

**AGENDA
CITY COMMISSION MEETING
CITY HALL, 501 W MEADOW STREET
MONDAY, APRIL 8, 2024 5:30 PM**

1. CALL TO ORDER

INVOCATION

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

2. PROCLAMATIONS:

A. Leesburg High School Girls Weightlifting Team State Championship

B. Arbor Day

3. PRESENTATIONS:

A. September 30, 2023 CAFR Review by MSL

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 March 25, 2024

B. PURCHASING ITEMS:

1. **Resolution of the City Commission of the City of Leesburg, Florida, authorizing the City to use the Master Services Agreement awarded by the Florida Municipal Power Agency (FMPA) to Quanta Technology, LLC., to provide continuous consultant services; and providing an effective date.**
2. **Resolution of the City Commission of the City of Leesburg, Florida, authorizing approval of a photo enforcement services agreement between the City of Leesburg and Altumint, Inc.; and providing an effective date.**

C. RESOLUTIONS:

1. **Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute the Statewide Mutual Aid Agreement between the State of Florida and the City of Leesburg, Florida; providing for reciprocal emergency aid and ensuring the timely reimbursement of costs incurred by local governments; and providing an effective date.**
2. **Resolution of the City Commission of the City of Leesburg, Florida, amending the Workday Schedule and Fee Schedule for Aircraft Inspection and Clearance at Leesburg International Airport by the U.S. Customs and Border Protection; 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 Gas Service Agreement between the City of Leesburg and Burgland Investments, LLC, for the purpose of setting forth the terms under which the city will provide natural gas service to the development known as Sleepy Hollow; and providing an effective date.**
4. **Resolution of the City Commission of the City of Leesburg, Florida approving a Special Transfer of up to \$500,000 from the General Fund to the Electric Utility Fund, returning approximately two months of the budgeted Electric Transfer; and providing an effective date.**
5. **Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Gas Service Agreement between the City of Leesburg and DWPM Ventures, LLC, for the purpose of setting forth the terms under which the city will provide natural gas service to the development known as Hills of Leesburg; and providing an effective date.**

6. PUBLIC HEARINGS AND NON-ROUTINE ITEMS:

A. SECOND READING OF ORDINANCES

- 1. An Ordinance of the City of Leesburg, Florida, adding a PDO (Planned Development Overlay), with a waiver from Section 25-282 (a) (1) PDO five-acre minimum, to the existing R-3 (High Density Residential) zoning, on approximately 0.22 +/- acres to allow for an office, retail, and classroom uses for a property generally located south of East Main Street and west of Mike Street, lying in Section 25, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date. (CDC Office Mike Street PDO)**
- 2. An Ordinance of the City of Leesburg, Florida, amending the City Code of Ordinances, by amending Article IV, Chapter 9 - Elections; providing for five single member commissioner districts; providing for severability; providing for 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 47.68 +/- acres; and being generally located east of U.S. Highway 27 and north of Windmill Road, lying in Section 25, Township 20 South, Range 24 East, Lake County, Florida; providing that said property so annexed shall be liable for its proportionate share of the existing and future indebtedness of said city; providing that such annexed property shall be subject to all laws and ordinances of said city as if all such territory had been a part of the City of Leesburg at the time of passage and approval of said laws and ordinances; providing that such annexed territory shall be placed in City Commission District 3; and providing an effective date. (Mar-Jo Pines Sharp Properties ANNX)**
- 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 47.68 +/- acres from Lake County Rural Transition to City Estate Residential, for a property generally located east of U.S. Highway 27 and north of Windmill Road, lying in Section 25, Township 20 South, Range 24 East, Lake County, Florida; and providing an effective date. (Mar-Jo Pines Windmill Sharp Properties SSCP)**
- 3. An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 147.40 +/- acres from City of Leesburg PUD (Planning Unit Development) to City of Leesburg PUD (Planned Unit Development) to allow for a single-family residential development for a property generally located east of U.S. Highway 27 and north of Windmill Road, lying in Sections 25, 36, and 30, Township 20 South, Ranges 24 and 25 East, Lake County, Florida; and providing an effective date. (PUD Mar-Jo Pines**

Windmill Sharp Properties)

C. NON-ROUTINE ITEMS

1. None

7. INFORMATIONAL REPORTS:

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

A. None

8. CITY ATTORNEY ITEMS:

9. CITY MANAGER ITEMS:

A. Leesburg Bikefest Update

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.



March 20, 2024

To the Honorable Mayor and
Members of the City Commission
City of Leesburg, Florida

We have audited the financial statements of the City of Leesburg, Florida (the “City”) as of and for the year ended September 30, 2023. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards, as well as certain information related to the planned scope and timing of our audit. We have communicated such information in our letter to you dated January 30, 2024. Professional standards also require that we communicate to you the following information related to our audit.

SIGNIFICANT AUDIT FINDINGS

Qualitative Aspects of Accounting Practices

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by the City are described in Note 1 to the financial statements. No new accounting policies were adopted and the application of existing policies was not changed during 2023 except for the implementation of GASBS No. 96, *Subscription-Based Information Technology Arrangements*. We noted no transactions entered into by the City during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management’s knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The significant estimates included in the City’s financial statements are estimates for Other Postemployment Benefits (OPEB) and Net Pension Liability.

The disclosures in the financial statements are neutral, consistent, and clear.

DIFFICULTIES ENCOUNTERED IN PERFORMING THE AUDIT

We encountered no significant difficulties in dealing with management in performing and completing our audit.

CORRECTED AND UNCORRECTED MISSTATEMENTS

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are trivial, and communicate them to the appropriate level of management. We did not note any misstatements which would be required to be communicated.

To the Honorable Mayor and
Members of the City Commission
City of Leesburg, Florida
March 20, 2024
Page 2

DISAGREEMENTS WITH MANAGEMENT

For purposes of this letter, professional standards define a disagreement with management as a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

MANAGEMENT REPRESENTATIONS

We have requested certain representations from management that are included in a management representation letter dated March 20, 2024.

MANAGEMENT CONSULTATIONS WITH OTHER INDEPENDENT ACCOUNTANTS

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the City's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

OTHER AUDIT FINDINGS OR ISSUES

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the City's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

OTHER INFORMATION IN DOCUMENTS CONTAINING AUDITED FINANCIAL STATEMENTS

With respect to the supplementary information accompanying the financial statements, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with accounting principles generally accepted in the U.S., the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the supplementary information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves.

This information is intended solely for the use of the Mayor, Members of City Commission, and management of the City and is not intended to be, and should not be, used by anyone other than these specified parties.

Very truly yours,

MSL, P.A.

CITY OF LEESBURG, FLORIDA

Required Auditor Communications
Fiscal Year Ended September 30, 2023

Presented by:
Joel Knopp, CPA
Shareholder



The background of the slide is a low-angle photograph of several palm trees reaching towards a clear blue sky. In the upper right, a portion of a white building with blue accents is visible. The image is split by a diagonal line that runs from the bottom left to the top right, creating two triangular sections.

AUDIT OVERVIEW

The MSL logo consists of the letters 'MSL' in a bold, white, serif font, set against a black rectangular background. A thin blue horizontal line is positioned directly beneath the letters.

MSL

FLORIDA ROOTS. GLOBAL REACH.

Required Communications



- Auditor Responsibilities
- Management Responsibilities
- Internal Controls and Compliance
- Significant Matters
- Management Representations
- Assigned Individual for Oversight
- Audit Schedule

Services and Deliverables



Auditor's Report on Financial Statements (Pages 14 - 16)

- Unmodified Opinion

Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters (Pages 230-231)

- No internal control findings related to financial reporting and no compliance findings

Services and Deliverables *(Cont.)*



Auditor's Report on Compliance for Each Major Federal Program and on Internal Control over Compliance (Pages 232 - 234)

- No compliance findings and no internal control findings related to compliance for the major federal programs

Services and Deliverables *(Cont.)*



Independent Accountant's Report (Page 238)

- No compliance findings

Auditor's Management Letter (Pages 239 - 240)

- No management letter comments

The background of the slide is a low-angle photograph of several palm trees reaching towards a clear blue sky. In the upper right, a portion of a multi-story building with a light-colored facade and many windows is visible. The image is split by a diagonal line that runs from the bottom left to the top right, creating two triangular sections.

FINANCIAL HIGHLIGHTS



FLORIDA ROOTS. GLOBAL REACH.

City-Wide Analysis (Pages 34-35)



	<u>Governmental Activities</u>		<u>Business-type Activities</u>	
	<u>2023</u>	<u>2022</u>	<u>2023</u>	<u>2022</u>
Current Ratio	2.6	2.6	4.0	5.4
Total Assets & Def Outflows	\$140.8M	\$139.9M	\$441.7M	\$438.7M
Total Liabilities & Def Inflows	\$79.5M	\$82.6M	\$155.3M	\$164.1M
Total Net Position:				
Net Investment in Capital Assets	\$55.5M	\$54.0M	\$207.5M	\$199.6M
Restricted	\$11.9M	\$8.9M	\$6.8M	\$7.5M
Unrestricted	\$(6.1M)	\$(5.6M)	\$72.1M	\$67.5M
Unrestricted NP as a % of Total Expenses	(16.3%)	(16.3%)	66.4%	61.9%
Change in Net Position	\$3.9M	\$4.8M	\$11.8M	\$17.3M
Income (before Contributions And Transfers)	N/A	N/A	\$12.9M	\$14.1M

General Fund (Pages 41-45)



	<u>2023</u>	<u>2022</u>
Total Assets	\$19.0M	\$17.5M
Total Liabilities	\$2.5M	\$2.4M
Fund Balance:		
Nonspendable	\$0.7M	\$0.7M
Restricted	0.2M	0.2M
Committed	0.0M	0.1M
Assigned	1.3M	2.0M
Unassigned	<u>14.3M</u>	<u>12.1M</u>
Total Fund Balance	\$16.5M	\$15.1M
Unassigned FB as a % of Total Expenditures and Transfers Out	43.0%	39.8%
Net Change in Fund Balance	\$1.4M	\$0.8M

General Fund Budget (Page 126)



	Budget	Actual	Positive (Negative)
Resources:			
Beginning Fund Balance	\$15.1M	\$15.1M	
Total Revenues & Transfers In	<u>30.8M</u>	<u>34.7M</u>	\$3.9M
Total Resources	45.9M	49.8M	
Total Expenditures & Transfers Out	<u>32.9M</u>	<u>33.3M</u>	<u>(0.4M)</u>
Ending Fund Balance	\$13.0M	\$16.5M	
Net Change in Fund Balance	\$(2.1M)	\$1.4M	\$3.5M

Questions or Comments



**AGENDA MINUTES
CITY COMMISSION MEETING
CITY HALL, 501 W MEADOW STREET
MONDAY, MARCH 25, 2024 5:30 PM**

1. CALL TO ORDER

The City of Leesburg Commission held a regular meeting on Monday, March 25, 2024, 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.

Before continuing the meeting, he informed the audience about the Sunnyside/Magistrate PUD under first readings. He would have the planning and zoning director explain the PUD, but we will not have any public comments tonight. Comments on that will be heard at the second reading. Later on the agenda we will have a discussion about the magistrate's rendering, at which point they will allow for public comments.

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.

Dr. Erika Jasper of 2110 Johns Avenue, said she wanted to bring public awareness of the annual spring-cleaning cleanup, which will be held on Saturday, April 6th. They will meet at Berry Park, J. L. Johnson Park, and Susan Street Park. They are soliciting volunteers or anyone who needs community service hours.

Murray Tucker of Lone Oak Cemetery Board of Trustees said he was there on behalf of the board and himself to thank the city for their participation in Sgt. Hall's funeral. All the agencies did a phenomenal job. Commissioners showed up along with the staff. They pulled up in a fire truck, which was breathtaking. It was a lifetime event and everyone made the city look superb. On behalf of the board, he thanked the city, they should be very proud.

5. CONSENT AGENDA:

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

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

The roll call vote was:

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

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

A. CITY COMMISSION MEETING MINUTES:

1. Regular meeting held March 11, 2024

B. PURCHASING ITEMS:

1. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute Amendment One to an Existing Task Order with Dewberry Engineers, Inc. for additional permitting services; and providing an effective date.

ADOPTED RESOLUTION 11,796

C. RESOLUTIONS:

1. **Resolution of the City Commission and the City of Leesburg to authorize the Leesburg Police Department to purchase replacement ballistic protective vests, ballistic protective helmets, and a full service K-9 with training through the use of the Police Forfeiture funds; and providing an effective date.**

ADOPTED RESOLUTION 11,797

2. **Resolution of the City Commission of the City of Leesburg, Florida, accepting a Utility Easement to the City of Leesburg from Kane Roman Distributors, LLC, for the purpose of granting the City an Easement over the property described therein; and providing an effective date.**

ADOPTED RESOLUTION 11,798

3. **Resolution of the City Commission of the City of Leesburg, Florida, accepting a Utility Easement to the City of Leesburg from Silver Lake Pointe Community Association, Inc. and Stanley Martin Homes, LLC, for the purpose of granting the City an Easement over the property described therein; and providing an effective date.**

ADOPTED RESOLUTION 11,799

6. PUBLIC HEARINGS AND NON-ROUTINE ITEMS:

A. SECOND READING OF ORDINANCES

1. **None**

B. FIRST READING OF ORDINANCES

1. **An Ordinance of the City of Leesburg, Florida, in accordance with the Special Magistrate's recommendation pursuant to the Sunnyside Lake Landing Holding, LLC, and Cenizo Ventures Florida, LLC v. City of Leesburg, dated January 15, 2024, rezoning approximately 120.5 +/- acres, from PUD (Planned Unit Development) to PUD (Planned Unit Development) to allow for 150 detached single family residential dwelling units on a property located south of U.S. Highway 441 and west of**

Sunnyside Drive as legally described in Sections 29 and 32, Township 19 South, Range 25 East, Lake County, Florida; and providing an effective date. (Sunnyside/Magistrate PUD)

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

Mayor Burry asked the planning and zoning director to provide some history of this item. **CA Watson** pointed out he would like to get everyone sworn in before beginning. He asked for anyone in attendance, including city staff, who wished to provide testimony on any first reading or non-routine item to stand and raise their right hand. He swore them all in.

PZD Miller said this was the first reading for the PUD that the magistrate provided recommendations for. This request is for a rezoning of approximately one hundred and twenty point five acres. It is generally located south of US 441 and west of Sunnyside Drive. The project includes one hundred and fifty units on one hundred and twenty acres for a gross density of one point two five units per acre. This is the proposed PUD as the result of the special magistrate's recommendation of the settlement agreement, which will be heard tonight on the agenda under non-routine items. This PUD differs from the PUD application that was originally submitted to the city in the following areas. The total acreage of the project has been lowered from one hundred and thirty-nine acres to one hundred and twenty acres, which is due to the land to the east of Sunnyside Drive being dropped from the plan. The total number of units under consideration was reduced from one hundred and fifty-nine units to one hundred and fifty units. Dropping the total number of units increased the size of a few open space buffering areas, meaning adjacent to the nearest properties of existing residences. He did not have the exact number, but it did increase a little bit. All requirements of the PUD as previously presented have been maintained, which includes the requirement for fifty, seventy, and eighty foot lots, design and architectural standards for the houses at twenty-five feet and planted buffers around the perimeter of the property. There is a requirement for a boulevard with turning lanes, sidewalks, and upgrading the roadway adjacent to the property, as well as preservation of the wetlands and recreational requirements that remain. **Mayor Burry** asked if there were any questions for the planning and zoning director. There were none. As this is the first reading, it will come back before the commission on April 8th for the second reading.

2. **An Ordinance of the City of Leesburg, Florida, adding a PDO (Planned Development Overlay), with a waiver from Section 25-282 (a) (1) PDO five-acre minimum, to the existing R-3 (High Density Residential) zoning, on approximately 0.22 +/- acres to allow for an office, retail, and classroom uses for a property generally located south of East Main Street and west of Mike Street, lying in Section 25, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date. (CDC Office Mike Street PDO)**

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.

PZD Miller stated this was the first reading for the CDC Office/Mike Street Planned Development Overlay (PDO). This is a request from the CDC Corporation for a planned development overlay to allow for office, retail, and classroom uses. The property is generally located on point twenty-two acres. It is

located on the west side of Mike Street, south of Main Street. It is about halfway down Mike Street. Heading east on Main Street, this would be on the right side. The lot goes all the way through from Mike Street to Childs Street. It makes a double frontage lot. For some background, the planned development overlay is similar to planned unit developments, but they are simply an overlay to add additional uses, conditions, or design for uses not found in the underlined zoning district. In this case, it would be very similar to the PDO that was done for the CDC down at the corner, same thing. The property is zoned R-3, high density residential and the proposed uses are office, retail, and classrooms. This is the office of James Durdan, who was the first African American attorney in the city. **Mayor Burry** asked about the overlay. It looks like there is a house kind of on both sides of the property line. **PZD Miller** stated the only way to determine that one hundred percent is to have a specific survey done. They find that this happens quite a bit when scaling the maps in and out, and sometimes it appears it is a little bit over even though it is not. In this case, he could not guarantee either way. They do find that scaling maps in and out makes it a little difficult. **Mayor Burry** asked what the plans were for the house. **PZD Miller** answered the building would stay. They are not planning to do anything other than renovations to the building. This is a historically significant building for sure. **Commissioner Berry** asked about the original building. It is the original attorney's office. Will they be extending beyond that? **PZD Miller** answered right now they have no plans to do that, but they could in the future. All they want to do is refurbish the building and add some additional uses for offices, retail, and classrooms. **Commissioner Berry** requested more information on the actual project as a whole because, as she understands, this would be the second overlay. **PZD Miller** agreed. **Commissioner Berry** asked if they anticipated anymore coming forward. **PZD Miller** said that depends these are individualized situations. A PUD generally encompasses a planned unit development, and it generally covers a larger area which includes all the zoning for that area. A PDO is an overlay to add something to that area to make it more useful. **Commissioner Berry** asked if it could be changed again. **PZD Miller** answered yes, it could. **Commissioner Berry** asked if there was a way to get further information on this. She would like to have a clear understanding, so when other PDO's come up she has a true feel for what is happening. She was invited to a meeting which she plans to attend, and she is hoping to get all that information. She would like to know what is coming up in terms of planning and the actual goals, whether it be short term or long term for the Pine Street project.

John Christian of 903 CR 468 said the reason he asked for the PDO was because this building had people renting it. The newest tenant is involved with the State of Florida and Medicare. They are in need of an actual office. Although the attorney's office is on residential property, and unfortunately it is in this neighborhood, they are bound by the identity bills used for commercial zoning and uses. It has residential zoning, which is the reason for the PDO. This building has already been remodeled. It will be used by the new tenants. However, they need state approval and zoning for a commercial use. That was why he had to engage the city, in order to get that zoning. If they did not need state approval, he would not be there asking for a PDO. Unfortunately, Mr. Durand's law office was zoned residential and that was why they needed to update that. He would provide the commission the plans. They have several businesses set up there, and he would give a proper introduction of all the businesses on Pine Street to the city commission, so everyone has the plans of the CDC. **Mayor Burry** asked if there were any other questions from the commission. There were none. He asked for public comments. There were none. He stated this item would lay over until the meeting of April 8th.

3. An Ordinance of the City of Leesburg, Florida, amending the City Code of Ordinances, by amending Article IV, Chapter 9 - Elections; providing for five single member commissioner districts; providing for severability; providing for 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 asked the city attorney to provide an update on this item. **CA Watson** stated this was a housecleaning type ordinance. When the charter was amended to account for districts four and five, there would no longer be floating seats. However, the city code was not updated, and this item makes sure that the city code is consistent with the charter amendment. The charter amendment would govern anyway, but this ensures that the code and charter are consistent. **Mayor Burry** stated this item would lay over until the meeting of April 8th.

4. An Ordinance of the City of Leesburg, Florida, amending the boundary lines of the Village Community Development District No. 14, pursuant to chapter 190, Florida Statutes; and providing an effective date. (Villages CDD 14 Amendment)

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 asked the planning and zoning director to provide an overview.

PZD Miller stated this item was for the Villages CDD-14 amendment which covers the overall boundary of the area, which encompasses the Community Development District 14 within the Villages of West Lake. Everyone should be pretty familiar with CDD's by now. They are provided under Chapter 190 of the Florida Statutes as a way of creating and funding special purpose districts. These districts manage, finance, and deliver basic community services such as water, wastewater, roads, bridges, and security. They are limited to specific areas, and cannot encumber debt to the local governments. They have no zoning or police powers. They would like to amend the acreage to eliminate thirteen hundred and seventy-two acres from the current two thousand three hundred and eighty-five acres. They would end up with one thousand and thirteen acres in this district. The one thousand and thirteen acres consists of the area on CR 470. Referring to a map, he said The Villages wants to keep the CR 470 area where the houses are currently being constructed. The area they want to get rid of is south of CR 470 and north of the Turnpike down in the old renaissance trail area. The area they would like eliminated from the CDD-14 is the area being proposed for people who work in The Villages who are not fifty-five years old. That area will eventually get its own CDD. Beyond that, the city has six or seven other CDD's, and we anticipate a number more coming as the city develops. **Mayor Burry** asked if there were any comments or questions. There were none. He stated this item would lay over to an undetermined meeting in May for second reading.

C. NON-ROUTINE ITEMS

1. Resolution of the City Commission of the City of Leesburg, Florida accepting the settlement agreement with Sunnyside Lake Landing Holding, LLC and Cenizo Ventures, LLC; and providing an effective date.

ADOPTED RESOLUTION 11,800

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

Mayor Burry asked the city manager to provide an overview of this item.

CM Minner said the city has been considering the Sunnyside Lake Land Holding, LLC., situation for a couple of years now. This evening we are considering a resolution to accept the settlement agreement. Essentially, the city commission turned down the petition to rezone along with the comprehensive plan for this property that included the number of units, acreage and uses that the planning and zoning director outlined earlier this evening on first readings. The city previously annexed some of the property, but never moved forward with the zoning or land use. When we did this, the commission, by a two to two vote, denied the request for land use. That denial caused the applicants to file a petition against the city. They asked the court to provide a legal interpretation of the actions taken by the city for denying the request. The vote was two to two for denial and because it was a majority vote, that meant they needed three votes. A tie vote is considered as a denial. When filing a petition against a municipal corporation there are certain steps outlined in the state statutes for that process. It is a three-step process, and mediators are required to be hired, and both sides get to pick their own mediator. The city picked a land use attorney who has handled several cases. He is an experienced land use attorney by the name of Carlos Alvarez. He served as the special magistrate on behalf of the city. The first step in mediation is to have both sides meet. Prior to the mediation hearing, the commission held two or three shade meetings, which were posted correctly and the records from those meetings have been kept. All records from the shade meetings will be made public once the matter has been settled. Everything that was discussed, reviewed, and considered will become a public record after settlement. However, after mediation, there was no movement by either side because the commission wanted to enforce the Sunnyside task force resolution that was laid out and developed back in the early 2000s. That resolution laid out a series of lesser density development options for US 441 heading south to the tip of Sunnyside. That area would have consisted of one to three units per acre. Now, remember the commission denied the development because it infringed upon the Sunnyside task force agreement. The petitioners wanted a PUD of one hundred and fifty-nine units and the city commission wanted a development in the neighborhood of thirty or forty units, so obviously, there was a big disparity. Mediation was actually very short, we met in the morning for about three hours. We reviewed everything and found there was no reasonable way to solve the issue, so we had to move to step two. Step two of the process was to have a rehearing of the case. The hearing was conducted by the city and the special magistrate who served as a quasi-judicial parliamentarian for the proceedings. At those proceedings, the city was represented by Brionez & Brionez and the petitioners were represented by Attorney Brent Spain. Each side made their case to the special magistrate and, based on that testimony, Mr. Alvarez provided a recommended order, which was to ensure that the Sunnyside accords that were previously approved be implemented and the petitioners' PUD be approved. In short, the special magistrate's recommendation came back in January, and it was made part of this proceeding. The special magistrate's report has now been made public. It was included in the agenda packet in two locations; first under first readings of ordinances, which was the PUD, and it was also made part of this resolution. There is a forty-page recommendation made by Mr. Alvarez who completed the review and ruled in favor of the petitioner. His recommendation was completely in favor of the petitioner. He did not yield one iota of the city's argument. After that, we held another shade meeting and the direction of the commission was that it would be in the best interest of the city to consider a settlement agreement. So, after that shade meeting, we instructed attorneys Brionez & Brionez to get with Mr. Spain to work out a settlement agreement. At this point, there are two options left for the city. One is to approve the settlement agreement that is before the commission tonight and that settlement agreement would end the dispute. We would agree to implement the order recommended by the special magistrate, which is the PUD that the planning and zoning director spoke about on first readings, and the commission should approve the resolution ending the settlement. They have one more stab at this when the PUD comes forward for final approval. It is important to point out that even though the PUD was heard on first readings, it is not an approval. That was just the first reading of the ordinance, which is part of the

process to adopt a PUD by ordinance. The final process of the PUD will be heard on April 8th, at which point a public hearing will be held and will include public comments. Procedurally, the petitioner would normally have to petition the planning and zoning department with proper applications, which would be reviewed by staff. It would normally go before the planning and zoning board before coming to the city commission for two readings. Normally, after first reading, the applications would be submitted to the state for recommendation because there is a large modification at stake. However, in this case, it was deemed unnecessary because the petitioner had previously gone through that process. Therefore, repeating the process was not required statutorily and that was in the ruling by the special magistrate. Now, we are left with the process of settling the dispute and approving the PUD. If we do not settle, we will enter the third phase of the process, which would be the circuit court. That is an option for the commission, but staff has recommended to settle the matter based on the special magistrate's report. He pointed out that each side kept all costs associated with litigation, which means the petitioner paid for their attorney and the city paid for their attorney. That was important to mention. The recommendation and information provided by the special magistrate in the report is very important, and the recommendation is to settle the matter and move forward with adoption of the PUD on April 8th.

From the audience, **Mr. Cauthon** asked the city manager to provide a listing of when all the meetings were held. **CM Minner** replied he could provide that for him later. He did not have that information readily available. **Mayor Burry** asked for public comment.

Murray Tucker said he was a bit confused because PUDs have a second reading, and he was under the impression that this was the first reading of the settlement. He thought the decision would be made at the second reading. His team was going to defer until the next reading. **CM Minner** replied he was incorrect. This process is two-phased. We have to approve the settlement agreement, and, pending which way the commission goes, the next step would be to adopt the PUD. However, the settlement agreement states the petitioners' PUD would have to be approved. For example, if the recommended order had been in the city's favor, the petitioner may not have wanted to move forward with their PUD, so we would not have the PUD issue to deal with. In this case, one way or another, the city has to deal with the PUD. It was determined that the city turning down the PUD was incorrect, and we have to settle the matter. We have the recommended order, which says if this body agrees with the recommended order, we have to do a PUD. If we went back to court we would see the same outcome. We will have a court order stating we have to approve the PUD. The PUD has to be adopted in some sort of fashion. The process is not germinate on what comes first; the chicken or the egg. The PUD is adopted by ordinance with two readings of the ordinance which has been set up. The second reading is potentially set for April 8th. The settlement matter is done by resolution because the settlement is an agreement, not a PUD, and we adopt agreements by resolution. Both the PUD and agreement have been duly advertised. **Mr. Tucker** said he understood, but that was not the way it was presented to him. Had he known, he would have had a full team present. He did not know if he agreed with how this was going down, because their team would not have a chance to present.

From the audience, **Mr. Cauthon** said he wanted to move for a continuation, considering the notice was only sent out on March 12th, and he believed the testimony by the city was that they had the agreement back in January. As a party to the application regarding the Sunnyside agreement, they did not receive notice. In fact, one commissioner did not receive notice until last Friday. They are asking for additional time since this has been going on for years. He was of the position that this may prejudice the homeowners because the notice was sent out on March 12th. A number of residents who live within the area guidelines did not receive the notice. **CM Minner** responded that he respected his legal opinion. However, at the end of the day, the commission knew about the proceedings, the public knew about the proceedings, and the resolution to adopt the settlement agreement was publicly advertised and duly followed the correct process. It would be up to the commission to continue this matter. There are time

parameters associated with a continuance that the petitioner would have to agree to along with the attorneys who are in the back of the room nodding their heads, so they are in agreement with what was said. If they believe there are grounds for action in the future, he would respect that opinion. **Mr. Cauthon** asked if he could tell him who the applicants were. **CM Minner** answered the applicant is Sunnyside Lake Land Holding LLC., and Cenizo Ventures, LLC., who are represented by Attorney Brent Spain. **Mr. Cauthon** pointed out that Cenizo Ventures was not a valid Florida Corporation. That corporation lapsed, so they cannot proceed due to the lapse in corporate entity. That corporation was dissolved. **CM Minner** said duly noted.

Mayor Burry asked the city attorney if they needed to pause due to that information. **City Attorney, (CA) Mark Brionez** of Brionez & Brionez answered no. The city already has everything they need in front of them. As a matter of fact, the special magistrate's order has a certain time period in which the commission has to act. The petitioner agreed to extend the time period to today, and they have the settlement agreement in front of them. From the audience, **Mr. Cauthon** questioned the corporation. It shows dissolved and lapsed, so why is the commission being asked to vote on it today? **CA Brionez** said pursuant to the special magistrate's order, unless the petitioner agrees to extend the time period, they have to take action on this item. They are present in the audience, and they can speak about that.

Brent Spain of Theriaque & Spain, 1809 Edgewater Drive, Orlando said he was there on behalf of the petitioners. With the dissolving of the corporation that was handed out, this entity is a Delaware Corporation, so the information provided on Florida Sunbiz is not accurate. That was a different entity. The information for the owners of the subject site was corrected in the settlement agreement which was attached to the agenda packet. They can see where their client signed it, crossed out Florida limited liability company and initialed it. They stated it was a Delaware limited liability company. Actually, it is a Texas limited liability company, so the information that the gentleman handed out was not accurate. With respect to continuing this, at the end of the day, that is a matter within the city's discretion. No one in the room should be surprised about this matter being on the agenda. It has been covered by the local newspaper and Mr. Tucker attended the special magistrate hearings. He was sure he had been actively following the matter with the city either by email communications or public record requests. He was a bit surprised by them suggesting that somehow they were prejudiced by this. As a land use attorney with twenty-four years of practice, it seemed like they were trying to put an argument on the record, so they could potentially challenge it down the road by saying they were prejudiced. The reality of it all, is that they have a full and fair opportunity to present at the second hearing. Also, tonight was the first time he heard it was scheduled for April 8th. He wanted to go on the record saying he would be in Massachusetts on April 8th looking at a school for his son. He asked that the second reading be held on April 22nd, which is the following meeting. It would also provide an additional two weeks for everyone to get prepared. He wanted to clarify a few things for the record because a few commissioners were not on the board in March 2022 when this matter was denied by a two to two vote, which was a technical denial. There were only four members present and the annexation was denied. The annexation involved was for eighteen and a half acres located on the east side of Sunnyside Drive. The future land use was also denied on the eighteen and a half acres, so that reverted the PUD proposal back to the original parent track of one hundred and twenty acres, which the city annexed in 2005. The city rezoned it to PUD in 2005 and assigned a future land use to the one hundred and twenty acres in 2006 of estate-residential. He was not here for a comprehensive plan amendment because there is no annexation or land use change. The first reading occurred earlier this evening on the proposed modified PUD. The proposed resolution would approve the settlement agreement. The settlement agreement's purpose is to implement the special magistrate's recommendations that followed an all-day evidentiary hearing which Mayor Burry attended. There was full cross-examination of the witnesses who introduced all the evidence because it was a mini-trial. It was more formal than a regular zoning hearing and it went all day. There was a forty-page order entered that was in favor of his client on all issues raised. The magistrate recommended approval of the

modified plan that was touched upon earlier. It stated his client had reduced the number of total units, and increased the buffers and open space for the closest residential units. They intend to do a full presentation at the second reading for the record. However, the main issue he was counseled on two years ago was with the applicability of the Sunnyside task report. He did not want to bore everyone with details in the magistrate's order, but he did not just gloss over that issue. He thoroughly considered that issue, which he explained in detail for rejecting it, both from a factual standpoint of history on this property and a legal standpoint. The Task Force study was never implemented into the city's comprehensive plan or land development code. In fact, the magistrate quoted on page six of the order saying "there is no land use regulation in Florida, and unlikely in any state that would be enforceable or valid under such circumstances. Such a scenario is the definition of unreasonable and arbitrary, and certainly unfairly burdens the use of the property". He goes on in the actual body of the order to discuss why that is. Again, his client has been trying very diligently to be receptive to the city and the residents' concerns along with cognizant of the land use rights that were granted back in 2005 and 2006 with the future land use on the property in the prior PUD, which the magistrate indicated had never technically expired on the property. He asked respectfully for the commission's support of the settlement agreement which staff and his client support. His client has already executed the settlement agreement. At the end of the day, they will have a second and full reading of the PUD ordinance where Mr. Tucker and anyone can make a presentation. In theory, if the PUD is approved, and they do not like it, they have the right to retain counsel to try and challenge the approval in court. The matter before them this evening is the consideration of the settlement agreement and whether the commission decides to defer the settlement agreement to the second reading, which he asked to be on April 22nd. That would be a matter within their discretion. If that was the commission's decision, he would not kick, scream, or object to it. His client is eager to resolve this matter amicably because this has been going on for more than two years. He first became involved in 2019/2020, and he remembered having to wear a mask to that meeting, it was in the middle of covid. He appreciated the city's support, and he would answer any questions about the modified PUD. Their planner was also in the audience, but they did not intend to make any presentation tonight. This is an administrative hurdle that needs to be crossed in order to get to the second and final reading.

Mayor Burry asked if there were any questions for Mr. Spain. **Commissioner Pederson** said for clarity the city manager referenced a deadline for the city to approve this. He wanted to know if they were granting the city until April 22nd. He wanted to see if the city had their blessing on that. **Mr. Spain** answered the deadline under the statute said they had forty-five days to consider the recommendation and the recommendation was issued on January 15th. His client extended the deadline to tonight, March 25th. That was done in light of the settlement agreement. **Commissioner Pederson** thanked him for the answer. **Mr. Spain** added if a majority of them said they were inclined and preferred to defer both items until April 22nd, he would not object to it. He did not believe there were legal grounds raised by Mr. Tucker to do that because he was there just as he was, and he was not doing a presentation either. He will have an opportunity to do that during the second reading on April 22nd.

Mr. Cauthon said they were not asking to delay anything, they were asking that nothing be prejudicial today. There have been several calls made to city hall to find out the procedures. When the Sunnyside Homeowners Association met with the city several years ago, we entered into an agreement. It was posted on the map for the county and the city. That agreement was with the city, the county, and Sunnyside. Now, all of a sudden, they have learned that somebody's position was that it did not apply to them, yet the resolution is still on the books. It had not been vacated. They want an opportunity to come back before the board without being prejudiced by not having their whole group there. The same thing happened last time. They did not have a big group on day one, but they did on day two, which they intend to do again. They also have counsel who was not able to come today. Their counsel told them not worry about it, because there was no prejudice to the city.

Wendy Beringer said she owns fourteen acres that share a boundary with the proposed development. She has owned it since September 2021 and the notice she received about this meeting was the absolute first notice she has received. When she bought the property, it was supposed to be a family compound for her retirement. They saved and scraped whatever they could to buy that property, and she did not intend to have a neighborhood on the side of them. They were leaving a neighborhood to come to a rural area. All the language speaks about existing residences, and it is zoned R-2, so she could put up multiple structures for her family on that piece of property, which she fully intends to do. She called the city to ask for a plot of the development. She spoke with a Dan who did not give her anything. He told her he would get back with her. She told him that she had not been told about it, and he said he would find out and let her know. She never heard back from him, so she showed up tonight thinking this was not a decision-making night. Her husband was not present. They never had the option to get legal counsel of their own to fight this. She does not want one hundred and fifty homes next to her dream property. You can speak the language all you want, but if this was happening next to your dream property you would not just lay down for it. It was very upsetting and this was the first she had seen. She read the city's comprehensive plan, and she was not involved with the PUD, but at that time she did not own the property. She cannot see how this PUD fits into the comprehensive plan with roads and ecological preservation. There are gopher tortoises and tons of other reasons for not putting a planned unit development in the middle of beautiful Lake County. We already have enough. They are just being greedy. There is no reason to put one hundred and fifty homes on one hundred and twenty acres. How many of those acres are already deemed wetlands and the conservation wraps the whole side of her property where this is being proposed. There are cypress trees, and who knows how old those are? She did not understand how this was happening, and she was not notified that this was happening or given all the information.

Mayor Burry asked if there were any more questions. **Mr. Spain** asked if he could briefly respond because this is what he was trying to avoid. If they look at the settlement agreement, they would see that nothing was being finalized this evening. They are approving a settlement agreement, which under paragraph three is allowed. His client agreed to extend it thirty days, so the second reading of the modified PUD will be on April 22nd, which falls within the thirty days. If the city fails to do it within the thirty days or if his client does not agree to extend it thirty days or if the city decides to deny the modified PUD, paragraph three says this agreement would be null and void and the parties shall retain all the rights to continue with litigation, which is the pending circuit court proceedings. Under this agreement, it would ultimately be dismissed, and all parties would bear their own fees and costs. All parties have a mutual release to any claims. Again, the suggestion that something is receiving final approval this evening is not completely accurate. All they are doing is approving a settlement agreement by which they agree to implement the special magistrate's recommendation that requires a public hearing process and a first reading of the ordinance which was heard earlier this evening as an administrative matter. There is a second and final reading where neighbors can come forth to present evidence. They can try to convince the city that somehow the special magistrate had it wrong after an all-day evidential hearing. They were given an opportunity to speak at that hearing and not one resident in attendance introduced any exhibits or spoke in opposition. Again, he would defer to the commission about bumping both matters until April 22nd. The PUD is not receiving final approval, this is simply a step in the process to get to the second and final hearing.

Mr. Cauthon asked from the audience how many commissioners have read the settlement agreement. **Mayor Burry** answered that every one of them have read it. **Commissioner Pederson** pointed out that he read it multiple times. **Mr. Cauthon** wanted to know when they received it. **Mayor Burry** said he received it last Wednesday when it was provided in the packet. **Commissioner Pederson** added that they had been briefed on this before, and he read it a week ago. From the audience, **Mr. Cauthon** said nothing showed that this would be voted on tonight. **Commissioner Pederson** commented that if it does not put the city in legal trouble and if Mr. Spain agrees, out of respect to the Sunnyside residents. They could

review both items on April 22nd. He was a little confused because if they approve the settlement today they are bound by it. He did not see a lot changing, but he wanted to throw that out for discussion. If commissioners want to move it or vote on it tonight, he would be fine either way. He did not want to sit, argue, and debate it. He was involved in the original PUD and he voted no. He was the mayor when this was denied. It has been a long ride. **Commissioner Reisman** wanted to know about the legality. **CA Brionez** clarified as Mr. Spain said the terms are in the agreement. It would become null and void if the commission decides at second reading not to approve it. If they approve the settlement agreement tonight, the language in paragraph three says; if the city does not proceed or if they do not approve the PUD after second reading, the agreement is null and void and litigation will continue. There is no harm in proceeding tonight, but it is up to the commission. If they choose to readvertise, and have this at the same time as the PUD second reading, he would agree to that. **Commissioner Pederson** said it sounds like the final approval is on the 22nd, but whatever the commission's pleasure is. **Mayor Burry** announced that the second reading for this item will be held on April 22nd at 5:30 here at City Hall. **CM Minner** stated for clarity purposes that it was for the zoning and land use second reading and public hearing. The zoning hearing for the PUD for Sunnyside Lake Landing Holding, LLC., will be conducted here at City Hall in the Commission Chambers at 5:30 p.m. on Monday, April 22nd. The resolution considering the settlement agreement is before this body tonight. **Mayor Burry** said in considering the settlement agreement a suggestion has been made to put that off until April 22nd.

Commissioner Pederson made a motion to extend this item until the meeting of April 22nd, so they could deal with the resolution and the PUD at the second reading. There was no second to the motion. The motion failed.

CM Minner said considering the lack of a second, the motion still stands to consider the settlement agreement this evening. The motion to table failed, we are back to the consideration of the resolution. He believed the resolution to settle the agreement had a motion and a second. **CC Purvis** pointed out that there was no motion on the floor. **Mayor Burry** stated in the beginning he asked the city manager to explain this item, and they went right into public comments.

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

Mayor Burry stated we already heard from the Sunnyside property owners who want to push this off until April 22nd. Mr. Spain has agreed to that and legal counsel said we could. We had a motion that did not receive a second, and we now have a motion to adopt the resolution. We have already had discussions between commissioners. He asked if they would like to vote. **Commissioner Connell** agreed they should just vote. **Commissioner Pederson** added he was involved originally and this has been a long, tough process. He was sensitive to the people that lived nearby. He voted no the first time because this does not fit the area. The density is too high, the roads are completely inadequate, but based on the process we have gone through, it does not leave many options. **Mayor Burry** wanted to go on the record saying he was completely against this project based solely on the fact that the roads are terrible. However, every traffic study says they are fine, and we all know what that means. The city came to an agreement a long time ago, and the city said we would not do that. However, at that time, the city did not implement the study into our comprehensive plan and when the petitioner purchased the property, they purchased the property under the assumption that they could do what they suggested they could do. Property owners have rights and the city fought this hard, but we lost. That is the fact, and he cannot side with spending more taxpayers' money to fight something we have already lost. We all know this is not the right thing. Right or wrong, this should have been introduced into the comprehensive plan. This is a lesson for everyone. We are currently redoing the comprehensive plan, and he suggested that everyone in the room be a part of that. That way, we know what to expect because our comprehensive plan says they can build

what they want to build in the city. **Commissioner Pederson** clarified that this happened way before their time. He did not want people thinking that a mistake was done on their watch. This happened eighteen to twenty years ago when they were not on the commission. He did not want people thinking they had dropped the ball over the last few years.

From the audience, **Mr. Cauthon** wanted more clarity from the mayor about whether he was concerned about eliminating attorney's fees. **Mayor Burry** pointed out that he was worried about taxpayers' money and spending it on something the special magistrate already told them they would not win. He was not an attorney, so he relies on the attorneys to give advice. **Commissioner Connell** stated they have had discussions and there was a motion on the floor. They need to just call roll call. **Mayor Burry** asked if there were any other comments. 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 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 commented that, as the commission knows, we are in the midst of the transaction with the parcel across from the airport. It is a ten acre parcel, and we are now under contract with that parcel. The buyer is in the midst of their government approval, due process period. They have sent a couple of documents that need to be signed with the city still being the underlying property owner for permitting, FDOT, and drainage connections. It is a fairly mundane, fairly routine item, but he wanted to bring that to the commission's attention, and he brought documents this evening for the mayor to sign. He asked if anyone had questions about where they stood with the transaction. There were none.

9. CITY MANAGER ITEMS:

CM Minner had no further comment this evening.

10. ROLL CALL:

Commissioner Berry had nothing further.

Commissioner Connell had nothing.

Commissioner Reisman gave a huge thanks to the special events department. He went to the Blooms and Brews over the weekend. It was a great time downtown. He also gave a shout-out to Sergeant Shannon Walsh of the Leesburg Police Department (LPD) and her team who attended Roll with Patrol at Skate World last night. It was a fun time even though he had an accident, but he is okay. Lastly, on April 6th is JAG, which is the Junior Athletic Games that the LPD puts on for elementary students here in Leesburg. He encouraged everyone to come out and attend. It will be held at the high school. Lastly, at the next meeting, could they get an update on where we are with Bikefest? **CM Minner** said yes.

Commissioner Pederson had no further comment.

Mayor Burry had nothing further for the evening.

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 6:36 p.m.

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.B.1.

Meeting Date: April 8, 2024

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

Subject: Resolution of the City Commission of the City of Leesburg, Florida, authorizing the City to use the Master Services Agreement awarded by the Florida Municipal Power Agency (FMPA) to Quanta Technology, LLC., to provide continuous consultant services; and providing an effective date.

Staff Recommendation:

Staff recommends approval of the resolution authorizing the City to use the Quanta Technology, LLC., Master Services Agreement for continuous consultant services.

Analysis:

The City of Leesburg is a member of the Florida Municipal Power Association (FMPA). One of the services FMPA provides to its members is facilitating cooperative contract solicitations. FMPA issues solicitations on behalf of their members. Member utilities can then determine if they will use the awarded contract.

This contract with Quanta Technology, LLC. would allow the City to use their consultant services for various phases of an Advanced Metering Infrastructure (AMI). Quanta Technology will serve as an advisor/consultant to guide the City in preparation to find, procure and deploy a new AMI solution. Phase I – Requirements and Readiness Advisory Services will provide field studies, AMI strategy and roadmap, public outreach planning, RFP development and vendor pre-qualification along with an evaluation of the current system with General Electric (GE) comparing operation costs and failure rates. The initial phase is in the amount of \$103,368.00 with a grand total over the three phases and support being \$419,621.00 including an optional \$146,532.00 for Senior AMI Project Manager and additional traveling costs expanding over multiple fiscal years.

Procurement Analysis:

On June 25, 2018, the City Commission approved Resolution 10,219 authorizing execution of a Procurement Agent Agreement with FMPA for the purpose of soliciting and contracting for commodities as approved by the City. Procurement staff have reviewed the contract award to Quanta Technology, LLC. Procurement recommends use of the contract as an FMPA member. The use of this contract will eliminate considerable staff time in preparing, administering, and awarding our own contract for the purpose of implementing a new Advanced Metering Infrastructure and the use of a knowledgeable consultant providing the services from the initial phase until the new AMI is implemented will be

beneficial to the City.

Options:

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

Fiscal Impact:

The current Electric Operating budget includes funding for an Electric AMI Study.

Account No. 041-1070-531-3110

Requisition 56274

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA, AUTHORIZING THE CITY TO USE THE MASTER SERVICES
AGREEMENT AWARDED BY THE FLORIDA MUNICIPAL POWER
AGENCY (FMPA) TO QUANTA TECHNOLOGY, LLC., TO PROVIDE
CONTINUOUS CONSULTANT SERVICES; AND PROVIDING AN
EFFECTIVE DATE.**

WHEREAS, the City of Leesburg is a member of the Florida Municipal Power Agency (FMPA) who provides services to its electric utility members.

WHEREAS, the City and FMPA entered into an Agreement on June 25, 2018, designating FMPA as the City's agent for the purpose of conducting competitive selection and negotiation process for the procurement of certain goods and services.

WHEREAS, use of cooperative contracts such as this, as permitted by the City's Purchasing Policy, uses the purchasing power of many agencies to reduce costs to the City of Leesburg.

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

THAT the Leesburg City Commission approves the City use of Quanta Technology, LLC., Master Services Agreement awarded by the Florida Municipal Power Agency (FMPA) on August 23, 2017.

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 8th day of April 2024.

Mayor

ATTEST:

City Clerk



PROPOSAL

Advanced Metering Infrastructure (AMI) Phase 1 – Phase 3

PREPARED FOR

**Florida Municipal Power Agency
(FMPA) – City of Leesburg**

DATE

December 26, 2023

PREPARED BY

**Jesus Gonzalez, PMP
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23Gxxx

CONFIDENTIAL/PROPRIETARY

This document contains trade secrets and/or proprietary, commercial, or financial information not generally available to the public. It is considered privileged and proprietary to the Offeror, and it is submitted by Quanta Technology, LLC, in confidence with the understanding that its contents are specifically exempted from disclosure under the Freedom of Information Act [5 USC Section 552 (b) (4)] and shall not be disclosed by the recipient (whether it be Government [local, state, federal, or foreign], private industry, or non-profit organization) except with the written permission of Quanta Technology and shall not be duplicated, used, or disclosed, in whole or in part, for any purpose except to the extent in which portions of the information contained in this document are required

ADDRESS

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VERSION HISTORY

VERSION	DATE	DESCRIPTION
1.0	November 7, 2023	Draft submission
2.0	December 26, 2023	Final Submission - revised for Grant Option and removal of Water and Gas references



Executive Summary

Quanta Technology welcomes the opportunity to work with the City of Leesburg to support its adoption of an AMI solution. We thank the City for the opportunity to serve as a trusted advisor guiding the City through all the necessary preparation to define, procure, and deploy an AMI solution. We assembled comprehensive services to provide full project support from requirements/readiness through final system acceptance and live-system turnover. In particular, we will:

- Work with you through business process readiness, public outreach, and other key planning activities that prepare your organization and community for AMI adoption
- Develop a comprehensive RFP Technical Specification and pre-qualify solution providers to ensure you bid on a system that meets your needs and is addressed by vendors who can deliver
- Support you through vendor evaluation, ranking, and selection
- Provide technical advice and consultation during contract negotiations
- Ensure your new AMI solution is fully integrated into your existing systems
- Work closely with you during all facets of project implementation, including deployment readiness, planning, and oversight during mass deployment
- Provide dedicated project management support using senior PMP-certified project and program managers with extensive AMI deployment experience
- Provide support for City Council presentations throughout the process

Our dedicated team of experts has decades of direct AMI project implementation experience. It has collectively deployed more than 130 systems ranging from several thousand metering endpoints to millions of electric, water and gas endpoints spanning large geographic footprints. We have organized our proposal and pricing to allow the City to phase and evaluate the level of services it deems appropriate for its anticipated needs. As such, our offer is divided as follows in Table 1.

Table 1. Offer Summary

ITEM	DESCRIPTION
Phase 1 Requirements & Readiness	Provides support for business process readiness, field studies, AMI strategy and roadmap, public outreach planning, RFP development, and vendor pre-qualification. Along with the evaluation of the current system comparing operating costs, SaaS costs, and failure rates.
Phase 2 Solution Procurement	Provides support RFP posting and Q/A support, vendor proposal evaluations and rankings, shortlist meetings, vendor recommendations, and contract negotiations
Phase 3 Project Implementation	Provides support for vendor kickoff, system integration setup and FSAT acceptance testing, deployment readiness, and technical advisement during deployment
Project Management Support	Provides dedicated and experienced PM support throughout the project, working closely with the City
Travel	Billed at cost with no markup. We will be available to you as much as needed and have included an estimate of likely trips based on previous experience

Our team members are equipped and available to provide dedicated, ongoing technical support as required.

Thank you again for the opportunity to respond to your request, and we hope you will find our proposal meets your requirements. We are available to answer any questions you have.

Sincerely,

Louis Santilli
Principal Advisor
Quanta Technology



TABLE OF CONTENTS

EXECUTIVE SUMMARY.....	III
1 COMPANY OVERVIEW AND PROFILE	1
2 PROPOSED WORK PLAN AND METHODOLOGY.....	3
2.1 Grant Assistance & Preparation (Optional Service).....	4
2.2 Leesburg Project Methodology	4
2.3 Phase 1: Requirements and Readiness	5
2.3.1 Project Initiation.....	5
2.3.2 Review of Existing Systems and Interfaces	5
2.3.3 Business Process Readiness Review	6
2.3.4 Public Outreach and Education Planning	9
2.3.5 RFP Technical Specification Development	9
2.3.6 Qualified Vendor List.....	11
2.3.7 City Council Presentation Support.....	11
2.3.8 Phase 1 Service Task Summary.....	11
2.4 Phase 2: Solution Procurement.....	12
2.4.1 Issue RFP/Respond to Vendor Questions.....	12
2.4.2 Vendor RFP Evaluation/Rankings	12
2.4.3 Vendor Shortlist Interviews/Presentations.....	14
2.4.4 Vendor Recommendation/Support for City Selection.....	14
2.4.5 Contract Development/Negotiation	14
2.4.6 City Council Presentation Support.....	15
2.4.7 Phase 2 Service Task Summary.....	15
2.5 Phase 3: AMI System Implementation.....	16
2.5.1 Implementation Kickoff	16
2.5.2 Project Management Support	16
2.5.3 System Test Fixture Development.....	17
2.5.4 System Integration and FSAT Support.....	17
2.5.5 Limited Deployment Evaluation	18
2.5.6 Mass Deployment Preparation.....	18
2.5.7 Field Deployment/Commissioning Support	18
2.5.8 Business Readiness Evaluation	19
2.5.9 Project Closure	19
2.5.10 Phase 3 Service Task Summary.....	19
2.5.11 Optional Project Services	19
3 PROJECT PERSONNEL	21



3.1	Experience with Municipality Deployments	29
4	PROPOSED PRICING	30
4.1	Hourly Rate Schedule.....	31
4.2	Expense	31
4.3	Assumptions.....	32
4.4	Expiration Date	33
4.5	Terms and Conditions.....	33
5	REFERENCES/PAST PROJECTS	34
5.1	City of Newberry, Florida—Phases 1 and 2: AMI Requirements And Business Readiness, Vendor Selection, and Phase 3: AMI System Implementation.....	34
5.2	City of Clewiston, Florida—Phases 1 and 2: AMI Requirements, Business Readiness, and Vendor Selection; Phase 3: AMI System Implementation.....	35
5.3	New Smyrna Beach Utilities— Grid Modernization Strategy/Roadmap and Phase 1: AMI Requirements and Business Readiness; Phase 2: AMI Vendor Selection.....	36

LIST OF FIGURES

Figure 1.	Quanta Technology’s New Technology Adoption Philosophy	3
Figure 2.	Quanta Technology’s Grant Assistance Approach.....	4
Figure 3	Quanta Technology’s Three-Phase Project Approach	4
Figure 4.	Example of AMI Implementation Hierarchy	8
Figure 5.	RFP Technical Specification Example	10
Figure 6.	Examples of GIS Maps.....	10
Figure 7.	Example of Weighted Input for the Quanta Technology Evaluation Tool	13
Figure 8.	Evaluation Matrix and Report	14
Figure 9.	Example of Electric System Test Fixtures	17
Figure 10.	Project Organization Chart	21

LIST OF TABLES

Table 1.	Offer Summary	iii
Table 2.	Company Profile	1
Table 3.	Process Examples that Will Be Mapped during Interviews	6
Table 4.	Phase 1 Task Summary	12
Table 5.	Important Contractual Topics.....	15
Table 6.	Phase 2 Task Summary	15
Table 7.	Summary of Phase 3 Services	19
Table 8.	Optional Services.....	19
Table 9.	Proposed Staff Qualifications Summary.....	21
Table 10.	Quanta Technology Example Experience with multi-commodity AMI End Points.....	29
Table 11.	Proposed Services	30
Table 12.	Quanta Technology FMPA Rates	31
Table 13.	Proposed Travel Expense Cost Estimate	32
Table 14.	Proposal and Schedule Assumptions	32



1 Company Overview and Profile

Founded in 2006, Quanta Technology is an independent technology, consulting, and testing company providing business and technical expertise, along with advanced methodologies and processes, to utilities and others in the power and energy industries. Our corporate headquarters is in Raleigh, North Carolina, and we have supporting offices in Chicago, IL, California, and Canada. Our mission is to provide unparalleled value to our clients in every engagement across the value chain by using advanced software and hardware, laboratories, and custom tools for a holistic approach to practical service and the most insightful thought leadership in the industry.

