

**AGENDA
CITY COMMISSION MEETING
CITY HALL, 501 W MEADOW STREET
MONDAY, JUNE 12, 2023 5:30 PM**

1. CALL TO ORDER

INVOCATION

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

2. PROCLAMATIONS:

A. Arlette R. Dent - Leesburg Public Library Career Online Education Graduate

B. Pride Month

3. PRESENTATIONS:

A. Employee Service Award Recognitions:

Five Years: Ike Arriaga, Police; and Jamie Davis, Human Resources

Ten Years: Te'Rella Coleman, Recreation

Twenty Years: Taraja McBride, Electric; and Charles Padgett, Electric

Twenty-Five Years: Ryan Sapp, Fire

Thirty Years: Cheryl Raiford, Procurement

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 May 22, 2023**

B. PURCHASING ITEMS:

1. **Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Construction Services Fixed Unit Price Agreement with The Fishel Company for underground utility construction services; and providing an effective date.**
2. **Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Piggyback Agreement with Evoqua Water Technologies, LLC. for corrosion and odor control services; and providing an effective date.**
3. **Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a contract amendment with Brightview Landscape Services, Inc. for landscape maintenance services; and providing an effective date.**

C. RESOLUTIONS:

1. **Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Gas Service Agreement between the City of Leesburg and Troon Creek II, LLC, for the purpose of setting forth the terms under which the City will provide natural gas service to the development known as Troon Creek Preserve; and providing an effective date.**
2. **Resolution of the City Commission of the City of Leesburg, Florida, approving the West Leesburg Community Development Corporation (WLCDC), American Recovery Grant Award; and providing an effective date.**
3. **Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Lake County Water Authority Stormwater Grant Program Agreement to provide financial assistance for the Center Street Stormwater Retrofit Project Construction; and providing an effective date.**
4. **Resolution of the City Commission of the City of Leesburg, Florida, accepting and approving a plat for Villages of West Lake Unit No. 84, a subdivision of the City of Leesburg, Florida, being a portion of Section 9, Township 20 South, Range 24 East, Lake County, Florida, and accepting and dedicating to the use of the public any easements or public places**

shown thereon as being dedicated to the public; and providing an effective date. (Villages of West Lake Unit No. 84)

5. Resolution of the City Commission of the City of Leesburg, Florida, accepting a Utility Easement from DRJ Land Company, LLC, affecting the property described therein; and providing an effective date.
6. Resolution of the City Commission of the City of Leesburg, Florida, accepting a Utility Easement from Robert G. Bundens, Sr. and Joann R. Bundens affecting the property described therein; and providing an effective date.
7. Resolution of the City Commission of the City of Leesburg, Florida, accepting a Utility Easement to the City of Leesburg from FCC Environmental Services Florida, LLC, for the purpose of granting the City an easement over the property described therein; and providing an effective date.
8. Resolution of the City Commission of the City of Leesburg, Florida, accepting and approving a plat for Silver Lake Pointe Phase 1, a subdivision of the City of Leesburg, Florida, being a portion of Sections 9 and 10, Township 19 South, Range 25 East, Lake County, Florida, and accepting and dedicating to the use of the public any easements or public places shown thereon as being dedicated to the public; and providing an effective date. (Silver Lake Pointe Phase 1)
9. Resolution of the City Commission of the City of Leesburg, Florida, accepting an Automatic Aid Agreement for Fire Protection and Other Emergency Services between the City of Groveland and the City of Leesburg and more particularly described in the document; 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. None

B. FIRST READING OF ORDINANCES

1. An Ordinance of the City of Leesburg, Florida, annexing certain real property consisting of approximately 60.27 +/- acres and generally located

north of Jackson Road, east and west of Park Lane, and west of Radio Road, lying in Section 10, Township 19 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. (Silver Lake Woods 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 60.27 +/- acres from Lake County Urban Low Density to City of Leesburg Estate Residential, for a property generally north of Jackson Road, east and west of Park Lane, and west of Radio Road, lying in Section 10, Township 19 South, Range 25 East, Lake County, Florida; and providing an effective date. (Silver Lake Woods LSCP)**
3. **An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 60.27 +/- acres from Lake County A (Agriculture) to City of Leesburg PUD (Planned Unit Development) to allow for residential development for a property generally located north of Jackson Road, east and west of Park Lane, and west of Radio Road, lying in Section 10, Township 19 South, Range 25 East, Lake County, Florida; and providing an effective date. (Silver Lake Woods PUD)**
4. **An Ordinance of the City of Leesburg, Florida, annexing certain real property consisting of approximately 1.45 +/- acres; and generally located west of Whitney Road and north of State Road 44, 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. (City of Leesburg Electric Substation SR 44 Davis 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 1.45 +/- acres from Lake County Rural Transition to City of Leesburg Institutional, for a property generally located west of Whitney Road and north of State Road 44, lying in Section 19, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date. (City of Leesburg Electric Substation SR 44 Davis SSCP)**

6. **An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 1.45 +/- acres from Lake County A (Agriculture) to City of Leesburg P (Public) for a property generally located west of Whitney Road and north of State Road 44, lying in Section 19, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date. (City of Leesburg Electric Substation SR 44 Davis RZ)**

C. NON-ROUTINE ITEMS

1. **Resolution of the Mayor and City Commission of the City of Leesburg, Florida, reaffirming the Mission and Vision Statement; establishing Goals for the Organization; and providing for an effective date.**
2. **City Manager Presentation of FY '24 Wage Proposal**
3. **Resolution of the City Commission of the City of Leesburg, Florida relating to the provision of Fire Protection Services, Facilities and Programs in the City of Leesburg, Florida; Imposing Fire Protection Assessments against assessed property located within the City for the Fiscal Year beginning October 1, 2023; Approving the Rate of Assessment; Approving the Assessment Roll; and providing an effective date.**
4. **Resolution of the City Commission of the City of Leesburg, Florida, authorizing the ratification of the Collective Bargaining Agreement with the Florida Police Benevolent Associations, Inc. for Officers/Detectives and Corporals/Sergeants; and providing an effective date.**
5. **Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Ratification of the Collective Bargaining Agreement with the Professional Firefighters of Leesburg Local 2957, IAFF, AFL-CFO-CLC; and providing an effective date.**
6. **Resolution of the City Commission of the City of Leesburg, Florida authorizing approval of the Revised Pay Scale for the General Employees, payable effective July 1, 2023; Authorizing the City Manager to enter into Memoradums of Understanding to implement agreed wages to the PBA and IAFF effective July 1, 2023; and providing an effective date.**
7. **Resolution of the City Commission of the City of Leesburg, Florida authorizing Approval of a Commissary Kitchen for Leesburg Resource Center; and providing an effective date.**
8. **Resolution of the City Commission of the City of Leesburg, Florida amending the Home Improvement Grant Program; 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. None

8. CITY ATTORNEY ITEMS:

9. CITY MANAGER ITEMS:

10. ROLL CALL:

11. ADJOURN:

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

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

**AGENDA MINUTES
CITY COMMISSION MEETING
CITY HALL, 501 W MEADOW STREET
MONDAY, MAY 22, 2023 5:30 PM**

1. CALL TO ORDER

The City of Leesburg Commission held a regular meeting on Monday, May 22, 2023, at Leesburg City Hall. Mayor Burry called the meeting to order at 5:30 p.m. with the following members present:

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

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. FY 24 Salary and Wage Proposal

CM Minner stated normally we tackle these issues in the budget process, but because this year is a little bit different with the CBAs, with some personnel issues, he wanted to give the commission ample time to kind of ponder where we are. We discussed it at the visioning session and one of the goals the commission is considering is how to ensure that our personnel pay classifications and our pay across the board for all city employees is a priority and is competitive. Several months back, probably in the fall, Commissioner Connell asked him to look into this issue, as well as start a salary survey. We did an overall survey of our personnel wages and the purpose here is to get you updated on this information. There will be several meetings where we talk about it, so this is not an action item tonight but an

informational item. As a result of the comprehensive salary survey, basically what we found was that the city's general employees are behind. We have three classifications of employees: the General employee, which is most of all folks who work for the city of Leesburg, the PBA, the Police Benevolent Association, which is our sworn officers, and we have the IAFF, International Association of Firefighters. In the police department, they are ranked below sergeant to the entry level officer, and in the fire department it is all firefighters at lieutenant and below. The survey showed the private sector and the public sector quickly moving to \$15 an hour before the recommended February 2026 time frame.

Our entry level rate of about \$12.74 is behind and as you come through our ranks, you see several positions that are open, basically in maintenance worker positions, in other administrative positions, and this needs to be addressed. If you tackle bringing up that baseline from the \$12.74 to \$15 an hour pay range to be competitive, you then have to face a compression issue. Second, we also found that our wages in the police department are again out of competition with regional departments. That magic number for an entry-level police officer is moving to the sixty thousand dollars a year range. Each police department is different because of the hours worked, 24-hour shifts, 12-hour shifts, but it is really the sixty thousand dollar mark at our rate, which is 2,210 hours' work. With the IAFF, they were not too bad off but they were slightly under the regional range, so those were the issues. Our recommendation moving forward in Fiscal Year 24 on how to address that in the upcoming budget process, is that each unit has a different way to address how to compensate in a better manner for the city. First, for general employees, we have several pay grades that go from level 112 to 142. We need to increase that previously mentioned \$12.74 entry level rate at the initial step, 112, of our pay scale. The recommendation is to increase that entry level 112 to \$15 an hour, then for each step after that, 113 would start at \$15 an hour plus four percent for each step from 112 to 142. Increase four percent overall as far as the step plan goes, and that is where the compression hits when you look at the organization overall. By jumping to \$15 an hour for entry wages, we have probably somewhere in the neighborhood of about 30 employees who then get a significant increase, but then that causes a compression issue throughout the organization to about the level of a 133 pay grade.

So how do we address a fair and equitable way to address pay and benefits for the city? We devised that concept whereby everybody is adjusted in their current pay range and then they get one percent per year of service for a longevity bump. So, for those employees who, for example, right now, might make only about thirteen dollars an hour, they would be at a 112 pay grade, getting \$15 an hour. There may be an employee who is in the 133 pay category, so they go immediately to the beginning of the 133 and then they get that longevity bonus of one percent per year service and then, if you follow that process throughout, you address compression. Then there are still some senior employees who start to get up in the supervisory, above the 133 pay grades who then they are a flat five percent increase.

So the recommendation becomes increase the starting pay rate to \$15, adjust the pay scales by four percent over the several steps, apply a formulaic approach to consider longevity for those long-time employees of one percent for years of service or five percent, whatever is greater. That is how we will be recommending the pay scale coming in fiscal year 24.

We met with the PBA, the police benevolence association. This is their third year of the contract and the third year of the contract also requires that we start negotiations prior to June 1, so that is again some of these extemporaneous pressures that are kind of pushing this decision a little quicker. Long story short, with the police department, it is about a 16 percent overall increase to get this entry raised up to \$60,000. We tentatively agreed to a deal whereby the entry level rate instead of the \$59,120 will be \$60,000 right on the number. Officers with at least six months of service will get an extra half a percent of the hourly rate, which will actually make their pay \$60,300, so there is some cushion between newly employed and then everybody above that number would get a 16 percent raise. Right now we have 72 programmed officers, there is a shortage of about seven positions and one of the ways to make this affordable for the city is to freeze the remaining seven positions and phase them back in. Four positions would be unfrozen in April '24 and then the last three would be unfrozen in October '24, which is fiscal year 25, and then that becomes affordable. As the Villages' tax revenues come in, with an ultimate goal to build to about

90 officers.

Firefighters, we presented one category which was about a seven and a half percent across the board increase for those union members. They opted to do something a little bit different, which for us we estimate is going to be about a seven and a half percent increase. They asked for the five percent across the board increase in exchange for the concept of all hours worked, which means if you earned PTO, paid time off, during your scheduled shift, but then are called in because of other outages or shortages right now, that the policy is that we pay you at regular time. They requested a payment of time and a half, which matches the PBA. We estimated that that would be an increase to the payroll of about \$66,000, which \$66,000 plus five percent is seven and a half percent. They felt like that was a better benefit for their members. For us, the cost differential was the same, so we tentatively agreed to that. We also agreed to an increase in the paramedic incentive pay from about \$12,190 to \$13,000, which makes our paramedic incentive pay the highest in the county. At that rate, he thinks that is a good incentive that you want, since about 80 percent of the things the fire department does are those EMS calls, so ensuring we have competitive paramedic pay is very important for us. As far as the tentative agreements, the CBA process goes after management has reviewed, then we move into the ratification votes. The ratification vote for the PBA is scheduled for the end of this month and then the IAFF will have their ratification votes in the first part of June so that by June 12th your consideration for a ratification vote will be on your desk.

Overall, it is about a 10 percent increase. We have looked at a five percent increase that leaves the general fund in a deficit right now of about 1.2 million dollars, which is nonetheless, still for the general fund, a considerable increase. That is based on assumptions that will come to fruition. The first one is June 1 when the tax appraiser numbers come out for what your fiscal year 24 numbers and tax revenue would look like. The second is still that 1.2 million dollar deficit. We assume a 10 percent increase in tax revenue, which is close to what last year was, about 13, so hopefully we will see about the same. At this stage, he thinks that is a reasonable number, and when we meet at the workshop in July we will actually have the first stroke and a revision. Long story short, we will recommend you increase the fire assessment fee this year. The fire assessment fee is done on an annual basis and it is considered an assessment, it is a tax, so there is that feeling, but it is an assessment, so the process for it is a little bit different; you will need to pass a resolution. Similar to the DR-420, which you do in July for the fire assessment fee, which we have done every year, but essentially that needs to get passed in June, which says the assessment may be up to "X" dollars, so that resolution along with the DR-420, which comes out in July, will go to folks as trim notices which come out in August. Then, in September, you approve a final assessment for the fire assessment and then approve the final millage rate and then the final budget.

So, the pinch we are in a little bit is the consideration of approving pay increases that actually pin you into a deficit. That is a predicament, but to a degree, remember with the new Villages growth on the horizon, if we work ourselves into a situation where we ultimately do not increase the fire assessment fee, you will have new tax revenue that will cover that deficit by fiscal year 25 and you will have cash to cover the deficit for 24. He does not like the timing, but we do need to consider this in a relatively short time, as the pinch we have is a lack of officers, the lack of maintenance workers, and the need to keep up.

We do have the cash in fiscal year 23, which is the current year, to maybe even consider giving raises early in the last quarter of 23 so that we can get some folks hired. One of the things we are starting to see a little bit around town is some lack of maintenance issues. The police department is feeling it too, a shortage of personnel, so the sooner we can get the raises the better. We can accomplish that with cash, it is just a matter of how we want to approach that shortfall for fiscal year 24. He does not think that using the cash going forward is the best policy because what you do then is you take about a third of what you anticipate in the Villages revenues to fill the bucket, which will lessen our ability to do other capital projects, new programming or that will affect us in trying to establish the goal of getting 90 officers. He will have more numbers and details on that, but he thinks there is a caveat that if you do increase the fire assessment fee, it is an increase from \$87 to \$165 dollars per year, so that is about an \$80 increase, a 90 percent increase, which is a considerable increase, but the benefit you have from that is you isolate this

fire costs to an assessment so that your other general revenues can pay for other general services, first off. Then you assess at a rate that captures about 80 percent of what you can capture by statute. Right now, we are assessing at only about a 40 percent level and your assessment then is still, not going to say, considerably lower, but regionally, at \$165 dollars per ERU, fire assessment fee is still one of the lowest ones in Lake County. Leesburg assesses pretty much third to the bottom, Eustis and Clermont still do not have a fire assessment fee. Clermont is a little bit different because their tax base is about double what ours is, so they have a little more buying power and their ad valorem than we do. Moving it to that amount is not an unreasonable amount and you will also have a couple other things to offset it. We spoke a couple of meetings ago about the power cost adjustment, and I do anticipate that the power cost adjustment will be down, maybe mid-summer, no later than October 1. He thinks, at a minimum, you will see that come down at thirty dollars a month, so that is \$360 a year for the average consumer, and then that will also help out the commercial side who have really been hit hard by the power cost adjustment. You will still have a negative total out to the taxpayer utility user if you do increase the assessments. The third thing also is, if the assessments come back in on the tax side or higher than the 10 percent, then you could probably look at maybe even lowering the millage rate. In the future, that is probably where we want to be as the new Villages growth comes in. There really are some big things in here, but he thought it was important to bring them up publicly, to give you some consideration and no action is needed tonight.

Mayor Burry thanked the city manager for the information.

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.

Athea Lindsay, owner of Cotton's Kitchen, 305 Pine Street, stated she is here today because she knows construction is coming to Pine Street and it is going to have a major effect on her business and all the businesses down there. She wanted to know if there is anything the City could do financially for the business owners on Pine because this is going to have a big impact. She is there five days a week; this is her livelihood and her employees. **CM Minner** stated we had a citizens' meeting and obviously this issue came up, where the businesses can remain open, albeit it is not the best situation which we understand, because front of businesses are closed, but this is the other side of the equation when we do beautification and improvement projects. From a financial standpoint, he did offer Utility Billing assistance for the employees, so that we would not cut you off in that time frame, and kind of keep a rolling balance, and after the construction work, then payment plans to pay that back. The direct question was financial contribution, remuneration to the businesses, which is an un-ordinary request. CM Minner apologized to Ms. Lindsay for not returning her phone call, but assured her she would hear from him. **Ms. Lindsay** thanked them.

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

Commissioner Pederson moved to adopt the Consent Agenda and Commissioner Reisman seconded the motion.

The roll call vote was:

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

Five 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. Regular meeting held April 24, 2023**
- 2. Regular meeting held May 8, 2023**

B. PURCHASING ITEMS:

- 1. Resolution of the City Commission of the City of Leesburg, Florida, authorizing the City to use the Master Services Agreement awarded by the Florida Municipal Power Agency (FMPA) to Irby Construction Company to provide services related to Electric Utility Transmission & Distribution Construction and maintenance; and providing an effective date.**

ADOPTED RESOLUTION 11,320

- 2. Resolution of the City Commission of the City of Leesburg, Florida, authorizing the City to use the Master Services Agreement awarded by the Florida Municipal Power Agency (FMPA) to SPE Group LLC. to provide services related to Electric Utility Transmission & Distribution Construction and maintenance; and providing an effective date.**

ADOPTED RESOLUTION 11,321

C. RESOLUTIONS:

- 1. Resolution of the City Commission of the City of Leesburg, Florida, accepting and approving a plat for Villages of West Lake Unit No. 80, a subdivision of the City of Leesburg, Florida, being a portion of Section 16, Township 20 South, Range 24 East, Lake County, Florida, and accepting and dedicating to the use of the public any easements or public places shown thereon as being dedicated to the public; and providing an effective**

date. (Villages of West Lake Unit No. 80)

ADOPTED RESOLUTION 11,322

- 2. Resolution of the City Commission of the City of Leesburg, Florida, accepting and approving a plat for Villages of West Lake Unit No. 81, a subdivision of the City of Leesburg, Florida, being a portion of Section 16, Township 20 South, Range 24 East, Lake County, Florida, and accepting and dedicating to the use of the public any easements or public places shown thereon as being dedicated to the public; and providing an effective date. (Villages of West Lake Unit No. 81)**

ADOPTED RESOLUTION 11,323

- 3. Resolution of the City Commission of the City of Leesburg, Florida, accepting and approving a plat for Villages of West Lake Unit No. 82, a subdivision of the City of Leesburg, Florida, being a portion of Section 16, Township 20 South, Range 24 East, Lake County, Florida, and accepting and dedicating to the use of the public any easements or public places shown thereon as being dedicated to the public; and providing an effective date. (Villages of West Lake Unit No. 82)**

ADOPTED RESOLUTION 11,324

- 4. Resolution of the City Commission of the City of Leesburg, Florida, accepting and approving a plat for Villages of West Lake Unit No. 83, a subdivision of the City of Leesburg, Florida, being a portion of Section 16, Township 20 South, Range 24 East, Lake County, Florida, and accepting and dedicating to the use of the public any easements or public places shown thereon as being dedicated to the public; and providing an effective date. (Villages of West Lake Unit No. 83)**

ADOPTED RESOLUTION 11,325

- 5. Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute Public Transportation Grant Agreement, FM No. 438449-1-94-01, between the City of Leesburg and the State of Florida Department of Transportation, for Construction of Phase I, Aircraft Hangar Buildings and Associated Taxilanes Project, at the Leesburg International Airport; and providing an effective date.**

ADOPTED RESOLUTION 11,326

6. **Resolution of the City Commission of the City of Leesburg, Florida authorizing the emergency gas line installation by SabCon Underground, LLC. in the amount of \$59,732.00 for a gas service line to provide service for a new customer (Opal Fuels); and providing an effective date.**

ADOPTED RESOLUTION 11,327

7. **Resolution of the City Commission of the City of Leesburg, Florida granting authorization for staff to submit three (3) CDBG Applications to Lake County for FY 23/24 Funding; and providing an effective date.**

ADOPTED RESOLUTION 11,328

8. **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 Stanley Martin Homes, LLC., for the purpose of setting forth the terms under which the city will provide natural gas service to the development known as Robuck Ostrander Phase I; and providing an effective date.**

ADOPTED RESOLUTION 11,329

9. **Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute an Interlocal Agreement between the City of Leesburg and the Village Center Community Development District; and providing an effective date.**

ADOPTED RESOLUTION 11,330

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

Mayor Burry read the quasi-judicial process for the record and asked the city attorney to swear everyone in. **CA Watson** asked everyone present who wished to speak on the Treasures Trove or Sundance matters to please stand and raise their right hand; he then swore in everyone standing.

A. SECOND READING OF ORDINANCES

1. **An Ordinance of the City of Leesburg, Florida, annexing certain real**

property consisting of approximately 55 +/- acres; and being generally located west of County Road 44 and south of East Treasure Island Avenue, lying in Section 01, Township 19 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 5; and providing an effective date. (Treasures Trove Ax)

ADOPTED ORDINANCE 23-03

Commissioner Reisman introduced the ordinances, 6.A.1, 6.A.2, and 6.A.3, to be read by title only. CC Purvis read the ordinances by title only.

Commissioner Reisman made a motion to adopt the ordinances, 6.A.1, 6.A.2, and 6.A.3, and Commissioner Pederson seconded the motion.

Mayor Burry requested comments from the Commission and the audience.

Planning and Zoning Director (PZD) Dan Miller stated this is the Treasures Trove annexation, large-scale comp plan, and plan unit development. The project consists of 55 plus or minus acres, and the future land use request is from Lake County Rural Transition to City of Leesburg Estate Residential, and the zoning request is from Lake County Agriculture to City of Leesburg Planned Unit Development. The development is west of County Road 44 and south of East Treasure Island Avenue. The request is for 110 units at a density of 1.98 units per acre. There are 50 by 120 lots for 6,000 square feet, and 60 by 120 lots for 7,200 square feet. Within the PUD zoning there is 35 percent open space, the only use permitted is single-family and there are design and architectural standards for all homes. Dark sky lighting requirements, which as you know, is the shielding and directing of light inward, gutters on all four sides for houses with lots smaller than 60 feet wide. There are landscape buffers around the property, trees are required in each yard, and the wetlands are protected. Irrigation controls require the use of Bermuda, Bahia, or Zoysia grass, which is Florida-friendly landscaping, and there are 0.71 acres of recreation area. Quick history, in July '22, the Planning Commission looked at this project and recommended disapproval due to density, access wetlands, and traffic concerns. It came to the City Commission for its first reading in August of 2022. Then sent to FDEO (Florida Department of Economic Opportunity) for comments; none were returned. The first second reading was on November 14, and the Commission requested that the developer revise the plan and come back with the density lowered, wetlands not be disturbed and Treasure Island Road be used for emergency access only. The second second reading came on February 27 and the city commission requested that, because the plan had been substantially changed from what the planning commission had originally seen in August, that it be sent back to the planning commission. The planning commission, at its April meeting, again denied the request by a vote of five to two, so we are now here for the third second reading.

Major changes were made to the projects, basically reduced from 155 units to 110, some of the entrance and roads and the density has been changed. He stated that Mr. Jerome Hennen and a representative from Lowndes Cantor Law Firm are present tonight.

Commissioner Connell asked what the planning commission's concern was for turning this down again. **PZD Miller** replied the same things: wetlands, traffic, and public opposition.

Petitioner, Logan Opsall, Lowndes Law Firm, stated he brought a powerpoint, but will save some of that for the rebuttal. He thanked PZD Miller for the timeline. This project has been around for some time. We have the developer, and the project engineer, so we can answer any specific questions the commission has. He gave a quick high level overview of a couple of slides. Again, this is 110 units, variable size lots that are being proposed-down from upwards of 150. The developer has worked with the city and the concerns of the residents to create a site plan presented to you as an intended use of the property that meets those concerns. We have heard about the wetlands, the traffic, our staff has presented that there is an ample level of capacity on these roads and that we would not be impacting the level of service of these roads. We have provided a traffic study and the traffic engineer is here today to provide those same conclusions upon working with the city and the feedback from the residents. We are not proposing impacts to any of the wetlands, he knows the environment has been brought up as a concern.

He believes there was even a topic of installing septic tanks, but again that does not seem to correlate when we are proposing not to impact the wetlands. The site plan went through a couple of iterations, these again to meet the comments provided by the city and the staff and to also satisfy some of the feedback we received from the residents. A few highlights; moving the access road down south on County Road 44, providing for additional open space, about 50 percent open space, no impact to wetlands, and again reducing lots at the city's request down to 110 from our second submittal. We have been working with the city and trying to work and collaborate with the residents. We appreciate their time and them being here today.

Mayor Burry inquired as to the entrance on 44, much further to the south. **Mr. Opsall** replied, yes sir, that is per the county's comment. Thank you.

Larry Mott, 8700 East Treasure Island Avenue, stated he has lived in Lake County a good long time.

Was told that this project is good. He has been wondering why PnZ turned it down twice and it is still here. He might have found the answer earlier in a presentation that said we are 1.2 million dollars in debt. Understands why we need the other taxation. As to moving the entrance down south, he suggested that it was their suggestion, not the county's. He pointed out that he has built a lot of homes, a lot of subdivisions in Lake County and he loves Lake County. He is not against this subdivision, he is just against the density. Fifty-five plus or minus acres with wetlands, I know you are going to say it is doable, but the density is only like maybe 26 acres.

Ray Hayden, 35121 Dennis Road, provided a handout presentation. He first stated, on the site plan shown, under #1, there is a note telling those neighbors across the street that they are going to have to give up their property if any widening on that road happens. That is illegal and unconstitutional. He stated that the contour map illustrates why neighbors have valid concerns about an increase in flooding, once trees at the corner of East Treasure Island Avenue and County Road 44 are removed only to be replaced by impervious concrete surfaces, such as building slabs, driveways, roadways, and sidewalks. The highest point of Treasure Trail is at the northeast corner, at 80 feet, and as you move further west and south, you note that the elevation rapidly drops down to 65 feet and finally just south of Treasure Island Road, where there is migration water, to this day drops down to 60 feet. While these drops in elevation are significant and will definitely direct runoff properties to the south and west, what is more concerning is that there is nothing that could be done to stop controlling runoff once it enters the bay head. The surrounding properties will be impacted by devastating flooding. Treasure Island Road, one of only two access points to charge your trove and Treasure Island communities could also be rendered impassable, creating a safety concern in the event that emergency services are needed in the area or an evacuation is necessary. In addition to stormwater runoff, there is concern that building on top of the underground river, which acts as a conduit transferring water between Lake Eustis and Lake Griffin, will displace underground water sending it into the neighboring properties, thereby significantly increasing the flooding risk due to the surrounding community. Neighbors also have serious concerns about the impact of adding more traffic on that already deadly County Road 44 corridor. Other developments, along with

this proposed development, will double the population of the neighboring Treasure Cove and Treasure Island communities. We are asking that you protect this unique rural community by denying the application, as has been done twice by the Planning and Zoning Board of Leesburg. Thank you.

Alan Chen, 8010 Treasure Island Road, wanted to focus on housing density, Larry touched on runoff and capture, and the engineers, the "so-called experts", compared this property to others and did not rubber stamp the approval. On housing density, at the PnZ, Hennen's attorney repeatedly mentioned that the density was a low two dwellings per acre. At the same meeting, we indicated that that definition was incorrect because, as mentioned on the top right image, half of that land is unusable. He knows the definition states the entire property, but essentially, it is not usable, so really the density increases to about four dwellings per acre and then, if you look at these tiny one-seventh acre plots, the density locally is really seven dwellings per acre. They also show sketches of houses with land and trees to make them look beautiful, but these are going to be next to each other. You cannot even put a tree in between the houses, I am sure; that is misleading. PnZ board members picked up on this redefinition, and actually brought it up during their final deliberation prior to their vote to deny it. Question is, do we really want to approve a housing plan that appears to contain high-density cookie cutter housing given the tiny one-seventh acre plots and small 50 to 60 foot width. Currently, this property is full of pine trees and the runoff would be about 10 percent, but once you develop it increases to about 40 percent and the roadways are 90 percent impermeable. Hennen's lawyer, at the PnZ, also indicated there would not be any runoff due to the way the property and the roads would be constructed, per their engineering experts. Given a significant drop of 20 feet, which Ray mentioned, how can we guarantee no runoffs and total capture into the two small retention ponds listed? Do we really want the runoff with pesticides, poisons, fertilizers, weed killers, oils, and gases to run off into and compromise the wetlands? Despite all the promises, it is the developer's greed that drives this project. To make as much money as possible, they talk about the concessions they have made, but that is primarily due to the fact that they cannot use the wetlands in the first place. This is not your typical property and, as a senior director of engineering with two advanced degrees, I know engineers make mistakes; in fact, that is how we learn and adjust. This property is in a bad location, with terrible traffic patterns, especially during school rush hour. We presented an alternative plan, which was rejected by the developer as we have dealt with many PUDs. Please consider all of this, follow the wise recommendation of your planning zoning board and vote to deny. Thank you.

Michael Chen was sworn in by CA Watson before speaking. Mr. Chen, 8010 Treasure Island Road, introduced to the commission a map which he calls Treasure Trove Island in a sea of Lake County. The Treasure property is surrounded almost entirely by Lake County properties and roads. It's only connection to the city is technically through a tenuous bit across the county road to another city property that is also located within the county region. Many of the Treasure Trove's neighbors all reside or live on county land. The wetlands seem to be extremely delicate to the human touch and neighbors not impacted in this way are also being offered up as alternative sacrifices to surrender some of their land to make the road north of Treasure Trove wider on East Treasure Island Road. Much has been said about County Road 44 and how densely populated regions along the road will continue to severely increase the driving dangers. Anyone who has driven on it, whether dry or flooded, knows the fear of whether or not other drivers will act impatiently and illegally when dealing with thicker traffic. His point is that Treasures Trove does not exist in a vacuum. It is not surrounded by the City of Leesburg, it is for all intents and purposes, surrounded by county roads, county lands, county homes, county citizens, and adjacent to the Emerald Marsh Conservation Area. Any vote you make will impact us both directly and indirectly. To not take this into consideration and only vote with a city in mind would be short-sighted and at best possibly, morally reprehensible, at worst. Planning and Zoning twice voted against the annexation and development of Treasures Trove. I ask that you consider this two for two denials, from Planning and Zoning with due diligence as they certainly considered our rural lives and impacts on our community

very carefully. Thank you very much.

Gary Custer, 8909 East Treasure Island Avenue, stated the first page of his handout is a Leesburg city ordinance and he does not think that this development or any other development along 44 where you have all these white spots, on the second page, jumping from one place to another that is called LeapFrog development. Add all these cars on East Treasure Island and on the north end you have the development entrance and then, just south, in less than three quarters of a mile, you have three major intersections.

There are three crosses now. How many more do you want to put up there? The turn lanes go from power pole to power pole once you get in there and if you look real close at the drawings, it is a dangerous road. There is nothing being done with the road. We went to the county and the county says it is on the five-year plan. We have complained enough over and over. You say it is a county problem, so we go to the county, and they say we will get to it. For all the complaining about The Villages, when they come in, the first thing they do is build the roads; they deal with the county, the city, the state, or whoever. At least they start with the infrastructure. You guys do it backwards. Thank you.

Lisa Hayden, 35121 Dennis Road, thanked the Commission for patiently listening to the neighbors; you have heard us before and are doing so again. She believes you fully understand our position and we are asking you to deny the Treasures Trove application. Our request is based upon a preponderance of safety concerns for the community and most importantly is the developers' proposal of another entrance onto the already dangerous County Road 44 at 55 mph corridor. Leesburg's planning board has twice recommended denial of this proposal based, in part, on traffic concerns along County Road 44. Jeff Earhart, Lake County engineering manager, suggested relocating the Treasures Trove entrance to the safer option of East Treasure Island Avenue and giving the community the opportunity to obtain a traffic signal. He suggested that if we could get the traffic all coming out of that upper right-hand corner, that he could petition, get a traffic warrant study done, and that is what we would like. The developer has flat out refused to entertain this option and we have asked, almost begged, but the developer has even gone so far as to use the scare tactics that a couple of other people mentioned that the neighbors who reside on the north side of East Treasure Island Avenue would have to give up land; that is absolutely not true. That statement has been emphatically disputed as false by both Jeff Earhart and Seth Lynch, project manager.

At the last meeting regarding the East Treasure Island Avenue entrance, we stated we would support this plan with all our other reservations, and we have many, if they would rework that intersection to be 90 degrees. We were told that accommodation by the developer is not possible. The only time the developer has worked with the community is when Leesburg's commission compelled him to do so. We are asking you to act to protect our community by denying this application, thereby forcing the developer to work with the neighbors to make the safer East Treasure Island Avenue entrance a reality. The neighbors of Treasure Cove and Treasure Island communities are grateful for your interest and support in protecting our community. Thank you.

Mayor Burry asked if there was any rebuttal from the staff. **PZD Miller** replied no.

Mayor Burry then asked if the petitioner had any rebuttal. **Logan Opsall**, stated he would be brief. First is the right-of-way to the north. That was just a note received in some comments. We are dedicating close to three acres of land for right away and the only way in which that land that the residents are talking about, which is about 30 feet, would be taken or otherwise given up, is if they volunteer it to the county or if the county comes, by eminent domain to acquire, and the county has not indicated that would be the case. We will have our traffic engineer make a couple of comments about a few of the other things that were discussed. The runoff was discussed as well. We have to go from the state to the district to get permits and we will have the project engineer speak to that as well. I did want to talk about density because that was discussed. We are requesting the lowest possible density, 1.98 units per acre, and even when you exclude the wetlands, that density comes out to about 2.82 units an acre, so this is not

a dense project. The developer has worked with the city to reduce that density, again by almost 40 units across the project. He wants to make sure we get the answers to these questions and comments from our experts. He did want to be clear, as well, that they have worked with the county on this entrance. The Planning Commission, for various reasons, offered denial, but we have the opportunity with this commission to provide you with your own staff's support of this project and recommendation for approval based on their own expertise. Their experts are here to answer these questions in response to these two high-level issues that the residents have discussed; the runoff and traffic.

Muhammad Abdullah, Traffic and Mobility Consultants, McGuire Boulevard, Orlando, stated his firm prepared the traffic analysis for this development in accordance with the city's standards. They prepared a methodology study and it was reviewed by city staff, by the Lake Sumter MPO, Lake County, and all the agencies. It was approved and found to meet your standards and requirements. We looked at the capacity on County Road 44. You heard that the roadways are over taxed, certainly, the roadway is busy during rush hour. The capacity of that roadway is at a level service C, which you know by the world we work in if we are doing better than F we are doing great. Level service C, just so we can frame it for this roadway, that is the highest level of service achievable. It is operating at about half of its capacity. The access originally was on Treasure Island Road and through discussions with the neighbors and through requested changes, you now see there is emergency access there only. The access was moved to County Road 44 and will meet Lake County standards. We worked extensively with the county engineers; with Jeff Earhart, Seth Lynch, George Gadil, and Sharon Lewis. The standard design detail will have turn lanes and it will allow for traffic to move efficiently and safely in and out of the community as well as to move on County Road 44. In addition, we are also talking to the county, not related to this project, but in general about County Road 44 to reduce the speed limit and looking at some of the design standards. That is a separate effort the county is really looking at very closely. Regarding a signal at Treasure Island, a traffic signal requires warrants and warrants are federally mandated, and these are in accordance with the manual on uniform traffic control devices. That is what sets the need and engineering requirements for a traffic signal. This intersection currently experiences eight left turns and 21 right turns in the morning peak hour. In order for this signal to begin, towards the signal, it would need to have upwards of 55 left turns every hour for eight hours of the day. With this development, we would not even come close to that; maybe around 20 to 25 in the morning peak hour, one hour of the day, so it is highly unlikely. Jeff promised he would ask for a warrant study, but I can almost assure you that the one study would not meet the level of traffic threshold required to install a signal here.

Mayor Burry asked, you stated that for a traffic signal, that is federal, so the county cannot decide to put in a traffic signal or does it have to meet a certain standard. Does that also apply to roundabouts? **Mr. Abdullah** replied exactly. Roundabouts are a traffic control device, so it is not just signals. To be fair, a roundabout could be installed if it operates, but in this instance, there would not be enough traffic on the side road for the roundabout to operate properly. **Mayor Burry** stated when you said it needed 55 cars turning left, it would need to meet those same standards. **Mr. Abdullah** replied almost. When you approach FDOT to install a signal, that is when they say look at the roundabout, but they do not say look at the roundabout if you do not need a signal.

Gary Beverly, Civil Design Solutions, project manager for this project spoke a little bit about the runoff. In the pre-development state, the runoff, the side slopes at the top corner to the wetlands and nothing collects the runoff because it is in a pre-development state. You just have trees, vegetation, and so forth that just slopes off. In the post-development state of the project, all the lots would drain to the right and then the right way has a collection system of pipes inlets and so forth to collect the water. Then they based on the area it would actually go to the retention pond. The south is very small, so it is going to only collect a small basin and the rest of it would go to the larger retention pond. The water is collected, run over to the retention ponds from the piping and inlets and then from there is treated for all the pollutants and so forth that would come off of roads, oils, and that type of stuff and then it is discharged to the wetlands. Nothing can be discharged in the pre-development state. This is all based on the state's

guidelines that we have to work with, the St. John's River Water Management District.

Mayor Burry said we are used to seeing retention ponds just about everywhere you go and normally they are dry, no water in them to speak of. Is it your contention in this, that these ponds will always be full and, therefore, there is some discharge from those ponds that is always going to the wetlands? **Mr. Beverly** answered that usually there are two types of retention ponds; a wet pond that looks like a lake and then a dry pond. Our intention is to make this a dry pond and when doing so, we will have to raise the site with fill that will come from the developed site. The district will not allow us to impact folks downstream.

Commissioner Pederson stated he met with the owners at the site, talked to them on the phone and they continue to express concern that there is flooding right now to the west of this development. He has continued to represent to them that with this project being self-contained, it should reduce flooding. Is that a fair statement? **Mr. Beverly** replied, yes, that during rainstorms, they have to collect that water. That first flush of rainfall goes to these retention ponds and we have to design the ponds for the 25-year 24-hour storm event, which is 8.6 inches.

Larry Opsall thanked everyone that came out tonight and this commission. Our goal was to provide substantial informational evidence on the record so that we can have these concerns addressed and reach a comfort level on these topics that were discussed. Their request tonight is that we agree with the city's staff's recommendation for approval and he is happy to answer any follow-up questions. Thank you for your time.

Mayor Burry asked for commission deliberations.

Commissioner Pederson stated we have been talking about this project for a long time, it has been before the commission numerous times and he has met with the adjoining property owners at least once, maybe twice. He had numerous phone conversations, and if he lived out there he would not want this development in his backyard, but it does meet the requirements. He thinks the developers tried to meet the demands of the folks around it, think it is compromised, do not think they got everything. The entrance roads on 44 have been moved many times. I am sorry if the residents are not completely happy. I think this one has played out probably better than it does in a lot of developments and even though the residents did not get everything, I think the developer has tried to accommodate them. He has spoken about the runoff over and over and, for some reason, that is not being heard. On the roads, like on all developments, I tell people we do not control red lights, we do not control roads being widened. I travel this road all the time, would like to see it widened, and at least we heard it may be widened in the next five years. Right or wrong, there will be lights coming on this road at some point, because there are other developments up and down this road.

Mayor Burry said we have heard from the folks out there, and have tried our best to listen to all the sides. We just recently had a meeting with the county where we were specifically addressing Treasure Island Road and 44 and boulevard styles. We received a letter from Jeff Earhart and basically what we were asking him is which one is better. Basically, the response was either one is good with the county; that is in the letter, paraphrasing, but pretty much that. The county did not take a specific position to say whether the exit needs to come up Treasure Trove or it needs to go further south; they said either entrance exit would work. With that information, it is very difficult for us to push for one or the other. The developer originally had the exit going on Treasure Trove, it changed, and if you watch the film, because of you guys, that is what happened; it is all on record. It is not in our control when the county says either entrance will work.

The roll call vote was:

Commissioner Reisman	Yes
Commissioner Pederson	Yes

Commissioner Berry	Yes
Commissioner Connell	No
Mayor Burry	Yes

Four yeas, one nay, the Commission adopted the ordinance.

CA Watson mentioned that we voted on 6.A.1, but we still have two other items to vote on.

Mayor Burry addressed the discussion in the audience and stated this requires five Commissioners to vote in the form of a majority, so it only requires three.

- 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 55 +/- acres from Lake County Rural Transition to City of Leesburg Estate Residential, for a property generally located west of County Road 44 and south of East Treasure Island Avenue, lying in Section 01, Township 19 South, Range 25 East, Lake County, Florida; and providing an effective date. (Treasures Trove)**

ADOPTED ORDINANCE 23-04

The roll call vote was:

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

Four yeas, one nay, the Commission adopted the ordinance.

- 3. An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 55 +/- acres from Lake County A (Agriculture) to City of Leesburg PUD (Planned Unit Development) to allow a single-family residential subdivision for a property generally located west of County Road 44 and south of East Treasure Island Avenue, lying in Section 01, Township 19 South, Range 25 East, Lake County, Florida; and providing an effective date. (Treasures Trove)**

ADOPTED ORDINANCE 23-05

The roll call vote was:

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

Four yeas, one nay, the Commission adopted the ordinance.

4. **An Ordinance of the City of Leesburg, Florida, annexing certain real property consisting of approximately 33.45 acres; and being generally located east of County Road 48 and west of Haywood Worm Farm Road, lying in Sections 14 and 15, Township 20 South, Range 24 East, Lake County, Florida; providing that said property so annexed shall be liable for its proportionate share of the existing and future indebtedness of said city; providing that such annexed property shall be subject to all laws and ordinances of said city as if all such territory had been a part of the City of Leesburg at the time of passage and approval of said laws and ordinances; providing that such annexed territory shall be placed in City Commission District 3; and providing an effective date. (Sundance AX)**

ADOPTED ORDINANCE 23-31

Commissioner Resiman introduced the ordinances, 6.A.4, 6.A.5, and 6.A.6, to be read by title only. CC Purvis read the ordinances by title only.

Commissioner Reisman made a motion to adopt the ordinances, 6.A.4, 6.A.5, and 6.A.6, and Commissioner Pederson seconded the motion.

Mayor Burry requested comments from the Commission and the audience.

PZD Miller stated this is a mixed-use development to include commercial and industrial uses on 33 acres on County Road 48. Generally located about 1,200 feet, give or take, west of the intersection County Road 48 and U.S 27. The request is to go from Lake County regional office to City of Leesburg Industrial and a zoning request to go from Lake County A (agriculture) to City of Leesburg PUD (planned unit development). Again, 33 acres, approximately 6.5 acres of office warehouse slash industrial use is on the northern part of the property and then 25 acres below that of industrial uses. Six office warehouse samples are shown in the packet under conceptual sample exhibit D. If this property looks familiar it is because you have seen this one before too, it originally came in as a proposal for single-family residential and the commission turned that down. It then came back for residential and self storage and the developer, at that time, withdrew that one. This one differs in that it divides the property into two areas for phasing purposes, essentially the same on each, just divided for phasing. He did receive and missed it in the emails, but we made some changes to the site plan to match up the wording on the PUD with the wording that should be here. He provided a handout of that site plan with the correct wording. Also, in the packet was another sheet of what the buildings could look like. Basically, 142,000 give or take on commercial office, flex space, office warehouse, mini warehouse, and professional trades. We do need space for the trades and contractors that we do not have enough. Nothing that would allow smoke particulates or excessive noise, and we anticipate some outdoor storage. Standard PUD conditions are in effect for landscape and architectural standards and landscape buffers. Staff did incorporate Lake County's comments regarding access and roadway improvements. Both Mr. Dwight Sadoff and Mr. Chris Germana, the engineer, are present if there are any questions.

Dwight Sadoff, 5535 Osprey Isle Lane, Orlando, stated he really did not have a presentation, just wanted the commission to know they were present. So there is no confusion, on the site plan Dan submitted, basically when we sat down with him prior to the initial reading, we worked out all the language on the uses, the setbacks, and the buffers. He then discovered afterwards, that their plan notes had not been updated, so they just updated the plan to be completely consistent with your main zoning ordinance. Nothing changed.

Commissioner Pederson complimented Mr. Sadoff on his patience, based on how many times we have turned these different proposals down on this property, and appreciates their commitment to doing work in Leesburg. **Mr. Sadoff** thanked him.

The roll call vote was:

Commissioner Connell	Yes
Commissioner Reisman	Yes
Commissioner Pedeson	Yes
Commissioner Berry	Yes
Mayor Burry	Yes

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

5. **An Ordinance amending the Comprehensive Plan of the City of Leesburg, changing the future land use designation of certain property containing 33.45 +/- acres from Lake County Regional Office to City of Leesburg Industrial, for a mixed use development on a property generally located south of County Road 48 and west of Haywood Worm Farm Road, as legally described in Section 15, Township 20 South, Range 24 East, Lake County, Florida; and providing an effective date. (Sundance SSCP).**

ADOPTED ORDINANCE 23-32

The roll call vote was:

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

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

6. **An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 33.45 acres from Lake County A (Agriculture) to City of Leesburg PUD (Planned Unit Development), to allow for a mixed use development, for a property generally located south of County Road 48 and west of Haywood Worm Farm Road, as legally described in Section 15, Township 20 South, Range 24 East, Lake County, Florida; and providing an effective date. (Sundance PUD)**

ADOPTED ORDINANCE 23-33

The roll call vote was:

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

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

B. FIRST READING OF ORDINANCES

- 1. An Ordinance of the City of Leesburg, Florida, annexing certain real property consisting of approximately 0.97 +/- acres; and being generally located south of Griffin Road and east of Snowberger Avenue, lying in Section 21, 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 1; and providing an effective date. (Polk Gorman Properties AX)**

Commissioner Reisman introduced the ordinances, 6.B.1, 6.B.2, and 6.B.3, 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 is 0.97 acres for annexation, small scale comp plan, and rezoning just south of Griffin Road and East of Snowberger Avenue. It is just an expansion of an existing plumbing business in the area that will allow more opportunities for and a better list of permitted uses than what is currently permitted. Going from Lake County Urban High density to City of Leesburg Industrial and Lake County RP (residential professional) to City M1 industrial).

Mayor Burry stated these items will lay over until June 26th for second reading.

- 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 0.97 +/- acres from Lake County Urban High Density to City of Leesburg Industrial, for a property generally located south of Griffin Road and east of Snowberger Avenue, lying in Section 21, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date. (Polk Gorman Properties SSCP)**
- 3. An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 0.97 +/- acres from Lake County RP (Residential Professional) to City of Leesburg M-1 (Industrial) to allow for business expansion in Industrial for a property generally located south of Griffin Road and east of Snowberger Avenue, lying in Section 21, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date. (Polk Gorman Properties RZ)**

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. Financial Reports as of March 2023

No comments given.

8. CITY ATTORNEY ITEMS:

CA Watson had nothing further.

9. CITY MANAGER ITEMS:

CM Minner had no further comment.

10. ROLL CALL:

Commissioner Pederson had nothing.

Commissioner Berry had no comment.

Commissioner Connell had nothing further.

Commissioner Reisman had no comment.

Mayor Burry offered condolences to Commissioner Pederson on the passing of his mother.

Commissioner Pederson thanked him.

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.

Commissioner Reisman made a motion to adjourn and Commissioner Pederson seconded the motion.

The meeting adjourned at 6:55 p.m.

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.B.1.

Meeting Date: June 12, 2023

From: Aaliyah Davis, (Purchasing Manager), Brad Chase, (Electric Director)

Subject: Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Construction Services Fixed Unit Price Agreement with The Fishel Company for underground utility construction services; and providing an effective date.

Staff Recommendation:

Staff recommends award of Invitation for Bid (IFB) 230801 to The Fishel Company and approval of the Resolution authorizing execution of an Agreement for Utility Construction Services with The Fishel Company.

Analysis:

The purpose of this IFB is to contract with a qualified contractor to provide installation, maintenance, repair and removal of high voltage underground utility services and distribution electric lines. The Electric Department will identify areas throughout the City for the underground utility construction services. The most efficient method of having this work completed is to establish a fixed unit price agreement with a contractor to complete work when ordered, on an as-needed basis, based on the estimated quantities quoted within the IFB.

Procurement Analysis:

On March 10, 2023, the Procurement Division published Solicitation 230801 for Underground Utility Construction Service. On April 11, 2023, two (2) bid responses were received. Responses were reviewed and staff has deemed The Fishel Company as the Supplier submitting the lowest responsive bid based on the estimated quantities provided by the department.

SUMMARY OF BIDS

Contractor Bid Amount (Per Estimated Quantities)

The Fishel Company	\$3,191,741.59
F & H Contractors	\$3,982,948.79

Options:

1. Approve award of IFB 230801 and approval of the resolution authorizing execution of the agreement with The Fishel Company; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

The current Electric Operating and Capital budget includes funds for these services.

Account No. 041-10xx-531-xxxx

Project No. VARIOUS

WF No. VARIOUS

Requisition 55296

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A
CONSTRUCTION SERVICES FIXED UNIT PRICE AGREEMENT WITH THE
FISHEL COMPANY FOR UNDERGROUND UTILITY CONSTRUCTION
SERVICES; AND PROVIDING AN EFFECTIVE DATE.**

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

THAT the Mayor and City Clerk are hereby authorized to execute an agreement with The Fishel Company, whose address is 19543 Democracy Street, Groveland, Florida 34736, for Underground Utility Construction Services (230801).

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 12th day of June 2023.

Mayor

ATTEST:

City Clerk

CONSTRUCTION SERVICES FIXED UNIT PRICE AGREEMENT

THIS AGREEMENT is made as of the 12th day of June 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 **THE FISHEL COMPANY** whose address is 19543 Democracy Street, Groveland, Florida 34736 (hereinafter referred to as the “CONTRACTOR”).

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

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

- a. This Agreement; and
- b. Invitation for Bid (IFB) 230801 – Underground Utility Construction Services; and
- c. Schedule of Unit Contract Items included as Attachment ‘A’; and
- d. Supplemental Conditions – Construction as Attachment ‘B’; and
- e. Federal Contract Provisions as Attachment ‘C’

2. **Scope of Services.** The CONTRACTOR shall furnish the following services generally described as the “**UNDERGROUND UTILITY CONSTRUCTION SERVICES**” on a continuing basis to the CITY as listed in Invitation for Bid 230801. The unit costs of the services shall not exceed those stated in **Attachment ‘A’** except where the cost adjustment clause has been exercised. Nothing herein shall limit the CITY’s right to obtain these services from other contractors for the 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 Electrical Underground Utility Construction Services that may not specifically appear in the list of contracted unit prices. 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 holds an Electrical Contractor and an Underground Utility and Excavation license issued by the State of Florida. The CONTRACTOR must maintain all required licenses required by regulatory agencies to perform the services for the duration of 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 May 22, 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.

9. **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. 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, delivery by email is acceptable. In the event of termination for convenience, all finished or unfinished deliverable items prepared by the CONTRACTOR under this Agreement shall, at the option of the CITY, become the CITY's property. If the Agreement is terminated for convenience by the CITY as provided herein, the CONTRACTOR shall be paid for services satisfactorily completed, less payment or compensation previously made. The CONTRACTOR shall not incur any additional expenses after receiving the written 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.

Upon receipt of a termination action, for convenience or cause, the CONTRACTOR shall promptly discontinue all affected work (unless the notice directs otherwise) and deliver or otherwise make available to the City all data, drawings, reports specifications, summaries and other such information, as may have been accumulated by the CONTRACTOR in performing this contract, whether completed or in process.

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 subcontractor's 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 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 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. **No Waiver of Sovereign Immunity.** Nothing herein is intended to waive sovereign immunity by the City to which sovereign immunity may be applicable, or of any rights or limits of liability existing under Florida Statute § 768.28. This term shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until any proceeding brought under this Agreement is barred by any applicable statute of limitations.

17. **Severability of Illegal Provisions.** Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under the applicable law. Should any portion of this Agreement be declared invalid for any reason, such declaration shall have no effect upon the remaining portions of this Agreement.

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

19. **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.

20. **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.

21. **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.

22. **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.

23. **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.

24. 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.

25. 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.

26. 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.

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

28. Notices. All notices, certifications or communications required by this Agreement shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or

certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by e-mail.

If to CONTRACTOR: The Fishel Company
Tracy Pate
19543 Democracy Street
Groveland, Florida 34736
352-429-4007
TMPate@teamfishel.com

If to City of Leesburg: Aaliyah Davis, MBA, FCCM, NIGP-CPP
Purchasing Manager
501 West Meadow Street
Leesburg, Florida 34748
352-728-9880
Aaliyah.Davis@leesburgflorida.gov

29. **Governing Law.** This Agreement is and shall be deemed to be a contract entered and made pursuant to the laws of the State of Florida and shall in all respects be governed, construed, applied and enforced in accordance with the laws of the State of Florida.

30. **Jurisdiction and Venue.** The parties acknowledge that a majority of the negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Lake County, Florida. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought only in the courts of record of the State of Florida in Lake County or the United States District Court, Middle District of Florida, Ocala Division. Each party consents to the exclusive jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court or the right to bring an action or proceeding in any other court. Service of any court paper may be affected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules of procedures or local rules.

31. **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.

32. **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.

33. **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.

34. 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 except to the extent caused by the acts or omissions of the CITY or those under its control. 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.

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

36. 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.

37. **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.

38. **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.

THE FISHEL COMPANY

By: _____

Printed: _____

Its: _____
(Title)

CITY OF LEESBURG, FLORIDA

James A. Burry Jr., Mayor

ATTEST:

J. Andi Purvis, City Clerk

Approved as to form:

William Watson, City Attorney

ATTACHMENT 'A'

Underground Utility Construction Services (IFB 230801)						
Bid Item No.	ECC Code	Item / Task Description	Unit of Measure	Estimated Annual Quantity	Quoted Unit Cost	Estimated Annual Cost
INSTALLATION OF UNDERGROUND ELECTRTIC SERVICE (See Exhibit A)						
1	ECC126	Direct Buried – 200Amp Residential - Wire left outside of transformer or hand hole box with ends tapped, connected at meter can.	Each	20	\$ 417.44	\$ 8,348.80
2	ECC127	Direct Buried – 200Amp Residntial - Wire turned up inside of transformer or hand hole box with ends tapped, connected at meter can. Transformer and/or hand hole box are de-energized.	Each	10	\$ 417.44	\$ 4,174.40
3	ECC128	Direct Buried – 200Amp Residential - Wire turned up inside of transformer or hand hole box with ends tapped, connected at meter can. Transformer and/or hand hole boxes contain energized equipment.	Each	75	\$ 417.44	\$ 31,308.00
4	ECC129	Conduit – 200Amp Residential - Wire in conduit turned up inside of transformer or hand hole box with ends tapped, connected at meter can. Transformer and/or hand hole boxes are de-energized.	Each	10	\$ 417.44	\$ 4,174.40
5	ECC130	Conduit – 200Amp Residential - Wire in conduit turned up inside of transformer or hand hole box with ends tapped, connected at meter can. Transformer and/or hand hole boxes contain energized equipment.	Each	125	\$ 417.44	\$ 52,180.00
6	ECC131	Direct Buried – 320/400Amp Residential - Wire left outside of transformer or hand hole box with ends tapped, connected at meter can.	Each	5	\$ 417.44	\$ 2,087.20
7	ECC132	Direct Buried – 320/400Amp Residential - Wire turned up inside of transformer or hand hole box with ends tapped, connected at meter can. Transformer and/or hand hole boxes are de-energized.	Each	5	\$ 417.44	\$ 2,087.20
8	ECC133	Direct Buried – 320/400Amp Residential - Wire turned up inside of transformer or hand hole box with ends tapped, connected at meter can. Transformer and/or hand hole boxes contain energized equipment.	Each	10	\$ 417.44	\$ 4,174.40
9	ECC134	Conduit - 320/400Amp Residential - Wire in conduit turned up inside of transformer or hand hole box with ends tapped, connected at meter can. Transformer and/or hand hole boxes are de-energized.	Each	2	\$ 417.44	\$ 834.88
10	ECC135	Conduit - 320/400Amp Residential - Wire in conduit turned up inside of transformer or hand hole box with ends tapped, connected at meter can. Transformer and/or hand hole boxes contain energized equipment.	Each	50	\$ 417.44	\$ 20,872.00
COST PLUS ITEMS						
11	ECC003	Equipment Rental 3rd Party	Cost Plus %	N/A	15%	
12	ECC004	Materials	Cost Plus %	N/A	15%	
HAND TRENCH AND BACKFILL						
13	ECC005	Hand Trench 30"	Linear Foot	5,000	\$ 14.16	\$ 70,800.00
14	ECC006	Hand Trench 36"	Linear Foot	1,000	\$ 15.93	\$ 15,930.00
15	ECC007	Hand Trench 42"	Linear Foot	180	\$ 21.23	\$ 3,821.40
16	ECC008	Hand Trench 48"	Linear Foot	1,265	\$ 28.31	\$ 35,812.15
MACHINE TRENCH AND BACKFILL - 8-inch maximum width						
17	ECC009	Machine Trench 30"	Linear Foot	2,500	\$ 2.04	\$ 5,100.00
18	ECC010	Machine Trench 36"	Linear Foot	1,325	\$ 2.21	\$ 2,928.25
19	ECC011	Machine Trench 42"	Linear Foot	150	\$ 2.41	\$ 361.50
20	ECC012	Machine Trench 48"	Linear Foot	350	\$ 2.65	\$ 927.50
BACKHOE TRENCH AND BACKFILL - 24-inch maximum width						
21	ECC013	Backhoe Trench 30"	Linear Foot	5,000	\$ 5.41	\$ 27,050.00
22	ECC014	Backhoe Trench 36"	Linear Foot	40,000	\$ 5.76	\$ 230,400.00
23	ECC015	Backhoe Trench 42"	Linear Foot	1	\$ 6.15	\$ 6.15
24	ECC016	Backhoe Trench 48"	Linear Foot	2,200	\$ 6.60	\$ 14,520.00
25	ECC017	Each Additional 6"	Linear Foot	1	\$ 1.20	\$ 1.20
MISCELLANEOUS INSTALLATION						
26	ECC019	Install Cable in Open Trench	Linear Foot	1	\$ 0.58	\$ 0.58
27	ECC020	Install 500 mcm 15KV or Larger	Linear Foot	1	\$ 0.77	\$ 0.77
28	ECC114	Pit & Mole any size Includes Placement & Cleanup	Linear Foot	3,000	\$ 13.91	\$ 41,730.00
29	ECC031	Install Service riser 2"	Linear Foot	239	\$ 111.32	\$ 26,605.48
30	ECC032	Place Pvc in Trench 1" to 4"	Linear Foot	104,194	\$ 0.75	\$ 78,145.50
31	ECC033	Place Pvc in Trench 5" to 6"	Linear Foot	50	\$ 1.22	\$ 61.00
CABLE & CONDUCTOR INSTALLATION						

32	ECC036	Install Primary Cable 500 MCM and Above	Linear Foot	500	\$ 1.79	\$ 895.00
33	ECC037	Each Additional Cable 500 MCM and Above	Linear Foot	1,000	\$ 1.39	\$ 1,390.00
34	ECC038	Install Primary Cable 4/0 and Below	Linear Foot	107,762	\$ 1.18	\$ 127,159.16
35	ECC039	Each Additional Cable 4/0 and Below	Linear Foot	7,450	\$ 1.08	\$ 8,046.00
36	ECC040	Install 1 Secondary Conductor	Linear Foot	80	\$ 0.70	\$ 56.00
37	ECC041	Each Additional Secondary Conductor	Linear Foot	1	\$ 0.49	\$ 0.49
38	ECC117	Duplex, Install 1 - 300 or Smaller	Linear Foot	1,500	\$ 0.60	\$ 900.00
39	ECC118	Triplex, Install 1 - 300 or Smaller	Linear Foot	66,914	\$ 1.24	\$ 82,973.36
40	ECC119	Quad, Install 1 - 300 or Smaller	Linear Foot	981	\$ 1.84	\$ 1,805.04
41	ECC120	Duplex, Install 1 - 500	Linear Foot	1	\$ 0.71	\$ 0.71
42	ECC121	Triplex, Install 1 - 500	Linear Foot	21,383	\$ 1.36	\$ 29,080.88
43	ECC122	Quad, Install 1 - 500	Linear Foot	766	\$ 1.95	\$ 1,493.70
44	ECC055	1-Street Light Cable	Linear Foot	500	\$ 0.58	\$ 290.00
45	ECC056	Each Additional cable	Linear Foot	1	\$ 0.45	\$ 0.45
MISCELLANEOUS ITEMS (See Exhibit A)						
46	ECC057	Install Pull String in Existing Conduit	Linear Foot	200,000	\$ 0.28	\$ 56,000.00
47	ECC058	Paint Single Phase Transformer	Each	1	\$ 849.37	\$ 849.37
48	ECC059	Paint 3 Phase Pedestal	Each	1	\$ 1,274.05	\$ 1,274.05
49	ECC060	Paint 3 Phase Pad Transformer	Each	1	\$ 2,548.11	\$ 2,548.11
50	ECC061	Install Secondary Pedestal	Each	159	\$ 121.34	\$ 19,293.06
51	ECC062	Install Small Handhole Box	Each	10	\$ 127.41	\$ 1,274.10
52	ECC063	Install Large Handhole Box	Each	216	\$ 165.69	\$ 35,789.04
53	ECC064	Install Single Transformer Pad	Each	100	\$ 115.26	\$ 11,526.00
54	ECC065	Compact 5'x5' Area for Transformer Pad	Each	100	\$ 12.85	\$ 1,285.00
55	ECC066	Install Single Transformer on Pad	Each	116	\$ 221.12	\$ 25,649.92
56	ECC067	Set 3 Phase Pedestal	Each	32	\$ 441.85	\$ 14,139.20
57	ECC136	Set Single Phase Transformer Box	Each	20	\$ 132.55	\$ 2,651.00
58	ECC068	Set Single Phase Pedestal	Each	7	\$ 189.36	\$ 1,325.52
59	ECC137	Install Fiber Optic Cable in Existing Conduit	Linear Foot	1	\$ 0.99	\$ 0.99
WELL POINTS						
60	ECC075	Well Point Splice Pit - Minimum 2 Days	Each	1	\$ 8,417.28	\$ 8,417.28
61	ECC076	Well Point Splice Pit - 3-7 Days	Each	1	\$ 8,849.33	\$ 8,849.33
62	ECC077	Well point Splice Pit Over 7 Days	Each	1	\$ 3,039.94	\$ 3,039.94
63	ECC078	Well Point Ditch Up to 50' Minimum 2 Days	Each	1	\$ 8,849.33	\$ 8,849.33
64	ECC079	Charge for Each Additional 10' Section of Header - Minimum of 2 Days	Each / Day	1	\$ 173.93	\$ 173.93
65	ECC080	Well Points (Per Foot)	Linear Foot	1	\$ 38.13	\$ 38.13
ASPHALT / CONCRETE / SUBBASE / SOD (Includes materials as noted.)						
66	ECC081	Asphalt (Furnish Temp Base) Remove	Square Foot	1	\$ 6.25	\$ 6.25
67	ECC082	Asphalt (Furnish Temp Base) Repair/Replace (Includes Materials)	Square Foot	1,000	\$ 17.27	\$ 17,270.00
68	ECC083	4" Concrete Sidewalk, Roadway, or Gutter Remove	Square Foot	1	\$ 9.02	\$ 9.02
69	ECC084	4" Concrete Sidewalk, Roadway, or Gutter Repair/Replace (Includes Materials)	Square Foot	2500	\$ 27.58	\$ 68,950.00
70	ECC086	Roadway or Gutter, Repair/Replace	Square Foot	5,000	\$ 60.53	\$ 302,650.00
71	ECC087	Asphalt Subbase 2" Increments, Remove	Square Foot	2000	\$ 2.06	\$ 4,120.00
72	ECC088	Asphalt Subbase 2" Increments, Repair/Replace (Includes Materials)	Square Foot	1	\$ 3.81	\$ 3.81
73	ECC091	Sod Restoration (Does Not Include Cost of Sod)	Square Foot	5,000	\$ 1.60	\$ 8,000.00
74	ECC092	Seed and Mulch (Includes Materials)	Square Foot	5,000	\$ 0.88	\$ 4,400.00
DIRECTIONAL BORING						
75	ECC093	2" Single Duct, Flexible HDPE Conduit	Linear Foot	40,210	\$ 12.52	\$ 503,429.20
76	ECC094	Adder 2nd Duct, Same Setup	Linear Foot	5,000	\$ 4.17	\$ 20,850.00
77	ECC095	Adder 3rd Duct, Same Setup	Linear Foot	5,000	\$ 4.17	\$ 20,850.00
78	ECC096	2" Stream Crossing	Linear Foot		\$ 27.83	\$ -
79	ECC097	3" Single Duct, Flexible HDPE Conduit	Linear Foot	55,206	\$ 13.91	\$ 767,915.46
80	ECC098	3" Adder 2nd Duct, Same Set Up	Linear Foot	27,000	\$ 5.57	\$ 150,390.00

81	ECC099	3" Adder 3rd Duct, Same Set Up	Linear Foot	27,000	\$ 5.57	\$ 150,390.00
82	EC100	3" Stream Crossing	Linear Foot	1	\$ 30.61	\$ 30.61
83	ECC101	4" Single Duct, Flexible HDPE Conduit	Linear Foot	683	\$ 16.70	\$ 11,406.10
84	ECC102	4" Adder 2nd Duct, Same Set Up	Linear Foot	1	\$ 6.96	\$ 6.96
85	ECC103	4" Adder 3rd Duct, Same Set Up	Linear Foot	1	\$ 6.96	\$ 6.96
86	ECC104	4" Stream Crossing	Linear Foot	1	\$ 33.40	\$ 33.40
87	ECC105	6" Single Duct, Flexible HDPE Conduit	Linear Foot	300	\$ 31.31	\$ 9,393.00
88	ECC106	6" Adder 2nd Duct, Same Set Up	Linear Foot	300	\$ 12.52	\$ 3,756.00
89	ECC107	6" Adder 3rd Duct, Same Set Up	Linear Foot	1	\$ 12.52	\$ 12.52
90	ECC108	6" Stream Crossing	Linear Foot	1	\$ 38.96	\$ 38.96
91	ECC109	Bore, Pulling Conductor Only	Linear Foot	1	\$ 11.13	\$ 11.13
EQUIPMENT RATES - If vendor does not own equipment listed enter a cost of \$0.00.						
92		Pick Up Truck	Hour	8	\$ 19.60	\$ 156.80
93		Truck 3/4 Ton	Hour	8	\$ 29.14	\$ 233.12
94		Truck 1 Ton	Hour	8	\$ 29.14	\$ 233.12
95		Truck 2 Ton	Hour	8	\$ 29.14	\$ 233.12
96		Truck 5 Yard Dump	Hour	8	\$ 27.87	\$ 222.96
97		Truck 10 Yard Dump or Semi Tractor	Hour	8		\$ -
98		Truck 20 Yard Dump	Hour	8		\$ -
99		Truck, 2 Ton Hydraulic Lift With Cable	Hour	8		\$ -
100		Truck, Winch Small	Hour	8	\$ 41.68	\$ 333.44
101		Truck, 1 Ton and Cable Retreiver	Hour	8		\$ -
102		Truck, With Water Tank	Hour	8		\$ -
103		Truck, 8 Ton Boom	Hour	8		\$ -
104		Rodder Puller	Hour	8		\$ -
105		Trailer, Conduit or Pole	Hour	8	\$ 6.25	\$ 50.00
106		Trailer Equipment	Hour	8	\$ 10.60	\$ 84.80
107		Trailer, Cable	Hour	8	\$ 11.08	\$ 88.64
108		Truck, Semi and Low Boy Trailer	Hour	8		\$ -
109		Backhoe - Medium	Hour	8	\$ 30.23	\$ 241.84
110		Backhoe - Large	Hour	8	\$ 38.85	\$ 310.80
111		Extend a Hoe	Hour	8	\$ 38.85	\$ 310.80
112		Dozier, With or Without a Cable Plow	Hour	8		\$ -
113		Trencher, 2300 Ditch Witch / 3550A Vermeer / Or Simular	Hour	8		\$ -
114		Trencher, 470 Ditch Witch / 6510 Vermeer / Or Simular	Hour	8		\$ -
115		Front End Loader 1-1/2 Yard	Hour	8		\$ -
116		Front End Loader, 2 1/2 Yard	Hour	8		\$ -
117		Directional Boring Equipment Min 16" Back Ream	Hour	8	\$ 205.60	\$ 1,644.80
118		Earth Auger/Boring Machine 16" minimum	Hour	8		\$ -
119		Pump, Centrifigual 2"	Hour	8	\$ 3.00	\$ 24.00
120		Pump, Centrifigual 3"	Hour	8		\$ -
121		Pump, Centrifigual 4"	Hour	8		\$ -
122		Pump, Double Diaphragm 4"	Hour	8		\$ -
123		Pump, Diaphragm 3"	Hour	8	\$ 3.00	\$ 24.00
124		Pump, Diaphragm 4"	Hour	8		\$ -
125		Pump, 10" X 6" Vacuum	Hour	8		\$ -
126		Auger 4"	Hour	8		\$ -
127		Pow-R-Mole	Hour	8		\$ -
128		Air Compressor	Hour	8	\$ 14.13	\$ 113.04
129		Roller Compacter	Hour	8		\$ -
130		Asphalt Roller	Hour	8		\$ -
131		Roller and Trailer	Hour	8		\$ -
132		Concrete Saw	Hour	8	\$ 3.00	\$ 24.00

133		Compactor	Hour	8	\$ 6.81	\$ 54.48
134		Welder	Hour	8	\$ -	\$ -
135		Generator	Hour	8	\$ 14.13	\$ 113.04
136		Sod Cutter	Hour	8	\$ -	\$ -
137		Chain Saw	Hour	8	\$ 3.22	\$ 25.76
138		Mini Ram	Hour	8	\$ -	\$ -
139		Blower Hydraulic	Hour	8	\$ -	\$ -
140		Viber Plate	Hour	8	\$ 14.13	\$ 113.04
141		Barricades	Hour	8	\$ -	\$ -
142		Signs	Hour	8	\$ -	\$ -
143		Cones	Hour	8	\$ -	\$ -
144		Trench Box	Hour	8	\$ -	\$ -
145		Utility Tractor	Hour	8	\$ -	\$ -
146		Forklift	Hour	8	\$ -	\$ -
147		Street Sweeper	Hour	8	\$ -	\$ -
148		Concrete Mixer	Hour	8	\$ -	\$ -
149		1 1/2 Ton Truck and Chipper	Hour	8	\$ -	\$ -
150		Ground Penetrating Radar (GPR) at Request of Owner	Hour	8	\$ 208.72	\$ 1,669.76
ESTIMATED ANNUAL BID COST						\$ 3,191,741.59
LABOR RATES						
				Minimum Rate		Maximum Rate
151	EC01	Superintendent, Minimum	Hour	\$ 144.00		\$ 205.71
152	EC02	Crew Foreman, Minimum	Hour	\$ 104.05		\$ 148.64
153	EC03	Equipment Operator Minimum	Hour	\$ 60.00		\$ 85.71
154	EC04	Machine Operator, Minimum	Hour	\$ 60.00		\$ 85.71
155	EC05	Trencher Operator, Minimum	Hour	\$ 60.00		\$ 85.71
156	EC06	Laborer	Hour	\$ 49.00		\$ 70.00

Attachment 'B'
SUPPLEMENTAL CONDITIONS – CONSTRUCTION

1. DEFINITIONS

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

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

Supplemental Conditions (if any), other detailed technical specifications, exhibits and all addenda.

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

2. INSPECTION OF WORK

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

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

Re-examination of questioned work may be ordered by the Project Representative and, if so ordered, the work shall be uncovered by the CONTRACTOR. If such work is found in accordance with the contract documents, the CITY will pay the cost of re-examination and replacement. If such work is found not in accordance with the contract documents, the CONTRACTOR shall pay such cost.

3. TESTS

The Project Representative will have the right to require all materials to be submitted to test prior to incorporation in the work. In some instances, it may be expedient to make these tests at the source of supply and for this reason it is requested that the CONTRACTOR furnish the source

before incorporating material in the work. This does not in any way obligate the Project Representative to perform tests for acceptance of material and does not relieve the CONTRACTOR of his responsibility to furnish satisfactory material. The CONTRACTOR shall furnish two copies of manufacturer's certificate of compliance with these specifications covering manufactured items incorporated in the work.

All field tests for compaction of earthwork and of material incorporated in the sub grade and base will be performed by technicians of a materials testing laboratory approved by the CITY. All tests performed by the laboratory to ascertain that the material, as placed, meets the required specification will be at the expense of the CONTRACTOR and should be included in the bid items as such.

4. TOOLS, PLANT AND EQUIPMENT

If any time before the commencement or during the progress of the work, tools, plant or equipment appears to the Project Representative to be insufficient, inefficient or inappropriate to secure the quality of work required, or the proper rate of progress, the Project Representative will notify the CITY of such conditions. The Engineer will provide written notification to the CONTRACTOR of CITY's quality and/or schedule concerns. The CONTRACTOR will respond in writing within 5 business days of receiving the CITY's notice and will propose remedial actions to address the quality and/or schedule concerns.

5. COLLECTION AND DISPOSAL OF WASTE

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

6. BURNING OF DEBRIS

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

7. TEMPORARY TRAFFIC CONTROL (TTC)

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

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

8. PROTECTION AGAINST POLLUTION

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

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

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

9. TEMPORARY FENCING AND BARRICADES

The CONTRACTOR shall at his cost erect barricades sufficient to prevent injury to persons or damage to property, including the CONTRACTOR's personal property and materials. The CITY shall not be held responsible for the loss, theft, or vandalism of the CONTRACTOR's equipment or other personal property, including construction materials and supplies. Fences shall be constructed to prevent entry of unauthorized persons; cover trenches and holes when not in use; erect barriers at sharp changes in plane more than four (4) feet high. Should construction operations temporarily obstruct road passage, the CONTRACTOR shall at his cost provide suitable flagmen to control vehicular traffic on the road. Permits to use construction equipment on Florida Department of Transportation Right-of-Way shall be secured by the CONTRACTOR prior to actual beginning of work. The CONTRACTOR shall, at his cost, remove all temporary protection from the work site upon completion of the work.

10. WORKMANSHIP, MATERIALS, APPLIANCES, AND EMPLOYEES

All work will be done in a competent and workmanlike manner. All materials, equipment and supplies furnished by the CONTRACTOR for permanent incorporation in the work shall be new and of quality standards specified. Workmanship shall be first class and the finished product equal to the best-accepted standards of the trade for the category of work performed. It is the CITY's intent to obtain a high-quality job that will operate and function with least maintenance costs. The CONTRACTOR shall, if requested by CITY, furnish satisfactory evidence as to the kind and quality of materials.

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

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

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

11. GENERAL QUALITY AND STANDARDS

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

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

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

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

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

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

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

During the construction operations under this contract, the CITY may elect to contract other work for the project. The CONTRACTOR shall coordinate his operations with those of any other such CONTRACTORS as well as any work of constructing or adjusting utilities by any

other authorities, to the end that the least practical handicap to the work of all such CONTRACTORS or authorities will result.

12. PROJECT COORDINATION

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

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

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

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

13. COORDINATION WITH UTILITY COMPANIES

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

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

14. SUPERVISION

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

If the CONTRACTOR, in the course of the work, finds any discrepancy between the drawings and the physical conditions of the locality, or any errors or omissions in the drawing or in layout as given by points and instructions, it shall be his duty to immediately inform the Project Representative, in writing, and the Project Representative will promptly verify the same. Any work done after such discovery, until authorized, will be done at the CONTRACTORS' risk.

15. CONSTRUCTION SUPERINTENDENT

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

16. WAGE RATES/EQUAL EMPLOYMENT OPPORTUNITY

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

17. SUBCONTRACTS

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

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

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

18. PRE-CONSTRUCTION MEETING

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

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

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

19. ORDER OF COMPLETION

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

20. MATERIALS AND EQUIPMENT SCHEDULES

As soon as practicable and within ten (10) days after the date of award of contract and before any material or equipment is purchased, the CONTRACTOR will submit to the CITY for approval a complete list, in triplicate, of materials to be incorporated in the work and samples of each listed material. The list shall include catalog numbers, cuts, diagrams; drawings and such other descriptive data as may be required. No consideration will be given to partial lists submitted from time to time. Approval of materials will be based on manufacturers' published ratings. Any materials listed that are not in accordance with the specification requirements may be rejected.

When one or more manufacturer's items are specified, it shall be understood that the item(s) so specified are hereby approved as to suitability and no substitutions will be permitted unless followed by such qualifying phrases as equal "approval equal" or "as approved" in which case the approval of the CITY for items not specified shall be obtained before they may be used.

21. CONTRACTOR'S REQUESTS FOR INTERPRETATION (RFIs)

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

- a. Submission of RFIs: RFIs shall be prepared and submitted on a form provided by the CITY.
 - i. Forms shall be completely filled in, and if prepared by hand, shall be fully legible after copying by xerographic process.
 - ii. Each RFI shall be given a discrete, consecutive number.

- iii. Each page of the RFI and each attachment to the RFI shall bear the CITY's project name, project number, date, RFI number and a descriptive title.
- iv. CONTRACTOR shall sign all RFIs attesting to good faith effort to determine from the Contract Documents the information requested for interpretation. Frivolous RFIs shall be subject to reimbursement from CONTRACTOR to CITY for fees charged by A/E, A/E consultants and other design professionals engaged by the CITY.
- b. Subcontractor-Initiated and Supplier-Initiated RFIs: RFIs from subcontractors and material suppliers shall be submitted through, be reviewed by and be attached to an RFI prepared, signed and submitted by CONTRACTOR. RFIs submitted directly by subcontractors or material suppliers will be returned unanswered to the CONTRACTOR.
 - i. CONTRACTOR shall review all subcontractor- and supplier-initiated RFIs and take actions to resolve issues of coordination, sequencing and layout of the Work.
 - ii. RFIs submitted to request clarification of issues related to means, methods, techniques and sequences of construction or for establishing trade jurisdictions and scopes of subcontracts will be returned without interpretation. Such issues are solely the CONTRACTOR'S responsibility.
 - iii. CONTRACTOR shall be responsible for delays resulting from the necessity to resubmit an RFI due to insufficient or incorrect information presented in the RFI.
- c. Requested Information: CONTRACTOR shall carefully study the Contract Documents to ensure that information sufficient for interpretation of requirements of the Contract Documents is not included. RFIs that request interpretation of requirements clearly indicated in the Contract Documents will be returned without interpretation.
 - i. In all cases in which RFIs are issued to request clarification of issues related to means, methods, techniques and sequences of construction, for example, pipe and duct routing, clearances, specific locations of Work shown diagrammatically, apparent interferences and similar items, the CONTRACTOR shall furnish all information required for the A/E or CITY's Representative to analyze and/or understand the circumstances causing the RFI and prepare a clarification or direction as to how the CONTRACTOR shall proceed.
 - ii. If information included with this type RFI by the CONTRACTOR is insufficient, the RFI will be returned unanswered.
- d. Unacceptable Uses for RFIs: RFIs shall not be used to request the following:
 - i. Approval of submittals
 - ii. Approval of substitutions
 - iii. Changes that entail change in Contract Time and Contract Sum
 - iv. Different methods of performing Work than those indicated in the Contract Drawings and Specifications

- e. Disputed Requirements: In the event the CONTRACTOR believes that a clarification by the CITY's A/E, or Representative, results in additional cost or time, CONTRACTOR shall comply with the method for requesting a Change Order.
- f. RFI Log: CONTRACTOR shall prepare and maintain a log of RFIs, and at any time requested by the CITY's Representative, the CONTRACTOR shall furnish copies of the log showing all outstanding RFIs.
- g. Review Time: Architect/Engineer or CITY Representative (CITY) shall return RFIs to CONTRACTOR and within five (5) calendar days of receipt. RFIs received after 12:00 noon shall be considered received on the next regular working day for the purpose of establishing the start of the five-calendar day response period.

22. SUBMITTAL REQUIREMENTS OF CONTRACTOR

After checking and verifying all field measurements and after complying with applicable procedures specified in the General Requirements, CONTRACTOR shall submit to Engineer for review in accordance with the accepted schedule of Shop Drawing submissions, or for other appropriate action if so indicated in the Special Conditions, five copies (unless otherwise specified in the General Requirements) of all Shop Drawings, which will bear a stamp or specific written indication that CONTRACTOR has satisfied CONTRACTOR'S responsibilities under the Contract Documents with respect to the review of the submission. All submissions will be identified as Engineer may require. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials and similar data to enable Engineer to review the information as required.

CONTRACTOR shall also submit to Engineer for review with such promptness as to cause no delay in Work, all samples required by the Contract Documents. All samples will have been checked by and accompanied by a specific written indication that CONTRACTOR has satisfied CONTRACTOR'S responsibilities under the Contract Documents with respect to the review of the submission and will be identified clearly as to material, Supplier, pertinent data such as catalog numbers and the use for which intended.

Before submission of each Shop Drawing or sample CONTRACTOR shall have determined and verified all quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers and similar data with respect thereto and reviewed or coordinated each Shop Drawing or sample with other Shop Drawings and samples and with the requirements of the Work and the Contract Documents.

At the time of each submission, CONTRACTOR shall give Engineer specific written notice of each variation that the Shop Drawings or samples may have from the requirements of the Contract Documents, and in addition, shall cause a specific notation to be made on each Shop Drawing submitted to Engineer for review of each such variation.

Engineer will review with reasonable promptness Shop Drawings and samples, but Engineer's review will be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents and shall not extend to means, methods, techniques, sequences or procedures of construction (except where a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents) or to safety precautions or programs incident thereto. The review of a separate item

as such will not indicate review of the assembly in which the item functions. CONTRACTOR shall make corrections required by Engineer, and shall return the required number of corrected copies of Shop Drawings and submit as required new samples for review. CONTRACTOR shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

Engineer's review of Shop Drawings or samples shall not relieve CONTRACTOR from responsibility for any variation from the requirements of the Contract Documents unless CONTRACTOR has in writing called Engineer's attention to each such variation at the time of submission as required by this Article and Engineer has given written review each such variation by a specific written notation thereof incorporated in or accompanying the Shop Drawing or sample review; nor will any review by Engineer relieve CONTRACTOR from responsibility for errors or omissions in the Shop Drawings or from responsibility for having complied with the provisions herein.

Where a Shop Drawing or sample is required by the Specifications, any related Work performed prior to Engineer's review of the pertinent submission will be the sole expense and responsibility of CONTRACTOR.

23. CHANGES IN THE WORK

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

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

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

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

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

24. DETAIL DRAWINGS AND INSTRUCTIONS

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

25. OWNERSHIP OF DRAWINGS

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

26. SURVEYS, PERMITS AND REGULATIONS

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

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

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

The CONTRACTOR shall maintain and preserve all stakes and marks established by the CITY and should such stakes or marks be carelessly or willfully destroyed or damaged by the CONTRACTOR, said stakes or marks shall be replaced by the CITY at the expense of the CONTRACTOR.

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

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

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

Work permits and licenses necessary for the prosecution of the work shall be secured and paid for by the CONTRACTOR. Easements for permanent structures or permanent changes in existing facilities will be secured and paid for by the CITY unless otherwise specified. The CONTRACTOR shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work as drawn and specified. If the CONTRACTOR observes that the drawings and specifications are at variance therewith, he shall promptly notify the CITY in writing and any necessary changes shall be adjusted as provided in the contract for changes in the work. If the CONTRACTOR performs work knowing it to be contrary to such

laws, ordinances, rules and regulations and without such notice to the CITY, he shall bear all cost arising there from.

27. ROYALTIES AND PATENTS

There may be a design, device, material or process included in these plans and specifications which may be covered by letters, patent or copyright. Prior to use of any design, device, material or process, or its incorporation into the construction, the CONTRACTOR shall secure indemnity from his subcontractors or material suppliers that will protect and save harmless the CITY from all loss on account thereof.

The CONTRACTOR shall pay all royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and shall save the CITY harmless from loss on account thereof, except that the CITY shall be responsible for all such loss when a particular process or the product of a particular manufacturer or manufacturers is specified, but if the CONTRACTOR has information that the process or article specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to the CITY.

28. PROTECTION OF WORK AND PROPERTY

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

29. DEDUCTIONS FOR UNCORRECTED WORK

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

30. DELAYS AND EXTENSION OF TIME

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

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

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

31. CORRECTION OF WORK BEFORE FINAL PAYMENTS

The CONTRACTOR shall promptly remove from the premises all materials condemned by the Project Representative as failing to conform to the contract, whether incorporated in the work or not, and the CONTRACTOR shall promptly replace and re-execute his own work in accordance with the contract and without expense to the CITY and shall bear the expense of making good all work of other CONTRACTORS destroyed or damaged by such removal or replacement.

If the CONTRACTOR does not correct such condemned work and material within a reasonable time fixed by written notice, the CITY may correct it at the expense of the CONTRACTOR. If the CONTRACTOR does not pay the expense of such correction within three (3) days thereafter, the CITY may, upon three (3) days written notice, deduct all the cost and expenses that should have been borne by the CONTRACTOR.

32. THE CITY'S RIGHT TO DO WORK

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

33. SUSPENSION OF WORK

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

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

34. REMOVAL OF EQUIPMENT

In the case of annulment of this contract before completion, from any cause whatever, the CONTRACTOR, if notified to do so by the CITY, shall promptly remove any part or all of his equipment and supplies from the property of the CITY, failing which, the CITY will have the right to remove such equipment and supplies at the expense of the CONTRACTOR.

35. USE OF COMPLETED PORTIONS

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

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

36. PROMPT PAYMENT

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

37. APPLICATION FOR PAYMENT

The CONTRACTOR shall submit to the CITY, at least 20 days before the date established for each progress payment (but not more often than once a month), an Application for Payment filled out and signed by CONTRACTOR covering the work completed as of the date of the Application. Upon review and approval by the CITY and Engineer (if applicable).

The retained percentage (retainage) amount with respect to the progress payments shall initially be 10% unless stated otherwise in the Construction Services Agreement. Retainage amounts and retainage process shall be governed by Florida Statute 255.078 – Public Construction Retainage.

CONTRACTOR shall, before any draw is issued, provide a sworn statement to CITY attesting that all services, materials and labor, furnished to the project to the date of the draw request have been paid for in full, or listing the amounts due for such services, materials and labor, and if any amounts are listed as being due, the CITY shall have the right to pay those amounts directly to the persons to whom they are due, with the balance of the draw amount to be paid to CONTRACTOR, and if the draw is insufficient to pay the amounts then due for services, materials and labor, the CITY shall pay those to whom such amounts are due on a pro rata basis until the draw is exhausted, and any remaining amounts due others shall be paid first out the next draw due.

The CITY shall not be required to issue progress payments pursuant to the draw schedule until the CITY has verified, by on-site inspection, that construction has in fact progressed to the stage at which a draw is required and that the work done and materials furnished are in compliance with the Contract Documents, and all applicable technical codes. The final draw due upon “completion” shall not be payable until the CITY, its Project Representative or Engineer of Record has determined the work has been completed in accordance with the Contract Documents and a Certificate of Completion has been issued by the CITY.

38. PAYMENTS WITHHELD

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

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

- f. Failure to maintain adequate progress. vii. Damage to the building resulting from the negligence of the CONTRACTOR.

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

39. FINAL PAYMENT APPLICATION

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

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

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

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

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

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

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

40. CONTRACTOR'S CONTINUING OBLIGATION

CONTRACTOR's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. Neither recommendation of any progress or final payment by Engineer, nor the issuance of a certificate of Substantial Completion, nor any payment by CITY to CONTRACTOR under the Contract Documents, nor any use or occupancy of the Work or any part thereof by CITY, nor any act of acceptance by CITY nor any failure to do so, nor any review and approval of a Shop Drawing or sample submission, nor the issuance of a notice of acceptability by Engineer, nor any correction of defective Work by CITY will constitute an acceptance of Work not in accordance with the Contract Documents or a release of CONTRACTOR's obligation to perform the Work in accordance with the Contract Documents (except as provided under Waiver of Claims)

41. DAMAGES

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

42. EQUIPMENT STARTUP

Equipment startup shall be in accordance of the manufacturer's recommendations, and as required to demonstrate performance to the Engineer and CITY in accordance with the specifications. The CONTRACTOR shall provide 30-days notice to the Engineer and CITY of the date on which all equipment and systems will be ready for startup. The startup date shall be arranged as required by the CITY's operational schedule with consideration of the schedule needs of the Engineer and CONTRACTOR.

43. COMPLETION OF WORK

The CONTRACTOR shall be considered "substantially complete" when the equipment and systems have been used without failure for seven (7) continuous days, and in the opinion of the CITY, its Project Representative or Engineer of Record, all work has been completed in general

accordance with the plans and specifications and all test reports, inspections, etc. have been completed and delivered to the Engineer. Substantial completion shall also mean that degree of completion which allows the CITY to occupy and use the facilities. When the Engineer deems the work to be "substantially complete" he shall indicate this to the CITY in writing with copies to the CONTRACTOR. The date of contract completion shall be the same date at which the CONTRACTOR is considered substantially complete by the Engineer.

44. ACCEPTANCE OF FINISHED WORK

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

45. FINAL CLEAN UP

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

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

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

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

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

46. TREES

It shall be the responsibility of the CONTRACTOR to protect all trees within the limits of the work and as designated by the Project Representative.

47. GUARANTY

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

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

48. INDEMNITY

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

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

49. ASSIGNMENT

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

50. RIGHTS OF VARIOUS INTERESTS

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

51. SEPARATE CONTRACTS

The CITY reserves the right to let other contracts in connection with this work. The CONTRACTOR shall afford other CONTRACTORs reasonable opportunity for the introduction

and storage of their materials and the execution of their work, and shall properly conduct and coordinate his work with theirs.

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

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

52. LANDS FOR WORK

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

53. ACCESS TO RECORDS

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

54. EXECUTION, CORRELATION AND INTENT OF DOCUMENTS

The Agreement shall be signed in quadruplicate by the CITY and the CONTRACTOR. The Contract Documents comprise the entire agreement between CITY and CONTRACTOR concerning the Work. The Contract Documents are complementary; what is called for by one is as binding as if called for by all. The Contract Documents will be construed in accordance with the law of the place of the Project.

It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any Work, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result will be supplied whether or not specifically called for. When words which have a well-known technical or trade meaning are used to describe Work, materials or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the Laws or Regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code or Laws or Regulations in effect at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by

reference in the Contract Documents) shall be effective to change the duties and responsibilities of CITY, CONTRACTOR or Engineer, or any of their consultants, agents or employees from those set forth in the Contract Documents, nor shall it be effective to assign to Engineer, or any of Engineer's consultants, agents or employees, any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of these Supplemental Conditions. Clarifications and interpretations of the Contract Documents shall be issued by Engineer.

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

55. CONTRACTOR'S UNDERSTANDING

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

56. FAMILIARITY WITH LAWS

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

57. SALES TAX

The CONTRACTOR is required to pay Florida sales and use taxes on all materials purchased for this project unless otherwise specified in the document. All Florida sales and use taxes will be included in the submitted bid price(s).

58. CLARIFICATIONS AND INTERPRETATIONS OF CONTRACT DOCUMENTS

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

Engineer will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents (in the form of Drawings or otherwise) as Engineer

may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. If CONTRACTOR believes that a written clarification or interpretation justifies an increase in the Contract Price or an extension of the Contract Time then CONTRACTOR shall notify CITY in accordance with the Agreement.

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

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

59. LIMITATIONS ON ENGINEER'S RESPONSIBILITIES

Neither Engineer's authority to act nor any decision made by Engineer in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of Engineer to CONTRACTOR, any Subcontractor, any Supplier, or any other person or organization performing any of the Work, or to any surety for any of them.

Whenever in the Contract Documents the terms "as ordered", "as directed", "as required", "as allowed", "as approved" or terms of like effect or import are used, or the adjectives "reasonable", "suitable", "acceptable", "proper" or "satisfactory" or adjectives of like effect or import are used to describe a requirement, direction, review or judgment of Engineer as to the Work, it is intended that such requirement, direction, review or judgment will be solely to evaluate the Work for compliance with the Contract Documents (unless there is a specific statement indicating other-wise). The use of any such term or adjective shall not be effective to assign to Engineer any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of this Article.

Engineer will not be responsible for CONTRACTOR's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, and Engineer will not be responsible for CONTRACTOR's failure to perform or furnish the Work in accordance with the Contract Documents.

Engineer will not be responsible for the acts or omissions of CONTRACTOR or of any Subcontractor, any Supplier, or of any other person or organization performing or furnishing any of the Work.

60. SAFETY AND PRECAUTION

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

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

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

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

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

Engineer prompt written notice that any significant changes in the Work or variations from the Contract Documents have been caused thereby. If Engineer determines that a change in the

Contract Documents is required because of the action taken in response to an emergency, a Work Directive Change or Change Order will be issued to document the consequences of the changes or variations.

61. RECORD DOCUMENTS

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

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

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

62. PHYSICAL CONDITIONS-UNDERGROUND FACILITIES

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

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

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

"Utilities" refers to the entity having legal ownership of the facility, service connection, irrigation pipe, or traffic signal wiring.

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

Damage, injury, or loss resulting in whole or in part from the CONTRACTOR's failure to locate and preserve a facility, service connection, irrigation pipe, or traffic signal wiring shall under no circumstances be deemed attributable to the fault of the Drawings or Specifications or to the acts or omissions of the CITY or Engineer or anyone employed by either of them or anyone for whose acts either of them may be liable.

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

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

63. PHYSICAL CONDITIONS

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

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

64. REVIEW OF APPLICATION FOR PROGRESS PAYMENT

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

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

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

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

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

CITY may refuse to make payment of the full amount recommended by Engineer because claims have been made against CITY on account of CONTRACTOR's performance or furnishing of the

Work or Liens have been filed in connection with the Work or there are other items entitling CITY to a set-off against the amount recommended, but CITY must give CONTRACTOR immediate written notice (with a copy to Engineer) stating the reasons for such action.

65. SUBSTANTIAL COMPLETION

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

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

66. INSPECTIONS, CORRECTION, REMOVAL OF DEFECTIVE WORK

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

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

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

All inspections, tests or approvals other than those required by Laws or Regulations of any public body having jurisdiction shall be performed by organizations acceptable to CITY and CONTRACTOR (or by Engineer if so specified).

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

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

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

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

If the Work is defective, or CONTRACTOR fails to supply sufficient skilled workers or suitable materials or equipment, or fails to furnish or perform the Work in such a way that the completed Work will conform to the Contract Documents, CITY may order CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this

right of CITY to stop the Work shall not give rise to any duty on the part of CITY to exercise this right for the benefit of CONTRACTOR or any other party.

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

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

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

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

Contract Time because of any delay in performance of the Work attributable to the exercise by CITY of CITY's rights and remedies hereunder.

68. ARBITRATION

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

Party B can select to arbitrate or not. If Party B agrees to arbitrate he shall so advise Party A in writing within ten days after receipt of Party A's notice. Notice by Party B that he does not wish to arbitrate or failure of Party B to notify Party A within the ten-day period will give Party A the right to institute a court action.

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

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

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

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

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

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

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

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

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

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

[End of Supplemental Conditions.]

ATTACHMENT 'C'
FEDERAL CONTRACT PROVISIONS

ACCESS TO RECORDS AND REPORTS

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the sponsor, and the Comptroller General of the United States or any of their duly authorized representatives, access to any books, documents, papers, and records of the contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

The following access to records requirement applies to this contract:

- (1) The CONTRACTOR agrees to provide the CITY, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives, access to any books, documents, papers, and records of the CONTRACTOR which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The CONTRACTOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The CONTRACTOR agrees to provide the FEMA Administrator or his authorized representatives, access to construction or other work sites pertaining to the work being completed under the contract.
- (4) In compliance with the Disaster Recovery Act of 2018, the CITY and the CONTRACTOR acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

BUY AMERICAN PREFERENCE

The contractor agrees to comply with 49 USC § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP funded projects are produced in the United States, unless the FAA has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

GENERAL CIVIL RIGHTS PROVISIONS

The contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the contractor and subtier contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

Title VI Solicitation Notice:

The **(Name of Sponsor)**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders

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that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Compliance with Nondiscrimination Requirements

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor’s obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor’s noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as

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the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes

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discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

DISADVANTAGED BUSINESS ENTERPRISES

Contract Assurance (§ 26.13) - The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

Prompt Payment (§26.29) - The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than {specify number} days from the receipt of each payment the prime contractor receives from {Name of recipient}. The prime contractor agrees further to return retainage payments to each subcontractor within {specify the same number as above} days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the {Name of Recipient}. This clause applies to both DBE and non-DBE subcontractors.

ENERGY CONSERVATION REQUIREMENTS

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201 *et seq*).

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The [contractor | consultant] has full responsibility to monitor compliance to the referenced statute or regulation. The [contractor | consultant] must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any

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claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

TRADE RESTRICTION CERTIFICATION

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror -

- a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (U.S.T.R.);
- b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the U.S.T.R.; and
- c. has not entered into any subcontract for any product to be used on the Federal on the project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subcontractor:

- (1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R. or
- (2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such U.S.T.R. list or
- (3) who incorporates in the public works project any product of a foreign country on such U.S.T.R. list;

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by U.S.T.R., unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

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VETERAN’S PREFERENCE

In the employment of labor (excluding executive, administrative, and supervisory positions), the contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

SEISMIC SAFETY

The contractor agrees to ensure that all work performed under this contract, including work performed by subcontractors, conforms to a building code standard that provides a level of seismic safety substantially equivalent to standards established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety.

COPELAND “ANTI-KICKBACK” ACT

Contractor must comply with the requirements of the Copeland “Anti-Kickback” Act (18 U.S.C. 874 and 40 U.S.C. 3145), as supplemented by Department of Labor regulation 29 CFR part 3. Contractor and subcontractors are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled. The Contractor and each Subcontractor must submit to the Owner, a weekly statement on the wages paid to each employee performing on covered work during the prior week. Owner must report any violations of the Act to the Federal Aviation Administration.

DAVIS-BACON REQUIREMENTS

1. Minimum Wages

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalent thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination

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for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii) (B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

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(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding.

The Federal Aviation Administration or the sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of work, all or part of the wages required by the contract, the Federal Aviation Administration may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved

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programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the Federal Aviation Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (*e.g.*, the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the Federal Aviation Administration, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

- (1) That the payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5 (a)(3)(i) and that such information is correct and complete;
- (2) That each laborer and mechanic (including each helper, apprentice and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations 29 CFR Part 3;
- (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.

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(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying or transcription by authorized representatives of the sponsor, the Federal Aviation Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to

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utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal Employment Opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act Requirements.

The contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

6. Subcontracts.

The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR Part 5.5(a)(1) through (10) and such other clauses as the Federal Aviation Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Part 5.5.

7. Contract Termination: Debarment.

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A breach of the contract clauses in paragraph 1 through 10 of this section may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance With Davis-Bacon and Related Act Requirements.

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes Concerning Labor Standards.

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6 and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of Eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

TEXTING WHEN DRIVING

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), the FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$3,500 and involve driving a motor vehicle in performance of work activities associated with the project.

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION to ENSURE EQUAL EMPLOYMENT OPPORTUNITY

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1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Timetables

Goals for minority participation for each trade: ***[sponsor must insert established goal]***
Goals for female participation in each trade: 6.9%

These goals are applicable to all of the contractor's construction work (whether or not it is Federal or federally-assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs (OFCCP) within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

4. As used in this notice and in the contract resulting from this solicitation, the "covered area" is ***[sponsor must insert state, county, and city]***.

EQUAL OPPORTUNITY CLAUSE

During the performance of this contract, the contractor agrees as follows:

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(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however,* That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such

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direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS

1. As used in these specifications:

- a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
- b. "Director" means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;
- c. "Employer identification number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;
- d. "Minority" includes:
 - (1) Black (all) persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin regardless of race);
 - (3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - (4) American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors shall be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

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4. The contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in a geographical area where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the contractor has a collective bargaining agreement to refer either minorities or women shall excuse the contractor's obligations under these specifications, Executive Order 11246 or the regulations promulgated pursuant thereto.

6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees shall be employed by the contractor during the training period and the contractor shall have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees shall be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The contractor shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the contractor's employees are assigned to work. The contractor, where possible, will assign two or more women to each construction project. The contractor shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such

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individual. If such individual was sent to the union hiring hall for referral and was not referred back to the contractor by the union or, if referred, not employed by the contractor, this shall be documented in the file with the reason therefore along with whatever additional actions the contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the contractor has a collective bargaining agreement has not referred to the contractor a minority person or female sent by the contractor, or when the contractor has other information that the union referral process has impeded the contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the contractor's employment needs, especially those programs funded or approved by the Department of Labor. The contractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with onsite supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the contractor's EEO policy with other contractors and subcontractors with whom the contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students; and to minority and female recruitment and training organizations serving the contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the contractor shall send written notification to organizations, such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

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- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a contractor's workforce.
 - k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
 - l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel, for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
 - m. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the contractor's obligations under these specifications are being carried out.
 - n. Ensure that all facilities and company activities are non-segregated except that separate or single user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
 - o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
 - p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor association, joint contractor union, contractor community, or other similar groups of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through 7p of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation to comply, however, is the contractor's and failure of such a group to fulfill an obligation shall not be a defense for the contractor's noncompliance.
9. A single goal for minorities and a separate single goal for women have been established. The contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, if the particular group is employed in a substantially disparate manner (for

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example, even though the contractor has achieved its goals for women generally,) the contractor may be in violation of the Executive Order if a specific minority group of women is underutilized.

10. The contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

14. The contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee, the name, address, telephone number, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

PROHIBITION of SEGREGATED FACILITIES

(a) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

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(b) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

PROCUREMENT OF RECOVERED MATERIALS

Contractor and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Contractor and subcontractors are to use of products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

- a) The contract requires procurement of \$10,000 or more of a designated item during the fiscal year; or,
- b) The contractor has procured \$10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA-designated items is available at www.epa.gov/epawaste/conserve/tools/cpg/products/.

Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the contractor can demonstrate the item is:

- a) Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
- b) Fails to meet reasonable contract performance requirements; or
- c) Is only available at an unreasonable price.

TERMINATION FOR CONVENIENCE

The Owner may terminate this contract in whole or in part at any time by providing written notice to the Contractor. Such action may be without cause and without prejudice to any other right or remedy of Owner. Upon receipt of a written notice of termination, except as explicitly directed by the Owner, the Contractor shall immediately proceed with the following obligations regardless of any delay in determining or adjusting amounts due under this clause:

- 1. Contractor must immediately discontinue work as specified in the written notice.
- 2. Terminate all subcontracts to the extent they relate to the work terminated under the notice.
- 3. Discontinue orders for materials and services except as directed by the written notice.
- 4. Deliver to the owner all fabricated and partially fabricated parts, completed and partially completed work, supplies, equipment and materials acquired prior to termination of the work and as directed in the written notice.
- 5. Complete performance of the work not terminated by the notice.

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6. Take action as directed by the owner to protect and preserve property and work related to this contract that Owner will take possession.

Owner agrees to pay Contractor for:

- c) completed and acceptable work executed in accordance with the contract documents prior to the effective date of termination;
- d) documented expenses sustained prior to the effective date of termination in performing work and furnishing labor, materials, or equipment as required by the contract documents in connection with uncompleted work;
- e) reasonable and substantiated claims, costs and damages incurred in settlement of terminated contracts with Subcontractors and Suppliers; and
- f) reasonable and substantiated expenses to the contractor directly attributable to Owner’s termination action

Owner will not pay Contractor for loss of anticipated profits or revenue or other economic loss arising out of or resulting from the Owner’s termination action.

The rights and remedies this clause provides are in addition to any other rights and remedies provided by law or under this contract.

CERTIFICATION OF OFFERER/BIDDER REGARDING DEBARMENT

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a “covered transaction”, must verify each lower tier participant of a “covered transaction” under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>
2. Collecting a certification statement similar to the Certificate Regarding Debarment and Suspension (Bidder or Offeror), above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract

If the FAA later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

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CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

1. Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) of this clause, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration (FAA) or the Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 of this clause.

4. Subcontractors.

The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this clause.

CERTIFICATION REGARDING LOBBYING

The bidder or offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

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- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide [*Contractor* | *Consultant*] written notice that describes the nature of the breach and corrective actions the [*Contractor* | *Consultant*] must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner’s notice will identify a specific date by which the [*Contractor* | *Consultant*] must correct the breach. Owner may proceed with termination of the contract if the [*Contractor* | *Consultant*] fails to correct the breach by deadline indicated in the Owner’s notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

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DHS SEAL, LOGO, AND FLAGS

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

CLEAN AIR AND WATER POLLUTION CONTROL

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. § 740-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Contractor must include this requirement in all subcontracts that exceeds \$150,000.

COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The CONTRACTOR will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the CITY, CONTRACTOR, or any other party pertaining to any matter resulting from the contract.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

The CONTRACTOR acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the CONTRACTOR's actions pertaining to this contract.

[END FEDERAL CONTRACT PROVISIONS]

BYRD ANTI-LOBBYING DECLARATION

Certification for Contracts, Grants, Loans, and Cooperative Agreements APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The CONTRACTOR, **THE FISHEL COMPANY**, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.B.2.

Meeting Date: June 12, 2023

From: Aaliyah Davis, (Purchasing Manager)

Subject: Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Piggyback Agreement with Evoqua Water Technologies, LLC. for corrosion and odor control services; and providing an effective date.

Staff Recommendation:

Staff recommends approval of a resolution authorizing execution of a Piggyback Agreement with Evoqua Water Technologies for Corrosion and Odor Control Services.

Analysis:

The City does not currently have an active contract for the purchase of hydrogen peroxide and bioxide which is a chemical used in waste water lift stations to control odor. The City has used Evoqua Water Technologies for their requirements of hydrogen peroxide, bioxide, and other related products and/or services in a previous piggyback agreement issued by Manatee County since 2019. The previous agreement is no longer active and the quantities needed have increased over the years and it would be beneficial to award a contract for the purchase of these chemicals.

Procurement Analysis:

Purchasing staff identified a competitively solicited and awarded contract between Evoqua Water Technologies and Lee County. Procurement has reviewed and accepted the solicitation and award process conducted by Lee County.

Options:

- 1) Approve the resolution authorizing execution of a Piggyback Agreement with Evoqua Water Technologies, LLC.; or
- 2) Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

The current Wastewater operating budget includes funds for this expense.

Account No. 044-4082-535-3410 & 044-4052-535-5280

Project No. 447020 & 447015

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A
PIGGYBACK AGREEMENT WITH EVOQUA WATER TECHNOLOGIES,
LLC. FOR CORROSION AND ODOR CONTROL SERVICES; AND
PROVIDING AN EFFECTIVE DATE.**

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

THAT the Mayor and City Clerk are hereby authorized to execute an agreement with EVOQUA WATER TECHNOLOGIES, LLC. whose address is 2650 Tallevast Road, Sarasota, Florida 34243 for ODOR CONTROL AND CORROSION SERVICES.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 12th day of June 2023.

Mayor

ATTEST:

City Clerk

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

THIS AGREEMENT is made as of the 12th day of June 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 **EVOQUA WATER TECHNOLOGIES, LLC.** whose address is 2650 Tallevast Road, Sarasota, Florida 34243 (hereinafter referred to as the “VENDOR”).

WHEREAS, Evoqua Water Technologies (“VENDOR”), entered into an Agreement dated May 21, 2018 with Lee County, Florida (“Contracting Entity”) resulting from the award of the Contracting Entity’s Solicitation No. RFP170384ANB. Contract and amendments are included here as Attachment ‘A’.

