AGENDA
CITY COMMISSION MEETING
VENETIAN CENTER, 1 DOZIER COURT
MONDAY, AUGUST 23, 2021 5:30 PM

1. CALL TO ORDER

INVOCATION

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

2. PROCLAMATIONS:

A. Lineworkers Appreciation Day

3. PRESENTATIONS:

A. Certificates to Miss Leesburg winners: Miss Leesburg - Riley McDowell; Teen Miss - Kierstyn Riley; Junior Miss - Caliza O'Bryan; Little Miss - Shaylin Shumate; and Tiny Miss - A'Zyrani Taylor

B. Leesburg Lightning Championship Presentation

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. Budget Workshop held July 6, 2021

2. **Budget Workshop held July 8, 2021**

3. **Budget Workshop held July 13, 2021**

4. **Regular meeting held August 9, 2021**

B. PURCHASING ITEMS:

1. **Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute an Agreement to Piggyback a State of Florida contract for Management and Consulting services with Government Services Group, Inc. to support management of ARPA funds for an amount of $49,000.00; and providing an effective date.**

2. **Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute an agreement for natural gas distribution line installation services with Equix Energy Services, LLC; and Providing an effective date.**

3. **Solicitation award and purchase request approval - RFP 200422 - Extrication tools**

C. RESOLUTIONS:

1. **Resolution of the City Commission of the City of Leesburg, Florida, authorizing and directing the Mayor and City Clerk to execute a Natural Gas Service Agreement between the City of Leesburg and Leesburg Senior Living Partners, LLC, for the purpose of setting forth the terms and conditions under which the City will provide Natural Gas Utility Service to the Development referred to as Leesburg Senior Living; and providing an effective date.**

2. **Resolution of the City Commission of the City of Leesburg, Florida, authorizing the City Manager to approve expenditures not to exceed $200,000.00, to fund construction of approximately 2,000 feet of new steel Natural Gas Lines along County Road 470 near County Road 501, and abandonment of approximately 1,500 feet of existing Natural Gas lines to facilitate construction of a Golf Cart Tunnel, pertaining to the expansion of The Villages development in that area; 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 Vacant Land Contract**

between the City of Leesburg and Park Square Enterprises, LLC; and providing an effective date.

4. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Gas Service Agreement between the City of Leesburg and Park Square Enterprises, LLC; and providing an effective date.

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

A. SECOND READING OF ORDINANCES

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

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

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

4. An Ordinance of the City of Leesburg, Florida, amending the City of Leesburg Comprehensive Plan pursuant to Section 163.3177.6.(i) Florida

Statutes, which requires the inclusion of a property rights element; Providing for conflict with other Ordinances; Providing a savings clause; and Providing an effective date.

5. An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 12.94 +/- acres from City of Leesburg PUD (Planned Unit Development) and City of Leesburg SPUD (Small Planned Unit Development) to PUD (Planned Unit Development) to allow for a church/social service and youth center campus for a property generally located at the intersection of South Street and Caballo Road, as legally described in Section 28, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date. (Salvation Army)

6. An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 28.92 +/- acres from C-3 (Highway Commercial) to PUD (Planned Unit Development) to allow for a mixed-use RV resort for a property generally located north of U.S. Highway 441 and east of Pemble Road, as legally described in Section 20, Township 19 South, Range 25 East, Lake County, Florida; and providing an effective date. (Harbor View Park RV Resort).

B. FIRST READING OF ORDINANCES

1. An Ordinance of the City of Leesburg, Florida, renaming Dunlin Street, being an existing street shown on the Plat of Lake Denham, Phase III, as recorded in Plat Book 73, Page 63, Public Records of Lake County, Florida, and lying in Section 03, Township 20 South, Range 24 East; and providing an effective date.

C. NON-ROUTINE ITEMS

1. Resolution of the City Commission of the City of Leesburg, Florida, authorizing and directing the Mayor and City Clerk to execute a Settlement Agreement between the City of Leesburg and Vermont, LLC for the purpose of setting forth the terms under which the City will resolve the pending Eminent Domain action and acquire the real property at 307 and 311 East Magnolia Street; and providing an effective date.

2. Resolution of the City Commission of the City of Leesburg, Florida authorizing and directing the City Manager to execute the American Rescue Plan Grant Agreement; and providing an effective date.

7. INFORMATIONAL REPORTS:

The following reports are provided to the Commission in accordance with the

Charter/Ordinances. No action required.

A. None

8. CITY ATTORNEY ITEMS:

9. CITY MANAGER ITEMS:

10. ROLL CALL:

11. ADJOURN:

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

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

MINUTES OF THE CITY OF LEESBURG COMMISSION
BUDGET WORKSHOP
VENETIAN CENTER, 1 DOZIER COURT
TUESDAY, JULY 6, 2021

The City of Leesburg Commission held a Budget Workshop Tuesday, July 6, 2021 at the Venetian Center. Mayor John Christian called the meeting to order at 5:32 p.m. with the following members present:

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

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

Commissioner Pederson gave the invocation followed by the Pledge of Allegiance to the Flag of the United States of America.

PROPOSED FISCAL YEAR 2021-22 BUDGET:

CM Minner thanked Brandy McDaniel, Budget Manager, the Finance Director, James Williams and the rest of the department heads for all their hard work during this budget process. He began by providing a few highlights of the general fund. We went back and forth with fleet leases, but after reviewing all funds and the general fund, no differences. Fleet leases will remain at seventy five percent. Several years ago, that number was reduced and benchmarked at seventy five percent and that marked the we pay an "x" dollar amount across the board from all funds into the fleet fund. At that time, we needed a break, so it was cut by fifty percent with the anticipation that we could always go back. Currently, we average about two to three million dollars of equipment purchases each year throughout the fleet fund. Referencing that number and how much it costs to create that amount of revenue at that seventy-five percent level, we generate about one-point-eight-million-dollars for the fleet fund. One-point-eight-million-dollars makes up about fifty percent of the General Fund centric. If that one-point-eight-million-dollars represents seventy five percent than that number remains the same and we are not throwing big contributions of our value into the fleet fund.

Our ad valorem rate will stay at the rollback rate and that is a small tax deduction this year and the Fire Assessment Fee will remain the same. We have scheduled three percent salary increases for employees. A quasi-merit-based program where if you receive a satisfactory or an exceeds satisfactory evaluation, it triggers a three percent increase. Typically, ninety-nine percent of our employees receive the merit increase because they meet or exceed the expectations on their evaluations. For the employees at the top of the pay range, which are the employees who have topped out on the pay scale, they would receive a three percent one-time bonus check. This would be for non-union, except for Police and Fire, and the bottom-level positions would still receive the three percent increase. That will help with the fifteen-dollar minimum wage increase, which is due by 2024. **Commissioner Robuck** wanted to verify that the bonuses for employees at the top of the pay grade those are only a one-time three percent bonus. **CM Minner** responded yes, instead of the three percent increase over the twenty-six pay periods they receive a one-time bonus check. With new positions the City, we are proposing a supervisory

position in the Customer Services Department. We removed a position from the IT Department and we already had discussions regarding the Forensic Digital Evidence Specialist position for the Police Department and the body cameras. We will be asking for two more ground men and that is to keep up with work issues and the pace of growth along with maintenance on the system. We hope the two grounds men will matriculate into the Journeymen program. We are asking for two solid waste operators to ensure we are keeping up with the load of solid waste removal.

With the building fund, we previously approved the Permit Specialist and Plans Examiner positions and both these positions are included in this proposed budget. We put a hold on the Building Inspector; however, we would like to be able to move forward and hire that inspector when it is deemed appropriate and the funds for that are also proposed in this budget. **Mayor Christian** inquired if we wanted to go through each position now or wait until each individual budget. **CM Minner** explained it would be best to talk about each position when we hit those funds.

The core principal of the general fund goes back to our utility first mentality and making sure the utilities operate as a utility before tapping into the utility revenues to pay for general fund exercises. We have to have tax autonomy and fund autonomy to make sure each fund pays for itself, so we can provide good levels of general services in each of our enterprise funds. We have to ensure our rates are not too high and that we are taxing disproportionately. The general fund is driven by enterprise transfers and taxes, those two things turn the wheel. With taxes, we are going with the rollback rate, which is a deduction of a hundred and forty-five thousand dollars in comparison revenue, but we also have a growth of six-point twenty-three percent. Even though that is a tax reduction for existing customers, we are still getting about two-hundred thousand dollars more because of that new growth.

The electric fund is our biggest contributor with enterprise transfers. It has always been a big contributor at previous levels and that is where we start getting regressive. Over the past few years we have worked hard to turn that around. We were up around ten percent on transfers around five to six million dollars of enterprise monies going directly into the general fund, so we rolled that back. As we rolled that back we started seeing a few stressors, so now we have some areas that we need to keep an eye on in this fund. Power supply cost is probably the biggest because that helps us and it affects transfers to the general fund. We have system expansions, and when new systems come on even though we do development agreements where they payback over time, there is still cash out which affects the bottom line of capital. We also have standard maintenance, when transformers need to be changed out or if one blows up during a storm. There is system improvements/maintenance that needs to be made to conductors for better service between system expansions. We are looking anywhere between three to six million dollars a year. Another issue is the general fund transfer and how much is going out with all these things while trying to keep a competitive rate.

On a positive note, the general fund is sustaining on its own. It has improved since 2013. We have been as high as nine percent on transfer rates, which is nine percent of revenues from the electric fund and that goes into the general fund, and that is five-million dollars. Over the last eight years we have reduced that nine percent to six percent, which is significant because that six percent represents a franchise fee. There are forty-four municipal electric utilities in the State and if you are not a municipal electric utility then

you are charged a franchise fee. FPL, Duke and SECO are charged a six percent franchise fee to tack onto the poles. We buy in large inside corporate City of Leesburg limits. We do not have a franchise fee because ninety-nine percent of our customers are located inside the city limits so they do not have a franchise fee. We now have a few small pockets where we are starting to grow that will have a franchise fee and that region is under Duke and SECO territories. They will have a six percent franchise fee. What that six percent franchise fee represents is if you do not have an electric utility you charge the investor or their cooperative six percent of their gross revenue to use your right of way, so that six percent is a good transfer. The rule of thumb that FMPA and FMEA makes is to keep your transfer around six percent.

Referring to a chart, he pointed out a blip where the number came down and it popped back up. We strived to get to that six percent by reducing the electric transfer so we went back and took out power costs and we even took out the St. Lucie stuff to just look at electric from an operating cost, which excluded purchases and that six percent was a small piece of the total electric pie. This is a good number, a good thing to boast on, and moving forward this number should hover around six percent. We will see where we dropped off at a little over two-million-dollar over the last eight years from three-million, which is still a healthy transfer, it is not overly rich but it is not too skinny. It represents what we would receive if we did not have our own utility. **Commissioner Robuck** asked if we have roughly three and a half million in transfers. **CM Minner** noted that we have about three-million dollars. **Commissioner Robuck** questioned with the budget detail and transfers to other funds at four point six, the utility cost allocation and the balance of one point six million just seems too high. **CM Minner** answered that is the ten percent surcharge. **Budget Manager (BM) Brandy McDaniel** stated that is made up of the transfer to the general fund, which is three million and the surcharge transfer, which is one-point six million. **CM Minner** continued saying that the four-point six million dollars represents two things. First, we have the three million in transfers and approximately sixty-five percent of our customers (not the load) are located outside the city limits and under state statutes the City is allowed to have a surcharge representative to that electric sales tax number. For example, if you are a nonelectric city and you have two taxing mechanisms on the sale of electricity, you would have a tax on the sale of electricity. That typically runs around ten percent and then you would have the franchise fee of six percent. That gives the utility the right to serve a municipal service in your boundary and the use of your right of ways. You would then be getting sixteen percent if you are a normal city without electric. For us, we do not have a franchise fee for customers who live inside city limits on Leesburg electric. However, because sixty-five percent of our customer base is outside the city limits, we have a surcharge of ten percent and that is charged to customers outside the corporate limits. It is a charge that was fought by FMPA back in the day it gives municipal utilities a replacement for that sales tax number.

Commissioner Robuck asked looking at the $112.08 as a rate, is that inclusive of that sales tax rate. **CM Minner** answered it is not; that $112.08 is typical of what we would compare ourselves at per thousand, to the first residential kilowatts sold. That is the typical measuring stick of what your rate is. Also, we need to keep our eyes on the power stressors and how the power stressors are managed. We need to watch the rates and where we are with that, what the power supply costs are, and we need to double check them. Our rates are nice, but we need to remain competitive for our area. Our area consists of Leesburg, Mt. Dora, SECO and Duke. We like to keep FPL on the chart

because FPL has a line share load through the whole State and they have a lot of political pull and they are the cheapest. Even though FPL is not near us we do not want to lose sight of what is happening in their world. With the one hundred and twelve dollars and eight cents fee that is going to be the first one thousand rate for Leesburg residents and that does not include the franchise fee. They are not charged that, but they are charged the municipal service tax of ten percent, which is another revenue line in the general fund. For example, Fruitland Park, they pay the one hundred twelve dollars and eight cents and they pay the ten percent service charge. They also pay an eight percent franchise fee, so their number goes up to one twelve, plus eleven, plus nine, which puts them about one-thirty. **Commissioner Robuck** pointed out that they are at one-thirty with the six percent, which is fair because Fruitland Park is charging eight percent instead of six percent. **CM Minner** mentioned that there is a five-year agreement on that and we have agreed to their eight percent, but he is unsure when the franchise agreement with Fruitland Park comes up. **Commissioner Robuck** wanted to know if we are at one hundred and thirty and SECO is at one hundred and twenty-one, does that include the ten percent sales tax. **CM Minner** replied no, SECO, DUKE, and FPL's numbers only include the six percent franchise fee, that ten percent tax is not included in any of these numbers. **Commissioner Robuck** wonders if their customers would be paying that as well. **CM Minner** answered yes. **Commissioner Robuck** explained that we would be okay because they will be well over a hundred and thirty when you add in that ten percent. **CM Minner** agreed and even with some of our electric stressors, we still have good signs that taxes are down and our rates are competitive. We are making positive improvements and our power cost numbers have been trending down. They are starting to tick back up and we are sitting on almost seventeen-million dollars.

Continuing, **CM Minner** reported that the trick to balancing the general fund this year is to increase the gas rates and that increase will generate an extra half a million dollars. We have identified that our gas rates are far below the current market average and with The Villages deal there is a disparity between the two providers in that region TECO and the City of Leesburg. Gas and electric are on opposite ends of the spectrum and we have to be careful because the numbers are tight, but they are good. However, we have to watch them because they can change quickly. We have worked hard to become competitive on the electric side over the last eight years. With forty-eight electric utilities, we were probably forty-four in terms of rates eight years ago and now we are in the middle at about twenty-four. There are still a lot of people in front of us, but they are not in our area. Electric is more complicated, regionally we are okay, but statewide we are not. Gas we are competitive both regionally and statewide. However, we have a big disparity between TECO and ourselves and we need to start becoming more competitive with our rates because we are losing revenue. He is proposing a two-year phase in with gas rate increases; we will keep our current rate and increase the base rate in two steps which will allow us to slowly catch up with TECO. Right now, our base rate monthly cost is $8.65 and we are asking to increase that to $13.38. The following year we are looking to increase that from $13.38 to $18.10 and that would give us that two-step increase of eighteen percent and create a half a million dollars in additional revenues. The additional revenues are not there yet from growth, taxes, and other sources, but the trend is that each year we will see three to four hundred thousand dollars in new revenue. As new growth and The Villages gets online, hopefully we can put that gas money back into the gas fund and not need it for balancing. Right now, we still need that extra step balancing the general fund. That half a million dollars will also allow us to be able to reduce that electric transfer and keep that half a million dollars in the electric fund. **Commissioner**

Connell wanted to clarify with this two-year step process that the current base is $8.65 a month. In fiscal year twenty-two you want to raise that to $13.38 and then in fiscal year twenty-three, bump it up to $18.10. **CM Minner** replied yes. **Commissioner Connell** pointed out that would more than double the current base rate within the next year and a half. **CM Minner** suggested that we could raise the rate from $8.65 to the $13.38 this year, then come back next year and look at it going from $13.38 to the $18.10. **Commissioner Connell** remarked that is still a pretty big jump. **Commissioner Robuck** wanted to know when you say eighteen percent over the next two years are you referring to an average monthly bill, and where does that eighteen percent come from because it is not a base rate. **CM Minner** said that eighteen percent averages about $4.50 a month. **Commissioner Robuck** requested to know where the commercial businesses stand with this. **CM Minner** specified that the base rate for commercial will go up a little bit, but this would not impact commercial as much as residential. **Commissioner Robuck** asked if there was a chart that covered the commercial rates. **CM Minner** replied that he did not have one, but he will get one. **Commissioner Robuck** commented that he appreciates that and if we are going to discuss this, he would like to see a chart for both, not just one or the other. **Commissioner Burry** pointed out in the summary it talks about a twenty-four percent increase in costs with natural gas; is that a reflection. **CM Minner** responded that is a pass through and the rates change every month. We pass through the cost of gas and that is how our rate structure is setup. These are the big components and a quick overview of the general fund and what it comes down to is we had a twenty-seven point one-million-dollar budget last year and we are proposing a twenty-eight point two-million-dollar budget this year, which is an increase of about four percent. We propose the rollback millage rate of four point zero one nine two. The increase in taxes related to the property tax increase of twelve thousand dollars, the increase to the utility services tax of one hundred and eighty-five thousand dollars, both reflecting new growth only. There is an increase in licenses and permits due to increases in franchise fees of thirty thousand dollars. There is an increase to fire assessment revenues of forty-two thousand seven hundred and seventy; related to new growth. There was a decrease in intergovernmental revenues and that was mainly attributed to estimated increases in state revenues, which were decreased due to COVID. There is an increase in charges for services due to budgeting for the county fire response revenue of eighty-five thousand dollars and an increase in revenue for the opening of the Aquatic Center of sixty-one thousand seven hundred and fifty.

Looking at our cash, that has stayed pretty steady over the last few years right around twelve-million-dollars. According to GFOA, we should be around six-million-dollars, but when we sold off some assets and started the "pay as you go" program we are now sitting at about twelve and a half million dollars. He believes we should keep about seven and a half million dollars in the bank and that would free up five million dollars. With the remaining cash from the fiber sale that has us sitting on potential available cash for projects of five point nine million dollars. He recommends not touching any of that money. **Commissioner Robuck** inquired if there was a decrease in the electric rate with that reduction and transfer or was that going back to capital. **CM Minner** responded that it is staying the same this year. **Commissioner Robuck** said he wanted to make sure that money went towards improvements. **CM Minner** pointed out that it would go towards general operations. Even though there was a reduction in the transfer of that half a million instead of putting it towards rate reductions, we put it to operations which means it goes towards power supplies, personnel and/or maintenance.

GENERAL FUND

CM Minner stated with the General Fund most of the expenses are the same for each division. We went up four percent, but that goes in keeping up with personnel expenses and the cost of delivery. There are a few places in the budget with expansions and the cost of doing business where it goes up about three percent and that is reflected.

There is an increase of about sixteen hundred dollars in the City Commissions budget. There are no major changes with operations and the personnel services represents the payments going out to the City Commissioners, along with health insurance benefits. The operating expenses are for advertisements and conferences they attend.

Executive covers the City Managers budget including Public Outreach and Lake Front. **Commissioner Robuck** observed with Lake Front there is a line item for about ten thousand dollars of equipment; what are we looking to purchase. **BM McDaniel** responded that would be for the commission chamber camera upgrade. It is going to cost about six thousand dollars. There are a couple other items in there too. **CM Minner** pointed out that this is dual funded. We do a revenue split with Lake Front where we split the new revenue that comes in as part of the new contract. Part of that would go into the general fund and the other half would go into a reserve fund for capital improvements to Lake Front.

The City Clerks budget pretty much remains the same. Elections are in an off year, so we will not see that number go up because that election occurs in fiscal year twenty-three budget.

The City Attorneys numbers have remained consistent. He asked Budget Manager McDaniel to explain what was under the miscellaneous line item. **BM McDaniel** clarified that line item covers vacation buybacks and debt service payments. Last year we had some grants; however, this year we do not.

The Finance fund is made up of Accounting and Customer Service. **CM Minner** remarked at this time we can discuss the Customer Service Operations Supervisor position. **Mayor Christian** wanted to make everyone aware that not only with this position, but throughout the entire budget he sees a theme in several departments where they are asking for new positions. For him, it is hard to prove that these new positions are needed when we do not know what the structure of the organization is to support these positions being needed. Were more duties assigned, did we hire more employees, did we promote from within? Is this position actually needed and if so what are the duties? Did we add duties within the customer service division that would require the need for an Operations Supervisor? **CM Minner** replied that the customer service department functions under the Finance department, which by the hierarchy chart is himself, then Jim Williams, and then Paul Austin, the Customer Service Manager. The Customer Service department is responsible for all utility billings, which includes the turn-ons and turn-offs for all utilities. They have a pretty complex job making sure the bills go out and that they are collected, along with making sure the phones are answered and returned. We have subtly touched this department addressing the pay for the customer service specialists since they are the bread and butter of this department. We increased the base pay for the customer service specialists once and we added positions. Above that position we have two supervisory positions. The growth and complexity in this department is pretty significant because they operate six different utilities. If you go

to Comcast you are only be dealing with a customer services specialist that deals with that one utility. Where our employees are responsible for electric, water, gas, sewer, wastewater and solid waste. They are all well versed, they have very complexed jobs, and they deal with a lot of complaints. They have done a pretty good job over the last several years with getting folks through the cue and getting their utilities operative and working. The City continues to grow and one way we believe we can address this and continue with this trend is to add a third supervisor. That third supervisor can assist with breaking down the nineteen specialists into smaller segments, so we can keep up with training and moving forward. Right now, we have two customer service supervisors and this would add a third to help breakdown the workload and help with the checks and balances. We try to promote from within and then fill a Customer Service Specialist position. A third supervisor would help the process and the workload while moving forward.

Mayor Christian informed them that currently this department has a Utility Billing Supervisor, a Utility Specialists II, a Customer Relations Supervisor and a Customer Relations Specialist and now you want to add a Customer Service Operations Supervisor position. We have seventeen Customer Service Specialists and two Customer Service Supervisors plus a Customer Relations Supervisor. So, for clarification, that Customer Relations Supervisor manages one person and maybe the Customer Relations Specialist and the Utility Billing Supervisor manages the Utility Specialist II and the Utility Service Technician. With all these supervisors and only seventeen customer service specialists and now you want to add this other supervisor position with a billing supervisor and a customer relations supervisor what would this position do in relation to the Customer Relations Specialist. He was unaware that we had that many issues in the Customer Services department, but there is only two people handling all of our customer relations and that is a concern to him. He was unaware that it took twenty-eight people to hold down a department and we will have more supervisors, including the Customers Accounting Manager and the Assistant Accounting Manager managing a whole twenty people. He does not feel that this position is needed with the amount of people in this department. If we cannot manage five or ten people than we need to look at what else is needed. This is a concern and he is opposed to this addition. There are more concerns with changing job titles throughout the budget, but he has an issue with this position. **CM Minner** stated he appreciates where the Mayor is coming from. **Mayor Christian** pointed out that if he brought back a flowchart on how that department works, maybe that would help, but looking at the numbers this does not work.

CM Minner noted that he would bring that back, but essentially there are twenty-eight people in that department. We have the Customer Accounts Manager, the Customer Service Supervisor, and the Customer Service Specialists. That is two supervisors, and the twenty-five customer service representatives who are split between two people that report to one. That is why they are requesting to add a third position. It goes back to making sure the train keeps moving and if there are smaller groups of people to one supervisor that would help the flow of movement. Another reason for this is training and the complexity of those six utilities, but he will bring back a flowchart on Thursday. **Mayor Christian** stated he knew we had a lot of turnover before and that is why we raised the payrate for the Customer Service Specialists. He was unaware that we have had much turnover now, so with training if you have been here over a year you should already be trained. Unless, we have had more turnovers, these people should know how to do their jobs. If we are having issues, we need to look at the supervisors who are not

training these people properly. We raised the rate of pay because of turnovers and that was taken care of so, hopefully people are there because they want to be there and if we need to train employees that should be in the budget. Turnover costs a lot of money and training new employees every three to four months costs a lot of money. There may not be a problem with the job, there may be a problem with our system and to put new people in every three months is hard for him to comprehend.

Commissioner Robuck pointed out in the budget he noticed the retirement number has really gone up in a lot of the places. He wanted to know what the reasoning was for that. **BM McDaniel** answered that a lot of that has to deal with the general employees' pension and when they froze the allocations. That was based on the people who were still here, it was an old way to allocate that cost. She has now gone back and tried to look at any person that has available proceeds in it and put that amount in that department from when it was frozen. We are going to see movement all over, but at some point, we will run out of people. The number of people that are still going to be in the general employees' pension will not be an accurate way to allocate it. This year she really needed to make that change to make the right departments pay for whoever had that value when it was frozen. We will see that fluctuate throughout the budget and that was the proper way to allocate it. We had to make that change and we did it this year. **CM Minner** mentioned that Procurement is down some this year.

With Human Resources **CM Minner** stated this fund has pretty much remained the same. **Commissioner Robuck** noticed that they pretty much doubled their repair and maintenance number and he would like an explanation of what they are looking to do there. **CM Minner** answered that is the software for the online application system. **Mayor Christian** questioned what the three thousand dollars was under training and if that was for internal trainings. **Human Resources Director (HRD) Melissa Arriaga** replied that is for attending the Lake Sumter Chapter meetings and the Florida HR Conferences. It also covers certifications and memberships to SHRM. **Mayor Christian** remarked that he has had conversations with the City Manager on how we used to have very intense and successful diversity trainings within our city and he is unsure if we still provide that service to our employees. **CM Minner** replied yes, we still provide diversity training; that is still in place. **Mayor Christian** wanted to know where that line item is in the budget. **HRD Arriaga** replied that training is provided inhouse so that would fall under line item 3410; however, this past year we were unable to provide that training due to COVID. **Mayor Christian** requested to know if we are only paying a thousand dollars to train all the city employees on diversity. **HRD Arriaga** responded yes. **Mayor Christian** remarked that he wanted to see the resume for that person because he does not know how anyone could only charge a thousand dollars to train six hundred employees on diversity. **Commissioner Robuck** inquired if any funds come from professional services because there is thirty-five thousand dollars in that line item. **HRD Arriaga** replied that professional services include preemployment and background checks. When we have trainings, we pay the trainer out of 3410 and other items included with that training are paid out of 5210. **Mayor Christian** mentioned that it is highly important for the complexity and growth of our city to have this training and to only have a thousand dollars in the budget is almost embarrassing. He was under the impression that we were bringing someone in who was highly qualified, who would challenge the employees and have them look at their own biases, because he can interact with a customer that we may have in terms of bias and we are not challenging these employees. We did a great job with our former HR Director and the City Manager has been in those trainings. He spoke

with the county and the sheriff's offices and they both have trainers who train their employees. The school superintendent also thinks it is important. It is a great product and personally he thinks the City of Leesburg is long overdue with asking a professional to come in and challenge the employees to understand diversity within our city. This is something we need to look at and it is highly important for someone who becomes an employee of the City of Leesburg to go through this training. He does not know if staff knows or if they can bring back some recommendations. It is very important that we work with someone and our employees, because if someone says they do not have a problem that is the person that should be first on the list to get some real intense training.

CM Minner stated Information Technology has added and removed one position. **Mayor Christian** mentioned that he noticed we eliminated a Network System Analyst I and added a Network System Analyst II. His concern is, and it is a pet peeve of his, that we are simply saying to everyone else that just receives a three percent increase that this person is liked more so they are going to eliminate their current position and now make them an Analyst II with a higher paygrade. It is a concern, it is happening throughout the budget and he needs to know if we are showing favoritism. Why are we eliminating this Network Analyst I position and creating a Network Analyst II position? Who is getting this job and will the Network Analyst I be bumped up while every other city employee just gets a three percent increase. The Network Analyst I current pay was fifty thousand and the Network Analyst II paygrade starts out at sixty thousand, so that person will get a ten-thousand-dollar bump in pay. We see this throughout different departments where we are eliminating titles and giving new titles, so did someone get more job duties or receive a degree, or are we are helping someone that we feel comfortable with so they do not leave and go to another agency. **Commissioner Pederson** stated that he just described a promotion and wondered if he missed something. **Mayor Christian** remarked if he was promoted we would eliminate the job title and give him a new job title, but that is not transparent. If he were promoted, you would say you are now the Network Analyst II. You do not put it in the budget saying we are now going from an Analyst I, at fifty-three thousand to an Analyst II, at sixty thousand, so he just got a six to seven-thousand-dollar bonus. If we are going to do that you have to explain what the qualifications are for it and it cannot be just because of public works or solid waste. **CM Minner** responded that he has identified and picked up on the process correctly. There are few departments where that has been done, Information Technology, Human Resources and Customer Service. Fire may be another one where they have done promotions and the same with Police. From his prospective, we are promoting and encouraging employees who have excelled by giving them promotions. In exchange we are closing down the other positions and now these folks will get a little bit more than the three percent. They are looking at six to eight percent in some cases because they are all looked at on a case by case basis, but overall personnel remain consistent and that is good practice. There is no buddy system and looking at the trend of overall personnel expenses since he has been City Manager, it has kept to three percent. We are constantly watching for diversity and ensuring that we have minorities and women in positions where we can. Is there room for improvements, yes, there always is, but he will not back away from our philosophy, and there is no buddy system. As Commissioners, you hear complaints and if something happens where it does not work out for someone and they feel disgruntled then those need to be brought to his attention. In this budget we have a pattern working the same, we are rewarding the right employees and making the right incremental steps. **Mayor Christian** hopes that he is managing that, but he is very concerned because he does see employees leave our city who are disgruntled. He would

love to look at exit interviews to see why people are leaving especially those of minority and women of decent. Our top picks of the city are not promoting diversity because we do not see that rise to the occasion with new employees or with the replacement employees. **CM Minner** asked if he has specific positions he is worried about where a minority should have gotten promoted that did not. **Mayor Christian** answered that he does not want to get into specifics, but we have talked about specific employees. **CM Minner** replied the employees that have been mentioned to him were replaced with minorities. One minority, who was an African American female, was replaced with a white female, but he does not know if we can classify her as a minority. With the position you are worried about that was it replaced by a minority. **Mayor Christian** specified that he is referring to this city wide. When looking at these promotions he wants to make sure that everybody is getting their fair share. He wants to make sure everyone feels like they are getting their fair shot as opposed to my supervisor may not like me. We all have biases whatever color, or demographic you live in, you are going to hire the people you are most comfortable with, it is just human nature. He agrees when people say we need to hire the best candidate, but we have a very diverse city and the best candidate may be a white guy every time and that would mean we would have city full of white guys because they would always be the best candidate. We need to be intentional in making sure we hire and promote people that reflect the demographics of our city. We need to see that the change from the Network Analysts I or II would be great fit for the entire city. We need to see that for every department where they are being promoted in an effective explicable way. What if my supervisor did not like me, do you think he would promote me, or go to the City Manager and say I like this guy, he is doing a great job, no. We have a lot of departments that are diverse with issues and that needs to be addressed. He has discussed this with the City Manager and he wants the Commission to be aware of this and that is why he brought up the diversity training. People who feel like they do not need it are problematic people and we need to deal with them. He does not care who you voted for or what your political party is. When you come to work you are coming to do a job, you are not here to make people feel intimidated. He wants to make sure the Commission, the City and those watching know he does not think this is fair practice unless we are doing the same for everyone across the board. **Commissioner Connell** commented that he worked for the city for seventeen years and from his observations he never observed or witnessed any type of discrimination when it came to personnel. He is not saying it never happened, but he never witnessed it. **Mayor Christian** pointed out that in 2002, George Roundtree brought a suit against the city, as well as several customer service representatives. He sued the city, but that was before he became a commissioner. Over the last seventeen years there have been a lot of issues and there are lawsuits to prove it. Again, the people who are being pressed are not going to say anything, the people who are doing the pressing are not going to say anything and he wants to make sure as a city that we are keeping our eyes and ears open. **Commissioner Robuck** agrees with the Mayor that we need to prioritize the diversity training especially with hiring and new positions. We need to make sure that we have a legitimate training and that we are not just doing it subpar and we cannot just hire a trainer for a thousand dollars. Now, as a commission we have two jobs and that is to hire a city manager and to set policies. When it comes to these promotions that is not in their purview, but if it is more of a systemic issue then HR can supply them with some demographic information for what the city employees look like in terms to percentages. They could show what city staff looks like in terms of city demographics and with those numbers we could see the different levels. The city manager has done a great job running the city even though at times we do not agree on

things, but as long as he has looked into each of these promotions then as a commissioner this item should be left at the management level. We have to trust the city manager to do that job because there are bigger issues to get involved in, but from HR, he would like to get a demographic breakdown of what the city staff looks like because he has no idea. **CM Minner** replied that he will bring that data back and they can go across the charts and EEOC puts out a comparative analysis of plus and minus percentages of where we should be.

Commissioner Robuck questioned with professional services the hundred and fifty-seven thousand dollars what is that for. **BM McDaniel** answered that is for the anti-virus service, which is twenty-five thousand dollars and the central square that is fifty thousand, which is the software itself. The cyber protection is about fifty thousand dollars, which was increased from last year. **Commissioner Robuck** wanted to know what that was for. **CM Minner** responded that cyber protection was increased this year for the additional software to put up firewalls and protection to keep people from getting into our system and corrupting it. We just heard about it twice in the news; once with UF Hospital and another with a city that was hit with an email that was sent out. Every time he sees these he sends an email to the IT Director asking what we are doing and this is what we are doing. These are the expenses and our professional services keeps going up to build these firewalls; we have to purchase additional software and hardware to keep it running. The easiest way hackers get in your system is through emails or encrypted messages, they sneak through your system to create spam and if you open it, it infiltrates the system. We try to block all of that and we do that through the software and hardware, we try to stay as up to date as possible. When the IT Director reports to him, he sends the commission subsequent memos on what we are doing and what is needed to maintain our cybersecurity. This year we have an increase for additional software and hardware. **Commissioner Robuck** inquired how we are doing with the phishing tests, he knows we were using FMPA to do that. **IT Director (IT) Anthony** believes in last budget year they were at fifteen percent and we have done a lot better because we are down to three percent. We work with FMPA, and we use a training program that sends an email with a link, it asks folks to utilize a link which gives some exercises and a short quiz at the end. If you pass that quiz great, if not it will provide another chance to pass. If you do not pass it will be documented and we then take further measures to make sure staff understands what to look for and what not to click on and this will be an ongoing. **Commissioner Pederson** questioned if our entire computer network is tied together or if it is broken down into numerous departments. **IT Anthony** responded it is broken down. Public safety has its own network because they are on their own system. We have firewalls that will protect public safety, so if they get through public safety there are other firewalls that have been added. We have email scans and a number of different things we do on an ongoing basis in order to try and mitigate what we are seeing out there today. **Commissioner Robuck** asked if we are adequately and appropriately charging this to utilities because he imagines that utilities are the ones we are really trying to protect. **CM Minner** answered yes.

The Police fund is up about four hundred thousand dollars. Most of that cost is associated with the increase in pensions, the new position, and an adjustment for the dispatch system. The most significance change is with dispatch because this is a difficult job. We need to keep pace with the market and keep these positions full. Currently, we are down six dispatchers and that puts us in a critically difficult position. We believe some of that is associated to the rate of pay and job stress. We are addressing these areas

and hopefully this will take care of those vacancies. **Commissioner Pederson** asked if we were going to body cameras in this budget. **CM Minner** responded yes, that was the direction he received from the Commission. It was programmed into the budget and depending on how everything goes, we will move that system along so that October 1st we can start taking positive steps in that direction. **Commissioner Pederson** remarked his impression was that we were going to discuss this during our budget meetings. **CM Minner** stated the general consensus was to go with the cameras and to put it in this budget. **Commissioner Pederson** thought we were going to put it off one more year, but maybe he misunderstood. **Mayor Christian** wanted to know what the part-time Civilian Investigator position is. **Police Chief (PC) Rob Hicks** replied that position was approved four or five years ago, it is a part-time position that requires a sworn background. It is a force multiplier for criminal investigations, this person will ID and clear cases so other detectives can be out knocking on doors. This civilian investigator can make phone calls, close out bank frauds, property crimes, economic crimes, things of that nature. This position does not have any retirement attached to it. It is a twenty-four to twenty-six hour a week position and it has been extremely successful. **Mayor Christian** asked what the Code Enforcement revenues are. **CM Minner** replied they are not a lot. **Mayor Christian** commented that he sees a lot of big case fines, so why are we are not recouping some of those dollars. **BM McDaniel** said that last year we received seventy-two thousand dollars and this year we only budgeted eighty-five. We tried to go to one hundred in the current year, but she does not see us getting that so it was dropped to eighty-five. **Mayor Christian** questioned with people having high fines are we reducing them down or are we making them pay because at one point we were making people pay the majority of those fines when they got up to a substantial amount of dollars. **CM Minner** answered those fines actually get paid. Generally, the ones that you deal with are the ones that have not been paid and we have to put a lien on them. Then that will go through the process with the special magistrate and they will either increase it or lower it. We had discussions about not giving breaks on liens that are forgiven, but there have been a couple that have been reduced by the special magistrate and we have to follow their direction. **Mayor Christian** mentioned that he just wanted to know what the numbers were. **Commissioner Robuck** pointed out that lately no one shows up for the Code Enforcement meetings. The last couple minutes he read maybe one person showed up and ten did not. He is not sure if we will see a wave of these. **Mayor Christian** stated there was one property in Birchwood with a hundred and forty thousand code enforcement fines on it. It went up for a tax deed and a person bought that tax deed for fifty or seventy thousand dollars. He contacted the City Manager to see if we were going to allow this person to buy this property while he still owed the City of Leesburg, a hundred and sixty-nine thousand dollars. Well, they bought the property and they sent the City a letter pretty much saying they were going to foreclose without paying a dollar. We asked the City Attorney if that was legal, because if it is legal, then everyone will be buying property with a big lien on it and foreclosing on the City. He does not know where we are with that, but this is a great concern. This person owes a hundred and sixty-nine thousand dollars, there is a hole in the roof, windows are busted out, doors are broken and the residents have had to deal with this for over a year. Then an investor comes in, buys it up and does not pay anything to the City. This is not the right way for us to be doing business and he would like to know if we are moving to slow or was it that the fines were too much being at hundred and sixty-nine thousand dollars. This is a problematic neighborhood and residents were complaining and we just let the fines roll and the residents had to endure that neglect in their neighborhood. He informed the City Manager that he will be contacting him to see where we are on this issue. He

then inquired if we are still collecting the impact fees for the police department. **CM Minner** replied yes and we are sitting on half a million dollars. **Commissioner Pederson** wanted to know what we use that money for. **CM Minner** explained that it is for building expansions and vehicles for new officers. **BM McDaniel** added that when we added the new officers a couple years ago, we bought new vehicles from this fund. We can only purchase the cars and their equipment out of this fund when it is attached to growth. **Commissioner Pederson** remarked that he is not crazy about the body cameras, he believes it will pass with all the anti-police going on and that it will not be popular in two to three years. **Commissioner Robuck** asked what the potential downside would be if we used that money for the cameras. **CM Minner** pointed out that would be a gamble. The City Attorney may give more clarification on the specific challenge and the definitions for that, do funds come from the state statutes, which guide how to spend those monies. It has to be for an extension/expansion not a continuation of services. **Commissioner Burry** questioned if we could pay for the new position that will monitor the cameras with these funds. **CM Minner** answered no, because that is not considered an expansion of service. It is not an additional patrol person or a new program.

CM Minner stated the Fire budget is up one ninety-six and most of that is personnel driven. **Commissioner Robuck** remarked that special pay continues to grow every year and he wanted to know what causes that. **BM McDaniel** noted that is due to a few items; paramedics pay, field training, and the CBA contract. **CM Minner** mentioned that they increased the paramedics pay, but that was done in a three-year increment and this is year two. **Commissioner Robuck** also remarked that uniforms go up consistently every year, is there something specifically driving that. **Fire Chief (FC) David Johnson** replied that is due to turnover**. Mayor Christian** observed that they got rid of a Lieutenant**. FC Johnson** responded that they did not get rid of a Lieutenant, they are waiting because they do not have anyone eligible at this time and they cannot promote until someone is eligible. They are able to hire a firefighter and they will move through the ranks after that, but the numbers do not change as far as personnel. They will just change with the promotion in twenty-two with the lieutenant's test. **Mayor Christian** asked with respect to the Executive Administrative I, why does that go to Executive Administrative II. **FC Johnson** responded that is due to expanded duties; that employee is now the primary contact for FEMA. That employee has been through ongoing training the past last two years and the fire department has taken on that duty for FEMA. **Mayor Christian** pointed out that, that was a good answer and when employees take on more duties they get a different title, which is what he was waiting to hear.

CM Minner stated under Public Works with street maintenance they typically have the same issues. **Commissioner Robuck** asked what the forty thousand dollars is for under contract services. **CM Minner** replied that is for tree trimming. With facilities that is up a little at eighty thousand dollars. Grounds has the big number with five hundred thousand dollars and that is for landscaping the medians and administration.

With Community Development **CM Minner** pointed out a correction that they need to make, they need put Dan Miller as the Department Head. **Commissioner Robuck** stated they now have the new Senior Planner and it looks like they eliminated a different position, the Development Review Coordinator. **CM Minner** answered that was Adrian's position. **Commissioner Robuck** asked if this was the right number of people and if this Senior Planner is going to get them where they need to be. **CM Minner** said making this move was the correct thing to do especially with the additional subdivisions,

new growth, and all the plan reviews they are doing. Moving into October 1st he is comfortable, but they may hear him squabble come January or February, but he does not feel that is a position we should put into the budget right now. However, if it keeps growing at this pace and we continue to get the petitions and permits come next year we may need to add another staff member there. **Mayor Christian** remarked that we need to monitor that and stay on top of it. He wanted to know if there are any contract services that we could use if we needed to and if that could help. **CM Minner** answered with that type of contract service review we would not want to go with an outside agency because we would lose control to a degree. Every consultant is going to work for you, but if you want your planners focused on a specific mission you would want one that works for your community, the department, and the City Manager. There will be some stuff that we do for The Villages because they are a totally different structure, but if we start farming some of that out we may lose our autonomy of what our planning and zoning department brings, which is the control of how you want your community developed. **Mayor Christian** stated the last thing we want is a developer to come to our city and take too long to where we are not efficient, so we need to monitor that. **Commissioner Robuck** mentioned he is okay leaving it for now with the caveat as discussed and having a workshop on where we see housing growth in the future and depending on that he could see us needing someone. We need to look at the future land use and if we are going to be more restrictive or targeted with how we want different subdivisions to look in different areas, it may require a lot of time for staff. We could get into the weeds of this, where certain areas have different architectural features, but we have to be careful about that because it will require a lot of time, but this is his one caveat and after that we will probably need someone. **Commissioner Connell** commented after working with Dan Miller and his staff over the years they are extremely busy and if they felt the need for another planner in order to keep up he would fully support that. **Commissioner Pederson** noted that he deals with this department the most and he does not know how the three of them keep up. **CM Minner** said if they want he can add an additional planner and it would be about forty-seven thousand five hundred. **Mayor Christian** explained that we are good with waiting, we also have that meeting with the county and depending on how these meetings go we can review this.

CM Minner continued by saying Housing is essentially the same. They have been quietly doing a good job. **Commissioner Robuck** asked what the contract services are for. **CM Minner** responded for demolition. **Mayor Christian** inquired that they only budgeted seven thousand dollars for the whole year. **CM Minner** said yes. **Mayor Christian** wanted to know where the revenues go from the Mispah Simmons project. **CM Minner** responded they go into the Affordable Housing fund, which will be discussed on Thursday.

Commissioner Robuck wanted to know with the Library fund if the City Manager could touch on the capital line items of this budget. **CM Minner** pointed out that they are proposing a shade structure for the pavilion area on the northside entry of the Library. It would be for Library program's and where the meeting room partition is now there is going to the entry on the southside off Main Street. **Commissioner Robuck** asked with this shade is that a gated area or is it all open. **CM Minner** stated it is all open. **Commissioner Robuck** pointed out that is a concern because it will be a magnet for the homeless**.** **Mayor Christian** inquired if that is going to be on the backside where we have the Annie Oakley statute. **CM Minner** replied yes. **Commissioner Robuck** remarked that he does not see the need for a shade structure there because we have a

giant library that is air conditioned. There is plenty of room inside and for seventy-five thousand dollars this does not sound like a good use of money. **Commissioner Pederson** said he is not clear on what they are looking to do at the Library. **Library Director (LD) Lucy Gangone** stated on the back there is a shade structure with different pavilions and canopies, it also has a beautiful amphitheater. During COVID they started providing programming in that amphitheater, it was very successful, the community loved it, but it got very hot. They thought if they had a shade structure and some lighting they could start using that area for the Library and other types of programming. **Mayor Christian** asked if that area could be fenced off. **LD Gangone** answered it is fenced in around the children's garden back area. **Mayor Christian** pointed out that what Commissioner Robuck is concerned with is when you want to use this area you will have these people there and when you ask them to leave they may not leave. You will be trying to do a program and you will have to tell these people who are not there for that programming to leave. They are just there because it is a cooler shaded place and that is a concern. **Commissioner Connell** agrees, he could not support this unless it was secured and only opened when it was being used. We do not need another place for the congregation of homeless to hangout. **Mayor Christian** asked if it would be fenced off. **Public Works Director (PWD) Cliff Kelsey** said yes. **Mayor Christian** remarked that he liked the idea of an outdoor amphitheater, especially when talking about Market Street. This could provide another opportunity for the community if we went with that concept and this could go right down to the Library. If we are able to fence that off we could have some type of control and have some outside lighting, a shade structure, and possibly with some speakers we could have some entertainment for our children through the Library. If they could provide some pictures of what that would look like that may assist as well. He is not opposed to this, but it should be secured because it will lend itself to negativity. **CM Minner** mentioned they will bring back some concepts and with the homeless issue they will fence that off. **Commissioner Robuck** asked what the drive-thru window was for. **CM Minner** answered that was a COVID related service where they collected books that were issued physically outside. This would be an add-on where we could provide that service on a perpetual basis instead of standing outside. We would have an extension of a window where they could just drive-up. **Commissioner Robuck** commented with COVID being pretty much done he does not know why we would need to spend thirty thousand dollars on a drive-up window, it would be better for people to park and get out. It would allow people to walk around the downtown. **Mayor Christian** wanted to know how many people actually utilized this service. **LD Gangone** stated over the last year and during COVID they served a thousand people curbside. They also did a survey where they asked those people if they wanted them to continue this curbside service and they replied yes because they loved it and if it is raining they can just drive up and drop off materials. **Commissioner Robuck** expressed he understands that during COVID, but if you ask anyone for additional benefits they are going to say yes. Again, we have this beautiful Library and it would be nice for them to go inside and look around. He prefers them to park and spend some time in the downtown. If we are going to have a drive through Library then it does not need to be this big, and we do not need as many employees. This is not the way he envisioned the Library moving and it is good for Leesburg. **Mayor Christian** asked the Library Director if she could bring examples from other libraries that have the drive-up window service. He also mentioned that she needs to think about what she prefers, a drive-up window or a fence with the shade structure, because when you tell us its thirty-two thousand for a drive through window you might not get the shady structure due to the concerns of the Commission, but do we take that thirty-two thousand and put a fence around the shade structure.

Mayor Christian then inquired with Recreation on the box blade laser is that something that can make the field in perfect shape condition. **CM Minner** said yes. **Commissioner Robuck** asked what the contract service increase was for because it is up over a hundred grand. **CM Minner** stated that is a new concept, it is for the Allison Strange agreement, and PFX sports. She approached the city along with Lake One Hundred with different ideas on how to bring more sporting activities to Leesburg. In essence, this would be a contract that would bring PFX Sports as a partnership alternative instead of activities like the Bikefest and those type of things. It would be more recreation centric; baseball tournaments, sailing, fishing, volleyball and other types of concepts that would fit Leesburg and our recreation services. Her contract would be quid pro quo where if she brings in an event and we have a great turn out and she meets the requirements in the contract, then PFX would get an "x" amount of money per event. We have made an allocation in the contract which we believe could be funded. We also provided for grant funding because this is an American Recovery expense promotion that could get tied back to COVID and leisure services; which is potentially an eligible expense. He is not one hundred percent convinced of that, but he is convinced enough that we put it in the budget to see if this is an expense to expand recreational programming. **Mayor Christian** questioned with that hundred-thousand-dollar marketing are we putting that money aside so if the marketing company comes to us and says we just landed the Big10 Softball and its coming to Leesburg. She would then get an "x" amount of dollars out of that hundred thousand dollars and we are not just writing a check for a hundred thousand dollars and this is tied to performance. **CM Minner** replied, yes that is correct. **Commissioner Connell** asked if that contract breaks down into percentages. **CM Minner** said yes, the contract is still in draft format and if they like this he could present it to them at the next meeting. **Commissioner Robuck** stated he is open to the idea, but has a lot of questions that cannot be answered without seeing that contract. **Commissioner Connell** said about two months ago we talked about putting some significant improvements out at Pat Thomas, where is that money. **CM Minner** replied that money is in capital and the amount proposed is three hundred thousand dollars. **BM McDaniel** stated that line item will be discussed at the next meeting. **Commissioner Connell** asked if we received a hard number on the painting. **CM Minner** answered it was about a hundred and fifty thousand and then more stuff was added to it, so it is roughed out at three hundred thousand dollars. **Commissioner Connell** commented that he was just wondering where it was proposed in the budget. **Commissioner Robuck** questioned under operating supplies, they have a hundred and fifty-eight thousand and that is up about seventy thousand dollars. **CM Minner** replied that is to improve the field maintenance numbers to accommodate the NCAA's activities and they also increased some TDC dollars. **Commissioner Robuck** commented over the last four years we have increased the recreational funding almost thirty percent; which is a lot, it is well worth it and we are getting a lot of great feedback on this department, but we are certainly investing a lot of money. With the marina wet slips, they are at one hundred percent every year so we need to look at significantly increasing the rent on the wet slips. The dry slips are around ninety percent, which is where they should be, but he would like to see a ten to twenty percent increase on the wet slips because they are not turning.

Mayor Christian mentioned with the trail behind the gymnasium going towards Popeye's there is a lot of wooded area owned by the City, which goes up to the retention pond that people use. It was cleaned it out and cut a few years ago; however, we need to take a very strong look at clearing out some of that land. If you are on Chester Street

there are trees that actually approach the road and you cannot see the utility poles or the electric panels because the brush is so overgrown. He wondered if we could set some dollars aside for public works, even if it took a few days, they could go out and clear that brush so it is not so dark and it will not lend itself to negative activities behind that trail going up to Chester Street. The trees there are so overgrown and they are actually in the road and it creates a dangerous spot especially when making a right turn on to Chester Street. **CM Minner** assured them that he will get with the Director of Public Works and the Director of Recreation to see where they could add money or squeeze it from to get that done this year. **Mayor Christian** added that he would also like them to look at the retention pond and some paths for recreation along with some benches or walking paths. We could look at adding some exercise equipment because this is a very nice pond that leads up to the that trail and it could be used for exercise at a very minimal cost. We could create a very nice path and recreational area. **Commissioner Robuck** pointed out that if there are utility poles it sounds like an electrical expense. **Commissioner Connell** wanted to clarify that Commissioner Robuck was asking to increase the wet storage by ten percent. **Commissioner Robuck** replied that he was asking to look at a rate increase and he would like to see what the actual prices are on the wet storage. **Commissioner Connell** said if we are going to look at increasing something he would like to have a comparison chart to make sure we are not pricing ourselves out of the market or gouging our citizens. He asked the City Manager to put something together and bring back so they could see where they are now and what everyone else is charging.

CIVIC FUNDING

CM Minner stated this fund has gone down and up significantly due to COVID and with where we contributed to the organizations a little differently. This budget assumes solid waste and it pays for all the civic funding programs. We spend about a hundred and eighty-two thousand dollars on civic funding. The levels that are proposed for fiscal year twenty-two basically returns all organizations and helps get them back to pre-COVID funding levels.

Leesburg Partnership	$38,710
Leesburg Art Festival	$10,670
Boys and Girls Club	$5,000
Leesburg Area Chamber of Commerce	$5,000
Community Development Corporation	$3,880
Melon Patch Players Community Theater	$5,500
Leesburg High School Band	$1,455
Cemetery	$111,760

Commissioner Robuck remarked that he is good with these numbers, but he would like an email from the Partnership with updates on where everything is including the changes and event dates. **Mayor Christian** stated if we are going to do civic funding, can we tie that into Channel 22 and Lakefront to promote some of the events that the nonprofits do. For instance, with Melon Patch when they play could we create a commercial to help advertise that like we do with the Black Heritage Festival or can we do anything with the Boys and Girls Club because they are our partners. He would like to see us create a thirty or sixty second commercial on what they do and put it up on the city's website and maybe they could use it for their own personal advertisement. It could help these nonprofits tie in what the city does for them as a partner because sometimes we do not get the benefit of assisting nonprofits in their successes. **Commissioner Pederson**

commented that he remembers a discussion on the cemetery about a year ago where it was supposed to be a one-time bump for some big cleanup fees that is jumping out at him and because of that alone, is over half the money. **BM McDaniel** answered that it was eighty-seven thousand six hundred until the 2011-12 fiscal year and then it went to ninety-one six thousand hundred and that stayed in effect until 2020 when it went to one eleven seven-sixty. **Commissioner Pederson** said that is fine, but he thought it was a big bump for a one-time cleanup fee. **Commissioner Robuck** commented for twenty thousand dollars a year maybe they could bring an updated description of what they are doing, a checklist or something, so we can see what they are doing. It is his understanding that if they quit we have to take over the entire cemetery, so it would be good to ask questions on what that money is used for. **Commissioner Pederson** remarked that they were really quick at straighten him out the last time this was brought up and that explanation right there summed it up. **Mayor Christian** pointed out that we have two cemeteries and one is already completely full, so we would just be mowing and maintaining that one.

ADJOURN:

The meeting adjourned at 7:32 p.m.

_____
John Christian, Mayor

ATTEST:

_____
J. Andi Purvis
City Clerk

MINUTES OF THE CITY OF LEESBURG COMMISSION
BUDGET WORKSHOP
VENETIAN CENTER, 1 DOZIER COURT
THURSDAY, JULY 8, 2021

The City of Leesburg Commission held a Budget Workshop Thursday, July 8, 2021 at the Venetian Center. Mayor John Christian called the meeting to order at 5:32 p.m. with the following members present:

Commissioner Jimmy Burry (by Audio)
Commissioner Jay Connell
Commissioner Dan Robuck
Mayor ProTem Mike Pederson
Mayor John Christian

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

Commissioner Pederson gave the invocation followed by the Pledge of Allegiance to the Flag of the United States of America.

BUDGET PRESENTATION

Special Revenue Funds: Greater Leesburg CRA, Carver heights/Montclair Area CRA, US Highway 441/27 CRA, Discretionary Sales Tax, Gas Tax Building Permits Fund and **Housing Assistance**
Debt Service
Capital Projects Fund
Enterprise Funds: Electric/Gas

SPECIAL REVENUE FUNDS

Greater Leesburg CRA

CM Minner stated this fund is known as the downtown CRA. We did have a big drop from six hundred and fifteen thousand to seventy-two thousand because of the capital improvement projects for the master plan and we paid out some cash to help the Partnership. We also paid for the design plans for Pine and Market Streets out of that cash, so we are sitting on about a hundred thousand dollars. We are currently showing about a hundred and ninety thousand dollars difference because we brought over some cash last year to get some projects done. Less the cash issues, this CRA fund looks the same.

So, where are we spending that money. Half the money that comes in goes out to the CDC; pursuant to the decree from the nineties. The other half gets spent three different ways; it goes to debt services, which was the debt we issued at one point three million dollars to do the gateway project. We are in year five of that ten-year note. We put seventy-five thousand back in to replenish the façade, sign and landscape housing grant and we spent the remaining monies about two months ago and that funded cycle number four. He continues to receive calls from different businesses who want to upgrade. He has been encouraging them to watch for when those allocations have been approved to start applying; so that when it is approved we can start the FSL Grant applications again and get those approved for the FY 22 cycle. We also put about ninety-five thousand

dollars back into the bank. **Mayor Christian** inquired how many businesses we helped with the seventy-five thousand dollars. **CM Minner** estimated it was about five to six different businesses in the downtown during the past cycle. **Commissioner Pederson** asked if this was the sign grants or the housing grants. **CM Minner** replied both. The downtown CRA does not fund a lot of housing because there is not a lot of housing, so most of the money does go towards signs and facades for businesses. **Commissioner Robuck** questioned with the seventy-five thousand for projected cash was that before the ninety-four thousand that we are going to add back this year. **CM Minner** remarked that ninety-four is the cash number they project to receive this year, but it should be closer to two hundred.

Carver Heights CRA

CM Minner said there has been positive growth here, sitting on about four hundred thousand in cash. With spending the money, we divided the Carver Heights/Montclair CRA into two areas; the typical miscellaneous stuff and the Resource Center. The revenue is actually up about eighty-eight thousand for the tiff this year. The general operating of sixty thousand is for housing reimbursement, insurance, and those services that help people with house funding and insurance dollars. The next ninety-six thousand dollars in debt service was borrowed from the electric fund and was funded to build the Resource Center. With other uses; one hundred and seventy-six thousand is the reserves and he recommends that be put in a pot for any type of over runs that may happen at the Teen Center along with grants and aids in the Carver Heights/Montclair CRA. **Mayor Christian** asked how much is left on the Debt Service for the Resource Center. **CM Minner** answered we borrowed a million dollars and we are in year four, so he believes we owe about seven hundred and fifty thousand. **Commissioner Robuck** stated it looks like we are going to a hundred thousand on façade landscaping, which we had zero at every other year, are we getting a lot of demand for that grant program. **CM Minner** replied yes, he believes this is the second cycle of a hundred thousand from a couple years ago and that is because it took us a few to spend and now we are coming back for a second cycle. **Commissioner Robuck** added that he is okay with that, but the cash reserve just keeps getting bigger and we are not supposed to be doing that in a CRA. He thinks we need to start having more meetings to figure out what we are going to do with that money. Is there a project the community would like to see tackled because it should not be sitting there? He also does not believe the Teen Center is an appropriate use for that money because that is a citywide benefit. **Mayor Christian** stated if we need to go out and borrow a few million dollars to acquire some blighted properties to try and spur commercial development within the Carver Heights community, because there is a ten-million-dollar bump in the tax revenue base, that is the CRA role. We should borrow as early as possible, pay it with the debt service and spur more development in the neighborhood. He would really like the CRA board to bring projects that the community has identified that could help the Carver Heights/Montclair area grow specifically with commercial development and if we are going to do housing it needs to be good housing within the CRA. He would like to see us grow more than a hundred thousand each year. He would like to see us do a bank note because interest rates are low, lets borrow the money, we have five hundred thousand plus that we can utilize and the growth is strong enough to pay the debt back. He would really like to see us come back before this budget with some projects that we have not already identified.

Dr. Erika Jasper stated she sits on the CRA board and she echoes the same sentiments about the money sitting in the CRA account. She does have some ideas if we do not have

any projects in planning for those funds. She knows there are some problem areas within the Carver Heights/Montclair area that she would love to discuss and resolve. She would like to build some economic development along with some residential. If there are some plans moving forward she would love to discuss those issues. **Mayor Christian** said that we have the CRA board so something could be brought to us on the agenda.

Commissioner Pederson remarked that we talked about borrowing money and he is not against it, but we have four hundred thousand here. He does agree with the comments on the one seventy-six and that should go into the fund, plus the other hundred thousand so right there we are almost up to seven hundred thousand. He is not sure how ambitious we want to go, but with the cash and the money that is being generated, do we really need to borrow. **Mayor Christian** stated that is kind of the makeup of a CRA to borrow first, do the projects and encourage other developments to come. That will increase your tax base and bring more money to pay your debt off faster. Then hopefully we can do it again before the life of the CRA expires. The theme of dealing with a CRA is to do as many projects as possible to see growth happen and eliminate that blight. It encourages us to spend money so the tax base goes up; so instead of us just bringing in five hundred thousand next year we could bring in six or seven hundred thousand and pay off that debt faster. **Commissioner Pederson** stated the reason he perked up was the debt on the Resource Center it is almost a million dollars. **Commissioner Robuck** said that is a good point about the debt and historically that is what got the city into trouble a really long time ago. **CM Minner** replied that in his opinion he feels it justifies why they see this conservative approach to all three of the CRA's. First, with the debt on the Resource Center, it was issued in 2019; it was a fifteen year note from the electric fund at a one point five interest rate and it is scheduled to retire in 2033. The current balance on that is nine hundred and fifty thousand dollars. The Carver Heights CRA is scheduled to retire in 2045. With a budgeting approach and why these CRA's have cash, eight years ago the CRA's did not have cash and they were extremely slow growing; so, not only did they not have cash the 441 CRA had a huge ten-million-dollar deficit because we started a CRA in a great balloon year and we thought it was going to generate five to six million dollars a year so in. So, we went out and borrowed ten million dollars and the day after we signed the note the economy blew up and the increment on the 441 CRA dropped in the hole and we had to use gas funds to finance stuff and build bridges. If you go back to when we started in 2013-2014 the budget presentation was to keep that bullet from sinking the general fund and we did a lot of different things to prop up the 441 CRA. He thinks we were one of the only CRA's in the State that found that line that gave us how we talked the County into recalibrating the baseline. We did that and now we are seeing growth and this is a good problem to have with having too much cash in a CRA. That is a reasonable statement, but we have not seen anything yet, plus remember five years ago we would not have said that.

Highway 441/27 CRA

CM Minner said this fund is sitting on one point nine million dollars of unrestricted cash. They also have six hundred thousand dollars in reserves cash for a bond covenant. There is another three hundred thousand dollars that may come from FY 22. Remember our plan has been that we cannot let this affect the general fund because when the CRA goes upside down and we issue bonds on the general taxing power of the city this is the one that has bailed it out. That means that the general fund has to raise funds to pay the debt on a CRA.

His advice for the last several years has been to reschedule things we need to keep the powder dry. We are going to hit the first balloon note in a couple years and we went from a hundred-thousand-dollar payment in years one and two to now paying the full freight on our debt, which is nine hundred thousand. We took the conservative approach so we could pay the debt in the 441 CRA, we recalibrated the base year and based on the last two to three years and, if we stay at the five percent increments of growth, this CRA is going to be able to handle the debt and we will have cash leftover. Before getting into the numbers he advised to stay the course, do not do anything crazy, make sure this chart that we programmed three to four years ago stays working, then maybe FY 23-24 we can spend that cash because we have seen the growth. We can also go back to some of the controversial things we did with the mall. We can prop up the mall with the FSL grant. We can prop up the mall with the Cares Act because the mall is a significant number in that ad valorem base that feeds this fund. If the mall goes dark this number goes down and our ability to pay the note goes down. That is how important the mall is to our financial situation and that is why those subsidies to the mall are really important.

Last year, we had one point two million dollars in revenue from the 441/27 CRA and this year we are up a little over one point four million dollars. Where do we spend it, we have a little bit of operating to deal with and then there is the debt. That is the debt on the note, half a million dollars which is the last balloon payment, then we are paying full freight, that nine hundred thousand dollars. We will have that number until 2036, so a million dollars a year has to come out of this fund to retire that debt. With grants and aids, that is to redo the façade sign, landscape and housings. After that we pay the debt and throw a little money at the façade sign landscape to continue our beautification issues and that leaves us with three thirty-six left. That will go along with our plan to keep the expenses down to vent the cash to make sure we can cover the debt. At the end of 2022 we would be looking at about three million dollars in this fund. When the time comes, and if we stay at about the five percent growth, by 2024 we should be sitting on some other cash here. At that time, we may want to look at some major projects or paying down and refinancing that debt.

Commissioner Pederson asked what the interest rate is on that debt. **CM Minner** answered two-point five percent, which is not crazy. **Commissioner Robuck** added that those are all good points with the issuance of the CRA and when it was borrowed that was the bigger problem it is not how they managed it, but it was that we would even borrow money on a negative tiff. They borrowed more money to where the payments were more than what the CRA was even generating at the time, which is absolutely insane. **CM Minner** commented that it blew up because it was right at the peak and then the market fell out. **Commissioner Robuck** said if we look at the CRA, the whole point is with Carver Heights if we are generating a hundred and seventy-six in annual money and we find a good project we cannot borrow to where our payments are a hundred and seventy-six thousand dollars a year. We can borrow in payments of a hundred thousand a year and he may be comfortable with that because even if things turned down we have a large buffer plus the cash. We could probably borrow a million and a half dollars and still be okay. **CM Minner** pointed out that he is overly conservative and that is following the lead of the Commission and with the "pay as you go" process. The Carver Heights/Montclair CRA has been a steady performer, but as long as things stay okay he thinks within the next year or so we could take a look back at the 441/27 CRA and recalibrate it. He does not know if he is quite ready to do that yet. **Mayor Christian** said for him going back to Carver Heights/Montclair CRA and the 441/27 CRA when we

borrowed that money it was to move utility lines underground. That was against his best wishes because he thought we should have gone out and bought some of those hotels down on 27, and if we had those hotels we could have sold them and then we would not be in such a big issue with debt. With Carver Heights if we are buying property, building facilities and the market crashes and you have debt, you could sell the property and eliminate the debts and you would not have this issue. Of course, it is hard to do when you have to bury utility lines. You cannot sell anything off and you are stuck with the problem, but that does not mean you have to go and borrow fourteen million dollars if you have a debt service. If you borrow an "x" amount of dollars, you can still be conservative and we are not doing a hundred-thousand-dollar project. This is not moving the needle or encouraging anyone to say let me go out and redevelop this community and that is what a CRA is supposed to do. If we are only going to spend a hundred thousand dollars a year we are not going to eliminate much blight. If we are giving fifty-thousand-dollar housing grants we are doing five houses a year. In five years, we may have done twenty-five houses in a community and that is not going to spur much development. We need to be serious about eliminating blight as we did in the downtown CRA when we borrowed one point plus million dollars to do some brick pavers. He does not think we should have to be crazy in borrowing a bunch of money, but the tenner and toner of a CRA is to do just that. The pay as you go is like saying I am just going to keep taking my paycheck until I have enough money to buy a house. I am going to be homeless until thirty years from now when I have enough to buy a house. We have to be conservative, but at the same time we have to be bold, if we are going to eliminate blight in these communities, and we have enough cash, we can put some of that money aside and borrow enough money to do some of these projects that we can be proud of. We could look at Thomas Road or Beecher Street some of these main corridors coming into the community. There is a lot of development going on off Thomas Road and we should capitalize on it while the growth is happening within our community. **CM Minner** replied that before we wrap this up in September we will come back on the Carver Heights CRA with some different concepts. **Mayor Christian** asked with the grants and aids it went from fifty thousand to a hundred and forty-two thousand; is that because they have a lot of demand for that. **CM Minner** replied yes, we have a lot of demand for the FSL landscape grants.

Discretionary Sales Tax

CM Minner stated last year we cut the discretionary sales tax due to COVID. This year we are looking to put the budget back that represents the typical discretionary sales tax dollars of just under two point three. We are recommending this transfer to the general fund for leases seven hundred and twenty-five of debt service issues two sixty to transfer over to the fund a million dollars and transfer to eligible capital projects at three hundred.

Gas Tax

CM Minner mentioned with Gas Tax we were worried with the reduction for COVID, so we brought those numbers back and actually ended up with a little over half a million. We used some fund balance money to finish off some projects. This year it is a real conservative estimate, but we had a little change in priorities to help the general fund by using a little of the gas dollars to fund eligible maintenance projects and a transfer for asphalt resurfacing. History has been for qualifying maintenance projects and resurfacing, so we moved the percentage around. We should see tax revenues grow and we will revisit the maintenance portion and shift that back to resurfacing dollars. In the

out years, and we can bump this number backup providing the growth in numbers, and the outcome looks good.

