

**AGENDA
CITY COMMISSION MEETING
CITY HALL, 501 W MEADOW STREET
MONDAY, SEPTEMBER 11, 2023 5:30 PM**

1. CALL TO ORDER

INVOCATION

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

2. PROCLAMATIONS:

A. None

3. PRESENTATIONS:

A. None

4. PUBLIC COMMENTS:

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

5. CONSENT AGENDA:

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

A. CITY COMMISSION MEETING MINUTES:

1. Regular meeting held August 28, 2023

B. PURCHASING ITEMS:

1. Resolution of the City Commission of the City of Leesburg, Florida authorized the Mayor and City Clerk to execute Amendment Three to

Brightview Landscape Services, Inc.; and providing an effective date.

- 2. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute an Agreement with Faithworks Total Ground Maintenance, LLC and Pierce Landscaping and Outdoor Services, LLC for Lot Mowing, Debris Clean-Up & Board-Up Services; and providing an effective date.**
 - a. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute an Agreement for Lot Mowing, Debris Clean-Up & Board-Up Services with Faithworks Total Ground Maintenance, LLC.; and providing an effective date.**
 - b. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute an Agreement for Lot Mowing, Debris Clean-Up & Board-Up Services with Pierce Landscaping and Outdoor Services, LLC.; 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 Task Order with Jones Edmunds and Associates, Inc. for design and engineering services for Lift Station 72 Bypass Force Main Project; and providing an effective date.**

C. RESOLUTIONS:

- 1. Resolution of the City Commission of the City of Leesburg, Florida accepting and approving a First Amendment to Agreement for the Utility Construction Reimbursement (Pioneering) agreement between the City of Leesburg and Stanley Martin Homes, LLC; and providing an effective date.**
- 2. 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.**
- 3. Resolution of the City Commission of the City of Leesburg, Florida authorizing and directing the Mayor and City Clerk to execute a natural gas service agreement between the City of Leesburg and City Homes Leesburg, LLC, for the purpose of installing and providing natural gas service and setting forth the terms to the development known as Silver Lake Estates Phase I; and providing an effective date.**
- 4. Resolution of the City Commission of the City of Leesburg, Florida,**

accepting a Lift Station and Utility Easement to the City of Leesburg from Hometown Lakes at Leesburg, L.L.C., for the purpose of granting the City an Easement over the property described therein; and providing an effective date.

5. Resolution of the City Commission of the City of Leesburg, Florida repealing Resolution No. 11,353 in its entirety and authorizing the Mayor and City Clerk to execute a Gas Service Agreement between the City of Leesburg and TLC Banning Ranch, LLC, for the purpose of setting forth the terms under which the city will provide natural gas service to the development to be known as Banning Ranch Phase I and Banning Ranch Phase II; and providing an effective date.
6. Resolution of the City Commission of the City of Leesburg, Florida appointing members to the Leeburg Electric Advisory Board; and providing an effective date.

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

A. **SECOND READING OF ORDINANCES:**

1. An Ordinance amending the comprehensive plan of the City of Leesburg, Florida, changing the future land use map designation of certain property containing 8.03 +/- acres from Medium Density Residential to High Density Residential, for a multi-family development on a property generally located south of Park Holland Road and east of Picciola Road as legally described in Section 15, Township 19 South, Range 24 East; Lake County, Florida; and providing an effective date. (PMF Leesburg SSCP)
2. An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 8.03 acres from PUD (Planned Unit Development) and C-3 (General Commercial) to SPUD (Small Planned Unit Development) for a property generally located south of Park Holland Road and east of Picciola Road, as legally described in Section 15, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date. (PMF Leesburg PUD)
3. An Ordinance of the City of Leesburg, Florida amending the City Code of Ordinances by amending Chapter 22, Section 22-7, Natural Gas Line Installation procedures to clarify the residential development units to which natural gas line and appliance installation requirements apply; providing for severability; providing for inclusion in the Code of Ordinances; providing of conflicts; and providing an effective date.

B. FIRST READING OF ORDINANCES:

- 1. An ordinance of the City of Leesburg, Florida annexing certain real property consisting of approximately 12.5 acres, generally located west of County Road 468 and north of Jones Drive, as legally described 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. (Homes in Partnership/CWC)**
- 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 12.5 +/- acres from Lake County Urban Medium Density to City of Leesburg Low Density Residential, for a property generally located west of County Road 468 and north of Jones Drive, lying in Section 21, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date. (Homes in Partnership/CWC)**
- 3. An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 12.5 +/- acres from Lake County RP (Residential Professional) to City of Leesburg SPUD (Small Planned Unit Development) and R-2 (Medium Density Residential) to allow for single family development for a property generally located west of County Road 468 and north of Jones Drive, lying in Section 21, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date. (Homes in Partnership/CWC)**
- 4. An Ordinance of the City of Leesburg, Florida, further amending the City of Leesburg Retirement Plan for General Employees, adopted pursuant to Ordinance No. 18-31, as subsequently amended; amending Section 6, Benefit Amounts and Eligibility; amending Section 5, cost of living adjustment; providing for codification; providing for severability of provisions; repealing all ordinances in conflict herewith; and providing an effective date.**

C. NON-ROUTINE ITEMS:

- 1. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute an Asset Transfer Agreement with the Leesburg Partnership; 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 Lighthouse Construction Agreement with the Leesburg Boat Club; 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, AUGUST 28, 2023 5:30 PM**

1. CALL TO ORDER

The City of Leesburg Commission held a regular meeting on Monday, August 28, 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. Special Events

CM Minner stated the purpose of this presentation is for the commission to consider whether or not the city should take over special events. There has been a lot of discussion about special events over the past thirty to forty-five days. At the last meeting, he was asked to bring this back to discuss how the City of Leesburg wants to promote special events. The City of Leesburg wants to ensure that we have quality events that make Leesburg a great place to live, work, and play. The city needs to compete with surrounding communities and events are something that people and businesses measure the community by. Special events are a fabric of our environment. The City of Leesburg is special for how we have promulgated events. A long time ago, we joined forces with the Leesburg Partnership. The Leesburg

Partnership formed about twenty-eight years ago. They formed for several reasons, but ultimately, that organization turned into a lobbying branch and a mainstreet organization that promulgated the benefits of the downtown. They also became the events arm for the city. At that time, the philosophy was that if we partnered with the Leesburg Partnership by helping to support the Leesburg Bikefest and Mardi Gras, enough revenue would be generated from those events to support the Partnership's secondary events. Instead of the city having that expense and city staff handling the events, the Leesburg Partnership would do them with the revenues generated from Bikefest and Mardi Gras. Some of the revenue from these events also went to other not-for-profit organizations like the Lions Club, Rotary Club and other groups that assisted them during those events. Their volunteer efforts and the residual monies funded other special events like the Beast Feast, the Fourth of July, the Christmas Stroll, and the Beer Craft. Some of those are ticketed events. However, for many years, the city saw value through that partnership and that partnership saved the city money by not having to be the producer of the events. That formula worked for many years, but for a number of reasons, the engine does not work anymore. In short, it was a product of its own success. However, there has been a decline in the number of folks who come to Bikefest and essentially there has been a decline in the profits. There is no seed money after Bikefest to support other special events. Based on their performance, it was not a bad event. However, based on the performance of the last Bikefest, their revenues were thirty to forty thousand dollars net and that is not enough to sustain the Leesburg Partnership in future years. Covid also had an impact on the events, but there were a number of things that impacted this event. The realization came about a month ago and the Leesburg Partnership board addressed this body asking for funding of \$450,000. The commission did not say yes or no, but it was fair to say that the commission warmly welcomed the consideration of funding the Leesburg Partnership and the Leesburg Partnership took that as a positive thing. They went back and talked to some of their folks and at the end of the day they decided that maybe at this stage it was not the best avenue for the Partnership to do events anymore. Subsequent to the preliminary consideration of \$450,000, the Partnership came back to the city, at staff level, and asked about the city taking over the special events.

Now, what would it look like if the city took over and managed the events and how would that be done? First, they looked at what other communities do. They looked at three major communities in this region which are the city's biggest competitors; Clermont, Tavares, and Mount Dora. Staff looked at how much they spent on the events and their staffing levels. The City of Clermont spends about \$372,500 on special events and Mount Dora spends about \$410,900 annually on their events. The City of Leesburg right now spends \$38,400 on events with the Leesburg Partnership through the civic funding derivate, and that is not a general fund impact. The City of Tavares is the interesting one because that would be the model he would use if the city took over the special events. The City of Tavares spends about \$451,600 on special events, but those numbers do not include staff. The City of Tavares does theirs through two different avenues. First, they have what they call economic development events, which are the big named events; the planes and trains and BBQ festival, the Rocktoberfest and the Rythm on Ruby, which are all annual events. Those are the marque events for Tavares. Those events are funded through their downtown Tavares CRA and that is important to remember. They also have some underlying events, which are paid for through their general fund. That is the mechanism we need to look at, because based on the location of the CRA's, the residual monies in the CRA is how this organization would fund these events. The events would be funded using CRA monies because they would be hosted in the district. That is also a part of the CRA plan. It was tested and the expense was made through the CRA monies and TIFF monies. That is the model already out there. They know it works and it is reasonable.

If the city were to create a special events force, we would need more staffing. We would need about two and a half people. The way the organizational chart would go is first the city commission, then the city manager, and under the city manager is the recreation department, which is led by Travis Rima. He would suggest that the special events arm of the city be a division of the recreation department. First,

they would need a special events manager who would manage and conduct all the special events. That person would be charged with bringing in concepts, administering the events and managing the events. They would receive support from the recreation director and himself. That manager would need an assistant, who would be called the special events coordinator. They would also get some part-time help. He added an events committee because this would be an important aspect of the city. The special events will be looked at with both pros and cons. There are a lot of different opinions about how to get into it, and having a special committee may or may not be the avenue the commission wants to consider. On the pro-side, having a committee would mean that the process has its checks and balances. For years we have operated under an events arm. It was quasi associated with the city, but not completely associated. Through good events and bad events, the city did not have to take the heat. It was an easy buck to pass. An events committee may be necessary to bring in folks to provide input on what events the city would want to hold. Moving forward, in the immediate future, there will be some unanswered questions, but that should not determine whether or not we do this. At the end of the day, we have the means to get this done. It is just a matter of getting the right personnel in place and bringing those folks on board to get everything started. He did not think there would be any technical problems, but we had not done this, so there could be questions. So, maybe we would want an events committee that says what events we will have. They could use that committee as a sounding board through him and the recreation director, which will then go to the special events coordinator.

Moving on, what special events would the city have? First, there would be three or four major events that would be conducted in the CRA district. The CRA district box goes from Newell Hill and it follows US-441 to Dixie. It goes around to 9th Street and it includes the Venetian Gardens. There would be three major events in that box. However, at this time, we do not have the answer to what those events would be. From the folks he had spoken to, they wanted at least two major events that would really blow out the fireworks. There would be different events that include different activities and the city would absorb all the costs. These events are no pay events. The city would sponsor all the trinkets and gadgets for the fireworks and whatever we put into that event, that would be absorbed by the city. There would also be a few minor sponsors. Another big event that they may want to continue and maintain is done during the holiday season. We have the Christmas Stroll, the Christmas Parade, the Christmas House, and the Light Up the Night. We may want to expand those major events where they last a couple of weeks or a couple of weekends. Those would be events that happen around the holiday season. We may want to build and beef them up to make them more special. We need to put ourselves on the map for having great events. Next, will we continue with Bikefest? If we do not, we will want to replace it with something else. The feedback that he has received is that if Bikefest goes away, we need to have another major event in its place. However, what that event would be we do not know. That event would be determined by the events coordinator. That person would help lead that event. That person would give some concept of what that event would be. That person will need to have some experience doing that. We may want to continue with Bikefest in some form or we may want to create a totally new event. We may want to come up with something completely different and we could bolster up Mardi Gras. That is where creativity comes in and the skies are the limit. It is whatever the city determines or as a group, whether it be the commission or the events committee. They could leave it for staff to figure out, but we need to have three or four major events.

We may want to continue with other recreational events. We have a family event section that includes the Bounce-a-Palooza, the Daddy Daughter Dance, Breakfast with Santa, and the Brunch Bunny. We also have conservative nature walks, fishing, kayaking, and hiking. We also have some sports marketing stuff and we have been doing more of that. The TDC just voted to give the city an additional three million dollars in funding. There is some additional tagging to go on before that becomes official. However, he was very excited about that. Commissioner Reisman serves on the TDC board and this is a very exciting proposition and, hopefully, the Lake County Board of County Commissioners will give the city some additional funding to help with the Susan Street and Sleepy Hollow projects. Allison Strange, of ASA,

has worked really well with the city on finding different events and securing agreements with the NCAA. These types of events the city already handles and we need to continue them. We also talked about the concert concept at the Pat Thomas Stadium and doing different concerts at Ski Beach. We may want to go back to having movie nights or a farmers market. Those are options that we may want to do. We also want to help other organizations with some of the festivals they do; the Heritage Festival, the Juneteenth Festival, MLK parade, and the Back-to-School Bash. There are a number of events that we do not want to lose. With the ticketed events, those are the popular events. The Immersive Event is handled through the Leesburg Chamber. They also have the Beast Feast, the Art Festival, and the Chili Cookoff. There are a number of ticketed events that the not-for-profits will want to continue because they are good fundraisers for them. There would be a level of ticketed events that help the not-for-profits, like the Leesburg Chamber, the Downtown Business Association and maybe the Leesburg CDC. When it comes to funding, he was not sure what the numbers were, because the city has not dealt with this on an ongoing basis. However, the amount the city should start with is \$450,000. That number matches some of the neighboring communities. \$200,000 would be for personnel and the special events manager would be the critical piece. That position may be brought up on the payscale to make it a 136 position. That would then provide the ability to recruit someone else in between the \$70,000 to \$100,000 figure. It sounds like a big salary, but we need a big salary in that position because we need someone with an events background and experience. Whether that is someone locally or someone through recruitment that may come from out of town. We need to find the right person who knows how to promote events, who has a background in this area so they can help with new concepts and fresh ideas. They would need that support network underneath them and that is where the outline of the \$200,000 for personnel comes from. That leaves about \$250,000 in the CRA for operational issues that come up, whether that be funding for bounce houses or slides and maybe for major events. They may want to have a special internal organization where we issue short-term debt. Then, when new revenue comes in from different events, it could help offset that. In the future, that \$450,000 would be offset by revenues brought in from having major events. Until we figure out what revenues are brought in from the major events, that subsidy of \$450,000 from the CRA would curtail capital improvements in that district until revenues from the general fund, DST, or gas transfers come into fruition or until revenues start offsetting that expense. At that point, it will allow CRA money to be spent on capital improvements. There would be a trade off and it is up to the commission to determine whether we want to make that trade off. He suggested a 50/50 capacity that makes that tradeoff more reasonable because in future years they will see revenue growth in the general fund and there will be other revenues that come back to the CRA. If they do the events right, they may become self-sustaining or reduce the amount of revenue they need. If the special events are hosted in the events division underneath the recreation department, moving forward, they will want to manage what events occur on city properties. We do now to an extent, but it is pretty much free for all. If someone wants to do an event, they have to go through a process. In the city code they have to pay a fee and it goes through the development review committee and they stamp the event. They have come before the commission in the past for major events, like when the Partnership asked for special caveats in the district. Major events are set at five hundred people or more and that is lined out in the process. If special events come to the city, we need to better manage them, so on an annual basis, they will review this during the budget process. They will have an opportunity to say what events the city wants to do. The non-profits will still handle certain events and there will be tourist events. If they are not on that list from the getgo, then they do not do that event. That is important because part of the problem they see is we are having multiple events that tax the infrastructure, our staff and they may not be the quality events we want to see. Part of the proposed change and overview is that part of the code needs to be blown up and a new process put into place where the city commission determines what events we do. There may be a review by staff as they have the event's coordinator in place. Moving forward, it will come in steps.

Tonight he would like to get the city commission's direction. That direction could be to put this in the budget and they can make a formal vote on it in September. The meetings that will cover the proposed

budget will be on September 14th and September 25th. That is when they formally adopt the budget on first and second reading. That is when they can say yes or no. They can say yes, let's do it because that would save some time or they can say, kings x, we are not doing it, and give the Leesburg Partnership \$450,000 or they could decide not to give the Leesburg Partnership any money at all. There are a lot of options, but he suggested funding the partnership or taking it inhouse. If they take it in-house, there will be a couple more steps that need to be done. However, the first thing is to say yes or no to the process. At that point, it would be put into the budget. If the commission says yes, they will move to step three, which would be to start the recruitment process for the events manager. They would be able to put that lead position out just after Labor Day in the market place to start the recruitment process. It would shave about thirty days from the process. If they say they want to wait until it is approved in the budget, they will not be able to get that out until October. The next step is to introduce this to the public. They have had a few conversations with the Partnership Executive Board on how that would look. The Partnership Dinner has been canceled for this year. Perhaps, towards the end of October or the first part of November, they could rekindle the Partnership's Annual Dinner and that will be where they pass the football persay. They can talk about how to do that and how they see it in the future. There were a couple of events that the Partnership expressed they wanted to continue. They should continue those events, but include city staff's assistance in the interim. Then, hopefully, by the new year, we will be off and running with the new organizational structure and what type of events we want to do. If the city takes on special events, that is how we should proceed.

Mayor Burry asked if there were any questions from the commission. **Commissioner Connell** asked how many events the new department would be involved in? **CM Minner** answered that the events need to be broken down into major events and secondary events. There is no limit on the secondary events, but the limit needs to be that we find that happy medium for what quality events we have and how many we can perform. We need to figure out how many events we can have that are good quality events, that represent Leesburg well. There will be some yibs and yangs to determine what events will be best. We will want between two and four major events, but we need to determine what we want our nitch to be. There will be the major events; Bikefest, the Fourth of July event, and big holiday events that are open to the public. That may have some revenue generators imbedded in them through vendor signups and alcohol sales. They would mimic the engine from what the Partnership did. The difference is that they do not have to have these events generate significant monies, we just need to break even or have a smaller subsidy and get the balance on subsidies. Making money is not the ultimate goal, breaking even, and having quality events or a small subsidy is the ultimate goal. We would also continue the secondary events and how many of those there are will be determined by what is well received by the community. How those events are pulled off will be determined and how well the recreational director and the events manager manage different events. That includes the Daddy Daughter Dance, the Easter Bunny and all the other events. For the number of special events, he did not have that answer, but those they would want as ticketed events handled by non-profit organizations. All in all, we may have around twelve events per year.

Commissioner Connell questioned where the city's revenue source would come from to recoup the money. Would that be from the vendors? **CM Minner** responded that the city's revenue source to recoup revenues would rely on how that major event is setup and what that event is. It could be from the vendors, alcohol sales, or sponsors. However, until we have more of a feeling about what that event will be, he could not say what that revenue source would be. If they recreate Bikefest and the city manages it, he would say the source of revenue that went to the Partnership would come to the city. That would include alcohol sales and vendor sales. That would now be the revenue source for the city and it would offset the contribution from the CRA. **Commissioner Connell** said as far as alcohol sales go, the Partnership had a beer and wine license that the vendors operated under. How would the city contend with that? **CM Minner** replied that is a question for the city attorney, but the city would then become the umbrella, or an associated agency they may want to create that is not necessarily the city, but run by the city. That would become the umbrella. Does that increase liability? Yes, and is that something we should

ultimately worry about? No, because liability is what we deal with. Having the city run the events verses the Partnership or any other not for profit has never taken us out of the liability equation. The City of Leesburg is associated with all the major events. He could not say that the liability would not increase, but he would not make the decision based on that being an increased liability. **Commissioner Connell** mentioned that he was not overly concerned about the liability. He just asked if the city were to take this over, would the city create a nonprofit entity to apply for alcohol licenses for these events to operate. **CM Minner** responded that he could not answer yes or no. He did not want to answer that definitively, because there are a lot of different concepts. This evening is the concept mode. He would not want to give a definitive answer to that. We have experienced folks from the Partnership that we will work with. They will help bridge the gap, but it will take some experience. That is something they can get done between him, the recreation director and staff, including the Partnership. He did not know if that was a comforting answer, but it was an honest answer. They will get through it and they will figure it out and it will work. **Commissioner Pederson** pointed out that the Leesburg Partnership purchased insurance to protect themselves from liability for these events. **CM Minner** agreed.

Mayor Burry wanted to bring up a point before getting too deep into this of whether there was a consensus from the commission that says they want to take over these events. We are making assumptions, yet he has not heard anyone say yes or no. He would like that before moving forward and before they get too far into this. **Commissioner Berry** said she wanted to support the change in how events are planned and managed. However, she wanted to be clear before voting or making any further decisions that the expectations of staff or whoever plans the events be mindful of creating new events and that they obtain input from the community, especially in the CRA box. They need to work diligently to create events that would capture all of the city and they will celebrate cultural diversity in all of Leesburg. There could be meaningful educational programs as well as entertaining and all-inclusive entertainment. That was one thing she wanted to put onto the record. **Commissioner**

Pederson mentioned he was not sure why this would fall entirely on the Downtown CRA. He can see maybe half, but these are city-wide events that all Leesburg residents benefit from. That also includes all people outside the city. We should not be taking money away from the CRA. He would like to cut that in half and keep some money in the CRA to continue improving the downtown. He fully supports this, but he scratches his head about why the Downtown CRA would fund 100%. We do events in Carver Heights, on Pine Street, and all over town. **CM Minner** commented that it was a wide open question. There are a number of layers to that question about why it would come from the Downtown CRA and that is because that is where the easy money is and most of the major events would be in the CRA district. It would be an easy revenue source that would not have an impact. The next source would be the general fund. Right now, the general fund is paying \$25,000 towards the fireworks. As this materializes, they will see less of an impact on the CRA and a more diversity of funding sources for all the events. He did not have that answer, but if we take over the special events, we will figure out how to make it work. We just need to get things started. They will figure it out as they get into FY 25. They will then have some experience under their belts and hopefully they will have a source of revenue and general fund monies along with CRA monies to make the wheel turn. However, we do not see that happening in year one. **Commissioner Pederson** commented that would be fair. He would support this and he really missed the events during covid because they do create a quality of life. He would like this approved tonight because he will not be able to attend the September 28th meeting and time is of the essence. He did not want to risk this not being approved on the 28th. **Commissioner Reisman** stated he was in favor of this. He would also like to vote on it tonight. He would like all the events, especially for the Leesburg residents, and families of four or five kids to be free. It has become very costly for larger families. He would like all Leesburg residents to come and enjoy the events without having to pay for them. **Commissioner Connell** said he was not opposed to the city having special events because we should, but to appropriate half a million dollars to a brand new department without having a good template for how it will work is a bit premature. We need better answers to the different questions. Appropriating this kind of money with the idea of figuring out as we go is a no. **Commissioner Pederson** remarked that he respectfully disagreed with that

comment. **Commissioner Reisman** mentioned that they would mimic something like the Partnership already does, but it would be handled at the city level. **Commissioner Connell** pointed out that it was a failed model. **Commissioner Pederson** said they could spend months analyzing this, but we just have to get into the trenches and give it a try. It may not work and we may end up hiring a company to handle it. Who knows? We need to keep the events going in some form or fashion. If we do not fund this, the events will go away and that is not good for the residents. **Mayor Burry** said it was obvious that there were three supporters and he was also in favor of having events in the City of Leesburg. When looking at the money, we gave about \$38,000 to the Partnership and they have been doing all the events. Now, we want to put \$450,000 in it. He would say that the Partnership made their money off of alcohol sales. That is where their revenue comes from. If we take over those events in order to offset the taxpayer dollars going into them, he would want the city to make some money off the events to decrease the costs. That is important. **Commissioner Connell** agreed. That was his point. He was not against it because these are great events, but they should have a better plan before appropriating half a million dollars and only saying they would figure it out as they go. For him, it is not great business finance to operate that way. **Commissioner Reisman** mentioned that all the surrounding cities do this model so they would mimic or get input from them as well. **Mayor Burry** stated at this point they should have a vote and let the city manager get more into the specifics. **CA Watson** agreed and stated the city manager was looking for directions on how to get this started. It will come back with additional information in terms of the specifics they need to iron out moving forward. **Commissioner Pederson** said he would make a motion to approve the \$450,000 budget. He was afraid that in his absence on September 28th this would be voted down or at least at risk. He respects Commissioner Connell's comments but we need to give this a try. If the other three cities could do it, he was confident that Leesburg could pull it off.

Commissioner Pederson made a motion to move forward with the funding of \$450,000 for the next fiscal year and Commissioner Reisman seconded the motion.

Commissioner Connell stated that without some type of plan, he could not go along with it. We are putting the cart before the horse and we should have a plan. As Commissioner Reisman said, we could model this from other cities, but he would like to see those models and how they do it before approving \$500,000 of taxpayer money.

The roll call vote was:

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

Four years, one nay, the Commission approved moving forward on the special events concept.

CM Minner commented that moving forward, the first immediate thing that will occur is he will get back with the Partnership to start setting up a transition for how we move from one organization to the other. There will be an advertisement to start recruiting for the events manager position and the numbers they saw earlier will be put into the FY-24 proposed budget under the CRA division. When it is approved next month, these items, positions, and expenses will be in the budget for formal approval. **Commissioner Berry** asked if the event manager's salary would change with the increase? **CM Minner** answered no, that was put on the scale that was adjusted July 1st.

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.

Gary Custer of 8909 East Treasure Island Avenue, Leesburg, said he has been here before to talk about CR 44 and annexations. A prime example of what is happening on CR 44 is at the new Silver Lake Pointe development. That keeps flooding on to CR 44. He spoke to the city and the city said it was a county problem because it is a county road. He then talked to the county and the county said it is a city issue. He was only getting fingers pointed at the other guy. They went to St. Johns and got them involved. They met with the city and the site developer. They kind of solved the problem until the other day when it rained and it washed away the dam they built. They are damming off the boulevard entrance. They are damming off the whole thing and water comes gushing out and it washes the dam away. The city manager sent him pictures of their solution and the three layers of silt fence did not work. It came out of the driveway and down the road. There is a hurricane coming and is that going to happen again? Probably. He spoke with an individual who was tasked with taking care of that situation every time it rains. He said that they tried to tell them it was an engineering problem. They do not know what they can do and they have tried everything. They have two big pumps and they even dug the retention ponds deeper to retain more water. They are also using big pumps to pump it back over the hill back down behind. That is not a solution, it is a bandaid. He was unsure if the city polices these things for the new developments. If they do not, no one will fix it. That was why they had to get St. Johns involved, because it was all draining down into the swamp at the bottom of the hill.

John Christian of 903 CR 468, Leesburg, said he was there to represent the Men of Distinction. On the civic funding, the question came up about the Community Development Corporation and their contribution of \$3,800. Those funds are used for the Leesburg African American Festival and it is hosted by the Men of Distinction. They have been doing that for twenty-two years. With that funding, he wanted to correct the city manager on ticketed events. The gala is a ticketed event, but the festival is a free event. Without the funds from the city, they would not be able to do the festival. The gala maybe, but not the festival because that is not a money maker. Leesburg is the second largest city in Lake County and it is probably the only city that does not have a Black Heritage Festival in February. We do it in March to coordinate with the other cities and their festivals. He thanked Commissioner Berry for causing him to pause and he did not want the city to make that decision. He hoped he had answered the questions about what the funds were used for. The CDC is a major sponsor of that event and it is hosted by the Men of Distinction.

5. CONSENT AGENDA:

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

Items pulled for discussion:

5.C.2 - Approving a Leesburg Surplus Lot Donation Program

Commissioner Reisman moved to adopt the Consent Agenda except for 5.C.2, and Commissioner Pederson seconded the motion.

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 Consent Agenda, as follows:
(Each item has its coordinated resolution number listed below the header)

A. CITY COMMISSION MEETING MINUTES:

- 1. FY 24 Budget Workshop held July 6, 2023**
- 2. FY 24 Budget Workshop held July 11, 2023**
- 3. FY 24 Budget Workshop held July 13, 2023**
- 4. Regular meeting held August 14, 2023**

B. PURCHASING ITEMS:

- 1. None**

C. RESOLUTIONS:

- 1. Resolution of the City Commission of the City of Leesburg, Florida, approving a Proportionate Share Agreement entered into by and between the School Board of Lake County, Florida, TLC Hodges Reserve, LLC, and the City of Leesburg, Florida, to allow for payment of Lake County School Impact Fees; and providing an effective date. (Hodges Reserve Prop. Share)**

ADOPTED RESOLUTION 11,369

- 2. Resolution of the City Commission of the City of Leesburg, Florida adopting and approving a Leesburg Surplus Lot Donation Program; establishing policies and procedures; and providing an effective date.**

ADOPTED RESOLUTION 11,372

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

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

Mayor Burry requested comments from the Commission and the audience.

Commissioner Berry wanted to make note of the moratorium that was put into place on the infill lots. First she thanked everyone for working on this. If this gets approved, they can move forward with the policies and procedures in place. That was the first and foremost what she wanted to work towards. She wanted to make sure it was equitable across the board. She thanked the housing department for making sure that information was provided. The purpose of the policies and procedures was to formalize the best past practices. She wanted to promote transparency in the process for non-profit partners interested in participating and to encourage as much partner participation as possible with the maximum number of lots. They will monitor the inventory and it will eliminate the possibility of over reaching and monopolizing land by one organization. It ensures a success story for everyone and everyone can have a bite of the apple. For the record, she wanted to convey her support and enthusiasm for this project. Transparency and fairness is essential and they all recognize the need for more affordable housing in district one as well as throughout Leesburg. We have thirty-six parcels available and twenty-three are under the City of Leesburg and thirteen are under the CRA, of which twenty parcels are located in district one. She wanted to make sure that everyone was clear about that. It was with great hope that if this passes they can move forward and release the moratorium. **Commissioner Reisman** stated he was in support of this, but he would like to see it say the developer may request one three-year extension from the city so that way the property does not sit vacant for six years. If nothing happens with the property after three years, it reverts back to the city and they are not given an extension. Also, some of the properties have many acres. Instead of acreage, it is a single lot and not acres at a time. **Commissioner Berry** thought it went by parcel or the alt key number. **CM Minner** responded that the policy covers the nation of city property. That is any property they may donate. He does not think that this body wants to strap themselves down and define what they are and what they would not donate. They may want to have some legislative liberty to decide what they want to do. There will be different answers. They may want to give the donation of properties that are on the surplus list to some type of activity that is not contemplated for low to moderate housing. They do not want to tie this policy to the surplus list. They may want the policy for donating surplus properties for the purpose of constructing low to moderate income housing, but do not tie the policy to the surplus list. The surplus list is the lots they will be able to donate. For example, on the list there is a number of lots, which are individual lots; 100x50, 100x60 and 75x75. One lot is four acres and there are a series of lots located on Alabama and Nebraska that have acreage. Historically, it was seen as a low to moderate income subdivision. Maybe in the future they do not want to use Alabama and Nebraska as a housing subdivision. It could be an extension of Berry Park. It could be a commercial endeavor that they want to donate too. Delineate in their minds a lot donation policy for low to moderate income housing verses what lot they would donate. The preponderance of vacant lots are located in district one. That does not mean that every lot in district one will be developed for low to moderate income housing. The policy governs who they will donate and that maybe not for profits for low to moderate income housing. It puts criteria for who the ultimate owner of that home is. Commissioner Reisman inquired about the house not being built in three years. They could delineate that it comes back to the city and they may want to keep that open. It is open now. It says they can extend it or they could give them some discretion to say yes, extend it or no and the city will take it back. It does come back to them at the end of the day. He believes the policy is written where it needs to be. It functions, it gives transparency and discretion about who they do and do not lend to. It sets time perimeters to share the wealth of the existing inventory. He recommended not marrying the inventory into the policy. **Commissioner Berry** asked about the existing inventory and there being a lot in district four and two in district two for the City of Leesburg. Would those be open to non-profits? **CM Minner** answered yes. **Commissioner Connell** wanted to confirm that each lot would come back to the commission for

approval to donate. **CM Minner** said yes. **Commissioner Connell** said anyone could be a partner if they are a non-profit organization. This will not be confined to two or three different organizations. **CM Minner** agreed. **Commissioner Connell** asked if they would go in and apply to the city to be a partner? **CM Minner** stated they would come into the city and they would give them a request that said they were looking at the inventory and that they wanted a certain lot. They would process that at a staff level and make sure they are determined to be a bonafide 501(c)(3) and that they are registered with the Department of State. Once they meet the clearing checks, they will bring the request to the commission which includes a quitclaim deed that the city attorney will draw up. That would change the title from city to not-for-profit. **Commissioner Connell** remarked that in the proposal there would be a five-year window. If they sold it or did not live in it for five years, they would have to pay a portion back to the city. However, he did not see any provisions for what they would pay back to the city. How do they know what the properties are worth if they are just giving it away and what would be owed back to the city? **CM Minner** answered that it could be broken down more or they may want to establish that in the granting document. They may want to come up with a value that says the city values it at an "x" dollar amount and that can be determined by the fair market value. Most of the lots are between five and ten thousand dollars for a single parcel. They may want to just stick a value in that resolution for changing a deed and that will establish a value which that value would decrease over the five-year period. **Commissioner Connell** wanted to know if that should be in it now before it is voted on. **CM Minner** said they do not need that in the policy because each one will come back to the commission for approval. That is written in the policy now. **Commissioner Connell** inquired if that would be determined at the time it is given away. **CM Minner** replied yes, values will increase on the inventory unless you give all the lots away next week. Hopefully, the value of those properties increases, so a property they give away today may be worth five thousand dollars and a similar property next year could be worth seventy-five hundred dollars. They do not want to limit themselves. **Commissioner Connell** wanted to know if something needs to be put in the policy that states the value needs to be done by appraisal before it is granted. What method will the city use to determine the value? **CM Minner** answered the policy states that they have to have the property for five years with a declining value. That would go into the agreement and there would be an established value. That is where the money would return. They do not need that in the policy, because each agreement will have that requirement. **Commissioner Connell** wanted to know how the established value is done? **CM Minner** replied it is done by what the fair market value is. He does not believe they would want an appraisal done on each lot, but the city wants to control that. If someone wants the lot, they will say the value is five thousand dollars and if they want to argue over the value, then the city will not donate the land. **Commissioner Berry** asked if it was fair to say fair market value at a percentage. **CM Minner** answered they need to keep the options open. Rules and structure are important and they have their place, but they also want some wiggle room for the legislative priority too. What they have established is a clear and transparent process and values do change. They do not want to update the policy every year. **CA Watson** agreed and said that they would all come back and each parcel was different. There are a number of things that could impact the value of each property. The city may have carried certain properties and they have costs in properties that are different from one to another. Having a broader policy is best because each one would come back for review and at that time they will determine a fair and equitable figure for each lot. **Commissioner Connell** said the resolution says five years, but he did not see a proration for what they would pay back to the city if they sell it or the homeowner gets rid of it within five years. **CM Minner** stated the policy has the statement that the money will be returned, that is something they will put in each and every title exchange. At that time, they will determine a value and if it comes back to the city, we will be covered because every lot that they donate will come back to this body. They are not giving away thirty lots with this policy. They are establishing a way to give away lots and those lots may not even be in the current inventory. This is a high level policy for how they give away each lot. As they give away each lot, it will come before the board and they will want to set perimeters based on the different things that are associated with each lot.

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 resolution.

3. Resolutions approving the execution of Utility Construction Reimbursement (Pioneering) Agreements with Troon Creek 2, LLC for Wastewater and Potable Water.

- a. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Utility Construction Reimbursement (Pioneering) Agreement with Troon Creek 2, LLC for construction of a Wastewater Force Main; and providing an effective date.**

ADOPTED RESOLUTION 11,370

- b. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Utility Construction Reimbursement (Pioneering) Agreement with Troon Creek 2, LLC for construction of a Potable Water Main; and providing an effective date.**

ADOPTED RESOLUTION 11,371

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

A. SECOND READING OF ORDINANCES

CA Watson asked anyone wishing to provide testimony on items 6.A.3, 6.A.6, or 6.A.8 or on the first reading items 6.B.1, 6.B.2, 6.B.3, 6.B.4 or 6.B.6 to stand so he could swear them in. He swore everyone in.

- 1. 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)

ADOPTED ORDINANCE 23-40

Commissioner Reisman introduced 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 ordinance and Commissioner Pederson seconded the motion.

Mayor Burry requested comments from the Commission and the audience.

PZD Miller stated this was a City of Leesburg substation consisting of approximately 1.45 acres. It was for annexation, a small-scale comprehensive plan, and rezoning. This would take it from rural transition to institutional on the future land use and from Lake County Agriculture to City of Leesburg Public on the zoning. It is for a new electrical substation which would add to the electrical capacity and capability in that area along SR 44, just west of Whitney Road.

The roll call vote was:

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

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

- 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 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)**

ADOPTED ORDINANCE 23-41

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

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

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 ordinance.

3. **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 SR44 Davis RZ)**

ADOPTED ORDINANCE 23-42

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

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

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.

4. **An Ordinance of the City of Leesburg, Florida, annexing certain real property consisting of approximately 0.33 +/- acres; and being generally located approximately one mile east of the Florida Turnpike and adjacent to County Road 470, lying in Section 17, 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 2; and providing an effective date. (VOWL 0.33 Acre)**

ADOPTED ORDINANCE 23-47

Commissioner Reisman introduced 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 ordinance and Commissioner Pederson seconded the motion.

Mayor Burry requested comments from the Commission and the audience.

PZD Miller stated, several years back when the city sold the property to The Villages, they brought forth an area they wanted to have annexed and rezoned. Through some eighty pages of legal description and thousands of words and directions, a .33 acre was missed. They found out after it was platted. The Villages came in and they worked together to make it right. It was an inadvertent leave out on a very large technical legal. At the last meeting, he indicated that this property was included in the original Chapter 163 Agreement and that is noted in the ordinance as well.

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.

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 approximately 0.33 +/- acres from Lake County Public Service Facility and Infrastructure to City of Leesburg Age Restricted Development, for a property generally located approximately one mile east of the Florida Turnpike and adjacent to County Road 470, lying in Section 17, Township 20 South, Range 24 East, Lake County, Florida; and providing an effective date. (VOWL 0.33 Acre)**

ADOPTED ORDINANCE 23-48

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

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

The roll call vote was:

Commissioner Berry	Yes
Commissioner Connell	Yes
Commissioner Reisman	Yes
Commissioner Pederson	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 0.33 +/- acres from Lake County A (Agriculture) to City of**

Leesburg ARD (Age Restricted Development) to allow for residential uses for a property generally located approximately one mile east of the Florida Turnpike and adjacent to County Road 470, lying in Section 17, Township 20 South, Range 24 East, Lake County, Florida; and providing an effective date. (VOWL 0.33 Acre)

ADOPTED ORDINANCE 23-49

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

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

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 ordinance.

- 7. An Ordinance of the City of Leesburg, Florida, Consenting to the Inclusion of the City of Leesburg, Florida, within the Countywide Municipal Service Taxing Unit for the Provision of Ambulance and Emergency Medical Services, as Adopting by the Board of County Commissioners of Lake County, Florida; providing for the City to be included within said M.S.T.U. for a specific term of years; providing for conflicts; and providing an effective date.**

ADOPTED ORDINANCE 23-50

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

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

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

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.

8. **An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 11 +/- acres from City of Leesburg SPUD (Small Planned Unit Development) and R-3 (High Density Residential) to City of Leesburg SPUD (Small Planned Unit Development), for a property generally located east of Executive Boulevard and south of State Road 44, lying in Section 29, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date. (Good News Church Public / Private Partnership SPUD)**

ADOPTED ORDINANCE 23-51

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

Mayor Burry requested comments from the Commission and the audience.

PZD Miller stated this was for the Good News Church. It is to amend an existing small planned unit development to add property that consists of the lot immediately to the south. That property is currently zoned R-3 high density residential and it sits in the middle of an industrial park. It is approximately 11.3 acres. The request is to add a use for police k-9 training. It would take that R-3 out of the industrial area which staff would like to see. The police department could then use it for various purposes under the SPUD. It would mainly be used for work by the police department for k-9 training. They did not anticipate any negative impacts and Greg Belieavu of LPG was present along with Captain Mack from the police department if there were any questions. **Commissioner Connell** inquired whether the church owns the property and if they were allowing the police department to use it for k-9 training. **PZD Miller** said that was correct. There is a field out there with some goal posts and a lot of it is wetlands, so this would be a perfect use. It would be very tough to build on and the church has been working with LPG and the police department on this. **Commissioner Connell** asked if they were going to just let them use it or would they be renting it? **PZD Miller** stated it was an agreement with the police department.

Greg Belieavu, of LPG and a member of the church board and church, stated the police department has been looking for a place to train their k-9's and the church has an existing ballfield located on their property. They purchased the property from the Boys and Girls Club years ago. Then they purchased the ball field a few years later. They used it as a ball field and a recreational area for the church. There has been problems in that neck of the woods for a few years with drag racing at night, along with a few other items they have to deal with like syringes that are left on their ground. It is dark and secluded when the church is not open. When the police department asked if they could use it for k-9 training, the church thought it was a great idea considering some of the activity happening there. Previously, when they called the police department to come chase people out, the people would be gone by the time the police got there. The people knew we were calling the police. They believe it is a great marriage between the church and the police department. They are not charging the police department. It would be a freebie for them. It would be a great opportunity to have the police department there with the dogs. They would make their presence known on a regular basis and the neighborhood would know that they are there. It makes the industrial folks know that their presence is there and it will make them a little happier. Jokingly, he said they came down and started working and the code enforcement staff showed up and said no they could not do that. They could not go down there until they amended the PUD. They thought that with it being a public use and it being a semi-public use, that they could skirt them into the existing PUD. However, they were told no and that they had to amend the PUD. The trusted code enforcement caught the police department on church property and that is why they are here. All the arms of enforcement are working. They are getting their money worth. **Commissioner Pederson** mentioned that code enforcement does fall under the police department.

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.

9. **An Ordinance of the City of Leesburg, Florida amending the City Code of Ordinances by amending Chapter 5, Section 5-6, Consumption of and open containers prohibited on public property; exceptions; amending Section 5-6.2 Consumption of or possession of alcohol in open containers near store selling alcoholic beverages; amending Chapter 18, Streets, Sidewalks, and other Public Places; providing for severability; providing for conflicts; providing for inclusion in the Code of Ordinances; and providing for an effective period and effective date.**

ADOPTED ORDINANCE 23-52

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

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

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

The roll call vote was:

Commissioner Berry	Yes
Commissioner Connell	Yes
Commissioner Reisman	Yes
Commissioner Pederson	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, ratifying and readopting Ordinance 17-07, pertaining to a change in the Future Land Use Element of the City of Leesburg Comprehensive Plan, to establish the Orange Bend Future Land Use Designation and creating applicable Goals, Objectives and Policies, and ratifying and readopting Ordinance 17-08 pertaining to a change in the Future Land Use Map to Orange Bend, for property generally situated in Section 33, Township 18 South, Range 25 East, Lake County, Florida, to ensure compliance with the procedures of Chapter 163,**

Florida Statutes for adopting Large Scale Comprehensive Plan Amendments relating to said property, directing transmittal to the reviewing agencies; providing for severability; and providing an effective date. (Orange Bend)

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

Mayor Burry requested comments from the Commission and the audience.

CM Minner stated items 6.B.1, 6.B.2, 6.B.3, 6.B.4, and 6.B.6 concern final transmittals, where after a municipal corporation goes through the annexation process that includes a comp plan and rezoning, the city has to notify the Department of Economic Opportunity that the final hearing was done. The state then closes the matter and lists it. It was caught through an electronic transmission where the city wanted to go from paper submittals to paperless and the electrical submissions that were sent after final closing were somehow not received by the state. They said they never received it and we said we sent it. So, the state said we needed to make a cure ordinance to make sure everything is good. This happened to five subdivisions; Orange Bend, Leesburg Fruit Company, Silver Lake Estates (which is the golf course), Ranches of Orlando, and the Windmill property. This is a repeat of those items. **Mayor Burry** inquired if these were approved around 2015 to 2017. **PZD Miller** stated yes and during that time they were trying to go paperless. **CA Watson** added that this is the first step. The next step would be the transmittal to the state agencies and then come back for a second reading after that transmittal is done.

2. **An Ordinance of the City of Leesburg, Florida, ratifying and readopting Ordinance 15-46, pertaining to a change in Future Land Use to Medium Density Residential, for property generally situated in Section 16, Township 19 South, Range 24 East, Lake County, Florida, to ensure compliance with the procedures of Chapter 163, Florida Statutes, for adopting Large Scale Comprehensive Plan Amendment relating to said property; directing transmittal to the reviewing agencies; providing for severability; and providing an effective date. (Leesburg Fruit Co.)**

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

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

3. **An Ordinance of the City of Leesburg, Florida, ratifying and readopting Ordinance 15-51, pertaining to a change in Future Land Use to Estate Residential for property generally situated in Section 1, Township 19 South, Range 25 East, Lake County, Florida, to ensure compliance with the procedures of Chapter 163, Florida Statutes for adopting Large Scale Comprehensive Plan amendments relating to said property, directing transmittal to the reviewing agencies; providing for severability; and providing an effective date. (15-51 Silver Lake Estates)**

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

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

4. **An Ordinance of the City of Leesburg, Florida, ratifying and readopting Ordinance 15-43 pertaining to a change in the Future Land Use to Estate Residential for property generally located in Section 27, Township 20 South, Range 24 East, Lake County, Florida, to ensure compliance with the procedures of Chapter 163, Florida Statutes for adopting Large Scale Comprehensive Plan amendments relating to said property; directing transmittal to the reviewing agencies; providing for severability; and providing an effective date. (Ranches of Orlando)**

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

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

5. **An Ordinance of the City of Leesburg, Florida, establishing the County Road 33 Community Development District pursuant to Chapter 190, Florida Statutes; providing for authority and power of the district; establishing the district; providing for the Board of Supervisors of the district; providing for the district budget; providing for functions of the district; providing for miscellaneous provisions; and providing an effective date. (CR 33 CDD)**

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

Mayor Burry requested comments from the Commission and the audience. He then asked if this was for two different subdivisions that are partnering together with this district. **PZD Miller** answered yes, Hanover Homes will be the developer for both properties. One is Bataglia, which is somewhere around 450-500 units, and the other is Banning Ranch, which will end up in total about 500 units. They are both on CR 33 south of the turnpike on opposite sides of the road. It is the same developer.

6. **An Ordinance of the City of Leesburg, Florida, ratifying and readopting Ordinance 17-16 pertaining to a change in Future Land Use to Estate Residential for property generally located in Section 25, Township 20 South, Range 24 East, Lake County, Florida, to ensure compliance with the procedures of Chapter 163, Florida Statutes for adopting Large Scale Comprehensive Plan amendments relating to said property; directing transmittal to the reviewing agencies; providing for severability; and providing an effective date. (Floribra Windmill)**

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

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

7. **An Ordinance of the City of Leesburg, Florida amending the City Code of Ordinances by amending Chapter 22, Section 22-7, Natural Gas Line Installation procedures to clarify the residential development units to which natural gas line and appliance installation requirements apply; providing for severability; providing for inclusion in the Code of Ordinances; providing of conflicts; and providing an effective date.**

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

Mayor Burry requested comments from the Commission and the audience. There were none. He stated this would come back on September 11th for second reading.

C. NON-ROUTINE ITEMS

1. **Resolution of the City Commission of the City of Leesburg, Florida, authorizing an investigation of traffic data and other information related to the potential installation of speed detection systems on roadways maintained as school zones within the City of Leesburg; and providing an effective date.**

ADOPTED RESOLUTION 11,373

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

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

Mayor Burry requested comments from the Commission and the audience.

Commissioner Reisman wanted to clarify that this was just the first step and that they still have to do a study. After that, it will come back to the body again. He would really like to see the study. He has already talked to the school board about this along with numerous principals and they are all in favor of this. **Commissioner Connell** said he spoke with the city manager earlier on this, and it was his understanding that someone else would do the study and they would provide input. **CM Minner** said yes, essentially the process is that companies who install the school zone cameras help with the study and the whole process. The process states there needs to be a survey done and that survey needs to show a need for this. That there is speeding in those areas. In the areas where the school zones are not within the City of Leesburg's rights of way, we would have to get the county's authorization to install the cameras on their rights of way. We have two school zones located in the county, one is the high school on US 27 and the other is Oak Park and Leesburg Elementary on South Street. All the other school zones are on city roads. The statute requires that this be done by ordinance. So, to kick off the process, they wanted to propose the concept to the commission and make sure that everyone was in agreement to at least start the study. By passing the resolution, they would have an RFP that seeks a school zone camera company to help do the survey, and put the ordinance together that would come back to the commission. At that time, they would have a better agreement about how collections would work and what amount the city would receive along with the vendor. It would include each party's responsibilities. **Commissioner Connell** inquired if the city was going to put out the RFP or would we hire a company to do that. **CM**

Minner said it would be put in the RFP and the next step would then be to do a survey. It would then come back in the form of an agreement with county approval. There would be an agreement to approve the vendor and that would be embedded in the ordinance. **Commissioner Connell** asked who was doing the survey. **CM Minner** stated it would be the vendor/company that the RFP seeks. That would be part of the RFP process for the school zone cameras. **Commissioner Connell** asked if that would be part of the proposal or is that something that happens after they select the company. **CM Minner** said it would be part of their proposal. Portions of the survey will be done by the RFP and they will turn that information over to the vendor. We will do an RFP and the vendor will help complete the survey. Coming back to the commission would be the survey, the ordinance, and an agreement with a vendor. They would force the vendor to do the survey with the city. **Commissioner Connell** inquired if they decided not to move forward, would they want to recoup their expenses? **CM Minner** replied that would be determined at the time of the RFP and he would report back accordingly. **Commissioner Connell** commented that he would like some real clarification on the citation authority. **CM Minner** remarked that the conversation he had with Commissioner Connell was about whether this would increase the city's costs and the immediate answer was no. It does not increase costs because the costs are shifted to the vendor. There could be cost increases that come in the form of how citations are ultimately issued. The vendor would install the camera and the camera would take a picture of the speeder. The speeder would receive a civil violation and a fine of one hundred dollars. Ninety percent of those are typically paid for without any questions by the offender. A civil violation does not come with any points on your license or any ramifications on your driving record, but it does have a fine of one hundred dollars. Hopefully, folks are more punitive and more careful when driving through school zones. The ten percent part of that is the transferring of civil infraction to a moving vehicle citation, which would then have implications on that. In Lake County, the state attorney's office does not process civil infractions. In this case, we are assuming that the vendor would want to prosecute those types of infractions to receive 50% of the revenue that they invested in the system. The tool that they have to change that infraction from a civil citation to a uniform traffic citation is the special magistrate. Ten percent of cases may go before the special magistrate. They would serve as the traffic court and enforce those fines. In that process, that is where the defendant would have to say who was driving and those types of things. The special magistrate will determine how to apply the fine. In that process there will be some additional police cases because, right now, if you get a speeding citation you will have to challenge that in district court. In this case, instead of going to Tavares, the officer would go before the special magistrate and they would duke it out. He does not see that as a significant amount of additional cost. There are some additional increases administratively for the officer issuing the tickets and we save them thirty minutes on driving back and forth to Tavares. Where they would see the increased costs are with the special magistrate meetings because those may last longer. The financial unknowns would not make it or break it. He does not know what ten percent is, but there may be a handful of tickets that the city would ultimately have to deal with. **Commissioner Reisman** noted that he spoke with the City of Eustis and they are in the process of putting this together. It was well received by the City of Eustis in terms of limiting speeding issues in school zones. Hopefully, the other ramifications that are associated with red light cameras are mitigated by the impacts which we see with driving safely for children and other pedestrians who walk in and out of the school zones. The cameras would only work during the flashing lights, so when the flashing lights are on, the camera is on. **Commissioner Berry** wanted to know if this would be after school hours as well. **CM Minner** stated that the statute allows the city to do this whenever the school zone is functioning. That is when the cameras are on. When the school zone lights are off, the cameras are off. **CA Watson** agreed that the law has time perimeters in terms of the before and after school hours. It would be regulated specifically for speeding. It would not be for any other type of surveillance. If there was an incidental crime caught on camera, that could be something that is subpoenaed and used as evidence, but the idea is specific to speeders during the school hours. **Commissioner Pederson** remarked that he is all for child safety, but he scratches his head on the vendor making money from this. It troubles him that they are funding this because it is a money maker. It would aggravate a lot of residents. The City of Orlando implemented

cameras for people running red lights. Then they reversed their decision due to all the controversy. He had little knowledge of that and he was unsure where he stood on this. He could support it from a child safety standpoint, but he does not remember the issues with the Orlando red lights and whether it was a legal threat against the city. He wanted to bring that to the city's attention. **Commissioner Reisman** answered that Keith Trunow and Taylor Yacosky passed something. **Police Chief (PC) Hicks** said the city got rid of them for the first reason mentioned, because it irritated people. There was a study that showed it reduced side collisions by a significant number, but it increased rear-end collisions more because if they saw a camera they would slam on their brakes and then get hit in the rear. It was mostly a political issue and people did not want to be on camera. That is why red light cameras were pulled out of quite a few cities, Clermont being one of them. There are still a ton of cities that have red light cameras. That was the issue and the speed zone cameras are specifically just for that area. They are not ALPR's, so they are not recording the tags or sending them to a database. There are a ton of companies that provide this and, yes, it is a profiteering model for them. **Commissioner Pederson** said he threw that out to be sure the commission was thinking it through all the way. The only one he ever read about was Orlando. He did not know other cities had tried it too. **PC Hicks** added that Orlando still has them, they just do not have as many. **Commissioner Connell** asked if this was to go in front of the special magistrate would they be taking the advice from the vendor that this person was going a certain speed through the school zone and who from the police department would testify in front of the special magistrate? **PC Hicks** replied that they certify every citation and that is where the cost associated to the city would be. He would use one of the police service aids that they approved last year. All the citations that are written come with the tag number and the speed of the camera. An officer would look at them. He was told it takes about fifteen seconds per citation for the officer, so they could do it once or twice a week and they could be challenged. For example, if he loans his car to someone, they could write an affidavit saying they loaned their car to their brother and their brother was the one speeding. He forgets what they call it, but it is a tattle tail deal because someone will have to pay that one hundred dollar fine. If it is a company vehicle, the company can then protest and say they did not know what driver drove that vehicle that particular day. It would then go before the magistrate and she would make a decision on whether that was a good enough excuse or not. They have responsibility for the vehicles going through the zones. It would be the officer and the police service aides who certify the citations that would go in front of the magistrate. **Commissioner Connell** wanted to know if that was based on the photos sent to the city. **PC Hicks** said yes. They have met with three or four vendors to talk about their product. There are different business models going and if there was any confusion and if the tag was not one hundred percent right or if there were any issues whatsoever, they would not be sent. They always err on the side of not sending it out. **Commissioner Reisman** asked what speeding in a school zone ticket costs. **PC Hicks** responded if they set the perimeters at eleven miles an hour over the posted speed, it would be over \$300.00 for that citation plus three or four points on your license. It is significantly over one hundred dollars and that is why they are at a 90% plus pay rate. **Mayor Burry** inquired if that was eleven miles an hour over the speed limit. **PC Hicks** said yes. In the State of Florida, you can drive up to five miles an hour over the speed limit and receive a warning. You can still get pulled over, but you would receive a written warning. Anything over that, you can receive a citation. They also take into account people's speedometers being off. They try to set that at a reasonable number. Eleven over in a school zone that is fifteen miles an hour and you see a car driving twenty-five miles an hour is not a shocking number. However, they are endangering people. Fifteen miles an hour is set on purpose because they know there will be people going over the speed limit. The people that usually go twenty-five miles an hour through that area will want to run a little faster. This will get the word out. In all reality, with that one hundred dollar hit, if that was the normal way to work, they would slow down going through the school zone. **Commissioner Reisman** said there was a thirty-day grace period on the tickets and there would be signs posted. He drives through two school zones every day and we cannot have officers located in every school zone, morning and afternoon. He is constantly being passed by speeders while children are on the sidewalks crossing the road. **Commissioner Pederson** questioned the terms of the

contract. Is it a typical city contract where it can be canceled and does it have a sixty-day termination clause? **PC Hicks** said that would be part of the RFP. He spoke with a couple of vendors and one wanted a five-year agreement, but that also depends on the survey. They have an exorbitant number of school zones in the city. There are seven schools and there are eleven or twelve school zones. Another company said they could do it and it's the company that Eustis is using. They said they could make a walkaway clause, no harm, no foul. Some other vendors have leased equipment involved so that would all be part of the RFP. **Commissioner Pederson** inquired what his opinion was on this. **PC Hicks** answered that he likes it because they receive a lot of complaints in the school zones and there is no reason to be speeding through a school zone. He likes it from the aspect of there being a grace period and it is only one hundred dollars and a no-point ticket. One hundred dollars for a lot of people is a lot of money. However, we have children walking through those sections. He was not necessarily a fan of the profit-based enforcement model which this is, but that is the nature of the business. When you weigh it out, ultimately someone is paying for the enforcement of safety. In school zones, it is important and kudos to them for coming up with that aspect of it. It is much less punitive if that steady camera reminder is there all the time. Every once in a while, they can put an officer in a school zone to zap them. They will, and that is a four or five hundred dollar ticket. **Commissioner Pederson** mentioned that he would support moving forward with this, but he would not support a five-year contract. He would prefer to see a one-to-three year contract just in case they receive a ton of complaints. **Commissioner Reisman** agreed with that and they could include a severability clause.

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 resolution.

2. **Resolution of the City Commission of the City of Leesburg, Florida, authorizing acquisition and installation of a newborn infant safety device at the Canal Street Fire Station for the purpose of receiving a surrendered newborn infant, providing treatment, and providing transportation to the nearest hospital having emergency services; directing the City Manager to oversee and ensure acquisition and installation of the newborn infant safety device; and providing an effective date.**

ADOPTED RESOLUTION 11,374

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

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

Mayor Burry requested comments from the Commission and the audience.

Amanda McLea, president of the Leesburg Sunrise Rotary, thanked the commission for the opportunity to speak. This would be a safety box for newborn surrendered infants. Florida is a safe haven state and a newborn infant can be brought to a safe haven location within the first seven days of birth as long as it is

unharmful and surrendered. This would provide an opportunity for the parent to do it in an anonymous manner. This allows them to bring the infant to a safe spot. They would place the infant in a box which is temperature-controlled. The box locks from the outside and a silent alarm is placed on the fire station and 911. There would be no fee to the city, it would be fully funded by the Rotary Club. It would be maintained as such throughout its course of being there. She hoped that the commission would fully support this. She brought some folks with her that she had spoken to and she appreciated their time.

Mayor Burry said the current policy is that a child can be surrendered to emergency services personnel and we record who surrenders the infant. **CA Watson** pointed out that the current statute contemplates surrendering the newborn infant to a human being. The statutes do not clearly allow surrendering of the newborn infant for treatment, transport and liability shield if the infant is surrendered to a box or a medical device. There was a bill in the legislature that was making its way through the last session. That bill would have included the infant safety device as a means or an avenue where the parent or someone else could surrender the newborn. However, that legislation did not pass, so the current version of the law contemplates delivery of the newborn to a human. There was a law that was intended to expand the options to allow surrender to a newborn infant's safety device. It created standards for those devices, but that law did not pass. The infant safety device is generally consistent with the intention or the goals of a safe haven law, which is to provide an avenue for a newborn infant to be surrendered safely, treated and transported. The infant would then be moved into a placement service. However, from a legal perspective, he has concerns when the statute addresses delivering the infant to a person. There was legislation intended to close that problem, but it did not pass. It leads him to believe that there is a gap there or the legislature would not have been looking to close the gap. He was concerned about the potential liability of the city or someone who may treat or transport the infant or if the infant was not surrendered in strict compliance with the current statutory perimeters.

Commissioner Reisman wanted clarification that there are one hundred and sixty of these around the country and one being Ocala. **CA Watson** said yes, he saw one in Ocala and there was a success story about that box. There was one infant surrendered and that infant was ultimately adopted by a fire fighter.

Commissioner Reisman agreed. The infant was adopted by the fire fighter that rescued her. **Mayor Burry** wanted to know how many infants have been surrendered to emergency personnel. **PC Hicks** stated there were none surrendered in Leesburg. **Commissioner Pederson** inquired about the period of time. In the last five years, have any infants been surrendered here? **PC Hicks** said there have not been any infants surrendered in the last twenty-seven years. **Commissioner Berry** inquired if there had been any reports of infants placed in dumpsters or on a doorstep somewhere. **PC Hicks** said no. **CM Minner** remarked that Commissioner Reisman brought this to his attention and he thought it was a topic that needed the consideration and deliberation of the legislative body. He did not want to make an administrative call on this because of the liability issues that go along with it. They talked about liability with Bikefest and there are shades of differences of liability in this. There are established laws and case law on what happens to a city if it is the sponsor of a beer distributor, but this clearly has no case law and there is no judicial review for what happens if an infant dies in the custody of public safety. The declination of a bill that did not pass leads the city attorney to a legal conclusion based on that information. We have a system in place and we are an established safe haven. If you go to the Canal Fire Station on the side of the door of that building on Canal Street, there is a sign that states it is a baby safe haven. That is not a speech to say no let's not do this, it is for informational purposes. If they decide to change the process, they would work with the Sunrise Rotary Club. He understands that they have the funds to put the baby box in place. He thought they needed to disclose the changes and there are benefits. As Ms. McLea pointed out it provides an ability for the parent to have a more secure environment to surrender the baby too. **Ms. McLea** added that part of the process is the ability to provide counseling and crisis counseling for that parent. They have resources within that box, so once it is opened, if they decide this is not what they want to happen, there will be a packet of information which includes a crisis hotline. They are really advertising this as a last resort. They are not advertising to drop the baby off in the box. It

is a safe haven and she understands the liability that is what she does for her job, but what happens if they just leave the infant on the doorstep? They still have to take the infant and transport it to the hospital. They still have the liability of an infant being left at the doorstep. There is one box in the State of Florida and it is located in Ocala. She challenged the commission to think through that liability for the community. As a mother of five, she has a blended family, with two of her own. She could not imagine being in that position. It is not necessarily out of not wanting a baby and getting rid of it, it is out of shame. She could not imagine walking into the fire department and handing her baby to someone.

Commissioner Connell wanted to clarify that the city attorney said if they drop an infant off to an individual, like a firefighter or a police officer, then there is legislation out there that would limit the liability, but if we have a drop off box there is no liability and the city could incur a lot more liability in that particular case. **CA Watson** agreed and read the state statutes that says if a newborn infant is placed in the physical custody of an employee or agent of a licensed agency or a fire department, such placement shall be considered and implied consent for treatment and transport a licensee fire department or an employee or an agent of a licensee or fire department. It is immune from criminal or civil liability for acting in good faith pursuant to the section, but not for their own negligence. They do have the shield for that personal delivery for the fire department, the employees and everyone else that works at the Fire Department. With the proposed legislative change, that shield would have extended to the baby box, but that did not pass, so that liability shield only applies to this. **Mayor Burry** asked if he had any additional information about why it did not pass. **CA Watson** said no. It died in the committee and he was unsure why. **CM Minner** remarked that he did not want the commission to question why they were cutting a hole in the wall at the fire station without having a discussion about liability. As they talk about liability, and a lot of other stuff, the liability that they are talking about is very extreme. They heard from the chief that there have been zero infants surrendered over the last twenty-seven years. He does not see a lot of babies being dropped in the boxes at the Canal Station. It is a legitimate endeavor to help promote the safety of infants in the community. However, liability is an issue and it was important to have a public discussion. Note, the liability is an extreme matter and we will have one hundred falling or tripping claim suits before a suit about this. However, they needed to have this conversation before cutting holes in the wall. **Commissioner Reisman** said if it saves one baby, that is worth it. **Commissioner Pederson** asked if they could do it at the hospital. **CM Minner** replied that he had a conversation with Phil Braun from the hospital and they struggled with the same thing. They were struggling with it and we are now dealing with it. The same issues that the city has the hospital has and the number one issue with the Canal Fire Station is that it is the number one busiest fire station in Lake County. The second busiest is our Griffin Fire Station. Our two primary baby dropoff areas would be one of those two stations and eight times out of ten the station will not have emergency personnel there because they are out on a call. It is just that busy. It is a statistical thing and we are in the abstract. The hospital will struggle with the same type of liability and the hospital will struggle with doctors and nurses who are taxed with their work and who will get the baby out of the box if they are tied up. Those are extreme circumstances. Probably ninety-nine times out of one hundred they will not have a problem. However, public conversation needed to be had so everyone was aware of what was going on. Everyone needed to review this in a public manner and issue a formal directive to change the legislative policy from the baby sanctuary to the baby dropbox.

Commissioner Reisman said he hopes that box will never be used, but if it provides an option for a single mother who is at her last resort, she could drop her baby there. He would like to give her that option. **CA Watson** said what they do not want is questions that come up later about it not being included within the legislation. They want to make sure everyone is fully informed in terms of the issues so they can make the best decision. **Mayor Burry** mentioned that Ocala is the only city in the state that has this. How many babies have been surrendered in the box and how long have they had it? **Commissioner Reisman** said they have had it since 2020. **CM Minner** added that Sandra Wilson, the housing director, was their city manager and it was during the time that she was the city manager when they decided to put the box in. It just so happened that Sandra Wilson, Joe Mera and himself were in the office when they were talking to the city attorney about this. **Commissioner Connell** believes it is a great

idea, but with what the city attorney said and the lack of other municipalities in the state along with the hospital not wanting to do this, there has to be some reasons for that. It really is about liability and we have numerous fire departments, and a hospital where they can drop their child off. There are numerous other possibilities other than putting the infant in a box and driving away. The lack of support from the other cities throughout the state speaks volume and most jurisdictions do not want this type of liability, nor does the hospital. **Commissioner Pederson** inquired if there was an agreement for this and if we were bound by it? Is there a contractual agreement because it is a non-profit organization funding it for the city's benefit? How would the city get out of it if we needed to? **CM Minner** stated they would come back and have the same type of meeting to take the baby box out. If this passes tonight, city staff will get back with the Rotary Club to establish how to get the baby box in. **Mayor Burry** asked for any further discussions. There were none.

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 resolution.

7. INFORMATIONAL REPORTS:

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

A. None

8. CITY ATTORNEY ITEMS:

CA Watson had no items to discuss.

9. CITY MANAGER ITEMS:

CM Minner commented about the storm brewing. The emergency operating center and emergency team are in place. They have already started the preliminary prepwork. They will keep an eye on the storm. They have the latest information on the city's website and Facebook page. He recommended that everyone have their supplies ready and to be safe. Monitor the city and the county websites. There will be further determinations made about noon tomorrow on what the city will do with closings. The county and the school board have already decided to close on Wednesday. The City of Tavares has already decided to close on Wednesday and they are closing at noon on Tuesday. The noon hour will provide more information. They will be watching the storm.

10. ROLL CALL:

Commissioner Berry had no comment.

Commissioner Pederson had no further comment.

Commissioner Reisman commented that he would like to invite everyone out to the Leesburg Blue Foundation 5k at the Leesburg Airport on September 9th. It will be a fun time running the runways. They currently have 218 participants. He had a QR code or anyone can go on Facebook to search for the Leesburg Blue Foundation 5k. All the proceeds benefit the Leesburg Blue Foundation. There are a lot of vacancies on the city's boards. If you are a Leesburg resident, go to the city's website and put an application in for consideration. Lastly, about the Lakefront TV RFP, he spoke with the city manager about there being a part of the RFP designated for marketing and branding. **CM Minner** said they did not put marketing and branding in the RFP. The RFP sought to get out public dissemination and the media in English. The video segments that Dr. Anna Marie and Facci Bella do for the city where she profiles different departments and accomplishments for different businesses. It is the TV media production that is broadcast on Lakefront TV as well as the airing of various meetings. The budget for that is \$175,000 per year. That is under public information in the general fund and the city pays that bill. The RFP contemplates just that service. During the visioning meeting back in May, there was talk about rebranding the city, but that was not tackled in this fiscal year's budget. They could put the marketing concept into the RFP, but there are two different delivery methods. They have the TV production side of it, but the bigger question is the media, and that is not a Facci Bella production. It is Lakefront TV and the city's entity; that is the jpeg that the city uses. It decimates a public message broadcast on access. That is a requirement from the state and the information companies are required to provide that to cities by state law. Is the media getting out the message? They had that conversation briefly at the workshop and collectively they did want to look at it, but they did not dive into it anymore. This RFP does not contemplate that. It is something they could drill down into if they want that marketing message to be in the RFP, but it would be difficult and would require a redraft. **Mayor Burry** asked when he said marketing is that marketing the city to companies? **Commissioner Reisman** said he knows we are sports tourism, but we do not state who we are and what we are. We do not have that based off the visioning session that was held. **CM Minner** said Tavares is the classic example because they marketed and branded themselves the seaplane capital and that was a very successful marketing campaign. Leesburg has been the Lakefront City for a long time and it is that marketing concept that we want to do. When he thinks of marketing, he thinks of hiring a marketing PR firm that reviews the brand and disseminates a different marketing message that would be on the website, the automobiles, and our pamphlets.

Commissioner Connell had nothing further to discuss.

Mayor Burry had nothing further to comment on.

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.

With a motion by Commissioner Reisman and a second by Commissioner Pederson, the meeting

adjourned at 7:40 p.m.

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.B.1.

Meeting Date: September 11, 2023

From: Aaliyah Davis, (Purchasing Manager)

Subject: Resolution of the City Commission of the City of Leesburg, Florida authorized the Mayor and City Clerk to execute Amendment Three to Brightview Landscape Services, Inc.; and providing an effective date.

Staff Recommendation:

Staff recommends approval of the resolution authorizing the execution of Amendment Three to an existing agreement with Brightview Landscape Service for landscape maintenance services.

Analysis:

On March 24, 2019, the City Commission approved Resolution 10,373 authorizing the award of Invitation for Bid (IFB)190161 and landscape maintenance agreement with Brightview Landscape Service for landscape maintenance services along highway right of way (ROW), where the City has accepted maintenance responsibility from Florida Department of Transportation (FDOT). The areas the City are responsible for consist of:

Area 1 - US-441 from CR-473 to Airport View

Area 2 - US-441/27 Gateway Area

Area 3 - US-441 from Airport View to Sleepy Hollow Road

Area 4 - US-441 from Sleepy Hollow Road to Marion Street (near US-441/27 gateway area)

Area 5 - US-27 from Gateway (approx. Marion St) south to State Road 48

Area 6 - US-441 from Griffin Road to Dr. Martin Luther King Dr. (Walmart)

Area 7 - Dixie Avenue from US-441 to US-27

The maintenance activities include litter pick-up, mowing, string trimming, and blowing. During specific time periods, the contractor will also mulch areas 1, 2, 7 and palms will be trimmed in the same areas. The City receives partial reimbursement from FDOT.

Procurement Analysis:

The initial term of the agreement ends September 30, 2023 and staff requests the agreement to be extended an additional term through September 30, 2025 as allowed by the contract.

Options:

1. Approve the resolution authorizing execution of the amendment with Brightview Landscape Service,

Inc.; or

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

Fiscal Impact:

This contract will be a city-wide contract. When departments order services under the contract, they will pay for the services from the appropriate expense accounts within their department.

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA AUTHORIZED THE MAYOR AND CITY CLERK TO EXECUTE
AMENDMENT THREE TO BRIGHTVIEW LANDSCAPE SERVICES, INC.;
AND PROVIDING AN EFFECTIVE DATE.**

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

THAT the Mayor and City Clerk are hereby authorized to execute an agreement with Brightview Landscape Services, Inc., whose address is 401 Plymouth Road Suite 500, Plymouth Meeting, Pennsylvania 19462, for citywide lawn 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 11th day of September 2023.

Mayor

ATTEST:

City Clerk

**AMENDMENT THREE TO A
LANDSCAPE MAINTENANCE SERVICES AGREEMENT**

THIS AGREEMENT is made as of the 11th day of September 2023, between **THE CITY OF LEESBURG, FLORIDA** 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 **BRIGHTVIEW LANDSCAPE SERVICES, INC.** whose address is 401 Plymouth Meeting, Pennsylvania 19462, FEIN 95-4194223 (hereinafter referred to as the “CONTRACTOR”).

RECITALS:

THAT, 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, the parties wish to amend the Agreement and have entered into this Amendment for that purpose.

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:

WITNESSETH:

The above recitals are true and correct and are incorporated by reference herein and made a part hereof.

1. AMENDMENT

a. Term.