WHEREAS, The City of Leesburg, a Florida municipal corporation (“CITY”) has the legal authority to “piggyback” onto 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 (Attachment ‘A’) between VENDOR and Lee County, Florida for Odor Control & Corrosion Services and the VENDOR consents to the aforesaid “piggybacking”

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

1. **Affirmation.** The VENDOR affirms and ratifies the terms and conditions of the above referenced Contract with Lee County 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 Lee 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 “Lee County” shall be replaced with the City of Leesburg (CITY).

3. **Amendment.** Any Amendments to “piggybacked” Contract between VENDOR and Lee County shall be automatically incorporated into this piggyback Contract. To include any extensions or renewal periods.

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 purpose 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 indicated in the preamble to this Agreement.

EVOQUA WATER TECHNOLOGIES, LLC.

By: _____

Printed: _____

Its: _____
(Title)

CITY OF LEESBURG, FLORIDA

James A. Burry Jr., Mayor

ATTEST:

J. Andi Purvis, City Clerk

Approved as to form:

William Watson, City Attorney

THIRD AMENDMENT OF THE ANNUAL AGREEMENT
FOR ODOR CONTROL & CORROSION SERVICES

THIRD AMENDMENT OF THE ANNUAL AGREEMENT FOR ODOR CONTROL & CORROSION SERVICES, made and entered into by and between the Lee County Board of County Commissioners, a political subdivision of the State of Florida ("County") and Evoqua Water Technologies, LLC ("Vendor"), collectively, the "Parties."

WHEREAS, the County entered into an Agreement for the annual purchase of odor control and corrosion services through Solicitation No. RFP170384ANB with Vendor on the 14th day of May, 2018 ("Agreement"); and,

WHEREAS, the Parties mutually agree to increase the price for the annual purchase of odor control and corrosion services; and,

WHEREAS, the Parties also desire to correct an error in the Primary Vapor-Phase Technologies costs table; and,

WHEREAS, the Parties also desire to remove several items from the Chemical/Biological products that the Vendor no longer has available; and,

WHEREAS, the Parties mutually agree that items 7, 8, 9, and 11 of the Chemical/Biological products will be listed as "NA", the price increase for Chemical/Biological products will begin on the 14th day of May, 2023. and the price increase for the Primary Vapor-Phase Technologies will begin on the 1st day of January, 2023; and,

WHEREAS, the Parties also mutually agree that the price for item 9C on the Primary Vapor-Phase Technologies costs table shall be corrected from "\$6,246.00" to "\$7,398.00," for any installations occurring prior to the 1st day of January, 2023; and,

WHEREAS, the Parties desire to modify the Agreement pursuant to Article XVI. MISCELLANEOUS of the Agreement.

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING AND THE MUTUAL COVENANTS CONTAINED HEREIN, IT IS AGREED AS FOLLOWS:

1. The price increase for Chemical/Biological products will begin on the 14th day of May, 2023
2. The Parties agree that the following Fee Schedule table shall supersede the existing Fee Schedule table for Chemical/Biological Products in Exhibit B of the Agreement:

The County shall pay the Vendor for actual services rendered and products provided in accordance with the fee schedules below.

CHEMICAL/BIOLOGICAL PRODUCTS			
<i>Item #</i>	<i>Description</i>	<i>Unit of Measure</i>	<i>Unit Cost</i>
1	Bioxide	Gallon	\$3.37
2	Bioxide Plus 71	Gallon	\$4.57
3	Bioxide AE	Gallon	\$3.55
4	Odophos	Gallon	\$1.68
5	Odophos Plus	Gallon	\$2.09
6	Ferric Sulfate (9%)	Gallon	\$2.36
7	PRI-SC Odophos	Gallon	NA
8	PRI-SC Odophos Plus	Gallon	NA
9	PRI-SC Ferric Sulfate (9%)	Gallon	NA
10	50% Hydrogen Peroxide	Pound	\$0.49
11	PRI-SC Peroxide	Pound	NA
12	VX-456 (Bulk Tanker)	Pound	\$1.69
13	VX-456 (Tote)	Pound	\$2.25
14	Aktivox (Bulk Tanker)	Pound	\$1.26
15	Aktivox (Tote)	Pound	\$1.74
16	Textone L	Pound	\$1.29
17	AQuit	Pound	\$22.00
18	AlkAGEN AQ	Gallon	\$2.04
19	Sodium Hydroxide 25%	Gallon	\$4.89
20	Sodium Hydroxide 50%	Gallon	\$8.45
21	Sodium Hypochlorite	Gallon	\$4.20

*All product prices within this section include delivery, application equipment, ongoing maintenance, technical evaluation/support service, and technology licenses.

[Remainder of the page left intentionally blank.]

3. The Parties agree that the following table shall supersede the existing table for Primary Vapor-Phase Technologies Monthly Costs in Exhibit B of the Agreement, for any installations prior to the 1st day of January, 2023:

Primary Vapor-Phase Technologies Monthly Costs

ITEM	DESIGN AIR FLOW (cfm)	AVERAGE DESIGN H2S CONCENTRATION (ppmv)			
		A. <10	B. 10-150	C. 150-300	D. 300-500
1	Natural Draft	\$251.00	\$789.10	N/A	N/A
2	0-140	\$1,092.00	\$1,585.91	\$2,497.00	\$3,055.25
3	0-280	\$1,574.00	\$2,215.71	\$3,055.25	\$4,264.00
4	0-600	\$1,768.00	\$2,362.00	\$3,953.00	\$4,831.00
5	0-850	\$2,698.00	\$3,354.00	\$4,351.00	\$4,998.00
6	0-1150	\$3,048.00	\$4,163.00	\$5,167.00	\$6,322.00
7	0-1500	\$3,250.00	\$4,204.00	\$5,266.00	\$6,379.00
8	0-2000	\$3,494.00	\$4,408.00	\$6,316.00	\$7,322.00
9	0-3000	\$4,268.00	\$4,769.00	\$7,398.00	\$8,992.50
10	0-4000	\$4,650.00	\$5,699.00	\$8,739.00	\$12,356.00
11	0-5000	\$4,950.00	\$5,939.00	\$9,499.00	\$15,534.00
12	0-8000	\$7,944.00	\$8,968.00	\$12,674.00	\$16,754.00
13	0-12000	\$11,552.00	\$12,781.00	\$15,534.00	\$20,969.00
14	0-15000	\$12,488.00	\$13,738.00	\$23,611.00	N/A
15	0-18000	\$15,471.00	\$17,162.20	\$28,333.20	N/A

Notes:

- A. A mobilization fee of two (2) times the monthly rental fee shall apply for all units installed prior to 1/1/2023. A de-mobilization fee of two (2) times the monthly rental fee shall apply for all units removed prior to 36 months after installation.
- B. If a chemical scrubber is required, all applicable sodium hydroxide and bleach shall be charged in addition to the above.

[Remainder of the page left intentionally blank.]

4. The Parties agree that the following table shall supersede the existing table for Primary Vapor-Phase Technologies Monthly Costs in Exhibit B of the Agreement, for any installations after the 1st day of January, 2023:

Primary Vapor-Phase Technologies Monthly Costs

ITEM	DESIGN AIR FLOW (cfm)	AVERAGE DESIGN H2S CONCENTRATION (ppmv)			
		A. <10	B. 10-150	C. 150-300	D. 300-500
1	Natural Draft	\$281.12	\$883.68	NA	NA
2	0-140	\$1,223.04	\$1,776.22	\$2,796.64	\$3,421.88
3	0-280	\$1,762.88	\$2,481.60	\$3,421.88	\$4,775.68
4	0-600	\$1,980.16	\$2,645.44	\$4,427.36	\$5,410.72
5	0-850	\$3,021.76	\$3,756.48	\$4,873.12	\$5,597.76
6	0-1150	\$3,413.76	\$4,662.56	\$5,787.04	\$7,080.64
7	0-1500	\$3,640.00	\$4,708.48	\$5,897.92	\$7,144.48
8	0-2000	\$3,913.28	\$4,936.96	\$7,073.92	\$8,200.64
9	0-3000	\$4,780.16	\$5,341.28	\$6,995.52	\$10,071.60
10	0-4000	\$5,208.00	\$6,382.88	\$9,787.68	\$13,838.72
11	0-5000	\$5,544.00	\$6,651.68	\$10,638.88	\$17,398.08
12	0-8000	\$8,897.28	\$10,044.16	\$14,194.88	\$18,764.48
13	0-12000	\$12,938.24	\$14,314.72	\$17,398.08	\$23,485.28
14	0-15000	\$13,986.56	\$15,386.56	\$26,444.32	NA
15	0-18000	\$17,327.52	\$19,221.66	\$31,733.18	NA

Notes:

- A. A mobilization fee of three (3) times the monthly rental fee shall apply for all units installed after 1/1/2023. A de-mobilization fee of two (2) times the monthly rental fee shall apply for all units removed prior to 36 months after installation.
- B. If a chemical scrubber is required, all applicable sodium hydroxide and bleach shall be charged in addition to the above.

[Remainder of the page left intentionally blank.]

IN WITNESS WHEREOF this Third Amendment of the Agreement has been signed and sealed,
in duplicate, by the respective Parties hereto.

DATED this 13 day of March, 2022^{3 PM} by the Lee County Board of County
Commissioners.

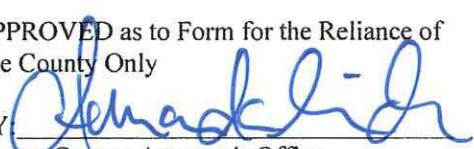
COUNTY: LEE COUNTY, FLORIDA

BY: 

Mary G. Tucker

Director of Procurement Management, on
behalf of the Board of County
Commissioners

APPROVED as to Form for the Reliance of
Lee County Only

BY: 

County Attorney's Office

DATED this 8th day of December, 2022 by Evoqua Water Technologies, LLC

ATTEST:

BY: 

Authorized Signature

See Attached Officer's Certificate
(Witness)

Thomas R. Wilson, P.E.

Authorized Signature Printed Name

V.P. & G.M.

Authorized Signature Title



SECOND AMENDMENT OF THE ANNUAL AGREEMENT
FOR ODOR CONTROL & CORROSION SERVICES

SECOND AMENDMENT OF THE ANNUAL AGREEMENT FOR ODOR CONTROL & CORROSION SERVICES, made and entered into by and between the Lee County Board of County Commissioners, a political subdivision of the State of Florida ("County") and Evoqua Water Technologies, LLC ("Vendor"), collectively, the "Parties."

WHEREAS, the County entered into an Agreement for the annual purchase of odor control and corrosion services through Solicitation No. RFP170384ANB with Vendor on the 14th day of May, 2018 ("Agreement"); and,

WHEREAS, the Parties mutually agree to increase the price for the annual purchase of odor control and corrosion services; and,

WHEREAS, the Parties mutually agree that the price increase will begin on the 14th day of May, 2022; and,

WHEREAS, the Parties desire to modify the Agreement pursuant to Article XVI. MISCELLANEOUS of the Agreement.

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING AND THE MUTUAL COVENANTS CONTAINED HEREIN, IT IS AGREED AS FOLLOWS:

1. The price increase will begin on the 14th day of May, 2022
2. The Parties agree that the following Fee Schedule table shall supersede the existing Fee Schedule table in Exhibit B of the Agreement:

[The remainder of this page intentionally left blank.]

The County shall pay the Vendor for actual services rendered and products provided in accordance with the fee schedules below.

CHEMICAL/BIOLOGICAL PRODUCTS			
<i>Item #</i>	<i>Description</i>	<i>Unit of Measure</i>	<i>Unit Cost</i>
1	Bioxide	Gallon	\$2.69
2	Bioxide Plus 71	Gallon	\$3.89
3	Bioxide AE	Gallon	\$2.98
4	Odophos	Gallon	\$1.29
5	Odophos Plus	Gallon	\$1.89
6	Ferric Sulfate (9%)	Gallon	\$1.94
7	PRI-SC Odophos	Gallon	\$0.90
8	PRI-SC Odophos Plus	Gallon	\$1.71
9	PRI-SC Ferric Sulfate (9%)	Gallon	\$1.75
10	50% Hydrogen Peroxide	Pound	\$0.46
11	PRI-SC Peroxide	Pound	\$0.52
12	VX-456 (Bulk Tanker)	Pound	\$1.35
13	VX-456 (Tote)	Pound	\$1.74
14	Aktivox (Bulk Tanker)	Pound	\$1.03
15	Aktivox (Tote)	Pound	\$1.39
16	Textone L	Pound	\$0.98
17	AQuit	Pound	\$17.79
18	AlkAGEN AQ	Gallon	\$1.68
19	Sodium Hydroxide 25%	Gallon	\$3.99
20	Sodium Hydroxide 50%	Gallon	\$6.50
21	Sodium Hypochlorite	Gallon	\$2.75

*All product prices within this section include delivery, application equipment, ongoing maintenance, technical evaluation/support service, and technology licenses.

EQUIPMENT

The following table represents monthly costs for new installations installed at County facilities.

The Vendor shall work with the County on identifying the most cost-effective solutions for odor and corrosion issues. The County shall be charged the following rates based on airflow and H₂S levels on sites with relatively stable hydrogen sulfide loading and typically low organic loads. This table represents primary vapor phase technology choices.

Primary Vapor-Phase Technologies Monthly Costs

ITEM	DESIGN AIR FLOW (cfm)	AVERAGE DESIGN H2S CONCENTRATION (ppmv)			
		A. <10	B. 10-150	C. 150-300	D. 300-500
1	Natural Draft	\$251.00	\$789.10	N/A	N/A
2	0-140	\$1,092.00	\$1,585.91	\$2,497.00	\$3,055.25
3	0-280	\$1,574.00	\$2,215.71	\$3,055.25	\$4,264.00
4	0-600	\$1,768.00	\$2,362.00	\$3,953.00	\$4,831.00
5	0-850	\$2,698.00	\$3,354.00	\$4,351.00	\$4,998.00
6	0-1150	\$3,048.00	\$4,163.00	\$5,167.00	\$6,322.00
7	0-1500	\$3,250.00	\$4,204.00	\$5,266.00	\$6,379.00
8	0-2000	\$3,494.00	\$4,408.00	\$6,316.00	\$7,322.00
9	0-3000	\$4,268.00	\$4,769.00	\$6,246.00	\$8,992.50
10	0-4000	\$4,650.00	\$5,699.00	\$8,739.00	\$12,356.00
11	0-5000	\$4,950.00	\$5,939.00	\$9,499.00	\$15,534.00
12	0-8000	\$7,944.00	\$8,968.00	\$12,674.00	\$16,754.00
13	0-12000	\$11,552.00	\$12,781.00	\$15,534.00	\$20,969.00
14	0-15000	\$12,488.00	\$13,738.00	\$23,611.00	N/A
15	0-18000	\$15,471.00	\$17,162.20	\$28,333.20	N/A

Notes:

1. A mobilization fee of two (2) times the monthly rental fee shall apply for all units. A de-mobilization fee of two (2) times the monthly rental fee shall apply for all units removed prior to 36 months after installation.
2. If a chemical scrubber is required, all applicable sodium hydroxide and bleach shall be charged in addition to the above.

Fully Automated Odor Control Products

- | | |
|---------------------------------------|---------------|
| 1. H2S Monitor | \$ 360.00/mo. |
| 2. Advanced Dosing Controller&Monitor | \$ 450.00/mo. |

Monthly fee includes Internet access to data. The County shall be responsible for any necessary site improvements, utilities, and security required for the application of the products and services listed herein.

Professional Services:

<u>Description</u>	<u>Fee</u>
1. Engineer or Chemist	\$ 200.00/hr.
2. Technician	\$ 150.00/hr.
3. Professional Engineer(P.E.)	\$ 250.00/hr.

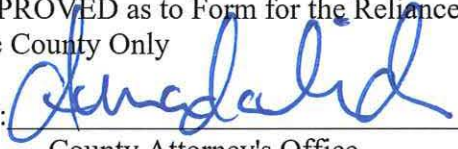
IN WITNESS WHEREOF this Second Amendment of the Agreement has been signed and sealed, in duplicate, by the respective Parties hereto.

DATED this 3 day of May, 2022 by the Lee County Board of County Commissioners.

COUNTY: LEE COUNTY, FLORIDA

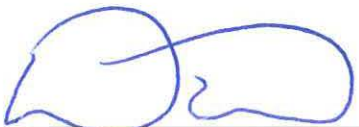
BY: 
Mary G. Tucker
Director of Procurement Management, on
behalf of the Board of County
Commissioners

APPROVED as to Form for the Reliance of
Lee County Only

BY: 
County Attorney's Office

DATED this 11 day of March, 2022 by Evoqua Water Technologies, LLC

ATTEST:


(Witness)

David L. Morano

BY: 
Authorized Signature

Thomas R. Wilson, P.E.

Authorized Signature Printed Name

V.P. & G.M.

Authorized Signature Title

CORPORATE SEAL:



FIRST AMENDMENT OF THE ANNUAL AGREEMENT
FOR ODOR CONTROL & CORROSION SERVICES

FIRST AMENDMENT OF THE ANNUAL AGREEMENT FOR ODOR CONTROL & CORROSION SERVICES, made and entered into by and between the Lee County Board of County Commissioners, a political subdivision of the State of Florida ("County") and Evoqua Water Technologies, LLC ("Vendor"), collectively, the "Parties."

WHEREAS, the County entered into an Agreement for the annual purchase of odor control and corrosion services through Solicitation No. RFP170384ANB with Vendor on the 14th day of May, 2018 ("Agreement"); and,

WHEREAS, the Parties mutually agree to increase the price for the annual purchase of odor control and corrosion services; and,

WHEREAS, the Parties mutually agree that the price increase will begin on the 14th day of May, 2021; and,

WHEREAS, the Parties desire to modify the Agreement pursuant to Article XVI. MISCELLANEOUS of the Agreement.

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING AND THE MUTUAL COVENANTS CONTAINED HEREIN, IT IS AGREED AS FOLLOWS:

1. The price increase will begin on the 14th day of May, 2021
2. The Parties agree that the following Fee Schedule table shall supersede the existing Fee Schedule table in Exhibit B of the Agreement:

[The remainder of this page intentionally left blank.]

The County shall pay the Vendor for actual services rendered and products provided in accordance with the fee schedules below.

CHEMICAL/BIOLOGICAL PRODUCTS			
<i>Item #</i>	<i>Description</i>	<i>Unit of Measure</i>	<i>Unit Cost</i>
1	Bioxide	Gallon	\$2.47
2	Bioxide Plus 71	Gallon	\$3.65
3	Bioxide AE	Gallon	\$2.85
4	Odophos	Gallon	\$0.80
5	Odophos Plus	Gallon	\$1.47
6	Ferric Sulfate (9%)	Gallon	\$1.50
7	PRI-SC Odophos	Gallon	\$0.90
8	PRI-SC Odophos Plus	Gallon	\$1.71
9	PRI-SC Ferric Sulfate (9%)	Gallon	\$1.75
10	50% Hydrogen Peroxide	Pound	\$0.46
11	PRI-SC Peroxide	Pound	\$0.52
12	VX-456 (Bulk Tanker)	Pound	\$1.25
13	VX-456 (Tote)	Pound	\$1.59
14	Aktivox (Bulk Tanker)	Pound	\$0.95
15	Aktivox (Tote)	Pound	\$1.27
16	Textone L	Pound	\$0.88
17	AQuit	Pound	\$17.30
18	AlkAGEN AQ	Gallon	\$1.53
19	Sodium Hydroxide 25%	Gallon	\$2.47
20	Sodium Hydroxide 50%	Gallon	\$5.33
21	Sodium Hypochlorite	Gallon	\$2.36

*All product prices within this section include delivery, application equipment, ongoing maintenance, technical evaluation/support service, and technology licenses.

EQUIPMENT

The following table represents monthly costs for new installations installed at County facilities.

The Vendor shall work with the County on identifying the most cost-effective solutions for odor and corrosion issues. The County shall be charged the following rates based on airflow and H2S levels on sites with relatively stable hydrogen sulfide loading and typically low organic loads. This table represents primary vapor phase technology choices.

Primary Vapor-Phase Technologies Monthly Costs

ITEM	DESIGN AIR FLOW (cfm)	AVERAGE DESIGN H2S CONCENTRATION (ppmv)			
		A. <10	B. 10-150	C. 150-300	D. 300-500
1	Natural Draft	\$128.50	\$746.33	N/A	N/A
2	0-140	\$985.85	\$1,472.10	\$1,742.46	\$2,516.54
3	0-280	\$1,128.74	\$1,611.90	\$2,516.54	\$4,034.90
4	0-600	\$1,680.78	\$2,280.10	\$3,830.33	\$4,584.88
5	0-850	\$2,442.53	\$3,249.51	\$4,183.96	\$5,007.39
6	0-1150	\$2,685.14	\$3,569.22	\$4,432.74	\$5,522.42
7	0-1500	\$3,071.66	\$4,034.90	\$5,007.39	\$6,116.60
8	0-2000	\$3,386.23	\$4,240.50	\$6,008.66	\$7,020.21
9	0-3000	\$4,029.76	\$4,805.90	\$7,020.21	\$8,403.90
10	0-4000	\$4,495.44	\$5,522.42	\$8,403.90	\$11,873.40
11	0-5000	\$4,964.21	\$5,659.14	\$9,200.60	\$14,647.97
12	0-8000	\$7,689.44	\$8,635.20	\$11,765.46	\$16,139.60
13	0-12000	\$11,138.38	\$11,873.40	\$14,647.97	\$20,225.90
14	0-15000	\$12,101.62	\$13,240.64	\$22,881.22	N/A
15	0-18000	\$14,945.06	\$15,642.05	\$24,325.56	N/A

Notes:

1. A mobilization fee of two (2) times the monthly rental fee shall apply for all units. A demobilization fee of two (2) times the monthly rental fee shall apply for all units removed prior to 36 months after installation.
2. If a chemical scrubber is required, all applicable sodium hydroxide and bleach shall be charged in addition to the above.

Fully Automated Odor Control Products

1. H2S Monitor \$ 360.00/mo.
2. Advanced Dosing Controller&Monitor \$ 450.00/mo.

Monthly fee includes Internet access to data. The County shall be responsible for any necessary site improvements, utilities, and security required for the application of the products and services listed herein.

Professional Services:

<u>Description</u>	<u>Fee</u>
1. Engineer or Chemist	\$ 200.00/hr.
2. Technician	\$ 150.00/hr.
3. Professional Engineer(P.E.)	\$ 250.00/hr.

IN WITNESS WHEREOF this First Amendment of the Agreement has been signed and sealed,
in duplicate, by the respective Parties hereto.

DATED this 9 day of June, 2021 by the Lee County Board of County
Commissioners.

COUNTY: LEE COUNTY, FLORIDA

BY: Mary G. Tucker

Mary G. Tucker

Director of Procurement Management, on
behalf of the Board of County
Commissioners

APPROVED as to Form for the Reliance of
Lee County Only

BY: P. Chuck Lima
County Attorney's Office

DATED this 1 day of April, 2021 by Evoqua Water Technologies, LLC

ATTEST:

BY: J. R. Miller

Authorized Signature

See Attached Officer's Certificate
(Witness)

Jennifer R. Miller

Authorized Signature Printed Name

V.P. & G.M.

Authorized Signature Title

CORPORATE SEAL:



MAY 21 2018

**AGREEMENT FOR
Annual – Odor Control & Corrosion Services**

THIS AGREEMENT ("Agreement") is made and entered into as of the date of execution by both parties, by and between Lee County, a political subdivision of the State of Florida, hereinafter referred to as the "County" and Evoqua Water Technologies, LLC, a Delaware limited liability company authorized to do business in the State of Florida, whose address is 210 Sixth Avenue, Suite 3300, Pittsburg, PA 15222, and whose federal tax identification number is 80-0909020, hereinafter referred to as "Vendor."

WITNESSETH

WHEREAS, the County intends to purchase annual odor control & corrosion services from the Vendor in connection with "Annual – Odor Control & Corrosion Services" (the "Purchase"); and,

WHEREAS, the County issued Solicitation No. RFP170384ANB on October 6, 2017; and,

WHEREAS, the County evaluated the responses received and found the Vendor qualified to provide the necessary products and services; and,

WHEREAS, the County posted a Notice of Intended Decision on January 11, 2018; and,

WHEREAS, the Vendor has reviewed the products and services to be supplied pursuant to this Agreement and is qualified, willing and able to provide all such products and services in accordance with its terms.

NOW, THEREFORE, the County and the Vendor, in consideration of the mutual covenants contained herein, do agree as follows:

I. PRODUCTS AND SERVICES

The Vendor agrees to diligently provide all products and services for the Purchase in accordance with the project Specifications attached hereto and incorporated herein as Exhibit A. Vendor shall comply strictly with all of the terms and conditions of Solicitation No. RFP170384ANB, a copy of which is on file with the County's Department of Procurement Management and is deemed incorporated into this Agreement.

II. TERM AND DELIVERY

A. This Agreement shall commence immediately upon execution by both the County and the Vendor, and shall continue for three (3) years with the

option of renewal for three (3) additional one (1)-year periods upon the mutual written agreement of both parties.

- B. A purchase order or Notice to Proceed must be issued by the County before commencement of any work or purchase of any goods related to this Agreement.

III. COMPENSATION AND PAYMENT

- A. The County shall pay the Vendor in accordance with the terms and conditions of this Agreement for providing all products and services as set forth in Exhibit A, and further described in Exhibit B, Fee Schedule, attached hereto and incorporated herein. Said total amount to be all inclusive of costs necessary to provide all products and services as outlined in this Agreement, and as supported by the Vendor's submittal in response to Solicitation No. RFP170384ANB, a copy of which is on file with the County's Department of Procurement Management and is deemed incorporated into this Agreement.
- B. Notwithstanding the preceding, Vendor shall not make any deliveries or perform any work under this Agreement until receipt of a purchase order from the County. Vendor acknowledges and agrees that no minimum order or amount of product or work is guaranteed under this Agreement and County may elect to issue no purchase orders. If a purchase order is issued, the County reserves the right to amend, reduce, or cancel the purchase order in its sole discretion.
- C. All funds for payment by the County under this Agreement are subject to the availability of an annual appropriation for this purpose by the County. In the event of non-appropriation of funds by the County for the services provided under this Agreement, the County will terminate the contract, without termination charge or other liability, on the last day of the then current fiscal year or when the appropriation made for the then-current year for the services covered by this Agreement is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this Agreement, cancellation shall be accepted by the Vendor on thirty (30) days' prior written notice, but failure to give such notice shall be of no effect and the County shall not be obligated under this Agreement beyond the date of termination.

IV. METHOD OF PAYMENT

- A. The County shall pay the Vendor in accordance with the Local Government Prompt Payment Act, Section 218.70, Florida Statutes, upon receipt of the Vendor's invoice and written approval of same by the County indicating that the products and services have been provided in conformity with this Agreement.

- B. The Vendor shall submit an invoice for payment to the address indicated on the purchase order on a monthly basis for those specific products and services as described in Exhibit A (and the corresponding fees as described in Exhibit B that were provided during that invoicing period.
- C. For partial shipments or deliveries, progress payments shall be paid monthly in proportion to the percentage of products and services delivered on those specific line items as approved in writing by the County.

V. ADDITIONAL PURCHASES

- A. No changes to this Agreement or the performance contemplated hereunder shall be made unless the same are in writing and signed by both the Vendor and the County.
- B. If the County requires the Vendor to perform additional services or provide additional product(s) related to this Agreement, then the Vendor shall be entitled to additional compensation based on the Fee Schedule as amended to the extent necessary to accommodate such additional work or product(s). The additional compensation shall be agreed upon before commencement of any additional services or provision of additional product(s) and shall be incorporated into this Agreement by written amendment. The County shall not pay for any additional service, work performed or product provided before a written amendment to this Agreement.

Notwithstanding the preceding, in the event additional services are required as a result of error, omission or negligence of the Vendor, the Vendor shall not be entitled to additional compensation.

VI. LIABILITY OF VENDOR

- A. The Vendor shall save, defend, indemnify and hold harmless the County from and against any and all claims, actions, damages, fees, fines, penalties, defense costs, suits or liabilities which may arise out of any act, neglect, error, omission or default of the Vendor arising out of or in any way connected with the Vendor or subcontractor's performance or failure to perform under the terms of this Agreement.
- B. This section shall survive the termination or expiration of this Agreement.

VII. VENDOR'S INSURANCE

- A. Vendor shall procure and maintain insurance as specified in Exhibit C, Insurance Requirements, attached hereto and made a part of this Agreement.
- B. Vendor shall, on a primary basis and at its sole expense, maintain in full force and effect, at all times during the life of this Agreement, insurance

coverage (including endorsements) and limits as described in Exhibit C. These requirements, as well as the County's review or acceptance of insurance maintained by Vendor, are not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Vendor under this Agreement. Insurance carriers providing coverage required herein must be licensed to conduct business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of A- Class VII or better. No changes are to be made to these specifications without prior written specific approval by County Risk Management. To the extent multiple insurance coverages and/or County's self-insured retention may apply, any and all insurance coverage purchased by Vendor and its subcontractors identifying the County as an additional named insured shall be primary.

VIII. RESPONSIBILITIES OF THE VENDOR

- A. The Vendor shall be responsible for the quality and functionality of all products supplied and services performed by or at the behest of the Vendor under this Agreement. The Vendor shall, without additional compensation, correct any errors or deficiencies in its products, or if directed by County, supply a comparable replacement product or service.
- B. The Vendor warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Vendor), to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Vendor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Agreement.
- C. The Vendor shall comply with all federal, state, and local laws, regulations and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.
- D. Vendor specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:
 - 1) keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the services required under this Agreement;
 - 2) upon request from the County, 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 in Chapter 119, Florida Statutes, or as otherwise provided 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; and
- 4) meet all requirements for retaining public records and transfer, at no cost to the County, all public records in possession of Vendor 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 County in a format that is compatible with the information technology system of the County.

IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 239-533-2221, 2115 SECOND STREET, FORT MYERS, FL 33901, publicrecords@leegov.com; <http://www.leegov.com/publicrecords>.

- E. The Vendor is, and shall be, in the performance of all work, services and activities under this Agreement, an independent contractor. Vendor is not an employee, agent or servant of the County and shall not represent itself as such. All persons engaged in any work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Vendor's sole direction, supervision and control. The Vendor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Vendor's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees of the County. The Vendor shall be solely responsible for providing benefits and insurance to its employees.

IX. OWNERSHIP OF PRODUCTS

It is understood and agreed that all products provided under this Agreement shall become the property of the County upon acceptance by the County.

X. TIMELY DELIVERY OF PRODUCTS AND PERFORMANCE OF SERVICES

- A. The Vendor shall ensure that all of its staff, contractors and suppliers involved in the production or delivery of the products are fully qualified and capable to perform their assigned tasks.
- B. The personnel assigned by the Vendor to perform the services pursuant to this Agreement shall comply with the terms set forth in this Agreement.

- C. The Vendor specifically agrees that all products shall be delivered within the time limits as set forth in this Agreement, subject only to delays caused by force majeure, or as otherwise defined herein. "Force majeure" shall be deemed to be any unforeseeable and unavoidable cause affecting the performance of this Agreement arising from or attributable to acts, events, omissions or accidents beyond the control of the parties.

XI. COMPLIANCE WITH APPLICABLE LAW

This Agreement shall be governed by the laws of the State of Florida. Vendor shall promptly comply with all applicable federal, state, county and municipal laws, ordinances, regulations, and rules relating to the services to be performed hereunder and in effect at the time of performance. Vendor shall conduct no activity or provide any service that is unlawful or offensive.

XII. TERMINATION

- A. The County shall have the right at any time upon fifteen (15) days' written notice to the Vendor to terminate this Agreement in whole or in part for any reason whatsoever. In the event of such termination, the County shall be responsible to Vendor only for fees and compensation earned by the Vendor, in accordance with Section III, prior to the effective date of said termination. In no event shall the County be responsible for lost profits of Vendor or any other elements of breach of contract.
- B. After receipt of a notice of termination, except as otherwise directed, the Vendor shall stop work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or subcontracts for materials, services, or facilities except as necessary for completion of such portion of the work not terminated; terminate all vendors and subcontracts; and settle all outstanding liabilities and claims.
- C. The County's rights under this Agreement shall survive the termination or expiration of this Agreement and are not waived by final payment or acceptance and are in addition to the Vendor's obligations under this Agreement.

XIII. DISPUTE RESOLUTION

- A. In the event of a dispute or claim arising out of this Agreement, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Lee County, Florida, with the parties sharing equally in the cost of such mediation.

- B. In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.
- C. Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of Lee County, Florida, or where proper subject matter jurisdiction exists, in the United States District Court for the Middle District of Florida. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.
- D. This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Florida without regard to its conflict of laws principles.
- E. Unless otherwise agreed in writing, the Vendor shall be required to continue all obligations under this Agreement during the pendency of a claim or dispute including, but not limited to, actual periods of mediation or judicial proceedings.

XIV. STOP WORK ORDER

The County may, at any time, by written order to the Vendor, require the Vendor to stop all or any part of the work called for by this Agreement. Any order shall be identified specifically as a stop work order issued pursuant to this clause. This order shall be effective as of the date the order is delivered to the Vendor. Upon receipt of such an order, the Vendor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. The Vendor shall not resume work unless specifically so directed in writing by the County. The County may take one of the following actions:

1. Cancel the stop work order; or
2. Terminate the work covered by the order; or
3. Terminate the Agreement in accordance with provisions contained in Section XI.

In the event the County does not direct the Vendor to resume work, the stop work order may be converted into a notice of termination for convenience pursuant to Section XI. The notice period for such termination shall be deemed to commence on the date of issuance of the stop work order. In the event the County does not direct the Vendor to resume work within ninety (90) days, the Vendor may terminate this Agreement.

XV. VENDOR WARRANTY

- A. All products provided under this Agreement shall be new (unless specifically identified otherwise in Exhibit B and of the most suitable grade for the purpose intended.
- B. If any product delivered does not meet performance representations or other quality assurance representations as published by manufacturers, producers or distributors of the products or the specifications listed in this Agreement, the Vendor shall pick up the product from the County at no expense to the County. The County reserves the right to reject any or all materials if, in its judgment, the item reflects unsatisfactory workmanship or manufacturing or shipping damage. In such case, the Vendor shall refund to the County any money which has been paid for same.
- C. Vendor shall secure from the applicable third party manufacturers, and assign and pass through to the County, at no additional cost to the County, such warranties as may be available with respect to the equipment, parts and systems provided through the Purchase.

XVI. MISCELLANEOUS

- A. This Agreement constitutes the sole and complete understanding between the parties and supersedes all other contracts between them, whether oral or written, with respect to the subject matter. No amendment, change or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.
- B. The provisions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assignees of the parties hereto. A party to this Agreement shall not sell, transfer, assign, license, franchise, restructure, alter, or change its corporate structure or otherwise part with possession or mortgage, charge or encumber any right or obligation under this Agreement without the proposed assignee and/or party restructuring, altering or changing its corporate structure agreeing in writing with the non-assigning party to observe and perform the terms, conditions and restrictions on the part of the assigning party to this Agreement, whether express or implied, as if the proposed assignee and/or party restructuring, altering or changing its corporate structure was an original contracting party to this Agreement. Notwithstanding the foregoing provision, the Vendor may assign its rights if given written authorization by the County and claims for the money due or to become due to the Vendor from the County under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy without such approval from the County. Notice of any such transfer or assignment due to bankruptcy shall be promptly given to the County.

- C. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.
- D. The failure of the County to enforce one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.
- E. The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.
- F. Neither the County's review, approval or acceptance of, nor payment for, the products and services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
- G. If the Vendor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.
- H. Any notices of default or termination shall be sufficient if sent by the parties via United States certified mail, postage paid, or via a nationally recognized delivery service, to the addresses listed below:

Vendor's Representative:

Name: Charles Maltby

Title: Project Manager

Address: 2650 Tallevast Road
Sarasota, FL 34243

Telephone: 941-586-8813

Facsimile: 941-359-7985

E-mail: Charles.Maltby@evoqua.com

County's Representatives:

Names:	<u>Roger Desjarlais</u>	<u>Mary Tucker</u>
Titles:	<u>County Manager</u>	<u>Director of Procurement Management</u>
Address:	<u>P.O. Box 398</u>	
	<u>Fort Myers, FL 33902</u>	
Telephone:	<u>239-533-2221</u>	<u>239-533-8881</u>
Facsimile:	<u>239-485-2262</u>	<u>239-485-8383</u>
E-Mail:	<u>rdesjarlais@leegov.com</u>	<u>mtucker@leegov.com</u>

- I. Any change in the County's or the Vendor's Representative will be promptly communicated by the party making the change.
- J. Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.

K. In the event of conflicts or inconsistencies, the documents shall be given precedence in the following order:

1. Agreement
2. County's Purchase Order
3. Solicitation No. RFP170384ANB
4. Vendor's Submittal in Response to Solicitation No. RFP170384ANB

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date last below written.

WITNESS:

EVOQUA WATER TECHNOLOGIES, LLC

Signed By: See Attached Officer's Certificate

Signed By: [Signature]

Print Name: _____

Print Name: Jennifer R. Miller

Title: V.P. & G.M.

Date: 3/7/18

LEE COUNTY

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: [Signature]
CHAIR

DATE: 5-14-18

ATTEST:
CLERK OF THE CIRCUIT COURT
Linda Doggett, Clerk

BY: [Signature]
DEPUTY CLERK

Commissioner Cecil L. Pendergrass
Lee County Board of County Commissioners
District 2



APPROVED AS TO FORM FOR THE
RELIANCE OF LEE COUNTY ONLY:

BY: [Signature]
OFFICE OF THE COUNTY ATTORNEY

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.B.3.

Meeting Date: June 12, 2023

From: Aaliyah Davis, (Purchasing Manager)

Subject: Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a contract amendment with Brightview Landscape Services, Inc. for landscape maintenance services; and providing an effective date.

Staff Recommendation:

Staff recommends approval of the resolution authorizing execution of the amendment to an existing agreement with Brightview Landscape, Inc.

Analysis:

The purpose of these services is to include additional services due to labor shortages and failure to fill positions internally or through other methods such as temporary labor agencies. The services are to assist the Grounds Division of Public Works and Recreation with performing landscape and lawn maintenance duties such as general grounds maintenance (hedge trim, weed pulling, plant annuals, mulching, litter pickup, etc.), mowing (zero turn and rotary turf), and field preparation (dragging, raking, lining, general athletic field maintenance). Brightview will provide a total of six (6) employees disbursed between Public Works (4) and Recreation (2) at an hourly rate of \$26.15 for a 40-hour work week, five days a week.

Procurement Analysis:

The City has an existing Agreement for Landscape Maintenance Services on a continuing basis. This amendment is being made under the terms and conditions of that continuous services agreement.

Options:

1. Approve the resolution authorizing execution of the amendment to the existing agreement with Brightview Landscape Services, Inc. as presented; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

The current budget includes available personnel funds due to several vacancies to absorb this operating expense.

Account No. 001-5194-519-3410 & 001-8125-572-3410

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A
CONTRACT AMENDMENT WITH BRIGHTVIEW LANDSCAPE SERVICES,
INC. FOR LANDSCAPE MAINTENANCE SERVICES; AND PROVIDING AN
EFFECTIVE DATE.**

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

THAT the Mayor and City Clerk are hereby authorized to execute an agreement with BRIGHTVIEW LANDSCAPE SERVICES, INC. whose address is 401 Plymouth Road, Suite 500, Plymouth Meeting, Pennsylvania 19462 for LANDSCAPE MAINTENANCE,

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 12th day of June 2023.

Mayor

ATTEST:

City Clerk

MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING (“MOU”) is made and entered into effective this 12th day of June 2023 (the “Effective Date” irrespective of the dates of signature, which may be different from the Effective Date), by and between the **City of Leesburg, Florida**, a Florida Municipal Corporation, whose address is 501 West Meadow Street, Post Office Box 490630, Leesburg, Florida 34749 (hereinafter referred to as the “CITY”), and **Brightview Landscape Services, Inc.**, whose corporate address is 401 Plymouth Road, Suite 500, Plymouth Meeting, Pennsylvania 19462 (hereinafter referred to as the “CONTRACTOR”).

WHEREAS, on March 25, 2019 the CITY and CONTRACTOR entered into an Agreement whereby the CONTRACTOR agreed to provide landscape maintenance services in the CITY’S Right of Way (ROW) areas (hereinafter referred to as the “Agreement”).

WHEREAS, on March 28, 2022 the CITY and CONTRACTOR executed Amendment One extending the term, adjusting pricing, and allowing additional areas to be included with execution of a MOU by the CONTRACTOR and the CITY Manager.

WHEREAS, the CITY and CONTRACTOR wish to include temporary labor services to provide maintenance to additional service areas including grounds and facilities maintenance with execution by both parties.

NOW THEREFORE, in consideration of the mutual benefits accruing to the parties to this Agreement and from other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Recitals.** The recitals set forth above are true and correct and are hereby incorporated herein.
2. **Amendment.** The parties wish to include temporary labor as follows:
 - a) Per Attachment A – Public Works Labor Rate Fee Proposal
4 Employees at a unit rate of \$26.15/hour with a 40-hour week per employee (Monthly \$16,736.00)
 - b) Per Attachment A – Recreation Labor Rate Fee Proposal
2 Employees at a unit rate of \$26.15/hour with a 40-hour week per employee (Monthly \$8,369.24)
3. **Modification.** Except as specifically modified by this Amendment, all terms and conditions of the prior agreement shall continue in full force and effect as originally executed. Nothing herein shall be deemed or construed to amend or modify any other contract or undertaking between the CITY and the CONTRACTOR other than as defined above.
4. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which may be considered an original, but all of which together shall constitute but

one and the same instrument. This Agreement when signed by a party may be delivered by electronic mail or facsimile transmission with the same force and effect as if the same were an executed and delivered original, manually-signed counterpart.

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

BRIGHTVIEW LANDSCAPE SERVICES, INC.

By: _____

Printed: _____

Its: _____
(Title)

CITY OF LEESBURG, FLORIDA

James A. Burry Jr., Mayor

ATTEST:

J. Andi Purvis, City Clerk

Approved as to form:

William Watson, City Attorney

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.1.

Meeting Date: June 12, 2023

From: Robert Thilmony, (Gas 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 Troon Creek II, LLC, for the purpose of setting forth the terms under which the City will provide natural gas service to the development known as Troon Creek Preserve; and providing an effective date.

Staff Recommendation:

Staff recommends approval of a Gas Service Agreement with Troon Creek II, LLC.

Analysis:

Troon Creek II, LLC, is developing a subdivision located east of Radio Road and south of Poe Street in Leesburg known as Troon Creek Preserve. Section 22-7 of the Code of Ordinance requires the owner to utilize natural gas for 80 percent of the planned eighty - three units. The estimated cost of the infrastructure, which will be fully funded by the developer, is \$154,757.51.

Procurement Analysis:

N/A

Options:

- 1) Approve the Gas Service Agreement with Troon Creek II, LLC.; or
- 2) Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

Developer will place construction funds totaling \$154,757.51 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. 042-2099--532-xxxx
Project No. VARIOUS
WF No. WF1492149 & 1492152

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
TROON CREEK II, LLC, FOR THE PURPOSE OF SETTING FORTH THE
TERMS UNDER WHICH THE CITY WILL PROVIDE NATURAL GAS
SERVICE TO THE DEVELOPMENT KNOWN AS TROON CREEK
PRESERVE; 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 Troon Creek II, LLC, whose address is 643 Egret Place Drive, Winter Garden, Florida 34787, for the purpose of setting forth the terms under which the City will provide natural gas service to the development known as Toon Creek Preserve.

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 12th day of June 2023.

Mayor

ATTEST:

City Clerk

GAS SERVICE AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 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 Troon Creek II, LLC located at 643 Egret Place Drive, Winter Garden, Florida, 34787 (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):

021925000300005100

WHEREAS, development of the Property has been authorized in accordance with the master plan on file with the City for "Troon Creek Preserve" (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 "A" 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 eighty-three (83) 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 one hundred fifty-four thousand seven hundred fifty-seven dollars and fifty-one cents (\$154,757.51). 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: _____
Craig Rouhier Jr.
Manager
Troon Creek 2, LLC

Exhibit "A"

(Legal Description of Property and Utility Plan)

The Southwest 1/4 of the Southwest 1/4 of Section 2, Township 19 South, Range 25 East, Lake County, Florida; LESS the West 330 feet of the South 792 feet, and LESS the North 25 feet for road right-of-way.

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.2.

Meeting Date: June 12, 2023

From: Al Minner, (City Manager)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, approving the West Leesburg Community Development Corporation (WLCDC), American Recovery Grant Award; and providing an effective date.

Staff Recommendation:

Approve West Leesburg CDC American recovery program Grant Allocation proposal.

Analysis:

As priorities in the Craver Heights community change, a focus to reinvest in the area centers around in-fill housing. This method of redevelopment uses existing resources to provide affordable housing, removes blight and increases property values. As such, the West Leesburg Community Development Corporation, with the assistance of City Staff, proposes to use their \$750,000 ARP allocation in the following manner:

\$50,000 - An immediate operating contribution, as the FY 24 proposes to stop the WCDC subsidy.

\$200,000 - To purchase and renovate existing housing stock.

\$500,000 - To build on vacant lots as may be purchased or donated at another time.

Aside from the operations, funds will be provided for the WCDC as purchases are made.

Procurement Analysis:

N/A

Options:

1. Adopt 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, APPROVING THE WEST LEESBURG COMMUNITY
DEVELOPMENT CORPORATION (WLCDC), AMERICAN RECOVERY
GRANT AWARD; AND PROVIDING AN EFFECTIVE DATE.**

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

THAT the City Commission hereby authorizes the City Manager to dispense American recovery Funds to the West Leesburg Community Development Corporation in a manner consistent with the following spending plan as depicted in the attached proposal. Funds shall be used to:

Support WCDC Operations - \$50,000
Purchase Derelict Properties - \$200,000
Construct In-Fill Housing - \$500,000

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 12th day of June 2023.

Mayor

ATTEST:

City Clerk



West Leesburg Community Development Corporation
1041 CR 468, Suite 106 Leesburg, Florida 34748
Phone (352) 365-0947
Email: westleesburgcdc@gmail.com

Fred Griffin, Jr. President Mary Tucker Vice-President Samone Price- Treasurer Louis Ward- Secretary

May 30, 2023

Al Minner, City Manager
501 West Meadow Street
Leesburg, Florida 34748

Re: Coronavirus Local Fiscal Recovery Fund (CLFRF) for WLCDC Projects and Programs

Dear Mr. Minner:

Pursuant to the City of Leesburg having agreed to provide our agency funding from the American Rescue Plan (ARP), the West Leesburg Community Development Corporation (WLCDC) is pleased to provide this summary of planned projects for the allocated \$750,000 ARP funding.

The need for affordable and workforce housing is critical in the Carver Heights community. After considerable strategic planning, WLCDC Board has decided to focus on reducing the housing shortage in the Carver Heights community by providing \$500k for new housing construction and 200k for purchasing available homes for sale in the Carver Heights community. These homes will be renovated for resale back to qualified home purchasers.

WLCDC respectfully requests that the City of Leesburg immediately release the ARP \$750k so that we may begin the process of improving the quality of life for the Carver Heights community.

In addition, WLCDC would like the City of Leesburg to consider our organization for donation of 5 lots in District 1, which will further help us move forward with our plan to improve the Carver Heights community.

Mr. Minner, if you have any questions, please contact me at 352-217-9193 at your earliest convenience.

Warm Regards,

Fred Griffin, Jr. President, WLCDC



West Leesburg Community Development Corporation
1041 CR 468, Suite 106 Leesburg, Florida 34748
Phone (352) 365-0947

Email: westleesburgcdc@gmail.com

Fred Griffin, Jr. President Mary Tucker Vice-President Samone Price- Treasurer Louis Ward- Secretary

May 31, 2023

Al Minner, City Manager
501 West Meadow Street
Leesburg, Florida 34748

Re: Coronavirus Local Fiscal Recovery Fund (CLFRF) for WLCDC General Operation.

Dear Mr. Minner:

Pursuant to the City of Leesburg having agreed to provide our agency funding from the American Rescue Plan (ARP), the West Leesburg Community Development Corporation (WLCDC) is pleased to provide this summary of the remaining \$50,000 ARP funding that was not allocated in our housing letter submitted on May 30, 2023.

Due to the loss of our monthly stipend of \$950.00, the WLCDC operating account will take a major hardship, which our organization/community depended on for many years. WLCDC is requesting \$30,000 to be placed into an emergency money market account, and \$20,000 deposited into our organization account that will help offset our day-to-day operating expenses.

WLCDC respectfully requests that the City of Leesburg immediately release the ARP \$50k so that we may continue the process of improving the quality of life for the residents in West Leesburg.

Mr. Minner, if you have any questions, please contact me at 352-217-9193 at your earliest convenience.

Warm Regards,

Fred Griffin, Jr. President, WLCDC

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.3.

Meeting Date: June 12, 2023

From: Cliff Kelsey, (Public Works Director)

Subject: Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Lake County Water Authority Stormwater Grant Program Agreement to provide financial assistance for the Center Street Stormwater Retrofit Project Construction; and providing an effective date.

Staff Recommendation:

Staff recommends authorization of the execution of a Lake County Water Authority Stormwater Grant Program Agreement in the amount not to exceed \$276,740, or 80% of the bidding, construction management, and construction costs, whichever is less to help fund the Center Street Stormwater Retrofit Project Construction.

Analysis:

The Public Works Stormwater Division applied for and was subsequently awarded a \$106,500 grant from the Lake County Water Authority to help fund 75% of the land acquisition and engineering design of one of our top stormwater priorities. The Center Street Stormwater Retrofit project was identified and conceptually developed in the recently completed Stormwater Master Plan. One of the critical elements of planning and budgeting for the project is the acquisition of the real estate necessary to construct the project. When LCWA informed the City that they had a grant program with funding available, an expedited application was submitted. The City was awarded the grant which allowed the City to purchase the real estate necessary to move on to the design phase. The design is now complete and ready to move on to the construction phase. This additional grant will allow us to execute the project with financial assistance in the amount not to exceed \$276,740, or 80% of the bidding, construction management and construction project costs, whichever is less. The engineer's cost estimate to execute their design is \$196,540.48.

This project, when complete, will significantly impact the residents along Center Street as they currently do not have stormwater drainage and are prone to flooding. In addition to removing the blight of a vacant lot, this project will include water quality treatment measures that will improve the runoff that currently drains without treatment to Benton Pond. These measures will enable the City to remove large quantities of trash, oils, sediments, fine particles and nutrients from the stormwater runoff. The amount of Total Phosphorous this project is estimated to remove is 7.7 lbs/yr, which will help the City achieve its BMAP goals of pollutant and nutrient reduction of surface waters.

Procurement Analysis:

The engineer's cost estimate to execute the project is \$196,540.48 and the grant, if approved, will provide up to \$276,740, or 80% of the bidding, construction management, and construction costs, whichever is less. The remainder will be funded by the City's Stormwater Division.

Options:

1. Execute the grant agreement with Lake County Water Authority; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

By executing this agreement the City receives up to \$276,740, or 80% of the bidding, construction management and construction project costs, whichever is less.

Account No. 014-0000-337-3700

WF No. WF1447473

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A
LAKE COUNTY WATER AUTHORITY STORMWATER GRANT PROGRAM
AGREEMENT TO PROVIDE FINANCIAL ASSISTANCE FOR THE CENTER
STREET STORMWATER RETROFIT PROJECT CONSTRUCTION; 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 LAKE COUNTY WATER AUTHORITY, whose address is whose address is 27351 SR 19, Tavares, FL 32778-3119, for financial assistance for the Center Street Stormwater Retrofit project.

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 12th day of June 2023.

Mayor

ATTEST:

City Clerk

**LAKE COUNTY WATER AUTHORITY
2023 STORMWATER GRANT PROGRAM
AGREEMENT TO FUND CITY OF LEESBURG
CENTER STREET STORMWATER RETROFIT (Phase 2)**

THIS AGREEMENT is made and entered into by and between the LAKE COUNTY WATER AUTHORITY, whose address is 27351 SR 19, Tavares, FL 32778-3119 (hereinafter referred to as the “Authority”) and THE CITY OF LEESBURG, whose address is 550 S. 14th St., P.O. Box 490630, Leesburg, FL 34749, (hereinafter referred to as “Grantee” or “Recipient”), a body of local government within Lake County, Florida, to provide financial assistance for the Center Street Stormwater Retrofit project.

WITNESSETH:

WHEREAS, the Authority, is authorized and governed by Chapter 2005-314, Laws of Florida, for the purposes, among others, of controlling and conserving the fresh water resources of Lake County, preserving, protecting, and improving the fish and aquatic wildlife of the county, and protecting the freshwater resources by assisting local governments in the treatment of stormwater runoff, and

WHEREAS, the reduction and ultimate elimination of untreated stormwater into our public waterways will ultimately benefit the ecology of our waterways and the residents and tourists that use them, and

WHEREAS, it is desirable for the Authority to assist the local governments of Lake County in a coordinated effort through the provision of grant funds to reduce the influx of untreated stormwater into the publicly owned waterways of Lake County, and

WHEREAS, Phase 2 of the Grantee’s project consists of bidding, construction management, and construction of a new stormwater pond and retrofit to treat run-off discharging into Benton Pond from Center Street, hereinafter referred to as the "PROJECT"; and

WHEREAS, the Authority considers Grantee’s PROJECT worthwhile and desires to assist Grantee in the funding of the PROJECT.

NOW, THEREFORE, the Authority and Grantee, in consideration of the mutual terms, covenants and conditions set forth herein, agree as follows:

In consideration of the mutual benefits to be derived here from, the Authority and the Grantee do hereby agree as follows:

1. The Grantee does hereby agree to perform and/or construct its PROJECT, in accordance with the terms and conditions set forth in this Agreement, **Attachment A, Grant Work Plan**, and all attachments and exhibits named herein, which are attached hereto and incorporated by reference. For purposes of this Agreement, the terms “Contract” and

“Agreement” and the terms “Grantee”, “Recipient” and “Contractor”, are used interchangeably.

2. This Agreement shall begin upon the date it has been executed by both parties and terminate no later than **twenty-four (24) months** thereafter. The Grantee shall not be eligible for reimbursement for any work performed or land purchased prior to the date this Agreement has been executed by both parties. This Agreement may be amended to provide for additional services if additional funding is made available by the Authority.
3. A. For the improvement of water quality in the receiving Lake County waterbody by the Grantee under the terms of this Agreement, the Authority shall provide grant monies to the Grantee, on a cost reimbursement basis, in an amount not to exceed **\$276,740 (Two Hundred Seventy-six Thousand and Seven Hundred and Forty Dollars)**, or 80% (Eighty Percent) of the bidding, construction management, and construction PROJECT costs, whichever is less, for a portion of the Grantee’s water quality enhancement PROJECT, outlined in **Attachment A**, Grant Work Plan. The parties agree that the Grantee is responsible for providing at least a minimum match of **\$69,181 (Sixty-nine Thousand One Hundred and Eighty-one Dollars)**, or 20% (Twenty Percent) of the grant funded water quality enhancement portion of the PROJECT described in **Attachment A** for bidding, construction management, and construction costs. The property purchased by the Grantee will have a stormwater easement placed on it to prevent the future construction or placement of any structure, building, or other surface improvements, whether temporary or permanent, for anything other than stormwater management purposes. This agreement will need to be in place before any reimbursements are provided by the Authority for the PROJECT. Regardless of the amount of this grant, expenditures by Grantee which are determined, in the sole discretion of the Authority, to be unrelated to the enhancement of water quality in the receiving waterbody, will not be funded or reimbursed by the Authority. If the Grantee finds, after receipt of competitive bids, that the work described in **Attachment A** cannot be accomplished for the current estimated project cost, the parties hereto agree to modify the Grant Work Plan described in **Attachment A** to provide for the work that can be accomplished for the funding identified above.

(1) Payments shall further be conditioned upon the following:

- i. That funding from the Authority shall only be applied toward the portion of the project that treats the existing impervious areas and not future development, nor shall the Authority fund the repair of stormwater pipes.
- ii. That Grantee shall provide the Authority the necessary invoices and other documentation sufficient to evidence that Grantee has incurred the actual expense;
- iii. That Grantee shall provide the Authority written verification, provided by a person duly authorized by Grantee to so verify, that Grantee has incurred the actual expense;

- iv. That Grantee shall provide sufficient evidence to demonstrate that the reimbursable expenses are directly related to the water quality enhancement portion of the PROJECT.

(2) The reimbursements will have the following conditions:

- a. The Authority shall make reimbursements to Grantee within thirty (30) days of timely submitted invoices by Grantee, complete with the appropriate support documentation and any additional information requested by the Authority, which shall be submitted to the Authority at the following address:

LAKE COUNTY WATER AUTHORITY
27351 SR 19
Tavares, Florida 32778

- b. Grantee shall not use any Authority funds for purposes not specifically identified in the Grant Work Plan.
- c. The Authority shall have no obligation to reimburse Grantee for any costs under this Agreement until construction of the PROJECT has been completed.
- d. The Authority's performance and payment pursuant to this Agreement is contingent upon the Authority's Board of Trustees appropriating funds for the PROJECT.

- B. Upon completion of the PROJECT, the Grantee shall submit a written payment request, including a final project report containing before and after photographs and as-built plans, to the Authority's Grant Manager. The Grant Manager shall have thirty (30) calendar days within which to review the request. The Grantee shall be reimbursed on a cost reimbursement basis for all eligible water quality enhancement project costs, not to exceed the maximum grant amount. In addition to the payment request, the Grantee must provide from its accounting system a listing of expenditures made under this Agreement. The listing shall include, at a minimum, a description of the goods and/or services purchased, and date of the transaction, voucher number, amount paid, and vendor name.
- C. In addition to the invoicing requirements contained in paragraph 3.B. above, the Authority may request proof of transactions, such as invoices and payroll registers. If requested by the Authority, Grantee shall provide this additional information within 30 calendar days of such request.

4. The Authority's performance and obligation to pay under this Agreement is contingent upon an annual budget allocation by the Board of Trustees. The parties hereto understand that this Agreement is not a commitment of future budget allocations.
5. The Grantee shall submit written quarterly progress reports describing the PROJECT work performed, problems encountered, problem resolution, schedule updates and proposed work for the next reporting period. Quarterly reports shall be submitted to the Authority's Grant Manager no later than twenty (20) days following the completion of the quarterly reporting period. It is understood and agreed by the parties that the term "quarterly" shall reflect the calendar quarters ending March 31, June 30, September 30, and December 31. The Authority's Grant Manager shall have ten (10) calendar days to review deliverables submitted by the Grantee.
6. The Grantee shall recognize the Authority by erecting a sign at the site indicating the Authority's funding assistance for the project. The Authority's Grant Manager shall review and approve the sign prior to placement.
7. The Grantee agrees that it shall be solely responsible for the construction, operation, maintenance and/or failure of operation and/or maintenance of its PROJECT and/or stormwater system, and for its acts of omission and/or commission and for the negligent and/or wrongful acts of itself, its employees and agents. However, nothing contained herein shall constitute a waiver by Grantee of its sovereign immunity or the provisions of Section 768.28, Florida Statutes.
8. The Authority may terminate this Agreement at any time in the event of the failure of the Grantee to fulfill any of its obligations under this Agreement. Prior to termination, the Authority shall provide thirty (30) calendar days written notice of its intent to terminate this Agreement and shall provide the Grantee an opportunity to consult with the Authority regarding the reason(s) for termination, and to remedy the deficiencies, if possible.
9. This Agreement may be unilaterally canceled by the Authority for refusal by the Grantee to allow public access to all documents, papers, letters, or other material made or received by the Grantee in conjunction with this Agreement, unless the records are exempt from Article I, Section 24(a), Florida Constitution and Chapter 119, Florida Statutes.
10. The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. The Authority, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five years following Agreement completion. In the event any work is subcontracted, the Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes.
11. A. The Grantee may subcontract work under this Agreement without the prior written consent of the Authority's Grant Manager. The Grantee agrees to be responsible for the fulfillment of all work elements included in any subcontract and agrees to

be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the Grantee that the Authority shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

- B. The Authority supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. It is encouraged that the award of subcontracts reflects the full diversity of the citizens of the State of Florida.
12. Nothing in this Agreement shall create, or be implied to create, any relationship between the Authority and any subcontractor of Grantee, nor any ownership, liability or responsibility of the Authority with respect to the stormwater system of Grantee.
 13. Nothing in this Agreement shall be construed to benefit any person or entity not a party to this Agreement.
 14. The Grantee shall comply with all applicable federal, state and local rules and regulations in its construction, performance and/or operation of the PROJECT. The Grantee acknowledges that this requirement includes compliance with all applicable federal, state and local health and safety rules and regulations. The Grantee further agrees to include this provision in all subcontracts issued as a result of this Agreement.
 15. The Authority's Grant Manager for this Agreement is identified below.

Steve Crawford
Water Resources Director
Lake County Water Authority
27351 SR 19
Tavares, FL 32778-3119
Telephone No.: (352) 324-6141 ext. 125
Fax No.: (352) 324-6364
E-mail Address: scrawford@lcwa.org

16. The Grantee's Grant Manager for this Agreement is identified below.

Ryan Gerdon
Administrative Services Coordinator
City of Leesburg
550 S. 14th St., P.O. Box 490630, Leesburg, FL 34749
Telephone No.: (352) 705-0248
E-Mail Address: Ryan.gerdon@leesburgflorida.gov

17. To the extent required by law, the Grantee will be self-insured against, or will secure and maintain during the life of this Agreement, Workers' Compensation insurance for all of its employees connected with the work of this project and, in case any work is subcontracted, the Grantee shall require the subcontractor(s) to provide Workers' Compensation Insurance for all of the subcontractors' employees, unless such employees are covered by the protection afforded by the Grantee. All such self-insurance programs or insurance coverage shall comply fully with the Florida Workers' Compensation law. In case any class of employees are engaged in hazardous work under this Agreement, and are not protected under Workers' Compensation statutes, the Grantee shall provide, and shall cause each subcontractor to provide, adequate insurance, consistent with Grantee's primary insurance coverage, for the protection of all such employees not otherwise protected.
18. The parties specifically agree that Grantee is an independent contractor, and is not an agent, representative, or employee of the Authority. Grantee agrees to carry adequate liability insurance coverage and other appropriate forms of insurance coverage, consistent with Grantee's primary insurance coverage. The Authority shall have no liability except as to the payment of grant monies as provided above.
19. The Grantee covenants that it presently has no interest, and shall not acquire any interest, which would conflict in any manner or degree with the performance of services required.
20. The purchase of non-expendable personal property or equipment costing \$1,000 or more is not an authorized reimbursable expense under the terms of this Agreement.
21.
 - A. No person, on the grounds of race, creed, color, national origin, age, sex, or disability, shall be excluded from participation in, be denied the proceeds or benefits of, or be otherwise subjected to discrimination in performance of this Agreement.
 - B. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and posting the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at 850/487-0915.
22. This Agreement represents the entire agreement of the parties. Any alterations, variations, changes, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly signed by each of the parties hereto, and attached to the original of this Agreement, less otherwise provided herein.

23. The Grantee agrees that the PROJECT is not to be used to offset additional stormwater treatment requirements that may be imposed upon the Grantee as a result of future redevelopment located within the treatment basin.

(Rest of page intentionally blank)

IN WITNESS WHEREOF, the parties hereto, or their lawful representatives, have executed this Agreement on the day and year set forth next to their signatures below.

LAKE COUNTY WATER AUTHORITY

_____	By: _____	_____
Witness	LCWA, Executive Director	Date
	Federal ID#: 59-6018003	

CITY OF LEESBURG

_____	By: _____	_____
Witness	City of Leesburg, Mayor	Date
	Federal ID#: 59-6000362	

List of attachments/exhibits included as part of this Agreement:

Specify Type	Letter/ Number	Description (includes number of pages)
Attachment	A	LCWA - Stormwater Grant Application (10 pages)

Attachment A

November 22, 2022

Lake County Water Authority
27351 SR 19
Tavares, FL 32778

Dear Mr. Crawford,

The City of Leesburg respectfully requests funding for the Center Street Stormwater Retrofit Project through the Lake County Water Authority's Stormwater Treatment Grant. The project involves the acquisition of land and the construction of a water quality treatment system utilizing a sediment box and dry retention area next to Benton Pond. As a reminder, this project is proposed strictly for the purpose of addressing polluted discharges to a waterbody and is not part of a flooding project.

There are several special circumstances the Lake County Water Authority should be aware of regarding this proposed project. The first is that this project would not have been possible without the assistance of the Authority. Because of your previous funding, the City of Leesburg has successfully negotiated contracts for the purchase of the required lands and is scheduled for closing early in January. The City was not awarded any of the necessary funds for construction. Without assistance from the Lake County Water Authority, any further progress on this water quality project will likely be substantially delayed.

Because of these extraordinary conditions, we respectfully request that the Lake County Water Authority consider assisting the City of Leesburg in the construction and completion of this beneficial project. Please feel free to contact me regarding this request and to discuss any other potential options that may assist in securing the necessary grant funding.

Sincerely,

Ryan Gerdon
Deputy Director,
City of Leesburg
Cell: (352) 705-0248



**LAKE COUNTY
WATER AUTHORITY**

27351 State Road 19 - Tavares, FL 32778
(352) 324-6141

Stormwater Treatment Grant - Application Form

The Lake County Water Authority (LCWA) initiated a grant program for stormwater retrofitting projects beginning in fiscal year 1996. The grant program targeted municipality/community projects within Lake County that were aimed at enhancing water quality within our waterbodies. The Stormwater Treatment Grant will be administered through the Lake County Water Authority and evaluated by a Technical Evaluation Team (TET), with final award of available grant funds by the LCWA Board of Trustees

For fiscal year 2022-2023, \$1,000,000 has been made available to fund this grant program. At the complete discretion of the LCWA Board of Trustees, these funds may be directed to one or more applicants. The LCWA encourages applicants to submit joint community projects where applicable. Priority will be given to capital improvement projects that are ready for construction or implementation, especially where funds can be fully expended or encumbered by the end of fiscal year 2024 (September 30, 2024). The applicant may include land acquisition cost if the purchase must be made specifically to implement the project. Costs for stormwater studies and engineering design associated with construction and/or alternative technologies that can be demonstrated to provide pollutant removal may be included. These projects may receive a lower prioritization than projects that are ready for construction. All applicants must provide an estimate of pollutant loading in the application. Projects submitted without an estimate of pollutant loading may be excluded from further consideration.

The Stormwater Treatment Grant Program is intended to fund the removal of pollutants that are currently discharging into our lakes and wetlands. **The program is not intended to fund the treatment of any new or re-developed areas to meet local, state, or federal stormwater permitting requirements.** The program is further not intended to fund mitigation of flooding problems or system repairs with little or no amount of pollution removal. The applicant will be responsible for all maintenance and operation cost associated with each project.

The Lake County Water Authority shall receive applications no later than 4:00 p.m. December 9, 2022 to be considered. The TET will act upon the individual applications in the form of a recommendation by January 18, 2023. TET's formal recommendations will then be sent along with the accompanying applications to the LCWA Board of Trustees for their review. It is anticipated, the Lake County Water Authority Board of Trustees will discuss the Technical Evaluation Team's recommendation and make their formal award

of the grant(s) during their regularly scheduled meeting on February 15, 2023. Actual payment will be in the form of a reimbursement to the municipality/community of the proposed project in accordance with approved plans as submitted. Payment will not be provided for work initiated prior to contract execution.

Please provide an electronic submittal (CD or flash drive) of the grant application. There is no limit to the number of projects that can be submitted.

Applicant Information

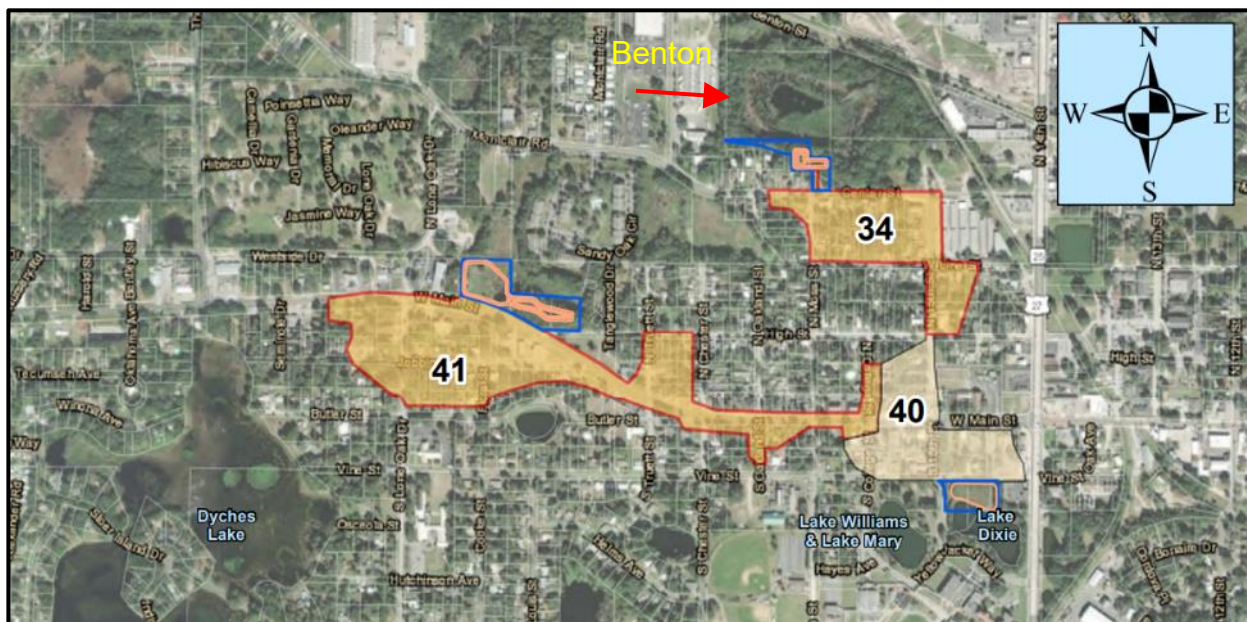
Municipality or Community Name City of Leesburg	Contact Ryan Gerdon
Phone Number (352) 705-0248	Title Deputy Director of Public Works
Project Name Center St. Stormwater Retrofit	E-mail Ryan.gerdon@leesburgflorida.gov
Mailing Address 550 S. 14 th St., P.O. Box 490630, Leesburg, FL 34749-0630	
Federal ID Number 59-6000362	

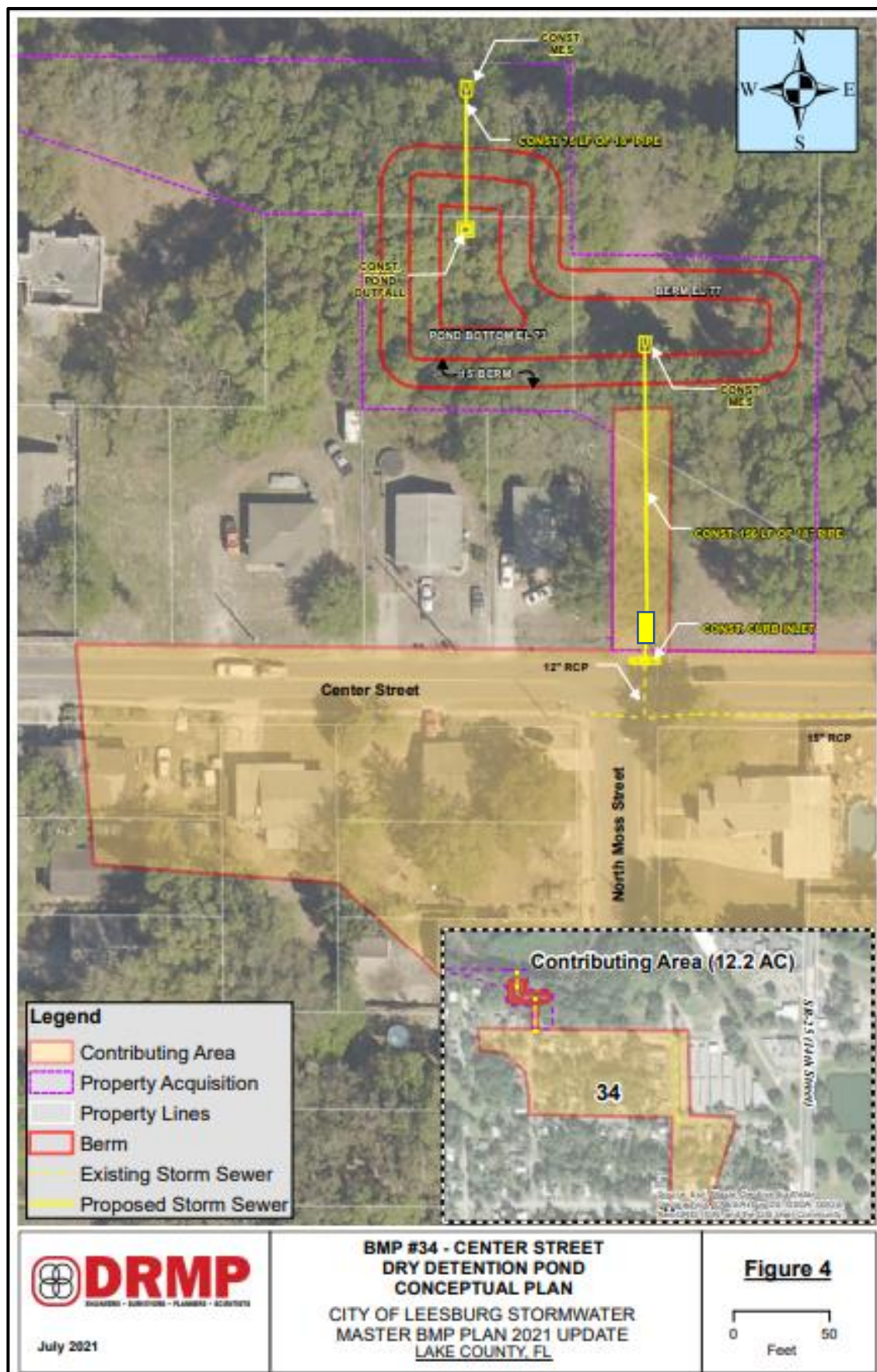
Location Maps

Please provide the following required information

- ☐ Location of proposed stormwater treatment (attach legible aerial photographs, maps or other materials to adequately depict the watershed, receiving water, and area of the proposed treatment including names of affected water bodies and street names where appropriate).

This grant application will retrofit an existing outfall to Benton Pond within the City of Leesburg. The basin and lake are located to the west of U.S. Highway 27 and North of Main Street. The Project is identified in the city's newly completed Stormwater Master Plan and on the following maps as Project #34:





Please provide input on the following criteria that will be evaluated:

- ☐ **Overall Project:** Description of proposed stormwater treatment project. Discuss the technical merits of the project. Provide the associated cost estimate for portion related to water quality treatment. Include an estimate for any additional work if the stormwater element is part of a larger project, the schedule with a completion date, and the estimated operation/maintenance plan for the proposed project. **(14 points max)**

In the newly completed Stormwater Master Plan, the City proposes retrofitting a residential and commercial basin that drains without treatment to Benton Pond. The current residential and commercial streets utilize curb and gutters to convey stormwater downhill to a ditch bottom inlet with a discharge pipe that moves polluted water northward into the pond. Next to the inlet is a large concrete flume that carries stormwater during higher flows into a sandy trash filled meandering ditch that carries pollutants and considerable amounts of sediments into the pond. This project is strictly for water quality treatment purposes.

With the assistance of the LCWA, the City has negotiated and executed a contract to purchase 4 residential lots totaling 1.4 acres. These lots will be utilized to construct a dry retention pond for the treatment of urban pollutants from highly developed areas. A contract with an engineering firm for the design and permitting of the treatment system is currently being negotiated by city staff.



This portion of the project involves the bidding, construction management, and construction of the new stormwater treatment retrofit.

The construction consists of replacing the existing concrete flume and ditch bottom inlet at the street with a curb inlet and attached sediment box. The sediment box was not included in the Stormwater Master Plan but it will allow city staff to easily remove the large quantities of trash, oils, and sediments next to the street prior to decanting the remaining particulates and dissolved pollutants into the new retention pond for treatment. The following cost estimate from the engineer includes the addition of the proposed sediment box:

Estimate of Probable Project Cost					
Item	Description	Unit	Quantity	Unit Price	Cost
Construction Cost					
1	Mobilization (10% of Total)	LS	1	\$ 21,609.28	\$ 21,609.28
2	Maintenance of Traffic (6% of below items)	LS	1	\$ 12,965.57	\$ 12,965.57
3	Erosion and Sefiment Control	LS	1	\$ 5,200.00	\$ 5,200.00
4	Clearing and Grubbing	AC	0.8	\$ 20,000.00	\$ 16,000.00
5	Excavation	CY	209	\$ 9.00	\$ 1,881.00
6	Embankment	CY	5,230	\$ 10.00	\$ 52,300.00
7	Inlet, Curb Type P-6, >10'	EA	1	\$ 6,800.00	\$ 6,800.00
8	18-inch Mitered End Section	EA	2	\$ 1,900.00	\$ 3,800.00
9	18-inch Pipe	LF	231	\$ 87.00	\$ 20,097.00
10	Inlet, Ditch Bottom, Type C, >10' (Pond Outfall Structure)	EA	1	\$ 6,200.00	\$ 6,200.00
11	Performance Turf (Sod)	SY	1,122	\$ 3.40	\$ 3,814.80
12	3rd Generation Sediment Box	EA	1	\$ 100,000.00	\$ 100,000.00
Subtotal:					\$ 250,667.65
Contingency (20%):					\$ 50,133.53
Construction Total					\$300,801.18
Engineering Cost					
Construction Administration and Testing		15% of Construction Total		\$ 45,120.18	
Total Estimated Project Cost					\$345,921.35

Schedule:

Land Acquisition – Complete in January

Engineering Design – 5 months

Permitting – 4 months

Bidding and Approval – 5 months

Construction – 5 months

Total for Completion – 19 months

The City will be responsible for maintaining the retention pond and sediment box. Regular inspections will determine the frequency of necessary cleanings. The City plans to perform an annual inspection of the retention pond and quarterly inspections and cleanings of the sediment box. The City will adjust their cleaning schedules based on the results of their inspections.

- ☐ **Status of Project:** Which phases of the project have been completed? Provide realistic completion dates for the remaining phases. Requested contract time from the date of award to the completion of the project. **(5 points max)**

Conceptual - Completed
Study - Completed
Design – May 2023
Permits – August 2023
Bid Packages Prepared – October 2023
Time from Award to Project Completion – Within Twenty Months

- **Public Benefit:** Identify the receiving waterbody. Explain the type of existing public access to the receiving waterbody (Public Ramps, Public Docks, Adjacent Public Parks, etc.). Discuss the expected public benefit by implementing the project. **(19 points max)**

Benton Pond is a 7.5 acre lake that is surrounded by natural wooded areas and broad natural littoral zones. The City has a bike trail on the northern side of the lake that has the potential to serve as a scenic stop for travelers. Leesburg has received a verbal commitment from a property owner on the NW corner of the lake to donate 2.6 acres. The acquisition of this additional parcel greatly increases the public's access and potential use of the waterbody.



Stormwater from highly developed areas have resulted in the creation of a highly eroded ditch from the pipe and concrete flume along Center Street to Benton Pond. This eroded ditch conveys significant amounts of sediment into the lake forming an ever-increasing delta that is filling the lakes natural littoral zone. In addition, these regular discharges wash considerably high volumes of road trash into the waterbody. The construction of this project will dramatically reduce the volume of sediments, nutrients, trash, and oils that are currently washing into the lake with each storm event.

□ **Pollutant Removal:** Identify the size of the area (in acres) proposed for treatment, the percent of the watershed that is impervious, the types of pollutants targeted for removal, and the type and percent efficiency of the treatment method selected. Estimate the pounds of the target pollutants that will be removed per year and identify the method used to calculate these totals. Include the acreage and volume of any retention ponds as well as any soil information that may be available. **(29 points max)**

The Center Street outfall is a 12.2-acre basin composed of medium density residential, commercial, and institutional land uses. Fifty-seven percent of the basin is composed of impervious areas. The selected treatment train includes a sediment/litter trap followed by a dry retention pond that is capable of storing 0.2 inches of runoff from the entire contributing basin.

The Florida Department of Environmental Protection determined that dry retention ponds are highly effective in removing 80% to 90% of the Total Phosphorus and Nitrogen in stormwater runoff. By utilizing the sediment box near the curb inlet, additional pollutants such as trash, oil, and sediments will be separated and removed prior to treatment in the dry pond. Currently, little stormwater treatment occurs prior to the water discharging into Benton Pond. The design engineers at DRMP estimate utilizing BMPTRAINS Software that the Total Phosphorus removal for the dry pond alone without the added sediment box is 7.7 lbs./yr. Utilizing the sediment box for pretreatment prior to discharging to the proposed retention pond will further increase Total Phosphorus removal by at least an additional pound per year.

The proposed retention pond is 0.22 acres in size and capable of storing a maximum of 0.54 ac.-ft. The soils in the basin are predominately HSG "A" with "A, B, and D" as you move down the pond site toward the pond's littoral zone

- ☐ **Type of Project:** What type of project is proposed by the applicant? **(15 points max)**

(Circle appropriate answer)

Stormwater Construction Only	15 points
Engineering Design and Construction	9 points
Engineering Design, Construction, and Land Acquisition	6 points
Stormwater Study	3 points
Other Pollutant Removal Items	0 points

- ☐ **Cost Sharing:** What level of cost sharing is requested (stormwater element only)? **(15 points max)**

(Enter appropriate percentage in correct category)

_____ %	0 to 25% LCWA reimbursement of project cost	15 points
_____ %	26 to 50% LCWA reimbursement of project cost	12 points
_____ %	51 to 75% LCWA reimbursement of project cost	6 points
100 %	76 to 100% LCWA reimbursement of project cost	3 points

- ☐ List additional funding partners and amount of proposed funding (stormwater element only)

Agency	Amount	Percentage
None		
Total		100



Opinion of Probable Cost

Date:5/22/2023

Rev'd Date:					
Item No.	Item Description	Qty.	Unit	Unit Cost (\$)	Extended Cost (\$)
MISCELLANEOUS					
1	Construction Layout	LS	1	\$ 5,000.00	\$ 5,000.00
2	Material Testing & Geotechnical Investigation	LS	1	\$ 6,000.00	\$ 6,000.00
3	Certified As-builts	LS	1	\$ 4,000.00	\$ 4,000.00
4	Mobilization	LS	1	\$ 15,000.00	\$ 15,000.00
5	Demolition	LS	1	\$ 7,500.00	\$ 7,500.00
6	MOT	LS	1	\$ 6,500.00	\$ 6,500.00
7	Concrete Driveway Entrance	SY	50	\$ 110.00	\$ 5,500.00
8	Power Pole Relocaiton	LS	1	\$ 4,500.00	\$ 4,500.00
TOTAL					\$ 54,000.00
EARTHWORK					
1	Clearing and Grubbing	0.85	AC	\$ 25,000.00	\$ 21,250.00
2	Embankment	350	CY	\$ 15.00	\$ 5,250.00
3	Pond Exavation	2000	CY	\$ 8.00	\$ 16,000.00
4	Silt Fence	1120	LF	\$ 3.20	\$ 3,584.00
5	Construciotn Entrance	1	EA	\$ 4,500.00	\$ 4,500.00
6	Inlet Protection	2	EA	\$ 250.00	\$ 500.00
7	Performance Turf (Sod)	2150	SY	\$ 5.00	\$ 10,750.00
SUBTOTAL					\$ 61,834.00
DRAINAGE					
1	Inlet Curb Type P-5 <10'	1	EA	\$ 7,500.00	\$ 7,500.00
2	Connect Existing Stormpipe	1	LS	\$ 2,500.00	\$ 2,500.00
3	24" RCP Stormpipe	30	LF	\$ 145.00	\$ 4,350.00
4	24" Mitered End Section	1	EA	\$ 4,100.00	\$ 4,100.00
5	Concrete Flume	1	LS	\$ 9,500.00	\$ 9,500.00
6	Overflow Weir (Concrete)	1	LS	\$ 12,500.00	\$ 12,500.00
7	Riprap-Rubble	15	CY	\$ 500.00	\$ 7,500.00
SUBTOTAL					\$ 47,950.00
TOTAL					\$ 163,784.00
CONTINGENCY (20%)					\$ 32,756.80
TOTAL COST ESTIMATE					\$ 196,540.80

Notes: Quantities shown are approximate. It is the contractor's responsibility to determine the quantities required.

Unit Costs determined based on industry standards and FDOT Item Average Unit Cost



Second Solicitation - 2022 Stormwater Grant Program

Please provide input on the following criteria that will be evaluated:

- ☐ **Overall Project:** Description of proposed stormwater treatment project. Discuss the technical merits of the project. Provide the associated cost estimate for portion related to water quality treatment. Include an estimate for any additional work if the stormwater element is part of a larger project, the schedule with a completion date, and the estimated operation/maintenance plan for the proposed project. (14 points max)

In the newly completed Stormwater Master Plan, the City proposes retrofitting a residential and commercial basin that drains without treatment to Benton Pond. The current residential and commercial streets utilize curb and gutters to convey stormwater downhill to a ditch bottom inlet with a discharge pipe that moves polluted water northward into the pond. Next to the inlet is a large concrete flume that carries stormwater during higher flows into a sandy trash filled meandering ditch that carries pollutants and considerable amounts of sediments into the pond. This project is strictly for water quality treatment purposes.

The City proposes to purchase 4 residential lots totaling 1.4 acres in order to construct a dry retention pond for the treatment of pollutants. This project needs to proceed as soon as possible because the necessary lots for the construction of the retention pond are currently listed on the real estate market. With the dramatic increases in property values and sales, these parcels may quickly become unavailable.



City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.4.

Meeting Date: June 12, 2023

From: Dan Miller, (Planning and Zoning Director), Christine Rock, (Senior Planner)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, accepting and approving a plat for Villages of West Lake Unit No. 84, a subdivision of the City of Leesburg, Florida, being a portion of Section 9, Township 20 South, Range 24 East, Lake County, Florida, and accepting and dedicating to the use of the public any easements or public places shown thereon as being dedicated to the public; and providing an effective date. (Villages of West Lake Unit No. 84)

Staff Recommendation:

Staff recommends approval of the plat for Villages of West Lake Unit No. 84 Subdivision.

Analysis:

The property is generally located north of County Road 470 and east of the Florida Turnpike. The proposal is for approval of a plat consisting of 121 single-family residential lots. The review process for zoning, site plan and construction plans has been completed. Approval of this plat will complete the project review process and allow for the applicant(s) to apply for building permits, construct, and sell homes within this new subdivision.

Procurement Analysis:

N/A

Options:

1. Approve the request for a plat of the new Villages of West Lake Unit No. 84 subdivision; or
2. Other such action as the Commission may deem appropriate.

Fiscal Impact:

No direct fiscal impact will result from this action. However, a future positive fiscal impact will result from the completion of the homes to be constructed in this project, in the form of ad valorem taxes, impact fees and utility fees.

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, ACCEPTING AND APPROVING A PLAT FOR VILLAGES OF WEST LAKE UNIT NO. 84, A SUBDIVISION OF THE CITY OF LEESBURG, FLORIDA, BEING A PORTION OF SECTION 9, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, AND ACCEPTING AND DEDICATING TO THE USE OF THE PUBLIC ANY EASEMENTS OR PUBLIC PLACES SHOWN THEREON AS BEING DEDICATED TO THE PUBLIC; AND PROVIDING AN EFFECTIVE DATE. (VILLAGES OF WEST LAKE UNIT NO. 84)

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

THAT the plat of the following described lands, which is named Villages of West Lake Unit No. 84 is hereby approved and accepted by the City of Leesburg, Florida; being

A PARCEL OF LAND LYING WITHIN SECTION 9, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 9; THENCE ALONG THE SOUTH LINE THEREOF RUN S89°11'07"E, 2650.14 FEET TO THE SOUTH 1/4 CORNER OF SAID SECTION 9; THENCE DEPARTING SAID SOUTH LINE AND ALONG THE EAST LINE OF THE SOUTHWEST 1/4 RUN N00°45'24"E, 1340.43 FEET TO THE BOUNDARY OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3177, PAGE 262, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, FOR THE POINT OF BEGINNING; THE FOLLOWING FIVE (5) COURSES BEING ALONG THE BOUNDARY LINES OF SAID LANDS: THENCE RUN N90°00'00"W, 1427.39 FEET; THENCE N20°12'05"E, 896.56 FEET; THENCE S89°45'55"E, 1510.88 FEET; THENCE S00°00'00"E, 538.26 FEET; THENCE N90°00'00"E, 1602.12 FEET TO THE EAST LINE OF THE LANDS DESCRIBED AS PARCEL 2 IN OFFICIAL RECORDS BOOK 2070, PAGE 2098, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THE FOLLOWING TWO (2) COURSES BEING ALONG THE BOUNDARY OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2070, PAGE 2098: RUN S00°36'49"W, 831.10 FEET; THENCE N88°50'30"W, 192.44 FEET TO THE BOUNDARY OF THE AFORESAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3177, PAGE 262; THE FOLLOWING FOUR (4) COURSES BEING ALONG THE BOUNDARY OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3177, PAGE 262: RUN N74°45'27"W, 957.72 FEET; THENCE N90°00'00"W, 631.59 FEET; THENCE N01°16'27"E, 278.48 FEET; THENCE N90°00'00"W, 244.47 FEET TO THE POINT OF BEGINNING.

CONTAINING 57.96 TOTAL ACRES, MORE OR LESS.

(See Exhibit A, Villages of West Lake Unit No. 84 Plat attached)

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 12th day of June 2023.

Mayor

ATTEST:

City Clerk

LEGAL DESCRIPTION
VILLAGES OF WEST LAKE UNIT NO. 84

A PARCEL OF LAND LYING WITHIN SECTION 9, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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VILLAGES OF WEST LAKE UNIT NO. 84

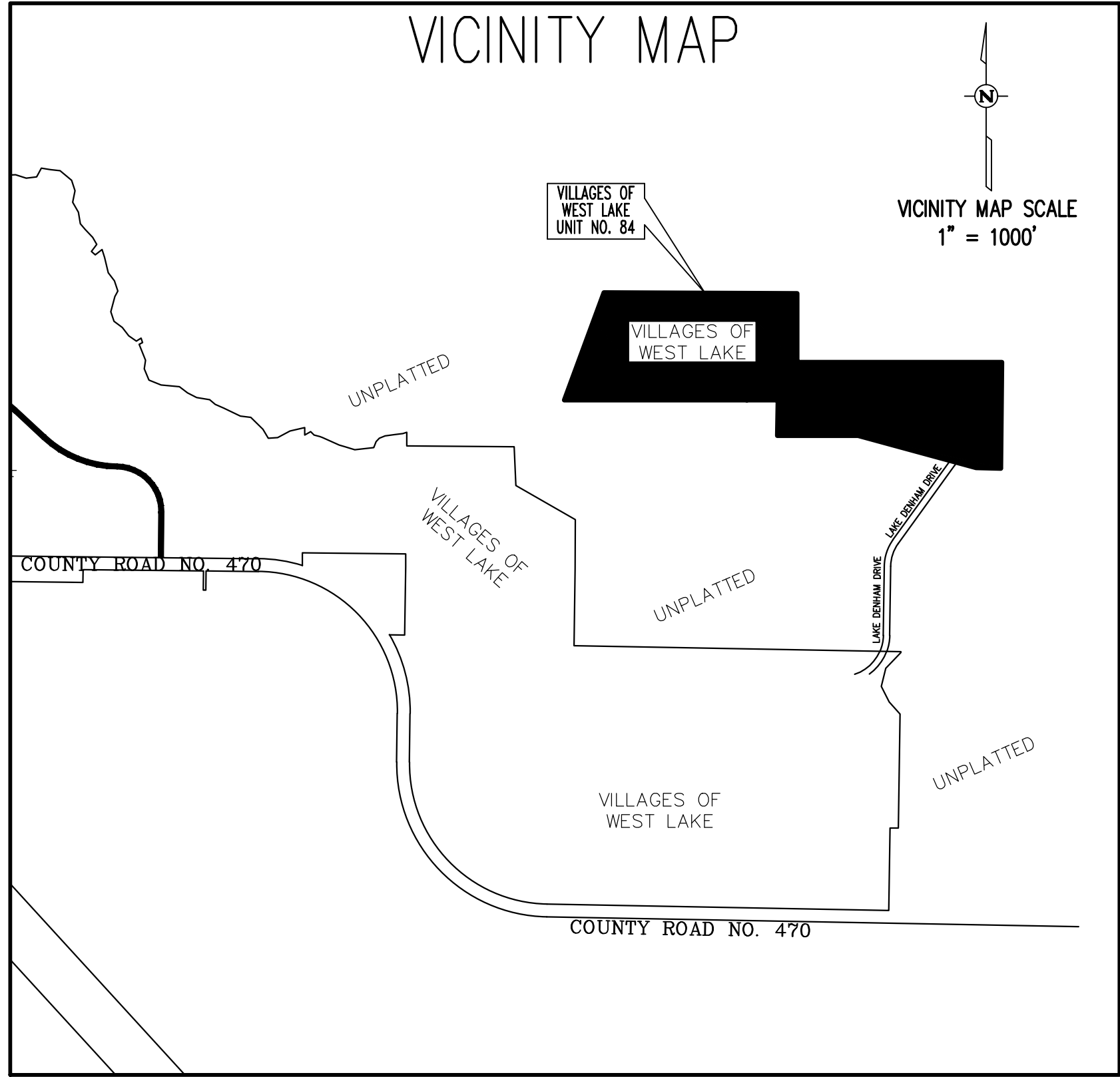
SECTION 9, TOWNSHIP 20 SOUTH, RANGE 24 EAST,
CITY OF LEESBURG, LAKE COUNTY, FLORIDA.

LEGAL DESCRIPTION

A PARCEL OF LAND LYING WITHIN SECTION 9, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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121 LOTS – 15 TRACTS

NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL, IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

NOTES:

- 1.) BEARINGS AND COORDINATES SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM EAST ZONE NORTH AMERICAN DATUM (NAD) OF 1983 WITH 2011 ADJUSTMENT AS DERIVED FROM THE L-NET NETWORK (TOPNET GNSS NETWORK). AS A REFERENCE, THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SECTION 9, TOWNSHIP 20 SOUTH, RANGE 24 EAST, HAS A BEARING OF SOUTH 89°11'07" EAST.
- 2.) ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.
- 3.) ALL DISTANCES SHOWN ARE IN FEET.
- 4.) WITH REFERENCE TO CURVILINEAR LOTS, RADIAL LINES HAVE BEEN DESIGNATED BY (R). ALL OTHER LINES ARE NON-RADIAL.
- 5.) LOT CORNERS WILL BE SET PRIOR TO THE TRANSFER OF ANY LOT OR PRIOR TO THE EXPIRATION OF THE BOND OR OTHER SURETY.
- 6.) PERMANENT CONTROL POINTS (P.C.P.'S) WILL BE SET WITHIN ONE YEAR OF THE DATE THIS PLAT WAS RECORDED OR PRIOR TO THE EXPIRATION OF THE BOND OR SURETY.
- 7.) ALL PERMANENT REFERENCE MONUMENTS (P.R.M.'S) HAVE BEEN SET IN ACCORDANCE WITH THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES.
- 8.) TRACTS "B", "C", "I", "J" AND "O" ARE FOR ANY PURPOSE PERMITTED BY APPLICABLE LAW AND APPROVED IN WRITING BY DEVELOPER.
- 9.) TRACTS "A", "E", "F", "G", "H", "K", "L", "M" AND "N" ARE FOR ANY PURPOSE PERMITTED BY APPLICABLE LAW AND APPROVED IN WRITING BY DEVELOPER. NO INGRESS OR EGRESS IS PERMITTED WITHOUT THE DEVELOPER'S CONSENT.
- 10.) TRACT "D" IS RESERVED BY THE DEVELOPER.
- 11.) THE DISTRICT FINDS IT IN THE PUBLIC INTEREST, AND HEREBY AGREES TO PROVIDE THE FOLLOWING SERVICES: (A) MAINTENANCE AND REPAIR OF AREAS OWNED BY THE DISTRICT OR DEDICATED TO THE USE AND ENJOYMENT OF THE RESIDENTS OF THE DISTRICT, THE SUBDIVISION, OR THE PUBLIC; (B) PAY FOR THE COST OF WATER AND SEWER PROVIDED BY WILDWOOD UTILITY DEPENDENT DISTRICT, OR ITS ASSIGNS, TOGETHER WITH THE COST OF GARBAGE, ELECTRICAL, LIGHTING, TELEPHONE, GAS AND OTHER NECESSARY UTILITY SERVICE FOR AREAS OWNED BY THE DISTRICT OR DEDICATED TO THE USE AND ENJOYMENT OF THE RESIDENTS OF THE DISTRICT, SUBDIVISION, OR THE PUBLIC; (C) MAINTENANCE AND REPAIR OF THE STORM WATER RUNOFF DRAINAGE SYSTEM INCLUDING DRAINAGE EASEMENTS AND DRAIN PIPES NOT MAINTAINED BY SOUTHEAST WILDWOOD WATER CONSERVATION AUTHORITY, LLC, OR ITS ASSIGNS, OR THE CITY OF LEESBURG; (D) MAINTENANCE AND REPAIR OF THE LANDSCAPING AND IRRIGATION ON ISLANDS AND CUL-DE-SACS LOCATED WITHIN THE ROADWAYS, IF ANY; (E) MAINTENANCE AND REPAIR OF THE PUBLIC ROADWAY AND ALL DRAINAGE FEATURES LYING WITHIN SUCH ROADWAY FOR TWO YEARS AFTER THE CITY OF LEESBURG ENGINEER HAS CERTIFIED THE CONSTRUCTION HAS BEEN COMPLETED; AND (F) MAINTENANCE AND REPAIR OF ALL LANDSCAPING WALLS, FENCING, AND STORM WATER RUNOFF DRAINAGE SYSTEMS ORIGINALLY CONSTRUCTED BY THE DEVELOPER LYING WITHIN THE PERPETUAL EASEMENT GRANTED TO DEVELOPER BY THE CITY OF LEESBURG PURSUANT TO THAT CERTAIN GRANT OF EASEMENT DATED NOVEMBER 8, 2018, RECORDED IN OFFICIAL RECORDS BOOK 5199, PAGE 308 (INSTRUMENT #2018134105), PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, AS SUBSEQUENTLY ASSIGNED FROM DEVELOPER TO THE DISTRICT.
- 12.) THE TITLE OPINION FOR THIS PLAT HAS BEEN SUBMITTED BY SEPARATE DOCUMENT.

SHEET 1 OF 6

PLAT BOOK _____

PAGE _____

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, THE VILLAGES LAND COMPANY, LLC (THE DEVELOPER) HAS CAUSED TO BE MADE THIS PLAT, VILLAGES OF WEST LAKE UNIT NO. 84, A SUBDIVISION OF LAND HEREIN DESCRIBED AND JOINS WITH VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 14 (THE DISTRICT) TO HEREBY DEDICATE THE ROADWAYS SHOWN HEREON TO THE CITY OF LEESBURG AND THE PERPETUAL USE OF THE PUBLIC; AND DEDICATES TRACTS "A", "B", "C", "E", "F", "G", "H", "I", "J", "K", "L", "M", "N" AND "O" TO VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 14.

WITNESSES: THE VILLAGES LAND COMPANY, LLC,
A FLORIDA LIMITED LIABILITY COMPANY,
BY: TVL COMPANY, LLC,
A FLORIDA LIMITED LIABILITY COMPANY,
ITS MANAGER

(1) _____
SIGNATURE

PRINT NAME

(2) _____
SIGNATURE BY: _____

PRINT NAME MARTIN L. DZURO,
MANAGER

WITNESSES: VILLAGE COMMUNITY DEVELOPMENT
DISTRICT NO. 14

(1) _____
SIGNATURE BY: _____

PRINT NAME C. DALE BORROWMAN,
CHAIR
(2) _____
SIGNATURE

PRINT NAME

STATE OF FLORIDA
COUNTY OF SUMTER

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME, BY MEANS OF ☐ PHYSICAL PRESENCE OR ☐ ONLINE NOTARIZATION, THIS _____ DAY OF _____, 20____, BY MARTIN L. DZURO, AS MANAGER OF AND ON BEHALF OF TVL COMPANY, LLC, A FLORIDA LIMITED LIABILITY COMPANY, THE MANAGER OF THE VILLAGES LAND COMPANY, LLC, A FLORIDA LIMITED LIABILITY COMPANY, FOR THE PURPOSES EXPRESSED HEREIN, WHO IS PERSONALLY KNOWN TO ME AND WHO DID NOT TAKE AN OATH.

NOTARY PUBLIC – STATE OF FLORIDA
PRINT NAME: _____
COMMISSION NO.: _____
COMMISSION EXPIRES: _____
SEAL

STATE OF FLORIDA
COUNTY OF SUMTER

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME, BY MEANS OF ☐ PHYSICAL PRESENCE OR ☐ ONLINE NOTARIZATION, THIS _____ DAY OF _____, 20____, BY C. DALE BORROWMAN, THE CHAIR OF VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 14, ON BEHALF OF THE DISTRICT, WHO IS PERSONALLY KNOWN TO ME AND WHO DID NOT TAKE AN OATH.

NOTARY PUBLIC – STATE OF FLORIDA
PRINT NAME: _____
COMMISSION NO.: _____
COMMISSION EXPIRES: _____
SEAL

CERTIFICATE OF SURVEYOR

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, BEING A REGISTERED SURVEYOR AND MAPPER, FULLY LICENSED TO PRACTICE IN THE STATE OF FLORIDA, DOES HEREBY CERTIFY THAT THIS PLAT WAS PREPARED UNDER HER SUPERVISION, AND THAT THIS PLAT COMPLIES WITH ALL OF THE PROVISIONS OF CHAPTER 177, FLORIDA STATUTES.

_____, DATE: _____
KAYE M. JAMESON, P.S.M. – REGISTRATION NUMBER 5912
CLYMER FARNER BARLEY SURVEYING, LLC. – LICENSED BUSINESS NO. 8498
4450 N.E. 83RD ROAD
WILDWOOD, FLORIDA 34785

SEAL

STATEMENT OF REVIEWER

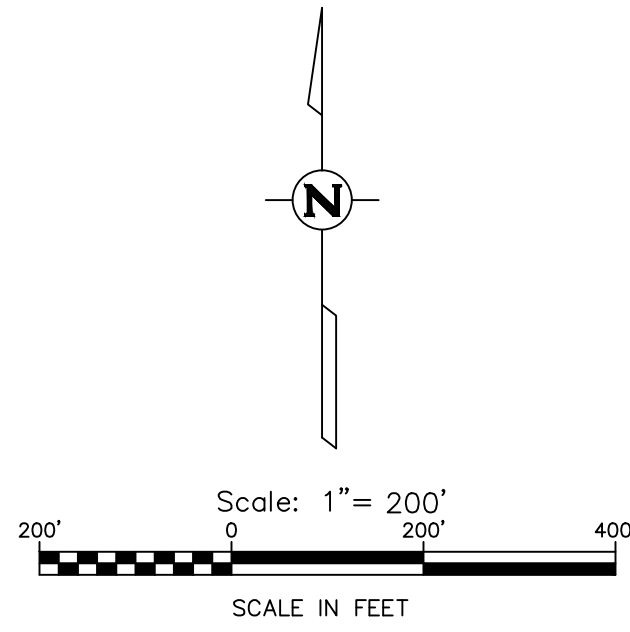
"PURSUANT TO SECTION 177.081, FLORIDA STATUTES, I HAVE REVIEWED THIS PLAT FOR CONFORMITY TO CHAPTER 177, FLORIDA STATUTES, AND FIND THAT SAID PLAT COMPLIES WITH THE TECHNICAL REQUIREMENTS OF THAT CHAPTER; PROVIDED HOWEVER, THAT MY REVIEW DOES NOT INCLUDE FIELD VERIFICATION OF ANY OF THE COORDINATES, POINTS OR MEASUREMENTS SHOWN ON THIS PLAT."

_____, DATE: _____
SIGNATURE
_____, REGISTRATION NUMBER _____
PRINT NAME
WADE SURVEYING, INC. FOR CITY OF LEESBURG, FLORIDA

SEAL

VILLAGES OF WEST LAKE
UNIT NO. 84

SECTION 9, TOWNSHIP 20 SOUTH, RANGE 24 EAST,
CITY OF LEESBURG, LAKE COUNTY, FLORIDA.



