

**AGENDA
CITY COMMISSION MEETING
CITY HALL, 501 W MEADOW STREET
MONDAY, FEBRUARY 13, 2023 5:30 PM**

1. CALL TO ORDER

INVOCATION

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

2. PROCLAMATIONS

A. Mary Ellen Robertson Chapter, NSDAR

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 January 23, 2023

B. PURCHASING ITEMS:

1. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute an Agreement for

Aquatic Vegetation Management services with Southern Aquatic Management, Inc.; and providing an effective date.

- 2. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute Amendment Three to an existing piggyback Agreement with Paqco, Inc. for on-call pavement and base repair; and providing an effective date.**
- 3. Purchase request by Wastewater for the repair of the digester blower at the Canal Street Wastewater Treatment Plant (WWTP).**

C. RESOLUTIONS:

- 1. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Police Department to update guidelines and prerequisites for operators who qualify and participate in the Department's Wrecker Allocation System established in this policy, and implement new Rates/Fees; and providing an effective date.**
- 2. Resolution of the City Commission of the City of Leesburg, Florida, accepting a Utility Easement to the City of Leesburg from Plaza Street Fund 163, LLC, for the purpose of granting the City an Easement over the property described therein, together with the Joinder and Consent to Utility Easement from UMB Bank, N.A. joining and consenting to the Utility easement; and providing an effective date.**
- 3. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to apply for, and if awarded, accept the Assistance to Firefighters Grant (AFG) from FEMA, for the purchase of public education safety equipment; and providing an effective date.**
- 4. 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 (PTGA) 444873-1-94-01, from the State of Florida Department of Transportation, to add funds for additional design and construction of the Fuel Farm at Leesburg International Airport; and providing an effective date.**
- 5. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to create authorized signatories as required by Seaside Bank to honor all checks, drafts and other orders for payment of money drawn in the name of the City of Leesburg; 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 a Gas Service Agreement between the City of Leesburg and Macallan at Windy Oaks, LLC, for the purpose of setting forth the terms under which the city will provide natural gas service to the development known as Windy Oaks; 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 Amending Chapter 28 of the City Code of Ordinances regarding Stormwater Management; providing for inclusion in the Code of Ordinances; providing for severability; providing for conflicts; and providing for an effective date.**

B. FIRST READING OF ORDINANCES

- 1. An Ordinance of the City of Leesburg, Florida, annexing certain real property consisting of approximately 34.7 +/- acres, and being generally located south of State Road 44 and west of Whitney Road, lying in Section 19, Township 19 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 2; and providing an effective date. (Crossings at 44 AX)**
- 2. An Ordinance amending the Future Land Use Map of the Comprehensive Plan of the City of Leesburg, changing the Future Land Use Map Designation of certain property containing 34.7 +/- acres from Lake County Rural to City of Leesburg General Commercial, for a property generally located south of State Road 44 and west of Whitney Road, lying in Section 19, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date. (Crossings at 44 SSCP)**
- 3. An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 34.7 +/- acres from Lake County A (Agriculture) to City of Leesburg PUD (Planned Unit Development) to allow for residential, medical, and commercial mixed-use development for a property generally located south of State Road 44 and west of Whitney Road, lying in Section 19, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date. (Crossings at 44 PUD)**

4. **An Ordinance of the City of Leesburg, Florida, annexing certain real property consisting of approximately 11+/- acres; and being generally located west of Haywood Worm Farm Road and north of Rogers Industrial Park Road, lying in Section 14, 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. (Fort Knox AX)**
5. **An Ordinance amending the Future Land Use Map of the Comprehensive Plan of the City of Leesburg, changing the Future Land Use Map Designation of certain property containing 11 +/- acres from Lake County Industrial to City of Leesburg Industrial, for a property generally located west of Haywood Worm Farm Road and north of Rogers Industrial Park Road, lying in Section 14, Township 20 South, Range 24 East, Lake County, Florida; and providing an effective date. (Fort Knox SSCP)**
6. **An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 11 +/- acres from Lake County HM (Heavy Industrial) to City of Leesburg M-1 (Industrial) to allow for a self-enclosed self-storage facility, with outdoor covered RV and/or boat storage for a property generally located west of Haywood Worm Farm Road and north of Rogers Industrial Park Road, lying in Section 14, Township 20 South, Range 24 East, Lake County, Florida; and providing an effective date. (Fort Knox RZ)**
7. **An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 4.87 +/- acres from City of Leesburg SPUD (Small Planned Unit Development) to City of Leesburg SPUD (Small Planned Unit Development) to allow residential development for a property generally located south of West Line Street and east of Lee Street, lying in Section 26, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date. (Lee Village SPUD)**

C. NON-ROUTINE ITEMS

1. **Resolution of the City Commission of the City of Leesburg, Florida appointing one regular member to the Lake County Arts & Cultural Alliance as the City of Leesburg's representative; and providing an effective date.**
2. **Resolution of the City Commission of the City of Leesburg, Florida appointing one member to the Leesburg Police Officer's Retirement Pension Board of Trustees for a two-year term set to expire December 31,**

2024; and providing an effective date.

- 3. Resolution of the City Commission of the City of Leesburg, Florida appointing one member to the Greater Leesburg Community Redevelopment Agency (GLCRA) to fill a vacant remaining four-year term set to expire December 31, 2023; and providing an effective date.**
- 4. Resolution of the City Commission of the City of Leesburg, Florida appointing one regular member to the Leesburg Planning Commission to fill a vacant remaining three-year term set to expire December 31, 2024; and providing an effective date.**

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 December 2022

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
CITY HALL, 501 W MEADOW STREET
MONDAY, JANUARY 23, 2023 5:30 PM**

1. CALL TO ORDER

The City of Leesburg Commission held a regular meeting on Monday, January 23, 2023, at Leesburg City Hall. Mayor Burry called the meeting to order at 5:32 p.m. with the following members present:

Commissioner Allyson Berry
Commissioner Mike Pederson
Commissioner Alan Reisman
Mayor Jimmy Burry

Commissioner Jay Connell was absent. Also present were City Manager (CM) Al Minner, City Clerk (CC) J. Andi Purvis, City Attorney (CA) Grant Watson, the news media, and others.

INVOCATION

Mayor Burry 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:

A. None

3. PRESENTATIONS:

A. None

4. PUBLIC COMMENTS:

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Kristin Nelson of 2928 Tangerine Court, stated she was there on behalf of her friend Lay Brother Stephen Gerard. They previously provided the city with the personhood resolution language. It is a bill that would

acknowledge the personhood of an embryo. It also recognizes that embryo as a person with constitutional rights to life, liberty and pursuit of happiness at the moment of conception. For further information, contact Steve Gerard to place him on a future agenda. They would desire the City of Leesburg to become a new personhood city by Mother's Day.

Wanda Kohn stated she resides in Sumter County, but she is the director of the Pregnancy and Family Care Center located at 1306 High Street. She was there for the same reason as Ms. Nelson. She is the secretary of the statewide organization Personhood Florida. She wanted to encourage them to consider becoming a personhood city/sanctuary city for the unborn. All that is needed is a proclamation saying to the citizens of Leesburg that you want to be a city that supports life. It is not so much about abortion, it is about restoring civil rights to unborn children.

Deirdre Griffin of 10534 Holloway Drive, stated she was there to express concerns about an annexation and rezoning case that does not require second access for ingress/egress. It is case number SPUD 22438, Anglers on Harris. The only ingress/egress on to US 441 is overrun by heavy commercial development and it causes congestion and confusion. The inadequate easements were legally granted at twenty-one feet and eighteen and a half feet. The easement is merely a driveway. It will become a major safety risk due to the width as well as a risk to pedestrians due to the lack of sidewalks if another development goes in. The road network has significant safety issues. If someone blocks the road, there is only one way in and one way out. There would be no way to get an ambulance or fire truck into the area. This is not in harmony with the public's best interest and it jeopardizes the safety and welfare of the existing community. Essentially, you are making a substandard condition worse. She believes the case should only be approved contingent upon a second approved ingress/egress. She is also concerned about the mitigation of wetlands. Mitigation is usually done when development is unavoidable. Mitigation can be avoided here and this development proposal is unnecessary. There is no need to build eleven units ten feet off a marina wall with a pool and clubhouse in designated wetlands. The displacement of surface water from the development buying mitigation credits will have a negative impact on neighboring property since the development sits on a higher elevation than the neighboring properties. There is no tangible way to protect them from being impacted by stormwater runoff and displacement. **CM Minner** stated during the first reading of Angler's Cove that some of these issues were discussed. This will be back before the commission again for a second reading. That subdivision had to be transmitted to DEO for review. **PZD Miller** commented right now they are scheduled to come back before the commission on February 27th. **CM Minner** clarified that the second reading would be February 27th and that would be when we publicly tackle those issues. It will be at a publicly advertised hearing. There will be a formal public hearing on that matter and those issues will be addressed during that hearing. The planning and zoning department can provide any further details if needed.

5. CONSENT AGENDA:

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Commissioner Pederson stated before moving onto the consent agenda he would like an opportunity to discuss fluoride. He wanted to do it out of respect for the people in the audience. He was on the prevailing side, which was the no vote. He had the right to bring this back up for a vote.

Commissioner Pederson made a motion to reconsider the vote on fluoride to move forward with the proposal for design engineering services to add the fluoride injection system and Commissioner Berry

seconded the motion.

Commissioner Reisman remarked that this was unadvertised and, without a quorum, he did not think it was appropriate. **CM Minner** stated for full disclosure he and the city attorney had a sidebar with Commissioner Pederson before the meeting. The city attorney could provide more information, but there were two questions proposed and he would let the city attorney speak about that. Anyways, it was about reconsidering and once you reconsidered reconsidering, it would be how we move forward with the topic. The topic was, does the city want to pay about \$81,400 to Dewberry to begin conducting the engineering work to add fluoride to the city's water. **CA Watson** said procedurally, Section 2-39 of the code allows a member of the prevailing party to bring a motion back for reconsideration that did not pass, either at that particular meeting or at the next commission meeting. From the perspective of the code, the motion is timely and appropriate. The second aspect would be if that motion passed. There could be a motion to approve that particular contract and that would be done by resolution. If the motion on the table receives an affirmative vote because we have a quorum present, a majority vote of the commission would be the prevailing vote. **Commissioner Pederson** stated the bottom line was he would be flipping his vote. We all know where everybody stands. One reason he went off with the city attorney was to ask if he could even make a motion for no additional debate, but that would be a bit controversial.

The roll call vote was:

Commissioner Berry	Yes
Commissioner Pederson	Yes
Commissioner Reisman	No
Mayor Burry	Yes

Three yeas, one nay, the Commission approved to rediscuss the fluoridation proposal.

ADOPTED RESOLUTION 11,251

Commissioner Pederson made a motion to approve the city to move forward with the design engineering services to add the fluoridation injection system to the water and Commissioner Berry seconded the motion.

Commissioner Pederson commented that this was just for engineering services. There will be another swipe at this when it comes back for full approval. However, he wanted to move forward with it. **CM Minner** mentioned for the record Commissioner Pederson asked to approve the fluoride proposal that was rejected at the last meeting. The city clerk will add a resolution number to the motion and approve the Dewberry contract, which was about \$81,200 for design only. We would move forward with design and report back to the commission accordingly. The next time this item comes back would be when they have a construction contract.

The roll call vote was:

Commissioner Pederson	Yes
Commissioner Reisman	No
Commissioner Berry	Yes
Mayor Burry	Yes

Three yeas, one nay, the Commission adopted the resolution.

Items pulled from the Consent Agenda for discussion:

5.C.3 - Authorization to execute a Quitclaim Deed between the City of Leesburg and the Community Development Corporation of Leesburg, Inc., and

5.C.6 - Amending the Fiscal Year 2022-23 Budget for the General, Stormwater, Carver Heights CRA, Wastewater, and Airport Funds for the First Quarter

Commissioner Pederson moved to adopt the Consent Agenda except for 5.C.3 and 5.C.6, and Commissioner Reisman seconded the motion.

The roll call vote was:

Commissioner Reisman	Yes
Commissioner Berry	Yes
Commissioner Pederson	Yes
Mayor Burry	Yes

Four yeas, no nays, the Commission adopted the Consent Agenda, as follows:
(Each item has its coordinated resolution number listed below the header)

A. CITY COMMISSION MEETING MINUTES:

1. Organizational meeting held January 9, 2023

2. Regular meeting held January 9, 2023

B. PURCHASING ITEMS:

1. None

C. RESOLUTIONS:

1. Resolution of the City Commission of the City of Leesburg, Florida, amending the Fiscal Year 2022-23 Budget for the General, Stormwater, Greater Leesburg CRA, Carver Heights CRA, Highway 441/27 CRA, Capital Projects, Electric, Gas, Water, Wastewater, Airport, Police Forfeiture, Building Permits, Discretionary Sales Tax and Fleet Services Funds for the carryovers from fiscal year 2021-22; and providing an effective date.

ADOPTED RESOLUTION 11,252

2. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Lease with the U.S. House of Representatives (Congressman Daniel Webster) through March 2, 2023; and providing an effective date.

ADOPTED RESOLUTION 11,253

3. **Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute a Quit Claim Deed between the City of Leesburg and the Community Development Corporation of Leesburg, Inc., transferring the real property described therein; and providing an effective date.**

ADOPTED RESOLUTION 11,256

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

Commissioner Reisman stated he pulled this item because he would like the city manager to provide a brief breakdown. **CM Minner** mentioned that the Board Chairman, Pastor John Christian, who is a former City Commissioner, requested back in December that the city consider giving three parcels of property to the CDC of Leesburg, Inc. Those three parcels are identified in the quitclaim deed that is being dealt with. The purpose of the CDC was to conduct commercial and social purposes pursuant to the redevelopment plan and the CDC has considered and contemplated the Pine Street Corridor. The Pine Street Corridor includes Pine Street from Canal to Lake and the varying side streets. This portion of the Pine Street Corridor consists of Pine Street and Childs up to Main Street. With that being said, the city, pursuant to the 1995 Decree when we entered into an agreement with the CDC, as part of that consent agreement the city was to work with the CDC and the Downtown Leesburg CRA to prevent racism along with other issues that got us involved with Pine Street and the hospital. There were some settlement issues and we have lived by that intent. In more recent years, since that agreement was struck, we had an accord with the CDC and for the past number of years we have traded several different lots. For the most part, the CDC has used the lots that we donated for the Affordable Housing Program. Our standard operating practice (SOP) of how we give surplus lots to the CDC is through quitclaim deeds. There are no specific agreements. We understood that there was going to be housing. We understand what that looks like and feels like. We have done a quitclaim deed and the CDC has lived up to their intent where they built houses on the properties we donated or they have not built yet. The flavor of Pastor Christian's request was a little different because he sought a commercial and social aspect. There are varying levels of what that means and we do not know what the specific CDC plan is. He suggested with the affected lots that they look at the zoning. For alt key numbers 1265797 and 1773741, those two parcels make up the greater part of the southeast corner of Child Street and Main Street. It is almost across the street from the African-American Museum and RoMac. During Bikeweek, that big open field is where the CDC holds their barbecue cooking. They do that for Bikefest and other big events. That is why the CDC is asking for it to be used in a commercial and social way. If everyone shares the same expectation, that would be to quitclaim deed those two parcels to the CDC. Right now, they are both zoned C-3, which could be a ton of different things pursuant to the code. When reviewing the chart for land-uses under Section 28-280, it is about eight pages long and everywhere there is a "P" that would be a permitted use. A permitted use under C-3 could be a single-family or multi-family residential, industrial, warehouse, or storage. There are a ton of different things. The intent of the commission and the intent of the CDC would be to do commercial/social, which would be retail, business, and personal services. Those are three uses permitted under the C-3 classification. He suggested that they dedicate the quitclaim deed for the properties to the CDC. However, they include the C-3 classification and limit it to the three items, which are personal services, retail, and restaurant. That way there will be no housing or storage sheds. Those three sections of the C-3 code work with the commercial and social aspects of the CDC and that portion of Pine and Child Street will be more commercial in nature and not residential. Keeping them in that scope of the C-3 accomplishes what is going there, a restaurant or a business. With parcel 3921439,

which is zoned R-3 right now, if it is donated to the CDC through a quitclaim deed, they could not put a restaurant on that lot. He figured they would like to link all these parcels together to have one big development. He suggested that when donating those parcels, they say to the CDC, we are giving this on the condition that you rezone this parcel to C-3 with the same restrictions as the other two lots, 1265797 and 1773741. That way, that corridor is dedicated to the CDC, and we know it will be some type of commercial or social aspect pursuant to the caveat that is being hooked on it, which goes back to the land-use development regulations.

John Christian, Community Development Corporation of Leesburg, Inc., stated for the record they are partners with the City of Leesburg. They are not here to do anything that would be adversarial with the city's master plan. The city manager hit it right on the head because that is their purpose for that corner. When it came to affordable housing, he was one who said no, they wanted commercial development on Pine Street. On Pine Street, they already have businesses operating and they look forward to continuing on Pine Street. They would like to go down Mike Street as well as Child Street. They would like to see Pine Street compliment the swimming pool and make that community a better place for doing business. They are in one hundred percent agreement with what the city manager proposed. **Commissioner Berry** asked if the CDC would be willing to rezone C-3? **Mr. Christian** replied yes. They are willing to work with the city. If the city says C-3, they will do C-3. If someone gave them two million dollars and said, build a three-story, they would come back to the city and ask for help so they could build a three-story. Right now, their financial outlook is to do retail shops so business owners can come and be alive on Pine Street again. **Commissioner Berry** questioned if he would be willing to share his visions of that area, being it is part of District One? **Mr. Christian** replied that with Pine Street they had been blessed to work with the City of Leesburg with the ARP funds. The city commission contributed seven hundred and fifty thousand dollars to the CDC and, with that seven hundred and fifty thousand dollars, they remodeled nine units on Snow Place. Those units are all filled and they are all up and running. They are currently working with the city and the county to get more housing funds to build more units for people. At first look, they had about fifty people who needed housing, but those units were under code enforcement. They had feces running down the road. The CDC purchased those lots from a local resident. We took one hundred and fifty thousand dollars out of the seven hundred and fifty thousand dollars to remodel those nine units. Those were funds that the CDC had. On Pine Street they recently opened a restaurant. Remember all these buildings were in disrepair and they were not active. Now they have a lounge for social activities on Pine Street. There is a candle shop and they have just turned an old Barber Shop into a hat shop and that is open. We had a building that was vacant for twenty-five plus years and it is a business center for small businesses. There are four pods and three of those pods are operational. There is only one left. They also had four hundred and fifty thousand dollars, and three hundred and fifty thousand dollars of that was from the city. They put one hundred thousand dollars in to buying the barbecue stand and that whole row. That was all CRA funds for 2023. They are going to start remodeling those businesses and the quad-plexes where people used to live. It will become a place where people can come and open up small businesses on Pine Street. Right now there is an element of negativity. He just took a call from the police department two weeks ago because people were breaking into buildings and sleeping in them. That is why they need business activity there to put eyes and ears on Pine Street, Child Street, and Mike Street twenty-four hours a day. With the African-American museum, they would like someone to open it up on a regular basis so people can see and hear about African-American culture. They would also like to remodel the barber shop. They already have a tenant that is ready to go into the barber shop. They should have about ten new businesses on Pine Street, Mike Street, and Child Street within the next year. **Commissioner Berry** said that sounded great and she was ecstatic about the possibilities and growth. However, she would like to know what he envisioned for the three parcels 1265797, 1773741 and the third one that would need to be rezoned to C-3. **Mr. Christian** said they hope to have small retail businesses, but they have to build from ground zero. Their hands are full on Pine Street, so they will finish Pine Street first, then work on Mike Street. Their future vision would be to

construct retail shops on Child Street. They are looking at three small businesses, but if they can do more, they will. **Commissioner Berry** inquired about the time frame. **Mr. Christian** replied that within the next three years they should be ready to go. That should allow enough time to finish Mike Street and Pine Street. Then, hopefully, get some money to finish Snow Place. With the new addition on Child Street, that would be the third project to work on. They feel in three to five years they should be ready to start construction. If the city has any funds to help jump start it, they would be willing to get any help. Of course, they will be looking for grant funding from the county as well. That is their plan. They have multi-faceted housing as well as commercial. Commercialization is what will help fund them to do the other social projects that are very much needed in this community. They have a very vast group of people who are underemployed and unemployed. They are working with several social agencies to provide job opportunities. Cottons Kitchen, is working to employ young African-American men who need job opportunities. The CDC is able to reduce rent and allow people to have a business who normally would not have a business on Pine Street. **Commissioner Reisman** asked if he would be open to tabling this item and if he would come back for each property individually when they are ready to move forward with that property. **Mr. Christian** answered he would prefer to have the commission vote tonight so the CDC can move forward. If they want the CDC to come back and do a more formal presentation on everything the CDC is doing, they would be more than happy to do so. They work much like Habitat, and they were just here two weeks ago. They were given three acres of land and they did not have a plan. They did not know what they were going to do with that land, but the commission gave it to them. They are here as the CDC asking for these three lots. They said they are willing and agreeable with everything the city has asked of them. They do not see a reason to table or postpone this proposal. **Commissioner Berry** said, speaking as the commissioner for District One, that she would like to be more in line with the plans for each parcel. Right now, you are generalizing and giving what is expected. She would like him to be more specific for each lot if possible. She asked if he would be willing to share that information as it comes so they can vote accordingly versus voting in general for commercial property? **Mr. Christian** wanted to clarify if she was asking for the CDC to come back to ask for each lot, saying specifically that "Lot A" would be for a beauty shop. **Commissioner Berry** replied exactly. **Mr. Christian** answered that it would not be a problem. However, when you deal with development and you say you are only going to build one lot and at a time, that could get difficult. When you work with the city planning and zoning department, they will say they need a sidewalk constructed all the way down the whole road. They may say they need water and sewer put in those types of things. When you deal with development, it is hard and almost uneconomical for them to build one lot at a time with commercial development. That is why they proposed the three lots. They have the Durden building, which goes from Mike Street all the way to Childs Street. That lot goes all the way down, so it will be very difficult for them to build one lot at a time. Housing is different than commercial development. He believes their record speaks for itself. Whenever they have worked with the city, they have fulfilled their obligations. He does not think there is one time in the last ten years since being partners with the city where the CDC has not fulfilled its commitment or obligation. They are just like any other organization that comes in and most of them do not have a full pledged plan showing exactly what they are going to do. He was just there two weeks ago and Habitat got three acres of land and we do not know what they are going to do with that property. He does not want to be treated any differently because three acres of land is commercial right behind Burger King and the commission said housing. We did not know what they were going to do with that property, yet nobody asked them to bring a plan. Nobody said postpone it and bring us your site plan. They should have the same consideration whether it is District One or District Two. They said they would adhere to the city's recommendations. They would do whatever they asked of them. They should be considered similar to other nonprofits if not more, because they do have the federal consent decree that says the city should work with the CDC. **Commissioner Berry** commented that she agreed with all that was said. She would like to know more about the plans for District One. That is only fair being a new commissioner to the board. It is not a question of integrity. She is sure that they will do the right thing. He just needs to communicate the information. **Mr. Christian** replied that anytime they would love to see more

information about the CDC, they welcomed the opportunity. They could come and give a more detailed approach to what they have done, what they are doing and what their plans are. Of course, Snow Place, there are nine units that are built and there are nine people living there. They are asking for the county to give them a million dollars to build some more. He can say today that they want it, but if the county currently says no, they cannot build anything. He did not want to give any false hope that they were going to do something tomorrow without having the financials to make that happen. They are non-profit and most of their rent is below market rate because they want to help people build their businesses on Pine Street. He reminded them that he did the Black Heritage Festival on Pine Street for fifteen years and every time someone came to our city they would ask him about the ugly buildings across the street. This CDC, in partnership with the city, sold land and bought all those buildings. Now all those buildings are renovated because of the CDC. There was nothing going on. However, it was intentional for us through the partnership with the city. The city manager was correct that since this administration, there have been no issues with the City of Leesburg. The City of Leesburg has been a great proponent of the revitalization of Pine Street. They feel this is a small ask from the city for the CDC, because remember a month ago these same lots were getting ready to be designated as affordable housing. These same lots last month, with a vote, would have been affordable housing lots. He personally said these were not affordable housing lots. These lots should be commercial, which will lead onto Pine Street. So, the CDC, who is the redevelopment partner for that area, is simply asking that the city continue to work with CDC to develop those lots. Lets make Pine Street and District One better because no one in District One is working harder than the CDC or East Leesburg to make that happen.

Dr. Erika Jasper stated that Mr. Christian pretty much expounded on what she wanted to say. However, she asked Commissioner Reisman if he had any specific concerns regarding the lots. **Commissioner Reisman** replied he did not. It was more with the master plan where they could come back and do a presentation indicating what they wanted to do with each piece of property. **Ms. Jasper** said, for the record, she sits on the same board as Mr. Christian.

Bettye Stevens-Coney of 33605 County Road 468 commented that she was so proud of the City of Leesburg. She has been a long-time resident, so she has been able to see the progress that everyone has made working together. She was so proud to see and hear the city manager mention the consent decree. Sometimes we act as though the consent decree is a bad word or phrase, but it is not. It is liberation and freedom. It is a recommendation for all of us to work together, particularly in these times. As far as the city, we are so proud to be doing that. She wished she could say the same for the other entity, which was the hospital. If they could get the hospital to operate in a spirit of solidarity and come together, we could see even greater things happen in the City of Leesburg. Part of the lots that are being discussed are in the vicinity of the Durden Law Firm. That area is a historical area and with the CDC being in possession of these lots, they would have the opportunity to include some of the businesses that would be created and they could possibly use the name Durden Law Firm. They would like to establish and recognize some of our iconic citizens of yesterday, as well as today. The preservation of who we are as a race and the shoulders of whom we stand on for development, that is what we are about and that is what the CDC is about. She concluded by saying the CDC stands on its record of development and establishing a better Leesburg. At the last CDC meeting, they discussed coming together more. It was specifically discussed that they ask Commissioner Berry to come to one of their meetings. If no invitation has been received, she extends an invitation with love. **Commissioner Berry** thanked her and said that with all due respect, she was just asking as part of District One. She is so proud of all that has been done and of what will continue. All she asked was that they bring the information back so they could know what was going on with each parcel.

Commissioner Pederson inquired about the history of the property. He wanted more specific details. Did we get this through code enforcement? **CM Minner** replied that he did not know how the city gained

ownership of those parcels. **Commissioner Pederson** said where he was going with that question was that he was ready to give them to the CDC so they could maintain them. He was assuming we took it through a code enforcement action. **Mayor Burry** stated there was a resolution on the floor. We have discussed a potential amendment to that resolution and we discussed possibly tabling the resolution.

Commissioner Berry made a motion to table this item to allow for more information as it happens for each parcel and to be given the opportunity to know what is going on as things are determined, and Commissioner Reisman seconded the motion.

The roll call vote was:

Commissioner Berry	Yes
Commissioner Pederson	No
Commissioner Reisman	Yes
Mayor Burry	No

Two yeas, two nays, the Commission failed to table the resolution.

CM Minner stated that they are back to the original motion which was to approve as is. **CC Purvis** informed them there was no motion. She introduced it and the Commission started discussion. **CM Minner** said that there was no motion on the floor. The commission went right into discussion without a motion. **Mayor Burry** asked if they could get a motion on the floor that would include the C-3 restrictions that we want on the property, so at least moving forward the CDC would know what would have to change.

Commissioner Berry made a motion to amend the resolution to approve the gift of lots to the CDC and that lots 1265797 and 1773741 have restrictions pursuant to the land development regulations of C-3. These lots can only be used as defined by the use categories of personal services, restaurants, and retail sales and services. Further, in granting parcel 3921439, the CDC will immediately move to rezone that parcel to C-3 with the same aforementioned restrictions and the city will waive the fees on rezoning. Commissioner Pederson seconded the motion.

Commissioner Reisman questioned if that would be without a presentation? **CM Minner** answered yes. **Commissioner Reisman** stated he would still like to see a presentation of what the lots would be used for. He supports the CDC and they do great things. He is excited about Pine Street, but he cannot support it without a presentation. **Mayor Burry** asked for any further discussion. There were none.

The roll call vote was:

Commissioner Pederson	Yes
Commissioner Reisman	No
Commissioner Berry	Yes
Mayor Burry	Yes

Three yeas, one nays, the Commission adopted the resolution as amended.

4. **Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Gas Service Agreement between the City of Leesburg and Red Maple Lodge Properties, LLC, for the purpose of setting forth the terms under which the city will provide natural gas service to the development known as Red Maple Lodge; and providing an effective date.**

ADOPTED RESOLUTION 11,254

5. **Resolution of the City Commission of the City of Leesburg, Florida, accepting a Utility Easement from Red Maple Lodge Properties, LLC, along with a Joinder and Consent to Utility Easement from United Southern Bank, for the purpose of creating a utility easement affecting the property described therein; and providing an effective date.**

ADOPTED RESOLUTION 11,255

6. **Resolution of the City Commission of the City of Leesburg, Florida, amending the Fiscal Year 2022-23 Budget for the General, Stormwater, Carver Heights CRA, Wastewater and Airport Funds for the First Quarter; and providing an effective date.**

ADOPTED RESOLUTION 11,257

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

Commissioner Reisman made a motion to adopt the resolution and Commissioner Pederson seconded the motion.

Mayor Burry requested comments from the Commission and the audience.

Commissioner Berry said she would like more information about 701 McCormack Street. It was the line item for the Carver Heights CRA fund for two hundred and forty-five thousand one hundred dollars. **CM Minner** answered that this item is a typical amendment to the budget. The budget is a living breathing document and it changes throughout the year on a quarterly basis. Quarterly, we go in and do budget adjustments for the fiscal year. We are currently working on fiscal year 2023. The specific item in question is the CDBG Grant in the amount of two hundred forty-five thousand one hundred dollars. We received the CDBG Grant and the money trail is from the federal government, which is HUD money. It goes from federal to state to county. We work with our partners in the county through the CDBG Program to get that HUD money. The specific grant application was for a food pantry at 701 McCormack Street. That is what we are amending the budget for. This is a revenue stream which is all grant money of two hundred forty-five thousand one hundred dollars. The expense for the project is called the 701 McCormack Street Food Pantry. The grant money goes in and out of the project. **Commissioner Berry** stated she would like to further discuss the project. We say food pantry, but there was mention of a fresh market on Saturdays where food would be brought in, as well as vendors coming out. She wanted to be clear about the project. She was concerned about the residential area in the community and this becoming commercial. What about the amount of traffic? Would this be governed by the West Leesburg CDC and would they be responsible for this? Would this be open for the entire city and whoever wants to come to the food pantry? Being a newly elected commissioner, she wanted to understand what projects have already been put into place. She realized this was a long-term community project and wondered if it would be wise to place a multi-purpose building in the Carver Heights neighborhood where they are already struggling to rebuild the community as a residential area. What would become of it? She is all in

favor of it because the homeless deserve to be supported. However, it should be citywide and not just through District One. There are many churches and organizations that provide establishments and support for the homeless. The homeless population will probably continue to grow in the Carver Heights area if it is set there to actually feed the homeless, so she wants to make sure she understands the project.

Commissioner Pederson asked if this was already approved? He thought the CDC had already approved the project and they were now receiving grant money. **CM Minner** replied no. There are missing acronyms and we are getting a couple of things confused. The Carver Heights CRA approved this. The CRA is a Community Redevelopment Agency and they are promulgated by state statutes as an entity to locate blight, tackle blight, and target it. They declare it, set up projects and then capture a TIF incremental revenue. Those incremental revenues go into the district to fight what you are trying to fight, which is blight. In this case, the Carver Heights CRA established this. With this action item, the city commission, as a governing body, would approve the modification to the fiscal year 23 budget. Now, the Carver Heights CRA would be responsible for managing the project, not the West Leesburg CDC. The West Leesburg CDC is a not-for-profit agency that is similar to the Leesburg CDC. However, they are not the managing entity of what would be the food pantry. There have been several different concepts floated around about the term food pantry, which has negative connotations. That automatically means homelessness, like a homeless food bank. For example, there are places where the homeless go to get a hot meal and that typically is not a food pantry. The Christian Church has a facility where the homeless go to get a hot meal. A standalone food pantry would be like the one in Mount Dora, Lake Cares, located on US 441 across the street from the Dairy Queen. That is the concept to be put at the property on McCormack Street. The CDBG money is going from the county to the CRA fund and the two hundred and forty-five thousand one hundred dollars will go to fixing it and making it function as a food pantry. Then anyone who is needy or who visits the food pantry can visit that location. It does not matter if you are a resident of Carver Heights, South Leesburg, or Silver Lake. They typically do not check IDs because it is for whoever needs them. That is the concept. It has been mixed up with homelessness. However, there has been talk about a farmer's market at that location. The final thing the CRA board dealt with was the food pantry. He suggested if there were concerns about the project, to remember a project has many lives, so just because they were approving it in the budget phase does not mean it is getting done. Just like the fluoride, the only thing approved was the contract to design the fluoride system. That is still a long step away from the design contract. That is how we operate on pretty much everything we do with big capital projects. They have phases; concept, design, and construction. We moved from the concept phase when the CRA said let's go get a grant. We received that grant and now this body is amending the budget to reflect that we are in receipt of the grant. That does not mean we are moving forward with the grant. If there are concerns about this project, we should approve it as it is in the budget. We have the county on the hook for two hundred and forty-five thousand one hundred dollars with no contribution. We take that money, say yes, and it is in the books for the food pantry. If we need to put a hold on it, it will be publicly noted and we will bring back more information when it is provided. We will not spend a penny of the grant money without coming back for approval.

Dr. Erika Jasper mentioned that she is a member of the Carver Heights CRA board and she sat on this board when this was approved. It was approved when Ken Thomas was the Housing Director. The purpose of the food pantry was to help aid and alleviate some of the issues going on in the Carver Heights area. There are not just homeless people in need of food, there are a lot of low-income families that need food. There are a lot of people in that community and we received that grant from the county. It would be a slap in the face if we were to return that money and not use it. It could cause issues in the future if we were to go ask for another substantial grant. It would be wise, and it behooves the commissioners to go ahead and approve this for the quote-unquote food pantry. We wanted to encompass the fresh food market with this project. That was one of the projects that she personally presented to the CRA board. She asked Commissioner Berry if she had any ideas other than not moving forward with this, because the building is dilapidated. It is an eyesore for the community and we have the money to move

forward with this project. She would be amazed at the demand for it. It was quite astronomical when she spoke to the members of the community when trying to see what they could do to improve the neighborhood and to eliminate blight. That is one of their main goals in the CRA. **Commissioner Berry** answered no, not at this time. **Commissioner Pederson** said for his clarification that Ms. Jasper said approved. Did we approve this at one point in the CRA budget? Are we now adding the CDBG grant money? **CM Minner** answered on Commissioner Berry's behalf that most of this was done before she was elected. It is an old project and these projects get done in multiple pieces, which is difficult. The project is a Carver Heights CRA project. Any expense for the project will need to be approved by the Carver Heights CRA board. The Carver Heights CRA board is comprised of this body plus Dr. Jasper and Kevin Connor. The commission appoints those boards during the appointment meetings. The two appointees, Mr. Connor and Dr. Jasper are still serving out their terms. The CRA body votes on any expense over fifty thousand dollars. What Commissioner Berry asked was if we approve the grant, she would like to ask questions about what the project would look like because this is new for her. She asks that any approval of monies be brought back to the body for discussion and that will be done based on her request. That is a reasonable request and this body is dealing with it because you are amending the overall city budget. There is a spend component, which is the CRA board, and an overall review component, which is the commission. **Mayor Burry** asked if there was any other discussion. There was none.

The roll call vote was:

Commissioner Reisman	Yes
Commissioner Berry	Yes
Commissioner Pederson	Yes
Mayor Burry	Yes

Four yeas, 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. An Ordinance amending the Future Land Use Map of the Comprehensive Plan of the City of Leesburg, changing the Future Land Use Map Designation of certain property containing 11 +/- acres from City of Leesburg Low Density Residential to City of Leesburg Industrial, for a property generally located west of Flatwoods Road, north of Casteen Road, and south of Parkway Boulevard, lying in Section 29, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date. (Warehouse Flatwoods)**

ADOPTED ORDINANCE 23-01

Commissioner Reisman introduced ordinances 6.A.1 and 6.A.2 to be read by title only. CC Purvis read the ordinances by title only.

Mayor Burry asked, since this was a quasi-judicial hearing, if the city attorney could swear in anyone

wishing to provide testimony. **CA Watson** asked anyone who wished to provide testimony on items 6.A.1 and 6.A.2 to stand and he swore them in.

Mayor Burry requested comments from the Commission and the audience.

Commissioner Pederson made a motion to adopt the ordinance and Commissioner Reisman seconded the motion.

PZD Miller stated this would be for a new warehouse building. They have a successful business on Griffin Road. It is Metal Structures Company USA. They would like to move to Flatwoods Road to increase their ability and output. This includes eleven point eighty-four plus or minus acres. They are proposing approximately forty-five thousand square feet, which would be divided up into five thousand for offices and forty thousand for warehouses. It would have the standard PUD conditions of dark sky lighting, irrigation controls, and thirty-five percent of open space. Normally, with industrial uses we do not do that, but in this case we decided to go with it and it worked. It would have St. Augustine grass. The bottom line is to keep a successful business here in Leesburg. Mike Rankin is here from LPG if there are any specific questions.

Mayor Burry asked if there were any further comments. There were none.

The roll call vote was:

Commissioner Berry	Yes
Commissioner Pederson	Yes
Commissioner Reisman	Yes
Mayor Burry	Yes

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

2. **An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 11 +/- acres from City of Leesburg R-2 (Medium Density Residential) to City of Leesburg PUD (Planned Unit Development) to allow for the development of a 5,000 SF office and 40,000 SF warehouse facilities for metal structures/carports for a property generally located west of Flatwoods Road, north of Casteen Road, and south of Parkway Boulevard, lying in Section 29, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date. (Warehouse Flatwoods)**

ADOPTED ORDINANCE 23-02

Commissioner Pederson made a motion to adopt the ordinance and Commissioner Reisman seconded the motion.

The roll call vote was:

Commissioner Pederson	Yes
Commissioner Reisman	Yes
Commissioner Berry	Yes
Mayor Burry	Yes

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

B. FIRST READING OF ORDINANCES

1. An Ordinance of the City of Leesburg, Florida Amending Chapter 28 of the City Code of Ordinances regarding Stormwater Management; providing for inclusion in the Code of Ordinances; providing for severability; providing for conflicts; and providing for an effective date.

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

Mayor Burry asked the city manager to provide a quick overview. **CM Minner** stated this would be an important modification. This is not a land development regulation modification and it does not go to the Department of Economic Opportunity (DEO). This item will be back before the commission on February 13th. We have a lot of approved subdivisions in the community. In the past there was a lag between when stuff was approved and when it actually got developed. In more recent days, that lag has been a lot quicker. For example, the McElyea subdivision, which is now known as Eagletail, is under construction. The Lake Denham Estates, which came in 2016/2017, has been developed and the Robuck Ostrander development is now under construction. We are seeing a shorter time lag regarding how the city can help existing residents cope with the development that is happening around them. Some issues developers get into, which they are forced to meet, are development standards. They are required to use silt fencing when clearing. The city does not enforce this because it is a St. Johns issue. However, St. John's is not an agency set up to be grassroots. They will promulgate that you have to have a silt fence, but there is not a St. John's engineer or inspector that goes around making sure developers are putting up that silt fence. He can guarantee that when a silt fence busts and a Leesburg resident who is offsite is affected by that, it will be the city who responds. We are trying to establish better rules of engagement to keep the relationship between development and existing neighbors operating in a reasonable fashion. The issues where we see this the most are in the stormwater management practices. That is why we provided the big red-lined version of the ordinance. There are four sections that we want to address. We have had issues in the past and we do not want to fight them again. Section 28-8, establishes clearing and grading standards along with runoff conditions during pre-construction. That means when a subdivision clears the land and before they can start building, they will be required to put up a silt fence around the project. We also want them to sod or seed areas immediately so when a rainstorm comes the mud does not run down the city road and end up in another resident or non-resident yard. This has happened and we are in a tough spot because this really is not ours to enforce. We have had it happen twice and developers, for the most part, have worked in good faith with us. However, as other subdivisions come online, we need stronger language, so we do not have these mudslide conditions. There is another one and that was an add on. If you remember the situation at Arlington Ridge where we went back out post facto and paid for grading and drainage improvements on lots where there should have been a survey done by the engineer prior to the certificate of occupancy that said yes, they built to the condition with proper slope. Well, it did not have that, and the developer said it did. We got caught, so we ended up having to pay for those improvements. This section of the code says before they can get a certificate of occupancy, the city wants a raised stamp from the engineer or surveyor that says every lot has been graded the way it was supposed to be. The statement in the code says there has to be so many inches of fall and that will be enforced. There is a general housekeeping regulation to make sure they are emptying their dumpsters and those types of things. The city wants to add an enforcement measure so we can lien properties and enforce what we are saying, that was the whole purpose of this ordinance. The public works department has worked on this ordinance for the better part of nine months. It has gone back and forth between reviews. The Director and Deputy Director of public works have done a great job. They have been through a couple of different iterations.

They have worked with other municipalities in the area as well as around the nation to see where everyone is on this. They have come up with one that reasonably helps the city enforce development standards so that our existing residents and non-residents are not affected by development. **Mayor Burry** asked for comments from the commission and the public. **Commissioner Pederson** complimented the staff on this because he has dealt with those types of complaints. **Mayor Burry** stated this item will lay over until the February 13th meeting.

2. **An Ordinance of the City of Leesburg, Florida, annexing certain real property consisting of approximately 109.63 +/- acres; and being generally located east of U.S. Highway 27 and south of Florida's Turnpike, lying in Sections 07, and 08, Township 21 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. (Blue Cedar)**

Commissioner Reisman introduced ordinances 6.B.2, 6.B.3, and 6.B.4 to be read by title only. CC Purvis read the ordinances by title only.

Mayor Burry requested comments from the Commission and the audience.

PZD Miller stated this item is the Blue Cedar annexation. It also has a large scale comp plan and rezoning. It is located on the eastside of US 27, south of the Florida Turnpike and south of Blue Cedar Road. It is near the new medical complex at US 27 and the Turnpike. It would go from Lake County Regional Office to City of Leesburg Neighborhood Mixed Use. The zoning would go from Lake County Agriculture to City of Leesburg Planned Unit Development. It has one hundred and nine acres, plus or minus, three hundred and fifteen units and a density of two point eight units per acre. The request is for one hundred and eighteen townhomes, one hundred and forty single-family homes on fifty-foot lots and forty-eight single-family homes on fifty-five foot lots. They would end up with one hundred and eighteen townhomes and one hundred and eighty-eight single-family homes. In addition, there would be just under ten acres of commercial office and institutional use. It would be about three hundred thousand square feet. The standard design and architectural standards have thirty-five percent open space, buffers, irrigation controls, etc. It is the standard PUD. There would be two recreational areas that total about two point three acres. The representative of the project would like to make a couple of minor changes. Those changes will be seen on the second reading. First, the facades shown in Exhibit D, the applicant brought in some nicer facades and they would like to replace those. With the acreage on page two, the applicant would like to have it read the exact acreage of one hundred and nine point sixty-two. They would also like the flexibility to change the number of townhomes or single-families in each of the three lot types to account for market conditions. That change would not allow the developer to exceed the total number of lots. What they could do is take one type of lot, like the fifty-foot lots, plus or minus ten percent, and the fifty-five foot lots, plus or minus ten percent for townhomes or single-families. The total number of units would remain the same. It just allows for market conditions. Ms. Carolyn Haslam of the Ackerman Law Firm is here to answer any questions. This went through the Planning Commission with only one person showing up. **Commissioner Pederson** commented about the developer having the right to change. That does not bother him, but he remembered another development coming in recently and we pushed back on that. **PZD Miller** responded there was a different design where that applicant had to choose between option A or option B. This one just says if you have a hundred single families in a PUD you can do

ninety or you could do one hundred and ten, but you would have to make it up in the other section. That is all this does, it allows them to balance it out. **Commissioner Pederson** thanked him for the clarification. **Mayor Burry** added that he thought there were three hundred and seven units. He then asked for any public comments. **CM Minner** mentioned when they get to the land-use item, they will need to make a motion to transmit it to the state. **CA Watson** agreed and said that since this was a large scale, they would need to make a motion similar to the last meeting.

Lisa Reynes stated she works as a honeybee inspector for the state. She drives all over Lake County and six other counties every day. She sees development after development, including multi-family homes, but they are empty. Where are all these people coming from? Do we really need these? What we are missing is our wildlife. She has beekeepers who are losing thousands of acres. There are beekeepers from over thirty-three states moving to this state. We are losing habitat for the bees and we need the bees to feed the whole nation. What is Leesburg doing and where is the development of the wildlife corridors? What is happening to our agriculture? It is being snapped up constantly. **Mayor Burry** responded that most of this property in the 1970's was agriculture. It was all orange groves, but it was not agriculture. There are only a few pine trees on that property. **Ms. Reynes** stated that it is forestry and she has a degree in forestry. **Mayor Burry** stated he understands. **Ms. Reynes** said that we are destroying the forest. **Mayor Burry** stated that from 1970 to about 1982/85, ninety percent of that property was orange grove. Now, that is gone, the citrus industry is gone. **Ms. Reynes** commented that pine trees would be better because we are hurting the aquifer by not planting trees that are deep-rooted. **CM Minner** stated we deal with those issues all the time and the comments have been noted by this body. This subdivision will be sent to the state for their review and comments. During the public hearing at the second reading, we will deal with all these issues and the public will have another opportunity to ask questions and provide comments. There will also be a presentation from the developer that addresses all these things.

3. An Ordinance amending the Future Land Use Map of the Comprehensive Plan of the City of Leesburg, changing the Future Land Use Map Designation of certain property containing 109.63 +/- acres from Lake County Regional Office to City of Leesburg Neighborhood Mixed Use, for a property generally located east of U.S. Highway 27 and south of Florida's Turnpike, lying in Sections 07, and 08, Township 21 South, Range 25 East, Lake County, Florida; and providing an effective date. (Blue Cedar)

Commissioner Pederson made a motion to approve the transmittal to the department and Commissioner Reisman seconded the motion.

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

The roll call vote was:

Commissioner Berry	Yes
Commissioner Pederson	Yes
Commissioner Reisman	Yes
Mayor Burry	Yes

Four yeas, no nays, the Commission approved to transmit to the department.

CM Minner stated the city will transmit this item to the Department of Economic Opportunity. The state will review it and provide us with their comments. When we receive their comments back, we will publicly advertise for the second reading of the annexation, the land-use and rezoning. Typically, that process takes around forty-five to sixty days. It will be around March when we publicly advertise. If there

are questions in the interim, contact the planning and zoning department.

4. **An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 109.63 +/- acres from Lake County A (Agriculture) to City of Leesburg PUD (Planned Unit Development) to allow for mixed use development for a property generally located east of U.S. Highway 27 and south of Florida's Turnpike, lying in Sections 07, and 08, Township 21 South, Range 25 East, Lake County, Florida; and providing an effective date. (Blue Cedar PUD)**

C. NON-ROUTINE ITEMS

1. **None**

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:

CA Watson stated a couple of real estate contracts were finalized last week. One for Lift Station 72, so they will be able to move forward. He knows public works has been waiting for that. Secondly, there was a piece of property on Center Street that was to be used for drainage work. They closed on that at the tail end of the week. It was all good stuff for the city and they are able to move forward on those projects.

9. CITY MANAGER ITEMS:

CM Minner commented for the new commissioners that there was a litigation item he wanted to make them aware of. The city is in a pending lawsuit with the Sunnyside Land Development Corporation. It is a petition from the City of Leesburg versus Sunnyside Land Development Corporation regarding the Sunnyside subdivision that was proposed in Sunnyside. The city denied the development and the developer sued the city to try and get more density. He will provide each commissioner with a debrief on that. However, when you sue a city on land development issues, it is a writ of certiorari. It is a different process where we go through a mitigation, then there is a re-hearing stage and if there is no settlement from those two stages, it ultimately goes to court. We went through arbitration back in August or September, and we failed to come to an agreement. Now both sides have agreed to move forward with the rehearing phase. With the rehearing phase, the special magistrate or the mediator serves as the judge. It will not be a commission action. However, email traffic has already started going back and forth. We actually thought we were going to have a re-hearing set for February, but it appears it will be pushed back to April at the developers' request. As soon as we have the rehearing date we will let you know.

The second issue is on Wednesday there will be a Lake County Joint Land Planning Session. The county has been periodically meeting with all the municipalities in Lake County to talk about development

issues, just like we spoke about earlier tonight. Chairman Kirby has asked each city to make a five-minute presentation. Mayor Burry will be in attendance at that meeting, and if any other commissioner plans to attend, please let him know because the city will need to advertise that more than one commissioner may be in attendance. The meeting will be held on Wednesday at 9:00 a.m at the pavilion in Tavares. He will provide a five minute overview of the city's growth and vision plan. There will be a lot of information in five minutes. Our plan is a five-pointed plan on the important things we want to tell the county commission. We will briefly recap the agreements put in place with The Villages. We will tell them that it is important to continue with the standard operating procedures (SOP), which means we keep our taxes down, keep good cash amounts available, make sure we continue to maintain our utilities, and provide municipal services like police and fire. We have the comp plan revision that they need to know about, along with the strategies on how we will tackle blight. We will also tell them that we are going to have a rural protection area. The county needs to hear about that, along with some of the new PUD items that we have made that bring more green incentives. They need to hear about South US 27, which would be a recap of what was discussed with the developers a week ago. Then, with being the Lakefront City, we need to talk about capital expenditures and how we are emphasizing more on sports marketing. It will be important to remind them about all the successful capital improvements we have made, like Venetian Gardens, the Resource Center, the swimming pool, and the Pine Street Corridor. They need to know about some of the new concepts coming forward, like the by and large concept the commission approved, along with the trail and marina concepts. They should know how some ARP monies were set aside and directed at the rectangle field concept at Susan Street and how that will fit in with future improvements at Sleepy Hollow. That way, we will have diamond field events and rectangle field events. That feeds into our sports marketism to bring more people and heads in beds to promote Leesburg. **Commissioner Pederson** said he mentioned South Highway 27. Will he bring up the roads throughout the area? **CM Minner** said he was going to do this as fast as he could. It took him about twenty minutes to talk to the developers, but they have issues on South 27 which include fire, roads, and water. He will bring those issues up to them as quickly as he can. **Commissioner Pederson** mentioned that he wanted to be sure we are getting our fair share of the dollars for future roads with all our growth. **CM Minner** agreed. **Commissioner Pederson** said he wanted the public to hear that too.

10. ROLL CALL:

Commissioner Pederson had no further comments tonight.

Commissioner Berry had no comment.

Commissioner Reisman stated he had received many calls about a contract which he assumed was CenturyLink. They are digging up people's yards, and they are not putting things back properly. They are also leaving big rocks. He wanted to pass that information along. **CM Minner** wanted to address this issue because it is a big deal. If we recall once upon a time, former Commissioner Robuck brought this to attention. Lumen/Century Link is doing a major fiber project in Northwest Lake County. This project spans from Fruitland Park all the way down to Dixie. At one point, they wanted to attach a new fiber line to our utility poles. We said no and they fought with us over it. They pulled out some statutory language where they tried to force us to put their fiber line on our poles at our expense. We fought back, we said no, that was the wrong interpretation of that statute. It was a big cost; it was seven figures. Anyway, it was multi-million and they did not want to pay that. We suggested going underground so they did not have to attach to our poles. There was a reason for not attaching to the poles and it was the window of space needed to have on a utility pole for other utilities when there is electric on a pole. That is why we suggested going underground and they agreed to that. A couple of months ago, we brought forward a USIC locating agreement because the fiber company was moving so fast that the gas department, who historically did our locates, could not manage all the utility requests for the locates they brought in. So,

we decided to contract with USIC to do that. They were getting the locates done. Their company is Lumen/CenturyLink and the problem is their contractor. Their contractor is moving through the community very recklessly. The latest incident occurred on Friday. Where you may have noticed a big water leak over by Center Street and US 27 across the street from the Baptist Church. We had located our utilities in the area where they were working in a north to south fashion on the west side of US 27 and they literally bored through a twelve-inch watermain. Again, our utilities were located. That water spill caused a collapse of our road and it started to undermine US 27. It does not mean US 27 is unsafe to drive on, it just means it needs to be fixed. It needs to be fixed at the contractor's cost and not the city's. The city did not cause any damage. With that and after hearing some of the other stories, he has compiled a list of about twelve water and sewer issues where they have hit our water/sewer pipes. The Gas Director is also gathering a list that he will provide of where they hit some gas mains. We are going to have a meeting with them because the third issue we have is that they have not functioned like the city does. We are not perfect, but typically when we do projects like this, we put a hanger on the door or we knock on the door to say we will be in the front yard. They have not done that and that is the derivative of the complaints. He will pull together all of the incidents with what was located and what was not located. However, he believes everything was located. This is about what the fixed bill will be. Right now, we have absorbed all the expenses, but we will be passing those costs on. We will tell them that they need to work a little better, slow the work down or cease. That will be the conversation to come as a result of the comments. **Commissioner Reisman** thanked him. He then said he would like to get with the CDC to hear more about their master plan. He would like the opportunity to walk the properties and continue the good partnership. With the Center for the Arts (CFA) board, he would like to direct the city manager to get with the president to have a joint session to discuss future items. **Commissioner Pederson** commented that he believed Commissioner Berry was appointed as liaison to the Center for the Arts. Does he want all the commissioners present or just Commissioner Berry? **Commissioner Reisman** replied he would like all the commissioners to attend a joint session. **Commissioner Pederson** asked when he would like to do this. **Commissioner Reisman** said he would like the city manager to reach out to the president. He knows they proposed a date. He thought it was March 9th, but he was unsure if that worked for everyone. The city manager can work out the details and get back to the commission. **Commissioner Pederson** said that they needed more information about the Center for the Arts and he hoped it would flow before that meeting. **CM Minner** replied yes, it would. **Mayor Burry** stated he would be glad to meet with them. **Commissioner Pederson** remarked that he would like to know what the meeting was about and the substance. **CM Minner** agreed there is information that the city needs to know. He will schedule it so that information is presented at that joint meeting. **Commissioner Berry** asked if March 9th was the only date available. **Commissioner Reisman** said they are open to other dates, but that was what they proposed.

Mayor Burry stated in the FMPA weekly email that Pam Hester sends out, there was a presentation by a gentleman named Robert Bryce that talked about the energy problems the State of Florida is undergoing. It underscored the same information that the city manager provided to the public. It would be especially helpful for the new commissioners and it would be a good synopsis for when somebody asks about their electric bill and why that is what it is. It had a lot of really good, accurate information. **Commissioner Pederson** commented that he had not seen that, but he would go back and look at the article. He said about a month ago he pointed out to the city manager an article on the front page of the Orlando Sentinel. It talked about FPL and Duke and how they are just now going to the Public Service Commission to request rate increases. We were one of the first to raise our rates, so by the time they start raising their rates, hopefully, we will start bringing ours down a little bit.

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 7:05 p.m.

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.B.1.

Meeting Date: February 13, 2023

From: Cliff Kelsey, (Public Works Director), Aaliyah Davis, (Purchasing Manager)

Subject: Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute an Agreement for Aquatic Vegetation Management services with Southern Aquatic Management, Inc.; and providing an effective date.

Staff Recommendation:

Staff recommends award of Invitation for Bid (IFB) 230301 to Southern Aquatic Management, Inc. and approval of the resolution authorizing execution of an Agreement for aquatic vegetation management services with Southern Aquatic Management, Inc.

Analysis:

The purpose of this Solicitation is to contract with a qualified and experienced company to provide ongoing aquatic vegetation management at 43 bodies of water (lakes & ponds) within the City. Most of the maintenance locations are stormwater ponds. The contractor will provide services for control and eradication of unwanted or invasive aquatic vegetation.

Procurement Analysis:

The Procurement Division issued Invitation for Bid 230301 for Aquatic Vegetation Management Services on December 12, 2022. On January 17, 2023 the City received three (3) bid responses. Responses were reviewed and staff has deemed Southern Aquatic Management, Inc. as the Supplier submitting the lowest responsive bid. Summary of Bids showing the total annual cost for each Supplier is provided:

SUMMARY OF BIDS

Firm Name	Annual Cost
Southern Aquatic Management, Inc	\$66,900.00
Professional Waterfront Cleanup, LLC	\$73,140.00
Bio-tech Consulting, Inc	\$98,736.00

Options:

1. Approve award of IFB 230301 and approval of the resolution authorizing execution of the agreement

with Southern Aquatic Management, Inc.; or

2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

Incurred expenses will be taken out the various department's current budgets which include these services.

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE
AN AGREEMENT FOR AQUATIC VEGETATION MANAGEMENT
SERVICES WITH SOUTHERN AQUATIC MANAGEMENT, INC.; 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 SOUTHERN AQUATIC MANAGEMENT, INC. whose address is Post Office Box 1633, Sanford, FL 32772 for AQUATIC VEGETATION MANAGEMENT (IFB 230301).

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 on the 13th day of February 2023.

Mayor

ATTEST:

City Clerk

AGREEMENT FOR AQUATIC VEGETATION MANAGEMENT SERVICES

THIS AGREEMENT is made as of the 13th day of February in the year 2023, 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 **SOUTHERN AQUATIC MANAGEMENT, INC.** whose address is 1980 Dolgner Pl Suite 1048, Post Office Box 1633, Sanford, Florida 32772 (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. Invitation for Bid (IFB) 230301 – Aquatic Vegetation Management; and
- c. The CONTRACTOR’S response to IFB 230301 made electronically on January 17, 2023 at 1:27 AM EST.

2. **Scope of Services.** The CONTRACTOR shall furnish AQUATIC VEGETATION MANAGEMENT SERVICES to the CITY for the locations listed in ATTACHMENT “A” and made part of this Agreement. The unit costs of the services shall not exceed those stated in ATTACHMENT “A” except where the cost adjustment clause has been exercised following the Firm Fixed Price Period. Nothing herein shall limit the CITY’S right to obtain proposals or services from other contractors for same or similar work.

3. **Labor and Materials.** The CONTRACTOR shall furnish all labor, material and equipment necessary for satisfactory contract performance. When not specifically identified in the technical specifications, such materials and equipment shall be of a suitable type and grade for the purpose. All material, workmanship, and equipment shall be subject to the inspection and approval of the CITY's representative.

4. **Other Services.** The CITY may request Other Services related to Aquatic Vegetation Management and Removal that may not specifically appear in the list of contracted services. For any Other Services the CITY will request the CONTRACTOR to prepare a Cost Proposal for the desired services. The CITY and CONTRACTOR will mutually agree to the Scope of Work and Cost for Other Services requested under this Agreement.

5. **Professional License.** The CONTRACTOR will hold and maintain all required professional licenses required by regulatory agencies to perform the services covered by this Agreement.

6. **Payment.** All invoices shall contain the purchase order number, date and location of services provided quantity of services, CITY pay item number, item description and confirmation of acceptance of the services by the appropriate City representative. Failure to submit invoices in the prescribed manner will delay payment. Payments shall be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes.

7. **Term of Agreement.** The Initial Term of the Agreement will be through February 28, 2026.

- a. **Option to Renew.** The CITY may renew the Agreement for an additional term or terms not to exceed a total of three (3) additional years, if mutually agreed upon by the CONTRACTOR and the CITY.

8. **Firm Fixed Price Period.** All Pricing will be firm and fixed through the Initial Term of the Agreement. Following the firm fixed price period the CONTRACTOR may request a price adjustment as provided for in the Cost Adjustments section.

- a. **Cost Adjustments.** Any cost adjustment(s) shall be made by a written amendment to this Agreement. Approval will be made by the Leesburg City Commission as the approving body of this original Agreement.

9. **Cost Adjustment.** Pricing for any Renewal Terms will be subject to an adjustment only if increases in the industry can be documented. However, unless very unusual and significant changes have occurred in the industry, such increases shall not exceed 5% per year.

The CONTRACTOR is responsible for requesting any Price Adjustment during the Contract renewal process. Any requested price increase shall be fully documented and submitted to the CITY at least sixty (60) days prior to the then current Contract term. Any approved Price Adjustment will become effective when the Contract is extended by written Amendment.

The CITY may, after examination, refuse to accept the requested Price Adjustment if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the CITY does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the CITY, the Agreement will not be renewed.

10. **Termination for Convenience.** The CITY may terminate this Agreement at any time without cause by providing the CONTRACTOR with FIFTEEN (15) calendar days advance notice in writing. 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 termination notice.

11. **Termination for Default.** If, through any cause, the CONTRACTOR shall 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 shall thereupon 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.

12. **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.

13. **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.
 - v. 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.
 - vi. All liability insurance, except professional liability, shall be written on an occurrence basis.
 - vii. The CONTRACTOR waives its right of recovery against the CITY to the extent permitted by its insurance policies.
 - viii. 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.

14. **Waiver of Lien.** The CONTRACTOR agrees to make payment of all proper charges for labor and materials 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.

15. **Indemnification.** The CONTRACTOR agrees to make payment of all proper charges for labor required in the aforementioned work and CONTRACTOR shall indemnify CITY and hold it harmless from and against any loss or damage, claim or cause of action, and any attorneys' fees and court costs, arising out of: any unpaid bills for labor, services or materials furnished to this project; any failure of performance of CONTRACTOR under this Agreement; or the negligence of the CONTRACTOR in the performance of its duties under this Agreement, or any act or omission on the part of the CONTRACTOR, his agents, employees, or servants.

CONTRACTOR shall defend, indemnify, and save harmless the CITY 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 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 this Agreement, or through the negligence of the CONTRACTOR in the performance of its duties under this Agreement, or through any act or omission on the part of the CONTRACTOR, his agents, employees, or servants.

If however, this Agreement is a "construction contract" as defined in and encompassed by the provision of Florida Statutes § 725.06, then the following shall apply in place of the aforementioned indemnification provision:

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.

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

17. Permits, Licenses, and Fees. CONTRACTOR will obtain and pay for all permits and licenses required by law that are associated with the CONTRACTOR'S performance of the Scope of Services. All permits and licenses required by law or requirements of the Request for Proposal will remain in force for the full duration of this Agreement and any extensions.

18. 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.

19. **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.

20. **Contingent Fees Prohibited.** The CONTRACTOR warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONTRACTOR any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. In the event of a breach of this provision, the CITY shall have the right to terminate this Agreement without further liability and at its discretion, deduct from the contract price, or otherwise recover, the full amount of any such fee, commission, percentage, gift or consideration paid in breach of this Agreement.

21. **Acceptance of Goods or Services.** The goods delivered as a result of an award from this solicitation shall remain the property of the CONTRACTOR, and services rendered under the Agreement will not be deemed complete, until a physical inspection and actual usage of the product(s) and/or service(s) is (are) accepted by the CITY and shall be in compliance with the terms herein, fully in accord with the specifications and of the highest quality.

Any goods and/or services purchased as a result of this solicitation and/or Agreement may be tested and/or inspected for compliance with specifications. In the event that any aspect of the goods or services provided is found to be defective or does not conform to the specifications, the CITY reserves the right to terminate the solicitation or initiate corrective action on the part of the CONTRACTOR, to include return of any non-compliant goods to the CONTRACTOR at the CONTRACTOR's expense, requiring the CONTRACTOR to either provide a direct replacement for the item, or a full credit for the returned item. The CONTRACTOR shall not assess any additional charge(s) for any conforming action taken by the CITY under this clause. The CITY

will not be responsible to pay for any product or service that does not conform to the contract specifications.

In addition, any defective product or service or any product or service not delivered or performed by the date specified in the purchase order or contract, may be procured by the CITY on the open market, and any increase in cost may be charged against the awarded contractor. Any cost incurred by the CITY in any re-procurement plus any increased product or service cost shall be withheld from any monies owed to the CONTRACTOR by the CITY for any contract or financial obligation.

This project will be inspected by an authorized representative of the CITY. This inspection shall be performed to determine acceptance of work, appropriate invoicing, and warranty conditions.

22. **Ownership of Documents.** All data, specifications, calculations, estimates, plans, drawings, construction documents, photographs, summaries, reports, memoranda, and other documents, instruments, information and material prepared or accumulated by the CONTRACTOR (or by such sub-consultants and specialty consultants) in rendering services hereunder shall be the sole property of the CITY who may have access to the reproducible copies at no additional cost other than printing. Provided, that the CONTRACTOR shall in no way be liable or legally responsible to anyone for the CITY'S use of any such materials for another PROJECT, or following termination. All original documents shall be permanently kept on file at the office of the CONTRACTOR.

23. **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.

24. **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.

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

26. **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.

27. **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: Aaron Church, President

Address: 1980 Dolgner Place, Suite 1048

City, State & Zip: Sanford, FL 32771

Telephone: 407-878-6655

Email Address: a.church@southernaquaticmgmt.com

CITY Contact Information

Name/Title: Chad Conklin, Operations Supervisor

Telephone: 352-728-9783, Ext. 2449

Email Address: Chad.Conklin@leesburgflorida.gov

28. **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.

29. **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.

30. **Warranty.** The CONTRACTOR agrees that, unless expressly stated otherwise in the bid or proposal, the product and/or service furnished as a result of an award from this solicitation shall be covered by the most favorable commercial warranty the CONTRACTOR gives to any customer for comparable quantities of products and/or services and the rights and remedies provided herein are in addition to said warranty and do not limit any right afforded to the CITY by any other provision of this solicitation.

The CONTRACTOR hereby acknowledges and agrees that all materials, except where recycled content is specifically requested, supplied by the CONTRACTOR in conjunction with this Agreement shall be new, warranted for their merchantability, and fit for a particular purpose.

31. **Risk of Loss.** The CONTRACTOR assumes the risk of loss of damage to the CITY's property during possession of such property by the CONTRACTOR, and until delivery to, and acceptance of, that property to the CITY. The CONTRACTOR shall immediately repair, replace or make good on the loss or damage without cost to the CITY, whether the loss or damage results from acts or omissions (negligent or not) of the CONTRACTOR or a third party.

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.

32. **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 complies with 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.

33. **Counterparts.** Original signatures transmitted and received via facsimile or other electronic transmission of a scanned document, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall bind the parties to the same extent as that of an original signature. Any such facsimile or electronic mail transmission shall constitute the final agreement of the parties and conclusive proof of such agreement. Any such electronic counterpart shall be of sufficient quality to be legible either electronically or when printed as hardcopy. The CITY shall determine legibility and acceptability for public record purposes. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

34. **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.

SOUTHERN AQUATIC MANAGEMENT, INC.

By: _____

Printed: _____

Its: _____
(Title)

CITY OF LEESBURG, FLORIDA

Jimmy Burry, Mayor

ATTEST:

J. Andi Purvis, City Clerk

Approved as to form:

William Watson, City Attorney

ATTACHMENT 'A'

Item Number	Aquatic Vegetation Management Services	Location	Frequency	Months	Unit Cost	Annual Cost
1	Stormwater Park (Berry Park)	2121 John's Avenue	Monthly	12	\$ 120.00	\$ 1,440.00
2	Lake Dixie Park (Lakes William & Mary)	1401 Meadows Ave	Monthly	12	\$ 135.00	\$ 1,620.00
3	Fountain Lake Park	600 W. Meadow Street	Monthly	12	\$ 95.00	\$ 1,140.00
4	Venetian Gardens	201 E. Dixie	Monthly	12	\$ 570.00	\$ 6,840.00
5	Ski Beach	201 E. Lake Harris Drive	Monthly	12	\$ 145.00	\$ 1,740.00
6	Herlong Park	700 E. North Blvd	Monthly	12	\$ 95.00	\$ 1,140.00
7	Singletary Park	1902 S. 14th Street	Monthly	12	\$ 95.00	\$ 1,140.00
8	Marina	250 Ball Park Road	Monthly	12	\$ 110.00	\$ 1,320.00
9	Henderson Park	810/908/910 North Shore Drive	Monthly	12	\$ 190.00	\$ 2,280.00
10	Lake Lucerne	Lucerne Circle	Monthly	12	\$ 135.00	\$ 1,620.00
11	Lake Lorraine	East of Glenridge Dr.	Monthly	12	\$ 155.00	\$ 1,860.00
12	Little Lake Lorraine	West of Glenridge Dr	Monthly	12	\$ 110.00	\$ 1,320.00
13	Lake Maitland	Butler Street	Monthly	12	\$ 85.00	\$ 1,020.00
14	Dyches Lake	Stoer Island Dr.	Monthly	12	\$ 145.00	\$ 1,740.00
15	Scenic Street Pond	North of Scenic Street	Monthly	12	\$ 130.00	\$ 1,560.00
16	Indian Lane Pond	East of Indian Lane	Monthly	12	\$ 95.00	\$ 1,140.00
17	Nursery Road Retention Pond	Nursery Road	Monthly	12	\$ 75.00	\$ 900.00
18	Flamingo Drive Pond	Flamingo Drive	Monthly	12	\$ 110.00	\$ 1,320.00
19	Lake Hollywood	Hollywood Drive and Florida Avenue	Monthly	12	\$ 210.00	\$ 2,520.00
20	Louis Street Pond	Louis Street	Monthly	12	\$ 170.00	\$ 2,040.00
21	Park Lane	14th Street	Monthly	12	\$ 110.00	\$ 1,320.00
22	Balmoral Circle Pond	Balmoral Circle	Monthly	12	\$ 75.00	\$ 900.00
23	Lake Robin Hood	Cambridge Drive	Monthly	12	\$ 225.00	\$ 2,700.00
24	Chester Street Pond	Chester Street	Monthly	12	\$ 135.00	\$ 1,620.00
25	McCormack Pond	McCormack Street	Monthly	12	\$ 110.00	\$ 1,320.00
26	Lake Bonaire	Louis Street	Monthly	12	\$ 95.00	\$ 1,140.00
27	DOT Pond	E. Dixie Avenue	Monthly	12	\$ 110.00	\$ 1,320.00
28	Pepper Tree Pond (Pepper Tree Apartments)	2503 South Street	Monthly	12	\$ 95.00	\$ 1,140.00
29	Airport Blvd	Airport Blvd	Monthly	12	\$ 165.00	\$ 1,980.00
30	Venetian Community Center Pond	1 Dozier Circle	Monthly	12	\$ 100.00	\$ 1,200.00
31	Lake Mary	211 Lee Meadows Ave	Monthly	12	\$ 135.00	\$ 1,620.00
32	Griffin Road Gym Pond 1	1851 Griffin Rd	Monthly	12	\$ 100.00	\$ 1,200.00
33	Griffin Road Gym Pond 2	1851 Griffin Rd	Monthly	12	\$ 80.00	\$ 960.00
34	Perkins Street DOT Pond	714 Perkins St	Monthly	12	\$ 100.00	\$ 1,200.00
35	Centrury Link Pond	500 Webster St	Monthly	12	\$ 100.00	\$ 1,200.00
36	Canal Street Pond	505 Canal Street	Monthly	12	\$ 100.00	\$ 1,200.00
37	Aquatic Center Pond 1	312 Pine St	Monthly	12	\$ 90.00	\$ 1,080.00
38	Aquatic Center Pond 2	312 Pine St	Monthly	12	\$ 90.00	\$ 1,080.00
39	Aquatic Center Pond 3	312 Pine St	Monthly	12	\$ 90.00	\$ 1,080.00
40	Hall Circle	501 North BV	Monthly	12	\$ 95.00	\$ 1,140.00
41	Unnamed - TBD	Alt Key 3818470 Approx. 220' West of 7928 US Hwy 441	Monthly	12	\$ 175.00	\$ 2,100.00
42	Unnamed - TBD	Alt Key 1703719 at the corner of US Hwy 441	Monthly	12	\$ 100.00	\$ 1,200.00
43	Unnamed - TBD	Alt Key 1206481- Next door to 114 Sunnyside Dr.	Monthly	12	\$ 125.00	\$ 1,500.00
Total Annual Cost						\$ 66,900.00

ADDITIONAL CONTRACT ITEMS

These prices will be used when additional herbicide is required for vegetation control above the normal application rates. Provide unit of measure and unit pricing for the herbicide products listed as well as those not listed that your company could/would use.

Examples provided as reference for informational purposes only.

Herbicide Product	Unit of Measure	Price per Unit
Glyphosate (Example: Rodeo, Aquanet)	Gallon	\$ 60.65
2, 4-D (Example: selective broadleaf herbicide such as Weedar)	Gallon	\$ 31.00
Triclopyr (Example: Garlon No. 3 and 4)	Gallon	\$ 95.50
Diquat (Example: Tribune and Reward)	Gallon	\$ 90.00
Copper Sulfate (Example: Seclear, Argos, and Cutrine)	Pound	\$ 2.50
Endothall (Example: Hydrothol 191, Hydrothol 191 Granular, Aquathol K and Aquathol Super K)	Gallon	\$ 107.50
Herbicides Not Listed		
List any other herbicides your company uses for this service that are not listed above.		
Herbicide Product	Unit of Measure	Price per Unit
Flumioxazin (Clipper)	Pound	\$ 60.00
Imazapyr (Polaris, Habitat)	Gallon	\$ 108.25
Chelated Copper (Captain XTR)	Gallon	\$ 49.00
Fluridone (Sonar AS, Avast)	Ounce	\$ 21.31
		\$
		\$
Hourly Rate to perform Manual/Physical Removal:		\$ <u>250</u> Per Hour



230301 - AQUATIC VEGETATION MANAGEMENT SERVICES

Project Overview

Project Details	
Reference ID	230301
Project Name	AQUATIC VEGETATION MANAGEMENT SERVICES
Project Owner	Aaliyah Davis, MBA,FCCM, CPP
Project Type	IFB
Department	Procurement
Project Description	Project Description The City of Leesburg, Florida invites qualified and experienced Contractors to submit responses for providing all the necessary labor, materials, equipment, and supervision for Aquatic Vegetation Management services on an annual contract basis. Details and specifications are outlined within the Invitation for Bid (IFB) package.
Open Date	Dec 12, 2022 2:30 PM EST
Close Date	Jan 17, 2023 2:00 PM EST

SPECIAL TERMS & CONDITIONS

ST-1. BACKGROUND

The purpose of this solicitation is to establish a “Fixed Unit Price - Requirements Type Agreement” for providing Aquatic Vegetation Management Services on a monthly basis in conjunction with the City's needs. The contractor shall furnish/supply all labor, equipment, fuel, materials and any other items needed to perform all operations necessary in accordance with the specifications as described in Solicitation Package, and subject to the terms and conditions of the contract.

ST-2. SITE INSPECTION

Suppliers are responsible for inspecting the site and familiarizing themselves with the location and conditions. Suppliers must make all necessary measurements to determine quantities of materials required.

ST-4. DISCREPANCIES AND OMISSIONS.

A Supplier who discovers discrepancies or omissions with the project bid documents shall immediately notify the City's Procurement Representative. A Supplier that has doubt as to the true meaning of a project requirement may submit to the City's Procurement Representative a written request/question for interpretation no later than seven (7) days prior to bid opening. Any interpretation of the project bid documents by the City will be done in writing within the Solicitation Platform by the City. The City will not consider any instructions, clarifications or interpretations of the bidding documents in any manner other than in writing through the Solicitation Platform.

ST-5. ELIGIBILITY

- a. Responses will only be considered from firms which are regularly engaged in business of performing the services requested in this solicitation and who have verifiable evidence of a consistent satisfactory record of performance.
- b. Responses from firms which are not regularly engaged in business of performing the services requested shall be deemed not responsible and eliminated from consideration.
- c. Suppliers must have a minimum of five (5) years' experience in performing the same or similar work required on this project.
- d. Suppliers shall provide a minimum of three (3) reference projects completed within the last five (5) years related to similar contracts of similar scope and size. References shall be given on the forms provided.

ST-6. LICENSES

The Supplier submitting a bid must hold the appropriate license for the work being performed.

The Supplier shall obtain and pay for all licenses required for this project and shall comply with all laws, ordinances, regulations and building code requirements applicable to the work contemplated herein. Damages, penalties and/or fines imposed on the City or the vendor for failure to obtain required licenses shall be borne by the vendor.

The Suppliers must hold the necessary valid license for the type of work to be performed for the full duration of the project. Allowing the license to lapse at any time during the project will be cause for the contract to be terminated for cause. The license must be effective at the time the bid is submitted.

ST-7. RESTRICTED DISCUSSIONS

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

ST-8. BID OPENING

A public bid opening will not be held.

ST-9. METHOD OF AWARD

To a single Supplier in the aggregate. Recommendation of Award will be to the responsible Supplier submitting the lowest responsive bid and holding the necessary licenses, certifications and experience. Determination of low bid amount will be made using the total bid for the Base Bid Items only and will not consider additional contract items.

ST-10. QUANTITIES

Measurements and quantities which may be given are estimates only, given for informational purposes. Bidders are encouraged to visit the sites to verify measurements and quantities.

The City reserves the right to alter the quantities of work to be performed at any time when necessary and the Contractor shall perform the work as altered, increased or decreased. Payment for such altered increased or decreased quantity will result in an Equitable Adjustment for changed work. Equitable Adjustments can result in price increases for the Contractor for increased work, or price reductions for the City for reduced work. No allowance will be made for any change in anticipated profits nor shall such changes be considered as waiving or invalidating any conditions or provisions of the Contract and Bond.

ST-11. CONTRACT

The City intends to execute a Fixed Unit Services Agreement with an initial term of three (3) years prepared by the City with the awarded Supplier.

ST-12. METHOD OF PAYMENT

- a. All invoices shall contain the purchase order number, date and location of delivery or service, and confirmation of acceptance of the goods or services by the appropriate City representative.
- b. Failure to submit invoices in the prescribed manner will delay payment.
- c. Payments shall be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes.

ST-13. COMPLIANCE

The Contractor will comply with all laws, ordinances, regulations and building code requirements applicable to the work contemplated herein. Damages, penalties and/or fines imposed on the City or the Contractor for failure to obtain required permits, inspection fees, or inspections shall be borne by the Contractor.

ST-14. RISK OF LOSS

- a. The Contractor assumes the risk of loss of damage to the City's property during possession of such property by the Contractor, and until delivery to, and acceptance of, that property to the City. The Contractor shall immediately repair, replace or make good on the loss or damage without cost to the City, whether the loss or damage results from acts or omissions (negligent or not) of the vendor or a third party.
- b. The Contractor will 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 any subsequent contract. 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.

ST-15. CONTRACTOR FURNISHED LABOR, MATERIALS, & EQUIPMENT

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

ST-16. 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 contract or enter into a contract with a subcontractor that fails to certify to the contractor that the subcontractor is in compliance with the terms stated within. The General Contractor nor any subcontractor employed by him shall

not knowingly employ or contract with an illegal alien to perform work under this contract. 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 programs shall be included in contract price. Failure to meet this requirement may result in contract termination by the City.

ST-17. FAIR LABOR STANDARDS ACT

No contractor or subcontractor holding a service contract with the City for any dollar amount shall pay any of its employees working on the contract less than the minimum wage specified in section 6(a)(1) of the Fair Labor Standards Act 29 U.S.C. 206. Failure to meet this requirement may result in contract termination by the City.

[END OF SPECIAL TERMS & CONDITIONS]

SCOPE OF WORK

SW-1. **SCOPE**

The Contractor will provide Aquatic Vegetation Control at the locations described in this Solicitation Package. The Contractor will use industry acceptable methods to maintain vegetation control. Any Contract awarded pursuant to this Solicitation Package will require the Contractor to perform all services necessary to accomplish the tasks in regard to Aquatic Vegetation Control.

SW-2. **SPECIFICATIONS**

The provision of all labor, equipment, materials, chemicals and supervision required to provide Aquatic Vegetation Control Services in Lakes and Ponds throughout the City of Leesburg as identified in this section.

a. **Treatments – General**

- i. Treatment of designated areas will be in conjunction with both federally and State approved recommended herbicides for control/prevention/eradication of unwanted/invasive aquatic vegetation.
- ii. On a monthly basis, the Contractor will prepare and forward to the Public Works Director a detailed service report containing:
 - Control methods that were used during the treatment
 - Include sample product labels
 - MSDS sheets for all products used
 - List of targeted pests
 - An approximate timeframe in which the City can expect to see results.
- iii. Guarantee of performance of work must be to the satisfaction of the City of Leesburg as defined under **Treatment Goals**.

b. **Monthly Treatments**

- i. Monthly treatments for the control and prevention of noxious aquatic weeds and algae will be required for all sites designated herein
- ii. Monthly treatments include, but are not limited to, the following:
 - Underwater and floating vegetation control program
 - Shoreline grass and brush control program
 - Measurements of Dissolved Oxygen levels prior to treatment to ensure that treatment will not adversely affect Dissolved Oxygen levels and thereby adversely affect aquatic organisms.
- iii. Contractor will prepare and submit written monthly service reports containing:
 - Identification of any aquatic vegetation present and corrective action taken, including name(s) of chemicals used.
 - Include sample product labels (if new products are used).
 - MSDS sheets for all products used (if new products are used).
 - Record of location and value of pretreatment Dissolved Oxygen
- iv. Emergency callback and/or additional treatment during any given month will be performed at no additional cost to the City.

c. **Shoreline Treatment**

Shoreline treatment shall consist of control of unwanted plant growth along the edge of the shoreline as far out into the water as plant growth is present. Treatment must also comply with the City's Department of Environmental Protection (DEP) permit.

d. **Treatment Goals (Service Levels)**

Goals for the treatment of aquatic vegetation include:

iv. In natural bodies of water:

- Keep invasive and exotic vegetation to less than 10% coverage
- Make water body aesthetically pleasing
- Retain beneficial plants
- Abide by terms of the City's DEP permit and to communicate with local DEP biologist anytime that there is a change in natural conditions

v. In retention areas:

- Allow system to function as it was designed.
- Keep aquatic weeds under control to less than 10% coverage (including filamentous algae).
- Allow for maximum water holding capacity.
- Allow water to freely enter and leave the system as designed
- Prevent invasive weeds from covering the bottom of retention area (in order to avoid reducing percolation rate).
- Retain beneficial plants.

e. **Re-treatment**

The City will require the Contractor to make additional treatments or re-treatments if the Treatment Goals are not being met. Re-treatment will be performed at no additional cost to the City. Suppliers must include in their bid price sufficient resources to meet the above described Treatment Goals.

f. **Abnormal Environmental Conditions**

Should the Treatment Goals not be met as a result of unusual environmental conditions (i.e., excessive rain, higher than normal heat); the City and Contractor will mutually agree upon a cost to add additional treatments in order to meet the Treatment Goals.

g. **Mechanical / Physical Removal**

The City may request the contractor to perform mechanical or physical removal of aquatic vegetation. Please provide an hourly rate for these services where indicated on the pricing sheet.

h. **Chemicals**

The Contractor shall use only Federal and State approved chemicals for the control of aquatic weeds and algae.

i. **Coordination**

The Contractor must coordinate all monthly treatment with the designated Public Works Representatives for their respective groups of maintenance locations. The department representatives will be designated in the resulting services contract.

j. **Miscellaneous**

- i. Please note that not all locations will have boat access.
- ii. Most locations are less than one (1) acre in size.

SW-3. **PERSONNEL REQUIREMENTS**

All work shall be performed by a technician with a State of Florida commercial herbicide applicators license.

SW-4. **PERMITTING**

The City of Leesburg will be responsible for obtaining all permits required by regulatory agencies to perform these services. All permits are currently active under the City's name.

SW-5. **PRICING**

- a. Supplier must supply single monthly cost to maintain all locations.
- b. Supplier shall provide cost per unit volume for the aquatic herbicides as described in the Price Sheets within the Solicitation package.
- c. Additional chemicals can be used with written permission from the City. Pricing for additional chemicals will be agreed upon PRIOR to use.

SW-6. **LOCATIONS**

1. **Stormwater Park (Berry Park)**

Location: 2121 John's Avenue
Department: Recreation and Parks
Permit: Not required
Treatment: Monthly inspection needed

2. **Lake Dixie Park (Lakes William & Mary)**

Location: 1401 Meadows Ave
Department: Recreation and Parks
Permit: Required
Treatment: Monthly treatment needed

3. **Fountain Lake Park**

Location: 600 W. Meadow Street
Department: Recreation and Parks
Permit: Not required
Treatment: Monthly inspection needed

4. **Venetian Gardens**

Location: 201 E. Dixie
Department: Recreation and Parks
Permit: Required
Treatment: Monthly inspection needed

5. **Ski Beach**

Location: 201 E. Lake Harris Drive
Department: Recreation and Parks
Permit: Required
Treatment: Monthly inspection needed

6. **Herlong Park**

Location: 700 E. North Blvd
Department: Recreation and Parks
Permit: Required
Treatment: Monthly inspection needed

7. **Singletary Park**

Location: 1902 S. 14th Street
Department: Recreation and Parks
Permit: Required
Treatment: Monthly inspection needed

8. **Marina**

Location: 250 Ball Park Road
Department: Recreation and Parks
Permit: Required
Treatment: Monthly inspection needed

9. **Henderson Park**

Location: 810/908/910 North Shore Drive
Department: Recreation and Parks
Permit: Required
Treatment: Monthly inspection needed

10. **Lake Lucerne**

Location: Lucerne Circle
Department: Public Works
Permit: Not required
Treatment: Monthly inspection needed

11. **Lake Lorraine**

Location: East of Glenridge Dr.
Department: Public Works
Permit: Not required
Treatment: Monthly inspection needed

12. **Little Lake Lorraine**

Location: West of Glenridge Dr.
Department: Public Works
Permit: Not required
Treatment: Monthly inspection needed

13. Lake Maitland

Location: Butler Street
Department: Public Works
Permit: Not required
Treatment: Monthly inspection needed

14. Dyches Lake

Location: Stoer Island Dr.
Department: Public Works
Permit: Permit required - held by Environmental Services expires 2/10/14
Treatment: Monthly inspection needed

Dyches Lake is split into three (3) separate lakes by a manmade "causeway." Two of these lakes are deeper and more responsive to treatment than the third lake or main body. For the purpose of identifying these separately additional names for the other water bodies although they are covered by the Dyches Lake permit (Item 13 and 14).