Quanta Technology's client base is well established in North America and numerous international markets. Our clients include energy-delivery utility companies (investor-owned utilities, municipalities, cooperatives), large industrial companies, energy suppliers, regional transmission organizations/independent system operators, and energy industry research and support organizations.

Quanta Technology is a wholly-owned subsidiary of Quanta Services, Inc. (NYSE: PWR). Quanta Services safely provides engineering, procurement, and construction (EPC) services for comprehensive infrastructure needs in the electric power and oil & natural gas industries. With a workforce tens-of-thousands strong and offices across North America and abroad, Quanta is the premier provider in the industries it serves. As part of the Quanta family of companies, Quanta Technology has the manpower, resources, and expertise to complete projects that are local, regional, national, or international in scope.

Quanta Technology is vendor-neutral. We do not have associations or affiliations with AMI vendors or product distributors nor do not derive revenue from the sale or resale of vendor products or services related to the City's procurement. Although vendor-neutral, we have extensive background and experience deploying systems with all major AMI vendors and know and understand their systems and methods. We leverage this rich background to advise you on the best solution for your needs. For more information about Quanta Technology, visit <https://quanta-technology.com>.

WE PROVIDE A FULL SPECTRUM OF SERVICES

- Grid modernization and business strategy
- Regulatory compliance
- Transmission and distribution
- Automation and testing
- Asset operations
- Protection and control
- Asset Management
- Electrical transportation
- Advanced Metering Infrastructure (AMI)
- Enterprise integration
- Smart grid strategies
- Applied R&D
- Renewables integration
- Energy storage
- Microgrids
- Workforce training and augmentation

Table 2. Company Profile

ITEM	QUANTA TECHNOLOGY, LLC
Years in operation	17
Ownership	Wholly owned subsidiary of Quanta Services, Inc.
Headquarters	4020 Westchase Blvd, Suite 200, Raleigh, NC 27607
Contact information	(919) 334-3000
Total employees	349
Outstanding legal claims (last 5 yrs.)	Quanta Technology has no outstanding legal claims.
Financial stability	Quanta Technology is a wholly-owned subsidiary of Quanta Services, Inc., a publicly traded company. For financial information, visit: https://investors.quantaservices.com/financial-information/annual-reports
Web site	www.Quanta-Technology.com
Main contact	Louis Santilli, lsantilli@Quanta-Technology.com , 919.903.2207

The following are key points when considering Quanta Technology:



1. Quanta Technology is a **fully independent** and **vendor-neutral** consulting firm. We have no associations with vendors or product distributors nor do we derive revenue from the sale or resale of vendor products or services related to the City's procurement. However, we have extensive background and experience deploying systems with all major AMI vendors and know and understand their systems and methods. Through our independence, experience, and broad AMI scope, we can leverage our background to advise you on the best solution for your needs.
2. Quanta Technology offers **exceptional industry experience and technology consulting services**. Staff members have as many as 40 years of experience each, totaling more than 120 years of collective experience. It is not just the years of experience but also the relevance and quality of experiences: We have worked for most major AMI vendors and have direct experience deploying and adopting electric, water, and gas metering solutions. We know and understand what you need to deploy systems successfully.
3. Quanta Technology **is your trusted advisor, leveraging our experience to protect your project investment and success**. Our vast industry and direct project deployment experience is key to protecting you from experiencing some of the common pitfalls that negatively affect project deployments. We understand the importance of aligning stakeholder expectations, addressing organizational readiness gaps, preventing underutilizing system value through critical integrations, and ensuring the right technology/service is selected to meet your current and future needs. We also know how to leverage your investment to derive future benefits by improving customer engagement through portals, improving operations with advanced analytics, reducing nonrevenue water loss through active water balance computations and gas safety.
4. Quanta Technology **approaches technology adoption holistically**. Many consulting services focus on technology and technology adoption, but we consider the people, processes, end customers, and technology. In other words, we step back and take a broader, more comprehensive approach.
5. Quanta Technology **truly adopts a partnership mindset when engaging customers**. We focus on the customer's needs and develop relationships built on trust, listening, and looking out for our client's interests as part of an integrated team. A significant amount of our business comes from repeat customers. We encourage you to contact our references to see how our philosophy builds good experiences.



2 Proposed Work Plan and Methodology

Through years of past AMI deployment experience and talking to various utility customers, we have learned of system deployments that were minimized or failed—not for technical reasons but due to a lack of support within the utility, the implementation vendor, and/or the community. Our successful system implementations are built on business, organizational, and technical *collaboration*. We offer a big-picture approach founded upon four focus areas as pillars for project success (see Figure 1):

1. **People:** One key to successful new technology adoption involves forming a cross-departmental, trans-disciplinary project team, actively participating throughout the deployment, properly training staff in AMI operations, and supporting business processes.
2. **Processes:** We will conduct a comprehensive business readiness assessment with key City stakeholders to fully define the City's needs, ensuring the solution can meet those needs. Also, we will conduct a business readiness assessment before going live to ensure operational success.
3. **Customer engagement:** Community outreach and involvement are also critical to successful deployments. So, we use community events, such as AMI Day, and provide advice regarding proper and consistent customer communication/messaging throughout the deployment.
4. **Technology:** Finding the right technology fit and vendor is an important pillar to successful AMI deployments. Vendors must provide the right technology and deliver services reliably and efficiently to ensure the technology is deployed successfully. We focus on reliable vendors with proven and dynamic technologies on deployed systems backed by customer references.

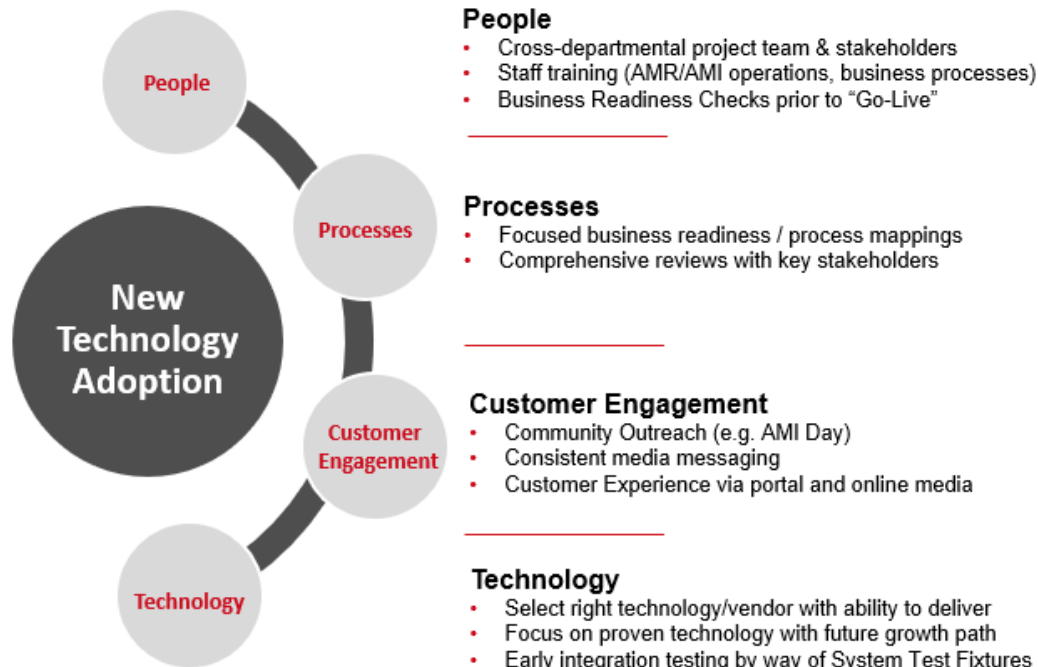


Figure 1. Quanta Technology's New Technology Adoption Philosophy



2.1 Grant Assistance & Preparation (Optional Service)

Quanta will work with the City through a full lifecycle of grant assistance processes, from providing eligibility assessments, concept paper development through helping to develop a strategic roadmap, identifying priorities, and funding opportunities. An overview of the process is shown **Figure 2**.

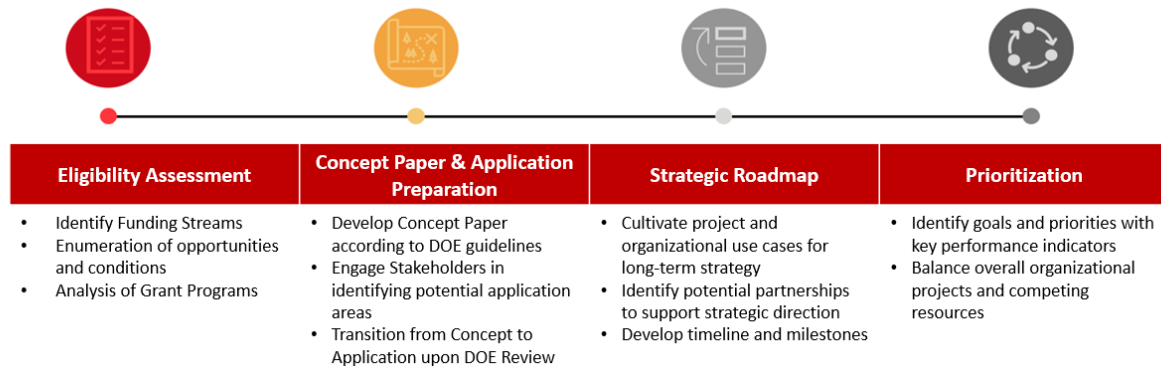


Figure 2. Quanta Technology's Grant Assistance Approach

2.2 Leesburg Project Methodology

Quanta Technology's proven three-phase project approach has been well received by our municipal clients. The municipality council can implement checkpoints after each phase, and set milestone payments to be adjusted per phases to meet your specific project needs (see Figure 2).

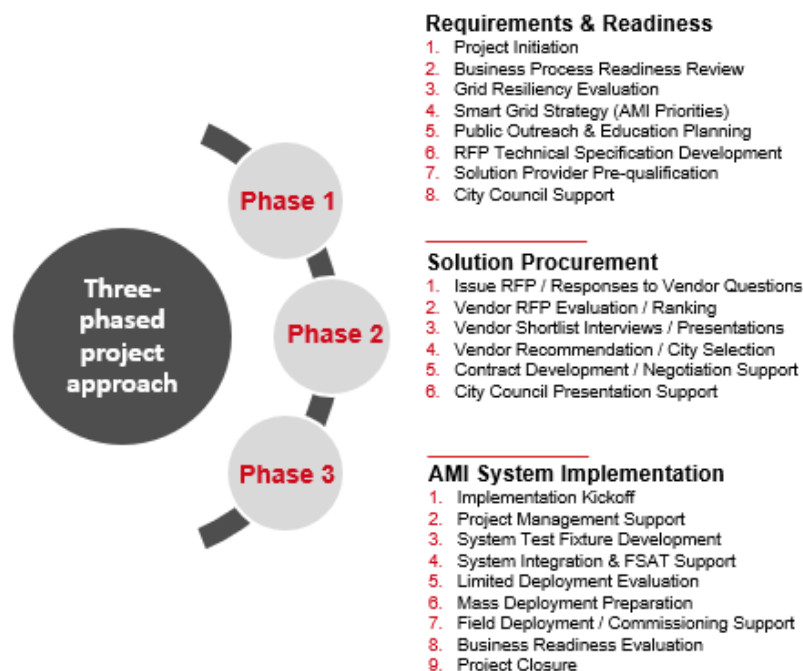


Figure 3 Quanta Technology's Three-Phase Project Approach



2.3 Phase 1: Requirements and Readiness

Phase 1 of the project involves business readiness workshops, RFP specification development, vendor pre-qualification, and support for a subsequent city council presentation(s). Careful planning is essential to an AMI project's success, and unfortunately, many municipalities/utilities neglect this phase in their rush to deploy the technology. Ultimately, they discover that they missed important opportunities for operational enhancements, leaving them unable to maximize all of AMI's potential benefits. Our experience has shown us that the return on heavy upfront investment significantly outweighs any initial costs.

2.3.1 Project Initiation

The project will begin with a kickoff meeting in person or via a conference call. The kickoff meeting is expected to do the following:

1. Introduce project personnel
2. Ensure the scope of work (SOW) is clear to all team members
3. Update the SOW, if needed, based on detailed discussions
4. Ensure responsibilities for all project members are understood
5. Identify subject matter experts and stakeholders
6. Develop a communication plan for internal project communications
7. Review and update the schedule as needed
8. Discuss project expectations of all parties

In addition, to make it as easy on you as possible, we will provide you with an information request packet detailing general information to help us better prepare for the meeting and forthcoming RFP specification development effort. Typical information requested includes the following:

1. The City's organization chart (indicating the team members who will be working on the project)
2. CIS account data for electric metering endpoints, including the number of metering endpoints and relevant information (location, electric meter forms/class, models etc.)
3. A service territory map indicating metering endpoint placement
4. Topology of the area to be covered
5. Predicted growth patterns
6. External constraints, requirements, and regulations

2.3.2 Review of Existing Systems and Interfaces

Understanding that the City of Leesburg has a large growth projection, and the current state of the existing AMI system is critical in considering recommendations and action moving forward. Quanta Technology recognizes the multi-commodity diversity within the City of Leesburg's utility infrastructure with approximately 28,000 Electric (not included in scope are optional 35,500 Water and 12,800 Gas services) to provide a unique opportunity to optimize utility operations. All options and scenarios will be considered to meet the City's desire for incorporation of commodities and replacement, reuse, or retro fit of components in the existing AMI system to preclude stranded asset costs or integrations.



2.3.3 Business Process Readiness Review

Shortly after the project kickoff, we will work with you to schedule an AMI business process readiness assessment. This activity typically involves one or two conference calls where we obtain the items requested in the information request packet and ask clarifying questions. These calls help better define the agenda for a follow-up 4-day onsite meeting and workshop designed primarily for information-gathering. Onsite workshops typically involve a series of staff interviews and group sessions to better understand customers' needs, challenges, related capabilities status, and areas of interest. It may also involve a review of field assets and points of interest. The information-gathering workshop aims to understand the City's current business practices, priorities, needs, gaps, and future desires. This information will help us customize our extensive RFP specification to tailor an AMI solution for the City. Typical topics that are covered include the following:

- Local area network (LAN) and potential solution topologies (e.g., Mesh, Star [point to multi-point])
- Wide area network (WAN) infrastructure (e.g., cellular, fiber)
- Basic billing functions (net metering, etc.)
- Remote connect/disconnect
- Customer engagement plans
- Customer portal
- Outage/restoration support
- Non-pay and move-in/out
- Tamper and other losses
- Energy balance
- Customer event notification options
- Billing schedule flexibility
- Electrification (e.g., EVs)
- Pre-payment
- Load control
- Flex tariffs (e.g., time of use)
- Data analytics

As part of the onsite workshops, we will walk through a comprehensive list of operational processes and discuss how these are performed today and how the adoption of AMI technology impacts them. The typical processes covered are listed in Table 3.

Table 3. Process Examples that Will Be Mapped during Interviews

ITEM #	PROCESS
ELECTRICITY	
1	Calibration/Testing
2	Meter Repair/Return Process
3	Periodic Testing
4	New Installation
5	Replacement Installation
6	Indoor/Outdoor Installation Considerations
7	Meter Configuration (Net, LP, etc.)
8	Stopped Meter
9	Damaged Meter
10	Tamper/Theft Disconnect
11	Meter Error/Event Process
12	Non-Pay Disconnect
13	Move in/Move out Service Connect/Disconnect
14	Billing Name/Address Change
15	Billing Dispute Re-read



ITEM #	PROCESS
16	Read-to-Billing Process
17	Inventory Process
18	Net Metering
19	Load Control
20	Outage Response
21	Inadvertent Meter Swap
NEW AMI-ONLY	
1	Opt-out
2	Event Management
3	Firmware Updates
4	Customer Portal and Other New Interfaces
5	Medical Do Not Disconnect
6	Others, Depending on the Utility

The information gathered from the onsite meetings and subsequent discussions will be used to develop an AMI business readiness assessment document, which will include the following:

- Key findings and notes
- AMI priorities to define the City's needs across all departments and stakeholders
- An "avoiding pitfalls" section
- An AMI technology assessment
- Dataflows ("as-is" and "as-will-be")
- CIS data meter summary (quantities, types, etc.)

These elements are further described in the sections below and serve as the main deliverables of the assessment.

2.3.3.1 Key Findings and Notes

After carefully reviewing and studying all the information gathered through the workshops and request packet, we will provide you with our key findings. We will note strengths, gaps, and areas to consider to successfully adopt an AMI solution that will meet the City's current needs and support future growth areas. The findings will be presented as part of the document that forms the Business Readiness Assessment Deliverable.

2.3.3.2 Avoiding Pitfalls Report

Quanta Technology will leverage its industry and project deployment experience (more than 130 AMI systems) to guide possible project pitfalls that may arise and actions that can be taken to avoid these challenges. These recommendations will be included in the business readiness assessment packet, which will help you avoid common mistakes traditionally seen in AMI deployments.

2.3.4 Grid Resiliency Evaluation (Optional)

We will evaluate the City's current grid infrastructure and propose recommendation(s) to address available and emerging technologies such as electrification (EV loads), microgrids, distributed energy resources, availability and resilience schemes/measures.



2.3.5 Smart Grid Strategy (AMI Priorities)

The business readiness assessment will help the City develop a smart grid strategy. The strategy will assess the current state, gaps, and short- and long-term objectives in line with the City's strategic objectives. As part of this effort, we will develop an AMI priorities model similar to the hierarchy in Figure 4, where smart-grid needs are shown in priority order. The interviews conducted during the onsite workshops will develop high-level and short- and long-term strategic priorities.

The starting point will be a broad list of available AMI functionality. During discussions with the City, we will document the priorities and justify the functionality. A more specific definition of the functionality will be developed. Finally, the foundational components necessary to support the functionality will be defined. Based on the City's priorities and well-defined functionality, the RFP's technical specification will be written to address these requirements.

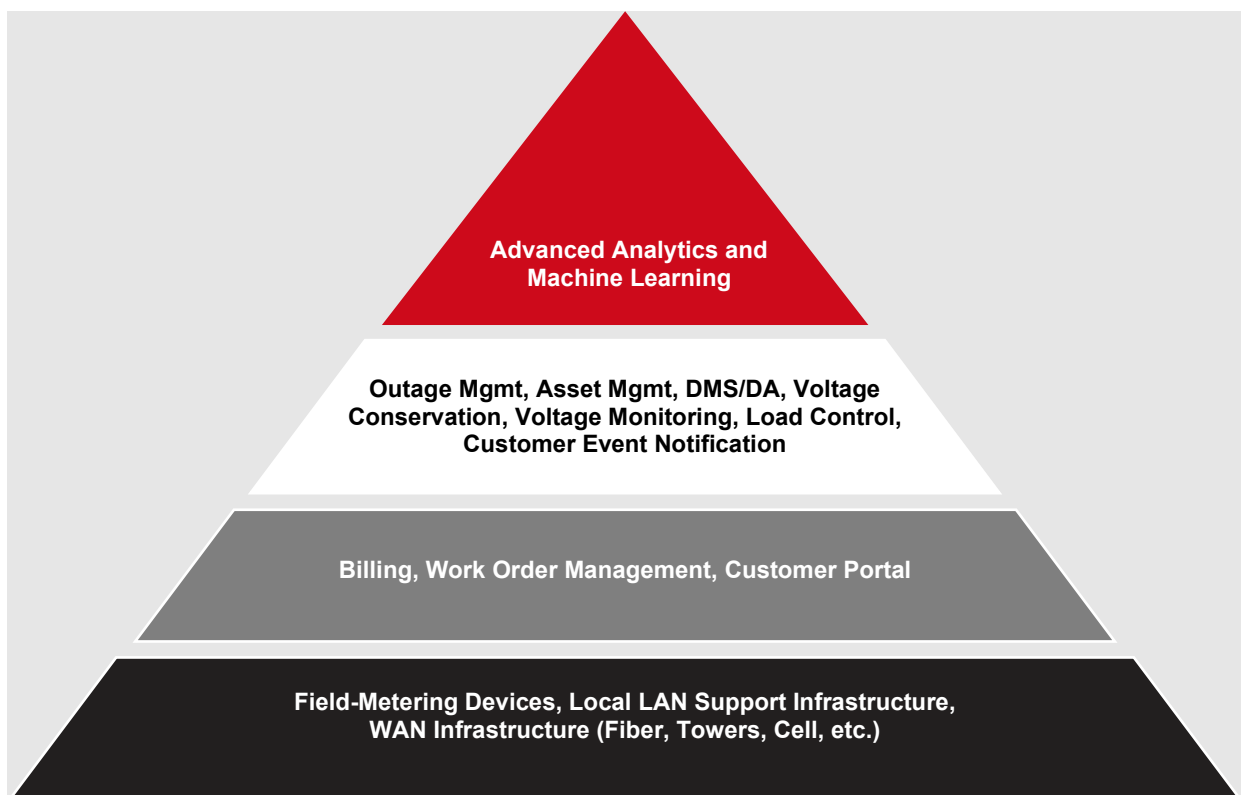


Figure 4. Example of AMI Implementation Hierarchy



2.3.6 Public Outreach and Education Planning

Customer outreach and engagement is one of Quanta Technology's pillars of project success. We will lead and coordinate customer outreach, education, and communication planning activities. Typically, this involves communication via multiple means (e.g., digital, web presentation, educational videos, and printed materials), leading to mass deployment. Special emphasis is placed on communicating benefits and the reasoning behind the AMI investment. Also, we emphasize addressing typical customer concerns around privacy, billing, and health impacts.

Furthermore, our communication planning includes scripting for customer touch points such as customer services representatives and field installers, ensuring consistent communication throughout the deployment. We have also seen success using a community outreach AMI Day event performed with the solution provider. The event introduces the community to the technology and provides a public forum for presentations and meaningful conversation, dialogue, and question/answer exchanges.

2.3.7 RFP Technical Specification Development

We will take the information gathered as part of the business process assessment to tailor our RFP technical specification to reflect the features and functionality needed in an AMI system that will be foundational to improving the City's business and meeting its project implementation goals. Our AMI specification is a comprehensive document. It defines a complete turnkey solution, including hosted services, system integrations, field installation, a work order management system (WOMS), training, acceptance testing, contractual obligations, warranties, and supporting services, as well as very detailed product requirements necessary to deliver your needed capabilities. The resulting specification is typically more than 100 pages and contains more than 400+ system requirements. See an example in Figure 5.

Examples of topics covered in the specification include the following:

- Background and overview of the city's current installed metering base and back-office systems
- The city's program objectives and desired features
- Supplier's firm experience and references
- Scope of services
- Communications infrastructure
- Comprehensive requirements for electric meters, including ratings/standards, metered quantities, functionality, performance, warranty considerations, and more
- Software systems and their integrations
- Security
- Field installation and WOMS requirements
- Vendor training of the city's employees
- System performance requirements
- Supporting services
- Contractual obligations and warranties
- Pricing

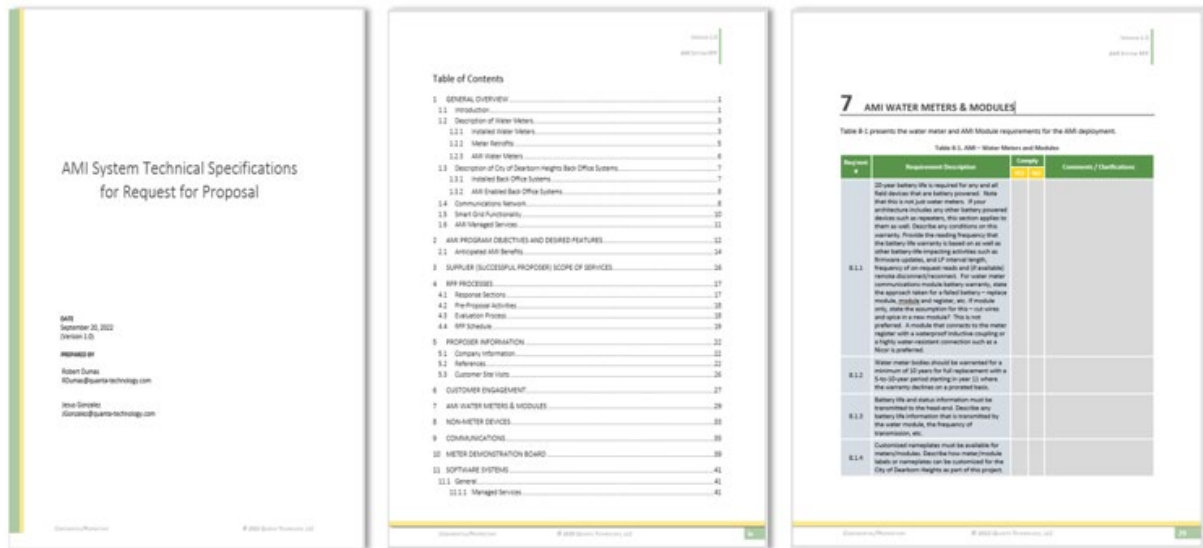


Figure 5. RFP Technical Specification Example

We will provide the RFP technical specification and advise the City and its contracts group to incorporate commercial terms into the RFP bid package, which we will review. The City would be responsible for issuing the RFP bid package to the pre-qualified list of vendors.

2.3.7.1 Meter Geospatial Mapping

When issuing an RFP technical specification for a communicating AMI system, meter, and asset location data are critical for an AMI vendor to provide firm pricing because the distribution of these assets will drive communication's infrastructure needs. For this effort, we will use the City's existing location data and our standard geocoding approach for locating meters and assets based on postal addresses if needed. This effort will generate location data tables and maps for all commodities to be included in the RFP for the following (see Figure 6 example of Electric meters & infrastructure):

- Electric meters
- Assets that may be potential locations for communications infrastructure

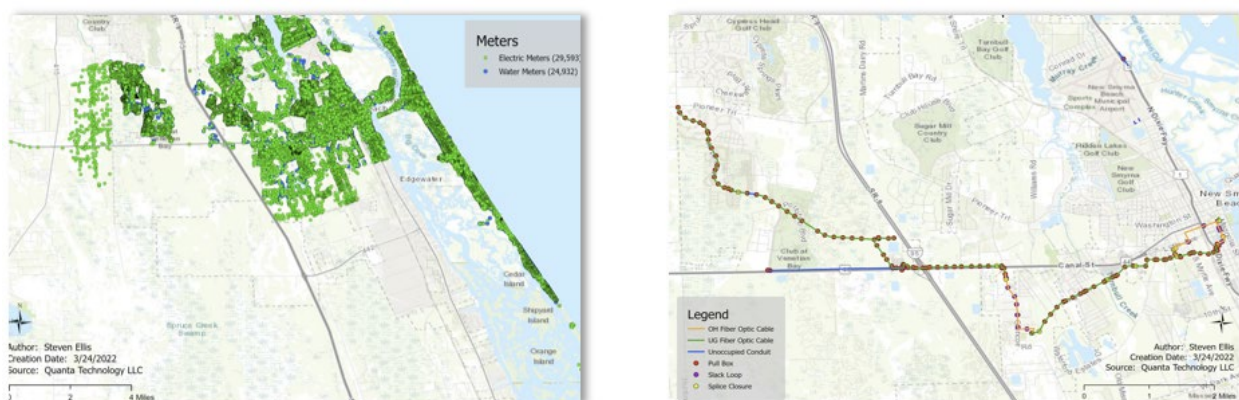


Figure 6. Examples of GIS Maps



2.3.8 Qualified Vendor List

We will work with the City to develop a list of qualified AMI vendors by vetting potential prospects using qualifying questions that we have developed and reflecting key qualifiers that, based on our deployment experience, are necessary to increase project success. For example, we seek vendors that are owners of the technology (not a distributor), have a proven field-deployed solution with reference customers, and more. These questions are designed to produce qualified vendors who can deliver the solution that meets the needs described in the RFP Specification.

We will evaluate the vendor responses and recommend up to four vendors receive the Bid Package with the RFP Specification. We will provide a table list supporting Quanta Technology's recommendation(s) and summarize responses and rationale for selecting the qualified vendors.

2.3.9 City Council Presentation Support

Quanta Technology will support the City's team in presenting findings and recommendations to council members at scheduled board meetings or events. We will have our team representation on site to present and answer any follow-up questions if required.

2.3.10 Phase 1 Service Task Summary

Table 4 summarizes the tasks proposed for Phase 1.



Table 4. Phase 1 Task Summary

#	SERVICE ITEMS	DELIVERABLES	CITY NEEDS
1	Project Initiation	Kickoff meeting notes	- Information request packet - CIS account data
2	Business process readiness review	- Key findings and notes - Process impacts/gaps - Avoiding pitfalls report - AMI technology assessment - Data flows - CIS meter data summary	Stakeholder participation (billing, finance, operations, etc.)
3	Grant Evaluation & Preparation Assistance (Optional)	- Concept Paper - Application Assistance	Stakeholder Participation (Distribution system metrics & Feeder performance)
4	Grid Resilience Evaluation (Optional)	- Evaluate Distribution System metrics for potential improvements/options - Strategic Roadmap - Prioritization of Roadmap Implementation sequence	Stakeholder Participation (Distribution Engineering, Power Supply Agreements and Substation Engineering)
5	Smart Grid Strategy	AMI priorities report	Stakeholder participation
6	Public outreach and education planning	Customer outreach plan	Stakeholder participation
7	RFP technical specification development	RFP technical specification	Proposer terms and conditions
8	Solution provider pre-qualification	Qualified provider list	Issuance of pre-qualification questionnaire to providers
9	City council presentation support	Council presentation material	Stakeholder participation

2.4 Phase 2: Solution Procurement

Phase 2 of the project involves developing and issuing the RFP, responding to vendor questions, conducting vendor conference interviews, evaluating proposals, ranking and selecting vendors, conducting shortlist interviews, and compiling all findings into a comprehensive recommendation presented to the City team and project stakeholders. Essentially, this phase focuses on issuing a comprehensive RFP bid specification and narrowing down the vendors to arrive at a recommended qualified vendor with a proven technology solution that can deliver the required services to deploy the solution successfully.

2.4.1 Issue RFP/Respond to Vendor Questions

After aligning the City's standard bid terms and conditions with the RFP technical specification, we will create and issue the RFP bid package on behalf of the City using our standard proven processes and tools. The RFP respondents will be allowed to ask questions regarding the content of the RFP. We will work with the City to prepare responses to any questions from vendors regarding the RFP. All questions and responses will be distributed to all vendors, with any information identifying the vendor removed.

2.4.2 Vendor RFP Evaluation/Rankings

The proposal evaluation typically includes the following:



- Conducting a high-level compliance review to ensure bids are compliant before evaluation (up to four bids)
- Obtaining evaluation tool input from the City stakeholders for the bid process
- Conducting a detailed proposal review and ranking based on the City's evaluation tool input
- Developing a report or presentation summarizing the proposals and the question/answer results to define a recommended shortlist (maximum of two vendors)

This approach offers a blended approach where the City provides input into the AMI RFP specification requirements' relative importance with guidance from Quanta Technology. Our team leverages its industry experience to rank the proposals. Requirement weightings for each major category (technical, pricing, and commercial) are collected. An example is shown in Figure 7.

Category	RFP Sec. #	Topic	Response Table #	Importance of the Requirement FE: must; weighting 1.0 M: Important but not disqualifier; weighting 0.5	Importance value
					numerical value based on H, M, L
Pricing	22	Pricing	Table 22-1. One-Time Pricing: AMI Software Integration as Required per Specifications	M	0.5
			Table 22-2. One-Time Pricing: Training as Required per Specifications	L	0.25
			Table 22-3. One-Time Pricing: Infrastructure and Installation (Meters, Repeaters, Communications Hardware)	H	1
			Table 22-4. One-Time Pricing: Spare Parts	L	0.25
			Table 22-6. One-Time Pricing: Miscellaneous	L	0.25
			Table 22-7. Total One-Time Pricing Summary	L	0.25
			Table 22-8. Recurring Service Fees for Years 1-10	H	1
			Table 22-9. Network Managed Services Fees for Years 1-10 (Optional)	L	0.25
			Table 22-10. Fees for additional Requested Services	M	0.5
			Table 22-11. Extended Warranty Pricing	M	0.5
	23	Proposed Payment Plan	Table 23-1. Proposed Payment Terms	M	0.5
		Pricing Risk Confidence	Reviewers view of Pricing Risk with this Bidder If unsure, make all bidder 10.0 Low risk is 10, high risk is 0	H	1

Figure 7. Example of Weighted Input for the Quanta Technology Evaluation Tool

Once the input is collected, we will evaluate each vendor proposal and generate a summary report. (An example is provided in Figure 8.) We also offer an Expanded Evaluation service, available upon request, where the City fully participates in the proposal rankings or, should the City desire, ranks more than the recommended four vendors.

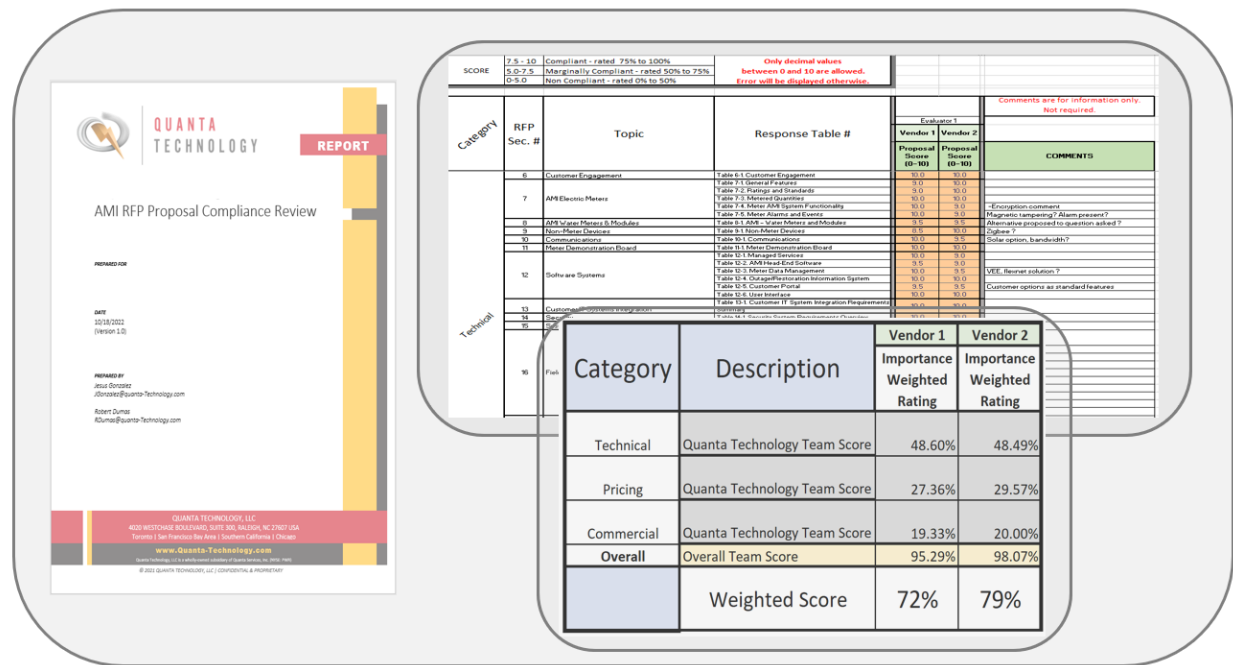


Figure 8. Evaluation Matrix and Report

The vendor recommendation report will list the top two vendors with the best solution fit (technology solution and deployment services), which will be considered the shortlist candidate recommendation.

2.4.3 Vendor Shortlist Interviews/Presentations

Once the two shortlisted vendors are determined, we will coordinate one or more web conference meetings to allow them to clarify their proposals further and discuss any other information that will assist the City's evaluation. Vendors can then provide their best and final offer (BAFO).

2.4.4 Vendor Recommendation/Support for City Selection

Quanta Technology will collect all the previous information gathered through the RFP process and develop a final vendor recommendation report detailing the selection process and rationale, along with why the final vendor was recommended. This report will be a PowerPoint presentation that can be presented to the City's team to support their final vendor selection. Quanta Technology will provide a final recommendation to help the City make the final selection.

2.4.5 Contract Development/Negotiation

Once the vendor of choice is selected, the contract negotiation process begins. Normally, the City's and vendors' attorneys handle most of the contract work, with Quanta Technology facilitating to ensure the task remains on track. We will also advise on AMI-specific elements of the contract, such as appropriate performance standards and AMI-specific processes.

The City will be responsible for providing Quanta Technology with its standard contract modified by the selected AMI vendor. The contract will include all the City's commercial and legal requirements. We will work with the City and suggest updates to the contract to cover important AMI contractual topics. We will provide two turns of the contract with conference calls as needed. Table 5 highlights some critical items Quanta Technology will ensure the contract(s) cover(s).



Table 5. Important Contractual Topics

MAIN	CUSTOMER ENGAGEMENT	AMI SYSTEM	METER INSTALLATION
• Surety bonds • Retainage • Damages (liquidated or actual) • Indemnity • Limitation of liability • Force majeure • Cancellation/default • Transfer of ownership • System acceptance • Warranty	• Ease of use • Door hangers • Call center • Customer portal	• System availability % • Scheduled maintenance • Disaster recovery • Recovery times • System security • Customer data protection • Licensing • Maintenance and support • Alternate meter supplier • System training	• Insurance • Background checks and drug testing • WOM system • Safety and protective equipment requirements • Vehicle signage • Personnel dress code and behavior • Right to remove personnel • Temporary stand-down provisions

We will lead the subsequent negotiations once the contract starting point has been established. These negotiations will typically involve several rounds of redline edits between the parties and will be accompanied by phone conferences with vendor contract personnel. Ultimately, this process will finalize and execute the contract for the City and vendors.

Quanta Technology will support the City during the approval process, including onsite representation if required and technical advisement as needed.

2.4.6 City Council Presentation Support

Quanta Technology will support the City's team in presenting findings and recommendations to council members at scheduled board meetings or events. We will have our team representation on site to present and answer any follow-up questions if required.

2.4.7 Phase 2 Service Task Summary

Table 6 summarizes Phase 2 tasks.

Table 6. Phase 2 Task Summary

#	SERVICE ITEMS	DELIVERABLES	CITY NEEDS
1	Issue RFP/responses to vendor questions	• Issued RFP bid package to pre-qualified vendors • Consolidated questions/responses sent to all bidders	• City to issue the RFP bid package through preferred means • Response input to applicable bidder questions
2	Bid evaluation and ranking	• Compliance review report • Evaluation tool matrix with vendor bid rankings	• Evaluation tool parameter input • Stakeholder participation
3	Vendor shortlist interviews/presentation	• Shortlist meeting for two vendors	• Stakeholder participation
4	Final recommendation to support city selection	• Evaluation Summary & Recommendation	• Final vendor selection
5	Contract development/negotiation support	• Technical Advisement	• Legal contract and support
6	City Council presentation support	• PPT package with a final recommendation and supporting documentation	• Stakeholder participation



2.5 Phase 3: AMI System Implementation

This phase covers the execution of the AMI system deployment project. In this phase, Quanta Technology provides a utility-experienced PMP-certified project management prime, fully responsible for end-to-end implementation from start-up planning and preparation to final acceptance. Our technical advisors will support the project manager using our innovative approaches to key functions such as system integrations and our extensive experience with field deployments—positioning your project for maximum success.

2.5.1 Implementation Kickoff

A typical kickoff meeting would cover the following:

- Introducing project personnel
- Discussing project expectations of all parties
- Ensuring the scope of work is clear to all team members
- Updating the scope of work, if needed, based on detailed discussions
- Ensuring responsibilities for all project members are understood
- Developing a communication plan for internal project communication
- Reviewing and updating the scheduling information as needed
- Reviewing the deployment/implementation, test, and customer marketing/communications plans

2.5.2 Project Management Support

Quanta Technology will assign Rick Garvin, an experienced PMP-certified AMI project manager located in Raleigh, NC, to provide oversight and technical guidance, working closely with a City-appointed Project Manager and the vendor's Project Manager to manage project implementation from start to finish. Rick will work closely with the City's team off-site and onsite as needed to carefully manage the project's implementation. He will work through all the required tasks during the deployment, including project planning, risk management, communication, action tracking, status reporting, and project oversight. He will also be responsible for escalating issues during the project to the appropriate City team members and driving those issues to a conclusion.

Shortly after the kickoff meeting, Rick will work with the City team to develop a comprehensive project plan and schedule that includes a detailed work breakdown structure for tasks, project dependencies, and responsible parties. It will serve as a living plan updated weekly throughout the deployment. In addition, he will develop an action register to track ongoing actions and a communications plan detailing methods of information collection and distribution to ensure consistent communication to proper stakeholders throughout the project. Project risks will be proactively evaluated and documented in the Project Risk Register.

Rick will hold regular status calls (typically weekly) with all key City stakeholders, the vendor, and supporting partners (distributors, installation vendors, etc.) to review tasks, acquire status, assign and drive project action items, and review upcoming scheduled items. He will provide a meeting agenda ahead of the meeting and meeting notes shortly after the conclusion of each call. Additional follow-up working meetings are planned and needed to address specific items. Rick is also supported by Quanta Technology subject matter experts and executive staff as needed.

It is important to note that the City's executive sponsor and project support are key to project success.



2.5.3 System Test Fixture Development

To increase project success and reduce implementation risks, we use electric system test fixtures to ensure that all integrations are in place and tested before deploying any meters to the field (see Figure 9). The fixture used for this project will contain one of each meter type and any other purchased products the vendor provides. Quanta Technology will monitor the design and insist on developing the fixture design and test plan. This fixture can be used for functionality testing, training, and demonstrations.



Figure 9. Example of Electric System Test Fixtures

2.5.4 System Integration and FSAT Support

We will oversee and support the implementation and AMI rollout, including the critical area of system integrations with the City's existing IT systems. These integrations are the vendor's responsibility, with support from the City. Quanta Technology will monitor this integration work and work with the vendor to ensure a successful implementation. Key areas of support include the following:

- **SOW integration with systems:** The installation vendor will own the system integration effort. However, we oversee creating an SOW specification with each system provider to integrate their existing system with the AMI solution. Typical integrations can involve multi-speak, web services, or flat file integrations.
- **System test fixture delivery:** We will work with the implementation vendor to deliver a system test fixture for the purchased metering endpoint to support integration development and FSAT testing.
- **Functional system acceptance test (FSAT) creation:** We will oversee creating an FSAT test specification defining the tests to be executed to validate successful integrations. The approach we have found most successful is to have the system vendor develop the initial draft of the test plan with a detailed review from the client. Then, Quanta Technology ensures that all functionality and systems integrations follow the specifications. FSAT will prove this in all system integrations, including the installation vendor's WOMS system.
- **FSAT testing support:** We will provide oversight during the FSAT test phase using the system test fixture and augmented with friendly field installations. This will provide initial field installations as the final step of FSAT before mass deployment.

Once FSAT is complete and the integrations are proven operational, a go-ahead for the limited deployment evaluation can be granted. Our team has worked with numerous suppliers in the system integration effort across various deployment projects and understands the elements necessary for successful integrations.



2.5.5 Limited Deployment Evaluation

Shortly after FSAT completion, we will work with the City and the AMR/AMI vendor to conduct a limited deployment of approximately 300 meters. This work ensures a good representation of accounts is reflected in the deployment area, including support (if applicable) to test billing use cases, vendor analytics, etc. The limited deployment typically runs for two to three billing cycles and will prove end-to-end system integrations. Limited deployment test scenarios will be run to ensure the City is comfortable proceeding with mass deployment.

2.5.6 Mass Deployment Preparation

We will work with the City—and ultimately the selected vendor—to develop detailed implementation plans, including project schedules, communications plans, testing plans, and more. As we approach the start of mass deployment, we will conduct a comprehensive deployment readiness assessment. This assessment involves working with the City, the solution vendor and the installation contractor to ensure these items have been addressed to facilitate a successful start of mass deployment. Typical items covered include the following:

- Installer and customer safety considerations
- Work release and dispatching strategy
- Customer communications
- Customer marketing (e.g., billing inserts, door hangers, web notices, AMI day, etc.)
- Call center and installer scripting for consistent messaging
- Billing blackout handling
- Special account handling (VIP, medical, etc.)
- Installation production targets and working hours
- Successful installation definition
- Handling meter access issues and cannot locate accounts
- Handling of electric meter base repairs
- Return to utility (RTU) accounts/conditions
- Legacy meter disposal
- Meter exchange documentation (including GIS coordinates, installation photos, last read, etc.)
- RMA product return procedures
- Customer claims process
- Receipt of shipment procedures
- Inventory management
- New hire onboarding and training
- Field installation audits
- Supporting materials (access keys, meter seals, rings, band keys, meter pit lids if applicable, etc.)

2.5.7 Field Deployment/Commissioning Support

Once the mass deployment commences, we will provide ongoing support for the meter exchange activities throughout the deployment, primarily led by the project manager. We will also provide a technical advisor available to address project and technology-related issues throughout the deployment. This task typically includes the following activities during field rollout:

- Vendor meetings
- Schedule management
- Contract administration and change orders (if required)
- Weekly calls and periodic onsite meetings
- Field install oversight, including tracking and reporting of
 - Pre-deployment initial testing, including all system integrations
 - Return material authorization activities
 - Install progress (plan vs. actual)
 - Return to utility non-install resolutions
 - Customer complaint resolutions



- Safety issues and reporting
- Daily/weekly install plans
- QA activities

2.5.8 Business Readiness Evaluation

We will conduct a business readiness evaluation assessment before going live and the system's turnover toward the tail end of mass deployment. This evaluation will identify process modifications or gaps in training with staff and allow time to correct and adjust before going live. Quanta Technology will lead the assessment using a predefined checklist of items that City staff will review and approve. We will support and guide any final adjustments made.

2.5.9 Project Closure

After the project, Quanta Technology will assist City staff with project closure activities. These activities typically involve final financials, lessons learned events, and other items required to complete the project.

2.5.10 Phase 3 Service Task Summary

Table 7 summarizes the services proposed for Phase 3.

Table 7. Summary of Phase 3 Services

#	SERVICE ITEMS	DELIVERABLES	CITY NEEDS
1	Implementation kickoff	• Meeting notes	• Stakeholder participation
2	System test fixture development	• Technical advisement to ensure the functioning test board	• Stakeholder participation
3	System integration and FSAT support	• System integration planning and FSAT test results	• Stakeholder participation
4	Limited deployment evaluation	• Technical advisement during evaluation and go/no-go decision	• Stakeholder participation
5	Mass deployment preparation	• Mass deployment checklist	• Stakeholder participation
6	Field rollout/commissioning support	• Technical advisement during field rollout	• Stakeholder participation
7	Business readiness evaluation	• Readiness assessment summary	• Stakeholder participation
8	Project close	• Closure checklist	• Stakeholder participation
9	Project management support Phase 3	• Project management support and oversight	• City counterpart support to coordinate City internal activities

2.5.11 Optional Project Services

The optional services listed in Table 8 can be offered upon request. These services are designed to provide additional support as deemed necessary by our clients.

Table 8. Optional Services

#	SERVICE ITEM	DESCRIPTION
1	Grant Evaluation & Preparation Assistance	Grant assistance processes, from providing eligibility assessments, concept paper development through application completion. If awarded development of a strategic roadmap, identifying priorities.
2	Electric grid resilience	We will evaluate the City's current grid infrastructure and propose recommendation(s) to address available and emerging technologies such as electrification (EV loads), microgrids, distributed energy resources, availability and resilience schemes/measures,



#	SERVICE ITEM	DESCRIPTION
		distribution automation, and enablement of customer engagement programs such as demand response (DR) and pre-payment.
3	Data cleansing support	We will provide a data analyst to work alongside City staff to support data corrections to obtain a good representation of the meter population and proposed AMI replacements or retrofits. Typical data that are used include the following: • GIS coordinates (LAT/LONG) for all metering endpoints • GIS coordinates for any mounting assets for network infrastructure
4	Reference customer visits	Should the City choose, Quanta Technology will assist the City with reference customer site visits to obtain firsthand knowledge of the AMI system's capabilities and performance. Before the visits, we would develop a list of questions with the City and assist in developing the meeting agenda, accompany the City during the visits, and facilitate discussions as needed. We assume there will be one visit per shortlisted bidder for no more than two visits.
5	Field and Asset Study	See Section 2.2.4 for more details. We will perform necessary field audits and surveys to help determine the City's readiness for AMI deployment. The study will be staffed by the Project Manager and an experienced field resource who will conduct the field audits using Military Standard 105E sampling methods or selected strategic sites. Optional pricing is based on a 300 site sample. Our pricing includes the sampling for up to 3 weeks. We will deliver detail and summary reports (Excel) along with picture documentation.



3 Project Personnel

The proposed project team comprises experts who have previously worked together on similar projects. This section details their qualifications, how they will be organized, and who will work on what aspects of the City's project. Our team is led by Rick Garvin, PMP, who will be the Project Manager. Rick is a certified Project Management Professional (PMP) with more than 10 years of utility deployment experience and more than 15 years of project management experience. He is supported by Jesus Gonzalez, PMP, as a Program Manager and David Hart, the Vice President of Protection, Control, and Automation, as the executive sponsor. The proposed project team is detailed below.

The proposed personnel for this project and their roles and responsibilities are shown in Table 9. The Project Manager's resource allocation is anticipated to vary from 20%–50% throughout the project, with peaks of 100% as needed. The remainder of the team will be dedicated as required to the project. The project's scope will determine the level of involvement in any given phase. This involvement can increase or decrease as needed by the City, but the resource allocation will always be appropriate for the level of effort required on the project. Quanta Technology has sufficient resources to meet the need.

Table 9. Proposed Staff Qualifications Summary

NAME	TITLE	RELEVANT EXPERIENCE	ROLE	INVOLVEMENT LEVEL	PROJECT CONTRIBUTION
Rick Garvin, PMP	Senior Project Manager	10+ yrs. utility 15+ yrs. PM elec./water/gas	Project management	Heavy	Project management; team lead; customer prime
Jesus Gonzalez, PMP	Principal Advisor	11+ yrs. utility 24+ yrs. PM elec./water/gas	Program manager	Heavy	Program management support; project support
Louis Santilli	Principal Advisor	38+ yrs. utility elec./water/gas	Subject matter expert	Heavy	Technical Prime; Program support advisement
Robert Dumas, PhD, PE	Principal Advisor	40+ yrs. utility elec./water/gas	Subject matter expert	Heavy	Advisement; process development
David Uy, PE	Principal Engineer	27+ yrs. utility electric	Engineering and project support	Support	Data analysis; project support
Steven Ellis	Consultant III	10+ yrs. industry	Geospatial analysis	Support	Geospatial data analysis, MAP generation
David Hart, PhD	Vice President	35+ yrs. utility	Executive/project sponsor	Support	Executive oversight; resource support

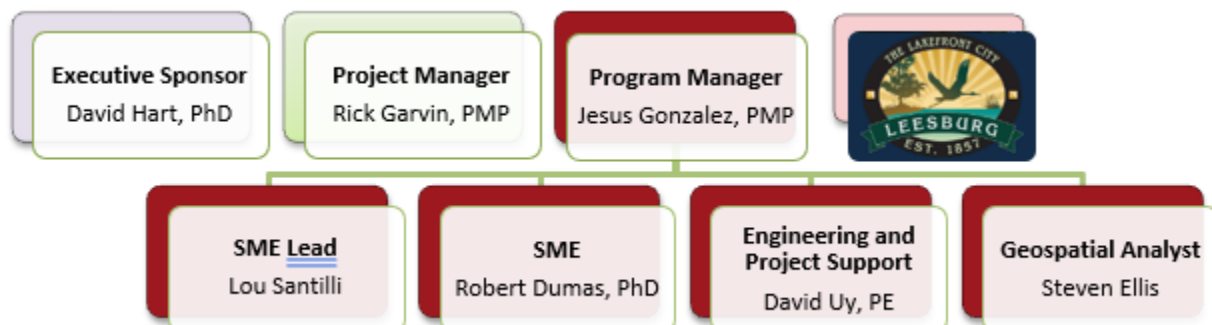


Figure 10. Project Organization Chart



RICK GARVIN, PMP

RICK GARVIN, SENIOR ADVISOR, has over 35 years of professional experience spanning the utility and telecommunications industries and over 15 years of project management experience. Rick has notable success with software, product, and integrated solutions in directly supporting customer needs and business objectives. His utility experience includes over ten years of advanced metering infrastructure (AMI) deployments with Honeywell (formerly Elster Solutions & ABB), where he led and managed deployment projects across a broad customer base, including municipalities, cooperatives, and IOUs in North America. He holds a bachelor's degree in electrical engineering from Virginia Tech and has been a certified Project Management Professional for over ten years.