KEY MAP

TRACT TABLE		
TRACT	SQ. FT.	ACREAGE
A	4,140	0.095
B	2,100	0.048
C	1,939	0.045
D	13,583	0.312
E	2,160	0.050
F	1,783	0.041
G	2,337	0.054
H	2,161	0.050
I	373	0.009
J	490	0.011
K	243,561	5.591
L	95,531	2.193
M	120,490	2.766
N	44,712	1.026
O	5,355	0.123

LEGEND

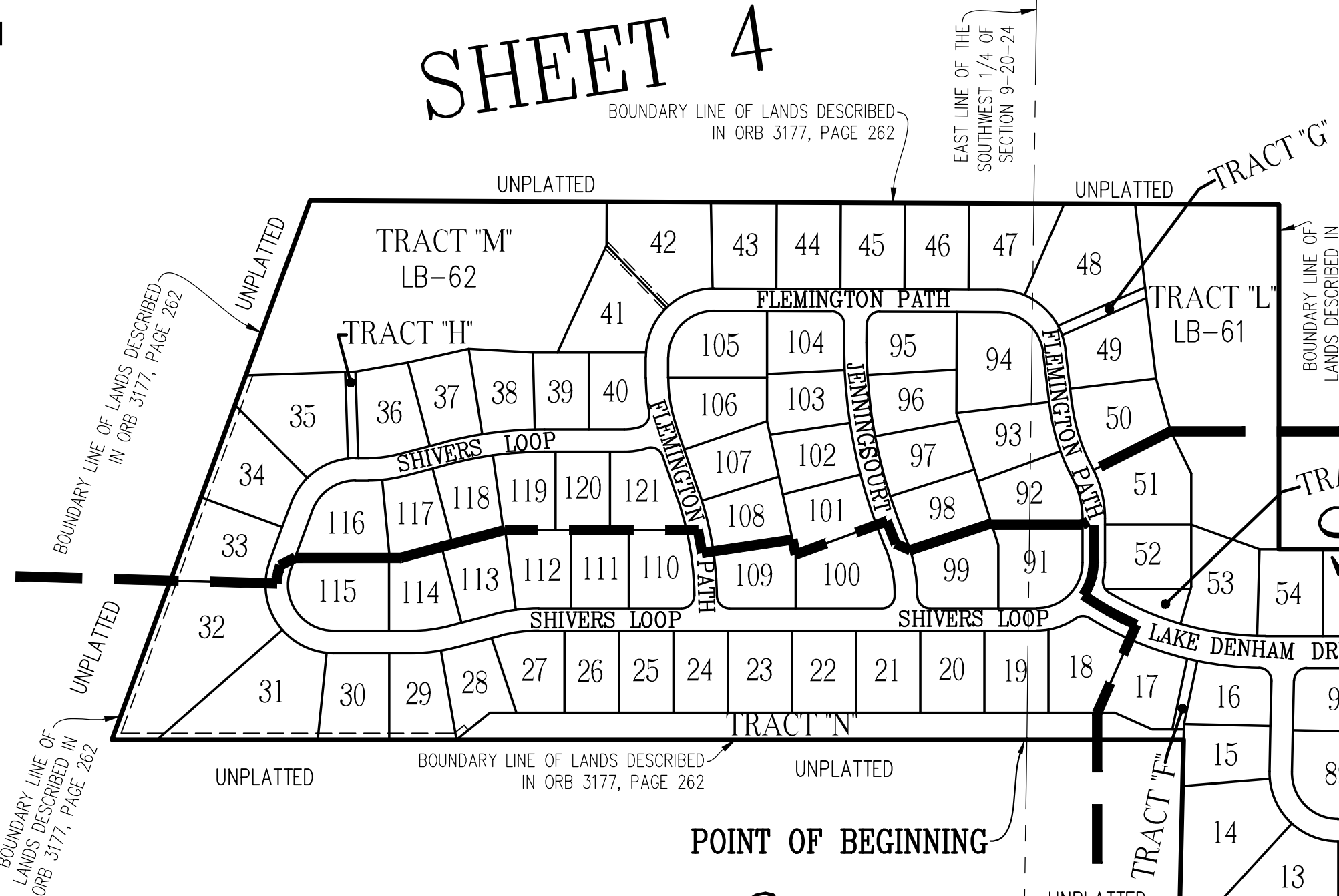
- INDICATES 4" X 4" X 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) FOUND (LB #4709 & LB #8498), UNLESS OTHERWISE NOTED.
- ▣ INDICATES 4" X 4" X 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) OR 5/8" IRON PIN AND CAP SET (LB #4709 & LB #8498)
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- INDICATES 5/8" IRON PIN AND CAP TO BE SET IN ACCORDANCE WITH SECTION 177.09(9) FLORIDA STATUTES. (SEE NOTE #6.)
- C9 INDICATES CURVE NUMBER IN CURVE TABLE
- L9 INDICATES LINE NUMBER IN LINE TABLE
- Δ INDICATES CENTERLINE
- Δ INDICATES DELTA (CENTRAL ANGLE OF CURVE)
- CB INDICATES CHORD BEARING
- CH INDICATES CHORD DISTANCE
- L INDICATES ARC LENGTH
- LB INDICATES LICENSED BUSINESS
- NO. INDICATES NUMBER
- ORB INDICATES OFFICIAL RECORDS BOOK
- PC INDICATES POINT OF CURVATURE
- POC INDICATES POINT ON CURVE
- POC INDICATES POINT OF COMPOUND CURVATURE
- PRC INDICATES POINT OF REVERSE CURVATURE
- PT INDICATES POINT OF TANGENCY
- R INDICATES RADIUS LENGTH
- (R) INDICATES RADIAL LINE
- DRA INDICATES DRAINAGE RETENTION AREA FOR STORMWATER MANAGEMENT INCLUDING CONVEYANCING PIPES
- GFE INDICATES GATE FACILITIES EASEMENT (RESERVED BY THE DEVELOPER AND ITS ASSIGNS)
- SE INDICATES SPECIAL EASEMENT RESERVED BY DEVELOPER AND ITS ASSIGNS, FOR LANDSCAPING AND/OR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF WATER, SANITARY SEWER, ELECTRIC, TELEPHONE, GAS OR OTHER UTILITIES AND/OR DRAINAGE FACILITIES AND/OR WALL FENCING AND/OR GOLF CART PATHS. DEVELOPER CONTEMPLATES PUTTING H.V.A.C. AND SIMILAR EQUIPMENT WITHIN THE EASEMENT AREA. UTILITY PROVIDERS UTILIZING SUCH EASEMENT AREA COVENANT, AS A CONDITION OF THE RIGHT TO USE SUCH EASEMENT, NOT TO INTERFERE OR DISTURB SUCH EQUIPMENT INSTALLED WITHIN THE EASEMENT AREA.
- PB INDICATES PLAT BOOK
- PG INDICATES PAGE
- PCS INDICATES PAGES
- SO FT INDICATES SQUARE FEET
- R/W INDICATES RIGHT-OF-WAY

SHEET 2 OF 6

PLAT BOOK

PAGE

SHEET 4



SHEET 5

SHEET 6

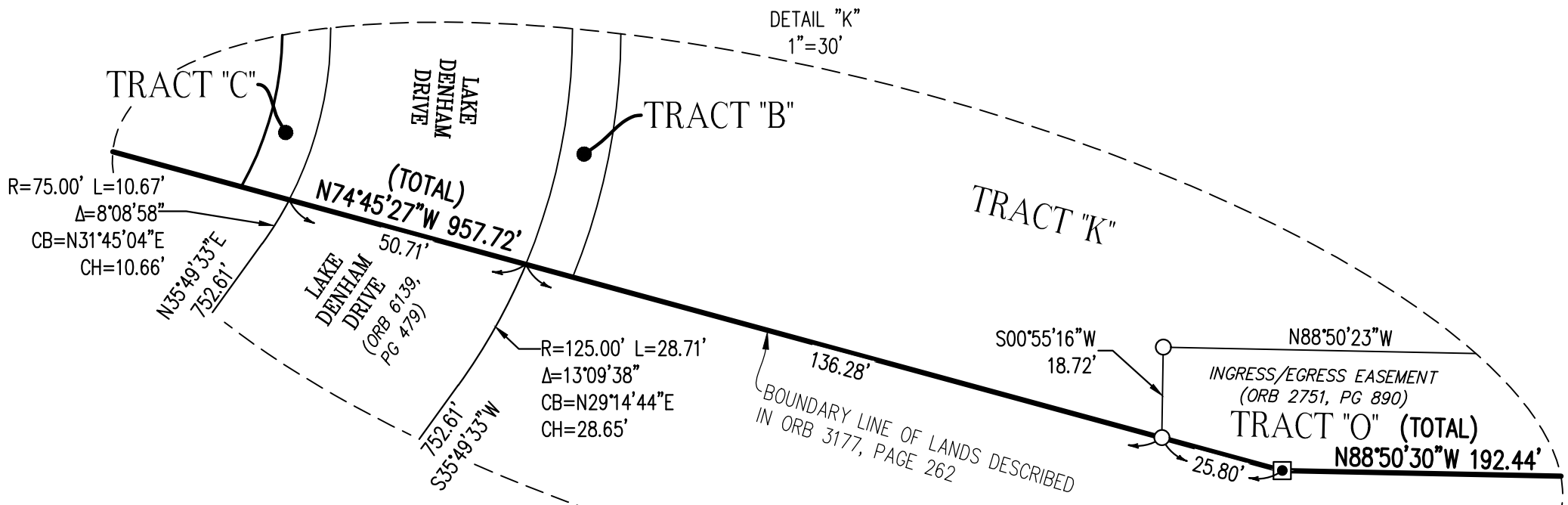
SHEET 3

POINT OF COMMENCEMENT

SOUTHWEST CORNER OF THE SOUTHWEST 1/4
OF SECTION 9-20-24
FOUND 6"x6" CONCRETE MONUMENT NO
IDENTIFICATION (PYRAMID TOP)

POINT OF COMMENCEMENT

(INGRESS/EGRESS/UTILITIES EASEMENT)
NORTHWEST CORNER OF SECTION 16-20-24
FOUND 6"x6" CONCRETE MONUMENT NO
IDENTIFICATION (PYRAMID TOP)



UNPLATTED
VILLAGES OF WEST LAKE
UNIT NO. 81
(PROPOSED)

PREPARED BY:

CFB SURVEYING
4450 NE 83RD ROAD - WILDWOOD, FL 34785
(352) 748-3128 LB8498

VILLAGES OF WEST LAKE UNIT NO. 84

SECTION 9, TOWNSHIP 20 SOUTH, RANGE 24 EAST,
CITY OF LEESBURG, LAKE COUNTY, FLORIDA.

SHEET 3 OF 6

PLAT BOOK

PAGE

NOTE

EXHIBIT A = EASEMENTS SET FORTH IN O.R. BOOK 6016,
PAGES 35-53. (STORMWATER RUNOFF, RETENTION & TREATED
EFFLUENT)

CURVE TABLE				
CURVE	LENGTH	RADIUS	DELTA	CHORD BNG.
C21	94.85'	525.00'	102°1'05"	S71°20'47"E
C22	71.06'	525.00'	7°45'19"	S62°17'35"E
C23	23.11'	20.00'	66°12'54"	S88°28'37"W
C24	45.58'	106.50'	24°31'11"	N67°37'46"E
C25	18.79'	106.50'	10°06'38"	N84°56'41"E
C26	59.96'	232.50'	14°46'37"	S82°36'42"W
C27	22.55'	267.50'	4°49'46"	N77°38'16"E
C28	46.44'	267.50'	9°56'51"	N85°01'35"E
C29	11.06'	106.50'	5°57'10"	S87°01'25"E
C30	79.58'	106.50'	42°48'50"	S62°38'25"E
C31	79.58'	106.50'	42°48'50"	S19°49'34"E
C32	34.61'	106.50'	18°37'14"	S10°53'28"W
C51	105.21'	282.50'	21°20'18"	S17°31'04"E
C52	4.42'	167.50'	1°30'41"	N27°25'53"W
C53	77.98'	167.50'	26°40'32"	N13°20'16"W
C54	25.33'	106.50'	13°37'31"	N06°48'46"E
C55	17.05'	20.00'	48°51'20"	S10°48'09"E
C56	8.29'	20.00'	23°45'43"	S47°06'40"E
C57	122.49'	475.00'	14°46'31"	S66°22'48"E
C108	112.31'	71.50'	90°00'00"	N45°00'00"E

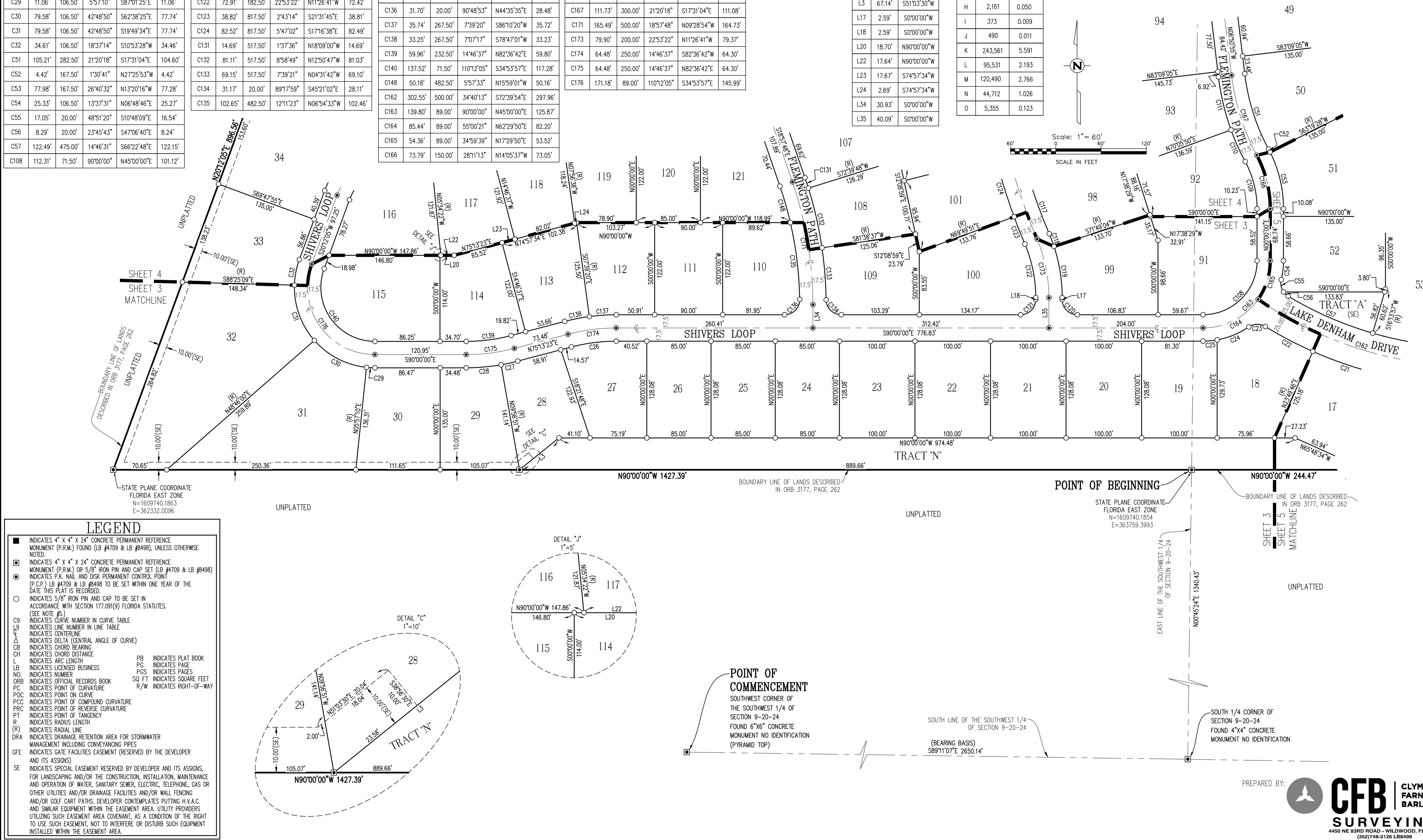
CURVE TABLE				
CURVE	LENGTH	RADIUS	DELTA	CHORD BNG.
C109	65.18'	132.50'	28°11'13"	N14°05'37"W
C110	45.91'	317.50'	81°7'04"	S24°02'41"E
C111	72.34'	317.50'	13°03'15"	S13°22'32"E
C117	71.67'	782.50'	5°14'53"	S20°15'56"E
C118	17.87'	217.50'	4°42'26"	N20°32'09"W
C119	69.02'	217.50'	18°10'56"	N09°05'28"W
C120	31.42'	20.00'	90°00'00"	S45°00'00"E
C121	31.42'	20.00'	90°00'00"	N45°00'00"E
C122	72.91'	182.50'	22°53'22"	N11°26'41"W
C123	38.82'	817.50'	2°43'14"	S21°31'45"E
C124	82.52'	817.50'	5°47'02"	S17°16'38"E
C131	14.69'	517.50'	1°37'36"	N18°09'00"W
C132	81.11'	517.50'	8°58'49"	N12°50'47"W
C133	69.15'	517.50'	7°39'21"	N04°31'42"W
C134	31.17'	20.00'	89°17'59"	S45°21'02"E
C135	102.65'	482.50'	12°11'23"	N06°54'33"W

CURVE TABLE				
CURVE	LENGTH	RADIUS	DELTA	CHORD BNG.
C136	31.70'	20.00'	90°48'53"	N44°35'35"E
C137	35.74'	267.50'	7°39'20"	S86°10'20"W
C138	33.25'	267.50'	7°07'17"	S78°47'01"W
C139	59.96'	232.50'	14°46'37"	N82°36'42"E
C140	137.52'	71.50'	110°12'05"	S34°53'57"E
C148	50.18'	482.50'	5°57'33"	N15°59'01"W
C162	302.55'	500.00'	34°40'13"	S72°39'54"E
C163	139.80'	89.00'	90°00'00"	N45°00'00"E
C164	85.44'	89.00'	55°00'21"	N62°29'50"E
C165	54.36'	89.00'	34°59'39"	N17°29'50"E
C166	73.79'	150.00'	28°11'13"	N14°05'37"W

CURVE TABLE				
CURVE	LENGTH	RADIUS	DELTA	CHORD BNG.
C167	111.73'	300.00'	21°20'18"	S17°31'04"E
C171	165.49'	500.00'	18°57'48"	N09°28'54"W
C173	79.90'	200.00'	22°53'22"	N11°26'41"W
C174	64.48'	250.00'	14°46'37"	S82°36'42"W
C175	64.48'	250.00'	14°46'37"	N82°36'42"E
C176	171.18'	89.00'	110°12'05"	S34°53'57"E

LINE TABLE		
LINE	LENGTH	BEARING
L3	67.14'	S51°03'30"W
L17	2.59'	S0°00'00"W
L18	2.59'	S0°00'00"W
L20	18.70'	N90°00'00"W
L22	17.64'	N90°00'00"W
L23	17.67'	S74°57'34"W
L24	2.69'	S74°57'34"W
L34	30.93'	S0°00'00"W
L35	40.09'	S0°00'00"W

TRACT TABLE		
TRACT	SQ. FT.	ACREAGE
A	4,140	0.095
B	2,100	0.048
C	1,939	0.045
D	13,583	0.312
E	2,160	0.050
F	1,783	0.041
G	2,337	0.054
H	2,161	0.050
I	373	0.009
J	490	0.011
K	243,561	5.591
L	95,531	2.193
M	120,490	2.766
N	44,712	1.026
O	5,355	0.123



LEGEND	
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□	INDICATES 4" X 4" X 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) OR 5/8" IRON PIN AND CAP SET (LB #4709 & LB #8498)
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CH	INDICATES CHORD BEARING
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PC	INDICATES POINT OF CURVATURE
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PT	INDICATES POINT OF TANGENCY
R	INDICATES RADIUS LENGTH
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DRA	INDICATES DRAINAGE RETENTION AREA FOR STORMWATER MANAGEMENT INCLUDING CONVEYANCING PIPES
GFE	INDICATES GATE FACILITIES EASEMENT (RESERVED BY THE DEVELOPER AND ITS ASSIGNS)
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PB	INDICATES PLAT BOOK
PG	INDICATES PAGE
PCS	INDICATES PAGES
SO FT	INDICATES SQUARE FEET
R/W	INDICATES RIGHT-OF-WAY

PREPARED BY:



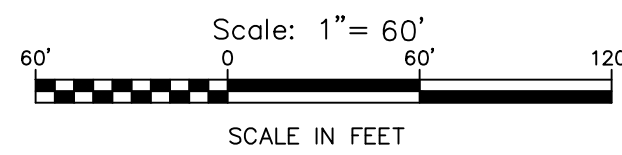
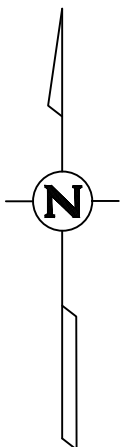
VILLAGES OF WEST LAKE UNIT NO. 84

SECTION 9, TOWNSHIP 20 SOUTH, RANGE 24 EAST,
CITY OF LEESBURG, LAKE COUNTY, FLORIDA.

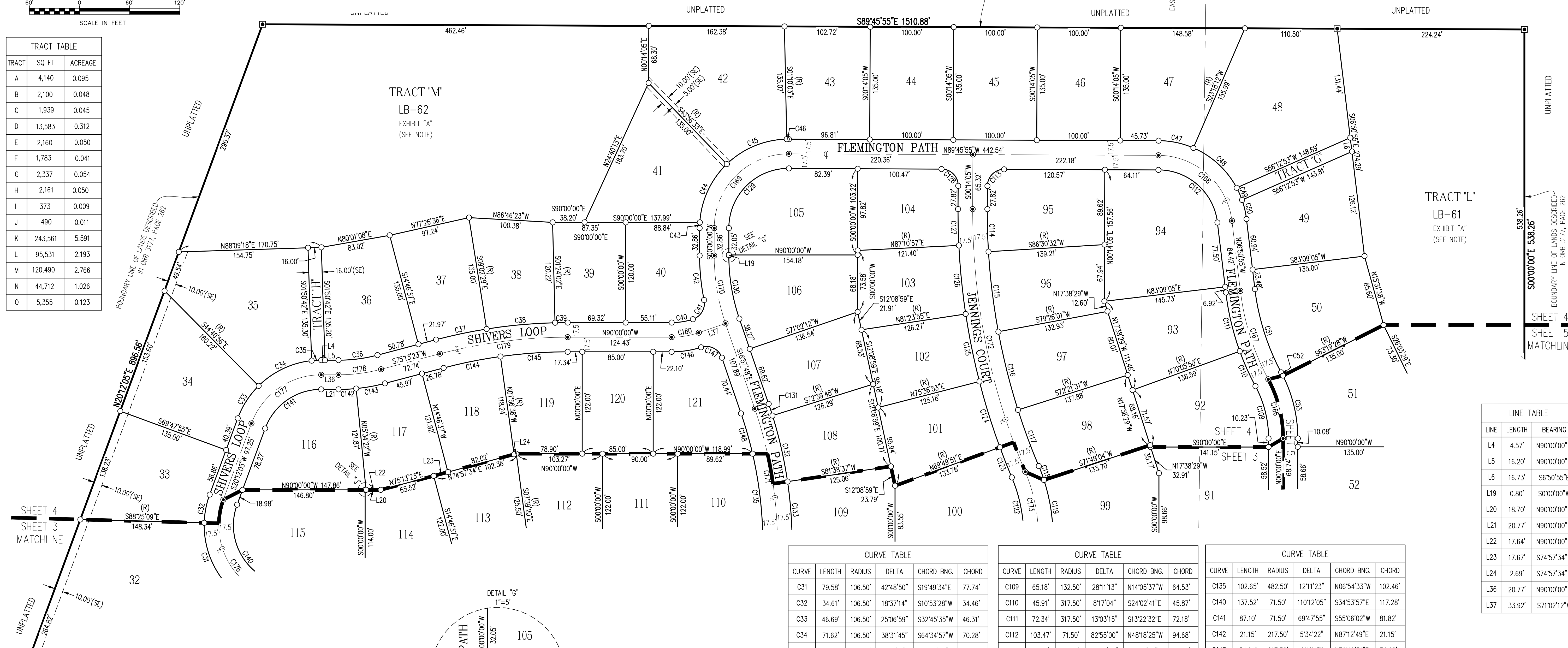
SHEET 4 OF 6

PLAT BOOK

PAGE



TRACT TABLE		
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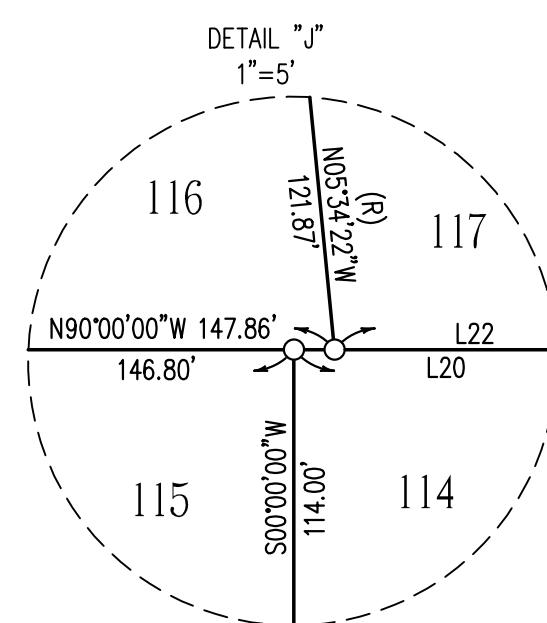
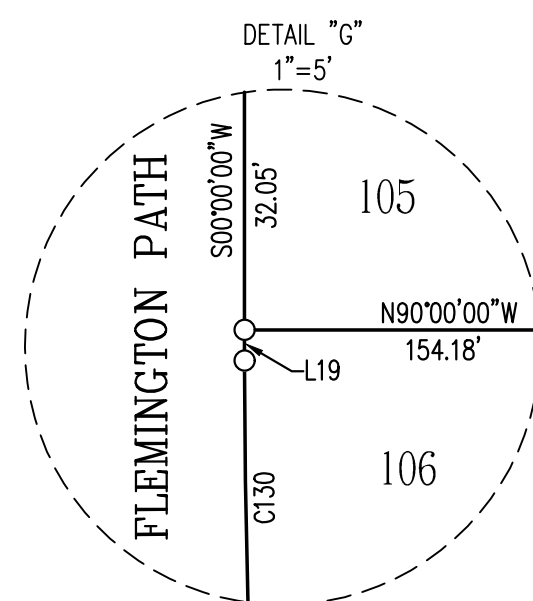


LINE TABLE		
LINE	LENGTH	BEARING
L4	4.57'	N90°00'00\"W
L5	16.20'	N90°00'00\"W
L6	16.73'	S6°50'55\"E
L19	0.80'	S0°00'00\"W
L20	18.70'	N90°00'00\"W
L21	20.77'	N90°00'00\"W
L22	17.64'	N90°00'00\"W
L23	17.67'	S74°57'34\"W
L24	2.69'	S74°57'34\"W
L36	20.77'	N90°00'00\"W
L37	33.92'	S71°02'12\"W

LEGEND

- INDICATES 4\"X 4\" X 24\" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) FOUND (LB #4709 & LB #8498), UNLESS OTHERWISE NOTED.
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| R | INDICATES RADIAL LENGTH |
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| DRA | INDICATES DRAINAGE RETENTION AREA FOR STORMWATER MANAGEMENT INCLUDING CONVEYANCING PIPES |
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- PB INDICATES PLAT BOOK
- PG INDICATES PAGE
- PGS INDICATES PAGES
- SQ. FT. INDICATES SQUARE FEET
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CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BNG.	CHORD
C31	79.58'	106.50'	42°48'50\"	S19°49'34\"E	77.74'
C32	34.61'	106.50'	18°37'14\"	S10°53'28\"W	34.46'
C33	46.69'	106.50'	25°06'59\"	S32°45'35\"W	46.31'
C34	71.62'	106.50'	38°31'45\"	S64°34'57\"W	70.28'
C35	11.44'	106.50'	6°09'11\"	S86°55'25\"W	11.43'
C36	47.07'	182.50'	14°46'37\"	N82°36'42\"E	46.94'
C37	61.81'	617.50'	5°44'08\"	S78°05'27\"W	61.79'
C38	82.35'	617.50'	7°38'27\"	S84°46'45\"W	82.29'
C39	15.09'	617.50'	1°24'02\"	S89°17'59\"W	15.09'
C40	25.82'	82.50'	17°55'48\"	N81°02'06\"E	25.71'
C41	29.16'	20.00'	83°32'12\"	N30°18'07\"E	26.64'
C42	53.53'	267.50'	11°28'00\"	S05°44'00\"E	53.45'
C43	6.96'	106.50'	3°44'36\"	S01°52'18\"W	6.96'
C44	78.65'	106.50'	42°18'52\"	S24°54'02\"W	76.88'
C45	79.51'	106.50'	42°46'29\"	S67°26'42\"W	77.68'
C46	2.61'	106.50'	1°24'08\"	S89°32'01\"W	2.61'
C47	42.88'	106.50'	23°04'07\"	N78°13'52\"W	42.59'
C48	71.75'	106.50'	38°36'12\"	N47°23'42\"W	70.41'
C49	16.02'	106.50'	8°36'57\"	N23°47'07\"W	16.00'
C50	23.47'	106.50'	12°37'44\"	N13°09'47\"W	23.43'
C51	105.21'	282.50'	21°20'18\"	S17°31'04\"E	104.60'
C52	4.42'	167.50'	1°30'41\"	N27°25'53\"W	4.42'
C53	77.98'	167.50'	26°40'32\"	N13°20'16\"W	77.28'

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BNG.	CHORD
C109	65.18'	132.50'	28°11'13\"	N14°05'37\"W	64.53'
C110	45.91'	317.50'	8°17'04\"	S24°02'41\"E	45.87'
C111	72.34'	317.50'	13°03'15\"	S13°22'32\"E	72.18'
C112	103.47'	71.50'	82°55'00\"	N48°18'25\"W	94.68'
C113	31.42'	20.00'	90°00'00\"	S45°14'05\"W	28.28'
C114	50.88'	782.50'	3°43'33\"	S01°37'41\"E	50.87'
C115	96.63'	782.50'	7°04'31\"	S07°01'43\"E	96.57'
C116	96.63'	782.50'	7°04'31\"	S14°06'14\"E	96.57'
C117	71.67'	782.50'	5°14'53\"	S20°15'56\"E	71.65'
C118	17.87'	217.50'	4°42'26\"	N20°32'09\"W	17.86'
C119	69.02'	217.50'	18°10'56\"	N09°05'28\"W	68.73'
C122	72.91'	182.50'	22°53'22\"	N11°26'41\"W	72.42'
C123	38.82'	817.50'	2°43'14\"	S21°31'45\"E	38.81'
C124	82.52'	817.50'	5°47'02\"	S17°16'38\"E	82.49'
C125	82.52'	817.50'	5°47'02\"	S11°29'36\"E	82.49'
C126	82.52'	817.50'	5°47'02\"	S05°42'34\"E	82.49'
C127	43.55'	817.50'	3°03'08\"	S01°17'29\"E	43.55'
C128	31.42'	20.00'	90°00'00\"	N44°45'55\"W	28.28'
C129	112.60'	71.50'	90°14'05\"	S45°07'03\"W	101.32'
C130	76.95'	232.50'	18°57'48\"	S09°28'54\"E	76.60'
C131	14.69'	517.50'	1°37'36\"	N18°09'00\"W	14.69'
C132	81.11'	517.50'	8°58'49\"	N12°50'47\"W	81.03'
C133	69.15'	517.50'	7°39'21\"	N04°31'42\"W	69.10'

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BNG.	CHORD
C135	102.65'	482.50'	12°11'23\"	N06°54'33\"W	102.46'
C140	137.52'	71.50'	110°12'05\"	S34°53'57\"E	117.28'
C141	87.10'	71.50'	69°47'55\"	S55°06'02\"W	81.82'
C142	21.15'	217.50'	5°34'22\"	N87°12'49\"E	21.15'
C143	34.94'	217.50'	9°12'15\"	N79°49'31\"E	34.90'
C144	69.47'	582.50'	6°49'59\"	S78°38'23\"W	69.43'
C145	80.76'	582.50'	7°56'38\"	S86°01'41\"W	80.70'
C146	35.83'	117.50'	17°28'10\"	N81°15'55\"E	35.69'
C147	30.89'	20.00'	88°30'22\"	N63°12'59\"W	27.91'
C148	50.18'	482.50'	5°57'33\"	N15°59'01\"W	50.16'
C166	73.79'	150.00'	28°11'13\"	N14°05'37\"W	73.05'
C167	111.73'	300.00'	21°20'18\"	S17°31'04\"E	111.08'
C168	128.80'	89.00'	82°55'00\"	N48°18'25\"W	117.85'
C169	140.17'	89.00'	90°14'05\"	S45°07'03\"W	126.12'
C170	82.74'	250.00'	18°57'48\"	S09°28'54\"E	82.37'
C171	165.49'	500.00'	18°57'48\"	N09°28'54\"W	164.73'
C172	322.88'	800.00'	23°07'27\"	S11°19'39\"E	320.69'
C173	79.90'	200.00'	22°53'22\"	N11°26'41\"W	79.37'
C176	171.18'	89.00'	110°12'05\"	S34°53'57\"E	145.99'
C177	108.42'	89.00'	69°47'55\"	S55°06'03\"W	101.84'
C178	51.58'	200.00'	14°46'37\"	N82°36'42\"E	51.44'
C179	154.74'	600.00'	14°46'37\"	S82°36'42\"W	154.31'
C180	33.10'	100.00'	18°57'48\"	N80°31'06\"E	32.95'

PREPARED BY:



VILLAGES OF WEST LAKE UNIT NO. 84

SECTION 9, TOWNSHIP 20 SOUTH, RANGE 24 EAST,
CITY OF LEESBURG, LAKE COUNTY, FLORIDA.

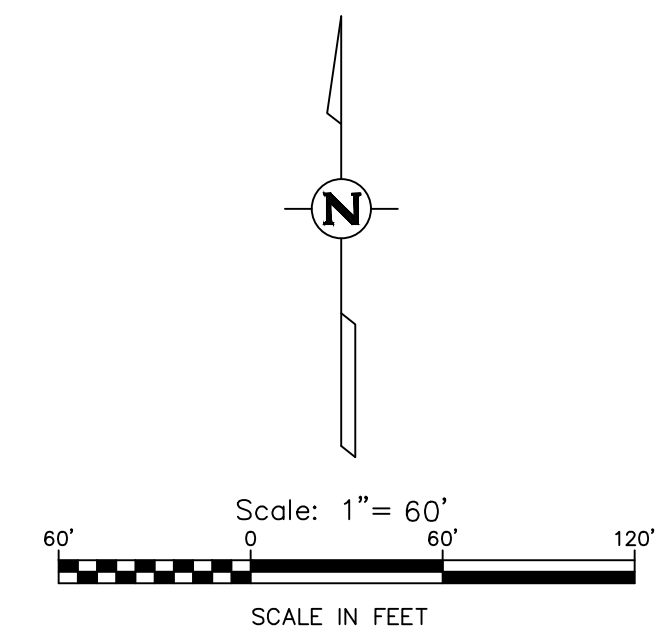
SHEET 5 OF 6

PLAT BOOK

PAGE

LINE TABLE		
LINE	LENGTH	BEARING
L2	49.45'	S90°00'00"E
L7	43.14'	N0°00'00"E
L14	28.18'	N8°42'30"E
L15	1.22'	S90°00'00"E
L16	28.18'	N8°42'30"E
L30	53.97'	N7°44'52"W
L31	28.12'	N7°44'52"W
L32	25.85'	N7°44'52"W
L33	36.33'	S15°14'33"W
L48	30.24'	S90°00'00"E
L49	35.96'	S7°44'52"E
L50	44.23'	S90°00'00"E

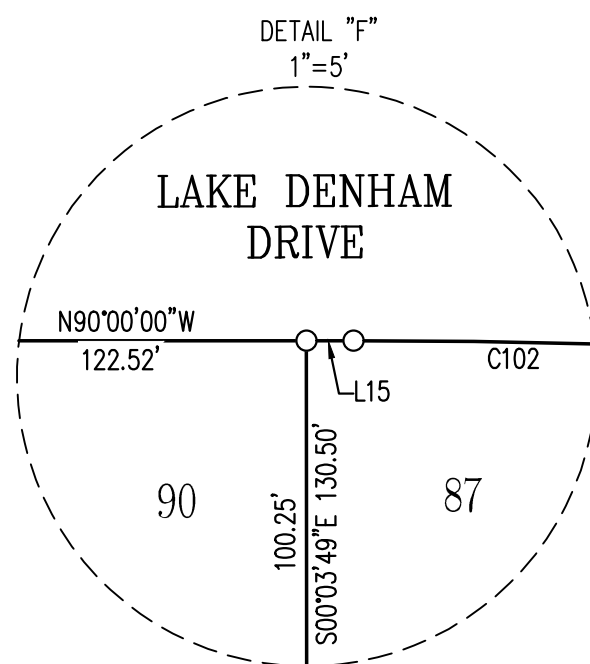
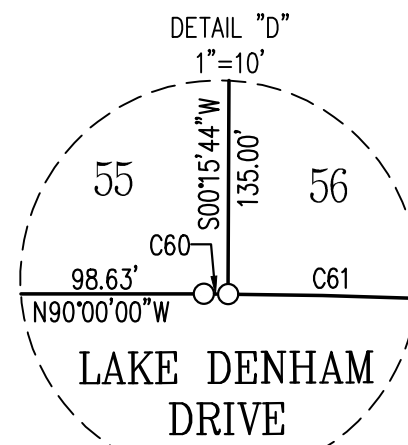
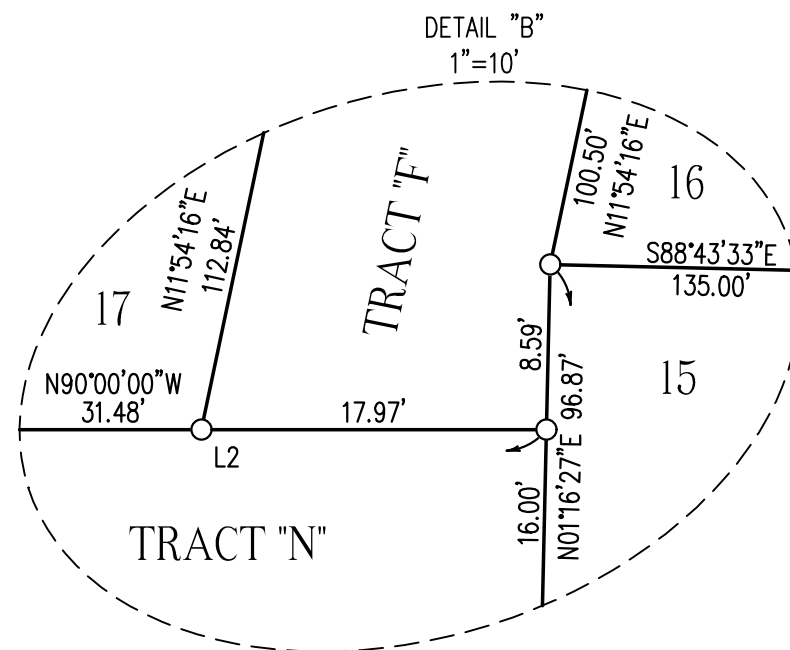
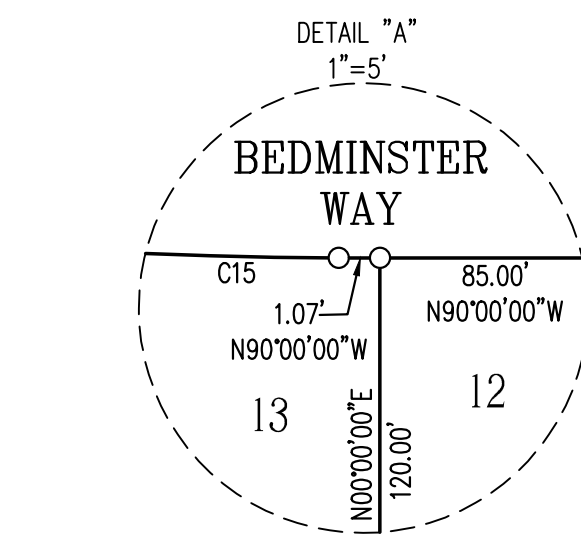
TRACT TABLE		
TRACT	SQ. FT.	ACREAGE
A	4,140	0.095
B	2,100	0.048
C	1,939	0.045
D	13,583	0.312
E	2,160	0.050
F	1,783	0.041
G	2,337	0.054
H	2,161	0.050
I	373	0.009
J	490	0.011
K	243,561	5.591
L	95,531	2.193
M	120,490	2.766
N	44,712	1.026
O	5,355	0.123



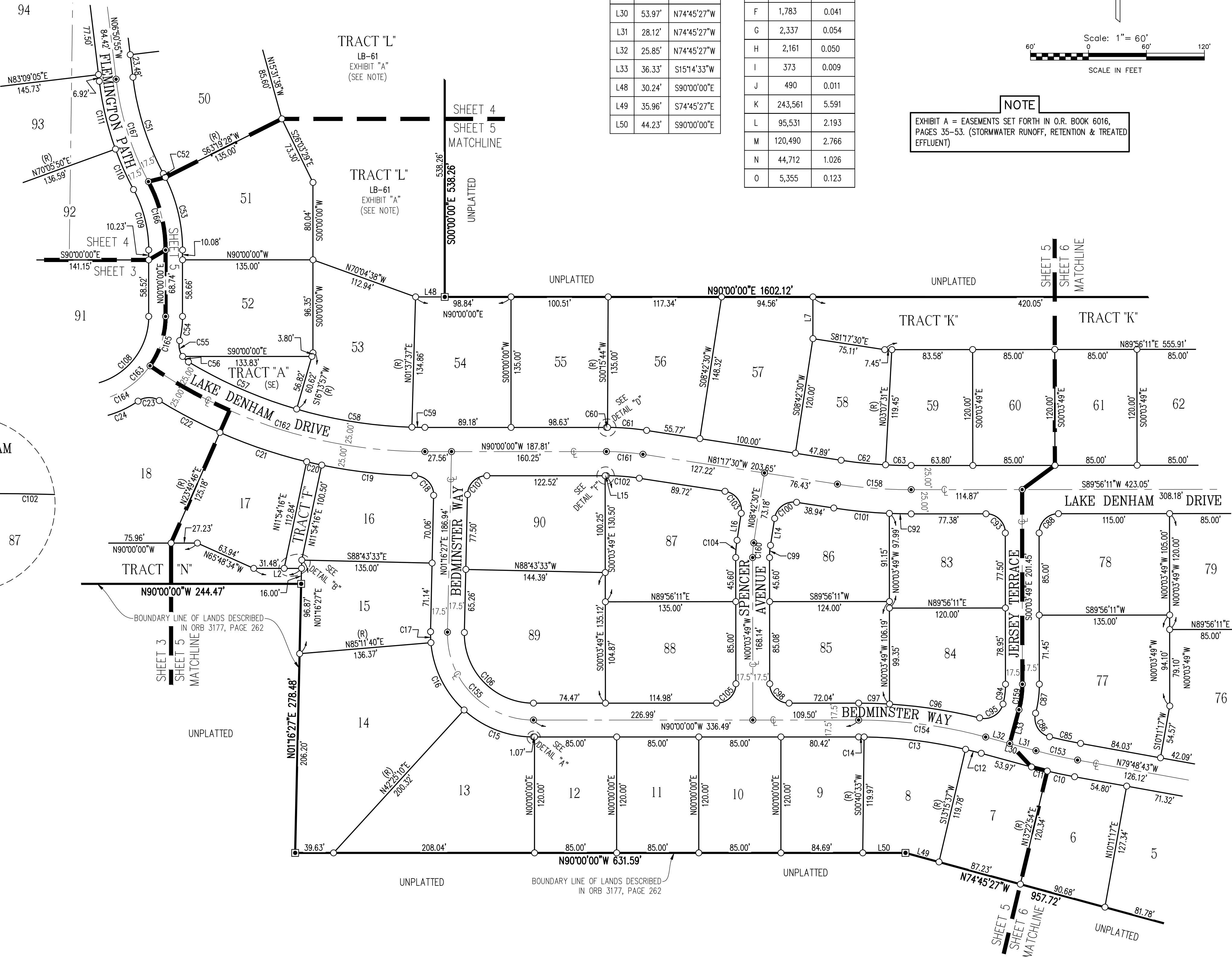
NOTE

EXHIBIT A = EASEMENTS SET FORTH IN O.R. BOOK 6016, PAGES 35-53. (STORMWATER RUNOFF, RETENTION & TREATED EFFLUENT)

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BNG.	CHORD
C10	28.85'	517.50'	3°11'37"	S78°12'54"E	28.84'
C11	16.81'	517.50'	1°51'39"	S75°41'16"E	16.81'
C12	16.69'	482.50'	1°58'56"	N75°44'55"W	16.69'
C13	105.98'	482.50'	12°35'04"	N83°01'55"W	105.76'
C14	5.69'	482.50'	0°40'33"	N89°39'43"W	5.69'
C15	78.85'	106.50'	42°25'10"	S68°47'25"E	77.06'
C16	79.51'	106.50'	42°46'29"	S26°11'35"E	77.68'
C17	11.30'	106.50'	6°04'47"	S01°45'56"E	11.30'
C18	31.46'	20.00'	90°07'23"	N43°47'14"W	28.31'
C19	96.95'	525.00'	10°34'50"	S83°33'31"E	96.81'
C20	16.00'	525.00'	1°44'47"	S77°23'42"E	16.00'
C21	94.85'	525.00'	10°21'05"	S71°20'47"E	94.72'
C22	71.06'	525.00'	7°45'19"	S62°17'35"E	71.01'
C23	23.11'	20.00'	66°12'54"	S88°28'37"W	21.85'
C24	45.58'	106.50'	24°31'11"	N67°37'46"E	45.23'
C51	105.21'	282.50'	21°20'18"	S17°31'04"E	104.60'
C52	4.42'	167.50'	1°30'41"	N27°25'53"W	4.42'
C53	77.98'	167.50'	26°40'32"	N13°20'16"W	77.28'
C54	25.33'	106.50'	13°37'31"	N06°48'46"E	25.27'
C55	17.05'	20.00'	48°51'20"	S10°48'09"E	16.54'
C56	8.29'	20.00'	23°45'43"	S47°06'40"E	8.24'
C57	122.49'	475.00'	14°46'31"	S66°22'48"E	122.15'
C58	121.08'	475.00'	14°36'20"	S81°04'13"E	120.76'
C59	13.49'	475.00'	1°37'37"	S89°11'11"E	13.49'
C60	1.26'	275.00'	0°15'44"	N89°52'08"W	1.26'
C61	40.54'	275.00'	8°26'46"	N85°30'53"W	40.50'
C62	46.29'	475.00'	5°34'59"	S84°05'00"E	46.27'
C63	26.44'	475.00'	3°11'19"	S88°28'09"E	26.43'
C85	32.78'	482.50'	3°53'35"	S77°51'55"E	32.78'
C86	31.64'	20.00'	90°37'59"	S30°36'09"E	28.44'
C87	30.31'	117.50'	14°46'39"	N07°19'31"E	30.22'
C88	31.42'	20.00'	90°00'01"	S44°56'12"W	28.28'
C92	22.63'	525.00'	2°28'10"	S88°49'43"E	22.63'
C93	31.42'	20.00'	90°00'00"	N45°03'49"W	28.28'
C94	20.66'	82.50'	14°20'47"	N07°06'35"E	20.60'
C95	31.32'	20.00'	89°43'01"	N59°08'29"E	28.21'
C96	94.44'	517.50'	10°27'22"	N81°13'42"W	94.31'
C97	32.01'	517.50'	3°32'37"	N88°13'41"W	32.00'
C98	31.39'	20.00'	89°56'11"	S45°01'54"E	28.27'
C99	12.63'	82.50'	8°46'19"	S04°19'21"W	12.62'
C100	31.42'	20.00'	90°00'00"	S53°42'30"W	28.28'
C101	57.75'	525.00'	6°18'08"	S84°26'34"E	57.72'
C102	34.20'	225.00'	8°42'30"	N85°38'45"W	34.16'
C103	31.42'	20.00'	90°00'00"	N36°17'30"W	28.28'
C104	17.99'	117.50'	8°46'19"	S04°19'21"W	17.97'
C105	31.44'	20.00'	90°03'49"	N44°58'06"E	28.30'
C106	113.90'	71.50'	91°16'27"	S44°21'46"E	102.23'
C107	30.97'	20.00'	88°43'34"	S45°38'14"W	27.97'
C108	112.31'	71.50'	90°00'00"	N45°00'00"E	101.12'
C109	65.18'	132.50'	28°11'13"	N14°05'37"W	64.53'
C110	45.91'	317.50'	8°17'04"	S24°02'41"E	45.87'
C111	72.34'	317.50'	13°03'15"	S13°22'32"E	72.18'
C153	44.11'	500.00'	5°03'16"	S77°17'05"E	44.09'
C154	133.02'	500.00'	15°14'33"	N82°22'43"W	132.62'
C155	141.78'	89.00'	91°16'28"	S44°21'47"E	127.26'
C158	76.55'	500.00'	8°46'19"	S85°40'39"E	76.47'
C159	26.71'	100.00'	15°18'23"	N07°35'22"E	26.64'
C160	15.31'	100.00'	8°46'19"	S04°19'21"W	15.29'
C161	38.00'	250.00'	8°42'31"	N85°38'45"W	37.96'
C162	302.55'	500.00'	34°40'13"	S72°39'54"E	297.96'
C163	139.80'	89.00'	90°00'00"	N45°00'00"E	125.87'
C164	85.44'	89.00'	55°00'21"	N62°29'50"E	82.20'
C165	54.36'	89.00'	34°59'39"	N17°29'50"E	53.52'
C166	73.79'	150.00'	28°11'13"	N14°05'37"W	73.05'
C167	111.73'	300.00'	21°20'18"	S17°31'04"E	111.08'

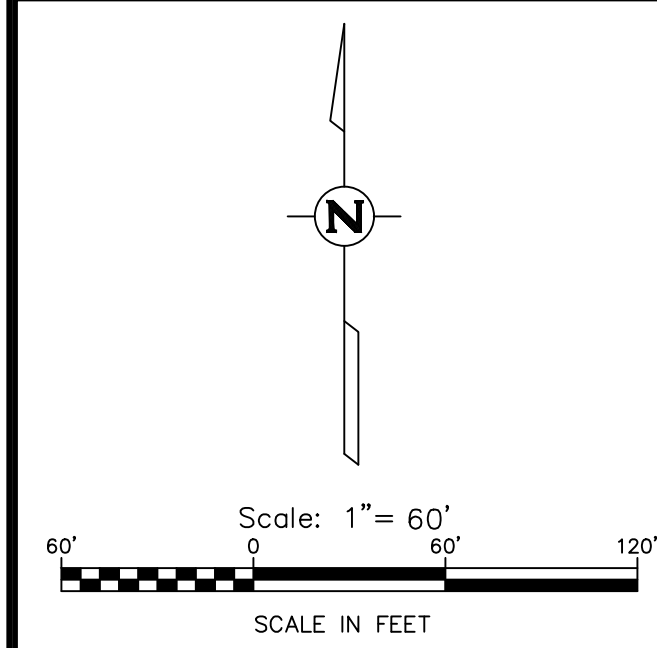


LEGEND	
■	INDICATES 4" X 4" X 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) FOUND (LB #4709 & LB #8498), UNLESS OTHERWISE NOTED.
□	INDICATES 4" X 4" X 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) OR 5/8" IRON PIN AND CAP SET (LB #4709 & LB #8498) (P.C.P.) LB #4709 & LB #8498 TO BE SET WITHIN ONE YEAR OF THE DATE THIS PLAT IS RECORDED.
○	INDICATES 5/8" IRON PIN AND CAP TO BE SET IN ACCORDANCE WITH SECTION 177.09(1)(9) FLORIDA STATUTES. (SEE NOTE #5).
C9	INDICATES CURVE NUMBER IN CURVE TABLE
L9	INDICATES LINE NUMBER IN LINE TABLE
CL	INDICATES CENTERLINE
Δ	INDICATES DELTA (CENTRAL ANGLE OF CURVE)
CB	INDICATES CHORD BEARING
CH	INDICATES CHORD DISTANCE
L	INDICATES ARC LENGTH
NO.	INDICATES NUMBER
ORB	INDICATES OFFICIAL RECORDS BOOK
PC	INDICATES POINT OF CURVATURE
PCC	INDICATES POINT ON CURVE
PRC	INDICATES POINT OF REVERSE CURVATURE
PT	INDICATES POINT OF TANGENCY
R	INDICATES RADIUS LENGTH
(R)	INDICATES RADIAL LINE
DRA	INDICATES DRAINAGE RETENTION AREA FOR STORMWATER MANAGEMENT INCLUDING CONVEYANCING PIPES
GFE	INDICATES GATE FACILITIES EASEMENT (RESERVED BY THE DEVELOPER AND ITS ASSIGNS)
SE	INDICATES SPECIAL EASEMENT RESERVED BY DEVELOPER AND ITS ASSIGNS, FOR LANDSCAPING AND/OR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF WATER, SANITARY SEWER, ELECTRIC, TELEPHONE, GAS OR OTHER UTILITIES AND/OR DRAINAGE FACILITIES AND/OR WALL FENCING AND/OR GOLF CART PATHS. DEVELOPER CONTEMPLATES PUTTING H.V.A.C. AND SIMILAR EQUIPMENT WITHIN THE EASEMENT AREA. UTILITY PROVIDERS UTILIZING SUCH EASEMENT AREA COVENANT, AS A CONDITION OF THE RIGHT TO USE SUCH EASEMENT, NOT TO INTERFERE OR DISTURB SUCH EQUIPMENT INSTALLED WITHIN THE EASEMENT AREA.
PB	INDICATES PLAT BOOK
PG	INDICATES PAGE
PGS	INDICATES PAGES
SQ. FT.	INDICATES SQUARE FEET
R/W	INDICATES RIGHT-OF-WAY

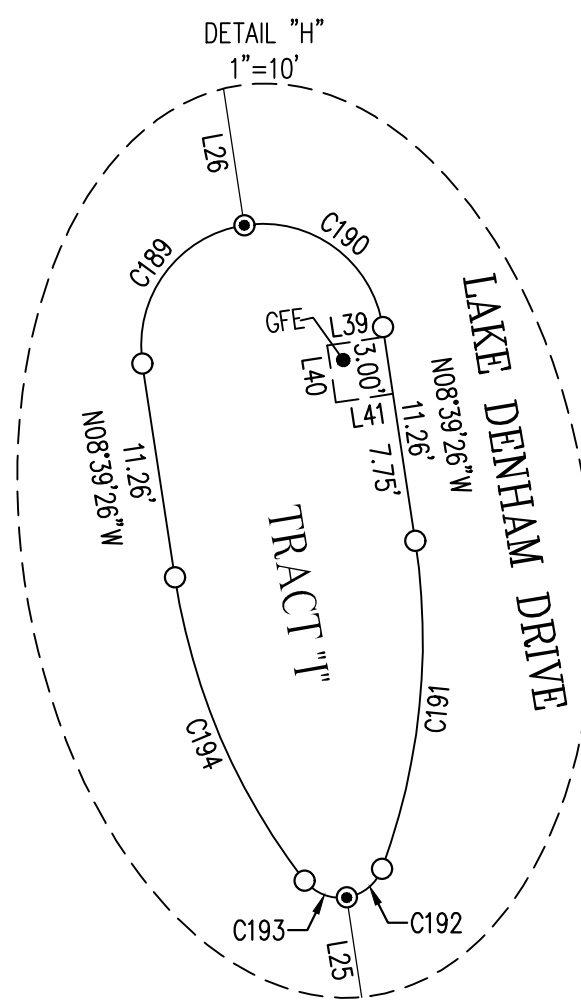


PREPARED BY:





LINE TABLE			LINE TABLE		
LINE	LENGTH	BEARING	LINE	LENGTH	BEARING
L1	62.48'	N8°39'26"W	L32	25.85'	N74°45'27"W
L8	23.97'	N52°43'29"W	L33	36.33'	S15°14'33"W
L9	12.15'	N52°43'29"W	L38	45.16'	N8°39'26"W
L10	11.82'	N52°43'29"W	L39	3.00'	N81°20'34"E
L11	21.59'	S20°29'44"E	L40	3.00'	N8°39'26"W
L12	10.63'	S20°29'44"E	L41	3.00'	N81°20'34"E
L13	10.96'	S20°29'44"E	L42	3.00'	N81°20'34"E
L25	8.23'	N8°39'26"W	L43	3.00'	N8°39'26"W
L26	21.34'	N8°39'26"W	L44	3.00'	N81°20'34"E
L27	25.26'	N74°45'27"W	L45	3.00'	S81°20'34"W
L28	25.45'	N74°45'27"W	L46	3.00'	S8°39'26"E
L29	28.16'	S81°20'34"W	L47	3.00'	S81°20'34"W
L30	53.97'	N74°45'27"W	L49	35.96'	S74°45'27"E
L31	28.12'	N74°45'27"W	L50	44.23'	S90°00'00"E

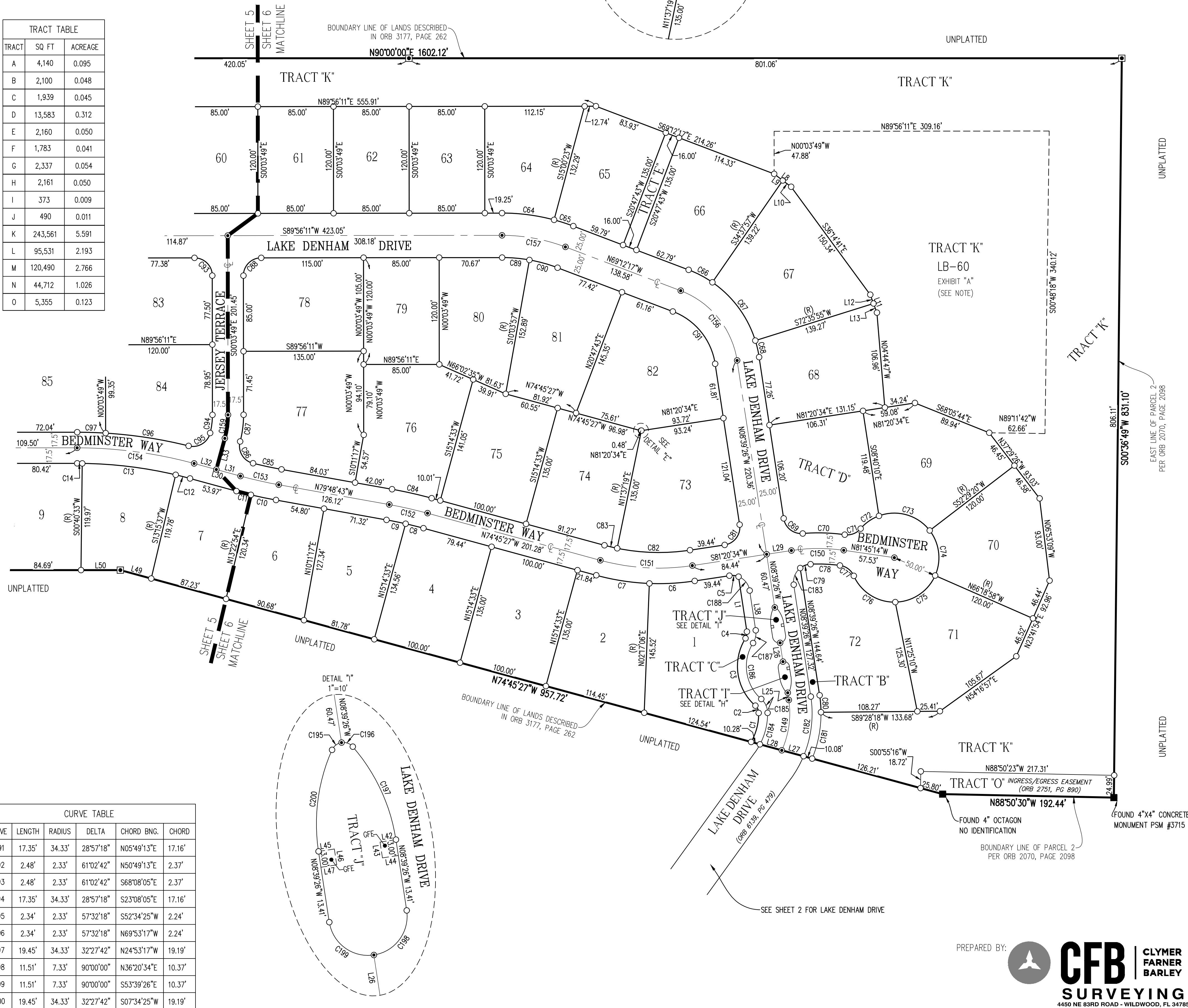


LEGEND

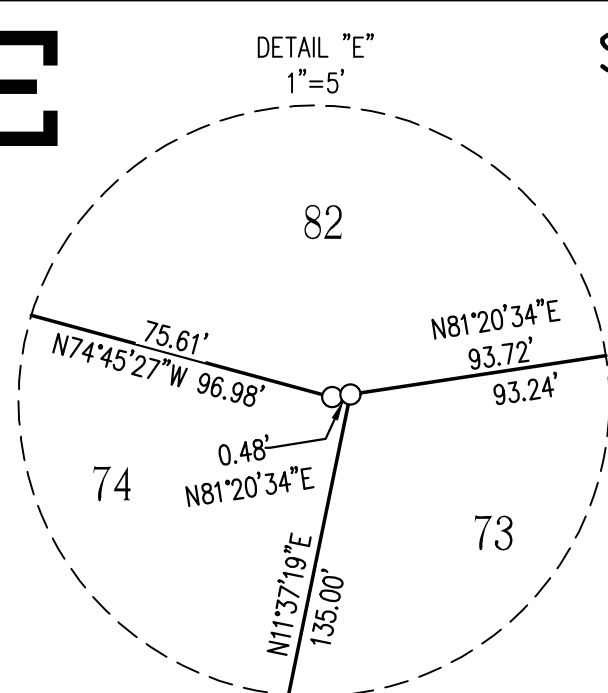
- INDICATES 4" x 4" x 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) FOUND (LB #4709 & LB #8498), UNLESS OTHERWISE NOTED.
- INDICATES 4" x 4" x 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) OR 5/8" IRON PIN AND CAP SET (LB #4709 & LB #8498) INDICATES P.K. NAIL AND DISK PERMANENT CONTROL POINT (P.C.P.) LB #4709 & LB #8498 TO BE SET WITHIN ONE YEAR OF THE DATE THIS PLAT IS RECORDED.
- INDICATES 5/8" IRON PIN AND CAP TO BE SET IN ACCORDANCE WITH SECTION 177.09(9) FLORIDA STATUTES. (SEE NOTE #5.)
- INDICATES CURVE NUMBER IN CURVE TABLE
- INDICATES LINE NUMBER IN LINE TABLE
- INDICATES CENTERLINE
- INDICATES DELTA (CENTRAL ANGLE OF CURVE)
- INDICATES CHORD BEARING
- INDICATES CHORD DISTANCE
- INDICATES ARC LENGTH
- INDICATES LICENSED BUSINESS
- INDICATES NUMBER
- INDICATES OFFICIAL RECORDS BOOK
- INDICATES POINT OF CURVATURE
- INDICATES POINT ON CURVE
- INDICATES POINT OF COMPOUND CURVATURE
- INDICATES POINT OF REVERSE CURVATURE
- INDICATES POINT OF TANGENCY
- INDICATES RADIUS LENGTH
- INDICATES RADIAL LINE
- INDICATES DRAINAGE RETENTION AREA FOR STORMWATER MANAGEMENT INCLUDING CONVEYANCING PIPES
- INDICATES GATE/FACILITIES EASEMENT (RESERVED BY THE DEVELOPER AND ITS ASSIGNS)
- INDICATES SPECIAL EASEMENT RESERVED BY DEVELOPER AND ITS ASSIGNS, FOR LANDSCAPING AND/OR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF WATER, SANITARY SEWER, ELECTRIC, TELEPHONE, GAS OR OTHER UTILITIES AND/OR DRAINAGE FACILITIES AND/OR WALL FENCING AND/OR GOLF CART PATHS, DEVELOPER CONTEMPLATES PUTTING H.V.A.C. AND SIMILAR EQUIPMENT WITHIN THE EASEMENT AREA. UTILITY PROVIDERS UTILIZING SUCH EASEMENT AREA COVENANT, AS A CONDITION OF THE RIGHT TO USE SUCH EASEMENT, NOT TO INTERFERE OR DISTURB SUCH EQUIPMENT INSTALLED WITHIN THE EASEMENT AREA.
- INDICATES PLAT BOOK
- INDICATES PAGE
- INDICATES SQUARE FEET
- INDICATES RIGHT-OF-WAY

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BNG.	CHORD
C1	34.06'	65.00'	30°01'18"	N14°37'00"E	33.67'
C2	9.28'	11.00'	48°20'33"	N24°33'56"W	9.01'
C3	83.27'	59.00'	80°52'00"	S08°18'12"E	76.53'
C4	7.83'	11.00'	40°47'13"	N11°44'11"E	7.67'
C5	10.47'	20.00'	30°00'00"	N83°39'26"W	10.35'
C6	51.09'	267.50'	10°56'32"	N86°48'50"E	51.01'
C7	60.50'	267.50'	12°57'27"	S81°14'10"E	60.37'
C8	20.56'	482.50'	2°26'31"	N75°58'42"W	20.56'
C9	22.00'	482.50'	2°36'45"	N78°30'20"W	22.00'
C10	28.85'	517.50'	3°11'37"	S78°12'54"E	28.84'
C11	16.81'	517.50'	1°51'39"	S75°41'16"E	16.81'
C12	16.69'	482.50'	1°58'56"	N75°44'55"W	16.69'
C13	105.98'	482.50'	12°35'04"	N83°01'55"W	105.76'
C14	5.69'	482.50'	0°40'33"	N89°39'43"W	5.69'
C64	59.18'	225.00'	15°04'12"	N82°31'43"W	59.01'
C65	22.73'	225.00'	5°47'20"	N72°05'57"W	22.72'
C66	30.19'	125.00'	13°50'14"	N62°17'10"W	30.11'
C67	82.83'	125.00'	37°57'59"	N36°23'04"W	81.32'
C68	19.08'	125.00'	8°44'39"	N130°1'45"W	19.06'
C69	30.00'	20.00'	85°55'59"	S51°37'25"E	27.26'
C70	47.28'	217.50'	12°27'15"	N88°21'48"W	47.18'
C71	19.98'	20.00'	57°13'50"	N69°14'55"E	19.16'
C72	25.45'	50.00'	29°09'37"	S55°12'49"W	25.17'
C73	63.44'	50.00'	72°41'43"	N73°51'31"W	59.27'
C74	53.40'	50.00'	61°11'43"	N06°54'49"W	50.90'
C75	56.90'	50.00'	65°12'28"	N56°17'16"E	53.88'
C76	58.43'	50.00'	66°57'17"	S57°37'51"E	55.16'
C77	20.30'	20.00'	58°09'22"	N53°13'54"W	19.44'
C78	33.12'	182.50'	10°23'53"	N87°30'31"W	33.07'
C79	12.55'	20.00'	35°56'58"	S69°19'04"W	12.34'
C80	19.15'	135.00'	8°07'43"	N04°35'34"W	19.14'
C81	31.42'	20.00'	90°00'00"	N36°20'34"E	28.28'
C82	82.29'	232.50'	20°16'45"	S88°31'03"E	81.86'
C83	14.69'	232.50'	3°37'14"	S76°34'04"E	14.69'
C84	45.65'	517.50'	5°03'16"	N77°17'05"W	45.64'
C85	32.78'	482.50'	3°53'35"	S77°51'55"E	32.78'
C86	31.64'	20.00'	90°37'59"	S30°36'09"E	28.44'
C87	30.31'	117.50'	14°46'39"	N07°19'31"E	30.22'
C88	31.42'	20.00'	90°00'01"	S44°56'12"W	28.28'
C89	30.94'	175.00'	10°07'46"	N84°59'56"W	30.90'
C90	32.77'	175.00'	10°43'46"	N74°34'10"W	32.72'
C91	79.26'	75.00'	60°32'52"	N38°55'52"W	75.62'
C93	31.42'	20.00'	90°00'00"	N45°03'49"W	28.28'
C94	20.66'	82.50'	14°20'47"	N07°06'35"E	20.60'
C95	31.32'	20.00'	89°43'01"	N59°08'29"E	28.21'
C96	94.44'	517.50'	10°27'22"	N81°13'42"W	94.31'
C97	32.01'	517.50'	3°32'37"	N88°13'41"W	32.00'
C149	57.93'	100.00'	33°11'34"	N07°56'21"E	57.13'
C150	59.00'	200.00'	16°54'12"	S89°47'40"W	58.79'
C151	104.28'	250.00'	23°53'59"	S86°42'26"E	103.53'
C152	44.11'	500.00'	5°03'17"	N77°17'05"W	44.10'
C153	44.11'	500.00'	5°03'16"	S77°17'05"E	44.09'
C154	133.02'	500.00'	15°14'33"	N82°22'43"W	132.62'
C156	105.68'	100.00'	60°32'51"	N38°55'51"W	100.83'
C157	72.81'	200.00'	20°51'31"	N79°38'03"W	72.41'
C159	26.71'	100.00'	15°18'23"	N07°35'22"E	26.64'
C181	53.35'	135.00'	22°38'27"	N10°47'31"E	53.00'
C182	68.33'	125.00'	31°19'20"	N07°00'14"E	67.49'
C183	20.94'	20.00'	60°00'00"	S21°20'34"W	20.00'
C184	36.74'	75.00'	28°04'14"	N13°38'28"E	36.38'
C185	17.72'	21.00'	48°20'33"	N24°33'56"W	17.20'
C186	69.16'	49.00'	80°52'00"	S08°18'12"E	63.56'
C187	14.95'	21.00'	40°47'13"	N11°44'11"E	14.64'
C188	20.94'	20.00'	60°00'00"	N38°39'26"W	20.00'
C189	9.94'	6.33'	90°00'00"	S36°20'34"W	8.95'
C190	9.94'	6.33'	90°00'00"	N53°39'26"W	8.95'

TRACT TABLE		
TRACT	SQ. FT.	ACREAGE
A	4,140	0.095
B	2,100	0.048
C	1,939	0.045
D	13,583	0.312
E	2,160	0.050
F	1,783	0.041
G	2,337	0.054
H	2,161	0.050
I	373	0.009
J	490	0.011
K	243,561	5.591
L	95,531	2.193
M	120,490	2.766
N	44,712	1.026
O	5,355	0.123



CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BNG.	CHORD
C191	17.35'	34.33'	28°57'18"	N05°49'13"E	17.16'
C192	2.48'	2.33'	61°02'42"	N50°49'13"E	2.37'
C193	2.48'	2.33'	61°02'42"	S68°08'05"E	2.37'
C194	17.35'	34.33'	28°57'18"	S23°08'05"E	17.16'
C195	2.34'	2.33'	57°32'18"	S52°34'25"W	2.24'
C196	2.34'	2.33'	57°32'18"	N69°53'17"W	2.24'
C197	19.45'	34.33'	32°27'42"	N24°53'17"W	19.19'
C198	11.51'	7.33'	90°00'00"	N36°20'34"E	10.37'
C199	11.51'	7.33'	90°00'00"	S53°39'26"E	10.37'
C200	19.45'	34.33'	32°27'42"	S07°34'25"W	19.19'



SHEET 6 OF 6

PLAT BOOK

PAGE

NOTE

EXHIBIT A = EASEMENTS SET FORTH IN O.R. BOOK 6016, PAGES 35-53. (STORMWATER RUNOFF, RETENTION & TREATED EFFLUENT)

UNPLATTED

TRACT "K"

TRACT "K"
LB-60
EXHIBIT "A"
(SEE NOTE)

UNPLATTED

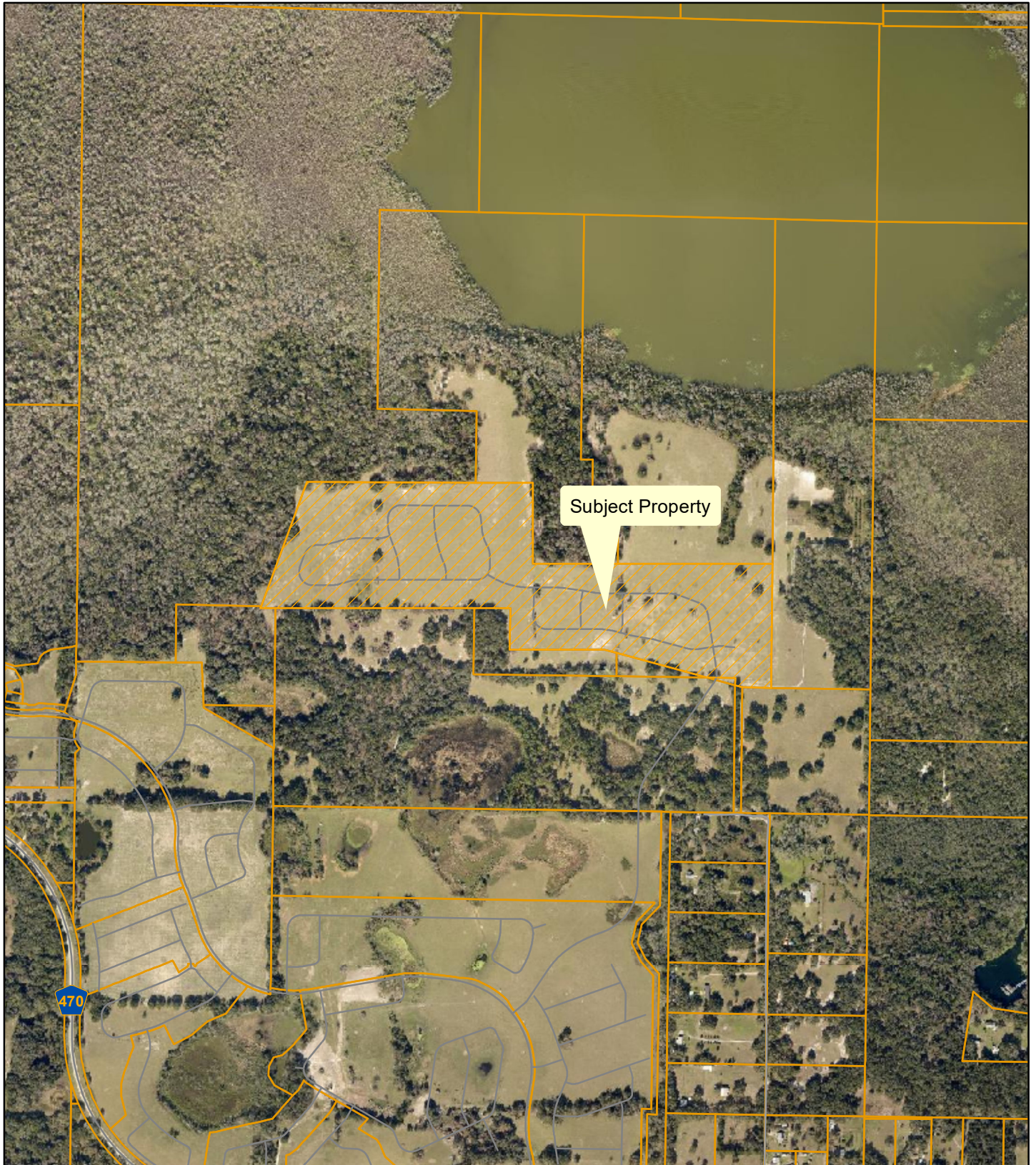
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UNPLATTED

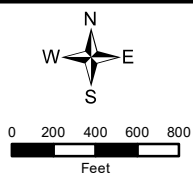
PREPARED BY:



Aerial

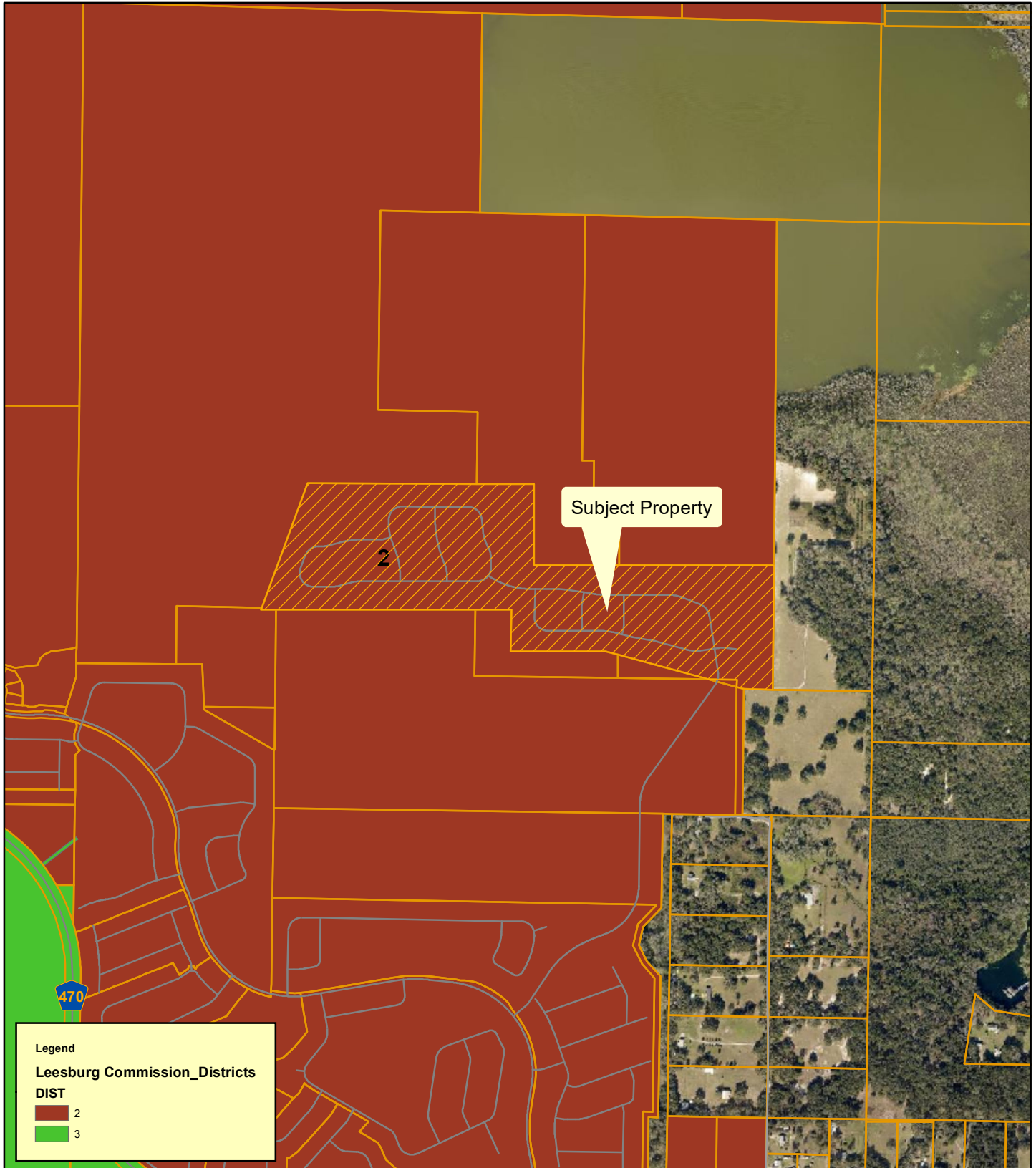


**Planning
& Zoning
Division**

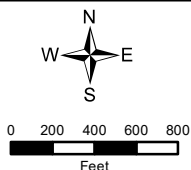


VOWL Unit 84
VOWL-FPA-23-206
AK #3915827
June 1, 2023

Commission District



**Planning
& Zoning
Division**



VOWL Unit 84
VOWL-FPA-23-206
AK #3915827
June 1, 2023

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.5.

Meeting Date: June 12, 2023

From: Andi Purvis, (City Clerk)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, accepting a Utility Easement from DRJ Land Company, LLC, affecting the property described therein; and providing an effective date.

Staff Recommendation:

Staff recommends accepting and approving the Resolution for a Utility Easement from DRJ Land Company, LLC, affecting the property described in the document.

Analysis:

DRJ Land Company, 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.

Procurement Analysis:

N/A

Options:

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

Fiscal Impact:

None

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA, ACCEPTING A UTILITY EASEMENT FROM DRJ LAND
COMPANY, LLC, AFFECTING THE PROPERTY DESCRIBED THEREIN;
AND PROVIDING AN EFFECTIVE DATE.**

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

THAT the Utility Easement granted to the City of Leesburg, Florida by DRJ Land Company, LLC, over, under, upon, across, through, and within the real property described in the document, 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 12th day of June 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 **DRJ LAND COMPANY, LLC**, a Florida limited liability company, whose mailing address is 2025 SW College Road, Ocala, Florida 34471 (“**GRANTOR**”), to **THE CITY OF LEESBURG, FLORIDA**, a Florida municipal corporation, 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 SKETCH OF DESCRIPTION ATTACHED HERETO AS EXHIBIT “1”

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:

DRJ LAND COMPANY, LLC, a Florida limited liability company

Signature

By: _____
Donald R. Jenkins, Manager

Printed Name

Signature

Printed Name

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 2023, by Donald R. Jenkins, as Manager of DRJ Land Company, LLC, a Florida limited liability company, who is ☐ personally known to me or ☐ who produced the following identification:

Notary Public Signature

Notary Public Name

My Commission Number:

My Expiration Date:

(seal)

SKETCH OF DESCRIPTION EASEMENT

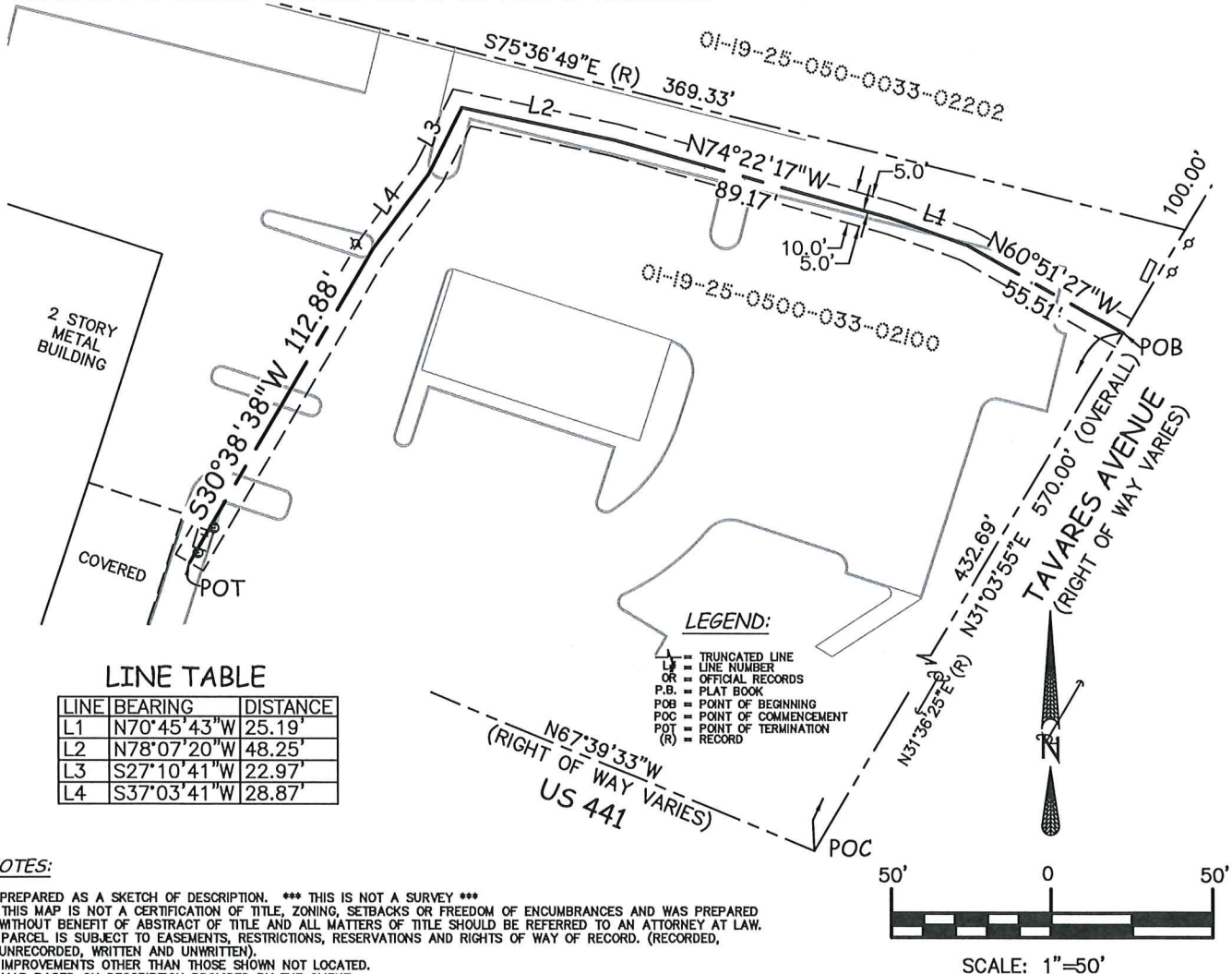
Parcel No.: 01-19-25-0500-033-02100

PUBLIC RECORDS OF LAKE COUNTY, FL.

DESCRIPTION PREPARED:

A 10' wide strip of land situated in Lot 22, Block 33 SILVER LAKE ESTATES, a subdivision according to the revised and corrected plat of resubdivision of subdivision of SILVER LAKE ESTATES, recorded in Plat Book 10, pages 66 through 69, inclusive, Public Records of Lake County, Florida, the Centerline of which is more particularly described as follows;

Commencing at the southeast corner of said lot 22, thence N31°36'25"E along the Easterly line of said Lot 22, a distance of 432.69 feet to the Point of Beginning of this description; from said Point of Beginning thence along said centerline the following 7 courses: N60°51'27"W a distance of 55.51 feet; thence N70°45'43"W a distance of 25.19 feet; thence N74°22'17"W a distance of 89.17 feet; thence N78°07'20"W a distance of 48.25 feet; thence S27°10'41"W a distance of 22.97 feet; thence S37°03'41"W a distance of 28.87 feet; thence S30°38'38"W a distance of 112.88 feet to the Point of Termination.



REVISIONS:

PROJECT NO: 23-1268

SCALE: 1"=50'

DRAWN BY: RAE

CHECKED BY: MGEL

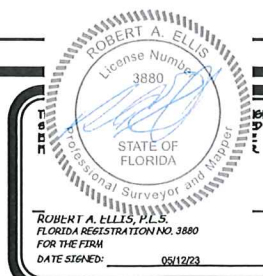
DATE DRAWN: 05/11/2023

FIELD BOOK/PAGE: XX/XX



ELLIS SURVEYS LLC Land Surveying & Planning

P.O. Box 160952
Altamonte Springs, FL 32716
Florida Licensed Business LB-7970
P. 407-834-4003 F. 407-869-5454
www.ellisurveys.com



JOINDER AND CONSENT TO UTILITY EASEMENT

TRUIST BANK, a North Carolina banking corporation, hereby certifies that it is the holder of a mortgage, lien, or other encumbrance 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 DRJ LAND COMPANY, LLC and the CITY OF LEESBURG; and agrees that its mortgage, lien, or other encumbrance which is recorded in O.R. Book 5940, Page 1313, of the Public Records of Lake County, Florida, shall be subordinated to said easement.

Signed and sealed in the presence of:

TRUIST BANK,
A North Carolina banking corporation,

Printed Name: _____

By: _____
Print Name: _____
Title: _____

Printed Name: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2023, by _____, as _____ of TRUIST BANK, who is ____ personally known or produced _____ as identification.

(Seal)

NOTARY PUBLIC

EXHIBIT "A"

LEGAL DESCRIPTION

Begin at the intersection of the Northerly right-of-way line of U.S. Highway No. 441 with the East line of Lot 22, Block 33, SILVER LAKE ESTATES, according to the revised and corrected plat of Re-subdivision of Subdivision of SILVER LAKE ESTATES, recorded in Plat Book 10, Pages 66 to 69, inclusive, Public Records of Lake County, Florida; run North 67°07'04" West along said Northerly right-of-way line of U.S. Highway No. 441 a distance of 253.00 feet to an iron pin labeled L.B. 707, said point being on the Easterly line of Lot 21 of said Block 33 of SILVER LAKE ESTATES; thence continue North 67°07'04" West along said Northerly right-of-way line of U.S. Highway No. 441, a distance of 150.00 feet to an iron pin labeled L.B. 707; thence leaving said Northerly right-of-way line, run North 16°34'00" East, 412.50 feet to an iron pin labeled L.B. 707, said point being 410 feet Northeasterly of, when measured at right angles thereto, the aforementioned Northerly right-of-way line of U.S. Highway 441; thence South 67°07'04" East, parallel with the Northerly right-of-way line of U.S. Highway No. 441 a distance of 154.39 feet to an iron pin labeled L.B. 707, said point being on the Easterly line of the aforementioned Lot 21, Block 33 of SILVER LAKE ESTATES; thence South 75°36'49" East, 369.33 feet to the Easterly line of the aforementioned Lot 22, Block 33, SILVER LAKE ESTATES; thence South 31°36'25" West along said Easterly line of Lot 22 a distance of 470.00 feet to the Point of Beginning.

AND

Commence at the intersection of U.S. Highway 441 with the East line of Lot 22, Block 33 SILVER LAKE ESTATES, a subdivision according to the revised and corrected plat of re-subdivision of subdivision of SILVER LAKE ESTATES, recorded in Plat Book 10, pages 66 through 69, inclusive, Public Records of Lake County, Florida, run North 31°36'25" East along the Easterly line of the aforementioned Lot 22, Block 33, SILVER LAKE ESTATES, a distance of 470.00 feet to the Point of Beginning of this description; from said Point of Beginning run North 75°36'49" West 369.33 feet; thence North 51°30'55" East, 286.00 feet; thence South 45°15'50" East, 262.24 feet to a point on the aforementioned Easterly line of Lot 22, Block 33, SILVER LAKE ESTATES; thence South 31°36'25" West along said Easterly line of Lot 22, Block 33, a distance of 100.00 feet to the Point of Beginning.

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.6.

Meeting Date: June 12, 2023

From: Andi Purvis, (City Clerk)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, accepting a Utility Easement from Robert G. Bundens, Sr. and Joann R. Bundens affecting the property described therein; and providing an effective date.

Staff Recommendation:

Staff recommends accepting and approving the Resolution for a Utility Easement from Robert and Joann Bundens affecting the property described in the document.

Analysis:

Robert and Joann Bundens are 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.

Procurement Analysis:

N/A

Options:

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

Fiscal Impact:

None

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA, ACCEPTING A UTILITY EASEMENT FROM ROBERT G.
BUNDENS, SR. AND JOANN R. BUNDENS AFFECTING THE PROPERTY
DESCRIBED THEREIN; AND PROVIDING AN EFFECTIVE DATE.**

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

THAT the Utility Easement granted to the City of Leesburg by Robert G. Bundens, Sr., and Joann R. Bundens over, under, upon, across, through, and within the real property described in the document, 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 12th day of June 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 **ROBERT G. BUNDENS, SR., and JOANN R. BUNDENS**, whose mailing address is 2712 Youngs Road, Leesburg, Florida 34748 ("**GRANTORS**"), to **THE CITY OF LEESBURG, FLORIDA**, a Florida municipal corporation, whose mailing address is P.O. Box 490630, Leesburg, Florida 34749-0630, and its successors and assigns ("**GRANTEE**");

WITNESSETH:

THAT GRANTORS, 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, do 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 LEGAL DESCRIPTION AND SKETCH 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.

GRANTORS 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, **GRANTORS** 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. **GRANTORS** reserve 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.

GRANTORS warrant and covenant that GRANTORS are lawfully seized and in possession of the real property underlying the Easement Area, as specifically described and depicted in Exhibit "A" attached hereto, and have 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 GRANTORS on the day and year indicated below.

WITNESSES:

GRANTORS:

Kevin D Hinton
Signature

Kevin D Hinton
Printed Name

Fay Hinton
Signature

FAY Hinton
Printed Name

Robert G Bundens, Sr.
Robert G. Bundens, Sr.

Date: May 17, 2023

Joann R Bundens
Joann R. Bundens

Date: May 17, 2023

STATE OF Florida
COUNTY OF Lane

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 18 day of May, 2023, by Robert G. Bundens, Sr. and Joann R. Bundens, who are ☒ personally known to me or ☐ who produced the following identification:

My Commission Number: HH 198955
My Expiration Date: 11-15-2025

James Coup
Notary Public Signature
James Coup
Notary Public Name

(seal)



JAMES COUP
Notary Public
State of Florida
Comm# HH198955
Expires 11/15/2025

Description of Sketch

Legal Description:

Proposed Utility Easement

A portion of the Northwest 1/4 of the Northeast 1/4 of Section 33, Township 19 South, Range 24 East, Lake County, Florida Being more particularly described as follows:

Commence at the Southwest Corner of the Northwest 1/4 of the Northeast 1/4 Section 33, Township 19 South, Range 24 East, Lake County, Florida.

Thence, North 00°05'23" West along the West line of the Northeast 1/4 a distance 40.00 Feet to the Apparent North Right-of-Way Line of Youngs Road, a Public Right-of-Way, also being the Point of Beginning of the herein described parcel, Thence along said Line, North 00°05'23" West a distance of 808.91 Feet, Thence departing said Line, North 89°37'37" East a distance of 16.30 Feet, Thence Parallel to aforementioned West line, South 00°05'23" East a distance of 103.47 Feet, Thence, North 89°54'37" East a distance of 9.70 Feet, Thence Parallel to aforesaid West line of the Northeast 1/4, South 00°05'23" East a distance of 10.00 Feet, Thence, South 89°54'37" West a distance of 9.70 Feet, Thence Parallel to aforesaid West line of the Northeast 1/4, South 00°05'23" East a distance of 685.52 Feet, Thence Parallel to the North Right-of-way line of Youngs Road, being a Public Right-of-Way, North 89°54'37" East a distance of 133.70 Feet, Thence Parallel to the West line of the Northeast 1/4, South 00°05'23" East a distance of 10.00 Feet, to the above described Apparent North Right-of-Way Line of Youngs Road, a Public Right-of-Way, Thence, South 89°54'37" West a distance of 150.00 Feet to Point of Beginning.

Said Property Containing 14619.6 Square Feet or 0.34 Acres, more or less.

This is NOT a Survey.

This is ONLY a Description.

This Sketch and Description consist of two sheets and is not full and or complete without both sheets.

Sketch Date: 05-16-23
Drawn By: ADS
Approved By: PKI
Field: 05-09-23

Sketch and Description Certified To:

ROBERT BUNDENS

*Ireland & Associates
Surveying, Inc.*

800 Currency Circle Suite 1020
Lake Mary, Florida 32746
www.iirelandsurveying.com
Office-407.678.3366 Fax-407.320.8165

Notes-
>Sketch is Based upon the Legal Description Supplied by Client.
>Abutting Properties Deeds have NOT been Researched for Gaps, Overlaps and/or Hiatus.
>Subject to any Easements and/or Restrictions of Record.
>Bearing Basis shown hereon, is Assumed and Based upon the Line Denoted with a "BB".
>Building Ties are NOT to be used to reconstruct Property Lines.
>Fence Ownership is NOT determined.
>Roof Overhangs, Underground Utilities and/or Footers have NOT been located UNLESS otherwise noted.
>Septic Tanks and/or Drainfield locations are approximate and MUST be verified by appropriate Utility Location Companies.
>Use of This Sketch for Purposes other than Intended, Without Written Verification, Will be at the User's Sole Risk and Without Liability to the Surveyor. Nothing Hereon shall be Construed to Give ANY Rights or Benefits to Anyone Other than those Certified.

-Legend-			
C	- Calculated	PC	- Point of Curvature
CL	- Centerline	Pg.	- Page
CB	- Concrete Block	PI	- Point of Intersection
CM	- Concrete Monument	P.O.B.	- Point of Beginning
Conc.	- Concrete	P.O.L.	- Point on Line
D	- Description	PP	- Power Pole
DE	- Drainage Easement	PRM	- Permanent Reference Monument
Esmt.	- Easement	PT	- Point of Tangency
F.E.M.A.	- Federal Emergency Management Agency	R	- Radius
FFE	- Finished Floor Elevation	Rad.	- Radial
Find.	- Found	R&C	- Rebar & Cap
IP	- Iron Pipe	Rec.	- Recovered
L	- Length (Arc)	Rfd.	- Roofed
M	- Measured	Set	- Set 1/2" Rebar & Cap "LB 7623"
N&D	- Nail & Disk	Rebar	
N.R.	- Non-Radial	Typ.	- Typical
ORB	- Official Records Book	UE	- Utility Easement
P	- Plat	WM	- Water Meter
P.B.	- Plat Book	Δ	- Delta (Central Angle)
-o-	- Wood Fence	-X-	- Chain Link Fence

I hereby Certify that this Sketch and Description of the above Described Property is True and Correct to the Best of my Knowledge and Belief as recently Surveyed under my Direction on the Date Shown, Based on Information furnished to Me as Noted and Conforms to the Standards of Practice for Land Surveying in the State of Florida in accordance with Chapter 53-17.052 Florida Administrative Codes, Pursuant to Section 472.027 Florida Statutes.

Patrick K. Ireland
Patrick K. Ireland, P.S.M. 6637 LB 7623
Date Signed: 05-11-23

This Sketch is intended ONLY for the use of Said Certified Parties. This Sketch NOT VALID UNLESS Signed and Embossed with Surveyor's Seal. File No. IS-110919

Sketch of Description

L1
N 00°05'23" W 40.00'
L2
N 00°05'23" W 808.91'
L3
N 89°37'37" E 16.30'
L4
S 00°05'23" E 103.47'
L5
N 89°54'37" E 9.70'
L6
S 00°05'23" E 10.00'
L7
S 89°54'37" W 9.70'
L8
S 00°05'23" E 685.52'
L9
N 89°54'37" E 133.70'
L10
S 00°05'23" E 10.00'
L11
S 89°54'37" W 150.00'



NOT to Scale

This is NOT a Survey.

This is ONLY a Description.

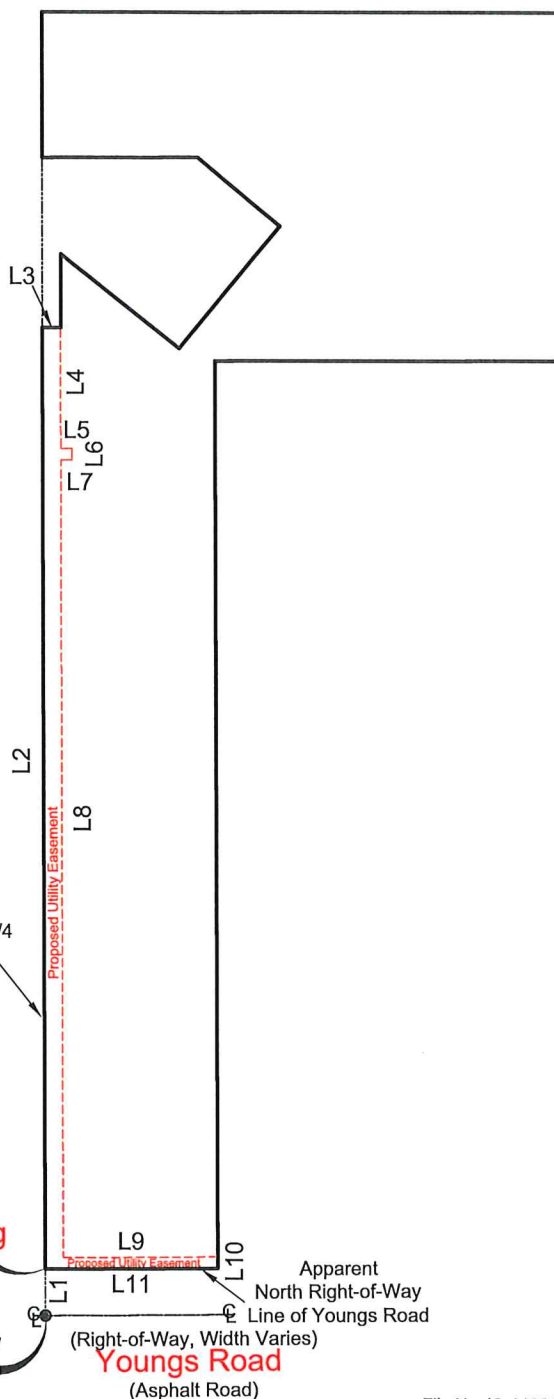
This Sketch and Description consist of two sheets and is not full and or complete without both sheets.

*Ireland & Associates
Surveying, Inc.*

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Lake Mary, Florida 32746
www.irelandsurveying.com
Office-407.678.3366 Fax-407.320.8165

West Line of Northeast 1/4
of Section 33-19-24

Point of Beginning
Point of Commencement
SW Corner of The NW
1/4 of The NE 1/4
Section 33-19-24



File No. IS-110919

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.7.

Meeting Date: June 12, 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 FCC Environmental Services Florida, LLC, for the purpose of granting the City an easement over the property described therein; and providing an effective date.

Staff Recommendation:

Staff recommends accepting and approving the Resolution for a Utility Easement from FCC Environmental Services Florida, LLC, for the property described therein.

Analysis:

FCC Environmental Services Florida, 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.

Procurement Analysis:

N/A

Options:

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

Fiscal Impact:

None

RESOLUTION NO. _____

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

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

THAT the Utility Easement granted to the City of Leesburg by FCC Environmental Services Florida, 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, 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 12th day of June 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 **FCC ENVIRONMENTAL SERVICES FLORIDA, LLC**, a Florida limited liability company, whose mailing address is 5840 Corporate Way, Suite 250, West Palm Beach, Florida 33407, ("**GRANTOR**,"") to **THE CITY OF LEESBURG, FLORIDA**, a Florida municipal corporation, 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 LEGAL DESCRIPTION AND SKETCHES 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:

FCC ENVIRONMENTAL SERVICES
FLORIDA, LLC, a Florida limited liability
company



Signature

CARLOS ALEGRIA

Printed Name

Signature
SANTIAGO CARLOS

Printed Name

By: 

Juan Gorriti, Manager

STATE OF Texas
COUNTY OF Montgomery

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 30 day of May, 2023, by Juan Gorriti, as Manager of FCC Environmental Services Florida, LLC, a Florida limited liability company, who is ☒ personally known to me or ☐ who produced the following identification:

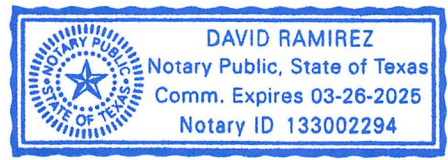


Notary Public Signature
David Ramirez

Notary Public Name

My Commission Number: 133002294
My Expiration Date: 03-26-2025

(seal)



LEGAL DESCRIPTION:

EASEMENT 1

The East 10.00 feet, of the West 139.16 feet, of the South 617.08 feet, of the East 1/2, of the Southeast 1/4, of the Northwest 1/4, of Section 29, Township 19 South, Range 24 East, Lake County, Florida.

AND

EASEMENT 2

The East 10.00 feet, of the West 139.16 feet, of the North 60.90 feet, of the East 1/2, of the Northeast 1/4, of the Southwest 1/4, of Section 29, Township 19 South, Range 24 East, Lake County, Florida.

AND

EASEMENT 3

The East 24.00 feet, of West 129.16 feet, of the North 15.00 feet, of the South 286.46 feet of the East 1/2, of the Southeast 1/4, of the Northwest 1/4, of Section 29, Township 19 South, Range 24 East, Lake County, Florida.

Exhibit "A"

Page 3

**CERTIFIED TO:
OPAL FUELS**

THIS IS NOT A SURVEY

SEE SHEET 2 OF 3 AND SHEET 3 OF 3 FOR SKETCH

LEGAL DESCRIPTION FOR

10.00' WIDE UTILITY EASEMENT

MAY 11, 2023

— *Date* —

John D. Hoechst, LS 4355

NOT VALID WITHOUT EMBOSSED SEAL AND ORIGINAL SIGNATURE

SCALE: N/A

DRAWING FILE: 22030.DWG

AMERICAN VETERAN SURVEY COMPANY, Inc.

Professional Surveyors and Mappers

501 N. McDonald Street, Unit 405
Mount Dora, Florida 32757

Tel. (352) 617 3183

LB# 8043

JOB NUMBER:

22030

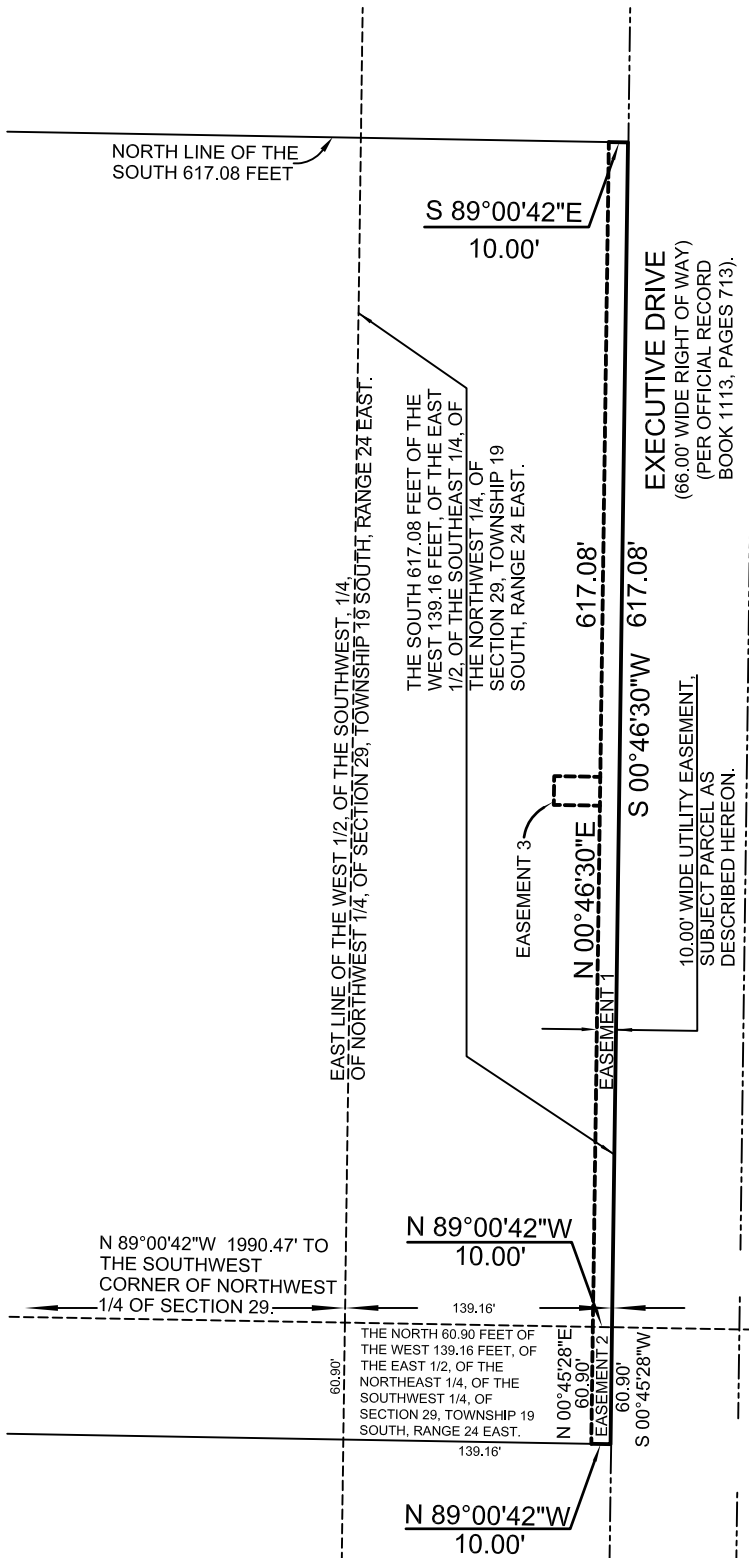
SHEET

1 OF 3

SKETCH OF DESCRIPTION

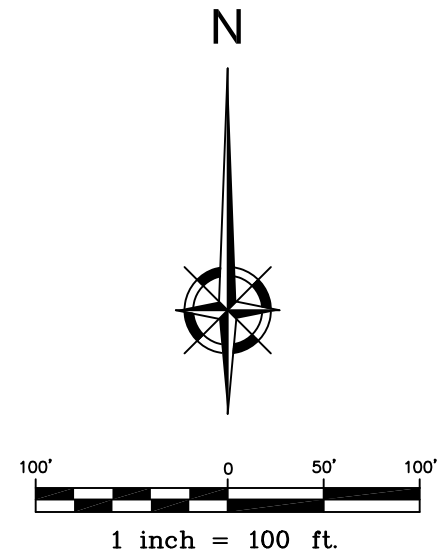
OPAL FUELS





NOTES:

- 1.) THIS IS NOT A BOUNDARY SURVEY.
- 2.) THE BASIS OF BEARINGS FOR THIS SKETCH IS THE SOUTHERLY LINE OF THE NORTHWEST 1/4, OF SECTION 29, TOWNSHIP 19, SOUTH, RANGE 24, EAST, LAKE COUNTY, FLORIDA. SAID SOUTHERLY LINE HAVING A BEARING OF N89°00'42"W, DATUM IS ASSUMED.



Page 4

1 OF 3 FOR LEGAL DESCRIPTION

SKETCH OF LEGAL DESCRIPTION FOR
10.00' WIDE UTILITY EASEMENT

SEE SHEET 1 OF 3 FOR RAISED SEAL
AND ORIGINAL SIGNATURE.

MAY 11, 2023

Date

John D. Hoechst, LS 4355

NOT VALID WITHOUT EMBOSSED SEAL AND ORIGINAL SIGNATURE

SCALE: 1" = 100'

DGW FILE: 22030.DWG



AMERICAN VETERAN SURVEY COMPANY, inc.
Professional Surveyors and Mappers
601 N. McDonald Street, Unit 405
Mount Dora, Florida 32757
Tel. (352) 617-3183

LB# 8043

SKETCH OF DESCRIPTION

OPAL FUELS

JOB NUMBER: 22030

SHEET 2 OF 3

SHEET 3 OF 3

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.8.

Meeting Date: June 12, 2023

From: Dan Miller, (Planning and Zoning Director), Christine Rock, (Senior Planner)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, accepting and approving a plat for Silver Lake Pointe Phase 1, a subdivision of the City of Leesburg, Florida, being a portion of Sections 9 and 10, Township 19 South, Range 25 East, Lake County, Florida, and accepting and dedicating to the use of the public any easements or public places shown thereon as being dedicated to the public; and providing an effective date. (Silver Lake Pointe Phase 1)

Staff Recommendation:

Staff recommends approval of the plat for Silver Lake Pointe Phase 1 subdivision.

Analysis:

The property is generally located east of County Road 44 and south of Clark Street. The proposal is for approval of a plat consisting of 166 single-family residential lots. The review process for zoning, site plan and construction plans has been completed. Approval of this plat will complete the project review process and allow for the applicant(s) to apply for building permits, construct, and sell homes within this new subdivision.

Procurement Analysis:

N/A

Options:

1. Approve the request for a plat of the new Silver Lake Pointe Phase 1 subdivision; or
2. Other such action as the Commission may deem appropriate.

Fiscal Impact:

No direct fiscal impact will result from this action. However, a future positive fiscal impact will result from the completion of the homes to be constructed in this project, in the form of ad valorem taxes, impact fees and utility fees.