Building Fund

CM Minner stated the building fund looks extremely well. They are very busy and it almost looks like 2005 all over again. In March, we hit the most permits ever issued, both out of the Building and Planning and Zoning Departments and they have not slowed down since. With a surplus of cash that needs to get back, the policy of the Commission is that it goes in the form of a reduction to permits and this will help continue the encouragement of development. We cut twenty five percent of rates and then we went back and cut another fifty percent of rates and each time we did that we said we had to leak this money back and this is where our reserve requirement is going to be. We said we will see what growth does and how it goes. If the out years of the projection goes well and will leak down our cash, when we get to years 24/25 we can revisit the fees. We need to stabilize to get back on the curve to ride it out and we agreed with that philosophy. When we did this, we thought we were going to be way below the two-million-dollar mark at the end of FY 21. We thought that we would be below that two million and our projection is still a little high because some of the new positions have not hit the bank account yet and as we get into the last quarter of the year that number will come down some.

Building is coming along and doing well with bringing in about one point four million dollars with a fifty percent reduction in fees. We are up about half a million dollars in fees, so that tells you they are cranking out some permits. Now, where are we spending the money, most of it is all personnel and operation. The capital is not in there and we did that in out years where we upgraded the folks with new technologies and online stuff, which IT is still working on. Their goal is to have that up and running by October 1st. **Commissioner Connell** asked with operating expenses they increased that significantly and looking at the repair and maintenance that went from five thousand to ninety-five thousand. **CM Minner** responded that is for improvement of walls, offices and workspace. **Commissioner Connell** inquired if that was not just reconfigured a few years ago. **CM Minner** replied that was reconfigured with some partitions, but more needs to be done and with additional staff coming in we need to add room for them. They are also adding hot water to the building, which is something they have never had before, and with COVID they were never able to wash their hands with warm water. **Commissioner Connell** asked with repair and maintenance equipment that went from eleven thousand to a hundred and two thousand. **CM Minner** replied that would be for the software and maintenance on the new software for the automated billing and permitting. **Commissioner Connell** wanted to know if that is going to be an annual fee or a one-time fee. **CM Minner** answered that is going to be an annual fee, but the first couple of years is higher because it is a new system and a lot of new people using it, but once we get it worked out it will drop down to about fifty thousand a year. **Commissioner Connell** questioned with the furniture it was thirty-five thousand last year and now it is twenty thousand so that is fifty-five thousand dollars in furniture over two years. **CM Minner** said they bought a couple desks last year, but a lot of that money was transferred over because they were unable to do everything they wanted to do, so they actually dropped that. **Commissioner Pederson** said he realizes the building money is restricted, but with planning and zoning is there any way to put them together. **CM Minner** stated he wished they could; but no.

Housing Fund

CM Minner remarked this fund takes care of the Simmons Apartments. The costs in and out, along with rent and those sorts of things. **Mayor Christian** explained that it looks like we have two hundred and fifty thousand dollars in cash reserves in the Housing Department. He knows we talk about this with Mispah Simmons because the residents there have very low incomes and what we have talked about throughout the year is getting people to be able to become homeowners, but with Mispah Simmons' income restrictions that really does not allow people to move from there and become homeowners because of those income restrictions that are placed on us. He recommends that we take our reserve, buy or build some rental units, manage them for higher income people who may not qualify for the Simmons Apartments who maybe be closer to homeownership. Out of two hundred and fifty he is sure with prices now that we could build a nice duplex for a family and transition them from rental housing to homeownership. Living in the Mispah Simmons apartments on Section 8 is not going to qualify or get a person to homeownership. We are using those funds to rack up two fifty plus then we are paying for an administrative assistant that does not sound like we are fulfilling the housing mission. The housing mission is to get people to become homeowners and we should become more proactive and control our own customers and get them ready. He would like to know what the plans is with the money for the Housing Assistance because we have people paying rent at the Mispah Simmons apartments which should be growing. **Commissioner Robuck** agrees with the Mayor that we need a program because we have people in this apartment complex that we cannot move out. We have given all this property to Homes in Partnership who have done work with Habitat, but the people renting in this apartment complex cannot qualify for those types of programs because their income is too low and he does not know if two fifty will even get it done. **CM Minner** pointed out that we are in a pickle with the county and we are actively working to figure it out. The problem we have at the Mispah Simmons Apartment is that the building has twelve units and we also used County funds and that came with a caveat that we have to house very low-income people at a very low LMI. As the Mayor explained, when this apartment complex was built the concept was to have moderately low-income people to bridge the gap so they could graduate from apartment complex living into housing living. However, because we took the county's money the number of units split to six and six so, now we have six LMI and six LLMI and we now have issues keeping that filled. The County calls and says they will not pay their rent money for the people they think may be moderately low LMI and that in turn has made it hard for us to keep that complex full. We had conversations with the County where we redefined the very low LLMI number from six to three and the County approved it. They took it to Jacksonville; which is their Federal office, but we have not received a response. Our belief is this problem will be cleared up and the Housing Director has been directed to get those apartments leased out to the folks we want them leased out too. In the interim we have had typical landlord issues with repairs that did not make it in on the reserve. He suggested that until we get this squared away and we get those twelve units filled, we do not mess with this.

HD Thomas stated that the County tried to get HUD to agree to the six-six split, but it does not appear that it will work it out. We will still have to work with the very low and extremely low population. That whole complex will be populated with the very low and extremely low residents. **Mayor Christian** asked what timeframe we are looking at before we get a final answer from HUD. **HD Thomas** answered that they met with the previous County manager last fall and they have not received an answer. **Mayor**

Christian suggested they revisit this in a few months. **CM Minner** suggested for the purpose of the budget that we continue working on this issue with the County. **Commissioner Robuck** inquired if something like this could potentially be part of a CRA project. **CM Minner** answered that housing is an issue and that it is in the Carver Heights/Montclair CRA master plan. **Commissioner Robuck** remarked that it may not be the best project, but this is something to keep in mind. **Mayor Christian** stated for Carver Heights he would prefer commercial. Dr. Jasper lives over by the Elks Club and he is sure she has some other more aggressive approaches, but commercial and economic development is a high priority. **Commissioner Robuck** wanted to know under professional services, what is the fifteen thousand dollars for. **CM Minner** replied that he is unsure he would have to get back to them on that. **Commissioner Pederson** stated when looking at Carver Heights he understands spending money to beautifying it, but he would rather give grant money to a business for cleanup of their property and improving that versus building fancy arches and gateways. He thinks as a business owner they would appreciate us giving them money to improve their buildings and cleaning up blight. He just does not see fancy arches and gateways as a way to resolving Carver Heights. **Commissioner Jasper** stated she lives in the neighborhood so any combination of residential and commercial is number one priority. Secondly, beautification would come and those are her goals. **Commissioner Pederson** pointed out for the record that he was against the arches and fancy gateways at Canal and Dixie.

Debt Services

CM Minner stated this fund essentially shifts monies around to pay for debt. The body cameras for the police officers will come out of this fund. **Commissioner Pederson** pointed out that he could find better ways to spend that money.

Capital Improvement Projects

CM Minner stated these projects are all ongoing and almost done. The Teen Center was funded at two point nine six million dollars. The Market Street design, which includes Pine Street, was funded at three hundred and forty thousand dollars and we will bring those drafts back in August. We had a slight delay since our first public concept due to surveying issues; they had to go back out into the fields and do some additional surveying. The City Hall elevator is in here and that is scheduled to be completed around the end of August. Once the elevator is completed that maybe the time we talk about reconvening back at City Hall. The Venetian Garden docks should be moving forward soon and we had one point four million budgeted for that, but it looks like that project will be more like a million to complete and the timeframe on that with materials will become available the beginning of August. The contractors have other projects so they will not be able to begin now until late August with about a hundred and twenty days to complete the project. We were able to fund that with a lot of various sources and save our cash, so we are right around a million-dollars. We should see about around four hundred thousand come back to us when that is completed. **Mayor Christian** asked with the general fund, and that four hundred thousand dollars, if it is not spent it will go back to the general fund. **CM Minner** answered yes and with the Venetian signs, this has popped up a few times, and we held on to this discussion because we tried to blend it into an overall Dixie/Canal Gateway, but it was decided not to prioritize. We are left with what type of sign we want to put out at Canal for the new Dozier Court and we have a hundred and seventeen thousand dollars to do that. This is probably one of the only projects that still sits in limbo. The Aquatic facility is five point four million and we are hanging in budget wise, the last timeframe was Labor Day, and we are still hoping to get

it done on time. **Mayor Christian** mentioned that he spoke with the City Manager today and he wondered if he spoke with the crew about the interest off Childs Street. **CM Minner** remarked that we are getting some significant flooding there and long-term, when we do the Pine Street rehabilitation, that design and considering the historical flooding problems plus the stuff getting exacerbated by the pool project along with plugging some stuff up. Based on that conversation they went out, pumped the water, and they are going to flush and clean the lines. They chastised the contractor to do better, keep the water on that site, and to be more vigilant. He expressed his concern and apologized to the business owners and once the project is done it will be better than ever before. Hopefully this is the last of the pain before we have a corridor that we are proud of. **Mayor Christian** asked what the hold is on the sign. **CM Minner** responded that it is getting caught up with some of the other projects and whether or not we build something out there. If everyone wants to move forward with putting a sign out front we have a hundred and seventeen thousand to do that. **Commissioner Connell** remarked that he would support a digital sign so it could be used for multiple different purposes. **CM Minner** said if signage gets the project done they will get it completed and that is one of the items they wanted to get clarification on tonight. **Mayor Christian** asked if it is going to cost a hundred and seventeen thousand. **CM Minner** replied with a digital sign it could cost that much. **Commissioner Pederson** remarked that he does struggle with a million dollars for signage at an intersection. He had not even thought about a digital sign and he does not have a strong feeling for it. He has seen them in Umatilla and other City Halls and Community buildings, but if we need a sign he is okay with it. He cannot see spending a million dollars on a sign. The Aquatic Center numbers continue to grow, with these new numbers have we bought all the land and if so does this number reflect everything including Canal Street. **CM Minner** said yes, it includes that little corner that he was wanting to acquire. **Commissioner Robuck** asked if it included the ones we are doing the eminent domain on. **Commissioner Pederson** added there was also a notch and the houses to the north**.** **CM Minner** said he wanted to go back and double check the notch. **Commissioner Robuck** said the notch should be in it, but the houses to the north should not because we do not even know the number yet and we are still in the lawsuit. **CM Minner** wanted to go back and clarify that. We had the CAC issue that should be in there and that one was solved. There was the one on the corner of Pine Street and Canal and we had seven lots on Magnolia including apartments; five of them we purchased for three hundred and fifty thousand. That should be done, but if it is not in that number we have it hidden some where else. It was paid for from somewhere else but he could get them the exact breakdown and find where it was paid from and the notch where we paid fifty thousand. We have the CAC/CDC corner taken care of and that was a check, no money was shifted on that. The five Magnolia apartments was about three hundred and fifty and we have five of the seven, and those are paid for. The notch we paid fifty for and then we used interest monies for what is hanging out there. That would pay for that and that is the only expense left, which is the heartbeat of the question. We do have the eminent domain lawsuit, so we will have an exposure there and that could be anywhere between hundred and fifty to three hundred. **Commissioner Pederson** asked if that figure was in this budget number or if that is going to continue to grow. **CM Minner** said it is not in this budget and we will have to go find a buck fifty to three hundred. We still have some interest money and doc money. With proposed projects, we have road resurfacing and that would be a hundred thousand dollars from gas taxes.

RAILS TO TRAILS

CM Minner said the Rails to Trails first started at five hundred thousand and the Gardenia Trail and another one was pulled out of that, so the PD&E Study on that is three seventy-five fundable and we are seeing a mix of recreational impact fees. We believe this is going to be a project that is eligible for the American Recovery Act Program. **Commissioner Connell** asked with the recreational and the grant if we find out the grant will not cover this will it come back to the commission for approval with different money before moving forward. **CM Minner** answered yes. **Commissioner Pederson** stated that money will be spent pretty quickly, so he believes it will need to be approved. **CM Minner** remarked that we would be approving the allocations of the monies through the budget process. **Commissioner Connell** wanted to know if we had three hundred and seventy-five thousand dollars total with the combination of impact fees and grants or if we had to wait to find out about the grant money. If we find that there is not enough money then this would have to come back for the difference in order to move forward or would they just pull funds from somewhere else. **CM Minner** answered at that level of expenditures it will require an RFP to seek a consultant for design and they will have to put together the PD&E study, so they would approve the allocation and the next step would be the PD&E. Through that process we would figure out if the allocations will work for the project with Recovery Act monies and before it is signed off on, it will be back before the Commission. **Commissioner Connell** wanted to confirm at that point they would know exactly how much money is secured through the grant versus what we would have to pay. **CM Minner** said yes, at that time we would know exactly how much the PD&E is going to cost and we will know how to fund it.

With Marina slips, we discussed expanding the Marina a couple years ago, but we never shifted the money around. We still have two hundred and fifty thousand left, so we are going back to revisit the Marina slips expansion. We are putting another two fifty into it so we are back to the original half a million-dollar allocation to expand the wet slips at the marina.

The Sleepy Hollow grandstands is another way for us to promote the success we had and follow-up on the on the NCAA Tournaments. It allows us to continue to entice them to come and that is four hundred thousand. We have this program with some impact fees and we hope to receive some TDC dollars along with some DST money.

We also have the Pat Thomas field and this afternoon we received an estimate for about four hundred thousand dollars, which is based on the discussions we had and that should give it a really nice facelift. DST and transfers from the Solid Waste fund will cover this expense and that is how we bridged the gap in figures now that it came back at four hundred thousand with the changes. The only thing we could think of was to cut the Library projects in question. **Commissioner Connell** said when we first started talking about painting and cleaning up the inside with additional monies, it was mentioned that we were looking at about a hundred and seventy-five thousand, is there a list of what all is being done? **CM Minner** reported that the first direction given was to look at colors and concepts of what to paint and the cost of that was fifty thousand dollars. Then we looked at doing the beams, pressure washing, cleanup of the railings, fixing and checking structural issues and that was a hundred and seventy-five. At that meeting we had discussions on the concession stand being painted along with a few other things. **Recreation Director (RD) Travis Rima** remarked that at that meeting we added fortifying the ceiling in the press box, replacing the chain-link fence in front of the

stadium and matching the fence along Dixie, running power to the shed (that was installed this last year near the concession stand), adding exhaust fans or cooling ventilation to the concession stand and bathrooms, fixing and/or replacing the LED lights, replacing the existing fans or adding fans in the grandstands and at the third base bleachers taking the existing railing out and putting in higher railings and installing steps at each of the handrails because there are no steps now. **Commissioner Connell** stated he is good with this he just wanted to know how we came up with that number and what improvements were calculated in. **Commissioner Robuck** remarked that he is a bit skeptical of the fence because if they are trying to match the fence on Dixie that is every bit of ten-feet and that is about twenty-five thousand dollars. He would like to see a number for that fence. **Mayor Christian** added that he is for this renovation because this could be a multi-use facility and he would request that we have a speaker system inside the stadium so when other groups use the facility that speaker system works. He would be happy to replace that exterior fence with a speaker system so when someone is having an outdoor event or even baseball you can hear with clarity and the sound is of equality. **Commissioner Pederson** commented that he is confused on the type of fencing, is this the same decorative fencing that is currently out at the ballfield. **Commissioner Robuck** replied that it is the fence that runs along Dixie that has brick columns with wrought iron. **CM Minner** explained when he first started back in December of 2013, when you drove down Dixie looking towards the lake they decided to invest in this corridor because it this corridor represented the Lakefront City. We were so excited about that project and it kicked off of the Venetian Gardens project. That was a two phased project, where we took out a wooden fence along Ski Beach and put in a really nice new fence. However, he must have over stretched it because when he asked the Commission to do the same at the Newall Hill project, after making the corridor look nice with the landscaping and underground electrical, Commissioner Dennison argued over five-thousand-dollar Date Palms and the Commission said no. If we are going to do this project we need to do it right because every day when he crosses that intersection he sees how we never finished that project. We have chain-link fence over the Grand Canyon, we have chain-link fence right next to Jack's Gas at that intersection, we have these beautiful trees and landscaping and then there is this ugly fence. We went and brought a project to you that was grant funded at a hundred and fifty thousand dollars and we did not do it right, we did not finish the project, and now we have the concept of taking that wrought iron fence and putting it in front of Pat Thomas field where that chain link fence is, we can do it and it would make it look really nice. However, if the Commission does not want us to we will not. **Commissioner Pederson** remarked that he would like to resurrect that Newall Hill project because he made a rookie mistake. He perceived it as a very small area and torpedoed that project and has regretted it ever since. He is the one to blame for that because he got the Commission all twisted up on it. **CM Minner** said he would bring back some ideas on the Newall Hill project. They can revisit it and there may be some areas where they can find some interest money.

Once the Pool project is completed they will revisit the Dabney Pool to shut that down. That project is estimated at about fifty thousand dollars. We are hoping to open another site for a different type of development project.

With the Library, those expenditures were questioned with reasonable concerns so those funds were shifted to Pat Thomas and the Library can be revisited later. However, the shade structure and drive-up window are both COVID related concepts that perpetuate spreading people out with COVID safety type living in the new world. With the new

procedures to keep you safe, he believes these may be eligible items for the American Recovery Act because it continues to provide and enhance a facility that helps with the prevention of COVID. **Mayor Christian** commented on Pine Street with the new pool and the concept of the commercial parking, the CDC requested to have a cut through, which would eliminate all on-street parking on Pine Street, which would adversely affect the businesses on Pine Street. The CDC along with the City submitted a grant to the County for funding and he requested that we have the same kind of consideration as the ARP grant and the County grant. He made some calls to the county commissioners to see if they would assist us, but has not heard back yet. **Commissioner Pederson** remarked that we talked about widening that road and that could be a solution. **CM Minner** said with this in mind and with the American Recovery Act we are looking at two projects that he would love to see done. We need to figure out how to spend the American Recovery Act money that we are slated to receive, which is nine point nine million dollars and that money is scheduled to come in draws of about five million dollars. We do not know when we will receive these draws, but we have to spend it by 2024/2025. Some communities have already received theirs, but they are the larger more urban communities. Staff suggests two projects to potentially fund; one is the Market Street Pedestrian Plaza, but that is questionable on whether we can use these funds for that and the other is the Pine Street Pedestrian Plaza. With Pine Street there would be no question that would qualify for the American Recovery Act funds because it is a transportation network and it also serves a minority community. Part of the American Recovery Act is that it is designed to reinvest in those areas effected by COVID most and minority communities are a highly qualified expense for that. With the concept of cul-de-sacs, wider streets, brick paving, and making sure there is more parking that design number could grow with those concepts. We could potentially knock that project out pretty quick. He hopes come August when the consultants come back with the design concept that we will be able to fund it and construct it. Other possible uses for these monies are the shade structure and outdoor lighting, the Library drive up window, the recreation sports marketing contract, Rails to Trails, the Market Street Pedestrian Plaza, utility billing delinquencies, reuse extensions, and the Susan Street complex.

Mayor Christian asked if he could talk further on Market Street and why he feels it could be an approved option. **CM Minner** replied that it goes back to the community and it is a transportation network. **Mayor Christian** inquired if Susan Street could factor into this being that it connects to US-27. **CM Minner** answered yes, with the Susan Street Sports Complex that goes with the community being affected the most by COVID along with Pine Street. **Mayor Christian** wanted to know if that includes building the road out to US-27. **CM Minner** responded that he believes we could if those were the wishes. **Mayor Christian** stated adding an entryway onto Susan Street off of US-27 would be good. **CM Minner** agreed that the entryway onto Susan Street off of US-27 is a great concept and that it should be an eligible option. **Commissioner Pederson** shares the same sentiments that it would be great to improve Susan Street, but how are we going to spend three-million dollars. Have we tightened up on the utilities and are we back to normal delinquencies. **CM Minner** answered yes, we are back to the normal delinquencies. **Dr. Erika Jasper** wanted to know when people receive notice are we continuing services for them and how does that work with late payments. **CM Minner** replied that we know who has paid and who has not. We take the delinquent late fees that have not been paid and put them in a write-off column. We will issue a grant to the business or resident who has not paid their bill to pay that off and the process starts all over for them. **Commissioner Robuck** wanted to verify that these delinquencies were

only incurred during COVID. **CM Minner** responded yes, but to relieve that debt there is a timeframe related to it. **Commissioner Pederson** asked if we had an approval process for this or if we were approving anyone that was delinquent and writing off their bill. **CM Minner** replied that it is for anyone that we opted to stop cutoffs and late payments, which caused the bills not to be paid and when we turned the switch back on and said pay the bill we started from scratch and we worked out a payment plan. **Commissioner Pederson** inquired if there will be a review before this is completed. **CM Minner** responded that it will be reviewed because before we can do anything we have to put together a grant program that outlines what is eligible. **Commissioner Robuck** stated he would like to see a bigger reuse number because we expanded the reuse and the water system is going to be critical to Leesburg's future growth. He does not know what that will be, but he guesses it will be closer to ten million dollars as opposed to one million dollars and before we start funding programs that are questionable he would like to see it go there. **Commissioner Burry** commented going back to the Susan Street plan he spent twenty years on the Recreation Board and for several years it was a strong desire that we do not have enough surface playing fields for football and soccer teams. The desire from the Recreation Board was to revamp the Susan Street Complex and turn it into a quadplex for surface playing fields whether that be soccer or football so we could have all kinds of sports happening on surface fields at one location. Then we would have Sleepy Hollow with all the softball and baseball entities in one place. That was their idea of what they saw happening at Susan Street in the in future. **Commissioner Pederson** agreed with these comments. **Mayor Christian** stated it does become problematic once you move all sports like baseball to Sleepy Hollow because it is very difficult without an expansive transportation system to get children who do not have adequate transportation to Sleepy Hollow. We have a disapportionate number of African American kids who cannot play baseball because they cannot access it and to move it to Sleepy Hollow does another disservice. To have more football fields, we have a lot of vacant land, and we just talked about the City owned route of trails and how we can take a couple bulldozers to clear the land and create football or soccer fields. We have enough vacant land in the vicinity of Susan Street to accomplish that without tearing down baseball fields that we just paid a couple hundred grand for a few years ago. We can clear land that is already problematic for the community when we start talking about blight, we own property that is blighted, we own property that is overgrown right near the Susan Street complex that is within walking distance. We can have a few bulldozers from Public Works come and alleviate that problem and then we could have some hard surface areas for playing. We could even have a racquetball court. If we are going to look at repurposing Susan Street, we need to knock down a few trees, spend some money, but we do not need to eliminate those baseball fields especially that close to minority neighborhoods. When he was a kid he lived on McCormick Street and he walked to Sleepy Hollow, so he knows from experience how very difficult it is to ride your bicycle from McCormick Street to Sleepy Hollow. He does not agree with this plan and destroying a perfectly good field to create another field makes no sense. **CM Minner** answered staff will continue examining what they can use the money on and when we actually see the money they will revisit this. Just as a precursor, he would do the utility billing delinquencies because that affected everybody in the community and the Pine Street project because that really needs to get done. He would prioritize these two projects and then recalibrate.

Mayor Christian inquired with the shade structure at the Library is the fencing included or are we still working on a number. **CM Minner** said he could not decide on PVC or cast-iron fencing; however, he felt the consensus was to push this and the drive-up

window off because it was deemed the Pat Thomas project was more important. We will not kill the two projects and we will bring back firm numbers. **Commissioner Pederson** stated he felt bad for the Library because it was a great idea until someone brought up the homeless situation. It is sad that it is being torpedoed over our homeless problem. **Commissioner Robuck** said the Library is important, it does offer great services, but we spend almost as much on the Library every year as we do on the entire Recreation Department; there is too much emphasis on the Library. He would rather have a Recreation program and these numbers for the Library have gotten a little crazy over the years. **CM Minner** remarked that the homelessness is an issue that we may want to tackle with some recovery money. That is another group of citizens who were significantly impacted by COVID. We could possibly do a shelter or facility. We could get with the County because they are also receiving Cares Act monies for the homeless. **Commissioner Robuck** suggested that we could find a far corner in an ISBA, buy the property and do a noncontinuous annexation to build a shelter.

Commissioner Burry wanted to make one last comment on the Susan Street Complex because it is important to look at Sleepy Hollow and how we generate a lot of revenue for the businesses in Leesburg through the sports teams coming in to use that facility. The same could be said for having a soccer/football complex and if they were all at one site. We could see potential games in our sports tourism that we seem to be gravitating towards and doing well at it and that is really important to think about it. **CM Minner** said we still have the "pay as you go" money of five-point-nine-million-dollars. When we started we were at eighteen-million minus the pool, the Venetian Center, Rogers Park and the Teen Center; so, we are still doing good. Plus, we have not touched the general fund money significantly and with the injection from the American Recovery Act money, even though he would be hesitant to go back and use these funds, that would be the last place to go. With the pool project we have three hundred and fifty thousand, which sounds like a big number, but we have little pools of funds where we can go grab those monies from to pay.

ENTERPRISE FUNDS

Electric

CM Minner stated we talked a lot about the electric fund in the general fund discussion with relationship to how the enterprise funds move the bus and how they are the fuel of the general fund. With the expansion of The Villages we started out with the cash, we had expenditures and the big drop from twenty to fifteen million. There was a large portion to taking those funds apart and setting them aside for the transformer improvements and when we did the loan we grabbed that four-million and put it back in the hopper. We have that cash number and the general fund is sitting up around twenty million where it really historically sat. The electric fund continues to be aggressive with capital improvements and with reducing the transfer and reduction of rates. Now, because of growth and the aggressive capital plan, we are asking for two new grounds men to help start training them for the future, so that would be about ninety-six thousand dollars. We also have an increase in power purchases this year of just under two-million. We have a hundred and seventy-five of the total number and thirty-nine of that is power purchase, so we do watch that number pretty closely. There was a hundred and thirty-one thousand dollars increase because of Smartgrid. Smartgrid is due to expire and that is the Silver Spring GE contract. That contract ends in four years and it will be on the to-do list to figure out if we move away from GE or if we continue that contract. Each enterprise

fund acts like a business and they have to pay to the general fund for services provided; for example, they pay a share of the City Attorney fees because he does legal duties for that department. The electric funds biggest costs are associated with fleet maintenance because they fix their trucks and Information Technology because they run all their computer systems.

Electric Expenses:

St. Lucie	$1,067,558
Purchase Power	$38,763,927
Administration	$616,634
Jobbing	$70,292
Distribution	$5,021,310
Smartgrid	$1,458,201
Other	$17,353,072
Capital Projects	$5,599,200

Commissioner Pederson questioned with growth how can distribution go down. **BM McDaniel** answered they are spending more on capital, which means the guys will be working on the capital side and it creates a reduction on the distribution side. It is confusing, but that is what is happening. **CM Minner** commented with capital projects it consists of the same stuff. We are buying meters, transformers, capacitors wires and switches. It is equipment, but then it gets broken out into what is repair, operational, and capital. With capital projects, there is about two point one million dollars going towards new service. It would be used for running lines to a new subdivision on Radio Road or fixing underground on Dixie and that is five point six million dollars. **Commissioner Robuck** asked why the Fruitland Park revenue number is going down because that should all be built out. **CM Minner** answered that he will look into that because that is the public authorities and that is the City of Fruitland Park power bill. **Commissioner Robuck** said he thought that was a revenue or franchise fee coming back. **CM Minner** answered that they spend between two and three hundred thousand dollars a year running the City of Fruitland Park just as our bill is six hundred thousand dollars, their city bill is two hundred. He will look into that and get an answer. **Commissioner Robuck** with distribution, we doubled the training budget. **CM Minner** replied that is because of the new linemen and keeping the wheel moving to ensure we have good qualified linemen.

Water

CM Minner stated the water fund is beginning to build some cash. However, the water and sewer seem to be having issues that keep coming up with some outstanding impact fees. The replacement of water and sewer mains needs to be a priority and as we get into this we will see where we need to prioritize some of those improvements. The potential expansion of treatment facilities after we make the improvement to Canal. We need to look at the extension of reuse with the American Act money and this is going to be critical. We need to bank every penny in cash because those are going to be the avenues, besides debt and impact fees, that we will look at to make some of these global improvements. With water revenue there is a million and there is a bit more growth associated there.

Capital project expenses are broken down into the following, totaling about $2 million:

Mains ($1,625,000)

1) US Highway 27 - South St to Citizens Blvd $125,000
2) Carver Heights - Thomas to Highway 27 $500,000
3) Replace 10" Main on Highway 27 $500,000
4) Stock Subdivision $500,000

Plant & Storage ($405,000)

5) Storage Tank Highland Lakes $50,000
6) Well Rehabilitation $75,000
7) Elevated Tank Inspection & Rehab $75,000
8) Water Treatment Facility Replacements $100,000
9) Fire Protection Hydrant Replacement $25,000
10) MOV Turnpike reuse/reject valve $80,000

Wastewater

CM Minner said it looks very similar there is a little bit of cash building. Some of this is spoken for in terms of the current plant improvements and expansion. They are looking at half a million dollars with administration expenses, the treatment at Canal Street, the Turnpike Treatment, laboratory expenses with collections, lift station expenses and capital projects. They are looking at one point seven million due to fixing sewer mains, pumps. With Other, that refers to allocations, the transfers, and debt. The water reserve is eight hundred thousand and sewer reserve is one-point-three-million-dollars.

Solid Waste

CM Minner commented this fund looks good. The change here is that we added two new drivers. It continues to be a good little engine that is giving us the nice injections of capital funds. Each year we look at the solid waste fund and see that we have taken little bits of cash out to fund different projects throughout the community and the bottom-line remains there. We have a great rate that is extremely competitive, we do a good job with collections, and we have cash leftover to help with community improvements. That was the goal. **Mayor Christian** asked with solid waste we hired two new people, do we need to purchase new vehicles or did we already have the vehicles. **BM McDaniel** stated that there was a vehicle in there. They have the funds to purchase the truck but it was moved over to fleet, they will pay the maintenance and the lease going on it. **Commissioner Robuck** inquired that we are hiring two people, but we are budgeting to collect less trash than we did two years ago. **CM Minner** said he does not have a good answer, but he will get back with them on that. **Commissioner Robuck** mentioned we should get rid of our recycling program because all our trash is recycled because it goes to the incinerator and we are just wasting tons of money with a fake recycling program. It is probably worse for the environment because we are running a truck that is not fully loaded down the road and creating all sorts of emissions when we could be taking it all to the incinerator in one trip and save a couple hundred grand a year. **Commissioner Pederson** wanted to clarify that everything currently goes to the incinerator. **Commissioner Robuck** said yes, everything. However, the recycling is currently being taken to a different recycling location. **Mayor Christian** wanted to know if we need this or should it all be done in one trip and asked how much does the recycling program cost**.** **CM Minner** answered that recycling is a lost leader. We would still get credit if we took everything to the incinerator, the only equation missing is that recycling feels good. We could probably stop it and save money, but politically it could look terrible. If this is a message to staff, to seriously consider stopping the recycling program, he will take that serious. The only problem is we would have a community in the United States who are thumbing their nose

at recycling while everyone else is trying to do more and it may look like we are doing less. **Commissioner Robuck** commented that if we are going to seriously consider this we need to do an evaluation because we are currently sending a separate truck and we are putting out emissions that could go away. There is an offset, he would like to see that evaluation and what the difference would be. There may be a pushback, but if the recycling program creates more problems than it solves, then it is worth the discussion. **Commissioner Pederson** asked where the recycling goes. **CM Minner** said Covanta and they have two programs. Everything that goes there is burned, and the heat turns a turbine, which generates electricity. They are a micropower plant that sells electricity from the incineration of solid waste.

ADJOURN:

The meeting adjourned at 7:32 p.m.

_____
John Christian, Mayor

ATTEST:

_____
J. Andi Purvis
City Clerk

MINUTES OF THE CITY OF LEESBURG COMMISSION
BUDGET WORKSHOP
VENETIAN CENTER, 1 DOZIER COURT
TUESDAY, JULY 13, 2021

The City of Leesburg Commission held a Budget Workshop Tuesday, July 13, 2021 at the Venetian Center. Mayor ProTem Pederson called the meeting to order at 5:33 p.m. with the following members present:

Commissioner Jimmy Burry
Commissioner Jay Connell
Commissioner Dan Robuck
Mayor ProTem Mike Pederson
Mayor John Christian (6:10 p.m.)

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

Mayor ProTem Pederson gave the invocation followed by the Pledge of Allegiance to the Flag of the United States of America.

BUDGET PRESENTATION
Enterprise Funds (continued): Gas/Stormwater/Airport
Pension Trust Funds: Police/Firefighter's/General Employees'
Internal Service Funds: Health Insurance/Workers Compensation/Risk Management/Fleet Services

ENTERPRISE FUNDS

GAS FUND
CM Minner kicked off the meeting by saying the gas fund has started coming back and their numbers are looking good. The gas fund over the last few years has generated nice reserve monies, which are transferred for specific capital purposes. We have used those revenues to expand the system into The Villages area and with our South Sumter gas agreement. That agreement was challenged and we had to spend some money with legal fees and system expansions; however, we are starting to see a return on that money. Those were the right investments and the system is growing.

One thing we discussed last week was using some gas fund money to help offset the general fund and the electric fund, in order to keep things moving. Being that our gas has significantly decreased and we have used a significant amount of capital to expand, we are considering an increase to the gas rate for residential customers. Currently, we are far below market rate and we need some equalization between ourselves and TECO. The proposed increase would bring in approximately five hundred thousand dollars to the general fund. That five hundred thousand dollars would help us lower the electric transfers and as that fund starts to grow then that transfer of additional cash would lower and stay in the gas fund.

We talked about a two-year increase with residential rates going from eight dollars and sixty-five cents, which is the current base rate, to thirteen dollars and thirty-eight cents. Then in FY 23 if we wanted to take the next step we could go from thirteen thirty-eight to eighteen ten. We believe the residential rate is very comparable, but the commission

wanted more information on the commercial side. We did more research, but the commercial side is extremely hard to compare because the commercial rate is made up of a customer charge, which is the typical monthly charge, then there is a use charge and a transportation charge, which causes it to fluctuate. We are an oddball in the gas commercial rates because we currently only have one gas commercial rate and that is twelve point ninety-nine. If we were to increase the base rate on commercial, he would recommend doing the same for both commercial and residential; however, we were only looking to target the residential rate and not the commercial rate. **Commissioner Robuck** asked with the commercial rate, even if it were not this year, why not look at mirroring TECO's rate structure; it is only discounted by ten percent, is clearly cheaper, and it would be a significant increase to revenues for us if we were to do so. **CM Minner** replied that commercial rates get a little tricky especially with TECO because they have different incentives mixed into their commercial that are not include in the residential rates. They bury the burden on their residential and back their commercial. Where we are super competitive residentially, but not with our commercial. Publicly owned utilities are inverse, we bury the burden on commercial and make it easier on residential. Since we created The Villages rate we feel that we can be more competitive in our rates between the native load and The Villages, and we do not want a huge disparity between the two. **Commissioner Robuck** remarked that he wants to look at this again next year because it may mean that the commercial rates could go down, but we need to be competitive on both rates. **Commissioner Connell** inquired if the rates for The Village residents will be cheaper than the rest of the citizens. **CM Minner** responded that the rates for The Villages will actually be more expensive. **Commissioner Connell** wanted to know why we are proposing to raise the base rate on gas and what that need is for. **CM Minner** reported that it is to collect some capital that was expended through The Villages deal. We also need to become more competitive and closer in rates with TECO. It will provide more money to the general fund without increasing property taxes and we will be able to offset that with the franchise fees by lowering the transfer fee on the electric side. **Commissioner Robuck** asked what the temporary labor was for under the administration division. **BM McDaniel** answered that we are in the process of trying to hiring a new Director and Jack has offered to stay on for a short time as a temporary to assist the new Director. **Commissioner Robuck** questioned with contract services under capitals what that is about. **BM McDaniel** responded the detail on that is for the 470-tunnel relocation and that is one hundred and twenty-four thousand dollars, and the McElyea 6" extension, is seventy-eight thousand. **Commissioner Robuck** inquired if we were waiting on the lawsuit to be resolved before spending that money. **CM Minner** affirmed that he sent an update on that and the second dispute was denied based on standing, but that has not stopped it. He anticipates it being refiled for a third time and once that has been refiled he believes the city attorney is in a position where he will file for a summary judgement.

STORMWATER FUND

CM Minner stated this fund continues to chug along. The capital projects are we looking at are Lake Robinhood, Lake Hollywood, Canal Street and machine harvesting, which is new and that will keep up with some of the canals and stormwater.

AIRPORT FUND

CM Minner stated the airport cash has remained pretty stable over the couple years. It has sat around three million dollars. The airport was at a million-dollars and it went to three-million-dollars due to land sale. The airport owned property across the street next to the dog park, which Jenkins bought for two-million-dollars and that money went into

their reserves and has remained there, so their operations remain at that three-million-dollar mark. We mostly see the same issues on the revenue side and we are bringing in about seven hundred and fifteen thousand dollars from the lease holders.

With capital projects, we need to replace the roof for the T-hangars at 3800 Echo Drive along with other improvements, which are programmed with FDOT and FAA. There is the fuel farm replacement project and we are looking to develop a Wildlife Hazardous Assessment Program, along with purchasing a new tractor. **Commissioner Robuck** inquired what the new tractor is for. **CM Minner** replied that would be for mowing out at the airport. **Commissioner Robuck** remarked that he does not remember all the specifics, but the first tractor purchased was very controversial. He wanted to make sure that a workshop was planned so they could discuss long-range planning and growth at the airport. **CM Minner** replied that he would shoot for a regular meeting with a lighter load or they would schedule a special meeting next month. **Commissioner Robuck** mentioned at one of the Airport Advisory Board meetings Tracey Dean spoke about realigning stuff so they could add more hangars. He would like to see if everyone could get up to speed. This is not just a concept, he would like to see a timeline with what we can do. It was not that long ago when we had hangar discussions, now he was just talking about it with people at the airport, so there is a lot of demand for commercial hangars. He wants to get a handle on this so everyone knows how we plan to move forward. **Commissioner Pederson** said he thought this was going to be discussed during the budget session, but a workshop is fine. **Commissioner Connell** questioned with the ninety-five thousand was that approved for this fiscal year for machinery and equipment and what is that for.

Airport Manager (AM) Tracey Dean answered with that ninety-five thousand, seventy-five was anticipated on repairs for the Skybolt Hangar. We anticipated if that lease was not renewed we would be left with the repairs on that AC unit. Fortunately, we came to an agreement with Skybolt and we do not have to do the repairs on the AC unit, so that seventy-five thousand will not be spent and it will be reflected in the actual budget. The remaining twenty thousand is for miscellaneous equipment at the tower. **Commissioner Connell** asked for more information on the tractor. **AM Dean** stated the current tractor was purchased back in November 2015 at a cost of thirty-five thousand eight hundred dollars. When we purchased that one we traded in the one we had, which was the controversial one, because that was designed for golf courses and it could not handle anything on the airfield. The current tractor cost us fifteen thousand three hundred dollars, but the one we are proposing will not only help with productivity, it will get into more areas because it will have the buoyant tires. It will allow access to areas that traditionally remain wet year-round and we will be able to get closer and closer to getting those areas taken care of. Fleet anticipates about twenty thousand dollars for the trade-in. **Commissioner Connell** wanted to know if that sixty-five thousand included the twenty thousand trade in. **AM Dean** responded that sixty-five-thousand-dollar figure was given to her from fleet, but they are hoping it will not cost that much. They have to make sure whatever is purchased can retrofit the bush hog they currently have because it is sufficient in size and they also have a bucket they use out there. They have to make sure those two attachments will fit this purchase. **Commissioner Connell** wanted to clarify that the current tractor, which is only six years old, is not doing the job. **AM Dean** stated that tractor was purchased in November 2015, but it gets stuck frequently because it does not have the big buoyant tires. It is only seventy BTO; which translates to seventy horsepower. The suggestion is to upgrade that so we can have bigger tires. That will

allow us to get into more areas of the airfield, which are currently inaccessible. **Commissioner Robuck** asked if we could put bigger tires on the existing tractor. **AM Dean** answered that she would have to defer that to fleet. **CM Minner** concluded that they are looking to get a better piece of equipment and trade in what they have and that is the bottom-line. **Commissioner Connell** requested to know how much grass is out at the airport. **CM Minner** responded there is about two hundred acres. He stated that he will put together that workshop and get that information back to them.

PENSION TRUST FUNDS

The City has three:

1)	Police	90.6% Fund ratio at October 1, 2020
2)	Fire	86.62% Fund ratio at October 1, 2020
3)	General Employees	94.4% Fund ratio at October 1, 2020

CM Minner affirmed that these funds are performing reasonably. The rule of thumb is that you have a pension that is eighty percent funded and these are above that.

POLICE FUND

CM Minner pointed out that we put about one point nine million dollars into this fund between three primary revenue forces. First, is the State and the insurance premium tax. For example, when we pay our cell phone bill there is a tax that goes to the State, which gets split-up and sent back to the governing jurisdictions and that is based on different formulas. Now that money specifically states through state statute that it is earmarked for police pensions. Then we have employee contributions and employer contributions and that is monitored regularly through our actuarial reports. This year the contribution percent is down just a tick, but it is hardly enough to mention. Last year it was eleven-point two eight percent of salaries and this year it is eleven-point zero three percent. We do not see a decrease in contributions to represent that because it is so small and it is not offset by the increase in salary expenditures.

FIRE FUND

CM Minner continued by saying this fund looks very similar because it has the same type of funding sources; insurance premiums, employee contributions and employer contributions. However, this time the state insurance premium is housing insurance and your homeowner insurance is the line that is earmarked for fire and emergency services pension plans. That number came down a little from thirty three percent to thirty-one point seven, but that one percent does not translate into total decrease because of salary increases. This fund continues to chug along and it is well funded.

He mentioned with the pension funds the Police is being funded around eleven percent for its benefits and on a statewide level that is satisfactory when you compare the factors and different benefits that go into the pension so, the contribution at eleven percent statewide is competitive. With Fire, the benefits are more down the middle and the contribution level is at thirty one percent. Even though it is significantly larger than the police fund that number on a statewide level is still a good number.

GENERAL EMPLOYEES FUND

CM Minner stated this fund was frozen back in 2008 and we still need to fund this account because we have current employees who are in it along with former employees who are drawing from it so, we are unable to close out this fund. This fund went from thirteen percent to eleven point nine and we are looking at a one percent decrease. This fund goes up a little based on usage, money going out, and then money coming in. **Commissioner Robuck** mentioned last year he saw the rate of return just under four percent and he assumed that was because we were in a payout mode, we do not have any new employees going into that fund, and we do not have a lot of cash. He would like a breakdown of what they are holding and what they did last year because that seems awfully low. **CM Minner** stated he will get a breakdown of those investments and where they are.

Commissioner Pederson wanted to know why the fire pension is so much higher than the police with contributions. **Commissioner Robuck** offered that we were contributing three percent to fire for a longer period of time and we just went from two to three on the police. **CM Minner** added that there are three factors for that. The fire fund has been in existence a lot longer than the police fund because everyone was in the general employees' fund until 01/02; that is when the police broke out and started their own retirement fund. The fire pension fund has been there longer and that is why their benefits are richer. Since October 1st everyone has been in a deferred comp plan and five percent of their salary goes into an individual deferred comp plan; which is managed through Embark now.

INTERNAL SERVICE FUNDS

Health Insurance

CM Minner stated if there was ever a troubled fund this is it. When you are self-insured with about four hundred and ninety employees, including retirees, along with two hundred and fifty or so employees you start having a disadvantage being totally self-insured. We started looking at a number of different avenues. First, was the health care clinic and if that was working for us, and if we should be go back to being a traditionally insured group. There are places we can improve and we can encourage people to go back to the Health Care Clinic because when they were going there it worked significantly for us. This past year with COVID hurt us and one move we will make is to complete a bid process for the provider at the Health Clinic. WeCare has received notice that their current contract will end December 7th and we will begin the bid process for a new provider. We will either have a new provider or WeCare on December 8th all depending on who provides the best competitive bid. He spoke with WeCare and they are under the gun to focus on getting those services back to where folks will want to go back to the Health Care Clinic because that will help control costs.

Another side where we see exposure and a cost increase is with claims. With the number of claims paid out and the premiums collected, plus other miscellaneous revenue; which includes paying insurance and claims bills; our claims are on the rise. They have been on the rise significantly within the last three years. Since 2012, we have gone from just under five million to an estimated eight million this year. We are not sure if that is going to be it, but we believe it is a reasonable cost estimate for finishing out this fiscal year. This number causes significant concerns and we have had concerns over the last couple of years. We have kicked the can as far as changing the program with collections and

shifting monies around. The health claim fund peeked out at a cash reserve of about three point eight million in FY 14 and that has steadily decreased. In FY 18 it was at one point six million and that is when we started to sweat, but we saw things get a little better. At the end of FY 20 we were around two point one million and by the end of this fiscal year he believes we will see a significant drop in this of about one point two million dollars. That shortfall is relative to where we think the reserve should be. He wanted talk about why and how this happened and provide a recommendation on how we can fix it.

For FY 22 we have about five hundred full-time employees and that number will stay the same, but in the healthcare pool that number fluctuates. As we go through the numbers and analysis even though it is a good analysis based on the trends, the numbers are not going to be perfect due to when monies come in and when they are processed. Every month we have an influx of a few employees whether it be retirements, new hires or vacancies, so these numbers do not totally correspond with the full-time employee numbers, but that is what we refer too.

For FY 21 we had about one thousand and twenty-two people in this group. The eligible group was made up of full-time employees and their dependents and there are about nine hundred and eleven of them. We also have retirees and their dependents and there are one hundred and eleven people there. Mind you, that one hundred and eleven is one of the magic numbers whether we have people falling off of that group because they get off the plan as retirees, they switch to Medicare or they pass away. However, we have a retiree group coming in with a number that always seems to stay just about one hundred and ten under the current plan. We project our healthcare costs in FY 21 to be about eight million dollars and the biggest exposure of our claims at forty-four percent comes from three to five claims in that retirement group. Unfortunately, the retiree group is the majority of the costs and that is an exposure, which continues to build. We really need to focus on mitigating this exposure or it is not going to stop. We have to find ourselves in a better position because our trend over the past three years is bad. We need to stop the bleeding this fiscal year. He asked that they give him discretion as the City Manager to transfer one point seven four million dollars and that one point seven four million dollars will shore up the health insurance fund. He will take it from the workers comp fund and that will leave eleven hundred and fifty thousand to spread across our operating funds; general, water, sewer and electric. That is the ratio that we can make based on the number of employees and retirees who are in the group to those funds. We charge them to take the cash out of their reserves and put it in the retirement fund and that will shore up the fund. That one point seven four million is going to be augmented by a check that we are going to get sometime between now and October 1st for the claims experience that we had because of our stop loss. That check is going to be somewhere between five and eight hundred thousand dollars.

Now, forty-four percent of that exposure is coming from the retirees and the retiring benefits coverage. The law states that local government just has to offer health insurance and the benefit which we do offer and we pay for it to a certain degree through that four-hundred-dollar stipend. With retirees there is a bit of variance that runs from one point three to one point five and that is with full-time employees and their dependent care. Those claims do go up and down, but they are in a reasonable margin. However, that margin has grown and the retiree claims over the last three years have caused us to hit that peak. When you look at that number and see where we are spending that one point

two million dollars on high claims and you put those numbers together we are looking at eight million dollars. Now, we have to figure out what we are going to do, and the mitigation begins. We have to first shore up the fund and if the commission agrees; he will bring back a resolution to take formal action. They will then manage that fund until the end of the fiscal year. He wants get the health care fund where we have about two million dollars come October 1st and then we can mitigate that two million with the money we are going to collect. We need to be about seven point five million dollars and we only need one point two million dollars. However, that would only put us at the recommended level, so we are asking for an extra half a million because we do not know where the claims will be. We are bouncing between claims from last year of six point eight, seven point two and eight million so, we know we will be somewhere in that mix. He does not think we will go over that eight million because some of the high cost claims will not occur until next year due to a passing and a tripping of the threshold along with some Medicare deductibles for retirees.

With the early retiree program for those between fifty-eight and sixty-five, this is where we are feeling the pinch. Some of those exposures may go away, but that does not mean it will not repeat itself. We are guessing at this and that is why we are not recommending a funding level of eight point two million dollars because we are talking about all members of the pool and the City paying significantly more money. However, we are at a level where it is getting expensive and we may not have the funds to fix it. We will continue the pattern of going into the operating reserves like we may potentially do this year to fix this fund.

We are looking at changing the insurance plan rates. We try to keep the plan rates as cost effective as possible while keeping the health benefits reasonable for fulltime employees along with payment contributions as low as possible. We compared our benefits with what employees contribute into the plan and what the City on average is picking up and no matter which plan you are on it averages a ninety to ten percent cost mix. We have four different programs; the employee only, employee spouse, employee child and employee family plan. We offer a good benefit program with low deductibles; we have a PPO program that provides better options as far as providers and an HMO provider, but market wise we looked at other local governments and we have a reasonable pay in with better benefits. We could modify the benefits, which is an option; however, it does not help our situation because of the high claim exposures. The bottom-line of the commission is what do we have to pay in to make the fund work and the increase per employee would be a hundred and forty-two dollars per employee per month. If you are an employee only and you work full-time and you are not on any other plan your increase will be zero. The retirees increase will go up a hundred and forty-two dollars and we will modify the dependents program. If you are on the employee only plan there will be no increase next year; however, there will be a cost increase to those employees who have dependent care coverage and those employees will have to pick up the cost of thirteen seventy-one for child, fifteen o-four for a spouse, nineteen twenty for a family and that is for the PPO plan. The HMO numbers are a little lower, but are still very similar. The retirees will have to pick up the entire cost increase over that four hundred dollars because that plan was designed and put in place to reflect our exposure and to increase our categories fairly.

We will also need to stop the early retirement benefit. The early retirement benefit is where we see the most exposure. It is a benefit that was promised to employees for a

long time and by stopping this benefit we will see challenges from the CBA's and complaints from general employees, but that is something we have to go through. We have about one thousand and twenty-five people in this group and of that one thousand and twenty-five, one hundred and eleven are retirees including their dependents. We have several retiree programs, but the lions share of the program is that they are affecting our claims and those employees are the sixty-five years and older. They have the option to take a monthly stipend of four hundred dollars, which is a benefit that was approved a long time ago. They could stay on the insurance verses going to Medicare at sixty-five and we currently have sixty-one employees who are doing that. The next retiree program is the sixty-five and older group, where they can opt out of our insurance coverage and take the four-hundred-dollar supplement for other insurances or whatever it may be and we have twenty-seven of those. Currently, those twenty-seven do not affect our claims, they are out of our group, they just receive a four hundred dollar check once a month as a benefit to augment their retirement medical costs. The third group is ages fifty-eight to sixty-five who retired early under the program that the City had prior to October 1, 2008 and we have twenty-three people in this group and of those employees all of them receive that four hundred dollars a month as a stipend and they are on our insurance. This group is where the claims exposure is and where most of high cost claims are affecting us. By law, local governments must offer healthcare coverage to retirees and that means if you retire as a city employee we have to offer our group plan and our group plan as of this proposal will cost about eight hundred and seventy-one dollars for an employee only. That does not mean we have to pay for it, that just means we have to offer it, but we do both. Now, if you were employed with the City prior to October 1, 2008, the benefit for those one hundred and eleven people cannot change because they were grandfathered in. However, the law does let us change the program for those who have not passed the finish line. Back in 2001 and 2008 when the world stopped and we started running short on money we changed the retirement program. We froze the retirement program and we started taking steps to mitigate our costs. We said to all those employees who are hired after this date you do not get this deal, but you get health insurance. For example, he was hired after October 1, 2008 so when he retires he will only be eligible for the retirement benefit, which means if he wants the insurance he will have to pay whatever the premium is and he will not get the four-hundred-dollar stipend. His recommendation is for all full-time employees, effective April 1, 2022, to stop that benefit, period. No longer will there be this benefit and your retirement exposure will now be limited to this group of one hundred and eleven people and that number should be dropping off. **Commissioner Burry** inquired if this is an incentive for them to remain employed. **Commissioner Connell** asked how many people are currently employed and eligible for this. **Commissioner Robuck** wanted more clarification for the ones that we cannot change, are we allowed to drop that the four hundred dollars. **CM Minner** replied no, we cannot change the deal, but what we have done incrementally is we have increased the cost. With FY 21 if it cost seven hundred dollars for employee coverage and that employee, who is a retiree on the plan getting the four hundred dollars a month instead of getting the four hundred dollars they can give us three hundred, so for them to get insured it is three hundred dollars. Next year, it will cost that employee one hundred and thirty-one more dollars so they will have to cut the City the difference and each time we have done that we have lost three or four more retirees who are now over the age sixty-five because they will move to Medicare. For whatever reason we have sixty-one retirees who are eligible for Medicare that decided to stay on our plan. The intent of the plan was that when you are sixty-five you go to Medicare and you get that four hundred dollars from the City as a supplement to your health insurance. With this change, as we continue to increase the

employee only cost in a reasonable manner that is equal to all other categories we will start to see that happen. It will not happen overnight, but it will put us in a better position than where we are now. Over the last three years we have seen what is going on with claims and it is a compound problem because the market and claims are crazy. The law states for anyone who has already crossed under the bridge we cannot change it but, you can change it for everybody else as long as it is equal, so he recommends effective October 1st that we stop the retiree benefit all together, other than to offer it to employees who retire or are retired. **Mayor Christian** asked with those at age sixty-one who are not a big exposure number does he feel with the extra hundred dollars that they would move into the next category of twenty-seven or will they keep paying us the extra hundred. **CM Minner** answered of the sixty-one who are in the sixty-five and older that receive the four-hundred-dollar monthly stipend, who are on our insurance coverage plan, he anticipates that we will see a handful of them drop off because that has been the trend.

We also have one hundred and sixty-six employees who currently work for the City who fall in the fifty-eight and older category. They have the years of service and they qualify to retire with these benefits. If we tell them they are out then we should give them the opportunity to figure out what to do, because they are eligible for that benefit right now. With that hundred and sixty-six; sixty-nine are eligible right now. If we say stop the program we have to give at least sixty-nine people some time to recalibrate on what they are going to do. They need to figure out if they want to retire and take that benefit or if they want to continue working. He wants to give them an April 1st deadline to allow them time once we take a more formal action on this. Recapping, because of high claim exposure and the early retirement program for ages fifty-eight to sixty-five, he recommends that all employees effective April 1, 2022 not be eligible for the retirement benefit, that stops any benefit for a payment of retirement other than being offered the plan. Sixty-nine employees will immediately be affected and the rest will potentially lose the benefit, however, this will significantly help mitigate our claims.

Mayor Christian asked with the sixty-nine employees who qualify, what is the incentive for them to stay? If they can retire will they get the full paycheck or do they get less. He is trying to figure out what the incentive is for them to stay. **CM Minner** said this answer is complicated because we have three programs here. With the first program, there are forty-two of the hundred and sixty-six employees who are fifty-eight years and older eligible to retire today with the benefit. Twelve can fall into Part C of the program where they are fifty-two years old, they can drop out, but when they are fifty-eight they can come back. Fifteen are between fifty-five and fifty-eight and when they hit fifty-eight they will kick in for the early retirement. However, we could have forty-two people walk out the door right now. With the one hundred and sixty-six employees, sixty-nine are eligible one way or another and ninety-seven employees lose the benefit and there is no other good option. He pretty much anticipates losing them because there is no incentive for them to stay unless they just want to work. There are ninety-seven employees that will completely lose this benefit, they continue to work and lose the benefit. This is a hard recommendation to make and we struggled with it. As a commission we have been struggling with this for two to three budget cycles now. We have been kicking this can down the road trying to mitigate this and it becomes frustrating at CBA bargaining sessions because healthcare is a huge benefit. From a management side he sees where we spend it and what we have done and sometimes that may not be seen by the employees. We see it all the time because we are the shufflers of the deck and money. This is how we keep it going and we have been able to do it up

until this year. This is the first time in his career where he is recommending to an elective body to dip into the reserves to pay for healthcare and that is what we are doing this year. He does not know that number yet, but he was informed today that we will be getting a stop loss check for about five hundred thousand dollars so, that one point seven four-million-dollar number may go down to one point two four million dollars. However, where ever we fall short that money will have to come out of the reserves. We are trying to whittle that money down, but the problem is the timing with the stop gap insurance payments and claims; they are not lining up. **Commissioner Robuck** mentioned that insurance premiums will continue to go up. **CM Minner** agreed that gap insurance just keeps going up and this is a tough decision. This was not the only option we looked at there were other mitigation options. The first was to do nothing, which he would not recommend, but doing nothing would be the next best option and that comes with warnings that we cannot afford. We cannot keep using our cash reserves nor can we say we will wait for a better cycle. We have a thirty-year exposure and the youngest person out of that one hundred and sixty-six list is thirty-four. If you add thirty-four plus the retirement age, that puts us at a thirty-year exposure window. It will get smaller, but that is thirty years of exposure and we cannot wait for claims to get better. We have already absorbed a loss and we have been doing this for three years. When the union comes to yell at him about this, they will pull out the charts and say this is what we have been paying, we have increased costs for several years, and that contribution has remained the same. We have a million dollars in the workers comp pool and he recommends grabbing that even though it is will put that reserve below its recommended level. He is asking to take the cash from workers comp because he does not want to take it from the reserves and he is banking on not having the workers comp exposure. This seemed the safest way to mitigate this so we are not doing this on year three and doing nothing is not an option. We looked at modified plans, whether that be changing coverages or higher deductibles. We looked at different networks and changing up the program and his suggestion on that is it would not help because it does not help the common employee. For example, an employee who is having a baby or a normal health cataclysmic event that has to go to the hospital; if we were to have a lower premium we would be hitting the employee for double. So, instead of it costing the employee five thousand dollars it will cost them ten thousand dollars to have a baby. We would be doubling that for an employee who is young and good to your pool. You are hurting that employee when your exposure is over on the other equation. If you change those benefits you are getting whacked on everything above deductibles, which is the high exposure. Changing plan composition sounds good, but it is only hurting the common employee; which is ninety percent of the pool. We also looked at splitting the baby where we could keep it going for a while and keep the people who have gone under the bridge. We cannot have these multiple classes with the one hundred and sixty-six because they all have to stay in the same plan, per legal advice. We cannot keep exacerbating our problem, we have to keep the pool as fair and reasonable as possible. We cannot split the baby because then you make the plan challengeable. We have increased rates and that is being mitigated every year. Now, is the time to stop the benefit, to rip off the Band-Aid and fix it. We need to move forward, stop the loss and move on. **Commissioner Pederson** asked if we could increase the employee contribution a little bit because it is good insurance. **CM Minner** answered that we could. **Commissioner Pederson** inquired why everyone has to be charged the same premium, that makes no sense to him. Why do we have a twenty-five-year-old paying the same premium as a sixty-five-year-old. **CM Minner** replied that there is no change in premiums. We have the class of premiums where you pick from employee only, employee spouse, employee child, or

employee family and those are the premiums you pay. They all have to be the same and we cannot change them. If we change the premiums we have to change the premium base, but whether you are sixty-five or thirty you pay the same premium and that is the law. With increasing employee contributions, we could go back and get more money from the employees. He recommends that they not do that because most of the employees are not driving up our costs and we are already in the middle tier. We contacted a few other organizations within the region where there is a zero payment for employees. They are public sectors and they do not charge anything, but he would argue that our benefits are better. We are already charging a little, but we may get into the problem of if you want me to pay more for the benefits it may not be worth it. Most of these employees are younger and we may see even more people leave. We do not want to increase the premiums to the employee because we are already in the middle of the market and if we increased the premium to the employees we still need one point six million dollars. Hitting up the employees for fifty to seventy-five more dollars is only going to upset them and it will not get us enough money. **Commissioner Robuck** asked what are we paying per year for the Health Clinic and what the actual hard costs are there. **CM Minner** replied it is about eight hundred thousand dollars. **Commissioner Robuck** commented that we have about eleven hundred employees and we are paying seven hundred and twenty-five dollars a year per employee for the Health Clinic, which would be a benefit if it were used because it would avoid copays. Whereas, if you worked for Mt. Dora you would have to pay that copay every time you go to the doctor. He knows they will argue that they lower our claims, but with the last five years of data that may not be the case. It is a great benefit, but if we are going to continue offering this service it needs to be to looked at it in comparison to doing it, because this is a real cost. **CM Minner** said we spend eight hundred thousand dollars a year on the Clinic. If we did not spend that money on the Clinic the claims would be another three hundred thousand dollars higher, so the math does add up. **Commissioner Robuck** remarked that he does not know if he buys that three hundred thousand because we would consume less in healthcare if we did not have the Clinic. **CM Minner** said with the Clinic we can control the costs, we have the supplier, the doctor and the pharmacy. The only problem we have with the Clinic right now is with service. It has been poor and less people are going. We have been watching the participation number and he can provide a chart, but the participation is down in the double digits. We are still saving so what he needs is to get people back to the Clinic. We are in a procurement process with WeCare and we did have issues with COVID. We saw some issues with managing some employees and hiring doctors and nurses. Right now, it is hard keeping people on board and they have had their issues and COVID really complicated it. We put them on notice and we are going out for bid, so hopefully in 2022 the participation numbers will go back up.

Commissioner Robuck mentioned that it is a great benefit and it helps with hiring, but if the numbers do not turn around he thinks that is a reason to have a slightly higher increase in the employee contribution. One thing that does bother him is we contribute less for the employees on the HMO than we do on the PPO; in the long-term he would like to drive people to the HMO. He knows that does not fix the problem, but long-term it is going to drive down the cost if employees are on that program. It is not a lot, but why would you pay more for a higher cost plan. Just for straight fairness if you have a family that takes healthcare, the City is paying you an extra four hundred and fifty dollars a month that they are not paying to a single employee; so just because you have a family, from a fairness point, we need to lower that gap. **Mayor Christian** wanted to know if other cities are dealing with these issues. **CM Minner** said that he has not discussed this

with any of his manager colleagues. **Mayor Christian** commented that previously we worked with an insurance guru. He wondered if we are working with anyone now who deals with insurance and the trends who can assist us moving forward. **CM Minner** replied yes, but he does not think we need a fulltime position like we had in the past. Right now, Jim Williams has those responsibilities and he works with Maria. Scott Hyman from Brown & Brown also works with us and he does a pretty good job. Scott Hyman has worked with us closely, not in terms of the recommendations, but he gives us the data and helps us interrupt the data. He walked us through with the Healthcare Clinic upkeep and whether we should go self-insured verses traditional and with setting the total budget. Next year, we are looking at seven point five million dollars and that is what we will be collecting, but that depends on where the stop gap insurance comes in at and if that number goes down. Hopefully, next year our claims will be less and we can put cash in the bank and then we can re-evaluate and mitigate that program. We have a great team between Finance and Human Resource along with the folks at Brown & Brown and we have our eyes on this. **Mayor Christian** remarked that he is not in favor of hiring someone, but if he is going to lose one point three million dollars and he has eighty thousand dollars in employees that can help him not lose one point three million dollars he would like to find some creative ways to do that. He knows Scott Hyman has been in the game a long time, but if every City in Florida or Central Florida is having the same issue we need to look and see what is happening so we are not sitting here saying this is the best we can do. This is a tough pill to swallow when we are talking about being competitive with employees and retaining employees in this kind of environment and healthcare is one of the main reason people work; it can make or break your budget for your family and your future. We have talked about this over the last few years with how we can mitigate it and we are coming to decision time. He wants to make sure that we have exhausted every option because we cannot be the only City in this position. We are lucky to be in a good financial position because he can only imagine a City that is not. He wants to make sure that we are looking at every avenue before we really drop this bomb on our employees because if we have sixty-nine employees that decide to retire we are going to be coming right back next year with bigger issues. We are going to lose that knowledge from these employees, who are good employees, that were forced out. We will have to hire new people and you can only imagine what the municipal world people will think of Leesburg when have these unseasoned brand-new employees because we did not handle sixty nine of the hundred and sixty-nine employees the correct way. He wants to make sure that we have exhausted every avenue, looked under every nook and cranny and that we have done our due diligence. When we have to talk to the employees and their families as a Commission he wants to be able to squarely say, we have done everything we can.

CM Minner expressed based on the comments and discussion tonight that he would like to come back with a recommendation in a two-toned approach. We have to shift some cash around so, on July 26th he would like to come with a resolution that shifts that cash. Then at the first meeting in August, by resolution or ordinance, he will come back with the decision. That will provide time to get the word out, have discussions with the employees, time to talk internally and then we can have a public discussion. At that time everyone can come and have their input for that public discussion. We have a thirty-day notice requirement with the CBA's and a decision has to be made by September 1st and this matter has to be settled. **Commissioner Robuck** asked if we waited until that meeting to transfer the funds would we run out of cash. **CM Minner** answered no, but he will be coming back at the July 26th meeting asking for the discretion to shift those

funds in the amount up to the numbers talked about tonight. **Commissioner Robuck** pointed out that he prefers for all this to happen at the same meeting. It is important that people understand we are not just taking this benefit away because we are mean and that we want to save money. We have to do it because if we do not, we have to ask the other twenty thousand citizens to spend a million dollars every year for a hundred people. **CM Minner** stated he would bring both items back at the July 26th meeting. It would be pushing it on getting the word out and getting everything written up, but he is sure word travels quickly and the July 26th meeting will provide plenty of time.

WORKERS COMP

CM Minner stated this exposure has been reasonable and it works the same way, but instead of charging the employees, we charge the departments, and the departments have a formulaic process. We then pay the insurance bill or claims and the workers comp pool has been good. There has been a decrease, which will show the million-dollar transfer. **Commissioner Pederson** asked if he was comfortable taking it down that low. **CM Minner** said yes, he believes that is our best option and he is comfortable doing that; however, it does come with risk. He would rather take that risk from this fund than the general or electric fund. If our experience continues at its current trend that gap will fill pretty quick by what we kick into it on a regular basis. **Mayor Christian** inquired as to know where our claims are; do we have many or have we had many claims. **CM Minner** answered no, we have been very good on the workers comp side.

RISK MANGEMENT

Continuing, this fund is transferred into and it pays property insurance; it insures all the facilities the City owns.

FLEET SERVICES

CM Minner stated this fund is three point nine-million-dollars. One million is for fixing vehicles and paying people, one point three million is to transfer new vehicles through DST and one point five million is for new vehicles.

Electric (1 Bucket truck, 1 Arrowboard)	$258,500
Gas (2 Trucks, 1 Trencher)	$202,000
Police (1 SUV, 9 Chargers)	$526,950
Fire (1 SUV)	$35,000
Water (2 Trucks, 1 Mower)	$62,700
Wastewater (3 Trucks, 1 ATV)	$105,000
Fleet (1 Truck)	$45,000
Solid Waste (1 Automated Truck)	$280,000
Recreation (1 Truck, 1 UTV, 1 Tractor)	$74,500

Commissioner Pederson asked where the airport tractor was and why it is not in this. **CM Minner** stated staff is calling that new and taking it out of their pocket, so that would come out of the airport capital expense and next year it will show up in fleet under operations. **Commissioner Robuck** questioned with the Police 2017 Explorer why are we only get four years out of that. **CM Minner** answered it is used for multiple shifts and different canines share it. They get a lot of action and use, so they get pretty beat up. **Commissioner Robuck** remarked they had eight years on the other cars, is that what we expect to get on these. **CM Minner** responded we are running about eight years, but it goes with mileage and eight years is on the high side. **Commissioner Robuck** then

inquired with Solid Waste, the 2013 automated truck that still seems pretty new, why are we not refurbishing that. **PW Kelsey** stated this one is a replacement and it is replacing one of the older ones. **Commissioner Robuck** again said this is a 2013 and that one is being replaced and it is not that old for heavy equipment. **PW Kelsey** said we do rebuild, but they look at the hours and usage, and this one has rated out. **CM Minner** added that they have a rate chart with the mileage and wear and tear. This truck's magic number was 39 and it is now at a 70, so it is pretty beat up. **Commissioner Robuck** suggested that we look into what they are doing to these vehicles because this truck is in bad shape for only owning it a short period of time. When we are talking about replacing a three hundred thousand dollar truck every seven to eight years that is a lot and it seems we should be getting more life out of these vehicles.