The parties agree to extend the term of the Agreement through September 30, 2022. Extension through September 30, 2025 is made to align future renewals with the CITY’s fiscal year and budget.

b. Additional Service Areas.

The City may add additional right of way Service Areas to the contract if the parties mutually agree to the added areas and pricing. Added Service Areas will be documented in writing by execution of a memorandum of understanding (MOU). The MOU may be executed by the CONTRACTOR and the CITY’s City Manager.

2. 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 CONTRACTOR other than as defined above.

3. 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.

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to the Agreement for landscape maintenance services.

BRIGHTVIEW LANDSCAPE SERVICES, INC.

By: _____

Printed: _____

Its: _____
(Title)

CITY OF LEESBURG, FLORIDA

James A Burry Jr., Mayor

ATTEST:

J. Andi Purvis, City Clerk

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.B.2.

Meeting Date: September 11, 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 an Agreement with Faithworks Total Ground Maintenance, LLC and Pierce Landscaping and Outdoor Services, LLC for Lot Mowing, Debris Clean-Up & Board-Up Services; and providing an effective date.

Staff Recommendation:

Staff recommends awarding Invitation For Bid (IFB) 231001 to Faithworks Total Ground Maintenance, LLC and Pierce Landscaping and Outdoor Services, LLC and approval of the resolution authorizing execution of a Continuing Agreement with Faithworks Total Ground Maintenance, LLC and Pierce Landscaping and Outdoor Services, LLC; for Lot Mowing, Debris Clean-Up and Board-Up Services.

Analysis:

The purpose of this IFB is to establish a contract for On-Call Lot Mowing, Debris Clean-up & Board-Up Services as needed at various improved and unimproved lot locations within the City of Leesburg. The vendor shall be responsible for the following services:

1. Mowing
2. Debris Clean Up (debris to be placed at the curb for pick-up by City Solid Waste Division.
3. Board-Up Services (Structures)

The services under this contract will be ordered primarily by the City of Leesburg Code Enforcement Division of the Police Department. Work ordered will be a result of City code of ordinance violations with regard to property condition and lack of general maintenance.

Procurement Analysis:

The Procurement Division issued Invitation For Bid 231001 on June 14, 2023. On July 18, 2023 the City received two (2) bids. The responses were reviewed by staff and determined to be responsive and responsible. The department determined it would be in the best interest to award to both Faithworks Total Ground Maintenance, LLC and Pierce Landscaping and Outdoor Services, LLC.

Options:

1. Approve award of RFQ 231001 and approval of the resolution authorizing execution of the agreement

with Faithworks Total Ground Maintenance, LLC and Pierce Landscaping and Outdoor Services, LLC; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

Funds will be paid out of the respective various department's budgets.

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE
AN AGREEMENT FOR LOT MOWING, DEBRIS CLEAN-UP & BOARD-UP
SERVICES WITH FAITHWORKS TOTAL GROUND MAINTENANCE, LLC.;
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 FAITHWORKS TOTAL GROUND MAINTENANCE, LLC. whose address is 2401 W. OLD HIGHWAY 441, B1, MT. DORA, FL 32757, for LOT MOWING, DEBRIS CLEAN-UP & BOARD-UP SERVICES (IFB 231001).

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 11th day of September 2023.

Mayor

ATTEST:

City Clerk



231001 - Lot Mowing, Debris Clean-up & Board-Up Services

Project Overview

Project Details	
Reference ID	231001
Project Name	Lot Mowing, Debris Clean-up & Board-Up Services
Project Owner	Maria Hritz
Project Type	IFB
Department	Public Works Department
Budget	\$0.00 - \$0.00
Project Description	The purpose of this solicitation is to obtain On-Call Lot Mowing, Debris Clean-up & Board-Up services. The contractor shall furnish/supply all labor, equipment, fuel, materials and any other items needed to perform all operations necessary in accordance with the specifications as described in Solicitation Package, and subject to the terms and conditions of the contract.
Open Date	Jun 14, 2023 9:00 AM EDT
Close Date	Jul 18, 2023 2:00 PM EDT

SPECIAL TERMS & CONDITIONS

ST-1. PROJECT DESCRIPTION

The purpose of this solicitation is to obtain On-Call Lot Mowing, Debris Clean-up & Board-Up services. The contractor shall furnish/supply all labor, equipment, fuel, materials and any other items needed to perform all operations necessary in accordance with the specifications as described in Solicitation Package, and subject to the terms and conditions of the contract.

ST-2. SITE INSPECTION AND INFORMATION

Suppliers are responsible for inspecting the site and familiarizing themselves with the location and conditions. Suppliers must make all necessary measurements to determine quantities of materials required. Interested vendors may view the following sites as example sites:

Typical Sites
1116 W. Main St., Leesburg, FL
914-1/2 Stinson St., Leesburg, FL
1605 Hampton St., Leesburg, FL
1612 W. Line St., Leesburg, FL

ST-3. DISCREPANCIES AND OMISSIONS

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

ST-4. ELIGIBILITY

Responses will only be considered from vendors which are regularly engaged in the business of providing the services requested in this solicitation, and who have verifiable evidence of a consistent satisfactory record of performance. Vendors must also possess the necessary equipment and staff to perform these services. Suppliers must have a minimum of three (3) years' experience in performing the same or similar work required. Satisfactory past performance will be verified by checking the past project references provided and through any other means or methods determined by the City.

ST-5. RESTRICTED DISCUSSIONS

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

ST-6. BID OPENING

There will not be a public bid opening for this solicitation.

ST-7. METHOD OF AWARD

The City intends to award one or more contracts as deemed necessary to the lowest responsible and responsive bidder(s) submitting the most favorable bids. The City may award one or more Groups (see Item Bid Schedule i.e. Groups A through C in Section 4). Contractors may bid on one, two, or all Groups. **Submitting a bid on all Groups is NOT necessary to be considered for award but bidders must submit a bid price on all items within a Group to be considered for award of that Group.**

- a. **Primary Contractor** – The lowest responsible and responsive bidder will be designated the Primary Contractor. This contractor will be called first.
- b. **First Alternate** – The second lowest responsible and responsive bidder will be designated the First Alternate. This contractor will be called if the Primary Contractor is unable to accept a work assignment.
- c. If at any time during the term of the contract the Primary Contractor can no longer provide services or its services are terminated then the First Alternate will be designated as the Primary Contractor.
- d. The City's Local Vendor Preference as described in this section will be applicable.

ST-8. ACCEPTANCE OF GOODS AND SERVICES

The services rendered under the contract will not be deemed complete, until a physical inspection of 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 services purchased as a result of this solicitation may be inspected for compliance with specifications. In the event that any aspect of the services provided is found to not conform to the specifications, the City reserves the right to terminate the contract or initiate corrective action on the part of the vendor. The vendor 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 service that does not conform to the contract specifications.

In addition, any service not 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 service cost shall be withheld from any monies owed to the contractor by the City for any contract or financial obligation.

Work performed under a contract resulting from this solicitation will be inspected by an authorized representative of the City. This inspection shall be performed to determine acceptance of work and appropriate invoicing.

ST-9. QUANTITIES

Measurements and quantities which may be given are estimates only, given for informational purposes.

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

ST-10. CONTRACT

The contract resulting from this solicitation will be an Indefinite Quantity Unit Price agreement with no guarantee that services will be required. The City does not guarantee a minimum or maximum dollar amount to be expended on any contract resulting from this solicitation. The estimated quantities cited in the Schedule of Bid Items are estimates only.

ST-11. METHOD OF PAYMENT

All invoices shall contain the purchase order number, date and location of delivery or service, and confirmation of acceptance of the goods or services by the appropriate City representative. 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.

ST-12. TERM OF CONTRACT

The City intends for each contract award be for an initial period of three (3) years. The agreement(s) may be renewed for no more than three (3) additional years.

ST-13. FIRM FIXED PRICE PERIOD

All Pricing will be firm and fixed through the Initial Term of the Contract. For any contract renewal periods, the Contractor may request a price adjustment in accordance with the Price Adjustment clause.

ST-14. PRICE ADJUSTMENT

Work will be completed for the prices entered on the Schedule of Bid Items.

- a. Prices shall remain firm for the first 36-month term of any resulting agreement.
- b. All trip charges, mileage, vehicle charges, travel time and labor are to be included in the unit rate.
- c. In the event of industry-wide market changes, the awarded bidder may request justifiable price changes to a resulting annual agreement at the time of extension. A minimum of sixty (60) days advance written notice of such change is required along with a written explanation for the price increase. If the price adjustment is requested, the City, at the City's sole option, may deny the price adjustment and rebid the agreement, transfer the bid award to the next lowest bidder, extend the agreement at the new prices on a month to month basis, or accept the new prices and continue the agreement. In the event of such price adjustments, any purchase orders, shipping releases, or work requests issued prior to the effective date of the requested change shall be at the original price.
- d. Estimated usage for each item is listed on the bid form. This is an estimated figure only and no guarantee is made or implied as to the actual quantities that will be acquired under resulting agreements. Quantities listed herein are subject to increase or decrease during the term of the agreement. In either occurrence, the Contractor will perform the work at

the unit price as bid. The City, at its discretion, may authorize an initial agreement for a greater not-to-exceed amount than that submitted by the bidder.

ST-15. COMPLIANCE

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

ST-16. LABOR, MATERIALS, AND EQUIPMENT SHALL BE SUPPLIED BY THE VENDOR

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

ST-17. LICENSES

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

The contractor must hold the necessary valid license for the type of work to be performed during the duration of the project. The license must be effective at the time their bid is submitted.

ST-18. CONTRACTORS ACCEPTANCE OF CONDITIONS

The Contractor hereby agrees that he has carefully examined the surface of the site and surrounding areas to fully satisfy himself that such site is a correct and suitable one for this work and he assumes full responsibility therefore. The provisions of this contract shall control any inconsistent provisions contained in the specifications. All Drawings and Specifications have been read and carefully considered by the Contractor, who understands the same, and agrees to their sufficiency for the work to be done. It is expressly agreed that under no circumstances, conditions or situations shall this contract be more strongly construed against the City than against the Contractor and his Surety.

ST-19. FAILURE TO COMPLETE THE WORK ON TIME

Failure to complete the work as described in the Contract may result in Termination for Cause.

ST-20. CITY TREE ORDINANCE AND PERMITS

The City of Leesburg does have a Tree Ordinance related to the removal of trees. Should any work performed under a contract require the removal of a tree and it is determined a City of Leesburg permit is required, City shall take full responsibility for obtaining the permit and paying any fees related to the permit prior to the work being performed.

ST-21. LOCAL VENDOR PREFERENCE

Applicable to procurements when the cost of the awarded work/contract is \$25,000 or greater. The City of Leesburg applies a Local Vendor Preference (LVP) for the purchase of personal

property, general services, and professional services by means of competitive bid, request for proposals, qualifications or other submittals and competitive negotiation and selection. Except where federal or state law/requirements mandate to the contrary, preference shall be given to Local Vendors in the following manner:

- a. **“Tier I Local Vendor”** shall be defined as the primary Business Office or a Full Time Sales Office of the vendor being located within the City of Leesburg or the vendor receiving one or more Utility Services from the City of Leesburg.
 - i. **Tier I Local Vendor** - Under a Competitive Solicitation, the City may give a preference to a Tier I Local Vendor in the amount of five percent (5%) of the bid price or \$25,000, whichever is less.
- b. **“Tier II Local Vendor”** shall be defined as the primary Business Office or a Full Time Sales Office of the vendor not meeting the definition of a Tier I Local Vendor but nonetheless being located within the 20-Mile Radius as defined in this policy.
 - i. **Tier II Local Vendor** - Under a Competitive Solicitation, the City may give a preference to a Tier II Local Vendor in the amount of two percent (2%) of the bid price or \$10,000, whichever is less.

ST-22. RISK OF LOSS

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

The vendor 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 any subsequent contract. The vendor shall pay all claims and losses of any nature whatsoever in connection therewith, and shall defend all suits, in the name of the City when applicable, and shall pay all costs and judgments which may issue thereon.

ST-23. ILLEGAL ALIEN LABOR

CONTRACTOR shall comply with all provisions of the Federal Immigration and Control Act of 1986 (8 U.S. Code § 1324 a) and any successor federal laws, as well as all provisions of Section 448.09, Florida Statutes, prohibiting the hiring and continued employment of aliens not authorized to work in the United States. Contractor shall not knowingly employ or contract with an illegal alien to perform work under this contract or enter into a contract with a subcontractor that fails to certify to the contractor that the subcontractor is in compliance with the terms stated within. The General Contractor nor any subcontractor employed by him shall not knowingly employ or contract with an illegal alien to perform work under this contract. Contractor agrees that it shall confirm the employment eligibility of all employees through participation in E-Verify or an employment eligibility program approved by the Social Security Administration and will require same requirement to confirm employment eligibility of all subcontractors. All cost incurred to initiate and sustain the aforementioned programs shall be included in contract price. Failure to meet this requirement may result in contract termination by the City.

ST-24. EMPLOYMENT ELIGIILITY

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.

ST-25. FAIR LABOR STANDARDS ACT

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

ST-26. UTILIZATION BY OTHER AGENCIES

While this IFB is prepared on behalf of the City of Leesburg, it is intended to apply for the benefit of governmental agencies/jurisdictions/entities as though they were expressly named throughout the document. Each agency/jurisdiction/entity may purchase from the awarded Contractor under the same terms and conditions of the contract with the City of Leesburg, in accordance with each agencies/jurisdictions/entities respective laws and regulations. Using agencies shall be responsible for their product ordering and payment of invoices.

[END OF SPECIAL TERMS & CONDITIONS]

SCOPE OF WORK

SW-1. PURPOSE AND INTENT

The purpose of this solicitation is to establish a contract for On-Call Lot Mowing, Debris Clean-up & Board-Up Services as needed at various improved and unimproved lot locations within the City of Leesburg. The vendor shall be responsible for the following services:

- a. Mowing
- b. Debris Clean Up (debris to be placed at the curb for pick-up by City Solid Waste Division.
- c. Board-Up Services (Structures)

The services under this contract will be ordered primarily by the City of Leesburg Code Enforcement Division of the Police Department. Work ordered will be a result of City code of ordinance violations with regard to property condition and lack of general maintenance.

SW-2. PERFORMANCE

The nature of the services to be performed as part of any subsequent contract is to take corrective action at the properties ordered which will include private residential and commercial properties for immediate non-compliance ordinance violations as directed by the City. As these services are deemed abatement actions, for which direct costs, administrative fees, and/or court appearance tickets may be issued to those parties found in need of corrective action, the reliability, professionalism and the ability to perform error-free nuisance abatements are of primary importance when selecting a potential contractor.

As part of any subsequent contract, the Contractor will provide and abide by the following provisions:

- a. All labor, equipment and materials necessary to perform the essential functions of this contract.
- b. A sufficient number of workers to complete the work in the required/specified amount of time
- c. The Contractor must respond to all work orders within a 24-hour time frame. All work orders will be provided to the Contractor by electronic mail (e-mail) by the City Representative.
- d. The Contractor shall complete their section(s) of the Work Order at the completion of all work assignments; delivered electronically to the City Representative at the end of the business day the work was completed.
- e. Contractor shall provide invoices for completed work orders no more than two (2) times per month. Each invoice shall include all work completed up to the time of invoicing but not previously claimed on any previous invoice. Information on invoice MUST include the physical street address of the property.

- f. All Contractor employees must be at least eighteen years of age and be readily identified, i.e., company shirts, hats, etc.
- g. All vehicles (does not include equipment such as mowers) being used by the Contractor are required to display the company name in four (4) inch high letters. Magnetic signage is acceptable.

SW-3. GENERAL REQUIREMENTS

- a. The Contractor shall be experienced with the type of work requested in this solicitation in order to complete the tasks assigned in accordance with the specifications within this document, and as directed by the City Representative. The Contractor shall have the ability and the equipment to complete all work within the specified time.
- b. The City uses a Work Order form that shall be e-mailed to the Contractor. The form shall include the necessary information for the work to be accomplished as requested by the City Representative. No work shall commence without the issuance of this form except in the case of an emergency. If an emergency occurs, the City Representative may give the Contractor the authority to start the work without the form. If this occurs, the City Representative shall issue the form at the earliest convenient time.
- c. The Contractor shall base the cost for this service according to the conditions on the Work Order form and the pricing established in Schedule of Bid Items. This cost shall be all inclusive to include all items, such as but not limited to equipment, materials, and labor to complete the tasks as outlined
- d. If the Contractor considers there may be a discrepancy with any of the items stated on the Work Order form, they shall report to the City Representative and request an onsite visit. The City Representative and the Contractor shall then meet on site to discuss the differences. If any adjustments are agreed to, the City Representative shall re-issue the Work Order form with the corrections. The Contractor shall then commence with the work.
- e. The Contractor's acceptance of the Work Order form shall guarantee a not to exceed price for the work to be performed. No change orders, modification of quantities, or addition of line items will be provided after acceptance is provided for the performance of work under the original scope. A new Project Order form will be provided for work differing from the original scope of work documents.
- f. The Contractor shall have **three (3) business days** from receipt of the Work Order form to complete the work unless otherwise approved by the City Representative.
- g. The Contractor shall be fully responsible for maintaining in good condition all items that are not being removed, such as but not limited to existing trees, turf, and shrubs situated within the designated right-of-way and on private property adjacent to the area(s) designated on the Work Order form.
- h. All services performed as part of this solicitation shall be completed using best practice methods as set forth by local, state or federal authorities; or to the specifications here within, whichever is more stringent.

- i. If any service is anticipated to take place on adjoining private property, the Contractor shall contact the Owner to get permission to enter the property.
- j. The Contractor shall guard against damage. Any damage caused by the vendor shall be repaired at no cost to the City and to the satisfaction of the City Representative.
- k. The Contractor shall notify the City Representative of the completion of each Work Order within twenty-four (24) hours. The City Representative shall inspect the work performed and acknowledge that the job has been completed satisfactorily and in accordance with the terms of the Agreement.

SW-4. LOT MOWING - GROUP A

- a. This work shall be performed at the unit price established in the Schedule of Bid Items.
- b. Prior to work beginning Contractor may meet with the City Representative to review the specific lot(s) to be mowed.
- c. **Mowing Requirements** - Mowing of turf areas shall be defined to include the following:
 1. The Contractor shall furnish all labor, supervision, supplies, materials, tools, and equipment needed for the performance of the services described herein. The CITY will not provide supplies, materials, tools, or equipment to the Contractor, nor will it be responsible for any damages to the Contractor's tools or equipment.
 2. Without exception, litter, small limbs or branches from trees, debris, et cetera, shall be picked up off the ground in the area to be mowed prior to each mowing. Litter shall be disposed in a proper container or method. CITY will make a reasonable effort to remove any unusually large accumulations of litter. The Contractor shall contact City Representative for the removal of any trees, large limbs or branches which might fall into designated mowing areas due to storm or weather activity or for the removal of any other unusual refuse items.
 3. Turf shall not be cut shorter than 3 inches in height or higher than 4 inches from the ground unless otherwise directed by the City Representative. Turf is defined as that vegetation including lawn grasses which may also include a mixture of wildflowers, weeds or similar growth normally cut as part of the turf. Turf shall be cut at a constant height that will encourage healthy growth and neatly exhibit the lawn. In order to avoid damage to turf areas, mowing shall be suspended during any rainfall event (beyond a light drizzle) or when standing water conditions are present. The Contractor is required to immediately repair, to the City Representative's satisfaction, any turf damage caused by Contractor's equipment (e.g., blade/tire gouges, oil and fuel spills).
 4. Mowing should be performed at the earliest practical time of the day. Mowing will not be permitted before 8:00 a.m. or after 8:00 p.m. weekdays and Saturdays; or between 8:00 a.m. and 12:00 noon on Sundays. Prior authorization is required to mow on a holiday. Authorization to mow on a holiday may be granted because of adverse weather that delayed mowing during normal operating times.

5. At each mowing, turf shall be neatly trimmed in such a manner that no growth (e.g., grass, weeds, etc.) directly touches any concrete or asphalt surfaces, fire hydrants, utility poles, signs, guard rails, or other improvements. Trimming around trees is not necessary.
6. Tree damage will not be tolerated. Care must be taken with all power mowers, monofilament line trimmers, and manual equipment so as not to damage trees. This includes both damage to tree trunks and limbs.
7. Upon consultation with the City Representative, the Contractor may be permitted to utilize approved chemical treatment(s), (e.g., Roundup) on a limited basis to supplement manual trimming work. The Contractor shall not be permitted to utilize chemical treatment(s) to eliminate areas viewed as difficult to mow and/or trim. The Contractor, if utilizing such chemical treatment(s), shall be required to hold all required licenses or certifications as needed for such applications and to provide evidence of the same. Contractor shall not use chemicals on CITY property without the expressed and written consent of the City Representative. For a request to be considered:
 - i. Submit it in writing to the City Representative.
 - ii. Include a copy of your charter from the State of Florida Department of Agriculture to spray chemicals.
 - iii. Include a copy of your insurance coverage to spray chemicals.
 - iv. Include a copy of your bond for spraying chemicals. Include a copy of the MSDS for the proposed chemical.
8. All clippings and other debris produced from mowing and Contractor's equipment clean up shall be removed from surfaces of roads, walkways, paths, parking lots, mulched areas, and similar surfaces immediately following completion of the mowing at each site. When possible, the Contractor shall direct clippings produced from mowing away from landscape beds and other mulched areas while mowing.

SW-5. DEBRIS CLEAN-UP - GROUP B

Contractor is to clean-up debris from property specified in Work Order and place at the curb as described below. If debris is discovered, contractor is to move debris to curbside and contact City Representative listed on the Work Order. Contractor shall only remove debris from property if Work Order (submitted to Contractor by City Representative) states to do so (NOTE: CITY will address towable vehicles, trailer, boats, or recreational vehicles).

Debris placed a curbside for pick-up by the City Solid Waste Division must be segregated by the type of debris as categorized below.

Contractor is not permitted to haul-off any debris on the property. All debris will be placed at the curb for proper pick-up and disposal by the City Solid Waste Division. If it is found a Contractor is taking or hauling away debris their contract may be terminated immediately.

d. Garbage

Contractor is to move curbside and notify the City Representative when the work is completed and debris is ready for pick up. Includes but not limited to:

1. Garbage must be placed in closed plastic bags. Bags used must be contractor grade, 42 gallon, 3-mil thickness.
2. Each garbage container or bag cannot weigh more than 40 pounds.
3. Place all containers and items no more than three feet from the curb. Stack bags and other items neatly.
4. Auto parts are not accepted. Contact the City Representative if found and move to curbside.
5. Do not mix household hazardous waste, motor oil, recyclables, needles or yard waste in garbage containers or bags.

e. Appliances and Electronics

Contractor is to move curbside and notify the City Representative when the work is completed and debris is ready for pick up. Includes but not limited to:

1. Stoves, ovens and stove tops.
2. Microwaves.
3. Trash compactors.
4. Washing machines.
5. Water Heaters.
6. Televisions.
7. Computers.
8. Fax machines.
9. Keyboards.
10. Air conditioners (window units only).
11. Clothes dryers.
12. Dehumidifiers.
13. Dishwashers.
14. Refrigerators and Freezers **(remove food and bag as garbage and take doors off).**

f. Bulk Items

Contractor is to move curbside and notify the City Representative when the work is completed and debris is ready for pick up. Includes but not limited to:

1. Furniture.
2. Bathroom fixtures – toilet, sink and small vanity.
3. Barbeque grills – remove the propane cylinder before placing the barbeque grill at the curb for pickup.
4. Carpet – must be cut to four feet in length, no heavier than 40 pounds, rolled and tied or folded and tied.
5. Push lawnmowers – remove the oil and gas before placing the mower at the curb for pickup.
6. Wooden pallets.
7. Any items made of metal that are not food containers are considered bulk items and require notification of the City Representative.

g. Oversized Items

Contractor is to move curbside and notify the City Representative when the work is completed and debris is ready for pick up. Includes but not limited to:

8. Basketball poles.
9. Bathtubs.
10. Carpet – rolls longer than four feet.
11. Christmas trees more than six feet tall.
12. Construction Debris exceeding four 32 – gallon containers.
13. Garage doors and Openers.
14. Large exercise equipment.
15. Large glass windows and tabletops.
16. Larger mirrors.
17. Pianos and organs.
18. Picnic tables.
19. Playground equipment.
20. Riding lawn mowers.
21. Sheds.
22. Sliding glass doors.
23. Fencing - unprepared.

h. Yard Waste

Contractor may take yard debris or choose to leave curbside. When leaving curbside, contractor is to prepare as stated:

1. Each container, bag or bundle cannot be more than four feet in length or weigh more than 40 pounds per piece. Place yard waste in containers or tie in bundles.
2. Branches, limbs and stumps cannot exceed 16 inches in diameter or weigh more than 40 pounds per piece.
3. Treated wood is not considered yard waste. Place treated wood with your garbage for collection.
4. Remove all tinsel and ornaments from holiday trees before placing them at the curb. Trees taller than six feet must be cut in half.
5. Yard waste placed in cardboard.

i. Motor Oil and Filters

Contractor is to move curbside and prepare as stated:

6. Place oil in plastic containers with a screw top cap. Label the container “used oil.” Place filters in sealed clear plastic bags.
7. If more than 5 gallons is at curbside, contractor is to notify the City Representative.

j. Tires

Contractor is to move curbside and prepare as stated:

1. Automotive tires up to 25 inches in diameter, either on or off the rims, can be placed next to your garbage for pick-up.
2. Limit of four tires.

3. If tire amount exceeds four, contractor is to contact the City Representative to schedule a pick up.
4. Do not place tires in garbage containers.

k. Needles

1. Contractor is to notify the City Representative.
2. Never place needles or lancets in garbage or recycling bins.

l. Recycling

1. The City does not require the separate of recyclable materials.

CONTRACTOR SHALL CONTACT THE CITY REPRESENTATIVE IMMEDIATELY IF THEY FIND DEBRIS ON THE PROPERTY AND THE WORK ORDER DOES NOT REQUEST DEBRIS TO BE MOVED TO CURBSIDE. CONTRACTOR IS NOT TO PERFORM ANY WORK OUTSIDE OF THE SPECIFIED SCOPE UNTIL THE ASSIGNED THE CITY REPRESENTATIVE HAS BEEN NOTIFIED.

SW-6. BOARDING-UP OF STRUCTURES - GROUP C

The Contractor shall provide all management, tools, equipment, supplies and labor necessary to ensure that the specified Board Up is in accordance with the specification described below:

- a. All work related to UNFIT/UNSAFE structures ordinarily should be performed during normal business hours (8am – 4pm) on weekdays only. Board Up work on weekends and City holidays should only occur as authorized by the City Representative. Contractor shall contact the initiating City Representative, at a minimum of 3 business days prior to a scheduled board-up to assure coordination with other City staff.
- b. The same requirements apply as in (a) above, for all Board Ups related to OTHER STRUCTURES. Contractor would contact the initiating City Representative a minimum of 3 days prior to a scheduled board-up to assure coordination with other City staff.
- c. The Contractor must be able to complete the project within a specified time frame as to be determined by the initiating effect. The typical time frame required for a standard board up is 1-2 days.
- d. Emergency Services – City staff can request emergency services when it is deemed in the best interest of the community to secure the structure during non business hours or weekends.
- e. On the day of the Board Up a mandatory walk through of the interior of the structure including every room and attic space is required with the Contractor and City Representative prior to the commencement of the work.
- f. All vacant buildings and structures on the identified property including homes, commercial structures, accessory buildings, sheds, garages and second floor windows shall be secured so that openings cannot be accessed from the exterior.

- g. Other openings that permit entrance into or under the building(s) must be boarded. This may include but is not limited to crawl space access, large vents, and openings where wall air conditioners have been removed.
- h. The Contractor is required to apply 1/2-inch exterior grade CDX plywood or Oriented Strand board (OSB) to all openings including doors, windows and crawl space openings.
 - 2. Plywood shall be cut to fit the exterior perimeter of the opening with a minimum 4-inch overlap to allow the board to be secured to the building.
 - 3. When boards are secured to concrete the boards shall be secured with masonry screw or anchors such as Tapcon brand, or equal, no greater than 12-inch on center placement around the perimeter of the board.
 - 4. When plywood board is being applied to wood framed structure, coated deck screws can be used with placement no greater than 12-inch on center placement around the entire perimeter of the board.
 - 5. Seams in boards, when more than one sheet of plywood is required should be secured to a framed board as required with conventional construction practices.
- i. If security bars are located on the opening and prevent the installation of the board, then the Contractor shall not be required to board-up that opening. Security bars shall be left in place and not removed for the purposes of boarding up an opening.
- j. Every effort will be made by the Contractor to ensure that no glass is broken in the process of the board up.
- k. The Contractor shall install 2-inch x 4-inch framing on all openings 4-foot x 8-foot or greater. Framing shall be installed as typical in wood framed construction methods. The frame shall be flush with the exterior of the structure(s) and anchored to the perimeter walls of the opening prior to the installation of the 5/8-inch exterior grade (CDX) plywood.
- l. All lumber in contact with the ground or floor, such as a sole plate of a framed garage door, shall be pressure treated 2-inch x 4-inch lumber. Use of treated plywood is never required.
- m. The garage door shall be framed and boarded if the garage is open to the elements or door panels are missing.
- n. The Contractor must use all new materials on the entire Board Up.
- o. Using a City supplied stencil the Contractor shall paint on each street facing board the phrase:

LEESBURG CODE ENFORCEMENT AT WORK

1. Use of either latex or spray paint is acceptable.
 2. Overspray of the building and the landscape around the home is NOT ACCEPTABLE.
- p. The Contractor shall be responsible for the removal of all scrap materials generated by his work and proper disposal from the site.
- q. Contractor shall have a sufficient number of trained staff and field professionals to carry out the board up project timeline and must comply with all local regulations and complete the work promptly and maintain a safe working site as required by OSHA regulations.
- r. The Contractor must commence work within 3 business days following the issuance of the Work Order and be completed within 1 – 2 days.

[END OF SECTION]

Lot Mowing, Debris Clean-Up & Board-Up Services (IFB 231001)

Bid Item No.	Task Description	Unit of Measure	Estimated Annual Quantity	Quoted Unit Cost	Estimated Annual Cost
GROUP A - ON-CALL LOT MOWING					
A1	Improved Lots: Up to 1/2 Acre in Size (lots with structures) Grass height under 12".	Each	50	\$ -	\$ -
A2	Improved Lots: 1/2 - 1 Acre in Size (lots with structures) Grass height under 12".	Each	10	\$ -	\$ -
A3	Unimproved Lots: Up to 1/2 Acre in Size (lots without structures) Grass height under 12".	Each	20	\$ -	\$ -
A4	Unimproved Lots: 1/2 - 1 Acre in Size (lots without structures) Grass height under 12".	Each	10	\$ -	\$ -
A5	Improved Lots: Up to 1/2 Acre in Size (lots with structures) Grass height over 12".	Each	10	\$ -	\$ -
A6	Improved Lots: 1/2 - 1 Acre in Size (lots with structures) Grass height over 12".	Each	5	\$ -	\$ -
A7	Unimproved Lots: Up to 1/2 Acre in Size (lots without structures) Grass height over 12".	Each	5	\$ -	\$ -
A8	Unimproved Lots: 1/2 - 1 Acre in Size (lots without structures) Grass height over 12".	Each	5	\$ -	\$ -
A9	72" Zero Turn Mower 1/4 Hour With Operator	Each	4960	\$ -	\$ -
A 10	60" Zero Turn Mower 1/4 Hour With Operator	Each	4960	\$ -	\$ -
A 11	48" Zero Turn Mower 1/4 Hour With Operator	Each	4960	\$ -	\$ -
A 12	60" Walk Behind Mower 1/4 Hour With Operator	Each	4960	\$ -	\$ -
A 13	48" Walk Behind Mower 1/4 Hour With Operator	Each	4960	\$ -	\$ -
A 14	20" - 22" Walk Behind Mower 1/4 Hour with Operator	Each	1240	\$ -	\$ -
a 15	Landscape Maintenance Hourly Labor Rate for Equipment Operator and Crew Supervision	Each	4960	\$ -	\$ -
A 16	Line Trimming, Stick Edging, Hedge Trimming, Leaf Blower 1/4 Hour With Operator	Each	2480	\$ -	\$ -
A 17	General Landscape Maintenance Hourly Labor Rate for Detail Work as Unskilled Labor. Tasks include Weeding, Litter Pick Up, Raking, Sweeping	Each	2480	\$ -	\$ -
A 18	Mobilization Fee Includes Truck, Trailer, Crew Transportation (once per week)	Hour	31	\$ -	\$ -
GROUP A - LOT MOWING TOTALS					\$ -
GROUP B - DEBRIS CLEAN-UP					
B1	Debris gathered and moved to curbside (may be included with a lot mow or debris only).	Hour	50	\$ -	\$ -
B2	Trash Bag, 42 Gal., 3 mil	Each	200	\$ -	\$ -
B3	Mobilization Fee	Each	5	\$ -	\$ -
GROUP B - DEBRIS CLEAN-UP TOTALS					\$ -
GROUP C - BOARD-UP SERVICES					
C1	Sheeting, OSB - 1/2-inch	Each	100	\$ -	\$ -
C2	Ply-Sheath 1/2-inch	Each	215	\$ -	\$ -
C3	Heavy-duty Lock/hasp	Each	5	\$ -	\$ -
C4	2" x 4" x 8' Lumber	Each	60	\$ -	\$ -
C5	Power Fasteners (ie, Pasload charge)	Fastener	80	\$ -	\$ -
C6	Mobilization Fee	Each	5	\$ -	\$ -
C7	After Hours Response fee	Hour	6	\$ -	\$ -
GROUP C - BOARD-UP SERVICES TOTALS					\$ -
Total Bid Amount - All Groups					\$ -

**FIXED UNIT PRICE
LOT MOWING DEBRIS CLEAN-UP
& BOARD-UP SERVICES AGREEMENT**

THIS AGREEMENT is made as of the 28th day of August 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 ("CITY"), and **FAITHWORKS TOTAL GROUND MAINTENANCE, LLC** whose address is 2401 W. Old Highway 441, B1, Mt. Dora, FL 32757 ("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. Solicitation Package for Invitation for Bid (IFB) 231001– **Lot Mowing, Debris Clean-up & Board-up Services**; and
- c. The CONTRACTOR'S response to IFB 231001 made electronically on July, 18, 2023 at 8:55 AM.

2. Scope of Services.

The CONTRACTOR shall furnish the following services generally described as "**Lot Mowing, Debris Clean-up & Board-up Services**" to the CITY as listed in Invitation for Bid 231001. Nothing herein shall limit the CITY'S right to obtain bids or proposals for services from other contractors for same or similar work.

- a. Additional Services – The CONTRACTOR, when requested by the CITY, may provide services not specifically listed in the Contract Documents

but are considered to be similar services that could be provided under this Agreement. Additional Services shall be considered off contract and the CONTRACTOR will provide the CITY a cost proposal prior to work beginning. The City representative must approve proceeding with the Additional Services.

- b. Adjustment of Services – The CITY may increase or decrease the number of cuts during any given twelve (12) month period. This increase or decrease may be due to seasonal growing conditions. Should the CITY decrease the number of cuts or eliminate a cut, the CONTRACTOR will not be compensated for the eliminated cut or cuts. Should the CITY add an additional cut or cuts, the CITY will compensate the CONTRACTOR at the per cut unit cost.

3. Firm Fixed Unit Price.

The Unit Price for the Services provided under this Agreement will be fixed at the unit price stated in **Attachment 'A'**. This Unit Price will be firm for the initial period of the Agreement.

The Unit Price for the Services will not exceed this amount unless the CITY has executed an Amendment to the Agreement approving an increase. Said price includes all labor, equipment, materials and delivery.

Increases may be requested by the CONTRACTOR as stipulated in the Cost Adjustment clause in this Agreement.

4. Term and Termination.

The initial term of this Agreement shall be from date of award through September 30, 2026, and includes an option to renew the agreement for an additional period not to exceed an aggregate of three (3) additional years or until the terms and conditions of this Agreement, including, but not limited to, its Scope of Services, have been completed, whichever occurs first, as determined by the CITY. All or part

of this Agreement may be terminated by the CITY for its convenience on fifteen (15) days written notice to the CONTRACTOR. In such event, the CONTRACTOR will be entitled to compensation for services competently performed up to the date of termination.

5. Cost Adjustment.

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

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

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

6. Termination for Convenience.

The CITY may terminate this Agreement at any time without cause by providing the CONTRACTOR with FIFTEEN (15) calendar days advance notice in writing. In the event of termination for convenience, all finished or unfinished deliverable items prepared by the CONTRACTOR under this Agreement shall, at the option of the CITY, become the CITY's property. If the Agreement is terminated for convenience by the CITY as provided herein, the CONTRACTOR shall be paid for services satisfactorily completed, less payment or compensation previously made. The

CONTRACTOR shall not incur any additional expenses after receiving the written termination notice.

7. 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.

8. Use by Other Entities (Piggyback).

This Agreement is intended to apply for the benefit of governmental entities as though they were expressly named throughout the Contract Documents. Each entity may purchase from the CONTRACTOR under the same terms and conditions of the Agreement with the City of Leesburg, in accordance with each entity's respective laws and regulations. Individual using entities will be responsible for their product ordering and payment of invoices.

9. 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.

10. Insurance.

The CONTRACTOR will maintain throughout this Agreement the following insurance:

- a. The original of each such policy of insurance, or a complete duplicate, shall be delivered to the CITY by CONTRACTOR prior to starting work, together with evidence that the premiums have been paid.
- b. All required insurance shall be provided by insurers acceptable to the CITY with an A.M. Best rating of at least "A."
- c. 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.
- d. 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.

- e. 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.
- f. All liability insurance, except professional liability, shall be written on an occurrence basis.
- g. The CONTRACTOR waives its right of recovery against the CITY to the extent permitted by its insurance policies.
- h. 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.
- i. Except for works' 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.
- j. The Certificate(s) of Insurance shall designate the CITY as certificate holder as follows:

City of Leesburg

Attention: Aaliyah Davis, Purchasing Manager

P.O. Box 490630

Leesburg, Florida 34749-0630

- k. The Certificate(s) of Insurance shall include a reference to the project and/or purchase order number.
- l. The Certificate(s) of Insurance shall indicate that the CITY shall be notified at least thirty (30) days in advance of cancellation.
- m. The Certificate(s) of Insurance shall include all deductibles and/or self-insurance retentions for each line of insurance coverage.

- n. 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).

11. Indemnification.

The CONTRACTOR agrees to make payment of all proper charges for labor required in the aforementioned work and CONTRACTOR shall indemnify CITY and hold it harmless from and against any loss or damage, claim or cause of action, and any attorneys' fees and court costs, arising out of: any unpaid bills for labor, services or materials furnished to this project; any failure of performance of CONTRACTOR under this Contract; or the negligence of the CONTRACTOR in the performance of its duties under this Contract, or any act or omission on the part of the CONTRACTOR, his agents, employees, or servants. CONTRACTOR shall defend, indemnify, and save harmless the CITY or any of their officers, agents, or servants and each and every one of them against and from all claims, suits, and costs of every kind and description, including attorney's fees, and from all damages to which the CITY or any of their officers, agents, or servants may be put by reason of injury to the persons or property of others resulting from the performance of CONTRACTOR'S duties under this 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.

12. Codes, Laws, and Regulations.

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

13. 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.

14. 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.

15. Access to Records.

CONTRACTOR will maintain accounting records, in accordance with generally accepted accounting principles and practices, to substantiate all invoiced amounts. Said records will be available for examination by the CITY during CONTRACTOR'S

normal business hours. Said records will be maintained for a period of three (3) years after the date of the invoice.

16. 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.

17. 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 services(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.

18. Payment.

All invoices shall contain the purchase order number, date and location of delivery provided quantity of services, CITY pay item number, item description and confirmation of acceptance of the delivery by the appropriate CITY representative. Failure to submitted 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.

19. 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.

20. 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.

21. 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.

22. No Third-Party Beneficiaries.

This Agreement gives no rights or benefits to anyone other than the CONTRACTOR and the CITY.

23. Jurisdiction.

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

24. 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.

25. Non-appropriation.

The CONTRACTOR understands and agrees that this Contract is subject to the availability of funds to the CITY to purchase the specified products/services. As used herein, a "nonappropriation" shall be defined as an occurrence wherein the CITY, in any fiscal period, does not allocate funds in its budget for the purchase of the specified products/services or other amounts owed pursuant to this Contract, from the source of funding which the CITY anticipates using to pay its obligations hereunder, and the CITY has no other funds, from sources another than ad valorem taxes, which it deems to be available to pay its obligations under this Contract. The CITY may terminate this Contract, with no further liability to the CONTRACTOR, effective the first day of a fiscal period provided that:

- a. A non-appropriation has occurred, and
- b. The CITY has provided the CONTRACTOR with written notice of termination, not less than fifteen (15) days before the proposed termination date. Upon the occurrence of such nonappropriation the CITY shall not be obligated for payment for any fiscal period for which funds have not been appropriated.

26. Contact Person.

The primary contact person under this Agreement for the CONTRACTOR shall be Felicia Freeman, Vice President. The primary contact person under this Agreement for the CITY shall be Neil Gaines, Public Works Director.

27. 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.

28. 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.

29. Risk of Loss.

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

The CONTRACTOR shall indemnify and hold the CITY harmless from any and all claims, liability, losses and causes of action which may arise out of the fulfillment of this Agreement. The CONTRACTOR shall pay all claims and losses of any nature

whatsoever in connection therewith, and shall defend all suits, in the name of the CITY when applicable, and shall pay all costs and judgments which may issue thereon.

30. 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, and 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.

31. Illegal Alien Labor.

CONTRACTOR shall comply with all provisions of the Federal Immigration and Control Act of 1986 (8 U.S. Code § 1324 a) and any successor federal laws, as well as all provisions of Section 448.09, Florida Statutes, prohibiting the hiring and continued employment of aliens not authorized to work in the United States. CONTRACTOR shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or enter into an Agreement with a subcontractor that fails to certify to the CONTRACTOR that the subcontractor is following the terms stated within. The CONTRACTOR nor any subcontractor employed by him shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. CONTRACTOR agrees that it shall confirm the employment eligibility of all employees through participation in E-Verify or an employment eligibility program

approved by the Social Security Administration and will require same requirement to confirm employment eligibility of all subcontractors.

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

32. 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.

33. 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 respective dates under each signature.

**FAITHWORKS TOTAL GROUND
MAINTENANCE, LLC**

Title

THE CITY OF LEESBURG, FLORIDA

James A. Burry Jr., Mayor

ATTEST:

J. Andi Purvis, City Clerk

Approved as to form and content:

William Watson, City Attorney

ATTACHMENT 'A'

Lot Mowing, Debris Clean-Up & Board-Up Services (IFB 231001)					
			Faithworks Total Ground Maintenance		
Bid Item No.	Task Description	Unit of Measure	Estimated Annual Quantity	Quoted Unit Cost	Estimated Annual Cost
GROUP A - ON-CALL LOT MOWING					
A1	Improved Lots: Up to 1/2 Acre in Size (lots with structures) Grass height under 12".	Each	50	\$ 40.00	\$ 2,000.00
A2	Improved Lots: 1/2 - 1 Acre in Size (lots with structures) Grass height under 12".	Each	10	\$ 55.00	\$ 550.00
A3	Unimproved Lots: Up to 1/2 Acre in Size (lots without structures) Grass height under 12".	Each	20	\$ 55.00	\$ 1,100.00
A4	Unimproved Lots: 1/2 - 1 Acre in Size (lots without structures) Grass height under 12".	Each	10	\$ 35.00	\$ 350.00
A5	Improved Lots: Up to 1/2 Acre in Size (lots with structures) Grass height over 12".	Each	10	\$ 40.00	\$ 400.00
A6	Improved Lots: 1/2 - 1 Acre in Size (lots with structures) Grass height over 12".	Each	5	\$ 55.00	\$ 275.00
A7	Unimproved Lots: Up to 1/2 Acre in Size (lots without structures) Grass height over 12".	Each	5	\$ 60.00	\$ 300.00
A8	Unimproved Lots: 1/2 - 1 Acre in Size (lots without structures) Grass height over 12".	Each	5	\$ 80.00	\$ 400.00
A9	72" Zero Turn Mower 1/4 Hour With Operator	Each	4960	\$ 8.84	\$ 43,846.40
A 10	60" Zero Turn Mower 1/4 Hour With Operator	Each	4960	\$ 8.75	\$ 43,400.00
A 11	48" Zero Turn Mower 1/4 Hour With Operator	Each	4960	\$ 8.77	\$ 43,499.20
A 12	60" Walk Behind Mower 1/4 Hour With Operator	Each	4960	\$ 8.78	\$ 43,548.80
A 13	48" Walk Behind Mower 1/4 Hour With Operator	Each	4960	\$ 8.78	\$ 43,548.80
A 14	20" - 22" Walk Behind Mower 1/4 Hour with Operator	Each	1240	\$ 8.73	\$ 10,825.20
A 15	Landscape Maintenance Hourly Labor Rate for Equipment Operator and Crew Supervision	Each	4960	\$ 20.00	\$ 99,200.00
A 16	Line Trimming, Stick Edging, Hedge Trimming, Leaf Blower 1/4 Hour With Operator	Each	2480	\$ 8.68	\$ 21,526.40
A 17	General Landscape Maintenance Hourly Labor Rate for Detail Work as Unskilled Labor. Tasks include Weeding,	Each	2480	\$ 34.76	\$ -
A 18	Mobilization Fee Includes Truck, Trailer, Crew Transportation (once per week)	Hour	31	\$ 50.00	\$ 1,550.00
GROUP A - LOT MOWING TOTALS					\$ 356,319.80
GROUP B - DEBRIS CLEAN-UP					
B1	Debris gathered and moved to curbside (may be included)	Hour	50	\$ 30.00	\$ 1,500.00
B2	Trash Bag, 42 Gal., 3 mil	Each	200	\$ 0.50	\$ 100.00
B3	Mobilization Fee	Each	5	\$ 100.00	\$ 500.00
GROUP B - DEBRIS CLEAN-UP TOTALS					\$ 2,100.00
GROUP C - BOARD-UP SERVICES					
C1	Sheeting, OSB - 1/2-inch	Each	100	\$ 100.00	\$ 10,000.00
C2	Ply-Sheath 1/2-inch	Each	215	\$ 100.00	\$ 21,500.00
C3	Heavy-duty Lock/hasp	Each	5	\$ 50.00	\$ 250.00
C4	2" x 4" x 8' Lumber	Each	60	\$ 20.00	\$ 1,200.00
C5	Power Fasteners (ie, Pasload charge)	Fastener	80	\$ 65.00	\$ 5,200.00
C6	Mobilization Fee	Each	5	\$ 100.00	\$ 500.00
C7	After Hours Response fee	Hour	6	\$ 75.00	\$ 450.00
GROUP C - BOARD-UP SERVICES TOTALS					\$ 39,100.00
Total Bid Amount - All Groups					\$ 397,519.80

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE
AN AGREEMENT FOR LOT MOWING, DEBRIS CLEAN-UP & BOARD-UP
SERVICES WITH PIERCE LANDSCAPING AND OUTDOOR SERVICES,
LLC.; 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 PIERCE LANDSCAPING AND OUTDOOR SERVICES, LLC. whose address is 34709 GENIUS CT., LADY LAKE, FL 32159, for LOT MOWING, DEBRIS CLEAN-UP & BOARD-UP SERVICES (IFB 231001).

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 11th day of September 2023.

Mayor

ATTEST:

City Clerk



231001 - Lot Mowing, Debris Clean-up & Board-Up Services

Project Overview

Project Details	
Reference ID	231001
Project Name	Lot Mowing, Debris Clean-up & Board-Up Services
Project Owner	Maria Hritz
Project Type	IFB
Department	Public Works Department
Budget	\$0.00 - \$0.00
Project Description	The purpose of this solicitation is to obtain On-Call Lot Mowing, Debris Clean-up & Board-Up services. The contractor shall furnish/supply all labor, equipment, fuel, materials and any other items needed to perform all operations necessary in accordance with the specifications as described in Solicitation Package, and subject to the terms and conditions of the contract.
Open Date	Jun 14, 2023 9:00 AM EDT
Close Date	Jul 18, 2023 2:00 PM EDT

SPECIAL TERMS & CONDITIONS

ST-1. PROJECT DESCRIPTION

The purpose of this solicitation is to obtain On-Call Lot Mowing, Debris Clean-up & Board-Up services. The contractor shall furnish/supply all labor, equipment, fuel, materials and any other items needed to perform all operations necessary in accordance with the specifications as described in Solicitation Package, and subject to the terms and conditions of the contract.

ST-2. SITE INSPECTION AND INFORMATION

Suppliers are responsible for inspecting the site and familiarizing themselves with the location and conditions. Suppliers must make all necessary measurements to determine quantities of materials required. Interested vendors may view the following sites as example sites:

Typical Sites
1116 W. Main St., Leesburg, FL
914-1/2 Stinson St., Leesburg, FL
1605 Hampton St., Leesburg, FL
1612 W. Line St., Leesburg, FL

ST-3. DISCREPANCIES AND OMISSIONS

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

ST-4. ELIGIBILITY

Responses will only be considered from vendors which are regularly engaged in the business of providing the services requested in this solicitation, and who have verifiable evidence of a consistent satisfactory record of performance. Vendors must also possess the necessary equipment and staff to perform these services. Suppliers must have a minimum of three (3) years' experience in performing the same or similar work required. Satisfactory past performance will be verified by checking the past project references provided and through any other means or methods determined by the City.

ST-5. RESTRICTED DISCUSSIONS

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

ST-6. BID OPENING

There will not be a public bid opening for this solicitation.

ST-7. METHOD OF AWARD

The City intends to award one or more contracts as deemed necessary to the lowest responsible and responsive bidder(s) submitting the most favorable bids. The City may award one or more Groups (see Item Bid Schedule i.e. Groups A through C in Section 4). Contractors may bid on one, two, or all Groups. **Submitting a bid on all Groups is NOT necessary to be considered for award but bidders must submit a bid price on all items within a Group to be considered for award of that Group.**

- a. **Primary Contractor** – The lowest responsible and responsive bidder will be designated the Primary Contractor. This contractor will be called first.
- b. **First Alternate** – The second lowest responsible and responsive bidder will be designated the First Alternate. This contractor will be called if the Primary Contractor is unable to accept a work assignment.
- c. If at any time during the term of the contract the Primary Contractor can no longer provide services or its services are terminated then the First Alternate will be designated as the Primary Contractor.
- d. The City's Local Vendor Preference as described in this section will be applicable.

ST-8. ACCEPTANCE OF GOODS AND SERVICES

The services rendered under the contract will not be deemed complete, until a physical inspection of 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 services purchased as a result of this solicitation may be inspected for compliance with specifications. In the event that any aspect of the services provided is found to not conform to the specifications, the City reserves the right to terminate the contract or initiate corrective action on the part of the vendor. The vendor 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 service that does not conform to the contract specifications.

In addition, any service not 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 service cost shall be withheld from any monies owed to the contractor by the City for any contract or financial obligation.

Work performed under a contract resulting from this solicitation will be inspected by an authorized representative of the City. This inspection shall be performed to determine acceptance of work and appropriate invoicing.

ST-9. QUANTITIES

Measurements and quantities which may be given are estimates only, given for informational purposes.

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

ST-10. CONTRACT

The contract resulting from this solicitation will be an Indefinite Quantity Unit Price agreement with no guarantee that services will be required. The City does not guarantee a minimum or maximum dollar amount to be expended on any contract resulting from this solicitation. The estimated quantities cited in the Schedule of Bid Items are estimates only.

ST-11. METHOD OF PAYMENT

All invoices shall contain the purchase order number, date and location of delivery or service, and confirmation of acceptance of the goods or services by the appropriate City representative. 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.

ST-12. TERM OF CONTRACT

The City intends for each contract award be for an initial period of three (3) years. The agreement(s) may be renewed for no more than three (3) additional years.

ST-13. FIRM FIXED PRICE PERIOD

All Pricing will be firm and fixed through the Initial Term of the Contract. For any contract renewal periods, the Contractor may request a price adjustment in accordance with the Price Adjustment clause.

ST-14. PRICE ADJUSTMENT

Work will be completed for the prices entered on the Schedule of Bid Items.

- a. Prices shall remain firm for the first 36-month term of any resulting agreement.
- b. All trip charges, mileage, vehicle charges, travel time and labor are to be included in the unit rate.
- c. In the event of industry-wide market changes, the awarded bidder may request justifiable price changes to a resulting annual agreement at the time of extension. A minimum of sixty (60) days advance written notice of such change is required along with a written explanation for the price increase. If the price adjustment is requested, the City, at the City's sole option, may deny the price adjustment and rebid the agreement, transfer the bid award to the next lowest bidder, extend the agreement at the new prices on a month to month basis, or accept the new prices and continue the agreement. In the event of such price adjustments, any purchase orders, shipping releases, or work requests issued prior to the effective date of the requested change shall be at the original price.
- d. Estimated usage for each item is listed on the bid form. This is an estimated figure only and no guarantee is made or implied as to the actual quantities that will be acquired under resulting agreements. Quantities listed herein are subject to increase or decrease during the term of the agreement. In either occurrence, the Contractor will perform the work at

the unit price as bid. The City, at its discretion, may authorize an initial agreement for a greater not-to-exceed amount than that submitted by the bidder.

ST-15. COMPLIANCE

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

ST-16. LABOR, MATERIALS, AND EQUIPMENT SHALL BE SUPPLIED BY THE VENDOR

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

ST-17. LICENSES

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

The contractor must hold the necessary valid license for the type of work to be performed during the duration of the project. The license must be effective at the time their bid is submitted.

ST-18. CONTRACTORS ACCEPTANCE OF CONDITIONS

The Contractor hereby agrees that he has carefully examined the surface of the site and surrounding areas to fully satisfy himself that such site is a correct and suitable one for this work and he assumes full responsibility therefore. The provisions of this contract shall control any inconsistent provisions contained in the specifications. All Drawings and Specifications have been read and carefully considered by the Contractor, who understands the same, and agrees to their sufficiency for the work to be done. It is expressly agreed that under no circumstances, conditions or situations shall this contract be more strongly construed against the City than against the Contractor and his Surety.

ST-19. FAILURE TO COMPLETE THE WORK ON TIME

Failure to complete the work as described in the Contract may result in Termination for Cause.

ST-20. CITY TREE ORDINANCE AND PERMITS

The City of Leesburg does have a Tree Ordinance related to the removal of trees. Should any work performed under a contract require the removal of a tree and it is determined a City of Leesburg permit is required, City shall take full responsibility for obtaining the permit and paying any fees related to the permit prior to the work being performed.

ST-21. LOCAL VENDOR PREFERENCE

Applicable to procurements when the cost of the awarded work/contract is \$25,000 or greater. The City of Leesburg applies a Local Vendor Preference (LVP) for the purchase of personal

property, general services, and professional services by means of competitive bid, request for proposals, qualifications or other submittals and competitive negotiation and selection. Except where federal or state law/requirements mandate to the contrary, preference shall be given to Local Vendors in the following manner:

- a. **“Tier I Local Vendor”** shall be defined as the primary Business Office or a Full Time Sales Office of the vendor being located within the City of Leesburg or the vendor receiving one or more Utility Services from the City of Leesburg.
 - i. **Tier I Local Vendor** - Under a Competitive Solicitation, the City may give a preference to a Tier I Local Vendor in the amount of five percent (5%) of the bid price or \$25,000, whichever is less.
- b. **“Tier II Local Vendor”** shall be defined as the primary Business Office or a Full Time Sales Office of the vendor not meeting the definition of a Tier I Local Vendor but nonetheless being located within the 20-Mile Radius as defined in this policy.
 - i. **Tier II Local Vendor** - Under a Competitive Solicitation, the City may give a preference to a Tier II Local Vendor in the amount of two percent (2%) of the bid price or \$10,000, whichever is less.

ST-22. RISK OF LOSS

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

The vendor 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 any subsequent contract. The vendor shall pay all claims and losses of any nature whatsoever in connection therewith, and shall defend all suits, in the name of the City when applicable, and shall pay all costs and judgments which may issue thereon.

ST-23. ILLEGAL ALIEN LABOR

CONTRACTOR shall comply with all provisions of the Federal Immigration and Control Act of 1986 (8 U.S. Code § 1324 a) and any successor federal laws, as well as all provisions of Section 448.09, Florida Statutes, prohibiting the hiring and continued employment of aliens not authorized to work in the United States. Contractor shall not knowingly employ or contract with an illegal alien to perform work under this contract or enter into a contract with a subcontractor that fails to certify to the contractor that the subcontractor is in compliance with the terms stated within. The General Contractor nor any subcontractor employed by him shall not knowingly employ or contract with an illegal alien to perform work under this contract. Contractor agrees that it shall confirm the employment eligibility of all employees through participation in E-Verify or an employment eligibility program approved by the Social Security Administration and will require same requirement to confirm employment eligibility of all subcontractors. All cost incurred to initiate and sustain the aforementioned programs shall be included in contract price. Failure to meet this requirement may result in contract termination by the City.

ST-24. EMPLOYMENT ELIGIILITY

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.

ST-25. FAIR LABOR STANDARDS ACT

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

ST-26. UTILIZATION BY OTHER AGENCIES

While this IFB is prepared on behalf of the City of Leesburg, it is intended to apply for the benefit of governmental agencies/jurisdictions/entities as though they were expressly named throughout the document. Each agency/jurisdiction/entity may purchase from the awarded Contractor under the same terms and conditions of the contract with the City of Leesburg, in accordance with each agencies/jurisdictions/entities respective laws and regulations. Using agencies shall be responsible for their product ordering and payment of invoices.

[END OF SPECIAL TERMS & CONDITIONS]

SCOPE OF WORK

SW-1. PURPOSE AND INTENT

The purpose of this solicitation is to establish a contract for On-Call Lot Mowing, Debris Clean-up & Board-Up Services as needed at various improved and unimproved lot locations within the City of Leesburg. The vendor shall be responsible for the following services:

- a. Mowing
- b. Debris Clean Up (debris to be placed at the curb for pick-up by City Solid Waste Division.
- c. Board-Up Services (Structures)

The services under this contract will be ordered primarily by the City of Leesburg Code Enforcement Division of the Police Department. Work ordered will be a result of City code of ordinance violations with regard to property condition and lack of general maintenance.

SW-2. PERFORMANCE

The nature of the services to be performed as part of any subsequent contract is to take corrective action at the properties ordered which will include private residential and commercial properties for immediate non-compliance ordinance violations as directed by the City. As these services are deemed abatement actions, for which direct costs, administrative fees, and/or court appearance tickets may be issued to those parties found in need of corrective action, the reliability, professionalism and the ability to perform error-free nuisance abatements are of primary importance when selecting a potential contractor.

As part of any subsequent contract, the Contractor will provide and abide by the following provisions:

- a. All labor, equipment and materials necessary to perform the essential functions of this contract.
- b. A sufficient number of workers to complete the work in the required/specified amount of time
- c. The Contractor must respond to all work orders within a 24-hour time frame. All work orders will be provided to the Contractor by electronic mail (e-mail) by the City Representative.
- d. The Contractor shall complete their section(s) of the Work Order at the completion of all work assignments; delivered electronically to the City Representative at the end of the business day the work was completed.
- e. Contractor shall provide invoices for completed work orders no more than two (2) times per month. Each invoice shall include all work completed up to the time of invoicing but not previously claimed on any previous invoice. Information on invoice MUST include the physical street address of the property.

- f. All Contractor employees must be at least eighteen years of age and be readily identified, i.e., company shirts, hats, etc.
- g. All vehicles (does not include equipment such as mowers) being used by the Contractor are required to display the company name in four (4) inch high letters. Magnetic signage is acceptable.

SW-3. GENERAL REQUIREMENTS

- a. The Contractor shall be experienced with the type of work requested in this solicitation in order to complete the tasks assigned in accordance with the specifications within this document, and as directed by the City Representative. The Contractor shall have the ability and the equipment to complete all work within the specified time.
- b. The City uses a Work Order form that shall be e-mailed to the Contractor. The form shall include the necessary information for the work to be accomplished as requested by the City Representative. No work shall commence without the issuance of this form except in the case of an emergency. If an emergency occurs, the City Representative may give the Contractor the authority to start the work without the form. If this occurs, the City Representative shall issue the form at the earliest convenient time.
- c. The Contractor shall base the cost for this service according to the conditions on the Work Order form and the pricing established in Schedule of Bid Items. This cost shall be all inclusive to include all items, such as but not limited to equipment, materials, and labor to complete the tasks as outlined
- d. If the Contractor considers there may be a discrepancy with any of the items stated on the Work Order form, they shall report to the City Representative and request an onsite visit. The City Representative and the Contractor shall then meet on site to discuss the differences. If any adjustments are agreed to, the City Representative shall re-issue the Work Order form with the corrections. The Contractor shall then commence with the work.
- e. The Contractor's acceptance of the Work Order form shall guarantee a not to exceed price for the work to be performed. No change orders, modification of quantities, or addition of line items will be provided after acceptance is provided for the performance of work under the original scope. A new Project Order form will be provided for work differing from the original scope of work documents.
- f. The Contractor shall have **three (3) business days** from receipt of the Work Order form to complete the work unless otherwise approved by the City Representative.
- g. The Contractor shall be fully responsible for maintaining in good condition all items that are not being removed, such as but not limited to existing trees, turf, and shrubs situated within the designated right-of-way and on private property adjacent to the area(s) designated on the Work Order form.
- h. All services performed as part of this solicitation shall be completed using best practice methods as set forth by local, state or federal authorities; or to the specifications here within, whichever is more stringent.

- i. If any service is anticipated to take place on adjoining private property, the Contractor shall contact the Owner to get permission to enter the property.
- j. The Contractor shall guard against damage. Any damage caused by the vendor shall be repaired at no cost to the City and to the satisfaction of the City Representative.
- k. The Contractor shall notify the City Representative of the completion of each Work Order within twenty-four (24) hours. The City Representative shall inspect the work performed and acknowledge that the job has been completed satisfactorily and in accordance with the terms of the Agreement.

SW-4. LOT MOWING - GROUP A

- a. This work shall be performed at the unit price established in the Schedule of Bid Items.
- b. Prior to work beginning Contractor may meet with the City Representative to review the specific lot(s) to be mowed.
- c. **Mowing Requirements** - Mowing of turf areas shall be defined to include the following:
 1. The Contractor shall furnish all labor, supervision, supplies, materials, tools, and equipment needed for the performance of the services described herein. The CITY will not provide supplies, materials, tools, or equipment to the Contractor, nor will it be responsible for any damages to the Contractor's tools or equipment.
 2. Without exception, litter, small limbs or branches from trees, debris, et cetera, shall be picked up off the ground in the area to be mowed prior to each mowing. Litter shall be disposed in a proper container or method. CITY will make a reasonable effort to remove any unusually large accumulations of litter. The Contractor shall contact City Representative for the removal of any trees, large limbs or branches which might fall into designated mowing areas due to storm or weather activity or for the removal of any other unusual refuse items.
 3. Turf shall not be cut shorter than 3 inches in height or higher than 4 inches from the ground unless otherwise directed by the City Representative. Turf is defined as that vegetation including lawn grasses which may also include a mixture of wildflowers, weeds or similar growth normally cut as part of the turf. Turf shall be cut at a constant height that will encourage healthy growth and neatly exhibit the lawn. In order to avoid damage to turf areas, mowing shall be suspended during any rainfall event (beyond a light drizzle) or when standing water conditions are present. The Contractor is required to immediately repair, to the City Representative's satisfaction, any turf damage caused by Contractor's equipment (e.g., blade/tire gouges, oil and fuel spills).
 4. Mowing should be performed at the earliest practical time of the day. Mowing will not be permitted before 8:00 a.m. or after 8:00 p.m. weekdays and Saturdays; or between 8:00 a.m. and 12:00 noon on Sundays. Prior authorization is required to mow on a holiday. Authorization to mow on a holiday may be granted because of adverse weather that delayed mowing during normal operating times.

5. At each mowing, turf shall be neatly trimmed in such a manner that no growth (e.g., grass, weeds, etc.) directly touches any concrete or asphalt surfaces, fire hydrants, utility poles, signs, guard rails, or other improvements. Trimming around trees is not necessary.
6. Tree damage will not be tolerated. Care must be taken with all power mowers, monofilament line trimmers, and manual equipment so as not to damage trees. This includes both damage to tree trunks and limbs.
7. Upon consultation with the City Representative, the Contractor may be permitted to utilize approved chemical treatment(s), (e.g., Roundup) on a limited basis to supplement manual trimming work. The Contractor shall not be permitted to utilize chemical treatment(s) to eliminate areas viewed as difficult to mow and/or trim. The Contractor, if utilizing such chemical treatment(s), shall be required to hold all required licenses or certifications as needed for such applications and to provide evidence of the same. Contractor shall not use chemicals on CITY property without the expressed and written consent of the City Representative. For a request to be considered:
 - i. Submit it in writing to the City Representative.
 - ii. Include a copy of your charter from the State of Florida Department of Agriculture to spray chemicals.
 - iii. Include a copy of your insurance coverage to spray chemicals.
 - iv. Include a copy of your bond for spraying chemicals. Include a copy of the MSDS for the proposed chemical.
8. All clippings and other debris produced from mowing and Contractor's equipment clean up shall be removed from surfaces of roads, walkways, paths, parking lots, mulched areas, and similar surfaces immediately following completion of the mowing at each site. When possible, the Contractor shall direct clippings produced from mowing away from landscape beds and other mulched areas while mowing.

SW-5. DEBRIS CLEAN-UP - GROUP B

Contractor is to clean-up debris from property specified in Work Order and place at the curb as described below. If debris is discovered, contractor is to move debris to curbside and contact City Representative listed on the Work Order. Contractor shall only remove debris from property if Work Order (submitted to Contractor by City Representative) states to do so (NOTE: CITY will address towable vehicles, trailer, boats, or recreational vehicles).

Debris placed a curbside for pick-up by the City Solid Waste Division must be segregated by the type of debris as categorized below.

Contractor is not permitted to haul-off any debris on the property. All debris will be placed at the curb for proper pick-up and disposal by the City Solid Waste Division. If it is found a Contractor is taking or hauling away debris their contract may be terminated immediately.

d. Garbage

Contractor is to move curbside and notify the City Representative when the work is completed and debris is ready for pick up. Includes but not limited to:

1. Garbage must be placed in closed plastic bags. Bags used must be contractor grade, 42 gallon, 3-mil thickness.
2. Each garbage container or bag cannot weigh more than 40 pounds.
3. Place all containers and items no more than three feet from the curb. Stack bags and other items neatly.
4. Auto parts are not accepted. Contact the City Representative if found and move to curbside.
5. Do not mix household hazardous waste, motor oil, recyclables, needles or yard waste in garbage containers or bags.

e. Appliances and Electronics

Contractor is to move curbside and notify the City Representative when the work is completed and debris is ready for pick up. Includes but not limited to:

1. Stoves, ovens and stove tops.
2. Microwaves.
3. Trash compactors.
4. Washing machines.
5. Water Heaters.
6. Televisions.
7. Computers.
8. Fax machines.
9. Keyboards.
10. Air conditioners (window units only).
11. Clothes dryers.
12. Dehumidifiers.
13. Dishwashers.
14. Refrigerators and Freezers **(remove food and bag as garbage and take doors off).**

f. Bulk Items

Contractor is to move curbside and notify the City Representative when the work is completed and debris is ready for pick up. Includes but not limited to:

1. Furniture.
2. Bathroom fixtures – toilet, sink and small vanity.
3. Barbeque grills – remove the propane cylinder before placing the barbeque grill at the curb for pickup.
4. Carpet – must be cut to four feet in length, no heavier than 40 pounds, rolled and tied or folded and tied.
5. Push lawnmowers – remove the oil and gas before placing the mower at the curb for pickup.
6. Wooden pallets.
7. Any items made of metal that are not food containers are considered bulk items and require notification of the City Representative.

g. Oversized Items

Contractor is to move curbside and notify the City Representative when the work is completed and debris is ready for pick up. Includes but not limited to:

8. Basketball poles.
9. Bathtubs.
10. Carpet – rolls longer than four feet.
11. Christmas trees more than six feet tall.
12. Construction Debris exceeding four 32 – gallon containers.
13. Garage doors and Openers.
14. Large exercise equipment.
15. Large glass windows and tabletops.
16. Larger mirrors.
17. Pianos and organs.
18. Picnic tables.
19. Playground equipment.
20. Riding lawn mowers.
21. Sheds.
22. Sliding glass doors.
23. Fencing - unprepared.

h. Yard Waste

Contractor may take yard debris or choose to leave curbside. When leaving curbside, contractor is to prepare as stated:

1. Each container, bag or bundle cannot be more than four feet in length or weigh more than 40 pounds per piece. Place yard waste in containers or tie in bundles.
2. Branches, limbs and stumps cannot exceed 16 inches in diameter or weigh more than 40 pounds per piece.
3. Treated wood is not considered yard waste. Place treated wood with your garbage for collection.
4. Remove all tinsel and ornaments from holiday trees before placing them at the curb. Trees taller than six feet must be cut in half.
5. Yard waste placed in cardboard.

i. Motor Oil and Filters

Contractor is to move curbside and prepare as stated:

6. Place oil in plastic containers with a screw top cap. Label the container “used oil.” Place filters in sealed clear plastic bags.
7. If more than 5 gallons is at curbside, contractor is to notify the City Representative.

j. Tires

Contractor is to move curbside and prepare as stated:

1. Automotive tires up to 25 inches in diameter, either on or off the rims, can be placed next to your garbage for pick-up.
2. Limit of four tires.

3. If tire amount exceeds four, contractor is to contact the City Representative to schedule a pick up.
4. Do not place tires in garbage containers.

k. Needles

1. Contractor is to notify the City Representative.
2. Never place needles or lancets in garbage or recycling bins.

l. Recycling

1. The City does not require the separate of recyclable materials.

CONTRACTOR SHALL CONTACT THE CITY REPRESENTATIVE IMMEDIATELY IF THEY FIND DEBRIS ON THE PROPERTY AND THE WORK ORDER DOES NOT REQUEST DEBRIS TO BE MOVED TO CURBSIDE. CONTRACTOR IS NOT TO PERFORM ANY WORK OUTSIDE OF THE SPECIFIED SCOPE UNTIL THE ASSIGNED THE CITY REPRESENTATIVE HAS BEEN NOTIFIED.

SW-6. BOARDING-UP OF STRUCTURES - GROUP C

The Contractor shall provide all management, tools, equipment, supplies and labor necessary to ensure that the specified Board Up is in accordance with the specification described below:

- a. All work related to UNFIT/UNSAFE structures ordinarily should be performed during normal business hours (8am – 4pm) on weekdays only. Board Up work on weekends and City holidays should only occur as authorized by the City Representative. Contractor shall contact the initiating City Representative, at a minimum of 3 business days prior to a scheduled board-up to assure coordination with other City staff.
- b. The same requirements apply as in (a) above, for all Board Ups related to OTHER STRUCTURES. Contractor would contact the initiating City Representative a minimum of 3 days prior to a scheduled board-up to assure coordination with other City staff.
- c. The Contractor must be able to complete the project within a specified time frame as to be determined by the initiating effect. The typical time frame required for a standard board up is 1-2 days.
- d. Emergency Services – City staff can request emergency services when it is deemed in the best interest of the community to secure the structure during non business hours or weekends.
- e. On the day of the Board Up a mandatory walk through of the interior of the structure including every room and attic space is required with the Contractor and City Representative prior to the commencement of the work.
- f. All vacant buildings and structures on the identified property including homes, commercial structures, accessory buildings, sheds, garages and second floor windows shall be secured so that openings cannot be accessed from the exterior.