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, ACCEPTING AND APPROVING A PLAT FOR SILVER LAKE POINTE PHASE 1, A SUBDIVISION OF THE CITY OF LEESBURG, FLORIDA, BEING A PORTION OF SECTIONS 9 AND 10, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, AND ACCEPTING AND DEDICATING TO THE USE OF THE PUBLIC ANY EASEMENTS OR PUBLIC PLACES SHOWN THEREON AS BEING DEDICATED TO THE PUBLIC; AND PROVIDING AN EFFECTIVE DATE. (SILVER LAKE POINTE PHASE 1)

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

THAT the plat of the following described lands, which is named Silver Lake Pointe Phase 1 is hereby approved and accepted by the City of Leesburg, Florida; being

PHASE I DESCRIPTION:

That part of the Southeast 1/4 of Section 10, Township 19 South, Range 25 East, Lake County, Florida; part 3, 4, 5 and 6, Block 20 and part of Lots 1, 2 AND 3, Block 21, SILVER LAKE ESTATES (revised and corrected of re-subdivision of SILVER LAKE ESTATES) as recorded in Plat Book 10, Pages 66 through 69, Public Records of Lake County, Florida, part of FOREST AT SILVER LAKE, according to the Plat thereof, as recorded in Plat Book 62, Pages 34 through 38, of the Public Records of Lake County, Florida all lying in Sections 9 and 10, Township 19 South, Range 25 East, Lake County, Florida being more particularly described as follows:

BEGIN at the Southwest corner of the Northwest 1/4 of the Southwest 1/4, of Section 10, Township 19 S, E also being the Northeast corner of Block 19, SILVER LAKE ESTATES (revised and corrected Plat of re-survey of SILVER LAKE ESTATES) as recorded in Plat Book 10, Pages 66 through 69, Public records of Lake County, Florida and the North line of FOREST AT SILVER LAKE, as recorded in Plat Book 62, Pages 34 through 35, Public records of Lake County, Florida; thence run South 89°21'46" East along said North line of FOREST AT SILVER LAKE, 660.22 feet to the Northeast corner of said FOREST AT SILVER LAKE also being the Northwest corner of Lot 3, Block 20 of said SILVER LAKE ESTATES; thence run South 89°26'57" East along the North line of said SILVER LAKE ESTATES, 1987.81 feet to the Northeast corner of said Block 20 also being the Southeast corner of the Northwest 1/4 of the Southeast 1/4 of said Section 10; thence run North 00°49'47" East along the South line of said Northwest 1/4 of the Southeast 1/4 of section 10 a distance of 350.00 feet; thence departing said line run South 89°13'19" East, 625.00 feet; thence South 00°52'31" West, 350.00 feet to the North line of Block 20 of said SILVER LAKE ESTATES; thence South 89°13'19" East along said North line, 50.00 feet to the Northwest corner of Tract E, SILVER LAKE MEADOWS, as recorded in Plat Book 50, Pages 17 and 18, Public records of Lake County, Florida; thence along the Westerly and Northerly boundary of said SILVER LAKE MEADOWS the following (4) courses and distances: South 01°24'01" West, 258.97 feet; thence North 89°21'22" West, 131.67 feet; thence North 12°06'58" West, 407.81 feet; thence North 89°18'28" West, 460.66 feet to the Northwest corner of said Tract E, SILVER LAKE MEADOWS and the West line of Lot 1, Block 21 of said SILVER LAKE ESTATES; thence North 00°33'03" East along said West line, 459.80 feet; thence departing said West line North 89°26'57" West, 426.75 feet to the Northwest corner of Lot 1, Block 21 of said SILVER LAKE ESTATES; thence North 00°33'03" East, 25.00 feet; thence North 89°26'57" West, 200.00 feet; thence South 00°33'03" West, 25.00 feet; thence North 89°26'57" West, 241.43 feet to the East line of Lot 4, Block 20 of said SILVER LAKE ESTATES; thence South 00°38'40" East along said East line, 691.68 feet; thence departing said East line North 89°57'12" East, 434.78 feet; thence North 00°02'39" East, 24.43 feet; thence North 44°25'16" East, 95.04 feet; thence North 00°02'39" East, 101.21 feet; thence North 00°47'07" East, 78.61 feet; thence North 89°12'53" West, 169.88 feet; thence North 00°34'06" East, 40.21 feet; thence South 81°55'05" West, 491.37 feet; thence North 08°04'55" West, 95.00 feet; thence South 81°55'05" West, 50.00 feet; thence South 08°04'55" East, 95.00 feet; thence South 81°55'05" West, 36.00 feet; thence South 08°04'55" East, 117.54 feet; thence South 82°33'55" West, 95.29 feet to the beginning of a tangent curve concave Northerly having a radius of 25.00 feet, a chord bearing of North 52°45'30" West, a chord length of 25.00 feet; thence run along the arc of said curve through a central angle of 89°21'10", an arc length of 38.99 feet to a point of tangency; thence South 81°55'05" West, 50.00 feet; thence South 08°04'55" East, 3.93 feet to the beginning of a tangent curve concave Westerly having a radius of 20.00 feet, a chord bearing of South 37°14'30" West, a chord length of 28.44 feet; thence run along the arc of said curve through a central angle of 90°38'50", an arc length of 28.44 feet to a point of tangency; thence South 82°33'55" West, 198.68 feet to the beginning of a tangent curve concave Southerly having a radius of 750.00 feet, a chord bearing of South 76°37'10" West, a chord length of 15.00 feet; thence run along the arc of said curve through a central angle of 11°53'31", an arc length of 155.66 feet to the beginning of a reverse curve concave Northerly having a radius of 25.00 feet, a chord bearing of North 54°55'51" West, a chord length of 40.65 feet; thence run along the arc of said curve through a central angle of 108°47'29", an arc length of 47.47 feet to the beginning of a compound curve concave Easterly having a radius of 125.00 feet, a chord bearing of North 18°03'59" East, a chord length of 79.75 feet; thence run along the arc of said curve through a central angle of 37°12'11", an arc length of 81.16 feet to a point of tangency; thence North 36°38'46" East, 34.76 feet to the beginning of a tangent curve concave Westerly having a radius of 75.00 feet, a chord bearing of North 13°13'17" East, a chord length of 59.63 feet; thence run along the arc of said curve through a central angle of 46°50'58", an arc length of 59.63 feet to a point of non-tangency; thence South 79°47'48" West, 50.00 feet to the beginning of a non-tangent curve concave Southerly having a radius of 25.00 feet, a chord bearing of North 49°54'34" West, a chord length of 25.00 feet;

feet; thence run along the arc of said curve through a central angle of 79°24'44", an arc length of 34.65 feet to the beginning of a reverse curve concave Northerly having a radius of 245.00 feet, a chord bearing of North 7°11'00" West, a chord length of 152.57 feet; thence run along the arc of said curve through a central angle of 36°11'00" West, an arc length of 155.15 feet to a point of tangency; thence North 53°19'56" West, 30.21 feet to the beginning of a reverse curve concave Southerly having a radius of 25.00 feet, a chord bearing of South 81°40'04" West, a chord length of 35.36 feet; thence run along the arc of said curve through a central angle of 90°00'00", an arc length of 39.27 feet to a point of non-tangency; thence North 53°19'56" West, 50.00 feet to the beginning of a non-tangent curve concave Westerly having a radius of 25.00 feet, a chord bearing of North 08°19'56" West, a chord length of 35.36 feet; thence run along the arc of said curve through a central angle of 90°00'00", an arc length of 39.27 feet to a point of tangency; thence North 53°19'56" West, 98.85 feet; thence North 64°19'56" West, 97.71 feet to the beginning of a tangent curve concave Southerly having a radius of 25.00 feet, a chord bearing of South 76°10'09" West, a chord length of 35.36 feet; thence run along the arc of said curve through a central angle of 79°00'18", an arc length of 34.47 feet to a point of tangency; thence South 36°40'04" West, 1.82 feet; thence North 53°19'56" West, 50.00 feet to the beginning of a non-tangent curve concave Westerly having a radius of 25.00 feet, a chord bearing of North 08°19'56" West, a chord length of 35.36 feet; thence run along the arc of said curve through a central angle of 90°00'00", an arc length of 39.27 feet to a point of tangency; thence North 53°19'56" West, 125.00 feet to a point on the Easterly Right of Way line of County Road No. 44, according to the Plat of FOREST AT SILVER LAKE, as recorded in Plat Book 62, Page 38, Public Records of Lake County, Florida; thence North 36°40'04" East along said Easterly Right of Way line, 80.00 feet to the Easterly Right of Way line of County Road No. 44, as described in Official Records Book 845, Page 845, Public Records of Lake County, Florida; thence run along said Easterly Right of Way line the following three (3) courses and distances; (1) South 53°19'56" East, 5.20 feet; (2) thence North 36°41'35" East, 295.00 feet; (3) thence North 35°24'58" East, 60.37 feet to the North line of aforesaid FOREST AT SILVER LAKE; thence run along said North line the following three (3) courses and distances; (1) South 89°27'25" East, 53.99 feet; (2) thence North 36°39'17" East, 40.00 feet; (3) thence South 89°27'20" East, 433.06 feet to the POINT OF BEGINNING.

(See Exhibit A, Silver Lake Pointe Phase 1 Plat attached)

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 12th day of June 2023.

Mayor

ATTEST:

City Clerk

SILVER LAKE POINTE PHASE 1

A PORTION OF SECTIONS 9 AND 10, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA AND A REPLAT OF A PORTION OF LOTS 3, 4, 5 AND 6, BLOCK 20 AND A REPLAT OF A PORTION OF LOTS 1, 2 AND 3, BLOCK 21, SILVER LAKE ESTATES (REVISED AND CORRECTED PLAT OF RE-SUBDIVISION OF SILVER LAKE ESTATES) AS RECORDED IN PLAT BOOK 10, PAGES 66 THROUGH 69, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, ALL LYING IN SECTIONS 9 AND 10, TOWNSHIP 19 SOUTH, RANGE 25 EAST, CITY OF LEESBURG, FLORIDA

DESCRIPTION:

THAT PART OF THE SOUTHEAST 1/4 OF SECTION 10, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; PART OF LOTS 3, 4, 5 AND 6, BLOCK 20 AND PART OF LOTS 1, 2 AND 3, BLOCK 21, SILVER LAKE ESTATES (REVISED AND CORRECTED PLAT OF RE-SUBDIVISION OF SILVER LAKE ESTATES) AS RECORDED IN PLAT BOOK 10, PAGES 66 THROUGH 69, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, PART OF FOREST AT SILVER LAKE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 62, PAGES 34 THROUGH 38, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA ALL LYING IN SECTIONS 9 AND 10, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4, OF SECTION 10, TOWNSHIP 19 S, RANGE 25 E ALSO BEING THE NORTHEAST CORNER OF BLOCK 19, SILVER LAKE ESTATES (REVISED AND CORRECTED PLAT OF RE-SUBDIVISION OF SILVER LAKE ESTATES)AS RECORDED IN PLAT BOOK 10, PAGES 66 THROUGH 69, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA AND THE NORTH LINE OF FOREST AT SILVER LAKE, AS RECORDED IN PLAT BOOK 62, PAGES 34 THROUGH 38, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE RUN SOUTH 89°21'46" EAST ALONG SAID NORTH LINE OF FOREST AT SILVER LAKE, 660.22 FEET TO THE NORTHEAST CORNER OF SAID FOREST AT SILVER LAKE ALSO BEING THE NORTHWEST CORNER OF LOT 3, BLOCK 20 OF SAID SILVER LAKE ESTATES; THENCE RUN SOUTH 89°26'57" EAST ALONG THE NORTH LINE OF BLOCK 20 OF SAID SILVER LAKE ESTATES, 1987.81 FEET TO THE NORTHEAST CORNER OF SAID BLOCK 20 ALSO BEING THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 10; THENCE RUN NORTH 00°49'47" EAST ALONG THE WEST LINE OF SAID NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 10 A DISTANCE OF 350.00 FEET; THENCE DEPARTING SAID WEST LINE RUN SOUTH 89°13'19" EAST, 625.00 FEET; THENCE SOUTH 00°52'31" WEST, 350.00 FEET TO THE NORTH LINE OF BLOCK 21 OF SAID SILVER LAKE ESTATES; THENCE SOUTH 89°13'19" EAST ALONG SAID NORTH LINE, 50.00 FEET TO THE NORTHWEST CORNER OF TRACT E, SILVER LAKE MEADOWS, AS RECORDED IN PLAT BOOK 50, PAGES 17 AND 18, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE ALONG THE WESTERLY AND NORTHERLY BOUNDARY OF SAID SILVER LAKE MEADOWS THE FOLLOWING FOUR (4) COURSES AND DISTANCES: SOUTH 01°24'01" WEST, 258.97 FEET; THENCE NORTH 89°21'22" WEST, 131.67 FEET; THENCE SOUTH 12°06'58" WEST, 407.81 FEET; THENCE NORTH 89°18'28" WEST, 460.66 FEET TO THE NORTHWEST CORNER OF SAID SILVER LAKE MEADOWS AND THE WEST LINE OF LOT 1, BLOCK 21 OF SAID SILVER LAKE ESTATES; THENCE NORTH 00°49'47" EAST ALONG SAID WEST LINE, 459.80 FEET; THENCE DEPARTING SAID WEST LINE NORTH 89°26'57" WEST, 426.75 FEET; THENCE NORTH 00°33'03" EAST, 25.00 FEET; THENCE NORTH 89°26'57" WEST, 200.00 FEET; THENCE SOUTH 00°33'03" WEST, 25.00 FEET; THENCE NORTH 89°26'57" WEST, 241.43 FEET TO THE EAST LINE OF LOT 4, BLOCK 20 OF SAID SILVER LAKE ESTATES; THENCE SOUTH 00°38'40" EAST ALONG SAID EAST LINE, 691.68 FEET; THENCE DEPARTING SAID EAST LINE NORTH 89°57'21" WEST, 434.78 FEET; THENCE NORTH 00°02'39" EAST, 24.43 FEET; THENCE NORTH 44°25'16" EAST, 95.04 FEET; THENCE NORTH 18°34'39" EAST, 101.21 FEET; THENCE NORTH 00°47'07" EAST, 78.61 FEET; THENCE NORTH 89°12'53" WEST, 169.88 FEET; THENCE NORTH 00°34'06" EAST, 40.21 FEET; THENCE SOUTH 81°55'05" WEST, 491.37 FEET; THENCE NORTH 08°04'55" WEST, 95.00 FEET; THENCE SOUTH 81°55'05" WEST, 50.00 FEET; THENCE SOUTH 08°04'55" EAST, 95.00 FEET; THENCE SOUTH 81°55'05" WEST, 360.15 FEET; THENCE SOUTH 08°04'55" EAST, 117.54 FEET; THENCE SOUTH 82°33'55" WEST, 95.29 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 25.00 FEET, A CHORD BEARING OF SOUTH 37°14'30" WEST, A CHORD LENGTH OF 28.44 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 89°21'10", AN ARC LENGTH OF 38.99 FEET TO A POINT OF NON-TANGENCY; THENCE SOUTH 81°55'05" WEST, 50.00 FEET; THENCE SOUTH 08°04'55" EAST, 3.93 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 20.00 FEET, A CHORD BEARING OF SOUTH 37°14'30" WEST, A CHORD LENGTH OF 28.44 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°38'50", AN ARC LENGTH OF 31.64 FEET TO A POINT OF TANGENCY; THENCE SOUTH 82°33'55" WEST, 198.68 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 750.00 FEET, A CHORD BEARING OF SOUTH 76°37'10" WEST, A CHORD LENGTH OF 155.38 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 11°53'31", AN ARC LENGTH OF 155.66 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 25.00 FEET, A CHORD BEARING OF NORTH 54°55'51" WEST, A CHORD LENGTH OF 40.65 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 108°47'29", AN ARC LENGTH OF 47.47 FEET TO THE BEGINNING OF A COMPOUND CURVE CONCAVE EASTERLY HAVING A RADIUS OF 125.00 FEET, A CHORD BEARING OF NORTH 18°03'59" EAST, A CHORD LENGTH OF 79.75 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 37°12'11", AN ARC LENGTH OF 81.16 FEET TO A POINT OF TANGENCY; THENCE NORTH 36°38'46" EAST, 34.76 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 75.00 FEET, A CHORD BEARING OF NORTH 13°13'17" EAST, A CHORD LENGTH OF 59.63 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 46°50'58", AN ARC LENGTH OF 61.33 FEET TO A POINT OF NON-TANGENCY; THENCE SOUTH 79°47'48" WEST, 50.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 25.00 FEET, A CHORD BEARING OF NORTH 49°54'34" WEST, A CHORD LENGTH OF 31.94 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 79°24'44", AN ARC LENGTH OF 34.65 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 245.00 FEET, A CHORD BEARING OF NORTH 71°28'26" WEST, A CHORD LENGTH OF 152.57 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 36°17'00", AN ARC LENGTH OF 155.15 FEET TO A POINT OF TANGENCY; THENCE NORTH 53°19'56" WEST, 30.21 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 25.00 FEET, A CHORD BEARING OF SOUTH 81°40'04" WEST, A CHORD LENGTH OF 35.36 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 39.27 FEET TO A POINT OF NON-TANGENCY; THENCE NORTH 53°19'56" WEST, 50.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 25.00 FEET, A CHORD BEARING OF NORTH 08°19'56" WEST, A CHORD LENGTH OF 35.36 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 39.27 FEET TO A POINT OF TANGENCY; THENCE NORTH 53°19'56" WEST, 98.85 FEET; THENCE NORTH 64°19'56" WEST, 97.71 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 25.00 FEET, A CHORD BEARING OF SOUTH 76°10'09" WEST, A CHORD LENGTH OF 31.80 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 79°00'18", AN ARC LENGTH OF 34.47 FEET TO A POINT OF TANGENCY; THENCE SOUTH 36°40'04" WEST, 1.82 FEET; THENCE NORTH 53°19'56" WEST, 50.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 25.00 FEET, A CHORD BEARING OF NORTH 08°19'56" WEST, A CHORD LENGTH OF 35.36 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 39.27 FEET TO A POINT OF TANGENCY; THENCE NORTH 53°19'56" WEST, 125.00 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF COUNTY ROAD NO. 44, ACCORDING TO THE PLAT OF FOREST AT SILVER LAKE, AS RECORDED IN PLAT BOOK 62, PAGES 34 THROUGH 38, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE NORTH 36°40'04" EAST ALONG SAID EASTERLY RIGHT OF WAY LINE, 80.00 FEET TO THE EASTERLY RIGHT OF WAY LINE OF COUNTY ROAD NO. 44, AS DESCRIBED IN OFFICIAL RECORDS BOOK 5868, PAGE 845, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE RUN ALONG SAID EASTERLY RIGHT OF WAY LINE THE FOLLOWING THREE (3) COURSES AND DISTANCES: (1)SOUTH 53°19'56" EAST, 5.20 FEET; (2)THENCE NORTH 36°41'35" EAST, 295.34 FEET; (3)THENCE NORTH 35°24'58" EAST, 60.37 FEET TO THE NORTH LINE OF AFORESAID FOREST AT SILVER LAKE; THENCE RUN ALONG SAID NORTH LINE THE FOLLOWING THREE (3) COURSES AND DISTANCES: (1)SOUTH 89°27'25" EAST, 53.99 FEET; (2)THENCE NORTH 36°39'17" EAST, 40.00 FEET; (3)THENCE SOUTH 89°27'20" EAST, 433.06 FEET TO THE POINT OF BEGINNING.

CONTAINING 58.197 ACRES, MORE OR LESS.

SURVEYOR'S NOTES

- BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF FOREST AT SILVER LAKE, PLAT BOOK 62, PAGE 34, AS BEING S89°21'46"E AS SHOWN HEREON. BEARINGS ARE RELATIVE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983 (NAD-83-2011 ADJUSTMENT), EAST ZONE, REFERENCED TO THE GEODETIC CONTROL POINTS ESTABLISHED WITHIN THE LAKE COUNTY CONTROL NETWORK, CONTROL POINTS "LK 254 2006" AND "LK 253 2006".
- ALL LINES INTERSECTING CURVES ARE RADIAL UNLESS OTHERWISE NOTED AS (NR) = NON-RADIAL.
- PROPERTY IS LOCATED IN FLOOD ZONE X, ACCORDING TO FLOOD INSURANCE RATE MAP PANEL NUMBER 12069C0331E, MAP REVISED DECEMBER 12, 2012. THE ABOVE STATEMENT IS FOR INFORMATION ONLY AND THIS SURVEYOR ASSUMES NO LIABILITY FOR THE CORRECTNESS OF THE CITED MAP(S). IN ADDITION, THE ABOVE STATEMENT DOES NOT REPRESENT THIS SURVEYOR'S OPINION OF THE PROBABILITY OF FLOODING.
- THE STATE PLANE COORDINATES SHOWN HEREON ARE RELATIVE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM 1983 (NAD 83-2011 ADJUSTMENT), EAST ZONE. (COORDINATES SHOWN AS NORTHING= N:1431064.72, EASTING= E:762080.25).
- ALL PLATTED UTILITY EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES, PROVIDED. HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS PARAGRAPH SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS OR OTHER PUBLIC UTILITY. FURTHER, SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.
- LOT CORNERS SHALL BE SET IN ACCORDANCE WITH CHAPTER 177.091 (9) FLORIDA STATUTES.
- TRACTS OS-1 AND OS-2, (OPEN SPACE), TRACTS P-1, P-2 AND P-3 (PARK) SHALL BE OWNED AND MAINTAINED BY THE THE SILVER LAKE POINTE COMMUNITY ASSOCIATION, INC. (HEREAFTER REFERRED TO AS "ASSOCIATION"). TRACT OS-1 CONTAINS A DRAINAGE AND WALL EASEMENT OVER THE ENTIRETY OF THE TRACT. TRACT OS-2 CONTAINS A WALL EASEMENT OVER THE ENTIRETY OF THE TRACT.
- TRACTS SW-1, SW-2, SW-3 AND SW-4 (STORMWATER POND) SHALL BE OWNED AND MAINTAINED BY THE ASSOCIATION. SAID TRACTS ARE SUBJECT TO A DRAINAGE EASEMENT IN FAVOR OF THE CITY OF LEESBURG, OVER THE ENTIRETY OF THE TRACTS.
- TRACTS C-1 AND C-2 (CONSERVATION) SHALL BE OWNED AND MAINTAINED BY THE ASSOCIATION.
- TRACT LS-1 (LIFT STATION) SHALL BE DEDICATED VIA SEPARATE INSTRUMENT TO THE CITY OF LEESBURG.
- THERE IS A 5.00' WIDE DRAINAGE EASEMENT ON ALL SIDE LOT LINES UNLESS OTHERWISE NOTED. (SEE SHEET 4 FOR TYPICAL LOT DETAIL.)
- IT IS THE RESPONSIBILITY OF THE ASSOCIATION TO OPERATE AND MAINTAIN ANY STORMWATER MANAGEMENT SYSTEM NOT LOCATED WITHIN THE RIGHTS-OF-WAY UNLESS SUCH RESPONSIBILITY IS VOLUNTARILY ASSUMED BY THE THE CITY OF LEESBURG AND IN SUCH CASE, CITY OF LEESBURG SHALL BE ENTITLED TO UTILIZE ALL TRACTS AND EASEMENTS DESIGNATED ON THIS PLAT FOR STORMWATER PURPOSES. THE REAL PROPERTY UNDERLYING DRAINAGE EASEMENTS SHALL BE MAINTAINED BY THE INDIVIDUAL OWNER OF EACH LOT.

LEGEND AND ABBREVIATIONS:

□	FOUND PERMANENT REFERENCE MONUMENT. (SEE PLAT FOR DESCRIPTION)	(OA)	OVERALL DISTANCE
■	SET 4"x4" CONCRETE MONUMENT, PRM LB #8060 PERMANENT REFERENCE MONUMENT	NAVDB8	NORTH AMERICAN VERTICAL DATUM OF 1988
●	SET NAIL AND DISK, PCP LB #8060 PERMANENT CONTROL POINT	CL	CENTERLINE
PCP	PERMANENT CONTROL POINT	↔	CHANGE IN DIRECTION
PRM	PERMANENT REFERENCE MONUMENT	C#	CURVE NUMBER
D.U.E.	DRAINAGE AND UTILITY EASEMENT	CR	COUNTY ROAD
D.W.E.	DRAINAGE AND WALL EASEMENT	LB	LICENSED BUSINESS
D.E.	DRAINAGE EASEMENT	ID	IDENTIFICATION
ORB	OFFICIAL RECORDS BOOK	PID	PARCEL IDENTIFICATION NUMBER
PB	PLAT BOOK	10-19-25	SECTION 10, TOWNSHIP 19 S, RANGE 25 E
PG(S)	PAGE OR PAGES	SR	STATE ROAD
R/W	RIGHT OF WAY	U.E.	UTILITY EASEMENT
NR	NON-RADIAL	N.T.S.	NOT TO SCALE
R	RADIUS	L.E.	LANDSCAPE EASEMENT
A	ARC LENGTH	A.E.	ACCESS EASEMENT
D	DELTA ANGLE		
CH	CHORD DISTANCE		
CB	CHORD BEARING		
PC	POINT OF CURVATURE		
PCC	POINT OF COMPOUND CURVATURE		
PRC	POINT OF REVERSE CURVATURE		
NT	NON-TANGENT		
PT	POINT OF TANGENCY		
PI	POINT OF INTERSECTION		
RP	RADIUS POINT		

"NOTICE: This plat, as recorded in its graphic form, is the official depiction of the subdivided lands described herein and will in no circumstances be supplanted in authority by any other graphic or digital form of the plat. There may be additional restrictions that are not recorded on this plat that may be found in the public records of this county."

ATLANTIC SURVEYING, LLC.
308 S. DILLARD STREET
WINTER GARDEN, FLORIDA 34787
(407) 656-4993/FAX (407) 656-4437
LICENSED BUSINESS #8060

PLAT BOOK

PAGE

SHEET 1 OF 5

SILVER LAKE POINTE PHASE 1

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, THAT STANLEY MARTIN HOMES, LLC, A DELAWARE LIMITED LIABILITY COMPANY, BEING THE OWNER IN FEE SIMPLE OF THE LANDS DESCRIBED IN THE FOREGOING CAPTION TO THIS PLAT, HEREBY DEDICATES SAID LANDS AND PLAT FOR THE USES AND PURPOSES THEREIN EXPRESSED AND DEDICATES THE DRAINAGE AND UTILITY EASEMENTS TO THE PERPETUAL USE OF THE PUBLIC. THE INTERIOR SUBDIVISION STREETS (NUTHATCHER DRIVE, CHIPPING SPARROW DRIVE, CROWNED EAGLE DRIVE, CAROLINA WREN WAY, HARRIS HAWK DRIVE, ORCHARD ORIOLE WAY AND STARLING LOOP) ARE HEREBY DEDICATED AND GRANTED IN FEE SIMPLE TO THE CITY OF LEESBURG, FLORIDA FOR THE PERPETUAL USE OF THE PUBLIC FOR PUBLIC ROADWAY AND UTILITY PURPOSES. THE ROADWAY IMPROVEMENTS AND UTILITIES LOCATED WITHIN THE RIGHT-OF-WAY FOR THE INTERIOR SUBDIVISION STREETS (NUTHATCHER DRIVE, CHIPPING SPARROW DRIVE, CROWNED EAGLE DRIVE, CAROLINA WREN WAY, HARRIS HAWK DRIVE, ORCHARD ORIOLE WAY AND STARLING LOOP) SHALL BE THE PERPETUAL MAINTENANCE OBLIGATION OF THE CITY OF LEESBURG. TRACTS OS-1 AND OS-2 (OPEN SPACE), TRACTS P-1, P-2 AND P-2 (PARK), TRACTS SW-1, SW-2, SW-3 AND SW-4 (STORMWATER POND) AND TRACTS C-1 AND C-2 (CONSERVATION) ARE HEREBY DEDICATED TO AND MAINTAINED BY THE SILVER LAKE POINTE COMMUNITY ASSOCIATION, INC. TRACT LS-1 (LIFT STATION) IS HEREBY DEDICATED TO THE CITY OF LEESBURG.

IN WITNESS WHEREOF, THE UNDERSIGNED, STANLEY MARTIN HOMES, LLC, A DELAWARE LIMITED LIABILITY COMPANY, HAS CAUSED THESE PRESENTS TO BE EXECUTED AND ACKNOWLEDGED BY ITS UNDERSIGNED MANAGER THEREUNTO DULY AUTHORIZED ON THIS ____ DAY OF _____, 2023.

STANLEY MARTIN HOMES, LLC, A DELAWARE LIMITED LIABILITY COMPANY

BY: _____ DATE: _____
PRINTED NAME:
TITLE: MANAGER

WITNESS

WITNESS

PRINTED NAME

PRINTED NAME

STATE OF _____
COUNTY OF _____

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF ☐ PHYSICAL PRESENCE OR ☐ ONLINE NOTARIZATION, THIS ____ DAY OF _____, 2023, BY _____, MANAGER, STANLEY MARTIN HOMES, LLC, A DELAWARE LIMITED LIABILITY COMPANY, ON BEHALF OF THE COMPANY HE IS PERSONALLY KNOWN TO ME OR WHO HAS PRODUCED _____ AS IDENTIFICATION.

NOTARY PUBLIC: _____

PRINT NAME: _____

MY COMMISSION EXPIRES: _____

COMMISSION #: _____

CERTIFICATE OF SURVEYOR

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, BEING A REGISTERED SURVEYOR AND MAPPER, LICENSED TO PRACTICE IN THE STATE OF FLORIDA, DOES HEREBY CERTIFY THAT THIS PLAT WAS PREPARED UNDER MY DIRECTION AND SUPERVISION AND THAT THIS PLAT COMPLIES WITH ALL THE SURVEY REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES.

STEVEN E. BLANKENSHIP, P.S.M.
REGISTRATION NO. 5361
ATLANTIC SURVEYING, LLC.
308 S. DILLARD STREET
WINTER GARDEN, FLORIDA 34787
LICENSED BUSINESS #8060

DATE

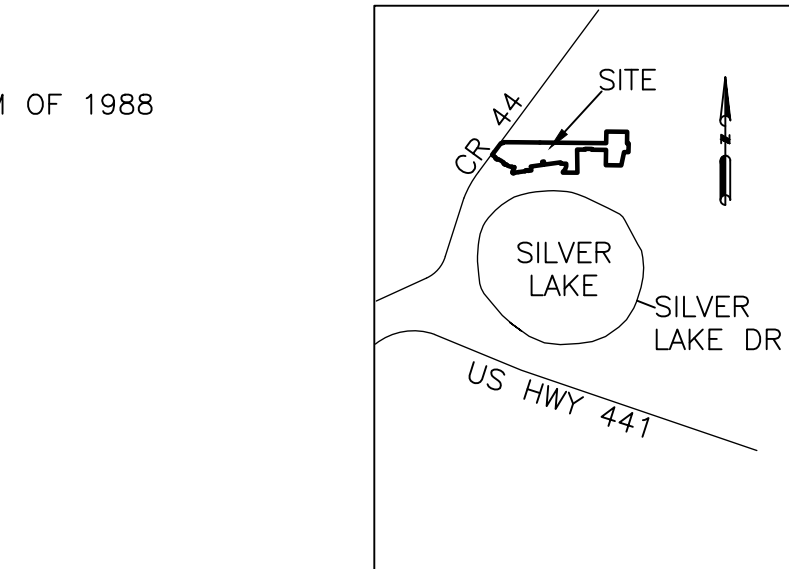
CERTIFICATE OF APPROVAL BY MUCICIPALITY

THIS IS TO CERTIFY, THAT THIS PLAT WAS PRESENTED TO THE CITY COMMISSION OF THE CITY OF LEESBURG, LAKE COUNTY, FLORIDA, AND APPROVED BY THE SAID THE CITY COMMISSION FOR RECORD, AND THE DEDICATION OF THE STREETS AND PUBLIC PLACES ACCEPTED FOR MUNICIPAL PURPOSES OF SAID CITY ON THE ____ DAY OF _____, 2023; PROVIDED THAT THIS PLAT IS RECORDED IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF LAKE COUNTY, FLORIDA, WITHIN NINETY (90) DAYS UNLESS AN EXTENSION IS GRANTED FROM THE DATE OF APPROVAL BY SAID COMMISSION.

CITY OF LEESBURG, FLORIDA

BY: _____
MAYOR -- COMMISSIONER

ATTEST: _____
CITY CLERK



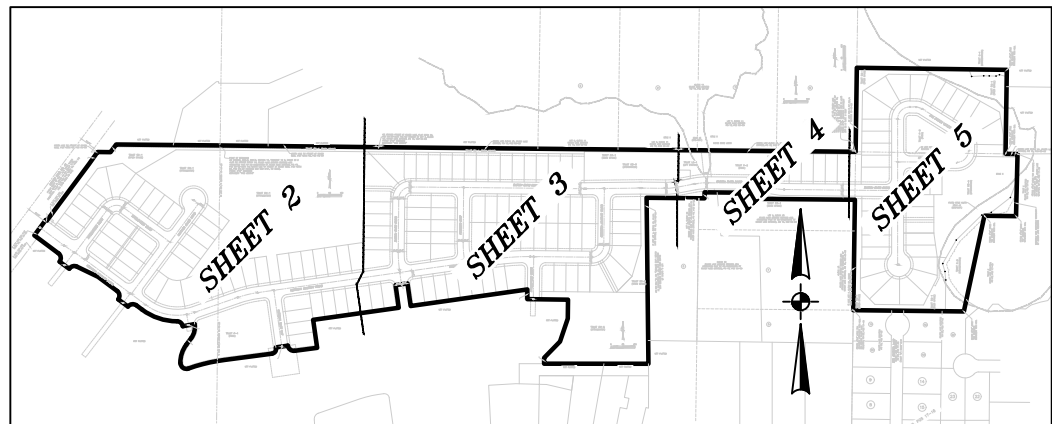
VICINITY MAP

(NOT TO SCALE)

SHEET INDEX:

SHEET 1: LEGAL DESCRIPTION, DEDICATION, NOTES

SHEETS 2-5: GEOMETRY-PLAT DETAIL



KEY MAP

SCALE: 1" = 800'

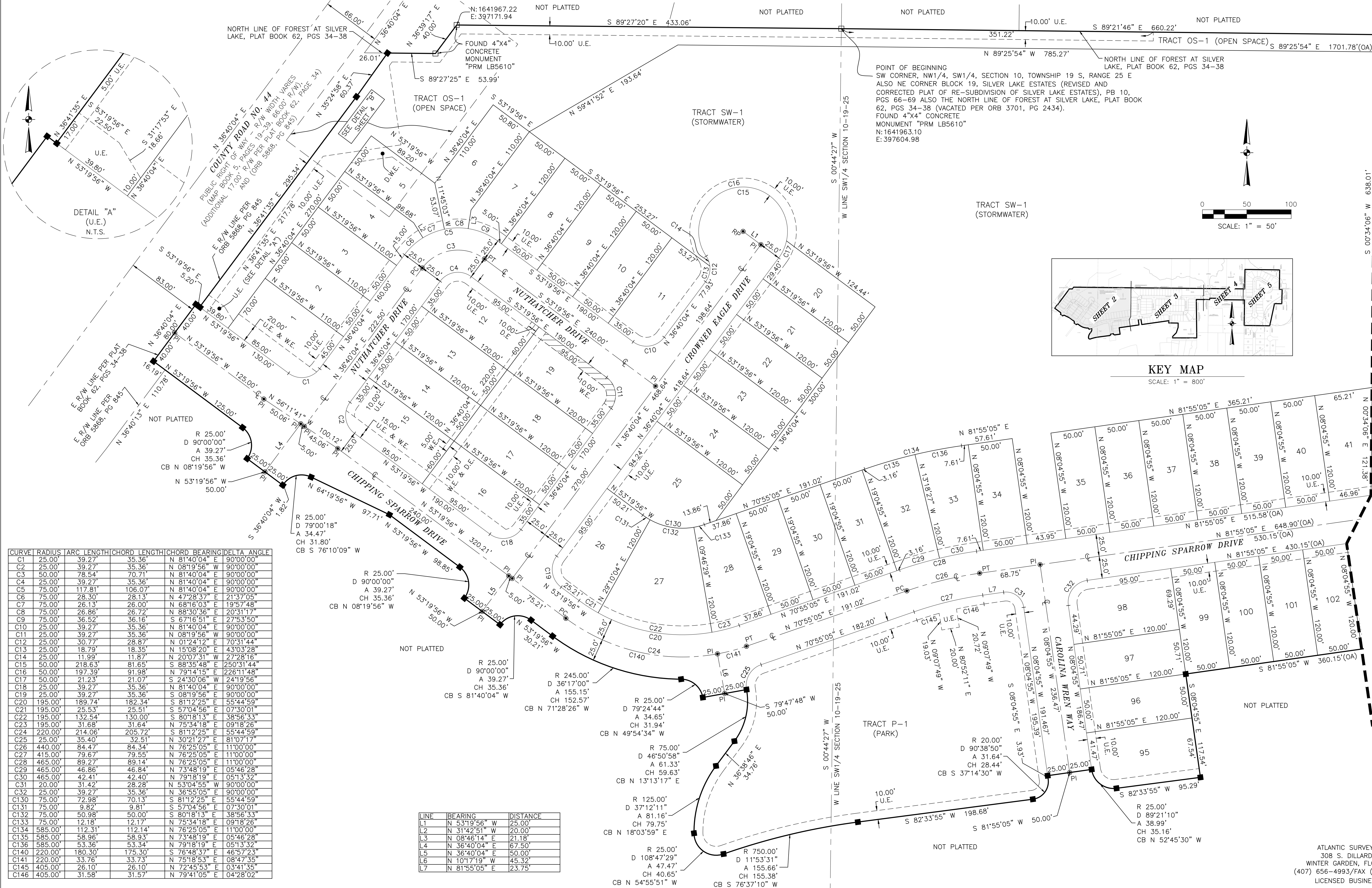
CERTIFICATE OF SURVEYOR REVIEW

PURSUANT TO SECTION 177.081, FLORIDA STATUTES, I HAVE REVIEWED THIS PLAT FOR CONFORMITY WITH THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, AND FIND THAT SAID PLAT COMPLIES WITH THE TECHNICAL REQUIREMENTS OF THAT CHAPTER, PROVIDED THAT MY REVIEW DOES NOT INCLUDE FIELD VERIFICATION OF ANY COORDINATES, POINTS OR MEASUREMENTS SHOWN ON THIS PLAT.

NAME _____ DATE _____
REGISTRATION NO. _____

SILVER LAKE POINTE PHASE 1

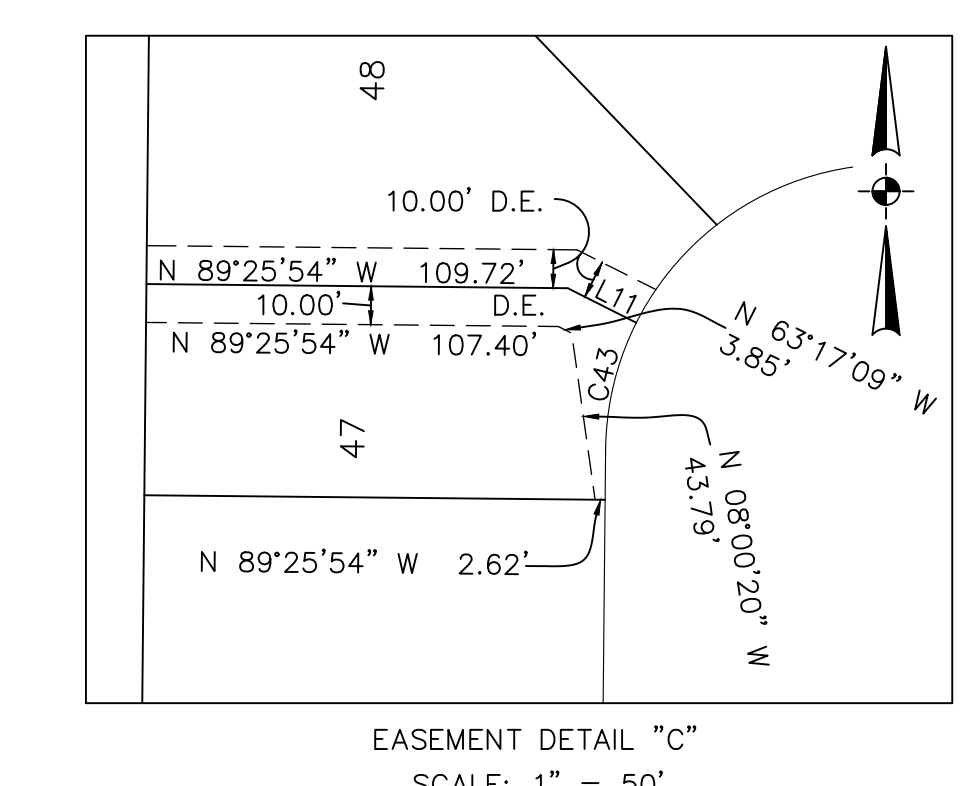
A PORTION OF SECTIONS 9 AND 10, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA AND A REPLAT OF A PORTION OF LOTS 3, 4, 5 AND 6, BLOCK 20 AND A REPLAT OF A PORTION OF LOTS 1, 2 AND 3, BLOCK 21, SILVER LAKE ESTATES (REVISED AND CORRECTED PLAT OF RE-SUBDIVISION OF SILVER LAKE ESTATES) AS RECORDED IN PLAT BOOK 10, PAGES 66 THROUGH 69, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, ALL LYING IN SECTIONS 9 AND 10, TOWNSHIP 19 SOUTH, RANGE 25 EAST, CITY OF LEESBURG, FLORIDA



CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	25.00'	39.27'	35.36'	N 81°40'04" E	90°00'00"
C2	25.00'	39.27'	35.36'	N 08°19'56" W	90°00'00"
C3	50.00'	78.54'	70.71'	N 81°40'04" E	90°00'00"
C4	25.00'	39.27'	35.36'	N 81°40'04" E	90°00'00"
C5	75.00'	117.81'	106.07'	N 81°40'04" E	90°00'00"
C6	75.00'	28.30'	28.13'	N 47°28'37" E	21°37'05"
C7	75.00'	26.13'	26.00'	N 68°16'03" E	19°57'48"
C8	75.00'	26.86'	26.72'	N 88°30'36" E	20°31'17"
C9	75.00'	36.52'	36.16'	S 67°16'51" E	27°53'50"
C10	25.00'	39.27'	35.36'	N 81°40'04" E	90°00'00"
C11	25.00'	39.27'	35.36'	N 08°19'56" W	90°00'00"
C12	25.00'	30.77'	28.87'	N 01°24'12" E	70°31'44"
C13	25.00'	18.79'	18.35'	N 15°08'20" E	43°03'28"
C14	25.00'	11.99'	11.87'	N 20°07'31" W	27°28'16"
C15	50.00'	218.63'	81.65'	S 88°35'48" E	250°31'44"
C16	50.00'	197.39'	91.98'	N 79°14'15" E	226°11'48"
C17	50.00'	21.23'	21.07'	S 24°30'06" W	24°19'56"
C18	25.00'	39.27'	35.36'	N 81°40'04" E	90°00'00"
C19	25.00'	39.27'	35.36'	S 08°19'56" E	90°00'00"
C20	195.00'	189.74'	182.34'	S 81°12'25" E	55°44'59"
C21	195.00'	25.53'	25.51'	S 57°04'56" E	07°30'01"
C22	195.00'	132.54'	130.00'	S 80°18'13" E	38°56'33"
C23	195.00'	31.68'	31.64'	N 75°34'18" E	09°18'26"
C24	220.00'	214.06'	205.72'	S 81°12'25" E	55°44'59"
C25	25.00'	35.40'	32.51'	N 30°21'27" E	81°07'17"
C26	440.00'	84.47'	84.34'	N 76°25'05" E	11°00'00"
C27	415.00'	79.67'	79.55'	N 76°25'05" E	11°00'00"
C28	465.00'	89.27'	89.14'	N 76°25'05" E	11°00'00"
C29	465.00'	46.86'	46.84'	N 73°48'19" E	05°46'28"
C30	465.00'	42.41'	42.40'	N 79°18'19" E	05°13'32"
C31	20.00'	31.42'	28.28'	N 53°04'55" W	90°00'00"
C32	25.00'	39.27'	35.36'	N 36°55'05" E	90°00'00"
C130	75.00'	72.98'	70.13'	S 81°12'25" E	55°44'59"
C131	75.00'	9.81'	9.81'	S 57°04'56" E	07°30'01"
C132	75.00'	50.98'	50.00'	S 80°18'13" E	38°56'33"
C133	75.00'	12.18'	12.17'	N 75°34'18" E	09°18'26"
C134	585.00'	112.31'	112.14'	N 76°25'05" E	11°00'00"
C135	585.00'	58.96'	58.93'	N 73°48'19" E	05°46'28"
C136	585.00'	53.36'	53.34'	N 79°18'19" E	05°13'32"
C140	220.00'	180.30'	175.30'	S 76°48'37" E	46°57'23"
C141	220.00'	33.76'	33.73'	N 75°18'53" E	08°47'35"
C145	405.00'	26.10'	26.10'	N 72°45'53" E	03°41'35"
C146	405.00'	31.58'	31.57'	N 79°41'05" E	04°28'02"

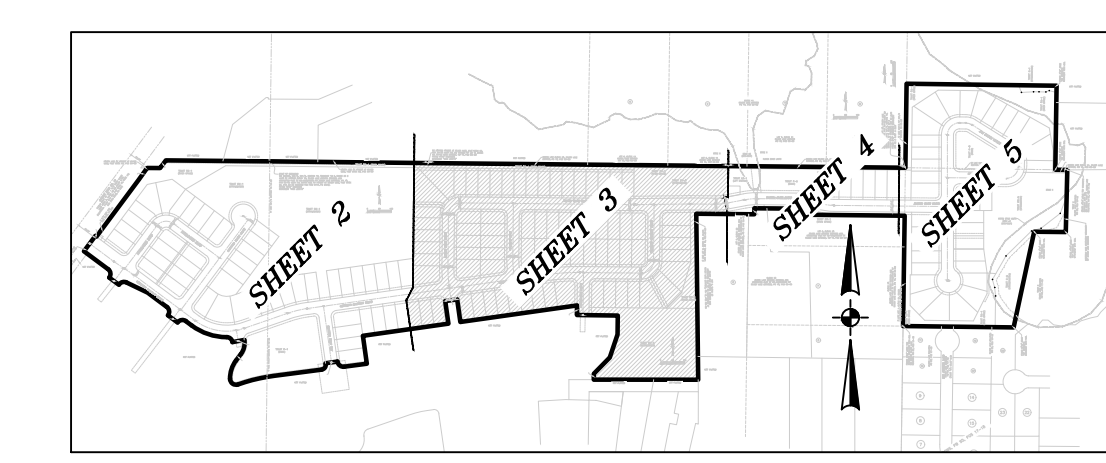
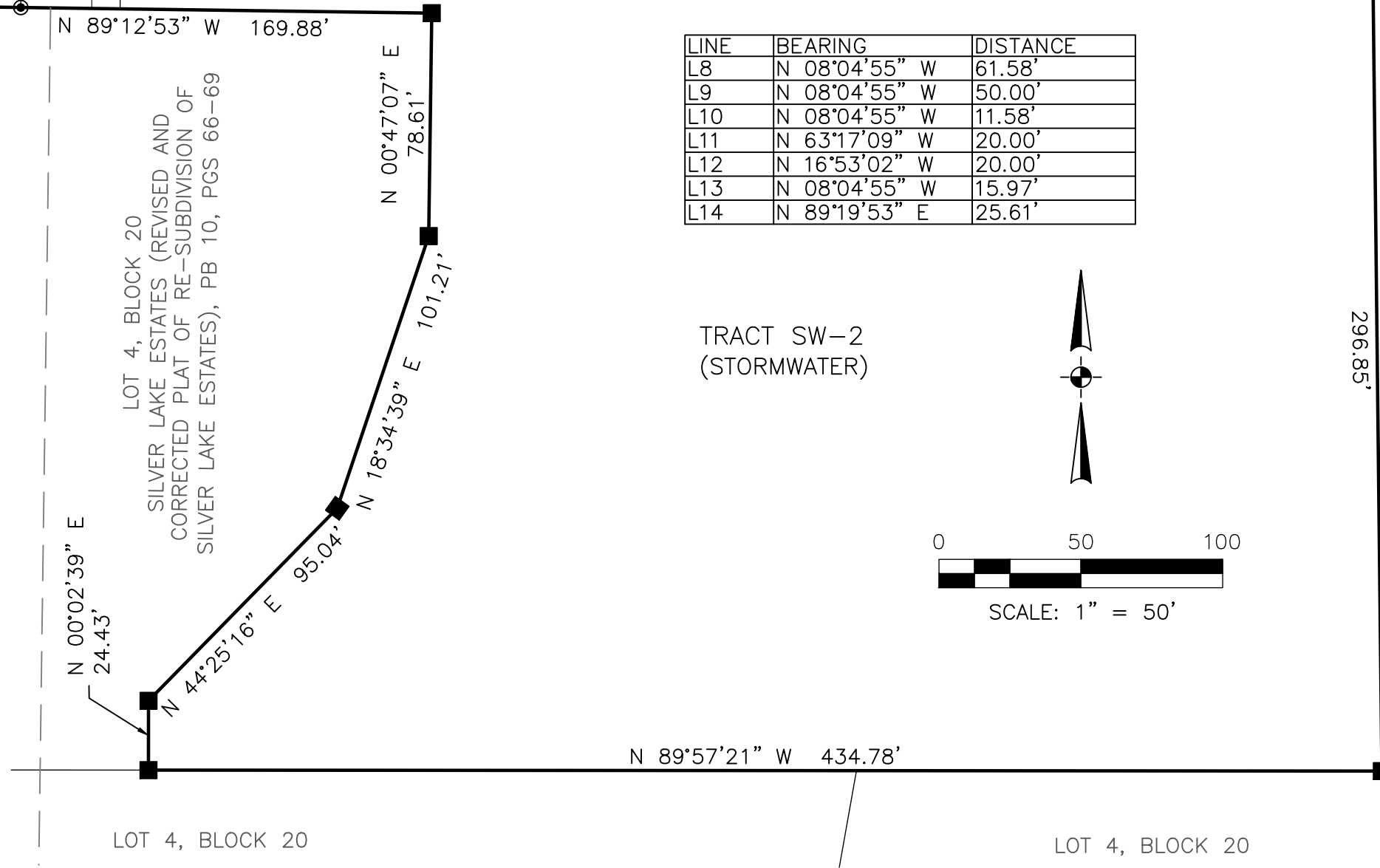
LINE	BEARING	DISTANCE
L1	N 53°19'56" W	25.00'
L2	N 31°42'51" W	20.00'
L3	N 08°46'14" E	21.18'
L4	N 36°40'04" E	67.50'
L5	N 36°40'04" E	50.00'
L6	N 10°17'19" W	45.32'
L7	N 81°55'05" E	23.75'

PLAT BOOK	PAGE
SHEET 3 OF 5	

[illegible]

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C60	1000.00'	150.97'	150.83'	N 86°14'36"E	08°39'01"
C61	1000.00'	10.08'	10.08'	N 82°12'25"E	00°34'40"
C62	1000.00'	50.34'	50.34'	N 83°56'57"E	02°33'04"
C63	1000.00'	50.11'	50.11'	N 83°56'57"E	02°33'04"
C64	1000.00'	40.44'	40.43'	N 89°24'36"W	02°19'01"
C65	25.00'	40.24'	36.03'	N 45°32'20"W	92°12'52"
C66	25.00'	39.27'	35.36'	N 45°34'06"E	90°00'00"
C67	50.00'	78.54'	70.71'	N 45°34'06"E	90°00'00"
C68	25.00'	39.27'	35.36'	N 45°34'06"E	90°00'00"
C69	75.00'	117.81'	106.07'	N 45°34'06"E	90°00'00"
C70	75.00'	37.01'	36.64'	N 76°25'53"E	28°16'28"
C71	75.00'	48.46'	47.63'	N 43°46'57"E	57°01'26"
C72	75.00'	32.07'	31.63'	N 43°46'57"E	57°01'26"
C73	25.00'	39.81'	35.97'	N 45°03'00"W	91°14'13"
C74	25.00'	38.73'	34.73'	N 44°57'00"W	88°45'47"
C75	275.00'	5.94'	5.94'	N 89°57'00"W	01°14'13"
C76	300.00'	6.48'	6.48'	N 89°57'00"W	01°14'13"
C77	250.00'	5.40'	5.40'	N 89°57'00"W	01°14'13"
C78	250.00'	2.15'	2.15'	N 89°34'42"E	00°29'37"
C79	250.00'	3.24'	3.24'	S 89°48'12"E	00°44'36"
C80	225.00'	43.99'	43.92'	N 84°58'04"E	11°12'04"
C81	200.00'	39.10'	39.10'	N 84°58'04"E	11°12'04"
C82	250.00'	48.87'	48.80'	N 89°57'00"W	01°14'13"
C137	300.00'	6.48'	6.48'	N 89°57'00"W	01°14'13"
C138	325.00'	7.02'	7.02'	N 89°57'00"W	01°14'13"
C139	350.00'	7.56'	7.56'	N 89°57'00"W	01°14'13"
C144	250.00'	11.00'	11.00'	N 89°18'27"E	02°31'18"
C147	75.00'	0.26'	0.26'	N 00°40'09"E	02°01'05"

LINE	BEARING	DISTANCE
L8	N 08°04'55" W	61.58'
L9	N 08°04'55" W	50.00'
L10	N 08°04'55" W	11.58'
L11	N 63°17'09" W	20.00'
L12	N 16°53'02" W	20.00'
L13	N 08°04'55" W	15.97'
L14	N 89°19'53" E	25.61'



KEY MAP

SCALE: 1" = 800'

ATLANTIC SURVEYING, LLC.
308 S. DILLARD STREET
WINTER GARDEN, FLORIDA 34787
(407) 656-4993/FAX (407) 656-4437
LICENSED BUSINESS #8060

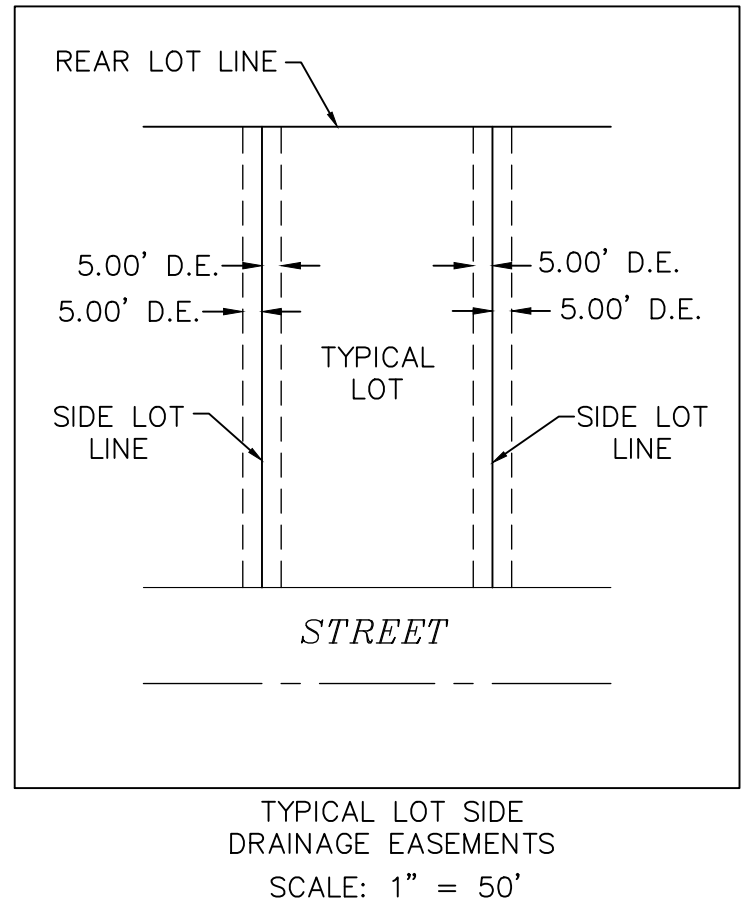
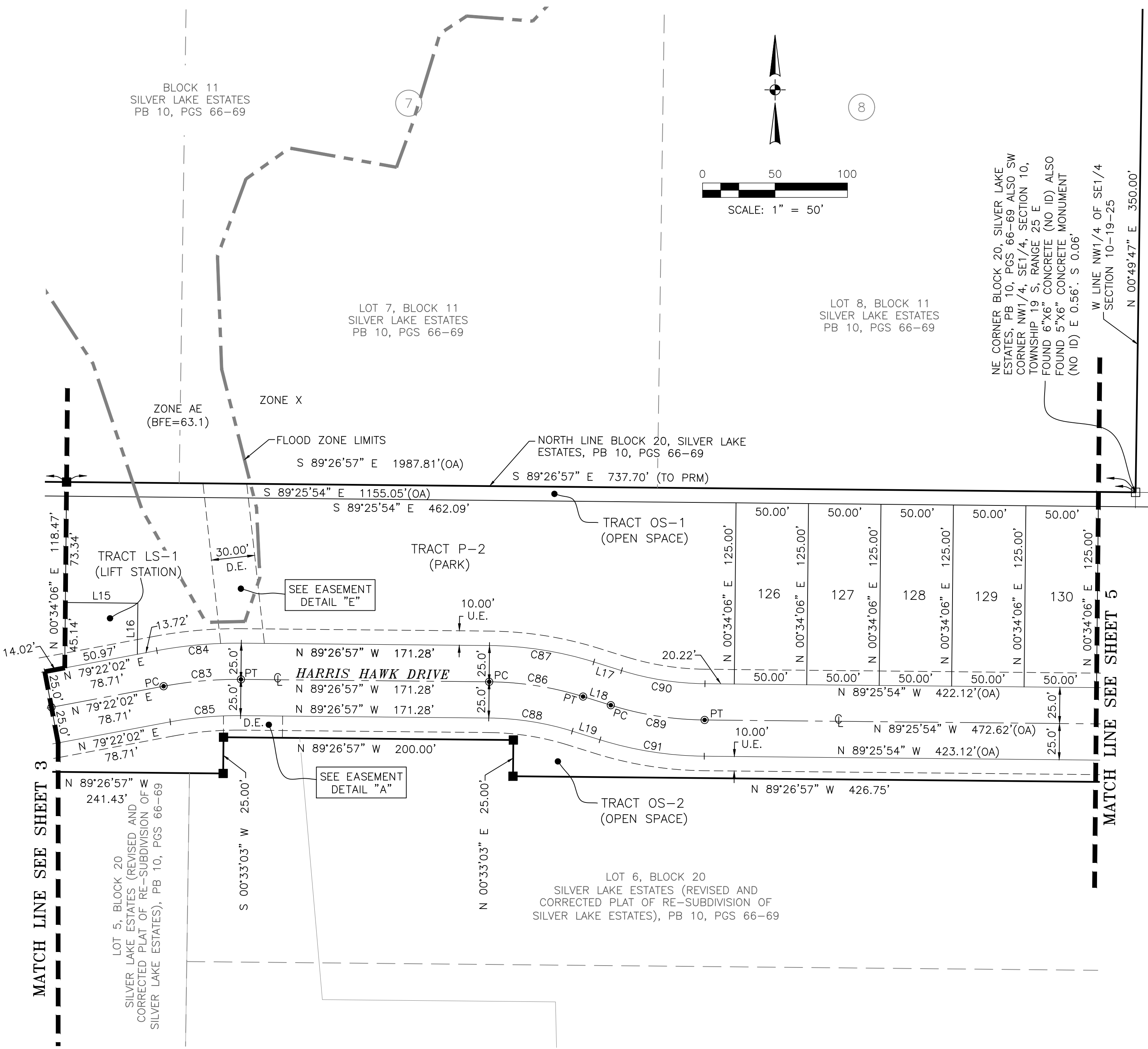
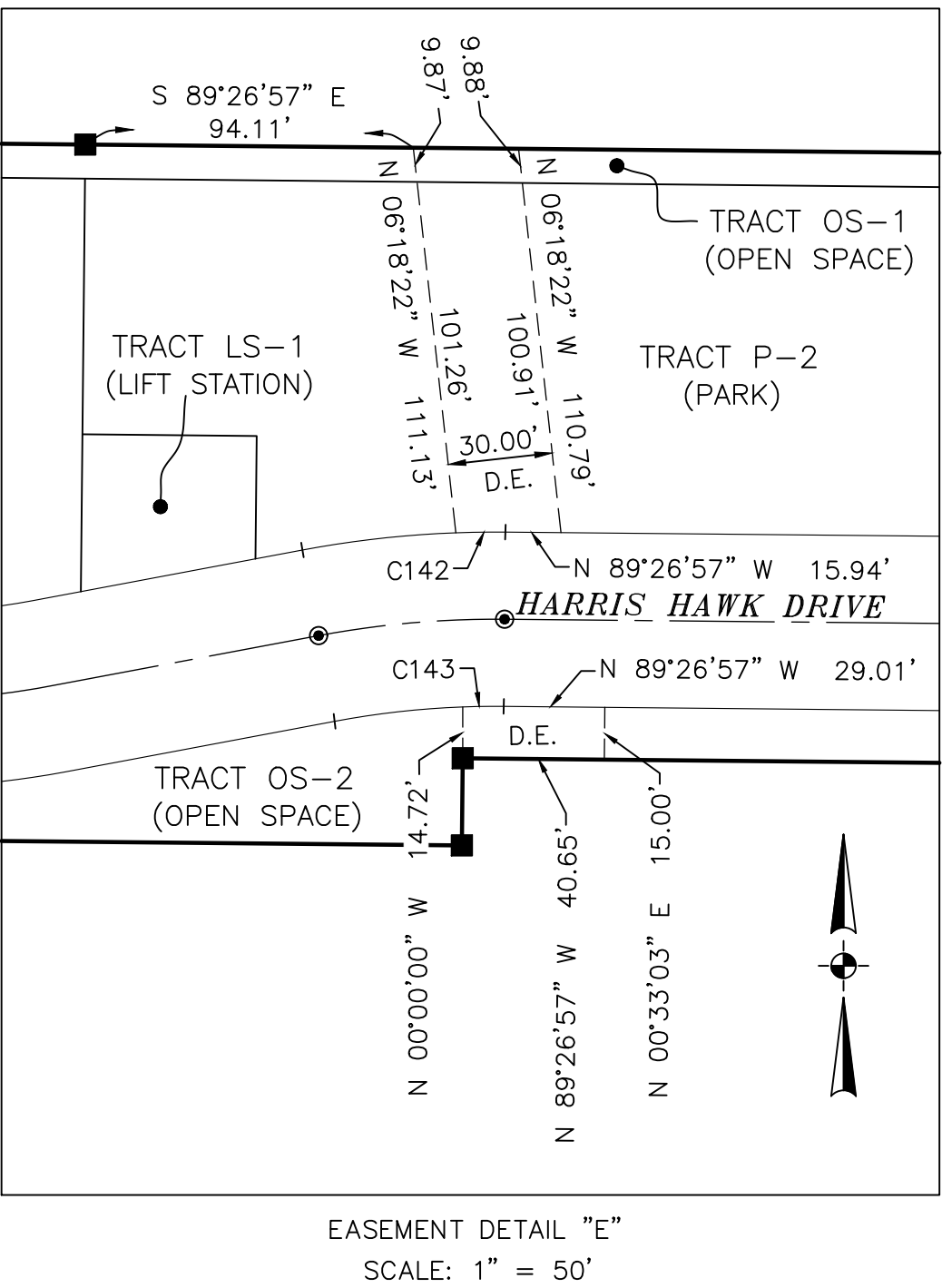
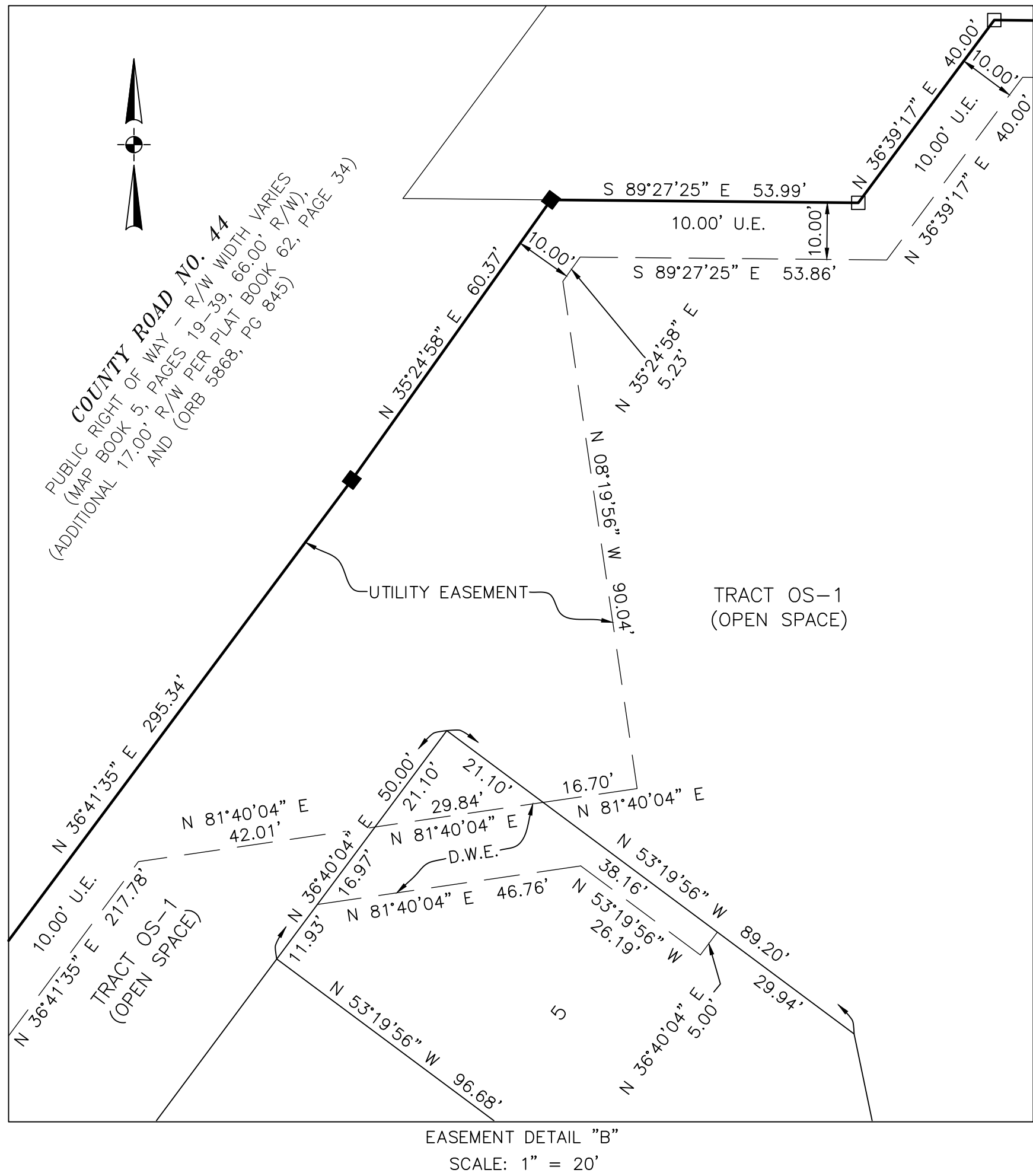
SILVER LAKE POINTE PHASE 1

A PORTION OF SECTIONS 9 AND 10, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA AND A REPLAT OF A PORTION OF LOTS 3, 4, 5 AND 6, BLOCK 20 AND A REPLAT OF A PORTION OF LOTS 1, 2 AND 3, BLOCK 21, SILVER LAKE ESTATES (REVISED AND CORRECTED PLAT OF RE-SUBDIVISION OF SILVER LAKE ESTATES) AS RECORDED IN PLAT BOOK 10, PAGES 66 THROUGH 69, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, ALL LYING IN SECTIONS 9 AND 10, TOWNSHIP 19 SOUTH, RANGE 25 EAST, CITY OF LEESBURG, FLORIDA

PLAT BOOK

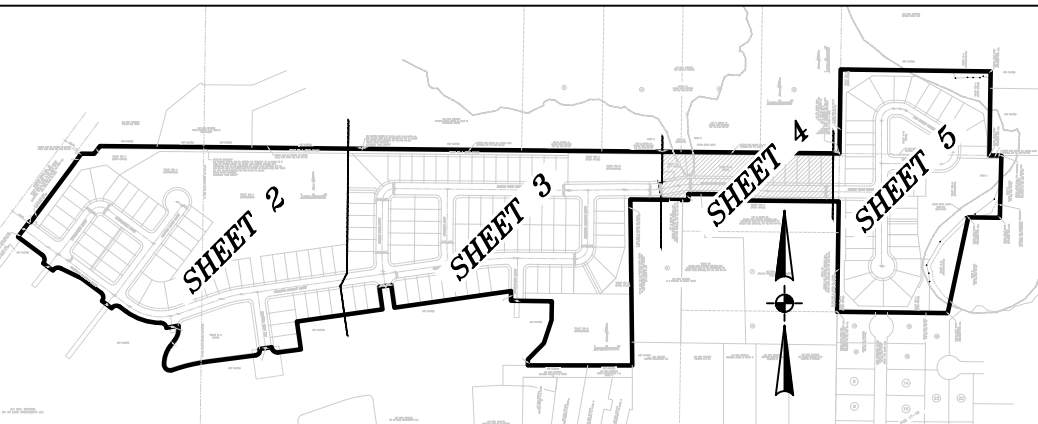
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CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C83	275.00'	53.68'	53.59'	N 84°57'32\"	11°11'00\"
C84	300.00'	58.56'	58.46'	N 84°57'32\"	11°11'00\"
C85	250.00'	48.80'	48.72'	N 84°57'32\"	11°11'00\"
C86	225.00'	65.83'	65.59'	S 81°04'03\"	16°45'48\"
C87	250.00'	73.14'	72.88'	S 81°04'03\"	16°45'48\"
C88	200.00'	58.52'	58.31'	S 81°04'03\"	16°45'48\"
C89	225.00'	65.76'	65.53'	S 81°03'32\"	16°44'44\"
C90	200.00'	58.43'	58.25'	S 81°03'32\"	16°44'44\"
C91	250.00'	73.07'	72.81'	S 81°03'32\"	16°44'44\"
C142	300.00'	14.24'	14.24'	N 89°11'28\"	02°43'10\"
C143	250.00'	11.78'	11.78'	N 89°12'03\"	02°41'58\"

LINE	BEARING	DISTANCE
L15	S 89°25'54\"	50.00'
L16	N 00°34'06\"	35.23'
L17	S 72°41'09\"	20.06'
L18	S 72°41'09\"	20.06'
L19	S 72°41'09\"	20.06'



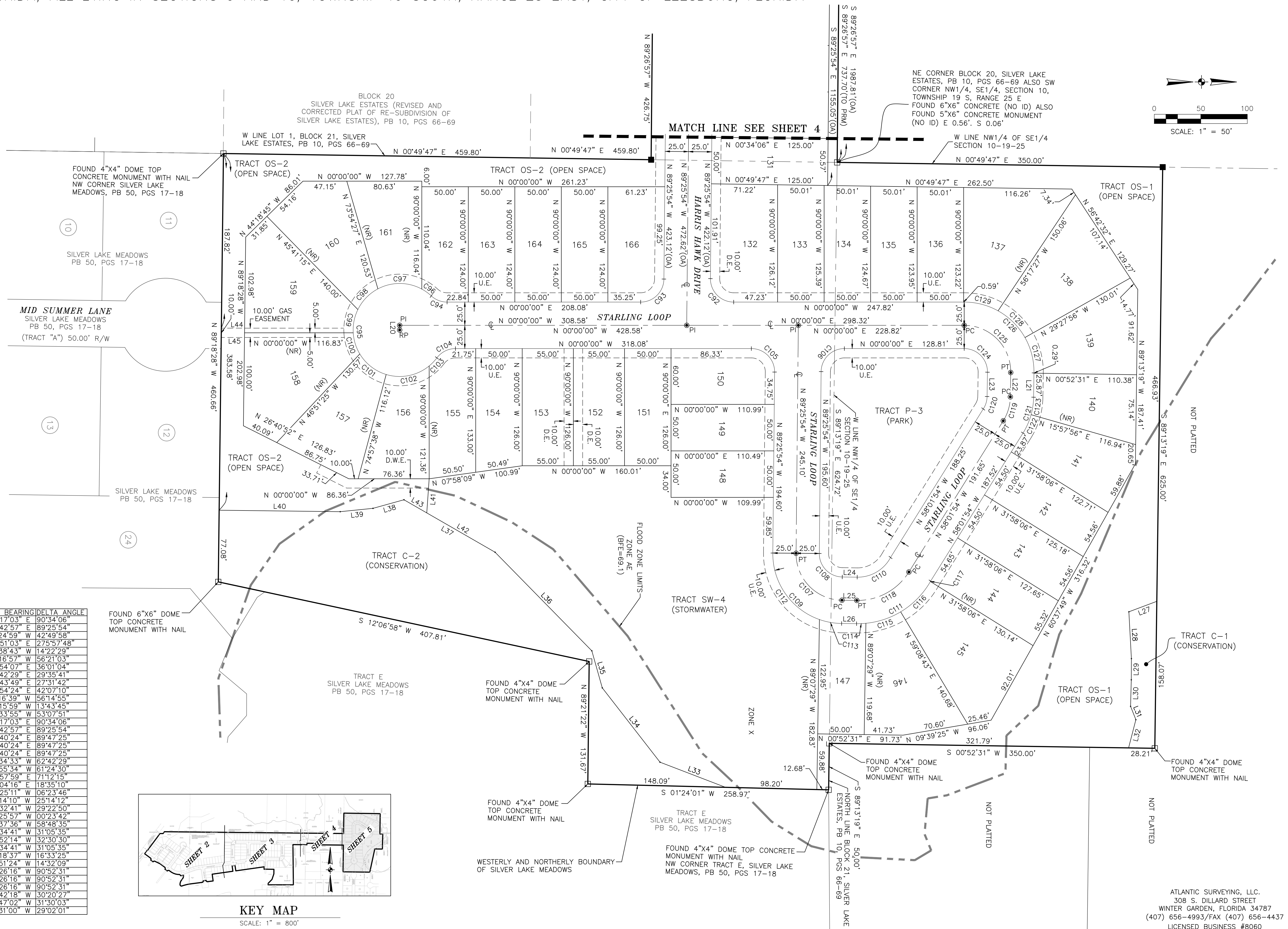
KEY MAP

SCALE: 1" = 800'

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SHEET 5 OF 5

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C92	25.00'	39.52'	35.53'	N 45°17'03"	90°34'06"
C93	25.00'	39.02'	35.18"	S 44°42'57"	89°25'54"
C94	25.00'	18.69'	18.26"	S 21°24'59"	W 42°49'58"
C95	50.00'	240.82'	66.94'	N 84°51'03"	E 27°55'48"
C96	50.00'	12.54'	12.51"	S 35°38'43"	W 14°22'29"
C97	50.00'	49.18'	47.22"	S 00°16'57"	W 56°21'03"
C98	50.00'	31.43'	30.92"	S 45°54'07"	E 36°01'04"
C99	50.00'	25.83'	25.79"	S 78°42'29"	E 29°35'41"
C100	50.00'	24.02'	23.94"	N 27°35'42"	E 27°35'42"
C101	50.00'	55.25'	35.38"	N 37°54'24"	E 42°07'10"
C102	50.00'	49.09'	47.14"	N 11°16'39"	W 56°14'55"
C103	50.00'	11.98'	11.95"	N 46°15'59"	W 13°43'45"
C104	25.00'	23.18'	22.36"	N 26°33'55"	W 53°07'51"
C105	25.00'	39.52'	35.53'	N 45°17'03"	E 90°34'06"
C106	25.00'	39.02'	35.18"	S 44°42'57"	E 89°25'54"
C107	50.00'	78.36'	70.58"	N 45°40'24"	E 89°47'25"
C108	25.00'	39.18'	35.29"	N 45°40'24"	E 89°47'25"
C109	75.00'	117.54'	105.87"	N 45°40'24"	E 89°47'25"
C110	40.00'	43.78'	41.63"	N 30°34'33"	W 62°42'29"
C111	90.00'	96.46'	91.91"	N 29°55'34"	W 61°24'30"
C112	75.00'	93.21'	87.27"	N 54°57'59"	E 71°12'15"
C113	90.00'	24.33'	24.22"	N 0°25'11"	E 18°33'10"
C114	90.00'	10.05'	10.04"	N 02°25'11"	W 08°23'46"
C115	90.00'	39.64'	39.32"	N 18°14'10"	W 25°14'12"
C116	90.00'	46.15'	45.65"	N 45°32'41"	W 29°22'50"
C117	90.00'	0.62'	0.62"	N 60°25'57"	W 00°23'42"
C118	65.00'	66.72'	63.83"	N 28°37'36"	W 58°48'35"
C119	50.00'	27.13'	26.80"	N 73°34'41"	W 31°05'35"
C120	25.00'	14.18'	13.99"	N 72°52'14"	W 32°30'30"
C121	75.00'	40.70'	40.20"	N 73°34'41"	W 31°05'35"
C122	75.00'	21.67'	21.60"	N 66°18'37"	W 16°33'25"
C123	25.00'	19.03'	18.98"	N 81°51'24"	W 14°32'09"
C124	75.00'	39.65'	35.62"	S 45°26'18"	W 90°52'31"
C125	50.00'	39.65'	35.62"	S 45°26'18"	W 90°52'31"
C126	75.00'	118.96'	106.87"	S 45°26'18"	W 90°52'31"
C127	75.00'	39.72'	39.25"	S 75°42'18"	W 30°20'27"
C128	75.00'	41.23'	40.72"	S 44°47'02"	W 31°30'03"
C129	75.00'	38.00'	37.60"	N 14°31'00"	W 29°02'01"



City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.9.

Meeting Date: June 12, 2023

From: Andi Purvis, (City Clerk), Joseph Mera, (Fire Chief)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, accepting an Automatic Aid Agreement for Fire Protection and Other Emergency Services between the City of Groveland and the City of Leesburg and more particularly described in the document; and providing an effective date.

Staff Recommendation:

Staff recommends accepting and approving the Resolution for an Automatic Aid Agreement for Fire Protection and Other Emergency Services between the City of Groveland and the City of Leesburg.

Analysis:

The purpose of this Automatic Aid Agreement for Fire Protection and Other Emergency Services is to establish the parameters of cooperation and assistance between the City of Groveland and the City of Leesburg with respect to the provision of such services.

Procurement Analysis:

N/A

Options:

1. Adopt the Resolution accepting and approving the Automatic Aid Agreement 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 AN AUTOMATIC AID AGREEMENT FOR FIRE PROTECTION AND OTHER EMERGENCY SERVICES BETWEEN THE CITY OF GROVELAND AND THE CITY OF LEESBURG AND MORE PARTICULARLY DESCRIBED IN THE DOCUMENT; AND PROVIDING AN EFFECTIVE DATE.

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

THAT an Automatic Aid Agreement for Fire Protection and Other Emergency Services between the City of Groveland and the City of Leesburg and more particularly described in the document for the purpose of establishing parameters of assistance between the City of Groveland and the City of Leesburg, is hereby accepted and the Mayor and Clerk are authorized to execute this agreement.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 12th day of June 2023.

Mayor

ATTEST:

City Clerk



scope of services provided by fire departments in the usual and customary Automatic Aid Agreement.

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



gives, it does mean that all participants will provide some assistance outside its jurisdictional boundaries to “Delta” and “Echo” level calls as defined by The International Academies of Emergency Dispatch and that the level of service delivered with the Automatic Aid Agreement will be comparable.

E. Participants agree that requests for assistance outside of this agreement may be requested under a mutual aid basis. Participants may make requests for mutual aid from each other if the need for additional or specific resources exists.

9. No term or provision of this Agreement is intended to, or shall, create any rights in any person, firm, corporation or other entity not a party hereto, and no such person or entity shall have any cause of action hereunder.
10. It is specifically agreed by both parties that for a particular incident, neither party shall be reimbursed by the other party for any costs incurred pursuant to this agreement. In the event of Declared Disasters, participants may apply for reimbursement from County, State, and Federal agencies.
11. In the event a party shall sustain a loss or damage to its equipment or injury to any of its personnel while responding to an incident or training in that jurisdiction of the other party, unless a result of the negligent actions of the other party, such loss shall be the sole responsibility of the party responding to the incident, and the other party shall not have any liability for such damage or injury. Should the loss or damage be the result of negligence or the negligent actions of the other party, the party responding shall retain all rights available for compensation under the laws of the State of Florida.
12. If one party wishes to terminate this agreement for any reason or no reason, with or without cause, 2 months (60 days) notice in writing of intention to terminate shall be given to the other involved.
13. No term or provision in this agreement is intended to create a partnership, joint venture or agency arrangement between the Cities.
14. The term of this Agreement shall be for a period of one year from the date of execution by the last party and shall automatically renew for like terms unless revised or terminated by the parties.



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

142 ATTEST:

CITY OF GROVELAND, FL

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145
146 City of Groveland Clerk

City of Groveland Mayor

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148
149 Approved as to form and legality:

This ____ day of _____, ____

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151 _____

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153 City of Groveland Attorney

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165 ATTEST:

CITY OF LEESBURG, FL

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167 _____

168 Andi Purvis
169 City of Leesburg City Clerk

City of Leesburg Mayor

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172 Approved as to form and legality:

This ____ day of _____, ____

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176 City of Leesburg Attorney
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City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.B.1.

Meeting Date: June 12, 2023

From: Dan Miller, (Planning and Zoning Director), Christine Rock, (Senior Planner)

Subject: An Ordinance of the City of Leesburg, Florida, annexing certain real property consisting of approximately 60.27 +/- acres and generally located north of Jackson Road, east and west of Park Lane, and west of Radio Road, lying in Section 10, Township 19 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. (Silver Lake Woods AX)

Staff Recommendation:

The Planning and Zoning staff recommends approval of the proposed ordinance for annexation of 60.27 +/- acres.

Analysis:

The applicant has submitted a request for annexation of approximately 60.27 +/- acres, generally located north of Jackson Road, east and west of Park Lane, and west of Radio Road, as shown on the attached General Location Map. At this time, the property is vacant and undeveloped. The current zoning is Lake County A (Agriculture); the proposed zoning is City of Leesburg PUD (Planned Unit Development). The proposal for the property is a single-family residential subdivision.

The property is surrounded by City of Leesburg PUD (Planned Unit Development) and Lake County A (Agriculture), R-1 (Rural Residential), Lake County R-2 (Estate Residential), Lake County R-6 (Urban Residential District) and City of Leesburg SPUD (Small Planned Unit Development). Under the conditions of the PUD zoning case which is also on this agenda, no negative impacts are anticipated to adjacent properties.

Also, on this City Commission agenda is a Large-Scale Comprehensive Plan Amendment, which, along with the Rezoning, received recommendations for approval from Staff and the Planning Commission on May 18, 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:

Future development of this site will create a 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, ANNEXING CERTAIN REAL PROPERTY CONSISTING OF APPROXIMATELY 60.27 +/- ACRES AND GENERALLY LOCATED NORTH OF JACKSON ROAD, EAST AND WEST OF PARK LANE, AND WEST OF RADIO ROAD, LYING IN SECTION 10, TOWNSHIP 19 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. (SILVER LAKE WOODS 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 Jerome Henin, Traderscove Corporation, Petitioner, 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 5.;

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

LEGAL DESCRIPTION

PARCEL 1: (ALT KEY 1389186) – Per Lake County Property Appraiser

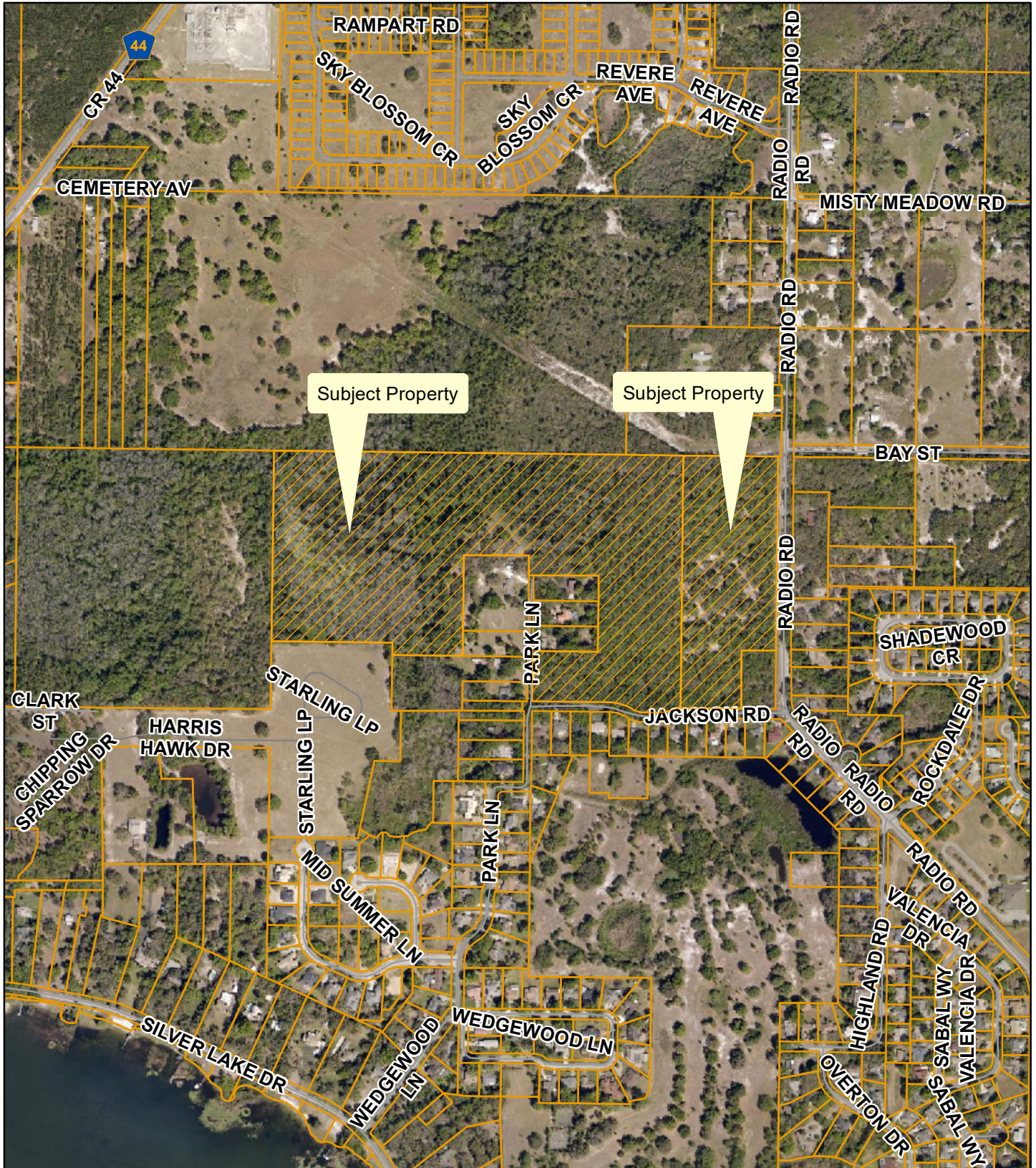
E 528 FT OF NE 1/4 OF SE 1/4--LESS FROM SW COR OF SEC 11-19-25 RUN N 0-37-47 E ALONG W LINE OF SEC A DIST OF 1350.34 FT, N 89-18-50 W 40 FT FOR POB, SAID POINT ALSO BEING ON N'LY R/W LINE OF JACKSON RD, CONT ALONG SAID N'LY R/W LINE N 89-18-50 W 177.72 FT, N 0-37-47 E 300.89 FT, S 89-18-50 E 177.72 FT TO W'LY R/W LINE OF RADIO RD, S 0-37-47 W ALONG SAID W'LY R/W LINE A DIST OF 300.89 FT TO POB & LESS E 40 FT FOR RD R/W & LESS THAT PART OF LAND LYING WITHIN 25 FT EITHER SIDE, WHEN MEASURED AT RIGHT ANGLES OR RADIAL THERETO THE FOLLOWING DESCRIBED CENTERLINE: BEG AT SE COR OF NE 1/4 OF SE 1/4 OF SAID SEC 10 RUN S 89-54-40 W ALONG S LINE OF NE 1/4 OF SE 1/4 A DIST OF 496.33 FT TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 243.42 FT & A CENTRAL ANGLE OF 18-26-30, THENCE ALONG THE ARC OF SAID CURVE 78.35 FT TO THE END OF SAID CURVE & THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 243.42 FT & A CENTRAL ANGLE OF 18-26-30, THENCE ALONG THE ARC OF SAID CURVE 78.35 FT TO THE END OF SAID CURVE, THENCE S 89-54-40 W 72 FT TO THE BEGINNING OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 155.31 FT & A CENTRAL ANGLE OF 34-04-0, THENCE ALONG THE ARC OF SAID CURVE 92.34 FT TO THE END OF SAID CURVE & THE BEGINNING OF A CURVE TO THE LEFT, HAVING A RADIUS OF 155.31 FT & A CENTRAL ANGLE OF 34-04-0, THENCE ALONG THE ARC OF SAID CURVE 92.34 FT TO THE END OF SAID CURVE, THENCE S 89-54-40 W 425 FT TO A POINT 25 FT N OF SW COR OF NE 1/4 OF SE 1/4 & THE END OF THIS DESCRIPTION FOR RD R/W-- ORB 1686 PG 910 ORB 1689 PG 1580

PARCEL 2: (ALT KEY 1756472) – Per Lake County Property Appraiser

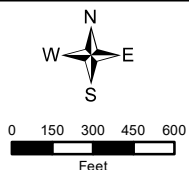
FROM SE COR OF NW 1/4 OF SE 1/4 RUN N 670 FT, W 335 FT TO POB, RUN S 390 FT, W 360 FT, N 70 FT, W TO W LINE OF NW 1/4 OF SE 1/4, N TO NW COR OF NW 1/4 OF SE 1/4, E TO PT 435 FT W OF NE COR OF NW 1/4 OF SE 1/4, S 619.88 FT, E 100 FT, S TO POB, BEG SW COR OF NE 1/4 OF SE 1/4, RUN N 700 FT, E 25 FT, S 390.36 FT, E 335 FT, N 390.36 FT, E 150 FT, N 619.88 FT, E TO PT 528 FT W OF E LINE OF SEC, S TO S LINE OF NE 1/4 OF SE 1/4, W TO POB, BEG 700.12 FT N OF SE COR OF NW 1/4 OF SE 1/4, RUN E 510 FT, N 619.88 FT, W 945 FT, S 619.88 FT, E 100 FT, N 100 FT, E 335 FT, S TO POB--LESS THAT PART OF LAND LYING WITHIN 25 FT EITHER SIDE, WHEN MEASURED AT RIGHT ANGLES OR RADIAL THERETO, THE FOLLOWING DESCRIBED CENTERLINE: BEG AT SE COR OF NE 1/4 OF SE 1/4 RUN S 89-54-40 W ALONG S LINE OF NE 1/4 OF SE 1/4 496.33 FT TO THE BEG OF A CURVE TO THE LEFT, HAVING A RADIUS OF 243.42 FT & A CENTRAL ANGLE OF 18-26-30, THENCE ALONG THE ARC OF SAID CURVE 78.35 FT TO THE END OF SAID CURVE & THE BEGINNING OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 243.42 FT & A CENTRAL ANGLE OF 18-26-30, THENCE ALONG THE ARC OF SAID CURVE 78.35 FT TO THE END OF SAID CURVE, THENCE S 89-54-40 W 72 FT TO THE BEG OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 155.31 FT & A CENTRAL ANGLE OF 34-04-0, THENCE ALONG THE ARC OF SAID CURVE 92.34 FT TO THE END OF SAID CURVE & THE BEG OF A CURVE TO THE LEFT, HAVING A RADIUS OF 155.31 FT & A CENTRAL ANGLE OF 34-04-0, THENCE ALONG THE ARC OF SAID CURVE 92.34 FT TO THE END OF SAID CURVE, THENCE S 89-54-40 W 425 FT TO A POINT 25 FT N OF SW COR OF NE 1/4 OF SE 1/4 & THE END OF THIS DESCRIPTION FOR RD R/W-- ORB 1394 PG 2410 ORB 1663 PG 2158

CONTAINING 60.27 ACRES, MORE OR LESS.

Aerial

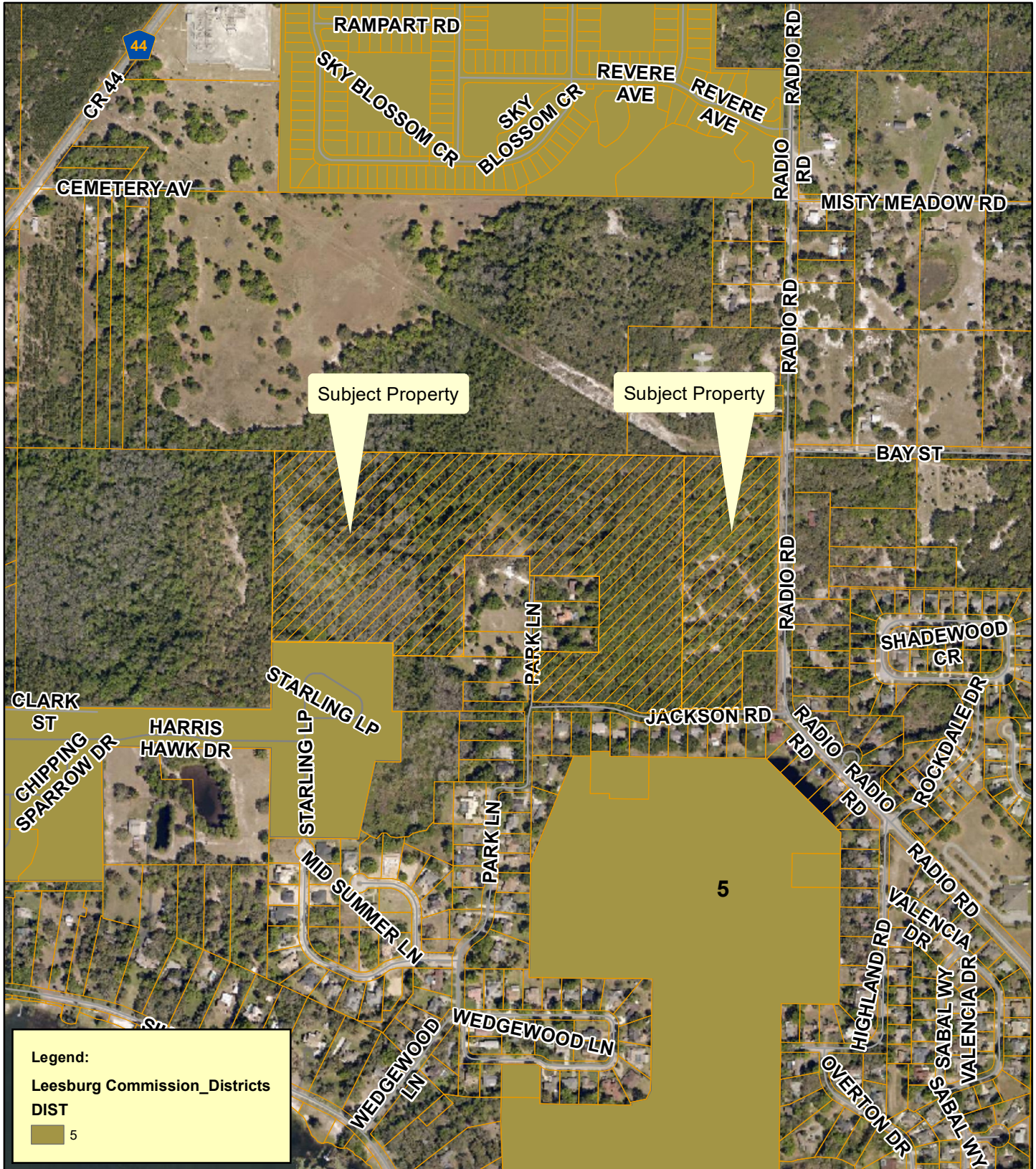


Planning
& Zoning
Division

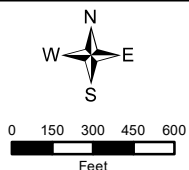


Silver Lake Woods
9825 Jackson Road
AK#s: 1389186; 1756472
Section 10, Township 19 South, Range 25 East
April 24, 2023

Commission District



**Planning
& Zoning
Division**



Silver Lake Woods
9825 Jackson Road
AK#s: 1389186; 1756472
Section 10, Township 19 South, Range 25 East
April 24, 2023

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.B.2.

Meeting Date: June 12, 2023

From: Dan Miller, (Planning and Zoning Director), Christine Rock, (Senior Planner)

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 60.27 +/- acres from Lake County Urban Low Density to City of Leesburg Estate Residential, for a property generally north of Jackson Road, east and west of Park Lane, and west of Radio Road, lying in Section 10, Township 19 South, Range 25 East, Lake County, Florida; and providing an effective date. (Silver Lake Woods LSCP)

Staff Recommendation:

The Planning & Zoning Staff recommends approval of the proposed large-scale comprehensive plan amendment of the City's Future Land Use Map on 60.27 +/- acres from Lake County Urban Low Density to City of Leesburg Estate Residential.

Analysis:

The project site is approximately 60.27 +/- acres and is generally located north of Jackson Road, east and west of Park Lane, and west of Radio Road. Currently, the property is vacant and undeveloped. The proposed use is for a single-family residential subdivision. The surrounding Future Land Use Map designations of Lake County Urban Low Density and Urban Medium Density and City of Leesburg Estate Residential are compatible with the proposed future land use designation of City of Leesburg Estate Residential. The proposed zoning designation of City of Leesburg 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. The proposal for the property is single-family residential use.

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 May 18, 2023 and recommended approval.

Procurement Analysis:

N/A

Options:

1. Approve the requested small-scale comprehensive plan amendment from Lake County Urban Low Density to City of Leesburg Estate Residential; or
2. Other such action as the Commission may deem appropriate.

Fiscal Impact:

Future development of this site will create a 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 60.27 +/- ACRES FROM LAKE COUNTY URBAN LOW DENSITY TO CITY OF LEESBURG ESTATE RESIDENTIAL, FOR A PROPERTY GENERALLY NORTH OF JACKSON ROAD, EAST AND WEST OF PARK LANE, AND WEST OF RADIO ROAD, LYING IN SECTION 10, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (SILVER LAKE WOODS LSCP)

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 60.27 +/- acres of land generally located north of Jackson Road, east and west of Park Lane, and west of Radio Road from Lake County Urban Low Density to City of Leesburg Estate Residential, as shown on the revised map of said area, lying in Section 10, Township 19 South, Range 25 East, Lake County, Florida;

Section 2.

That this amendment is hereby transmitted to the Department of Economic Opportunity as required by the Community Planning Act of 2011, Chapter 163, Part II, Florida Statutes;

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 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

LEGAL DESCRIPTION

PARCEL 1: (ALT KEY 1389186) – Per Lake County Property Appraiser

E 528 FT OF NE 1/4 OF SE 1/4--LESS FROM SW COR OF SEC 11-19-25 RUN N 0-37-47 E ALONG W LINE OF SEC A DIST OF 1350.34 FT, N 89-18-50 W 40 FT FOR POB, SAID POINT ALSO BEING ON N'LY R/W LINE OF JACKSON RD, CONT ALONG SAID N'LY R/W LINE N 89-18-50 W 177.72 FT, N 0-37-47 E 300.89 FT, S 89-18-50 E 177.72 FT TO W'LY R/W LINE OF RADIO RD, S 0-37-47 W ALONG SAID W'LY R/W LINE A DIST OF 300.89 FT TO POB & LESS E 40 FT FOR RD R/W & LESS THAT PART OF LAND LYING WITHIN 25 FT EITHER SIDE, WHEN MEASURED AT RIGHT ANGLES OR RADIAL THERETO THE FOLLOWING DESCRIBED CENTERLINE: BEG AT SE COR OF NE 1/4 OF SE 1/4 OF SAID SEC 10 RUN S 89-54-40 W ALONG S LINE OF NE 1/4 OF SE 1/4 A DIST OF 496.33 FT TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 243.42 FT & A CENTRAL ANGLE OF 18-26-30, THENCE ALONG THE ARC OF SAID CURVE 78.35 FT TO THE END OF SAID CURVE & THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 243.42 FT & A CENTRAL ANGLE OF 18-26-30, THENCE ALONG THE ARC OF SAID CURVE 78.35 FT TO THE END OF SAID CURVE, THENCE S 89-54-40 W 72 FT TO THE BEGINNING OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 155.31 FT & A CENTRAL ANGLE OF 34-04-0, THENCE ALONG THE ARC OF SAID CURVE 92.34 FT TO THE END OF SAID CURVE & THE BEGINNING OF A CURVE TO THE LEFT, HAVING A RADIUS OF 155.31 FT & A CENTRAL ANGLE OF 34-04-0, THENCE ALONG THE ARC OF SAID CURVE 92.34 FT TO THE END OF SAID CURVE, THENCE S 89-54-40 W 425 FT TO A POINT 25 FT N OF SW COR OF NE 1/4 OF SE 1/4 & THE END OF THIS DESCRIPTION FOR RD R/W-- ORB 1686 PG 910 ORB 1689 PG 1580

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CONTAINING 60.27 ACRES, MORE OR LESS.



CITY OF LEESBURG PLANNING & ZONING DIVISION RECOMMENDATIONS

DATE: May 18, 2023
OWNER: Oetjen Family, Ltd
PETITIONER: Jerome Henin, Traderscove Corporation
PROJECT: Silver Lake Woods
REQUEST: Large Scale Comprehensive Plan Amendment to Estate Residential
CASE NO.: LSCP-23-126

THE PLANNING & ZONING DIVISION RECOMMENDS:

APPROVAL of the request for the following reason(s):

1. This project meets the requirements of Chapter 163.3184 Florida Statutes, for Large Scale Comprehensive Plan Amendments.
2. The proposed Large Scale Comprehensive Plan (LSCP) amendment is compatible with the adjacent future land use designations of City of Leesburg Estate Residential and Lake County Urban Medium Density and Urban Low Density.
3. The proposed zoning classification of PUD (Planned Unit Development) is compatible, as conditioned, with the current surrounding zoning districts of City of Leesburg PUD (Planned Unit Development) and Lake County R-6 (Urban Residential District), R-3 (Medium Residential District), R-2 (Estate Residential), and A (Agricultural).
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 Urban Low Density to City of Leesburg Estate Residential and forward the recommendation to the City Commission for consideration.

**CITY OF LEESBURG PLANNING & ZONING DIVISION
DEPARTMENTAL REVIEW SUMMARY**

DATE: May 16, 2023
OWNER: Oetjen Family, Ltd
PETITIONER: Jerome Henin, Traderscove Corporation
PROJECT: Silver Lake Woods
REQUEST: Large Scale Comprehensive Plan Amendment to Estate Residential and a Rezoning to PUD (Planned Unit Development) to allow a single-family residential development.
CASE NO.: LSCP-23-126; PUD-23-129

THE FOLLOWING COMMENTS RECEIVED FROM EACH DEPARTMENT:

POLICE

No comments received as of 5/11/2023.

FIRE

In reference to Case Number LSCP-23-126 & PUD-23-129 Silver Lake Woods.

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 LSCP-23-126 & PUD-23-129 Silver Lake Woods 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 5/16/2023

ELECTRIC

Leesburg Electric has not objections. Easements along Jackson Road for the existing facilities may be required. Steve Davis 4/27/2023

GAS

Natural gas is available and directed per City Ordinance. Brandon Smith 5/2/2023

GIS

GIS has no comments. Tammy Magamoll 5/2/2023

BUILDING

No comments received as of 5/11/2023.

PUBLIC WORKS

Public Works has no issue with this item. Cliff Kelsey 4/27/2023

ADDRESSING

No comments received as of 5/11/2023.

HOUSING & REDEVELOPMENT

No comments received as of 5/11/2023.

LAKE COUNTY PUBLIC WORKS

See attached comment letter. Seth Lynch 5/12/2023

LAKE COUNTY SCHOOLS

The Silver Lake Woods residential project is subject to school concurrency review prior to final site plan approval. Proportionate share mitigation may be required at time of submittal. Helen LaValley 5/4/2023

PUBLIC RESPONSES

Approval

No comments received as of 5/11/2023.

Disapproval

1 disapproval with 1 comment as of 5/11/2023.

No comment

No comments received as of 5/11/2023.

Notice of Appearance filed: No comments received as of 5/11/2023.

PUBLIC COMMENTS (APPROVAL WITH REQUESTS)

No comments received as of 5/11/2023.

PUBLIC COMMENTS (DISAPPROVAL)

Heather Ryder – Moving here 2 years ago was a blessing! We love the peaceful environment filled with the sound of animals and the view of nature. Hearing about a development across the street raises many concerns. Specifically, the noise pollution, excessive traffic and a loss of a pleasing view and surrounding area. The trees create a peaceful place, and the joy of watching wildlife (birds, panthers, coyotes, armadillos, etc) that have been seen in their habitat across the street. Because other developments are in process or have been almost completed that are really close to this plot of ground, there is going to be a loss of wildlife habitat. Additionally, Jackson Road has traffic that cuts through to 441 and at times has been unsafe. A development next door will only increase this hazard. The addition of another development may increase revenue, but will negatively impact the lives of those living around the plot, especially since open ground continues to diminish. Finally, what evaluations have been done to consider the additional stress added to the already overwhelmed schools.