15. Scenic Street Pond

Location: North of Scenic Street
Department: Public Works
Permit: Covered by Dyches Lake permit
Treatment: Monthly inspection needed

16. Indian Lane Pond

Location: East of Indian Lane
Department: Public Works
Permit: Covered by Dyches Lake permit
Treatment: Monthly inspection needed

17. Nursery Road Retention Pond

Location: Nursery Road
Department: Public Works
Permit: Not required
Treatment: monthly inspection needed

18. Flamingo Drive Pond

Location: Flamingo Drive
Department: Public Works
Permit: Not required
Treatment: Monthly inspection needed shoreline areas

19. Lake Hollywood

Location: Hollywood Drive and Florida Avenue
Department: Public Works
Permit: Not required
Treatment: Monthly inspection needed

20. Louis Street Pond

Location: Louis Street

Department: Public Works
Permit: Not required
Treatment: Monthly inspection needed areas

21. Park Lake

Location: 14th Street
Department: Public Works
Permit: Not required
Treatment: Monthly inspection needed

22. Balmoral Circle Pond

Location: Balmoral Circle
Department: Public Works
Permit: Not required
Treatment: Monthly inspection needed

23. Lake Robin Hood

Location: Cambridge Drive
Department: Public Works
Permit: Not required
Treatment: Monthly inspection needed

24. Chester Street Pond

Location: Chester Street
Department: Public Works
Permit: Not required
Treatment: Monthly inspection needed

25. McCormack Pond

Location: McCormack Street
Department: Public Works
Treatment: Monthly inspection needed

26. Lake Bonaire

Location: Louis Street
Department: Public Works
Permit: Not required
Treatment: Monthly inspection needed

27. DOT Pond

Location: E. Dixie Avenue
Department: Public Works
Permit: Not required
Treatment: Monthly inspection needed

28. Pepper Tree Pond (Pepper Tree Apartments)

Location: 2503 South Street
Department: Public Works

Permit: Not required
Treatment: Monthly inspection needed

29. Airport Blvd

Location: 8807 Airport Blvd.
Department: Public Works
Permit: Not required
Treatment: Monthly inspection needed

30. Venetian Community Center Pond

Location: 1 Dozier Circle
Department: Public Works
Permit: Not required
Treatment: Monthly inspection needed

31. Lake Mary

Location: 211 Lee Meadows Ave
Department: Public Works
Permit: Not required
Treatment: Monthly inspection needed

32. Griffin Road Gym Pond 1

Location: 1851 Griffin Rd
Department: Public Works
Permit: Not required
Treatment: Monthly inspection needed

33. Griffin Road Gym Pond 2

Location: 1851 Griffin Rd
Department: Public Works
Permit: Not required
Treatment: Monthly inspection needed

34. Perkins Street DOT Pond

Location: 714 Perkins St
Department: Public Works
Permit: Not required
Treatment: Monthly inspection needed

35. Century Link Pond

Location: 500 Webster St
Department: Public Works
Permit: Not required
Treatment: Monthly inspection needed

36. Canal Street Pond

Location: 505 Canal St
Department: Public Works

Permit: Not required
Treatment: Monthly inspection needed

37. Aquatic Center Pond 1

Location: 312 Pine St
Department: Public Works
Permit: Not required
Treatment: Monthly inspection needed

38. Aquatic Center Pond 2

Location: 312 Pine St
Department: Public Works
Permit: Not required
Treatment: Monthly inspection needed

39. Aquatic Center Pond 3

Location: 312 Pine St
Department: Public Works
Permit: Not required
Treatment: Monthly inspection needed

40. Hall Circle

Location: 501 North Bv
Department: Public Works
Permit: Not required
Treatment: Monthly inspection needed

41. Unnamed – TBD

Location: Alt Key 3818470 Approx. 220' West of 7928 US Hwy 441
Department: Public Works
Permit: Not required
Treatment: Monthly inspection needed

42. Unnamed – TBD

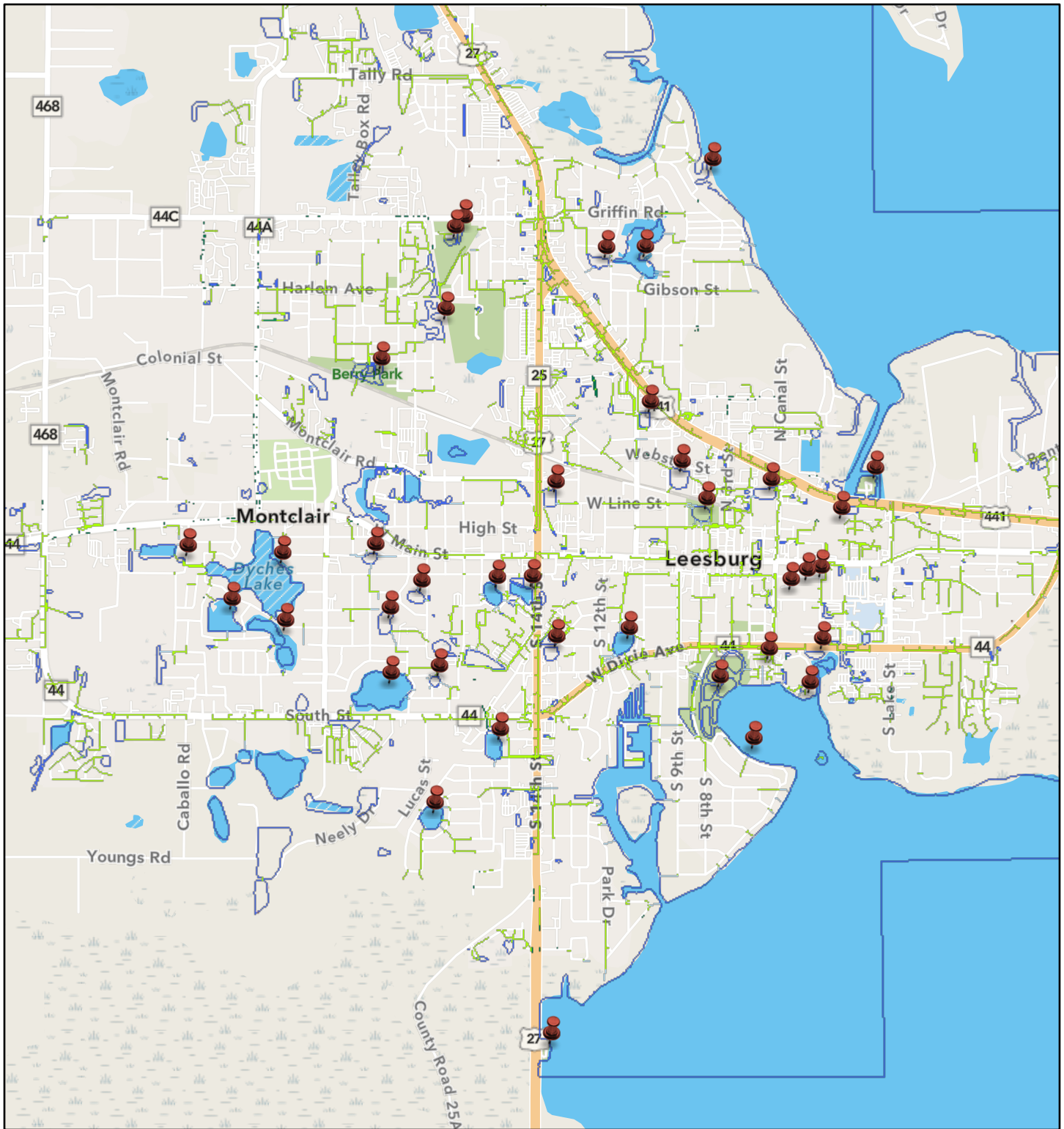
Location: Alt Key 1703719 at the corner of US Hwy 441, Tomato Hill Road,
and Old Tavares Rd. Next to Racetrac (2115 US Hwy 441)
Department: Public Works
Permit: Not required
Treatment: Monthly inspection needed

43. Unnamed – TBD

Location: Alt Key 1206481- Next door to 114 Sunnyside Dr.
Department: Public Works
Permit: Not required
Treatment: Monthly inspection needed

[END OF SCOPE OF WORK]

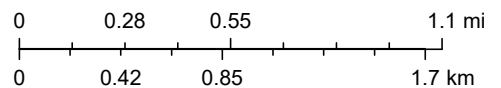
Utility Locator Map



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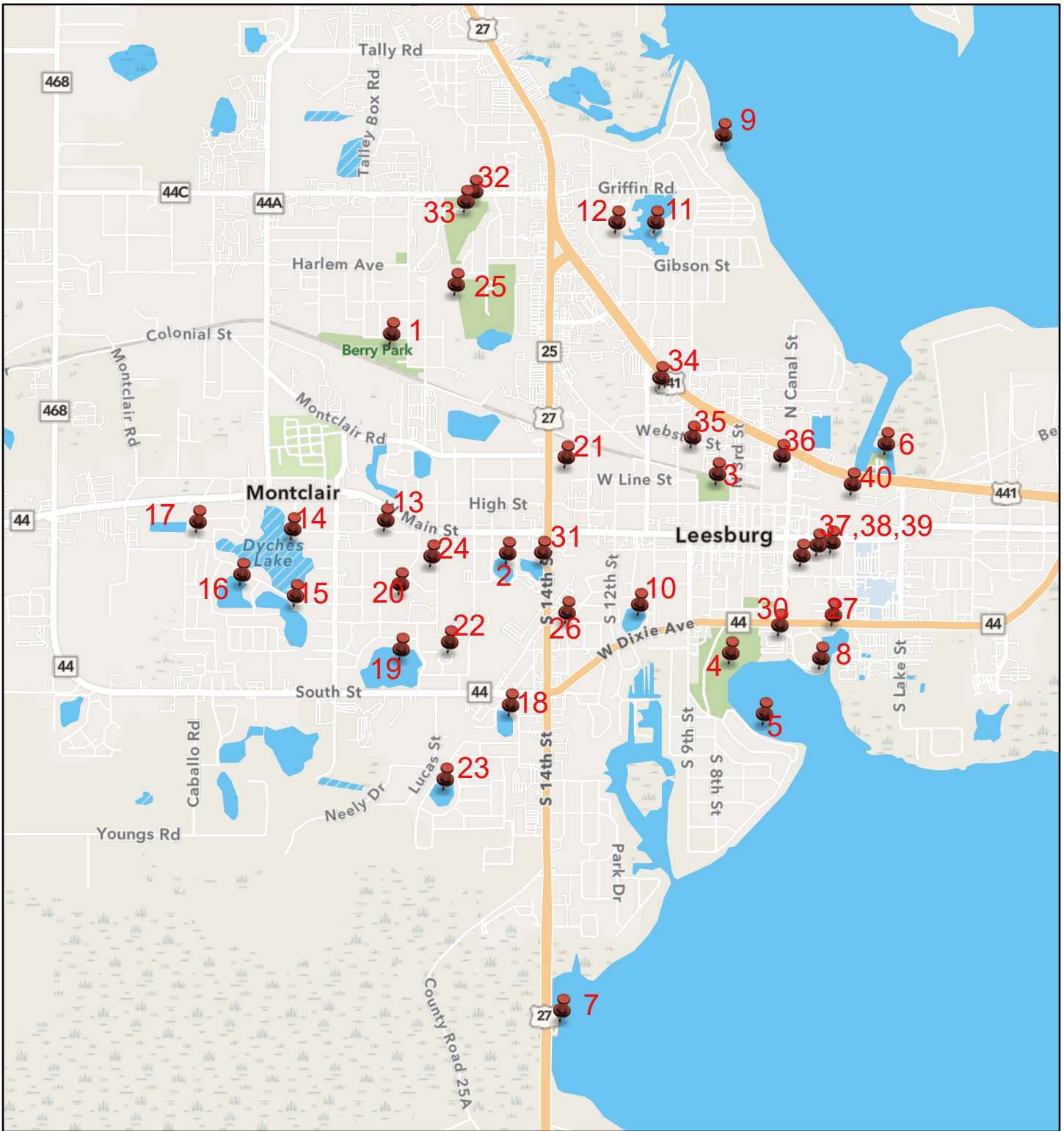
1:36,112

Containments	Pond	Culvert
Conveyance	Undefined	Outfall
Easement	Pipes	Overflow
FacilityPremise	Collector	SideDrain
Hydrology	CrossDrain	



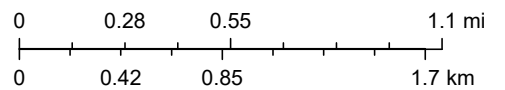
City of Leesburg, Building Department, GIS Division, Lake County GIS, FDEP, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA

Utility Locator Map



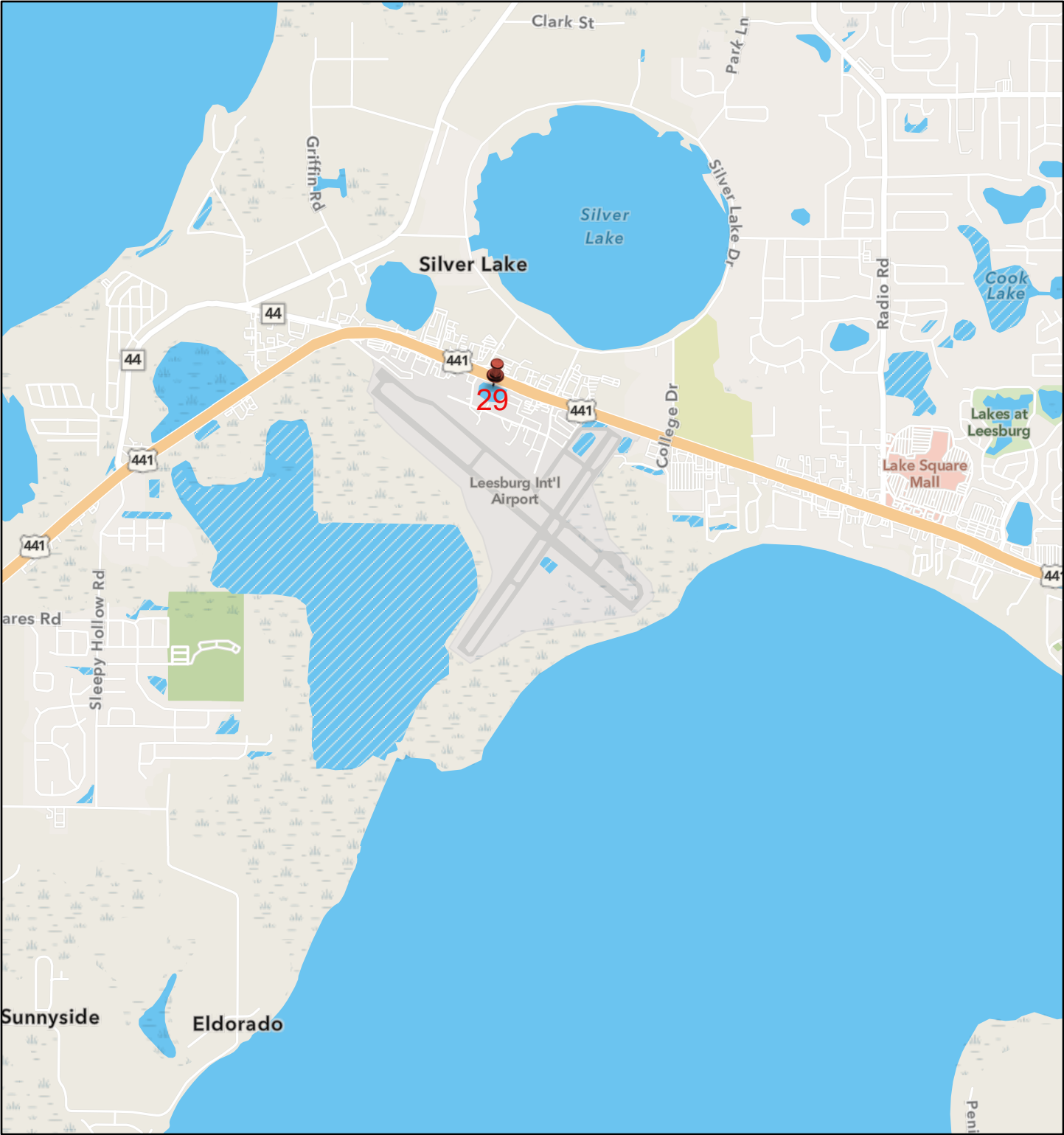
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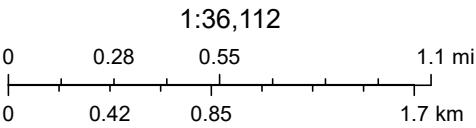


City of Leesburg, Building Department, GIS Division, Lake County GIS, FDEP, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA

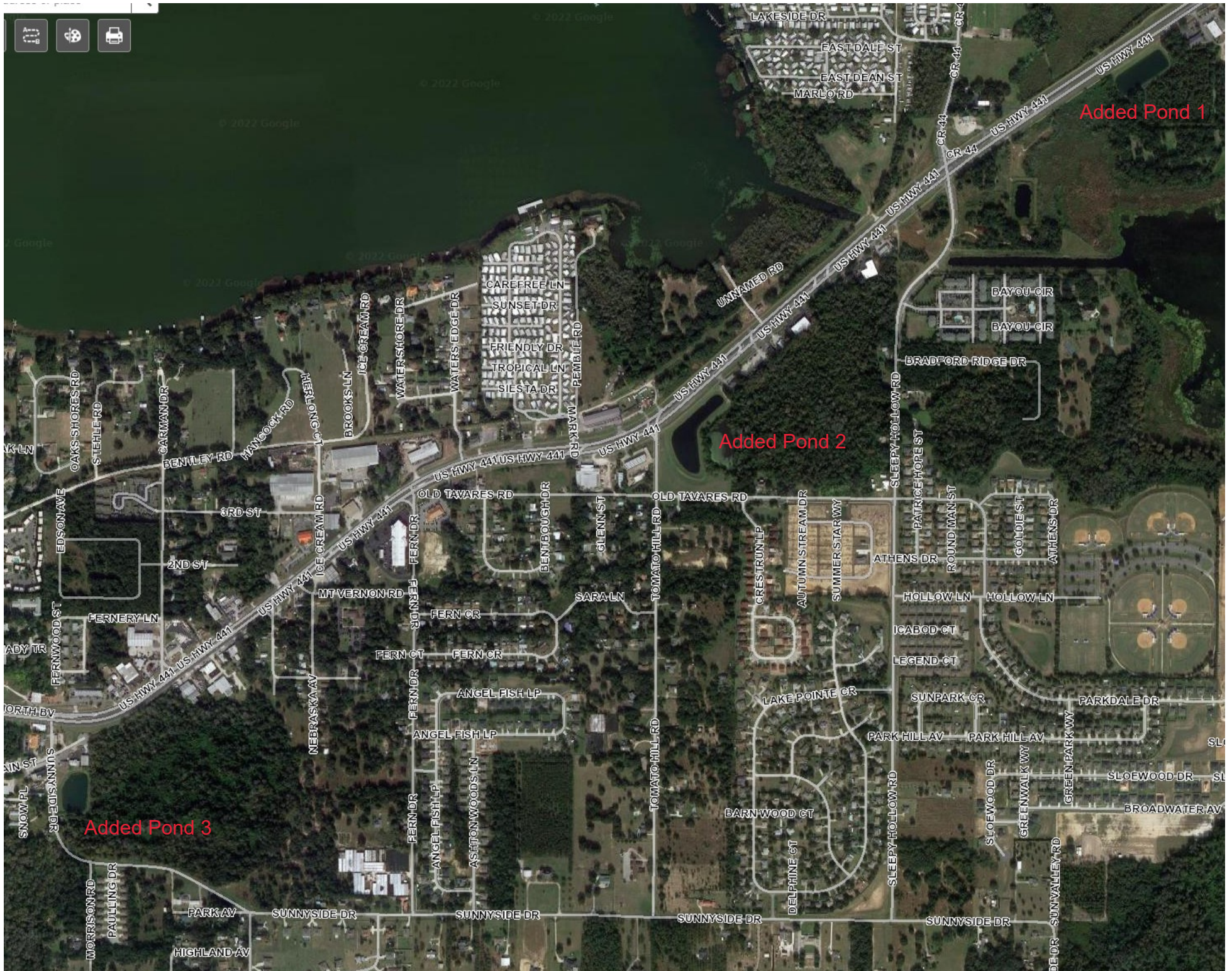
Utility Locator Map



10/4/2022, 12:39:10 PM



City of Leesburg, Building Department, GIS Division, Lake County GIS, FDEP, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA



City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.B.2.

Meeting Date: February 13, 2023

From: Cliff Kelsey, (Public Works Director), Aaliyah Davis, (Purchasing Manager)

Subject: Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute Amendment Three to an existing piggyback Agreement with Paqco, Inc. for on-call pavement and base repair; and providing an effective date.

Staff Recommendation:

Staff recommends approval of the resolution authorizing execution of Amendment Three to an existing Piggyback Agreement with Paqco, Inc. for on-call pavement and base repair construction services to extend the agreement term.

Analysis:

The Public Works Department has the need for an on-call contract for asphalt repairs. These repairs may be needed for minor road repairs, resurfacing, or patching. This contract will allow the department to call the contractor for these type of services for an immediate need.

Procurement Analysis:

This agreement is a Piggyback Agreement using an awarded contract by Lake County Board of County Commissioners. The City's purchasing policy allows for the use of contracts awarded by other government entities. Creation of a Piggyback Agreement is the most efficient method of contracting for construction related services.

Options:

1. Approve the resolution authorizing execution of Amendment Three with Paqco, Inc.; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

Incurred expenses will be taken out the various department's current budgets which include these services.

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE
AMENDMENT THREE TO AN EXISTING PIGGYBACK AGREEMENT WITH
PAQCO, INC. FOR ON-CALL PAVEMENT AND BASE REPAIR; 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 Three agreement with PAQCO, INC. whose address is 101 Weber Avenue, Leesburg, FL 34748, for ON-CALL PAVEMENT AND BASE REPAIR.

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 on the 13th day of February 2023.

Mayor

ATTEST:

City Clerk

**AGREEMENT TO PIGGYBACK A CONTRACT FOR SERVICES
BID BY ANOTHER PUBLIC ENTITY**

THIS AGREEMENT is made as of the 13th day of February in the year 2023, Meadow Street, Post Office Box 490630, Leesburg, Florida 34749-0630 (hereinafter referred to as the “CITY”), and **PAQCO, INC** whose address is 101 Weber Ave, Leesburg, Florida 34748 (“CONTRACTOR”).

WHEREAS, PAQCO, INC (“CONTRACTOR”), entered into a Contract dated June 1, 2019 with Lake County, Florida resulting from the award of the Contracting Entity’s Solicitation ITB 19-0921. The Contract is included here as ATTACHMENT ‘A’.

WHEREAS, CONTRACTOR, and Contracting Entity executed Amendment 1 to the Contract extended the term through May 31, 2021.

WHEREAS, CONTRACTOR, and Contracting Entity executed Amendment 2 to the Contract extended the term through May 31, 2022.

WHEREAS, CONTRACTOR and Contracting Entity executed Amendment 3 to the Contract extended the term through May 31, 2024.

WHEREAS, The City of Leesburg, a Florida municipal corporation (“CITY”) has the legal authority to “piggyback” a contract procured by another government entity when seeking to utilize the same or similar services provided by the said contract; and

WHEREAS, the CITY desires to “piggyback” the above referenced Contract between the CONTRACTOR and Lake County, Florida for utilization of the same or similar services for On -Call Pavement and Base Repair and the Contractor and Lake County consent to the aforesaid “piggybacking”.

NOW THEREFORE, having found it to be in the public interest,

1. **Affirmation.** The CONTRACTOR affirms and ratifies the terms and conditions of the above referenced Contract with Lake County, Florida and agrees to perform the services set forth herein for the CITY in accordance with the terms of said Contract through the ending date of the Contract.

2. **Changes.** Services shall be provided in accordance with the terms of the Contract with “Lake County” except for the following changes. All other terms shall remain.

- a. **Point of Delivery.** Services for the CITY shall be made to the locations as designated by the CITY.
- b. **Party Substitution.** References to “Lake County, Florida”, “Lake County”, or “COUNTY” will be replaced with City of Leesburg (CITY).

3. **Amendment.** Any Amendments to “piggybacked” Contract between CONTRACTOR and Lake County shall be automatically incorporated into this piggyback Contract.

4. **Counterparts.** Original signatures transmitted and received via facsimile or other electronic transmission of a scanned document, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall bind the parties to the same extent as that of an original signature. Any such facsimile or electronic mail transmission shall constitute the final agreement of the parties and conclusive proof of such agreement. Any such electronic counterpart shall be of sufficient quality to be legible either electronically or when printed as hardcopy. The CITY shall determine legibility and acceptability for public record purposes. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

[Signature page follows.]

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

PAQCO, INC.

By: _____

Printed: _____

Its: _____
(Title)

CITY OF LEESBURG, FLORIDA

Jimmy Burry, Mayor

ATTEST:

J. Andi Purvis, City Clerk

Approved as to form:

William Watson, City Attorney

ATTACHMENT 'A'

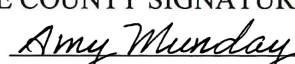


MODIFICATION OF CONTRACT

Modification Number: Six (6) Effective Date: 6/1/2023	Contract Number: 19-0921 Title: <u>On-Call Pavement & Base Repair Contractor</u> Effective Date: 06/01/2019
Contracting Officer: Amy Munday E-mail: <u>amy.monday@lakecountyfl.gov</u> Telephone Number: (352) 343-9768	Contractor Name and Address: Name: PAQCO, Inc. Address: 101 Weber Avenue City: Leesburg, Florida 34788 ATTENTION: Fay Paquette – Vice President
Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 416 Tavares, Florida 32778-7800	
INSTRUCTIONS: Contractor shall sign Signature Block showing acceptance of the below written modification and <u>return this form to Procurement Services within ten (10) days after receipt.</u> Once fully executed, a copy of this modification will be returned to the Contractor to attach to the original Contract.	
DESCRIPTION OF MODIFICATION: Contract modification to extend for one (1) year, expiring May 31, 2024	
CONTRACTOR SIGNATURE BLOCK Signature: <u>[Signature]</u> Print Name: <u>Fay Paquette</u> Title: <u>Vice President</u> Date: <u>1-11-23</u> E-mail: <u>fay@paqcoinc.com</u> Secondary E-mail: _____	LAKE COUNTY SIGNATURE BLOCK Signature: <u>[Signature]</u> Print Name: <u>Amy Munday</u> Title: _____ Date: <u>1-12-23</u>
Distribution: Original – Bid File Copy – Contractor Contracting Officer	



MODIFICATION OF CONTRACT

Modification Number: Five (5) Effective Date: 1/6/2023	Contract Number: 19-0921 Title: <u>On-Call Pavement & Base Repair Contractor</u> Effective Date: 06/01/2019
Contracting Officer: Amy Munday E-mail: amy.monday@lakecountyfl.gov Telephone Number: (352) 343-9768	Contractor Name and Address: Name: PAQCO, Inc. Address: 101 Weber Avenue City: Leesburg, Florida 34788 ATTENTION: Fay Paquette – Vice President
Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 416 Tavares, Florida 32778-7800	
INSTRUCTIONS: Contractor shall sign Signature Block showing acceptance of the below written modification and <u>return this form to Procurement Services within ten (10) days after receipt</u> . Once fully executed, a copy of this modification will be returned to the Contractor to attach to the original Contract.	
DESCRIPTION OF MODIFICATION: Contract modification is to ADD the following services to the contract. SEE HIGHLIGHTED CHANGES ATTACHED:	
CONTRACTOR SIGNATURE BLOCK Signature: <u></u> Print Name: <u>Fay Paquette</u> Title: <u>Vice President</u> Date: <u>1-10-23</u> E-mail: <u>fay@paqcoinc.com</u> Secondary E-mail: _____	LAKE COUNTY SIGNATURE BLOCK Signature: <u></u> Print Name: <u>Amy Munday</u> Title: _____ Date: <u>January 11, 2023</u>
Distribution: Original – Bid File Copy – Contractor Contracting Officer	

Contract 19-0921 - Paqco - Pricing Section			
Item No.	Description	UOM	Per Per Unit
1	Mobilization / Demobilization Charge	Each	\$ 1,750.00
2	Portable Changeable (Variable) Message Signs	Each Day	\$ 800.00
3	Base Repair (10-20 SY)	Square Yards	\$ 60.00
4	Base Repair (>20-50 SY)	Square Yards	\$ 50.00
5	Base Repair (>50 - 100 SY)	Square Yards	\$ 40.00
6	Base Repair (100-200 SY)	Square Yards	\$ 33.50
7	Base Repair (>200 SY)	Square Yards	\$ 27.50
8	Additional 1" per SY for limerock to be installed	Square Yards	\$ 2.00
9	Milling (10-20SY)	Square Yards	\$ 35.00
10	Milling (>20-50SY)	Square Yards	\$ 28.00
11	Milling (>50-100 SY)	Square Yards	\$ 25.00
12	Milling (>100-200 SY)	Square Yards	\$ 22.50
13	Milling (>200 SY)	Square Yards	\$ 20.00
14	Asphalt Repair (10-20SY)	Square Yards	\$ 17.50
15	Asphalt Repair (>20-50SY)	Square Yards	\$ 15.00
16	Asphalt Repair (>50-100 SY)	Square Yards	\$ 14.00
17	Asphalt Repair (>100-200 SY)	Square Yards	\$ 12.50
18	Asphalt Repair (>200 SY)	Square Yards	\$ 12.50
19	Additional 1" per SY for asphalt to be installed	Square Yards	\$ 8.75
20	Asphalt per Ton	Ton	\$ 130.00

Pavement Markings			
Item No.	Description	UOM	Per Per Unit
21	4 inch White Line	Linear Foot	\$ 1.50
22	4 inch Yellow Line	Linear Foot	\$ 1.50
23	6 inch White Line	Linear Foot	\$ 1.75
24	6 inch Yellow line	Linear Foot	\$ 1.75
25	18 inch White Line for Gore Areas	Linear Foot	\$ 3.50
26	18 inch Yellow Line for Gore Areas	Linear Foot	\$ 3.50
27	12" Crosswalk	Linear Foot	\$ 4.75
28	24" Crosswalk	Linear Foot	\$ 8.25
29	Symbol - Single Arrow	Each	\$ 80.00
30	Symbol - Comination Arrow	Each	\$ 115.00
31	Message - School*	Each	\$ 215.00
32	Message - Railroad Crossing*	Each	\$ 215.00
33	Message - Only*	Each	\$ 115.00
34	Message - Merge*	Each	\$ 150.00
35	Message - Stop*	Each	\$ 150.00
36	Message - Miscellaneous, 4-5 letters	Each	\$ 150.00
37	24 inch - White Stop Bar	Each	\$ 100.00
38	Raised Pavement Markings	Each	\$ 6.50
Additional Items			
Item No.	Description	UOM	Per Per Unit
37	Night Work Charge (Including Lights)	Per Hour	\$ 300.00
38	Law Enforcement assisted MOT - Only used upon Project Manager Request	Per Day	\$ 400.00
39	Minimum Trip Charge	Per Trip	\$ 850.00



MODIFICATION OF CONTRACT

Modification Number: Four (4) Effective Date: 6/1/2022	Contract Number: 19-0921 Title: <u>On-Call Pavement & Base Repair Contractor</u> Effective Date: June 1, 2019
Contracting Officer: Amy Munday E-mail: amunday@lakecountyfl.gov Telephone Number: 352.343.9768	Contractor Name and Address: Name: PAQCO, Inc. Address: 101 Weber Avenue City: Leesburg, Florida 34788 ATTENTION: Fay Paquette – Vice President
Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800	
INSTRUCTIONS: Contractor shall sign Signature Block showing acceptance of the below written modification and <u>return this form to Procurement Services within ten (10) days after receipt</u> . Once fully executed, a copy of this modification will be returned to the Contractor to attach to the original Contract.	
DESCRIPTION OF MODIFICATION: Contract modification to extend for one (1) year, expiring May 31, 2023.	
CONTRACTOR SIGNATURE BLOCK Signature: <u>[Signature]</u> Print Name: <u>JAY S. PAQUETTE</u> Title: <u>PRESIDENT</u> Date: <u>JUNE 6 2022</u> E-mail: <u>fay@paqcoinc.com</u> Secondary E-mail: <u>jpaquette@paqcoinc.com</u>	LAKE COUNTY SIGNATURE BLOCK Signature: <u>Amy Munday</u> Print Name: <u>Amy Munday</u> Title: <u>Contracting Officer</u> Date: <u>June 6, 2022</u>
Distribution: Original – Bid File Copy – Contractor Contracting Officer	



MODIFICATION OF CONTRACT

Modification Number: Three (3) Effective Date: 5/1/2022	Contract Number: 19-0921 Title: On-Call Pavement & Base Repair Contractor Effective Date: June 01, 2019
Contracting Officer: Amy Munday E-mail AMunday@LakeCountyFL.gov Telephone Number: 352-343-9389	Contractor Name and Address: Name: PAQCO, Inc Address: 101 Weber Avenue City: Leesburg, Florida 37488 ATTENTION: Jay S. Paquette, President
Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800	
INSTRUCTIONS: Contractor shall sign Signature Block showing acceptance of the below written modification and <u>return this form to Procurement Services within ten (10) days after receipt</u> . Once fully executed, a copy of this modification will be returned to the Contractor to attach to the original Contract.	
DESCRIPTION OF MODIFICATION: Per Article 6. Miscellaneous Provisions, Section 6.4, Attachment C – Pricing Schedule is revised to include the addition of price redetermination to adjust asphalt unit cost upward or downward through the use of the FDOT Fuel and Bituminous Average Price Index as published by the Florida Department of Transportation.	
CONTRACTOR SIGNATURE BLOCK Signature: <u>[Signature]</u> Print Name: <u>Fay Paquette</u> Title: <u>Vice President</u> Date: <u>4/22/22</u> E-mail: <u>fay@paqcoinc.com</u> Secondary E-mail: <u>wendi@paqcoinc.com</u>	LAKE COUNTY SIGNATURE BLOCK Signature: <u>Amy Munday</u> Print Name: <u>Amy Munday</u> Title: Contracting Officer Date: <u>April 22, 2022</u>
Distribution: Original – Bid File Copy – Contractor Contracting Officer	



MODIFICATION OF CONTRACT

Modification Number: Two (2) Effective Date: 6/1/2021	Contract Number: 19-0921 Title: On-Call Pavement and Base Repair Contractor Effective Date: June 1, 2019
Contracting Officer: Bill Ponko E-mail Bponko@lakecountyfl.gov Telephone Number: (352) 343-9389	Contractor Name and Address: Name: PAQCO, Inc Address: 101 Weber Avenue City: Leesburg, Florida 3748 ATTENTION: Jay S. Paquette, President
Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800	
INSTRUCTIONS: Contractor shall sign Signature Block showing acceptance of the below written modification and <u>return this form to Procurement Services within ten (10) days after receipt.</u> Once fully executed, a copy of this modification will be returned to the Contractor to attach to the original Contract.	
DESCRIPTION OF MODIFICATION: Contract modification to extend the agreement for a period of one (1) year, expiring on May 31, 2022.	
CONTRACTOR SIGNATURE BLOCK Signature: <u>[Signature]</u> Print Name: <u>FAY PAQUETTE</u> Title: <u>VICE PRESIDENT</u> Date: <u>2/1/21</u> E-mail: <u>fay@paqcoinc.com</u> Secondary E-mail: <u>dane@paqcoinc.com</u>	LAKE COUNTY SIGNATURE BLOCK Signature: <u>[Signature]</u> Print Name: <u>William Ponko</u> Title: <u>Contracting Officer</u> Date: <u>2/1/21</u>
Distribution: Original – Bid File Copy – Contractor Contracting Officer	



MODIFICATION OF CONTRACT

Modification Number: One (1) Effective Date: 6/1/2020	Contract Number: 09-0921 Title: <u>On-Call Pavement and Base Repair Contractor</u> Effective Date: June 1, 2019
Contracting Officer: Bill Ponko E-mail Bponko@lakecountyfl.gov Telephone Number: (352) 343-9389	Contractor Name and Address: Name: PAQCO, Inc. Address: 101 Weber Avenue City: Leesburg, Florida 34748 ATTENTION: Jay S. Paquette, President
Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800	
INSTRUCTIONS: Contractor shall sign Signature Block showing acceptance of the below written modification and <u>return this form to Procurement Services within ten (10) days after receipt</u> . Once fully executed, a copy of this modification will be returned to the Contractor to attach to the original Contract.	
DESCRIPTION OF MODIFICATION: Contract modification to extend the agreement for a period of one (1) year, expiring on May 31, 2021.	
CONTRACTOR SIGNATURE BLOCK Signature: <u>[Signature]</u> Print Name: <u>FAY PAQUETTE</u> Title: <u>Vice President</u> Date: <u>3-30-20</u> E-mail: <u>fay@pqcoinc.com</u> Secondary E-mail: <u>Roxanne@pqcoinc.com</u>	LAKE COUNTY SIGNATURE BLOCK Signature: <u>[Signature]</u> Print Name: <u>Ronald A. Falcetta</u> Title: <u>Contracting Officer</u> Date: <u>3/30/2020</u>
Distribution: Original – Bid File Copy – Contractor Contracting Officer	

**AGREEMENT BETWEEN
LAKE COUNTY, FLORIDA
AND PAQCO, INC.
FOR ON-CALL PAVEMENT AND BASE REPAIR CONTRACTOR
ITB # 19-0921**

This is an Agreement between Lake County, Florida, a political subdivision of the State of Florida (the COUNTY), by and through its Board of County Commissioners, and PAQCO, Inc., a Florida for profit corporation, its successors and assigns (the CONTRACTOR).

WITNESSETH:

WHEREAS, the COUNTY publicly submitted an Invitation to Bid (ITB#) 19-0921, seeking entities to provide on-call road repairs for the COUNTY; and

WHEREAS, CONTRACTOR desires to perform such services subject to the terms of this Agreement.

NOW, THEREFORE, IN CONSIDERATION of the mutual terms, understandings, conditions, promises, covenants and payment hereinafter set forth, and intending to be legally bound, the parties hereby agree as follows:

Article 1. Recitals

1. The foregoing recitals are true and correct and incorporated herein.

Article 2. Scope of Professional Services

2.1 On the terms and conditions set forth in this Agreement, the COUNTY hereby engages CONTRACTOR to provide to provide all labor, materials, and equipment to completed on-call road repairs, including base repairs, milling, installation of asphalt, and installation of striping to match the preexisting markings, for Lake County as more specifically listed in **Attachment A - Scope of Services** and **Attachment B -Addendums**, attached hereto and incorporated herein,. The Scope of Services may be modified by an amendment to this Agreement, but to be effective and binding such amendment must be in writing and signed by an authorized representative of the CONTRACTOR and the Lake County Public Works Department. CONTRACTOR acknowledges and agrees that if work is assigned to CONTRACTOR, each individual project shall have a specific scope agreed to by the parties by way of a task work order. **ALL TASK WORK ORDERS SHALL BE REVIEWED AND APPROVED BY THE LAKE COUNTY OFFICE OF PROCUREMENT SERVICES AND THE LAKE COUNTY ATTORNEY'S OFFICE FOR THE COUNTY PRIOR TO THE CONTRACTOR BEGINNING ANY WORK ON THE ASSIGNED PROJECT OR PAYMENT BEING MADE TO CONTRACTOR.**

2.2 This Agreement shall commence on the first calendar day of the month succeeding approval of the Agreement by the COUNTY, unless otherwise stipulated in the Notice of Award Letter distributed by the County's Office of Procurement Services; and contingent upon the completion and submittal of all required pre-award documents. The initial term of this Agreement will be for twelve (12) months and will remain in effect until completion of the expressed and/or implied warranty period. The COUNTY reserves the sole right to renew this Agreement for four (4) additional one (1) year periods. CONTRACTOR shall maintain, for the entirety of the stated additional period(s), if any, the same prices, terms, and conditions included within this Agreement.

Prior to completion of each exercised contract term, the COUNTY may consider an adjustment to price based on the percentage change between the base index and the current month index according to the State of Florida DMS bulk fuel gasoline and diesel for unleaded gas, Florida PAD 1, Orlando. It is the CONTRACTOR's responsibility to request in writing any pricing adjustment under this provision. The

contract unit prices may be adjusted based on the movement of the stated index. The base index value will be the index number for the month prior to the due date of the solicitation. The current month index will be the last month's index published before the request for a price redetermination is made. The COUNTY reserves the right to also request index-based adjustments if it is deemed to be in the COUNTY's best interest.

CONTRACTOR's written request for adjustment should be submitted thirty (30) calendar days prior to expiration of the then current contract term. The adjustment request must clearly substantiate the requested increase. The written request for adjustment should not be in excess of the relevant pricing index change. If no adjustment request is received, the COUNTY will assume that CONTRACTOR has agreed that the optional term may be exercised without pricing adjustment. Any adjustment request received after the commencement of a new option period shall not be considered.

The COUNTY reserves the right to reject any written price adjustments submitted by CONTRACTOR and to not exercise any otherwise available option period based on such price adjustments. Continuation of this Agreement beyond the initial period, and any option subsequently exercised, is a County prerogative, and not a right of the CONTRACTOR. This prerogative will be exercised only when such continuation is clearly in the best interest of the COUNTY.

2.3 CONTRACTOR agrees that this Agreement will be an open quantity contract. The COUNTY does not guarantee to CONTRACTOR any minimum amount of work throughout the term of this Agreement. Furthermore, CONTRACTOR agrees and acknowledges that in the event CONTRACTOR cannot meet the COUNTY's specifications, including but not limited to time for completion or cost for individual project, that the COUNTY reserves the sole right to offer the individual project to the COUNTY's other CONTRACTOR(s).

2.4 Any work that commences prior to and will extend beyond the expiration date of the current Agreement period shall, unless terminated by mutual written agreement between the COUNTY and CONTRACTOR, continue until completion at the same prices, terms and conditions.

2.5 CONTRACTOR shall utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of all new persons hired by CONTRACTOR during the term of this Agreement. CONTRACTOR shall include in all contracts with subcontractors performing work pursuant to any contract arising from this Agreement an express requirement that the subcontractors utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of all new employees hired by the subcontractors during the term of the contract.

Article 3. Payment

3.1 Payment shall be based upon a lump sum fee, arrived at utilizing the hourly rates set forth in Pricing Schedule, attached hereto and incorporated herein as **Attachment C**. The personnel needed for each individual project shall be determined through the Task Work Order.

3.2 CONTRACTOR shall submit invoices to the COUNTY user department within thirty (30) calendar days from delivery of goods or services. Under no circumstances may the invoices be submitted to the COUNTY in advance of the delivery and acceptance of the items. All invoices must contain the contract and purchase order number (if applicable), the specific task number, date and location of delivery or service, and confirmation of acceptance of the goods or services by the appropriate COUNTY representative.

3.3 The COUNTY will make payment on all invoices in accordance with the Florida Prompt Payment Act, Chapter 218, Part VII, Florida Statutes. Failure to submit invoices in the prescribed manner will delay payment, and CONTRACTOR may be considered in default and this Agreement may be terminated.

3.4 Other than the fees and rates set forth in Attachment B, CONTRACTOR shall not be entitled to payment for any expenses, fees, or other costs it may incur at any time and in any connection with its performance hereunder.

3.5 In the event any part of this Agreement is to be funded by federal, state, or other local agency monies, CONTRACTOR agrees to comply with all requirements of the funding entity applicable to the use of the monies, including full application of requirements involving the use of minority firms, women's business enterprises, and labor surplus area firms. CONTRACTOR is advised that payments under this Agreement may be withheld pending completion and submission of all required forms and documents required of CONTRACTOR pursuant to the grant funding requirements. A copy of the requirements will be supplied to CONTRACTOR by the COUNTY upon request.

Article 4. COUNTY Responsibilities

4.1 The COUNTY shall pay in accordance with the provisions set forth in this Agreement.

4.2 The COUNTY retains the right to inspect all work to verify compliance with this Agreement.

Article 5. Special Terms and Conditions

5.1 Termination. This Agreement may be terminated by the COUNTY upon thirty (30) days advance written notice to the other party; but if any service under this Agreement is in progress but not completed as of the date of termination, then this Agreement may be extended upon written approval of the COUNTY until said service is completed and accepted.

A. Termination for Convenience. In the event this Agreement is terminated or cancelled upon the request and for the convenience of the COUNTY with the required thirty (30) day advance written notice, COUNTY shall reimburse CONTRACTOR for actual work satisfactorily completed and reasonable expenses incurred.

B. Termination for Cause. Termination by the COUNTY for cause, default, or negligence on the part of CONTRACTOR shall be excluded from the foregoing provision. Termination costs, if any, shall not apply. The 30-day advance notice requirement is waived in the event of termination for cause.

C. Termination Due to Unavailability of Funds in Succeeding Fiscal Years. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, this Agreement shall be canceled, and CONTRACTOR shall be reimbursed for services satisfactorily performed and the reasonable value of any non-recurring costs incurred but not amortized in the price of the services delivered under this Agreement.

5.2 Assignment of Agreement This Agreement shall not be assigned or sublet except with the written consent of Lake County's Procurement Services Director. No such consent shall be construed as making the COUNTY a party to the assignment or subcontract or subjecting the COUNTY to liability of any kind to any assignee or subcontractor. No assignment or subcontract shall under any circumstances relieve CONTRACTOR of liability and obligations under this Agreement and all transactions with the COUNTY must be through CONTRACTOR. In the event CONTRACTOR is acquired in whole or in part by another entity, including any takeovers effectuated by a stock buyout, or similar acquisition

process, CONTRACTOR shall notify the COUNTY immediately. The COUNTY shall have the option of terminating this Agreement in the event the acquiring entity does not meet with the COUNTY's approval. Any acquisition or hostile takeover may result in termination of this Agreement for cause.

5.3 Insurance.

A. CONTRACTOR shall purchase and maintain, without cost or expense to the COUNTY, policies of insurance as indicated below, with a company or companies authorized to do business in the State of Florida, and which are acceptable to the COUNTY, insuring CONTRACTOR against any and all claims, demands, or causes of action whatsoever, for injuries received or damage to property relating to the performance of duties, services and obligations of CONTRACTOR under the terms and provisions of the Agreement. An original certificate of insurance, indicating that CONTRACTOR has coverage in accordance with the requirements of this section, must be furnished by CONTRACTOR to the COUNTY within five (5) working days of such request and must be received and accepted by the COUNTY prior to contract execution and before any work begins.

The parties agree that the policies of insurance and confirming certificates of insurance shall insure CONTRACTOR is in accordance with the following minimum limits:

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

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

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

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

- (iii) Workers' compensation insurance in accordance with Chapter 440, Florida Statutes, and/or any other applicable law requiring workers' compensation (Federal, maritime, etc.). If not required by law to maintain workers' compensation insurance, the CONTRACTOR must provide a notarized statement that if he or she is injured, he or she will not hold the COUNTY responsible for any payment or compensation for that injury.

- (iv) Employer's liability insurance with the following minimum limits and coverage:

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

- (v) Professional liability and/or specialty insurance (medical malpractice, engineers, architect, CONTRACTOR, environmental, pollution, errors and omissions, etc.) as applicable, with minimum limits of \$1,000,000 per claim and annual aggregate of \$2,000,000.

B. Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, shall be named as additional insured as their interest may appear all applicable policies, except workers' compensation and professional liability.

C. Certificate(s) of insurance shall provide for a minimum of thirty (30) days prior written notice to the COUNTY of cancellation or nonrenewal of the required insurance. It is the CONTRACTOR's specific responsibility to ensure that any such notice is provided within the stated timeframe. Certificate(s) of insurance shall identify the RFP number in the Description of Operations section of the Certificate.

D. CONTRACTOR must provide a copy to the COUNTY of all policy endorsements, reflecting the required coverage, with Lake County listed as an additional insured along with all required provisions to include waiver of subrogation. *(Note: A simple COI WILL NOT be accepted in lieu of the policy endorsements).*

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

F. Certificate holder shall be:

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

G. All self-insured retentions shall appear on the certificate(s) and shall be subject to approval by the COUNTY. At the option of the COUNTY, the insurer shall reduce or eliminate such self-insured retentions.

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

I. CONTRACTOR shall be responsible for sub-CONTRACTORS, if any, and their insurance. Sub-CONTRACTORS are to provide Certificates of Insurance to the COUNTY evidencing coverage and terms in accordance with CONTRACTOR's requirements.

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

K. Neither approval by the COUNTY of any insurance supplied by CONTRACTOR, nor a failure to disapprove that insurance, shall relieve CONTRACTOR of full responsibility of liability, damages, and accidents as set forth herein.

5.4 Conflict of Interest. CONTRACTOR agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement, or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government. Further, CONTRACTOR certifies that no officer, agent, or employee of the COUNTY has any material interest either directly or indirectly in the business of CONTRACTOR and that no such person may have any such interest at any time during the term of this Agreement unless approved by the COUNTY.

5.5 Public Entity Crimes. A person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not be awarded or perform work as a CONTRACTOR, supplier or sub-CONTRACTOR under a contract with any public entity in excess of the threshold amount provided in Florida Statutes, section 287.017 for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

5.6 Indemnity. CONTRACTOR shall indemnify and hold the COUNTY and its agents, officers, commissioners or employees harmless for any damages resulting from failure of CONTRACTOR to take out and maintain the above insurance. In accordance with Section 725.08, Florida Statutes, the CONTRACTOR agrees for good and valuable consideration to indemnify, and hold the COUNTY, its commissioners, and its employees free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities to the extent resulting from the negligent act, error or omission of CONTRACTOR, its agents, employees or representative, in the performance of CONTRACTOR'S duties set forth in this Agreement.

5.7 Independent Contractor. CONTRACTOR, and all its employees, agree that they will be acting as independent contractors and will not be considered or deemed to be an agent, employee, joint venturer, or partner of the COUNTY. CONTRACTOR shall have no authority to contract for or bind COUNTY in any manner and shall not represent itself as an agent of COUNTY or as otherwise authorized to act for or on behalf of COUNTY.

5.8 Ownership of Deliverables. Upon completion of and payment for a task CONTRACTOR agrees all tasks and/or deliverables under this Agreement, and other data generated or developed by CONTRACTOR under this Agreement or furnished by COUNTY to CONTRACTOR shall be and/or remain the property of COUNTY. CONTRACTOR shall perform any acts that may be deemed necessary or desirable by COUNTY to more fully transfer ownership of all Tasks and/or deliverables to COUNTY, at COUNTY's expense. Additionally, CONTRACTOR hereby represents that it has full right and authority to perform its obligations specified in this Agreement. CONTRACTOR and COUNTY recognize that CONTRACTOR'S work product submitted in performance of this Agreement is intended only for the project described in this Agreement. COUNTY'S alteration of CONTRACTOR'S work product or its use by COUNTY for any other purpose shall be at COUNTY'S sole risk.

5.9 Return of Materials. Upon the request of the COUNTY, but in any event upon termination of this Agreement, CONTRACTOR shall surrender to the COUNTY all memoranda, notes, records, drawings, manuals, computer software, and other documents or materials pertaining to the services hereunder, that were furnished to the CONTRACTOR by the COUNTY pursuant to this Agreement. CONTRACTOR may keep copies of all work product for its records.

5.10 Retaining Other Contractors. Nothing herein shall be deemed to preclude the COUNTY from retaining the services of other persons or entities undertaking the same or similar services as those undertaken by CONTRACTOR or from independently developing or acquiring materials or programs that are similar to, or competitive with, the services provided under this Agreement.

5.11 Truth in Negotiation Certificate. For all lump-sum or cost-plus fixed fee agreements exceeding \$150,000, the firm awarded the agreement must execute a truth in negotiation certificate stating that the wage rates and other factual unit costs are accurate, complete and current, at the time of contracting. Any agreement requiring this certificate shall contain a provision that the original agreement price and any additions shall be adjusted to exclude any significant sums by which the COUNTY determines the agreement price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such agreement adjustments shall be made within one (1) year following the end of the contract. Execution of this Agreement constitutes execution of the Truth in Negotiation Certificate.

5.12 Codes and Licenses. All work completed under this Agreement shall conform to all applicable federal, state and local statutes, codes, regulations and ordinances. During the term of this Agreement, CONTRACTOR must be appropriately licensed to provide the services provided under this Agreement.

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

5.14 Public Records. Pursuant to Section 119.0701, Florida Statutes, CONTRACTOR shall comply with the Florida Public Records' laws, and shall:

1. Keep and maintain public records required by the COUNTY to perform the services identified in this Agreement.
2. Upon request from the COUNTY's custodian of public records, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if CONTRACTOR does not transfer the records to the COUNTY.
4. Upon completion of the contract, transfer, at no cost, to the COUNTY all public records in possession of CONTRACTOR or keep and maintain public records required by the COUNTY to perform the service. If CONTRACTOR transfers all public records to the COUNTY upon completion of the contract, CONTRACTOR shall destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of the contract, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the COUNTY, upon request from the COUNTY's custodian of public records, in a format that is compatible with the information technology systems of the COUNTY.

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 LAKE COUNTY PROCUREMENT, 315 WEST MAIN STREET, P.O. BOX 7800, TAVARES, FL 32778 OR AT 352-343-9424 OR VIA EMAIL AT purchasing@lakecountyfl.gov.

Failure to comply with this subsection will be deemed a breach of the Agreement and enforceable as set forth in Section 119.0701, Florida Statutes.

5.15 Right to Audit. The COUNTY reserves the right to require CONTRACTOR to submit to an audit by any auditor of the COUNTY'S choosing. CONTRACTOR shall provide access to all of its records which relate directly or indirectly to this Agreement at its place of business during regular business hours. CONTRACTOR shall retain all records pertaining to this Agreement and upon request

make them available to the COUNTY for three (3) years following expiration of the Agreement. CONTRACTOR agrees to provide such assistance as may be necessary to facilitate the review or audit by the COUNTY to ensure compliance with applicable accounting and financial standards. Additionally, CONTRACTOR agrees to include the requirements of this provision in all contracts with sub-CONTRACTORS in connection with the work performed under this Agreement.

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

5.16 Completion of Work. All work performed by CONTRACTOR shall be in accordance with good commercial practice. The work schedule and completion dates must be adhered to by CONTRACTOR, except in such cases where the completion date will be delayed due to acts of God, strikes, or other causes beyond the control of CONTRACTOR. In these cases, CONTRACTOR shall notify the COUNTY of the delays in advance of the original completion so that a revised delivery schedule can be appropriately considered by the COUNTY. Should CONTRACTOR fail to complete the work within the number of days stated in its offer, or the "not-to-exceed" timeframe cited above, it is hereby agreed and understood that the COUNTY reserves the authority to termination this Agreement and to secure the services of another contractor to complete the work. If the COUNTY exercises this authority, the COUNTY will reimburse CONTRACTOR for work which was completed and found acceptable, if any, to the COUNTY in accordance with the contract specifications. The COUNTY may, at its option, demand payment from CONTRACTOR, through an invoice or credit memo, for any additional costs over and beyond the original contract price which were incurred by the COUNTY as a result of having to secure the services of another contractor. If the CONTRACTOR fails to honor this invoice or credit memo, the County may terminate this Agreement for default.

5.17 Accuracy. CONTRACTOR is responsible for the professional quality, technical accuracy, timely completion and coordination of all the services furnished hereunder. CONTRACTOR must promptly correct all apparent and latent deficiencies and/or defects in work, and/or any work that fails to conform to the contract documents regardless of project completion status. All corrections shall be made within seven (7) calendar days after such rejected defects, deficiencies, and/or non-conformances are verbally reported to CONTRACTOR by the County's project administrator, who may confirm all such verbal reports in writing. CONTRACTOR shall bear all costs of correcting such rejected work. If CONTRACTOR fails to correct the work within the period specified, the COUNTY may, at its discretion, notify CONTRACTOR, in writing, that CONTRACTOR is subject to contractual default provisions if the corrections are not completed to the satisfaction of the COUNTY within seven (7) calendar days of receipt of the notice. If CONTRACTOR fails to correct the work within the period specified in the notice, the COUNTY shall place CONTRACTOR in default, obtain the services of another vendor to correct the deficiencies, and charge the CONTRACTOR for these costs, either through a deduction from the final payment owed to CONTRACTOR or through invoicing. If CONTRACTOR fails to honor this invoice or credit memo, the COUNTY may terminate the contract for default.

5.18 Acceptance of Goods or Services. The products delivered will remain the property of the CONTRACTOR, and services rendered under this Agreement will not be deemed complete, until a physical inspection and actual usage of the products or services is accepted by the COUNTY and must

be in compliance with the terms in the contract, fully in accord with the specifications and of the highest quality. Any goods or services purchased under this Agreement may be tested/inspected for compliance with specifications. In the event that any aspect of the goods or services provided is found to be defective or does not conform to the specifications, the COUNTY reserves the right to terminate this Agreement or initiate corrective action on the part of the CONTRACTOR, to include return of any non-compliant goods to the CONTRACTOR at the CONTRACTOR's expense, requiring the CONTRACTOR to either provide a direct replacement for the item, or a full credit for the returned item. The CONTRACTOR shall not assess any additional charges for any conforming action taken by the COUNTY under this clause. The COUNTY will not be responsible to pay for any product or service that does not conform to the contract specifications. In addition, any defective product or service or any product or service not delivered or performed by the date specified in the purchase order or contract, may be procured by the COUNTY on the open market, and any increase in cost may be charged against the CONTRACTOR. Any cost incurred by the COUNTY in any re-procurement plus any increased product or service cost will be withheld from any monies owed to CONTRACTOR by the COUNTY for any contract or financial obligation.

5.19 Warranty. CONTRACTOR agrees that the product or service furnished to the COUNTY will be covered by the most favorable commercial warranty the vendor gives to any customer for comparable quantities of products or services and the rights and remedies provided in this Agreement will be in addition to the warranty and do not limit any right afforded to the County by any other provision.

5.20 Business Hours of Operation. No work may be done on County Holidays, Saturday, Sunday, or on any days between the hours of 5:00 P.M. and 7:00 A.M. except when such work is necessary for the proper care and protection of the work already performed, and when permission to do such work is secured from the County Department representative. No overtime work may be started without prior approval of the immediate project manager or his/her designated representative. County Holidays are as follows: New Year's Day; Martin Luther King, Jr. Day; Presidents' Day; Memorial Day; Independence Day; Labor Day; Veteran's Day; Thanksgiving Day; Day after Thanksgiving; and Christmas Day.

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

5.22 Protection of Property. All existing structures, utilities, services, roads, trees, shrubbery and property in which the COUNTY has an interest must be protected against damage or interrupted services at all times by the CONTRACTOR during the term of this contract, and the CONTRACTOR will be held responsible for repairing or replacing damaged property to the satisfaction of the COUNTY which is damaged by reason of the CONTRACTOR's operation on the property. In the event the CONTRACTOR fails to comply with these requirements, the COUNTY reserves the right to secure the required services and charge the costs of such services back to the CONTRACTOR. All items damaged as a result of CONTRACTOR or subcontractor operations belonging to third parties, such as but not limited to: sidewalks, irrigation, curbs, pipes, drains, water mains, pavement, mail boxes, turf, signs, or other property must either be repaired or replaced by the CONTRACTOR, at the CONTRACTOR's expense, in a manner prescribed by, and at the sole satisfaction of the COUNTY. In the event the CONTRACTOR fails to comply with these requirements, the COUNTY reserves the right to secure the required services and charge the costs of such services back to the CONTRACTOR. All items within a facility belonging to third parties, or to commissioners, officers, employees, lessees, invitees, or agents

of the COUNTY, including but not limited to personal items and furniture, must either be repaired or replaced by the CONTRACTOR, at the CONTRACTOR's expense, in a manner prescribed by, and at the sole satisfaction of the COUNTY. The CONTRACTOR shall re-grade and re-sod any areas that are disturbed by the CONTRACTOR during the course of the work being completed.

5.23 Clean-Up. CONTRACTOR shall be responsible for the removal of all surplus material and debris from the work site at the end of each work day, and dispose of in an appropriate and lawful manner. All costs associated with clean-up and debris removal shall be included in the lump sum price stated elsewhere herein. CONTRACTOR shall leave the site clean and neat.

5.24 Risk of Loss. The CONTRACTOR assumes the risk of loss of damage to the COUNTY'S property during possession of such property by the CONTRACTOR, and until delivery to and acceptance of that property to the COUNTY. The CONTRACTOR shall immediately repair, replace or make good on the loss or damage without cost to the COUNTY, whether the loss or damage results from acts or omissions, negligent or otherwise, of the CONTRACTOR or a third party.

5.25 Accident Notification. If in the course of completing work as part of this Agreement there is an accident that involves the public, the CONTRACTOR shall as soon as possible inform the COUNTY of the incident by telephone. The CONTRACTOR shall follow up in writing within two (2) business days of the incident. If law enforcement was involved and has written a report, the CONTRACTOR shall forward a copy of the report to the COUNTY.

5.26 License and Permits. The CONTRACTOR shall remain appropriately licensed throughout the term of this Agreement. If the CONTRACTOR employs the services of a subcontractor, the CONTRACTOR shall ensure that any subcontractor is appropriately licensed throughout the course of the Service. Failure to maintain all required licenses will entitle the COUNTY, at its option, to terminate this Agreement. It is the responsibility of the CONTRACTOR to ensure that all required licenses, permits, and fees (to include any inspection fees) required for this project are obtained and paid for, and shall comply with all laws, ordinances, regulations, and building or other code requirements applicable to the work contemplated. Damages, penalties, or fines imposed on the COUNTY or CONTRACTOR for failure to obtain required licenses, permits, inspection or other fees, or inspections will be borne by the CONTRACTOR.

Article 6. Miscellaneous Provisions

6.1 This Agreement is made under, and in all respects shall be interpreted, construed, and governed by and in accordance with, the laws of the State of Florida. Venue for any legal action resulting from this Agreement shall lie in Lake County, Florida. CONTRACTOR waives its right to a jury trial for any action arising from this Agreement.

6.2 The captions utilized in this Agreement are for the purposes of identification only and do not control or affect the meaning or construction of any of the provisions hereof.

6.3 This Agreement shall be binding upon and shall inure to the benefit of each of the parties and of their respective successors and permitted assigns.

6.4 This Agreement may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by each of the parties hereto, unless otherwise stated herein.

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

6.6 During the term of this Agreement CONTRACTOR assures COUNTY that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that CONTRACTOR does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discrimination in any form or manner against CONTRACTOR employees or applicants for employment. CONTRACTOR understands and agrees that this Agreement is conditioned upon the veracity of this statement of assurance.

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

6.8 With the consent of CONTRACTOR, other agencies, including Lake County, Florida, may make purchases in accordance with the contract. Any such purchases shall be governed by the same terms and conditions as stated herein with the exception of the change in agency name.

6.9 CONTRACTOR shall act as the prime CONTRACTOR for all required items and services and shall assume full responsibility for the procurement and maintenance of such items and services. CONTRACTOR shall be considered the sole point of contact with regards to all stipulations, including payment of all charges and meeting all requirements of this Agreement. All sub-CONTRACTORS will be subject to advance review by the COUNTY in terms of competency and security concerns. No change in sub-CONTRACTORS shall be made without consent of the COUNTY. CONTRACTOR shall be responsible for all insurance, permits, licenses and related matters for any and all sub-CONTRACTORS. Even if the sub-CONTRACTOR is self-insured, the COUNTY may require the CONTRACTOR to provide any insurance certificates required by the work to be performed.

6.10 The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

6.11 Wherever provision is made in this Agreement for the giving, service or delivery of any notice, statement or other instrument, such notice shall be in writing and shall be deemed to have been duly given, served and delivered, if delivered by hand or mailed by United States registered or certified mail, addressed as follows:

If to CONTRACTOR:

Paqco, Inc.
101 Weber Avenue
Leesburg, FL 34748

If to COUNTY:

Lake County Manager
315 W. Main Street
P.O. Box 7800
Tavares, FL 32778

Each party hereto may change its mailing address by giving to the other party hereto, by hand delivery, United States registered or certified mail notice of election to change such address.

Article 7. Scope of Agreement

7.1 This Agreement is intended by the parties hereto to be the final expression of their Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made. Any items not covered under this contract will need to be added via written addendum, and pricing negotiated based on final specifications.

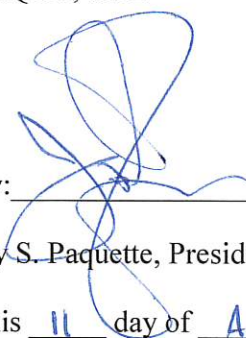
7.2 This Agreement contains the following attachments, all of which are incorporated into this Agreement:

Attachment A – Scope of Services
Attachment B - Addendums
Attachment C – Pricing Schedule

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: COUNTY through its Board of County Commissioners, signing by and through its Chairman and by CONTRACTOR through its duly authorized representative.

CONTRACTOR

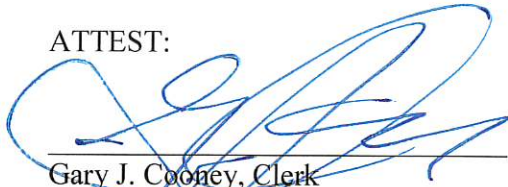
PAQCO, INC.

By: 

Jay S. Paquette, President

This 11 day of APRIL, 2019.

ATTEST:



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

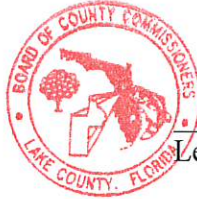
Approved as to form and legality:



Melanie Marsh, County Attorney

COUNTY

BOARD OF COUNTY COMMISSIONERS
OF LAKE COUNTY, FLORIDA





Leslie Campione, Chairman

This 10th day of May, 2019.

ATTACHMENT A – SCOPE OF SERVICES

PAVEMENT AND BASE REPAIR CONTRACTOR, ON-CALL

Pursuant to the terms and conditions of this Agreement, the Contractor as the vendor agrees to provide services to the County as set forth in this Scope of Services. The vendor must furnish all labor, equipment, fuel, materials, and any other items needed to perform all operations necessary to complete this work in strict accordance with these specifications, any applicable drawings, and is subject to the terms and conditions of the contract.

The County estimates using approximately 6,500 square yards of base repairs per fiscal year. This quantity is an estimate only and is given only to allow for preparation of the bid. QUANTITIES ARE NOT GUARANTEED FROM THIS INVITATION TO BID. Any contract entered into will be on an as-needed basis.

The vendor must provide competent and qualified personnel to perform the work as required by the contract specifications. The vendor must, at all times, maintain good discipline and order at the work site. The vendor shall provide a list of all foreman and supervisors who will perform the work, to include twenty-four (24) hour emergency contact telephone numbers. The vendor will maintain a dress code for their employees with a minimum of shirt, safety vest, shorts and shoes, in decent condition, at all times while on the jobsite. The County will require that the vendor remove from the work site any of the vendor's personnel that the County Project Manager determines to be incompetent, careless or otherwise objectionable. Upon receipt of the written notice, the vendor must remove the cited personnel immediately. No request for time extensions will be granted for the removal of any cited personnel.

The vendor must furnish the County Project Manager with a list of all subcontractors performing work on the contract, if any, with their contact information.

Unless otherwise specified, all work under the contract must be completed in accordance with the most recent edition of the Florida Department of Transportation's (FDOT's) "Standard Plans for Road and Bridge Construction".

It will be the responsibility of the vendor to make a video in DVD, flash drive, or electronic format of all current conditions such as, but not limited to: driveways, road intersections, vegetation, etc., before any work commences. The vendor will focus on any deficient conditions present at the time of the recording. The date and time must be recorded on the video at the time it is being created. A copy of the video must be supplied to the County Project Manager before the commencement of any work as outlined on the Project Order Form.

NOTICE TO PROCEED

All work must be ordered by the County Project Manager with a Notice to Proceed.

The vendor will have sixty (60) calendar days to COMPLETE the project from the date of receipt of the work request regardless of the amount of work described unless otherwise stated on the Notice to Proceed. No additional days will be provided for normal weather delays. Average number of days of rainfall will be determined by the Southeast Regional Climate Center which can be found at the following link:

http://www.sercc.com/climateinfo/historical/historical_fl.html .

Days for calculating actual rainfall are days recorded with rainfall on the Weather Underground website which can found at the following link: <http://www.wunderground.com> .

If above average rainfall occurs, the vendor may request a time extension to complete the project. Should the vendor be obstructed or delayed in the prosecution of, or completion of the project as a result of unforeseeable causes beyond the control of the vendor, and not due to his fault or neglect, including but not restricted to acts of nature or the public enemy, acts of government, discovery of pre-existing hazardous materials, utility conflicts, epidemics, quarantine regulations, employee strikes or lockouts, the vendor must notify the County Project Manager in writing within two (2) business days after the commencement of such delay, stating the cause or causes of the delay, or be deemed to have waived any right which the vendor will have had to request a time extension.

If the vendor complies with the two (2) business days' notice requirement, the County Project Manager will ascertain the facts and the extent of the delay being claimed. The County Project Manager's findings of fact will be final and conclusive on the parties. The vendor must cooperate with the County Project Manager's investigation of the delays by providing any schedules, correspondence or other data that will be required to complete the findings of fact. Extensions to the contract time will be granted for only delays that impact the vendor's construction schedule. Any extensions of contract time will be given at the discretion of the County Project Manager and must be authorized by a Change Order approved in accordance with Board policy.

The vendor must contact the County Project Manager two (2) business days prior to starting any job. All work, once started, must be completed before any other work will commence on subsequent work projects. The only exception will be when the County determines that such other work is in the best interest of the County and should be expedited.

METHOD OF OPERATIONS

The Notice to Proceed will outline the area and dimension to receive pavement repair. This area must be field marked in pink paint. Each area on the Notice to Proceed must have an individual calculation of square yards to repair. This yardage calculation will determine which unit cost will be assessed for that particular repair should multiple repairs occur on one Notice to Proceed.

The vendor must assess the County a single mobilization/demobilization charge for each repair not within 2,640 feet of the beginning or end of another repair. Example 1: County provides a Notice to Proceed to the vendor outlining two (2) repairs on Maple Street. The repairs are 300 hundred feet from the end of one repair to the beginning of the next. The vendor will only be permitted to assess one (1) mobilization/demobilization charge. Example 2: County provides a Notice to Proceed to the vendor outlining two (2) repairs on Elm Street. The repairs are 2,750 feet from the end of one repair to the beginning of the next. The vendor will be permitted to assess two (2) mobilization/demobilization charges. Example 3: County provides a Notice to Proceed to the vendor outlining four (4) repairs on Pine Street. The repairs are 565 feet from the end of the first repair to the beginning of the second, 1,698 feet from the end of the second repair to the beginning of the third, and 1,500 feet from the end of the third repair to the beginning of the fourth. The vendor will be permitted to assess one (1) mobilization/demobilization charge as distance between any one repair does not exceed 2,640 feet. The mobilization/demobilization charge must include all costs associated with the complete mobilization and demobilization of labor and equipment to and from the jobsite.

Questions or issues concerning the repair sizes or any other information listed on the Notice to Proceed will be addressed and agreed upon in writing by the County Project Manager prior to

performance of work. Any work performed without such an agreement by all parties will be paid as stated on the Notice to Proceed in accordance with the terms and conditions of the contract.

ROAD BASE REPAIRS

The vendor must saw cut outside the area marked with paint. All saw cuts will be performed to leave only square or rectangular shaped repairs. Any jagged or misshaped repairs will be rejected and replaced by the vendor at no additional cost to the County.

Upon performing saw cutting of existing pavement. The vendor must remove existing asphalt, road base material, and any sub-base/sub-grade material necessary to accommodate the installation of a minimum depth of eight (8) inches of compacted limerock base and one (1) inch of asphalt, unless otherwise directed on the Notice to Proceed, or to a depth determined by the County Project Manager. Finished elevation of the repair must be at base pre-repair condition and shall allow for the specified depth of asphalt, unless otherwise directed by the County in writing on the Notice to Proceed.

The unit cost for road base repair must be all inclusive to include all of the following items: traffic control, saw cutting, excavation, limerock installation and compaction, trucking, disposal, and any other incidental charges associated with the repair. Asphalt must be specified and invoiced under a different line item.

MILLING

At the discretion of the County, milling may be required to repair an area without doing base repairs.

If milling is required and traffic is to be maintained prior to the placement of the new asphaltic concrete, the vendor must ensure that suitable transitions between areas of varying thickness are created to allow for a smooth longitudinal riding surface. The vendor must sweep all milled areas in a manner that will minimize dust prior to opening to traffic or before starting the overlay process. All millings created by this process will become the property of the vendor and it will be the vendor's responsibility to remove them from the project site. The County Project Manager will determine the thickness of the area to be milled. Milling will occur in increments of one (1) inch. The vendor will be compensated at the unit price for the milling as specified in the vendor's bid.

ASPHALT

The vendor must install and compact Recycled SP9.5 hot mix asphalt at a depth of one (1) inch unless otherwise noted on the Notice to Proceed. The vendor must install the new asphalt to ensure that the transition joints are not excessive and a good quality ride is provided when finished. The final result of the installation of the asphalt must provide an even transition with the existing area. No more than one-quarter (1/4) inch difference in height will be allowed for the transition of the two (2) areas.

Payment will be calculated by the square yard as stated on the Notice to Proceed and will be all inclusive, but not limited to the following items: traffic control, asphalt installation and compaction, trucking, any disposal, and any other incidental charges associated with the repair. A tack coat must be used to ensure a good bond to the existing base and asphalt. Asphalt must be installed at a minimum rate of one (1) inch thick compacted, unless otherwise specified by the County Project Manager.

Asphalt restoration associated with road base repairs must be completed no later than forty-eight (48) hours after removal. Under no circumstances will the vendor leave open areas unattended for more than the specified time frame, unless authorized in writing by the County Project Manager.

STRIPING

Unless otherwise directed by the County Project Manager, all pavement markings must be installed to meet the existing layout and must be included as a separate unit cost item on the Notice to Proceed. It is the responsibility of the vendor to ensure the current (before resurfacing) striping layout is recorded so that the same layout is placed on the newly resurfaced road, unless the County supplies a new pattern to be used. Any striping installed in a different layout than that previously existing must be removed and replaced by the vendor at no additional cost to the County unless previously directed in writing.

Any roadway markings that are disturbed as part of the base repair must be replaced with thermoplastic markings, as directed by the County Project Manager. All pavement marking work will be performed in accordance with the requirements of the latest edition of the following manuals and publications, including, but not limited to: the Florida Department of Transportation "Standard Plans for Road and Bridge Construction" and the Federal Highway Administration "Manual of Uniform Traffic Control Devices".

PUBLIC NOTIFICATION OF WORK

At the discretion of the County Project Manager, the vendor may be required to utilize Portable Changeable Message Signs (PCMS, FDOT Index 102-600) for public notification of work.

When the vendor is required to install a Portable Changeable Message Sign (PCMS, FDOT Index 102-600), it must be located at each end of the proposed work zone, unless directed otherwise by the County Project Manager, two (2) days prior to construction and all during construction in order to inform residents and roadway users of the impending construction. The PCMS must display lane closure information including but not limited to anticipated lanes to be closed, extent of lane closure (i.e. "Next 2 Miles"), daily hours of closure, and temporary speed restrictions. Any and all costs associated with the PCMS will be all inclusive in the lump sum bid price.

The vendor will be compensated on a per unit per day rate as stated on the Notice to Proceed form. Any and all costs associated with the Portable Changeable Message Signs must be all inclusive and shall be invoiced at the unit rate as stated on the bid sheet.

UNDERGROUND UTILITIES

Any required ground digging or subsurface work shall be done in accordance with Chapter 556, Florida Statutes. It shall be the responsibility of the vendor to have all underground utilities located before any work shall begin. This can be done by contacting Sunshine State One Call at 1-800-432-4770. The repairs of any damaged underground utilities as a result of the work being performed by the vendor shall be the responsibility of the vendor. The proper utility company shall be contacted immediately if damage has occurred to expedite the repairs. The vendor shall notify the County Project Manager.

MAINTENANCE OF TRAFFIC (MOT)

Unless otherwise specified, the standard specifications to be used for the work shall be the most applicable and the most stringent of the following:

- A. Maintenance of traffic shall be the responsibility of the vendor, is part of the vendor's proposal price, and shall confirm to FDOT's most current editions of "STANDARD PLANS FOR ROAD AND BRIDGE CONSTRUCTION" or FDOT's "ROADWAY AND TRAFFIC DESIGN STANDARDS", or Federal Highway Administration (FHWA) "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD)," and all supplemental specifications thereto. These documents can be ordered from FDOT, Maps and Publications Department, 605 Suwannee Street, Tallahassee, Florida 32399-0450, or by going to the FDOT website at: www.dot.state.fl.us/mapsandpublications.
- B. All costs associated with MOT must be included in the vendor's proposal price. No separate line items for MOT will be included in the cost estimate. If the vendor does not comply with the FDOT and the FHWA (i.e. signs, qualified flaggers, or barricades), the County reserves the right to direct the vendor to cease operation until deficiencies are corrected. In addition, no road closures shall be allowed except in the case of emergencies.
1. All lane closures shall have the prior approval of the County's Project Manager.
 2. The foregoing above requirements are to be considered as minimum and the vendor's compliance shall in no way relieve the vendor of final responsibility for providing adequate traffic control devices for the protection of the public and vendor's employees throughout the work area.
 3. The use of public roads and streets by the vendor shall provide a minimal inconvenience to the public and traffic. Furthermore, if the vendor is utilizing the road by driving the slow moving equipment, the operator shall allow no more than three (3) vehicles to be backed up behind them at any time before pulling to the side to let traffic pass.

DAMAGE

All items damaged as a result of the vendor or subcontractor operations, such as but not limited to, sidewalks, seating, curbs, pipes, drains, water mains, pavement, mailboxes, turf, etc., shall be either repaired or replaced by the vendor, at its expense, in a manner prescribed by and at the sole satisfaction of the Project Manager. Any invoices submitted to the County which are determined to be the result of damage done by the vendor, shall be the responsibility of the vendor. County reserves the right to pay any such invoices and deduct such costs from the vendor's invoice. Repairs, or receipt of repairs, shall be completed and submitted to the County prior to submission of the vendor's invoice for work accomplished.

If the vendor damages a County sign or other property owned by the County, it shall be the responsibility of the vendor to repair the item back to the original condition. If the repair is not in accordance with County standards, the County shall repair the item and deduct the associated cost from the amount due the vendor.

Complaints shall be addressed by the vendor within forty-eight (48) hours and a written report shall be submitted to the Project Manager outlining actions taken to correct the complaint. The vendor shall notify the Project Manager immediately of any complaints given directly to the vendor.

EQUIPMENT

The vendor shall furnish equipment of a type and quantity to perform the work satisfactorily within the time specified herein this solicitation. If, in the opinion of the County Project Manager, the vendor has insufficient equipment on the job to satisfactorily complete the work within the required time, the vendor shall provide additional equipment as directed by the County Project Manager.

County reserves the right to inspect and approve all equipment before it is placed in service. If at any time the County Project Manager determines that any equipment is deficient in any way, the vendor shall remove the equipment from service immediately, and the equipment shall remain out of service until the deficiency is corrected to the satisfaction of the County Project Manager. Inspection and approval of the vendor's equipment by the County Project Manager shall not relieve the vendor of responsibility or liability for injury to persons or damage to property caused by the operation of the vendor's equipment, nor shall it relieve the vendor of the responsibility to meet the established time for the completion.

QUALITY CONTROL/CORING

At the discretion of the County, an independent testing firm may be obtained by the County to take coring samples from the repaired areas. The County will have the option of completing one (1) core per repaired area and one (1) core per every ten (10) square yards of repair if the size of the repair is greater than ten (10) square yards. If it is determined that the repairs meet the specifications as outlined within, the County will bear the cost of the coring. If it is determined that the work does not meet the specifications as outlined within, the vendor will be responsible for the cost associated with the coring and shall be responsible to make the necessary corrections to the work to meet the specifications. The cost incurred by the County for the coring will be deducted from the submitted invoice.

SUBCONTRACTOR/MATERIAL SUPPLIERS

If subcontractors or materials suppliers are to be used by the vendor, the vendor must provide a listing of such subcontractors and materials suppliers with the vendor's acceptance of the Notice to Proceed. The listing must include the name of each subcontractor/material supplier proposed, the work or the material the subcontractor/material supplier will provide, and the percentage of the overall proposed project. Prior to final payment to the vendor, vendor must provide Certification of Payment to Subcontractors/Materials Suppliers before the invoice is processed and paid.

EMERGENCIES

The vendor shall have a responsible person available at or reasonably near the County on a twenty-four (24) hour basis, seven (7) days a week, who may be contacted in emergencies and in cases where immediate action must be taken to maintain traffic or to handle any other problem that might arise. The vendor's responsible person for supervision of emergencies shall speak and understand, both verbally and in writing, the English language. The vendor shall submit to the County Project Manager, the phone numbers and names of personnel designated to be contacted in cases of emergencies. Included in this list shall be twenty-four (24) hour contact phone numbers for all subcontractors, if any, performing work under this agreement. This list shall contain the name of their supervisors responsible for work pertaining to this contract.

SAFETY

All standard equipment, work operations, safety equipment, personal protective equipment, and lighting required or mandated by State, Federal, OSHA, or ADA regulations must be provided. Any safety devices installed by the manufacturer must be in place and in proper working order at all times. If the County Project Manager determines that equipment is deficient in safety devices, the vendor will be notified immediately. The vendor must immediately repair or remove the equipment from service until the deficiency is corrected to the satisfaction of the County Project Manager.

The County Project Manager will periodically monitor work site for safety. Should there be safety or health violations, the County Project Manager has the authority, but not the duty, to require the vendor to correct the violation in an expeditious manner. If there is any situation deemed unsafe by the County Project Manager, the project must be shut down immediately upon notice and must not resume work until the unsafe condition has been remedied.

Should the work site be in a hazardous area, the County will take reasonable actions to furnish the vendor with information concerning hazards such as types or identification of known toxic material, machine hazards, Material Safety Data Sheets (MSDS), or any other information that would assist the vendor in the planning of a safe work site. The vendor retains the ultimate responsibility to ensure all work is performed in a manner consistent with all applicable safety standards and directives.

The vendor must be aware that while working for the County, representatives from agencies such as the United States Department of Labor, Occupational Safety and Health Administration (OSHA) are invitees and need not have warrants or permission to enter the work site.

The vendor must designate a competent person who can communicate with all personnel of its organization whose duty shall be the prevention of accidents at the site. This person will be the vendor's Project Foreman unless otherwise designated in writing by the vendor to the County. All communications to the Project Foreman will be as binding as if given to the vendor.

HAZARDOUS MATERIALS

The vendor is responsible for notifying the County Project Manager of any hazardous materials used by the vendor on the work site and providing the County Project Manager with a copy of the Material Safety Data Sheets (MSDS) as required by federal law, as applicable. A copy of the Material Safety Data Sheets (MSDS) must be kept on the project work site at all times.

Any spillage of hazardous materials must be reported immediately to the County Project Manager and cleaned up in accordance with all Local, State and Federal Regulations. The clean-up cost of any spillage of hazardous materials caused by the vendor will be the sole responsibility of the vendor. A copy of a complete report showing compliance with local, state, and federal agencies must be given to the County Project Manager.

If any hazardous materials or conditions are discovered during normal operations, it is the responsibility of the vendor to immediately contact the County Project Manager with a description and the location of the condition.

LIQUIDATED DAMAGES

The County and the vendor recognize that, since time is of the essence for services as part of the contract, the County could suffer financial loss if the work is not completed within the time specified.

The County will be entitled to assess charges, as liquidated damages, but not as a penalty, for each calendar day after the scheduled completion date. The project will be deemed to be completed on the date it is accepted by the County Project Manager. The vendor hereby expressly waives and relinquishes any right which it may have to seek to characterize the above-noted liquidated damages as a penalty. The parties agree that the liquidated damages sum represents a fair and reasonable estimate of the County's actual damages at the time of contracting if the vendor fails to complete the work in a timely manner. The liquidated damages will be as follows:

Specific Project Amount	Daily Charge Per Calendar Day
\$5,000 and under	\$25
Over \$5,000 but less than \$10,000	\$75
\$10,000 or more but less than \$20,000	\$150
\$20,000 or more but less than \$30,000	\$250
\$30,000 or more but less than \$40,000	\$350
\$40,000 or more but less than \$50,000	\$450
Over \$50,000 but less than \$250,000	\$544

Any vendor that is in default for not completing the work within the time specified will be removed from the bidder's list, at the option of the County, and not permitted to bid work for Lake County until the project is complete and the liquidated damages sum is satisfied.

The County will retain from the compensation to be paid to the vendor the above described sum. If the vendor continues to fail to complete any or all remaining scheduled work, the County will charge the vendor any additional costs that would be incurred over and above the original contract cost. This amount will be considered a minimum to complete all remedial work, correct deficient work, clean up the project and other miscellaneous tasks as required to complete all work specified. This amount is in addition to the liquidated damages prescribed above and will not be construed as a penalty.

WORK ACCEPTANCE

Upon written notice from the vendor that the work is complete, the County Project Manager will make a final inspection with the vendor and will notify the vendor in writing of any deficiencies in the project. The vendor must correct all deficiencies before final acceptance and payment is made. If the deficiency is not properly corrected and there is a third inspection, the County will assess an eighty-dollar (\$80.00) fee to the vendor. The eighty-dollar (\$80.00) fee will be assessed for every re-inspection. The fee is assessed to offset the additional County labor costs and vehicle usage required for unnecessary inspections and the fee will be deducted from the final invoice.

WARRANTY

All work performed under the contract must be warranted to provide, at a minimum, the specified performance criteria for a period of at least eighteen (18) months after completion of the project and acceptance by the County. Acceptability of this work will be determined based on both end-result and performance-based criteria. Performance criteria are as follows: Fatigue (Alligator) Cracking: Replace any segment that has a fatigue cracking condition rating exceeding the low severity level for more than ten percent (10%) of the pavement surface area in any segment during the warranty period. Rutting: Replace the segment where any rutting resulting from failure of the base is more than one-half (½) inch depth as measured with a 10-foot long straightedge. Potholes: The vendor will be responsible for the repair of any potholes that emerge in the surface area. If the

surface area of all potholes totals five percent (5%) or more of the segment's surface area, the vendor must replace the segment.

It is the County's responsibility to monitor warranted work to determine the performance. This includes performance of tests, recording observations, providing the vendor with access to this information, and notifying the vendor in writing of any required warranty work.

It is the vendor's responsibility to supply all material, labor, equipment and expertise to perform warranty work at no additional cost to the County. The vendor must provide the County with certification that all materials, mixtures, and workmanship meet or exceed the requirements specified in this solicitation. The vendor must complete all warranty repairs and permanent replacement as directed by the County, maintaining traffic control as specified in this solicitation. The vendor must repair the areas within thirty (30) calendar days from notification by the County. In the event of any failure of the repaired area, in accordance with the performance criteria in this solicitation, the County and the vendor will determine if the failure is due to the materials or workmanship being at fault. If the failure is due to the materials or workmanship being at fault, the vendor must repair the failed areas at no cost to the County. In cases where the failure resulted from drainage problems or an unexpected increase in traffic/truck equivalent single axle loadings (ESALs), then the County will be responsible for any needed repairs at no cost to the vendor. In cases where the overlay was inadequate or poorly constructed by the vendor, then the vendor must replace the defective area utilizing overlay as specified in this solicitation, at no cost to the County.

ATTACHMENT B – ADDENDUMS



OFFICE OF PROCUREMENT SERVICES
315 WEST MAIN STREET, SUITE 441
PO BOX 7800
TAVARES FL 32778-7800

PHONE: (352) 343-9839
FAX: (352) 343-9473

ADDENDUM NO. 2

Date: March 28, 2019

Invitation to Bid (ITB) 19-0921

On-Call Pavement and Base Repair Contractor

It is the vendor's responsibility to ensure their receipt of all addenda, and to clearly acknowledge all addenda within their initial bid or proposal response. Acknowledgement may be confirmed either by inclusion of a signed copy of this addendum with their response by completion and/or return of the addendum acknowledgement section of the solicitation. Failure to acknowledge each addendum may prevent the bid or proposal from being considered for award.

This addendum DOES NOT change the date for receipt of bids.

Questions/Answers:

Q1. Striping of thermoplastic, most striping firms, will not place thermo until the asphalt has cured at least 14 days. The bid has no provision for temporary paint until thermo can be placed. Please confirm that the intent is to place thermoplastic and not paint. And please confirm where to price the temporary paint if thermoplastic is the basis of the bid?

A1. The provision for temporary or permanent paint will be identified per project as stated in Section 2 – Statement of Work – Striping

“Unless otherwise directed by the County Project Manager, all pavement markings must be installed to meet existing layout and must be included as a separate unit cost item on the Notice to Proceed.”

The vendor shall supply a cost to install temporary paint and thermoplastic markings. This cost shall be listed on the “Total Price” column and include all costs associated in the temporary paint and thermoplastic markings on the newly attached pricing sheet titled “Pavement Markings”.

Addendum to Modify the below section with the highlighted inserts and changes.

Section 2 – Statement of Work – Notice to Proceed

NOTICE TO PROCEED

All work must be ordered by the County Project Manager with a Notice to Proceed.

The vendor will have sixty (60) calendar days to COMPLETE the project from the date of receipt of the work request regardless of the amount of work described unless otherwise stated on the Notice to Proceed. A fourteen (14) day asphalt cure time shall be allowed in addition to the sixty (60) calendar days to complete the project for the placement of thermoplastic striping. No additional days will be provided for normal weather delays. Average number of days of rainfall will be determined by the Southeast Regional Climate Center which can be found at the following link:

Section 2 – Statement of Work – Striping

STRIPING

Unless otherwise directed by the County Project Manager, all pavement markings must be installed to meet the existing layout and must be included as a separate unit cost item on the Notice to Proceed. It is the responsibility of the vendor to ensure the current (before resurfacing) striping layout is recorded so that the same layout is placed on the newly resurfaced road, unless the County supplies a new pattern to be used. Any striping installed in a different layout than the previously existing must be removed and replaced by the vendor at no additional cost to the County unless previously directed in writing.

Any pavement markings that are disturbed as part of the base repair must be replaced as directed by the County Project Manager. A fourteen (14) day asphalt cure time will be allowed in addition to the sixty (60) calendar days to complete the project for the placement of thermoplastic striping. All pavement marking work will be performed in accordance with the requirements of the latest edition of the following manuals and publications, including, but not limited to: the Florida Department of Transportation "Standard Plans for Road and Bridge Construction" and the Federal Highway Administration "Manual of Uniform Traffic Control Devices".

The Revised Bid Form above Line 21 refers to "Permanent Thermoplastic Striping", however, it should refer to "PAVEMENT MARKINGS". I am attaching a new Bid Form titled Final Bid Form to be used for your response to this solicitation.