- g. Other openings that permit entrance into or under the building(s) must be boarded. This may include but is not limited to crawl space access, large vents, and openings where wall air conditioners have been removed.
- h. The Contractor is required to apply 1/2-inch exterior grade CDX plywood or Oriented Strand board (OSB) to all openings including doors, windows and crawl space openings.
 - 2. Plywood shall be cut to fit the exterior perimeter of the opening with a minimum 4-inch overlap to allow the board to be secured to the building.
 - 3. When boards are secured to concrete the boards shall be secured with masonry screw or anchors such as Tapcon brand, or equal, no greater than 12-inch on center placement around the perimeter of the board.
 - 4. When plywood board is being applied to wood framed structure, coated deck screws can be used with placement no greater than 12-inch on center placement around the entire perimeter of the board.
 - 5. Seams in boards, when more than one sheet of plywood is required should be secured to a framed board as required with conventional construction practices.
- i. If security bars are located on the opening and prevent the installation of the board, then the Contractor shall not be required to board-up that opening. Security bars shall be left in place and not removed for the purposes of boarding up an opening.
- j. Every effort will be made by the Contractor to ensure that no glass is broken in the process of the board up.
- k. The Contractor shall install 2-inch x 4-inch framing on all openings 4-foot x 8-foot or greater. Framing shall be installed as typical in wood framed construction methods. The frame shall be flush with the exterior of the structure(s) and anchored to the perimeter walls of the opening prior to the installation of the 5/8-inch exterior grade (CDX) plywood.
- l. All lumber in contact with the ground or floor, such as a sole plate of a framed garage door, shall be pressure treated 2-inch x 4-inch lumber. Use of treated plywood is never required.
- m. The garage door shall be framed and boarded if the garage is open to the elements or door panels are missing.
- n. The Contractor must use all new materials on the entire Board Up.
- o. Using a City supplied stencil the Contractor shall paint on each street facing board the phrase:

LEESBURG CODE ENFORCEMENT AT WORK

1. Use of either latex or spray paint is acceptable.
 2. Overspray of the building and the landscape around the home is NOT ACCEPTABLE.
- p. The Contractor shall be responsible for the removal of all scrap materials generated by his work and proper disposal from the site.
 - q. Contractor shall have a sufficient number of trained staff and field professionals to carry out the board up project timeline and must comply with all local regulations and complete the work promptly and maintain a safe working site as required by OSHA regulations.
 - r. The Contractor must commence work within 3 business days following the issuance of the Work Order and be completed within 1 – 2 days.

[END OF SECTION]

Lot Mowing, Debris Clean-Up & Board-Up Services (IFB 231001)

Bid Item No.	Task Description	Unit of Measure	Estimated Annual Quantity	Quoted Unit Cost	Estimated Annual Cost
GROUP A - ON-CALL LOT MOWING					
A1	Improved Lots: Up to 1/2 Acre in Size (lots with structures) Grass height under 12".	Each	50	\$ -	\$ -
A2	Improved Lots: 1/2 - 1 Acre in Size (lots with structures) Grass height under 12".	Each	10	\$ -	\$ -
A3	Unimproved Lots: Up to 1/2 Acre in Size (lots without structures) Grass height under 12".	Each	20	\$ -	\$ -
A4	Unimproved Lots: 1/2 - 1 Acre in Size (lots without structures) Grass height under 12".	Each	10	\$ -	\$ -
A5	Improved Lots: Up to 1/2 Acre in Size (lots with structures) Grass height over 12".	Each	10	\$ -	\$ -
A6	Improved Lots: 1/2 - 1 Acre in Size (lots with structures) Grass height over 12".	Each	5	\$ -	\$ -
A7	Unimproved Lots: Up to 1/2 Acre in Size (lots without structures) Grass height over 12".	Each	5	\$ -	\$ -
A8	Unimproved Lots: 1/2 - 1 Acre in Size (lots without structures) Grass height over 12".	Each	5	\$ -	\$ -
A9	72" Zero Turn Mower 1/4 Hour With Operator	Each	4960	\$ -	\$ -
A 10	60" Zero Turn Mower 1/4 Hour With Operator	Each	4960	\$ -	\$ -
A 11	48" Zero Turn Mower 1/4 Hour With Operator	Each	4960	\$ -	\$ -
A 12	60" Walk Behind Mower 1/4 Hour With Operator	Each	4960	\$ -	\$ -
A 13	48" Walk Behind Mower 1/4 Hour With Operator	Each	4960	\$ -	\$ -
A 14	20" - 22" Walk Behind Mower 1/4 Hour with Operator	Each	1240	\$ -	\$ -
a 15	Landscape Maintenance Hourly Labor Rate for Equipment Operator and Crew Supervision	Each	4960	\$ -	\$ -
A 16	Line Trimming, Stick Edging, Hedge Trimming, Leaf Blower 1/4 Hour With Operator	Each	2480	\$ -	\$ -
A 17	General Landscape Maintenance Hourly Labor Rate for Detail Work as Unskilled Labor. Tasks include Weeding, Litter Pick Up, Raking, Sweeping	Each	2480	\$ -	\$ -
A 18	Mobilization Fee Includes Truck, Trailer, Crew Transportation (once per week)	Hour	31	\$ -	\$ -
GROUP A - LOT MOWING TOTALS					\$ -
GROUP B - DEBRIS CLEAN-UP					
B1	Debris gathered and moved to curbside (may be included with a lot mow or debris only).	Hour	50	\$ -	\$ -
B2	Trash Bag, 42 Gal., 3 mil	Each	200	\$ -	\$ -
B3	Mobilization Fee	Each	5	\$ -	\$ -
GROUP B - DEBRIS CLEAN-UP TOTALS					\$ -
GROUP C - BOARD-UP SERVICES					
C1	Sheeting, OSB - 1/2-inch	Each	100	\$ -	\$ -
C2	Ply-Sheath 1/2-inch	Each	215	\$ -	\$ -
C3	Heavy-duty Lock/hasp	Each	5	\$ -	\$ -
C4	2" x 4" x 8' Lumber	Each	60	\$ -	\$ -
C5	Power Fasteners (ie, Pasload charge)	Fastener	80	\$ -	\$ -
C6	Mobilization Fee	Each	5	\$ -	\$ -
C7	After Hours Response fee	Hour	6	\$ -	\$ -
GROUP C - BOARD-UP SERVICES TOTALS					\$ -
Total Bid Amount - All Groups					\$ -

**FIXED UNIT PRICE
LOT MOWING DEBRIS CLEAN-UP
& BOARD-UP SERVICES AGREEMENT**

THIS AGREEMENT is made as of the 11th day of September 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 ("CITY"), and **PIERCE LANDSCAPING AND OUTDOOR SERVICES, LLC** whose address is 34709 Genius Ct Lady Lake, Florida 32159 ("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. Solicitation Package for Invitation for Bid (IFB) 231001– **Lot Mowing, Debris Clean-up & Board-up Services**; and
- c. The CONTRACTOR'S response to IFB 231001 made electronically on July, 13, 2023 at 12:08 AM.

2. Scope of Services.

The CONTRACTOR shall furnish the following services generally described as "**Lot Mowing, Debris Clean-up & Board-up Services**" to the CITY as listed in Invitation for Bid 231001. Nothing herein shall limit the CITY'S right to obtain bids or proposals for services from other contractors for same or similar work.

- a. Additional Services – The CONTRACTOR, when requested by the CITY, may provide services not specifically listed in the Contract Documents

but are considered to be similar services that could be provided under this Agreement. Additional Services shall be considered off contract and the CONTRACTOR will provide the CITY a cost proposal prior to work beginning. The City representative must approve proceeding with the Additional Services.

- b. Adjustment of Services – The CITY may increase or decrease the number of cuts during any given twelve (12) month period. This increase or decrease may be due to seasonal growing conditions. Should the CITY decrease the number of cuts or eliminate a cut, the CONTRACTOR will not be compensated for the eliminated cut or cuts. Should the CITY add an additional cut or cuts, the CITY will compensate the CONTRACTOR at the per cut unit cost.

3. Firm Fixed Unit Price.

The Unit Price for the Services provided under this Agreement will be fixed at the unit price (cost per cut) stated in **Attachment 'A'**. This Unit Price will be firm for the initial period of the Agreement.

The Unit Price for the Services will not exceed this amount unless the CITY has executed an Amendment to the Agreement approving an increase. Said price includes all labor, equipment, materials and delivery.

Increases may be requested by the CONTRACTOR as stipulated in the Cost Adjustment clause in this Agreement.

4. Term and Termination.

The initial term of this Agreement shall be from date of award through September 30, 2026, and includes an option to renew the agreement for an additional period not to exceed an aggregate of three (3) additional years or until the terms and conditions of this Agreement, including, but not limited to, its Scope of Services, have been completed, whichever occurs first, as determined by the CITY. All or part

of this Agreement may be terminated by the CITY for its convenience on fifteen (15) days written notice to the CONTRACTOR. In such event, the CONTRACTOR will be entitled to compensation for services competently performed up to the date of termination.

5. Cost Adjustment.

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

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

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

6. Termination for Convenience.

The CITY may terminate this Agreement at any time without cause by providing the CONTRACTOR with FIFTEEN (15) calendar days advance notice in writing. In the event of termination for convenience, all finished or unfinished deliverable items prepared by the CONTRACTOR under this Agreement shall, at the option of the CITY, become the CITY's property. If the Agreement is terminated for convenience by the CITY as provided herein, the CONTRACTOR shall be paid for services satisfactorily completed, less payment or compensation previously made. The

CONTRACTOR shall not incur any additional expenses after receiving the written termination notice.

7. 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.

8. Use by Other Entities (Piggyback).

This Agreement is intended to apply for the benefit of governmental entities as though they were expressly named throughout the Contract Documents. Each entity may purchase from the CONTRACTOR under the same terms and conditions of the Agreement with the City of Leesburg, in accordance with each entity's respective laws and regulations. Individual using entities will be responsible for their product ordering and payment of invoices.

9. 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.

10. Insurance.

The CONTRACTOR will maintain throughout this Agreement the following insurance:

- a. The original of each such policy of insurance, or a complete duplicate, shall be delivered to the CITY by CONTRACTOR prior to starting work, together with evidence that the premiums have been paid.
- b. All required insurance shall be provided by insurers acceptable to the CITY with an A.M. Best rating of at least "A."
- c. 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.
- d. 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.

- e. 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.
- f. All liability insurance, except professional liability, shall be written on an occurrence basis.
- g. The CONTRACTOR waives its right of recovery against the CITY to the extent permitted by its insurance policies.
- h. 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.
- i. Except for works' 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.
- j. The Certificate(s) of Insurance shall designate the CITY as certificate holder as follows:

City of Leesburg

Attention: Aaliyah Davis, Purchasing Manager

P.O. Box 490630

Leesburg, Florida 34749-0630

- k. The Certificate(s) of Insurance shall include a reference to the project and/or purchase order number.
- l. The Certificate(s) of Insurance shall indicate that the CITY shall be notified at least thirty (30) days in advance of cancellation.
- m. The Certificate(s) of Insurance shall include all deductibles and/or self-insurance retentions for each line of insurance coverage.

- n. 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).

11. Indemnification.

The CONTRACTOR agrees to make payment of all proper charges for labor required in the aforementioned work and CONTRACTOR shall indemnify CITY and hold it harmless from and against any loss or damage, claim or cause of action, and any attorneys' fees and court costs, arising out of: any unpaid bills for labor, services or materials furnished to this project; any failure of performance of CONTRACTOR under this Contract; or the negligence of the CONTRACTOR in the performance of its duties under this Contract, or any act or omission on the part of the CONTRACTOR, his agents, employees, or servants. CONTRACTOR shall defend, indemnify, and save harmless the CITY or any of their officers, agents, or servants and each and every one of them against and from all claims, suits, and costs of every kind and description, including attorney's fees, and from all damages to which the CITY or any of their officers, agents, or servants may be put by reason of injury to the persons or property of others resulting from the performance of CONTRACTOR'S duties under this 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.

12. Codes, Laws, and Regulations.

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

13. 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.

14. 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.

15. Access to Records.

CONTRACTOR will maintain accounting records, in accordance with generally accepted accounting principles and practices, to substantiate all invoiced amounts. Said records will be available for examination by the CITY during CONTRACTOR'S normal business hours. Said records will be maintained for a period of three (3) years after the date of the invoice.

16. 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.

17. 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 services(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.

18. Payment.

All invoices shall contain the purchase order number, date and location of delivery provided quantity of services, CITY pay item number, item description and confirmation of acceptance of the delivery by the appropriate CITY representative. Failure to submitted 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.

19. 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.

20. 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.

21. 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.

22. No Third-Party Beneficiaries.

This Agreement gives no rights or benefits to anyone other than the CONTRACTOR and the CITY.

23. Jurisdiction.

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

24. 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.

25. Non-appropriation.

The CONTRACTOR understands and agrees that this Contract is subject to the availability of funds to the CITY to purchase the specified products/services. As used herein, a "nonappropriation" shall be defined as an occurrence wherein the CITY, in any fiscal period, does not allocate funds in its budget for the purchase of the specified products/services or other amounts owed pursuant to this Contract, from the source of funding which the CITY anticipates using to pay its obligations hereunder, and the CITY has no other funds, from sources another than ad valorem taxes, which it deems to be available to pay its obligations under this Contract. The CITY may terminate this Contract, with no further liability to the CONTRACTOR, effective the first day of a fiscal period provided that:

- a. A non-appropriation has occurred, and
- b. The CITY has provided the CONTRACTOR with written notice of termination, not less than fifteen (15) days before the proposed termination date. Upon the occurrence of such nonappropriation the CITY shall not be obligated for payment for any fiscal period for which funds have not been appropriated.

26. Contact Person.

The primary contact person under this Agreement for the CONTRACTOR shall be Leroy Pierce, Owner. The primary contact person under this Agreement for the CITY shall be Neil Gaines, Public Works Director.

27. 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.

28. 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.

29. Risk of Loss.

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

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

30. 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 al 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.

31. Illegal Alien Labor.

CONTRACTOR shall comply with all provisions of the Federal Immigration and Control Act of 1986 (8 U.S. Code § 1324 a) and any successor federal laws, as well as all provisions of Section 448.09, Florida Statutes, prohibiting the hiring and continued employment of aliens not authorized to work in the United States. CONTRACTOR shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or enter into an Agreement with a subcontractor that fails to certify to the CONTRACTOR that the subcontractor is following the terms stated within. The CONTRACTOR nor any subcontractor employed by him shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. CONTRACTOR agrees that it shall confirm the employment eligibility of all employees through participation in E-Verify or an employment eligibility program approved by the Social Security Administration and will require same requirement to confirm employment eligibility of all subcontractors.

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

32. 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.

33. 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 respective dates under each signature.

PIERCE LANDSCAPING AND OUTDOOR SERVICE, LLC

Title

THE CITY OF LEESBURG, FLORIDA

James A. Burry Jr., Mayor

ATTEST:

J. Andi Purvis, City Clerk

Approved as to form and content:

William Watson, City Attorney

ATTACHMENT 'A'

Lot Mowing, Debris Clean-Up & Board-Up Services (IFB 231001)					
			Pierce Outdoor Service		
Bid Item No.	Task Description	Unit of Measure	Estimated Annual Quantity	Quoted Unit Cost	Estimated Annual Cost
GROUP A - ON-CALL LOT MOWING					
A1	Improved Lots: Up to 1/2 Acre in Size (lots with structures) Grass height under 12".	Each	\$ 50.00	\$ 10.00	\$ 500.00
A2	Improved Lots: 1/2 - 1 Acre in Size (lots with structures) Grass height under 12".	Each	\$ 10.00	\$ 15.00	\$ 150.00
A3	Unimproved Lots: Up to 1/2 Acre in Size (lots without structures) Grass height under 12".	Each	\$ 20.00	\$ 20.00	\$ 400.00
A4	Unimproved Lots: 1/2 - 1 Acre in Size (lots without structures) Grass height under 12".	Each	\$ 10.00	\$ 25.00	\$ 250.00
A5	Improved Lots: Up to 1/2 Acre in Size (lots with structures) Grass height over 12".	Each	\$ 10.00	\$ 15.00	\$ 150.00
A6	Improved Lots: 1/2 - 1 Acre in Size (lots with structures) Grass height over 12".	Each	\$ 5.00	\$ 20.00	\$ 100.00
A7	Unimproved Lots: Up to 1/2 Acre in Size (lots without structures) Grass height over 12".	Each	\$ 5.00	\$ 30.00	\$ 150.00
A8	Unimproved Lots: 1/2 - 1 Acre in Size (lots without structures) Grass height over 12".	Each	\$ 5.00	\$ 45.00	\$ 225.00
A9	72" Zero Turn Mower 1/4 Hour With Operator	Each	\$ 4,960.00	\$ -	\$ -
A 10	60" Zero Turn Mower 1/4 Hour With Operator	Each	\$ 4,960.00	\$ -	\$ -
A 11	48" Zero Turn Mower 1/4 Hour With Operator	Each	\$ 4,960.00	\$ -	\$ -
A 12	60" Walk Behind Mower 1/4 Hour With Operator	Each	\$ 4,960.00	\$ -	\$ -
A 13	48" Walk Behind Mower 1/4 Hour With Operator	Each	\$ 4,960.00	\$ 5.00	\$ 24,800.00
A 14	20" - 22" Walk Behind Mower 1/4 Hour with Operator	Each	\$ 1,240.00	\$ 5.00	\$ 6,200.00
A 15	Landscape Maintenance Hourly Labor Rate for Equipment Operator and Crew Supervision	Each	\$ 4,960.00	\$ 38.00	\$ 188,480.00
A 16	Line Trimming, Stick Edging, Hedge Trimming, Leaf Blower 1/4 Hour With Operator	Each	\$ 2,480.00	\$ 4.00	\$ 9,920.00
A 17	General Landscape Maintenance Hourly Labor Rate for Detail Work as Unskilled Labor. Tasks include Weeding,	Each	\$ 2,480.00	\$ 4.00	\$ 9,920.00
A 18	Mobilization Fee Includes Truck, Trailer, Crew Transportation (once per week)	Hour	\$ 31.00	\$ 100.00	\$ 3,100.00
GROUP A - LOT MOWING TOTALS					\$ 244,345.00
GROUP B - DEBRIS CLEAN-UP					
B1	Debris gathered and moved to curbside (may be included)	Hour	\$ 50.00	\$ 20.00	\$ 1,000.00
B2	Trash Bag, 42 Gal., 3 mil	Each	\$ 200.00	\$ 1.00	\$ 200.00
B3	Mobilization Fee	Each	\$ 5.00	\$ 100.00	\$ 500.00
GROUP B - DEBRIS CLEAN-UP TOTALS					\$ 1,700.00
GROUP C - BOARD-UP SERVICES					
C1	Sheeting, OSB - 1/2-inch	Each	\$ 100.00	\$ 25.00	\$ 2,500.00
C2	Ply-Sheath 1/2-inch	Each	\$ 215.00	\$ 40.00	\$ 8,600.00
C3	Heavy-duty Lock/hasp	Each	\$ 5.00	\$ 25.00	\$ 125.00
C4	2" x 4" x 8' Lumber	Each	\$ 60.00	\$ 10.00	\$ 600.00
C5	Power Fasteners (ie, Pasload charge)	Fastener	\$ 80.00	\$ 0.50	\$ 40.00
C6	Mobilization Fee	Each	\$ 5.00	\$ 100.00	\$ 500.00
C7	After Hours Response fee	Hour	\$ 6.00	\$ 60.00	\$ 360.00
GROUP C - BOARD-UP SERVICES TOTALS					\$ 12,725.00
Total Bid Amount - All Groups					\$258,770.00

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.B.3.

Meeting Date: September 11, 2023

From: Aaliyah Davis, (Purchasing Manager), 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 Task Order with Jones Edmunds and Associates, Inc. for design and engineering services for Lift Station 72 Bypass Force Main Project; and providing an effective date.

Staff Recommendation:

Staff recommends execution of a Task Order with Jones Edmunds and Associates, Inc. for the Lift Station 72 Bypass Force Main Project in the amount of \$973,395.00.

Analysis:

The City conducted a Southern Area Sewershed Study in 2019. The study showed that the City's wastewater infrastructure had a critical vulnerability at lift station 72. The study also provided options for transporting wastewater to the treatment plant; the best option was the forcemain bypass. Jones Edmunds was selected to develop a concept for the bypass and the forcemain bypass is required to provide sewer service for the new growth being experienced in the southern area of the City. Current infrastructure is almost at capacity and in order to send future wastewater to the Turnpike Treatment Plant, a new wastewater line that bypasses lift station 72 must be constructed. Currently, the majority of wastewater in the Southern area flows through lift station 72. Even with the expansion of lift station 72, it will still not support the amount of growth currently being experienced. There is no other way to get future wastewater to the treatment plant without constructing a new "bypass" line. In order to construct the bypass, a design provided by an engineering firm is required.

Procurement Analysis:

On June 13, 2022, pursuant to Resolution 11,092, the City Commission approved execution of a Professional Services Agreement on a Continuing Basis with Jones Edmunds and Associates, Inc. This Task Order is being made under the terms and conditions of that continuing agreement.

Options:

1. Approve Resolution authorizing execution of a Task Order under the Continuing Professional Services Contract with Jones Edmunds and Associates, Inc.; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

Funds are available in the Wastewater Capital Projects fund.

Account No. 044-4099-535-6310

Project No. 440002

WF No. WF1429908

Requisition 55811

Budget \$1,750,712

Available \$1,597,538

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A
TASK ORDER WITH JONES EDMUNDS AND ASSOCIATES, INC. FOR
DESIGN AND ENGINEERING SERVICES FOR LIFT STATION 72 BYPASS
FORCE MAIN PROJECT; AND PROVIDING AN EFFECTIVE DATE.**

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

THAT the Mayor and City Clerk are hereby authorized to execute an agreement with JONES EDMUNDS AND ASSOCIATES, INC. whose address is 730 NE WALDO ROAD, GAINESVILLE, FL 32641, for LIFT STATION 72 BYPASS FORCE MAIN DESIGN 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 11th day of September 2023.

Mayor

ATTEST:

City Clerk

**TASK ORDER UNDER AN
AGREEMENT FOR PROFESSIONAL SERVICES
ON A CONTINUING BASIS**

THIS TASK ORDER is made as of the 11th day of September in the year 2023, between **THE CITY OF LEESBURG, FLORIDA**, 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”, or “SPONSOR”, or “OWNER”), and **JONES EDMUNDS & ASSOCIATES. INC.** whose address is 730 NE Waldo Road, Gainesville, FL 32641 (hereinafter referred to as the “PROFESSIONAL”, or “CONSULTANT”, or “Consultant”).

WITNESSTH:

WHEREAS, on JUNE 13, 2022, pursuant to resolution 11092 the CITY and PROFESSIONAL entered into an Agreement for professional engineering services on a continuing basis (hereinafter referred to as the “Master Agreement”). The Master Agreement is referenced herein as though set forth in full text.

WHEREAS, the CITY and the PROFESSIONAL desire to enter into a Written Task Order (hereinafter referred to as “Task Order”) for professional services providing a Lake Denham Trail PD&E Study on the below referenced Project.

NOW THEREFORE, for and in consideration of the mutual covenants and promises contained in this Task Order, the CITY and the PROFESSIONAL do hereby agree as set forth below:

1. Recitals.

The above recitals are true and correct and are incorporated herein.

2. Scope of Services.

The Parties agree to the Scope of Services and Fee pursuant to the terms and conditions set forth in the PROFESSIONAL’s proposal included as ATTACHMENT ‘A’ for the project generally described as:

**Project:
LIFTSTATION 72
BYPASS FORCE MAIN PROJECT**

3. Compensation.

The PROFESSIONAL shall perform the Scope of Services for an amount of **\$973,395.00**. The cost of these services shall not exceed this amount unless the CITY has executed a written Change Order approving additional Services and additional compensation.

[Signature page follows.]

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

JONES EDMUNDS & ASSOCIATES. INC.

By: _____

Printed: _____

Its: _____
(Title)

THE CITY OF LEESBURG, FLORIDA

James A. Burry Jr., Mayor

ATTEST:

J. Andi Purvis, City Clerk

Lift Station 72 Bypass Force Main Project

TO: Ryan Gerdon
Deputy Director Public Works
City of Leesburg
550 South 14th Street
Leesburg, Florida 34749-0630

DATE: August 29, 2023

SUBJECT: Lift Station 72 Bypass Force Main Project
Jones Edmunds Opportunity No. 95403-248-22

PROJECT BACKGROUND

The City of Leesburg is experiencing significant population growth, resulting in increased flows in the existing wastewater system. To prepare for the growth and to improve operational efficiencies, the City had Jones Edmunds evaluate its Turnpike wastewater collection system. The resultant Technical Memorandum was completed in Fall 2020. The evaluation identified wastewater flows to Lift Station (LS) 72 as a critical link to maintaining the City's level of service for the Turnpike wastewater collection system.

To alleviate flows going to LS 72, the evaluation proposed the LS 72 Bypass Force Main Project. The planned system-capacity improvement project included installing an approximately 5,000-foot-long 12-inch-diameter bypass force main (FM) to connect the existing 12-inch FM on the west side of the US-27 right-of-way to the existing LS 106 FM. The proposed bypass FM route would be installed through a high-voltage transmission utility corridor easement controlled by Duke Energy Corporation. Figure 1 shows the original schematic diagram of the proposed LS 72 Bypass Force Main Project as presented in the 2020 Technical Memorandum.

Since 2020, the new residential developments proposed within the Turnpike sewershed area have increased and their timelines moved forward. The developer-driven flow changes have resulted in the diameter, length, and configuration of the LS 72 Bypass Force Main Project increasing along with the projected level of complexity and number of stakeholders involved. Due to the increasing scale and costs for the project, the City solicited design services through the request for proposal (RFP) process. The City selected Jones Edmunds to design and permit the LS 72 Bypass Force Main Project.

As an interim step to the full-scale design, the City requested that Jones Edmunds support the City's legal counsel in obtaining the rights to the Duke Energy corridor, supporting the

City in meetings with developers, and other as-needed services. These services are nearing completion in accordance with PO 538130.

Figure 1 Fall 2020 Lift Station 72 By-pass Force Main Layout

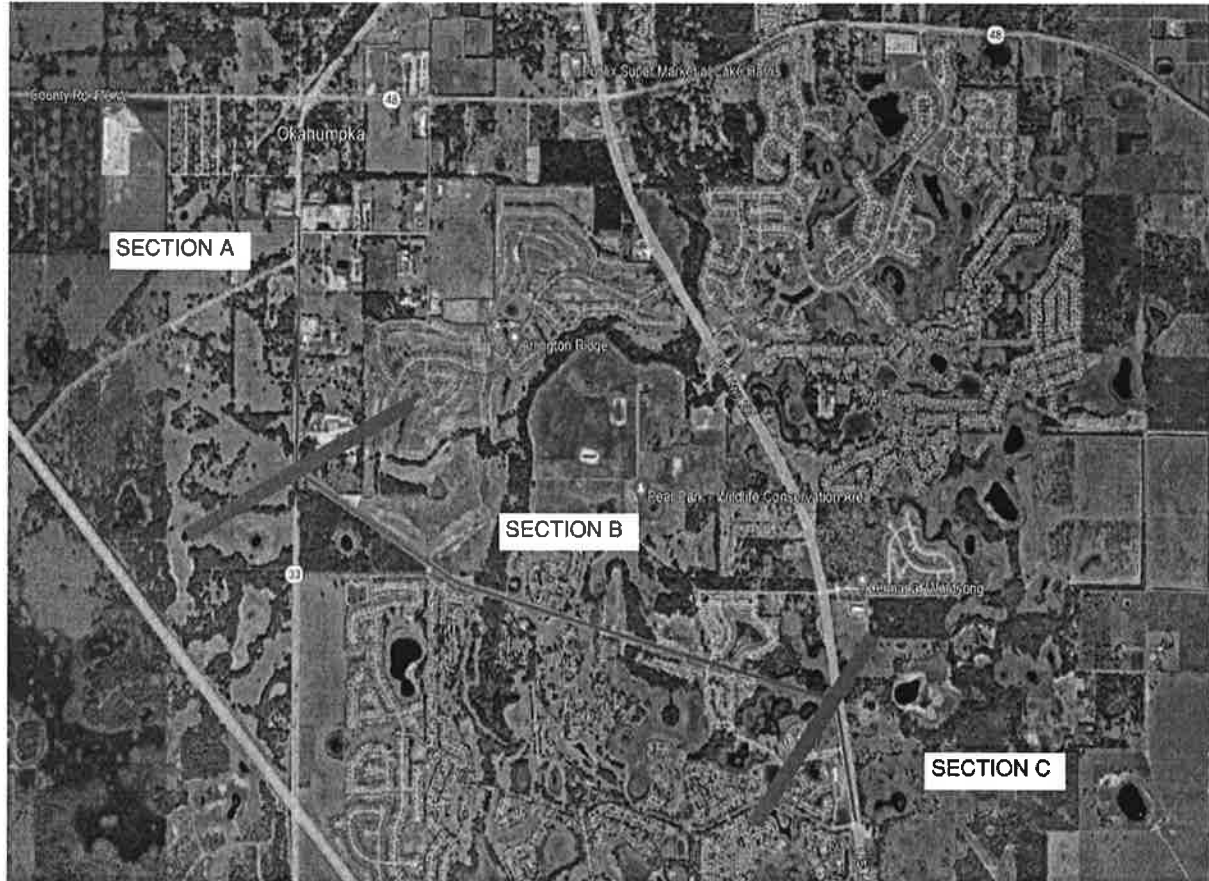


With those services nearly complete, the City requested that Jones Edmunds develop a design scope and fee for the Lift Station 72 Bypass Force Main Project. The design scope herein includes surveying, geotechnical, design engineering, permitting, and bidding services.

In accordance with the City's direction and to account for the potential variability of the route, Figure 2 shows that we have divided the route into three sections: A, B, and C. The goal of splitting the route into three sections is to allow work to proceed where the City has existing property rights. Based on discussions with the City, Section A would be the first section to be surveyed, and the design tasks would start immediately upon receipt of the survey. The survey and design of Section C is expected to be the second highest priority section. In parallel to these tasks, the City will continue to obtain rights to the easements

within the Duke Energy transmission corridor. Once all easements are confirmed, the survey would be initiated for Section B, with design following receipt of the survey.

Figure 2 Current Lift Station Bypass Force Main Layout with Sections



Once all sections of the bypass FM route have been surveyed and initially designed, we will initiate the geotechnical field work to include work as necessary to support horizontal directional drills (HDDs) and/or other design elements. As of the date of this proposal, the expected FM diameters for the respective sections are as follows:

- Section A: +/- 6,250 linear feet (LF) of 24-inch FM; open-cut will be dimension ratio (DR)18 polyvinyl chloride (PVC), HDD will be DR11 high-density polyethylene (HDPE).
- Section B: +/-11,900 LF of 20-inch FM; open-cut will be DR18 PVC, HDD will be DR11 HDPE.
- Section C: +/- 12,950 LF of 16-inch FM; open-cut will be DR18 PVC, HDD will be DR11 HDPE.

SCOPE OF SERVICES

TASK 1 – PROJECT MANAGEMENT AND KICKOFF MEETING

PROJECT INITIATION AND MANAGEMENT

Jones Edmunds will set up project financial files and prepare a Project Management Plan (PMP) that will be used throughout the project. The PMP will summarize the City's goals and critical success factors, project schedule, project budgets, communication plan, accounting/invoicing procedures, and project contacts list. Jones Edmunds will monitor project progress (percent complete and schedule) and manage the project in conformance with the PMP to the extent possible throughout the Contract.

KICKOFF MEETING WITH CITY PERSONNEL

Jones Edmunds will conduct a virtual kickoff meeting with the City. During the kickoff meeting, the following will be discussed:

- Key issues and confirming the City's objectives and expectations related to the project.
- Availability of information to be used in the preliminary engineering services.
- Overall project objectives refined and review/confirm the project schedule.

TASK 2 – SURVEYING

Jones Edmunds will authorize a professional land surveyor (PLS) subconsultant to perform a topographic/location survey within the limits of the proposed FM route in support of the design. The Topographic Survey will meet the Standards of Practice as prescribed by the Florida Board of Professional Land Surveyors in Chapter 5J-17 of the Florida Administrative Code (FAC), Section 472.027 of the Florida Statutes. The survey will include the following:

- Task I – Topographic Survey:
 1. Prepare survey calculations file and field package information.
 2. Research public records for deeds, plats, right-of-way maps, and other survey information.
 3. Locate, check, and establish horizontal and vertical control.
 4. Locate existing right-of-way and boundary monumentation for property determination.
 5. Locate aboveground visible improvements including but not limited to buildings, visible utilities, pavement, curbs, fences, and signage.
 6. Obtain spot elevations on a 100-foot grid throughout site, including 5 feet off site:
 - Section A limits are right-of-way to right-of-way.
 - Section B limits are width of the proposed easement.
 - Section C starting at the Duke corridor and going south, collect from the median to the easterly right-of-way of US-27 to the route termination at Bridges Road.
 7. Locate storm drainage structures including pipe sizes, types, invert elevations, and connectivity (if accessible and attainable).

8. Locate gravity sanitary sewer manholes including pipe sizes, types, invert elevations, and connectivity (if accessible and attainable).
 9. Process, check, and review field information.
 10. Prepare a Topographic Survey in accordance with Chapter 5J-17 of the Florida Administrative Code.
 11. Perform final review and sign/seal by a Professional Surveyor and Mapper.
- Survey Notes:
- Horizontal control will be based on the State Plane Coordinate System, Florida East Zone (NAD83).
- Vertical control will be based on the North American Vertical Datum of 1988 (NAVD88).

Task II – Subsurface Utility Location Survey

1. Perform an ASCE 38-02 Quality Level B field investigation (utility designation) to flag/mark the existing discoverable underground utility facilities.
 - Section A: Provide 3 cross sections to determine the side of road to designate. Perform an ASCE 38-22 Quality Level B field investigation (utility designation) to flag/mark the existing discoverable underground utility facilities on 1 side of the road in section A, which is approximately 6,200' in length. We estimate 3 underground utilities 18,600' (3.5 utility miles) plus 1 day for cross sections.
 - Section B: Perform an ASCE 38-22 Quality Level B field investigation (utility designation) to flag/mark the existing discoverable underground utility facilities in section B, which is approximately 11,700' feet. We estimate 1 underground utility and 5 road crossings with 4 underground utilities (5 days).
 - Section C: Provide 3 cross sections along the east side of US-27 to determine the level of utilities to designate. Perform an ASCE 38-22 Quality Level B field investigation (utility designation) to flag/mark the existing discoverable underground utility facilities on 1 side of the road in section C, which is approximately 12,700' in length. We estimate 4 underground utilities 50,800' (9.6 utility miles) plus 1 day for cross sections.
2. Survey and map found utility facilities on the Topographic Survey.
3. Perform an ASCE 38-02 Quality Level A field investigation (utility test holes) of up to 10 locations per Section specified by the Client. WGI will provide Survey & CADD Field Test Hole Data sheets with the obtainable data: location, digital photos, utility description, depth, size, type, direction, and material for each test hole.

Deliverables: Topographic Survey – two signed and sealed digital PDF files and AutoCAD digital files.

TASK 3 – GEOTECHNICAL SERVICES

Jones Edmunds will authorize a professional geotechnical engineer subconsultant for this task. The geotechnical investigation is expected to include the following:

- Clear utilities at the site through Sunshine One Call.
- Provide maintenance of traffic (MOT). The MOT is expected to consist of signage. No flagmen are expected.
- Mobilize to the site with truck-mounted or all-terrain drilling equipment.
- Advance 21 soil penetration test (SPT) borings 10 feet and two SPT borings 35 feet below land surface along the FM route.
- Perform visual classification of the soil samples obtained from the soil borings to confirm field classifications.
- Perform soil laboratory classification tests on representative samples, as considered appropriate. These tests may include the percent soil fines passing the No. 200 sieve determinations, natural moisture content determinations, and corrosion series tests.

The subsurface investigation will occur once we have the approved preliminary design in place, and borings will be conducted at the selected locations along the proposed route.

These services will be provided under the direction of a Geotechnical Engineer registered in the State of Florida. The results of the exploration will be presented in a geotechnical engineering report. This report will specifically address the following items:

- Existing site conditions.
- Exploration, testing, and sampling methods.
- Subsurface soil conditions encountered and soil classifications, including any unsuitable materials encountered.
- Depth to groundwater at the time of the exploration and estimated seasonal high.
- A review of subsurface features and site conditions that could affect construction and site preparation.
- Recommendations for site preparation and construction of bedding and compacted backfills for the FM.
- Recommendations for earthwork construction monitoring and testing.
- A discussion of the suitability of the soils that may be excavated from the site for use as backfill.

Deliverables: One paper copy and one electronic PDF copy of the final geotechnical report.

TASK 4 – CONSTRUCTION DOCUMENTS

Task 4 will consist of three submittals – Preliminary Design, 90% Design, and Bid Documents. The 90% Design and Bid Documents submittals will include Design Drawings, Technical Specifications, and an Engineer's Opinion of Probable Construction Cost (EOPCC), and the Preliminary Design Task will be focused on the FM route workshop.

PRELIMINARY DESIGN SUBMITTAL

Jones Edmunds will provide the following preliminary design and engineering services during the collection of the topographic survey and development of the detailed Design Drawings and Specifications. This task will be to evaluate the proposed FM route based on a site visit and walk-through of the route and an evaluation of the available geographic information system (GIS) data.

This task will include the following:

- Perform a site visit to evaluate the proposed route.
- Review available GIS data such as existing FM layers, County parcel data, recent high-resolution aerial imagery, and light detection and ranging (LiDAR) elevation data.
- Develop 10% preliminary design-level GIS figures of the proposed route indicating the recommended side of the road for the pipeline.
- Identify potential conflicts and roadway crossing requiring trenchless installation by HDD.

Once the preliminary figures are developed, Jones Edmunds will host a review meeting with the City to discuss the proposed route. Items discussed and agreed to during the meeting will be incorporated into the Final Design.

Deliverables: One electronic PDF copy of the preliminary design figures and the design review meeting minutes will be provided to the City.

90% AND BID DOCUMENTS SUBMITTALS

The Drawings will use Jones Edmunds' presentation standards. The City-provided standard details will be used to the extent practical. A preliminary list of Drawings is outlined below as a basis of design for our fee estimate. The FM plan sheets will be prepared at the following scale:

- Horizontal: 1 inch = 20 feet (full-size sheets, 22-x-34-inch); and 1 inch = 40 feet (half-size sheets, 11-x-17-inch).

Drawing No.	Title
G-1	Cover Sheet
G-2	Drawing Index and Key Map
G-3	General Notes
G-4	Legends and Pipe Schedule
C sheets	Force Main Plans
C sheets	Force Main Plan and Profile (HDDs)
D-sheets	Civil and Utility Details
SWPPP sheets	Erosion and Sedimentation Control Plan, Notes, and Details

Technical Specifications will be prepared using Jones Edmunds standard Construction Standards Institute 16-division format. The City will provide bidding and construction contract documents (front ends/Division 0) for the project. We will review and provide comments on the City's standard bidding and construction contract documents.

90% DESIGN SUBMITTAL

Jones Edmunds will prepare a 90% Design Submittal to the City for review and comment. The 90% Design Submittal will present the proposed complete design pending the City's comments and will include Drawings, Front-End Documents, Technical Specifications, an EOPCC, and permit application packages.

The EOPCC accuracy range will be Level 2 according to the Association for the Advancement of Cost Engineering (AACE) International's Cost Estimate Classification System (Recommended Practice No. 18R-97). The classifications depend on the level of project definition, with Level 1 being the highest level of definition and Level 5 being the lowest level of definition.

We assume that the City will need 2 weeks to review the submittal package. Jones Edmunds will participate in a review meeting with the City to discuss and obtain the City's comments. Changes agreed to at the meeting will be incorporated into the Bid Documents Submittal documents.

90% Deliverables: Jones Edmunds will provide PDF copies of the 90% Drawings, Technical Specifications, and EOPCC to the City. Jones Edmunds will also provide hardcopies of the permit application packages for signature by the City, after which Jones Edmunds will coordinate submittal to the appropriate permitting agency. Jones Edmunds will distribute electronic copies of the design review meeting minutes to meeting attendees by email. The meeting minutes will include key decisions made and action items discussed during the meeting.

BID DOCUMENTS SUBMITTAL

After the 90% design review meeting, Jones Edmunds will incorporate the City's review comments into the Final Design Submittal and issue the Bid Document Design Submittal. The Bid Document Submittal will be completed after obtaining all approved permits described in Task 5. The Final Design Submittal will include the Drawings, Front-End Documents, Technical Specifications, a final EOPCC, and approved permit application package(s).

Final-Deliverables: Jones Edmunds will provide two paper copies and one electronic copy (PDF and/or CAD format) of the Final Design submittal to the City.

TASK 5 – PERMITTING ASSISTANCE

Jones Edmunds will provide the permitting services described below. All permit applications will be submitted based on the combined completed Sections A, B and C 90% Design Submittal.

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) NOTIFICATION/APPLICATION FOR CONSTRUCTING A DOMESTIC WASTEWATER COLLECTION/TRANSMISSION SYSTEM

Jones Edmunds will prepare and submit FDEP Form 62-604.300_3a_10_04_2021 and respond to up to one Request for Additional Information (RAI). We assume that the City will pay the permit application fees of \$500.00.

FDEP AND US ARMY CORPS OF ENGINEERS (USACE)-ENVIRONMENTAL WETLANDS-SPECIES INVESTIGATION

Jones Edmunds will prepare and submit FDEP and USACE Forms and documentation to facilitate the FM installation relative to environmental considerations encountered along the proposed route. We expect this to include environmental site assessments and threatened

and/or endangered species evaluations. We will respond to up to two RAIs. We assume that the City will pay the permit application fees.

DUKE TRANSMISSION CORRIDOR PERMIT

Jones Edmunds will prepare and submit the permit application to Duke Energy. Signed-and-sealed drawings and application documents will be provided by the Engineer of Record and submitted to Duke. Up to two Request for Additional Information (RFI) responses will be included as part of this task. Permit fees are excluded from this Scope of Services and will be paid directly by the City.

FDOT UTILITY PERMIT

Jones Edmunds will prepare and submit the permit application documents to the Florida Department of Transportation (FDOT). Signed-and-sealed drawings and application documents will be provided by the Engineer of Record and submitted to FDOT. Up to two RFI responses will be included as part of this task. Permit fees are excluded from this Scope of Services and will be paid directly by the City.

CITY OF LEESBURG DEVELOPMENT REVIEW COMMITTEE (DRC) PERMIT

Jones Edmunds will prepare the DRC application permit with assistance from the City and respond to up to one RAI for this project. The City will pay any review/application fee. Comments from the DRC review will be incorporated by Jones Edmunds into the Final Submittal. We will respond to one RAI for the DRC permit.

LAKE COUNTY PUBLIC WORKS RIGHT-OF-WAY PERMIT

Jones Edmunds will apply to the Lake County Public Works Department for a Right-of-Way Utilization permit and respond to one RAI. The City will pay any review/application fee. Comments from Lake County will be incorporated by Jones Edmunds into the Final Submittal.

Deliverables: As required for permit submission, Jones Edmunds will provide hard copy and electronic PDF copies of each draft permit application to the City for review. The final permit applications will require City signatures. Jones Edmunds will collect the signed permit applications from the City and submit to the regulatory agencies. Electronic and hardcopies of all fully executed permits will be provided to the City.

TASK 6 – BIDDING SERVICES

Jones Edmunds will provide the following bidding services to assist the City with awarding the construction contract:

- Coordinate with City Procurement staff to finalize the Bidding Documents.
- Assist the City with advertisement of the bid.
- Respond to prospective bidder questions.
- Prepare up to two Contract Addenda. The Addenda will be issued by the City.

A Pre-Bid Meeting is not expected for this project, and services for that have been excluded from this Scope of Services.

SCHEDULE

Jones Edmunds will begin work on this project on receipt of a signed contract and Notice to Proceed (NTP) from the City. Jones Edmunds expects development and coordination of individual milestones based on the timing of individual Sections A, B, and C being initiated and completed. The schedules will be submitted to the City for review and approval before commencing each segment. For a project of this nature and magnitude, we expect Bid Document submittal at between 10 to 14 months from NTP based on the survey schedule and City review times. Given that this project has uncertainty in the commencement of Section B, we do not expect being able to complete this project in less than 10 months.

COMPENSATION

In accordance with the City of Leesburg's Request for Proposal No. 8406 for Consulting Engineering Services, Jones Edmunds proposes to perform the Scope of Services as described herein for each Section of the proposed Lift Station 72 Bypass Force Main based on a lump-sum fee, percent-complete basis as presented in the attached table.

PROPOSAL CLARIFICATIONS

The following clarifications are exclusions or conditions to this Scope of Services. Excluded items may be provided by Jones Edmunds with written authorization via a Contract amendment.

- Jones Edmunds understands that the City's intent is to allow construction of the proposed force main to be performed by a Developer's construction firm. Please note modifications to the final permitted design during construction would need to be reviewed and approved by Jones Edmunds to facilitate Jones Edmunds completion of certificate of completion documentation for permits.
- The proposed FM pipe sizes are noted above and will be the basis of the design.
- No residential and/or commercial FM service connections will be added to the new FM.
- The project schedule and fees are based on the design and permitting of the entire route. Changes to the route may require additional schedule or fee based on the project status at the time of the change.
- The project schedule and fees are based on the City bidding the project as one set of Bid Documents. If the City chooses to complete the project in segments, modifications to the schedule and additional fees may be required.
- This project will not require designing or permitting stormwater systems.
- The project will not require modifications to existing roads.
- This project will not impact any wetlands based upon the assumed route. If any wetlands are identified during field investigations, the City will be notified immediately. Jones Edmunds will provide any additional design services as required through a modification to this Scope of Services.
- Wetland mitigation, design, and permitting are excluded from this Scope of Services.
- Archaeological and/or historical investigations are not expected to be necessary and are excluded from this Scope of Services.

- The project includes no known areas that are contaminated by low-molecular-weight petroleum products or organic solvents.
- Permitting services other than those described herein are excluded from this Scope of Services.
- RAIs from permitting agencies will not result in changes to the pipeline route/alignment or construction methods.
- All permit application fees will be paid by the City.
- The City will coordinate with the County and other necessary parties on any activities related to zoning, comprehensive planning, fire-department approvals, building-permitting approvals, and easement acquisition.
- A gopher tortoise survey and Temporary Exclusion Permits are excluded from this Scope of Services. We understand that the City will contract directly with a local company for these services if necessary.
- The City will acquire all required easements/properties, legal descriptions, and official boundary surveys. Professional services related to these activities are excluded from this Scope of Services.
- Construction Administration Assistance and Limited Observation Services are excluded from this Scope of Services and are being submitted to the City under a separate scope and fee document.

Jones Edmunds appreciates this opportunity to offer our professional engineering services to the City of Leesburg and looks forward to working with the City on this important project. If you have any questions or wish to discuss any aspect of the proposed Scope of Services, please contact Ken Fraser at (904) 744-5401 or kfraser@jonesedmunds.com.

Attachment – Fee Estimate

Y:\07810-Leesburg\Opportunities\2022\95403-248-22-BY-PASS-FM\FINAL-BY-PASS-DOCS\01-REV-FINAL-ScopeFee-design.Docx

Project Name: Lift Station 72 Bypass Force Main Project
 Client: City of Leesburg
 Opportunity Number: 95403-248-22
 Project Number:
 Date: 8/29/2023

JonesEdmunds

		Labor Category													
		Project Officer	Senior Engineer	Senior Project Manager	Project Engineer	Engineer	Engineer Intern	CADD Designer	Construction Administrator	Senior Technical Editor	Senior Admin Assistant				
		RFQ180211 Rates													
		\$275.00	\$250.00	\$240.00	\$200.00	\$145.00	\$125.00	\$135.00	\$175.00	\$145.00	\$100.00				
Task No.	Task Description											Labor Hours	Total Labor Costs	Total Expenses	Total Fee
1	Project Management and Kick-off Meeting	24	80	120	4	40	24	24	4	4	40	364	\$ 73,520.00	\$ 2,500.00	\$ 76,020.00
2	Survey and SUE														
	Section A	2	24	12	0	16	8	16	4	0	8	90	\$ 16,410.00	\$ 77,900.00	\$ 94,310.00
	Section B	2	16	12	0	16	8	12	2	0	4	92	\$ 18,120.00	\$ 82,600.00	\$ 100,720.00
	Section C	2	16	16	0	16	16	16	2	0	2	86	\$ 15,420.00	\$ 99,000.00	\$ 114,420.00
3	Geotechnical Services	2	8	16	2	16	16	4	1	0	4	69	\$ 12,225.00	\$ 30,450.00	\$ 42,675.00
4	Construction Documents														
	Section A	20	100	80	12	120	140	140	12	40	8	672	\$ 114,600.00	\$ 7,500.00	\$ 122,100.00
	Section B	24	160	100	20	200	240	240	16	60	16	1,076	\$ 179,100.00	\$ 11,250.00	\$ 190,350.00
	Section C	18	140	120	24	120	230	230	16	48	8	954	\$ 161,110.00	\$ 6,250.00	\$ 167,360.00
5	Permitting Assistance	8	60	40	2	40	80	40	2	16	2	290	\$ 51,270.00	\$ 500.00	\$ 51,770.00
6	Bidding Services	1	20	12	0	16	8	4	1	4	2	68	\$ 12,970.00	\$ 500.00	\$ 13,470.00
	Total	103	644	528	64	600	770	726	60	172	94	3,761	\$ 654,945.00	\$ 318,450.00	\$ 973,395.00

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.1.

Meeting Date: September 11, 2023

From: Al Minner, (City Manager)

Subject: Resolution of the City Commission of the City of Leesburg, Florida accepting and approving a First Amendment to Agreement for the Utility Construction Reimbursement (Pioneering) agreement between the City of Leesburg and Stanley Martin Homes, LLC; and providing an effective date.

Staff Recommendation:

Approve resolution adopting a Pioneering Agreement Amendment.

Analysis:

This resolution concerns the water main extension agreement for the new subdivision named Silver Lake Estates (SLE - formerly known as Robuck/Ostrander). The intent of the agreement is to construct a 10" water main that "loops" all the development in the SR 44 corridor by extending a main along SR 44, Poe Road and Radio Road - back to SR 441. Along Radio Road, agreements and construction is in place to extend the water main from SR 441 to Poe Road (Liberty Preserve and Troon Creek). SLE was originally going to extend a 10" from SR 441 to their subdivision along SR 44. In the original agreement, the City was going to pay the developer \$189,487 for upsizing the main. However, in permitting the project with Lake County, the County is requiring considerably more boring (to avoid tree removal), which has increased the estimated cost to \$490,487. In lieu of the original cash payment, staff worked with the developer to modify the cash payment to an impact fee reimbursement agreement. This allows the developer to start construction, the City to shift Water Fund cash and increase pipe size to achieve the infrastructure goal.

Procurement Analysis:

N/A

Options:

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

Fiscal Impact:

Previously budgeted cash has been shifted to the recently approved Troon Creek water development agreement. And enough impact fees in the 44 Corridor will be available to reimburse the developer as

development occurs.

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA ACCEPTING AND APPROVING A FIRST AMENDMENT TO
AGREEMENT FOR THE UTILITY CONSTRUCTION REIMBURSEMENT
(PIONEERING) AGREEMENT BETWEEN THE CITY OF LEESBURG AND
STANLEY MARTIN HOMES, LLC; AND PROVIDING AN EFFECTIVE DATE.**

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

THAT the Mayor and City Clerk are hereby authorized to execute a First Amendment to the agreement for Utility Construction Reimbursement (Pioneering) agreement between the City of Leesburg and Stanley Martin Homes, LLC, whose address is 11710 Plaza America Drive, Suite 1100, Reston, Virginia 20190.

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 11th day of September 2023.

Mayor

ATTEST:

City Clerk

**FIRST AMENDMENT TO AGREEMENT FOR UTILITY CONSTRUCTION REIMBURSEMENT
(PIONEERING)**

THIS FIRST AMENDMENT TO AGREEMENT FOR UTILITY CONSTRUCTION REIMBURSEMENT (PIONEERING) (the "First Amendment") is hereby entered into on this ____ day of _____, 2023, by and between **THE CITY OF LEESBURG, FLORIDA**, a Florida municipal corporation, whose mailing address is 501 West Meadow Street, Leesburg, Florida 34748 (the "City"), and **STANLEY MARTIN HOMES, LLC**, a Delaware limited liability company, whose mailing address is 11710 Plaza America Drive, Suite 1100, Reston, Virginia 20190 (the "Developer").

Recitals

WHEREAS, Developer is the owner of certain real property located in Leesburg, Lake County, Florida identified as Parcel ID Numbers: 01-19-25-0500-020-00300, 01-19-25-0500-020-00303, 09-19-25-0004-000-04100, and 10-19-25-0003-000-02900, described more particularly in **Exhibit "A"** attached hereto (the "Property");

WHEREAS, on or about December 21, 2020, the City adopted Ordinance Number 20-44 which approved a Planned Unit Development (the "PUD") for the Robuck Ostrander Residential Development on the Property (the "Development");

WHEREAS, pursuant to the PUD, the Developer is required to install certain utility infrastructure necessary to serve the Development, including an 8" potable water main line along CR 44, however, the City has a need for 12" water main line in this area;

WHEREAS, in 2022, the City and Developer's predecessor in title, CR 44 Land Investment, LLC ("Prior Owner"), entered into a written Agreement for Utility Construction Reimbursement (the "Reimbursement Agreement") whereby Prior Owner agreed to construct and install an upsized 12" water main line and the City agreed to reimburse Prior Owner in the maximum amount of \$189,516.00 (the "Maximum Reimbursement") associated with such upsized improvements;

WHEREAS, the Maximum Reimbursement represented the estimated cost difference between the required 8" line and the upsized 12" line and was based on a mutually agreeable estimate of construction costs incorporated in the Reimbursement Agreement (the "Estimate");

WHEREAS, after the City and Prior Owner entered into the Reimbursement Agreement, Lake County imposed certain requirements that substantially increased the linear footage of the directional bore and increased the total estimated costs associated with the upsized improvements to the amount of \$490,487.00;

WHEREAS, based on the foregoing, Developer has proposed construction of the upsized water line improvements under the modified requirements imposed by Lake County in exchange for adjustment of the Maximum Reimbursement under the Reimbursement Agreement and the City deems it to be in the best interest of its citizens and utility customers to enter into this agreement with Developer adjusting the Maximum Reimbursement Amount;

NOW, THEREFORE, in consideration of the matters stated above and of the mutual covenants and promises of the parties hereto, and other good and valuable consideration, the

receipt and sufficiency of which are hereby acknowledged, the City and Developer hereby agree as follows:

1. The foregoing recitals are true and correct and are hereby incorporated herein for all purposes.

2. Developer shall not be paid the sum of \$189,516.00 in cash as originally stated in the Reimbursement Agreement. Such cash payment requirement shall be null and void.

3. Paragraph 4 of the Reimbursement Agreement shall be deleted in its entirety and replaced with the following:

An estimate of the total construction costs associated with the water main work is attached hereto as Exhibit "C" (the "**Total Cost Estimate**"), which includes a cost estimate and description of the Developer's proposed pipe size (the "**Developer Sized Utility Work**") and a cost estimate and description of the City's requested pipe size (the "**Oversized Utility Work**"). The City will reimburse Developer for the difference between the actual costs of the Developer Sized Utility Work and the actual costs of the Oversized Utility Work, not to exceed the Maximum Reimbursement (as hereinafter defined). Notwithstanding anything to the contrary contained herein, in no case shall the City be obligated to reimburse Developer in an amount which exceeds the difference between the estimated costs of the Developer Sized Utility Work and the estimated costs of the Oversized Utility Work, which is the sum of \$490,487.00 as reflected on the Total Cost Estimate (the "**Maximum Reimbursement**"). At such time as Developer has been reimbursed the Maximum Reimbursement or such lower amount based on actual costs of construction, this Agreement shall terminate and Developer shall not be entitled to any further reimbursements hereunder.

Notwithstanding anything to the contrary contained herein, Developer understands, agrees, and acknowledges that it will be reimbursed from water system capacity impact fees actually received by the City in connection with development in the CR 44 corridor and that the timing of such reimbursement is unclear. Developer further understands, agrees, and acknowledges that the developer of the nearby Liberty Preserve Development (the "Liberty Preserve Developer") has contributed to the construction of the water system in the area of the Development which has benefitted the Development, and that the Liberty Preserve Developer is entitled to be paid its maximum reimbursement amount from water system capacity impact fees collected by the City in the CR 44 corridor before Developer shall be entitled to payment or reimbursement in connection with this Agreement.

4. Schedule of Exhibits:

A. Exhibit "A" to the Reimbursement Agreement shall be replaced by Exhibit "A" attached hereto;

B. Exhibit "B" to the Reimbursement Agreement shall be replaced by Exhibit "B" attached hereto; and

C. Exhibit "C" to the Reimbursement Agreement shall be replaced by Exhibit "C" attached hereto.

5. All terms, conditions, and provisions of the Reimbursement Agreement remain in full force and effect except as modified hereby.

IN WITNESS WHEREOF, the Parties have caused this First Amendment to be executed in a manner sufficient to bind them on the day and year identified above.

Signed, sealed, and delivered before me:

CITY OF LEESBURG, a Florida municipal corporation,

By: _____
James A. Burry, Jr., Mayor

Date: _____

ATTEST:

J. Andi Purvis, City Clerk

APPROVED AS TO FORM AND LEGALITY:

William Grant Watson, City Attorney

STANLEY MARTIN HOMES, LLC, a
Florida limited liability company,

WITNESSES:

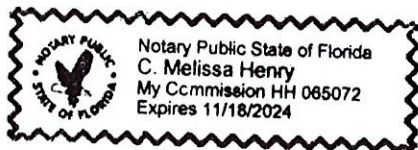
Christopher Dinklage
Christopher Dinklage
C. Melissa Henry
C. Melissa Henry
C. Melissa Henry

By: Richard Browning
Name: Richard Browning
Title: VP of Land
Date: 8/15/23

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me, **by means of ☒ physical presence or ☐ online notarization**, this 15 day of August, 2023, by Richard Browning, as the VP of Land of Stanley Martin Homes, LLC, a Florida limited liability company, who is X personally known or produced as identification _____.

(Seal)



C. Melissa Henry
NOTARY PUBLIC

EXHIBIT "A"
LEGAL DESCRIPTION OF PROPERTY

PHASE I 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 North 52°45'30" West, a chord length of 35.16 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 $79^{\circ}24'44''$, 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 $71^{\circ}28'26''$ West, a chord length of 152.57 feet; thence run along the arc of said curve through a central angle of $36^{\circ}17'00''$, an arc length of 155.15 feet to a point of tangency; thence North $53^{\circ}19'56''$ 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 $81^{\circ}40'04''$ West, a chord length of 35.36 feet; thence run along the arc of said curve through a central angle of $90^{\circ}00'00''$, an arc length of 39.27 feet to a point of non-tangency; thence North $53^{\circ}19'56''$ 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 $08^{\circ}19'56''$ West, a chord length of 35.36 feet; thence run along the arc of said curve through a central angle of $90^{\circ}00'00''$, an arc length of 39.27 feet to a point of tangency; thence North $53^{\circ}19'56''$ West, 98.85 feet; thence North $64^{\circ}19'56''$ 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 $76^{\circ}10'09''$ West, a chord length of 31.80 feet; thence run along the arc of said curve through a central angle of $79^{\circ}00'18''$, an arc length of 34.47 feet to a point of tangency; thence South $36^{\circ}40'04''$ West, 1.82 feet; thence North $53^{\circ}19'56''$ 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 $08^{\circ}19'56''$ West, a chord length of 35.36 feet; thence run along the arc of said curve through a central angle of $90^{\circ}00'00''$, an arc length of 39.27 feet to a point of tangency; thence North $53^{\circ}19'56''$ 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 $36^{\circ}40'04''$ 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 $53^{\circ}19'56''$ East, 5.20 feet; (2) thence North $36^{\circ}41'35''$ East, 295.34 feet; (3) thence North $35^{\circ}24'58''$ 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 $89^{\circ}27'25''$ East, 53.99 feet; (2) thence North $36^{\circ}39'17''$ East, 40.00 feet; (3) thence South $89^{\circ}27'20''$ East, 433.06 feet to the POINT OF BEGINNING.

PHASE 2 DESCRIPTION:

That part of the Southeast 1/4 of Section 10, Township 19 South, Range 25 East, Lake County, Florida; part of Lots 3 and 4, Block 20, 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 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:

COMMENCE 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 along said North line the following three (3) courses and distances; (1) North 89°27'20" West, 433.06 feet; (2) thence South 36°39'17" West, 40.00 feet; (3) thence North 89°27'25" West, 53.99 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 35°24'58" West, 60.37 feet; (2) thence South 36°41'35" West, 295.34 feet; (3) thence North 53°19'56" West, 5.20 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 South 36°40'04" West 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 South 53°19'56" East along said Easterly Right of Way line, 16.19 feet to the POINT OF BEGINNING; thence departing said Easterly Right of Way line run South 53°19'56" East, 108.81 feet to the beginning of a tangent curve concave Westerly having a radius of 25.00 feet, a chord bearing of South 08°19'56" East, 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; thence South 53°19'56" East, 50.00 feet; thence North 36°40'04" East, 1.82 feet to the beginning of a tangent curve concave Southerly having a radius of 25.00 feet, a chord bearing of North 76°10'09" East, 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; thence South 64°19'56" East, 97.71 feet; thence South 53°19'56" East, 98.85 feet to the beginning of a tangent curve concave Westerly having a radius of 25.00 feet, a chord bearing of South 08°19'56" East, 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; thence South 53°19'56" East, 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 81°40'04" East, 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; thence South 53°19'56" East, 30.21 feet to the beginning of a tangent curve concave Northerly having a radius of 245.00 feet, a chord bearing of South 71°28'26" East, 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 the beginning of a reverse curve concave Southerly having a radius of 25.00 feet, a chord bearing of South 49°54'34" East, 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; thence North 79°47'48" East, 50.00 feet to the beginning of a non-tangent curve concave Westerly having a radius of 75.00 feet, a chord bearing of South 13°13'17" West, 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; thence South 36°38'46" West, 34.76 feet to the beginning of a non-tangent curve concave Easterly having a radius of 125.00 feet, a chord bearing of South 18°03'59" West, 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 the beginning of a compound curve concave Northerly having a radius of 25.00 feet, a chord bearing of South 54°55'51" East, 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 reverse curve concave Southerly having a radius of 750.00 feet, a chord bearing of North 76°37'10" East, 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; thence North 82°33'55" East, 198.68 feet to the beginning of a tangent curve concave Westerly having a radius of 20.00 feet, a chord bearing of North 37°14'30" East, 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; thence North 08°04'55" West, 3.93 feet; thence North 81°55'05" East, 50.00 feet to the beginning of a non-tangent curve concave Northerly having a radius of 25.00 feet, a chord bearing of South 52°45'30" East, a chord length of 35.16 feet; thence run along the arc of said curve through a central angle of 89°21'10", an arc length of 38.99 feet; thence North 82°33'55" East, 95.29 feet; thence North 08°04'55" West, 117.54 feet; thence North 81°55'05" East, 360.15 feet; thence North 08°04'55" West, 95.00 feet; thence North 81°55'05" East, 50.00 feet; thence South 08°04'55" East, 95.00 feet; thence North 81°55'05" East, 491.37 feet; thence South 00°34'06" West, 40.21 feet; thence South 89°12'53" East, 169.88 feet; thence South 00°47'07" West, 78.61 feet; thence South 18°34'39" West, 101.21 feet; thence South 44°25'16" West, 95.04 feet; thence South 00°02'39" West, 24.43 feet; thence North 89°57'21" West, 103.68 feet; thence South 00°02'39" West, 83.53 feet to the South line of Lot 3, Block 20, 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; thence run along said South line of Lot 3 the following three (3) courses and distances; (1)thence North 88°26'57" West, 13.49 feet; (2)thence South 86°37'35" West, 274.64 feet; (3)thence South 86°26'36" West, 312.75 feet to the Southwest corner of said Lot 3 also being the Southeast corner of aforesaid FOREST AT SILVER LAKE; thence run along the Southerly line of said FOREST AT SILVER LAKE the following seven (7) courses and distances; (1)South 86°26'36" West, 69.27 feet; (2)thence South 82°33'55" West, 540.47 feet; (3)thence South 75°58'57" West, 57.40 feet; (4)thence South 75°23'05" West, 50.57 feet; (5)thence South 68°22'28" West, 511.00 feet; (6)thence South 53°04'57" West, 213.83 feet; (7)thence South 49°57'38" West, 5.10 feet to the Southwest corner of said FOREST AT SILVER LAKE; thence North 39°25'22" West along the Westerly line of said FOREST AT SILVER LAKE, 711.45 feet to the Easterly Right of Way line of County Road No. 44, according to said FOREST AT SILVER LAKE; thence North 36°40'04" East along said Easterly Right of Way line, 237.45 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)North 40°36'48" East, 185.75 feet; (2)thence North 38°17'03" East, 120.82 feet; (3)thence North 36°40'13" East, 110.78 feet to the POINT OF BEGINNING.

EXHIBIT "B"

The project consists of installing 2,456 linear feet of 12" PVC and ductile iron watermain, and 2,172 linear feet of 16" HDPE watermain along the East side of CR 44 from the connection point, station 10+20 just South of North Silver Lake Drive to CR 44 station 56+38, just South of Clark Street, located directly north of the property line of Silver Lake Point Phase 1. Watermain will not cross CR 44.

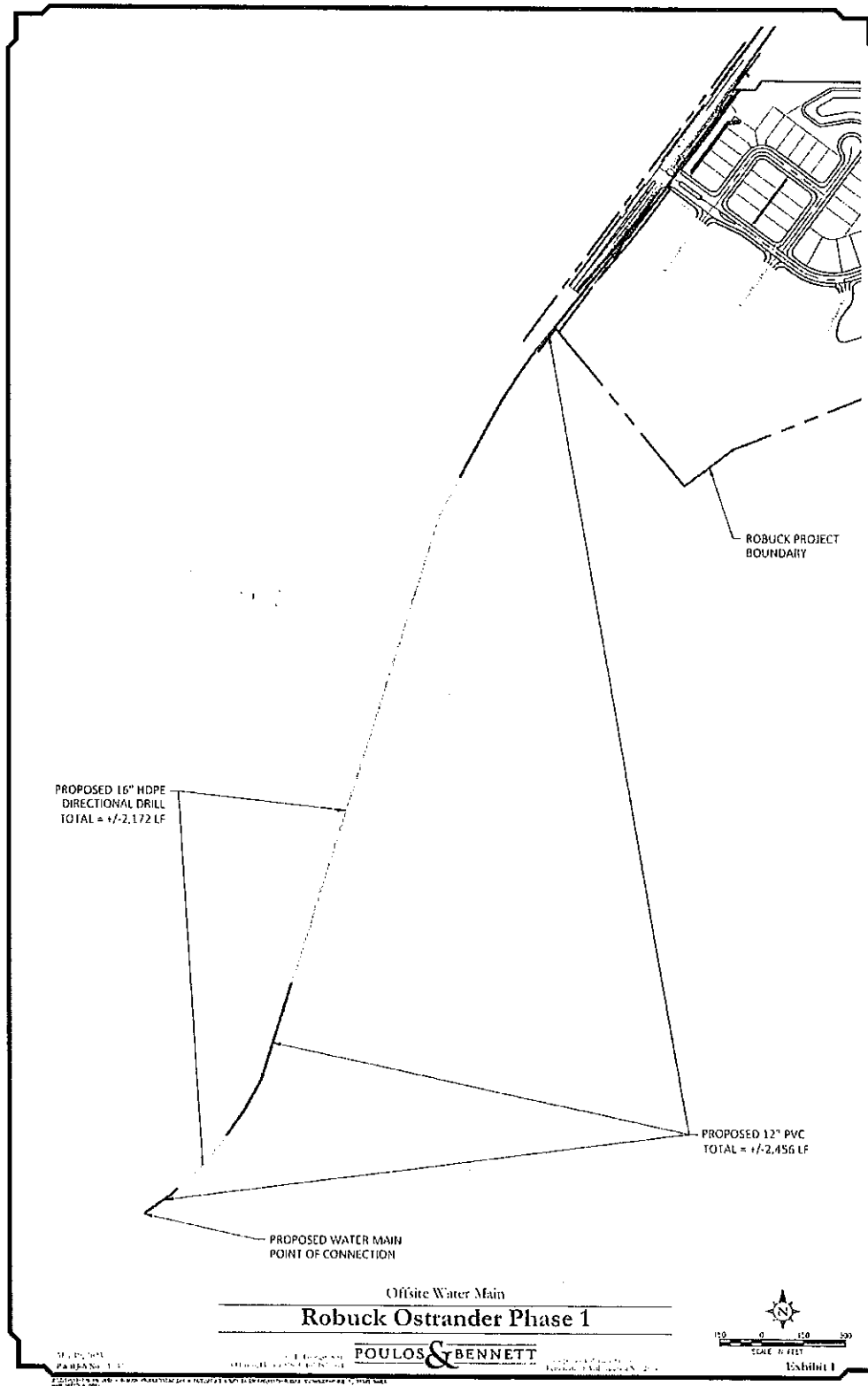


EXHIBIT "C"

04/03/2023
P&B Job # 19-176

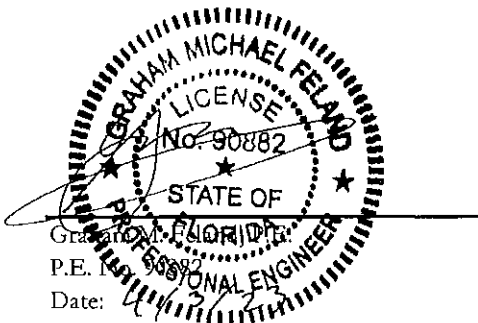
ROBUCK OSTRANDER PROPERTY - MJSB-21-185

CR 44 WATER MAIN EXTENSION

OVERSIZE AGREEMENT

STANDARD BID FORM AND PAY ITEMS - WATER MAIN

"Oversized Utility Work" and "Development Sized Utility Work"				
Description	Quantity	Unit	Unit Price	Total
Oversized Water Main				
12" PVC Water Main	2,456	LF	\$ 84.18	\$ 206,746.08
16" DR11 HPDE Directional Bore	2,172	LF	\$ 362.72	\$ 787,827.84
12" Fittings	1	LS	\$ 50,047.00	\$ 50,047.00
12" Gate Valve	7	EA	\$ 5,045.00	\$ 35,315.00
Oversized Utility Work Total				\$ 1,079,935.92
Development Required Water Main				
8" PVC Water Main	2,456	LF	\$ 36.74	\$ 90,233.44
10" DR11 HPDE Directional Bore	2,172	LF	\$ 215.00	\$ 466,980.00
8" Fittings	1	LS	\$ 39,000.00	\$ 39,000.00
8" Gate Valve	7	EA	\$ 2,370.22	\$ 16,591.54
Developer Sized Utility Work Total				\$ 612,804.98
Oversized Utility Work Total				\$ 1,079,936
Developer Sized Utility Work Total				\$ 612,805
Contingency				5%
"Oversizing Cost"				\$ 490,487



Note:

1. This oversize agreement is based on the Robuck Ostrander Property Phase 1 Construction Plans Rev 10 dated 03/31/2023.

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.2.