Mayor Christian concluded the meeting saying there were some questions brought up that he wanted to make sure are being addressed. **CM Minner** replied there were questions regarding diversity and the matrix for the Marina. With diversity that is a tough one because every other year the EEOC office requires that we do a study of our overall employment and that is broken down by position. Right now, we have the demographics of the City in general, but he does not have it to a "T" by position in the matrix. He does not want to hand over a document that says it looks great and then come back and say we do not have enough African American or female supervisors. He would like to break that number down in chart form that the EEOC wants. It should be finished within the next few weeks. **Mayor Christian** asked for an update on the diversity training. **CM Minner** said he has that one down and he will have an answer for them at a regular meeting before September. **Mayor Christian** said we talked about the CRA budget with the hundred and forty-seven thousand dollars and the Teen Center; he wanted to make sure that was documented. **CM Minner** said yes; it is documented.

ADJOURN:

The meeting adjourned at 7:15 p.m.

_____
John Christian, Mayor

ATTEST:

_____
J. Andi Purvis
City Clerk

AGENDA MINUTES
CITY COMMISSION MEETING
VENETIAN CENTER, 1 DOZIER COURT
MONDAY, AUGUST 9, 2021 5:30 PM

1. CALL TO ORDER

The City of Leesburg Commission held a regular meeting on Monday, August 9, 2021, at the Venetian Center. Mayor Christian called the meeting to order at 5:30 p.m. with the following members present:

Commissioner Jimmy Burry
Commissioner Jay Connell
Commissioner Dan Robuck (5:33 p.m.)
Commissioner Mike Pederson
Mayor John Christian

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

INVOCATION

Mayor Christian gave the invocation and pledge of allegiance at the Carver Heights / Montclair Area CRA meeting held prior to this meeting.

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.

There were no public comments offered.

5. CONSENT AGENDA:

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

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

The roll call vote was:

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

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

A. CITY COMMISSION MEETING MINUTES:

1. Regular meeting held July 26, 2021

B. PURCHASING ITEMS:

1. Purchase request by the Electric Department for repairs to the Municipal Operations Center (MOC) building by Johnson-Laux Construction using an existing Job Order Contract.

C. RESOLUTIONS:

1. Resolution of the City Commission of the City of Leesburg, Florida approving and adopting the Lake County Multi-Jurisdictional Local Mitigation Strategy; and providing an effective date.

Resolution 10,895

2. Resolution of the City Commission of the City of Leesburg, Florida authorizing and directing the Mayor and City Clerk to execute a Gas Service Agreement between the City of Leesburg and Fox Pointe of Leesburg, LLC, for the purpose of setting forth the terms and conditions under which the City will provide natural gas service to the development known as Fox Pointe at Rivers Edge of Leesburg;

and providing an effective date.

Resolution 10,896

3. Resolution of the City Commission of the City of Leesburg, Florida, accepting and approving a plat for Spring Creek, Phase II, a subdivision of the City of Leesburg, Florida, and being a portion of Sections 13 and 14, Township 20 South, Range 24 East, City of Leesburg, Lake County, Florida, and accepting and dedicating to the use of the public any easements or public places shown thereon as being dedicated to the public; and providing an effective date. (Spring Creek Ph II Plat)

Resolution 10,897

4. Resolution of the City Commission of the City of Leesburg, Florida authorizing the City Manager to create an additional Assistant Service Planner position in the Electric department in the current budget; and providing an effective date.

Resolution 10,898

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

A. SECOND READING OF ORDINANCES

1. An Ordinance of the City of Leesburg, Florida; Granting to the Wildwood Utility Dependent District, its successors and assigns, a Non-Exclusive Potable Water and Wastewater and Sewer Utility Franchise for a period of 30 years to construct, own, operate and maintain certain services and facilities to serve areas within and adjacent to The Villages Age Restricted Development; setting forth the terms and conditions under which such franchisee shall operate; providing for conflict and severability; providing an effective date.

ADOPTED ORDINANCE 21-37

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

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

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

The roll call vote was:

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

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

B. FIRST READING OF ORDINANCES

1. An Ordinance of the City of Leesburg, Florida, amending the City of Leesburg Comprehensive Plan pursuant to Section 163.3177.6.(i) Florida Statutes, which requires the inclusion of a property rights element; Providing for conflict with other Ordinances; Providing a savings clause; and Providing an effective date.

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

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

Mayor Christian stated this item will lay over to our next meeting.

2. An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 12.94 +/- acres from City of Leesburg PUD (Planned Unit Development) and City of Leesburg SPUD (Small Planned Unit Development) to PUD (Planned Unit Development) to allow for a church/social service and youth center campus for a property generally located at the intersection of South Street and Caballo Road, as legally described in Section 28, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date. (Salvation Army)

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

Mayor Christian requested comments from the Commission and the audience.

Commissioner Robuck stated he would like to see more detail regarding the housing and what that will look like other than what was included in this agenda packet.

Mayor Christian stated this item will lay over to our next meeting.

3. An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 28.92 +/- acres from C-3 (Highway Commercial) to PUD (Planned Unit Development) to allow for a mixed-use RV resort for a property generally located north of U.S. Highway 441 and east of Pemble

Road, as legally described in Section 20, Township 19 South, Range 25 East, Lake County, Florida; and providing an effective date. (Harbor View Park RV Resort).

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

Mayor Christian requested comments from the Commission and the audience.

Commissioner Robuck stated he would like to see elevations on what this would look like from the highway; that is his main concern. He likes this idea, because it has been a difficult piece of property for people to develop. He is not opposed to an RV park, but with it being there on a major corridor, he wants to make sure it looks good and that we have something permanent enough where it is maintained and not just some landscaping that will be turned loose and not kept up with.

Mayor Christian stated this item will lay over to our next meeting.

C. NON-ROUTINE ITEMS

1. None

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

A. Financial Reports as of June 2021

No comments.

8. CITY ATTORNEY ITEMS:

CA Morrison had nothing this evening.

9. CITY MANAGER ITEMS:

CM Minner had nothing this evening.

10. ROLL CALL:

Commissioner Pederson had nothing this evening.

Commissioner Burry had nothing this evening.

Commissioner Robuck had nothing this evening.

Commissioner Connell had nothing this evening.

Mayor Christian commended staff on the municipal building and the layout that was provided in the staff report. It was very detailed and he appreciates that. He hopes for other buildings in the future that are remodeled that they will include that much detail; it really helps with decision-making.

11. ADJOURN:

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

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

The meeting adjourned at 5:36 p.m.

City of Leesburg
Lake Front City

Agenda Memorandum

Item No: 5.B.1.

Meeting Date: August 23, 2021

From: James Williams, (Finance Director)

Subject: Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute an Agreement to Piggyback a State of Florida contract for Management and Consulting services with Government Services Group, Inc. to support management of ARPA funds for an amount of $49,000.00; and providing an effective date.

Staff Recommendation:
Staff recommends approval of the piggyback agreement with Government Services Group, Inc. for a fee not to exceed $49,000.00.

Analysis:
The City of Leesburg has received federal funds under the American Rescue Plan Act (ARPA). These funds can be spent on qualifying projects and expenses. The Federal Government has not provided specific guidance on qualifying projects or expenses. The City has requested the services of Government Services Group, Inc. (GSG) to serve as a consultant to track the funds spent and assist in vetting City projects as being eligible for funding from the ARPA funds.

Attached to this memo is an excerpt from the GSG proposal detailing 17 tasks GSG will assist the City with related to the ARPA funds.

Procurement Analysis:
City purchasing policy allows for piggybacking of State of Florida awarded contracts. The State of Florida Department of Management Services (DMS) has awarded state contract number 80101500-20-1 to Government Services Group, Inc., as well as a number of other management and consulting firms. The City has elected to use GSG for several reasons: 1) The City has a past working relationship with GSG on the Fire Assessment; 2) GSG submitted the lowest compensation for services in a Request for Quote issued by the City of North Lauderdale; and 3) GSG is providing support to the State of Florida for several of the State run programs using ARPA funds.

Procurement staff recommend use of the State of Florida DMS contract in lieu of issuing a competitive solicitation which could take up to 60 days to issue, evaluate and award a contract.

Options:

1. Approve the Agreement to Piggyback the State contract with Government Services Group, Inc. for a fee not to exceed $49,000.00; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

A budget adjustment will be necessary as the funds for this expenditure will come from the ARPA funds.

Account No.	001-1295-519-3410
Project No.	ARPACT

Submission Date and Time: 8/18/2021 1:12:43 PM

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT TO PIGGYBACK A STATE OF FLORIDA CONTRACT FOR MANAGEMENT AND CONSULTING SERVICES WITH GOVERNMENT SERVICES GROUP, INC. TO SUPPORT MANAGEMENT OF ARPA FUNDS FOR AN AMOUNT OF $49,000.00; AND PROVIDING AN EFFECTIVE DATE.

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

THAT the Mayor and City Clerk are hereby authorized to execute an agreement with GOVERNMENT SERVICES GROUP, INC., whose address is 1500 Jahan Drive, Suite 250, Tallahassee, Florida 32308 for management services related to the City's receipt of funds under the American Rescue Plan Act (ARPA).

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held the 23rd day of August 2021.

_____
Mayor

ATTEST:

_____
City Clerk

Project Objective and Services Provided by Government Services Group, Inc (GSG)

The City of Leesburg (City) is seeking technical and project assistance related to the City's implementation of the American Rescue Plan Act (ARPA) services. GSG will provide the following services, as needed, to the City for the duration of the project:

ARPA Service/Task Description	
1. Provide advice to the City about accounting and compliance procedures related to federal grants.	9. Assist with developing closeout strategies and procedures for the City and assist the City with implementing those strategies and procedures.
2. Support to meet all stated deadlines to meet ARPA Act of 2021 required timelines to recover full reimbursement.	10. Assist with responding to any requests for audit information by any source and assist with preparing responses to any audit.
3. Meet with federal representatives and/or state representatives as requested to discuss the City's COVID-19 related costs and expenditures.	11. Use generally recognized accounting principles in carrying out any of the services pursuant to the contract.
4. Assist the City in completing the appropriate documentation required for federal grant funding and submitting all eligible expenditures to the appropriate agencies within the required deadline.	12. Provide miscellaneous services not otherwise described but which the City may require during the contract or any other tasks associated with accounting services or documentation reimbursement process as requested by the City.
5. Provide assistance to determine if any eligible expenses have not been quantified and presented for reimbursement.	13. Provide the City with a final report summarizing the total reimbursement requested, total expenditures by Project Worksheet, and any special circumstances.
6. Assist in tracking all documentation submitted to the cognizant agency.	14. Provide technical assistance with developing, promoting, and maintaining public-facing web-based portals to publish information.
7. Maintain records of all the documentation provided by the City submitted to any outside agency for reimbursement and provide the City with said copies.	15. Provide technical assistance with developing, promoting, and maintaining a secured web-based portal to collect sub-recipient information and documentation to substantiate their request for reimbursement under the CSLFRF.
8. Assist City staff in organizing, reviewing, evaluating, auditing, and tracking City department requests for CSLFRF reimbursements. Reconcile City departmental invoices with City CSLFRF reports. Evaluate City departmental timesheets for eligibility and audit timesheets against existing payroll records. Prepare a final submission for U.S. Inspector General Review.	16. Provide and present comprehensive financial reports and analysis to present to the City Commission and\or Committees.
	17. Work with the City's external auditors, who represent the City as Compliance Officers, for the City's Single Audit Reports.

AGREEMENT TO PIGGYBACK A CONTRACT FOR SERVICES SOLICITED BY ANOTHER PUBLIC ENTITY

THIS AGREEMENT is made as of the 23rd day of August in the year 2021, between **THE CITY OF LEESBURG**, a Florida Municipal Corporation, whose address is 501 West Meadow Street, Post Office Box 490630, Leesburg, Florida 34749-0630 (hereinafter referred to as the "CITY"), and **GOVERNMENT SERVICES GROUP, INC.** whose address is 1500 Jahan Drive, Suite 250, Tallahassee, Florida 32308 (hereinafter referred to as the "CONTRACTOR").

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

WHEREAS, the CITY desires to "piggyback" onto the above referenced Contract between the CONTRACTOR and the State of Florida, Department of Management Services (State) for utilization of the same or similar services for Management Consulting Services State of Florida Contract No. 80101500-20-1 (Contract) and the Contractor consents to the aforesaid "piggybacking".

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

1. **AFFIRMATION**

The CONTRACTOR affirms and ratifies the terms and conditions of the above referenced Contract with the State and agrees to perform the services set forth herein as Attachment 'A' for the CITY in accordance with the terms of said Contract through the ending date of the Contract.

2. **CHANGES**

Services shall be provided in accordance with the terms of the Contract with the State of Florida, Department of Management Services except for the following changes. All other terms shall remain.

a. **Point of Delivery.** Services for the CITY shall be made to the locations as designated by the CITY.
b. **Party Substitution**. References to "State of Florida, Department of Management Services" or "Department" shall be replaced with City of Leesburg (CITY).

3. **SCOPE OF SERVICES**

The Scope of Services (Services) to be provided under this Agreement are generally described as, "Technical and project assistance related to the City's implementation of the American Rescue Plan Act (ARPA) services." The Scope of Services is described in detail in Attachment 'A'.

4. **COMPENSATION**

Compensation for the Services detailed in Attachment 'A' will not exceed $49,000.00 unless additional compensation is authorized in writing and mutually agreed to by the parties.

5. **AMENDMENT**

Any Amendments to the "piggybacked" Contract between CONTRACTOR and State of Florida, Department of Management Services will be automatically incorporated into this Agreement; including extension of the Contract term.

6. **COUNTERPARTS**

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

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

GOVERNMENT SERVICES GROUP, INC.

By: _____

Its: _____
(Title)

CITY OF LEESBURG, FLORIDA

_____
John Christian, Mayor

ATTEST:

_____
J. Andi Purvis, City Clerk

APPROVED AS TO FORM:

_____
Fred A. Morrison, City Attorney

ATTACHMENT 'A'

Task Authorization

Florida Department of Management Services, Management Consulting Services Contract #80101500-20

August 5, 2021

Project Objective and Services Provided by Government Services Group, Inc (GSG)

The City of Leesburg (City) is seeking technical and project assistance related to the City's implementation of the American Rescue Plan Act (ARPA) services. GSG will provide the following services, as needed, to the City for the duration of the project:

ARPA Service/Task Description	
1. Provide advice to the City about accounting and compliance procedures related to federal grants.	9. Assist with developing closeout strategies and procedures for the City and assist the City with implementing those strategies and procedures.
2. Support to meet all stated deadlines to meet ARPA Act of 2021 required timelines to recover full reimbursement.	10. Assist with responding to any requests for audit information by any source and assist with preparing responses to any audit.
3. Meet with federal representatives and/or state representatives as requested to discuss the City's COVID-19 related costs and expenditures.	11. Use generally recognized accounting principles in carrying out any of the services pursuant to the contract.
4. Assist the City in completing the appropriate documentation required for federal grant funding and submitting all eligible expenditures to the appropriate agencies within the required deadline.	12. Provide miscellaneous services not otherwise described but which the City may require during the contract or any other tasks associated with accounting services or documentation reimbursement process as requested by the City.
5. Provide assistance to determine if any eligible expenses have not been quantified and presented for reimbursement.	13. Provide the City with a final report summarizing the total reimbursement requested, total expenditures by Project Worksheet, and any special circumstances.
6. Assist in tracking all documentation submitted to the cognizant agency.	14. Provide technical assistance with developing, promoting, and maintaining public-facing web-based portals to publish information.
7. Maintain records of all the documentation provided by the City submitted to any outside agency for reimbursement and provide the City with said copies.	15. Provide technical assistance with developing, promoting, and maintaining a secured web-based portal to collect sub-recipient information and documentation to substantiate their request for reimbursement under the CSLFRF.
8. Assist City staff in organizing, reviewing, evaluating, auditing, and tracking City department requests for CSLFRF reimbursements. Reconcile City departmental invoices with City CSLFRF reports. Evaluate City departmental timesheets for eligibility and audit timesheets against existing payroll records. Prepare a final submission for U.S. Inspector General Review.	16. Provide and present comprehensive financial reports and analysis to present to the City Commission and\or Committees.
	17. Work with the City's external auditors, who represent the City as Compliance Officers, for the City's Single Audit Reports.

Deliverables

At the conclusion of Phase One, GSG will provide the City with the results of its needs assessment in the form of an ARPA Plan. The Plan will include the following categorical elements and a high-level analysis as illustrated below:

Financial Estimates by Tranche	Strategic Road Map
•Public health emergency with respect to COVID-19 or its negative economic impacts; •Lost Revenue due to such emergency; and •Investments in water, sewer, or broadband infrastructure.	•Priority listing in implementing the City's Plan; •Timeline for completion; •Project management services, monitoring plan and ongoing communications plan; and •Estimate of fees and resources required to implement the Phase Two Plan.

Project Timeline

The City may claim ARP Funds eligible costs incurred from March 3, 2021, through December 31, 2024. We anticipate the project timeline will be as follows:

Phase One: August to September 2021
Phase Two: October 2021 to March 2025

We have proposed the end date for 90 days after the eligibility period to submit final documentation to the City's cognizant agency and close out the ARP grant.

Project Budget

Our fees for professional services include professional staffing, administrative support, report production, and travel costs. We estimate Phase One will take 60 days to compete from project initiation. GSG is ready to commence within 10 days of a notice to proceed.

We will invoice the City monthly, and invoices are due upon receipt. Our fees are based on time and materials for personnel involved in the engagement at hourly rates commensurate with the professional's level and experience as outlined in the State Contract. GSG's State Term Contract hourly rates is shown on the following page:

State Term Position Category	Key Resources	Hourly Rate
Principal	David G. Jahosky Chris Polischuck	$250
Senior Consultant	Sandi Walker Joseph Sheets	$185
Consultant	Lindsay McGee	$150
Junior Consultant	Hannah Mandatta Holly Vera	$115

Actual work effort may vary, but GSG's fees and expenses will not exceed $49,000 for Phase One. GSG will invoice for actual fees and expenses monthly. All invoices are due upon receipt. An estimate for Phase Two will be provided at the conclusion of Phase One. If unforeseen circumstances cause us to believe that our professional fees will exceed the estimate provided above, we will discuss this situation with you and mutually agree upon an appropriate course of action.

Terms and Conditions

GSG is proposing to assist the City of Leesburg, Florida (City) utilizing the State of Florida Department of Management Services, Management Consulting Services Contract #80101500-20 (State Contract). The contract terms and conditions used in this document are managed by the Florida Department of Management Services and are in the State Contracts, Agreements and Price Lists. The State Contract is incorporated herein by reference and maintained in the contract manager's file. Contract Details can be found through the link below:

https://www.dms.myflorida.com/business_operations/state_purchasing/state_contracts_and_agreements/state_term_contracts/management_consulting_services2

City of Leesburg
Lake Front City

Agenda Memorandum

Item No:	5.B.2.
Meeting Date:	August 23, 2021
From:	Mike Thornton, (Purchasing Manager), Jack Rogers, (Gas Director)
Subject:	Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute an agreement for natural gas distribution line installation services with Equix Energy Services, LLC; and Providing an effective date.

Staff Recommendation:
Staff recommends approval of the resolution authorizing execution of the Agreement with Equix Energy Services, LLC.

Analysis:
The purpose of this solicitation is to contract with a qualified and experienced contractor to provide natural gas utility piping installation. The Contractor will be used on an as-needed basis by the City's Natural Gas Utility to supplement installation activities. There is a significant amount of development occurring in the City's service territory. It may be necessary for the gas utility to use a contractor to supplement distribution and service line installation.

The City Commission previously (July 12, 2021) approved execution of an Agreement with Direct Underground Construction, LLC. The Contractor did not possess the necessary equipment to perform the fusion welding of the MDPE gas pipe and was not able to perform services under the Agreement. Staff issued a Termination for Convenience with Direct Underground Construction, LLC. Equix Energy Services, LLC (Equix) is the second ranked Contractor that responded to the City's Invitation for Bid. Staff have verified that Equix does possess all the equipment, training, and certifications to perform MDPE fusion welding. Staff further verified with 3 project references that Equix has successfully completed gas line installation that includes fusion welding of the MDPE pipe.

Procurement Analysis:
On May 14, 2021, the Procurement Division issued Invitation for Bid (IFB) 210211 requesting contractors to submit unit price bids for installation of various gas polypipe sizes for various lengths. The pricing was for installation only as the City will provide all materials necessary.

On June 1, 2021, the City received 4 responses. The responding contractors are:

- ~~Direct Underground Construction, LLC~~ Contract Terminated.

- Equix Energy Services, LLC
- Miller Pipeline, LLC
- Castle

Options:

1. Approve the resolution authorizing execution of the unit price Construction Services Agreement with Equix Energy, Inc.; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

If contractor services are needed, the Gas Department will pay for the costs from their contract services account for the individual projects being worked on. The Gas Department has funds available for this expense.

Submission Date and Time: 8/18/2021 1:13:21 PM

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT FOR NATURAL GAS DISTRIBUTION LINE INSTALLATION SERVICES WITH EQUIX ENERGY SERVICES, LLC; AND PROVIDING AN EFFECTIVE DATE.

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

THAT the Mayor and City Clerk are hereby authorized to execute an agreement with EQUIX ENERGY SERVICES, LLC., whose address is 32410 Blue Star Highway, Midway, Florida 32343 for construction services to install natural gas distribution pipe pursuant to Invitation for Bid (IFB) 210211.

THAT all future expenditures for services ordered under this Agreement are approved provided the department has specifically budgeted for the purchase of the services and the City Commission has appropriated funds in the applicable fiscal year for said services.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held the 23rd day of August 2021.

_____
Mayor

ATTEST:

_____
City Clerk

FIXED UNIT PRICE AGREEMENT
FOR CONTRUCTION SERVICES

THIS AGREEMENT is made as of the 23rd day of August in the year 2021, between The City of Leesburg, a Florida Municipal Corporation, whose address is 501 West Meadow Street, Post Office Box 490630, Leesburg, Florida 34749-0630 (hereinafter referred to as the "CITY"), and **EQUIX ENERGY SERVICES, LLC** whose principal address is 32410 Blue Star Hwy, Midway, Florida 32343 (hereinafter referred to as the "CONTRACTOR").

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

1. **Contract Documents.** The following documents and information are incorporated by reference and made part hereof; and shall comprise the Contract Documents.
   a. This Agreement; and
   b. Fixed Unit Prices included here as Attachment 'A'; and
   c. Supplemental Conditions incorporated by reference and included here as Attachment 'B'.
   d. Technical Requirements from the Solicitation Package 7126 Natural Gas Utility Distribution Line Installation Services 210211 included here as Attachment 'C'

2. **Scope of Services.** The CONTRACTOR shall furnish all labor, supervision, and equipment necessary for the installation of natural gas Medium Density Poly-Ethylene (MDPE) pipe for distribution lines for the Leesburg Natural Gas Utility on an as needed and ordered basis.

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

3. **Costs/Compensation.** The CONTRACTOR shall perform the Construction Services based on the Fixed Unit costs for the specified sizes of pipe detailed in Attachment 'B'.

4. **Invoices and Payment.** Payment will be made based on accurate invoices submitted by the CONTRACTOR no more frequently than twice monthly. Invoice amount will be based on the quantity (feet) of pipe installed and accepted by the City, and any mobilization fees. The quantity of pipe installed for each size will be multiplied by the unit cost listed in Attachment 'B' for each size pipe.

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

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

7. **Term of Agreement**.

a. **Initial Term**. The Initial Term of the Agreement will be through June 30, 2022.

b. **Option to Renew.** The CITY may renew the Agreement for an additional term or terms ("Renewal Terms") not to exceed a total of three (3) additional years if mutually agreed upon by the CONTRACTOR and the CITY. 6. Firm Fixed Price Period. All Pricing will be firm and fixed during the Initial Term of the Agreement. For any Renewal Terms, the CONTRACTOR may request a price adjustment as provided for in the Cost Adjustments section.

8. **Cost Adjustment.** Pricing for any Renewal Terms will be subject to an adjustment only if increases in the industry can be documented. However, unless very unusual and significant changes have occurred in the industry, such increases shall not exceed 5% per year. The CONTRACTOR is responsible for requesting any Price Adjustment during the Contract renewal process. Any requested price increase shall be fully documented and submitted to the CITY at least sixty (60) days prior to the then current Contract term. Any approved Price Adjustment will become effective when the Contract is extended by written Amendment. The CITY may, after examination, refuse to accept the requested Price Adjustment if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the CITY does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the CITY, the Agreement will not be renewed.

9. **Commencement and Completion**. All services will be ordered by the CITY through the issuance of a Work Order. The CITY and the CONTRACTOR will mutually agree upon a project schedule for each Work Order issued by the CITY. The projects and work to be completed.

10. **Liquidated Damages. None**

11. **Termination for Convenience or Cause.**

a. **For Convenience.** The CITY may terminate this Agreement at any time without cause by providing the CONTRACTOR with FOURTEEN (14) calendar days advance notice in writing, delivery by email is acceptable. In the event of termination for convenience, all finished or unfinished deliverable items prepared by the CONTRACTOR under this Agreement shall, at the option of the CITY, become the CITY's property. If the Agreement is terminated for convenience by the CITY as provided herein, the CONTRACTOR shall be paid for services satisfactorily completed, less payment or

compensation previously made. The CONTRACTOR shall not incur any additional expenses after receiving the written notice of termination.

b. **For Cause or Default.** If, through any cause, the CONTRACTOR should fail to fulfill in a timely and proper manner its obligations under this Agreement, other than for the instances listed below due to "Force Majeure," the CITY will have the right to terminate this Agreement by providing a written notice (Show Cause Notice) to the CONTRACTOR requiring a written response due within FIVE (5) calendar days from receipt of the written notice as to why the Agreement should not be terminated for default. The CITY's Show Cause Notice shall include an Agreement termination date at least SEVEN (7) calendar days subsequent to the due date for the CONTRACTOR's response. Should the CONTRACTOR fail to respond to such show cause notice, or if the CITY determines that the reasons provided by the CONTRACTOR for failure of the CONTRACTOR to fulfill its contractual obligations do not justify continuation of the contractual relationship, the Agreement shall be considered to have been terminated for default on the date indicated in the Show Cause Notice. Should the CITY determine that the CONTRACTOR provided adequate justification that a termination for default is not appropriate under the circumstances; the CITY shall have a unilateral option to either continue the Agreement according to the original contract provisions or to terminate the contract for convenience. In the event that the CITY terminates the contract for default, all finished or unfinished deliverable items under this contract prepared by the CONTRACTOR shall, at the option of the CITY, become CITY property, and the CONTRACTOR shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials. Notwithstanding this compensation, the CONTRACTOR shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of any breach of this Agreement, and the CITY may withhold any payment due the CONTRACTOR for the purpose of set-off until such time as the exact amount of damages due the CITY from such breach can be determined.

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

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

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

The CITY may terminate this Agreement for cause without penalty or further obligation at any time following Agreement execution, if any person significantly involved in initiating,

negotiating, securing, drafting, or creating the Agreement on behalf of the CITY is at any time while the Agreement or any extension thereof is in effect, an employee or agent of any other party to the Agreement in any capacity or consultant to any other party of the Agreement with respect to the subject matter of the Agreement. Additionally, the CITY may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the CITY from any other party to the Agreement.

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

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

13. **Insurance Requirements.**

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

i All required insurance shall be provided by insurers acceptable to the CITY with an A.M. Best rating of at least A: VII.

ii The CONTRACTOR shall require, and shall be responsible for assuring that any and all of its subcontractors secure and maintain such insurance that are required by law to be provided on behalf of their employees and others until the completion of that subcontractors work.

iii The required insurance shall be secured and maintained for not less than the limits required by the CITY, or as required by law, whichever is greater. iv. The required insurance shall not limit the liability of the CONTRACTOR. The CITY does not represent these coverages or amounts to be adequate or sufficient to protect the CONTRACTOR's interests or liabilities, but are merely required minimums.

iv The provisions of the required insurance are subject to the approval of the City's Risk Manager, and upon request, the CONTRACTOR shall make available certified copies of the various policies for inspection.

v All liability insurance, except professional liability, shall be written on an occurrence basis.

vi The CONTRACTOR waives its right of recovery against the CITY to the extent permitted by its insurance policies.

vii Insurance required of the CONTRACTOR, or any other insurance of the CONTRACTOR shall be considered primary, and insurance of the CITY, if any, shall be considered excess as applicable to any claims which arise out of the agreement, Contract or lease.

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

i Except for workers' compensation and professional liability, the CONTRACTOR's insurance policies shall be endorsed to name the City of Leesburg as additional insured to the extent of the agreement, Contract or lease.

ii The Certificate(s) of Insurance shall designate the CITY as certificate holder as follows: City of Leesburg, Attn: Purchasing Manager, P.O. Box 490630, Leesburg, Florida 34749-0630.

iii The Certificate(s) of Insurance shall include a reference to the project and/or purchase order number.

iv The Certificate(s) of Insurance shall indicate that the CITY shall be notified at least thirty (30) days in advance of cancellation.

v The Certificate(s) of Insurance shall include all deductibles and/or self-insurance retentions for each line of insurance coverage.

vi The CONTRACTOR, at the discretion of the Risk Manager for the CITY, shall provide information regarding the amount of claims payments or reserves chargeable to the aggregate amount of the CONTRACTOR's liability coverage(s).

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

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

d. Business Automobile Liability - The CONTRACTOR shall purchase and maintain Business Automobile Liability coverage on forms no more restrictive than the latest editions of the Business Automobile Liability policies of the Insurance Services Office (ISO). The Business Automobile Liability policy shall provide minimum limits of

$1,000,000 per occurrence combined single limit that includes coverage for claims for bodily injury and property damage arising from the use of motor vehicles, including on-site and off-site operations, and owned, non-owned and hired vehicles, and employee non-ownership use.

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

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

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

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

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

16. **Public Records Retention.** CONTRACTOR shall keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the services being provided by CONTRACTOR herein. CONTRACTOR shall provide the public with access to public records on the same terms and conditions that the CITY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes. CONTRACTOR shall ensure that public records that are exempt or confidential and exempt from

public records disclosure requirements are not disclosed except as authorized by law. CONTRACTOR shall meet all requirements for retaining public records and transfer, at no cost, to the CITY all public records in possession of the CONTRACTOR upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the CITY by CONTRACTOR in a format that is compatible with the information technology systems of the CITY.

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

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

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

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

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

21. **Jurisdiction.** The laws of the State of Florida shall govern the validity of this Agreement, its interpretation and performance, and any other claims related to it. In the event of

any litigation arising under or construing this Agreement, venue shall lie only in Lake County, Florida.

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

CONTRACTOR Contact Information
Name/Title: Travis Thagard
Telephone: (850) 878-1212
Email Address: tthagard@equixinc.com

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

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

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

25. **Risk of Loss.** The CONTRACTOR shall indemnify and hold the CITY harmless from any and all claims, liability, losses and causes of action which may arise out of the fulfillment of this Agreement except to the extent caused by acts or omissions of the CITY or those under its control. The CONTRACTOR shall pay all claims and losses of any nature whatsoever in connection therewith, and shall defend all suits, in the name of the CITY when applicable, and shall pay all costs and judgments which may issue thereon.

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

date of termination. If this contract is terminated for a violation of the statute by the CONTRACTOR, the CONTRACTOR may not be awarded a public contract for a period of ONE (1) year after the date of termination.

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

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

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

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

[*Signature page follows.*]

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

EQUIX ENERGY SERVICES, LLC

By: _____

Printed: _____

Its: _____
(Title)

CITY OF LEESBURG, FLORIDA

_____
John Christian, Mayor

ATTEST:

_____
J. Andi Purvis, City Clerk

Approved as to form:

_____
Fred A. Morrison, City Attorney

Attachment 'A'
Fixed Unit Cost Prices

		Mobilization Cost:	$500.00	
ITEM #	**INSTALL QUANTITY**	**UNIT**	**PER FOOT PRICE (Trench & Backfill)**	**DEDUCT FOR COMMON TRENCH***
3/4-inch MDPE Poly Pipe - Installed in Ground				
1A	0-100	Linear Foot	$21.85	$2.00
1B	101-500	Linear Foot	$17.50	$2.00
1C	500-1000	Linear Foot	$11.70	$2.00
1D	1000-5000	Linear Foot	$9.95	$2.00
1E	Over 5000	Linear Foot	$8.85	$2.00
1-inch MDPE Poly Pipe - Installed in Ground				
2A	0-100	Linear Foot	$22.50	$2.00
2B	101-500	Linear Foot	$18.50	$2.00
2C	500-1000	Linear Foot	$12.05	$2.00
2D	1000-5000	Linear Foot	$10.25	$2.00
2E	Over 5000	Linear Foot	$9.15	$2.00
2-inch MDPE Poly Pipe - Installed in Ground				
3A	0-100	Linear Foot	$24.45	$3.00
3B	101-500	Linear Foot	$15.60	$3.00
3C	500-1000	Linear Foot	$12.35	$3.00
3D	1000-5000	Linear Foot	$8.95	$3.00
3E	Over 5000	Linear Foot	$7.75	$3.00
4-inch MDPE Poly Pipe - Installed in Ground				
4A	0-100	Linear Foot	$29.85	$3.00
4B	101-500	Linear Foot	$21.30	$3.00
4C	500-1000	Linear Foot	$15.45	$3.00
4D	1000-5000	Linear Foot	$11.15	$3.00
4E	Over 5000	Linear Foot	$9.25	$3.00
6-inch MDPE Poly Pipe - Installed in Ground				
5A	0-100	Linear Foot	$45.00	$3.00
5B	101-500	Linear Foot	$30.60	$3.00
5C	500-1000	Linear Foot	$22.55	$3.00
5D	1000-5000	Linear Foot	$15.00	$3.00
5E	Over 5000	Linear Foot	$12.60	$3.00

Attachment 'B'
SUPPLEMENTAL CONDITIONS – CONSTUCTION

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

l. **Defective:** An adjective which when modifying the word Work refers to Work that is unsatisfactory, faulty or deficient, or does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents, or has been damaged prior to Engineer's recommendation of final payment (unless responsibility for the protection thereof has been assumed by CITY at Substantial Completion or CITY has taken beneficial use of completed portions.

m. **Shop Drawings:** All drawings, diagrams, illustrations, schedules and other data which are specifically prepared by or for CONTRACTOR to illustrate some portion of the Work and all illustrations, brochures, standard schedules, performance charts, instructions, diagrams and other information prepared by a Supplier and submitted by CONTRACTOR to illustrate material or equipment for some portion of the Work.

n. **Substantial Completion:** The Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer as evidenced by Engineer's definitive certificate of Substantial Completion, it is sufficiently complete, in accordance with the Contract Documents, so that the Work (or specified part) can be utilized for the purposes for which it is intended; or if there be no such certificate issued, when final payment is due. The terms "substantially complete" and "substantially completed" as applied to any Work refer to Substantial Completion thereof.

o. **Underground Facilities:** All pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels or other such facilities or attachments, and any encasements containing such facilities which have been installed underground to furnish any of the following services or materials: electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, sewage and drainage removal, traffic or other control systems or water.

2. **INSPECTION OF WORK**

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

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

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

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

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

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

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

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

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

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

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

7. **WORKMANSHIP, MATERIALS, APPLIANCES, AND EMPLOYEES**
All work will be done in a competent and workmanlike manner. Workmanship shall be first class and the finished product equal to the best-accepted standards of the trade for the category of work

performed. It is the CITY's intent to obtain a high-quality job that will operate and function with least maintenance costs. The CONTRACTOR shall, if requested by CITY, furnish satisfactory evidence as to the kind and quality of materials.
Unless otherwise stipulated, the CONTRACTOR shall provide and pay for all materials, labor, water, tools, equipment, light, power, transportation and other facilities necessary for the execution and completion of the work.

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

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

8. **GENERAL QUALITY AND STANDARDS**

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

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

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

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

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

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

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

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

9. **PROJECT COORDINATION**

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

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

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

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

10. **COORDINATION WITH UTILITY COMPANIES**

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

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

11. **SUPERVISION**

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

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

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

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

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

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

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

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

15. **PRE-CONSTRUCTION MEETING**
The CITY shall schedule a meeting after the Notice of Award. The City Project Representative, and CONTRACTOR shall attend this mandatory meeting. The following items shall be completed:
    a. Submission of list of Subcontractors, Schedule of Values and Progress Schedule.
    b. Designation of Personnel representing the parties in Contract.
    c. Use of premises by CITY and the CONTRACTOR.
    d. Survey layout and scheduling.
    e. Security and housekeeping procedures.
    f. Requirements for start-up of equipment.

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

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

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

17. **CONTRACTOR'S REQUESTS FOR INTERPRETATION (RFIs)**
Should CONTRACTOR be unable to determine from the Contract Documents the exact material, process, or system to be installed; or when the elements of construction are required to occupy the same space (interference); or when an item of Work is described differently at more than one place in the Contract Documents; the CONTRACTOR shall request that the Architect/Engineer (AE), or CITY Representative, make an interpretation of the requirements of the Contract Documents to resolve such matters. CONTRACTOR shall comply with procedures specified herein to make Requests for Interpretation (RFIs).
    a. Submission of RFIs: RFIs shall be prepared and submitted on a form provided by the CITY.
        i. Forms shall be completely filled in, and if prepared by hand, shall be fully legible after copying by xerographic process.
        ii. Each RFI shall be given a discrete, consecutive number.
        iii. Each page of the RFI and each attachments to the RFI shall bear the CITY's project name, project number, date, RFI number and a descriptive title.
        iv. CONTRACTOR shall sign all RFIs attesting to good faith effort to determine from the Contract Documents the information requested for interpretation. Frivolous RFIs shall be subject to reimbursement from CONTRACTOR to CITY for fees charged by A/E, A/E consultants and other design professionals engaged by the CITY.
    b. Subcontractor-Initiated and Supplier-Initiated RFIs: RFIs from subcontractors and material suppliers shall be submitted through, be reviewed by and be attached to an RFI prepared, signed and submitted by CONTRACTOR. RFIs submitted directly by subcontractors or material suppliers will be returned unanswered to the CONTRACTOR.

i. CONTRACTOR shall review all subcontractor- and supplier-initiated RFIs and take actions to resolve issues of coordination, sequencing and layout of the Work.
ii. RFIs submitted to request clarification of issues related to means, methods, techniques and sequences of construction or for establishing trade jurisdictions and scopes of subcontracts will be returned without interpretation. Such issues are solely the CONTRACTOR'S responsibility.
iii. CONTRACTOR shall be responsible for delays resulting from the necessity to resubmit an RFI due to insufficient or incorrect information presented in the RFI.

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

18. **CHANGES IN THE WORK**

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

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

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

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

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

19. **DETAIL DRAWINGS AND INSTRUCTIONS**

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

20. **OWNERSHIP OF DRAWINGS**

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

21. **SURVEYS, PERMITS AND REGULATIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

27. **USE OF COMPLETED PORTIONS**
Use by CITY of any finished part of the Work, which has specifically been identified in the Contract Documents, or which CITY, Engineer and CONTRACTOR agree constitutes a separately functioning and useable part of the Work that can be used by CITY without significant interference with CONTRACTOR's performance of the remainder of the Work, may be accomplished prior to Substantial Completion of all the Work subject to the following:
    a. CITY at any time may request CONTRACTOR in writing to permit CITY to use any such part of the Work which CITY believes to be ready for its intended use and substantially complete. If CONTRACTOR agrees, CONTRACTOR will certify to CITY and Engineer that said part of the Work is substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work. CONTRACTOR at any time may notify CITY and Engineer in writing that CONTRACTOR considers any such part of the Work ready for its intended use and substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work. Within a reasonable time after either such request, CITY, CONTRACTOR and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify CITY and CONTRACTOR in writing giving the reasons therefore. If Engineer considers that part of the Work to be substantially complete, the provisions of Substantial Completion

will apply with respect to certification of that part of the Work and the division of responsibility in respect thereof and access thereto.

b. CITY may at any time request CONTRACTOR in writing to permit CITY to take over operation of any such part of the Work although it is not substantially complete. A copy of such request will be sent to Engineer and within a reasonable time thereafter CITY, CONTRACTOR and Engineer shall make an inspection of that part of the Work to determine its status of completion and will prepare a list of the items remaining to be completed or corrected thereon before final payment. If CONTRACTOR does not object in writing to CITY and Engineer that such part of the Work is not ready for separate operation by CITY , Engineer will finalize the list of items to be completed or corrected and will deliver such list to CITY and CONTRACTOR together, with a written recommendation as to the division of responsibilities pending final payment between CITY and CONTRACTOR with respect to security, operation, safety, maintenance, utilities, insurance, warranties and guarantees for that part of the Work, which will become binding upon CITY and CONTRACTOR at the time when CITY takes over such operation (unless they shall have otherwise agreed in writing and so informed Engineer). During such operation and prior to Substantial Completion of such part of the Work, CITY shall allow CONTRACTOR reasonable access to complete or correct items on said list and to complete other related Work.

c. If CITY finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, such use or occupancy may be accomplished in accordance with this Article; provided that no such use or occupancy shall commence before the insurers providing the property insurance have acknowledged notice thereof and in writing effected the changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be cancelled or lapse on account of any such partial use or occupancy.

28. **PROMPT PAYMENT**

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

29. **PAYMENTS WITHHELD**

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

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

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

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

30. **FINAL PAYMENT APPLICATION**

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

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

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

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

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

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

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

31. **DAMAGES**

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

32. **ACCEPTANCE OF FINISHED WORK**

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

33. **FINAL CLEAN UP**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

42. **EXECUTION, CORRELATION AND INTENT OF DOCUMENTS**
The Agreement shall be signed in quadruplicate by the CITY and the CONTRACTOR. The Contract Documents comprise the entire agreement between CITY and CONTRACTOR concerning the Work. The Contract Documents are complementary; what is called for by one is

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

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

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

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

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

45. **CLARIFICATIONS AND INTERPRETATIONS OF CONTRACT DOCUMENTS**

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

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

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

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

46. **SAFETY AND PRECAUTION**

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

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

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

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

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

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

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

47. **RECORD DOCUMENTS**

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

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

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

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

48. **PHYSICAL CONDITIONS-UNDERGROUND FACILITIES**

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

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

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

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

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

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

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

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

49. **PHYSICAL CONDITIONS**

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

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

50. **REVIEW OF APPLICATION FOR PROGRESS PAYMENT**

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

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

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

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

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

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

51. **SUBSTANTIAL COMPLETION**

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

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

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

52. **INSPECTIONS, CORRECTION, REMOVAL OF DEFECTIVE WORK**

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

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

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

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

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

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

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

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

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

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

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

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

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

54. **ARBITRATION**

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

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

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

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

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

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

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

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

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

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

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

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

[END OF ATTACHMENT ‘A’]

1. **POTENTIAL PROJECTS**
   This is a list of representative projects where the City Gas Department may need Contractor support for pipeline installation.

   a. Fox Pointe is on S. 27 near Hawthorne
   b. Liberty Preserve phase 2 is off Radio Rd.
   c. Mcleyea is off 48 and Number 2 Rd.
   d. Lake Griffin Reserve is off North Lake Ave.
   e. Tara Oaks is off of Schoolview, 468
   f. Venetian Isles is off Dixie
   g. Windsong is S on 27 near Highland Lakes
   h. Park Square is in Fruitland Park, off 468
   i. HU landing is off W. Main
   j. Silver Lakes Villas is off 44 near Silver Lake
   k. Leesburg Landing is off Thopmas Rd.

2. **MATERIALS**
   a. THE CITY GAS UTILITY WILL PROVIDE ALL MATERIALS NECESSARY FOR THE INSTALLATION OF THE GAS DISTIRBUTION LINES. MATERIAL WILL GENERALL INLCUDE BUT NOT BE LIMITED TO MDPE PIPE, ELS, TEES, VALVES, TAPPING TEES, AND CAPS.

   b. MDPE PIPE IS PROVIDED ON 500 FOOT ROLLS.

   c. CONTRACTOR WILL BE RESPONSIBLE FOR THE PICK-UP OF ALL MATERIAL FROM THE CITY'S CENTRAL WAREHOUSE LOCATED AT 2010 GRIFFIN ROAD, LEESBURG, FL 34748.

   d. CONTRACTOR WILL RETURN ALL UNUSED MATERIAL AND EMPTY MDPE PIPE SPOOOLS TO THE CITY'S CENTRAL WAREHOUSE.

3. **SCOPE OF WORK**

   The City will supply all materials to be incorporated into the construction. Contractor will provide labor, supervision, and equipment.

   a. MANDATORY REQUIREMENTS
      i. Review and familiarize yourself with the City's current Construction Plan as required by 49 CFR Part 192 and provided in this Solicitation Package.

ii. Before starting the project, provide observed destructed fusion tests applicable to the size and process being used. This will be performed before any work begins. To be completed at the gas department 306 So. 6th Street, Leesburg, FL 34748. Standards for the destructed fusion tests are covered in 49 CFR Part 192.283, 192.285, Florida Administrative Code Chapter 25-12.021, ASTM F1055, ASTM D2620 and ASTM D3261.

iii. Contractor will provide required pipe samples as requested by the City for destructive fusion testing during installation work. The requested and required samples will be taken from actual work performed in the field. There will be no additional cost to the City for rework caused by destruction fusion test samples.

iv. Contractor will provide current calibration certification for equipment used on all City work.

v. Contractor will follow the pipeline installation and procedure requirements of Pipeline and Hazardous Material Safety Administration (PHMSA) part 192 and Florida 25-12 and any other applicable code or statute. Where a question of applicable codes may exist, the City will determine which code takes precedence.

b. <u>TECHNICAL REQUIREMENTS</u>

i. Contractor will install all pipe in ground. Contractor will trench, unless it is a common trench, lay pipe in trench per49 CRF 192.319(b)(1) providing firm support under the pipe and preventing damage to the pipe or pipe coating form equipment or from backfill material.

c. <u>CONSTRUCTION MANUAL</u>

i. The "CITY OF LEESBURG GAS DEPARTMENT – CONSTRUCITON – PROCEDURE MANUAL INDEX" is provided as a reference to Contractors as to the City's construction standards.

City of Leesburg
Lake Front City

Agenda Memorandum

Item No: 5.B.3.

Meeting Date: August 23, 2021

From: Mike Thornton, (Purchasing Manager), David Johnson, (Fire Chief)

Subject: Solicitation award and purchase request approval - RFP 200422 - Extrication tools

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Staff Recommendation:
Staff recommends awarding Request for Proposal (RFP) 200422 to Purchase Point and approving the purchase request to Purchase Point Supply, LLC for the amount of $249,835.00.

Analysis:
On January 25, 2021, the City Commission approved Resolution 10,790 authorizing the City (Fire Department) to apply for, and if awarded, accept an Assistance to Firefighters Grant (AFG) being offered by FEMA for the purchase of battery powered extrication tools. On August 5, 2021, the Leesburg Fire Department was notified of being awarded a grant in the amount of $227,122.73 or 90% of the purchase cost. The City will be responsible for 10% or $22,712.27.

The Fire Department request approval to purchase five (5) sets of battery-powered extrication rescue tools. These new tools will replace existing hydraulic extrication rescue tools that are coming to the end of their useful life. This equipment will be used to rescue patients that are entrapped in vehicles as a result of the increasing threat of motor vehicle accidents that the Leesburg Fire Department is facing. The objectives for this project are: to become NFPA compliant (NFPA 1936), to improve patient outcomes, to decrease rescue tool downtime due to maintenance problems, to ensure we can perform extrication on vehicles with ultra-high strength (UHSS) and advanced high-strength steels (AHSS).

Procurement Analysis:
To prepare for this potential purchase, the Procurement Division issued Request for Proposal 200422 on August 24, 2020. On September 8, 2020, the City received three (3) proposals. Representatives from the Fire Department served on the Evaluation Committee. After the initial scoring, the responses ranked as follows:

Company Name	Proposal Price	Quality Score
Municipal Emergency Services, Inc.	$32,860	74%
Emergency Vehicle Repair Inc.	$37,336	62%
Purchase Point Equipment Supply,	$49,967	72%

LLC

All three companies were invited for hands-on testing and use by Leesburg Fire Department personnel. Following the hands-on testing, the Leesburg Fire Department selected the Holmatro equipment offered by Purcahse Point Equipment Supply, LLC as the top ranked equipment. The Holmatro equipment offered benefits that were not provided by equipment proposed by the other two participants.

Procurement staff recommends the City Commission approve award of Request for Proposal 200422 to Purchase Point Equipment Supply, LLC.

Options:

1. Approve award of RFP 200422 to Purchase Point Supply, LLC and approve the purchase request to Purchase Point Supply, LLC for $249,835.00; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

This purchase is being funded 90% or $227,122.73 by the FEMA Assistance to Firefighters Grant and 10% or $22,712.27 by City funds. A Budget Adjustment has been processed in the current year to add the grant funds to the budget. The City's 10% portion was already budgeted and available.

Account No.	001-2220-522.64-10
Project No.	FDAFG1
WF No.	WF1313069 / 001
Requisition	53673

Submission Date and Time: 8/18/2021 1:13:47 PM

Purchasing Division
204 N. 5th Street | P.O. Box 490630 | Leesburg, FL 34749-0630
Ofc (352) 728-9880 |e-mail purch@leesburgflorida.gov

**** NOTIFICATION OF FINAL RANKING ****

Date: **February 2, 2021**
Solicitation No. & Title: **RFP 200422 – Fire Department Extrication Tools**
Contracting Buyer **Melanie Ortiz, Senior Buyer**

The City of Leesburg Evaluation Committee for the above subject Request for Proposal (RFP) has completed their evaluation of the proposals and equipment and have arrived at the following final ranking of respondents to RFP 200422.

Rank	Distributor/Manufacturer
1	Purchase Point Equipment Supply, LLC – Holmatro Group
2	Municipal Emergency Services, Inc. – Hurst Tools
3	Emergency Vehicle Repair, Inc. - AMKUS

The evaluation committee evaluated the submissions in accordance with the evaluation criteria detailed in the RFP. Additionally, the City considered the hands-on use of the proposed equipment as well as other information gathered during the equipment tests and information sessions.

The committee has directed the Purchasing Division to initiate the award of this Solicitation to Purchase Point Equipment Supply, LLC who is the manufacturer's representative for Holmatro Group.

Should you have any questions regarding this notice, please contact me at (352)728-9880. The City appreciates the time and effort of all parties responding to this solicitation.

Respectfully,

Mike Thornton

Mike Thornton, CPPO
Purchasing Manager

Leesburg Fire Department

Interoffice Memorandum

201 S. Canal Street, Leesburg, FL 34748 Phone (352) 728-9780 (Fax) 352-326-6614

To: David Johnson, Fire Chief
Mike Thornton, Purchasing Manager

From: Joseph Mera, Deputy Fire Chief

Date: January 21, 2021

Re: RFP 200422 / 210101 Fire Department Extrication Tools

Recently the Fire Department along with the Purchasing Department, went through the evaluative phases of the RFP for the purchase of battery powered extrication tools. After a review of all the phases of the review process, we are selecting to award the purchase to Purchase point Equipment Supply, LLC for the purchase of Holmatro battery powered extrication Tools.

The decision to choose Holmatro came down to the following factors:

- Ergonomics- testers reported the usability of the tools due to increased ergonomics was substantially higher in Holmatro.
- Water Proof- Holmatro provided the only tool in the RFP that was waterproof as opposed to merely splash proof.
- Service Costs- Holmatro had significantly lower annual service costs.

Award Letter

U.S. Department of Homeland Security
Washington, D.C. 20472

Effective date: 08/05/2021

Joseph Mera
LEESBURG, CITY OF
P O BOX 490630
LEESBURG, FL 34749

EMW-2020-FG-10142

Dear Joseph Mera,

Congratulations on behalf of the Department of Homeland Security. Your application submitted for the Fiscal Year (FY) 2020 Assistance to Firefighters Grant (AFG) Grant funding opportunity has been approved in the amount of $227,122.73 in Federal funding. As a condition of this grant, you are required to contribute non-Federal funds equal to or greater than 10.0% of the Federal funds awarded, or $22,712.27 for a total approved budget of $249,835.00. Please see the FY 2020 AFG Notice of Funding Opportunity for information on how to meet this cost share requirement.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award through the FEMA Grants Outcomes (FEMA GO) system. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Summary Award Memo - included in this document
- Agreement Articles - included in this document
- Obligating Document - included in this document
- 2020 AFG Notice of Funding Opportunity (NOFO) - incorporated by reference

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

Sincerely,

Christopher Logan
Acting Assistant Administrator
Grant Programs Directorate

Summary Award Memo

Program: Fiscal Year 2020 Assistance to Firefighters Grant
Recipient: LEESBURG, CITY OF
DUNS number: 113889752
Award number: EMW-2020-FG-10142

Summary description of award

The purpose of the Assistance to Firefighters Grant program is to protect the health and safety of the public and firefighting personnel against fire and fire-related hazards. After careful consideration, FEMA has determined that the recipient`s project or projects submitted as part of the recipient`s application and detailed in the project narrative as well as the request details section of the application - including budget information - was consistent with the Assistance to Firefighters Grant Program`s purpose and was worthy of award.

Except as otherwise approved as noted in this award, the information you provided in your application for FY 2020 Fiscal Year (FY) 2020 Assistance to Firefighters Grants funding is incorporated into the terms and conditions of this award. This includes any documents submitted as part of the application.

Amount awarded table

The amount of the award is detailed in the attached Obligating Document for Award.

The following are the budgeted estimates for object classes for this award (including Federal share plus your cost share, if applicable):

Object Class	Total
Personnel	$0.00
Fringe benefits	$0.00
Travel	$0.00
Equipment	$249,835.00
Supplies	$0.00
Contractual	$0.00
Construction	$0.00
Other	$0.00
Indirect charges	$0.00
Federal	$227,122.73
Non-federal	$22,712.27
Total	$249,835.00
Program Income	$0.00

Approved scope of work

After review of your application, FEMA has approved the below scope of work. Justifications are provided for any differences between the scope of work in the original application and the approved scope of work under this award. You must submit scope or budget revision requests for FEMA`s prior approval, via an amendment request, as appropriate per 2 C.F.R. § 200.308 and the FY2020 AFG NOFO.

Approved request details:

Equipment

Electric/Gas Powered Saws/Tools

DESCRIPTION

Battery operated hydraulic extrication tools, Holmatro Pentheon Tool Set. Each tool set will consist of (1) cutter, (1) spreader, (2) telescoping ram(s), (8) batteries, (4) chargers, (4) daisy chain power cords, (4) Pentheon on-tool charging cord. This comprises a single "set" of extrication tools, we are requesting 5 sets of the above listed tools and support equipment.

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	5	$49,967.00	$249,835.00	Equipment

City of Leesburg
Lake Front City

Agenda Memorandum

Item No: 5.C.1.

Meeting Date: August 23, 2021

From: Jack Rogers, (Gas Director)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, authorizing and directing the Mayor and City Clerk to execute a Natural Gas Service Agreement between the City of Leesburg and Leesburg Senior Living Partners, LLC, for the purpose of setting forth the terms and conditions under which the City will provide Natural Gas Utility Service to the Development referred to as Leesburg Senior Living; and providing an effective date.

Staff Recommendation:
Staff recommends approval of a Natural Gas Service Agreement with Leesburg Senior Living Partners, LLC.

Analysis:
Leesburg Senior Living Partners, LLC, is developing an Assisted Living Facility known as Leesburg Senior Living located near the intersection of Hwy 48 and 33 in Leesburg. Section 22-7 of the Code of Ordinances requires the owner to utilize natural gas water heating for all units and natural gas heating for all common areas of the facilities. The estimated cost of the infrastructure, which will be fully funded by the developer, is $47,727.20.

Procurement Analysis:
NA

Options:
1. Approve the Gas Service Agreement with Leesburg Senior Living Partners, LLC; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:
Developer will place construction funds totaling $47,727.20 in an escrow account sufficient to fully fund the project. A budget adjustment will be processed to add these funds to the current budget.

Account No.	042-0000-223-3100
WF No.	WF1370214

Submission Date and Time: 8/18/2021 1:14:39 PM

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR AND CITY CLERK TO EXECUTE A NATURAL GAS SERVICE AGREEMENT BETWEEN THE CITY OF LEESBURG AND LEESBURG SENIOR LIVING PARTNERS, LLC, FOR THE PURPOSE OF SETTING FORTH THE TERMS AND CONDITIONS UNDER WHICH THE CITY WILL PROVIDE NATURAL GAS UTILITY SERVICE TO THE DEVELOPMENT REFERRED TO AS LEESBURG SENIOR LIVING; 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 Leesburg Senior Living Partners, LLC, for the purpose of setting forth the terms and conditions under which the City will provide natural gas utility service to the development referred to as Leesburg Senior Living.

THAT this Resolution shall take effect upon its passage and adoption according to law.

PASSED AND ADOPTED at the regular meeting of the City Commission of the City of Leesburg, Florida, held on the 23rd day of August 2021.

THE CITY OF LEESBURG, FLORIDA

_____
Mayor

ATTEST:

_____
City Clerk

GAS SERVICE AGREEMENT

THIS AGREEMENT is made and entered into this ___ day of _____, 2021 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 Leesburg Senior Living Partners, LLC. 72 Essex Manor Land, Saunderstown, RI 02874 (hereinafter jointly referred to as "Owner"), sometimes collectively referred to as "Party" or "Parties".

WITNESSETH:

WHEREAS, Owner is developing a Assisted Living Facility located in Leesburg, Florida, known as Leesburg Senior Living (hereafter referred to as the "Development"), in accordance with the master plan for the Development on file with the City;

WHEREAS, Section 22-7 of the Code of Ordinances of the City of Leesburg, Florida, requires that Owner utilize natural gas within the Development; and

WHEREAS, the City has agreed to provide natural gas service to the Development 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 Development. 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 as Exhibit "A" to this Agreement and by reference is made a part hereof. City shall provide such natural gas service from the supply line, including the gas meter.

2. All units will utilize natural gas water heating and all common areas within the development will be heated using natural gas furnaces.

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 Development 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 Forty seven thousand Seven hundred twenty seven dollars and twenty cents . ($47,727.20). 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.

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. 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.

7. The City shall both own and maintain the natural gas system, up to and including the natural gas meter, within the Development. The natural gas system from the outlet of the gas meter to the appliance utilizing the natural gas shall be maintained by the Owner or homeowner.

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.

14. 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.

15. 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.

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

THE CITY OF LEESBURG, FLORIDA

BY: _____
JOHN CHRISTIAN, Mayor

ATTEST: _____
ANDI PURVIS, City Clerk

APPROVED AS TO FORM AND CONTENT:

_____
CITY ATTORNEY

Leesburg Senior Living Partners, LLC

BY: _____
Charles W Anderson, Manager

City of Leesburg
Lake Front City

Agenda Memorandum

Item No: 5.C.2.

Meeting Date: August 23, 2021

From: Jack Rogers, (Gas Director)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, authorizing the City Manager to approve expenditures not to exceed $200,000.00, to fund construction of approximately 2,000 feet of new steel Natural Gas Lines along County Road 470 near County Road 501, and abandonment of approximately 1,500 feet of existing Natural Gas lines to facilitate construction of a Golf Cart Tunnel, pertaining to the expansion of The Villages development in that area; and providing an effective date.

Staff Recommendation:
Staff recommends approval of a Resolution authorizing the City Manger to approve expenditures for the installation of Natural Gas lines at County Roads 470 and 501 pursuant to the Construction, Purchase and Sale Agreement with South Sumter Gas Company.

Analysis:
On February 12, 2018, the City entered into a Construction, Purchase and Sale Agreement with South Sumter Gas Company, for Natural Gas service to The Villages. Pursuant to this agreement, the City is obligated to construct and maintain all lines on CR 501, 470, and any additional lines required to serve The Villages infrastructure. The Villages expansion along CR 470 requires the installation of approximately 2,000 feet of new steel gas main and subsequent abandonment of approximately 1,500 feet of six inch steel gas main to accommodate the construction of a golf cart tunnel. This resolution seeks authorization for the City Manager to approve an amount not to exceed $200,000 for this purpose. This project is expected to commence in mid September. Funds for this project are appropriated in the FY 22 Budget.

Procurement Analysis:
NA

Options:
1. Approve the City Manager's authorization of fund expenditures; or
2. Such other action as the Commission deems appropriate.

Fiscal Impact:
Authorization is for funds not to exceed $200,000. If necessary, a budget adjustment will be processed in the current year to use available Gas Fund Cash. This project is included in the FY 22 Budget.

Submission Date and Time: 8/18/2021 1:15:21 PM

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, AUTHORIZING THE CITY MANAGER TO APPROVE EXPENDITURES NOT TO EXCEED $200,000.00, TO FUND CONSTRUCTION OF APPROXIMATELY 2,000 FEET OF NEW STEEL NATURAL GAS LINES ALONG COUNTY ROAD 470 NEAR COUNTY ROAD 501, AND ABANDONMENT OF APPROXIMATELY 1,500 FEET OF EXISTING NATURAL GAS LINES TO FACILITATE CONSTRUCTION OF A GOLF CART TUNNEL, PERTAINING TO THE EXPANSION OF THE VILLAGES DEVELOPMENT IN THAT AREA; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Leesburg provides natural gas utility service to The Villages development along CR 470 in Lake and Sumter Counties, and

WHEREAS, The Villages is expanding its development along CR 470, in the area of CR 501, which will require construction of new natural gas lines to serve the expanded area of The Villages, and

WHEREAS, The Villages plans to construct a golf cart tunnel for access by golf carts to its development on both sides of CR 470, and this will require abandonment of approximately 1,500 feet of existing natural gas lines, and

WHEREAS, it is in the best interests of the City of Leesburg and its citizens to continue providing natural gas service to The Villages as it expands,

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

THAT the City Manager is authorized to approve expenditures not to exceed $200,000.00 to fund construction of approximately 2,000 feet of new steel natural gas lines along CR 470 to serve The Villages, and to fund the abandonment of approximately 1,500 feet of existing natural gas lines to facilitate construction of a golf cart tunnel by The Villages.

THAT this Resolution shall take effect immediately 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, on the 23rd day of August 2021.

THE CITY OF LEESBURG, FLORIDA

_____
Mayor

ATTEST:

_____

City Clerk

City of Leesburg
Lake Front City

Agenda Memorandum

Item No: 5.C.3.

Meeting Date: August 23, 2021

From: Al Minner, (City Manager)

Subject: Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Vacant Land Contract between the City of Leesburg and Park Square Enterprises, LLC; and providing an effective date.

Staff Recommendation:
Approve Vacant Land Contract

Analysis:
This Property is being sold to Buyer explicitly for use in constructing a road to access other land owned by Buyer and located in the City of Fruitland Park. The property will be subject to conditions outlined in a companion Gas Service Agreement between the Seller and Buyer. This Contract shall not be binding on Seller unless both Buyer and Seller enter into the Gas Service Agreement simultaneously with the execution of this Contract.

Procurement Analysis:

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

Fiscal Impact:

Submission Date and Time:

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A VACANT LAND CONTRACT BETWEEN THE CITY OF LEESBURG AND PARK SQUARE ENTERPRISES, LLC; AND PROVIDING AN EFFECTIVE DATE.

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

THAT the Mayor and City Clerk are hereby authorized to execute a Vacant Land Contract with Park Square Enterprises, LLC, whose address is 5200 Vineland Road, Suite 200, Orlando, Florida 32811.

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 23rd day of August 2021.

_____
Mayor

ATTEST:

_____
City Clerk

Vacant Land Contract

* **1. Sale and Purchase:** **The City of Leesburg, Florida** **("Seller")**
* and **Park Square Enterprises, LLC** **("Buyer")**
(the "parties") agree to sell and buy on the terms and conditions specified below the property ("Property") described as:
* Address: **Thomas Ave, Leesburg, FL 34748**
* Legal Description: **The South 50.0 feet of the East 1/2 of the Northeast 1/4 of the Northeast 1/4 of Section 16, Township 19 South, Range 24 East, Lake County, Florida.**

* SEC **16** /TWP **19** /RNG **24** of **Lake** County, Florida. Real Property ID No.: **3412508**
* including all improvements existing on the Property and the following additional property: _____

* **2. Purchase Price:** (U.S. currency) ..... $ **25,000.00**
All deposits will be made payable to "Escrow Agent" named below and held in escrow by:
* Escrow Agent's Name: **McLin Burnsed P.A.**
* Escrow Agent's Contact Person: **Fred A. Morrison**
* Escrow Agent's Address: **26736 US Highway 27, Leesburg, Florida 34748**
* Escrow Agent's Phone: **(352)787-1241** **(352)326-2608**
* Escrow Agent's Email: **FredM@mclinburnsed.com**

(a) Initial deposit ($0 if left blank) (**Check if applicable**)
* ☐ accompanies offer
* ☒ will be delivered to Escrow Agent within **5** days (3 days if left blank)
* after Effective Date ..... $ **5,000.00**
(b) Additional deposit to be delivered to Escrow Agent **(Check if applicable)**
* ☐ within _____ days (10 days if left blank) after Effective Date
* ☐ within _____ days (3 days if left blank) after expiration of Feasibility Study Period ..... $ _____
* **(c)** Total Financing (see Paragraph 5) (express as a dollar amount or percentage)..... $ _____
* **(d)** Other: _____ $ _____
(e) Balance to close (not including **Buyer's** closing costs, prepaid items, and prorations)
* to be paid at closing by wire transfer or other Collected funds ..... $ **20,000.00**

* **(f)** ☐ (Complete only if purchase price will be determined based on a per unit cost instead of a fixed price.) The
* unit used to determine the purchase price is ☐ lot ☐ acre ☐ square foot ☐ other (specify): _____
* prorating areas of less than a full unit. The purchase price will be $ _____ per unit based on a calculation of total area of the Property as certified to **Seller** and **Buyer** by a Florida licensed surveyor in accordance with Paragraph 7(c). The following rights of way and other areas will be excluded from the
* calculation: _____

3. Time for Acceptance; Effective Date: Unless this offer is signed by **Seller** and **Buyer** and an executed copy
* delivered to all parties on or before **June 29, 2021**, this offer will be withdrawn and **Buyer's** deposit, if any, will be returned. The time for acceptance of any counter offer will be 3 days after the date the counter offer is delivered. **The "Effective Date" of this contract is the date on which the last one of the Seller and Buyer has signed or initialed and delivered this offer or the final counter offer.**

* **4. Closing Date:** This transaction will close on **December 29, 2021** ("Closing Date"), unless specifically extended by other provisions of this contract. The Closing Date will prevail over all other time periods including, but not limited to, Financing and Feasibility Study periods. However, if the Closing Date occurs on a Saturday, Sunday, or national legal holiday, it will extend to 5:00 p.m. (where the Property is located) of the next business day. In the event insurance underwriting is suspended on Closing Date and **Buyer** is unable to obtain property insurance, **Buyer** may postpone closing for up to 5 days after the insurance underwriting suspension is lifted. If this transaction does not close for any reason, **Buyer** will immediately return all **Seller** provided documents and other items.

5. Extension of Closing Date: If Paragraph 6(b) is checked and Closing Funds from Buyer's lender(s) are not available on Closing Date due to Consumer Financial Protection Bureau Closing Disclosure delivery requirements

("CFPB Requirements), if applicable, then Closing Date shall be extended for such period necessary to satisfy CFPB Requirements, provided such period shall not exceed 10 days.

6. Financing: (Check as applicable)

(a) [X] **Buyer** will pay cash for the Property with no financing contingency.

(b) [ ] This contract is contingent on **Buyer** qualifying for and obtaining the commitment(s) or approval(s) specified below ("Financing") within _____ days after Effective Date (Closing Date or 30 days after Effective Date, whichever occurs first, if left blank) ("Financing Period"). **Buyer** will apply for Financing within _____ days after Effective Date (5 days if left blank) and will timely provide any and all credit, employment, financial, and other information required by the lender. If **Buyer**, after using diligence and good faith, cannot obtain the Financing within the Financing Period, either party may terminate this contract and **Buyer's** deposit(s) will be returned.