Acknowledgement of Addendum:

Firm Name: PAQCO, INC Date: 3-28-19
Signature: [Signature] Title: Vice President
Typed/Printed Name: FAY PAQUETTE

ATTACHMENT C –PRICING SCHEDULE

CONTRACTOR agrees to provide services to the COUNTY, pursuant to the terms and conditions of this Agreement, under the following pricing schedule:

FINAL BID FORM

Item No.	Description	UOM	Price Per Unit	Estimated Usage	Total Price
1	Mobilization/Demobilization Charge	EACH	\$1,750.00	20	\$35,000.00
2	Portable Changeable (Variable) Message Signs	EACH DAY	\$800.00	10	\$8,000.00
3	Base Repair (10-20 SY)	SQUARE YARD	\$60.00	200	\$12,000.00
4	Base Repair (>20-50 SY)	SQUARE YARD	\$50.00	500	\$25,000.00
5	Base Repair (>50-100 SY)	SQUARE YARD	\$40.00	400	\$16,000.00
6	Base Repair (>100-200 SY)	SQUARE YARD	\$33.50	1500	\$50,250.00
7	Base Repair (>200 SY)	SQUARE YARD	\$27.50	1000	\$27,500.00
8	Additional one inch per SY for linerock to be installed	SQUARE YARD	\$2.00	50	\$100.00
9	Milling (10-20 SY)	SQUARE YARD	\$35.00	25	\$875.00
10	Milling (>20-50 SY)	SQUARE YARD	\$28.00	50	\$1,400.00
11	Milling (>50-100 SY)	SQUARE YARD	\$25.00	100	\$2,500.00
12	Milling (>100-200 SY)	SQUARE YARD	\$22.50	500	\$11,250.00
13	Milling (>200 SY)	SQUARE YARD	\$20.00	1500	\$30,000.00
14	Asphalt Repair (10-20 SY)	SQUARE YARD	\$17.50	225	\$3,937.50
15	Asphalt Repair (>20-50 SY)	SQUARE YARD	\$15.00	550	\$8,250.00
16	Asphalt Repair (>50-100 SY)	SQUARE YARD	\$14.00	500	\$7,000.00
17	Asphalt Repair (>100-200 SY)	SQUARE YARD	\$12.50	2000	\$25,000.00
18	Asphalt Repair (>200 SY)	SQUARE YARD	\$12.50	2500	\$25,000.00 ^{REV} \$31,250.00
19	Additional one inch per SY for asphalt to be installed	SQUARE YARD	\$8.75	500	\$4,375.00

20	Asphalt Per Ton	TON	\$130.00	5,000	\$650,000
PAVEMENT MARKINGS					
21	4-Inch White Line	LINEAR FOOT	\$1.50	125	\$187.50
22	4-Inch Yellow Line	LINEAR FOOT	\$1.50	125	\$187.50
23	6-Inch White Line	LINEAR FOOT	\$1.75	2,500	\$4,375.00
24	6-Inch Yellow Line	LINEAR FOOT	\$1.75	2,500	\$4,375.00
25	18-Inch White Line For Gore Areas	LINEAR FOOT	\$3.50	500	\$1,750.00
26	18-Inch Yellow Line for Gore Areas	LINEAR FOOT	\$3.50	500	\$1,750.00
27	Symbol - Single Arrow*	EACH	\$80.00	5	\$400.00
28	Symbol - Combination Arrow*	EACH	\$115.00	5	\$575.00
29	Message - School*	EACH	\$215.00	5	\$1,075.00
30	Message - Railroad Crossing*	EACH	\$215.00	5	\$1,075.00
31	Message - Only*	EACH	\$115.00	5	\$575.00
32	Message - Merge*	EACH	\$150.00	5	\$750.00
33	Message - Stop*	EACH	\$150.00	5	\$750.00
34	Message Miscellaneous, 4-6 Letters	EACH	\$150.00	5	\$750.00
35	24-Inch White Stop Bar	EACH	\$100.00	20	\$2,000.00
36	Raised Pavement Markings	EACH	\$6.50	500	\$3,250.00
Additional Items					
37	Night Work Charge (Including Lights)	EACH HOUR	\$300.00	40	\$12,000.00

AGR BETWEEN LAKE COUNTY AND ADVANCED PLANNING CONSULTANTS FOR ON-CALL EMERGENCY
MANG CONSULTING, 19-0913

38	Cost Per Day for Law Enforcement Officer To Assist With MOT - 8 Hour Shift; Only Used If Project Manager Requests Service	DAY	\$400 ⁰⁰	\$	\$2,000.00
Grand Total					\$2,000.00 CAT \$987,512.50

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.B.3.

Meeting Date: February 13, 2023

From: Aaliyah Davis, (Purchasing Manager)

Subject: Purchase request by Wastewater for the repair of the digester blower at the Canal Street Wastewater Treatment Plant (WWTP).

Staff Recommendation:

Staff recommends approval of the purchase request to Gardner Denver, Inc. for the repair of the centrifugal blower at the Canal Street WWTP in the amount of \$50,384.33.

Analysis:

The centrifugal blower provides stabilization of the biosolids needed to produce Class B residuals for disposal at the WWTP. The repair of the digester blower includes:

- New Parts as follows:

- Bearing Kit, 2 Seal Kits, Shaft, 8 Impellers, Carbon ring adapter, retainer, and 2 Bearing housings, 2 Reservoirs, 8 Tie rods, 2 Vibration Transmitters.

- Extensive mechanical run test in accordance with manufacturers standards.

- Paint will be current standard CF Royal Blue paint system.

- Full Quality inspection of all parts after tear-down.

- Factory 1-year warranty from the date of shipment.

Procurement Analysis:

The Wastewater Treatment Plant blower is originally provided by Gardner Denver and was also utilized during the expansion of the WWTP. In order to permit standardization, the City utilizes Gardner Denver, Inc. as a single source procurement ensure accuracy of the servicing and parts of the centrifugal blower.

Options:

1. Purchase repair parts and repair services from Gardner Denver, Inc. for \$50,384.33; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

Funds are available in the current Wastewater Capital Projects budget.

Account No. 044-4099-535-6410

Project No. 440006

WF No. 1465236/1

Requisition 55209

Budget	\$50,385.00
Available	\$50,385.00



Created Date	1/19/2023	Quote Number	00006621
Expiration Date	2/24/2023	SAP sales order number	5183028
		Reference	QT# 21454654, SF# 1069553
Prepared By	Bonnie Walker	Contact Name	Tony Bracco
Email	bonnie.walker@irco.com	Email	tony.bracco@leesburgflorida.gov
Phone	(724) 239-1607	Phone	3527289786
Bill To Name	City of Leesburg	Ship To Name	City of Leesburg
Bill To	1600 CR470 Okahumpka, Florida 34762 United States	Ship To	1600 CR470 Okahumpka, Florida 34762 United States
Payment Terms	net 30 days		
Ex-works Shipping Point	Bentleyville		

Comments Terms: Net 30 days
FOB is shipping point
Freight is prepaid & add or collect

This quote is to repair your blower changing the parts listed below.

Teardown Notes:

1. When received the bearing housing and reservoir have been removed along with part of the carbon ring seal assembly.
2. Castastrophic bearing failure on the drive end, missing bearing housing and reservoir.
3. The vibration probe ceramic was broken when received.
4. The shaft, drive end bearing housing, reservoir, carbon ring retainer and all impellers are damaged and have contact.
5. It is obvious that this unit has been torn down since the original was built in 2006, we don't think it was done by our shop. We found no record of it.
6. The impeller mix is totally different than what was originally supplied
7. Some of the impellers currently in the unit have some remaining phenolic coating that was not required on the original build back in 2006
8. There is evidence that "spray arc" or other material "build up" process was used to repair the drive end bearing journal. Several tie rod nuts were loose when the unit was received.
9. The drive end bearing housing, reservoir and carbon ring parts were removed before the unit was shipped to repair center.
10. All impellers will need to be replaced and the unit will be returned to the "AS FOUND" configuration .

New Parts as follows:

- *Bearing Kit
- *2 Seal Kits
- *Shaft
- *8 Impellers
- *Carbon ring adapter, retainer
- *2 Bearing housings
- *2 Reservoirs
- *8 Tie Rods
- *2 Vibration Transmitter - will be shipped loose
- Internal and external hardware

Factory Services Included in this quote are:

- Factory assembly to current specifications using OEM parts



- Extensive mechanical run test in accordance with manufacturers standards
- Paint will be our current standard CF Royal Blue paint system, if anything else is required, it will be an adder.
- Full Quality inspection of all parts after teardown
- Factory 1 year warranty from the date of shipment

Product	Line Item Description	Quantity	Sales Price	Total Price
CF - Aftermarket - Repair	74108 P009069	1.00	USD 50,384.33	USD 50,384.33
		Subtotal	USD 50,384.33	
		Grand Total	USD 50,384.33	

PLEASE SUBMIT PURCHASE ORDER TO:

Gardner Denver Nash

Service.CF@irco.com

Please note as this is an estimated quote, actual hours and expenses would be invoiced. This service is offered in accordance with our standard rates, and Gardner Denver T & C's apply.

Please note that once a Service Visit has been scheduled, time has been reserved in the schedule exclusively for you. If the visit is cancelled less than 24 hours before it is scheduled to take place, a minimum cancellation fee of \$500 or 10% of the total visit (whichever is greater) will be charged.

Emergency Service Rates

Service rates for emergency field service requests (typically 2 weeks or less from request to departure) will incur 20% for labor and travel rates before a technician or engineer departs and will be communicated in advance.

To avoid a cancellation fee, please provide notice at least 24 hours prior to your appointment.

You can cancel or reschedule an appointment by emailing us at: Service.CF@irco.com or calling 1-800-GDNASH1 (1-877-436-2741)

Thank you for the opportunity to quote your requested items.

****Please note****

Stock is subject to change. This quote does not include shipping or freight costs.

*Our minimum order requirement is \$100.00

All TUBING orders are subject to "long length fees" by LTL carriers, extra charge is estimated \$150-200.

*Gardner Denver Terms and Conditions apply and available on request or on our website; www.gardnerdenver.com

Except as agreed otherwise by Gardner Denver Nash LLC in writing, this Order shall be subject to and governed by Gardner Denver Nash LLC's Standard Terms and Conditions of Sale located at <http://www.gdnash.com/E-library.aspx#terms>, and all other terms and conditions, including any attached to, included with or referenced by any request, purchase order, acceptance or other material provided by Buyer shall be deemed a material alteration and are hereby rejected.

These commodities, technology, or software were exported from the United States in accordance with the Export Administration Regulations. Diversion contrary to US law prohibited.

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.1.

Meeting Date: February 13, 2023

From: Robert Hicks, (Police Chief)

Subject: Resolution of the City Commission of the City of Leesburg, Florida authorizing the Police Department to update guidelines and prerequisites for operators who qualify and participate in the Department's Wrecker Allocation System established in this policy, and implement new Rates/Fees; and providing an effective date.

Staff Recommendation:

Staff recommends approval for the Leesburg Police Department to update the policy/guidelines and the new fees for our Wrecker Allocation System, bringing fees more in line with surrounding jurisdictions.

New Rates/Fees:

Class A Wrecker (including Roll-back or slide-back carriers)

Base Rate	\$120.00	\$160.00
Mileage Rate per mile beyond 10 mile radius	\$ 4.00	\$ 5.50
Hourly Rate – no waiting or working time on scene after first 30 minutes (billed by ¼ hour)	\$30.00/¼ hr.	\$40.00/¼

hr.

Class B Wrecker

Base Rate	\$300.00	\$400.00
Mileage Rate – per mile beyond 10 mile radius	\$ 5.00	\$ 6.50
Hourly Rate – for waiting or working time on scene after First 30 minutes (billed by ¼ hour)	\$ 75.00/¼ hr.	\$100.00/

¼hr

Class C Wrecker

Base Rate	\$500.00	\$650.00
Mileage Rate – per mile beyond 10 mile radius	\$ 6.00	\$ 7.50
Hourly Rate – for waiting or working time on scene after First 30 minutes (billed by ¼ hour)	\$125.00/¼ hr.	

\$162.50/¼hr

Class D Wrecker

Base Rate	\$650.00	\$850.00
Mileage Rate – per mile beyond 10 mile radius	\$ 7.50	\$ 10.00
Hourly Rate – for waiting or working time on scene after First 30 minutes (billed by ¼ hour)	\$162.50/¼ hr.	

\$212.50/¼hr

SEPARATE CHARGES

HOURLY RATE BILLED BY ¼ HOUR

A.	Removal of Drive shaft	hourly rate	
B.	Air hook-up	hourly rate	
C.	Remove/pull axle	hourly rate	
D.	Remove bumper	hourly rate	
E.	Remove air foils	hourly rate	
F.	Landoll trailer – semi roll-back or drop Back trailer or truck	hourly rate	
G.	Air bags – (Commercial Veh. Adjustments)	\$500.00/hr.	\$1,000.00 /hr
	Maximum of	\$2,000.00	\$4,000.00
H.	Extra Manpower – per man hour charge		
	Laborer	<i>unchanged</i>	\$ 50.00
	Certified	<i>unchanged</i>	\$ 75.00
	<i>Supervisor</i>	<i>new</i>	<i>\$125.00</i>
I.	Service call (not including supplies)	<i>unchanged</i>	\$ 75.00

DAILY STORAGE FOR CLASS A SERVICE

Inside storage per day rate	\$35.00	\$45.00
Outside storage per day rate	\$25.00	\$35.00

DAILY STORAGE FOR CLASS B, C & D SERVICE

**

~~\$15.00 for first 20 ft.; \$1.00 per foot thereafter~~
~~Maximum \$40.00 per day~~

DAILY STORAGE FOR CLASS B SERVICE

Storage per day rate	**	\$60.00
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DAILY STORAGE FOR CLASS C & D SERVICE

Storage per day rate	**	\$80.00
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MISCELLANEOUS FEES

Innocent owner fee Page 9 (5.1.B)	<i>unchanged</i>	\$75.00
Administrative fee Page 10 (5.2.F)	<i>unchanged</i>	\$65.00
Service call fee Page 10 (5.2.G)	<i>unchanged</i>	\$75.00
Gate fee *after hours Page 12 (6.7)	\$65.00	\$75.00
<i>Re-hook fee Page 10 (5.2.H)</i>	<i>new</i>	<i>\$75.00</i>

All other rates/fees are unchanged within the policy.

Analysis:

These guidelines are designed to assist private and commercial users of the roadways within the City of Leesburg by insuring that only qualified, reputable wrecker operators and equipment are provided for the removal of wrecked, disabled, stolen or abandoned motor vehicles in the event the owner or operator is incapacitated, unavailable or leaves the procurement of wrecker service to the discretion of the Leesburg Police Officer at the scene.

The base fee rates have not changed significantly since 2008. The other substantive policy change, aside from the fees shown above, is provided below:

4.3 BACKGROUND

1. ~~Any employee of a wrecker company that has contact with the public shall not be a convicted felon or~~ Any owner or employee of a wrecker company that has contact with the public shall not have any convictions for forcible felonies or be classified as a “Sexual Offender or Predator” as described in section 943.0435, F.S.

Remaining policy changes not specified in this memo are largely grammatical or informational in nature. A copy of the proposed policy is attached separately.

Procurement Analysis:

Options:

1. Approve the resolution authorizing to update the established guidelines, rates and prerequisites for operators who qualify and participate in the Department’s Wrecker Allocation System established in this policy; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

None

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA AUTHORIZING THE POLICE DEPARTMENT TO UPDATE
GUIDELINES AND PREREQUISITES FOR OPERATORS WHO QUALIFY
AND PARTICIPATE IN THE DEPARTMENT'S WRECKER ALLOCATION
SYSTEM ESTABLISHED IN THIS POLICY, AND IMPLEMENT NEW
RATES/FEES; 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 the new policy and rates as an agreement with any and all wrecker companies placed on the Leesburg Police Department's rotation list for wrecker operations requested by the Leesburg Police Department.

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 on the 13th day of February 2023.

Mayor

ATTEST:

City Clerk

	POLICY WRECKER ALLOCATION SYSTEM		
	CHIEF OF POLICE Robert W. Hicks		
GENERAL ORDER 25-3	EFFECTIVE DATE 09/24/2015	REVISED DATE	CFA STANDARD 25.07M

CONTENTS:

1. [DEFINITIONS](#)
2. [WRECKER CLASSIFICATION AND REQUIRED EQUIPMENT](#)
3. [ADDITIONAL REQUIREMENTS](#)
4. [WRECKER OPERATOR REQUIREMENTS](#)
5. [RATE ESTABLISHMENT AND DISCLOSURE](#)
6. [BUSINESS LOCATION & STORAGE FACILITIES](#)
7. [CALL ALLOCATION SYSTEM](#)
8. [GENERAL REQUIREMENTS](#)
9. [REASON FOR DENIAL, REMOVAL OR SUSPENSION FROM ROTATION LIST](#)
10. [PROCEDURES FOR REMOVAL OR SUSPENSION FROM ROTATION LIST](#)
11. [WRECKER FILES & VEHICLE HOLD'S](#)
12. [APPENDIX I – WRECKER ALLOCATION RATE SCHEDULE](#)

PURPOSE: To establish the guidelines and prerequisites for operators who qualify and participate in the Department's Wrecker Allocation System established in this policy.

These guidelines are designed to assist private and commercial users of the roadways within the City of Leesburg by insuring that only qualified, reputable wrecker operators and equipment are provided for the removal of wrecked, disabled, stolen, or abandoned motor vehicles in the event the owner or operator is incapacitated, unavailable or leaves the procurement of wrecker service to the discretion of the Leesburg Police Officer at the scene.

These guidelines do not apply to a vehicle owner's request for utilization of a specific wrecker operator, whether or not such an operator is qualified under these rules. In such an event, the owner's request will be honored without resorting to these rules unless there will be an unreasonable time delay and a traffic problem exists.

1.0 DEFINITIONS

ABANDONED VEHICLE: An unattended vehicle that is directed by an officer to be removed because it is improperly parked in violation of Sections 316.194, 316.1945, or 316.1951, Florida Statutes (F.S.). This shall not apply to an abandoned vehicle being removed because it has been involved in a crash.

CITY: The City shall mean the City of Leesburg, Florida

DEPARTMENT: The Department shall mean the Leesburg Police Department.

SERVICE CALL: Any rotation wrecker response in which the removal of the vehicle is not required. Such calls may include but not be limited to changing a flat tire, providing gas or use of jumper cables, assisting in starting a vehicle, or unlocking a vehicle.

WRECKER OPERATOR: The individual, partnership, corporation, or business entity meeting the operator and equipment qualifications of this policy and engaged for hire in the recovery, towing, or removal of wrecked, disabled, stolen, or abandoned motor vehicles. For the purpose of this policy, a hired driver/employee shall be considered an agent of the wrecker operator and be governed by this policy while on duty.

2.0 WRECKER CLASSIFICATION & REQUIRED EQUIPMENT

- 2.1** The classification of each wrecker is governed by **the** manufacturer's rated capacities of the tow truck and the weight of the vehicle to be towed. The following specifications and requirements shall apply:
- A. Class A Wrecker - (To be used for the removal of cars, light trucks or vehicles weighing 10,000 pounds gross vehicle weight GVW or less.) It shall consist of a truck chassis with a manufacturer's rated capacity of at least 10,000 pounds GVW with a boom and winch having a manufacturer's rating of at least 4-ton capacity mounted on the chassis. In addition, operators who wish to remove cars and light trucks may use Roll-Back or Slide-Back carriers.
 - B. Class B Wrecker - (To be used for the removal of medium-duty trucks or vehicles weighing 20,000 pounds GVW or less.) It shall consist of a truck chassis with a manufacturer's rated capacity of at least 20,000 GVW with a boom and twin winches having a manufacturer's rating of at least 10-ton capacity mounted on the chassis.
 - C. Class C Wrecker – (To be used for the removal of heavy-duty trucks, house trailers, buses, etc. over 20,000 pounds GVW.) It shall consist of a truck chassis with a manufacturer's rated capacity of at least 30,000 pounds GVW and 50,000 pounds GVW for tandem axle trucks with a boom and twin winches having a manufacturer's rating of at least 25-ton capacity mounted on the chassis.
 - D. Class D Wrecker – One 50-ton hydraulic, extendable, fixed boom, ultra heavy-duty recovery wrecker with a boom structural rating (TEMA or SAE) of 100,000 pounds. A minimum of two planetary winches with a manufacturer's rating of 50,000 pounds each and 200 feet of ¾" cable. The boom shall extend a minimum of 150" beyond the tailgate. The boom shall elevate to a working height of 21 feet. The truck chassis shall be a minimum of 62,000 pounds GVW. The unit shall be equipped with an underreach tow unit with a capacity of 50,000 pounds. The truck chassis must be designated for or reinforced for severe service. The drive line shall also be severe and geared for the low-end, high torque applications frequently required for quick clearance and relocation of loaded, wrecked heavy trucks (in some cases while they are still overturned).

- E. Roll-Back/Slide-Back Carrier - (To be used for the removal of passenger cars, light trucks, small trailers, burned vehicles, boats, and other cargo without causing further damage.) It shall consist of a flatbed type body, which hydraulically slides back on the frame until it reaches ground level to facilitate loading by use of a winch, which is used to pull or slide the vehicle on the transporter. It shall consist of a truck chassis with a manufacturer's rated capacity of at least 10,000 pounds GVW, with a minimum of a 16-foot bed, dual rear wheels, and a winch with at least 8,000-pound capacity.
This is not a separate class of wrecker.

2.2 Each tow truck owned or maintained by a wrecker operator shall be commercially manufactured and equipped according to the following classifications:

- A. The tow truck and equipment shall be inspected and approved by the Professional Standards Commander or their designee before being placed on the rotation list. Thereafter, trucks and equipment shall be subject to periodic checks as necessary to ensure compliance with these rules.
- B. Sirens on wreckers are prohibited.
- C. The wrecker operator shall not represent or imply on any vehicle, building or correspondence an official relationship between the wrecker operator and the Department or any other law enforcement agency except that a decal confirming a vehicle has passed its yearly inspection may be displayed.
- D. It is prohibited for a tow truck or the business establishment maintained by the wrecker operator to have any equipment capable of monitoring messages or signals or frequencies assigned to the Department.
- E. All trucks operated pursuant to this rule shall be equipped with a business-type communication radio or mobile telephone or cellular telephone. There shall be one radio or phone for each truck. Such equipment shall be licensed and approved by the Federal Communications Commission. The mobile radio or telephone shall enable the wrecker operator to communicate with his area of operations from any point within the city. A citizen's band (CB) radio does not meet the requirements of this section.
- F. Specifications and required equipment shall be as follows:
 - 1. ALL wreckers (All Classifications) shall include the following:
 - a. A cradle, tow plate or tow sling to pick up vehicles. The cradle, tow plate or tow sling shall be equipped with safety chains and constructed in such a manner that it will not damage the vehicle to be towed.
 - b. Dual rear wheels.
 - c. Clearance and marker lights and all other equipment as required by Chapter 316, F.S.
 - d. A rotor beam or strobe-type light, amber in color, mounted on the wrecker in such a manner that it can be seen from the front, rear, and both sides.

- e. The name, address and telephone number of the wrecker operator must be painted or permanently affixed in a conspicuous place on both sides of the trucks as required by section 713.78(8), F.S. A unit number shall be painted on both sides of the cab of each wrecker. The same unit number on two or more wreckers qualified to tow is prohibited. Multiple addresses and telephone numbers are prohibited.
 - 1. The name must be in letters at least three (3) inches in height.
 - 2. The address and telephone number must be at least one (1) inch in height.
 - 3. The unit number must be at least three (3) inches in height and in contrasting color.
 - 4. Magnetic or removal signs or placards will not meet these requirements.
- f. At least one heavy duty push broom with a minimum width of twenty-four (24) inches.
- g. One square shovel.
- h. One ax.
- i. One crowbar or pry bar with a minimum length of thirty (30) inches.
- j. Fire extinguisher meeting the requirements of section 393.95(a) CFR Title 49
- k. One pair of bolt cutters with a minimum opening of 1/2 inch.
- l. One set of jumper cables.
- m. One four-way lug wrench.
- n. One flashlight.
- o. One snatch block for each winch with manufacturer's rating to match winch.
- p. Extra towing chain six to eight feet in length with hooks.
- q. At least three (3) safety cones or triangle reflectors. If cones are used they need to meet the requirements of section 6F.59 (MUTCD). If triangles are used they need to meet the requirements of section 393.95(f1) CFR Title 49
- r. Fifty pounds of sand or equivalent.

2. Class "A" Wreckers – For the removal of cars and light duty trucks and vehicles weighing 10,000 pounds gross vehicle weight or less. Specifications and equipment in addition to requirements outlined in paragraph 15B-9.005(7)(a), F.A.C., shall be as follows:
 - a. A truck chassis with a manufacturer's rated capacity of at least 10,000 pounds gross vehicle weight. A complete, commercially manufactured boom and winch(es) having a manufacturer's combined rating of at least 4 tons must be mounted on the chassis. Hand crank winches do not satisfy these requirements and will not be approved.
 - b. A minimum of one hundred feet of 3/8-inch cable.
 - c. Dollies.
 - d. Flood lights on the hoist.
 - e. Vehicles which are equipped with wheel lifts or the equivalent may also qualify as Class A tow trucks so long as they are equipped with a boom and all other applicable requirements are met. Wheel lifts shall be rated at a minimum of 3,000 lbs. lift capacity and must utilize wheel safety straps when lifting vehicles by the wheels only.
 - f. Operators who wish to remove cars and light trucks may have, in addition, a roll-back or slide-back carrier truck/trailer with specifications and equipment as provided in subsection (3) of this rule.
3. Class "A" Roll-Back or Slide-Back Wreckers – For the removal of cars and light duty trucks and vehicles weighing 10,000 pounds gross vehicle weight or less. Specifications and equipment for roll-back or slide-back carriers in addition to the requirements outlined in subparagraphs 15B-9.005(7)(a)2.-20., F.A.C., shall include the following:
 - a. A truck chassis with a manufacturer's rated capacity of at least 10,000 pounds gross vehicle weight with a minimum of a sixteen (16) foot bed, dual rear wheels and a winch with at least 8,000-pound capacity.
 - b. A minimum of 50 feet of 3/8-inch cable.
 - c. A minimum of two safety tie-down chains of at least ten (10) feet each in length.
 - d. Two spot (flood) lights mounted on the rear of the carrier.
 - e. A roll-back or slide-back carrier trailer shall meet the following requirements:
 1. A commercially manufactured carrier trailer with a rated capacity of at least 8,000 pounds gross vehicle weight with a minimum sixteen (16) foot bed. A winch with at least 8,000-pound capacity.
 2. A minimum of 50 feet of 3/8 inch cable.

3. Brakes and trailer lights which meet the minimum statutory requirements of Florida law.
 4. Safety chains.
 5. Must be towed by and used in conjunction with an approved wrecker that meets or exceeds the class of the vehicle to be towed.
4. Class "B" Wreckers – For removal of medium duty trucks or vehicles weighing 20,000 pounds gross vehicle weight or less. Specifications and equipment in addition to the requirements outlined in paragraph 15B-9.005(7)(a), F.A.C., shall be as follows:
 - a. A truck chassis with a manufacturer's rated capacity of at least 20,000 pounds gross vehicle weight. A complete, twin-winch, commercially manufactured boom and winches having a manufacturer's combined rating of at least ten (10) ton capacity mounted on the chassis. Class B wreckers that were previously approved at 15,000 pounds gross vehicle weight may continue in use within this class, even if sold to another approved rotation operator.
 - b. A minimum of one hundred feet of at least 1/2-inch cable on each drum.
 - c. One set of scotch blocks for wheels or hydraulic rear-extendable scotch blocks.
 - d. Flood lights on the hoist.
5. Class "C" Wreckers – For the removal of heavy-duty trucks, house trailers, buses, etc., weighing over 20,000 pounds gross vehicle weight. Specifications and equipment in addition to the requirements outlined in paragraph 15B-9.005(7)(a), F.A.C., shall be as follows:
 - a. A truck chassis with manufacturer's rated capacity of at least 30,000 pounds gross vehicle weight and 50,000 pounds gross vehicle weight for tandem axle trucks. A complete, twin-winch, commercially manufactured boom and winches having a manufacturer's combined rating of at least 25-ton capacity mounted on the chassis.
 - b. A minimum of two hundred feet of at least 5/8-inch cable on each drum.
 - c. Air brakes so constructed as to lock the rear wheels automatically upon failure.
 - d. External air hookup and hoses, to supply air to disabled vehicles.
 - e. One set of scotch blocks for wheels or hydraulic rear-extendable scotch blocks.
 - f. Flood lights on the hoist.

6. Class "D" Wreckers – For the removal of heavy-duty trucks, house trailers, buses, etc., weighing over 50,000 pounds gross vehicle weight. Required for quick clearance and relocation of loaded, wrecked heavy trucks (in some cases while they are still overturned). Specifications and equipment in addition to the requirements outlined in paragraph 15B-9.005(7)(a), F.A.C., shall be as follows:
 - a. Alloy (grade #8) chain: 2 each 3/8"x10', 2 each 5/8"x10' and 4 each 1/2"x10'
 - b. Two pair (4), wide profile, 50-ton, nylon recovery straps
 - c. Four heavy-duty snatch blocks (working load matched to the wrecker)
 - d. Various hooks, clevis, and chokers (matched to the wrecker capacity)
 - e. Four each, 4-foot hardwood timbers (4"x6")

3.0 ADDITIONAL REQUIREMENTS

- 3.1 Unless authorized by the Department, flashing amber lights shall not be used while responding to a call for wrecker service.
 - A. Flashing amber lights are to be used when at the scene and when towing from the scene in accordance with section 316.2397(3), F.S.
- 3.2 Wrecker operators who remove a wrecked or damaged vehicle shall sweep glass from the roadway and remove all debris or hazards from the scene and comply with the requirements of section 316.2044(2), F.S. Debris will not be placed into the interior of a vehicle.

4.0 WRECKER OPERATOR REQUIREMENTS

- 4.1 All wrecker operators operating a tow truck are required to have a valid Florida license in their possession, pursuant to section 322.03, F.S. and if required the proper class CDL per section 322.54, F.S.
- 4.2 INSURANCE
 - A. The wrecker operator shall maintain the following policies of insurance according to the minimum limits set forth below. Each policy shall be in the name of the wrecker operator and shall include coverage for towing and storage. The policy shall be effective throughout the period that the wrecker operator is qualified under these rules. It is not the intent of this rule to limit the operator to the types of insurance required herein.
 1. Worker's compensation and employer's liability insurance as required by statute.
 2. Garage liability insurance in an amount not less than \$300,000 combined single limit liability.

3. Garage keeper's legal liability insurance in an amount not less than \$50,000 for each loss, covering perils of fire and explosion; theft of a vehicle, its parts or contents; riot and civil commotion; vandalism; malicious mischief; and damage to a vehicle in tow.
4. The following minimum levels of combined bodily injury liability insurance and property damage liability insurance required by section 627.7415, F.S., in addition to any other insurance requirements as required by this rule.
 - a. Fifty thousand dollars (\$50,000) per occurrence for a wrecker with a gross vehicle weight of less than 35,000 pounds.
 - b. One hundred thousand dollars (\$100,000) per occurrence for a wrecker with a gross vehicle weight of 35,000 pounds or more, but less than 44,000 pounds.
 - c. Three hundred thousand dollars (\$300,000) per occurrence or a wrecker with a gross vehicle weight of 44,000 pounds or more.
- B. The insurance coverage required shall include those classifications that are listed in standard liability manuals, which most nearly reflect the operations of wrecker operators.
- C. All insurance policies required above shall be issued by companies authorized to do business in the State of Florida.
- D. The wrecker operator shall furnish certificates of insurance and a "Wrecker Insurance Statement of Compliance" to the Police Administrative Services commander or his designee prior to approval for participation on the rotation list, and thereafter thirty (30) days prior to the expiration dates of the policies. The certificates shall clearly indicate that the wrecker operator has obtained insurance of the type, amount and classifications required for compliance with this rule and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the Department. Upon failure of an approved wrecker operator to provide proof of insurance, as required by this paragraph, the Department shall provide notice to the wrecker operator, of its non-compliance.

4.3 BACKGROUND

- A. Any owner or employee of a wrecker company that has contact with the public shall not have any convictions for forcible felonies or be classified as a "Sexual Offender or Predator" as described in section 943.0435, F.S.
- B. Wrecker operators will provide the Department with criminal background checks on all officers, owners, managers, general employees and drivers. A list of all such individuals shall be provided along with their dates of birth and race. The Department reserves the right to prohibit any of the above listed individuals from providing services hereunder at the sole discretion of the Chief of Police.

AS A REMINDER, FCIC/NCIC CAN NOT BE USED TO CONDUCT CRIMINAL HISTORY CHECKS ON WRECKER OPERATORS OR DRIVERS PER FCIC/NCIC RULES AND SECTION 943.05, F.S., WHICH DEFINES CRIMINAL JUSTICE PURPOSES. HOWEVER, FCIC/NCIC CAN STILL BE USED TO CHECK FOR ACTIVE WANTS AND WARRANTS ON NEW WRECKER DRIVERS OR OPERATORS

5.0 RATE ESTABLISHMENT AND DISCLOSURE

- 5.1** Innocent Owner- Shall constitute those tows where the owner or other person authorized to possess the vehicle was not the perpetrator of a crime or civil infraction. This stipulation is applicable only to the first 72 hours. Any charges incurred beyond the first 72 hours are subject to the established rate structure. This shall include but is not limited to:

- A. Recovered stolen vehicles where the owner/operator either:
1. Has no insurance; or
 2. Has insurance with a deductible or co-pay that is \$75.00 or more.
 3. In no event shall an innocent owner have to pay more than \$75.00 out of pocket for the initial towing fees and the first 72 hours of impoundment.

NOTE: "Innocent Owners" shall not include those persons whose vehicles are determined by the officer, to have either:

1. Been stolen by an immediate family member (i.e. Parent, child or spouse, unless the spouse has been Court ordered no to possess the vehicle), or
 2. Where the vehicle is reasonably believed to have been exchanged, by the owner/operator for illegal controlled substances.
- B. An "innocent owner's" vehicle may be towed and stored as the result of a crime. The Department shall identify these vehicles to the Company. If a victim meets the definition of innocent owner, and has no insurance or has a deductible of \$75.00 or more, the Company shall charge the "innocent owner" a fee not to exceed \$75.00. The Company can charge additional costs to the "innocent owners" insurance carrier, or to some other insurance company who is liable for those costs, but in no event will the "innocent owner" be responsible to pay more than \$75.00 out of pocket for the costs of towing and storage. Any costs for innocent owner/victim shall include the first seventy-two (72) hours of storage. If a vehicle is not properly designated and Innocent Owner / Victim Tow at the time it is towed, but is subsequently so identified, the Company shall reimburse the victim for any amounts paid in excess of the fixed fee listed above. The rate for subsequent charges is as listed in the established rate structure.

- 5.2** Rates will be set by the Leesburg Police Department and shall consist of the following rate schedule. (125.0103(c), F.S.)

- A. Base Rate - The basic charge for responding to a call, which includes attaching to the disabled vehicle and towing it to a place of storage. It also includes no more than a 30-minute wait at the crash scene before commencing actual retrieval.
- B. Hourly Rate - The per hour charge for use of a wrecker in retrieving submerged vehicles, up righting overturned vehicles, retrieval from ditches or the attachment of dollies. It does not include travel time or the first 30 minutes of working or waiting on the scene. There shall be no separate charge for winching.
- C. Mileage - The rate charged per mile for towing.

- D. Daily Outside Storage - The daily rate for a vehicle in outside storage based on a 24-hour day, each day starting at 12:01 a.m. The initial six hours of storage shall be without charge. Thereafter, the daily rate will apply and any fraction of a day will count as a full day.
- E. Daily Inside Storage Rate - The separate charge for inside storage according to the same criteria as set forth above for outside storage.
- F. An administrative fee of \$65.00 may be charged after the first forty-eight (48) hours of storage so long as the company has complied with the requirements of section 713.78, F.S. including execution and mailing of lien notice.
- G. When a wrecker responds and performs a service call, he/she may charge a fee not to exceed \$75.00. The fee does not include the cost of parts or labor required for any authorized vehicle repair made at roadside. A wrecker operator shall not charge the base towing rate fee for a call resulting in service only to a disabled motorist which does not involve towing the vehicle from the scene.
- H. When the surrendering of a vehicle/vessel to the rightful owner requires the use of any apparatus/equipment (i.e. a vehicle has to be towed from the lot to the gate because it is inoperable and cannot be moved under its own power) a "re-hook" fee of \$75.00 may be charged against the company or individual. **THIS FEE MAY NOT BE CHARGED IF THE VEHICLE CAN BE DRIVEN/DELIVERED TO THE GATE UNDER ITS OWN POWER.**

(See attached Rotation Towing Rate Structure for itemized pricing)

6.0 BUSINESS LOCATION & STORAGE FACILITIES

- 6.1 Due to the need for timely wrecker responses to reduce the prolonged exposure of traffic hazards to the public, the following restriction will be required:
 - A. Upon adoption of the revisions of this policy, the wrecker operator as defined must be located within a radius of five (5) miles from the intersection of W. Main Street and U.S. 27 (14th Street).
- 6.2 An operator's place of business must have the following:
 - A. The business must have a sign that identifies it to the public as a wrecker establishment. The sign must be painted with letters of at least four (4) inches in height and placed so that it is clearly visible to the public
 - B. The place of business must maintain office space.
 - C. The office will consist of a desk, chair and a file cabinet or a secure place where all impound logs, tow sheets and records will remain. The office will be at the same location as the storage facility and provide amenities to the public such as protection from the elements of nature (i.e. rain, cold, etc.). Occupation license for location of office is required. The Department's rate schedule will be displayed conspicuously. A copy of the rate schedule will be provided to customers upon request.
 - D. The place of business must maintain a telephone communications system to answer calls from the Department or from the public, twenty-four hours a day.

- E. The office must have personnel on duty from at least 8:00 a.m. to 5:00 p.m., Monday through Friday to answer calls from the duty officer and to serve the public. However, on the following holidays observed by state agencies, no personnel are required to be on duty at the office to serve the public: New Year's Day; Birthday of Martin Luther King, Jr., third Monday in January; Memorial Day; Independence Day; Labor Day; Veteran's Day; Thanksgiving Day, Friday after Thanksgiving; Christmas Day; if any of these holidays fall on Saturday, the preceding Friday shall be observed as the holiday; if any holiday falls on a Sunday, the following Monday shall be observed as the holiday.
- F. Wrecker operators shall provide storage facilities which shall be maintained at the operator's place of business. These facilities must be fenced and locked for the protection of vehicles and property.
- G. The wrecker operator shall provide storage for all impounded/towed vehicles in the outside storage area unless specific written instructions are given for inside storage by the impounding officer or the owner. If required for investigative purposes, the wrecker operator shall move the vehicle(s) to a designated area for processing prior to storage. In such instance, the Department will not authorize release of the vehicle until all outstanding charges by the operator, as authorized by the Department, have been satisfied.
- H. The wrecker operator shall not change the type of storage facility (inside or outside) afforded a vehicle without written permission from the Professional Standards Commander or designee. The wrecker operator shall not change the storage facility location without first obtaining written permission from the Professional Standards Commander or designee.
- I. The registered owner of a vehicle or the owner's representatives or owner's insurance adjusters, upon proper identification, shall be permitted to inspect or photograph stored vehicles during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday. The wrecker operator shall not require the owner, adjuster or representative to pay any fee in order to inspect or photograph the stored vehicle.
- J. All fencing shall be chain-link or solid-wall type, at least 6 feet high, to discourage theft of any vehicle or any property being stored inside. All storage facilities shall be illuminated with lighting of sufficient intensity to reveal persons and vehicles at a distance of at least 150 feet during nighttime.
- K. Permanent inside storage facilities must be available for 24-hour storage when weather or other conditions require inside storage for the protection of the vehicle or personal property. A lean-to, tent or shed does not meet the requirements of this section. Inside storage must be within a weather-tight building.
- L. A minimum of 18 storage spaces with 2 inside storage spaces must be available. The inside storage spaces must be kept in clean condition and must meet the following requirements:
 - 1. A solid concrete floor
 - 2. A minimum height of 10 feet
 - 3. Two electrical outlets
 - 4. An entrance large enough to accommodate a small step van
 - 5. Adequate ventilation/exhaust fan for the extraction of chemical fumes
 - 6. Adequate lighting area
 - 7. Access to running water
 - 8. No animals (i.e. guard dogs)

9. Locked and secure at all times

J. Service bays or repair bays do not qualify as inside storage, nor does any area that is utilized for any activity other than serving as a permanent inside storage area, when vehicles are actually stored inside at the request of a law enforcement agency or the owner of a vehicle.

- 6.3** Wrecker operators shall comply with hold orders placed by the Department, including any instructions for inside or outside storage. Vehicles sealed by the Officer shall remain intact until the seals are removed by the Officer/Crime Scene Investigator. No property of any kind shall be released to anyone without authority of the Officer. Once the hold is released then the vehicle and the property may be released by the wrecker operator upon valid proof of ownership.
- 6.4** A copy of an inventory prepared by the officer, of all personal property found in a wrecked, disabled or abandoned vehicle shall be provided to the wrecker operator if required by section 713.78(7c), F.S. The wrecker operator shall permit the removal of such property by the vehicle owner or his agent from a stored vehicle during normal business hours without charge. The agent's authority shall be evidenced by a writing acknowledged by the owner before a notary public or other person empowered by law to administer oaths. A signed receipt for each article removed by the owner or his agent shall be obtained. Personal property shall be defined as any item not affixed to the vehicle which was in the vehicle at the time of the tow. In the case of vehicles stored where no "hold order" has been placed, the wrecker operator will directly release any vehicle upon presentation of proper proof of identification and ownership. If these conditions cannot be met due to unusual or extraordinary circumstances, the vehicle will be released only upon authorization obtained from the Department.
- 6.5** Wrecker operators handling the initial tow shall exercise reasonable care and control of parts and contents located in vehicles while under their protection or while in storage.
- 6.6** During the hours from 8:00 a.m. to 5:00 p.m., Monday through Friday, wrecker operators will provide adequate staffing at the storage facility so that personal property may be removed from the vehicle or the vehicle itself may be released without undue delay.
- 6.7** Should it become necessary that personal property be removed from a vehicle or a vehicle be released when the storage facility is not staffed, the wrecker operator will be required to do so and allowed to charge a fee of \$75.00.
- 6.8** Under no condition shall multiple towing companies operate or occupy one office. Wrecker operators will be listed only once on each list and only in the name under which they are qualified under the provision of this rule and conducting business in this state. It is prohibited for a wrecker operator conducting business at one location to receive multiple listings or classifications by utilizing a different or fictitious name for trucks operating out of the same location or out of different locations within the same zone. When two or more corporations are owned by the same individual, partnership or parent corporation, each may have a separate listing only when each has a separate location and different corporate officers. It is prohibited for two or more wrecker operators owned in whole or in part by the same individual, partnership or parent corporation to be qualified to operate under the rotation list.

- 6.9** Under no circumstances, unless directed by the Leesburg Police Department, shall a vehicle be stored at a location other than that which has been designated as “approved”. The wrecker companies must provide both inside and outside storage facilities to be included in the wrecker operator system. The appearance and cleanliness of the storage facilities must be maintained as to provide a safe and clean environment. Inside storage shall have a minimum of two spaces within an enclosed building or structure of a permanent design designated for the sole purpose of evidence. This area shall be free of clutter and have restricted access. The area housing vehicles for evidentiary purposes must be conducive to processing of evidence by officers/CSI technicians. Work bays or temporary shelters will not be permitted. Outside storage shall have a minimum of eighteen spaces with at least three spaces large enough to accommodate motor homes, tractor trailers, box trucks, etc. The storage facility must be fenced with a minimum six-foot chain link or like material and be non-accessible to the public during normal hours of operation. Lighting shall be provided that will allow the facility to be seen at night at a minimum of 150 feet. Upon receipt of the title or certificate of destruction, the wrecker company may dispose of the vehicle in accordance with Florida State Statute.

7.0 CALL ALLOCATION SYSTEM

- 7.1** All Leesburg Police Department approved wrecker operators shall be placed on the wrecker rotation list which will maintained within the Leesburg Police Department Communications Center.
- 7.2** The Chief of Police is authorized to limit the number of wrecker operators participating. This number may be revised if the Chief of Police finds that the public is not being adequately served as a result of an insufficient number of qualified wrecker operators.
- 7.3** Wrecker operators shall be called by the communications center for the removal of a wrecked, disabled, stolen or abandoned vehicle according to the wrecker operator's placement on a wrecker rotation list.
- 7.4** Wrecker operators will be called in succession from the top of the list. Following each call, a wrecker operator will be rotated to the bottom of the list, unless it is an owner's request call. Refusal to respond for other than a legitimate and verifiable reason will result in immediate suspension from the list until review by the Police Administrative Services commander or designee. Repeated instances of refusing to respond will result in removal from the list as an authorized wrecker service. Any disputes pertaining to a request for services must be addressed with the Police Administrative Services commander or designee the next business day. Under no circumstance should a dispatcher be spoken to in a harsh or unprofessional manner pertaining to a complaint they are not in a position to address.
- 7.5** A wrecker operator shall respond to a call with a wrecker classified to meet or exceed the size of the vehicle to be towed.
- 7.6** Wrecker requests from the officer will be transmitted to the communications center who will contact the proper wrecker operator. Wrecker operators called at the owner's request shall not be rotated and will maintain their position on the list.
- 7.7** The officer may cancel a request for service of a participating wrecker operator. In the event of cancellation of response without rendering service, the wrecker operator shall not be rotated, but will maintain his/her position on the list. In all cases of cancellation of service of a wrecker operator, the officer shall advise the communications center the reason for cancellation for documentation in the wrecker log.

- 7.8 A officer shall not advise the communications center to tell a wrecker operator to respond 10-18 (emergency) to a scene.
- 7.9 The investigating officer may call for specialized recovery equipment on a nearest available basis. The officer shall advise the communications center the reason for such request for documentation in the wrecker log.
- 7.10 For multiple car crashes involving multiple disabled vehicles, the officer shall advise the communications center of the total number of wreckers needed to separately remove each vehicle. The communications center shall call the wrecker operator on top of the rotation list and advise him/her of the total number of Department approved wreckers needed from that operator to accomplish the removal. If the wrecker operator lacks the capacity to handle multiple removals, he/she shall nevertheless be called as needed from the rotation list. The first wrecker on the list shall have a choice of vehicles. If the first listed wrecker does not arrive on the scene within a reasonable time, fifteen to twenty minutes, the investigating officer will assign vehicles to available wrecker operators.
- 7.11 Wrecker operators shall be on call twenty-four hours a day, seven days a week. An answering service or pager shall not be permitted except as provided in this section. The Police Administrative Services commander may approve the use of an answering service by a wrecker operator if, due to the limited number of operators, no undue burden is placed on the Leesburg Police Department. The wrecker operator must acknowledge the rotation call by contacting the communications center within five minutes after the rotation call was received by the answering service. If the wrecker operator does not acknowledge the call as required by this subsection, the communications center shall cancel the call, rotate the wrecker operator to the bottom of the list and request the services of the next available wrecker operator.
- 7.12 POLICE VEHICLES
- A. If a vehicle owned, leased, rented, or operated by the Leesburg Police Department needs to be towed for any reason whatsoever, the Wrecker Operator agrees to tow the vehicle from any area in Lake County, or from any area within a 10 mile radius of the Lake County line, at no cost to the Leesburg Police Department. The Wrecker Operator shall tow the vehicle to the City of Leesburg Fleet facility located at 550 S. 14th St in Leesburg.
- B. This will in no way affect the wrecker operator's placement on the rotation list and it will maintain the position held at the time of request.
- 7.13 ROTATION OF WRECKER OPERATORS
- A. When a wrecker operator responds to a rotation wrecker call and removes a vehicle from the scene, the wrecker operator will be rotated to the bottom of the rotation list.
- B. When a wrecker operator responds to a service call or to remove a vehicle that is later determined to require only a service call, the wrecker operator will be rotated to the bottom of the rotation list.
- C. When a wrecker operator removes an abandoned vehicle, the wrecker operator will be rotated to the bottom of the rotation list.
- D. When a call for a rotation wrecker is canceled, the wrecker operator **will not** be rotated.

- E. Officers will advise the communications center of the nature of the rotation wrecker request and any subsequent changes in or cancellation of the request.
- F. The wrecker rotation list shall be used for all "roadside service requests" in the absence of an owner's request. The wrecker call shall be logged the same as any other wrecker rotation call.

8.0 GENERAL REQUIREMENTS

- 8.1** When a vehicle is released at the scene by the investigating officer, the wrecker operator shall tow to any location the owner requests, and, may charge scheduled rates.
- 8.2** Any complaints received by the Department concerning misconduct on the part of the wrecker operator such as excessive charges, poor business practices, or damage to vehicles will be investigated by the Department for appropriate action.
- 8.3** The wrecker operator shall maintain at the place of business a file which will contain:
 - A. Vehicle storage receipt(s) for each stored/impounded vehicle on the premises towed under the provisions of this policy.
 - B. A list of all calls for service with the Department.
 - C. A notification log indicating the date, time, and method of notification to the registered owner of an impounded or stored vehicle.
 - D. An ongoing log by month of all vehicles which have remained unclaimed for 30 days or more. All files and logs will be available for inspection and checking during normal business hours by the Department.
 - E. Tow receipts shall be kept for a minimum of three months. They must be complete and accurate. All charges must be detailed. The Police Administrative Services commander or his designee will pick up copies of the receipts approximately once per month.
- 8.4** Any ancillary services, such as the use of a dolly or dropping and hooking up linkage, are to be performed only if required and appropriate.
- 8.5** The wrecker operator may not assign, transfer or relinquish to a successor operator, their approved status and placement on the rotation list.
 - A. A replacement or successor operator must be approved under these rules before being placed on the Department's rotation list.
- 8.6** The motor vehicle owner or operator is responsible for charges imposed by the wrecker operator in accordance with the approved rate schedule on file with the Department.
- 8.7** The wrecker operator will forfeit a call if the wrecker operator or his employee or agent responds to a call while drinking alcoholic beverages or using controlled drugs or substances, and if probable cause exists to believe they are under the influence, they will be subject to the provisions of Chapter 316 and 322, Florida State Statute.

9.0 ADDITION, DENIAL, REMOVAL OR SUSPENSION FROM ROTATION LIST

- 9.1** The Department will have no more than two tow rotation services on the active tow rotation list.
- A. A towing service may be approved in accordance with the established procedures of this policy, but will not be placed on the active tow rotation list until one of the active tow services are either removed or suspended from active tow rotation service, in accordance with this policy.
 - 1. Any tow service approved for the tow rotation list, beyond the two active towing services will be placed on a "waiting list", in the order in which they were approved.
 - 2. The current approved waiting list will be maintained by the Police Administrative Services commander.
 - B. The Chief of Police may authorize additional towing services on the active tow rotation list based upon current needs of the Department.
- 9.2** The following are grounds for denial, removal, or suspension of a wrecker operator from the rotation list:
- A. Failure to comply with provisions of this policy or pass annual inspection;
 - B. Chasing or running wrecks without a proper call from the Department;
 - C. Soliciting at the scene of an accident by the wrecker operator, his driver or agent;
 - D. Failure to answer a call two times in a three-month period while in service;
 - E. Refusal to answer a call without a valid reason;
 - F. Inability by an operator or his driver to properly operate the tow truck in the removal of disabled vehicles or inability to remove a vehicle without causing additional damage;
 - G. Failure to comply with the rate disclosure requirements of Section 5 of this policy;
 - H. Pulling in a wrecked or damaged vehicle without it having been investigated or cleared by a proper law enforcement agency;
 - I. Loss of civil rights or conviction of any felony.
 - 1. Due to access to property and/or vehicles in police custody, any employee of a wrecker service, who is formally charged with a felony crime must be suspended from the wrecker service, pending the final disposition of the court proceeding against them.
 - 2. Due to access to property and/or vehicles in police custody, any owner of a wrecker service, who is formally charged with a felony crime will have their company suspended from tow rotation services, pending the final disposition of the court proceedings against them.

- J. Any employee or wrecker service owner who is formally charged or convicted of a misdemeanor crime will be subject to review by the Chief of Police and possible grounds for denial, removal, or suspension of tow rotation services.
 - K. Poor business practices/management (i.e. loss/altering of documents.)
- 9.3** The Chief of Police retains final authority to approve, deny, remove or suspend any current tow rotation service or any future application for tow rotation service participation.

10.0 PROCEDURE FOR REMOVAL OR SUSPENSION FROM ROTATION LIST

- 10.1** When a wrecker operator violates any provisions of the wrecker rules, it shall be grounds for denial of inclusion, removal, or suspension from the rotation list.
- 10.2** Generally, for violations of the wrecker rules which do not pose an immediate threat to the safety, health and welfare of the public or for violations which do not have specific penalties stated in the rules, the violators will receive a request to Show Cause for first offenses. The purpose of the request to Show Cause is to formally advise the wrecker operator that action will be taken to suspend or remove the wrecker operator from the rotation list unless the wrecker operator complies with the wrecker rules. It also allows the wrecker operator an opportunity to prove that he/she has not violated the wrecker rules or had a valid reason for the violation.
- 10.3** If a wrecker operator fails to respond to the request to Show Cause or continues to violate the wrecker rules, a request for suspension or removal of the wrecker operator from the wrecker rotation list is to be forwarded through channels to the Police Administrative Services commander with all supporting documentation.
- 10.4** In cases where a wrecker operator is immediately suspended from the wrecker rotation list per the emergency provisions of the wrecker rules, the Professional Standards Commander will be immediately notified through channels of the action taken. A complete report and all supporting documentation are to be forwarded through channels to the Professional Standards Commander.

11.0 WRECKER FILES & VEHICLE HOLD'S

- 11.1** WRECKER FILES AND WRECKER LOGS
- A. The Leesburg Police Department Records section shall maintain wrecker files. Wrecker logs will be maintained by the Records Section until a written order of destruction is received from Records Management. There shall be an individual wrecker file kept on all approved wrecker operators.
 - B. Each wrecker file shall include, but not be limited to, the following information:
 - 1. Application for inclusion on the wrecker rotation list form.
 - 2. Insurance certificate (current).
 - 3. Wrecker insurance statement of compliance.
 - 4. Wrecker inspection form(s).
 - 5. Wrecker driver's information form.
 - 6. Approval for inclusion (letter from Chief of Police or his designee).

7. Notice of non-compliance form (insurance requirement).
8. Notice of suspension form(s) (if applicable).
9. Order to Show Cause (if applicable).
10. Administrative actions taken by the Department (if applicable).

11.2 LEVY HOLD

- A. When towing a vehicle that is placed under a Levy Hold for the Leesburg Police Department, there is no administrative work that needs to be done. Please do not send out any mailings to the owners or lien holders. The vehicle is under hold for a levy, and the Police Department will handle all mailings in reference to that vehicle. Any administrative work that you may do could interfere in the legal proceedings of the levy. Monies due from the towing of a vehicle under a Levy Hold will be payable after the vehicle hold is released, whether upon written release from the Police Department or by purchase at an auction, and after an original bill is mailed to the administrative services division of the Police Department. Vehicles stored under a Levy Hold at the Police Department are not to be released without the permission of the Police Department.

By Order of:

A handwritten signature in blue ink, appearing to read "R. W. Hicks", is written over a light blue rectangular background.

Robert W. Hicks
Chief of Police

LEESBURG POLICE DEPARTMENT WRECKER ALLOCATION RATE SCHEDULE

In accordance with the City of Leesburg Ordinance 92-18 and 125.0103 and 166.043, Florida State Statute, the following rates have been established for wrecker services.

The rates shall be effective until changed by the Leesburg Police Department and shall only pertain to wrecker services furnished under the Leesburg Police Department Wrecker Allocation System.

Nothing in City Ordinance 92-18; 125.0103 or 166.043, Florida State Statute or in Leesburg General Order 17-7 prohibit a wrecker operator from charging less than the rate limits established below:

Class A Wrecker (including Roll-back or slide-back carriers)

Base Rate	\$160.00
Mileage Rate per mile beyond 10 mile radius	\$ 5.50
Hourly Rate – no waiting or working time on scene after first 30 minutes (billed by ¼ hour)	\$ 40.00/ ¼ hr.

Class B Wrecker

Base Rate	\$400.00
Mileage Rate – per mile beyond 10 mile radius	\$ 6.50
Hourly Rate – for waiting or working time on scene after First 30 minutes (billed by ¼ hour)	\$100.00/ ¼ hr.

Class C Wrecker

Base Rate	\$650.00
Mileage Rate – per mile beyond 10 mile radius	\$ 7.50
Hourly Rate – for waiting or working time on scene after First 30 minutes (billed by ¼ hour)	\$162.50/ ¼ hr.

Class D Wrecker

Base Rate	\$850.00
Mileage Rate – per mile beyond 10 mile radius	\$ 10.00
Hourly Rate – for waiting or working time on scene after First 30 minutes (billed by ¼ hour)	\$212.50/ ¼ hr.

SEPARATE CHARGES

HOURLY RATE BILLED BY ¼ HOUR

A.	Removal of Drive shaft	hourly rate
B.	Air hook-up	hourly rate
C.	Remove/pull axle	hourly rate
D.	Remove bumper	hourly rate
E.	Remove air foils	hourly rate
F.	Landoll trailer – semi roll-back or drop Back trailer or truck	hourly rate
G.	Air bags	\$1,000.00/hr.
	Maximum of	\$4,000.00
H.	Extra Manpower – per man hour charge	
	Laborer	\$50.00
	Certified	\$75.00
	Supervisor	\$125.00
I.	Service call (not including supplies)	\$75.00

DAILY STORAGE FOR CLASS A SERVICE

Inside storage per day rate	\$45.00
Outside storage per day rate	\$35.00

DAILY STORAGE FOR CLASS B SERVICE

Storage per day rate	\$60.00
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DAILY STORAGE FOR CLASS C & D SERVICE

Storage per day rate	\$80.00
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MISCELLANEOUS FEES

Innocent owner fee Page 9 (5.1.B)	\$75.00
Administrative fee Page 10 (5.2.F)	\$65.00
Service call fee Page 10 (5.2.G)	\$75.00
Gate fee *after hours Page 12 (6.7)	\$75.00
Re-hook fee Page 10 (5.2.H)	\$75.00

****** NOTE: MILEAGE RATES ARE FOR TOWED MILES ONE WAY ******

Contact Persons: Lieutenant Chris Parsons
Sergeant John Sommersdorf
Leesburg Police Department
(352) 728-9860

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.2.

Meeting Date: February 13, 2023

From: Andi Purvis, (City Clerk)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, accepting a Utility Easement to the City of Leesburg from Plaza Street Fund 163, LLC, for the purpose of granting the City an Easement over the property described therein, together with the Joinder and Consent to Utility Easement from UMB Bank, N.A. joining and consenting to the Utility easement; and providing an effective date.

Staff Recommendation:

Staff recommends accepting and approving the Resolution for a Utility Easement from Plaza Street Fund 163, LLC, for the property described therein, together with the Joinder and Consent to Utility Easement from UMB Bank, N.A. joining and consenting to the Utility easement.

Analysis:

Plaza Street Fund 163, LLC is granting a Utility Easement to the City of Leesburg, Florida 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.

UMB Bank, N. A. is the holder of a mortgage, lien, or other encumbrance upon the property described therein and joins and consents to the Utility Easement from Plaza Street Fund 163, LLC and agrees that its mortgage, lien or other encumbrance shall be subordinated to said easement.

Procurement Analysis:

N/A

Options:

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

Fiscal Impact:

None

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, ACCEPTING A UTILITY EASEMENT TO THE CITY OF LEESBURG FROM PLAZA STREET FUND 163, LLC, FOR THE PURPOSE OF GRANTING THE CITY AN EASEMENT OVER THE PROPERTY DESCRIBED THEREIN, TOGETHER WITH THE JOINDER AND CONSENT TO UTILITY EASEMENT FROM UMB BANK, N.A. JOINING AND CONSENTING TO THE UTILITY EASEMENT; 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 Plaza Street Fund 163, LLC for the purpose of granting the City a Utility Easement over, under, upon, across, through and within the real property described in the document, together with the Joinder and Consent to Utility Easement from UMB Bank, N.A. joining and consenting to the Utility easement, is hereby accepted.

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 on the 13th day of February 2023.

Mayor

ATTEST:

City Clerk

Prepared by/return to:
William Grant Watson, Esq.
Stone & Gerken, P.A.
4850 N. Highway 19A
Mount Dora, Florida 32757

UTILITY EASEMENT

THIS PERMANENT UTILITY EASEMENT ("Easement") is hereby granted by **PLAZA STREET FUND 163, LLC**, a Kansas limited liability company, whose mailing address is 2400 W. 75th Street, Suite 220, Prairie Village, Kansas 66208, ("**GRANTOR**," to **THE CITY OF LEESBURG, FLORIDA**, whose mailing address is P.O. Box 490630, Leesburg, Florida 34749-0630, and its successors and assigns ("**GRANTEE**");

WITNESSETH:

THAT GRANTOR, for and in consideration of the sum of ONE DOLLAR (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant unto **GRANTEE**, its successors and assigns forever, a perpetual non-exclusive easement for the construction, installation, alteration, operation, repair, maintenance, and replacement of utility improvements, including but not limited to water, wastewater, reclaimed water lines, natural gas and electricity and related facilities (the "**Facilities**"), over, under, upon, across, through and within the following described lands in Lake County, Florida, and referred to hereinafter as the "**Easement Area**" to wit:

SEE THE SKETCH OF DESCRIPTION ATTACHED HERETO AS EXHIBIT "A"

The easement rights specifically include: (a) the right of perpetual ingress and egress to patrol, inspect, alter, improve, construct, repair, maintain, rebuild, relocate, remove and provide access and service to the Facilities; (b) the right to decrease or increase, or to change the quantity and type of, the Facilities; (c) the right to clear the Easement Area of trees, limbs, undergrowth, and other physical objects (regardless of the location of such trees, limbs, undergrowth and other objects) which, in the opinion of Grantee, endanger or interfere with the safe and efficient installation, operation, or maintenance of the Facilities; and (e) all other rights and privileges reasonably necessary or convenient for the safe and efficient installation, operation, and maintenance of the facilities and for the enjoyment and use of such Easement for the purposes described above. Such easement rights shall include any temporary construction easement over and across such property as is necessary to the proper use and enjoyment of any right granted herein.

GRANTOR shall not erect, construct, or create any buildings, structures, or obstacles within the Easement Area that interfere with **GRANTEE'S** rights as described herein or install any landscaping with root systems that may damage the Facilities; however, **GRANTOR** may use the surface of the Easement Area in any manner that does not interfere with the rights granted to **GRANTEE** herein, which shall specifically include usage as and for roadways, parking areas, sidewalks, curbs, and sodding. **GRANTEE** will repair and/or replace any roadways, parking areas, sidewalks, curbs, and sodding in the Easement Area that is damaged in connection with any maintenance or repairs made by **GRANTEE** to the Facilities. **GRANTOR** reserves the right to grant rights to others affecting said Easement Area provided that such rights do not create an unsafe condition or conflict with the rights granted to **GRANTEE** herein. Failure to exercise the rights herein granted to **GRANTEE** shall not constitute a waiver or abandonment.

GRANTOR warrants and covenants that **GRANTOR** is lawfully seized and in possession of the real property underlying the Easement Area, as specifically described and depicted in Exhibit "A" attached hereto, and has the right to convey this Easement, and that **GRANTEE**, its successors, successors-in-title and assignees shall have quiet and peaceful possession, use, and enjoyment of this Easement. The rights, privileges, and burden of the Easement granted herein shall be a covenant running with the land and the rights and duties shall descend to the parties' successors and assigns. **GRANTEE** shall include **GRANTEE'S** agents, contractors, subcontractors, licensees, franchisees, employees, and other parties associated with Grantee in furtherance of the purposes herein set forth.

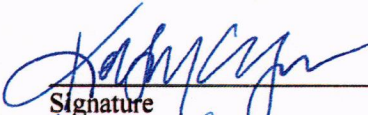
IN WITNESS WHEREOF, this Easement has been executed by **GRANTOR** on the day and year first above written.

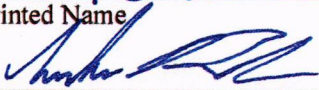
WITNESSES:

GRANTOR:

PLAZA STREET FUND 163, LLC, a Kansas limited liability company,

By: PLAZA STREET PARTNERS, LLC, a Kansas limited liability company, its Manager


Signature
Kelsey Carson
Printed Name


Signature
London Brack
Printed Name

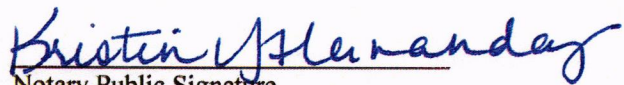
By: B. A. Elliott

Print: Bret A. Elliott

Title: President

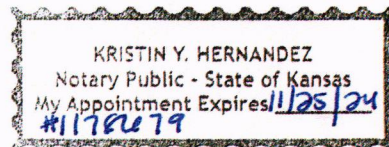
STATE OF Kansas
COUNTY OF Johnson

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 13 day of December, 2022, by Bret A. Elliott, as President of Plaza Street Partners, LLC, a Kansas limited liability company, as Manager of Plaza Street Fund 163, LLC, a Kansas limited liability company, who is ☒ personally known to me or ☐ who produced the following identification:


Notary Public Signature
Kristin Y. Hernandez
Notary Public Name

My Commission Number: 1178679
My Expiration Date: 11/25/24

(seal)



SKETCH OF DESCRIPTION

SHEET 1 OF 2

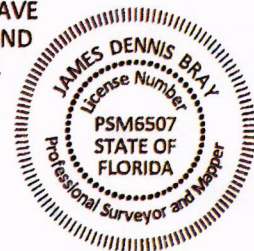
EXHIBIT "A"

LEGAL DESCRIPTION:

A PORTION OF GOVERNMENT LOT 1, SECTION 25, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SECTION 25, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; RUN THENCE S89°06'54"E, ALONG THE NORTH LINE OF SAID NORTHEAST 1/4, A DISTANCE OF 2101.12 FEET TO THE EAST RIGHT OF WAY LINE OF NEWELL HILL ROAD AS DESCRIBED IN OFFICIAL RECORDS BOOK 3158, PAGE 1594, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE S89°06'54"E, CONTINUING ALONG SAID NORTH LINE OF THE NORTHEAST 1/4, A DISTANCE OF 304.00 FEET TO THE NORTHWEST CORNER OF THE WEST 245 FEET, OF THE EAST 769 FEET, OF THE NORTH 528 FEET OF SAID GOVERNMENT LOT 1; THENCE S00°54'41"W, ALONG THE EAST LINE OF SAID WEST 245 FEET, A DISTANCE OF 65.91 FEET; THENCE N89°07'27"W, A DISTANCE OF 21.92 FEET; THENCE S05°02'42"W, A DISTANCE OF 222.29 FEET FOR A POINT OF BEGINNING; CONTINUE THENCE S05°02'42"W, A DISTANCE OF 0.31 FEET TO THE NORTH RIGHT-OF-WAY LINE OF STATE ROAD 500; THENCE N71°20'53"W, ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 23.61 FEET TO A POINT OF NON-TANGENCY ON A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 45.21 FEET, WITH A CHORD BEARING OF N13°57'18"W AND CHORD LENGTH OF 28.65 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 36°56'39", A DISTANCE OF 29.15 FEET; THENCE N04°31'01"E, A DISTANCE OF 102.69 FEET; THENCE S90°00'00"W, A DISTANCE OF 13.54 FEET; THENCE N00°00'00"W, A DISTANCE OF 15.67 FEET; THENCE N90°00'00"E, A DISTANCE OF 14.00 FEET; THENCE S00°00'00"E, A DISTANCE OF 3.29 FEET; THENCE S89°12'10"E, A DISTANCE OF 10.53 FEET; THENCE S04°31'01"W, A DISTANCE OF 115.75 FEET TO THE POINT OF A CURVATURE OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 35.21 FEET, WITH A CHORD BEARING OF S29°26'44"E AND CHORD LENGTH OF 39.34 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 67°55'30", A DISTANCE OF 41.74 FEET TO THE POINT OF BEGINNING.

CONTAINS 1,711 SQUARE FEET OR 0.039 ACRES MORE OR LESS



JOB # 905301
CF # LAK-25-19-24 ELEC ESMNT SOD REVISED
DATE: 10/04/22
SCALE: 1" = 50'
DRAWN BY: DSK

CERTIFIED TO:
BUREAU VERITAS

LEGEND

E - CENTERLINE
CBW - CONCRETE BLOCK WALL
CLF - CHAIN LINK FENCE
CM - CONCRETE MONUMENT
CONC - CONCRETE
COVD - COVERED
CW - CONCRETE WALKWAY
A - CENTRAL ANGLE
(D) - DESCRIBED
DB - DEED BOOK
DE - DRAINAGE EASEMENT
DW - DRIVEWAY
EP - EDGE OF PAVEMENT
ESMT - EASEMENT
FH - FIRE HYDRANT
FFE - FINISHED FLOOR ELEVATION
FND - FOUND
INST - INSTRUMENT NUMBER
IP - IRON PIPE
IR - IRON ROD
L - ARC LENGTH
(M) - MEASURED
MS - METAL SHED
N&D - NAIL AND DISK
ORB - OFFICIAL RECORDS BOOK
OW - OVERHEAD WIRE
(P) - PLAT
PB - PLAT BOOK
PG - PAGE
POB - POINT OF BEGINNING
POC - POINT OF COMMENCEMENT
R/W - RIGHT OF WAY
R - RADIUS
TR - TELEPHONE RISER
TYP - TYPICAL
UE - UTILITY EASEMENT
UP - UTILITY POLE
- NUMBER

REVISIONS

GENERAL NOTES:

1. Bearing structure is based on the monumented North Line of Section 25, Township 19 South, Range 24 East, Being: S89°06'54"E assumed.
2. This surveyor has not made a search of the public records for any dedications, limitations, restrictions or easements other than shown hereon.
3. This Sketch of Description has been made for the exclusive use of the entities prepared for hereon and does not extend to any unnamed parties.
4. This Sketch of Description is not a Survey.

5. This Sketch is "Not Valid" without the original signature and seal of this Florida licensed Surveyor and Mapper, unless provided with electronic signature with the ability to validate. (See: www.altamassurveying.com for Instructions on signature validation). The seal appearing on this document was authorized by signing Professional Surveyor and Mapper on the Date of the electronic signature.

Altamax Surveying

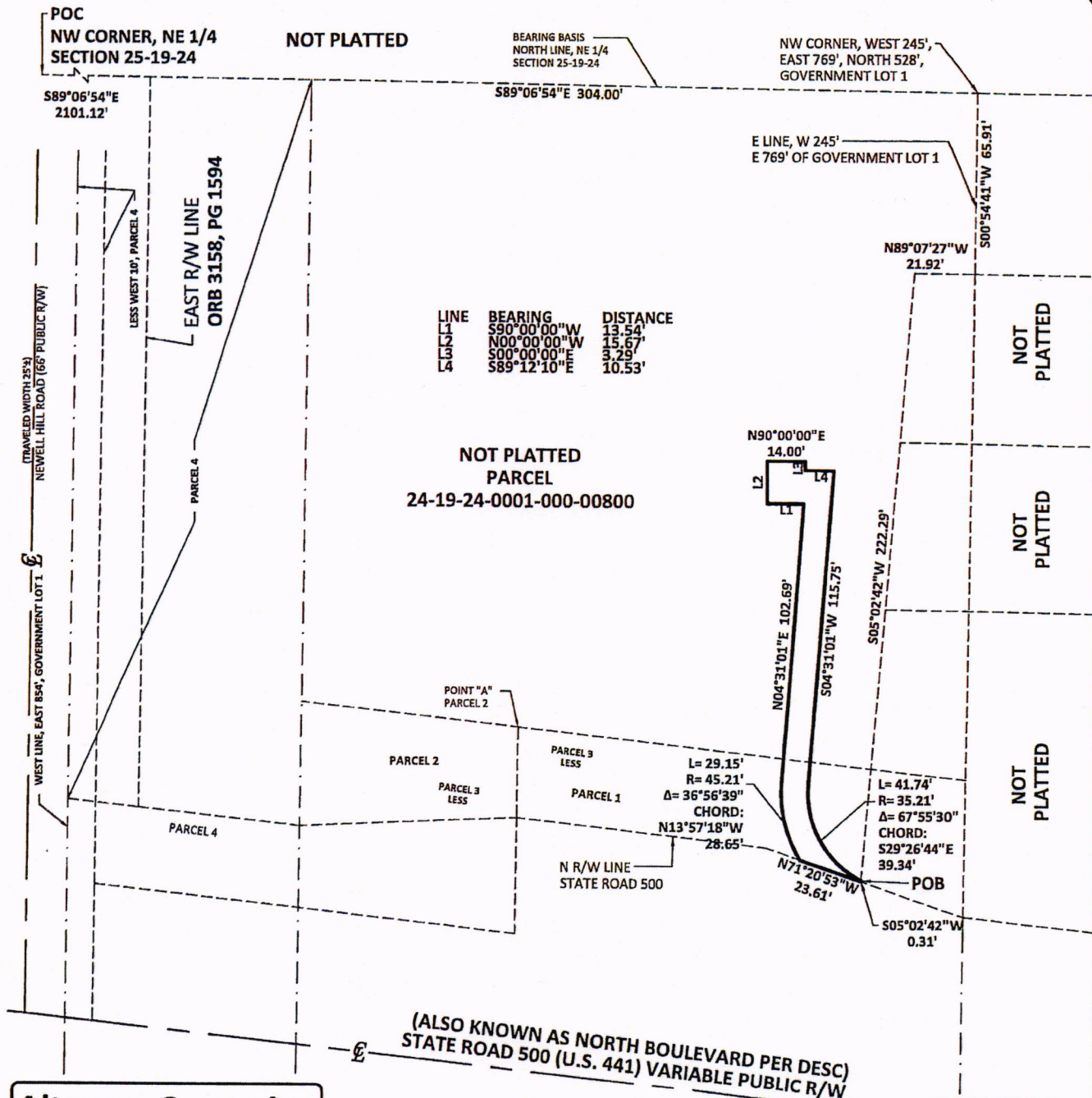
910 Belle Avenue, Suite 1100
Casselberry, FL 32708
Phone: 407-677-0200
Licensed Business No. 7833
www.altamassurveying.com

Digitally signed by
James D Bray
DN: cn=James D Bray
o=US o=Florida
Date: 2022-10-04
13:48:04:00

James D. Bray PSM 6507

SKETCH OF DESCRIPTION

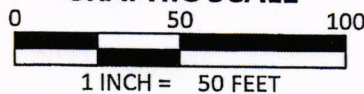
SHEET 2 OF 2



Altamax Surveying

910 Belle Avenue, Suite 1100
Casselberry, FL 32708
Phone: 407-677-0200
Licensed Business No. 7833
www.altamaxsurveying.com

GRAPHIC SCALE



JOINDER AND CONSENT TO UTILITY EASEMENT

UMB BANK, N.A., a National Banking Association, whose address is 1010 Grand Boulevard, Kansas City, Missouri, hereby certifies that it is the owner and holder of certain mortgages, liens, or other encumbrances upon the property shown and described on Exhibit "A" attached hereto, located in Leesburg, Lake County, Florida, and hereby joins and consents to the Utility Easement between **PLAZA STREET FUND 163, LLC**, a Kansas limited liability company, and the **CITY OF LEESBURG**; and agrees that its interest in the property by virtue of the Mortgage dated September 28, 2021, and recorded on October 6, 2021, in Official Records Book 5810, Page 950, Public Records of Lake County, Florida, as affected by that certain Subordination, Non-disturbance and Attornment Agreement dated September 28, 2021, and recorded on October 6, 2021, in Official Records Book 5810, Page 962, Public Records of Lake County, Florida; and by virtue of that certain Assignment of Rents dated September 28, 2021 and recorded on October 6, 2021 in Official Records Book 5810, Page 970, Public Records of Lake County, Florida, shall be subordinated to said Utility Easement.

Signed and sealed in the presence of:

UMB Bank, N.A.,
A National Banking Association,

Harry M Spradling
Printed Name: Harry M Spradling

Melissa Sargent
Printed Name: MELISSA SARGENT

By: [Signature]
Print Name: Aaron Rickley
Title: Assistant Vice President

STATE OF MO
COUNTY OF Jackson

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 27 day of December, 2022, by Aaron Rickley, as AVP of UMB Bank, N.A., a National Banking Association, who is ☒ personally known or produced driver's license as identification.

(Seal)

Beth Moore
NOTARY PUBLIC



Exhibit A

Legal Description

PARCEL NO. 1:

That part of the West 185 feet of the East 689 feet of the North 528 feet of Government Lot 1, Section 25, Township 19 South, Range 24 East, Lake County, Florida, lying within 125 feet of the center line of State Road 500, Also Known As U.S. Highway 441. (The above described Parcel of land being part of those lands reserved for purposes of highway and right of way expansion as described and recorded in Official Records Book 480, Page 918, Public Records of Lake County, Florida.)

Described as follows:

From a 2 1/2 inch brass disc labeled "City of Leesburg Survey Point", at the Northeast corner of the Northwest 1/4 of Section 25, Township 19 South, Range 24 East, Lake County, Florida, run South 01 degrees 01 minutes 27 seconds West, 44.842 meters (147.12 feet), along the East boundary of said Northwest 1/4, to a nail and disc stamped "LS 1585 LS 1819 LS 3186", said nail and disc being a point on the centerline of survey for State Road 500, as shown on the Florida Department of Transportation right of way Map, Section 11010-2504, F.P. No. 2383151; thence South 83 degrees 40 minutes 57 seconds East, 638.486 meters (2094.80 feet); along said centerline of Survey, to a point on the West boundary of the East 257.252 meters (844.00 feet) of Government Lot 1 of the aforesaid Section 25, said point also being on the Southerly extension of the East right of way line of Newell Hill Road, as described and recorded in Official Records Book 256, Page 82, Public Records of Lake County, Florida; thence North 00 degrees 54 minutes 41 seconds East, 15.308 meters (50.22 feet), along said West boundary and said Southerly extension, to a point on the Existing North right of way line of said State Road 500, said existing North right of way line being parallel with and 15.240 meters (50.00 feet) North of, when measured at right angles to, said centerline of survey for State Road 500; thence South 83 degrees 40 minutes 57 seconds East, 47.455 meters (155.89 feet), along said existing North right of way line, to a point on the West boundary of the East 210.008 meters (689.00 feet) of said Government Lot 1; thence North 00 degrees 54 minutes 41 seconds East, along said West boundary, a distance of 12.817 meters (42.05 feet) to a point on the right of way line as shown on Parcel 154, said right of way map, for the Point of Beginning; thence continue North 00 degrees 54 minutes 41 seconds East, along said West boundary, 10.145 meters (33.28 feet) to a point lying 38.100 meters (125.00 feet) North of, when measured perpendicular to said centerline of survey; thence South 83 degrees 40 minutes 57 seconds East, parallel with said centerline of survey, 50.517 meters (165.74 feet) to a point on the East boundary of the West 50.292 meters (165.00 feet) of the East 210.008 meters (689.00 feet) of said Government Lot 1; thence South 00 degrees 54 minutes 41 seconds West, along said East boundary, 15.187 meters (49.78 feet) to a point on said right of way line of Parcel 154, as shown on said right of way map; thence along said right of way line for the following courses and distances: North 71 degrees 20 minutes 53 seconds West, 23.406 meters (76.79 feet); North 83 degrees 40 minutes 57 seconds West,

parallel with said centerline of survey, 28.124 meters (92.27 feet) to the Point of Beginning.

PARCEL NO.2:

From the Northeast corner of the Northwest 1/4 of Section 25, Township 19 South, Range 24 East, Lake County, Florida, run South 01 degrees 01 minutes 27 seconds West, 147.12 feet to the centerline of State Road 500 (U.S. Highway No. 441); thence South 83 degrees 40 minutes 57 seconds East, along said centerline, 2094.80 feet to a point on the West boundary of the East 844.00 feet of Government Lot 1; thence North 00 degrees 54 minutes 41 seconds East, 79.87 feet to the North line of the right of way of State Road 500 as it exists on September 1, 2004; thence South 83 degrees 40 minutes 57 seconds East, 75.33 feet to the Point of Beginning of this description; from said Point of Beginning, run thence North 00 degrees 55 minutes 04 seconds East, 45.68 feet; thence South 83 degrees 40 minutes 57 seconds East to a point on the West line of the East 689 feet of Government Lot 1 of said Section 25, hereby designated as Point "A"; return to the Point of Beginning and run thence North 87 degrees 27 minutes 31 seconds East, 80.15 feet to the West line of the East 689.00 feet of Government Lot 1 of said Section 25; thence run Northerly, along the West line of the East 689.00 feet of said Government Lot 1, to Point "A" and the end of this description.

PARCEL NO.3:

That portion of the West 245 feet of the East 789 feet of the North 528 feet of Government Lot 1 of Section 25, Township 19 South, Range 24 East, Lake County, Florida, lying North of State Road 500 (U.S. Highway No. 441). Less the existing right of way of State Road 500 (U.S. Highway No. 441) and Less that part lying within 125 feet North of the centerline of State Road 500 (U.S. Highway No. 441), as they exists February 28, 1973, for purposes of highway and right of way expansion.

PARCEL NO.4:

The West 85 feet of the East 854 feet of the North 528 feet of Government Lot 1, Section 25, Township 19 South, Range 24 East, Lake County, Florida, lying North of North Boulevard (State Road 500, Also Known As U.S. Highway No. 441). Less the West 10 feet thereof and Less the following: From the Northeast corner of the Northwest 1/4 of said Section 25, run South 01 degrees 01 minutes 27 seconds West, 147.12 feet to the centerline of State Road 500; thence South 83 degrees 40 minutes 57 seconds East, along said centerline, 2094.80 feet to a point on the West boundary of the East 844 feet of said Government Lot 1; thence North 00 degrees 54 minutes 41 seconds East, 50.22 feet to the existing right of way of State Road 500 for the Point of Beginning; thence run South 83 degrees 40 minutes 57 seconds East, 75.33 feet; thence North 00 degrees 54 minutes 41 seconds East, 29.65 feet; thence North 83 degrees 40 minutes 57 seconds West, 75.33 feet; thence South 00 degrees 54 minutes 41 seconds West, 29.65 feet to the Point of Beginning.

Also, LESS AND EXCEPT that portion shown on that certain Warranty Deed given to the City of Leesburg, Lake County, Florida, recorded in Official Records Book 3158, Page 1594, Public Records of Lake County, Florida.

Less the following described property:

That portion of the West 245 feet of the East 769 feet of the North 528 feet of Government Lot 1, Section 25, Township 19 South, Range 24 East, Lake County, Florida lying North of the right of way of State Road No. 500 as shown on Florida Department of Transportation right of way map, Section Number 11010-2504 dated August 2002 being more particularly described as follows: Commence at the Northeast corner of the Northwest 1/4 of Section 25, Township 19 South, Range 24 East, Lake County, Florida and run thence South 89 degrees 07 minutes 03 seconds East (said bearing related to the Florida Grid System East Zone) 2101.12 feet along the North line of said Section 25 to a point on the East right of way line of Newell Hill Road as described in Official Records Book 3158, Page 1594, Public Records of Lake County, Florida. From said point, leaving said section line, run South 00 degrees 54 minutes 16 seconds West, 267.24 feet along said East right of way line to a point on the Northerly right of way line of State Road 500 (Also Known As North Boulevard and U.S. Highway 441) as shown on Florida Department of Transportation right of way Section 11010-2504 dated August 2002. From said point, run thence South 83 degrees 40 minutes 57 seconds East, 59.26 feet along said Northerly right of way line of State Road 500 to a Point of Intersection with the West line of the East 769 feet of Government Lot 1 of said Section 25; from said Point of Intersection, continuing along said Northerly right way line of State Road 500 North 87 degrees 27 minutes 31 seconds East 80.15 feet to a Point of Intersection with the West line of the East 689 feet of Government Lot 1 of said Section 25; from said Point of Intersection, continuing along said Northerly right of way line of State Road 500 South 83 degrees 40 minutes 57 seconds East 92.27 feet; thence continuing along the said Northerly right of way line of State Road 500 South 71 degrees 20 minutes 53 seconds East 38.93 feet to the Point of Beginning. From said Point of Beginning, continuing along said Northerly right of way line of State Road 500 South 71 degrees 20 minutes 53 seconds East 39.86 feet to a point on the East line of the West 245 feet of the East 769 feet of the North 528 feet of said Government Lot 1, said point hereby designated as Point "A"; Return to the Point of Beginning, leaving said Northerly right of way line of State Road 500, run thence North 05 degrees 03 minutes 06 seconds East 222.60 feet; thence South 89 degrees 07 minutes 03 seconds East 21.92 feet parallel with the said North line of Section 25 to a point on the East line of the West 245 feet of the East 769 feet of the North 528 feet of said Government Lot 1, said point lying South 00 degrees 55 minutes 04 seconds West 66.00 feet from the Northeast corner of said West 245 feet of the East 769 feet of the North 528 feet of Government Lot 1; from said point, run thence South 00 degrees 55 minutes 04 seconds West 234.17 feet along the said East line of the West 245 feet of the East 769 feet of the North 528 feet of Government Lot 1 to the aforementioned Point "A",

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.3.

Meeting Date: February 13, 2023

From: Joseph Mera, (Fire Chief)

Subject: Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to apply for, and if awarded, accept the Assistance to Firefighters Grant (AFG) from FEMA, for the purchase of public education safety equipment; and providing an effective date.

Staff Recommendation:

Staff recommends applying and accepting, if awarded, the Assistance to Firefighters Grant (AFG) from FEMA for the purchase of public education safety equipment.

Analysis:

The purpose of this grant project is to purchase public education safety equipment under the Assistance for Firefighters Grant (AFG) through FEMA. This grant is a 90/10 matching grant with the City of Leesburg's portion being 10%. The cost of the grant is not to exceed \$20,000 with the COL portion not to exceed \$2,000.

Procurement Analysis:

N/A

Options:

1. Approve the application and acceptance of the AFG Grant from FEMA for the purchase of public education safety equipment; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

The total cost of the public education safety trailer is not to exceed \$20,000. The Federal share, if awarded, is \$18,000 (90%) and the City of Leesburg match is \$2,000 (10%) which is available in the current budget. If approved, a budget adjustment will be processed to add the Federal funds to the current budget.

Account No. 001-0000-331-2200

Project No. AFG002

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO APPLY FOR,
AND IF AWARDED, ACCEPT THE ASSISTANCE TO FIREFIGHTERS
GRANT (AFG) FROM FEMA, FOR THE PURCHASE OF PUBLIC
EDUCATION SAFETY EQUIPMENT; 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 FEMA, for the application of the Assistance to Firefighters Grant (AFG).

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 on the 13th day of February 2023.

Mayor

ATTEST:

City Clerk

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.4.

Meeting Date: February 13, 2023

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 1 to Public Transportation Grant Agreement (PTGA) 444873-1-94-01, from the State of Florida Department of Transportation, to add funds for additional design and construction of the Fuel Farm at Leesburg International Airport; and providing an effective date.

Staff Recommendation:

Staff recommends approval of the FDOT PTGA Amendment 1.

Analysis:

By Resolution 10,962, dated 11/8/2021, the Commission accepted FDOT PTGA, FM 444873-1-94-01, related to the Fuel Farm Facility project. Now, staff has received Amendment 1 to FDOT PTGA, FM 444873-1-94-01, for the purpose of adding funding for additional design and construction, associated with the Commission's decision to design and construct a new fuel farm facility, as opposed to rehabilitation of the existing fuel farm.

Procurement Analysis:

N/A

Options:

1. Approve Amendment 1 to FDOT PTGA, FM 444873-1-94-01; or,
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

The additional funds will be added to the Airport Capital Projects fund.

Account No. 048-8099-542-31.30

Project No. 480003

WF No. 1383912/1

RESOLUTION NO. _____

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 (PTGA) 444873-1-94-01, FROM THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, TO ADD FUNDS FOR ADDITIONAL DESIGN AND CONSTRUCTION OF THE FUEL FARM AT 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 agreement with the Florida Department of Transportation, whose address is 719 S Woodland Blvd, MS 530, Deland, FL 32720-6834, for grant funding.