**CITY OF LEESBURG PLANNING & ZONING DIVISION
STAFF SUMMARY**

DATE: May 18, 2023
OWNER: Oetjen Family, Ltd
PETITIONER: Jerome Henin, Traderscove Corporation
PROJECT: Silver Lake Woods
REQUEST: LSCP (Large Scale Comprehensive Plan Amendment); PUD (Planned Unit Development)
CASE NO.: LSCP-23-126; PUD-23-129

GENERAL LOCATION: North of Jackson Road, east and west of Park Lane, west of Radio Road

FUTURE LAND USE DESIGNATION: Lake County Urban Low Density

SURROUNDING FUTURE LAND USE DESIGNATION:

North – Lake County Urban Low Density
South – Estate Residential; Lake County Urban Low Density
East – Lake County Urban Low Density; Urban Medium Density
West – Lake County Urban Low Density

PROPOSED FUTURE LAND USE DESIGNATION: Estate Residential

EXISTING ZONING DESIGNATION: Lake County A (Agriculture)

SURROUNDING ZONING DESIGNATIONS:

North – Lake County A (Agriculture)
South – PUD (Planned Unit Development); Lake County A (Agriculture); Lake County R-(Rural Residential); Lake County R-2 (Estate Residential)
East – Lake County A (Agriculture); Lake County R-6 (Urban Residential District)
West – City of Leesburg PUD (Planned Unit Development); Lake County HM (Heavy Lake County A (Agriculture)

PROPOSED ZONING DESIGNATION: PUD (Planned Unit Development)

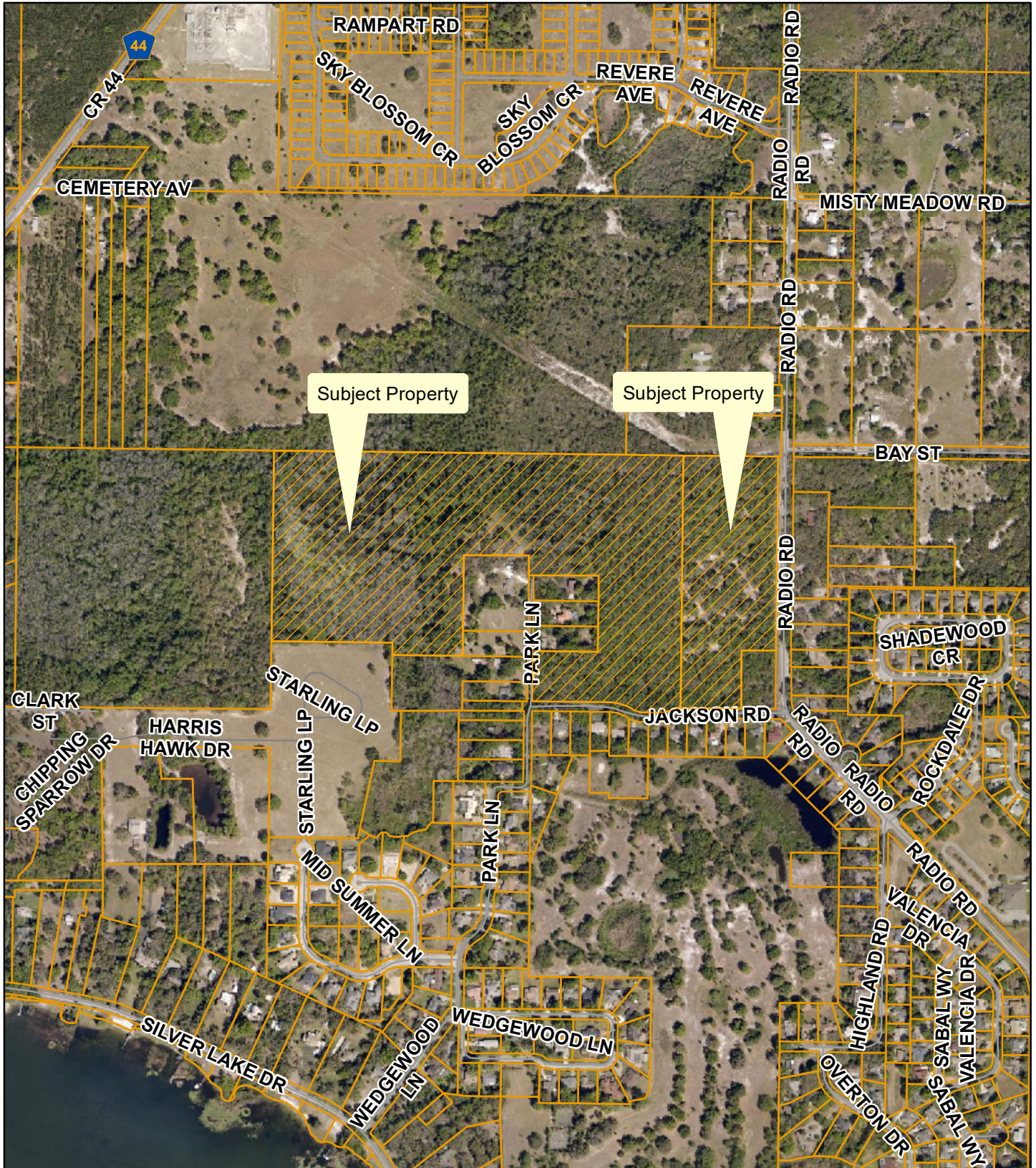
EXISTING LAND USE: Agricultural, undeveloped

SURROUNDING EXISTING LAND USE:

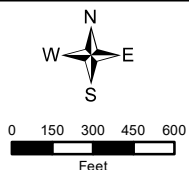
North – Pasture Improved; Residential
South – Non-Agricultural Acreage; Residential
East – Residential
West – Timber

PROPOSED LAND USE: Single family residential subdivision

Aerial

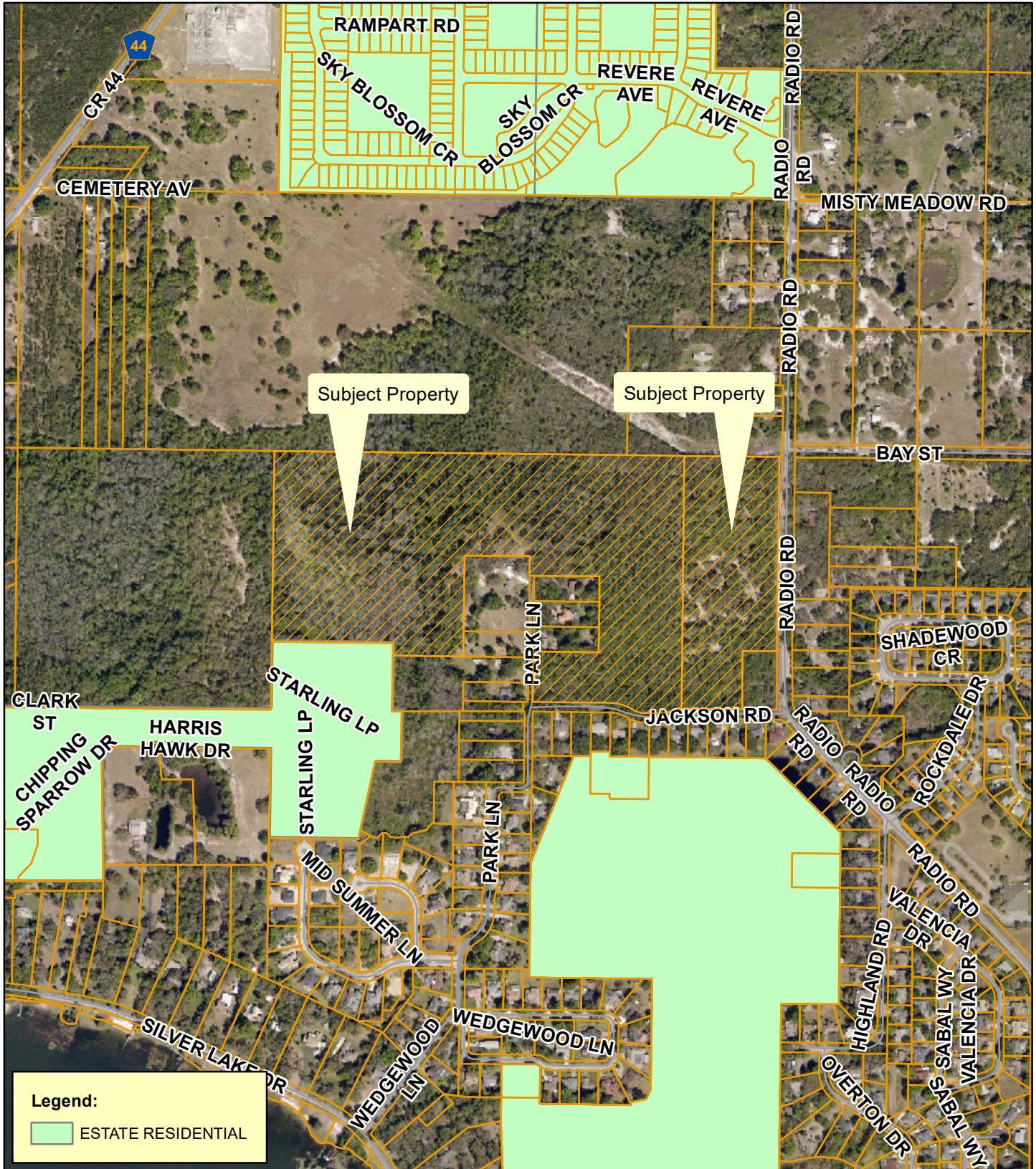


**Planning
& Zoning
Division**

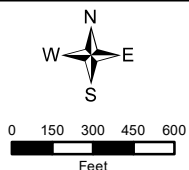


Silver Lake Woods
9825 Jackson Road
AK#s: 1389186; 1756472
Section 10, Township 19 South, Range 25 East
April 24, 2023

Future Land Use

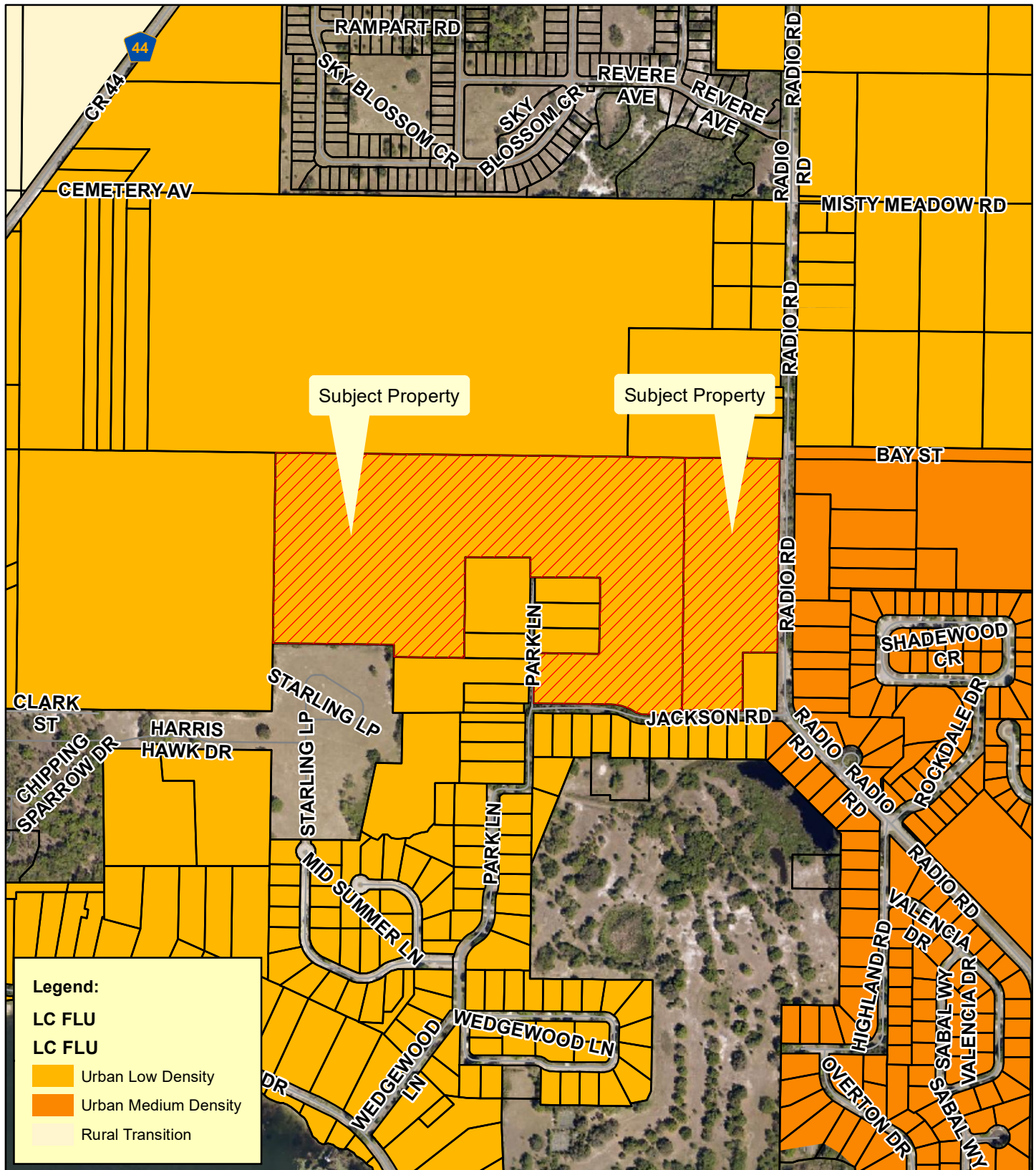


**Planning
& Zoning
Division**

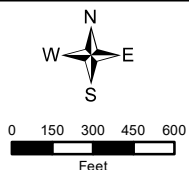


Silver Lake Woods
9825 Jackson Road
AK#s: 1389186; 1756472
Section 10, Township 19 South, Range 25 East
April 24, 2023

Lake County Future Land Use

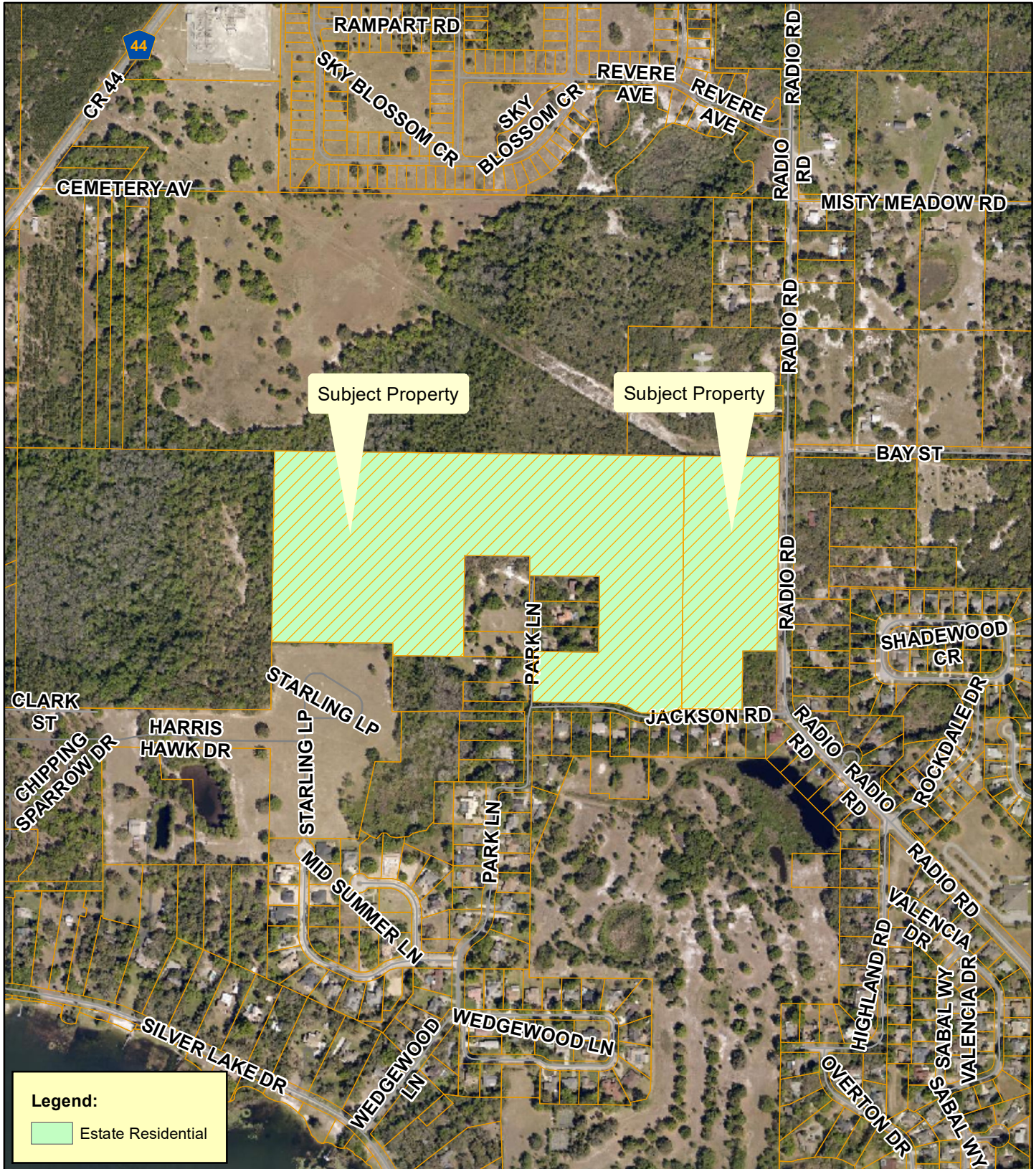


**Planning
& Zoning
Division**

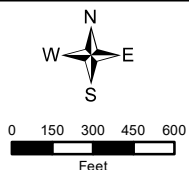


Silver Lake Woods
9825 Jackson Road
AK#s: 1389186; 1756472
Section 10, Township 19 South, Range 25 East
April 24, 2023

Proposed Future Land Use



**Planning
& Zoning
Division**

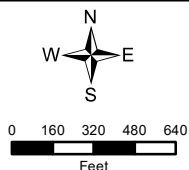


Silver Lake Woods
9825 Jackson Road
AK#s: 1389186; 1756472
Section 10, Township 19 South, Range 25 East
April 24, 2023

Surrounding Land Use

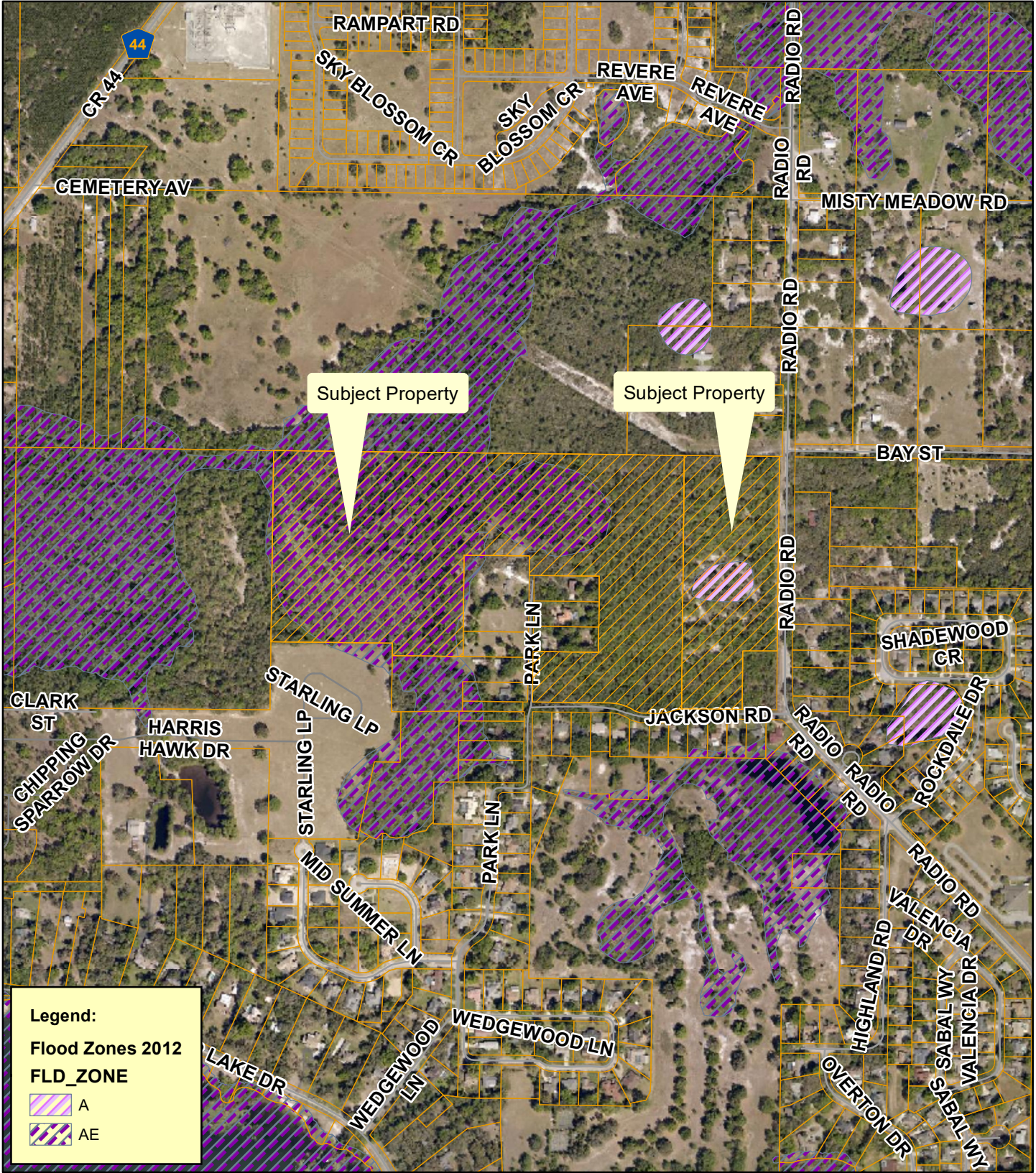


**Planning
& Zoning
Division**

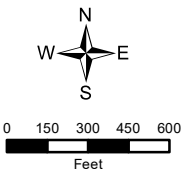


Silver Lake Woods
9825 Jackson Road
AK#s: 1389186; 1756472
Section 10, Township 19 South, Range 25 East
April 24, 2023

Flood Zone

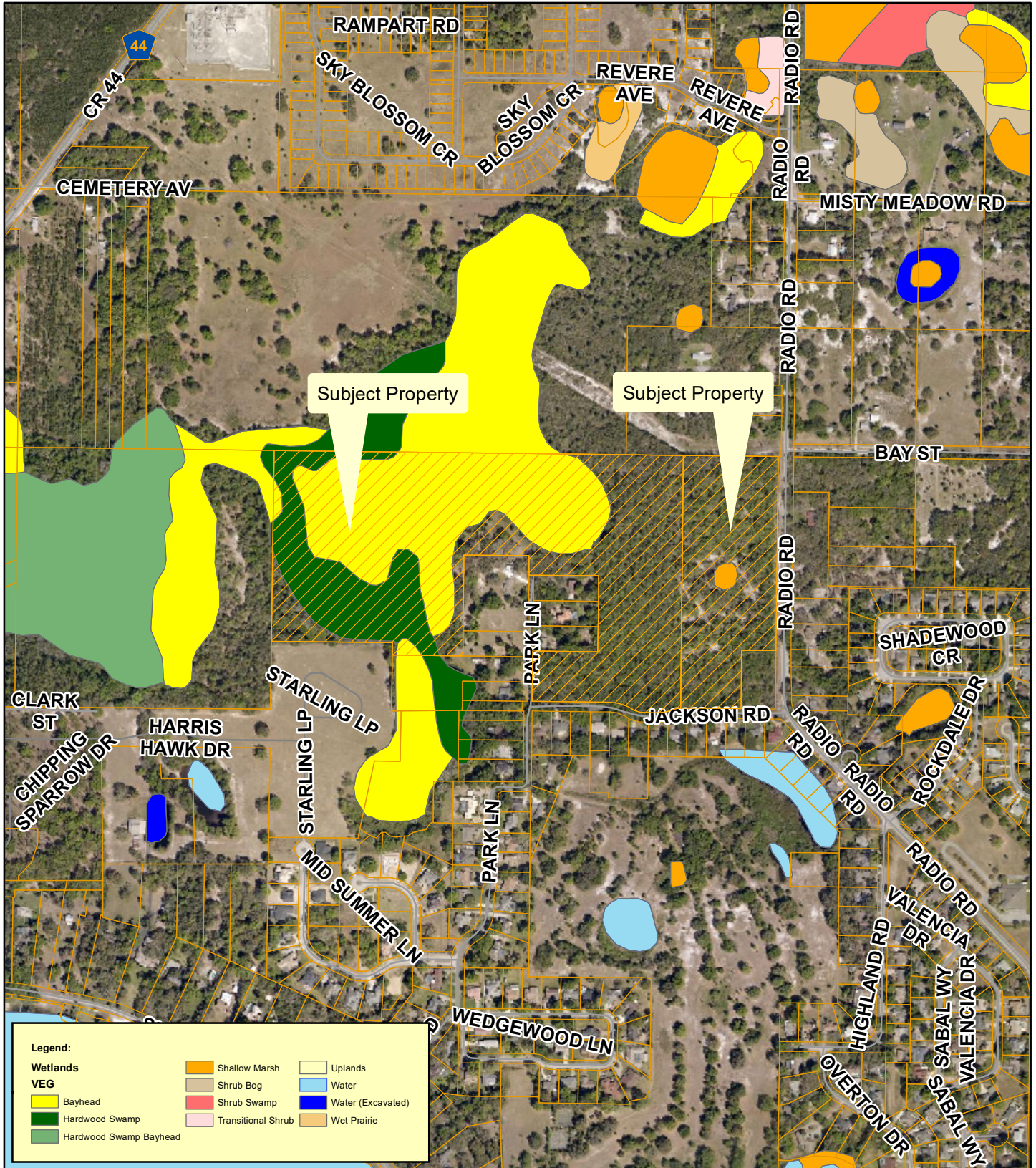


Planning
& Zoning
Division

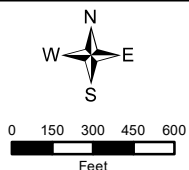


Silver Lake Woods
9825 Jackson Road
AK#s: 1389186; 1756472
Section 10, Township 19 South, Range 25 East
April 24, 2023

Wetlands



**Planning
& Zoning
Division**



Silver Lake Woods
9825 Jackson Road
AK#s: 1389186; 1756472
Section 10, Township 19 South, Range 25 East
April 24, 2023



DRAFT SUMMARY MINUTES OF THE REGULAR MEETING
OF THE PLANNING COMMISSION
CITY COMMISSION CHAMBERS, CITY HALL

THURSDAY, MAY 18TH, 2023, 4:30 P.M.

The Planning Commission of the City of Leesburg held its regular meeting Thursday, May 18th, 2023, in the Commission Chambers at City Hall. Chairman Tim Sennett called the meeting to order at 4:30 p.m.

The following Commission members were present:

Tim Sennett
Ted Bowersox
Frazier J. Marshall
John O'Kelley
Stewart Kaplan
Ze'Shieca Carter
Nathaniel Sanders
Rosalind Peebles-Johnson

The following Commission members were absent:

Ken Simeone

City staff that was present included Dan Miller, Planning & Zoning Director, Kandi Harper, Senior Planner, Christine Rock, Senior Planner, Dianne Yekel, Senior Planner, Max Van Allen, Planner, and Melissa Medders, Planner. City Attorney Grant Watson was also present.

The meeting opened with an invocation given by Commissioner Ted Bowersox and the Pledge of Allegiance to the Flag.

Attorney Grant Watson swore in staff as well as anyone wishing to speak.

Dan Miller, Planning & Zoning Director, informed the audience of the rules of participation and the need to sign the speaker's registry. He also informed Commissioners and the audience of the City Commission meeting dates tentatively scheduled.

MINUTES OF PLANNING & ZONING COMMISSION MEETING FOR APRIL 20, 2023.

Commissioner Ted Bowersox moved to APPROVE the minutes from the April 20, 2023 meeting. Commissioner Ze'Shieca Carter SECONDED the motion, which was PASSED by a vote of 7 to 0.

NEW BUSINESS

1) **PUBLIC HEARING CASE # LSCP-23-126 – SILVER LAKE WOODS – LARGE SCALE COMPREHENSIVE PLAN MAP AMENDMENT**

AN ORDINANCE AMENDING THE FUTURE LAND USE MAP OF THE COMPREHENSIVE PLAN OF THE CITY OF LEESBURG, CHANGING THE FUTURE LAND USE DESIGNATION OF CERTAIN PROPERTY CONTAINING 60 +/- ACRES FROM LAKE COUNTY URBAN LOW DENSITY TO CITY OF LEESBURG ESTATE RESIDENTIAL FOR A PROPERTY GENERALLY LOCATED WEST OF RADIO ROAD, NORTH OF JACKSON ROAD, AND EAST AND WEST OF PARK LANE, AS LEGALLY DESCRIBED IN SECTION 10, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. **(CITY COMMISSION DATES ARE TENTATIVELY SCHEDULED FOR FIRST READING ON MONDAY, JUNE 12TH, 2023 AND SECOND READING TENTATIVELY SCHEDULED FOR MONDAY, AUGUST 14TH, 2023)** (Silver Lake Woods LSCP)

Mr. Miller stated staff would like to, with the Chairman's permission, discuss the first two cases together, and then have the votes taken at the end of discussion for each case.

Dan Miller introduced case number #LSCP-23-126 – *Silver Lake Woods – Large Scale Comprehensive Plan Map Amendment* and case number #PUD-23-129 – *Silver Lake Woods – Planned Unit Development* into the record and entered the exhibits into the record with maps and photo exhibits including aerial, zoning, future and surrounding land use, wetlands/flood zone maps, CRA maps, staff summary, departmental review summary, and staff recommendations.

Mr. Miller gave some background information on the project. He said that this is a proposal for a single-family residential development on a site consisting of approximately 60+ acres, proposing units with a density of 1.41 units per acre.

Senior Planner Christine Rock presented the maps and photo exhibits demonstrating the area of the proposed site for both cases.

Department Review Summary: This case was sent out to all the different departments for review, no substantive comments or objections received from the departments. Lake County Public Works made the following comments about Radio Road: left and right turn lanes are required on Radio Road at development's proposed access, additional right-of-way may be required for Radio Road, sidewalk will need to be provided along road frontages, a traffic impact analysis and signal warrant analysis will need to be done, additional right-of-way will be required to accommodate the right and left turn lanes. And for Jackson Road and Park Lane, additional right-of-way may be required along frontages with sidewalks. Lake County School Board indicated that a concurrency review would be required. For Public responses, we received one written response for disapproval which mentioned noise pollution from traffic, the peaceful view, the wildlife, and schools.

Mr. Miller also highlighted some of the PUD stating that the overall project is approximately 60 acres, and 28 acres will be preserved as wetlands. The only permitted uses are single-family. There are three lot sizes in the PUD, with a total of 85 lots. The access point for the property is located on the south side and is required to be a boulevard type access with an 8-foot landscape medium, which will allow emergency access vehicles to maneuver. There is a 25-foot buffer around the exterior of the property on the north, east, and south. Each home is required to have a two-car garage. All lots smaller than

60-feet have to have gutters all around the house to direct water away. There is a requirement for a split rail fence on the north, east, and south boundary. There are recreational requirements of approximately 4-acres to include such uses as a children's playground, dog park, or gazebo. Otherwise, the standard PUD conditions are in effect, such as the design and architectural standards, landscape and buffer requirements, and the dark sky lighting.

The Planning & Zoning staff recommended the approval of the request for the following reasons:

1. This project meets the requirements of Chapter 163.3184 Florida Statutes, for Large Scale Comprehensive Plan Amendments.
2. The proposed Large Scale Comprehensive Plan (LSCP) amendment is compatible with the adjacent future land use designations of City of Leesburg Estate Residential and Lake County Urban Medium Density and Urban Low Density.
3. The proposed zoning classification of PUD (Planned Unit Development) is compatible, as conditioned, with the current surrounding zoning districts of City of Leesburg PUD (Planned Unit Development) and Lake County R-6 (Urban Residential District), R-3 (Medium Residential District), R-2 (Estate Residential), and A (Agricultural).
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 Urban Low Density to City of Leesburg Estate Residential and forward the recommendation to the City Commission for consideration.

Jerome Henin, Petitioner, showed a power point presentation, stating that 65% of the property is preserved. It is a residential neighborhood with 85 lots. The variety of lot sizes allows multiple styles of homes and floorplans. There is a long-term preservation of quality wetlands by the creation of new buffers. A full tree survey was done and trees will be preserved that will be an asset to future homeowners. They tried to do all of the studies beforehand to see what was going on with the property. The wetland area has been flagged, and a survey was completed and there were 9 turtles found on the site. There was also a Traffic Study that was done and he believes that this development has a Tier 1 Exemption. They are open to fencing as well as trees and shrubs along the buffers.

Armondo Famil, 9926 Jackson Road, questioned the notice for annexation. Dan Miller answered that the annexation only goes before City Commission, so there would be no notice sent out for that. A notice was sent out for this meeting for the Comprehensive Plan and Planned Unit Development, and mailed out to property owners within 200 feet from the subject property. Mr. Famil stated that he does not like the buffer, he does not want a wall in front of his house and he prefers trees. He also does not want more traffic, he wants the access changed to Radio Road.

Dennis Ennix, 34337 Park Lane, asked about the deed to obtain more right-of-way for sidewalks. Dan Miller answered that the requirement is coming out of Lake County, and will be on the developer's side of the road, not be on his side of the road. The Planned Unit Development will support whatever Lake County requires because the roads are legally controlled by them. Mr. Ennix also asked about the easement. Attorney Grant Watson answered that the easements run with the title of the property. Mr. Ennix inquired about the retention pond, asking how deep it is going to be as that is where he gets his drinking water. Mr. Ennix also mentioned the turning lanes and if there were going to be signs stating that there is no through traffic.

Pamela Farv, 34150 Park Lane, mentioned her concern for 90-degree curves. There has been an influx of people with small children and the traffic that comes through there goes very fast. Ms. Farv asked as to whether the development is going to be single-story homes or two-story homes. Is the emergency access off of Park and/or Jackson? Will there be dust control during construction? What is the diameter limitation of historic trees? And is there is a wildlife plan?

Ellen Healy, 9800 Jackson Road, stated that there are 3-4 housing developments within 2-3 miles of each other, and that she does not see a need for another one. She said this project is not needed. She asked if the main entrance is from Radio Road, and Mr. Miller answered yes. She stated that she does not want more people in the area.

Wanda Adams, 34511 Radio Road, stated that they are being bombarded with turkeys, deer, bears, and wild hogs. She is concerned about the safety of the kids in the area and the individuals. Will the wild life be preserved? Ms. Adams also stated that people are violating the speed limit, and that no one drives the 40mph. She asked, what if there was an emergency? How would the residents get out? How would an ambulance get in?

Dan Seymour, 34216 Silver Court Drive, stated that the area that is being developed now was supposed to be a nature preserve. There are two developments already, and now there is going to be a third. Mr. Seymour inquired about Treadway Elementary School, asking how many kids will it be able to accommodate? He also mentioned bringing the extra homes in the area, and why is everything heading in their direction? He questioned the research and foresight that was done. He asked the commission to please reconsider and forego this project.

Commissioner Marshall asked Mr. Seymour if he had any paperwork regarding the nature preserve. Mr. Seymour said that he only heard it was willed to Lake County as a nature preserve and was never supposed to be developed. Mr. Seymour said that if anyone has the access to research this, the Planning Commission certainly should be able to. Dennis Ennix stated that the county was offered the property by the owners, but they did not do anything.

Jerome Henin answered the questions that were brought up. He stated that the access will be on Radio Road, and there will be buffers with trees and sidewalks (25 feet). The homes will also have setbacks. The retention pond will not be moved. To answer the question about the one or two-story homes, Mr. Henin said that it will be a mix. The smaller lots will have one story. There will be various facades and styles, stones and variations of materials. For the definition of historic trees, they are protected at 40 inches or larger. They are found mainly along Jackson Road, and there are eleven trees that are considered to be healthy heritage trees. Four of the trees are falling apart and are sick.

Regarding the traffic, Mr. Henin stated that traffic is everywhere, and that they cannot control the speeding. Chairman Sennett asked what the speed limit was on Jackson. Mr. Henin replied 25 mph, and that the development will not change anything related to Jackson Rd. Regarding the question of schools, Mr. Henin said that they will have to get their school concurrency and that there is no deficiency as of right now. The school concurrency is done several times, and if there is a lack of space, they will have to financially participate to compensate.

Chairman Sennett asked about whether or not there was an emergency entrance or exit. Dan Miller replied that in the City's Comprehensive Plan, if you have more than 99 units, you have to have emergency access. In this case, because the number of houses is getting up there, the entrance on Radio Road is not going to be a typical entrance. It will be a Boulevard style entrance in which the lanes will be wide enough to allow emergency equipment to go through.

Gary Beverly, with Civil Design Solutions, addressed the question regarding the retention pond. The retention pond is not yet fully designed, it is only a concept at this point. The final design will go to

DEP, SJRWM, and the City of Leesburg. The pond is sized property for the amount of development that is there. More than likely, with this type of development, they will not be digging down into the ground, it will instead be buried up so they will be able to capture that water. Dan Miller stated that in the City of Leesburg, the retention pond is a 4:1 slope, meaning that if you go out four feet, you can only go down one foot. It is very shallow, which is one of the reasons why these ponds have to be so large.

Commissioner Carter asked what the price range of the homes will be. Jerome Henin replied that it is hard to say right now, but in the area, you have Liberty Preserve in which homes are approximately \$380,000. In 2024-25, the homes for this development could be between \$400 and \$500K.

Commissioner Marshall mentioned a typo on page 32, in Lake County Public Works letter to the City, which states under Radio Road, "Access to the development off Radio Road will require both left and right turn lanes on CR 48." The CR 48 is incorrect.

Commissioner Carter stated that there are a lot of things that are going to change about the road in this area. She feels that there is a lot of misplaced anger with the Planning Commission, but it is not their job to improve the roads. Commissioner Carter suggested a speed table along Jackson Road. She also stated that the developer has not addressed what they are going to do about the wildlife. Dan Miller said that there are requirements for a wildlife plan that looks at what is out there. The plan would have to be followed per the PUD requirements.

Commissioner O'Kelley clarified that it would be 2.8 units per acre.

This was the end of the discussion and the voting then took place.

Commissioner Nathaniel Sanders made a motion to APPROVE case # LSCP-23-126 – SILVER LAKE WOODS – LARGE SCALE COMPREHENSIVE PLAN MAP AMENDMENT. Commissioner Ted Bowersox SECONDED the motion which, PASSED by a voice vote of 5 to 2.

Chairman Sennett called for a vote on the second case.

2) PUBLIC HEARING CASE # PUD-23-129 – SILVER LAKE WOODS – PLANNED UNIT DEVELOPMENT

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, REZONING APPROXIMATELY 60 +/- ACRES FROM LAKE COUNTY A (AGRICULTURE) TO CITY OF LEESBURG PUD (PLANNED UNIT DEVELOPMENT) FOR A PROPERTY GENERALLY LOCATED WEST OF RADIO ROAD, NORTH OF JACKSON ROAD, AND EAST AND WEST OF PARK LANE, AS LEGALLY DESCRIBED IN SECTION 10, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. **(CITY COMMISSION DATES ARE TENTATIVELY SCHEDULED FOR FIRST READING ON MONDAY, JUNE 12TH, 2023 AND SECOND READING TENTATIVELY SCHEDULED FOR MONDAY, AUGUST 14TH, 2023) (Silver Lake Woods LSCP) (Silver Lake Woods PUD)**

The Planning & Zoning staff recommended the approval of the request for the following reasons:

APPROVAL of this request for the following reason(s):

1. The proposed zoning classification of PUD (Planned Unit Development) is compatible, as

conditioned, with the current surrounding zoning districts of City of Leesburg PUD (Planned Unit Development) and Lake County R-6 (Urban Residential District), R-3 (Medium Residential District), R-2 (Estate Residential), and A (Agricultural).

2. The proposed Large Scale Comprehensive Plan (LSCP) amendment is compatible with the adjacent future land use designations of City of Leesburg Estate Residential and Lake County Urban Medium Density and Urban Low Density.
3. 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 rezone the subject property from Lake County (A) Agriculture to PUD (Planned Unit Development) and forward to the City Commission for consideration.

Commissioner Nathaniel Sanders made a motion to APPROVE case # PUD-23-129 – SILVER LAKE WOODS – PLANNED UNIT DEVELOPMENT. Commissioner Ted Bowersox SECONDED the motion which, PASSED by a voice vote of 5 to 2.

Chairman Sennett called for the third case under new business be brought forward.

ANNOUNCEMENTS

The next scheduled meeting date is June 22, 2023.

The meeting adjourned at 6:06pm

Tim Sennett, Chairperson

Dianne Yekel, Senior Planner

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.B.3.

Meeting Date: June 12, 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 60.27 +/- acres from Lake County A (Agriculture) to City of Leesburg PUD (Planned Unit Development) to allow for residential development for a property generally located north of Jackson Road, east and west of Park Lane, and west of Radio Road, lying in Section 10, Township 19 South, Range 25 East, Lake County, Florida; and providing an effective date. (Silver Lake Woods 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 residential development.

Analysis:

The project site is approximately 60.27 +/- acres, and is generally located north of Jackson Road, east and west of Park Lane, and west of Radio Road as shown on the attached maps. At this time, the property is undeveloped acreage. The proposal will allow for residential development. The existing land uses surrounding the property are residential, timber, pasture, and agricultural. City of Leesburg utilities are available nearby.

The Planning Commission held a public hearing on the application on May 18, 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 60.27 +/- ACRES FROM LAKE COUNTY A (AGRICULTURE) TO CITY OF LEESBURG PUD (PLANNED UNIT DEVELOPMENT) TO ALLOW FOR RESIDENTIAL DEVELOPMENT FOR A PROPERTY GENERALLY LOCATED NORTH OF JACKSON ROAD, EAST AND WEST OF PARK LANE, AND WEST OF RADIO ROAD, LYING IN SECTION 10, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (SILVER LAKE WOODS PUD)

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

Section 1.

Based upon the petition of Jerome Henin, Traderscove Corporation LLP, Petitioner, for Oetjen Family, Ltd, Owner 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

**SILVER LAKE WOODS
PUD (PLANNED UNIT DEVELOPMENT CONDITIONS)
May 18, 2022**

These Planned Unit Development Conditions for a PUD (Planned Unit Development) zoning district are granted by the City of Leesburg Planning Commission, Lake County, Florida to **Traders Cove Corporation, P.O. Box 940, Winter Park, Florida 32970 as "Permittee" (Jerome Henin, P.O. Box 940 Winter Park, Florida, 32790 - 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 residential development consisting of approximately 60.27 acres containing a maximum of 85 single family units on a site generally located west of Radio Road, north of Jackson Road and east and west of Park Lane, 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 **Traders Cove Corporation, P.O. Box 940, Winter Park, Florida 32970 as "Permittee" (Jerome Henin, P.O. Box 940 Winter Park, Florida, 32790 - 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 60.27 acres, shall be used for platted single-family residential development, pursuant to City of Leesburg development codes and standards.

A. Permitted Uses

1. Detached single family residential units
2. Accessory structures for residential uses
3. Sales office in a single-family unit
4. Accessory retail within a recreation center or clubhouse, intended for the primary use of residents, such as a snack bar
5. 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. Prohibited Uses

1. Multi-family units (Apartments)
2. Attached single family units, duplex and triplex units
3. Commercial uses (as a primary use)
4. All other uses not specifically permitted within these conditions under Permitted Uses above shall be prohibited.

4. DEVELOPMENT STANDARDS

The property shall be developed under the following standards

- A. The project shall contain a maximum of 85 detached single-family residential units at a gross density not to exceed 1.41 units per acre on the approximately 60.27-acre site.
- B. A mix of lot sizes is required as shown below. All lots shall be equal to or larger than the required minimums.
- C. Along each street, homes with the same architectural design shall not be immediately adjacent (side by side) or directly across from a lot with the same design. Facades may be varied to meet this requirement. The maximum impervious surface for the project shall be 65%. Community and private swimming pools shall not count toward the impervious surface calculation.
- D. The minimum lot development standards shall be:
 1. For 50-foot lots:
 - a. No more than 52 lots shall have a minimum lot width of fifty (50) feet.
 - b. Fifty (50) foot lots shall be located internal to the subdivision, and not adjacent to Radio Road or Jackson Road.
 - c. Minimum house size: 1,500 square feet under roof.
 - d. Each additional bedroom to the above the minimum house size shall be a minimum of 120 square feet, including closet space.

- e. Minimum lot size shall be 6,500 square feet.
- f. Minimum lot width 50 feet
- g. Minimum lot depth 130 feet
- h. Minimum building setbacks:
 - Front – 25 feet;
 - Porch – 20 feet (porch must be a minimum width of 5 feet).
 - Rear – 18 feet;
 - Side – 5 feet;
 - Corner Side – 15 feet.

2. For 60-foot lots:

- a. No less than 18 lots shall have a minimum lot width of sixty (60) feet.
- b. Sixty (60) foot lots shall be located adjacent to Radio Road on the east side of the property and also along the northern side of the property, as shown on the attached Site Plan Exhibit C.
- c. Minimum house size: 1,600 square feet under roof.
- d. Each additional bedroom to the above the minimum house size shall be a minimum of 120 square feet, including closet space.
- e. Minimum lot size shall be 7,800 square feet.
- f. Minimum width 60 feet
- g. Minimum depth 130 feet
- h. Minimum building setbacks:
 - Front – 25 feet;
 - Porch – 20 feet (porch must be a minimum width of 5 feet).
 - Rear – 18 feet;
 - Side – 5 feet;
 - Corner Side – 15 feet.

3. For 70-foot lots:

- a. No less than 15 lots shall have a minimum lot width of sixty (60) feet.
- b. Seventy (70) foot wide lots shall be located on the south side of the property, adjacent to Jackson Road, and also along the southwest boundary of the property as seen on the attached site plan Exhibit C.
- c. Minimum house size: 1,800 square feet under roof.
- d. Each additional bedroom to the above the minimum house size shall be a minimum of 120 square feet including closet space.
- e. Minimum lot size shall be 9,100 square feet.
- f. Minimum width 70 feet
- g. Minimum depth 130 feet
- h. Minimum building setbacks:
 - Front – 25 feet;
 - Porch – 20 feet (porch must be a minimum width of 5 feet).
 - Rear – 18 feet;
 - Side – 5 feet;
 - Corner Side – 15 feet.

4. For all structures:
 - a. Each single family detached residential structure shall have a minimum two car garage.
 - b. Each single family detached lot of less than sixty (60) feet in width shall have gutters constructed on the primary structure to direct stormwater away from the foundation. All single family attached structures shall have gutters constructed on the primary structure to direct stormwater away from the foundation.
 - c. Minimum distance between structures shall be as noted in in Section B *Development Standards* contained herein; as measured from building wall to building wall.
 - d. Roof overhang shall not exceed forty (40) percent of the distance between the building wall and the property line.
 - e. Maximum building height: two (2) stories or 35 feet.
 - f. 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.
 - g. Attached screened enclosures (no solid roof) must maintain a minimum setback of five (5) feet from the side and rear property line. Attached swimming pool screened enclosure shall also maintain a minimum setback of five (5) feet from the side or rear property lines.
 - h. Solid roof structures attached to the residence must meet the required rear setback as noted under “Minimum building setbacks.”
 - i. 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. **DESIGN/ARCHITECTURAL STANDARDS**

- A. All buildings shall utilize at least five (5) of the following design features to provide visual relief along all elevations of the single-family units. Designs may vary throughout the development.
 1. Dormers
 2. Gables
 3. Recessed or raised entries
 4. Covered porch entries
 5. Cupolas
 6. Pillars or decorative posts
 7. Bay window (minimum 12-inch projections)
 8. Eaves (minimum 6-inch projections)
 9. Front windows with arched glass tops and minimum 4-inch trim.
 10. Garage vehicle doors shall incorporate the following elements: raised decorative panels, decorative glass panels or panes, decorative hinges, etc.
 11. Front doors shall incorporate the following decorative elements: raised decorative panels, decorative glass panels or panes, decorative handles, etc.
 12. Stone accents
 13. Shutters

14. Board and batten siding
 15. Hardy board siding
 16. Raised banding
 17. Craftsman style garage doors
- B. Exterior building materials contribute significantly to the visual impact of a building on the community. These materials shall be well designed and integrated into a comprehensive design style for the project. The total exterior wall area of each building elevation shall be composed of one of the following:
1. At least thirty-five percent (35%) full-width brick or stone (not including window and door areas and related trim areas), with the balance being any type of lap siding and/or stucco.
 2. At least thirty percent (30%) full-width brick or stone, with the balance being stucco and/or a “cementitious” lap siding. (A “cementitious” lap siding product is defined as a manufactured strip siding composed of cement-based materials rather than wood fiber-based or plastic-based materials. For example, Masonite or vinyl lap siding would not be allowed under this option.).
 3. All textured stucco shall be permitted subject to the provision of at least five (5) unique design features such as recessed garages, tile or metal roofs, arched windows, porches, etc. in the elevations of the buildings or the buildings are all brick stucco.
 4. For all designs, architectural facades and features shall be submitted and reviewed by the Planning and Zoning Director or designee for compliance prior at time of site plan review.
- C. Other similar design variations meeting the intent of this section may be approved by the Planning and Zoning Manager or designee.
- D. The architectural styles and facades shown in **Exhibit D, Building Elevations** herein (specifically models MG, MC and MH) are approved. Other models may be reviewed by the Planning & Zoning Division for compliance with the requirements herein. Review and approval for other models shall be in writing from the Planning & Zoning Division.
- E. 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.

6. **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 minimum average buffer of twenty-five (25) feet, with plantings as shown in Figure A below, shall be provided along the north, south and eastern boundary of the property. This landscape buffer shall be separate from all other platted lots,

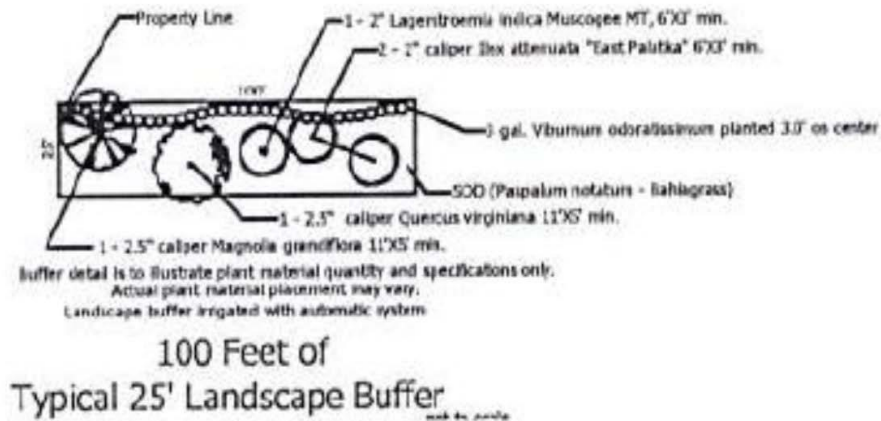
shall not be part of individually platted lots, and shall be a common area to be maintained by an entity such as a Property Owners or Homeowners Association. The minimum depth of this required buffer shall not be less than 20 feet at any given location, as long as the average for the buffer is no less than 25 feet.

- C. Each platted single-family residential lot of record shall contain a minimum of one canopy tree, located within in the front yard, selected from the list of trees within the City of Leesburg Code of Ordinances, *Section 25-328 Table 1, Canopy Trees*, plus at least one other tree, located in the back yard. All other requirements for tree planting based on lot size under the Code of Ordinances shall remain in effect.
- D. A split-rail fence, of either wood or vinyl/synthetic construction, shall be installed around the north, south and eastern boundary of the property. This fence shall be installed at a minimum height of four (4) feet. Said fence shall be maintained by the Property Owners or Homeowners Association. A solid six-foot fence of PVC or other synthetic material, shall be allowed as an option to the split-rail fence.
- E. 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.
- F. 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. Variations to the landscape and buffering requirements of the code may be approved by the Planning and Zoning Manager or designee, to the extent that the overall intent of the PUD and the Landscaping Code are maintained, including consideration of existing fencing on adjacent properties and existing natural vegetative buffers.

H. 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.

7. SITE ACCESS AND SIGNAGE

A. The main vehicular access to the project site shall consist of at least one primary access point on Radio Road, as 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 subject to Lake County review. 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.

- B. The main access point on Radio Road shall be constructed as a “boulevard-type” roadway, having a landscaped median area of at least eight (8) feet in width, and designed to allow emergency access vehicles room to maneuver. This 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 approved 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 are subject to review and approval by the appropriate permitting agency, including FDOT, Lake-Sumter Metropolitan Planning Organization, Lake County and the City of Leesburg as applicable. 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.
- D. 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.
- E. 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.
- F. If required, roadway interconnectivity shall be provided as shown on the Conceptual Site Plan – Exhibit C, to allow for connection points between this development and future development of adjacent properties.

8. 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 be of sufficient width to contain sidewalks on both sides of each street. All sidewalks shall be constructed in accordance with City of Leesburg Codes.

9. 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 water heater and natural gas furnace in eighty percent (80%) of all homes in the development 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.

10. 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.

11. 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.

12. IRRIGATION & WATER USAGE

- A. All landscaped areas shall be irrigated and designed to meet Section 25-327, 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.

13. RECREATIONAL REQUIREMENTS

- A. Recreational development provided on the site may include active and passive uses, as well as enclosed or unenclosed recreational space, devoted to the joint use of the residents. Such recreational space shall be provided at a rate of 200 square feet per residential unit, and shall consist of not less than 17,000 square feet (0.39 acres).
- B. Recreational requirements shall include at least one primary active recreation area. Recreation areas may include such uses as a children's playground with equipment, dog park area or gazebo, swimming pool, clubhouse or other amenities as reviewed and approved by staff. The primary recreational facility shall be constructed in conjunction with, and completed no later than the receipt of Certificate of Occupancy of 50% of the approved maximum number of residential units.

- C. Credit for recreational space shall be given for areas dedicated to recreational space, to include items such as a clubhouse with recreation room, swimming pool, outdoor cooking facilities such as grills, youth playgrounds, play courts, dog parks or other similar uses which will meet the intent of this document. Other similar uses which will meet the intent of this document may be supplied by the developer.
- D. Active recreational activity space shall be calculated at a rate of 1.25 times for activities such as, but 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 for credit, subject to approval by the City of Leesburg.

14. 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 homeowner's association shall serve as an appropriate entity for all common properties within the development.

15. DEVELOPMENT PHASING & IMPLEMENTATION

- A. The proposed project may be constructed in phases in accordance with the Planned Unit Development Conditions and Conceptual Plan. 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 one-hundred twenty (120) months after approval of this Planned Development. 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.
- 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.

16. 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. In the case of any conflict with the site plans attached hereto and this document, this document shall prevail as the determining requirement.

17. LEVELS OF SERVICE

- A. Levels of Service
 - 1. 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
 - i. 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

LEGAL DESCRIPTION (from Conceptual Site Plan)

PARCEL 1: (ALT KEY 1389186) – Per Lake County Property Appraiser

E 528 FT OF NE 1/4 OF SE 1/4--LESS FROM SW COR OF SEC 11-19-25 RUN N 0-37-47 E ALONG W LINE OF SEC A DIST OF 1350.34 FT, N 89-18-50 W 40 FT FOR POB, SAID POINT ALSO BEING ON N'LY R/W LINE OF JACKSON RD, CONT ALONG SAID N'LY R/W LINE N 89-18-50 W 177.72 FT, N 0-37-47 E 300.89 FT, S 89-18-50 E 177.72 FT TO W'LY R/W LINE OF RADIO RD, S 0-37-47 W ALONG SAID W'LY R/W LINE A DIST OF 300.89 FT TO POB & LESS E 40 FT FOR RD R/W & LESS THAT PART OF LAND LYING WITHIN 25 FT EITHER SIDE, WHEN MEASURED AT RIGHT ANGLES OR RADIAL THERETO THE FOLLOWING DESCRIBED CENTERLINE: BEG AT SE COR OF NE 1/4 OF SE 1/4 OF SAID SEC 10 RUN S 89-54-40 W ALONG S LINE OF NE 1/4 OF SE 1/4 A DIST OF 496.33 FT TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 243.42 FT & A CENTRAL ANGLE OF 18-26-30, THENCE ALONG THE ARC OF SAID CURVE 78.35 FT TO THE END OF SAID CURVE & THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 243.42 FT & A CENTRAL ANGLE OF 18-26-30, THENCE ALONG THE ARC OF SAID CURVE 78.35 FT TO THE END OF SAID CURVE, THENCE S 89-54-40 W 72 FT TO THE BEGINNING OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 155.31 FT & A CENTRAL ANGLE OF 34-04-0, THENCE ALONG THE ARC OF SAID CURVE 92.34 FT TO THE END OF SAID CURVE & THE BEGINNING OF A CURVE TO THE LEFT, HAVING A RADIUS OF 155.31 FT & A CENTRAL ANGLE OF 34-04-0, THENCE ALONG THE ARC OF SAID CURVE 92.34 FT TO THE END OF SAID CURVE, THENCE S 89-54-40 W 425 FT TO A POINT 25 FT N OF SW COR OF NE 1/4 OF SE 1/4 & THE END OF THIS DESCRIPTION FOR RD R/W-- ORB 1686 PG 910 ORB 1689 PG 1580

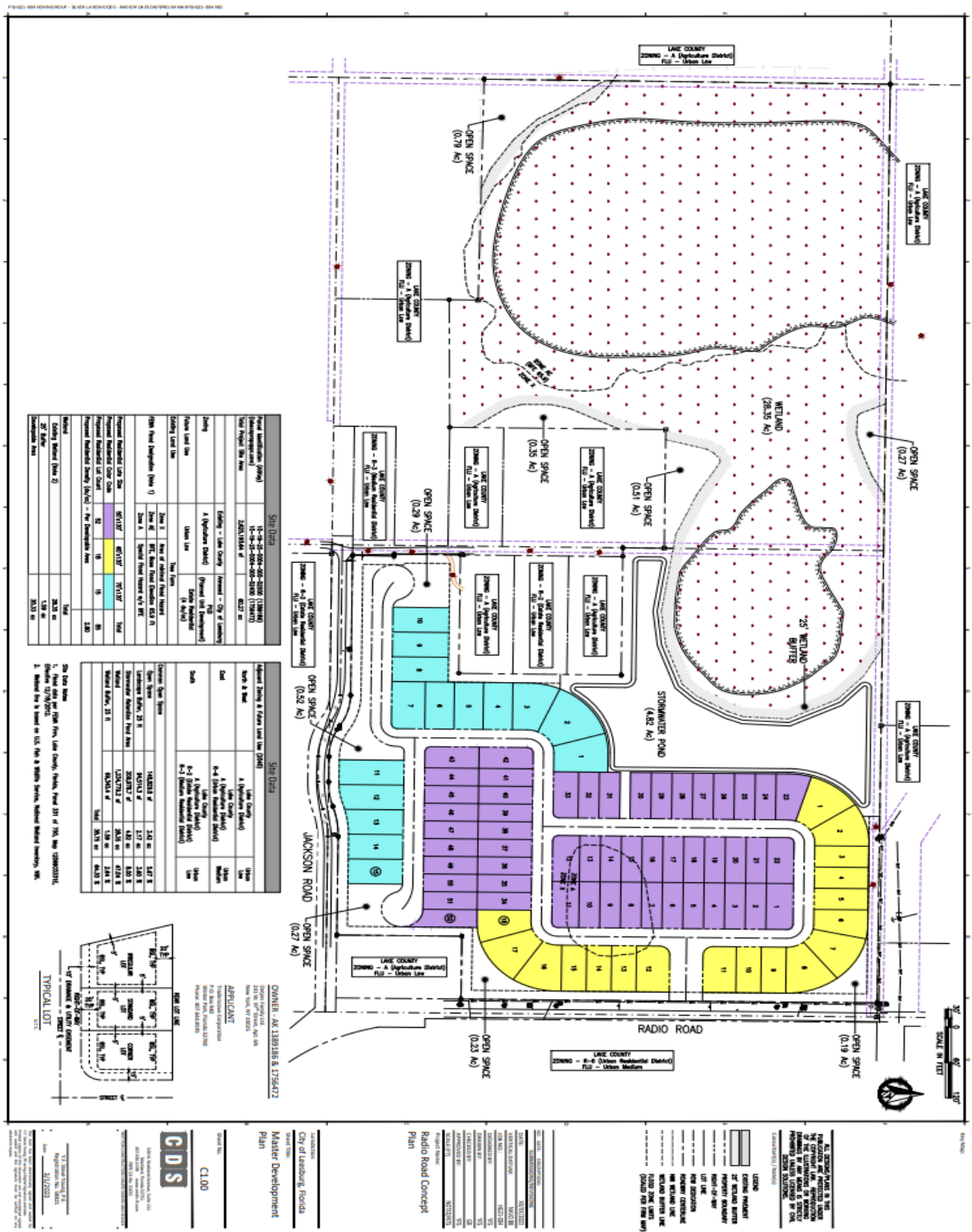
PARCEL 2: (ALT KEY 1756472) – Per Lake County Property Appraiser

FROM SE COR OF NW 1/4 OF SE 1/4 RUN N 670 FT, W 335 FT TO POB, RUN S 390 FT, W 360 FT, N 70 FT, W TO W LINE OF NW 1/4 OF SE 1/4, N TO NW COR OF NW 1/4 OF SE 1/4, E TO PT 435 FT W OF NE COR OF NW 1/4 OF SE 1/4, S 619.88 FT, E 100 FT, S TO POB, BEG SW COR OF NE 1/4 OF SE 1/4, RUN N 700 FT, E 25 FT, S 390.36 FT, E 335 FT, N 390.36 FT, E 150 FT, N 619.88 FT, E TO PT 528 FT W OF E LINE OF SEC, S TO S LINE OF NE 1/4 OF SE 1/4, W TO POB, BEG 700.12 FT N OF SE COR OF NW 1/4 OF SE 1/4, RUN E 510 FT, N 619.88 FT, W 945 FT, S 619.88 FT, E 100 FT, N 100 FT, E 335 FT, S TO POB--LESS THAT PART OF LAND LYING WITHIN 25 FT EITHER SIDE, WHEN MEASURED AT RIGHT ANGLES OR RADIAL THERETO, THE FOLLOWING DESCRIBED CENTERLINE: BEG AT SE COR OF NE 1/4 OF SE 1/4 RUN S 89-54-40 W ALONG S LINE OF NE 1/4 OF SE 1/4 496.33 FT TO THE BEG OF A CURVE TO THE LEFT, HAVING A RADIUS OF 243.42 FT & A CENTRAL ANGLE OF 18-26-30, THENCE ALONG THE ARC OF SAID CURVE 78.35 FT TO THE END OF SAID CURVE & THE BEGINNING OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 243.42 FT & A CENTRAL ANGLE OF 18-26-30, THENCE ALONG THE ARC OF SAID CURVE 78.35 FT TO THE END OF SAID CURVE, THENCE S 89-54-40 W 72 FT TO THE BEG OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 155.31 FT & A CENTRAL ANGLE OF 34-04-0, THENCE ALONG THE ARC OF SAID CURVE 92.34 FT TO THE END OF SAID CURVE & THE BEG OF A CURVE TO THE LEFT, HAVING A RADIUS OF 155.31 FT & A CENTRAL ANGLE OF 34-04-0, THENCE ALONG THE ARC OF SAID CURVE 92.34 FT TO THE END OF SAID CURVE, THENCE S 89-54-40 W 425 FT TO A POINT 25 FT N OF SW COR OF NE 1/4 OF SE 1/4 & THE END OF THIS DESCRIPTION FOR RD R/W-- ORB 1394 PG 2410 ORB 1663 PG 2158

CONTAINING 60.27 ACRES, MORE OR LESS.

(to be revised to meet PUD standards as needed)

CONCEPTUAL SITE PLAN



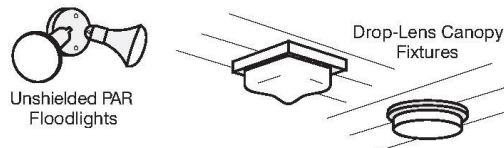
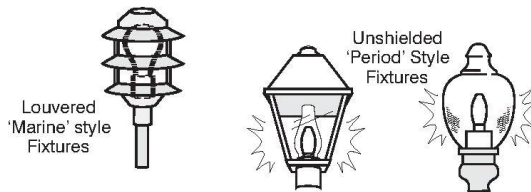
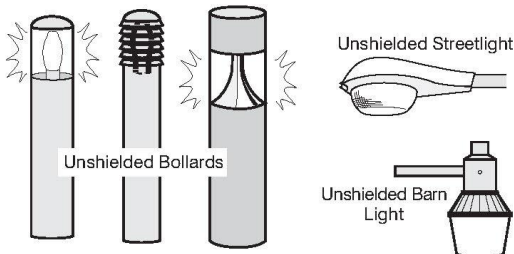
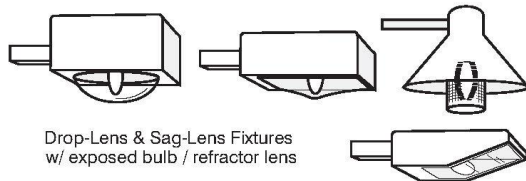
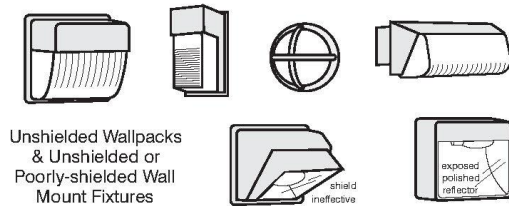
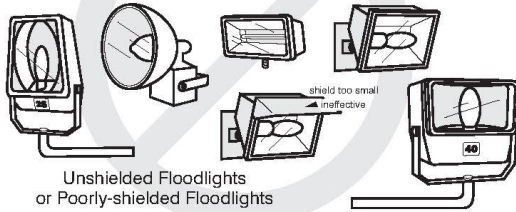




Examples of Acceptable / Unacceptable Lighting Fixtures

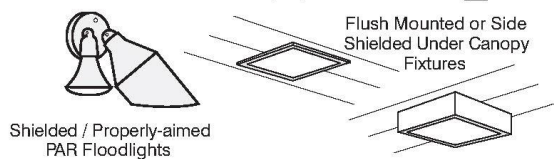
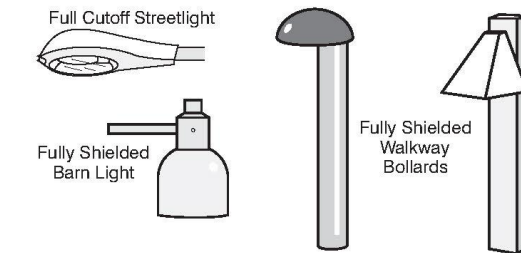
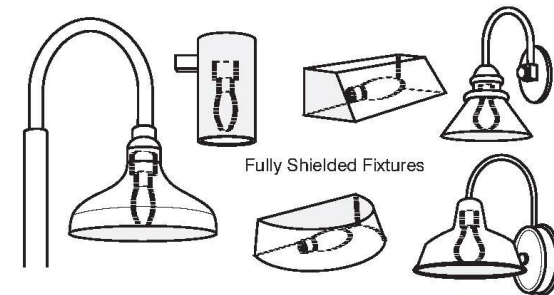
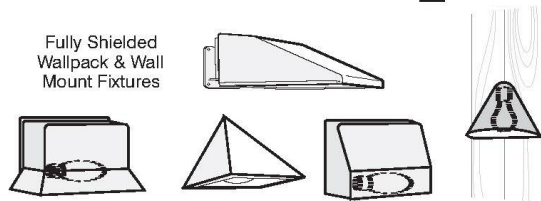
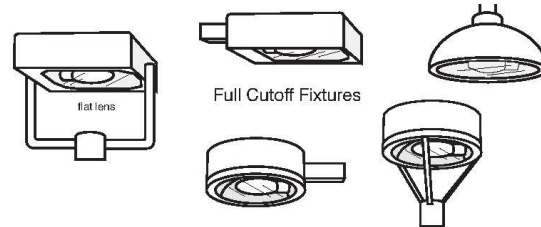
Unacceptable / Discouraged

Fixtures that produce glare and light trespass



Acceptable

Fixtures that shield the light source to minimize glare and light trespass and to facilitate better vision at night



Illustrations by Bob Crelin © 2005. Rendered for the Town of Southampton, NY. Used with permission



CITY OF LEESBURG PLANNING & ZONING DIVISION RECOMMENDATIONS

DATE: May 18, 2023
OWNER: Oetjen Family, Ltd
PETITIONER: Jerome Henin, Traderscove Corporation
PROJECT: Silver Lake Woods
REQUEST: Rezone to PUD for a single-family residential development
CASE NO.: PUD-23-129

THE PLANNING & ZONING DIVISION RECOMMENDS:

APPROVAL of this request for the following reason(s):

1. The proposed zoning classification of PUD (Planned Unit Development) is compatible, as conditioned, with the current surrounding zoning districts of City of Leesburg PUD (Planned Unit Development) and Lake County R-6 (Urban Residential District), R-3 (Medium Residential District), R-2 (Estate Residential), and A (Agricultural).
2. The proposed Large Scale Comprehensive Plan (LSCP) amendment is compatible with the adjacent future land use designations of City of Leesburg Estate Residential and Lake County Urban Medium Density and Urban Low Density.
3. 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 rezone the subject property from Lake County (A) Agriculture to PUD (Planned Unit Development) and forward to the City Commission for consideration.

**CITY OF LEESBURG PLANNING & ZONING DIVISION
DEPARTMENTAL REVIEW SUMMARY**

DATE: May 16, 2023
OWNER: Oetjen Family, Ltd
PETITIONER: Jerome Henin, Traderscove Corporation
PROJECT: Silver Lake Woods
REQUEST: Large Scale Comprehensive Plan Amendment to Estate Residential and a Rezoning to PUD (Planned Unit Development) to allow a single-family residential development.
CASE NO.: LSCP-23-126; PUD-23-129

THE FOLLOWING COMMENTS RECEIVED FROM EACH DEPARTMENT:

POLICE

No comments received as of 5/11/2023.

FIRE

In reference to Case Number LSCP-23-126 & PUD-23-129 Silver Lake Woods.

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 LSCP-23-126 & PUD-23-129 Silver Lake Woods 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 5/16/2023

ELECTRIC

Leesburg Electric has not objections. Easements along Jackson Road for the existing facilities may be required. Steve Davis 4/27/2023

GAS

Natural gas is available and directed per City Ordinance. Brandon Smith 5/2/2023

GIS

GIS has no comments. Tammy Magamoll 5/2/2023

BUILDING

No comments received as of 5/11/2023.

PUBLIC WORKS

Public Works has no issue with this item. Cliff Kelsey 4/27/2023

ADDRESSING

No comments received as of 5/11/2023.

HOUSING & REDEVELOPMENT

No comments received as of 5/11/2023.

LAKE COUNTY PUBLIC WORKS

See attached comment letter. Seth Lynch 5/12/2023

LAKE COUNTY SCHOOLS

The Silver Lake Woods residential project is subject to school concurrency review prior to final site plan approval. Proportionate share mitigation may be required at time of submittal. Helen LaValley 5/4/2023

PUBLIC RESPONSES

Approval

No comments received as of 5/11/2023.

Disapproval

1 disapproval with 1 comment as of 5/11/2023.

No comment

No comments received as of 5/11/2023.

Notice of Appearance filed: No comments received as of 5/11/2023.

PUBLIC COMMENTS (APPROVAL WITH REQUESTS)

No comments received as of 5/11/2023.

PUBLIC COMMENTS (DISAPPROVAL)

Heather Ryder – Moving here 2 years ago was a blessing! We love the peaceful environment filled with the sound of animals and the view of nature. Hearing about a development across the street raises many concerns. Specifically, the noise pollution, excessive traffic and a loss of a pleasing view and surrounding area. The trees create a peaceful place, and the joy of watching wildlife (birds, panthers, coyotes, armadillos, etc) that have been seen in their habitat across the street. Because other developments are in process or have been almost completed that are really close to this plot of ground, there is going to be a loss of wildlife habitat. Additionally, Jackson Road has traffic that cuts through to 441 and at times has been unsafe. A development next door will only increase this hazard. The addition of another development may increase revenue, but will negatively impact the lives of those living around the plot, especially since open ground continues to diminish. Finally, what evaluations have been done to consider the additional stress added to the already overwhelmed schools.

**CITY OF LEESBURG PLANNING & ZONING DIVISION
STAFF SUMMARY**

DATE: May 18, 2023
OWNER: Oetjen Family, Ltd
PETITIONER: Jerome Henin, Traderscove Corporation
PROJECT: Silver Lake Woods
REQUEST: LSCP (Large Scale Comprehensive Plan Amendment); PUD (Planned Unit Development)
CASE NO.: LSCP-23-126; PUD-23-129

GENERAL LOCATION: North of Jackson Road, east and west of Park Lane, west of Radio Road

FUTURE LAND USE DESIGNATION: Lake County Urban Low Density

SURROUNDING FUTURE LAND USE DESIGNATION:

North – Lake County Urban Low Density
South – Estate Residential; Lake County Urban Low Density
East – Lake County Urban Low Density; Urban Medium Density
West – Lake County Urban Low Density

PROPOSED FUTURE LAND USE DESIGNATION: Estate Residential

EXISTING ZONING DESIGNATION: Lake County A (Agriculture)

SURROUNDING ZONING DESIGNATIONS:

North – Lake County A (Agriculture)
South – PUD (Planned Unit Development); Lake County A (Agriculture); Lake County R-(Rural Residential); Lake County R-2 (Estate Residential)
East – Lake County A (Agriculture); Lake County R-6 (Urban Residential District)
West – City of Leesburg PUD (Planned Unit Development); Lake County HM (Heavy Lake County A (Agriculture)

PROPOSED ZONING DESIGNATION: PUD (Planned Unit Development)

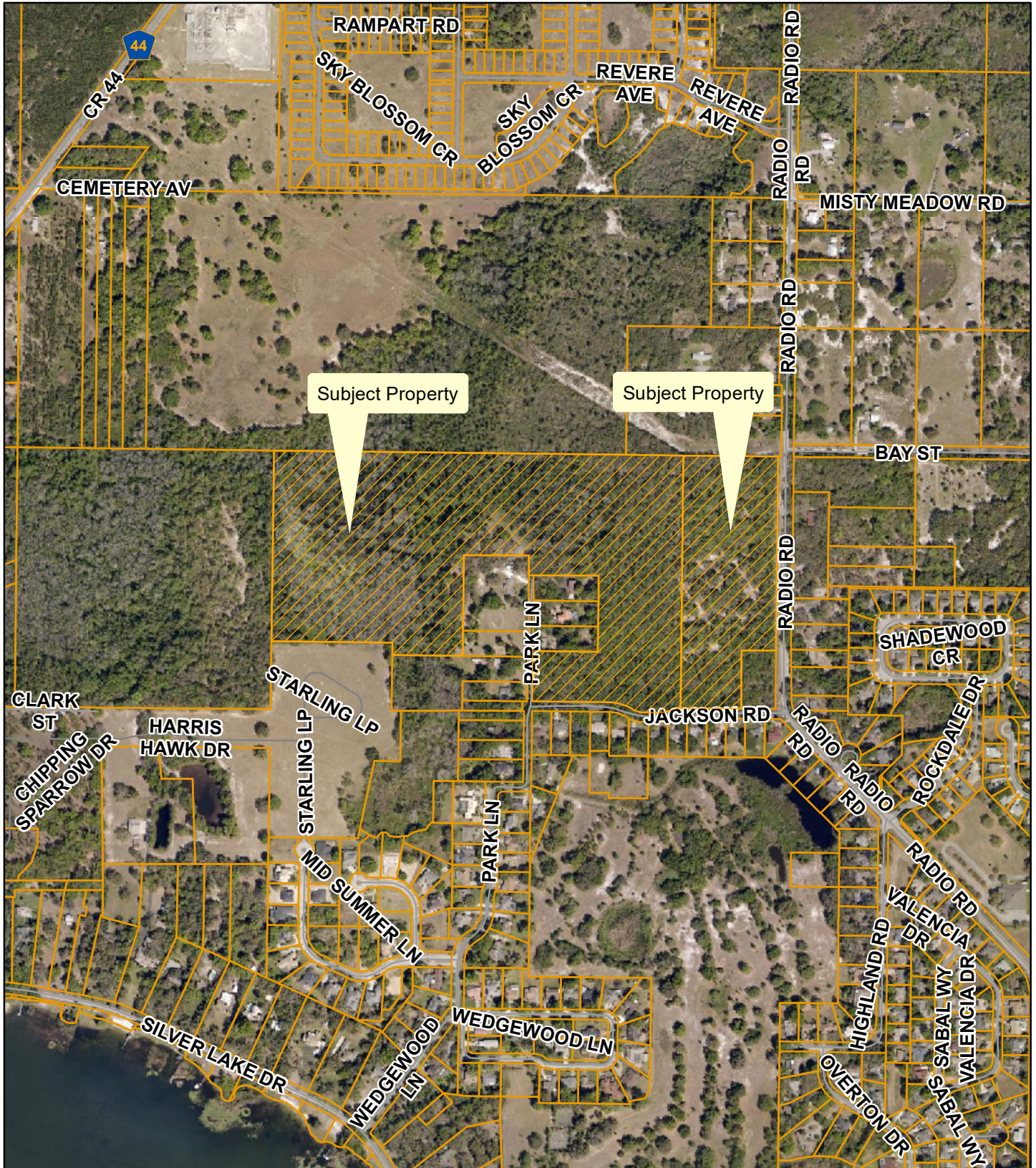
EXISTING LAND USE: Agricultural, undeveloped

SURROUNDING EXISTING LAND USE:

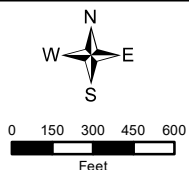
North – Pasture Improved; Residential
South – Non-Agricultural Acreage; Residential
East – Residential
West – Timber

PROPOSED LAND USE: Single family residential subdivision

Aerial

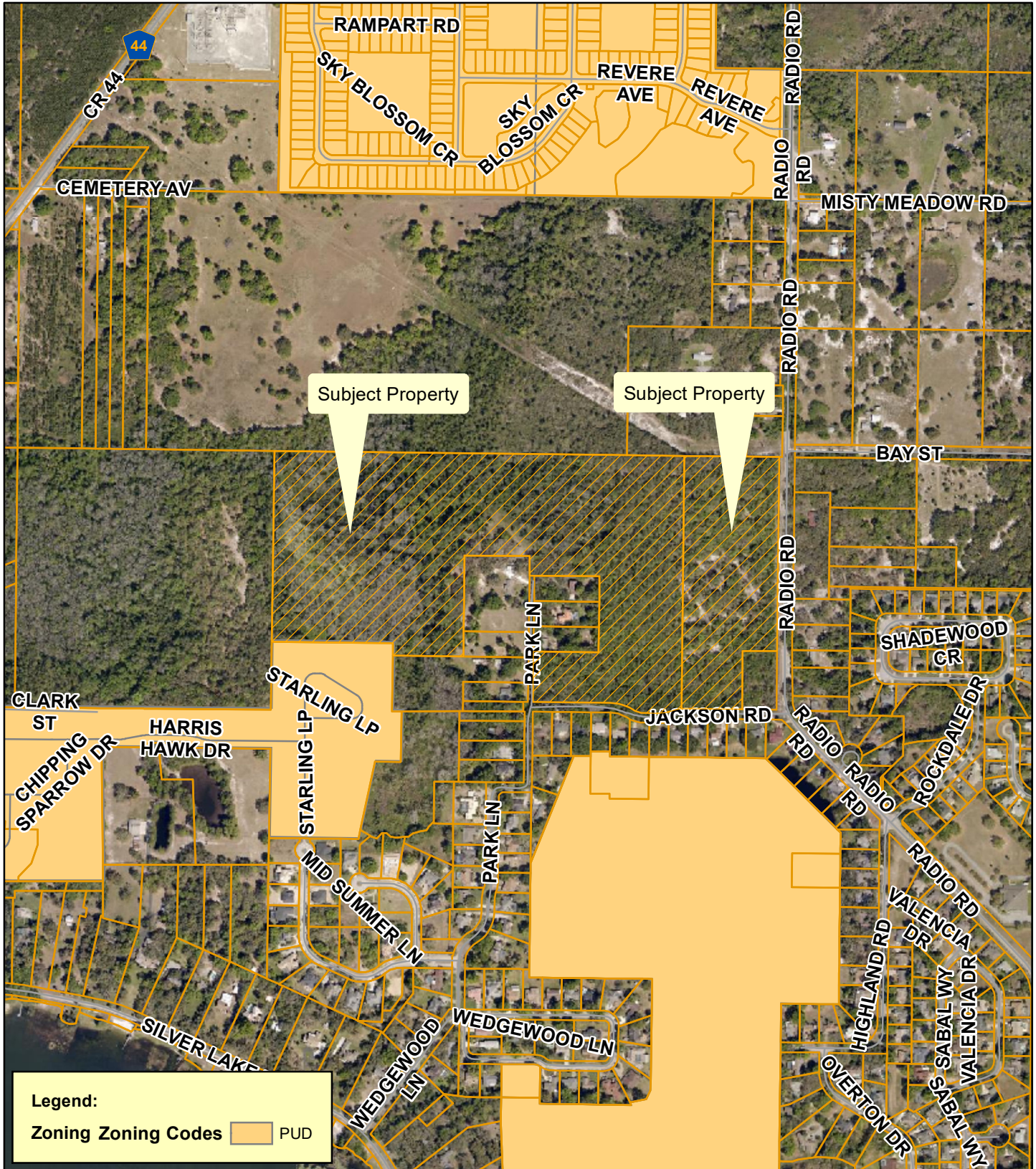


Planning
& Zoning
Division

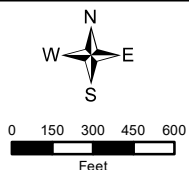


Silver Lake Woods
9825 Jackson Road
AK#s: 1389186; 1756472
Section 10, Township 19 South, Range 25 East
April 24, 2023

Zoning

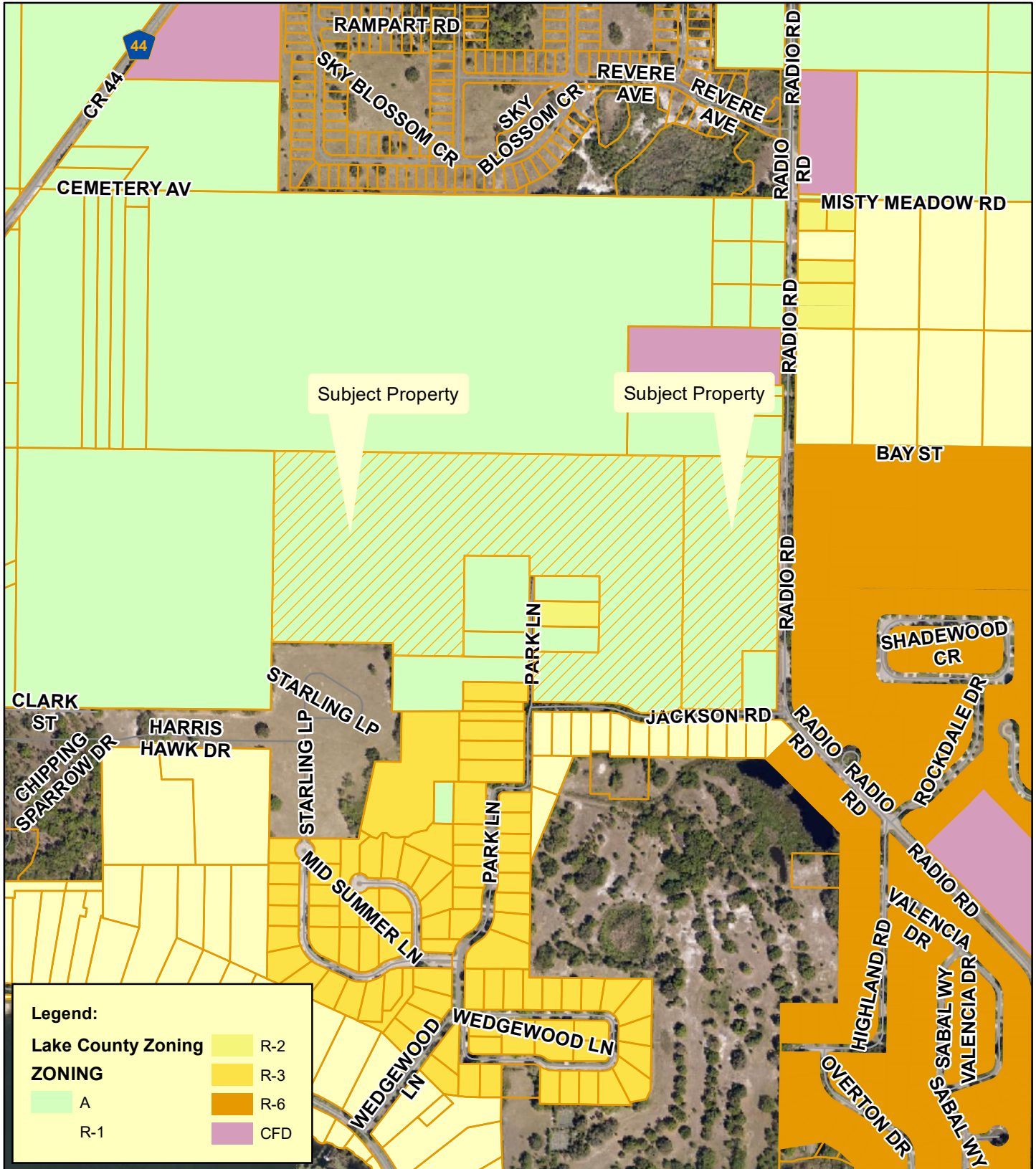


Planning
& Zoning
Division

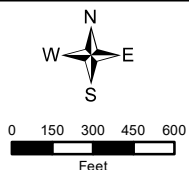


Silver Lake Woods
9825 Jackson Road
AK#s: 1389186; 1756472
Section 10, Township 19 South, Range 25 East
April 24, 2023

Lake County Zoning

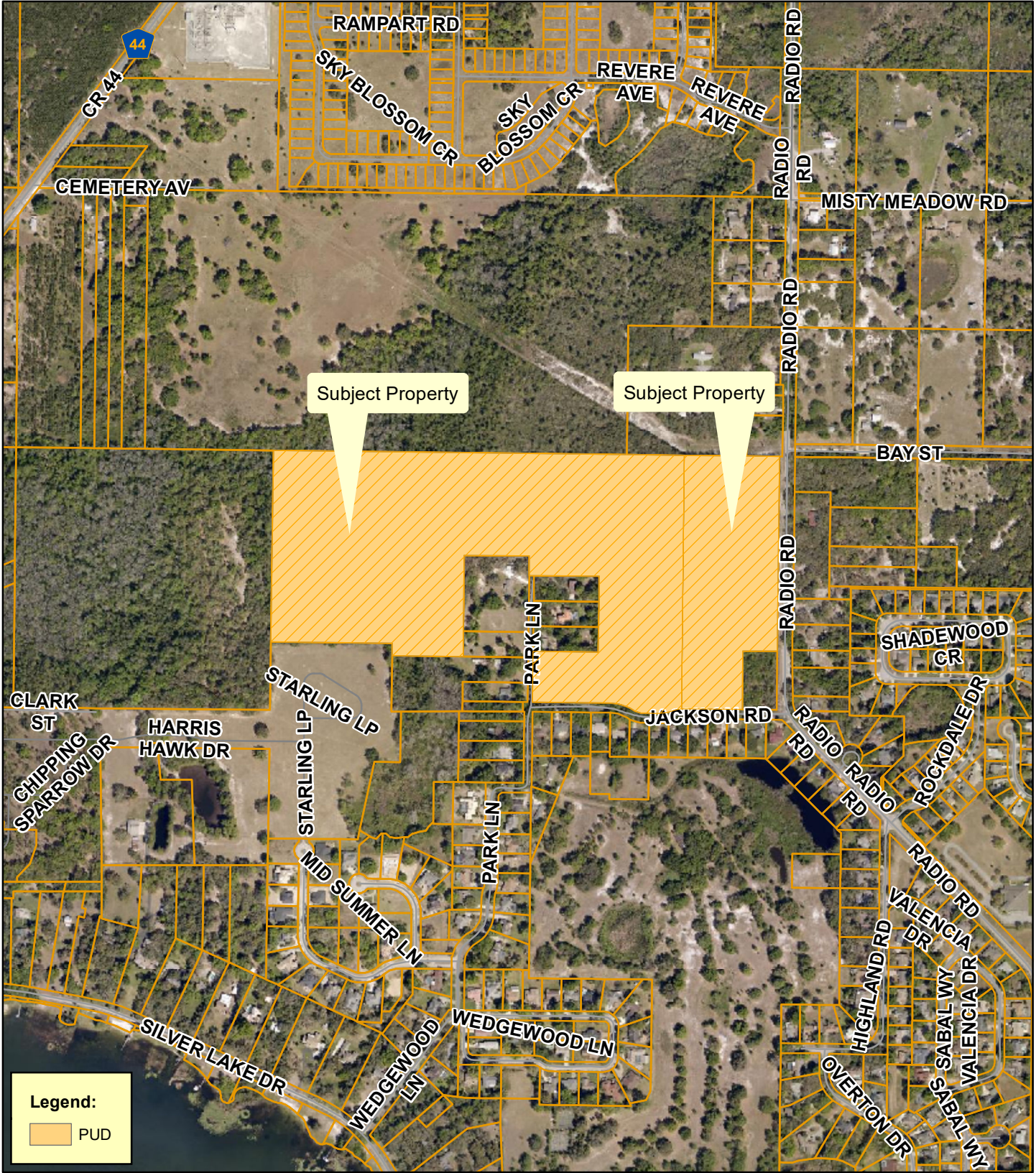


**Planning
& Zoning
Division**

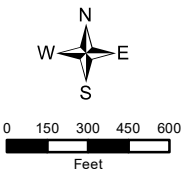


Silver Lake Woods
9825 Jackson Road
AK#s: 1389186; 1756472
Section 10, Township 19 South, Range 25 East
April 24, 2023

Proposed Zoning



Planning
& Zoning
Division

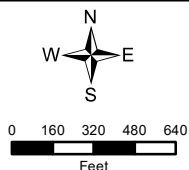


Silver Lake Woods
9825 Jackson Road
AK#s: 1389186; 1756472
Section 10, Township 19 South, Range 25 East
April 24, 2023

Surrounding Land Use

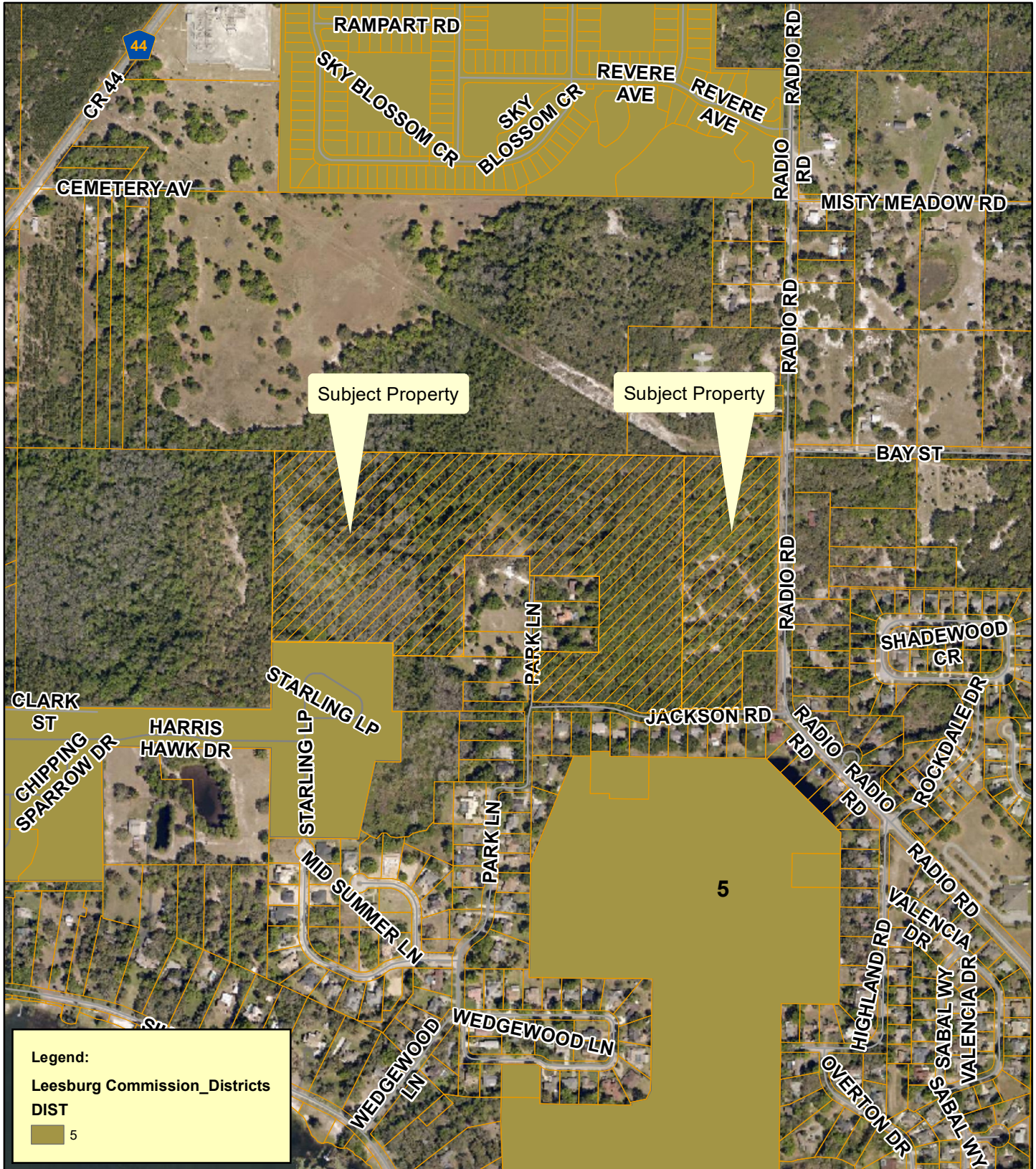


**Planning
& Zoning
Division**

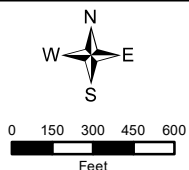


Silver Lake Woods
9825 Jackson Road
AK#s: 1389186; 1756472
Section 10, Township 19 South, Range 25 East
April 24, 2023

Commission District



**Planning
& Zoning
Division**



Silver Lake Woods
9825 Jackson Road
AK#s: 1389186; 1756472
Section 10, Township 19 South, Range 25 East
April 24, 2023



Looking west into the property from Radio Road.



Looking north along Radio Road.



Looking south along Radio Road.



Looking east across Radio Road.



Looking east into the property from Park Lane.



Looking north along Park Lane.



Looking south along Park Lane.



Looking west across Park Lane.



Looking north into the property from Jackson Road.



Looking east along Jackson Road.



Looking south across Jackson Road.



Looking west along Jackson Road.



DRAFT SUMMARY MINUTES OF THE REGULAR MEETING
OF THE PLANNING COMMISSION
CITY COMMISSION CHAMBERS, CITY HALL

THURSDAY, MAY 18TH, 2023, 4:30 P.M.

The Planning Commission of the City of Leesburg held its regular meeting Thursday, May 18th, 2023, in the Commission Chambers at City Hall. Chairman Tim Sennett called the meeting to order at 4:30 p.m.

The following Commission members were present:

Tim Sennett
Ted Bowersox
Frazier J. Marshall
John O'Kelley
Stewart Kaplan
Ze'Shieca Carter
Nathaniel Sanders
Rosalind Peebles-Johnson

The following Commission members were absent:

Ken Simeone

City staff that was present included Dan Miller, Planning & Zoning Director, Kandi Harper, Senior Planner, Christine Rock, Senior Planner, Dianne Yekel, Senior Planner, Max Van Allen, Planner, and Melissa Medders, Planner. City Attorney Grant Watson was also present.

The meeting opened with an invocation given by Commissioner Ted Bowersox and the Pledge of Allegiance to the Flag.

Attorney Grant Watson swore in staff as well as anyone wishing to speak.

Dan Miller, Planning & Zoning Director, informed the audience of the rules of participation and the need to sign the speaker's registry. He also informed Commissioners and the audience of the City Commission meeting dates tentatively scheduled.

MINUTES OF PLANNING & ZONING COMMISSION MEETING FOR APRIL 20, 2023.

Commissioner Ted Bowersox moved to APPROVE the minutes from the April 20, 2023 meeting. Commissioner Ze'Shieca Carter SECONDED the motion, which was PASSED by a vote of 7 to 0.

NEW BUSINESS

1) **PUBLIC HEARING CASE # LSCP-23-126 – SILVER LAKE WOODS – LARGE SCALE COMPREHENSIVE PLAN MAP AMENDMENT**

AN ORDINANCE AMENDING THE FUTURE LAND USE MAP OF THE COMPREHENSIVE PLAN OF THE CITY OF LEESBURG, CHANGING THE FUTURE LAND USE DESIGNATION OF CERTAIN PROPERTY CONTAINING 60 +/- ACRES FROM LAKE COUNTY URBAN LOW DENSITY TO CITY OF LEESBURG ESTATE RESIDENTIAL FOR A PROPERTY GENERALLY LOCATED WEST OF RADIO ROAD, NORTH OF JACKSON ROAD, AND EAST AND WEST OF PARK LANE, AS LEGALLY DESCRIBED IN SECTION 10, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. **(CITY COMMISSION DATES ARE TENTATIVELY SCHEDULED FOR FIRST READING ON MONDAY, JUNE 12TH, 2023 AND SECOND READING TENTATIVELY SCHEDULED FOR MONDAY, AUGUST 14TH, 2023)** (Silver Lake Woods LSCP)

Mr. Miller stated staff would like to, with the Chairman's permission, discuss the first two cases together, and then have the votes taken at the end of discussion for each case.

Dan Miller introduced case number #LSCP-23-126 – *Silver Lake Woods – Large Scale Comprehensive Plan Map Amendment* and case number #PUD-23-129 – *Silver Lake Woods – Planned Unit Development* into the record and entered the exhibits into the record with maps and photo exhibits including aerial, zoning, future and surrounding land use, wetlands/flood zone maps, CRA maps, staff summary, departmental review summary, and staff recommendations.

Mr. Miller gave some background information on the project. He said that this is a proposal for a single-family residential development on a site consisting of approximately 60+ acres, proposing units with a density of 1.41 units per acre.

Senior Planner Christine Rock presented the maps and photo exhibits demonstrating the area of the proposed site for both cases.

Department Review Summary: This case was sent out to all the different departments for review, no substantive comments or objections received from the departments. Lake County Public Works made the following comments about Radio Road: left and right turn lanes are required on Radio Road at development's proposed access, additional right-of-way may be required for Radio Road, sidewalk will need to be provided along road frontages, a traffic impact analysis and signal warrant analysis will need to be done, additional right-of-way will be required to accommodate the right and left turn lanes. And for Jackson Road and Park Lane, additional right-of-way may be required along frontages with sidewalks. Lake County School Board indicated that a concurrency review would be required. For Public responses, we received one written response for disapproval which mentioned noise pollution from traffic, the peaceful view, the wildlife, and schools.

Mr. Miller also highlighted some of the PUD stating that the overall project is approximately 60 acres, and 28 acres will be preserved as wetlands. The only permitted uses are single-family. There are three lot sizes in the PUD, with a total of 85 lots. The access point for the property is located on the south side and is required to be a boulevard type access with an 8-foot landscape medium, which will allow emergency access vehicles to maneuver. There is a 25-foot buffer around the exterior of the property on the north, east, and south. Each home is required to have a two-car garage. All lots smaller than

60-feet have to have gutters all around the house to direct water away. There is a requirement for a split rail fence on the north, east, and south boundary. There are recreational requirements of approximately 4-acres to include such uses as a children's playground, dog park, or gazebo. Otherwise, the standard PUD conditions are in effect, such as the design and architectural standards, landscape and buffer requirements, and the dark sky lighting.

The Planning & Zoning staff recommended the approval of the request for the following reasons:

1. This project meets the requirements of Chapter 163.3184 Florida Statutes, for Large Scale Comprehensive Plan Amendments.
2. The proposed Large Scale Comprehensive Plan (LSCP) amendment is compatible with the adjacent future land use designations of City of Leesburg Estate Residential and Lake County Urban Medium Density and Urban Low Density.
3. The proposed zoning classification of PUD (Planned Unit Development) is compatible, as conditioned, with the current surrounding zoning districts of City of Leesburg PUD (Planned Unit Development) and Lake County R-6 (Urban Residential District), R-3 (Medium Residential District), R-2 (Estate Residential), and A (Agricultural).
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 Urban Low Density to City of Leesburg Estate Residential and forward the recommendation to the City Commission for consideration.

Jerome Henin, Petitioner, showed a power point presentation, stating that 65% of the property is preserved. It is a residential neighborhood with 85 lots. The variety of lot sizes allows multiple styles of homes and floorplans. There is a long-term preservation of quality wetlands by the creation of new buffers. A full tree survey was done and trees will be preserved that will be an asset to future homeowners. They tried to do all of the studies beforehand to see what was going on with the property. The wetland area has been flagged, and a survey was completed and there were 9 turtles found on the site. There was also a Traffic Study that was done and he believes that this development has a Tier 1 Exemption. They are open to fencing as well as trees and shrubs along the buffers.

Armondo Famil, 9926 Jackson Road, questioned the notice for annexation. Dan Miller answered that the annexation only goes before City Commission, so there would be no notice sent out for that. A notice was sent out for this meeting for the Comprehensive Plan and Planned Unit Development, and mailed out to property owners within 200 feet from the subject property. Mr. Famil stated that he does not like the buffer, he does not want a wall in front of his house and he prefers trees. He also does not want more traffic, he wants the access changed to Radio Road.

Dennis Ennix, 34337 Park Lane, asked about the deed to obtain more right-of-way for sidewalks. Dan Miller answered that the requirement is coming out of Lake County, and will be on the developer's side of the road, not be on his side of the road. The Planned Unit Development will support whatever Lake County requires because the roads are legally controlled by them. Mr. Ennix also asked about the easement. Attorney Grant Watson answered that the easements run with the title of the property. Mr. Ennix inquired about the retention pond, asking how deep it is going to be as that is where he gets his drinking water. Mr. Ennix also mentioned the turning lanes and if there were going to be signs stating that there is no through traffic.

Pamela Farv, 34150 Park Lane, mentioned her concern for 90-degree curves. There has been an influx of people with small children and the traffic that comes through there goes very fast. Ms. Farv asked as to whether the development is going to be single-story homes or two-story homes. Is the emergency access off of Park and/or Jackson? Will there be dust control during construction? What is the diameter limitation of historic trees? And is there is a wildlife plan?

Ellen Healy, 9800 Jackson Road, stated that there are 3-4 housing developments within 2-3 miles of each other, and that she does not see a need for another one. She said this project is not needed. She asked if the main entrance is from Radio Road, and Mr. Miller answered yes. She stated that she does not want more people in the area.

Wanda Adams, 34511 Radio Road, stated that they are being bombarded with turkeys, deer, bears, and wild hogs. She is concerned about the safety of the kids in the area and the individuals. Will the wild life be preserved? Ms. Adams also stated that people are violating the speed limit, and that no one drives the 40mph. She asked, what if there was an emergency? How would the residents get out? How would an ambulance get in?

Dan Seymour, 34216 Silver Court Drive, stated that the area that is being developed now was supposed to be a nature preserve. There are two developments already, and now there is going to be a third. Mr. Seymour inquired about Treadway Elementary School, asking how many kids will it be able to accommodate? He also mentioned bringing the extra homes in the area, and why is everything heading in their direction? He questioned the research and foresight that was done. He asked the commission to please reconsider and forego this project.

Commissioner Marshall asked Mr. Seymour if he had any paperwork regarding the nature preserve. Mr. Seymour said that he only heard it was willed to Lake County as a nature preserve and was never supposed to be developed. Mr. Seymour said that if anyone has the access to research this, the Planning Commission certainly should be able to. Dennis Ennix stated that the county was offered the property by the owners, but they did not do anything.

Jerome Henin answered the questions that were brought up. He stated that the access will be on Radio Road, and there will be buffers with trees and sidewalks (25 feet). The homes will also have setbacks. The retention pond will not be moved. To answer the question about the one or two-story homes, Mr. Henin said that it will be a mix. The smaller lots will have one story. There will be various facades and styles, stones and variations of materials. For the definition of historic trees, they are protected at 40 inches or larger. They are found mainly along Jackson Road, and there are eleven trees that are considered to be healthy heritage trees. Four of the trees are falling apart and are sick.

Regarding the traffic, Mr. Henin stated that traffic is everywhere, and that they cannot control the speeding. Chairman Sennett asked what the speed limit was on Jackson. Mr. Henin replied 25 mph, and that the development will not change anything related to Jackson Rd. Regarding the question of schools, Mr. Henin said that they will have to get their school concurrency and that there is no deficiency as of right now. The school concurrency is done several times, and if there is a lack of space, they will have to financially participate to compensate.

Chairman Sennett asked about whether or not there was an emergency entrance or exit. Dan Miller replied that in the City's Comprehensive Plan, if you have more than 99 units, you have to have emergency access. In this case, because the number of houses is getting up there, the entrance on Radio Road is not going to be a typical entrance. It will be a Boulevard style entrance in which the lanes will be wide enough to allow emergency equipment to go through.

Gary Beverly, with Civil Design Solutions, addressed the question regarding the retention pond. The retention pond is not yet fully designed, it is only a concept at this point. The final design will go to

DEP, SJRWM, and the City of Leesburg. The pond is sized property for the amount of development that is there. More than likely, with this type of development, they will not be digging down into the ground, it will instead be buried up so they will be able to capture that water. Dan Miller stated that in the City of Leesburg, the retention pond is a 4:1 slope, meaning that if you go out four feet, you can only go down one foot. It is very shallow, which is one of the reasons why these ponds have to be so large.

Commissioner Carter asked what the price range of the homes will be. Jerome Henin replied that it is hard to say right now, but in the area, you have Liberty Preserve in which homes are approximately \$380,000. In 2024-25, the homes for this development could be between \$400 and \$500K.

Commissioner Marshall mentioned a typo on page 32, in Lake County Public Works letter to the City, which states under Radio Road, "Access to the development off Radio Road will require both left and right turn lanes on CR 48." The CR 48 is incorrect.

Commissioner Carter stated that there are a lot of things that are going to change about the road in this area. She feels that there is a lot of misplaced anger with the Planning Commission, but it is not their job to improve the roads. Commissioner Carter suggested a speed table along Jackson Road. She also stated that the developer has not addressed what they are going to do about the wildlife. Dan Miller said that there are requirements for a wildlife plan that looks at what is out there. The plan would have to be followed per the PUD requirements.

Commissioner O'Kelley clarified that it would be 2.8 units per acre.

This was the end of the discussion and the voting then took place.

Commissioner Nathaniel Sanders made a motion to APPROVE case # LSCP-23-126 – SILVER LAKE WOODS – LARGE SCALE COMPREHENSIVE PLAN MAP AMENDMENT. Commissioner Ted Bowersox SECONDED the motion which, PASSED by a voice vote of 5 to 2.

Chairman Sennett called for a vote on the second case.

2) PUBLIC HEARING CASE # PUD-23-129 – SILVER LAKE WOODS – PLANNED UNIT DEVELOPMENT

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, REZONING APPROXIMATELY 60 +/- ACRES FROM LAKE COUNTY A (AGRICULTURE) TO CITY OF LEESBURG PUD (PLANNED UNIT DEVELOPMENT) FOR A PROPERTY GENERALLY LOCATED WEST OF RADIO ROAD, NORTH OF JACKSON ROAD, AND EAST AND WEST OF PARK LANE, AS LEGALLY DESCRIBED IN SECTION 10, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. **(CITY COMMISSION DATES ARE TENTATIVELY SCHEDULED FOR FIRST READING ON MONDAY, JUNE 12TH, 2023 AND SECOND READING TENTATIVELY SCHEDULED FOR MONDAY, AUGUST 14TH, 2023) (Silver Lake Woods LSCP) (Silver Lake Woods PUD)**

The Planning & Zoning staff recommended the approval of the request for the following reasons:

APPROVAL of this request for the following reason(s):

1. The proposed zoning classification of PUD (Planned Unit Development) is compatible, as

conditioned, with the current surrounding zoning districts of City of Leesburg PUD (Planned Unit Development) and Lake County R-6 (Urban Residential District), R-3 (Medium Residential District), R-2 (Estate Residential), and A (Agricultural).

2. The proposed Large Scale Comprehensive Plan (LSCP) amendment is compatible with the adjacent future land use designations of City of Leesburg Estate Residential and Lake County Urban Medium Density and Urban Low Density.
3. 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 rezone the subject property from Lake County (A) Agriculture to PUD (Planned Unit Development) and forward to the City Commission for consideration.

Commissioner Nathaniel Sanders made a motion to APPROVE case # PUD-23-129 – SILVER LAKE WOODS – PLANNED UNIT DEVELOPMENT. Commissioner Ted Bowersox SECONDED the motion which, PASSED by a voice vote of 5 to 2.

Chairman Sennett called for the third case under new business be brought forward.

ANNOUNCEMENTS

The next scheduled meeting date is June 22, 2023.

The meeting adjourned at 6:06pm

Tim Sennett, Chairperson

Dianne Yekel, Senior Planner

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.B.4.

Meeting Date: June 12, 2023

From: Dan Miller, (Planning and Zoning Director), Max Vanallen, (Senior Planner)

Subject: An Ordinance of the City of Leesburg, Florida, annexing certain real property consisting of approximately 1.45 +/- acres; and generally located west of Whitney Road and north of State Road 44, 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. (City of Leesburg Electric Substation SR 44 Davis AX)

Staff Recommendation:

The Planning and Zoning staff recommends approval of the proposed ordinance for annexation of an Electric Substation State Road 44 Davis.

Analysis:

The applicant has submitted a request for annexation of approximately 1.45 +/- acres, generally located west of Whitney Road and north of State Road 44, as shown on the attached General Location Map. At this time, the property is vacant and undeveloped. The current zoning is Lake County A (Agriculture); the proposed zoning is City of Leesburg P (Public). The proposal for the property is a municipal service electric substation.

The property is surrounded by Lake County A (Agriculture), PUD (Planned Unit Development), R-1 (Rural Residential), CP (Planned Commercial), MP (Planned Industrial), and City of Leesburg SPUD (Small Planned Unit Development). Based on the use, no negative impacts are anticipated to adjacent properties.

Also, on this City Commission agenda, are Small-Scale Comprehensive Plan Amendment and Rezoning cases, which have recommendations for approval from the staff and a Planning Commission public hearing scheduled for June 22, 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:

This project will have a direct fiscal impact in the form of construction and operating costs, but will expand electric services in the area to current and future developments, which will generate new revenues for the City of Leesburg.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, ANNEXING CERTAIN REAL PROPERTY CONSISTING OF APPROXIMATELY 1.45 +/- ACRES; AND GENERALLY LOCATED WEST OF WHITNEY ROAD AND NORTH OF STATE ROAD 44, 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. (CITY OF LEESBURG ELECTRIC SUBSTATION SR 44 DAVIS AX)

BE IT ENACTED BY THE PEOPLE OF THE CITY OF LEESBURG, FLORIDA, that;

Section 1.

Based upon the petition of the City of Leesburg, Petitioner, for Electric Substation SR 44 Davis, 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 hereby 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 the _____ day of _____, 2023.