(1) [ ] **New Financing: Buyer** will secure a commitment for new third party financing for $ _____ or _____ % of the purchase price at (**Check one**) [ ] a fixed rate not exceeding _____ % [ ] an adjustable interest rate not exceeding _____ % at origination (a fixed rate at the prevailing interest rate based on **Buyer's** creditworthiness if neither choice is selected). **Buyer** will keep **Seller** and Broker fully informed of the loan application status and progress and authorizes the lender or mortgage broker to disclose all such information to **Seller** and Broker.

(2) [ ] **Seller Financing: Buyer** will execute a [ ] first [ ] second purchase money note and mortgage to **Seller** in the amount of $ _____ , bearing annual interest at _____ % and payable as follows:

_____

The mortgage, note, and any security agreement will be in a form acceptable to **Seller** and will follow forms generally accepted in the county where the Property is located; will provide for a late payment fee and acceleration at the mortgagee's option if **Buyer** defaults; will give **Buyer** the right to prepay without penalty all or part of the principal at any time(s) with interest only to date of payment; will be due on conveyance or sale; will provide for release of contiguous parcels, if applicable; and will require **Buyer** to keep liability insurance on the Property, with **Seller** as additional named insured. **Buyer** authorizes **Seller** to obtain credit, employment, and other necessary information to determine creditworthiness for the financing. **Seller** will, within 10 days after Effective Date, give **Buyer** written notice of whether or not **Seller** will make the loan.

(3) [ ] **Mortgage Assumption: Buyer** will take title subject to and assume and pay existing first mortgage to

_____

LN# _____ in the approximate amount of $ _____ currently payable at $ _____ per month, including principal, interest, [ ] taxes and insurance, and having a [ ] fixed [ ] other (describe) _____ interest rate of _____ % which [ ] will [ ] will not escalate upon assumption. Any variance in the mortgage will be adjusted in the balance due at closing with no adjustment to purchase price. **Buyer** will purchase **Seller's** escrow account dollar for dollar. If the interest rate upon transfer exceeds _____ % or the assumption/transfer fee exceeds $ _____ , either party may elect to pay the excess, failing which this contract will terminate; and **Buyer's** deposit(s) will be returned. If the lender disapproves **Buyer**, this contract will terminate; and **Buyer's** deposit(s) will be returned.

7. Assignability: (Check one) Buyer [ ] may assign and thereby be released from any further liability under this contract, [ ] may assign but not be released from liability under this contract, or [X] may not assign this contract.

8. Title: Seller has the legal capacity to and will convey marketable title to the Property by [ ] statutory warranty deed [X] special warranty deed [ ] other (specify) _____ , free of liens, easements, and encumbrances of record or known to Seller, but subject to property taxes for the year of closing; covenants, restrictions, and public utility easements of record; existing zoning and governmental regulations; and (list any other matters to which title will be subject) **all matters of record.** _____ , provided there exists at closing no violation of the foregoing.

(a) Title Evidence: The party who pays for the owner's title insurance policy will select the closing agent and pay for the title search, including tax and lien search (including municipal lien search) if performed, and all other fees charged by closing agent. **Seller** will deliver to **Buyer**, at

(Check one) [X] **Seller's** [ ] **Buyer's** expense and

(Check one) [ ] within **15** days after Effective Date [ ] at least _____ days before Closing Date,

(Check one)

(1) [X] a title insurance commitment by a Florida licensed title insurer setting forth those matters to be discharged by **Seller** at or before closing and, upon **Buyer** recording the deed, an owner's policy in the

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amount of the purchase price for fee simple title subject only to the exceptions stated above. If **Buyer** is paying for the owner's title insurance policy and **Seller** has an owner's policy, **Seller** will deliver a copy to **Buyer** within 15 days after Effective Date.

* **(2)** ☐ an abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an existing firm. However, if such an abstract is not available to **Seller**, then a prior owner's title policy acceptable to the proposed insurer as a base for reissuance of coverage may be used. The prior policy will include copies of all policy exceptions and an update in a format acceptable to **Buyer** from the policy effective date and certified to **Buyer** or **Buyer's** closing agent together with copies of all documents recited in the prior policy and in the update. If such an abstract or prior policy is not available to **Seller**, then (1) above will be the title evidence.

* **(b) Title Examination:** After receipt of the title evidence, **Buyer** will, within **7** days (10 days if left blank) but no later than Closing Date, deliver written notice to **Seller** of title defects. Title will be deemed acceptable to **Buyer** if (i) **Buyer** fails to deliver proper notice of defects or (ii) **Buyer** delivers proper written notice and **Seller** * cures the defects within **45** days (30 days if left blank) ("Cure Period") after receipt of the notice. If the defects are cured within the Cure Period, closing will occur within 10 days after receipt by **Buyer** of notice of such cure. **Seller** may elect not to cure defects if **Seller** reasonably believes any defect cannot be cured within the Cure Period. If the defects are not cured within the Cure Period, **Buyer** will have 10 days after receipt of notice of **Seller's** inability to cure the defects to elect whether to terminate this contract or accept title subject to existing defects and close the transaction without reduction in purchase price.

(c) Survey: Buyer may, at **Buyer's** expense, have the Property surveyed and must deliver written notice to **Seller**, within 5 days after receiving survey but not later than 5 days before Closing Date, of any encroachments on the Property, encroachments by the Property's improvements on other lands, or deed restriction or zoning violations. Any such encroachment or violation will be treated in the same manner as a title defect and **Seller's** and **Buyer's** obligations will be determined in accordance with Paragraph 8(b).

(d) Ingress and Egress: Seller warrants that the Property presently has ingress and egress.

9. Property Condition: Seller will deliver the Property to **Buyer** at closing in its present "as is" condition, with conditions resulting from **Buyer's** Inspections and casualty damage, if any, excepted. **Seller** will not engage in or permit any activity that would materially alter the Property's condition without the **Buyer's** prior written consent.

(a) Inspections: (Check (1) or (2))

* **(1)** ☐ **Feasibility Study: Buyer** will, at **Buyer's** expense and within _____ days (30 days if left blank) ("Feasibility Study Period") after Effective Date and in **Buyer's** sole and absolute discretion, determine whether the Property is suitable for **Buyer's** intended use. During the Feasibility Study Period, **Buyer** may conduct a Phase 1 environmental assessment and any other tests, analyses, surveys, and investigations ("Inspections") that **Buyer** deems necessary to determine to **Buyer's** satisfaction the Property's engineering, architectural, and environmental properties; zoning and zoning restrictions; subdivision statutes; soil and grade; availability of access to public roads, water, and other utilities; consistency with local, state, and regional growth management plans; availability of permits, government approvals, and licenses; and other inspections that **Buyer** deems appropriate. If the Property must be rezoned, **Buyer** will obtain the rezoning from the appropriate government agencies. **Seller** will sign all documents **Buyer** is required to file in connection with development or rezoning approvals. **Seller** gives **Buyer**, its agents, contractors, and assigns, the right to enter the Property at any time during the Feasibility Study Period for the purpose of conducting Inspections, provided, however, that **Buyer**, its agents, contractors, and assigns enter the Property and conduct Inspections at their own risk. **Buyer** will indemnify and hold **Seller** harmless from losses, damages, costs, claims, and expenses of any nature, including attorneys' fees, expenses, and liability incurred in application for rezoning or related proceedings, and from liability to any person, arising from the conduct of any and all Inspections or any work authorized by **Buyer**. **Buyer** will not engage in any activity that could result in a construction lien being filed against the Property without **Seller's** prior written consent. If this transaction does not close, **Buyer** will, at **Buyer's** expense, (i) repair all damages to the Property resulting from the Inspections and return the Property to the condition it was in before conducting the Inspections and (ii) release to **Seller** all reports and other work generated as a result of the Inspections.

Before expiration of the Feasibility Study Period, **Buyer** must deliver written notice to **Seller** of **Buyer's** determination of whether or not the Property is acceptable. **Buyer's** failure to comply with this notice requirement will constitute acceptance of the Property as suitable for **Buyer's** intended use in its "as is" condition. If the Property is unacceptable to **Buyer** and written notice of this fact is timely delivered to **Seller**, this contract will be deemed terminated, and **Buyer's** deposit(s) will be returned.

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* (2) [X] **No Feasibility Study: Buyer** is satisfied that the Property is suitable for **Buyer's** purposes, including being satisfied that either public sewerage and water are available to the Property or the Property will be approved for the installation of a well and/or private sewerage disposal system and that existing zoning and other pertinent regulations and restrictions, such as subdivision or deed restrictions, concurrency, growth management, and environmental conditions, are acceptable to **Buyer**. This contract is not contingent on **Buyer** conducting any further investigations.

(b) **Government Regulations:** Changes in government regulations and levels of service which affect **Buyer's** intended use of the Property will not be grounds for terminating this contract if the Feasibility Study Period has expired or if Paragraph 9(a)(2) is selected.

(c) **Flood Zone: Buyer** is advised to verify by survey, with the lender, and with appropriate government agencies which flood zone the Property is in, whether flood insurance is required, and what restrictions apply to improving the Property and rebuilding in the event of casualty.

(d) **Coastal Construction Control Line ("CCCL"):** If any part of the Property lies seaward of the CCCL as defined in Section 161.053, Florida Statutes, **Seller** will provide **Buyer** with an affidavit or survey as required by law delineating the line's location on the Property, unless **Buyer** waives this requirement in writing. The Property being purchased may be subject to coastal erosion and to federal, state, or local regulations that govern coastal property, including delineation of the CCCL, rigid coastal protection structures, beach nourishment, and the protection of marine turtles. Additional information can be obtained from the Florida Department of Environmental Protection, including whether there are significant erosion conditions associated with the shore line of the Property being purchased.

* [ ] **Buyer** waives the right to receive a CCCL affidavit or survey.

10. Closing Procedure; Costs: Closing will take place in the county where the Property is located and may be conducted by mail or electronic means. If title insurance insures **Buyer** for title defects arising between the title binder effective date and recording of **Buyer's** deed, closing agent will disburse at closing the net sale proceeds to **Seller** (in local cashier's check if **Seller** requests in writing at least 5 days before closing) and brokerage fees to Broker as per Paragraph 21. In addition to other expenses provided in this contract, **Seller** and **Buyer** will pay the costs indicated below.

(a) **Seller Costs:**
Taxes on the deed
Recording fees for documents needed to cure title
Title evidence (if applicable under Paragraph 8)
Estoppel Fee(s)
* Other: _____

(b) **Buyer Costs:**
Taxes and recording fees on notes and mortgages
Recording fees on the deed and financing statements
Loan expenses
Title evidence (if applicable under Paragraph 8)
Lender's title policy at the simultaneous issue rate
Inspections
Survey
Insurance
* Other: **Documentary Stamp Tax on Deed (Seller is a tax exempt entity)**

(c) **Prorations:** The following items will be made current and prorated as of the day before Closing Date: real estate taxes (including special benefit tax liens imposed by a CDD), interest, bonds, assessments, leases, and other Property expenses and revenues. If taxes and assessments for the current year cannot be determined, the previous year's rates will be used with adjustment for any exemptions.

(d) **Special Assessment by Public Body:** Regarding special assessments imposed by a public body, **Seller** will pay (i) the full amount of liens that are certified, confirmed, and ratified before closing and (ii) the amount of the last estimate of the assessment if an improvement is substantially completed as of Effective Date but has not resulted in a lien before closing; and Buyer will pay all other amounts. If special assessments may be paid in
* paid in installments, [ ] **Seller** [X] **Buyer** (**Buyer** if left blank) will pay installments due after closing. If **Seller** is checked, **Seller** will pay the assessment in full before or at the time of closing. Public body does not include a Homeowners' or Condominium Association.

(e) **PROPERTY TAX DISCLOSURE SUMMARY: BUYER** SHOULD NOT RELY ON THE **SELLER'S** CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT **BUYER** MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY

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IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR FURTHER INFORMATION.

(f) Foreign Investment in Real Property Tax Act ("FIRPTA"): If **Seller** is a "foreign person" as defined by FIRPTA, **Seller** and **Buyer** will comply with FIRPTA, which may require **Seller** to provide additional cash at closing.

(g) 1031 Exchange: If either **Seller** or **Buyer** wish to enter into a like-kind exchange (either simultaneously with closing or after) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party will cooperate in all reasonable respects to effectuate the Exchange including executing documents, provided, however, that the cooperating party will incur no liability or cost related to the Exchange and that the closing will not be contingent upon, extended, or delayed by the Exchange.

11. Computation of Time: Calendar days will be used when computing time periods, except time periods of 5 days or less. Time periods of 5 days or less will be computed without including Saturday, Sunday, or national legal holidays specified in 5 U.S.C. 6103(a). Other than time for acceptance and Effective Date as set forth in Paragraph 3, any time periods provided for or dates specified in this Contract, whether preprinted, handwritten, typewritten or inserted herein, which shall end or occur on a Saturday, Sunday, or national legal holiday (see 5 U.S.C. 6103) shall extend until 5:00 p.m. (where the Property is located) of the next business day. **Time is of the essence in this contract.**

12. Risk of Loss; Eminent Domain: If any portion of the Property is materially damaged by casualty before closing or **Seller** negotiates with a governmental authority to transfer all or part of the Property in lieu of eminent domain proceedings or an eminent domain proceeding is initiated, **Seller** will promptly inform **Buyer**. Either party may terminate this contract by written notice to the other within 10 days after **Buyer's** receipt of **Seller's** notification, and **Buyer's** deposit(s) will be returned, failing which **Buyer** will close in accordance with this contract and receive all payments made by the governmental authority or insurance company, if any.

13. Force Majeure: Seller or **Buyer** will not be required to perform any obligation under this contract or be liable to each other for damages so long as the performance or non-performance of the obligation is delayed, caused, or prevented by an act of God or force majeure. An "act of God or "force majeure" is defined as hurricanes, earthquakes, floods, fire, unusual transportation delays, wars, insurrections, and any other cause not reasonably within the control of **Seller** or **Buyer** and which by the exercise of due diligence the non-performing party is unable in whole or in part to prevent or overcome. All time periods, including Closing Date, will be extended for the period that the act of God or force majeure is in place. However, in the event that such act of God or force majeure event continues beyond 30 days, either party may terminate this contract by delivering written notice to the other; and **Buyer's** deposit(s) will be returned.

14. Notices: All notices will be in writing and delivered to the parties and Broker by mail, personal delivery, or electronic means. **Buyer's failure to timely deliver written notice to Seller, when such notice is required by this contract, regarding any contingency will render that contingency null and void, and this contract will be construed as if the contingency did not exist. Any notice, document, or item delivered to or received by an attorney or licensee (including a transactions broker) representing a party will be as effective as if delivered to or received by that party.**

15. Complete Agreement; Persons Bound: This contract is the entire agreement between **Seller** and **Buyer**. **Except for brokerage agreements, no prior or present agreements will bind Seller, Buyer, or Broker unless incorporated into this contract.** Modifications of this contract will not be binding unless in writing, signed or initialed, and delivered by the party to be bound. Electronic signatures will be acceptable and binding. This contract, signatures, initials, documents referenced in this contract, counterparts, and written modifications communicated electronically or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritten or typewritten terms inserted in or attached to this contract prevail over preprinted terms. If any provision of this contract is or becomes invalid or unenforceable, all remaining provisions will continue to be fully effective. **Seller** and **Buyer** will use diligence and good faith in performing all obligations under this contract. This contract will not be recorded in any public record. The terms "**Seller**," "**Buyer**," and "Broker" may be singular or plural. This contract is binding on the heirs, administrators, executors, personal representatives, and assigns, if permitted, of **Seller**, **Buyer**, and Broker.

16. Default and Dispute Resolution: This contract will be construed under Florida law. This Paragraph will survive closing or termination of this contract.

(a) Seller Default: If **Seller** fails, neglects, or refuses to perform **Seller's** obligations under this contract, **Buyer** may elect to receive a return of **Buyer's** deposit(s) without thereby waiving any action for damages resulting

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from **Seller's** breach and may seek to recover such damages or seek specific performance. **Seller** will also be liable for the full amount of the brokerage fee.

(b) Buyer Default: If **Buyer** fails, neglects, or refuses to perform **Buyer's** obligations under this contract, including payment of deposit(s), within the time(s) specified, **Seller** may elect to recover and retain the deposit(s), paid and agreed to be paid, for the account of **Seller** as agreed upon liquidated damages, consideration for execution of this contract, and in full settlement of any claims, whereupon **Seller** and **Buyer** will be relieved from all further obligations under this contract; or **Seller**, at **Seller's** option, may proceed in equity to enforce **Seller's** rights under this contract.

17. Attorney's Fees; Costs: In any litigation permitted by this Contract, the prevailing party shall be entitled to recover from the non-prevailing party costs and fees, including reasonable attorney's fees, incurred in conducting the litigation. This Paragraph 16 shall survive Closing or termination of this Contract.

18. Escrow Agent; Closing Agent: Seller and **Buyer** authorize Escrow Agent and closing agent (collectively "Agent") to receive, deposit, and hold funds and other items in escrow and, subject to Collection, disburse them upon proper authorization and in accordance with Florida law and the terms of this contract, including disbursing brokerage fees. "Collection" or "Collected" means any checks tendered or received have become actually and finally collected and deposited in the account of Agent. The parties agree that Agent will not be liable to any person for misdelivery of escrowed items to **Seller** or **Buyer**, unless the misdelivery is due to Agent's willful breach of this contract or gross negligence. If Agent interpleads the subject matter of the escrow, Agent will pay the filing fees and costs from the deposit and will recover reasonable attorneys' fees and costs to be paid from the escrowed funds or equivalent and charged and awarded as court costs in favor of the prevailing party.

19. Professional Advice; Broker Liability: Broker advises **Seller** and **Buyer** to verify all facts and representations that are important to them and to consult an appropriate professional for legal advice (for example, interpreting this contract, determining the effect of laws on the Property and this transaction, status of title, foreign investor reporting requirements, the effect of property lying partially or totally seaward of the CCCL, etc.) and for tax, property condition, environmental, and other specialized advice. **Buyer** acknowledges that Broker does not reside in the Property and that all representations (oral, written, or otherwise) by Broker are based on **Seller** representations or public records. **Buyer agrees to rely solely on Seller, professional inspectors, and government agencies for verification of the Property condition and facts that materially affect Property value. Seller** and **Buyer** respectively will pay all costs and expenses, including reasonable attorneys' fees at all levels, incurred by Broker and Broker's officers, directors, agents, and employees in connection with or arising from **Seller's** or **Buyer's** misstatement or failure to perform contractual obligations. **Seller** and **Buyer** hold harmless and release Broker and Broker's officers, directors, agents, and employees from all liability for loss or damage based on (i) **Seller's** or **Buyer's** misstatement or failure to perform contractual obligations; (ii) the use or display of listing data by third parties, including, but not limited to, photographs, images, graphics, video recordings, virtual tours, drawings, written descriptions, and remarks related to the Property; (iii) Broker's performance, at **Seller's** or **Buyer's** request, of any task beyond the scope of services regulated by Chapter 475, Florida Statutes, as amended, including Broker's referral, recommendation, or retention of any vendor; (iv) products or services provided by any vendor; and (v) expenses incurred by any vendor. **Seller** and **Buyer** each assume full responsibility for selecting and compensating their respective vendors. This Paragraph will not relieve Broker of statutory obligations. For purposes of this Paragraph, Broker will be treated as a party to this contract. This Paragraph will survive closing.

20. Commercial Real Estate Sales Commission Lien Act: If the Property is commercial real estate as defined by Section 475.701, Florida Statutes, the following disclosure will apply: The Florida Commercial Real Estate Sales Commission Lien Act provides that when a broker has earned a commission by performing licensed services under a brokerage agreement with you, the broker may claim a lien against your net sales proceeds for the broker's commission. The broker's lien rights under the act cannot be waived before the commission is earned.

21. Brokers: The licensee(s) and brokerage(s) named below are collectively referred to as "Broker." **Instruction to closing agent: Seller** and **Buyer** direct Closing Agent to disburse at Closing the full amount of the brokerage fees as specified in separate brokerage agreements with the parties and cooperative agreements between the Brokers, except to the extent Broker has retained such fees from the escrowed funds. This Paragraph will not be used to modify any MLS or other offer of compensation made by **Seller** or listing broker to cooperating brokers.

*

*

N/A No brokers involved	**N/A No brokers involved**
Seller's Sales Associate/License No.	**Buyer's** Sales Associate/License No.

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Seller's Sales Associate Email Address	**Buyer's** Sales Associate Email Address
Seller's Sales Associate Phone Number	**Buyer's** Sales Associate Phone Number
Listing Brokerage	**Buyer's Brokerage**
Listing Brokerage Address	**Buyer's Brokerage Address**

22. Addenda: The following additional terms are included in the attached addenda and incorporated into this Contract (**Check if applicable**):

* ☐ A. Back-up Contract
* ☐ B. Other _____

* **23. Additional Terms:** **This Contract shall not be binding on Seller until it is approved by an affirmative vote of a majority of the City Commissioners present at a duly noticed meeting of the Leesburg City Commission, at which a quorum is present, and at which this Contract has been placed on the agenda for consideration and action.**

This Property is being sold to Buyer explicitly for use in constructing a road to access other land owned by Buyer and located in the City of Fruitland Park. The Property will be subject to conditions outlined in a companion Gas Service Agreement between Seller and Buyer. This Contract shall not be binding on Seller unless both Buyer and Seller enter into the Gas Service Agreement simultaneously with the execution of this Contract.

Buyer accepts the Property in its as-is, where-is condition, with all faults, known or unknown, visible or not visible, whether on the surface of the Property, or subsurface. Seller makes no warranties as to the condition of the Property or its suitability for any particular purpose.

COUNTER-OFFER/REJECTION

* ☐ Seller counters Buyer's offer (to accept the counter-offer, Buyer must sign or initial the counter-offered terms and deliver a copy of the acceptance to Seller).
* ☐ Seller rejects Buyer's offer

This is intended to be a legally binding contract. If not fully understood, seek the advice of an attorney before signing.

* **Buyer:** _____ Date: _____
* Print name: **Park Square Enterprises, LLC**
* **Buyer:** _____ Date: _____
* Print name: _____

Buyer's address for purpose of notice:

* Address: _____
* Phone: _____ Fax: _____ Email: _____
* **Seller:** _____ Date: _____
* Print name: **The City of Leesburg, Florida**
* **Seller:** _____ Date: _____
* Print name: _____

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COL 3412508

383 **Seller's** address for purpose of notice:

384 * Address: **501 W. Meadow St.** **Leesburg, FL 34748**

385 * Phone: _____ Fax: _____ Email: _____

386 * **Effective Date: _____ (The date on which the last party signed or initialed and delivered the**
387 **final offer or counter offer.)**

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ADDENDUM TO VACANT LAND CONTRACT

Seller: The CITY OF LEESBURG, FLORIDA, a municipal corporation organized under the laws of the State of Florida

Buyer: PARK SQUARE ENTERPRISES, LLC, a Delaware limited liability company (d/b/a Park Square Homes)

Property: Lake County Tax Parcel ID: Alternate Key No. 3412508

THIS ADDENDUM is executed contemporaneously with and is made part of the Vacant Land Contract to which it is attached (the "Contract") concerning the Property referenced above. Notwithstanding anything in the Vacant Land Contract to the contrary, the parties agree as follows:

1. Representations. Notwithstanding the disclaimer set forth in the third paragraph of Section 23 of the Contract, Seller makes the warranties and representations below, which shall be true and correct as of the Effective Date and the Closing Date, and shall specifically survive closing for one (1) year and shall not be merged into the Deed:

(a) There is no litigation, legal proceeding or administrative action pending or, to the best of Seller's knowledge, threatened against or relating to the Property except for the approval of the sale of the Property to Buyer as expressly contemplated herein.

(b) To Seller's knowledge, the Property has not been used to generate, manufacture, refine, transport, treat, store, handle or dispose of hazardous materials; Seller has not received and is not aware of any summons, citation, directive, letter or other communication to Seller from any agency or department of any municipal or county government, the State of Florida or the U.S. Government concerning any intentional or unintentional action or omission which resulted in the releasing, spilling, leaking, pumping, pouring, emitting, emptying or dumping of hazardous material on the Property; and the Property is not subject to any lien related to any environmental matter.

(c) There are no parties in possession of any portion of the Property as lessees, licensees, tenants at sufferance, or trespassers.

(d) To the best of Seller's knowledge, no portions of the Property have been used as a cemetery or burial grounds, or as a land fill, dump or depository for garbage, trash, stumps or other debris (organic or otherwise), and there are no threatened or endangered species of plants or animals living on the Property.

(e) Seller has received no actual notice and has no knowledge that Seller or the Property is not in compliance with any applicable laws, ordinances, regulations, statutes, rules, orders, decrees, judgments and restrictive covenants or deed restrictions relating thereto.

2. Title. Notwithstanding Section 8(b) of the Contract, Buyer shall, no later than ten (10) business days after the receipt of the title commitment (the "Title Review Period"), notify Seller in writing (the "Title Objection Notice") of any objections Buyer has to the condition of title (the "Title Objections"). Following Buyer's receipt of the Title Objection Notice, Seller shall have the option to either: (i) refuse to cure such Title Objections if Seller reasonably believes they cannot be

cured by Closing, in which case Seller shall deliver written notice of such refusal to Buyer within five (5) days following Seller's receipt of such Title Objection Notice, or (ii) elect to cure all of the Title Objections, at Seller's sole cost and expense, to the reasonable satisfaction of Buyer and to provide notice of Seller's election to cure within five (5) days following Seller's receipt of the Title Objection Notice, and to provide evidence of Seller's cure no later than Closing. In the event Seller does not agree, in writing, to cure all of the Title Objections within the time period set forth above, Seller shall be deemed to have elected option (i) above. In the event that Seller shall either refuse (or be deemed to refuse) to cure the Title Objections or be unable to cure or eliminate all of the Title Objections despite using reasonable efforts within the time hereinabove allowed, Buyer may elect to terminate this Agreement by giving written notice of such termination to Seller, or, alternatively, Buyer may elect to close its purchase of the Property and accept the contemplated conveyance of the Property subject to and notwithstanding the existence of such Title Objections, in which event the Closing hereunder shall take place on the date and in the manner elsewhere specified in this Agreement with no adjustment to the Purchase Price for the Property. If Buyer does not terminate this Agreement as set forth in the preceding sentence, Buyer shall be deemed to have elected to accept the contemplated conveyance of the Property subject to and notwithstanding the existence of such Title Objections. In the event that Buyer elects to terminate this Agreement because of the existence of Title Objections which are not cured or eliminated by Seller within the time allowed above by giving written notice of that fact to Seller, as aforesaid, Buyer shall be entitled to the prompt return of the Deposit.

3. Survey. Notwithstanding Section 8(c) of the Contract, Buyer may obtain a sufficient survey ("Survey") to allow the Title Company to delete the standard survey exception from the Title Commitment and in its place insert the specific survey exceptions based on the Survey. Within ten (10) business days of Buyer's receipt of the Survey, Buyer may notify Seller in writing (the "Survey Objection Notice") of any objections Buyer has to the Survey (the "Survey Objections"), which Survey Objections may include, but shall not be limited to (i) objections related to the location of any title exceptions which may interfere with Buyer's Intended Use, (ii) any encroachments on the Property or by the Property's improvements onto other lands, and (iii) any deed restrictions or zoning violations. Any Survey Objections and related procedures shall be handled the same way as Title Objections, as set forth in Section 3, above.

4. Feasibility Study Period. Section 9(a)(2) of the Contract is hereby deleted. Buyer shall have a Feasibility Study Period of sixty (60) days following the Effective Date pursuant to Section 9(a)(1) of the Contract.

5. Other Property. It is Buyer's intention to develop the Property as an access road for another parcel of property in the City of Fruitland (the "Other Property") as contemplated in Section 23 of the Contract; however, notwithstanding Section 23, such Other Property is not yet owned by Buyer. Instead, Buyer is a contract purchaser of such Other Property, and the contract to purchase same is herein referred to as the "Other Property Contract." Buyer's obligation to close on the purchase of the Property under this Contract is contingent upon Buyer closing simultaneously on the purchase of the Other Property. Should Buyer fail to close on the purchase of the Other Property for any reason other than a default by Buyer under the Other Property Contract, Buyer may terminate this Contract and the Gas Service Agreement referenced in Section 23 of this Contract and obtain a refund of the Deposit hereunder, and the parties shall have no further obligations hereunder or under

the Gas Service Agreement except for those which expressly survive the termination of this Contract.

6. Closing. Notwithstanding Section 4 of this Contract, the Closing hereunder shall be on the same date as the Buyer's purchase of the Other Property. Accordingly, if the Closing under the Other Property Contract is extended beyond December 29, 2021, Buyer may similarly extend the Closing under this Contract.

7. Notices. The following constitutes the correct and complete contact information for all notices to the parties which are permitted or required by this Contract:

If to Seller:

Seller's Name: The City of Leesburg, Florida
Street Address (Not P.O. Box) 501 W. Meadow Street
City, State, Zip: Leesburg, Florida 34748
Attn: _____
Phone Number: _____
Facsimile (if applicable): _____
Email: _____

If to Buyer:

Buyer's Name: Park Square Enterprises, LLC
Street Address (Not P.O. Box) 5200 Vineland Road, Suite 200
City, State, Zip: Orlando, Florida 32811
Attn: Suresh Gupta
Phone Number: (407) 529-3040
Facsimile (if applicable): (407) 529-3212
Email: suresh@parksquarehomes.com

With a copy to:

Name: Lowndes, Drosdick, Doster, Kantor & Reed, P.A.
Street Address (Not P.O. Box) 215 N Eola Drive
City, State, Zip: Orlando, Florida 32801
Attn: Gary M. Kaleita, Esq.
Phone Number: (407) 418-6334
Facsimile (if applicable): (407) 843-4444
Email: gary.kaleita@lowndes-law.com

IN WITNESS WHEREOF, Seller and Buyer have executed this Addendum contemporaneously with the Contract.

[SEE FOLLOWING PAGE FOR SIGNATURES]

Seller:

THE CITY OF LEESBURG, FLORIDA

By :_____
John Christian, Mayor

ATTEST:_____
Andi Purvis, City Clerk

Buyer:

PARK SQUARE ENTERPRISES, LLC, a Delaware limited liability company (d/b/a Park Square Homes)

By: _____
Suresh Gupta, Manager

City of Leesburg
Lake Front City

Agenda Memorandum

Item No:	5.C.4.
Meeting Date:	August 23, 2021
From:	Al Minner, (City Manager)
Subject:	Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Gas Service Agreement between the City of Leesburg and Park Square Enterprises, LLC; and providing an effective date.

Staff Recommendation:
Approve Gas Agreement as presented with Park Square Enterprises.

Analysis:
Section 22-7 of the Code of Ordinances of the City of Leesburg would require Owner to utilize natural gas within the Development if it were within the municipal limits of the City, and the City has a franchise to provide natural gas service to residents of Fruitland Park.

The City has agreed to provide natural gas service to the Development and Owner has consented to enter into this Agreement as part of the consideration for the sale of real property, Alternate Key No. 3412508.

Procurement Analysis:

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

Fiscal Impact:

Submission Date and Time:

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A GAS SERVICE AGREEMENT BETWEEN THE CITY OF LEESBURG AND PARK SQUARE ENTERPRISES, LLC; AND PROVIDING AN EFFECTIVE DATE.

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

THAT the Mayor and City Clerk are hereby authorized to execute a Gas Service Agreement with Park Square Enterprises, LLC, whose address is 5200 Vineland Road, Suite 200, Orlando, Florida 32811.

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 23rd day of August 2021.

_____
Mayor

ATTEST:

_____
City Clerk

GAS SERVICE AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____ , 2021 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 Park Square Enterprises, LLC (hereinafter jointly referred to as "Owner"), sometimes collectively referred to as "Party" or "Parties".

WITNESSETH:

WHEREAS, Owner is purchasing certain land for the development of a subdivision located in Fruitland Park, Florida, to be known as_____ _____ (hereafter referred to as the "Development"), in accordance with the master plan for the Development on file with Fruitland Park; and

WHEREAS, Owner will obtain access to the Development through its purchase of the property currently owned by the City, designated as Alternate Key No. 3412508, and intends to construct a roadway on other property (the "Right of Way Parcel") which constitutes an extension of Martin Luther King Boulevard and lies within the municipal limits of the City, but will serve only as an entrance to the Development, which is in Fruitland Park; and

WHEREAS, the City is willing to sell the property it owns to Owner, if Owner will enter into this Agreement, and

WHEREAS, Section 22-7 of the Code of Ordinances of the City of Leesburg, Florida, would require Owner to utilize natural gas within the Development if it were within the municipal limits of the City, and the City has a franchise to provide natural gas service to residents of Fruitland Park; and

WHEREAS, the City has agreed to provide natural gas service to the Development under the terms and conditions set forth below, and Owner has consented to enter into this Agreement as part of the consideration for the sale of Alternate Key No. 3412508 to Owner,

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 Development. Owner shall be responsible for installing and connecting all natural gas appliances as contemplated herein to the outlet of City gas meters.

A map of the Development is attached as Exhibit "A" to this Agreement 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 each of the planned one hundred forty eight (148) units within Phase One, and all of the units in all subsequent phases, are equipped with at the least a

natural gas water heater. Owner is encouraged to, and shall endeavor to, equip as many homes as possible with other natural gas appliances such as natural gas heating and ranges.

3. The Parties understand that the City is relying upon the assurances from Owner as the primary consideration for the execution of this Agreement and as part of the consideration for the sale to Owner of the real property owned by the City designated as Alternate Key No. 3412508 on the records of the Lake County Property Appraiser.

4. The City will, at its expense, construct and install the infrastructure required to serve the Development. Developer will pay the cost of the services, meters, appurtenances and installation, which will be performed by the City.

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.

6. After completion of construction, the City shall remain the owner of the natural gas infrastructure on the supply side of each meter, free and clear of any and all liens and encumbrances. If there are mortgages or liens against the real property on which the infrastructure is located, Owner shall if requested by the City obtain releases of those mortgages or liens as to the infrastructure owned by the City, and the easement rights to maintain, repair, upgrade and replace the infrastructure.

7. The City shall both own and maintain the natural gas system, up to and including the natural gas meter, within the Development. The natural gas system from the outlet of the gas meter to the appliance utilizing the natural gas shall be maintained by the Owner or homeowner.

8. The Owner shall grant to the City all easements needed to maintain, upgrade, repair and replace the natural gas pipelines within the Development, including minimum five foot (5') side lot easements, and shall dedicate those easements to the perpetual use of the public and the City and its successors in interest for the purpose of laying, 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 of any necessary regulator stations and all associated equipment.

9. 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 reasonably possible. The City may require that these services be located on the same side of the building as the electric or water service.

10. 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 shall provide reasonable notice to the City, during the development process and prior to completion of the roads and other infrastructure serving the Development, that the City should commence installation of the natural gas infrastructure. The City will dig the trenches for its work, in coordination with the contractors installing other utilities in the Development, with the goal of avoiding conflicts between utility service lines or in connection

with the utility construction process. Each unit or other structure utilizing gas service within the Development will be individually metered.

11. 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.

12. Owner shall, at its expense, construct the road into the Development over Right of Way Parcel, to the City's road construction standards, and post a maintenance bond for the road upon completion of the road in the manner required by the City's ordinances. Except for defects in construction which would be covered by the maintenance bond, the City shall accept the road as a public road, once it passes inspection as having been constructed to City standards, and the City shall thereafter maintain the road at its expense in the same manner as its other public roadways. The City shall also provide police protection up to, but not past, that portion of the entrance road into the Development which is located within the municipal limits of the City.

13. At the time the Certificate of Occupancy is issued for the first structure completed within the Development, Developer shall pay to the City, in one lump sum, $250,000.00, to defray the cost of providing police protection and other services in perpetuity on the Right of Way Parcel, and for the privilege of being permitted to construct a road over the Right of Way Parcel, the sole purpose of which is to serve the Development. If this amount is not paid within forty five (45) days of the date the first Certificate of Occupancy within the Development is issued, the unpaid balance shall accrue interest at the rate of 12.0% per year until paid in full. Owner agrees to pay any and all costs that City incurs in the collection of this amount 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.

14. 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 under or construing this Agreement, venue shall lie only in Lake County, Florida.

15. 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.

16. 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.

17. 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.

18. The parties have contemporaneously entered into a Vacant Land Contract for the City's sale and conveyance to Owner of the Right-of-Way Parcel which is intended to serve as an access road to the Development. In the event the closing under that Contract does not occur for any reason, this Agreement shall terminate and both parties shall be relieved of all further obligations hereunder.

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

THE CITY OF LEESBURG, FLORIDA

BY:_____
JOHN CHRISTIAN, Mayor

ATTEST:_____
ANDI PURVIS, City Clerk

APPROVED AS TO FORM AND CONTENT:

_____
CITY ATTORNEY

WITNESSES:

Judy Combs

(Type or print name of witness)

Suhiel Rojas

(Type or print name of witness)

PARK SQUARE ENTERPRISES, LLC

BY: _____

Suresh Gupta, Manager

City of Leesburg
Lake Front City

Agenda Memorandum

Item No: 6.A.1.

Meeting Date: August 23, 2021

From: Dan Miller, (Planning and Zoning Manager)

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

Staff Recommendation:
The Planning and Zoning staff and the Planning Commission recommend approval of the proposed ordinance for annexation of the Sundance Subdivision.

Analysis:
The applicant has submitted a request for annexation of approximately 32.68 acres of land generally located on the south side of County Road 48, east of County Road 33, as shown on the attached General Location Map. At this time, the property is agriculture and one single-family dwelling unit. The current zoning is Lake County A (Agriculture); the proposed zoning is City PUD (Planned Unit Development). The reason for this request is to attain water and sewer service. The proposal for the property is for a future single-family residential subdivision.

The property is surrounded by Lake County MP (Planned Industrial District), Lake County R-6 (Urban Residential District), Lake County HM (Heavy Industrial District), Lake County R-1 (Rural Residential), Lake County C-2 (Community Commercial District), and Lake County R-7 (Mixed Residential District). 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 Large-Scale Comprehensive Plan Amendment, which along with the Planned Unit Development Application, have recommendations for approval from the staff and Planning Commission. The Planning Commission held a public hearing on this request on April 22,

2021, and by a vote of 6-0 recommended approval.

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; or
3. Such alternative action as the Commission may deem appropriate.

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

Submission Date and Time:

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, ANNEXING CERTAIN REAL PROPERTY CONSISTING OF APPROXIMATELY 32.68 +/- ACRES; BEING GENERALLY LOCATED ON THE SOUTH SIDE OF COUNTY ROAD 48, EAST OF COUNTY ROAD 33, LYING IN SECTION 15, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; PROVIDING THAT SAID PROPERTY SO ANNEXED SHALL BE LIABLE FOR ITS PROPORTIONATE SHARE OF THE EXISTING AND FUTURE INDEBTEDNESS OF SAID CITY; PROVIDING THAT SUCH ANNEXED PROPERTY SHALL BE SUBJECT TO ALL LAWS AND ORDINANCES OF SAID CITY AS IF ALL SUCH TERRITORY HAD BEEN A PART OF THE CITY OF LEESBURG AT THE TIME OF PASSAGE AND APPROVAL OF SAID LAWS AND ORDINANCES; PROVIDING THAT SUCH ANNEXED TERRITORY SHALL BE PLACED IN CITY COMMISSION DISTRICT 3; AND PROVIDING AN EFFECTIVE DATE. (SUNDANCE SUBDIVISION)

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.

Based upon the petition of Germana Engineering and Associates, LLC, (Richard E. Bosserman, Agent) for the property hereinafter described, shall be annexed into the city limits of the City of Leesburg, Florida, which petition has heretofore been approved by the City Commission of the City of Leesburg, Florida, pursuant to the provisions of the Laws of Florida, the hereinafter described property is hereby annexed and made a part of the city limits of the City of Leesburg, Florida. The subject property lying and situated in Lake County, Florida, is more particularly described as:

Legal Description
(See Exhibit A)

Section 2.

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

passage and approval of said laws and ordinances. The property annexed here by is assigned to City Commission District 3.;

Section 3.
All ordinances or parts of ordinances in conflict the any of the provisions of this ordinance are hereby repealed;

Section 4.
This ordinance shall become effective immediately upon approval at second reading.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held the 23rd day of August 2021.

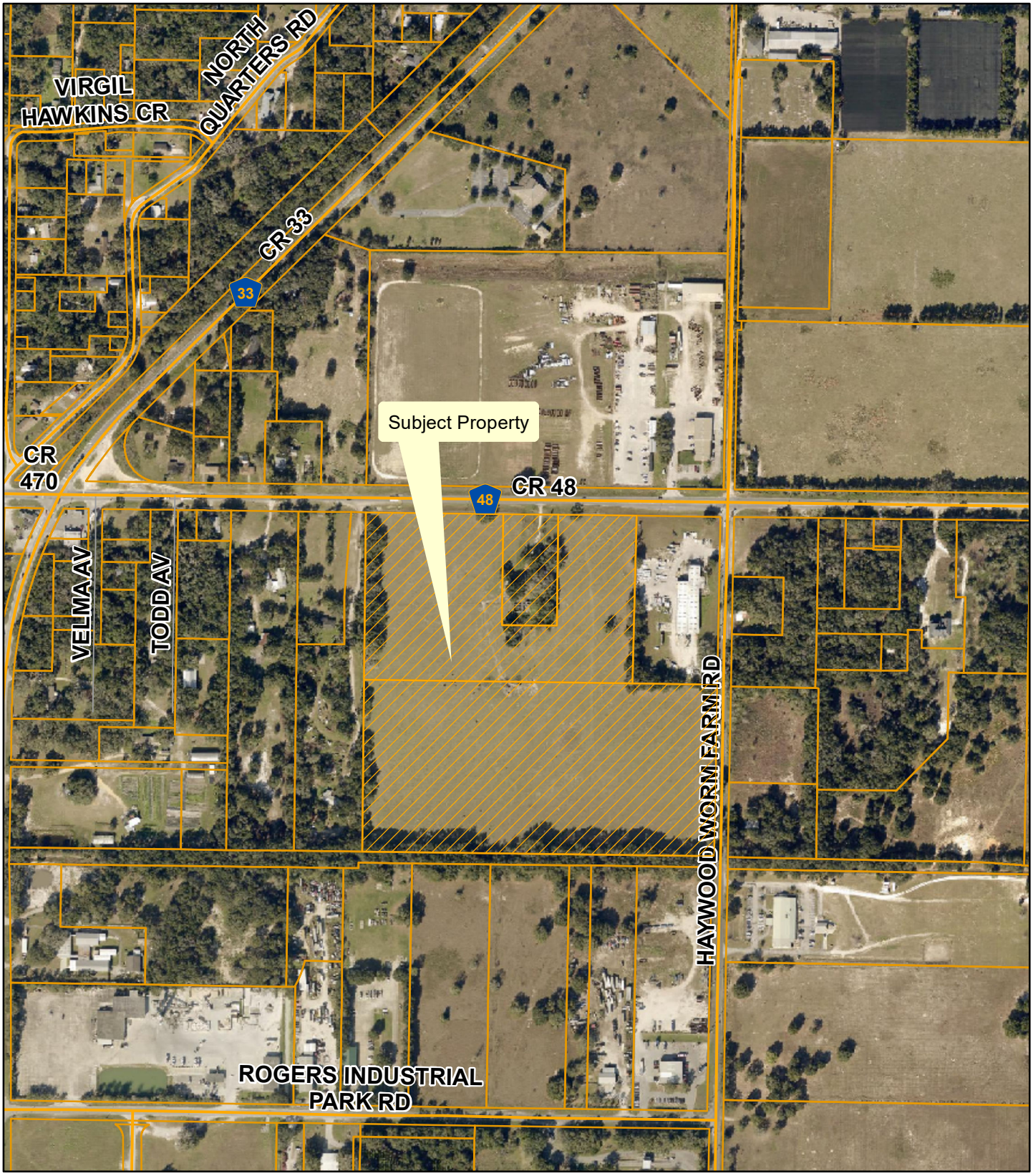
THE CITY OF LEESBURG, FLORIDA

_____
Mayor

ATTEST:

_____
City Clerk

Aerial



Planning & Zoning Division

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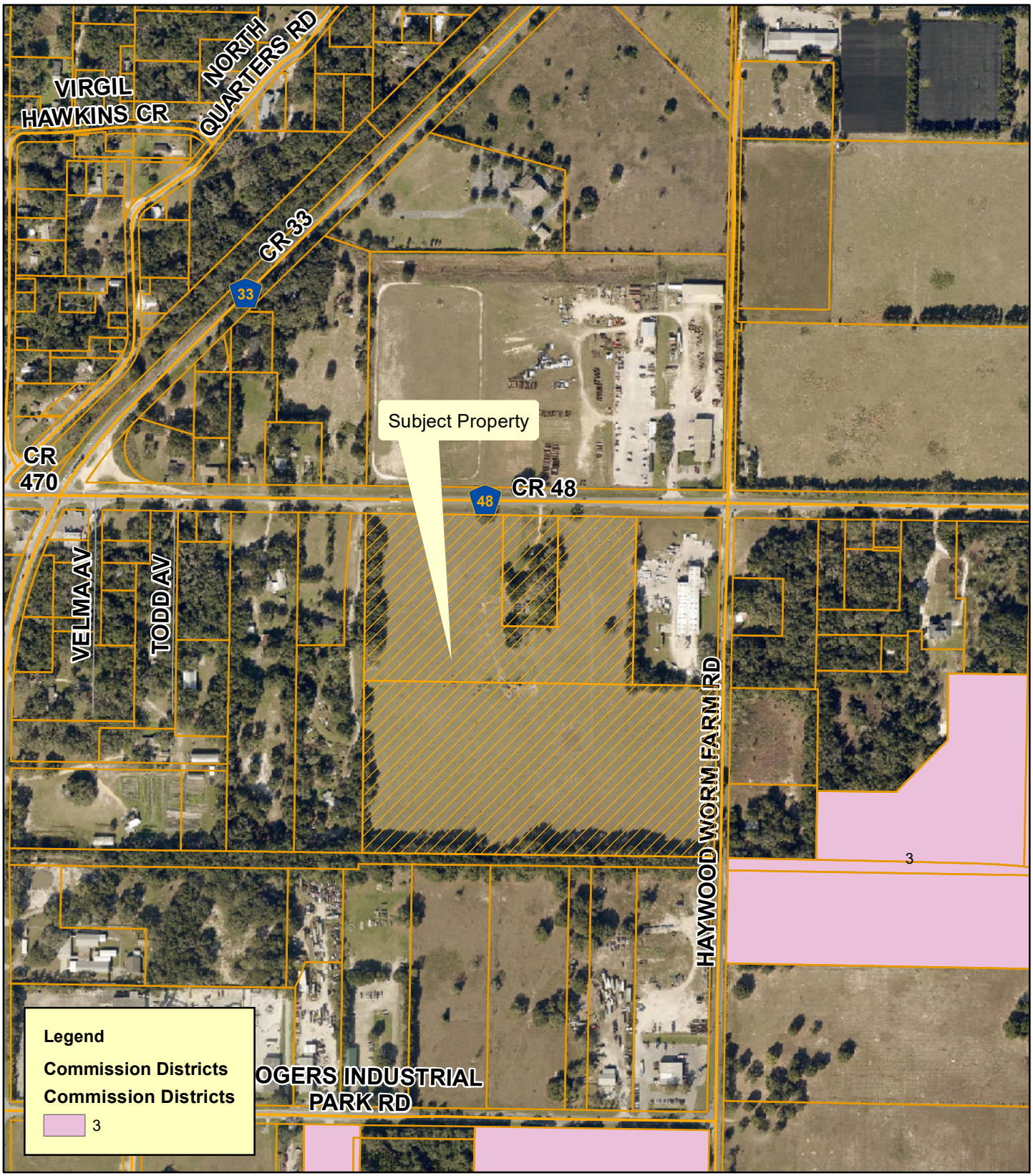
LSCP-21-29; PUD-21-28 - Sundance Subdivision
AK#s: 1111005; 1295815; 3319796
Section 15, Township 20, Range 24
March 8, 2021

Commission District



Planning & Zoning Division

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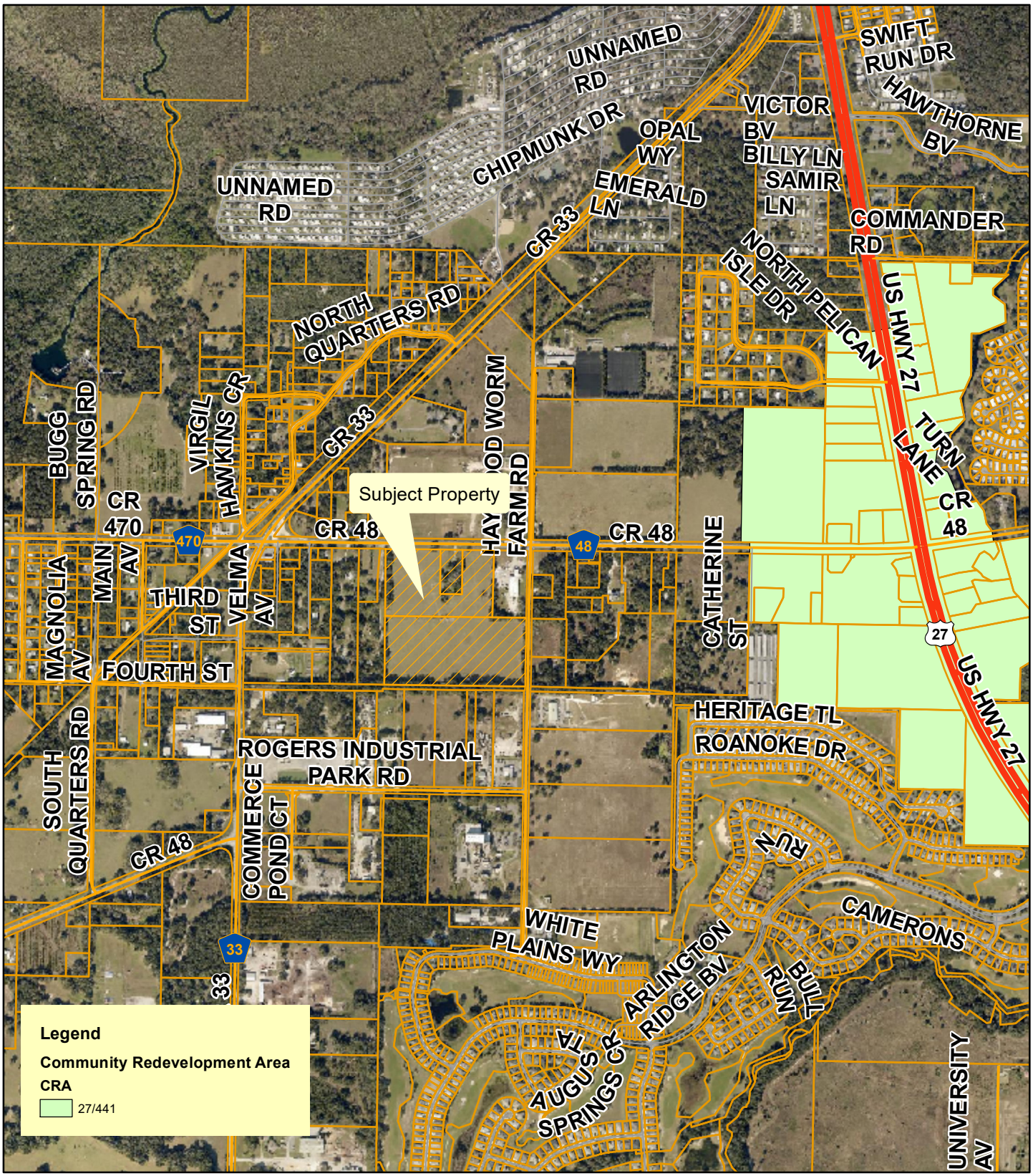
LSCP-21-29; PUD-21-28 - Sundance Subdivision
AK#s: 1111005; 1295815; 3319796
Section 15, Township 20, Range 24
March 8, 2021

Community Redevelopment Areas



Planning & Zoning Division

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LSCP-21-29; PUD-21-28 - Sundance Subdivision
AK#s: 1111005; 1295815; 3319796
Section 15, Township 20, Range 24
March 8, 2021

CITY OF LEESBURG PLANNING & ZONING DIVISION
STAFF SUMMARY

DATE: April 22, 2021
OWNER: 33 AC SR 48, LLC
PETITIONER: Germana Engineering and Associates, LLC
PROJECT: Sundance Subdivision
REQUEST: Future Land Use of Estate Residential; Zoning of PUD (Planned Unit Development)
CASE NO.: LSCP-21-29; PUD-21-28

GENERAL LOCATION: The property is generally located on the south side of County Road 48, west of County Road 33.

FUTURE LAND USE DESIGNATION: Lake County Regional Office

SURROUNDING FUTURE LAND USE DESIGNATION:

North — Lake County Regional Office
South — Lake County Industrial
West — Lake County Urban Medium
East — Lake County Urban Medium

PROPOSED FUTURE LAND USE DESIGNATION: Estate Residential

EXISTING ZONING DESIGNATION: Lake County Agriculture

SURROUNDING ZONING DESIGNATIONS:

North — Lake County MP (Planned Industrial)
South — Lake County R-6 (Urban Residential); Lake County HM (Heavy Industrial)
West — Lake County A (Agriculture); Lake County R-6 (Urban Residential)
East — Lake County LM (Light Industrial); Lake County R-1 (Rural Residential)

PROPOSED ZONING DESIGNATION: City of Leesburg PUD (Planned Unit Development)

EXISTING LAND USE: Agricultural/single family dwelling unit

SURROUNDING LAND USE:

North — Light Manufacturing
South — Office; Vacant Industrial; Service Shop
West — Residential
East — Residential; Light Manufacturing; Vacant Commercial

PROPOSED LAND USE: Residential subdivision

LEGAL DESCRIPTION: (PER ORB. 4051, PG. 1522)

Lots 13, 14, 15 and 16, in Roadside Subdivision, according to the Plat thereof, as recorded in Plat Book 9, Page 62, Public Records of Lake County, Florida.

LESS the right-of-way for Atlantic Coastline Railroad along the South lot line of said Lot 13 thereof.

Also, LESS that part of Haywood Worm Farm Road over the East lot lines of said Lot 13, 14, 15 and 16 thereof.

AND

The West 3/4 of the North 1/2 of the Northeast 1/4 of the Southeast 1/4 of Section 15, Township 20 South, Range 24 East, Lake County, Florida.

LESS the right-of-way for State Road No. 48 along the North lot line thereof.

City of Leesburg
Lake Front City

Agenda Memorandum

Item No: 6.A.2.

Meeting Date: August 23, 2021

From: Dan Miller, (Planning and Zoning Manager)

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

Staff Recommendation:
The Planning and Zoning Staff and the Planning Commission recommend approval of the proposed large-scale comp plan amendment of the City's Future Land Use Map on 32.68 +/- acres from Lake County Regional Office to City of Leesburg Estate Residential.

Analysis:
The project site is approximately 32.68 acres. The property is generally located on the south side of County Road 48, east of County Road 33. Currently, the property is in agricultural uses with one single family dwelling unit. The proposed use is for a single-family residential subdivision. The surrounding Future Land Use Map designations of Lake County MP (Planned Industrial), Lake County R-6 (Urban Residential), Lake County HM (Heavy Industrial), Lake County A (Agriculture), Lake County R-6 (Urban Residential), Lake County LM (Light Industrial), and Lake County R-1 (Rural Residential) is compatible, as conditioned in the PUD zoning, with the proposed future land use designation of City Estate Residential. The proposed zoning designation of City PUD (Planned Unit Development) will provide for development that is consistent with the City's adopted Growth Management Plan and would allow an appropriate use for the property.

The project site is more than ten (10) acres and is, therefore, considered a large-scale comprehensive land use plan amendment. The City will notify the Florida Department of Economic Opportunity (FDEO) of the plan amendment and the Department will review the project site area to confirm that it is more than ten (10) acres.

This property lies within the ISBA (Interlocal Service Boundary Area) agreement. This agreement, which was approved by City Commission on November 24, 2014, allows property within the ISBA area but outside the current city limits to be annexed and obtain City of Leesburg utility services.

The Planning Commission held a public hearing on the application on April 22, 2021 and recommended approval.

Procurement Analysis:
N/A

Options:
1. Approve the requested large-scale comprehensive plan amendment from Lake County Regional Office to City of Leesburg Estate Residential; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:
There is no direct fiscal impact to the City for this action. Future development of the property will increase this anticipated impact from collection of impact fees, ad valorem taxes, and utility charges. Future development of this site will create a substantial positive impact on the City of Leesburg, in the form of impact and utility fees, plus ad valorem taxes.

Submission Date and Time:

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FUTURE LAND USE MAP OF THE COMPREHENSIVE PLAN OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE FUTURE LAND USE MAP DESIGNATION OF CERTAIN PROPERTY CONTAINING 32.68 +/- ACRES FROM LAKE COUNTY REGIONAL OFFICE TO CITY OF LEESBURG ESTATE RESIDENTIAL, FOR A PROPERTY GENERALLY LOCATED ON THE SOUTH SIDE OF COUNTY ROAD 48, EAST OF COUNTY ROAD 33, AS LEGALLY DESCRIBED IN SECTION 15, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (SUNDANCE SUBDIVISION)

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 32.68 acres of land generally located on the south side of County Road 48, east of County Road 33 from Lake County Regional Office to City of Leesburg Estate Residential, as shown on the revised map of said area, lying in Section 15, Township 20 South, Range 24 East, Lake County Florida;

Section 2.
That this amendment is transmitted to the Department of Economic Opportunity as required by the Community Planning Act of 2011, Chapter 163, Part II, Florida Statutes;

Section 3.
All ordinances or parts of ordinances in conflict the any of the provisions of this ordinance are hereby repealed;

Section 4.
This ordinance shall become effective upon its passage and adoption, according to law.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held the 23rd day of August 2021.

THE CITY OF LEESBURG, FLORIDA

_____
Mayor

ATTEST:

_____
City Clerk

CITY OF LEESBURG PLANNING & ZONING DIVISION
STAFF SUMMARY

DATE: April 22, 2021
OWNER: 33 AC SR 48, LLC
PETITIONER: Germana Engineering and Associates, LLC
PROJECT: Sundance Subdivision
REQUEST: Future Land Use of Estate Residential; Zoning of PUD (Planned Unit Development)
CASE NO.: LSCP-21-29; PUD-21-28

GENERAL LOCATION: The property is generally located on the south side of County Road 48, west of County Road 33.

FUTURE LAND USE DESIGNATION: Lake County Regional Office

SURROUNDING FUTURE LAND USE DESIGNATION:

North — Lake County Regional Office
South — Lake County Industrial
West — Lake County Urban Medium
East — Lake County Urban Medium

PROPOSED FUTURE LAND USE DESIGNATION: Estate Residential

EXISTING ZONING DESIGNATION: Lake County Agriculture

SURROUNDING ZONING DESIGNATIONS:

North — Lake County MP (Planned Industrial)
South — Lake County R-6 (Urban Residential); Lake County HM (Heavy Industrial)
West — Lake County A (Agriculture); Lake County R-6 (Urban Residential)
East — Lake County LM (Light Industrial); Lake County R-1 (Rural Residential)

PROPOSED ZONING DESIGNATION: City of Leesburg PUD (Planned Unit Development)

EXISTING LAND USE: Agricultural/single family dwelling unit

SURROUNDING LAND USE:

North — Light Manufacturing
South — Office; Vacant Industrial; Service Shop
West — Residential
East — Residential; Light Manufacturing; Vacant Commercial

PROPOSED LAND USE: Residential subdivision

CITY OF LEESBURG PLANNING & ZONING DIVISION
DEPARTMENTAL REVIEW SUMMARY

DATE: March 29, 2021
OWNER: 33 AC SR 48, LLC
PETITIONER: Germana Engineering and Associates, LLC
PROJECT: Sundance Subdivision
REQUEST: Large Scale Comprehensive Plan Amendment to Estate Residential and zoning to PUD (Planned Unit Development)
CASE NO.: LSCP 21-29; PUD-21-28

THE FOLLOWING COMMENTS RECEIVED FROM EACH DEPARTMENT:

POLICE

No comments received as of 4/16/21

FIRE

No comments from Fire Department. Amanda Stevenson 4/5/21

ELECTRIC

This is outside Leesburg Electric's territory. Steve Davis 3/31/21

GAS

No comments received as of 4/16/21

GIS

GIS has no comments. Tammy Magamoll 3/31/21

BUILDING

No comments received as of 4/16/21

PUBLIC WORKS

Public Works has no issues with this proposal. Clifford Kelsey 4/12/21

ADDRESSING

No comments received as of 4/16/21

ECONOMIC DEVELOPMENT

No comments received as of 4/16/21

LAKE COUNTY PUBLIC WORKS

Lake County Public Works has the attached comments for the Sundance Subdivision PUD and markup suggestion for the concept plan. Thanks Seth Lynch 4/6/21

LAKE COUNTY SCHOOLS

Please find attached the Adequate Public Facilities Determination for Sundance Subdivision. Same comment – School Concurrency review required. Proportionate share mitigation may be required at that time. Thanks, Helen LaValley 4/6/21

PUBLIC RESPONSES

Approval

1 approval

Disapproval

1 disapproval

No comment

Notice of Appearance filed:

PUBLIC COMMENTS (APPROVAL WITH REQUESTS)

PUBLIC COMMENTS (DISAPPROVAL)

CITY OF LEESBURG PLANNING & ZONING DIVISION

RECOMMENDATIONS

OWNER: 33 AC SR 48, LLC
PROJECT: Sundance Subdivision
REQUEST: Future Land Use of Estate Residential
CASE NO.: LSCP-21-29
MEETING DATE: April 22, 2021

THE PLANNING & ZONING DIVISION RECOMMENDS:

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

1. This project meets the requirements of Chapter 163.3184 Florida Statutes, for Large Scale Comprehensive Plan Amendments.

2. The proposed request, as conditioned in City of Leesburg case number PUD 21-28, is compatible with the adjacent future land use designations of Lake County Regional Office, Lake County Industrial, and Lake County Urban Medium.

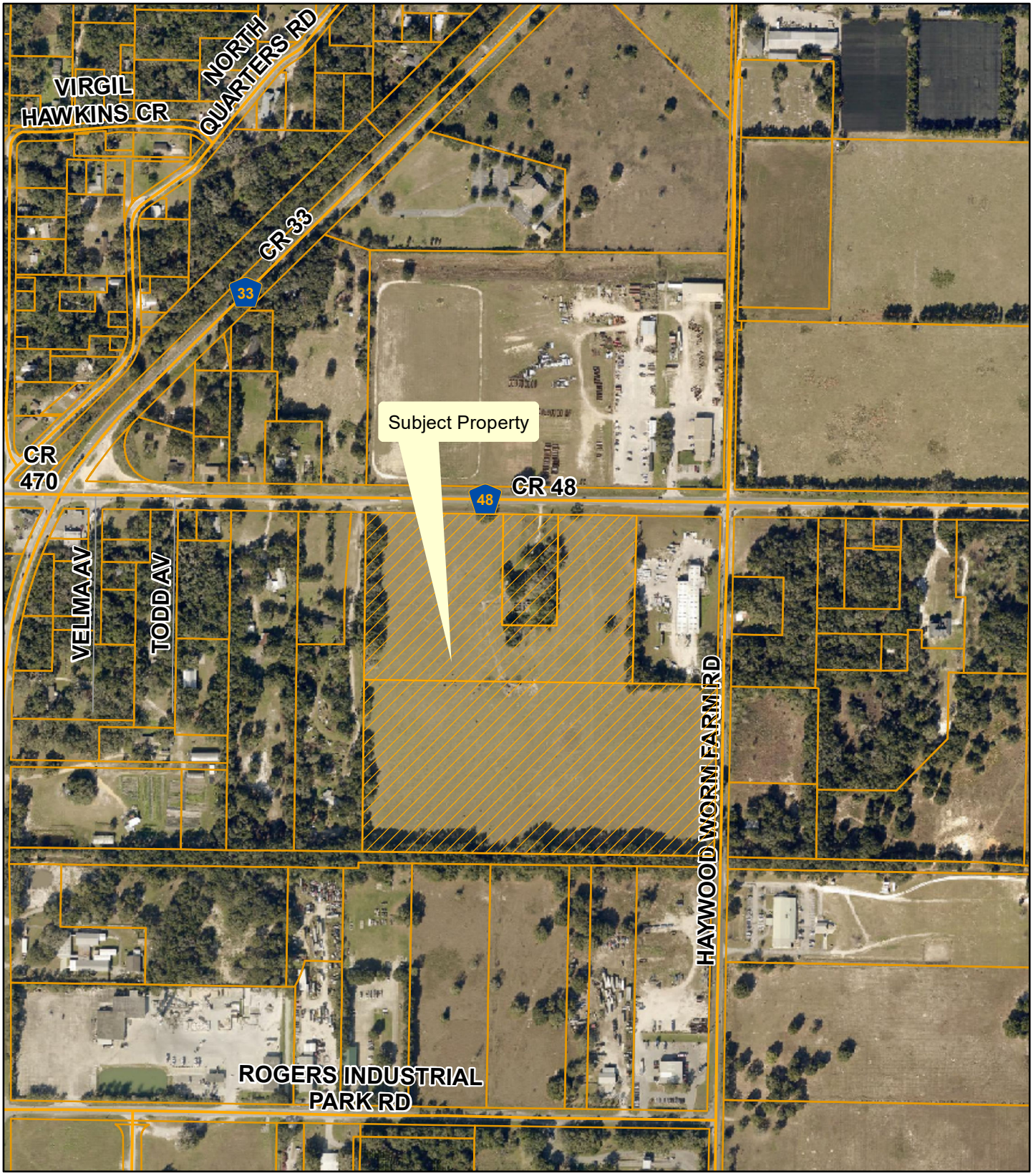
3. The proposed request as conditioned in City of Leesburg Case number PUD 21-28, is compatible with the current surrounding zoning districts in Lake County of MP (Planned Industrial), R-6 (Urban Residential), HM (Heavy Industrial), A (Agriculture), R-6 (Urban Residential), LM (Light Industrial), and R-1 (Rural Residential).

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 the Large-Scale Comprehensive Plan designation from Lake County Regional Office to City of Leesburg Estate Residential and forward the recommendation to the City Commission for consideration.