SENIOR ADVISOR

AREAS OF EXPERTISE

- AMI electric, water, and gas system deployments
- Project management planning, communications, governance, risk analysis/management, cost control
- Designing and implementing software, product, and integrated solutions

EXPERIENCE AND BACKGROUND

- Years of experience in the utility industry 2013–Present
- Senior Advisor, Quanta Technology 2023–Present
- Senior Program and Project Manager, Honeywell/Elster Solutions 2016–2023
- Senior Project Manager, Customer Delivery, Elster Solutions 2013–2016
- Years of experience in the telecommunications industry 1988–2013
- Hosted Solutions Planner & Systems Engineer, Nortel/Avaya 2008–2013
- Senior Software Designer, Architect and Lab Manager, Nortel 1996–2008
- Software Designer North America, Bell Northern Research 1993–1996
- Member of Scientific Staff, Northern Telecom 1988–1993

RELEVANT FIELD DEPLOYMENT PROJECTS

- Entergy - Electric 3M, Gas 200K, AMI deployment (Honeywell)
- Orlando Utilities Commission - Water 145K, Electric 230K, AMI, and AMR deployment (Honeywell)
- Ross County Water Company - Water 14K, AMR deployment (Honeywell)
- Brookings Municipal Utility - Water 7.8K, Electric 10K, AMR deployment (Honeywell)
- Barron Light and Water - Water 1.3K, Electric 1.8K, AMR deployment (Honeywell)

ACCOMPLISHMENTS AND INDUSTRY RECOGNITION

- Certified Project Management Professional (PMP), 2013–Present
- Commonwealth of Virginia Board Certified Engineering Intern, 1988

EDUCATION

- BS, Electrical Engineering, Virginia Polytechnic Institute and State University, 1988
- Pre-engineering, Electrical Engineering and Computer Science, West Virginia University at Parkersburg



JESUS GONZALEZ, PMP

JESUS GONZALEZ, PRINCIPAL ADVISOR, has over 30 years of professional experience spanning the utility and telecommunications sectors and 24 years of project management experience. His utility experience includes over 11 years of advanced metering infrastructure (AMI) deployments with Honeywell (formerly Elster Solutions and ABB), where he led and managed numerous deployment projects across a broad customer base consisting of municipalities, cooperatives, and IOUs in North America and Mexico. He holds a master's in Information and Computer Science from the Georgia Institute of Technology in Atlanta and has been a certified Project Management Professional for 15 years.



PRINCIPAL ADVISOR

AREAS OF EXPERTISE

- Advanced metering infrastructure (AMI) electric, water, and gas system deployments
- Project Management planning and governance, risk analysis/management, cost control
- Project Management Office Portfolio Management, Clarity PPM

EXPERIENCE AND BACKGROUND

- Years of experience in the utility industry 2011–Present
- Principal Advisor, Quanta Technology 2022–Present
- Manager Customer Delivery, Honeywell/Elster Solutions 2015–2021
- Senior Project Manager, Customer Delivery, Elster Solutions 2011–2015
- Years of experience in the telecommunications industry 1987–2011
- Clarity Program Manager, PMO Office, Tekelec 2011–2007
- Senior Technical Manager, Lucent Technologies..... 1996–2003
- Member of Technical Staff, AT&T Bell Laboratories..... 1987–1996

RELEVANT FIELD DEPLOYMENT PROJECTS

- City of Newberry - Water 2.1K, Electric 1.9K, AMI deployment (Quanta Technology)
- City of Clewiston - Water 4K, Electric 4K, AMI deployment (Quanta Technology)
- City of Tallahassee - Water 87K, Electric 113K, Gas 24K, AMI deployment (Honeywell)
- City of Fort Collins - Water 31K, Electric 68K, AMI deployment (Honeywell)
- Lafayette Utilities System - Water 56K, Electric 65K, AMI deployment (Honeywell)

SELECT INDUSTRY ACCOMPLISHMENTS AND RECOGNITION

- Project Management Professional (PMP), 2007–Present
- Six Sigma Green Belt, Villanova University

EDUCATION

- MS, Information and Computer Science, Georgia Institute of Technology, 1988
- BS, Electrical and Computer Engineering, University of Miami, 1987



LOUIS A. SANTILLI

LOUIS A. SANTILLI, PRINCIPAL ADVISOR, has over 38 years of professional experience in all aspects of electric, water, gas, smart city, and smart grid distribution systems, generation, customer service, and financial management. His investor-owned utility experience includes over 24 years in operations, engineering, and management roles in nuclear and fossil generation, transmission and distribution, and electric metering. He has over 14 years of system integrator and manufacturer experience. He led and managed numerous gas, water, and electric projects across a broad customer base consisting of municipalities, cooperatives, and IOUs in North America.



PRINCIPAL ADVISOR

AREAS OF EXPERTISE

- Advanced metering infrastructure (AMI) electric, water, and gas system deployments
- Smart city and smart grid systems
- Program management planning and governance, risk analysis/management, and cost control
- Renewables (battery storage, electric vehicles, solar, and wind)

EXPERIENCE AND BACKGROUND

- Years of experience in the utility industry 1979–Present
- Principal Advisor, Quanta Technology 2022–Present
- Consultant, Harbourfront Group 2021–2022
- Chief Operating Officer / Equity Partner, Eplis2 2021–2022
- Vice President of Business Development, Bloom Energy 2021
- Area Vice President Enterprise Projects, Sales and Services, Itron, Inc. 2007–2021
- Operations, Engineering, and Management, Progress Energy Corp (Duke Energy Corp) 1983–2007
- Salem/Hope Creek Nuclear Maintenance, PSEG Nuclear LLC 1998–2000

SELECT INDUSTRY ACCOMPLISHMENTS AND RECOGNITION

- Certified Energy Manager (CEM), Association of Energy Engineers, Inactive
- Certified Power Quality Professional (CPO), Association of Energy Engineers, Inactive
- Reactor Operator Training (Technical Nonlicenced), Florida Power Corp

EDUCATION

- BS, Electrical Engineering, University of South Florida, 1997



ROBERT DUMAS, PHD

ROBERT DUMAS, PHD, PRINCIPAL ADVISOR, AMI Manager, has over 40 years of experience with increasing levels of organizational responsibility in electrical, nuclear, mechanical, and environmental engineering positions associated with electric utility generation, transmission operations, and advanced metering infrastructure (AMI) smart-grid solutions for some of the largest utilities in the U.S. and internationally. This experience includes over 17 years with Virginia Power Nuclear Design Engineering and 17 years in the AMI industry with Elster Solutions (formerly ABB) and Itron Inc. With Quanta Technology, he has executed the multimillion-dollar Wide-Area Protection project for National Grid Saudi Arabia and ongoing AMI consulting projects.



PRINCIPAL ADVISOR

AREAS OF EXPERTISE

- Utility operations
- Resource planning
- Nuclear plant instrumentation and control
- Nuclear and EMS SCADA systems
- Project and program management
- AMI
- Smart metering
- Meter data management systems
- GIS system application

EXPERIENCE AND BACKGROUND

- Years of experience in the electric power industry 1977–Present
- Principal Advisor and AMI Manager, Quanta Technology 2016, 2018–Present
- Director, Solution Delivery, Itron Inc. 2017–2018
- Managing Partner, Smart Grid Consulting Associates, LLC 2015–2016
- Vice President, Program Implementation, Elster Solutions (formerly ABB) 1999–2014
- Senior Researcher and Doctoral Student, Environmental Engineering, NCSU 1995–1999
- Senior Staff Engineer, Nuclear Design and Power Supply, Virginia Power 1977–1994

RELEVANT FIELD DEPLOYMENT PROJECTS

- City of Newberry - Water 2.1K, Electric 1.9K, AMI deployment (Quanta Technology)
- City of Clewiston - Water 4K, Electric 4K, AMI deployment (Quanta Technology)
- City of Tallahassee - Water 87K, Electric 113K, Gas 24K, AMI deployment (Honeywell)
- City of Fort Collins - Water 31K, Electric 68K, AMI deployment (Honeywell)
- Kansas City BPU - Water 54K, Electric 67K, AMI deployment (Honeywell)
- Peterborough - Water 22K, Electric 37K, AMI deployment (Honeywell)

EDUCATION

- PhD, Environmental Engineering, North Carolina State University, 1999
- MS, Environmental Engineering, North Carolina State University, 1996
- BS, Nuclear Engineering, North Carolina State University, 1977



DAVID UY, PE

DAVID UY, PE, ADVISOR, is an accomplished engineer with expertise in designing and developing customer-focused solutions using customer requirements, system specifications, test and field data, and root cause analysis. He has expertise in developing, producing, and supporting power system protection, automation, energy measurement, and control products. David is also adept at managing projects and deploying efficient customer solutions.



ADVISOR

AREAS OF EXPERTISE

- Advanced metering infrastructure (AMI)
- Advanced meter reading (AMR)
- ANSI C12.18/21/22, DNP 3.0, Modbus, TCP/IP
- Power system protection
- Process management
- Data analysis
- Root cause analysis
- Project management
- Testing

EXPERIENCE AND BACKGROUND

- Years of experience in the electric power industry 1995–Present
- Senior Engineer (Associate), Quanta Technology 2020–Present
- Sr. Advanced Embedded Engineer, Honeywell International 2016–2019
- Principal Engineer, Elster Solutions 2001–2016
- Senior R&D Engineer, ABB Electric Systems Technology Institute 1997–2001
- R&D Engineer, ABB Transmission Technology Institute 1995–1997

SELECT INDUSTRY ACCOMPLISHMENTS AND RECOGNITION

- Licensed Professional Engineer, North Carolina (No. 027004)
- Member, IEEE, 1983–Present
- Seven patents (four in AMI and three in distribution system protection and monitoring)

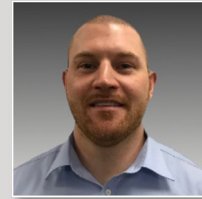
EDUCATION

- MS, Electrical Engineering (Power System Reliability), Missouri University of Science and Technology (University of Missouri-Rolla), 1991
- BS, Electrical Engineering, Michigan Technological University, 1988



STEVEN ELLIS

STEVEN ELLIS, PRINCIPAL GIS SOLUTION ARCHITECT, is a geospatial analyst with over 13 years of military leadership, business management, financial accounting, and analytics experience. During his career, Steven has performed in roles such as Operations Manager, Distribution Manager, and Mutual Fund Analyst. In this role, he works on projects in distribution and transmission planning, system maintenance, electrification, big data analytics, and substation impact.



PRINCIPAL GIS SOLUTION
ARCHITECT

AREAS OF EXPERTISE

- Database design and data management
- Econometrics and demographic analysis
- Electrification and EV adoption modeling
- Geocoding
- Georeferencing
- High-granularity spatial load forecasting
- Hosting Capacity WebApp Development
- Post-storm health assessments
- Process automation through Python scripting
- Renewable energy site selection and suitability analysis
- Spatial statistics and clustering analysis
- Supervised/unsupervised image classification
- Transmission health assessments

EXPERIENCE AND BACKGROUND

- Years of experience in the electric power industry 2019–Present
- Principal GIS Solution Architect, Quanta Technology 2019–Present
- Senior Geospatial Analyst, Asset Management, LUMA Energy 2020–Present
- Distribution Manager, Bond Brothers Brewing Company 2016–2019
- Leadership Experience, United States Coast Guard 2012–2016
- Professional Management, Operations Manager, Lyons Detailing 2011–2012
- Mutual Fund Analyst, SEI Investments Company 2007–2011

SELECT INDUSTRY ACCOMPLISHMENTS AND RECOGNITION

- Member, IEEE, 2019–Present
- Member, IEEE PES, 2019–Present
- Geospatial Graduate Student Organization, 2017–Present
- North Carolina ArcGIS Users Group, 2017–Present
- United States Veterans Corps, 2016–Present

EDUCATION

- MS, Geospatial Information Science and Technology, North Carolina State University, 2018
- BS, Economics, Pennsylvania State University, 2006



DAVID G. HART, PHD

DAVID G. HART, PHD, EXECUTIVE ADVISOR, Senior Vice President, has over 30 years of experience in the power industry, including protection and control, power system automation, smart metering, and AMI systems. Before his work at Quanta Technology, he developed numerous protection and control products. David held senior management positions at ABB, where he developed AMI-related products and systems. At Elster, he was responsible for AMI engineering, product management, and quality organizations. At Quanta Technology, David and his team provide consulting support to utilities on AMI systems, feeder automation, coordination studies, IEC 61850, and advanced protection applications. As the direct head of Protection & Control, he guides the overall business strategy, client and program proposals, and project execution. David holds a doctorate in electrical engineering from Clemson University and is a senior member of IEEE/PES. His work has earned significant recognition throughout his career, including over 30 technical patents and numerous published articles.



EXECUTIVE ADVISOR

AREAS OF EXPERTISE

- Protection and control
- Substation automation
- Feeder automation
- Advanced metering infrastructure/smart metering

EXPERIENCE AND BACKGROUND

- Years of experience in the electric power industry 1992–Present
- Senior Vice President and Executive Advisor, Quanta Technology 2015–Present
- Vice President, Automation Solutions, ABB 2014–2015
- Executive Director Solutions, ABB 2013–2014
- Senior Vice President Solutions (PM, Engineering, Quality, Support), Elster Electricity 2006–2013
- Vice President of Engineering and Quality, Elster Electricity 2001–2006
- Automation Program Manager, ABB 1999–2001
- Automation Technology Center Manager, ABB 1997–1999
- Technology Team Leader, ABB 1996–1997

SELECT INDUSTRY ACCOMPLISHMENTS AND RECOGNITION

- ABB Achievement Award
- Numerous technical disclosures in metering, power system protection, control, and automation
- Numerous patents issued
- Numerous industry publications
- Senior Member, IEEE PES

EDUCATION

- PhD, Electrical Engineering (Power Systems), Clemson University, 1991
- MS, Electrical Engineering (Power Systems), Clemson University, 1987
- BS, Mathematics and Physics, Wofford College, 1985



3.1 Experience with Municipality Deployments

Collectively, team members have deployed more than 130 systems, ranging in size from a few thousand to more than a million AMI endpoints. Most of these systems (100+) involved municipal clients, with the remaining comprising IOUs and cooperatives. Many of these systems have gas, water and electric meter endpoints with water-only or gas-only areas. Our team is experienced in all project phases, including business process assessments, business case analysis, system requirements definition, network technology evaluation, vendor selection, contract support/negotiations, and project implementation. We partner with clients to help them fully adopt AMI systems and leverage their investment to realize operational efficiencies, reduce system losses, and improve customer service. Below is a sample list of projects that deployed AMI endpoints.

Table 10. Quanta Technology Example Experience with multi-commodity AMI End Points

	UTILITY	LOCATION	Elect. Meters	Water Meters	Gas Meters
130 Completed Deployment Examples	OUC	USA, FL	227,589	105,690	
	Tallahassee	USA, FL	113,606	87,450	24,692
	Lafayette Utilities System (LUS)	USA, LA	65,135	56,995	
	KCBPU	USA, KS	67,445	54,410	
	Fort Collins	USA, CO	68,691	31,957	
	Ocala	USA, FL	54,396	24,488	
	Georgetown	USA, TX	23,089	23,981	
	Peterborough	Canada, ON	37,101	22,760	15
	Navajo Nation (NTUA)	USA, AZ	40,229	20,477	1,489
	Columbia Power & Water Systems	USA, TN	26,003	18,944	
	Duncan	USA, OK	9,276	12,521	
	Danvers, Town of	USA, MA	13,333	11,262	
	Newark (DE), City of	USA, DEL	12,240	9,484	
	Wisconsin Rapids	USA, WI	14,408	8,606	
	Memphis Light Gas Water (MLGW)	USA, TN	20,587	6,694	14,463
	Fredericksburg, City of	USA, TX	5,641	6,516	
	Tipp City	USA, OH	5,099	4,312	
	Shawano	USA, WI	5,627	4,056	
	Humboldt TN	USA, TN	4,542	3,955	3,554
	Bay City of Michigan	USA, MI	16,155	2,869	
	Burnet	USA, TX	2,891	2,337	
	Utilismart	Canada, ON	79,577	1,660	286
	David City	USA, NE	1,636	1,372	
	Rochelle	USA, IL	4,017	1,089	
	Cleveland Utilities	USA, TN	30,928	713	
	NWG_FortFrances	Canada, ON	3,950	304	
	Horizon Utilities	Canada, ON	240,342	286	
	Silicon Valley Power (SVP)	USA, CA	730	37	

We are working on numerous projects in the Florida area, primarily through the Florida Municipal Power Agency (FMPA). These projects have gas, water and electric metering endpoints with some water-only and gas-only areas. Section 5 contains more information on these projects.



4 Proposed Pricing

Quanta Technology offers the scope of work, deliverables, and project team described in this proposal on a time and materials (T&M) basis with a budgetary estimate provided. All associated travel is billed separately on a cost basis with no markup. Travel estimates are detailed in Section 4.2.

The project price is calculated based on the scope of work and the assumptions outlined in this proposal. Billing will be on a T&M basis using project rates shown in Table 12. A budgetary estimate of hours and cost is shown in Table 11.

Project management support is offered as an optional service on a T&M basis and is billed monthly along with travel as incurred all net 30 days. The quotation excludes taxes, which are the customer's sole responsibility.

Table 11. Proposed Services

#	PROPOSED ITEM	EST. HOURS	BUDGETARY ESTIMATE
1	Phase 1: Requirements and Readiness Advisory Services		
	• Project Initiation		
	• Business Process Readiness Review		
	• Smart Grid Strategy (AMI Priorities)		
	• Public Outreach and Education Planning		
	• Grid Resilience Evaluation		
	• RFP Technical Specification Development		
	• Solution Provider Pre-Qualification		
2	• City Council Presentation Support		
	Phase 2: Solution Procurement Advisory Services		
	• Issue RFP/Responses to Vendor Questions		
	• Vendor RFP Evaluation/Ranking		
	• Vendor Shortlist Interviews/Presentations		
	• Vendor Recommendation/City Selection		
	• Contract Development/Negotiation Support		
	• City Council Presentation Support		
3	Phase 3: AMI System Implementation Advisory Services		
	• Implementation Kickoff		
	• Project Management Support		
	• System Test Fixture Development		
	• System Integration and FSAT Support		
	• Limited Deployment Evaluation		
	• Mass Deployment Preparation		
	• Field Deployment/Commissioning Support		
	• Business Readiness Evaluation		
	• Project Closure		
Advisory Services Sub-Total			
Optional			



#	PROPOSED ITEM	EST. HOURS	BUDGETARY ESTIMATE
4	Project Management Support: - Senior AMI Project Manager (PMP Certified) - Added travel during deployment (4 trips, 2 days each, 1 staff)		
Project Management Sub-Total			
5	Travel (all Phases)	-	
Grand Total			\$419,621

4.1 Hourly Rate Schedule

Table 12. Quanta Technology FMPA Rates

TITLE	STANDARD RATES (USD)
AMI SME/Principal Advisor	
AMI SME/Senior Advisor	
Senior Project Manager	
Senior Engineer/Data Analyst	
Geospatial Engineer	

4.2 Expense

Travel, lodging, and materials will be billed at cost with no markup. Typical travel trips required to support the project implementation are shown in Table 13. All other travel tied to provided services will be rendered as the project requires and billable at cost.



Table 13. Proposed Travel Expense Cost Estimate

ITEM	TRIPS	DAYS	STAFF	COST ESTIMATE
PH1: Project Kickoff	█	█	█	█
PH1: Business Process Workflows	█	█	█	█
PH1: Grid Resilience Evaluation	█	█	█	█
PH1: Council Presentation	█	█	█	█
PH2: Short List Presentations Meeting	█	█	█	█
PH2: Council Presentation	█	█	█	█
PH3: Vendor Kickoff Meeting	█	█	█	█
PH3: Integration FSAT Testing	█	█	█	█
PH3: Start of Mass Deployment	█	█	█	█
PH3: Final Acceptance/Business Readiness	█	█	█	█
Total				█

4.3 Assumptions

The assumptions in Table 14 have been made in developing the cost and schedule for this proposal.

Table 14. Proposal and Schedule Assumptions

ITEM	ASSUMPTIONS
General	
1	There is a fixed start date within 14 days of contract signing.
2	If the project scope or duration changes, we will work with the City team to assess impacts and work through a documented change order process accordingly.
3	Travel is estimated at █ trips, which we believe is sufficient for the project. Additional travel beyond what is included must be mutually agreed upon and approved and will be charged to the customer at cost with no markup.
4	The City will provide contact points to answer or approve general day-to-day inquiries that may arise as work progresses. These contact points may be one person from each key function or department (e.g., IT, finance, billing, meter shop, etc.).
5	The City project stakeholders will participate in scheduled weekly status calls and work on assigned action items in a reasonable timeframe.
6	The required City CIS account data, including meter and location data, will be provided to Quanta Technology in a reasonable timeframe and be of reasonable quality. The data provided will be able to be incorporated into the GIS maps and RFP Technical Specifications. Additional data cleansing and delivery rounds may involve unplanned efforts to update the RFP/GIS maps.
Phase 1: Requirements and Readiness Advisory Services	
7	Quanta Technology team members will be onsite for the interviews in Phase 1. City staff will be available for interviews as needed from across needed organizational functions (e.g., IT, Finance, billing, meter shops, etc.)
8	All information required for the RFP will be provided (meter types, sizes, location, etc.). The City will, at a minimum, provide addresses for each metering endpoint.
9	Two review cycles for the AMI RFP technical specification are considered in scope. Additional review cycles after the first two are not in scope.
10	Quanta Technology will provide an RFP technical specification and associated pricing tables. The City will add its legal and commercial terms to create the final bid package. Quanta Technology can provide guidance on resolving conflicts between the Bid terms and conditions and the RFP technical specification.
Phase 2: Solution Procurement Advisory Services	



ITEM	ASSUMPTIONS
11	Quanta Technology will score up to four approved bidder RFP response packages using weight input values provided by City stakeholders (representing customer importance). Bid evaluations scored by City stakeholders can be priced separately if desired.
12	Quanta Technology will follow and support the City's required procurement process. Quanta Technology recommends using its SharePoint approach to bid management if allowed by the procurement process.
13	Quanta Technology will make the final vendor recommendation under standard services. The City will make the final vendor selection.
14	The City's legal and contracts staff will cover legal and commercial aspects (non-technical or pricing) in negotiations and contract development.
15	Quanta Technology has included [REDACTED] hours of technical support for contract development/negotiation, which is deemed acceptable for this scope of work. Should additional hours be required, while not anticipated, Quanta Technology will support negotiations until completion on a T&M basis at the discounted Principal Advisor rate of [REDACTED]
Phase 3: AMI System Implementation Advisory Services	
16	Quanta Technology will provide project management (PM) oversight and management during the project implementation period, which is estimated to be [REDACTED]. A total of [REDACTED] PM hours have been allotted to this activity as an optional service. While not anticipated, additional PM hours, if required, would be provided on a T&M basis using Quanta Technology's Senior Project Manager discounted rate of [REDACTED]
17	Integration support and FSAT development are scoped solely for integration into the City's billing system, SCADA, and GIS system. Additional systems, such as an MDM, can be included but must be estimated separately once these systems are identified or applied and not included in the provided pricing.

4.4 Expiration Date

This offer is valid for 90 days from the date of issue. For information about offer extensions, contact Louis Santilli at lsantilli@Quanta-Technology.com or 919-903-2207.

4.5 Terms and Conditions

Quanta Technology proposes to perform the work described in this proposal under the existing FMPA/Quanta Technology Master Services Agreement dated August 23, 2017



5 References/Past Projects

5.1 City of Newberry, Florida—Phases 1 and 2: AMI Requirements And Business Readiness, Vendor Selection, and Phase 3: AMI System Implementation

Phases 1 and 2: 2019-2021; Phase 3: 2021-2023

Customer Name: Mike New, City Manager
Address: 25440 W. Newberry Rd, Newberry, FL 32669
Email: MNew@NewberryFL.gov
Phone Number: (352) 472-2161
Fax Number: (352) 472-7026

Reference Sheet Respondent:
Dallas Lee, Assistant City Manager
(352) 472-2161
DLee@newberryfl.gov

Project Value Drivers: Community involvement, improved customer service

Project Profile: 2.1K water endpoints, 1.9K electric endpoints, water-only areas, Sensus solution, ADG billing system

Project Costs, Change Orders, Amendments, and Final Costs: Confidential

Scope of Services: Phase 1—AMI Requirements and Business Readiness: Quanta Technology provided business readiness and gap analysis, assessment of AMI readiness, business process mappings, AMI priorities, cost-benefit analysis, system requirement definition, RFP development, vendor pre-qualification, and project stakeholder/City Council presentations.

Phase 2—Vendor Selection: Quanta Technology provided support for vendor selection and procurement, including RFP issuance, Vendor Q/A support, bidder response compliance reviews, vendor scoring/ranking, final vendor recommendation, contract development/negotiation support, and project stakeholder/City Council presentations.

Phase 3—AMI System Implementation: This is currently in its final stages of final acceptance testing phase to validate key requirements and KPI performance metrics. The project is on track to completion as scheduled and per the approved budget. Quanta Technology provided the following services:

- System test fixture setup/oversight for system integration testing
- Oversight for SOW development with integrating systems
- Functional system acceptance test (FSAT) development and execution
- System integration
- Community outreach, including the AMI Day event
- Field deployment readiness planning and preparation

The project is also metering system boundaries in preparation for conducting an AWWA water balance to categorize nonrevenue water losses.

Testimonial: *Like most small cities that operate utilities, Newberry's elected officials are very much in tune with the sentiments of our customer base. Our staff presented the concept of automated metering infrastructure to our city commission as a means to address some deficiencies in meter reading. The city commission quickly realized the value in providing daily and hourly utility consumption data to our customers, and the opportunities it would provide in making decisions related to utility consumption. The commission directed staff to initiate a project to implement AMI technology in Newberry. Our team recognized the complexity of deploying AMI, and while all are experts in their area of operation, they wisely recommended that we partner with a third-party consultant to make sure we realized the benefit of a consultant's experience. We selected Quanta Technology after a thorough evaluation of several firms. Their expertise and experience in successful AMI deployment projects was key to their selection as our project partner. — Mike New, City Manager*



5.2 City of Clewiston, Florida—Phases 1 and 2: AMI Requirements, Business Readiness, and Vendor Selection; Phase 3: AMI System Implementation

Phases 1 and 2: 2019-2021; Phase 3: 2021-2024

Customer Name: Randy Martin, City Manager
Address: 115 W Ventura Ave., Clewiston, FL 33440
Email: Randy.Martin@Clewiston-FL.gov
Phone Number: (863) 983-1454 Ext. 5

Reference Sheet Respondent:
Lynne Mila, Assistant Utilities Director
(863) 983-1454 x306
lynne.mila@clewiston-fl.gov

Project Value Drivers: Nonrevenue water loss reduction, customer pre-pay

Project Profile: 4.1 K water endpoints, 4.5 K electric endpoints, water-only areas, Sensus solution, Tyler CIS billing

Project Costs, Change Orders, Amendments, and Final Costs: Confidential

Scope of Services: Phase 1—AMI Requirements and Business Readiness: Quanta Technology provided business readiness and gap analysis, assessment of AMI readiness, business process mappings, AMI priorities, cost-benefit analysis, system requirement definition, RFP development, vendor pre-qualification, and project stakeholder/City Council presentations.

Phase 2—Vendor Selection: Quanta Technology provided support for vendor selection and procurement, including RFP issuance, vendor Q/A support, bidder response compliance reviews, vendor scoring/ranking, final vendor recommendation, contract development/negotiation support, and project stakeholder/City Council presentations.

Phase 3—AMI System Implementation: The project is currently in mass deployment. Quanta Technology provided the following services:

- System test fixture setup and oversight to support system integration testing
- Oversight for SOW development with integrating systems
- Technical advisement/support during mass deployment
- Functional system acceptance test development
- System integration
- Mass deployment support, support for invoicing, data transfers/integrity, installation progress, field issues, vendor management
- **Testimonial:** *The City of Clewiston had been interested in updating its utility metering with an AMI system for some time to modernize our utility operations. Through Florida Municipal Power Association (FMPA), we were introduced to Quanta Technology who has been a very valuable resource to help the City navigate the complexities and cost associated with a procurement of this nature. Quanta's expertise and their professionalism has been extremely valuable in assisting Clewiston in the process. I am glad they will continue to be working closely with our team on the deployment of the much-anticipated AMI system in our community.* – Randy Martin, City Manager



5.3 New Smyrna Beach Utilities— Grid Modernization Strategy/Roadmap and Phase 1: AMI Requirements and Business Readiness; Phase 2: AMI Vendor Selection

Phase 1: 2019-2021; Phase 2: AMI Vendor Selection

Customer Name: Joe Bunch, GM/CEO

Address: 200 Canal St, PO Box 100,
New Smyrna Beach, FL 32168

Email: jbunch@nsbufl.com

Phone Number: (386) 424-3000

Reference Sheet Respondent:

John McMurray, Director Strategic Programs
(386) 424-3004

jmcmurray@nsbufl.com

Project Value Drivers: Grid modernization, system operation improvements

Project Profile: 21K water endpoints, 29K electric endpoints, AMI solution TBD, Cogsdale CIS system

Project Costs, Change Orders, Amendments, and Final Costs: Confidential

Scope of Services: Quanta Technology was hired in March 2019 to develop a grid modernization strategy and roadmap for NSBU. NSBU had recently defined its vision, mission, and value statement, which was used as the basis for the roadmap development. The roadmap was aimed at modernizing their planning and operating capabilities to enhance and strengthen grid operations and to prioritize infrastructure capital investment plans.

After the roadmap creation, Quanta Technology was hired to implement its AMI program, specifically Phase 1—AMI Requirements and Business Readiness. As part of that effort, Quanta Technology provided business readiness and gap analysis, assessment of AMI readiness, business process mappings, AMI priorities, cost-benefit analysis, system requirement definition, RFP development, vendor pre-qualification, and project stakeholder/City Council presentations.

The project is currently in contract negotiations with a selected AMI solution provider. Quanta Technology provided the following services:

- RFP bid packet preparation and commercial term incorporation
- RFP issuance
- Vendor response compliance analysis
- Vendor selection
- Contract Negotiations
- City Council/stakeholder presentations
- Response to vendor questions
- Vendor presentations
- Compliance analysis
- Vendor ranking, recommendations
- Contract development and negotiations
- Project stakeholder/City Council presentations

Testimonial: *Our utility saw a strategic benefit in working with Quanta to develop a coordinated Modernization Roadmap as part of a long-term plan to modernize core operational systems and technology. It is critical to appropriately select an order of these investments to maximize operation benefits and improve customer experience at an effective cost and in a planned manner. – Joe Bunch, GM/CEO*

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.B.2.

Meeting Date: April 8, 2024

From: Robert Hicks, (Police Chief)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, authorizing approval of a photo enforcement services agreement between the City of Leesburg and Altumint, Inc.; and providing an effective date.

Staff Recommendation:

Staff recommends approval of the resolution of the City of Leesburg, Florida authorizing the photo enforcement services agreement between the City of Leesburg and Altumint, Inc.

Analysis:

The program was developed in partnership with Altumint, an industry leader in traffic safety technology. Florida is ranked as the third-worst state for pedestrian traffic fatalities, according to a Florida Road Safety Report, and speed cameras have been shown to reduce traffic incidents.

Cameras would solely target speeders, not drivers running red lights or committing other traffic infractions, who would then receive notice of their violation and pending fines by mail.

The notices must be sent within 30 days of the violation and include a photo or recorded image showing the license plate of the vehicle, the date, time and location of the violation, and the top speed the vehicle was traveling at within the school zone.

Staff has been working with Altumint, Inc. for the administration of the previously approved speed zone photo enforcement program.

Procurement Analysis:

N/A

Options:

1. Approve the resolution authorizing the City Manager or their designee authority to approve this agreement on behalf of the City of Leesburg at properties and facilities of the City of Leesburg; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

The City would not have any out-of-pocket expense; however, Altumint would retain a portion of the fines as their fees.

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA, AUTHORIZING APPROVAL OF A PHOTO ENFORCEMENT
SERVICES AGREEMENT BETWEEN THE CITY OF LEESBURG AND
ALTUMINT, INC.; AND PROVIDING AN EFFECTIVE DATE.**

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

THAT the City Commission hereby authorizes the City Manager or their designee to execute an agreement with Altumint, Inc., a Maryland Corporation, whose address is 4600 Forbes Boulevard, Suite 203, Lanham, MD 20706, for Photo Enforcement 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 8th day of April 2024.

Mayor

ATTEST:

City Clerk

Photo Enforcement Services Agreement

City of Leesburg, Florida

This **Photo Enforcement Services Agreement** (the "Agreement") is made and entered into this [] day of _____ 2024 (the "Effective Date"), by and between Altumint, Inc., a Maryland corporation registered to do business in Florida, with offices at 4600 Forbes Boulevard, Suite 203, Lanham, MD 20706 ("Altumint"), a Florida profit corporation, and City of Leesburg, Florida, a Florida municipal corporation, with an office at 501 West Meadow St. Leesburg, FL 34748 ("Client").

1. Background

Whereas, Altumint is in the business of providing automated traffic violation detection, imaging and administrative services to authorized municipalities and government agencies in compliance with state law and local code of ordinances, using Altumint's proprietary systems (as more specifically described herein below, the "Services"); and

Whereas, Client is an authorized municipality or government agency with a need for such Services; and

Whereas, Client desires to contract, pursuant to the terms and conditions of this Agreement, with Altumint for the provision of such Services.

Now, therefore, for good and valuable consideration, the sufficiency of which is hereby acknowledged, Client and Altumint agree as follows:

2. Services

During the Term of this Agreement, and in consideration of the Fees specified in Schedule A ("Altumint Fees") and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, Altumint shall use reasonable commercial efforts to provide the Services to Client in accordance with the terms and conditions of this Agreement. Services shall include the following:

a. Detection and Recording of Potential Traffic Violations

Altumint will make available to Client certain Speed Detection Systems as defined in §316.003(82) Florida Statutes ("FS") (hereinafter "Speed Detection System(s)"), which work in conjunction with a using radar or LiDAR and to capture a photograph or video of the rear of a motor vehicle that exceeds the speed limit in force at the time of the violation, using photographic, video, or electronic camera and, at Altumint's expense but in accordance with the fees set forth in this Agreement, may also include certain equipment provided by third parties, to produce photographs, video or digital images of vehicles potentially violating traffic laws, and which may include, but are not limited to, portable, mobile and or fixed site camera systems ("Speed Detection System") to detect and record potential traffic violations at the service locations(s) selected by Client ("Recorded Events"). Altumint and Client each agree to operate the Speed Detection System in a manner consistent with the terms and conditions of this Agreement and in full compliance with Florida law and City Code, including without limitation,

Chapter 2023-174 Laws of Florida as codified in Chapter 316 FS, and including any administrative rules or directives promulgated by the Florida Department of Transportation ("FDOT"). Client and Altumint also each agree to operate all Speed Detection Systems in compliance with applicable and prevailing laws of the state and/or local jurisdiction.

b. Initial Validation of Recorded Events

Altumint will promptly perform a preliminary review of Recorded Events data for the sole purpose of attempting to filter Recorded Event data that is of insufficient quality for further use. For example, and without limitation, Altumint may filter Recorded Events data in which no motor vehicle registration plate information or only partial information is reasonably discernible from the Recorded Event. Client will have the sole and exclusive responsibility for the final review of Recorded Events data not filtered by Altumint and the authorization and issuance of a citation thereafter.

c. Motor Vehicle Records

Altumint will promptly retrieve applicable Motor Vehicle Administration ("MVA") records from Florida and other states' databases for motor vehicles photographed in Recorded Events using registration plate information from such vehicles, where such information is reasonably discernible from the Recorded Event. Client agrees to provide Altumint with the required authorizations and applicable access codes for Altumint to effectuate such retrieval of MVA records, if such authorizations are legal. The retrieval of MVA records by Altumint is solely for the purpose of presenting such information to Client and Client shall be responsible for confirming the accuracy of and matching the information to the subject motor vehicle in each instance. Altumint agrees that it will use all MVA databases in accordance with any use limitations and restrictions imposed by law, the owner of the database, any government or Client.

d. Access to Website

After Altumint has completed its preliminary review of Recorded Events data, Altumint shall post Recorded Events data not filtered by Altumint to Altumint's proprietary VioView™ software via the internet to allow for Client's review of Recorded Events on Altumint's website and authorization and issuance of citations. Availability of the website and VioView software will be generally twenty-four (24) hours per day, seven (7) days per week; provided, however, that such availability is subject to change without advance notice as a result of system maintenance, unplanned downtime, and other factors and circumstances beyond Altumint's control. Altumint will not be responsible for any such reasonable unavailability or downtime. Client's use of the website and VioView software is governed by the terms of this Agreement and the Terms of Service posted on the website. (Schedule B)

e. Payments by Mail and Online

Citation payments may be made by check, money order, or credit card. Altumint, directly and or through Altumint's third-party processor, will process payments made by mail and, at no additional cost to Client, provide the capability for individuals receiving citations to view and pay citations online by credit card. All citations and delinquent notices will expressly state that

all payments of fines are to be made payable to Client at the designated physical or website address. All payments of citations will be deposited into the Lockbox Account described in Section 8 below. Payments of citations will be tracked using the system of record, VioView Financial Tracking System ("VioView FTS").

f. Citations and Delinquent/Final Notices, Printing, and Mailing

Altumint, directly or through Altumint's printing services provider, at no additional cost to Client, will print and mail a citation issued by Client or Client's Approving Authorities (as defined in Section 3(f) below), and one delinquent (or one Final) notice for outstanding citation (collectively, "Notices") to the registered owner/lessee/other of motor vehicles bearing State of Florida plates and out-of-state plates to whom a citation has been approved by Client. Such Notices will be in a fixed, standardized format pre-approved by Client. Delinquent or Final notices will include notification of any Related Fees as defined on Schedule A of this Agreement. Client will be responsible for ensuring that the format and content of Notices comply with all applicable laws, rules and regulations. Citations will be mailed to the individual and address specified on the issued citations, which shall be the name, and address of the registered owner/lessee/other of the vehicle as shown on the vehicle registration records. Delinquent or Final Notice(s) will be mailed to the address on the issued citation, unless an updated address becomes available to Altumint.

g. Hearings

Altumint will make available, at Altumint's expense, a qualified expert representative to attend and provide testimony for the initial hearing for citations provided that Altumint received at least thirty (30) days prior written notice of each such hearing. Altumint is not responsible for the outcome of any such hearing. In the event of additional expert testimony requests Client will reimburse Altumint for costs incurred in making such expert available to testify, including reasonable travel, lodging and related expenses.

h. Maintenance and Support

Altumint will, in a timely and prompt manner, maintain and service the Speed Detection System and assist Client personnel who operate the Speed Detection System. Altumint will be on call to correct any malfunction that renders the Speed Detection System inoperable during enforcement hours. Any and all maintenance records shall be considered Confidential Information (defined hereafter) and shall not be disclosed to Client or anyone else, except as provided in the Confidentiality Section of this Agreement.

i. Training

Altumint, at no additional charge to Client, will be responsible for training Client to perform its responsibilities under this Agreement. This includes training new operators as staffing assignments may change at the sole discretion of the Client.

j. Service Locations

Altumint shall provide to Client, without charge, technical advice as to the feasibility of proposed Service Locations.

k. Citizen Inquiries

Altumint shall provide, and include on citations, a telephone number to which recipients of citations may call Monday-Friday, 8:00 a.m. to 5:00 p.m. (ET), excluding legal holidays, to speak with a knowledgeable attendant to make inquiries and receive prompt informed answers to questions regarding such citations, billing and payment procedures and status of payments and hearing dates. Altumint may, at Altumint's expense, employ the services of a customer service call center with properly trained and knowledgeable attendants; Client specifically agrees that such call center's representatives are Altumint's agents, and may access and view any and all information relevant and/or necessary for the provision of the Services described hereunder.

l. Hearing Dockets

Unless agreed otherwise by the parties, on not less than a monthly basis, Altumint, in consultation with Client, shall prepare and submit to the applicable hearing officer or Court all paperwork and other documentation necessary for scheduling of hearings on all citations then ripe for review or adjudication. Altumint shall only send a notice to appear at a hearing, approved by Client, for recipients of citations who have made a timely hearing request.

m. Collections Support

Altumint acknowledges that Client may place the collection of unpaid citations issued pursuant to the terms and conditions of this Agreement and past due debt owed to Client resulting from past due citations and Related Fees with a third party, for purposes of filing collection actions against any motorist and/or debtor who fails to pay amounts due and owing under any citations. Client shall be solely responsible for any and all court costs, filing fees, collection fees, attorney fees and other expenses incurred by Client as part of that collection effort. In association with contractual agreements referenced hereunder, Altumint is hereby authorized to provide a third party with whom the Client contracts to provide debt collections services, with any and all information relevant and/or necessary for the collection of unpaid citations, including personal information of the recipients of the citations, but Client is not obligated to use the third party provided by Altumint, or pursue collection of unpaid citations at all. Altumint's obligations to cooperate and provide information to any third party whom the Client contracts to provide debt collections services shall continue throughout the term of the Agreement and for a period of twenty-four (24) months following the termination of this Agreement. Client agrees to pay Altumint an additional Processing and Administration Fee set forth in Schedule A for providing information and administrative services for the collection effort performed by a third party hired by Client.

3. Client's Responsibilities

Client acknowledges that certain aspects of the Service require the participation and cooperation of Client, without which Altumint's performance of the Services may be significantly impaired or delayed. Client is responsible for the following:

a. Service Location

Client will select the location(s) at which the Speed Detection System will detect and record

potential violations ("Service Location(s)"). After the commencement of service at a Service Location, Client may elect to change the Service Location by notifying Altumint, but Altumint reserves the right to decline a request to change a Service Location that in Altumint's opinion is technically infeasible. Neither Client nor Altumint may use the Services for any purpose not allowed by law.

b. Preserve the Speed Detection System

Client acknowledges that the Speed Detection System used to detect and record Recorded Events consists of valuable personal and is the intellectual property of Altumint. Client agrees to prohibit movement of and access to the Speed Detection System by anyone other than Client and Altumint personnel, but Client is not responsible for the security of the Speed Detection System, or the intentional or negligent acts of any third parties, or traffic accidents causing damage or destruction of the Speed Detection System.

c. Operate the Traffic Speed Detection System

After installation, Altumint has the sole responsibility to operate the traffic Speed Detection System (although Client has the responsibility to issue citations), including equipment maintenance and the functions outlined in this Agreement as the responsibility of Altumint.

d. Maintain Daily Self-Test Log

Altumint will maintain a daily self-test log when applicable to record the Speed Detection System's self-test results.

e. Designate Citation Approving Authorities

Client shall select and designate certain sworn officers or other duly authorized approving authorities ("Approving Authorities") who shall review Recorded Events, identify traffic violations, and lawfully authorize and issue citations for such identified violations using the VioView™ software and website. Client has sole responsibility for ensuring that the designated approving authorities are duly and lawfully authorized to receive and view MVA records and issue citations for pertinent traffic violations. Altumint will assign those authorities a login-ID for accessing VioView™ software and website. The parties agree that Altumint shall not be the Approving Authority.

f. Safeguard Login Information

Client will receive one (1) login-ID to VioView per Approving Authority. Client acknowledges that VioView login-IDs allow full access to Recorded Event data, including but not limited to, information derived from MVA records, and allows the ability to authorize and issue citations. Client shall be solely and exclusively responsible for safeguarding VioView login-IDs issued to Client, and ensuring that unauthorized individuals do not gain access to VioView through use of Client's login-ID. Altumint will also provide Client one (1) VioView FTS login-ID for the exclusive use by individuals authorized by Client to view citations and financial information. It shall be the Client's responsibility to safeguard the VioView FTS login-ID as issued. Client will immediately notify Altumint of any compromise or suspected compromise of any login-ID within its knowledge. Use of VioView FTS is governed by the terms of service posted on the

VioView website.

g. Collection of Citation Payments by Client

Client shall not collect citation payments in any manner that is inconsistent with the provisions of this Agreement. Client shall instruct individuals to either pay online or mail all such payments to the Lockbox Account described in the Distribution of Funds Section.

4. Credit Card Processing

Altumint will provide the capability for individuals receiving citations to pay their citations by credit card at no additional charge to Client. Altumint will provide individuals receiving citations access to its website via the internet to view and pay citations online. Altumint is solely responsible for the functionality, security and maintenance of the payment system and will ensure that it conforms to all federal, local, and state laws, rules and regulations, as well as any and all banking rules and regulations that pertain to all forms of credit card payment. Credit card processing costs will be paid by Altumint; Altumint is authorized to charge a reasonable credit card convenience fee in compliance with state and federal law, to individuals who pay by credit card and such credit card convenience fees are not considered revenue under this Agreement and will be retained in full by Altumint. If Altumint charges a credit card convenience fee, Altumint shall disclose said fee on the payment portal of its website prior to finalizing payment, allowing the payor to opt out before the fee is implemented.

5. System Ownership, Operation, Maintenance, and Modifications

- a. Altumint does not convey any equipment or system to Client. Equipment or system or any part of the equipment or system provided or used by Altumint in connection with the provision of Services under this Agreement is and shall remain the exclusive property of Altumint. Upon termination of this Agreement as provided below, Altumint may recall all or any of its Speed Detection System and Client agrees to make such recalled portion of the Speed Detection System immediately available for retrieval by Altumint.
- b. Upgrades to Altumint's Speed Detection System and/or reinstallations and/or modifications of hardware or software which are requested in writing by the Client but reasonably not deemed necessary or required for proper, lawful system operation by Altumint, shall be made at the sole expense of Client. This includes, but is not limited to, the actual cost of the upgrades, modification, or replacements of said system, hardware or software, along with shipping expenses, travel expenses if required, and labor costs at Altumint's then-current hourly rate. Altumint must provide to the Client a detailed accounting of these costs and expenses and the cost and expenses must be pre-approved by Client in writing and conform to Client's billing practices prior to Altumint undertaking the upgrade(s). If equipment repairs or replacement are due to Client's neglect or misuse, then Client shall reimburse Altumint the reasonable costs of such repair or replacement.

6. Software Training and Support

Throughout the Term of this Agreement, Altumint at no additional cost to Client, agrees to provide

training for Altumint's VioView and VioView FTS software and website. Altumint will provide a reasonable number of reference manuals describing the features and operations for VioView and VioView FTS. Altumint will endeavor to provide updates to VioView and VioView FTS software within a reasonable time after they become generally available; provided, however, that Altumint has no obligation under this Agreement to update or modify its software in any way not required for lawful use. Throughout the Term of this Agreement, reasonable technical assistance will be available by telephone at no charge to Client during the hours of 8:00 a.m. to 5:00 p.m. (ET), Monday through Friday (with the exception of all state and nationally recognized holidays).

7. Altumint Fees

- a. **Fees.** In exchange for the Services described in this Agreement, Client agrees to pay Altumint the Fees set forth on Schedule A. Fees will be calculated based on documentation and reports extracted from VioView FTS. Client agrees that, subject to reconciliation and audit as hereinafter provided, such documentation from VioView FTS is a fair and accurate basis for the calculation of the fees due under this Agreement and such documentation shall be relevant and material in any dispute between the parties with respect to fees due hereunder. Altumint and Client will have access to VioView FTS reports. Altumint will use these reports to calculate fees due to Altumint.
- b. **Cost Neutrality.** Altumint, and not Client, shall be responsible for all ongoing costs of the program. Specifically, Client shall not pay any Altumint operating expenses, "upfront" or capital costs for the Speed Detection System. In the event that the total monthly fees set forth in Schedule A exceed the net revenues of the portion of fines lawfully retained by Client in a given month, the remaining unpaid fees shall "rollover" and be added to the following month's fee total. Upon the termination or expiration of this Agreement, to the extent any such unpaid rollover amounts would otherwise be owed to Altumint, such amounts shall be forgiven, and no payment will be owed by Client. Client shall not pay any fees or expenses whatsoever "out-of-pocket" to Altumint for any services with the exception of:
 - 1) Travel and related expenses (no hourly paid) of an expert, if required, as provided in 2g above;
 - 2) Collections support in 2m above
- c. For the purposes of this section, "net revenues" are defined as the amount actually received by the Client as its portion of the ticket payment, and does not include deduction of Client's internal expenses.
- d. **Fee Increases.** Fees may be increased at the end of each contract year by the lesser of:
 - (i) three percent (3%); or (ii) the increase in the Consumer Price Index over the preceding eighteen (18) months. Altumint shall provide thirty (30) days' written notice prior to any such increase.

8. Distribution of Funds

As an administrative convenience to the Client and to ensure accurate and complete tracking of

program funds, Altumint will establish, at no additional cost to the Client, a bank account with lockbox service ("Lockbox Account") for the purpose of accepting deposits of violation payments, including credit card payments and returned check processing costs. Within the Lockbox Account, Client violation payments are applied to open citations and reconciled on a weekly basis. Furthermore, on a monthly basis, on the first Friday, or the following business day in the event that Friday falls on a bank holiday, commencing the month following the first payment receipt, Client expressly authorizes Altumint to distribute funds in accordance with Florida Statutes, including Client's statutory portion of the funds deposited net of the Fees set forth in Schedule A. Altumint, at no additional cost to Client, agrees to maintain such bank account for a minimum of twelve (12) months after the date of termination of this Agreement.

9. Confidentiality; Public Records

- a. Client and Altumint agree not to disclose information related to performance of the Services under this Agreement, including but not limited to the information identified in Sections 2(c) and 2(f) of this Agreement, to anyone except as required by law (including the Public Records Act and Florida Sunshine Act), or by mutual agreement. Only trade secrets recognized by a Florida court of law as meeting the requirements for a statutory public records exemption are protected from disclosure under Florida's Public Records Act. If Altumint has a trade secrets claim as to public records (as defined by Chapter 119 FS) produced to the City, contractor must clearly designate documents as "This Document Contains Trade Secrets" in bold 12 point minimum type, in the header of each page of such documents so claimed, or in another obvious location for public records other than documents. The City shall then not produce such records (or portions thereof identified by Altumint) without a court order. Altumint agrees that the City is not responsible for evaluating the legal validity of Altumint's trade secret claim under Chapter 119, Florida Statutes or any trade secret exemption statute claimed by Altumint, and Altumint indemnifies the City, its officers, agents and employees against all claims, lawsuits, or government actions, including without limitation, attorney fees and costs through appeal for the City and its officers, agents and employees, or payable by the City or its officers, agents and employees to the public records requestor or State if such fees are granted by the court to the public records requestor litigant or the State. It is solely the responsibility of Altumint to ensure that a provision similar to this one is in each and every sub-contract (or lease) contractor enters into where there might be an obligation on the part of Altumint or City to produce public records under Florida's Public Records Law, Chapter 119 FS.
- b. **PUBLIC RECORDS ACCESS PROVISION REQUIRED BY FLORIDA LAW:** Altumint shall comply with Florida Public Records law under Chapter 119, F.S. Records made or received in conjunction with this Agreement are public records under Florida law, as defined in Section 119.011(12), F.S. Altumint shall keep and maintain public records required to perform the services under this Agreement.
- c. This Agreement may be unilaterally canceled by the City for refusal by Altumint to either provide public records to the City upon request, or to allow inspection and copying of all public records made or received by Altumint in conjunction with this Agreement and subject to disclosure under Chapter 119, F.S., and Section 24(a), Article I, Florida Constitution.

- d. If Altumint meets the definition of “contractor” found in Section 119.0701(1)(a), F.S.; [i.e., an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency], then the following requirements apply:
- 1) Pursuant to Section 119.0701, F.S., a request to inspect or copy public records relating to this Agreement for services must be made directly to the City. If the City does not possess the requested records, the City shall immediately notify Altumint of the request, and Altumint must provide the records to the City or allow the records to be inspected or copied within a reasonable time. If Altumint fails to provide the public records to the City within a reasonable time, Altumint may be subject to penalties under s. 119.10, F.S.
 - 2) Upon request from the City’s custodian of public records, Altumint shall 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 in Chapter 119, Florida Statutes, or as otherwise provided by law.
 - 3) Altumint shall identify and ensure that all 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 Agreement term and following completion of the Agreement if Altumint does not transfer the records to the City.
 - 4) Upon completion of the Agreement, Altumint shall transfer, at no cost to City, all public records in possession of Altumint or keep and maintain public records required by the City to perform the services under this Agreement. If Altumint transfers all public records to the City upon completion of the Agreement, Altumint shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements, except to the extent such records are required to be retained by law or regulation. If Altumint keeps and maintains public records upon completion of the Agreement, Altumint shall meet all applicable requirements for retaining public records. All records that are stored electronically must be provided to City, upon request from the City’s custodian of public records, in a format that is accessible by and compatible with the information technology systems of City.

IF ALTUMINT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ALTUMINT’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY’S CUSTODIAN OF PUBLIC RECORDS by telephone at 52.728.9786 ext. 1150, by email at or at the mailing address below:

<City Clerks Office 501 W. Meadow Street
Leesburg, 34748

10. Term, Commencement of Service, and Termination

a. Term

The term of this Agreement shall start on the “go-live” date and remain in effect for a period of five (5) years (the “Initial Term”) unless otherwise terminated as provided herein. Upon the expiration of the Initial Term, this Agreement will automatically renew for two (2) successive periods of three (3) years each (each three (3) year period being a “Renewal Term”, and collectively with the Initial Term is referred to as the “Term”) upon the same terms and conditions unless either Client or Altumint elects not to renew, in which case the terminating party must notify the other party in writing at least ninety (90) days prior to the commencement of the applicable Renewal Term.

b. Termination for Convenience.