Meeting Date: September 11, 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 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 11th day of September 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 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

Kristen Collins

Signature

KEISTN COLLINS

Printed Name

[Signature]

Signature

Donny Jenkins

Printed Name

By: [Signature]

Donald R. Jenkins, Manager

STATE OF Florida
COUNTY OF marion

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 18 day of may, 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:

Tiffany Porter

Notary Public Signature

Tiffany Porter

Notary Public Name

My Commission Number:

My Expiration Date:

(seal)

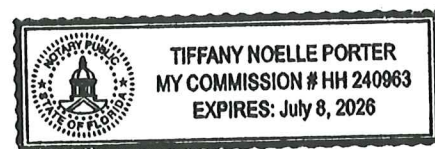


EXHIBIT "1"

SKETCH OF DESCRIPTION EASEMENT

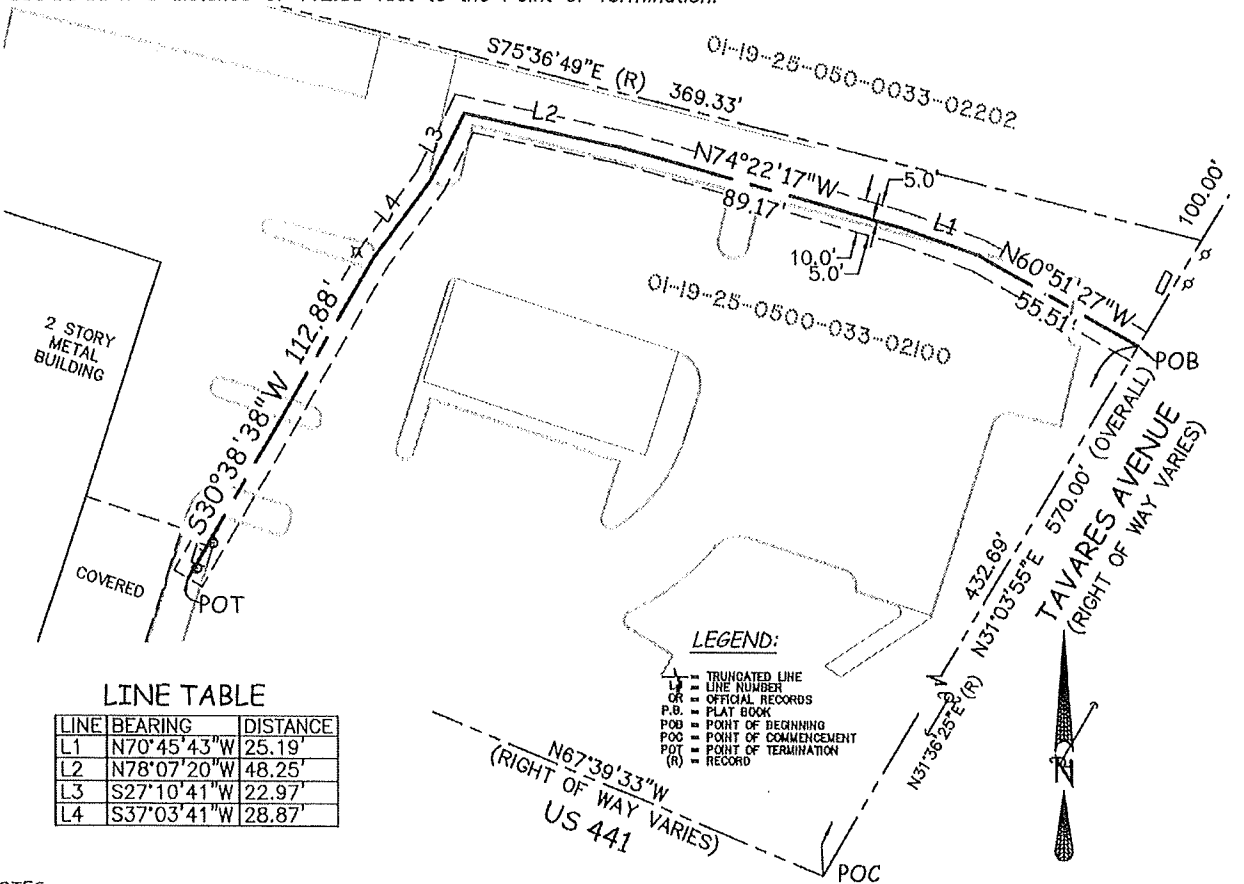
Parcel No.: 01-19-25-0500-033-02100

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.



LINE TABLE

LINE	BEARING	DISTANCE
L1	N70°45'43"W	25.19'
L2	N78°07'20"W	48.25'
L3	S27°10'41"W	22.97'
L4	S37°03'41"W	28.87'

NOTES:

1. PREPARED AS A SKETCH OF DESCRIPTION. *** THIS IS NOT A SURVEY ***
2. THIS MAP IS NOT A CERTIFICATION OF TITLE, ZONING, SETBACKS OR FREEDOM OF ENCUMBRANCES AND WAS PREPARED WITHOUT BENEFIT OF ABSTRACT OF TITLE AND ALL MATTERS OF TITLE SHOULD BE REFERRED TO AN ATTORNEY AT LAW.
3. PARCEL IS SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS OF WAY OF RECORD. (RECORDED, UNRECORDED, WRITTEN AND UNWRITTEN).
4. IMPROVEMENTS OTHER THAN THOSE SHOWN NOT LOCATED.
5. MAP BASED ON DESCRIPTION PROVIDED BY THE CLIENT.
6. THIS SURVEY WAS NOT INTENDED TO DELINEATE OR DEFINE ANY WETLANDS, ENVIRONMENTALLY SENSITIVE AREAS, WILDLIFE HABITATS OR JURISDICTIONAL LINES OF ANY FEDERAL, STATE, REGIONAL OR LOCAL AGENCY, BOARD, COMMISSION OR OTHER ENTITY.
7. ALL BEARINGS SHOWN HEREON ARE BASED ON THE WEST LINE OF TAVARES AVENUE AS BEARING N31°03'55"E ASSUMED.
8. DIMENSIONS OF IMPROVEMENTS SHOWN SHOULD NOT BE USED TO RECONSTRUCT BOUNDARY LINES.

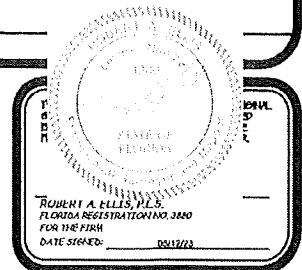
© COPYRIGHT 2023 BY ELLIS SURVEYS LLC

REVISIONS:

PROJECT NO: 23-1268
SCALE: 1"= 50'
DRAWN BY: RAE
CHECKED BY: MGEL
DATE DRAWN: 05/11/2023
FIELD BOOK/PAGE: XX/XX



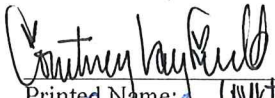
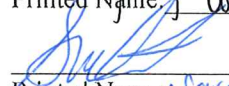
ELLIS SURVEYS LLC
Land Surveying & Planning
P.O. Box 160952
Altamonte Springs, FL 32716
Florida Licensed Business LB-7970
P. 407-834-4003 F. 407-869-5454
www.ellisurveys.com



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.

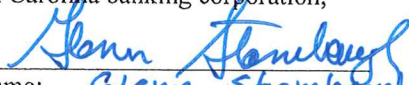
Signed and sealed in the presence of:


Printed Name: Courtney Layfield

Printed Name: Sarah Merchant

STATE OF Florida
COUNTY OF Duval

TRUIST BANK,

A North Carolina banking corporation,

By: 
Print Name: Glenn Stambaugh
Title: SVP

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 23rd day of June, 2023, by Glenn Stambaugh, as SVP 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.3.

Meeting Date: September 11, 2023

From: Robert Thilmony, (Gas Director)

Subject: Resolution of the City Commission of the City of Leesburg, Florida authorizing and directing the Mayor and City Clerk to execute a natural gas service agreement between the City of Leesburg and City Homes Leesburg, LLC, for the purpose of installing and providing natural gas service and setting forth the terms to the development known as Silver Lake Estates Phase I; and providing an effective date.

Staff Recommendation:

Staff recommends approval of a Gas Service Agreement with City Homes Leesburg, LLC.

Analysis:

City Home Leesburg, LLC is developing a subdivision located west of Silver Lake Drive and east of Overton Drive to be known as Silver Lake Estates. The estimated cost for the infrastructure which will be fully funded by the Developer is \$123,944.86.

Procurement Analysis:

N/A

Options:

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

Fiscal Impact:

Developer will place construction funds totaling \$123,944.86 in an escrow account sufficient to fully fund the project. A budget adjustment will be processed to add these funds to the current budget.

Account No. 042-0000-223-3100

WF No. WF1510078

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA AUTHORIZING AND DIRECTING THE MAYOR AND CITY
CLERK TO EXECUTE A NATURAL GAS SERVICE AGREEMENT BETWEEN
THE CITY OF LEESBURG AND CITY HOMES LEESBURG, LLC, FOR THE
PURPOSE OF INSTALLING AND PROVIDING NATURAL GAS SERVICE
AND SETTING FORTH THE TERMS TO THE DEVELOPMENT KNOWN AS
SILVER LAKE ESTATES PHASE I; 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 City Homes Leesburg, LLC, for the purpose of setting forth the terms under which the City will provide natural gas service to the development known as Silver Lake Estates Phase 1.

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 11th day of September 2023.

Mayor

ATTEST:

City Clerk

GAS SERVICE AGREEMENT

THIS AGREEMENT is made and entered into this 14 day of August, 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 City Homes Leesburg LLC 7835 Osceola Polk Line Rd, Davenport, Florida 33896 (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 Schedule "A" attached hereto

Parcel Identification Number(s): 01-19-25-0500-025-00300

WHEREAS, development of the Property has been authorized in accordance with the master plan on file with the City for "Silver Lake Estates Phase I" (the "Development"); and

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

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

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

1. The City shall, subject to the provisions of this Agreement, supply natural gas service which shall include main, service and meter installations, to the Property. Owner shall be responsible for installing and connecting all natural gas appliances to the outlet of City gas meters. A map of the Development is attached hereto as Exhibit "B" and by reference is made a part hereof. City shall provide such natural gas service from the supply line, including the gas meter.

2. Owner shall ensure that not less than eighty percent (80%) of the planned (69) units within the Development are equipped with:

- A. A natural gas water heater, and a natural gas furnace or Hydro-heat; or
- B. A natural gas water heater, and natural gas stove, and natural gas dryer.

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 and Twenty Three Thousand Nine Hundred and Forty Four dollars and Eighty Six cents. (\$123,944.86). 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: _____
James A. Burry, Jr., Mayor

ATTEST:

City Clerk

Approved as to form and content:

City Attorney

BY: James Bagley
Title: Manager



City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.4.

Meeting Date: September 11, 2023

From: Cliff Kelsey, (Public Works Director)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, accepting a Lift Station and Utility Easement to the City of Leesburg from Hometown Lakes at Leesburg, L.L.C., 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 Lift Station and Utility Easement from Hometown Lakes at Leesburg, L.L.C., for the property described therein.

Analysis:

Hometown Lakes at Leesburg, L.L.C. is granting a Lift Station and Utility Easement to the City of Leesburg, Florida for sanitary sewer, lift station, power, generator placement, and fencing purposes, and for construction, installation, alteration, operation, repair, maintenance, and replacement of said fencing, generator, electric lines, lift station improvements, wastewater lines, and related facilities.

Procurement Analysis:

N/A

Options:

1. Adopt the Resolution accepting and approving the Lift Station and 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 LIFT STATION AND UTILITY
EASEMENT TO THE CITY OF LEESBURG FROM HOMETOWN LAKES
AT LEESBURG L.L.C., 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 Hometown Lakes at Leesburg L.L.C., for the purpose of granting the City a Lift Station and Utility Easement over, under, upon, across, through and within the real property described in the document, is hereby accepted.

THAT this resolution shall take effect upon 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.

Mayor

ATTEST:

City Clerk

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

LIFT STATION AND UTILITY EASEMENT

THIS PERMANENT LIFT STATION AND UTILITY EASEMENT ("**Easement**") is hereby granted by **HOMETOWN LAKES AT LEESBURG L.L.C.**, a Delaware limited liability company, whose mailing address is C/O Hometown America, 110 N. Wacker Drive, Suite 4500, Chicago, IL 60606 ("**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 sanitary sewer, lift station, power, generator placement, and fencing purposes, and for construction, installation, alteration, operation, repair, maintenance, and replacement of said fencing, generator, electric lines, lift station improvements, wastewater lines, and related facilities (the "**Facilities**"), over, under, upon, across, through and within the following described lands, located within the manufactured home community commonly referred to as Lakes of Leesburg (the "**Community**"), in Lake County, Florida, and referred to hereinafter as the "**Easement Area**" to wit:

SEE BOUNDARY SURVEY AND LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT "A"

The easement rights specifically include: (a) the right of perpetual ingress and egress to patrol, inspect, alter, improve, construct, repair, maintain, rebuild, relocate, remove and provide access and service to the Facilities; (b) the right to decrease or increase, or to change the quantity and type of, the Facilities; (c) the right to clear the Easement Area of trees, limbs, undergrowth, and other physical objects (regardless of the location of such trees, limbs, undergrowth and other objects) which, in the reasonable opinion of Grantee, endanger or interfere with the safe and efficient installation, operation, or maintenance of the Facilities; and (d) 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. **GRANTEE** acknowledges that the Facilities are located near an entrance to the Community and that the aesthetics of the Easement Area is important to **GRANTOR**. As such, notwithstanding anything to the contrary contained herein, the addition or expansion of any above-ground Facilities (including any replacement of the fencing) shall require the prior written approval of **GRANTOR**, such approval not to be unreasonably withheld. **GRANTEE** shall also install appropriate landscaping around the fencing, which landscaping will be maintained by **GRANTOR** after installation.

GRANTEE shall ensure that the Easement Area is safe and secure at all times that work is being performed within the Easement Area and that such work is conducted in such a way to minimize disruption to the operations of the Community and to avoid the risk of damage to personal property or

personal injury to employees, residents, guests or other invitees of **GRANTOR**.

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. **GRANTEE** shall maintain the Easement Area in good condition and repair, clear of any debris or rubbish. **GRANTEE** will repair and/or replace any improvements, landscaping or sodding in the Easement Area that is damaged in connection with any maintenance or repairs made by **GRANTEE** to the Facilities. **GRANTOR** acknowledges that **GRANTEE** is entitled to fence off the Easement Area, however, **GRANTEE** shall cooperate with reasonable requests for access to the Easement Area upon **GRANTOR'S** written request.

GRANTEE shall not assign any of its rights under this Easement to a third party that is not a municipal agency or subdivision as defined in Florida Statute Section 768.28. **GRANTEE** shall indemnify and hold harmless, to the extent permitted by applicable laws, the **GRANTOR** against any actions, claims, or damages arising out of the negligent or wrongful act or omission of **GRANTEE** or its agents, contractors, subcontractors, licensees, franchisees, employees, and other parties associated with **GRANTEE**.

GRANTEE agrees that in the event **GRANTEE** abandons its use of the Easement Area for the purposes herein expressed, the Easement granted herein shall become null and void and all right, title and interest in and to the Easement Area granted to **GRANTEE** hereunder shall automatically revert to **GRANTOR**.

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:

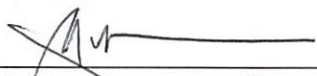
HOMETOWN LAKES AT LEESBURG,
L.L.C., a Delaware limited liability company



Signature

GREGORY R. LYNCH

Printed Name



Signature

Janet Randle

Printed Name

By: 

Print: Kenneth Kravenas

Title: Chief Operating Officer

STATE OF ILLINOIS
COUNTY OF COOK

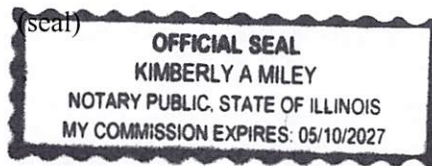
The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 29th day of AUGUST, 2023, by KENNETH KAVENAS, as COO of Hometown Lakes at Leesburg, L.L.C., a Delaware limited liability company, who is ☒ personally known to me or ☐ who produced the following identification:

Kimberly A Miley
Notary Public Signature

Kimberly A Miley
Notary Public Name

My Commission Number: 749405

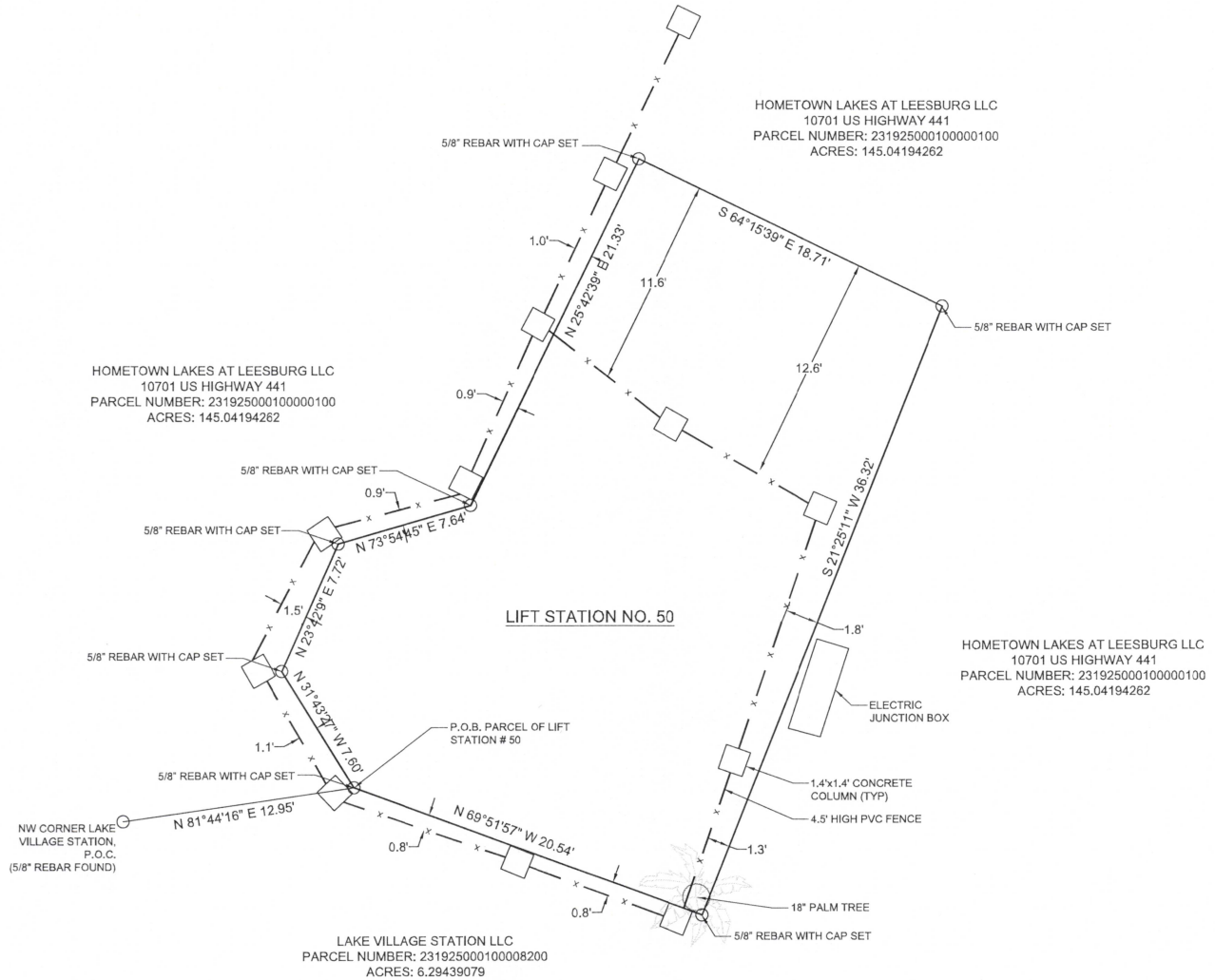
My Expiration Date: 5/10/2027



PROPOSED BOUNDARY SURVEY
LIFT STATION NO. 50, LAKES BOULEVARD
LEESBURG, LAKE COUNTY, FLORIDA



SCALE 1:3



DESCRIPTION OF PARCEL FOR LIFT STATION #50, CITY OF LEESBURG, FL:

FROM NW CORNER OF NE 1/4 OF SECTION 23, TOWNSHIP 19 SOUTH, RANGE 25 EAST, RUN SOUTH ALONG WEST LINE OF NE 1/4 OF SAID SECTION A DISTANCE OF 1179.81 FT; THENCE S71°46'54\"/>

SITE SURVEY
SCALE: 1\"/>

Exhibit "A"



SITE MAP
SCALE: 1\"/>

DATUM: FPRN; NAVD 83, NAD 83 FLORIDA EAST STATE PLANE COORDINATES

I HEREBY CERTIFY THAT THIS BOUNDARY SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS FOR SURVEYS, AS SET FORTH BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS IN CHAPTER SJ-17.025, SJ-17.026, SJ-17.027, SJ-17.028, SJ-17.029 OF THE FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SELECTING 472.027, FLORIDA STATUTES, AND THAT THE SEAL HEREON MEETS PROCEDURES AS SET FORTH IN CHAPTER SJ-17.028, PURSUANT TO SECTION 472.025, FLORIDA STATUTES.	
LEGEND	
P.O.B. POINT OF BEGINNING	
P.O.C. POINT OF COMMENCEMENT	
CITY OF LEESBURG	
PURA VIDA ENGINEERING SERVICES	
6457 HAZELTINE NATIONAL DRIVE, SUITE 150, ORLANDO, FLORIDA 32822	

JOSE A CORREA
Digitally signed by JOSE A CORREA
DN: cn=JOSE A CORREA, email=jcorrea@pura-vida.com, o=PURA VIDA ENGINEERING SERVICES, ou=ENGINEERING, c=US

SEAL & SIGNATURE:
JOSE A CORREA RIVERA LICENSE NUMBER No. 7023 STATE OF FLORIDA REGISTERED PROFESSIONAL SURVEYOR & MAPPING ENGINEER
SHEET NO.: 1
DRAWN BY: M. LIFE
SCALE: 1\"/>
FIELD SURVEY DATE: 03/07/23
JOB NO.: J3125
CHECKED: J.C.

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.5.

Meeting Date: September 11, 2023

From: Robert Thilmony, (Gas Director)

Subject: Resolution of the City Commission of the City of Leesburg, Florida repealing Resolution No. 11,353 in its entirety and authorizing the Mayor and City Clerk to execute a Gas Service Agreement between the City of Leesburg and TLC Banning Ranch, LLC, for the purpose of setting forth the terms under which the city will provide natural gas service to the development to be known as Banning Ranch Phase I and Banning Ranch Phase II; and providing an effective date.

Staff Recommendation:

Staff recommends accepting and approving the Resolution repealing Resolution No. 11,353 in its entirety and authorizing the Mayor and City Clerk to execute gas service agreements between the City of Leesburg and TLC Banning Ranch, LLC.

Analysis:

Resolution No. 11,353 approved gas service agreements with Cardiac Dragon 360 AC, LLC for the development known as Banning Ranch Phase I and Banning Ranch Phase II. In order to update the ownership information for the property and make the agreements consistent with recent changes to the code regarding allowable gas appliances, Resolution No. 11,353 should be repealed in its entirety.

The City of Leesburg is agreeing to provide natural gas service to TLC Banning Ranch, LLC, for the development known as Banning Ranch Phase 1 and Banning Ranch Phase 2, pursuant to the terms of the Gas Service Agreement.

Procurement Analysis:

N/A

Options:

1. Adopt the Resolution accepting and approving the Gas Service 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 REPEALING RESOLUTION NO. 11,353 IN ITS ENTIRETY AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A GAS SERVICE AGREEMENT BETWEEN THE CITY OF LEESBURG AND TLC BANNING RANCH, LLC, FOR THE PURPOSE OF SETTING FORTH THE TERMS UNDER WHICH THE CITY WILL PROVIDE NATURAL GAS SERVICE TO THE DEVELOPMENT TO BE KNOWN AS BANNING RANCH PHASE I AND BANNING RANCH PHASE II; AND PROVIDING AN EFFECTIVE DATE.

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

THAT Resolution No. 11,353 is hereby repealed in its entirety; and

THAT the Mayor and City Clerk are hereby authorized and directed to execute Gas Service Agreements between the City of Leesburg and TLC Banning Ranch, LLC, whose address is 605 Commonwealth Avenue, Orlando, Florida 32803, for the purpose of setting forth the terms under which the City will provide natural gas service to the development known as Banning Ranch Phase I and Banning Ranch Phase II.

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 11th day of September 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 TLC Banning Ranch, LLC located at 605 Commonwealth Avenue, Orlando, Florida 32803 (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):

WHEREAS, development of the Property has been authorized in accordance with the master plan on file with the City for "Banning Ranch Phase 1" (the "Development"); and

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

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

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

1. The City shall, subject to the provisions of this Agreement, supply natural gas service which shall include main, service and meter installations, to the Property. Owner shall be responsible for installing and connecting all natural gas appliances to the outlet of City gas meters. A map of the Development is attached hereto as Exhibit "B" and by reference is made a part hereof. City shall provide such natural gas service from the supply line, including the gas meter.

2. Owner shall ensure that not less than eighty percent (80%) of the planned one hundred and sixteen (116) units within the Development are equipped with:

- A. A natural gas water heater; and
- B. A natural gas furnace or Hydro-heat. Or
- C. A natural gas water heater; and
- D. A natural gas stove; and
- E. A natural gas dryer.

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 two hundred and fifty five thousand nine hundred and ninety six dollars and eighty four cents (\$255,996.84). 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

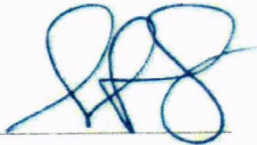
BY: _____
Mayor

ATTEST:

City Clerk

Approved as to form and content:

City Attorney

BY:  _____
Stephen Oros
Vice President, TLC Banning Ranch LLC

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 TLC Banning Ranch, LLC located at 605 Commonwealth Avenue, Orlando, Florida 32803 (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):

WHEREAS, development of the Property has been authorized in accordance with the master plan on file with the City for "Banning Ranch Phase 2" (the "Development"); and

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

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

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

1. The City shall, subject to the provisions of this Agreement, supply natural gas service which shall include main, service and meter installations, to the Property. Owner shall be responsible for installing and connecting all natural gas appliances to the outlet of City gas meters. A map of the Development is attached hereto as Exhibit "B" and by reference is made a part hereof. City shall provide such natural gas service from the supply line, including the gas meter.

2. Owner shall ensure that not less than eighty percent (80%) of the planned one hundred and twenty five (125) units within the Development are equipped with:

- A. A natural gas water heater; and
- B. A natural gas furnace or Hydro-heat. Or
- C. A natural gas water heater; and
- D. A natural gas stove; and
- E. A natural gas dryer.

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 two hundred and fifty four thousand nine hundred and twenty one dollars and seventy seven cents (\$254,921.77). 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

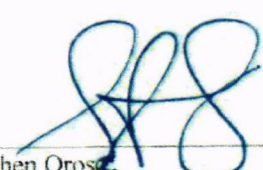
BY: _____
Mayor

ATTEST:

City Clerk

Approved as to form and content:

City Attorney

BY:  _____
Stephen Orosz
Vice President, TLC Banning Ranch LLC

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.6.

Meeting Date: September 11, 2023

From: Al Minner, (City Manager)

Subject: Resolution of the City Commission of the City of Leesburg, Florida appointing members to the Leesburg Electric Advisory Board; and providing an effective date.

Staff Recommendation:

Select members to serve on the newly created Electric Advisory Board.

Analysis:

In 2017 the City Commission adopted ordinance 17-02, which created an Electric Advisory Board. For various reasons, members of the Board were never selected. However, with State Legislative action being considered to modify the operations of municipal electric utilities, appointment of this Board is more important than ever before. Section 2-153 of the Code of Ordinances contemplates the composition of the 5 member; 2-year staggering term body. The composition of the Board creates a cross section of the Leesburg Electric customer base to create representation in operations and rate making recommendations.

The Board shall consist of the following members, with the listed names from applications. The Commission should appoint one member to each Board classification as follows:

Two-Year Appointments (Through December 31, 2025)
--

Leesburg Residential Customer

Jack Braton - 1104 Cedar Street

Jose M. Lozano - 20055 Royal Tern Court

Frederick Scott West - 318 Amanda Lane

Lake County Residential Customer

Moise Graham - 24719 South Avenue

Thomas Moody - 205 Grand Vista Trail

Timothy Morris - 9605 Silver lake Drive

Martin D. Rosenblum - 36421 Piney Ridge Boulevard

Angela Wade - 218 Prince Drive

Matt Weber - 33636 Picciola Drive

Fruitland Park Residential Customer

Thomas Jemison - 3089 Collins Court

Marc Schwartz - 918 Hack Landing

Initial One-Year Appointment (Through December 31, 2024)

Large Commercial Account (Over 100,000 KwH Annually)

Amanda McLea - Lake Medical Imaging

Dan Robuck - RoMac Lumber

Small Commercial Account (Under 100,000 KwH Annually)

Jessica Flinn - Gourmet Today Catering - 2022 Tally Road

Procurement Analysis:

N/A

Options:

N/A

Fiscal Impact:

N/A

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA APPOINTING MEMBERS TO THE LEEBURG ELECTRIC
ADVISORY BOARD; AND PROVIDING AN EFFECTIVE DATE.**

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

THAT the Mayor and City Commission hereby appoint the following people to serve on the Leesburg Electric Advisory Board:

Large Commercial Account (Term Through December 31, 2024) _____

Small Commercial Account (Term Through December 31, 2024) _____

Leesburg Residential Customer (Term Through December 31, 2025) _____

Fruitland Park Residential Customer (Term Through December 31, 2025) _____

Lake County Residential Customer (Term Through December 31, 2025) _____

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 11th day of September 2023.

Mayor

ATTEST:

City Clerk



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CITY OF LEESBURG
APPOINTED ADVISORY BOARD APPLICATION

Date: 07.13.23

Name: Amanda McLea

Home Address: 434 Hitchcock St Lady Lake FL 32159

Mailing Address: 434 Hitchcock St Lady Lake FL 32159

Business Address: 801 E Dixie Ave Suite 104 Leesburg FL 34748

Home Phone: 352.267.0997

Cell Phone: 352.267.0997

Business Phone: 352.787.5858

Extension: 5003

Education, Training or Experience related to the activities of the Advisory Board to which Appointment is sought:

Building Construction / Management / Maintenance - Project Mgmt Exp.

Professional Organizations/Memberships:

American Society Healthcare Engineers - Rotary -

Have you ever served on a City of Leesburg Advisory Board in the past?

NO

If yes, which Board?

Dates Served: _____

Name of Board or Committee for Which you would like to serve:

☐ Airport Advisory Board

☐ Fire Pension Board

☐ Planning and Zoning
Commission

☐ Carver Heights CRA

☐ General Employee
Retirement Board

☐ Police Pension Board

☐ Downtown Leesburg CRA

☐ Historic Preservation Board

☐ Recreation Advisory Board

☒ Electric Advisory Board

☐ Library Advisory Board

☐ Other

I will attend meetings in accordance with the adopted policies of the city of Leesburg. If at any time my business or professional interest conflict with the interest of the Advisory Board, I will not participate in such deliberations.

A Ma
Signature of Applicant

07.13.23
Date

RETURN TO: City Clerk's Office City of Leesburg PO Box 490630 Leesburg, FL 34739-0630; or email
citymanager@leesburgflorida.gov



Lake Medical Imaging

Accredited by the American College of Radiology

LG
com

PHONE:

352-787-5858

July 27, 2023

LEESBURG:

801 E. Dixie Avenue
Suite 104
Leesburg, FL 34748

Mr. Al Miner
501 West Meadow Street
Leesburg, FL 34748

THE VILLAGES:

Sharon Morse Medical Plaza
1400 US Highway 441 N.
Suites 510 & 511
The Villages, FL 32159

Dear Mr. Miner,

I understand Mrs. Amanda McLea has been recommended as a candidate to serve on an Appointed Advisory Board with the City of Leesburg. This letter confirms Lake Medical Imaging is in full support, without hesitation, of this appointment.

Lake Sumter Landing
910 Old Camp Road
Suite 122
The Villages, FL 32162

Amanda has been employed with our organization since December 2002. She is the Facilities Director and oversees the building operations and maintenance at all seven Lake Medical Imaging locations, located throughout Lake, Sumter and Marion Counties.

Colony Plaza
340 Heald Way
The Villages, FL 32163

Mulberry Grove
8801 SE 165th Mulberry Ln
The Villages, FL 32162

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

Sincerely,

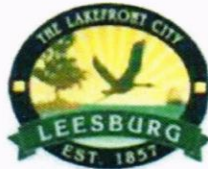
RADIOLOGISTS AT:

Leesburg Regional
Medical Center
The Villages Regional
Medical Center

Troy E. Purcell, M.S.F.

Practice Administrator

LAKEMEDICALIMAGING.COM



LG
com

**CITY OF LEESBURG
APPOINTED ADVISORY BOARD APPLICATION**

Date: 6/30/2023

Name: Dan Robuck

Home Address: 4635 Sloewood Drive, Mt Dora, FL 32757

Mailing Address: 610 E Main St, Leesburg, FL 34748

Business Address: 700 E Main St, Leesburg, FL 34748

Home Phone: 352-989-0751

Cell Phone: 352-989-0751

Business Phone: 352-314-0894

Extension: _____

Education, Training or Experience related to the activities of the Advisory Board to which Appointment is sought:
8 years on Leesburg City Commission; 8 years on FMPA Policy Makers Committee, 2 years as Chair

Professional Organizations/Memberships: Leesburg Area Chamber of Commerce, Lake Economic Area Development Partnership

Have you ever served on a City of Leesburg Advisory Board in the past? No

If yes, which Board? _____

Dates Served: _____

Name of Board or Committee for Which you would like to serve:

☐ Airport Advisory Board

☐ Fire Pension Board

☐ Planning and Zoning
Commission

☐ Carver Heights CRA

☐ General Employee
Retirement Board

☐ Police Pension Board

☐ Downtown Leesburg CRA

☐ Historic Preservation Board

☐ Recreation Advisory Board

☒ Electric Advisory Board

☐ Library Advisory Board

☐ Other

I will attend meetings in accordance with the adopted policies of the city of Leesburg. If at any time my business or professional interest conflict with the interest of the Advisory Board, I will not participate in such deliberations.

HDRobuck

Signature of Applicant

6/30/2023

Date

RETURN TO: City Clerk's Office City of Leesburg PO Box 490630 Leesburg, FL 34739-0630; or email
citymanager@leesburgflorida.gov

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COM



CITY OF LEESBURG
APPOINTED ADVISORY BOARD APPLICATION

Date: 7/2/23

Name: Jessica Finn

Home Address: 2204 Vine Street Leesburg FL 34748

Mailing Address: _____

Business Address: 2022 Tully Road Suite 2 Leesburg 34748

Home Phone: _____

Cell Phone: 352-408-0663

Business Phone: 352-978-1203

Extension: _____

Education, Training or Experience related to the activities of the Advisory Board to which Appointment is sought: _____

Professional Organizations/Memberships: Leesburg Chamber, Sumter County Chamber,
Have you ever served on a City of Leesburg Advisory Board in the past? Leesburg Partnership

If yes, which Board? _____

Dates Served: _____

Name of Board or Committee for Which you would like to serve:

____ Airport Advisory Board

____ Fire Pension Board

____ Planning and Zoning
Commission

____ Carver Heights CRA

____ General Employee
Retirement Board

____ Police Pension Board

____ Downtown Leesburg CRA

____ Historic Preservation Board

____ Recreation Advisory Board

☒ Electric Advisory Board

____ Library Advisory Board

____ Other

I will attend meetings in accordance with the adopted policies of the city of Leesburg. If at any time my business or professional interest conflict with the interest of the Advisory Board, I will not participate in such deliberations.

Signature of Applicant

7/2/23
Date

RETURN TO:

City Clerk's Office City of Leesburg PO Box 490630 Leesburg, FL 34739-0630; or email
citymanager@leesburgflorida.gov

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RES



CITY OF LEESBURG

APPOINTED ADVISORY BOARD APPLICATION

Name	Jack Braton		
Home Address	1104 Cedar St Leesburg FL 34748		
Mailing Address	same as above		
	Home Phone		Cell Phone 352-989-3374
Email Address	chefjackbraton@aol.com		
Business Name	Turners Kitchen + Bar	Type	Restaurant
Business Address	114 South 5th St Leesburg FL 34748		
	Business Phone 352-530-2274	Extension	
Education, Training or Experience related to the activities of the Advisory Body to which Appointment is sought:			
Residential (15years) and Commercial (9years) Electric customer (Electric Advisory)			
Local businessman, resident, and visionary (P&Z)			
Professional Organizations/Memberships:			
N/A			
Have you ever served on a City of Leesburg Advisory Board in the past?		No	
If yes, which Board?		Dates Served	
Name of Board or Committee for Which you would like to serve:			
☐ Airport Advisory Board	☐ Historic Preservation Board		
☐ Carver Heights CRA	☐ Library Advisory Board		
☐ Downtown Leesburg CRA	☒ Planning and Zoning Commission		
☒ Electric Advisory Board	☐ Police Pension Board		
☐ Fire Pension Board	☐ Recreation Advisory Board		
☐ General Employee Retirement Board	☒ Other		
I will attend meetings in accordance with the adopted policies of the city of Leesburg. If at any time my business or professional interest conflict with the interest of the Advisory Board, I will not participate in such deliberations.			
		07/08/2023	
Signature of Applicant		Date	

CITY
RES



CITY OF LEESBURG

APPOINTED ADVISORY BOARD APPLICATION

Name Jose M Lozano

Home Address 20055 Royal Tern Ct Leesburg FL 34748

Mailing Address 20055 Royal Tern Ct Leesburg FL 34748

Home Phone 407-288-2085 Cell Phone 407-288-2085

Email Address jose@oakavenue.com

Business Name Oak Avenue Real Estate LLC Type

Business Address 30 W Smith St Winter Garden FL 34787

Business Phone 407-720-5000 Extension

Education, Training or Experience related to the activities of the Advisory Body to which Appointment is sought:

I'm a Realtor, Investor, Developer working with a team that's expanding the residential market across the Greater Orlando Area. I am looking to share my knowledge and expertise among the Electric Advisory Board.

Professional Organizations/Memberships:

Have you ever served on a City of Leesburg Advisory Board in the past?

No

If yes, which Board?

Dates Served

Please select Board for which you would like to serve:

☐ Airport Advisory Board	☐ Historic Preservation Board
☐ Carver Heights CRA	☐ Library Advisory Board
☐ Downtown Leesburg CRA	☐ Planning and Zoning Commission
☐ Electric Advisory Board	☐ Police Pension Board
☐ Fire Pension Board	☐ Recreation Advisory Board
☐ General Employee Retirement Board	☒ Other

I will attend meetings in accordance with the adopted policies of the city of Leesburg. If at any time my business or professional interest conflict with the interest of the Advisory Board, I will not participate in such deliberations.



Signature of Applicant

07/20/2023

Date



LEE
RES

CITY OF LEESBURG

APPOINTED ADVISORY BOARD APPLICATION

Name	Frederick Scott West		
Home Address	318 Amanda Lane		
Mailing Address	318 Amanda Lane		
Home Phone	352-792-3435	Cell Phone	352-792-3435
Email Address	scwest1@gmail.com		
Business Name	VCCD	Type	Utilities
Business Address	984 Old Mill Run The Villages, Florida 32162		
Business Phone	352-750-0000	Extension	

Education, Training or Experience related to the activities of the Advisory Body to which Appointment is sought:

First of all, I have a A.A.S. in Office Administration from Santa Fe College, I was a Utility Tech for Jacobs from 2021-2022, My current position is with the Villages VCCDD, as a Utilities Customer Service Rep, I deal in a vast of varieties of duties of all the water issues from collecting payments from turning water on and off.

Professional Organizations/Memberships:

None

Have you ever served on a City of Leesburg Advisory Board in the past?

No

If yes, which Board?

Dates Served

Please select Board for which you would like to serve:

- | | |
|---|---|
| ☐ Airport Advisory Board | ☐ Historic Preservation Board |
| ☐ Carver Heights CRA | ☐ Library Advisory Board |
| ☐ Downtown Leesburg CRA | ☐ Planning and Zoning Commission |
| ☒ Electric Advisory Board | ☐ Police Pension Board |
| ☐ Fire Pension Board | ☐ Recreation Advisory Board |
| ☐ General Employee Retirement Board | ☐ Other |

I will attend meetings in accordance with the adopted policies of the city of Leesburg. If at any time my business or professional interest conflict with the interest of the Advisory Board, I will not participate in such deliberations.

Signature of Applicant

08/14/2023

Date



CITY OF LEESBURG

APPOINTED ADVISORY BOARD APPLICATION

LAKE
RES

Name Moise S Graham

Home Address 2419 South ave Leesburg

Mailing Address 2419 South ave Leesburg

Home Phone 352-516-9140 Cell Phone _____

Email Address moise.graham@outlook.com

Business Name _____ Type _____

Business Address _____

Business Phone _____ Extension _____

Education, Training or Experience related to the activities of the Advisory Body to which Appointment is sought:

12 years working for electric utility. (Duke Energy) Distribution, Energy Efficiency, Contractor Oversight

Professional Organizations/Memberships:

Have you ever served on a City of Leesburg Advisory Board in the past?

No

If yes, which Board? _____

Dates Served _____

Please select Board for which you would like to serve:

_____ Airport Advisory Board

_____ Carver Heights CRA

_____ Downtown Leesburg CRA

☒ Electric Advisory Board

_____ Fire Pension Board

_____ General Employee Retirement Board

_____ Historic Preservation Board

_____ Library Advisory Board

_____ Planning and Zoning Commission

_____ Police Pension Board

_____ Recreation Advisory Board

_____ Other

I will attend meetings in accordance with the adopted policies of the city of Leesburg. If at any time my business or professional interest conflict with the interest of the Advisory Board, I will not participate in such deliberations.

Signature of Applicant

08/21/2023

Date



CITY OF LEESBURG

APPOINTED ADVISORY BOARD APPLICATION

LAKE
RES

Name	Thomas Moody		
Home Address	205 Grand Vista Trail Leesburg FL 34748		
Mailing Address	same		
	Home Phone		Cell Phone 603-630-4587
Email Address	moodytw@hotmail.com		
Business Name		Type	
Business Address			
	Business Phone		Extension

Education, Training or Experience related to the activities of the Advisory Body to which Appointment is sought:

AS/BS Electrical Engineering. Employed for 38yrs at Public Service of NH, a generation, transmission and distribution. electric company. Worked with Industrial, Commerical as well as Residential customers to assist.in managing their electrical needs.

Professional Organizations/Memberships:

Currently retired, however, held State of New Hampshire Energy Engineer Auditors license.

Have you ever served on a City of Leesburg Advisory Board in the past?

No

If yes, which Board?

Dates Served

Please select Board for which you would like to serve:

- | | |
|---|---|
| ☐ Airport Advisory Board | ☐ Historic Preservation Board |
| ☐ Carver Heights CRA | ☐ Library Advisory Board |
| ☐ Downtown Leesburg CRA | ☐ Planning and Zoning Commission |
| ☒ Electric Advisory Board | ☐ Police Pension Board |
| ☐ Fire Pension Board | ☐ Recreation Advisory Board |
| ☐ General Employee Retirement Board | ☐ Other |

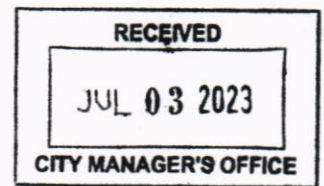
I will attend meetings in accordance with the adopted policies of the city of Leesburg. If at any time my business or professional interest conflict with the interest of the Advisory Board, I will not participate in such deliberations.

Thomas Moody

08/11/2023

Signature of Applicant

Date



CITY OF LEESBURG
APPOINTED ADVISORY BOARD APPLICATION

LAKE
RES

Date: 6-30-2023
Name: Timothy Morris
Home Address: 9605 Silver Lake Dr. Leesburg 34788
Mailing Address: Same
Business Address: _____
Home Phone: 352-782-6781 Cell Phone: 352-874-6322
Business Phone: 352-793-2145 Extension: _____
Education, Training or Experience related to the activities of the Advisory Board to which Appointment is sought:
15 years w/ Lake Co Planning & Zoning
Professional Organizations/Memberships: _____
Have you ever served on a City of Leesburg Advisory Board in the past? NO
If yes, which Board? _____ Dates Served: _____
TMORRIS826@aol.com

Name of Board or Committee for Which you would like to serve:

☐ Airport Advisory Board	☐ Fire Pension Board	☐ Planning and Zoning Commission
☐ Carver Heights CRA	☐ General Employee Retirement Board	☐ Police Pension Board
☐ Downtown Leesburg CRA	☐ Historic Preservation Board	☐ Recreation Advisory Board
☒ Electric Advisory Board	☐ Library Advisory Board	☐ Other

I will attend meetings in accordance with the adopted policies of the city of Leesburg. If at any time my business or professional interest conflict with the interest of the Advisory Board, I will not participate in such deliberations.

[Signature]
Signature of Applicant

6/30/2023
Date

RETURN TO: City Clerk's Office City of Leesburg PO Box 490630 Leesburg, FL 34739-0630; or email
citymanager@leesburgflorida.gov



LAKE
RES

CITY OF LEESBURG

APPOINTED ADVISORY BOARD APPLICATION

Name	Martin D. Rosenblum		
Home Address	36421 Piney Ridge Blvd. Fruitland Park FL 34731		
Mailing Address	Same		
	Home Phone	352-323-1713	Cell Phone 407-765-1326
Email Address	mrosenblum01@cs.com		
Business Name	N/A	Type	
Business Address	N/A		
	Business Phone		Extension

Education, Training or Experience related to the activities of the Advisory Body to which Appointment is sought:

Master of Business (MBA) - Master of Science Technical Program Management
Master of Science Systems Engineering Master of Science Contracts and Procurement
Bachelor of Military Science

Professional Organizations/Memberships:

10 US Army Officer
31 Years Lockheed Martin (Systems Engineering, Program Management, Procurement and Contracts Manager)
College Graduate Professor areas of Business, Contracts Law, Ethics, and Operations Management

Have you ever served on a City of Leesburg Advisory Board in the past?

No

If yes, which Board?

Dates Served

Please select Board for which you would like to serve:

- | | |
|---|--|
| ☐ Airport Advisory Board | ☐ Historic Preservation Board |
| ☐ Carver Heights CRA | ☐ Library Advisory Board |
| ☐ Downtown Leesburg CRA | ☒ Planning and Zoning Commission |
| ☒ Electric Advisory Board | ☐ Police Pension Board |
| ☐ Fire Pension Board | ☐ Recreation Advisory Board |
| ☐ General Employee Retirement Board | ☐ Other |

I will attend meetings in accordance with the adopted policies of the city of Leesburg. If at any time my business or professional interest conflict with the interest of the Advisory Board, I will not participate in such deliberations.

08/16/2023

Signature of Applicant

Date



LAKE
RES

CITY OF LEESBURG

APPOINTED ADVISORY BOARD APPLICATION

Name	Angela Wade		
Home Address	218 Prince Dr, Leesburg, FL 34748		
Mailing Address	218 Prince Dr, Leesburg, FL 34748		
	Home Phone	352-435-7007	Cell Phone 757-344-5777
Email Address	anjewa@hotmail.com		
Business Name		Type	
Business Address			
	Business Phone		Extension
Education, Training or Experience related to the activities of the Advisory Body to which Appointment is sought:			
Charlotte County Board (citizen advocate), Ombudsman for U.S. Navy ship, Leading Petty Officer for Naval Reserve unit, GS-12 Logistic Manager for U.S. Government			
Professional Organizations/Memberships:			
Eagles, Elks, AmVets			
Have you ever served on a City of Leesburg Advisory Board in the past?		No	
If yes, which Board?		Dates Served	
Please select Board for which you would like to serve:			
☐ Airport Advisory Board	☐ Historic Preservation Board		
☐ Carver Heights CRA	☐ Library Advisory Board		
☐ Downtown Leesburg CRA	☐ Planning and Zoning Commission		
☒ Electric Advisory Board	☐ Police Pension Board		
☐ Fire Pension Board	☐ Recreation Advisory Board		
☐ General Employee Retirement Board	☒ Other		
I will attend meetings in accordance with the adopted policies of the city of Leesburg. If at any time my business or professional interest conflict with the interest of the Advisory Board, I will not participate in such deliberations.			
		08/12/2023	
Signature of Applicant		Date	

LAKE
RES



CITY OF LEESBURG

APPOINTED ADVISORY BOARD APPLICATION

Name Matt Weber

Home Address 33636 Picciola Drive, Fruitland Park 34731

Mailing Address Same

Home Phone _____ Cell Phone 407-493-5152

Email Address mattflorws@aol.com

Business Name ROAR! Internet Marketing Type Digital Marketing

Business Address 307 Cranes Roost Blvd. # 2020, Altamonte Springs, FL 32701

Business Phone 407-786-7330 Extension _____

Education, Training or Experience related to the activities of the Advisory Body to which Appointment is sought:

Leadership positions in several HOA's.

Professional Organizations/Memberships:

Have you ever served on a City of Leesburg Advisory Board in the past?

No

If yes, which Board? _____

Dates Served _____

Please select Board for which you would like to serve:

☐ Airport Advisory Board	☐ Historic Preservation Board
☐ Carver Heights CRA	☐ Library Advisory Board
☐ Downtown Leesburg CRA	☐ Planning and Zoning Commission
☒ Electric Advisory Board	☐ Police Pension Board
☐ Fire Pension Board	☐ Recreation Advisory Board
☐ General Employee Retirement Board	☐ Other

I will attend meetings in accordance with the adopted policies of the city of Leesburg. If at any time my business or professional interest conflict with the interest of the Advisory Board, I will not participate in such deliberations.

Matt Weber

Signature of Applicant

07/25/2023

Date



CITY OF LEESBURG

APPOINTED ADVISORY BOARD APPLICATION

FP
RES

Name	Thomas Jemison		
Home Address	3089 Collins Ct, The Villages FL 32163 Village of Pine Ridge, District 1 of Fuitland Park		
Mailing Address	3089 Collins Ct., The Villages FL 32163		
	Home Phone		Cell Phone 845-270-5022
Email Address	jemisonrnpe@gmail.com		
Business Name	N/A	Type	
Business Address			
	Business Phone		Extension

Education, Training or Experience related to the activities of the Advisory Body to which Appointment is sought:

BS Chemical Engineer, Chemical Plant Manager 1999-2011 with 75 personnel handling highly hazardous materials. Understand safety issues. Follow oil / gas market as was responsible for Natural Gas purchasing @ \$50,000/month. Ended career as Director of Engineering for Balchcem Corp. with 6 direct reports, \$15-25 Million/yr in project work.

Professional Organizations/Memberships:

Professional Engineering License (Retried Status) #9328 WV, Current memeber of: AIAA (American Institute of Aeronautics and Astronautics: NASA LSIC (Lunar Surface Innovation Consortium): NSS (National Space Society).

Have you ever served on a City of Leesburg Advisory Board in the past?

No

If yes, which Board?

Dates Served

Please select Board for which you would like to serve:

- | | |
|---|---|
| ☐ Airport Advisory Board | ☐ Historic Preservation Board |
| ☐ Carver Heights CRA | ☐ Library Advisory Board |
| ☐ Downtown Leesburg CRA | ☐ Planning and Zoning Commission |
| ☒ Electric Advisory Board | ☐ Police Pension Board |
| ☐ Fire Pension Board | ☐ Recreation Advisory Board |
| ☐ General Employee Retirement Board | ☐ Other |

I will attend meetings in accordance with the adopted policies of the city of Leesburg. If at any time my business or professional interest conflict with the interest of the Advisory Board, I will not participate in such deliberations.

07/26/2023

Signature of Applicant

Date



FP
RES

CITY OF LEESBURG
APPOINTED ADVISORY BOARD APPLICATION

Date: 7/3/2023
Name: MARC SCHWARTZ
Home Address: 918 HAWK LANDING
Mailing Address: FRUITLAND PARK, FL 34731
Business Address: 734 N. 3rd ST, LEESBURG, FL 34748
Home Phone: _____ Cell Phone: 352-267-7247
Business Phone: 352-801-7106 Extension: _____

Education, Training or Experience related to the activities of the Advisory Board to which Appointment is sought:

LOCAL BUSINESS, HOME & BUSINESS UTILITIES CUSTOMER, NUMEROUS BOARDS
Professional Organizations/Memberships:

Have you ever served on a City of Leesburg Advisory Board in the past? NO

If yes, which Board? _____ Dates Served: _____

Name of Board or Committee for Which you would like to serve:

☐ Airport Advisory Board	☐ Fire Pension Board	☐ Planning and Zoning Commission
☐ Carver Heights CRA	☐ General Employee Retirement Board	☐ Police Pension Board
☐ Downtown Leesburg CRA	☐ Historic Preservation Board	☐ Recreation Advisory Board
☒ Electric Advisory Board	☐ Library Advisory Board	☐ Other

I will attend meetings in accordance with the adopted policies of the city of Leesburg. If at any time my business or professional interest conflict with the interest of the Advisory Board, I will not participate in such deliberations.

Marc Schwartz
Signature of Applicant

7/3/23
Date

RETURN TO: City Clerk's Office City of Leesburg PO Box 490630 Leesburg, FL 34739-0630; or email
citymanager@leesburgflorida.gov

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.A.1.

Meeting Date: September 11, 2023

From: Dan Miller, (Planning and Zoning Director)

Subject: An Ordinance amending the comprehensive plan of the City of Leesburg, Florida, changing the future land use map designation of certain property containing 8.03 +/- acres from Medium Density Residential to High Density Residential, for a multi-family development on a property generally located south of Park Holland Road and east of Picciola Road as legally described in Section 15, Township 19 South, Range 24 East; Lake County, Florida; and providing an effective date. (PMF Leesburg SSCP)

Staff Recommendation:

The Planning & Zoning Staff and the Planning Commission recommend approval of the proposed small-scale comp plan map amendment to the City's Future Land Use Map on 8.03 +/- acres from Medium Density Residential to High Density Residential.

Analysis:

The project site is approximately 8.03 acres, and is generally located south of Park Holland Road and west of Picciola Road. Currently, the property is undeveloped. The proposed use is to construct a 144 unit apartment complex for workforce housing. The surrounding Future Land Use Map designations of High Density Residential, Low Density Residential and General Commercial are compatible with the proposed future land use designation of High Density. The proposed zoning designation of SPUD (Small Planned Unit Development) will provide for development that is consistent with the City's adopted Growth Management Plan.

The Planning Commission held a public hearing on the application on March 23, 2023 and, by a vote of 5 to 0, recommended approval.

Procurement Analysis:

N/A

Options:

1. Approve the requested small scale comprehensive plan amendment to High Density Residential; or
2. Other action as the Commission may deem appropriate.

Fiscal Impact:

A positive fiscal impact will result from the annexation and development of this property due to increased tax revenue added to the General Fund. Future development of the property will increase this anticipated impact.

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE COMPREHENSIVE PLAN OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE FUTURE LAND USE MAP DESIGNATION OF CERTAIN PROPERTY CONTAINING 8.03 +/- ACRES FROM MEDIUM DENSITY RESIDENTIAL TO HIGH DENSITY RESIDENTIAL, FOR A MULTI-FAMILY DEVELOPMENT ON A PROPERTY GENERALLY LOCATED SOUTH OF PARK HOLLAND ROAD AND EAST OF PICCIOLA ROAD AS LEGALLY DESCRIBED IN SECTION 15, TOWNSHIP 19 SOUTH, RANGE 24 EAST; LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (PMF LEESBURG SSCP)

WHEREAS, the City Commission has received written objections, recommendations, and comments from the City of Leesburg Planning Commission acting as the Local Planning Agency, 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 an approximate 8.03 acre parcel of land generally located south of Park Holland Road, and east of Picciola Road, from Medium Density Residential to High Density Residential, as shown on the revised map of said area, lying in Section 15, Township 19 South, Range 24 East, Lake County, Florida, legally described as:

(Legal Description)
(See Exhibit A)

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 11th day of September 2023.

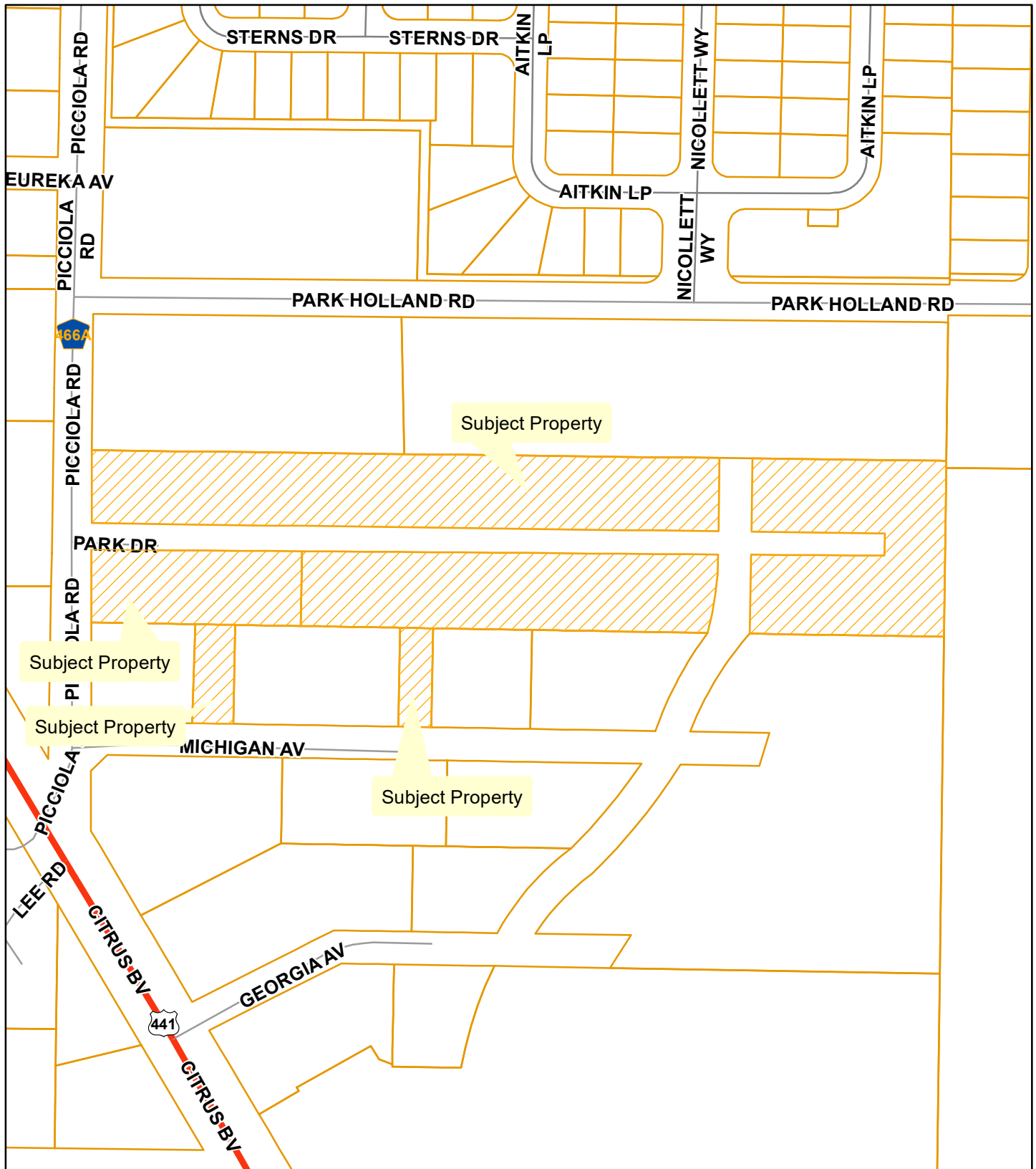
THE CITY OF LEESBURG, FLORIDA

Mayor

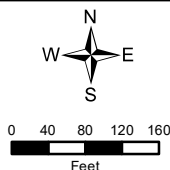
ATTEST:

City Clerk

Locator

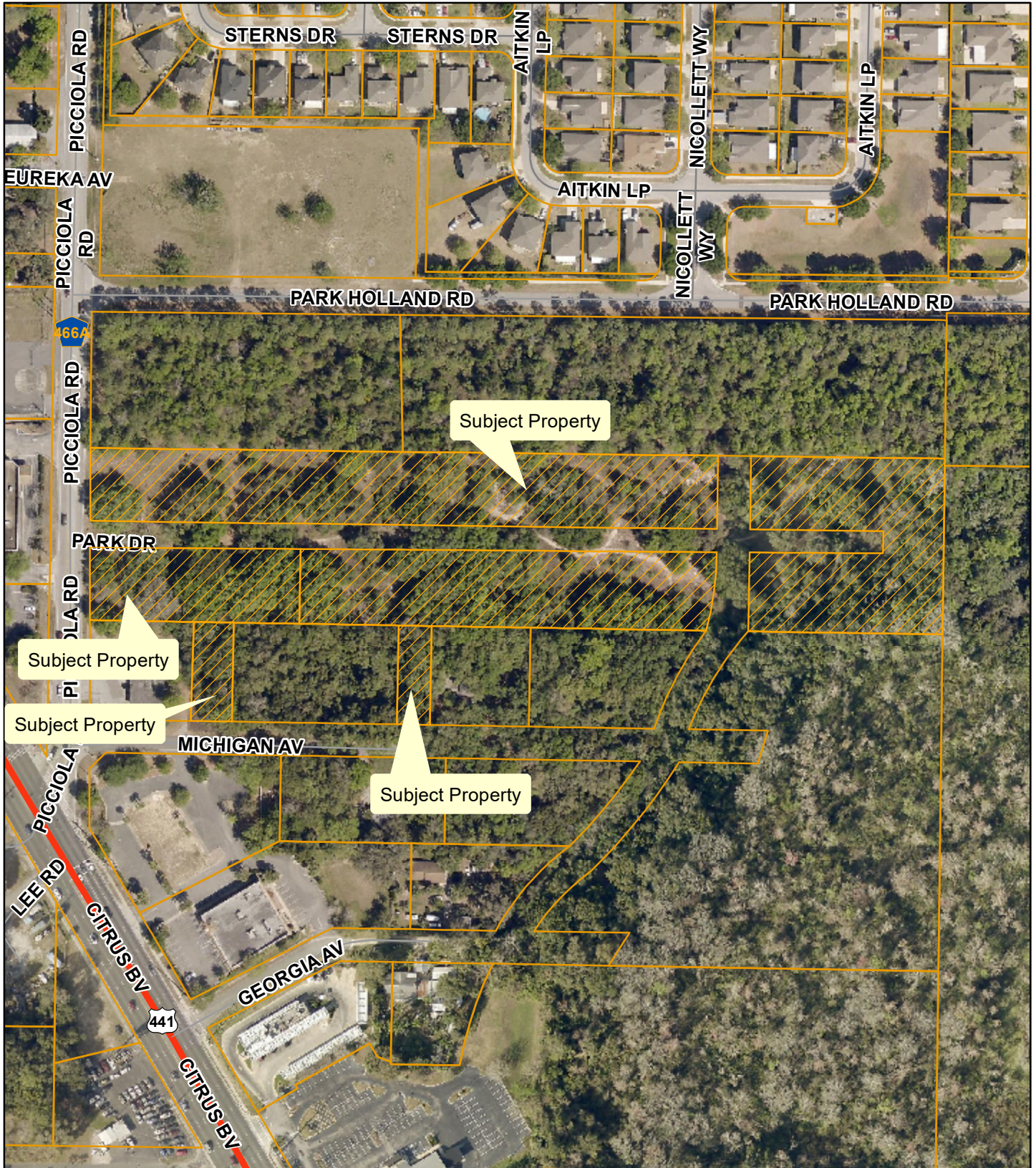


Planning & Zoning Division

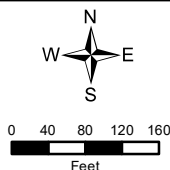


Picciola Project PMF Leesburg
SSCP-23-31; SPUD-23-32
Alternate Keys: 3764773, 1489733, 1654939, 3764889
Section 15, Township, 19 South, 24 East
March 1, 2023

Aerial

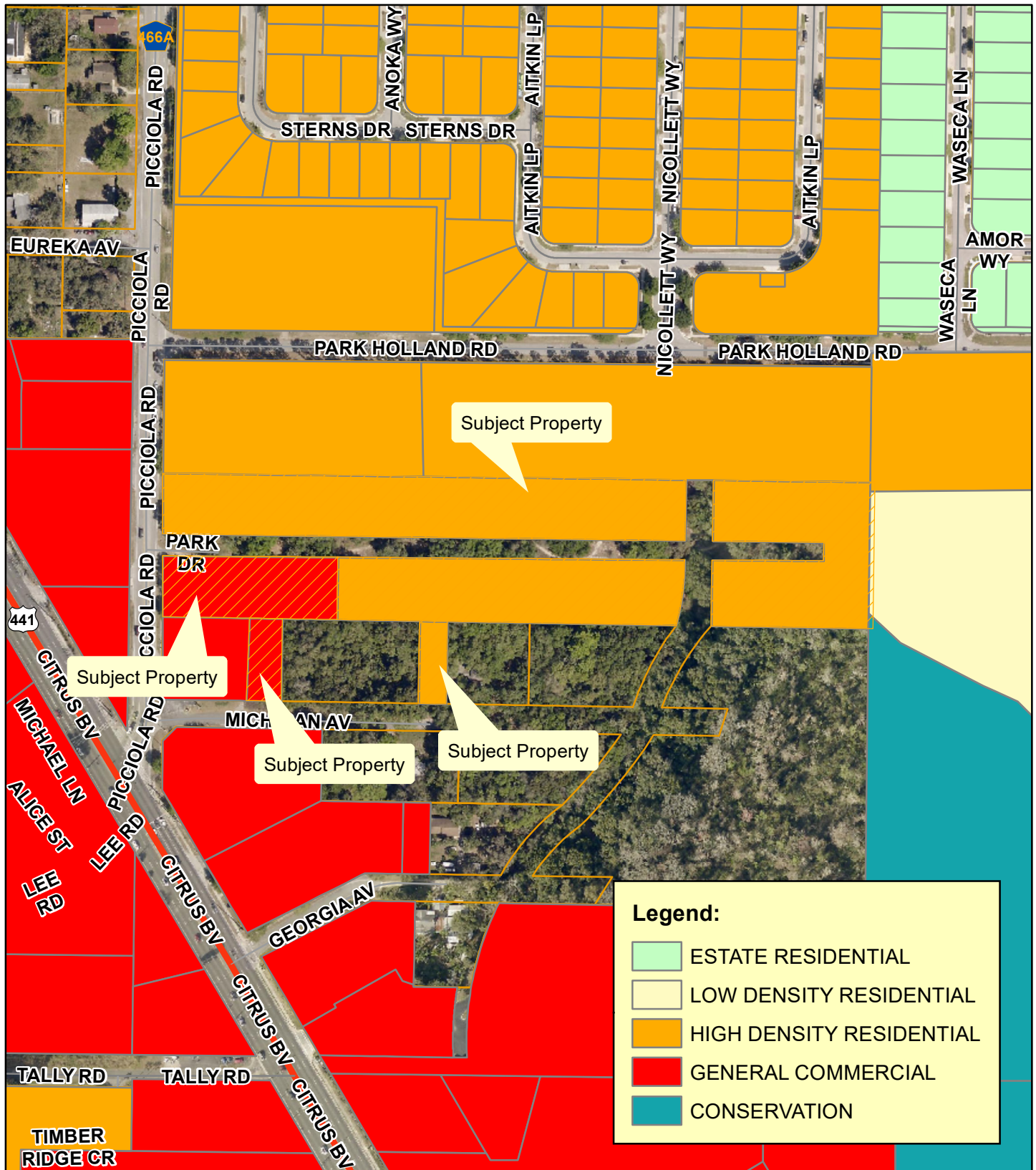


**Planning
& Zoning
Division**

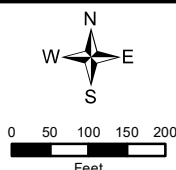


Picciola Project PMF Leesburg
SSCP-23-31; SPUD-23-32
Alternate Keys: 3764773, 1489733, 1654939, 3764889
Section 15, Township, 19 South, 24 East
March 1, 2023

Future Land Use - City of Leesburg

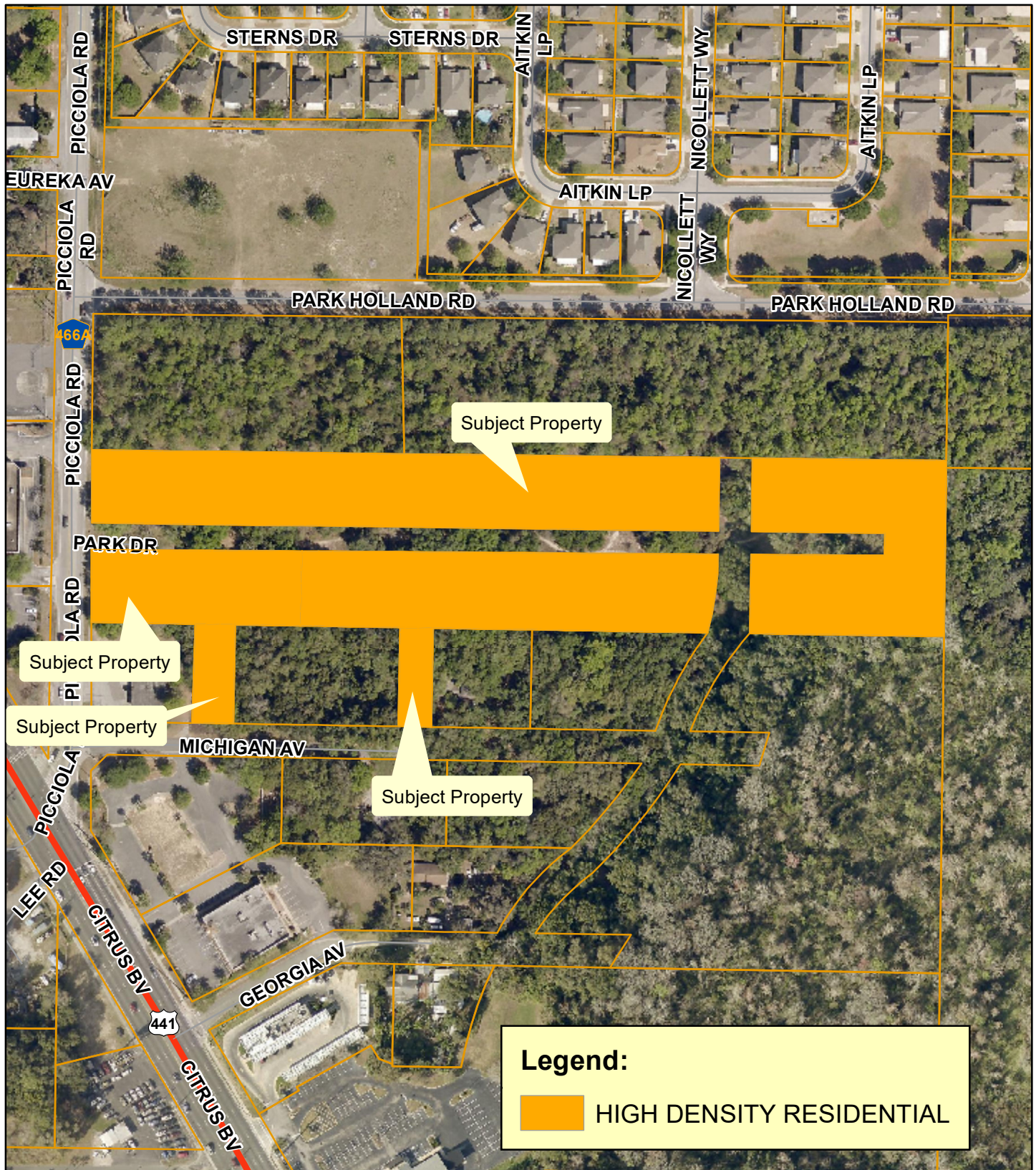


**Planning
& Zoning
Division**

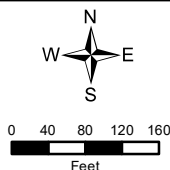


Picciola Project PMF Leesburg
SSCP-23-31; SPUD-23-32
Alternate Keys: 3764773, 1489733, 1654939, 3764889
Section 15, Township, 19 South, 24 East
March 1, 2023

Proposed Future Land Use



**Planning
& Zoning
Division**

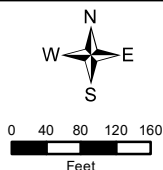


Picciola Project PMF Leesburg
SSCP-23-31; SPUD-23-32
Alternate Keys: 3764773, 1489733, 1654939, 3764889
Section 15, Township, 19 South, 24 East
March 1, 2023

Surrounding Land Uses

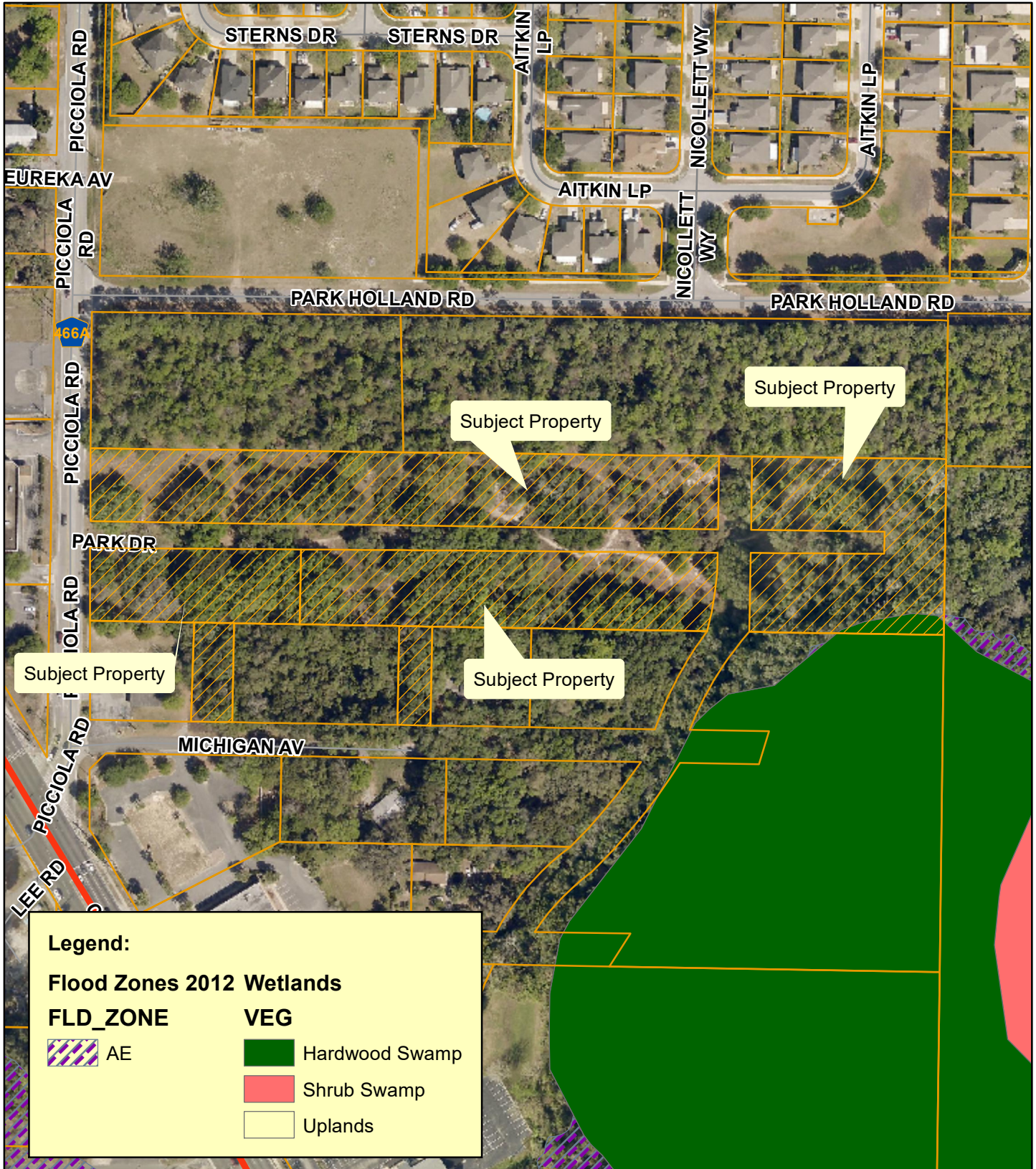


**Planning
& Zoning
Division**

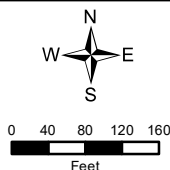


Picciola Project PMF Leesburg
SSCP-23-31; SPUD-23-32
Alternate Keys: 3764773, 1489733, 1654939, 3764889
Section 15, Township, 19 South, 24 East
March 1, 2023

Flood and Wetlands



**Planning
& Zoning
Division**



Picciola Project PMF Leesburg
SSCP-23-31; SPUD-23-32
Alternate Keys: 3764773, 1489733, 1654939, 3764889
Section 15, Township, 19 South, 24 East
March 1, 2023



DRAFT SUMMARY MINUTES OF THE REGULAR MEETING
OF THE PLANNING COMMISSION
CITY HALL
THURSDAY, MARCH 23RD, 2023 - 4:30 P.M.