Aerial



Planning & Zoning Division

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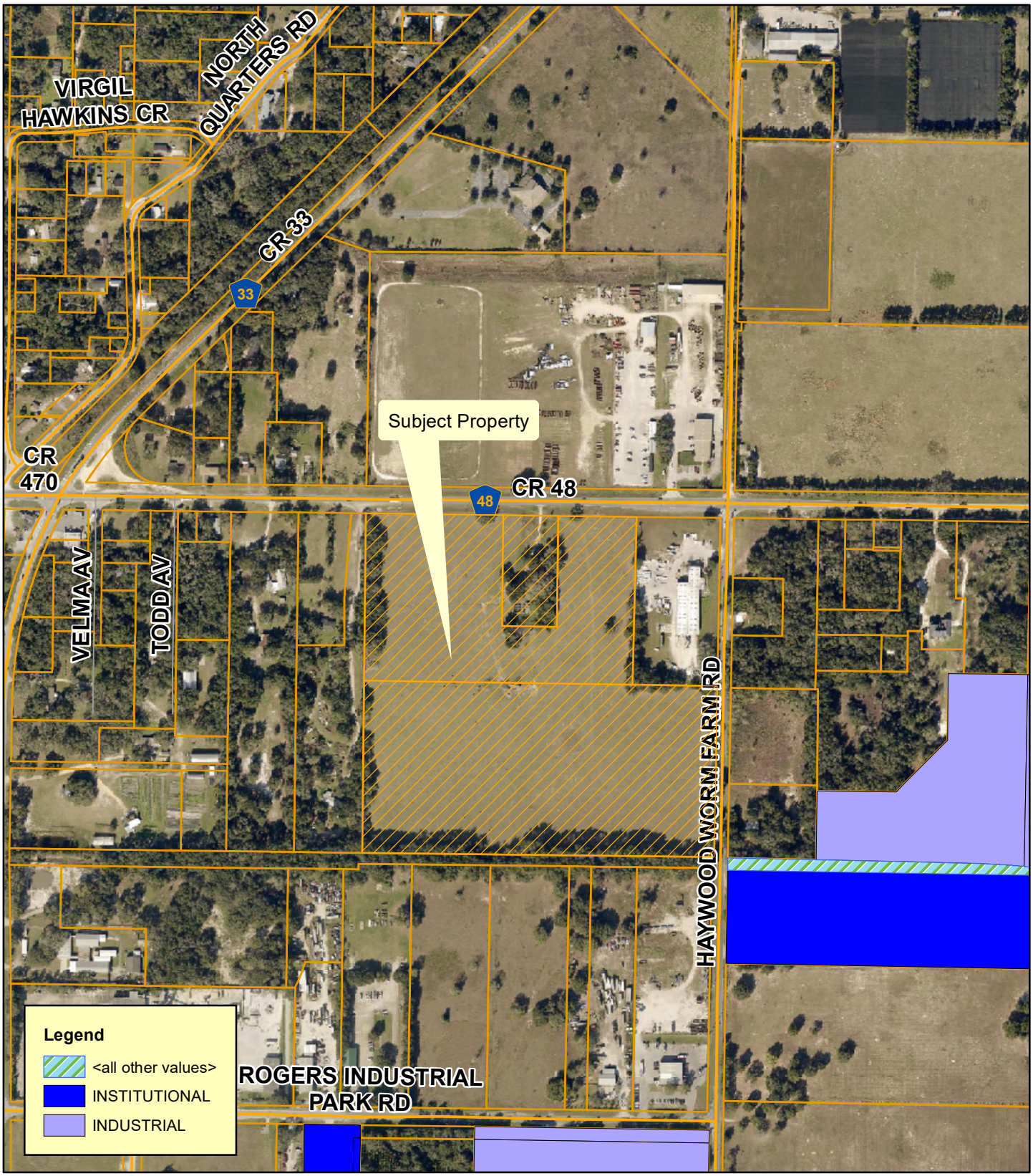
Feet

LSCP-21-29; PUD-21-28 - Sundance Subdivision
AK#s: 1111005; 1295815; 3319796
Section 15, Township 20, Range 24
March 8, 2021

Future Land Use



Planning & Zoning Division

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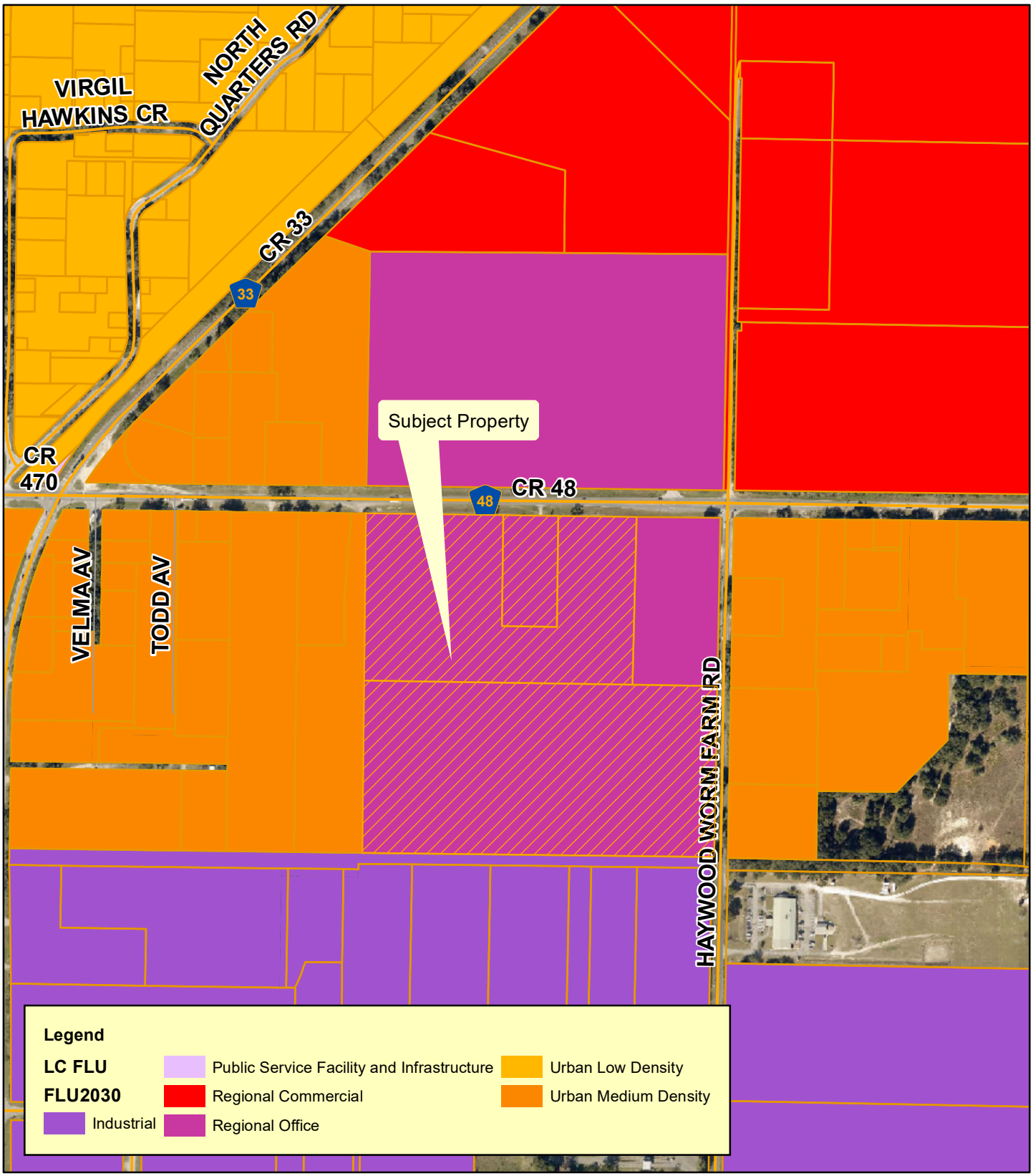
LSCP-21-29; PUD-21-28 - Sundance Subdivision
AK#s: 1111005; 1295815; 3319796
Section 15, Township 20, Range 24
March 8, 2021

Lake County Future Land Use



Planning & Zoning Division

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0 110 220 330 440
Feet

LSCP-21-29; PUD-21-28 - Sundance Subdivision
AK#s: 1111005; 1295815; 3319796
Section 15, Township 20, Range 24
March 8, 2021

City of Leesburg
Lake Front City

Agenda Memorandum

Item No:	6.A.3.
Meeting Date:	August 23, 2021
From:	Dan Miller, (Planning and Zoning Manager)
Subject:	An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 32.68 +/- acres from Lake County A (Agriculture) to PUD (Planned Unit Development) to allow for a single-family residential development for a property generally located on the south side of County Road 48, east of County Road 33, as legally described in Section 15, Township 20 South, Range 24 East, Lake County, Florida; and providing an effective date. (Sundance Subdivision).

Staff Recommendation:
Planning and Zoning Staff and Planning Commission recommend approval of the request to rezone the subject property from Lake County A (Agriculture) to PUD (Planned Unit Development) to allow for a single-family residential development.

Analysis:
The project site is approximately 32.68 +/- acres, and is generally located on the south side of County Road 48, east of County Road 33 as shown on the attached maps. At this time, the property is in agricultural use with one single-family dwelling unit. The proposal will allow for a single-family residential development. The existing land uses surrounding the property are residential, and light manufacturing. City of Leesburg utilities are available nearby.

The Planning Commission held a public hearing on the application on April 22, 2021 and recommended approval.

Procurement Analysis:
N/A

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

Fiscal Impact:
Future development of this site will create a substantial positive fiscal impact on the City of Leesburg, in the form of impact and utility fees, plus ad valorem taxes.

Submission Date and Time:

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE ZONING ON APPROXIMATELY 32.68 +/- ACRES FROM LAKE COUNTY A (AGRICULTURE) TO PUD (PLANNED UNIT DEVELOPMENT) TO ALLOW FOR A SINGLE-FAMILY RESIDENTIAL DEVELOPMENT FOR A PROPERTY GENERALLY LOCATED ON THE SOUTH SIDE OF COUNTY ROAD 48, EAST OF COUNTY ROAD 33, AS LEGALLY DESCRIBED IN SECTION 15, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (SUNDANCE SUBDIVISION).

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

Section 1.
Based upon the petition of Germana Engineering and Associates, LLC, (Richard E. Bosserman, agent) petitioner of the property hereinafter described, which petition has heretofore been approved by the City Commission of the City of Leesburg Florida, pursuant to the provisions of the Laws of Florida, the said property located in Lake County, Florida, is hereby rezoned from Lake County A (Agriculture) to PUD (Planned Unit Development), to-wit:

(Legal Description)
(See Exhibit B)

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 23rd day of August 2021.

THE CITY OF LEESBURG, FLORIDA

_____
Mayor

ATTEST:

_____
City Clerk

CITY OF LEESBURG PLANNING & ZONING DIVISION

RECOMMENDATIONS

OWNER: 33 AC SR 48, LLC
PROJECT: Sundance Subdivision
REQUEST: PUD (Planned Unit Development) zoning
CASE NO.: PUD-21-28
MEETING DATE: April 22, 2021

THE PLANNING & ZONING DIVISION RECOMMENDS:

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

1. The proposed request to rezone the subject property from Lake County A (Agriculture) to City of Leesburg PUD (Planned Unit Development), as conditioned, is compatible with adjacent property in Lake County zoned in industrial and residential districts, including MP (Planned Industrial), HM (Heavy Industrial), R-6 (Urban Residential), and R-1 (Rural Residential).

2. The proposed request, as conditioned, is compatible with surrounding Future Land Use designations of Regional Office, Industrial and Urban Medium Density, as well as with the proposed City of Leesburg Future Land Use designation of Estate.

3. The proposed request is consistent with the City's Growth Management Plan, Future Land Use Element, Goal I, Objective 1.6.

Action Requested:

1. Vote to approve the recommendation to rezone the subject property from Lake County A (Agriculture) to PUD (Planned Unit Development) with the SUNDANCE SUBDIVISION PUD (PLANNED UNIT DEVLEOPMENT CONDITIONS), attached as Exhibits A-C hereto, dated April 22, 2021 and forward to the City Commission for consideration.

SUNDANCE SUBDIVISION
PUD (PLANNED UNIT DEVELOPMENT CONDITIONS)
April 22, 2021

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 **Roper Real Estate, Inc, P.O. Box 770961, Winter Garden, Florida, 34777-0961 "Permittee" (Chris Germana, Germana Engineering, Petitioner),** 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 desirous of obtaining a Planned Unit Development (PUD) zoning district to allow future construction of a proposed residential development consisting of a maximum of 130 single family residential units on approximately 33 acres, generally located on the north side of County Road 48, approximately 1,200 feet east of County Road 33, and west of Haywood Worm Farm Road, on a site within the City of Leesburg in accordance with their PUD application and supplemental information.

PURPOSE
The purpose of this document is to provide appropriate zoning standards for a high-quality built environment through the application of flexible and diversified land development requirements, which shall be implemented in conjunction with a master site development plan and the City of Leesburg Code of Ordinances, therefore allowing for more efficient and optimal use of the subject property, and to increase the overall economic opportunity and employment base of Leesburg, Florida.

CONDITIONS
The following conditions shall apply to the development proposed herein. If any instance where the conditions of this document may conflict with the City of Leesburg Code of Ordinances, this document shall prevail as the determining requirement.

1. **PERMISSION** is hereby granted to **Roper Real Estate, Inc, P.O. Box 770961, Winter Garden, Florida, 34777-0961 "Permittee" (Chris Germana, Germana Engineering, "Permittee"**), to construct, operate, and maintain a Planned Unit Development in and on real property in the City of Leesburg, in accordance with the requirements set forth herein. The property is more particularly described below.

2. **LEGAL DESCRIPTION**
   See attached **Exhibit B, Legal Description**.

3. LAND USE

The above-described property, containing approximately 33 acres, shall be used for platted single-family residential development, pursuant to City of Leesburg development codes and standards.

A. Permitted Uses
   1) Detached single family residential units
   2) Accessory structures for residential uses
   3) Sales office in a single-family unit
   4) Accessory retail within a recreation center or clubhouse, intended for the primary use of residents, such as a snack bar
   5) Temporary modular sales center office (during construction and sales of new units) not to exceed one year, and construction office not to exceed two years from the approval of the final plat of the final phase for the subdivision. Model homes may be used as sales centers during the duration of the project.

B. Prohibited Uses
   1) Townhouses
   2) Multi-family units (Apartments)
   3) Commercial uses (as a primary use)
   4) All other uses not specifically permitted within these conditions under Permitted Uses above shall be prohibited.

4. DEVELOPMENT STANDARDS

A. The project shall contain a maximum of 130 single family residential units, at a gross density not to exceed 3.9 units per acre on the approximately 33-acre site, as shown on **Exhibit C, Conceptual Development Plan**.

B. A mix of lot sizes is permitted as long as all lots are equal to or larger than the required minimums.

C. Along each street, homes with the same architectural design shall not be immediately adjacent (side by side) or directly across from a lot with the same design. Facades may be varied to meet this requirement. The maximum impervious surface for the project shall be 70%. Community and private swimming pools shall not count toward the impervious surface calculation.

D. The minimum lot development standards shall be:

   1) <u>For all lots:</u>
      a. Minimum house size: 1,600 square feet.
      b. Each additional bedroom to the above the minimum house size shall be a minimum of 120 square feet.
      c. Minimum lot size shall be 6000 square feet.
      d. Minimum width 50 feet
      e. Minimum depth 120 feet
      f. Minimum building setbacks:

Front – 20 feet;
Rear – 18 feet;
Side – 5 feet;
Corner Side – 15 feet.
Porch – 14 feet (porch must be a minimum width of 6 feet).

2) For all structures:
   a. Each residential structure shall have a minimum two car garage.
   b. Minimum distance between structures shall be 10 feet; measured from building wall to building wall, and the roof overhang shall not exceed forty (40) percent of the distance between the building wall and the property line.
   c. Maximum building height: two (2) stories or 35 feet.
   d. 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.
   e. 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.
   f. Solid roof structures attached to the residence must meet the required rear setback as noted under "Minimum building setbacks."
   g. As part of the site plan approval process, city staff shall review final site design standards in accordance with the approved PUD (Planned Unit Development) zoning conditions set forth herein.

5. DESIGN/ARCHITECTURAL STANDARDS

A. All buildings shall utilize at least 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 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. LANDSCAPING & BUFFER REQURIEMENTS

A. A minimum twenty-five (25) foot buffer tract with plantings as shown in Figure A below, shall be provided along the entire boundary of the property. This landscape buffer shall be separate from all other platted lots, shall not be part of individually platted lots, and shall be a common area to be maintained by an entity such as a Property Owners or Homeowners Association.

B. On the eastern and north eastern boundary of the property, in all areas adjacent to the property known as Lake County Alternate Key 1295556, a minimum six (6) foot solid wall shall be installed at the property line to provide a solid visual buffer between the subject property and the adjacent Industrial use. Fencing shall not be permitted in lieu of a wall.

C. 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.

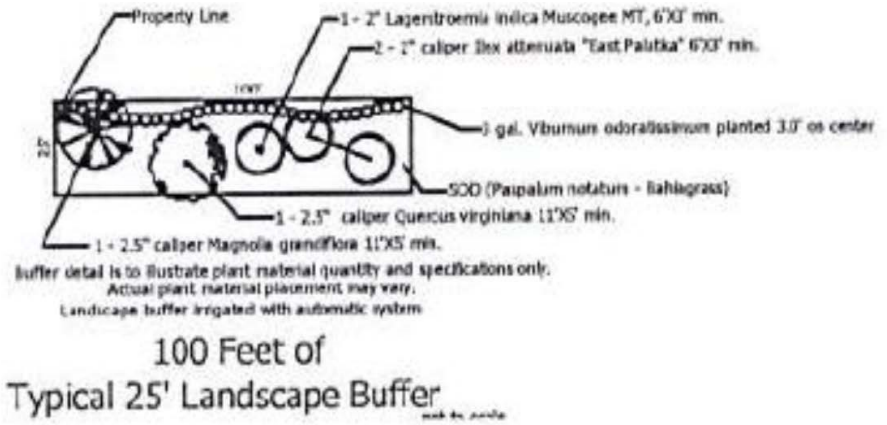
D. A six-foot privacy fence, consisting of PVC or other such synthetic material, shall be installed along the western, southern and eastern boundary of the property in all areas not buffered by the wall required in Section 6.A. above.

E. 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



F. Variations to the landscape and buffering requirements of the code may be approved by the Community Development Director or designee, as long as the intent of the PUD and the Landscaping Code are maintained, including consideration of existing fencing on adjacent properties and existing natural vegetative buffers.

G. The surveying of trees on the property shall be conducted as follows:

1) All specimen, heritage and historic trees shall be surveyed. Staff will review the tree survey and such trees shall be saved where possible during the site plan review process. This may include amending the site plan to save specimen, heritage and historic trees.
2) Site areas that are to preserve existing trees do not need to be included in the survey unless the trees are to be used in preservation/replacement requirements.

3) The tree survey shall be completed by a licensed surveyor.

7. SITE ACCESS AND SIGNAGE

A. The main vehicular access to the project site shall be split between at least one entrance on County Road 48 and one on Haywood Worm Farm Road. 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 site plan application review process.

1) Offsite road improvements on existing roads adjacent to the property may be required based on finalized access locations. Such improvements may include, but are not limited to, left and right turn lanes, right-of-way dedication, and pavement rehabilitation. Any proposed offsite road improvements must be approved by Lake County Public Works.
2) Prior to completion of the subdivision design plans, the developer shall work with the Lake County Department of Public Works to ensure all appropriate required roadway and access improvements for the development are made part of the plans submitted to the City of Leesburg.
3) The Master Development Plan, and the access points proposed thereon, are considered conceptual until the appropriate engineering and site plan reviews, along with any required upgrades are completed for the project.

B. 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.

C. Each required access point shall provide a decorative entry feature to include a concrete, brick or stucco wall at least five (5) feet in height, on each side of the entryway. This may be used for signage per City of Leesburg Code of Ordinances, as amended.

D. Alternative designs for the ground enclosure support and bases of a monument sign may be approved by the Community Development Director or designee, where the architectural style would be in keeping with the intent of these sign regulations.

8. TRANSPORTATION IMPROVEMENTS

A. Any transportation improvements or rights-of-way that may be required shall be based on projected needs and shall be contingent upon site plan approval by City staff during the development review and permitting process. The plan review process shall include consideration of 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. The City of Leesburg will not be responsible for the maintenance or repair of any of the roads or transportation improvements. The Permittee shall establish an appropriate legal entity that will be responsible to pay the cost and perform the services to maintain the roads and transportation improvements. Should the Permittee desire to dedicate the proposed project's internal road system to the City of Leesburg; the City, at its discretion, may accept or not accept the road system. Prior to acceptance, the Permittee shall demonstrate to the City that the road system is in suitable condition and meets City of Leesburg requirements. As a condition of accepting the roadway system the City may create a special taxing district or make other lawful provisions to assess the cost of maintenance of the system to the residents of the project, and may require bonds or other financial assurance of maintenance for some period of time.

G. Sidewalks shall be provided on both sides of the entrance 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.

9. UTILITIES

Prior to receiving final development approval, the Permittee shall submit a stormwater management plan and utility plan acceptable to the City of Leesburg. Water, wastewater and natural gas services will be provided by the City of Leesburg. Prior to any clearing, grubbing, or disturbance of natural vegetation in any phase of the development, the Permittee shall provide:

A. A detailed site plan that indicates all the provisions for electric, water, sewer, and/or natural gas in accordance with the City of Leesburg Land Development Codes.

B. Developer shall bear all responsibility, financial and otherwise, for the construction and installation of all utility infrastructure and other improvements related to the use and development of the property, consistent with the typical pioneering

agreement approved on new home projects in the city., including such off-site improvements required by the City and all other appropriate government agencies. All such requirements shall be constructed to the applicable specifications imposed by the ordinances and regulations of the City in effect at the time of construction.

C. Developer shall be responsible for the installation of a natural gas water heater and natural gas furnace in eighty percent (80%) of all homes in the development.

D. The City of Leesburg intends to service the property with water and wastewater services at this time. At the time of connection, all regulations in place at the time of the request shall be required, including but not limited to impact fees, connection and utility service deposit charges. The cost of supplying water and wastewater lines and other necessary infrastructure such as lift stations to the development shall be the responsibility of the applicant.

10. STORMWATER/DRAINAGE MANAGEMENT

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

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

B. A stormwater management system designed and implemented to meet all applicable St. Johns River Water Management District and City of Leesburg requirements.

C. A responsible legal entity for the maintenance of the stormwater management system on the plat prior to the approval of the final plat of record. A homeowner's 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.

11. WETLANDS, FLOOD ZONES & WILDLIFE

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

B. To the extent practicable, wetlands shall be placed in a conservation easement, which shall run in favor of, and be enforceable by, the St. Johns River Water Management District or another legal entity such as a homeowner's association. The conservation easement shall require that the wetlands be maintained in their natural and unaltered state. Wetlands shall not be included as a part of any platted lot, other than a lot platted as a common area, which shall be dedicated to the St. Johns River Water Management District or another legal entity such as a homeowner's association for ownership and maintenance.

C. Buildings or structures shall be a minimum of 50 feet from any wetland jurisdiction boundary.

D. Wetlands shall have an average upland buffer of 25 feet, with a minimum of 15 feet or the upland buffer established by St. Johns River Water Management District and/or U.S. Army Corp of Engineers; whichever is more restrictive. All upland buffers shall be naturally vegetated and upland buffers that are devoid of natural vegetation shall be re-planted with native vegetation or as required by St. Johns River Water Management District and/or U.S. Army Corp of Engineers.

E. Land uses allowed within the upland buffers for wetlands are limited to stormwater facilities as permitted by St. Johns River Water Management District.

F. If wetland alteration is permitted by St. Johns River Water Management District and/or U.S. Army Corp of Engineers, wetland mitigation shall be required in accordance with permit approvals from St. Johns River Water Management District or U.S. Army Corp of Engineers, whichever is more restrictive.

G. A wildlife management plan for the project site shall be prepared based on the results of an environmental assessment of the site and any environmental permit required from applicable governmental agencies. The wildlife management plan shall be submitted to the City as part of the site plan application process.

H. A map indicating the location of the 100-year flood plain.

I. The appropriate documentation that any flood hazard boundary has been amended in accordance with Federal Emergency Management Agency requirements, if the 100-year flood plain is altered and/or a new 100-year flood elevation is established in reference to the applicable flood insurance rate map.

J. Through the site plan review process, the developer shall coordinate with the City of Leesburg, Lake County and all impacted government agencies regarding elevation determinations, compensatory storage and overall design of the subdivision within and near flood hazard boundary areas, to ensure compliance with all regulations.

12. IRRIGATION & WATER USEAGE

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.

13. RECREATIONAL REQUIREMENTS

A. Recreational development provided on the site may include active and passive uses, as well as enclosed or unenclosed recreational space, devoted to the joint use of the residents. Such recreational space shall consist of not less than 200 square feet of space per dwelling unit or 26,000 square feet (0.6 acres).

B. Recreational requirements shall include at least one primary active recreation area. Recreation areas may include such uses as a children's playground with equipment, dog park area or gazebo, swimming pool, clubhouse or other amenities as reviewed and approved by staff. The primary recreational facility shall be constructed in conjunction with and completed no later than the completion of 50% of the approved number of residential units.

C. Credit for recreational space shall be given for areas dedicated to recreational space, to include items such as a clubhouse with recreation room, swimming pool, outdoor cooking facilities such as grills, youth playgrounds, play courts, dog parks or other similar uses which will meet the intent of this document. Other similar uses which will meet the intent of this document may be supplied by the developer.

D. Active recreational activity space shall be calculated at a rate of 1.25 times for activities such as, but not limited to:
   1) Trails, playgrounds, basketball, tennis, handball courts, etc.
   2) Community swimming pool, including the deck area surrounding such pools.
   3) Indoor recreation rooms provided such rooms are permanently maintained for the use of residents for recreational purposes.

4) Other active recreational activities may be used for credit, subject to approval by the City of Leesburg.

14. MAINTENANCE

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

15. DEVELOPMENT PHASING & IMPLEMENTATION

A. The proposed project may be constructed in phases in accordance with the Planned Unit Development Conditions and Conceptual Plan. Changes to the development conditions or conceptual plan, other than those conditions described in 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 plat of the lots for each approved phase shall contain only portions of the development approved under the Site Plan Review Process, i.e. each phase platted shall match each phase submitted for site plan review.

16. MISCELLANEOUS CONDITIONS

A. The uses of the proposed project shall only be those uses identified in the approved Planned Unit Development Conditions. Any other proposed use must be specifically authorized in accordance with the Planned Development amendment process.

B. No person, firm or corporation shall erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building structure, or alter the land in any manner without first submitting the necessary plans and obtaining appropriate approvals in accordance with the City of Leesburg Codes.

C. Construction and operation of the proposed use(s) shall at all times comply with the Planned Unit Development conditions set forth herein, and with all City and other governmental agencies rules and regulations.

D. The transfer of ownership or lease of any or all of the property described in 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.

E. These PUD Conditions shall inure to the benefit of, and shall constitute a covenant running with the land and the terms, conditions, and provisions hereof, and shall

be binding upon the present owner and any successor, and shall be subject to each and every condition as set forth herein.

17. LEVELS OF SERVICE

A. Levels of Service

1) As submitted, the development resulting from the proposed zoning change may result in demands on public facilities which would exceed the current capacity of some public facilities, such as, but not limited to water, wastewater, roads, drainage, and solid water. No final development order (site plan and building permits) shall be granted for proposed development until there is a finding that all public facilities and services required for the development have sufficient capacity at or above the adopted level of service (LOS) to accommodate the impacts of the development, or that improvements necessary to bring facilities up to their adopted LOS will be in place concurrent with the impacts of the development.

B. Utilities

1) Projected Capacities

a. The City's utility planning efforts draw upon phasing, capacity and service requirements, based upon information provided by the applicant. The City develops its plans consistent with sound engineering principles, prudent fiscal practices and due regard for regulatory compliance.

b. If the development requires construction of new distribution or collection lines, or other infrastructure needed to develop the subdivision, the developer will be required to construct such facilities to provide service. The developer will bear the cost of design, permitting and construction. Any such facilities must be constructed in a fashion consistent with the City's master plans and to the City standards and specifications.

2) Commitment of Capacity

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

3) Ability to Provide Services

a. At this time, the City intends to provide water, wastewater and reclaimed water services within its service area for the foreseeable future.

b. Future development within the City of Leesburg utility service areas may impact the provision of utility services.

LEGAL DESCRIPTION: (PER ORB. 4051, PG. 1522)

Lots 13, 14, 15 and 16, in Roadside Subdivision, according to the Plat thereof, as recorded in Plat Book 9, Page 62, Public Records of Lake County, Florida.

LESS the right-of-way for Atlantic Coastline Railroad along the South lot line of said Lot 13 thereof.

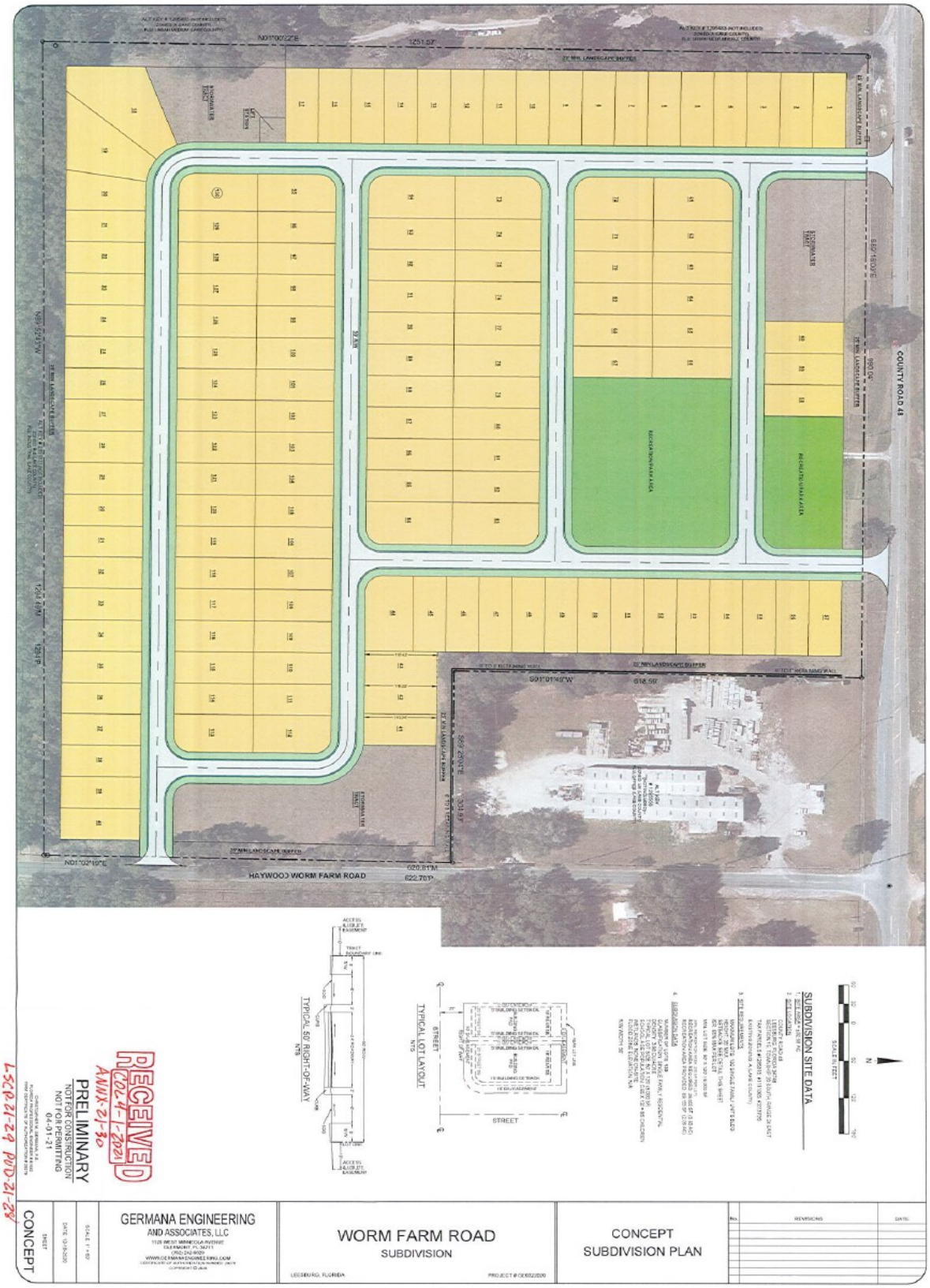
Also, LESS that part of Haywood Worm Farm Road over the East lot lines of said Lot 13, 14, 15 and 16 thereof.

AND

The West 3/4 of the North 1/2 of the Northeast 1/4 of the Southeast 1/4 of Section 15, Township 20 South, Range 24 East, Lake County, Florida.

LESS the right-of-way for State Road No. 48 along the North lot line thereof.

EXHIBIT C **CONCEPTUAL SITE PLAN**



CITY OF LEESBURG PLANNING & ZONING DIVISION
STAFF SUMMARY

DATE: April 22, 2021
OWNER: 33 AC SR 48, LLC
PETITIONER: Germana Engineering and Associates, LLC
PROJECT: Sundance Subdivision
REQUEST: Future Land Use of Estate Residential; Zoning of PUD (Planned Unit Development)
CASE NO.: LSCP-21-29; PUD-21-28

GENERAL LOCATION: The property is generally located on the south side of County Road 48, west of County Road 33.

FUTURE LAND USE DESIGNATION: Lake County Regional Office

SURROUNDING FUTURE LAND USE DESIGNATION:

North — Lake County Regional Office
South — Lake County Industrial
West — Lake County Urban Medium
East — Lake County Urban Medium

PROPOSED FUTURE LAND USE DESIGNATION: Estate Residential

EXISTING ZONING DESIGNATION: Lake County Agriculture

SURROUNDING ZONING DESIGNATIONS:

North — Lake County MP (Planned Industrial)
South — Lake County R-6 (Urban Residential); Lake County HM (Heavy Industrial)
West — Lake County A (Agriculture); Lake County R-6 (Urban Residential)
East — Lake County LM (Light Industrial); Lake County R-1 (Rural Residential)

PROPOSED ZONING DESIGNATION: City of Leesburg PUD (Planned Unit Development)

EXISTING LAND USE: Agricultural/single family dwelling unit

SURROUNDING LAND USE:

North — Light Manufacturing
South — Office; Vacant Industrial; Service Shop
West — Residential
East — Residential; Light Manufacturing; Vacant Commercial

PROPOSED LAND USE: Residential subdivision

CITY OF LEESBURG PLANNING & ZONING DIVISION
DEPARTMENTAL REVIEW SUMMARY

DATE: March 29, 2021
OWNER: 33 AC SR 48, LLC
PETITIONER: Germana Engineering and Associates, LLC
PROJECT: Sundance Subdivision
REQUEST: Large Scale Comprehensive Plan Amendment to Estate Residential and zoning to PUD (Planned Unit Development)
CASE NO.: LSCP 21-29; PUD-21-28

THE FOLLOWING COMMENTS RECEIVED FROM EACH DEPARTMENT:

POLICE

No comments received as of 4/16/21

FIRE

No comments from Fire Department. Amanda Stevenson 4/5/21

ELECTRIC

This is outside Leesburg Electric's territory. Steve Davis 3/31/21

GAS

No comments received as of 4/16/21

GIS

GIS has no comments. Tammy Magamoll 3/31/21

BUILDING

No comments received as of 4/16/21

PUBLIC WORKS

Public Works has no issues with this proposal. Clifford Kelsey 4/12/21

ADDRESSING

No comments received as of 4/16/21

ECONOMIC DEVELOPMENT

No comments received as of 4/16/21

LAKE COUNTY PUBLIC WORKS

Lake County Public Works has the attached comments for the Sundance Subdivision PUD and markup suggestion for the concept plan. Thanks Seth Lynch 4/6/21

LAKE COUNTY SCHOOLS

Please find attached the Adequate Public Facilities Determination for Sundance Subdivision. Same comment – School Concurrency review required. Proportionate share mitigation may be required at that time. Thanks, Helen LaValley 4/6/21

PUBLIC RESPONSES

Approval

1 approval

Disapproval

1 disapproval

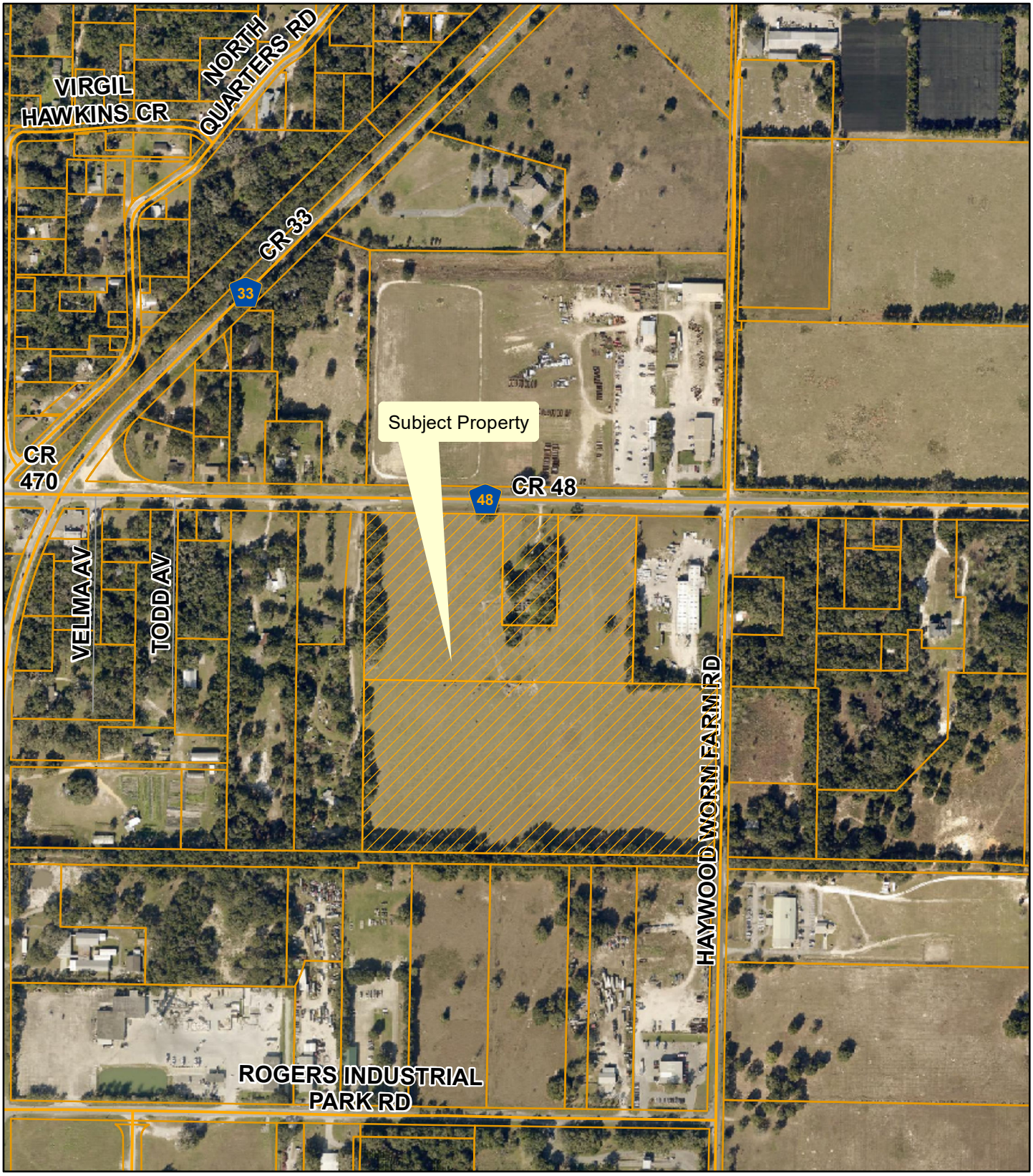
No comment

Notice of Appearance filed:

PUBLIC COMMENTS (APPROVAL WITH REQUESTS)

PUBLIC COMMENTS (DISAPPROVAL)

Aerial



Planning & Zoning Division

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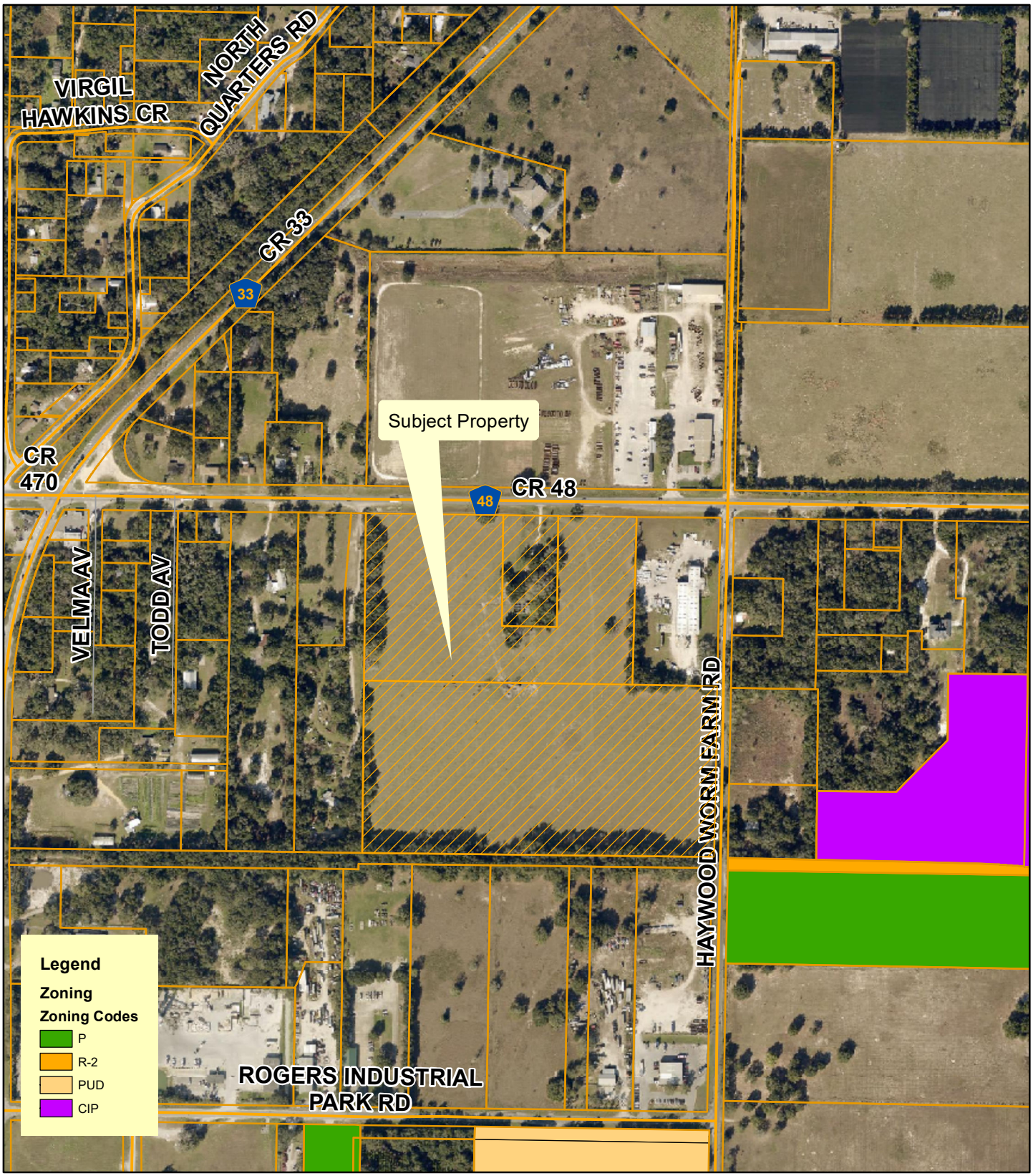
LSCP-21-29; PUD-21-28 - Sundance Subdivision
AK#s: 1111005; 1295815; 3319796
Section 15, Township 20, Range 24
March 8, 2021

Zoning



Planning & Zoning Division

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LSCP-21-29; PUD-21-28 - Sundance Subdivision
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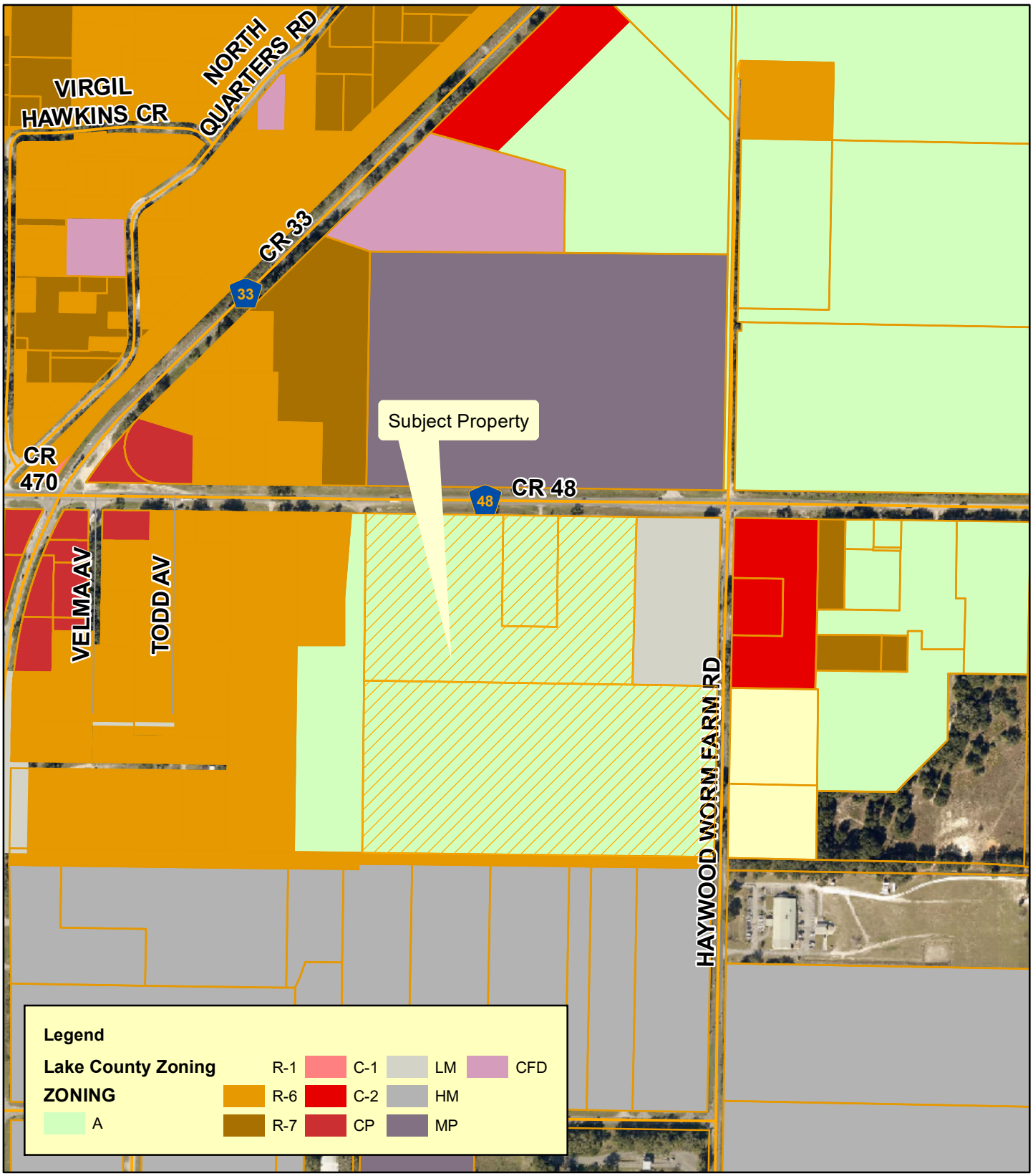
Section 15, Township 20, Range 24
March 8, 2021

Lake County Zoning



Planning & Zoning Division

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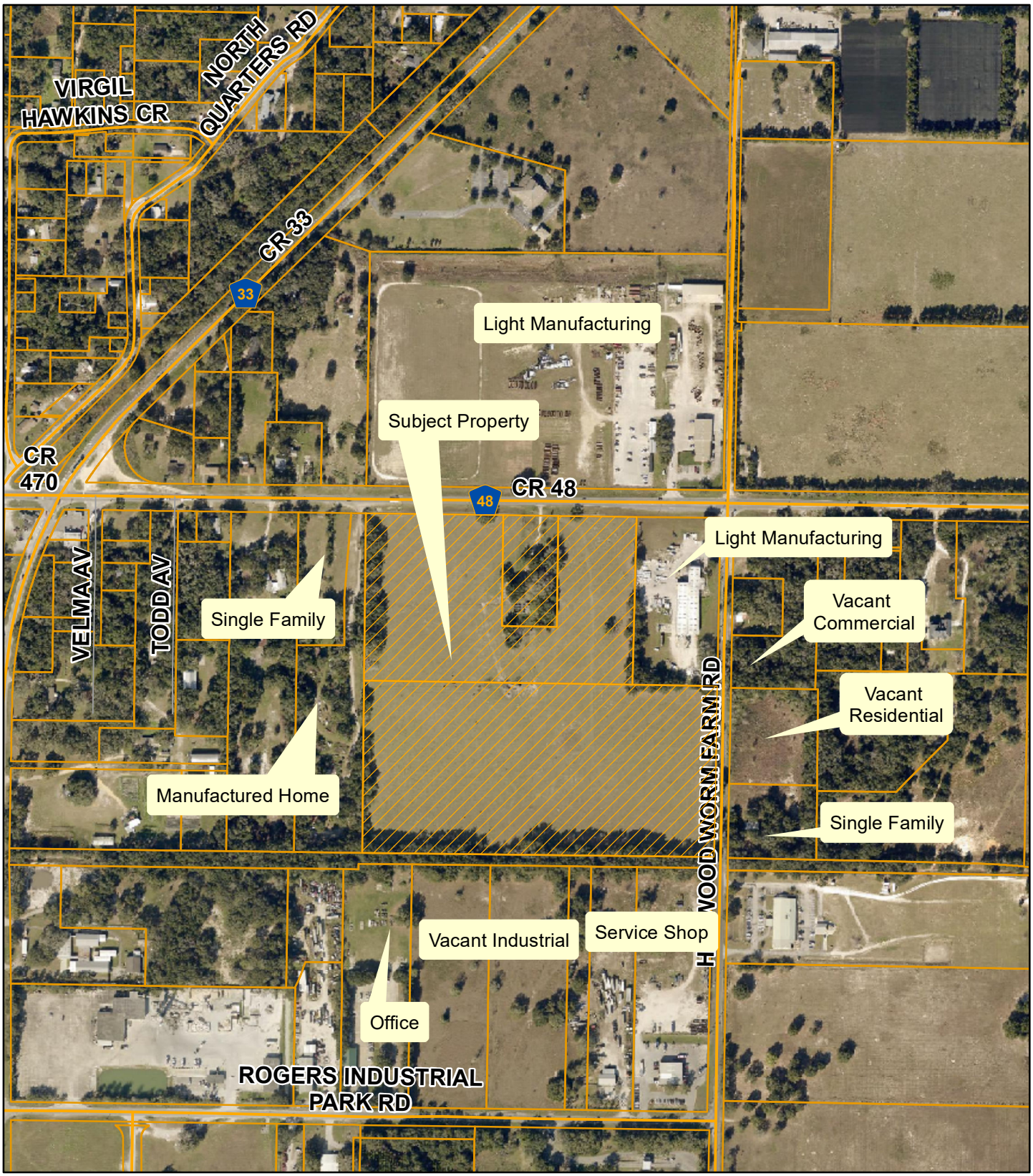
LSCP-21-29; PUD-21-28 - Sundance Subdivision
AK#s: 1111005; 1295815; 3319796
Section 15, Township 20, Range 24
March 8, 2021

Surrounding Land Uses



Planning & Zoning Division

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LSCP-21-29; PUD-21-28 - Sundance Subdivision
AK#s: 1111005; 1295815; 3319796
Section 15, Township 20, Range 24
March 8, 2021

Wetlands and Flood Zones

Planning & Zoning Division

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0 110 220 330 440
Feet

LSCP-21-29; PUD-21-28 - Sundance Subdivision
AK#s: 1111005; 1295815; 3319796
Section 15, Township 20, Range 24
March 8, 2021

City of Leesburg
Lake Front City

Agenda Memorandum

Item No: 6.A.4.

Meeting Date: August 23, 2021

From: Dan Miller, (Planning and Zoning Manager)

Subject: An Ordinance of the City of Leesburg, Florida, amending the City of Leesburg Comprehensive Plan pursuant to Section 163.3177.6.(i) Florida Statutes, which requires the inclusion of a property rights element; Providing for conflict with other Ordinances; Providing a savings clause; and Providing an effective date.

Staff Recommendation:
Planning and Zoning Staff and Planning Commission recommend approval of the request to amend the City's Comprehensive Plan to add an "Property Rights" element to the plan.

Analysis:
In June 2021, Florida Governor Ron DeSantis signed into law, effective July 1, 2021, that all municipalities shall include a Property Rights element within their approved comprehensive plans. This requirement states that amendments to each plan are in accordance with the legislative intent expressed in ss.163.3161(10) and 187.101(3), --that governmental entities respect judicially acknowledged and constitutionally protected private property rights. This proposed Property Rights Element is mandated to ensure that property rights are considered in a municipalities decision-making process, Thus, proposed amendment will support the intent and requirements of the Florida Legislature. Municipalities which do not adopt a Property Rights element into their Comprehensive Plans will not be allowed to continue processing Comp Plan amendments.

The Planning Commission held a public hearing on the application on July 22, 2021 and recommended approval by a vote of 5-0.

Procurement Analysis:
N/A

Options:
1. Approve the proposed amendment to the City of Leesburg Comprehensive Plan; or
2. Such other action as the Commission may deem appropriate.

Fiscal Impact:

No fiscal impact is anticipated as a result of this action.

Submission Date and Time:

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, AMENDING THE CITY OF LEESBURG COMPREHENSIVE PLAN PURSUANT TO SECTION 163.3177.6.(I) FLORIDA STATUTES, WHICH REQUIRES THE INCLUSION OF A PROPERTY RIGHTS ELEMENT; PROVIDING FOR CONFLICT WITH OTHER ORDINANCES; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

The City of Leesburg Comprehensive Plan is amended to include a Property Rights Element and shall be amended as attached and incorporated as Exhibit A of this Ordinance.

Section I.
Based upon Florida's legislative action during the 2021 legislative session requiring that local and municipal governments adopt a Property Rights Element into their Comprehensive Plan, 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 City of Leesburg Comprehensive Plan shall be amended as attached and incorporated as Exhibit A of this Ordinance, and transmitted to the Florida Department of Economic Opportunity for review.

Section II.
In the event of any conflict between this Ordinance and any other portion of the Code of Ordinances, the provisions of this Ordinance shall take precedence.

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

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

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held the 23rd day of August 2021.

THE CITY OF LEESBURG, FLORIDA

_____
Mayor

ATTEST:

_____

City Clerk

EXHIBIT A – PROPOSED COMPREHENSIVE PLAN AMENDMENT Property Rights Element

GOALS, OBJECTIVES AND POLICIES

GOAL: Property Rights. In accordance with the legislative intent expressed in ss. 163.3161(10) and 187.101(3) that governmental entities respect judicially acknowledged and constitutionally protected private property rights, each local government shall include in its comprehensive plan a property rights element to ensure that private property rights are considered in local decision making.

OBJECTIVE: To ensure that property rights are considered in the City's decision-making process, the policies enumerated below shall be considered:

POLICY 1: The right of a property owner to physically possess and control his or her interests in the property, including easements, leases, or mineral rights.

POLICY 2: The right of a property owner to use, maintain, develop, and improve his or her property for personal use or for the use of any other person, subject to state law and local ordinances.

POLICY 3: The right of the property owner to privacy and to exclude others from the property to protect the owner's possessions and property.

POLICY 4: The right of a property owner to dispose of his or her property through sale or gift.

CITY OF LEESBURG PLANNING & ZONING DIVISION RECOMMENDATIONS

PROJECT: Comprehensive Plan Text Amendment
REQUEST: Property Rights Element
CASE NO.: CPTA-20-224
MEETING DATE: July 22, 2021

THE PLANNING & ZONING DIVISION RECOMMENDS:

APPROVAL of the request

for the following reason(s):

1. The proposed amendment to the City's Comprehensive Plan is in accordance with the legislative intent expressed in ss. 163.3161(10) and 187.101(3) that governmental entities respect judicially acknowledged and constitutionally protected private property rights.

2. The proposed Property Rights Element is mandated to ensure that property rights are considered in the City's decision-making process.

3. The proposed amendment will support the intent of the Florida Legislature.

Action Requested:

1. Vote to approve proposed Property Rights Element amendment as an additional Element to the City's Comprehensive Plan, and forward to the City Commission for consideration

Section 2. Paragraph (i) is added to subsection (6) of section 163.3177, Florida Statutes, to read:

163.3177 Required and optional elements of comprehensive plan; studies and surveys.—

(6) In addition to the requirements of subsections (1)-(5), the comprehensive plan shall include the following elements:

(i)1. In accordance with the legislative intent expressed in ss. 163.3161(10) and 187.101(3) that governmental entities respect judicially acknowledged and constitutionally protected private property rights, each local government shall include in its comprehensive plan a property rights element to ensure that private property rights are considered in local decisionmaking. A local government may adopt its own property rights element or use the following statement of rights:

The following rights shall be considered in local decisionmaking:

1. The right of a property owner to physically possess and control his or her interests in the property, including easements, leases, or mineral rights.

2. The right of a property owner to use, maintain, develop, and improve his or her property for personal use or for the use of any other person, subject to state law and local ordinances.

3. The right of the property owner to privacy and to exclude others from the property to protect the owner's possessions and property.

4. The right of a property owner to dispose of his or her property through sale or gift.

2. Each local government must adopt a property rights element in its comprehensive plan by the earlier of the date of its adoption of its next proposed plan amendment that is initiated after July 1, 2021, or the date of the next scheduled evaluation and appraisal of its comprehensive plan pursuant to s. 163.3191. If a local government adopts its own property rights element, the element may not conflict with the statement of rights provided in subparagraph 1.

Section 3. Section 163.3237, Florida Statutes, is amended to read:

163.3237 Amendment or cancellation of a development agreement.—A development agreement may be amended or canceled by mutual consent of the parties to the agreement or by their successors in interest. A party or its designated successor in interest to a development agreement and a local government may amend or cancel a development agreement without securing the consent of other parcel owners whose property was originally subject to the development agreement, unless the amendment or

City of Leesburg
Lake Front City

Agenda Memorandum

Item No: 6.A.5.

Meeting Date: August 23, 2021

From: Dan Miller, (Planning and Zoning Manager)

Subject: An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 12.94 +/- acres from City of Leesburg PUD (Planned Unit Development) and City of Leesburg SPUD (Small Planned Unit Development) to PUD (Planned Unit Development) to allow for a church/social service and youth center campus for a property generally located at the intersection of South Street and Caballo Road, as legally described in Section 28, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date. (Salvation Army)

Staff Recommendation:
Planning and Zoning Staff and Planning Commission recommend approval of the request to rezone the subject property from City of Leesburg PUD (Planned Unit Development) and City of Leesburg SPUD (Small Planned Unit Development) to PUD (Planned Unit Development) to allow for a church/social service and youth center campus.

Analysis:
The project site is approximately 12.94 +/- acres and is generally located at the intersection of South Street and Caballo Road as shown on the attached maps. At this time, the property is being used for a church/social service and youth center campus. The proposal will allow for mixed-use residential and commercial development. The existing land uses surrounding the property are office, residential, mini warehouse, vacant industrial, pasture, and service shop. City of Leesburg utilities are available nearby.

The Planning Commission held a public hearing on the application on July 22, 2021 and recommended approval by a vote of 5-0.

Procurement Analysis:
N/A

Options:
1. Approve the proposed rezoning to PUD (Planned Unit Development); or
2. Such other action as the Commission may deem appropriate.

Fiscal Impact:
Future development of this site will create a positive fiscal impact on the City of Leesburg, in the form of impact and utility fees, plus ad valorem taxes.

Submission Date and Time:

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE ZONING ON APPROXIMATELY 12.94 +/- ACRES FROM CITY OF LEESBURG PUD (PLANNED UNIT DEVELOPMENT) AND CITY OF LEESBURG SPUD (SMALL PLANNED UNIT DEVELOPMENT) TO PUD (PLANNED UNIT DEVELOPMENT) TO ALLOW FOR A CHURCH/SOCIAL SERVICE AND YOUTH CENTER CAMPUS FOR A PROPERTY GENERALLY LOCATED AT THE INTERSECTION OF SOUTH STREET AND CABALLO ROAD, AS LEGALLY DESCRIBED IN SECTION 28, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (SALVATION ARMY)

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

Section 1.
Based upon the petition of Greg Beliveau, AICP, LPG Urban & Regional Planners, Inc, petitioner of the property hereinafter described, which petition has heretofore been approved by the City Commission of the City of Leesburg Florida, pursuant to the provisions of the Laws of Florida, the said property located in Lake County, Florida, is hereby rezoned from City of Leesburg PUD (Planned Unit Development) and City of Leesburg SPUD (Small Planned Unit Development) to PUD (Planned Unit Development), to-wit:

(Legal Description)
(See Exhibit B)

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 the 23rd day of August 2021.

THE CITY OF LEESBURG, FLORIDA

_____
Mayor

ATTEST:

_____
City Clerk

CASE #: RZ 21-141 **EXHIBIT A**

SALVATION ARMY CAMPUS
PUD (Planned Unit Development) Conditions
City of Leesburg, Florida
July 22, 2021

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 **The Salvation Army, 1424 NE Expressway NE, Atlanta, Georgia, 30329, as "Permittee" (Greg Beliveau, LPG Urban and Regional Planners, 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 to amend the Planned Unit Development (PUD) zoning district on the subject property to include additional land as well as to allow the uses of church/house of worship, social services to include senior housing, and youth center campus on an approximately 12.94 +/- acre site within the City of Leesburg, in accordance with their PUD application and supplemental information.

PURPOSE

The purpose of this document is to provide appropriate zoning standards for a high-quality built environment through the application of flexible and diversified land development requirements, which shall be implemented in conjunction with a master site development plan and the City of Leesburg Code of Ordinances, therefore allowing for 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 **The Salvation Army, 1424 NE Expressway NE, Atlanta, Georgia, 30329, as "Permittee" (Greg Beliveau, LPG Urban and Regional Planners, Agent),** to operate, and maintain a PUD (Planned Unit Development) development in and on real property in the City of Leesburg. The property is generally located south of South Street and west of Caballo Road. The property is more particularly described as shown in the attached legal description below.

2. **LEGAL DESCRIPTION**
   See attached Legal Description - Exhibit B

3. LAND USES

The above-described property shall be used for the uses as limited herein, pursuant to the requirements of this document and City of Leesburg development codes, requirements and standards, and as noted below.

A. Permitted uses
   1. Church/House of worship
   2. Social Services
      a. To include Senior Housing (maximum 36 units).
   3. Youth Center Campus

B. Prohibited Uses
   1. All uses not permitted by the PUD (Planned Unit Development).
   2. Industrial uses

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

D. Area
   1. The Impervious surface coverage for this site shall not exceed eighty (80) percent of the gross site area.

E. Open Space
   1. A minimum of twenty (20) percent of the site shall be developed as open space, including retention areas, buffer and landscaped areas. Parking areas and vehicle access areas shall not be considered in calculating open space.

4. SITE ACCESS

A. Access to the property is currently from South Street. Any additional access shall be subject to the site plan application review process.

5. DESIGN REQUIREMENTS

A. Exterior building materials contribute significantly to the visual impact of a building on the community. They shall be well designed and integrated into a comprehensive design style for the project. The total exterior wall area of each building elevation shall be composed of one of the following:
   1. At least thirty-five percent (35%) full-width brick or stone (not including window and door areas and related trim areas), with the balance being any type of lap siding and/or stucco.

   2. At least thirty percent (30%) full-width brick or stone, with the balance being stucco and/or a "cementitious" lap siding. (A "cementitious" lap siding product is defined as a manufactured strip siding composed of cement-based materials rather

than wood fiber-based or plastic-based materials. For example, Masonite or vinyl lap siding would not be allowed under this option.).

3. All textured stucco, provided there are unique design features such as recessed garages, tile or metal roofs, arched windows etc. in the elevations of the buildings or the buildings are all brick stucco. Unique design features shall be reviewed by the Community Development Director for compliance.

A. Other similar design variations meeting the intent of this section may be approved at the discretion of the Planning & Zoning Manager.

B. Future development of the property shall adhere to Section 25-360, Commercial Design Standards, for architectural standards and design.

6. DEVELOPMENT STANDARDS

A. The minimum development standards shall be those required for the PUD district except as amended by these conditions.

B. A wildlife/archaeological 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 management plan shall be submitted to the City as part of the preliminary plan application. The Permittee shall designate a responsible legal entity that shall implement and maintain the management plan.

7. PARKING

A. The permittee shall have off-street parking spaces within the property per the conceptual site plan pursuant to the City of Leesburg Code of Ordinances, as amended, which shall include the required number of handicapped parking spaces. The location and design of the proposed parking area will be reviewed during the site plan review process to provide for alternatives to mass parking areas.

8. WETLANDS

A. Should wetlands exist on the site, the following requirements shall apply. Prior to disturbance or development of any wetland area, the "Permittee" shall submit and receive approval from all affected governmental agencies to include, but not limited to, St. John's River Water Management District and the State of Florida Department of Environmental Regulation. Any notice of violation from any affected agency shall be cause for a cease and desist order on permits issued by the City of Leesburg until such time as the violation has been resolved with the appropriate agency(s).

9. DRAINAGE AND UTILITIES

A. Prior to receiving Final Development Plan Approval, the "Permittee" shall submit, if applicable, a Master Site Drainage Plan and Utility Implementation Plan acceptable to the City of Leesburg. Prior to removal, renovation or demolition of any existing development on the site, the permittee shall provide:

1. A detailed site plan demonstrating no direct discharge of stormwater runoff generated by the development into any natural surface waters or onto adjacent properties.

2. A detailed site plan indicating all provisions for electric, water, sewer, and natural gas in accordance with the site plan review process as required by the City of Leesburg Code of Ordinances.

10. TRANSPORTATION

A. All transportation improvements shall be based on a current traffic analysis and shall be contingent upon Site Plan approval by City staff during the development review and permitting process.

B. Vehicular access to the project site shall be provided by a minimum of one access point on S.R.44 (South Street) through a divided boulevard type road. Actual locations and design of the boulevard shall be determined during the Site Plan review process.

C. The Permittee shall provide all necessary improvements/signalization adjacent to the development as required by FDOT, Lake County and City of Leesburg.

D. The Permittee shall be responsible for obtaining all necessary FDOT, Lake County and City of Leesburg permits and a copy of all permits shall be provided to the City of Leesburg prior to construction plan approval.

E. A traffic/transportation analysis, if required, shall be submitted prior to preliminary site plan approval for review and determination of any necessary access improvements. Said improvements will be the responsibility of the Permittee.

F. At such time that traffic signals are warranted at the intersections adjacent to the proposed project entrances, the Permittee shall pay their pro-rata share of the cost of the signal(s) as determined by City staff.

11. LANDSCAPING AND BUFFER REQUIREMENTS

A. A twenty-five (25) foot wide vegetative landscaped buffer shall be required along boundaries of the development except for S.R. 44 (South Street). The buffer shall retain existing healthy trees, shrubs and ground cover and shall include additional plantings where needed as provide in B. below.

B. All landscaping and buffering shall be in accordance with regulations contained within the City of Leesburg Code of Ordinances except as provided under these conditions:

1. For each one hundred (100) linear feet, or fraction thereof, of boundary, the following plants shall be provided in accordance with the planting standards and requirements of the Land Development Code.
   a. Two (2) canopy trees
   b. Two (2) ornamental trees
   c. Thirty (30) shrubs
   d. The remainder of the buffer area shall be landscaped with grass, groundcover, and/or other landscape treatment.
   e. Existing vegetation in the required buffer shall be protected during construction.
2. Existing vegetation in the required buffer shall be protected during any construction.

C. Variations to the landscape requirements of the code may be approved by the Community Development Director as long as the intent of the PUD and the Landscaping Code are maintained.

12. MAINTENANCE

A. With the exception of public utilities, maintenance of all site improvements, including but not limited to drives, internal sidewalks, landscaping and drainage shall be the responsibility of the owner.

13. DEVELOPMENT PHASING

A. The proposed project may be constructed in phases in accordance with 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.

14. MISCELLANEOUS CONDITIONS

A. The uses of the proposed project shall only be those uses identified in the approved Planned Development Conditions. Any other proposed use must be specifically authorized in accordance with the Planned Development amendment process.

B. No person, firm or corporation shall erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building structure, or alter the land in any manner without first submitting the necessary plans and obtaining appropriate approvals in accordance with the City of Leesburg Codes.

C. Construction and operation of the proposed use(s) shall at all times comply with City and other governmental agencies rules and regulations.

D. The transfer of ownership or lease of any or all of the property described in this 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.

E. These PUD Conditions shall inure to the benefit of, and shall constitute a covenant running with the land and the terms, conditions, and provisions hereof, and shall be binding upon the present owner and any successor, and shall be subject to each and every condition herein set out.

15. <u>LEVEL OF SERVICE</u>

As submitted, the proposed zoning change may result in demands on public facilities which would exceed the current capacity of some public facilities, such as, but not limited to roads, sewage, water supply, drainage, solid waste, parks and recreation, schools and emergency medical facilities. However, no final development order (site plan and building permits) shall be granted for a proposed development until there is a finding that all public facilities and services required for the development have sufficient capacity at or above the adopted level of service (LOS) to accommodate the impacts of the development, or that improvements necessary to bring facilities up to their adopted LOS will be in place concurrent with the impacts of the development.