Notwithstanding subsection (A) “Term” above, either party may terminate this Agreement for convenience, without cause or default, and without any damages or costs associated with such termination, by providing the other party thirty (30) days prior written notice to the non-terminating party and declare the effective date of such termination. Upon termination under this subsection the Client and Altumint shall reconcile amounts owed and/or to which each is entitled pursuant to the citation payment provisions under this Agreement, up to the date of termination of this Agreement.

c. Effect of Termination

In the event of any termination of this Agreement, Client will suspend operations of the Speed Detection System and allow Altumint to collect such Speed Detection System upon the date of termination. Client will return to Altumint within ten (10) working days of the termination date all manuals, documentation and all other property and materials of Altumint provided to Client hereunder. Altumint and Client for a period of twenty-four (24) months after the termination date will continue the collection and distribution of revenue in accordance with this Agreement. Furthermore, Altumint shall operate with a third party with whom the Client contracts to provide debt collections services in connection with their collection efforts, if any, relating to any citations for a period of twenty-four (24) months after the termination date.

d. Suspension of Services

The Client and Altumint reserve the right to suspend immediately any Services if continuation of such Services creates an unsafe condition. Upon notification from Altumint or the Client, in writing, Altumint and Client will suspend such Services until the parties agree to and resolve the condition(s) that led to the suspension. Altumint shall be obligated to continue the processing of Recorded Events prior to the notice of suspension or termination of Services, and Client shall continue the processing of all citations based upon such Recorded Events.

e. Survival of Certain Terms

The provisions of Sections 7, 8, 9, 11, 12, 13, 18 and 20 shall survive any suspension or revocation or operations or termination of this Agreement. No termination of this Agreement by either party for any reason shall serve to cancel, waive or otherwise affect any fees due to Altumint or Client hereunder resulting from Recorded Events having accrued on or before the effective date of any such termination.

11. Representations and Warranties

Client represents and warrants that:

- a. Client is a tax-exempt entity under the rules of the Internal Revenue Service.
- b. Client will comply with all applicable laws, rules, and regulations in the use of the Services and in the performance of its obligations under and connection with this Agreement.

Altumint represents and warrants that it will perform the Services with care, skill, and diligence, in a commercially reasonable and professional manner, and shall be responsible for the professional quality and technical accuracy of the Services furnished under this Agreement. Altumint shall comply with all applicable laws, rules and regulations fulfilling Altumint's obligations under this Agreement.

Altumint owns and has the right to use, and make available for use by Client, VioView, VioView FTS and any similar software for the purposes of providing Services under this Agreement, and that such use will not violate or infringe upon the title or rights of use of such software by others.

a. No Other Warranties

EXCEPT AS EXPRESSLY PROVIDED ABOVE, ALTUMINT MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY CONCERNING MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR ANY WARRANTY REGARDING THE PRODUCTIVITY OF THE SYSTEM OF ALTUMINT.

12. Insurance and Limitation of Liability

Altumint shall purchase and maintain during the entire term of this Agreement, comprehensive general liability insurance and workers' compensation insurance with limits of not less than the following: (a) Personal injury liability insurance with a limit of \$1,000,000 each occurrence/\$2,000,000 aggregate; Property damage liability insurance with limits of \$500,000 each occurrence/\$1,000,000 aggregate. Such insurance shall include completed operations and contractual liability coverage; (b) Automobile fleet insurance \$1,000,000 for each occurrence/aggregate; property damage \$500,000 for each occurrence/aggregate; and (c) Altumint shall comply with the requirements and benefits established by the State of Florida for the provision of Workers' Compensation Insurance. Altumint shall provide workers' compensation insurance meeting the statutory limits for Florida and Employers' Liability limits of \$500,000.

Altumint shall ensure that its insurance policies make the <Jurisdiction> an additional insured, waive any right of subrogation against the <Jurisdiction> or its insurers.

Altumint covenants to maintain insurance, in these amounts, which will insure all activities

undertaken by Altumint on behalf of the Client under this Agreement. Upon commencement of this Agreement, and thereafter as requested by Client, Altumint shall provide Client with a certificate or certificates evidencing the coverages required by this Section.

ALTUMINT'S MAXIMUM CUMULATIVE LIABILITY TO CLIENT ARISING FROM OR IN CONNECTION WITH THIS AGREEMENT WILL NOT EXCEED FIVE MILLION DOLLARS (\$5,000,000). IN NO EVENT WILL ALTUMINT BE LIABLE TO CLIENT FOR ANY PUNITIVE, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND IN CONNECTION WITH THIS AGREEMENT, EVEN IF ALTUMINT HAS BEEN INFORMED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES

13. Indemnification

Altumint shall defend, indemnify and hold harmless the Client and all of the Client's officers, agents, and employees from and against all claims, liability, loss and expense, including reasonable costs such as collection expenses, attorneys' fees, and court costs which may arise because of the negligence (whether active or passive), misconduct, or other fault, in whole or in part (whether joint, concurrent, or contributing), of Altumint, its officers, agents or employees in performance or non-performance of its obligations under the Agreement. Altumint recognizes the broad nature of this indemnification and hold harmless clause, as well as the provision of a legal defense to the Client when necessary, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by the Client in support of these indemnification, legal defense and hold harmless contractual obligations in accordance with the laws of the State of Florida. This clause shall survive the termination of this Agreement. Compliance with any insurance requirements required elsewhere within this Agreement shall not relieve Altumint of its liability and obligation to defend, hold harmless and indemnify the Client as set forth in this article of the Agreement.

In the event any lawsuit or other proceeding is brought against Client by reason of any of the above indemnifiable claim, cause of action or demand, Altumint shall, upon written notice from Client, resist and defend such lawsuit or proceeding by counsel satisfactory to Client. The provisions and obligations of this section shall survive the expiration or earlier termination of this Contract.

Nothing herein shall be construed to extend the Client's liability beyond that provided in section 768.28, Florida Statutes.

14. Compliance with Laws

Altumint and Client each agree to comply with all applicable laws governing this Agreement and the performance of its terms, including laws governing the confidentiality of information, and agree that the Services shall be used only for the permitted purposes. Altumint and Client further agree that, unless authorized by Client, the information provided by Client and/or MVA databases including the names and addresses and associated information of persons and entities that have received a citation, shall remain confidential and shall not be sold or shared with any other non-law enforcement agency, company or entity for any purpose, including but not limited to marketing, sales, and/or solicitations.

15. Force Majeure

Altumint shall not be liable for any delays or failures in the system of Altumint or otherwise in the performance of the Services, which delays, or failures are directly or indirectly caused by vandalism, flood, storm, lightning, earthquake, tornado, other Acts of God, or war, riot, sabotage, strike, utility outage or other factors or circumstances beyond Altumint's reasonable control.

16. Independent Contractors

With respect to each other, Altumint and Client are independent contractors, and neither party, nor their respective officers, agents, employees, shall be deemed to be employees by the other party for any purpose. Further, Altumint and Client shall not be deemed to be partners, agents, joint ventures, or anything other than independent contractors.

17. Assignment

Neither Altumint nor Client is permitted to assign this Agreement without the prior written consent of the other party, except that Altumint may assign this Agreement to a third party that purchases all, or substantially all, of Altumint's assets in one or a series of related transactions provided that such third party agrees in writing to honor Altumint's obligations pursuant to this Agreement.

18. Governing Law; Venue

This Agreement and the rights and obligations of the parties and their successors and assigns hereunder shall be interpreted, construed, and enforced in accordance with the laws of the State of Florida without regard to its choice and/or conflict of laws provisions. Any legal action resulting from, arising under, out of or in connection with, directly or indirectly, this Agreement shall be commenced exclusively in the state courts in the State of Florida. Venue shall be in state court in <county>. Jurisdiction in federal courts is specifically waived by both parties. All parties to this Agreement hereby submit themselves to the jurisdiction of any such court and agree that service of process on them in any such action, suit or proceeding may be affected by the means by which notices are to be given under this Agreement. In the event of litigation by a party hereto to enforce its rights hereunder, the prevailing party shall be entitled to recover its reasonable attorney's fees, costs, and disbursements, through appeals.

19. Notices

All notices, requests, demands and other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given if delivered by hand or mailed, express, certified or registered mail, return receipt requested, with postage prepaid, or sent priority next day delivery by a nationally recognized overnight courier service that regularly maintains records of items picked up and delivered to the parties at the addresses first set forth above or to such other person or address as a party shall notify the other in writing. Notices delivered personally shall be deemed communicated as of the date of actual receipt, mailed notices shall be deemed communicated as of the date three (3) business days after mailing, and notices sent by courier shall be deemed communicated as of the date two (2) business days after pick-up.

20. Retention of Records by Altumint

Altumint will store recorded images associated with issued citations and related citation information ("Event Records") developed for the Client in the course of providing Services under this Agreement in accordance with chapter 119 FS, and the following rules per HB 657 enacted July 1, 2023:

- a. Any recorded video or photograph obtained through the use of a speed detection system must be destroyed within 90 days after the final disposition of the recorded event.
- b. Altumint will provide the Client with written notice by December 31 of each year that such records have been destroyed in accordance with this subsection.

Altumint is neither a government agency nor an "official custodian of a "public record"" as those terms are defined under the Florida Public Records Act (or any successor or other applicable statutes), the federal Freedom of Information Act, or any other jurisdictions' public records information access statutory scheme. Nevertheless, Altumint must comply with Section 119.0701, F.S. as provided above in the "Public Records" provision above if it is deemed to be "acting on behalf of" the <Jurisdiction>.

21. Entire Agreement

This Agreement contains the entire agreement between the parties as to the subject matter herein and supersedes and replaces all prior contemporaneous agreements, oral and written, between the parties hereto. This Agreement may be modified only by a written instrument signed by both parties.

22. Severability

If any provision of this Agreement shall for any reason be held to be invalid, illegal, unenforceable, or in conflict with any law of federal, state, or local government having jurisdiction over this Agreement, such provision shall be construed so as to make it enforceable to the greatest extent permitted, such provision shall remain in effect to the greatest extent permitted and the remaining provisions of this Agreement shall remain in full force and effect.

23. Counterparts

This Agreement may be executed in counterparts of each which shall be deemed an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Agreement by .pdf or similar electronic file shall be equally as effective as delivery of a manually executed counterpart of this Agreement.

24. Execution

Execution of this Agreement is dependent upon City Commission approval of this Agreement.

IN WITNESS WHEREOF, the duly authorized representatives of the parties hereto have affixed their

signatures below:

Altumint, Inc. By: _____ Name: _____ Title: _____	City of Leesburg, Florida By: _____ Name: _____ Title: _____
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COOPERATIVE PURCHASING RIDER ADDENDUM TO SERVICES AGREEMENT

This COOPERATIVE PURCHASING RIDER ADDENDUM TO SERVICES AGREEMENT (this "Rider") is effective as of the ____ day of _____ 2024 (the "Rider Effective Date"), by and between Altumint, Inc., a Maryland corporation registered to do business in Florida, with offices at 4600 Forbes Boulevard, Suite 203, Lanham, MD 20706, ("Altumint") and the City of Leesburg, Florida, a Florida municipal corporation, with an office at 501 West Meadow Street, Leesburg, FL 34748, ("Client").

WHEREAS, effective December 7, 2023, Altumint and the Hendry County Sheriff's Office of Hendry County, Florida ("Hendry") entered into a Photo Enforcement Services Agreement (the "Services Agreement");

WHEREAS, Section 21 (Cooperative Agreement) of the Services Agreement allows the Services Agreement to be extended to any jurisdiction within the State of Florida to also purchase products and services from Altumint if authorized by Altumint; and

WHEREAS, Client desires to purchase certain products and services from Altumint pursuant to the Services Agreement as described in this Rider.

NOW, THEREFORE, in consideration of the promises and of the mutual covenants, representations and warranties set forth herein, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

1. Services. Client shall purchase from Altumint the services set forth in Exhibit A to this Rider (the "Client Services") for the fees that are also set forth in Exhibit A. The Client Services shall be performed pursuant to the terms and conditions of the Services Agreement as described in this Rider. More specifically, Altumint shall honor all the obligations, responsibilities and liabilities of "Altumint" under the Services Agreement and Client will honor all the obligations, responsibilities and liabilities of the "Client" under the Services Agreement, as described in this Rider.

2. Disclaimer. Except as expressly provided in the Services Agreement, Altumint makes no warranties, express or implied, including without limitation any warranty concerning merchantability or fitness for any particular purpose or any warranty regarding the Altumint system or the Client Services.

3. Limitation of Liability. ALTUMINT'S MAXIMUM CUMULATIVE LIABILITY TO CLIENT ARISING FROM OR IN CONNECTION WITH THE SERVICES AGREEMENT OR THIS RIDER WILL NOT EXCEED THE AMOUNT OF THE TOTAL FEES PAID TO ALTUMINT BY CLIENT FOR THE TWELVE (12) MONTHS PRIOR TO A CLAIM ARISING. IN NO EVENT SHALL ALTUMINT BE LIABLE TO CLIENT FOR ANY PUNITIVE, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND IN CONNECTION WITH THE SERVICES AGREEMENT OR THIS RIDER, EVEN IF ALTUMINT HAS BEEN INFORMED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES.

4. Full Force and Effect. Including the provisions of this Rider, the Services Agreement remains in full force and effect.

5. Cessation of Hendry/Altumint Relationship. If, for whatever reason, the relationship between Hendry and Altumint ceases, such cessation shall have no effect on the relationship between Client and Altumint. In those circumstances, each party shall continue to honor their respective obligations pursuant to the Services Agreement and this Rider.

6. Definitions; Counterparts; Electronic Signatures. Each capitalized term used in this Rider that is not defined shall have the same meaning assigned to it in the Services Agreement. This Rider may be executed in counterparts (including by electronic transmission), each of which shall be deemed an original, and all such counterparts shall constitute a single instrument.

IN WITNESS WHEREOF, the parties have caused this Rider to be executed as of the Rider Effective Date.

Altumint, Inc.	City of Leesburg, FL
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

EXHIBIT A
PHOTO ENFORCEMENT SERVICES AGREEMENT
CITY OF LEESBURG, FLORIDA AND
ALTUMINT, INC

1. **Service Location:** School zone speed enforcement zones as directed by CLIENT and mutually agreed to by Altumint.
2. **Fee due to ALTUMINT:** For the provisioning, deployment, operation, maintenance & service of each Monitoring System, along with our full suite of back-office processing services such as postage, printing, payment processing, certified mailing, court docket preparation, registration holds, customer service agents, reporting, etc. CLIENT shall pay ALTUMINT Fees as follows:

Monitoring System	Number of Systems	Monthly Rental Fee for Each Speed Detection System	Fixed Violation Processing Fee
BlackHawk™	UP TO 16	\$3,499	No additional charge for the first 250 mailed violations per camera per month, pooled across all cameras. Each additional violation is \$8 per mailed citation

3. **Collections Administration Fee:** CLIENT shall pay ALTUMINT an additional Processing and Administrative Fee of \$10 for each violation payment made through a collections agency.
4. **Additional Items Included at no charge:** One Flock Falcon LPR camera for every BlackHawk camera.

Schedule B
VioView™ Terms of Service
CITY OF LEESBURG,
FLORIDA AND
ALTUMINT, INC

Last updated: August 26, 2020

Please read these terms and conditions carefully before using Our Service.

1. Interpretation and Definitions

a. Interpretation

The words of which the initial letter is capitalized have meanings defined under the following conditions. The following definitions shall have the same meaning regardless of whether they appear in singular or in plural.

Definitions

For the purposes of these Terms and Conditions:

- **Affiliate** means an entity that controls is controlled by, or is under common control with a party, where "control" means ownership of 50% or more of the shares, equity interest, or other securities entitled to vote for the election of directors or other managing authority.
- **Country** refers to: State of Florida, United States.
- **Company** (referred to as either "the Company", "We", "Us" or "Our" in this Agreement) refers to Altumint Inc, 4600 Forbes Blvd., Lanham, MD 20706.
- **Device** means any device that can access the Service such as a computer, cellphone, or a digital tablet.
- **Service** refers to the Website.
- **Data** refers to motor vehicle registration data obtained for the exclusive use of issuing automated traffic enforcement citations.
- **Terms and Conditions** (also referred to as "Terms") mean these Terms and Conditions that form the entire agreement between You and the Company regarding the use of the Service.
- **Third-party Social Media Service** means any services or content (including data, information, products, or services) provided by a third party that may be displayed, included, or made available by the Service.
- **Website** refers to VioView, accessible from <https://vioview.altumint.com>
- **You** means the individual accessing or using the Service, or the company, or other legal entity on behalf of which such individual is accessing or using the Service, as applicable.

2. Acknowledgment

These are the Terms and Conditions governing the use of this Service and the agreement that operates between You and the Company. These Terms and Conditions set out the rights and obligations of all users regarding the use of the Service.

Your access to and use of the Service is conditioned on Your acceptance of and compliance with these Terms and Conditions. These Terms and Conditions apply to all visitors, users and others who access or use the Service.

By accessing or using the Service You agree to be bound by these Terms and Conditions. If You disagree with any part of these Terms and Conditions, then You may not access the Service.

You represent that you are over the age of 18. The Company does not permit those under 18 to use the Service.

Your access to and use of the Service is also conditioned on Your acceptance of and compliance with the Privacy Policy of the Company. Our Privacy Policy describes Our policies and procedures on the collection, use and disclosure of Your personal information when You use the Application or the Website and tells You about Your privacy rights and how the law protects You. Please read Our Privacy Policy carefully before using Our Service.

Data Usage

The Data shall only be used for the exclusive purpose of processing and issuing citations for automated traffic enforcement violations. The Data shall not be shared with any third party. You agree to destroy any hard copies of printed Data via shredding, or other means. The Data will not be made publicly available.

3. User Accounts

User accounts are assigned to individual users. Users agree not to share login credentials with anyone. You agree not to circumvent any authentication process to gain access to the Website.

Disputes Resolution

If You have any concern or dispute about the Service, You agree to first try to resolve the dispute informally by contacting the Company.

For European Union (EU) Users

If You are a European Union consumer, you will benefit from any mandatory provisions of the law of the country in which you are resident in.

4. United States Legal Compliance

You represent and warrant that (i) You are not located in a country that is subject to the United States government embargo, or that has been designated by the United States government as a "terrorist supporting" country, and (ii) You are not listed on any United States government list of prohibited or restricted parties.

5. Severability and Waiver

a. Severability

If any provision of these Terms is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

b. Waiver

Except as provided herein, the failure to exercise a right or to require performance of an obligation under this Terms shall not affect a party's ability to exercise such right or require such performance at any time thereafter nor shall the waiver of a breach constitute a waiver of any subsequent breach.

6. Translation Interpretation

These Terms and Conditions may have been translated if We have made them available to You on our Service. You agree that the original English text shall prevail in the case of a dispute.

7. Contact Us

If you have any questions about these Terms and Conditions, You can contact us:

- By email: webmaster@altumint.com
- By phone number: 888-332-8528
- By mail: 4600 Forbes Boulevard, Suite 203, Lanham, MD 20706, United States

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City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.1.

Meeting Date: April 8, 2024

From: Joseph Mera, (Fire Chief)

Subject: Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute the Statewide Mutual Aid Agreement between the State of Florida and the City of Leesburg, Florida; providing for reciprocal emergency aid and ensuring the timely reimbursement of costs incurred by local governments; and providing an effective date.

Staff Recommendation:

Staff recommends approval of the proposed agreement.

Analysis:

The Statewide Mutual Aid Agreement between the State of Florida and the City of Leesburg, Florida and the City Commission of the City of Leesburg wishes to adopt the agreement.

Procurement Analysis:

N/A

Options:

1. Adopt the 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 AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE STATEWIDE MUTUAL AID AGREEMENT BETWEEN THE STATE OF FLORIDA AND THE CITY OF LEESBURG, FLORIDA; PROVIDING FOR RECIPROCAL EMERGENCY AID AND ENSURING THE TIMELY REIMBURSEMENT OF COSTS INCURRED BY LOCAL GOVERNMENTS; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the State of Florida Emergency Management Act, Chapter 252, authorizes the State and its political subdivisions to provide emergency aid and assistance in the event of a disaster or emergency; and

WHEREAS, the statutes also authorize the State to coordinate the provision of any equipment, services, or facilities owned or organized by the State or its political subdivisions for use in the affected area upon the request of the duly constituted authority of the area; and

WHEREAS, this Resolution authorizes the request, provision, and receipt of interjurisdictional mutual assistance in accordance with the Emergency Management Act, Chapter 252, among political subdivisions within the State; and

NOW, THEREFORE, be it resolved by the City of Leesburg, Florida that in order to maximize the prompt, full and effective use of resources of all participating governments in the event of an emergency or disaster, we hereby adopt the Statewide Mutual Aid Agreement which is attached hereto and incorporated by reference.

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 8th day of April 2024.

Mayor

ATTEST:

City Clerk



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

STATEWIDE MUTUAL AID AGREEMENT - 2023

This Agreement is an acknowledgment of receipt by the Florida Division of Emergency Management ("the Division") and the local government ("Participating Party") signing this Agreement. Execution of this agreement replaces all previous iterations and is active until a new agreement is drafted and requested by The Division.

This Agreement is based on the existence of the following conditions:

- A. The State of Florida is vulnerable to a wide range of emergencies and disasters that are likely to cause the disruption of essential services and the destruction of the infrastructure needed to deliver those services.
- B. Such emergencies and disasters often exceed the emergency response and recovery capabilities of any one county or local government.
- C. Such incidents may also give rise to unusual and unanticipated physical and technical needs which a local government cannot meet with existing resources, but that other local governments within the State of Florida may be able to provide.
- D. The Emergency Management Act, chapter 252, *Florida Statutes*, provides each local government of the state the authority to develop and enter into mutual aid agreements within the state for reciprocal emergency aid in case of emergencies too extensive to be dealt with unassisted, and through such agreements ensure the timely reimbursement of costs incurred by the local governments which render such assistance.
- E. Pursuant to chapter 252.32, *Florida Statutes*, the Division renders mutual aid among the political subdivisions of the state to carry out emergency management functions and responsibilities.
- F. Pursuant to chapter 252, *Florida Statutes*, the Division has the authority to coordinate and direct emergency management assistance between local governments and concentrate available resources where needed.

Based on the existence of the foregoing conditions, the Parties agree to the following articles:

ARTICLE I: DEFINITIONS

As used in this Agreement, the following expressions shall have the following meanings:

- A. The "Agreement" is this Agreement, which shall be referred to as the Statewide Mutual Aid Agreement ("SMAA").



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- B. The “Division” is the Florida Division of Emergency Management.
- C. A “Requesting Party” to this Agreement is a Participating Party who requests assistance under this agreement.
- D. An “Assisting Party” to this Agreement is a Participating Party who provides assistance to a Requesting Party under this agreement.
- E. The “Period of Assistance” is the time during which an Assisting Party renders assistance to a Requesting Party under this agreement and includes the time necessary for the resources and personnel of the Assisting Party to travel to the place specified by the Requesting Party and the time necessary to return to their place of origin.
- F. A “Mission” is a documented emergency response activity performed during a Period of Assistance, usually in reference to one operational function or activity.
- G. A “local government” is any educational district, special district, or any entity that is a “local governmental entity” within the meaning of section 11.45(1)(g), *Florida Statutes*.
- H. An “educational district” is any school district within the meaning of section 1001.30, *Florida Statutes*, and any Florida College System Institution or State University within the meaning of section 1000.21, *Florida Statutes*.
- I. A “special district” is any local or regional governmental entity which is an independent special district within the meaning of section 189.012(3), *Florida Statutes*, established by local, special, or general act, or by rule, ordinance, resolution, or interlocal agreement.
- J. A “tribal council” is the respective governing bodies of the Seminole Tribe of Florida and Miccosukee Tribe of Indians recognized as special improvement district by section 285.18(1), *Florida Statutes*.
- K. An “interlocal agreement” is any agreement between local governments within the meaning of section 163.01(3)(a), *Florida Statutes*.
- L. A “Resource Support Agreement” as used in this Agreement refers to a supplemental agreement of support between a Requesting Party and an Assisting Party.
- M. “Proof of work” as used in this Agreement refers to original and authentic documentation of a single individual or group of individuals’ emergency response activity at a tactical level.



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- N. "Proof of payment" as used in this Agreement refers to original and authentic documentation of an emergency response expenditure made by an Assisting Party.
- O. A "Reimbursement Package" as used in this Agreement refers to a full account of mission response documentation supported by proof of work and proof of payment.
- P. Any expressions not assigned definitions elsewhere in this Agreement shall have the definitions assigned them by the Emergency Management Act, Chapter 252, *Florida Statutes*.

ARTICLE II: APPLICABILITY OF THE AGREEMENT

Any Participating Party, including the Division, may request assistance under this Agreement for a "major disaster" or "catastrophic disaster" as defined in section 252.34, *Florida Statutes*, minor disasters, and other such emergencies as lawfully determined by a Participating Party.

ARTICLE III: INVOCATION OF THE AGREEMENT

In the event of an emergency or anticipated emergency, a Participating Party may request assistance under this Agreement from any other Participating Party or the Division if, in the judgement of the Requesting Party, its own resources are inadequate to meet the needs of the emergency or disaster.

- A. Any request for assistance under this Agreement may be oral, but within five (5) calendar days must be confirmed in writing by the Requesting Party. All requests for assistance under this Agreement shall be transmitted by the Requesting Party to another Participating Party or the Division. If the Requesting Party transmits its request for Assistance directly to a Participating Party other than the Division, the Requesting Party and Assisting Party shall keep the Division advised of their activities.
- B. The Division shall relay any requests for assistance under this Agreement to such other Participating Parties as it may deem appropriate and coordinate the activities of the Assisting Parties to ensure timely assistance to the Requesting Party. All such activities shall be carried out in accordance with the State's Comprehensive Emergency Management Plan.

ARTICLE IV: RESPONSIBILITIES OF REQUESTING PARTIES

To the extent practicable, all Requesting Parties shall provide the following information to their respective county emergency management agency, the Division, and the intended Assisting Party or Parties. In providing such information, Requesting Parties should utilize Section I of the



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

Resource Support Agreement (RSA) Form, available via the [Division approved documents SharePoint site](#)¹.

- A. A description of the Mission to be performed by the Assisting Party;
- B. A description of the resources and capabilities needed to complete the Mission successfully;
- C. The location, date, and time personnel and resources from the Assisting Party should arrive at the incident site, staging area, facility, or other location designated by the Requesting Party;
- D. A description of the health, safety, and working conditions expected for deploying personnel;
- E. Lodging and meal availability;
- F. Any logistical requirements;
- G. A description of any location or facility outside the territorial jurisdiction of the Requesting Party needed to stage incoming resources and personnel;
- H. The location date, and time for personnel of the Requesting Party to meet and receive the personnel and equipment of the Assisting Party; and
- I. A technical description of any communications equipment needed to ensure effective information sharing between the Requesting Party, any Assisting Parties, and all relevant responding entities.

ARTICLE V: RESPONSIBILITIES OF ASSISTING PARTIES

Each Party shall render assistance under this Agreement to any Requesting Party to the extent practicable that its personnel, equipment, resources, and capabilities can render assistance. If upon receiving a request for assistance under this Agreement a Party determines that it has the capacity to render some or all of such assistance, it shall provide the following information without delay to the Requesting Party, the Division, and the Assisting Party's County emergency management agency. In providing such information, the Assisting Party should utilize the Section II of the Resource Support Agreement (RSA) Form, available via the [Division approved documents SharePoint site](#).

¹ FDEM approved documents such as activity logs and mutual aid forms can be found at:
https://portal.floridadisaster.org/projects/FROC/FROC_Documents/Forms/AllItems.aspx?View=%7B6F3CF7BD%2DC0A4%2D4BE2%2DB809%2DC8009D7D0686%7D



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- A. A description of the personnel, equipment, supplies, services and capabilities it has available, together with a description of the qualifications of any skilled personnel;
- B. An estimate of the time such personnel, equipment, supplies, and services will continue to be available;
- C. An estimate of the time it will take to deliver such personnel, equipment, supplies, and services to the location(s) specified by the Requesting Party;
- D. A technical description of any communications and telecommunications equipment available for timely communications with the Requesting Party and other Assisting Parties;
- E. The names and contact information of all personnel whom the Assisting Party has designated as team leaders or supervisors; and
- F. An estimated cost for the provision of assistance.

ARTICLE VI: RENDITION OF ASSISTANCE

The Requesting Party shall afford the emergency response personnel of all Assisting Parties, while operating within the jurisdictional boundaries of the Requesting Party, the same powers, duties, rights, and privileges, except that of arrest unless specifically authorized by the Requesting Party, as are afforded the equivalent emergency response personnel of the Requesting Party. Emergency response personnel of the Assisting Party will remain under the command and control of the Assisting Party, but during the Period of Assistance, the resources and responding personnel of the Assisting Party will perform response activities under the operational and tactical control of the Requesting Party.

- A. Unless otherwise agreed upon between the Requesting and Assisting Party, the Requesting Party shall be responsible for providing food, water, and shelter to the personnel of the Assisting Party. For Missions performed in areas where there are insufficient resources to support responding personnel and equipment throughout the Period of Assistance, the Assisting Party shall, to the fullest extent practicable, provide their emergency response personnel with the equipment, fuel, supplies, and technical resources necessary to make them self-sufficient throughout the Period of Assistance. When requesting assistance, the Requesting Party may specify that Assisting Parties send only self-sufficient personnel and resources but must specify the length of time self-sufficiency should be maintained.



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- B. Unless the Requesting Party has specified the contrary, it shall, to the fullest extent practicable, coordinate all communications between its personnel and the responding personnel of the Assisting Parties, and shall determine and share the frequencies and other technical specifications of all communications equipment to be used, as appropriate, with the deployed personnel of the Assisting Parties.
- C. Personnel of the Assisting Party who render assistance under this Agreement shall receive the usual wages, salaries, and other compensation as are normally afforded to personnel for emergency response activities within their home jurisdiction, and shall have all the immunities, rights, interests, and privileges applicable to their normal employment. If personnel of the Assisting Party hold local licenses or certifications limited to the jurisdiction of issue, then the Requesting Party shall recognize and honor those licenses or certifications for the duration of the Period of Assistance.

ARTICLE VII: REIMBURSEMENT

After the Period of Assistance has ended, the Assisting Party shall have 45 days to develop a full reimbursement package for services rendered and resources supplied during the Period of Assistance. All expenses claimed to the Requesting Party must have been incurred in direct response to the emergency as requested by the Requesting Party and must be supported by proof of work and proof of payment.

To guide the proper documentation and accountability of expenses, the Assisting Party should utilize the Claim Summary Form, available via the [Division approved documents SharePoint site](#) as a guide and summary of expense to collect information to then be formally submitted for review by the Requesting Party.

To receive reimbursement for assistance provided under this agreement, the Assisting Party shall provide, at a minimum, the following supporting documentation to the Requesting Party unless otherwise agreed upon between the Requesting and Assisting Parties:

- A. A complete and authentic description of expenses incurred by the Assisting Party during the Period of Assistance;
- B. Copy of a current and valid Internal Revenue Service W-9 Form;
- C. Copies of all relevant payment and travel policies in effect during the Period of Assistance;
- D. Daily personnel activity logs demonstrating emergency response activities performed for all time claimed (for FDEM reimbursement Division approved activity logs will be required for personnel activity claims);



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- E. Official payroll and travel reimbursement records for all claimed personnel expenses;
- F. Neat and comprehensive fringe benefit calculations for each position class or category of claimed personnel;
- G. Written justification for all additional expenses/purchases incurred during the Period of Assistance;
- H. Proof of payment for additional/miscellaneous expenses incurred during the Period of Assistance
- I. Equipment activity logs demonstrating equipment use and operation in support of emergency response activities for all time claimed (for FDEM reimbursement Division approved forms will be required for equipment activity claims);
- J. Proof of reimbursement to all employees who incurred emergency response expenses with personal money;
- K. Justification for equipment repair expenses; and
- L. Copies of any applicable supporting agreements or contracts with justification.

If a dispute or disagreement regarding the eligibility of any expense arises, the Requesting Party, Assisting Party, or the Division may elect binding arbitration. If binding arbitration is elected, the Parties must select as an arbitrator any elected official of another Participating Party, or any other official of another Participating Party whose normal duties include emergency management, and the other Participating Party shall also select such an official as an arbitrator, and the arbitrators thus chosen shall select another such official as a third arbitrator.

The three (3) arbitrators shall convene by teleconference or videoconference within thirty (30) calendar days to consider any documents and any statements or arguments by the Division, the Requesting Party, or the Assisting Party concerning the protest, and shall render a decision in writing not later than ten (10) business days after the close of the hearing. The decision of a majority of the arbitrators shall bind the parties and shall be final.

If the Participating Parties do not elect binding arbitration, this agreement and any disputes arising thereunder shall be governed by the laws of the State of Florida and venue shall be in Leon County, Florida. Nothing in this Agreement shall be construed to create an employer-employee relationship or a partnership or joint venture between the participating parties. Furthermore, nothing contained herein shall constitute a waiver by either Party of its sovereign immunity or the provisions of section 768.28, Florida Statutes. Nothing herein shall be construed as consent by either Party to be sued by third parties.



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

ARTICLE VIII: COST ELIGIBLE FOR REIMBURSEMENT

The costs incurred by the Assisting Party under this Agreement shall be reimbursed as needed to make the Assisting Party whole to the fullest extent practicable.

- A. Employees of the Assisting Party who render assistance under this Agreement shall be entitled to receive from the Assisting Party all their usual wages, salaries, and any and all other compensation for mobilization, hours worked, and demobilization. Such compensation shall include any and all contributions for insurance and retirement, and such employees shall continue to accumulate seniority at the usual rate. As between the employees and the Assisting Party, the employees shall have all the duties, responsibilities, immunities, rights, interests, and privileges incident to their usual employment. The Requesting Party shall reimburse the Assisting Party for these costs of employment.
- B. The costs of equipment supplied by the Assisting Party shall be reimbursed at the rental rate established in FEMA' s Schedule of Equipment, or at any other rental rate agreed to by the Requesting Party. In order to be eligible for reimbursement, equipment must be in actual operation performing eligible work. The labor costs of the operator are not included in the rates and should be approved separately from equipment costs. The Assisting Party shall pay for fuels, other consumable supplies, and repairs to its equipment as needed to keep the equipment in a state of operational readiness. Rent for the equipment shall be deemed to include the cost of fuel and other consumable supplies, maintenance, service, repairs, and ordinary wear and tear. With the consent of the Assisting Party, the Requesting Party may provide fuels, consumable supplies, maintenance, and repair services for such equipment at the site. In that event, the Requesting Party may deduct the actual costs of such fuels, consumable supplies, maintenance, and services from the total costs otherwise payable to the Assisting Party. If the equipment is damaged while in use under this Agreement and the Assisting Party receives payment for such damage under any contract of insurance, the Requesting Party may deduct such payment from any item or items billed by the Assisting Party for any of the costs for such damage that may otherwise be payable.
- C. The Requesting Party shall pay the total costs for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the Requesting Party under this Agreement. In the case of perishable supplies, consumption shall be deemed to include normal deterioration, spoilage, and damage notwithstanding the exercise of reasonable care in its storage and use. Supplies remaining unused shall be returned to the Assisting Party in usable condition upon the close of the Period of Assistance, and the Requesting Party may deduct the cost of such returned supplies from the total costs billed by the Assisting Party for such supplies. If the Assisting Party agrees, the Requesting Party may also replace any and all used consumable supplies with like



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

supplies in usable condition and of like grade, quality and quantity within the time allowed for reimbursement under this Agreement.

- D. The Assisting Party shall keep records to document all assistance rendered under this Agreement. Such records shall present information sufficient to meet the audit requirements specified in the regulations of FEMA and any applicable circulars issued by the State of Florida. Upon reasonable notice, the Assisting Party shall make its records available the Requesting Party for inspection or duplication between 8:00 a.m. and 5:00 p.m. on all weekdays, except for official holidays.

ARTICLE IX: INSURANCE

Each Participating Party shall determine for itself what insurance to procure, if any. With the exceptions in this Article, nothing in this Agreement shall be construed to require any Participating Party to procure insurance.

- A. Each Participating Party shall procure employers' insurance meeting the requirements of the Workers' Compensation Act, as amended, affording coverage for any of its employees who may be injured while performing any activities under the authority of this Agreement, and shall be provided to each Participating Party.
- B. Participating Parties may elects additional insurance affording liability coverage for any activities that may be performed under the authority of this Agreement .
- C. Subject to the limits of such liability insurance as any Participating Party may elect to procure, nothing in this Agreement shall be construed to waive, in whole or in part, any immunity any Participating Party may have in any judicial or quasi-judicial proceeding.
- D. Each Participating Party which renders assistance under this Agreement shall be deemed to stand in the relation of an independent contractor to all other Participating Parties and shall not be deemed to be the agent of any other Participating Party.
- E. Nothing in this Agreement shall be construed to relieve any Participating Party of liability for its own conduct and that of its employees.
- F. Nothing in this Agreement shall be construed to obligate any Participating Party to indemnify any other Participating Party from liability to third parties.



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

ARTICLE X: GENERAL REQUIREMENTS

Notwithstanding anything to the contrary elsewhere in this Agreement, all Participating Parties shall be subject to the following requirements in the performance of this Agreement:

- A. All Participating Parties shall allow public access to all documents, papers, letters, or other materials subject to the requirements of the Public Records Act, as amended, and made or received by any Participating Party in conjunction with this Agreement.
- B. No Participating Party may hire employees in violation of the employment restrictions in the Immigration and Nationality Act, as amended.
- C. No costs reimbursed under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Legislature of the State of Florida or any of its agencies.
- D. Any communication to the Division under this Agreement shall be sent via either email, the Division of Emergency Managements Enterprise System (DEMES), or mail to the Response Bureau, Florida Division of Emergency Management, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399-2100.
- E. Any communication to a Participating Party shall be sent to the official or officials specified by that Participating Party. For the purpose of this section, any such communication may be sent by the U.S. Mail, e-mail, or other electronic platforms.

ARTICLE XI: EFFECTS OF AGREEMENT

Upon its execution by a Participating Party, this Agreement shall have the following effect with respect to that Participating Party:

- A. The execution of this Agreement by any Participating Party which is a signatory to the Statewide Mutual Aid Agreement of 1994 shall terminate the rights, interests, duties, responsibilities, and obligations of that Participating Party under the Statewide Mutual Aid Agreement of 1994, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under the Statewide Mutual Aid Agreement of 1994, regardless of whether such costs are billed or unbilled.
- B. The execution of this Agreement by any Participating Party which is a signatory to the Public Works Mutual Aid Agreement shall terminate the rights, interests, duties, responsibilities and obligations of that Participating Party under the Public Works Mutual Aid Agreement, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under the Public Works Mutual Aid Agreement,



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

regardless of whether such costs are billed or unbilled.

- C. Upon the activation of this Agreement by the Requesting Party, this Agreement shall supersede any other existing agreement between it and any Assisting Party to the extent that the former may be inconsistent with the latter.
- D. Upon its execution by any Participating Party, this Agreement will continue in effect for one (1) year from its date of execution by that Participating Party, and it shall automatically renew each year after its execution, unless within sixty (60) calendar days before the renewal date the Participating Party notifies the Division, in writing, of its intent to withdraw from the Agreement.
- E. The Division shall transmit any amendment to this Agreement by sending the amendment to all Participating Parties not later than five (5) business days after its execution by the Division. Such amendment shall take effect not later than sixty (60) calendar days after the date of its execution by the Division and shall then be binding on all Participating Parties. Notwithstanding the preceding sentence, any Participating Party who objects to the amendment may withdraw from the Agreement by notifying the Division in writing of its intent to do so within that time in accordance with section F of this Article.
- F. A Participating Party may rescind this Agreement at will after providing the other Participating Party a written SMAA withdrawal notice. Such notice shall be provided at least 30 days prior to the date of withdrawal. This 30-day withdrawal notice must be: written, signed by an appropriate authority, duly authorized on the official letterhead of the Participating Party, and must be sent via email, the Division of Emergency Managements Enterprise System (DEMES), or certified mail.

ARTICLE XII: INTERPRETATION AND APPLICATION OF AGREEMENT

The interpretation and application of this Agreement shall be governed by the following conditions:

- A. The obligations and conditions resting upon the Participating Parties under this Agreement are not independent, but dependent.
- B. Time shall be of the essence of this Agreement, and of the performance of all conditions, obligations, duties, responsibilities, and promises under it.
- C. This Agreement states all the conditions, obligations, duties, responsibilities, and promises of the Participating Parties with respect to the subject of this Agreement, and there are no conditions, obligations, duties, responsibilities, or promises other than those expressed in this Agreement.



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- D. If any sentence, clause, phrase, or other portion of this Agreement is ruled unenforceable or invalid, every other sentence, clause, phrase, or other portion of the Agreement shall remain in full force and effect, it being the intent of the Division and the other Participating Parties that every portion of the Agreement shall be severable from every other portion to the fullest extent practicable. The Division reserves the right, at its sole and absolute discretion, to change, modify, add, or remove portions of any sentence, clause, phrase, or other portion of this Agreement that conflicts with state law, regulation, or policy. If the change is minor, the Division will notify the Participating Party of the change and such changes will become effective immediately; therefore, please check these terms periodically for changes. If the change is substantive, the Participating Parties may be required to execute the Agreement with the adopted changes. Any continued or subsequent use of this Agreement following the posting of minor changes to this Agreement shall signify implied acceptance of such changes.
- E. The waiver of any obligation or condition in this Agreement by a Participating Party shall not be construed as a waiver of any other obligation or condition in this Agreement.

NOTE: This iteration of the State of Florida Statewide Mutual Aid Agreement will replace all previous versions.

The Division shall provide reimbursement to Assisting Parties in accordance with the terms and conditions set forth in this Article for missions performed at the direct request of the Division. Division reimbursement eligible expenses must be in direct response to the emergency as requested by the State of Florida. All required cost estimations and claims must be executed through the DEMES Mutual Aid Portal and assisting agencies must use all required [FDEM forms](#) for documentation and cost verification. If a Requesting Party has not forwarded a request through the Division, or if an Assisting Party has rendered assistance without being requested to do so by the Division, the Division shall not be liable for the costs of any such assistance.

FDEM reserves the right to deny individual reimbursement requests if deemed to not be in direct response to the incident for which asset was requested.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement on the date specified below:



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A COUNTY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:
CLERK OF THE CIRCUIT COURT

BOARD OF COUNTY COMMISSIONERS
OF _____ COUNTY,
STATE OF FLORIDA

By: _____

Clerk or Deputy Clerk

By: _____

Chairman

Date: _____

Approved as to Form:

By: _____

County Attorney



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A CITY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:
CITY CLERK

CITY OF _____
STATE OF FLORIDA

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Approved as to Form:

By: _____

City Attorney



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A COUNTY SHERIFF'S OFFICE

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

COUNTY SHERIFF'S OFFICE, STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: _____

Approved as to Form:

By: _____

Attorney for Entity



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A COUNTY OR CITY FIRE DEPARTMENT/DISTRICT OFFICE

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

COUNTY OR CITY FIRE DEPARTMENT/DISTRICT, STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: _____

Approved as to Form:

By: _____

Attorney for Entity



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY AN EDUCATIONAL DISTRICT

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

_____ SCHOOL DISTRICT, STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: _____

Approved as to Form:

By: _____

Attorney for District



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY COMMUNITY COLLEGE OR STATE UNIVERSITY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:

BOARD OF TRUSTEES
OF _____
COMMUNITY COLLEGE,
STATE OF FLORIDA

BOARD OF TRUSTEES
OF _____
UNIVERSITY,
STATE OF FLORIDA

By: _____

Clerk

By: _____

Chairman

Date: _____

Approved as to Form:

By: _____

Attorney for Board



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A SPECIAL DISTRICT

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

_____ SPECIAL DISTRICT, STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: _____

Approved as to Form:

By: _____

Attorney for District



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY AN AUTHORITY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:

BOARD OF TRUSTEES
OF _____
AUTHORITY,
STATE OF FLORIDA

By: _____

Clerk

By: _____

Chairman

Date: _____

Approved as to Form:

By: _____

Attorney for Board



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A NATIVE AMERICAN TRIBE

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:

TRIBAL COUNCIL OF THE
_____ TRIBE OF FLORIDA

By: _____

Council Clerk

By: _____

Chairman

Date: _____

Approved as to Form:

By: _____

Attorney for Council



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A COMMUNITY DEVELOPMENT DISTRICT

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

COMMUNITY DEVELOPMENT DISTRICT, STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: _____

Approved as to Form:

By: _____

Attorney for District



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

SAMPLE AUTHORIZING RESOLUTION FOR ADOPTION OF STATEWIDE MUTUAL AID AGREEMENT

RESOLUTION NO. _____

WHEREAS, the State of Florida Emergency Management Act, Chapter 252, authorizes the State and its political subdivisions to provide emergency aid and assistance in the event of a disaster or emergency; and

WHEREAS the statutes also authorize the State to coordinate the provision of any equipment, services, or facilities owned or organized by the State or its political subdivisions for use in the affected area upon the request of the duly constituted authority of the area; and

WHEREAS this Resolution authorizes the request, provision, and receipt of interjurisdictional mutual assistance in accordance with the Emergency Management Act, Chapter 252, among political subdivisions within the State; and

NOW, THEREFORE, be it resolved by _____

_____ that in order to maximize the prompt, full and effective use of resources of all participating governments in the event of an emergency or disaster we hereby adopt the Statewide Mutual Aid Agreement which is attached hereto and incorporated by reference.

ADOPTED BY: _____

DATE: _____

I certify that the foregoing is an accurate copy of the Resolution adopted by

_____ on _____.

BY: _____

TITLE: _____

DATE: _____



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

STATEWIDE MUTUAL AID AGREEMENT – SAMPLE ATTACHMENT **Encompassed Entities**

This notice is an acknowledgment of an amendment to the 2023 SMAA by the Florida Division of Emergency Management (“the Division”) which allows parent entities to include individual departments and subdivisions, within their authority, to be listed as SMAA designees eligible for SMAA request and assistance procedures.

By our authority and adoption of the attached 2023 Statewide Mutual Aid agreement, as the parent entity, the following departments and subdivisions will be included as SMAA signatories for all asset request, assistance, and applicable reimbursement processes:

All entities listed herein will still require access to the DEMES Mutual Aid System for FDEM Reimbursement process requirements.

_____	_____
_____	_____
_____	_____
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_____	_____

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.2.

Meeting Date: April 8, 2024

From: Tracey Dean, (Airport Manager)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, amending the Workday Schedule and Fee Schedule for Aircraft Inspection and Clearance at Leesburg International Airport by the U.S. Customs and Border Protection; and providing an effective date.

Staff Recommendation:

Staff recommends approval of amending the Customs Inspection Fee Schedule.

Analysis:

By Resolution 11,701, dated September 23, 2023, and effective on November 1, 2023, the City Commission amended the U.S. Customs & Border Protection work schedule and inspection fee document. The overtime fee for after-hours clearings was raised; however, it was an oversight that Federal Holidays were not named as being subject to overtime fees. Now, Staff desires to revise the document with the inclusion of Federal Holidays. Staff will subsequently update the published document on the City website and the Customs website.

Procurement Analysis:

N/A

Options:

1. Approve the Resolution updating the operational schedule and fee document; or,
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

None

RESOLUTION _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, AMENDING THE WORKDAY SCHEDULE AND FEE SCHEDULE FOR AIRCRAFT INSPECTION AND CLEARANCE AT LEESBURG INTERNATIONAL AIRPORT BY THE US CUSTOMS AND BORDER PROTECTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Leesburg has contracted with the U.S. Customs and Border Protection for aircraft inspection and clearance at Leesburg International Airport; and

WHEREAS, the City of Leesburg currently offers the U.S. Customs and Border Protection aircraft inspection and clearance to aircraft owners; and

WHEREAS, the City of Leesburg adopted a Standard Workday Schedule & Standard Inspection Fee Schedule by Resolution 7444, dated September 12, 2005; and

WHEREAS, the City of Leesburg amended Resolution 7444, and adopted Resolution 8040, dated October 22, 2007, which increased Overtime Fees; and

WHEREAS, the City of Leesburg amended Resolution 8040 and adopted by Resolution 11,701 the revised fee schedule increasing the Turbine Aircraft Fee, Jet Fees, and the Overtime Fee for the U.S. Customs and Border Protection aircraft inspection and clearance services and a revised work schedule of operating days and hours.

WHEREAS, the City now desires to amend Resolution 11,701, dated September 25, 2023, to clarify, all Federal Holidays are subject to the overtime rate which became effective on November 1, 2023.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Leesburg:

That the following table is adopted as the U.S. Customs and Border Protection Standard Inspection Fee Schedule of the City of Leesburg, and shall remain in effect as such until modified or repealed by subsequent resolution of this body.

U.S. CUSTOMS AND BORDER PROTECTION STANDARD INSPECTION FEE SCHEDULE	
Type of Aircraft	Standard Fee
Single Engine Piston Aircraft	\$50.00
Twin Engine Piston Aircraft	\$75.00
Single Engine or Twin Engine Turbine Aircraft	\$150.00
Small Jet Aircraft (Less than 20,000 pounds in gross weight)	\$250.00
Jets Equal To or Greater Than 20,000 pounds in gross weight	\$400.00

THE STANDARD FEE SHALL APPLY DURING THE NORMAL WORK SCHEDULE, WHICH SHALL BE THURSDAY THROUGH MONDAY, FROM 10:00 A.M. TO 6:00 P.M. ANY INSPECTION DONE OUTSIDE OF THESE TIMES OR ANY INSPECTION DONE ON A FEDERAL HOLIDAY, SHALL BE SUBJECT TO AN OVERTIME FEE OF **\$400.00** IN ADDITION TO THE STANDARD FEE.

THAT this resolution shall become effective _____, 2024

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held the _____ day of _____, 2024.

MAYOR

ATTEST: _____

CITY CLERK

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.3.

Meeting Date: April 8, 2024

From: Andi Purvis, (City Clerk)

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

Staff Recommendation:

Staff recommends accepting and approving the Resolution authorizing the Mayor and City Clerk to execute a gas service agreement between the City of Leesburg and Burgland Investments, LLC.

Analysis:

The City of Leesburg is agreeing to provide natural gas service to Burgland Investments, LLC, for the development known as Sleepy Hollow, pursuant to the terms of the Gas Service Agreement.

Procurement Analysis:

N/A

Options:

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

Fiscal Impact:

Developer will place construction funds prior to construction totaling \$39,727.19 in an escrow account for the 26 units. A budget adjustment will be processed to add these funds to the current budget.

Account No. 042-0000-223-3100

WF No. WF1556884 & WF1556888

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A
GAS SERVICE AGREEMENT BETWEEN THE CITY OF LEESBURG AND
BURGLAND INVESTMENTS, LLC, FOR THE PURPOSE OF SETTING
FORTH THE TERMS UNDER WHICH THE CITY WILL PROVIDE NATURAL
GAS SERVICE TO THE DEVELOPMENT KNOWN AS SLEEPY HOLLOW;
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 Burgland Investments, LLC, for the purpose of setting forth the terms under which the City will provide natural gas service to the development known as Sleepy Hollow.

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 8th day of April 2024.

Mayor

ATTEST:

City Clerk

GAS SERVICE AGREEMENT

THIS AGREEMENT is made and entered into this 19th day of January, 2024 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 Burgland Investments LLC, 1810 W. Kennedy Blvd. Suite 232, Tampa Florida, 33606 (hereinafter jointly referred to as "Developer"), sometimes collectively referred to as "Party" or "Parties".

WITNESSETH:

WHEREAS, Developer or a Subsequent Developer/Owner (hereinafter referred to as "Subsequent Developer/Owner") is the intended Owner of the following real property located in Leesburg, Lake County, Florida (the "Property"):

See Schedule "A" attached hereto

Parcel Identification Number(s): 29-19-25-001-000-02700, 29-19-25-0001-000-02600

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

WHEREAS, Section 22-7 of the Code of Ordinances of the City of Leesburg, Florida, requires that Developer or Subsequent Developer/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. Developer or any Subsequent Developer/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. Developer or Subsequent Developer/Owner shall ensure that not less than eighty percent (80%) of the planned (26) 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 Developer or Subsequent Developer/Owner as the primary consideration for the execution of this Agreement.

4. The Developer or Subsequent Developer/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 estimated costs of the infrastructure to be funded by Developer or Subsequent Developer/Owner as set forth below, is Thirty Nine thousand Seven hundred and Twenty Seven dollars and Nineteen cents (39,727.19). Fifteen (15) days prior to construction, Developer or Subsequent Developer/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, Developer or Subsequent Developer/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 Developer or Subsequent Developer/Owner in writing as soon as practicable. In turn, Developer or Subsequent Developer/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 Developer or Subsequent Developer/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 ultimate residential lot Owner and or the ultimate residential lot 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 the ultimate residential lot Owner and/or the ultimate residential lot Owner 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 the ultimate residential lot 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 Developer or Subsequent Developer/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 Developer or Subsequent Developer/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 Developer or Subsequent Developer/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. Developer or Subsequent Developer/Owner and City will share trench space, which will be dug by the Developer or Subsequent Developer/Owner 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. Developer or Subsequent Developer/Owner agrees to pay any and all costs that City incurs in the collection of any unpaid reimbursement fees from Developer or Subsequent Developer/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 or Subsequent Developer/Owner 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 Developer or, if applicable, the Subsequent Developer/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 Developer, 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: _____
Authorized Representative of Developer
Print Name: F. Bombeeck
Title: Manager

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.4.