The Planning Commission of the City of Leesburg held its regular meeting Thursday, March 23rd, 2023, at City Hall.

Chairman Tim Sennett called the meeting to order at 4:30 p.m.

The following Commission members were present:

Tim Sennett - Chairman
Ted Bowersox – Vice-Chairman
John O’Kelley
Stewart Kaplan
Nathaniel Sanders

The following Commission members were absent:

Frazier Marshall
Ze’Shieca Carter
Ken Simeone
Rosalind Peebles-Johnson

City staff in attendance included Dan Miller, Planning & Zoning Director, Sabrina Mitchell, Administrative Assistant II, Dianne Yekel, Senior Planner, Kandi Harper, Senior Planner, Max Van Allen, Planner, Melissa Medders, Planner and City Attorney Grant Watson was also present.

The meeting opened with an invocation given by Vice-Chairman Bowersox, followed by the Pledge of Allegiance to the Flag.

Dan Miller informed the audience of the rules of participation and the need to sign the speaker’s registry. He also informed Commissioners and the audience that the City Commission meeting dates are tentatively scheduled.

DRAFT SUMMARY MINUTES OF THE PLANNING COMMISSION MEETING

FOR THURSDAY, FEBRUARY 23RD, 2023.

Vice-Chairman Bowersox moved to APPROVE the draft minutes from the FEBRUARY 23RD, 2023 meeting. Commissioner Sanders SECONDED the motion, which PASSED by a vote of 5-0.

Sabrina Mitchell swore in staff as well as anyone in the audience wishing to speak.

Chairman Sennett called for the first case under new business be brought forward.

NEW BUSINESS

1) PUBLIC HEARING CASE # SSCP-22-585 – SUNDANCE COMMERCIAL AND INDUSTRIAL – SMALL SCALE COMPREHENSIVE PLAN AMENDMENT

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 SECTIONS 14 AND 15, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. **(CITY COMMISSION DATES ARE TENTATIVELY SCHEDULED FOR FIRST READING ON MONDAY, APRIL 10TH, 2023 AND SECOND READING TENTATIVELY SCHEDULED FOR MONDAY, JUNE 12TH, 2023) (Sundance Commercial and Industrial) (POSTPONED AT APPLICANT'S REQUEST FROM THE FEBRUARY 23RD, 2023 PLANNING COMMISSION REGULAR MEETING)**

Dan Miller requested to discuss the next two cases together and vote on each case separately.

Dan Miller introduced case number #SSCP-22-585 – Sundance Commercial and Industrial – Small Scale Comprehensive Plan Amendment and case number #PUD-22-586 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 a background and explanation of the subject property, location, zoning, requests, went over aerial map, conceptual architectural samples Exhibit D, and PUD (Planned Unit Development).

Max Van Allen utilized a power point presentation to demonstrate the area of the proposed site for both cases.

Department Review Summary: This case was sent out to all the different City departments, Lake County Public Works, and the School Board there were no substantive comments from the City departments. Lake County Public Works did note the need for turn lanes on CR 48, plus a right turn lane on Haywood Worm Farm Road and additional right of way for the proposed future Central Lake Trail, as well as for the possibility of the widening of CR 48 which rolls into 470. Public responses – we did not receive any major comments from the City of Leesburg notice requirements. Staff did receive two written responses for approval, we didn't receive any recommendations for denial in response to the posted signs and newspaper.

Mr. Miller read the Staff Recommendations into the record for both cases; Staff supports both cases; recommended approval.

Chairman Sennett stated if the Commission have any questions of Staff or applicant.

Dwight Sadoff with Project Finance & Development at 7575 Dr. Phillips Blvd. Suite 165 Orlando, Florida 32819 stated the primary reason to come to the City; utilities, 33 acres, no wetlands, no endangered species, flat, used for cattle, uses seeking; very consistent, frontage on CR 48; removed any reference industrial uses, permitted/conditional uses; City Code, not seeking to have use in plan, fronts on two roads, different; County did not want access on CR 48; County permission, uses stated very specifically; concept plan, Exhibit C, few things in conditions of approval; carryovers from prior plan, hopefully, Dan Miller will clean up before City Commission; uses; slightly misstated; conditions, specific; concept plan, design standards, material; applicable to residential development, not applicable to our plan; commercial/industrial development, going smoothly, very high on the area, intensity of people, went over PUD standards with Dan Miller to make changes; (5A) elevations applicable to SF units; (B1), Dan Miller stated and read into the record (7C) the elevations of SF should be taken out, plan; open space 35% minimum, Code 30%, match Code; Dan Miller replied change in Code; our City Commission requires every PUD; 35%, about two years ago started wanting increases on that; in order to move forward, very particular worded permitted uses; stick with what proposed, consistent with what we discussed; Dan Miller replied allowing industrial uses; 6.5 acres; define industrial uses; Dwight Sadoff stated we just referenced the Code, M1 permitted uses, not M1 conditional; Dan Miller stated think we can make that work if the Commission will allow me to work with the applicants on that, make sure nothing nauseous; don't see a problem with his request, request permission from Commission, clarification; about conditional uses/permitted in the industrial; applicant is correct, happy to work with applicant to make change; before City Commission, Dwight Sadoff stated on the concept plan; walls on the east/west side wall or 6' opeg security fence, Staff report; provides/allows for fence on east and wall on the west side.

Dan Miller replied it was intended to be a wall on west and fence on east; Dwight Sadoff stated the difference in cost; wall/fence, substantial cost difference; value of brick or block wall; fence, both provide opeg barrier; Dan Miller replied can work with that if 25' buffer remains on west side, fence responsibility of POA if Commission agrees; Dwight Sadoff stated (7A.3); gated; depends on use; don't want to say shall be gated.

Dan Miller replied it depends on the use we are alright with that on Haywood Worm Farm, if use requires a gate; will need to put one up, may be gated, fine with Staff; Dwight Sadoff stated he has question on paragraph (6C), reference to upland buffer; section landscaping/buffer requirements, section (11E); wetlands, flood zones, and wildlife, upland buffer; paragraph dealing with landscape/buffer requirements, not required to put in walkway, buffer; Dan Miller replied allowed in upper buffers but limited to, but not required; Dwight Sadoff read condition into record; Dan Miller replied if you wanted to put a hiking trail; thanks the applicant.

Commissioners, and Mr. Miller discussed PUD conditions are written as they should be, so if we have anything to clean up; let's move forward, architectural standards; originally architectural presented were metal buildings; added some architectural standards; Dan Miller went over façade samples; conceptual; Exhibit D; language in PUD; Staff can work with applicant on architectural designs, something that looks good, these are examples; not locked in, read standards; looks like a residential standard, how they work, non-predominance of metal, stucco, 50:50, some angles; doesn't just stand out as a metal building; Dan Miller requested permission to work the applicants on the changes; Commission agreed.

Chairman Sennett stated if the Commission have any questions of the applicant or if anyone in the audience would like to speak on this case.

Chairman Sennett closes discussion from the Public, entertained a motion, and then the voting took place.

Commissioner Sanders made a MOTION for APPROVAL of case # SSCP-22-585 – SUNDANCE COMMERCIAL AND INDUSTRIAL – SMALL SCALE COMPREHENSIVE PLAN AMENDMENT Commissioner Kaplan SECONDED the MOTION which CARRIED UNANIMOUSLY by a vote of 5-0 .

Chairman Sennett called for the second case under new business be brought forward.

2) PUBLIC HEARING CASE # PUD-22-586 – SUNDANCE COMMERCIAL AND INDUSTRIAL – PLANNED UNIT DEVELOPMENT

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE ZONING ON APPROXIMATELY 33.45 +/- ACRES FROM LAKE COUNTY A (AGRICULTURE) TO THE 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 SECTIONS 14 AND 15, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. **(CITY COMMISSION DATES ARE TENTATIVELY SCHEDULED FOR FIRST READING ON MONDAY, APRIL 10TH, 2023 AND SECOND READING TENTATIVELY**

SCHEDULED FOR MONDAY, JUNE 12TH, 2023) (Sundance Commercial and Industrial) **(POSTPONED AT APPLICANT'S REQUEST FROM THE FEBRUARY 23RD, 2023 PLANNING COMMISSION REGULAR MEETING)**

Chairman Sennett entertained a motion, and then the voting took place.

Commissioner Kaplan made a MOTION for APPROVAL of case # PUD-22-586 – SUNDANCE COMMERCIAL AND INDUSTRIAL – PLANNED UNIT DEVELOPMENT with the changes Vice-Chairman Bowersox SECONDED the MOTION which CARRIED UNANIMOUSLY by a vote of 5-0.

Tim Sennett, Chairman

Sabrina Mitchell, Administrative Assistant II

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.A.2.

Meeting Date: September 11, 2023

From: Dan Miller, (Planning and Zoning Director)

Subject: An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 8.03 acres from PUD (Planned Unit Development) and C-3 (General Commercial) to SPUD (Small Planned Unit Development) for a property generally located south of Park Holland Road and east of Picciola Road, as legally described in Section 15, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date. (PMF Leesburg PUD)

Staff Recommendation:

The Planning staff and the Planning Commission recommend approval of the proposed rezoning for the subject property from PUD (Planned Unit Development) and R-2 (Medium Density Residential) to SPUD (Small Planned Unit Development).

Analysis:

The project site is approximately 8.03+/- acres. The property is generally located south of Park Holland Road and east of Picciola Road, as shown on the attached Aerial Map. The present zoning for this property is PUD (Planned Unit Development) and R-2 (Medium Density Residential). Currently, the property is undeveloped. The proposed use of the property is a 144 unit apartment building for workforce housing. The surrounding zoning designations are PUD (Planned Unit Development), C-1 (Neighborhood Commercial) and C-3 (General Commercial).

The proposed zoning district of City SPUD (Small Planned Unit Development) is compatible with the adjacent and nearby properties in the area and with the proposed future land use designation of High Density Residential. City utilities are available in the area.

By a vote of 5 to 0 on March 23, 2023, the Planning Commission recommended approval of this request.

Procurement Analysis:

N/A

Options:

1. Approve the proposed rezoning to City SPUD (Small Planned Unit Development); or
2. Other action the Commission may deem appropriate.

Fiscal Impact:

Based on future development of this property, there will be a positive fiscal impact on the City of Leesburg through increased ad valorem taxes, impact and utility fees.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE ZONING ON APPROXIMATELY 8.03 ACRES FROM PUD (PLANNED UNIT DEVELOPMENT) AND C-3 (GENERAL COMMERCIAL) TO SPUD (SMALL PLANNED UNIT DEVELOPMENT) FOR A PROPERTY GENERALLY LOCATED SOUTH OF PARK HOLLAND ROAD AND EAST OF PICCIOLA ROAD, AS LEGALLY DESCRIBED IN SECTION 15, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (PMF LEESBURG PUD)

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

Section 1.

Based upon the petition of Carolyn Haslam (Akerman, LLP, Petitioner) for Blue Cedar 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 11th day of September 2023.

THE CITY OF LEESBURG, FLORIDA

Mayor

ATTEST:

City Clerk



Civil Engineering
Land Planning
Inspections
Certificate of
Authorization:
No. 27697
14164 Stilton St
Tampa, FL 33626
Toll free : 844-426-6354
ARiveraProperties@gmail.com
www.abcompanies.com

ELECTRONIC SIGNATURE

Angel L. Rivera, State of Florida,
Professional Engineer, License No.
65196. This item has been
electronically signed and sealed by
Angel L. Rivera on the date indicated
here using a SHA authentication code.
Printed copies of this document are
not considered signed and sealed and
the SHA authentication code must be
verified on any electronic copies.

SEAL:



DATE
ANGEL L. RIVERA, P.E.
LIC. NO. 65196

PROJECT:

PARK DRIVE APARTMENTS
Park Drive
Leesburg, FL

REVISIONS

NO. ISSUED DATE

SCALE:
1" = 50'

DATE:
JAN 2023

SHEET TITLE:
SITE PLAN

DWG NO.:
C-2.0

SHEET: 6 OF 24

PROPOSED PROJECT: 144 APARTMENTS
BREAKDOWN
1-BR APARTMENTS (108 UNITS)
2-BR APARTMENTS (36 UNITS)

SITE DATA:
EXISTING ZONING PUD & R-2
PROPOSED ZONING PUD (PLANNED DEVELOPMENT)
FLU
PROPOSED USE MULTI-FAMILY APARTMENTS
SECTION / TWS / RNG 15 / 19 / 24
PROPERTY AREA 8.03 AC

DEVELOPMENT STANDARDS (FROM PUD 07-97):

RESIDENTIAL
LOT AREA 217,800 SF MIN.
LOT WIDTH TBD
SETBACKS:
FRONT TBD
REAR TBD
SIDE TBD
STREET SIDE TBD
BLDG SEPARATION 10FT MAX.
BUILDING HEIGHT MAXIMUM 3 STORIES OR 35 FT
IMPERVIOUS MAXIMUM 65% PROPOSED 52%
GROSS DENSITY 18 DU/AC MAX.

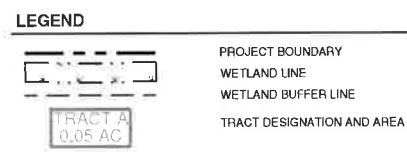
RECREATIONAL DEVELOPMENT:
RECREATION SPACE 200SF/DU (CREDITS AVAILABLE)
REQUIRED 28,800 SF PROVIDED 26,974 SF (+ WALKING TRAIL)

LANDSCAPE BUFFERS:
(PER PUD 07-97)
• 20' BUFFER AND 6" HIGH SOLID FENCE
• SEE LANDSCAPING PLANS (BY OTHERS)

FENCES:
TO BE DETERMINED DURING SITE PLAN REVIEW PROCESS.

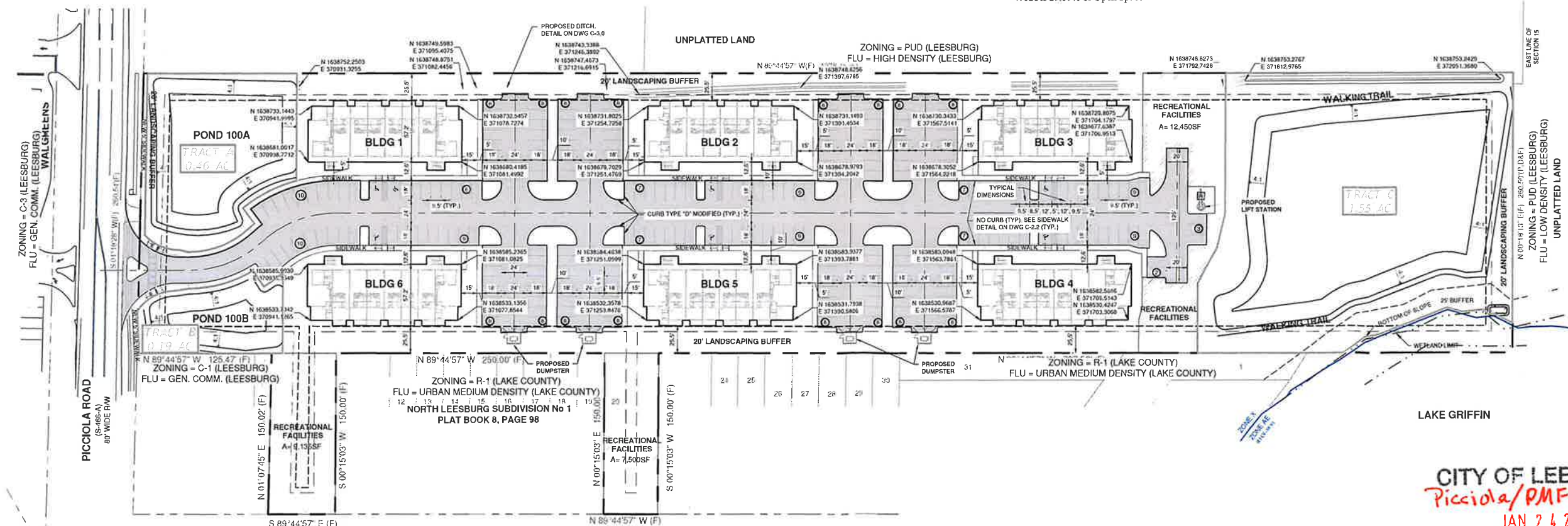
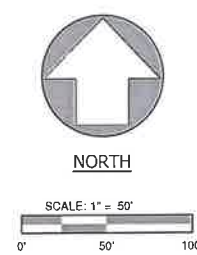
PUD APPROVAL NOTES:

- 1.
 - 2.
- OPEN SPACE:**
Open Space Required: 2.8 ACRES(35%)
Open Space Provided: 4.42 ACRES(55%)
*WRA is 27.39% of Open Space



TRACT & LAND USE	REQUIRED*		PROPOSED	
	STD	HC	STD	HC
MULTIFAMILY APARTMENTS	234	7	234	7

*LDC SECTION 25-358 1.5 SPACES FOR 1 BDRM, 2.0 SPACES FOR 2 OR MORE BDRMS



CITY OF LEESBURG
Picciola/PMF Leesburg Michigan, LLC
JAN 24 2023
SSCP-23-31 SPUD-23-32
RECEIVED

**PICCIOLA PROJECT PMF LEESBURG
SMALL PLANNED UNIT DEVELOPMENT CONDITIONS
FEBRUARY 23, 2023**

These Planned Unit Development Conditions for a SPUD (Small Planned Unit Development) District is granted by the City of Leesburg Planning Commission, Lake County, Florida to **PMF Leesburg, Michigan, LLC, 2693 W. Fairbanks Avenue, Suite 200, Winter Park, Florida,** (Mark Wilke, Bengé Development, 609 East Pine Street, Orlando Florida, 32801, "Permittee") for the purposes and subject to the terms and conditions as set forth herein pursuant to authority contained in Chapter 25 "Zoning", Section 25-278 "Planned Unit Development" of the City of Leesburg Code of Ordinances, as amended.

BACKGROUND

The "Permittee" has submitted an application requesting a SPUD (Small Planned Unit Development) zoning district to allow multi-family residential use on an approximately 8.03 +/- acre site within the City of Leesburg in accordance with their Planned Development 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 **PMF Leesburg, Michigan, LLC, 2693 W. Fairbanks Avenue, Suite 200, Winter Park, Florida,** (Mark Wilke, Bengé Development, 609 East Pine Street, Orlando Florida, 32801, "Permittee") to operate, and maintain a SPUD (Small Planned Unit Development) in and on real property in the City of Leesburg. The property is generally located generally located north of Citrus Boulevard, east of Picciola Road and south of Park Holland Road. The property is more particularly described as shown in the attached legal description below.
2. **LEGAL DESCRIPTION:**
See attached legal Exhibit B.
3. **LAND USES**

The above-described property shall be used for SPUD (Small Planned Unit Development) uses as limited herein, pursuant to the requirements of this document and City of Leesburg development codes, requirements and standards, and as noted below:

A. Permitted Uses

1. Multi-family residential
2. Internal commercial uses as accessory to the multi-family units.

B. Accessory Uses

1. Outdoor kitchens and pavilions
2. Sports/ball fields and courts (bocce/basketball/etc.)
3. Outdoor fitness equipment/ /indoor fitness room/swimming pool
4. Dog park with dog washing stations
5. Walking trails around the west and northern boundaries of the property terminating at the largest water retention pond on the east side of the property.
6. Other similar uses which are considered accessory to permitted uses which does not adversely impact the adjoining properties do to traffic, noise, dust, etc.

C. Prohibited Uses

All uses not specifically permitted by Sections 2.A and 2. B. above shall be considered prohibited.

D. Other Related Uses

1. Other uses, related to the primary use, may be included by written determination of the Planning & Zoning Director. Such uses shall be consistent with the intent and purpose of the zoning requirements set forth in these PUD conditions, and shall meet the parking standards as required herein. Parking availability may limit the permitted uses.

4. DEVELOPMENT STANDARDS

A. The project shall contain a maximum of 144 multifamily residential units on approximately 8.03 acres at a gross density not to exceed eighteen (18) units per acre. This proposed density, which is the maximum allowable under the Future Land Use district, combined with the location near an existing high traffic intersection, will require a secondary, non-emergency access point to alleviate traffic conditions at Picciola Road and U.S Highway 27. **(See Section 8.A. of this SPUD agreement)**

B. The minimum development standards shall be those required for the R-3 High Density Residential district except as amended by this agreement and as follows:

1. General Standards

- a. The development shall be a combination of one, two, and/or three-bedroom units. Each dwelling unit shall meet the following size requirements:
 - i. One-bedroom units shall not be less than 800 square feet.
 - ii. Two-bedroom units shall not be less than 1000 square feet.
 - iii. Three-bedroom units shall not be less than 1200 square feet.

2. Building Setbacks (as measured from the property lines)
 - a. Front: 30-feet
 - b. Side: 25-feet
 - c. Rear: 25-feet
 - d. Minimum distance between structures shall be 20 feet; measured from building wall to building wall.
3. Open Space
 - a. A minimum of thirty-five (35) percent of the site shall be developed as open space, including retention areas, buffer and landscaped areas. Parking areas and vehicle access areas shall not be considered in calculating open space.
4. Height
 - a. Maximum building height shall not exceed three (3) stories except for additional height approved by staff for roof, elevators, a/c units etc., as approved through the Development Review process.

5. PARKING

- A. The permittee shall construct off-street parking spaces within the development per the conceptual site plan, pursuant to the City of Leesburg Code of Ordinances, as amended, or as specified below, which shall include the required number of handicapped parking spaces.
 1. Parking space dimension shall be no less than 9.5' x 18'.
 2. The location and design of the proposed parking areas will be reviewed during the site plan review process to provide for adequate parking, which may limit the permitted uses of the site.

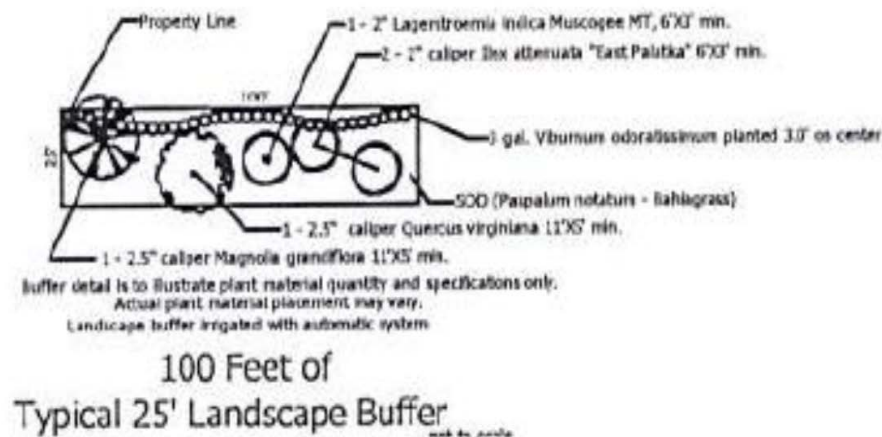
6. OPEN SPACE, LANDSCAPING, BUFFER, AND FENCING REQUIREMENTS

- A. A minimum of 35% open space shall be provided throughout the development. Open space may consist of buffers, wetlands, retention and recreation areas.
- B. A master landscape plan shall be submitted for review by City staff for all landscaping, buffer and boundary areas, parking lots, access roads, entry ways and new construction. This plan shall be reviewed for consistency with this PUD document and the Conceptual Site Plan (Exhibit C) and City of Leesburg landscape code requirements.
 1. Variable landscaped buffer yard around the proposed dumpsters as shown on Exhibit C, Conceptual Plan.
 2. A ten (10) foot landscaped buffer yards on all sides of the two (2) recreational facilities adjacent to the main site as shown on Exhibit C, Conceptual Plan.
 3. A minimum ten (10) foot landscaped buffer on the northern and southern property boundaries of the eastern most recreational facilities as shown on Exhibit C, Conceptual Plan.
- C. All other 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



- D. Variations to the landscape and buffering requirements of this document 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. Use of the University of Florida IFAS (Institute of Food and Agricultural Sciences) approved standards for "Florida Friendly Landscaping" will also be acceptable.
- E. A solid six (6) foot high privacy fence shall be provided along the northern, southern, and eastern property lines. The fence shall be constructed of PVC, or other such synthetic material that creates an opaque barrier between the subject property and adjacent lands in those locations. All fencing shall be constructed on or within the property lines, leaving the required buffers for landscaping as required herein.
- F. 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. DESIGN/ARCHITECTURAL STANDARDS

A. All buildings shall utilize at least three (3) 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 Manager 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 are considered conceptual.
- 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.

8. DEVELOPMENT PHASING

- A. The proposed project may be constructed in phases in accordance with the **Small Planned Unit Development Conditions and Conceptual Plan, Exhibit C**. Changes to the development conditions or conceptual plan, other than those conditions described in these PUD Conditions of Approval, shall be revised in accordance with the Planned Development review process, City of Leesburg Code of Ordinances.
- B. Implementation of the project shall substantially commence within one-hundred twenty (120) months after approval of this Small Planned Development by City Commission. In the event, the conditions of the SPUD have not been substantially implemented during the required time period, the City of Leesburg shall have the option of scheduling the SPUD, with due notice to the owner and surrounding property owners, for reconsideration by the Planning Commission at their next available regular meeting. The Planning Commission will consider whether to extend the PUD approval or rezone the property to another appropriate zoning classification. “Implementation” for purposes of this subsection shall mean, at a minimum, recording of a final plat, and final approval of construction plans, together with actual commencement of construction on the property.
- C. As part of the overall development process, if the project is constructed in phases, then plat of the lots for each approved phase shall contain only portions of the development approved under the Site Plan Review Process, i.e. each phase platted shall match each phase submitted for site plan review.

9. SIGNAGE

- A. Ground signs
 1. All ground signage for the property shall be monument style signs with design and architectural style consistent with the overall development, and consistent with the requirements of the sign regulations of the City of Leesburg.
- B. Alternative Designs.
 1. Alternative designs for the ground enclosure support and bases of a monument sign may be approved by the Planning and Zoning Director where the architectural style would be in keeping with the intent of these sign regulations.
- C. Landscaping for ground signs

1. Landscaping around all monument signs shall comply with the standards and requirements of the sign regulations of the City of Leesburg Code of Ordinances, as amended.
- D. Wall signs
 1. All wall signage for the property shall be designed and constructed to comply with the standards and requirements of the sign regulations of the City of Leesburg Code of Ordinances, as amended.

10. SITE ACCESS

- A. Access to the site shall be provided by a minimum of two access points. There shall be one “boulevard style” access point which maybe gated as shown on the conceptual Plan, which empties out onto Picciola Road as a right-turn only point. There shall also be one additional access point to the north, which will allow access to Park Holland Road. This second access must be available at the time of site plan review by the City of Leesburg.
- B. 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 site plan application review process. All access points shall be designed to allow emergency access vehicles room to maneuver and have appropriate traffic flow. Each entrance shall be reviewed and adjusted by staff as needed at the Site Plan and Construction Plan review.
 1. Offsite road improvements on existing roads adjacent to the property may be required based on finalized access locations. Such improvements may include, but are not limited to, left and right turn lanes, right-of-way dedication, and pavement rehabilitation. Any proposed offsite road improvements must be reviewed by Lake County Public Works.
 2. Prior to completion of the subdivision design plans, the developer shall work with the Lake County Department of Public Works to ensure all appropriate required roadway and access improvements for the development are made part of the plans submitted to the City of Leesburg.
 3. The Master Development Plan, and the access points proposed thereon, are considered conceptual until the appropriate engineering and site plan reviews, along with any required upgrades are completed for the project.
- C. All access points 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. All access points shall be reviewed, as legally prescribed by Lake County Public Works, and/or FDOT as applicable, and shown on the Master Development Plan - Exhibit C, as amended. All access points are conceptual and may be amended subject to site constraints or requirements.
- D. 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.

11. TRANSPORTATION IMPROVEMENTS

- A. Any transportation improvements or rights-of-way that may be required shall be based on projected needs and shall be contingent upon site plan approval by City staff during the development review and permitting process. The plan review process shall include consideration of required sidewalks, recreation paths etc.
- B. A traffic/transportation study shall be submitted for review and determination of any necessary access improvements, and including any off-site improvements legally required by Lake County, the Lake-Sumter MPO or the City of Leesburg. Said improvements will be the responsibility of the Permittee. Any right-of-way that may be required shall be based on projected needs and shall be contingent upon site plan approval by City staff during the development review and permitting process.
- C. The Permittee shall provide all necessary improvements within and adjacent to the development as required by Lake County, the Lake-Sumter MPO and City of Leesburg.
- D. All paved areas within the development shall be designed and constructed to meet the City of Leesburg requirements for roads, drive aisles and sidewalks, as applicable.
- E. The Permittee shall be responsible for obtaining all necessary Lake County permits and a copy of all permits shall be provided to the City of Leesburg.
- F. Drives and accesses shall be constructed within the interior of the development such that continuous vehicular access is available among and between all structures within the development.
- G. Sidewalks shall be provided on both sides of the entrance road(s) and internal roads, and shall provide cross connections to all recreation and residential areas. Internal road rights-of-ways shall contain sidewalks on both sides of each street. All sidewalks shall be constructed in accordance with City of Leesburg Codes.

12. STORMWATER/DRAINAGE MANAGEMENT

- A. 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.
- B. 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:
 - 1. A detailed site plan that demonstrates no direct discharge of stormwater runoff generated by the development into any wetlands or onto adjacent properties.
 - 2. A stormwater management system designed and implemented to meet all applicable St. Johns River Water Management District and City of Leesburg requirements.

3. A responsible legal entity for the maintenance of the stormwater management system on the plat prior to the approval of the final plat of record. A homeowners or property owners association is an acceptable maintenance entity.
4. The 100-year flood plain shown on all plans and lots.
5. The appropriate documentation that any flood hazard boundary has been amended in accordance with Federal Emergency Management Agency requirements, if the 100-year flood plain is altered and /or a new 100 year flood elevation is established in reference to the applicable flood insurance rate map.
6. A copy of the Management and Storage of Surface Waters permit obtained from St. Johns River Water Management District shall be provided to the City during the site plan review process.
7. Should the Permittee desire to dedicate the proposed project's stormwater management system to the City of Leesburg; the City, at its discretion, may accept or not accept the stormwater management system.
 - i. 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.
 - ii. 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.

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 28,800 square feet (0.67 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 completion 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 dedicated with a 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.

14. WETLANDS AND FLOOD ZONES

- A. All wetlands on the project site shall be identified by a jurisdictional wetland boundary line, and the location and extent of each wetland shall be determined by the Department of Environmental Protection, St. Johns River Water Management District and/or U.S. Army Corp of Engineers. Each wetland shall be placed on a suitable map, signed and sealed by a surveyor registered to practice in Florida and shall be submitted as part of the site plan process. Any notice of violation from any affected agency shall be cause for a cease and

desist order on permits issued by the City of Leesburg until such time as the violation has been resolved with the appropriate agency(s).

- B. 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 a minimum upland buffer as established by the Department of Environmental Protection, St. Johns River Water Management District and/or U.S. Army Corp of Engineers; whichever is more restrictive. All upland buffers shall be naturally vegetated and upland buffers that are devoid of natural vegetation shall be re-planted with native vegetation or as required by St. Johns River Water Management District and/or U.S. Army Corp of Engineers.
- 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.
 - a. Through the site plan review process, the developer shall coordinate with the City of Leesburg, Lake County and all impacted government agencies regarding elevation determinations, compensatory storage and overall design of the subdivision within and near flood hazard boundary areas, to ensure compliance with all regulations.

15. IRRIGATION AND 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.

16. UTILITIES

- A. Prior to receiving final development approval, the Permittee shall submit a stormwater management plan and utility plan acceptable to the City of Leesburg. Water and wastewater 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:
 - 1. 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.
 - 2. 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.
 - 3. The City of Leesburg intends to service the property with water and wastewater services at this time. At the time of connection, all regulations in place at the time of the request shall be required, including but not limited to impact fees, connection and utility service deposit charges. The cost of supplying water and wastewater lines and other necessary infrastructure such as lift stations to the development shall be the responsibility of the applicant.

17. MAINTENANCE

- A. With the exception of any public utilities, streets and sidewalks, maintenance of all site improvements, including but not limited to roadways, drives, internal sidewalks, landscaping and stormwater retention/drainage shall be the responsibility of the property owner. A property owners' association shall serve as an appropriate entity for all common properties within the development.

18. MISCELLANEOUS CONDITIONS

- A. The uses of the proposed project shall only be those uses identified in the approved Planned Development Conditions. Any other proposed use must be specifically authorized in accordance with the Planned Development amendment process.
- B. No person, firm or corporation shall erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building structure, sign (wall, pole or monument signs) or alter the land in any manner without first submitting the necessary plans and obtaining appropriate approvals in accordance with the City of Leesburg Codes.

- C. Construction and operation of the proposed use(s) shall at all times comply with City and other governmental agencies rules and regulations.
- D. The transfer of ownership or lease of any or all of the property described in this SPUD Agreement shall include in the transfer or lease agreement, a provision that the purchaser or lessee is made good and aware of the conditions pertaining to the Small Planned Unit Development established and agrees to be bound by these conditions. The purchaser or lessee may request a change from the existing plans and conditions by following the procedures as described in the City of Leesburg Land Development Code, as amended.
- E. These SPUD Conditions shall inure to the benefit of, and shall constitute a covenant running with the land and the terms, conditions, and provisions hereof, and shall be binding upon the present owner and any successor, and shall be subject to each and every condition herein set out.

19. LEVELS OF SERVICE

A. Levels of Service

- 1. As submitted the proposed zoning change, the project 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 waste. However, no final development order (site plan and building permits) shall be granted for proposed development until there is a finding that all public facilities and services required for the development have sufficient capacity at or above the adopted level of service (LOS) to accommodate the impacts of the development, or that improvements necessary to bring facilities up to their adopted LOS will be in place concurrent with the impacts of the development.

B. Utilities

1. Projected Capacities

- a. The City's utility planning efforts draw upon phasing, capacity and service requirements, based upon information provided by the applicant. The City develops its plans consistent with sound engineering principles, prudent fiscal practices and due regard for regulatory compliance.
- b. If the development requires construction of new distribution or collection lines, the developer will be required to construct such facilities to provide service. The developer will bear the cost of design, permitting and construction. Any such facilities must be constructed in a fashion consistent with the City's master plans and to the City standards and specifications.

2. Commitment of Capacity

- a. There are no previous commitments of any existing or planned excess capacity for this property.

3. Ability to Provide Services

- a. At this time, the City intends to provide water, wastewater and reclaimed water service to this development.

Legal Description

BEGINNING AT A POINT 252.5' SOUTH OF THE N.W. CORNER OF S.E. $\frac{1}{4}$ OF N.E. $\frac{1}{4}$ OF SEC. 15, TWP. 19 S, R 24 E. THENCE SOUTH 260.5'; THENCE EAST 1342.5'; THENCE NORTH 260.5'; THENCE WEST 1342.5' TO THE POINT OF BEGINNING.

AND

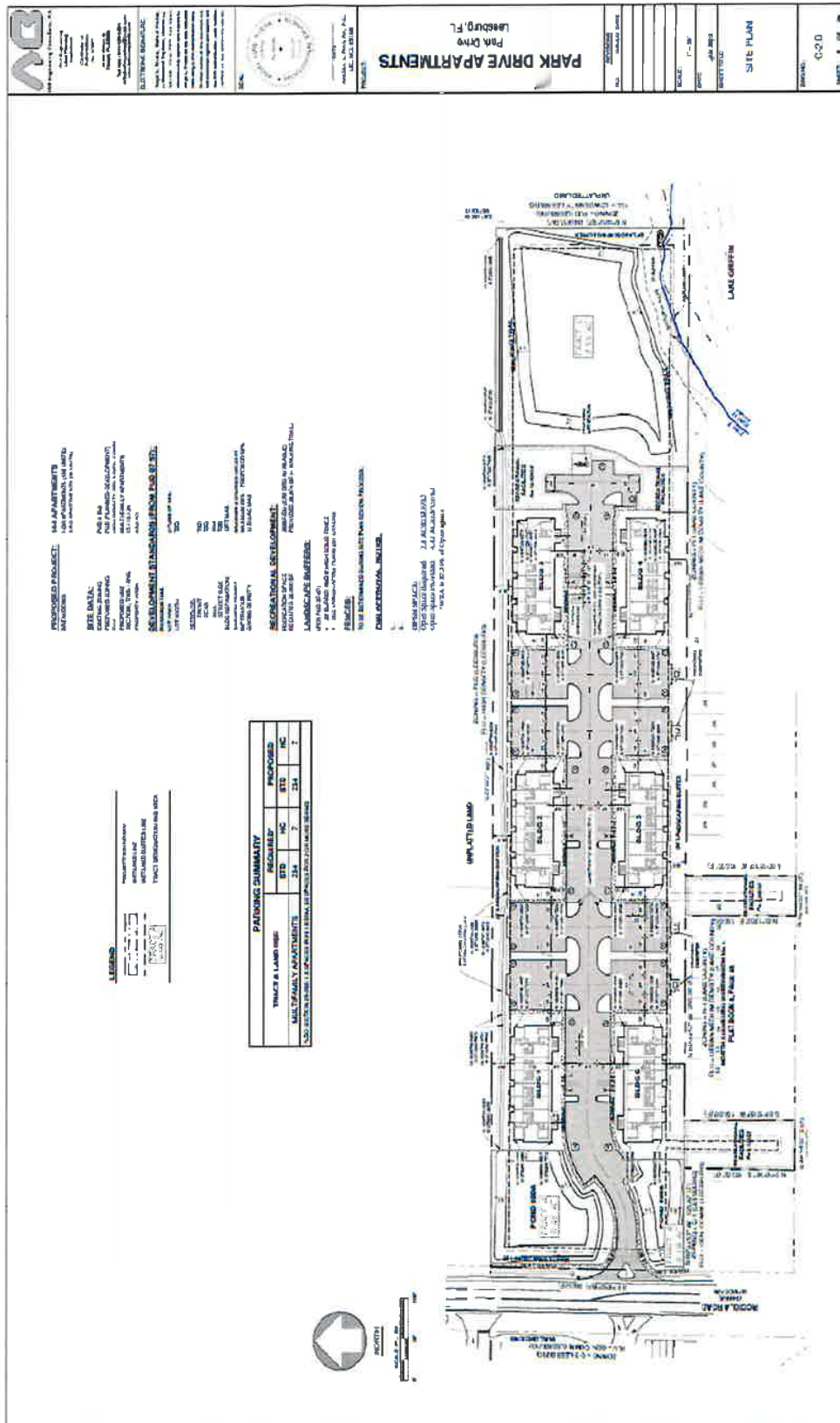
(PORTION OF OFFICAL RECORDS BOOK 1466, PAGE 0210)

LOTS 7, 8, AND 9 OF BLOCK A, NORTH LEESBURG SUBDIVISION, LESS: BEGIN AT SW CORNER OF SAID LOT 7 RUN EAST FOR 12.95 FEET, THENCE NORTH FOR 150 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 7 THAT IS 15.25 FEET EAST OF THE NORTHWEST CORNER OF SAID LOT 7, THENCE WEST FOR 15.25 FEET, THENCE SOUTH FOR 150 FEET TO THE P.O.B ALL IN NORTH LEESBURG SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 8, PAGE 98 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

AND

(PORTION OF OFFICAL RECORDS BOOK 5310, PAGE 2013)

LOTS 20 AND 21 IN BLOCK "A" IN CORRECTED PLAT OF NORTH LEESBURG SUBDIVISION NO. 1., IN LAKE COUNTY, FLORIDA, ACCFORDING TO PLAT THEREOF RECORDED IN PLAT BOOK 8, PAGE 98, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.



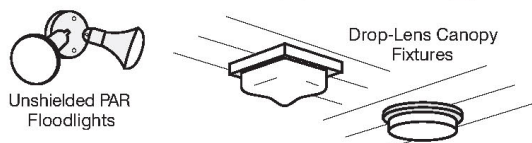
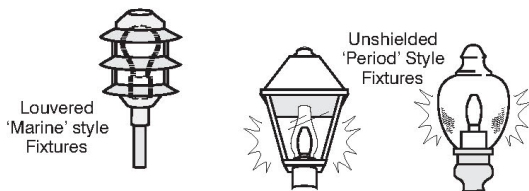
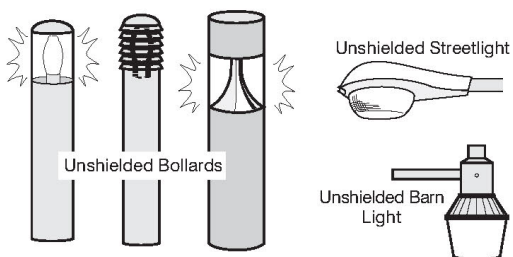
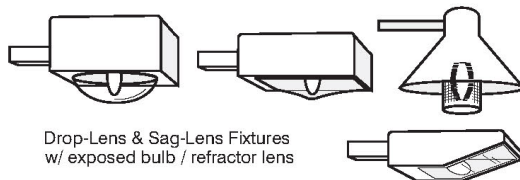
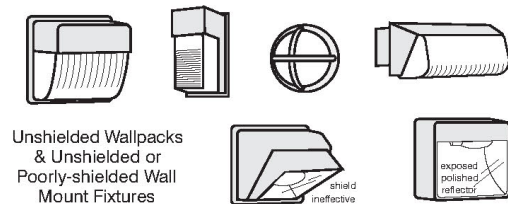
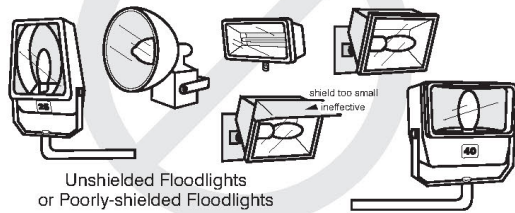


TYPICAL DARK SKY LIGHTING FIXTURES

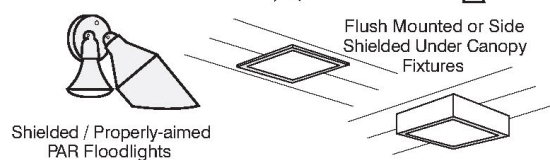
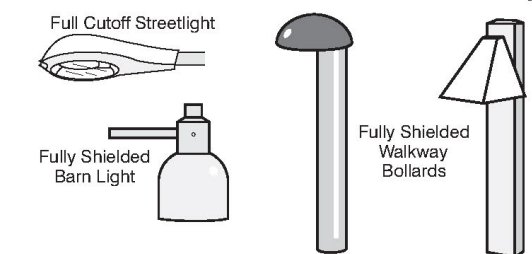
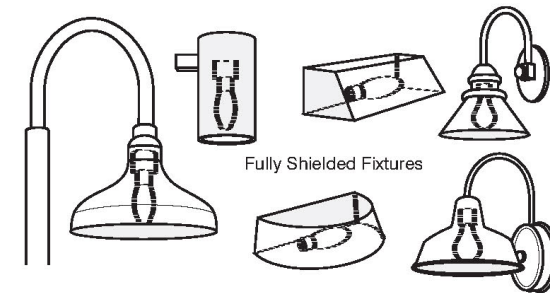
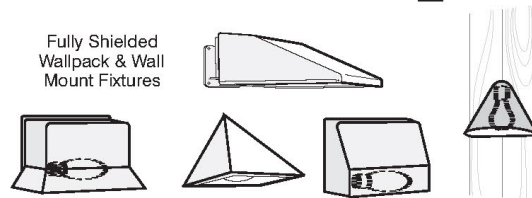
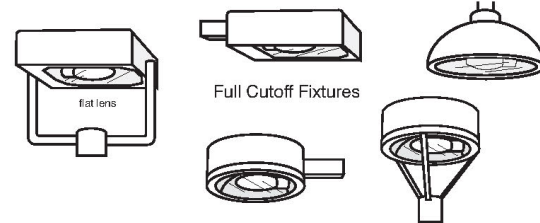
Examples of Acceptable / Unacceptable Lighting Fixtures

Unacceptable / Discouraged

Fixtures that produce glare and light trespass

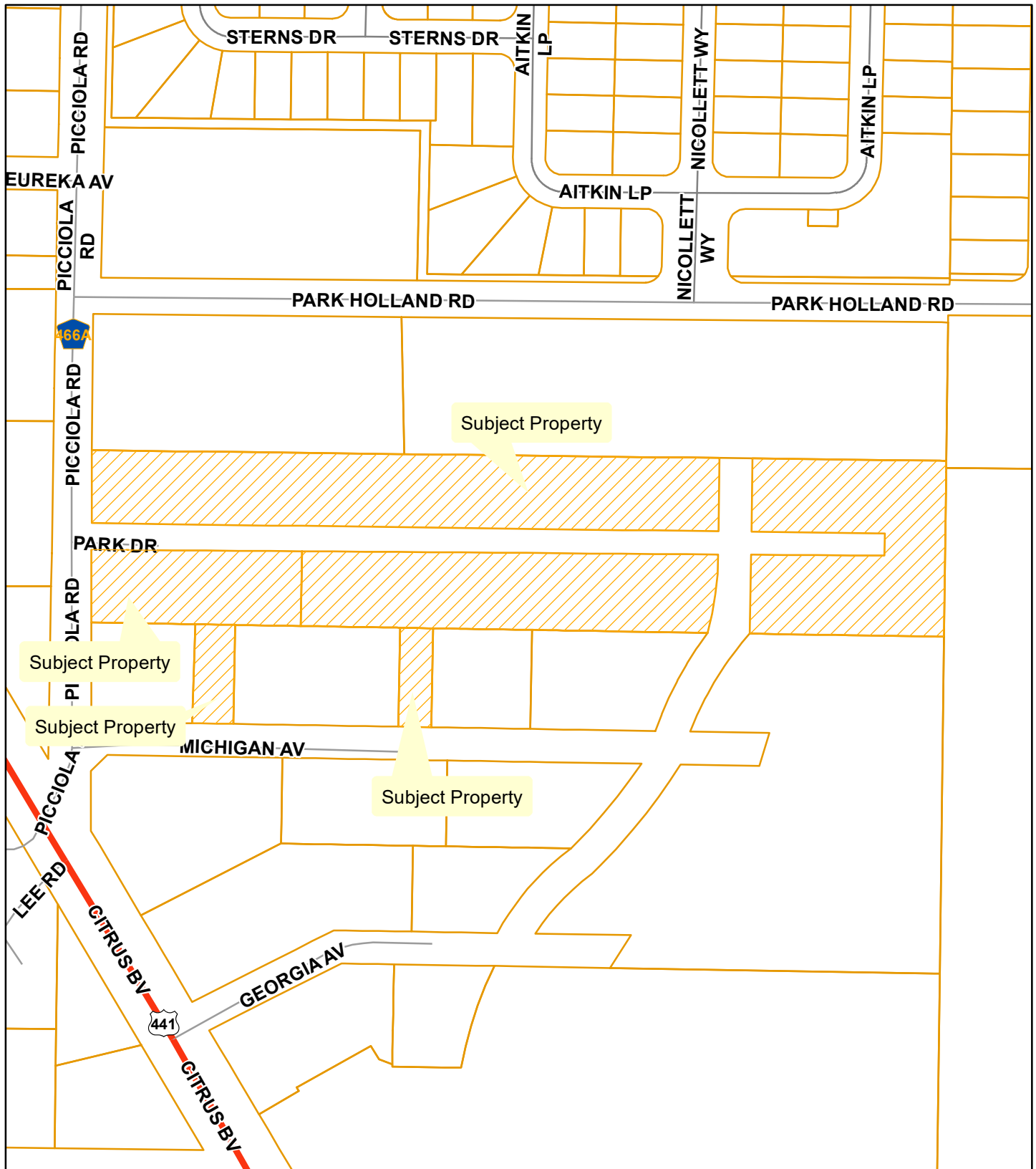
**Acceptable**

Fixtures that shield the light source to minimize glare and light trespass and to facilitate better vision at night

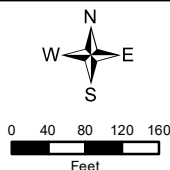


Illustrations by Bob Crelin © 2005. Rendered for the Town of Southampton, NY. Used with permission

Locator

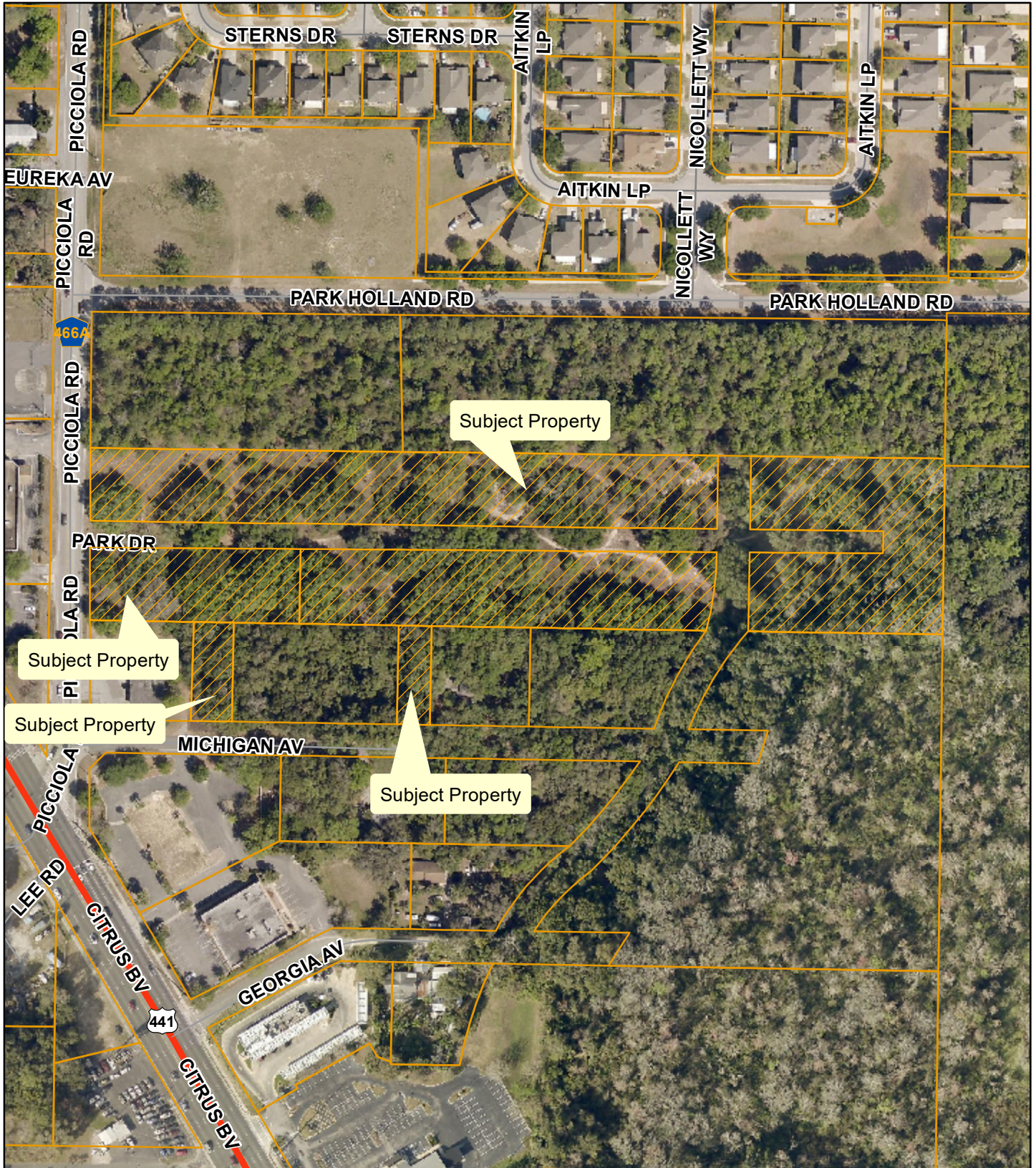


**Planning
& Zoning
Division**

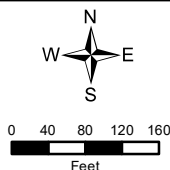


Picciola Project PMF Leesburg
SSCP-23-31; SPUD-23-32
Alternate Keys: 3764773, 1489733, 1654939, 3764889
Section 15, Township, 19 South, 24 East
March 1, 2023

Aerial

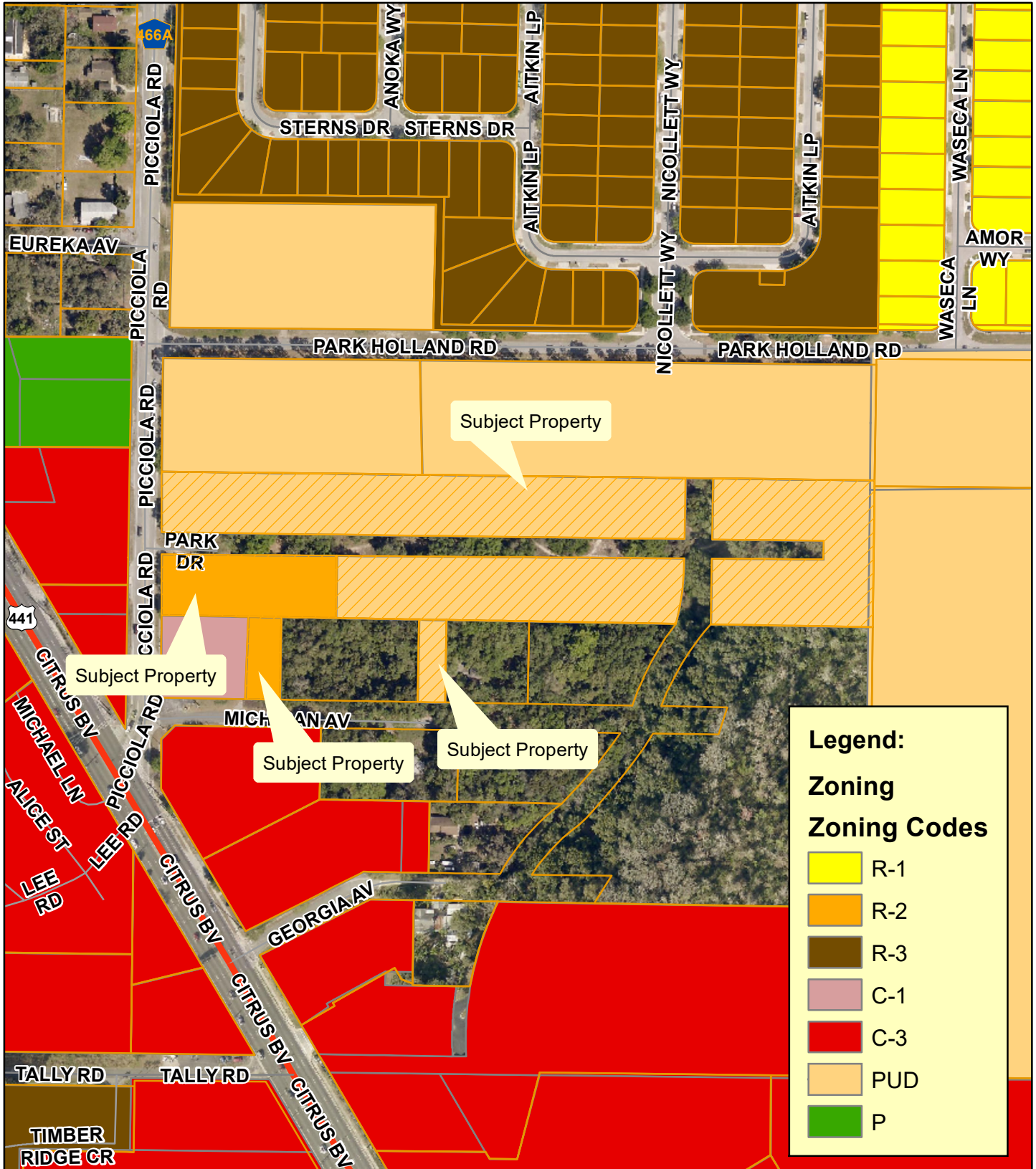


**Planning
& Zoning
Division**

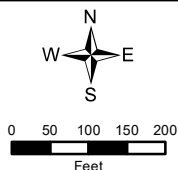


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Zoning



**Planning
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Division**

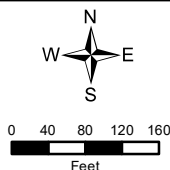


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Proposed Zoning



**Planning
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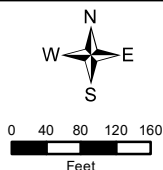


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Surrounding Land Uses

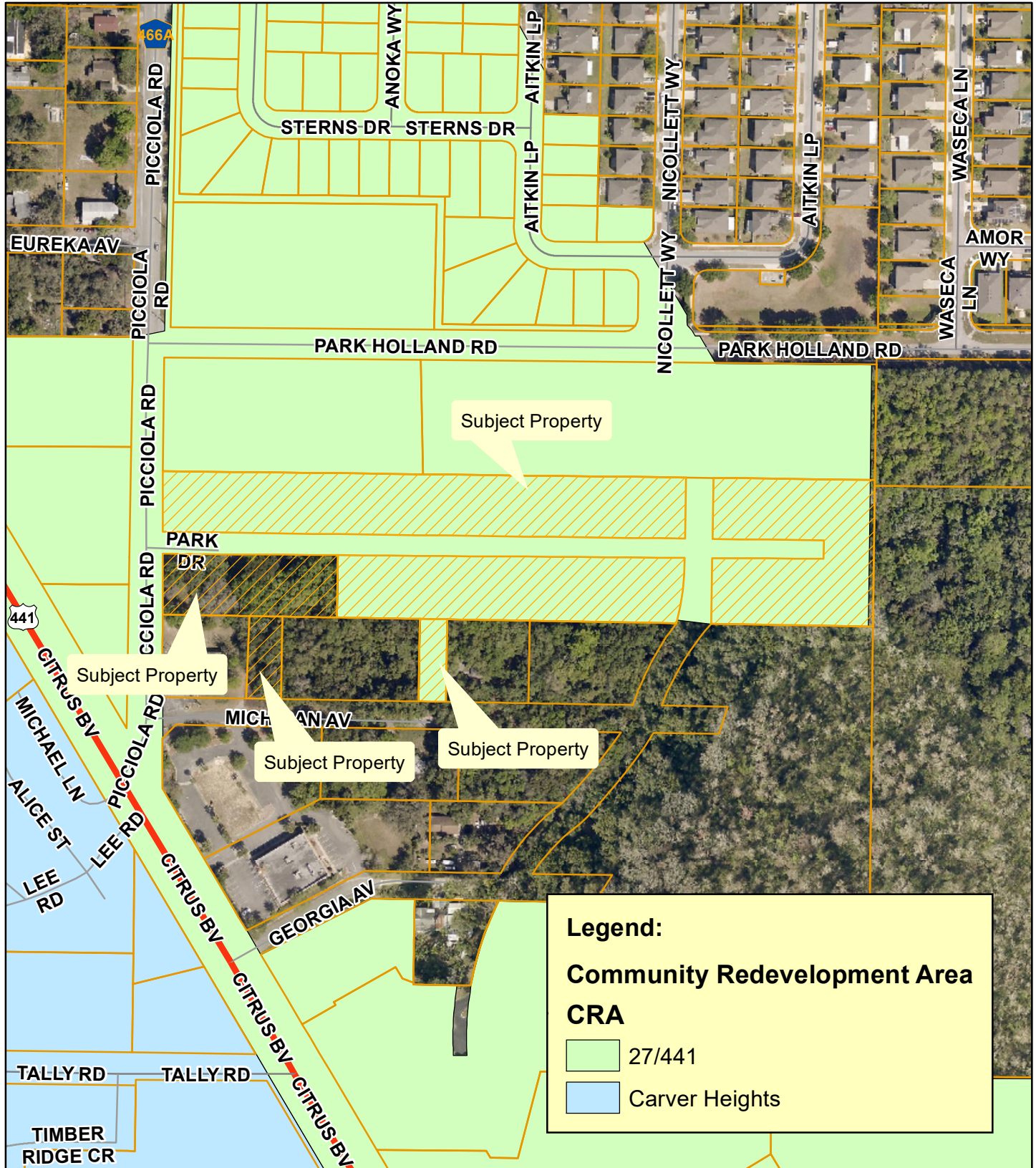


**Planning
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Division**

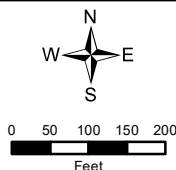


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Community Redevelopment Area

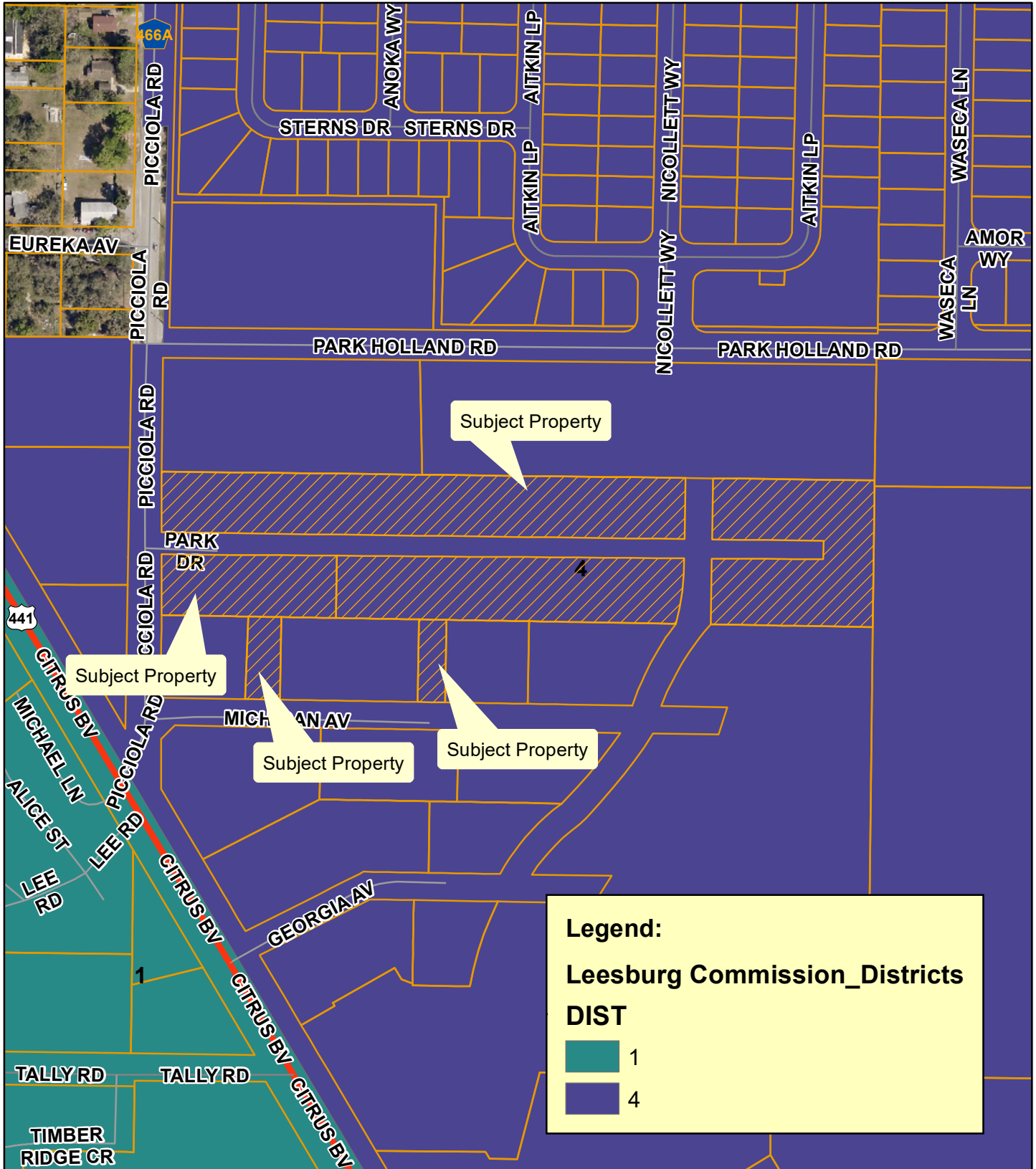


**Planning
& Zoning
Division**

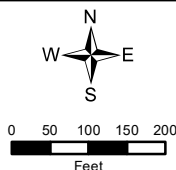


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Commission Districts



**Planning
& Zoning
Division**



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DRAFT SUMMARY MINUTES OF THE REGULAR MEETING
OF THE PLANNING COMMISSION
CITY HALL
THURSDAY, MARCH 23RD, 2023 - 4:30 P.M.

The Planning Commission of the City of Leesburg held its regular meeting Thursday, March 23rd, 2023, at City Hall.

Chairman Tim Sennett called the meeting to order at 4:30 p.m.

The following Commission members were present:

Tim Sennett - Chairman
Ted Bowersox – Vice-Chairman
John O’Kelley
Stewart Kaplan
Nathaniel Sanders

The following Commission members were absent:

Frazier Marshall
Ze’Shieca Carter
Ken Simeone
Rosalind Peebles-Johnson

City staff in attendance included Dan Miller, Planning & Zoning Director, Sabrina Mitchell, Administrative Assistant II, Dianne Yekel, Senior Planner, Kandi Harper, Senior Planner, Max Van Allen, Planner, Melissa Medders, Planner and City Attorney Grant Watson was also present.

The meeting opened with an invocation given by Vice-Chairman Bowersox, followed by the Pledge of Allegiance to the Flag.

Dan Miller informed the audience of the rules of participation and the need to sign the speaker’s registry. He also informed Commissioners and the audience that the City Commission meeting dates are tentatively scheduled.

DRAFT SUMMARY MINUTES OF THE PLANNING COMMISSION MEETING

FOR THURSDAY, FEBRUARY 23RD, 2023.

Vice-Chairman Bowersox moved to APPROVE the draft minutes from the FEBRUARY 23RD, 2023 meeting. Commissioner Sanders SECONDED the motion, which PASSED by a vote of 5-0.

Sabrina Mitchell swore in staff as well as anyone in the audience wishing to speak.

Chairman Sennett called for the first case under new business be brought forward.

NEW BUSINESS

1) PUBLIC HEARING CASE # SSCP-22-585 – SUNDANCE COMMERCIAL AND INDUSTRIAL – SMALL SCALE COMPREHENSIVE PLAN AMENDMENT

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 SECTIONS 14 AND 15, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. **(CITY COMMISSION DATES ARE TENTATIVELY SCHEDULED FOR FIRST READING ON MONDAY, APRIL 10TH, 2023 AND SECOND READING TENTATIVELY SCHEDULED FOR MONDAY, JUNE 12TH, 2023) (Sundance Commercial and Industrial) (POSTPONED AT APPLICANT'S REQUEST FROM THE FEBRUARY 23RD, 2023 PLANNING COMMISSION REGULAR MEETING)**

Dan Miller requested to discuss the next two cases together and vote on each case separately.

Dan Miller introduced case number #SSCP-22-585 – Sundance Commercial and Industrial – Small Scale Comprehensive Plan Amendment and case number #PUD-22-586 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 a background and explanation of the subject property, location, zoning, requests, went over aerial map, conceptual architectural samples Exhibit D, and PUD (Planned Unit Development).

Max Van Allen utilized a power point presentation to demonstrate the area of the proposed site for both cases.

Department Review Summary: This case was sent out to all the different City departments, Lake County Public Works, and the School Board there were no substantive comments from the City departments. Lake County Public Works did note the need for turn lanes on CR 48, plus a right turn lane on Haywood Worm Farm Road and additional right of way for the proposed future Central Lake Trail, as well as for the possibility of the widening of CR 48 which rolls into 470. Public responses – we did not receive any major comments from the City of Leesburg notice requirements. Staff did receive two written responses for approval, we didn't receive any recommendations for denial in response to the posted signs and newspaper.

Mr. Miller read the Staff Recommendations into the record for both cases; Staff supports both cases; recommended approval.

Chairman Sennett stated if the Commission have any questions of Staff or applicant.

Dwight Sadoff with Project Finance & Development at 7575 Dr. Phillips Blvd. Suite 165 Orlando, Florida 32819 stated the primary reason to come to the City; utilities, 33 acres, no wetlands, no endangered species, flat, used for cattle, uses seeking; very consistent, frontage on CR 48; removed any reference industrial uses, permitted/conditional uses; City Code, not seeking to have use in plan, fronts on two roads, different; County did not want access on CR 48; County permission, uses stated very specifically; concept plan, Exhibit C, few things in conditions of approval; carryovers from prior plan, hopefully, Dan Miller will clean up before City Commission; uses; slightly misstated; conditions, specific; concept plan, design standards, material; applicable to residential development, not applicable to our plan; commercial/industrial development, going smoothly, very high on the area, intensity of people, went over PUD standards with Dan Miller to make changes; (5A) elevations applicable to SF units; (B1), Dan Miller stated and read into the record (7C) the elevations of SF should be taken out, plan; open space 35% minimum, Code 30%, match Code; Dan Miller replied change in Code; our City Commission requires every PUD; 35%, about two years ago started wanting increases on that; in order to move forward, very particular worded permitted uses; stick with what proposed, consistent with what we discussed; Dan Miller replied allowing industrial uses; 6.5 acres; define industrial uses; Dwight Sadoff stated we just referenced the Code, M1 permitted uses, not M1 conditional; Dan Miller stated think we can make that work if the Commission will allow me to work with the applicants on that, make sure nothing nauseous; don't see a problem with his request, request permission from Commission, clarification; about conditional uses/permitted in the industrial; applicant is correct, happy to work with applicant to make change; before City Commission, Dwight Sadoff stated on the concept plan; walls on the east/west side wall or 6' opeg security fence, Staff report; provides/allows for fence on east and wall on the west side.