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 on the 13th day of February 2023.

Mayor

ATTEST:

City Clerk

**PUBLIC TRANSPORTATION
AMENDMENT TO THE PUBLIC TRANSPORTATION
GRANT AGREEMENT**

Financial Project Number(s): (item-segment-phase-sequence)	Fund(s):	DDR	FLAIR Category:	088719
444873-1-94-01	Work Activity Code/Function:	215	Object Code:	751000
	Federal Number/Federal Award		Org. Code:	55052000531
	Identification Number (FAIN) – Transit only:		Vendor Number:	VF596000362006
Contract Number: G2329	Federal Award Date:		Amendment No.:	1
CFDA Number: N/A	SAM/UEI Number:			
CFDA Title: N/A				
CSFA Number: 55.004				
CSFA Title: Aviation Grant Program				

THIS AMENDMENT TO THE PUBLIC TRANSPORTATION GRANT AGREEMENT ("Amendment") is made and entered into on _____, by and between the State of Florida, Department of Transportation ("Department"), and City of Leesburg, ("Agency"), collectively referred to as the "Parties."

RECITALS

WHEREAS, the Department and the Agency on 11/15/2021 (date original Agreement entered) entered into a Public Transportation Grant Agreement ("Agreement").

WHEREAS, the Parties have agreed to modify the Agreement on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants in this Amendment, the Agreement is amended as follows:

1. Amendment Description. The project is amended Add funds for additional design and construction of Fuel Farm at Leesburg International Airport.

2. Program Area. For identification purposes only, this Agreement is implemented as part of the Department program area selected below (select all programs that apply):

- ☒ **Aviation**
- ☐ **Seaports**
- ☐ **Transit**
- ☐ **Intermodal**
- ☐ **Rail Crossing Closure**
- ☐ **Match to Direct Federal Funding** (Aviation or Transit)
- (Note: Section 15 and Exhibit G do not apply to federally matched funding)
- ☐ **Other**

3. Exhibits. The following Exhibits are updated, attached, and incorporated into this Agreement:

- ☒ Exhibit A: Project Description and Responsibilities
- ☒ Exhibit B: Schedule of Financial Assistance
- ☐ *Exhibit B1: Deferred Reimbursement Financial Provisions
- ☐ *Exhibit B2: Advance Payment Financial Provisions
- ☒ *Exhibit C: Terms and Conditions of Construction
- ☒ Exhibit D: Agency Resolution
- ☐ Exhibit E: Program Specific Terms and Conditions
- ☐ Exhibit F: Contract Payment Requirements
- ☒ *Exhibit G: Financial Assistance (Single Audit Act)
- ☐ *Exhibit H: Audit Requirements for Awards of Federal Financial Assistance

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION
AMENDMENT TO THE PUBLIC TRANSPORTATION
GRANT AGREEMENT

Form 725-000-03
STRATEGIC
DEVELOPMENT
OGC 04/22

___ *Additional Exhibit(s):

4. Project Cost.

The estimated total cost of the Project is X increased/ ___ decreased by \$125,000 bringing the revised total cost of the project to \$325,000.

The Department's participation is X increased/ ___ decreased by \$100,000. The Department agrees to participate in the Project cost up to the maximum amount of \$260,000, 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: C. Jack Adkins
Title: 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 01/23

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)): Fuel Farm - The Leesburg International Airport (LEE) owns two (2) 12,000-gallon fuel tanks. One tank contains 100 Octane Low Lead (LL) fuel or Avgas and provides self-serve to the public as well as supplying fuel storage for the FBO to use for over the wing service. The second tank contains Jet A fuel, which provides storage for the FBO's use, to provide into-the-plane Jet A service. The existing fuel farm and its associated apron are located east of Taxiway B next to the ATCT. The relocation option includes a larger site, new/larger fuel tanks, additional survey, geotechnical and permitting efforts not included in the original scope of work.

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): Fuel Farms – Design and Bidding Services: As required by 215.971, F.S., this scope of work includes but is not limited to consultant and design fees, for the design plans for the relocation of the fuel farm, survey and geotechnical costs, permitting, material testing costs, mobilization and demobilization, maintenance of traffic, erosion control, demolition, pavement (access roadways, parking lots, and sidewalks), drainage, utilities, primary power and back-up power supplies, pavement marking, lighting and signage, fencing and gates, landscaping; fuel tanks, dispensers, piping, fuel spill prevention and contamination systems, decommissioning of existing fuel farms (tank removal or capping); and security system, including all materials, equipment, labor, and incidentals required to complete the fuel farm project.

"The specifics of the Project Scope for design are described in and limited by the Scope of Services provided by the airport in a request dated October 8, 2021." The Sponsor will comply with Aviation Program Assurances.

D. Deliverable(s): Final closeout 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 materials.

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.



Figure 6-8
NORTH DEVELOPMENT AREA ALTERNATIVE FIVE



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 01/23

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
444873-1-94-01	DDR	088719	2022	751000	55.004	Aviation Grant Program	\$160,000.00
444873-1-94-01	DDR	088719	2023	751000	55.004	Aviation Grant Program	\$100,000.00
444873-1-94-01	LF	088719	2023	751000	55.004	Aviation Grant Program	\$25,000.00
444873-1-94-01	LF	088719	2022	751000	55.004	Aviation Grant Program	\$40,000.00
Total Financial Assistance							\$325,000.00

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	\$260,000.00	\$65,000.00	\$0.00	\$325,000.00	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	\$260,000.00	\$65,000.00	\$0.00	\$325,000.00			

*Shifting items between these grant phases requires execution of an Amendment to the Public Transportation Grant Agreement.

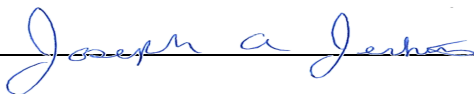
Scope Code and/or Activity Line Item (ALI) (Transit Only)	
--	--

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 A. Jerkins

Department Grant Manager Name

Signature 

1/23/2023

Date

**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS****EXHIBIT C****TERMS AND CONDITIONS OF CONSTRUCTION****1. Design and Construction Standards and Required Approvals.**

- a. The Agency understands that it is responsible for the preparation and certification of all design plans for the Project. The Agency shall hire a qualified consultant for the design phase of the Project or, if applicable, the Agency shall require their design-build contractor or construction management contractor to hire a qualified consultant for the design phase of the Project.
- b. Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Agency for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Agency shall not begin the construction phase of the Project until the Department issues a Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Agency shall request a Notice to Proceed from the Department's Project Manager, Joseph A. Jerkins (email: joseph.jerkins@dot.state.fl.us) or from an appointed designee. Any construction phase work performed prior to the execution of this required Notice to Proceed is not subject to reimbursement.
- c. The Agency will provide one (1) copy of the final design plans and specifications and final bid documents to the Department's Project Manager prior to bidding or commencing construction of the Project.
- d. The Agency shall require the Agency's contractor to post a payment and performance bond in accordance with applicable law(s).
- e. The Agency shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that the construction work will meet all applicable Agency and Department standards.
- f. Upon completion of the work authorized by this Agreement, the Agency shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineer's Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached to this Exhibit. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans or specifications, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.

2. Construction on the Department's Right of Way. If the Project involves construction on the Department's right-of-way, then the following provisions apply to any and all portions of the Project that are constructed on the Department's right-of-way:

- a. The Agency shall hire a qualified contractor using the Agency's normal bid procedures to perform the construction work for the Project. The Agency must certify that the installation of the Project is completed by a Contractor prequalified by the Department as required by Section 2 of the Standard Specifications for Road and Bridge Construction (2016), as amended, unless otherwise approved by the Department in writing or the Contractor exhibits past project experience in the last five years that are comparable in scale, composition, and overall quality to the site characterized within the scope of services of this Project.

**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

- b. Construction Engineering Inspection (CEI) services will be provided by the Agency by hiring a Department prequalified consultant firm including one individual that has completed the Advanced Maintenance of Traffic Level Training, unless otherwise approved by the Department in writing. The CEI staff shall be present on the Project at all times that the contractor is working. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall approve all CEI personnel. The CEI firm shall not be the same firm as that of the Engineer of Record for the Project. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Notwithstanding the foregoing, the Department may issue a written waiver of the CEI requirement for portions of Projects involving the construction of bus shelters, stops, or pads.
- c. The Project shall be designed and constructed in accordance with the latest edition of the Department's Standard Specifications for Road and Bridge Construction, the Department Design Standards, and the Manual of Uniform Traffic Control Devices (MUTCD). The following guidelines shall apply as deemed appropriate by the Department: the Department Structures Design Manual, AASHTO Guide Specifications for the Design of Pedestrian Bridges, AASHTO LRFD Bridge Design Specifications, Florida Design Manual, Manual for Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (the "Florida Green Book"), and the Department Traffic Engineering Manual. The Agency will be required to submit any construction plans required by the Department for review and approval prior to any work being commenced. Should any changes to the plans be required during construction of the Project, the Agency shall be required to notify the Department of the changes and receive approval from the Department prior to the changes being constructed. The Agency shall maintain the area of the Project at all times and coordinate any work needs of the Department during construction of the Project.
- d. The Agency shall notify the Department a minimum of 48 hours before beginning construction within Department right-of-way. The Agency shall notify the Department should construction be suspended for more than 5 working days. The Department contact person for construction is Joseph A. Jerkins.
- e. The Agency shall be responsible for monitoring construction operations and the maintenance of traffic (MOT) throughout the course of the Project in accordance with the latest edition of the Department Standard Specifications, section 102. The Agency is responsible for the development of a MOT plan and making any changes to that plan as necessary. The MOT plan shall be in accordance with the latest version of the Department Design Standards, Index 600 series. Any MOT plan developed by the Agency that deviates from the Department Design Standards must be signed and sealed by a professional engineer. MOT plans will require approval by the Department prior to implementation.
- f. The Agency shall be responsible for locating all existing utilities, both aerial and underground, and for ensuring that all utility locations be accurately documented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility.
- g. The Agency will be responsible for obtaining all permits that may be required by other agencies or local governmental entities.
- h. It is hereby agreed by the Parties that this Agreement creates a permissive use only and all improvements located on the Department's right-of-way resulting from this Agreement shall become the property of the Department. Neither the granting of the permission to use the Department right of way nor the placing of facilities upon the Department property shall operate to create or vest any property right to or in the Agency, except as may otherwise be provided in separate agreements. The Agency shall not acquire any right, title, interest or

**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

estate in Department right of way, of any nature or kind whatsoever, by virtue of the execution, operation, effect, or performance of this Agreement including, but not limited to, the Agency's use, occupancy or possession of Department right of way. The Parties agree that this Agreement does not, and shall not be construed to, grant credit for any future transportation concurrency requirements pursuant to Chapter 163, F.S.

- i. The Agency shall not cause any liens or encumbrances to attach to any portion of the Department's property, including but not limited to, the Department's right-of-way.
- j. The Agency shall perform all required testing associated with the design and construction of the Project. Testing results shall be made available to the Department upon request. The Department shall have the right to perform its own independent testing during the course of the Project.
- k. The Agency shall exercise the rights granted herein and shall otherwise perform this Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards and permits, as the same may be constituted and amended from time to time, including, but not limited to, those of the Department, applicable Water Management District, Florida Department of Environmental Protection, the United States Environmental Protection Agency, the United States Army Corps of Engineers, the United States Coast Guard and local governmental entities.
- l. If the Department determines a condition exists which threatens the public's safety, the Department may, at its discretion, cause construction operations to cease and immediately have any potential hazards removed from its right-of-way at the sole cost, expense, and effort of the Agency. The Agency shall bear all construction delay costs incurred by the Department.
- m. The Agency shall be responsible to maintain and restore all features that might require relocation within the Department right-of-way.
- n. The Agency will be solely responsible for clean up or restoration required to correct any environmental or health hazards that may result from construction operations.
- o. The acceptance procedure will include a final "walk-through" by Agency and Department personnel. Upon completion of construction, the Agency will be required to submit to the Department final as-built plans and an engineering certification that construction was completed in accordance to the plans. Submittal of the final as-built plans shall include one complete set of the signed and sealed plans on 11" X 17" plan sheets and an electronic copy prepared in Portable Document Format (PDF). Prior to the termination of this Agreement, the Agency shall remove its presence, including, but not limited to, all of the Agency's property, machinery, and equipment from Department right-of-way and shall restore those portions of Department right of way disturbed or otherwise altered by the Project to substantially the same condition that existed immediately prior to the commencement of the Project.
- p. If the Department determines that the Project is not completed in accordance with the provisions of this Agreement, the Department shall deliver written notification of such to the Agency. The Agency shall have thirty (30) days from the date of receipt of the Department's written notice, or such other time as the Agency and the Department mutually agree to in writing, to complete the Project and provide the Department with written notice of the same (the "Notice of Completion"). If the Agency fails to timely deliver the Notice of Completion, or if it is determined that the Project is not properly completed after receipt of the Notice of Completion, the Department, within its discretion may: 1) provide the Agency with written authorization granting such additional time as the Department deems appropriate to correct the deficiency(ies); or 2) correct the deficiency(ies) at the Agency's sole cost and expense,

**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

without Department liability to the Agency for any resulting loss or damage to property, including, but not limited to, machinery and equipment. If the Department elects to correct the deficiency(ies), the Department shall provide the Agency with an invoice for the costs incurred by the Department and the Agency shall pay the invoice within thirty (30) days of the date of the invoice.

- q. The Agency shall implement best management practices for erosion and pollution control to prevent violation of state water quality standards. The Agency shall be responsible for the correction of any erosion, shoaling, or water quality problems that result from the construction of the Project.
- r. Portable Traffic Monitoring Site (PTMS) or a Telemetry Traffic Monitoring Site (TTMS) may exist within the vicinity of your proposed work. It is the responsibility of the Agency to locate and avoid damage to these sites. If a PTMS or TTMS is encountered during construction, the Department must be contacted immediately.
- s. During construction, highest priority must be given to pedestrian safety. If permission is granted to temporarily close a sidewalk, it should be done with the express condition that an alternate route will be provided, and shall continuously maintain pedestrian features to meet Americans Disability Act (ADA) standards.
- t. Restricted hours of operation will be as follows, unless otherwise approved by the Department's District Construction Engineer or designee (insert hours and days of the week for restricted operation): N/A
- u. Lane closures on the state road system must be coordinated with the Public Information Office at least two weeks prior to the closure. The contact information for the Department's Public Information Office is:

Insert District PIO contact info:

800-780-7102

Note: (Highlighted sections indicate need to confirm information with District Office or appropriate DOT person managing the Agreement)

3. **Engineer's Certification of Compliance.** The Agency shall complete and submit and if applicable Engineer's Certification of Compliance to the Department upon completion of the construction phase of the Project.

**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS****ENGINEER'S CERTIFICATION OF COMPLIANCE**

PUBLIC TRANSPORTATION GRANT AGREEMENT
BETWEEN
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
and _____

PROJECT DESCRIPTION: _____

DEPARTMENT CONTRACT NO.: _____

FINANCIAL MANAGEMENT NO.: _____

In accordance with the Terms and Conditions of the Public Transportation Grant Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification, the Agency shall furnish the Department a set of "as-built" plans for construction on the Department's Right of Way certified by the Engineer of Record/CEI.

By: _____, P.E.

SEAL:

Name: _____

Date: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

Form 725-000-02
STRATEGIC
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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 01/23

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:** \$260,000

*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: 5.C.5.

Meeting Date: February 13, 2023

From: James Williams, (Finance Director)

Subject: Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to create authorized signatories as required by Seaside Bank to honor all checks, drafts and other orders for payment of money drawn in the name of the City of Leesburg; and providing an effective date.

Staff Recommendation:

Approve the resolution to open a bank account at Seaside Bank & Trust.

Analysis:

Seaside bank has an investment account that will be very useful to the City of Leesburg. Interest will be paid at a rate equal to the lower bound of the Fed Funds rate and credited monthly. The rate now is 4.50%. Deposits can be made at any time without limitation. Funds can be withdrawn up to 6 times monthly, providing a great deal of flexibility.

Procurement Analysis:

N/A

Options:

1. Approve amending the Resolution; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

Revenue for interest earnings will increase.

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO CREATE AUTHORIZED SIGNATORIES AS REQUIRED BY SEASIDE BANK TO HONOR ALL CHECKS, DRAFTS AND OTHER ORDERS FOR PAYMENT OF MONEY DRAWN IN THE NAME OF THE CITY OF LEESBURG; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, Seaside Bank and Trust, a division of United Community Bank, 115 E. Burleigh Blvd., Tavares, Florida has qualified as a City depository pursuant to the provisions of Chapter 280, Florida Statutes; and,

WHEREAS, the City Commission, in and for the City of Leesburg, desires to authorize signatories as required by Seaside Bank and Trust to honor all checks, drafts and other orders for payment of money drawn in the name of the City of Leesburg on its demand deposits, time deposits and savings accounts at Seaside Bank and Trust.

WHEREAS, Seaside Bank and Trust has requested that the City Commission provide a sample of the signatures of the City Manager, Finance Director, and Financial Reporting Manager of the City of Leesburg, Florida to facilitate the above referenced transactions.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION, IN AND FOR THE CITY OF LEESBURG, FLORIDA AS FOLLOWS:

1. The City of Leesburg hereby authorizes the signatories above to sign checks, drafts or other orders for payment of money drawn in the name of the City of Leesburg effective February 13, 2023.
2. That, Seaside Bank and Trust is being provided a sample of the signatories of the aforementioned authorized persons.
3. This resolution shall take effect immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 13th day of February 2023.

Mayor

ATTEST:

City Clerk

RESOLUTION FOR MUNICIPAL, COUNTY, STATE, OR OTHER GOVERNMENTAL ENTITY AND CERTIFICATION OF RESOLUTION
(FOR DEPOSIT ACCOUNTS)

DEPOSITOR: City of Leesburg Florida

ACCOUNT NUMBER: _____

I, the undersigned Official of the Municipal, County, State or other Governmental Entity named above as Depositor (the "Entity"), HEREBY CERTIFY that:

- (1) I am the duly elected or appointed City Clerk of the Entity and am authorized to make this Certificate.
- (2) The Entity is organized, exists and is duly authorized to transact business under the laws of the state in which it is located.
- (3) The complete and correct name of the Account Holder is City of Leesburg Florida
- (4) That at a meeting of the governing body of the Entity, duly and regularly called and held on _____, the following resolutions were adopted:

RESOLVED, that United Community Bank (the "Financial Institution") at any one or more of its offices or branches, be and it hereby is, designated as a depository for the funds of this Entity, which funds may be withdrawn by checks, drafts, advices of debit, notes or other orders for the payment of monies ("Instrument" or "Instruments") bearing the appropriate number of signatures of any one (1) of the following named officers or employees of this Entity ("Agents"), whose actual signatures and offices or positions are shown below:

NAME (Typed) & TITLE

SIGNATURE

Al Minner City Manager
James Williams Finance Director

X
X

and that the Financial Institution shall be and is authorized to honor and pay the instruments upon presentment, even if an instrument is payable to bearer or to the individual order of any Agent or Agents signing the instruments.

FURTHER RESOLVED, that the Financial Institution is hereby directed to accept and pay without further inquiry any instrument drawn against any of the Entity's accounts with the Financial Institution bearing the signature or signatures of Agents, as authorized above or otherwise, including, without limitation, instruments drawn or endorsed to the order of any Agent signing the instrument, or tendered by such Agent for cashing, or in payment of the individual obligation of such Agent, or for deposit in the Agent's personal account.

FURTHER RESOLVED, that the Financial Institution shall not be under any obligation to inquire as to the circumstances of the issue or use of any instrument signed in accordance with the resolutions contained herein, or the application or disposition of such instrument or the proceeds thereof.

FURTHER RESOLVED, that any of such Agents is authorized to endorse all instruments payable to or owned by this Entity for deposit with the Financial Institution, or for collection or discount by the Financial Institution; and to accept drafts and other items payable at the Financial Institution.

FURTHER RESOLVED, that the above named Agents are authorized and empowered to execute such other agreements, including but not limited to, special depository agreements and arrangements regarding the manner, conditions, or purposes for which funds, checks, or items of the Entity may be deposited, collected, or withdrawn and to perform such other acts as they deem reasonably necessary to carry out the provisions of these Resolutions, provided such other agreements and other acts are not contrary to the provisions contained in these Resolutions.

FURTHER RESOLVED, that the authority hereby conferred upon the above named Agents shall be and remain in full force and effect until written notice of any amendment or revocation thereof shall have been delivered to and received by the Financial Institution at each location where an account is maintained. Any such notice shall not affect any instruments in process at the time notice is given. Financial Institution shall be indemnified and held harmless from any loss suffered or any liability incurred by it in continuing to act in accordance with these Resolutions.

I FURTHER CERTIFY that the persons named above occupy the offices or positions set forth opposite their respective names and signatures; that the foregoing Resolutions now stand of record on the books of the Entity; that they are in full force and effect and have not been modified in any manner whatsoever.

IN TESTIMONY WHEREOF, I have hereunto set my hand on _____ and attest that the signatures set opposite the names listed above are their genuine signatures.

CERTIFIED TO AND ATTESTED BY: X

(Secretary or other authorized Official) City Clerk

SEAL

X
(Authorized Official)

If the Official signing this certification is designated by the foregoing resolutions as one of the authorized signing agents, this certificate should also be signed by a second official of the Entity.

RESOLUTION FOR MUNICIPAL, COUNTY, STATE, OR OTHER GOVERNMENTAL ENTITY AND CERTIFICATION OF RESOLUTION
(FOR DEPOSIT ACCOUNTS)

DEPOSITOR:

ACCOUNT NUMBER:

I, the undersigned Official of the Municipal, County, State or other Governmental Entity named above as Depositor (the "Entity"), HEREBY CERTIFY that:

- (1) I am the duly elected or appointed _____ of the Entity and am authorized to make this Certificate.
- (2) The Entity is organized, exists and is duly authorized to transact business under the laws of the state in which it is located.
- (3) The complete and correct name of the Account Holder is _____.
- (4) That at a meeting of the governing body of the Entity, duly and regularly called and held on _____, the following resolutions were adopted:

RESOLVED, that United Community Bank (the "Financial Institution") at any one or more of its offices or branches, be and it hereby is, designated as a depository for the funds of this Entity, which funds may be withdrawn by checks, drafts, advices of debit, notes or other orders for the payment of monies ("Instrument" or "Instruments") bearing the appropriate number of signatures of any one (1) of the following named officers or employees of this Entity ("Agents"), whose actual signatures and offices or positions are shown below:

NAME (Typed) & TITLE

SIGNATURE

and that the Financial Institution shall be and is authorized to honor and pay the Instruments upon presentment, even if an Instrument is payable to bearer or to the individual order of any Agent or Agents signing the Instruments.

FURTHER RESOLVED, that the Financial Institution is hereby directed to accept and pay without further inquiry any Instrument drawn against any of the Entity's accounts with the Financial Institution bearing the signature or signatures of Agents, as authorized above or otherwise, including, without limitation, Instruments drawn or endorsed to the order of any Agent signing the instrument, or tendered by such Agent for cashing, or in payment of the individual obligation of such Agent, or for deposit in the Agent's personal account.

FURTHER RESOLVED, that the Financial Institution shall not be under any obligation to inquire as to the circumstances of the issue or use of any Instrument signed in accordance with the resolutions contained herein, or the application or disposition of such Instrument or the proceeds thereof.

FURTHER RESOLVED, that any of such Agents is authorized to endorse all Instruments payable to or owned by this Entity for deposit with the Financial Institution, or for collection or discount by the Financial Institution; and to accept drafts and other items payable at the Financial Institution.

FURTHER RESOLVED, that the above named Agents are authorized and empowered to execute such other agreements, including but not limited to, special depository agreements and arrangements regarding the manner, conditions, or purposes for which funds, checks, or items of the Entity may be deposited, collected, or withdrawn and to perform such other acts as they deem reasonably necessary to carry out the provisions of these Resolutions, provided such other agreements and other acts are not contrary to the provisions contained in these Resolutions.

FURTHER RESOLVED, that the authority hereby conferred upon the above named Agents shall be and remain in full force and effect until written notice of any amendment or revocation thereof shall have been delivered to and received by the Financial Institution at each location where an account is maintained. Any such notice shall not affect any Instruments in process at the time notice is given. Financial Institution shall be indemnified and held harmless from any loss suffered or any liability incurred by it in continuing to act in accordance with these Resolutions.

I FURTHER CERTIFY that the persons named above occupy the offices or positions set forth opposite their respective names and signatures; that the foregoing Resolutions now stand of record on the books of the Entity; that they are in full force and effect and have not been modified in any manner whatsoever.

IN TESTIMONY WHEREOF, I have hereunto set my hand on _____ and attest that the signatures set opposite the names listed above are their genuine signatures.

CERTIFIED TO AND ATTESTED BY: _____
(Secretary or other authorized Official)

SEAL

(Authorized Official)

If the Official signing this certification is designated by the foregoing resolutions as one of the authorized signing agents, this certificate should also be signed by a second official of the Entity.

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.6.

Meeting Date: February 13, 2023

From: Corey Goepfert, (Gas Deputy Director)

Subject: Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Gas Service Agreement between the City of Leesburg and Macallan at Windy Oaks, LLC, for the purpose of setting forth the terms under which the city will provide natural gas service to the development known as Windy Oaks; and providing an effective date.

Staff Recommendation:

Staff recommends approval of a Gas Service Agreement with Windy Oaks, LLC.

Analysis:

Windy Oaks, LLC. is developing a subdivision located west of S Quarters Rd and north of CR 48 in Leesburg known as Windy Oaks Subdivision. Section 22-7 of the Code of Ordinance requires the owner to utilize natural gas for eighty percent of the one hundred twenty one units within the development. The estimated cost for the infrastructure, which will be fully funded by the developer, is \$364,436.40.

Procurement Analysis:

N/A

Options:

1. Approve the Gas Service Agreement with Windy Oaks, LLC.; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

The developer will place construction funds totaling \$364,436.40 in an escrow account sufficient to fully fund the project. A budget adjustment will be processed to add these funds to the current budget.

Account No. 042-0000-223-3100
WF No. WF1468414, WF1468421

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A
GAS SERVICE AGREEMENT BETWEEN THE CITY OF LEESBURG AND
MACALLAN AT WINDY OAKS, LLC, FOR THE PURPOSE OF SETTING
FORTH THE TERMS UNDER WHICH THE CITY WILL PROVIDE NATURAL
GAS SERVICE TO THE DEVELOPMENT KNOWN AS WINDY OAKS; 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 and directed to execute a Gas Service Agreement between the City of Leesburg and Macallan at Windy Oaks, LLC, for the purpose of setting forth the terms under which the City will provide natural gas service to the development known as Windy Oaks.

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 on the 13th day of February 2023.

Mayor

ATTEST:

City Clerk

GAS SERVICE AGREEMENT

THIS AGREEMENT is made and entered into this 26th day of January, 2023 by and between the City of Leesburg, Florida, a municipal corporation organized under the laws of the State of Florida, located at 501 W. Meadow Street, Leesburg, Florida, 34748, (hereinafter referred to as "City"), and Macallan at Windy Oaks, LLC located at 550 Biltmore Way, Suite 1110, Coral Gables, Florida, 33134 (hereinafter jointly referred to as "Owner"), sometimes collectively referred to as "Party" or "Parties".

WITNESSETH:

WHEREAS, Owner is the current owner of the following real property located in Leesburg, Lake County, Florida (the "Property"):

See Exhibit "A" attached hereto

Parcel Identification Number(s): 22-20-24-0002-000-00900, 21-20-24-0001-000-00100,
15-20-24-0003-000-08100

WHEREAS, development of the Property has been authorized in accordance with the master plan on file with the City for "Windy Oaks" (the "Development"); and

WHEREAS, Section 22-7 of the Code of Ordinances of the City of Leesburg, Florida, requires that Owner utilize natural gas in connection with development of the Property; and

WHEREAS, the City has agreed to provide natural gas service to the Property under the terms and conditions set forth below.

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, City and Owner do agree as follows:

1. The City shall, subject to the provisions of this Agreement, supply natural gas service which shall include main, service and meter installations, to the Property. Owner shall be responsible for installing and connecting all natural gas appliances to the outlet of City gas meters. A map of the

Development is attached hereto as Exhibit "B" and by reference is made a part hereof. City shall provide such natural gas service from the supply line, including the gas meter.

2. Owner shall ensure that not less than eighty percent (80%) of the planned one hundred twenty-one (121) units within the Development are equipped with:

- A. A natural gas water heater; and
- B. A natural gas furnace or Hydro-heat.

3. The Parties understand that the City is relying upon the assurances from Owner as the primary consideration for the execution of this Agreement.

4. The Owner is obligated to pay the full cost of the infrastructure required to serve the Property and the cost of the services, meters, appurtenances and installation, which will be performed by the City. The Owner's estimated costs of the infrastructure to be funded by Owner as set forth below, is three hundred sixty-four thousand four hundred thirty-six dollars and forty cents (\$364,436.40). Fifteen (15) days prior to construction, Owner shall place in escrow with the City, funds equal to that estimate to be used to pay for the construction as it proceeds. Notwithstanding inclusion of this estimate herein, Owner shall be obligated to pay the full cost of the infrastructure required to serve the Development and Property.

5. The City will contract for, or at its option, have done by in house personnel, the actual installation of the infrastructure. The City will follow all legal requirements for bidding and award of the contract. If at any time the City reasonably anticipates that the cost of construction will exceed the original estimate, it shall notify Owner in writing as soon as practicable. In turn, Owner shall within 15 days of such notice, place into the escrow account an amount sufficient to cover the increased costs of the construction. If Owner fails to place the additional funds into the escrow account, the City at its option may halt construction of the infrastructure until Owner deposits the additional funds, together with any other costs incurred as a result of the cessation of construction, into the escrow account.

6. The City shall both own and maintain the natural gas system on the Property up to and including the natural gas meter. The natural gas system from the outlet of the gas meter to the appliance

utilizing the natural gas shall be maintained by the Owner and Owner's heirs, successors, or assigns. Notwithstanding anything to the contrary contained herein, to the extent the natural gas system owned and maintained by the City or any part thereof is damaged as a result of the acts, conduct, or failure to act of Owner and/or Owner's agents, employees, representatives, members, managers, shareholders, officers, directors, tenants, contractors, laborers, or material suppliers, or in the event of any deviation from standard service to any existing or proposed natural gas infrastructure occurs, then Owner shall be responsible for paying for all costs, charges, and expenses whatsoever associated with any repairs, reconstruction, and replacements to the natural gas system, including but not limited to, all costs of gas loss resulting from the damage.

7. The Owner shall grant to the City all easements needed to install, operate, maintain, repair, and replace the natural gas pipelines on the Property, including minimum five foot (5') side lot easements, and shall dedicate or otherwise convey those easements to the perpetual use of the City and its successors in interest for the purpose of laying, installing, operating, maintaining, repairing and replacing the natural gas pipelines. In addition, the Owner shall provide a location and easement, agreed to by the City for the purpose of installation, maintenance, repair, and replacement of any necessary regulator stations and all associated equipment on the Property.

8. The Owner shall locate natural gas service meters on the side of each building in a manner to allow for two buildings to be serviced by one service line wherever possible. The City may require that these services be located on the same side of the building as the electric or water service.

9. The City shall bear responsibility for installing all gas piping and other gas infrastructure, up to and including the meters, necessary to supply the natural gas service reflected in this Agreement. Owner and City will share trench space, which will be dug by the Owner's water and or electric utility contractor at no charge to the City. Each unit within the Development will be individually metered.

10. The City shall provide, when requested, individual residential unit hookups to the natural gas system within the Development. The City shall ensure that such service is provided at the same rates

and on the same terms as those provided to other natural gas customers of the City within a comparable service area. The Parties understand that any and all hookup fees, meter charges and impact fees shall be paid by the residential customers at the time service is hooked up to the home.

11. Owner agrees to pay any and all costs that City incurs in the collection of any unpaid reimbursement fees from Owner, including reasonable attorney's fees and court costs and any attorney fees and costs for appellate proceedings, efforts to collect any judgment entered in favor of the City, and in any proceedings in receivership, bankruptcy or insolvency.

12. If the developer fails to pay the funds required under this Agreement or otherwise defaults under the terms of this agreement, the City is not obligated to install the natural gas infrastructure in the development, may discontinue installation and may terminate this Agreement. In addition, the City may suspend issuance of any and all permits for construction on the Property or within the Development until such time as Owner has paid the amount due and the natural gas service Agreement has been reinstated.

13. The Parties agree that 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. The parties agree that in the event of any litigation arising out of or otherwise related to this Agreement, venue shall lie only in a state court of competent jurisdiction in Lake County, Florida.

14. The Parties understand and agree that this Agreement sets forth the entire understanding between the parties and supersedes and takes precedence over any and all prior negotiations, representations and agreements, oral or written, all of which are deemed to have merged into this Agreement and to have been extinguished thereby, except to the extent they are specifically set forth herein. Each party warrants, for the benefit and reliance of the other, that it has not entered into this Agreement in reliance on or on the basis of any promise, undertaking, representation or agreement of the other party, except as specifically set forth within the four corners of this instrument, and the parties mutually waive and disclaim any and all rights, remedies and causes of action which may otherwise exist, based wholly or partly on any such

promise, undertaking, representation or agreement of the other party, except as specifically set forth within the four corners of this instrument.

15. This Agreement may be assigned to any successor of the Owner, but only with prior, written consent from the City. However, this Agreement may not be partially assigned, or assigned separately from title to all remaining lots not yet transferred to third parties intending to use the lot for personal residential purposes.

16. The Parties understand and agree that this Agreement may not be amended orally, by implication, by course of conduct, or in any manner other than by way of a written instrument approved by the Leesburg City Commission and duly executed by both parties hereto.

17. This Agreement is binding on and shall inure to the benefit of the parties hereto and their respective heirs, successors, and assigns.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date herein above written.

CITY OF LEESBURG

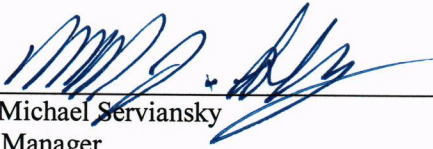
BY: _____
Mayor

ATTEST:

City Clerk

Approved as to form and content:

City Attorney

BY: 
Michael Serviansky
Manager
Macallan at Windy Oaks, LLC

INSTRUMENT#: 2022137183 OR BK 6039 PG 1242 PAGES: 5 10/18/2022 8:59:37 AM
GARY J. COONEY, CLERK OF THE CIRCUIT COURT & COMPTROLLER, LAKE COUNTY, FLORIDA
REC FEES: \$44.00 DEED DOC:\$14000.00

Prepared by:
James A Myers, Esq.
Bowen & Schroth, P.A.
600 Jennings Avenue
Eustis, FL 32726
File No.: PRE-21-77

Return to:
Adam R. Seligman
Ward Damon, P.L.
4420 Beacon Circle
West Palm Beach, FL 33407

Parcel Identification Numbers: 22-20-24-0002-000-00900, 21-20-24-0001-000-00100, 15-20-24-0003-000-08100

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made this 4th day of October, 2022,

BY Windy Oaks, LLC, a Florida limited liability company, whose address is P.O. Box 86, Okahumpka, FL 34762 ("**Grantor**"),

TO Macallan at Windy Oaks LLC, a Florida limited liability company, whose address is 550 Biltmore Way, Ste. 1110, Coral Gables, FL 33134 ("**Grantee**").

[The terms "Grantor" and "Grantee" as used herein shall include all the parties to this instrument and their respective and collective heirs, legal representatives and assigns (if individuals), and successors and assigns (if corporations or business entities)]

WITNESSETH, that Grantor, for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00 USD) and other good and valuable consideration, the receipt of which is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, and conveys unto Grantee all that certain land situate in Lake County, Florida more particularly described as follows:

See Exhibit "A" attached hereto.

Subject to real property taxes for 2023 and subsequent years and further subject to easements, restrictions, reservations, and mortgages of record, if any; provided, however, that this reference shall not serve to reimpose any void or lapsed easements, restrictions, reservations, or mortgages.

TO HAVE AND TO HOLD the same, together with all appurtenances, privileges, rights, interests, dower, reversions, remainders and easements thereto belonging or in anywise appertaining, in fee simple forever.

Grantor hereby covenants with Grantee that Grantor (i) has good and lawful authority to sell and convey the land described herein, (ii) hereby warrants that, as of the day and time of delivery of this instrument, the land described herein is free from all encumbrances made by Grantor, and (iii) will defend the title to the land described herein against the lawful claims of all persons claiming by, through or under Grantor, but against none other.

IN WITNESS WHEREOF, Grantor has hereunto set Grantor's hand and seal as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

Christie Mihm

Signature - Witness #1

Christie Mihm

Print Name

Signature - Witness #2

James A. Myers

Print Name

Windy Oaks, LLC, a Florida limited
liability company

By: William M. Merritt

William M. Merritt, Manager

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online
notarization this 30th day of October, 2022 by William M. Merritt, as Manager of Windy Oaks, LLC,
a Florida limited liability company, on behalf of said company.

Signature of Notary Public James A. Myers

Print, Type/Stamp Name of Notary

Personally known: ☒ OR Produced Identification: ☐

Type of Identification Produced: _____

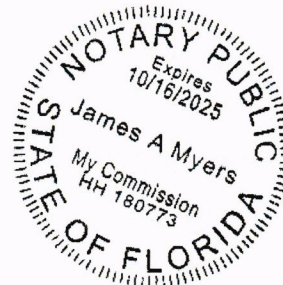


Exhibit "A"
Property Description

Property 1:

COMMENCE AT THE INTERSECTION OF THE WEST LINE OF SECTION 22, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, AND THE NORTHERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 48; THENCE, ALONG SAID WEST LINE, RUN NORTH 00°55'53" EAST A DISTANCE OF 446.63 FEET TO THE SOUTHWEST CORNER OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 22, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 21, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, AND THE POINT OF BEGINNING; THENCE, ALONG THE SOUTH LINE OF SAID NORTH 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 21, RUN NORTH 89°02'51" WEST A DISTANCE OF 611.65 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE ABANDONED ATLANTIC COAST LINE RAILROAD; THENCE, ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE, RUN NORTH 45°41'15" EAST A DISTANCE OF 868.69 FEET TO THE INTERSECTION OF SAID SOUTHEASTERLY RIGHT-OF-WAY LINE AND SAID WEST LINE OF SAID SECTION 22; THENCE, ALONG SAID WEST LINE, RUN SOUTH 00°55'13" WEST A DISTANCE OF 2.01 FEET TO THE NORTHWESTERLY CORNER OF A PARCEL OF LAND AS DESCRIBED IN THE SPECIAL WARRANTY DEED, AS RECORDED IN OFFICIAL RECORDS BOOK 5084, PAGE 2341 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, SAID POINT ALSO BEING 47.70 FEET SOUTH OF THE NORTHWEST CORNER OF SAID SECTION 22; THENCE, ALONG THE NORTHWESTERLY BOUNDARY LINE OF SAID PARCEL OF LAND, RUN NORTH 48°35'10" EAST A DISTANCE OF 70.83 FEET TO A POINT ON THE NORTH LINE OF SAID SECTION 22, SAID LINE ALSO BEING THE SOUTH LINE OF SECTION 15, RANGE 24 EAST, LAKE COUNTY, FLORIDA; THENCE RUN NORTH 45°41'15" EAST A DISTANCE OF 931.99 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 15; THENCE, ALONG SAID NORTH LINE, RUN SOUTH 89°06'52" EAST A DISTANCE OF 588.78 FEET TO THE INTERSECTION OF SAID NORTH LINE AND THE WESTERLY RIGHT-OF-WAY LINE OF SOUTH QUARTERS ROAD; THENCE, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, RUN SOUTH 00°56'21" WEST A DISTANCE OF 661.49 FEET TO THE INTERSECTION OF SAID WESTERLY RIGHT-OF-WAY LINE AND THE NORTH LINE OF SAID SECTION 22; THENCE, CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE, RUN SOUTH 01°00'04" WEST A DISTANCE OF 546.83 FEET TO THE INTERSECTION OF SAID WESTERLY RIGHT-OF-WAY LINE AND SAID NORTHERLY RIGHT-OF-WAY LINE OF SAID COUNTY ROAD NO. 48; THENCE, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, RUN SOUTH 67°26'42" WEST A DISTANCE OF 291.88 FEET TO THE INTERSECTION OF SAID NORTHERLY RIGHT-OF-WAY LINE AND THE SOUTH LINE OF SAID NORTH 1/2 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID

SECTION 22; THENCE, ALONG SAID SOUTH LINE, RUN NORTH 89°05'36" WEST A DISTANCE OF 1028.87 FEET TO THE POINT OF BEGINNING.

SAID TO CONTAIN 1,638,019 SQUARE FEET (37.604 ACRES), MORE OR LESS.

(LEGAL PER SURVEY PROVIDED BY AMERICAN SURVEYING & MAPPING DATED 10/12/2021)

AKA

PARCEL NO. 1:

THAT PART OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 15 LYING EAST OF THE ABANDONED RIGHT OF WAY OF THE SEABOARD COAST LINE RAILROAD, LESS THE EAST 25 FEET THEREOF; THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 15, , LESS THE WEST 25 FEET THEREOF AND LESS THE FOLLOWING DESCRIBED PARCEL: BEGIN AT A POINT ON THE WESTERLY LINE OF THE RIGHT OF WAY OF STATE ROAD NO. 48, A DISTANCE OF 130 FEET WEST OF THE SOUTHEAST CORNER OF SAID SOUTHWEST 1/4, RUN THENCE SOUTH 89 DEGREES 51'30" WEST ALONG THE SOUTH LINE OF SAID SOUTHWEST 1/4 A DISTANCE OF 150 FEET; THENCE NORTH 0 DEGREES 10'50" EAST 200 FEET; THENCE EAST TO THE WESTERLY LINE OF THE RIGHT OF WAY OF STATE ROAD NO. 48; THENCE SOUTHERLY ALONG THE WESTERLY LINE OF SAID RIGHT OF WAY TO THE POINT OF BEGINNING; THAT PART OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 21 LYING EAST OF THE ABANDONED RIGHT OF WAY OF THE SEABOARD COAST LINE RAILROAD; THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 22 , LESS THE EAST 25 FEET THEREOF AND LESS THE ABANDONED RIGHT OF WAY OF THE SEABOARD COAST LINE RAILROAD; AND THAT PART OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 22, LYING NORTH OF THE NORTHERLY LINE OF THE RIGHT OF WAY OF STATE ROAD NO. 48, LESS THE WEST 25 FEET THEREOF; ALL IN TOWNSHIP 20 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA.

PARCEL NO. 2:

THAT PART OF THE NORTHWEST 1/4 OF SECTION 22, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: FROM THE SOUTHWEST CORNER OF SECTION 15, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, RUN THENCE SOUTH 00 DEGREES 04'33" WEST ALONG THE WEST LINE OF SAID SECTION 22 A DISTANCE OF 95.51 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT OF WAY LINE OF THE ATLANTIC COAST LINE RAILROAD, SAID POINT BEING 60.00 FEET FROM, WHEN MEASURED AT RIGHT ANGLES TO, THE CENTERLINE OF SAID RAILROAD, SAID POINT ALSO BEING THE POINT OF BEGINNING OF THIS DESCRIPTION, FROM SAID POINT OF BEGINNING

RUN NORTH 44 DEGREES 49'21" EAST ALONG SAID RIGHT OF WAY LINE, PARALLEL WITH AND 60.00 FEET FROM, WHEN MEASURED AT RIGHT ANGLES TO, THE CENTERLINE OF SAID RAILROAD, A DISTANCE OF 134.58 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 15; THENCE RUN NORTH 89 DEGREES 58'03" WEST ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 15, A DISTANCE OF 42.27 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT OF WAY LINE OF SAID RAILROAD, SAID POINT BEING 30.00 FEET FROM, WHEN MEASURED AT RIGHT ANGLES TO, THE CENTER LINE OF SAID RAILROAD, SAID POINT ALSO BEING SOUTH 89 DEGREES 58'03" EAST, MEASURED ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 15, A DISTANCE OF 52.47 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 15; FROM SAID POINT RUN THENCE SOUTH 44 DEGREES 49'21" WEST, 30.00 FEET FROM, WHEN MEASURED AT RIGHT ANGLES TO, THE CENTERLINE OF SAID RAILROAD TO A POINT ON THE WEST LINE OF NORTHWEST 1/4 OF SAID SECTION 22, SAID POINT BEING 47.755 FEET SOUTH 00 DEGREES 04'33" WEST OF THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 22; THENCE RUN SOUTH 00 DEGREES 04'33" WEST ALONG THE WEST LINE OF THE SAID NORTHWEST 1/4, A DISTANCE OF 47.755 FEET TO THE POINT OF BEGINNING.

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.A.1.

Meeting Date: February 13, 2023

From: Al Minner, (City Manager)

Subject: An Ordinance of the City of Leesburg, Florida Amending Chapter 28 of the City Code of Ordinances regarding Stormwater Management; providing for inclusion in the Code of Ordinances; providing for severability; providing for conflicts; and providing for an effective date.

Staff Recommendation:

Approve the Ordinance to amend Chapter 28 of the City Code of Ordinances regarding Stormwater Management.

Analysis:

The City of Leesburg found that the current Stormwater Management codes and regulations lacked pertinent regulations and standards. The City desires to adopt codes and regulations that are clear and understandable to promote the public health, safety, convenience and welfare of its citizens. Therefore, the City has proposed these changes to Chapter 28, and has determined that it is appropriate and in accordance with protecting the health, safety and welfare of the community.

Procurement Analysis:

N/A

Options:

1. Approve Ordinance as presented; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

None

ORDINANCE NO. 2023-_____

**AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA
AMENDING CHAPTER 28 OF THE CITY CODE OF
ORDINANCES REGARDING STORMWATER
MANAGEMENT; PROVIDING FOR INCLUSION IN THE
CODE OF ORDINANCES; PROVIDING FOR
SEVERABILITY; PROVIDING FOR CONFLICTS; AND
PROVIDING FOR AN EFFECTIVE DATE**

WHEREAS, the City of Leesburg found that the current Stormwater Management codes and regulations lacked pertinent regulations and standards; and

WHEREAS, the City of Leesburg desires to adopt codes and regulations that are clear and understandable to promote the public health, safety, convenience and welfare of its citizens; and

WHEREAS, the City of Leesburg has proposed these changes to Chapter 28, and has determined that it is appropriate and in accordance with protecting the health, safety and welfare of the community.

**NOW THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE
CITY OF LEESBURG, FLORIDA, AS FOLLOWS:**

Section 1. Recitals. The above recitals are adopted and incorporated herein by reference.

Section 2. Text Amendment. Chapter 28 of the City of Leesburg Code of Ordinances shall be amended as follows:

Chapter 28 STORMWATER MANAGEMENT

Sec. 28-1. Findings.

As a result of ~~impairment to the city's surface waters~~flooding, erosion, and sedimentation caused by ~~excessive nutrients, or, because of increasing levels of nitrogen in the surface and/or ground~~storm water ~~within the aquifers or springs~~runoff within the boundaries of ~~the city~~Leesburg, the city commission has determined that ~~the use of fertilizers on lands within the city creates a clear and understandable code is required to prevent risk of adversely impacting surface and/or ground water to the~~ public health, safety, convenience and welfare of its citizens. As the city ~~continues to promote the public health, safety, convenience and general welfare in a manner that is consistent with development, the city will continue to improve, operate and maintain the stormwater system.~~ Accordingly, the city commission finds that management measures are required by this chapter.

Sec. 28-2. Purpose and intent.

~~This chapter regulates the proper use of fertilizers by any applicator; requires proper training of commercial and institutional fertilizer applicators; establishes training and licensing~~

CODING: Words in ~~struck-through~~ type are deletions from existing law;
Words in underscored type are additions.

~~requirements; establishes a prohibited application period; specifies allowable fertilizer application rates and methods, fertilizer free zones, low maintenance zones, and exemptions. The chapter requires the use of best management practices which provide specific management guidelines to minimize negative secondary and cumulative environmental effects associated with the misuse of fertilizers. These secondary and cumulative effects have been observed in and on the city's natural and constructed stormwater conveyances, rivers, creeks, canals, springs, lakes, estuaries and other water bodies. Collectively, these water bodies are an asset critical to the environmental, recreational, cultural and economic well being of city residents and the health of the public. Overgrowth of algae and vegetation hinder the effectiveness of flood attenuation provided by natural and constructed stormwater conveyances. Regulation of nutrients, including both phosphorus and nitrogen contained in fertilizer, will help improve and maintain water and habitat quality.~~

The purpose of this chapter is to (1) preserve the water resources of the city, which are critical to the public health, safety, and welfare of its citizens, (2) control stormwater runoff so as to prevent erosion, sedimentation, and flooding, and (3) encourage recharge of the aquifer upon which the public depends for potable fresh water. This ordinance is designed to allow landowners reasonable use of their property while promoting adherence to the following requirements:

Prevent loss of life and significant loss of property due to flooding; to protect, restore and maintain the chemical, physical, and biological quality of ground and surface waters; to encourage productive and enjoyable harmony between humanity and nature; to prevent individuals, business entities, and governmental entities from causing harm to the community by activities which adversely affect water resources; to encourage the protection of wetlands and other natural systems and the use of those natural systems in ways which do not impair their beneficial functioning; to minimize the transport of sediments and pollutants to surface waters; to protect, restore and maintain the habitat of fish and wildlife; to perpetuate natural groundwater recharge; to encourage the use of drainage systems which minimize the consumption of electrical energy or petroleum fuels to move water, remove pollutants, or maintain the system; to assure the attainment of these objectives by requiring approval and implementation of water management plans for all activities which may have an adverse impact upon groundwater and surface water, and to reinforce the directives associated with St. Johns River Water Management District.

Sec. 28-3. Definitions.

For this chapter, the following terms shall have the meanings set forth in this section unless the context clearly indicates otherwise.

Administrator means the city manager, or an administrative official of city government designated by the city manager to administer and enforce the provisions of this chapter.

Application or *apply* means the actual physical deposit of fertilizer to turf or landscape plants.

Applicator means any Person who applies fertilizer on turf and/or landscape plants in the city.

Board or *governing board* means the city commission.

Best management practices means turf and landscape practices or combination of practices based on research, field-testing, and expert review, determined to be the most effective and practicable on-location means, including economic and technological considerations, for

CODING: Words in ~~struck through~~ type are deletions from existing law;
Words in underscored type are additions.

improving water quality, conserving water supplies and protecting natural resources. Best management practices include, but are not limited to: treatment facilities to remove pollutants from stormwater; operating and maintenance procedures; facility management practices to control runoff, spillage or leaks of non-stormwater, waste disposal, and drainage from materials storage; erosion and sediment control practices; and the prohibition of specific activities, practices, and procedures and such other provisions as the city determines appropriate for the control of pollutants or flooding.

Clean Water Act directly refers to the federal Water Pollution Control Act (reference) and any subsequent amendments thereto.

Code enforcement officer, official, or inspector means any designated employee or agent of the city whose duty it is to enforce codes and ordinances enacted by the city commission.

Commercial fertilizer applicator, except as provided in F.S. § 482.1562(9) means any person who applies fertilizer for payment or other consideration to property not owned by the person or firm applying the fertilizer or the employer of the applicator.

Construction activity means any activity subject to NPDES construction permits. These include construction projects resulting in land disturbance of one (1) acre or more. Such activities include but are not limited to clearing and grubbing, grading, excavating, and demolition.

Fertilize, fertilizing, or fertilization means the act of applying fertilizer to turf, specialized turf, or landscape plants.

Fertilizer means any substance or mixture of substances that contains one (1) or more recognized plant nutrients and promotes plant growth, or controls soil acidity or alkalinity, or provides other soil enrichment, or provides other corrective measures to the soil.

Guaranteed analysis means the percentage of plant nutrients or measures of neutralizing capability claimed to be present in a fertilizer.

Hazardous materials means any material, including any substance, waste, or combination thereof, which because of its quantity, concentration, or physical, chemical, or infectious characteristics may cause, or significantly contribute to, a substantial present or potential hazard to human health, safety, property, or the environment when improperly treated, stored, transported, or disposed.

Illegal discharge means any direct or indirect non-stormwater discharge to the storm drain system, except:

- (1) Stormwater, as defined in 40 CFR Part 122.26 (b)(13).
- (2) Water line flushing;
- (3) Landscape irrigation;
- (4) Diverted stream flows;
- (5) Rising groundwater;
- (6) Uncontaminated groundwater infiltration (as defined in 40 CFR 35.2005(20) to separate storm sewers;

CODING: Words in ~~struck-through~~ type are deletions from existing law;
Words in underscored type are additions.

- (7) Uncontaminated pumped groundwater;
- (8) Discharges from potable water sources;
- (9) Foundation drains;
- (10) Air conditioning condensate;
- (11) Irrigation water;
- (12) Springs;
- (13) Water from crawl space pumps;
- (14) Footing drains;
- (15) Lawn watering;
- (16) Individual residential car washing;
- (17) Flows from riparian habitats and wetlands;
- (18) Dechlorinated swimming pool discharges; to include, but not limited to, fountain backwash and cleaning agents.
- (19) Street wash waters resulting from normal street cleaning operations;
- (20) Discharges or flows from emergency firefighting activities.

Illicit connections are defined as any of the following:

- (1) Any drain or conveyance, whether on the surface or subsurface, which allows an illegal discharge to enter the storm drain system including but not limited to any conveyances which allow any non-stormwater-discharge including sewage, process wastewater, and wash water to enter the storm drain system and any connections to the storm drain system from indoor drains and sinks, regardless of whether said drain or connection had been previously allowed, permitted, or approved by a government agency; or
- (2) Any drain or conveyance connected from a commercial or industrial land use to the storm drain system which has not been documented in plans, maps, or equivalent records and approved by the city.

Industrial activity means any activity that is subject to NPDES industrial permits as defined in 40 CFR Section 122.26 (b)(14)

Institutional applicator means any person, other than a private, non-commercial or a commercial applicator (unless such definitions also apply under the circumstances), that applies fertilizer for the purpose of maintaining turf and/or landscape plants. Institutional applicators shall include, but shall not be limited to, owners, managers or employees of public lands, schools, parks, religious institutions, utilities, industrial or business sites and any residential properties maintained in condominium and/or common ownership.

Landscape plant means any native or exotic tree, shrub, or groundcover (excluding turf).

Lot grading means the movement, extraction, and/or placement of soils within the limits of an individual residential lot or parcel boundary.

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Low maintenance zone means an area a minimum of ten (10) feet wide adjacent to water courses which is planted and managed in order to minimize the need for fertilization, watering, mowing, etc.

National Pollutant Discharge Elimination System (NPDES) stormwater discharge permits means any general, group, or individual stormwater discharge permits which regulate facilities defined in federal NPDES regulations pursuant to the Clean Water Act.

Non-stormwater discharge means any discharge to the storm drain system that is not composed entirely of stormwater.

Person means any natural person, business, corporation, limited liability company, partnership, limited partnership, association, club, organization, and/or any group of people acting as an organized entity.

Pollutant means anything which causes or contributes to pollution. Pollutants may include, but are not limited to: paints, varnishes, and solvents; oil and other automotive fluid; non-hazardous liquid and solid wastes and yard wastes; refuse, rubbish, garbage, litter, or other discarded or abandoned objects, articles, and accumulations, so that same may cause or contribute to pollution; floatables; pesticides, herbicides, and fertilizers; hazardous substances and wastes; sewage, fecal coliform and pathogens; dissolved and particulate metals; animal wastes, wastes and residues that result from constructing a building or structure (including but not limited to sediments, slurries, and concrete rinsates); and noxious or offensive matter of any kind.

Pollution means the human-made or human-induced alteration of the quality of waters by waste to a degree which unreasonably affects, or has the potential to unreasonably affect, either the water for beneficial uses or the facilities which serve these beneficial uses.

Premises means any building, lot, parcel of land, or portion of land whether improved or unimproved including adjacent sidewalks and parking strips.

Prohibited application period means the period during which a flood watch or warning, or a tropical storm watch or warning, or a hurricane watch or warning is in effect for any portion of the city, issued by the National Weather Service, or if rainfall greater than two (2) inches in a 24-hour period is likely.

Leesburg Approved Best Management Practices Training Program means a training program approved per F.S. § 403.9338, or any more stringent requirements set forth in this Article that includes the most current version of the Florida Department of Environmental Protection's "Florida-friendly Best Management Practices for Protection of Water Resources by the Green Industries, 2008," as revised, and approved by the city manager.

Saturated soil (field capacity) means a soil in which the voids are filled with water. Saturation does not require flow. For the purposes of this chapter, soils shall be considered saturated if standing water is present or the pressure of a person standing on the soil causes the release of free water.

Slow release, controlled release, timed release, slowly available, or water insoluble nitrogen means nitrogen in a form which delays its availability for plant uptake and use after application, or which extends its availability to the plant longer than a reference rapid or quick release product.

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Storm drain system means Publicly-owned facilities operated by the city by which stormwater is collected and/or conveyed, including but not limited to any roads with drainage systems, municipal streets, gutters, curbs, inlets, piped storm drains, pumping facilities, retention and detention basins, natural and human-made or altered drainage channels, reservoirs, and other drainage structures which are within the city and are not part of a publicly owned treatment works as defined in 40 CFR Section 122.2

Stormwater means any surface flow, runoff, and drainage consisting entirely of water from rain storm events.

Turf, sod, or lawn means a piece of grass-covered soil held together by the roots of the grass.

Urban landscape means pervious areas on residential, commercial, industrial, institutional, highway rights-of-way, or other nonagricultural lands that are planted with turf or horticultural plants. For the purposes of this section, agriculture has the same meaning as in F.S. § 570.02.

Sec. 28-4. Applicability.

This chapter shall be applicable to and shall regulate all water entering the storm drain system generated on any developed or undeveloped lands lying within the City of Leesburg including any amendments or revisions thereto. This chapter shall be prospective only, and shall not impair any existing contracts

Sec. 28-5. Permit Requirements

- (a) No person shall conduct a development activity, or subdivide or make any change in the use of land, or construct any stormwater management system or structure, or change in the size of an existing structure or system, except as exempted in section 28-6, without first obtaining the required permits from the city's engineer or designated department.
- (b) The requirements of this section shall be implemented, and shall be satisfied completely, prior to:
 - (1) Final subdivision plat approval;
 - (2) Issuance of a certificate of occupancy on approved site plan projects; and
 - (3) Final inspection for all other projects.
- (c) Approval of the stormwater management permit shall be contingent on approval of any required Management and Storage of Surface waters (MSSW) permit from the St. Johns River Water Management District but will not result in automatic approval of the stormwater management permit by the city engineer or designated department.
- (d) For the purposes of this section, the following activities may alter or disrupt stormwater runoff patterns and shall, therefore, unless exempt in accordance with section 28-6 require a permit prior to the initiation of any project:
 - (1) Clearing and/or construction for the drainage of land;
 - (2) Replatting recorded subdivisions and the development of recorded and unrecorded subdivisions;

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- (3) Changing the use of land and/or the construction of a structure;
- (4) Changing the size of one (1) or more structures;
- (5) Altering shorelines or banks of water bodies;
- (6) Reserved;
- (7) Using natural or artificial water bodies for stormwater management purposes.

Sec. 28-6. Exemptions

For the purposes of this section, the following activities shall be exempted from further consideration under the provisions of this section. However, these exemptions do not preclude the need to comply with other chapters of this Code.

(1) *Residential parcel exemption.* Residential parcels where such parcels are part of an overall subdivision which has been approved in accordance with other chapters of this Code.

(2) *Agricultural exemptions.*

(a) Facilities for agricultural lands, provided those facilities are part of an approved conservation plan by the soil conservation service, however, if the conservation plan is not implemented according to its terms, this exemption shall be void.

(b) In determining whether an exemption is available to a person engaged in the occupation of agriculture, the purpose of the topographic alteration must be consistent with the practice of the agriculture and such alteration may not be for the sole or predominant purpose of impounding or obstructing surface waters. The following activities, structures, and water bodies are considered as having impoundment or obstruction of surface waters as a primary purpose:

(1) When such practice would cause diverted water to flow directly onto the property of another landowner;

(2) Floodwater retarding structure;

(3) Irrigation pit or regulating reservoir;

(4) Pond;

(5) Structure for water control;

(6) Regulating water in drainage systems; and

(7) Pumping plant for waters control, when used for controlling water levels on land.

(c) Other practices which are constructed and operated in compliance with soil conservation service standards and approved by the Lake County Soil and Water Conservation District are presumed to be consistent with the practice of agriculture.

(3) *Emergency Exemption.* Emergency maintenance work performed for the protection of public health and welfare.

(4) *Maintenance Exemption.* Any maintenance to an existing system made in accordance with permitted plans and specifications.

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Sec. 28-7. Performance criteria.

Stormwater management permit applications shall be approved by the city engineer or appropriate department when it is demonstrated to the satisfaction of the city engineer or designee that the proposed development activity has been planned and designed, and shall be constructed and maintained, to meet the performance criteria described herein. The stormwater management system design shall conform to the stormwater performance and criteria in sections 28-7 and 28-8.

- (1) All developments within a riverine flood hazard shall be designed to maintain the flood carrying capacity of the floodway such that the base flood elevations are not increased, either upstream or downstream.
- (2) All residential and nonresidential structures constructed in the 100-year floodplain shall have the finished floor of the building elevated a minimum of one and one-half (1.5) feet above the elevation of the 100-year flood and twelve (12) inches above the crown of the street. For industrial development, flood proofing may be substituted in lieu of elevating the finished floor.
- (3) Development shall not result in an increase in the 100-year flood elevation. **No fill shall be allowed to be placed in the 100-year floodplain without an equivalent volume of soil removed to compensate for the loss of flood storage.** Compensating storage is to be determined by the volume of material removed above the ordinary high-water table and below the 100-year flood elevation established for that area. Fill placed in the 100-year floodplain shall not reduce the flow rate.
- (4) Projects shall be designed so that stormwater discharges meet, at a minimum, the water quality criteria set forth by the St. Johns River Water Management District and the City of Leesburg in order to achieve the state water quality standards established by the Florida Department of Environmental Protection.
- (5) The volume of retention to be provided for the project site shall not be less than that generated from a three- and one-half inch, one-hour storm event. The recovery time for the retained volume shall be less than seventy-two (72) hours.
- (6) The peak rate of flow of the discharge hydrology for the project site shall not exceed the pre-development peak rate flow for the range of storms specified in the city stormwater performance and design criteria of sections 28-6 and 28-7, if the project area is not contributory to a landlocked area with no positive outlet. When the project area is contributory to a landlocked area with no positive outlet, the project shall provide extended detention for the difference in volume of stormwater discharge for pre-development conditions from the 25-year, 96-hour storm event.
- (7) The stormwater management system shall not create an adverse impact to upstream or downstream areas. Off-site areas which discharge to or across a site proposed for development shall be accommodated in the stormwater management plans for the development. No stormwater management permit application shall be approved until the applicant demonstrates that the runoff from the project shall not overload or otherwise impact any downstream areas.

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- (8) The stormwater management system shall not cause adverse environmental impacts to wetlands, fish, wildlife, or other natural resources.
- (9) Wetlands shall not be used for stormwater treatment.
- (10) Wetlands shall not be used to attenuate runoff peak rates except for isolated wetlands which are wholly-contained on site, provided that the utilization of the wetlands for stormwater attenuation does not disrupt the normal range of water level fluctuation as it existed prior to construction of the wetland discharge facility.
- (11) All proposed stormwater management systems shall be designed to prevent flooding, promote safety, and minimize health standards.
- (12) All stormwater management systems shall be designed to reduce the pollution of surface water and groundwater resources by stormwater, control erosion, and provide for recharge where appropriate. The city engineer or designated department, while enforcing standards set for pollution and sedimentation control, may encourage or request innovative approaches to control pollution and erosion, and to provide for recharge. In ditches with a grade equal to or greater than two (2) percent and/or sidewall slopes greater than 3:1 all disturbed areas shall be sodded. A minimum two-foot wide sod strip shall be required adjacent to all paved streets and around all stormwater structures, regardless of grade.

Sec. 28-8. Clearing and grading standards.

No site clearing shall take place on any subject property to an approved site development plan until a permit has been issued to do so by the city engineer or designated city representative. Lot grading shall not adversely affect surrounding or downstream wetlands, floodplains or neighboring property. The volume, rate, and quality of stormwater runoff shall be consistent with conditions prior to the lot grading, or consistent with approved site or lot grading plans. Standard practices shall be used to prevent erosion and the depositing of water and soils off-site. This shall also include the protection of bare soils from wind forces. Factors which influence erosion potential include soil characteristics, vegetative cover, topography, and climatic conditions. The following measures must be considered in planning and undertaking construction within a development.

- (a) Plan the development to fit the topography, soils, and drainage patterns;
- (b) Limit clearing area to the smallest possible areas;
- (c) Schedule areas with greatest erosion potential for dry, rather than wet, season exposure;
- (d) Immediately vegetate with sod, seed, mulch, or other equivalent forms of landscaping in all exposed areas;
- (e) Apply perimeter controls, such as silt fence, berms, or staked hay bales to protect area from off-site runoff and to trap eroded materials on-site to prevent sedimentation in downstream areas;
- (f) Provide an adequate source of water for application to dry exposed soil in order to prevent wind erosion during construction.

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(g) Implement thorough maintenance and follow-up programs.

Sec. 28-9. Lot grading plans.

A plan must be prepared and submitted to the city engineer or designated department with the permit application. The plan must include consideration of the site-specific erosion potential, including slopes, soil erodibility, vegetative cover, and runoff characteristics. The following is a listing of the information which must be included in the plan, to be shown on the construction or alteration plans, detail sheets, or other appropriate documents.

- (a) The plan must be submitted and approved prior to the start of lot grading. The plan shall identify the federal Housing Agency grading type used.
- (b) The plan shall be submitted and approved prior to the start of any lot grading that would impact flood zones or wetlands.
- (c) The plan submittal shall be from a Florida licensed professional landscape architect, surveyor, or engineer showing existing elevations and proposed elevations for finished floor, and proposed lot grading. Spot elevations for existing and proposed grades shall be required at property corners and the street centerline, and must detail a proposed drainage pattern. If necessary in order to evaluate impacts to adjacent lots or properties, as determined by the City manager or designated city representative, a partial topography survey (spot elevations) that includes adjacent lots shall be required.
- (d) The plan must show the existing and proposed topography, and also demonstrate the stormwater runoff will be managed to not adversely affect adjacent or nearby properties;
- (e) Swales shall be required to divert runoff around any structure so as not to adversely impact the structure, adjacent property owners, open water bodies, or wetlands;
- (f) A general description of predominant soil types on site, and the corresponding erodibility potential as described by the appropriate soil survey information or on-site investigation; Schedule and general description of each construction phase of the project. At a minimum, the following applicable phases must be addressed: clearing, excavation earthwork, embankment earthwork, site utilities, roads, site grading, and stabilization. The schedule must include estimated starting date and duration. Description must include limits of area impacted by each phase; and
- (g) For each phase a description is required for individual erosion control measures, which are required to be shown on construction plans or detail sheets.
 - (1) Estimated date of installation and removal;
 - (2) Location;
 - (3) Purpose of measure and areas served;
 - (4) Detailed construction drawings and specifications;
 - (5) Operation and maintenance schedule;
 - (6) All documentation including referenced design standards and specifications.

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(h) Upon completion of ground disturbances on a residential or commercial site, a topographical survey must be obtained and then reviewed by a state of Florida licensed civil engineer to determine the final grade conforms with the approved grading and drainage plans. No variances greater than 1 percent shall be allowed. These findings must be submitted to the appropriate city department prior to an issuance of any certificate of occupancy.

(i) For special circumstances where mass grading may be permitted, developers must include the following along with their site plan.

(1) All required NPDES best management practices for erosion control;

(2) SJRWMD and FDEP requirements applicable to the environmental resource permits.

(3) The CLOMR or addendum CLOMR (Conditioned Letter of Map Revision)

Erosion control measures must be taken to prevent detachment and transportation of soil particles. The property owner or his designee shall not adversely impact aquatic vegetation within the wetland littoral zone located between the upland area and the ordinary high-water line. No such vegetation shall be disturbed without the required state and federal regulatory agency permits.

The property owner or his agent shall acquire the necessary permits, if applicable, from all relevant governing and regulatory agencies.

Turbidity barriers must remain in place at all locations until construction is completed and all soils are stabilized and vegetation has been established. Thereafter, the property owner will be responsible for the removal of the barriers.

The property owner or his agent must implement and operate all erosion and sediment control measures required to retain sediment on-site and to prevent violations of water quality standards as specified in this chapter. If construction is scheduled to occur within open water areas, turbidity curtains must be correctly placed to control sedimentation and turbidity within the water body. The property owner or his agent is encouraged to use appropriate best management practices for erosion and sediment control.

Sec. 28-10. Construction site waste container.

The city shall not issue a building permit to construct, renovate, or demolish any building unless the person applying for the permit maintains at the construction site a trash container approved by the city's appropriate department or designated representative. The appropriate department or designated representative shall approve all trash containers at the time the building permit is issued. Any person aggrieved by the decision of the department or city representative shall have a right to appeal to the city commission. If an appeal is filed, the city commission shall hold a public hearing to approve or disapprove the mayor's decision. The decision of the city commission shall be final.

Sec. 28-11. Construction site waste container maintenance.

All trash containers approved by the city's appropriate department or designated representative shall be maintained at the construction site until all construction is completed. Construction debris shall be placed in the trash container. No person shall dispose of construction

debris except in an approved container. Filled trash containers shall be promptly delivered to a commercial garbage hauler or removed to an authorized disposal facility.

Sec. 28-12. Dedication of drainage easements and right-of-way.

- (a) Drainage easements or right-of-way, as specified by the city, shall be conveyed by the owner at no expense to the city for the stormwater facilities within the development.
- (b) When a proposed drainage system will carry water across private land outside the development, off-site drainage easements shall be secured by the owner or applicant and indicated on the plat, or in a separate recorded document approved by the city.
- (c) When a development is transversed by a watercourse or open channel, the applicant shall provide a drainage-right-of-way conforming substantially to the line of such watercourse or open channel, which shall be a minimum width, as specified by the city. Wherever possible, drainage shall be maintained by an open channel with landscaped banks with adequate width for the maximum potential volume of flow.
- (d) Drainage right-of-way shall include suitable access (minimum fifteen-foot width) as specified by the city for maintenance equipment access from public-right-of-way.
- (e) All drainage rights-of-way or easements, both on-site and off-site, shall be recorded on a final plat or a separate recorded document approved by the city.

Sec. 28-13. Maintenance

- (a) The city engineer or designated department shall approve a written maintenance plan upon a finding that the plan meets the terms of this section. The written operation and maintenance plan shall contain the information in this section as the minimum criteria that shall be accepted by the city engineer or designee. The maintenance plan shall include:
 - (1) Demonstration of the ability of an entity to provide adequate maintenance;
 - (2) Written agreement of acceptance of an entity to maintain the facility;
 - (3) Specific maintenance activities to be performed;
 - (4) Frequency of maintenance activity; and
 - (5) Measurable objective of maintenance activity.
- (b) The installed stormwater system shall be maintained by a legal entity responsible for maintenance. All stormwater management permit applications shall contain documentation sufficient to demonstrate that the operation and maintenance entity is the legal entity empowered and obligated to perpetually maintain the stormwater management facilities. The city considers the following entities acceptable to operate and maintain stormwater management facilities:
 - (1) Local government units including the city, county, other municipalities or municipal servicing tax units.
 - (2) Florida Statutes, Water control districts or drainage districts, Special Assessment Districts.

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- (3) Nonprofit corporations including homeowners associations, property owners associations, condominium associations, or master associations under certain conditions which ensure that the corporation has the financial, legal, and administrative capability to provide for the long-term operation and maintenance of facilities.
- (4) The property owner or developer as permittee is normally not acceptable as a responsible entity, especially when the property is to be sold to various third parties. However, the property owner or developer may be acceptable under one (1) of the following circumstances:
- a. The property is wholly owned by permittee and the ownership is intended to be retained. This would apply to a farm, corporate office, single industrial facility, for example.
 - b. The ownership of the property is retained by the permittee and is either leased to third parties (such as in some shopping centers) or rented to third parties (such as in some mobile parks), for example.
- (c) The stormwater management system to be maintained by the legal entity shall have adequate easements to permit the city to inspect and, if necessary, to take corrective action should the legal entity fail to maintain the system properly.
- (d) Maintenance of stormwater facilities shall allow the stormwater management system to perform as originally designed and permitted by the city and other appropriate governmental agencies as set forth in the written plan.
- (e) Maintenance shall include compliance with city building and construction codes, and all other acceptable city codes.
- (f) Nonprofit corporations shall annually report to the city the maintenance performed during the year and demonstrate their financial capability to provide the required maintenance for the coming year. This shall be done to reflect compliance with their written maintenance plan.
- (g) The legal entity shall execute and record a document acceptable to the city attorney which defines its authority and responsibility for maintenance of the stormwater management system, defines how maintenance is to be performed, defines the funding mechanisms for the required maintenance, and provides a legal mechanism assuring the perpetuation of the maintenance.
- (h) In order to assure maintenance during a two-year maintenance period, security shall be submitted before acceptance of the constructed facilities. The security shall be in the form of an approved financial instrument which may include, but not limited to, cash or performance bonds and letters of credit. The amount of security shall be as required by Leesburg Code of Ordinances. The security shall be released at the end of the two-year period upon inspection which confirms that the system has been properly maintained and is operating in accordance with the approved construction plans.

Sec. 28-14. Inspections.

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Subsequent to the permittee satisfying the requirements of 28-8 and 28-9, other applicable sections and the issuance of the appropriate permit, the permittee shall, during construction, arrange and schedule the following inspections by the city engineer or designee:

- (1) During clearing operation and excavation to ensure the effective control practices relative to erosion and sedimentation are being followed.
- (2) All underground conveyance and control structures prior to backfilling.
- (3) Final inspection when all systems required by the permittee's approved stormwater management plan have been installed.
- (4) The professional engineer for the project shall submit a signed and sealed set of as-built plans on reproduceable drawing sheets and CAD files, to certify the system has been constructed as designated and satisfies all conditions of the stormwater management permit. Where changes have been made to the stormwater management system which deviate from the approved construction plans, the professional engineer shall submit supporting documentation with the as-built plans which proves that the stormwater systems follow compliance with this section.
- (5) Maintenance and compliance inspections of stormwater management systems shall be conducted on a routine, periodic basis, as deemed appropriate by the city, or as complaints arise concerning the system. By seeking and obtaining a permit under this section, the operator and owner shall be deemed to have consented to inspections by the city and other appropriate regulatory agencies or city engineer or designees upon presentation of proper identification by the representative(s) of the agency(s) conducting the inspection.

Sec. 28-15. Enforcement

If the city engineer or appropriate department determines that the project is not being carried out in accordance with the approved plan, or if any project subject to this chapter is being carried out without a permit, the city engineer is authorized to:

- (1) Give the legal entity written notice of this corrective action required to be taken. Should the legal entity fail within thirty (30) days of the date of the notice to complete such corrective action, the city may enter upon the property, take the necessary corrective action, bill the violator and, if the bill is not paid within ninety (90) days, file a lien upon the property for the cost of such corrective action.
- (2) The city may take appropriate corrective action in the event of an emergency situation which endangers persons or property or both as determined to exist by the city engineer or designated city representative.
- (3) Issue written notice to the permittee specifying the nature and location of the alleged noncompliance, with a description of the remedial actions necessary to bring the project into compliance within five (5) working days.
- (4) Issue a stop-work order directing the permittee or persons in possession to cease and desist all or any portion of work which violates the provisions of this chapter if the

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remedial work is not completed within the specified time. The permittee shall then bring the project into compliance.

- (5) In the case where the project does not meet the standards included in this chapter, the city can elect to inspect or hire a contract inspector to make the determination of compliance with FDEP requirements. In the event of a reinspection due to non-compliance, the developer and site builder shall incur the expense. These fees will be assessed on an individual inspection basis, and will vary depending on the square footage on the total area being inspected.

Sec. 28-16. Emergency exemption.

- (a) This chapter shall not be construed to prevent the doing of any act necessary to prevent material harm to or destruction of real or personal property as a result of a present emergency, including, but not limited to, fire, infestation by pests, or hazards resulting from violent storms or hurricanes or when the property is in imminent peril and the necessity of obtaining a permit is impractical and would cause undue hardship in the protection of the property.
- (b) A report of any such emergency action shall be made to the city engineer or designated representative by the owner or person in control of the property upon which the emergency action was taken as soon as practicable, but no more than five (5) days following such action. Remedial action may be required by the city subject to appeal to the city commission in the event of a dispute.

Sec. 28-17. Variances.

When an applicant can show that, due to no fault of his own, but, because of strict interpretation of this chapter, a hardship has been created, the board of appeals may grant a variance to any of the requirements of this chapter, in accordance with this Code.

Sec. 28-18. Appeals.

The board of appeals shall have the power and authority to hear and decide appeals when it is alleged that there is error in any order, requirement, decision, or determination made by the city engineer or designee in the administration of this chapter, to determine whether the administration determination appeal form was correct or not, and if not, to make proper determination.

Sec. 28-19. Violations and penalties.

The following penalties shall be available in the event of a violation of the provisions of this chapter in the City of Leesburg Municipal Code, or any other applicable laws, rules, or regulations or permits.

- (1) Enforcement. All violations of the terms and conditions of the approved stormwater management system permit, this chapter, or any other chapter, rule, regulation, or law may be enforced by enforcement action of the city code enforcement board.
- (2) Civil or criminal enforcement. Nothing in this chapter precludes the city from seeking immediate injunctive relief or taking such other lawful action, including but not limited to, forfeiture of the financial security held by the city to prevent or remedy any

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violation of any approved stormwater management system permit, or any violation of the terms of this or any other city code, or any other law, rule, or regulation. Violation of any of the terms and conditions of any approved stormwater management system permit, or any of the terms and conditions of this chapter, may be prosecuted as provided in Florida Statutes.

- (3) *Cumulative effect.* The penalties provided for herein are cumulative. Use of one (1) method of enforcement shall not preclude the city from using other methods of enforcement for the same violation.

Sec. 28-20. Responsibility of the administration.

A city appointed representative shall administer, implement, and enforce the provisions of this section. Any powers granted or duties imposed upon the representative may be delegated in writing by said representative to persons or entities acting in the beneficial interest of or in the employ of the city.

Sec. 28-21. Ultimate responsibility of discharger.

The standards set forth herein and promulgated pursuant to this section are minimum standards; therefore, this section does not intend nor imply that compliance by any person will ensure that there will be no contamination, pollution, nor unauthorized discharge of pollutants into waters of the U.S. caused by said person. This section shall not create liability on the part of the City of Leesburg, or any agent or employee thereof for any damages that result from any discharger's reliance on this section or any administrative decision lawfully made hereunder.

Sec. 28-22. Prohibition of illegal discharges.

No person shall discharge or cause to be discharged into the municipal storm drain system or water courses any materials, including but not limited to pollutants or waters containing any pollutants that cause or contribute to a violation of applicable water quality standards, other than stormwater. The commencement, conduct or continuance of any illegal discharge to the storm drain system is prohibited. The activities prohibited hereby are describer, in part, as follows:

- (1) Sanitary wastewater.
- (2) Effluent from septic tanks.
- (3) Car wash wastewaters, except as specifically exempted herein.
- (4) Improper oil disposal.
- (5) Antifreeze and other automotive products.
- (6) Sump pump discharges.
- (7) Laundry wastewaters.
- (8) Spills form roadway accidents.
- (9) Improper disposal of household toxics.
- (10) Petroleum products, including but not limited to oil, gasoline, and grease.
- (11) Solid waste.
- (12) Pet waste.
- (13) Chemicals.
- (14) Paints.
- (15) Soaps.
- (16) Steam cleaning wastes.
- (17) Pesticides, herbicides, or fertilizers.
- (18) Degreasers, solvents.
- (19) Heated water.
- (20) Chemically treated cooling water.
- (21) Lawn clippings, leaves, branches, etc.
- (22) Animal carcasses.
- (23) Silt.
- (24) Acids or alkalis.
- (25) Recreational vehicles waste.
- (26) Dyes (without prior permission from the appointed City of Leesburg representative).
- (27) Construction materials.

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(28) Toxic or poisonous solids or liquids.

(29) Solids in such quantities or of such size as to be capable of causing interference or obstruction to the flow in the city's stormwater system.

It shall be unlawful to wash any public or private streets, buildings, sidewalks, or parking areas, unless all viable debris and sediments have been removed prior to washing. If the removal of the debris and sediments is not feasible (as determined by the appointed City of Leesburg representative), then the street, building, etc. may only be washed with the representative's prior written approval, which may include requirements to clean the affected drainage pipelines or provide treatment of wash water runoff to prevent downstream pollution. Only water may be used for washing purposes.

Violation of this section shall subject the violator to a civil penalty of not less than two hundred fifty dollars (\$250.00) nor more than five thousand dollars (\$5,000.00) per day for each day of violation. Each day of violation may constitute a separate violation.

Sec. 28-23. Prohibition of illegal connections.

- (1) The construction, use, maintenance or continued existence of illicit connections to the storm drain system is prohibited.
- (2) This prohibition expressly includes, without limitation, illicit connections made in the past, regardless of whether the connection was permissible under law or practices applicable or prevailing at the time of connection.
- (3) A person is considered to be in violation of this section if the person connects to a line conveying sewage to the MS4, or allows a connection to continue.

Sec. 28-24. Waste disposal prohibitions.

No person shall throw, deposit, leave, maintain, keep, or permit to be thrown, deposited, left, or maintained, in or upon any public or private property, driveway, parking area, street, alley, sidewalk, component of the storm drain system, or water of the U.S., any refuse, rubbish, garbage, litter, or other discarded or abandoned objects, articles, and accumulations, so that the same may cause or contribute to pollution. Wastes deposited in streets in proper waste receptacles for the purposes of collection are exempted from this prohibition.

Sec. 28-25. Discharges in violation of industrial or construction activity NPDES stormwater discharge permit.

Any person subject to an industrial or construction activity NPDES stormwater discharge permit shall comply with all provisions of such permit. Proof of compliance with said permit may be required in a form acceptable to the city's appointed representative prior to or as a condition of approving a subdivision map, site plan, building permit, or development or improvement plan; upon inspection of the facility; during any enforcement proceeding or action; or for any other reasonable cause.

Sec. 28-26. Monitoring of discharges.

- (1) Applicability. This section applies to all facilities that have stormwater discharges associated with industrial activity, including construction activity.
- (2) Access to facilities.

- a. The city, or other authorized enforcement agency, shall be permitted to enter and inspect facilities subject to regulations under this section as often as may be necessary to determine compliance with this section. If a discharger has security measures in force which require proper identification and clearance before entry into its premises, the discharger shall make the necessary arrangements to allow access to representatives of the authorized enforcement agency.
- b. Facility operators shall allow the city, or other authorized enforcement agency, ready access to all parts of the premises for the purposes of inspection, sampling, examination, and copying of records that must be kept under the conditions of the NPDES permit to discharge stormwater, and the performance of any additional duties as defined by state and federal law.
- c. The city, or authorized enforcement agency, shall have the right to set up on any facility such devices as are necessary in the opinion of the authorized enforcement agency to conduct monitoring and/or sampling of the facility's stormwater discharges.
- d. The city, or other authorized enforcement agency, has the right to require the discharger to install monitoring equipment as necessary. The facility's sampling and monitoring equipment shall be maintained at all times in a safe and proper operating condition by the discharger at its own expense. All devices used to measure stormwater flow and quality shall be calibrated to ensure their accuracy.
- e. Any temporary or permanent obstruction to safe and easy access to the facility to be inspected and/or sampled shall be promptly removed by the operator at the written or oral request of the city, or other authorized enforcement agency, and shall not be replaced. The cost of clearing such access shall be borne by the operator.
- f. If the city, or other authorized enforcement agency, has been refused access to any part of the premises from which stormwater is discharged, and he/she is able to demonstrate probable cause to believe that there may be a violation of this section, or that there is a need to inspect and/or sample as part of a routine inspection and sampling program designed to verify compliance with this section or any order issued hereunder, or to protect the overall public health, safety, and welfare of the community, then the authorized enforcement agency may seek issuance of a search warrant from any court of competent jurisdiction.

Sec. 28-27. Requirement to prevent, control, and reduce stormwater pollutants.

- (1) Authorization to adopt and impose best management practices. The city may adopt requirements identifying best management practices for any activity, operation, or facility which may cause or contribute to pollution or contamination of stormwater, the storm drain system, or waters of the U.S. as a separate BMP Guidance Series. Where best management practices requirements are promulgated by the city or any federal, state, or regional agency for any activity, operation, or facility which would otherwise cause the discharge of pollutants to the storm drain system or water to the U.S., every person undertaking such activity or operation, or owning or operating such facility shall comply with the requirements. The city's appointed representative will report to the City Manager

and Public Works Director annually on the status of implementation of BMPs, the pollutants of concern to be addressed the next year, and any new BMPs to be developed.

(2) *New development and redevelopment.* The city may adopt requirements identifying appropriate best management practices to control the volume, rate, and potential pollutant load of stormwater runoff from new development and redevelopment projects as may be appropriate to minimize the generation, transport and discharge of pollutants. The city shall incorporate such requirements in any land use entitlement and construction or building-related permit to be issued relative to such development or redevelopment. The owner and developer shall comply with the terms, provisions, and conditions of such land use entitlements and building permits as required in this section.

(3) *Responsibility to implement best management practices.* Notwithstanding the presence or absence of requirements promulgated pursuant to subsections (1) and (2), and person engaged in activities or operations, or owning facilities or property which will or may result in pollutants entering stormwater, the storm drain system, or waters of the U.S. shall implement best management practices to the extent they are technologically achievable to prevent and reduce such pollutants. The owner or operator of a commercial or industrial establishment shall provide reasonable protection from accidental discharge of prohibited materials or other wastes into the municipal storm drain system or watercourses. Facilities to prevent accidental discharge of prohibited materials or other wastes shall be provided and maintained at the owner or operator's expense. Best management practices required by the city can be obtained by the city's appointed representative.

Sec. 28-28. Requirement to eliminate illegal discharges.

The city's appointed representative may require by written notice that a person responsible for an illegal discharge immediately, or by a specified date, discontinue the discharge and, if necessary, take the measures to eliminate the source of the discharge to prevent the occurrence of future illegal discharges.

Sec. 28-29. Requirement to eliminate or secure approval for illicit connections.

(1) The city's appointed representative may require by written notice that a person responsible for an illicit connection to a storm drain system comply with the requirements of this section to eliminate or secure approval for the connection by a specified date, regardless of whether or not the connection or discharges to it had been established or approved prior to the effective date of this section.

(2) If, subsequent to eliminating a connection found to be in violation of this section, the responsible person can demonstrate that an illegal discharge will no longer occur, said person may request city approval to reconnect. The reconnection or reinstallation of the connection shall be the responsible person's request.

Sec. 28-30. Watercourse protection.

Every person owning property through which a watercourse passes, or such person's lessee, shall keep and maintain that part of the watercourse within the property reasonably free of trash, debris, excessive vegetation, and other obstacles that would pollute, contaminate, or significantly

retard the flow of water through the watercourse. In addition, the owner or lessee shall maintain existing privately-owned structures within or adjacent to the watercourse, so that structures will not become a hazard to the use, function, or physical integrity of the watercourse. The owner or lessee shall not remove healthy bank vegetation beyond that actually necessary for maintenance, nor remove said vegetation in such a manner as to increase the vulnerability of the watercourse to erosion. A permit from the FDEP may be required prior to this removal and is the responsibility of the owner lessee to obtain. The property owner shall be responsible for maintaining and stabilizing that portion of the watercourse that is within their property lines in order to protect against erosion and degradation of the watercourse originating or contributed to from their property.

Sec. 28-31. Notifications of spills.

Notwithstanding other requirements of law, as soon as any person responsible for a facility or operation, or responsible for emergency response for a facility or operation has information on any known or suspected release of materials which are resulting or may result in illegal discharges or pollutants discharging into storm water, the storm drain system, or waters from the U.S. from said facility, said person shall take all necessary steps to ensure the discovery, containment, and cleanup of such release. In the event of such a release of a hazardous material said person shall immediately notify emergency response officials of the occurrence via emergency dispatch services (911). In the event of a release of non-hazardous materials, said person shall notify the city's Public Works department in person or by phone or email no later than 5:00 p.m. on the next business day. Notifications in person or by phone or by email shall be confirmed by written notice within three (3) business days of the initial notification receipt. If the discharge of prohibited materials emanates from a commercial or industrial establishment, the owner or operator of such establishment shall also retain an on-site written record of the discharge and the actions taken to prevent its recurrence. Such records shall be retained for at least three (3) years.