Meeting Date: April 8, 2024

From: Al Minner, (City Manager)

Subject: Resolution of the City Commission of the City of Leesburg, Florida approving a Special Transfer of up to \$500,000 from the General Fund to the Electric Utility Fund, returning approximately two months of the budgeted Electric Transfer; and providing an effective date.

Staff Recommendation:

Staff recommends approval of the resolution for a Special Transfer of up to \$500,000 from the General Fund to the Electric Utility Fund.

Analysis:

During the budget process the Electric transfer to the General Fund is calculated and each month 1/12 is transferred from the Electric Utility Fund to the General Fund. For the current fiscal year the total amount is \$3,165,783 (6% of Charges for Services Revenue) or \$263,815 each month. Due to significant Personnel savings from position vacancies in the General Fund totaling approximately \$500,000 from October 2023 to March 2024, it is proposed to return those savings back to the Electric Utility Fund to help replenish Cash Reserves.

Procurement Analysis:

N/A

Options:

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

Fiscal Impact:

The General Fund Cash Reserves will decrease by up to \$500,000 and the Electric Utility Fund Cash Reserves will increase by up to \$500,000.

Account No. 041-1088-581-9101 & 001-0000-382-0100

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA APPROVING A SPECIAL TRANSFER OF UP TO \$500,000 FROM
THE GENERAL FUND TO THE ELECTRIC UTILITY FUND, RETURNING
APPROXIMATELY TWO MONTHS OF THE BUDGETED ELECTRIC
TRANSFER; AND PROVIDING AN EFFECTIVE DATE.**

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

THAT the City Commission hereby authorizes a Special Transfer of up to \$500,000 from the General Fund to the Electric Utility Fund, returning a portion of the budgeted General Fund Transfer.

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 8th day of April 2024.

Mayor

ATTEST:

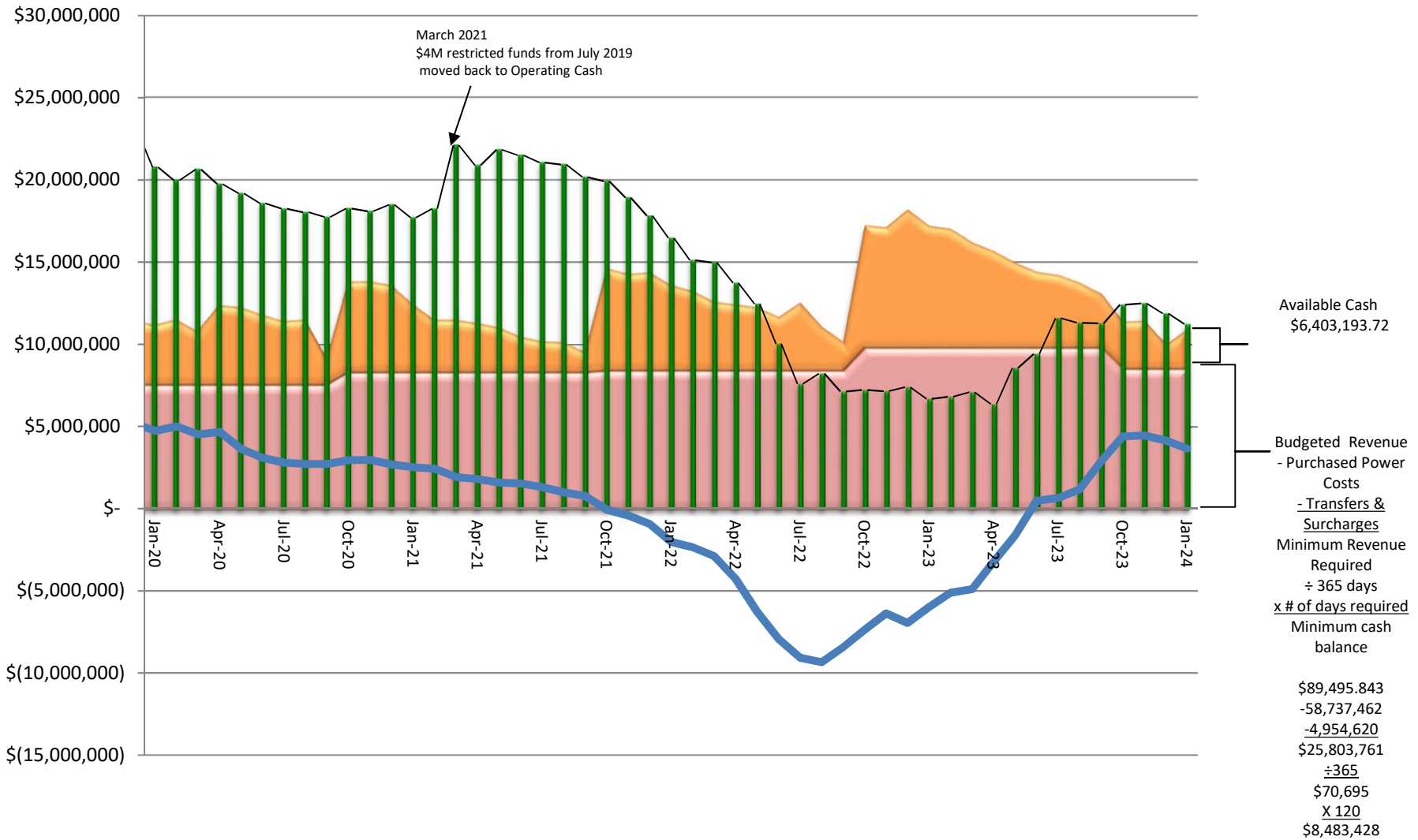
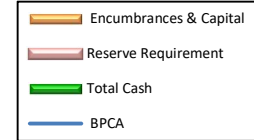
City Clerk

Estimated Personnel Vacancy Savings for Oct 2023- Mar 2024

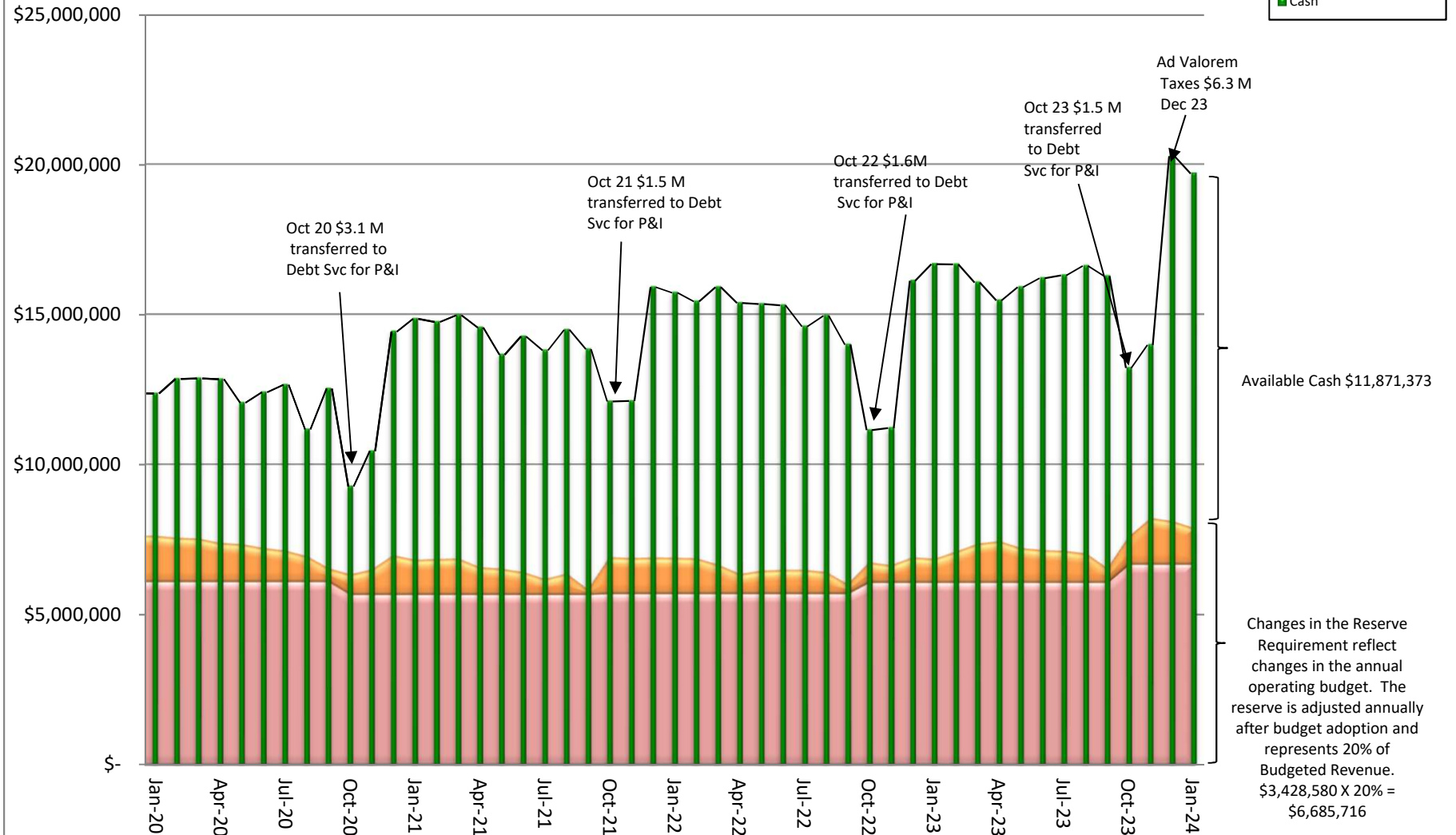
<u>General Fund:</u>		<u>Utility Allocated</u>	<u>GF Funds Available</u>
Customer Service	46,229.76	45,305.16	924.60
Purchasing	33,321.12	24,324.42	8,996.70
Human Resources	9,372.48	3,186.64	6,185.84
IT	18,026.40	16,223.76	1,802.64
Police	290,364.58		290,364.58
Fire	87,673.11		87,673.11
PW Streets	5,857.80		5,857.80
PW Facilities	5,857.80	292.89	5,564.91
PW Grounds	64,435.80		64,435.80
Planning & Zoning	-		
Library	18,639.52		18,639.52
Recreation	15,277.14		15,277.14
Total General Fund	595,055.51		505,722.63 GF Personnel Vacancy Funds Available

Electric	80,814.21
Gas	79,213.08
Water	82,803.91
Wastewater	35,732.58
Solid Waste	14,246.17
Stormwater	8,333.70
Fleet	5,930.05
Building	13,308.92
GLCRA	5,272.02
TOTAL	920,710.13

Electric Fund Cash and Reserve Requirement



General Fund Cash and Reserve Requirement



City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.5.

Meeting Date: April 8, 2024

From: Andi Purvis, (City Clerk)

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

Staff Recommendation:

Staff recommends accepting and approving the Resolution authorizing the Mayor and City Clerk to execute a gas service agreement between the City of Leesburg and DWPM Ventures, LLC.

Analysis:

The City of Leesburg is agreeing to provide natural gas service to DWPM Ventures, LLC, for the development known as Hills of Leesburg, pursuant to the terms of the Gas Service Agreement.

Procurement Analysis:

N/A

Options:

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

Fiscal Impact:

Developer will place construction funds prior to construction totaling \$153,869.60 in an escrow account for the 118 units planned. A budget adjustment will be processed to add these funds to the current budget.

Account No. 042-0000-223-3100
WF No. WF1556882 & WF1556886

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A
GAS SERVICE AGREEMENT BETWEEN THE CITY OF LEESBURG AND
DWPM VENTURES, LLC, FOR THE PURPOSE OF SETTING FORTH THE
TERMS UNDER WHICH THE CITY WILL PROVIDE NATURAL GAS
SERVICE TO THE DEVELOPMENT KNOWN AS HILLS OF LEESBURG;
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 DWPM Ventures, LLC, for the purpose of setting forth the terms under which the City will provide natural gas service to the development known as Hills 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 8th day of April 2024.

Mayor

ATTEST:

City Clerk

GAS SERVICE AGREEMENT

THIS AGREEMENT is made and entered into this ____day _____, 2024 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 DWPM Ventures, LLC, 6 Ambrose Lane Suite 100, South Barrington, Illinois 60010 (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): 01-19-25-0500-016-00300, 01-19-25-0500-018-00402, 01-19-25-0500-018-00500, 01-19-25-0500-018-00600, 01-19-25-0500-018-00700

WHEREAS, development of the Property has been authorized in accordance with the master plan on file with the City for "Hills of Leesburg" (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 (118) 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 Fifty Three thousand Eight hundred and Sixty Nine dollars and Sixty cents (153,869.60). 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 comers 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: _____
Authorized Representative of Developer
Printed Name: _____
Title: _____

Parcels: 01-19-25-0500-016-00300, 01-19-25-0500-016-00300, 01-19-25-0500-018-00600,
01-19-25-0500-018-00700, 01-19-25-0500-018-00402, 01-19-25-0500-018-00500

LEGAL DESCRIPTION:

Parcel 1

Lots 3 and 4, Block 16, Lots 1, 2, 3 and 4, Block 17 and Lots 11 and 12, Block 18, Revised and Corrected Plat of Re-Subdivision of Subdivision of Silver Lake Estates, according to the plat thereof, as recorded in Plat Book 10, Page 66, Public Records of Lake County, Florida. TOGETHER WITH that portion of vacated Hill Road, Walker Road, Tuller Road and Seng Road as more particularly described in that certain Corrected Resolution No. 2006-27 recorded October 17, 2008, in Official Records Book 3691, Page 233, Public Records of Lake County, Florida.

AND

Parcel 2

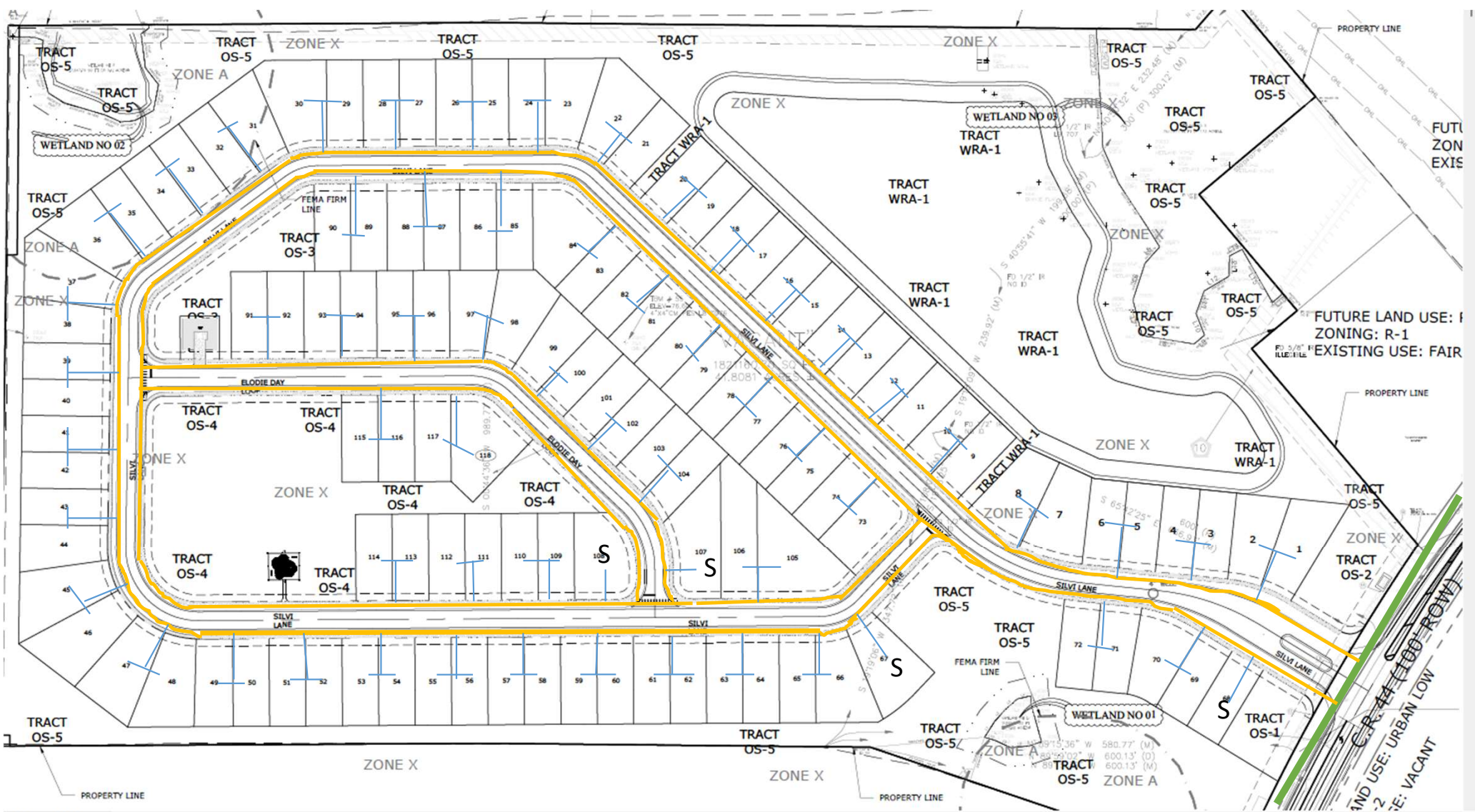
Lot 6 and that part of Lot 7, Block 18, Revised and Corrected Plat of the Re-Subdivision of Subdivision of Silver Lake Estates, according to the plat thereof, as recorded in Plat Book 10, Page 66, Public Records of Lake County, Florida, described as follows: Begin at the Northeasterly corner of Lot 7, Block 18, run North 89 degrees 59 minutes 02 seconds West 600.13 feet; thence run South 71 degrees 56 minutes 19 seconds East 545.67 feet to the Westerly line of State Road 44, said point being on a curve concave Easterly and having a radius of 2910.01 feet and a radial bearing of North 66 degrees 08 minutes 38 seconds West; thence run Northeasterly along the arc of said curve through a central angle of 03 degrees 41 minutes 37 seconds, a distance of 187.60 feet to the Point of Beginning.

LESS AND EXCEPT that portion of Lots 6 and 7, Block 18, lying within 50 feet of the centerline of County Road 44, as conveyed to Lake County, Florida, in that certain Statutory Warranty Deed recorded March 27, 1996, in Official Records Book 1425, Page 2224, Public Records of Lake County, Florida.

AND

Parcel 3

Lots 4, 5 and 10, Block 18, Revised and Corrected Plat of the Re-Subdivision of the Subdivision of Silver Lake Estates, according to the plat thereof, as recorded in Plat Book 10, Page 66, Public Records of Lake County, Florida, LESS that part of Lot 4, Block 18, bounded and described as follows: Begin at the Eastern most corner of said Lot 4, Block 18, run thence North 43 degrees 30 minutes West, 300 feet along the Northeast line of said Lot 4; thence South 46 degrees 30 minutes West 290 feet; thence South 43 degrees 30 minutes East, 372 feet to the Northwest right of way line of State Road No. 44; thence Northeasterly 298 feet, more or less, along the said line to the Point of Beginning; AND LESS, from the Northeasterly corner of said Lot 4, run North 43 degrees 30 minutes West, along the Northeasterly line of said Lot 4, a distance of 300 feet to the Point of Beginning; thence continue North 43 degrees 30 minutes West along said Northeasterly line 208.72 feet; thence South 46 degrees 30 minutes West 208.72 feet; thence South 43 degrees 30 minutes East 208.72 feet; thence North 46 degrees 30 minutes East, 208.72 feet to the Point of Beginning. LESS AND EXCEPT that portion of Lot 5, Block 18, lying within 50 feet of the centerline of County Road 44, as conveyed to Lake County, Florida, in that certain Statutory Warranty Deed recorded March 27, 1996, in Official Records Book 1425, Page 2227, Public Records of Lake County, Florida.



City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.A.1.

Meeting Date: April 8, 2024

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

Subject: An Ordinance of the City of Leesburg, Florida, adding a PDO (Planned Development Overlay), with a waiver from Section 25-282 (a) (1) PDO five-acre minimum, to the existing R-3 (High Density Residential) zoning, on approximately 0.22 +/- acres to allow for an office, retail, and classroom uses for a property generally located south of East Main Street and west of Mike Street, lying in Section 25, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date. (CDC Office Mike Street PDO)

Staff Recommendation:

Planning and Zoning Staff and Planning Commission recommend approval of the request to add a PDO (Planned Development Overlay), with a waiver from Section 25-282 (a) (1) PDO five-acre minimum, to the existing R-3 (High Density Residential) zoning, to allow for office, retail, and classroom uses.

Analysis:

A Planned Development Overlay (PDO) allows an additional use or uses but keeps the underlying zoning district. PDOs are a tool for adding appropriate uses, where applicable, with the appropriate conditions.

The project site is approximately 0.22 +/- acres, and is generally located south of East Main Street and west of Mike Street as shown on the attached maps. At this time, the property is developed with an existing commercial building. The proposal will allow for office, retail, and classroom uses. Uses in this area include commercial, multifamily and single family residential, the Dabney Aquatic Center, museum, and the City of Leesburg.

The Planning Commission held a public hearing on the application on February 22, 2024 and recommended approval.

Procurement Analysis:

N/A

Options:

1. Approve the request for a Planned Development Overlay on the subject property; or

2. Other action as the Commission may choose.

Fiscal Impact:

A small positive fiscal impact will result from the creation of new jobs and businesses at this location.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, ADDING A PDO (PLANNED DEVELOPMENT OVERLAY), WITH A WAIVER FROM SECTION 25-282 (A) (1) PDO FIVE-ACRE MINIMUM, TO THE EXISTING R-3 (HIGH DENSITY RESIDENTIAL) ZONING, ON APPROXIMATELY 0.22 +/- ACRES TO ALLOW FOR AN OFFICE, RETAIL, AND CLASSROOM USES FOR A PROPERTY GENERALLY LOCATED SOUTH OF EAST MAIN STREET AND WEST OF MIKE STREET, LYING IN SECTION 25, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (CDC OFFICE MIKE STREET PDO)

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

Section 1.

Based upon the petition of the Community Development Corporation of Leesburg, 314 South Canal Street, Leesburg Florida, 34748, (John Christian (Agent) 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 PDO (Planned Development Overlay), with a waiver from Section 25-282 (a) (1), PDO five-acre requirement, to allow an office, retail, and classroom uses on said property located in Lake County Florida, is hereby added to the existing City of Leesburg R-3 (High Density Residential) zoning, 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 8th day of April 2024.

THE CITY OF LEESBURG, FLORIDA

Mayor

ATTEST:

City Clerk

Exhibit A – Legal Description

Lot 3 in J.W. Lee's Subdivision of Lots 6, 8, 9 and 10, Block 57, of the CITY OF LEESBURG, FLORIDA, according to the Official Map thereof recorded in Plat Book 2, Page 19, Public Records of Lake County, Florida.

CDC Office Mike Street
PLANNED DEVELOPMENT OVERLAY CONDITIONS
In a R-3 (High Density Residential) Zoning District
February 22, 2024

These Planned Development Conditions for a PDO (Planned Development Overlay) District, with a waiver from City of Leesburg Code of Ordinances Section 25-282 (a) (1), PDO five acre minimum, are granted by the City of Leesburg, Florida to **Community Development Corporation of Leesburg**, whose address is **314 S. Canal Street, Leesburg, Florida 34748, "Permittee" (John Christian, 314 S. Canal Street, Leesburg, Florida 34748, Petitioner/Agent)** for the purposes, terms and conditions set forth herein pursuant to authority contained in Chapter 25 "Zoning", Section 25-278 *Planned Development Process* of the City of Leesburg Code of Ordinances, as amended.

PURPOSE

The purpose of this document is to provide appropriate zoning standards to maintain a high quality built environment through the application of flexible and diversified land use and development requirements.

BACKGROUND

The "Permittee" has submitted an application to request a PDO (Planned Development Overlay) zoning district, with waiver from Section 25-282 (a) (1), on an approximately 0.22 acre site within the City of Leesburg in accordance with their Planned Development Overlay application and supplemental information. The property is currently zoned R-3 (High Density Residential), with a Future Land Use designation of Institutional. The property is developed with a building with a present use of office and retail. The purpose is to continue the existing office and retail uses and allow the additional use of classroom.

REQUEST

1. Add a Planned Development Overlay (PDO) to a R-3 (High Density Residential) zoning to permit office, retail, and classroom uses in the Institutional Future Land Use.
2. A waiver from Section 25-282(a)(1), PDO 5-acre minimum requirement.

1. PERMISSION

Permission is hereby granted to the **Community Development Corporation of Leesburg**, whose address is **314 S. Canal Street, Leesburg, Florida 34748, "Permittee" (John Christian, 314 S. Canal Street, Leesburg, Florida 34748, Petitioner/Agent)** to operate and maintain a PDO (Planned Development Overlay) in and on real property in the City of Leesburg, subject the conditions described in this document. The property is generally located south of East Main Street and west of Mike Street and 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 R-3 (High Density Residential) uses with a PDO (Planned Development Overlay) as limited herein, and pursuant to City of Leesburg development codes and standards.

A. **Uses**

- 1) Uses shall be those listed as permitted uses in this document and shall occupy the approximate area as shown on the Conceptual Site Plan, Exhibit C.
- 2) Permitted uses:
 - a. Uses which are permitted within the R-3 (High Density Residential), subject to site review
 - b. Office uses, including general, professional and medical
 - c. Retail uses
 - d. Classroom uses
- 3) Uses prohibited shall be as follows:
 - a. All other uses not specifically approved herein or under the R-3 (High Density Residential) zoning district.

4. **SITE ACCESS**

- A. Existing access shall be maintained and shall be subject to permitting through the City of Leesburg, Lake County or the Florida Department of Transportation as required by law.

5. **DEVELOPMENT STANDARDS AND OPERATIONS**

- A. The minimum development standards, including, but not limited to, setbacks, maximum building height, impervious surface, open space, and parking requirements shall be those required for the C-1 (Neighborhood Commercial) zoning district except as amended by these conditions, which may limit the permitted uses based on site plan and parking requirements.
- B. All signs placed or constructed on the property shall comply with *Article VI- Sign Regulations, Section 25-421 through Section 25-426*, City of Leesburg Code of Ordinances, as amended.
 - 1) May utilize *Section 25-424(c) Commercial Districts*, consistent with 5A.

6. **MISCELLANEOUS CONDITIONS**

- A. The uses of the proposed project shall only be those uses identified in these approved Planned Development Overlay Conditions, or as set forth in the underlying zoning district. Any other proposed use must be specifically authorized through rezoning the property, or 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 Code of Ordinances.
- C. Construction and operation of the proposed use(s) shall at all times comply with City and other governmental agencies rules and regulations.
- D. The transfer of ownership or lease of any or all of the property described in this agreement shall include in the transfer or lease agreement, a provision that the purchaser or lessee is made good and aware of the conditions pertaining to this agreement as established herein 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 Planned Development Overlay 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.
- F. The granting of this Planned Development Overlay does not exempt the applicant from any other applicable regulations of the City of Leesburg and other governmental agencies and assessment of impact fees as required by ordinance.
- G. On December 14, 2023, the Planning Commission has granted a waiver from City of Leesburg Code of Ordinances Section 25-282 (a) (1), which requires a subject property with minimum of five (5) acres of continuous land for a Planned Development Overlay.

LEGAL DESCRIPTION
PUD-23-592

EXHIBIT B
(from Deed)

Lot 3 in J.W. Lee's Subdivision of Lots 6, 8, 9 and 10, Block 57, of the CITY OF LEESBURG, FLORIDA, according to the Official Map thereof recorded in Plat Book 2, Page 19, Public Records of Lake County, Florida.

Parcel ID#2519240600-000-00300

EXHIBIT C





CITY OF LEESBURG PLANNING & ZONING DIVISION RECOMMENDATIONS

DATE: February 22, 2024
OWNER: Community Development Corporation of Leesburg
PETITIONER: John Christian
PROJECT: CDC Office Mike Street PDO (Planned Development Overlay)
CASE NO.: PUD-23-592

REQUEST

1. Add a Planned Development Overlay (PDO) to a R-3 (High Density Residential) zoning that allows retail, office, and classroom uses with Institutional Future Land Use.
2. A waiver from Section 25-282(a)(1), PDO 5-acre minimum requirement.

BACKGROUND

The property is currently zoned R-3 (High Density Residential) with an Institutional future land use and is located in close proximity to the Pine Street Commercial Corridor. The present use of the property is office and retail. The proposed PDO will allow the existing uses as well as classroom use. As currently zoned, changes to the underlying R-3 (High Density Residential) zoning district or Institutional Future Land Use could constitute a “spot zoning,” or an inconsistent land use amendment, and thus be incompatible with City of Leesburg Comprehensive Plan, *Future Land Use Element*, Objective 1.6, Policy 1.6.1. 5.

Per City of Leesburg Code of Ordinances Section 25-282 (a)(1), unless waived by the Planning Commission, a PDO shall include less than 5 acres of contiguous land. The subject property is 0.22 +/- acres, therefore, if the Planning Commission wishes to approve the request, the project will require a waiver.

Staff recognizes that the proposed uses are consistent with the existing uses in the area and with the nearby Pine Street upgrades that are currently underway.

THE PLANNING & ZONING DIVISION RECOMMENDS:

APPROVAL of the request for the following reason(s):

1. The proposed requests are compatible with the existing zoning district of R-3 (High Density Residential), and the surrounding zoning districts of C-1 (Neighborhood Commercial), R-3

(High Density Residential), P (Public), and PSC (Pine Street Commercial).

2. There is no change proposed to the Future Land Use designation of Institutional. Allowed within in the future land use are not-for-profit and semi-public uses as well as educational facilities.
3. The request for the addition of a Planned Development Overlay, with request for waiver from Section 25-282(a)(1), is compatible with the current surrounding Future Land Use designations, including Institutional, General Commercial, and Transitional.
4. The requests will allow office, retail, and classroom uses consistent with the surrounding land uses, while maintaining the existing Zoning and Future Land Use designation.
5. The proposed requests do not appear to create a detriment to surrounding properties, based on the location and proximity to compatible development.

Action Requested:

1. Vote to **approve** the addition of a Planned Development Overlay on a R-3 (High Density Residential) zoning, with a waiver from Section 25-282(a)(1), and forward this recommendation to the City Commission for consideration.

**CITY OF LEESBURG PLANNING & ZONING DIVISION
STAFF SUMMARY**

DATE: January 29, 2024
OWNER: Community Development Corporation of Leesburg
PETITIONER: John Christian
PROJECT: CDC Office Mike Street PDO
REQUEST: PDO with waiver from Sec. 25-282 (a) (1)
CASE NO.: PUD-23-592

GENERAL LOCATION: South of E. Main Street and west of Mike Street

FUTURE LAND USE DESIGNATION: Institutional

SURROUNDING FUTURE LAND USE DESIGNATION:

North – Institutional, Transitional
South – Institutional
East – Transitional
West – General Commercial

PROPOSED FUTURE LAND USE DESIGNATION: No change.

EXISTING ZONING DESIGNATION: R-3 (High Density Residential)

SURROUNDING ZONING DESIGNATIONS:

North – R-3 (High Density Residential), P (Public)
South – R-3 (High Density Residential), P (Public)
East – R-3 (High Density Residential)
West – R-3 (High Density Residential)

PROPOSED ZONING DESIGNATION: R-3 (High Density Residential), with a PDO permitting office, retail, and classroom uses.

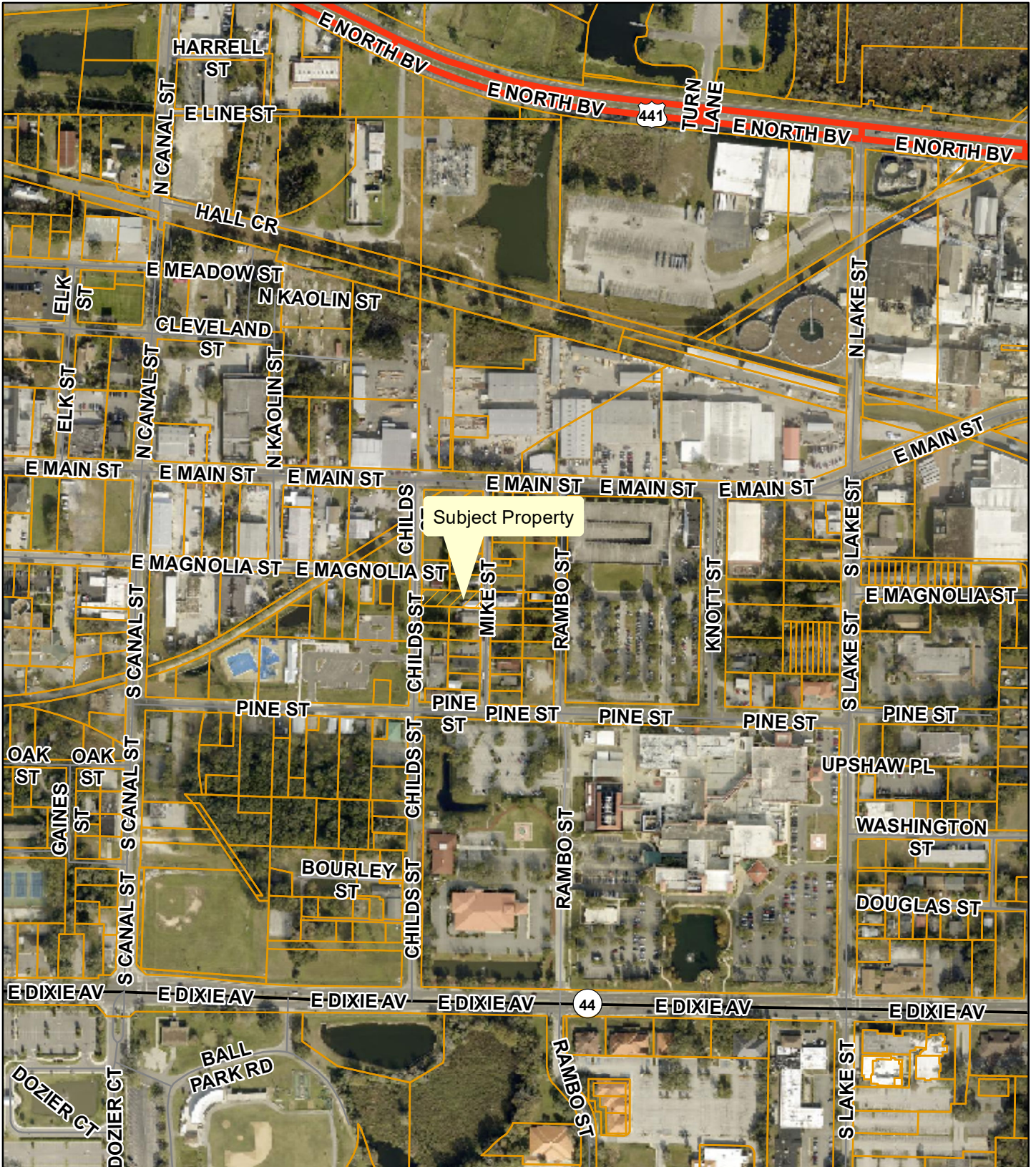
EXISTING LAND USE: Office, Retail

SURROUNDING EXISTING LAND USE:

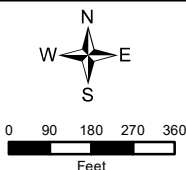
North – Single-family, Government
South – Single-family, Government
East – Single-family, Vacant Residential
West – Government

PROPOSED LAND USE: Office, Retail, Classroom

Locator



**Planning
& Zoning
Division**



CDC Office Mike Street PDO

PUD-23-592

207 Mike Street

AK #1231361

Section 25, Township 19 South, Range 24 East

January 9, 2024

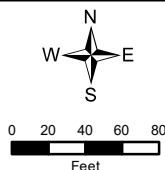
Aerial



Subject Property



**Planning
& Zoning
Division**



CDC Office Mike Street PDO

PUD-23-592

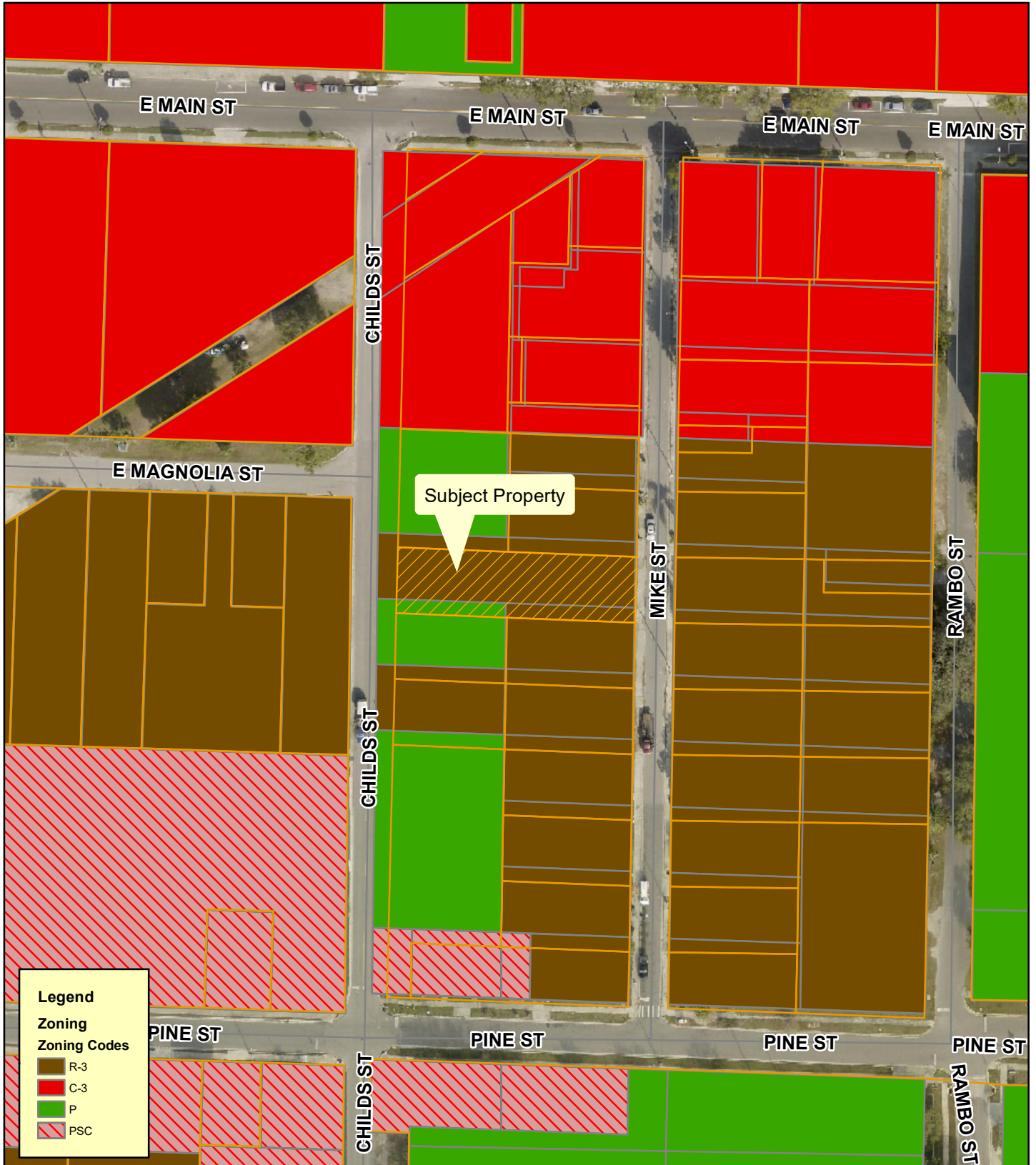
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AK #1231361

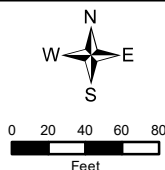
Section 25, Township 19 South, Range 24 East

January 9, 2024

Zoning



**Planning
& Zoning
Division**

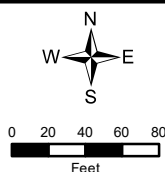


CDC Office Mike Street PDO
 PUD-23-592
 207 Mike Street
 AK #1231361
 Section 25, Township 19 South, Range 24 East
 January 9, 2024

Surrounding Land Uses



**Planning
& Zoning
Division**



CDC Office Mike Street PDO

PUD-23-592

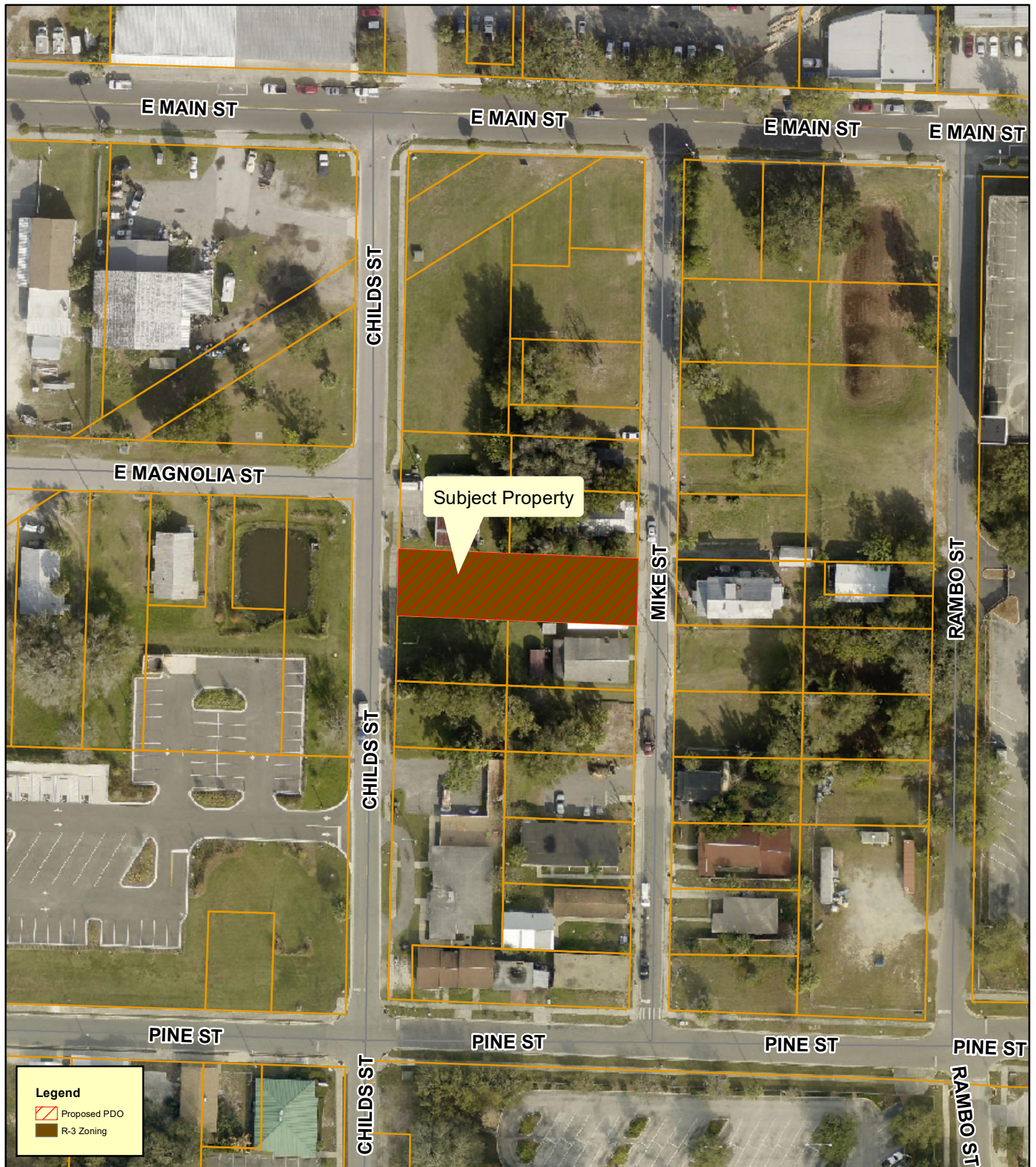
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AK #1231361

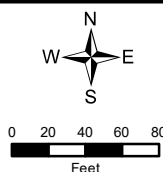
Section 25, Township 19 South, Range 24 East

January 9, 2024

Proposed Planned Development Overlay

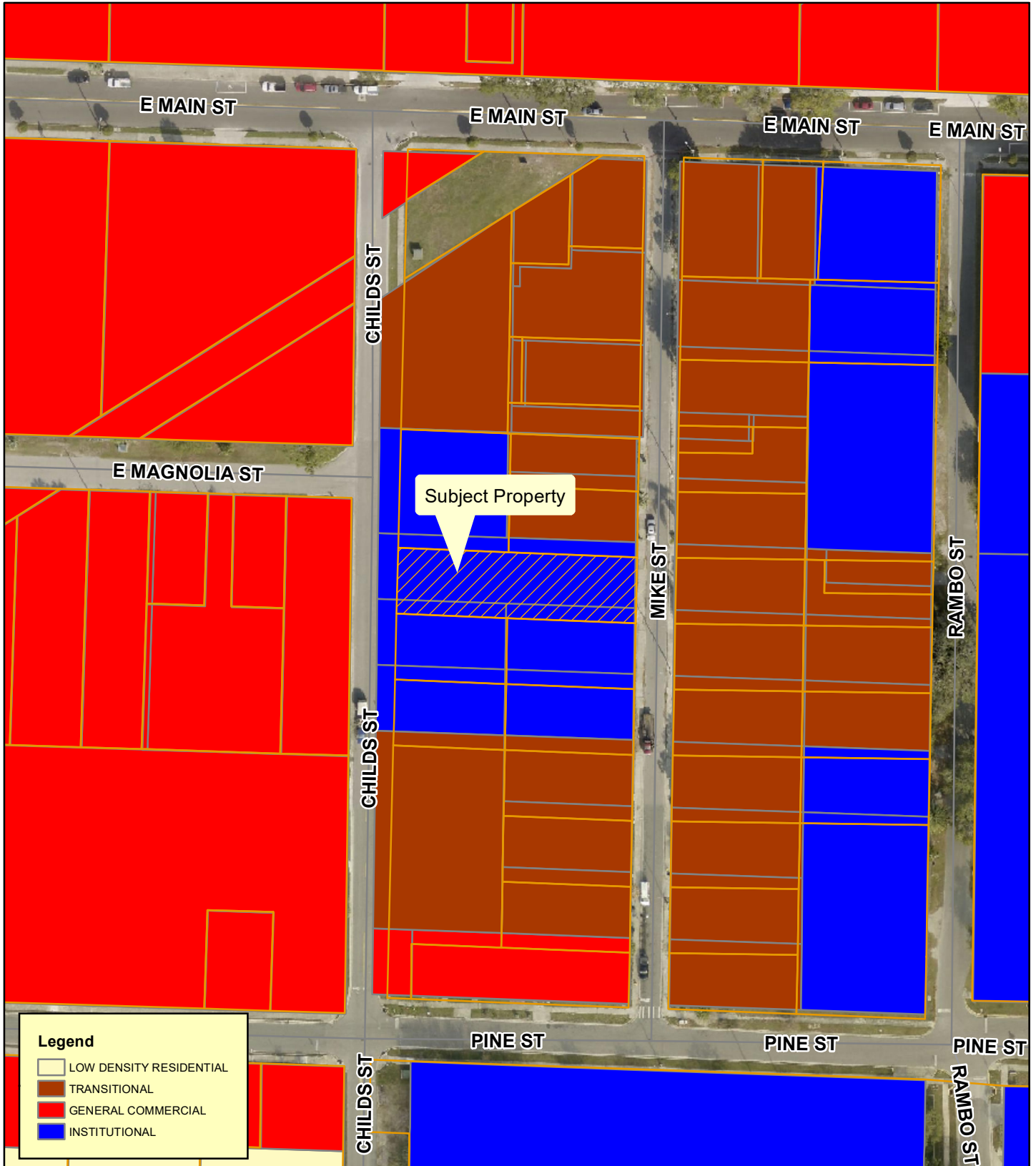


Planning
& Zoning
Division

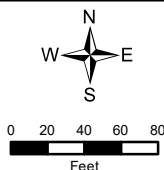


CDC Office Mike Street PDO
PUD-23-592
207 Mike Street
AK #1231361
Section 25, Township 19 South, Range 24 East
January 9, 2024

Future Land Use

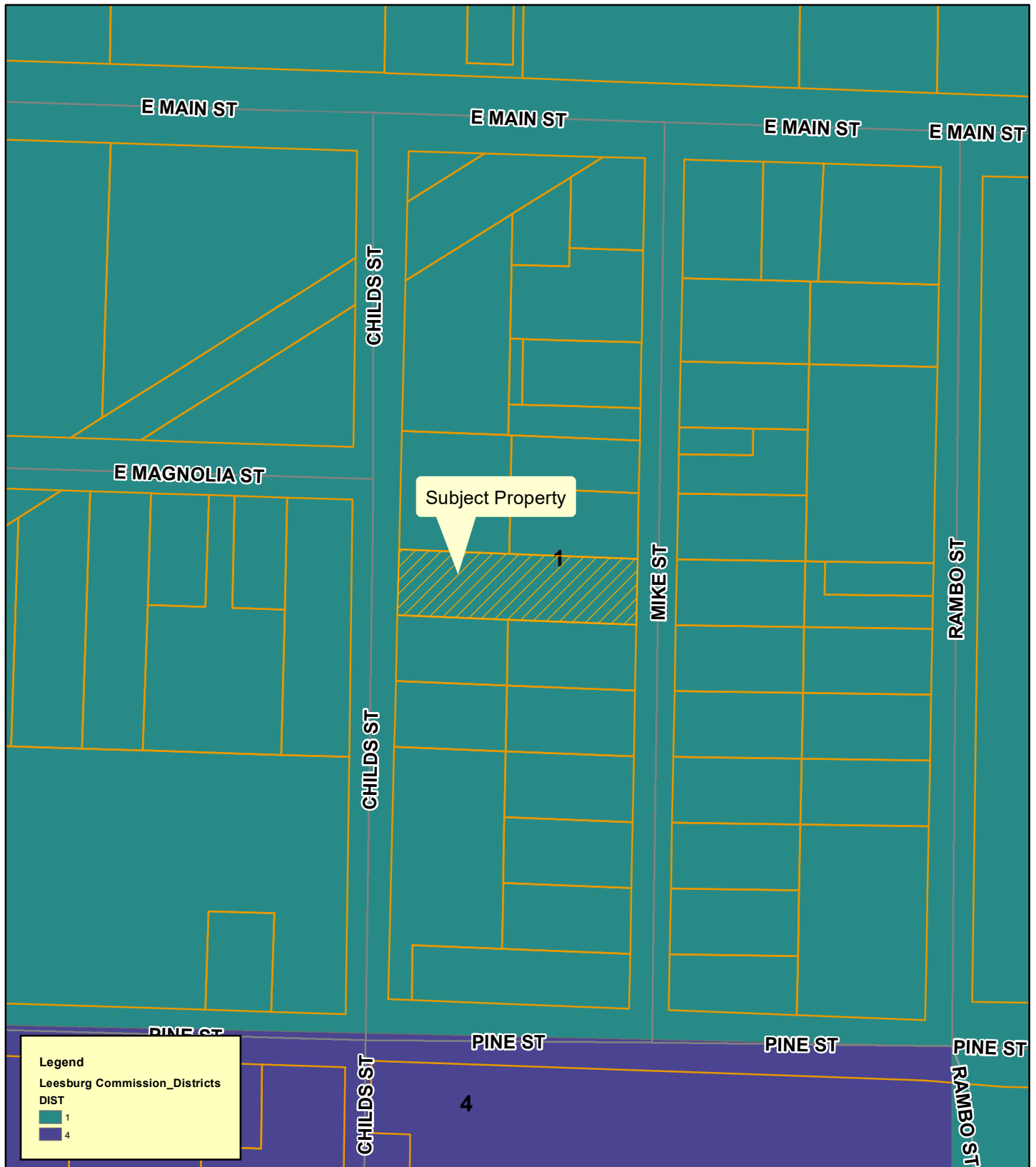


**Planning
& Zoning
Division**

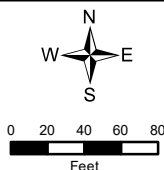


CDC Office Mike Street PDO
PUD-23-592
207 Mike Street
AK #1231361
Section 25, Township 19 South, Range 24 East
January 9, 2024

Commission District



**Planning
& Zoning
Division**



CDC Office Mike Street PDO

PUD-23-592

207 Mike Street

AK #1231361

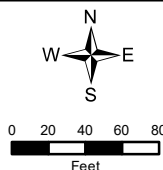
Section 25, Township 19 South, Range 24 East

January 9, 2024

Community Redevelopment Area



**Planning
& Zoning
Division**



CDC Office Mike Street PDO
PUD-23-592
207 Mike Street
AK #1231361
Section 25, Township 19 South, Range 24 East
January 9, 2024

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.A.2.

Meeting Date: April 8, 2024

From: Andi Purvis, (City Clerk)

Subject: An Ordinance of the City of Leesburg, Florida, amending the City Code of Ordinances, by amending Article IV, Chapter 9 - Elections; providing for five single member commissioner districts; providing for severability; providing for conflicts; and providing an effective date.

Staff Recommendation:

Staff recommends approval of the proposed ordinance.