Dan Miller replied it was intended to be a wall on west and fence on east; Dwight Sadoff stated the difference in cost; wall/fence, substantial cost difference; value of brick or block wall; fence, both provide opeg barrier; Dan Miller replied can work with that if 25' buffer remains on west side, fence responsibility of POA if Commission agrees; Dwight Sadoff stated (7A.3); gated; depends on use; don't want to say shall be gated.

Dan Miller replied it depends on the use we are alright with that on Haywood Worm Farm, if use requires a gate; will need to put one up, may be gated, fine with Staff; Dwight Sadoff stated he has question on paragraph (6C), reference to upland buffer; section landscaping/buffer requirements, section (11E); wetlands, flood zones, and wildlife, upland buffer; paragraph dealing with landscape/buffer requirements, not required to put in walkway, buffer; Dan Miller replied allowed in upper buffers but limited to, but not required; Dwight Sadoff read condition into record; Dan Miller replied if you wanted to put a hiking trail; thanks the applicant.

Commissioners, and Mr. Miller discussed PUD conditions are written as they should be, so if we have anything to clean up; let's move forward, architectural standards; originally architectural presented were metal buildings; added some architectural standards; Dan Miller went over façade samples; conceptual; Exhibit D; language in PUD; Staff can work with applicant on architectural designs, something that looks good, these are examples; not locked in, read standards; looks like a residential standard, how they work, non-predominance of metal, stucco, 50:50, some angles; doesn't just stand out as a metal building; Dan Miller requested permission to work the applicants on the changes; Commission agreed.

Chairman Sennett stated if the Commission have any questions of the applicant or if anyone in the audience would like to speak on this case.

Chairman Sennett closes discussion from the Public, entertained a motion, and then the voting took place.

Commissioner Sanders made a MOTION for APPROVAL of case # SSCP-22-585 – SUNDANCE COMMERCIAL AND INDUSTRIAL – SMALL SCALE COMPREHENSIVE PLAN AMENDMENT Commissioner Kaplan SECONDED the MOTION which CARRIED UNANIMOUSLY by a vote of 5-0 .

Chairman Sennett called for the second case under new business be brought forward.

2) PUBLIC HEARING CASE # PUD-22-586 – SUNDANCE COMMERCIAL AND INDUSTRIAL – PLANNED UNIT DEVELOPMENT

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE ZONING ON APPROXIMATELY 33.45 +/- ACRES FROM LAKE COUNTY A (AGRICULTURE) TO THE 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 SECTIONS 14 AND 15, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. **(CITY COMMISSION DATES ARE TENTATIVELY SCHEDULED FOR FIRST READING ON MONDAY, APRIL 10TH, 2023 AND SECOND READING TENTATIVELY**

SCHEDULED FOR MONDAY, JUNE 12TH, 2023) (Sundance Commercial and Industrial) **(POSTPONED AT APPLICANT'S REQUEST FROM THE FEBRUARY 23RD, 2023 PLANNING COMMISSION REGULAR MEETING)**

Chairman Sennett entertained a motion, and then the voting took place.

Commissioner Kaplan made a MOTION for APPROVAL of case # PUD-22-586 – SUNDANCE COMMERCIAL AND INDUSTRIAL – PLANNED UNIT DEVELOPMENT with the changes Vice-Chairman Bowersox SECONDED the MOTION which CARRIED UNANIMOUSLY by a vote of 5-0.

Tim Sennett, Chairman

Sabrina Mitchell, Administrative Assistant II

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.A.3.

Meeting Date: September 11, 2023

From: Al Minner, (City Manager)

Subject: An Ordinance of the City of Leesburg, Florida amending the City Code of Ordinances by amending Chapter 22, Section 22-7, Natural Gas Line Installation procedures to clarify the residential development units to which natural gas line and appliance installation requirements apply; providing for severability; providing for inclusion in the Code of Ordinances; providing of conflicts; and providing an effective date.

Staff Recommendation:

Conduct first reading and set for second reading and public hearing.

Analysis:

This proposal considers modifying the natural gas development requirement to be considered for only single family residential development. The modification defines "unit" and in so doing would exempt apartments, town homes and multifamily units from the natural gas development requirement.

Procurement Analysis:

N/A

Options:

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

Fiscal Impact:

N/A

ORDINANCE NO. 2023-_____

**AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA
AMENDING THE CITY CODE OF ORDINANCES BY
AMENDING CHAPTER 22, SECTION 22-7, NATURAL GAS
LINE INSTALLATION PROCEDURES TO CLARIFY THE
RESIDENTIAL DEVELOPMENT UNITS TO WHICH
NATURAL GAS LINE AND APPLIANCE INSTALLATION
REQUIREMENTS APPLY; PROVIDING FOR
SEVERABILITY; PROVIDING FOR INCLUSION IN THE
CODE OF ORDINANCES; PROVIDING FOR CONFLICTS;
AND PROVIDING FOR AN EFFECTIVE DATE**

WHEREAS, pursuant to Chapter 22, Section 22-7 of the Code of Ordinances of the City of Leesburg, Florida, natural gas line installation is required in all new residential developments of more than five (5) units and developers are required to equip not less than eighty percent (80%) of such units with a natural gas water heater, natural gas stove, and natural gas dryer, or a natural gas water heater and natural gas furnace;

WHEREAS, the current natural gas line installation requirements broadly apply to all residential development within the City regardless of the nature of the residential development and the City believes it to be in the best interest of its residents and property owners to clarify the residential development units to which the natural gas line installation requirements apply.

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

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

Section 2. Text Amendment. Chapter 22, Section 22-7 of the Code of Ordinances City of the City of Leesburg, Florida shall be amended as follows:

Sec. 22-7. Natural gas line installation procedures.

Natural gas line installation shall be required in all new residential developments of more than five (5) units, in accordance with the conditions and criteria hereinafter specified. For purposes of this section 22-7, “unit” shall mean a detached single-family dwelling. Developers shall insure that not less than eighty (80) percent of all units in the development be equipped with either (i) a natural gas water heater, natural gas stove, and natural gas dryer, or (ii) a natural gas water heater and natural gas furnace. Before any natural gas lines are installed in any such development the following prerequisites must be met...

Section 3. Incorporation. The provisions of this ordinance are intended to be incorporated into the Code of Ordinances of the City of Leesburg, Florida, and sections of this ordinance may be renumbered, re-lettered, and the word “ordinance” may be changed to “section”, “article”, or any other phrase in order to accomplish such intention.

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

Section 4. Conflicts and Severability. All ordinances in conflict with this ordinance are hereby repealed. If any section, sentence, clause, or phrase of this ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portion of this Ordinance.

Section 5. Effective Date. This Ordinance shall take effect immediately upon its final adoption by the City of Leesburg Commission.

PASSED AND ADOPTED this ____ day of _____, 2023 by the City Commission of the City of Leesburg, Florida.

James A. Burry, Jr., Mayor

ATTEST:

J. Andi Purvis, City Clerk

Approved as to form:

William Grant Watson, City Attorney

CODING: Words in ~~struck through~~ type are deletions from the existing Ordinance;
Words in underscoring type are additions.

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.B.1.

Meeting Date: September 11, 2023

From: Dan Miller, (Planning and Zoning Director)

Subject: An ordinance of the City of Leesburg, Florida annexing certain real property consisting of approximately 12.5 acres, generally located west of County Road 468 and north of Jones Drive, as legally described 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. (Homes in Partnership/CWC)

Staff Recommendation:

The Planning and Zoning staff recommends approval of the proposed ordinance for annexation of the subject property.

Analysis:

The applicant has submitted a request for annexation of approximately 12.5 +/- acres, generally located west of County Road and north of Jones Drive, as shown on the attached General Location Map. At this time, the property is undeveloped acreage. The current zoning is Lake County RP (Residential Professional); the proposed zoning is City SPUD (Small Planned Unit Development) and R-2 (Medium Density Residential). The basis of this request is to connect to water and sewer service to develop the property into single family lots.

The property is surrounded by Lake County R-7 (Mixed Residential) and RP (Residential Professional), along with City of Leesburg R-2 (Medium Density Residential) and P (Public). Under the conditions of the PUD (Planned Unit Development) zoning case which is also on this agenda, no negative impacts are anticipated on adjacent properties.

Also, on this City Commission agenda, is a Small-Scale Comprehensive Plan Amendment, which, along with a Small Planned Unit Development Application, had recommendations for approval from the staff and Planning Commission at the public hearing held on August 24, 2023.

Procurement Analysis:

N/A

Options:

1. Approve the requested annexation. This would give the City jurisdiction over the use and future development of the subject site and provide for the application of City standards to this property; or
2. Disapprove the proposed annexation and allow the property to remain in the County.

Fiscal Impact:

A positive fiscal impact will result from the annexation and development of this property due to increased tax revenue added to the General Fund. Future development of the property will increase this anticipated impact.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA ANNEXING CERTAIN REAL PROPERTY CONSISTING OF APPROXIMATELY 12.5 ACRES, GENERALLY LOCATED WEST OF COUNTY ROAD 468 AND NORTH OF JONES DRIVE, AS LEGALLY DESCRIBED 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. (HOMES IN PARTNERSHIP/CWC)

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

Section 1

Based upon the petition of Homes in Partnership, Inc., 1140 South Grove Street, Eustis, Florida 32726, (Michael Rankin, Land Planning Group LLC, 1140 Camp Avenue, Mt. Dora, Florida, 32757, agent) 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 1.

Section 3.

All ordinances or parts of ordinances in conflict with any of the provisions of this ordinance are hereby repealed;

Section 4.

This ordinance shall become effective immediately upon approval at second reading.

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

THE CITY OF LEESBURG, FLORIDA

Mayor

ATTEST:

City Clerk

ANNEXATION and SSCPA

LEGAL DESCRIPTION

THAT PART OF THE SOUTHWEST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ AND THE NORTHWEST $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$ OF SECTION 21, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGIN AT THE QUARTER SECTION CORNER ON THE WEST BOUNDARY OF THE SAID SECTION 21, RUN THENCE EAST TO THE SOUTHEAST CORNER OF THE SOUTHWEST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF SAID SECTION 21, THENCE NORTH 198 FEET, THENCE EAST TO THE EAST BOUNDARY OF THE SOUTHWEST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF SAID SECTION 21, THENCE SOUTH TO THE NORTHERLY LINE OF THE RIGHT OF WAY OF THE SEABOARD COAST LINE RAILROAD, THENCE SOUTH 78 DEGREES 20; WEST TO THE WEST BOUNDARY OF SAID SECTION 21, THENCE NORTH TO THE POINT OF BEGINNING. LESS THE RIGHT OF WAY OF STATE ROAD NO. 468.

ALSO LESS:

BEGIN AT THE INTERSECTION OF THE NORTHERLY LINE OF THE RIGHT OF WAY OF THE SEABOARD COAST LINE RAILROAD WITH THE WEST LINE OF SAID SECTION 21, AND RUN EASTERLY ALONG THE NORTHERLY LINE OF SAID RIGHT OF WAY TO A POINT THAT IS 105 FEET EAST OF THE WEST LINE OF SAID SECTION 21, WHEN MEASURED AT RIGHT ANGLES THERETO, THENCE NORTH 420 FEET, THENCE WEST 105 FEET TO THE WEST LINE OF SAID SECTION 21, THENCE SOUTH ALONG THE WEST LINE OF SAID SECTION 21 TO THE POINT OF BEGINNING.

ALSO LESS:

THAT PART OF THE EAST 100 FEET OF THE NORTHWEST $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$ OF SECTION 21, TOWNSHIP 19 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA, LYING NORTH OF THE RIGHT OF WAY OF THE SEABOARD COAST LINE RAILROAD.

ALSO LESS:

BEGINNING AT A POINT LOCATED 745 FEET SOUTH 73 DEGREES 6' WEST OF A POINT OF WHICH IS 10 FEET SOUTH OF THE SOUTHEAST CORNER OF THE SOUTHWEST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 21, TOWNSHIP 19 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA, THENCE SOUTH 290 FEET TO THE NORTHERLY LINE OF THE RIGHT OF WAY OF THE SEABOARD COAST LINE RAILROAD, THENCE WESTERLY ALONG THE NORTHERLY LINE OF THE RIGHT OF WAY OF SAID RAILROAD 116 FEET, THENCE NORTH 285 FEET, THENCE IN A NORTHEASTERLY DIRECTION ALONG A STRAIGHT LINE TO THE POINT OF BEGINNING.

ALSO LESS:

BEGIN 198 FEET NORTH OF THE SOUTHEAST CORNER OF THE SOUTHWEST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 21, TOWNSHIP 19 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA, RUN THENCE WEST 445 FEET, THENCE SOUTH 146 FEET 2 INCHES, THENCE IN A NORTHEASTERLY DIRECTION ALONG A STRAIGHT LINE TO A POINT THAT IS 91 FEET 6 INCHES SOUTH OF THE POINT OF BEGINNING, THENCE NORTH TO THE POINT OF BEGINNING.

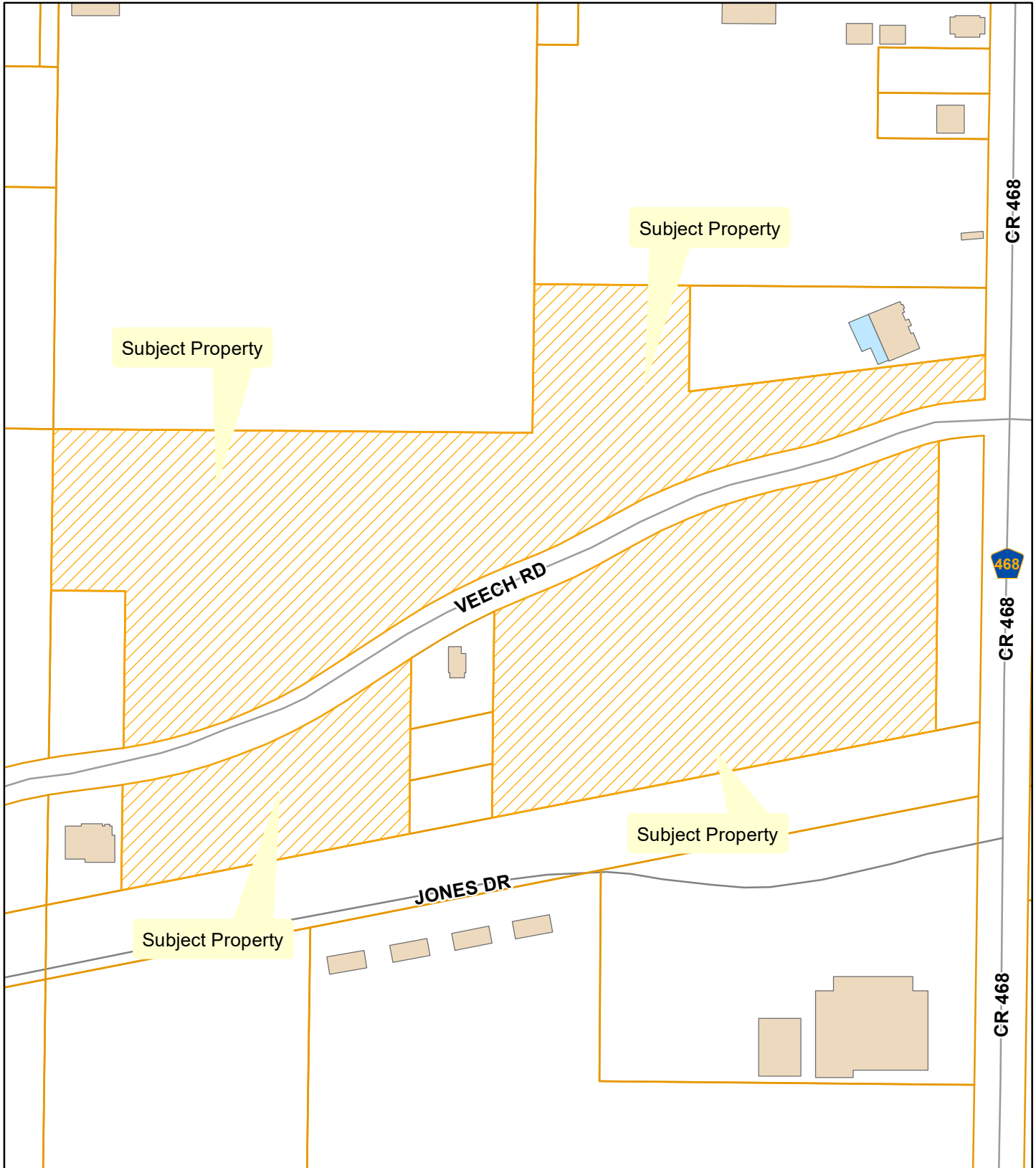
LESS AND EXCEPT:

BEGIN AT THE WEST QUARTER SECTION CORNER OF SECTION 21, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, THENCE RUN EAST 660 FEET, THENCE NORTH 198 FEET, THENCE EAST 215 FEET, THENCE SOUTH 146.17 FEET, THENCE EASTERLY TO A POINT 106.5 FEET NORTH OF THE SOUTHEAST CORNER OF THE SOUTHWEST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$, THENCE SOUTH 106.5 FEET, THENCE WEST 100 FEET, THENCE SOUTH TO THE NORTH BOUNDARY OF THE S.A.L. RAILROAD RIGHT OF WAY, THENCE SOUTH ALONG SAID RAILROAD RIGHT-OF-WAY 78 DEGREES 20' WEST TO A POINT 105 FEET EAST OF THE WEST LINE OF THE SAID SECTION, THENCE NORTH 420 FEET, THENCE WEST 105 FEET, THENCE NORTH TO THE POINT OF BEGINNING – LESS BEGIN 10 FEET SOUTH AND SOUTH 73 DEGREES 6' WEST 745 FEET FROM THE NORTHEAST CORNER OF THE NORTHWEST $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$, RUN SOUTH 290 FEET TO THE S.A.L. RAILROAD RIGHT OF WAY, THENCE WESTERLY ALONG SAID RAILROAD RIGHT OF WAY 116 FEET, THENCE NORTH 285 FEET, THENCE NORTHEASTERLY 116 FEET TO THE POINT OF BEGINNING AND LESS HIGHWAY 468.

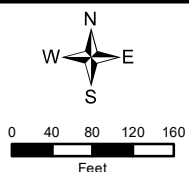
LYING WITHIN THE FOLLOWING DESCRIBED CENTERLINE A DISTANCE OF 25 FEET EACH SIDE (50 FEET TOTAL WIDTH):

COMMENCE AT THE EAST $\frac{1}{4}$ CORNER OF SECTION 20, TOWNSHIP 19, RANGE 24, THENCE RUN SOUTH 00 DEGREES 20' 42" WEST FOR 483.58 FEET ALONG SAID SECTION LINE TO A POINT OF BEGINNING, RUN NORTH 79 DEGREES 32' 20" EAST FOR 113.64 FEET TO A CURVE TO THE LEFT HAVING A RADIUS OF 715 FEET, RUN ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 15 DEGREES 17' 16" A DISTANCE OF 178.30 FEET TO END OF SAID CURVE, RUN NORTH 65 DEGREES 15' 04" EAST FOR 6.36 FEET TO A CURVE TO THE LEFT HAVING A RADIUS OF 1300 FEET, RUN ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 7 DEGREES 23' 49" A DISTANCE OF 167.83 FEET TO END OF SAID CURVE, RUN NORTH 57 DEGREES 51' 15" EAST FOR 51.48 FEET TO A CURVE TO THE RIGHT HAVING A RADIUS OF 1300 FEET, RUN ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 7 DEGREES 23' 49" A DISTANCE OF 167.83 FEET TO END OF SAID CURVE, RUN NORTH 57 DEGREES 51' 15" EAST FOR 51.48 FEET TO A CURVE TO THE RIGHT HAVING A RADIUS OF 1300 FEET, RUN ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 7 DEGREES 05' 51" A DISTANCE OF 161.04 FEET TO END OF SAID CURVE, RUN NORTH 64 DEGREES 57' 06" EAST FOR 57.99 FEET TO A CURVE TO THE LEFT HAVING A RADIUS OF 1700 FEET, RUN ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 5 DEGREES 27' 33" A DISTANCE OF 161.98 FEET TO END OF SAID CURVE, RUN NORTH 59 DEGREES 29' 33" EAST FOR 5.98 FEET TO A CURVE TO THE RIGHT HAVING A RADIUS OF 564.78 FEET, RUN ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 19 DEGREES 29' 27" A DISTANCE OF 191.95 FEET TO END OF SAID CURVE, RUN NORTH 78 DEGREES 59' 00" EAST FOR 84.69; THENCE RUN NORTH 66 DEGREES 25' 02" EAST FOR 149.76 FEET, THENCE RUN SOUTH 89 DEGREES 58' 40" EAST FOR 68.03 FEET. RETURN TO POINT OF BEGINNING, RUN SOUTH 79 DEGREES 32' 20" WEST FOR 31.70 FEET TO A CURVE TO THE LEFT HAVING A RADIUS OF 514.98 FEET, RUN ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 25 DEGREES 36' 52" A DISTANCE OF 230.22 FEET TO END OF SAID CURVE, RUN SOUTH 53 DEGREES 55' 28" WEST FOR 90.16 FEET TO A CURVE TO THE RIGHT HAVING A RADIUS OF 322.68 FEET, RUN ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 41 DEGREES 34' 47" A DISTANCE OF 234.17 FEET TO END OF SAID CURVE, RUN TO A CURVE TO THE LEFT HAVING A RADIUS OF 424.50 FEET, RUN ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 34 DEGREES 13' 28" A DISTANCE OF 253.57 FEET TO END OF SAID CURVE, RUN SOUTH 61 DEGREES 16' 47" WEST FOR 246.98 FEET TO A CURVE TO THE RIGHT HAVING A RADIUS OF 424.50 FEET, RUN ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 17 DEGREES 07' 58" A DISTANCE OF 126.94 FEET TO END OF SAID CURVE, RUN SOUTH 78 DEGREES 24' 45" WEST FOR 75 FEET.

Locator



**Planning
& Zoning
Division**

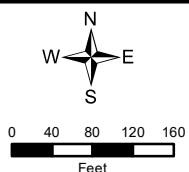


Homes in Partnership/CWC - Christian Preserve
ANNX-23-326; SSCP-23-327; SPUD-23-328
West of Co. Road 468, North of Jones Drive, off of Veech Road
Section 21, Township 19 South, Range 24 East
Alternate Key #: 1700256
July 11, 2023

Aerial

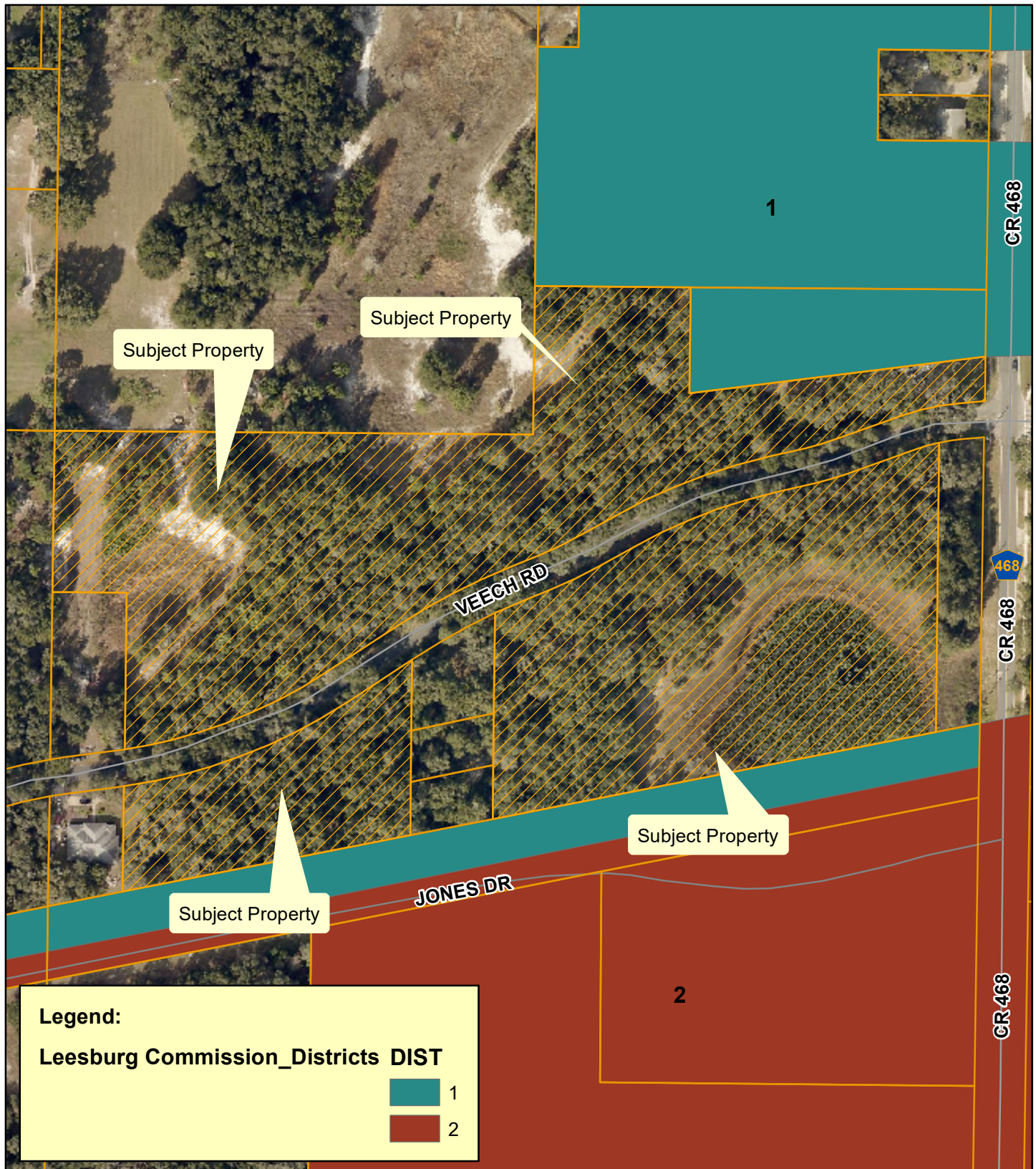


**Planning
& Zoning
Division**

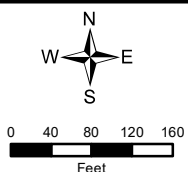


Homes in Partnership/CWC - Christian Preserve
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July 11, 2023

Commission Districts



Planning & Zoning Division

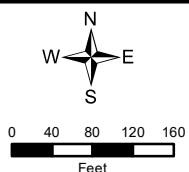


Homes in Partnership/CWC - Christian Preserve
ANNX-23-326; SSCP-23-327; SPUD-23-328
West of Co. Road 468, North of Jones Drive, off of Veech Road
Section 21, Township 19 South, Range 24 East
Alternate Key #: 1700256
July 11, 2023

Community Redevelopment Area



**Planning
& Zoning
Division**



Homes in Partnership/CWC - Christian Preserve
ANNX-23-326; SSCP-23-327; SPUD-23-328
West of Co. Road 468, North of Jones Drive, off of Veech Road
Section 21, Township 19 South, Range 24 East
Alternate Key #: 1700256
July 11, 2023

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.B.2.

Meeting Date: September 11, 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 12.5 +/- acres from Lake County Urban Medium Density to City of Leesburg Low Density Residential, for a property generally located west of County Road 468 and north of Jones Drive, lying in Section 21, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date. (Homes in Partnership/CWC)

Staff Recommendation:

The Planning & Zoning Staff and the Planning Commission recommend approval of the proposed small-scale comprehensive plan amendment of the City's Future Land Use Map on 12.5 +/- acres from Lake County Urban Medium Density to City of Leesburg Low Density Residential.

Analysis:

The project site is approximately 12.5 +/- acres. The property is generally located west of County Road 468 and north of Jones Drive. Currently, the property is undeveloped acreage. The proposal will allow for a single-family residential development. The existing land uses surrounding the property are residential, place of worship, multifamily residential, food processing, and vacant residential. The proposed zoning designation of City SPUD (Small Planned Unit Development) and R-2 (Medium Density Residential) will provide for development that is consistent with the City's adopted Growth Management Plan and would allow appropriate uses for the property.

This property lies within the ISBA (Interlocal Service Boundary Area) agreement. This agreement, which was approved by City Commission on November 24, 2014, allows property within the ISBA area but outside the current city limits to be annexed and obtain City of Leesburg utility services.

The Planning Commission held a public hearing on the application on August 23, 2023 and recommended approval.

Procurement Analysis:

N/A

Options:

1. Approve the requested small-scale comprehensive plan amendment from Lake County Urban Medium Density to Low Density 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 12.5 +/- ACRES FROM LAKE COUNTY URBAN MEDIUM DENSITY TO CITY OF LEESBURG LOW DENSITY RESIDENTIAL, FOR A PROPERTY GENERALLY LOCATED WEST OF COUNTY ROAD 468 AND NORTH OF JONES DRIVE, LYING IN SECTION 21, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (HOMES IN PARTNERSHIP/CWC)

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 12.5 +/- acres of land generally located west of County Road 468 and north of Jones Drive from Lake County Urban Medium Density to City of Leesburg Low Density Residential, as shown on the revised map of said area, lying in Section 21, Township 19 South, Range 24 East, Lake County Florida;

Section 2.

All ordinances or parts of ordinances in conflict the 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

ANNEXATION and SSCPA

LEGAL DESCRIPTION

THAT PART OF THE SOUTHWEST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ AND THE NORTHWEST $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$ OF SECTION 21, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGIN AT THE QUARTER SECTION CORNER ON THE WEST BOUNDARY OF THE SAID SECTION 21, RUN THENCE EAST TO THE SOUTHEAST CORNER OF THE SOUTHWEST $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF SAID SECTION 21, THENCE NORTH 198 FEET, THENCE EAST TO THE EAST BOUNDARY OF THE SOUTHWEST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF SAID SECTION 21, THENCE SOUTH TO THE NORTHERLY LINE OF THE RIGHT OF WAY OF THE SEABOARD COAST LINE RAILROAD, THENCE SOUTH 78 DEGREES 20; WEST TO THE WEST BOUNDARY OF SAID SECTION 21, THENCE NORTH TO THE POINT OF BEGINNING. LESS THE RIGHT OF WAY OF STATE ROAD NO. 468.

ALSO LESS:

BEGIN AT THE INTERSECTION OF THE NORTHERLY LINE OF THE RIGHT OF WAY OF THE SEABOARD COAST LINE RAILROAD WITH THE WEST LINE OF SAID SECTION 21, AND RUN EASTERLY ALONG THE NORTHERLY LINE OF SAID RIGHT OF WAY TO A POINT THAT IS 105 FEET EAST OF THE WEST LINE OF SAID SECTION 21, WHEN MEASURED AT RIGHT ANGLES THERETO, THENCE NORTH 420 FEET, THENCE WEST 105 FEET TO THE WEST LINE OF SAID SECTION 21, THENCE SOUTH ALONG THE WEST LINE OF SAID SECTION 21 TO THE POINT OF BEGINNING.

ALSO LESS:

THAT PART OF THE EAST 100 FEET OF THE NORTHWEST $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$ OF SECTION 21, TOWNSHIP 19 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA, LYING NORTH OF THE RIGHT OF WAY OF THE SEABOARD COAST LINE RAILROAD.

ALSO LESS:

BEGINNING AT A POINT LOCATED 745 FEET SOUTH 73 DEGREES 6' WEST OF A POINT OF WHICH IS 10 FEET SOUTH OF THE SOUTHEAST CORNER OF THE SOUTHWEST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 21, TOWNSHIP 19 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA, THENCE SOUTH 290 FEET TO THE NORTHERLY LINE OF THE RIGHT OF WAY OF THE SEABOARD COAST LINE RAILROAD, THENCE WESTERLY ALONG THE NORTHERLY LINE OF THE RIGHT OF WAY OF SAID RAILROAD 116 FEET, THENCE NORTH 285 FEET, THENCE IN A NORTHEASTERLY DIRECTION ALONG A STRAIGHT LINE TO THE POINT OF BEGINNING.

ALSO LESS:

BEGIN 198 FEET NORTH OF THE SOUTHEAST CORNER OF THE SOUTHWEST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 21, TOWNSHIP 19 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA, RUN THENCE WEST 445 FEET, THENCE SOUTH 146 FEET 2 INCHES, THENCE IN A NORTHEASTERLY DIRECTION ALONG A STRAIGHT LINE TO A POINT THAT IS 91 FEET 6 INCHES SOUTH OF THE POINT OF BEGINNING, THENCE NORTH TO THE POINT OF BEGINNING.

LESS AND EXCEPT:

BEGIN AT THE WEST QUARTER SECTION CORNER OF SECTION 21, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, THENCE RUN EAST 660 FEET, THENCE NORTH 198 FEET, THENCE EAST 215 FEET, THENCE SOUTH 146.17 FEET, THENCE EASTERLY TO A POINT 106.5 FEET NORTH OF THE SOUTHEAST CORNER OF THE SOUTHWEST ¼ OF THE NORTHWEST 1/4 , THENCE SOUTH 106.5 FEET, THENCE WEST 100 FEET, THENCE SOUTH TO THE NORTH BOUNDARY OF THE S.A.L. RAILROAD RIGHT OF WAY, THENCE SOUTH ALONG SAID RAILROAD RIGHT-OF-WAY 78 DEGREES 20' WEST TO A POINT 105 FEET EAST OF THE WEST LINE OF THE SAID SECTION, THENCE NORTH 420 FEET, THENCE WEST 105 FEET, THENCE NORTH TO THE POINT OF BEGINNING – LESS BEGIN 10 FEET SOUTH AND SOUTH 73 DEGREES 6' WEST 745 FEET FROM THE NORTHEAST CORNER OF THE NORTHWEST ¼ OF THE SOUTHWEST ¼, RUN SOUTH 290 FEET TO THE S.A.L. RAILROAD RIGHT OF WAY, THENCE WESTERLY ALONG SAID RAILROAD RIGHT OF WAY 116 FEET, THENCE NORTH 285 FEET, THENCE NORTHEASTERLY 116 FEET TO THE POINT OF BEGINNING AND LESS HIGHWAY 468.

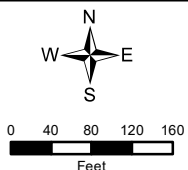
LYING WITHIN THE FOLLOWING DESCRIBED CENTERLINE A DISTANCE OF 25 FEET EACH SIDE (50 FEET TOTAL WIDTH):

COMMENCE AT THE EAST ¼ CORNER OF SECTION 20, TOWNSHIP 19, RANGE 24, THENCE RUN SOUTH 00 DEGREES 20' 42" WEST FOR 483.58 FEET ALONG SAID SECTION LINE TO A POINT OF BEGINNING, RUN NORTH 79 DEGREES 32' 20" EAST FOR 113.64 FEET TO A CURVE TO THE LEFT HAVING A RAIDUS OF 715 FEET, RUN ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 15 DEGREES 17' 16" A DISTANCE OF 178.30 FEET TO END OF SAID CURVE, RUN NORTH 65 DEGREES 15' 04" EAST FOR 6.36 FEET TO A CURVE TO THE LEFT HAVING A RADIUS OF 1300 FEET, RUN ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 7 DEGREES 23' 49" A DISTANCE OF 167.83 FEET TO END OF SAID CURVE, RUN NORTH 57 DEGREES 51' 15" EAST FOR 51.48 FEET TO A CURVE TO THE RIGHT HAVING A RADIUS OF 1300 FEET, RUN ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 7 DEGREES 23' 49" A DISTANCE OF 167.83 FEET TO END OF SAID CURVE, RUN NORTH 57 DEGREES 51' 15" EAST FOR 51.48 FEET TO A CURVE TO THE RIGHT HAVING A RADIUS OF 1300 FEET, RUN ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 7 DEGREES 05' 51" A DISTANCE OF 161.04 FEET TO END OF SAID CURVE, RUN NORTH 64 DEGREES 57' 06" EAST FOR 57.99 FEET TO A CURVE OT HE LEFT HAVING A RADIUS OF 1700 FEET, RUN ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 5 DEGREES 27' 33" A DISTANCE OF 161.98 FEET TO END OF SAID CURVE, RUN NORTH 59 DEGREES 29' 33" EAST FOR 5.98 FEET TO A CURVE TO THE RIGHT HAVING A RADIUS OF 564.78 FEET, RUN ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 19 DEGREES 29' 27" A DISTANCE OF 191.95 FEET TO END OF SAID CURVE, RUN NORTH 78 DEGREES 59' 00" EAST FOR 8469; THENCE RUN NORTH 66 DEGREES 25' 02" EAST FOR 149.76 FEET, THENCE RUN SOUTH 89 DEGREES 58' 40" EAST FOR 68.03 FEET. RETURN TO POINT OF BEGINNING, RUN SOUTH 79 DEGREES 32' 20" WEST FOR 31.70 FEET TO A CURVE TO THE LEFT HAVING A RADIUS OF 514.98 FEET, RUN ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 25 DEGREES 36' 52" A DISTANCE OF 230.22 FEET TO END OF SAID CURVE, RUN SOUTH 53 DEGREES 55' 28" WEST FOR 90.16 FEET TO A CURVE TO THE RIGHT HAVING A RADIUS OF 322.68 FEET, RUN ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 41 DEGREES 34' 47" A DISTANCE OF 234.17 FEET TO END OF SAID CURVE, RUN TO A CURVE TO THE LEFT HAVING A RADIUS OF 424.50 FEET, RUN ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 34 DEGREES 13' 28" A DISTANCE OF 253.57 FEET TO END OF SAID CURVE, RUN SOUTH 61 DEGREES 16' 47" WEST FOR 246.98 FEET TO A CURVE TO THE RIGHT HAVING A RADIUS OF 424.50 FEET, RUN ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 17 DEGREES 07' 58" A DISTANCE OF 126.94 FEET TO END OF SAID CURVE, RUN SOUTH 78 DEGREES 24' 45" WEST FOR 75 FEET.

City of Leesburg Future Land Use

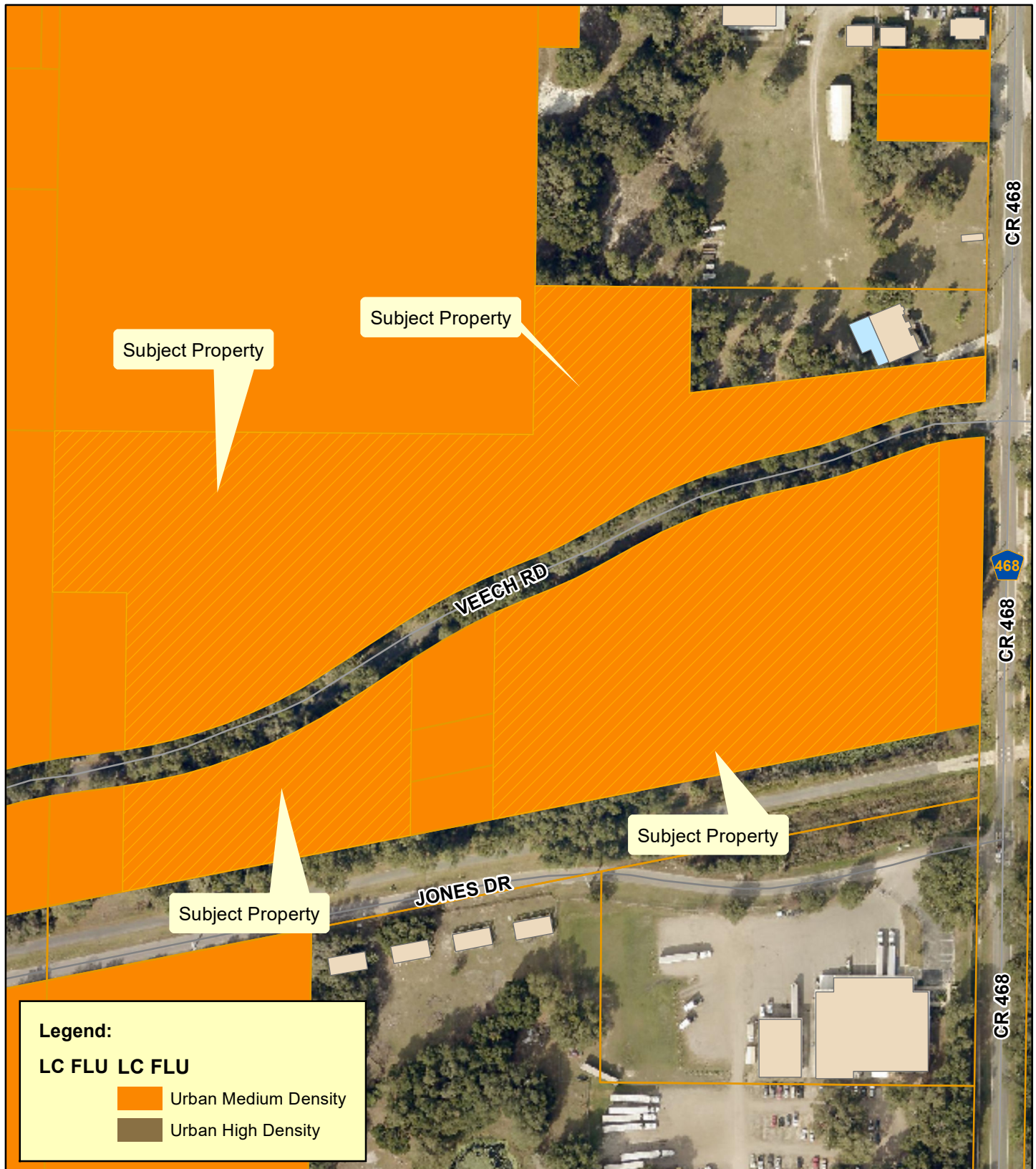


**Planning
& Zoning
Division**

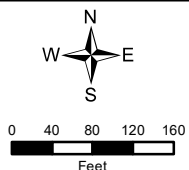


Homes in Partnership/CWC - Christian Preserve
 ANN-23-326; SSCP-23-327; SPUD-23-328
 West of Co. Road 468, North of Jones Drive, off of Veech Road
 Section 21, Township 19 South, Range 24 East
 Alternate Key #: 1700256
 July 11, 2023

Lake County Future Land Use



**Planning
& Zoning
Division**

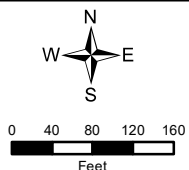


Homes in Partnership/CWC - Christian Preserve
ANNX-23-326; SSCP-23-327; SPUD-23-328
West of Co. Road 468, North of Jones Drive, off of Veech Road
Section 21, Township 19 South, Range 24 East
Alternate Key #: 1700256
July 11, 2023

PROPOSED Future Land Use



**Planning
& Zoning
Division**

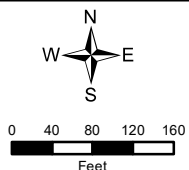


Homes in Partnership/CWC - Christian Preserve
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Surrounding Land Uses

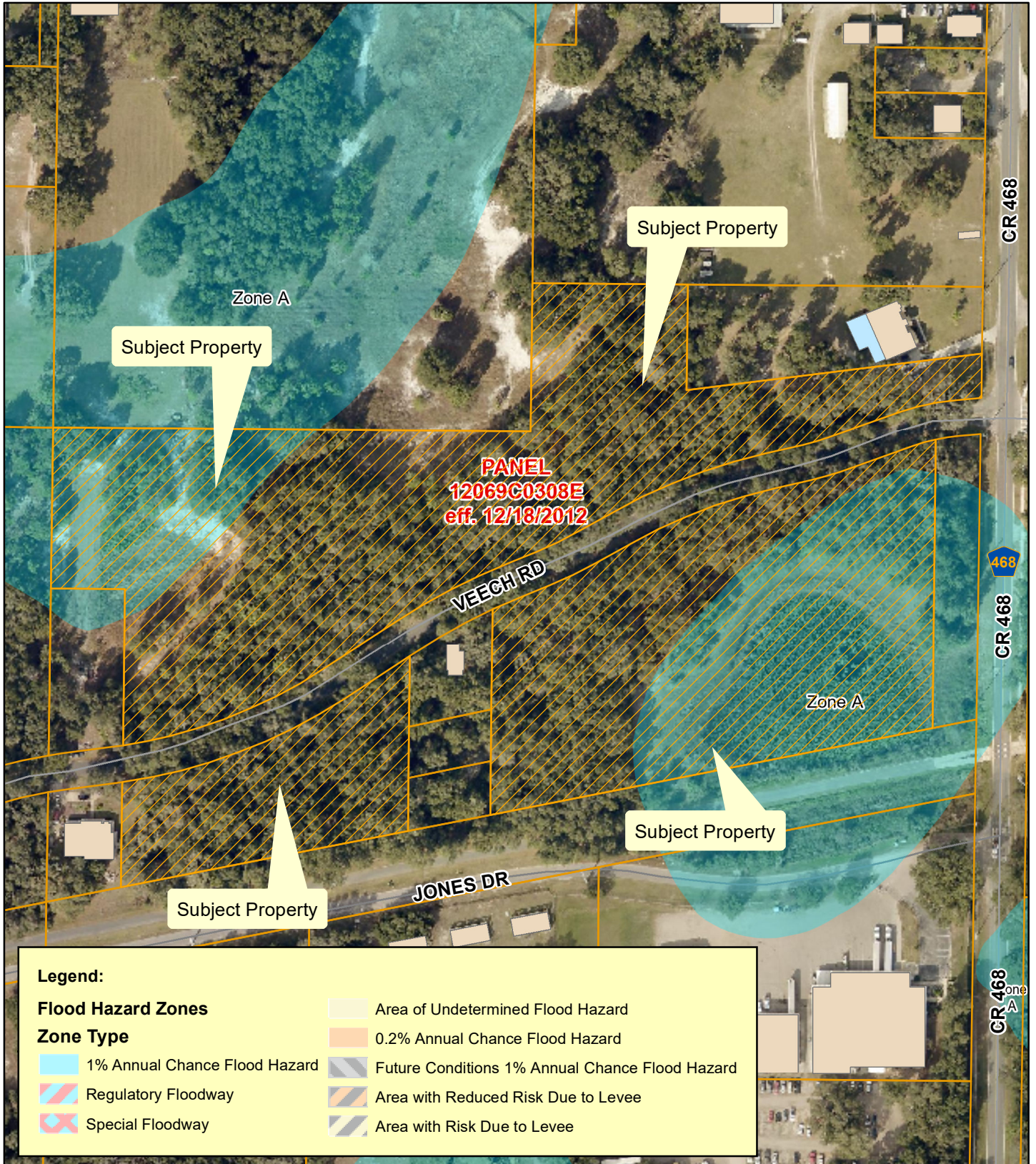


**Planning
& Zoning
Division**

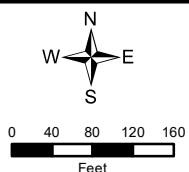


Homes in Partnership/CWC - Christian Preserve
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 West of Co. Road 468, North of Jones Drive, off of Veech Road
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 July 11, 2023

Flood

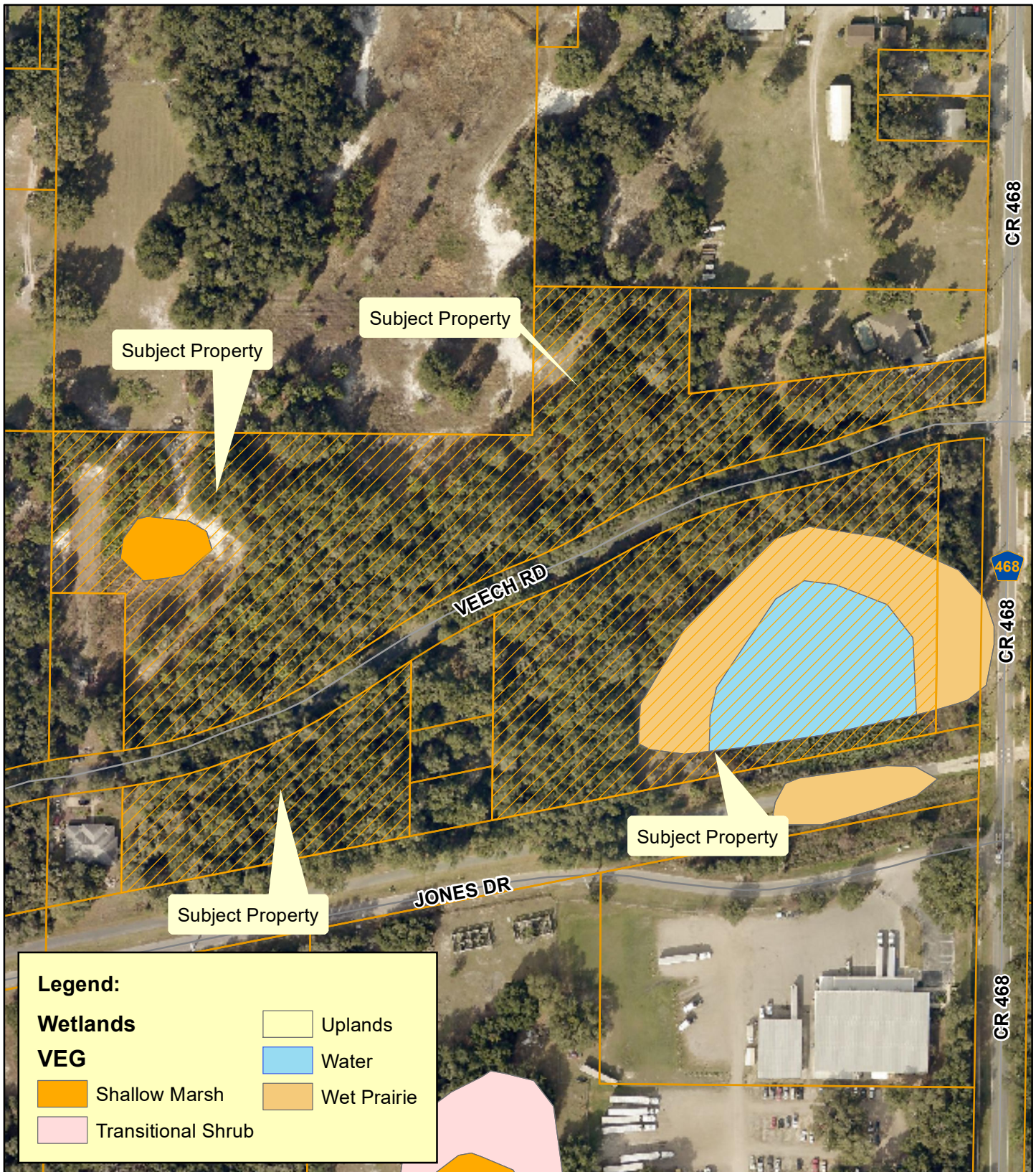


**Planning
& Zoning
Division**

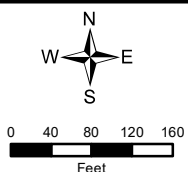


Homes in Partnership/CWC - Christian Preserve
 ANNX-23-326; SSCP-23-327; SPUD-23-328
 West of Co. Road 468, North of Jones Drive, off of Veech Road
 Section 21, Township 19 South, Range 24 East
 Alternate Key #: 1700256
 July 11, 2023

Wetlands



**Planning
& Zoning
Division**



Homes in Partnership/CWC - Christian Preserve
 ANN-23-326; SSCP-23-327; SPUD-23-328
 West of Co. Road 468, North of Jones Drive, off of Veech Road
 Section 21, Township 19 South, Range 24 East
 Alternate Key #: 1700256
 July 11, 2023



DRAFT SUMMARY MINUTES OF THE REGULAR MEETING
OF THE PLANNING COMMISSION
CITY COMMISSION CHAMBERS, CITY HALL
THURSDAY, AUGUST 24, 2023, 4:30 P.M.

The Planning Commission of the City of Leesburg held its regular meeting Thursday, August 24th, 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

The following Commission members were absent:

Rosalind Peebles-Johnson
Ken Simeone

City staff that was present included Dan Miller, Planning & Zoning Director, Kandi Harper, Senior Planner, Dianne Yekel, Senior Planner, Christine Rock, 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 JULY 20, 2023.

Commissioner Stewart Kaplan moved to APPROVE the minutes from the July 20, 2023 meeting. Commissioner Ze'Shieca Carter SECONDED the motion.

The roll call vote was:

Commissioner Marshall	Yes
Commissioner Kaplan	Yes
Commissioner O'Kelley	Yes
Commissioner Sanders	Yes
Chairman Sennett	Yes
Commissioner Bowersox	Yes
Commissioner Carter	Yes

Seven yeas, no nays, the Planning Commission approved the minutes from the July 20, 2023 meeting.

NEW BUSINESS

1) PUBLIC HEARING CASE # SSCP-23-327 – HOMES IN PARTNERSHIP/CWC – SMALL SCALE COMPREHENSIVE PLAN

AN ORDINANCE AMENDING THE COMPREHENSIVE PLAN OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE FUTURE LAND USE DESIGNATION OF CERTAIN PROPERTY CONTAINING APPROXIMATELY 12.5 +/- ACRES FROM LAKE COUNTY URBAN MEDIUM DENSITY TO CITY OF LEESBURG LOW DENSITY RESIDENTIAL, FOR A PROPERTY GENERALLY LOCATED WEST OF COUNTY ROAD 468 AND NORTH OF JONES DRIVE, AS LEGALLY DESCRIBED IN SECTION 21, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. **(CITY COMMISSION DATES ARE TENTATIVELY SCHEDULED FOR FIRST READING ON MONDAY, SEPTEMBER 11TH, 2023 AND SECOND READING IS TENTATIVELY SCHEDULED FOR MONDAY, OCTOBER 23RD, 2023)** (Homes in Partnership/CWC)

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 # SSCP-23-327 – *HOMES IN PARTNERSHIP/CWC – SMALL SCALE COMPREHENSIVE PLAN* and case number # SPUD-23-328 – *HOMES IN PARTNERSHIP/CWC – SMALL 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 this request is to annex into the City, with the accompanying small-scale comp plan and rezoning for this property which is generally located west of County Road 468 and north and south of Veech Road. It is a proposal for 25 single-family residences on approximately 11.7 +/- acres, for a density of 2.2 units/acre.

Planner Melissa Medders 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 School Board indicated that a concurrency review would not be required. For Public responses, we received two written responses for approval.

Mr. Miller also highlighted some of the PUD stating that the PUD is for SFR only, with 60-foot lots widths (60x120) for 7,200 sf per lot. The minimum house size is 1,500 sf with a maximum of 2 stories. There will be requirements for architectural standards and dark sky lighting. The wetlands will be protected with 25-foot buffers. There will be trees required in the front and back yards. The PUD also requires fencing in either a 4-foot split rail or 6-foot vinyl. Access points will be from Veech Road. And a separate recreational area of 5,000 sf is required.

The Planning & Zoning staff recommended the approval of the request for the following reasons:

1. This project meets the requirements of Chapter 163.3187 Florida Statutes, for Small Scale Comprehensive Plan Amendments.
2. The proposed request for a Small-Scale Comprehensive Plan amendment is compatible with the adjacent future land use designations of Lake County Urban Medium Density, Lake County Urban High Density, and City of Leesburg Low Density Residential.
3. The proposed request under Case Number SPUD-23-328, is compatible with the current surrounding zoning districts of Lake County RP (Residential Professional), R-6 (Urban Residential District), and R-7 (Mixed Residential District) and the City of Leesburg R-2 (Medium Density Residential), P (Public), and M-1 (Industrial).
4. The proposed future land use designation for the site is consistent with the City's Growth Management Plan, Future Land Use Element, Goal I, Objective 1.6.

Action Requested:

1. Vote to **approve** staff's recommendation to change the future land use of the subject property from Lake County Urban Medium Density to the City of Leesburg Low Density Residential and forward this recommendation to the City Commission for consideration.

Mike Rankin, owner of Land Planning Group in Mount Dora, Florida, stated, regarding public perception, that this is an opportunity to demonstrate quality housing throughout Leesburg and not just in presumed areas like 27 and 44. Mr. Rankin said that the only consideration they would ask for is under Land Use, where it says "construction office not to exceed two years" to change that to three years instead.

Dan Miller stated that the overall size of the property is 11.7 acres. There is one acre on the eastern portion in R-2 (Medium Density Residential) zoning, not impacted by the PUD. The ordinance will show two zonings, one for the R-2 zoning and the rest for the SPUD.

Michael Simmons, of 2005 Veech Road, has been in the area for 20 years. He would like to buy one lot and ask to put a privacy fence up for privacy and security reasons. Mr. Miller said that if we could make a recommendation tonight and then have Mr. Simmons discuss with the owner about buying a lot. If not, then Mr. Simmons will still be able to put a fence up on his property. There is also a fence required in the PUD conditions that would be adjacent to Mr. Simmons property.

Pastor John Christian, the property owner, stated that this is a great indication of what Leesburg could become. Pastor Christian said that he lives right across the street from this property. He always loved this property because of the canopy of trees that goes over Veech Road. With 24 new homeowners, it will irradiate a lot of the trash, the gun violence, and the speeding, all of this will be eliminated. The fence will eliminate any concerns about privacy.

Commissioner Ze'Shieca Carter asked if the lots are going to be facing the road. Mr. Miller stated that they would.

Commissioner Frazier Marshall said that he would like to thank staff for the bigger lot sizes.

Commissioner Ted Bowersox asked how many curb cuts would there be. Mr. Miller said possibly thirty-five, but we would need to contact Lake County. Having the lots facing the roadway would have a slowing effect on the street, but we really won't know until the houses are built.

This was the end of the discussion and the voting then took place.

Commissioner Nathaniel Sanders made a motion to APPROVE case # SSCP-23-327 – HOMES IN PARTNERSHIP/CWC – SMALL SCALE COMPREHENSIVE PLAN. Commissioner Ze'Shieca Carter SECONDED the motion.

The roll call vote was:

Commissioner Bowersox	Yes
Commissioner Carter	Yes
Commissioner Kaplan	Yes
Commissioner O'Kelley	Yes
Commissioner Sanders	Yes
Chairman Sennett	Yes
Commissioner Marshall	Yes

Seven yeas, no nays, the Planning Commission approved case # SSCP-23-327 – HOMES IN PARTNERSHIP/CWC – SMALL SCALE COMPREHENSIVE PLAN.

Chairman Sennett called for a vote on the second case.

2) PUBLIC HEARING CASE # SPUD-23-328 – HOMES IN PARTNERSHIP/CWC – SMALL PLANNED UNIT DEVELOPMENT

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE ZONING OF APPROXIMATELY 12.5 +/- ACRES FROM LAKE COUNTY RP (RESIDENTIAL PROFESSIONAL) TO CITY OF LEESBURG SPUD (SMALL PLANNED UNIT DEVELOPMENT) AND R-2 (MEDIUM DENSITY RESIDENTIAL), FOR A PROPERTY GENERALLY LOCATED WEST OF COUNTY ROAD 468 AND NORTH OF JONES DRIVE, AS LEGALLY DESCRIBED IN SECTION 21, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. **(CITY COMMISSION DATES ARE TENTATIVELY SCHEDULED FOR FIRST READING ON MONDAY, SEPTEMBER 11TH, 2023 AND SECOND READING IS TENTATIVELY SCHEDULED FOR MONDAY, OCTOBER**

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 request for a SPUD (Small Planned Unit Development) and R-2 (Medium Density Residential) zoning is compatible with the current surrounding zoning districts of Lake County RP (Residential Professional), R-6 (Urban Residential District), and R-7 (Mixed Residential District) and the City of Leesburg R-2 (Medium Density Residential), P (Public), and M-1 (Industrial).
2. The proposed Future Land Use designation of City of Leesburg Low Density Residential is compatible with adjacent properties having Future Land Use designations of Low Density Residential, Medium Density Residential, and Industrial and with properties in Lake County having a future land use designations of Urban Medium Density and Urban High Density.
3. The site is located near existing city utilities which are available at County Road 468.
4. The proposed zoning designation for the site is consistent with the City's Growth Management Plan, Future Land Use Element, Goal I, Objective 1.6.

Action Requested:

1. Vote to **approve** the proposed rezoning from Lake County RP (Residential Professional) to City of Leesburg SPUD (Small Planned Unit Development) and R-2 (Medium Density Residential) and forward this recommendation to the City Commission for consideration.

Commissioner Nathaniel Sanders made a motion to APPROVE case # SPUD-23-328 – HOMES IN PARTNERSHIP/CWC – SMALL PLANNED UNIT DEVELOPMENT with the amendment. Commissioner Ze'Shieca Carter SECONDED the motion.

The roll call vote was:

Commissioner O'Kelley	Yes
Commissioner Marshall	Yes
Chairman Sennett	Yes
Commissioner Kaplan	Yes
Commissioner Bowersox	Yes
Commissioner Carter	Yes
Commissioner Sanders	Yes

Seven yeas, no nays, the Planning Commission approved case # SPUD-23-328 – HOMES IN PARTNERSHIP/CWC – SMALL PLANNED UNIT DEVELOPMENT.

DISCUSSION ITEM

There will be three seats coming up for renewal, Rosalind Peebles-Johnson, Ken Simeone, and Tim Sennett. These terms will expire on September 30, 2023. The City Clerk will be advertising to see if there is anyone else that wants to apply. In September, all of the applications will be taken to City Commission, and then City Commission makes the final decision. At the time, the three commissioners will be contacted and asked to attend the City Commission meeting.

ANNOUNCEMENTS

The next scheduled meeting date is September 21, 2023.

The meeting adjourned at 5:02pm

Tim Sennett, Chairperson

Dianne Yekel, Senior Planner

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.B.3.

Meeting Date: September 11, 2023

From: Dan Miller, (Planning and Zoning Director), Melissa Medders, (Senior Planner)

Subject: An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 12.5 +/- acres from Lake County RP (Residential Professional) to City of Leesburg SPUD (Small Planned Unit Development) and R-2 (Medium Density Residential) to allow for single family development for a property generally located west of County Road 468 and north of Jones Drive, lying in Section 21, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date. (Homes in Partnership/CWC)

Staff Recommendation:

Planning and Zoning Staff and Planning Commission recommend approval of the request to rezone the subject property from Lake County RP (Residential Professional) to City of Leesburg SPUD (Small Planned Unit Development) and R-2 (Medium Density Residential) to allow for single-family development.

Analysis:

The project site is approximately 12.5 +/- acres, and is generally located west of County Road 468 and north of Jones Drive as shown on the attached maps. At this time, the property is undeveloped acreage. The proposal will allow for single family residential. The existing land uses surrounding the property are residential, a place of worship, multifamily residential, food processing, and vacant residential. City of Leesburg utilities are available nearby.

The Planning Commission held a public hearing on the application on August 24, 2023 and recommended approval.

Procurement Analysis:

N/A

Options:

1. Approve the proposed rezoning to SPUD (Small Planned Unit Development) and R-2 (Medium Density 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 OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE ZONING ON APPROXIMATELY 12.5 +/- ACRES FROM LAKE COUNTY RP (RESIDENTIAL PROFESSIONAL) TO CITY OF LEESBURG SPUD (SMALL PLANNED UNIT DEVELOPMENT) AND R-2 (MEDIUM DENSITY RESIDENTIAL) TO ALLOW FOR SINGLE FAMILY DEVELOPMENT FOR A PROPERTY GENERALLY LOCATED WEST OF COUNTY ROAD 468 AND NORTH OF JONES DRIVE, LYING IN SECTION 21, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (HOMES IN PARTNERSHIP/CWC)

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

Section 1.

Based upon the petition of Michael Rankin, (LPG Urban & Regional Planners, LLC, Agent) and Kenneth Goodwin (Homes in Partnership, Inc., Petitioner) for the Christian Worship Center of Central Florida, Inc. 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 RP (Residential Professional) to City of Leesburg SPUD (Small Planned Unit Development) and R-2 (Medium Density Residential), 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 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

CHRISTIAN PRESERVE
SPUD (SMALL PLANNED UNIT DEVELOPMENT)
Conditions of Development Agreement
August 24, 2023

These Planned Unit Development Conditions for a SPUD (Small Planned Unit Development) zoning district are granted by the City of Leesburg Planning Commission, Lake County, Florida to **Homes in Partnership, Inc., Kenneth Goodwin, 1140 South Grove Street, Eustis, Florida, 32726 “Permittee” (LPG Urban & Regional Planners, LLC, 1162 Camp Ave., Mt. Dora, Florida, 32757 Michael Rankin, - 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 Small Planned Unit Development (SPUD) zoning district to allow future construction of a proposed residential development consisting of approximately 11.8 acres containing a maximum of 25 detached single-family residential units at a density of 2.2 units per acre, and being generally located west of County Road 468 and north and south of Veech Road, on a site within the City of Leesburg in accordance with their SPUD application and supplemental information. *Note: As a part of, and under the overall zoning ordinance for this property, in an area lying outside these SPUD zoning conditions, the eastern 1.0 +/-acre, lying north of Veech Road and west of CR 468, of the total subject property shall be zoned R-2 (Medium Density residential) as shown on Exhibit B-2, Legal Description.*

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 **Homes in Partnership, Inc., Kenneth Goodwin, 1140 South Grove Street, Eustis, Florida, 32726 “Permittee” (LPG Urban & Regional Planners, LLC, 1162 Camp Ave., Mt. Dora, Florida, 32757 Michael Rankin, - Agent)** to construct, operate, and maintain a Small 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 11.8 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. 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. Townhouses (single family attached units)
2. Duplex/Triplex
3. Multi-family units (Apartments)
4. Commercial uses
5. Industrial Uses
6. All other uses not specifically permitted within these conditions under Permitted Uses above shall be prohibited.

4. DEVELOPMENT STANDARDS

A. The project shall contain a maximum of 25 detached single-family residential units, at a gross density not to exceed 2.2 units per acre on the approximately 11.8-acre site, as shown on **Exhibit C, Conceptual Development Plan.**

B. A mix of lot sizes is permitted as long as all lots are 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:

- a. Minimum lot width of sixty (60) feet.
- b. Minimum lot depth 120 feet
- c. Minimum lot size shall be 7,200 square feet.
- d. Minimum house size: 1,500 square feet.
- e. Each additional bedroom to the above the minimum house size shall be a minimum of 120 square feet.
- f. Minimum building setbacks:

Front – 30 feet;
Porch – 24 feet (porch must be a minimum width of 6 feet).
Rear – 18 feet;
Side – 7.5 feet;
Corner Side – 15 feet.

2. For all structures:

- a. Each residential structure shall have a minimum two car garage.
- b. Minimum distance between structures shall be as noted in in Section B *Development Standards* contained herein; as measured from building wall to building wall.
- c. Roof overhang shall not exceed forty (40) percent of the distance between the building wall and the property line.
- d. Maximum building height: two (2) stories or 35 feet.
- e. 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.
- f. 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.
- g. Solid roof structures attached to the residence must meet the required rear setback as noted under “Minimum building setbacks.”
- h. 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 Manager 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 Director or designee.
- D. The architectural styles and facades shown in **Exhibit D, Building Elevations** herein are considered conceptual.
- 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**

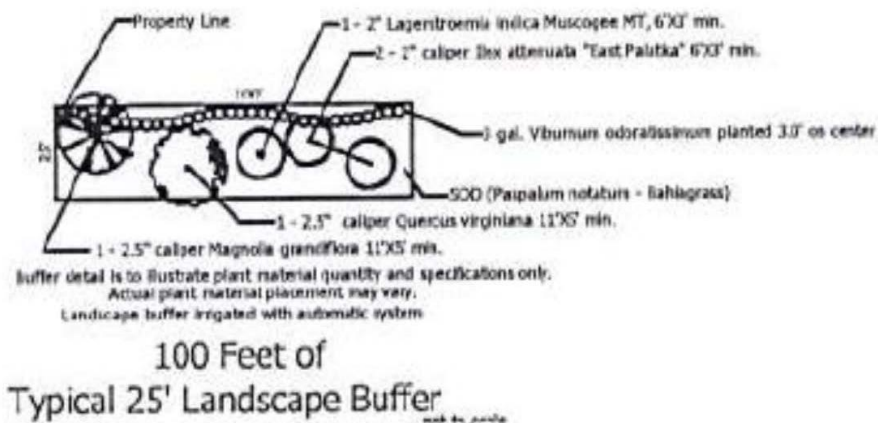
- A. A minimum of 35% open space shall be provided throughout the development. Open space may consist of buffers, wetlands retention and recreation areas.
- B. A minimum twenty-five (25) foot undisturbed buffer tract shall be provided along the northern and southern boundaries of the of the property, to include the western boundary of the property lying north of Veech Road. 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. An alternative buffer with plantings as shown in Figure A below, may be provided as an alternative to the undisturbed buffer above.

- 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 entire exterior perimeter 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 Director 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 access points on Veech Road, as legally prescribed by Lake County Public Works, and/or FDOT as applicable, and shown on the Master Development Plan - Exhibit C, as amended. All access points are conceptual and 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. All access points on Veech Road shall be 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 reviewed by Lake County Public Works.
 - 2. Prior to completion of the subdivision design plans, the developer shall work with the Lake County Department of Public Works to ensure all appropriate required roadway and access improvements for the development are made part of the plans submitted to the City of Leesburg.
 - 3. The Master Development Plan, and the access points proposed thereon, are considered conceptual until the appropriate engineering and site plan reviews, along with any required upgrades are completed for the project.
- C. All access points 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. The applicant/developer may choose to 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 Manager or designee, where the architectural style would be in keeping with the intent of these sign regulations.
- F. Roadway interconnectivity shall be provided as shown on the Conceptual Site Plan – Exhibit C, as needed, to allow for connection points between this development and future development of adjacent properties.

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. Any required 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 Veech Road, and shall provide cross connections to all recreation and residential areas. Internal road rights-of-ways shall contain sidewalks on both sides of each street. All sidewalks shall be constructed in accordance with City of Leesburg Codes.

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 5,000 square feet.
- 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, picnic tables, a dog park area or gazebo, 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 completion 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.

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.

PUD

LEGAL DESCRIPTION

THAT PART OF THE SOUTHWEST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ AND THE NORTHWEST $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$ OF SECTION 21, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGIN AT THE QUARTER SECTION CORNER ON THE WEST BOUNDARY OF THE SAID SECTION 21, RUN THENCE EAST TO THE SOUTHEAST CORNER OF THE SOUTHWEST $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF SAID SECTION 21, THENCE NORTH 198 FEET, THENCE EAST TO THE EAST BOUNDARY OF THE SOUTHWEST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF SAID SECTION 21, THENCE SOUTH TO THE NORTHERLY LINE OF THE RIGHT OF WAY OF THE SEABOARD COAST LINE RAILROAD, THENCE SOUTH 78 DEGREES 20; WEST TO THE WEST BOUNDARY OF SAID SECTION 21, THENCE NORTH TO THE POINT OF BEGINNING. LESS THE RIGHT OF WAY OF STATE ROAD NO. 468.

ALSO LESS AND EXCEPT:

BEGIN AT THE INTERSECTION OF THE NORTHERLY LINE OF THE RIGHT OF WAY OF THE SEABOARD COAST LINE RAILROAD WITH THE WEST LINE OF SAID SECTION 21, AND RUN EASTERLY ALONG THE NORTHERLY LINE OF SAID RIGHT OF WAY TO A POINT THAT IS 105 FEET EAST OF THE WEST LINE OF SAID SECTION 21, WHEN MEASURED AT RIGHT ANGLES THERETO, THENCE NORTH 420 FEET, THENCE WEST 105 FEET TO THE WEST LINE OF SAID SECTION 21, THENCE SOUTH ALONG THE WEST LINE OF SAID SECTION 21 TO THE POINT OF BEGINNING.

ALSO LESS AND EXCEPT:

THAT PART OF THE EAST 100 FEET OF THE NORTHWEST $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$ OF SECTION 21, TOWNSHIP 19 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA, LYING NORTH OF THE RIGHT OF WAY OF THE SEABOARD COAST LINE RAILROAD.