A. Utilities

1. Planning & Construction
   a. The City's utility planning efforts draw upon phasing, capacity and service requirements, based upon information provided by the applicant. The City develops its plans consistent with sound engineering principles, prudent fiscal practices and due regard for regulatory compliance.
   b. For all development requiring construction of new distribution, collection lines, or other infrastructure needed to develop the project, 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.
2. Commitment of Capacity
   a. There are no concurrent or previous commitments of any existing or planned excess capacity for this property.
3. Ability to Provide Services
   a. At this time, the City intends to provide water, wastewater and reclaimed water 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.
   b. Future development within the City of Leesburg utility service areas may impact the provision of utility services.

LEGAL DESCRIPTION **EXHIBIT B**

That portion of North 486.00 feet of the Southwest ¼ of the Southeast ¼ in Section 28, Township 19 South, Range 24 East, Lake County, Florida described as follows: The North 486.00 feet of the West 998.90 feet of the Southwest ¼ of the Southeast ¼ in Section 28, Township 19 South, Range 24 East, Lake County, Florida; LESS Right –of-way of State Road No. 468 (also known as South Street) and **LESS** the East 264.64 feet thereof.

AND

The East 264.64 feet of the following described property:

That portion of the North 486.00 feet of the Southwest ¼ of the Southeast ¼ in Section 28, Township 19 South, Range 24 East, Lake County, Florida described as follows: The North 486.00 feet of the West 998.90 feet of the Southwest ¼ of the Southeast ¼ in Section 28, Township 19 South, Range 24 East, Lake County, Florida; **LESS** Right-of-way of State Road No. 468 (also known as South Street).

AND

That portion of the North 486.00 feet of the Southwest ¼ of the Southeast ¼ in Section 28, Township 19 South, Range 24 East, Lake County, Florida described as follows: The North 486.00 feet of the Southwest ¼ of the Southeast ¼ in Section 28, Township 19 South, Range 24 East, Lake County, Florida; **LESS** the Right-of-way of State Road No. 468 (also known as South Street), and **LESS** the West 998.90 feet thereof; and **LESS** the East 85.oo feet of the North 153.00 feet thereof; and **LESS** the South 79.00 feet of the North 232.00 feet of the East 90.00 feet thereof.

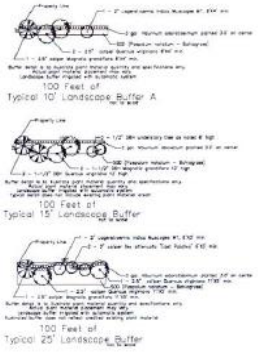
AND

The East 85 feet of the North 153.00 feet of the Southwest ¼ of the Southeast ¼ **LESS** the Right-of-way of State Road No. 468 (also known as South Street) and the South 79.00 feet of the North 232.00 feet of the East 90.00 feet of the Southwest ¼ of the Southeast ¼ , all in Section 28, Township 19 South, Range 24 East, Lake County, Florida.

Owner:
Salvation Army
1424 NE Expy NE
Atlanta, Georgia 30329

Agent:
LPG Urban and Regional Planners, Inc.
c/o Greg Beliveau
1162 Camp Avenue
Mount Dora, Florida 32757
(352)-385-1940

not to scale



Notes:

Total acreage:	12.94+- acres (536,666 square feet)
Zoning of parcel	City of Leesburg PUD/SPUD
Proposed zoning	City of Leesburg PUD
Future FLU:	City of Leesburg General Commercial

Proposed Use: Church/Social Center with recreational amenities and Storage Facilities, Future Housing

100 year flood elevation: 1.2 Acres (53,594sf)

Wetland acreage: N/A
Proposed Open Space: 8.16 Acres (355,728sf)

- This plan is conceptual in nature and is subject to change due to engineering and other influences.
- Maximum impervious surface ratio of .80
- Proposed impervious surface ratio of .23
- Maximum FAR - 2.0
- Proposed FAR- .6
- Maximum allowable building height 40'/3 Story
- Perimeter Property Boundary Setbacks: 25'
- Buffers:

  North - 15' landscape buffer
  South - 25' landscape buffer
  East - 10' landscape buffer
  West - 10' landscape buffer

- Utilities, water, sewer and fire protection will be provided by City of Leesburg.
- Stormwater mangement will be through a system of swales and retention ponds as required.
- Existing vegetation to be utilized in landscape buffers wherever possible.

LEGAL DESCRIPTION

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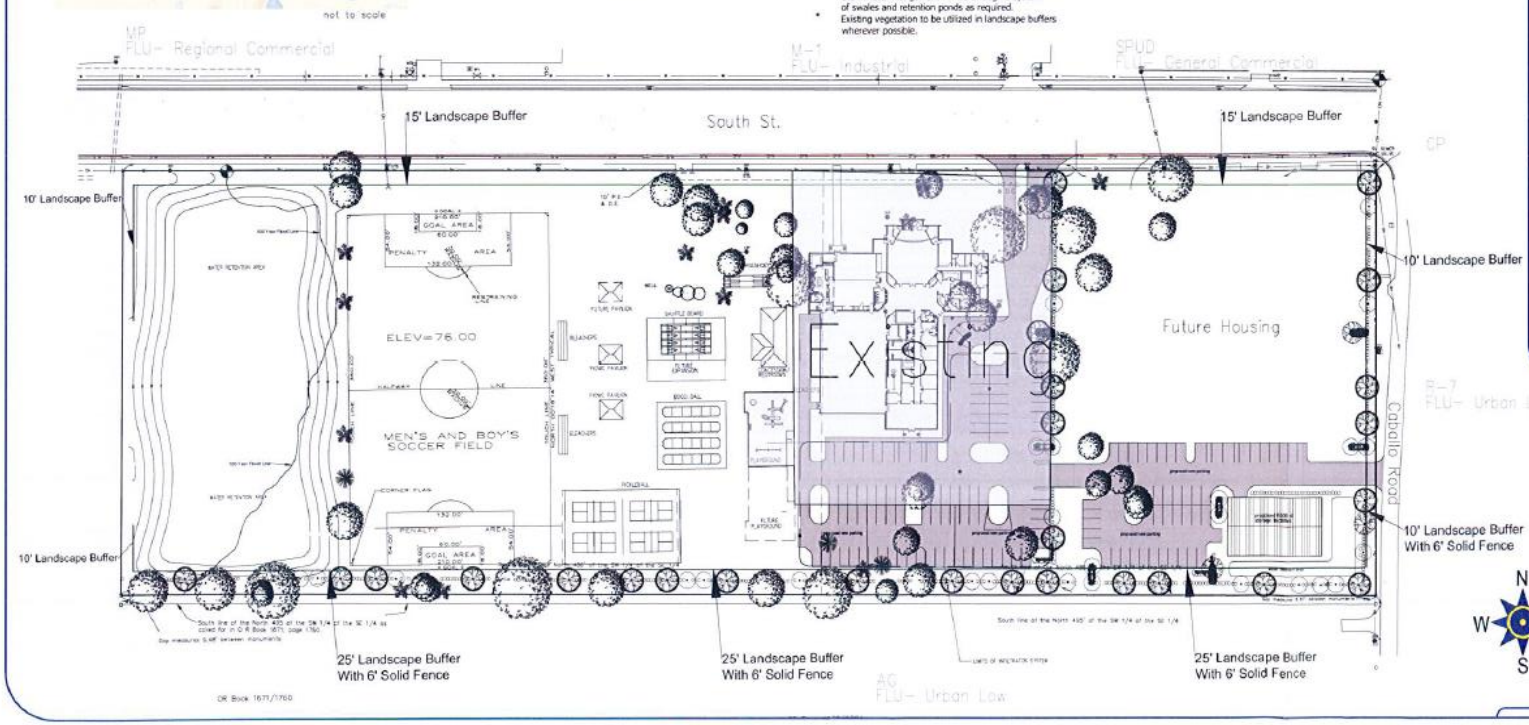
AND

The East 85 feet of the North 133.00 feet of the Southwest ¼ of the Southeast ¼ LESS the Right-of-way of State Road No. 468 (also known as South Street) and the South 79.00 feet of the North 212.00 feet of the East 30.00 feet of the Southeast ¼ of the Southeast ¼, all in Section 28, Township 19 South, Range 24 East, Lake County, Florida.



Urban & Regional Planners, Inc.
1162 Camp Avenue
Mount Dora, FL 32757
(352)385-1940 / FAX (352)383-4624
Reg. Generalist

1 of 1

Salvation Army Concept Plan

Leesburg, FL

March 31st, 2021

Legal Description

That portion of North 486.00 feet of the Southwest ¼ of the Southeast ¼ in Section 28, Township 19 South, Range 24 East, Lake County, Florida described as follows: The North 486.00 feet of the West 998.90 feet of the Southwest ¼ of the Southeast ¼ in Section 28, Township 19 South, Range 24 East, Lake County, Florida; LESS Right –of-way of State Road No. 468 (also known as South Street) and **LESS** the East 264.64 feet thereof.

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AND

The East 85 feet of the North 153.00 feet of the Southwest ¼ of the Southeast ¼ **LESS** the Right-of-way of State Road No. 468 (also known as South Street) and the South 79.00 feet of the North 232.00 feet of the East 90.00 feet of the Southwest ¼ of the Southeast ¼ , all in Section 28, Township 19 South, Range 24 East, Lake County, Florida.

CITY OF LEESBURG PLANNING & ZONING DIVISION RECOMMENDATIONS

OWNER:	The Salvation Army
PROJECT:	Salvation Army PUD Amendment
REQUEST:	Amend current PUD (Planned Unit Development) to include additional land, the uses of church/house of worship, social services to include senior housing, and youth center campus
CASE NO.:	PUD-21-141
MEETING DATE:	July 22, 2021

THE PLANNING & ZONING DIVISION RECOMMENDS:

<u>APPROVAL</u> of the request for the following reason(s):

1. The proposed Zoning designation of PUD (Planned Unit Development) is compatible with surrounding adjacent properties having a Zoning designation of Lake County A (Agriculture), Lake County MP (Planned Industrial), Lake County CP (Planned Commercial), Lake County R-7 (Mixed Residential District), Lake County R-6 (Urban Residential District), City of Leesburg R-2 (Medium Density Residential), City of Leesburg M-1 (Industrial), and City of Leesburg SPUD (Small Planned Unit Development).

2. The Future Land Use designation of General Commercial is compatible with the surrounding adjacent properties having Future Land Use designations of Lake County Regional Commercial, Lake County Urban Low Density, City of Leesburg Industrial, City of Leesburg General Commercial, and City of Leesburg High Density Residential.

3. The proposed request is consistent with the City's Growth Management Plan, Future Land Use Element, Goal 1, Objective 1.6.

Action Requested:

1. Vote to approve the recommendation to amend the current PUD (Planned Unit Development) to include additional land and the uses of church/house of worship, social services to include senior housing, and youth center campus uses.

CITY OF LEESBURG PLANNING & ZONING DIVISION
STAFF SUMMARY

DATE: June 24, 2021
OWNER: The Salvation Army
PETITIONER: Greg Beliveau, AICP, LPG Urban & Regional Planners, Inc.
PROJECT: Salvation Army PUD Amendment
REQUEST: Planned Unit Development Amendment
CASE NO.: PUD-21-141

GENERAL LOCATION: Intersection of Caballo Road and South Street.

FUTURE LAND USE DESIGNATION: City of Leesburg General Commercial

SURROUNDING FUTURE LAND USE DESIGNATION:
North – City of Leesburg Industrial, City of Leesburg General Commercial, Lake County Regional Commercial
South – Lake County Urban Low Density
East – Lake County Urban Low Density
West – City of Leesburg High Density Residential

PROPOSED FUTURE LAND USE DESIGNATION: N/A

EXISTING ZONING DESIGNATION: City of Leesburg PUD (Planned Unit Development) and City of Leesburg SPUD (Small Planned Unit Development)

SURROUNDING ZONING DESIGNATIONS:
North – City of Leesburg M-1 (Industrial), City of Leesburg SPUD (Small Planned Unit Development), Lake County MP (Planned Industrial)
South – Lake County A (Agriculture)
East – Lake County R-6 (Urban Residential), R-7 (Mixed Residential), and Lake County CP (Planned Commercial)
West – City of Leesburg R-2 (Medium Density Residential)

PROPOSED ZONING DESIGNATION: PUD (Planned Unit Development)

EXISTING LAND USE: Church/social service and youth center campus

SURROUNDING EXISTING LAND USE:
North – City of Leesburg Industrial, City of Leesburg General Commercial, Lake County Regional Commercial
South – Lake County Urban Low Density
East – Lake County Urban Low Density
West – City of Leesburg High Density Residential

PROPOSED LAND USE: Include additional land in the PUD and allow senior housing as well as continue to allow church/social service and youth center campus.

CITY OF LEESBURG PLANNING & ZONING DIVISION
DEPARTMENTAL REVIEW SUMMARY

DATE: June 4, 2021
OWNER: The Salvation Army
PETITIONER: Greg Beliveau, AICP, LPG Urban & Regional Planners, Inc.
PROJECT: Salvation Army PUD Amendment
REQUEST: Planned Unit Development Amendment
CASE NO.: PUD-21-141

THE FOLLOWING COMMENTS RECEIVED FROM EACH DEPARTMENT:

POLICE

No comments received as of 6/18/21

FIRE

No comment from Fire Department. Amanda Stevenson 6/7/21

ELECTRIC

Electric has no objections. Power is available. Additional easements will be required to install power. Steve Davis 6/7/21

GAS

No comments received as of 6/18/21

GIS

No comments received as of 6/18/21

BUILDING

No comments received as of 6/18/21

PUBLIC WORKS

Public Works has no issues with this request! Clifford Kelsey 6/8/21

ADDRESSING

No comments received as of 6/18/21

ECONOMIC DEVELOPMENT

No comments received as of 6/18/21

LAKE COUNTY PUBLIC WORKS

No comments received as of 6/18/21

LAKE COUNTY SCHOOLS

I have a question about the proposed senior living housing. Will this function similar to an independent living facility? Or assisted living facility? If so, it would be exempt from school concurrency review. Thanks, Helen LaValley 6/7/21

PUBLIC RESPONSES

Approval

no approvals

Disapproval

3 disapprovals 3 with comments

No comment

Notice of Appearance filed:

PUBLIC COMMENTS (APPROVAL WITH REQUESTS)

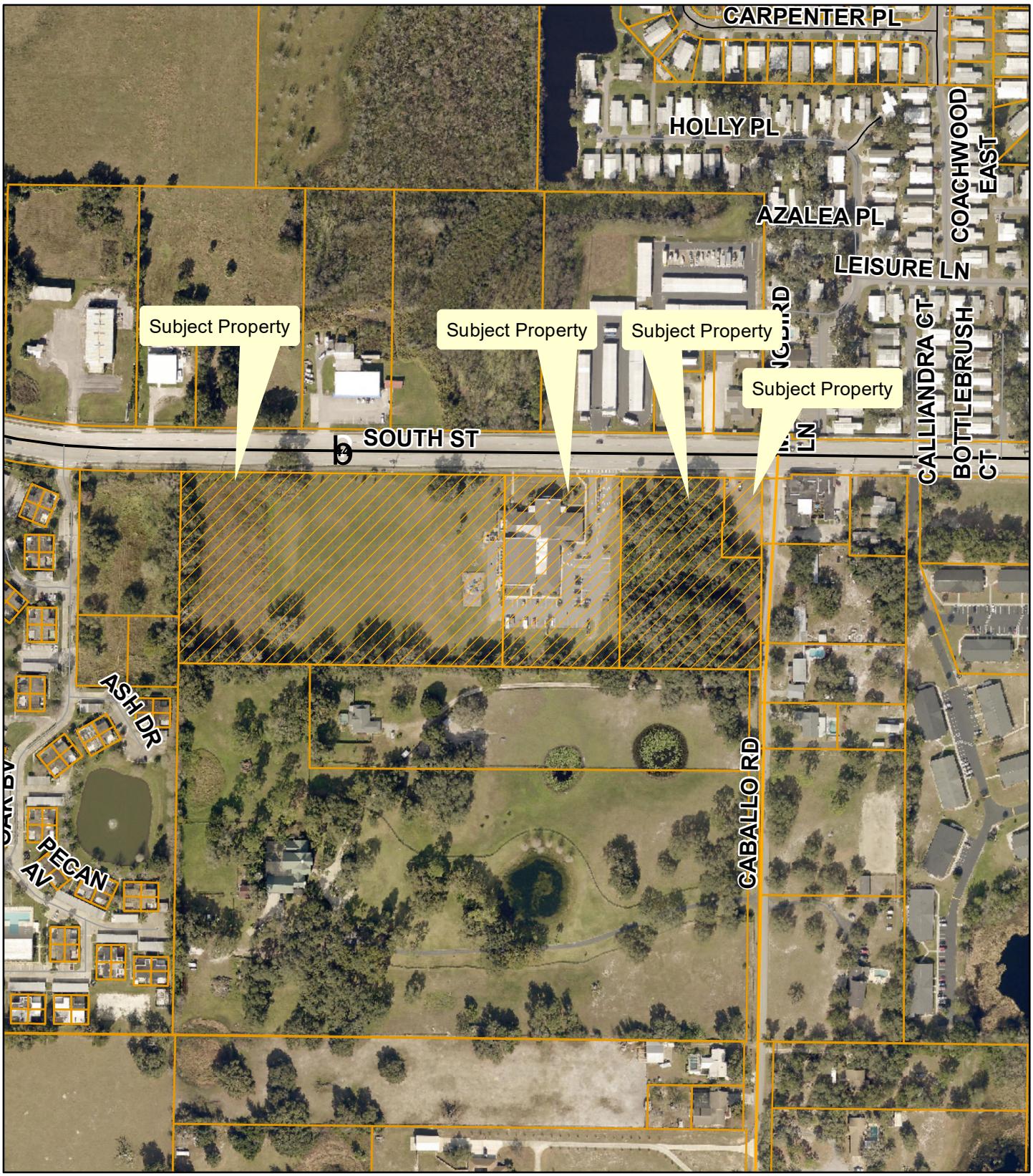
PUBLIC COMMENTS (DISAPPROVAL)

William R. Summerlin – Traffic on South Street is already terrible – People think they are on I-75 – drive fast and crazy - hard for people to get from Cabello Rd onto South Street and the people at Royal Oaks also have issues – why don't they redo some of the old motels houses for this project. We are a quiet neighborhood and don't want the extra activity – They will start with the housing and then what! When they have events, their music can be heard for hours take it elsewhere please!

Terri K. Goodrich – Our property backs up right behind the church. We have a huge privacy free line that cannot be destroyed!! We are NOT happy about any of this!! I work in Orlando & can't make the meeting for 6/24.

Carol Phillips – We bought this property in 1987 because of the ruralness of it. Now that feeling is gone especially because of all the traffic on South St. To add to that traffic with housing units on the corner of Caballo Rd. and South St. would be terrible. It is already a great hazard to try to get onto South St. from Caballo especially when turning left. I realize my words don't mean much but I wanted to express my opinion.

Aerial



Planning & Zoning Division

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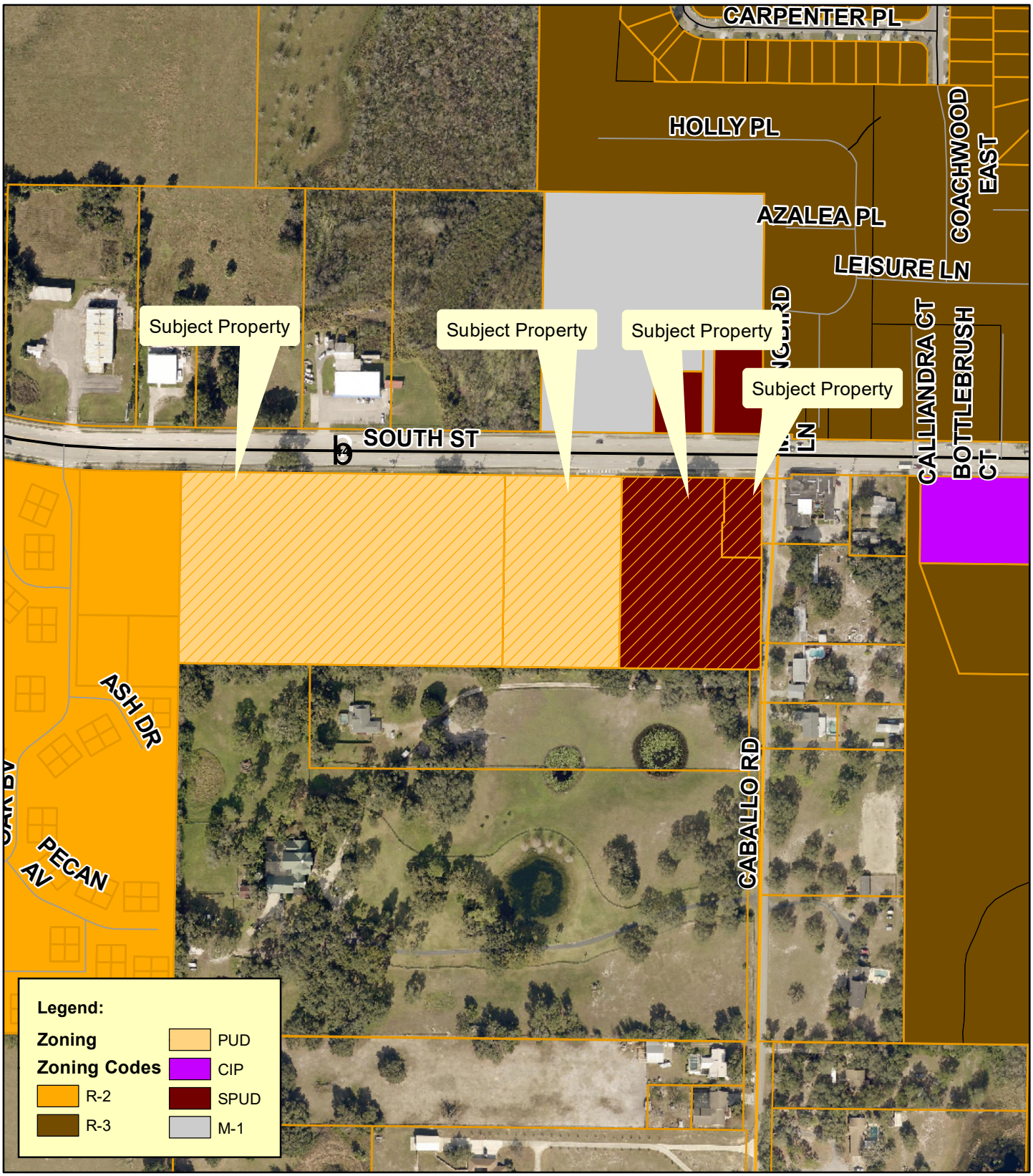
PUD-21-141
Salvation Army PUD Amendment
AK#: 1292492, 1292603, 3874873, 1292221
Section 28, Township 29 South, Range 24 East
May 28, 2021

Zoning



Planning & Zoning Division

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AK#: 1292492, 1292603, 3874873, 1292221
Section 28, Township 29 South, Range 24 East
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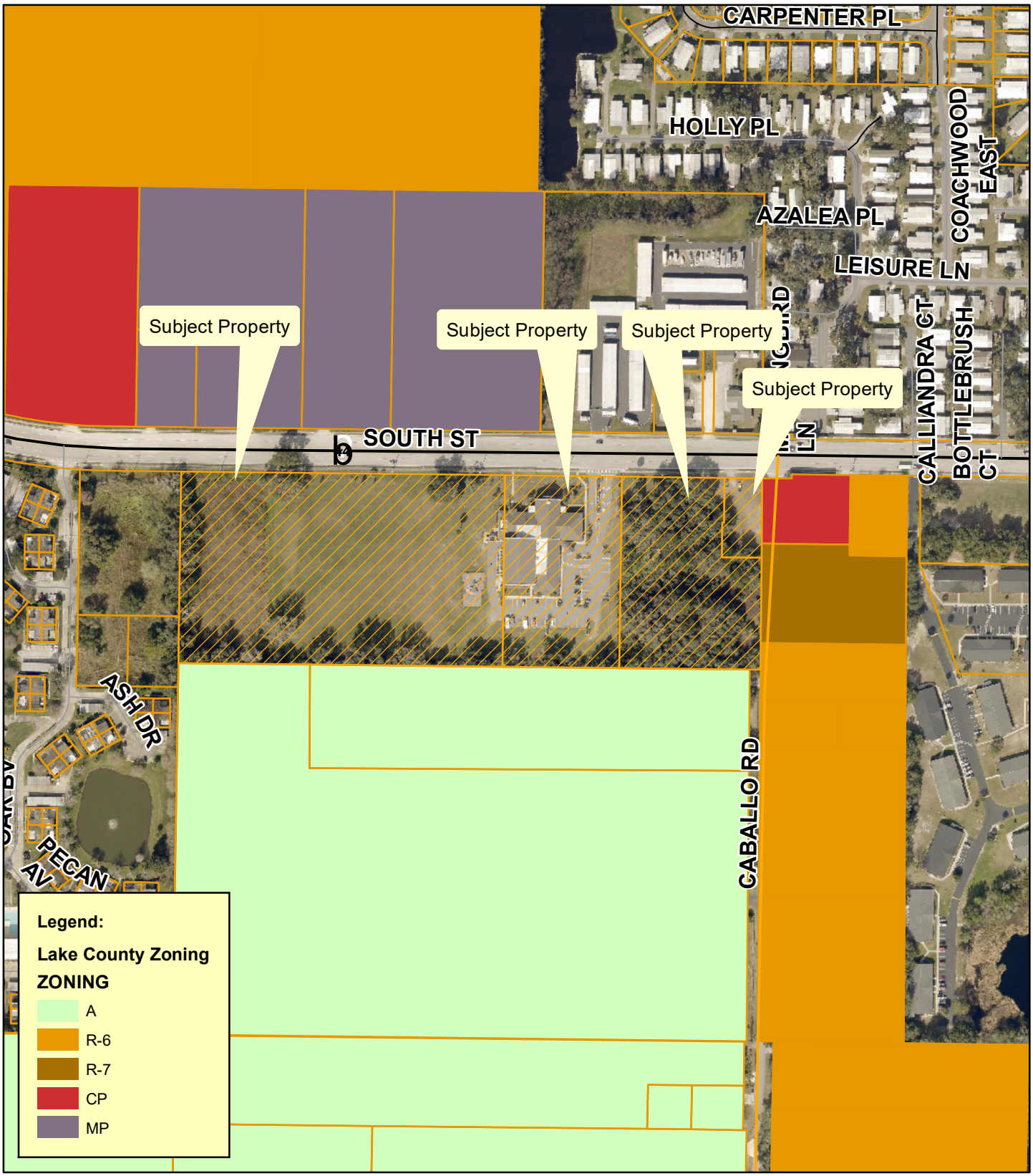
Lake County Zoning



Planning & Zoning Division

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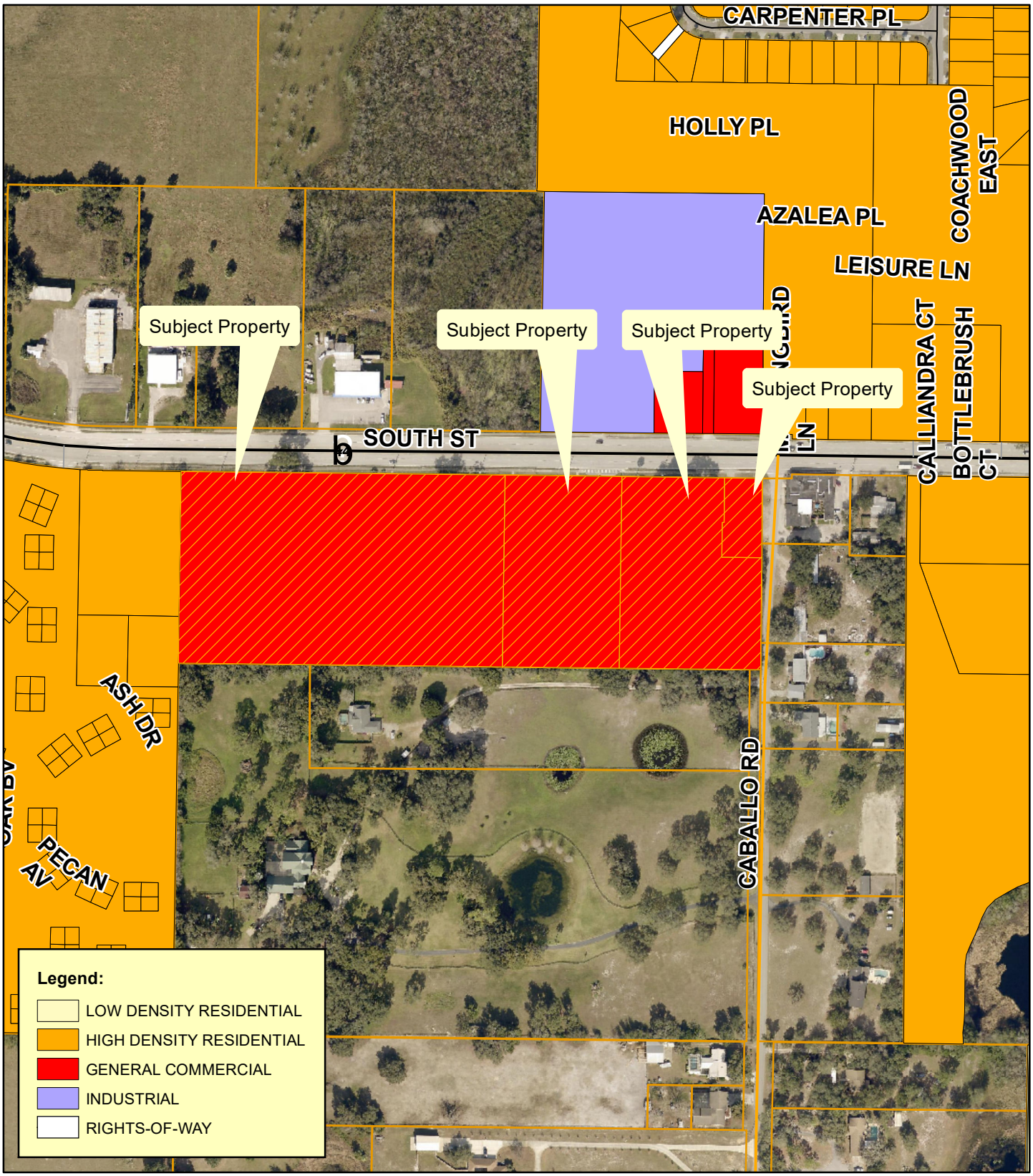
May 28, 2021

Future Land Use



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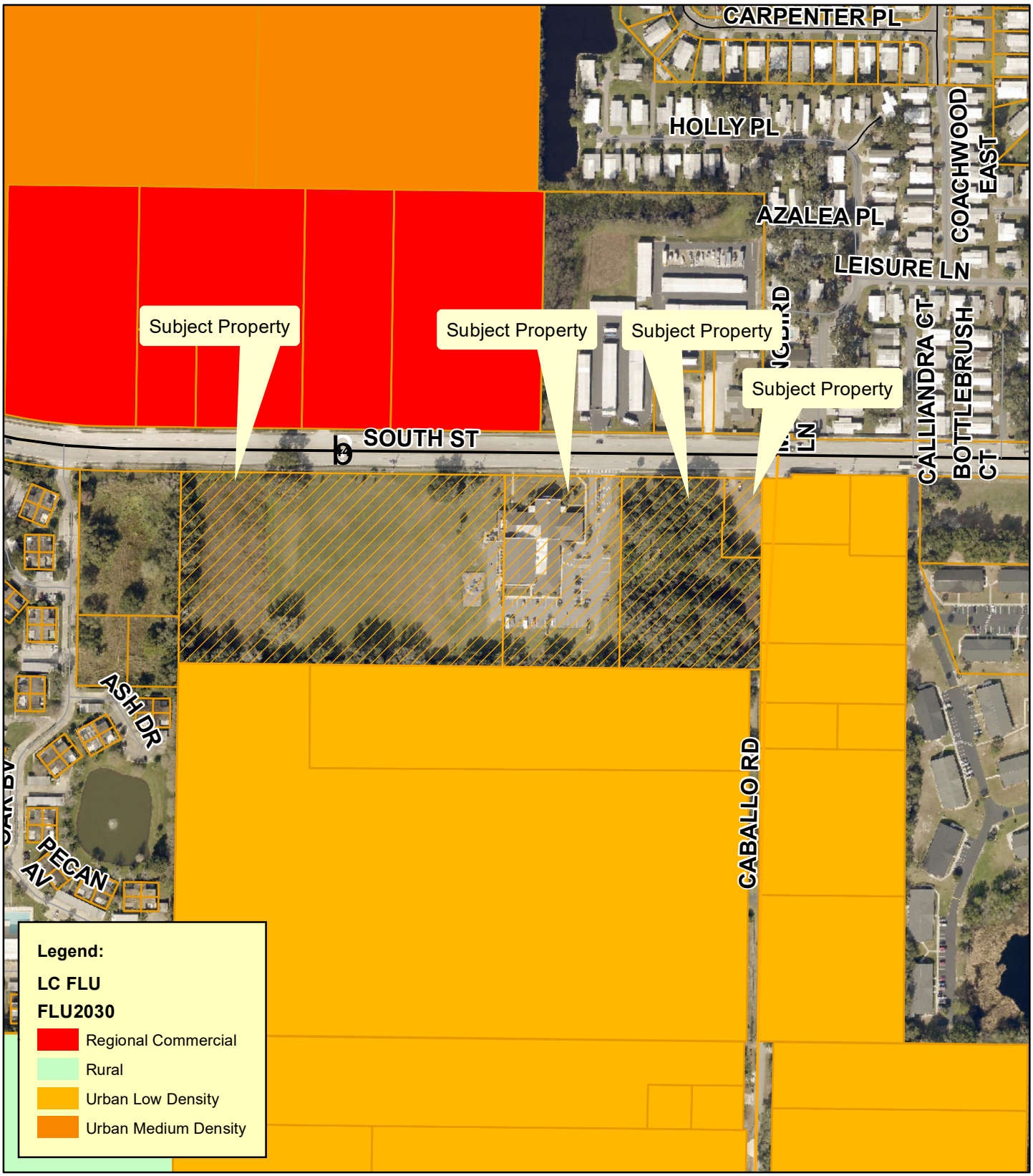
PUD-21-141
Salvation Army PUD Amendment
AK#: 1292492, 1292603, 3874873, 1292221
Section 28, Township 29 South, Range 24 East
May 28, 2021

Lake County Future Land Use



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Salvation Army PUD Amendment
AK#: 1292492, 1292603, 3874873, 1292221
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May 28, 2021

Surrounding Land Uses

Planning & Zoning Division

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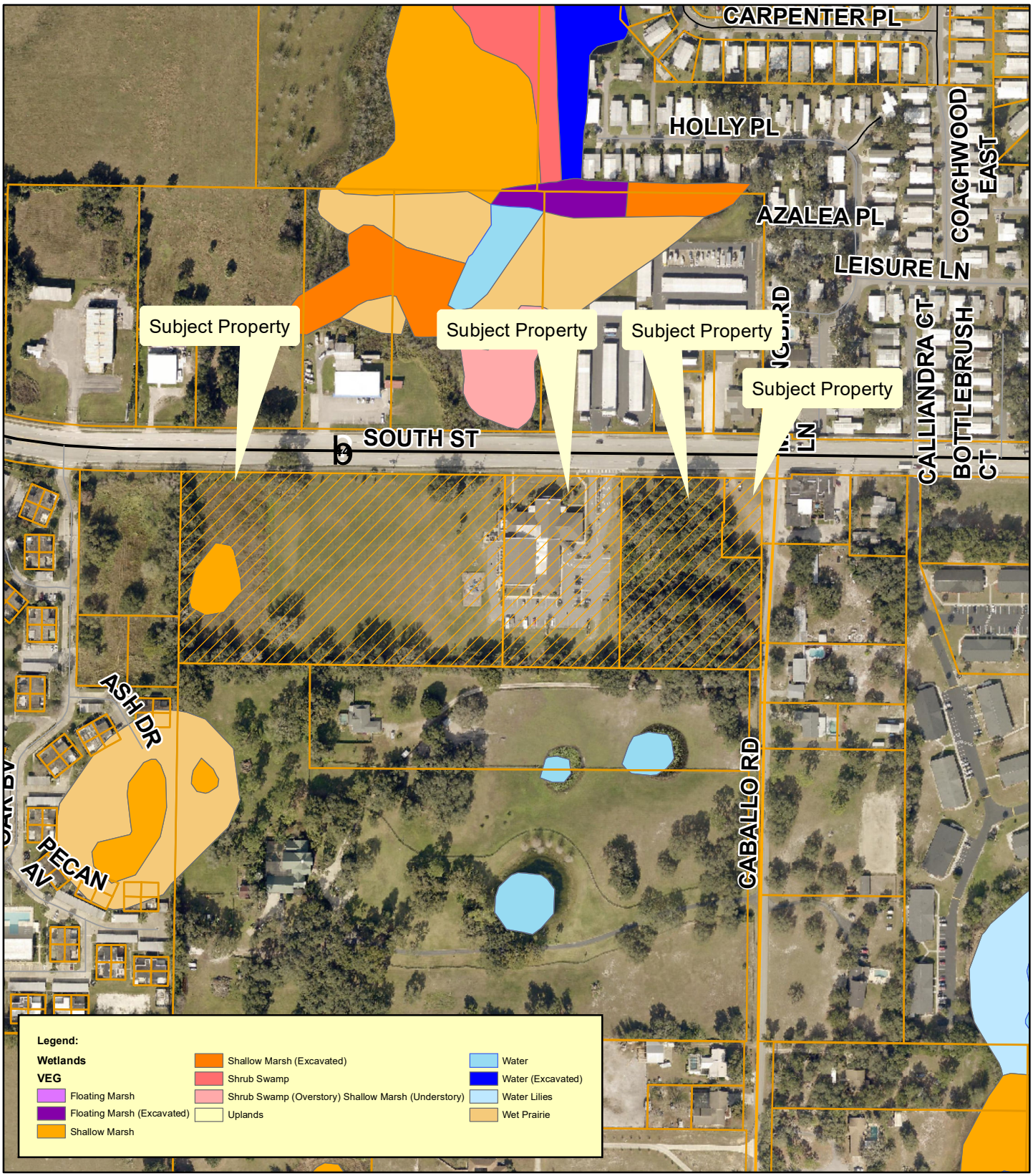
PUD-21-141
Salvation Army PUD Amendment
AK#: 1292492, 1292603, 3874873, 1292221
Section 28, Township 29 South, Range 24 East
May 28, 2021

Wetlands



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Salvation Army PUD Amendment
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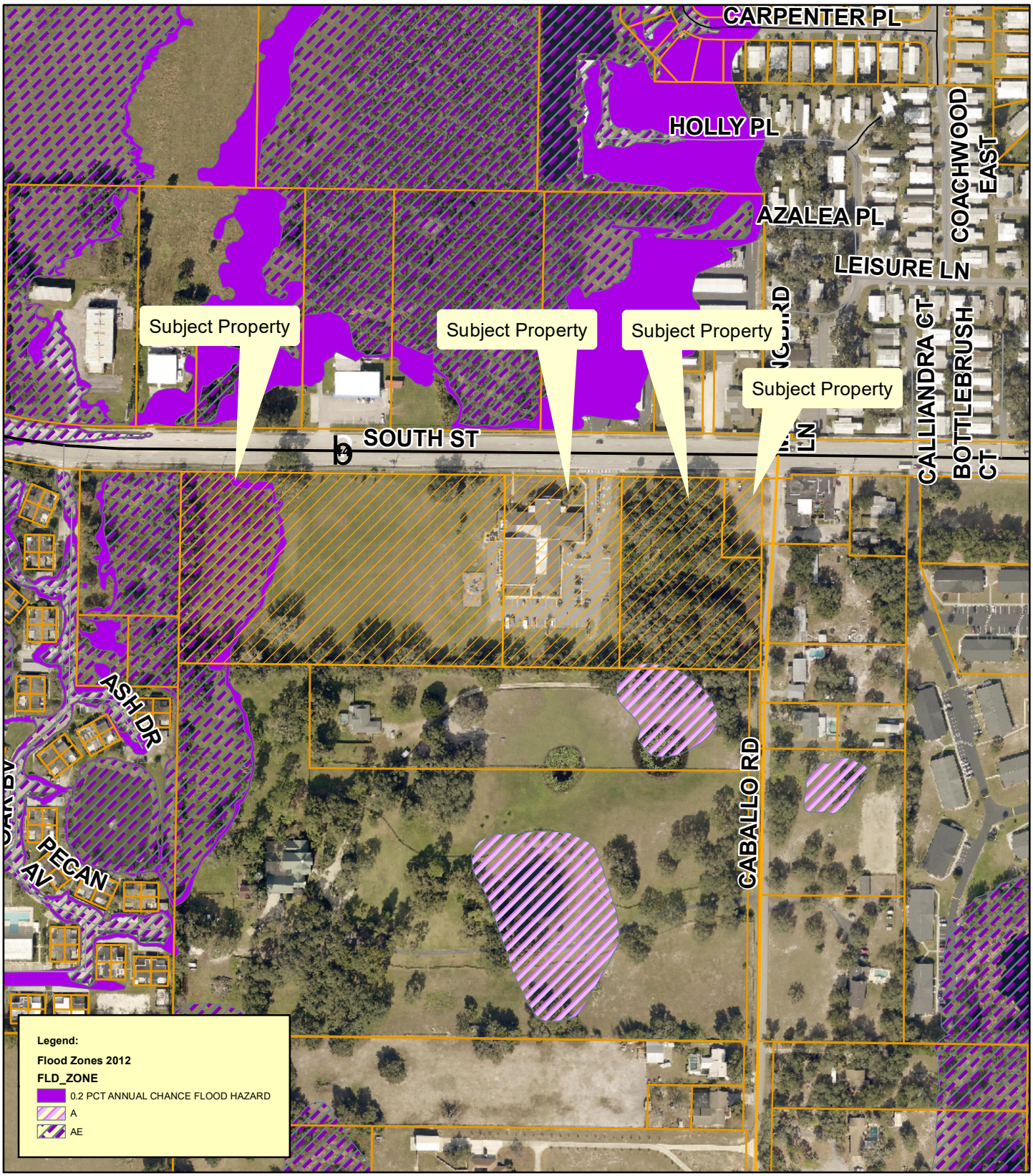
Flood



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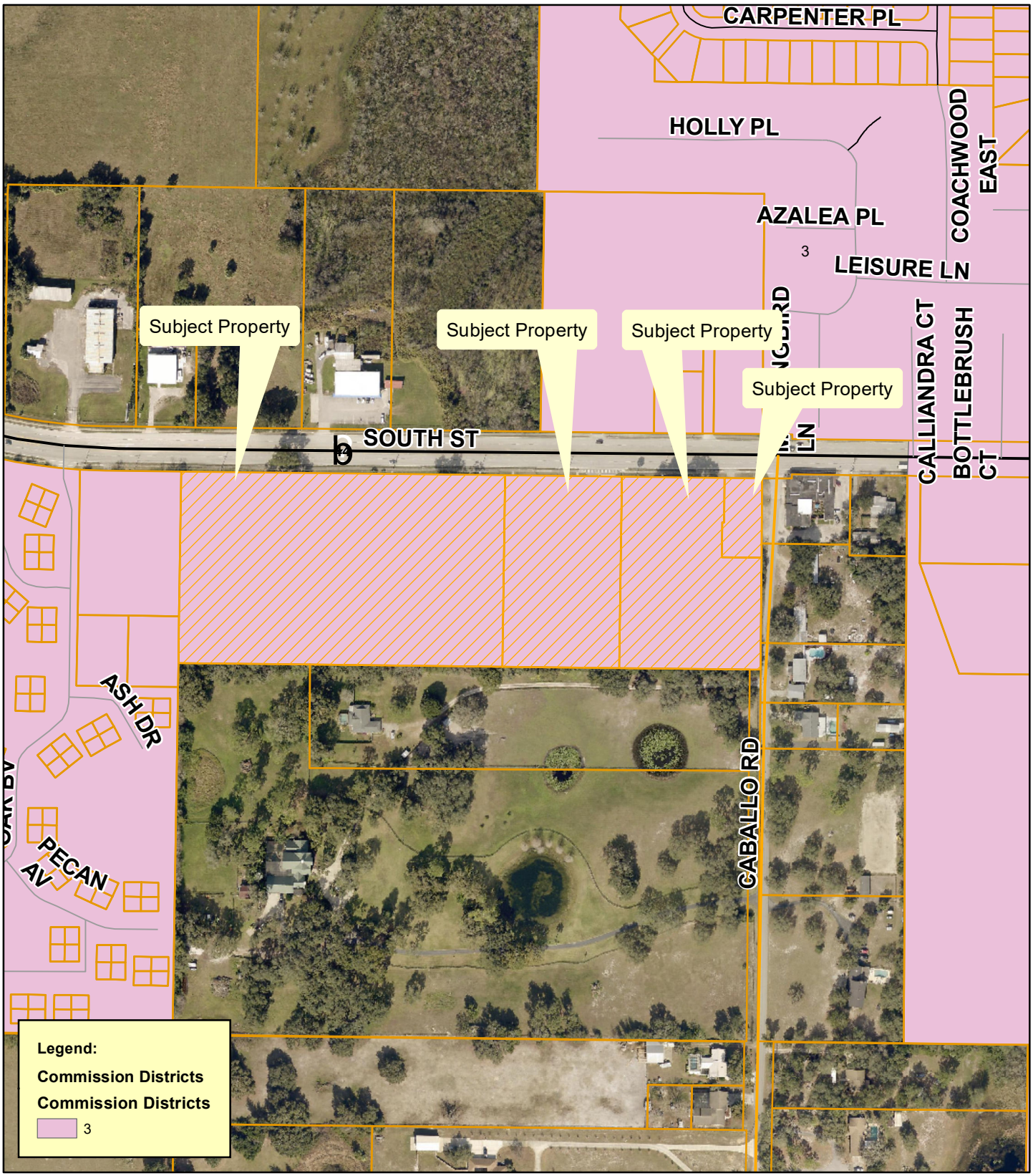
PUD-21-141
Salvation Army PUD Amendment
AK#: 1292492, 1292603, 3874873, 1292221
Section 28, Township 29 South, Range 24 East
May 28, 2021

Commission District



Planning & Zoning Division

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PUD-21-141
Salvation Army PUD Amendment
AK#: 1292492, 1292603, 3874873, 1292221
Section 28, Township 29 South, Range 24 East
May 28, 2021

Posting public notice sign #1, taken from South Street into the property.

Picture taken from subject property looking east along South Street.

Picture taken from subject property looking across South Street.

Picture taken from subject property looking west along South Street.

Posting public notice sign #2, taken from South Street into the property.

Picture taken from subject property looking east along South Street.

Picture taken from subject property looking across South Street.

Picture taken from subject property looking west along South Street.

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Posting public notice sign #3, looking into the subject property.

Picture taken from subject property looking north along Caballo Road.

Picture taken from subject property looking south along Caballo Road.

Picture taken from subject property looking across Caballo Road.

City of Leesburg
Lake Front City

Agenda Memorandum

Item No: 6.A.6.

Meeting Date: August 23, 2021

From: Dan Miller, (Planning and Zoning Manager)

Subject: An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 28.92 +/- acres from C-3 (Highway Commercial) to PUD (Planned Unit Development) to allow for a mixed-use RV resort for a property generally located north of U.S. Highway 441 and east of Pemble Road, as legally described in Section 20, Township 19 South, Range 25 East, Lake County, Florida; and providing an effective date. (Harbor View Park RV Resort).

Staff Recommendation:
Planning and Zoning Staff and Planning Commission recommend approval of the request to rezone the subject property from C-3 (Highway Commercial) to PUD (Planned Unit Development) to allow for a mixed-use RV resort.

Analysis:
The project site is approximately 28.92 +/- acres, and is generally located north of U.S. Highway 441 and east of Pemble Road as shown on the attached maps. At this time, the property is mostly vacant with some abandoned buildings. The proposal will allow for an RV Resort, dry boat storage, and a restaurant. The existing land uses surrounding the property are single-family residential, commercial, mobile home park, and vacant public lands. City of Leesburg utilities are available nearby.

The Planning Commission held a public hearing on the application on June 24, 2021 and recommended approval by a vote of 5-0.

Procurement Analysis:
N/A

Options:
1. Approve the proposed rezoning to PUD (Planned Unit Development); or
2. Such other action as the Commission may deem appropriate.

Fiscal Impact:
Future development of this site will create a positive fiscal impact on the City of Leesburg, in the form of

utility fees plus ad valorem taxes.

Submission Date and Time:

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE ZONING ON APPROXIMATELY 28.92 +/- ACRES FROM C-3 (HIGHWAY COMMERCIAL) TO PUD (PLANNED UNIT DEVELOPMENT) TO ALLOW FOR A MIXED-USE RV RESORT FOR A PROPERTY GENERALLY LOCATED NORTH OF U.S. HIGHWAY 441 AND EAST OF PEMBLE ROAD, AS LEGALLY DESCRIBED IN SECTION 20, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (HARBOR VIEW PARK RV RESORT).

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

Section 1.
Based upon the petition of Charles C. Hiott, BESH HALFF, petitioner of the property hereinafter described, which petition has heretofore been approved by the City Commission of the City of Leesburg Florida, pursuant to the provisions of the Laws of Florida, the said property located in Lake County, Florida, is hereby rezoned from C-3 (Highway Commercial) to PUD (Planned Unit Development), to-wit:

(Legal Description)
(See Exhibit B)

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 the 23rd day of August 2021.

THE CITY OF LEESBURG, FLORIDA

_____
Mayor

ATTEST:

_____
City Clerk

LEESBURG LAKE FRONT RV PARK
PLANNED UNIT DEVELOPMENT CONDITIONS
June 24, 2021

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 **CC & B Properties, 131 West Main, Tavares Florida 32778; James Tilquist, 252 W. Ardice Ave, #324, Eustis, Florida 32726; and Shelly Winston & Amber Winston, 161 E. Trotters Drive, Maitland Florida, 32571; (Charles Hiott, Besh-Halff, 902 North Sinclair, Tavares, Florida, 32778 Petitioner),** "Permittee" 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 approval for a proposed Planned Unit Development (PUD) zoning district to allow future construction of a proposed "upscale" recreational vehicle park, consisting of a maximum of 250 units, plus accessory uses, on approximately 29.01 acres, generally located north of U.S. Highway 441 and west of County Road 44, on a site within the City of Leesburg in accordance with their PUD application and supplemental information.

PURPOSE

The purpose of this document is to provide appropriate zoning standards for a high-quality built environment through the application of flexible and diversified land development requirements, which shall be implemented in conjunction with a master site development plan and the City of Leesburg Code of Ordinances, therefore allowing for more efficient and optimal use of the subject property, and to increase the overall economic opportunity and employment base of Leesburg, Florida.

CONDITIONS

The following conditions shall apply to the development proposed herein. If any instance where the conditions of this document may conflict with the City of Leesburg Code of Ordinances, this document shall prevail as the determining requirement.

1. **PERMISSION** is hereby granted ***CC & B Properties, 131 West Main, Tavares Florida 32778; James Tilquist, 252 W. Ardice Ave, #324, Eustis, Florida 32726; and Shelly Winston & Amber Winston, 161 E. Trotters Drive, Maitland Florida, 32571; (Charles Hiott, Besh-Halff, 902 North Sinclair, Tavares, Florida, 32778 Petitioner),*** to construct, operate, and maintain a Planned Unit Development in and on real property in the City of Leesburg, in accordance with the requirements set forth herein. The property is more particularly described below.

2. LEGAL DESCRIPTION

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

3. LAND USE

The above-described property, containing approximately 29.01 acres, shall be used for Master Park Plan recreational vehicle development, pursuant to City of Leesburg development codes and standards.

A. Permitted Uses

1. Motor homes
2. Travel trailers (pulled by a vehicle)
3. Dry boat storage
4. Restaurant
5. Office
6 Clubhouse
7. Accessory retail within intended for the primary use of residents.
8. Temporary modular sales center office (during construction) not to exceed one (1) year, and a construction office not to exceed one (1) year from the approval of the final plat of the final phase for the subdivision.

B. Prohibited Uses

1. Modular homes
2. Manufactured homes
3. "Park Model" homes
4. Enclosed garages
5. Decks/screen rooms
6. Tent camping
7. Sheds, shade structure tents or other storage type structures
8. All other uses not specifically permitted within these conditions under Permitted Uses above shall be prohibited.

C. Accessory Uses

1. Club house
2. Marina
3. Laundromat/Restrooms/Showers
4. Boat ramps, docks, boardwalks
5. Recreational amenities, such as swimming pools, miniature golf, walkways, trails, basketball, tennis, shuffleboard courts, dog parks, etc.

4. RESIDENCY

A. Residency is intended to of be a non-permanent (transient) nature. No permanent residency shall be permitted or otherwise established for the property.

B. No recreational vehicle parked on this site shall be allowed to remain on site for more than six (6) continuous months at a time, or installed on a permanent or semi-permanent basis such as removal of wheels or installation of tie-downs.

5. DEVELOPMENT STANDARDS

A. The petitioner shall develop a Master Park Plan, showing all RV pads, community amenities recreation areas, parking, drainage, landscaping, boat storage and all other uses within the park, which shall be reviewed under the Site Plan Review process and standards of the City of Leesburg.

B. This Master Park Plan shall contain a maximum of 250 recreational vehicle sites, as shown on **Exhibit C, PUD Plan,** and shall be revised to meet the requirements of this agreement.

C. As part of the Master Park Plan approval process, city staff shall review final site design standards in accordance with the approved PUD (Planned Unit Development) zoning conditions as set forth herein.

C. Roadways within the park shall be paved.

D. Each RV space shall be constructed of concrete.

E. Each RV space shall contain:

1. Direct connection to city electric service
2. Direct connection to city water service
3. Direct connection to city wastewater.
4. A minimum of one automobile parking space
5. A minimum of one garbage receptacle
6. A minimum of one picnic table.

6. DESIGN/ARCHITECTURAL STANDARDS

A. All buildings lying along the exterior boundaries of the property shall be required to meet the standards of Section 25-360, *Commercial architectural design standards,* City of Leesburg, Code of Ordinances.

B. Other similar design variations meeting the intent of this section may be approved by the Planning & Zoning Manager or designee.

C. The architectural styles and facades shall be reviewed by staff prior to submission of the site plan, and shall meet the criteria stated herein.

7. LANDSCAPING, BUFFER & OPEN SPACE REQURIEMENTS

A. A minimum eighty (80) foot separate buffer tract with plantings as shown in Figure A below, shall be provided along the western boundary of the subject property. In addition, minimum thirty (30) foot separate buffer tract shall be installed along the southern property line, north of and parallel to the power easement.

B. A six (6) foot high privacy fence shall be provided along the western and southern boundary lines of the park. This fence shall be constructed of PVC, or other such synthetic material that creates an opaque barrier between the subject property and adjacent lands in those locations. This fence shall be constructed on or within the property lines, leaving the required buffers for landscaping as required herein.

C. The area of the parcels identified as Lake County Alternate key 1182956 and 1703654, lying between U.S. 441 and the power line easement, shall be landscaped as follows:

1. Canopy trees.....six inches caliper, 2 per 100 linear feet.
2. Understory Trees....four-inch caliper, 3 per 100 linear feet
3. Shrubs.....as seen in Figure A
4. groundcover.....as seen in Figure A

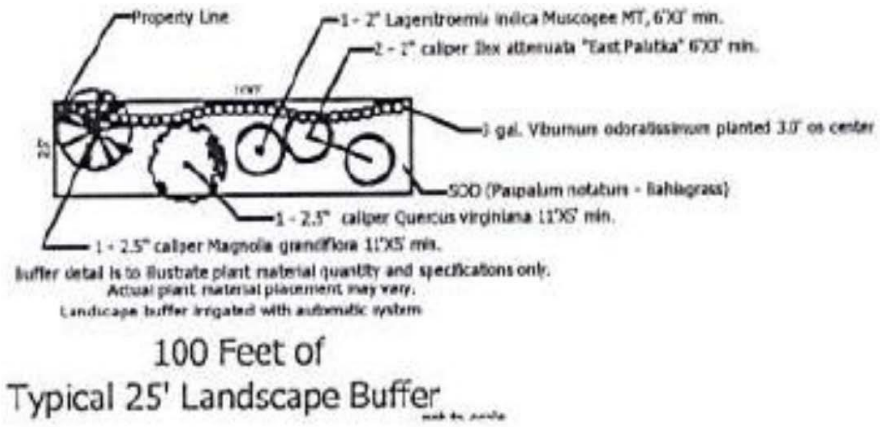
D. Land uses allowed within the upland buffers are limited to hiking trails, walkways, passive recreation activities and stormwater facilities as permitted by St. Johns River Water Management District.

E. Where not otherwise required 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



F. Minimum open space allowance for the site shall be 30% which may consist of wetlands, stormwater ponds, recreational areas and common areas.

G. Variations to the Landscape, Open Space and Buffer requirements of this agreement may be approved by the Community Development Director or designee, as long as the intent of the PUD and the Landscaping Code are maintained, including consideration of existing fencing on adjacent properties and existing natural vegetative buffers.

H. The surveying of trees on the property shall be conducted as follows:

1) All specimen, heritage and historic trees shall be surveyed. Staff will review the tree survey and such trees shall be saved where possible during the site plan review process. This may include amending the site plan to save specimen, heritage and historic trees.
2) Site areas that are to preserve existing trees do not need to be included in the survey unless the trees are to be used in preservation/replacement requirements.
3) Tree sample plots shall be located and trees identified by a registered landscape architect, certified arborist, or certified forester or licensed surveyor

8. SITE ACCESS AND SIGNAGE

A. Access locations depicted on the Master Development Plan are conceptual and subject to Lake County and FDOT approval. Actual location and design of the roadways 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 site plan application review process.
1) Adequate right of way along the access point shall be required to ensure adequate roadway paving and access.
2) Prior to completion of the design plans, the developer shall work with the Lake County Department of Public Works and FDOT to ensure all appropriate required roadway and access improvements for the development are made part of the plans submitted to the City of Leesburg.
3) The Master Development Plan, and the access points proposed thereon, are considered conceptual until the appropriate engineering and site plan reviews, along with any required upgrades are completed for the project.

B. 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.

C. The access point(s) shall provide a decorative entry feature to include a concrete, brick or stucco wall at least five (5) feet in height, on each side of the entryway. This may be used for signage per City of Leesburg Code of Ordinances, as amended.

D. Alternative designs for the ground enclosure support and bases of entry signage may be approved by the Community Development Director or designee, where the architectural style would be in keeping with the intent of these sign regulations.

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 prior to site plan approval 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. The City of Leesburg will not be responsible for the maintenance or repair of any of the roads or transportation improvements. The Permittee shall establish an appropriate legal entity that will be responsible to pay the cost and perform the services to maintain the roads and transportation improvements. Should the Permittee desire to dedicate the proposed project's internal road system to the City of Leesburg; the City, at its discretion, may accept or not accept the road system. Prior to acceptance, the Permittee shall demonstrate to the City that the road system is in suitable condition and meets City of Leesburg requirements. As a condition of accepting the roadway system the City may create a special taxing district or make other lawful provisions to assess the cost of maintenance of the system to the residents of the project, and may require bonds or other financial assurance of maintenance for some period of time.

G. Sidewalks shall be provided on both sides of the entrance road 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.

10. UTILITIES

Prior to receiving final development approval, the Permittee shall submit a stormwater management plan and utility plan acceptable to the City of Leesburg. Water, wastewater and natural gas services will be provided by the City of Leesburg. Prior to any clearing, grubbing, or disturbance of natural vegetation in any phase of the development, the Permittee shall provide:

A. A detailed site plan that indicates all the provisions for electric, water, sewer, and/or natural gas in accordance with the City of Leesburg Land Development Codes.

B. Developer shall bear all responsibility, financial and otherwise, for the construction and installation of all utility infrastructure and other improvements related to the use and development of the property, including such off-site improvements required by the City and all other appropriate government agencies. All such requirements shall be constructed to the applicable specifications imposed by the ordinances and regulations of the City in effect at the time of construction.

C. 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.

11. STORMWATER/DRAINAGE MANAGEMENT

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

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

B. A stormwater management system designed and implemented to meet all applicable St. Johns River Water Management District and City of Leesburg requirements.

C. A responsible legal entity for the maintenance of the stormwater management system on the plat prior to the approval of the final plat of record. A homeowner's or property owner'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.

12. 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 twenty-five (25) feet from any wetland jurisdiction boundary, or as determined by the appropriate jurisdictional agency.

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. If there are currently FEMA flood zones located on the parcel, 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.

13. IRRIGATION & WATER USEAGE

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.

14. RECREATIONAL REQUIREMENTS

A. Recreational development provided on the site may include active and passive uses, as well as enclosed or unenclosed recreational space, devoted to the joint use of the residents. Such recreational space shall consist of not less than 200 square feet of space per dwelling unit or 1.5 total acres, whichever is greater.

B. Recreational requirements shall include at least one primary active recreation area, to include a swimming pool and cabana with onsite parking. Other recreation areas may include such uses as a children's playground with equipment, dog park area or gazebo. The primary recreational facility shall be constructed in conjunction with and completed no later than the completion of the first 150 residential lots.

C. Credit for recreational space shall be given for areas dedicated to recreational space, to include items such as a clubhouse with recreation room, swimming pool, outdoor cooking facilities such as grills, youth playgrounds, play courts, dog parks or other similar uses which will meet the intent of this document. Other similar uses which will meet the intent of this document may be supplied by the developer.

D. Active recreational activity space shall be calculated at a rate of 1.25 times for activities such as, but not limited to:

1) Trails, playgrounds, basketball, tennis, handball courts, etc.
2) Community swimming pool, including the deck area surrounding such pools.
3) Indoor recreation rooms provided such rooms are permanently maintained for the use of residents for recreational purposes.
4) Other active recreational activities may be used for credit, subject to approval by the City of Leesburg.

15. MAINTENANCE

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

16. 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. The terms of this PUD (Planned Unit Development) zoning agreement shall be substantially implemented within one hundred twenty (120) months. If the terms of this agreement have not been substantially implemented within this time period, this PUD shall expire of its own accord, without further action by the City, and the City shall initiate the public hearing process to rezone the property to its prior classification, or if that classification is no longer available, the closest available zoning classification. In the interim, after this PUD expires but prior to completion of the rezoning to prior classification, no applications for the use of, or construction of improvements on, the property shall be accepted.

C. Satisfaction of substantial implementation shall be attained at such point as the developer has performed the following:

1) Completed and received approval from the City of Leesburg for the site plan review process for completion of one (1) phase of the approved site

development plan, to include permits from regional and State of Florida agencies as required by law.

2) Substantially commenced construction on the site (which shall require vertical construction, not just site work).

17. MISCELLANEOUS CONDITIONS

A. The uses of the proposed project shall only be those uses identified in the approved Planned Unit Development Conditions. Any other proposed use must be specifically authorized in accordance with the Planned Development amendment process.

B. No person, firm or corporation shall erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building structure, or alter the land in any manner without first submitting the necessary plans and obtaining appropriate approvals in accordance with the City of Leesburg Codes.

C. Construction and operation of the proposed use(s) shall at all times comply with the Planned Unit Development conditions set forth herein, and with all City and other governmental agencies rules and regulations.

D. The transfer of ownership or lease of any or all of the property described in 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.

E. These PUD Conditions shall inure to the benefit of, and shall constitute a covenant running with the land and the terms, conditions, and provisions hereof, and shall be binding upon the present owner and any successor, and shall be subject to each and every condition as set forth herein.

F. The requirements and conditions of this PUD may be enforced either through the standard Code Enforcement process outlined in the Code of Ordinances, by initiation of proceedings to amend or revoke this PUD for violation of its conditions, by appropriate judicial proceedings, or in any other manner permitted by law.

18. LEVELS OF SERVICE

A. Levels of Service

1) As submitted, the development resulting from the proposed zoning change may result in demands on public facilities which could exceed the current capacity of some public facilities, such as, but not limited to water, wastewater, roads, drainage, and solid waste. However, no final development order (site plan and building permits) shall be granted for proposed development until there is a finding that all public facilities and services required for the development have sufficient capacity at or above the adopted level of service (LOS) to accommodate the impacts of the development, or that improvements necessary to bring facilities up to their adopted LOS will be in place concurrent with the impacts of the development.

B. Utilities

1) Projected Capacities

a. The City's utility planning efforts draw upon phasing, capacity and service requirements, based upon information provided by the applicant. The City develops its plans consistent with sound engineering principles, prudent fiscal practices and due regard for regulatory compliance.

b. If the development requires construction of new distribution or collection lines, the developer 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.

2) Commitment of Capacity

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

3) Ability to Provide Services

a. At this time, the City intends to provide water, wastewater and reclaimed water services within its service area for the foreseeable future.

b. Future development within the City of Leesburg utility service areas may impact the provision of utility services.

LEGAL DESCRIPTION: (OWNER: C C & B PROPERTIES)

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY FILE NO.: 20-9618, COMMITMENT NO.: 985599, COMMITMENT DATE: DECEMBER 8, 2020.

PARCEL 1: (ALTERNATE KEY 1182964)
THE EAST 200 FEET OF WEST 1/2 OF GOVERNMENT LOT 4 NORTH OF A.C.L. RAILROAD IN SECTION 20, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA.

and

PARCEL 2: (ALTERNATE KEY 1182956)
BEGINNING 322.32 FEET SOUTH OF THE NORTHWEST CORNER OF GOVERNMENT LOT 5, SECTION 20, TOWNSHIP 19 SOUTH, RANGE 25 EAST IN LAKE COUNTY, FLORIDA, RUN SOUTH TO HIGHWAY 441, THENCE SOUTHWESTERLY ALONG SAID HIGHWAY TO A POINT 640 FEET WEST OF THE EAST LINE OF GOVERNMENT LOT 4, WEST TO THE LAKE, NORTHEASTERLY ALONG SAID LAKE TO A POINT 200 FEET WEST OF THE NORTHWEST CORNER OF GOVERNMENT LOT 5, THENCE SOUTHEASTERLY TO THE POINT OF BEGINNING. ALSO, THE WEST 20 FEET OF THE EAST 1/2 OF GOVERNMENT LOT 4 NORTH OF THE RIGHT-OF-WAY FOR A.C.L. RAILROAD. LESS AND EXCEPT THE FORMER RIGHT-OF-WAY OF THE A.C.L. RAILROAD.

UNDERLINED IS A SCRIVENERS ERROR - SHOULD READ "NORTH"

LEGAL DESCRIPTION: (OWNER: JAMES TILQUIST - ORB 5509, PG 1885)

ALTERNATE KEY 1703654
PARCEL 1:
THAT PART OF GOVERNMENT LOT 3, SECTION 20, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, DESCRIBED AS: BEGIN AT THE NORTHWEST CORNER OF GOVERNMENT LOT 5 OF SAID SECTION, RUN THENCE NORTH 20 DEGREES WEST TO THE OPEN WATERS OF LAKE GRIFFIN. BEGIN AGAIN AT THE POINT OF BEGINNING, RUN WEST 200 FEET ALONG THE NORTH LINE OF GOVERNMENT LOT 4 OF SAID SECTION; RUN THENCE NORTH 31 DEGREES 50 MINUTES WEST TO THE OPEN WATERS OF LAKE GRIFFIN; THENCE RUN NORTHEASTERLY ALONG THE WATERS OF SAID LAKE GRIFFIN TO INTERSECT THE FIRST LINE.