Sec. 28-32. Enforcement; notice of violation.

Whenever the city, or other authorized enforcement agency, finds that a person has violated a prohibition or failed to meet a requirement of this section, the Public Works Director or other appointed City representative may order compliance by written notice of violation to the responsible person. Such notice may require without limitation:

- (1) The performance of monitoring, analyses, and reporting;
- (2) The elimination of illicit connections or discharges;
- (3) That violating discharges, practices, or operations shall cease and desist;
- (4) The abatement or remediation of storm water pollution on contamination hazards and the restoration of any affected property;
- (5) Payment of administration and remediation costs; incurred by the city in connection with the violation; and
- (6) The implementation of source control or treatment BMPs.

If abatement of a violation and/or restoration of affected property is required, the notice shall set forth a deadline within such remediation or restoration must be completed. Said notice shall further advise that, should the violator fail to remediate or restore within the established deadline, the work will be done by the city or a contractor designated city's appointed representative and the expense

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thereof shall be charged to the violator. The notice shall advise the violator of the appeal rights afforded by Section 28-32.

Sec. 28-33. Appeal of notice of violation.

Notwithstanding the provisions of Code 28-32, cited personnel may appeal the determination of the city's appointed representative to the city manager. The notice of appeal must be received by the city manager within five (5) days from the date of the notice of the violation. Hearing on the appeal before the city manager or his or her designee shall take place within fifteen (15) days from the date of city's receipt of the notice of appeal. The decision of the city manager or designee shall be final.

The act of filing an appeal seeking relief from the decision of the city's designated representative shall not be reason to stay the order to eliminate illicit discharges or connections, lift an order to cease and desist violating activities, or suspend the daily accumulation of a potential fine and or imprisonment.

Sec. 28-34. Cost of abatement of the violation.

Within thirty (30) days after abatement or remediation of a violation, the city's appointed representative shall notify the property owner of the cost of abatement, including administrative costs. The property owner may file a written protest objecting to the amount of the assessment with the city clerk within ten (10) days. The city clerk shall set the matter for public hearing by the city commission. The decision of the city commission shall be set forth by resolution and shall be final. If the amount due is not paid within ten (10) days of the decision of the city commission of the expiration of the time in which to file an appeal under this section, the charges shall become a special assessment against the property and shall continue a lien on the property for the amount of the assessment. A copy of the resolution shall be turned over to the county appraiser so the amount of the assessment can be recorded against the parcel as it appears on the current assessment roll, and the tax collector shall include the amount of the assessment on the bill for taxes levied against the parcel of land.

Sec. 28-35. Violations.

It shall be unlawful for any person to violate any provision or fail to comply with any of the requirements of this section. A violation of or failure to comply with any of the requirements of this section shall constitute a misdemeanor and shall be punished as set forth below in sections 28-34 and 28-35.

Sec. 28-36. Violations deemed a public nuisance.

In addition to the enforcement processes and penalties hereinbefore provided, any condition caused or permitted to exist in violation of any of the provisions of this section is a threat to public health, safety, and welfare, and is declared and deemed a nuisance, and may be summarily abated or restored by the city at the violator's expense, and/or a civil action to abate, enjoin, or otherwise compel the cessation of such a nuisance may be taken by the city.

Sec. 28-37. Criminal prosecution.

Any person that has violated or who continues to violate this section shall be liable to prosecution to the fullest extent of the law, and shall be subject to a criminal penalty of not less than two hundred fifty dollars (\$250.00) per violation, per day and or imprisonment for one (1) day for each day that a violation continues without remediation after notification of a violation,

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but not to exceed six (6) months. The city may recover all attorney's fees, court costs, administrative costs, and other expenses associated with enforcement of this section, including sampling and monitoring expenses.

Sec. 28-38. Fertilizer.

Sections 28-38 through 28-47 of this chapter regulate the proper use of fertilizers by any applicator; requires proper training of commercial and institutional fertilizer applicators; establishes training and licensing requirements; establishes a prohibited application period; specifies allowable fertilizer application rates and methods, fertilizer-free zones, low maintenance zones, and exemptions. It requires the use of best management practices which provide specific management guidelines to minimize negative secondary and cumulative environmental effects associated with the misuse of fertilizers. These secondary and cumulative effects have been observed in and on the city's natural and constructed stormwater conveyances, rivers, creeks, canals, springs, lakes, estuaries and other water bodies. Collectively, these water bodies are an asset critical to the environmental, recreational, cultural and economic well-being of city residents and the health of the public. Overgrowth of algae and vegetation hinder the effectiveness of flood attenuation provided by natural and constructed stormwater conveyances. Regulation of nutrients, including both phosphorus and nitrogen contained in fertilizer, will help improve and maintain water and habitat quality. These sections shall be applicable to and shall regulate all applicators of fertilizer and areas of application of fertilizer within the area of the city unless such applicator is specifically exempted by the terms of this chapter from the regulatory provisions of this chapter. This chapter shall be prospective only, and shall not impair any existing contracts.

Sec. 28-539. Timing of fertilizer application.

No applicator shall apply fertilizers containing nitrogen or phosphorus, or both to turf or landscape plants during the prohibited application period, or to saturated soil. The City of Leesburg prohibits the use of any fertilizers containing nitrogen or phosphorus from June 1 through September 30.

Sec. 28-640. Fertilizer free zones.

Fertilizer shall not be applied within ten (10) feet of any pond, stream, watercourse, lake, canal, or wetland as defined by the Florida Department of Environmental Protection (Chapter 62-340, Florida Administrative Code) or from the top of a seawall, unless a deflector shield, drop spreader, or liquid applicator with a visible and sharply defined edge, is used, in which case a minimum of three (3) feet shall be maintained. Newly planted turf and/or landscape plants may be fertilized in this zone only for a sixty (60) day period beginning thirty (30) days after planting if need to allow the plants to become well established. Caution shall be used to prevent direct deposition of nutrients into the water.

Sec. 28-741. Low maintenance zones.

A voluntary ten (10) foot low maintenance zone is strongly recommended, but not mandated, from any pond, stream, water course, lake, wetland or from the top of a seawall. A swale/berm system is recommended for installation at the landward edge of this low maintenance zone to capture and filter runoff. If more stringent Leesburg Code regulations apply, this provision does not relieve the requirement to adhere to the more stringent regulations. No mowed or cut vegetative material may be deposited or left remaining in this zone or deposited in the water. Care should be

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taken to prevent the over-spray of aquatic weed products in this zone. Care must be taken to ensure erosion of the surface soil does not occur. Excessive erosion may be a greater pollution hazard than occasional proper applications of fertilizer.

Sec. 28-~~842~~. Fertilizer content and application rates.

- (a) Fertilizers applied to turf within the city shall be formulated and applied in accordance with requirements and directions provided by Rule 5E-1.003(2), Florida Administrative Code, Labeling Requirements For Urban Turf Fertilizers.
- (b) Fertilizer containing nitrogen or phosphorus shall not be applied before seeding or sodding a site, and shall not be applied for the first thirty (30) days after seeding or sodding, except when hydro-seeding for temporary or permanent erosion control in an emergency situation (wildfire, etc.), or in accordance with the stormwater pollution prevention plan for that site.
- (c) Nitrogen or phosphorus fertilizer shall not be applied to turf or landscape plants except as provided in (a) above for turf, or in UF/IFAS recommendations for landscape plants, vegetable gardens, and fruit trees and shrubs, unless a soil or tissue deficiency has been verified by an approved test.

Sec. 28-~~943~~. Application practices.

- (a) Spreader deflector shields are required when fertilizing via rotary (broadcast) spreaders. Deflectors must be positioned such that fertilizer granules are deflected away from all impervious surfaces, fertilizer-free zones and water bodies, including wetlands.
- (b) Fertilizer shall not be applied, spilled, or otherwise deposited on any impervious surfaces.
- (c) Any fertilizer applied, spilled, or deposited, either intentionally or accidentally, on any impervious surface shall be immediately and completely removed to the greatest extent practicable.
- (d) Fertilizer released on an impervious surface must be immediately contained and either legally applied to turf or any other legal site, or returned to the original or other appropriate container.
- (e) In no case shall fertilizer be washed, swept, or blown off impervious surfaces into stormwater drains, ditches, conveyances, or water bodies.

Sec. 28-~~1044~~. Management of grass clippings and vegetative matter.

In no case shall grass clippings, vegetative material, and/or vegetative debris be washed, swept, or blown off into stormwater drains, ditches, conveyances, water bodies, wetlands, or sidewalks or roadways. Any material that is accidentally so deposited shall be immediately removed to the maximum extent practicable.

Sec. 28-~~1145~~. Exemptions.

The provisions set forth above in this chapter shall not apply to:

- (1) Bona fide farm operations as defined in the Florida Right to Farm Act, F.S. § 823.14;
- (2) Other properties not subject to or covered under the Florida Right to Farm Act that have pastures used for grazing livestock;

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- (3) Any lands used for bona fide scientific research, including, but not limited to, research on the effects of fertilizer use on urban stormwater, water quality, agronomics, or horticulture.
- (4) Golf courses, athletic fields and Turf managed for active recreation, whose owners implement best management practices as described in Section 5E-1.003(2)(d), F.A.C. entitled "Fertilizers Labeled, for Sports Turf at Golf Courses, Parks and Athletic Fields", as amended.

Sec. 28-~~1246~~. Training.

- (a) All commercial and institutional applicators of fertilizer within the incorporated area of the city, shall abide by and successfully complete the six-hour training program in the "Florida-friendly Best Management Practices for Protection of Water Resources by the Green Industries" offered by the Florida Department of Environmental Protection through the University of Florida Extension "Florida-Friendly Landscapes" program, or an approved equivalent.
- (b) Private, non-commercial applicators are encouraged to follow the recommendations of the University of Florida IFAS Florida Yards and Neighborhoods program when applying fertilizers.

Sec. 28-~~1347~~. Licensing of commercial applicators.

- (a) Prior to 1 January 2020, all commercial applicators of fertilizer within the incorporated area of the city, shall abide by and successfully complete training and continuing education requirements in the "Florida-friendly Best Management Practices for Protection of Water Resources by the Green Industries", offered by the Florida Department of Environmental Protection through the University of Florida IFAS "Florida Friendly Landscapes" program, or an approved equivalent program. Such proof of training shall be required prior to obtaining ~~a Leesburg Local Business Tax Certificate for~~ any category of occupation which may apply any fertilizer to turf and/or landscape plants. Commercial Fertilizer Applicators shall provide proof of completion of the program to the Leesburg Tax Collector's office within one hundred eighty (180) days of the effective date of this chapter.
- (b) After 31 December, 2019, all commercial applicators of fertilizer within the incorporated area of the city, shall have and carry in their possession at all times when applying fertilizer, evidence of certification by the Florida Department of Agriculture and Consumer Services as a Commercial Fertilizer Applicator per 5E-14.117(18) F.A.C.
- (c) All businesses applying fertilizer to turf and/or landscape plants (including but not limited to residential lawns, golf courses, commercial properties, and multi-family and condominium properties) must ensure that at least one (1) employee has a "Florida-Friendly Best Management Practices for Protection of Water Resources by the Green Industries" training certificate prior to the business owner obtaining ~~a local business tax certificate any category of occupation which may apply any fertilizer to turf and/or landscape plants.~~ Owners for any category of occupation which may apply any fertilizer to turf and/or landscape plants shall provide proof of completion of the program to the city tax collector's office.

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Sec. 28-~~1448~~. Enforcement.

This chapter shall be enforced in the manner provided herein and in division 2 of the Leesburg Code of Ordinances, either by the special master, or through the citation process as a class III violation. Funds generated by penalties imposed under this section shall be used by Leesburg for the administration and enforcement of F.S. § 403.9337, and the corresponding sections of this chapter, and to further water conservation and nonpoint pollution prevention activities.

Section 4. Incorporation. The provisions of this ordinance are intended to be incorporated into the Code of Ordinances of the City of Leesburg, Florida, and sections of this ordinances may be renumbered, re-lettered, and the word “ordinance” may be changed to “section”, “article”, or any other phrase in order to accomplish such intention.

Section 5. Severability and Conflicts. The provisions of this ordinance are severable, and it is the intention of the City Commission of the City of Leesburg, Florida, to confer the whole or any part of the powers herein provided. If any court of competent jurisdiction shall hold any of the provisions of this ordinance unconstitutional, the decision of such court shall not impair any remaining provisions of this ordinance.

Section 6. Effective Date. This Ordinance shall take effect immediately upon its final adoption by the City of Leesburg Commission.

PASSED AND ADOPTED this ____ day of _____, 2023 by the City Commission of the City of Leesburg, Florida.

Mayor

ATTEST:

City Clerk

Approved as to form:

William Grant Watson, City Attorney

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ORDINANCE NO. 2023-_____

**AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA
AMENDING CHAPTER 28 OF THE CITY CODE OF
ORDINANCES REGARDING STORMWATER
MANAGEMENT; PROVIDING FOR INCLUSION IN THE
CODE OF ORDINANCES; PROVIDING FOR
SEVERABILITY; PROVIDING FOR CONFLICTS; AND
PROVIDING FOR AN EFFECTIVE DATE**

WHEREAS, the City of Leesburg found that the current Stormwater Management codes and regulations lacked pertinent regulations and standards; and

WHEREAS, the City of Leesburg desires to adopt codes and regulations that are clear and understandable to promote the public health, safety, convenience and welfare of its citizens; and

WHEREAS, the City of Leesburg has proposed these changes to Chapter 28, and has determined that it is appropriate and in accordance with protecting the health, safety and welfare of the community.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The above recitals are adopted and incorporated herein by reference.

Section 2. Text Amendment. Chapter 28 of the City of Leesburg Code of Ordinances shall be amended as follows:

Chapter 28 STORMWATER MANAGEMENT

Sec. 28-1. Findings.

As a result of flooding, erosion, and sedimentation caused by storm water runoff within the boundaries of Leesburg, the city commission has determined that clear and understandable code is required to prevent risk to the public health, safety, convenience and welfare of its citizens. As the city continues to promote the public health, safety, convenience and general welfare in a manner that is consistent with development, the city will continue to improve, operate and maintain the stormwater system. Accordingly, the city commission finds that management measures are required by this chapter.

Sec. 28-2. Purpose and intent.

The purpose of this chapter is to (1) preserve the water resources of the city, which are critical to the public health, safety, and welfare of its citizens, (2) control stormwater runoff so as to prevent erosion, sedimentation, and flooding, and (3) encourage recharge of the aquifer upon which the public depends for potable fresh water. This ordinance is designed to allow landowners reasonable use of their property while promoting adherence to the following requirements:

Prevent loss of life and significant loss of property due to flooding; to protect, restore and maintain the chemical, physical, and biological quality of ground and surface waters; to encourage productive and enjoyable harmony between humanity and nature; to prevent individuals, business entities, and governmental entities from causing harm to the community by activities which adversely affect water resources; to encourage the protection of wetlands and other natural systems and the use of those natural systems in ways which do not impair their beneficial functioning; to minimize the transport of sediments and pollutants to surface waters; to protect, restore and maintain the habitat of fish and wildlife; to perpetuate natural groundwater recharge; to encourage the use of drainage systems which minimize the consumption of electrical energy or petroleum fuels to move water, remove pollutants, or maintain the system; to assure the attainment of these objectives by requiring approval and implementation of water management plans for all activities which may have an adverse impact upon groundwater and surface water, and to reinforce the directives associated with St. Johns River Water Management District.

Sec. 28-3. Definitions.

For this chapter, the following terms shall have the meanings set forth in this section unless the context clearly indicates otherwise.

Administrator means the city manager, or an administrative official of city government designated by the city manager to administer and enforce the provisions of this chapter.

Application or *apply* means the actual physical deposit of fertilizer to turf or landscape plants.

Applicator means any Person who applies fertilizer on turf and/or landscape plants in the city.

Board or *governing board* means the city commission.

Best management practices means turf and landscape practices or combination of practices based on research, field-testing, and expert review, determined to be the most effective and practicable on-location means, including economic and technological considerations, for improving water quality, conserving water supplies and protecting natural resources. Best management practices include, but are not limited to: treatment facilities to remove pollutants from stormwater; operating and maintenance procedures; facility management practices to control runoff, spillage or leaks of non-stormwater, waste disposal, and drainage from materials storage; erosion and sediment control practices; and the prohibition of specific activities, practices, and procedures and such other provisions as the city determines appropriate for the control of pollutants or flooding.

Clean Water Act directly refers to the federal Water Pollution Control Act (reference) and any subsequent amendments thereto.

Code enforcement officer, official, or inspector means any designated employee or agent of the city whose duty it is to enforce codes and ordinances enacted by the city commission.

Commercial fertilizer applicator, except as provided in F.S. § 482.1562(9) means any person who applies fertilizer for payment or other consideration to property not owned by the person or firm applying the fertilizer or the employer of the applicator.

Construction activity means any activity subject to NPDES construction permits. These include construction projects resulting in land disturbance of one (1) acre or more. Such activities include but are not limited to clearing and grubbing, grading, excavating, and demolition.

Fertilize, fertilizing, or fertilization means the act of applying fertilizer to turf, specialized turf, or landscape plants.

Fertilizer means any substance or mixture of substances that contains one (1) or more recognized plant nutrients and promotes plant growth, or controls soil acidity or alkalinity, or provides other soil enrichment, or provides other corrective measures to the soil.

Guaranteed analysis means the percentage of plant nutrients or measures of neutralizing capability claimed to be present in a fertilizer.

Hazardous materials means any material, including any substance, waste, or combination thereof, which because of its quantity, concentration, or physical, chemical, or infectious characteristics may cause, or significantly contribute to, a substantial present or potential hazard to human health, safety, property, or the environment when improperly treated, stored, transported, or disposed.

Illegal discharge means any direct or indirect non-stormwater discharge to the storm drain system, except:

- (1) Stormwater, as defined in 40 CFR Part 122.26 (b)(13).
- (2) Water line flushing;
- (3) Landscape irrigation;
- (4) Diverted stream flows;
- (5) Rising groundwater;
- (6) Uncontaminated groundwater infiltration (as defined in 40 CFR 35.2005(20) to separate storm sewers;
- (7) Uncontaminated pumped groundwater;
- (8) Discharges from potable water sources;
- (9) Foundation drains;
- (10) Air conditioning condensate;
- (11) Irrigation water;
- (12) Springs;
- (13) Water from crawl space pumps;
- (14) Footing drains;
- (15) Lawn watering;
- (16) Individual residential car washing;
- (17) Flows from riparian habitats and wetlands;
- (18) Dechlorinated swimming pool discharges; to include, but not limited to, fountain backwash and cleaning agents.
- (19) Street wash waters resulting from normal street cleaning operations;
- (20) Discharges or flows from emergency firefighting activities.

Illicit connections are defined as any of the following:

- (1) Any drain or conveyance, whether on the surface or subsurface, which allows an illegal discharge to enter the storm drain system including but not limited to any conveyances which allow any non-stormwater-discharge including sewage, process wastewater, and wash water to enter the storm drain system and any connections to the storm drain system from indoor drains and sinks, regardless of whether said drain or connection had been previously allowed, permitted, or approved by a government agency; or
- (2) Any drain or conveyance connected from a commercial or industrial land use to the storm drain system which has not been documented in plans, maps, or equivalent records and approved by the city.

Industrial activity means any activity that is subject to NPDES industrial permits as defined in 40 CFR Section 122.26 (b)(14)

Institutional applicator means any person, other than a private, non-commercial or a commercial applicator (unless such definitions also apply under the circumstances), that applies fertilizer for the purpose of maintaining turf and/or landscape plants. Institutional applicators shall include, but shall not be limited to, owners, managers or employees of public lands, schools, parks, religious institutions, utilities, industrial or business sites and any residential properties maintained in condominium and/or common ownership.

Landscape plant means any native or exotic tree, shrub, or groundcover (excluding turf).

Lot grading means the movement, extraction, and/or placement of soils within the limits of an individual residential lot or parcel boundary.

Low maintenance zone means an area a minimum of ten (10) feet wide adjacent to water courses which is planted and managed in order to minimize the need for fertilization, watering, mowing, etc.

National Pollutant Discharge Elimination System (NPDES) stormwater discharge permits means any general, group, or individual stormwater discharge permits which regulate facilities defined in federal NPDES regulations pursuant to the Clean Water Act.

Non-stormwater discharge means any discharge to the storm drain system that is not composed entirely of stormwater.

Person means any natural person, business, corporation, limited liability company, partnership, limited partnership, association, club, organization, and/or any group of people acting as an organized entity.

Pollutant means anything which causes or contributes to pollution. Pollutants may include, but are not limited to: paints, varnishes, and solvents; oil and other automotive fluid; non-hazardous liquid and solid wastes and yard wastes; refuse, rubbish, garbage, litter, or other discarded or abandoned objects, articles, and accumulations, so that same may cause or contribute to pollution; floatables; pesticides, herbicides, and fertilizers; hazardous substances and wastes; sewage, fecal coliform and pathogens; dissolved and particulate metals; animal wastes, wastes and residues that result from constructing a building or structure (including but not limited to sediments, slurries, and concrete rinsates); and noxious or offensive matter of any kind.

Pollution means the human-made or human-induced alteration of the quality of waters by waste to a degree which unreasonably affects, or has the potential to unreasonably affect, either the water for beneficial uses or the facilities which serve these beneficial uses.

Premises means any building, lot, parcel of land, or portion of land whether improved or unimproved including adjacent sidewalks and parking strips.

Prohibited application period means the period during which a flood watch or warning, or a tropical storm watch or warning, or a hurricane watch or warning is in effect for any portion of the city, issued by the National Weather Service, or if rainfall greater than two (2) inches in a 24-hour period is likely.

Leesburg Approved Best Management Practices Training Program means a training program approved per F.S. § 403.9338, or any more stringent requirements set forth in this Article that includes the most current version of the Florida Department of Environmental Protection's "Florida-friendly Best Management Practices for Protection of Water Resources by the Green Industries, 2008," as revised, and approved by the city manager.

Saturated soil (field capacity) means a soil in which the voids are filled with water. Saturation does not require flow. For the purposes of this chapter, soils shall be considered saturated if standing water is present or the pressure of a person standing on the soil causes the release of free water.

Slow release, controlled release, timed release, slowly available, or water insoluble nitrogen means nitrogen in a form which delays its availability for plant uptake and use after application, or which extends its availability to the plant longer than a reference rapid or quick release product.

Storm drain system means Publicly-owned facilities operated by the city by which stormwater is collected and/or conveyed, including but not limited to any roads with drainage systems, municipal streets, gutters, curbs, inlets, piped storm drains, pumping facilities, retention and detention basins, natural and human-made or altered drainage channels, reservoirs, and other drainage structures which are within the city and are not part of a publicly owned treatment works as defined in 40 CFR Section 122.2

Stormwater means any surface flow, runoff, and drainage consisting entirely of water from rain storm events.

Turf, sod, or lawn means a piece of grass-covered soil held together by the roots of the grass.

Urban landscape means pervious areas on residential, commercial, industrial, institutional, highway rights-of-way, or other nonagricultural lands that are planted with turf or horticultural plants. For the purposes of this section, agriculture has the same meaning as in F.S. § 570.02.

Sec. 28-4. Applicability.

This chapter shall be applicable to and shall regulate all water entering the storm drain system generated on any developed or undeveloped lands lying within the City of Leesburg including any amendments or revisions thereto. This chapter shall be prospective only, and shall not impair any existing contracts

Sec. 28-5. Permit Requirements

- (a) No person shall conduct a development activity, or subdivide or make any change in the use of land, or construct any stormwater management system or structure, or change in the size of an existing structure or system, except as exempted in section 28-6, without first obtaining the required permits from the city's engineer or designated department.
- (b) The requirements of this section shall be implemented, and shall be satisfied completely, prior to:
 - (1) Final subdivision plat approval;
 - (2) Issuance of a certificate of occupancy on approved site plan projects; and
 - (3) Final inspection for all other projects.
- (c) Approval of the stormwater management permit shall be contingent on approval of any required Management and Storage of Surface waters (MSSW) permit from the St. Johns River Water Management District but will not result in automatic approval of the stormwater management permit by the city engineer or designated department.
- (d) For the purposes of this section, the following activities may alter or disrupt stormwater runoff patterns and shall, therefore, unless exempt in accordance with section 28-6 require a permit prior to the initiation of any project:
 - (1) Clearing and/or construction for the drainage of land;
 - (2) Replatting recorded subdivisions and the development of recorded and unrecorded subdivisions;
 - (3) Changing the use of land and/or the construction of a structure;
 - (4) Changing the size of one (1) or more structures;
 - (5) Altering shorelines or banks of water bodies;
 - (6) Reserved;
 - (7) Using natural or artificial water bodies for stormwater management purposes.

Sec. 28-6. Exemptions

For the purposes of this section, the following activities shall be exempted from further consideration under the provisions of this section. However, these exemptions do not preclude the need to comply with other chapters of this Code.

- (1) *Residential parcel exemption.* Residential parcels where such parcels are part of an overall subdivision which has been approved in accordance with other chapters of this Code.
- (2) *Agricultural exemptions.*
 - (a) Facilities for agricultural lands, provided those facilities are part of an approved conservation plan by the soil conservation service, however, if the conservation plan is not implemented according to its terms, this exemption shall be void.
 - (b) In determining whether an exemption is available to a person engaged in the occupation of agriculture, the purpose of the topographic alteration must be consistent with the practice of the agriculture and such alteration may not be for the sole or

predominant purpose of impounding or obstructing surface waters. The following activities, structures, and water bodies are considered as having impoundment or obstruction of surface waters as a primary purpose:

- (1) When such practice would cause diverted water to flow directly onto the property of another landowner;
 - (2) Floodwater retarding structure;
 - (3) Irrigation pit or regulating reservoir;
 - (4) Pond;
 - (5) Structure for water control;
 - (6) Regulating water in drainage systems; and
 - (7) Pumping plant for waters control, when used for controlling water levels on land.
- (c) Other practices which are constructed and operated in compliance with soil conservation service standards and approved by the Lake County Soil and Water Conservation District are presumed to be consistent with the practice of agriculture.
- (3) Emergency Exemption. Emergency maintenance work performed for the protection of public health and welfare.
- (4) Maintenance Exemption. Any maintenance to an existing system made in accordance with permitted plans and specifications.

Sec. 28-7. Performance criteria.

Stormwater management permit applications shall be approved by the city engineer or appropriate department when it is demonstrated to the satisfaction of the city engineer or designee that the proposed development activity has been planned and designed, and shall be constructed and maintained, to meet the performance criteria described herein. The stormwater management system design shall conform to the stormwater performance and criteria in sections 28-7 and 28-8.

- (1) All developments within a riverine flood hazard shall be designed to maintain the flood carrying capacity of the floodway such that the base flood elevations are not increased, either upstream or downstream.
- (2) All residential and nonresidential structures constructed in the 100-year floodplain shall have the finished floor of the building elevated a minimum of one and one-half (1.5) feet above the elevation of the 100-year flood and twelve (12) inches above the crown of the street. For industrial development, flood proofing may be substituted in lieu of elevating the finished floor.
- (3) Development shall not result in an increase in the 100-year flood elevation. **No fill shall be allowed to be placed in the 100-year floodplain without an equivalent volume of soil removed to compensate for the loss of flood storage.** Compensating storage is to be determined by the volume of material removed above the ordinary high-water table and below the 100-year flood elevation established for that area. Fill placed in the 100-year floodplain shall not reduce the flow rate.

- (4) Projects shall be designed so that stormwater discharges meet, at a minimum, the water quality criteria set forth by the St. Johns River Water Management District and the City of Leesburg in order to achieve the state water quality standards established by the Florida Department of Environmental Protection.
- (5) The volume of retention to be provided for the project site shall not be less than that generated from a three- and one-half inch, one-hour storm event. The recovery time for the retained volume shall be less than seventy-two (72) hours.
- (6) The peak rate of flow of the discharge hydrology for the project site shall not exceed the pre-development peak rate flow for the range of storms specified in the city stormwater performance and design criteria of sections 28-6 and 28-7, if the project area is not contributory to a landlocked area with no positive outlet. When the project area is contributory to a landlocked area with no positive outlet, the project shall provide extended detention for the difference in volume of stormwater discharge for pre-development conditions from the 25-year, 96-hour storm event.
- (7) The stormwater management system shall not create an adverse impact to upstream or downstream areas. Off-site areas which discharge to or across a site proposed for development shall be accommodated in the stormwater management plans for the development. No stormwater management permit application shall be approved until the applicant demonstrates that the runoff from the project shall not overload or otherwise impact any downstream areas.
- (8) The stormwater management system shall not cause adverse environmental impacts to wetlands, fish, wildlife, or other natural resources.
- (9) Wetlands shall not be used for stormwater treatment.
- (10) Wetlands shall not be used to attenuate runoff peak rates except for isolated wetlands which are wholly-contained on site, provided that the utilization of the wetlands for stormwater attenuation does not disrupt the normal range of water level fluctuation as it existed prior to construction of the wetland discharge facility.
- (11) All proposed stormwater management systems shall be designed to prevent flooding, promote safety, and minimize health standards.
- (12) All stormwater management systems shall be designed to reduce the pollution of surface water and groundwater resources by stormwater, control erosion, and provide for recharge where appropriate. The city engineer or designated department, while enforcing standards set for pollution and sedimentation control, may encourage or request innovative approaches to control pollution and erosion, and to provide for recharge. In ditches with a grade equal to or greater than two (2) percent and/or sidewall slopes greater than 3:1 all disturbed areas shall be sodded. A minimum two-foot wide sod strip shall be required adjacent to all paved streets and around all stormwater structures, regardless of grade.

Sec. 28-8. Clearing and grading standards.

No site clearing shall take place on any subject property to an approved site development plan until a permit has been issued to do so by the city engineer or designated city representative. Lot grading shall not adversely affect surrounding or downstream wetlands, floodplains or

neighboring property. The volume, rate, and quality of stormwater runoff shall be consistent with conditions prior to the lot grading, or consistent with approved site or lot grading plans. Standard practices shall be used to prevent erosion and the depositing of water and soils off-site. This shall also include the protection of bare soils from wind forces. Factors which influence erosion potential include soil characteristics, vegetative cover, topography, and climatic conditions. The following measures must be considered in planning and undertaking construction within a development.

- (a) Plan the development to fit the topography, soils, and drainage patterns;
- (b) Limit clearing area to the smallest possible areas;
- (c) Schedule areas with greatest erosion potential for dry, rather than wet, season exposure;
- (d) Immediately vegetate with sod, seed, mulch, or other equivalent forms of landscaping in all exposed areas;
- (e) Apply perimeter controls, such as silt fence, berms, or staked hay bales to protect area from off-site runoff and to trap eroded materials on-site to prevent sedimentation in downstream areas;
- (f) Provide an adequate source of water for application to dry exposed soil in order to prevent wind erosion during construction.
- (g) Implement thorough maintenance and follow-up programs.

Sec. 28-9. Lot grading plans.

A plan must be prepared and submitted to the city engineer or designated department with the permit application. The plan must include consideration of the site-specific erosion potential, including slopes, soil erodibility, vegetative cover, and runoff characteristics. The following is a listing of the information which must be included in the plan, to be shown on the construction or alteration plans, detail sheets, or other appropriate documents.

- (a) The plan must be submitted and approved prior to the start of lot grading. The plan shall identify the federal Housing Agency grading type used.
- (b) The plan shall be submitted and approved prior to the start of any lot grading that would impact flood zones or wetlands.
- (c) The plan submittal shall be from a Florida licensed professional landscape architect, surveyor, or engineer showing existing elevations and proposed elevations for finished floor, and proposed lot grading. Spot elevations for existing and proposed grades shall be required at property corners and the street centerline, and must detail a proposed drainage pattern. If necessary in order to evaluate impacts to adjacent lots or properties, as determined by the City manager or designated city representative, a partial topography survey (spot elevations) that includes adjacent lots shall be required.
- (d) The plan must show the existing and proposed topography, and also demonstrate the stormwater runoff will be managed to not adversely affect adjacent or nearby properties;
- (e) Swales shall be required to divert runoff around any structure so as not to adversely impact the structure, adjacent property owners, open water bodies, or wetlands;

- (f) A general description of predominant soil types on site, and the corresponding erodibility potential as described by the appropriate soil survey information or on-site investigation; Schedule and general description of each construction phase of the project. At a minimum, the following applicable phases must be addressed: clearing, excavation earthwork, embankment earthwork, site utilities, roads, site grading, and stabilization. The schedule must include estimated starting date and duration. Description must include limits of area impacted by each phase; and
- (g) For each phase a description is required for individual erosion control measures, which are required to be shown on construction plans or detail sheets.
 - (1) Estimated date of installation and removal;
 - (2) Location;
 - (3) Purpose of measure and areas served;
 - (4) Detailed construction drawings and specifications;
 - (5) Operation and maintenance schedule;
 - (6) All documentation including referenced design standards and specifications.
- (h) Upon completion of ground disturbances on a residential or commercial site, a topographical survey must be obtained and then reviewed by a state of Florida licensed civil engineer to determine the final grade conforms with the approved grading and drainage plans. No variances greater than 1 percent shall be allowed. These findings must be submitted to the appropriate city department prior to an issuance of any certificate of occupancy.
- (i) For special circumstances where mass grading may be permitted, developers must include the following along with their site plan.
 - (1) All required NPDES best management practices for erosion control;
 - (2) SJRWMD and FDEP requirements applicable to the environmental resource permits.
 - (3) The CLOMR or addendum CLOMR (Conditioned Letter of Map Revision)

Erosion control measures must be taken to prevent detachment and transportation of soil particles. The property owner or his designee shall not adversely impact aquatic vegetation within the wetland littoral zone located between the upland area and the ordinary high-water line. No such vegetation shall be disturbed without the required state and federal regulatory agency permits.

The property owner or his agent shall acquire the necessary permits, if applicable, from all relevant governing and regulatory agencies.

Turbidity barriers must remain in place at all locations until construction is completed and all soils are stabilized and vegetation has been established. Thereafter, the property owner will be responsible for the removal of the barriers.

The property owner or his agent must implement and operate all erosion and sediment control measures required to retain sediment on-site and to prevent violations of water quality standards as specified in this chapter. If construction is scheduled to occur within open water areas, turbidity curtains must be correctly placed to control sedimentation and turbidity within the water body. The

property owner or his agent is encouraged to use appropriate best management practices for erosion and sediment control.

Sec. 28-10. Construction site waste container.

The city shall not issue a building permit to construct, renovate, or demolish any building unless the person applying for the permit maintains at the construction site a trash container approved by the city's appropriate department or designated representative. The appropriate department or designated representative shall approve all trash containers at the time the building permit is issued. Any person aggrieved by the decision of the department or city representative shall have a right to appeal to the city commission. If an appeal is filed, the city commission shall hold a public hearing to approve or disapprove the mayor's decision. The decision of the city commission shall be final.

Sec. 28-11. Construction site waste container maintenance.

All trash containers approved by the city's appropriate department or designated representative shall be maintained at the construction site until all construction is completed. Construction debris shall be placed in the trash container. No person shall dispose of construction debris except in an approved container. Filled trash containers shall be promptly delivered to a commercial garbage hauler or removed to an authorized disposal facility.

Sec. 28-12. Dedication of drainage easements and right-of-way.

- (a) Drainage easements or right-of-way, as specified by the city, shall be conveyed by the owner at no expense to the city for the stormwater facilities within the development.
- (b) When a proposed drainage system will carry water across private land outside the development, off-site drainage easements shall be secured by the owner or applicant and indicated on the plat, or in a separate recorded document approved by the city.
- (c) When a development is transversed by a watercourse or open channel, the applicant shall provide a drainage-right-of-way conforming substantially to the line of such watercourse or open channel, which shall be a minimum width, as specified by the city. Wherever possible, drainage shall be maintained by an open channel with landscaped banks with adequate width for the maximum potential volume of flow.
- (d) Drainage right-of-way shall include suitable access (minimum fifteen-foot width) as specified by the city for maintenance equipment access from public-right-of-way.
- (e) All drainage rights-of-way or easements, both on-site and off-site, shall be recorded on a final plat or a separate recorded document approved by the city.

Sec. 28-13. Maintenance

- (a) The city engineer or designated department shall approve a written maintenance plan upon a finding that the plan meets the terms of this section. The written operation and maintenance plan shall contain the information in this section as the minimum criteria that shall be accepted by the city engineer or designee. The maintenance plan shall include:
 - (1) Demonstration of the ability of an entity to provide adequate maintenance;
 - (2) Written agreement of acceptance of an entity to maintain the facility;

- (3) Specific maintenance activities to be performed;
 - (4) Frequency of maintenance activity; and
 - (5) Measurable objective of maintenance activity.
- (b) The installed stormwater system shall be maintained by a legal entity responsible for maintenance. All stormwater management permit applications shall contain documentation sufficient to demonstrate that the operation and maintenance entity is the legal entity empowered and obligated to perpetually maintain the stormwater management facilities. The city considers the following entities acceptable to operate and maintain stormwater management facilities:
- (1) Local government units including the city, county, other municipalities or municipal servicing tax units.
 - (2) Florida Statutes, Water control districts or drainage districts, Special Assessment Districts.
 - (3) Nonprofit corporations including homeowners associations, property owners associations, condominium associations, or master associations under certain conditions which ensure that the corporation has the financial, legal, and administrative capability to provide for the long-term operation and maintenance of facilities.
 - (4) The property owner or developer as permittee is normally not acceptable as a responsible entity, especially when the property is to be sold to various third parties. However, the property owner or developer may be acceptable under one (1) of the following circumstances:
 - a. The property is wholly owned by permittee and the ownership is intended to be retained. This would apply to a farm, corporate office, single industrial facility, for example.
 - b. The ownership of the property is retained by the permittee and is either leased to third parties (such as in some shopping centers) or rented to third parties (such as in some mobile parks), for example.
- (c) The stormwater management system to be maintained by the legal entity shall have adequate easements to permit the city to inspect and, if necessary, to take corrective action should the legal entity fail to maintain the system properly.
- (d) Maintenance of stormwater facilities shall allow the stormwater management system to perform as originally designed and permitted by the city and other appropriate governmental agencies as set forth in the written plan.
- (e) Maintenance shall include compliance with city building and construction codes, and all other acceptable city codes.
- (f) Nonprofit corporations shall annually report to the city the maintenance performed during the year and demonstrate their financial capability to provide the required maintenance for the coming year. This shall be done to reflect compliance with their written maintenance plan.

- (g) The legal entity shall execute and record a document acceptable to the city attorney which defines its authority and responsibility for maintenance of the stormwater management system, defines how maintenance is to be performed, defines the funding mechanisms for the required maintenance, and provides a legal mechanism assuring the perpetuation of the maintenance.
- (h) In order to assure maintenance during a two-year maintenance period, security shall be submitted before acceptance of the constructed facilities. The security shall be in the form of an approved financial instrument which may include, but not limited to, cash or performance bonds and letters of credit. The amount of security shall be as required by Leesburg Code of Ordinances. The security shall be released at the end of the two-year period upon inspection which confirms that the system has been properly maintained and is operating in accordance with the approved construction plans.

Sec. 28-14. Inspections.

Subsequent to the permittee satisfying the requirements of 28-8 and 28-9, other applicable sections and the issuance of the appropriate permit, the permittee shall, during construction, arrange and schedule the following inspections by the city engineer or designee:

- (1) During clearing operation and excavation to ensure the effective control practices relative to erosion and sedimentation are being followed.
- (2) All underground conveyance and control structures prior to backfilling.
- (3) Final inspection when all systems required by the permittee's approved stormwater management plan have been installed.
- (4) The professional engineer for the project shall submit a signed and sealed set of as-built plans on reproduceable drawing sheets and CAD files, to certify the system has been constructed as designated and satisfies all conditions of the stormwater management permit. Where changes have been made to the stormwater management system which deviate from the approved construction plans, the professional engineer shall submit supporting documentation with the as-built plans which proves that the stormwater systems follow compliance with this section.
- (5) Maintenance and compliance inspections of stormwater management systems shall be conducted on a routine, periodic basis, as deemed appropriate by the city, or as complaints arise concerning the system. By seeking and obtaining a permit under this section, the operator and owner shall be deemed to have consented to inspections by the city and other appropriate regulatory agencies or city engineer or designees upon presentation of proper identification by the representative(s) of the agency(s) conducting the inspection.

Sec. 28-15. Enforcement

If the city engineer or appropriate department determines that the project is not being carried out in accordance with the approved plan, or if any project subject to this chapter is being carried out without a permit, the city engineer is authorized to:

- (1) Give the legal entity written notice of this corrective action required to be taken. Should the legal entity fail within thirty (30) days of the date of the notice to complete such corrective action, the city may enter upon the property, take the necessary corrective action, bill the violator and, if the bill is not paid within ninety (90) days, file a lien upon the property for the cost of such corrective action.
- (2) The city may take appropriate corrective action in the event of an emergency situation which endangers persons or property or both as determined to exist by the city engineer or designated city representative.
- (3) Issue written notice to the permittee specifying the nature and location of the alleged noncompliance, with a description of the remedial actions necessary to bring the project into compliance within five (5) working days.
- (4) Issue a stop-work order directing the permittee or persons in possession to cease and desist all or any portion of work which violates the provisions of this chapter if the remedial work is not completed within the specified time. The permittee shall then bring the project into compliance.
- (5) In the case where the project does not meet the standards included in this chapter, the city can elect to inspect or hire a contract inspector to make the determination of compliance with FDEP requirements. In the event of a reinspection due to non-compliance, the developer and site builder shall incur the expense. These fees will be assessed on an individual inspection basis, and will vary depending on the square footage on the total area being inspected.

Sec. 28-16. Emergency exemption.

- (a) This chapter shall not be construed to prevent the doing of any act necessary to prevent material harm to or destruction of real or personal property as a result of a present emergency, including, but not limited to, fire, infestation by pests, or hazards resulting from violent storms or hurricanes or when the property is in imminent peril and the necessity of obtaining a permit is impractical and would cause undue hardship in the protection of the property.
- (b) A report of any such emergency action shall be made to the city engineer or designated representative by the owner or person in control of the property upon which the emergency action was taken as soon as practicable, but no more than five (5) days following such action. Remedial action may be required by the city subject to appeal to the city commission in the event of a dispute.

Sec. 28-17. Variances.

When an applicant can show that, due to no fault of his own, but, because of strict interpretation of this chapter, a hardship has been created, the board of appeals may grant a variance to any of the requirements of this chapter, in accordance with this Code.

Sec. 28-18. Appeals.

The board of appeals shall have the power and authority to hear and decide appeals when it is alleged that there is error in any order, requirement, decision, or determination made by the city engineer or designee in the administration of this chapter, to determine whether the

administration determination appeal form was correct or not, and if not, to make proper determination.

Sec. 28-19. Violations and penalties.

The following penalties shall be available in the event of a violation of the provisions of this chapter in the City of Leesburg Municipal Code, or any other applicable laws, rules, or regulations or permits.

- (1) *Enforcement.* All violations of the terms and conditions of the approved stormwater management system permit, this chapter, or any other chapter, rule, regulation, or law may be enforced by enforcement action of the city code enforcement board.
- (2) *Civil or criminal enforcement.* Nothing in this chapter precludes the city from seeking immediate injunctive relief or taking such other lawful action, including but not limited to, forfeiture of the financial security held by the city to prevent or remedy any violation of any approved stormwater management system permit, or any violation of the terms of this or any other city code, or any other law, rule, or regulation. Violation of any of the terms and conditions of any approved stormwater management system permit, or any of the terms and conditions of this chapter, may be prosecuted as provided in Florida Statutes.
- (3) *Cumulative effect.* The penalties provided for herein are cumulative. Use of one (1) method of enforcement shall not preclude the city from using other methods of enforcement for the same violation.

Sec. 28-20. Responsibility of the administration.

A city appointed representative shall administer, implement, and enforce the provisions of this section. Any powers granted or duties imposed upon the representative may be delegated in writing by said representative to persons or entities acting in the beneficial interest of or in the employ of the city.

Sec. 28-21. Ultimate responsibility of discharger.

The standards set forth herein and promulgated pursuant to this section are minimum standards; therefore, this section does not intend nor imply that compliance by any person will ensure that there will be no contamination, pollution, nor unauthorized discharge of pollutants into waters of the U.S. caused by said person. This section shall not create liability on the part of the City of Leesburg, or any agent or employee thereof for any damages that result from any discharger's reliance on this section or any administrative decision lawfully made hereunder.

Sec. 28-22. Prohibition of illegal discharges.

No person shall discharge or cause to be discharged into the municipal storm drain system or water courses any materials, including but not limited to pollutants or waters containing any pollutants that cause or contribute to a violation of applicable water quality standards, other than stormwater. The commencement, conduct or continuance of any illegal discharge to the storm drain system is prohibited. The activities prohibited hereby are described, in part, as follows:

- (1) Sanitary wastewater.
- (2) Effluent from septic tanks.
- (3) Car wash wastewaters, except as specifically exempted herein.
- (4) Improper oil disposal.
- (5) Antifreeze and other automotive products.
- (6) Sump pump discharges.
- (7) Laundry wastewaters.
- (8) Spills from roadway accidents.
- (9) Improper disposal of household toxics.
- (10) Petroleum products, including but not limited to oil, gasoline, and grease.
- (11) Solid waste.
- (12) Pet waste.
- (13) Chemicals.
- (14) Paints.
- (15) Soaps.
- (16) Steam cleaning wastes.
- (17) Pesticides, herbicides, or fertilizers.
- (18) Degreasers, solvents.
- (19) Heated water.
- (20) Chemically treated cooling water.
- (21) Lawn clippings, leaves, branches, etc.
- (22) Animal carcasses.
- (23) Silt.
- (24) Acids or alkalis.
- (25) Recreational vehicles waste.
- (26) Dyes (without prior permission from the appointed City of Leesburg representative).
- (27) Construction materials.

(28) Toxic or poisonous solids or liquids.

(29) Solids in such quantities or of such size as to be capable of causing interference or obstruction to the flow in the city's stormwater system.

It shall be unlawful to wash any public or private streets, buildings, sidewalks, or parking areas, unless all viable debris and sediments have been removed prior to washing. If the removal of the debris and sediments is not feasible (as determined by the appointed City of Leesburg representative), then the street, building, etc. may only be washed with the representative's prior written approval, which may include requirements to clean the affected drainage pipelines or provide treatment of wash water runoff to prevent downstream pollution. Only water may be used for washing purposes.

Violation of this section shall subject the violator to a civil penalty of not less than two hundred fifty dollars (\$250.00) nor more than five thousand dollars (\$5,000.00) per day for each day of violation. Each day of violation may constitute a separate violation.

Sec. 28-23. Prohibition of illegal connections.

- (1) The construction, use, maintenance or continued existence of illicit connections to the storm drain system is prohibited.
- (2) This prohibition expressly includes, without limitation, illicit connections made in the past, regardless of whether the connection was permissible under law or practices applicable or prevailing at the time of connection.
- (3) A person is considered to be in violation of this section if the person connects to a line conveying sewage to the MS4, or allows a connection to continue.

Sec. 28-24. Waste disposal prohibitions.

No person shall throw, deposit, leave, maintain, keep, or permit to be thrown, deposited, left, or maintained, in or upon any public or private property, driveway, parking area, street, alley, sidewalk, component of the storm drain system, or water of the U.S., any refuse, rubbish, garbage, litter, or other discarded or abandoned objects, articles, and accumulations, so that the same may cause or contribute to pollution. Wastes deposited in streets in proper waste receptacles for the purposes of collection are exempted from this prohibition.

Sec. 28-25. Discharges in violation of industrial or construction activity NPDES stormwater discharge permit.

Any person subject to an industrial or construction activity NPDES stormwater discharge permit shall comply with all provisions of such permit. Proof of compliance with said permit may be required in a form acceptable to the city's appointed representative prior to or as a condition of approving a subdivision map, site plan, building permit, or development or improvement plan; upon inspection of the facility; during any enforcement proceeding or action; or for any other reasonable cause.

Sec. 28-26. Monitoring of discharges.

- (1) *Applicability.* This section applies to all facilities that have stormwater discharges associated with industrial activity, including construction activity.
- (2) Access to facilities.

- a. The city, or other authorized enforcement agency, shall be permitted to enter and inspect facilities subject to regulations under this section as often as may be necessary to determine compliance with this section. If a discharger has security measures in force which require proper identification and clearance before entry into its premises, the discharger shall make the necessary arrangements to allow access to representatives of the authorized enforcement agency.
- b. Facility operators shall allow the city, or other authorized enforcement agency, ready access to all parts of the premises for the purposes of inspection, sampling, examination, and copying of records that must be kept under the conditions of the NPDES permit to discharge stormwater, and the performance of any additional duties as defined by state and federal law.
- c. The city, or authorized enforcement agency, shall have the right to set up on any facility such devices as are necessary in the opinion of the authorized enforcement agency to conduct monitoring and/or sampling of the facility's stormwater discharges.
- d. The city, or other authorized enforcement agency, has the right to require the discharger to install monitoring equipment as necessary. The facility's sampling and monitoring equipment shall be maintained at all times in a safe and proper operating condition by the discharger at its own expense. All devices used to measure stormwater flow and quality shall be calibrated to ensure their accuracy.
- e. Any temporary or permanent obstruction to safe and easy access to the facility to be inspected and/or sampled shall be promptly removed by the operator at the written or oral request of the city, or other authorized enforcement agency, and shall not be replaced. The cost of clearing such access shall be borne by the operator.
- f. If the city, or other authorized enforcement agency, has been refused access to any part of the premises from which stormwater is discharged, and he/she is able to demonstrate probable cause to believe that there may be a violation of this section, or that there is a need to inspect and/or sample as part of a routine inspection and sampling program designed to verify compliance with this section or any order issued hereunder, or to protect the overall public health, safety, and welfare of the community, then the authorized enforcement agency may seek issuance of a search warrant from any court of competent jurisdiction.

Sec. 28-27. Requirement to prevent, control, and reduce stormwater pollutants.

- (1) *Authorization to adopt and impose best management practices.* The city may adopt requirements identifying best management practices for any activity, operation, or facility which may cause or contribute to pollution or contamination of stormwater, the storm drain system, or waters of the U.S. as a separate BMP Guidance Series. Where best management practices requirements are promulgated by the city or any federal, state, or regional agency for any activity, operation, or facility which would otherwise cause the discharge of pollutants to the storm drain system or water to the U.S., every person undertaking such activity or operation, or owning or operating such facility shall comply with the requirements. The city's appointed representative will report to the City Manager

and Public Works Director annually on the status of implementation of BMPs, the pollutants of concern to be addressed the next year, and any new BMPs to be developed.

- (2) *New development and redevelopment.* The city may adopt requirements identifying appropriate best management practices to control the volume, rate, and potential pollutant load of stormwater runoff from new development and redevelopment projects as may be appropriate to minimize the generation, transport and discharge of pollutants. The city shall incorporate such requirements in any land use entitlement and construction or building-related permit to be issued relative to such development or redevelopment. The owner and developer shall comply with the terms, provisions, and conditions of such land use entitlements and building permits as required in this section.
- (3) Responsibility to implement best management practices. Notwithstanding the presence or absence of requirements promulgated pursuant to subsections (1) and (2), and person engaged in activities or operations, or owning facilities or property which will or may result in pollutants entering stormwater, the storm drain system, or waters of the U.S. shall implement best management practices to the extent they are technologically achievable to prevent and reduce such pollutants. The owner or operator of a commercial or industrial establishment shall provide reasonable protection from accidental discharge of prohibited materials or other wastes into the municipal storm drain system or watercourses. Facilities to prevent accidental discharge of prohibited materials or other wastes shall be provided and maintained at the owner or operator's expense. Best management practices required by the city can be obtained by the city's appointed representative.

Sec. 28-28. Requirement to eliminate illegal discharges.

The city's appointed representative may require by written notice that a person responsible for an illegal discharge immediately, or by a specified date, discontinue the discharge and, if necessary, take the measures to eliminate the source of the discharge to prevent the occurrence of future illegal discharges.

Sec. 28-29. Requirement to eliminate or secure approval for illicit connections.

- (1) The city's appointed representative may require by written notice that a person responsible for an illicit connection to a storm drain system comply with the requirements of this section to eliminate or secure approval for the connection by a specified date, regardless of whether or not the connection or discharges to it had been established or approved prior to the effective date of this section.
- (2) If, subsequent to eliminating a connection found to be in violation of this section, the responsible person can demonstrate that an illegal discharge will no longer occur, said person may request city approval to reconnect. The reconnection or reinstallation of the connection shall be the responsible person's request.

Sec. 28-30. Watercourse protection.

Every person owning property through which a watercourse passes, or such person's lessee, shall keep and maintain that part of the watercourse within the property reasonably free of trash, debris, excessive vegetation, and other obstacles that would pollute, contaminate, or significantly

retard the flow of water through the watercourse. In addition, the owner or lessee shall maintain existing privately-owned structures within or adjacent to the watercourse, so that structures will not become a hazard to the use, function, or physical integrity of the watercourse. The owner or lessee shall not remove healthy bank vegetation beyond that actually necessary for maintenance, nor remove said vegetation in such a manner as to increase the vulnerability of the watercourse to erosion. A permit from the FDEP may be required prior to this removal and is the responsibility of the owner lessee to obtain. The property owner shall be responsible for maintaining and stabilizing that portion of the watercourse that is within their property lines in order to protect against erosion and degradation of the watercourse originating or contributed to from their property.

Sec. 28-31. Notifications of spills.

Notwithstanding other requirements of law, as soon as any person responsible for a facility or operation, or responsible for emergency response for a facility or operation has information on any known or suspected release of materials which are resulting or may result in illegal discharges or pollutants discharging into storm water, the storm drain system, or waters from the U.S. from said facility, said person shall take all necessary steps to ensure the discovery, containment, and cleanup of such release. In the event of such a release of a hazardous material said person shall immediately notify emergency response officials of the occurrence via emergency dispatch services (911). In the event of a release of non-hazardous materials, said person shall notify the city's Public Works department in person or by phone or email no later than 5:00 p.m. on the next business day. Notifications in person or by phone or by email shall be confirmed by written notice within three (3) business days of the initial notification receipt. If the discharge of prohibited materials emanates from a commercial or industrial establishment, the owner or operator of such establishment shall also retain an on-site written record of the discharge and the actions taken to prevent its recurrence. Such records shall be retained for at least three (3) years.

Sec. 28-32. Enforcement; notice of violation.

Whenever the city, or other authorized enforcement agency, finds that a person has violated a prohibition or failed to meet a requirement of this section, the Public Works Director or other appointed City representative may order compliance by written notice of violation to the responsible person. Such notice may require without limitation:

- (1) The performance of monitoring, analyses, and reporting;
- (2) The elimination of illicit connections or discharges;
- (3) That violating discharges, practices, or operations shall cease and desist;
- (4) The abatement or remediation of storm water pollution on contamination hazards and the restoration of any affected property;
- (5) Payment of administration and remediation costs; incurred by the city in connection with the violation; and
- (6) The implementation of source control or treatment BMPs.

If abatement of a violation and/or restoration of affected property is required, the notice shall set forth a deadline within such remediation or restoration must be completed. Said notice shall further advise that, should the violator fail to remediate or restore within the established deadline, the work will be done by the city or a contractor designated city's appointed representative and the expense

thereof shall be charged to the violator. The notice shall advise the violator of the appeal rights afforded by Section 28-32.

Sec. 28-33. Appeal of notice of violation.

Notwithstanding the provisions of Code 28-32, cited personnel may appeal the determination of the city's appointed representative to the city manager. The notice of appeal must be received by the city manager within five (5) days from the date of the notice of the violation. Hearing on the appeal before the city manager or his or her designee shall take place within fifteen (15) days from the date of city's receipt of the notice of appeal. The decision of the city manager or designee shall be final.

The act of filing an appeal seeking relief from the decision of the city's designated representative shall not be reason to stay the order to eliminate illicit discharges or connections, lift an order to cease and desist violating activities, or suspend the daily accumulation of a potential fine and or imprisonment.

Sec. 28-34. Cost of abatement of the violation.

Within thirty (30) days after abatement or remediation of a violation, the city's appointed representative shall notify the property owner of the cost of abatement, including administrative costs. The property owner may file a written protest objecting to the amount of the assessment with the city clerk within ten (10) days. The city clerk shall set the matter for public hearing by the city commission. The decision of the city commission shall be set forth by resolution and shall be final. If the amount due is not paid within ten (10) days of the decision of the city commission of the expiration of the time in which to file an appeal under this section, the charges shall become a special assessment against the property and shall continue a lien on the property for the amount of the assessment. A copy of the resolution shall be turned over to the county appraiser so the amount of the assessment can be recorded against the parcel as it appears on the current assessment roll, and the tax collector shall include the amount of the assessment on the bill for taxes levied against the parcel of land.

Sec. 28-35. Violations.

It shall be unlawful for any person to violate any provision or fail to comply with any of the requirements of this section. A violation of or failure to comply with any of the requirements of this section shall constitute a misdemeanor and shall be punished as set forth below in sections 28-34 and 28-35.

Sec. 28-36. Violations deemed a public nuisance.

In addition to the enforcement processes and penalties hereinbefore provided, any condition caused or permitted to exist in violation of any of the provisions of this section is a threat to public health, safety, and welfare, and is declared and deemed a nuisance, and may be summarily abated or restored by the city at the violator's expense, and/or a civil action to abate, enjoin, or otherwise compel the cessation of such a nuisance may be taken by the city.

Sec. 28-37. Criminal prosecution.

Any person that has violated or who continues to violate this section shall be liable to prosecution to the fullest extent of the law, and shall be subject to a criminal penalty of not less than two hundred fifty dollars (\$250.00) per violation, per day and or imprisonment for one (1) day for each day that a violation continues without remediation after notification of a violation,

but not to exceed six (6) months. The city may recover all attorney's fees, court costs, administrative costs, and other expenses associated with enforcement of this section, including sampling and monitoring expenses.

Sec. 28-38. Fertilizer.

Sections 28-38 through 28-47 of this chapter regulate the proper use of fertilizers by any applicator; requires proper training of commercial and institutional fertilizer applicators; establishes training and licensing requirements; establishes a prohibited application period; specifies allowable fertilizer application rates and methods, fertilizer-free zones, low maintenance zones, and exemptions. It requires the use of best management practices which provide specific management guidelines to minimize negative secondary and cumulative environmental effects associated with the misuse of fertilizers. These secondary and cumulative effects have been observed in and on the city's natural and constructed stormwater conveyances, rivers, creeks, canals, springs, lakes, estuaries and other water bodies. Collectively, these water bodies are an asset critical to the environmental, recreational, cultural and economic well-being of city residents and the health of the public. Overgrowth of algae and vegetation hinder the effectiveness of flood attenuation provided by natural and constructed stormwater conveyances. Regulation of nutrients, including both phosphorus and nitrogen contained in fertilizer, will help improve and maintain water and habitat quality. These sections shall be applicable to and shall regulate all applicators of fertilizer and areas of application of fertilizer within the area of the city unless such applicator is specifically exempted by the terms of this chapter from the regulatory provisions of this chapter. This chapter shall be prospective only, and shall not impair any existing contracts.

Sec. 28-39. Timing of fertilizer application.

No applicator shall apply fertilizers containing nitrogen or phosphorus, or both to turf or landscape plants during the prohibited application period, or to saturated soil. The City of Leesburg prohibits the use of any fertilizers containing nitrogen or phosphorus from June 1 through September 30.

Sec. 28-40. Fertilizer free zones.

Fertilizer shall not be applied within ten (10) feet of any pond, stream, watercourse, lake, canal, or wetland as defined by the Florida Department of Environmental Protection (Chapter 62-340, Florida Administrative Code) or from the top of a seawall, unless a deflector shield, drop spreader, or liquid applicator with a visible and sharply defined edge, is used, in which case a minimum of three (3) feet shall be maintained. Newly planted turf and/or landscape plants may be fertilized in this zone only for a sixty (60) day period beginning thirty (30) days after planting if need to allow the plants to become well established. Caution shall be used to prevent direct deposition of nutrients into the water.

Sec. 28-41. Low maintenance zones.

A voluntary ten (10) foot low maintenance zone is strongly recommended, but not mandated, from any pond, stream, water course, lake, wetland or from the top of a seawall. A swale/berm system is recommended for installation at the landward edge of this low maintenance zone to capture and filter runoff. If more stringent Leesburg Code regulations apply, this provision does not relieve the requirement to adhere to the more stringent regulations. No mowed or cut vegetative material may be deposited or left remaining in this zone or deposited in the water. Care should be

taken to prevent the over-spray of aquatic weed products in this zone. Care must be taken to ensure erosion of the surface soil does not occur. Excessive erosion may be a greater pollution hazard than occasional proper applications of fertilizer.

Sec. 28-42. Fertilizer content and application rates.

- (a) Fertilizers applied to turf within the city shall be formulated and applied in accordance with requirements and directions provided by Rule 5E-1.003(2), Florida Administrative Code, Labeling Requirements For Urban Turf Fertilizers.
- (b) Fertilizer containing nitrogen or phosphorus shall not be applied before seeding or sodding a site, and shall not be applied for the first thirty (30) days after seeding or sodding, except when hydro-seeding for temporary or permanent erosion control in an emergency situation (wildfire, etc.), or in accordance with the stormwater pollution prevention plan for that site.
- (c) Nitrogen or phosphorus fertilizer shall not be applied to turf or landscape plants except as provided in (a) above for turf, or in UF/IFAS recommendations for landscape plants, vegetable gardens, and fruit trees and shrubs, unless a soil or tissue deficiency has been verified by an approved test.

Sec. 28-43. Application practices.

- (a) Spreader deflector shields are required when fertilizing via rotary (broadcast) spreaders. Deflectors must be positioned such that fertilizer granules are deflected away from all impervious surfaces, fertilizer-free zones and water bodies, including wetlands.
- (b) Fertilizer shall not be applied, spilled, or otherwise deposited on any impervious surfaces.
- (c) Any fertilizer applied, spilled, or deposited, either intentionally or accidentally, on any impervious surface shall be immediately and completely removed to the greatest extent practicable.
- (d) Fertilizer released on an impervious surface must be immediately contained and either legally applied to turf or any other legal site, or returned to the original or other appropriate container.
- (e) In no case shall fertilizer be washed, swept, or blown off impervious surfaces into stormwater drains, ditches, conveyances, or water bodies.

Sec. 28-44. Management of grass clippings and vegetative matter.

In no case shall grass clippings, vegetative material, and/or vegetative debris be washed, swept, or blown off into stormwater drains, ditches, conveyances, water bodies, wetlands, or sidewalks or roadways. Any material that is accidentally so deposited shall be immediately removed to the maximum extent practicable.

Sec. 28-45. Exemptions.

The provisions set forth above in this chapter shall not apply to:

- (1) Bona fide farm operations as defined in the Florida Right to Farm Act, F.S. § 823.14;
- (2) Other properties not subject to or covered under the Florida Right to Farm Act that have pastures used for grazing livestock;

- (3) Any lands used for bona fide scientific research, including, but not limited to, research on the effects of fertilizer use on urban stormwater, water quality, agronomics, or horticulture.
- (4) Golf courses, athletic fields and Turf managed for active recreation, whose owners implement best management practices as described in Section 5E-1.003(2)(d), F.A.C. entitled "Fertilizers Labeled, for Sports Turf at Golf Courses, Parks and Athletic Fields", as amended.

Sec. 28-46. Training.

- (a) All commercial and institutional applicators of fertilizer within the incorporated area of the city, shall abide by and successfully complete the six-hour training program in the "Florida-friendly Best Management Practices for Protection of Water Resources by the Green Industries" offered by the Florida Department of Environmental Protection through the University of Florida Extension "Florida-Friendly Landscapes" program, or an approved equivalent.
- (b) Private, non-commercial applicators are encouraged to follow the recommendations of the University of Florida IFAS Florida Yards and Neighborhoods program when applying fertilizers.

Sec. 28-47. Licensing of commercial applicators.

- (a) Prior to 1 January 2020, all commercial applicators of fertilizer within the incorporated area of the city, shall abide by and successfully complete training and continuing education requirements in the "Florida-friendly Best Management Practices for Protection of Water Resources by the Green Industries", offered by the Florida Department of Environmental Protection through the University of Florida IFAS "Florida Friendly Landscapes" program, or an approved equivalent program. Such proof of training shall be required prior to obtaining any category of occupation which may apply any fertilizer to turf and/or landscape plants. Commercial Fertilizer Applicators shall provide proof of completion of the program to the Leesburg Tax Collector's office within one hundred eighty (180) days of the effective date of this chapter.
- (b) After 31 December, 2019, all commercial applicators of fertilizer within the incorporated area of the city, shall have and carry in their possession at all times when applying fertilizer, evidence of certification by the Florida Department of Agriculture and Consumer Services as a Commercial Fertilizer Applicator per 5E-14.117(18) F.A.C.
- (c) All businesses applying fertilizer to turf and/or landscape plants (including but not limited to residential lawns, golf courses, commercial properties, and multi-family and condominium properties) must ensure that at least one (1) employee has a "Florida-Friendly Best Management Practices for Protection of Water Resources by the Green Industries" training certificate prior to the business owner obtaining any category of occupation which may apply any fertilizer to turf and/or landscape plants. Owners for any category of occupation which may apply any fertilizer to turf and/or landscape plants shall provide proof of completion of the program to the city tax collector's office.

Sec. 28-48. Enforcement.

This chapter shall be enforced in the manner provided herein and in division 2 of the Leesburg Code of Ordinances, either by the special master, or through the citation process as a class III violation. Funds generated by penalties imposed under this section shall be used by Leesburg for the administration and enforcement of F.S. § 403.9337, and the corresponding sections of this chapter, and to further water conservation and nonpoint pollution prevention activities.

Section 4. Incorporation. The provisions of this ordinance are intended to be incorporated into the Code of Ordinances of the City of Leesburg, Florida, and sections of this ordinances may be renumbered, re-lettered, and the word "ordinance" may be changed to "section", "article", or any other phrase in order to accomplish such intention.

Section 5. Severability and Conflicts. The provisions of this ordinance are severable, and it is the intention of the City Commission of the City of Leesburg, Florida, to confer the whole or any part of the powers herein provided. If any court of competent jurisdiction shall hold any of the provisions of this ordinance unconstitutional, the decision of such court shall not impair any remaining provisions of this ordinance.

Section 6. Effective Date. This Ordinance shall take effect immediately upon its final adoption by the City of Leesburg Commission.

PASSED AND ADOPTED this ____ day of _____, 2023 by the City Commission of the City of Leesburg, Florida.

Mayor

ATTEST:

City Clerk

Approved as to form:

William Grant Watson, City Attorney

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.B.1.

Meeting Date: February 13, 2023

From: Dan Miller, (Planning and Zoning Director)

Subject: An Ordinance of the City of Leesburg, Florida, annexing certain real property consisting of approximately 34.7 +/- acres, and being generally located south of State Road 44 and west of Whitney Road, lying in Section 19, Township 19 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 2; and providing an effective date. (Crossings at 44 AX)

Staff Recommendation:

The Planning and Zoning staff and the Planning Commission recommend approval of the proposed ordinance for annexation of Crossings at 44.

Analysis:

The applicant has submitted a request for annexation of approximately 34.7 +/- acres, generally located south of State Road 44 and west of Whitney Road, as shown on the attached General Location Map. At this time, the property is vacant acreage. The current zoning is Lake County A (Agriculture); the proposed zoning is City PUD (Planned Unit Development). The reason for this request is to attain water and sewer service. The proposal for the property is a mix of residential, medical and commercial uses.

The property is surrounded by Lake County A (Agriculture), Lake County CP (Planned Commercial), Lake County PUD (Planned Unit Development), and Lake County MP (Planned Industrial). Under the conditions of the PUD (Planned Unit Development) zoning case which is also on this agenda, no negative impacts are anticipated to adjacent properties.

Also, on this City Commission agenda, is a Small-Scale Comprehensive Plan Amendment, which, along with the Planned Unit Development Application, had recommendations for approval from the staff and Planning Commission at the public hearing held on January 19, 2023.

Procurement Analysis:

N/A

Options:

1. Approve the requested annexation. This would give the City jurisdiction over the use and future development of the subject site and provide for the application of City standards to this property; or
2. Disapprove the proposed annexation and allow the property to remain in the County.

Fiscal Impact:

A positive fiscal impact will result from the annexation and development of this property due to increased tax revenue added to the General Fund. Future development of the property will increase this anticipated impact.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, ANNEXING CERTAIN REAL PROPERTY CONSISTING OF APPROXIMATELY 34.7 +/- ACRES, AND BEING GENERALLY LOCATED SOUTH OF STATE ROAD 44 AND WEST OF WHITNEY ROAD, LYING IN SECTION 19, TOWNSHIP 19 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 2; AND PROVIDING AN EFFECTIVE DATE. (CROSSINGS AT 44 AX)

WHEREAS, the City Commission has received written objections, recommendations, and comments from the City of Leesburg Planning Commission, acting as the Local Planning Agenda, regarding amendment of the Comprehensive Plan of the City of Leesburg, and has made recommendations to the City Commission for approval of the Plan; and

WHEREAS, the City Commission of the City of Leesburg has held public hearings on the proposed amendment to the plan, in light of written comments, proposals and objections from the general public;

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

Section 1.

Based upon the petition of Hemant S. Khokhar (Hesko Holdings, LLC, Petitioner) for Crossings at 44 for the property hereinafter described, shall be annexed into the city limits of the City of Leesburg, Florida, 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 hereinafter described property is hereby annexed and made a part of the city limits of the City of Leesburg, Florida. The subject property lying and situated in Lake County, Florida, is more particularly described as:

Legal Description
(See Exhibit A);

Section 2.

All of the property, real and personal, within said annexed territory, described in Section 1 above, as provided by this ordinance, and the inhabitants thereof, shall be subject to the government, jurisdiction, powers, franchises, duties, and privileges of the City of Leesburg, Florida, and the said annexed property shall be liable, proportionately, for all of the present outstanding and existing, as well as future, indebtedness of the City of Leesburg, Florida; that all of the ordinances of the City of Leesburg, and all the laws heretofore passed by the Legislature of the State of Florida relating to and which now or hereafter constitute its Charter, shall apply to and have the same force and effect on such annexed

territory as if all such annexed territory had been a part of the City of Leesburg, Florida, at the time of the passage and approval of said laws and ordinances. The property annexed here by is assigned to City Commission District 2;

Section 3.

All ordinances or parts of ordinances in conflict with any of the provisions of this ordinance are hereby repealed;

Section 4.

This ordinance shall become effective immediately upon approval at second reading.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the _____ day of _____ 2023.

THE CITY OF LEESBURG, FLORIDA

Mayor

ATTEST:

City Clerk

Exhibit A

Legal Description:

TRACT 2:

The East 150.00 feet of the West 300.00 feet of that part of the East 1113.00 feet of the Southwest 1/4 of Section 19, Township 19 South, Range 24 East, Lake County, Florida, lying South of the South line of the right of way of State Road No. 44.

TRACT 3:

The East 150.00 feet of the West 450.00 feet of that part of the East 1113.00 feet of the Southwest 1/4 of Section 19, Township 19 South, Range 24 East, Lake County, Florida, lying South of the South line of the right of way of State Road No. 44.

TRACT 4:

The East 150.00 feet of the West 600.00 feet of that part of the East 1113.00 feet of the Southwest 1/4 of Section 19, Township 19 South, Range 24 East, Lake County, Florida, lying South of the South line of the right of way of State Road No. 44.

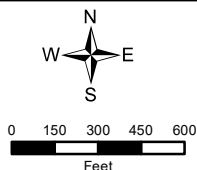
TRACT 5:

That part of the East 1113.00 feet of the Southwest 1/4 of Section 19, Township 19 South, Range 24 East, Lake County, Florida, lying South of the South line of the right of way of State Road No. 44. LESS: The West 600.00 feet thereof.

Aerial

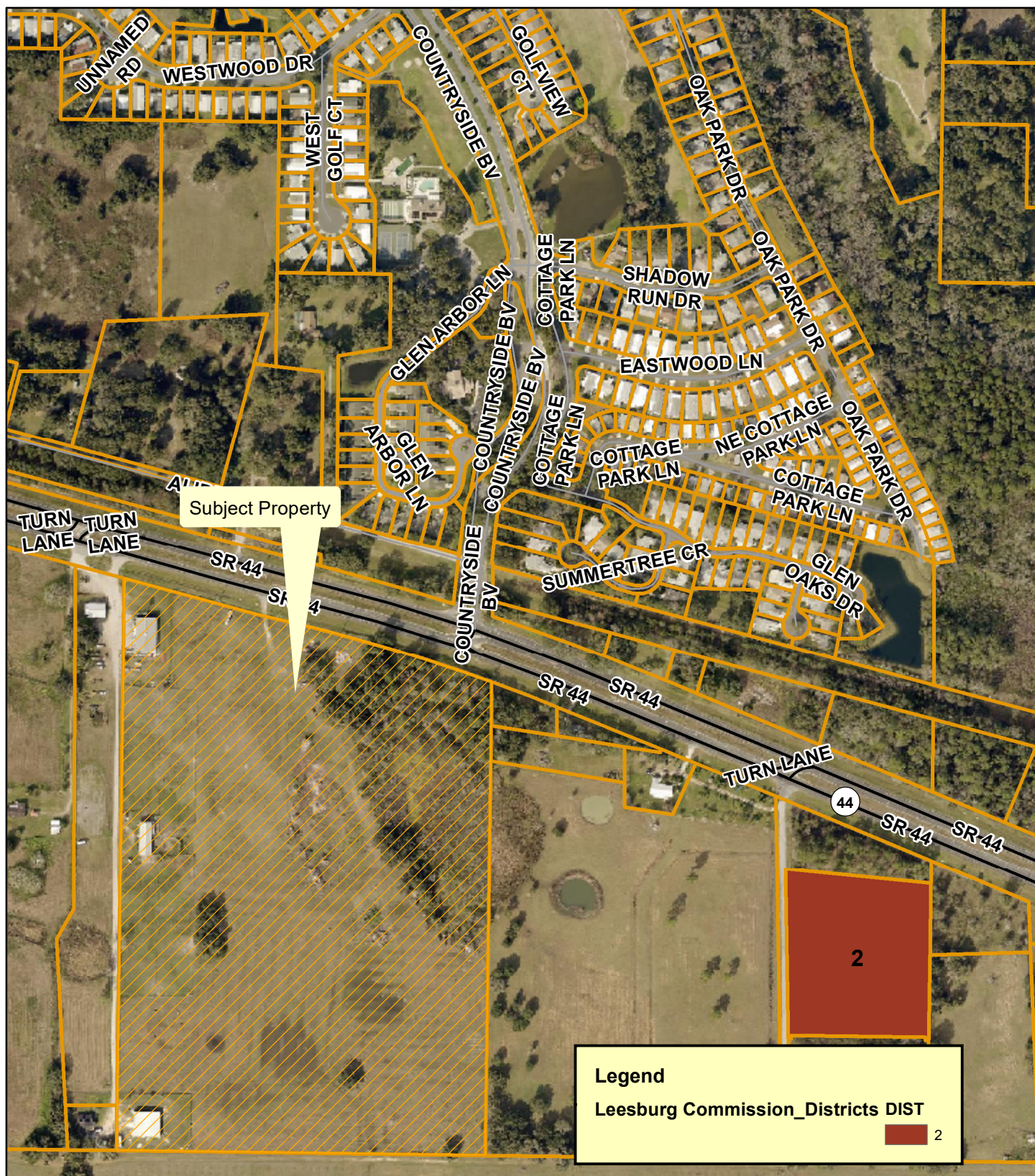


**Planning
& Zoning
Division**

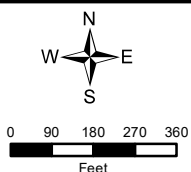


Crossings at 44
ANNX-22-568; SSCP-22-569; PUD-22-570
Alternate Key #: 1087627
Section 19, Township 19 South, Range 24 East
December 2, 2022

Commission Districts

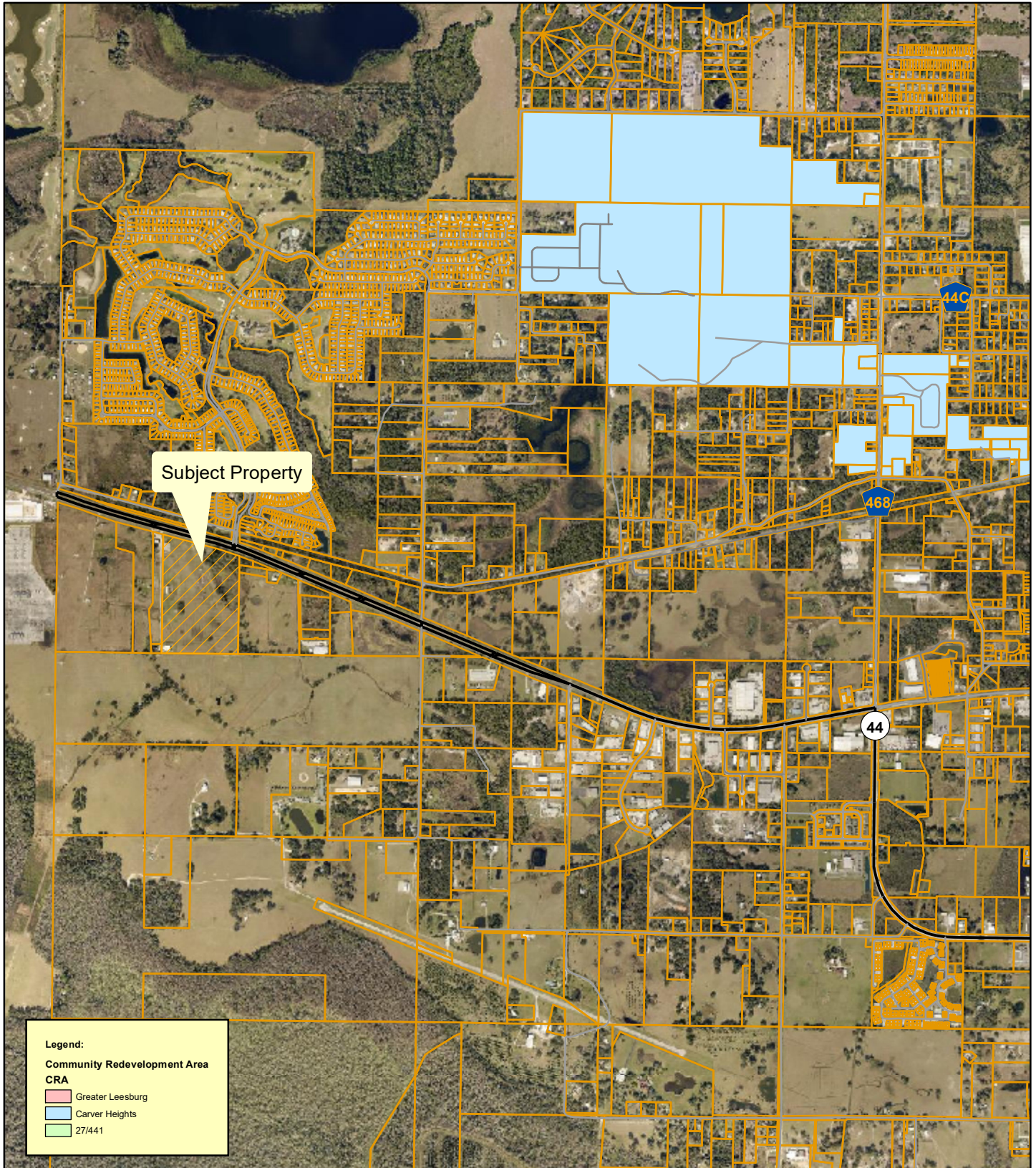


Planning & Zoning Division

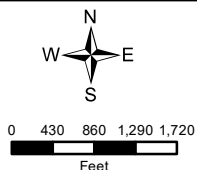


Crossings at 44
ANNX-22-568; SSCP-22-569; PUD-22-570
Alternate Key #: 1087627
Section 19, Township19 South, Range 24 East
January 18, 2023

Community Redevelopment Area



**Planning
& Zoning
Division**



Crossings at 44
ANNX-22-568; SSCP-22-569; PUD-22-570
Alternate Key #: 1087627
Section 19, Township 19 South, Range 24 East
December 2, 2022

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.B.2.

Meeting Date: February 13, 2023

From: Dan Miller, (Planning and Zoning Director)

Subject: An Ordinance amending the Future Land Use Map of the Comprehensive Plan of the City of Leesburg, changing the Future Land Use Map Designation of certain property containing 34.7 +/- acres from Lake County Rural to City of Leesburg General Commercial, for a property generally located south of State Road 44 and west of Whitney Road, lying in Section 19, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date. (Crossings at 44 SSCP)

Staff Recommendation:

The Planning & Zoning Staff and the Planning Commission recommend approval of the proposed small-scale comp plan amendment of the City's Future Land Use Map on 34.7 +/- acres from Lake County Rural to City of Leesburg General Commercial.

Analysis:

The project site is approximately 34.7 acres. The property is generally located south of State Road 44 and west of Whitney Road. Currently, the property is undeveloped, vacant acreage. The proposal consists of a mix of residential, medical and commercial uses. The surrounding Future Land Use Map designations of Lake County Regional Office, Lake County Rural Transition, and Lake County Rural are compatible, as conditioned in the PUD zoning, with the proposed future land use designation of General Commercial. The proposed zoning designation of City PUD (Planned Unit Development) will provide for development that is consistent with the City's adopted Growth Management Plan and would allow an appropriate use for the property.

This property lies within the ISBA (Interlocal Service Boundary Area) agreement. This agreement, which was approved by City Commission on November 24, 2014, allows property within the ISBA area but outside the current city limits to be annexed and obtain City of Leesburg utility services.

The Planning Commission held a public hearing on the application on January 19, 2023 and recommended approval.

Procurement Analysis:

N/A

Options:

1. Approve the requested small-scale comprehensive plan amendment from Lake County Rural to City of Leesburg General Commercial; or
2. Other such action as the Commission may deem appropriate.

Fiscal Impact:

There is no direct fiscal impact to the City for this action. Future development of the property will increase this anticipated impact from collection of impact fees, ad valorem taxes and utility charges.

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FUTURE LAND USE MAP OF THE COMPREHENSIVE PLAN OF THE CITY OF LEESBURG, CHANGING THE FUTURE LAND USE MAP DESIGNATION OF CERTAIN PROPERTY CONTAINING 34.7 +/- ACRES FROM LAKE COUNTY RURAL TO CITY OF LEESBURG GENERAL COMMERCIAL, FOR A PROPERTY GENERALLY LOCATED SOUTH OF STATE ROAD 44 AND WEST OF WHITNEY ROAD, LYING IN SECTION 19, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (CROSSINGS AT 44 SSCP)

WHEREAS, the City Commission has received written objections, recommendations, and comments from the City of Leesburg Planning Commission, acting as the Local Planning Agenda, regarding amendment of the Comprehensive Plan of the City of Leesburg, and has made recommendations to the City Commission for amendment of the Plan; and

WHEREAS, the City Commission of the City of Leesburg has held public hearings on the proposed amendment to the plan, in light of written comments, proposals and objections from the general public;

NOW, THEREFORE,

BE IT ENACTED BY THE PEOPLE OF THE CITY OF LEESBURG, FLORIDA, that;

Section 1.

The Growth Management Plan of the City of Leesburg, adopted by the City of Leesburg on December 10, 2012, pursuant to the Community Planning Act of 2011, Chapter 163, Part II, Florida Statutes, after public hearings by the City of Leesburg Planning Commission, is hereby amended in the following manner;

The Future Land Use Map is amended by changing the designation of approximately 34.7 acres of land generally located south of State Road 44 and west of Whitney Road from Lake County Rural to City of Leesburg General Commercial, as shown on the revised map of said area, lying in Section 19, Township 19 South, Range 24 East, Lake County, Florida;

Section 2.

All ordinances or parts of ordinances in conflict with any of the provisions of this ordinance are hereby repealed;

Section 3.

This ordinance shall become effective 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 on the _____ day of _____ 2023.

THE CITY OF LEESBURG, FLORIDA

Mayor

ATTEST:

City Clerk

Exhibit A

Legal Description:

TRACT 2:

The East 150.00 feet of the West 300.00 feet of that part of the East 1113.00 feet of the Southwest 1/4 of Section 19, Township 19 South, Range 24 East, Lake County, Florida, lying South of the South line of the right of way of State Road No. 44.

TRACT 3:

The East 150.00 feet of the West 450.00 feet of that part of the East 1113.00 feet of the Southwest 1/4 of Section 19, Township 19 South, Range 24 East, Lake County, Florida, lying South of the South line of the right of way of State Road No. 44.

TRACT 4:

The East 150.00 feet of the West 600.00 feet of that part of the East 1113.00 feet of the Southwest 1/4 of Section 19, Township 19 South, Range 24 East, Lake County, Florida, lying South of the South line of the right of way of State Road No. 44.

TRACT 5:

That part of the East 1113.00 feet of the Southwest 1/4 of Section 19, Township 19 South, Range 24 East, Lake County, Florida, lying South of the South line of the right of way of State Road No. 44. LESS: The West 600.00 feet thereof.



CITY OF LEESBURG PLANNING & ZONING DIVISION RECOMMENDATIONS

OWNER: Charles D. and Avor Linda Sellers, Trustees
PETITIONER: Hesko Holdings, LLC
PROJECT: Crossings at 44
REQUEST: Small Scale Comprehensive Plan (SSCP) Amendment to General Commercial
CASE NO.: SSCP-22-569

THE PLANNING & ZONING DIVISION RECOMMENDS:

APPROVAL of the request for the following reason(s):

1. This project meets the requirements of Chapter 163.3187 Florida Statutes, for Comprehensive Plan Amendments.
2. The proposed request for a Small-Scale Comprehensive Plan (SSCP) amendment as conditioned in the City of Leesburg is compatible with the adjacent future land use designations of Lake County Rural Transition and Lake County Regional Office.
3. The proposed request as conditioned in City of Leesburg Case Number SSCP-22-569, is compatible with the current surrounding zoning districts of Lake County A (Agriculture), Lake County PUD (Planned Unit Development), Lake County CP (Planned Commercial), and Lake County MP (Planned Industrial).
4. The proposed future land use designation for the site is consistent with the City's Growth Management Plan, Future Land Use Element, Goal I, Objective 1.6.

Action Requested:

1. Vote to approve staff's recommendation to change the future land use of the subject property from Lake County Rural Transition to the City of Leesburg General Commercial and forward the recommendation to the City Commission for consideration.

**CITY OF LEESBURG PLANNING & ZONING DIVISION
STAFF SUMMARY**

DATE: January 19, 2023

OWNER: Charles D. and Avor Linda Sellers, Trustees
PETITIONER: Hesko Holdings, LLC
PROJECT: Crossings at 44
REQUEST: Small Scale Comprehensive Plan Amendment to Commercial; Zoning to PUD
(Planned Unit Development)
CASE NO.: SSCP-22-569; PUD-22-570

GENERAL LOCATION: South of State Road 44 and West of Whitney Road.

FUTURE LAND USE DESIGNATION: Lake County Rural

SURROUNDING FUTURE LAND USE DESIGNATION:

North – Lake County Rural Transition
South – Lake County Rural
East – Lake County Regional Office
West – Lake County Rural

PROPOSED FUTURE LAND USE DESIGNATION: General Commercial

EXISTING ZONING DESIGNATION: Lake County A (Agriculture)

SURROUNDING ZONING DESIGNATIONS:

North – Lake County A (Agriculture); Lake County PUD (Planned Unit Development);
Lake County CP (Planned Commercial)
South – Lake County A (Agriculture)
East – Lake County MP (Planned Industrial); Lake County A (Agriculture)
West – Lake County A (Agriculture)

PROPOSED ZONING DESIGNATION: PUD (Planned Unit Development)

EXISTING LAND USE: Improved pasture

SURROUNDING EXISTING LAND USE:

North – Agriculture (Pasture); Residential
South – Agriculture (Pasture)
East – Agriculture (Pasture)
West – Agriculture (Pasture)

PROPOSED LAND USE: Mixed-Use

**CITY OF LEESBURG PLANNING & ZONING DIVISION
DEPARTMENTAL REVIEW SUMMARY**

DATE: January 19, 2023

OWNER: Charles D. and Avor Linda Sellers, Trustees

PETITIONER: LPG Urban & Regional Planners, Inc. on behalf of Hesko Holdings, LLC

PROJECT: Crossings at 44

REQUEST: Small Scale Comprehensive Plan Amendment to General Commercial; Zoning to PUD (Planned Unit Development)

CASE NO.: SSCP-22-569; PUD-22-570

THE FOLLOWING COMMENTS RECEIVED FROM EACH DEPARTMENT:

POLICE

No comments – As of 1/13/23

FIRE

In reference to Case Number SSCP-22-569; PUD-22-570

NFPA 1710 Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Career Fire Departments, 2020 Edition. The subject property referenced in Case Number SSCP-22-569; PUD-22-570 is outside the recommended four-minute response time for initial responding fire apparatus.