Analysis:

Ordinance 21-10 amended the City Charter of the City of Leesburg, Florida, the Ordinance failed to address the election related policies in the City's Code of Ordinances ("Code"); and the City Commission of the City of Leesburg wishes to amend the City's Code as it pertains to elections to be consistent with the City's Charter.

Procurement Analysis:

N/A

Options:

1. Adopt the Ordinance as presented, or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

None

ORDINANCE NO. 2024-_____

**AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA
AMENDING THE CITY CODE OF ORDINANCES BY
AMENDING ARTICLE IV, CHAPTER 9 – ELECTIONS;
PROVIDING FOR FIVE SINGLE MEMBER
COMMISSIONER DISTRICTS; PROVIDING FOR
SEVERABILITY; PROVIDING FOR CONFLICTS; AND
PROVIDING FOR AN EFFECTIVE DATE**

WHEREAS, the City Commission of the City of Leesburg passed Ordinance 21-10 that implemented the will of the electors of Leesburg to create five single member districts for City Commissioners and establish new district boundaries; and

WHEREAS, Ordinance 21-10 amended the City Charter of the City of Leesburg, Florida, the Ordinance failed to address the election related policies in the City’ Code of Ordinances (“Code”); and

WHEREAS, the City Commission of the City of Leesburg wishes to amend the City’s Code as it pertains to elections to be consistent with the City’s Charter.

**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 9, Article IV, of the City of Leesburg Code of Ordinances is hereby amended to read as follows:

(Words in ~~struck through~~ are deletions from existing law; Words in underscored type are additions)

Sec. 9-2. Nomination of candidates; form of statement and oath of candidate; qualifying fees.

- (a) Candidates for election to a municipal office may be nominated by a duly organized political party or by petition, or by statement and oath of the candidate in person. If nominated by political party or petition, the procedure as provided by the applicable statutes of the state shall be followed. If nomination by statement of the candidate the statement shall be substantially as follows:

"To the City Clerk of the City of Leesburg, Florida:

I, _____, do hereby declare myself to be a candidate for the office of _____
in Group _____ at the city election to be held on the _____ day of _____, 1920____. "

State of Florida
County of

Before me, an officer authorized to administer oaths, personally appeared (please print name as you wish it to appear on the ballot), to me well know, who, being sworn, says that he is a candidate for the office of _____; that he is a qualified elector of Lake County, Florida; that he is qualified under the Constitution and the laws of Florida and the Charter and ordinance of the City of Leesburg to hold the office to which he desires to be nominated or elected; that he has taken the oath required by §§ 876.05 through 876.10, Florida Statutes; that he has not violated any of the laws of the state relating to elections or the registration of electors; that he has qualified for no other public office in the state, the term of which office or any part thereof runs concurrent with that of the office he seeks; that he has resigned from any office from which he is required to resign pursuant to § 99.012, Florida Statutes; and that he is a duly qualified elector of the City of Leesburg, Florida.

(Signature of candidate)

(Address)

"Sworn to and subscribed before me this _____ day of _____, 1920 at _____ County, Florida.

(Signature and title of officer administering oath)"

- (b) Except for those persons seeking to qualify under § 99.095 Florida Statutes, each candidate for city commission shall pay a qualifying fee. The qualifying fee shall be 6.5% of the annual compensation provided by the city to its commissioners and shall be proportioned with 1.5% forwarded to the State of Florida Division of Elections pursuant to state law and 5.0% retained by the city.
- (c) ~~If the~~ Each candidate is running for election to Seat 1, 2, or 3, ~~then the sworn statement of the candidate~~ shall also set forth that (s)he is an actual, bona-fide resident living within the boundaries of District _____, as they currently exist in the City of Leesburg, Florida.

Sec. 9-3. Candidate residency requirements.

- (a) All candidates for city commission shall reside within the municipal limits of the City of Leesburg, Florida. In addition, the following requirements shall apply for each seat:
 - (1) Candidates for Seat 1 each must reside within Commission District One.
 - (2) Candidates for Seat 2 each must reside within Commission District Two.
 - (3) Candidates for Seat 3 each must reside within Commission District Three.
 - (4) Candidates for Seat 4 each must reside within Commission District Four ~~and Seat 5 may reside anywhere within the municipal limits.~~
 - (5) Candidates for Seat 5 each must reside within Commission District Five.

Sec. 9-4. District boundaries.

The boundaries of Districts 1, 2, 3, 4, and 5 ~~and 3~~ shall be adjusted, based on the 20240 Census Data, as set forth on the map attached to Ordinance ~~21-1011-108~~, in keeping with the requirements of the one (1) person, one (1) vote rule and the standards set forth in that certain final judgment entered in Case No. 83-66-CIV-OC-14 in the United States District Court for the Middle District of Florida, on October 15, 1985, by the United States District Court for the Middle District of Florida.

Sec. 9-5. Adjustments to district boundaries.

Commission district boundaries shall be adjustment by ordinance only in accordance with the following guidelines:

- (1) Upon the release of the ~~1990~~2020 census, and upon the release of census data every ten (10) years thereafter, district boundaries shall be adjusted so that each district has a constitutionally equal population of persons eligible to vote (whether or not registered), in order to conform with the one-person, one-vote rule.
- (2) If the districts should fall out of substantial conformity with the one-person, one-vote rule between census dates, due to population growth or shift, or annexation, or contracting of municipal limits, then district boundaries may be adjusted so as to equalize, as nearly as possible, the populations of eligible voters in each district.
- (3) In redefining district boundaries, the city commission shall ensure that the changes do not lead to a retrogression in the position of minorities with respect to their effective exercise of the electoral process, and that no such change violates, or results in a violation of, the Federal Voting Rights Act.

Sec. 9-6. Voting residency requirements.

In addition to any other requirements imposed by state or federal law or this Code, in regular or special elections for city commissioners for Seats 1, 2, 3, 4 and 35, only registered voters who are actual, bona-fide residents of the particular commission district or districts for which the election is being held shall vote for candidates seeking the commission seat assigned to that respective district. ~~Any registered voter living within the municipal limits of the City of Leesburg may vote for candidates seeking election to Seats 4 and 5.~~

Sec. 9-10. Specifying seats.

Each certificate on nomination, petition of nomination or declaration of nomination shall specify the seat and district in which the candidate is seeking office, ~~or that the candidate is seeking election to either Seat 4 or 5.~~ The person seeking election to each seat who receives a majority of the votes cast shall be declared elected.

Section 3. Severability and Conflicts. The provisions of this ordinance are severable, and it is the intention of the City Commission of the City of Leesburg, Florida, to confer the whole or

any part of the powers herein provided. If any court of competent jurisdiction shall hold any of the provisions of this ordinance unconstitutional, the decision of such court shall not impair any remaining provisions of this ordinance.

Section 4. Effective Date. This Ordinance shall be in effect immediately after its final adoption by the City of Leesburg Commission.

PASSED AND ADOPTED this ____ day of _____, 2024 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

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.B.1.

Meeting Date: April 8, 2024

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

Subject: An Ordinance of the City of Leesburg, Florida, annexing certain real property consisting of approximately 47.68 +/- acres; and being generally located east of U.S. Highway 27 and north of Windmill Road, lying in Section 25, Township 20 South, Range 24 East, Lake County, Florida; providing that said property so annexed shall be liable for its proportionate share of the existing and future indebtedness of said city; providing that such annexed property shall be subject to all laws and ordinances of said city as if all such territory had been a part of the City of Leesburg at the time of passage and approval of said laws and ordinances; providing that such annexed territory shall be placed in City Commission District 3; and providing an effective date. (Mar-Jo Pines Sharp Properties ANNX)

Staff Recommendation:

The Planning and Zoning staff and the Planning Commission recommend approval of the proposed ordinance for annexation of 47.68 +/- acres.

Analysis:

The applicant has submitted a request for annexation of approximately 47.68 +/- acres, generally located east of U.S. Highway 27 and north of Windmill Road, as shown on the attached General Location Map. At this time, the property is undeveloped. The current zoning is Lake County A (Agriculture) and the proposed zoning is City PUD (Planned Unit Development). The proposal is to develop the property as single family residential.

The property is surrounded by City PUD (Planned Unit Development) and Lake County C-1 (Neighborhood Commercial) and CP (Planned Commercial). Under the conditions of the PUD (Planned Unit Development) zoning case which is also on this agenda, no negative impacts are anticipated to adjacent properties.

Also, on this City Commission agenda, is a Small-Scale Comprehensive Plan Amendment, which, along with the Planned Unit Development Application, had recommendations for approval from the staff and Planning Commission at the public hearing held on February 23, 2024.

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 of this property due to increased tax revenue added to the General Fund.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, ANNEXING CERTAIN REAL PROPERTY CONSISTING OF APPROXIMATELY 47.68 +/- ACRES; AND BEING GENERALLY LOCATED EAST OF U.S. HIGHWAY 27 AND NORTH OF WINDMILL ROAD, LYING IN SECTION 25, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; PROVIDING THAT SAID PROPERTY SO ANNEXED SHALL BE LIABLE FOR ITS PROPORTIONATE SHARE OF THE EXISTING AND FUTURE INDEBTEDNESS OF SAID CITY; PROVIDING THAT SUCH ANNEXED PROPERTY SHALL BE SUBJECT TO ALL LAWS AND ORDINANCES OF SAID CITY AS IF ALL SUCH TERRITORY HAD BEEN A PART OF THE CITY OF LEESBURG AT THE TIME OF PASSAGE AND APPROVAL OF SAID LAWS AND ORDINANCES; PROVIDING THAT SUCH ANNEXED TERRITORY SHALL BE PLACED IN CITY COMMISSION DISTRICT 3; AND PROVIDING AN EFFECTIVE DATE. (MAR-JO PINES SHARP PROPERTIES ANNEX)

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

Section 1.

Based upon the petition of Aaron Struckmeyer, P.E., Director - Land Development, Pulte Home Company, LLC, Petitioner, on behalf of F Sharp Holding Co LLC, Owner for Mar-Jo Pines Windmill Sharp Properties for the property hereinafter described, shall be annexed into the city limits of the City of Leesburg, Florida, which petition has heretofore been approved by the City Commission of the City of Leesburg, Florida, pursuant to the provisions of the Laws of Florida, the hereinafter described property is hereby annexed and made a part of the city limits of the City of Leesburg, Florida. The subject property lying and situated in Lake County, Florida, is more particularly described as:

**Legal Description
(See Exhibit A);**

Section 2.

All of the property, real and personal, within said annexed territory, described in Section 1 above, as provided by this ordinance, and the inhabitants thereof, shall be subject to the government, jurisdiction, powers, franchises, duties, and privileges of the City of Leesburg, Florida, and the said annexed property shall be liable, proportionately, for all of the present outstanding and existing, as well as future, indebtedness of the City of Leesburg, Florida; that all of the ordinances of the City of Leesburg, and all the laws heretofore passed by the Legislature of the State of Florida relating to and which now or hereafter constitute its Charter, shall apply to and have the same force and effect on such annexed territory as if all such annexed territory had been a part of the City of Leesburg, Florida, at the time of the passage and approval of said laws and ordinances. The property annexed here by is assigned to City Commission District 3.;

Section 3.

All ordinances or parts of ordinances in conflict 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 _____, 2024.

THE CITY OF LEESBURG, FLORIDA

Mayor

ATTEST:

City Clerk

Electronic Legal Description per Grusenmeyer-Scott & Assoc, Inc. –
Land Surveyors, Dated October 23, 2023

for

F SHARP HOLDING CO, LLC PROPERTY
(LCPA PARCEL #25-24-0004-000-01900)

DESCRIPTION AS FURNISHED:

Parcel 1 (Fee Simple)

The Southeast 1/4 of the Southeast 1/4 of Section 25, Township 20 South, Range 24 East, Lake County, Florida.

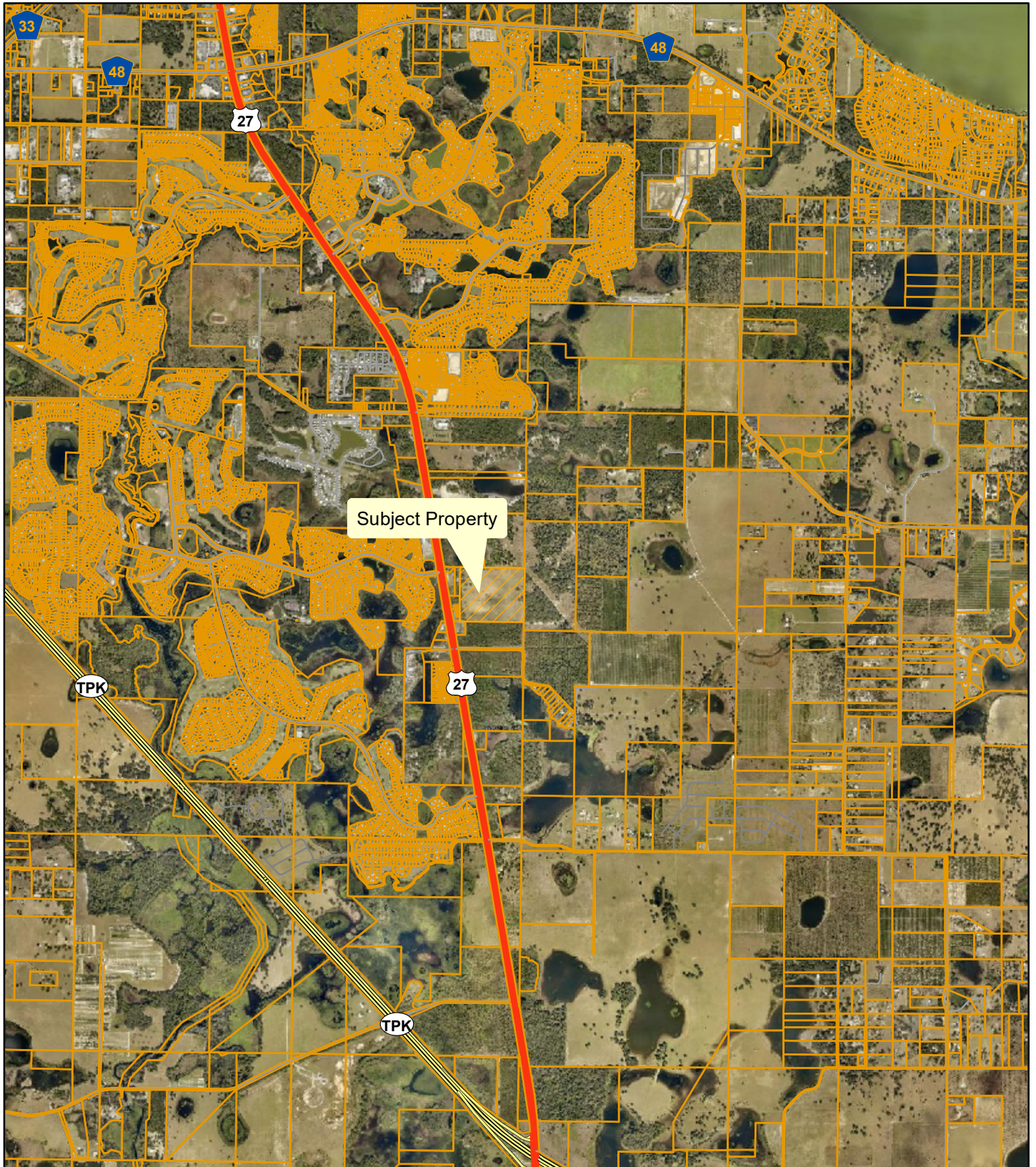
Parcel 2 (Easement)

TOGETHER WITH: Non-exclusive easement for the benefit of Parcel 1 as described in that certain Warranty Deed recorded January 14, 1983 in Official Records Book 766, Page 718, Public Records of Lake County, Florida, over the following described lands:

That part of the Southwest 1/4 of the Southeast 1/4 of Section 25, Township 20 South, Range 24 East in Lake County, Florida, bounded and described as follows:

Begin at the Southeast corner of the Southwest 1/4 of the Southeast 1/4 of said Section 25; thence run West along the South line of the said Southwest 1/4 of the Southeast 1/4, to a point on the Easterly line of the right of way on U.S. Highway No. 27; thence run in a Northwesterly direction, along the Easterly line of said right of way, 60 feet; thence run East to a point on the East line of the said Southwest 1/4 of the Southeast 1/4; thence run South to the Point of Beginning.

Locator



**Planning
& Zoning
Division**



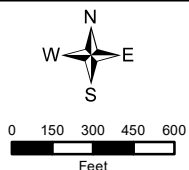
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Feet

Mar-Jo Pines Windmill Sharp Properties
ANNX-23-562; SSCP-23-563
AK # 1775124
Section 25, Township 20 South, Range 24 East
January 5, 2024

Aerial

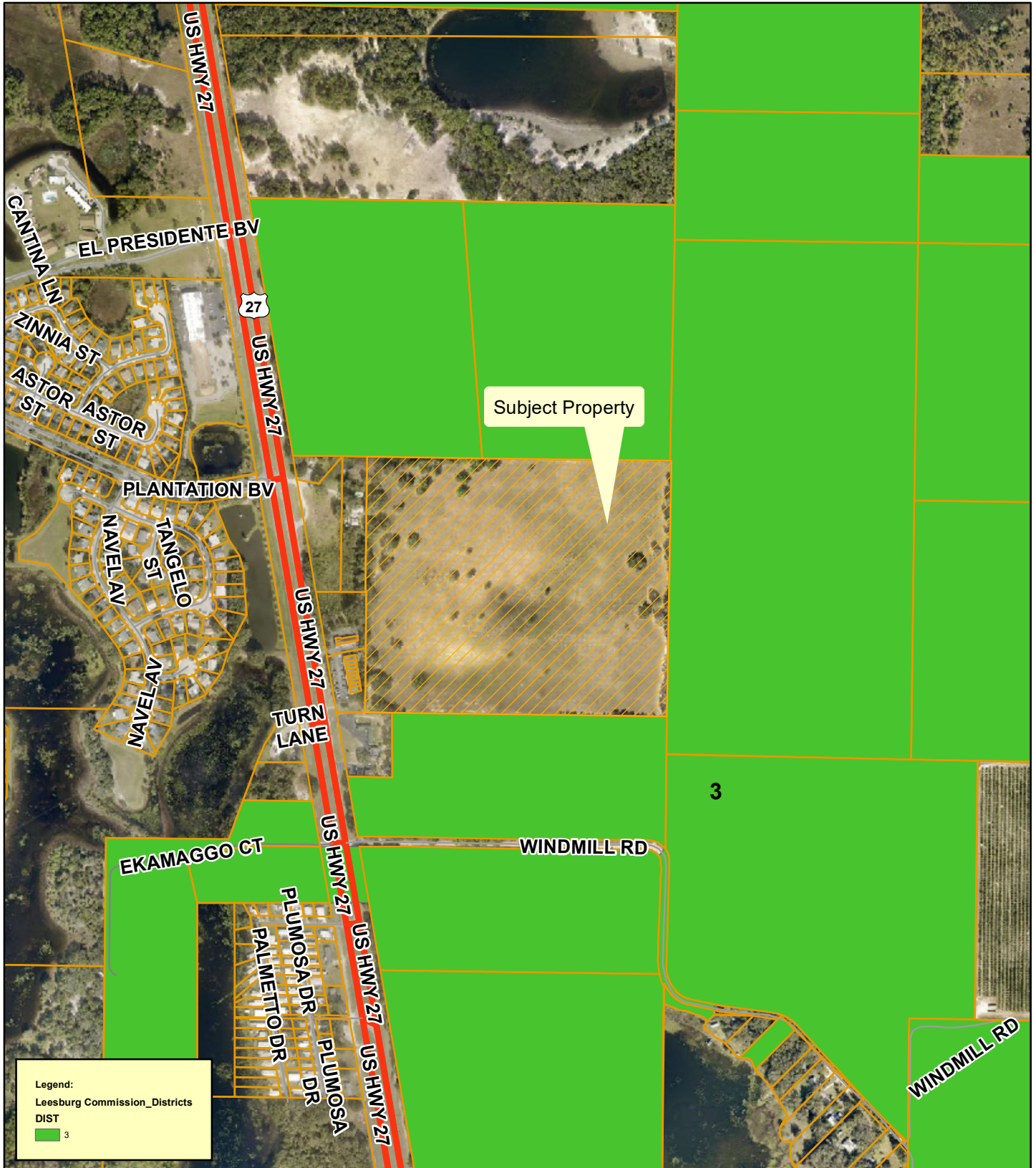


**Planning
& Zoning
Division**

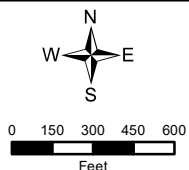


Mar-Jo Pines Windmill Sharp Properties
ANNX-23-562; SSCP-23-563
AK #1775124
Section 25, Township 20 South, Range 24 East
January 5, 2024

Commission District



**Planning
& Zoning
Division**



Mar-Jo Pines Windmill Sharp Properties
ANNX-23-562; SSCP-23-563
AK #1775124
Section 25, Township 20 South, Range 24 East
January 5, 2024

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.B.2.

Meeting Date: April 8, 2024

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 47.68 +/- acres from Lake County Rural Transition to City Estate Residential, for a property generally located east of U.S. Highway 27 and north of Windmill Road, lying in Section 25, Township 20 South, Range 24 East, Lake County, Florida; and providing an effective date. (Mar-Jo Pines Windmill Sharp Properties SSCP)

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 47.68 +/- acres from Lake County Rural Transition to City Estate Residential.

Analysis:

The project site is approximately 47.68 acres. The property is generally located east of U.S. Highway 27 and north of Windmill Road. Currently, the property is undeveloped acreage. The proposed use is for single family residential. The surrounding Future Land Use Map designations of City Estate Residential and Lake County Urban Low Density are compatible, as conditioned in the PUD zoning, with the proposed future land use designation of Estate Residential. The proposed zoning designation of PUD (Planned Unit Development) will provide for development that is consistent with the City's adopted Growth Management Plan and would allow an appropriate use for the property.

The Planning Commission held a public hearing on the application on February 22, 2024, and recommended approval.

Procurement Analysis:

N/A

Options:

1. Approve the requested small-scale comprehensive plan amendment from Lake County Rural Transition to City Estate Residential; or

2. Other such action as the Commission may deem appropriate.

Fiscal Impact:

Future development of the property will increase the anticipated impact from collection of impact fees, ad valorem taxes and utility charges.

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FUTURE LAND USE MAP OF THE COMPREHENSIVE PLAN OF THE CITY OF LEESBURG, CHANGING THE FUTURE LAND USE MAP DESIGNATION OF CERTAIN PROPERTY CONTAINING 47.68 +/- ACRES FROM LAKE COUNTY RURAL TRANSITION TO CITY ESTATE RESIDENTIAL, FOR A PROPERTY GENERALLY LOCATED EAST OF U.S. HIGHWAY 27 AND NORTH OF WINDMILL ROAD, LYING IN SECTION 25, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (MAR-JO PINES WINDMILL SHARP PROPERTIES SSCP)

WHEREAS, the City Commission has received written objections, recommendations, and comments from the City of Leesburg Planning Commission, acting as the Local Planning Agenda, regarding amendment of the Comprehensive Plan of the City of Leesburg, and has made recommendations to the City Commission for amendment of the Plan; and

WHEREAS, the City Commission of the City of Leesburg has held public hearings on the proposed amendment to the plan, in light of written comments, proposals and objections from the general public;

NOW, THEREFORE,

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

Section 1.

The Growth Management Plan of the City of Leesburg, adopted by the City of Leesburg on December 10, 2012, pursuant to the Community Planning Act of 2011, Chapter 163, Part II, Florida Statutes, after public hearings by the City of Leesburg Planning Commission, is hereby amended in the following manner;

The Future Land Use Map is amended by changing the designation of approximately 47.68 +/- acres of land generally located east of U.S. Highway 27 and north of Windmill Road from Lake County Rural Transition to City Estate Residential, as shown on the revised map of said area, lying in Section 25, Township 20 South, Range 24 East, Lake County Florida;

Section 2.

All ordinances or parts of ordinances in conflict with any of the provisions of this ordinance are hereby repealed;

Section 3.

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

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the _____ day of _____, 2024.

THE CITY OF LEESBURG, FLORIDA

Mayor

ATTEST:

City Clerk

Electronic Legal Description per Grusenmeyer-Scott & Assoc, Inc. –
Land Surveyors, Dated October 23, 2023

for

F SHARP HOLDING CO, LLC PROPERTY
(LCPA PARCEL #25-24-0004-000-01900)

DESCRIPTION AS FURNISHED:

Parcel 1 (Fee Simple)

The Southeast 1/4 of the Southeast 1/4 of Section 25, Township 20 South, Range 24 East, Lake County, Florida.

Parcel 2 (Easement)

TOGETHER WITH: Non-exclusive easement for the benefit of Parcel 1 as described in that certain Warranty Deed recorded January 14, 1983 in Official Records Book 766, Page 718, Public Records of Lake County, Florida, over the following described lands:

That part of the Southwest 1/4 of the Southeast 1/4 of Section 25, Township 20 South, Range 24 East in Lake County, Florida, bounded and described as follows:

Begin at the Southeast corner of the Southwest 1/4 of the Southeast 1/4 of said Section 25; thence run West along the South line of the said Southwest 1/4 of the Southeast 1/4, to a point on the Easterly line of the right of way on U.S. Highway No. 27; thence run in a Northwesterly direction, along the Easterly line of said right of way, 60 feet; thence run East to a point on the East line of the said Southwest 1/4 of the Southeast 1/4; thence run South to the Point of Beginning.



CITY OF LEESBURG PLANNING & ZONING DIVISION RECOMMENDATIONS

DATE: February 22, 2024
OWNER: F Sharp Holding Co LLC
PETITIONER: Aaron Struckmeyer, P.E., Director - Land Development, Pulte Home Company, LLC
PROJECT: Mar-Jo Pines Windmill Sharp Properties
REQUEST: Small Scale Comprehensive Plan Map Amendment from Lake County Rural Transition to City Estate Residential
CASE NO.: SSCP-23-563

THE PLANNING & ZONING DIVISION RECOMMENDS:

APPROVAL of the request for the following reason(s):

1. This project meets the requirements of Chapter 163.3187 Florida Statutes, for Small Scale Comprehensive Plan Amendments.
2. The proposed Small Scale Comprehensive Plan (SSCP) amendment is compatible with the adjacent future land use designations of Lake County Rural Transition and City of Leesburg Estate Residential.
3. The proposed zoning classification of PUD (Planned Unit Development) is compatible, as conditioned, with the current surrounding zoning districts of Lake County A (Agricultural), Lake County C-1 (Neighborhood Commercial), Lake County CP (Planned Commercial District), and City of Leesburg PUD (Planned Unit Development).
4. The proposed future land use designation for the site is consistent with the City's Growth Management Plan, Future Land Use Element, Goal I, Objective 1.6.

Action Requested:

1. Vote to approve staff's recommendation to change the future land use of the subject property from Lake County Rural Transition to City Estate Residential and forward this recommendation to the City Commission for consideration.

**CITY OF LEESBURG PLANNING & ZONING DIVISION
DEPARTMENTAL REVIEW SUMMARY**

DATE: February 19, 2024
OWNER: F Sharp Holding Co LLC
PETITIONER: Aaron Struckmeyer, P.E., Director - Land Development, Pulte Home Company, LLC
PROJECT: Mar-Jo Pines Windmill Sharp Properties
REQUEST: Small Scale Comprehensive Plan Map Amendment to Estate Residential and rezoning to PUD (Planned Unit Development)
CASE NO.: ANNX-23-562; SSCP-23-563; PUD-23-564

THE FOLLOWING COMMENTS RECEIVED FROM EACH DEPARTMENT:

POLICE

No comments received as of 2/19/2024

FIRE

In reference to Case Number SSCP-23-563; PUD-23-564

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-23-563; PUD-23-564 is outside the recommended four-minute response time for initial responding fire apparatus.

4.1 Fire Department Organizational Statement.

4.1.2.1

The fire department shall establish the following performance objectives for the first-due response zones that are identified by the AHJ:

- (1) Alarm handling time completion in accordance with 4.1.2.3
- (2) 80 seconds turnout time for fire and special operations response and 60 seconds turnout time for EMS response
- (3)* 240 seconds or less travel time for the arrival of the first engine company at a fire suppression incident
- (4) 360 seconds or less travel time for the arrival of the second company with a minimum staffing of 4 personnel at a fire suppression incident
- (5) For other than high-rise, 480 seconds or less travel time for the deployment of an initial full alarm assignment at a fire suppression incident
- (6) For high-rise, 610 seconds or less travel time for the deployment of an initial full alarm assignment at a fire suppression incident
- (7) 240 seconds or less travel time for the arrival of a unit with first responder with automatic external defibrillator (AED) or higher-level capability at an emergency medical incident
- (8) 480 seconds or less travel time for the arrival of an advanced life support (ALS) unit at an emergency medical incident, where this service is provided by the fire department provided a first responder with an AED or basic life support (BLS) unit arrived in 240 seconds or less travel time

Amanda Stevenson 2/15/24

ELECTRIC

“This is outside of Leesburg Electric’s Service Territory.” Steve Davis 2/2/24

GAS

“The City of Leesburg Gas Dept. has no objections in regards to Cases # SSCP-23-563 and PUD-23-564. Gas is available for any future development.” Wayne Williams 2/8/24

GIS

No comments received as of 2/19/2024

BUILDING

No comments received as of 2/19/2024

PUBLIC WORKS

“Public works has no issues with this item.” Cliff Kelsey 2/5/24

ADDRESSING

No comments received as of 2/19/2024

ECONOMIC DEVELOPMENT

No comments received as of 2/19/2024

LAKE COUNTY PUBLIC WORKS

No comments received as of 2/19/2024

LAKE COUNTY SCHOOLS

No comments received as of 2/19/2024

PUBLIC RESPONSES

Approval

No comments received as of 2/19/2024

Disapproval

No comments received as of 2/19/2024

**CITY OF LEESBURG PLANNING & ZONING DIVISION
STAFF SUMMARY**

DATE: January 19, 2024
OWNER: F Sharp Holding Co LLC
PETITIONER: Aaron Struckmeyer, P.E., Director - Land Development, Pulte Home Company, LLC
PROJECT: Mar-Jo Pines Windmill Sharp Properties
REQUEST: Small Scale Comprehensive Plan Map Amendment to Estate Residential and rezoning to PUD (Planned Unit Development)
CASE NO.: ANNX-23-562; SSCP-23-563; PUD-23-564

GENERAL LOCATION: East of US Highway 27 and north of Windmill Road

FUTURE LAND USE DESIGNATION: City Estate Residential (99.72 +/- acres) and Lake County Rural Transition (47.68 +/- acres)

SURROUNDING FUTURE LAND USE DESIGNATION:

North – City Neighborhood Mixed Use and Lake County Rural Transition, Rural
South – City Estate Residential
East – City Estate Residential, Neighborhood Mixed Use and Lake County Rural
West – City Estate Residential, Institutional and Lake County Rural Transition

PROPOSED FUTURE LAND USE DESIGNATION: Estate Residential (47.68 +/- acres)

EXISTING ZONING DESIGNATION: City PUD (Planned Unit Development) (99.72 +/- acres) and Lake County A (Agriculture) (47.68 +/- acres)

SURROUNDING ZONING DESIGNATIONS:

North – City PUD (Planned Unit Development) and Lake County RM (Mixed Home Residential), A (Agriculture)
South – City PUD (Planned Unit Development)
East – City PUD (Planned Unit Development) and Lake County A (Agriculture)
West – City PUD (Planned Unit Development) and Lake County A (Agriculture), C-1 (Neighborhood Commercial), CP (Planned Commercial)

PROPOSED ZONING DESIGNATION: PUD (Planned Unit Development) (147.4 +/- acres)

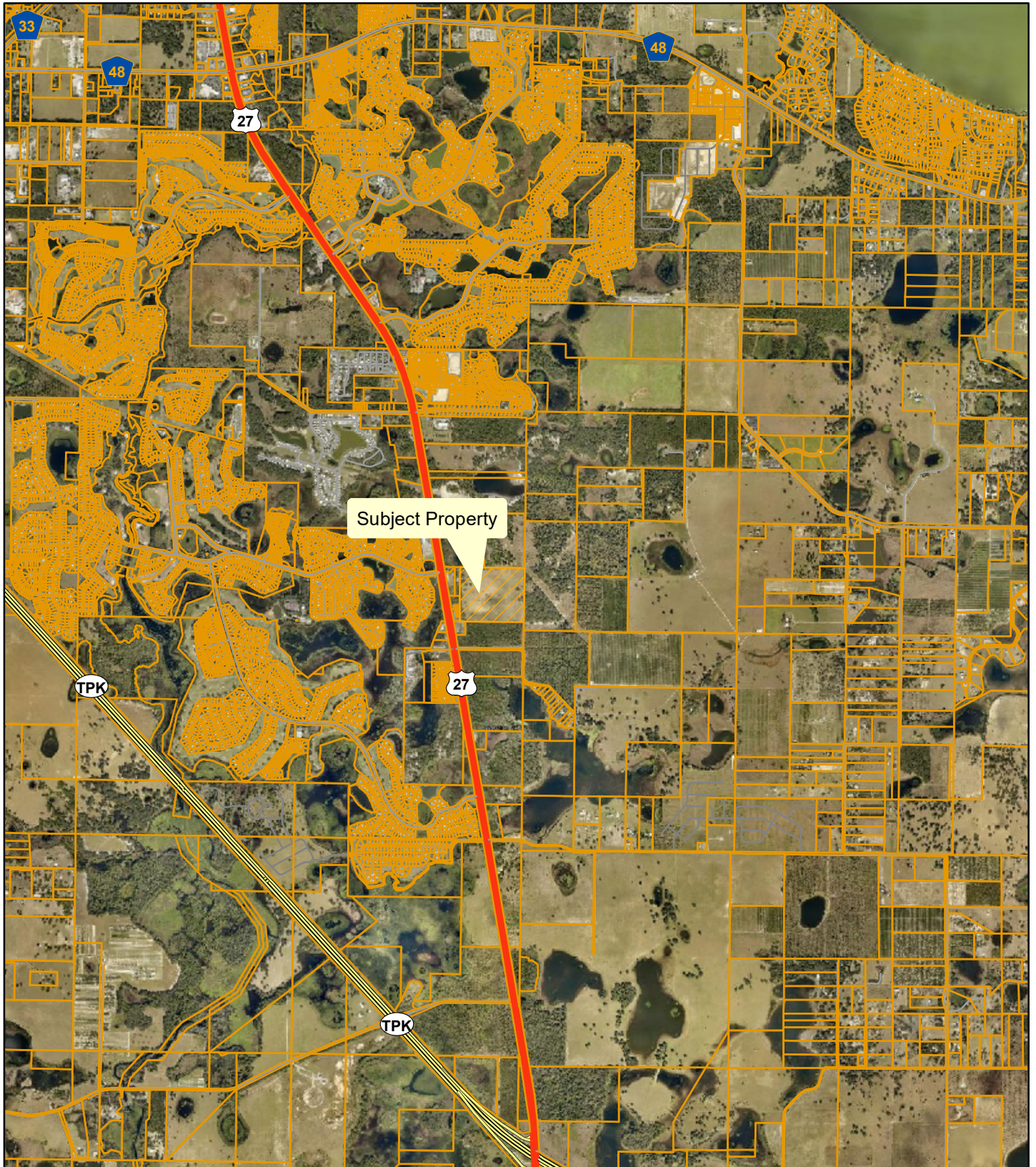
EXISTING LAND USE: Pasture, Timber, Non-Agricultural Acreage

SURROUNDING EXISTING LAND USE:

North – Pasture, Vacant Residential
South – Timber
East – Non-Agricultural acreage, Timber
West – Residential, Office, Commercial

PROPOSED LAND USE: Single family residential development

Locator



**Planning
& Zoning
Division**



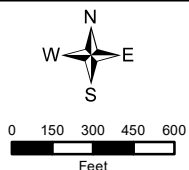
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Feet

Mar-Jo Pines Windmill Sharp Properties
ANNX-23-562; SSCP-23-563
AK # 1775124
Section 25, Township 20 South, Range 24 East
January 5, 2024

Aerial

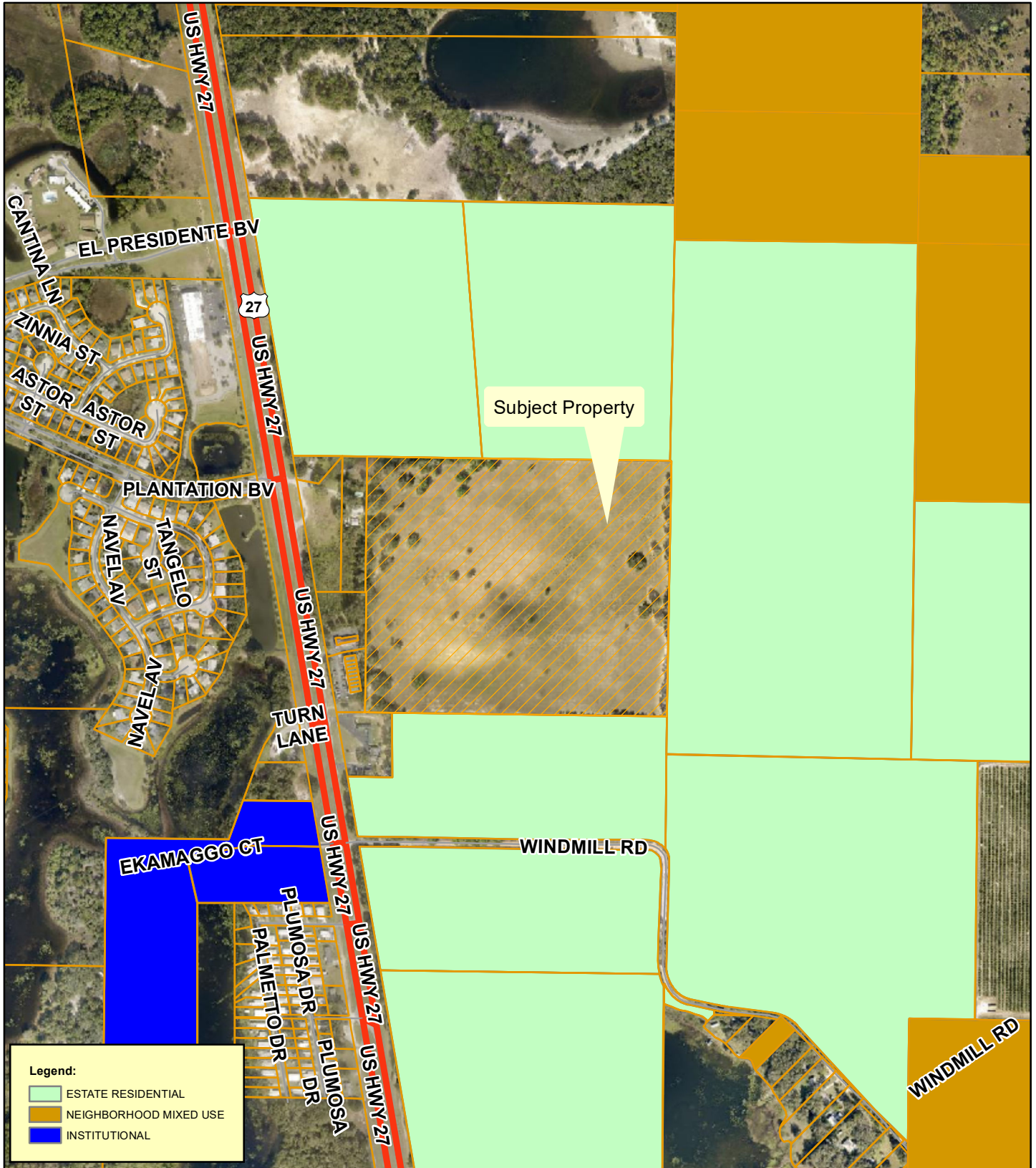


**Planning
& Zoning
Division**



Mar-Jo Pines Windmill Sharp Properties
ANNX-23-562; SSCP-23-563
AK #1775124
Section 25, Township 20 South, Range 24 East
January 5, 2024

Future Land Use

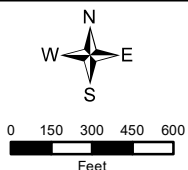


Legend:

- ESTATE RESIDENTIAL
- NEIGHBORHOOD MIXED USE
- INSTITUTIONAL

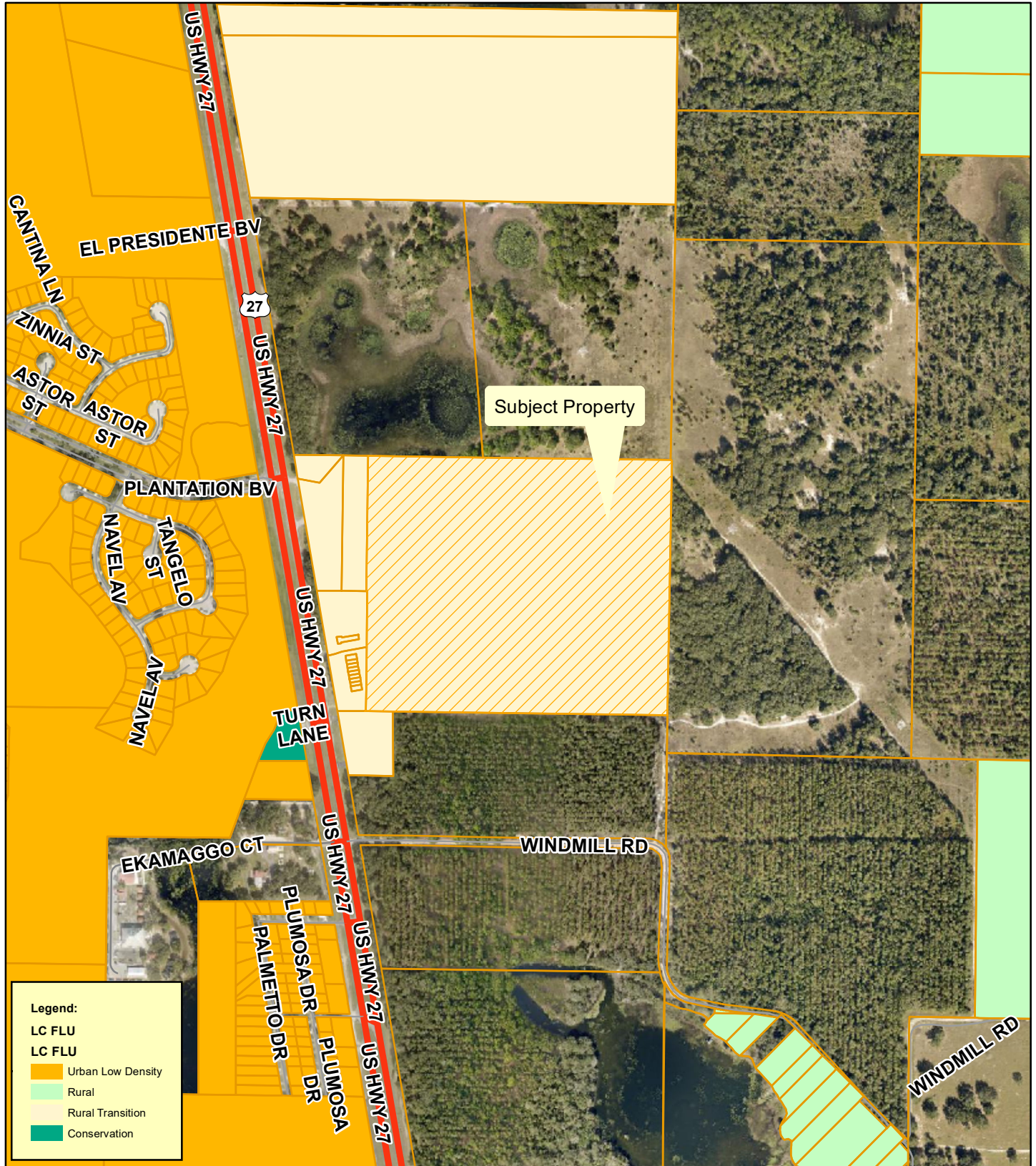


**Planning
& Zoning
Division**

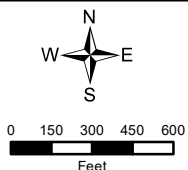


Mar-Jo Pines Windmill Sharp Properties
 ANN-23-562; SSCP-23-563
 AK #1775124
 Section 25, Township 20 South, Range 24 East
 January 5, 2024

Lake County Future Land Use



**Planning
& Zoning
Division**



Mar-Jo Pines Windmill Sharp Properties
 ANN-23-562; SSCP-23-563
 AK #1775124
 Section 25, Township 20 South, Range 24 East
 January 5, 2024

Proposed Future Land Use

Proposed Future Land Use

Subject Property

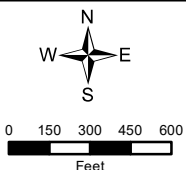
Legend:

- Proposed Estate Density Residential

Mar-Jo Pines Windmill Sharp Properties
ANNX-23-562; SSCP-23-563
AK #1775124
Section 25, Township 20 South, Range 24 East
January 5, 2024



Planning & Zoning Division

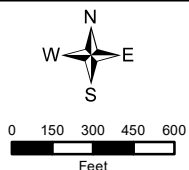


Mar-Jo Pines Windmill Sharp Properties
ANNX-23-562; SSCP-23-563
AK #1775124
Section 25, Township 20 South, Range 24 East
January 5, 2024

Surrounding Land Uses



**Planning
& Zoning
Division**

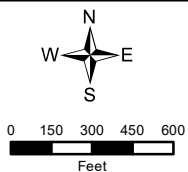


Mar-Jo Pines Windmill Sharp Properties
 ANN-23-562; SSCP-23-563
 AK #1775124
 Section 25, Township 20 South, Range 24 East
 January 5, 2024

Flood Zone

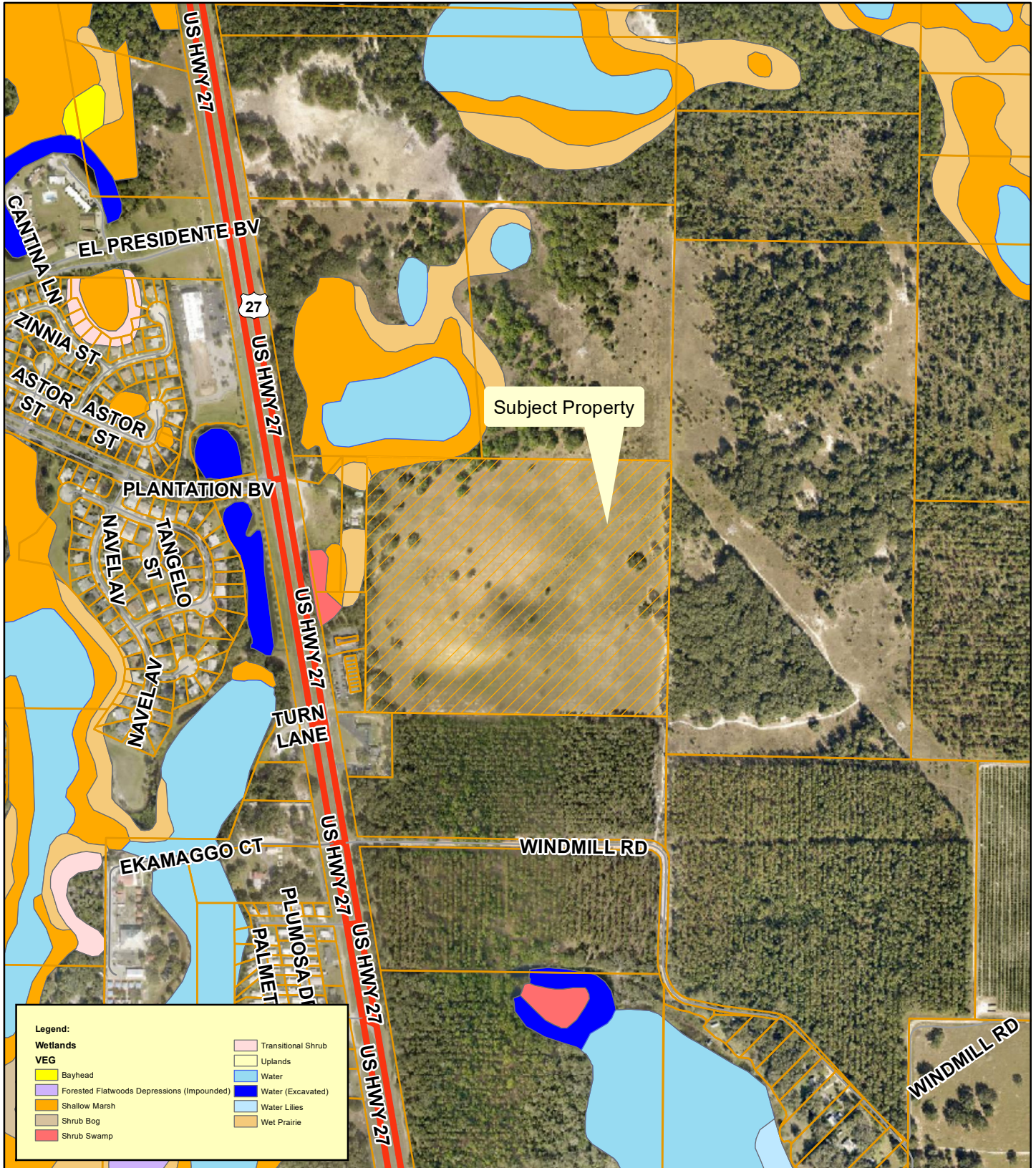


Planning & Zoning Division

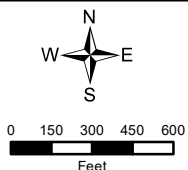


Mar-Jo Pines Windmill Sharp Properties
ANNX-23-562; SSCP-23-563
AK #1775124
Section 25, Township 20 South, Range 24 East
January 5, 2024

Wetlands



**Planning
& Zoning
Division**



Mar-Jo Pines Windmill Sharp Properties
 ANN-23-562; SSCP-23-563
 AK #1775124
 Section 25, Township 20 South, Range 24 East
 January 5, 2024

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.B.3.

Meeting Date: April 8, 2024

From: Dan Miller, (Planning and Zoning Director), Dianne Yekel, (Senior Planner)

Subject: An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 147.40 +/- acres from City of Leesburg PUD (Planning Unit Development) to City of Leesburg PUD (Planned Unit Development) to allow for a single-family residential development for a property generally located east of U.S. Highway 27 and north of Windmill Road, lying in Sections 25, 36, and 30, Township 20 South, Ranges 24 and 25 East, Lake County, Florida; and providing an effective date. (PUD Mar-Jo Pines Windmill Sharp Properties)

Staff Recommendation:

Planning and Zoning Staff and Planning Commission recommend approval of the request to rezone the subject property from City of Leesburg PUD (Planning Unit Development) to City of Leesburg PUD (Planned Unit Development) to allow for a single-family residential development.

Analysis:

The project site is approximately 147.40 +/- acres, and is generally located east of U.S. Highway 27 and north of Windmill Road as shown on the attached maps. At this time, the property is agricultural. The proposal will allow for a single-family residential development. The existing land uses surrounding the property are pasture, vacant residential, timber, non-agricultural acreage, residential, office, and commercial. City of Leesburg utilities are available nearby.

The Planning Commission held a public hearing on the application on February 22, 2024, and recommended approval.

Procurement Analysis:

N/A

Options:

1. Approve the proposed rezoning to PUD (Planned Unit Development); or
2. Other such action as the Commission may deem appropriate.

Fiscal Impact:

Existing development on 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 147.40 +/- ACRES FROM CITY OF LEESBURG PUD (PLANNING UNIT DEVELOPMENT) TO CITY OF LEESBURG PUD (PLANNED UNIT DEVELOPMENT) TO ALLOW FOR A SINGLE-FAMILY RESIDENTIAL DEVELOPMENT FOR A PROPERTY GENERALLY LOCATED EAST OF U.S. HIGHWAY 27 AND NORTH OF WINDMILL ROAD, LYING IN SECTIONS 25, 36, AND 30, TOWNSHIP 20 SOUTH, RANGES 24 AND 25 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (PUD MAR-JO PINES WINDMILL SHARP PROPERTIES)

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

Section 1.

Based upon the petition of Aaron Struckmeyer, P.E., Director - Land Development, Pulte Home Company, LLC, Petitioner, on behalf of F Sharp Holding Co LLC, Owner for Mar-Jo Pines Windmill Sharp Properties, of the property hereinafter described, which petition has heretofore been approved by the City Commission of the City of Leesburg Florida, pursuant to the provisions of the Laws of Florida, the said property located in Lake County, Florida, is hereby rezoned from City of Leesburg PUD (Planning Unit Development) to City of Leesburg PUD (Planned Unit Development), to-wit:

**(Legal Description)
(See Exhibit A)**

Section 2.

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

PASSED AND ADOPTED at the regular meeting of the City Commission of the City of Leesburg, Florida, held on the _____ day of _____ 2024.