PARCEL 2:
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LEGAL DESCRIPTION: (ALTERNATE KEY 1801737) (OWNER: WINSTON AND AMBER SHELLEY - ORB 2234, PG 20)

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TOGETHER WITH A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS OVER, UPON AND ACROSS THE FOLLOWING DESCRIBED PROPERTY:

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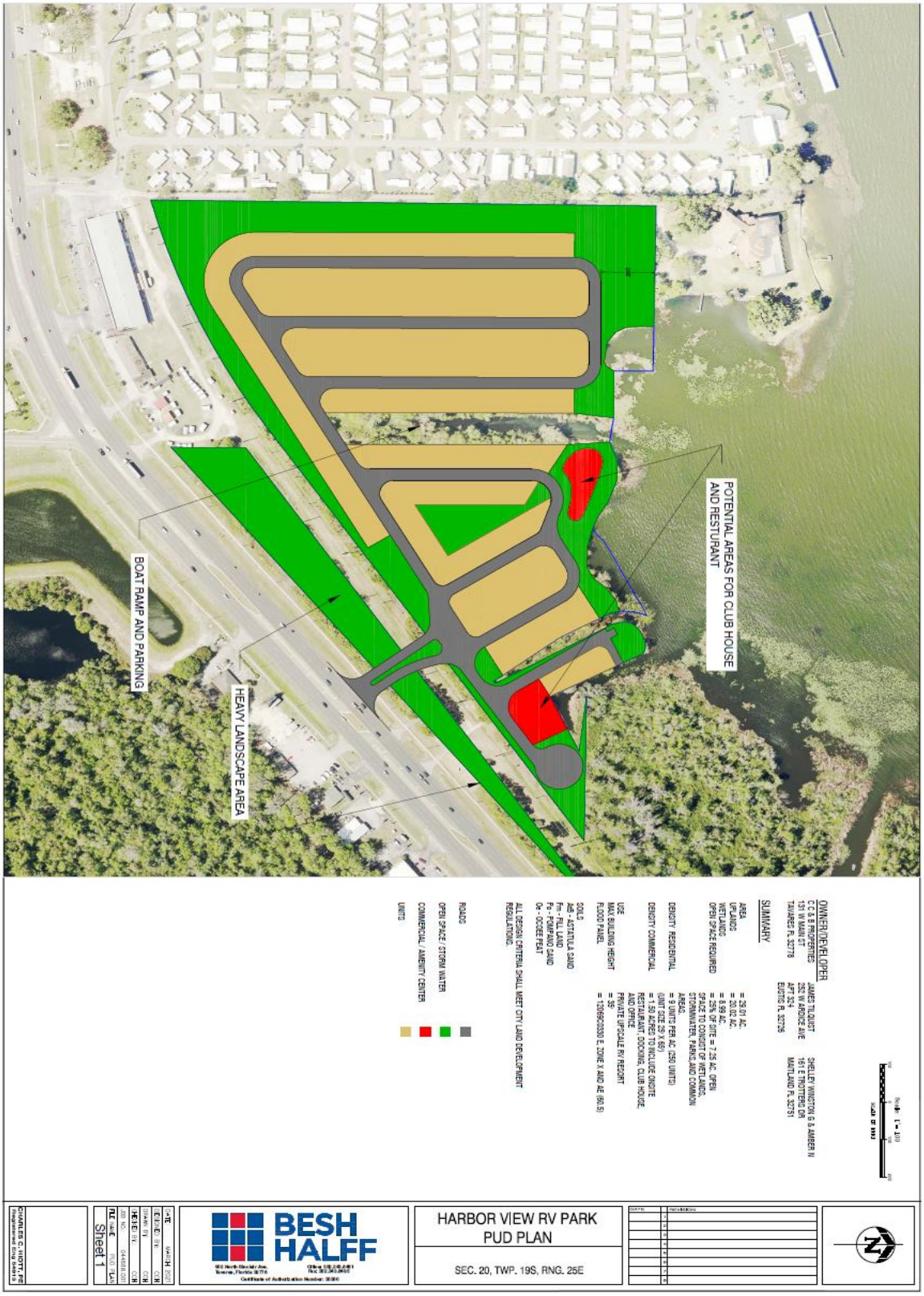
POTENTIAL AREAS FOR CLUB HOUSE AND RESTURANT
BOAT RAMP AND PARKING
HEAVY LANDSCAPE AREA
OWNER/DEVELOPER
C C & B PROPERTIES
131 W MAIN ST
TAVARES FL 32778
JAMES TILQUIST
SSE W ARDICE AVE
APT 704
EUSTIS FL 32726
SHELLEY WINSTON G & AMBER N
161 E PROTTERS DR
MAITLAND FL 32751
SUMMARY
AREA = 29.01 AC.
UPLANDS = 20.02 AC.
WETLANDS = 8.99 AC.
OPEN SPACE REQUIRED = 5.5 AC. ONSITE = 7.25 AC. OPEN SPACE TO CONSIST OF WETLANDS, STORMWATER, PARKS AND COMMON AREAS
DENSITY RESIDENTIAL = 9 UNITS PER AC (250 UNITS) (UNIT SIZE 25 X 65)
DENSITY COMMERCIAL = 1.50 ACRES TO INCLUDE ONSITE RESTAURANT, DOCKING, CLUB HOUSE AND OFFICE
USE PRIVATE UPSCALE RV RESORT
MAX BUILDING HEIGHT = 35'
FLOOD PANEL = 12069C0335 E, ZONE X AND AE (60.5)
SOILS
Ad5 - ASTATULA SAND
Fm - FILL LAND
Pe - POMPANO SAND
Qa - OCCEE PEAT
ALL DESIGN CRITERIA SHALL MEET CITY LAND DEVELOPMENT REGULATIONS.
ROADS
OPEN SPACE / STORM WATER
COMMERCIAL / AMENITY CENTER
UNITS
BESH HALFF
HARBOR VIEW RV PARK
PUD PLAN
SEC. 20, TWP. 19S, RNG. 25E
Sheet 1
CHARLES C. HIOTT, PE

LEGAL DESCRIPTION: (OWNER: C C & B PROPERTIES)

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY FILE NO.; 20-9618, COMMITMENT NO.; 985599, COMMITMENT DATE; DECEMBER 8, 2020.

PARCEL 1: (ALTERNATE KEY 1182964)
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CITY OF LEESBURG PLANNING & ZONING DIVISION RECOMMENDATIONS

DATE: July 22, 2021
OWNER: CC & B Properties, et. al.
PETITIONER: Charles Hiott, Besh-Halff
PROJECT: Leesburg Lake Front RV Park
REQUEST: Rezoning
CASE NO.: RZ-21-159

THE PLANNING & ZONING DIVISION RECOMMENDS:

APPROVAL of this request

for the following reason(s):

1. The proposed request is compatible with the current surrounding zoning districts of C-3 (Highway Commercial and Lake County RMRP (Residential Mobile Home Park).

2. The proposed request will allow additional uses for the property that are consistent with the current surrounding future land uses of General Commercial and Lake County Urban Medium Density.

3. The proposed request, as conditioned in the attached PUD (Planned Unit Development) agreement does not appear to create a detriment to surrounding properties.

4. The proposed request is consistent with the City's Growth Management Plan, Future Land Use Element, Goal 1, Objective 1.6.

Action Requested:

1. Vote to approve staff's recommendation to rezone the subject property from C-3 (Highway Commercial to PUD (Planned Unit Development) and forward to the City Commission for their consideration.

CITY OF LEESBURG PLANNING & ZONING DIVISION
STAFF SUMMARY

DATE: June 24, 2021
OWNERS: Taiter Carson, David E. Cauthen for CC& B Properties, Amber Shelley, James Tilquist
PETITIONER: Charles C. Hiott, BESH HALFF
PROJECT: Mixed Use PUD (RV Resort, Restaurant, Dry Boat Storage
REQUEST: PUD (Planned Unit Development) Rezoning
CASE NO.: RZ-21-159

GENERAL LOCATION: The property is generally located north of U.S. Highway 441 and east of Pemble Road.

FUTURE LAND USE DESIGNATION:
General Commercial

SURROUNDING FUTURE LAND USE DESIGNATION:
North – Lake County Urban Low Density
South – General Commercial; Lake County Urban Low Density
East – Lake County Urban Low Density
West – General Commercial

PROPOSED FUTURE LAND USE DESIGNATION: n/a

EXISTING ZONING DESIGNATION:
- AK#s: 1801737 and 1703654 – C-3 (Highway Commercial)
- AK#s: 1182964 and 1182956 – none assigned

SURROUNDING ZONING DESIGNATIONS:
North – Lake County RP (Residential Professional); Lake Griffin
South – C-3 (Highway Commercial)
East – P (Public)
West – Lake County RMRP (Mobile Home Rental Park District); Lake County RP (Residential Professional)

PROPOSED ZONING DESIGNATION: PUD (Planned Unit Development)

EXISTING LAND USE:
General vacant, a few dilapidated structures.

SURROUNDING LAND USE:
North – Single Family Residential; Lake Griffin
South – Commercial; Government/Municipal (DRA)
East – Public Lands (vacant)
West – Residential (mobile home park)

PROPOSED LAND USE:
RV Resort, Restaurant, Dry Boat Storage

CITY OF LEESBURG PLANNING & ZONING DIVISION
DEPARTMENTAL REVIEW SUMMARY

DATE: June 4, 2021
OWNER: Taiter Carson, David E. Cauthen for CC & B Properties, Amber Shelley, James Tilquist
PETITIONER: Charles C. Hiott, BESH HALFF
PROJECT: Mixed use PUD (RV Resort, Restaurant, Dry Boat Storage
REQUEST: PUD (Planned Unit Development) Rezoning
CASE NO.: RZ-21-159

THE FOLLOWING COMMENTS RECEIVED FROM EACH DEPARTMENT:

POLICE

No comments received as of 6/18/21

FIRE

No comments from Fire Department. Amanda Stevenson 6/7/21

ELECTRIC

Electric has no objections. Power is available. Easements will be required to install power. Steve Davis 6/7/21

GAS

No comments received as of 6/18/21

GIS

No comments received as of 6/18/21

BUILDING

No comments received as of 6/18/21

PUBLIC WORKS

Public Works has no issues with this request. However, I would like to make sure the developer and owner are aware that per our FDEP permit, RVs are not authorized to connect to City Sewer. Also, the City will not take ownership of the roads upon completion of the development. Ownership and maintenance responsibilities will be retained by the development. This does not waive the requirement for the roads to be constructed in accordance with City Standards and Specifications. Clifford Kelsey 6/8/21

ADDRESSING

No comments received as of 6/18/21

ECONOMIC DEVELOPMENT

No comments received as of 6/18/21

LAKE COUNTY PUBLIC WORKS

No comments received as of 6/18/21

LAKE COUNTY SCHOOLS

The proposed MU PUD includes dry boat storage, restaurant and an RV Resort. The RV Park/campground use is considered a commercial use in the City's Land Development Code. Therefore, the project is not subject to school concurrency review. Thanks, Helen LaValley 6/7/21

PUBLIC RESPONSES

Approval

no approvals

Disapproval

6 disapprovals 4 with comments

No comment

Notice of Appearance filed: 1

PUBLIC COMMENTS (APPROVAL WITH REQUESTS)

PUBLIC COMMENTS (DISAPPROVAL)

Barbara L. Martin – This will affect our whole park not just the ones within 200 ft. Part of our park is only a road (small at that) away from this. You will interrupt our peace & quiet that we old people like so much. My husband has dementia. You could have at least put a stamp on the return envelope. Don't want us to say anything??

Frederick D. Spangler – I am concerned with the following.

A. Transient campers? # of camp sites & how many are permanent!
B. Noise Level.
C. Safety of the neighborhood.
D. Value of our property.

Jerry & Linda Behncke – Too much noise, traffic will increase on Lake and 441. Increased artificial lighting next door. Wild animals' habitat will be destroyed; especially gators, natural cove for fishing will be destroyed with increased boat traffic and docks. Environmentally not a good idea. Restaurants not needed on this lake; keep it natural. Brittany Estates is a quiet senior community!

Mark T. Alley – I'm sure the Police and other emergency services would not appreciate another Palm Gardens on 441.

Aerial

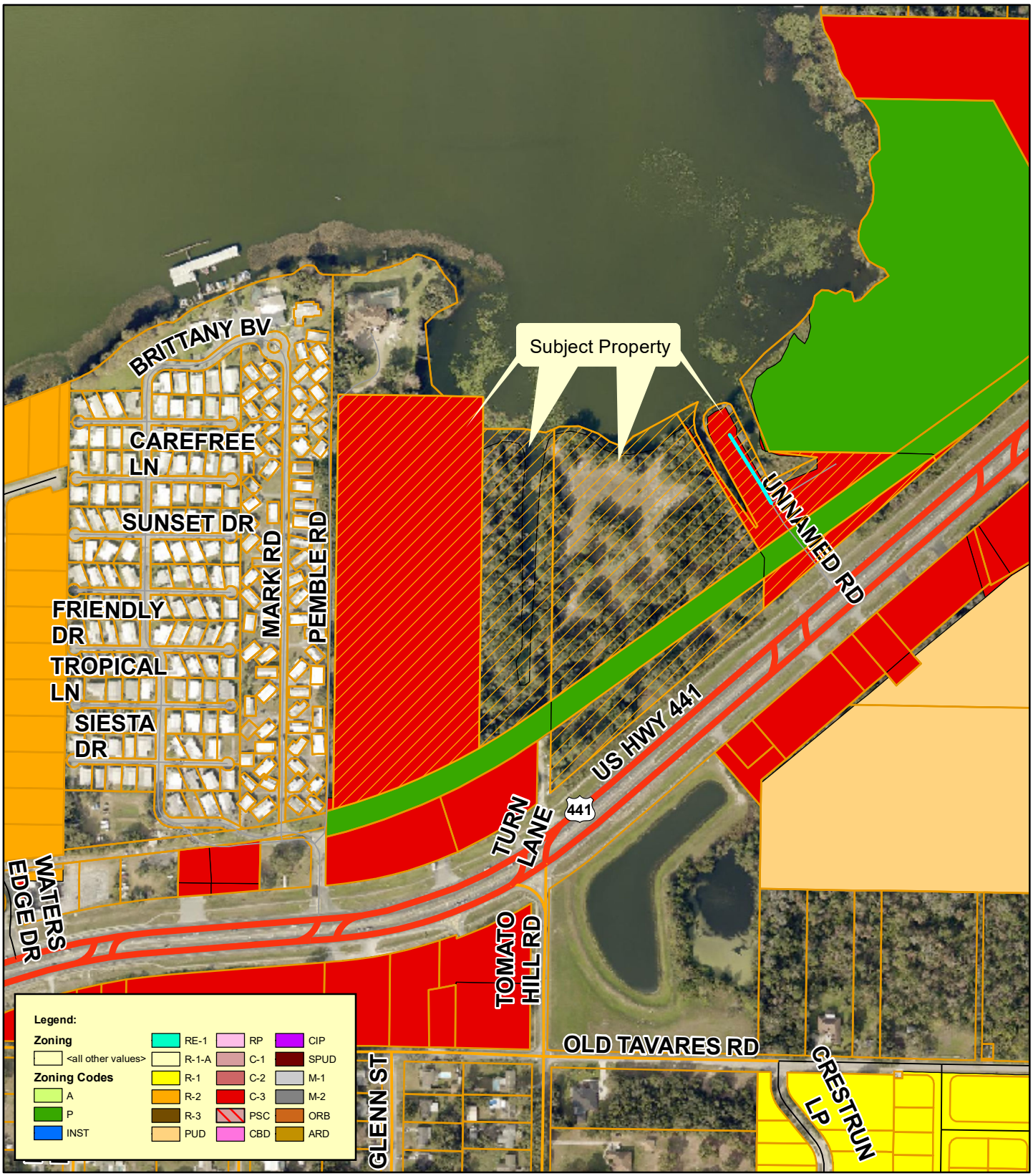
Planning & Zoning Division

N
W E
S

0 90 180 270 360
Feet

RZ-21-159 Harbor View Park RV Resort
220 Pemble Road
Section 20, Township 19 South, Range 25 East
May 28, 2021

Zoning



Planning & Zoning Division

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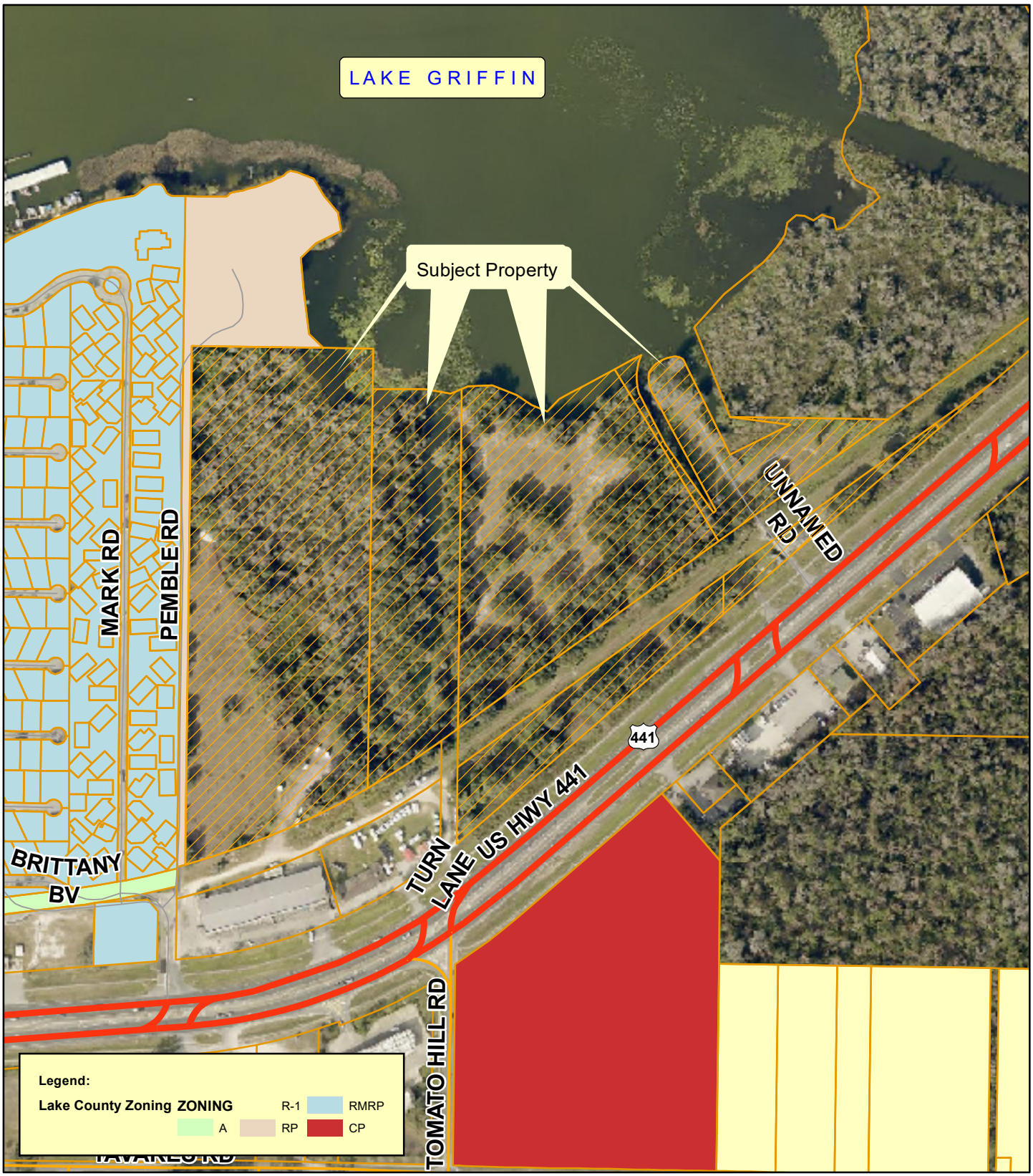
0 90 180 270 360
Feet

RZ-21-159 Harbor View Park RV Resort
220 Pemble Road
Section 20, Township 19 South, Range 25 East
May 28, 2021

Lake County Zoning



Planning & Zoning Division

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0 70 140 210 280
Feet

RZ-21-159 Harbor View Park RV Resort
220 Pemble Road
Section 20, Township 19 South, Range 25 East
May 28, 2021

PROPOSED Zoning

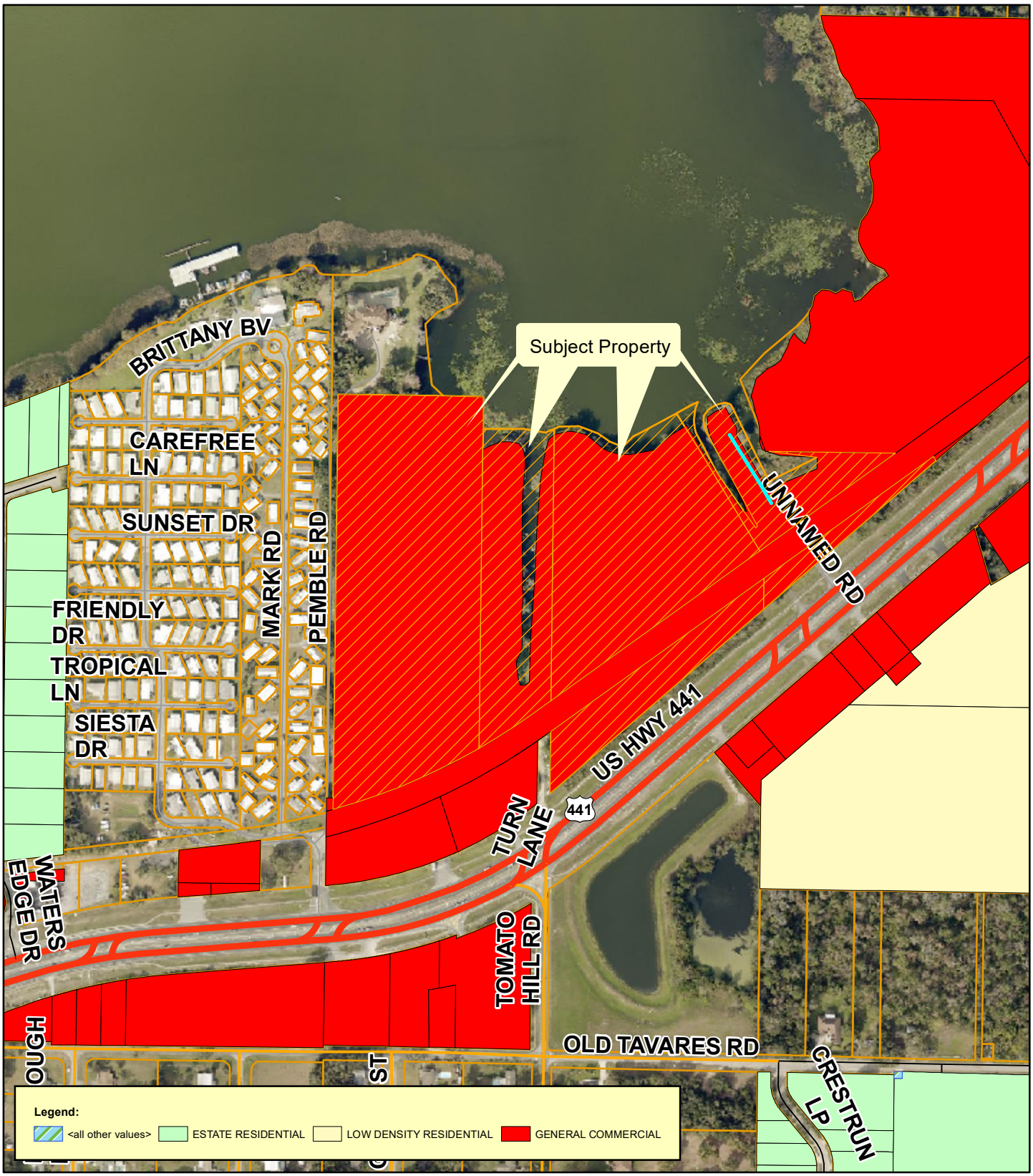
Planning & Zoning Division

N
W E
S

0 110 220 330 440
Feet

RZ-21-159 Harbor View Park RV Resort
220 Pemble Road
Section 20, Township 19 South, Range 25 East
May 28, 2021

Future Land Use



Planning & Zoning Division

N
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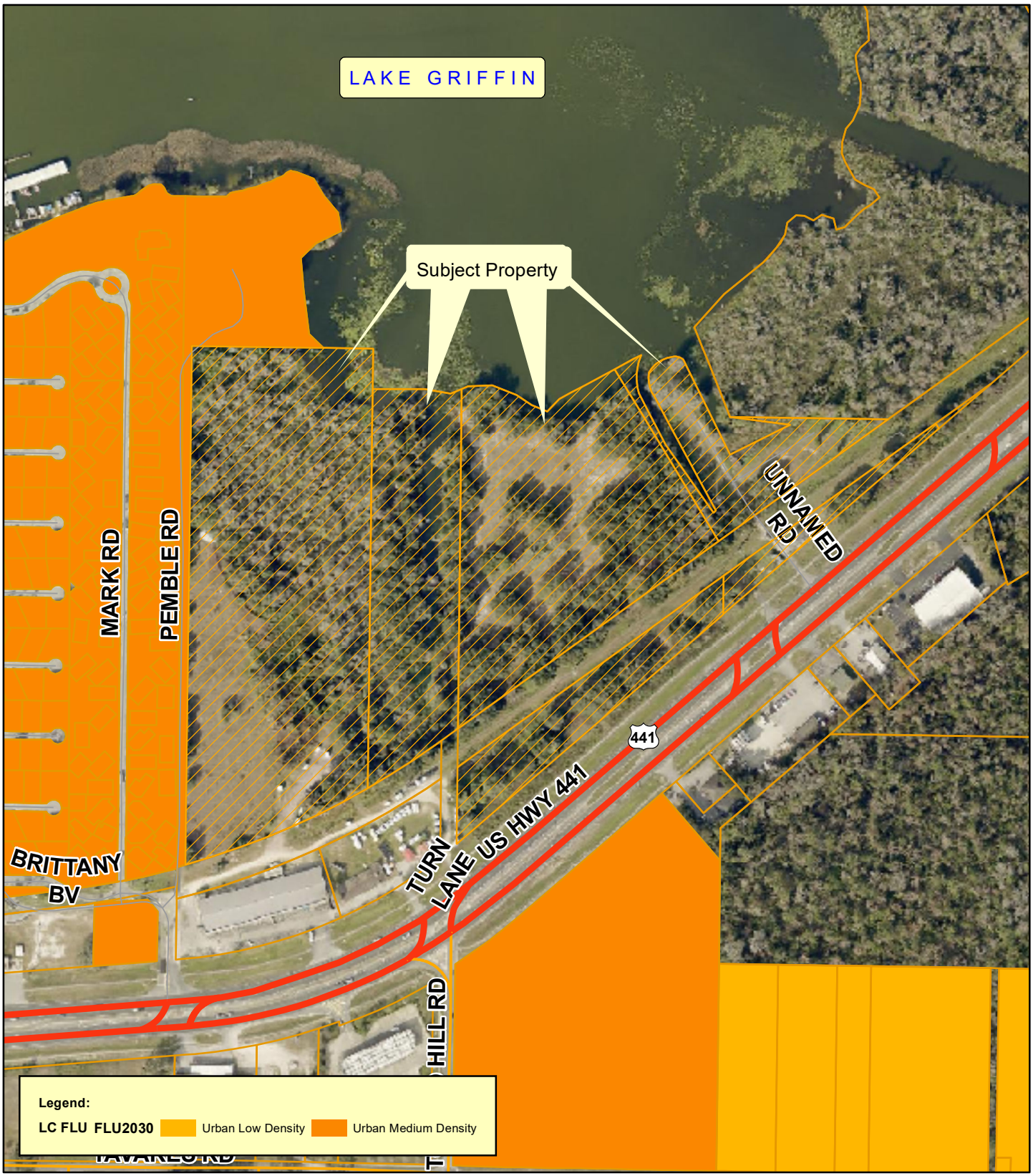
0 90 180 270 360
Feet

RZ-21-159 Harbor View Park RV Resort
220 Pemble Road
Section 20, Township 19 South, Range 25 East
May 28, 2021

Lake County Future Land Use



Planning & Zoning Division

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0 70 140 210 280
Feet

RZ-21-159 Harbor View Park RV Resort
220 Pemble Road
Section 20, Township 19 South, Range 25 East
May 28, 2021

Surrounding Land Uses

Planning & Zoning Division

N
W E
S

0 70 140 210 280
Feet

RZ-21-159 Harbor View Park RV Resort
220 Pemble Road
Section 20, Township 19 South, Range 25 East
May 28, 2021

Flood Zones

Planning & Zoning Division

N
W E
S

0 90 180 270 360
Feet

RZ-21-159 Harbor View Park RV Resort
220 Pemble Road
Section 20, Township 19 South, Range 25 East
May 28, 2021

Wetlands

Planning & Zoning Division

N
W E
S

0 90 180 270 360
Feet

RZ-21-159 Harbor View Park RV Resort
220 Pemble Road
Section 20, Township 19 South, Range 25 East
May 28, 2021

COMMUNITY REDEVELOPMENT AREA

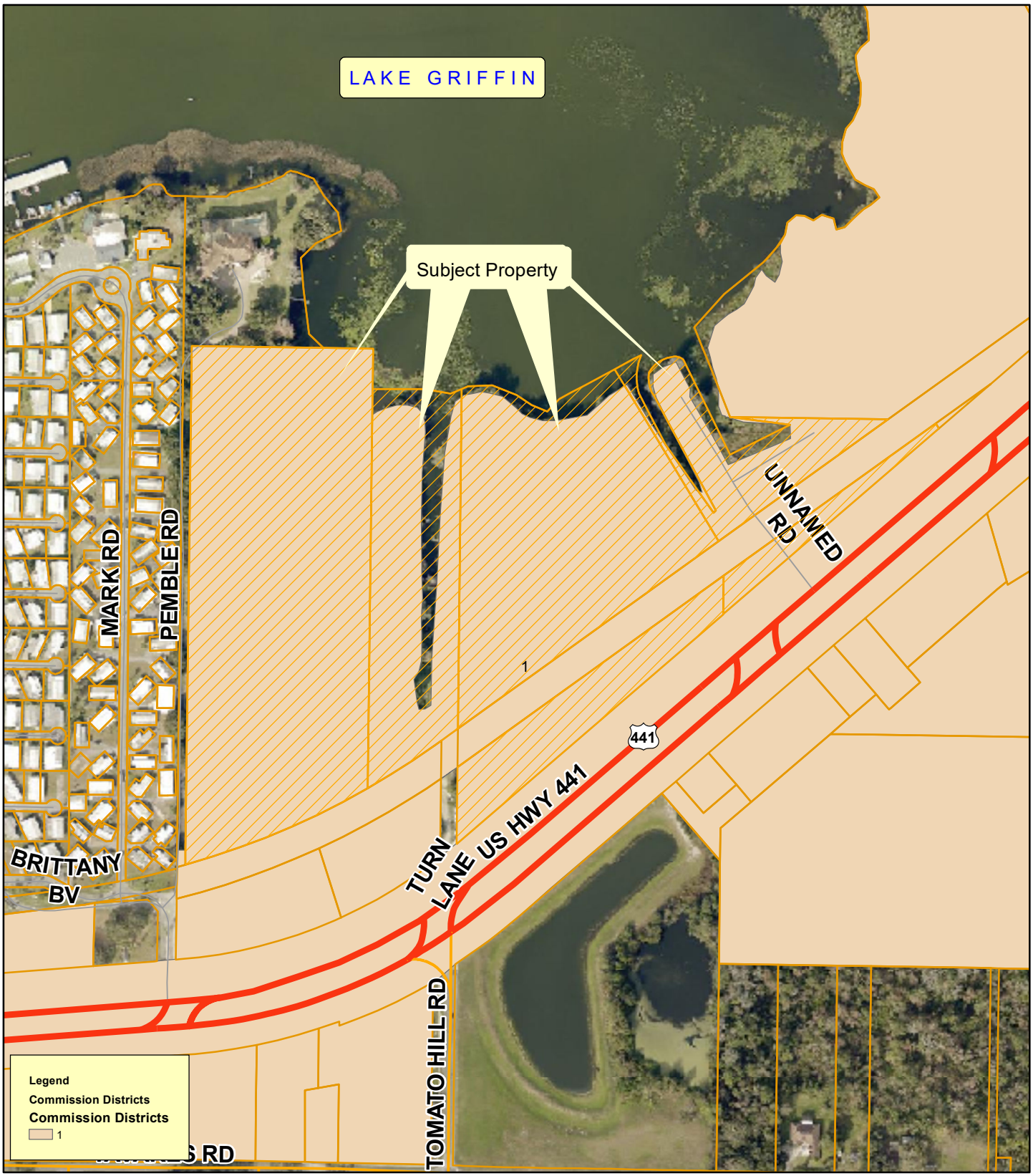
Planning & Zoning Division

N
W E
S

0 110 220 330 440
Feet

RZ-21-159 Harbor View Park RV Resort
220 Pemble Road
Section 20, Township 19 South, Range 25 East
May 28, 2021

Commission District



Planning & Zoning Division

N
W E
S

0 70 140 210 280
Feet

RZ-21-159 Harbor View Park RV Resort
220 Pemble Road
Section 20, Township 19 South, Range 25 East
May 28, 2021

Posting public notice sign #1, taken from US Highway 441 into the property.

Picture taken from subject property looking south along US Highway 441.

Picture taken from subject property looking north across US Highway 441.

Picture taken from subject property looking north along US Highway 441.

Posting public notice sign #2, taken from US Highway 441 into the property.

Picture taken from subject property looking north along US Highway 441.

Picture taken from subject property looking north across US Highway 441.

Picture taken from subject property looking south along US Highway 441.

Close-up of public notice sign #3, looking into the subject property.

Picture taken from subject property looking east.

Picture taken from subject property looking south.

Picture taken from subject property looking west across Pemble Road.

City of Leesburg
Lake Front City

Agenda Memorandum

Item No: 6.B.1.

Meeting Date: August 23, 2021

From: Dan Miller, (Planning and Zoning Manager)

Subject: An Ordinance of the City of Leesburg, Florida, renaming Dunlin Street, being an existing street shown on the Plat of Lake Denham, Phase III, as recorded in Plat Book 73, Page 63, Public Records of Lake County, Florida, and lying in Section 03, Township 20 South, Range 24 East; and providing an effective date.

Staff Recommendation:
The Planning and Zoning Staff recommend approval of the request to rename Dunlin Street to Armenia Street.

Analysis:
The request to rename the street from Dunlin to Armenia was received from legal counsel of GeoSam Capital U.S., the developer of Lake Denham, after it was discovered that a scrivenors' type error had been made on the approved plat of Lake Denham, Phase III. The construction of this neighborhood is underway, but no homes have been completed in the affected area. Chapter 25.615, City of Leesburg Code of Ordinances, allows a change of this nature to be requested via ordinance. The Planning and Zoning Manager, City Manager and City Attorney have reviewed this request. No negative impacts are anticipated.

Procurement Analysis:
N/A

Options:
1. Approve the request to rename Dunlin Street to Armenia Street; or
2. Other action the Commission may deem appropriate.

Fiscal Impact:
No fiscal impact is anticipated as a result of this action.

Submission Date and Time: 8/18/2021 1:19:50 PM

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, RENAMING DUNLIN STREET, BEING AN EXISTING STREET SHOWN ON THE PLAT OF LAKE DENHAM, PHASE III, AS RECORDED IN PLAT BOOK 73, PAGE 63, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, AND LYING IN SECTION 03, TOWNSHIP 20 SOUTH, RANGE 24 EAST; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission has received a request from Amber Lynn Coleman, Esq., legal counsel of GeoSam Capital U.S., the developer of Lake Denham, Phase III, to rename a street known as "Dunlin" to "Armenia" ; and

WHEREAS, the applicant has documented an intent to name the street "Armenia";

WHEREAS, City Staff has confirmed that this request to rename the street will not create a duplication with any other existing City street.

NOW, THEREFORE,

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

Section 1.
The existing street known as "Dunlin" as shown on the Plat of Lake Denham, as recorded in Plat Book 73, Page 63, Public Records of Lake County, Florida, shall henceforth be named "Armenia" and so shown on all official maps and plats of the City of Leesburg pertaining to its location.

Section 2.
All ordinances and 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 the _____ day of _____ 2021.

THE CITY OF LEESBURG, FLORIDA

_____
Mayor

ATTEST:

_____

City Clerk

INSTRUMENT#: 2020108567 PLAT BK 73 PG 63 PAGES: 7 9/30/2020 11:01:50 AM
GARY J. COONEY, CLERK OF THE CIRCUIT COURT & COMPTROLLER, LAKE COUNTY, FLORIDA
RECORDING FEES: $120.00

INSTRUMENT #2020108567
PLAT BK 73 PG 63 (7 PGS)
DATE: 9/30/2020 11:01:50 AM
GARY J. COONEY, CLERK OF THE CIRCUIT COURT
AND COMPTROLLER, LAKE COUNTY, FLORIDA
RECORDING FEES $120.00

LAKE DENHAM ESTATES PHASE III

A REPLAT OF A PORTION OF TRACT "F-3", LAKE DENHAM ESTATES PHASE I, AS RECORDED IN PLAT BOOK 72, PAGES 14 THROUGH 23, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, LYING IN THE SOUTH 1/2 OF SECTION 3, TOWNSHIP 20 SOUTH, RANGE 24 EAST, IN THE CITY OF LEESBURG, LAKE COUNTY, FLORIDA.

Legal Description

BEGIN AT THE NORTHEAST CORNER OF LOT 319, LAKE DENHAM ESTATES PHASE II, AS RECORDED IN PLAT BOOK ____, PAGES ____ THROUGH ____, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, RUN THENCE THE FOLLOWING THIRTY (30) COURSES ALONG THE BOUNDARIES OF TRACT "F-3", LAKE DENHAM ESTATES PHASE I, AS RECORDED IN PLAT BOOK 72, PAGES 14 THROUGH 23, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA: (1) N89°40'07"W A DISTANCE OF 120.00 FEET; (2) N00°19'53"E A DISTANCE OF 80.00 FEET; (3) N89°39'15"W A DISTANCE OF 54.69 FEET; (4) N00°14'35"E A DISTANCE OF 120.00 FEET; (5) N89°45'25"W A DISTANCE OF 10.00 FEET; (6) S00°14'35"W A DISTANCE OF 120.00 FEET; (7) N89°40'07"W A DISTANCE OF 213.98 FEET; (8) N00°14'35"E A DISTANCE OF 59.81 FEET; (9) N89°45'25"W A DISTANCE OF 50.00 FEET; (10) S00°14'35"W A DISTANCE OF 51.48 FEET; (11) N89°45'25"W A DISTANCE OF 120.00 FEET; (12) N00°14'35"E A DISTANCE OF 30.87 FEET; (13) N89°45'25"W A DISTANCE OF 120.00 FEET; (14) S75°47'38"W A DISTANCE OF 51.63 FEET; (15) N89°45'25"W A DISTANCE OF 120.00 FEET; (16) N00°14'35"E A DISTANCE OF 120.00 FEET; (17) N89°45'25"W A DISTANCE OF 120.00 FEET; (18) N77°53'02"W A DISTANCE OF 51.09 FEET; (19) N89°45'25"W A DISTANCE OF 120.00 FEET; (20) N00°14'35"E A DISTANCE OF 80.00 FEET; (21) N89°45'25"W A DISTANCE OF 120.00 FEET; (22) N89°45'21"W A DISTANCE OF 50.00 FEET; (23) N89°45'25"W A DISTANCE OF 240.00 FEET; (24) N67°57'20"W A DISTANCE OF 53.85 FEET; (25) N89°45'25"W A DISTANCE OF 120.00 FEET; (26) N00°14'35"E A DISTANCE OF 42.80 FEET; (27) N89°45'25"W A DISTANCE OF 120.00 FEET; (28) N85°21'05"W A DISTANCE OF 50.15 FEET; (29) N89°45'25"W A DISTANCE OF 130.00 FEET; (30) S00°14'35"W A DISTANCE OF 140.00 FEET TO A POINT ON THE SOUTH BOUNDARY OF SAID TRACT "F-3"; N89°45'25"W ALONG SAID SOUTH BOUNDARY AND ITS WESTERLY EXTENSION, A DISTANCE OF 120.00 FEET; THENCE CONTINUE THE FOLLOWING TWO (2) COURSES ALONG COURSES ALONG THE BOUNDARIES OF TRACT "F-3": (1) S00°14'35"W A DISTANCE OF 120.00 FEET; (2) N89°45'25"W A DISTANCE OF 23.00 FEET TO THE SOUTHWEST CORNER OF SAID TRACT "F-3"; THENCE N00°15'45"E, ALONG THE WEST LINE OF SAID TRACT "F-3", A DISTANCE OF 1,044.76 FEET TO THE NORTHWEST CORNER OF SAID TRACT "F-3", SAID POINT ALSO BEING THE NORTHWEST CORNER OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 3, TOWNSHIP 20 SOUTH, RANGE 24 EAST; THENCE S89°29'12"E, ALONG THE NORTH LINE OF SAID TRACT "F-3" AND THE NORTH LINE OF THE SOUTH 1/2 OF SAID SECTION 3, A DISTANCE OF 2,398.01 FEET TO THE NORTHEAST CORNER OF SAID TRACT "F-3", SAID POINT ALSO BEING THE NORTHWEST CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5197, PAGE 1913, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE S00°19'53"W, ALONG THE EAST LINE OF SAID TRACT "F-3" AND THE WEST LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5197, PAGE 1913, A DISTANCE OF 1,109.74 FEET TO THE SOUTHWEST CORNER OF SAID LANDS; THENCE S89°17'48"E, ALONG THE SOUTH LINE OF SAID LANDS, A DISTANCE OF 517.00 FEET TO THE NORTHWEST CORNER OF TRACT "D" RAVENSWOOD PARK, AS RECORDED IN PLAT BOOK 17, PAGE 42, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE S00°24'54"W, ALONG THE WEST LINE OF SAID TRACT "D", A DISTANCE OF 225.00 FEET TO THE SOUTHEAST CORNER OF SAID TRACT "F-3"; THENCE THE FOLLOWING EIGHT (8) COURSES ALONG THE SOUTHERLY BOUNDARY OF SAID TRACT "F-3": (1) N89°17'48"W A DISTANCE OF 45.25 FEET; (2) N00°42'12"E A DISTANCE OF 50.00 FEET; (3) N89°17'48"W A DISTANCE OF 163.72 FEET TO A POINT OF CURVATURE ON A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 2050.00 FEET, A CHORD BEARING OF S84°14'37"W, A CHORD DISTANCE OF 461.27 FEET, (4) SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 12°55'11", A DISTANCE OF 462.25 FEET TO A POINT OF REVERSE CURVATURE ON A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 20.00 FEET, A CHORD BEARING OF N50°56'33"W, A CHORD DISTANCE OF 31.21 FEET, (5) NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 102°32'52", A DISTANCE OF 35.80 FEET TO A POINT OF TANGENCY; (6) N00°19'53"E A DISTANCE OF 181.78 FEET; (7) N71°26'01"W A DISTANCE OF 52.64 FEET; (8) S00°19'53"W A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING.

CONTAINS 2,435,519 SQUARE FEET OR 55.912 ACRES MORE OR LESS.

Notes

1. BEARING STRUCTURE IS ASSUMED AND BASED ON THE MONUMENTED EAST-WEST CENTER OF SECTION LINE OF SECTION 3, TOWNSHIP 20 SOUTH, RANGE 24 EAST BEING S89°29'12"E

2. ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION - FLORIDA STATUTE 177.091 (28)

3. ■ - DENOTES PERMANENT REFERENCE MONUMENT (PRM); BEING A 4"x4" CONCRETE MONUMENT WITH DISK MARKED "PRM LB 7833".

4. ◉ - DENOTES PERMANENT CONTROL POINT (PCP); BEING A NAIL & DISK MARKED "PCP LB 7833".

5. ● - DENOTES PERMANENT REFERENCE MONUMENT (PRM); BEING A 1/2" IRON ROD WITH DISK MARKED "PRM LB 7833".

6. ALL CURVILINEAR LOT LINES ARE RADIAL UNLESS OTHERWISE NOTED.

7. THIS PLAT CONTAINS 250 LOTS AND 10 TRACTS FOR A TOTAL OF 260.

8. THIS PLAT CONTAINS 6,175 LINEAL FEET OF ROAD.

9. CONSERVATION TRACT W-3 IS TO BE OWNED AND MAINTAINED BY LAKE DENHAM HOMEOWNERS' ASSOCIATION, INC.

10. OPEN SPACE TRACTS O-8, O-9, O-10, O-11, O-12 AND O-13, ARE TO BE OWNED AND MAINTAINED BY LAKE DENHAM HOMEOWNERS' ASSOCIATION, INC.

11. STORMWATER DRAINAGE TRACTS S-5 AND S-6, ARE TO BE OWNED AND MAINTAINED BY LAKE DENHAM HOMEOWNERS' ASSOCIATION, INC. WITH AN EMERGENCY ACCESS EASEMENT DEDICATED TO THE CITY OF LEESBURG.

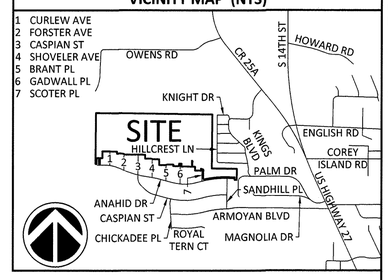
12. LIFT STATION TRACT L-2, IS TO BE DEDICATED TO THE CITY OF LEESBURG.

13. COORDINATES SHOWN HEREON (NORTHING, EASTING) ARE RELATIVE TO NORTH AMERICAN DATUM 83, FLORIDA EAST ZONE.

NOTICE

This plat, as recorded in its graphic form, is the official depiction of the subdivided lands described herein and will in no circumstances by supplanted in authority by any other graphic or digital form of the plat. There may be additional restrictions that are not recorded on this plat that may be found in the public records of this county.

VICINITY MAP (NTS)



SHEET INDEX

SHEET 1: COVER, DESCRIPTION, NOTES AND KEY MAP
SHEETS 2 THROUGH 7: PLAT DETAILS

PLAT BOOK: 73 PAGE: 63

LAKE DENHAM ESTATES PHASE III

(A REPLAT)

DEDICATION

KNOW ALL BY THESE PRESENTS, Lake Denham Ventures LLC, a Florida limited liability company, being the owner in fee simple of the lands described in the foregoing caption to this plat, does hereby dedicate said lands and plat for the uses and purposes therein expressed and dedicates Tract L-2, Utility and Drainage Easements, and Roads as shown hereon to the perpetual use of the public.

IN WITNESS THEREOF, has caused these presents to be signed by the person named below on the 20th day of December, 2019.

OWNER: Lake Denham Ventures LLC, a Florida limited liability company

BY: _____
David Shahinian, Manager

Signed in the presence of:

Christopher Ray (Printed Name) _____ (Signature)

Amber Coleman (Printed Name) _____ (Signature)

A notary public or other officer completing this certificate verifies only the indentity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF FLORIDA, COUNTY OF VOLUSIA

THIS IS TO CERTIFY, That on this 20th day of December, 2019, before me, an officer duly authorized to take acknowledgements in the State and County aforesaid, personally appeared David Shahinian, Manager of Lake Denham Ventures LLC, a Florida limited liability company, formed under the laws of the State of Florida, who has produced a _____ as identification, and did not take an oath, the individual and officer described in and who executed the foregoing conveyance and acknowledged the execution thereof to be his/her free act and deed as such officer thereunto duly authorized; and that the said conveyance is the act and deed of said Limited Liability Company.

IN WITNESS WHEREOF, I have hereto set my hand and seal on the above date.

Tonya Gandy
NOTARY PUBLIC SIGNATURE

Tonya Gandy
PRINT NAME

Commission Number: 083972

Commission Expires: 7-16-2021

TONYA GANDY
MY COMMISSION # GG 083972
EXPIRES: July 16, 2021
Bonded Thru Notary Public Underwriters

QUALIFICATION AND STATEMENT OF SURVEYOR AND MAPPER

KNOW ALL BY THESE PRESENTS, that I the undersigned, being a professional surveyor and mapper, do hereby certify that on March 25, 2019, a survey of the lands as shown in the foregoing plat or plan is a true and correct representation of the lands surveyed and platted. This plat was prepared under my direction and supervision and this plat complies with all the survey requirements of Chapter 177, Part I, Florida Statutes.

By: _____ Date: 12/20/19
James D. Bray PSM 6507

Altamax Surveying
Licensed Business: #7833
910 Belle Avenue, Suite 1140
Casselberry, Florida 32708

CERTIFICATE OF REVIEW BY REVIEWING SURVEYOR

Pursuant to Section 177.081, Florida Statutes, I have reviewed this Plat for conformity to Chapter 177, Part I, Florida Statutes, and Find that said Plat complies with the Technical Requirements of that Chapter; Provided however, that my review does not include field verification of any of the coordinates, points or measurements shown on this Plat.

City Surveyor _____ Date 01/06/20

Printed Name STEVEN B WILEY PSM 6951

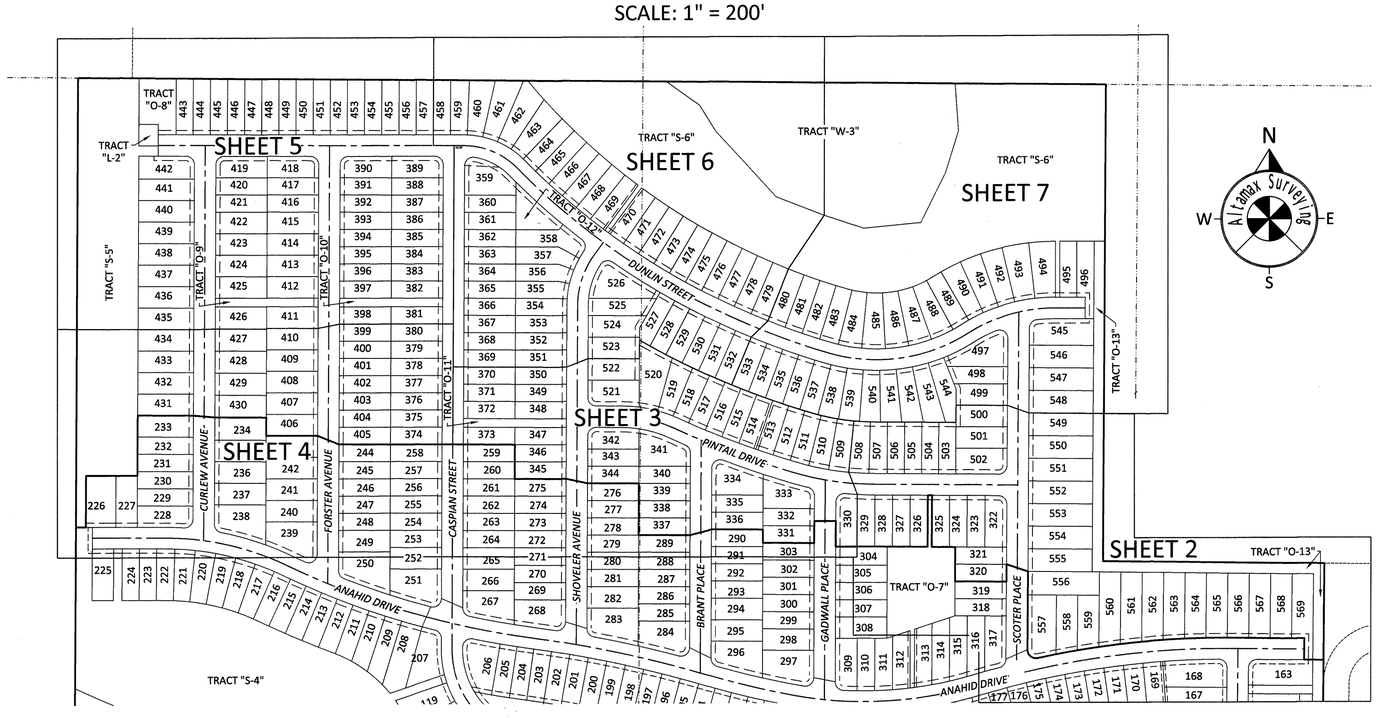
CERTIFICATE OF APPROVAL BY MUNICIPALITY

THIS IS TO CERTIFY, that on MAY 26, 2020 2019 the City Commission of Leesburg, Lake County, Florida, approved the foregoing plat.

City Clerk _____ Mayor / Commissioner _____

J. Andi Purvis (Printed Name) ELISE A. DENNISON (Printed Name)

KEY MAP
SCALE: 1" = 200'



LEGEND

CCR	- CERTIFIED CORNER RECORD
℄	- CENTERLINE SYMBOL
Δ	- CENTRAL ANGLE
CM	- CONCRETE MONUMENT
DE	- DRAINAGE EASEMENT
ESMT	- EASEMENT
FND	- FOUND
L	- LENGTH
LB	- LICENSED BUSINESS
MEAS	- MEASURED
N&D	- NAIL & DISC
ORB	- OFFICIAL RECORDS BOOK
PB	- PLAT BOOK
PC	- POINT OF CURVATURE
PCC	- POINT OF COMPOUND CURVATURE
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POB	- POINT OF BEGINNING
PRC	- POINT OF REVERSE CURVATURE
PRM	- PERMANENT REFERENCE MONUMENT
PSM	- PROFESSIONAL SURVEYOR AND MAPPER
PT	- POINT OF TANGENCY
R	- RADIUS
R/W	- RIGHT-OF-WAY
SF	- SQUARE FEET
UE	- UTILITY EASEMENT

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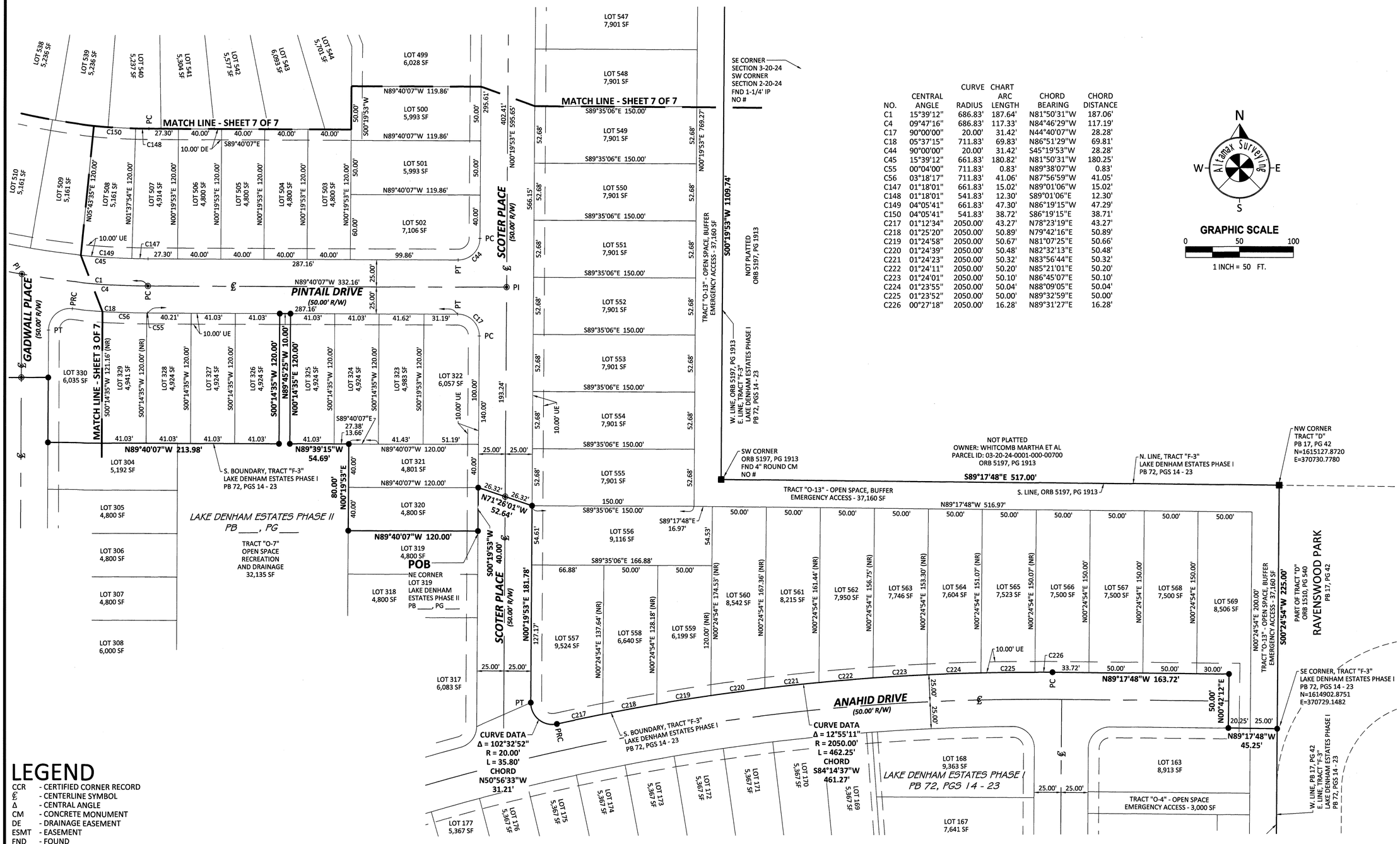
LAKE DENHAM ESTATES PHASE III

A REPLAT OF A PORTION OF TRACT "F-3", LAKE DENHAM ESTATES PHASE I, AS RECORDED IN PLAT BOOK 72, PAGES 14 THROUGH 23, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, LYING IN THE SOUTH 1/2 OF SECTION 3, TOWNSHIP 20 SOUTH, RANGE 24 EAST, IN THE CITY OF LEESBURG, LAKE COUNTY, FLORIDA.



NO.	CENTRAL ANGLE	CURVE RADIUS	CHART ARC LENGTH	CHORD BEARING	CHORD DISTANCE
C1	15°39'12"	686.83'	187.64'	N81°50'31"W	187.06'
C4	09°47'16"	686.83'	117.33'	N84°46'29"W	117.19'
C17	90°00'00"	20.00'	31.42'	N44°40'07"W	28.28'
C18	05°37'15"	711.83'	69.83'	N86°51'29"W	69.81'
C44	90°00'00"	20.00'	31.42'	S45°19'53"W	28.28'
C45	15°39'12"	661.83'	180.82'	N81°50'31"W	180.25'
C55	00°04'00"	711.83'	0.83'	N89°38'07"W	0.83'
C56	03°18'17"	711.83'	41.06'	N87°56'59"W	41.05'
C147	01°18'01"	661.83'	15.02'	N89°01'06"W	15.02'
C148	01°18'01"	541.83'	12.30'	S89°01'06"E	12.30'
C149	04°05'41"	661.83'	47.30'	N86°19'15"W	47.29'
C150	04°05'41"	541.83'	38.72'	S86°19'15"E	38.71'
C217	01°12'34"	2050.00'	43.27'	N78°23'19"E	43.27'
C218	01°25'20"	2050.00'	50.89'	N79°42'16"E	50.89'
C219	01°24'58"	2050.00'	50.67'	N81°07'25"E	50.66'
C220	01°24'39"	2050.00'	50.48'	N82°32'13"E	50.48'
C221	01°24'23"	2050.00'	50.32'	N83°56'44"E	50.32'
C222	01°24'11"	2050.00'	50.20'	N85°21'01"E	50.20'
C223	01°24'01"	2050.00'	50.10'	N86°45'07"E	50.10'
C224	01°23'55"	2050.00'	50.04'	N88°09'05"E	50.04'
C225	01°23'52"	2050.00'	50.00'	N89°32'59"E	50.00'
C226	00°27'18"	2050.00'	16.28'	N89°31'27"E	16.28'

N
W — Altamax Surveying — E
S

GRAPHIC SCALE
0 50 100
1 INCH = 50 FT.

LEGEND

CCR - CERTIFIED CORNER RECORD
℄ - CENTERLINE SYMBOL
Δ - CENTRAL ANGLE
CM - CONCRETE MONUMENT
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LAKE DENHAM ESTATES PHASE III

SHEET 3 OF 7 | PLAT BOOK: 73 PAGE: 65

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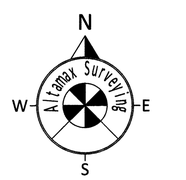
NO.	CENTRAL ANGLE	CURVE RADIUS	CHART ARC LENGTH	CHORD BEARING	CHORD DISTANCE
C1	15°39'12"	686.83'	187.64'	N81°50'31"W	187.06'
C2	08°47'56"	1965.00'	301.77'	N69°36'56"W	301.47'
C3	24°32'27"	300.00'	128.50'	N77°29'12"W	127.52'
C4	09°47'16"	686.83'	117.33'	N84°46'29"W	117.19'
C5	05°51'56"	686.83'	70.31'	N76°56'53"W	70.28'
C6	06°50'25"	1965.00'	234.60'	N70°35'42"W	234.46'
C7	01°57'31"	1965.00'	67.17'	N66°11'44"W	67.17'
C18	05°37'15"	711.83'	69.83'	N86°51'29"W	69.81'
C19	95°42'34"	20.00'	33.41'	S48°05'52"W	29.66'
C20	77°08'46"	20.00'	26.93'	N38°19'48"W	24.94'
C21	02°53'17"	711.83'	35.88'	N75°27'33"W	35.88'
C22	04°55'50"	1990.00'	171.25'	N71°33'00"W	171.19'
C23	110°40'21"	20.00'	38.63'	S55°34'45"W	32.90'
C24	66°33'33"	20.00'	23.23'	N33°02'12"W	21.95'
C25	01°06'00"	1990.00'	38.21'	N65°45'58"W	38.21'
C26	24°32'27"	275.00'	117.79'	N77°29'12"W	116.89'
C27	90°00'00"	20.00'	31.42'	S45°14'35"W	28.28'
C45	15°39'12"	661.83'	180.82'	N81°50'31"W	180.25'
C46	08°47'56"	1940.00'	297.93'	N69°36'56"W	297.64'
C47	24°32'27"	325.00'	139.20'	N77°29'12"W	138.14'
C48	90°00'00"	20.00'	31.42'	N44°45'25"W	28.28'
C57	02°14'58"	711.83'	27.94'	N85°10'21"W	27.95'
C59	02°05'45"	1990.00'	72.79'	N72°58'02"W	72.79'
C60	02°50'05"	1990.00'	98.46'	N70°30'07"W	98.45'
C62	15°55'50"	275.00'	76.46'	N73°10'53"W	76.22'
C63	08°36'37"	275.00'	41.33'	N85°27'07"W	41.29'
C151	04°05'41"	661.83'	47.30'	N82°13'34"W	47.29'
C152	04°05'41"	541.83'	38.72'	S82°13'34"E	38.71'
C153	04°05'41"	661.83'	47.30'	N78°07'53"W	47.29'
C154	04°05'41"	541.83'	38.72'	S78°07'53"E	38.71'
C155	02°04'08"	661.83'	23.90'	N75°02'59"W	23.90'
C156	00°37'01"	1940.00'	20.89'	N73°42'24"W	20.89'
C157	00°37'01"	1820.00'	19.59'	S73°42'24"E	19.59'
C158	02°04'08"	541.83'	19.57'	S75°02'59"E	19.56'
C159	01°14'49"	1940.00'	42.22'	N72°46'29"W	42.22'
C160	01°14'49"	1820.00'	39.61'	S72°46'29"E	39.61'
C161	01°14'49"	1940.00'	42.22'	N71°31'40"W	42.22'
C162	01°14'49"	1820.00'	39.61'	S71°31'40"E	39.61'
C163	01°14'49"	1940.00'	42.22'	N70°16'51"W	42.22'
C164	01°14'49"	1820.00'	39.61'	S70°16'51"E	39.61'
C165	01°14'49"	1940.00'	42.22'	N69°02'02"W	42.22'
C166	01°14'49"	1820.00'	39.61'	S69°02'02"E	39.61'
C167	01°14'49"	1940.00'	42.22'	N67°47'13"W	42.22'
C168	01°14'49"	1820.00'	39.61'	S67°47'13"E	39.61'
C169	01°14'49"	1940.00'	42.22'	N66°32'24"W	42.22'
C170	01°14'49"	1820.00'	39.61'	S66°32'24"E	39.61'
C171	00°42'02"	1940.00'	23.72'	N65°33'59"W	23.72'
C172	02°44'43"	325.00'	15.57'	N66°35'20"W	15.57'
C173	01°22'21"	1820.00'	43.59'	S65°13'50"E	43.59'
C174	06°38'48"	325.00'	37.70'	N71°17'05"W	37.68'
C175	01°39'13"	1820.00'	52.53'	S63°43'03"E	52.53'
C176	07°51'47"	325.00'	44.60'	N78°32'23"W	44.57'
C177	02°45'14"	1820.00'	87.47'	S61°30'49"E	87.46'
C178	07°17'09"	325.00'	41.33'	N86°06'51"W	41.30'



GRAPHIC SCALE

0 50 100

1 INCH = 50 FT.

LEGEND

CCR - CERTIFIED CORNER RECORD
℄ - CENTERLINE SYMBOL
Δ - CENTRAL ANGLE
CM - CONCRETE MONUMENT
DE - DRAINAGE EASEMENT
ESMT - EASEMENT
FND - FOUND
L - LENGTH
LB - LICENSED BUSINESS
MEAS - MEASURED
N&D - NAIL & DISC
ORB - OFFICIAL RECORDS BOOK
PB - PLAT BOOK
PC - POINT OF CURVATURE
PCC - POINT OF COMPOUND CURVATURE
PG - PAGE
POB - POINT OF BEGINNING
PRC - POINT OF REVERSE CURVATURE
PRM - PERMANENT REFERENCE MONUMENT
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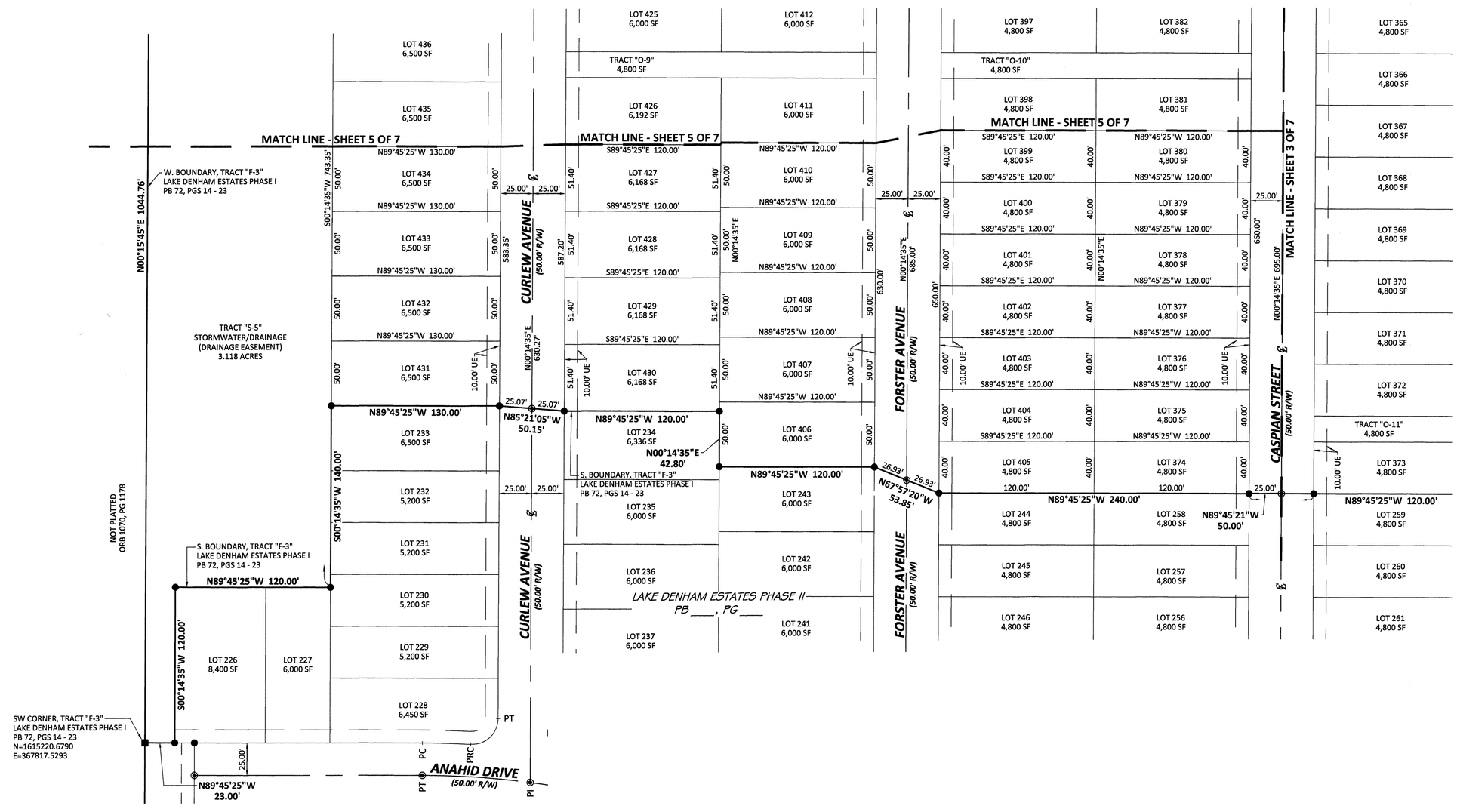
LAKE DENHAM ESTATES PHASE III

A REPLAT OF A PORTION OF TRACT "F-3", LAKE DENHAM ESTATES PHASE I, AS RECORDED IN PLAT BOOK 72, PAGES 14 THROUGH 23, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, LYING IN THE SOUTH 1/2 OF SECTION 3, TOWNSHIP 20 SOUTH, RANGE 24 EAST, IN THE CITY OF LEESBURG, LAKE COUNTY, FLORIDA.