4.1 Fire Department Organizational Statement.

4.1.2.1

The fire department shall establish the following performance objectives for the first-due response zones that are identified by the AHJ:

- (1) Alarm handling time completion in accordance with 4.1.2.3
- (2) 80 seconds turnout time for fire and special operations response and 60 seconds turnout time for EMS response
- (3)* 240 seconds or less travel time for the arrival of the first engine company at a fire suppression incident
- (4) 360 seconds or less travel time for the arrival of the second company with a minimum staffing of 4 personnel at a fire suppression incident
- (5) For other than high-rise, 480 seconds or less travel time for the deployment of an initial full alarm assignment at a fire suppression incident
- (6) For high-rise, 610 seconds or less travel time for the deployment of an initial full alarm assignment at a fire suppression incident
- (7) 240 seconds or less travel time for the arrival of a unit with first responder with automatic external defibrillator (AED) or higher-level capability at an emergency medical incident
- (8) 480 seconds or less travel time for the arrival of an advanced life support (ALS) unit at an emergency medical incident, where this service is provided by the fire department provided a first responder with an AED or basic life support (BLS) unit arrived in 240 seconds or less travel time

– Amanda Stevenson 1/13/2023

ELECTRIC

Electric has no objections. Easements will be required for all underground primary to be installed, as well as transformer locations. – Steve Davis 1/03/2023

GAS

No comments – As of 1/13/23

GIS

No comments – As of 1/13/23

BUILDING

No comments – As of 1/13/23

PUBLIC WORKS

Natural gas is available and directed per City Ordinance. – Brandon Smith 12/31/22

ADDRESSING

No comments – As of 1/13/23

HOUSING & REDEVELOPMENT

No comments – As of 1/13/23

LAKE COUNTY PUBLIC WORKS

The parcels fronts SR 44 and access to the property will require permitting from Florida Department of Transportation. Lake County would request review of future development plans to review both stormwater design and floodplain impacts. Thanks Seth Lynch 1/5/23

LAKE COUNTY SCHOOLS

The school district does not have any comments for the commercial uses, the assisted living facility, rehabilitation facility, and skilled nursing uses proposed.

However, the multi-family apartments indicated for the project are subject to school concurrency review.

The applicant has been issued an Adequate Public Facilities (APF) determination for 280 multi-family dwelling units. – Helen LaValley 01/02/2023

PUBLIC RESPONSES

Approval

No comments – As of 1/13/23

Disapproval

No comments – As of 1/13/23

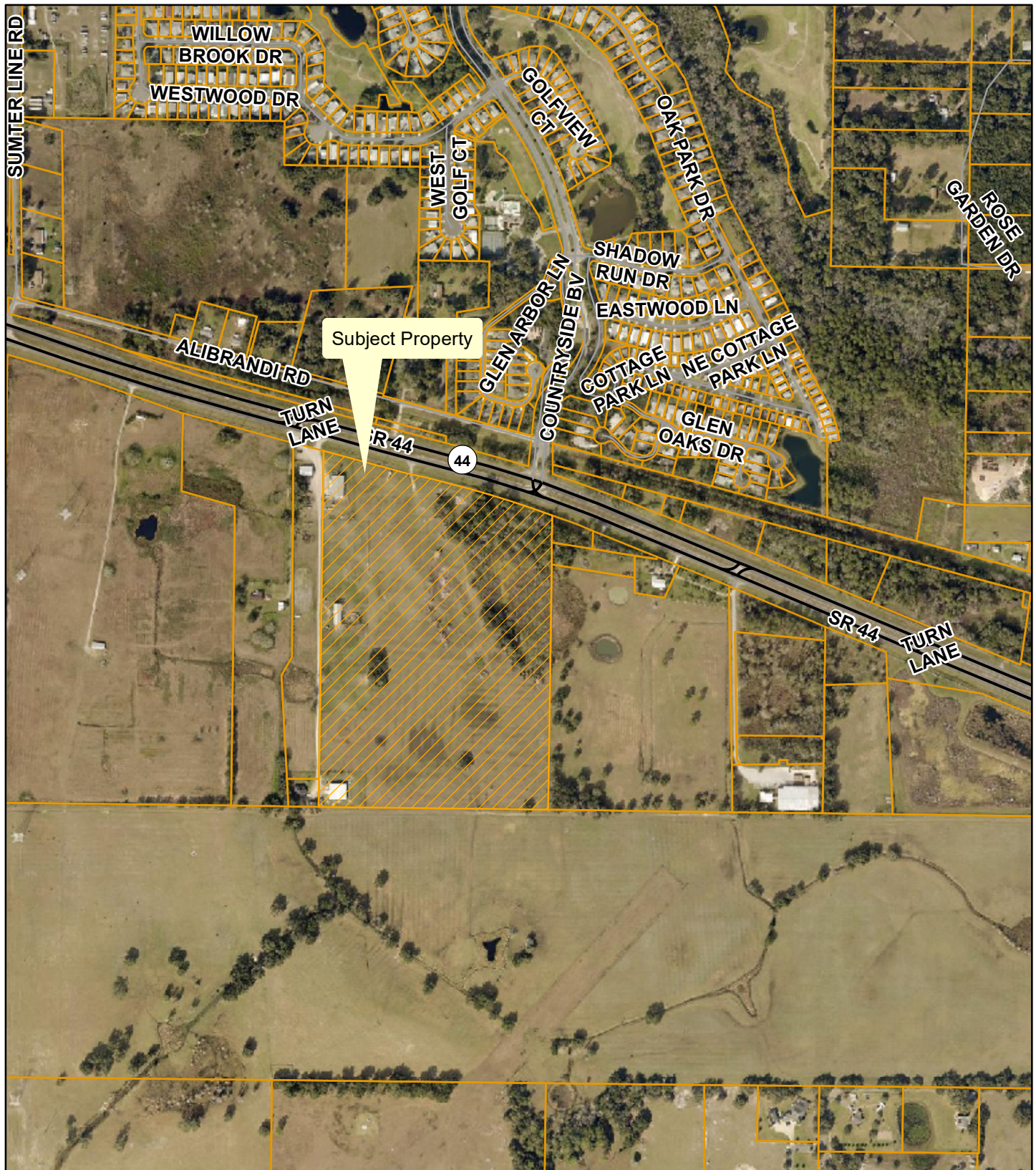
No comment

Notice of Appearance filed:

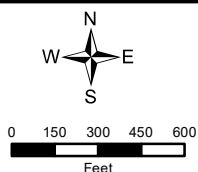
PUBLIC COMMENTS (APPROVAL WITH REQUESTS)

PUBLIC COMMENTS (DISAPPROVAL)

Aerial

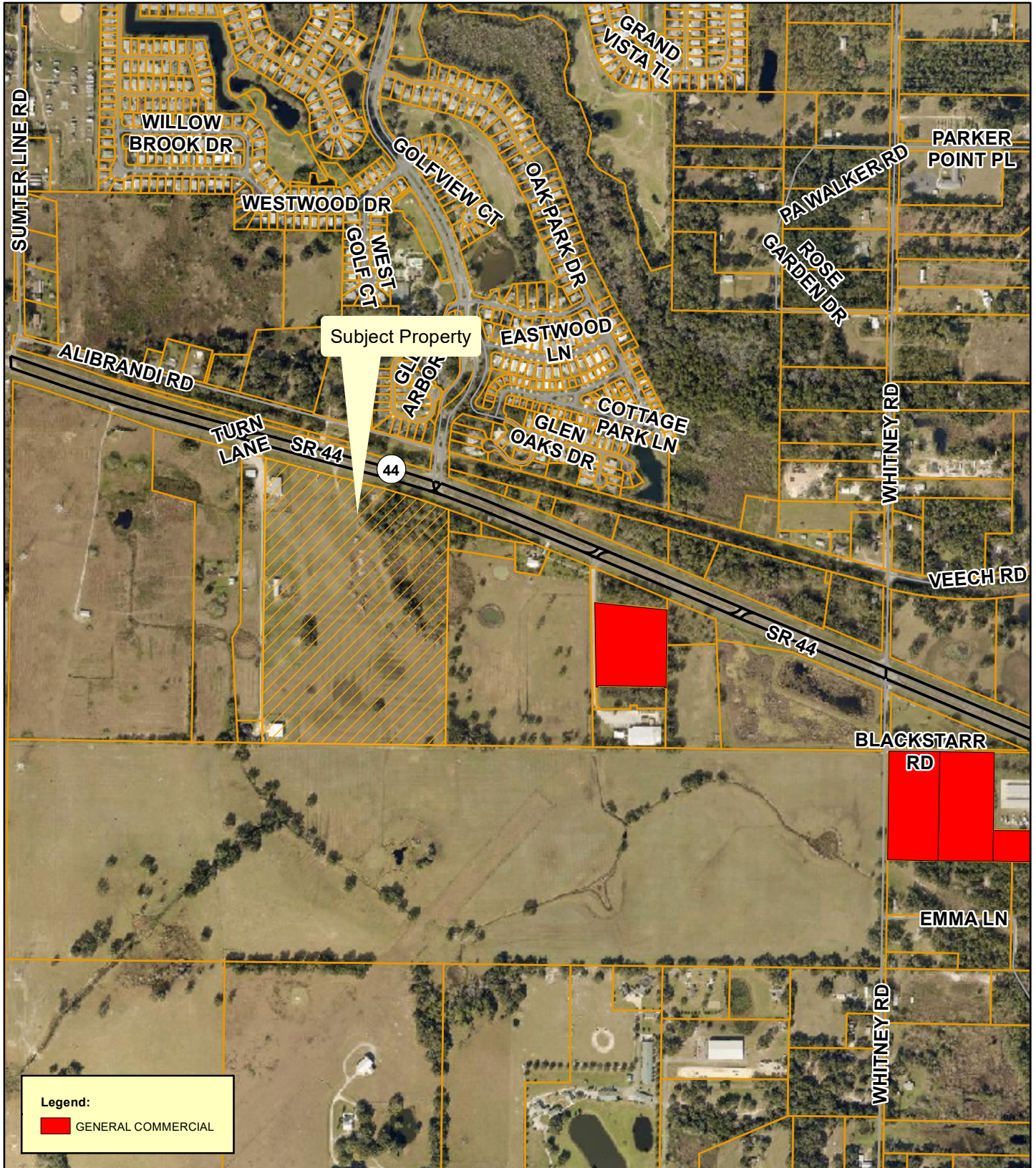


Planning & Zoning Division

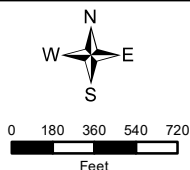


Crossings at 44
 ANNX-22-568; SSCP-22-569; PUD-22-570
 Alternate Key #: 1087627
 Section 19, Township19 South, Range 24 East
 December 2, 2022

Future Land Use

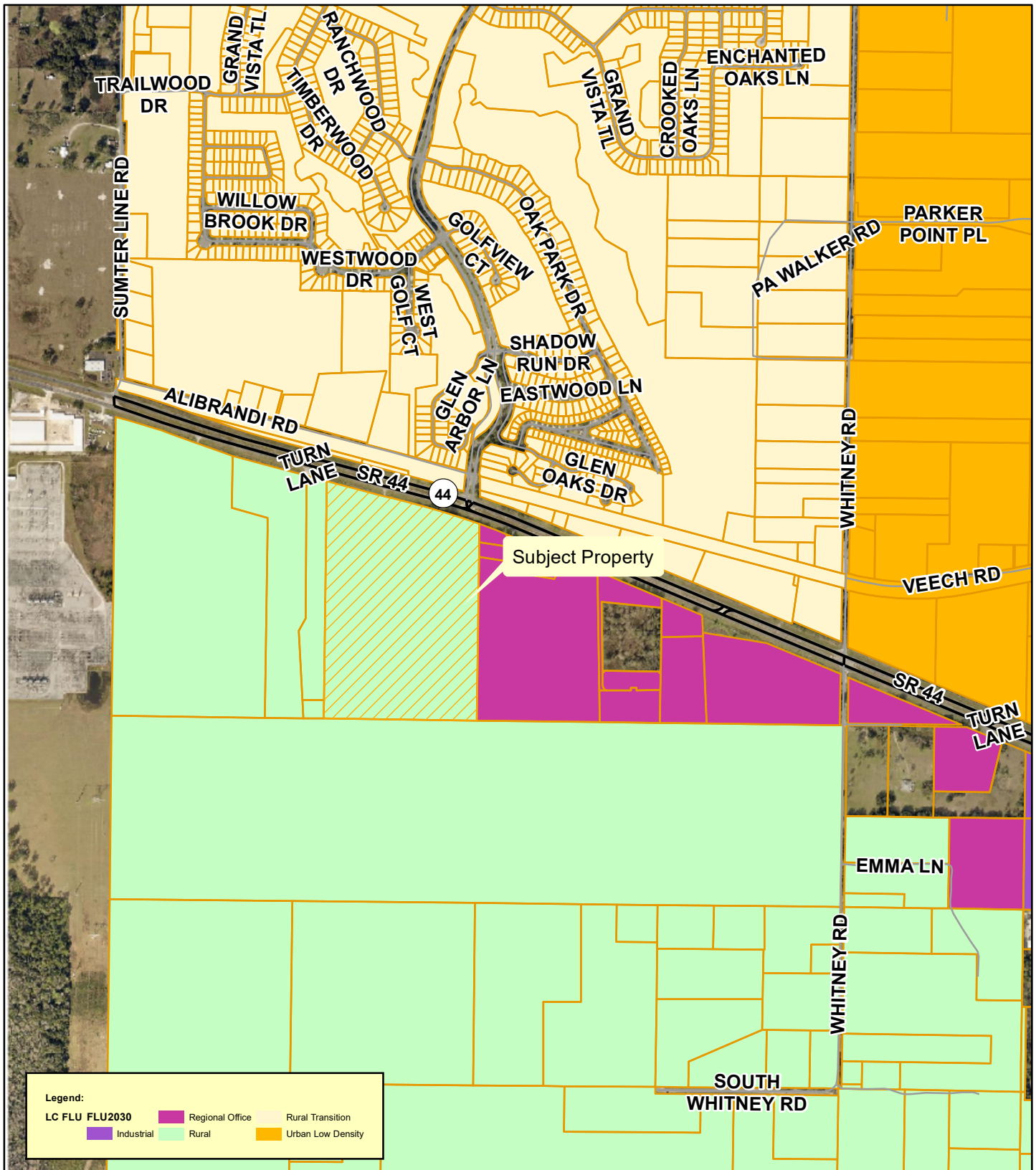


**Planning
& Zoning
Division**

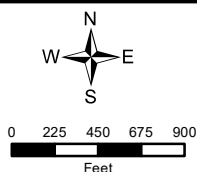


Crossings at 44
 ANN-22-568; SSCP-22-569; PUD-22-570
 Alternate Key #: 1087627
 Section 19, Township 19 South, Range 24 East
 December 2, 2022

Lake County Future Land Use

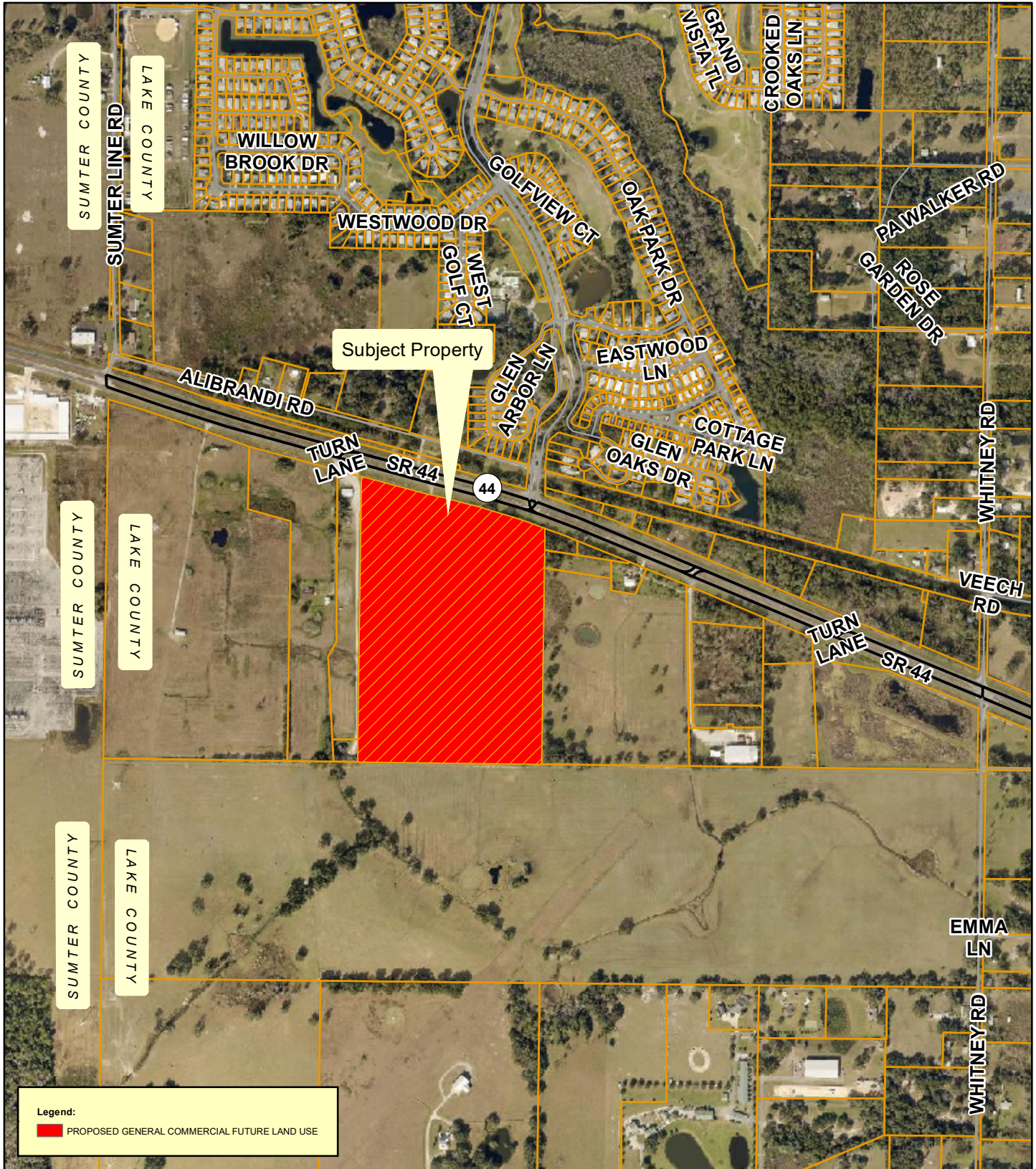


**Planning
& Zoning
Division**

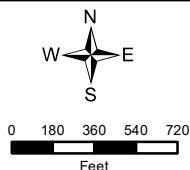


Crossings at 44
ANNX-22-568; SSCP-22-569; PUD-22-570
Alternate Key #: 1087627
Section 19, Township 19 South, Range 24 East
December 2, 2022

PROPOSED FUTURE LAND USE

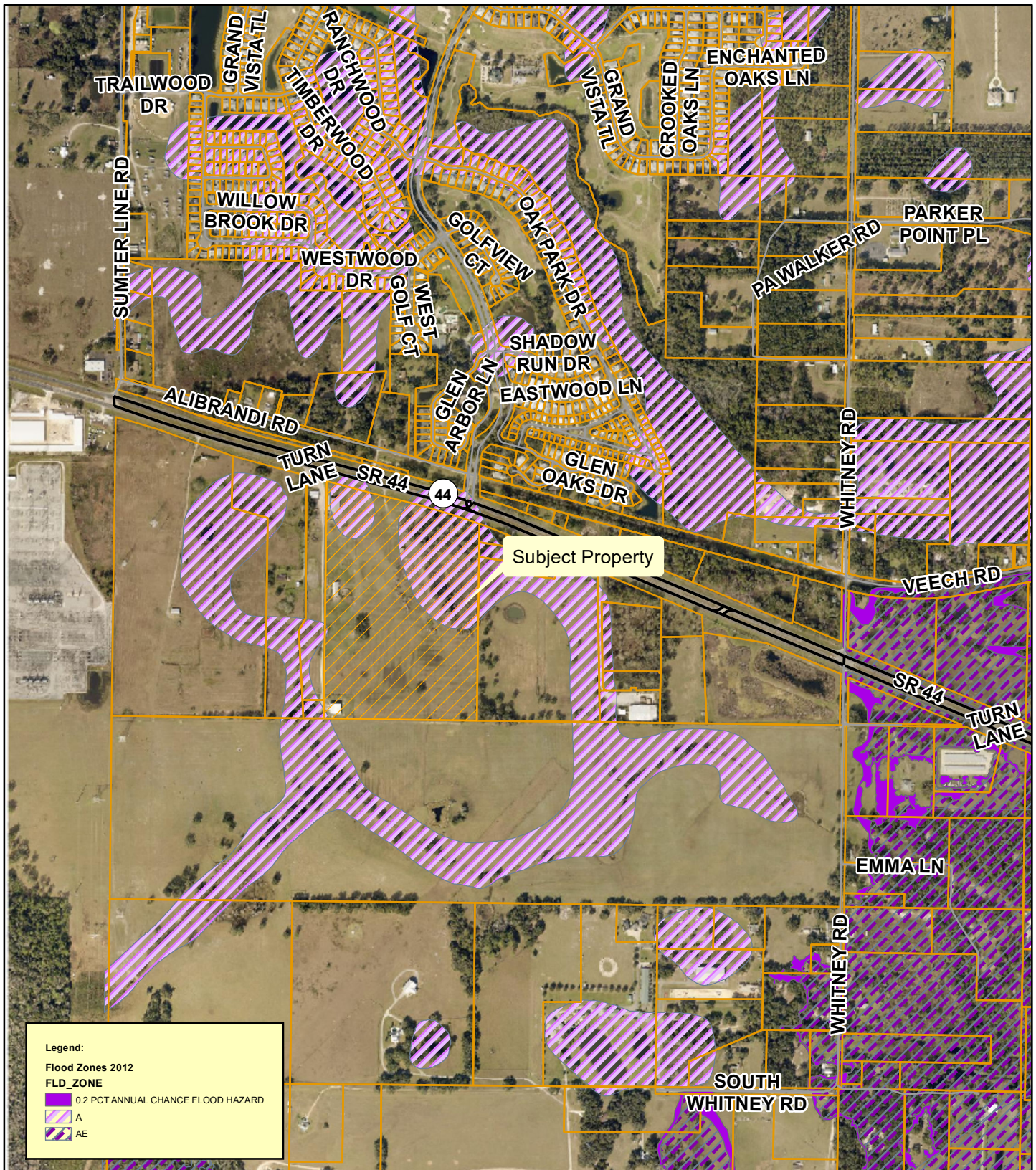


**Planning
& Zoning
Division**

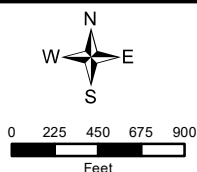


Crossings at 44
 ANN-22-568; SSCP-22-569; PUD-22-570
 Alternate Key #: 1087627
 Section 19, Township 19 South, Range 24 East
 December 2, 2022

Flood Zones

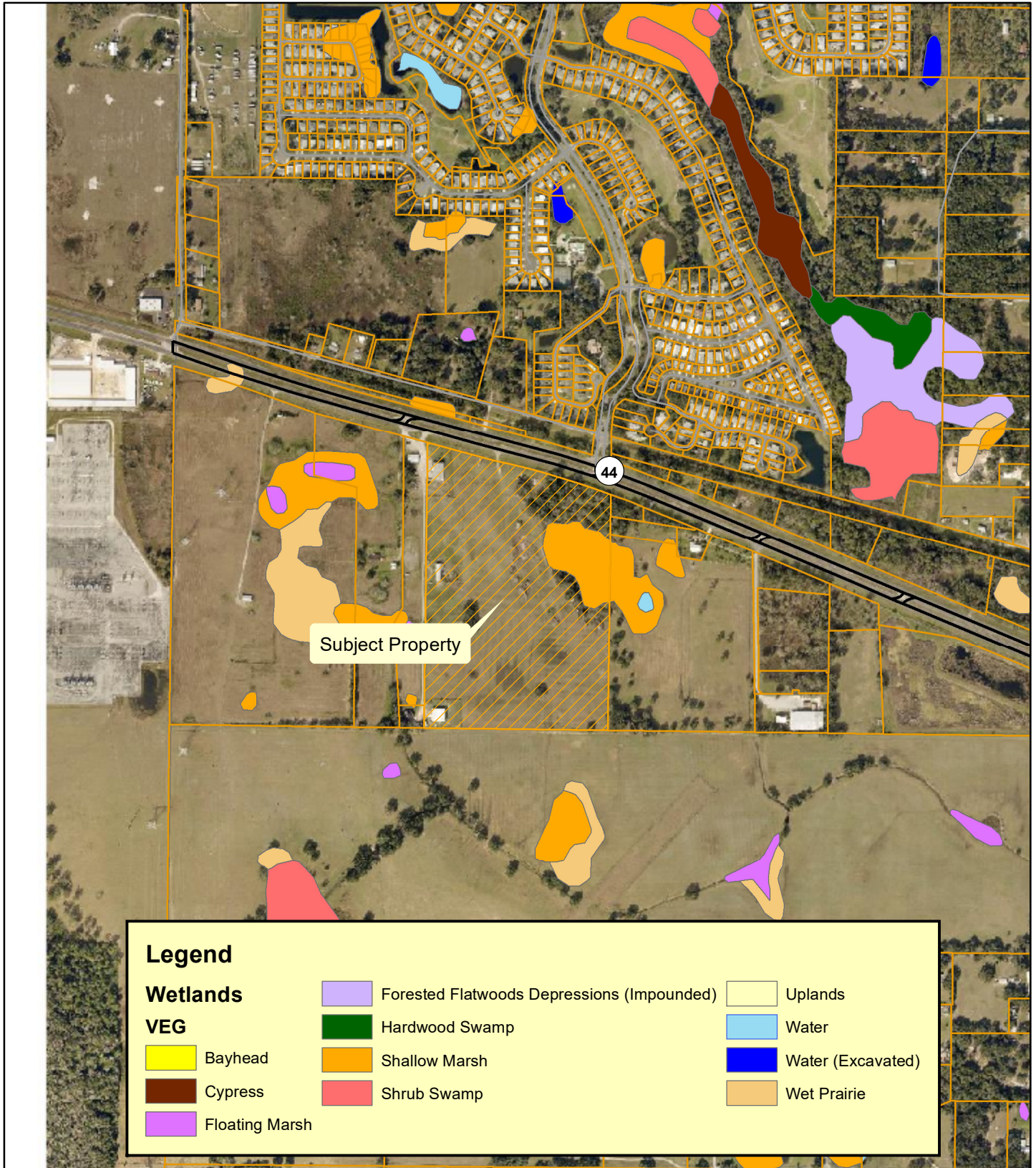


**Planning
& Zoning
Division**

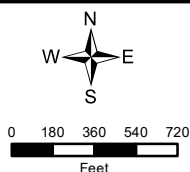


Crossings at 44
ANNX-22-568; SSCP-22-569; PUD-22-570
Alternate Key #: 1087627
Section 19, Township 19 South, Range 24 East
December 2, 2022

Wetlands



**Planning
& Zoning
Division**



Crossings at 44
 ANN-22-568; SSCP-22-569; PUD-22-570
 Alternate Key #: 1087627
 Section 19, Township 19 South, Range 24 East
 January 19, 2023

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.B.3.

Meeting Date: February 13, 2023

From: Dan Miller, (Planning and Zoning Director)

Subject: An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 34.7 +/- acres from Lake County A (Agriculture) to City of Leesburg PUD (Planned Unit Development) to allow for residential, medical, and commercial mixed-use development for a property generally located south of State Road 44 and west of Whitney Road, lying in Section 19, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date. (Crossings at 44 PUD)

Staff Recommendation:

Planning and Zoning Staff and Planning Commission recommend approval of the request to rezone the subject property from Lake County A (Agriculture) to City of Leesburg PUD (Planned Unit Development) to allow for mixed-use development.

Analysis:

The project site is approximately 34.7 +/- acres, and is generally located south of State Road 44 and west of Whitney Road as shown on the attached maps. At this time, the property is vacant acreage. The proposal will allow for a residential, medical and commercial mixed-use development. The existing land uses surrounding the property are agriculture (pasture) and residential. City of Leesburg utilities are available nearby.

The Planning Commission held a public hearing on the application on January 19, 2023 and recommended approval.

Procurement Analysis:

N/A

Options:

1. Approve the proposed rezoning to PUD (Planned Unit 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.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE ZONING ON APPROXIMATELY 34.7 +/- ACRES FROM LAKE COUNTY A (AGRICULTURE) TO CITY OF LEESBURG PUD (PLANNED UNIT DEVELOPMENT) TO ALLOW FOR RESIDENTIAL, MEDICAL, AND COMMERCIAL MIXED-USE DEVELOPMENT FOR A PROPERTY GENERALLY LOCATED SOUTH OF STATE ROAD 44 AND WEST OF WHITNEY ROAD, LYING IN SECTION 19, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (CROSSINGS AT 44 PUD)

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

Section 1.

Based upon the petition of Hemant S. Khokhar (Hesko Holdings, LLC, Petitioner) for Crossings at 44 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 Lake County A (Agriculture) to City of Leesburg PUD (Planned Unit Development), to-wit:

(Legal Description)
(See Exhibit A)

Section 2.

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 _____ 2023.

THE CITY OF LEESBURG, FLORIDA

Mayor

ATTEST:

City Clerk

Exhibit A

Legal Description:

TRACT 2:

The East 150.00 feet of the West 300.00 feet of that part of the East 1113.00 feet of the Southwest 1/4 of Section 19, Township 19 South, Range 24 East, Lake County, Florida, lying South of the South line of the right of way of State Road No. 44.

TRACT 3:

The East 150.00 feet of the West 450.00 feet of that part of the East 1113.00 feet of the Southwest 1/4 of Section 19, Township 19 South, Range 24 East, Lake County, Florida, lying South of the South line of the right of way of State Road No. 44.

TRACT 4:

The East 150.00 feet of the West 600.00 feet of that part of the East 1113.00 feet of the Southwest 1/4 of Section 19, Township 19 South, Range 24 East, Lake County, Florida, lying South of the South line of the right of way of State Road No. 44.

TRACT 5:

That part of the East 1113.00 feet of the Southwest 1/4 of Section 19, Township 19 South, Range 24 East, Lake County, Florida, lying South of the South line of the right of way of State Road No. 44. LESS: The West 600.00 feet thereof.

THE CROSSINGS AT 44
PUD (PLANNED UNIT DEVELOPMENT CONDITIONS)
January 19, 2023

These Planned Unit Development Conditions for a PUD (Planned Unit Development) zoning district are granted by the City of Leesburg, Lake County, Florida to **Hesko Holdings, c/o Mr. Hemant Khokhar, 156 Stanton Estates Circle, Winter Garden, Florida, 34787 (LPG Urban and Regional Planners, 1162 Camp Avenue, Mt. Dora, Florida, 32757 - Agent)** for the purposes described herein, and subject to the terms and conditions as set forth in this document, 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" is requesting a Planned Unit Development (PUD) zoning district to allow future construction of a proposed mixed-use development consisting of approximately 34.7 acres, containing a maximum of 46,000 square feet of commercial uses, 280 multi-family residential units, plus a 150 room assisted living/memory care facility, and 240 bed physical rehabilitation/recover/skilled nursing center, generally located on the south side of State Road 44, and west of Whitney Road, on a site within the City of Leesburg in accordance with their PUD application and supplemental information.

PURPOSE

The purpose of this document is to provide appropriate zoning standards for a high-quality built environment through the application of flexible and diversified land development requirements, which shall be implemented in conjunction with a master site development plan and the City of Leesburg Code of Ordinances, therefore allowing for more efficient and optimal use of the subject property, and to increase the overall economic opportunity and employment base of Leesburg, Florida.

CONDITIONS

The following conditions shall apply to the development proposed herein. If any instance where the conditions of this document may conflict with the City of Leesburg Code of Ordinances, this document shall prevail as the determining requirement.

1. **PERMISSION** is hereby granted to **Hesko Holdings, c/o Mr. Hemant Khokhar, 156 Stanton Estates Circle, Winter Garden, Florida, 34787 (LPG Urban and Regional Planners, 1162 Camp Avenue, Mt. Dora, Florida, 32757 - Agent)** 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 below.
2. **LEGAL DESCRIPTION**
See attached **Exhibit B, Legal Description**.

3. LAND USE

The above-described property, containing approximately 34.7 acres, shall be used for residential, plus commercial and institutional development, pursuant to City of Leesburg development codes and standards, and shall occupy the areas shown on Attachment C, Conceptual Site Plan, subject to the conditions of this document.

A. Permitted Uses – Residential Areas (Phase 1, Exhibit C)

1. Multi-family dwellings
2. Townhouses (subject to platting requirements)
3. Accessory structures for residential uses
4. Sales office in one unit
5. Accessory retail within a recreation center or clubhouse, intended for the primary use of residents, such as a snack bar
6. Temporary modular sales center office (during construction and sales of new units) not to exceed one year, and construction office not to exceed two years from the approval of the final plat of the final phase for the subdivision. Model homes may be used as sales centers during the duration of the project.

B. Permitted Uses – Commercial Areas (Phase 2, Exhibit C)

1. General retail sales/services
2. Restaurants
3. Pharmacy uses
4. Medical offices/clinics
5. Urgent care facilities
6. Veterinary/Pet care
7. Professional offices (i.e. registered with state)
8. Coffee shops with or without drive-thru
9. Day care centers
10. Houses of Worship
11. Fitness centers
12. Personal services, (i.e. beauty salons, spa, etc., also see prohibited uses)
13. Other uses may be permitted as reviewed by the Planning & Zoning Director, in writing, which shall follow the C-3 (Highway Commercial) zoning district requirements, as amended, subject to the conditions of this document.
14. Temporary modular sales center and construction office during construction phase of the commercial pod.

C. Permitted Uses - Institutional Areas (Phases 3, 4, 5 – Exhibit C)

1. Assisted Living
2. Nursing homes
3. Memory care
4. Public, Private or Charter Schools
5. Houses of Worship
6. Parks and Open Space
7. Government offices (administrative, fire, police, etc)

D. Prohibited Uses – All areas

1. Duplexes/Triplexes
2. Industrial uses
3. Auto dealer/auto repair
4. Tattoo Parlors
5. Check cashing stores
6. Adult uses
7. Internet Café uses
8. Second hand (thrift) stores
9. Consignment shops
10. Pawn shops
11. Smoke shops
12. Junk or scrap collection/distribution
13. Recycling facility
14. All other uses not specifically permitted within these conditions under Permitted Uses above shall be prohibited.

4. DEVELOPMENT STANDARDS -Residential

- A. **General** - The project shall contain a maximum of 280 multi-family residential units, plus a 150-room assisted living/memory care facility, and 240 beds used for physical rehabilitation/recovery/skilled nursing centers, at a gross density not to exceed ten (10) units per acre on the 34.7-acre site, as shown on Exhibit C, Conceptual Development Plan, and noted below in Tables 1 & 2.
- B. Density for assisted living/memory care and physical rehabilitation/recovery/skilled nursing centers shall be calculated at 6 beds = 1 unit.

Table 1: Density (Residential)

Residential Style	Units/Beds	Unit equivalency (6 beds = 1 unit)
Multi-family	280 units	280
Assisted living/memory care	150 beds	25
Recovery/skilled nursing	240 beds	40
TOTAL		345

- C. Where not regulated otherwise herein, the project shall utilize the C-3 (Highway Commercial) zoning district development standards as adopted and amended by the City of Leesburg.
- D. Development standards for residential properties shall be as shown on the Conceptual Site Plan Exhibit C, and as follows:
 1. Setbacks shall be as follows, measured from property line to vertical wall of the structure
 - (i) North: 50 feet

- (ii) South: 50 feet
 - (iii) East: 50 feet
 - (iv) West: 25 feet
- 2. Maximum impervious surface for the overall project shall be 65%.
(Swimming pools shall not count toward the impervious surface calculation.)
- 2. Minimum distance between structures shall be twenty (20) feet, as measured from building wall to building wall. Roof overhang: shall not exceed forty (40) percent of the distance between the building wall and the property line.
- 3. Maximum building height: three (3) stories or 35 feet.
- 4. 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.
- 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.

5. **DEVELOPMENT STANDARDS - Commercial**

- A. **General** - The project shall contain a maximum of 46,000 square feet of commercial uses within the project, as shown on **Exhibit C, Conceptual Development Plan**. The location of institutional and residential uses may vary within the project may be adjusted to allow adequate access.
- B. Development standards for commercial properties shall be as shown on the Conceptual Site Plan Exhibit C, and as follows:
 - 1. Setbacks shall be as follows, measured from property line to vertical wall of the structure
 - (i) North: 50 feet
 - (ii) South: 50 feet
 - (iii) East: 50 feet
 - (iv) West: 25 feet
 - 2. Maximum impervious surface for the overall project shall be 65%.
 - 3. Minimum distance between structures shall be twenty (20) feet, as measured from building wall to building wall. Roof overhang: shall not exceed forty (40) percent of the distance between the building wall and the property line.
 - 4. Maximum building height: three (3) stories or 40 feet.
 - 5. 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.
 - 6. 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.
- C. Density and square footage requirements set forth herein for residential, institutional and commercial uses shall be deemed satisfied provided the square footage and/or

residential unit/bed counts do not deviate from such requirement by more than five (5) percent.

Table 2: Use (Commercial)

Use	Units/Beds	Unit equivalency (6 beds = 1 unit)
Multi-family	280 units	280
Assisted living/memory care	150 beds	25
Recovery/skilled nursing	240 beds	40
TOTAL		345

6. ARCHITECTURAL STANDARDS, Non-Residential

- A. The City of Leesburg, under Ordinance 16-35, adopted Commercial Architectural Standards, now codified under Section 25-360, City of Leesburg Code of Ordinances. This section shall be required for all non-residential construction for the subject property.
- B. All commercial development shall follow the C-3 (Highway Commercial) development standards except as amended herein.
- C. Impervious surface coverage shall be calculated separately for each parcel, and shall not exceed sixty-five (65%) as calculated for each parcel.
- D. A minimum of thirty-five (35) 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.
- E. Commercial structures shall have a maximum height of three (3) stories/40 feet.
- F. With the exception of building height and setbacks, spatial requirements set forth herein for non-residential structures shall be deemed satisfied provided as-built measurements do not deviate from such requirement by more than five (5) percent.
- G. The Permittee shall utilize “Dark Sky” lighting principles when selecting lighting fixtures for all street lighting. Such lighting shall achieve the overall effect of containing and shielding excessive light pollution from adjacent properties. Appropriate designs are shown on as Exhibit E, attached hereto.
- H. Other similar design variations meeting the intent of this section may be approved by the Planning and Zoning Director or designee.
- I. Architectural facades shall be submitted to staff to review for consistency with the conditions of this PUD agreement.

7. PARKING

A. General

1. The permittee shall have off-street parking spaces within all areas of the property per an approved site plan pursuant to the City of Leesburg Code of Ordinances. Nonresidential development shall include the required number of handicapped parking spaces.
2. 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.

B. Commercial/Institutional

1. All parking aisles shall contain landscape islands located at the end of each aisle and at intervals of one each ten (10) spaces in parking aisles. In commercial and institutional areas, each landscape island shall be at least 200 square feet, and contain at a minimum, one canopy or understory tree, plus shrubs and groundcover.

8. OPEN SPACE, LANDSCAPING & BUFFER REQUIREMENTS

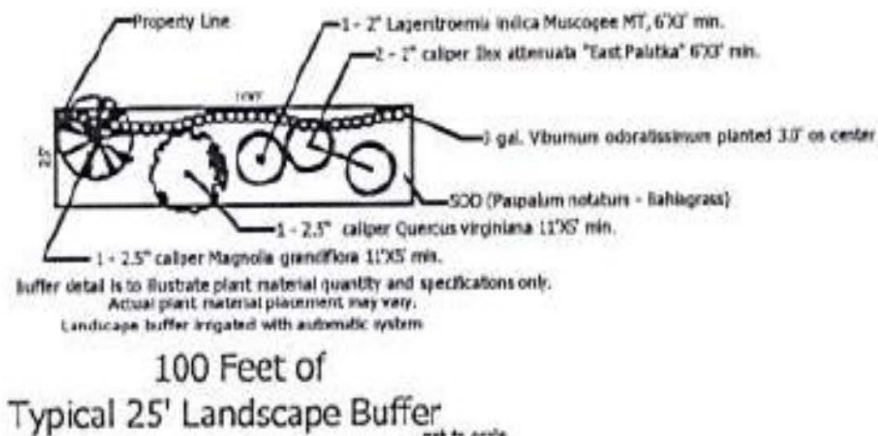
- A. A minimum of 35% open space shall be provided throughout the development. Open space may consist of buffers, wetlands, retention and recreation areas.
- B. A master landscape plan shall be submitted for review by City staff for all landscaping, buffer and boundary areas, parking lots, access roads, entry ways and new construction. This plan shall be reviewed for consistency with this PUD document and the Conceptual Site Plan (**Exhibit C**) and City of Leesburg landscape code requirements.
- C. All landscaped areas shall be designed to meet Section 25-337, Waterwise and Florida Friendly Landscaping, City of Leesburg Code of Ordinances.
- D. A minimum twenty-five (25) foot buffer tract with plantings as shown in Figure A below, shall be provided along the entire boundary of the property, and shall be constructed simultaneously with each phase of development. All landscape buffers shall be separate tracts, shall not consist of, nor be part of individually platted lots. Such buffers shall be common areas, and shall be maintained by an entity such as a Property Owners or Homeowners Association.
- E. An eight (8) foot wall consisting of concrete or other synthetic material, shall be constructed on the southern boundary of the residential property adjoining the multifamily area (Phase I, Exhibit C), to create a physical buffer to the adjacent property to the south. boundary area. The wall shall be maintained by the Property Owners Association, or upon dissolution, the owner of the multifamily property. Exact location of the wall may be established during Site Plan Review process.
- F. Land uses allowed within the upland buffers are limited to hiking trails, walkways, passive recreation activities and stormwater facilities as permitted by St. Johns River Water Management District.

- I. All landscaping and buffering shall be in accordance with regulations contained within the City of Leesburg Code of Ordinances, Section 25-329, 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



- G. All new commercial and institutional building construction shall comply with Section 25-329 *Landscape Buffer Requirements*, City of Leesburg Code of Ordinances, for landscaping around building areas, including a five (5) foot landscape buffer around each building perimeter area facing the entrance and sides. All new structures shall extend the required landscape perimeter area to include all sides visible to the general public. Rear side of each building shall be exempt from landscaping where the rear of the building is not visible to the general public using the building.
- H. All buffers along the exterior property lines shall be distinct and separate from the residential and commercial lots and properties, which are owned and maintained by a property owners or homeowners association.

- I. Nothing herein shall be construed to prevent the developer/or property owners from increasing buffer width and/or plantings.
- J. Variations to the landscape and buffering requirements of this document may be approved by the Planning and Zoning Director or designee, to the extent that the overall intent of the PUD and the Landscaping Code are maintained, including consideration of any existing fencing on adjacent properties and existing natural vegetative buffers. Use of the University of Florida IFAS (Institute of Food and Agricultural Sciences) approved standards for “Florida Friendly Landscaping” will also be acceptable.
- K. The surveying of trees on the property shall be conducted as follows:
 - 1. All specimen, heritage and historic trees shall be surveyed. Staff will review the tree survey and such trees shall be saved where possible during the site plan review process. This may include amending the site plan to save specimen, heritage and historic trees.
 - 2. Site areas that are to preserve existing trees do not need to be included in the survey unless the trees are to be used in preservation/replacement requirements.
 - 3. The tree survey shall be completed by a licensed surveyor or arborist.

9. **SITE ACCESS**

- A. The project shall have two primary access points on State Road 44, subject to FDOT and/or Lake County approval, as appropriate, and shall be constructed in a “boulevard style” (divided roadway with landscaped median).
- B. All access points shall be designed to allow emergency access vehicles room to maneuver and have appropriate traffic flow. Each entrance shall be reviewed and adjusted by staff as needed at the Site Plan and Construction Plan review.
 - 1. Offsite road improvements on existing roads adjacent to the property may be required based on finalized access locations. Such improvements may include, but are not limited to, left and right turn lanes, right-of-way dedication, and pavement rehabilitation. Any proposed offsite road improvements must be reviewed by Lake County Public Works.
 - 2. Prior to completion of the subdivision design plans, the developer shall work with the Lake County Department of Public Works to ensure all appropriate required roadway and access improvements for the development are made part of the plans submitted to the City of Leesburg.
 - 3. The Master Development Plan, and the access points proposed thereon, are considered conceptual until the appropriate engineering and site plan reviews, along with any required upgrades are completed for the project.
- C. All access points shall be reviewed, as legally prescribed by Lake County Public Works, and/or FDOT as applicable, and shown on the Master Development Plan - Exhibit C, as amended. All access points are conceptual and may be amended subject to site constraints or requirements. Actual location and design of all roads shall be determined during the site plan review process and shall include consideration of, and connection

to, sidewalks, recreation paths, etc. All other access shall be reviewed for necessity and requirements through Lake County and the City of Leesburg development and permitting processes. Any additional access points shall be subject to site plan application review process.

- D. All access points are subject to review by the appropriate permitting agency, including FDOT, Lake-Sumter Metropolitan Planning Organization, Lake County and the City of Leesburg as applicable. The developer shall be responsible for on and offsite improvements required as a result of any access points. The developer shall be responsible for all on and offsite improvements required as a result of any access points.
- E. Roadway interconnectivity shall be provided as shown on the Conceptual Site Plan – Exhibit C, as needed, to allow for connection points between this development and future development of adjacent properties.

10. SIGNAGE

- A. Each required access point shall provide a decorative entry feature to include a concrete, brick or stucco wall at least five (5) feet in height on each side of the entryway. This may be used for signage per City of Leesburg Code of Ordinances, as amended.
 - 1. *Commercial 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 or shall otherwise meet the requirements of this document, whichever is least restrictive.
 - A. *Monument signs* – Monument signs with fully enclosed bases and supports, located adjacent to State Road 44 shall be allowed as follows:
 - 1. Max overall height: 20 feet
 - 2. Max sign area: 100 sf per side (2 sides)
 - 3. Fully enclosed base, minimum 2 feet solid base (or 10% of overall height)
 - 4. Base width: minimum 50% of sign area width
 - 5. Location minimum 5 feet behind right of way, 10 feet if greater than 12 feet in height.
 - B. *Wall signs* - Wall signs shall be permitted per City of Leesburg Code of Ordinances, as amended.
 - 2. Alternative designs for the ground enclosure support and bases of a monument sign may be approved by the Planning and Zoning Director or designee, where the architectural style would be in keeping with the intent of these sign regulations.

11. TRANSPORTATION IMPROVEMENTS

- A. Any transportation improvements or rights-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. The plan review process shall include consideration of required sidewalks, recreation paths etc.

- B. A traffic/transportation study shall be submitted for review and determination of any necessary access improvements, and including any off-site improvements legally required by Lake County, the Lake-Sumter MPO or the City of Leesburg. Said improvements will be the responsibility of the Permittee.
- C. The Permittee shall provide necessary traffic improvements within and adjacent to the development which are legally 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 legally required Lake County permits and a copy of all permits shall be provided to the City of Leesburg.
- F. The City of Leesburg shall not be responsible for the construction of any roads or transportation improvements.
- G. All roads within the development shall be constructed to meet the City of Leesburg's standards, ARTICLE VII – TECHNICAL STANDARDS, as amended.
 - 1. Should the Permittee (or designee) desire to dedicate the proposed project's internal road system to the City of Leesburg; the Permittee shall demonstrate to the satisfaction of the City of Leesburg that the road system is in suitable condition and meets all City road design requirements.
 - 2. Should the Permittee (or designee) choose to retain the roadways, the Permittee shall establish an appropriate legal entity that shall accept responsibility to pay the cost and perform all services required to maintain the roads and transportation improvements to City of Leesburg codes and standards, as amended. A Homeowners or Property Owners Association, or other such legal entity will be considered acceptable.
- H. Sidewalks shall be provided on both sides of the entrance road(s) and internal roads, and shall provide cross connections to all recreation and residential areas. Internal road rights-of-ways shall contain sidewalks on both sides of each street. All sidewalks shall be constructed in accordance with City of Leesburg Codes.
- I. The terms and requirements of this section shall not be interpreted to preclude or interfere with the creation, provision, extension or development of future rights of way, easements, access points and/or roadways designed for the purposes of increasing access and egress to the property.

12. UTILITIES

Prior to receiving final development approval, the Permittee shall submit a stormwater management plan and utility plan acceptable to the City of Leesburg. Water, wastewater and natural gas services will be provided by the City of Leesburg. Prior to any clearing,

grubbing, or disturbance of natural vegetation in any phase of the development, the Permittee shall provide:

- A. A detailed site plan that indicates all the provisions for electric, water, sewer, and/or natural gas in accordance with the City of Leesburg Land Development Codes.
- B. Developer shall bear all responsibility, financial and otherwise, for the construction and installation of all utility infrastructure and other improvements related to the use and development of the property, consistent with the typical pioneering agreement approved on new home projects in the city, including such off-site improvements required by the City and all other appropriate government agencies. All such requirements shall be constructed to the applicable specifications imposed by the ordinances and regulations of the City in effect at the time of construction.
- C. Developer shall be responsible for the installation of a natural gas lines in the development so that a minimum of eighty percent (80%) of all residential units in the development are connected to natural gas as required by the City of Leesburg Code of Ordinances as amended.
- D. 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 water and wastewater lines and other necessary infrastructure such as lift stations to the development shall be the responsibility of the applicant.

13. STORMWATER/DRAINAGE MANAGEMENT

All drainage shall be designed and constructed in a manner to meet all State of Florida and City of Leesburg codes, including the requirement that all stormwater runoff is contained within the boundaries of the properties, and does not create a detriment to surrounding properties. Prior to receiving final development approval, 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:

- A. A detailed site plan that demonstrates no direct discharge of stormwater runoff generated by the development into any wetlands or onto adjacent properties.
- B. A stormwater management system designed and implemented to meet all applicable St. Johns River Water Management District and City of Leesburg requirements.
- C. 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 homeowner's or property owners association is an acceptable maintenance entity.

- D. The existing 100-year flood plain on the property shall be shown on all plans and lots.
- E. 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.
- F. 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.
- G. 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.
 - 1. 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.
 - 2. 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.

14. **WETLANDS, FLOOD ZONES & WILDLIFE**

- 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 site plan application process.
- B. To the extent practicable, wetlands shall be placed in a conservation easement, which shall run in favor of, and be enforceable by, the St. Johns River Water Management District or another legal entity such as a homeowner's association. The conservation easement shall require that the wetlands be maintained in their natural and unaltered state. Wetlands shall not be included as a part of any platted lot, other than a lot platted as a common area, which shall be dedicated to the St. Johns River Water Management District or another legal entity such as a homeowner's association for ownership and maintenance.
- C. Buildings or structures shall be a minimum of 50 feet from any wetland jurisdiction boundary.
- D. Wetlands shall have an average upland buffer of 25 feet, with a minimum of 15 feet, or the upland buffer established by 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.

- E. Land uses allowed within the upland buffers for wetlands are limited to stormwater facilities as permitted by St. Johns River Water Management District.
- F. 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.
- G. 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.
- H. A map indicating the location of the 100-year flood plain.
- I. 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.
- J. Through the Site Plan Review process, the developer shall coordinate with the City of Leesburg, Lake County and all impacted government agencies regarding elevation determinations, compensatory storage and overall design of the subdivision within and near flood hazard boundary areas, to ensure compliance with all regulations.

15. IRRIGATION & WATER USE

- A. All landscaped areas shall be irrigated and designed to meet Section 25-337, Waterwise and Florida Friendly Landscaping, City of Leesburg Code of Ordinances.
- B. The use of St. Augustine grass, or other varieties of grass which require significant amounts of water are prohibited. The use of Bahia, Bermuda, Zoysia or other grasses which are more drought tolerant are permitted.
- C. For purposes of water conservation, all irrigated areas shall meet the requirements of section 25-337(c)(4), as amended, City of Leesburg Code of Ordinances.

16. RECREATIONAL REQUIREMENTS

- A. Recreational development provided on the site shall include active and passive uses, as well as enclosed or unenclosed recreational space, devoted to the joint use of the residents, as seen on the attached **Conceptual Site Plan, Exhibit C.**

- B. Recreational requirements shall include a minimum of two (2) separate primary active recreation areas, which shall be located in Phase I of the project, as shown in Exhibit C. These areas shall include a primary recreation area with uses to include a fenced children's playground with equipment, and a separate fenced dog park area. Other amenities may include gazebos, grills, a swimming pool, or other amenities as reviewed and approved by staff.
- C. All recreation spaces may include, but are not limited to:
 - 1. Trails, playgrounds, basketball, tennis, handball courts, etc.
 - 2. Community swimming pool, including the deck area surrounding such pools.
 - 3. Indoor recreation rooms provided such rooms are permanently maintained for the use of residents for recreational purposes.
 - 4. Other active recreational activities may be used, subject to approval by the City of Leesburg.

17. MAINTENANCE

- A. With the exception of any public utilities, maintenance of all site improvements, including but not limited to roadways, drives, internal sidewalks, landscaping and 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. A property owners association shall be responsible for the entryway landscaping of buffers for the commercial area, including the buffers on the east side the commercial areas.

18. DEVELOPMENT PHASING & IMPLEMENTATION

- A. The proposed project may be constructed in phases in accordance with the **Planned Unit Development Conditions and Conceptual Plan, Exhibit C**. Changes to the development conditions or conceptual plan, other than those conditions described in these PUD Conditions of Approval, shall be revised in accordance with the Planned Development review process, City of Leesburg Code of Ordinances.
- B. Implementation of the project shall substantially commence within one-hundred twenty (120) months after approval of this Planned Development by City Commission. In the event, the conditions of the PUD have not been substantially implemented during the required time period, the City of Leesburg shall have the option of scheduling the PUD, with due notice to the owner and surrounding property owners, 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. "Implementation" for purposes of this subsection shall mean, at a minimum, recording of a final plat, and final approval of construction plans, together with actual commencement of construction on the property.
- C. As part of the overall development process, if the project is constructed in phases, then plat of the lots for each approved phase shall contain only portions of the

development approved under the Site Plan Review Process, i.e. each phase platted shall match each phase submitted for site plan review.

19. 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. 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.
- C. 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.
- D. The transfer of ownership or lease of any or all of the property described in these PUD Conditions of Approval 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.
- E. 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.
- F. These conditions of approval shall be recited within the site plan and construction plan submittals.

20. LEVELS OF SERVICE

- A. Levels of Service
 - A. As submitted, the development resulting from the proposed zoning change may 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 water. 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.
- C. If the development requires construction of new distribution or collection lines, or other infrastructure needed to develop the subdivision, 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.
- D. Commitment of Capacity
 1. There are no previous commitments of any existing or planned excess capacity for this property.
- E. Ability to Provide Services
 1. At this time, the City intends to provide water, wastewater and reclaimed water services within its service area for the foreseeable future.
 2. Future development within the City of Leesburg utility service areas may impact the provision of utility services.

EXHIBIT B
(provided by applicant)

LEGAL DESCRIPTION

LEGAL DESCRIPTION
(CONTRACT PURCHASER)

TRACT 2:

The East 150.00 feet of the West 300.00 feet of that part of the East 1113.00 feet of the Southwest 1/4 of Section 19, Township 19 South, Range 24 East, Lake County, Florida, lying South of the South line of the right of way of State Road No. 44.

TRACT 3:

The East 150.00 feet of the West 450.00 feet of that part of the East 1113.00 feet of the Southwest 1/4 of Section 19, Township 19 South, Range 24 East, Lake County, Florida, lying South of the South line of the right of way of State Road No. 44.

TRACT 4:

The East 150.00 feet of the West 600.00 feet of that part of the East 1113.00 feet of the Southwest 1/4 of Section 19, Township 19 South, Range 24 East, Lake County, Florida, lying South of the South line of the right of way of State Road No. 44.

TRACT 5:

That part of the East 1113.00 feet of the Southwest 1/4 of Section 19, Township 19 South, Range 24 East, Lake County, Florida, lying South of the South line of the right of way of State Road No. 44. LESS: the West 600.00 feet thereof.



EXHIBIT D

FAÇADE SAMPLES

EXHIBIT E
DARK SKY LIGHTING (Acceptable designs)



TYPICAL DARK SKY LIGHTING FIXTURES





**CITY OF LEESBURG PLANNING & ZONING DIVISION
RECOMMENDATIONS**

OWNER: Charles D. and Avor Linda Sellers, Trustees
PETITIONER: LPG Urban & Regional Planners, Inc. on behalf of Hesko Holdings, LLC
PROJECT: Crossings at 44
REQUEST: Rezoning to PUD (Planned Unit Development)
CASE NO.: PUD-22-570

THE PLANNING & ZONING DIVISION RECOMMENDS:

APPROVAL of the request

for the following reason(s):

1. The proposed request for a PUD (Planned Unit Development) zoning as conditioned, is compatible with the current surrounding zoning districts of Lake County A (Agriculture), Lake County PUD (Planned Unit Development), Lake County CP (Planned Commercial), and Lake County MP (Planned Industrial).
2. Under the proposed PUD (Planned Unit Development) conditions for this property, the proposed Future Land Use designation of City of Leesburg General Commercial is compatible with adjacent properties having Future Land Use designations with Lake County having Future Land Use designations of Rural Transition and Lake County Regional Office
3. The site is located along a major growth corridor and near existing city utilities which are available at State Road 44.
4. The proposed zoning designation for the site 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 proposed rezoning from Lake County A (Agriculture) to City of Leesburg PUD (Planned Unit Development) and forward the recommendation to the City Commission for consideration.

**CITY OF LEESBURG PLANNING & ZONING DIVISION
STAFF SUMMARY**

DATE: January 19, 2023

OWNER: Charles D. and Avor Linda Sellers, Trustees
PETITIONER: Hesko Holdings, LLC
PROJECT: Crossings at 44
REQUEST: Small Scale Comprehensive Plan Amendment to Commercial; Zoning to PUD
(Planned Unit Development)
CASE NO.: SSCP-22-569; PUD-22-570

GENERAL LOCATION: South of State Road 44 and West of Whitney Road.

FUTURE LAND USE DESIGNATION: Lake County Rural

SURROUNDING FUTURE LAND USE DESIGNATION:

North – Lake County Rural Transition
South – Lake County Rural
East – Lake County Regional Office
West – Lake County Rural

PROPOSED FUTURE LAND USE DESIGNATION: General Commercial

EXISTING ZONING DESIGNATION: Lake County A (Agriculture)

SURROUNDING ZONING DESIGNATIONS:

North – Lake County A (Agriculture); Lake County PUD (Planned Unit Development);
Lake County CP (Planned Commercial)
South – Lake County A (Agriculture)
East – Lake County MP (Planned Industrial); Lake County A (Agriculture)
West – Lake County A (Agriculture)

PROPOSED ZONING DESIGNATION: PUD (Planned Unit Development)

EXISTING LAND USE: Improved pasture

SURROUNDING EXISTING LAND USE:

North – Agriculture (Pasture); Residential
South – Agriculture (Pasture)
East – Agriculture (Pasture)
West – Agriculture (Pasture)

PROPOSED LAND USE: Mixed-Use

**CITY OF LEESBURG PLANNING & ZONING DIVISION
DEPARTMENTAL REVIEW SUMMARY**

DATE: January 19, 2023

OWNER: Charles D. and Avor Linda Sellers, Trustees

PETITIONER: LPG Urban & Regional Planners, Inc. on behalf of Hesko Holdings, LLC

PROJECT: Crossings at 44

REQUEST: Small Scale Comprehensive Plan Amendment to General Commercial; Zoning to PUD (Planned Unit Development)

CASE NO.: SSCP-22-569; PUD-22-570

THE FOLLOWING COMMENTS RECEIVED FROM EACH DEPARTMENT:

POLICE

No comments – As of 1/13/23

FIRE

In reference to Case Number SSCP-22-569; PUD-22-570

NFPA 1710 Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Career Fire Departments, 2020 Edition. The subject property referenced in Case Number SSCP-22-569; PUD-22-570 is outside the recommended four-minute response time for initial responding fire apparatus.

4.1 Fire Department Organizational Statement.

4.1.2.1

The fire department shall establish the following performance objectives for the first-due response zones that are identified by the AHJ:

- (1) Alarm handling time completion in accordance with 4.1.2.3
- (2) 80 seconds turnout time for fire and special operations response and 60 seconds turnout time for EMS response
- (3)* 240 seconds or less travel time for the arrival of the first engine company at a fire suppression incident
- (4) 360 seconds or less travel time for the arrival of the second company with a minimum staffing of 4 personnel at a fire suppression incident
- (5) For other than high-rise, 480 seconds or less travel time for the deployment of an initial full alarm assignment at a fire suppression incident
- (6) For high-rise, 610 seconds or less travel time for the deployment of an initial full alarm assignment at a fire suppression incident
- (7) 240 seconds or less travel time for the arrival of a unit with first responder with automatic external defibrillator (AED) or higher-level capability at an emergency medical incident
- (8) 480 seconds or less travel time for the arrival of an advanced life support (ALS) unit at an emergency medical incident, where this service is provided by the fire department provided a first responder with an AED or basic life support (BLS) unit arrived in 240 seconds or less travel time

– Amanda Stevenson 1/13/2023

ELECTRIC

Electric has no objections. Easements will be required for all underground primary to be installed, as well as transformer locations. – Steve Davis 1/03/2023

GAS

No comments – As of 1/13/23

GIS

No comments – As of 1/13/23

BUILDING

No comments – As of 1/13/23

PUBLIC WORKS

Natural gas is available and directed per City Ordinance. – Brandon Smith 12/31/22

ADDRESSING

No comments – As of 1/13/23

HOUSING & REDEVELOPMENT

No comments – As of 1/13/23

LAKE COUNTY PUBLIC WORKS

The parcels fronts SR 44 and access to the property will require permitting from Florida Department of Transportation. Lake County would request review of future development plans to review both stormwater design and floodplain impacts. Thanks Seth Lynch 1/5/23

LAKE COUNTY SCHOOLS

The school district does not have any comments for the commercial uses, the assisted living facility, rehabilitation facility, and skilled nursing uses proposed.

However, the multi-family apartments indicated for the project are subject to school concurrency review.

The applicant has been issued an Adequate Public Facilities (APF) determination for 280 multi-family dwelling units. – Helen LaValley 01/02/2023

PUBLIC RESPONSES

Approval

No comments – As of 1/13/23

Disapproval

No comments – As of 1/13/23

No comment

Notice of Appearance filed:

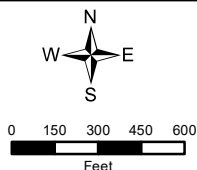
PUBLIC COMMENTS (APPROVAL WITH REQUESTS)

PUBLIC COMMENTS (DISAPPROVAL)

Aerial

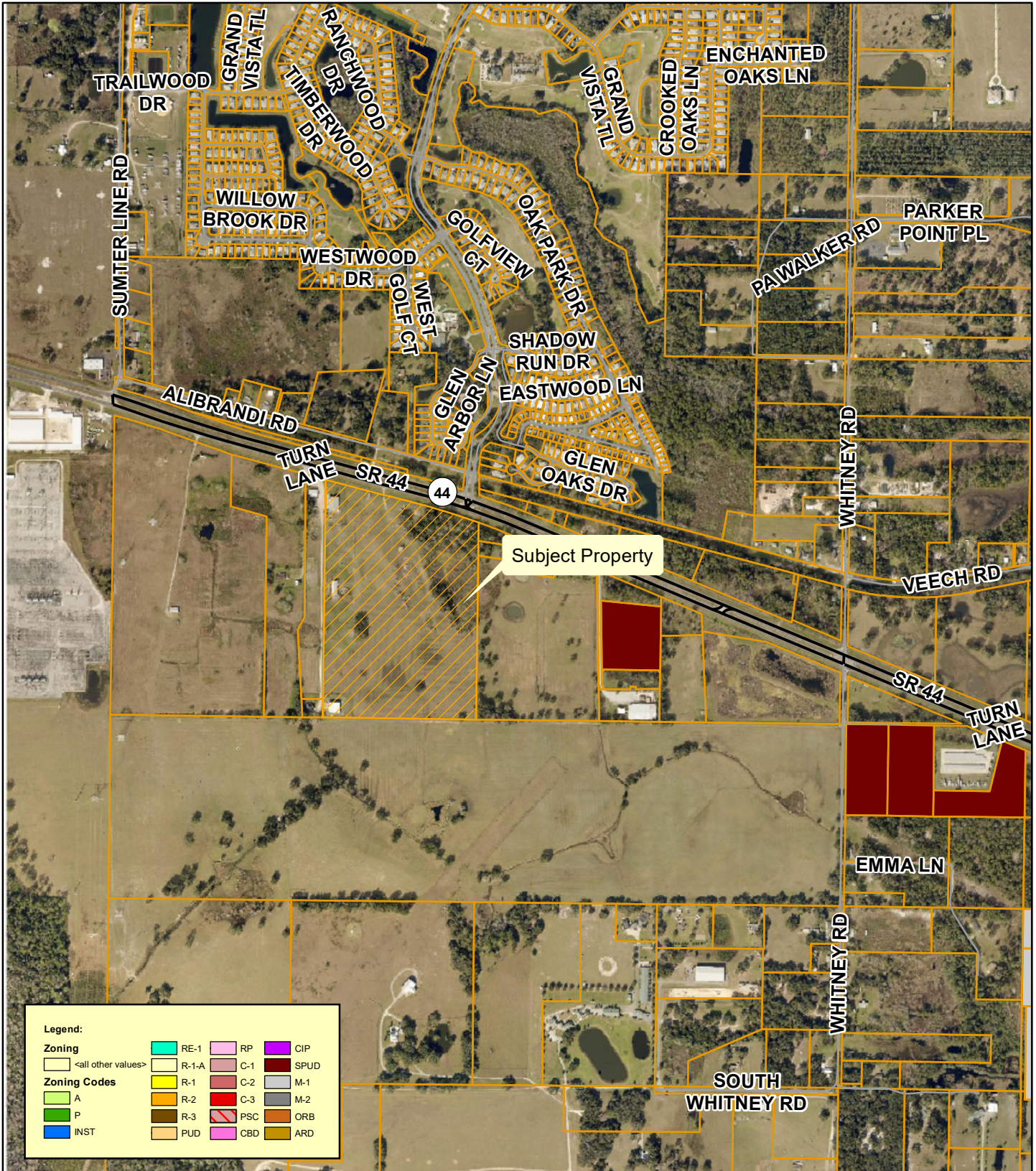


**Planning
& Zoning
Division**

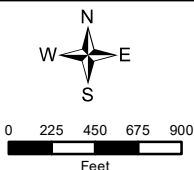


Crossings at 44
ANNX-22-568; SSCP-22-569; PUD-22-570
Alternate Key #: 1087627
Section 19, Township 19 South, Range 24 East
December 2, 2022

Zoning

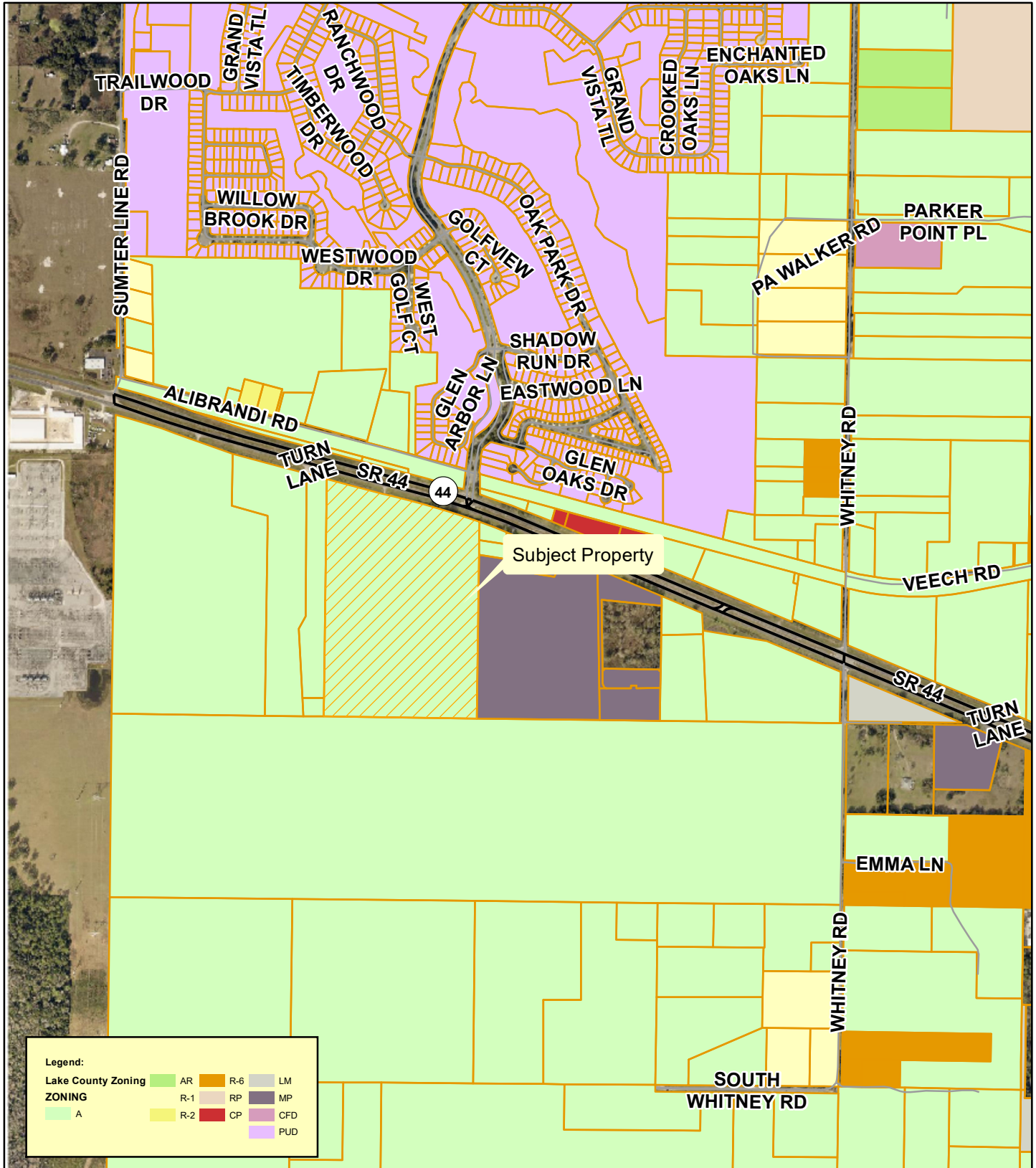


**Planning
& Zoning
Division**

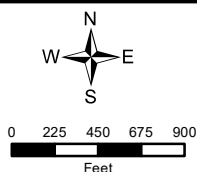


Crossings at 44
ANNX-22-568; SSCP-22-569; PUD-22-570
Alternate Key #: 1087627
Section 19, Township 19 South, Range 24 East
December 2, 2022

Lake County Zoning

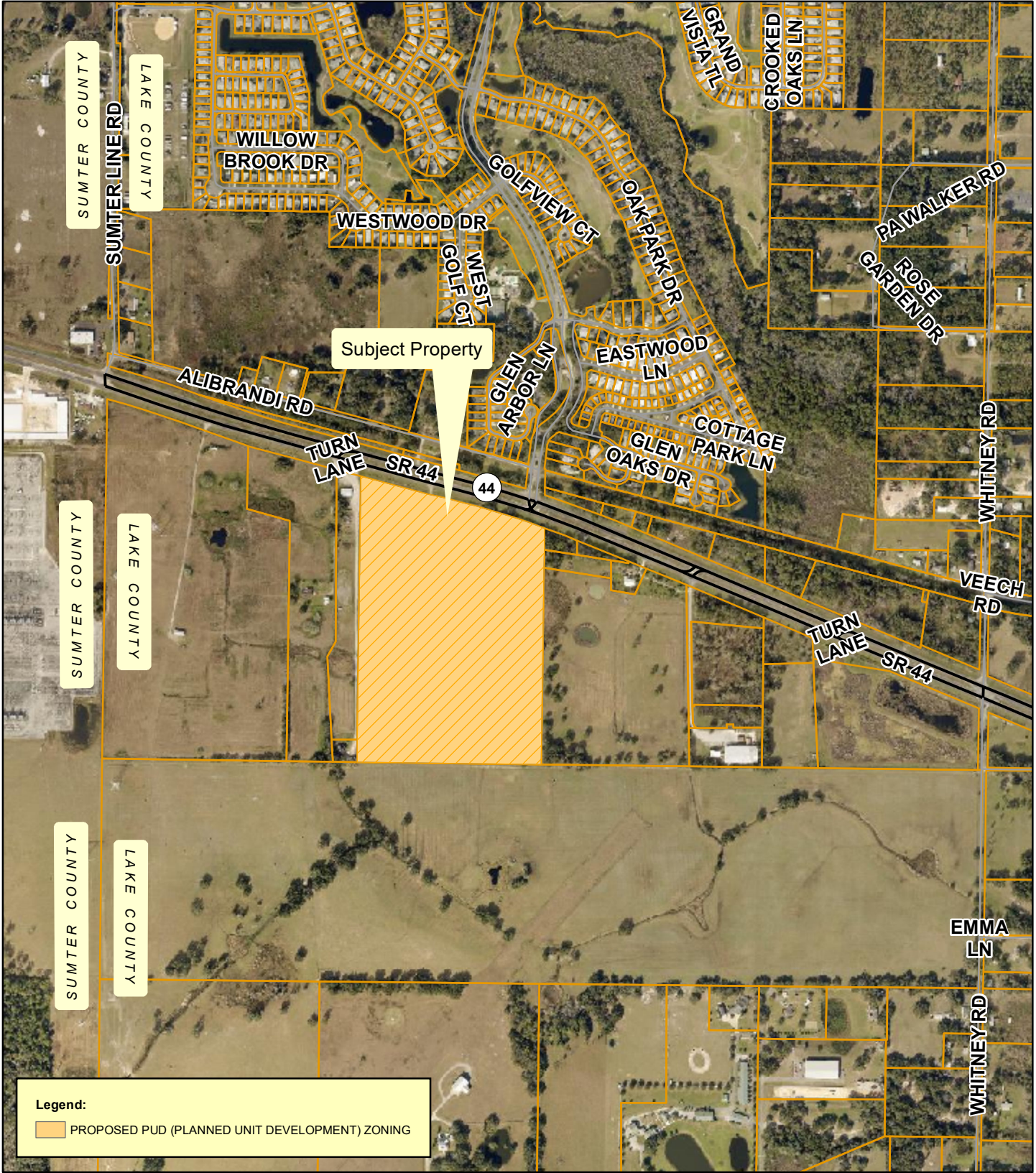


**Planning
& Zoning
Division**

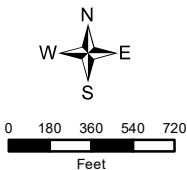


Crossings at 44
ANNX-22-568; SSCP-22-569; PUD-22-570
Alternate Key #: 1087627
Section 19, Township 19 South, Range 24 East
December 2, 2022

PROPOSED ZONING

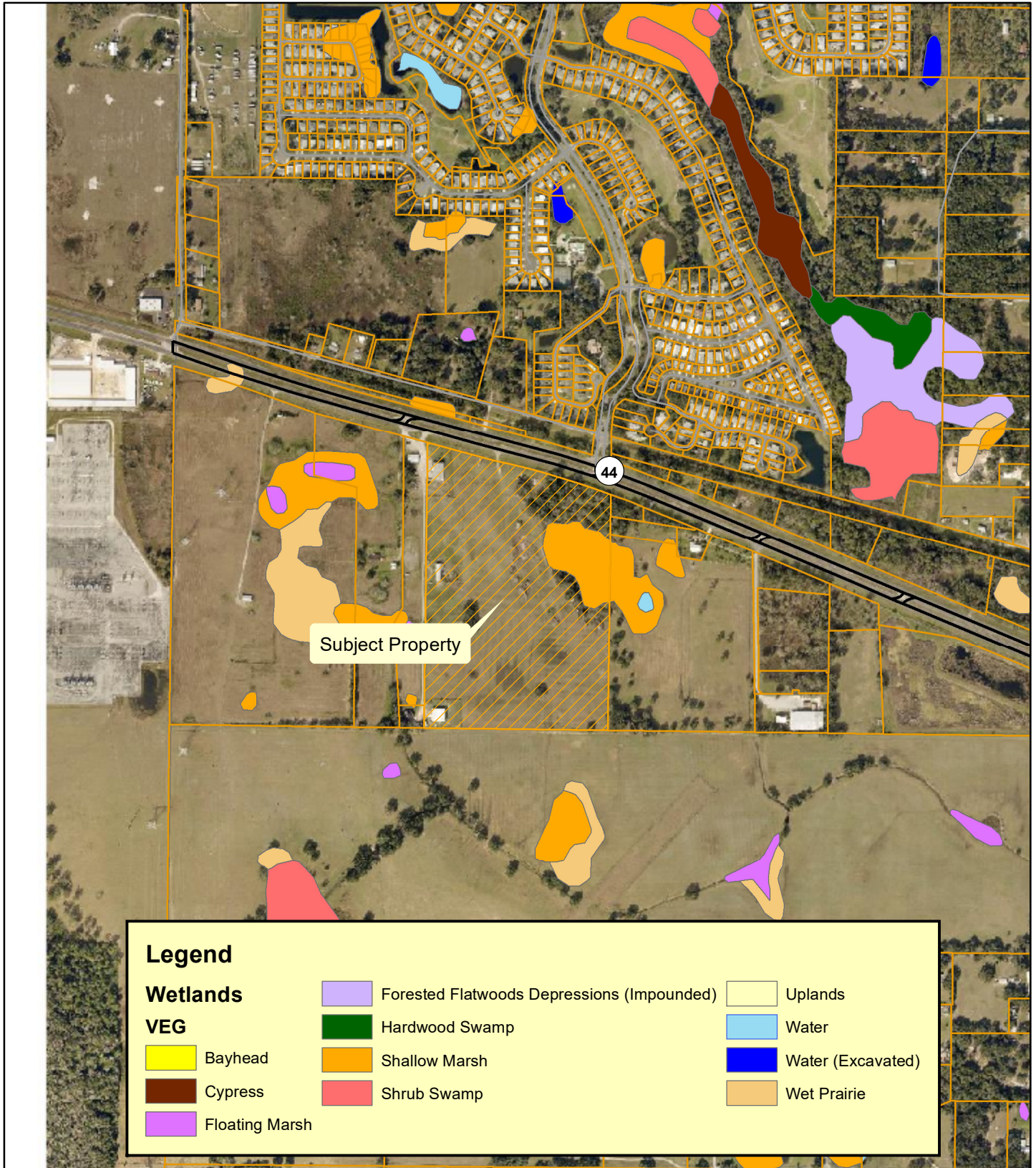


Planning
& Zoning
Division

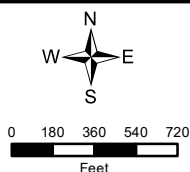


Crossings at 44
ANNX-22-568; SSCP-22-569; PUD-22-570
Alternate Key #: 1087627
Section 19, Township 19 South, Range 24 East
December 2, 2022

Wetlands

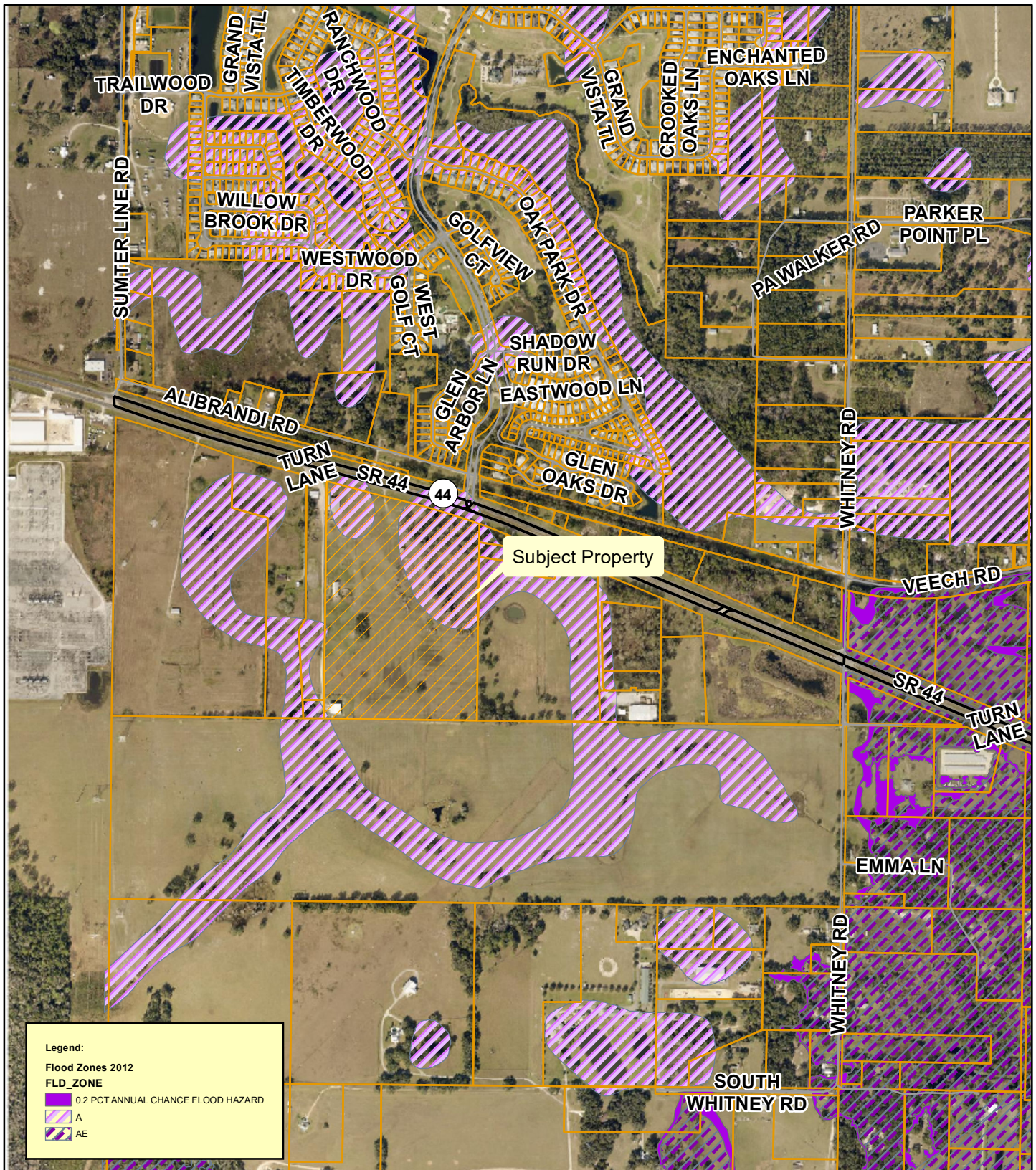


**Planning
& Zoning
Division**

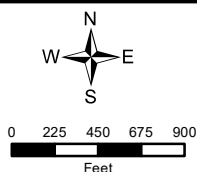


Crossings at 44
 ANN-22-568; SSCP-22-569; PUD-22-570
 Alternate Key #: 1087627
 Section 19, Township 19 South, Range 24 East
 January 19, 2023

Flood Zones



**Planning
& Zoning
Division**



Crossings at 44
ANNX-22-568; SSCP-22-569; PUD-22-570
Alternate Key #: 1087627
Section 19, Township 19 South, Range 24 East
December 2, 2022

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.B.4.

Meeting Date: February 13, 2023

From: Dan Miller, (Planning and Zoning Director)

Subject: An Ordinance of the City of Leesburg, Florida, annexing certain real property consisting of approximately 11+/- acres; and being generally located west of Haywood Worm Farm Road and north of Rogers Industrial Park Road, lying in Section 14, 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. (Fort Knox AX)

Staff Recommendation:

The Planning and Zoning staff and the Planning Commission recommend approval of the proposed ordinance for annexation of Fort Knox.

Analysis:

The applicant has submitted a request for annexation of approximately 11 +/- acres, generally located west of Haywood Worm Farm Road and north of Rogers Industrial Park Road, as shown on the attached General Location Map. At this time, the property is vacant industrial. The current zoning is Lake County A (Agriculture); the proposed zoning is City M-1 (Industrial). The reason for this request is to attain water and sewer service. The proposal of the property is a self-enclosed self-storage facility, with outdoor covered RV and/or boat storage.

The property is surrounded by Lake County A (Agriculture), Lake County R-6 (Urban Residential District), Lake County RMRP (Mobile Home Rental Park District), Lake County HM (Heavy Industrial), Lake County MP (Planned Industrial), City of Leesburg PUD (Planned Unit Development), city of Leesburg CIP (Commercial/Industrial Planned), and City of Leesburg P (Public). Under the conditions of the RZ (Rezoning) zoning case which is also on this agenda, no negative impacts are anticipated to adjacent properties.

Also, on this City Commission agenda, is a Small-Scale Comprehensive Plan Amendment, which along with the Planned Unit Development Application, had recommendations for approval from the staff and

Planning Commission at the public hearing held on January 19, 2023.

Procurement Analysis:

N/A

Options:

1. Approve the requested annexation. This would give the City jurisdiction over the use and future development of the subject site and provide for the application of City standards to this property; or
2. Disapprove the proposed annexation and allow the property to remain in the County.

Fiscal Impact:

A positive fiscal impact will result from the annexation and development of this property due to increased tax revenue added to the General Fund. Future development of the property will increase this anticipated impact.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, ANNEXING CERTAIN REAL PROPERTY CONSISTING OF APPROXIMATELY 11+/- ACRES; AND BEING GENERALLY LOCATED WEST OF HAYWOOD WORM FARM ROAD AND NORTH OF ROGERS INDUSTRIAL PARK ROAD, LYING IN SECTION 14, 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. (FORT KNOX AX)

WHEREAS, the City Commission has received written objections, recommendations, and comments from the City of Leesburg Planning Commission, acting as the Local Planning Agenda, regarding amendment of the Comprehensive Plan of the City of Leesburg, and has made recommendations to the City Commission for approval of the Plan; and

WHEREAS, the City Commission of the City of Leesburg has held public hearings on the proposed amendment to the plan, in light of written comments, proposals and objections from the general public;

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

Section 1.

Based upon the petition of Ryan Solstice (LPG Urban & Regional Planners, Agent) for Fort Knox for the property hereinafter described, shall be annexed into the city limits of the City of Leesburg, Florida, 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 hereinafter described property is hereby annexed and made a part of the city limits of the City of Leesburg, Florida. The subject property lying and situated in Lake County, Florida, is more particularly described as:

Legal Description
(See Exhibit A);

Section 2.

All of the property, real and personal, within said annexed territory, described in Section 1 above, as provided by this ordinance, and the inhabitants thereof, shall be subject to the government, jurisdiction, powers, franchises, duties, and privileges of the City of Leesburg, Florida, and the said annexed property shall be liable, proportionately, for all of the present outstanding and existing, as well as future, indebtedness of the City of Leesburg, Florida; that all of the ordinances of the City of Leesburg, and all the laws heretofore passed by the Legislature of the State of Florida relating to and which now or hereafter constitute its Charter, shall apply to and have the same force and effect on such annexed territory as if all such annexed territory had been a part of the City of Leesburg, Florida, at the time of the

passage and approval of said laws and ordinances. The property annexed here by is assigned to City Commission District 3;

Section 3.