THE CITY OF LEESBURG, FLORIDA

Mayor

ATTEST:

City Clerk

COL Electric Substation SR44 Davis – SR-44 West of Whitney Road, east of Countryside Boulevard, north
R-O-W

ANNX-23-229, SSCP-23-230, RZ-23-231

AK#: 1171784

Legal Description taken from Lake County Property Appraiser's Record Card

Wednesday, May 10, 2023

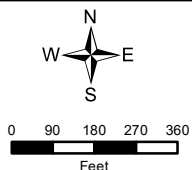
Legal Description:

FROM SE COR OF SEC RUN N 513 FT, N 67DEG 40MIN 30SEC W 1223 FT 2 INCHES FOR POB, TURN
90DEG RIGHT & RUN NE'LY TO RR R/W, BEG AGAIN AT POB RUN N 67DEG 40MIN 30SEC W 165 FT, N TO
RR R/W, SE'LY TO INTERSECT FIRST LINE --LESS HWY 44-- ORB 626 PG 1973 ORB 6090 PG 1793

Aerial

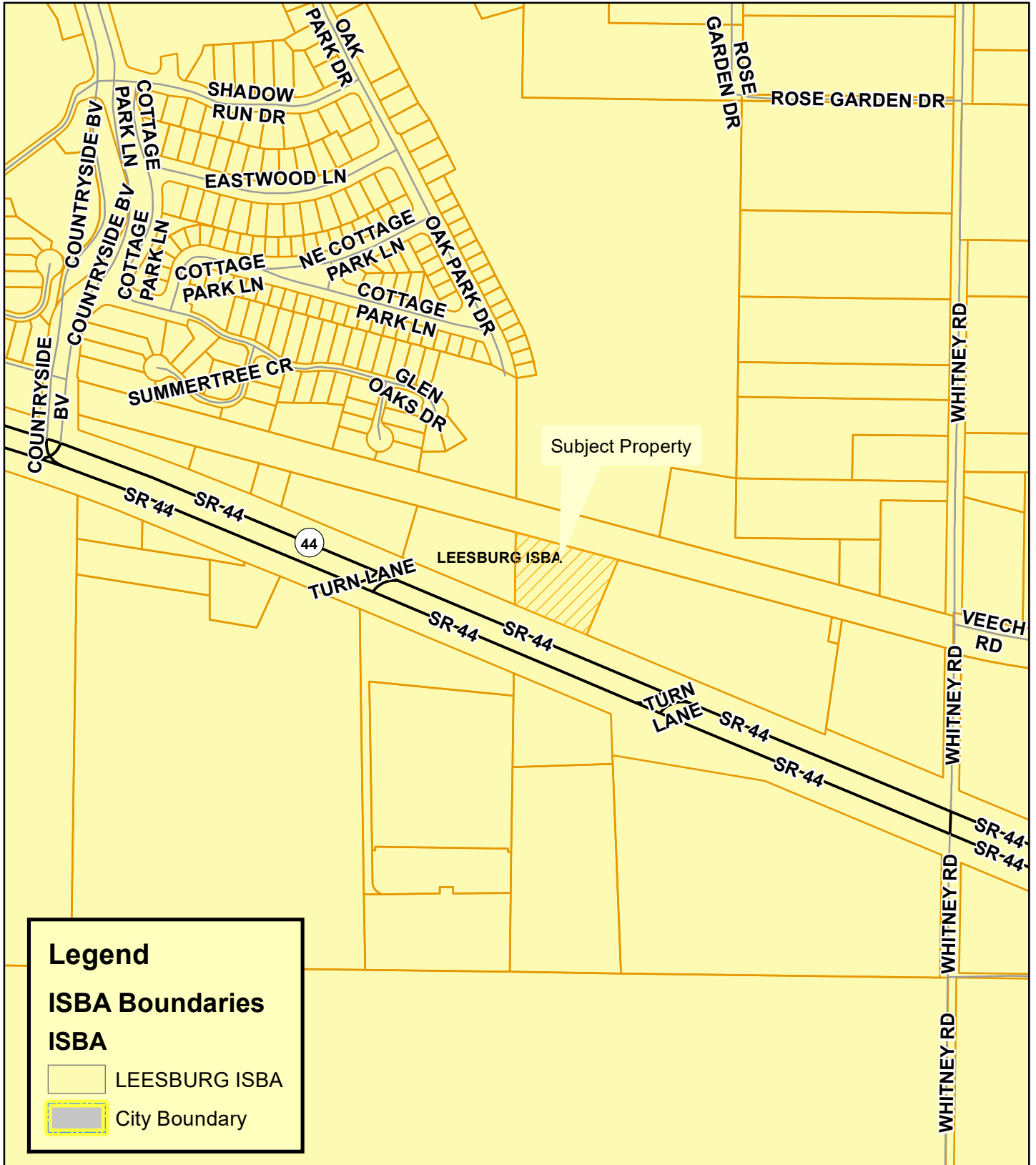


**Planning
& Zoning
Division**

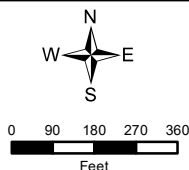


City of Leesburg Electric Substation SR44 Davis
ANNX-23-229; SSCP-23-230; RZ-23-231
Alternate Key #: 1171784
Section 19, Township 19 South, Range 24 East
May 26, 2023

ISBA and City Boundary



**Planning
& Zoning
Division**



City of Leesburg Electric Substation SR44 Davis
 ANN-23-229; SSCP-23-230; RZ-23-231
 Alternate Key #: 1171784
 Section 19, Township 19 South, Range 24 East
 May 26, 2023

Commission District



Legend

Leesburg Commission_Districts

DIST



2



**Planning
& Zoning
Division**



0 90 180 270 360
Feet

City of Leesburg Electric Substation SR44 Davis
ANNX-23-229; SSCP-23-230; RZ-23-231
Alternate Key #: 1171784
Section 19, Township 19 South, Range 24 East
May 26, 2023

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.B.5.

Meeting Date: June 12, 2023

From: Dan Miller, (Planning and Zoning Director), Max Vanallen, (Senior Planner)

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 1.45 +/- acres from Lake County Rural Transition to City of Leesburg Institutional, for a property generally located west of Whitney Road and north of State Road 44, lying in Section 19, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date. (City of Leesburg Electric Substation SR 44 Davis SSCP)

Staff Recommendation:

The Planning & Zoning Staff recommends approval of the proposed small-scale comp plan amendment of the City's Future Land Use Map on 1.45 +/- acres from Lake County Rural Transition to City of Leesburg Institutional.

Analysis:

The project site is approximately 1.45 acres. The property is generally located west of Whitney Road and north of State Road 44. Currently, the property is undeveloped acreage. The proposed use is for a municipal service electric substation. The surrounding Future Land Use Map designations of Lake County Rural Transition, Regional Office, Urban Low Density, Rural, and City of Leesburg General Commercial are compatible, with the proposed future land use designation of City Institutional. The proposed zoning designation of City P (Public) 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 will hold a public hearing on the application on June 22, 2023 and forward their recommendation to the City Commission at the second reading.

Procurement Analysis:

N/A

Options:

1. Approve the requested small-scale comprehensive plan amendment from Lake County Rural Transition to City of Leesburg Institutional; or
2. Other such action as the Commission may deem appropriate.

Fiscal Impact:

This project will have a direct fiscal impact in the form of construction and operating costs, but will expand electric services in the area to current and future developments, which will generate new revenues for the City of Leesburg.

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 1.45 +/- ACRES FROM LAKE COUNTY RURAL TRANSITION TO CITY OF LEESBURG INSTITUTIONAL, FOR A PROPERTY GENERALLY LOCATED WEST OF WHITNEY ROAD AND NORTH OF STATE ROAD 44, LYING IN SECTION 19, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (CITY OF LEESBURG ELECTRIC SUBSTATION SR 44 DAVIS 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 1.45 acres of land generally located west of Whitney Road and north of State Road 44 from Lake County Rural Transition to City of Leesburg Institutional, 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

COL Electric Substation SR44 Davis – SR-44 West of Whitney Road, east of Countryside Boulevard, north
R-O-W

ANNX-23-229, SSCP-23-230, RZ-23-231

AK#: 1171784

Legal Description taken from Lake County Property Appraiser's Record Card

Wednesday, May 10, 2023

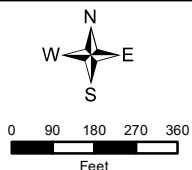
Legal Description:

FROM SE COR OF SEC RUN N 513 FT, N 67DEG 40MIN 30SEC W 1223 FT 2 INCHES FOR POB, TURN
90DEG RIGHT & RUN NE'LY TO RR R/W, BEG AGAIN AT POB RUN N 67DEG 40MIN 30SEC W 165 FT, N TO
RR R/W, SE'LY TO INTERSECT FIRST LINE --LESS HWY 44-- ORB 626 PG 1973 ORB 6090 PG 1793

Aerial



**Planning
& Zoning
Division**

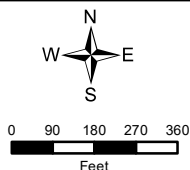


City of Leesburg Electric Substation SR44 Davis
 ANN-23-229; SSCP-23-230; RZ-23-231
 Alternate Key #: 1171784
 Section 19, Township 19 South, Range 24 East
 May 26, 2023

City of Leesburg Future Land Use

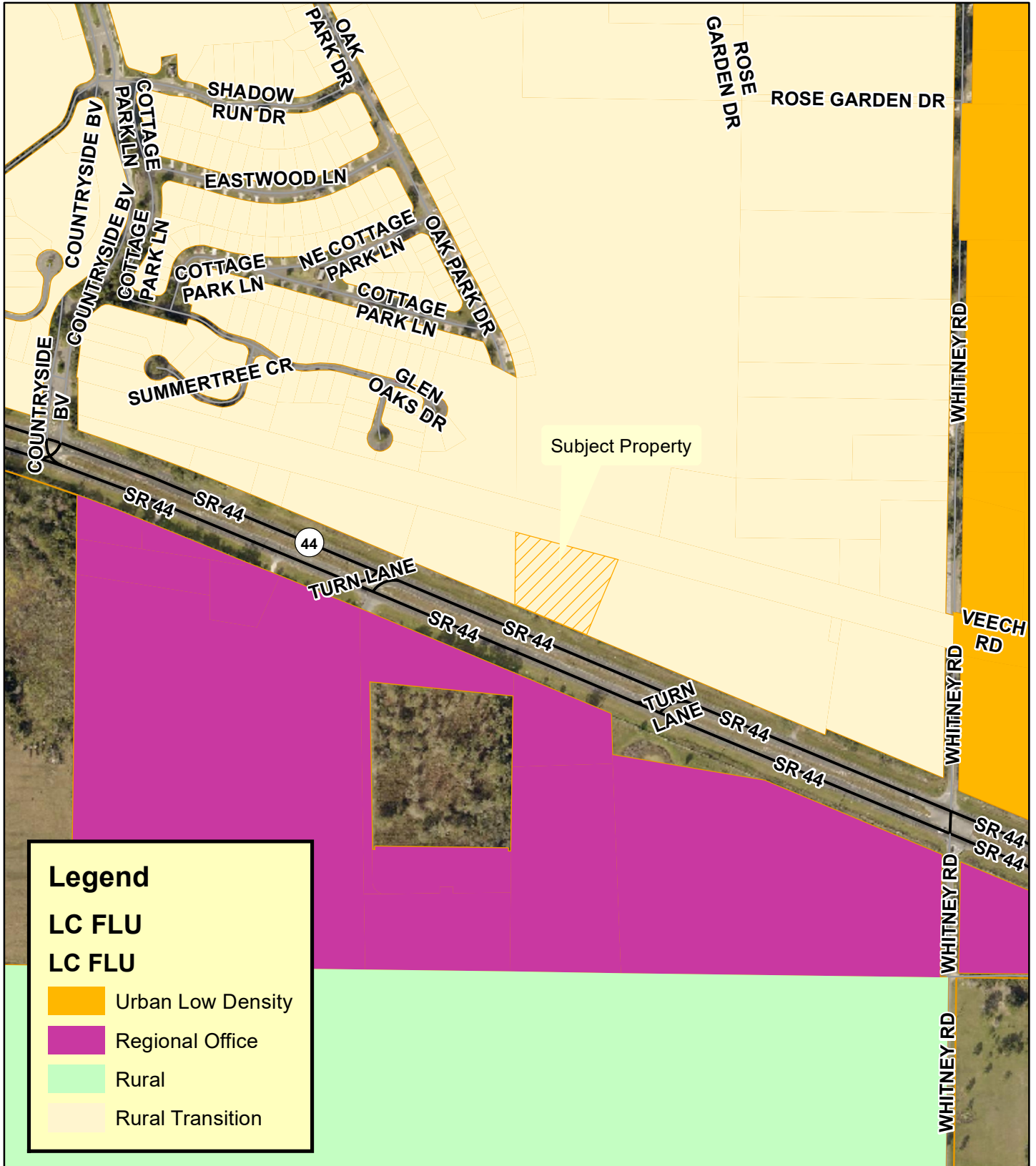


**Planning
& Zoning
Division**

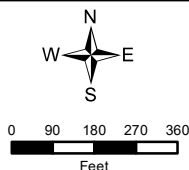


City of Leesburg Electric Substation SR44 Davis
ANNX-23-229; SSCP-23-230; RZ-23-231
Alternate Key #: 1171784
Section 19, Township 19 South, Range 24 East
May 26, 2023

Lake County Future Land Use

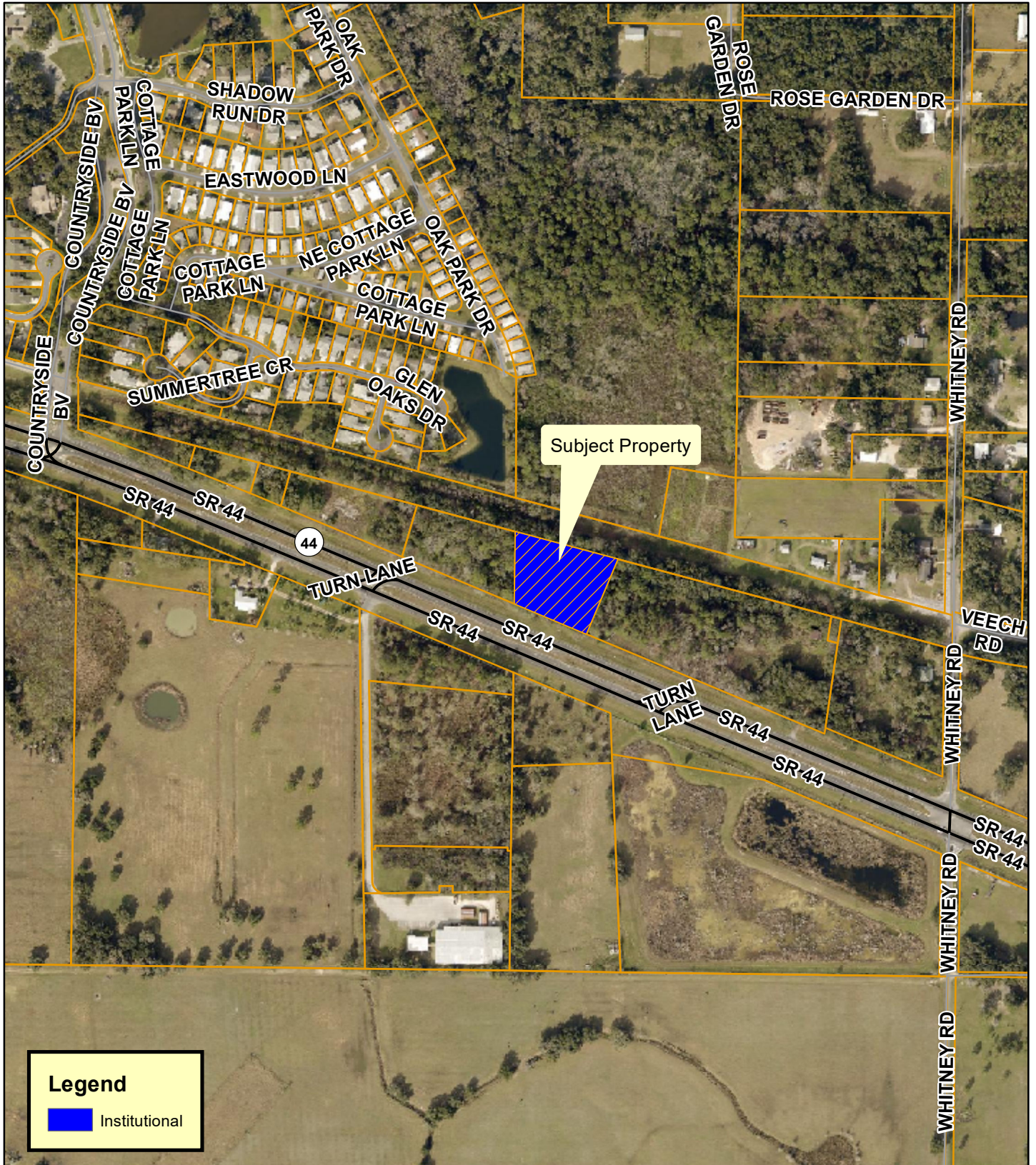


**Planning
& Zoning
Division**

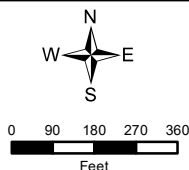


City of Leesburg Electric Substation SR44 Davis
 ANN-23-229; SSCP-23-230; RZ-23-231
 Alternate Key #: 1171784
 Section 19, Township 19 South, Range 24 East
 May 26, 2023

Proposed Future Land Use



**Planning
& Zoning
Division**



City of Leesburg Electric Substation SR44 Davis
 ANN-23-229; SSCP-23-230; RZ-23-231
 Alternate Key #: 1171784
 Section 19, Township 19 South, Range 24 East
 May 26, 2023

Surrounding Land Uses

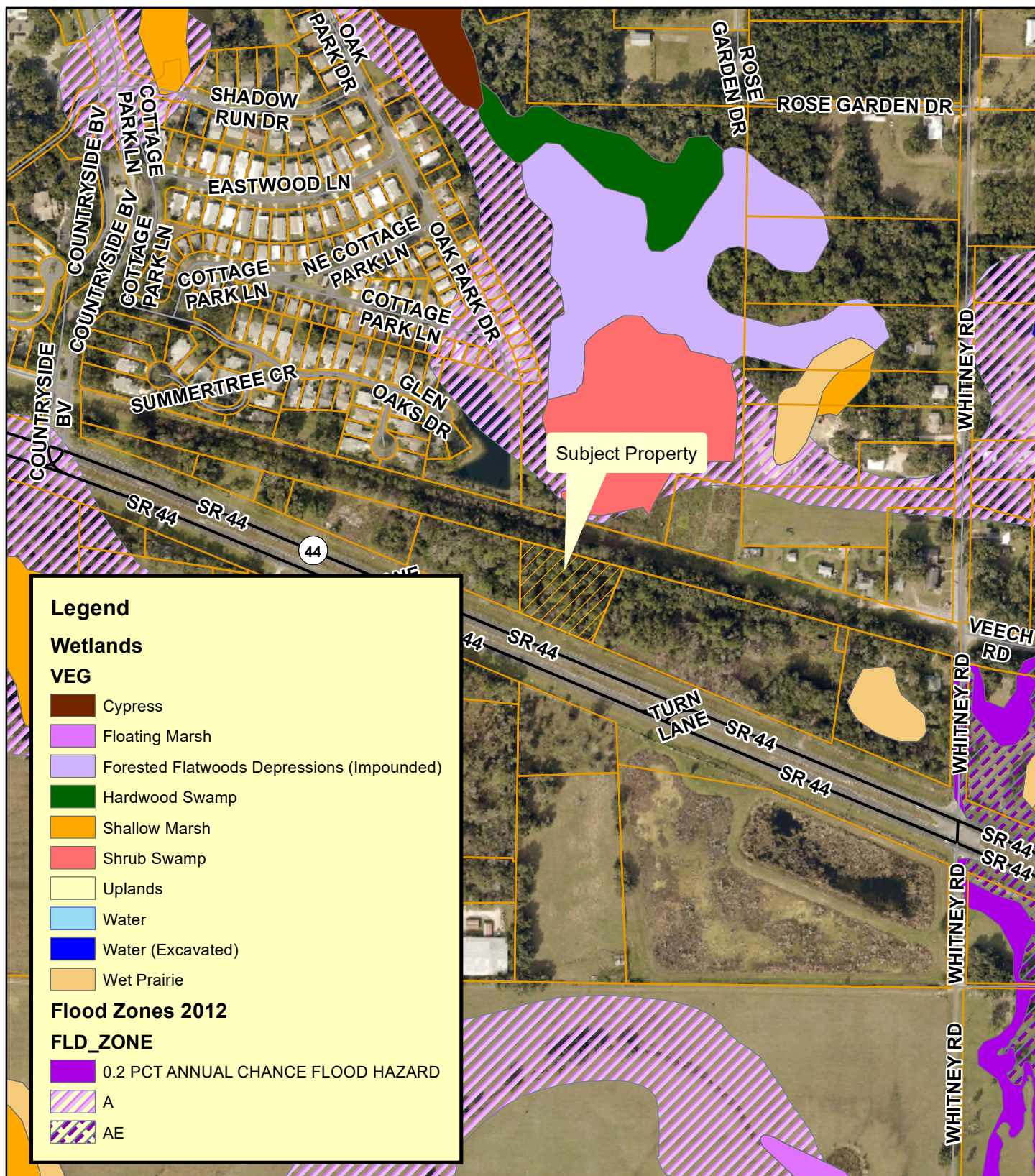


**Planning
& Zoning
Division**

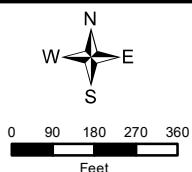


City of Leesburg Electric Substation SR44 Davis
 ANN-23-229; SSCP-23-230; RZ-23-231
 Alternate Key #: 1171784
 Section 19, Township 19 South, Range 24 East
 May 26, 2023

Wetlands and Flood Zone



Planning & Zoning Division



City of Leesburg Electric Substation SR44 Davis
ANNX-23-229; SSCP-23-230; RZ-23-231
Alternate Key #: 1171784
Section 19, Township 19 South, Range 24 East
May 26, 2023

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.B.6.

Meeting Date: June 12, 2023

From: Dan Miller, (Planning and Zoning Director), Max Vanallen, (Senior Planner)

Subject: An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 1.45 +/- acres from Lake County A (Agriculture) to City of Leesburg P (Public) for a property generally located west of Whitney Road and north of State Road 44, lying in Section 19, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date. (City of Leesburg Electric Substation SR 44 Davis RZ)

Staff Recommendation:

Planning & Zoning Staff recommends approval of the request to rezone the subject property from Lake County A (Agriculture) to City of Leesburg P (Public) to allow for a municipal service electric substation use.

Analysis:

The project site is approximately 1.45 +/- acres, and is generally located west of Whitney Road and north of State Road 44, as shown on the attached maps. At this time, the property is vacant. The proposal will allow for a municipal service electric substation. The existing land uses surrounding the property are vacant, residential, utility, and HOA Commons. The proposed zoning does not appear to have a detrimental impact on the surrounding properties.

The Planning Commission will hold a public hearing on the application on June 22, 2023 and forward their recommendation to the City Commission at the Second Reading.

Procurement Analysis:

N/A

Options:

1. Approve the proposed rezoning from Lake County A (Agriculture) to City of Leesburg P (Public); or
2. Other such action as the Commission may deem appropriate.

Fiscal Impact:

This project will have a direct fiscal impact in the form of construction and operating costs, but will expand electric services in the area to current and future developments, which will generate new revenues

for the City of Leesburg.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE ZONING ON APPROXIMATELY 1.45 +/- ACRES FROM LAKE COUNTY A (AGRICULTURE) TO CITY OF LEESBURG P (PUBLIC) FOR A PROPERTY GENERALLY LOCATED WEST OF WHITNEY ROAD AND NORTH OF STATE ROAD 44, LYING IN SECTION 19, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (CITY OF LEESBURG ELECTRIC SUBSTATION SR 44 DAVIS RZ)

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

Section 1.

Based upon the petition of the City of Leesburg, petitioner for 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 P (Public), to-wit:

Attached Legal Description
Exhibit A

Section 2.

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

COL Electric Substation SR44 Davis – SR-44 West of Whitney Road, east of Countryside Boulevard, north R-O-W

ANNX-23-229, SSCP-23-230, RZ-23-231

AK#: 1171784

Legal Description taken from Lake County Property Appraiser's Record Card

Wednesday, May 10, 2023

Legal Description:

FROM SE COR OF SEC RUN N 513 FT, N 67DEG 40MIN 30SEC W 1223 FT 2 INCHES FOR POB, TURN 90DEG RIGHT & RUN NE'LY TO RR R/W, BEG AGAIN AT POB RUN N 67DEG 40MIN 30SEC W 165 FT, N TO RR R/W, SE'LY TO INTERSECT FIRST LINE --LESS HWY 44-- ORB 626 PG 1973 ORB 6090 PG 1793



CITY OF LEESBURG PLANNING & ZONING DIVISION RECOMMENDATIONS

DATE: June 22, 2023
OWNER: Davis Revocable Living Trust
PETITIONER: City of Leesburg
PROJECT: City of Leesburg Electric Substation SR 44 Davis
REQUEST: Rezone from Lake County A (Agriculture) to City of Leesburg P (Public) for a municipal infrastructure electric substation use.
CASE NO.: RZ-23-231

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 A (Agriculture), PUD (Planned Unit Development), MP (Planned Industrial), R-6 (Urban Residential), CP (Planned Commercial); and City of Leesburg SPUD (Small Planned Unit Development).
2. The proposed request is compatible with the proposed Future Land Use designation of City of Leesburg Institutional, and the current surrounding Future Land Use designations of Lake County Rural Transition, Regional Office; and City of Leesburg General Commercial.
3. The proposed request will extend service capacity to currently proposed and future City of Leesburg developments.
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 A (Agriculture) to City of Leesburg P (Public) and forward to the City Commission for consideration.

**CITY OF LEESBURG PLANNING & ZONING DIVISION
DEPARTMENTAL REVIEW SUMMARY**

DATE: June 22, 2023
OWNER: Davis Revocable Living Trust
PETITIONER: City of Leesburg
PROJECT: City of Leesburg Electric Substation SR 44 Davis
REQUEST: Annexation, Small Scale Comprehensive Plan amendment, and Rezoning to allow a municipal infrastructure electric substation.
CASE NO.: (ANNX-23-229); SSCP-23-230; RZ-23-231

THE FOLLOWING COMMENTS RECEIVED FROM EACH DEPARTMENT:

POLICE

No comments received as of 6/16/2023.

FIRE

No comments received as of 6/16/2023.

ELECTRIC

Electric has no objections. - Steve Davis, 5/26/2023

GAS

No comment from gas. – Corey Goepfert, 5/30/2023

GIS

No comments received as of 6/16/2023.

BUILDING

No comments received as of 6/16/2023.

PUBLIC WORKS

Public Works has no issues with this request! – Cliff Kelsey, 5/26/2023

ADDRESSING

No comments received as of 6/16/2023.

HOUSING & REDEVELOPMENT

No comments received as of 6/16/2023.

LAKE COUNTY PUBLIC WORKS

I have no comment. – Seth Lynch, 5/26/2023

LAKE COUNTY SCHOOLS

The school district does not have any comment for the proposed lift station. – Helen LaValley, 5/26/2023

PUBLIC RESPONSES

Approval

Disapproval

No comment

Notice of Appearance filed:

PUBLIC COMMENTS (APPROVAL WITH REQUESTS)

PUBLIC COMMENTS (DISAPPROVAL)

**CITY OF LEESBURG PLANNING & ZONING DIVISION
STAFF SUMMARY**

DATE: June 22, 2023

OWNER: Davis Revocable Living Trust

PETITIONER: City of Leesburg

PROJECT: City of Leesburg Electric Substation SR 44 Davis

REQUEST: To Allow Development of a Municipal Infrastructure Electric Substation.

CASE NO.: (ANNX-23-229); SSCP-23-230; RZ-23-231

GENERAL LOCATION: The property is generally located west of Whitney Road and north of State Road 44.

FUTURE LAND USE DESIGNATION: Lake County Rural Transition.

SURROUNDING FUTURE LAND USE DESIGNATION:

North – Lake County Rural Transition

South – Lake County Regional Office; City of Leesburg General Commercial

East – Lake County Rural Transition

West – Lake County Rural Transition, Regional Office

PROPOSED FUTURE LAND USE DESIGNATION: City of Leesburg Institutional.

EXISTING ZONING DESIGNATION: Lake County A (Agriculture)

SURROUNDING ZONING DESIGNATIONS:

North – Lake County A (Agriculture), PUD (Planned Unit Development)

South – Lake County A (Agriculture), MP (Planned Industrial District); City of Leesburg SPUD (Small Planned Unit development)

East – Lake County A (Agriculture), R-6 (Urban Residential)

West – Lake County A (Agriculture), CP (Planned Commercial District)

PROPOSED ZONING DESIGNATION: City of Leesburg P (Public).

EXISTING LAND USE: Vacant, undeveloped land.

SURROUNDING LAND USE:

North – Utility, Residential Commons Area

South – Vacant Industrial, Vacant Residential

East – Vacant Residential, Publicly Owned Land

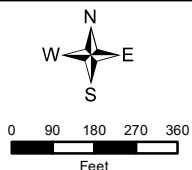
West – Vacant Commercial, Pasture

PROPOSED LAND USE: A municipal infrastructure electric substation.

Aerial



**Planning
& Zoning
Division**

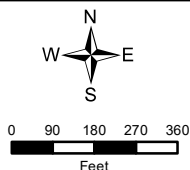


City of Leesburg Electric Substation SR44 Davis
ANNX-23-229; SSCP-23-230; RZ-23-231
Alternate Key #: 1171784
Section 19, Township 19 South, Range 24 East
May 26, 2023

City of Leesburg Zoning

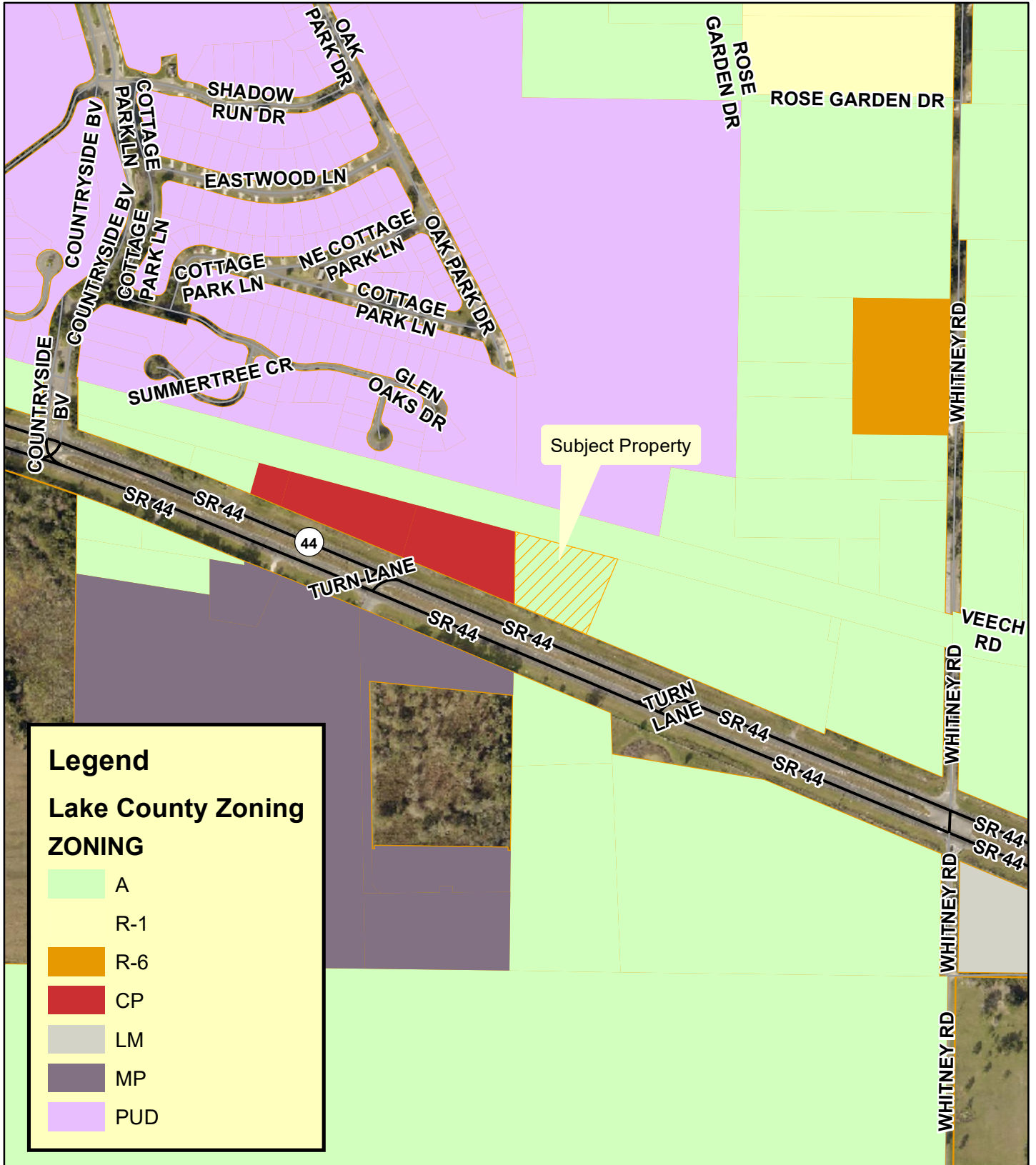


**Planning
& Zoning
Division**



City of Leesburg Electric Substation SR44 Davis
ANNX-23-229; SSCP-23-230; RZ-23-231
Alternate Key #: 1171784
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Lake County Zoning



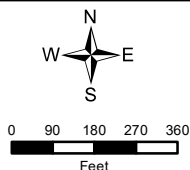
Legend

Lake County Zoning ZONING

- A
- R-1
- R-6
- CP
- LM
- MP
- PUD



**Planning
& Zoning
Division**

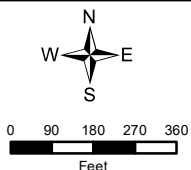


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Proposed Zoning



Planning
& Zoning
Division



City of Leesburg Electric Substation SR44 Davis
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City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.C.1.

Meeting Date: June 12, 2023

From: Al Minner, (City Manager)

Subject: Resolution of the Mayor and City Commission of the City of Leesburg, Florida, reaffirming the Mission and Vision Statement; establishing Goals for the Organization; and providing for an effective date.

Staff Recommendation:

Approve Mission, Vision and Goal Statement Resolution.

Analysis:

The attached report and resolution is a summary from the Mission, Vision and Goal retreat conducted on Saturday, May 20, 2023. The Resolution shall be a guide for City Administration to follow in managing the City of Leesburg.

Procurement Analysis:

N/A

Options:

1. Adopt Resolution as presented; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

**CITY OF LEESBURG 2023
CITY COMMISSION
GOAL SETTING WORKSHOP
FINAL REPORT**

June 6, 2023



OVERVIEW

The City of Leesburg has experienced continued success by concentrating the focus of city government on its current vision, mission, and goals.

In 2023, the City of Leesburg utilized a research-driven process to review its present vision, mission, and goals capitalizing upon analysis of valid, objective, and relevant sources of data involving both the organization and the community. The elected and administrative leadership employed this data at a Goal Setting Workshop facilitated by Dr. Richard Levey and Dr. Joe Saviak to discuss and confirm specific goals for the future.

Community Overview

Leesburg is home to 29,178 residents and attracts 62,100 people to work in its city each day. It is well known for its beautiful lakes. It has a strong small business community and a historic downtown. It hosts a number of well attended annual events and festivals. It has a rich history and wonderful charm.

Organizational Overview

Citizens have a modern and professional full-service city government with 512 employees and an annual operating and capital budget of \$223,714,149 for the city government. City government provides an impressive spectrum of services, programs, and infrastructure. The city excels in delivery of electric, natural gas, water, wastewater and reuse water utilities. The city is home to an international airport with 82,296 annual landings and take-offs. The city offers several popular recreational facilities. A review of the latest annual comprehensive financial report shows a city that is in good financial condition. The city provides an on-line citizen request center to address needs in real time and offers a grant program to encourage investment to enhance private property.

2023 GOAL SETTING PROCESS

Research Methods

A diverse set of research resources were reviewed by Dr. Saviak and Dr. Levey to gain a greater understanding of the city and city government. These included the Fiscal Year 2022-2023 Annual Budget, the latest city annual comprehensive financial report, reviewing recent city commission agendas and viewing multiple city commission meetings, the city website and social media, economic and demographic data from the University of Florida Bureau of Economic and Business Research and the U.S. Census, and any other reports and data sources to best understand the community.

Individual virtual interviews were conducted with each city department director. Face-to-face interviews were conducted with the Mayor and three City Commissioners (the fifth Commissioner interview was conducted telephonically). Research questions focused on a SWOT analysis (strengths, weaknesses, opportunities, and threats), the top three priorities within the categories of capital projects, policies and programs, and the organizational capacity of city government, the most important three priorities across all three of those categories, and identification of goals and expectations for the workshop. The research questions are shown in Exhibit 1.

During each interview, the respondents were asked to discuss the existing Vision, Mission and Goals of the City (See Exhibit 2). Responses were recorded by the interviewers.

THE FINDINGS

The data collected during the interview process was tabulated for the two groups of respondents – Department Heads (N=16) and City Commissioners (N=5). The results are contained in Exhibit 3.

THE GOAL SETTING WORKSHOP

On 5/20, the 2023 Goal Setting Workshop was held at Venetian Gardens. Members of the City Commission (N=3) and department directors (N=15) attended. The agenda included an overview of objectives and defining success for the workshop, the purposes and benefits of goal setting, a review of the research process and its findings, a discussion of the current mission, vision, and goals, and the inclusion of goals within that current framework.

The workshop helped facilitate questions and analysis and aid in decision-making by the elected leadership. Communication and collaboration among the elected and administrative leadership at the workshop resulted in significant productivity and meaningful progress.

A review of the research at the workshop confirmed a significant degree of alignment between answers to the interview questions and identification of priorities with the elected and administrative leadership. A major and positive outcome was the selection of priorities in alignment with the current mission, vision, and goals and which continue to match organizational capacity.

The data collected from the interviews revealed a general consensus that the existing Vision, Mission and Goals were still valid and should be retained. Individual policy and project priorities were then aligned with the existing organizational goals, resulting in a strategic framework to advance to the upcoming FY23-24 City Budget development process.

City Manager Al Minner took the results of the Goal Setting Workshop and crafted a City Commission Resolution memorializing the results for presentation to the City Commission on June 12, 2023. A copy of the draft Resolution is included as Exhibit 4.

CONCLUSION

Successful goal setting is research-driven, evidence-based, and outcome-oriented. It capitalizes on strategic management to achieve identified objectives. Implementation and evaluation are critical.

Management scholar Dr. Peter Drucker once observed that *“the best way to predict the future is to create it.”* Through continued commitment to goal setting and strategic management, the City of Leesburg seeks to create the best possible future for all residents and visitors.

This is an excellent time in the one hundred- and sixty-six-year history of Leesburg to optimize its long-term success through continued and positive progress on key goals. This goal setting effort enables the city to maintain positive momentum, optimize economic, social, and cultural opportunities and outcomes, ensure strong organizational performance, align means with ends, and lead change.

Exhibit 1

Research Questions

1. **What would you identify as the strengths, weaknesses, opportunities, and threats for the City of Leesburg? (Can have more than one of each)**
2. **What would you identify as the top 3 priorities for each of these major aspects of city government:**
 1. Infrastructure/Capital Projects – 3 priorities
 2. Public Policy/Programs/Services serving citizens – 3 priorities
 3. Budget/Workforce/Training/Operations/Administration/Technology – 3 priorities

If there are more than 3 priorities for one of these or there is an aspect of city government not covered by those categories, let's discuss.

3. **Let's pick 3 priorities across all 3 categories.** What are they? For your top 3 priorities across all 3 categories, what opportunities and challenges (e.g., resources, capacity, legal, political, etc.) exist for achieving them and how would you best ensure their attainment (e.g., design and implementation)?
4. **Workshop** - What issues would you like to see on the goal setting workshop agenda?

What could be a challenge for the goal setting process and workshop? How would you solve it?

How would you define success for the goal setting workshop? What will it take to produce that success? What would you like to see result from the goal setting workshop going forward?

Exhibit 2

EXISTING VISION, MISSION, AND ORGANIZATIONAL GOALS OF THE CITY OF LEESBURG

VISION STATEMENT

A diverse community energetically working in collaboration to ensure that the City of Leesburg upholds its history, ambiance and natural resources to become and stay a vibrant community.

MISSION STATEMENT

To provide effective and efficient municipal services that promote public safety, economic growth and quality of life.

Goal #1

Eliminate blight and stimulate growth by investing in neighborhood redevelopment, while also pursuing new economic opportunities.

Goal #2

Lead the industry in providing high quality, low cost, customer driven utility services.

Goal #3

Deliver the highest level of professional public safety service that ensures security for Leesburg's residents and businesses.

Goal #4

Utilize Leesburg's natural resources and slogan as the "Lakefront City" to enhance recreational and leisure amenities.

Goal #5

Foster an environment where local governance is collaborative, transparent and fiscally sound

Exhibit 3

Research Findings

Question #1 – SWOT Analysis – Strengths of City

Department Heads*	Score
Geographic Location/Lakefront	6
Quality of Services	5
Fiscally Sound	5
Quality of Employees	4
Responsiveness to Citizens	4
Utility Infrastructure/Revenue	4
Great Employer/Leadership	4
Growth Oriented – Southern Expansion	2
Quality Parks	2

*Department Head Scores of 1 were not included

City Commission	Score
Geographic Location/Lakefront	4
Utility Infrastructure/Revenue	4
Fiscally Sound	2
Growth oriented – Southern Expansion	2
Responsiveness to Citizens	1
Lake-Sumter State College/Lake Tech	1
Partnership with the Villages	1
Small Businesses	1

Question #1 – SWOT Analysis – Weaknesses of City

Department Heads	Score
Pay & Classification	12
Lack of Strategic Direction	4
Older ERP Software	4
Homeless/Crime	3
Downtown Businesses	3
Quality of Economic Base	2
Traffic Congestion/Road Capacity	2
Growth Oriented – Southern Expansion	2
Quality Parks	2

City Commission	Score
Homeless/Crime	4
External Marketing/Communications	3
Traffic Congestion/Road Capacity	2
Quality of Economic Base	1
Internal Communications	1
Code Enforcement	1
Low % Homeownership/High % Rental	1
Reputation	1
Cost of Capital Projects	1
Lack of Commercial Land Use in South Leesburg	1

Question #1 – SWOT Analysis – Opportunities of City

Department Heads	Score
Boundary Expansion/Ability to Grow Revenue	6
Chain of Lakes/Lakefront	5
Sports Tourism	2
External Marketing/Communications	2

City Commission	Score
Boundary Expansion/Ability to grow Revenue	3
Economic Development/Job Creation	2
Sports Tourism	1
External Marketing/Communication	1
Medical Services District	1
Home Improvement Programs	1
Affordable/Workforce Housing	1
Chain of Lakes/Lakefront	1
Clean-up US 27 Corridor	1

Question #1 – SWOT Analysis – Threats of City

Department Heads	Score
Quality of Economic Base/Competitive Position	7
State Legislation	7
Ability to Recruit/Retain Employees	5
Quality of K-12 Schools	4
Not Prepared for Growth	3
Poverty Rate/Crime	3
Employee Safety in Buildings	3
City/County Relationship	2

City Commission	Score
State Legislation	3
Poverty/Crime Rate	1
U.S. 27 Appearance	1
Potable Water Consumptive Use Permit	1
Socioeconomic – Aging, Household Income	1
Internal Communication	1
Unnecessary Capital Spending	1

Question #2 – Top Priorities – Capital Projects

Department Heads	Score
Water/Wastewater Utility Expansion	6
Roads	4
License Plate Readers/Surveillance Cameras	2
Neighborhood Street Lights	2
Building/Facility Security	2
Electric Utility Expansion	2

City Commission	Score
Susan Street/Recreation Facilities	3
Sidewalks/Pedestrian Safety	1
Venue for Outdoor Performances	1
Downtown	1
Marina/Venetian Center Parking	1
Trails	1

Question #2 – Top Priorities – Capital Projects

Department Heads	Score
Sidewalks/Pedestrian Safety	1
EV Charging Stations	1
Public Safety Training Complex	1
Airport - Fuel Farm	1
Airport – New Hangers	1
South Leesburg Government Service Center	1
Pine Street Streetscape	1
New Electric Metering System - AMI	1

Question #2 – Top Priorities – Programs

Department Heads	Score	City Commission	Score
Lakefront Entertainment/Restaurants	5	Code Enforcement/Eliminate Blight	3
Affordable Housing	4	Traffic Operations (U.S. 27)	3
Downtown Business Recruitment	3	Citywide Beautification	2
Recreation Center/Youth Programs	2	Marketing/External Communications	1
Special Events/Sports Tourism	2	Lakefront Entertainment/Restaurants/Community Events	1
		Affordable Housing/Home Improvement	1
		Recreation Center/Youth Programs	1
		Special Events/Sports Tourism	1
		Transit	1
		Homeless/Crime Prevention	1
		Job Training/Summer Internships	1
		Building/Facility Security	1
		City/County Cooperation	1
		Electric Utility – Rate Recovery & Diversify Fuel Source	1

Question #2 – Top Priorities – Programs

Department Heads	Score	Department Heads	Score
Homeless/Crime Prevention	1	Water Consumptive Use Permit	1
Zoning Changes to Eliminate Concentration of Negative Businesses	1	Environmental Compliance (Utilities)	1
K-12 School Improvement	1	Job Training	1
CURE Program for Utility Services	1	Energy Audits	1
Low Income Exemption for Fire Assessment	1	Electric Bill Averaging	1
Transit	1	Update CRA Plans	1

Question #2 – Top Priorities – Internal Capacity

Department Heads	Score	City Commission	Score
Pay & Classification	10	Pay & Classification	5
Technology – ERP Software	6	Automated Customer Service "Out of Service" Notice for Electric Customers	1
External Communications/Marketing	5	Economic Development Plan	1
Employee Training	4	Employee Recognition Program	1
Strategic Plan	3		
Technology – Records Management System/Storage	3		
Building/Facility Maintenance	3		

Question #2 – Top Priorities – Internal Capacity

Department Heads	Score
Technology – WIFI Hotspots	1
Cell Phone Service for Inspectors	1
Tech. – Computer Aided Dispatch	1
Increase P & Z Fees	1

Question #3 – Top Priorities – Overall Priorities

Department Heads	Score	City Commission	Score
Pay & Classification	10	Pay & Classification/Employee Recognition	2
Water/WW Utility Expansion	6	Building/Facility Security	1
Technology – ERP Software	6	Job Training	1
Lakefront Entertainment/Restaurants	5	Transit – Elderly/Disabled	1
External Communications/Marketing	5	Downtown	1
Roads	4	Marina/Venetian Center Parking	1
Employee Training	4	Electric Utility Operations	1
Downtown Business Recruitment	3	Sports Tourism	1
Strategic Plan	3	Homeless/Crime Prevention	1
Technology – Records Mgmt./Storage	3	Trails/Recreation	1
Building/Facility Maintenance	3	Code Enforcement	1
Electric Utility Expansion	2	Automated "Out of Service" Notice	1
Recreation Center/Youth Programs	2		
Special Events/Sports Tourism	2		
Building/Facility Security	2		
License Plate Readers/Security Cameras	2		
Neighborhood Street Lighting	2		

Question #4 – Defining Success of Workshop

Department Heads	Score	City Commission	Score
Commission Consensus/Collaboration	10	Commission Consensus/Collaboration	2
Establish Clear Priorities	9	Establish Clear Priorities	2
Set Specific Goals & Measures of Achievement	7	Improve Communication	2
Empower/Trust Staff to Execute Commission Priorities	4	Recognize/Respect Difference of Opinion	1
		Focus on Overall City not Districts	1
		Set Specific Goals & Measures of Achievement	1
		Start of a Process	1

Department Heads N=16
City Commission N=5

Exhibit 4

Draft City Commission Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, REAFFIRMING THE MISSION AND VISION STATEMENT; ESTABLISHING GOALS FOR THE ORGANIZATION; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Mayor and City Commission originally adopted the Vision, Mission and Organizational Goals of the City of Leesburg through the Fiscal Year 2019 Budget Process (attached hereto and marked exhibit "A"); and,

WHEREAS, on Saturday, May 20, 2023, the Mayor and City Commission conducted a Vision Retreat whereby organizational goals were discussed and considered; and,

WHEREAS, the Mayor and City Commission collaborated with Levey Consulting, Department Directors and the City Manager to establish new priorities.

NOW THEREFORE, be it resolved by the Mayor and City Commission of the City of Leesburg, Florida, that the Mayor and City Commission do hereby establish, adopt and seek to accomplish the following:

1. **PURSUANT TO GOAL #1** of the City of Leesburg Vision, Mission and Organizational Goals Statement, the Mayor and City Commission seek to eliminate blight and stimulate growth by investing in neighborhood redevelopment, while also pursuing new economic opportunities by focusing on the following primary objective(s) and accomplishing the subset task(s):

OBJECTIVE - REDEVELOPMENT AND DEVELOPMENT

ASSOCIATED TASK(S):

- Update the City's Comprehensive Plan
- Modify and Better Promote the Home Rehabilitation Home Grant Program
- Modify and Better Promote the Façade, Sign and Landscape Grant Program
- Complete Pine Street Redevelopment Project
- Manage Development Entitlements to Improve Leesburg and the Lake County Region
- Leverage Leesburg International Airport to Promote Economic Investment
- Ensure Good Relationships with Other Local Governments and Regulatory Agencies

2. **PURSUANT TO GOAL #2** of the City of Leesburg Vision, Mission and Organizational Goals Statement, the Mayor and City Commission seek to lead the industry in providing high quality, low cost, customer driven utility services by focusing on the following primary objective(s) and accomplishing the subset task(s):

OBJECTIVE - INFRASTRUCTURE EXPANSION

ASSOCIATED TASK(S):

- Develop South Sewer Main By-Pass System
- Complete Turnpike WWTF Expansion to 6.0 MGD
- Modify Consumptive Use Permit to Accommodate Anticipated Growth
- Continue Partnership and Expansion with South Sumter Gas Company
- Plan/Develop Electric System Expansion and New Substation
- Investigate Options for Expiring Electric Metering Contract

OBJECTIVE - FACILITY UPGRADES

ASSOCIATED TASK(S):

- Research and Develop Security Plan for City Hall and LMSC

OBJECTIVE - MANAGING UTILITY USER FEES

ASSOCIATED TASK(S):

- Recoup Lost Revenue from Electric Fuel Cost Increases
- Work w/ FMPA to Ensure Low Cost Wholesale Power Costs
- Return Bulk Power Cost Adjustment to the Lowest Possible Rate As Soon As Practical
- Better Implement a Platform for Non-Resident Influence in Rate Making Policy

OBJECTIVE - TECHNOLOGY IMPROVEMENTS

ASSOCIATED TASK(S):

- Ensure Safety of All City Computer Systems
- Continue Seeking Expansion of Public Wi-Fi

3. **PURSUANT TO GOAL #3** of the City of Leesburg Vision, Mission and Organizational Goals, the Mayor and City Commission seek to deliver the highest level of professional public safety service that ensures security for Leesburg’s residents and businesses by focusing on the following primary objective(s) and accomplishing the subset task(s):

OBJECTIVE - PROVISIONS FOR INCREASED PUBLIC SAFETY

ASSOCIATED TASK(S):

- Enhance Patrol of Carver Heights Community
- Seek to Increase Leesburg Police Department to 90 Sworn Officers
- Plan Fire Services Expansion as South Leesburg Develops

4. **PURSUANT TO GOAL #4** of the City of Leesburg Vision, Mission and Organizational Goals Statement, the Mayor and City Commission seek to utilize Leesburg’s natural resources and slogan as the “Lakefront City” to enhance recreation and leisure amenities by focusing on the following primary objective(s) and accomplishing the subset task(s):

OBJECTIVE - SPORTS TOURISM

ASSOCIATED TASK(S):

- Develop Susan Street Sports Complex as a “Rectangle Fields” Attraction
- Develop Sleepy Hollow Sports Complex as a Marque “Diamond Fields” Attraction
- Renovate the Venetian Cove Marina
- Invest in Trail Enhancements that Connect Leesburg to the Central Florida Region
- Seek Commercial, Parking and Recreational Opportunities at Venetian Gardens

OBJECTIVE – MARKETING

ASSOCIATED TASK(S):

- Contemplate Ways to Better Promote Organizational Accomplishments

5. **PURSUANT TO GOAL #5** of the City of Leesburg Vision, Mission and Organizational Goals Statement, the Mayor and City Commission seek to foster an environment where local governance is collaborative, transparent and fiscally sound by focusing on the following primary objective(s) and accomplishing the subset task(s):

OBJECTIVE - PAY CLASSIFICATION SYSTEM

ASSOCIATED TASK(S):

- Provide Regionally Competitive Employee Benefits and Wages

OBJECTIVE - CONTINUALLY ENSURE PUBLIC TRUST WITH RESPECT TO FIDUCIARY DUTIES

ASSOCIATED TASK(S):

- Maintain Strong Reserve Levels
- Collect and Set Reasonable Fees, User Charges and Tax Levels
- Provide Clear and Accurate Records, which are Easily Accessible to the Public

RESOLUTION NO. _____

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OBJECTIVE - FACILITY UPGRADES

ASSOCIATED TASK(S):

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OBJECTIVE - MANAGING UTILITY USER FEES

ASSOCIATED TASK(S):

- Recoup Lost Revenue from Electric Fuel Cost Increases
- Work w/ FMPA to Ensure Low Cost Wholesale Power Costs
- Return Bulk Power Cost Adjustment to the Lowest Possible Rate As Soon As Practical
- Better Implement a Platform for Non-Resident Influence in Rate Making Policy

OBJECTIVE - TECHNOLOGY IMPROVEMENTS

ASSOCIATED TASK(S):

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- Continue Seeking Expansion of Public Wi-Fi

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ASSOCIATED TASK(S):

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- Seek to Increase Leesburg Police Department to 90 Sworn Officers
- Plan Fire Services Expansion as South Leesburg Develops

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- Develop Sleepy Hollow Sports Complex as a Marque "Diamond Fields" Attraction
- Renovate the Venetian Cove Marina

- Invest in Trail Enhancements that Connect Leesburg to the Central Florida Region
- Seek Commercial, Parking and Recreational Opportunities at Venetian Gardens

OBJECTIVE – MARKETING

ASSOCIATED TASK(S):

- Contemplate Ways to Better Promote Organizational Accomplishments

5. **PURSUANT TO GOAL #5** of the City of Leesburg Vision, Mission and Organizational Goals Statement, the Mayor and City Commission seek to foster an environment where local governance is collaborative, transparent and fiscally sound by focusing on the following primary objective(s) and accomplishing the subset task(s):

OBJECTIVE - PAY CLASSIFICATION SYSTEM

ASSOCIATED TASK(S):

- Provide Regionally Competitive Employee Benefits and Wages

OBJECTIVE - CONTINUALLY ENSURE PUBLIC TRUST WITH RESPECT TO FIDUCIARY DUTIES

ASSOCIATED TASK(S):

- Maintain Strong Reserve Levels
- Collect and Set Reasonable Fees, User Charges and Tax Levels
- Provide Clear and Accurate Records, which are Easily Accessible to the Public

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 12th day of June 2023.

Mayor

ATTEST:

City Clerk

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.C.2.

Meeting Date: June 12, 2023

From: Al Minner, (City Manager)

Subject: City Manager Presentation of FY '24 Wage Proposal

Staff Recommendation:

Non-action item

Analysis:

The City manager will provide a brief report as items 6.C. 3-6 all have current and financial impacts for the fourth quarter of FY 23 and for FY 24.

Procurement Analysis:

Options:

Fiscal Impact:

COL/PBA/IAFF – FY 24 Proposal



1. FY 24 – Salary and Wage Priorities
2. Ensure Competitive Wages for All Employees
 - A. PBA, IAFF, General Employees
3. Completed a Comprehensive Regional Salary Survey of All Positions
4. Results of the Survey Are:
 - A. Increase Starting Wages for general Employees to \$15/Hour –Compression
 - B. Increase Police Officer Entry Wages –Compression
 - C. Address IAFF Wages – Slightly Below Survey

PBA Proposal



1. Increase Starting Officer Pay to \$60,000 (16% Increase)
2. All Officers Receive 16% Increase
3. 72 Officers Programed
 - A. 4 Positions Remain Frozen Until FY 25
 - B. 3 Positions Remain Frozen Until April 2024
 - C. Long Range Goal to Add More Officers in FY 25 or FY 26
 - D. Goal is to Build Total Sworn Officers to 90 – Funded with New Villages Property Taxes

IAFF Proposal



1. 5% Across the Board
2. All Hours Worked Adjustment
3. Increase Paramedic Incentive to \$13,000

General Employees Proposal



1. Increase All Starting Wages to \$15.00/Hour
2. Modify All Pay Ranges from 112 – 142
 - A. Pay Grade 112 Starts at \$15/Hour w/ 4% Steps Through Pay Grade 142
3. All Employee Wages Based on Bottom of Position Pay Grade with Longevity Bonus of 1% of Wage Per Every Years of Service in Current Position; or;
4. 5% Whichever Is Greater

Wage Implementation Proposal



1. Initial Proposal Presented to Commission at May 24, 2023 Regular Meeting
2. Overall Cost is an 11% Increase
3. Implement Wage Increase Starting July 1, 2023, with Next Round of Wage Increases being Considered for October 1, 2024 (No Wage Increases October 1, 2023)
4. Enterprise & General Funds Ability to Absorb Increase for the 4th Quarter of FY 23

Financing New Wages in FY 24



1. Enterprise Funds Will Absorb Wage Increase with Annual CPI Increase Pursuant to SOP
2. No Electric Rate Increase
3. General Fund (Based on June Estimates from Property Appraiser)
 - a) Increase Fire Assessment Fee to \$165/ERU (Current Fee \$87/ERU)
 - b) Decrease Property Tax Millage to 3.425 (Current Millage Rate 4.0192)
4. This Proposal:
 - a) Isolates Fire Service Cost to Assessment
 - b) Eliminates the “Delta” To the Villages Fire District
 - c) Allows New Village Growth Tax Revenue to be Used for New Programming
 - i. Increase Police Service
 - ii. Decrease Enterprise Fund Surcharges
 - iii. Capital Improvement Projects

June 1 Assessed Value Report



Items to Consider

- 23% Growth
- Final Numbers for TIF Districts
- Still Areas In GF to Reduce
- Reasonable Assumption for 4th Quarter

General Fund Revenues			
	ADOPTED FY 22-23 4.0192 Mills	PROPOSED FY 23-24 4.0192 Mills DOUBLE FIRE ASSESSMENT	PROPOSED FY 23-24 3.4250 Mills DOUBLE FIRE ASSESSMENT
Taxes	11,324,025	13,017,374	11,838,134
Licenses and Permits	2,162,000	3,441,780	3,441,780
Intergovernmental	3,342,640	3,629,996	3,629,996
Charges for Services	1,242,418	1,369,885	1,369,885
Fines & Forfeits	171,750	165,750	165,750
Misc Revenues	1,005,452	1,119,530	1,119,530
Other Sources/Transfers	11,140,636	11,271,621	11,271,621
Total	30,388,921	34,015,936	32,836,696
General Fund Expenses			
	ADOPTED FY 22-23	PROPOSED FY 23-24	PROPOSED FY 23-24
City Commission	42,455	53,033	53,033
Public Outreach	220,812	233,133	233,133
City Manager	80,954	84,790	84,790
City Clerk	58,534	66,200	66,200
City Attorney	85,075	117,784	117,784
Miscellaneous	1,833,809	1,815,540	1,815,540
Accounting	128,554	136,619	136,619
Customer Service	47,382	100,869	100,869
Purchasing	105,665	99,207	99,207
Warehouse	23,631	19,581	19,581
Human Resources	295,007	352,506	352,506
IT	384,396	385,305	385,305
GIS	41,091	47,303	47,303
Police	10,812,594	12,160,848	12,160,848
Fire	6,848,635	7,153,828	7,153,828
PW Streets	1,316,801	1,310,205	1,310,205
PW Facilities	1,450,685	1,578,926	1,578,926
PW Grounds	1,631,380	1,713,364	1,713,364
PW Admin	120,732	129,754	129,754
Planning & Zoning	339,165	228,906	228,906
Housing	240,628	220,411	220,411
Library	1,781,842	2,043,204	2,043,204
Rec Programs	1,927,316	2,061,782	2,061,782
Rec Aquatics	254,137	280,131	280,131
Rec Marina	317,641	443,467	443,467
Total	30,388,921	32,836,696	32,836,696
Excess	-	1,179,240	-

Potential for Modest Increase in Residential Taxation



ITEM	FISCAL YEAR 2023	FISCAL YEAR 2024
AVERAGE HOME VALUE	\$ 200,000	\$ 206,000
EXEMPTIONS	\$ 50,000	\$ 50,000
TAXABLE VALUE	\$ 150,000	\$ 156,000
MILLAGE RATE	4.0192	3.4250
PROPERTY TAXES	\$ 602.88	\$ 534.30
FIRE ASSESSMENT	\$ 87.00	\$ 165.00
TOTAL TAXES AND ASSESSMENTS	\$ 689.88	\$ 699.30
		1.37%

Village's Growth for FY 25



AVERAGE TAXABLE VALUE	MILLAGE RATE	COL TAX REVENUE
\$ 300,000	3.4250	\$ 1,028
NUMBER OF HOMES	TOTAL TAXABLE VALUE	COL EST. TOTAL REVENUE
3,234	\$ 970,200,000	\$ 3,322,935

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.C.3.

Meeting Date: June 12, 2023

From: Al Minner, (City Manager)

Subject: Resolution of the City Commission of the City of Leesburg, Florida relating to the provision of Fire Protection Services, Facilities and Programs in the City of Leesburg, Florida; Imposing Fire Protection Assessments against assessed property located within the City for the Fiscal Year beginning October 1, 2023; Approving the Rate of Assessment; Approving the Assessment Roll; and providing an effective date.

Staff Recommendation:

Approve the resolution relating to the provision of Fire Protection Services for the Fiscal Year beginning October 1, 2023.

Analysis:

In 2015, the City Commission established a Fire Protection Assessment for fire protection services, facilities and programs against Assessed Property located within the City. In 2020, the City updated the fire assessment program. The attached resolution doubles the rates from Fiscal Year 2022-23 for the Fiscal Year beginning October 1, 2023. The estimated amount to be collected in Fiscal Year 2023-24 is \$2,900,000 after any buy downs (i.e. Church properties). Below is the Fire Protection Rate Schedule:

Residential Property Use

<u>Categories</u>	<u>Rate Per Dwelling Unit</u>
Residential	\$165.00

Non-Residential Property Use

<u>Categories</u>	<u>Rate Per Square Foot</u>
Commercial	\$0.09
Industrial/Warehouse	\$0.04
Institutional	\$0.28
Church	\$0.06

The Fire Protection Assessment Ordinance provides for certain exemptions for the following categories of property:

- a. Homesteaded, owner occupied residential parcels owned by Low Income Persons as defined in the Ordinance;

- b. Mobile Home Park and Residential Vehicle Park properties, in accordance with an occupancy formula specified in the Ordinance; and
- c. Wholly tax-exempt Church property used primarily for religious purposes

Those seeking an exemption under categories (a) and (b) above must file an annual written application on the form provided by the City, with such information as is required by the Ordinance, no later than May 1 of each year. Failure to file an application by the deadline shall be a complete waiver of the exemption of that Fiscal Year. Any new churches seeking an exemption under category (c) above must file a written application the first year the exemption is sought, after which the exemption will continue unless there is a change in the use of the property. City administrators shall apply eligibility for an exemption based on the information provided by the applicant.

Both the fire protection service non-ad valorem assessment and the ad valorem taxes will be collected on the ad valorem tax bill mailed each November. Failure to pay the assessments will cause a tax certificate to be issued against the property which may result in a loss of title.

Procurement Analysis:

N/A

Options:

1. Approve the attached resolution relating to the provision of Fire Protection Services for the Fiscal Year beginning October 1, 2023; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

This resolution will generate up to approximately \$2,900,000 in Fire Protection Revenue.
Account No. 001-0000-325-2xxx

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
LEESBURG, FLORIDA, RELATING TO THE PROVISION OF
FIRE PROTECTION SERVICES, FACILITIES AND PROGRAMS
IN THE CITY OF LEESBURG, FLORIDA; IMPOSING FIRE
PROTECTION ASSESSMENTS AGAINST ASSESSED PROPERTY
LOCATED WITHIN THE CITY FOR THE FISCAL YEAR
BEGINNING OCTOBER 1, 2023; APPROVING THE RATE OF
ASSESSMENT; APPROVING THE ASSESSMENT ROLL; AND
PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, The City Commission of Leesburg, Florida (the “City Commission”), has enacted Ordinance No. 2015-10 (the “Ordinance”), which authorizes the imposition of Fire Protection Assessments for fire protection services, facilities, and programs against Assessed Property located within the City;

WHEREAS, the imposition of a Fire Protection Assessment for fire protection services, facilities, and programs each fiscal year is an equitable and efficient method of allocating and apportioning the Fire Protection Assessed Cost among parcels of Assessed Property;

WHEREAS, the City Commission desires to implement a fire protection assessment program in the City using the procedures provided by the Ordinance, including the tax bill collection method for the Fiscal Year beginning on October 1, 2023;

WHEREAS, the City Commission, on June 8, 2020, adopted an Amended and Restated Initial Resolution No. 10,660, (the “Initial Assessment Resolution”);

WHEREAS, the City Commission on September 14, 2020, adopted an Amended and Restated Final Assessment Resolution, Resolution No. 10,714, (the “Final Assessment Resolution”);

WHEREAS, the Initial Assessment Resolution contains and references a brief and general description of the fire protection services, facilities, and programs to be provided to Assessed Property; describes the method of apportioning the Fire Protection Assessed Cost to compute the Fire Protection Assessment for fire protection services, facilities, and programs against Assessed Property; estimates rates of assessment; and directs the updating and preparation of the Assessment Roll and provision of the notice required by the Ordinance;

WHEREAS, in order to impose Fire Protection Assessments for the Fiscal Year beginning October 1, 2023, the Ordinance requires the City Commission to adopt a Preliminary Assessment Resolution, commencing the process of updating the assessment roll, and re-imposing Fire Protection Assessments for the Fiscal Year beginning October 1, 2023. **WHEREAS,** notice of a public hearing has been given as required by Florida law and the terms of the Ordinance, which provides notice to all interested persons of an opportunity to be heard; and

WHEREAS, a public hearing was scheduled for, and held on, June 12, 2023, and comments and objections of all interested persons have been heard and considered as required by law and the terms of the Ordinance.

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

SECTION 1. **AUTHORITY.** This resolution is adopted pursuant to Ordinance No. 2015-10; Resolution Nos. 10,660 and 10714; Article VIII, Section 2, Florida Constitution; Sections 166.021 and 166.041, Florida Statutes, and other applicable provisions of law.

SECTION 2. **DEFINITIONS AND INTERPRETATION.** This Resolution constitutes the Preliminary Assessment Resolution as defined in the Ordinance. All capitalized terms in this Resolution shall have the meanings defined in the Ordinance and the Initial Assessment Resolution.

SECTION 3. **IMPOSITION OF FIRE PROTECTION ASSESSMENTS.**

(A) The parcels of Assessed Property described in the Assessment Roll, which the City Manager is directed to prepare or cause to be prepared for the fiscal year beginning October 1, 2023, are found to be specially benefited by the provision of the fire protection services, facilities, and programs described or referenced in the Initial Assessment Resolution, in the amount of the Fire Protection Assessment to be set forth in the Assessment Roll and approved by subsequent Resolution. It is hereby ascertained, determined and declared that each parcel of Assessed Property within the City will be specially benefited by the City's provision of fire protection services, facilities, and programs in an amount not less than the Fire Protection Assessment for such parcel, computed in the manner set forth in the Initial Assessment Resolution. Adoption of an Annual Assessment Resolution will constitute a legislative determination that all parcels assessed derive a special benefit in a manner consistent with the legislative declarations, determinations and findings as set forth in the Ordinance, the Initial Assessment Resolution, and the Final Assessment Resolution from the fire protection services, facilities, or programs to be provided and a legislative determination that the Fire Protection Assessments are fairly and reasonably apportioned among the properties that receive the special benefit as set forth in this Preliminary Assessment Resolution.

(B) The method for computing Fire Protection Assessments described and referenced in the Initial Assessment Resolution, and the Parcel Apportionment methodology described in Appendix E of the Initial Assessment Resolution and adopted in Section 9 of the Initial Assessment Resolution, are hereby approved for use in the fiscal year beginning October 1, 2023.

(C) For the Fiscal Year beginning October 1, 2023, the estimated Fire Protection Assessed Cost to be assessed is \$2,900,000 The Fire Protection Assessments to be assessed and apportioned among benefited parcels pursuant to the Cost Apportionment and Parcel Apportionment to generate the estimated Fire Protection Assessed Cost for the Fiscal Year commencing October 1, 2023, are hereby established as follows:

Residential Property Use Categories

Rate Per Dwelling Unit

Residential

\$165.00

**Non-Residential Property Use
Categories**

Rate Per Square Foot

Commercial

\$0.09

Industrial/Warehouse

\$0.04

Institutional

\$0.28

Church

\$0.06

(D) The above rates of assessment are hereby approved. Fire Protection Assessments for fire protection services, facilities, and programs in the amounts set forth in the Assessment Roll to be approved by subsequent Resolution, are levied and imposed on all parcels of Assessed Property to be described in such Assessment Roll for the Fiscal Year beginning October 1, 2023.

(E) Exemptions shall be afforded certain classifications of property as provided in Section 10-45 of the Ordinance. All property not specifically exempted, in whole or in part, shall be liable for payment of Fire Protection Assessments.

(F) As authorized in Section 10-46 of the Ordinance, interim Fire Protection Assessments are also levied and imposed against all property for which a Certificate of Occupancy is issued after adoption of a Final Assessment Resolution, based upon the rates of assessment approved herein.

(G) Any shortfall in the expected Fire Protection Assessment proceeds due to any reduction or exemption from payment of the Fire Protection Assessments required by law, or authorized by Section 10-45 of the Ordinance, shall be supplemented by any legally available funds, or combinations of such funds, and shall not be paid for by proceeds or funds derived from the Fire Protection Assessments.

(H) Fire Protection Assessments shall constitute a lien upon the Assessed Property so assessed equal in rank and dignity with the liens of all state, county, district or municipal taxes and other non-ad valorem assessments. Except as otherwise provided by law, such lien shall be superior in dignity to all other liens, titles and claims, until paid.

(I) The Assessment Roll, once approved, together with the correction of any errors or omissions as provided for in Ordinance 2015-10, shall be delivered to the Tax Collector for collection using the tax bill collection method in the manner prescribed by the Ordinance. The Assessment Roll, as delivered to the Tax Collector, shall be accompanied by a Certificate to Non-Ad Valorem Assessment Roll.

SECTION 4. PUBLIC HEARING ON FINAL ASSESSMENT RESOLUTION.
Consistent with this Resolution, the Ordinance, and the Initial Rate Resolution, the City Manager shall schedule a public hearing for consideration of adoption of an Annual Assessment Resolution for the fiscal year beginning October 1, 2023. The City Manager shall cause due notice, and notice to all owners of the Assessed Property, to be given and published as to such public hearing, in the

manner required by Florida law, the Ordinance, and the Initial Rate Resolution. The public hearing is tentatively scheduled for September 14, 2023, at 5:30 p.m., at the Leesburg City Hall, 501 W. Meadow St., Leesburg, Florida 34748. At that time, the City Commission will hear comments from the public and affected property owners, and consider adoption of the Annual Assessment Resolution to re-impose Fire Protection Assessments on all non-exempt Assessed Property, to be collected on the same tax bill as ad valorem taxes.

SECTION 5. **NOTICE BY PUBLICATION**. The City Manager shall publish a notice of public hearing authorized by Section 4 hereof in the manner and time provided in the Ordinance. The notice shall be published no later than **August 24, 2023**, in substantially the form attached hereto as Appendix A.

SECTION 6. **NOTICE BY MAIL**. The City Manager shall also provide notice by first class mail to the owner of each parcel of assessed property in the event circumstances described in the Ordinance so require. Such notices shall be mailed no later than August 16, 2023. If the City determines that the truth-in-millage ("TRIM") notice that is mailed by the Property Appraiser under Section 200.069, Florida Statutes, also fulfills the requirements of this section, then the separate mailing requirement will be deemed to be fulfilled by the TRIM notice.

SECTION 7. **EFFECT OF ADOPTION OF RESOLUTION**. The adoption of an Annual Assessment Resolution shall constitute final adjudication of the issues presented (including, but not limited to, the determination of special benefit and fair apportionment to the Assessed Property, the method of apportionment and assessment, the rate of assessment, the Assessment Roll and the levy and lien of the Fire Protection Assessments), unless proper steps shall be initiated in a court of competent jurisdiction to secure relief within 20 days from the date of the adopted Final Assessment Resolution.

SECTION 8. **SEVERABILITY**. If any clause, section or other part of this Resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered as eliminated and in no way effecting the validity of the other provisions of this Resolution.

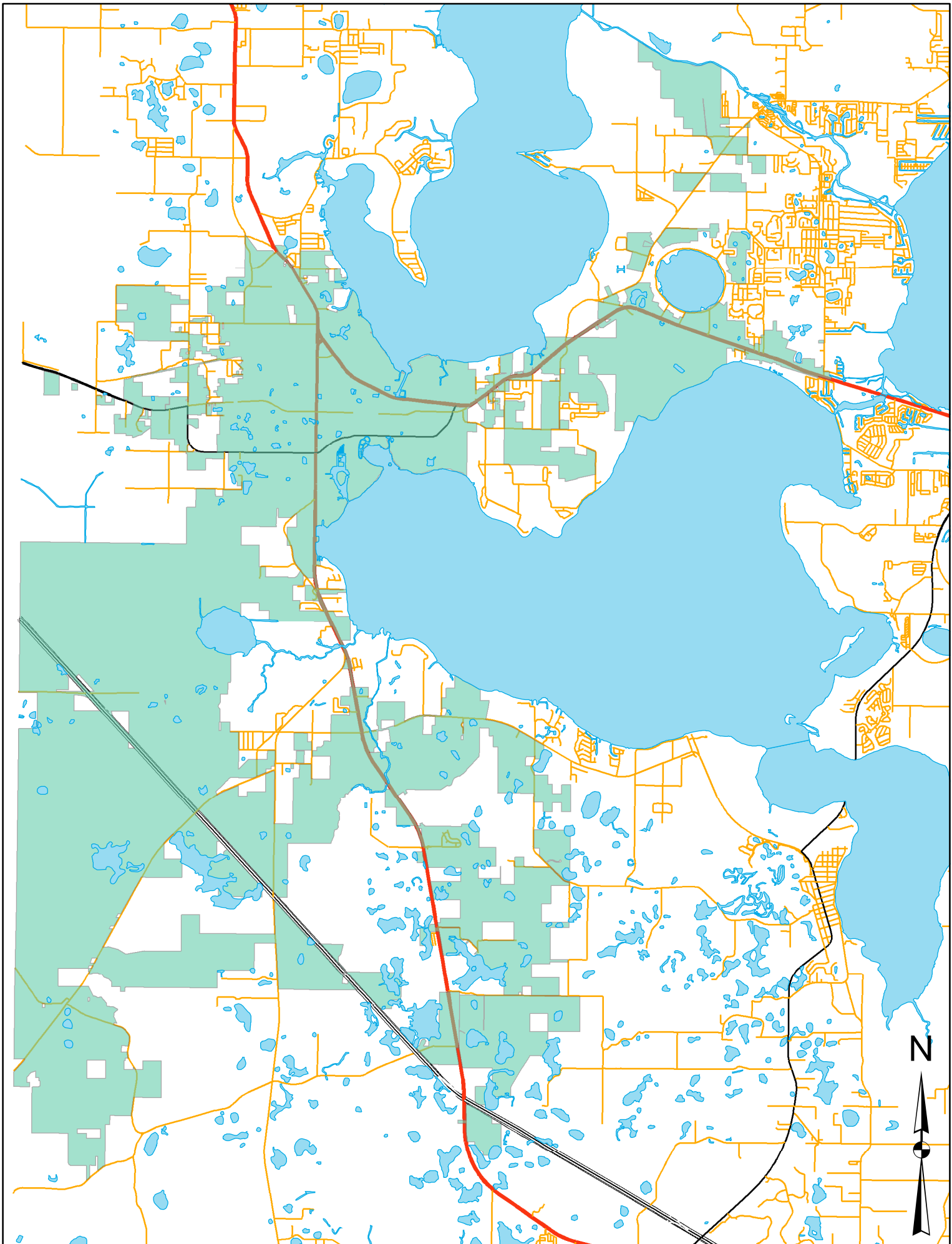
SECTION 9. **EFFECTIVE DATE**. This Resolution shall take effect immediately upon its passage and adoption in accordance with law.

PASSED AND ADOPTED at the regular meeting of the Leesburg City Commission held on the 12th day of June 2023.

THE CITY OF LEESBURG, FLORIDA

BY: _____
Mike Pederson, Mayor

Attest: _____
ANDI PURVIS, City Clerk



**Geographical
Information Systems**

204 N. 5th Street
Leesburg, FL 34748
Ph. 352.728.9786
Fx. 352.326.6634
www.leesburgflorida.gov

City Boundary

DATE: 6/5/2023

Compiled by: M. Andrews

Approved by: B. McDaniel

DISCLAIMER: The data displayed on this map are from a variety of sources. This map is not a survey and should only be used for planning purposes. The information on this map is provided in an "as is" condition. For further information, contact the City of Leesburg, GIS Division at (352) 728-9786.

**NOTICE OF HEARING TO IMPOSE AND PROVIDE FOR COLLECTION
OF FIRE PROTECTION SPECIAL ASSESSMENTS**

Notice is hereby given that the City Commission of the City of Leesburg will conduct a public hearing to consider the imposition of annual fire protection special assessments for the provision of fire protection services within the municipal boundaries of the City of Leesburg.

The hearing will be held at 5:30 p.m. on September 14, 2023 at Leesburg City Hall, 501 W. Meadow St., Leesburg, Florida, 34748 for the purpose of receiving public comment on the proposed assessments. All affected property owners have a right to appear at the hearing and to file written objections with the City Commission within 20 days of this notice. If a person decides to appeal any decision made by the City Commission with respect to any matter considered at the hearing, such person will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made. In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in this proceeding should contact Mrs. J. Andi Purvis, City Clerk, at (352) 728 – 9786, at least seven days prior to the date of the hearing.

The assessment for each parcel of property will be based upon each parcel's classification and the total number of billing units attributed to that parcel. The following table reflects the proposed fire protection assessment rate schedule:

Residential Property Use Category	Rate Per Dwelling Unit
Residential	\$165.00
Non-Residential Property Use Categories	Rate Per Square Foot
Commercial	\$0.09
Industrial/Warehouse	\$0.04
Institutional	\$0.28
Church	\$0.06

The Fire Protection Assessment Ordinance provides for certain exemptions for the following categories of property:

- a. Homesteaded, owner occupied residential parcels owned by Low Income Persons as defined in the Ordinance;
- b. Mobile Home Park and Recreational Vehicle Park properties, in accordance with an occupancy formula specified in the Ordinance.
- c. Wholly tax-exempt Church property used primarily for religious purposes.
- d. Exemptions are available only to property owners who timely filed a written application for exemption or who are otherwise entitled to an exemption under the Fire Protection Assessment Ordinance. Failure to file an application by the deadline shall be a complete waiver of the exemption for fiscal year 2023-24. Those seeking an exemption under category (c) above must file the

referenced application in the first year the exemption is sought, after which the exemption will continue unless there is a change in the use of the property. The City Administrator determines eligibility for an exemption based on the information provided by the applicant.

Copies of the Fire Protection Assessment Ordinance, the Initial Assessment Resolution and the preliminary Assessment Roll are available for inspection at the City Clerk's Office, City Hall, located at 501 West Meadow Street, Leesburg, Florida 34748.

The fire protection service non-ad valorem assessment will be collected on the ad valorem tax bill to be mailed in November, 2023. Failure to pay the assessments will cause a tax certificate to be issued against the property which may result in a loss of title.

If you have any questions, please contact the City at (352) 728-9783, Monday through Friday between 9:00 a.m. and 4:30 p.m.

{PLEASE INSERT CITY OF LEESBURG MAP HERE}

CITY COMMISSION
CITY OF LEESBURG, FLORIDA

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.C.4.

Meeting Date: June 12, 2023

From: Al Minner, (City Manager)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, authorizing the ratification of the Collective Bargaining Agreement with the Florida Police Benevolent Associations, Inc. for Officers/Detectives and Corporals/Sergeants; and providing an effective date.

Staff Recommendation:

Staff recommends ratification of the Collective Bargaining Agreement.

Analysis:

Tentative agreements have been reached with the Florida Police Benevolent Association, Inc. for both the Officers/Detectives and Corporals/Sergeants units. The union membership has ratified the tentative agreement. The next step in the CBA process is for the Commission to ratify the tentative agreement.

Assuming approval by the City Commission, the agreement will be effective from October 1, 2023 until September 30, 2026. Beyond September 30, 2026, the terms become "status quo" until a new agreement is reached. The City is obligated to continue the bargaining process.

Modifications to the existing contract have been underlined in the attached document. Most notable changes are as follows:

- Article 12 – Off-Duty Detail Pay will increase by \$10 due to the other changes in pay that will transpire in the new agreement.
- Article 32 – The maximum reimbursement for prescription eyewear shall increase by \$100.
- Article 34 – Pay increases for existing union members shall be 16% for FY 23-24 with an opening for FY 24-25 and FY 25-26. The entry level pay shall increase approximately 18%.
- The City and the Association agree that for the FY 24-25 and FY 25-26, each party has the right to reopen up to one (1) article in addition to Article 34.

Procurement Analysis:

N/A

Options:

1. Adopt Resolution Ratifying Ratify the Collective Bargaining Agreement with the Police Benevolent Association as presented; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

Part 1 Fourth Quarter FY 23 - Approximately \$450,000 will be required to implement the CBA in FY 23. Funds are available in the existing budget from position vacancies.

Part 2 FY 24 - The proposed agreement represents a 16% increase to salaries in the first year of the agreement, the City manager has proposed a modification to FY 24 revenues with fire assessment increases and a potential property tax reduction.

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA, AUTHORIZING THE RATIFICATION OF THE COLLECTIVE
BARGAINING AGREEMENT WITH THE FLORIDA POLICE BENEVOLENT
ASSOCIATIONS, INC. FOR OFFICERS/DETECTIVES AND
CORPORALS/SERGEANTS; AND PROVIDING AN EFFECTIVE DATE.**

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

THAT an Agreement has been reached with the Florida Police Benevolent Association, Inc. for both the Officers/Detectives and Corporals/Sergeants units.

THAT the Union Membership has approved the Agreement, and

THAT this Agreement is hereby Ratified and Accepted by the City of Leesburg, and

THAT the Mayor and City Clerk are hereby authorized to execute the agreement on behalf of the City.

THAT this resolution shall become effective October 1, 2023.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held the 12th day of June 2023.

Mayor

ATTEST:

City Clerk

**Agreement Between the Florida Police Benevolent Association
and the City of Leesburg**

The Florida Police Benevolent Association (on behalf of the Police Officers, Senior Police Officers, Detectives, Senior Detectives, Corporals and Sergeants Collective Bargaining Unit) and the City of Leesburg, hereby mutually agree that the following Articles of the Collective Bargaining Agreement (2020-2023) will not contain any changes and will remain status quo for the Collective Bargaining Agreement in effect from 2023 – 2026:

Article 1 – Recognition

Article 2 – Association Dues

Article 3 – Non-Discrimination

Article 4 – Gender

Article 5 – Probationary Period

Article 6 – Association Representation and Activities

Article 7 – Hours of Work and Overtime Compensation

Article 8 – Seniority

Article 10 – Job Related Medical Leave of Absence

Article 11 – Physical Examinations

Article 13 – Educational Leave

Article 14 – Educational Supplemental Compensation

Article 15 – Insurance

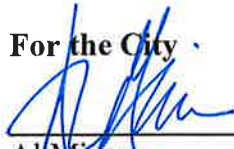
Article 16 – Paid Time Off

Article 17 - Holidays

Article 18 – Outside Employment

Article 19 – Legal Proceedings

For the City



Al Minner
City Manager

5/16/23

Date

For PBA



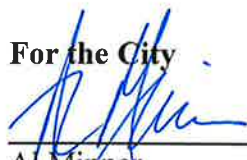
David Tuck
PBA's Labor Negotiator

5/16/23

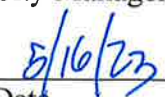
Date

Article 20 – Safety and Health
Article 21 – Employee Rights
Article 22 – Management Rights
Article 23 – Grievance and Arbitration Procedure
Article 24 – Drug Testing
Article 25 – Work Rules
Article 26 – Reproduction of Agreement
Article 27 – Notice
Article 28 – Savings
Article 29 – No Strike
Article 30 – Funeral Leave
Article 31 – Pension Trust Fund
Article 33 – Military Leave

For the City



Al Minner
City Manager



Date

For PBA



David Tuck
PBA's Labor Negotiator



Date

PREAMBLE

THIS AGREEMENT is executed this 1st day of October, 2023, day of , 2020, between CITY OF LEESBURG, FLORIDA (hereinafter called the "City"), and FLORIDA POLICE BENEVOLENT ASSOCIATION, INC. (hereinafter called the "Association" or "PBA").

T/A 5/16/2023
 5/16/23

T.A. 5/16/23

ARTICLE 9
INTERNAL INVESTIGATIONS

9.1 The parties recognize that the security of the City and its citizens depends to a great extent upon the manner in which employees covered by this Agreement perform their various duties. Further, the parties recognize that the performance of such duties involves those employees in all manner of contacts and relationships with the public and out of such contacts and relationships with the public, questions may arise, or complaints may be made concerning the actions of employees covered by this Agreement. Investigations of such questions and complaints must necessarily be conducted by, or under the direction of, Police Department supervisory officials whose primary concern must be the security of the City and the preservation of the public interest. Unit members shall be disciplined for violations of City and Police Department's published rules or lawful orders, in accordance with Florida Statute 447.209.

9.2 In order to maintain the security of the City and protect the interest of its citizens, the parties agree that the City must have the right to conduct investigation of citizens' complaints and matters of internal security; provided, however, that any investigative interrogation of any employee covered by this Agreement relative to a citizen's complaint and/or matter of internal security shall be conducted pursuant to law, as established by Florida Statute, 112.531 et seq., commonly referred to as "The Law Enforcement Officers' Bill of Rights," as such law exists and/or may be amended.

9.3 No allegation of a violation or violations of The Law Enforcement Officers' Bill of Rights shall be subject to the Grievance and Arbitration Procedure of this Agreement.

9.4 Unit members shall be given advanced notice of any pending internal affairs interview. Unit members shall be afforded a ~~minimum of twenty-four (24) hours' notice~~ reasonable opportunity and granted the opportunity to notify his PBA representative and secure representation prior to questioning in an internal affairs investigation. The unit member under investigation shall be allowed to bring his PBA representative, or attorney, or a person of his choosing to be present at any meeting in which the unit member may be subject to suspension, demotion, or termination. Nothing in this section is to be construed as a limitation on the ability of the City to require the unit member to provide general information concerning a crime. A unit member being interviewed as a witness only, shall be so informed and should he become a subject or target of the investigation, he shall be immediately informed and shall be provided the same rights as provided in 9.3.

T.A.
5/10/23

T.A. / 
5/10/23

T.A. / 5/10/23
[Signature]

ARTICLE 12
OFF-DUTY DETAIL PAY

12.1 Unit employees may, solely at their option, agree to be employed on special details by separate or independent employers in law enforcement or related activities. The City will facilitate such employment of such employees by separate and independent employers (outside vendors). Compensation paid to such employees by such separate and independent employers shall be:

12.1:1 Minimum Rates – The minimum hourly rate charged off-duty vendors shall be ~~forty dollars (\$40)~~ fifty-five dollars (\$55) net for unit employees not working the off-duty detail as a supervisor and ~~forty-five dollars (\$45)~~ sixty dollars (\$60) net for unit employees working the off-duty detail in the capacity of a supervisor. In the event that the detail involves the serving or consuming of alcoholic beverages, a five-dollar (\$5) premium shall be added to the above wage rates.

12.1:2 Holidays – The minimum hourly rate charged off-duty vendors for the following nine (9) holidays shall be ~~fifty dollars (\$50)~~ sixty-five dollars (\$65) net for unit members not working the off-duty detail as a supervisor and ~~fifty-five dollars (\$55)~~ seventy dollars (\$70) net for unit members working the off-duty detail in the capacity of a supervisor. In the event that the detail involves the serving or consuming of alcoholic beverages, a five-dollar (\$5) premium shall be added to the above wage rates.

The named holidays are: 1) New Year's Day; 2) Martin Luther King, Jr. Day 3) Memorial Day; 3 4) Easter; 4-5) Independence Day; 5 6) Labor Day; 6 7) Veteran's Day 8) Thanksgiving Day; 9) Day After Thanksgiving 7 10) Christmas Eve; 8 11) Christmas Day; and 9 12) New Year's Eve.

12.1:3 Outside vendors shall pay the City who will in turn pay the unit member(s) in the next pay period in which the City received the vendor's payment but not more than two (2) pay periods after the unit member has worked the off-duty detail.

12.1:4 With the approval of police management, unit members will be allowed to work law enforcement-related off-duty details outside of the City's jurisdiction and shall be paid the same rate as other law enforcement personnel working the same detail.

12.2 The City may offer special events, which are City sponsored events and paid by the City. The Police Department, from time-to-time, may post special details that may be filled by off-duty unit members. Unit members will be paid at the rate of one and one-half (1 ½) times the employee's current hourly rate of pay, with a three (3) hour minimum for special events. This does not apply to officers working their regular scheduled shift, regardless of duty assignment.

12.2:1 For the purpose of this section, pre-approved PTO shall count as actual hours worked for the purpose of calculating overtime compensation under the Fair Labor Standards Act, as is indicated in Article 7.

12.3 All open events/details, both City sponsored events and those off-duty details paid by a vendor, shall be posted utilizing the scheduling software or a similar technical process. Each posting shall be dated as to when the event/detail has been posted. At the initial posting, these events/details will be limited to two (2) events/details per unit member, with additional opportunities given to sign up for more events/details after others have an opportunity to sign up. The normal waiting period will be twenty-four (24) hours after the event/detail information has been posted.

12.4 Overtime events and details should be limited to Officers, Detectives, Corporals, and Sergeants covered under this bargaining agreement, unless administrative employees are required or the shifts cannot be filled.

T.A.
JA 5/16/23

T.A./AJ
5/16/23

T.A.
5/10/23
T.A./H 5/16/23

ARTICLE 32
GENERAL PROVISIONS

32.1 The City agrees to continue to provide unit employees with life insurance in the amount of fifty-thousand dollars (\$50,000) with one-hundred percent (100%) of the premium paid by the City upon completion of 90 days full-time employment with the City.

32.2 The City agrees to continue to provide unit employees with accidental death and dismemberment insurance per State statute with one-hundred percent (100%) of the premium paid by the City upon completion of 90 days full time employment with the City.

32.3 The City agrees to pay fifty percent (50%) of the monthly fee for the employee and spouse to participate in a wellness program provided through one of the City-approved health and fitness clubs. There will be no attendance requirements, and membership can only be cancelled during open enrollment.

32.4 Unit employees may be reimbursed for the loss or damage to personal property, provided such loss occurs during performance of a job duty and is caused by an act or event not the fault of the employee, such as, for example, an altercation begun by an arrestee. All such reimbursements are subject to the following restrictions:

a. The maximum reimbursement for items of personal necessity ~~such as (including, but not limited to, non-prescription eyewear, eyeglasses, watches and hearing aids)~~ shall be one-hundred-fifty (\$150) dollars, except that ~~eyeglasses requiring bifocal, or trifocal lenses~~ prescription eyewear shall be reimbursed up to a maximum of ~~two-hundred (\$200)~~ three-hundred (\$300) dollars.

b. The maximum reimbursement for all other personal property shall be one hundred (\$100) dollars.

c. Requests for reimbursement for the loss of or damage to personal property must be made within the shift in which the loss or damage occurs, unless mitigating circumstances such as an injury prevent the employee from doing so. In these situations, the employee has five (5) work days to make the request for reimbursement.

d. To aid in establishing the amount to be reimbursed, the employee will be required to provide to the City the receipt for the replacement article.

e. Reimbursement for lost or damaged personal property must be approved by the Chief of Police or his designee. The Chief of Police may approve reimbursement beyond the limits established by this section if he feels that such action is warranted by extraordinary circumstances.

32.5 TAKE-HOME VEHICLE PROGRAM — The City agrees to continue the Police Department Take-Home Vehicle Program under the provisions of General Order 19-2, Section 4.4, A through H. Any changes to the program will require the City to notify and meet with the Association and negotiate the impact of such proposed changes.

32.6 Footwear. The City will provide \$150, per fiscal year (October 1 – September 30), for approved footwear. The footwear stipend will be paid on the pay period immediately following October 1.

32.7 Computer Purchases. Eligible unit employees will have the benefit of the City's Employee Computer Purchase Plan (Personnel Policy #705) to the same extent as other eligible General Fund City employees.

T.A.
5/16/23

T.A.
5/16/23

ARTICLE 34

COMPENSATION

1.1 Effective October 1, 2020 2023, the below wage ranges are adopted.

For Fiscal Year ~~2020-21~~ 2023-2024, all bargaining unit members shall receive a ~~three percent (3%)~~ sixteen percent (16%) General Wage Increase (GWI) in base pay or a pay increase to the new minimum pay. Unit members with six months or greater sworn law enforcement service with the Leesburg Police Department shall make a minimum of \$60,300.

The annual maximum of each salary range shall be advanced as outlined in the below tables. Six percent (6%). The minimum of Police Officer/Detective shall be advanced five percent (5%) and all other minimum salary ranges shall be advanced three percent (3%).

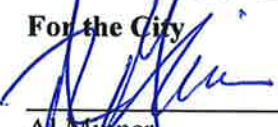
In the event the City hires a law enforcement officer with previous experience from an agency of similar size or larger, the Chief may grant an additional base pay of up to fifteen percent (15%).

Fiscal Year 2023-2024

Position	Hourly Min	Hourly Max	Annual Min	Annual Max
Police Officer/Detective 300	\$ 23.06 <u>\$27.15</u>	\$ 32.26 <u>\$37.43</u>	\$50,962.60 <u>\$60,001.50</u>	\$71,294.60 <u>\$82,720.30</u>
Senior Police Officer/Detective 302	\$ 24.93 <u>\$28.92</u>	\$35.29 <u>\$40.94</u>	\$55,095.30 <u>\$63,913.20</u>	\$77,990.90 <u>\$90,477.40</u>
Police Corporal/Detective Corporal 304	\$ 26.18 <u>\$30.37</u>	\$39.21 <u>\$45.49</u>	\$ 57,857.80 <u>\$67,117.70</u>	\$86,654.10 <u>\$100,532.90</u>
Police Sergeant/Detective Sergeant 306	\$ 29.40 <u>\$34.11</u>	\$44.42 <u>\$51.53</u>	\$ 64,974.00 <u>\$75,383.10</u>	\$98,168.20 <u>\$113,881.30</u>

34.2 ~~Effective on October 1, 2021, all unit members shall receive a three percent (3%) GWI to base pay.~~ The parties agree to re-open this Agreement for bargaining compensation for

For the City


Al Munner
City's Chief Labor Negotiator

6/7/23
Date

For PBA


George J. Corwine
PBA's Chief Labor Negotiator

June 5th, 2023
Date

fiscal year 2024-2025 (beginning October 1, 2024, and ending September 30, 2025). Such negotiations must begin no later than June 1 for the preceding fiscal year, and notice must be given under Article 27 of this Agreement.

34.3 The parties agree to re-open this Agreement for ~~the sole purpose of~~ bargaining compensation for fiscal year ~~2022-23~~ 2025-2026 (beginning October 1, ~~2022~~ 2025, and ending September 30, ~~2023~~ 2026). Such negotiations must begin no later than June 1 for the preceding fiscal year, and notice must be given under Article 27 of this Agreement.

34.4 Should the increases adopted above result in a unit member being placed above the maximum, the unit member shall receive the difference of the GWI as applied and the maximum wage range in the form of a bonus check paid in the first full pay period of October. Said payment is to be treated as pensionable income.

34.5 Accrual Maximum Rate: Pursuant to the terms in Article 16, earned payments made for PTO accruals shall be paid at the employee's current rate of pay up to the maximum amount provided for in Article 16.19.

34.6 Education Incentive. Each employee covered by this Agreement and entitled to Educational Incentive Pay under guidelines established by the State of Florida for the completion of certain educational courses related to his job as a law enforcement officer shall continue to be so entitled, subject to the following: should the State of Florida Education Incentive Pay program be altered, amended or ended, that will be binding on the parties.

34.7 Specialty Pay

a. Special Weapons And Tactics Team - Each unit employee that is a member of the Leesburg Police Department's Special Weapons And Tactics Team shall continue to receive additional specialty pay in the amount of two-percent (2%) above said employee's current base rate of pay, provided, however, this shall apply only so long as an employee is a member, and such additional specialty pay shall cease upon cessation of membership for any reason.

b. Field Training Officer (FTO) shall receive one (1) additional hour of PTO per each shift while training a probationary unit member. The PTO hour will be added to the FTO's accrual bank and available to use on the pay period following submission.

For the City

Al Minner
City's Chief Labor Negotiator

Date

6/7/23

For PBA

George J. Corwine
PBA's Chief Labor Negotiator

Date

June 5th, 2023

59 c. Field Training Officer (FTO) Supervisor shall receive an incentive pay in
60 the amount of \$1,250 annually and will be paid as an "add pay" in the amount of \$48.08 bi-weekly
61 and will not be included in the base pay of any unit employee.
62

63 d. K-9 Supervisor shall receive an incentive pay in the amount of \$1,250
64 annually and will be paid as an "add pay" in the amount of \$48.08 bi-weekly, and will not be
65 included in the base pay of any unit employee.
66

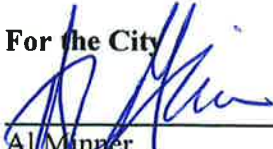
67 e. Emergency Medical Technician (EMT) Incentive - To receive such pay,
68 unit employees must have received EMT specialized training and maintain their EMT certification.
69 The unit member shall submit a copy of his EMT certificate to the Chief of Police. The EMT
70 incentive pay shall be \$1,250 annually and will be paid as an "add pay" in the amount of \$48.08
71 bi-weekly, and will not be included in the base pay of any unit employee.
72

73 34.8 Clothing Allowance. Each unit employee assigned to non-uniform assignments (i.e.
74 Detective) shall receive a clothing allowance in the amount of one thousand dollars
75 (\$1,000.00) annually, paid on the first pay period for the new fiscal year. Clothing
76 allowance for employees temporarily assigned to such non-uniformed assignments shall
77 be prorated for the time assigned to non-uniform duties (i.e. 6-month assignment shall
78 receive \$500.00). Unit employees promoted, reclassified, or transferred to a non-uniform
79 assignment shall receive the clothing allowance calculated on remaining quarters in the
80 fiscal year at two-hundred fifty dollars (\$250.00) per quarter. Unit employees assigned to
81 light duty shall not be entitled to the clothing allowance during the period of such
82 assignment. Clothing allowance payments are considered taxable income to the employee.
83

84 34.9K-9 Allowance. The position of K-9 handler performs work related to the care of
85 departmental dogs outside of their normally scheduled hours. The City recognizes that
86 this time is compensable under the provisions of the Fair Labor Standards Act and will be
87 paid in accordance with the following:
88

89 a. Employees assigned to K-9 duty will be paid for the care of departmental
90 dogs done after their normally scheduled work hours. The parties to this Agreement concur that
91 an average of three-and-one-half (3.5) hours per week is spent on such duties. K-9 handlers will
92 be paid at their regular hourly rate of pay for completion of such duties and such hours will be
93 considered as part of the K-9 handlers normally scheduled work hours.
94

For the City


Al Munner
City's Chief Labor Negotiator

Date

6/7/23

For PBA


George J. Corwine
PBA's Chief Labor Negotiator

Date

June 5th, 2023

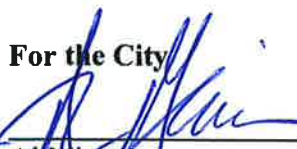
95 34.10 Holiday Bonus. Should the City grant holiday bonuses City-wide to City employees
96 outside the bargaining unit in any fiscal year during the term of this agreement, unit
97 employees shall receive the same bonus, provided it shall set no precedent or status quo
98 for any future bonus.
99

100 34.11 Out of Classification Pay. Any employee of the bargaining unit required to
101 temporarily fill and assume the duties of a higher classification position for a period
102 greater than eighty (80) consecutive hours shall receive a five percent (5%) salary
103 increase. The affected employee's out of classification pay will begin the first scheduled
104 workday after the absence of the higher classified employee for eighty (80) consecutive
105 hours. The employee receiving out of classification pay will return to his regular salary
106 upon return of the higher classified employee to work.
107

108 34.12 On Call/Standby Pay. Unit members placed on standby/on-call shall receive
109 twenty-five dollars (\$25) per day while on such status.
110

111 34.13 Shift Differential. ~~Effective October 1, 2020,~~ Bargaining unit members who work
112 between the hours of 1800 and 0600, shall be paid a shift differential of one dollar (\$1.00)
113 per hour for all time worked.
114

For the City


Al Minner
City's Chief Labor Negotiator

Date

6/7/23

For PBA


George J. Corwine
PBA's Chief Labor Negotiator

Date

June 5th, 2023

T.A.
5/16/23
T.A./A
5/16/23

ARTICLE 35
PROMOTIONS AND CAREER LADDER WITHIN UNIT

35.1 Promotions and other progressions within the bargaining unit will take place in accordance with the provisions of General Order No. 15-1, titled "Promotions Process – Senior Officer, Corporal, and Sergeant", dated September 30, 2020 and this Agreement.

35.2 Career Ladder – Duty Assignment change from Officer to Detective

:1 A minimum of three (3) years of sworn law enforcement experience with two (2) years of current and continuous service with the Leesburg Police Department or a minimum of five (5) years as a certified police officer with another police agency and three (3) years' experience as a police investigator and have completed the Leesburg Police Department's FTO program, and

:2 Documented demonstrated performance in handling crime scenes and investigations

:3 Selection of Top Three (3) Candidates by Chief of Police

35.3 Criteria for re-classification to Senior Officer/Senior Detective (Alternative Career Ladder)

:1 A minimum of four (4) years of sworn law enforcement experience with the Leesburg Police Department with one (1) year of current and continuous service and at least one of the following options.

:2 Option 1 – Maximum Salary Incentive Courses (480) hours; must include Police Instructor Techniques or;

:3 Option 2 – Attainment of an Associate Degree or higher from Nationally or Regionally Accredited School or;

:4 Options 3 – Combination of Salary Incentive and College education equivalent to 480 hours, which must include Police Instructor Techniques. Each three (3) semester hours of education will be equivalent to one (1) forty (40) hour Salary Incentive Course or;

:5 Option 4 – A combination of Salary incentive Courses (minimum of 240 hours, including Police Instructor Techniques), College education and/or Community Service (minimum of 240 hours) for a total of a minimum of 480 hours. Community Service work to be pre-approved by the Chief of Police or his designee, Non-paid Community Service hours are one (1) hour of service equals 1.5 hours credited to Community Service with a maximum of 240 hours credited. Each three (3) semester hours of education will be equivalent to one (1) forty (40) hour Salary Incentive Course.

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:6 In addition to the above, must have performance evaluations consistently meeting or exceeding Department standards.

:7 Endorsement by the Chief of Police

35.4 Corporal – The City shall maintain the rank of Corporal and the criteria for promotion to the rank of Corporal is as follows:

:1 A minimum of four (4) years of sworn law enforcement experience with the Leesburg Police Department with three (3) years of current and continuous service and at least one of the following options.

:2 480 hours of Salary Incentive courses to include Line Supervision or Police Instructor Techniques or;

:3 An Associate Degree or higher from Nationally or Regionally Accredited School.

:4 Participated and completed successfully in the currently posted Promotional Assessment Process and is currently rated as one of the top three (3) candidates for promotion.

:5 In addition to the above, must have performance evaluations consistently meeting or exceeding Department standards.

35.5 Sergeant – Criteria for the promotion to the rank of Sergeant is as follows:

:1 A minimum of four (4) years of sworn law enforcement experience with the Leesburg Police Department with three (3) years of current and continuous service and at least one of the following options

:2 480 hours of Salary Incentive courses to include Line Supervision and Police Instructor Techniques and a minimum of twelve (12) hours of college credits for course work or;

:3 An Associate Degree or higher from Nationally or Regionally Accredited School.

:4 Participated and completed successfully in the currently posted Promotional Assessment Process and is currently rated as one of the top three (3) candidates for promotion.

:5 In addition to the above, must have performance evaluations consistently meeting or exceeding Department standards.

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35.6 Selection for Corporal or Sergeant promotions must meet the criteria above and in addition, the successful candidate will be selected from among the top three (3) candidates by the Chief of Police. Should the top candidate(s) be passed over, the Chief or their designee may be requested by the candidate, to meet in person and discuss reasons why the candidate(s) were not selected and recommendation(s) as to how to improve on the deficit(s).

35.7 Upon written announcement of the testing for the Corporal and/or Sergeant ranks, the City shall provide a list of relevant study materials from which the written portion of the examination process shall be taken, to each qualified applicant within at least thirty (30) days from the testing date.

Any industry standard publications, textbooks, periodicals and/or manuals utilized to prepare portions of the written examination may be obtained through available resources by the candidate, as they deem necessary and/or appropriate.

35.8 Scoring shall be consistent with the process identified in Policy 15-1 effective September 30, 2020.

35.9 The eligibility list shall be effective for a twelve (12) month period after completion of the promotional process unless the qualified eligibility list contains three (3) or less candidates, in which case the Chief shall have the discretion to require a new round of testing.

35.10 Final approval of the successful candidate shall be made by the Chief of Police with concurrence of the City Manager.

35.11 Unit members promoted to the ranks of Corporal or Sergeant shall serve a probationary period of three (3) months. If during the probationary period, a documented unsatisfactory performance does not improve, the probationary member may be returned to the rank that he held prior to his promotion. The discretion to return a unit member to his former rank shall be the Chief's, subject to Article 23.

35.12 Unit members receiving a promotion to ~~a higher rank~~ Senior Officer, Corporal, or Sergeant shall receive an increase of five percent (5%) to base pay or the minimum of the new pay range, whichever is greater.

ARTICLE 36

DURATION

SECTION 1 - Duration

This agreement shall take effect in accordance with Section 447.309(1), Florida Statutes, on October 1, ~~2020~~ 2023, and shall terminate and expire on September 30, ~~2023~~ 2026. It shall not renew automatically.

SECTION 2 – Re-Openers

The City and the Association agree that for the Fiscal Years 2024-2025 and 2025-2026, each party has the right to reopen up to one (1) articles in addition to Article 34.

SECTION 3 – Memorandum of Understanding/Settlements

The parties recognize that during the term of this Agreement situations may arise which require that terms and conditions not specifically and clearly set forth in the Agreement must be clarified or amended. Under such circumstances, the Association is specifically authorized by bargaining unit members to enter into the settlement of grievance disputes or memorandum of understanding that clarifies or amends this Agreement, without having to be ratified by bargaining unit members.

T.A.
5/16/23

T.A./H
5/16/23

Collective Bargaining Agreement

Between

North Central Florida Police Benevolent Association

A Chapter of the
Florida Police Benevolent Association



and the

The City of Leesburg



October 1, 2023 to September 30, 2026

**Police Officers, Senior Police Officers, Detectives, Senior Detectives,
Corporals and Sergeants Collective Bargaining Agreement**

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PREAMBLE

THIS AGREEMENT is executed this 1st day of October, 2023, between CITY OF LEESBURG, FLORIDA (hereinafter called the “City”), and FLORIDA POLICE BENEVOLENT ASSOCIATION, INC. (hereinafter called the “Association” or “PBA”).

ARTICLE 1
RECOGNITION

1.1 The City recognizes the Association's status by virtue of Florida Statutes, Section 447.307 and its certification number 1679 by the Florida Public Employees Relations Commission. The City recognizes the Association as the exclusive collective bargaining representative of the following bargaining unit, who shall be designated as Unit A:

INCLUDED: All full-time sworn, certified law enforcement officers in the classifications of police officer, senior police officer, detective and senior detective.

EXCLUDED: All other employees employed in the Police Department of the City of Leesburg and all other employees employed by the City of Leesburg.

1.2 The City recognizes the Association's status by virtue of Florida Statutes, Section 447.307 and its certification number 1683 by the Florida Public Employees Relations Commission. The City recognizes the Association as the exclusive collective bargaining representative of the following bargaining unit, who shall be designated as Unit B:

INCLUDED: All full-time sworn, certified law enforcement officers in the classifications of police corporal and sergeant.

EXCLUDED: All other employees employed in the Police Department of the City of Leesburg and all other employees employed by the City of Leesburg.

ARTICLE 2
ASSOCIATION DUES

2.1 The City agrees that upon receipt of a voluntary written individual authorization signed by a bargaining unit employee on the form set forth in Appendix "A-1" which is attached hereto and made a part hereof, the City shall deduct from the pay due such employee his Association dues and uniform assessments, if any. Such authorization may be revoked by an employee within thirty (30) days written notice to the City and the Association in the form set forth in Appendix "A-2" which is attached hereto and made a part hereof.

2.2 Dues shall be deducted each pay period and those monies shall be remitted to the Association thereafter.

2.3 The Association agrees to save and hold the City harmless from any and all suits, claims or judgments arising because of the City's compliance with the provisions of this article.