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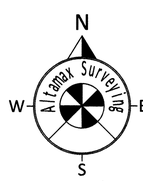
GRAPHIC SCALE
0 50 100
1 INCH = 50 FT.

LAKE DENHAM ESTATES PHASE III

SHEET 5 OF 7 | PLAT BOOK: 73 PAGE: 67

A REPLAT OF A PORTION OF TRACT "F-3", LAKE DENHAM ESTATES PHASE I, AS RECORDED IN PLAT BOOK 72, PAGES 14 THROUGH 23, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, LYING IN THE SOUTH 1/2 OF SECTION 3, TOWNSHIP 20 SOUTH, RANGE 24 EAST, IN THE CITY OF LEESBURG, LAKE COUNTY, FLORIDA.

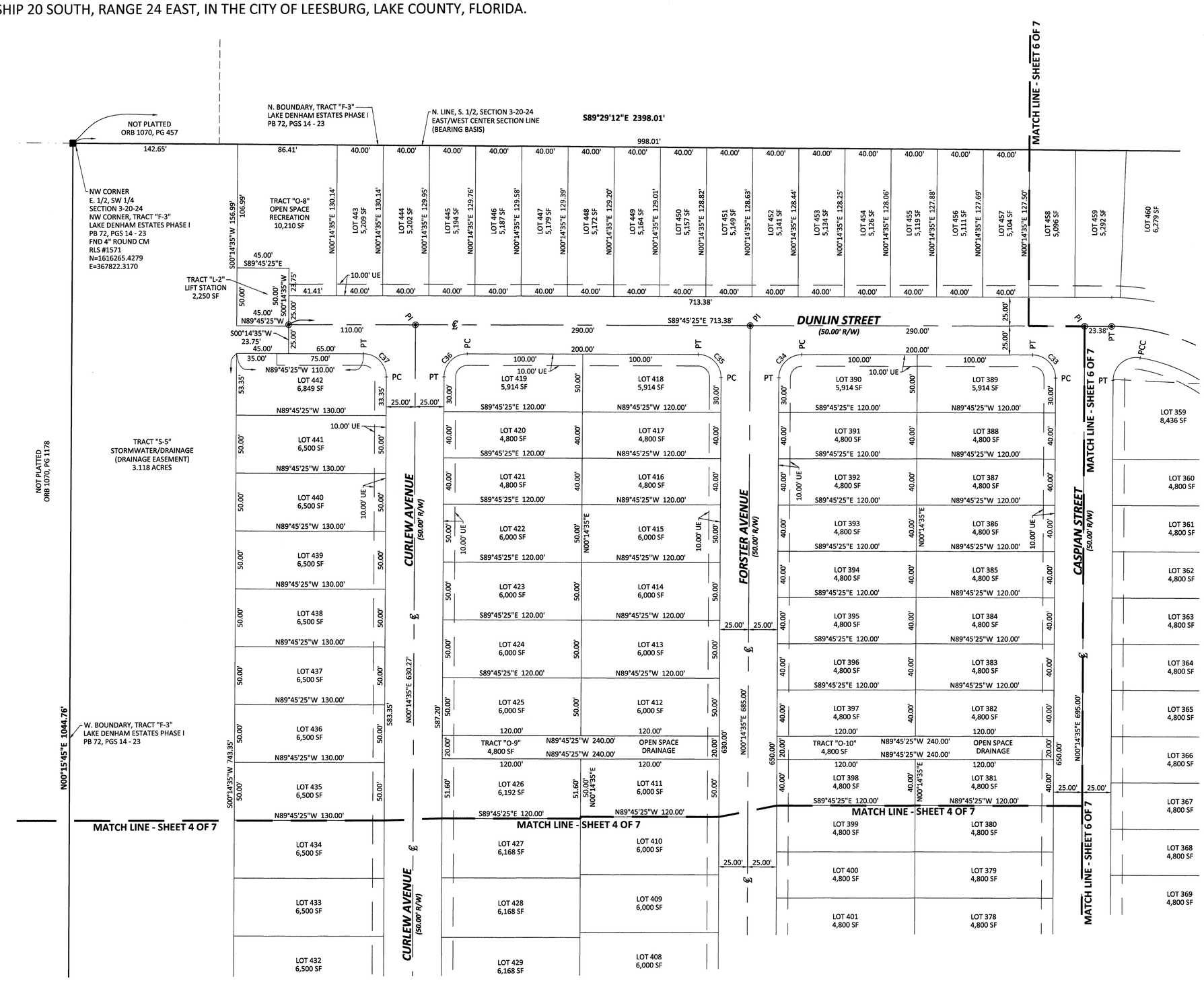
NO.	CENTRAL ANGLE	CURVE RADIUS	CHART ARC LENGTH	CHORD BEARING	CHORD DISTANCE
C33	90°00'00"	20.00'	31.42'	N44°45'25"W	28.28'
C34	90°00'00"	20.00'	31.42'	S45°14'35"W	28.28'
C35	90°00'00"	20.00'	31.42'	N44°45'25"W	28.28'
C36	90°00'00"	20.00'	31.42'	S45°14'35"W	28.28'
C37	90°00'00"	20.00'	31.42'	N44°45'25"W	28.28'



GRAPHIC SCALE

0 50 100

1 INCH = 50 FT.



LEGEND

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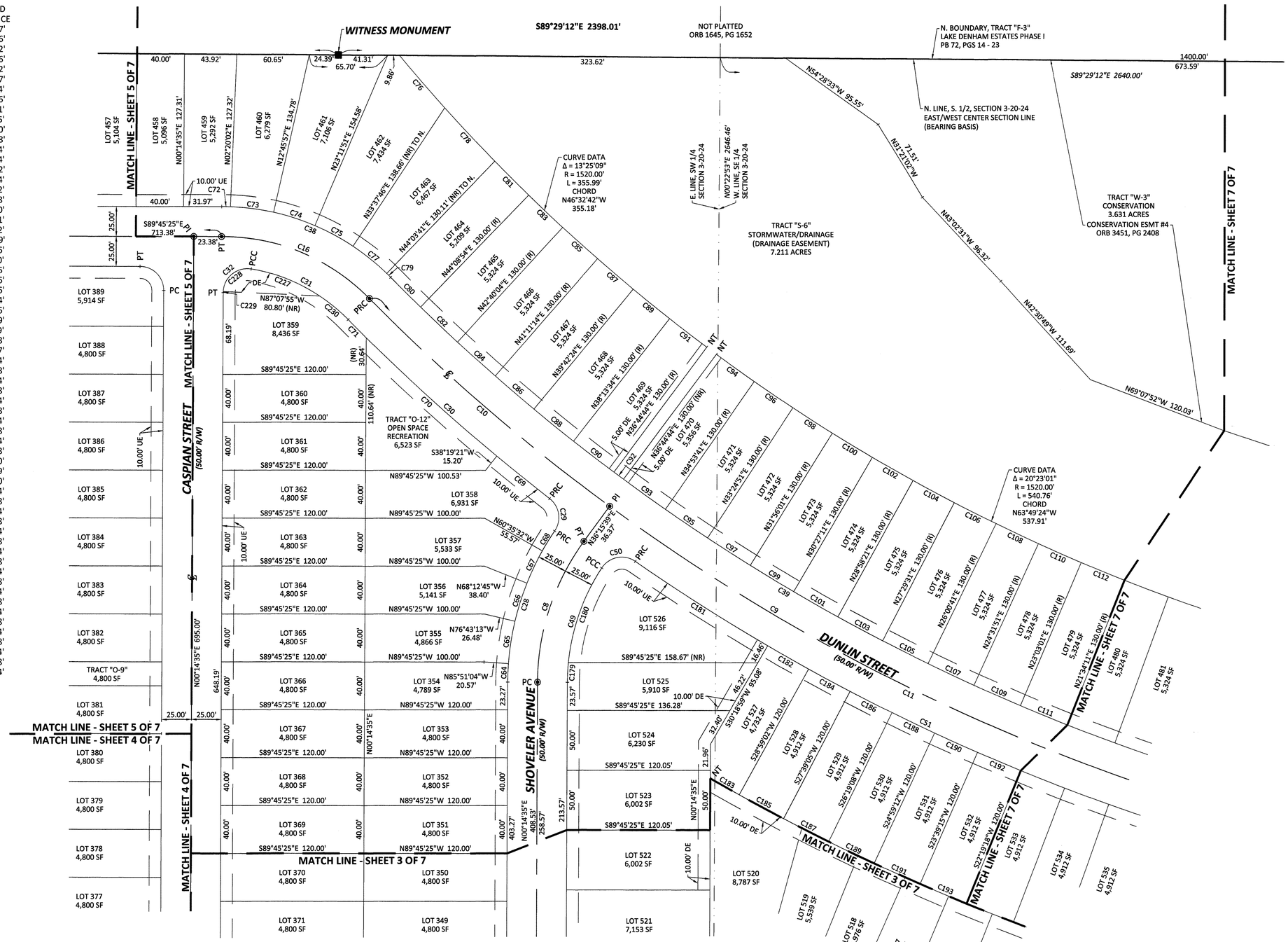
LAKE DENHAM ESTATES PHASE III

SHEET 6 OF 7 | PLAT BOOK: 73 PAGE: 68

A REPLAT OF A PORTION OF TRACT "F-3", LAKE DENHAM ESTATES PHASE I, AS RECORDED IN PLAT BOOK 72, PAGES 14 THROUGH 23, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, LYING IN THE SOUTH 1/2 OF SECTION 3, TOWNSHIP 20 SOUTH, RANGE 24 EAST, IN THE CITY OF LEESBURG, LAKE COUNTY, FLORIDA.

NO.	CENTRAL ANGLE	CURVE RADIUS	CHART ARC LENGTH	CHORD BEARING	CHORD DISTANCE
C8	36°01'04"	200.00'	125.73'	N18°15'07"E	123.67'
C9	29°23'31"	1675.00'	859.25'	S59°19'09"E	849.86'
C10	09°06'58"	1675.00'	266.50'	S49°10'52"E	266.22'
C11	20°16'33"	1675.00'	592.75'	S63°52'38"E	589.66'
C16	45°08'02"	175.00'	137.85'	N67°11'25"W	134.32'
C28	34°08'06"	225.00'	134.05'	N17°18'38"E	132.07'
C29	86°37'21"	20.00'	30.24'	N08°55'59"W	27.44'
C30	07°37'16"	1700.00'	226.13'	N48°26'02"W	225.96'
C31	35°33'39"	150.00'	93.10'	N62°24'13"W	91.61'
C32	99°34'23"	20.00'	34.76'	S50°01'46"W	30.55'
C38	45°08'02"	200.00'	157.55'	S67°11'25"E	153.50'
C39	29°23'31"	1650.00'	846.43'	S59°19'09"E	837.18'
C49	33°02'40"	175.00'	100.93'	N16°45'55"E	99.54'
C50	91°28'02"	20.00'	31.93'	N79°01'16"E	28.64'
C51	18°46'11"	1700.00'	556.91'	S64°37'49"E	554.42'
C64	03°54'21"	225.00'	15.34'	N02°11'45"E	15.34'
C65	09°07'51"	225.00'	35.86'	N08°42'51"E	35.82'
C66	08°30'28"	225.00'	33.41'	N17°32'01"E	33.38'
C67	07°37'13"	225.00'	29.92'	N25°35'51"E	29.90'
C68	04°58'13"	225.00'	19.52'	N31°53'34"E	19.51'
C69	01°54'55"	1700.00'	56.82'	N51°17'13"W	56.82'
C70	04°58'46"	1700.00'	147.74'	N47°50'23"W	147.69'
C71	00°43'36"	1700.00'	21.56'	N44°59'12"W	21.56'
C72	02°05'28"	200.00'	7.30'	S88°42'41"E	7.30'
C73	10°25'55"	200.00'	36.41'	S82°27'00"E	36.36'
C74	10°25'55"	200.00'	36.41'	S72°01'06"E	36.36'
C75	10°25'55"	200.00'	36.41'	S61°35'11"E	36.36'
C76	02°11'16"	1520.00'	58.04'	N40°55'46"W	58.04'
C77	10°25'55"	200.00'	36.41'	S51°09'17"E	36.36'
C78	02°18'51"	1520.00'	61.39'	N43°10'50"W	61.39'
C79	01°18'56"	200.00'	4.59'	S45°16'52"E	4.59'
C80	01°13'43"	1650.00'	35.38'	S45°14'15"E	35.38'
C81	01°30'51"	1520.00'	40.17'	N45°05'41"W	40.17'
C82	01°28'50"	1650.00'	42.64'	S46°35'31"E	42.64'
C83	01°28'50"	1520.00'	39.28'	N46°35'31"W	39.28'
C84	01°28'50"	1650.00'	42.64'	S48°04'21"E	42.64'
C85	01°28'50"	1520.00'	39.28'	N48°04'21"W	39.28'
C86	01°28'50"	1650.00'	42.64'	S49°33'11"E	42.64'
C87	01°28'50"	1520.00'	39.28'	N49°33'11"W	39.28'
C88	01°28'50"	1650.00'	42.64'	S51°02'01"E	42.64'
C89	01°28'50"	1520.00'	39.28'	N51°02'01"W	39.28'
C90	01°28'50"	1650.00'	42.64'	S52°30'51"E	42.64'
C91	01°28'50"	1520.00'	39.28'	N52°30'51"W	39.28'
C92	00°20'50"	1650.00'	10.00'	S53°25'41"E	10.00'
C93	01°30'12"	1650.00'	43.30'	S54°21'13"E	43.29'
C94	01°28'25"	1520.00'	39.10'	N54°22'06"W	39.10'
C95	01°28'50"	1650.00'	42.64'	S55°50'44"E	42.64'
C96	01°28'50"	1520.00'	39.28'	N55°50'44"W	39.28'
C97	01°28'50"	1650.00'	42.64'	S57°19'34"E	42.64'
C98	01°28'50"	1520.00'	39.28'	N57°19'34"W	39.28'
C99	01°28'50"	1650.00'	42.64'	S58°48'24"E	42.64'
C100	01°28'50"	1520.00'	39.28'	N58°48'24"W	39.28'
C101	01°28'50"	1650.00'	42.64'	S60°17'14"E	42.64'
C102	01°28'50"	1520.00'	39.28'	N60°17'14"W	39.28'
C103	01°28'50"	1650.00'	42.64'	S61°46'04"E	42.64'
C104	01°28'50"	1520.00'	39.28'	N61°46'04"W	39.28'
C105	01°28'50"	1650.00'	42.64'	S63°14'54"E	42.64'
C106	01°28'50"	1520.00'	39.28'	N63°14'54"W	39.28'
C107	01°28'50"	1650.00'	42.64'	S64°43'44"E	42.64'
C108	01°28'50"	1520.00'	39.28'	N64°43'44"W	39.28'
C109	01°28'50"	1650.00'	42.64'	S66°12'34"E	42.64'
C110	01°28'50"	1520.00'	39.28'	N66°12'34"W	39.28'
C111	01°28'50"	1650.00'	42.64'	S67°41'24"E	42.64'
C112	01°28'50"	1520.00'	39.28'	N67°41'24"W	39.28'
C179	05°23'10"	175.00'	16.45'	N02°56'10"E	16.44'



LEGEND

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R	- RADIUS
R/W	- RIGHT-OF-WAY
SF	- SQUARE FEET
UE	- UTILITY EASEMENT

NO.	CENTRAL ANGLE	CURVE RADIUS	CHART ARC LENGTH	CHORD BEARING	CHORD DISTANCE
C180	27°39'30"	175.00'	84.48'	N19°27'30"E	83.66'
C181	04°26'17"	1700.00'	131.68'	S57°27'52"E	131.65'
C182	01°19'57"	1700.00'	39.54'	S60°20'59"E	39.53'
C183	00°52'45"	1820.00'	27.93'	N60°34'35"W	27.93'
C184	01°19'57"	1700.00'	39.54'	S61°40'56"E	39.53'
C185	01°19'57"	1820.00'	42.33'	N61°40'56"W	42.33'
C186	01°19'57"	1700.00'	39.54'	S63°00'53"E	39.53'
C187	01°19'57"	1820.00'	42.33'	N63°00'53"W	42.33'
C188	01°19'57"	1700.00'	39.54'	S64°20'50"E	39.53'
C189	01°19'57"	1820.00'	42.33'	N64°20'50"W	42.33'
C190	01°19'57"	1700.00'	39.54'	S65°40'47"E	39.53'
C191	01°19'57"	1820.00'	42.33'	N65°40'47"W	42.33'
C192	01°19'57"	1700.00'	39.54'	S67°00'44"E	39.53'
C193	01°19'57"	1820.00'	42.33'	N67°00'44"W	42.33'
C227	23°43'40"	150.00'	62.12'	N68°19'12"W	61.68'
C228	97°02'56"	20.00'	33.88'	S51°17'30"W	29.97'
C229	02°31'27"	20.00'	0.88'	S01°30'18"W	0.88'
C230	11°49'58"	150.00'	30.98'	N50°32'23"W	30.92'

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GRAPHIC SCALE
0 50 100
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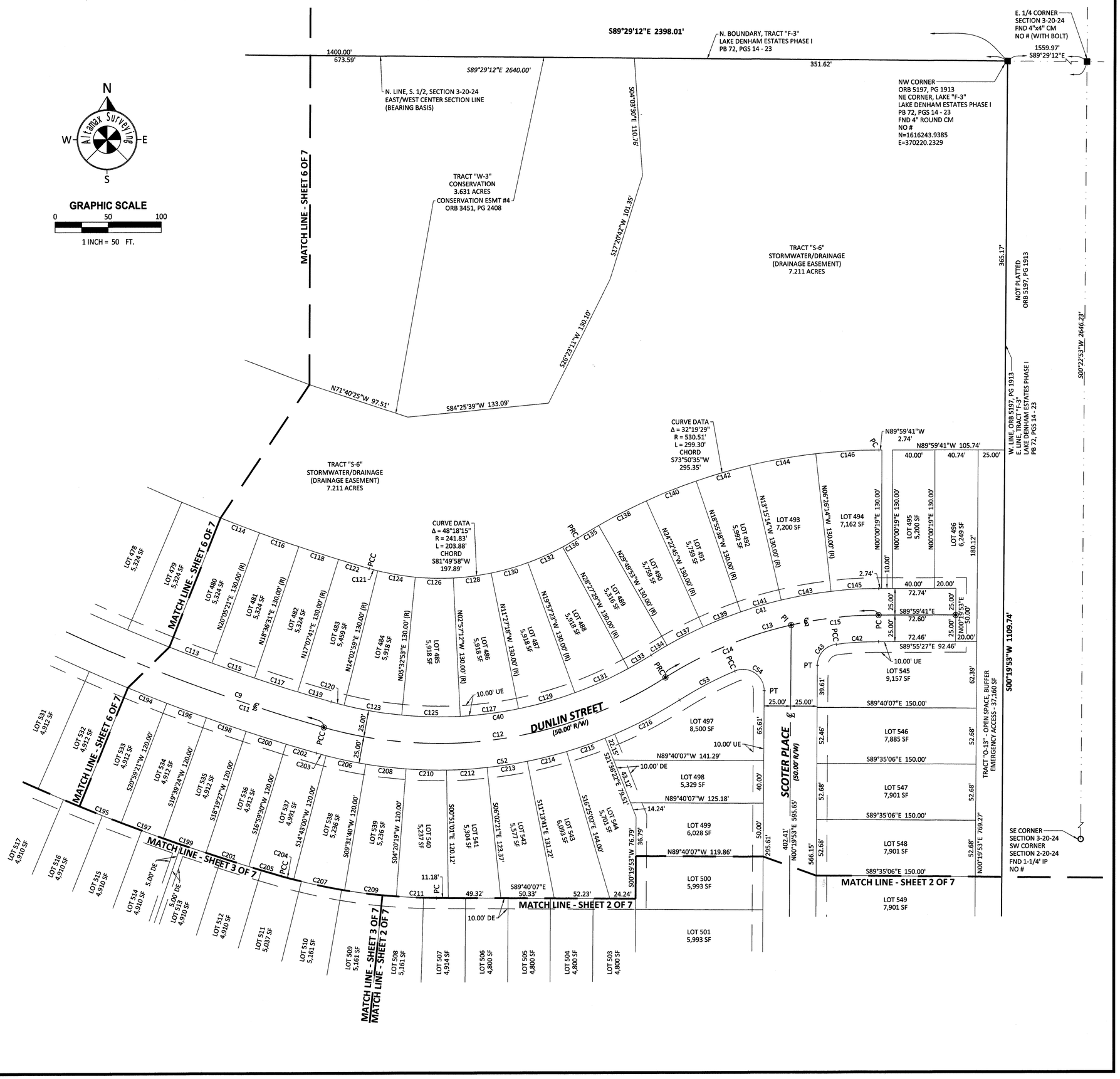
LAKE DENHAM ESTATES PHASE III

SHEET 7 OF 7 | PLAT BOOK: 73 PAGE: 69

A REPLAT OF A PORTION OF TRACT "F-3", LAKE DENHAM ESTATES PHASE I, AS RECORDED IN PLAT BOOK 72, PAGES 14 THROUGH 23, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, LYING IN THE SOUTH 1/2 OF SECTION 3, TOWNSHIP 20 SOUTH, RANGE 24 EAST, IN THE CITY OF LEESBURG, LAKE COUNTY, FLORIDA.

NO.	CENTRAL ANGLE	CURVE RADIUS	CHART ARC LENGTH	CHORD BEARING	CHORD DISTANCE
C9	29°23'31"	1675.00'	859.25'	S59°19'09"E	849.86'
C11	20°16'33"	1675.00'	592.75'	S63°52'38"E	589.66'
C12	48°18'15"	396.83'	334.55'	N81°49'58"E	324.73'
C13	32°19'29"	375.51'	211.85'	N73°50'35"E	209.06'
C14	19°38'27"	375.51'	128.72'	N67°30'03"E	128.10'
C15	12°41'02"	375.51'	83.13'	N83°39'48"E	82.96'
C40	48°18'15"	371.83'	313.47'	N81°49'58"E	304.27'
C41	32°19'29"	400.51'	225.96'	N73°50'35"E	222.97'
C42	06°32'39"	350.51'	40.03'	S86°44'00"W	40.01'
C43	83°07'47"	20.00'	29.02'	S41°53'47"W	26.54'
C52	48°18'15"	421.83'	355.63'	N81°49'58"E	345.19'
C53	09°34'36"	350.51'	58.59'	N62°28'08"E	58.52'
C54	113°04'28"	20.00'	39.47'	S56°12'21"E	33.37'
C113	01°28'50"	1650.00'	42.64'	S69°10'14"E	42.64'
C114	01°28'50"	1520.00'	39.28'	N69°10'14"W	39.28'
C115	01°28'50"	1650.00'	42.64'	S70°39'04"E	42.64'
C116	01°28'50"	1520.00'	39.28'	N70°39'04"W	39.28'
C117	01°28'50"	1650.00'	42.64'	S72°07'54"E	42.64'
C118	01°28'50"	1520.00'	39.28'	N72°07'54"W	39.28'
C119	01°08'36"	1650.00'	32.93'	S73°26'37"E	32.92'
C120	01°56'07"	371.83'	12.56'	S74°58'58"E	12.56'
C121	01°56'07"	241.83'	8.17'	N74°58'58"W	8.17'
C122	01°08'36"	1520.00'	30.33'	N73°26'37"W	30.33'
C123	08°30'06"	371.83'	55.17'	S80°12'04"E	55.12'
C124	08°30'06"	241.83'	35.88'	N80°12'04"W	35.85'
C125	08°30'06"	371.83'	55.17'	N88°42'10"E	55.12'
C126	08°30'06"	241.83'	35.88'	S88°42'10"W	35.85'
C127	08°30'06"	371.83'	55.17'	N82°47'45"E	55.12'
C128	08°30'06"	241.83'	35.88'	S82°47'45"W	35.85'
C129	08°30'06"	371.83'	55.17'	N74°17'39"E	55.12'
C130	08°30'06"	241.83'	35.88'	S74°17'39"W	35.85'
C131	08°30'06"	371.83'	55.17'	N65°47'34"E	55.12'
C132	08°30'06"	241.83'	35.88'	S65°47'34"W	35.85'
C133	03°51'41"	371.83'	25.06'	N59°36'40"E	25.05'
C134	02°29'17"	400.51'	17.39'	N58°55'28"E	17.39'
C135	02°29'17"	530.51'	23.04'	S58°55'28"W	23.04'
C136	03°51'41"	241.83'	16.30'	S59°36'40"W	16.29'
C137	05°27'08"	400.51'	38.11'	N62°53'41"E	38.10'
C138	05°27'08"	530.51'	50.48'	S62°53'41"W	50.46'
C139	05°27'08"	400.51'	38.11'	N68°20'48"E	38.10'
C140	05°27'08"	530.51'	50.48'	S68°20'48"W	50.46'
C141	05°40'24"	400.51'	39.66'	N73°54'34"E	39.64'
C142	05°40'24"	530.51'	52.53'	S73°54'34"W	52.51'
C143	06°49'00"	400.51'	47.65'	N80°09'16"E	47.62'
C144	06°49'00"	530.51'	63.12'	S80°09'16"W	63.08'
C145	06°26'33"	400.51'	45.04'	N86°47'03"E	45.01'
C146	06°26'33"	530.51'	59.65'	S86°47'03"W	59.62'
C194	01°19'57"	1700.00'	39.54'	S68°20'41"E	39.53'
C195	01°19'57"	1820.00'	42.33'	N68°20'41"W	42.33'
C196	01°19'57"	1700.00'	39.54'	S69°40'38"E	39.53'
C197	01°19'57"	1820.00'	42.33'	N69°40'38"W	42.33'
C198	01°19'57"	1700.00'	39.54'	S71°00'35"E	39.53'
C199	01°19'57"	1820.00'	42.33'	N71°00'35"W	42.33'
C200	01°19'57"	1700.00'	39.54'	S72°20'32"E	39.53'
C201	01°19'57"	1820.00'	42.33'	N72°20'32"W	42.33'
C202	01°00'24"	1700.00'	29.87'	S73°30'42"E	29.87'
C203	01°16'06"	421.83'	9.34'	S74°38'57"E	9.34'
C204	01°16'06"	541.83'	11.99'	N74°38'57"W	11.99'
C205	01°00'24"	1820.00'	31.98'	N73°30'42"W	31.98'
C206	05°11'20"	421.83'	38.20'	S77°52'40"E	38.19'
C207	05°11'20"	541.83'	49.07'	N77°52'40"W	49.05'
C208	05°11'20"	421.83'	38.20'	S83°04'01"E	38.19'
C209	05°11'20"	541.83'	49.07'	N83°04'01"W	49.05'
C210	05°11'20"	421.83'	38.20'	S88°15'21"E	38.19'
C211	04°00'26"	541.83'	37.90'	N87°39'54"W	37.89'
C212	05°11'20"	421.83'	38.20'	N86°33'19"E	38.19'
C213	05°11'20"	421.83'	38.20'	N81°21'59"E	38.19'
C214	05°11'20"	421.83'	38.20'	N76°10'38"E	38.19'
C215	05°11'20"	421.83'	38.20'	N70°59'18"E	38.19'
C216	10°42'48"	421.83'	78.87'	N63°02'14"E	78.76'



LEGEND

- CCR - CERTIFIED CORNER RECORD
- ℄ - CENTERLINE SYMBOL
- Δ - CENTRAL ANGLE
- CM - CONCRETE MONUMENT
- DE - DRAINAGE EASEMENT
- ESMT - EASEMENT
- FND - FOUND
- L - LENGTH
- LB - LICENSED BUSINESS
- MEAS - MEASURED
- N&D - NAIL & DISC
- ORB - OFFICIAL RECORDS BOOK
- PB - PLAT BOOK
- PC - POINT OF CURVATURE
- PCC - POINT OF COMPOUND CURVATURE
- PG - PAGE
- POB - POINT OF BEGINNING
- PRC - POINT OF REVERSE CURVATURE
- PRM - PERMANENT REFERENCE MONUMENT
- PSM - PROFESSIONAL SURVEYOR AND MAPPER
- PT - POINT OF TANGENCY
- R - RADIUS
- R/W - RIGHT-OF-WAY
- SF - SQUARE FEET
- UE - UTILITY EASEMENT

Altamax Surveying
910 Belle Avenue, Suite 1140
Casselberry, FL 32708
Phone: 407-677-0200
Licensed Business No. 7833
www.altamaxsurveying.com

City of Leesburg
Lake Front City

Agenda Memorandum

Item No: 6.C.1.

Meeting Date: August 23, 2021

From: Al Minner, (City Manager)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, authorizing and directing the Mayor and City Clerk to execute a Settlement Agreement between the City of Leesburg and Vermont, LLC for the purpose of setting forth the terms under which the City will resolve the pending Eminent Domain action and acquire the real property at 307 and 311 East Magnolia Street; and providing an effective date.

Staff Recommendation:
Approve Settlement Agreement.

Analysis:
This item closes the Magnolia Eminent Domain case by settling the matter for an agreed purchase price of $362,700. Below are other options and estimated costs with each.

1. Continue with the Case and Win - In this case the City would be required to purchase the land and pay fees at a fair market value as established by State Statutes. Cost - $260K
    a. Of course, winning could be delayed with appeals, which would increase cost

2. Drop the Case – If we drop the case we would have to pay attorney and other fees. Fred as examined this with Vermont, LLC – Cost $50K

3. Settle the Case – The current settlement offer will allow the City to take the properties. Cost - $362K

Procurement Analysis:

Options:

Fiscal Impact:

Submission Date and Time:

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR AND CITY CLERK TO EXECUTE A SETTLEMENT AGREEMENT BETWEEN THE CITY OF LEESBURG AND VERMONT, LLC FOR THE PURPOSE OF SETTING FORTH THE TERMS UNDER WHICH THE CITY WILL RESOLVE THE PENDING EMINENT DOMAIN ACTION AND ACQUIRE THE REAL PROPERTY AT 307 AND 311 EAST MAGNOLIA STREET; AND PROVIDING AN EFFECTIVE DATE.

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

THAT the Mayor and City Clerk are hereby authorized and directed to execute a Settlement Agreement between the City of Leesburg and Vermont, LLC, for the purpose of setting forth the terms under which the City will resolve the pending eminent domain action and acquire the real property at 307 and 311 East Magnolia Street.

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 23rd day of August 2021.

THE CITY OF LEESBURG, FLORIDA

_____
Mayor

ATTEST:

_____
City Clerk

IN THE CIRCUIT COURT OF THE FIFTH JUDICAL CIRCUIT
OF FLORIDA, IN AND FOR LAKE COUNTY, FLORIDA

THE CITY OF LEESBURG, FLORIDA, a Florida municipal corporation,

Petitioner,

vs. CASE NO. 2020-CA-001397

VERMONT, LLC; FINANCE OF AMERICA COMMERCIAL LLC; DAVID W. JORDAN, Lake County Tax Collector; ELIZABETH MELTON; PAUL CORNELIUS; CHEYENNE JACQUES-GONZALEZ; ROBIN D. McELROY; DANIELLE S. SIMON; and any UNKNOWN TENANTS AND OTHER PARTIES IN POSSESSION; UNKNOWN PARTIES WITH AN INTEREST IN THE PROPERTY

Respondents.
_____ /

SETTLEMENT AGREEMENT

The parties to this action stipulate and agree to resolve their dispute according to the following terms and conditions:

1. Petitioner will pay to the Respondent the sum of $300,000.00 as full compensation for the taking of the following described real property in Lake County, Florida:

Fee Simple Title to the following described real property:

The East 43.50 Feet of the West 90.30 Feet of the North 85.00 Feet of Lot 2, Block 55, CITY OF LEESBURG, according to the map of plat thereof as recorded in Plat Book 2, Page 19, Public Records of Lake County, Florida.

AND

The East 54.00 feet of Lot 3, Block 55, CITY OF LEESBURG, according to the Plat thereof , recorded in Plat Book 2, Page(s) 19 of the Public Records of Lake County, Florida.

2. In addition, Petitioner will pay Respondent's attorneys' fees in this action, in the amount of $62,700.00, for a total of $362,700.00 in compensation.

3. Respondent agrees to accept this sum in full settlement of this action and as full and complete compensation for the property taken, and for the costs and attorneys' fees incurred by Respondent in this action.

4. This Agreement is contingent on approval by the Leesburg City Commission at a public meeting, at which this Agreement has been placed on the agenda for consideration and action. Due to the price being paid for the property taken, Respondent is advised that approval will require a super-majority of the Commission (i.e. four out of five votes). If this Agreement does not receive approval by the City Commission, it shall have no force or effect and the parties shall have no obligation to one another under it.

5. If this Agreement is approved, Petitioner shall pay the agreed upon compensation to Respondent by check or wire transfer (as Respondent desires) to the trust account of Gregory W. Stoner, Esquire, counsel for the Respondent, whereupon the parties will execute a file a stipulation for entry by the Court of a final judgment awarding title to the property to Petitioner. The compensation paid by Petitioner shall be held in the trust account of Respondent's counsel until entry of this final judgment, whereupon it may be released to Respondent and counsel, or to the holder of the mortgage against the property, as their interests may appear. Petitioner shall bear no responsibility for the disbursement of the compensation or the manner in which it is disbursed. Respondent shall be obligated, as part consideration for the compensation paid, to secure a partial release of the property from the mortgage encumbering it.

6. Upon entry of the final judgment awarding Petitioner title to the property, Petitioner shall be the owner of the property free and clear of any right, title, interest or claim of Respondent or any other persons whomsoever.

IN WITNESS WHEREOF, the parties have entered into this Agreement on the dates shown below.

VERMONT, LLC

BY: _____
B. SPIVEY, Manager

_____
Gregory W. Stoner, Esquire
Florida Bar No. 0067334
The Property Rights Law Firm, P.A.
1525 International Pkwy., Suite 4021
Lake Mary, FL 32746
Telephone: (407) 843-4900
Facsimile: (407) 849-1570
Attorney for the Respondent Vermont LLC

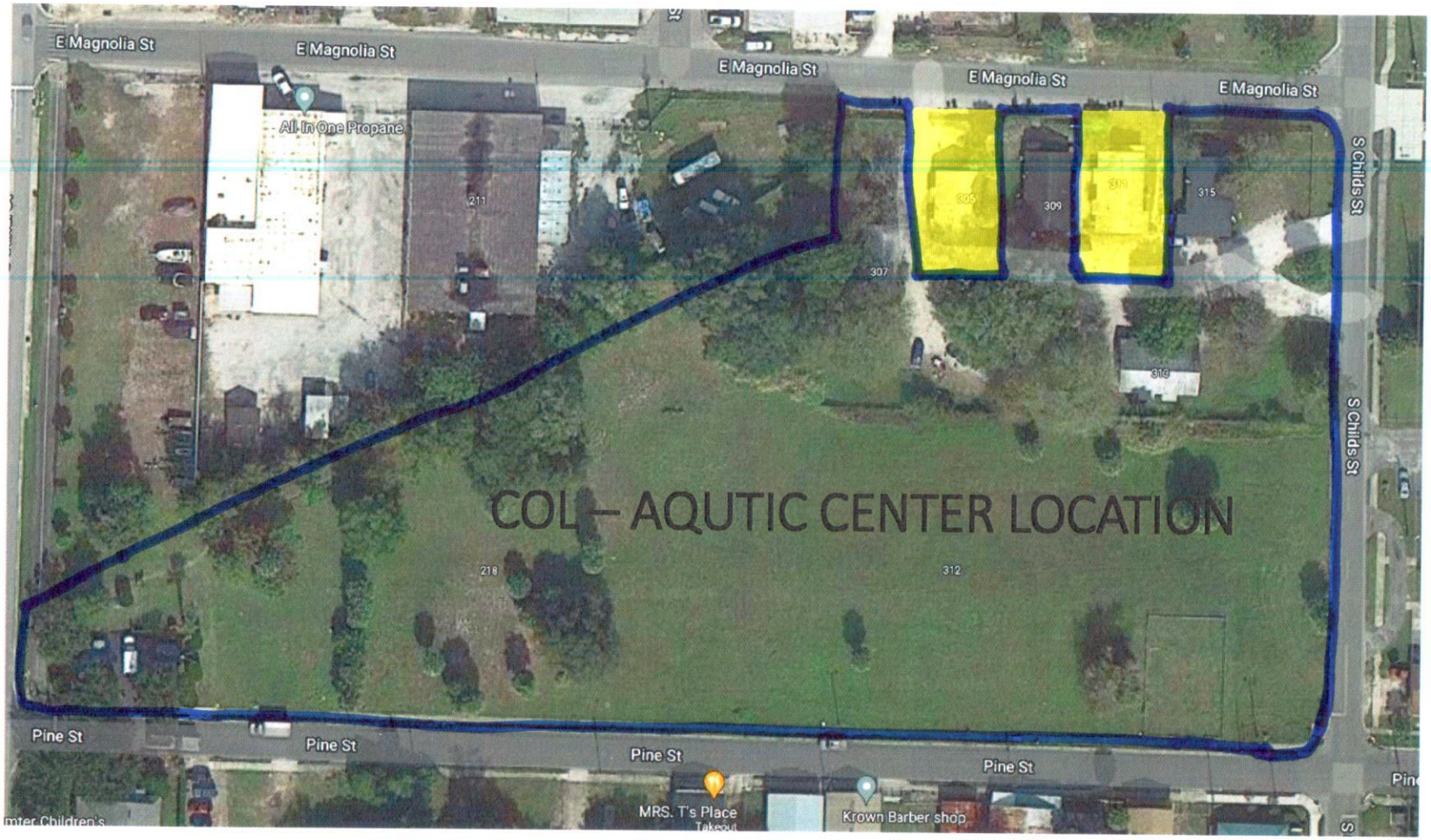
THE CITY OF LEESBURG, FLORIDA

BY: _____
JOHN CHRISTIAN, Mayor

ATTEST: _____
ANDI PURVIS, City Clerk

_____
FRED A. MORRISON, of
McLin Burnsed P.A.
Post Office Box 491357
Leesburg, Florida 34749 - 1357
(352) 787 - 1241
FAX (352) 326 - 2608
E - Mail: FredM@mclinburnsed.com
E – Mail: JenniferM@mclinburnsed.com
Fla. Bar No. 284823
Attorneys for City of Leesburg

VERMONT, LLC PROPERTY (YELLOW HIGHLIGHT)



City of Leesburg
Lake Front City

Agenda Memorandum

Item No:	6.C.2.
Meeting Date:	August 23, 2021
From:	Al Minner, (City Manager)
Subject:	Resolution of the City Commission of the City of Leesburg, Florida authorizing and directing the City Manager to execute the American Rescue Plan Grant Agreement; and providing an effective date.

Staff Recommendation:
Approve resolution.

Analysis:
This resolution allows the City Manager to execute the American Rescue Plan Grant Agreement providing the City with $11.7 Million.

Procurement Analysis:

Options:

Fiscal Impact:

Submission Date and Time:

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE THE AMERICAN RESCUE PLAN GRANT AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

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

THAT the City Manager is hereby authorized to execute the American Rescue Plan Grant Agreement.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held the 23rd day of August 2021.

_____
Mayor

ATTEST:

_____
City Clerk

Agreement Number: Y5187
Unique Identifier Code: FL0179

AMERICAN RESCUE PLAN ACT
CORONAVIRUS LOCAL FISCAL RECOVERY FUND AGREEMENT

This Agreement is entered into by and between the State of Florida, Division of Emergency Management (the "Division") and Leesburg, City of (the "Non-Entitlement Unit" or "Recipient").

RECITALS

A. Section 9901 of the American Rescue Plan Act of 2021 (Pub. L. No. 117-2, §9901) added section 603(a) to the Social Security Act ("ARPA"), which created the Coronavirus Local Fiscal Recovery Fund for the purpose of providing funds to local governments in order to facilitate the ongoing recovery from the COVID-19 pandemic ("Fiscal Recovery Funds"); and
B. Following the enactment of ARPA, the U.S. Department of the Treasury ("Treasury" or "Secretary") released formal and informal guidance regarding implementation of ARPA, including the disbursement and expenditure of Fiscal Recovery Funds, including Treasury Interim Final Rule, 31 CFR pt. 35, 2021, attending rule guidance published in the Federal Register, Volume 86, No 93,[1], and informal guidance made publicly available by Treasury, which may be amended, superseded, or replaced during the term of this Agreement ("Treasury Guidance"); and
C. ARPA allocated **$7,105,927,713.00** for making payments to metropolitan cities, non-entitlement units of local government, and counties in Florida, 21% of which is to be paid directly to metropolitan cities in Florida, 59% of which was paid directly to counties in Florida, and 20% of which is to be paid to the State of Florida for distribution to non-entitlement units of local government; and
D. The Secretary disbursed **$5,689,502,590.00** of these funds directly to metropolitan cities and counties; and
E. A remaining balance of **$1,416,425,123.00** was reserved for the State of Florida to disburse to non-entitlement units of local government; and
F. The Division has received these funds from the Secretary through the State of Florida in accordance with the provisions of ARPA; and
G. Pursuant to the provisions of ARPA, the Division is the state entity responsible for disbursing the funds to the Recipient under this Agreement; and
H. The Recipient is fully qualified and eligible to receive this funding in accordance with ARPA for the purposes identified therein.

Therefore, in consideration of the mutual promises, terms and conditions contained herein, the Division and the Recipient agree as follows:

(1) RECITALS. The foregoing recitals are true and correct and are incorporated herein by reference.

(2) TERM. This Agreement shall be effective **upon execution** and shall end on **December 31, 2024**, unless terminated earlier in accordance with the provisions of this Agreement. Upon expiration or termination of this Agreement for any reason, the obligations which by their nature are intended to survive expiration or termination of this Agreement will survive.

(3) FUNDING. The State of Florida, through the Division, will make a disbursement of each non-entitlement unit of local government's allocation based on the list of non-entitlement units published by Treasury and based upon the State's calculation of the Recipient's proportional share of the total population of all non-entitlement units in the State. The total Fiscal Recovery Funds allocation for Recipient under this Agreement is **$11,855,707.00**.

(4) USE OF FISCAL RECOVERY FUNDS
   a. The State, through the Division, will—within 30 days of receiving payment from the Secretary, or within such other time period as may be permitted by the Secretary—make an initial disbursement to the non-entitlement

[1] https://www.regulations.gov/document/TREAS-DO-2021-0008-0002 | Federal Register, Vol. 86, No. 93, Pg. 26786 ("Federal Register")

unit of local government of 50% of the total amount allocated to the non-entitlement unit.[2] Not earlier than 12 months from the date upon which the State makes the initial disbursement, the Secretary is expected to release the Second Tranche amount to the State. The State will—within 30 days of receiving payment from the Secretary, or within such other time period as may be permitted by the Secretary—make a second disbursement to the non-entitlement unit of local government.

b. Recipients may use payments for any expenses eligible under ARPA Coronavirus State and Local Fiscal Recovery Funds. Payments are not required to be used as the source of funding of last resort.
c. ARPA requires that Fiscal Recovery Funds may only be used to cover expenses incurred by the non-entitlement unit of local government by December 31, 2024[3], such as:
    i. to respond to the public health emergency with respect to COVID-19 or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality;
    ii. to respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers of the non-entitlement unit of local government that are performing such essential work, or by providing grants to eligible employers that have eligible workers who perform essential work;
    iii. for the provision of government services to the extent of the reduction in revenue of such non-entitlement unit of local government due to the COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year of the non-entitlement unit of local government; or
    iv. to make necessary investments in water, sewer, or broadband infrastructure.
d. As specified in the Treasury Guidance, Eligible Use of Fiscal Recovery Funds falls under four categories, including (1) Public Health and Economic Impacts, (2) Premium Pay for Essential Workers, (3) Revenue Loss, and (4) Investments in Infrastructure.
    i. Public Health and Economic Impacts: Examples of eligible uses of Fiscal Recovery Funds under this category include, but are not limited to:
        1. COVID-19 Mitigation and Prevention expenses, such as vaccination programs, medical care, testing, personal protective equipment (PPE), and ventilation improvements;[4]
        2. Medical expenses, including both current expenses and future medical services for individuals experiencing prolonged symptoms and health complications from COVID-19;[5]
        3. Payroll expenses for public safety, public health, health care, human services, and other similar employees, to the extent that their services are devoted to mitigating or responding to COVID-19;[6]
        4. Efforts to remedy the economic impact of the COVID-19 public health emergency on households, individuals, businesses, and state, local, and tribal governments;[7] and
        5. Efforts to remedy pre-existing economic disparities which were exacerbated by the COVID-19 public health emergency.[8]
    ii. Premium Pay: Fiscal Recovery Funds may also be used to provide premium pay to essential workers, per Treasury Guidance's definition of "essential work."[9] Examples of essential workers include, but are not limited to:
        1. Staff at nursing homes, hospitals, and home care settings;
        2. Workers at farms, food production facilities, grocery stores, and restaurants;
        3. Janitors, truck drivers, transit staff, and warehouse workers
        4. Public health and safety staff;
        5. Childcare workers, educators, and other school staff; and

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[2] "First Tranche Amount," American Rescue Plan Act of 2021, H.R. s. 601(b)(7) "Timing"
[3] https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf
[4] *See* Federal Register, pg. 26790.
[5] *Id.*
[6] *Id.* at. 26791
[7] *Id* at 26791-26797
[8] *Id.*
[9] *Id.* at 26797

6. Social service and human services staff.[10]

iii. Revenue Loss: Recipients may use Fiscal Recovery Funds for the provision of government services to the extent of the reduction in revenue experienced due to the COVID-19 Public Health Emergency.[11]

iv. Investments in Infrastructure: Treasury Guidance specifies that Fiscal Recovery Funds may be used to improve access to clean drinking water, improve wastewater and stormwater infrastructure systems, and provide access to high-quality broadband services.[12]

e. Additional guidance regarding eligible uses of Fiscal Recovery Funds, as well as impermissible uses (including for pensions or to offset revenue losses from tax reductions) is set forth in Treasury Guidance.

(5) LAWS, RULES, REGULATIONS, AND POLICIES

a. Performance under this Agreement is subject to the applicable provisions of 2 CFR Part 200, entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" including the cost principles and restrictions on general provisions for selected items of cost.

i. The following 2 CFR policy requirements apply to this assistance listing[13]:

- Subpart B, General provisions;
- Subpart C, Pre-Federal Award Requirements and Contents of Federal Awards;
- Subpart D, Post Federal; Award Requirements;
- Subpart E, Cost Principles; and
- Subpart F, Audit Requirements.

ii. The following 2 CFR policy requirements also apply to this assistance listing: 2 C.F.R. Part 25, Universal Identifier and System for Award Management; 2 C.F.R. Part 170, Reporting Subaward and Executive Compensation Information; and 2 C.F.R. Part 180, OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement). The following 2 CFR Policy requirements are excluded from coverage under this assistance listing: For 2 C.F.R. Part 200, Subpart C; 2 C.F.R. § 200.204 (Notices of Funding Opportunities); 2 C.F.R. § 200.205 (Federal awarding agency review of merit of proposal); 2 C.F.R. § 200.210 (Pre-award costs);and 2 C.F.R. § 200.213 (Reporting a determination that a non-Federal entity is not qualified for a Federal award). For 2 C.F.R. Part 200, Subpart D, the following provisions do not apply to the SLFRF program: 2 C.F.R. § 200.308 (revision of budget or program plan); 2 C.F.R. § 200.309 (modifications to period of performance); C.F.R. § 200.305 (b)(8) and (9) (Federal Payment).

b. In addition to the foregoing, the Recipient and the Division will be governed by all applicable State and Federal laws, rules and regulations, including those identified in Attachment C. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

(6) NOTICES

a. All notices under this Agreement shall be made in writing to the individuals designated in this paragraph. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the new name, title and contact information of the new representative will be promptly provided to the other party, and no modification to this Agreement is required.

b. In accordance with section 215.971(2), Florida Statutes, the Division's Program Manager will be responsible for enforcing performance of this Agreement's terms and conditions and will serve as the Division's liaison

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[10] *Id.*

[11] *Id.* at 26799

[12] *Id.* at 26802

[13] As defined in 2 C.F.R. § 200.1

with the Recipient. As part of his/her duties, the Program Manager for the Division will monitor and document Recipient performance.

c. The Division's Program Manager for this Agreement is:

Erin White
Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100
Telephone: 850-815-4458
Email: Erin.White@em.myflorida.com

d. The name and address of the representative responsible for the administration of this Agreement is:

Melissa Shirah
Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100
Telephone: 850-815-4455
Email: Melissa.Shirah@em.myflorida.com

e. The contact information of the representative of the Recipient is:

Authorized Representative:

Title:

Address:

Telephone:

Email:

(7) PAYMENT

a. In order to obtain funding under this Agreement, the Recipient must file with the Division Program Manager information and documentation, including but not limited to the following:
   i. Local government name, Entity's Taxpayer Identification Number, DUNS number, and address;
   ii. Authorized representative name, title, and email;
   iii. Contact person name, title, phone, and email;
   iv. Financial institution information (e.g., routing and account number, financial institution name and contact information);
   v. Total NEU budget (defined as the annual total operating budget, including general fund and other funds, in effect as of January 27, 2020) or top-line expenditure total (in exceptional cases in which the NEU does not adopt a formal budget);
   vi. Signed Assurances of Compliance with Title VI of the Civil Rights Act of 1964. (Attachment D); and
   vii. Signed Award Terms and Conditions Agreement (Attachment E).

b. Payment requests must include a certification, signed by an official who is authorized to legally bind the Recipient, which reads as follows:

> By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729–3730 and 3801–3812).

(8) RECORDS

a. As a condition of receiving state or federal financial assistance, and as required by sections 20.055(6)(c) and 215.97(5)(b), Florida Statutes, the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Recipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Recipient's personnel for the purpose of interview and discussion related to such documents. For the purposes of this section, the term "Recipient" includes employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement.
b. The Recipient shall maintain all records related to this Agreement for the period of time specified in the appropriate retention schedule published by the Florida Department of State. Information regarding retention schedules can be obtained at: http://dos.myflorida.com/library-archives/records-management/general-records-schedules/.
c. Florida's Government in the Sunshine Law (section 286.011, Florida Statutes) provides the citizens of Florida with a right of access to governmental proceedings and mandates three, basic requirements: (1) all meetings of public boards or commissions must be open to the public; (2) reasonable notice of such meetings must be given; and (3) minutes of the meetings must be taken and promptly recorded.
d. Florida's Public Records Law provides a right of access to the records of the state and local governments as well as to private entities acting on their behalf. Unless specifically exempted from disclosure by Florida Statute, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency) in conjunction with official business which are used to perpetuate, communicate, or formalize knowledge qualify as public records subject to public inspection.

IF THE RECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE RECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (850) 815-4156, Records@em.myflorida.com, or 2555 Shumard Oak Boulevard, Tallahassee, FL 32399.

(9) AUDITS

a. In accounting for the receipt and expenditure of funds under this Agreement, the Recipient must follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 CFR §200.49, "GAAP has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB).
b. When conducting an audit of the Recipient's performance under this Agreement, the Division must use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 CFR §200.50, "GAGAS, also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits.
c. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of and strict compliance with this Agreement and with Section 603(c) of the Social Security Act, the Recipient will be held liable for reimbursement to the Secretary of all funds used in violation of these applicable regulations and Agreement provisions within thirty (30) days after the Division has notified the Recipient of such non-compliance.
d. The Recipient must have all audits completed by an independent auditor, which is defined in section 215.97(2)(i), Florida Statutes, as "an independent certified public accountant licensed under chapter 473." The independent auditor must state that the audit complied with the applicable provisions noted above. The audits must be received by the Division no later than nine months from the end of the Recipient's fiscal year.
e. The Recipient must send copies of reporting packages required under this paragraph directly to each of the following:
    i.

The Division of Emergency Management
DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

ii.

The Auditor General
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

f. Fund payments are considered to be federal financial assistance subject to the Single Audit Act and the related provisions of the Uniform Guidance.

(10) REPORTS

a. The Recipient must provide the Secretary with periodic reports providing a detailed accounting of the uses of such funds by such non-entitlement unit of local government including such other information as the Secretary may require for administration of the Coronavirus Local Fiscal Recovery Fund. Concurrently, Recipients must provide to the Division a copy of the report given to the Secretary.
b. Failure by Recipient to submit all required reports and copies may result in the Division's withholding of further payments until all such documents are submitted to the Division and deemed to be satisfactory.
c. The Recipient must provide additional program updates or information if requested by the Division.

(11) LIABILITY.

Any Recipient which is a state agency or subdivision, as defined in section 768.28, Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity applies. Nothing herein will be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of this Agreement.

(12) TERMINATION

a. The Division may terminate this Agreement immediately for cause upon written notice to Recipient. Cause includes, but is not limited to, misuse of funds, fraud, non-compliance with ARPA, Treasury Guidance, or other applicable rules, laws and regulations, or failure by the Recipient to afford timely public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Florida Statutes.
b. The Division may terminate this Agreement for convenience upon thirty (30) days' prior written notice to Recipient.
c. In the event this Agreement is terminated, the Recipient must not incur new obligations for the terminated portion of this Agreement after it has received the notification of termination. The Recipient must cancel as many outstanding obligations as possible. Obligations incurred after receipt of the termination notice will be disallowed. The Recipient will not be relieved of liability to the Division because of any breach of this Agreement by the Recipient. The Division may, if and to the extent permitted by ARPA and Treasury Guidance, withhold payments to the Recipient for the purpose of set-off until the exact amount due the Division from the Recipient is determined and resolved.

(13) MISCELLANEOUS

a. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials is incorporated by reference. The inaccuracy of the submissions

or any material changes will, at the option of the Division and with thirty (30) days written notice to the Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Recipient.

b. This Agreement must be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement will be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision is null and void to the extent of the conflict, and is severable, but does not invalidate any other provision of this Agreement.
c. Any power of approval or disapproval granted to the Division under the terms of this Agreement will survive the term of this Agreement.
d. This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.
e. The Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.
f. The Recipient must comply with any Statement of Assurances incorporated as Attachment D.
g. Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of $25,000.00 for a period of thirty-six (36) months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.
h. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with Chapter 216, Florida Statutes, or the Florida Constitution.
i. All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.
j. Any bills for travel expenses must be submitted in accordance with section 112.061, Florida Statutes.
k. This Agreement, upon execution, contains the entire agreement of the parties and no prior written or oral agreement, express or implied, shall be admissible to contradict the provisions of this Agreement.
l. This Agreement may not be modified except by formal written amendment executed by both of the parties.
m. If the Recipient is allowed to temporarily invest any advances of funds under this Agreement, they must use the interest earned or other proceeds of these investments only to cover expenditures incurred in accordance with section 603 of the Social Security Act and the Guidance on eligible expenses. If a government deposits Fiscal Recovery Fund payments in a government's general account, it may use those funds to meet immediate cash management needs provided that the full amount of the payment is used to cover necessary expenditures. Fund payments are not subject to the Cash Management Improvement Act of 1990, as amended. The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Recipient of the employment provisions contained in Section 274A(e) of the INA will be grounds for unilateral cancellation of this Agreement by the Division.
n. The Recipient is subject to Florida's Government in the Sunshine Law (section 286.011, Florida Statutes) with respect to the meetings of the Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board. All of these meetings must be publicly noticed, open to the public, and the minutes of all the meetings will be public records, available to the public in accordance with Chapter 119, Florida Statutes.
o. All expenditures of state or federal financial assistance must be in compliance with the laws, rules and regulations applicable to expenditures of State funds, including but not limited to, the Reference Guide for State Expenditures.
p. In accordance with section 215.971(1)(d), Florida Statutes, the Recipient may expend funds authorized by this Agreement only for allowable costs resulting from obligations incurred during the specific agreement period.

q. Any balances of unobligated cash that have been advanced or paid that are not authorized to be retained for direct program costs in a subsequent period must be refunded to the Secretary.
r. If the purchase of the asset was consistent with the limitations on the eligible use of Fiscal Recovery Funds provided by ARPA and Treasury Guidance, the Recipient may retain the asset. If such assets are disposed of prior to December 31, 2024, the proceeds would be subject to the restrictions on the eligible use of Fiscal Recovery Funds provided by ARPA.

(14) LOBBYING PROHIBITION

a. 2 CFR §200.450 prohibits reimbursement for costs associated with certain lobbying activities.
b. Section 216.347, Florida Statutes, prohibits "any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency."
c. No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.
d. The Recipient certifies the following:
    i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

    ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Recipient must complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."
    iii. The Recipient must require that this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Recipients shall certify and disclose.
    iv. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

(15) REQUIRED CONTRACTUAL PROVISIONS

a. EQUAL OPPORTUNITY EMPLOYMENT
    i. In accordance with 41 CFR §60-1.4(b), the Recipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

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

        1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

a. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
4. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. The contractor will include the portion of the sentence immediately preceding paragraph 1(a)(ii) of this section and the provisions of subparagraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

b. COPELAND ANTI-KICKBACK ACT

i. The Recipient hereby agrees that, unless exempt under Federal law, it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, the following clause:

"Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 CFR pt. 3 as may be applicable, which are incorporated by reference into this contract."

ii. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause in subsection b(i) above and such other clauses as the Secretary may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

iii. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 CFR § 5.12.

c. CONTRACT WORK HOURS AND SAFETY STANDARDS

If the Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds $100,000 and involves the employment of mechanics or laborers, then any such contract must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

d. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

If the Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds $150,000, then any such contract must include the following provision:

"Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA)."

e. SUSPENSION AND DEBARMENT

If the Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following provisions:

i. This contract is a covered transaction for purposes of 2 CFR pt. 180 and 2 CFR pt. 3000. As such the contractor is required to verify that neither the contractor, its principals (defined at 2 CFR § 180.995), nor its affiliates (defined at 2 CFR § 180.905) are excluded (defined at 2 CFR § 180.940) or disqualified (defined at 2 CFR § 180.935).

ii. The contractor must comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction into which it enters.

iii. This certification is a material representation of fact relied upon by the Division. If it is later determined that the contractor did not comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, in addition to remedies available to the Division, the Federal Government may pursue available remedies, including, but not limited to, suspension and/or debarment.

iv. The bidder or proposer agrees to comply with the requirements of 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

f. BYRD ANTI-LOBBYING AMENDMENT

If the Recipient enters into a contract using funds authorized by this Agreement, then any such contract must include the following clause:

"Byrd Anti-Lobbying Amendment, 31 USC § 1352 (as amended). Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Recipient."

(16) ATTACHMENTS. The parties agree to, and incorporate as though set forth fully herein, the following exhibits and attachments:

Exhibit 1	Funding Sources
Attachment A	ARPA Coronavirus Local Fiscal Recovery Fund Eligibility Certification
Attachment B	Certification Regarding Lobbying
Attachment C	Program Statutes and Regulations
Attachment D	Statement of Assurances
Attachment E	Award Terms and Conditions

(17) LEGAL AUTHORIZATION. The Recipient certifies that its governing body has authorized the Recipient's execution of this Agreement and that the undersigned person has the authority to legally execute and bind the Recipient to the terms of this Agreement.

RECIPIENT
Leesburg, City of

By:

Name and title:
Date:
FEIN : 596000362
DUNS : 113889752

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____
Name and Title: **Kevin Guthrie, Director**
Date: _____

Exhibit 1

Funding Sources

STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT, SUBJECT TO SECTION 215.97, FLORIDA STATUTES, CONSIST OF THE FOLLOWING:

State Project -

State awarding agency: Florida Division of Emergency Management
Catalog of State Financial Assistance title: Coronavirus State and Local Fiscal Recovery Funds (CSFRF)
Catalog of Federal Domestic Assistance number: 21.027
Amount of State Funding: **$11,855,707.00**

Attachment A

ARPA Coronavirus Local Fiscal Recovery Fund Eligibility Certification

I, , am the Authorized Agent of Leesburg, City of **("Recipient") and I certify that:**

1. I have the authority on behalf of the Recipient to request fund payments from the State of Florida ("State") for federal funds appropriated pursuant to section 603 of the Social Security Act, as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2, Title VI (March 11, 2021).

2. I have submitted to the State the Recipient's Total Budget in effect as of January 27, 2020, as defined by the United States Department of the Treasury, the annual operating budget including general fund and other funds.

3. I understand that the State will rely on this certification as a material representation in making grant payments to the Recipient.

4. I acknowledge that the Recipient should keep records sufficient to demonstrate that the expenditure of funds it has received is in accordance with section 603(a) of the Social Security Act.

5. I acknowledge that all records and expenditures are subject to audit by the United States Department of Treasury's Inspector General, the Florida Division of Emergency Management, and the Florida State Auditor General, or designee.

6. I acknowledge that the Recipient has an affirmative obligation to identify and report any duplication of benefits. I understand that the State has an obligation and the authority to de-obligate or offset any duplicated benefits.

7. I acknowledge and agree that the Recipient shall be liable for any costs disallowed pursuant to financial or compliance audits of funds received.

8.I acknowledge that if the Recipient has not obligated the funds it has received to cover costs that were incurred by December 31, 2024, as required by the statute, those funds must be returned to the United States Department of the Treasury.

9. I acknowledge that the Recipient's proposed uses of the funds provided as grant payments from the State by federal appropriation under section 603 of the Social Security Act will be used only to cover those costs that:

> **a. to respond to the public health emergency with respect to the Coronavirus Disease 2019 (COVID–19) or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality;**
>
> **b. to respond to workers performing essential work during the COVID–19 public health emergency by providing premium pay to eligible workers of the metropolitan city, non-entitlement unit of local government, or county that are performing such essential work, or by providing grants to eligible employers that have eligible workers who perform essential work;**
>
> **c. for the provision of government services to the extent of the reduction in revenue of such metropolitan city, non-entitlement unit of local government, or county due to the COVID–19 public health emergency relative to revenues collected in the most recent full fiscal year of the metropolitan city, non-entitlement unit of local government, or county prior to the emergency; or**
>
> **d. to make necessary investments in water, sewer, or broadband infrastructure.**

In addition to each of the statements above, I acknowledge on submission of this certification that my jurisdiction has incurred eligible expenses during the period that begins on March 3, 2021 and ends on December 31, 2024.

By:

Signature:

Title:

Date:

Attachment B

Certification Regarding Lobbying

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence any officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. Sec. 1352 (as amended by the Lobbying Disclosure Act of 119). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Recipient, , certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Recipient understands and agrees that the provisions of 31 U.S.C. Sec. 3801 *et seq.* apply to his certification and disclosure, if any.

By:

Signature:

Title:_

Date:_

Attachment C

Program Statutes and Regulations

42 U.S.C. 801 Social Security Act	Coronavirus State and Local Fiscal Recovery Funds
Title 31, Part 35, Code of Federal Regulations	Treasury Interim Final Rule
Section 215.422, Florida Statutes	Payments, warrants, and invoices; processing time limits; dispute limitation; agency or judicial branch compliance
Section 215.971, Florida Statutes	Agreements funded with federal and state assistance
Section 216.347, Florida Statutes	Disbursement of grant and aids appropriations for lobbying prohibited
CFO MEMORANDUM NO. 04 (2005-06)	Compliance Requirements for Agreements

OMB Approved No. 1505-0271
Expiration Date: November 30, 2021

ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

ASSURANCES OF COMPLIANCE WITH TITLE VI OF THE

CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, the recipient named below (hereinafter referred to as the "Recipient") provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to the Recipient's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Recipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Recipient's program(s) and activity(ies), so long as any portion of the Recipient's program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. Recipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
2. Recipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Recipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Recipient shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Recipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Recipient's programs, services, and activities.
3. Recipient agrees to consider the need for language services for LEP persons when Recipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit http://www.lep.gov.

4. Recipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Recipient and Recipient's successors, transferees, and assignees for the period in which such assistance is provided.
5. Recipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Recipient and the Recipient's sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

   The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

6. Recipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Recipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Recipient for the period during which it retains ownership or possession of the property.

7. Recipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Recipient shall comply with information requests, on-site compliance reviews and reporting requirements.

8. Recipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Recipient also must inform the Department of the Treasury if Recipient has received no complaints under Title VI.

9. Recipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other

agreements between the Recipient and the administrative agency that made the finding. If the Recipient settles a case or matter alleging such discrimination, the Recipient must provide documentation of the settlement. If Recipient has not been the subject of any court or administrative agency finding of discrimination, please so state.

10. If the Recipient makes sub-awards to other agencies or other entities, the Recipient is responsible for ensuring that sub-recipients also comply with Title VI and other applicable authorities covered in this document State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that that they are effectively monitoring the civil rights compliance of sub- recipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

Under penalty of perjury, the undersigned official(s) certifies that official(s) has read and understood the Recipient's obligations as herein described, that any information submitted in conjunction with this assurances document is accurate and complete, and that the Recipient is in compliance with the aforementioned nondiscrimination requirements.

_____ _____

Leesburg, City of Date

_____

Signature of Authorized Official

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 30 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

OMB Approved No. 1505-0271
Expiration Date: November 30, 2021

U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS

Recipient name and address:

Leesburg, City of

Address:

DUNS Number: 113889752

Taxpayer Identification Number: 596000362

Assistance Listing Number: 21.027

Sections 602(b) and 603(b) of the Social Security Act (the Act) as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) authorize the Department of the Treasury (Treasury) to make payments to certain recipients from the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund.

Recipient hereby agrees, as a condition to receiving such payment from Treasury, to the terms attached hereto.

Recipient: Leesburg, City of

_____

Authorized Representative:

Title:

Date signed:

U.S. Department of the Treasury:

_____

Authorized Representative:

Title:

Date:

PAPERWORK REDUCTION ACT NOTICE
The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 15 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS LOCAL FISCAL RECOVERY FUND
AWARD TERMS AND CONDITIONS

1. Use of Funds.
   a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.

   b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.

2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.

3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.

4. Maintenance of and Access to Records
   a. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.

   b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.

   c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.

5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.

6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.

7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.

8. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

9. Compliance with Applicable Law and Regulations.

a. Recipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.

b. Federal regulations applicable to this award include, without limitation, the following:

i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.

ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.

iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.

iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.

vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.

vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.

viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C.
§§ 4601-4655) and implementing regulations.

ix. Generally applicable federal environmental laws and regulations.

c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:

i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and

Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;

iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;

iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and

v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

10. Remedial Actions. In the event of Recipient's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.

11. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

12. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

13. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."

14. Debts Owed the Federal Government.

a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are

determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.

b. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

15. Disclaimer.

a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.

b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

16. Protections for Whistleblowers.

a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

b. The list of persons and entities referenced in the paragraph above includes the following:

i. A member of Congress or a representative of a committee of Congress;
ii. An Inspector General;
iii. The Government Accountability Office;
iv. A Treasury employee responsible for contract or grant oversight or management;
v. An authorized official of the Department of Justice or other law enforcement agency;
vi. A court or grand jury; or
vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR

19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the- job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.