All ordinances or parts of ordinances in conflict the any of the provisions of this ordinance are hereby repealed;

Section 4.

This ordinance shall become effective immediately upon approval at second reading.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the _____ day of _____ 2023.

THE CITY OF LEESBURG, FLORIDA

Mayor

ATTEST:

City Clerk

Exhibit A

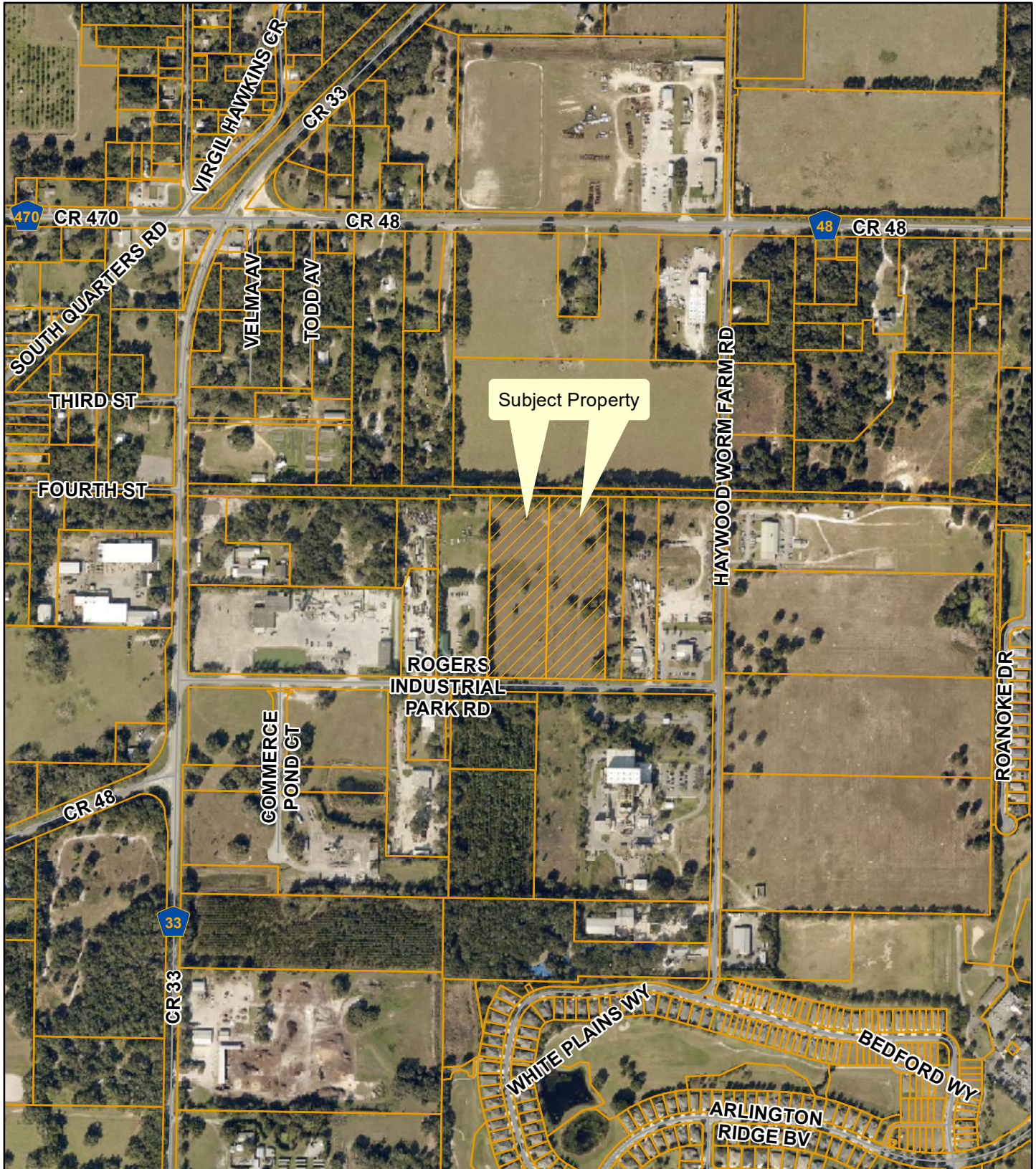
PARCEL 1: THAT PART OF LOTS 8,9, 10, 11 AND 12, IN ROADSIDE SUBDIVISION IN LAKE COUNTY, FLORIDA, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 9, PAGE 62, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, BOUNDED AND DESCRIBED AS FOLLOWS:

FROM THE SOUTHEAST CORNER OF SECTION 15, TOWNSHIP 20 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA, RUN S 89°56'10"W, ALONG THE SOUTH LINE OF SAID SECTION 15, A DISTANCE OF 25.0 FEET TO THE WEST RIGHT-OF-WAY LINE OF COUNTY ROAD 2-3210; THENCE N 00°03'15"E, ALONG SAID WEST RIGHT-OF-WAY, 444.63 FEET TO THE NORTH RIGHT-OF-WAY LINE OF JIM ROGERS INDUSTRIAL ROAD; THENCE S 89°56'10"W, ALONG SAID NORTH RIGHT-OF-WAY, 812.50 FEET TO THE POINT OF BEGINNING (P.O.B. (1)) OF THIS DESCRIPTION; FROM SAID POINT OF BEGINNING (P.O.B. (1)), CONTINUE S 89°56'10"W, ALONG SAID NORTH RIGHT-OF-WAY LINE OF JIM ROGERS INDUSTRIAL ROAD, 285.50 FEET; THENCE LEAVING SAID RIGHT-OF-WAY OF JIM ROGERS INDUSTRIAL ROAD, RUN N 00°03'15"E, 880.98 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF THE ABANDONED S.C.L. RAILROAD, THENCE ALONG SAID RIGHT-OF-WAY OF THE ABANDONED S.C.L. RAILROAD, N 89°46'20"E, 285.51 FEET TO A POINT THAT IS N 00°03'15"E, OF THE POINT OF BEGINNING, THENCE S 00°03'15"W, 881.80 FEET TO THE POINT OF BEGINNING (P.O.B. (1)).

PARCEL 2: THAT PART OF LOTS 8, 9, 10, 11 AND 12, IN ROADSIDE SUBDIVISION IN LAKE COUNTY, FLORIDA, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 9, PAGE 62, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, BOUNDED AND DESCRIBED AS FOLLOWS:

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Aerial



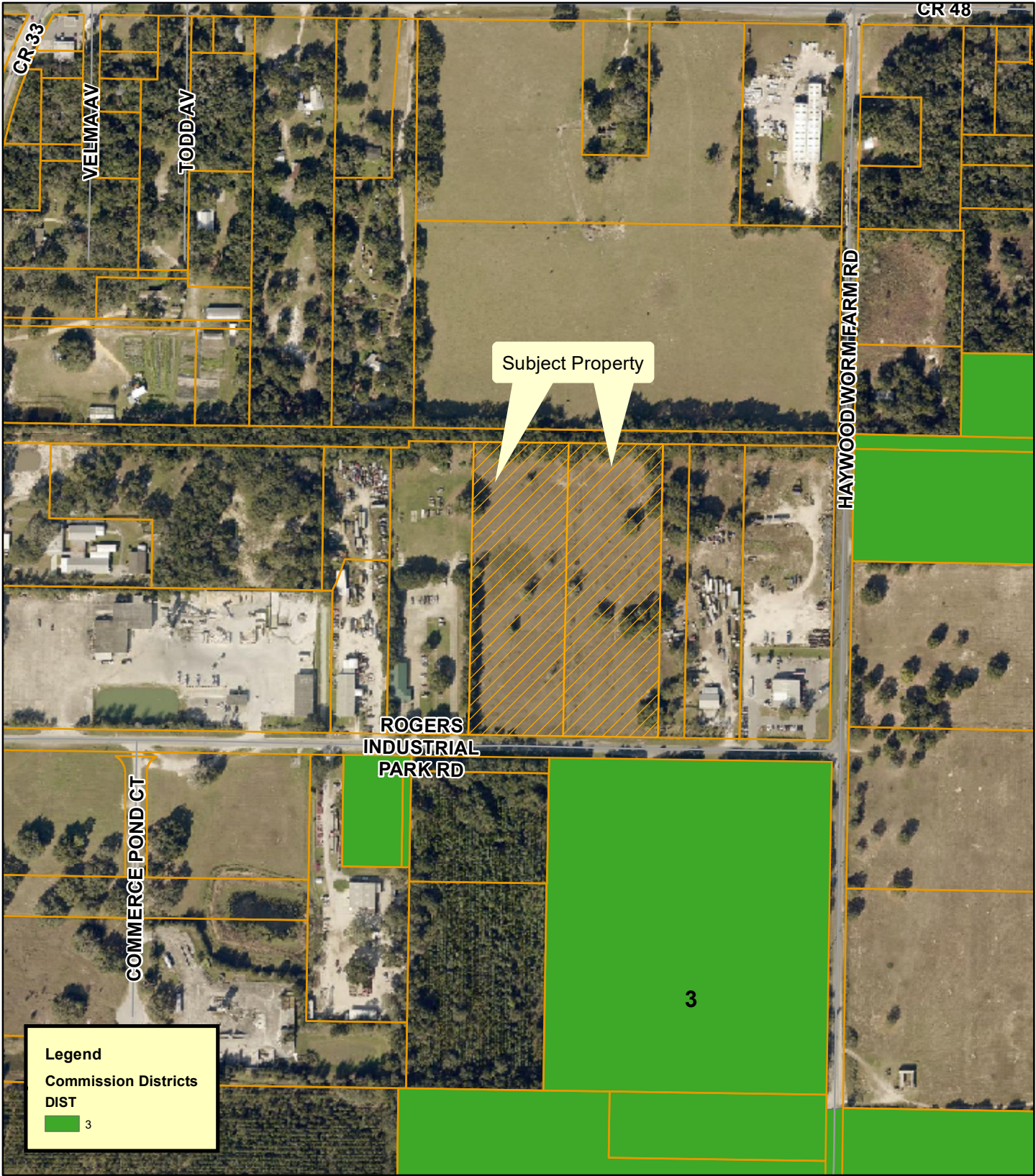
**Planning
& Zoning
Division**



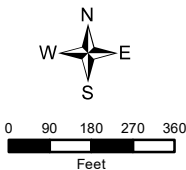
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Feet

Fort Knox Storage, Rogers Industrial Park
Project #s: SSCP-22-572; RZ-22-573
AK#s: 3811885, 3800938
Section 14, Township 20 South, Range 24 South
January 10, 2023

New Commission District



**Planning
& Zoning
Division**



Fort Knox Storage, Rogers Industrial Park
SSCP-22-572; RZ-22-573
AK#s: 3811885, 3800938
Section 14, Township 20 South, Range 24 South
January 6, 2023

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.B.5.

Meeting Date: February 13, 2023

From: Dan Miller, (Planning and Zoning Director)

Subject: An Ordinance amending the Future Land Use Map of the Comprehensive Plan of the City of Leesburg, changing the Future Land Use Map Designation of certain property containing 11 +/- acres from Lake County Industrial to City of Leesburg Industrial, for a property generally located west of Haywood Worm Farm Road and north of Rogers Industrial Park Road, lying in Section 14, Township 20 South, Range 24 East, Lake County, Florida; and providing an effective date. (Fort Knox SSCP)

Staff Recommendation:

The Planning & Zoning Staff and the Planning Commission recommend approval of the proposed small-scale comp plan amendment of the City's Future Land Use Map on 11 +/- acres from Lake County Industrial to City of Leesburg Industrial.

Analysis:

The project site is approximately 11 acres. The property is generally located west of Haywood Worm Farm Road and north of Rogers Industrial Park Road. Currently, the property is vacant industrial. The proposed use is for a self-enclosed self-storage facility, with outdoor covered RV and/or boat storage. The surrounding Future Land Use Map designations of Lake County Regional Office, Lake County Urban Medium Density, Lake County Industrial, City of Leesburg Industrial, and City of Leesburg Institutional are compatible with the proposed future land use designation of City of Leesburg Industrial. The proposed zoning designation of City Industrial will provide for development that is consistent with the City's adopted Growth Management Plan and would allow an appropriate use for the property.

This property lies within the ISBA (Interlocal Service Boundary Area) agreement. This agreement, which was approved by the City Commission on November 24, 2014, allows property within the ISBA area but outside the current city limits to be annexed and obtain City of Leesburg utility services.

The Planning Commission held a public hearing on the application on January 19, 2023 and recommended approval.

Procurement Analysis:

N/A

Options:

1. Approve the requested small-scale comprehensive plan amendment from Lake County Industrial to City of Leesburg Industrial; or
2. Other such action as the Commission may deem appropriate.

Fiscal Impact:

There is no direct fiscal impact to the City for this action. Future development of the property will increase this anticipated impact from collection of impact fees, ad valorem taxes and utility charges.

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.

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FUTURE LAND USE MAP OF THE COMPREHENSIVE PLAN OF THE CITY OF LEESBURG, CHANGING THE FUTURE LAND USE MAP DESIGNATION OF CERTAIN PROPERTY CONTAINING 11 +/- ACRES FROM LAKE COUNTY INDUSTRIAL TO CITY OF LEESBURG INDUSTRIAL, FOR A PROPERTY GENERALLY LOCATED WEST OF HAYWOOD WORM FARM ROAD AND NORTH OF ROGERS INDUSTRIAL PARK ROAD, LYING IN SECTION 14, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (FORT KNOX SSCP)

WHEREAS, the City Commission has received written objections, recommendations, and comments from the City of Leesburg Planning Commission, acting as the Local Planning Agenda, regarding amendment of the Comprehensive Plan of the City of Leesburg, and has made recommendations to the City Commission for amendment of the Plan; and

WHEREAS, the City Commission of the City of Leesburg has held public hearings on the proposed amendment to the plan, in light of written comments, proposals and objections from the general public;

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

Section 1.

The Growth Management Plan of the City of Leesburg, adopted by the City of Leesburg on December 10, 2012, pursuant to the Community Planning Act of 2011, Chapter 163, Part II, Florida Statutes, after public hearings by the City of Leesburg Planning Commission, is hereby amended in the following manner;

The Future Land Use Map is amended by changing the designation of approximately 11 acres of land generally located west of Haywood Worm Farm Road and north of Rogers Industrial Park Road from Lake County Industrial to City of Leesburg Industrial, as shown on the revised map of said area, lying in Section 14, Township 20 South, Range 24 East, Lake County, Florida;

Section 2.

All ordinances or parts of ordinances in conflict with any of the provisions of this ordinance are hereby repealed;

Section 3.

This ordinance shall become effective 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 on the _____ day of _____ 2023.

THE CITY OF LEESBURG, FLORIDA

Mayor

ATTEST:

City Clerk

Exhibit A

PARCEL 1: THAT PART OF LOTS 8,9, 10, 11 AND 12, IN ROADSIDE SUBDIVISION IN LAKE COUNTY, FLORIDA, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 9, PAGE 62, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, BOUNDED AND DESCRIBED AS FOLLOWS:

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**CITY OF LEESBURG PLANNING & ZONING DIVISION
RECOMMENDATIONS**

DATE: January 19, 2023
OWNER: Fort Knox Rogers, LLC
PETITIONER: Fort Knox Rogers, LLC
PROJECT: Fort Knox Rogers
REQUEST: Change Future Land Use Designation from Lake County Industrial to City of Leesburg Industrial.
CASE NO.: SSCP-22-572

THE PLANNING & ZONING DIVISION RECOMMENDS:

APPROVAL of this request for the following reason(s):

1. The use of the property meets the requirements of Chapter 163.3187 Florida Statutes, for Small Scale Comprehensive Plan Amendments.
2. The proposed request is compatible with the current surrounding Future Land Use designations of City of Leesburg Institutional and Industrial.
3. The proposed Future Land Use Designation of Industrial is compatible with the proposed zoning of City of Leesburg M-1 (Industrial) and does not appear to create a detriment to the adjacent Lake County Future Land Use Categories of Industrial, Regional Office, and Urban Medium Density.
4. The proposed Future Land Use Designation for the site is consistent with the City's Growth Management Plan, Future Land Use Element, Goal I, Objective 1.6.

Action Requested:

1. Vote to **approve** staff's recommendation to change the Future Land Use designation of the subject property from Lake County Industrial to City of Leesburg Industrial and forward to the City Commission for consideration.

**CITY OF LEESBURG PLANNING & ZONING DIVISION
STAFF SUMMARY**

DATE: January 19, 2023
OWNER: Fort Knox Rogers, LLC
PETITIONER: Fort Knox Rogers, LLC
PROJECT: Fort Knox Rogers
REQUEST: Change Future Land Use Designation and Rezone for industrial uses.
CASE NO.: SSCP-22-572; RZ-22-573

GENERAL LOCATION: The property is generally located west of Haywood Worm Farm Road and north of Rogers Industrial Park Road.

FUTURE LAND USE DESIGNATION: Lake County Industrial

SURROUNDING FUTURE LAND USE DESIGNATION:

North —	Lake County Regional Office; Lake County Urban Medium Density
South —	Lake County Industrial; City of Leesburg Industrial
East —	Lake County Industrial; City of Leesburg Institutional; City of Leesburg Industrial
West —	Lake County Industrial; City of Leesburg Institutional

PROPOSED FUTURE LAND USE DESIGNATION: City of Leesburg Industrial

EXISTING ZONING DESIGNATION: Lake County HM (Heavy Industrial)

SURROUNDING ZONING DESIGNATIONS:

North —	Lake County A (Agriculture); Lake County R-6 (Urban Residential District)
South —	Lake County RMRP (Mobile Home Rental Park District); Lake County HM (Heavy Industrial); Lake County MP (Planned Industrial); City of Leesburg PUD (Planned Unit Development)
East —	Lake County HM (Heavy Industrial); City of Leesburg P (Public); City of Leesburg CIP (Commercial/Industrial Planned)
West —	Lake County HM (Heavy Industrial)

PROPOSED ZONING DESIGNATION: City of Leesburg M-1 (Industrial)

EXISTING LAND USE: Vacant Industrial

SURROUNDING LAND USE:

North —	Agriculture; Mobile Home
South —	Industrial; Timber
East —	Industrial; Agriculture; Lake County Eagles Club
West —	Industrial

PROPOSED LAND USE: Industrial (storage facility)

**CITY OF LEESBURG PLANNING & ZONING DIVISION
DEPARTMENTAL REVIEW SUMMARY**

DATE: December 29, 2022
OWNER: Fort Knox Rogers, LLC
PETITIONER: Fort Knox Rogers, LLC
PROJECT: Fort Knox Rogers, LLC
REQUEST: Change Future Land Use Designation and Rezone for industrial uses.
CASE NO.: SSCP-22-572; RZ-22-573

THE FOLLOWING COMMENTS RECEIVED FROM EACH DEPARTMENT:

POLICE

No comments – As of 1/13/23

FIRE

No comments from Leesburg Fire Department. Amanda Stevenson 1/13/23

ELECTRIC

This is outside the Leesburg Electric Service Territory. Steve Davis 12/29/22

GAS

No comments – As of 1/13/23

GIS

No comments – As of 1/13/23

BUILDING

No comments – As of 1/13/23

PUBLIC WORKS

No comments – As of 1/13/23

ADDRESSING

No comments – As of 1/13/23

HOUSING & REDEVELOPMENT

No comments – As of 1/13/23

LAKE COUNTY PUBLIC WORKS

No comments – As of 1/13/23

LAKE COUNTY SCHOOLS

The school district does not have any comments for the proposed FLUA and rezoning for the self-service storage (industrial) use. - Helen LaValley 1/2/23

PUBLIC RESPONSES

Approval

No comments – As of 1/13/23

Disapproval

No comments – As of 1/13/23

No comment

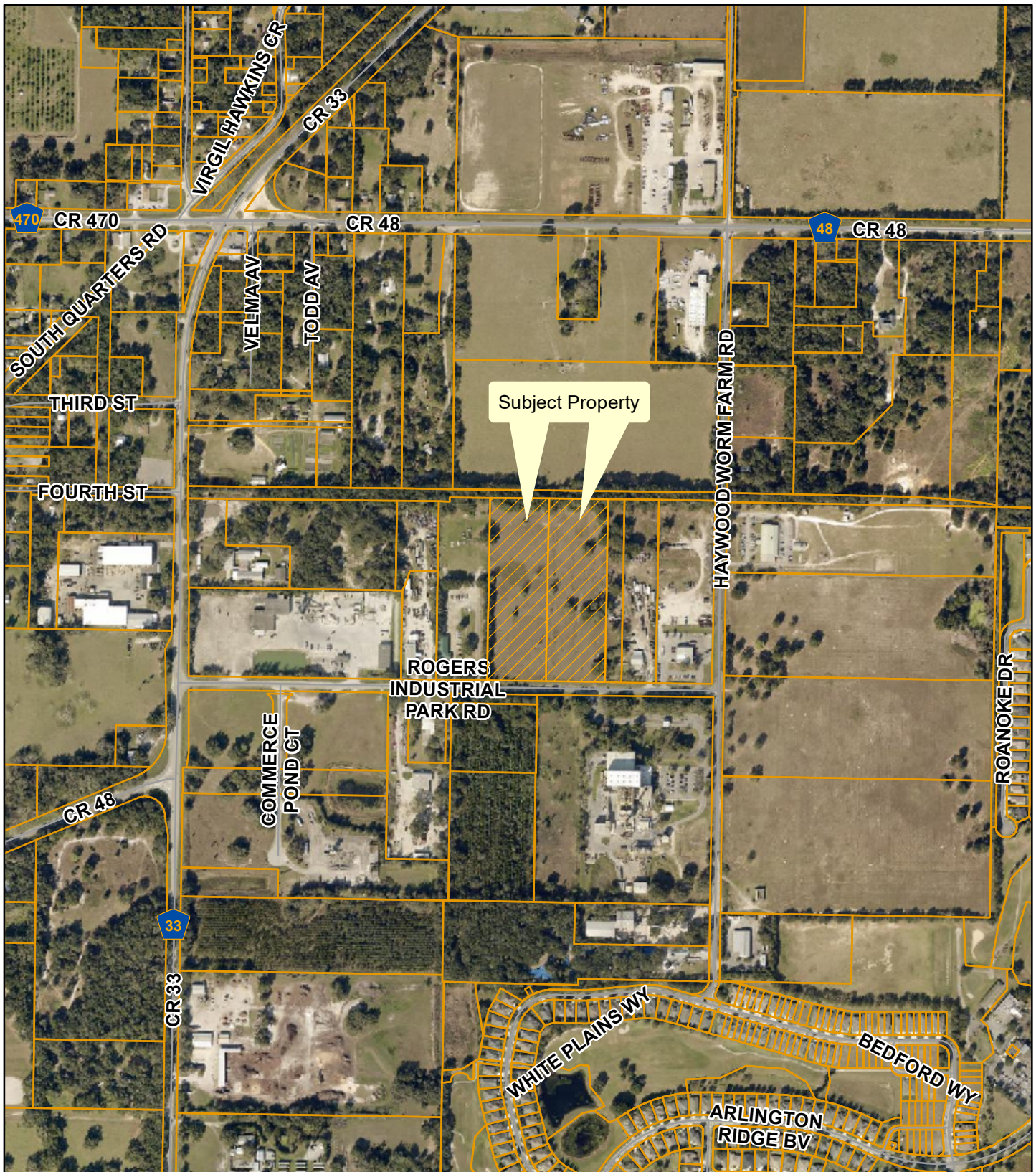
No comments – As of 1/13/23

Notice of Appearance filed:

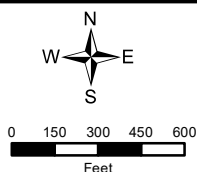
PUBLIC COMMENTS (APPROVAL WITH REQUESTS)

PUBLIC COMMENTS (DISAPPROVAL)

Aerial

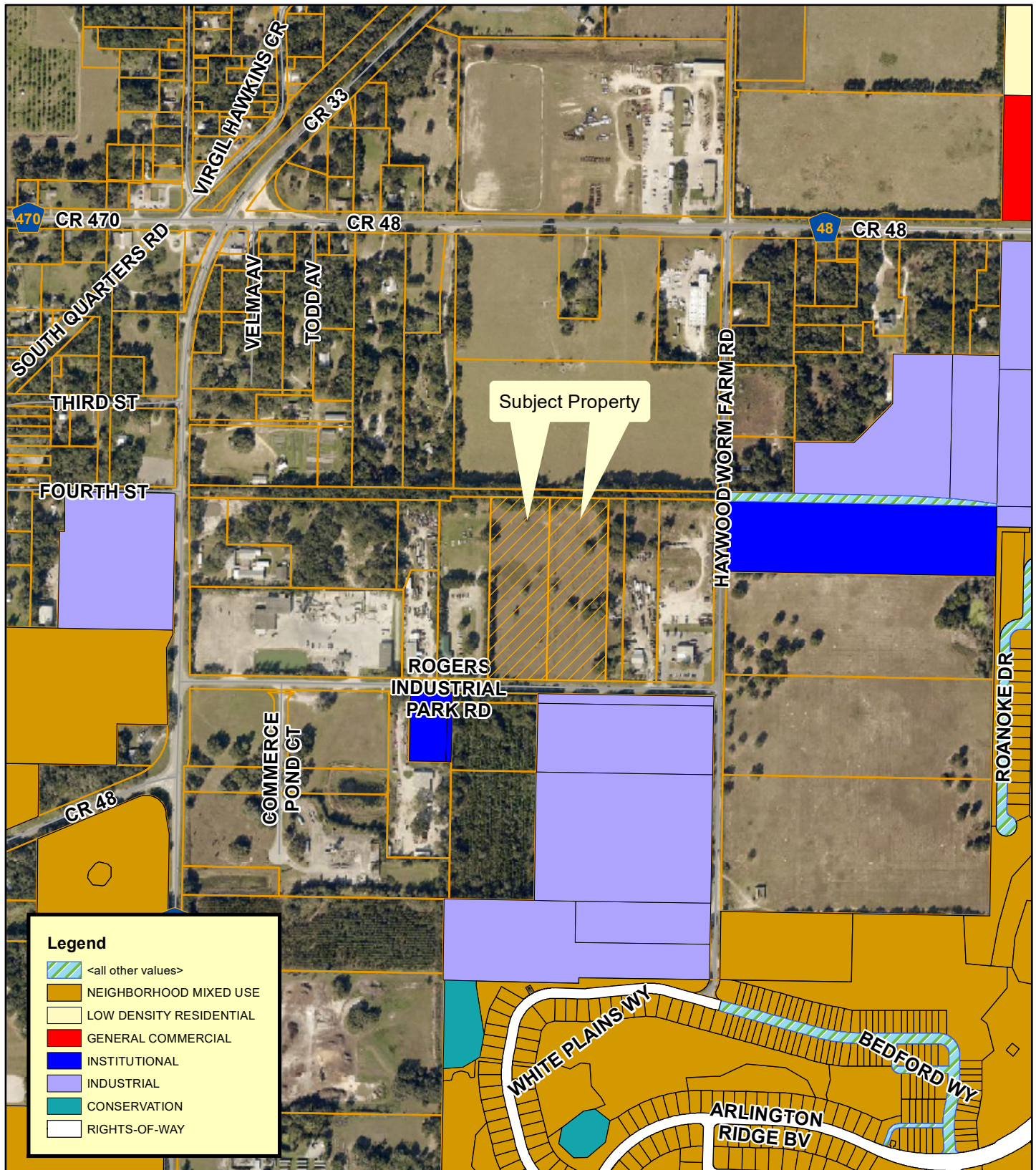


**Planning
& Zoning
Division**

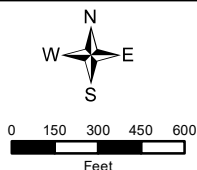


Fort Knox Storage, Rogers Industrial Park
 Project #s: SSCP-22-572; RZ-22-573
 AK#s: 3811885, 3800938
 Section 14, Township 20 South, Range 24 South
 January 10, 2023

City of Leesburg Future Land Use

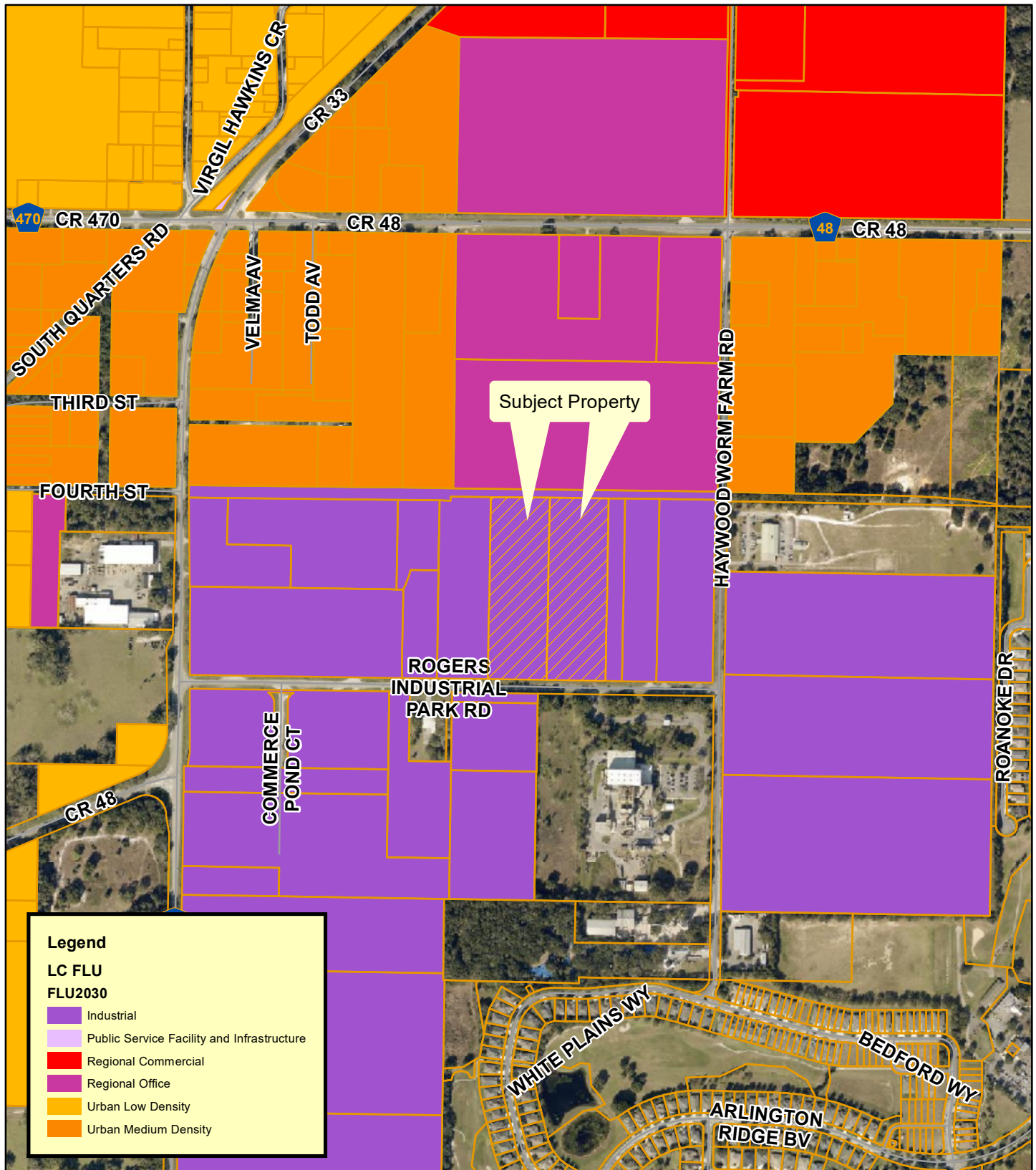


**Planning
& Zoning
Division**

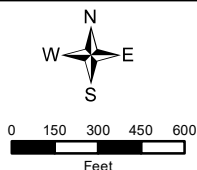


Fort Knox Storage, Rogers Industrial Park
 Project #s: SSCP-22-572; RZ-22-573
 AK#s: 3811885, 3800938
 Section 14, Township 20 South, Range 24 South
 January 10, 2023

Lake County Future Land Use

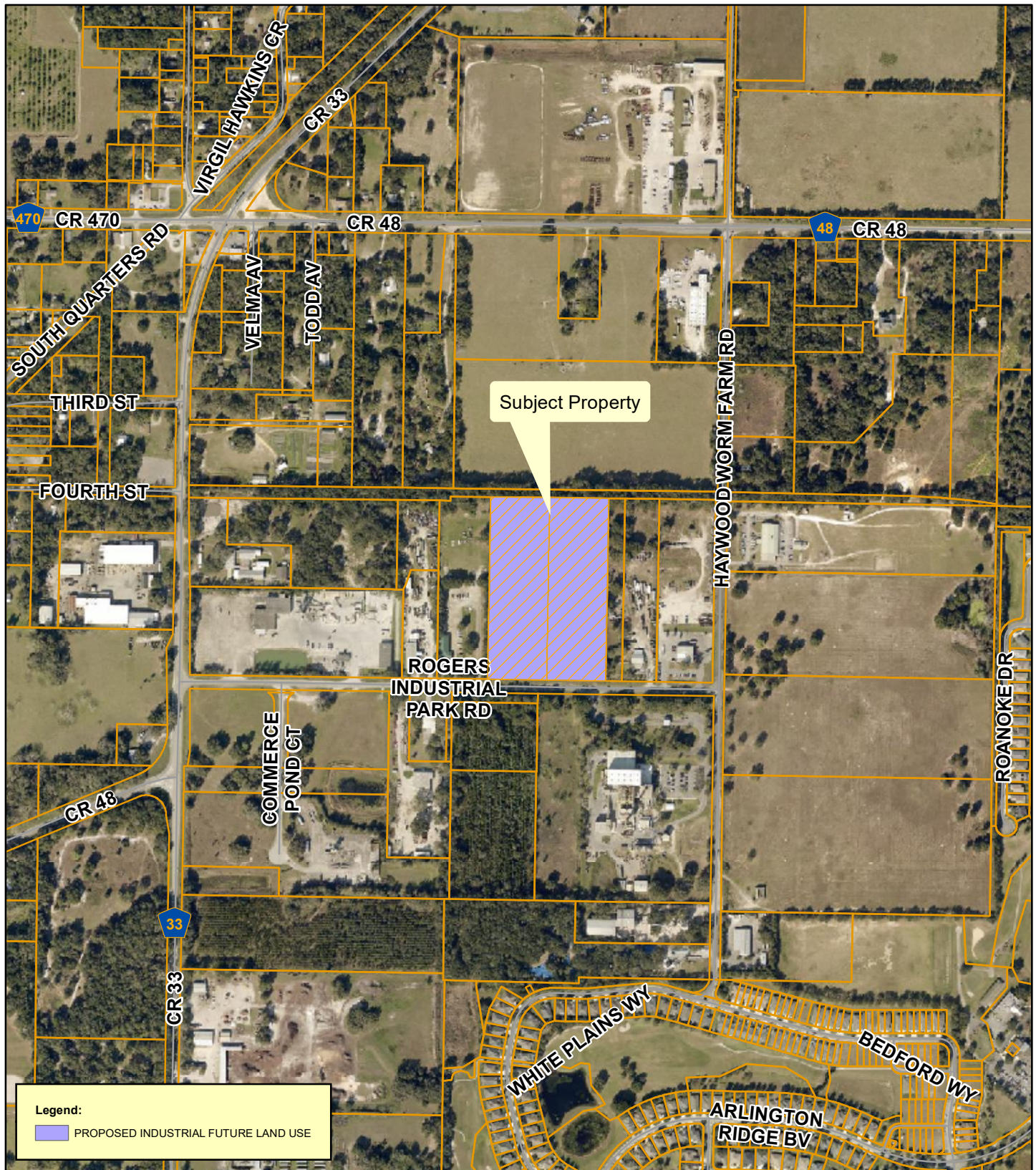


**Planning
& Zoning
Division**

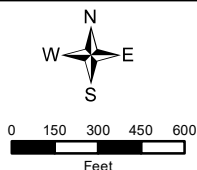


Fort Knox Storage, Rogers Industrial Park
 Project #s: SSCP-22-572; RZ-22-573
 AK#s: 3811885, 3800938
 Section 14, Township 20 South, Range 24 South
 January 10, 2023

PROPOSED FUTURE LAND USE

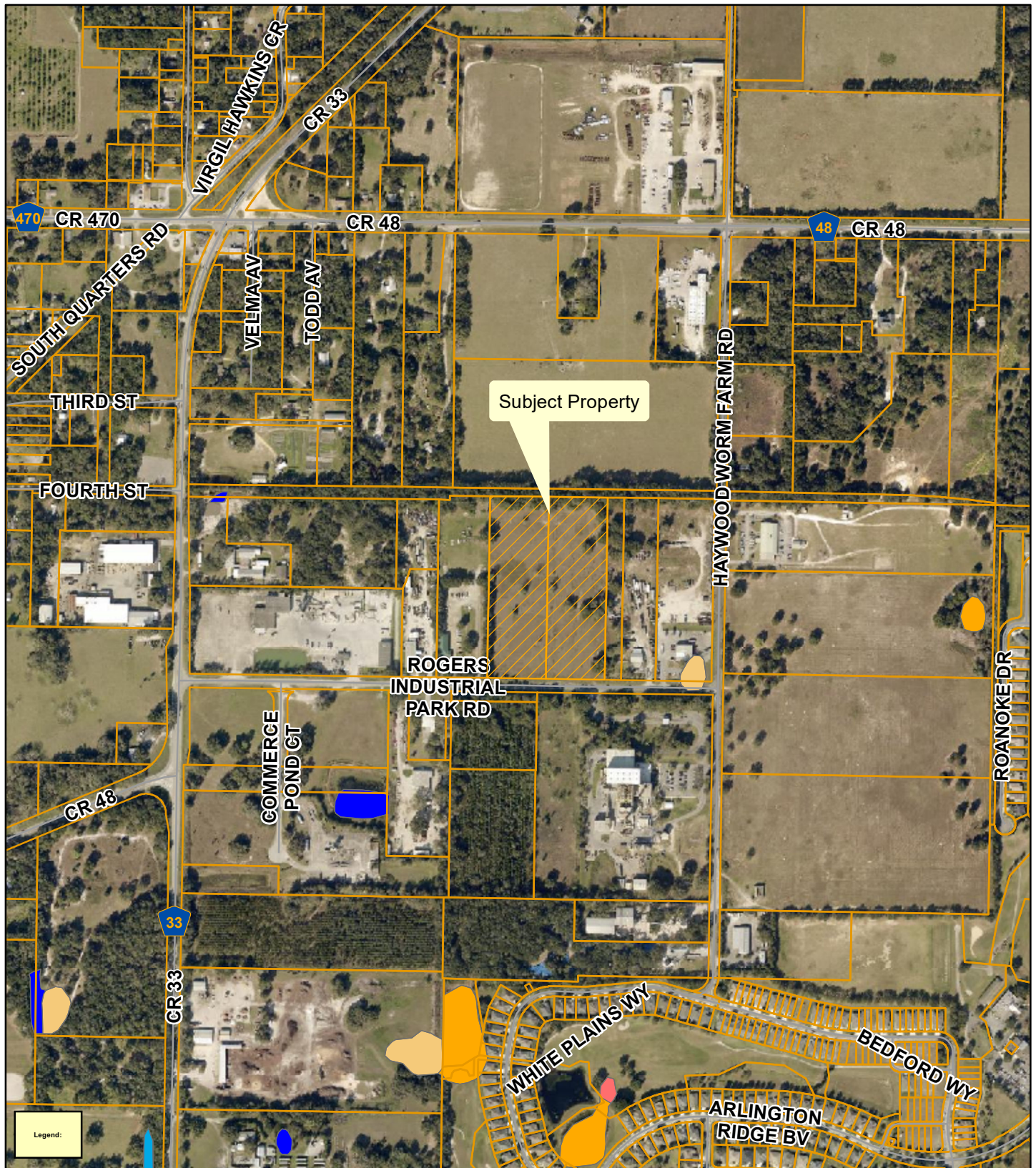


**Planning
& Zoning
Division**



Fort Knox Storage, Rogers Industrial Park
AK#s: 3811885, 3800938
Section 14, Township 20 South, Range 24 South
December 2, 2022

Wetlands



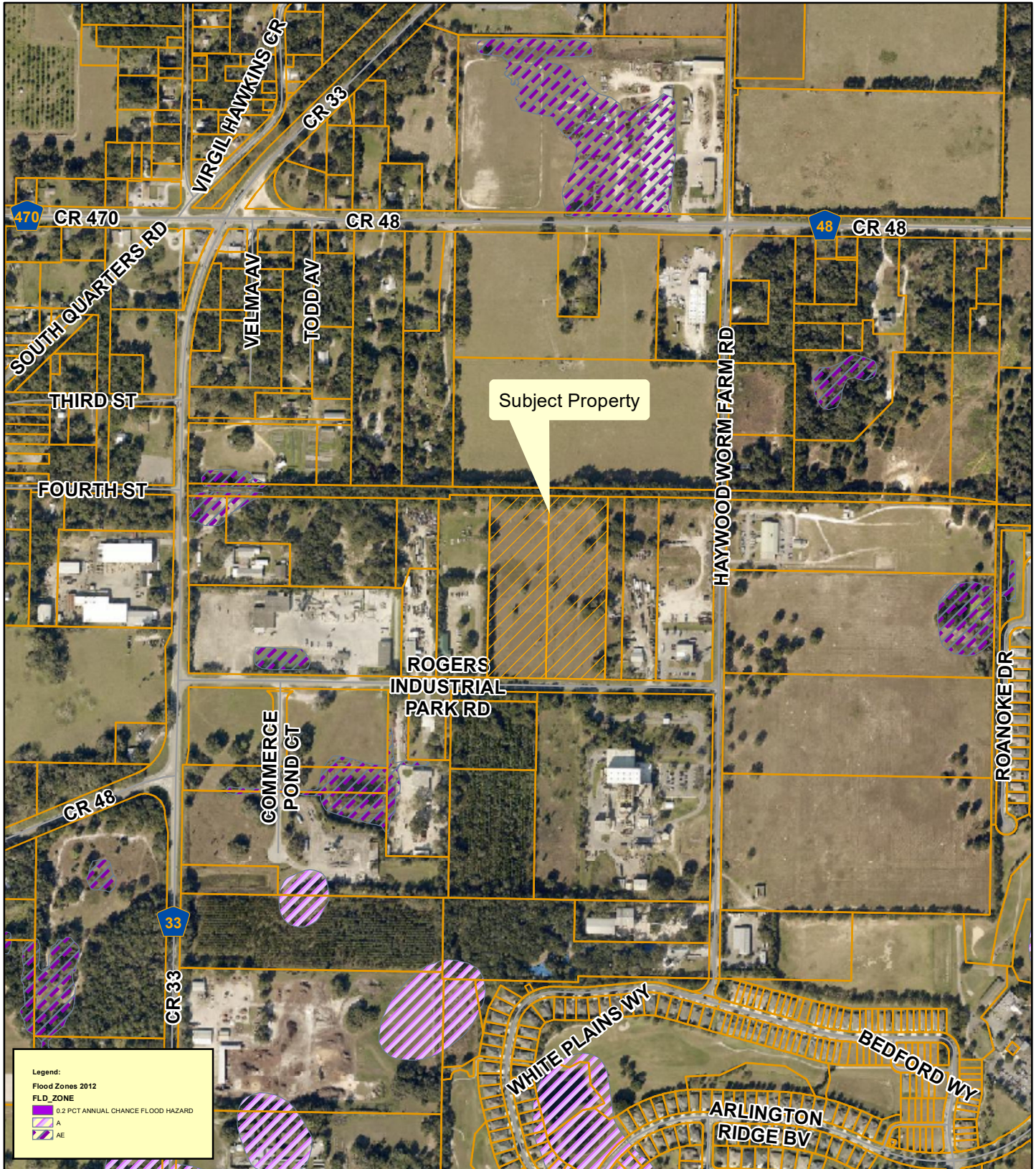
**Planning
& Zoning
Division**



0 150 300 450 600
Feet

Fort Knox Storage, Rogers Industrial Park
AK#s: 3811885, 3800938
Section 14, Township 20 South, Range 24 South
December 2, 2022

Flood Zones



**Planning
& Zoning
Division**



0 150 300 450 600
Feet

Fort Knox Storage, Rogers Industrial Park
AK#s: 3811885, 3800938
Section 14, Township 20 South, Range 24 South
December 2, 2022

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.B.6.

Meeting Date: February 13, 2023

From: Dan Miller, (Planning and Zoning Director)

Subject: An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 11 +/- acres from Lake County HM (Heavy Industrial) to City of Leesburg M-1 (Industrial) to allow for a self-enclosed self-storage facility, with outdoor covered RV and/or boat storage for a property generally located west of Haywood Worm Farm Road and north of Rogers Industrial Park Road, lying in Section 14, Township 20 South, Range 24 East, Lake County, Florida; and providing an effective date. (Fort Knox RZ)

Staff Recommendation:

Planning and Zoning Staff and Planning Commission recommend approval of the request to rezone the subject property from Lake County HM (Heavy Industrial) to City of Leesburg M-1 (Industrial) to allow for a self-enclosed self-storage facility, with outdoor covered RV and/or boat storage.

Analysis:

The project site is approximately 11 +/- acres, and is generally located west of Haywood Worm Farm Road and north of Rogers Industrial Park Road as shown on the attached maps. At this time, the property is vacant industrial. The proposal will allow for a self-enclosed self-storage facility, with outdoor covered RV and/or boat storage. The existing land uses surrounding the property are agriculture, mobile home, industrial, timber, and the Lake County Eagles Club. City of Leesburg utilities are available nearby.

The Planning Commission held a public hearing on the application on January 19, 2023 and recommended approval.

Procurement Analysis:

N/A

Options:

1. Approve the proposed rezoning to City of Leesburg M-1 (Industrial); 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.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE ZONING ON APPROXIMATELY 11 +/- ACRES FROM LAKE COUNTY HM (HEAVY INDUSTRIAL) TO CITY OF LEESBURG M-1 (INDUSTRIAL) TO ALLOW FOR A SELF-ENCLOSED SELF-STORAGE FACILITY, WITH OUTDOOR COVERED RV AND/OR BOAT STORAGE FOR A PROPERTY GENERALLY LOCATED WEST OF HAYWOOD WORM FARM ROAD AND NORTH OF ROGERS INDUSTRIAL PARK ROAD, LYING IN SECTION 14, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (FORT KNOX RZ)

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

Section 1.

Based upon the petition of Ryan Solstice (LPG Urban & Regional Planners, Agent) for Fort Knox 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 Lake County HM (Heavy Industrial) to City of Leesburg M-1 (Industrial), to-wit:

(Legal Description)
(See Exhibit A)

Section 2.

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 _____ 2023.

THE CITY OF LEESBURG, FLORIDA

Mayor

ATTEST:

City Clerk

Exhibit A

PARCEL 1: THAT PART OF LOTS 8,9, 10, 11 AND 12, IN ROADSIDE SUBDIVISION IN LAKE COUNTY, FLORIDA, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 9, PAGE 62, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, BOUNDED AND DESCRIBED AS FOLLOWS:

FROM THE SOUTHEAST CORNER OF SECTION 15, TOWNSHIP 20 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA, RUN S 89°56'10"W, ALONG THE SOUTH LINE OF SAID SECTION 15, A DISTANCE OF 25.0 FEET TO THE WEST RIGHT-OF-WAY LINE OF COUNTY ROAD 2-3210; THENCE N 00°03'15"E, ALONG SAID WEST RIGHT-OF-WAY, 444.63 FEET TO THE NORTH RIGHT-OF-WAY LINE OF JIM ROGERS INDUSTRIAL ROAD; THENCE S 89°56'10"W, ALONG SAID NORTH RIGHT-OF-WAY, 812.50 FEET TO THE POINT OF BEGINNING (P.O.B. (1)) OF THIS DESCRIPTION; FROM SAID POINT OF BEGINNING (P.O.B. (1)), CONTINUE S 89°56'10"W, ALONG SAID NORTH RIGHT-OF-WAY LINE OF JIM ROGERS INDUSTRIAL ROAD, 285.50 FEET; THENCE LEAVING SAID RIGHT-OF-WAY OF JIM ROGERS INDUSTRIAL ROAD, RUN N 00°03'15"E, 880.98 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF THE ABANDONED S.C.L. RAILROAD, THENCE ALONG SAID RIGHT-OF-WAY OF THE ABANDONED S.C.L. RAILROAD, N 89°46'20"E, 285.51 FEET TO A POINT THAT IS N 00°03'15"E, OF THE POINT OF BEGINNING, THENCE S 00°03'15"W, 881.80 FEET TO THE POINT OF BEGINNING (P.O.B. (1)).

PARCEL 2: THAT PART OF LOTS 8, 9, 10, 11 AND 12, IN ROADSIDE SUBDIVISION IN LAKE COUNTY, FLORIDA, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 9, PAGE 62, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, BOUNDED AND DESCRIBED AS FOLLOWS:

FROM THE SOUTHEAST CORNER OF SECTION 15, TOWNSHIP 20 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA, RUN S 89°56'10" W, ALONG THE SOUTH LINE OF SAID SECTION 15, A DISTANCE OF 25.0 FEET TO THE WEST RIGHT-OF-WAY LINE OF COUNTRY ROAD 2-3210; THENCE N 00°03'15" E., ALONG SAID WEST RIGHT-OF-WAY, 444.63 FEET TO THE NORTH RIGHT-OF-WAY LINE OF JIM ROGERS INDUSTRIAL ROAD; THENCE S 89°56'10"W, ALONG SAID NORTH RIGHT-OF-WAY 527.0 FEET TO THE POINT OF BEGINNING (P.O.B. (2)) OF THIS DESCRIPTION; FROM SAID POINT OF BEGINNING (P.O.B. (2)), CONTINUE S 89°56'10"W, ALONG SAID NORTH RIGHT-OF-WAY LINE OF JIM ROGERS INDUSTRIAL ROAD, 285.50 FEET; THENCE LEAVING SAID RIGHT-OF-WAY OF JIM ROGERS INDUSTRIAL ROAD, RUN N 00°03'15"E, 881.80 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF THE ABANDONED S.C.L. RAILROAD; THENCE ALONG SAID RIGHT-OF-WAY OF THE ABANDONED S.C.L. RAILROAD, N 89°46'20"E, 285.50 FEET TO A POINT THAT IS N 00°03'15"E, OF THE POINT OF BEGINNING, THENCE S 00°03'15"W, 882.61 FEET TO THE POINT OF BEGINNING (P.O.B. (2)).



**CITY OF LEESBURG PLANNING & ZONING DIVISION
RECOMMENDATIONS**

DATE: January 19, 2023
OWNER: Fort Knox Rogers, LLC
PETITIONER: Fort Knox Rogers, LLC
PROJECT: Fort Knox Rogers
REQUEST: Rezone from Lake County HM (Heavy Industrial) to City of Leesburg M-1 (Industrial) for industrial uses.
CASE NO.: RZ-22-573

THE PLANNING & ZONING DIVISION RECOMMENDS:

APPROVAL of this request for the following reason(s):

1. The proposed request is compatible with the current surrounding zoning districts of Lake County HM (Heavy Industrial); A (Agriculture); R-6 (Urban Residential District); MP (Planned Industrial); and City of Leesburg PUD (Planned Unit Development).
2. The proposed request is compatible with the proposed Future Land Use designation of City of Leesburg Industrial, and the current surrounding Future Land Use designations of Lake County Industrial, Regional Office, and Urban Medium Density; and City of Leesburg Institutional and Industrial.
3. The proposed request will allow industrial development for the property that is consistent with the ongoing development patterns along the County Road 33 industrial area.
4. The proposed request does not appear to create a detriment to surrounding properties, based on the location and proximity to compatible development.

Action Requested:

1. Vote to **approve** staff's recommendation to rezone the subject property from Lake County HM (Heavy Industrial) to City of Leesburg M-1 (Industrial) and forward to the City Commission for consideration.

**CITY OF LEESBURG PLANNING & ZONING DIVISION
STAFF SUMMARY**

DATE: January 19, 2023
OWNER: Fort Knox Rogers, LLC
PETITIONER: Fort Knox Rogers, LLC
PROJECT: Fort Knox Rogers
REQUEST: Change Future Land Use Designation and Rezone for industrial uses.
CASE NO.: SSCP-22-572; RZ-22-573

GENERAL LOCATION: The property is generally located west of Haywood Worm Farm Road and north of Rogers Industrial Park Road.

FUTURE LAND USE DESIGNATION: Lake County Industrial

SURROUNDING FUTURE LAND USE DESIGNATION:

North —	Lake County Regional Office; Lake County Urban Medium Density
South —	Lake County Industrial; City of Leesburg Industrial
East —	Lake County Industrial; City of Leesburg Institutional; City of Leesburg Industrial
West —	Lake County Industrial; City of Leesburg Institutional

PROPOSED FUTURE LAND USE DESIGNATION: City of Leesburg Industrial

EXISTING ZONING DESIGNATION: Lake County HM (Heavy Industrial)

SURROUNDING ZONING DESIGNATIONS:

North —	Lake County A (Agriculture); Lake County R-6 (Urban Residential District)
South —	Lake County RMRP (Mobile Home Rental Park District); Lake County HM (Heavy Industrial); Lake County MP (Planned Industrial); City of Leesburg PUD (Planned Unit Development)
East —	Lake County HM (Heavy Industrial); City of Leesburg P (Public); City of Leesburg CIP (Commercial/Industrial Planned)
West —	Lake County HM (Heavy Industrial)

PROPOSED ZONING DESIGNATION: City of Leesburg M-1 (Industrial)

EXISTING LAND USE: Vacant Industrial

SURROUNDING LAND USE:

North —	Agriculture; Mobile Home
South —	Industrial; Timber
East —	Industrial; Agriculture; Lake County Eagles Club
West —	Industrial

PROPOSED LAND USE: Industrial (storage facility)

**CITY OF LEESBURG PLANNING & ZONING DIVISION
DEPARTMENTAL REVIEW SUMMARY**

DATE: December 29, 2022
OWNER: Fort Knox Rogers, LLC
PETITIONER: Fort Knox Rogers, LLC
PROJECT: Fort Knox Rogers, LLC
REQUEST: Change Future Land Use Designation and Rezone for industrial uses.
CASE NO.: SSCP-22-572; RZ-22-573

THE FOLLOWING COMMENTS RECEIVED FROM EACH DEPARTMENT:

POLICE

No comments – As of 1/13/23

FIRE

No comments from Leesburg Fire Department. Amanda Stevenson 1/13/23

ELECTRIC

This is outside the Leesburg Electric Service Territory. Steve Davis 12/29/22

GAS

No comments – As of 1/13/23

GIS

No comments – As of 1/13/23

BUILDING

No comments – As of 1/13/23

PUBLIC WORKS

No comments – As of 1/13/23

ADDRESSING

No comments – As of 1/13/23

HOUSING & REDEVELOPMENT

No comments – As of 1/13/23

LAKE COUNTY PUBLIC WORKS

No comments – As of 1/13/23

LAKE COUNTY SCHOOLS

The school district does not have any comments for the proposed FLUA and rezoning for the self-service storage (industrial) use. - Helen LaValley 1/2/23

PUBLIC RESPONSES

Approval

No comments – As of 1/13/23

Disapproval

No comments – As of 1/13/23

No comment

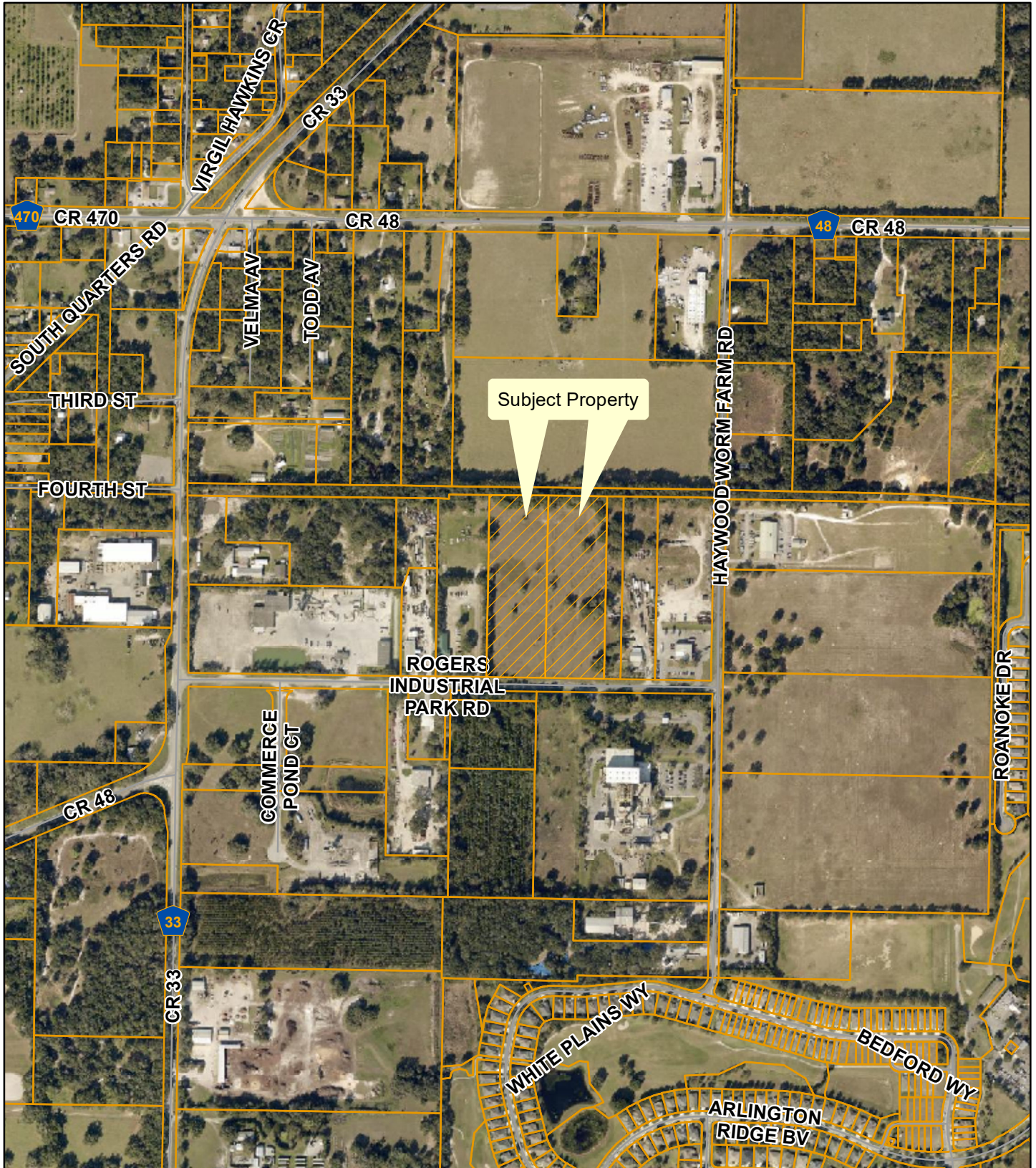
No comments – As of 1/13/23

Notice of Appearance filed:

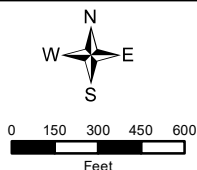
PUBLIC COMMENTS (APPROVAL WITH REQUESTS)

PUBLIC COMMENTS (DISAPPROVAL)

Aerial

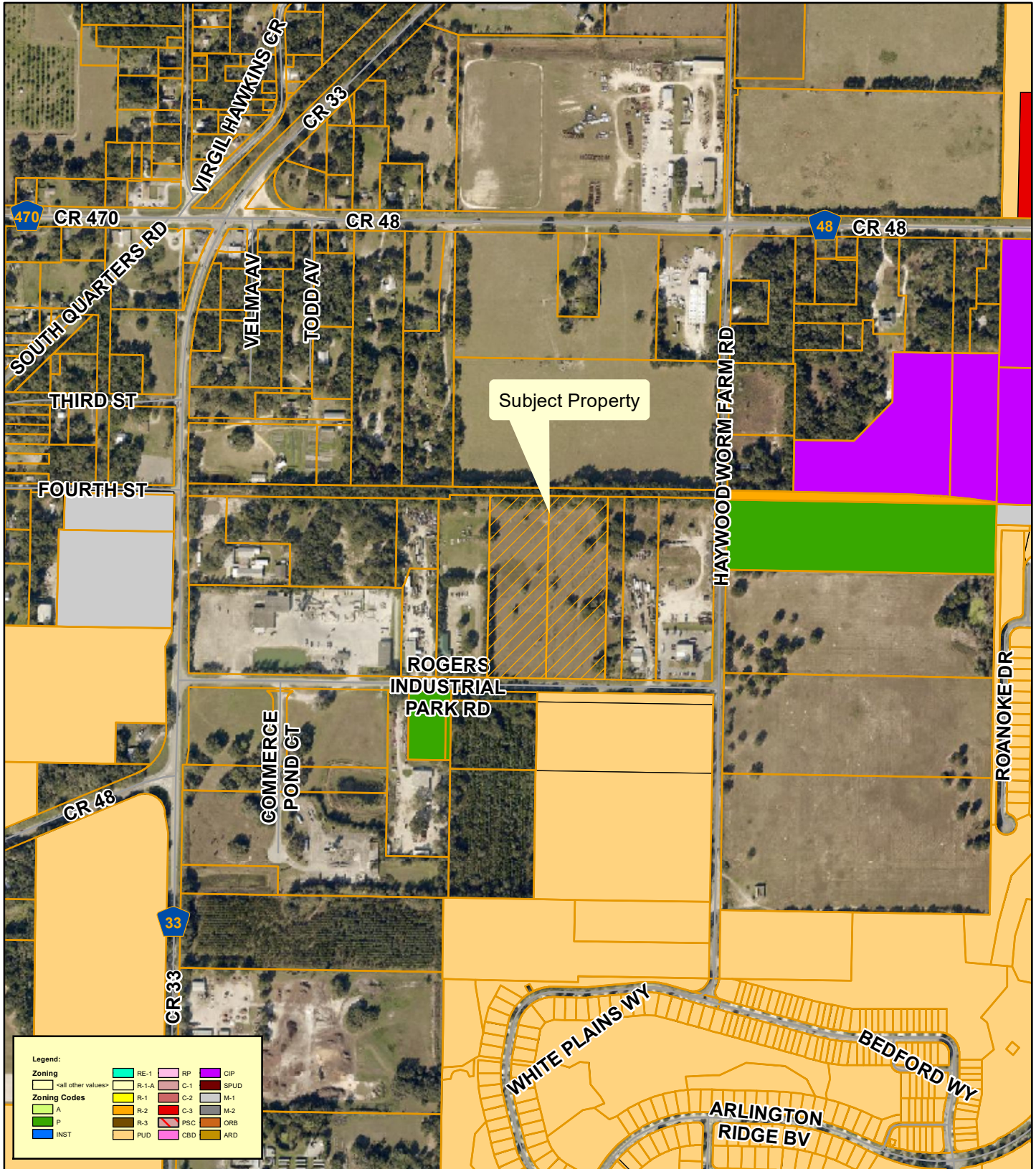


**Planning
& Zoning
Division**



Fort Knox Storage, Rogers Industrial Park
Project #s: SSCP-22-572; RZ-22-573
AK#s: 3811885, 3800938
Section 14, Township 20 South, Range 24 South
January 10, 2023

Zoning



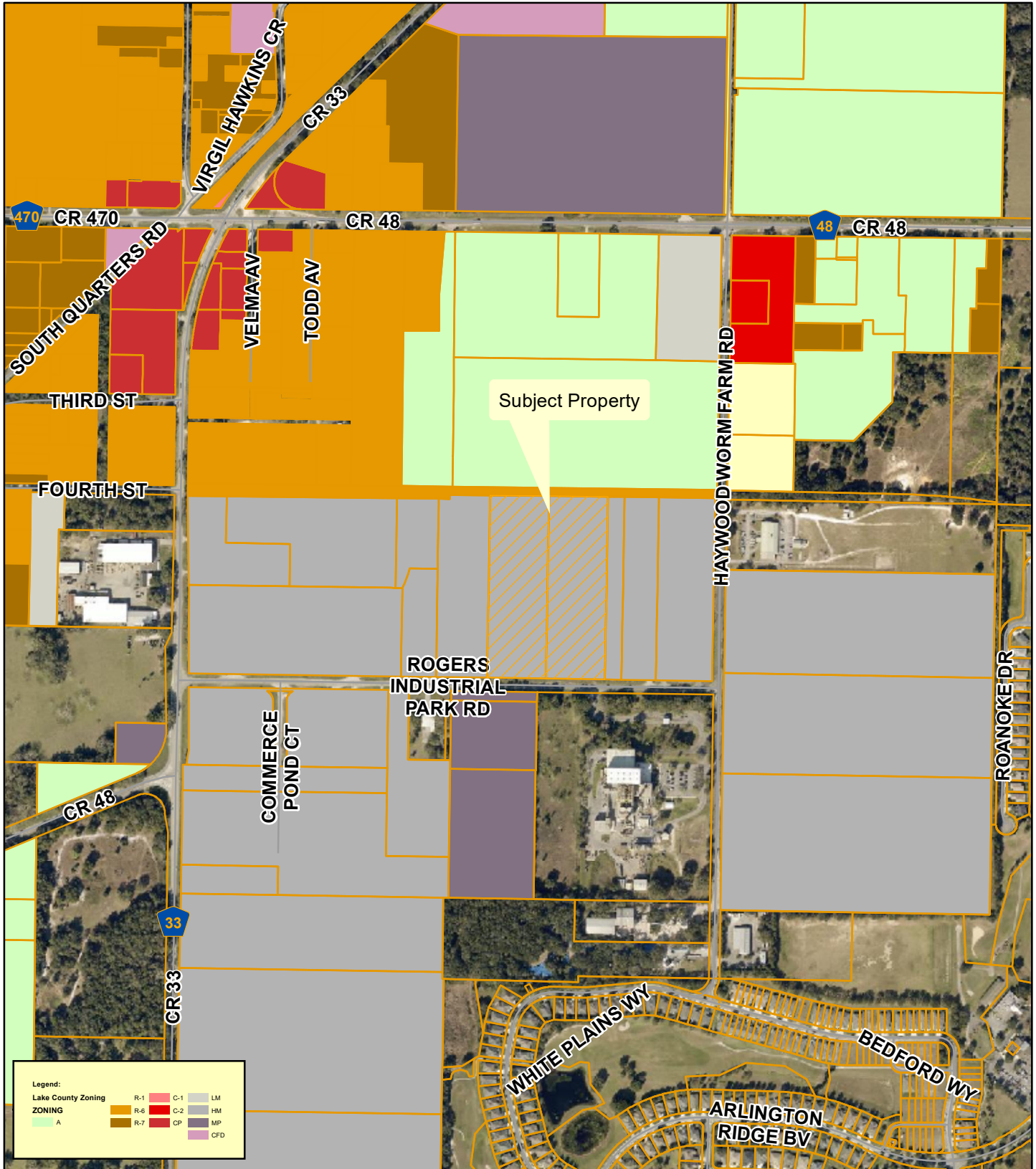
**Planning
& Zoning
Division**



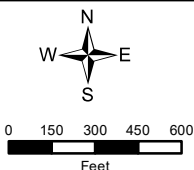
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Feet

Fort Knox Storage, Rogers Industrial Park
AK#s: 3811885, 3800938
Section 14, Township 20 South, Range 24 South
December 2, 2022

Lake County Zoning



**Planning
& Zoning
Division**

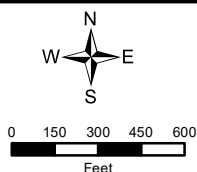


Fort Knox Storage, Rogers Industrial Park
 AK#s: 3811885, 3800938
 Section 14, Township 20 South, Range 24 South
 December 2, 2022

PROPOSED ZONING

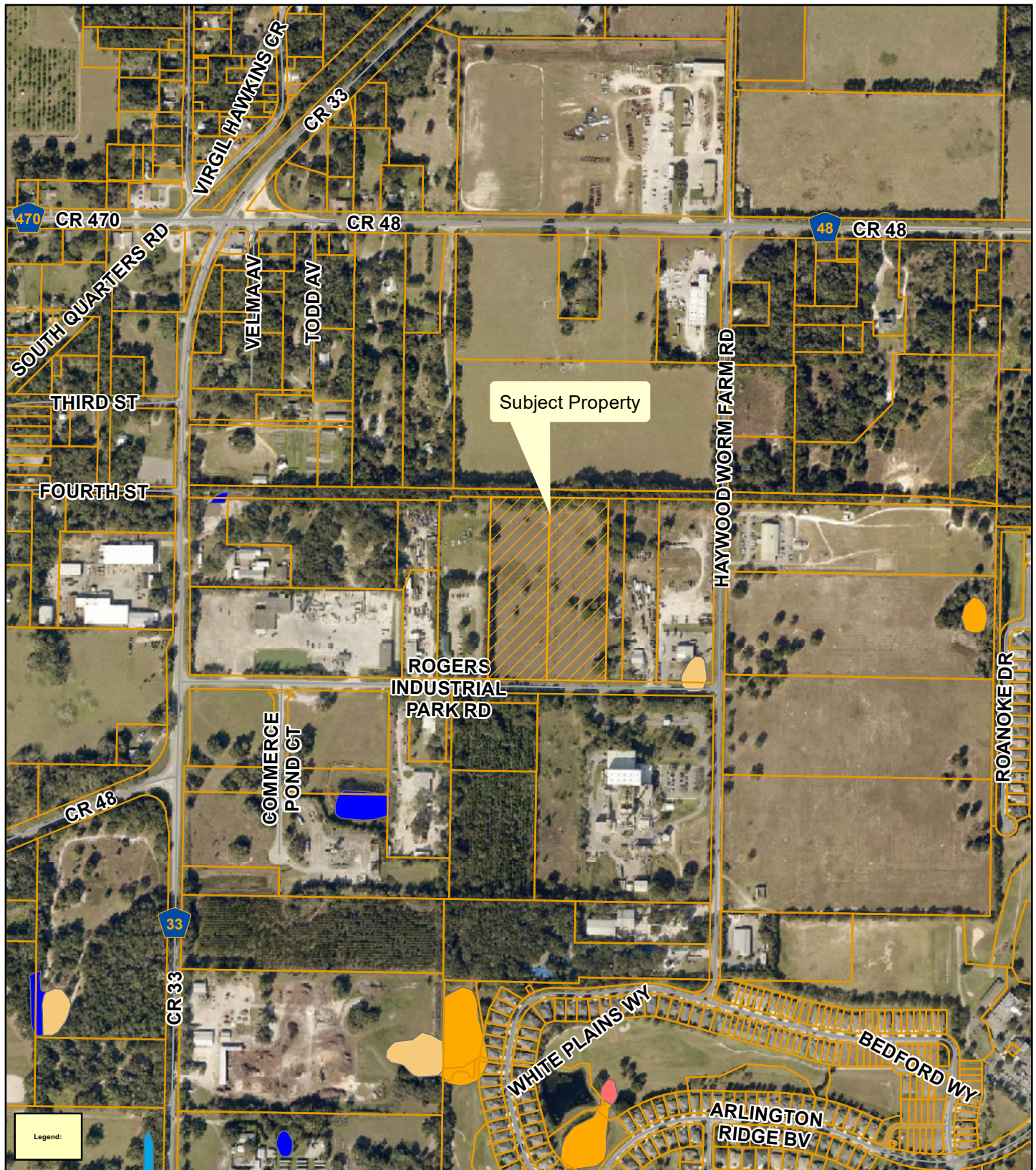


**Planning
& Zoning
Division**

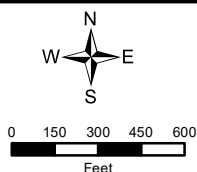


Fort Knox Storage, Rogers Industrial Park
 AK#s: 3811885, 3800938
 Section 14, Township 20 South, Range 24 South
 December 2, 2022

Wetlands

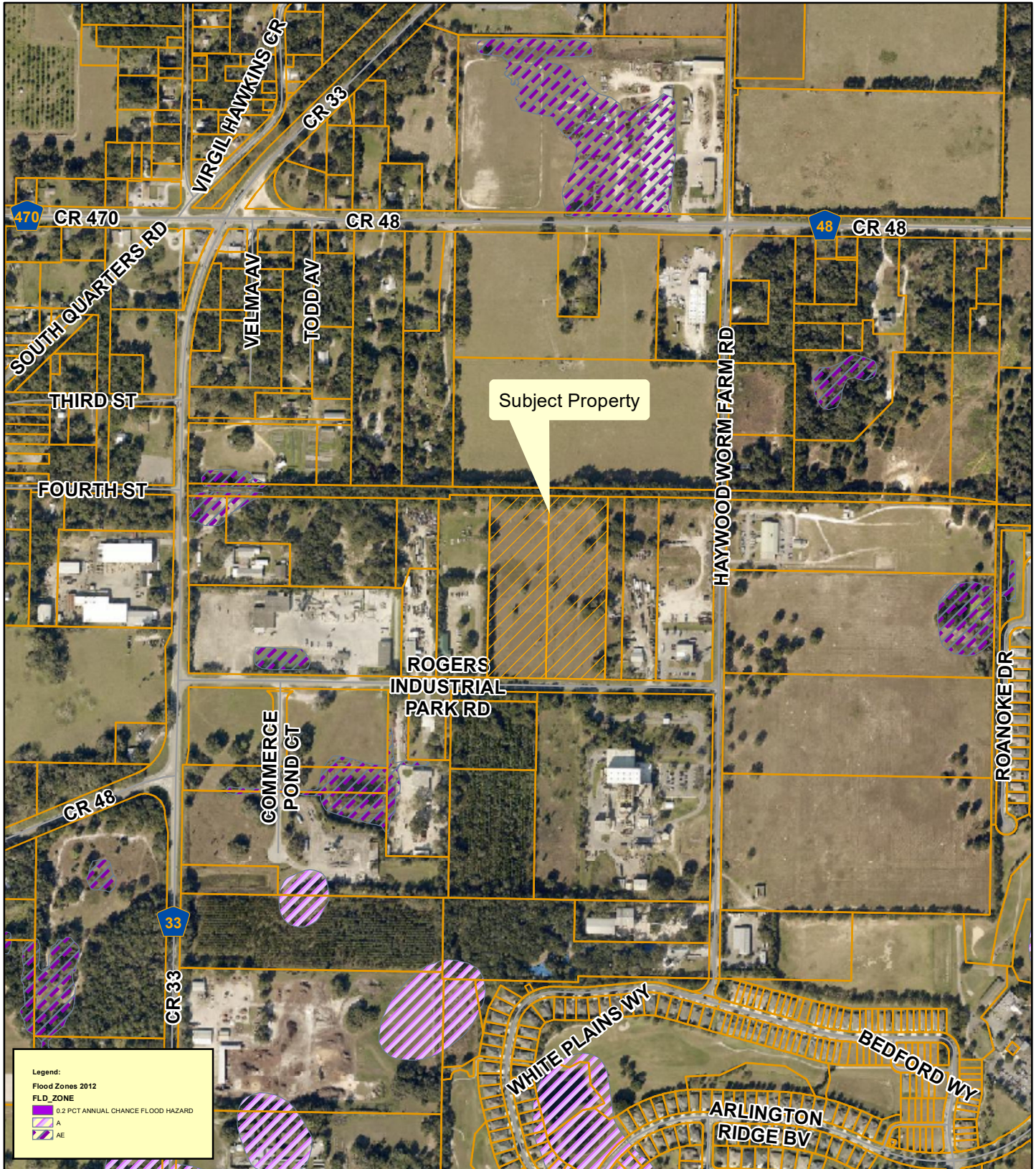


**Planning
& Zoning
Division**



Fort Knox Storage, Rogers Industrial Park
 AK#s: 3811885, 3800938
 Section 14, Township 20 South, Range 24 South
 December 2, 2022

Flood Zones



**Planning
& Zoning
Division**



0 150 300 450 600
Feet

Fort Knox Storage, Rogers Industrial Park
AK#s: 3811885, 3800938
Section 14, Township 20 South, Range 24 South
December 2, 2022

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.B.7.

Meeting Date: February 13, 2023

From: Dan Miller, (Planning and Zoning Director), Christine Rock, (Senior Planner)

Subject: An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 4.87 +/- acres from City of Leesburg SPUD (Small Planned Unit Development) to City of Leesburg SPUD (Small Planned Unit Development) to allow residential development for a property generally located south of West Line Street and east of Lee Street, lying in Section 26, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date. (Lee Village SPUD)

Staff Recommendation:

The Planning and Zoning Staff recommends approval of the request to rezone the subject property from City of Leesburg SPUD (Small Planned Unit Development) to City of Leesburg SPUD (Small Planned Unit Development) to allow for residential development.

Analysis:

The project site is approximately 4.87 +/- acres, and is generally located south of West Line Street and east of Lee Street as shown on the attached maps. At this time, the property is developed with the Lee School. The proposal will allow for residential development. The existing land uses surrounding the property are residential, place of worship, residential (multifamily). City of Leesburg utilities are available nearby.

Procurement Analysis:

N/A

Options:

1. Approve the proposed rezoning to SPUD (Small Planned Unit 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.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE ZONING ON APPROXIMATELY 4.87 +/- ACRES FROM CITY OF LEESBURG SPUD (SMALL PLANNED UNIT DEVELOPMENT) TO CITY OF LEESBURG SPUD (SMALL PLANNED UNIT DEVELOPMENT) TO ALLOW RESIDENTIAL DEVELOPMENT FOR A PROPERTY GENERALLY LOCATED SOUTH OF WEST LINE STREET AND EAST OF LEE STREET, LYING IN SECTION 26, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (LEE VILLAGE SPUD)

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

Section 1.

Based upon the petition of Michael Rankin (Land Planning Group, Petitioner) for Lee Village 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 City of Leesburg SPUD (Small Planned Unit Development) to City of Leesburg SPUD (Small Planned Unit Development), to-wit:

(Legal Description)
(See Exhibit A)

Section 2.

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 _____ 2023.

THE CITY OF LEESBURG, FLORIDA

Mayor

ATTEST:

City Clerk

LEGAL DESCRIPTION

All of Block 6, CITY OF LEESBURG, according to the map or plat thereof as recorded in Plat Book 2, Page 19, Public Records of Lake County, Florida, LESS the South 15 feet of Lots 7 and 8, and the East 15 feet of Lots 1, 4, 5 and 8, all in Block 6, CITY OF LEESBURG, conveyed to the City of Leesburg as street right of way.

Parcel Identification Number: 2619243900-006-00000

**LEESBURG ALL OF BLK 6--LESS S 15 FT & LESS E 15 FT FOR RD
R/WS-- PB 2 PG 19 ORB 5209 PG 2319**

LEESBURG ALL OF BLK 6--LESS S 15 FT & LESS E 15 FT FOR RDR/WS--
PB 2 PG 19 ORB 5209 PG 2319

**LEE STREET VILLAGE
SPUD (SMALL PLANNED UNIT DEVELOPMENT) REZONING
PLANNED DEVELOPMENT CONDITIONS
February 23, 2023**

These Planned Development Conditions for a SPUD (Small Planned Unit Development) District are granted by the City of Leesburg Planning Commission, Lake County, Florida to Barry Mansfield, Cullison-Wright Development (Prospera Senior Living, LLC) "Permittee" for the purposes and terms and conditions as set forth herein pursuant to authority contained in Chapter 25 "Zoning", Section 25-278 "Planned Development Process" of the City of Leesburg Code of Ordinances, as amended.

BACKGROUND: The "Permittee" has submitted an application requesting a SPUD (Small Planned Unit Development) zoning district to allow a residential use project consisting of townhomes and associated uses on an approximately five (5) +/- acre site within the City of Leesburg in accordance with their Planned Development application and supplemental information. The project proposes to re-develop the original Lee School property on the southeast corner of Lee Street and Herndon Street, and to and to develop the remaining property into single family attached units.

1. PERMISSION

Permission is hereby granted to Barry Mansfield, Cullison-Wright Development (Prospera Senior Living, LLC) to operate, and maintain a SPUD (Small Planned Unit Development) development in and on real property in the City of Leesburg. The property is generally located on the west side of Lee Street, south of West Line Street, east of Perkins Street and north of Herndon Street. The property is more particularly described as shown in the attached legal description below.

2. LEGAL DESCRIPTION

See attached legal Exhibit B

3. LAND USES, AREAS AND SETBACKS

The above-described property shall be used for SPUD (Small Planned Unit Development) uses as limited herein, and pursuant to City of Leesburg development codes and standards. Uses shall be those listed as permitted uses in this document and shall occupy the approximate area as shown on the Conceptual Plan.

A. The project shall contain a maximum of:

1. 63 single family attached (townhouse) units.

B. Primary Uses

1. Permitted Uses shall be as follows:
 - a. detached single family units (R-2 (Medium Density Residential zoning standards)
 - b. attached single family units (standards noted herein)

C. Accessory Uses

1. Accessory Uses shall be as follows: recreational, park and open space uses.

D. Prohibited Uses shall be as follows:

1. All uses not permitted by this SPUD (Small Planned Unit Development)
2. Other related uses may be included by written determination of the Planning & Zoning Director. Such uses shall be consistent with the intent and purpose of the zoning requirements set forth in these SPUD conditions, and shall meet the parking standards as required herein. Parking availability may limit the permitted uses.

E. Setbacks The project shall have the following minimum sizes and setbacks:

1. Minimum standards for attached single family (townhomes):
 - i. Lot Width: 22 feet
 - ii. Setbacks: The following minimum yard setback shall be maintained.
Front: - 20 feet
Rear: - 18 feet
Sides - 20 feet between buildings
Corner side - 15 feet
 - iii. Impervious surface coverage for each unit shall not exceed 65 percent.
 - iv. Maximum building height shall not exceed 35-feet or-2.5 stories.
2. Minimum standards for single family detached uses:
 - i. Single family detached uses shall utilize the R-2 (Medium Density Residential) zoning district standards, as amended.
3. Final lot sizes and widths shall be determined at development review, and shall be substantially consistent with the attached Conceptual site plan.

F. Impervious Coverage

The Impervious surface coverage for this site shall not sixty-five (65) percent of the gross site area.

G. Open Space

A minimum of thirty-five (35) percent of the site 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.

H. Playground Area

The overall site design shall include an area dedicated to a playground/exercise area consisting of not less than 15,000 square feet, which shall contain a children's playground, exercise equipment, and a memorial constructed using the items outlined under Section 5 herein.

4. SITE ACCESS

- A. Access to the property shall be from Lee Street on the east and Herndon Street on the south. Any additional access points shall be subject to the City of Leesburg site plan application review process, including permitting and or review as required by Lake Sumter MPO, FDOT, Lake County and the City of Leesburg.

5. HISTORIC DISTRICT AND DESIGN REQUIREMENTS

- A. The following requirements shall take effect upon approval of this Small Planned Unit Conditions document by the City Commission.
- 1) The project shall be considered to be approved *under Ordinance 21-21, Historic Density Bonus* for the purpose of meeting the requirements of said ordinance and the City's Comprehensive Plan, thereby allowing the number of residential units as specified herein.
 - 2) All construction taking place on the site shall maintain the general historic character of the area, and be constructed in harmony with the Leesburg Historic District requirements of Chapter 30, City of Leesburg, Code of Ordinances.
 - 3) All construction on the property shall, where possible, preserve or enhance the historic design, features and character of the general area.
 - 4) Unique design features or variations meeting the intent of this section may be approved at the discretion of the Leesburg Historic Preservation Board.
- B. Prior to demolition or construction on the project, proof of compliance with the following standards shall be required.
- 1) Demolition of the existing north building may begin upon approval of this SPUD Document by City Commission, and approval of a demolition permit by the Building Department.
 - 2) Demolition of the south building may begin upon receipt of an approved dry-in inspection for at least eight (8) units of the project and approval of a demolition permit by the Building Department.
 - 3) The project shall be required to commence (pull and execute a building permit) within eighteen months of the approval of this SPUD document by City Commission. Failure to commence the project within the aforesaid time period shall result in cancellation of these conditions which include the special provisions for higher density and demolition of the historic structures on the site granted in this SPUD.
 - 4) In recognition of the historic Lee School, a fenced park area, which creates a "Memorial Park" shall be required. This park shall utilize and feature the existing cornerstone of the north building, the two (2) historic memorial plaques currently located on the east side of the south building, and the memorial marker located on the southeast corner of the property. This park shall be in addition to the requirements of Section 3.H. *Playground Area*, of this document.

6. DEVELOPMENT STANDARDS

- A. The minimum development standards shall be as required by these conditions. For any standard, requirement or code not covered herein, the standard not covered shall default to the City of Leesburg Code of ordinances, as amended.

- B. Variations to these requirements which meet the intent of this SPUD (Small Planned Unit Development) zoning and the Leesburg Historic District requirements may be reviewed and adjusted by the Planning and Zoning Director in consultation with the City Manager.

7. PARKING

- A. The permittee shall have off-street parking spaces within the property per the conceptual site plan pursuant to the City of Leesburg Code of Ordinances, as amended, which shall include the required number of handicapped parking spaces. The location and design of the proposed parking area will be reviewed during the site plan review process to provide adequate parking per City of Leesburg Code of Ordinance requirements for each use.

8. WETLANDS

- A. Should wetlands exist on the site; the following requirements shall apply. Prior to disturbance or development of any wetland area, the "Permittee" shall submit and receive approval from all affected governmental agencies to include, but not limited to, St. John's River Water Management District and the State of Florida Department of Environmental Regulation. 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).

9. 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.
 - 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.
- B. Developer shall be responsible for the installation of a natural gas lines in the development so that a minimum of eighty percent (80%) of all residential units in the development are connected to natural gas, as required by the City of Leesburg Code of Ordinances, as amended.

10. TRANSPORTATION

- A. All transportation improvements shall be based on a current traffic analysis and shall be contingent upon Site Plan approval by City staff during the development review and permitting process.
- B. Vehicular access to the project site shall be provided by a minimum of two access points; one to the east on Lee Street, and one to the south on Herndon Street. Actual number, location and design of the access points shall be consistent with the site plan as determined during the Site Plan Review process.

- C. The Permittee shall provide all necessary improvements/signalization or other improvements adjacent to the development as required by the Lake-Sumter MPO, FDOT, Lake County and City of Leesburg.
- D. The Permittee shall be responsible for obtaining all necessary FDOT, Lake County and City of Leesburg permits and a copy of all permits shall be provided to the City of Leesburg prior to construction plan approval.
- E. A traffic/transportation analysis shall be submitted prior to preliminary site plan approval for review and determination of any necessary access improvements. Said improvements will be the responsibility of the Permittee.

11. LANDSCAPING AND BUFFER REQUIREMENTS

- A. A minimum five-foot (5) foot wide vegetative landscaped buffer shall be required along exterior boundaries of the development. The buffer shall retain existing healthy trees, shrubs and ground cover and shall include additional plantings where needed as provide in B. below.
- B. All landscaping and buffering shall be in accordance with regulations contained within the City of Leesburg Code of Ordinances except as provided under these conditions:
 - 1) For each one hundred (100) linear feet, or fraction thereof, of boundary, the following plants shall be provided in accordance with the planting standards and requirements of the Land Development Code.
 - a. Two (2) canopy trees
 - b. Two (2) ornamental trees
 - c. Thirty (30) shrubs
 - d. The remainder of the buffer area shall be landscaped with grass, groundcover, and/or other landscape treatment.
 - e. Existing vegetation in the required buffer shall be protected during construction.
 - 2) Existing vegetation in the required buffer shall be protected during any construction.
- C. Variations to the landscape requirements of the code may be approved by the Planning and Zoning Director as long as the intent of the PUD and the Landscaping Code are maintained.

12. MAINTENANCE

- A. With the exception of public utilities, maintenance of all site improvements, including but not limited to drives, internal sidewalks, landscaping and drainage shall be the responsibility of the owner.

13. DEVELOPMENT PHASING

- A. The proposed project may be constructed in phases in accordance with these Small Planned Unit Development Conditions and Conceptual Plan. Changes to the Development Plan, other than those conditions described in this agreement, shall be

revised in accordance with the Planned Development review process. See Section 5, Historic District and Design, for demolition and commencement requirements.

14. MISCELLANEOUS CONDITIONS

- A. The uses of the proposed project shall only be those uses identified in the approved Planned Development Conditions. Any other proposed use must be specifically authorized in accordance with the Planned Development amendment process.
- B. 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.
- C. Construction and operation of the proposed use(s) shall at all times comply with City and other governmental agencies rules and regulations.
- D. The transfer of ownership or lease of any or all of the property described in this 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 Small 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.
- E. 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 herein set out.