2.4 The Association will notify the City as to the amount of dues for each affected unit employee. Such notification will be to the City in writing signed by a representative of the Association. Any change in Association membership dues will be similarly certified to the City and shall be done thirty (30) days in advance of the effective date of any such changes.

ARTICLE 3
NON-DISCRIMINATION

3.1 The parties to this Agreement will not discriminate against any employee because of Association membership, non-membership, or legitimate activity as required in this Agreement in behalf of the members of the bargaining unit. The parties agree they will not discriminate against any employee because of race, color, religion, creed, sex, age, national origin, sexual orientation, disability, marital status, or any other protected characteristic as defined by law.

3.2 Nothing in this agreement shall be interpreted to obligate the Association to provide services, information or process grievances for employees who are not members of the Association.

3.3 This Article 3 is not subject to the Grievance and Arbitration Procedure of Article 23 and any complaints or allegations raised under this article will be processed in accordance with the City's personnel policies and procedures.

ARTICLE 4
GENDER

4.1 The use of masculine or feminine gender in this Agreement shall be construed as including both genders and is used for convenience purposes only.

ARTICLE 5
PROBATIONARY PERIOD

5.1 An employee initially employed as a police officer shall be on probationary status for one (1) year. The City may, at its sole discretion, terminate the employment of a probationary employee at any time for any reason during the initial probationary period. Unit employees promoted to the positions of Senior Officer, Corporal, or Sergeant shall be on probationary status for three (3) months from the effective date of said promotion. Notwithstanding other disciplinary action, a promotional probationary employee will be returned to their previous rank.

ARTICLE 6
ASSOCIATION REPRESENTATION AND ACTIVITIES

6.1 Representation.

a. From employees in the bargaining unit, the Association shall select one (1) Association representative from each shift to represent unit employees. It shall furnish the City with their names and any up-to-date changes thereto. In addition, the Association shall furnish to the City and keep up-to-date a list of Association Staff Representatives.

b. Where Association representation is requested by an employee, the representative shall be a person selected and designated by the Association. Association representatives, who are unit members, act as liaisons between the City and PBA but do not have the authority to bind the Union.

c. Recognized Association representatives, who are unit employees, shall be allowed to communicate official Association business to employees prior to the beginning of his shift, during meal breaks, or after completing his shift. City work hours shall not be used by unit employees or Association representatives for conducting Association meetings or the promotion of Association affairs.

d. Unit employees who are serving on the PBA's Contract Negotiations Committee (CNC) may be allowed to attend negotiation, while on duty, with no loss of pay or benefits. A maximum number of two (2) CNC members may attend while on duty.

6.2 Representative Access. An employee representative of the Association (Staff Representative) shall be permitted reasonable access to Departmental work locations, upon request, to handle specific grievances and matters of interpretation of this Agreement. Such requests shall be permitted during the hours outlined in section 6.1.c. and are not to be unreasonably denied.

6.3 Bulletin Boards. The Association shall be allowed to mount a suitable bulletin board, measuring 3' x 4' in an area designated by the Chief of Police and generally accessible to employees. All materials posted shall be submitted to the Chief of Police for approval prior to posting. No material, notices or announcements shall be posted which contain anything political or that adversely reflects upon the City of Leesburg, its departments, its employees, or any labor organization among its employees. All material notices or announcements posted shall be signed or initialed by the Association president or his designee prior to posting. The bulletin board shall be used for posting Association information as follows:

- a. Association literature
- b. Notices of Association meetings
- c. Notices of Association elections and results of such elections
- d. Notices of Association appointments and other official Association business.

Any violation of this section by the Association shall entitle the City to revoke the privileges of bulletin board use by the Association.

ARTICLE 7
HOURS OF WORK AND OVERTIME COMPENSATION

7.1 Unit members assigned to the Patrol Division shall work seven (7) – twelve (12) hour shifts, for a total of eighty-four (84) hours in a fourteen (14) day work cycle and an eighty-six (86) hour work cycle, respectively.

7.2 K-9 officers shall work a scheduled shift of eleven (11) hours – total of seven (7) shifts in a fourteen (14) day work cycle. One additional hour per scheduled shift shall be paid at the unit member's base salary as compensation for the care of their canine partners. On one (1) designated training day per month, unit members shall work two (2) additional paid hours to allow for in-service training.

7.3 Unit members assigned to CID shall work a schedule totaling eighty-four (84) hours and eighty-six (86) hours per fourteen (14) day work period.

7.4 All unit members shall enjoy a paid meal period per shift and two (2) work breaks. However, should the need arise and the employee is required to respond to a call while on a meal break, the employee shall respond and the employee will be allowed to take another meal break, if time allows.

7.5 No hours not actually worked except for hours paid as holiday pay shall count as hours worked for the purpose of calculating overtime compensation under the Fair Labor Standards Act. Overtime compensation rate of one and one-half (1 ½) times the unit member's straight time hourly rate of pay shall be paid for all authorized work performed in excess of eighty-four (84) hours and eighty-six (86) hours in the fourteen (14) day work period.

7.5:1 If a unit member requests PTO and subsequently works hours beyond those required during the fourteen (14) day work cycle, the unit member shall have the option of being paid the PTO at their straight time hourly rate of pay or they may request to only use the PTO that brings them to the hours needed for the fourteen (14) day work cycle. Unit members shall so indicate their preference on their timesheets.

7.5:2 If a unit member takes pre-approved PTO and works a City sponsored event or special detail, as indicated in Article 12.2, within the same fourteen (14) day work cycle, the PTO shall count as hours worked for the purpose of calculating overtime compensation. PTO will count as actual hours worked only under these circumstances. Pre-approved PTO is defined as time off requested 48 hours prior to the unit member's respective shift(s).

7.6 Unit members shall have the option to receive payment for overtime worked or compensatory time at the rate of one and one-half (1 ½) times the number of hours worked. Unit members shall so indicate their preference on their timesheets.

7.6:1 The maximum accrual compensatory time balance shall be eighty-four (84) hours. Any hours worked above the compensatory cap shall be paid at the overtime rate.

7.6:2 Unit members may choose to sell back compensatory time throughout the Fiscal Year. Any comp balance on September 30 of each year of this Agreement shall be paid out on the

last paycheck in September.

7.7 The City shall have the right at its discretion to assign overtime work.

ARTICLE 8

SENIORITY

8.1 Seniority for members in the rank of police officer, senior police officer, detective and senior detective (Unit A) shall be by length of continuous employment with the City as a sworn officer, calculated from the most recent date of hire.

8.2 Rank Seniority for members in the rank of police corporal and sergeant (Unit B) shall be defined as the length of service from the date of the most recent rank promotion and years of service (in that order).

8.3 In cases of selections for layoff, recall, or vacations, the following factors shall be considered:

- a. Seniority as above defined, and
- b. Job Performance.

8.4 Continuous service with the City for seniority purposes shall continue to accrue during all types of paid leave.

8.5 Seniority shall be used only as stated in 8.3 and for no other purpose, provided, however, while PTO requests shall be filled on a first come-first served basis, PTO requests submitted simultaneously shall be filled based on seniority.

8.6 An employee on layoff status shall be recalled to an available job in accordance with Section 8.3. The City may require a physical examination of an employee at its expense before recall. Recall will be made by certified mail to the last address in the employee's record. The employee must, within seven (7) days of the certified receipt date, signify his intention, in writing, of returning to work to the Human Resources Director and the Chief of the Police Department. In the event an employee on layoff does not advise the City within seven (7) calendar days of his intention to return and return within fourteen (14) calendar days, that person shall be terminated for all purposes.

An employee shall lose his seniority as a result of the following:

- a. Resignation,
- b. Termination,
- c. Retirement,
- d. Layoff exceeding twelve (12) months.

ARTICLE 9

INTERNAL INVESTIGATIONS

9.1 The parties recognize that the security of the City and its citizens depends to a great extent upon the manner in which employees covered by this Agreement perform their various duties. Further, the parties recognize that the performance of such duties involves those employees in all manner of contacts and relationships with the public and out of such contacts and relationships with the public, questions may arise, or complaints may be made concerning the actions of employees covered by this Agreement. Investigations of such questions and complaints must necessarily be conducted by, or under the direction of, Police Department supervisory officials whose primary concern must be the security of the City and the preservation of the public interest. Unit members shall be disciplined for violations of City and Police Department's published rules or lawful orders, in accordance with Florida Statute 447.209.

9.2 In order to maintain the security of the City and protect the interest of its citizens, the parties agree that the City must have the right to conduct investigation of citizens' complaints and matters of internal security; provided, however, that any investigative interrogation of any employee covered by this Agreement relative to a citizen's complaint and/or matter of internal security shall be conducted pursuant to law, as established by Florida Statute, 112.531 et seq., commonly referred to as "The Law Enforcement Officers' Bill of Rights," as such law exists and/or may be amended.

9.3 No allegation of a violation or violations of The Law Enforcement Officers' Bill of Rights shall be subject to the Grievance and Arbitration Procedure of this Agreement.

9.4 Unit members shall be given advanced notice of any pending internal affairs interview. Unit members shall be afforded a reasonable opportunity to notify his PBA representative and secure representation prior to questioning in an internal affairs investigation. The unit member under investigation shall be allowed to bring his PBA representative, or attorney, or a person of his choosing to be present at any meeting in which the unit member may be subject to suspension, demotion, or termination. Nothing in this section is to be construed as a limitation on the ability of the City to require the unit member to provide general information concerning a crime. A unit member being interviewed as a witness only, shall be so informed and should he become a subject or target of the investigation, he shall be immediately informed and shall be provided the same rights as provided in 9.3.

ARTICLE 10
JOB RELATED MEDICAL LEAVE OF ABSENCE

10.1 In the event that an employee is unable to perform work because of an injury or illness which is compensable under the Florida Workers' Compensation Law (Florida Statutes, Section 440), he may use accumulated sick leave, accrued compensatory time, or PTO to make up the difference between his regular salary and the amount received from workers' compensation carrier for a bi-weekly pay period.

10.2 An employee who is absent for a compensable injury or illness covered under the Florida Workers' Compensation Law will be permitted to use available sick leave, accrued compensatory time, or PTO for any days not payable by workers' compensation insurance. Under the Florida Workers' Compensation Law, no compensation shall be allowed for the first seven (7) calendar days, except if the injury results in disability of more than twenty-one (21) calendar days, compensation shall be allowed from the commencement of the disability. If an employee collects sick leave, compensatory time, or PTO for all or any part of the first seven (7) calendar days of an absence covered by workers' compensation insurance and is later paid for the same period by the insurance carrier, the employee shall reimburse the City for the leave paid and his appropriate account will be credited back the time the employee initially used, accordingly.

ARTICLE 11

PHYSICAL EXAMINATIONS

11.1 Bargaining unit employees shall receive, at no cost, an annual job-related medical examination by a physician selected by the City under guidelines as established by the City. Specific results of the medical examination shall be treated as confidential records and may only be released to the employee and the City for lawful purposes relating to employment. The physician selected by the City shall provide to the City and the employee a report providing medical limitations or restrictions, if any, in layman's terms, and if the limitations are permanent. The City shall determine if the medical limitations prevent the employee from doing the essential functions of his position.

11.2 An employee shall achieve and maintain a state of personal physical condition that allows him to perform the essential functions of the job description promulgated by the City for his job or rank. Where appropriate, the current job description may be modified in accordance with the federal Americans with Disabilities Act of 1990.

11.3 If the City has reason to believe that an employee is not able to perform the essential functions of his job because of a reason related to his personal physical or mental condition, the City may require an employee to be examined by a physician.

11.4 In the event the City receives a written recommendation from a physician paid for by the City for a physical fitness program for an employee, the employee shall perform such physical exercise program as directed by the Chief, or his designee.

11.5 In the event an employee disagrees with the recommendation of the physician employed by the City, the employee reserves the right to select his own physician for examination at the employee's expense. If the two physicians disagree, the City and the employee shall agree on a third physician, paid by the City, within thirty (30) calendar days, and the third physician's decision on the question of the scope of a physical fitness program shall be binding on the City, the employee and Association.

11.6 No employee shall be ordered to participate in a City provided physical fitness program without first having a physician-conducted physical examination, including a stress EKG, a pulmonary function test, an audio and vision test, and a blood chemical profile (SMAC test) paid for by the City.

11.7 If the City-selected physician determines that an employee has permanent medical limitation(s), the medical provider shall so notice the City and employee in layman's terms as to the limitations. The City may consider if the employee can continue to perform the essential functions of a sworn law enforcement officer or consider if the employee is qualified by reason of his training, education, or experience to perform in some other position or job with the City. The City may offer the employee the opportunity to apply for such a full-time position within five (5) months of the date of the City's decision determining the employee's unfitness for duty as a law enforcement officer. The City may elect not to rehire the employee. An employee who the City-selected physician determines is medically unfit for duty as a law enforcement officer and for whom another position cannot be found may be terminated. Nothing in this section shall prohibit

an employee from seeking a disability retirement under the provisions of the Police Officers' Retirement Fund (185 Police Pension Plan, Municipal Police Retirement) of the City of Leesburg nor should be construed as a waiver of the employee or PBA to grieve the City's decision on employment.

ARTICLE 12
OFF-DUTY DETAIL PAY

12.1 Unit employees may, solely at their option, agree to be employed on special details by separate or independent employers in law enforcement or related activities. The City will facilitate such employment of such employees by separate and independent employers (outside vendors). Compensation paid to such employees by such separate and independent employers shall be:

12.1:1 Minimum Rates – The minimum hourly rate charged off-duty vendors shall be fifty-five dollars (\$55) net for unit employees not working the off-duty detail as a supervisor and sixty dollars (\$60) net for unit employees working the off-duty detail in the capacity of a supervisor. In the event that the detail involves the serving or consuming of alcoholic beverages, a five-dollar (\$5) premium shall be added to the above wage rates.

12.1:2 Holidays – The minimum hourly rate charged off-duty vendors for the following nine (9) holidays shall be sixty-five dollars (\$65) net for unit members not working the off-duty detail as a supervisor and seventy dollars (\$70) net for unit members working the off-duty detail in the capacity of a supervisor. In the event that the detail involves the serving or consuming of alcoholic beverages, a five-dollar (\$5) premium shall be added to the above wage rates.

The named holidays are: 1) New Year's Day; 2) Martin Luther King, Jr. Day 3) Memorial Day; 4) Easter; 5) Independence Day; 6) Labor Day; 7) Veteran's Day 8) Thanksgiving Day; 9) Day After Thanksgiving 10) Christmas Eve; 11) Christmas Day; and 12) New Year's Eve.

12.1:3 Outside vendors shall pay the City who will in turn pay the unit member(s) in the next pay period in which the City received the vendor's payment but not more than two (2) pay periods after the unit member has worked the off-duty detail.

12.1:4 With the approval of police management, unit members will be allowed to work law enforcement-related off-duty details outside of the City's jurisdiction and shall be paid the same rate as other law enforcement personnel working the same detail.

12.2 The City may offer special events, which are City sponsored events and paid by the City. The Police Department, from time-to-time, may post special details that may be filled by off-duty unit members. Unit members will be paid at the rate of one and one-half (1 ½) times the employee's current hourly rate of pay, with a three (3) hour minimum for special events. This does not apply to officers working their regular scheduled shift, regardless of duty assignment.

12.2:1 For the purpose of this section, pre-approved PTO shall count as actual hours worked for the purpose of calculating overtime compensation under the Fair Labor Standards Act, as is indicated in Article 7.

12.3 All open events/details, both City sponsored events and those off-duty details paid by a vendor, shall be posted utilizing the scheduling software or a similar technical process. Each posting shall be dated as to when the event/detail has been posted. At the initial posting, these events/details will be limited to two (2) events/details per unit member, with additional opportunities given to sign up for more events/details after others have an opportunity to sign up. The normal waiting period will be twenty-four (24) hours after the event/detail information has been posted.

12.4 Overtime events and details should be limited to Officers, Detectives, Corporals, and Sergeants covered under this bargaining agreement, unless administrative employees are required or the shifts cannot be filled.

ARTICLE 13

EDUCATIONAL LEAVE

13.1 If an employee is directed by the City to enroll in a course, the City shall pay the actual time spent, in attending the course, at the employee's base rate. The Chief of Police shall direct an employee in writing and the employee so directed shall attend without having to exchange time or use any PTO or compensatory time.

13.2 If the City does not require attendance at a course, the time in attending the course shall not be paid by the City. An employee seeking an unpaid leave of absence for this purpose shall make written application to the Chief of Police. Approval of such application must be made by the City Manager. An employee may request to use comp time or PTO to attend courses not required by the City.

13.3 If an employee chooses for his own reasons to enroll in a job-related academic course sponsored by an accredited law enforcement training academy or other institution, and approval for the reimbursement of the cost of tuition, books and fees in accordance with the City's Educational Funding Policy has been obtained, the employee may request, through the Chief of Police, time off to attend the course. With the Chief's approval, the employee may attend such course while on duty without loss of pay. Such employee may report back to duty at the conclusion of the class and report to work for the balance of the shift, or take PTO (if available) through the end of that shift. Time paid under this Section 13.3 shall not count as hours worked for the purpose of potential overtime compensation.

13.4 When an employee attends a scheduled class that is mandated by the City on a day when he is not scheduled to work, he shall be paid at his base rate for the actual time spent in class.

13.5 Actual time spent in class and paid under Article 13.4 will count as hours worked for the purpose of potential overtime compensation.

ARTICLE 14
EDUCATIONAL SUPPLEMENTAL COMPENSATION

14.1 The current City practice under state law to pay an additional sum to an employee upon completion of certain required educational courses related to his primary job shall be continued. Should that state program be altered or amended, the benefit shall be accordingly changed.

ARTICLE 15

INSURANCE

15.1 The City will make available health insurance, life insurance, and accidental death and dismemberment insurance benefits on a group basis to unit employees to the same extent and in the same manner that such benefits are provided to other City employees, including general employees and executive staff. The City shall have the same rights with respect to unit employees to make, or to agree with the provider or providers to, changes in such benefits and/or the costs thereof to the City and/or to employees as with all other City employees. Such changes shall include any and all changes necessary at the sole discretion of the City to comply with applicable laws and regulations and changes therein. Provided all City employees, including unit employees, have available the same benefits, as above described, the City shall have no obligation to bargain over any such changes or their effects during the term of this Agreement.

15.2 The City will notify unit employees and the PBA Chief Negotiator, within 30 days, of any potential changes to the City's health insurance benefits that would increase the employee's payroll deductions.

ARTICLE 16

PAID TIME OFF

16.1 The City furnishes paid time off (PTO) to all full-time unit employees. PTO is to be used for vacation, medical absence leave and other paid leave for the purposes set forth below. PTO shall not count as hours worked for the purpose of calculating or paying overtime compensation, unless it meets the criteria established in Article 7.

Eligibility/Administration

16.2 In any situation in which a medical absence will exceed three (3) days due to illness of the employee or other person, the City may require written certification from a treating physician so that a determination may be made as to eligibility for PTO.

16.3 Employees who are absent for reasons covered under the Florida Workers' Compensation Law are permitted to use available PTO for any days for which they do not receive wage loss benefits under Workers' Compensation Law. If an employee uses PTO for all or any part of the first seven (7) calendar days of an absence covered by Workers' Compensation for which he collects wage loss benefits, such employee shall reimburse the City for the PTO paid and his PTO account will be credited accordingly.

16.4 In addition to an employee's own earned PTO time, all unit employees who have completed six (6) months of employment are eligible for participation in the PTO Exchange Program.

16.5 Newly hired employees accrue PTO time, but are not permitted to take PTO leave during their first 90 days of service.

16.6 PTO time is not earned during an unpaid leave of absence, but is earned during PTO leave or other paid absences.

16.7 PTO time will not accrue once an employee has reached the maximum accrual permitted in Section 16.19.

16.8 During PTO for illness an employee must maintain daily contact with his immediate supervisor (or make suitable arrangements) in order for the supervisor to know the employee's estimated date of return to work. Usage of PTO for illness is contingent upon maintenance of regular contact. If the PTO for illness qualifies as leave under FMLA, the employee must maintain regular contact with Human Resources.

16.9 Depending on the length and circumstances of an employee's illness or disability, the City may require a physician's written release before the employee may return to work.

16.10 A supervisor may send an employee home due to illness in order to maintain a healthy workplace. The time off will be charged to the employee's accrued PTO. If the employee does not have a sufficient balance in his PTO account, or other leave accruals, this time shall be charged as leave without pay.

16.11 All accruals formerly known as sick leave banks or long-term banks have been frozen and must be used in the event of need for medical absence leave as defined in this article, until exhausted, before any other available benefit is used for that purpose.

Scheduling

16.12 PTO leave shall be scheduled and taken as approved by the employee's immediate supervisor and scheduling administrator. PTO time shall be requested through a scheduling software in advance, and may be denied if not timely made, if granting PTO would leave the Department understaffed, or if scheduled work cannot be performed in absence of the employee.

16.13 Preference in selection of dates may be granted by the supervisor either on a first request basis or on length of service.

16.14 If a City-paid holiday falls during an employee's PTO, the holiday will not be counted as PTO taken.

16.15 No pay advance will be permitted prior to an employee taking PTO.

16.16 PTO pay shall be based on the employee's base hourly rate of pay applicable at the time the PTO is taken.

16.17 The Chief of Police has final authority to approve or disapprove PTO leave. The City acknowledges a distinction in this regard between requests for PTO vacation or other personal use and for PTO for illness or injury.

Accrual

16.18 PTO entitlement shall accrue for each full-time employee from the employee's date of hire at the following rates:

Years of Service	PTO hours based on 2210 annual hours	Hours per pay period
0-5	195.5	7.519
6	204	7.846
7	212.5	8.173
8	221	8.500
9	229.5	8.827
10	238	9.154
11	242.25	9.317
12	246.5	9.481
13	250.75	9.644
14	255	9.808
15	259.25	9.971

Years of Service	PTO hours based on 2210 annual hours	Hours per pay period
16	263.5	10.135
17	267.75	10.298
18	272	10.462
19	276.25	10.625
20+	280.5	10.788

Maximum Accrual Permitted

16.19 Unused PTO may be accrued to a maximum of 595 hours.

PTO Sell-Back

16.20 Those employees who desire to sell PTO leave hours back to the City rather than use them are allowed to do so under the following guidelines:

- a. The employee must complete a written request in a form acceptable to Human Resources.
- b. A maximum of one hundred and seventy (170) hours may be sold back to the City in any one fiscal year, paid at the unit member's base hourly rate of pay.
- c. A minimum of eight (8) hours must be sold on each occasion.
- d. An employee may only sell to the City the same number of hours (or less) of PTO time that the employee has used as paid time off away from work during the twelve (12) month period preceding the request for PTO sell-back.
- e. Employees may exercise this option a maximum of two (2) times a fiscal year.
- f. Payment will be made in a supplemental check in the next regular pay period or in a contribution to the employee's deferred compensation account, at the option of the employee, subject to any applicable plan limitations.

PTO Donation and Exchange Policy

16.21 The City has established a plan whereby employees are able to donate some of their PTO leave to another employee who has none.

All unit employees are eligible to participate after successfully completing six months of employment. The purpose of the PTO leave exchange policy is to provide time off with pay for employees during periods of personal prolonged illness, accident, or injury not otherwise compensated by the City. The following are the guidelines for the use of this policy:

a. Donated PTO hours are to be used for illness, accident, injury or maternity only for employees or as necessary to provide care for immediate family (i.e., spouse, children or other dependents living in the same household). This usage must be approved, in advance, by the City Manager.

b. Donations shall come from the Long-Term Bank (formerly Sick Leave) until all available time has been exhausted. Additional donations shall then be drawn from the accumulated PTO.

c. An employee shall be eligible to request the assistance of donated PTO leave when:

- (1) All accrued time has been exhausted; and
- (2) Employee has been absent for at least fourteen (14) calendar days in either paid or unpaid leave status, relating to the same condition.

d. Employees who have been instructed by a physician to return to work on a limited basis (such as every other day or less than their regularly scheduled shift) shall be eligible for PTO donation provided they otherwise qualify pursuant to paragraph c above.

e. Each request for assistance from the PTO exchange program must be verifiable. (Example: Notification to the Human Resources Department by the Department Head and the ability to receive confirmation from the doctor treating the illness or injury.)

f. Upon approval, by virtue of the conditions being met, the Human Resources Department will notify all departments of an employee's need for PTO or LTB donations.

g. Any employee wishing to donate PTO leave will need to complete the necessary form in the Human Resources Department allowing a transfer of PTO leave from their account to the needy party's account.

h. All donations must be in even amounts. (Example: 4, 7 or 9 hours; fractional donations are not acceptable.)

i. The minimum donation allowed shall be four (4) hours.

j. The hours donated will not be taken from the donor's account until they are actually used.

Leaving In “Good Standing”

16.22 To leave in “good standing” for purposes of Section 16.23 of this Article, an employee who resigns must provide the City with a minimum of two weeks’ written notice; return all City equipment and keys in good condition ordinary wear and tear excepted; and provide the City with a forwarding address. Human Resources will invite the employee to participate in an Exit Interview. An employee who is discharged for any reason related to discipline or work performance does not leave in good standing.

Benefits on Termination

16.23 a. Long-Term Bank (formerly known as Sick Leave). Any employee who leaves in good standing shall be entitled to payment of one-half of their accumulated and unused Long-Term Bank up to a maximum of 200 hours. Any employee who separates because of death or retirement shall be entitled to payment of one-half of their accumulated and unused Long-Term Bank up to a maximum of 400 hours.

b. Paid Time Off (PTO). Any employee who leaves in good standing or because of death or retirement shall be entitled to payment of their accumulated and unused PTO not to exceed 446 hours.

ARTICLE 17

HOLIDAYS

17.1 The following days are recognized as City holidays:

<u>Holiday</u>	<u>Date Observed</u>
New Year's Day	January 1
Martin Luther King Jr. Day	Third Monday in January
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veterans Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day After Thanksgiving	Friday after Thanksgiving Day
Christmas Eve	December 24
Christmas Day	December 25
One Personal Floating Holiday	To be selected by employee

The Floating Holiday is intended to be used to observe days of personal significance such as religious holidays, birthdays, weddings or other special occasions. The Floating Holiday is only available to employees in the calendar year (January 1 through December 31) following their date of hire. Employees must schedule this day each year with their supervisor as far in advance as possible. Failure to take a floating holiday within a calendar year will result in loss of that day.

17.2 For positions which are part of a 24/7 operation (such as road patrol) the holiday will be observed on the actual holiday. Positions which normally work Monday-Friday (such as CID, code enforcement, motors, etc.) will be observed on the City observed holiday.

17.3 All unit employees are eligible for holiday pay. Holiday pay shall be the equivalent of one regularly scheduled shift at the eligible employee's straight time base hourly rate.

17.4 To be eligible for holiday pay, an employee must work the last regularly scheduled shift preceding the holiday and the first regularly scheduled shift following the holiday, unless the absence is approved in advance by his supervisor. An employee who separates from the City or commences an unpaid leave of absence on the last scheduled shift preceding or on the first shift following a holiday will not receive holiday pay.

17.5 If a holiday falls during an employee's scheduled and approved PTO, the holiday will be observed, the employee will receive holiday pay, and the holiday will not count as PTO.

17.6 The Department may require any employee to work on a holiday. Any employee required to work on a holiday will be paid at one and one-half times his regular hourly rate for the hours worked, and will receive the equivalent of one (1) regularly scheduled shift of pay at his base hourly rate for the holiday. If an employee otherwise eligible is required or scheduled for work on a holiday, but fails to report or perform the assigned work, he shall forfeit holiday pay.

for the unworked holiday, unless such failure is because of illness or death in the immediate family or because of other similar good cause as evidenced by written certification of a physician or other proof as requested by the City.

17.7 Holiday pay shall be considered hours worked for the purpose of calculating overtime compensation.

17.8 In the event the City determines to observe a day other than the above-listed days as a City-wide holiday, that day will be treated under this Article as a holiday but only so long as the City observes it as a City-wide holiday.

ARTICLE 18
OUTSIDE EMPLOYMENT

18.1 The City permits unit employees to accept employment with other employers, or to engage in other paying work, provided that at all times City employment shall be the primary compensated work activity of unit employees. All unit employees will be required to report for duty when called, regardless of other work or employment. At no time may any unit employee use his position with the City or his uniform for any personal advantage. At no time can other employment or any other work activity of a unit employee interfere with the performance of work for the City or create any conflict of interest affecting the City or the employment with the City of such unit employee. No off-duty work will take place while the employee is receiving PTO for any medical leave-related purpose related to illness of or injury to any person or wage loss benefits attributable to City employment. Exceptions may be made to this if an employee's medical restrictions cannot be accommodated by the City. Such exceptions must be approved by the Chief of Police with the concurrence of the Human Resources Department. It is understood that no employee will be covered by worker's compensation benefits attributable to City employment as a result of any accident or injury incurred during off-duty employment. No employee shall utilize other on-duty City employees, City paid time, or City equipment, facilities or vehicles in connection with any off-duty employment.

18.2 Unit employees who intend to accept any form of non-City employment or independent contractor relationship shall complete and deliver to the Chief of Police the form attached as Appendix "A-3".

ARTICLE 19
LEGAL PROCEEDINGS

19.1 Employees who are required to serve during scheduled duty as witnesses for the City, or responding to legal processes resulting from performance of duties in any judicial or administrative proceeding, or who are required to serve during scheduled duty as witnesses for any party under a valid and lawfully served subpoena in connection with any non-personal matter which arose from the course or scope of their employment, shall be given time off with pay to serve, and shall return to duty immediately upon completion of such service, so long as at least one (1) hour of their work hours or shift is still in effect.

19.2 Employees who are required to serve in any capacity as noted in 19.1 during times other than their scheduled duty time shall be paid a minimum of three (3) hours at their base hourly rate or for the actual hours of time, whichever greater, spent by them at the courthouse or other required place of attendance. All such paid time must be documented by the employee.

19.3 All witness fees payable to an employee for or in connection with such service must be endorsed and tendered to the City by the affected employee as a condition to being paid by the City for the time taken off for witness service under the foregoing language of this article.

19.4 Actual time spent by an employee serving in the above noted legal proceedings, regardless of whether the employee is on scheduled duty during such time; and actual time spent serving as a witness under a valid and lawfully served subpoena for any party in connection with any non-personal matter which arose from the course or scope of the employment of such employee, shall be counted as hours worked for purposes of computing statutory overtime under the overtime regulations promulgated under the Fair Labor Standards Act.

ARTICLE 20
SAFETY AND HEALTH

20.1 The City and the Association agree to cooperate in making continuing efforts to eliminate accidents and health hazards and in the enforcement of City rules and regulations relating to safety.

20.2 The parties agree that the Association may appoint one individual to sit as a member of any safety committee of the City now existing or which may hereafter exist during the term of this Agreement. The individual appointed by the Association shall have the same decision making and voting rights as any other committee member. Such individual may participate in committee meetings while on duty without loss of pay if such meetings are scheduled while he is on duty. Time required to attend the Safety Committee while off-duty shall be considered as hours worked and compensated accordingly.

20.3 The Chief of Police shall give good faith consideration to implementation of any recommendation made by any such committee during the term of this Agreement, which relates to any functions or duties of unit personnel.

20.4 The City shall furnish each unit employee who so requests, fifty rounds of sidearm ammunition, twice per calendar year (100 total), so that the unit employee may practice with his sidearm. The ammunition shall be supplied by the quartermaster or approved supervisor. The rounds must be expended at an approved firing range and that training must be documented for the unit employee's training record.

ARTICLE 21
EMPLOYEE RIGHTS

21.1 The Parties agree not to interfere with the right of any eligible employee to become a member of the Association, withdraw from membership from the Association, or refrain from becoming a member of the Association.

21.2 Each employee covered by this Agreement shall have the right to inspect his official personnel file, provided, however, that such inspection shall take place during working hours at the location where the official personnel file is kept. The City adheres to Florida Statute 119 and ensures that exempt or confidential information is not disclosed when a request is made to view an employee's official personnel file, except as otherwise permitted by law. A reasonable effort will be made to inform employees when a request is made to view their personnel file by anyone not employed by the City.

21.3 Employees covered by this Agreement shall have the right to file a written response to any letter of reprimand or other derogatory document which is placed in the employee's official personnel file as a result of supervisory action or citizen complaint. At the employee's request, any such written response shall be included in the employee's official personnel file together with the specific derogatory document against which it is directed.

21.4 The City agrees to allow each employee who is a registered voter and is scheduled to work on the day and during the hours of a general election reasonable time off with pay to vote. Voting time will be scheduled in the discretion of Department management so as to not interfere with work.

ARTICLE 22
MANAGEMENT RIGHTS

22.1 It is the right of the City of Leesburg to determine unilaterally the purpose of the City of Leesburg Police Department, to set standards of services to be offered to the public, to exercise control and discretion over the operations of the City of Leesburg Police Department and to direct its employees in that Department.

ARTICLE 23
GRIEVANCE AND ARBITRATION PROCEDURE

23.1 Members of the bargaining unit will follow all written and verbal orders given by superiors even if such orders are alleged to be in conflict with this Agreement. Compliance with such orders will not prejudice the right to file a grievance within the time limits contained herein, nor shall compliance affect the ultimate resolution of the grievance. An employee covered by this Agreement shall have the right to be represented, or refrain from exercising the right to be represented in the grievance procedure. Nothing in this section shall be construed to prevent any employee from presenting his own grievances, and having such grievances adjusted without the intervention of the Association, provided the adjustment is consistent with the terms of this Agreement.

23.2 The Association may at its own discretion choose not to represent an employee pursuing a grievance who is not a dues paying member of the Association or whose grievance in the opinion of the Association is without merit. The Association shall not have liability to an affected unit employee on any claim of such employee which may arise out of any adjustment or lack thereof relating to any grievance or arbitration which was processed without representation by a duly recognized Association representative.

23.3 A grievance may be submitted by the Association as the exclusive representative of unit employees covered by this Agreement as a "Class Grievance", which is defined as a grievance which is general in nature and affects more than one employee regarding the same subject. An Association Staff Representative shall sign the Class Grievance on behalf of the affected unit employees. If a Class Grievance is alleged to affect less than the entire unit, each affected individual must be named in the initial filing. A Class Grievance shall be submitted at Step 2 (Chief of Police) within seven (7) business days of the Association's knowledge of the occurrence of the action giving rise to the grievance.

23.4 A "grievance" is a claimed violation of this Agreement. No grievance will or need be entertained or processed unless prepared in writing in the manner described herein, and unless filed in the manner provided herein within the time limit prescribed herein. A grievance may be filed by either a bargaining unit employee ("employee" as used herein being understood to include the plural for purposes of this Article) or by the Association. Grievances are limited to claims which are dependent for resolution exclusively upon interpretation or application of one or more express provisions of this Agreement. The City need not entertain or process under this article and may refuse to entertain or process any dispute, claim or complaint or other matter not meeting this definition.

23.5 Grievances will be processed in the following manner and strictly in accordance with the following stated time limits.

Step 1: An aggrieved employee or the Association shall present in writing the grievance to the aggrieved employee's commander within his chain of command within seven (7) business days of the aggrieved employee's or Association's knowledge of the occurrence of the action giving rise to the grievance. The commander shall reach a decision and communicate it in writing to the grievant within seven (7) business days from the date the grievance was presented to him. The failure of the aggrieved employee or the Association to make the grievance known in writing to the commander within seven (7) business days of such knowledge of the occurrence of the action giving rise to the grievance shall constitute a final and conclusive bar on the merits of the grievance. The phrase "action giving rise to the grievance" shall include a final decision made by a representative of the City which results at a later time in the action which is the subject of the grievance.

Step 2: If the grievance is not fully resolved at the first step, the aggrieved employee or Association may forward the written grievance to the Chief of Police within seven (7) business days of receipt of the answer provided in Step 1. If there is a meeting involved in this step, an Association representative may attend. The City shall notify the aggrieved employee and the Association of the Chief's decision within seven (7) business days following the meeting.

Step 3: If the grievance is not resolved with finality in Step 2, the aggrieved employee or Association may forward the written grievance to the City Manager within seven (7) business days of receipt of the answer provided in Step 2. The City Manager and the aggrieved employee and/or Association will meet at mutual convenience but no later than seven (7) business days from the date the grievance was presented at Step 3. The decision of the City Manager shall be determinative of the grievance, subject to the provisions in Article 23.6 on arbitration. Such decision shall be furnished to the Association in writing within seven (7) business days following the meeting.

23.6 ARBITRATION

a. If the grievance is not resolved by the foregoing grievance procedure, the Association, within fourteen (14) calendar days after its receipt of the decision of the City Manager in Step 3, may give to the City, by hand delivery or by registered or certified mail, a written notice of its desire to submit the matter to arbitration; said written notice to include a written statement of the position of the Association with respect to the arbitral issues.

b. The parties agree to an Expedited Arbitration Procedure in every case, unless one or both of the parties object to the Expedited Arbitration Procedure, in writing. Arbitrators will abide by the rules set forth in the Federal Mediation and Conciliation Service (FMCS) Expedited Arbitration procedure. Where one or both parties have objected to the Expedited Arbitration, the process will be through the regular arbitration procedure. In the event that a transcript of a hearing is requested, before an arbitrator is prepared, the party ordering the transcript shall pay the cost thereof. In the event more than one party desires a copy of the

transcript, the cost of said transcript will be prorated and paid in proportion to the number of parties requesting the transcript.

c. Within fourteen (14) calendar days from receipt of such notice, the parties shall select an arbitrator. In the event the parties fail to agree on an arbitrator, the Association shall, within fourteen (14) calendar days, request a list of seven (7) qualified arbitrators from the FMCS. The City shall be copied on the request. The Association and then the City will alternately eliminate one at a time from said list of names or persons not acceptable until only one remains and this person will be the arbitrator. A coin toss will determine which party has the right to first strike arbitrators.

d. As promptly as possible after the arbitrator has been selected, he shall conduct a hearing between the parties and consider the grievance. The decision of the arbitrator will be served upon the employee or employees aggrieved and upon the City and the Association in writing. It shall be the obligation of the arbitrator to rule within twenty-one (21) calendar days after the hearing.

e. The expense of the arbitration, including the fee and expenses of the arbitrator, shall be paid by the losing party. Each party shall be exclusively responsible for compensating its own representatives and witnesses. In the event the witnesses are City employees, and their testimony is relevant, they shall be relieved from their normal duties for the purpose of their testimony with no loss of pay. At the conclusion of their normal scheduled duty hours, the City will not be liable for payment of overtime.

f. The submission to the arbitrator shall be based exclusively on the written grievance as submitted in Step 1 (or Step 2 in the case of a Class Grievance) of the grievance procedure, and shall include a copy of this Agreement.

g. The power and authority of the arbitrator shall be strictly limited to determination and interpretation of the express terms of this Agreement. He shall not have the authority to add to or subtract from or modify any of said terms, or to limit or impair any right that is reserved by this Agreement, by statute or otherwise to the City or the Association or the employees, or to establish or change any wages or rate of pay in this Agreement. The arbitrator shall have the exclusive authority to rule on issue(s) of arbitrability.

h. No decision of any arbitrator or of the City in one case shall create a basis for retroactive adjustment in any other case.

i. In settlement or resolution by arbitration of any grievance resulting in retroactive adjustment, including back wages, such adjustment shall be limited to a maximum of fourteen (14) calendar days prior to the date of the filing of the grievance at Step 1 (or Step 2 in the case of a Class Grievance).

j. All claims for back wages shall be limited to the amount of wages that the employee otherwise would have earned from the City, less any unemployment compensation or

compensation from any other sources that he received during the period for which the back pay was awarded.

k. The decision of the arbitrator is final and binding on both parties, and the grievance shall be considered permanently resolved, subject to any judicial relief available to either party under Florida law. Upon receipt of the arbitrator's decision, corrective action, if any, will be implemented as soon as possible, but in any event no later than fourteen (14) working days after receipt of the decision, unless a party intends to challenge the decision.

l. It is agreed, with respect to this grievance and arbitration procedure, that:

(1) It is the intent of the parties that grievances must be raised at the earliest possible time. Any grievance, in order to be entertained and processed, must be submitted in writing at Step 1 (or in the case of Class Grievance Step 2) within seven (7) business days after initial knowledge of the action allegedly giving rise to the grievance, which means, as indicated in Step 1 above, within seven (7) business days after knowledge of a final decision which results in the action which is the subject of the grievance.

(2) A matter otherwise constituting a grievance not presented at the appropriate step within the time limit prescribed and in compliance with paragraph 1 above shall be conclusively barred on the merits following expiration of the prescribed time limit. Such a time-barred grievance need not be entertained or processed, and only factual disputes as to timing will be the subject of any arbitration resulting from the matter. A grievance which is for any reason not advanced to Step 2 or to arbitration within the time limits prescribed herein for such advancement shall be similarly permanently withdrawn and barred. Failure on the part of the City to respond within the time limit set forth at any step shall require the aggrieved employee or Association to proceed to the next step or to arbitration, and failure on the part of the aggrieved employee or Association to so proceed within the time limit after expiration of the time limit for the City's response shall cause the matter to be barred as set forth in this paragraph.

(3) A time limit at any stage of the grievance procedure may be extended by written mutual Agreement of the Association and the City.

(4) All grievances shall be dated and signed by the aggrieved employee or Association representative. Any decision rendered shall be in writing and shall be dated and signed by the City's representative at that step.

(5) In any grievance there shall be set forth in space provided on the grievance form or on attachments, if necessary, all of the following:

- (i) a complete statement of the grievance and facts upon which it is based;
- (ii) the section or sections of this Agreement claimed to have been violated; and
- (iii) the remedy or correction requested.

(6) Unless mutually agreed, all grievance hearings will be during working hours.

(7) Any grievances filed on behalf of or for the benefit of any employee or employees must specifically name all such employees, or class/unit of employees such as all unit members assigned to Patrol, and may not be amended after progression to Step 2 to add names. No monetary or other relief shall be granted or awarded to any employee not so named. The only exception to this is that if the Association claims that a grievance affects the entire unit (Class Grievance), it may describe the unit generally.

(8) In all cases requiring the aggrieved employee or the Association to timely present or advance a grievance to a designated City official, hand delivery during normal business hours, Monday through Friday, except holidays hereunder, to the office of that official shall be sufficient for compliance with prescribed time limits if the designated official is not personally available for service.

ARTICLE 24
DRUG TESTING

24.1 The Association agrees to the current City of Leesburg Drug Free Workplace Policy (the "Policy") approved by the City Commission on May 28, 1991, and in effect from November 20, 1991. Should the City desire to modify, change or amend the existing drug testing policy affecting unit employees, the parties agree to meet and bargain the impact of such modifications, changes or amendments to the policy prior to implementation.

ARTICLE 25

WORK RULES

25.1 Employees shall be required to observe and comply with the written regulations governing their employment as set forth in the City of Leesburg Personnel Policies manual, the City of Leesburg Police Department Rules, and Regulations, Operating Procedures and General Orders manual, current Department procedures and such special and general orders and written communications as issued from time to time, commonly referred to as Standard Operating Procedures and the Chief's Directives as they may be amended from time to time, not in conflict with this Agreement.

25.2 Employees shall be required to observe and comply with such additional or supplemental rules and regulations promulgated and published by the Chief of the Police Department, provided that such rules and regulations shall not be contrary to any of the provisions of this Agreement. No disciplinary action will be taken for violation of a posted rule or regulation until at least five (5) business days after posting. The posting of additional or supplemental rules will be on Power DMS, not in conflict with this agreement.

25.3 All unit members shall be furnished with all written rules, policies or regulations specifically pertaining to the Police Department, at least seven (7) calendar days in advance of being held accountable for said changes.

ARTICLE 26
REPRODUCTION OF AGREEMENT

26.1 The City will publish an electronic copy of this Agreement and the City of Leesburg Personnel Policies and Procedures and Police Department Rules and Regulations, as issued and/or amended, to Power DMS for unit members and the Association's Chief Negotiator. The City shall give Power DMS access to the PBA Chief Negotiator, so that he may review the policies and make appropriate comments to the City.

ARTICLE 27
NOTICE

27.1 Any notice to be given under this Agreement shall be given by email and/or certified mail. A written reply, from the receiver, acknowledging receipt is required to verify delivery of any notice. If notice is given by the Association to the City, it shall be addressed to the Director of Human Resources, City Hall, Post Office Box 490630, Leesburg, Florida 34749-0630; and any such notice if given by the City to the Association shall be addressed to the Association's Chief Negotiator of the Florida Police Benevolent Association, Inc., 300 East Brevard Street, Tallahassee, Florida 32301, or to the Chief Negotiator's mailing address (including email address) on file with the City.

ARTICLE 28
SAVINGS

28.1 If any article of this Agreement or any portion of any article is ruled to be illegal or otherwise invalid, either as to language or application, by any Court or other tribunal having jurisdiction of the parties and this Agreement, such ruling shall not invalidate the remaining articles and portions of articles of this Agreement.

ARTICLE 29
NO STRIKE

29.1 Neither the Association nor any of its employees or agents nor members covered by this Agreement, nor any other employees covered by the Agreement, will authorize, instigate, condone, promote, support, or engage in any strike, work slow-down, work stoppage, or other prohibited activities as defined in Section 447.203(6), Florida Statutes.

29.2 Any or all employees covered by this Agreement who violate any provision of law prohibiting strikes or of this Article will be subject to disciplinary action up to and including termination, and any such action by the Employer shall not be subject to the grievance procedure established herein.

29.3 Nothing in this Article shall interfere with or affect the application of Section 447.507, Florida Statutes.

ARTICLE 30
FUNERAL LEAVE

30.1 When a death occurs in a unit employee's immediate family, defined as the employee's spouse, mother, father, legal guardian, mother-in-law, father-in-law, step parents, son, daughter, son-in-law, daughter-in-law, step children, brother, sister, grandparent (including great grandparents as long as documentation showing relationship is provided), grandchildren or dependents living in the same household, the employee may, upon request, be excused and paid for up to three (3) work days to attend a funeral. Employees may, when necessary, use PTO or LTB, if available, to extend funeral leave for a funeral out of state. Payment shall be at the regular base rate.

30.2 An employee will not receive funeral pay when it duplicates pay received for time not worked for any other reason.

30.3 Paid funeral leave shall not be considered hours worked for the purpose of calculating overtime.

ARTICLE 31
CITY OF LEESBURG MUNICIPAL POLICE OFFICERS' PENSION TRUST FUND

31.1 The parties agree that the City will continue participation in the City of Leesburg Municipal Police Officers' Pension Trust Fund (the "Plan"), which was adopted in Chapter 17, Article IV of the City's Code of Ordinances.

31.2 The multiplier used to calculate the disability pension shall be as follows:

Three percent (3%) for each year of credited service prior to May 27, 2003;
plus

Two percent (2%) for each year of credited service between May 27, 2003
and September 30, 2009; plus

Two-point five percent (2.5%) for each year of credited service between
October 1, 2009 and September 30, 2015; plus

Three percent (3%) on or after October 1, 2015.

31.3 The foregoing changes will apply only to eligible sworn personnel who are employed by the City as such upon full implementation of the changes, and not to any person not employed at such time or who enters the DROP plan prior to such implementation.

31.4 All Premium Insurance Revenues derived from Chapter 185, received by the City, during the term of this Agreement shall be used exclusively by the City to fund the benefits first, and second, the incurred unfunded liability of the City of Leesburg Municipal Police Officers' Pension Trust Fund.

31.5 Unit employees who retire under the provisions of normal retirement shall, upon the last day of employment, be awarded their service side-arm and retirement credentials.

ARTICLE 32

GENERAL PROVISIONS

32.1 The City agrees to continue to provide unit employees with life insurance in the amount of fifty-thousand dollars (\$50,000) with one-hundred percent (100%) of the premium paid by the City upon completion of 90 days full-time employment with the City.

32.2 The City agrees to continue to provide unit employees with accidental death and dismemberment insurance per State statute with one-hundred percent (100%) of the premium paid by the City upon completion of 90 days full time employment with the City.

32.3 The City agrees to pay fifty percent (50%) of the monthly fee for the employee and spouse to participate in a wellness program provided through one of the City-approved health and fitness clubs. There will be no attendance requirements, and membership can only be cancelled during open enrollment.

32.4 Unit employees may be reimbursed for the loss or damage to personal property, provided such loss occurs during performance of a job duty and is caused by an act or event not the fault of the employee, such as, for example, an altercation begun by an arrestee. All such reimbursements are subject to the following restrictions:

a. The maximum reimbursement for items of personal necessity (including, but not limited to, non-prescription eyewear watches and hearing aids) shall be one-hundred-fifty (\$150) dollars, except that prescription eyewear shall be reimbursed up to a maximum of three hundred (\$300) dollars.

b. The maximum reimbursement for all other personal property shall be one hundred (\$100) dollars.

c. Requests for reimbursement for the loss of or damage to personal property must be made within the shift in which the loss or damage occurs, unless mitigating circumstances such as an injury prevent the employee from doing so. In these situations, the employee has five (5) work days to make the request for reimbursement.

d. To aid in establishing the amount to be reimbursed, the employee will be required to provide to the City the receipt for the replacement article.

e. Reimbursement for lost or damaged personal property must be approved by the Chief of Police or his designee. The Chief of Police may approve reimbursement beyond the limits established by this section if he feels that such action is warranted by extraordinary circumstances.

32.5 TAKE-HOME VEHICLE PROGRAM — The City agrees to continue the Police Department Take-Home Vehicle Program under the provisions of General Order 19-2, Section 4.4, A through H. Any changes to the program will require the City to notify and meet with the Association and negotiate the impact of such proposed changes.

32.6 Footwear. The City will provide \$150, per fiscal year (October 1 – September 30), for approved footwear. The footwear stipend will be paid on the pay period immediately following October 1.

32.7 Computer Purchases. Eligible unit employees will have the benefit of the City's Employee Computer Purchase Plan (Personnel Policy #705) to the same extent as other eligible General Fund City employees.

ARTICLE 33
MILITARY LEAVE

33.1 All unit employees will have the benefits outlined in the City's Military Leave Policy (Personnel Policy #390).

ARTICLE 34
COMPENSATION

34.1 Effective October 1, 2023, the below wage ranges are adopted.

For Fiscal Year 2023-2024, all bargaining unit members shall receive a sixteen percent (16%) General Wage Increase (GWI) in base pay or a pay increase to the new minimum pay. Unit members with six months or greater sworn law enforcement service with the Leesburg Police Department shall make a minimum of \$60,300.

The annual maximum of each salary range shall be advanced as outlined in the below tables:

In the event the City hires a law enforcement officer with previous experience from an agency of similar size or larger, the Chief may grant an additional base pay of up to fifteen percent (15%).

Fiscal Year 2023-2024

Position	Hourly Min	Hourly Max	Annual Min	Annual Max
Police Officer/Detective 300	\$27.15	\$37.43	\$60,001.50	\$82,720.30
Senior Police Officer/Detective 302	\$28.92	\$40.94	\$63,913.20	\$90,477.40
Police Corporal/Detective Corporal 304	\$30.37	\$45.49	\$67,117.70	\$100,532.90
Police Sergeant/Detective Sergeant 306	\$34.11	\$51.53	\$75,383.10	\$113,881.30

34.2 The parties agree to re-open this Agreement for bargaining compensation for fiscal year 2024-2025 (beginning October 1, 2024, and ending September 30, 2025). Such negotiations must begin no later than June 1 for the preceding fiscal year, and notice must be given under Article 27 of this Agreement.

34.3 The parties agree to re-open this Agreement for bargaining compensation for fiscal year 2025-2026 (beginning October 1, 2025, and ending September 30, 2026). Such negotiations must begin no later than June 1 for the preceding fiscal year, and notice must be given under Article 27 of this Agreement.

34.4 Should the increases adopted above result in a unit member being placed above the maximum, the unit member shall receive the difference of the GWI as applied and the maximum wage range in the form of a bonus check paid in the first full pay period of October. Said payment is to be treated as pensionable income.

34.5 Accrual Maximum Rate: Pursuant to the terms in Article 16, earned payments made for PTO accruals shall be paid at the employee's current rate of pay up to the maximum amount provided for in Article 16.19.

34.6 Education Incentive. Each employee covered by this Agreement and entitled to Educational Incentive Pay under guidelines established by the State of Florida for the completion of certain educational courses related to his job as a law enforcement officer shall continue to be so entitled, subject to the following: should the State of Florida Education Incentive Pay program be altered, amended or ended, that will be binding on the parties.

34.7 Specialty Pay

a. Special Weapons And Tactics Team - Each unit employee that is a member of the Leesburg Police Department's Special Weapons And Tactics Team shall continue to receive additional specialty pay in the amount of two-percent (2%) above said employee's current base rate of pay, provided, however, this shall apply only so long as an employee is a member, and such additional specialty pay shall cease upon cessation of membership for any reason.

b. Field Training Officer (FTO) shall receive one (1) additional hour of PTO per each shift while training a probationary unit member. The PTO hour will be added to the FTO's accrual bank and available to use on the pay period following submission.

c. Field Training Officer (FTO) Supervisor shall receive an incentive pay in the amount of \$1,250 annually and will be paid as an "add pay" in the amount of \$48.08 bi-weekly and will not be included in the base pay of any unit employee.

d. K-9 Supervisor shall receive an incentive pay in the amount of \$1,250 annually and will be paid as an "add pay" in the amount of \$48.08 bi-weekly, and will not be included in the base pay of any unit employee.

e. Emergency Medical Technician (EMT) Incentive - To receive such pay, unit employees must have received EMT specialized training and maintain their EMT certification. The unit member shall submit a copy of his EMT certificate to the Chief of Police. The EMT incentive pay shall be \$1,250 annually and will be paid as an "add pay" in the amount of \$48.08 bi-weekly and will not be included in the base pay of any unit employee.

34.8 Clothing Allowance. Each unit employee assigned to non-uniform assignments (i.e. Detective) shall receive a clothing allowance in the amount of one thousand dollars (\$1,000.00) annually, paid on the first pay period for the new fiscal year. Clothing allowance for employees temporarily assigned to such non-uniformed assignments shall be prorated for the time assigned to non-uniform duties (i.e. 6-month assignment shall receive \$500.00). Unit employees promoted, reclassified, or transferred to a non-uniform assignment shall receive the clothing allowance calculated on remaining quarters in the fiscal year at two-hundred fifty dollars (\$250.00) per quarter. Unit employees assigned to light duty shall not be entitled to the clothing

allowance during the period of such assignment. Clothing allowance payments are considered taxable income to the employee.

34.9 K-9 Allowance. The position of K-9 handler performs work related to the care of departmental dogs outside of their normally scheduled hours. The City recognizes that this time is compensable under the provisions of the Fair Labor Standards Act and will be paid in accordance with the following:

a. Employees assigned to K-9 duty will be paid for the care of departmental dogs done after their normally scheduled work hours. The parties to this Agreement concur that an average of three-and-one-half (3.5) hours per week is spent on such duties. K-9 handlers will be paid at their regular hourly rate of pay for completion of such duties and such hours will be considered as part of the K-9 handlers normally scheduled work hours.

34.10 Holiday Bonus. Should the City grant holiday bonuses City-wide to City employees outside the bargaining unit in any fiscal year during the term of this agreement, unit employees shall receive the same bonus, provided it shall set no precedent or status quo for any future bonus.

34.11 Out of Classification Pay. Any employee of the bargaining unit required to temporarily fill and assume the duties of a higher classification position for a period greater than eighty (80) consecutive hours shall receive a five percent (5%) salary increase. The affected employee's out of classification pay will begin the first scheduled workday after the absence of the higher classified employee for eighty (80) consecutive hours. The employee receiving out of classification pay will return to his regular salary upon return of the higher classified employee to work.

34.12 On Call/Standby Pay. Unit members placed on standby/on-call shall receive twenty-five dollars (\$25) per day while on such status.

34.13 Shift Differential. Bargaining unit members who work between the hours of 1800 and 0600, shall be paid a shift differential of one dollar (\$1.00) per hour for all time worked.

ARTICLE 35
PROMOTIONS AND CAREER LADDER WITHIN UNIT

35.1 Promotions and other progressions within the bargaining unit will take place in accordance with the provisions of General Order No. 15-1, titled “Promotions Process – Senior Officer, Corporal, and Sergeant”, dated September 30, 2020 and this Agreement.

35.2 Career Ladder – Duty Assignment change from Officer to Detective

:1 A minimum of three (3) years of sworn law enforcement experience with two (2) years of current and continuous service with the Leesburg Police Department or a minimum of five (5) years as a certified police officer with another police agency and three (3) years’ experience as a police investigator and have completed the Leesburg Police Department’s FTO program, and

:2 Documented demonstrated performance in handling crime scenes and investigations

:3 Selection of Top Three (3) Candidates by Chief of Police

35.3 Criteria for re-classification to Senior Officer/Senior Detective (Alternative Career Ladder)

:1 A minimum of four (4) years of sworn law enforcement experience with the Leesburg Police Department with one (1) year of current and continuous service and at least one of the following options.

:2 Option 1 – Maximum Salary Incentive Courses (480) hours; must include Police Instructor Techniques or;

:3 Option 2 – Attainment of an Associate Degree or higher from Nationally or Regionally Accredited School or;

:4 Options 3 – Combination of Salary Incentive and College education equivalent to 480 hours, which must include Police Instructor Techniques. Each three (3) semester hours of education will be equivalent to one (1) forty (40) hour Salary Incentive Course or;

:5 Option 4 – A combination of Salary incentive Courses (minimum of 240 hours, including Police Instructor Techniques), College education and/or Community Service (minimum of 240 hours) for a total of a minimum of 480 hours. Community Service work to be pre-approved by the Chief of Police or his designee, Non-paid Community Service hours are one (1) hour of service equals 1.5 hours credited to Community Service with a maximum of 240 hours credited. Each three (3) semester hours of education will be equivalent to one (1) forty (40) hour Salary Incentive Course.

:6 In addition to the above, must have performance evaluations consistently meeting or exceeding Department standards.

:7 Endorsement by the Chief of Police

35.4 Corporal – The City shall maintain the rank of Corporal and the criteria for promotion to the rank of Corporal is as follows:

:1 A minimum of four (4) years of sworn law enforcement experience with the Leesburg Police Department with three (3) years of current and continuous service and at least one of the following options.

:2 480 hours of Salary Incentive courses to include Line Supervision or Police Instructor Techniques or;

:3 An Associate Degree or higher from Nationally or Regionally Accredited School.

:4 Participated and completed successfully in the currently posted Promotional Assessment Process and is currently rated as one of the top three (3) candidates for promotion.

:5 In addition to the above, must have performance evaluations consistently meeting or exceeding Department standards.

35.5 Sergeant – Criteria for the promotion to the rank of Sergeant is as follows:

:1 A minimum of four (4) years of sworn law enforcement experience with the Leesburg Police Department with three (3) years of current and continuous service and at least one of the following options

:2 480 hours of Salary Incentive courses to include Line Supervision and Police Instructor Techniques and a minimum of twelve (12) hours of college credits for course work or;

:3 An Associate Degree or higher from Nationally or Regionally Accredited School.

:4 Participated and completed successfully in the currently posted Promotional Assessment Process and is currently rated as one of the top three (3) candidates for promotion.

:5 In addition to the above, must have performance evaluations consistently meeting or exceeding Department standards.

35.6 Selection for Corporal or Sergeant promotions must meet the criteria above and in addition, the successful candidate will be selected from among the top three (3) candidates by the Chief of Police. Should the top candidate(s) be passed over, the Chief or their designee may be requested by the candidate, to meet in person and discuss reasons why the candidate(s) were not selected and recommendation(s) as to how to improve on the deficit(s).

35.7 Upon written announcement of the testing for the Corporal and/or Sergeant ranks, the City shall provide a list of relevant study materials from which the written portion of the examination process shall be taken, to each qualified applicant within at least thirty (30) days from the testing date.

Any industry standard publications, textbooks, periodicals and/or manuals utilized to prepare portions of the written examination may be obtained through available resources by the candidate, as they deem necessary and/or appropriate.

35.8 Scoring shall be consistent with the process identified in Policy 15-1 effective September 30, 2020.

35.9 The eligibility list shall be effective for a twelve (12) month period after completion of the promotional process unless the qualified eligibility list contains three (3) or less candidates, in which case the Chief shall have the discretion to require a new round of testing.

35.10 Final approval of the successful candidate shall be made by the Chief of Police with concurrence of the City Manager.

35.11 Unit members promoted to the ranks of Corporal or Sergeant shall serve a probationary period of three (3) months. If during the probationary period, a documented unsatisfactory performance does not improve, the probationary member may be returned to the rank that he held prior to his promotion. The discretion to return a unit member to his former rank shall be the Chief's, subject to Article 23.

35.12 Unit members receiving a promotion to Senior Officer, Corporal, or Sergeant shall receive an increase of five percent (5%) to base pay or the minimum of the new pay range, whichever is greater.

ARTICLE 36

DURATION

SECTION 1 - Duration

This agreement shall take effect in accordance with Section 447.309(1), Florida Statutes, on October 1, 2023, and shall terminate and expire on September 30, 2026. It shall not renew automatically.

SECTION 2 – Re-Openers

The City and the Association agree that for the Fiscal Years 2024-2025 and 2025-2026, each party has the right to reopen up to one (1) article in addition to Article 34.

SECTION 3 – Memorandum of Understanding/Settlements

The parties recognize that during the term of this Agreement situations may arise which require that terms and conditions not specifically and clearly set forth in the Agreement must be clarified or amended. Under such circumstances, the Association is specifically authorized by bargaining unit members to enter into the settlement of grievance disputes or memorandum of understanding that clarifies or amends this Agreement, without having to be ratified by bargaining unit members.

IN WITNESS HEREOF, the parties have signed this **AGREEMENT** to be effective as of October 1, 2023.

Ratified this ____ day of _____, 2023

CITY OF LEESBURG, FLORIDA

By:

Mayor

ATTEST:

Julie R. Purvis, City Clerk

Ratified this ____ day of _____, 2023

**FLORIDA POLICE BENEVOLENT
ASSOCIATION, INC.**

By:

George J. Corwine, Chief Negotiator
Florida Police Benevolent Association

ATTEST:

Shannon Walsh
Leesburg PD Representative

APPENDIX “A-1”

*

DUES CHECK-OFF AUTHORIZATION
I, _____ (Full Name – Print)
_____ (Social Security Number)
an employee of the _____ (Employee Agency)
authorize you, as my Employer, to deduct from my regular salary, membership dues as established by the Florida Police Benevolent Association, Inc.
Please begin my deduction with the first pay period following the date this authorization form is received by the Employer, and continue said deduction until: 1) revoked by me at any time upon 30 days written notice to my Employer, or 2) termination of my employment. Deductions made pursuant to this authorization shall be transmitted to the FLORIDA POLICE BENEVOLENT ASSOCIATION, INC.
My signature hereon is authorization to release my social security number when reporting dues deductions.
_____ Signature
_____ Date

After filling out these forms, please fold this information to the inside with the Postage Paid Business Reply Mail Panel on the outside. Tape the edges to protect your personal information and then drop in the mail box.

*Current membership dues deduction application/form used by PBA

APPENDIX “A-2”

**REVOCATION OF PAYROLL DEDUCTION AUTHORIZATION FOR ASSOCIATION
DUES OF FLORIDA POLICE BENEVOLENT ASSOCIATION, INC.**

I hereby revoke my previous written authorization for the withholding and forwarding of Association dues and uniform assessments, if any, and I hereby instruct the City of Leesburg to stop deducting from my wages all such monies.

Received by Human Resources Department on:

Date

By: _____

Employee Signature

Date

Payroll Number

APPENDIX "A-3"

NOTIFICATION OF SECONDARY EMPLOYMENT

I, _____, in accordance to the City of Leesburg Policy No. 515, Conflict of Interest and Outside Employment, which was effective February 1, 2011, *An employee engaging in outside work or employment shall disclose the source of such employment, the scope and nature of the relationship between the employee and the source of earnings or income from such employment, as well as the anticipated quantity of hours worked and the time of day those hours will be worked in a written, sworn (notarized) statement to his Department Head (with a second copy to be provided to Human Resources). This statement shall be submitted and approved by the Department Head prior to commencement of work, when practical. This shall be updated by the employee whenever conditions of outside employment change (source of earnings or income, number of hours worked, new employment, etc.).*

Work part-time or flex position at: _____. This job is done on my off hours working _____ hours per week or month; during _____ time of day. The scope of my duties are:

Employee Signature

Date

Employee's Address

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ (date) by _____ (name of person acknowledging), who is personally known to me or who has produced _____ (type of identification) as identification and who did (did not) take an oath.

(Signature of Person Taking Acknowledgement)

(Name of Acknowledger Typed, Printed or Stamped)

(Title or Rank)

(Serial Number, if any)

(NOTARY'S SEAL)

Department Head Signature

Date

APPENDIX "A-4"

**PBA COLLECTIVE BARGAINING AGREEMENT
GRIEVANCE FORM**

Step 1 2 3 Class Action (circle appropriate step)

Employee's Name/PBA: _____ Class Title: _____

Employee #: _____ Department: _____

Business Telephone: _____ Division: _____

Unit: _____

NATURE OF GRIEVANCE

(involving interpretation or application of specific provisions of the Collective Bargaining Agreement)

DATE ACT OR CONDITION OCCURRED: _____ Day of _____, 20__.

ARTICLE and SECTION OF AGREEMENT: (which has allegedly been violated) _____

REMEDY: _____

IS PBA REPRESENTATION DESIRED ☐ Yes ☐ No

If so, name of representative: _____

Representatives Business Telephone: _____

FOR Class Action GRIEVANCES ONLY - I have been designated by the following named employees to act as spokesperson and be responsible for processing the above grievance in their behalf:

SIGNED: _____ Date Submitted: _____

SUBMITTED TO: Name _____ Class Title: _____

(If space is insufficient to write complete information, attach a separate sheet.)

Managements response:
(Attached reason for Denial)

____ Grievance accepted in whole.
____ Grievance accepted in part.
____ Grievance rejected.

Manager's Signature: _____

Date Delivered to Grievant: _____

Copy

Unit Member

PBA

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.C.5.

Meeting Date: June 12, 2023

From: Al Minner, (City Manager)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Ratification of the Collective Bargaining Agreement with the Professional Firefighters of Leesburg Local 2957, IAFF, AFL-CFO-CLC; and providing an effective date.

Staff Recommendation:

Staff recommends ratification of the Collective Bargaining Agreement.

Analysis:

A tentative agreement has been reached with the Professional Firefighters of Leesburg Local 2957, IAFF, AFL-CFO-CLC. The union membership has ratified the tentative agreement. The next step in the CBA process is for the Commission to ratify the tentative agreement.

Assuming approval by the City Commission, the agreement will be effective from October 1, 2023 until September 30, 2026. Beyond September 30, 2026, the terms become "status quo" until a new agreement is reached. The City is obligated to continue the bargaining process.

Modifications to the existing contract have been underlined in the attached document. Most notable changes are as follows:

- Article 6 - Pay increases for existing union members shall be 5% for FY 23-24 with an opening for FY 24-25 and FY 25-26. The entry level pay shall increase 5%. Paramedic pay shall increase by approximately 21% in the first year of the agreement, and will be negotiated in years two (2) and three (3).
- Article 6 and one additional article, to be determined by the collective bargaining union, will open for negotiations in years two (2) and three (3) of the agreement.
- Article 7 – Scheduled time off will count towards determining FLSA compensation. Mandatory overtime shall be paid at double their hourly rate if it meets the criteria outlined in their internal Standard Operating Guidelines (SOG).
- Article 12 – Light duty assignments may be provided for non-work-related injuries at the sole discretion of the Fire Chief and consistent with applicable law.

Procurement Analysis:

N/A

Options:

1. Adopt the Resolution Ratifying the Collective Bargaining Agreement with the Professional Firefighters of Leesburg Local 2957, IAFF, AFL-CFO-CLC as presented; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

The proposed agreement represents a total 7.5% increase to overall salaries in the first year of the agreement.

Part 1 Fourth Quarter FY 23 - Approximately \$110,000 will be required to implement the CBA in FY 23. Funds are available in the existing budget from position vacancies.

Part 2 FY 24 - The proposed agreement represents a 7.5% increase to salaries in the first year of the agreement, the City manager has proposed a modification to FY 24 revenues with fire assessment increases and a potential property tax reduction.

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, AUTHORIZING THE RATIFICATION OF THE COLLECTIVE BARGAINING AGREEMENT WITH THE PROFESSIONAL FIREFIGHTERS OF LEESBURG LOCAL 2957, IAFF, AFL-CFO-CLC; AND PROVIDING AN EFFECTIVE DATE.

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

THAT an Agreement has been reached with the Professional Firefighters of Leesburg Local 2957, IAFF, AFL-CFO-CLC.

THAT the Union Membership has approved the Agreement, and

THAT this Agreement is hereby Ratified and Accepted by the City of Leesburg, and

THAT the Mayor and City Clerk are hereby authorized to execute an agreement on behalf of the City.

THAT this resolution shall become effective October 1, 2023.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 12th day of June 2023.

Mayor

ATTEST:

City Clerk



Article 6
Compensation

6.1. Effective ~~April 30, 2022, and~~ October 1, 202~~3~~², the below ranges are adopted.

<u>April 30, 2022 @ 2704 hours per year</u>				
<u>Position</u>	<u>Hourly Min</u>	<u>Hourly Max</u>	<u>Annual Min</u>	<u>Annual Max</u>
Firefighter 520	\$14.82	\$21.49	\$40,073.28	\$58,108.96
Firefighter/Engineer 524	\$16.86	\$24.41	\$45,589.44	\$66,004.64
Fire Lieutenant 529	\$20.34	\$29.55	\$54,999.36	\$79,903.20

<u>October 1, 2023² @ 2704 hours per year</u>				
<u>Position</u>	<u>Hourly Min</u>	<u>Hourly Max</u>	<u>Annual Min</u>	<u>Annual Max</u>
Firefighter 520	\$16.34 ^{15.56}	\$23.69 ^{22.56}	\$44,183.36 ^{42,074.24}	\$64,057.76 ^{61,002.24}
Firefighter/Engineer 524	\$18.59 ^{17.70}	\$26.91 ^{25.63}	\$50,267.36 ^{47,860.80}	\$72,764.64 ^{69,303.52}
Fire Lieutenant 529	\$22.43 ^{21.36}	\$32.58 ^{31.03}	\$60,650.72 ^{57,757.44}	\$88,096.32 ^{83,905.12}

6.2. ~~Effective on April 30, 2022, all employees in this bargaining unit shall receive a maximum of a three percent (3%) increase or be moved to the starting pay range for their job classification.~~

6.3 Effective on October 1, 202~~3~~², all employees in this bargaining unit shall receive a maximum of a five percent (5%) increase or be moved to the starting pay range for their job classification, whichever is greater.

The salaries and wages depicted in Section 6.1 of this Agreement provide for a five percent (5%) step increase in year one (1), and a wage opener in years two (2) and three (3); these pay increases per year shall not exceed the new salary ranges for all bargaining members, which becomes effective October 1, 2023. Newly hired probationary employees shall not be eligible for the step increase until successful completion of the six (6) months evaluation

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period. Once the new employee has completed the probationary period he shall receive the step increase in accordance with this article. The parties agree there shall be no compensation adjustments of any kind unless agreed to by the parties in collective bargaining. Further, the parties agree that there is no entitlement or guarantee to wages/salary adjustments not specifically provided for in this agreement.

The parties agree to re-open this Agreement for the sole purposes of bargaining about compensation and one additional article to be determined by the collective bargaining union for fiscal year 2024-2025 (beginning October 1, 2024 and ending September 30, 2025) and for fiscal year 2025-2026 (beginning October 1, 2025 and ending September 30, 2026). Such negotiations must begin no later than June 1 for the preceding fiscal year and notice must be given under Article 35 of this agreement.

~~The parties agree there shall be no compensation adjustments of any kind unless agreed to by the parties in collective bargaining. Further, the parties agree that there is no entitlement or guarantee to wages/salary adjustments not specifically provided for in this agreement.~~

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~~6.34.~~ A current bargaining unit employee promoted into a higher position within the unit will receive at least a five percent (5%) increase from his then base compensation, even if the result places him over the minimum of the applicable range.

6.45. An employee hired into the bargaining unit from outside the City's workforce will be assigned a starting base compensation within the applicable range based on the City's assessment in its sole discretion of his experience and qualifications. Such starting base compensation may exceed the minimum for the range.

6.56. The City's classification and pay plan do not apply to bargaining unit employees; base compensation Paramedic, Field Training Officer (FTO), and Coordinator "Add Pay" of employees is governed exclusively by this Article 6.

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6.67. Each bargaining unit employee will be evaluated at 90 days, six (6) months, and one (1) year from his hire date. The evaluation completed one year from the date of hire is the end of probation and the first annual evaluation. Annual evaluations will occur thereafter on the anniversary of the initial employment date. Documents used and prepared in the process of evaluation shall be of the City's choosing, and may be modified at the City's sole discretion. If over the term of this contract the City considers the entirety of the general fund non-union-represented workforce for merit, bonuses, step increases or COLA increases, the same consideration shall apply to bargaining unit employees.

6.78. Bargaining unit employees shall not exceed the maximum annual salary amount listed as 20230-20263 paygrades of this contract. Should the step increase outlined in Article 6.1 result in a unit member being placed above the maximum salary range, the unit member shall receive the difference of the step increase in the form of a bonus check paid in the first pay period of October.

6.89. State Certified or Regionally Certified Paramedics recognized by the Leesburg Fire Department and cleared by the Lake County Medical Director may be considered for additional compensation. To receive such pay, bargaining unit personnel assigned as paramedics must maintain their paramedic certifications and cleared to work under Lake County Medical Direction. The Paramedic compensation will be paid as an "Add Pay" in the amount of \$4.813.98 per hour for actual hours worked and scheduled shift time effective ~~October 1, 2023~~ April 30, 2022, and \$4.45 per hour for actual hours worked and scheduled assigned shift time effective October 1, 2022, and will not be included in the base rate of pay for any position at the Fire Department. The Paramedic compensation pay for years two (2) and three (3) of the contract will be discussed during wage openers as outlined in Article 6.2. Actually worked, not hours paid/scheduled will count towards determining FLSA time.

6.910. EMS Coordinator and Field Training Officers are supplementary title responsibilities and pay assigned to another recognized bargaining unit position.

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6. ~~10~~¹¹. Field Training Officers' (FTO's) compensation shall be \$.74 per hour. To receive such pay, bargaining unit personnel assigned as FTO's must maintain all required certifications, as deemed by the Training Division. The FTO incentive will be paid as an "Add Pay" for actual hours worked and scheduled shift time, and will not be included in the base rate of pay for any position at the Fire Department. ~~Actually worked, not hours paid/scheduled will count towards determining FLSA compensation.~~

6. ~~11~~¹². EMS and Fire Training Coordinators compensation shall be \$1.11 per hour. To receive such pay, bargaining unit personnel assigned as Coordinators must maintain all required certifications, as deemed by the Training Division. The Coordinator incentive will be paid as an "Add Pay" for actual hours worked and scheduled shift time, and will not be included in the base rate of pay for any position at the Fire Department. ~~Actually worked, not hours paid/scheduled will count towards determining FLSA compensation.~~

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Article 7

Hours of Work/Overtime

7.1. The variable work schedule for members of the bargaining unit shall consist of twenty-four (24) hours on duty and forty-eight (48) hours off duty.

7.2. Pursuant to Section 7(k) of the Fair Labor Standards Act ("FLSA"), the parties acknowledge that the Bargaining Unit has made an election of a twenty-one (21) day work cycle for FLSA overtime purposes and that overtime must be paid at the rate of time and one-half (1 ½) the regular rate of pay to employees of the department for work actually performed in excess of one hundred fifty-nine (159) hours in a twenty-one (21) day work cycle. Such work may be compensated at either the regular rate or time and on-half (1 ½) rate depending upon whether the employee actually works all scheduled hours in the applicable work cycle.

Effective January 1, 2018 firefighter unit employees will be on a twenty-one (21) day work cycle for determining overtime pursuant to FLSA and the granting of a twelve-hour Kelly Day (furlough); the newly selected Kelly Day schedule will be implemented the first full twenty-one (21) day work cycle. The Kelly Day is based on scheduled hours and will be granted during the twenty-one (21) day work cycle. Only hours actually worked, not hours paid, will count towards determining any overtime owed during the twenty-one (21) day work cycle pursuant to FLSA the threshold of 159 hours.

7.3. The "24" on "48" off three-platoon variable work schedule results in a scheduled 2704 hours per year for combat personnel.

7.4 The City agrees to pay each member of the bargaining unit actual hours worked at his current hourly rate in each of the twenty-six (26) pay periods. This results in payment for 2704 hours per year. The payment for 2704 hour per year does not includes payment for FLSA overtime hours in the work cycle.

7.5. An employee shall be required to work overtime when ordered.

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7.6. Overtime compensation will be paid in accordance with Federal Labor Standards Act (FLSA) 7k for actual hours worked beyond 159 hours within the twenty-one (21) day work cycle. For the purposes of the computations of overtime compensation, the following shall not be deemed hours worked, namely unscheduled PTO leave, Time Trade "Worked" ("Swap On"), Kelly Days, ~~Personal Leave Days~~, "Perpetual Swaps," holiday time, LTB leave, funeral leave, Jury duty, off-duty doctors' appointments, off-duty annual physicals, time spent in school or in class on the employee's own initiative and any other time paid but not worked.

7.7. In the event that a variable workweek 24-hour shift personnel is temporarily reassigned for a special project or light-duty, approved by the Fire Chief, to a 40-hour workweek; the employee's calculated hour rate shall be converted to his/her equivalent rate based on 2080 per year. The conversion is effective with the date of the first bi-weekly pay period the employee begins work project. Additional compensation shall be in accordance with Article 11.

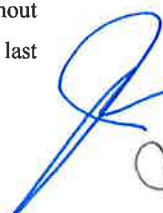
7.8. Personnel temporarily assigned to the special projects shall receive compensation in accordance with FLSA.

7.9. Personnel temporarily assigned shall not be eligible for shift work during the temporary assignment.

7.10 Bargaining unit members shall have the option to receive payment for overtime worked or compensatory time in accordance with FLSA for actual hours worked. Bargaining unit members shall indicate their preference to the on-duty Battalion prior to the completion of the assigned shift.

7.11 The maximum accrual compensatory time balance shall be one hundred twenty (120) hours. Any hours worked above the compensatory time accrual cap shall be paid in accordance with FLSA.

7.12 Bargaining unit members may choose to sell back compensatory time throughout the fiscal year. Any remaining comp-time balance in September shall be paid out the last paycheck of the fiscal year.

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7.13 Bargaining unit members who have an approved "exemption" found in SOG 200.016 (as recognized on the date of the ratification of this Agreement) and who are ordered in to work mandatory overtime despite the exemption shall be paid double their regular hourly rate of pay for each hour so worked, regardless of the number of other hours worked in that FLSA pay cycle.

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Article 9
Paid Time Off

9.1. The City furnishes paid time off (PTO) to all full-time bargaining unit employees. PTO is to be used for vacation, medical absence leaves, and other paid leave for the purposes set forth below. See Appendix "A."

Eligibility/Administration

- 9.2. City of Leesburg Personnel Policy 365.
- 9.3. In any situation in which a medical absence will exceed two shifts due to illness of the employee or other person, the City may require written certification from a treating physician so that a determination may be made as to the eligibility for PTO or LTB.
- 9.4. In addition to an employee's own earned PTO time, all bargaining unit employees who have completed six months of employment are eligible for participation in the PTO Donation and Exchange Program as outlined in 9.21.
- 9.5. Newly hired employees accrue PTO time entitlement, but are not permitted to take PTO leave during their first six months of service.
- 9.6. PTO time is not earned during an unpaid leave of absence, but is earned during PTO leave or other paid absences.
- 9.7. PTO time entitlement will not accrue once an employee has reached the maximum accrual permitted as outlined in Article 9.19.
- 9.8. During PTO/LTB for illness an employee must maintain daily contact with his immediate supervisor (or make suitable arrangements); in order for the supervisor to know the employee's estimated date of return to work, except when on FMLA. PTO/LTB for illness is contingent upon maintenance of regular contact. If the PTO/LTB for illness qualifies as leave under FMLA, the employee must comply with all aspects of the City's FMLA policy, including, but not limited to, maintaining regular contact with Human Resources who will keep the Fire Chief informed of the employee's date of return.

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9.9. Depending on the length and circumstances of an employee's illness or disability, the City may require a physician's written release before the employee may return to work.

9.10. A supervisor, with the concurrence of the Battalion Chief or Fire Chief, may send an employee home due to illness without recourse in order to maintain a healthy workplace. The time off will be charged to the employee's accrued PTO/LTB. If the employee does not have a sufficient balance in his PTO or other leave bank, this time shall be charged as leave without pay.

9.11. All accruals formerly known as sick leave banks or long-term banks will remain frozen on the date this article becomes effective and must be used in the event of need for medical absence leave as defined in this article until exhausted before any other available benefit accruals is are used for that purpose.

9.12. PTO leave shall be scheduled and taken as approved by the employee's shift supervisor. The request shall be required in writing, a minimum of forty-eight (48) hours in advance, and may be denied if not timely made, if granting PTO would leave the City understaffed or if scheduled work cannot be performed in the absence of the employee.

9.13. Annual PTO date selection shall be based upon rank and years of service (in that order). Preference in selection of other leave dates will be granted by the shift supervisor on a first request basis.

9.14. If a City-paid holiday falls during an employee's PTO, the holiday will not be counted as PTO taken.

9.15. PTO pay shall be based on the employee's base hourly rate of pay applicable at the time the PTO is taken, exclusive of any other factors.

9.16. An employee may take accrued PTO or comp time in increments of at least four (4) hours and less than twenty-four (24) hours away from the Fire station. The leave shall be contiguous to shift change until 1700. Example: Firefighter "A" requests PTO time off that starts at 10:00 a.m. and concludes at 2:00 p.m. Firefighter "A" will need to request a minimum of 6 PTO hours to cover all hours starting from shift change, at the discretion of, and when approved by the shift commander. The Fire Chief or his designee has final

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authority to approve or disapprove PTO leave and may exercise that authority when appropriate. Under no circumstances will the leave be granted when it would require that overtime be paid to another person because of the employee's absence.

9.17 The Personal Leave Day:

- A. The Personal Leave Day shall continue to be recognized as a full shift away from work, on the following conditions:
 - 1. The employee's request for a personal leave day off shall be made to the Battalion Chief, at least ~~forty-eight~~ seventy-two hours in advance of the beginning of the day off. The Fire Chief or his designee has the final authority to approve or disapprove the personal day off. The leave request shall be contiguous to shift change.
 - 2. The request shall not be granted for, among other reasons, when to do so would create an overtime expense to the City.
- B. Bargaining unit employees shall receive one (1) 24-hour Personal Leave day off per calendar year, January 1. Newly hired probationary employees shall not receive the Personal Leave Day until successful completion of the probationary period. Once the new employee has completed the probationary period he shall receive the Personal Leave Day in accordance with this article.

No more than three (3) personal leave days may be deferred and accrued during the term of this Agreement. Any personal leave days in excess of three (3) as of December 31 of any year are abandoned.
- C. In lieu of actually taking time off from work, an employee may take payment for any accrued personal leave day.

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PTO Sell Back

Accrual

9.18. PTO entitlement shall accrue for each full-time employee from the employee's date of hire at the following rates outlined in Appendix "A".

Maximum Accrual Permitted

9.19. Unused PTO may be accrued to a maximum of 904 hours.

9.20. Those employees who desire to sell PTO leave hours back to the City rather than use them are allowed to do so under the following guidelines:

- a. The employee must complete a written request in a form acceptable to Human Resources.
- b. A maximum of two hundred twenty-four (224) hours may be sold back to the City in any one fiscal year.
- c. A minimum of eight (8) hours must be sold on each occasion.
- d. An employee may only sell to the City the same number of hours (or less) of PTO time that the employee has used as paid time off away from work during the twelve (12) month period preceding the request for PTO sell back.
- e. Employees may exercise this option a maximum of two (2) times a fiscal year.
- f. Payment may be made in a supplemental check or in a contribution to the employee's Deferred Comp account, subject to any applicable plan limitations.
- g. PTO Sell Back pay shall be based on the employee's base hourly rate of pay applicable at the time the PTO Sell Back is requested, pursuant to Article 6.1.

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PTO Donation and Exchange Policy

9.21. The City has established a plan whereby employees are able to donate some of their PTO/LTB leave to another employee who has none.

All regular full-time and part-time employees are eligible to participate after successfully completing six months of employment. The purpose of the PTO leave exchange policy is to provide time off with pay for employees during periods of personal prolonged illness, accident or injury not otherwise compensated by the City. The following are the guidelines for the use of this policy:

- a. Donated PTO hours are to be used per City's Policy 365 referenced (Paid Time off) and Policy 20 Family and Medical Leave Policy. Employees using such donated PTO hours are deemed to be on an extended leave of absence which must be approved, in advance, by the City Manager. Consistent with applicable law, if such employee is out on FMLA or other leave, there is no guarantee that the employee's position will be held open or remain open indefinitely.
- b. Donations shall come from the Long-Term Bank (formerly Sick Leave) until all available time has been exhausted. Additional donations shall then be drawn from the accumulated PTO accumulation.
- c. Any employee shall be eligible to request the assistance of donated PTO leave when:
 1. All accumulated leave and comp time has been exhausted; and
 2. The employee has been absent for at least 14 consecutive calendar days in either paid or unpaid leave status.
- d. Each request for assistance from the PTO donation exchange program must be VERIFIABLE. (Example: Notification to the Human Resources Department by the Department Head and the ability to receive confirmation from the doctor treating the illness or injury).
- e. PTO shall be per City Policy 365.

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- f. Upon approval, by virtue of the conditions being met, the Human Resources Department will notify all departments of an employee's need for PTO donations/leave.
- g. Any employee wishing to donate PTO leave hours will need to complete the necessary allowing a transfer of PTO leave hours from their account to the needy party's account. This form is available on the intranet.
- h. All donations must be in whole amounts. (Example: 4, 7, or 9 hours; fractional donations are not acceptable.)
- i. The hours donated will not be taken from the donor's account until they are actually used.

Leave in "Good Standing"

9.22. To leave in "good standing" an employee is expected to provide the City with a minimum of two weeks' written notice, return all City equipment and keys in good condition (ordinary wear and tear excepted), and provide the City with a forwarding address. Human Resources will invite the employee to participate in an Exit Interview. An employee who is discharged for any reason related to discipline, conduct, or work performance does not leave in good standing.

Benefits on Termination

9.23. The following benefits are provided upon termination. However, an employee who does not leave in "good standing" as outlined in Article 9.22 or is discharged for any reason related to discipline, conduct, or work performance, is not entitled to the benefits outlined below.

- a. Any employee who leaves in good standing shall be entitled to payment of up to 504 hours of accumulated PTO/LTB and Personal Leave Days.
- b. Any employee who leaves employment due to retirement or death shall be entitled to payment of up to 704 hours of accumulated PTO/LTB. For the purposes of this section, "retirement" shall mean anyone who leaves employment who qualifies for retirement benefits under the City's retirement plan.

[Handwritten signature] 5/18/23
Ans 5/18/23
OXA 5/18/23



Article 12

Compensation While Injured

12.1. Bargaining unit employees who, because of an injury or illness covered by the Florida Workers' Compensation Law are required to be away from work will receive full salary during the time they are required to be away from work because of such injury. During such time they will also accrue Paid Time Off (PTO). During such time light duty is mandatory if assigned. All wage loss benefits received during such time shall be endorsed and delivered to the City.

12.2. Temporary light-duty assignments, further defined as modified or alternate duty assignments, will only be offered, at the sole discretion of the City of Leesburg, to employees that have been injured on-the-job, except whereas otherwise covered by law. Light duty assignments are intended to be temporary and are not considered to create a permanent position or placement into a permanent position. In order to be considered for a light-duty assignment as the result of an on-the-job injury or illness, the employee must provide a DWC-25 form or other acceptable documentation from an authorized treating physician. This documentation must be provided to the City within 24 hours of being issued by the authorized treating physician. Employees that are offered but refuse a light-duty assignment may lose their wage loss benefits in accordance with F.S.S. 440. All light-duty assignments must be approved in advance by the Human Resources Department.

12.3. Employees assigned light-duty restrictions by their medical provider due to a non-work-related injury or illness ~~may will not~~ be offered light duty assignments, at the sole discretion of the Fire Chief and consistent with applicable law. Employees that have been given long term or permanent restrictions or restrictions due to a non-work-related injury or illness will be treated in compliance with the Rehabilitation Act of 1973, Section 504, Title 1 of the Americans with Disabilities Act as Amended (ADA and ADAA), the Family and Medical Leave Act (FMLA), and Chapter 440, Florida Statutes, and other applicable laws and regulations.

[Handwritten signature] 5/18/23
MS 5/18/23
5/18/23



Article 25

Retirement

25.1. The City and the members shall continue to participate in and contribute to the municipal firemen's retirement plan for the City of Leesburg on each employee covered by this Agreement in accordance with the requirements of the Plan, all Plan Documents, State Law, and with the recommendation of the Pension Board of Trustees and the approval of the City Commission.

~~The parties agree, however, to re-open this Agreement for the sole purposes of bargaining about compensation (Article 6) and retirement for fiscal year 2022-2023 (beginning October 1, 2022 and ending September 30, 2023). Such negotiations must begin no later than June 1 for the preceding fiscal year and notice must be given under Article 35 of this agreement.~~

[Handwritten signatures and dates]
5/18/23
AWS 5/18/23
OAA 5/18/23



Article 46

Duration

46.1 Upon adoption by resolution of the City, this Agreement shall be effective October 1, 202~~30~~ and shall continue in full force and effect until midnight September 30, 202~~63~~, when it shall terminate.

46.2 This Agreement shall automatically be renewed from year to year, unless either party notifies the other, in writing, not less than one hundred fifty (150) days, nor more than the beginning of the calendar year of the expiration date of this Agreement.

[Handwritten signature] 5/18/23
AWS 5/18/23
CBA* 5/18/23



Appendix "A"

365 PAID TIME OFF (PTO)

Paid Time Off (PTO) is an employee benefit that combines traditional vacation and sick leave programs into one plan. PTO provides the employee with a flexible method of scheduling time off work. **Unscheduled** PTO shall not be considered as "hours worked" for the purposes of calculating overtime.

Eligibility

The following employees are eligible for PTO:

- a. regular full-time;
- b. regular part-time working at least 20 hours per week (accrued PTO time will be prorated based upon hours worked); and
- c. temporary employees who have held their position for 12 months or longer, and who have been determined in the City's sole discretion to be eligible for PTO benefits pursuant to Policy 405.

Accrual

Paid Time Off (PTO) shall accrue for eligible employees starting on the date of hire at the following rates (*employees covered by a CBA may accrue at a different rate – refer to respective collective bargaining agreement*):

Less than 5 Years Service – 23 days (184 hours) of PTO a year.

5 to 10 Years Service – After 5 years of service, an employee earns one additional day of PTO (8 hours accrual) for each year of full-time service.

10 to 20 Years Service – After 10 years of service, an employee earns an additional half day of PTO (4 hours) for each year of full-time service.

20 Years of Service – After 20 years of service each employee has earned and continues to earn the maximum PTO accrual of 33 days (264 hours) of PTO a year.

[Handwritten signature] 5/18/23
CMA 5/18/23
MUS 5/18/23



PTO Annual Accrual Chart		Years of Service	Part-Time PTO Annual Accrual (Days)				
Full-Time Employees			Based on Normal Scheduled Hours				
Years of Service	PTO Days per Year		90% (36 hours)	80% (32 hours)	70% (28 hours)	60% (24 hours)	50% (20 hours)
0 - 5	23	0 - 5	20.7	18.4	16.1	13.8	11.5
6	24	6	21.6	19.2	16.8	14.4	12
7	25	7	22.5	20	17.5	15	12.5
8	26	8	23.4	20.8	18.2	15.6	13
9	27	9	24.3	21.6	18.9	16.2	13.5
10	28	10	25.2	22.4	19.6	16.8	14
11	28.5	11	25.7	22.8	20	17.1	14.3
12	29	12	26.1	23.2	20.3	17.4	14.5
13	29.5	13	26.6	23.6	20.7	17.7	14.8
14	30	14	27	24	21	18	15
15	30.5	15	27.5	24.4	21.4	18.3	15.3
16	31	16	27.9	24.8	21.7	18.6	15.5
17	31.5	17	28.4	25.2	22.1	18.9	15.8
18	32	18	28.8	25.6	22.4	19.2	16
19	32.5	19	29.3	26	22.8	19.5	16.3
20+	33	20+	29.7	26.4	23.1	19.8	16.5

Leesburg Fire PTO Accrual Chart (56hr work week)	
Full-Time Employees	
Years of Service	PTO Hours per Year
0-4	265.60
5	273.60
6	281.60
7	289.60
8	297.60
9	313.60
10	320.80
11	328.00
12	335.20
13	342.40
14	349.60
15	356.80
16	364.00
17	371.20
18	378.40
19+	385.60

- Although PTO time is expressed as days accrued each year of service, PTO will be credited to employees on a prorated basis consistent with this policy as determined appropriate by Human Resources.



2. Newly hired employees will not be able to utilize PTO until they have completed 90 days of service.
3. PTO time is not earned during an unpaid leave of absence or when an employee is placed in a non-pay status.

Maximum Accrual Permitted

1. PTO may be accrued to a maximum of 560 hours (70 days). Employees covered by a CBA may accrue time to a maximum established by their collective bargaining agreement.
2. PTO time will not continue to accrue once an employee has reached the maximum accrual permitted.

Scheduling

1. PTO leave must be requested and approved by the employee's immediate supervisor prior to the start of the leave. Emergency requests for PTO that cannot be made in advance must follow the respective department's policies and procedures.
2. The City reserves the right to approve or deny a request for PTO based upon:
 - a. the staffing and operational needs of the department,
 - b. if the PTO leave request was or was not made in advance,
 - c. and/or if there have been excessive occurrences of unscheduled absences.
3. Employees will not be permitted to use PTO that has not been earned. **Any leave time requested, not already accrued, will be denied by the supervisor or Department Head.**
4. Employees are responsible for monitoring their PTO balance and are encouraged to maintain a sufficient balance to cover emergencies.
5. Requested PTO shall be paid at the employee's regular hourly rate of earnings applicable at the time the PTO is taken, exclusive of shift or overtime payments.
6. Holidays which occur during the period selected by the employee for PTO shall not be charged against PTO.
7. Maintenance of Contact – During PTO for illness an employee must maintain daily contact with his immediate supervisor (or make suitable arrangements) in order for the supervisor to know the employee's estimated date of return to work. PTO for illness is contingent upon maintenance of regular contact.
8. An employee that uses PTO for more than three consecutive days for a medical condition must contact Human Resources in order to apply for a FMLA leave of



absence. The supervisor must also notify Human Resources. Employees are required to exhaust all LTB and PTO time while on FMLA.

9. Physician's Release Upon Return – Depending on the length and circumstances of an employee's illness or disability, the supervisor may require a physician's written release before the employee may return to work. Also, medical documentation may be required if there is an excessive use of PTO for medical reasons.
10. A supervisor may send an employee home due to illness without the ability of the employee to appeal, in order to maintain a healthy work environment. The time off will be charged to the employee's accrued PTO or LTB. If the employee does not have sufficient balance in their PTO or LTB account, this time shall be charged as leave without pay.
11. Employees who are absent for reasons covered under the Workers' Compensation Law will be permitted to use available PTO hours to supplement Workers' Compensation wage loss benefits received when off work due to a work-related injury or illness. Under the Florida Workers' Compensation Law, no compensation shall be allowed for the first seven (7) days, except that if the injury results in a disability of more than 21 days, compensation shall be allowed from the commencement of the disability. If an employee is paid PTO or LTB (if applicable) for all or any part of the first seven (7) days of an absence covered and paid for by Workers' Compensation, the employee shall reimburse the City for the PTO paid and his accrual account will be credited accordingly. The combined payment of wage loss benefit, PTO and/or LTB time, and regular wages may not exceed 100% of the employee's regular base rate of pay. Any pay in excess of 100% of the employee's regular base rate of pay must be returned to the City.
12. For non-exempt employees with an insufficient accrued PTO balance taking unpaid leave, the actual amount of time used may be deducted from the employee's pay at the employee's regular hourly rate. However, for exempt (salaried) employees with insufficient accrued PTO balance taking unpaid leave, deductions from the employee's salary may only be made for absences of one or more full days for which the employee has insufficient accrued PTO balance available.

PTO Sell Back

Those employees who desire to sell PTO leave hours back to the City rather than use them are allowed to do so under the following guidelines:

1. The employee must complete a written request in a form acceptable to Human Resources.



2. A maximum of 160 hours may be sold back to the City in any one fiscal year. Employees covered by a CBA may sell time to a maximum established by their collective bargaining agreement.
3. A minimum of 8 hours must be sold on each occasion.
4. An employee may only sell to the City the same number of hours (or less) of PTO time that the employee has used as paid time off away from work during the 12-month period preceding the request for PTO sell-back. (Exempt employees may also include administrative time they have used towards the number of hours they may sell.) Once paid time off from work has been counted towards a sell back request, the same dates cannot be counted again towards a second sell back request.
5. Employees may exercise this option a maximum of two times a fiscal year (October 1st through September 30th).
6. Payment will be made in a supplemental check on the next regular pay day to the employee or in a contribution to the employee's deferred compensation account, subject to any applicable plan limitations.

PTO/LTB Donation & Exchange Policy

The City has established a plan whereby employees are able to donate some of their PTO/LTB leave to another employee who has none.

The purpose of the PTO/LTB leave exchange policy is to provide time off with pay for employees during periods of personal prolonged medical leave (such as illness, accident, injury, etc.) not otherwise compensated by the City.

All regular full-time and part-time employees are eligible to participate after successfully completing their probationary period of employment (or six (6) months of employment as a Police Officer or Firefighter where the probationary period is greater than six (6) months).

All temporary employees who have held their position for 12 months or longer, and who have been determined in the City's sole discretion to be eligible for the PTO/LTB Donation & Exchange Policy pursuant to Policy 405, are also eligible to participate in the PTO/LTB Donation Exchange Policy in the same manner as regular full-time and part-time employees except as described herein.

The following are the guidelines for the use of this policy:

1. Donated PTO/LTB hours are to be used for medical leave (such as illness, accident, injury, maternity, etc.) only for employees or as necessary to provide care for immediate family (i.e. spouse, children or other dependents living in the same household). Employees using such donated PTO/LTB hours are deemed to be on an extended leave of absence which must be approved, in advance, by the City Manager. Consistent with applicable law, if such employee is out on FMLA or



other leave, there is no guarantee that the employee's position will be held open or remain open indefinitely.

2. Donations shall come from the Long-Term Bank (formerly Sick Leave) until all available time has been exhausted. Additional donations shall then be drawn from accumulated PTO.
3. An employee shall be eligible to request the assistance of donated PTO/LTB leave when:
 - a. All available leave has been exhausted; and,
 - b. The employee has been absent at least 14 calendar days in either paid or unpaid leave status, relating to the same condition.
4. Employees who have been instructed by their doctor to return to work on a limited basis (such as every other day or less than the employee's normal work day) shall be eligible for PTO/LTB donations provided they otherwise qualify pursuant to paragraph 3 above.
5. The primary purpose of the PTO/LTB Exchange program is to attempt to provide the employee in need with what they normally receive for regularly scheduled hours worked. No more, no less.
6. Each request for assistance under the PTO/LTB Exchange Program must be VERIFIED by the Human Resources Department
7. Upon approval, by virtue of the conditions being met, the Human Resources Department will notify all departments of an employee's need for PTO/LTB donations.
8. Any employee wishing to donate PTO/LTB leave will need to complete the necessary form allowing a transfer of PTO/LTB leave from their account to the requesting party's account. Forms are available on the intranet, in each department and in the Human Resources Department.
9. All donations must be in even amounts (whole numbers). (Example: 4, 7, or 9 hours; fractional donations are not acceptable.)
10. If you have authorized the donation of some of your PTO/LTB leave, the hours will not be taken from your account until they are actually used.

Sick Leave/Long Term Sick

All accruals formerly known as sick leave banks or long-term banks have been frozen. Employees with remaining accrual balances must use these hours in the event of need for medical absence leave until exhausted before any other leave is used. Earned sick leave is



used for an absence from work by reason of personal illness (to include doctor and dental appointments only for the time necessary to meet such appointments), accident, pregnancy supported by a doctor's recommendation or serious illness in the immediate family (i.e., spouse, children or other dependents living in the same household). In some situations, sick leave may also qualify as leave under the Family and Medical Leave Act and be so treated accordingly.



COLLECTIVE BARGAINING AGREEMENT

CITY OF LEESBURG

AND

PROFESSIONAL FIREFIGHTERS OF LEESBURG

LOCAL 2957, IAFF,

AFL-CIO-CLC

October 1, 2023 through September 30, 2026





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Article 1

Recognition

1.1. The City recognizes the Union's status by virtue of the Florida Statutes, Section 447.307 and its certification by the Florida Public Employees Relation Commission in Case No OR 86 250 and certification No. 675 as established June 25, 1985 and as subsequently amended. In consequence, thereof, the City recognizes the Union as the exclusive collective bargaining representative of all sworn firefighters in the classification of Firefighter/Engineer, Fire Lieutenant, Firefighter; and excluding all sworn firefighters in the classifications of Fire Chief/EOC Commander, Deputy Fire Chief, Division Chief, Battalion Chief, and Captain. Fire Chief's Administrative Assistants, and all other employees of the City of Leesburg.

1.2. The City agrees that any employees hired into one of the above-referenced classifications will be covered in all aspects by the provisions of this collective bargaining agreement and shall enjoy all rights and privileges afforded by this agreement without restriction.



Article 2

Management Rights

2.1. “Pursuant to Section 447.209, Florida Statutes – It is the right of the City of Leesburg to determine unilaterally the purpose of the City of Leesburg Fire Department, set standards of services to be offered to the public, and exercise control and discretion over the department’s organization and operations. It is also the right of the City to direct its employees, take disciplinary action for proper cause, and relieve employees from duty because of lack of work or for other legitimate reasons. However, the exercise of such rights shall not preclude employees or their representatives from raising grievances should decisions on the above matters have the practical consequence of violating the terms and conditions of this collective bargaining agreement.”



Article 3

Union Rights

3.1. Stewards:

- a. The City recognizes the right of the Union to designate a steward for each shift. The Union will keep the City advised in writing of the name of such steward or stewards.
- b. The steward is authorized and empowered to represent the Union in dealing with the City in the administration of this Agreement.
- c. A Union steward shall be an employee in the bargaining unit who has satisfactorily completed his probationary period.
- d. The Union recognizes that a Union Steward is not entitled to any specific benefit or treatment because of his role as a steward.
- e. The activities of a Union steward shall be performed during non-working hours except as specifically provided herein. Non-working hours shall include lunchtime, break time and hours before 8:00 a.m. and after 5:00 p.m. Monday through Sunday.
- f. A Union steward may investigate, handle or adjust a formal grievance during working hours under the following conditions:
 1. Activity will be conducted with a minimum of interference with normal work.
 2. In no event will it be done beyond the conclusion of his normal shift, and will only be on a regular rate of pay status.
 3. Must obtain permission from the Fire Chief before conducting an investigation during working hours.
 4. Shall not leave the station(s) to conduct any part of the investigation.
- g. A Union steward shall not spend an unreasonable amount of time investigating a grievance or performing other duties for the Union. The Fire Chief shall have the right to request of the Union that it stop any excessive activity of the Union steward and/or replace the employee with another employee as steward.



3.2. Off Shift Visitation:

Where, in the opinion of the City, it is reasonable and necessary for a local Union Officer, other than an employee on shift to enter upon the City's property or buildings to investigate a previously filed grievance, such agent shall first secure permission from the Fire Chief, or his designee in his absence, and may then set/select a mutually satisfactory date and time for the visit.

3.3. General:

- a. Each employee covered by this Agreement shall have the right to have a Union representative of his choosing present at any time the employee is subjected to questioning which the employee reasonably believes could lead to discipline and/or in any meeting where any disciplinary action is to be taken.



Article 4

Employee Rights

4.1. An employee shall have the right to join or refuse to join in Union activity without interference or intimidation by either the City or the Union. See Appendix “B.”

4.2. There shall be no discrimination, interference, restraint or coercion by the City against any employee for his activity on behalf of, or membership in the Union, or by the Union because of any employee’s lack of such activity or membership.

4.3. The Union agrees that no employee will solicit Union membership during working hours. Working hours shall exclude the non-working hours listed in Article 3.1 e.



Article 5

Strikes

5.1. The City shall have the right to discipline up to and including discharge any employee who instigates, participates in or gives leadership to any strike, sit-down, stay-in or slowdown of Leesburg public safety employees while employed by the City, and will not be involved with any curtailment of work or restriction of service or interference with the operations of the City during the terms of this agreement.



Article 6

Compensation

6.1. Effective October 1, 2023, the below ranges are adopted.

October 1, 2023 @ 2704 hours per year				
<u>Position</u>	<u>Hourly Min</u>	<u>Hourly Max</u>	<u>Annual Min</u>	<u>Annual Max</u>
Firefighter 520	\$16.34	\$23.69	\$44,183.36	\$64,057.76
Firefighter/Engineer 524	\$18.59	\$26.91	\$50,267.36	\$72,764.64
Fire Lieutenant 529	\$22.43	\$32.58	\$60,650.72	\$88,096.32

6.2. Effective on October 1, 2023, all employees in this bargaining unit shall receive a maximum of a five percent (5%) increase or be moved to the starting pay range for their job classification, whichever is greater.

The salaries and wages depicted in Section 6.1 of this Agreement provide for a five percent (5%) step increase in year one (1), and a wage opener in years two (2) and three (3); these pay increases per year shall not exceed the new salary ranges for all bargaining members, which becomes effective October 1, 2023. Newly hired probationary employees shall not be eligible for the step increase until successful completion of the six (6) months evaluation period. Once the new employee has completed the probationary period he shall receive the step increase in accordance with this article. The parties agree there shall be no compensation adjustments of any kind unless agreed to by the parties in collective bargaining. Further, the parties agree that there is no entitlement or guarantee to wages/salary adjustments not specifically provided for in this agreement.

The parties agree to re-open this Agreement for the sole purposes of bargaining about compensation and one additional article to be determined by the collective bargaining union for fiscal year 2024-2025 (beginning October 1, 2024 and ending September 30, 2025) and for fiscal year 2025-2026 (beginning October 1, 2025 and ending September 30, 2026).



Such negotiations must begin no later than June 1 for the preceding fiscal year and notice must be given under Article 35 of this agreement.

6.3. A current bargaining unit employee promoted into a higher position within the unit will receive at least a five percent (5%) increase from his then base compensation, even if the result places him over the minimum of the applicable range.

6.4. An employee hired into the bargaining unit from outside the City's workforce will be assigned a starting base compensation within the applicable range based on the City's assessment in its sole discretion of his experience and qualifications. Such starting base compensation may exceed the minimum for the range.

6.5. The City's classification and pay plan do not apply to bargaining unit employees; base compensation Paramedic, Field Training Officer (FTO), and Coordinator "Add Pay" of employees is governed exclusively by this Article 6.

6.6. Each bargaining unit employee will be evaluated at 90 days, six (6) months, and one (1) year from his hire date. The evaluation completed one year from the date of hire is the end of probation and the first annual evaluation. Annual evaluations will occur thereafter on the anniversary of the initial employment date. Documents used and prepared in the process of evaluation shall be of the City's choosing, and may be modified at the City's sole discretion. If over the term of this contract the City considers the entirety of the general fund non-union-represented workforce for merit, bonuses, step increases or COLA increases, the same consideration shall apply to bargaining unit employees.

6.7. Bargaining unit employees shall not exceed the maximum annual salary amount listed as 2023-2026 paygrades of this contract. Should the step increase outlined in Article 6.1 result in a unit member being placed above the maximum salary range, the unit member shall receive the difference of the step increase in the form of a bonus check paid in the first pay period of October.



6.8. State Certified or Regionally Certified Paramedics recognized by the Leesburg Fire Department and cleared by the Lake County Medical Director may be considered for additional compensation. To receive such pay, bargaining unit personnel assigned as paramedics must maintain their paramedic certifications and cleared to work under Lake County Medical Direction. The Paramedic compensation will be paid as an “Add Pay” in the amount of \$4.81 per hour for actual hours worked and scheduled shift time effective October 1, 2023, and will not be included in the base rate of pay for any position at the Fire Department. The Paramedic compensation pay for years two (2) and three (3) of the contract will be discussed during wage openers as outlined in Article 6.2.

6.9. EMS Coordinator and Field Training Officers are supplementary title responsibilities and pay assigned to another recognized bargaining unit position.