THE CITY OF LEESBURG, FLORIDA

Mayor

ATTEST:

City Clerk

EXHIBIT A

LEGAL DESCRIPTION - PUD-23-563

THE SE 1/4 OF THE SE 1/4 OF SECTION 25, TOWNSHIP 20 SOUTH, RANGE 24 EAST, A PART OF SECTION 36, TOWNSHIP 20 SOUTH, RANGE 24 EAST, AND THE WEST 1/2 OF GOVERNMENT LOTS 3 AND 4, SECTION 30, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LOCATED IN LAKE COUNTY FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 4"x4" CONCRETE MONUMENT AS REFERENCED IN CERTIFIED CORNER RECORD #73133 LOCATED AT THE NORTH 1/4 CORNER OF SECTION 31, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; THENCE RUN N.89°05'32"W., ALONG THE SOUTH LINE OF SAID GOVERNMENT LOT 4, A DISTANCE OF 1256.92 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N.89°05'32"W, ALONG SAID SOUTH LINE, A DISTANCE OF 1256.92 FEET TO A 4" ROUND CONCRETE MONUMENT LOCATED AT THE NW CORNER OF SAID SECTION 31 AS REFERENCED IN OFFICIAL RECORDS BOOK 2083, PAGE 1566, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE RUN N.89°05'25"W., A DISTANCE OF 15.58 FEET TO THE MONUMENTED EAST LINE OF THE NORTH 1/2 OF THE NE 1/4 OF THE NE 1/4 OF SAID SECTION 36; THENCE RUN S.00°21'18"W., ALONG SAID EAST LINE, A DISTANCE OF 457.52 FEET TO THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 AS BASED ON THE MONUMENTED & OCCUPIED NORTH LINE OF SAID SECTION 36; THENCE RUN N.89°17'51"W., ALONG THE SOUTH LINE OF SAID NORTH 1/2, A DISTANCE OF 1585.95 FEET TO THE EAST RIGHT-OF-WAY LINE OF U.S. HIGHWAY 27(STATE ROAD 25); THENCE RUN N.09°40'57"W., ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 333.57 FEET TO THE SOUTH LINE OF THE NORTH 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 36 BASED ON CERTIFIED CORNER RECORD #34403; THENCE S.89°11'00"E., ALONG THE SOUTH LINE OF SAID NORTH 1/4, A DISTANCE OF 226.42 FEET; THENCE RUN N.00°35'47"E., A DISTANCE OF 334.70 FEET TO THE MONUMENTED AND OCCUPIED NORTH LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 36; THENCE RUN N.89°20'46"W., ALONG SAID NORTH LINE, A DISTANCE OF 140.44 FEET TO THE WEST LINE OF SAID SE 1/4 OF THE SE 1/4; THENCE RUN N.00°51'19"E., ALONG THE WEST LINE OF SAID SE 1/4 OF THE SE 1/4, A DISTANCE OF 1318.85 FEET TO THE NORTH LINE OF SAID SE 1/4 OF THE SE 1/4; THENCE RUN S.89°08'57"E., ALONG SAID NORTH LINE OF THE SE 1/4 OF THE SE 1/4, A DISTANCE OF 1569.61 FEET TO THE WEST LINE OF SAID WEST 1/2 OF GOVERNMENT LOT 3; THENCE RUN N.00°41'13"E., ALONG SAID WEST LINE OF GOVERNMENT LOT 3, A DISTANCE OF 1143.41 FEET TO THE NORTH LINE OF THE WEST 1/2 OF SAID GOVERNMENT LOT 3; THENCE RUN S.89°02'19"E., ALONG THE NORTH LINE OF THE WEST 1/2 OF SAID GOVERNMENT LOT 3, A DISTANCE OF 1255.58 FEET TO THE EAST LINE OF THE WEST 1/2 OF SAID GOVERNMENT LOTS 3 AND 4; THENCE RUN S.00°39'30"W., ALONG THE EAST LINE OF THE WEST 1/2 OF SAID GOVERNMENT LOTS 3 AND 4, A DISTANCE OF 2661.80 FEET TO THE POINT OF BEGINNING.
CONTAINING 6,420,610 SQUARE FEET OR 147.3969 ACRES MORE OR LESS

~ End of Legal Description ~

**WINDMILL ROAD SUBDIVISION
(Mar-Jo Pines LLC, The Allen I. Chait
Revocable Trust, and F Sharp Holding Co LLC)
PUD (Planned Unit Development) Conditions
City of Leesburg, Florida
February 22, 2024**

These Planned Unit Development Conditions for a PUD (Planned Unit Development) zoning district are granted by the City of Leesburg Planning Commission, Lake County, Florida to **Mar-Jo Pines, LLC, 5030 St. Dennis Court, Orlando, Florida 32812, The Allen I. Chait Revocable Trust, 9 Carol Court, Dix Hills, New York, New York 11746, and F Sharp Holding Co LLC, 2935 Lake Pineloch Boulevard, Orlando, Florida 32809, together as "Permittee" (Luke M. Classon, Appian Engineering, LLC, 2221 Lee Road, Suite 27, Winter Park, Florida 32789, Agent)**, for the purposes described herein, and subject to the terms and conditions as set forth in this document, pursuant to authority contained in Chapter 25 "Zoning", Section 25-278 "Planned Unit Development" of the City of Leesburg Code of Ordinances, as amended.

BACKGROUND

The "Permittee" is requesting a Planned Unit Development (PUD) zoning district to allow future construction of a proposed residential development consisting of a maximum of 402 single family residential units on approximately 147.40 acres, generally located east of U.S. Highway 27 and north of Windmill Road, on a site within the City of Leesburg in accordance with their PUD application and supplemental information. This document is effective for property within the City of Leesburg ISBA (Interlocal Service Boundary Agreement), and neither contemplates nor controls any area of this project outside the boundaries thereof.

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 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. In the event of any conflict between the conditions of this document and the City of Leesburg Code of Ordinances, this document shall prevail as the determining requirement.

1. **PERMISSION** is hereby granted to **Mar-Jo Pines, LLC, 5030 St. Dennis Court, Orlando, Florida 32812, The Allen I. Chait Revocable Trust, 9 Carol Court, Dix Hills, New York, New York 11746, and F Sharp Holding Co LLC, 2935 Lake Pineloch Boulevard, Orlando, Florida 32809, together as "Permittee" (Luke M. Classon, Appian Engineering, LLC, 2221 Lee Road, Suite 27, Winter Park, Florida**

32789, Agent), to construct, operate, and maintain a Planned Unit Development in and on real property in the City of Leesburg, in accordance with the requirements set forth herein. The property is more particularly described below.

2. LEGAL DESCRIPTION

See attached **Exhibit B, Legal Description.**

3. LAND USES

The above-described property shall be used for the development of 402 single family detached units, on 147.70 +/- acres, and consisting of 50, 60 and 70-foot-wide lots, designed and constructed pursuant to City of Leesburg development codes and standards.

- A. Permitted Uses
 - 1) Detached single family residential units
 - 2) Interim agricultural uses as noted above, to include timber, citrus, cattle, horses, hay and sod production. These uses shall be allowed to continue until such time as the nearest phase has achieved either 50% build out. Should any disagreement over use arise, City Staff may consult Lake County Agriculture zoning district regulations.
- B. Prohibited Uses
 - 1) All other uses not specifically permitted within these conditions under Permitted Uses above shall be prohibited.
- C. Accessory Uses
 - 1) RV/Boat Storage
 - 2) Accessory structures
 - 3) Sales office in a single-family unit
 - 4) Recreational Uses (Pool/ Clubhouses/fields, courts, etc.)
 - 5) Accessory retail within a recreation center or clubhouse, intended for the primary use of residents, such as a snack bar
 - 6) Temporary modular sales center office (during construction and sales of new units) and construction offices, 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.

Figure 1 – Residential Unit Summary, by Lot Size

50' LOTS:	150 LOTS
60' LOTS:	132 LOTS
70' LOTS:	120 LOTS
TOTAL:	402 LOTS

4. DEVELOPMENT STANDARDS

- A. The project shall consist of 402 single family residential units on a total of 147.40 +/- acres, at a gross density not to exceed 2.72 units per acre, as specified in this agreement, and shown on **Exhibit C, Conceptual Site Plan.** Larger lots than the minimum requirements herein shall be permitted within the development if desired.

- B. A mix of lot sizes is required as shown in Exhibit C (50, 60 and 70-foot-wide lots), Conceptual Site Plan
- 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.
- D. The minimum impervious surface for the project shall be 35%. Community and private swimming pools shall not count toward the impervious surface calculation.
- E. Lot requirements
 - 1) For 50 x 120-foot lots:
 - a) Minimum house size: 1,800 square feet, (under roof)
 - b) Minimum lot size shall be 6,000 square feet.
 - c) Minimum width 50 feet
 - d) Minimum depth 120 feet
 - e) Minimum building setbacks:
 - Front – 25 feet;
 - Rear – 20 feet;
 - Side – 5 feet;
 - Corner Side – 15 feet.
 - Porch – 14 feet (porch must be a minimum width of 6 feet).
 - f) The location of all 50-foot lots (5-foot side setback) shall be adjacent to 60 and/or 70 foot lots having a 10-foot side setback. This will provide a minimum building separation of 15 feet between each house.
 - 2) For 60 x 120-foot lots:
 - a) Minimum house size: 1,800 square feet, (under roof)
 - b) Minimum lot size shall be 7,200 square feet.
 - c) Minimum width 70 feet
 - d) Minimum depth 120 feet
 - e) Minimum building setbacks:
 - Front – 25 feet;
 - Rear – 20 feet;
 - Side – 10 feet;
 - Corner Side – 15 feet.
 - Porch – 14 feet (porch must be a minimum width of 6 feet).
 - f) For all 60-foot lots (10-foot side setback) which are adjacent to 60 and/or 70 foot lots may have a 7.5 setback, which will provide a minimum building separation of 15 feet between each house.
 - 3) For 70 x 120-foot lots:
 - a) Minimum house size: 1,800 square feet, (under roof)
 - b) Minimum lot size shall be 8,400 square feet.
 - c) Minimum width 70 feet
 - d) Minimum depth 120 feet
 - e) Minimum building setbacks:
 - Front – 25 feet;
 - Rear – 20 feet;
 - Side – 10 feet;

Corner Side – 15 feet.

Porch – 14 feet (porch must be a minimum width of 6 feet).

- f) For all 60-foot lots (10-foot side setback) which are adjacent to 60 and/or 70 foot lots may have a 7.5 setback, which will provide a minimum building separation of 15 feet between each house.

- g) Lot Requirements for lots 119, 135, 219,, and lots 226 through 228 inclusive:

Typical minimum lot area shall be 7,000 square feet;

Typical minimum lot width shall be 50-feet

Typical minimum lot depth shall be 90-feet

- 4) For all structures:

- a) Minimum house size shall be 1,800 square feet under roof.
- b) Each residential structure shall have a minimum two car garage.
- c) Each additional bedroom to the above the minimum house size shall be a minimum of 120 square feet, including closet.
- d) Except where otherwise allowed in these conditions, minimum distance between structures shall be 15 feet; measured from building wall to building wall, and the combined roof overhang of two adjacent structures shall not exceed forty (40) percent of the distance between the building wall and the property line.
- e) Maximum building height: two (2) stories or 35 feet.
- f) Accessory structures shall have a minimum rear and side setback of 5 feet and single accessory structures that are not attached to the principal structure shall not occupy more than 30 percent of the required rear yard.
- g) Attached screened enclosures (no solid roof) must maintain a minimum setback of five (5) feet from the side and rear property line. Attached swimming pool screened enclosure shall also maintain a minimum setback of five (5) feet from the side or rear property lines.
- h) Solid roof structures attached to the residence must meet the required rear setback as noted under “Minimum building setbacks.”
- i) As part of the site plan approval process, city staff shall review final site design standards in accordance with the approved PUD (Planned Unit Development) zoning conditions set forth herein
- j) Gutters are required on the sides of all single-family structures if the structures are less than 15 feet apart.

5. **DESIGN/ARCHITECTURAL STANDARDS**

- A. All buildings shall utilize at least three 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 front 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, provided there are 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. Unique design features shall be reviewed by the Community Development Director for compliance.

C. Other similar design variations meeting the intent of this section may be approved by the Community Development Director or designee.

D. The architectural styles and facades shown in **Exhibit D, Building Elevations** herein are considered to meet the requirements of this section.

6. **PARKING**

- A. For all recreational areas, the permittee shall have off-street parking spaces per an approved site plan pursuant to the City of Leesburg Code of Ordinances.

7. **LANDSCAPING AND BUFFERS, GENERAL & RESIDENTIAL**

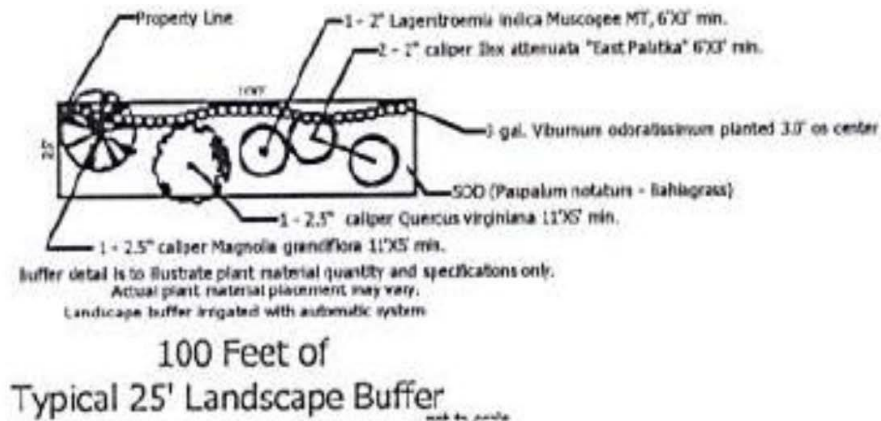
- A. A master landscape plan shall be submitted for review by City staff for all landscaping, buffer and boundary areas, parking lots, access roads, entry ways and new construction. This plan shall be reviewed for consistency with this PUD document

- and the Conceptual Site Plan (**Exhibit C**), and City of Leesburg landscape code requirements.
- B. All landscaped areas shall be designed to meet Section 25-337, Waterwise and Florida Friendly Landscaping, City of Leesburg Code of Ordinances.
 - C. All platted residential lots within the project shall contain a minimum of two (2) canopy trees.
 - D. All exterior boundaries of the property shall contain the following: A minimum twenty-five (25) foot wide buffer tract with plantings as shown in Figures A and B below. This buffer shall be located along the entire exterior boundary of the property, unless otherwise provided for within these standards.
 - E. A landscape buffer Tract with a minimum width of 25-feet is provided along the property boundary, except along Windmill Road. This Tract shall be dedicated to and maintained by the Homeowner's / Property Owner's Association.
 - F. A landscape buffer Tract with a minimum width of 10-feet is provided along the 50-foot right-of-way dedication along Windmill Road. This Tract shall be dedicated to and maintained by the Homeowner's / Property Owner's Association.
 - G. In areas of the project which are primarily used as and platted for recreational or open space uses, no specific buffer shall be required.
 - H. All buffers along the exterior property lines shall be distinct and separate from the residential and commercial lots and properties, and shall be platted as buffers which are owned and maintained by a property owners or homeowners association.
 - I. Nothing herein shall be construed to prevent the developer or property owners from increasing buffer width and/or plantings.
 - J. 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.
 - K. In addition to the requirements herein, 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



- L. Variations to the landscape requirements of the code may be approved by the Planning and Zoning Director or designee, as long as the intent of the PUD and the Landscaping Code are maintained, including consideration of existing fencing on adjacent properties and existing natural vegetative buffers.
- M. 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. Tree sample plots shall be located and trees identified by a registered landscape architect, certified arborist, or certified forester or licensed surveyor
- N. Open Space - A minimum of thirty-five (35) percent of the property shall be open space. Retention areas, buffers, plus recreation and landscaped areas may be used for the purpose of calculating open space. Parking areas and vehicle access areas shall not be considered in calculating open space.
- O. A minimum of two (2) trees shall be provided on each residential lot. One (1) must be provided in the front yard, and one (1) in the rear yard.
- P. Variations to Landscape Requirements
 - 1. Variations to these landscape requirements of this document may be approved by the Planning and Zoning Director as long as the intent of the landscaping section of this PUD (Planned Unit Development) document is maintained.
 - 2. Use of the University of Florida IFAS (Institute of Food and Agricultural Sciences) approved standards for "Florida Friendly Landscaping" will also be acceptable.

8. SITE ACCESS AND IMPROVEMENTS

- A. The main vehicular access to the project site shall be located at U.S. Highway 27 on or near the southern boundary of the overall development.
- B. Boulevard requirements: Main access to the property from U. S. Highway 27 shall be a boulevard type (divided roadway with landscaped median) which shall contain at least two (2) access points on the northern side of said roadway and allow access into

future developable areas to the south. This boulevard type roadway shall run along the southern boundary of the property.

- C. Access locations depicted on the Master Development Plan are conceptual and subject to Lake County approval. Actual location and design of the roads shall be determined at the site plan review process and shall include consideration of, and connection to, sidewalks, recreation paths, etc. All other access shall be reviewed for necessity and requirements through Lake County and the City of Leesburg development and permitting processes. Any additional access points shall be subject to site plan application review process.
- D. 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, signalization, left and right turn lanes, right-of-way dedication, and pavement rehabilitation. Any proposed offsite road improvements must be approved by Lake County Public Works Department.
- E. Prior to completion of the subdivision design plans, the developer shall work with the Lake County Public Works Department to ensure all appropriate required roadway and access improvements for the development are made part of the plans submitted to the City of Leesburg.
- F. 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.
- G. 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.
- H. Entry into the subdivision from the main boulevard entrance shall continue to a central point containing a round-about intersection design.
- I. The design of the site shall include a minimum of one (1) access point to property to the north, south, east and west in the form of a stub-out for connection to future development of adjacent property.
- J. All access points within the development and all access points to roadways outside the development shall be subject to the City of Leesburg, Florida Department of Transportation and Lake County permitting and review processes.

9. 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 sidewalks, recreation paths, etc.
- B. A traffic/transportation study shall be submitted for review and determination of any necessary access improvements, including any off-site improvements 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 as required by Lake County, the Lake-Sumter MPO and City of Leesburg.

- D. All roads within the development shall be designed and constructed to meet the City of Leesburg requirements.
- E. The Permittee shall be responsible for obtaining all necessary Lake County permits and a copy of all permits shall be provided to the City of Leesburg.
- F. 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.
- G. Sidewalks shall be provided on both sides of all roads and shall provide cross connections to all recreation and residential areas. Internal road rights-of-ways shall be of sufficient width to contain one sidewalk. All sidewalks shall be constructed in accordance with City of Leesburg Codes.
- H. If desired, golf cart paths and parking for golf carts may be provided along the entire main boulevard roadway, and may be located in such a manner that allows access throughout the development. These paths shall allow access, via the main boulevard roadway, to all residential and recreational area of the proposed development.

I.

10. SIGNAGE

- A. *Access points*- Each access point shall provide a decorative entry feature to include a concrete, brick or stucco wall at least five (5) feet in height, on each side of the entryway. This decorative entry feature may be used for signage per City of Leesburg Code of Ordinances, as amended.
- B. *U.S. Highway 27 and Windmill Road sign* – A monument sign not exceeding eight (8) feet in height and fourteen (14) feet in length and with a maximum copy area of sixty (60) square feet.
- C. *Primary subdivision entrance sign* – A monument sign not exceeding eight (8) feet in height and fourteen (14) feet in length and with a maximum copy area of sixty (60) square feet shall be allowed at the western project entrance off Windmill Road.
- D. Secondary subdivision entrance and roadway stub-outs for future interconnectivity – A monument sign not exceeding six (6) feet in height and ten (10) feet in length and with a maximum copy area of twenty (20) square feet shall be allowed at the eastern project entrance off Windmill Road.
- E. See attached Exhibit E for conceptual signage drawing.

11. LAKE COUNTY SCHOOL BOARD

- A. The proposed development is subject to a separate agreement with the Lake County School Board to mitigate the impact of additional students, as agreed with the owner/developer and the School Board, such as an agreement reflecting a negotiated settlement allowing the Lake County School Board the ability to provide adequate student stations to contain the projected number of students.

12. 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, 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:
- B. 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.
- C. 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.
- D. Developer shall be responsible for the installation of a natural gas service in eighty percent (80%) of all homes in the development, as required by the City of Leesburg Code of Ordinances.
- E. 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. All infrastructure necessary to provide water and wastewater services to the development must be in place, approved by the City, and operational, prior to issuance of building permits for any residential or commercial structures within the development.

13. STORMWATER/DRAINAGE MANAGEMENT

All drainage shall be designed and constructed in a manner to meet all State of Florida and City of Leesburg codes, including the requirement that all stormwater runoff is contained within the boundaries of the properties, and does not create a detriment to surrounding properties. Prior to receiving final development approval, the Permittee shall submit a stormwater management plan and utility plan acceptable to the City of Leesburg. Prior to any clearing, grubbing, or disturbance of natural vegetation in any phase of the development, the Permittee shall provide:

- A. A detailed site plan that demonstrates no direct discharge of stormwater runoff generated by the development into any wetlands or onto adjacent properties.

- B. A stormwater management system designed and implemented to meet all applicable St. Johns River Water Management District and City of Leesburg requirements.
- C. A responsible legal entity for the maintenance of the stormwater management system on the plat prior to the approval of the final plat of record. A homeowner's association is an acceptable maintenance entity.
- D. The existing 100-year flood plain shown 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. Prior to acceptance, the Permittee shall demonstrate to the City the stormwater management system is in a suitable condition and meets City of Leesburg and St. Johns River Water Management District requirements. As a condition of accepting the system the City may create a special taxing district or make other lawful provisions to assess the cost of maintenance of the system to the residents of the project.

14. WETLANDS, FLOOD ZONES & WILDLIFE

- A. All wetlands on the project site shall be identified by a jurisdictional wetland boundary line, and the location and extent of each wetland shall be determined by the Department of Environmental Protection, St. Johns River Water Management District and/or U.S. Army Corp of Engineers. Each wetland shall be placed on a suitable map, signed and sealed by a surveyor registered to practice in Florida and shall be submitted as part of the site plan application process.
- B. To the extent practicable, wetlands shall be placed in a conservation easement, which shall run in favor of, and be enforceable by, the St. Johns River Water Management District or another legal entity such as a homeowner's association. The conservation easement shall require that the wetlands be maintained in their natural and unaltered state. Wetlands shall not be included as a part of any platted lot, other than a lot platted as a common area, which shall be dedicated to the St. Johns River Water Management District or another legal entity such as a homeowner's association for ownership and maintenance.
- C. Buildings or structures shall be a minimum of 50 feet from any wetland jurisdiction boundary.
- D. Wetlands shall have an average upland buffer of 25 feet, with a minimum of 15 feet or the upland buffer established by St. Johns River Water Management District and/or U.S. Army Corp of Engineers; whichever is more restrictive. All upland buffers shall be naturally vegetated and upland buffers that are devoid of natural vegetation shall be re-planted with native vegetation or as required by St. Johns River Water Management District and/or U.S. Army Corp of Engineers.

- E. Land uses allowed within the upland buffers for wetlands are limited to stormwater facilities as permitted by St. Johns River Water Management District.
- F. If wetland alteration is permitted by St. Johns River Water Management District and/or U.S. Army Corp of Engineers, wetland mitigation shall be required in accordance with permit approvals from St. Johns River Water Management District or U.S. Army Corp of Engineers, whichever is more restrictive.
- G. A wildlife management plan for the project site shall be prepared based on the results of an environmental assessment of the site and any environmental permit required from applicable governmental agencies. The wildlife management plan shall be submitted to the City as part of the site plan application process.
- H. A map indicating the location of the 100-year flood plain.
- I. The appropriate documentation that any flood hazard boundary has been amended in accordance with Federal Emergency Management Agency requirements, if the 100-year flood plain is altered and/or a new 100-year flood elevation is established in reference to the applicable flood insurance rate map.
- J. Through the site plan review process, the developer shall coordinate with the City of Leesburg, Lake County and all impacted government agencies regarding elevation determinations, compensatory storage and overall design of the subdivision within and near flood hazard boundary areas, to ensure compliance with all regulations.

15. IRRIGATION & WATER USAGE

- A. All landscaped areas shall be irrigated and designed to meet Section 25-337, Waterwise and Florida Friendly Landscaping, City of Leesburg Code of Ordinances.
- B. The use of St. Augustine grass, or other varieties of grass which require significant amounts of water are prohibited. The use of Bahia, Bermuda, Zoysia or other grasses which are more drought tolerant are permitted.
- C. For purposes of water conservation, all irrigated areas shall meet the requirements of section 25-337(c)(4), City of Leesburg Code of Ordinances.

16. RECREATIONAL REQUIREMENTS

- A. Recreational development provided on the site shall include active and passive uses, as well as enclosed or unenclosed recreational space, devoted to the joint use of the residents. Such recreational space shall consist of not less than 200 square feet of space per dwelling unit or 80,400 square feet (1.85 acres).
- B. Permitted recreational amenities shall include:
 - 1. Swimming pool with clubhouse
 - 2. Children's playground areas
 - 3. Trails
 - 4. Dog Parks
 - 5. Various recreational courts (Tennis, Basketball, handball courts, etc.)
 - 6. Activity fields (football, soccer, baseball, etc.)
 - 7. Other mixes of uses, to be reviewed and approved by staff, to include activities such as ball fields and courts to meet the requirements of this section.
- C. Recreational requirements shall consist of at least one primary active recreation area. Recreation areas may include such uses as a children's playground with equipment, soccer fields, softball fields, dog parks, gazebos, swimming pools, clubhouses with recreation rooms, and other amenities as reviewed and approved by staff. This

primary recreational facility shall be constructed in conjunction with and completed no later than the certificate of completion of 150 residential units.

- D. 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.
- E. 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.

17. LIGHTING REQUIREMENTS

- A. All lighting installed shall meet City of Leesburg standards and details, shall be constructed in a manner that is directed to the interior of the property, and does not cause excessive light pollution on neighboring properties.
- B. Exterior lighting shall incorporate “Dark Sky Standards” in the lighting plan for the development. This will include, but not be limited to shielded fixtures, lower levels of blue light, directional lighting, timed and/or sensor activated light fixtures, and other methods which can reduce impact on adjacent and nearby properties.

18. 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 and recreational facilities shall be the responsibility of the property owner. A homeowner’s association or property owner’s association shall serve as an appropriate entity for all common properties within the development.

19. 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 this agreement, shall be revised in accordance with the Planned Development review process, City of Leesburg Code of Ordinances.
- B. As part of the overall development process, if the project is constructed in phases, then the plat of the lots for each approved phase shall contain only those 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.
- C. Implementation of the project shall commence within 120 months (10 years) of approval of this PUD (Planned Unit Development). In the event that the conditions of the PUD have not been substantially implemented during the required time period, this PUD shall

expire unless the developer has applied, at least 90 days prior to the expiration date, for an extension of time to commence development. "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.

20. 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. Model home permits are limited to four (4) per phase prior to the City's issuance of the Certificate of Completion (CC) for the project. Water service and fire access to the model must be available prior to permit issuance. Upon approval of all Building Department requirements, model homes may qualify for a Temporary Certificate of Occupancy (TCO) prior to CC with the provision of permanent potable water service and temporary sewer and power service.
- E. The transfer of ownership or lease of any or all of the property described in this PUD Agreement shall include in the transfer or lease agreement, a provision that the purchaser or lessee is made good and aware of the conditions pertaining to the Planned Unit Development established and agrees to be bound by these conditions. The purchaser or lessee may request a change from the existing plans and conditions by following the procedures as described in the City of Leesburg Land Development Code, as amended.
- F. These PUD Conditions shall inure to the benefit of, and shall constitute a covenant running with the land and the terms, conditions, and provisions hereof, and shall be binding upon the present owner and any successor, and shall be subject to each and every condition as set forth herein.
- G. These conditions of approval shall be recited within the site plan and construction plan submittals.

21. LEVELS OF SERVICE AND CAPACITY

- A. As submitted, the development resulting from the proposed zoning change may result in demands on public facilities which could exceed the current capacity of some public facilities, such as, but not limited to water, wastewater, roads, drainage, schools, and solid waste. 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 -Planning & Construction

1. 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.
2. For all development requiring construction of new distribution, collection lines, or other infrastructure needed to develop the subdivision, the developer shall 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.

C. Commitment of Capacity

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

D. 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. The City's ability to provide said services is dependent upon capacity available at the time of permit submittal.
2. Future development within the City of Leesburg utility service areas may impact the provision of utility services.

WINDMILL ROAD SUBDIVISION

DESCRIPTION AS FOLLOWS:

THE SE 1/4 OF THE SE 1/4 OF SECTION 25, TOWNSHIP 20 SOUTH, RANGE 24 EAST, A PART OF SECTION 36, TOWNSHIP 20 SOUTH, RANGE 24 EAST, AND THE WEST 1/2 OF GOVERNMENT LOTS 3 AND 4, SECTION 30, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LOCATED IN LAKE COUNTY FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 4"x4" CONCRETE MONUMENT AS REFERENCED IN CERTIFIED CORNER RECORD #73133 LOCATED AT THE NORTH 1/4 CORNER OF SECTION 31, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; THENCE RUN N.89°05'32"W., ALONG THE SOUTH LINE OF SAID GOVERNMENT LOT 4, A DISTANCE OF 1256.92 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N.89°05'32"W., ALONG SAID SOUTH LINE, A DISTANCE OF 1256.92 FEET TO A 4" ROUND CONCRETE MONUMENT LOCATED AT THE NW CORNER OF SAID SECTION 31 AS REFERENCED IN OFFICIAL RECORDS BOOK 2083, PAGE 1566, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE RUN N.89°05'25"W., A DISTANCE OF 15.58 FEET TO THE MONUMENTED EAST LINE OF THE NORTH 1/2 OF THE NE 1/4 OF THE NE 1/4 OF SAID SECTION 36; THENCE RUN S.00°21'18"W., ALONG SAID EAST LINE, A DISTANCE OF 457.52 FEET TO THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 AS BASED ON THE MONUMENTED & OCCUPIED NORTH LINE OF SAID SECTION 36; THENCE RUN N.89°17'51"W., ALONG THE SOUTH LINE OF SAID NORTH 1/2, A DISTANCE OF 1585.95 FEET TO THE EAST RIGHT-OF-WAY LINE OF U.S. HIGHWAY 27(STATE ROAD 25); THENCE RUN N.09°40'57"W., ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 333.57 FEET TO THE SOUTH LINE OF THE NORTH 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 36 BASED ON CERTIFIED CORNER RECORD #34403; THENCE S.89°11'00"E., ALONG THE SOUTH LINE OF SAID NORTH 1/4, A DISTANCE OF 226.42 FEET; THENCE RUN N.00°35'47"E., A DISTANCE OF 334.70 FEET TO THE MONUMENTED AND OCCUPIED NORTH LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 36; THENCE RUN N.89°20'46"W., ALONG SAID NORTH LINE, A DISTANCE OF 140.44 FEET TO THE WEST LINE OF SAID SE 1/4 OF THE SE 1/4; THENCE RUN N.00°51'19"E., ALONG THE WEST LINE OF SAID SE 1/4 OF THE SE 1/4, A DISTANCE OF 1318.85 FEET TO THE NORTH LINE OF SAID SE 1/4 OF THE SE 1/4; THENCE RUN S.89°08'57"E., ALONG SAID NORTH LINE OF THE SE 1/4 OF THE SE 1/4, A DISTANCE OF 1569.61 FEET TO THE WEST LINE OF SAID WEST 1/2 OF GOVERNMENT LOT 3; THENCE RUN N.00°41'13"E., ALONG SAID WEST LINE OF GOVERNMENT LOT 3, A DISTANCE OF 1143.41 FEET TO THE NORTH LINE OF THE WEST 1/2 OF SAID GOVERNMENT LOT 3; THENCE RUN S.89°02'19"E., ALONG THE NORTH LINE OF THE WEST 1/2 OF SAID GOVERNMENT LOT 3, A DISTANCE OF 1255.58 FEET TO THE EAST LINE OF THE WEST 1/2 OF SAID GOVERNMENT LOTS 3 AND 4; THENCE RUN S.00°39'30"W., ALONG THE EAST LINE OF THE WEST 1/2 OF SAID GOVERNMENT LOTS 3 AND 4, A DISTANCE OF 2661.80 FEET TO THE POINT OF BEGINNING.
CONTAINING 6,420,610 SQUARE FEET OR 147.3969 ACRES MORE OR LESS

MASTER DEVELOPMENT PLAN FOR WINDMILL ROAD SUBDIVISION

CITY OF LEESBURG, FLORIDA

LCPA PARCEL ID: 36-20-24-0001-000-00200 & 33-20-25-0003-000-00900
LCPA ALTERNATE KEY: 1035503 & 1030153

SHEET INDEX
 SHEET NO. 1
 SHEET NO. 2
 SHEET NO. 3

NOT FOR CONSTRUCTION

VICINITY MAP
Scale: 1" = 200'

AERIAL MAP
Scale: 1" = 750'

SOILS MAP
Scale: 1" = 750'

FEMA FLOOD MAP
Scale: 1" = 750'

NOT FOR CONSTRUCTION

PROJECT TEAM

CLIENT: [Redacted]

DESIGNER: [Redacted]

ENGINEER: [Redacted]

DATE: [Redacted]

PROJECT DESCRIPTION:

[Redacted]

NOTES:

[Redacted]

APPIAN ENGINEERING

2221 LEES ROAD, SUITE 37
LEESBURG, FLORIDA 33708
(407) 940-5888

BOARD OF PROFESSIONAL ENGINEERS

NO. 32774

NOT FOR CONSTRUCTION



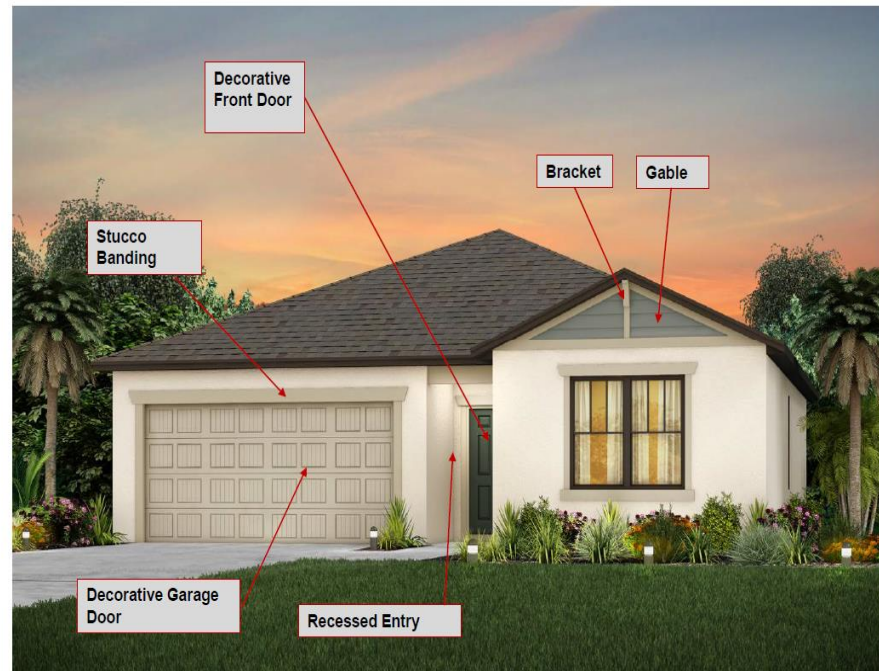
EXHIBIT D

SAMPLE FACADES

40' Browning
Elevation C1

Compliance:

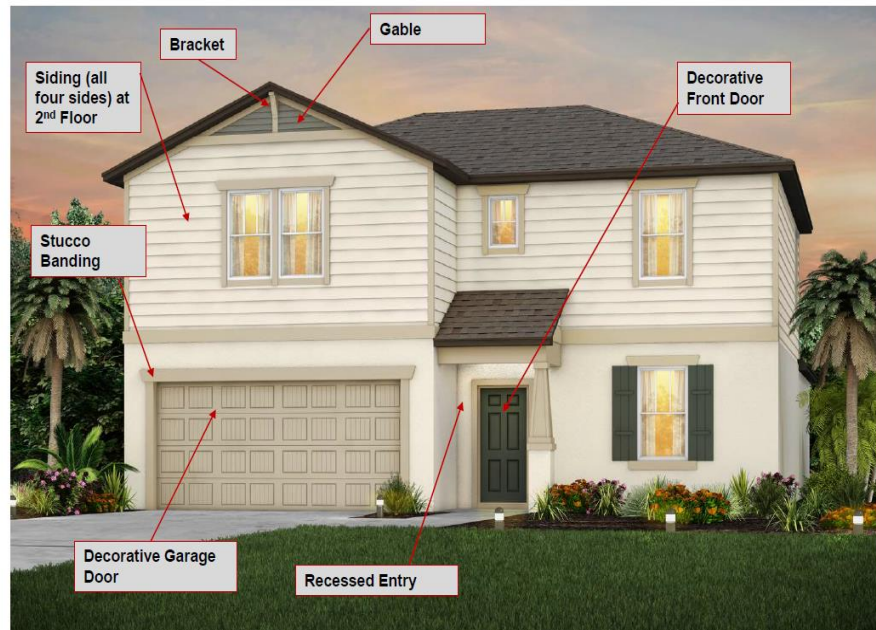
1. Decorative Garage Door
2. Decorative 6 Panel Front Door
3. Architectural Features:
 - Recessed Entry
 - Covered Entry
 - Sand Finish Stucco Banding
 - Gable
 - Eaves
 - Decorative Bracket at Gable
 - Accent Lap Siding at Gable
 - 30 Year Architectural Shingles



40' Wakefield
Elevation C1

Compliance:

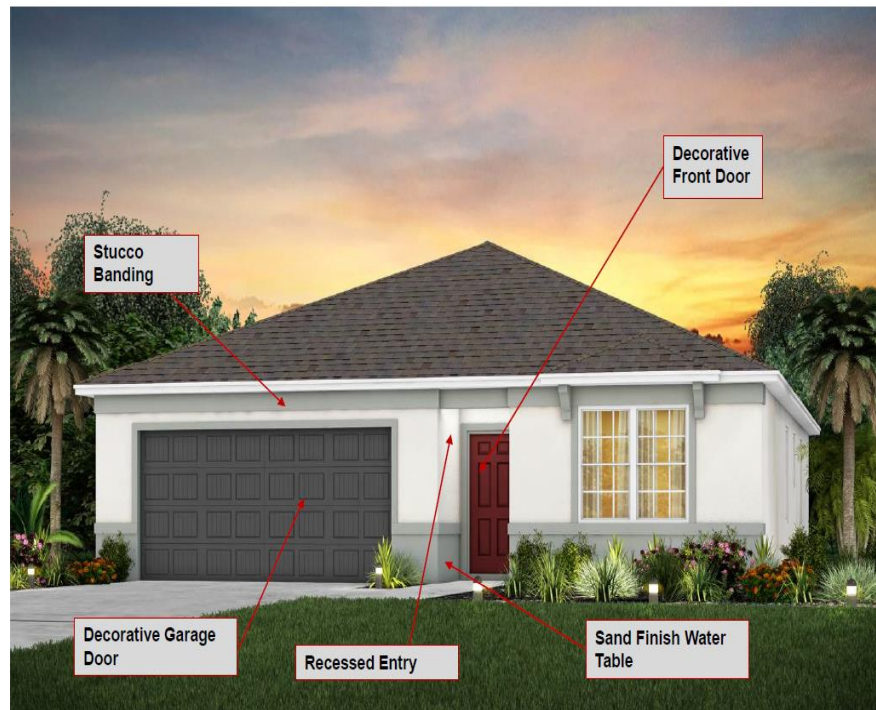
1. Decorative Garage Door
2. Decorative 3 Panel Front Door
3. Architectural Features:
 - Recessed Entry
 - Covered Entry
 - Sand Finish Stucco Banding & Cementitious Trim
 - Gable
 - Eaves
 - Pillar (Sand Finish Stucco on base)
 - Decorative Bracket at Gable
 - Decorative Shutters
 - Accent Lap Siding at Gable
 - 30 Year Architectural Shingles
 - Cementitious Siding at 2nd Floor



40' Hanover
Elevation FM1

Compliance:

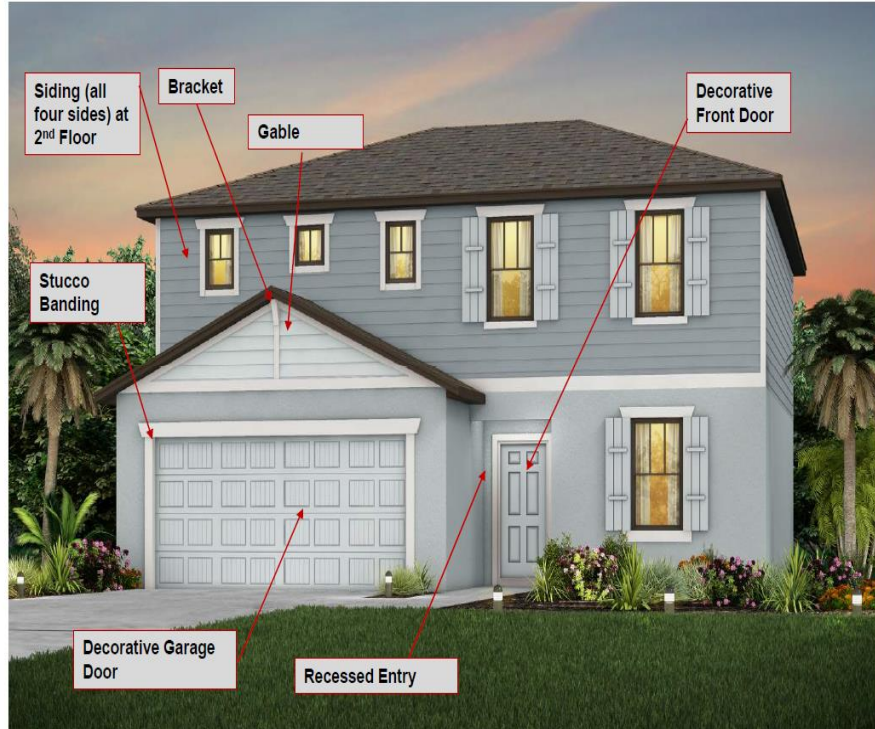
1. Decorative Garage Door
2. Decorative 6 Panel Front Door
3. Architectural Features:
 - Recessed Entry
 - Covered Entry
 - Eaves
 - Sand Finish Stucco Banding
 - Sand Finish Stucco Water Table
 - Decorative Brackets
 - 30 Year Architectural Shingles



40' Thompson
Elevation C1

Compliance:

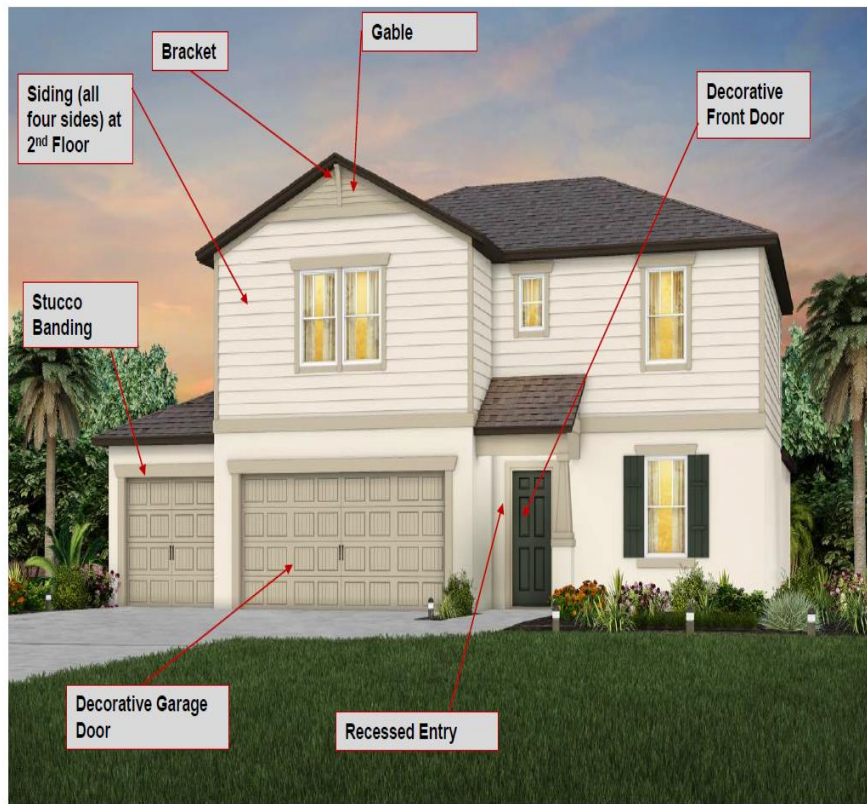
1. Decorative Garage Door
2. Decorative 6 Panel Front Door
3. Architectural Features:
 - Recessed Entry
 - Covered Entry
 - Sand Finish Stucco Banding & Cementitious Trim
 - Gable
 - Eaves
 - Decorative Bracket at Gable
 - Decorative Shutters
 - Accent Lap Siding at Gable
 - 30 Year Architectural Shingles
 - Cementitious Siding at 2nd Floor



50' Wakefield Select
Elevation C1

Compliance:

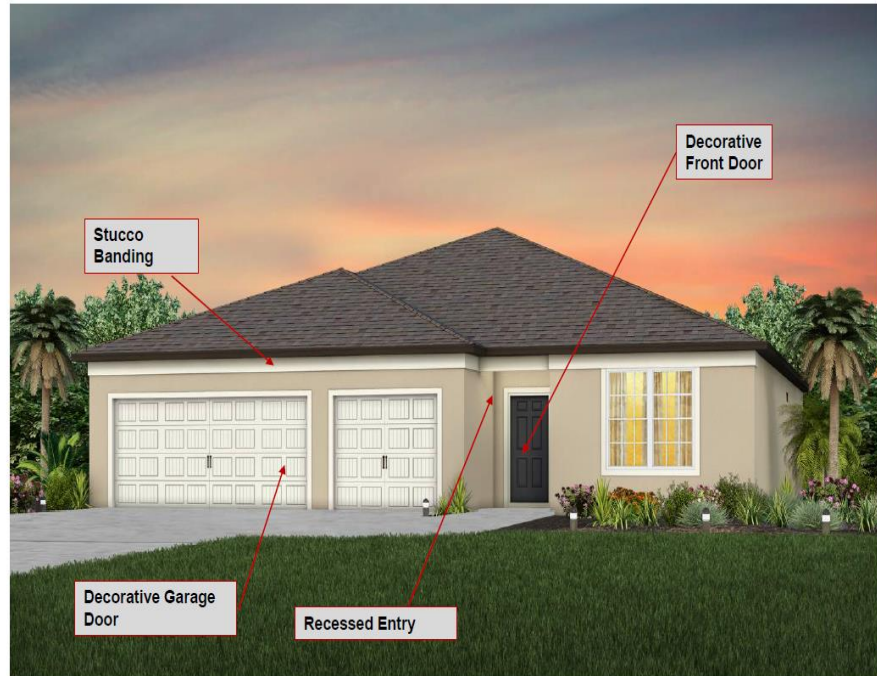
1. Decorative Garage Door
2. Decorative 3 Panel Front Door
3. Architectural Features:
 - Recessed Entry
 - Covered Entry
 - Sand Finish Stucco Banding & Cementitious Trim
 - Gable
 - Eaves
 - Pillar (Sand Finish Stucco on base)
 - Decorative Bracket at Gable
 - Decorative Shutters
 - Accent Lap Siding at Gable
 - 30 Year Architectural Shingles
 - Cementitious Siding at 2nd Floor



50' Arbor
Elevation FM1

Compliance:

1. Decorative Garage Door
2. Decorative 6 Panel Front Door
3. Architectural Features:
 - Recessed Entry
 - Covered Entry
 - Eaves
 - Sand Finish Stucco Banding
 - 30 Year Architectural Shingles





CITY OF LEESBURG PLANNING & ZONING DIVISION RECOMMENDATIONS

DATE: February 22, 2024
OWNER: F Sharp Holding Co LLC
PETITIONER: Aaron Struckmeyer, P.E., Director - Land Development, Pulte Home Company, LLC
PROJECT: Mar-Jo Pines Windmill Sharp Properties
REQUEST: Rezoning to PUD (Planned Unit Development)
CASE NO.: PUD-23-564

THE PLANNING & ZONING DIVISION RECOMMENDS:

APPROVAL of this request for the following reason(s):

1. The proposed zoning classification of PUD (Planned Unit Development) is compatible, as conditioned, with the current surrounding zoning districts of Lake County A (Agricultural), Lake County C-1 (Neighborhood Commercial), Lake County CP (Planned Commercial District), and City of Leesburg PUD (Planned Unit Development).
2. The proposed Small Scale Comprehensive Plan (SSCP) amendment is compatible with the adjacent future land use designations of Lake County Rural Transition and City of Leesburg Estate Residential.
3. The proposed future land use designation for the site is consistent with the City's Growth Management Plan, Future Land Use Element, Goal I, Objective 1.6.

Action Requested:

1. Vote to **approve** staff's recommendation to rezone the subject property from Lake County A (Agriculture) and City PUD (Planned Unit Development) to City PUD (Planned Unit Development) and forward to the City Commission for consideration.

**CITY OF LEESBURG PLANNING & ZONING DIVISION
STAFF SUMMARY**

DATE: January 19, 2024
OWNER: F Sharp Holding Co LLC
PETITIONER: Aaron Struckmeyer, P.E., Director - Land Development, Pulte Home Company, LLC
PROJECT: Mar-Jo Pines Windmill Sharp Properties
REQUEST: Small Scale Comprehensive Plan Map Amendment to Estate Residential and rezoning to PUD (Planned Unit Development)
CASE NO.: ANNX-23-562; SSCP-23-563; PUD-23-564

GENERAL LOCATION: East of US Highway 27 and north of Windmill Road

FUTURE LAND USE DESIGNATION: City Estate Residential (99.72 +/- acres) and Lake County Rural Transition (47.68 +/- acres)

SURROUNDING FUTURE LAND USE DESIGNATION:

North – City Neighborhood Mixed Use and Lake County Rural Transition, Rural
South – City Estate Residential
East – City Estate Residential, Neighborhood Mixed Use and Lake County Rural
West – City Estate Residential, Institutional and Lake County Rural Transition

PROPOSED FUTURE LAND USE DESIGNATION: Estate Residential (47.68 +/- acres)

EXISTING ZONING DESIGNATION: City PUD (Planned Unit Development) (99.72 +/- acres) and Lake County A (Agriculture) (47.68 +/- acres)

SURROUNDING ZONING DESIGNATIONS:

North – City PUD (Planned Unit Development) and Lake County RM (Mixed Home Residential), A (Agriculture)
South – City PUD (Planned Unit Development)
East – City PUD (Planned Unit Development) and Lake County A (Agriculture)
West – City PUD (Planned Unit Development) and Lake County A (Agriculture), C-1 (Neighborhood Commercial), CP (Planned Commercial)

PROPOSED ZONING DESIGNATION: PUD (Planned Unit Development) (147.4 +/- acres)

EXISTING LAND USE: Pasture, Timber, Non-Agricultural Acreage

SURROUNDING EXISTING LAND USE:

North – Pasture, Vacant Residential
South – Timber
East – Non-Agricultural acreage, Timber
West – Residential, Office, Commercial

PROPOSED LAND USE: Single family residential development

**CITY OF LEESBURG PLANNING & ZONING DIVISION
DEPARTMENTAL REVIEW SUMMARY**

DATE: February 19, 2024
OWNER: F Sharp Holding Co LLC
PETITIONER: Aaron Struckmeyer, P.E., Director - Land Development, Pulte Home Company, LLC
PROJECT: Mar-Jo Pines Windmill Sharp Properties
REQUEST: Small Scale Comprehensive Plan Map Amendment to Estate Residential and rezoning to PUD (Planned Unit Development)
CASE NO.: ANNX-23-562; SSCP-23-563; PUD-23-564

THE FOLLOWING COMMENTS RECEIVED FROM EACH DEPARTMENT:

POLICE

No comments received as of 2/19/2024

FIRE

In reference to Case Number SSCP-23-563; PUD-23-564

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-23-563; PUD-23-564 is outside the recommended four-minute response time for initial responding fire apparatus.