15. LEVELS OF SERVICE

As submitted, the proposed zoning change does not appear to result in demands on public facilities which would exceed the current capacity of some public facilities, such as, but not limited to roads, sewage, water supply, drainage, solid waste, parks and recreation, schools and emergency medical facilities. However, no final development order (site plan and building permits) shall be granted for a 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.

- A. 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 development on this site is cause for off-site improvements for water and wastewater, the developer will bear the cost of design, permitting and construction of any such improvements. The developer shall receive no impact fee credits for any such required off-site improvements. The

developer and the City may enter into a pioneering agreement with the developer, if appropriate.

B. Commitment of Capacity

There are no previous commitments of any existing or planned excess capacity.

C. Ability to Provide Services

- 1) The City intends to provide water, wastewater and reclaimed water services within its service area for the foreseeable future.

LEGAL DESCRIPTION

EXHIBIT B

All of Block 6, CITY OF LEESBURG, according to the map or plat thereof as recorded in Plat Book 2, Page 19, Public Records of Lake County, Florida, LESS the South 15 feet of Lots 7 and 8, and the East 15 feet of Lots 1, 4, 5 and 8, all in Block 6, CITY OF LEESBURG, conveyed to the City of Leesburg as street right of way.

Parcel Identification Number: 2619243900-006-00000

CONCEPTUAL SITE PLAN

EXHIBIT C

To be submitted

TYPICAL ARCHITECTURAL SAMPLES

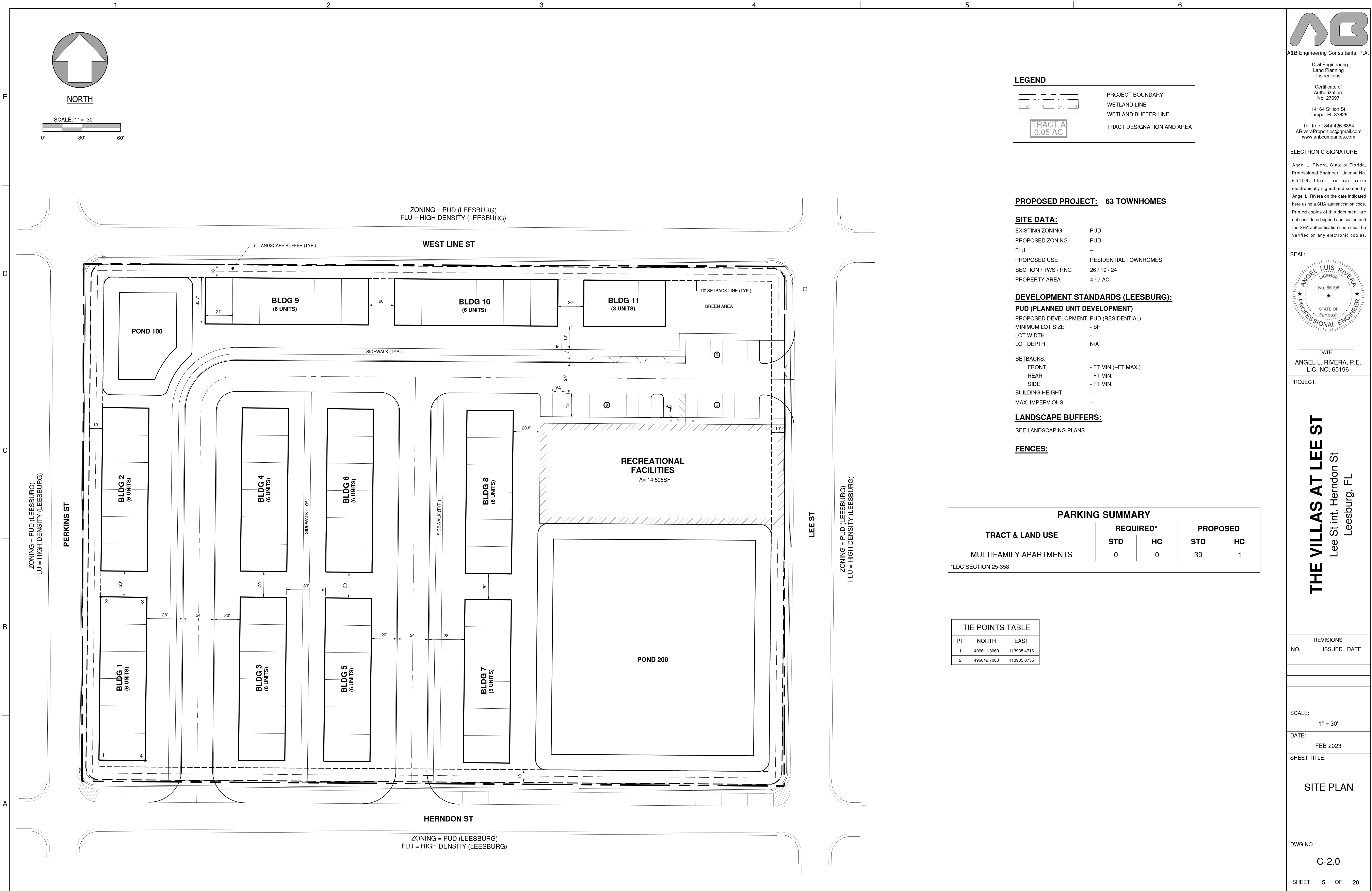
EXHIBIT D

To be submitted

MONUMENT SAMPLES

EXHIBIT E

ADD PHOTOS



LEGEND

PROJECT BOUNDARY

WETLAND LINE

WETLAND BUFFER LINE

TRACT DESIGNATION AND AREA

PROPOSED PROJECT: 63 TOWNHOMES

SITE DATA:	
EXISTING ZONING	PUD
PROPOSED ZONING	PUD
FLU	--
PROPOSED USE	RESIDENTIAL TOWNHOMES
SECTION / TWS / RNG	26 / 19 / 24
PROPERTY AREA	4.97 AC

DEVELOPMENT STANDARDS (LEESBURG):

PUD (PLANNED UNIT DEVELOPMENT)	
PROPOSED DEVELOPMENT	PUD (RESIDENTIAL)
MINIMUM LOT SIZE	- SF
LOT WIDTH	-
LOT DEPTH	N/A

SETBACKS:	
FRONT	- FT MIN (-FT MAX.)
REAR	- FT MIN.
SIDE	- FT MIN.
BUILDING HEIGHT	--
MAX. IMPERVIOUS	--

LANDSCAPE BUFFERS:

SEE LANDSCAPING PLANS

FENCES:

PARKING SUMMARY				
TRACT & LAND USE	REQUIRED*		PROPOSED	
	STD	HC	STD	HC
MULTIFAMILY APARTMENTS	0	0	39	1
*LDC SECTION 25-358				

TIE POINTS TABLE		
PT	NORTH	EAST
1	496611.3060	113935.4716
2	496649.7088	113935.8756

A&B Engineering Consultants, P.A.

Civil Engineering

Land Planning

Inspections

Certificate of

Authorization:

No. 27697

14164 Stilton St

Tampa, FL 33626

Toll free : 844-426-6354

ARiveraProperties@gmail.com

www.anbcompanies.com

ELECTRONIC SIGNATURE:

Angel L. Rivera, State of Florida,
Professional Engineer, License No.
65196. This item has been
electronically signed and sealed by
Angel L. Rivera on the date indicated
here using a SHA authentication code.
Printed copies of this document are
not considered signed and sealed and
the SHA authentication code must be
verified on any electronic copies.

SEAL:

ANGEL LUIS RIVERA

LICENSE

No. 65196

STATE OF FLORIDA

PROFESSIONAL ENGINEER

DATE

ANGEL L. RIVERA, P.E.

LIC. NO. 65196

PROJECT:

THE VILLAS AT LEE ST
Lee St int. Herndon St
Leesburg, FL

REVISIONS

NO. ISSUED DATE

SCALE:

1" = 30'

DATE:

FEB 2023

SHEET TITLE:

SITE PLAN

DWG NO.:

C-2.0

SHEET:

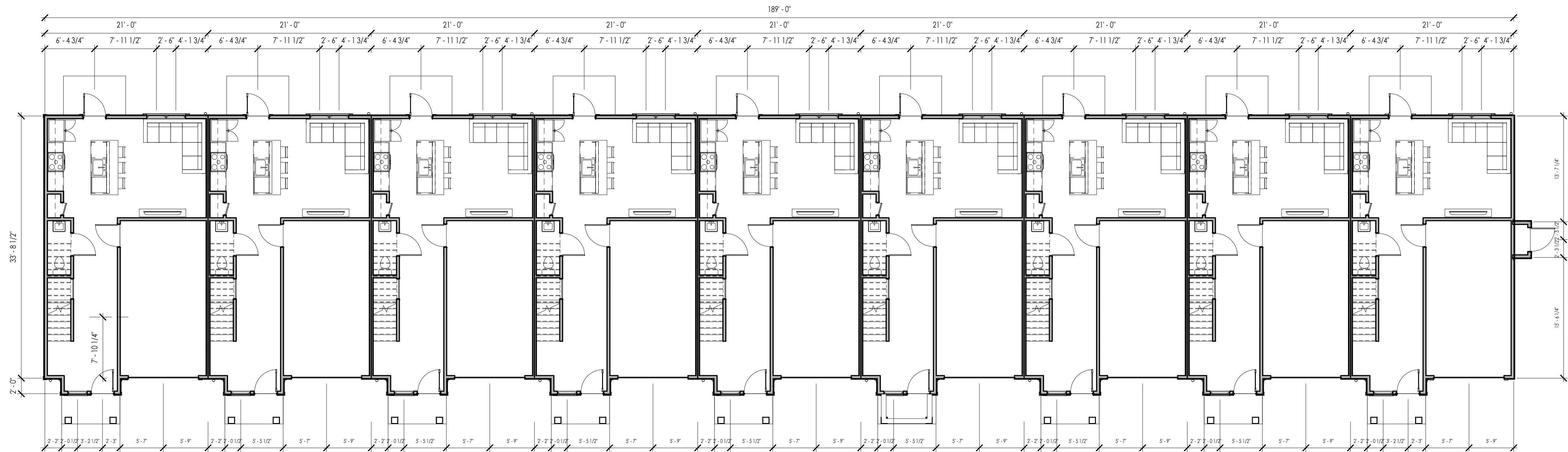
5 OF 20







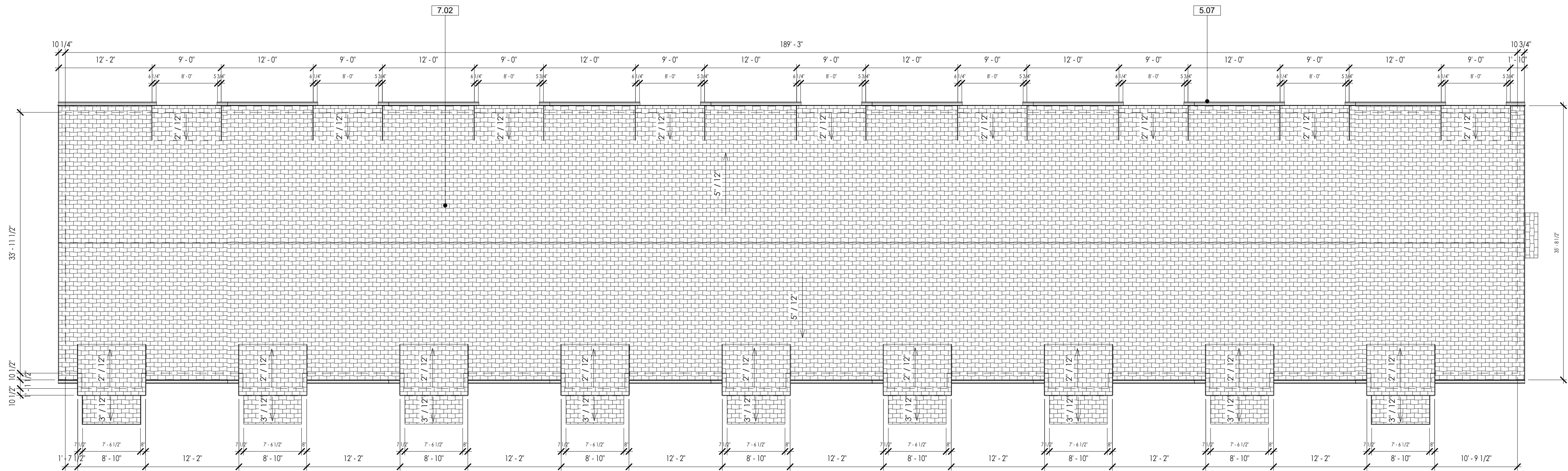




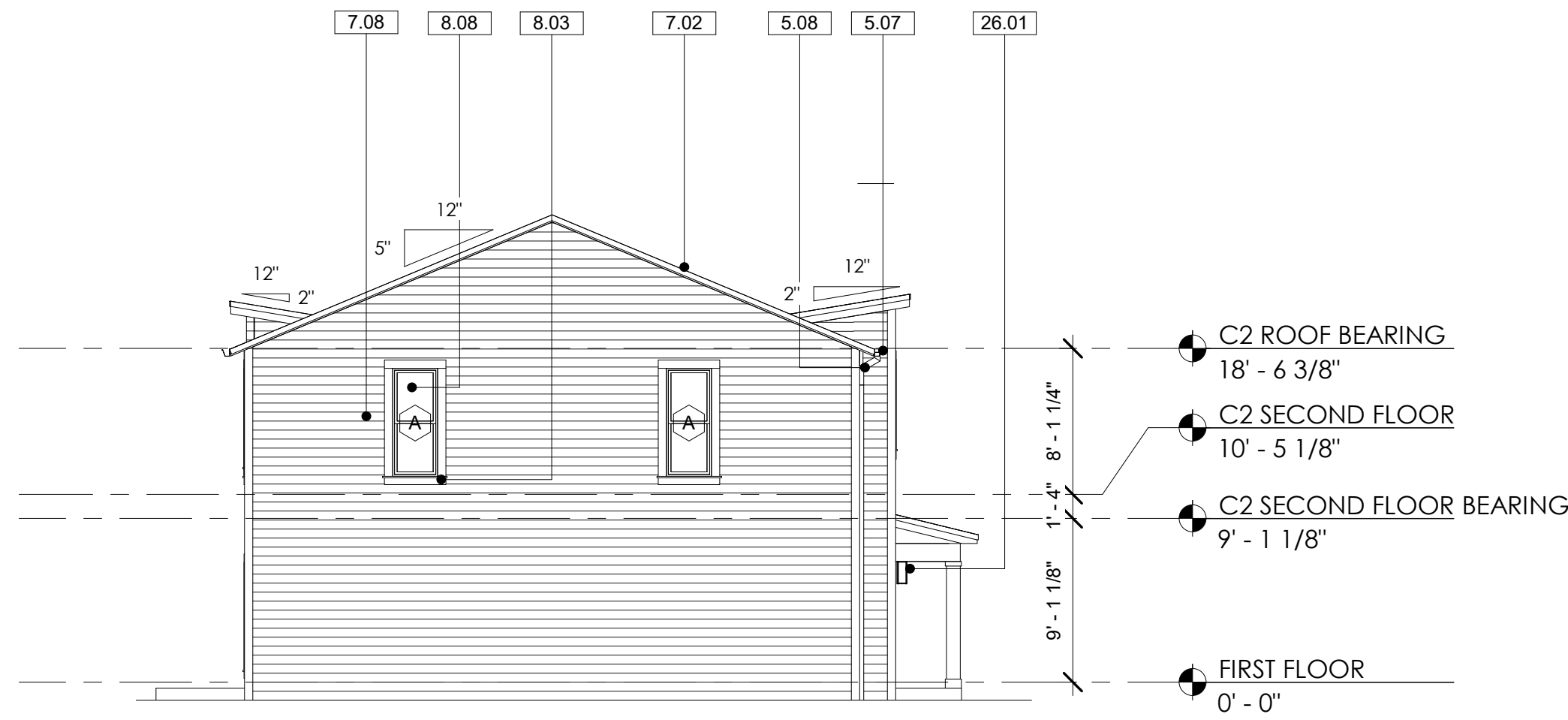
1 BLDG 500 - FIRST FLOOR
AS-1.0 SCALE: 1/8" = 1'-0"



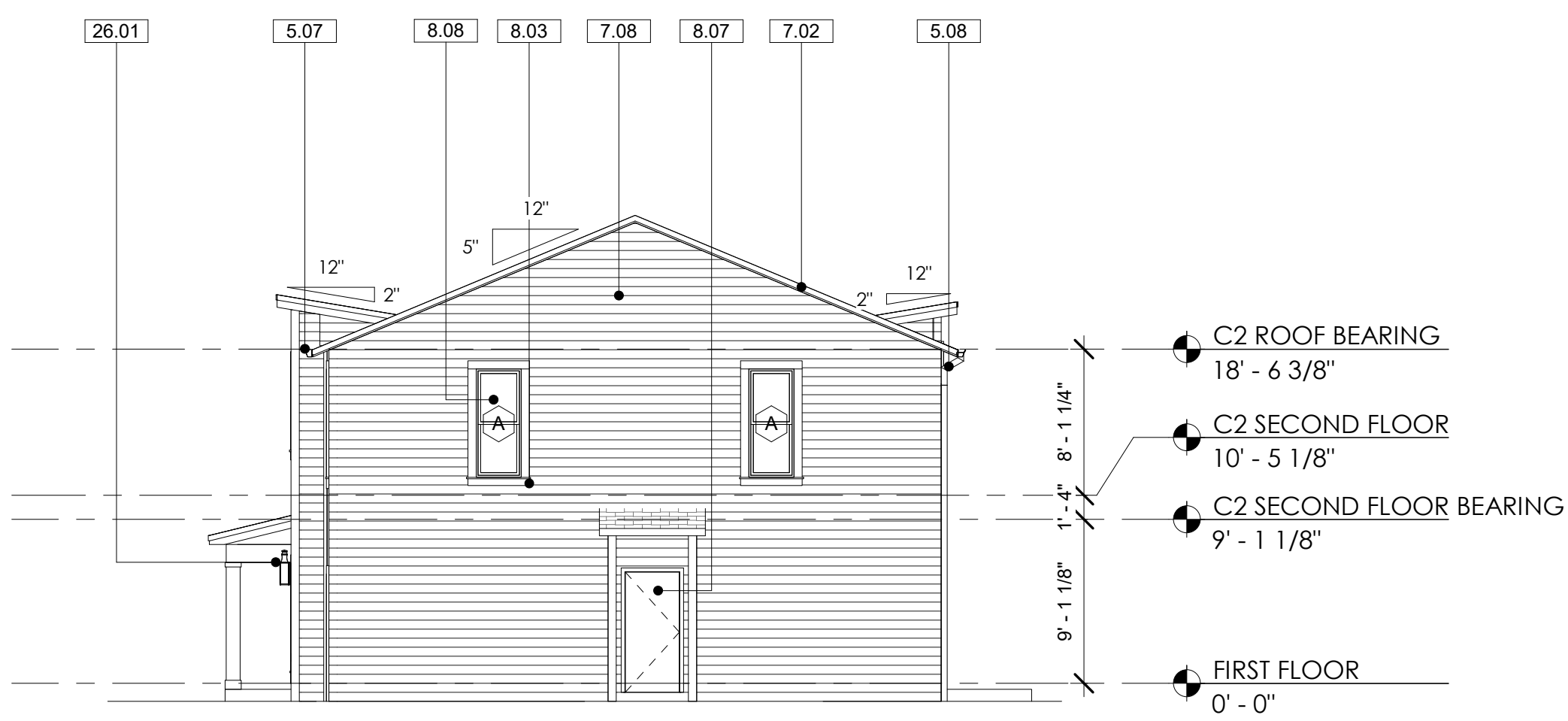
2 BLDG 500 - SECOND FLOOR
AS-1.0 SCALE: 1/8" = 1'-0"



1 BLDG 500 - ROOF PLAN
A5-1.1 SCALE: 1/8" = 1'-0"



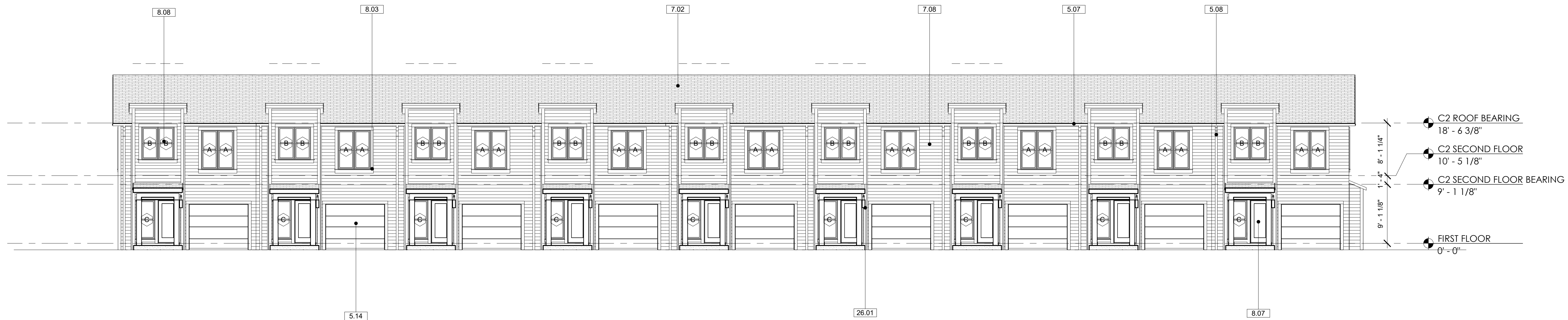
3 BLDG 500 - SIDE ELEVATION (LEFT)
A5-2.0 SCALE: 1/8" = 1'-0"



4 BLDG 500 - SIDE ELEVATION (RIGHT)
A5-2.0 SCALE: 1/8" = 1'-0"

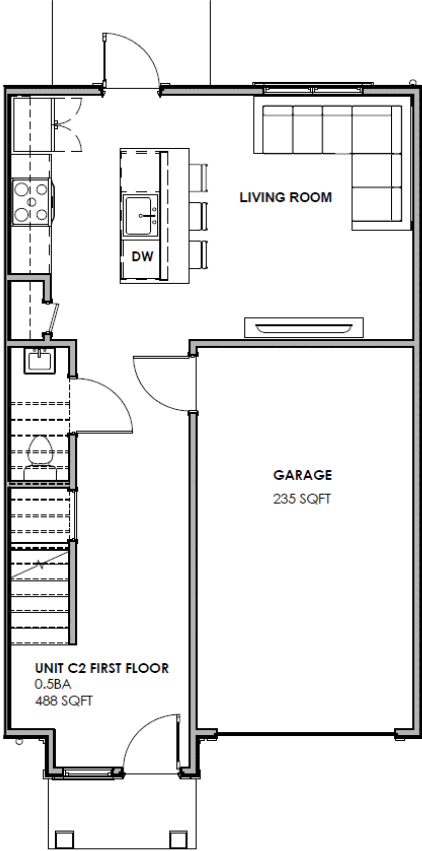


2 BLDG 500 - REAR ELEVATION
A5-2.0 SCALE: 1/8" = 1'-0"

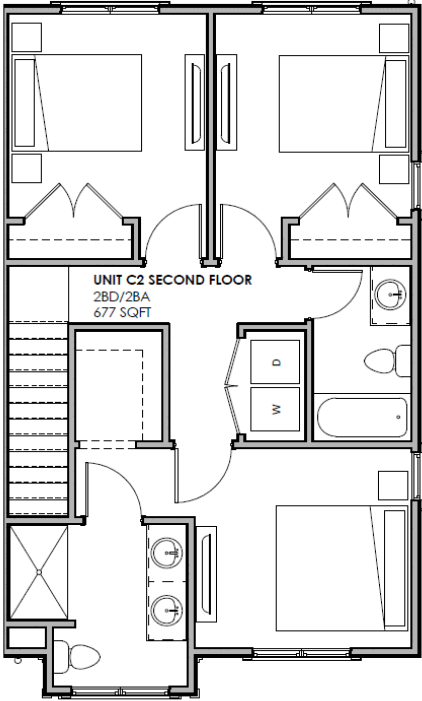


1 BLDG 500 - FRONT ELEVATION
A5-2.0 SCALE: 1/8" = 1'-0"

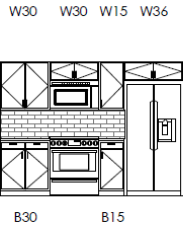
TOTAL HEATED AND COOLED:
3BD/2.5BA 1,165 SF
GARAGE: 235 SF



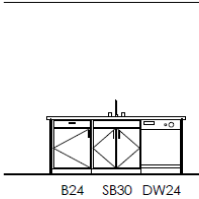
1 C2 FLOOR PLAN
A25-5.0 SCALE: 1/4" = 1'-0"



2 C2 SECOND FLOOR PLAN
A25-5.0 SCALE: 1/4" = 1'-0"



4 INTERIOR KITCHEN ELEVATION (C2)
A25-5.0 SCALE: 1/4" = 1'-0"

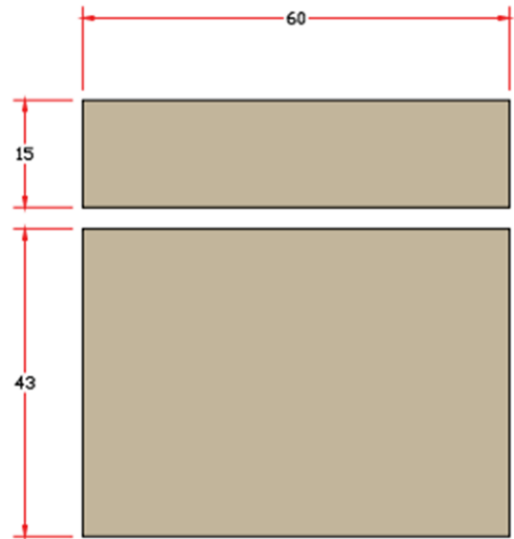
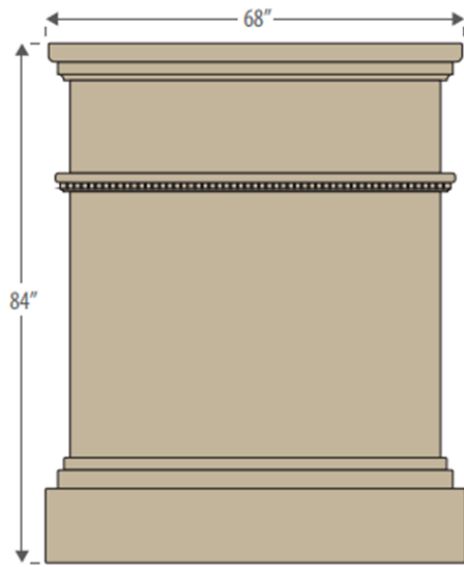


3 INTERIOR ISLAND ELEVATION (C2)
A25-5.0 SCALE: 1/4" = 1'-0"

Exhibit E

MEMORIAL SAMPLES





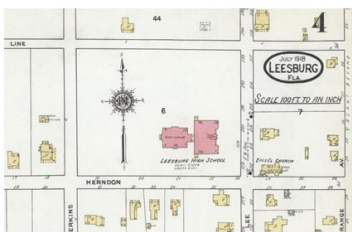


LEE SCHOOL EST. 1915; 1923

VANISHED LEESBURG

Lee School was built in 1915 (South Building) and 1923 (North Building) in the Colonial Revival architectural style by the architect, W.H. Carr. It was originally located on this site at 207 North Lee Street was the first modern educational facility within Leesburg. As the City's oldest educational institution, it was closely tied to its historical development.¹ During the second decade of the twentieth century, economic prosperity prompted the County Board of Public Instruction to build a series of centralized "modern" schools. Students in rural areas were transported to these schools to benefit the improved facilities.¹

The South Building housed all grades until 1918 when the County Board of Public Instruction commissioned the North Building which became the high school. Lee School's population had increased so much that its students were moved to other schools. It served as a grade/elementary school until 1974 when it became known as the Lee Adult Education Center before being sold in 2015.¹



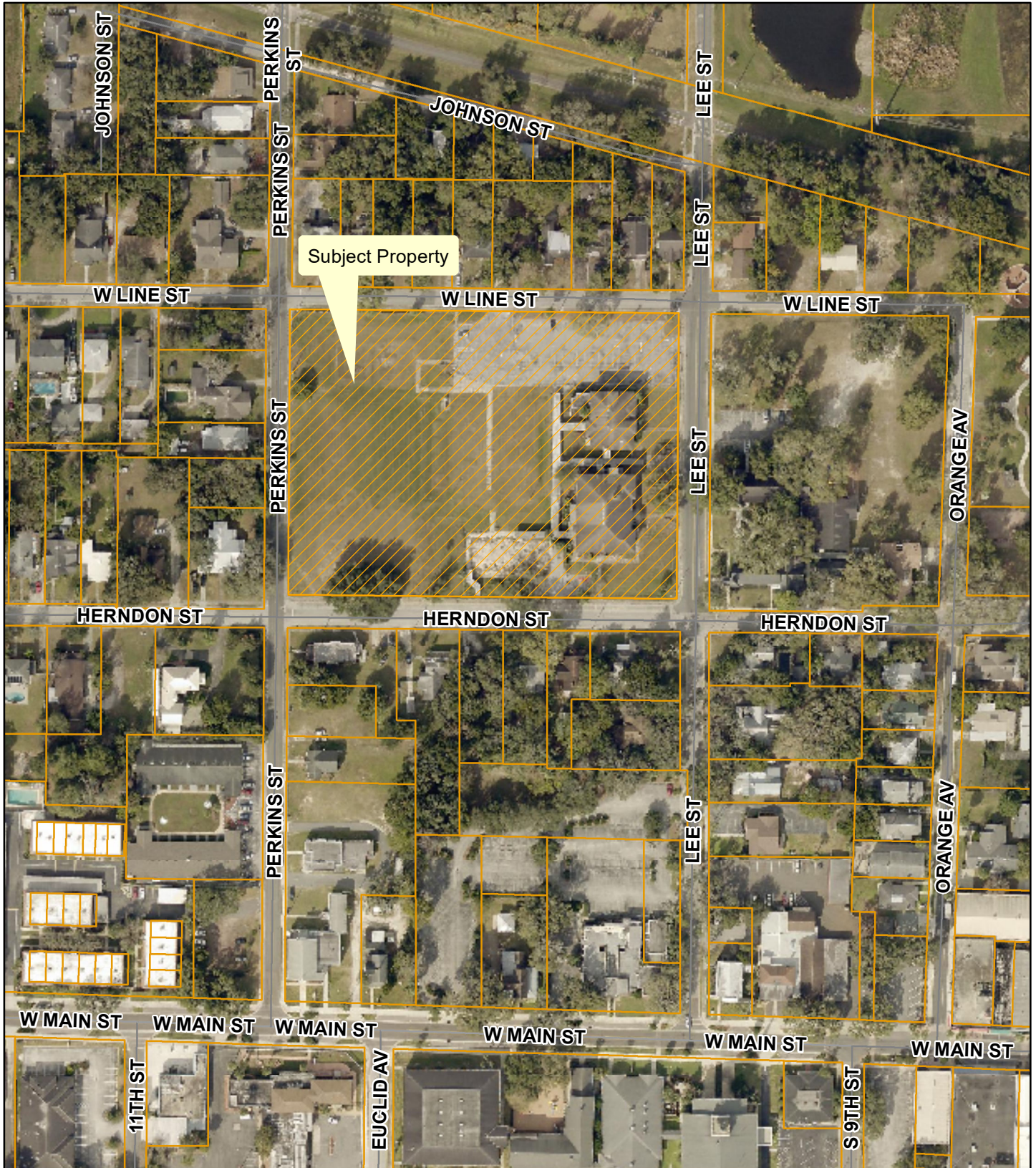
1918 Sanborn Fire Insurance Map for Leesburg, Florida shows Lee School was labeled as "Leesburg High School", but it was also a grammar school.²



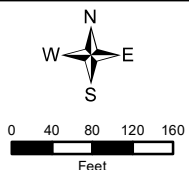
1. National Register of Historic Places Registration Form for Lee School, United States Department of the Interior National Park Service
2. 1918 Leesburg, Florida Sanborn Fire Insurance Map, Library of Congress

PATHWAYS TO HISTORY

Aerial

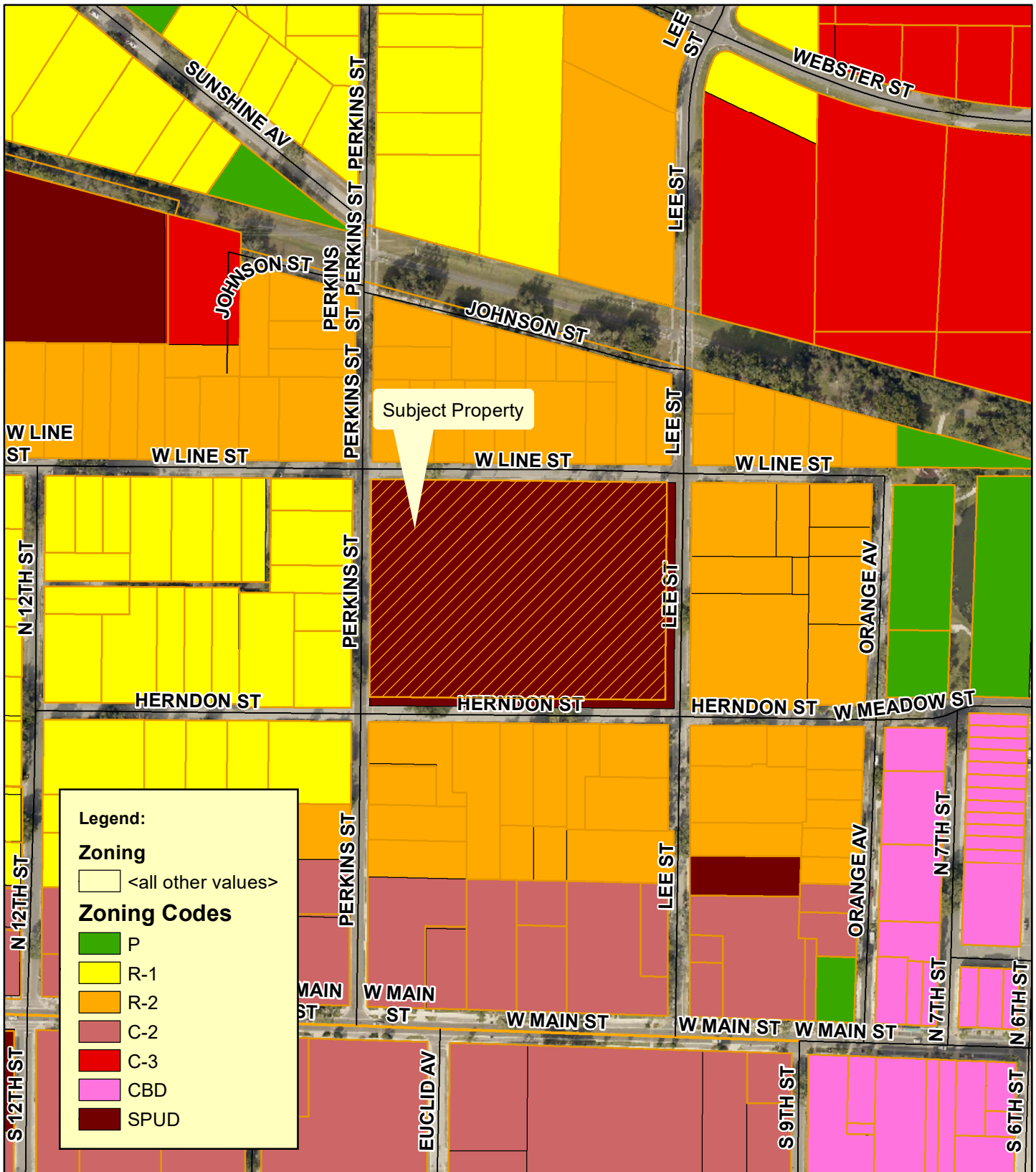


**Planning
& Zoning
Division**

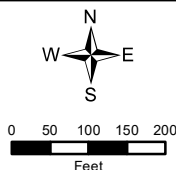


SPUD-23-35
207 Lee Street, Leesburg, FL 34748
Alternate Key #: 1263671
Section 26, Township 19 South, Range 24 East
January 24, 2023

Zoning

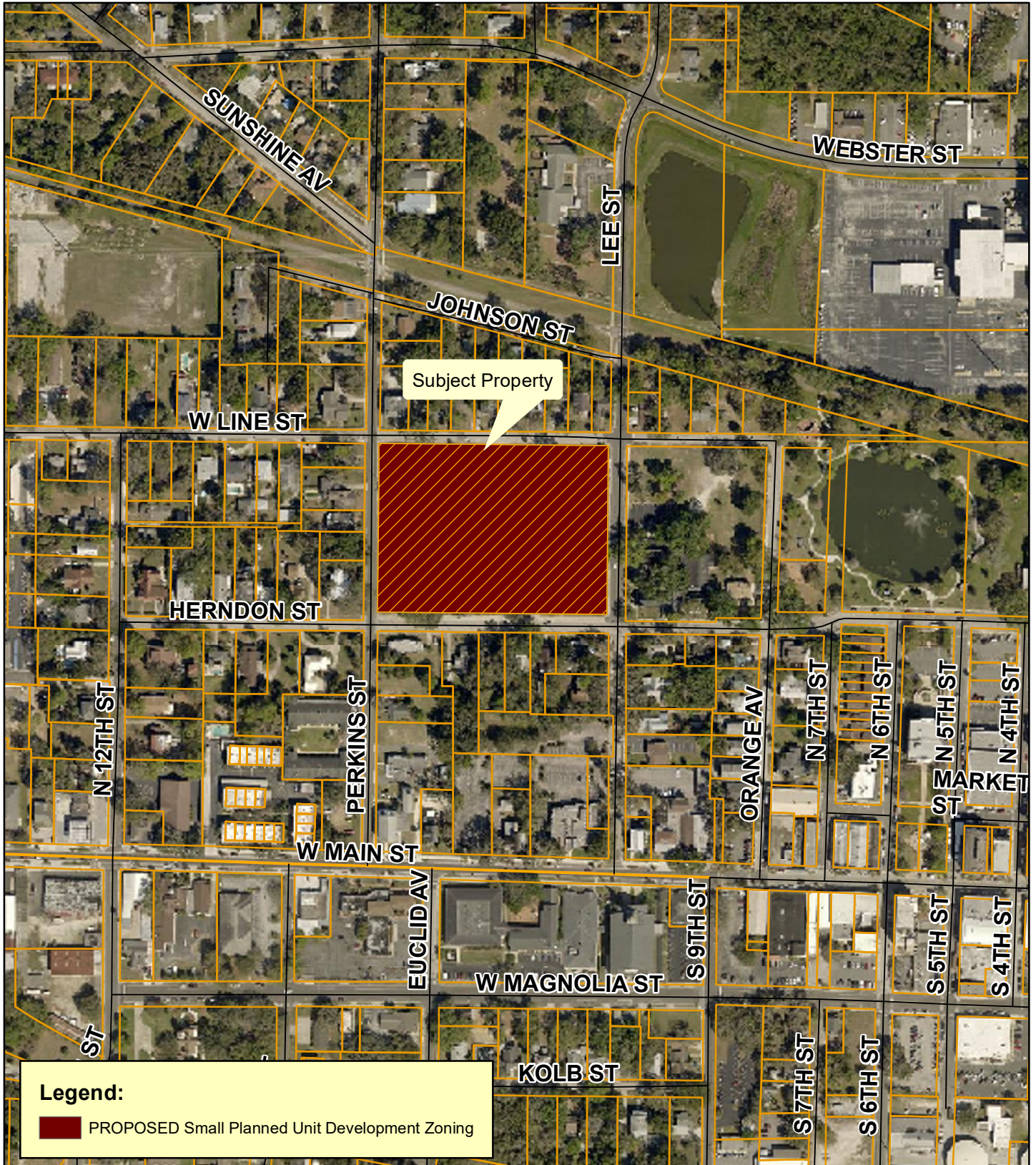


**Planning
& Zoning
Division**

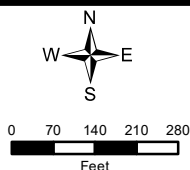


SPUD-23-35
207 Lee Street, Leesburg, FL 34748
Alternate Key #: 1263671
Section 26, Township 19 South, Range 24 East
October 13, 2022

PROPOSED Zoning

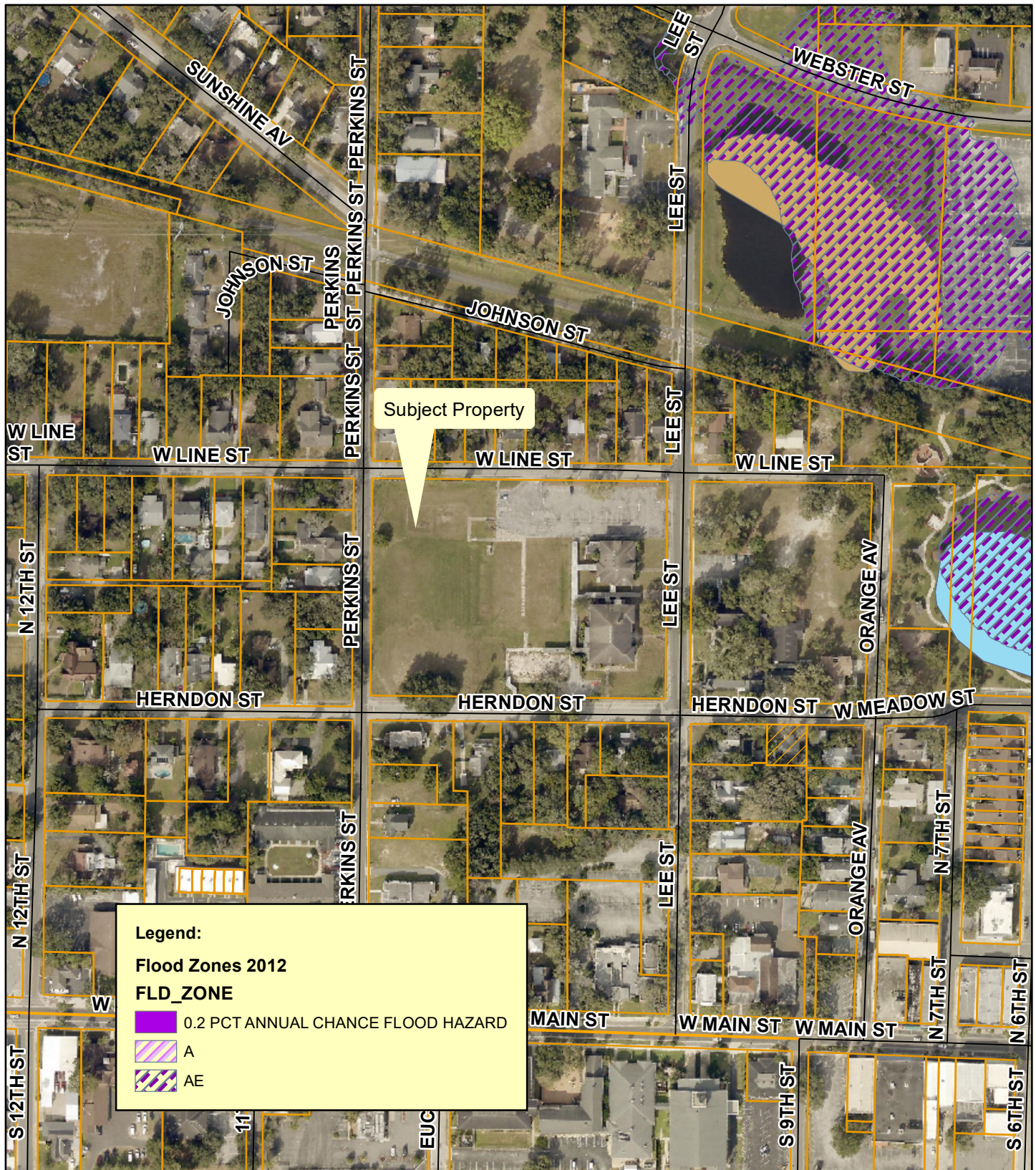


**Planning
& Zoning
Division**

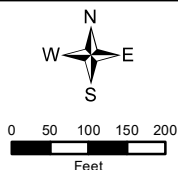


SPUD-23-35 Lee Village
Alternate Key #: 1263671
207 Lee Street, Leesburg, FL 34748
Section 26, Township 19 South, Range 24 East
January 25, 2023

Flood Zone & Wetlands

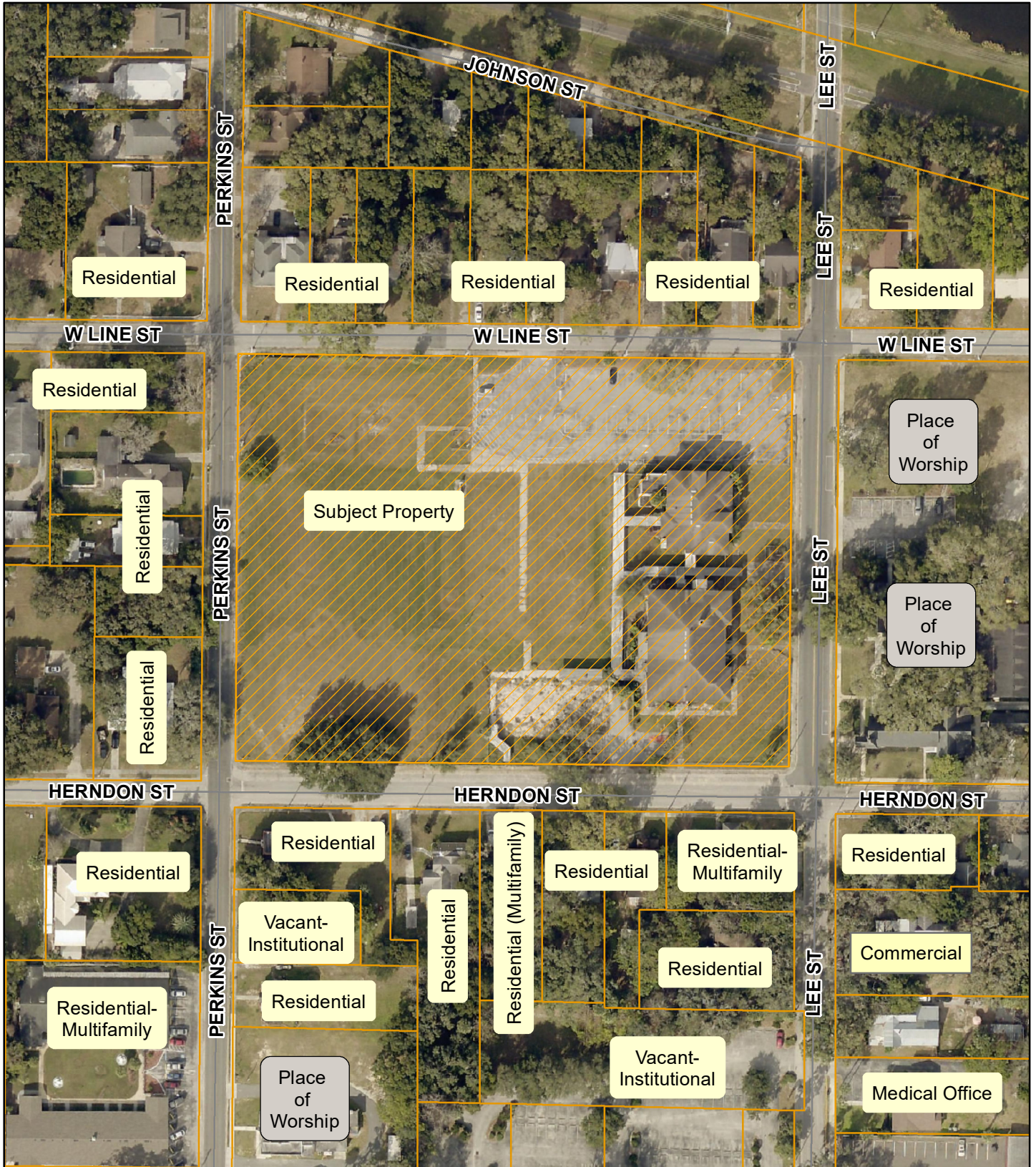


**Planning
& Zoning
Division**

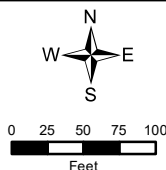


SPUD-23-35
207 Lee Street, Leesburg, FL 34748
Alternate Key #: 1263671
Section 26, Township 19 South, Range 24 East
October 13, 2022

Surround Land Uses

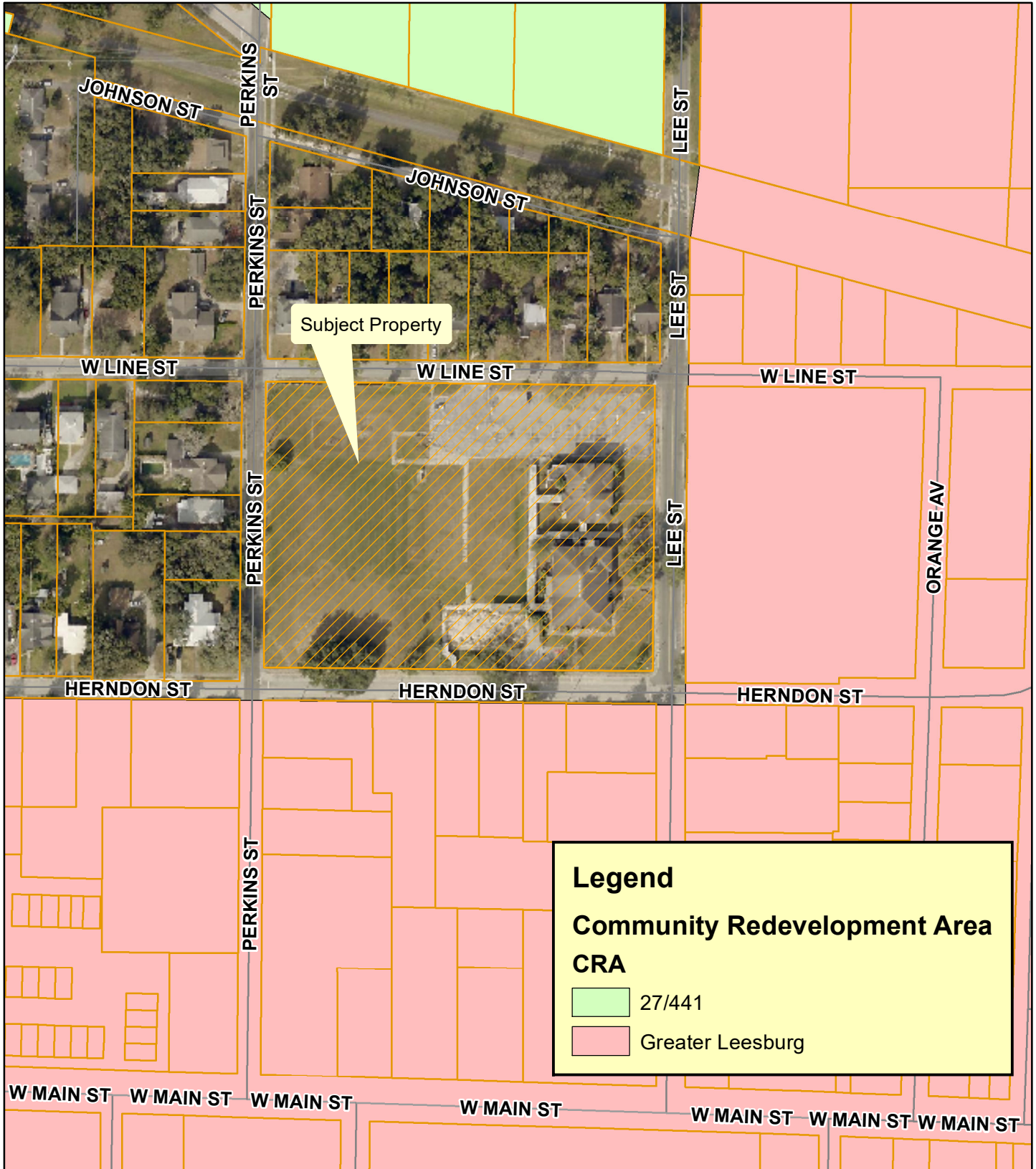


**Planning
& Zoning
Division**

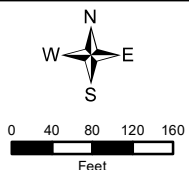


SPUD-23-35
207 Lee Street, Leesburg, FL 34748
Alternate Key #: 1263671
Section 26, Township 19 South, Range 24 East
January 24, 2023

Community Redevelopment Areas

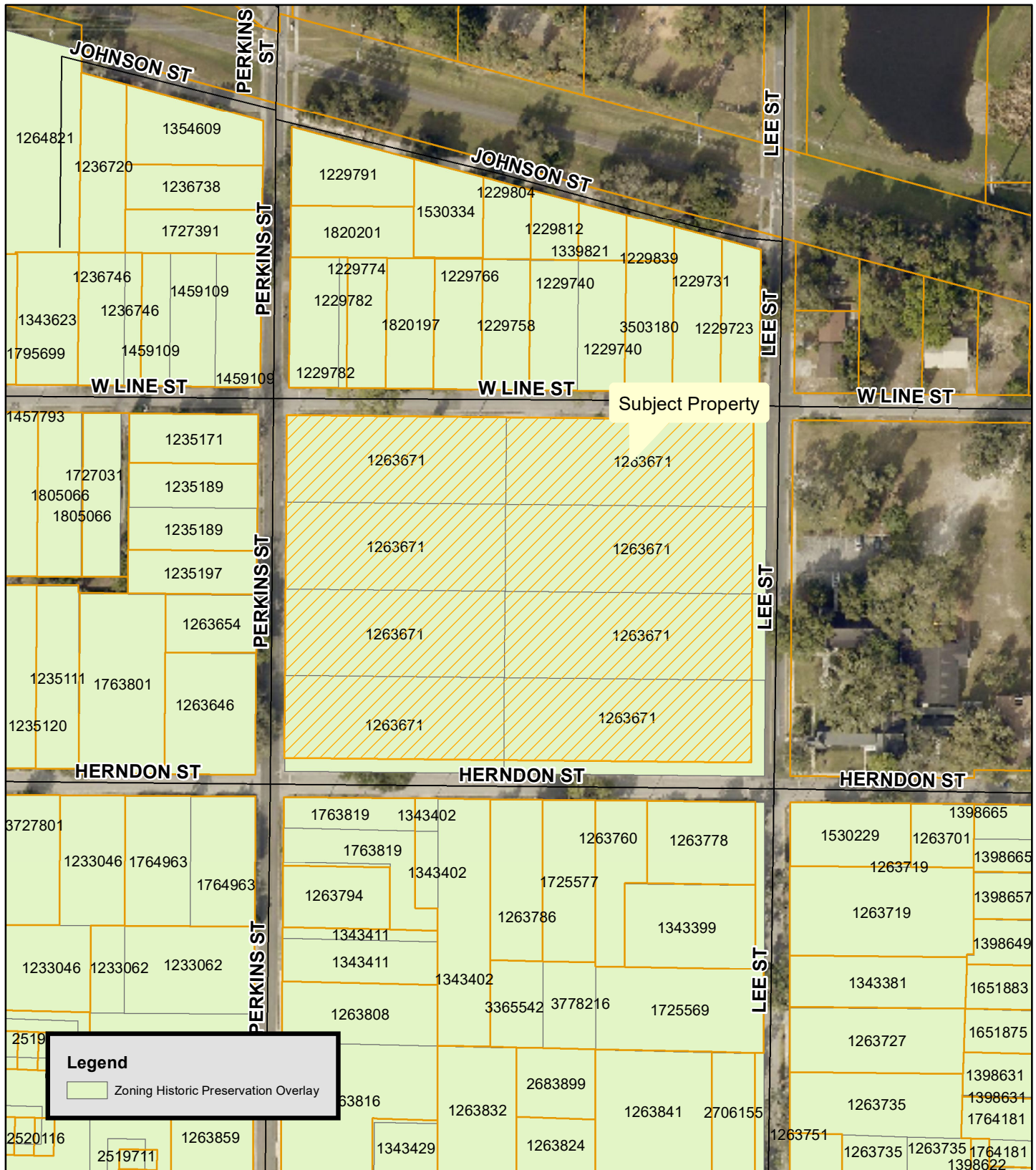


**Planning
& Zoning
Division**

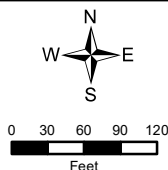


SPUD-23-35
207 Lee Street, Leesburg, FL 34748
Alternate Key #: 1263671
Section 26, Township 19 South, Range 24 East
January 24, 2023

Historic Preservation District Overlay



**Planning
& Zoning
Division**



SPUD-23-35
207 Lee Street, Leesburg, FL 34748
Alternate Key #: 1263671
Section 26, Township 19 South, Range 24 East
October 13, 2022

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.C.1.

Meeting Date: February 13, 2023

From: Al Minner, (City Manager)

Subject: Resolution of the City Commission of the City of Leesburg, Florida appointing one regular member to the Lake County Arts & Cultural Alliance as the City of Leesburg's representative; and providing an effective date.

Staff Recommendation:

Staff recommends the appointment of Dustin Lavine as the City's representative to the Lake County Arts and Cultural Alliance.

Analysis:

Mr. Dustin Lavine was appointed by the Commission to serve as the city's alternate representative on the Lake County Arts and Cultural Alliance on August 22, 2022.

Procurement Analysis:

N/A

Options:

1. Approve Resolution as presented; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

None

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA APPOINTING ONE REGULAR MEMBER TO THE LAKE COUNTY
ARTS & CULTURAL ALLIANCE AS THE CITY OF LEESBURG'S
REPRESENTATIVE; AND PROVIDING AN EFFECTIVE DATE.**

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

THAT the City Commission hereby appoints Dustin Lavine to serve as the City of Leesburg representative to the Lake County Arts and Cultural Alliance, whose address is care of the Lake County Board of County Commissioners, Post Office Box 7800, Tavares, Florida 32778.

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 on the 13th day of February 2023.

Mayor

ATTEST:

City Clerk

City of Leesburg

Appointed Boards & Commission Application

Date: 8/16/2022

Name: Dustin Joseph Laine Home Phone: 850-766-3843

Mailing Address:

2322 Sobbins Dr Leesburg, FL 34748

Home Address:

Same

Business Name & Type:

Melon Patch Players Community Theater

Business Address:

311 N. 13th St. Leesburg, FL 34748

Business telephone number: 352-777-3013 ext. _____

Position: Executive Director

Education, Training or Experience related to the activities of the Advisory Body

to which appointment is sought:

Collegiate level coursework in Theater arts
Regional Theater, I have been involved in the
arts for close to 4 decades.

Professional Organizations/Memberships:

Rotary International
ACTT

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.


Signature of Applicant

8/16/2022
Date

Return to: City Clerk's Office City of Leesburg

P.O. Box 490630

Leesburg, FL, 34739-0630

PRINT ONLY For information of how to use this form, Contact: City Clerk

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.C.2.

Meeting Date: February 13, 2023

From: Andi Purvis, (City Clerk)

Subject: Resolution of the City Commission of the City of Leesburg, Florida appointing one member to the Leesburg Police Officer's Retirement Pension Board of Trustees for a two-year term set to expire December 31, 2024; and providing an effective date.

Staff Recommendation:

Staff recommends the appointment of one member to the Leesburg Police Officer's Retirement Pension Board of Trustees for a two-year term to expire December 31, 2024.

Analysis:

The Police Pension Trustee Board consists of five regular members of which two members are City appointed positions.

Public notice seeking citizens willing to serve on the board was advertised in the Daily Commercial on January 8 and January 15, 2023, and also on the city's website and through social media.

Two applications were received and are attached for review.

Mr. James Reid - Realtor
Mr. Tom Brown - Retired

The vacant position is due to the resignation of Mr. Rolando Reyes.

Procurement Analysis:

N/A

Options:

1. Appoint one member to the Leesburg Police Officer's Retirement Pension Board of Trustees; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

None

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA APPOINTING ONE MEMBER TO THE LEESBURG POLICE
OFFICER'S RETIREMENT PENSION BOARD OF TRUSTEES FOR A TWO-
YEAR TERM SET TO EXPIRE DECEMBER 31, 2024; 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 finds there is a vacancy for one City-appointed member to the Leesburg Police Officer's Retirement Pension Board of Trustees;

THAT the City Commission hereby appoints _____ as a regular member of the Leesburg Police Officer's Retirement Pension Board of Trustees to fill the vacancy with said term to expire December 31, 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 on the 13th day of February 2023.

Mayor

ATTEST:

City Clerk

City of Leesburg

Appointed Boards & Commission Application

Date: 1/10/23

Name: James Reid Home Phone: 321-586-7405

Mailing Address:
1003 Herndon Street Leesburg FL 34748

Home Address:
1003 Herndon Street Leesburg FL 34748

Business Name & Type:
Trident Realty - Realty Agency

Business Address:
121 S Orange Avenue Orlando FL 32891

Business telephone number: 407-490-8129 ext. _____

Position: Sales

Education, Training or Experience related to the activities of the Advisory Body
to which appointment is sought:

BA in Technical Writing from UCF. Education, copy, and journalism background. Whole sale and commercial real estate sales and development experience acquired by nearly half a decade working with Trident Realty.

Professional Organizations/Memberships:

Active member, volunteer, and sponsor to a number of nonprofit and Florida action committees.

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.



Signature of Applicant

1/10/2023

Date

Return to: City Clerk's Office City of Leesburg

P.O. Box 490630

Leesburg, FL, 34739-0630

PRINT ONLY For information of how to use this form, Contact: [City Clerk](#)

City of Leesburg
Appointed Boards & Commission Application

Date: 01/15/2023

Name: Tom Brown Home Phone: 484 319 7370

Mailing Address:
5839 Greenbriar Loop, Leesburg, FL 34748

Home Address:
same

Business Name & Type:

Business Address:

Business telephone number: _____ ext. _____

Position: Police Pension Board

Education, Training or Experience related to the activities of the Advisory Body
to which appointment is sought:

Past Finance Chair, Board Member, and Treasurer of Legacy of Leesburg HOA; Incoming treasurer for Leesburg Foodbank, retired Director of New Product Modeling for Comcast Corporation (Philadelphia) responsible for Demand Forecasting, Economic Modeling, and Prescriptive Analysis.

Professional Organizations/Memberships:

Have you served on a city board or committee in the past? No

If yes, Dates Served _____

Name of Board or committee:

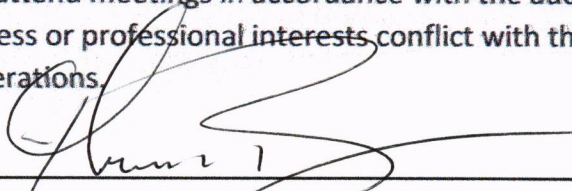
☐ Library Board ☐ Historic Preservation Board ☐ Planning Commission

☐ 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.



Signature of Applicant

1/15/22
Date

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.C.3.

Meeting Date: February 13, 2023

From: Andi Purvis, (City Clerk)

Subject: Resolution of the City Commission of the City of Leesburg, Florida appointing one member to the Greater Leesburg Community Redevelopment Agency (GLCRA) to fill a vacant remaining four-year term set to expire December 31, 2023; and providing an effective date.

Staff Recommendation:

Staff recommends the City Commission appoint one member to the Greater Leesburg CRA to fill a vacancy for a remaining four-year term expiring December 31, 2024.

Analysis:

The Greater Leesburg CRA Board consists of seven regular members; five of whom are the City Commissioners and the other two members are appointed by the City Commission from members of the public who reside in, or engage in business within the boundaries of the agency.

When Commissioner Reisman was elected to the City Commission in November 2022, his seat as a public member became vacant. This appointment is to fill that remaining term through December 31, 2023.

Public notice seeking citizens willing to serve on the board was advertised in the Daily Commercial on January 8 and January 15, 2023, and also on the city's website and through social media.

One application meeting all code requirements was received and is attached for review.

Mr. James Reid - Realtor

Procurement Analysis:

N/A

Options:

1. Appoint one member to the Greater Leesburg CRA; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

None

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA APPOINTING ONE MEMBER TO THE GREATER LEESBURG
COMMUNITY REDEVELOPMENT AGENCY (GLCRA) TO FILL A VACANT
REMAINING FOUR-YEAR TERM SET TO EXPIRE DECEMBER 31, 2023;
AND PROVIDING AN EFFECTIVE DATE.**

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

THAT the City Commission hereby appoints _____ as a member
to the Greater Leesburg Community Redevelopment Agency (GLCRA) to fill the vacant remaining four-
year term to expire December 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 on the 13th day of February 2023.

Mayor

ATTEST:

City Clerk

City of Leesburg

Appointed Boards & Commission Application

Date: 1/10/23

Name: James Reid Home Phone: 321-586-7405

Mailing Address:
1003 Herndon Street Leesburg FL 34748

Home Address:
1003 Herndon Street Leesburg FL 34748

Business Name & Type:
Trident Realty - Realty Agency

Business Address:
121 S Orange Avenue Orlando FL 32891

Business telephone number: 407-490-8129 ext. _____

Position: Sales

Education, Training or Experience related to the activities of the Advisory Body
to which appointment is sought:

BA in Technical Writing from UCF. Education, copy, and journalism background. Whole sale and covejtiol real estate sales and development experience acquired by nearly half a decade working with Trident Realty.

Professional Organizations/Memberships:

Active member, volunteer, and sponsor to a number of nonprofit and Florida action committees.

Have you served on a city board or committee in the past? _____

If yes, Dates Served _____

Name of Board or committee:

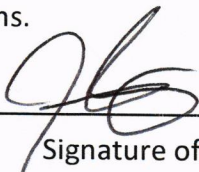
____ Library Board ____ Historic Preservation Board ____ Planning Commission

☒ 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.



Signature of Applicant

1/10/2023

Date

Return to: City Clerk's Office City of Leesburg

P.O. Box 490630

Leesburg, FL, 34739-0630

PRINT ONLY For information of how to use this form, Contact: [City Clerk](#)

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.C.4.

Meeting Date: February 13, 2023

From: Andi Purvis, (City Clerk)

Subject: Resolution of the City Commission of the City of Leesburg, Florida appointing one regular member to the Leesburg Planning Commission to fill a vacant remaining three-year term set to expire December 31, 2024; and providing an effective date.

Staff Recommendation:

Staff recommends the City Commission appoint one regular member to the Leesburg Planning Commission to fill a vacancy for a remaining three-year term set to expire December 31, 2024.

Analysis:

The Leesburg Planning Commission is appointed by the City Commission to make recommendations on planning and zoning related cases, or final decisions on cases such as variances and conditional uses. It consists of seven members and two alternates. Currently, one regular member term is vacant.

Public notice seeking citizens willing to serve on the board was advertised in the Daily Commercial on January 8 and January 15, 2023, and also on the city's website and through social media.

Two applications meeting code requirements were received and are attached for review.

Mr. James Reid - Realtor

Mrs. Rosalind Peebles-Johnson - G.R.T.S. Client Trust Rep/LifeStream

Mr. Nate Sanders, currently the 1st Alternate member, submitted an email request that he be considered for the regular full-time member position. His email is also attached.

Procurement Analysis:

N/A

Options:

1. Appoint one member to the Leesburg Planning Commission; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

None

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA APPOINTING ONE REGULAR MEMBER TO THE LEESBURG
PLANNING COMMISSION TO FILL A VACANT REMAINING THREE-YEAR
TERM SET TO EXPIRE DECEMBER 31, 2024; AND PROVIDING AN
EFFECTIVE DATE.**

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

THAT the City Commission hereby appoints _____ as a regular member to the Leesburg Planning Commission to fill the vacant remaining three-year term to expire December 31, 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 on the 13th day of February 2023.

Mayor

ATTEST:

City Clerk

City of Leesburg

Appointed Boards & Commission Application

Date: 1/10/23

Name: James Reid

Home Phone: 321-586-7405

Mailing Address:

1003 Herndon Street Leesburg FL 34748

Home Address:

1003 Herndon Street Leesburg FL 34748

Business Name & Type:

Trident Realty - Realty Agency

Business Address:

121 S Orange Avenue Orlando FL 32891

Business telephone number: 407-490-8129

ext. _____

Position: Sales

Education, Training or Experience related to the activities of the Advisory Body
to which appointment is sought:

BA in Technical Writing from UCF. Education, copy, and journalism background. Whole sale and
covejtioal real estate sales and development experience acquired by nearly half a decade working
with Trident Realty.

Professional Organizations/Memberships:

Active member, volunteer, and sponsor to a number of nonprofit and Florida action committees.

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.



Signature of Applicant

1/10/2023

Date

Return to: City Clerk's Office City of Leesburg

P.O. Box 490630

Leesburg, FL, 34739-0630

PRINT ONLY For information of how to use this form, Contact: [City Clerk](#)

City of Leesburg
Appointed Boards & Commission Application

Date: 01/12/2023

Name: Rosalind Peeples-Johnson

Home Phone: 352-504-7503

Mailing Address:
1873 Pruitt St Leesburg, FL 34748

Home Address:
SAME

Business Name & Type:
Lifestream Behavioral Center

Business Address:
2018 Tally Rd

Business telephone number: 352-315-7461 ext. 7461

Position: G.R.T.S Client Trust Rep

Education, Training or Experience related to the activities of the Advisory Body
to which appointment is sought:

Professional Organizations/Memberships:

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):

Citizens Advisory Task Force

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.

Rosalind Peeples-Johnson

Signature of Applicant

01/12/2023

Date

Return to: City Clerk's Office City of Leesburg P.O. Box 490630

PRINT ONLY For information of how to use this form, Contact: City Clerk

Leesburg, FL, 34739-0630

Andi Purvis

From: Dan Miller
Sent: Saturday, February 4, 2023 10:51 AM
To: Andi Purvis
Cc: nate@sanderscleaningservices.com
Subject: FW: Full Time Commissioner

Andi:
Here is the email from Mr. Sanders.
Thanks!

Dan Miller
Planning & Zoning Director
204 North Fifth Street
Leesburg, Florida 34748
(352)728-9786 x1710

-----Original Message-----

From: nate@sanderscleaningservices.com <nate@sanderscleaningservices.com>
Sent: Friday, February 3, 2023 5:04 PM
To: Dan Miller <Dan.Miller@leesburgflorida.gov>
Cc: Sabrina Mitchell <Sabrina.Mitchell@leesburgflorida.gov>
Subject: Full Time Commissioner

EXTERNAL EMAIL - USE CAUTION

Good afternoon Dan,
I would like to be considered for the full time commissioner's position on the Planning and Zoning Commission Board. It gives me great satisfaction to learn the process of how our city is growing. It would be an honor, and thank you for your consideration.

Kindest regards,

Nathaniel Sanders
352-255-8235

Please Note: Florida has a very broad public records law. Most written communications to or from government officials regarding government business are public records available to the public and media upon request. Your e-mail communications may therefore be subject to public disclosure.

Think before you print.

Miscellaneous Accounts Receivable Customers With Unpaid Balances

Prepared by Finance

December 31, 2022

CURRENTLY WORKED BY PROVIDING DEPARTMENT OR FINANCE

001 Fund

Blastos, Alexancer	Working with Marina	Marina Rent	346.46
Gillette, Brian	Working with Marina	Marina Rent	337.24
Jennings, Matthew	Boat not here/ Sent to Attorney	Marina Rent	711.99
Leesburg Center for the Arts	Working with Police Dept	Security for Art Festival 3/11/22-3/12/22	720.00
Macallan Acquisitions	Working with Planning & Zoning	P&Z Traffic Study MPO	2,780.00
Matthews Hanna Construction	Working with Planning & Zoning	P&Z Traffic Study MPO	2,744.00
VPG Leesburg 1 LLC	Working with Planning & Zoning/Sent to Attorney	P&Z Traffic Study MPO	5,147.50
			<u>12,787.19</u>

013 Fund

Calhoun, Contessa	Working with Housing Dept	Housing Rent	2,561.00
			<u>2,561.00</u>

041 Fund

Nix, Corey	Working with Electric/ making payments	Apprentice Reimbursement	2,550.59
			<u>2,550.59</u>

046 Fund

Smith, Jaqueline	Working with Solid Waste	Solid Waste Roll off	225.00
			<u>225.00</u>

510 Fund

Lowery, Clara Necole	Working with Fleet	Damage to City Property	2,238.67
			<u>2,238.67</u>

Total 20,362.45

001 FUND TOTAL	\$	12,787.19
013 FUND TOTAL	\$	2,561.00
041 FUND TOTAL	\$	2,550.59
046 FUND TOTAL	\$	225.00
510 FUND TOTAL	\$	2,238.67
	\$	<u><u>20,362.45</u></u>

Expected write offs as of Dec 31, 2022

Every September, the Finance Director informs the Commission the dollar amount of customer accounts to be written off. Listed below are the amounts for the prior fiscal years and how the City is trending for fiscal years 2021 and 2022

Fiscal Write Off Year	Projected Written Off	Actual Written Off	Add'l Amount Collected
2021-2022	281,753		
2020-2021	\$ 307,042	304,458.0	(\$2,584)
2019-2020	284,281	250,084	(34,197)
2018-2019	342,912	284,276	(58,636)
2017-2018	394,427	268,001	(126,426)
2016-2017	345,913	314,552	(31,361)
2015-2016	491,091	440,511	(50,580)
2014-2015	431,543	364,023	(67,519)
2013-2014	292,507	258,246	(34,261)
2012-2013	280,544 *	216,319	(64,225)
2011-2012	380,227 *	341,414	(38,813)

Projected
Fiscal year 2022 - Month by Month
10/01/21- 09/30/22

Month	Amount Written Off	Number of Accounts	
		Commercial	Residential
October	\$ 18,445	3	67
November	19,468	6	65
December	25,734	3	71
January	18,428	1	60
February	21,646	2	62
March	17,878	0	43
April	32,964	11	61
May	15,027	0	47
June	29,250	2	71
July	34,286	4	79
August	18,029	3	46
September	30,599	3	76
Accounts to be written off*	\$ 281,754	38	748
Prior Yr to Date	\$ 307,042	36	821
difference - () negative	\$ 25,288	(2)	73

Projected
Fiscal year 2023- Month by Month
10/01/22- 09/30/23

Month	Amount Written Off	Number of Accounts		Average Account Balance	
		Commercial	Residential	Commercial	Residential
October	\$ 23,873	5	77	185.97	266.97
November	34,977	1	90	165.85	284.19
December	52,217	6	119	365.75	347.00
January				237.64	303.17
February				157.19	1,790.76
March				0.00	415.78
April				1,030.32	354.60
May				0.00	319.73
June				381.48	401.23
July				6,811.79	347.77
August				433.27	363.67
September				1,896.88	327.73
Accounts to be written off	\$ 111,067	12	286		
Prior Yr to Date	\$ 63,647	12	203		
difference - () negative	\$ 47,420	0	83		

City of Leesburg, Florida
Report of **REVENUES** by Fund
For Period Beginning of **October 1, 2022- December 31, 2022** or **25%**

Fund Name	REVENUES				
	CURRENT YEAR			LAST YEAR	
	FY 23 Adjusted Budget	FY 23 Revenue	FY 23 Percentage	FY 22 Revenue	FY 22 Percentage
<u>General Fund</u>	30,508,797	10,951,466	36%	10,228,788	36%
<u>Special Revenue Fund</u>					
Housing Assistance	106,680	36,867	35%	23,996	25%
Debt Service Fund	1,745,218	1,608,036	92%	1,614,659	92%
Capital Projects Fund	6,326,541	490,987	8%	1,926,554	61%
Discretionary Sales Tax	2,599,868	432,589	17%	359,149	38%
Police Forfeiture Fund	-	40,265	0%	94	0%
Police Education Fund	-	917	0%	707	0%
Gas Tax	800,000	140,304	18%	126,207	17%
Police Impact Fees	-	158,335	0%	35,905	0%
Fire Impact Fees	-	13,600	0%	29,292	0%
Recreation Impact Fees	-	21,428	0%	55,225	0%
Building Fund	1,073,600	240,774	22%	214,352	21%
<u>Community Redevelopment Agencies</u>					
Greater Leesburg CRA fund	752,463	751,007	100%	539,108	115%
Carver Heights CRA fund	899,168	648,336	72%	490,147	96%
Highway 27/441 CRA fund	1,829,915	1,808,503	99%	1,309,102	95%
<u>Enterprise Funds</u>					
Stormwater Utility Fund	1,916,746	439,810	23%	413,410	34%
Electric Utility Fund	95,863,940	20,477,179	21%	16,643,706	26%
Gas Utility Fund	9,906,850	2,737,162	28%	2,286,531	34%
Water Utility Fund	11,067,692	2,648,357	24%	2,492,503	26%
Wastewater Utility Fund	15,386,454	3,556,480	23%	9,335,578	50%
Solid Waste Utility Fund	4,962,610	1,236,130	25%	1,162,542	25%
Airport Fund	6,056,251	409,026	7%	441,639	7%
<u>Internal Services Fund</u>					
Health Insurance Fund	7,769,137	1,537,976	20%	2,137,596	29%
Workers Comp Insurance Fund	1,160,309	281,163	24%	192,069	29%
Fleet Maintenance Fund	3,771,811	717,757	19%	664,988	18%
<u>Pension Trust Funds</u>					
Police Retirement Trust Fund	2,223,377	1,614,928	73%	1,595,281	81%
Fire Retirement Trust Fund	1,720,614	1,257,211	73%	1,370,456	82%
General Employees Trust Fund	3,240,408	2,399,885	74%	2,432,896	75%
Use of Fund Balance (Various funds)	77,982,281				
Total All Funds	289,670,730	56,656,478	27%	58,122,480	34%

City of Leesburg, Florida
Report of **EXPENSES** by Fund
For Period Beginning of **October 1, 2022- December 31, 2022** or **25%**

Fund Name	EXPENSES				LAST YEAR	
	CURRENT YEAR					
	FY 23 Adjusted Budget	FY 23 Expenses	FY 23 Percentage		FY 22 Expenses	FY 22 Percentage
<u>General Fund</u>	32,555,337	8,177,701	25%		8,797,708	28%
<u>Special Revenue Fund</u>						
Housing Assistance	162,112	30,958	19%		33,990	22%
Debt Service Fund	1,745,218	1,234,359	71%		1,304,335	75%
Capital Projects Fund	12,788,301	215,381	2%		1,336,653	17%
Discretionary Sales Tax	2,680,893	(5,121)	0%		876,201	35%
Police Forfeiture Fund	61,571	-	0%		-	0%
Police Education Fund	3,500	6,915	198%		6,523	109%
Gas Tax	1,207,052	220,533	18%		315,913	42%
Police Impact Fees	-	13,100	0%		3,060	29%
Fire Impact Fees	-	980	0%		2,340	936%
Recreation Impact Fees	-	1,070	0%		177,700	98%
Building Fund	1,570,402	349,406	22%		277,962	16%
<u>Community Redevelopment Agencies</u>						
Greater Leesburg CRA fund	813,641	98,564	12%		137,304	22%
Carver Heights CRA fund	999,168	32,604	3%		406,150	57%
Highway 27/441 CRA fund	1,979,110	137,715	7%		145,251	10%
<u>Enterprise Funds</u>						
Stormwater Utility Fund	3,283,752	292,869	9%		286,601	12%
Electric Utility Fund	102,434,356	20,457,055	20%		16,555,866	22%
Gas Utility Fund	11,665,662	2,322,215	20%		1,847,714	19%
Water Utility Fund	17,692,463	2,215,938	13%		2,095,601	15%
Wastewater Utility Fund	64,033,187	3,334,572	5%		2,531,608	8%
Solid Waste Utility Fund	5,454,110	1,771,868	32%		1,513,081	29%
Airport Fund	7,050,961	781,133	11%		732,342	10%
<u>Internal Services Fund</u>						
Health Insurance Fund	7,769,137	1,028,199	13%		1,931,504	26%
Workers Comp Insurance Fund	1,160,309	277,723	24%		208,228	31%
Fleet Maintenance Fund	5,376,089	778,068	14%		719,623	16%
<u>Pension Trust Funds</u>						
Police Retirement Trust Fund	2,223,377	330,518	15%		280,408	14%
Fire Retirement Trust Fund	1,720,614	468,775	27%		338,376	20%
General Employees Trust Fund	3,240,408	899,557	28%		754,996	23%
Total All Funds	289,670,730	45,472,655	16%		43,617,038	20%

CITY OF LEESBURG
CASH AND INVESTMENTS BY FUND
12/31/2022

		GENERAL	SPECIAL REVENUE	DEBT SERVICE	CAPITAL PROJECTS	ELECTRIC UTILITY	GAS UTILITY	WATER UTILITY	WASTEWATER TREATMENT	COMMUNICATION	SANITATION SERVICES	STORM WATER	AIRPORT	BUILDING PERMITS	INTERNAL SERVICE
POOLED CASH & INVESTMENTS		FUND	FUNDS GROUP	FUNDS	FUND	FUND	FUND	FUND	FUND	FUND	FUND	FUND	FUND	FUND	FUNDS GROUP
OPERATING CASH		\$81,025,037.54	\$16,133,688.72	\$8,441,625.57	\$ 1,149,369.37	\$ 132,924.73	\$12,917,584.66	\$ 4,238,348.31	\$ 6,421,651.15	\$ 14,067,451.23	\$ 1,218,740.38	\$3,719,243.02	\$3,949,919.11	\$ 1,979,833.99	\$ 6,654,657.30
RESTRICTED CASH															
	CUSTOMER DEPOSITS	7,068,020.71					5,118,289.89	1,237,730.54	700,525.28		9,655.00				
	RENEWL & REPLCMNT	19,894,290.74	2,015,220.53	17,516.89			1,425,929.01	451,392.46	2,976,725.09	11,665,736.90	850,000.00				491,769.86
	BOND/NOTE SINKING FUND	32,459,273.94		245,951.72			983,435.79	32,935.74	284,957.35	30,911,993.34					
	INFRASTRUCTURE DEVELOPMENT														
	SIGN GRANT & HUD SHIP	330,373.31		330,373.31											
	HWY 441/27 CRA - Restricted Surplus	600,000.00		600,000.00											
	IMPACT FEES	7,387,714.74													
	OTHER RESTRICTED CASH	12,779,582.72		72,826.62	12,562,444.90				1,991,970.31	5,395,744.43					
	DEVELOPER CONTRIBUTIONS	627,113.92													
	RATE STABILIZATION	(6,951,995.00)					621,984.52	5,129.40							
SUBTOTAL OF RESTRICTED CASH		74,194,375.08	2,015,220.53	1,266,668.54		12,562,444.90	(6,951,995.00)	1,727,188.14	5,954,178.03	47,975,294.67	859,655.00				491,769.86
TOTAL POOLED CASH		\$155,219,412.62	\$ 18,148,909.25	\$ 9,708,294.11	\$ 1,149,369.37	\$ 12,695,369.63	\$ 14,115,228.87	\$ 5,965,536.45	\$ 12,375,829.18	\$ 62,042,745.90	\$ 2,078,395.38	\$ 3,719,243.02	\$ 3,949,919.11	\$ 1,979,833.99	\$ 7,146,427.16
NON-POOLED RESTRICTED CASH															
	CASH WITH FISCAL AGENT	775,977.35			409,566.73			61,456.22	127,833.35	177,121.05					
	DEPOSITORY TRUST ACCOUNT														
	DEP-WELLS FARGO														
SUBTOTAL NON-POOLED CASH		775,977.35			409,566.73			61,456.22	127,833.35	177,121.05					
TOTAL POOLED CASH AND INVEST		\$155,995,389.97	\$18,148,909.25	\$ 9,708,294.11	\$1,558,936.10	\$12,695,369.63	\$14,115,228.87	\$6,026,992.67	\$12,503,662.53	\$62,219,866.95	\$2,078,395.38	\$3,719,243.02	\$3,949,919.11	\$1,979,833.99	\$7,146,427.16

		INDIVIDUAL SPECIAL REVENUE FUNDS											
POOLED CASH & INVESTMENTS		SPECIAL REVENUE FUNDS TOTAL	HOUSING ASSISTANCE FUND	GREATER LEESBURG CRA FUND	CARVER HEIGHTS CRA FUND	HIGHWAY 441/27 CRA FUND	POLICE FORFEITURE FUND	POLICE EDUCATION FUND	DISCRETIONARY SALES TAX FUND	GAS TAX FUND	POLICE IMPACT FUND	FIRE IMPACT FUND	RECREATION IMPACT FUND
OPERATING CASH		\$ 8,441,625.57	\$ 228,219.93	\$ 723,940.90	\$ 783,345.46	\$ 3,659,712.02	\$ 143,907.28	\$ (5,162.80)	\$ 990,884.69	\$ 511,024.58	\$ 885,825.84	\$ 193,669.00	\$ 326,258.67
RESTRICTED CASH													
	HUD SHIP PROGRAM & \$HOUSE PROCEEDS	72,826.62	72,826.62										
	BOND/NOTE SINKING FUND	245,951.72		25,520.89		220,430.83							
	SIGN GRANT	330,373.31		61,177.96	100,000.00	169,195.35							
	R&R / OTHER RESTRICTED	17,516.89	17,516.89										
	CUSTOMER DEPOSITS	600,000.00				600,000.00							
SUBTOTAL OF RESTRICTED CASH		\$ 1,266,668.54	\$ 90,343.51	\$ 86,698.85	\$ 100,000.00	\$ 989,626.18	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL POOLED CASH		\$ 9,708,294.11	\$ 318,563.44	\$ 810,639.75	\$ 883,345.46	\$ 4,649,338.20	\$ 143,907.28	\$ (5,162.80)	\$ 990,884.69	\$ 511,024.58	\$ 885,825.84	\$ 193,669.00	\$ 326,258.67
NON-POOLED RESTRICTED CASH													
SUBTOTAL NON-POOLED CASH		\$ -											
TOTAL POOLED CASH AND INVEST		\$ 9,708,294.11	\$ 318,563.44	\$ 810,639.75	\$ 883,345.46	\$ 4,649,338.20	\$ 143,907.28	\$ (5,162.80)	\$ 990,884.69	\$ 511,024.58	\$ 885,825.84	\$ 193,669.00	\$ 326,258.67

		INTERNAL SERVICE FUNDS				
POOLED CASH & INVESTMENTS		INTERNAL SERVICE FUNDS TOTAL	HEALTH INSURANCE FUND	WORKERS' COMPENSATION FUND	RISK MANAGEMENT FUND	FLEET MAINTENANCE FUND
OPERATING CASH		\$ 6,654,657.30	\$ 2,366,657.67	\$ 1,559,217.06	\$ -	\$ 2,728,782.57
RESTRICTED CASH		491,769.86				491,769.86
SUBTOTAL OF RESTRICTED CASH		\$ 491,769.86	\$ -	\$ -	\$ -	\$ 491,769.86
TOTAL POOLED CASH		\$ 7,146,427.16	\$ 2,366,657.67	\$ 1,559,217.06	\$ -	\$ 3,220,552.43
TOTAL POOLED CASH AND INVESTMENTS		\$ 7,146,427.16	\$ 2,366,657.67	\$ 1,559,217.06	\$ -	\$ 3,220,552.43

**CITY OF LEESBURG
INVESTMENT REPORT
12/31/2022**

DESCRIPTION	BALANCE 12/31/2022
BANK OPERATING AND SAVINGS ACCOUNTS	
Truist Bank - Disbursement	\$62,826,740
TD Bank - Savings	4,041,155
Southstate Bank - Savings	3,775,959
Southstate Bank - CD	2,000,000
JP Morgan - CD	5,000,000
	\$77,643,854
LOCAL GOVERNMENT INVESTMENT POOLS	
FLSAFE	7,899,062
FLCLASS	10,009,253
FLPRIME	4,072,244
	21,980,559
U S TREASURY MONEY MARKET FUND (FGU Deposit)	0
US BANK (Fiscal Agent)	775,977
CHANDLER ASSET MANAGEMENT (SECURITIES)	54,845,000
PUBLIC TRUST ADVISORS (SECURITIES)	750,000
	55,595,000
TOTAL INVESTMENTS	155,995,390
MARKET ADJUSTMENT	(1,063,524)
TOTAL VALUE OF INVESTMENTS	\$154,931,866