ALSO LESS AND EXCEPT:

BEGINNING AT A POINT LOCATED 745 FEET SOUTH 73 DEGREES 6' WEST OF A POINT OF WHICH IS 10 FEET SOUTH OF THE SOUTHEAST CORNER OF THE SOUTHWEST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 21, TOWNSHIP 19 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA, THENCE SOUTH 290 FEET TO THE NORTHERLY LINE OF THE RIGHT OF WAY OF THE SEABOARD COAST LINE RAILROAD, THENCE WESTERLY ALONG THE NORTHERLY LINE OF THE RIGHT OF WAY OF SAID RAILROAD 116 FEET, THENCE NORTH 285 FEET, THENCE IN A NORTHEASTERLY DIRECTION ALONG A STRAIGHT LINE TO THE POINT OF BEGINNING.

ALSO LESS AND EXCEPT:

BEGIN 198 FEET NORTH OF THE SOUTHEAST CORNER OF THE SOUTHWEST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 21, TOWNSHIP 19 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA, RUN THENCE WEST 445 FEET, THENCE SOUTH 146 FEET 2 INCHES, THENCE IN A NORTHEASTERLY DIRECTION ALONG A STRAIGHT LINE TO A POINT THAT IS 91 FEET 6 INCHES SOUTH OF THE POINT OF BEGINNING, THENCE NORTH TO THE POINT OF BEGINNING.

ALSO LESS AND EXCEPT:

BEGIN AT THE WEST QUARTER SECTION CORNER OF SECTION 21, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, THENCE RUN EAST 660 FEET, THENCE NORTH 198 FEET, THENCE EAST 215 FEET, THENCE SOUTH 146.17 FEET, THENCE EASTERLY TO A POINT 106.5 FEET NORTH OF THE SOUTHEAST CORNER OF THE SOUTHWEST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$, THENCE SOUTH 106.5 FEET, THENCE WEST 100 FEET, THENCE SOUTH TO THE NORTH BOUNDARY OF THE S.A.L. RAILROAD RIGHT OF WAY, THENCE SOUTH ALONG SAID RAILROAD RIGHT-OF-WAY 78 DEGREES 20' WEST TO A POINT 105 FEET EAST OF THE WEST LINE OF THE SAID SECTION, THENCE NORTH 420 FEET, THENCE WEST 105 FEET, THENCE NORTH TO THE POINT OF BEGINNING – LESS BEGIN 10 FEET SOUTH AND SOUTH 73 DEGREES 6' WEST 745 FEET FROM THE NORTHEAST CORNER OF THE NORTHWEST $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$, RUN SOUTH 290 FEET TO THE S.A.L. RAILROAD RIGHT OF WAY, THENCE WESTERLY ALONG SAID RAILROAD RIGHT OF WAY 116 FEET, THENCE NORTH 285 FEET, THENCE NORTHEASTERLY 116 FEET TO THE POINT OF BEGINNING AND LESS HIGHWAY 468.

ALSO LESS:

COMMENCE AT THE SOUTHEAST CORNER OF THE SW $\frac{1}{4}$ OF THE NW $\frac{1}{4}$ OF SECTION 21, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; THENCE WEST TO THE WEST RIGHT OF WAY LINE OF COUNTY HIGHWAY 468; THENCE NORTHERLY ALONG SAID WEST RIGHT OF WAY LINE 102.12 FEET TO A 4" ROUND CONCRETE MONUMENT (NO I.D.) AND FOR THE POINT OF BEGINNING. FROM SAID POINT OF BEGINNING, THENCE S 82°43'58" W 411.36 FEET TO A 4" ROUND CONCRETE MONUMENT (NO I.D.); THENCE SOUTH 112.58 FEET TO A NON-TANGENT POINT ON THE NORTH RIGHT OF WAY CURVE OF VEECH ROAD (50' WIDE); SAID CURVE BEING CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 589.78 FEET; THENCE NORTHEASTERLY ALONG ARC OF SAID CURVE 119.26 FEET (HAVING A CHORD BEARING AND DISTANCE OF N 73°11'26" EAST 119.05 FEET; THENCE N 78°59'00" EAST 81.94 FEET; THENCE N 66°25'02" EAST 152.23 FEET; THENCE S 89°58'31" EAST 73.57 FEET TO AN INTERSECTION WITH THE WEST RIGHT OF WAY LINE OF COUNTY HIGHWAY 468; THENCE N 00°07'19" EAST, ALONG SAID WEST RIGHT OF WAY, 51.68 FEET TO THE POINT OF BEGINNING. CONTAINING 0.714 $\pm$ ACRE.

LYING WITHIN THE FOLLOWING DESCRIBED CENTERLINE A DISTANCE OF 25 FEET EACH SIDE (50 FEET TOTAL WIDTH):

COMMENCE AT THE EAST $\frac{1}{4}$ CORNER OF SECTION 20, TOWNSHIP 19, RANGE 24, THENCE RUN SOUTH 00 DEGREES 20' 42" WEST FOR 483.58 FEET ALONG SAID SECTION LINE TO A POINT OF BEGINNING, RUN NORTH 79 DEGREES 32' 20" EAST FOR 113.64 FEET TO A CURVE TO THE LEFT HAVING A RADIUS OF 715 FEET, RUN ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 15 DEGREES 17' 16" A DISTANCE OF 178.30 FEET TO END OF SAID CURVE, RUN NORTH 65 DEGREES 15' 04" EAST FOR 6.36 FEET TO A CURVE TO THE LEFT HAVING A RADIUS OF 1300 FEET, RUN ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 7 DEGREES 23' 49" A DISTANCE OF 167.83 FEET TO END OF SAID CURVE, RUN NORTH 57 DEGREES 51' 15" EAST FOR 51.48 FEET TO A CURVE TO THE RIGHT HAVING A RADIUS OF 1300 FEET, RUN ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 7 DEGREES 23' 49" A DISTANCE OF 167.83 FEET TO END OF SAID CURVE, RUN NORTH 57 DEGREES 51' 15" EAST FOR 51.48 FEET TO A CURVE TO THE RIGHT HAVING A RADIUS OF 1300 FEET, RUN ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 7 DEGREES 05' 51" A DISTANCE OF 161.04 FEET TO END OF SAID CURVE, RUN NORTH 64 DEGREES 57' 06" EAST FOR 57.99 FEET TO A CURVE TO THE LEFT HAVING A RADIUS OF 1700 FEET, RUN ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 5 DEGREES 27' 33" A DISTANCE OF 161.98 FEET TO END OF SAID CURVE, RUN NORTH 59 DEGREES 29' 33" EAST FOR 5.98 FEET TO A CURVE TO THE RIGHT HAVING A RADIUS OF 564.78 FEET, RUN ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 19 DEGREES 29' 27" A DISTANCE OF 191.95 FEET TO END OF SAID CURVE, RUN NORTH 78 DEGREES 59' 00" EAST FOR 8469; THENCE RUN NORTH 66 DEGREES 25' 02" EAST FOR 149.76 FEET, THENCE RUN SOUTH 89 DEGREES 58' 40" EAST FOR 68.03 FEET. RETURN TO POINT OF BEGINNING, RUN SOUTH 79 DEGREES 32' 20" WEST FOR 31.70 FEET TO A CURVE TO THE LEFT HAVING A RADIUS OF 514.98 FEET, RUN ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 25 DEGREES 36' 52" A DISTANCE OF 230.22 FEET TO END OF SAID CURVE, RUN SOUTH 53 DEGREES 55' 28" WEST FOR 90.16 FEET TO A CURVE TO THE RIGHT HAVING A RADIUS OF 322.68 FEET, RUN ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 41 DEGREES 34' 47" A DISTANCE OF 234.17 FEET TO END OF SAID CURVE, RUN TO A CURVE TO THE LEFT HAVING A RADIUS OF 424.50 FEET, RUN ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 34 DEGREES 13' 28" A DISTANCE OF 253.57 FEET TO END OF SAID CURVE, RUN SOUTH 61 DEGREES 16' 47" WEST FOR 246.98 FEET TO A CURVE TO THE RIGHT HAVING A RADIUS OF 424.50 FEET, RUN ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 17 DEGREES 07' 58" A DISTANCE OF 126.94 FEET TO END OF SAID CURVE, RUN SOUTH 78 DEGREES 24' 45" WEST FOR 75 FEET.

**Proposed R-2
LEGAL DESCRIPTION**

Commence at the Southeast Corner of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 21, Township 19 South, Range 24 East, Lake County, Florida; Thence West to the West Right of Way line of County Highway 468; Thence Northerly along said West Right of Way Line 102.12 feet to a 4" Round Concrete Monument (No I.D.) and for the Point of Beginning. From Said Point of Beginning, Thence S 82°43'58" W 411.36 feet to a 4" Round Concrete Monument (No I.D.); Thence South 112.58 feet to a Non-Tangent Point on the North Right of Way Curve of Veech Road (50' wide); Said Curve being Concave Southeasterly having a Radius of 589.78 feet; Thence Northeasterly along Arc of Said Curve 119.26 feet (Having a Chord Bearing and Distance of N 73°11'26" East 119.05 feet; Thence N 78°59'00" East 81.94 feet; Thence N 66°25'02" East 152.23 feet; Thence S 89°58'31" East 73.57 feet to an Intersection with the West Right of Way Line of County Highway 468; Thence N 00°07'19" East, Along said West Right of Way, 51.68 feet to the Point of Beginning. Containing 0.714 $\pm$ acre.

(to be revised as needed to meet PUD standards)

CONCEPTUAL SITE PLAN



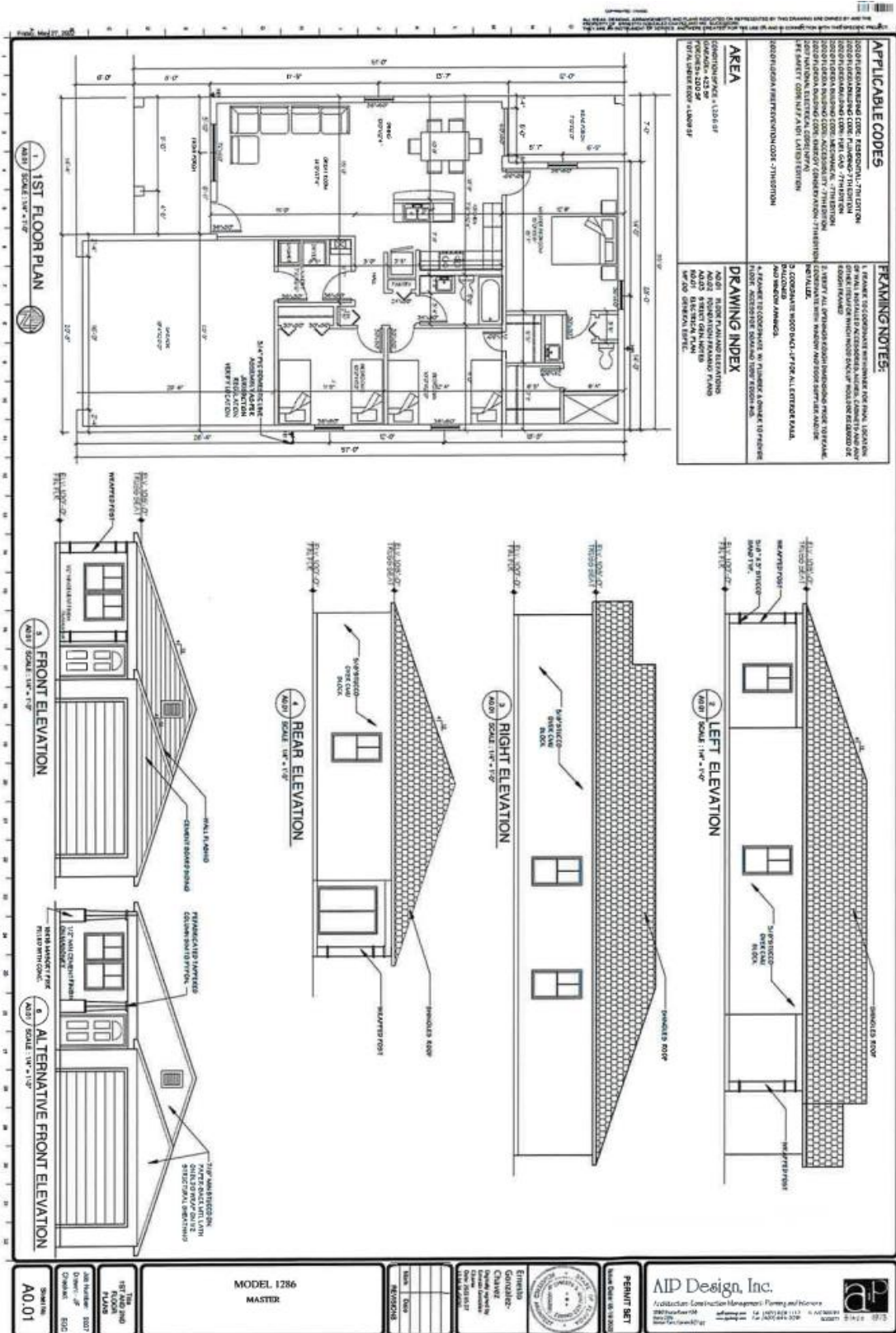


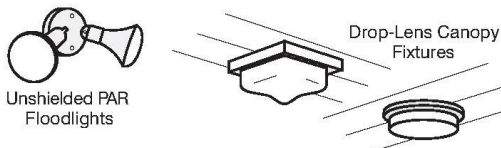
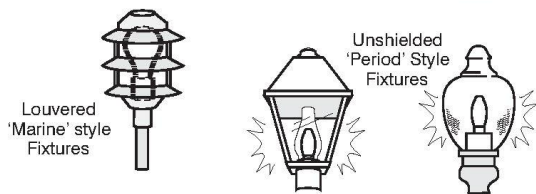
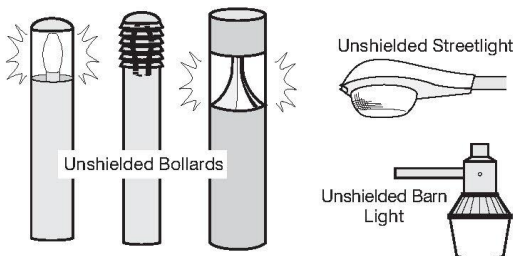
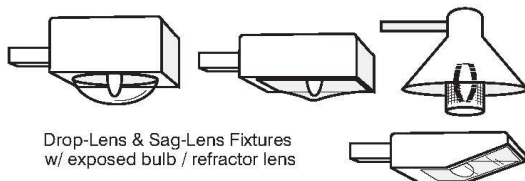
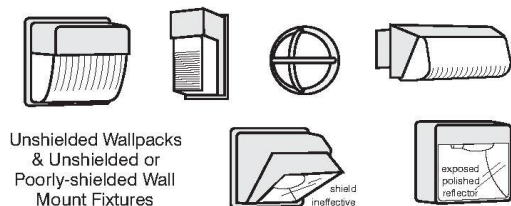
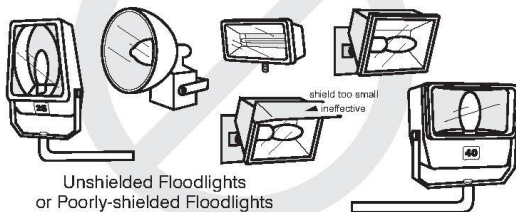
EXHIBIT E

DARK SKY LIGHTING (Acceptable designs)

Examples of Acceptable / Unacceptable Lighting Fixtures

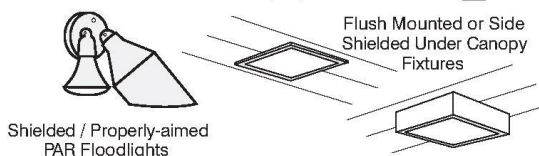
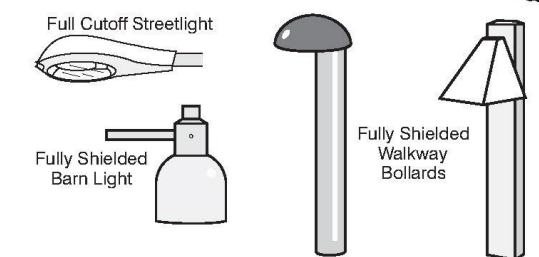
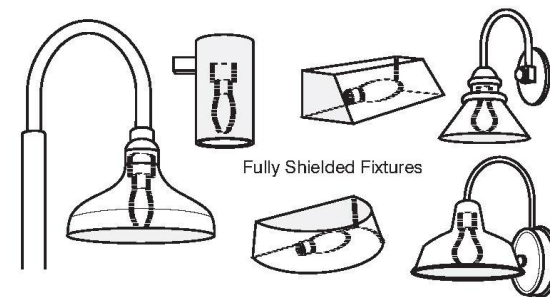
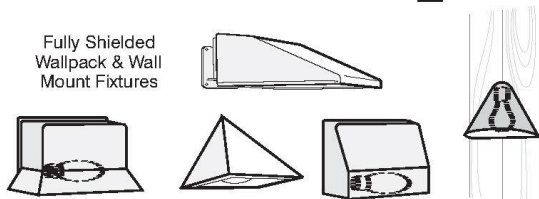
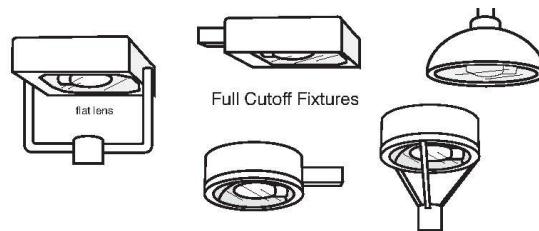
Unacceptable / Discouraged

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

PUD

LEGAL DESCRIPTION

THAT PART OF THE SOUTHWEST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ AND THE NORTHWEST $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$ OF SECTION 21, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGIN AT THE QUARTER SECTION CORNER ON THE WEST BOUNDARY OF THE SAID SECTION 21, RUN THENCE EAST TO THE SOUTHEAST CORNER OF THE SOUTHWEST $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF SAID SECTION 21, THENCE NORTH 198 FEET, THENCE EAST TO THE EAST BOUNDARY OF THE SOUTHWEST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF SAID SECTION 21, THENCE SOUTH TO THE NORTHERLY LINE OF THE RIGHT OF WAY OF THE SEABOARD COAST LINE RAILROAD, THENCE SOUTH 78 DEGREES 20; WEST TO THE WEST BOUNDARY OF SAID SECTION 21, THENCE NORTH TO THE POINT OF BEGINNING. LESS THE RIGHT OF WAY OF STATE ROAD NO. 468.

ALSO LESS AND EXCEPT:

BEGIN AT THE INTERSECTION OF THE NORTHERLY LINE OF THE RIGHT OF WAY OF THE SEABOARD COAST LINE RAILROAD WITH THE WEST LINE OF SAID SECTION 21, AND RUN EASTERLY ALONG THE NORTHERLY LINE OF SAID RIGHT OF WAY TO A POINT THAT IS 105 FEET EAST OF THE WEST LINE OF SAID SECTION 21, WHEN MEASURED AT RIGHT ANGLES THERETO, THENCE NORTH 420 FEET, THENCE WEST 105 FEET TO THE WEST LINE OF SAID SECTION 21, THENCE SOUTH ALONG THE WEST LINE OF SAID SECTION 21 TO THE POINT OF BEGINNING.

ALSO LESS AND EXCEPT:

THAT PART OF THE EAST 100 FEET OF THE NORTHWEST $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$ OF SECTION 21, TOWNSHIP 19 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA, LYING NORTH OF THE RIGHT OF WAY OF THE SEABOARD COAST LINE RAILROAD.

ALSO LESS AND EXCEPT:

BEGINNING AT A POINT LOCATED 745 FEET SOUTH 73 DEGREES 6' WEST OF A POINT OF WHICH IS 10 FEET SOUTH OF THE SOUTHEAST CORNER OF THE SOUTHWEST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 21, TOWNSHIP 19 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA, THENCE SOUTH 290 FEET TO THE NORTHERLY LINE OF THE RIGHT OF WAY OF THE SEABOARD COAST LINE RAILROAD, THENCE WESTERLY ALONG THE NORTHERLY LINE OF THE RIGHT OF WAY OF SAID RAILROAD 116 FEET, THENCE NORTH 285 FEET, THENCE IN A NORTHEASTERLY DIRECTION ALONG A STRAIGHT LINE TO THE POINT OF BEGINNING.

ALSO LESS AND EXCEPT:

BEGIN 198 FEET NORTH OF THE SOUTHEAST CORNER OF THE SOUTHWEST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 21, TOWNSHIP 19 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA, RUN THENCE WEST 445 FEET, THENCE SOUTH 146 FEET 2 INCHES, THENCE IN A NORTHEASTERLY DIRECTION ALONG A STRAIGHT LINE TO A POINT THAT IS 91 FEET 6 INCHES SOUTH OF THE POINT OF BEGINNING, THENCE NORTH TO THE POINT OF BEGINNING.

ALSO LESS AND EXCEPT:

BEGIN AT THE WEST QUARTER SECTION CORNER OF SECTION 21, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, THENCE RUN EAST 660 FEET, THENCE NORTH 198 FEET, THENCE EAST 215 FEET, THENCE SOUTH 146.17 FEET, THENCE EASTERLY TO A POINT 106.5 FEET NORTH OF THE SOUTHEAST CORNER OF THE SOUTHWEST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$, THENCE SOUTH 106.5 FEET, THENCE WEST 100 FEET, THENCE SOUTH TO THE NORTH BOUNDARY OF THE S.A.L. RAILROAD RIGHT OF WAY, THENCE SOUTH ALONG SAID RAILROAD RIGHT-OF-WAY 78 DEGREES 20' WEST TO A POINT 105 FEET EAST OF THE WEST LINE OF THE SAID SECTION, THENCE NORTH 420 FEET, THENCE WEST 105 FEET, THENCE NORTH TO THE POINT OF BEGINNING – LESS BEGIN 10 FEET SOUTH AND SOUTH 73 DEGREES 6' WEST 745 FEET FROM THE NORTHEAST CORNER OF THE NORTHWEST $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$, RUN SOUTH 290 FEET TO THE S.A.L. RAILROAD RIGHT OF WAY, THENCE WESTERLY ALONG SAID RAILROAD RIGHT OF WAY 116 FEET, THENCE NORTH 285 FEET, THENCE NORTHEASTERLY 116 FEET TO THE POINT OF BEGINNING AND LESS HIGHWAY 468.

ALSO LESS:

COMMENCE AT THE SOUTHEAST CORNER OF THE SW $\frac{1}{4}$ OF THE NW $\frac{1}{4}$ OF SECTION 21, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; THENCE WEST TO THE WEST RIGHT OF WAY LINE OF COUNTY HIGHWAY 468; THENCE NORTHERLY ALONG SAID WEST RIGHT OF WAY LINE 102.12 FEET TO A 4" ROUND CONCRETE MONUMENT (NO I.D.) AND FOR THE POINT OF BEGINNING. FROM SAID POINT OF BEGINNING, THENCE S 82°43'58" W 411.36 FEET TO A 4" ROUND CONCRETE MONUMENT (NO I.D.); THENCE SOUTH 112.58 FEET TO A NON-TANGENT POINT ON THE NORTH RIGHT OF WAY CURVE OF VEECH ROAD (50' WIDE); SAID CURVE BEING CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 589.78 FEET; THENCE NORTHEASTERLY ALONG ARC OF SAID CURVE 119.26 FEET (HAVING A CHORD BEARING AND DISTANCE OF N 73°11'26" EAST 119.05 FEET; THENCE N 78°59'00" EAST 81.94 FEET; THENCE N 66°25'02" EAST 152.23 FEET; THENCE S 89°58'31" EAST 73.57 FEET TO AN INTERSECTION WITH THE WEST RIGHT OF WAY LINE OF COUNTY HIGHWAY 468; THENCE N 00°07'19" EAST, ALONG SAID WEST RIGHT OF WAY, 51.68 FEET TO THE POINT OF BEGINNING. CONTAINING 0.714 $\pm$ ACRE.

LYING WITHIN THE FOLLOWING DESCRIBED CENTERLINE A DISTANCE OF 25 FEET EACH SIDE (50 FEET TOTAL WIDTH):

COMMENCE AT THE EAST $\frac{1}{4}$ CORNER OF SECTION 20, TOWNSHIP 19, RANGE 24, THENCE RUN SOUTH 00 DEGREES 20' 42" WEST FOR 483.58 FEET ALONG SAID SECTION LINE TO A POINT OF BEGINNING, RUN NORTH 79 DEGREES 32' 20" EAST FOR 113.64 FEET TO A CURVE TO THE LEFT HAVING A RADIUS OF 715 FEET, RUN ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 15 DEGREES 17' 16" A DISTANCE OF 178.30 FEET TO END OF SAID CURVE, RUN NORTH 65 DEGREES 15' 04" EAST FOR 6.36 FEET TO A CURVE TO THE LEFT HAVING A RADIUS OF 1300 FEET, RUN ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 7 DEGREES 23' 49" A DISTANCE OF 167.83 FEET TO END OF SAID CURVE, RUN NORTH 57 DEGREES 51' 15" EAST FOR 51.48 FEET TO A CURVE TO THE RIGHT HAVING A RADIUS OF 1300 FEET, RUN ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 7 DEGREES 23' 49" A DISTANCE OF 167.83 FEET TO END OF SAID CURVE, RUN NORTH 57 DEGREES 51' 15" EAST FOR 51.48 FEET TO A CURVE TO THE RIGHT HAVING A RADIUS OF 1300 FEET, RUN ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 7 DEGREES 05' 51" A DISTANCE OF 161.04 FEET TO END OF SAID CURVE, RUN NORTH 64 DEGREES 57' 06" EAST FOR 57.99 FEET TO A CURVE TO THE LEFT HAVING A RADIUS OF 1700 FEET, RUN ALONG SAID CURVE HAVING A

CENTRAL ANGLE OF 5 DEGREES 27' 33" A DISTANCE OF 161.98 FEET TO END OF SAID CURVE, RUN NORTH 59 DEGREES 29' 33" EAST FOR 5.98 FEET TO A CURVE TO THE RIGHT HAVING A RADIUS OF 564.78 FEET, RUN ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 19 DEGREES 29' 27" A DISTANCE OF 191.95 FEET TO END OF SAID CURVE, RUN NORTH 78 DEGREES 59' 00" EAST FOR 8469; THENCE RUN NORTH 66 DEGREES 25' 02" EAST FOR 149.76 FEET, THENCE RUN SOUTH 89 DEGREES 58' 40" EAST FOR 68.03 FEET. RETURN TO POINT OF BEGINNING, RUN SOUTH 79 DEGREES 32' 20" WEST FOR 31.70 FEET TO A CURVE TO THE LEFT HAVING A RADIUS OF 514.98 FEET, RUN ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 25 DEGREES 36' 52" A DISTANCE OF 230.22 FEET TO END OF SAID CURVE, RUN SOUTH 53 DEGREES 55' 28" WEST FOR 90.16 FEET TO A CURVE TO THE RIGHT HAVING A RADIUS OF 322.68 FEET, RUN ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 41 DEGREES 34' 47" A DISTANCE OF 234.17 FEET TO END OF SAID CURVE, RUN TO A CURVE TO THE LEFT HAVING A RADIUS OF 424.50 FEET, RUN ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 34 DEGREES 13' 28" A DISTANCE OF 253.57 FEET TO END OF SAID CURVE, RUN SOUTH 61 DEGREES 16' 47" WEST FOR 246.98 FEET TO A CURVE TO THE RIGHT HAVING A RADIUS OF 424.50 FEET, RUN ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 17 DEGREES 07' 58" A DISTANCE OF 126.94 FEET TO END OF SAID CURVE, RUN SOUTH 78 DEGREES 24' 45" WEST FOR 75 FEET.

**Proposed R-2
LEGAL DESCRIPTION**

Commence at the Southeast Corner of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 21, Township 19 South, Range 24 East, Lake County, Florida; Thence West to the West Right of Way line of County Highway 468; Thence Northerly along said West Right of Way Line 102.12 feet to a 4" Round Concrete Monument (No I.D.) and for the Point of Beginning. From Said Point of Beginning, Thence S 82°43'58" W 411.36 feet to a 4" Round Concrete Monument (No I.D.); Thence South 112.58 feet to a Non-Tangent Point on the North Right of Way Curve of Veech Road (50' wide); Said Curve being Concave Southeasterly having a Radius of 589.78 feet; Thence Northeasterly along Arc of Said Curve 119.26 feet (Having a Chord Bearing and Distance of N 73°11'26" East 119.05 feet; Thence N 78°59'00" East 81.94 feet; Thence N 66°25'02" East 152.23 feet; Thence S 89°58'31" East 73.57 feet to an Intersection with the West Right of Way Line of County Highway 468; Thence N 00°07'19" East, Along said West Right of Way, 51.68 feet to the Point of Beginning. Containing 0.714 $\pm$ acre.



**CITY OF LEESBURG PLANNING & ZONING DIVISION
RECOMMENDATIONS**

DATE: August 24, 2023
OWNER: Christian Worship Center of Central Florida, Inc.
PETITIONER: Michael Rankin, LPG Urban & Regional Planners, LLC on behalf of Christian Worship Center of Central Florida, Inc.
PROJECT: Homes in Partnership/CWC – Christian Preserve
REQUEST: Rezoning from Lake County RP (Residential Professional) to City of Leesburg SPUD (Small Planned Unit Development)
CASE NO.: SPUD-23-328

THE PLANNING & ZONING DIVISION RECOMMENDS:

APPROVAL of the request

for the following reason(s):

1. The proposed request for a SPUD (Small Planned Unit Development) and R-2 (Medium Density Residential) zoning is compatible with the current surrounding zoning districts of Lake County RP (Residential Professional), R-6 (Urban Residential District), and R-7 (Mixed Residential District) and the City of Leesburg R-2 (Medium Density Residential), P (Public), and M-1 (Industrial).
2. The proposed Future Land Use designation of City of Leesburg Low Density Residential is compatible with adjacent properties having Future Land Use designations of Low Density Residential, Medium Density Residential, and Industrial and with properties in Lake County having a future land use designations of Urban Medium Density and Urban High Density.
3. The site is located near existing city utilities which are available at County Road 468.
4. The proposed zoning designation for the site is consistent with the City's Growth Management Plan, Future Land Use Element, Goal I, Objective 1.6.

Action Requested:

1. Vote to **approve** the proposed rezoning from Lake County RP (Residential Professional) to City of Leesburg SPUD (Small Planned Unit Development) and R-2 (Medium Density Residential) and forward this recommendation to the City Commission for consideration.

**CITY OF LEESBURG PLANNING & ZONING DIVISION
DEPARTMENTAL REVIEW SUMMARY**

DATE: August 24, 2023
OWNER: Christian Worship Center of Central Florida, Inc.
PETITIONER: Michael Rankin, LPG Urban & Regional Planners, LLC on behalf of Christian Worship Center of Central Florida, Inc.
PROJECT: Homes in Partnership/CWC – Christian Preserve
REQUEST: Small Scale Comprehensive Plan Amendment to Low Density Residential; Zoning to SPUD (Small Planned Unit Development)
CASE NO.: ANNX-23-326; SSCP-23-327; SPUD-23-328

THE FOLLOWING COMMENTS RECEIVED FROM EACH DEPARTMENT:

POLICE

No Comments from Police. – Robert Hicks 08/03/2023

FIRE

In reference to Case Number SSCP-23-327 and SPUD-23-328 Homes in Partnership (CWC)

NFPA 1710 Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Career Fire Departments, 2020 Edition. The subject property referenced in Case Number SSCP-23-327 and SPUD-23-328 Homes in Partnership (CWC) 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 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 08/03/2023

ELECTRIC

Electric Dept has no objections. Easements will be required for underground electric. – Steve Davis
08/03/2023

GAS

No comments received as of 08/18/2023

GIS

No comments received as of 08/18/2023

BUILDING

No comments received as of 08/18/2023

PUBLIC WORKS

No comments received as of 08/18/2023

ADDRESSING

No comments received as of 08/18/2023

ECONOMIC DEVELOPMENT

No comments received as of 08/18/2023

LAKE COUNTY PUBLIC WORKS

No comments received as of 08/18/2023

LAKE COUNTY SCHOOLS

The school district has reviewed the proposed project consisting of 25 SF units.

The district issued an Adequate Public Facilities determination. I have attached a copy for your file.

The project is subject to school concurrency review prior to final development order approval.

– Helen LaValley 08/07/2023



201 West Burleigh Boulevard · Tavares · FL 32778-2496
(352) 253-6500 · Fax: (352) 253-6503 · www.lake.k12.fl.us

Superintendent:
Diane S. Kornegay, M.Ed.

School Board Members:
District 1
Bill Mathias
District 2
Tyler Brandenburg
District 3
Marc Dodd
District 4
Mollie Cunningham
District 5
Stephanie Luke

June 5, 2023

Mr. Michael Rankin
LPG Urban & Regional Planners
1162 Camp Avenue
Mount Dora, Florida 32757

**RE: Christian Preserve – Leesburg
Adequate Public Facilities Determination (LCS APF12-2023)
Alt Key(s): 1700256**

Dear Mr. Rankin:

The School District has reviewed the above referenced development information proposing 25 single-family dwelling units on approximately 13 acres. The subject property is located at Veech Road and County Road 468 in the Leesburg area.

The proposed development has the potential to generate approximately nine (9) students for the Lake County School system. Based on current school attendance zones, the schools impacted by the proposed residential project and their projected capacities are as follows:

- | | |
|------------------------------------|---------------|
| • Fruitland Park Elementary School | 113% Capacity |
| • Oak Park Middle School | 84% Capacity |
| • Leesburg High School | 84% Capacity |

Currently, the district's Five-Year Capital Plan does include funding in the first two years of the plan for Beverly Shores Elementary modernization and a replacement school for Fruitland Park Elementary. These projects will provide some capacity relief at the elementary school level. The District is aware of the residential growth in the Fruitland Park/Leesburg area and will continue to monitor to determine the need and timing of capacity relief projects in the future.

Please be advised that the information contained in this letter **does not** constitute school concurrency review. The capacities referenced above do not include current valid capacity reservations. Proportionate share mitigation may be required at time of school concurrency review.

Should you have any questions or need additional information please contact me at (352) 253-6694 or by email at lavalleyh@lake.k12.fl.us.

Sincerely,


Helen LaValley
Growth Planning Department

Encl: Adequate Public Facilities Analysis Revised



Lake County Schools Adequate Public Facilities Determination

REVIEWING AUTHORITY	Lake County Schools					APF12-2023
PROJECT NAME/CASE#	Christian Preserve					
ITEM DESCRIPTION	25 Single-family units					
LOCATION	Veech Road at County Road 468, approx. 13 acres					
AK's	1700256					
	SF-DU	MF-DU	MH-DU	SF Impacts	MF Impacts	
NEW DU IMPACT (units)				25	0	
STUDENT GENERATION	0.350	0.282	0.185	9	0	
Elementary School	0.157	0.153	0.095	4	0	
Middle School	0.079	0.061	0.044	2	0	
High School	0.114	0.068	0.046	3	0	
*Students generated may differ from distribution percentages due to rounding						
CSA #9						
	Enrollment 2022-2023	Permanent Capacity*	Projected Capacity %	Student Enrollment w/ Impact	% of Perm. Capacity w/ Impact	Planned Capacity Project
Assigned Schools:						
Fruitland Park Elementary	736	652	113%	740	113%	Yes
Oak Park Middle	577	687	84%	579	84%	No
Leesburg High	1,646	1,963	84%	1,649	84%	No
Lake County School District Five-Year Plan, Fiscal Year 2023/2027						
Comments:	Sidewalks and pedestrian access were not reviewed.					
Please note that this is NOT a School Concurrency capacity reservation.						
*Permanent capacity does not include relocatables/portables.						
This review does not include already reserved capacities.						
Prepared by: Helen LaValley, Lake County Schools Growth Planning Dept.				Issue Date: revised 7/5/2023		

PUBLIC RESPONSES

Approval

2

Disapproval

No comments as of 08/18/2023

Notice of Appearance filed:

PUBLIC COMMENTS (APPROVAL)

(1)

We are cautiously in agreement with the rezoning request.

In the past there were times we were very delusional with what is called progress for the area. I don't believe any of us in the community can forget the horrors of "The Christin Apartments". We hope to never see that kind of housing in our community again. In the name of progress (rezoning) we hope the following actions **do not happen.**

1. That our recorded low wet areas are not destroyed.
2. That everyone keeps in mind that we are trying to build and change the ugly perception that our area is unsafe along with many other adjectives that I have read in our local newspaper. There are those that have raised families and would like to see a better image of our future growth in our community. After all, we will leave legacies here and we like for them to be a little more positive for our next generation.
3. Last but not the least we hope all the parties involved in the development say what they mean and mean what they say.

– Andrew L. & Gale E. Brown

(2)

Great improvement to neighborhood, Clean up community and road way, illegal littering and dumping with new homes. Win Win Win.

– John H. Christian, 903 CR 468, Leesburg, FL 34748

PUBLIC COMMENTS (DISAPPROVAL)

PUBLIC COMMENTS (UNDECIDED)

**CITY OF LEESBURG PLANNING & ZONING DIVISION
STAFF SUMMARY**

DATE: August 24, 2023
OWNER: Christian Worship Center of Central Florida, Inc.
PETITIONER: Michael Rankin, LPG Urban & Regional Planners, LLC on behalf of Christian Worship Center of Central Florida, Inc.
PROJECT: Homes in Partnership/CWC – Christian Preserve
REQUEST: Small Scale Comprehensive Plan Amendment to Low Density Residential; Zoning to SPUD (Small Planned Unit Development)
CASE NO.: ANNX-23-326; SSCP-23-327; SPUD-23-328

GENERAL LOCATION: West of C.R. 468, north of Jones Drive, off of Veech Road.

FUTURE LAND USE DESIGNATION: Vacant Institutional

SURROUNDING FUTURE LAND USE DESIGNATION:

North	–	Low Density Residential; Medium Density Residential; Lake County Urban Medium Density
South	–	Industrial; Lake County Urban Medium Density
East	–	Low Density Residential; Lake County Urban High Density
West	–	Lake County Urban Medium Density

PROPOSED FUTURE LAND USE DESIGNATION: Low Density Residential

EXISTING ZONING DESIGNATION: Lake County RP (Residential Professional)

SURROUNDING ZONING DESIGNATIONS:

North	–	R-2 (Medium Density Residential); Lake County RP (Residential Professional)
South	–	Public; R-2 (Medium Density Residential); M-1 (Industrial); Lake County R-6 (Urban Residential District)
East	–	C-1 (Neighborhood Commercial); SPUD (Small Planned Unit Development); Lake County RP (Residential Professional)
West	–	Lake County R-7 (Mixed Residential District)

PROPOSED ZONING DESIGNATION: SPUD and R-2 (Medium Density Residential)

EXISTING LAND USE: Vacant Institutional

SURROUNDING LAND USE:

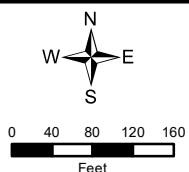
North	–	Residential
South	–	Vacant Residential; Multifamily Residential; Food Processing
East	–	Vacant Residential
West	–	Vacant Residential

PROPOSED LAND USE: Residential

Aerial



**Planning
& Zoning
Division**

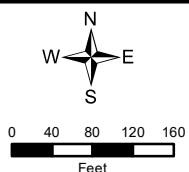


Homes in Partnership/CWC - Christian Preserve
ANNX-23-326; SSCP-23-327; SPUD-23-328
West of Co. Road 468, North of Jones Drive, off of Veech Road
Section 21, Township 19 South, Range 24 East
Alternate Key #: 1700256
July 11, 2023

Lake County Zoning



**Planning
& Zoning
Division**

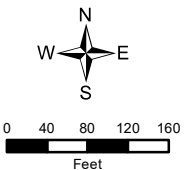


Homes in Partnership/CWC - Christian Preserve
ANNX-23-326; SSCP-23-327; SPUD-23-328
West of Co. Road 468, North of Jones Drive, off of Veech Road
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City of Leesburg Zoning



**Planning
& Zoning
Division**

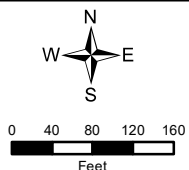


Homes in Partnership/CWC - Christian Preserve
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July 11, 2023

PROPOSED Zoning



**Planning
& Zoning
Division**

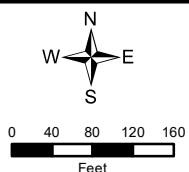


Homes in Partnership/CWC - Christian Preserve
ANNX-23-326; SSCP-23-327; SPUD-23-328
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July 11, 2023

Community Redevelopment Area

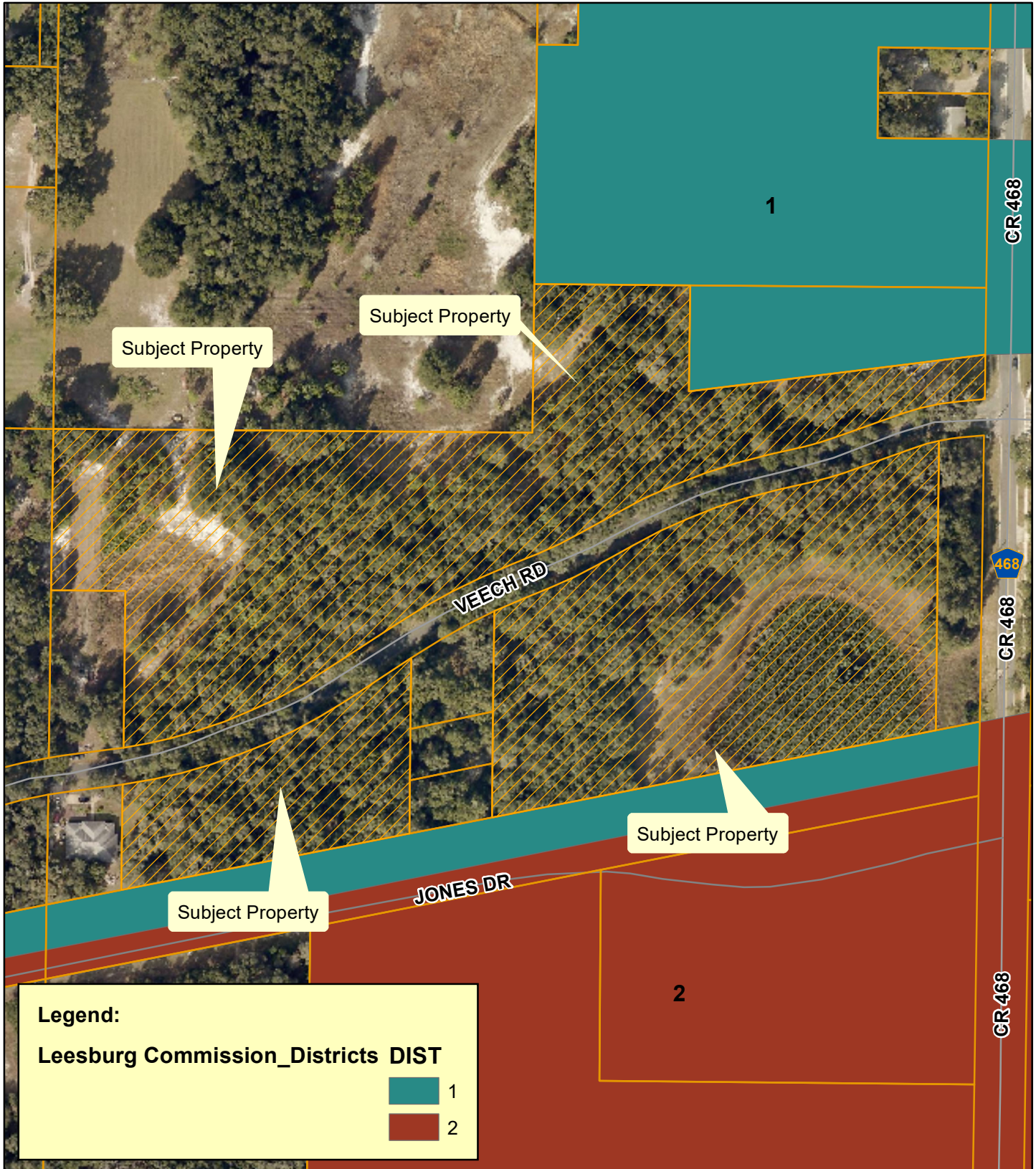


**Planning
& Zoning
Division**



Homes in Partnership/CWC - Christian Preserve
ANNX-23-326; SSCP-23-327; SPUD-23-328
West of Co. Road 468, North of Jones Drive, off of Veech Road
Section 21, Township 19 South, Range 24 East
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July 11, 2023

Commission Districts



**Planning
& Zoning
Division**

Homes in Partnership/CWC - Christian Preserve
 ANN-23-326; SSCP-23-327; SPUD-23-328
 West of Co. Road 468, North of Jones Drive, off of Veech Road
 Section 21, Township 19 South, Range 24 East
 Alternate Key #: 1700256
 July 11, 2023



DRAFT SUMMARY MINUTES OF THE REGULAR MEETING
OF THE PLANNING COMMISSION
CITY COMMISSION CHAMBERS, CITY HALL
THURSDAY, AUGUST 24, 2023, 4:30 P.M.

The Planning Commission of the City of Leesburg held its regular meeting Thursday, August 24th, 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

The following Commission members were absent:

Rosalind Peebles-Johnson
Ken Simeone

City staff that was present included Dan Miller, Planning & Zoning Director, Kandi Harper, Senior Planner, Dianne Yekel, Senior Planner, Christine Rock, 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 JULY 20, 2023.

Commissioner Stewart Kaplan moved to APPROVE the minutes from the July 20, 2023 meeting. Commissioner Ze'Shieca Carter SECONDED the motion.

The roll call vote was:

Commissioner Marshall	Yes
Commissioner Kaplan	Yes
Commissioner O'Kelley	Yes
Commissioner Sanders	Yes
Chairman Sennett	Yes
Commissioner Bowersox	Yes
Commissioner Carter	Yes

Seven yeas, no nays, the Planning Commission approved the minutes from the July 20, 2023 meeting.

NEW BUSINESS

1) PUBLIC HEARING CASE # SSCP-23-327 – HOMES IN PARTNERSHIP/CWC – SMALL SCALE COMPREHENSIVE PLAN

AN ORDINANCE AMENDING THE COMPREHENSIVE PLAN OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE FUTURE LAND USE DESIGNATION OF CERTAIN PROPERTY CONTAINING APPROXIMATELY 12.5 +/- ACRES FROM LAKE COUNTY URBAN MEDIUM DENSITY TO CITY OF LEESBURG LOW DENSITY RESIDENTIAL, FOR A PROPERTY GENERALLY LOCATED WEST OF COUNTY ROAD 468 AND NORTH OF JONES DRIVE, AS LEGALLY DESCRIBED IN SECTION 21, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. **(CITY COMMISSION DATES ARE TENTATIVELY SCHEDULED FOR FIRST READING ON MONDAY, SEPTEMBER 11TH, 2023 AND SECOND READING IS TENTATIVELY SCHEDULED FOR MONDAY, OCTOBER 23RD, 2023)** (Homes in Partnership/CWC)

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 # SSCP-23-327 – *HOMES IN PARTNERSHIP/CWC – SMALL SCALE COMPREHENSIVE PLAN* and case number # SPUD-23-328 – *HOMES IN PARTNERSHIP/CWC – SMALL 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 this request is to annex into the City, with the accompanying small-scale comp plan and rezoning for this property which is generally located west of County Road 468 and north and south of Veech Road. It is a proposal for 25 single-family residences on approximately 11.7 +/- acres, for a density of 2.2 units/acre.

Planner Melissa Medders 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 School Board indicated that a concurrency review would not be required. For Public responses, we received two written responses for approval.

Mr. Miller also highlighted some of the PUD stating that the PUD is for SFR only, with 60-foot lots widths (60x120) for 7,200 sf per lot. The minimum house size is 1,500 sf with a maximum of 2 stories. There will be requirements for architectural standards and dark sky lighting. The wetlands will be protected with 25-foot buffers. There will be trees required in the front and back yards. The PUD also requires fencing in either a 4-foot split rail or 6-foot vinyl. Access points will be from Veech Road. And a separate recreational area of 5,000 sf is required.

The Planning & Zoning staff recommended the approval of the request for the following reasons:

1. This project meets the requirements of Chapter 163.3187 Florida Statutes, for Small Scale Comprehensive Plan Amendments.
2. The proposed request for a Small-Scale Comprehensive Plan amendment is compatible with the adjacent future land use designations of Lake County Urban Medium Density, Lake County Urban High Density, and City of Leesburg Low Density Residential.
3. The proposed request under Case Number SPUD-23-328, is compatible with the current surrounding zoning districts of Lake County RP (Residential Professional), R-6 (Urban Residential District), and R-7 (Mixed Residential District) and the City of Leesburg R-2 (Medium Density Residential), P (Public), and M-1 (Industrial).
4. The proposed future land use designation for the site is consistent with the City's Growth Management Plan, Future Land Use Element, Goal I, Objective 1.6.

Action Requested:

1. Vote to **approve** staff's recommendation to change the future land use of the subject property from Lake County Urban Medium Density to the City of Leesburg Low Density Residential and forward this recommendation to the City Commission for consideration.

Mike Rankin, owner of Land Planning Group in Mount Dora, Florida, stated, regarding public perception, that this is an opportunity to demonstrate quality housing throughout Leesburg and not just in presumed areas like 27 and 44. Mr. Rankin said that the only consideration they would ask for is under Land Use, where it says "construction office not to exceed two years" to change that to three years instead.

Dan Miller stated that the overall size of the property is 11.7 acres. There is one acre on the eastern portion in R-2 (Medium Density Residential) zoning, not impacted by the PUD. The ordinance will show two zonings, one for the R-2 zoning and the rest for the SPUD.

Michael Simmons, of 2005 Veech Road, has been in the area for 20 years. He would like to buy one lot and ask to put a privacy fence up for privacy and security reasons. Mr. Miller said that if we could make a recommendation tonight and then have Mr. Simmons discuss with the owner about buying a lot. If not, then Mr. Simmons will still be able to put a fence up on his property. There is also a fence required in the PUD conditions that would be adjacent to Mr. Simmons property.

Pastor John Christian, the property owner, stated that this is a great indication of what Leesburg could become. Pastor Christian said that he lives right across the street from this property. He always loved this property because of the canopy of trees that goes over Veech Road. With 24 new homeowners, it will irradiate a lot of the trash, the gun violence, and the speeding, all of this will be eliminated. The fence will eliminate any concerns about privacy.

Commissioner Ze'Shieca Carter asked if the lots are going to be facing the road. Mr. Miller stated that they would.

Commissioner Frazier Marshall said that he would like to thank staff for the bigger lot sizes.

Commissioner Ted Bowersox asked how many curb cuts would there be. Mr. Miller said possibly thirty-five, but we would need to contact Lake County. Having the lots facing the roadway would have a slowing effect on the street, but we really won't know until the houses are built.

This was the end of the discussion and the voting then took place.

Commissioner Nathaniel Sanders made a motion to APPROVE case # SSCP-23-327 – HOMES IN PARTNERSHIP/CWC – SMALL SCALE COMPREHENSIVE PLAN. Commissioner Ze'Shieca Carter SECONDED the motion.

The roll call vote was:

Commissioner Bowersox	Yes
Commissioner Carter	Yes
Commissioner Kaplan	Yes
Commissioner O'Kelley	Yes
Commissioner Sanders	Yes
Chairman Sennett	Yes
Commissioner Marshall	Yes

Seven yeas, no nays, the Planning Commission approved case # SSCP-23-327 – HOMES IN PARTNERSHIP/CWC – SMALL SCALE COMPREHENSIVE PLAN.

Chairman Sennett called for a vote on the second case.

2) PUBLIC HEARING CASE # SPUD-23-328 – HOMES IN PARTNERSHIP/CWC – SMALL PLANNED UNIT DEVELOPMENT

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE ZONING OF APPROXIMATELY 12.5 +/- ACRES FROM LAKE COUNTY RP (RESIDENTIAL PROFESSIONAL) TO CITY OF LEESBURG SPUD (SMALL PLANNED UNIT DEVELOPMENT) AND R-2 (MEDIUM DENSITY RESIDENTIAL), FOR A PROPERTY GENERALLY LOCATED WEST OF COUNTY ROAD 468 AND NORTH OF JONES DRIVE, AS LEGALLY DESCRIBED IN SECTION 21, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. **(CITY COMMISSION DATES ARE TENTATIVELY SCHEDULED FOR FIRST READING ON MONDAY, SEPTEMBER 11TH, 2023 AND SECOND READING IS TENTATIVELY SCHEDULED FOR MONDAY, OCTOBER**

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 request for a SPUD (Small Planned Unit Development) and R-2 (Medium Density Residential) zoning is compatible with the current surrounding zoning districts of Lake County RP (Residential Professional), R-6 (Urban Residential District), and R-7 (Mixed Residential District) and the City of Leesburg R-2 (Medium Density Residential), P (Public), and M-1 (Industrial).
2. The proposed Future Land Use designation of City of Leesburg Low Density Residential is compatible with adjacent properties having Future Land Use designations of Low Density Residential, Medium Density Residential, and Industrial and with properties in Lake County having a future land use designations of Urban Medium Density and Urban High Density.
3. The site is located near existing city utilities which are available at County Road 468.
4. The proposed zoning designation for the site is consistent with the City's Growth Management Plan, Future Land Use Element, Goal I, Objective 1.6.

Action Requested:

1. Vote to **approve** the proposed rezoning from Lake County RP (Residential Professional) to City of Leesburg SPUD (Small Planned Unit Development) and R-2 (Medium Density Residential) and forward this recommendation to the City Commission for consideration.

Commissioner Nathaniel Sanders made a motion to APPROVE case # SPUD-23-328 – HOMES IN PARTNERSHIP/CWC – SMALL PLANNED UNIT DEVELOPMENT with the amendment. Commissioner Ze'Shieca Carter SECONDED the motion.

The roll call vote was:

Commissioner O'Kelley	Yes
Commissioner Marshall	Yes
Chairman Sennett	Yes
Commissioner Kaplan	Yes
Commissioner Bowersox	Yes
Commissioner Carter	Yes
Commissioner Sanders	Yes

Seven yeas, no nays, the Planning Commission approved case # SPUD-23-328 – HOMES IN PARTNERSHIP/CWC – SMALL PLANNED UNIT DEVELOPMENT.

DISCUSSION ITEM

There will be three seats coming up for renewal, Rosalind Peebles-Johnson, Ken Simeone, and Tim Sennett. These terms will expire on September 30, 2023. The City Clerk will be advertising to see if there is anyone else that wants to apply. In September, all of the applications will be taken to City Commission, and then City Commission makes the final decision. At the time, the three commissioners will be contacted and asked to attend the City Commission meeting.

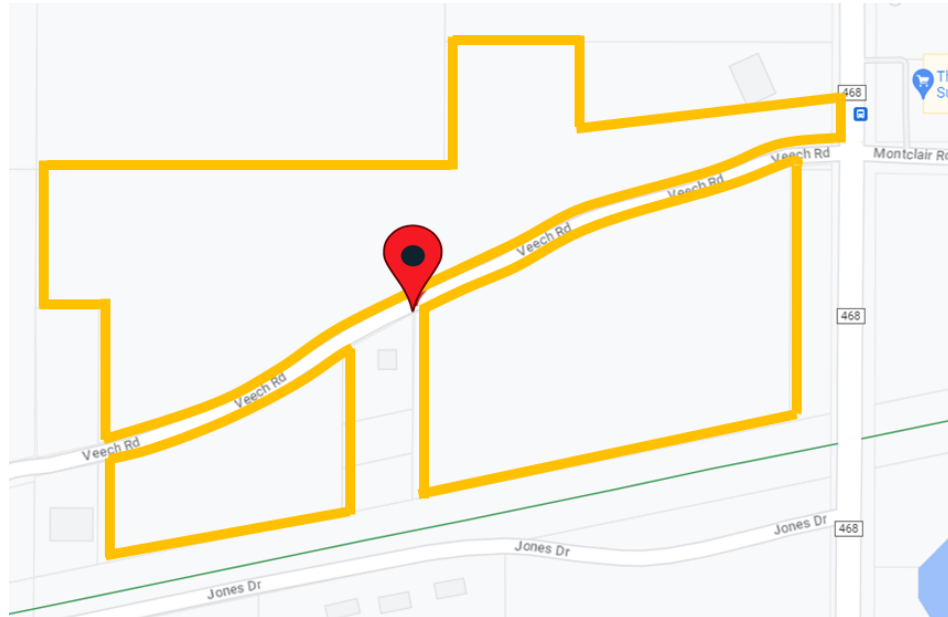
ANNOUNCEMENTS

The next scheduled meeting date is September 21, 2023.

The meeting adjourned at 5:02pm

Tim Sennett, Chairperson

Dianne Yekel, Senior Planner



Looking North across Veech Road onto Subject Property



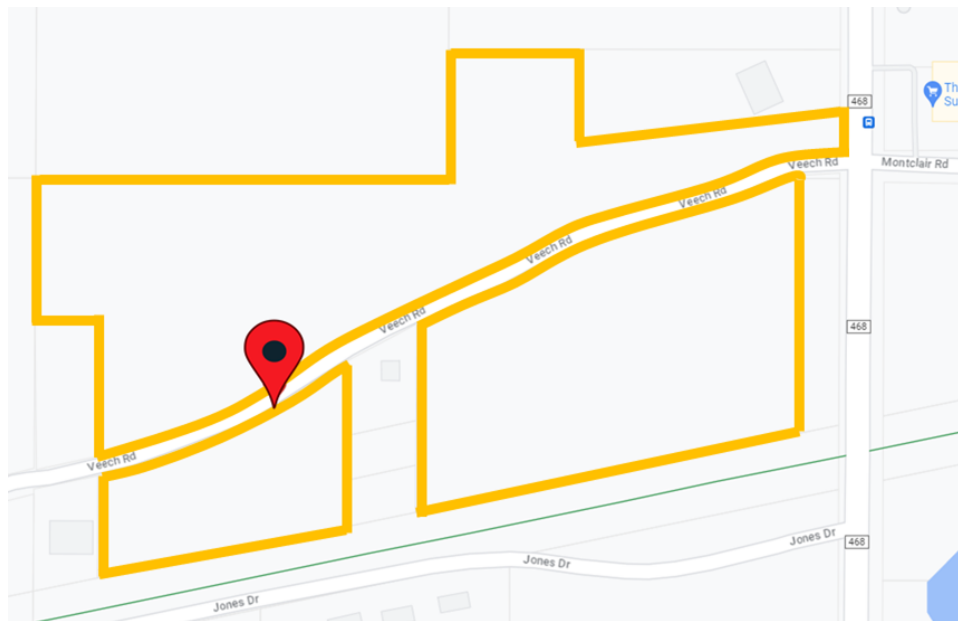
Looking East along Veech Road towards CR 468



Looking South across Veech Road from Subject Property



Looking West along Veech Road





Looking North across Veech Road from Subject Property



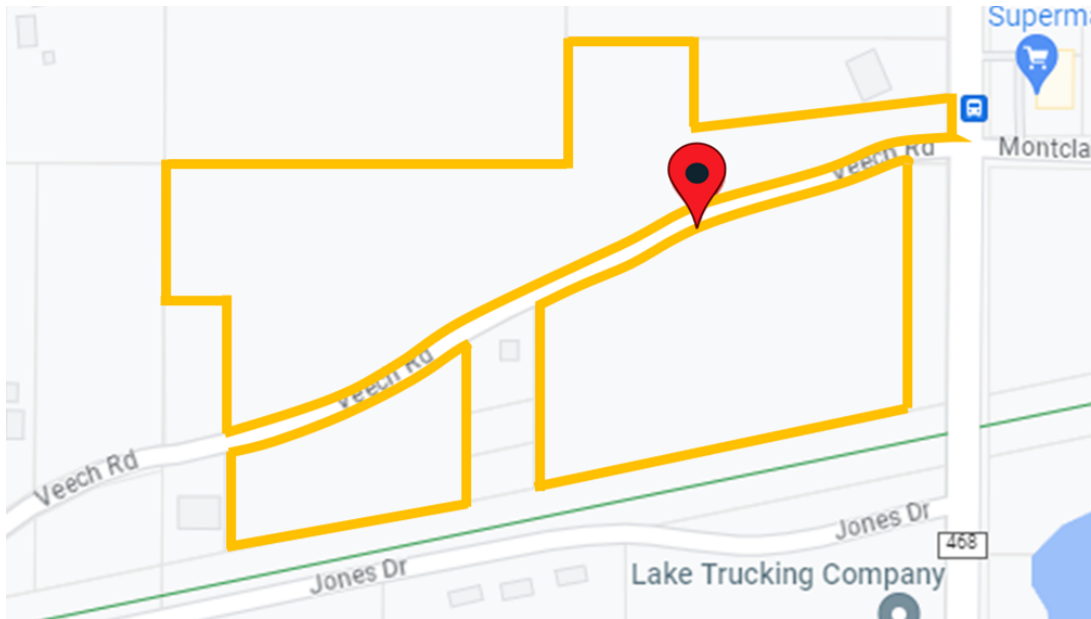
Looking East along Veech Road from Subject Property



Looking South across Veech Road onto Subject Property



Looking West along Veech Road from Subject Property



Looking North across Veech Road onto Subject Property



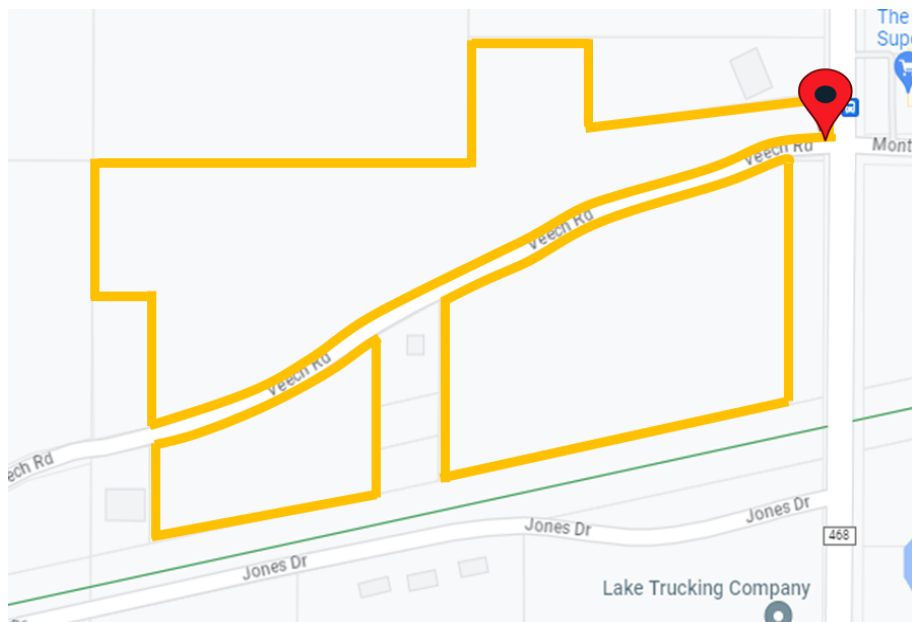
Looking East along Veech Road towards CR 468



Looking South across Veech Road onto Subject Property



Looking West along Veech Road from Subject Property





Closeup of Sign looking onto Subject Property



Looking North along CR 468 from Subject Property



Looking East across CR 468 from Subject Property



Looking South along CR 468 from Subject Property



Looking West across CR 468 onto Subject Property

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.B.4.

Meeting Date: September 11, 2023

From: Al Minner, (City Manager)

Subject: An Ordinance of the City of Leesburg, Florida, further amending the City of Leesburg Retirement Plan for General Employees, adopted pursuant to Ordinance No. 18-31, as subsequently amended; amending Section 6, Benefit Amounts and Eligibility; amending Section 5, cost of living adjustment; providing for codification; providing for severability of provisions; repealing all ordinances in conflict herewith; and providing an effective date.

Staff Recommendation:

Approve the City Ordinance, which amends the General Employees Retirement Plan, Adopted pursuant to Ordinance No.18-31.

Analysis:

Several employees who have a benefit from the General Employees Pension (which has 114 active participants) have asked the General Employees Pension Board what could be done about the severe inflation effects on their frozen pension benefits. Currently, retirees (other than members who terminate vested prior to Early or Normal Retirement and later draw benefits) and their beneficiaries receive an automatic 2% increase in benefits after October 1st commencing 3 years after their otherwise Normal Retirement Date (NRD). After consideration of the member concerns, the board approved the attached Cost of Living Adjustment (COLA) study. The two alternative provisions considered were:

- 1) Commencing at NRD- removing the 3-year delay (the first increase would be on the first October 1st following the later of the Member's other NRD or their date of commencement)
- 2) Commencing at age 63- the first increase would be the first October 1st following the later of age 63 or their commencement (this would affect Members who retire under Early Retirement)

Procurement Analysis:

N/A

Options:

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

Fiscal Impact:

The impact of the proposed changes on the results of the October 1, 2022 actuarial valuation (as applicable to the fiscal year ending September 30, 2024 are as follows:

	Current Beginning <u>3 years after NRD</u>	Proposed Beginning <u>at NRD</u>	Proposed Beginning <u>at age 63</u>
Minimum Required Contribution	\$506,764	\$572,070	\$605,068
% of total annual payroll ¹	7.28%	8.22%	8.69%

¹ The estimated percentage of payroll requirement is based on the projected pensionable payroll in fiscal year 2024 of active Plan Members of \$6,962,656

ORDINANCE NO. 23-_____

AN ORDINANCE OF THE CITY OF LEESBURG, FURTHER AMENDING THE CITY OF LEESBURG RETIREMENT PLAN FOR GENERAL EMPLOYEES, ADOPTED PURSUANT TO ORDINANCE NO. 18-31, AS SUBSEQUENTLY AMENDED; AMENDING SECTION 6, BENEFIT AMOUNTS AND ELIGIBILITY, SUBSECTION 5, COST OF LIVING ADJUSTMENT; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY OF PROVISIONS; REPEALING ALL ORDINANCES IN CONFLICT HERewith AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA;

SECTION 1: That Ordinance No. 18-31, adopting the amended and restated City of Leesburg Retirement Plan for General Employees, as subsequently amended, is further amended to amend Section 6, Benefit amounts and eligibility, Subsection 5, *Cost-of-Living Adjustment*, to read as follows:

* * * * *

5. Cost of Living Adjustment.

- A. Effective retroactively to October 1, 2005, early and normal retirement retirees, disability retirees and their beneficiaries and joint annuitants and including beneficiaries of those receiving pre-retirement death benefits (except terminated vested) shall receive an annual cost of living increase of two percent (2%) beginning on the first October 1st following the date that is three (3) years after the Retiree's otherwise normal retirement date. Members who retire after age 65 will receive their first increase on the first October 1st following the later of age 68 or one (1) year after their actual retirement date. Terminated vested persons, and their beneficiaries shall not be eligible for these increases. In the event that the first increase as determined above, is more than thirty-six (36) months following the otherwise normal retirement date, the first adjustment shall be increased by the product of two percent (2%) times a fraction, the numerator of which is the number of whole months that the first adjustment date exceeds thirty-six (36) months after the otherwise normal retirement date and the denominator of which shall be twelve (12).

B. Effective retroactively to October 1, 2005, all former employees who retired prior to that date and are receiving benefits on that date for early retirement, normal retirement and disability retirement, and their beneficiaries and joint annuitants and including beneficiaries of those receiving pre-retirement death benefits (except terminated vested) shall receive an annual cost of living increase of two percent (2%) beginning on the first October 1st following the later of September 30, 2005 and the date that is or would have been three (3) years after the Retiree's normal retirement date. Terminated vested persons, whether receiving benefits or not, and their beneficiaries and joint annuitants shall not be eligible for these increases.

C. Notwithstanding, effective October 1, 2022, all current and future early and normal retirement retirees, disability retirees, beneficiaries and joint annuitants receiving benefits, and including beneficiaries of those receiving pre-retirement death benefits (except terminated deferred vested members) shall receive an annual cost of living increase of two percent (2%) beginning on the first October 1st following the later of either attainment of age 63 or such retiree or benefit recipients date of benefit commencement.

* * * * *

SECTION 2: Specific authority is hereby granted to codify and incorporate this Ordinance in the existing Code of Ordinances of the City of Leesburg.

SECTION 3: All Ordinances or parts of Ordinances in conflict herewith be and the same are hereby repealed.

SECTION 4: If any section, subsection, sentence, clause, phrase of this ordinance, or the particular application thereof shall be held invalid by any court, administrative agency, or other body with appropriate jurisdiction, the remaining section, subsection, sentences, clauses, or phrases under application shall not be affected thereby.

SECTION 5: That this Ordinance shall become effective upon its adoption.

PASSED AND ADOPTED AT A REGULAR MEETING OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, HELD ON THE ____ DAY OF _____, 2023.

Mayor-Commissioner

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ATTEST:

City Clerk

ORDINANCE NO. 23-_____

AN ORDINANCE OF THE CITY OF LEESBURG, FURTHER AMENDING THE CITY OF LEESBURG RETIREMENT PLAN FOR GENERAL EMPLOYEES, ADOPTED PURSUANT TO ORDINANCE NO. 18-31, AS SUBSEQUENTLY AMENDED; AMENDING SECTION 6, BENEFIT AMOUNTS AND ELIGIBILITY, SUBSECTION 5, COST OF LIVING ADJUSTMENT; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY OF PROVISIONS; REPEALING ALL ORDINANCES IN CONFLICT HERewith AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA;

SECTION 1: That Ordinance No. 18-31, adopting the amended and restated City of Leesburg Retirement Plan for General Employees, as subsequently amended, is further amended to amend Section 6, Benefit amounts and eligibility, Subsection 5, *Cost-of-Living Adjustment*, to read as follows:

* * * * *

5. Cost of Living Adjustment.

- A. Effective retroactively to October 1, 2005, early and normal retirement retirees, disability retirees and their beneficiaries and joint annuitants and including beneficiaries of those receiving pre-retirement death benefits (except terminated vested) shall receive an annual cost of living increase of two percent (2%) beginning on the first October 1st following the date that is three (3) years after the Retiree's otherwise normal retirement date. Members who retire after age 65 will receive their first increase on the first October 1st following the later of age 68 or one (1) year after their actual retirement date. Terminated vested persons, and their beneficiaries shall not be eligible for these increases. In the event that the first increase as determined above, is more than thirty-six (36) months following the otherwise normal retirement date, the first adjustment shall be increased by the product of two percent (2%) times a fraction, the numerator of which is the number of whole months that the first adjustment date exceeds thirty-six (36) months after the otherwise normal retirement date and the denominator of which shall be twelve (12).

B. Effective retroactively to October 1, 2005, all former employees who retired prior to that date and are receiving benefits on that date for early retirement, normal retirement and disability retirement, and their beneficiaries and joint annuitants and including beneficiaries of those receiving pre-retirement death benefits (except terminated vested) shall receive an annual cost of living increase of two percent (2%) beginning on the first October 1st following the later of September 30, 2005 and the date that is or would have been three (3) years after the Retiree's normal retirement date. Terminated vested persons, whether receiving benefits or not, and their beneficiaries and joint annuitants shall not be eligible for these increases.

C. Notwithstanding, effective October 1, 2022, all current and future early and normal retirement retirees, disability retirees, beneficiaries and joint annuitants receiving benefits, and including beneficiaries of those receiving pre-retirement death benefits (except terminated deferred vested members) shall receive an annual cost of living increase of two percent (2%) beginning on the first October 1st following the later of either attainment of age 63 or such retiree or benefit recipients date of benefit commencement.

* * * * *

SECTION 2: Specific authority is hereby granted to codify and incorporate this Ordinance in the existing Code of Ordinances of the City of Leesburg.

SECTION 3: All Ordinances or parts of Ordinances in conflict herewith be and the same are hereby repealed.

SECTION 4: If any section, subsection, sentence, clause, phrase of this ordinance, or the particular application thereof shall be held invalid by any court, administrative agency, or other body with appropriate jurisdiction, the remaining section, subsection, sentences, clauses, or phrases under application shall not be affected thereby.

SECTION 5: That this Ordinance shall become effective upon its adoption.

PASSED AND ADOPTED AT A REGULAR MEETING OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, HELD ON THE ____ DAY OF _____, 2023.