4.1 Fire Department Organizational Statement.

4.1.2.1

The fire department shall establish the following performance objectives for the first-due response zones that are identified by the AHJ:

- (1) Alarm handling time completion in accordance with 4.1.2.3
- (2) 80 seconds turnout time for fire and special operations response and 60 seconds turnout time for EMS response
- (3)* 240 seconds or less travel time for the arrival of the first engine company at a fire suppression incident
- (4) 360 seconds or less travel time for the arrival of the second company with a minimum staffing of 4 personnel at a fire suppression incident
- (5) For other than high-rise, 480 seconds or less travel time for the deployment of an initial full alarm assignment at a fire suppression incident
- (6) For high-rise, 610 seconds or less travel time for the deployment of an initial full alarm assignment at a fire suppression incident
- (7) 240 seconds or less travel time for the arrival of a unit with first responder with automatic external defibrillator (AED) or higher-level capability at an emergency medical incident
- (8) 480 seconds or less travel time for the arrival of an advanced life support (ALS) unit at an emergency medical incident, where this service is provided by the fire department provided a first responder with an AED or basic life support (BLS) unit arrived in 240 seconds or less travel time

Amanda Stevenson 2/15/24

ELECTRIC

“This is outside of Leesburg Electric’s Service Territory.” Steve Davis 2/2/24

GAS

“The City of Leesburg Gas Dept. has no objections in regards to Cases # SSCP-23-563 and PUD-23-564. Gas is available for any future development.” Wayne Williams 2/8/24

GIS

No comments received as of 2/19/2024

BUILDING

No comments received as of 2/19/2024

PUBLIC WORKS

“Public works has no issues with this item.” Cliff Kelsey 2/5/24

ADDRESSING

No comments received as of 2/19/2024

ECONOMIC DEVELOPMENT

No comments received as of 2/19/2024

LAKE COUNTY PUBLIC WORKS

No comments received as of 2/19/2024

LAKE COUNTY SCHOOLS

No comments received as of 2/19/2024

PUBLIC RESPONSES

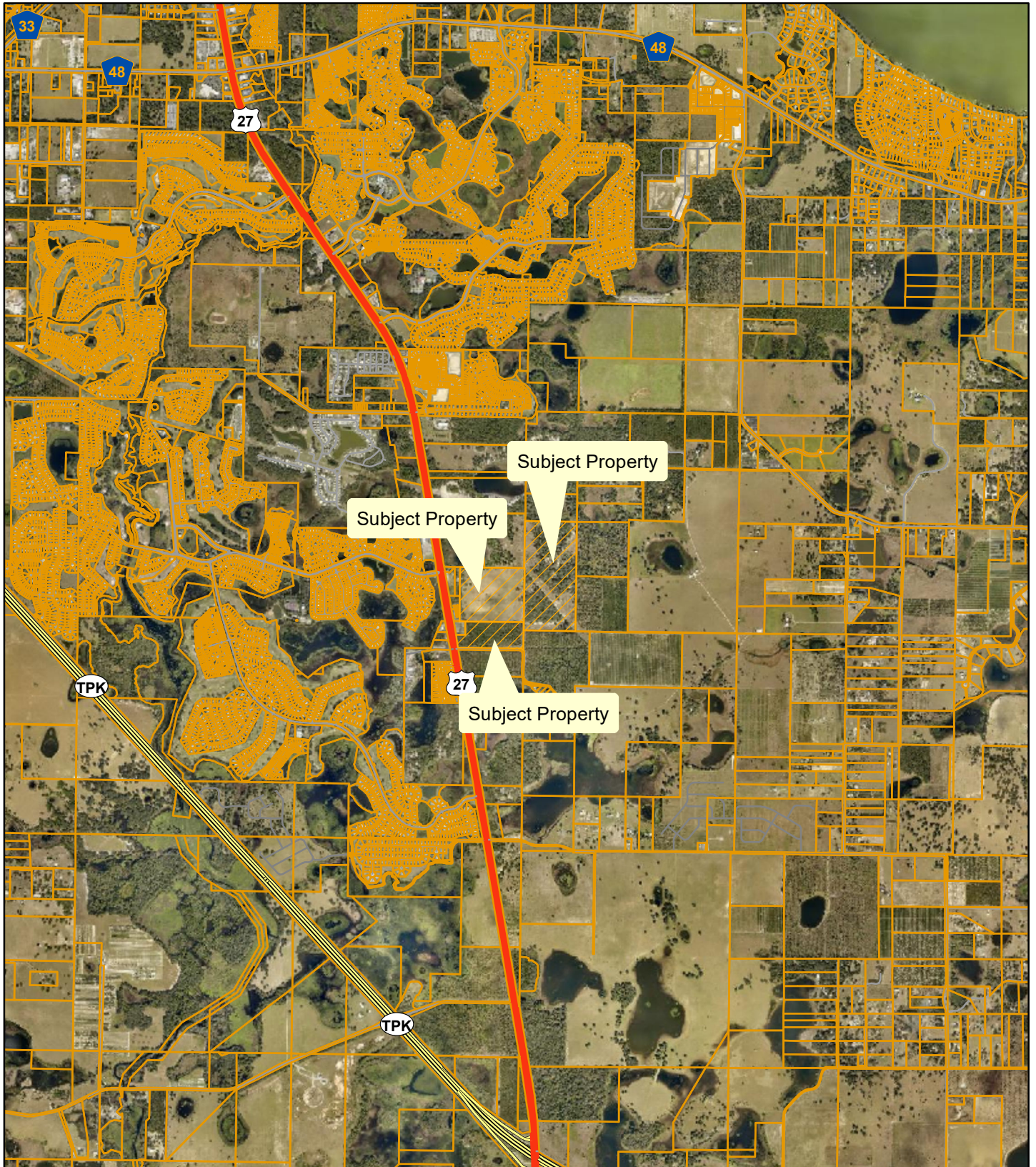
Approval

No comments received as of 2/19/2024

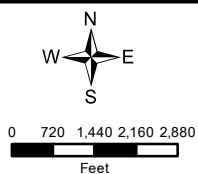
Disapproval

No comments received as of 2/19/2024

Locator

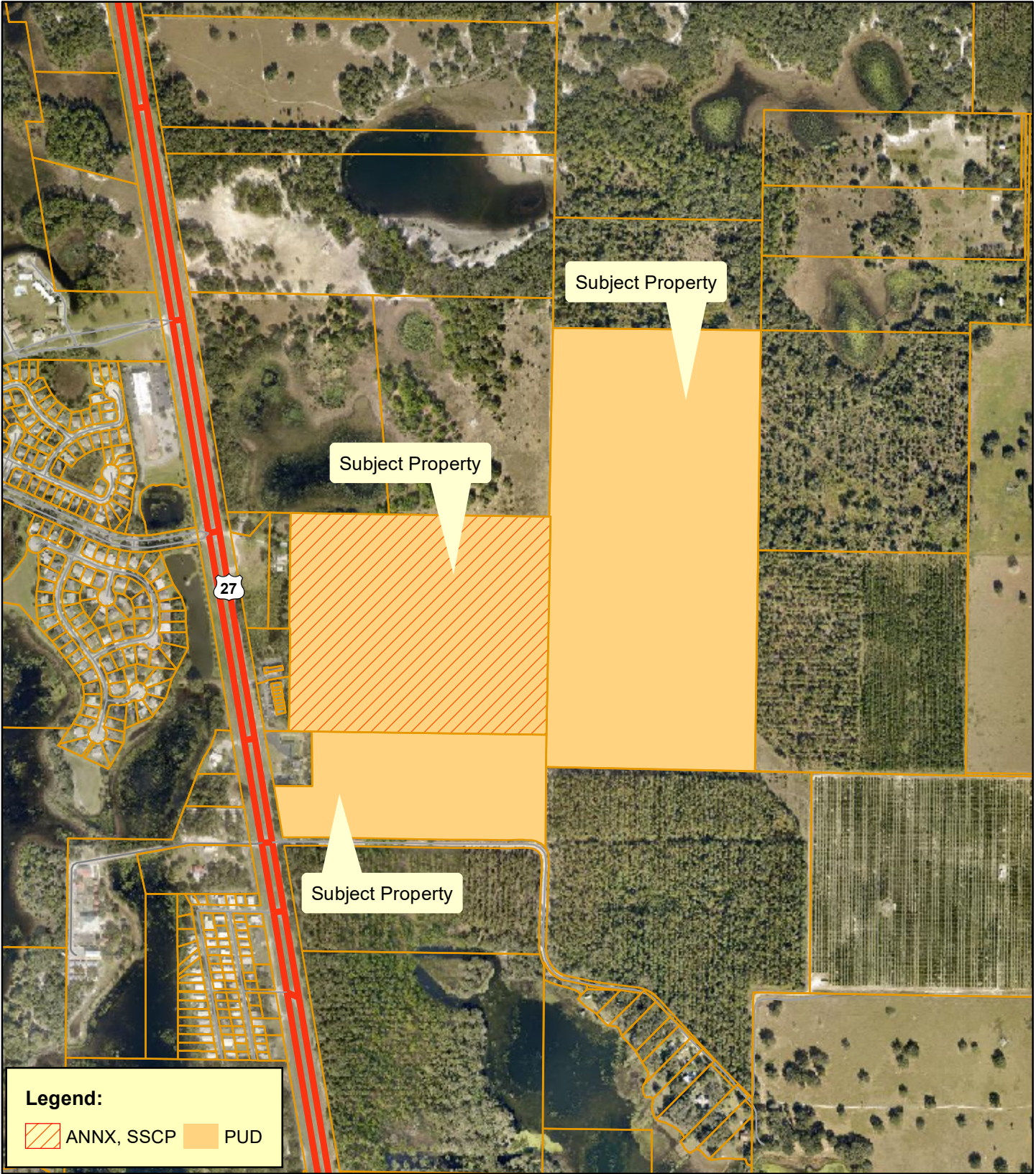


**Planning
& Zoning
Division**

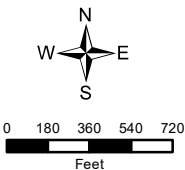


Mar-Jo Pines Windmill Sharp Properties
PUD-23-564
AK #'s 1775124, 1035503, 1030153
Section 25, Township 20 South, Range 24 East
January 5, 2024

Project Area



**Planning
& Zoning
Division**

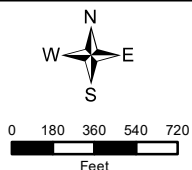


Mar-Jo Pines Windmill Sharp Properties
PUD-23-564
AK #'s 1775124, 1035503, 1030153
Section 25, Township 20 South, Range 24 East
January 5, 2024

Aerial

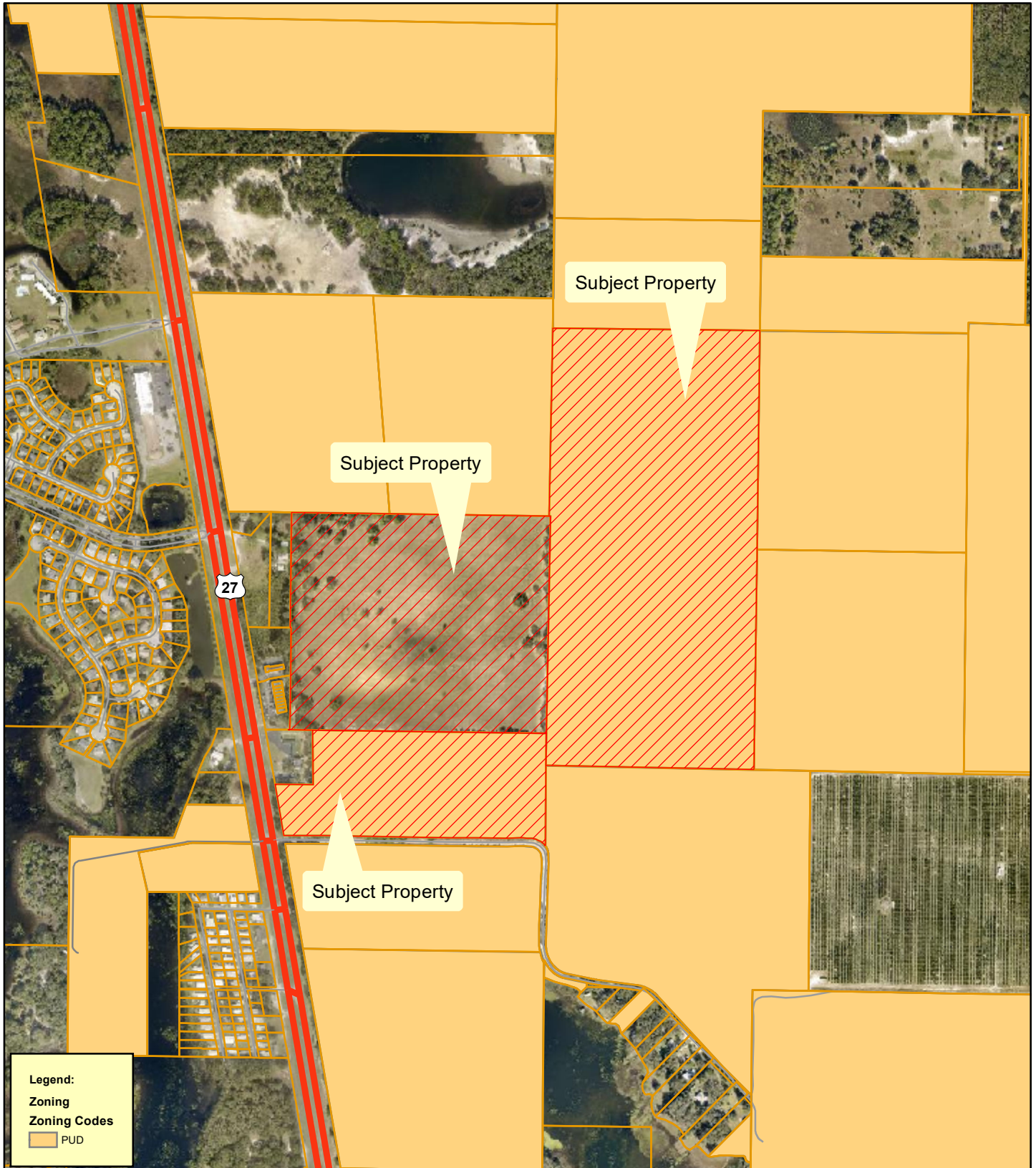


**Planning
& Zoning
Division**

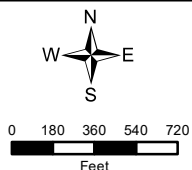


Mar-Jo Pines Windmill Sharp Properties
PUD-23-564
AK #'s 1775124, 1035503, 1030153
Section 25, Township 20 South, Range 24 East
January 5, 2024

Zoning

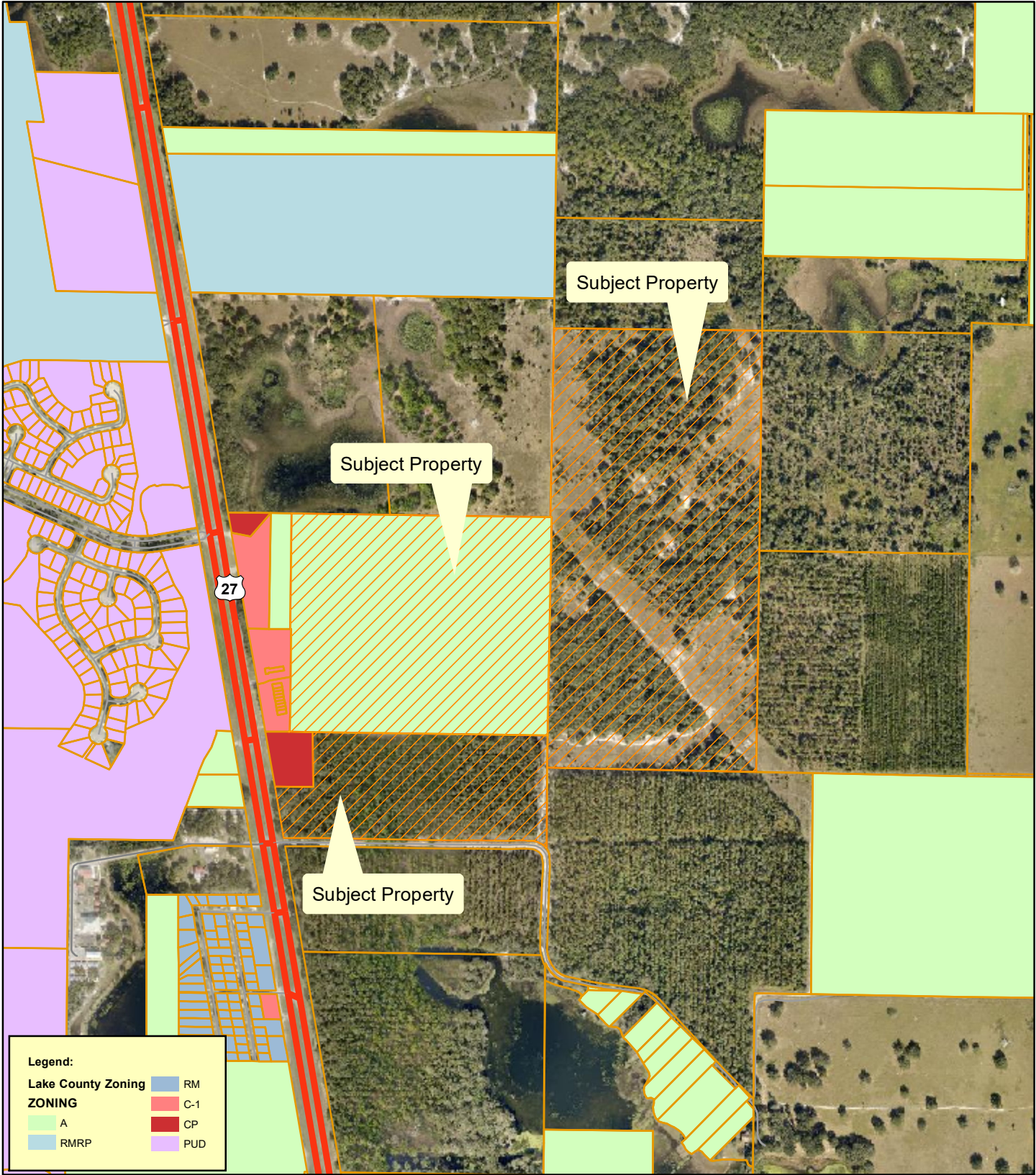


**Planning
& Zoning
Division**

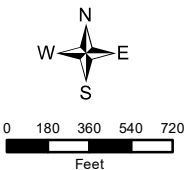


Mar-Jo Pines Windmill Sharp Properties
PUD-23-564
AK #'s 1775124, 1035503, 1030153
Section 25, Township 20 South, Range 24 East
January 5, 2024

Lake County Zoning

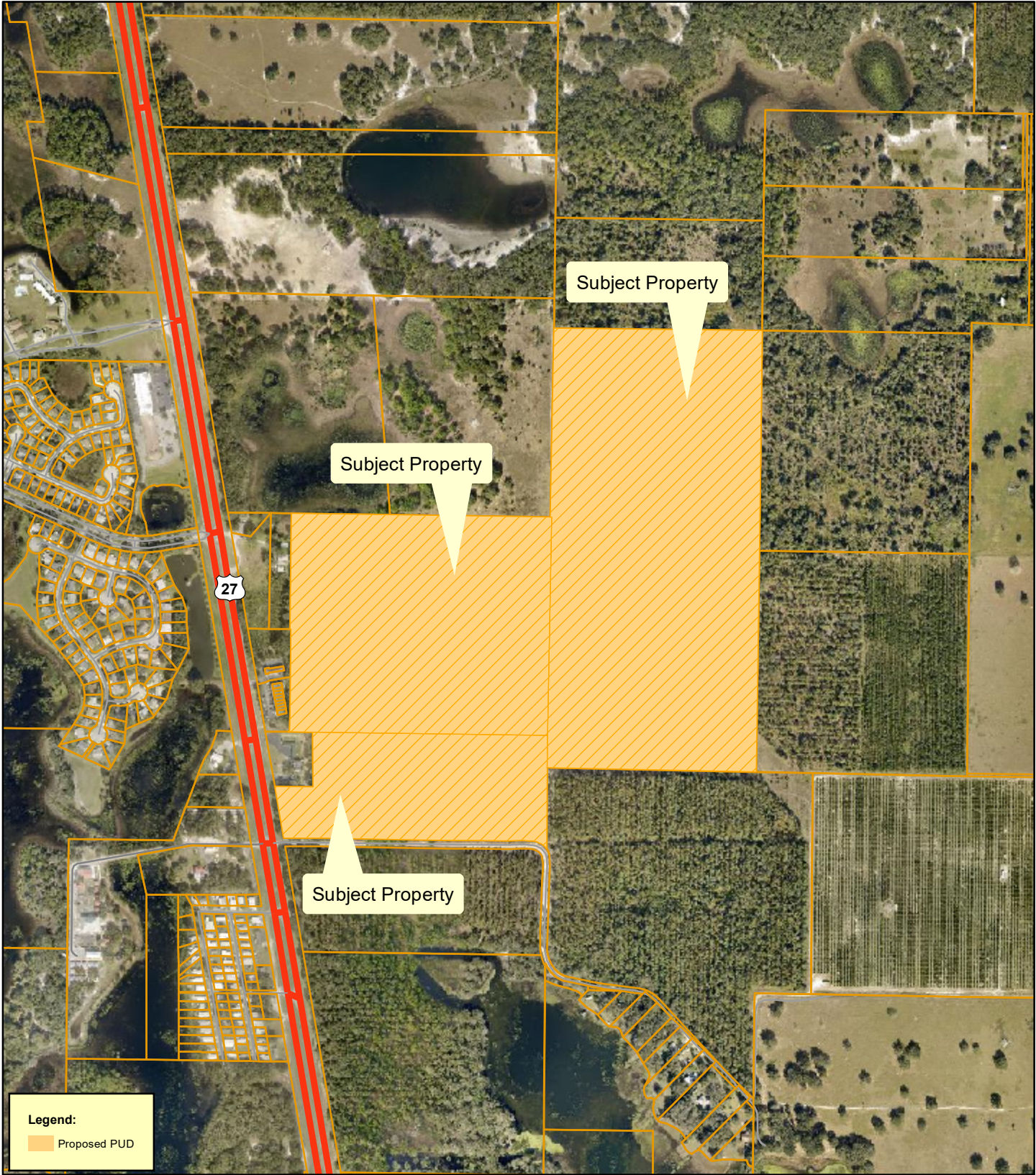


**Planning
& Zoning
Division**

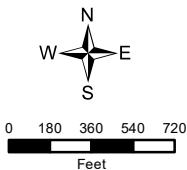


Mar-Jo Pines Windmill Sharp Properties
PUD-23-564
AK #'s 1775124, 1035503, 1030153
Section 25, Township 20 South, Range 24 East
January 5, 2024

Proposed Zoning

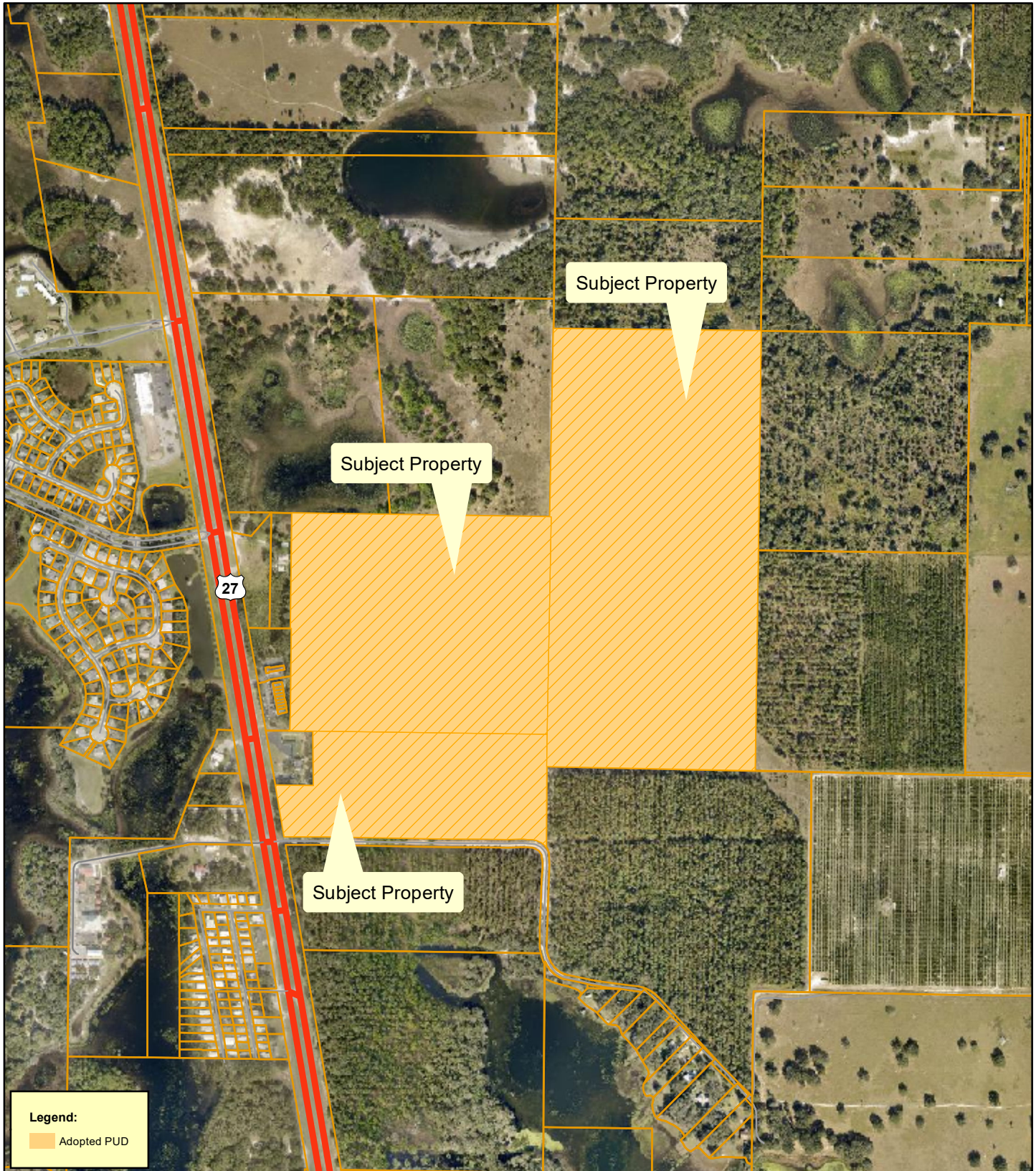


**Planning
& Zoning
Division**

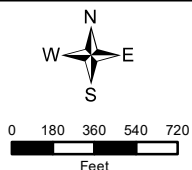


Mar-Jo Pines Windmill Sharp Properties
PUD-23-564
AK #'s 1775124, 1035503, 1030153
Section 25, Township 20 South, Range 24 East
January 5, 2024

Adopted Zoning

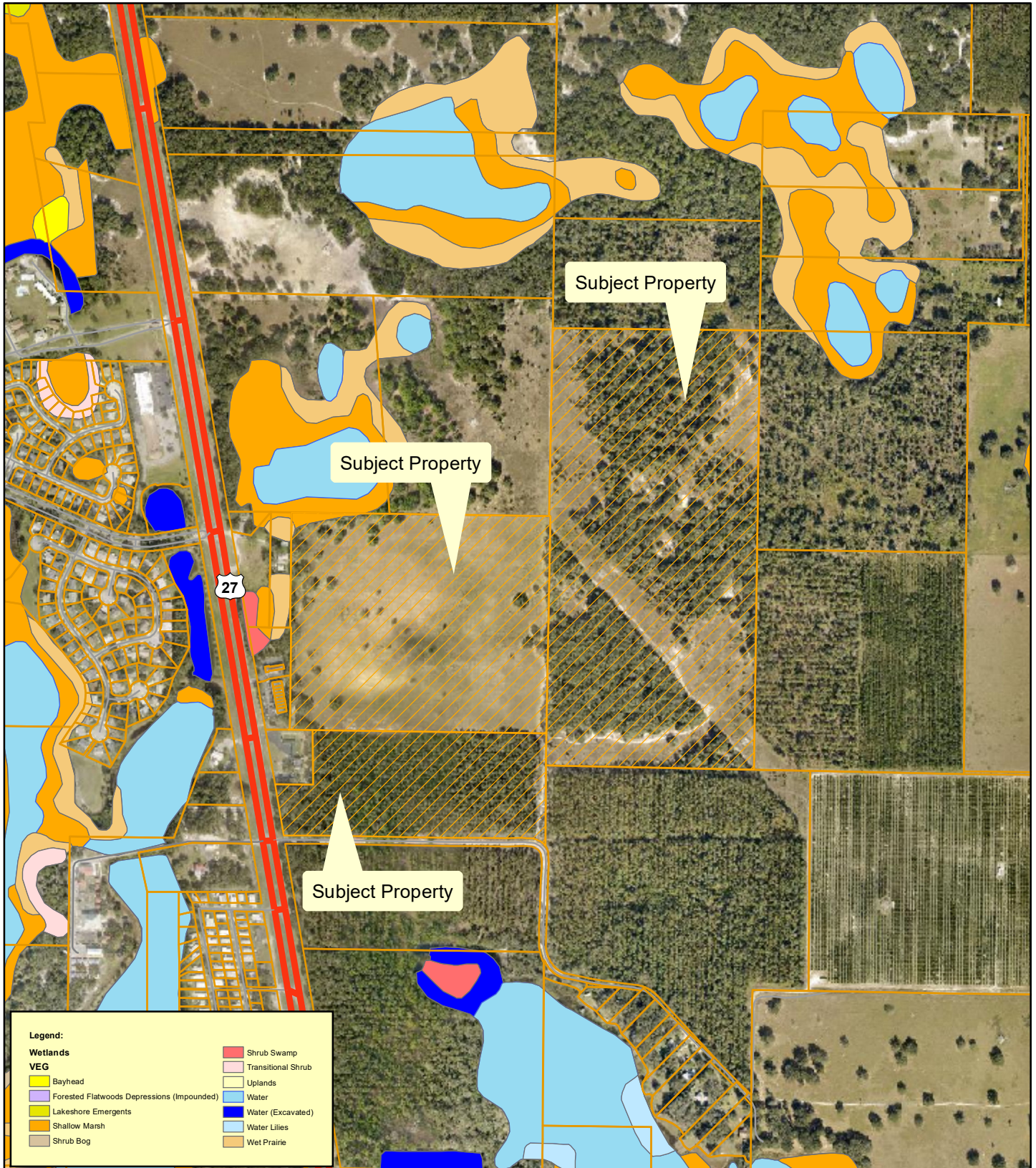


**Planning
& Zoning
Division**

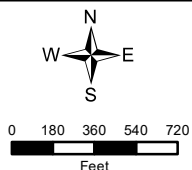


Mar-Jo Pines Windmill Sharp Properties
PUD-23-564
AK #'s 1775124, 1035503, 1030153
Section 25, Township 20 South, Range 24 East
January 5, 2024

Wetlands

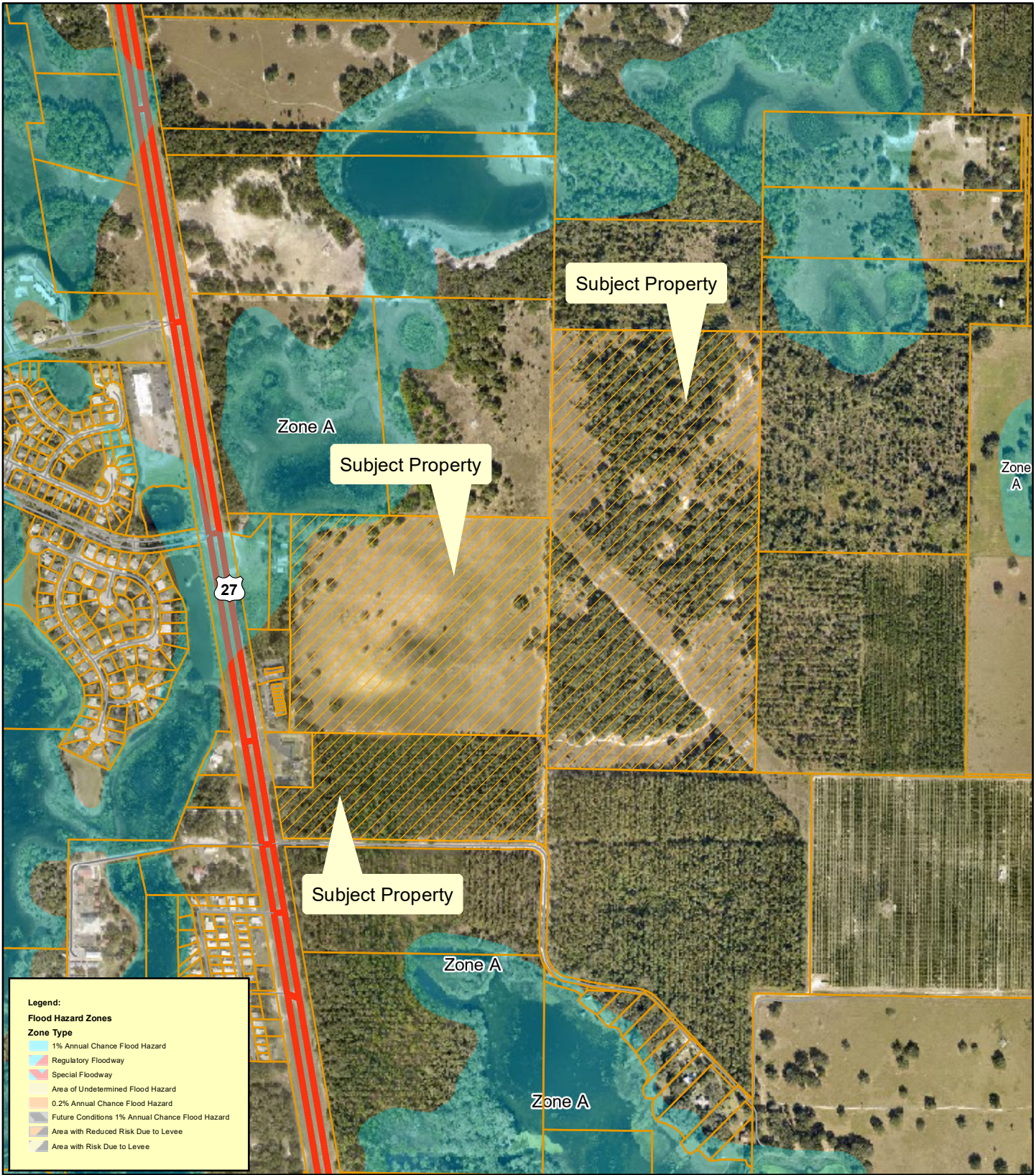


**Planning
& Zoning
Division**

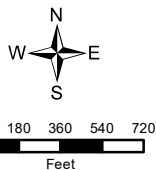


Mar-Jo Pines Windmill Sharp Properties
PUD-23-564
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Section 25, Township 20 South, Range 24 East
January 5, 2024

Flood Zone



Planning
& Zoning
Division

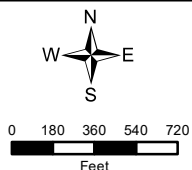


Mar-Jo Pines Windmill Sharp Properties
PUD-23-564
AK #'s 1775124, 1035503, 1030153
Section 25, Township 20 South, Range 24 East
January 5, 2024

Commission District

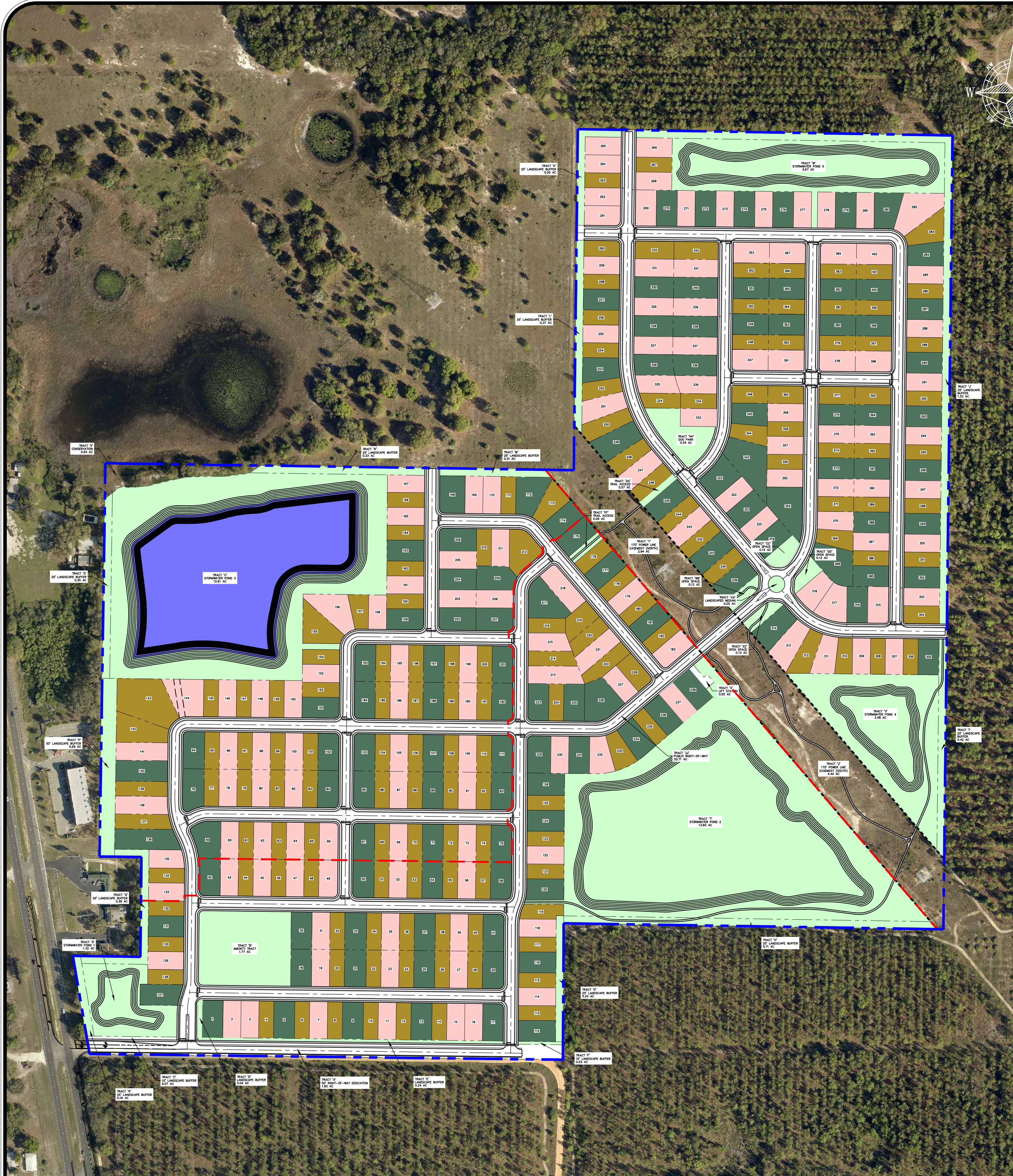


**Planning
& Zoning
Division**



Mar-Jo Pines Windmill Sharp Properties
PUD-23-564
AK #'s 1775124, 1035503, 1030153
Section 25, Township 20 South, Range 24 East
January 5, 2024

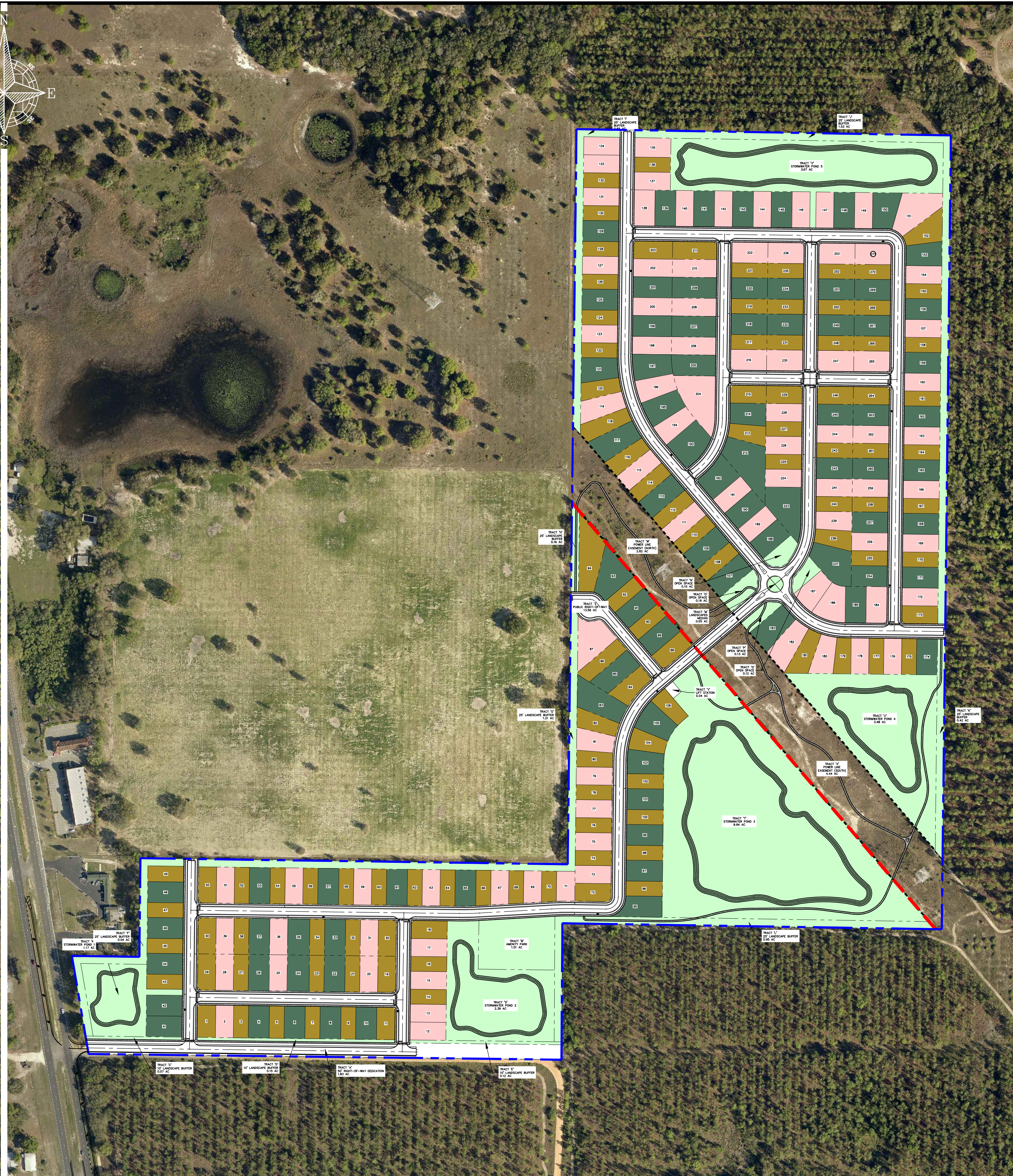
P:\PROJECT DRAWINGS\PUL-046 Leesburg Subdivision with Sharp Drawings\CAD Civil3D Layouts\01 Exhibits for PUD Hearing\MASTER PLAN COMPARISON.dwg Modified: 2/20/2024 By: ssierragil Plotted By: sofia.siera-gil



**CURRENTLY PROPOSED
WINDMILL ROAD SUBDIVISION
(147.40 AC)**

DEVELOPMENT PROGRAM				
	PHASE 1	PHASE 2	PHASE 3	TOTAL
50' Lots	46	50	54	150
60' Lots	32	39	61	132
70' Lots	36	35	49	120
Total:	114	124	164	402

PROPOSED SUBDIVISION	
Property Area	147.40 AC
Lot Sizes	50' x 120' 60' x 120' 70' x 120'
Density	2.72 DU/AC
Minimum House Size	1,800 SF (UNDER ROOF)
Open Space	37.6% 26.8 AC Recreation



**PREVIOUSLY APPROVED
WINDMILL ROAD SUBDIVISION
(99.72 AC)**

DEVELOPMENT PROGRAM			
	PHASE 1	PHASE 2	TOTAL
50' Lots	52	53	105
60' Lots	24	60	84
70' Lots	30	52	82
Total:	106	165	271

APPROVED SUBDIVISION	
Property Area	99.72 AC
Lot Sizes	50' x 121' 60' x 121' 70' x 121'
Density	2.72 DU/AC
Minimum House Size	1,800 SF (UNDER ROOF)
Open Space	38.9% 21.7 AC Recreation

SCALE

N.T.S.

DRAWN:

A. FRANCIS

PROJECT

PUL-046

SHEET

EX. 1

DESIGNED:

S. SIERRA-GIL

CHECKED:

L. GLASSON

DATE:

2/20/2024

NOT FOR CONSTRUCTION

2/20/24

CIVIL ENGINEERING | LAND PLANNING

APPIAN ENGINEERING LLC.

MAR-JO PINES WINDMILL
CITY OF LEESBURG, FLORIDA

APPIANFL.COM • 407.960.5868

2221 Lees Road, Suite 27, Winter Park, Florida 32789

STATE OF FLORIDA CERTIFICATE OF AUTHORIZATION No. 1514

REV.

DATE

DESCRIPTION

BY

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 9.A.

Meeting Date: April 8, 2024

From: Al Minner, (City Manager)

Subject: Leesburg Bikefest Update

Staff Recommendation:

Information item only

Analysis:

See attached budgets and program information

Procurement Analysis:

Options:

Fiscal Impact:

<u>Expenses</u>		
	Budgeted	Spent
<i>Advertising</i>		
IHeart Media		\$ 9,900.00
Jvc Broadcasting		\$ 2,500.00
Triangle News Leader		\$ 765.00
Cycle Fish		\$ -
Rider Now		\$ 900.00
Thunder Roads		\$ 3,000.00
Born To Ride		\$ 2,500.00
BIKE WEEK POCKET GUIDE		\$ 750.00
WQBQ		\$ 144.00
Out to Ride		\$ 495.00
Dragon Fire Media (Wayne Winegarden)		\$ 700.00
Preview 352		\$ 1,295.00
Baad Reels		\$ 1,500.00
Totals	\$ 25,000.00	\$ 24,449.00
<i>Awards & Prizes</i>		
Totals	\$ 3,500.00	\$ -
<i>Bank Charges/ CC Fees</i>		
Totals	\$ 3,000.00	\$ -
<i>Contingency</i>		
Graham Cleaning		\$ 16,664.00
VIP Wristbands		\$ 14.00
VIP Badges		\$ 1,996.00
Stage Scrims		\$ 3,405.25
Totals	\$ 50,000.00	\$ 22,079.25
<i>Nourishments</i>		
VIP Catering		
Public Safety Lunches		
Totals	\$ 7,500.00	\$ -
<i>Equipment Rentals</i>		
Grand Rental (Tents)		\$ 22,546.00
Golf Carts		\$ 1,550.00
Restrooms		\$ 18,785.00
RV Rental		
Totals	\$ 20,000.00	\$ 42,881.00

<u>Expenses</u>		
	Budgeted	Spent
<i>Entertainment</i>		
Bands		\$ 150,850.00
Alernate Ent		
Motorcycle Drill Team		\$ 250.00
Full Throttle bike show		\$ 3,600.00
4 Walls Ent. (artist/stage mgmt)		\$ 16,900.00
Totals	\$ 200,000.00	\$ 171,600.00
<i>Band Catering</i>		
Totals	\$ 5,000.00	\$ -
<i>Merchandise</i>		
Totals	\$ 20,000.00	\$ -
<i>Office Expense</i>		
Fed Ex		\$ 34.15
Totals	\$ 1,000.00	\$ 34.15
<i>Salaries</i>		
Totals	\$ 5,000.00	\$ -
<i>Stage/Sound</i>		
Main Stage		\$ 13,500.00
GH Stage/Sound		\$ 4,800.00
Main Stage Sound/video/lighting		\$ 30,500.00
Stage hand labor		\$ 6,200.00
Totals	\$ 80,000.00	\$ 55,000.00
<i>Security</i>		
Secure Guard		\$ 14,230.00
Miller & Miller		\$ 4,650.00
LCSO Radios		\$ 2,500.00
Totals	\$ 100,000.00	\$ 21,380.00
Total Expense	\$ 520,000.00	\$ 337,423.40

	Page 1 of 2
Difference	Percent Spent
\$ 551.00	98%
\$ 3,500.00	0%
\$ 3,000.00	0%
\$ 27,920.75	44%
\$ 7,500.00	0%
\$ (22,881.00)	214%

	Page 2 of 2
Difference	Percent Spent
\$ 28,400.00	0%
\$ 5,000.00	0%
\$ 20,000.00	0%
\$ 965.85	3%
\$ 5,000.00	0%
\$ 25,000.00	69%
\$ 78,620.00	21%
\$ 179,076.60	65%

	Budgeted	Received	Difference
<i>Sponsorship</i>			
Progressive		\$ 60,000.00	
Gator Harley		\$ 20,000.00	
Wayne Densch		\$ 40,000.00	
TDC		\$ 40,000.00	
Ski Beach		\$ 2,500.00	
Kling Towing & Recovery		\$ 5,000.00	
Shamrock Lounge		\$ 2,500.00	
Totals	\$ 215,000.00	\$ 170,000.00	\$ 45,000.00
<i>Beverage Sales</i>			
Totals	\$ 30,000.00	\$ -	\$ 30,000.00
<i>Novelties</i>			
Totals	\$ 150,000.00	\$ -	\$ 150,000.00
<i>Vendors</i>			
Registration		\$ 103,900.00	
Totals	\$ 125,000.00	\$ 103,900.00	\$ 21,100.00
<i>Other</i>			
Totals	\$ -	\$ -	\$ -

Total Revenue	\$ 520,000.00	\$ 273,900.00	\$ 246,100.00
----------------------	----------------------	----------------------	----------------------

Percent Received

79%
0%
0%
83%
#DIV/0!

53%

OVERALL BUDGET

Revenue

ITEM	Budgeted	Actual
Beverage Sales	\$ 30,000.00	\$ -
Sponsorship	\$ 215,000.00	\$ 170,000.00
Novelties Sales	\$ 150,000.00	\$ -
Vendor Registration Fees	\$ 125,000.00	\$ 103,900.00
Other	\$ -	\$ -
Total Income	\$ 520,000.00	\$ 273,900.00

Expense

Advertising	\$ 25,000.00	\$ 24,449.00
Awards & Prizes	\$ 3,500.00	\$ -
Bank Charges/ CC Fees	\$ 3,000.00	\$ -
Contingency	\$ 50,000.00	\$ 22,079.25
Nourishments	\$ 7,500.00	\$ -
Equipment Rentals	\$ 20,000.00	\$ 42,881.00
Entertainment	\$ 200,000.00	\$ 171,600.00
Band Catering	\$ 5,000.00	\$ -
Merchandise	\$ 20,000.00	\$ -
Office Expense	\$ 1,000.00	\$ 34.15
Salaries	\$ 5,000.00	\$ -
Stage/Sound	\$ 80,000.00	\$ 55,000.00
Security	\$ 100,000.00	\$ 21,380.00
Total Expense	\$ 520,000.00	\$ 337,423.40
Net Income	\$ -	\$ (63,523.40)

Beverage Net \$ 6,231.51

Partnership Cash \$ 250,000

FINAL REV-EXP \$ 192,708.11

ALCOHOL	UNIT COST	TOTAL UNITS ORDERED	WHOLESALE COST
Bacardi	\$ 18.99	28 \$	531.72
Captian Morgan	\$ 18.49	50 \$	924.50
Crown Royal	\$ 40.99	47 \$	1,926.53
Dewars	\$ 29.99	9 \$	269.91
Fireball	\$ 19.99	21 \$	419.79
Jack daniels	\$ 37.99	50 \$	1,899.50
Jameson	\$ 43.99	22 \$	967.78
Jim Beam	\$ 23.99	20 \$	479.80
Markers Mark	\$ 43.99	15 \$	659.85
Malibu	\$ 20.99	25 \$	524.75
Milagro	\$ 44.99	19 \$	854.81
Seagrams 7	\$ 19.99	14 \$	279.86
Smirnoff	\$ 17.99	48 \$	863.52
Tangurey	\$ 31.99	9 \$	287.91
Titos	\$ 29.99	74 \$	2,219.26
Bud Light	\$ 140.00	45 \$	6,300.00
Budweiser	\$ 140.00	9 \$	1,260.00
Mich Ultra	\$ 150.00	30 \$	4,500.00
Bud Light	\$ 32.00	150 \$	4,800.00
Budweiser	\$ 32.00	50 \$	1,600.00
Mich Ultra	\$ 38.00	100 \$	3,800.00
Seltzers	\$ 39.00	75 \$	2,925.00
			\$ 38,294.49

DRINKS PER CONTAINER	TOTAL DRINKS	COST PER DRINK		GORSS SALE
39	1,092	\$	6.00 \$	6,020.28
39	1,950	\$	6.00 \$	10,775.50
39	1,833	\$	7.00 \$	10,904.47
39	351	\$	6.00 \$	1,836.09
39	819	\$	6.00 \$	4,494.21
39	1,950	\$	7.00 \$	11,750.50
39	858	\$	7.00 \$	5,038.22
39	780	\$	6.00 \$	4,200.20
39	585	\$	7.00 \$	3,435.15
39	975	\$	6.00 \$	5,325.25
39	741	\$	7.00 \$	4,332.19
39	546	\$	9.00 \$	4,634.14
39	1,872	\$	6.00 \$	10,368.48
39	351	\$	7.00 \$	2,169.09
39	2,886	\$	7.00 \$	17,982.74
134	6,030	\$	5.00 \$	23,850.00
134	1,206	\$	5.00 \$	4,770.00
134	4,020	\$	5.00 \$	15,600.00
20	3,000	\$	5.00 \$	10,200.00
20	1,000	\$	5.00 \$	3,400.00
24	2,400	\$	5.00 \$	8,200.00
24	1,800	\$	6.00 \$	7,875.00
37,045			\$	177,161.51
		Less Mixers	\$	2,700
		ALCOHOL COST NET	\$	174,461.51

CHAMBER SALES EXPENSES

Tents	\$5,000
Beer trailer rentals	\$3,600
Frozen Drink Machines/ Product	\$2,500

Ice Boxes		\$450
Labor		\$6,100
Paper Product and Mixers		\$4,230
Civic Pay Outs		\$13,500
Carry All Rentals		\$1,600
Forklift		\$1,250
Insurance		\$80,000
Chamber Contribution		\$50,000
		\$168,230
TOTAL NET ALCOHOL SALES	\$	6,231.51

**APRIL
26TH-28TH
DOWNTOWN
LEESBURG**

DISCOVER
**LAKE
COUNTY**
FLORIDA
DISCOVERLAKEFL.COM

PROGRESSIVE
PRESENTS



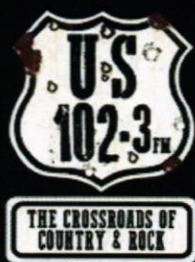
**FRI - SAT
9AM-11PM
SUNDAY
9AM-3:30PM**



**FRIDAY
LOCASH**

**SATURDAY
Sugar Ray**

**SUNDAY
AUSTIN SNELL**



LeesburgBikefest.com