6.10. Field Training Officers’ (FTO’s) compensation shall be \$.74 per hour. To receive such pay, bargaining unit personnel assigned as FTO’s must maintain all required certifications, as deemed by the Training Division. The FTO incentive will be paid as an “Add Pay” for actual hours worked and scheduled shift time, and will not be included in the base rate of pay for any position at the Fire Department.

6.11. EMS and Fire Training Coordinators compensation shall be \$1.11 per hour. To receive such pay, bargaining unit personnel assigned as Coordinators must maintain all required certifications, as deemed by the Training Division. The Coordinator incentive will be paid as an “Add Pay” for actual hours worked and scheduled shift time, and will not be included in the base rate of pay for any position at the Fire Department.



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Article 7

Hours of Work/Overtime

7.1. The variable work schedule for members of the bargaining unit shall consist of twenty-four (24) hours on duty and forty-eight (48) hours off duty.

7.2. Pursuant to Section 7(k) of the Fair Labor Standards Act ("FLSA"), the parties acknowledge that the Bargaining Unit has made an election of a twenty-one (21) day work cycle for FLSA overtime purposes and that overtime must be paid at the rate of time and one-half (1 ½) the regular rate of pay to employees of the department for work actually performed in excess of one hundred fifty-nine (159) hours in a twenty-one (21) day work cycle. Such work may be compensated at either the regular rate or time and on-half (1 ½) rate depending upon whether the employee actually works all scheduled hours in the applicable work cycle.

Effective January 1, 2018 firefighter unit employees will be on a twenty-one (21) day work cycle for determining overtime pursuant to FLSA and the granting of a twelve-hour Kelly Day (furlough); the newly selected Kelly Day schedule will be implemented the first full twenty-one (21) day work cycle. The Kelly Day is based on scheduled hours and will be granted during the twenty-one (21) day work cycle. Only hours actually worked, not hours paid, will count towards determining any overtime owed during the twenty-one (21) day work cycle pursuant to FLSA the threshold of 159 hours.

7.3. The "24" on "48" off three-platoon variable work schedule results in a scheduled 2704 hours per year for combat personnel.

7.4 The City agrees to pay each member of the bargaining unit actual hours worked at his current hourly rate in each of the twenty-six (26) pay periods. This results in payment for 2704 hours per year. The payment for 2704 hour per year does not includes payment for FLSA overtime hours in the work cycle.

7.5. An employee shall be required to work overtime when ordered.



7.6. Overtime compensation will be paid in accordance with Federal Labor Standards Act (FLSA) 7k for actual hours worked beyond 159 hours within the twenty-one (21) day work cycle. For the purposes of the computations of overtime compensation, the following shall not be deemed hours worked, namely unscheduled PTO leave, Time Trade “Worked” (“Swap On”), Kelly Days, “Perpetual Swaps,” holiday time, LTB leave, funeral leave, Jury duty, off-duty doctors’ appointments, off-duty annual physicals, time spent in school or in class on the employee’s own initiative and any other time paid but not worked.

7.7. In the event that a variable workweek 24-hour shift personnel is temporarily reassigned for a special project or light-duty, approved by the Fire Chief, to a 40-hour workweek; the employee’s calculated hour rate shall be converted to his/her equivalent rate based on 2080 per year. The conversion is effective with the date of the first bi-weekly pay period the employee begins work project. Additional compensation shall be in accordance with Article 11.

7.8. Personnel temporarily assigned to the special projects shall receive compensation in accordance with FLSA.

7.9. Personnel temporarily assigned shall not be eligible for shift work during the temporary assignment.

7.10 Bargaining unit members shall have the option to receive payment for overtime worked or compensatory time in accordance with FLSA for actual hours worked. Bargaining unit members shall indicate their preference to the on-duty Battalion prior to the completion of the assigned shift.

7.11 The maximum accrual compensatory time balance shall be one hundred twenty (120) hours. Any hours worked above the compensatory time accrual cap shall be paid in accordance with FLSA.

7.12 Bargaining unit members may choose to sell back compensatory time throughout the fiscal year. Any remaining comp-time balance in September shall be paid out the last paycheck of the fiscal year.



7.13 Bargaining unit members who have an approved “exemption” found in SOG 200.016 (as recognized on the date of the ratification of this Agreement) and who are ordered in to work mandatory overtime despite the exemption shall be paid double their regular hourly rate of pay for each hour so worked, regardless of the number of other hours worked in that FLSA pay cycle.



Article 8

Work Shift

8.1. Shift starting times and shift rescheduling are exclusively the prerogative of the City. However, an employee shall be given reasonable advance notice of any change in his regularly scheduled hours except in the event of an emergency.

8.2. The starting time for bargaining unit employees shall normally be 8:00 a.m. However, in the event the City decides to change the start time and/or the shift schedule, they shall be changed accordingly and the Union shall be so notified in writing.

8.3. The hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, shall be reserved for training, equipment maintenance, scheduled work assignments, and station cleaning. The hours of 8:00 a.m. to 12:00 noon on Saturday and Sunday shall be reserved for equipment maintenance, scheduled work assignments, and station cleaning. During these hours, and all other hours on duty, bargaining unit employee members shall maintain a state of readiness for emergency call response and special assignments.



Article 9

Paid Time Off

9.1. The City furnishes paid time off (PTO) to all full-time bargaining unit employees. PTO is to be used for vacation, medical absence leaves, and other paid leave for the purposes set forth below. See Appendix “A.”

Eligibility/Administration

9.2. City of Leesburg Personnel Policy 365.

9.3. In any situation in which a medical absence will exceed two shifts due to illness of the employee or other person, the City may require written certification from a treating physician so that a determination may be made as to the eligibility for PTO or LTB.

9.4. In addition to an employee’s own earned PTO time, all bargaining unit employees who have completed six months of employment are eligible for participation in the PTO Donation and Exchange Program as outlined in 9.21.

9.5. Newly hired employees accrue PTO time entitlement, but are not permitted to take PTO leave during their first six months of service.

9.6. PTO time is not earned during an unpaid leave of absence, but is earned during PTO leave or other paid absences.

9.7. PTO time entitlement will not accrue once an employee has reached the maximum accrual permitted as outlined in Article 9.19.

9.8. During PTO/LTB for illness an employee must maintain daily contact with his immediate supervisor (or make suitable arrangements); in order for the supervisor to know the employee’s estimated date of return to work, except when on FMLA. PTO/LTB for illness is contingent upon maintenance of regular contact. If the PTO/LTB for illness qualifies as leave under FMLA, the employee must comply with all aspects of the City’s FMLA policy, including, but not limited to, maintaining regular contact with Human Resources who will keep the Fire Chief informed of the employee’s date of return.



9.9. Depending on the length and circumstances of an employee's illness or disability, the City may require a physician's written release before the employee may return to work.

9.10. A supervisor, with the concurrence of the Battalion Chief or Fire Chief, may send an employee home due to illness without recourse in order to maintain a healthy workplace. The time off will be charged to the employee's accrued PTO/LTB. If the employee does not have a sufficient balance in his PTO or other leave bank, this time shall be charged as leave without pay.

9.11. All accruals formerly known as sick leave banks or long-term banks will remain frozen on the date this article becomes effective and must be used in the event of need for medical absence leave as defined in this article until exhausted before any other available benefit accruals are used for that purpose.

9.12. PTO leave shall be scheduled and taken as approved by the employee's shift supervisor. The request shall be required in writing, a minimum of forty-eight (48) hours in advance, and may be denied if not timely made, if granting PTO would leave the City understaffed or if scheduled work cannot be performed in the absence of the employee.

9.13. Annual PTO date selection shall be based upon rank and years of service (in that order). Preference in selection of other leave dates will be granted by the shift supervisor on a first request basis.

9.14. If a City-paid holiday falls during an employee's PTO, the holiday will not be counted as PTO taken.

9.15. PTO pay shall be based on the employee's base hourly rate of pay applicable at the time the PTO is taken, exclusive of any other factors.

9.16. An employee may take accrued PTO or comp time in increments of at least four (4) hours and less than twenty-four (24) hours away from the Fire station. The leave shall be contiguous to shift change until 1700. Example: Firefighter "A" requests PTO time off that starts at 10:00 a.m. and concludes at 2:00 p.m. Firefighter "A" will need to request a minimum of 6 PTO hours to cover all hours starting from shift change, at the discretion of, and when approved by the shift commander. The Fire Chief or his designee has final



authority to approve or disapprove PTO leave and may exercise that authority when appropriate. Under no circumstances will the leave be granted when it would require that overtime be paid to another person because of the employee's absence.

9.17 The Personal Leave Day:

- A. The Personal Leave Day shall continue to be recognized as a full shift away from work, on the following conditions:
 - 1. The employee's request for a personal leave day off shall be made to the Battalion Chief, at least forty-eight hours in advance of the beginning of the day off. The Fire Chief or his designee has the final authority to approve or disapprove the personal day off. The leave request shall be contiguous to shift change.
 - 2. The request shall not be granted for, among other reasons, when to do so would create an overtime expense to the City.
- B. Bargaining unit employees shall receive one (1) 24-hour Personal Leave day off per calendar year, January 1. Newly hired probationary employees shall not receive the Personal Leave Day until successful completion of the probationary period. Once the new employee has completed the probationary period he shall receive the Personal Leave Day in accordance with this article.

No more than three (3) personal leave days may be deferred and accrued during the term of this Agreement. Any personal leave days in excess of three (3) as of December 31 of any year are abandoned.
- C. In lieu of actually taking time off from work, an employee may take payment for any accrued personal leave day.



PTO Sell Back

Accrual

9.18. PTO entitlement shall accrue for each full-time employee from the employee's date of hire at the following rates outlined in Appendix "A".

Maximum Accrual Permitted

9.19. Unused PTO may be accrued to a maximum of 904 hours.

9.20. Those employees who desire to sell PTO leave hours back to the City rather than use them are allowed to do so under the following guidelines:

- a. The employee must complete a written request in a form acceptable to Human Resources.
- b. A maximum of two hundred twenty-four (224) hours may be sold back to the City in any one fiscal year.
- c. A minimum of eight (8) hours must be sold on each occasion.
- d. An employee may only sell to the City the same number of hours (or less) of PTO time that the employee has used as paid time off away from work during the twelve (12) month period preceding the request for PTO sell back.
- e. Employees may exercise this option a maximum of two (2) times a fiscal year.
- f. Payment may be made in a supplemental check or in a contribution to the employee's Deferred Comp account, subject to any applicable plan limitations.
- g. PTO Sell Back pay shall be based on the employee's base hourly rate of pay applicable at the time the PTO Sell Back is requested, pursuant to Article 6.1.



PTO Donation and Exchange Policy

9.21. The City has established a plan whereby employees are able to donate some of their PTO/LTB leave to another employee who has none.

All regular full-time and part-time employees are eligible to participate after successfully completing six months of employment. The purpose of the PTO leave exchange policy is to provide time off with pay for employees during periods of personal prolonged illness, accident or injury not otherwise compensated by the City. The following are the guidelines for the use of this policy:

- a. Donated PTO hours are to be used per City's Policy 365 referenced (Paid Time off) and Policy 20 Family and Medical Leave Policy. Employees using such donated PTO hours are deemed to be on an extended leave of absence which must be approved, in advance, by the City Manager. Consistent with applicable law, if such employee is out on FMLA or other leave, there is no guarantee that the employee's position will be held open or remain open indefinitely.
- b. Donations shall come from the Long-Term Bank (formerly Sick Leave) until all available time has been exhausted. Additional donations shall then be drawn from the accumulated PTO accumulation.
- c. Any employee shall be eligible to request the assistance of donated PTO leave when:
 1. All accumulated leave and comp time has been exhausted; and
 2. The employee has been absent for at least 14 consecutive calendar days in either paid or unpaid leave status.
- d. Each request for assistance from the PTO donation exchange program must be VERIFIABLE. (Example: Notification to the Human Resources Department by the Department Head and the ability to receive confirmation from the doctor treating the illness or injury).
- e. PTO shall be per City Policy 365.



- f. Upon approval, by virtue of the conditions being met, the Human Resources Department will notify all departments of an employee's need for PTO donations/leave.
- g. Any employee wishing to donate PTO leave hours will need to complete the necessary allowing a transfer of PTO leave hours from their account to the needy party's account. This form is available on the intranet.
- h. All donations must be in whole amounts. (Example: 4, 7, or 9 hours; fractional donations are not acceptable.)
- i. The hours donated will not be taken from the donor's account until they are actually used.

Leave in "Good Standing"

9.22. To leave in "good standing" an employee is expected to provide the City with a minimum of two weeks' written notice, return all City equipment and keys in good condition (ordinary wear and tear excepted), and provide the City with a forwarding address. Human Resources will invite the employee to participate in an Exit Interview. An employee who is discharged for any reason related to discipline, conduct, or work performance does not leave in good standing.

Benefits on Termination

9.23. The following benefits are provided upon termination. However, an employee who does not leave in "good standing" as outlined in Article 9.22 or is discharged for any reason related to discipline, conduct, or work performance, is not entitled to the benefits outlined below.

- a. Any employee who leaves in good standing shall be entitled to payment of up to 504 hours of accumulated PTO/LTB and Personal Leave Days.
- b. Any employee who leaves employment due to retirement or death shall be entitled to payment of up to 704 hours of accumulated PTO/LTB. For the purposes of this section, "retirement" shall mean anyone who leaves employment who qualifies for retirement benefits under the City's retirement plan.



Article 10

Holidays

10.1. The City observes the following holidays for employees:

New Year's Day	Martin Luther King's Birthday
Memorial Day	Independence Day
Labor Day	Veteran's Day
Thanksgiving Day	Day After Thanksgiving Holiday
Christmas Eve	Christmas Day

In the event the City declares a day to be a City-wide holiday, such day shall be treated for the purposes of this Article as a holiday.

10.2. Pay for the Holiday shall be for twelve (12) hours at the eligible shift employee's straight time hourly rate.

10.3. If any employee is required to work any hours on a holiday, he shall receive pay at his regular straight time hourly rate for all time worked.

10.4. If an employee otherwise eligible is scheduled for work on any such holiday but fails to report or perform his scheduled or assigned work, he shall forfeit holiday pay for the unworked holiday unless he has failed to perform such work because of illness or death in the immediate family or because of similar good cause as evidence by written certification of a physician or other proof if requested by the City.

10.5. Since the necessity exists within the Fire Department for some employees to work on holidays, the Fire Chief may require an employee to work on a holiday.



- 10.6. An employee eligible for holiday pay is a full-time employee who:
- a. Performs work in the pay period in which the holiday is observed; and / or holiday falls;
 - b. Is on PTO approved leave the day on which the holiday occurs, and / or;
 - c. Works as scheduled or assigned both on his last scheduled work day prior to, the day of, or his first scheduled work day following the day on which the holiday falls; unless he has good cause as evidenced by written certification of a physician or other proof if requested by the City.
- 10.7. Holiday pay shall not be considered as hours worked for the purposes of calculating overtime.



Article 11

Working Out of Class

11.1. A bargaining unit employee who is temporarily assigned to a position higher than his normal job classification shall be paid \$1.35 per hour above his base rate for the hours worked in such higher classification.

11.2. No employee in his first one (1) year of probation shall work out of classification as a firefighter/engineer; nor shall newly promoted employees be eligible for this compensation prior to successfully completing the six (6) month probationary period. To be eligible to work out of classification a probationary firefighter must pass the first one (1) year of probation and shall have completed his probationary training package found in Department SOPs.



Article 12

Compensation While Injured

12.1. Bargaining unit employees who, because of an injury or illness covered by the Florida Workers' Compensation Law are required to be away from work will receive full salary during the time they are required to be away from work because of such injury. During such time they will also accrue Paid Time Off (PTO). During such time light duty is mandatory if assigned. All wage loss benefits received during such time shall be endorsed and delivered to the City.

12.2. Temporary light-duty assignments, further defined as modified or alternate duty assignments, will only be offered, at the sole discretion of the City of Leesburg, to employees that have been injured on-the-job, except whereas otherwise covered by law. Light duty assignments are intended to be temporary and are not considered to create a permanent position or placement into a permanent position. In order to be considered for a light-duty assignment as the result of an on-the-job injury or illness, the employee must provide a DWC-25 form or other acceptable documentation from an authorized treating physician. This documentation must be provided to the City within 24 hours of being issued by the authorized treating physician. Employees that are offered but refuse a light-duty assignment may lose their wage loss benefits in accordance with F.S.S. 440. All light-duty assignments must be approved in advance by the Human Resources Department.

12.3. Employees assigned light-duty restrictions by their medical provider due to a non-work-related injury or illness may be offered light duty assignments, at the sole discretion of the Fire Chief and consistent with applicable law. Employees that have been given long term or permanent restrictions or restrictions due to a non-work-related injury or illness will be treated in compliance with the Rehabilitation Act of 1973, Section 504, Title 1 of the Americans with Disabilities Act as Amended (ADA and ADAA), the Family and Medical Leave Act (FMLA), and Chapter 440, Florida Statutes, and other applicable laws and regulations.



Article 13

Job Related Physician's Visit

13.1. An employee injured during his shift will be paid for the hours lost while receiving medical care for the shift he was injured, if the attending physician recommends that the employee not complete the balance of the shift. His pay for time not worked shall not be considered hours worked for the purposes of calculating overtime.



Article 14

Physical Examinations

14.1. Bargaining unit employees shall receive, at no cost, an annual job-related medical examination by a physician selected by the City under guidelines established by the City. Specific results of the medical examination shall be treated as confidential records and may only be released to the employee and the City for lawful purposes relating to employment. The physician selected by the City shall provide to the City and the employee a report providing any applicable limitation or restrictions. Consistent with applicable law, the City is not required to maintain or hire any employee who is determined to lack fitness for duty. It is the responsibility of the employee to ensure that he receives an annual fit for duty from the physician at or within 60 days after his birthday. Bargaining unit employees ~~not~~ receiving a not fit for duty from the physician will be deemed not fit for duty and not allowed to return to active shift duty until such form has been attained. The City will not be responsible for compensation during this period that the employee has not been cleared by the physician for his annual physical.

14.2. An employee shall achieve and maintain a state of personal physical condition that allows him to perform all aspects of the job description promulgated by the City for his job or rank. The current job description may be changed due to the requirements of the Federal Americans with Disabilities of Act 1990.

14.3. Regardless of whether an employee passes the pre-employment or annual physical, if at any time the City has reason to believe an employee is not able to perform all essential functions of his job because of a reason related to his physical or mental condition, the City may require an employee to be examined by a physician.

14.4. In the event the City receives a written recommendation from a physician paid for by the City for a physical fitness program for an employee, the employee shall perform such physical exercise program as directed by the Fire Chief or his designee.



14.5. In the event an employee disagrees with the recommendation of the physician employed by the City, the employee reserves the right to select his own physician for examination at the employee's expense. If the two physicians disagree, the City and the employee shall agree on a third physician within thirty (30) calendar days, and the third physician's decision on the question of the scope of a physical fitness exercise program shall be binding on the City, the employee, and the Union. His expense shall be equally divided between the City and the Union.

14.6. No employee shall be ordered to participate in a City provided physical fitness program without first having a physician conducted physical examination, including a stress EKG, a pulmonary function test, an audio and vision test, a blood chemical profile (SMAC test) paid for by the City.

14.7. If the City-selected physician determines that an employee is permanently unable to execute the regular duties of a firefighter, but the City considers the employee be qualified by reason of his training, education, or experience to perform in some other position or job with the City, the City may offer the employee the opportunity to seek such a full time position within five (5) month of the date of the medical decision determining the employee's unfitness for duty as a firefighter. The City may elect not to rehire the employee. An employee who the City-selected physician determines is medically unfit for duty as a firefighter and for whom another position cannot be found may be terminated.

14.8. Firefighter Wellness Initiative Program

All Administrative and Union personnel who participate in fire pension plan agree to create and participate in a proactive mandatory wellness/physical fitness program within the first twelve (12) months of this agreement. The parties agree that the program seeks to improve the quality of life of all personnel. The Union agrees that it must work to ensure that each member has the opportunity to attain and maintain a healthy body and mind so each member can perform their work duties. This program is based not only on physical fitness and wellness, but is a supplement to competency within firefighting drill standards and the ability for firefighters to carry out their duties.



The wellness/fitness program shall be a positive program and not punitive in any way, no employee will be disciplined for failure to meet each and every goal that may be established as long as the employee makes a good faith effort to meet any such goals, and any failure to physically perform does not demonstrate a substantial risk exists that the employee cannot perform the essential duties of his job at an acceptable level.

Both parties agree to use the IAFF/IAFC Fire Service Joint Labor Management Wellness Fitness Initiative, Current Edition in its entirety, and reserve the right to review and adopt, subject to mutual agreement, new versions as published in part or in total. The program will be administered by the physical fitness committee. Employees who are not able to meet the standards within the Wellness-Fitness Initiative will be counseled and will seek the assistance from a physical fitness committee peer fitness trainer who will provide specific guidelines for rehabilitation and remedial support for meeting the standards.

All unit employees shall participate in a mandatory, annual, non-punitive fitness assessment, as a part of this data gathering process, to assess their individual fitness capacity.

14.9. Upon adoption, to be eligible for promotion, employees in special risk positions at a minimum must have successfully passed the Incumbent Physical Agility Test (IPAT) or have passed the IPAT within the previous twenty-four (24) months and have received a Fit-For-Duty sheet from the City's appointed physician within the same time period.

14.10. All employees hired as of October 1, 2017 under this Collective Bargaining Agreement shall comply with Florida State Statute 633.046(6) regarding tobacco products and during their term of employment shall remain tobacco free as a contingency of employment. City of Leesburg Firefighters shall sign the affidavit and affirm compliance with the F.S.S. 633.046(6). See Appendix "E".



Article 15

Substance Abuse Policy

15.1. The Union accepts the current City of Leesburg Drug Free Workplace Policy contained in the City of Leesburg Personnel Policy Manual as in effect on the date of ratification of this Agreement.



Article 16

Assignment During Disability

16.1. In the event an employee is injured, whether on-the-job work related, covered or not covered by Workers' Compensation or otherwise, he shall be returned to the City's active, paid, full-time duty status without work restrictions only upon delivery and acceptance by the City of a doctor's release clearly stating that the employee is capable of performing all essential functions of the job duties in which he was classified prior to his medical leave of absence. The City shall have the prerogative of determining the sufficiency of the release.

16.2. If any doubt exists concerning the employee's current ability to return, the City may require that the employee be examined by a doctor of its selection to determine the medical status of the employee. The employee shall cooperate with the City in its efforts to obtain a second opinion. This second opinion shall be at the expense of the City.

16.3. Bargaining unit employees who, while restricted from performing their assigned duties by an injury covered by Workers' Compensation, and who are working on light duty status, shall receive compensation for actual hours worked, without interruption. LTB and vacation PTO leave accrual shall remain unchanged. Any light duty available, offered and able to be performed by the injured employee shall be completed as required by the Fire Chief. Any and all workers' compensation benefits received by the injured employee must be signed over to the City of Leesburg upon receipt.

16.4. Temporary light-duty assignments, further defined as modified or alternate duty assignments, will only be offered, at the sole discretion of the City of Leesburg, to employees that have been injured on-the-job and/or who are pregnant and have requested (in consult with their treating physician) to be accommodated in a temporary light-duty assignment, except whereas otherwise covered by law.



Article 17

Paramedic Bridge Program

17.1. When an employee currently employed in the City's Fire Department obtains the necessary education and successfully passes the required State Paramedic examination, completes all additional requirements established by the State of Florida for Paramedic certification, and the employee seeks to become a Paramedic in an open or vacant budgeted position the following shall apply:

- a. The provisional probationary employee shall have a maximum of six (6) months to complete the provisional process.
- b. The provisional period will begin on the date the employee is assigned duties as a Provisional Paramedic.
- c. If the provisional probationary employee is unable to perform his duties at the assigned level at the conclusion of the provisional period, he shall be returned to the former position of EMT and shall not be eligible to receive paramedic "Add Pay" pursuant to Article 6.8.
- d. The employee shall be eligible for Paramedic incentive pay upon successful completion of the provisional period and clearance to perform by the Lake County Medical Director.
- e. The provisional paramedic will be eligible to take a promotional exam during the provisional period.



Article 18

Jury Duty

18.1. An employee serving on jury duty will be granted time off and paid the difference between payment received from the court and his regular hourly rate for those hours, which would normally have been scheduled as a workday or a paid holiday.

18.2. The maximum period for this reimbursement shall be two (2) calendar weeks.

18.3. If an employee is released from jury duty within four (4) hours before his normal quitting time for that shift, he shall be required to report to his station for completion of his shift within one (1) hour of his release from jury duty, unless he takes the remainder of his shift as PTO.

18.4. Paid jury duty time shall not be considered hours worked for the purposes of calculating overtime.



Article 19

Funeral Bereavement Leave

19.1. When a death occurs in a full-time employee's immediate family, defined as the employee's legal spouse, mother, father, legal guardian, mother-in-law, father-in-law, step parents, son, daughter, son-in-law, daughter-in-law, step children, brother, sister, grandparents (including great grandparents as long as documentation showing relationship is provided), grandchildren or other dependents living in the same household, the employee may upon request be excused and paid for 24 hours bereavement leave. Employees may when necessary use LTB or PTO leave to extend funeral bereavement.

19.2. An employee will not receive funeral pay when it duplicates pay received for time not worked for any reason.

19.3. Paid funeral leave shall not be considered hours worked for the purposes of calculating overtime.



Article 20

Tuition Reimbursement

20.1. The Fire Department will reimburse an employee attending approved course/class for the cost of tuition, books and fees. If the employee does not receive a passing grade of “C” or above in a course/class, or equivalent numerical representation, which issues a letter grade, the employee must reimburse the Fire Department for the course prior to being eligible for further tuition reimbursement consideration. If the employee is enrolled in a course/class which requires “pass/fail” criteria the employee must demonstrate evidence of “passing” the course. If the employee “fails” the course or receives a letter grade below a “C,” or equivalent numerical representation, the employee will reimburse the Fire Department the cost of the class. If an employee “fails” a course or class and wishes to re-take it, the Fire Department will pay the cost of the tuition, books, and fees in accordance with City Personnel Policy 720, if the employee has reimbursed the Fire Department in its entirety for the failed course.

20.2. All tuition, books and fees reimbursement require prior approval of the Fire Chief and are subject to availability of funds.

20.3 Employees receiving these funds are obligated to remain employed with the City of Leesburg Fire Department for a period of no less than two (2) years after completion of the course. In the event the employee is terminated or resigns with the City of Leesburg Fire Department before the expiration of the two (2) year period, the employee shall reimburse the City of Leesburg the entire amount paid on his behalf for this course.



Article 21

Educational Leave

21.1. If an employee is directed by the City to enroll in a course, the City shall pay the time spent in attending the course. The Fire Chief shall direct an employee in writing and the employee so directed shall attend without having to exchange time or use any leave time.

21.2. If the City does not require attendance at a course, the time in attending the course shall not be paid by the City. An employee seeking an unpaid leave of absence for this purpose shall make written application to the Fire Chief. Approval of such application must be made by the City Manager. An employee may request to use comp time or leave time to attend courses not required by the City.

21.3. If an employee elects to enroll in a job-related academic course sponsored by the Florida State Fire College, and the approval for the reimbursement of the cost of tuition, books, and fees in accordance with the City's Educational Assistance Policy has been obtained, the employee may request, through the Fire Chief, time off to attend the course. With the Fire Chief's approval, the employee may attend such course while on duty without a loss of pay, provided he reports back to duty at the conclusion of the class and reports to work for the balance of the shift. When an employee attends a scheduled class that is mandated by the City on a day when he is not scheduled to work, he shall be paid up to eight hours at straight time for all hours spent attending class.

21.4. If an employee elects to continue his certified status as Paramedic, and such continuation is approved by the Fire Chief in writing, he may attend such formal classes on a scheduled work day without loss of pay provided he reports to work at the conclusion of his class schedule and work for the balance of his shift. On days when such classes are scheduled but he is not scheduled to work, he shall receive his regular straight time pay for all hours spend attend such classes.



Article 22

Educational Supplemental Compensation

22.1. The current City practice under state law to pay an additional sum to an employee upon completion of certain required educational courses related to his primary job shall be continued. Should that state program be altered or amended, the benefit shall be accordingly changed.

22.2. Educational differential pay shall not be considered part of the regular hourly rate of any employee.

22.3. Employees may be granted internet access via the Department's computers for the purposes of continuing their education in fire related fields. Such access shall be subject to the following conditions:

- a. The employee agrees to comply with the current City of Leesburg's Internet Usage Policy, which is contained in the City of Leesburg Personnel Policy Manual.
- b. Internet courses must be approved in advance by the Fire Chief.
- c. Internet access for the above purposes shall not be during normal duty hours, i.e. 8:00 a.m. to 5:00 p.m. Monday through Friday, and 8:00 a.m. to 12:00 p.m. Saturday and Sunday.
- d. During emergency situations, internet access can be denied by the Fire Chief. Violation of any of the above conditions shall be grounds for disciplinary action.

22.4. An employee may take accrued PTO or comp time in increments of not less than four (4) hours to attend, an approved Fire or EMS academic class away from the Fire station in accordance with this agreement. Under no circumstances will the leave be granted when it would require that overtime be paid to another person because of the employee's absence.



Article 23
Call Back Pay

23.1. An employee called back to work to perform unscheduled, unforeseen or emergency work after leaving the station area at the conclusion of his scheduled work shift shall receive a minimum of two (2) hours pay at their regular hourly rate.

23.2. This benefit shall not apply when an employee is called back early to his regular shift and works continuously from the time of reporting into his regular shift.

23.3. Only such hours actually worked shall be included in calculating overtime hours, if any, in a work period.



Article 24

Clothing Allowance

24.1. The cost and maintenance of wearing apparel, furnished by the City shall be paid by the City. The City will replace, at its cost, such items when, at the discretion of the City, such replacement is considered necessary. The employee shall pay for the replacement of negligent damage to or lost articles.

24.2. Upon termination of employment, the wearing apparel will be surrendered by the employee in like condition as when issued, reasonable wear and tear is expected.

24.3. Safety shoes/boots shall be covered in the same manner as described in the current City of Leesburg Personnel Policy Manual.



Article 25

Retirement

25.1. The City and the members shall continue to participate in and contribute to the municipal firemen's retirement plan for the City of Leesburg on each employee covered by this Agreement in accordance with the requirements of the Plan, all Plan Documents, State Law, and with the recommendation of the Pension Board of Trustees and the approval of the City Commission.



Article 26

Insurance

26.1. The City will make available health insurance, life insurance, and accidental death and dismemberment insurance benefits on a group basis to bargaining unit employees to the same extent and in the same manner that such benefits are provided to other City employees, including executive staff. The City shall have the same rights with respect to bargaining unit employees to make, or to agree with the provider or providers to, change in such benefits and/or the costs thereof to the City and/or to employees as with all other City employees. Provided all City employees, including bargaining unit employees, have available the same benefits, as above described, the City shall have no obligation to bargain over such changes or their effects during the term of this Agreement.



Article 27

Seniority

27.1. Seniority for the purposes of this article shall be by job classification. In any case of layoff, recall, or scheduling of vacation the following factors shall be considered:

- a. Continuous service with the City, and
- b. Ability to perform the work, and

27.2. Continuous service with the City for seniority purposes shall continue to accrue during all types of leave, except that leave of absence without pay for thirty (30) calendar days or more.

27.3. Seniority shall be used only for the purpose of layoff and recall and scheduling vacations.

27.4. In the event of a layoff for any reason at any rank, employees shall be laid off in accordance with the factors set forth in Section 27.1 (above). Any employee who is to be laid off who has advanced to his present classification from a lower classification in which he held a permanent appointment shall be given the opportunity to displace an employee in the lower classification in the same department regardless of that employee's continuous service with the City.

27.5. An employee on layoff shall be recalled to available job accordance with the factors set forth in Section 27.1 (above). The City may require a physical examination of an employee at its expense before recall. Recall will be made by certified mail to the last address in the employee's record. The employee must within seven (7) days of the certified receipt date, signify his intention, in writing, of returning to work, to the Human Resources Director and the Fire Chief. In the event an employee on layoff does not advise the City within seven (7) calendar days of his intention to return and return within fourteen (14) calendar days, that person, shall be terminated for all purposes.



27.6. An employee shall lose his seniority as a result of the following:

- a. Resignation,
- b. Termination,
- c. Retirement,
- d. Layoff exceeding twelve (12) months, or the number of months of Fire Department service, whichever is less, or
- e. Violation of the provisions of the current City of Leesburg Personnel Policies and the published Leesburg Fire Department Rules and Regulations, Operating Procedures and General Orders and rules and regulations issued by the Fire Chief or his designee where those provisions provide penalties for failure to adhere to them.

27.7. No new employees shall be hired until all laid-off employees have been notified of recall as specified in Article 27.5 (above). Employees “down bumped” as the result of a lay-off will be returned to their prior classification before any new promotions are made.



Article 28

Probationary Period

28.1. An employee initially employed into the bargaining unit shall be on probationary status for one year. The City may, at its sole discretion, terminate the employment of a probationary employee at any time during the probationary period. Such termination shall not be reviewable under the grievance-arbitration procedure.

28.2 New firefighters, during the firefighter orientation period, shall be compensated based on a 40-hour work week for actual hours worked; the employee's calculated hour rate shall be converted to his/her equivalent rate based on 2080 per year. The conversion is effective with the date of the first bi-weekly pay period the employee begins.

28.3 Personnel who successfully complete the orientation period shall have their compensation rate converted back to contractual rates.

28.4 A current bargaining unit employee promoted into a higher position shall be placed on a six (6) month probationary period.

- a. The probationary period will begin on the date the employee is assigned his new duties.
- b. The employee shall be subject to a 6-month performance evaluation. Interim written performance consultation shall be at ninety (90) days.
- c. If the probationary employee is unable to perform his duties at the assigned level at the conclusion of the probationary period, he shall be returned to the former position and forfeit all compensation related to the promotion.



Article 29

Work Rules

29.1. Employees shall be required to observe and comply with the written regulations governing their employment as set forth in the City of Leesburg Personnel Policies manual, the City of Leesburg Fire Department Rules, and Regulations, Operating Procedures and General Orders manual, current Department procedures and such special and general orders and written communications as issued from time to time, commonly referred to as Standard Operating Procedures (SOP's) and the Fire Chief's Directives as they may be amended from time to time.

29.2. Employees shall be required to observe and comply with such additional or supplemental rules and regulations promulgated and published by the Fire Chief provided that such rules and regulations shall not be contrary to any of the provisions of this Agreement. No disciplinary action will be taken for violation of a posted rule or regulation until at least five (5) business days after posting. The posting of additional or supplemental rules will be on the departmental bulletin board.

29.3. Changes proposed by the City to Personnel Policies, Rules & Regulations, General Orders, Departmental Procedures, or Standard Operating Procedures or Guidelines that would impact wages, hours and/or terms and conditions of employment shall be provided to the union a minimum of 14 days prior to implementation. If after review, the Union requests bargaining over the impacts the proposed change will have on wages, hours and/or terms and conditions of employment, the City agrees not to implement the proposed change until the collective bargaining procedures as outlined in F.S.S. Chapter 447, have been completed.



Article 30

Bulletin Boards

30.1. The Union shall be allowed to mount a suitable bulletin board, measuring 3' x 4' next to the City's bulletin board, one at each station, for the following notices only;

- a. Union literature;
- b. Notices of Union meetings;
- c. Recreational and social affairs of the Union: and
- d. The Union's Charter.

30.2. No material, notices or announcements shall be posted which contain anything political or controversial, or anything reflecting upon the City, any of its employees, or any labor organization among its employees. No material, notices or announcements which violate the provisions of this Article shall be posted.

30.3. No material, notices or announcements shall be posted except as provided in this Section and unless signed by the Union President, or his designee, and approval by the Fire Chief or his designee is granted.



Article 31

Shift Exchanges

31.1. Shift exchange or time trade shall not be permitted where the swap creates any overtime pay obligation for the City. Time trade (Swaps) for another person will not constitute actual hours worked for the purposes of calculating FLSA. A shift exchange is done voluntarily by the employees and not at the command of the fire department. The reason for shift exchange is not due to the operational needs of the fire department. The fire department shall maintain records of applicable shift exchanges. Responsibility and liability for shift exchanges shall be solely that of the employees involved in the actual shift exchange.

31.2. Employees may exchange shifts subject to the following conditions:

- a. Shift exchange requests must be made forty-eight (48) hours in advance.
- b. Shift exchange requests shall be subject to advance approval by the Fire Chief or his designee.
- c. Firefighters may exchange with Firefighters or Engineers.
- d. Engineers may exchange with Engineers, Firefighters cleared to serve as WOC Engineers or Lieutenants.
- e. Lieutenants may exchange with Lieutenants or with Engineers cleared to serve as WOC Lieutenants.

31.3. All requests for time trades or shift exchanges shall be submitted to the employee's Battalion Chief forty-eight (48) hours prior to the requested leave time. Requests for time trades for durations of less than six (6) hours may be submitted to the employee's Battalion Chief and approved verbally. The Fire Chief or his designee has the final authority to approve or disapprove shift time trades. All time trades will be recorded.

31.4 A person working in a higher rated classification shall not be deemed working out of classification.



31.5. Employees on their initial one (1) year probationary period are limited to a maximum of forty-eight (48) hours. for this article until they have successfully completed the one (1) year probationary period.

31.6 Perpetual Time Trades (Swaps) in Article 7 are not applicable in this Article.



Article 32

Union Dues

32.1 The City agrees that upon receipt of a voluntary written individual notice signed by a bargaining unit employee on the form set forth in Appendix “B-1” which is attached hereto and made a part hereof, the City shall deduct from the pay due such employee his Union dues. Such authorization may be revoked by an employee within thirty (30) days written notice to the City and the Union in the form set forth as Appendix “B-2” which is attached hereto and made a part hereof.

32.2 Dues shall be deducted each designated pay period and those monies shall be remitted to the Union thereafter.

32.3 The Union agrees to save and hold the City harmless from any and all suits, claims or judgments arising because of the City’s compliance with the provisions of this article.

32.4 The Union will initially notify the City as to the amount of dues for an individual. Such notification will be provided to the City in writing signed by a representative of the Union. Any change in Union membership dues will be similarly certified to the City and shall be done thirty (30) days in advance of the effective date of such changes.



Article 33

Promotions

33.1. This article applies to promotion to the ranks of Firefighter/Engineer and Lieutenant. It excludes administrative promotion to the rank of Fire Inspector, Training Officer, and Battalion Chief; these positions are appointed. In the event an Administrator seeks to move to an open position on shift (within the collective bargain unit positions), he shall NOT be permitted to return to an open position in the rank held before he was appointed to Administration.

33.2. A promotional test shall be administered on the second Monday of October for Engineer during odd calendar years and on the second Monday of October for Lieutenant during even calendar years.

33.3. Once established, promotional rosters shall remain in effect for twenty-four (24) months plus two weeks, expiring on November 1st respectively. In the event a roster becomes exhausted before its expiration date, the Fire Chief shall have the prerogative to appoint a person to work out of class in a vacant position until the next roster is established.

33.4. A promotional board shall be established to preside over promotional testing. The board shall be comprised of the Fire Chief or his designee, as chairperson, the Human Resources Director or designee, and an employee member of the bargaining unit. All applicants must meet eligibility requirements by the test date and time.

33.5. The Fire Chief or designee, shall have the responsibility for the composition of the written and practical tests, and other tests as appropriate and standard in the industry. The questions for the written exam shall be composed from questions provided by a certified testing agency or book publisher and shall be applicable to the City of Leesburg. The practical test shall be composed from industry standard textbooks and related materials.



33.6. A practical and oral committee shall be appointed by the promotional board. Each shall have at least three (3) members.

33.7. The test for Firefighter/Engineer shall be scored as follows (4-part exam):

- Written exam worth 100 points
- Practical street exam worth 100 points
- Driving course exam worth 100 points
- Pumping evolution exam worth 100 points

33.8. Each candidate must receive a minimum grade of 70% to proceed to the next portion of the test. Each candidate must receive a minimum score of 70% on each of the four (4) exams to be placed on the promotional roster.

33.9. Bonus points may be awarded to a maximum of 25 points as follows: (Effective 2019)

- One half (.5) point per year of service with the Leesburg Fire Department, to a maximum of 7.5 points.
- One half (.5) point per year as “WOC” qualified as acting Driver Engineer and working in the position with the Leesburg Fire Department, to a maximum of 5 points.
- Review of last five (5) performance evaluations, receiving one (1) point for every performance evaluation that receives an overall “Exceeds”, “Exemplary”, or “Exceptional”; maximum of five (5) points.
- One half (.5) point for child car seat installation technician.
- One half (.5) point for current CPR Instructor (instructed a minimum of two (2) classes for the Leesburg Fire Department in the previous 18-month period).
- One (1) point for Fire Officer I Certification.
- One and a half (1.5) point for Fire Officer II Certification.
- One (1) point for State Certified Fire Inspector.
- One (1) point for State Certified Fire Instructor.



- One and a half (1.5) points for Associates Degree (limited to one Associates Degree); or
- Two (2) points for Bachelor Degree (limited to one Bachelor Degree).

33.10. Minimum eligibility requirements for promotion to Firefighter/Engineer (Effective 2019)

- Successful IPAT within twenty-four months and successful Fit-for-Duty for the same time period.
- Two (2) consecutive years of service as a Leesburg firefighter since last date of hire.
- Current evaluation of at least “Meets Expectations” Or Satisfactory Job Performance Evaluation.
- Pump Operator State Certification
- 40-hour certificate in Aerial Apparatus Operations.
- Valid Florida Driver’s License with less than 7 points on the license.
- Completion of WOC/DE program.

33.11. The test for Lieutenant shall be scored as follows (4-part exam and record review):

- Written exam worth 100 points
- Fire based scenario test worth 100 points
- Oral interview worth 100 points
- Personnel supervisory skills evaluation worth 100 points

33.12. Each candidate must receive a minimum score of 70 percent to proceed to the next portion of the test. Each candidate must receive a minimum score of 70% on each of the four (4) exams to be placed on the promotional roster.

33.13. Bonus points may be awarded to a maximum of 25 points as follows: (Effective 2018)



- One half (.5) point per year of service with the Leesburg Fire Department, to a maximum of 7.5 points.
- One half (.5) point per year as “WOC” qualified as acting Lieutenant and working in the position with the Leesburg Fire Department, to a maximum of five (5) points.
- Review of last five (5) performance evaluations, receiving one (1) point for every performance evaluation that receives an overall “Exceeds”, “Exemplary”, or “Exceptional”; maximum of five (5) points.
- One (1) point for Live Fire Instructor I
- One and a half (1.5) point for State Certified Fire Inspector.
- One (1) point for State Certified Fire Instructor; or
- One (1) point State Certified Fire Instructor II
- One half (.5) point NIMS ICS 400
- One and a half (1.5) points for Associates Degree (limited to one Associates Degree); or
- Two and a half (2.5) points for Bachelor Degree (limited to one Bachelor Degree)

33.14 Minimum eligibility requirements for promotion to Lieutenant (Effective 2018)

- Successful IPAT within twenty-four months and successful Fit-for-Duty for the same time period.
- Two (2) consecutive years in grade as Leesburg Firefighter/Engineer since last date of promotion.
- Current evaluation of at least “Meets Expectations” Or Satisfactory Job Performance Evaluation.
- Florida State Fire Officer I and Florida State Fire Officer II
- NIMS ICS 100, 200, 300, 700, 800
- Incident Safety Officer Course Certificate
- Courage to be Safe Certificate



33.15. A current list of source materials to be used for promotional testing shall be posted at all times in each fire station. If the Fire Chief changes the materials to be used, the new materials shall be posted no less than 60 days prior to the next promotional test. Three copies of the current materials shall be kept at the public library reserved for combat personnel use.

33.16. The Fire Chief shall have the prerogative to choose from the top two candidates on the Engineer and Lieutenant promotional rosters.



Article 34

Grievance and Arbitration

34.1 Members of the bargaining unit will follow all written and verbal orders given by superiors even if such orders are alleged to be in conflict with this agreement. Compliance with such orders will not prejudice the right to file a grievance within the time limit contained herein, nor shall compliance affect the ultimate resolution of the grievance. See Appendix "C."

34.2 A "grievance" is a claimed violation of this agreement. No grievance will or need be entertained or processed unless prepared in writing in the manner described herein, and unless filed in the manner provided herein within the time limit prescribed herein. A grievance may be filed by either a bargaining unit employee ("employee" as used herein being understood to include the plural for purposes of this Article) or by the Union. Grievances are limited to claims which are dependent for resolution exclusively upon interpretation or application of one or more express provisions of this agreement. The City need not entertain or process under this Article and may refuse to entertain or process any dispute, claim or complaint or other matter not meeting this definition.

34.3 Any action or activity begun by the administration giving rise to a class action grievance, upon the filing of the grievance by the Union, shall be suspended until such time as the grievance process has been completed and resolved. If the activity/action is deemed to be in violation of this agreement, it shall be terminated.

34.4 Grievances will be processed in the following manner and strictly in accordance with the following stated time limits:

Step 1: An aggrieved employee or the Union shall present in writing the grievance to the aggrieved employee's immediate supervisor within ten (10) calendar days of the aggrieved employee's or Union's knowledge of the occurrence of the action giving rise to the grievance. The immediate supervisor shall reach a decision and



communicate in writing to the grievant within ten (10) calendar days from the date the grievance was presented to him. The failure of the aggrieved employee or the Union to make the grievance known in writing to the immediate supervisor within ten (10) calendar days of such knowledge of the occurrence of the action giving rise to the grievance shall constitute a final and conclusive bar on the merits of the grievance. The phrase “action giving rise to the grievance” shall include a final decision made by any representative of the City which results at a later time in the action which is the subject of the grievance.

Step 2: If the grievance is not resolved with finality at the first step, the aggrieved employee or Union, within ten (10) calendar days following receipt of the answer in the first step, may forward it to the Fire Chief. The Fire Chief shall, within ten (10) calendar days of receipt of the written grievance, conduct a meeting with the aggrieved employee. The aggrieved employee may be accompanied at this meeting by a Union representative. The Fire Chief shall notify the aggrieved employee in writing of the decision not later than ten (10) calendar days following the meeting date.

Step 3: If the grievance is not fully and conclusively resolved at the second step, the grievant or Union, within ten (10) calendar days of receipt of the answer provided in Step 2, may forward the written grievance to the City Manager. The City Manager shall hold a meeting with the grievant or Union regarding the grievance. The City shall notify the grievant and the Union of the City Manager’s decision within ten (10) calendar days following the meeting. The decision of the City Manager shall be determinative of the grievance (unless modified by a decision made in compliance with the following arbitration procedure).

34.5 Arbitration: If the grievance is not resolved by the foregoing grievance procedure, the Union, within fourteen (14) calendar days after the City Manager’s decision in Step 3, may give to the City Manager, by hand delivery or by registered or certified mail, a written notice of its desire to submit the matter to arbitration; said written notice to include a written



statement of the position of the Union with respect to the unresolved grievance. The Union Executive Board maintains exclusive authority to determine whether a grievance is to be processed to arbitration.

- a. Within fourteen (14) calendar days from receipt of such notice, the parties shall confer to select an arbitrator. In the event the parties fail to agree on an arbitrator, both parties shall jointly request a list of seven (7) qualified arbitrators from the Federal Mediation and Conciliation Services. The Union and then the City will alternately eliminate one at a time from said list the names of persons not acceptable until only one remains and this person will be the arbitrator. A coin toss will determine which party has the right to first strike arbitrators.
- b. As promptly as possible after the arbitrator has been selected, he shall conduct a hearing between the parties and consider the grievance. The decision of the arbitrator will be served upon the employee or employees aggrieved the City and the Union in writing. The expense of the arbitration, including the fee and expenses of the arbitrator, shall be borne equally between the City and the Union. Each party shall be exclusively responsible for compensating its own representatives and witnesses.
- c. The submission to the arbitrator shall consist exclusively and entirely of the written grievance as submitted in Steps 1, 2, and 3 of the grievance procedures, and shall include a copy of this agreement.
- d. The power and authority of the arbitrator shall be strictly limited to and interpretation of the express terms of this agreement. He shall not have the authority to add to or subtract from or modify any said terms, or to limit or impair any right that is reserved by this agreement to the City or the Union or the employees, or to establish or change any wages or rate of pay in this agreement.
- e. No decision of any arbitrator or of the City in one case shall create a basis for retroactive adjustment in any case.
- f. All claims for back wages shall be limited to the amount of wages that the employee otherwise would have earned from the City, less any unemployment compensation or compensation from other sources that he may or might have received or did receive during the period for which the back pay was awarded. In settlement or



other resolution of any grievance resulting in retroactive adjustment including back wages, such adjustment shall be limited to a maximum of thirty (30) calendar days prior to the date of the filing of the grievance at Step 1.

- g. This decision of the arbitrator shall be final and binding on both parties, and the grievance shall be considered permanently resolved, subject to any judicial relief available to either party under Florida law.
- h. It is agreed, with respect to this grievance and arbitration procedure, that:
 - 1. It is the intent of the parties that grievances must be raised at the earliest possible time. Any grievance, in order to be entertained and processed, must be submitted in writing at Step 1 within ten (10) calendar days after initial knowledge of the action allegedly giving rise to the grievance, which means, as indicated in Step 1 above, within ten (10) calendar days after knowledge of a final decision which results in the action which is the subject of the grievance.
 - 2. A matter otherwise constituting a grievance not presented at Step 1 within the time limit prescribed in Step 1 and in compliance with paragraph "A" above shall be conclusively barred on the merits following expiration of the prescribed time limit. Such a time-barred grievance need not be entertained or processed, and only factual disputes as to timing will be the subject of any arbitration resulting from the matter. A grievance which is for any reason not advanced to Step 2 or Step 3 or to arbitration within the time limits prescribed herein for such advancement shall be similarly permanently withdrawn and barred. Failure on the part of the City to respond within the time limit set forth at any step shall require the aggrieved employee or Union to proceed to the next step and failure on the part of the aggrieved employee or Union to so proceed within the time limit after expiration of the time limit for the City's response shall cause the matter to be barred as set forth in this paragraph.
 - 3. A time limit at any stage of the grievance procedure may be extended by written mutual agreement of the Union and the City Manager.
 - 4. All grievances shall be dated and signed by the aggrieved employee or Union representative. Any decision rendered shall be in writing and shall be dated and signed by the City's representative at that step.



5. In any grievance there shall be set forth in space provided on the grievance form or on attachments, if necessary, all of the following;
 - a. a statement of the grievance and facts upon which it is based;
 - b. the section or sections of this agreement claimed to have been violated; and
 - c. the remedy or correction requested.
6. All grievance hearings will be during normal business hours.
7. All grievances filed on behalf of or for the benefit of any employee or employees must specifically name all such employees, and may not be amended after completion to Step 2 to add names. No monetary or other relief shall be granted or awarded to any employee not so named. The only exception to this is that if the Union claims that a grievance affects the entire bargaining unit it may describe the bargaining unit generally.
8. In all cases requiring the aggrieved employee or the Union to timely present or advance a grievance to a designated City official, hand delivery during the hours of 8:30 a.m. to 4:30 p.m., Monday through Friday to the office of that official shall be sufficient for compliance with prescribed time limits if the designated official is not personally available for service. Where the last day for such presentation or advancement falls on a Saturday, a Sunday or a holiday expressly recognized as such under this agreement, presentation or advancement shall be timely if made on the next business day following such Saturday, Sunday or holiday.
9. Nothing in this agreement shall prohibit the presence of a Union representative at any meeting held at Step 1, 2, or 3 of this procedure. In cases where a grievance has been presented by an employee without participation of the Union, the City and the aggrieved employee shall be obligated to give the Union reasonable prior notice of any and all meetings or other procedures involving the grievance, other than informal discussion between the aggrieved employee and his immediate supervisor. The Union will be permitted to be present at scheduled meetings, and any adjustments of the grievance will not be inconsistent with the express terms of this agreement.



Article 35

Notice

35.1 Any notice to be given under this Agreement shall be given by email and or certified mail; a written reply, from the receiver, acknowledging receipt is required to verify delivery. If notice is given by the Union to the City, it shall be addressed to the Director of Human Resources, City Hall, Post Office Box 490630, Leesburg, FL 34749-0630; and any such notice if given by the City to the Union shall be addressed to the Union President, Post Office Box 491350, Leesburg, FL 34749-1350.



Article 36

Sanitation, Maintenance and Upkeep

36.1 The City agrees to supply and make available all materials required in the day-to-day maintenance and upkeep of all fire houses.

36.2 The City and the Union agree that employees shall be required to perform repair, maintenance and routine tasks and duties relative to their equipment and fire stations. Routine tasks and duties shall include items such as sweeping, mopping, cleaning windows, washing and polishing apparatus. The City agrees that tasks normally requiring the expertise of a licensed professional of the trade shall not be required to be performed by a bargaining unit employee.

36.3 Nothing in Article 36.2 (above) shall prohibit an employee from performing any of the work if he elects to do so.



Article 37

Off-Duty Employment

37.1 The City permits bargaining unit employees to accept employment with other employees, or to engage in other paying work, provided that at all times City employment shall be the primary compensated work activity of bargaining unit employees. All bargaining unit employees will be required to report for duty when called, regardless of other work or employment. At no time may any bargaining unit employee use his position with the City of his uniform for any personal advantage. At no time can other employment or any other work activity of a bargaining unit employee interfere with the performance of work for the City or create any conflict of interest affecting the City or the employment with the City of such bargaining unit employee. No off-duty work will take place when an employee is receiving PTO for any medical leave-related purpose related to illness or injury to any person or wage loss benefits attributable to City employment. Exceptions may be made to this if an employee's medical restrictions cannot be accommodated by the City. Such exceptions must be approved by the Fire Chief with the concurrence of the Human Resources Department. It is understood that no employee will be covered by F.S.S. 440 Workers' Compensation benefits attributable to City employment as a result of any accident or injury incurred during off-duty employment. As of October 1, 2020, no employee shall engage in secondary employment that is in direct contradiction of F.S.S. 112.1816.

No employee shall utilize other on-duty City employees, or City equipment, facilities or vehicles in connection with any off-duty employment.



Article 38

Uniform of the Day

38.1 The City and the Union agree that the uniform of the day shall consist of a Class “B” shirt, Polo, or optional T-shirt, pants and safety shoes. Shorts may be worn for special events and outside non-emergency activities. Examples include training and hydrants. Ball caps are acceptable when worn with t-shirts or polos. The City shall have the right to determine the color of the uniforms.



Article 39
Locker Space

39.1 The City's present practice of providing an employee a locker shall be continued as long as the current buildings are used for Fire protection purposes.



Article 40

Employee Parking

40.1 The City's present practice of providing an employee parking shall be continued so long as the current buildings are used for the protection purposes.



Article 41

Reproduction of Agreement

41.1. The City will furnish one “hard” copy and one electronic copy of this agreement and the current City of Leesburg Fire Department Rules and Regulations as issued and/or amended from time to time to each station and a hard copy or electronic copy to the Union Executive Board, as the latter may elect. The agreement shall also be made available on a shared City Network Drive.



Article 42

Severability

42.1. If any article or section of the Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal, the reminder of this Agreement shall not be affected thereby.



Article 43

Transportation

43.1 When an employee is directed to change stations while on duty, the City shall provide transportation.

43.2 If an employee changes stations during the work day, he shall be transported back to original work location not later than the end of his shift.

43.3 In the event an employee elects to use his own vehicle for transportation between stations, he shall not be reimbursed for such expense.

43.4 If an employee is directed to attend a program or participate in some Fire Department related activity outside the City of Leesburg, the City shall either provide transportation or reimburse an employee using his vehicle on the basis of the City's current mileage rate.

43.5 No other transportation at the City's expense is provided except as set forth herein.



Article 44

Union Meetings

44.1. The Union may make application to the City to use any public facility on the same terms and conditions as any other private or public organization.

44.2. The Union may hold Union meetings at a Fire Station. The meetings shall be limited to Union Representatives and Union members and shall be held only after 5:00 p.m. The meetings shall not last more than two (2) hours and shall not interfere with operational duties. The Union shall notify the Fire Chief in writing of the meeting dates.

44.3. Any off-duty time spent at a Union meeting by an employee is not City paid time for any purpose.



Article 45

Complete Agreement

45.1 The City and Union acknowledge that during the negotiations which resulted in this Agreement, each party had the opportunity and unlimited right to make proposals concerning any subject or matter required by law to be a mandatory subject of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that opportunity or right are set forth in this Agreement. Therefore, it is agreed that during the term of this Agreement, the parties shall not be required to engage in further collective bargaining covering any subject or issue either herein agreed upon or which was discussed by the parties during the negotiation of this Agreement. It is understood; however, that nothing herein shall prevent the parties from engaging in further collective bargaining should they mutually agree to do so.



Article 46

Duration

46.1 Upon adoption by resolution of the City, this Agreement shall be effective October 1, 2023 and shall continue in full force and effect until midnight September 30, 2026, when it shall terminate.

46.2 This Agreement shall automatically be renewed from year to year, unless either party notifies the other, in writing, not less than one hundred fifty (150) days, nor more than the beginning of the calendar year of the expiration date of this Agreement.



IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized representatives this _____ day of _____, 2023.

For the Union:

For the City:

Ryan Sapp, Union President

Al Minner, City Manager

James Allen Shaffer, Union Vice President

Joseph Mera, Fire Chief

Leonides Gonzalez, Secretary/Treasurer

This Agreement approved upon adoption by resolution of the City Commission of the City of Leesburg on the _____ day of _____, 2023.

Jimmy Burry, Mayor

Attest: _____
Julie Purvis, City Clerk



Appendix “A”

365 PAID TIME OFF (PTO)

Paid Time Off (PTO) is an employee benefit that combines traditional vacation and sick leave programs into one plan. PTO provides the employee with a flexible method of scheduling time off work. Unscheduled PTO shall not be considered as “hours worked” for the purposes of calculating overtime.

Eligibility

The following employees are eligible for PTO:

- a. regular full-time;
- b. regular part-time working at least 20 hours per week (accrued PTO time will be prorated based upon hours worked); and
- c. temporary employees who have held their position for 12 months or longer, and who have been determined in the City’s sole discretion to be eligible for PTO benefits pursuant to Policy 405.

Accrual

Paid Time Off (PTO) shall accrue for eligible employees starting on the date of hire at the following rates (*employees covered by a CBA may accrue at a different rate – refer to respective collective bargaining agreement*):

Less than 5 Years Service – 23 days (184 hours) of PTO a year.

5 to 10 Years Service – After 5 years of service, an employee earns one additional day of PTO (8 hours accrual) for each year of full-time service.

10 to 20 Years Service – After 10 years of service, an employee earns an additional half day of PTO (4 hours) for each year of full-time service.

20 Years of Service – After 20 years of service each employee has earned and continues to earn the maximum PTO accrual of 33 days (264 hours) of PTO a year.



PTO Annual Accrual Chart			Part-Time PTO Annual Accrual (Days)				
Full-Time Employees		Years of Service	Based on Normal Scheduled Hours				
Years of Service	PTO Days per Year		90% (36 hours)	80% (32 hours)	70% (28 hours)	60% (24 hours)	50% (20 hours)
0 - 5	23	0 - 5	20.7	18.4	16.1	13.8	11.5
6	24	6	21.6	19.2	16.8	14.4	12
7	25	7	22.5	20	17.5	15	12.5
8	26	8	23.4	20.8	18.2	15.6	13
9	27	9	24.3	21.6	18.9	16.2	13.5
10	28	10	25.2	22.4	19.6	16.8	14
11	28.5	11	25.7	22.8	20	17.1	14.3
12	29	12	26.1	23.2	20.3	17.4	14.5
13	29.5	13	26.6	23.6	20.7	17.7	14.8
14	30	14	27	24	21	18	15
15	30.5	15	27.5	24.4	21.4	18.3	15.3
16	31	16	27.9	24.8	21.7	18.6	15.5
17	31.5	17	28.4	25.2	22.1	18.9	15.8
18	32	18	28.8	25.6	22.4	19.2	16
19	32.5	19	29.3	26	22.8	19.5	16.3
20+	33	20+	29.7	26.4	23.1	19.8	16.5

Leesburg Fire PTO Accrual Chart (56hr work week)	
Full-Time Employees	
Years of Service	PTO Hours per Year
0-4	265.60
5	273.60
6	281.60
7	289.60
8	297.60
9	313.60
10	320.80
11	328.00
12	335.20
13	342.40
14	349.60
15	356.80
16	364.00
17	371.20
18	378.40
19+	385.60

1. Although PTO time is expressed as days accrued each year of service, PTO will be credited to employees on a prorated basis consistent with this policy as determined appropriate by Human Resources.



2. Newly hired employees will not be able to utilize PTO until they have completed 90 days of service.
3. PTO time is not earned during an unpaid leave of absence or when an employee is placed in a non-pay status.

Maximum Accrual Permitted

1. PTO may be accrued to a maximum of 560 hours (70 days). Employees covered by a CBA may accrue time to a maximum established by their collective bargaining agreement.
2. PTO time will not continue to accrue once an employee has reached the maximum accrual permitted.

Scheduling

1. PTO leave must be requested and approved by the employee's immediate supervisor prior to the start of the leave. Emergency requests for PTO that cannot be made in advance must follow the respective department's policies and procedures.
2. The City reserves the right to approve or deny a request for PTO based upon:
 - a. the staffing and operational needs of the department,
 - b. if the PTO leave request was or was not made in advance,
 - c. and/or if there have been excessive occurrences of unscheduled absences.
3. Employees will not be permitted to use PTO that has not been earned. **Any leave time requested, not already accrued, will be denied by the supervisor or Department Head.**
4. Employees are responsible for monitoring their PTO balance and are encouraged to maintain a sufficient balance to cover emergencies.
5. Requested PTO shall be paid at the employee's regular hourly rate of earnings applicable at the time the PTO is taken, exclusive of shift or overtime payments.
6. Holidays which occur during the period selected by the employee for PTO shall not be charged against PTO.
7. Maintenance of Contact – During PTO for illness an employee must maintain daily contact with his immediate supervisor (or make suitable arrangements) in order for the supervisor to know the employee's estimated date of return to work. PTO for illness is contingent upon maintenance of regular contact.
8. An employee that uses PTO for more than three consecutive days for a medical condition must contact Human Resources in order to apply for a FMLA leave of



absence. The supervisor must also notify Human Resources. Employees are required to exhaust all LTB and PTO time while on FMLA.

9. Physician's Release Upon Return – Depending on the length and circumstances of an employee's illness or disability, the supervisor may require a physician's written release before the employee may return to work. Also, medical documentation may be required if there is an excessive use of PTO for medical reasons.
10. A supervisor may send an employee home due to illness without the ability of the employee to appeal, in order to maintain a healthy work environment. The time off will be charged to the employee's accrued PTO or LTB. If the employee does not have sufficient balance in their PTO or LTB account, this time shall be charged as leave without pay.
11. Employees who are absent for reasons covered under the Workers' Compensation Law will be permitted to use available PTO hours to supplement Workers' Compensation wage loss benefits received when off work due to a work-related injury or illness. Under the Florida Workers' Compensation Law, no compensation shall be allowed for the first seven (7) days, except that if the injury results in a disability of more than 21 days, compensation shall be allowed from the commencement of the disability. If an employee is paid PTO or LTB (if applicable) for all or any part of the first seven (7) days of an absence covered and paid for by Workers' Compensation, the employee shall reimburse the City for the PTO paid and his accrual account will be credited accordingly. The combined payment of wage loss benefit, PTO and/or LTB time, and regular wages may not exceed 100% of the employee's regular base rate of pay. Any pay in excess of 100% of the employee's regular base rate of pay must be returned to the City.
12. For non-exempt employees with an insufficient accrued PTO balance taking unpaid leave, the actual amount of time used may be deducted from the employee's pay at the employee's regular hourly rate. However, for exempt (salaried) employees with insufficient accrued PTO balance taking unpaid leave, deductions from the employee's salary may only be made for absences of one or more full days for which the employee has insufficient accrued PTO balance available.

PTO Sell Back

Those employees who desire to sell PTO leave hours back to the City rather than use them are allowed to do so under the following guidelines:

1. The employee must complete a written request in a form acceptable to Human Resources.



2. A maximum of 160 hours may be sold back to the City in any one fiscal year. Employees covered by a CBA may sell time to a maximum established by their collective bargaining agreement.
3. A minimum of 8 hours must be sold on each occasion.
4. An employee may only sell to the City the same number of hours (or less) of PTO time that the employee has used as paid time off away from work during the 12-month period preceding the request for PTO sell-back. (Exempt employees may also include administrative time they have used towards the number of hours they may sell.) Once paid time off from work has been counted towards a sell back request, the same dates cannot be counted again towards a second sell back request.
5. Employees may exercise this option a maximum of two times a fiscal year (October 1st through September 30th).
6. Payment will be made in a supplemental check on the next regular pay day to the employee or in a contribution to the employee's deferred compensation account, subject to any applicable plan limitations.

PTO/LTB Donation & Exchange Policy

The City has established a plan whereby employees are able to donate some of their PTO/LTB leave to another employee who has none.

The purpose of the PTO/LTB leave exchange policy is to provide time off with pay for employees during periods of personal prolonged medical leave (such as illness, accident, injury, etc.) not otherwise compensated by the City.

All regular full-time and part-time employees are eligible to participate after successfully completing their probationary period of employment (or six (6) months of employment as a Police Officer or Firefighter where the probationary period is greater than six (6) months).

All temporary employees who have held their position for 12 months or longer, and who have been determined in the City's sole discretion to be eligible for the PTO/LTB Donation & Exchange Policy pursuant to Policy 405, are also eligible to participate in the PTO/LTB Donation Exchange Policy in the same manner as regular full-time and part-time employees except as described herein.

The following are the guidelines for the use of this policy:

1. Donated PTO/LTB hours are to be used for medical leave (such as illness, accident, injury, maternity, etc.) only for employees or as necessary to provide care for immediate family (i.e. spouse, children or other dependents living in the same household). Employees using such donated PTO/LTB hours are deemed to be on an extended leave of absence which must be approved, in advance, by the City Manager. Consistent with applicable law, if such employee is out on FMLA or



other leave, there is no guarantee that the employee's position will be held open or remain open indefinitely.

2. Donations shall come from the Long-Term Bank (formerly Sick Leave) until all available time has been exhausted. Additional donations shall then be drawn from accumulated PTO.
3. An employee shall be eligible to request the assistance of donated PTO/LTB leave when:
 - a. All available leave has been exhausted; and,
 - b. The employee has been absent at least 14 calendar days in either paid or unpaid leave status, relating to the same condition.
4. Employees who have been instructed by their doctor to return to work on a limited basis (such as every other day or less than the employee's normal work day) shall be eligible for PTO/LTB donations provided they otherwise qualify pursuant to paragraph 3 above.
5. The primary purpose of the PTO/LTB Exchange program is to attempt to provide the employee in need with what they normally receive for regularly scheduled hours worked. No more, no less.
6. Each request for assistance under the PTO/LTB Exchange Program must be VERIFIED by the Human Resources Department
7. Upon approval, by virtue of the conditions being met, the Human Resources Department will notify all departments of an employee's need for PTO/LTB donations.
8. Any employee wishing to donate PTO/LTB leave will need to complete the necessary form allowing a transfer of PTO/LTB leave from their account to the requesting party's account. Forms are available on the intranet, in each department and in the Human Resources Department.
9. All donations must be in even amounts (whole numbers). (Example: 4, 7, or 9 hours; fractional donations are not acceptable.)
10. If you have authorized the donation of some of your PTO/LTB leave, the hours will not be taken from your account until they are actually used.

Sick Leave/Long Term Sick

All accruals formerly known as sick leave banks or long-term banks have been frozen. Employees with remaining accrual balances must use these hours in the event of need for medical absence leave until exhausted before any other leave is used. Earned sick leave is



used for an absence from work by reason of personal illness (to include doctor and dental appointments only for the time necessary to meet such appointments), accident, pregnancy supported by a doctor's recommendation or serious illness in the immediate family (i.e., spouse, children or other dependents living in the same household). In some situations, sick leave may also qualify as leave under the Family and Medical Leave Act and be so treated accordingly.

Appendix “B-1”

**PAYROLL DEDUCTION AUTHORIZATION FOR UNION DUES OF
PROFESSIONAL FIREFIGHTERS OF LEESBURG
LOCAL 2957, I.A.F.F. AFL-CIO-CLC**

I hereby authorize the City of Leesburg to deduct from wages each month the current normal monthly union dues and to transmit this amount to the Treasurer of the Professional Firefighters of Leesburg, Local 2957; I.A.F.F. AFL-CIO-CLC. I understand that this authorization is voluntary and that I may revoke it at any time by giving the City notice in writing.

Received in Human Resources:

Date

Employee Signature

Date

Print Employee Name

Bi-weekly

Appendix “B-2”

**REVOCATION OF PAYROLL DEDUCTION AUTHORIZATION FOR UNION DUES OF
PROFESSIONAL FIREFIGHTERS OF LEESBURG
LOCAL 2957, I.A.F.F. AFL-CIO-CLC**

I hereby revoke by previous written authorization for the withholding of union dues and hereby instruct the City of Leesburg to stop deducting from my wages each month the current normal monthly dues for the Professional Firefighters of Leesburg, Local 2957, AFL-CIO-CLC.

Received in Human Resources:

Date

Employee Signature

Date

Print Employee Name

Appendix “C-1”

CITY OF LEESBURG FIRE DEPARTMENT GRIEVANCE FORM

STEP ONE

EMPLOYEE NAME	JOB CLASSIFICATION	DATE ALLEGED GRIEVANCE OCCURRED
----------------------	---------------------------	--

STEP ONE: (Within ten (10) working day of occurrence of grievance.)

GRIEVANCE PRESENTED ORALLY OR IN WRITING TO SUPERVISOR:

BY: _____ ON _____
Employee's Signature Date

RECEIVED BY: _____ ON _____
Employee's Signature Date

_____ ON _____
Steward's Signature Date

CONTACT PROVISION ALLEGEDLY VIOLATED: ART. ____ SEC. ____

DESCRIPTION OF GRIEVANCE: _____

REMEDY SOUGHT: _____

SUPERVISOR'S ANSWER IN WRITING (Within ten (10) working days from receipt date above.) GRANTED _____ DENIED _____

REASON: _____

PRESENTED BY: _____ ON _____
Supervisor's Signature Date

RECEIVED BY: _____ ON _____
Employees Signature Date

COPIES TO: Employee
Union Official
Fire Chief
Director of Human Resources

Appendix "C-2"
CITY OF LEESBURG FIRE DEPARTMENT GRIEVANCE FORM
STEP TWO

EMPLOYEE NAME	JOB CLASSIFICATION	DATE ALLEGED GRIEVANCE OCCURRED

STEP TWO: (Within ten (10) working days after receipt of reply in Step One.)

Date of reply to Step One

GRIEVANCE PRESENTED IN WRITING TO THE FIRE CHIEF:

BY: _____ ON _____
Employee's Signature Date

RECEIVED BY: _____ ON _____
Fire Chief's Signature Date

DATE MEETING HELD BY FIRE CHIEF WITH EMPLOYEE: (Within ten (10) working days from date received above.)

Meeting Date

FIRE CHIEF'S ANSWER IN WRITING: (Within ten (10) working days from date received above.) GRANTED ____ DENIED ____

REASON: _____

PRESENTED BY: _____ ON _____
Fire Chief's Signature Date

RECEIVED BY: _____ ON _____
Employee's Signature Date

COPIES TO: Employee
Union Official
Fire Chief
Director of Human Resources

Appendix “C-3”

CITY OF LEESBURG FIRE DEPARTMENT GRIEVANCE FORM

STEP THREE

EMPLOYEE NAME	JOB CLASSIFICATION	DATE ALLEGED GRIEVANCE OCCURRED

STEP THREE: (Within ten (10) working days after receipt of reply in Step Two.)

Date of reply to Step Two

GRIEVANCE PRESENTED IN WRITING TO CITY MANAGER:

BY: _____ ON _____
Employee’s Signature Date

RECEIVED BY: _____ ON _____
City Manager’s Signature Date

DATE MEETING HELD BY CITY MANAGER WITH EMPLOYEE (Within ten (10) working days from date received above.)

Meeting Date

CITY MANAGER’S ANSWER IN WRITING (Within ten (10) working days meeting.)
GRANTED _____ DENIED _____

REASON: _____

PRESENTED BY: _____ ON _____
City Manager’s Signature Date

RECEIVED BY: _____ ON _____
Employee’s Signature Date

COPIES TO: Employee
Union Official
Fire Chief
Director of Human Resources

Appendix “D”
540
INTERNET USAGE

The City of Leesburg’s Internet access is intended to further the business purposes of the City of Leesburg. Except as prohibited elsewhere in this policy, incidental (occasional) personal use of the Internet is permissible.

All information created, sent, or received via the City’s computers, networks, internet access, and/or email system is the property of the City. The City reserves the right to monitor, filter, and/or review, at any time, all internet utilization.

The City further reserves the right to reveal any internet access related information to any party that it deems appropriate. The use of encryption, the labeling of a communication as private, the deletion of a communication, or any other such process or action, shall not diminish the City’s rights in any manner. The City will also disclose internet access information to any party that it may be required to by law or regulation. This may include law enforcement search warrants and discovery requests in civil litigation. All internet access information is part of Public Record, as defined by Florida Public Record law.

Due to the potential for security breaches, employees will not download software from the internet unless prior written approval has been obtained from their Department Head and the Director of IT. For the purposes of this policy, the word software is defined as any executable program, screen saver, animated cursor or background image.

The use of any instant messaging or social networking service is not allowed, unless specifically authorized by the City Manager. Employees will not enter any internet chat rooms or chat channels. Employees will not post any comments or statements on any web page or send any messages to internet newsgroups without written permission from the City Manager.

Employees are responsible for ensuring that their use of the City’s internet access is consistent with City policy and appropriate business practices. Internet sites containing jokes, pornography, sexist material, racist material, defamatory material, obscene material, pirated software, games or any other inappropriate material shall not be accessed. The internet access system shall not be used for any purposes in violation of law or regulation.

Employees should be mindful that internet sites they visit collect information about visitors. This information will link the user to the City of Leesburg. Employees will not visit any site that might in any way cause damage to the City of Leesburg’s image or reputation.

Employees should be aware that much of the material available on the internet is copyrighted or trademarked. Other than viewing publicly available material, users will not use any material found on the internet in any manner without first establishing that use would not be in violation of a copyright or trademark.

IT staff will never ask for an employee's password. Employees will not reveal their passwords to anyone. Violations of this policy should be reported immediately to the Director of IT. Excluding members of IT, no employee will utilize or access internet accounts belonging to any other user.



Appendix "E"

Tobacco Affidavit

I _____ do hereby affirm that I have not been a user of tobacco, tobacco-like products; including smoked and smoke-less tobacco, other smokable products, and electronic cigarettes for at least one (1) year immediately preceding my application for certification as a firefighter, in accordance with Section 633.34(6) Florida Statutes.

All employees hired after October 1, 2017 shall comply with Florida Statute 633.046(6) regarding tobacco products and during their term of employment shall remain tobacco free.

Under the penalties of perjury, I declare I have read foregoing affidavit and that the facts stated in it are true.

Date and signed this _____ day of _____ year _____.

Print Name

Signature

Date

Affidavit

State of: _____

County of: _____

Before me personally appeared the said _____ who says that he/she executed the above instrument of his/her own free will and accord, with full knowledge of the purpose therefore.

Sworn and subscribed in my presence this _____ day of _____
year _____.

My commission expires: _____

Signature Notary Public: _____

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.C.6.

Meeting Date: June 12, 2023

From: Al Minner, (City Manager)

Subject: Resolution of the City Commission of the City of Leesburg, Florida authorizing approval of the Revised Pay Scale for the General Employees, payable effective July 1, 2023; Authorizing the City Manager to enter into Memoradums of Understanding to implement agreed wages to the PBA and IAFF effective July 1, 2023; and providing an effective date.

Staff Recommendation:

Approve resolution adopting the attached revised pay scale and it shall become effective July 1, 2023.

Analysis:

After conducting a salary survey, it has been determined the pay classifications throughout the City organization need to be adjusted to stay competitive with both public and private wage trends.

Staff identified that police, fire and general employee pay should be increased. Police and Fire wages have been established by the collective bargaining agreements. General employee wages are promulgated by the attached pay scale. This proposed wage increase is as follows:

1. Modify All Pay Grades from 112 – 142
2. Pay Grade 112 shall start at \$15/Hour
3. All other pay grades - base pay shall increase in 4% steps through pay grade 142
4. All employee wages shall based on bottom of their respective pay grade with Longevity Bonus of 1% of wage per every year of service in their current position; or;
5. 5% COLA, whichever is greater.

Further, the aforementioned general wages, police and fire wages shall be applicable starting July 1, 2023, and wages will be reconsidered again for fiscal year 25, which begins October 1, 2024.

Procurement Analysis:

Provided in the City Manager presentation - Item 6.C.2

Options:

1. Adopt Resolution as presented; or

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

Fiscal Impact:

Provided in the City Manager presentation - Item 6.C.2

PBA - \$450,000

IAFF - \$110,000

General Employees - \$740,000

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA AUTHORIZING APPROVAL OF THE REVISED PAY SCALE FOR THE GENERAL EMPLOYEES, PAYABLE EFFECTIVE JULY 1, 2023; AUTHORIZING THE CITY MANAGER TO ENTER INTO MEMORADUMS OF UNDERSTANDING TO IMPLEMENT AGREED WAGES TO THE PBA AND IAFF EFFECTIVE JULY 1, 2023; AND PROVIDING AN EFFECTIVE DATE.

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

THAT the City Commission hereby adopts and approves the Revised Pay Scale for the City of Leesburg's General Employees.

THAT the City Commission authorizes the City manager to enter into memorandums of understanding with the PBA and IAFF, implementing agreed upon wages to become effective July 1, 2023.

THAT the City Commission will not consider wage modification again until Fiscal Year 2025 which begins October 1, 2025.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 12th day of June 2023.

Mayor

ATTEST:

City Clerk

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.C.7.

Meeting Date: June 12, 2023

From: Al Minner, (City Manager)

Subject: Resolution of the City Commission of the City of Leesburg, Florida authorizing Approval of a Commissary Kitchen for Leesburg Resource Center; and providing an effective date.

Staff Recommendation:

Approve resolution establishing a commissary kitchen in the Leesburg Resource Center.

Analysis:

The attached program description establishes a new commissary kitchen program. Said program will allow residents to use the commercial kitchen on a fee basis. Such use may be for business purposes, culinary education or private gatherings. The program requires an annual deposit of \$1,000 and a \$50/hourly use fee as described herein.

Any revenue derived from the above operation costs plus \$25,000, may need to be remitted to Lake County as the facility was constructed with CDBG funds. Housing Department staff shall manage the program.

Procurement Analysis:

N/A

Options:

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

Fiscal Impact:

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA AUTHORIZING APPROVAL OF A COMMISSARY KITCHEN FOR
LEESBURG RESOURCE CENTER; AND PROVIDING AN EFFECTIVE
DATE.**

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

THAT the City Commission hereby authorizes the Approval of a Commissary Kitchen for
Leesburg Resource Center.

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 12th day of June 2023.

Mayor

ATTEST:

City Clerk



INFORMATION PACKET COMMERCIAL-COMMISSARY KITCHEN LEESBURG RESOURCE CENTER

THE CITY OF LEESBURG IS SEEKING LICENSED AND EXPERIENCED FOOD SERVICE VENDORS WHO ARE INTERESTED IN MEMBERSHIP TO THE COMMERCIAL-COMMISSARY KITCHEN WITHIN THE LEESBURG RESOURCE CENTER

(The number of memberships may be limited depending upon the level of interest. Priority will be given to vendors who are certified culinary instructors and who incorporate a teaching component.)

I. LEESBURG RESOURCE CENTER

The Leesburg Resource Center is located in the City of Leesburg at 1041 CR 468, Leesburg, FL 34748. The Leesburg Resource Center is an 8900 square foot, multi-purpose facility that includes meeting rooms, computer-training space, resource offices, a central meeting hall, and a commercial kitchen. The Leesburg Resource Center has been in operation since the spring of 2018.

II. FACILITY SPECIFICATIONS

The designated site for the proposed service facility is a portion of the Resource Center. The facility usage will consist of non-exclusive use of the commercial kitchen, and non-exclusive use of specified refrigerator/freezer located in the community kitchen (Additional storage/staging space is limited). See photos in Exhibit "A"

Adjacent public restrooms are shared by all users of the building with janitorial service provided by the city. The vendor shall also have non-exclusive use in common with the Licensor/Owner, other tenants, their guests and the public at large of the public parking spaces available to serve the Leesburg Resource Center.

III. GUIDELINES/REQUIREMENTS/OVERVIEW

The commercial kitchen at the Leesburg Resource Center provides kitchen space for local food entrepreneurs to explore new food business ideas with minimum capital investment.

- **INSURANCE**: All commissary vendors must provide proof of a \$1 million liability insurance to be kept on file. Vendor must add the City of Leesburg as an additional insured.
- **CERTIFICATION AND INSPECTIONS**: The commercial kitchen must be inspected and compliant with the Department of Business and Professional Regulation. Vendors are expected to familiarize themselves with the rules and regulations associated with this agency. Non-compliance with these rules will result in a termination of the rental agreement. No refunds will be given in the event that a contract is terminated due to non-compliance. It is the vendor's responsibility to check with the appropriate agency to make sure that your operation is compliant.
- **FOOD SAFETY**: Safety of the product and vendor is the top priority of the commercial commissary kitchen. Anyone wishing to use the kitchen must have completed basic ServSafe training and provide certificate of completion to be kept on file. Find at servsafe.com/home. If at any time management believes the vendor is being unsafe, they may be asked to leave forfeiting all pre-paid fees.
- **OTHER BASIC SAFETY RULES**:
 - No children under the age of 16 or untrained individuals are allowed in the kitchen while preparation is taking place. No one under the age of 18 may use equipment.
 - Vendors must wear proper clothing. Sandals, shorts, tank tops, and jewelry that could fall into your product are not permitted.
 - Hair must be worn back.
 - Fingernails should be short and clean – No fake nails or nail polish allowed unless you wear gloves.
 - All cuts should be bandaged with waterproof protectors, and watertight disposable gloves shall be worn.
 - Vendors who are sick or have infected cuts, lesions, boils or open sores will not be permitted to use the kitchen until they have been treated.
- **EQUIPMENT/TOOLS**: The kitchen includes basic commercial kitchen equipment and major appliances necessary for a viable operation. The city will not provide foodservice equipment such as utensils, cookware, cutlery, serving utensils, hand tools, pots, pans, and

trays. Dining wares such as plates, bowls, cups, glasses, napkins, table drapes or linens will not be provided by the city.

- **ORIENTATION:** All vendors are required to attend a kitchen orientation which includes a tour before their first use of the facilities.
- **CLEANING:** Vendors will be required to leave the kitchen in the condition in which it was found upon rental. After using the space, vendors are expected to change trash in the kitchen and bring to receptacles in the parking lot. If receptacles are full, leave trash bags by the back door. Failure to properly clean up after use will result in a fee of \$50 per hour spent in extra cleaning.
- **DAMAGE DEPOSIT:** The vendor is to provide the city with a \$1,000 deposit to establish a fund for delinquent or unpaid user fees or for payment of damage caused to the venue by the vendor. Should the city draw funds from the deposit, the vendor is required to replenish the deposit amount within 10 days. Failure by the vendor to maintain the specified deposit amount may result in their ability to use the facility to be suspended or terminated. Should an agreement be terminated, any deposit balance will be released back to the vendor by the issuance of a city check.

IV. APPLICATION PROCESS

Interested parties shall submit the application shown in the attached “Exhibit B”.

Inquiries may be addressed to Sandra Wilson, Director, Housing & Redevelopment at (352)728-9765 or by email to Sandra.Wilson@LeesburgFlorida.gov.

Inspection of the Premises arranged by contacting Diane Clinton, Housing & Redevelopment Manager., at (352)728-9765, or by email at Diane.Clinton@LeesburgFlorida.gov.

V. MEMBERSHIP FEE STRUCTURE

In addition to the damage deposit of \$1,000, vendor shall pay a \$500 per year membership fee, plus \$15 per hour usage fee, to be paid in advance upon reserving the facility.

EXHIBIT 'A' Kitchen Photos

Commercial-Commissary Kitchen













LEESBURG RESOURCE CENTER
COMMISSARY KITCHEN
RULES & RENTAL AGREEMENT

Name(s): _____

Business Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Contact Number: _____ Email Address: _____

Website: _____

Please list products you will be producing:

TERMS OF AGREEMENT

Section 1: Licensing/Insurance

List & Attach copies of the following documents:

☐ \$1 Million product liability insurance with the City of Leesburg listed as additional insured.

☐ ServSafe certificate of completion

Section 2: Start and End Date

Commissary start date: _____ (Expires one year from start date)

Section 3: Agreement

I agree to comply with all City of Leesburg regulations and requirements. I affirm that all information in this application is complete and accurate.

Signature: _____ Date: _____



LEESBURG RESOURCE CENTER
COMMISSARY KITCHEN
RULES & RENTAL AGREEMENT

The information below is an overview of the rules and rates for the Leesburg Resource Center Commissary Kitchen. All rules, procedures, and rates are made at the discretion of management and are subject to change. For questions, contact Diane Clinton at Diane.Clinton@LeesburgFlorida.gov.

KITCHEN OVERVIEW

The commercial kitchen at the Leesburg Resource Center provides kitchen space for local food entrepreneurs to explore new food business ideas with minimum capital investment.

INSURANCE: All commissary vendors must provide proof of a \$1 million liability insurance to be kept on file. Vendor must add the City of Leesburg as an additional insured.

CERTIFICATION AND INSPECTIONS: The commercial kitchen must be inspected and compliant with the Department of Business and Professional Regulation. Vendors are expected to familiarize themselves with the rules and regulations associated with this agency. Non-compliance with these rules will result in a termination of the rental agreement. No refunds will be given in the event that a contract is terminated due to non-compliance. It is the vendor's responsibility to check with the appropriate agency to make sure that your operation is compliant.

FOOD SAFETY: Safety of the product and vendor is the top priority of the commercial commissary kitchen. Anyone wishing to use the kitchen must have completed basic ServSafe training and provide certificate of completion to be kept on file. Find at servsafe.com/home. If at any time management believes the vendor is being unsafe, they may be asked to leave forfeiting all pre-paid fees.

OTHER BASIC SAFETY RULES:

- No children under the age of 16 or untrained individuals are allowed in the kitchen while preparation is taking place. No one under the age of 18 may use equipment.
- Vendors must wear proper clothing. Sandals, shorts, tank tops, and jewelry that could fall into your product are not permitted.
- Hair must be worn back.
- Fingernails should be short and clean – No fake nails or nail polish allowed unless you wear gloves.
- All cuts should be bandaged with waterproof protectors, and watertight disposable gloves shall be worn.
- Vendors who are sick or have infected cuts, lesions, boils or open sores will not be permitted to use the kitchen until they have been treated.

- **EQUIPMENT/TOOLS:** The kitchen includes basic commercial kitchen equipment and major appliances necessary for a viable operation. The city will not provide foodservice equipment such as utensils, cookware, cutlery, serving utensils, hand tools, pots, pans, and trays. Dining wares such as plates, bowls, cups, glasses, napkins, table drapes or linens will not be provided by the city.
- **ORIENTATION:** All vendors are required to attend a kitchen orientation which includes a tour before their first use of the facilities.
- **CLEANING:** Vendors will be required to leave the kitchen in the condition in which it was found upon rental. After using the space, vendors are expected to change trash in the kitchen and bring to receptacles in the parking lot. If receptacles are full, leave trash bags by the back door. Failure to properly clean up after use will result in a fee of \$50 per hour spent in extra cleaning.
- **DAMAGE DEPOSIT:** The vendor is to provide the city with a \$1,000 deposit to establish a fund for delinquent or unpaid user fees or for payment of damage caused to the venue by the vendor. Should the city draw funds from the deposit, the vendor is required to replenish the deposit amount within 10 days. Failure by the vendor to maintain the specified deposit amount may result in their ability to use the facility to be suspended or terminated. Should an agreement be terminated, any deposit balance will be released back to the vendor by the issuance of a city check.
- **MEMBERSHIP FEE STRUCTURE**
In addition to the damage deposit of \$1,000, vendor shall pay a \$500 per year membership fee, plus \$15 per hour usage fee, to be paid in advance upon reserving the facility.

I agree to comply with all City of Leesburg regulations and requirements. I affirm that all information in this application is complete and accurate.

Signature: _____

Date: _____

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.C.8.

Meeting Date: June 12, 2023

From: Al Minner, (City Manager)

Subject: Resolution of the City Commission of the City of Leesburg, Florida amending the Home Improvement Grant Program; and providing an effective date.

Staff Recommendation:

Approve resolution adopting modifications to the Home Improvement Grant program.

Analysis:

Several years ago, the City of Leesburg adopted a Home Improvement Grant program whereby residents could receive grant funds to repair certain items on their owner-occupied residence. The program has not been widely used as it has been determined that the grant amount is not large enough to encourage redevelopment. In an effort to boost program participation, the Grant has been amended by not requiring a grant match, increasing the total grant paid by the City to \$25,000, and requiring a lien be placed on the home for 3 years. The program also added a few eligible items such as landscaping, tree trimming, and smoke and carbon monoxide detectors.

The purpose of the program is to remove blight and increase housing values throughout the City of Leesburg.

Procurement Analysis:

N/A

Options:

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

Fiscal Impact:

This item will increase cost of the grant program, and budget allocations to commence the new program will be required for FY 24.

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA AMENDING THE HOME IMPROVEMENT GRANT PROGRAM;
AND PROVIDING AN EFFECTIVE DATE.**

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

THAT the City Commission hereby approves amending the Home Improvement Grant Program as presented.

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 12th day of June 2023.

Mayor

ATTEST:

City Clerk



City of Leesburg, Florida

Home Improvement Grant Program

Information & Application

This program provides a grant of up to \$25,000 for the following:

ELIGIBLE IMPROVEMENTS:

- **Total Electrical Rewiring Upgrade**
- **Central Heating and Air Conversion**
- **Roof Replacement**
- **Replacement Windows**
- **Storm Shutters**
- **Sanitary Sewer Connections**
- **Required Building Code Repairs and Upgrades**
- **Mold Remediation**
- **Exterior Paint and/or Stucco**
- **Landscaping**
- **Security Lights Installation**

CITY OF LEESBURG HOME IMPROVEMENT GRANT PROGRAM

Dear Applicant:

The City of Leesburg will accept completed applications for its Home Improvement Grant Program from October 1st to November 15th. Of each fiscal year and award grants as funding is available.

PURPOSE

The City of Leesburg's Home Improvement Grant Program offers grants to the single family residential homes including façade, safety, and code violations. Participation in the grant program is based on a first come first serve basis and is limited to program funding determined by the City Commission. Preference will be given to household income and location of the house within the City of Leesburg and its Carver Heights and Downtown Community Redevelopment Districts.

TO BE CONSIDERED FOR THE PROGRAM, EACH OF THE FOLLOWING REQUIREMENTS MUST BE MET:

1. The applicant must: a) be the simple fee owner of the single family dwelling to be improved, b) reside in the house, c) be current on real estate taxes, d) return a complete application package during the aforementioned period.
2. The house to be improved must: a) be located within the city of Leesburg and not in a floodplain, b) have no outstanding city tax liens
3. The household income consideration should applicants income be at or below certain limits* which are established by HUD. [**See enclosed document entitled "Home Improvement Program Overview" for qualifying income limits.*]
4. Single family house location – should the applicant's house be located in either the Downtown or Carver Heights Redevelopment Districts, their application will be given funding priority. Further, if a number of applicants are located in the same geographic area or neighborhood, additional consideration will be given to centralize improvement investments [*See enclosed map of the Redevelopment District.*]

CITY OF LEESBURG HOME IMPROVEMENT GRANT PROGRAM

CITY OF LEESBURG HOME IMPROVEMENT GRANT PROGRAM OVERVIEW

The City of Leesburg Home Improvement Grant Program is available to residents to make repairs to owner-occupied property. This grant program is competitive, with the City Commission deciding on award amounts to a maximum of twenty-five thousand dollars (\$25,000.00). Grant monies are distributed upon completion of approved work (please see page 6).

A. Eligibility – General

In order to be considered for the Home Improvement Grant Program, the following criteria must be met:

The applicant must:

1. Be the fee simple owner of the single family dwelling to be improved, and live in the home.
2. Be a first-time participant in the program, or be a previous participant who has met the five-year forgiveness time-frame.
3. Be current on real estate taxes.
4. Be located within the City of Leesburg and not in a floodplain.
5. Have no outstanding city tax liens.
6. The household income: To qualify as low income or moderate income, the total gross income of all members of the household over the age of 18 must not exceed these limits, which are established by HUD: Household Size

One-Person	\$43,050
Two Persons	\$49,200
Three Persons	\$55,350
Four Persons	\$61,450
Five Persons	\$66,400
Six Persons	\$71,300
Seven Persons	\$76,200
Eight Persons	\$81,150

**Priority will first be given to applications from low-income households on a “first come, first served” basis. After applications from low income households are considered, applications from other households will be prioritized on a “first come, first served” basis. Priority will also be given to the single family residents in one of Leesburg’s redevelopment districts and further priority to neighborhood clusters*

B. Eligible Repairs

- Repair or replacement of exterior electrical systems & components, including installation of new service.
- Repair or replacement of structurally defective concrete and wood porches, porch overhangs, steps and rails.
- Repair or replacement to roofs that are aged, damaged or leaking, including gutters, downspouts and splash basins.

CITY OF LEESBURG HOME IMPROVEMENT GRANT PROGRAM

Eligible Repairs - Continued

- Replacement of windows.
- Masonry and concrete flatwork including tuck-pointing, chimney repair, retaining walls, sidewalks, driveways, and foundation repair, etc.
- Repair of exterior walls in order that the structure may be kept watertight, free from chronic dampness, weather-tight, includes siding, aluminum trip wrap, and mold remediation, etc.
- Exterior painting of all surfaces where needed as pertaining to repairs and code violations.
- Exterior doors, storm doors, patio doors, garage doors and openers, etc.
- Repairs of existing fences and the installation of new fences and gates.
- Modifications, which improve the accessibility of the structure for homeowners or their children with disabilities, such as exterior handicap ramps.
- Landscaping and tree trimming
- Security Lighting
- Sanitary Sewer Service repair and/or connection
- Carbon Monoxide and Fire Detectors

C. Ineligible Repairs

- New construction, such as the building of a room addition, basement/bedroom construction or related conversion, storage sheds, converting carports into garages, etc.
- Repair, replacement, or the installation of appliances.
- Certain municipal violations such as grass cutting, trash removal, cleaning, derelict vehicle towing, etc.
- Security alarm systems, security bars on windows, doors, etc.
- Interior upgrades

D. Application Process

- Applications are available at:
 - The Municipal Services Center, 204 North 5th Street.
 - The Leesburg resource Center 1041 CR 468

Please note: Priority will first be given to applications from low-income households [24 CFR 570.208(a)] on a “first come, first served” basis. After applications from low-income households are considered, applications from other households will be prioritized.

E. Notification of Application Status

All applicants who submit a complete application package by the deadline date will receive a letter notifying them of either their acceptance or denial into the program. These letters will be mailed within 4-6 weeks after receipt of the complete application package. **Please note: Funds cannot be committed to any project until the Environmental Review is satisfied (see Sec. F and G).**

CITY OF LEESBURG HOME IMPROVEMENT GRANT PROGRAM

F. Initial Meeting and Inspection – Minimum Housing Code

After acceptance into the program, the Homeowner will review and sign the “Homeowner’s Agreement”, “Promissory Note” and “Subordination Policy”.

Housing code violations *are* eligible repairs under this program, and must be corrected before work that is not required for code compliance.

G. Licensed Contractors

The homeowner may endeavor to make improvements as the homeowner. However, if a contractor is required, licensed contractors must be retained.

The homeowner must ensure that:

1. Work is complete within 6 months of the initial inspection date, or pay a penalty if the deadline is not met with good cause.
2. Accept payment from the City after the City inspection.

Failure to meet the timeframes under this section (Section G) may result in the homeowner being suspended from the program or not receiving grant reimbursement.

H. Final Inspection – Minimum Housing Code

Two weeks before the work is expected to be completed, the homeowner shall contact the City of Leesburg to schedule a final inspection and request a check. A City Building Inspector must approve all work before final payment will be made.

I. Grant Reimbursement

A check will be issued to the grant applicant when all approved repairs are completed, and the home passes final inspection.

J. Lien Requirement

Applicant(s) must agree to enter into a lien agreement with the City of Leesburg.

Lien will be forgiven three (3) years from the date the lien agreement is recorded in the public records provided that:

1. Improvements are not altered, modified, removed, or demolished
2. The home continues to be owner occupied

Special consideration may be given to forgive the lien requirement upon written consent from the City of Leesburg.

End of Section

CITY OF LEESBURG HOME IMPROVEMENT GRANT PROGRAM



Home Improvement Grant Application

DATE _____

Applicant Name _____

SS# _____

Co-Applicant Name _____

SS# _____

Address _____

Home Phone# _____

Work Phone # _____

Cell Phone # _____

E-Mail Address _____

Please check one of the race categories that best describes your household (optional)

☐ American

American

☐ Indian/Alaska Native

☐ Hispanic/Latino

☐ Asian

☐ White/Caucasian

☐ Black/African

☐ Other _____

Additional Household Information (optional, check all that apply)

☐ Single Parent

☐ Single / Non-Elderly

☐ Two-Parent

☐ Elderly (62+ years)

☐ Female Head of Household

☐ Person(s) with a Disability

CITY OF LEESBURG HOME IMPROVEMENT GRANT PROGRAM

Household Size - Complete the following information for **all** persons living in the home. Use separate sheet if necessary.

Name	M	Ag	Relationship	Social Security #

Household Income Information - List income and source of income for all persons age 18 or older residing in your home, or proof of full time student status.

Name	Ag	Gross Monthly	Income Source

Size of Home: My house has _____bedrooms and _____bathrooms

Proposed Improvements - Check the item boxes that need improvement. The CHCRA reserves final right to approve or disapprove qualifying repairs and replacements.

- ☐ Total Electrical Rewiring Upgrade
- ☐ Central Heating and Air Conversion
- ☐ Roof Replacement
- ☐ Replacement Windows
- ☐ Storm Shutters
- ☐ Sanitary Sewer Connections
- ☐ Required Building Code Repairs and Upgrades

CITY OF LEESBURG HOME IMPROVEMENT GRANT PROGRAM

- ☐ Mold Remediation
- ☐ Exterior Paint and/or Stucco

- ☐ Landscaping
- ☐ Security Lighting
- ☐ Or other approved repairs per the grant agreement;

Previous Participation - Please note, homeowners who have previously participated in the City of Leesburg Home Improvement Grant program within the last ten (10) years are not eligible to apply unless an emergency exists that creates a health or safety problem (*see guidelines for details*).

Have you ever participated in the City of Leesburg Home Improvement Grant Program? ☐ Yes ☐ No

Have you ever participated in LAKE County's Housing Rehabilitation Program? ☐ Yes ☐ No

Photograph Release Statement- The CHCRA has my permission to use photographs of me and/or my home in presentations and publications in conjunction with the CHCRA Home Repair Program. **Initials:** _____

Applicant's Declaration: I/We declare under penalty of perjury, that the above statements are true and correct. I/We consent to the physical inspection(s) of the premises to process this application. I/We understand that the enrollment and qualification process may impose additional conditions and limitations on my property. The CHCRA reserves the right to change programmatic priorities without notification. I/We agree to provide additional descriptive, financial, and/or other information upon request by the City. I/We understand that the grants are available in limited quantities and selection is based on the criteria listed on the CHCRA Home Repair Program guidelines. I/We have received, reviewed and understand the program rules, limitations, and the homeowner obligations listed in the program guidelines.

Applicant's Signature

Date

Co-Applicant's Signature

Date

CITY OF LEESBURG HOME IMPROVEMENT GRANT PROGRAM

FOR OFFICE USE ONLY: Date Application Received _____ Application Reviewed By _____ Income Level: VL____L____

Number of persons in HH _____ HH Monthly Income \$ _____ HH Annual Income \$ _____ Is income within HRP guidelines? Yes ____ No ____

Eligible _____ Date Notified: _____ Volunteer hours completed? Yes ____ No ____ Wait Listed _____ date: _____

Ineligible _____ (reason: _____)

CITY OF LEESBURG HOME IMPROVEMENT GRANT PROGRAM

Home Repair Program Application Checklist

Before submitting the application, please ensure that you have completed and provided the following:

- ☐ Copy of photo identification for both the applicant and co-applicant (*drivers' license, state ID, or passport*)
- ☐ Copy of the last two (2) year's tax returns for every working member of the household over the age of 18. (*Last three (3) years' returns required if self-employed*)
- ☐ Provide the last three (3) paystubs for each working member of the household over the age of 18.
- ☐ Copy of verification of any other sources of earned and/or unearned income for all members of the household (*social security award letter, unemployment form, pensions, etc.*)
- ☐ Copy of the last three (3) complete bank statements for all members of the household (*checking, savings, 401K, CDs, money market accounts, etc.*)
- ☐ Copy of current mortgage statement
- ☐ Proof of home ownership (*warranty deed, quit-claim deed, etc.*)
- ☐ Proof of homeowner's insurance (*declaration page*)
- ☐ Signed employment verification form or unemployment affidavit (*if applicable*)
- ☐ Signed current income statement form
- ☐ Signed and notarized Home Repair Affidavit

PLEASE SUBMIT COMPLETED APPLICATIONS TO ONE OF THE ADDRESSES BELOW:

City of Leesburg		City of Leesburg
c/o Sandra Wilson, Housing Director	-OR-	c/o Dan Miller, Planning & Zoning Director
1041 CR 468		204 North 5th Street
Leesburg, Florida 34748		Leesburg, Florida 34748

**SUBMISSION OF APPLICATION DOES NOT
GUARANTEE APPROVAL/FUNDING**



EMPLOYMENT VERIFICATION

Homeowner: _____

Address: _____ Leesburg, FL 34748

Dear Sir/Madam,

The above mentioned homeowner has applied for funds for the purpose of rehabilitating their property. In order to be eligible for the program, the Carver Heights Community Redevelopment Agency needs to confirm the applicant's income. Please complete the following information:

A. Company's name: _

B. Position held: _

C. Dates of employment: _

D. Rate of pay: Annual \$ _____ Hourly \$ _

E. Hours worked per week: _

F. Additional compensation, overtime: _____

G. Probability of continued employment: _____

H. Other remarks: _____

**Please complete and
return to Carver Heights
CRA**

**Leesburg Resource Center
1041 CR 468
Leesburg, Florida 34748**

Signature of Employer

Date

I, _____, hereby authorize release of the above
requested information:

Signature of Applicant

Date



AFFIDAVIT

Applicant & Co-Applicant Name: _____

Address: _____ Leesburg, FL 34748

I/We do hereby request the Community Redevelopment Agency Home Repair Program to process the application for Home Repair improvements to above property.

I/We further authorize the Community Redevelopment Agency Home Repair Program to make inquiries and verification of all assets, income, employment, mortgage, credit reports, title search and any other information necessary to determine the eligibility of the applicant.

I/We will hold harmless the Community Redevelopment Agency Home Repair Program with respect to all claims and damages caused by inquiries necessary to determine the eligibility of the applicant(s).

It is further understood that the applicant(s) shall not incur or be obligated for any cost of this introductory application.

I/We certify that I am/we are the owner(s) of the above property and have disclosed all assets and income as a requisite to determine ability to finance repairs and improvements.

I/We further certify that I/we are unable to secure necessary funds from other sources upon comparable terms and conditions.

I/We understand that I/we need to make all reasonable efforts to allow access to the property so work can be completed in a timely manner. In the event we cannot provide access, the Community Redevelopment Agency has the ability to cancel the application and revoke allocated funds.

I/We understand that it is my/our responsibility to move/rearrange furniture in order to provide complete access and it is my/our responsibility to clean up after the rehabilitation has been completed.

It is further understood that submittal of my application does not guarantee acceptance into the program.

Signature of Applicant

Signature of Co-Applicant

Date

Witness

Date



UNEMPLOYMENT AFFIDAVIT

Before me this _____ day of _____, 20_____, personally appeared
_____ who, being duly sworn, deposes and says:

1. I have made application for Home Repair Program from the Community Redevelopment Agency of the City of Leesburg.
2. Check (a) or (b) as applicable:

_____ (a) I am not presently employed but anticipate becoming employed within the next twelve (12) months.

_____ (b) I am not presently employed and do not anticipate becoming employed within the next twelve (12) months.
3. Based on my past work experience, skills, and income history as reflected in my income tax return for the most recent tax year (copy attached) and with adjustments to reflect circumstances anticipated within the next twelve (12) months, I expect to earn \$_ per year when I become employed.

Signature

Print Name

STATE OF FLORIDA COUNTY
OF LAKE

Before me personally appeared _____ who
acknowledged to me that he/she/they executed the foregoing instrument this _____ day of _____, 20_____.

(NOTARIAL SEAL)

Notary Signature
State of Florida at Large Print
Name:
My Commission Expires:



CURRENT HOUSEHOLD INCOME **STATEMENT**

Name: _____

Address: _____ Leesburg, FL 34748

Social Security Number: _____

Following is my statement of income for the current calendar year, 20 :

	Actual YTD	Additional
Wages, salaries, tips, etc.	_____	_____
Interest Income	_____	_____
Dividends	_____	_____
Alimony Received	_____	_____
Business Income	_____	_____
Capital Gain	_____	_____
Pensions and Annuities	_____	_____
Rental real estate, royalties, partnerships, trusts, etc.	_____	_____
Unemployment Compensation	_____	_____
Social Security benefits	_____	_____
Child Support	_____	_____
Other Income	_____	_____
TOTAL ESTIMATED INCOME:	_____	-

I declare that to the best of my knowledge and belief, the information is true, correct, and complete. Incomplete or misinformation may lead to exclusion from the Repair program and repayment to the CRA of any and all money expended. I agree to submit a copy of this year's completed tax return as a verification of the above information.

Applicant Signature

Date

Applicant Name Printed

*Each adult resident of the household must submit a separate income statement. An adult resident is defined as any individual 18 years or older living at the applicant's address.



Mortgage Verification

Homeowner: _____

Address: _____ Leesburg, FL 34748

Dear Sir/Madam,

The above mentioned homeowner has applied for public funds for the purpose of rehabilitating their property. In order to be eligible for the program, the Community Redevelopment Agency needs to confirm the applicant's mortgage. Please complete the following information:

It is important that this form be returned to us as soon as possible in order to provide services to this homeowner.

A. Name of Mortgage Company: _

C. Type of mortgage: ☐ Conv. ☐ FHA. ☐ VA.

D. Dates of mortgage: _ Present balance: \$ _____

E. Are payments current: ☐ Yes ☐
No

F. Satisfactory account: ☐ Yes ☐
No

G. Monthly payments: \$ _____ Principal
payments: \$ _____ Real estate
taxes: \$ _____ Fire insurance: \$ _____

**Please complete and return to our
office at**

**Carver Heights CRA
Leesburg Resource Center
1041 CR 468
Leesburg, Florida 34748**

Thank you for completing and returning this letter. This information will be treated confidentially.

Signature of Representative

Date

I, _____, hereby authorize release of the above
requested information.

Signature of Applicant

Date



Code Enforcement Violation/Lien Affidavit

Applicant & Co-Applicant Name: _____

Address: _____ Leesburg, FL 34748

I/We do hereby acknowledge that our property has been cited for code violations, which have not been resolved.

I/We further acknowledge that our property has a lien/liens on the property due to the existing code violations.

I/We are requesting this grant to allow us to make the needed repairs to cure the code violations since, we cannot afford the total cost of the repairs on our own.

I/We are requesting that the City forgive the code violation liens once the repairs are completed or when the obligations of this grant agreement are met in full.

To be completed by staff:

1. Number of current liens on the property: _____
2. Total value of all code liens on the property: _____
3. Type of code violations: _____
4. Date of oldest outstanding code lien: _____

I declare that to the best of my knowledge and belief, the information is true, correct, and complete. Incomplete or misinformation may lead to exclusion from the Repair program and repayment to the CRA of any and all money expended. I agree to submit a copy of this year's completed tax return as a verification of the above information.

Applicant Signature

Date

Applicant Name Printed

Applicant Signature

Date

Applicant Name Printed



COMMUNITY RESOURCE LIST

1. City of Leesburg Housing Department
Contact: (352) 728-9765
2. Lake County Housing Department
Contact: (352) 742-6540
3. Habitat For Humanity
Contact: (352) 483-0434
4. Homes in Partnership
Contact: (407) 886-2451
5. Lake Community Action Agency
Contact: (352) 357-5550

For further information about any of the resources, please contact Sandra Wilson, Leesburg Housing Director, at 352-728-9765.