Mayor-Commissioner

ATTEST:

City Clerk

February 26, 2023

VIA EMAIL

Mr. Frank Mega, Plan Administrator
HYN Consulting
3433 Lithia Pinecrest Rd, Suite #332
Valrico, FL 33596

Re: City of Leesburg Retirement Plan for General Employees
Special Actuarial Analysis

Dear Frank:

As requested, we have completed a special actuarial analysis to determine the funding costs associated with the proposed changes in the automatic Cost-of-living adjustment (“COLA”) described below.

Currently, retirees (other than members who terminate vested prior to Early or Normal Retirement and later draw benefits) and their beneficiaries receive an automatic 2.00% increase in benefits each October 1st commencing 3 years after their otherwise Normal Retirement Date (NRD). The two alternative provisions considered in this analysis are as follows:

1. **Commencing at NRD** - Remove the 3-year delay (the first increase would be on the first October 1st following the later of the Member’s otherwise NRD or their date of commencement).
2. **Commencing at age 63** – The first increase would be the first October 1st following the later of age 63 or their date of commencement (this would affect Members who retire under Early Retirement).

Please note that for the purpose of this analysis, it was assumed that the new provision would apply to current retirees as well as the current active participants. For example, if a retiree is currently age 60, then their first adjustment would begin at age 65 or 63 depending upon the Scenario.

The impact of the proposed changes on the results of the October 1, 2022 actuarial valuation (as applicable to the fiscal year ending September 30, 2024) are follows:

	Current Beginning <u>3 yrs after NRD</u>	Proposed Beginning <u>at NRD</u>	Proposed Beginning <u>at Age 63</u>
Minimum Required Contribution	\$506,764	\$572,070	\$605,068
% of Total Annual Payroll ¹	7.28%	8.22%	8.69%

¹ The estimated percentage of payroll requirement is based on the projected pensionable payroll in fiscal 2024 of active Plan Members of \$6,962,656.

The change in UAAL associated with the benefit change was amortized over 15 years.

This analysis is based on the same data, assumptions, and methods as utilized in the October 1, 2022 actuarial valuation except as otherwise noted.

The undersigned is familiar with the immediate and long-term aspects of pension valuations, and meets the Qualification Standards of the American Academy of Actuaries necessary to render the actuarial opinions contained herein.

Please note the contents of this analysis and the October 1, 2022 actuarial valuation report are considered integral parts of the actuarial opinions. In reviewing the results presented in this study, it should be noted there are risks that may not be inherently apparent to the reader that should be carefully considered. For key risks, please see the Discussion of Risk section of the October 1, 2022 actuarial valuation report.

In performing the analysis, we used third-party software to model (calculate) the underlying liabilities and costs. These results are reviewed in the aggregate and for individual sample lives. The output from the software is either used directly or input into internally developed models to generate the costs. All internally developed models are reviewed as part of the process. As a result of this review, we believe that the models have produced reasonable results. We do not believe there are any material inconsistencies among assumptions or unreasonable output produced due to the aggregation of assumptions.

Future actuarial measurements may differ significantly from the current measurements presented in this report for a variety of reasons including: changes in applicable laws, changes in plan provisions, changes in assumptions, or plan experience differing from expectations. Due to the limited scope of the analysis, we did not perform an analysis of the potential range of such future measurements.

If you have any questions, please let me know.

Sincerely,

A handwritten signature in black ink that reads "Patrick T. Donlan". The signature is fluid and cursive, with a long horizontal line extending from the end.

Patrick T. Donlan, EA, ASA, MAAA

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.C.1.

Meeting Date: September 11, 2023

From: Al Minner, (City Manager)

Subject: Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute an Asset Transfer Agreement with the Leesburg Partnership; and providing an effective date.

Staff Recommendation:

Approve an asset transfer agreement with the Leesburg Partnership (LP).

Analysis:

The first formal step in the process for the City to manage "events" formally performed by the LP is to enter an agreement which transfers LP equipment, faculties, naming rights (Leesburg Bikefest), and cash to the City. This action formally places the City in the position to control, manage and establish events. It also allows the City to control the concept of Leesburg Bikefest.

Approving this agreement squarely places the financial and operations liability on the City to develop and manage events as discussed at the August 28, 2023 regular meeting. The entire LP Board will consider the agreement on Thursday, September 7, 2023.

Procurement Analysis:

Options:

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

Fiscal Impact:

The fiscal impact is \$450,000, as previously discussed and the FY 24 Budget, which will be heard on first reading on Thursday, September 14, 2023, has been amended accordingly.

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE
AN ASSET TRANSFER AGREEMENT WITH THE LEESBURG
PARTNERSHIP; 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 Asset Transfer Agreement with the Leesburg Partnership, whose address is 401 West Magnolia Street, Leesburg, Florida 34748, for the transfer of assets from the Partnership to the City of Leesburg.

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 11th day of September 2023.

Mayor

ATTEST:

City Clerk

ASSET TRANSFER AGREEMENT

This Asset Transfer Agreement is hereby entered into by and between LEESBURG PARTNERSHIP, INC., a Florida not for profit corporation, 401 West Magnolia Street, Leesburg, Florida 34748, LEESBURG PARTNERSHIP II, INC., a Florida not for profit corporation, 401 West Magnolia Street, Leesburg, Florida 34748, LEESBURG PARTNERSHIP III, INC., a Florida not for profit corporation, 401 West Magnolia Street, Leesburg, Florida 34748 (hereinafter collectively referred to as the "Partnership") and THE CITY OF LEESBURG, FLORIDA, a Florida municipal corporation, 501 W. Meadow Street, Leesburg, Florida 34748 (the "City"), regarding the transfer of assets from the Partnership to the City.

WHEREAS, the City has historically organized and held certain festivals, parades, and other special events within its municipal boundaries to promote the City and facilitate recreational, economic, and social opportunities for its residents, business owners, and visitors;

WHEREAS, the Partnership is a not for profit corporation which was organized to revitalize and promote the City as well as business and economic activity within the City;

WHEREAS, over time the City has engaged, provided funding to, and collaborated with the Partnership to plan, host, and operate City festivals, parades, and other special events within the City, including, but not limited to, Bike Fest, Fourth of July Celebration, Mardis Gras, Christmas Stroll, Christmas Parade, and many other similar events (the "Events");

WHEREAS, through this collaboration the Partnership has overseen, promoted, and maintained the names and naming rights, goodwill, and reputations of the Events (the "Names and Goodwill") and has overseen, maintained, and acquired other assets, property, inventory, and equipment commonly used and associated with the planning, marketing, hosting, and operating of the Events and similar festivals, parades, and special events;

WHEREAS, the parties have determined that it is in their mutual best interest to discontinue their formal collaboration with respect to the Events and for the City to directly take over all responsibilities relating to the Names and Goodwill, planning, marketing, hosting, and operation of the Events within the City; and

WHEREAS, in furtherance of this determination, the parties agree that all assets, property, and equipment used in connection with or related to the Events shall be returned, assigned, conveyed, and/or otherwise transferred to the City;

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and promises of the parties hereto, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and the Partnership hereby agree as follows:

1. The above-stated recitals are true and correct and are hereby incorporated herein for all purposes.

2. All agreements between the parties authorizing the Partnership to undertake any responsibilities relating to the Names and Goodwill, planning, marketing, hosting, and/or operation of the Events are terminated and the City shall hereafter control and oversee all aspects of the Names and Goodwill and Events, including, but not limited to, the planning, marketing, hosting, and operation of the Names and Goodwill and the Events. The Partnership shall not participate in the marketing, planning, hosting, or operating of any festivals, parades, or

special events within the city limits of Leesburg which are substantially similar to the Events, which might be confused with the Events, or which compete with the Events without prior written approval of the City, which approval shall lie in the sole discretion of the City. Nothing herein is intended to prevent or prohibit the Partnership from incidentally participating in or attending the Events in the future.

3. The partnership shall promptly return or deliver to the City, any and all items, equipment, inventory, and other property of the City, including all items, equipment, inventory, and property related to or otherwise used in connection with the hosting, marketing, promotion, planning, maintenance, or operation of the Names and Goodwill and/or the Events.

4. The Partnership hereby conveys, assigns, transfers, to the City, free from all liens, liabilities, and encumbrances whatsoever, all of the Partnership's right, title and interest in and to all of the following:

- a. The Names and Goodwill and all names, naming rights, intellectual property (including, but not limited to, trademarks, licenses, copyrights, trade secrets, and pending applications) and other intangible or tangible property related to or associated with the Names and Goodwill and/or the Events.
- b. To the extent not already addressed under Section 3 of this Agreement, all items, equipment, inventory, and property related to or otherwise used in connection with the hosting, marketing, promotion, planning, maintenance, or operation of the Names and Goodwill and/or the Events.
- c. All cash, deposits, assets, equipment, inventory, and other items of tangible personal property owned or held by or on behalf of the Partnership.
- d. Any license to sell, distribute, or dispense alcohol in connection with the Events, to the extent allowable under applicable licensing laws and regulations.
- e. The right to possession of the premises located at 415 West Magnolia Street, Leesburg, Florida 34748 (the "Partnership Premises").

The above-described items and property are hereinafter referred to as the "Assets". The Partnership shall cooperate with the City and execute any documents necessary to effectuate the transfer title of any of the Assets to the City as requested by the City,.

5. The City shall not assume any liabilities associated with the Assets, nor shall the City assume any accounts payable or other liabilities of the Partnership.

6. The Partnership represents, warrants and agrees as follows:

- a. The Partnership is the only party with any ownership interest in and to the Assets. The Partnership has all requisite legal power and authority to

enter into and to perform the terms of this Agreement.

- b. This action has been approved and duly authorized by the Partnership's governing board in conformance with the Partnership's articles of incorporation, bylaws, and other applicable governing documents, and there are no other preconditions or approvals required for the Partnership to enter into this Agreement.
- c. The Partnership has good and marketable title to all assets described in this Agreement, including, but not limited to, the Assets. All of the Assets, are free and clear of all restrictions on transfer or assignment and of all liens, security interests and encumbrances.
- d. To the best of the Partnership's knowledge and belief, the Partnership has complied with and is not in violation of any applicable federal, state and local laws affecting the Assets.
- e. To the best of the Partnership's knowledge and belief, all federal, state and local tax returns and reports required to be filed by the Partnership in connection with the Assets have been filed with the appropriate agencies. Such tax returns have been prepared and filed in accordance with the requirements of law, such tax returns are true and complete, and all taxes shown to be due thereon have been paid in full.
- f. There are no outstanding rights, options or commitments giving anyone any right to purchase any of the Assets.
- g. There is no litigation or proceeding pending or threatened against or relating to the Partnership or with respect to the Assets.
- h. If applicable, the Partnership shall make a final return and payment to the Florida Department of Revenue within fifteen (15) days after final approval of this Agreement by the City with respect to any and all sales tax, interest and penalties that may be due and owing from the Partnership to the Florida Department of Revenue with respect to the Assets. Upon the City's request, the Partnership shall produce a receipt from the Florida Department of Revenue showing that the Partnership has paid the final sales tax, interest and penalties that may be due or a certificate stating that no taxes, interest or penalties are due.
- i. The Partnership has not assigned or sublet the Partnership Premises and no party other than the Partnership has any right to possession of the Partnership Premises.

7. This Agreement shall be construed, interpreted, enforced, and governed in accordance with the laws of the State of Florida. Venue for any action arising out of or related to this Agreement shall lie exclusively in a court of competent jurisdiction in Lake County, Florida.

8. This Agreement shall be binding upon and shall inure to the benefit of the respective successors, heirs, assigns, representatives, affiliates, officers, officials, directors, partners, members, and joint ventures of the Parties.

9. Failure of either party to insist upon the strict performance of any of the terms, conditions, or provisions of this Agreement shall not be deemed to be a waiver of such terms, conditions, and provisions, and the parties, notwithstanding such failure, shall have the right hereafter to insist upon the strict performance of any or all such terms and conditions of this Agreement as set forth herein.

10. The Parties shall have all equitable and legal remedies available under Florida law to enforce the terms and conditions of this Agreement, and the terms of this Agreement shall be enforceable by specific performance or injunction. The parties acknowledge the unique nature and character of the Assets, particularly those related to the Events, and that a violation of this Agreement by the Partnership will cause irreparable harm to the City and that remedies at law are inadequate to compensate the City such harm. Notwithstanding the above, the Partnership waives any claim for, and the City shall not be liable for, any consequential or special damages pursuant to this Agreement.

11. This Agreement may not be changed, amended, waived, discharged, or terminated except by an instrument in writing, executed by all Parties. If any part of this Agreement is found invalid or unenforceable by any court of competent jurisdiction, such invalidity or unenforceability shall not affect the other parts of this Agreement if the rights and obligations of the Parties contained therein are not materially prejudiced and if the intentions of the Parties can continue to be effectuated. To that end, this Agreement is declared severable.

12. Each party waives the right to a jury trial for any disputes arising out of or related to this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in a manner sufficient to bind them on the day and year identified below.

CITY OF LEESBURG, FLORIDA, a Florida
municipal corporation,

James A. Burry, Jr., Mayor

Date: _____

Attest:

J. Andi Purvis, City Clerk

Approved as to form and content:

William Grant Watson, City Attorney
WITNESSES:

LEESBURG PARTNERSHIP, INC., a

Florida not for profit corporation,

Amanda Wettstein, President

Date: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me, **by means of ☐ physical presence or ☐ online notarization**, this ____ day of _____, 2023, by _____, as the President of Leesburg Partnership, Inc., a Florida not for profit corporation, who is ____ personally known or produced as identification _____.

(Seal)

NOTARY PUBLIC

WITNESSES:

LEESBURG PARTNERSHIP II, INC., a
Florida not for profit corporation,

Amanda Wettstein, President

Date: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me, **by means of ☐ physical presence or ☐ online notarization**, this ____ day of _____, 2023, by _____, as the President of Leesburg Partnership II, Inc., a Florida not for profit corporation, who is ____ personally known or produced as identification _____.

(Seal)

NOTARY PUBLIC

WITNESSES:

LEESBURG PARTNERSHIP III, INC., a

Florida not for profit corporation,

Amanda Wettstein, President

Date: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me, **by means of** ☐ **physical presence** **or** ☐ **online notarization**, this ____ day of _____, 2023, by _____, as the President of Leesburg Partnership III, Inc., a Florida not for profit corporation, who is ____ personally known or produced as identification _____.

(Seal)

NOTARY PUBLIC

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.C.2.

Meeting Date: September 11, 2023

From: Al Minner, (City Manager)

Subject: Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Lighthouse Construction Agreement with the Leesburg Boat Club; and providing an effective date.

Staff Recommendation:

Consider the request by the Leesburg Boat Club to construct a Lighthouse on Ski Beach.

Analysis:

The Leesburg Boat Club is requesting that the City Commission construct a Lighthouse on Ski Beach. The Club has conducted preliminary design and budget estimates which are attached. The estimated cost to construct the Lighthouse is \$508,761 or making a modification to include the historic anchor is \$555,261. There may also be some consideration to construct a restroom with the light house. Should the Commission wish to add this item, the cost estimate is \$250,000.

Procurement Analysis:

N/A

Options:

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

Fiscal Impact:

Funds for any level of this project would be taken from the remaining ARP Funds, whose balance is approximately \$692,000.

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A
LIGHTHOUSE CONSTRUCTION AGREEMENT WITH THE LEESBURG
BOAT CLUB; AND PROVIDING AN EFFECTIVE DATE.**

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

THAT the Mayor and City Clerk are hereby authorized to execute a Lighthouse Construction Agreement with the Leesburg Boat Club, whose mailing address is Post Office Box 491043, Leesburg, Florida 34749.

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 11th day of September 2023.

Mayor

ATTEST:

City Clerk

LIGHTHOUSE DONATION AND DEDICATION AGREEMENT

THIS LIGHTHOUSE DONATION AND DEDICATION AGREEMENT is hereby entered into on this ____ day of _____, 2023, by and between **THE CITY OF LEESBURG**, a Florida municipal corporation, whose mailing address is 501 West Meadow Street, Leesburg, Florida 34748 (the "City") and **LEESBURG BOATING CLUB, INC.**, a Florida not-for-profit corporation, whose mailing address is Post Office Box 491043, Leesburg, Florida 34749 (the "Boating Club").

Recitals

WHEREAS, the City is the owner of certain real property located along Lake Harris commonly known as "Venetian Gardens/Ski Beach" and identified as Parcel Identification Number 26-19-24-0004-000-04300 (the "Property");

WHEREAS, the Boating Club is a long-standing local non-profit organization whose interests include the advancement of boating and boating safety in and around the City and its waterways;

WHEREAS, the Boating Club proposes constructing a lighthouse on a portion of the Property and dedicating the same to the City for the purpose of promoting and advancing boating safety in and around the City and its waterways;

WHEREAS, the City finds that the lighthouse will promote the general health, safety, and welfare of residents and visitors within the City and will therefore allow construction of the lighthouse on a portion of the Property and will accept ownership and maintenance thereof upon completion in accordance with the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the matters stated above and of the mutual covenants and promises of the parties hereto, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Boating Club hereby agree as follows:

1. **Recitals**. The foregoing recitals are true and correct and are hereby incorporated herein for all purposes.

2. **Terms of Agreement**.

A. **Construction of Lighthouse**. The Boating Club will pay all costs to design, engineer, permit, construct, and install a lighthouse on a portion of the Property to be determined in the City's discretion after consultation with Boating Club. The lighthouse project is described more particularly in the proposal attached hereto as Exhibit "A" (the "Lighthouse").

B. **Construction and Conveyance**. Boating Club shall construct and install the Lighthouse according to engineering plans submitted by Boating Club and approved by the City prior to commencement of construction, subject to such changes as are mutually agreeable to the parties. Boating Club shall use best practices in procuring services and materials associated with the Lighthouse and shall construct and install the Lighthouse in accordance with all applicable local, state, and federal regulations. Boating Club will indemnify, save, and hold the City harmless from and against any and all claims, demands, damages, and liabilities arising out of or related to the construction activities of Boat Club on the Property and those construction activities of Boat Club's contractors, subcontractors, laborers, and suppliers.

Upon completion of the Lighthouse, Boating Club shall provide the City with the following: (i) a set of as-built drawings of the Lighthouse, (ii) an assignment of warranties applicable to the Lighthouse, (iii) final bond claim waivers and releases relating to the work along with other documentation sufficient to establish that the Lighthouse and any associated bond is free and clear of all liens and encumbrances whatsoever, and (iv) any such additional documentation necessary to transfer ownership of the Lighthouse to the City. The City will inspect the Lighthouse upon completion, and provided the Lighthouse is acceptable to the City, the City will issue a letter of acceptance at which point Boating Club will be relieved of all maintenance obligations associated with the Lighthouse.

C. Payment and Performance Bond. As reflected in the budget portion of Exhibit "A" attached hereto, Boating Club shall furnish a payment and performance bond for the Lighthouse acceptable to the City before commencing work.

D. Commencement of Construction. The Parties hereto agree that the construction of the Lighthouse contemplated by this Agreement shall commence no later than three hundred sixty-five (365) days after the Effective Date, unless the Parties agree to extend such timeframe in writing. The Parties agree to cooperate in good faith on extension requests related to supply chain disruptions and similar unforeseen events or circumstances.

E. Reimbursement of Costs. The City will reimburse Boating Club upon request in draws for the costs of constructing the Lighthouse. Boating Club shall furnish appropriate bond claim waivers in connection with such requests for reimbursement.

3. Authority. Each Party represents and warrants, with respect to itself, that the execution and delivery of this Agreement has been authorized by all necessary action of each Party, and that this Agreement constitutes the legal, valid, and binding agreement of each Party, enforceable in accordance with its terms.

4. Governing Law; Venue. This Agreement shall be construed, interpreted, enforced, and governed in accordance with the laws of the State of Florida. Venue for any action arising out of or related to this Agreement shall lie exclusively in a court of competent jurisdiction in Lake County, Florida.

5. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the respective successors, heirs, assigns, representatives, affiliates, officers, officials, directors, partners, members, and joint ventures of the Parties.

6. Non-Waiver. Failure by the City or Boating Club to insist upon the strict performance of any of the terms, conditions, or provisions of this Agreement shall not be deemed to be a waiver of such terms, conditions, and provisions, and the City and Boating Club, notwithstanding such failure, shall have the right hereafter to insist upon the strict performance of any or all such terms and conditions of this Agreement as set forth herein.

7. Enforcement; Remedies. The Parties shall have all equitable and legal remedies available under Florida law to enforce the terms and conditions of this Agreement, and the terms of this Agreement shall be specifically enforceable in court. Notwithstanding the above, Boating Club waives any claim for, and the City shall not be liable for, any consequential or special damages pursuant to this Agreement.

8. Severability. If any part of this Agreement is found invalid or unenforceable by

any court of competent jurisdiction, such invalidity or unenforceability shall not affect the other parts of this Agreement if the rights and obligations of the Parties contained therein are not materially prejudiced and if the intentions of the Parties can continue to be effectuated. To that end, this Agreement is declared severable.

9. **Disclaimer of Third-Party Beneficiaries.** This Agreement is solely for the benefit of the Parties and no right or cause of action shall accrue by reason hereof to, or for the benefit of, any third party not a formal party hereto. Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon or give any other third person or entity any right, remedy, or claim under or by reason of this Agreement or any provisions or conditions hereof, other than as expressly stated herein.

10. **Notices.** All notices and other communications required hereunder shall be in writing and shall be delivered personally, or by registered or certified mail, return receipt requested, postage prepaid, or by Federal Express or other nationally recognized overnight commercial delivery service, fees prepaid for next day delivery. Such notices shall be deemed to have been received: (i) upon delivery, if personally delivered; (ii) upon the earlier of actual receipt or the third day after mailing, if mailed by registered or certified United States mail, return receipt requested, postage prepaid; and (iii) upon the earlier of actual receipt or the next business day if sent by Federal Express or other nationally recognized overnight commercial delivery service, if fees are prepaid for next day delivery. The addresses for delivery of such notices shall be as follows:

- (a) Leesburg Boating Club, Inc.
Attn: _____
Post Office Box 491043
Leesburg, Florida 34748

With a copy to:

- (b) City of Leesburg
Attn: Al Minner, City Manager
501 West Meadow Street
Leesburg, Florida 34748

With a copy to:

William Grant Watson, Esq.
City Attorney
4850 N. Highway 19A
Mount Dora, Florida 32757

11. **Entire Agreement; Amendments.** This Agreement represents the entire understanding and agreement between the Parties with respect to the subject matter hereof. No representations have been made, either express or implied by the Parties, other than those expressly set forth in this Agreement. This Agreement or any part hereof may not be changed,

amended, waived, discharged, or terminated except by an instrument in writing, executed by all Parties.

12. **Construction; Headings.** The Parties acknowledge that they participated in the negotiation and drafting of the terms of this Agreement and acknowledge that no provision shall be strictly construed against one party or the other based solely on draftsmanship. All sections and descriptive headings in this Agreement are inserted for convenience only, and shall neither affect the construction or interpretation hereof, nor add or subtract from the meaning of the contents of each section. This Agreement shall be read and interpreted in such a manner as to give all provisions their ordinary and customary meaning, and all words, terms, and phrases not otherwise specifically defined by a capitalized term or otherwise shall have the same meaning and interpretation as customarily used among lay persons. All words, terms, and phrases specifically defined by a capitalized term shall apply throughout this Agreement in its entirety and not solely to the section or paragraph in which the term is used. In construing this Agreement, the singular shall be held to include the plural, the plural shall include the singular, and the use of any gender shall include every other and all genders.

13. **Public Records.** Pursuant to Section 119.0701, Florida Statutes, Boating Club shall comply with the Florida Public Records' laws, and shall:

(a) Keep and maintain public records required by the City to perform the services identified herein.

(b) Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if Boating Club does not transfer the records to the City.

(d) Upon completion of the contract, transfer, at no cost, to the City all public records in possession of the Boating Club or keep and maintain public records required by the City to perform the service. If Boating Club transfers all public records to the City upon completion of this Agreement, Boating Club shall destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. If Boating Club keeps and maintains public records upon completion of the contract, Boating Club shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

IF BOATING CLUB HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE BOATING CLUB'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY CLERK, J. ANDI PURVIS, AT 501 WEST MEADOW STREET, LEEBURG, FLORIDA 34748, (352) 728-9786 EXT 1150, ANDI.PURVIS@LEESBURGFLORIDA.GOV.

14. **Records and Audits.** Boating Club shall maintain in its place of business all

books, documents, papers and other evidence pertaining in any way to payments made pursuant to this Agreement. Such records shall be available at Boating Club's place of business at all reasonable times during the term of this Agreement and for ten (10) years from the date of final payment under this Agreement for audit or inspection by the City upon five (5) business days prior written notice.

15. **Equal Opportunity Employment.** Boating Club agrees that it will not discriminate and will provide in all contracts that its contractors will not discriminate against any employee or applicant for employment under this Agreement because of race, color, religion, sex, age or national origin and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age or national origin.

16. **Recording of Agreement.** This Agreement may be recorded at Boating Club's expense in the Public Records of Lake County, Florida, following its Effective Date.

17. **Effective Date.** This Agreement shall become effective upon approval by the City.

18. **Waiver of Jury Trial.** The Parties hereby knowingly, voluntarily, and intentionally waive any right to a jury trial with respect to any claims arising in connection with this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in a manner sufficient to bind them on the day and year identified above.

Signed, sealed, and delivered before me:

CITY OF LEESBURG, a Florida municipal corporation,

By: _____
James A. Burry, Jr., Mayor

Date: _____

ATTEST:

J. Andi Purvis, City Clerk

APPROVED AS TO FORM AND LEGALITY:

William Grant Watson, City Attorney

LEESBURG BOATING CLUB, INC., a
not for profit corporation,

By: _____

Name: _____

Title: _____

Date: _____

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me, **by means of** ☐ **physical presence** or ☐ **online notarization**, this ____ day of _____, 2023, by _____, as the _____ of Leesburg Boating Club, Inc., a Florida not for profit corporation, who is ____ personally known or produced as identification _____.

(Seal)

NOTARY PUBLIC

Exhibit "A"
(Lighthouse Proposal)



PROPOSED:
LIGHTHOUSE
VENETIAN GARDENS, LEESBURG FL

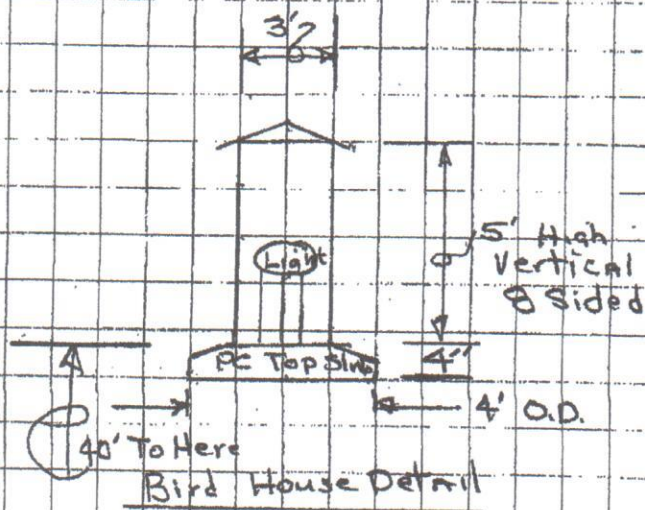
LEESBURG
CONCRETE COMPANY, INC
ARCHITECTURAL PRECAST CONCRETE & METAL FABRICATION

PROPOSED LEESBURG LIGHTHOUSE COST ESTIMATE

ACTIVITY	QUANTITY	UNITS	UNIT COST	EXTENDED
PROJECT MANAGEMENT	1	LS	36,000.00	36,000.00
INSURANCE AND GENERAL CONDITIONS	1	LS	10,000.00	10,000.00
CIVIL SITE DESIGN (ESTIMATE)	1	LS	25,000.00	25,000.00
PERMITTING	1	LS	1,000.00	1,000.00
SITE DEMOLITION AND RESTORATION	1	LS	61,882.00	61,882.00
SURVEY LAYOUT	2	WK	6,000.00	12,000.00
FOUNDATION EXCAVATION	3	DAYS	3,000.00	9,000.00
PILE FOUNDATION	16	EA	4,975.00	79,600.00
CONCRETE FOUNDATION AND FLOOR	15	CY	2,000.00	30,000.00
PRECAST LIGHTHOUSE ERECTED	1	LS	200,000.00	200,000.00
STEEL DOOR AT GROUND LEVEL	1	LS	600.00	600.00
ALUMINUM BIRD CAGE AT TOP	1	EA	10,000.00	10,000.00
GLASS ENCLOSURE ON BIRD CAGE	1	EA	1,000.00	1,000.00
PURCHASE LIGHT	1	EA	3,500.00	3,500.00
ELECTRICAL	1	LS	5,000.00	5,000.00
GC Overhead	1	LS	24,179.00	24,179.00
TOTAL ESTIMATED COST				508,761.00

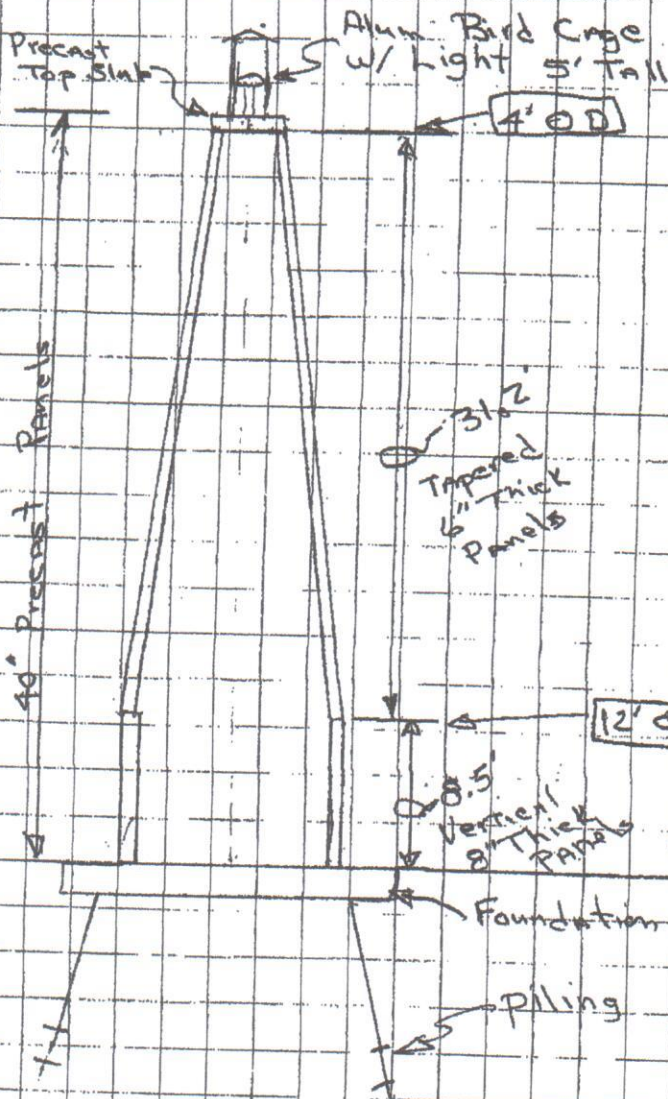
Estimated cost to provide additional features within the lower level of the Proposed Lighthouse to allow viewing and preservation of an Antique Anchor found in Lake Harris.

1. Pay Florida State the cost of Recovery, Restoration	\$	32,000.00
2. Add Windows to the existing Design for Viewing	\$	4,000.00
3. Install a Ceiling to be able to control Humidity in the Display area	\$	6,000.00
4. Const a support Frame to display the anchor	\$	1,500.00
5. Additional electrical to provide illumination on the anchor	\$	3,000.00
Estimated additional cost for the above activities	\$	46,500.00



It is anticipated the Bird Cage will be fabricated using aluminum framework, 8 sided, with tempered glass in each section. One section will be operable to allow access to the light for service. The light would be mounted on an aluminum frame approximately midway in the bird Cage.

the light operates on DC current. Power would be brought in through the foundation slab to the interior and an AC/DC inverter installed to supply current to the light. there should also be an interior light installed on a switch.



The entire precast structure will be 8 sided. the bottom 8.5 foot section will be vertical, the 31.2 feet above the bottom section will be tapered and topped with a precast slab for mounting the Bird Cage. The precast panels will be assembled using Imbedded weld plates. There will be a steel door in the bottom section for access to the interior.

The total weight of the structure above the top of the foundationslab will not exceed 200K lb.

Need Design from Bottom of Precast Tower Panels for Cost Estimate

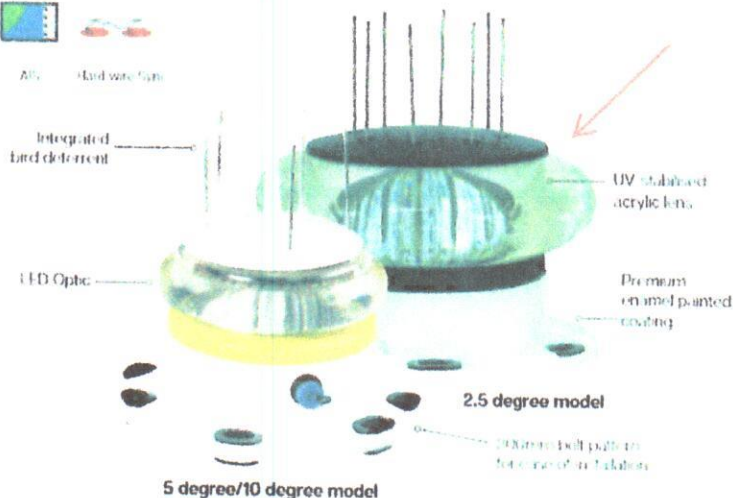
6-13NM Marine Lanterns

SL-155 Series – SL-155-2.5D, SL-155-5D & SL-155-10D



The SL-155 Series are 6-13NM medium range marine lanterns, available in 2.5, 5, or 10 degree vertical distributions.

A Wreck Light lantern to meet IALA recommendation 0-133 for temporary marking of danger or hazards is also available.



Small Form Factor

The single tier SL-155 with multiple intensity adjustments, high levels of efficiency, and minimal wind loading, offers significant advantages over other lens stack assemblies.

Advanced PC or IR Programming

Sealite's convenient PC Configuration Tool or IR programmer allows a host of features to be user set including;

- Multiple intensity settings
- 310 flash settings including custom character
- Automatic effective intensity adjustment
- Adjustable on/off lux levels
- Low battery threshold
- GPS synchronisation offset
- Alarm conditions



LED optic



IR Remote Programmer



5 degree/10 degree model with integrated AIS

Optional GPS Synchronisation

For flash synchronisation of lanterns a GPS module may be fitted.

When lanterns flash in synchronisation they can be clearly distinguished from other nav aids and confusing background lighting – ideal for rivers and channel marking.

Optional GSM Monitoring & Control

The SL 155 lanterns may also be fitted with a GSM Cell Phone Monitoring and Control System – enabling users to access real-time diagnostics data and change lantern settings via cell-phone. The system can also be configured to send out alarm SMS text messages to designated cellular telephone numbers. Users can also have alarms and reports sent to designated email addresses.

Optional Type 1 or Type 3 AIS - Integrated or External

The SL 155 lanterns (5 & 10 degree models) are available with a class leading integrated, low powered Type 1 or Type 3 AIS.

When fitted, the AIS is encapsulated within the body of the SL-155 to maintain the weatherproof integrity and come standard with GPS.

All 3 models can also be ordered with an external Type 1 or Type 3 AIS transponder if required, along with various solar power options.

Reliable

- Over 10,000cd luminous intensity white
- Compact single tier lantern up to 13NM visible range
- PC or IR Programmer for setup, diagnostic & testing
- Internal or external photocell options
- Advanced remote monitoring features
- Wide operating voltage range 10 – 30VDC
- Internal data-logging for long term retention of key operational parameters & alarm conditions
- Hardwire synchronisation supporting RS485, RS422
- General purpose input & output

Technical Specifications*

5° & 10° Models (SL-155-5D & SL-155-10D)

2.5° Model (SL-155-2.5D)

Light Characteristics

Light Source
Available Colours
Maximum Luminous Intensity (cd)*

High efficiency LEDs
Red, Green, White, Yellow
5 degree model:
Red - 2,765 Green - 2,796 White - 4,611 Yellow - 2,778
10 degree model:
Red - 2,368 Green - 2,213 White - 3,910 Yellow - 2,041

High efficiency LEDs
Red, Green, White, Yellow
2.5 degree model:
Red - 6,357 Green - 6,052 White - 10,505
Yellow - 5,414

Visible Range (NM)

AT @ 0.74: 6-13
AT @ 0.85: 7.8-19.2

AT @ 0.74: 6-13
AT @ 0.85: 7.8-19.2

Horizontal Output (degrees)

0 - 360

0 - 360

Vertical Divergence (degrees)

5 or 10

2.5

Available Flash Characteristics

Up to 310 including 256 IALA recommended, & 1 custom

Up to 310 including 256 IALA recommended, & 1 custom

Intensity Adjustments

User adjustable

User adjustable

LED Life Expectancy (hours)

>100,000

>100,000

Electrical Characteristics

Average Power (W)

Variable up to 18

Variable up to 22

Circuit Protection

Polarity protected

Polarity protected

Nominal Voltage (VDC)

12-24

12-24

Temperature Range

-40 to 80°C

-40 to 80°C

Physical Characteristics

Body Material

Marine grade two-part epoxy coating

Marine grade two-part epoxy coating

Lens Material

UV-stabilised acrylic

UV-stabilised acrylic

Lens Diameter (mm/inches)

171 / 6 7/8

224 / 8 7/8

Lens Design

Multiple LED optic

Multiple LED optic

Mounting

3 & 4 hole 200mm bolt pattern

3 & 4 hole 200mm bolt pattern

Height (mm/inches)

217 / 8 5/8

231 / 9 1/8

Width (mm/inches)

230 / 9

230 / 9

Mass (kg/lbs)

5 / 11

5.5 / 12 1/4

Product Life Expectancy

Up to 12 years

Up to 12 years

Environmental Standards

Shock

MIL-STD-202G Test Condition H, Method 213B 30G vertical and 35G horizontal shock
MIL-STD-202G, Test Condition B, Method 204D 5G in all axes

MIL-STD-202G Test Condition H, Method 213B 30G vertical and 35G horizontal shock
MIL-STD-202G, Test Condition B, Method 204D 5G in all axes

Immersion

MIL-STD-202G, Method 104A

MIL-STD-202G, Method 104A

Ice Loading

Rated to withstand 22kg/m²

Rated to withstand 22kg/m²

Humidity

0 - 100%, condensing

0 - 100%, condensing

Waterproof

IP68

IP68

Certifications

CE & Electrical

FCC Part 15 Rules & ICES-003.
EN61000-6-1: 2007 (IEC61000-6-1:2005) Part 6-1 Immunity.
EN61000-6-3: 2007 (IEC61000-6-3: 2006) Electromagnetic compatibility (EMC) - Part 6-3 Emission.
IEC61000-4-2: 2008 Ed 2 Part 4-2 Electrostatic discharge immunity test Level 4.
IEC61000-4-3: 2010 Ed 3.2 Part 4-3. Radiated, radio-frequency, electromagnetic field immunity.
IEC61000-4-6: 2008 Ed3, Electromagnetic compatibility (EMC) - Part 4-6 Immunity.
Signal colours compliant to IALA E-200-1
Emergency Wreck Marking Recommendation 0-133 ISO9001:2015

FCC Part 15 Rules & ICES-003.
EN61000-6-1: 2007 (IEC61000-6-1:2005) Part 6-1 Immunity.
EN61000-6-3: 2007 (IEC61000-6-3: 2006) Electromagnetic compatibility (EMC) - Part 6-3 Emission.
IEC61000-4-2: 2008 Ed 2 Part 4-2 Electrostatic discharge immunity test Level 4.
IEC61000-4-3: 2010 Ed 3.2 Part 4-3. Radiated, radio-frequency, electromagnetic field immunity.
IEC61000-4-6: 2008 Ed3, Electromagnetic compatibility (EMC) - Part 4-6 Immunity.

IALA

Quality Assurance

Signal colours compliant to IALA E-200-1
Emergency Wreck Marking Recommendation 0-133 ISO9001:2015

Intellectual Property

Trademarks

Warranty *

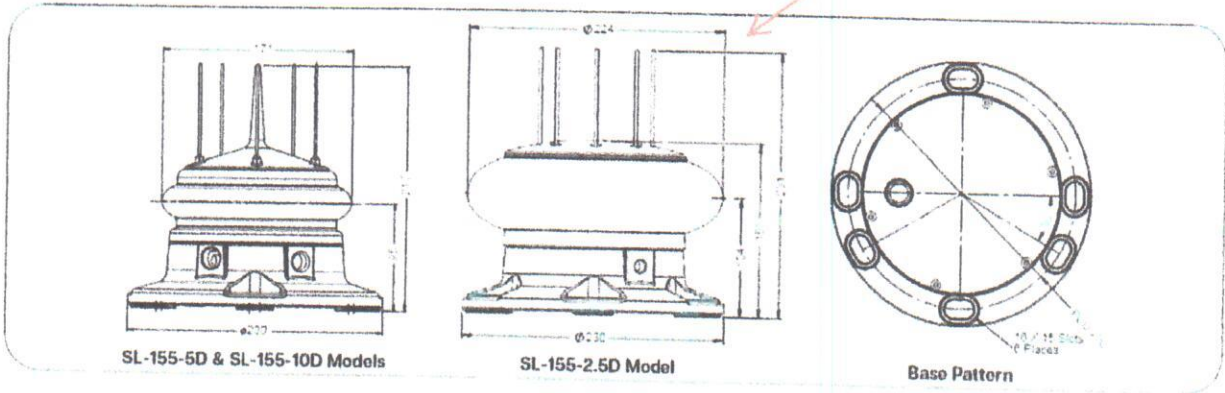
Options Available

SEALITE® is a registered trademark of Sealite Pty Ltd
3 years
• GPS Synchronisation
• AIS Type 1 or Type 3
• GSM Monitoring & Control System
• RS232/422/485 Communication Port
• General purpose Input & output
• Variety of solar/battery configurations
• Serial programming cable
• Hard-wire Synchronisation

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• Variety of solar/battery configurations
• Serial programming cable
• Hard-wire Synchronisation



Technical Illustration



Optical Performance

Maximum luminous intensity (cd)

	RED	GREEN	WHITE	YELLOW
2.5deg	6,357	6,052	10,505	5,414
5deg	2,765	2,796	4,611	2,778
10deg	2,368	2,213	3,910	2,041

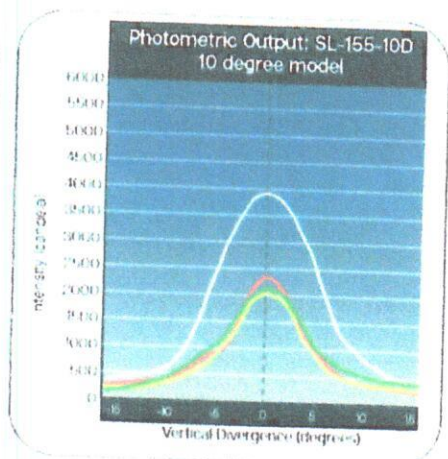
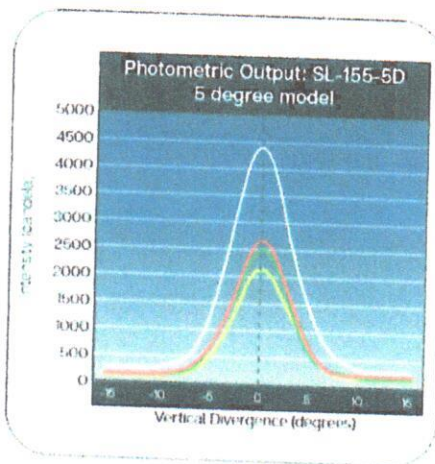
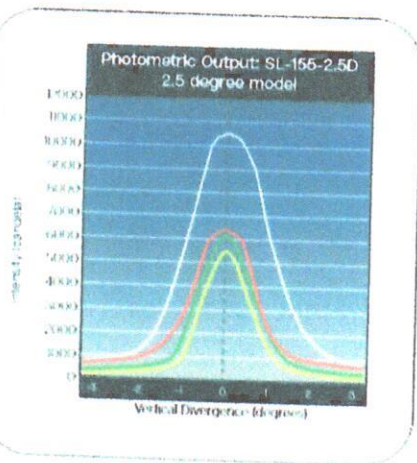
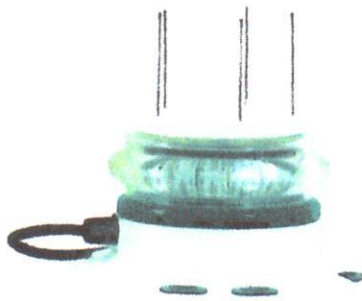
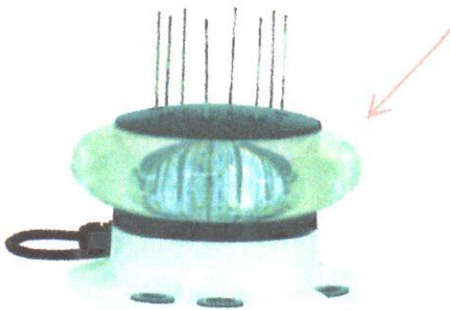
Emergency Wreck Mark - Optical Performance

Effective intensity (cd)

	YELLOW	BLUE
10deg	37	44

Average night-time power consumption

10deg	0.170AH
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We believe technology improves navigation™



[illegible]

MULTIPLY VALUES ABOVE BY 1.4 FOR EXPOSURE C	MULTIPLY VALUES ABOVE BY 1.0 FOR EXPOSURE D
28, 15.8 P5F, 57.0 P5F	18.1 P5F, 42.5 P5F
3E, 15.8 P5F, 57.0 P5F	18.1 P5F, 42.5 P5F
3E, 15.8 P5F, 67.0 P5F	16.1 P5F, 37.8 P5F
4, 21.2 P5F, 72.0 P5F	24.3 P5F, 46.3 P5F
5, 21.2 P5F, 78.3 P5F	24.3 P5F, 52.5 P5F

1. CONCRETE AND GROUT SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 3600 PSI AT 28 DAYS.

2. ALL STEEL BARS FOR REINFORCEMENT SHALL BE A305 STEEL BARS.

3. ALL REINFORCEMENT SHALL BE PLACED IN ACCORDANCE WITH THE REQUIREMENTS OF ASTM A615, GRADE 60.

4. ALL REINFORCING SHOWN CONTINUOUS SHALL BE LAP SPICED AS SHOWN BELOW:

9" 15"
4" 20"
8" 25"

5. COVER OVER REINFORCEMENT SHALL BE:

3" - CONCRETE LAST AGAINST FORM

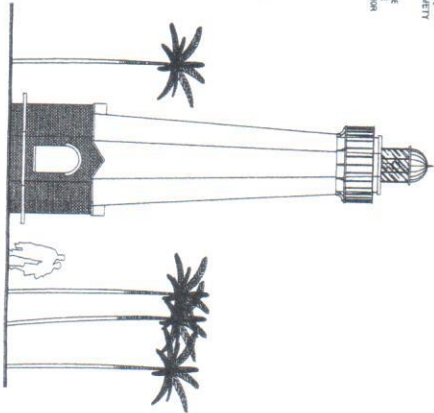
1-1/2" - SECOND REIN

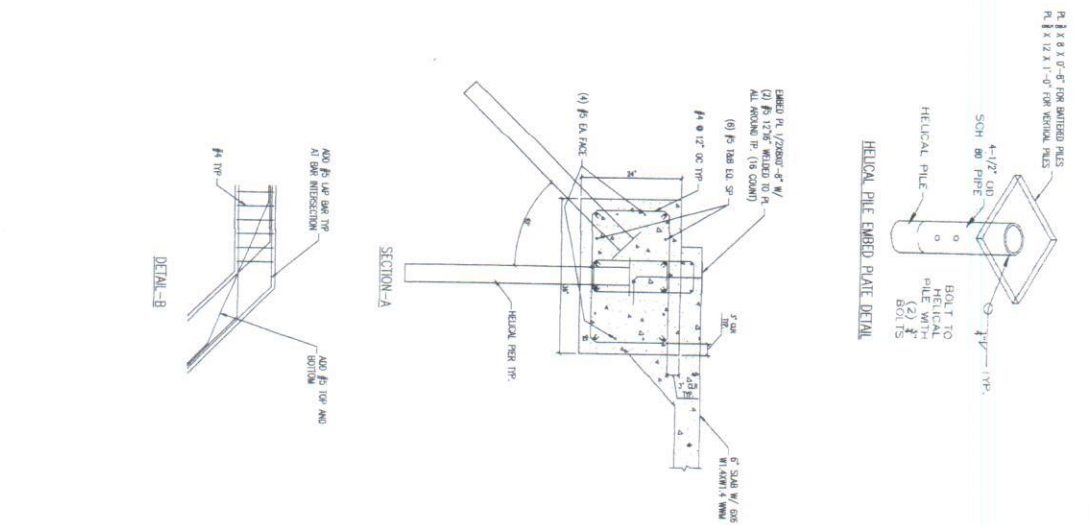
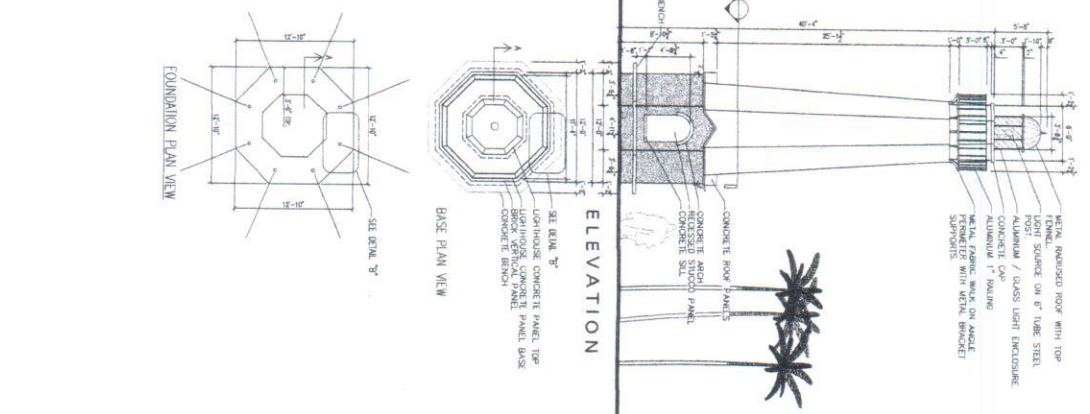
1-1/2" - SECOND REIN

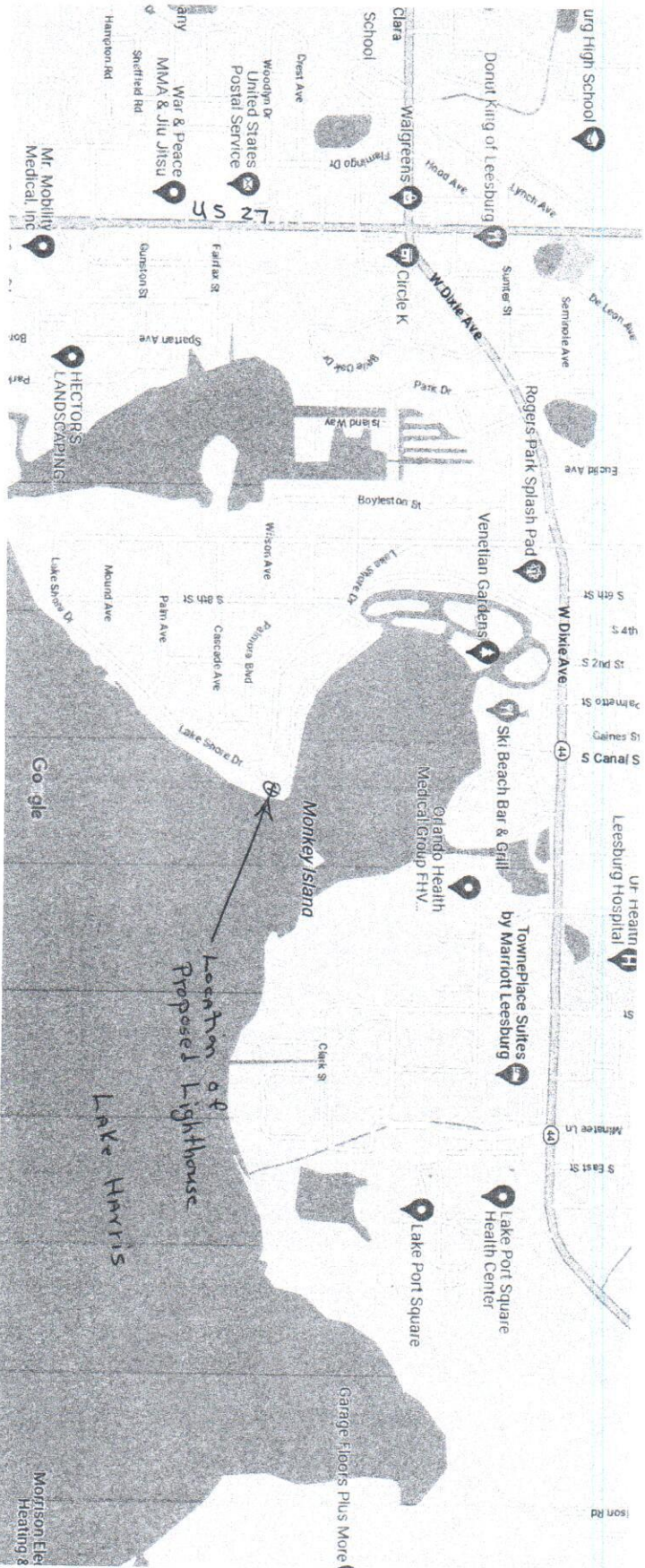
- FOUNDATION NOTES:**
1. ALL REINFORCING BARS SHALL EXTEND CONTINUOUSLY, LAPPED WITH COMB LAPS OR DOBBELT LAPS, IN ACCORDANCE WITH THE REINFORCING BAR SCHEDULE.
2. ALL CAST-IN-PLACE CONSTRUCTION SHALL CONFORM TO ALL LATEST EDITIONS OF THE FOLLOWING:
- ACI 308R-11, CONCRETE MIXTURES
- ACI 309-10, CONCRETE PUMPING PLACEMENT, PLACING, AND FINISHING
- ACI 318-11, BUILDING CODE REQUIREMENTS FOR STRUCTURAL CONCRETE
- ACI 332R-10, CONCRETE TESTING AND INSPECTION
- ACI 347-10, GUIDE TO FORMWORK FOR CONCRETE
- ACI 348-10, CONCRETE FINISHES
- ACI 349-10, CONCRETE REPAIRS
- ACI 352-10, CONCRETE REPAIRS
- ACI 353-10, CONCRETE REPAIRS
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- ACI 532-10, CONCRETE REPAIRS
- ACI 533-10, CONCRETE REPAIRS
- ACI 534-10, CONCRETE

1. STEEL WORK SHALL CONFORM TO THE AISC SPECIFICATION FOR STRUCTURAL STEEL BUILDINGS — LOAD RESISTANCE FACTOR DESIGN.
2. MATERIAL SHALL CONFORM TO THE FOLLOWING EXCEPT AS NOTED:

- [illegible]

[illegible]





Leesburg FL



October 4, 2022

Project No.: CPGT-22-243

To: Leesburg Boat Club
P.O. Box 491043
Leesburg, Florida 34749

Subject: Geotechnical Study
Proposed Ski Beach Lighthouse
Leesburg, Lake County, Florida

At your request and per your authorization, Andreyev Engineering, Inc. (AEI) has completed a geotechnical investigation for the above referenced project. The purpose of this study was to obtain geotechnical data to assist in the planning and design of the proposed Ski Beach Lighthouse. This report presents the results of our geotechnical investigation along with an evaluation of the soil and groundwater conditions encountered.

SITE LOCATION AND PROJECT DESCRIPTION

The proposed Ski Beach Lighthouse site is located at the east of Lake Shore Drive, east of Lake Harris within Section 26, Township 19 South, Range 24 East in Leesburg, Lake County, Florida. We understand the proposed project will consist of the construction of a lighthouse structure. A quadrangle map U.S.G.S. Topographic Map is presented on the attached **Figure 1**, a Soil Survey Map on **Figure 2** and an Aerial Photograph map showing the boring locations is presented on **Figure 3**.

SCOPE OF FIELD EXPLORATION

The scope of our field investigation consisted of the following:

- Mobilized crew and drilling equipment to the site.
- Performed two (2) Standard Penetration Test (SPT) borings to a depth of 50 feet below existing grade within the proposed lighthouse area.
- Performed two (2) moisture and organic content laboratory tests.
- Measured the stabilized groundwater table depth at each boring location at the time of drilling.

- Performed engineering recommendations for proper design of shallow foundation systems in consideration of the encountered soils, including site preparation, and a deep foundation system.
- Prepared this summary report with results of field investigations, evaluations and geotechnical recommendations.

SOIL AND GROUNDWATER CONDITIONS

The approximate locations of the borings are shown on the attached **Figure 3**. Please note that survey control was not provided for our field investigation. Therefore, the locations of the borings indicated on the attached **Figure 3** should be considered approximate.

Representative portions of each soil strata identified in the borings were packaged and sealed for transportation to our laboratory for further examination and visual classification by a geotechnical engineer.

Soil Conditions

The soil types encountered at the boring locations are presented in the form of soil profiles on the attached **Figure 4**. The stratification presented on **Figure 4** is based on visual examination of the recovered soil samples and the interpretation of the field logs by a geotechnical engineer.

In general, the borings encountered the following soil type:

Stratum No.	Soil Description	USCS GROUP
1	Light brown to brown to grayish brown fine sand	(SP)
2	Organics	(PT)
3	Grayish brown clayey fine sand	(SC)
4	Gray to very light gray slightly silty to silty fine sand	(SP-SM)

Please refer to the soil profiles on the attached **Figure 4** for specific boring data. The information presented on the soil profiles represent the subsurface conditions encountered at the noted boring locations. Accordingly, the materials between and away from the boring locations may vary from those encountered at the specific boring locations. The strata boundaries presented on the soil profiles have been approximated. The actual boundaries may be gradual or otherwise not clearly defined.

The results of the moisture and organic content tests are presented in the following table and on the soil profiles on the attached **Figure 4**.

Boring	Sample Depth (feet)	Moisture Content (%)	Organic Content (%)
B-1	4 to 6	195.1	23.9
B-1	6 to 8	143.8	19.2

Standard Penetration Tests (SPT) were conducted in general accordance with ASTM Standard D-1586. Closely spaced SPT tests with split barrel sampling were performed in the upper 10 feet, with successive tests carried out at 5-foot intervals thereafter. The upper 4 feet in boring B-2 was hand augured to avoid damage to buried utilities. The SPT blow counts "N-Values" are shown adjacent to the boring profiles in **Figure 4**. The "N" values have been empirically correlated with various soil properties and are considered to be indicative of the relative density of cohesionless soils and the consistency of cohesive material.

The N-values ranged between 2 to 23 blows/foot, indicating the density of the soil to range from very loose to medium dense. A 3-foot layer of organic soils were encountered in the two borings B-1 and B-2 at 4 feet below ground surface. General correlations of the SPT N-values with relative density of sands and consistency of clay are provided in the following table:

Sand		Clay	
Penetration Resistance N (blows/ft)	Relative Density of Sand	Penetration Resistance N (blows/ft)	Consistency of Clay
0-4	Very Loose	<2	Very Soft
4-10	Loose	2-4	Soft
10-30	Medium-Dense	4-8	Medium
30-50	Dense	8-15	Stiff
>50	Very Dense	15-30	Very Stiff
		>30	Hard

NRCS Soil Survey

Based on the review of the United States Department of Agriculture, Soil Conservation Service, Soil Survey for Lake County, the project site area contains the following soil types:

Soil Unit #	Name	High Water Table Depth (inches)	General Soil Profile
7	Arents	30 to 60	0 to 80": sandy clay loam

A copy of the NRCS soil survey map is shown on the attached **Figure 2**.

Fluctuation of the groundwater table should be anticipated throughout the year due to variations in seasonal rainfall. We estimate that the seasonal high groundwater table to occur at 0.5 to 1 foot above the recorded level.

EVALUATION AND RECOMMENDATIONS

General

The following conclusions and recommendations are based on the project characteristics previously described, the data obtained from our field exploration and our experience with similar subsurface conditions.

Based on the results of our study, we are of the opinion that the soil and groundwater conditions encountered in the area of borings B-1 through B-6 are generally suitable for construction of the proposed lighthouse using a helical pier deep foundation system.

Deep Foundation System

It is our opinion that helical pier is the choice deep foundation system for this project. The primary advantage to using helical piers is that the subsurface conditions are variable across the site and the installation depths will be determined by the torsional resistance encountered at each specific location. Another advantage of this type of deep foundation system is that installation does not produce much spoil material. Pile capacities will need to be determined and verified by the product manufacturer as this type of foundation system is proprietary. We recommend that the allowable design capacities be $\frac{1}{2}$ of the ultimate capacities (factor of safety of 2). For preliminary design/cost estimating purposes, we estimate that pile depths will range from 35 to 45 feet below existing grade.

Excavations

All excavations should be constructed in accordance with applicable local, state and federal regulations including those outlined by the Occupational Safety and Health Administration (OSHA). It is the contractor's responsibility for designing and constructing safe and stable excavations. Excavation should be sloped, benched or braced as required to maintain stability of the excavation sides and bottoms. Excavations should consider loads resulting from equipment, fill stockpile and existing construction. Any shoring needed to maintain a safe excavation should be designed by a professional engineer registered in the State of Florida in accordance with local, state and federal guidelines.

LIMITATIONS OF REPORT

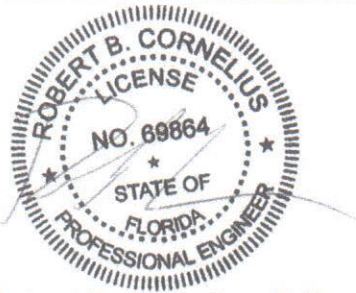
The analyses and recommendations submitted in this report are based upon the anticipated location and type of construction discussed herein and the data obtained from

the soil borings performed at the locations indicated and does not reflect any variations which may occur beyond these borings. If any variations become evident during construction, or if the structure location(s), type or loading changes, a re-evaluation of the recommendations contained in this report will be necessary after we have had an opportunity to observe and evaluate the characteristics of the conditions encountered. Shifting or moving the structure location(s) will require additional evaluation. When final design plans and specifications are available, a general review by our office is strongly recommended to check that the earthwork and foundation recommendations are properly interpreted and implemented.

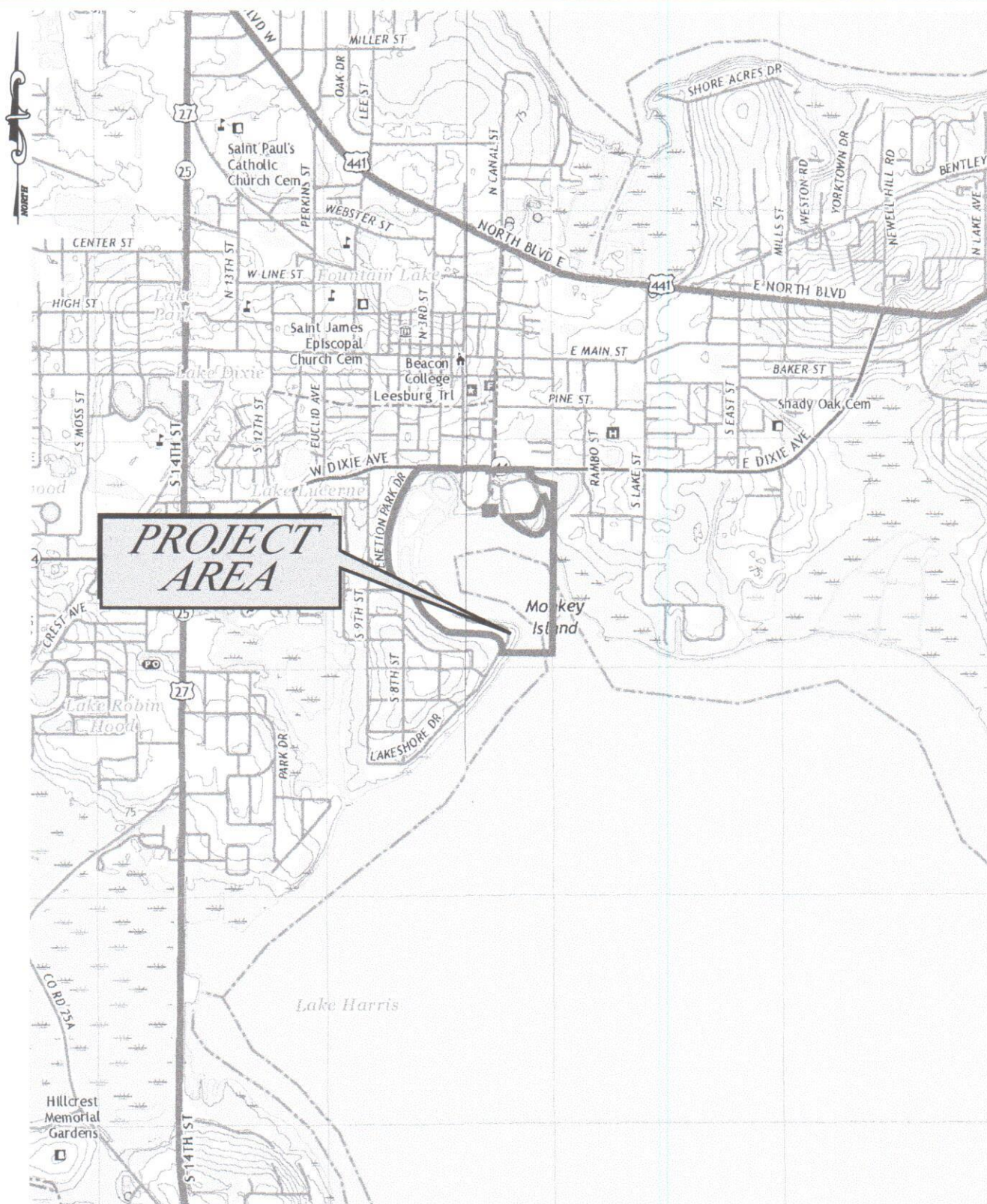
CLOSURE

AEI appreciates the opportunity to participate in this project, and we trust that the information herein is sufficient for your needs. If you have any questions or comments concerning the contents of this report, please do not hesitate to contact our office.

Sincerely,
ANDREYEV ENGINEERING, INC.



Robert B. Cornelius, P.E.
Vice President
Florida Registration No. 69864



REFERENCE:
 U.S.G.S. LEESBURG EAST AND
 WEST, FLA.
 QUADRANGLE MAP
 DATED 2021
 SECTION 26
 TOWNSHIP 19 SOUTH
 RANGE 24 EAST



**Andreyev
 Engineering,
 Inc.**

APPROXIMATE SCALE:

1"=2000'

DATE: 9/23/22

ENGINEER: RC

PN: CPGT-22-243

DRAWN BY: JA

GEOTECHNICAL STUDY
**PROPOSED SKI BEACH
 LIGHTHOUSE**

LEESBURG, LAKE COUNTY, FLORIDA

U.S.G.S. TOPOGRAPHIC MAP

FIGURE 1



REFERENCE:
U.S.D.A. N.R.C.S. WEB SOIL SURVEY

LEGEND:
17 ARENTS



**Andreyev
Engineering,
Inc.**

APPROXIMATE SCALE:

1"=300'

DATE: 9/23/22

ENGINEER: RC

PN: CPGT-22-243

DRAWN BY: JA

GEOTECHNICAL STUDY
**PROPOSED SKI BEACH
LIGHTHOUSE**

LEESBURG, LAKE COUNTY, FLORIDA

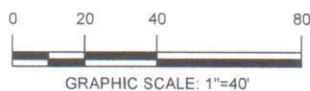
N.R.C.S. SOIL SURVEY MAP

FIGURE 2



LEGEND:

⊕ APPROXIMATE LOCATION OF SPT BORING



**Andreyev
Engineering,
Inc.**

APPROXIMATE SCALE:

1" = 40'

DATE: 9/23/22

ENGINEER: RC

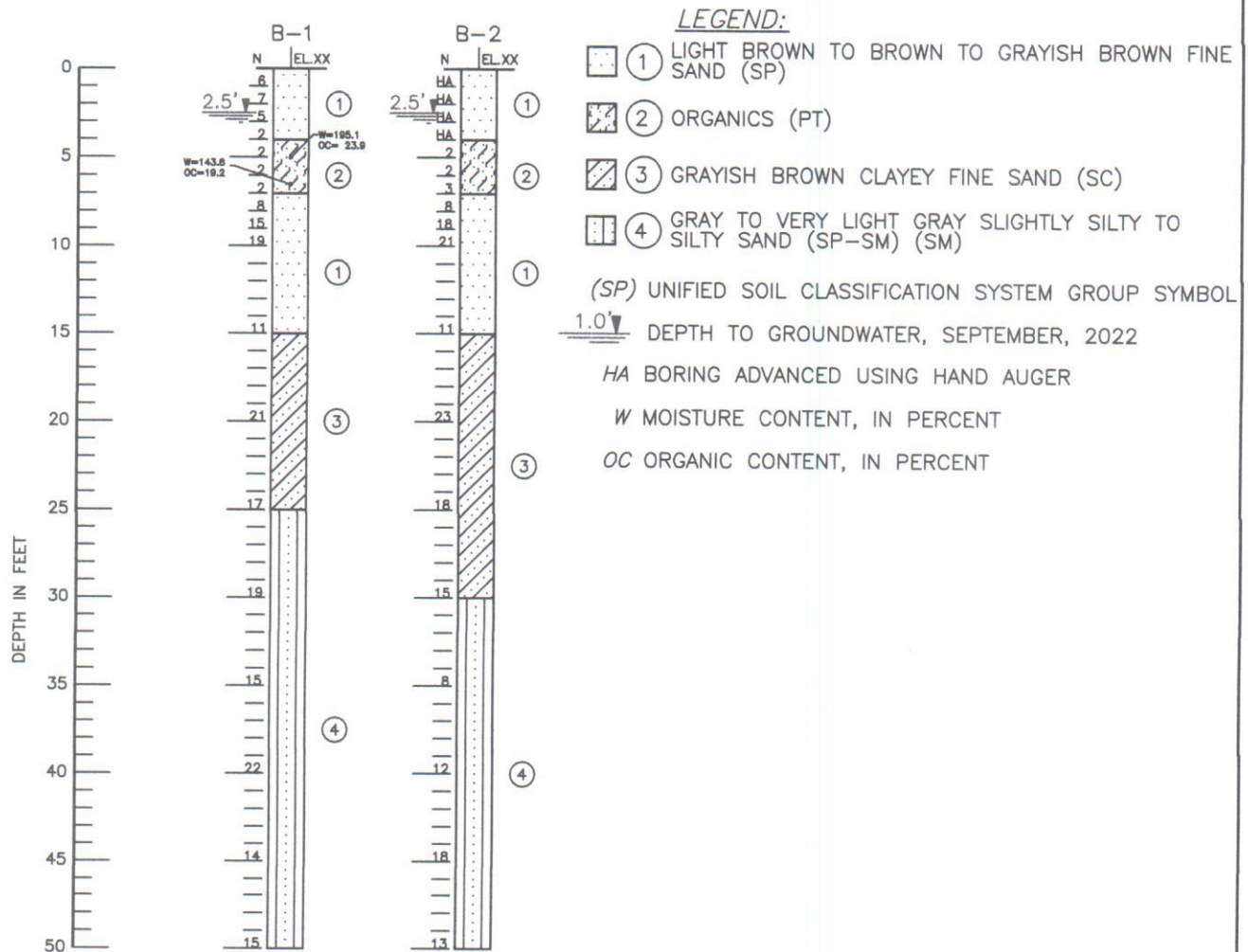
PN: CPGT-22-243

DRAWN BY: JA

GEOTECHNICAL STUDY
**PROPOSED SKI BEACH
LIGHTHOUSE**
LEESBURG, LAKE COUNTY, FLORIDA

BORING LOCATION

FIGURE 3



**Andreyev
Engineering,
Inc.**

APPROXIMATE SCALE:

1" = 10'

DATE: 9/23/22

ENGINEER: RC

PN: CPGT-22-243

DRAWN BY: JA

GEOTECHNICAL STUDY
**PROPOSED SKI BEACH
LIGHTHOUSE**
LEESBURG, LAKE COUNTY, FLORIDA

SOIL PROFILES

FIGURE 4