

**AGENDA
CITY COMMISSION MEETING
CITY HALL, 501 W MEADOW STREET
MONDAY, AUGUST 12, 2024 5:30 PM**

1. CALL TO ORDER

INVOCATION

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

2. PROCLAMATIONS

A. Leesburg Lightning FCSL Championship

3. PRESENTATIONS:

A. Susan Street Project Update - Halff

4. PUBLIC COMMENTS:

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

5. CONSENT AGENDA:

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

A. CITY COMMISSION MEETING MINUTES:

1. Regular meeting held July 22, 2024

B. PURCHASING ITEMS:

1. None

C. RESOLUTIONS:

- 1. Resolution of the City Commission of the City of Leesburg, Florida hiring Gray Robinson Attorney's Advisors Consultants to Represent the City of Leesburg before the State of Florida on issues trelatedothe Executive and Legislative Branches of Government; and providing an effective date.**
- 2. Resolution of the City Commission of the City of Leesburg, Florida, Authorizing and Directing the Mayor and City Clerk to execute an agreement for School Resource Officer (SRO) services to be provided to Lake County School Board – Leesburg Schools - for the 2024-25 school year starting in August 2024; and providing an effective date.**
- 3. Resolution of the City Commission of the City of Leesburg, Florida, accepting a Utility Easement to the City of Leesburg from Ring Power Corporation, for the purpose of granting the City an Easement over the property described therein; and providing an effective date.**
- 4. Resolutions authorizing execution of Amendment 1 to FDOT Public Transportation Grant Agreement 438449-1-94-01, execution of a Task Order with AVCON, Inc., for construction oversight, and execution of a construction services agreement with Bulldog Sitework, LLC, for Phase I Hangar project at the Leesburg International Airport; and providing an effective date.**
 - a. Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute Amendment 1 to Public Transportation Grant Agreement FM No. 438449-1-94-01, between the City of Leesburg and the State of Florida Department of Transportation, for the purpose of adding additional funding for construction of Phase I, Aircraft hangar buildings and associated taxilanes project, at the Leesburg International Airport; and providing an effective date.**
 - b. Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute a Task Order with AVCON, Inc., for construction oversight services, for Phase I Hangar Infrastructure, at the Leesburg International Airport; and providing an effective date.**
 - c. Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute a construction services agreement with Bulldog Sitework, LLC, for Phase I Hangar Infrastructure project, at the Leesburg International Airport, for an amount not to exceed \$1,849,637.13; and providing**

an effective date.

5. **Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute an Electric Service Agreement between the City of Leesburg and Garden Street Communities Southeast, LLC, regarding electric service to a development known as Arbor Park, Phase 1; and providing an effective date.**
6. **Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and the City Clerk to execute the Third Amendment to the Interlocal Agreement between Lake County, Florida and the City of Leesburg relating to the provision of library services; and providing an effective date.**
7. **Resolution of the City Commission of the City of Leesburg, Florida authorizing the termination and release of the Participation Agreement for the Final Phase III Solar Rate Commitment between the City of Leesburg, Florida and Florida Municipal Power Agency; and providing an effective date.**
8. **Resolution of the City Commission of the City of Leesburg, Florida authorizing the Leesburg Police Department to apply for and, if awarded, accept an Edward Byrne FY 2023 (2024) Countywide Solicitation Grant from the U.S. Department of Justice (JAG) to defray cost for Forensic RFID Blocker systems for the proper storage and protection of electronic devices seized as evidence; and providing an effective date.**
9. **Resolution of the City Commission of the City of Leesburg, Florida authorizing the Leesburg Police Department to apply for and, if awarded, accept a FY 2024-25 Drone Replacement Program Grant from the Florida Department of Law Enforcement (FDLE) to pay costs associated with the replacement of non-compliant drones (sUAS) currently in department inventory; and providing an effective date.**
10. **Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute an Agreement for Utility Construction between the City of Leesburg and Integra Isles, LLC.; and providing an effective date.**
11. **Resolution of the City Commission of the City of Leesburg, Florida, authorizing the City Manager to enter into a loan agreement with the Department of Environmental Protection under the State Revolving Fund for project financing forgiveness for \$19M under the SAHFI, Supplemental Funding for Hurricanes Fiona and Ian, State Revolving Fund Loan Program; and providing an effective date.**

12. **Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute an amendment to the Agreement of Purchase and Sale between the City of Leesburg and Blurock Development, LLC to extend the governmental approval period and closing date and reduce the purchase price by \$150,000.00; approving certain deposit payments; and providing an effective date.**

6. PUBLIC HEARINGS AND NON-ROUTINE ITEMS:

A. SECOND READING OF ORDINANCES

1. **An Ordinance of the City of Leesburg, Florida, annexing certain real property consisting of approximately 40.61 +/- acres; and being generally located north of North Shore Drive and west of Beverly Point Road, lying in Section 14, Township 19 South, Range 24 East, Lake County, Florida, providing that said property so annexed shall be liable for its proportionate share of the existing and future indebtedness of said city; providing that such annexed property shall be subject to all laws and ordinances of said city as if all such territory had been a part of the City of Leesburg at the time of passage and approval of said laws and ordinances; providing that such annexed territory shall be placed in City Commission District 5; and providing an effective date. (North Shore Caras Cove ANNX)**
2. **An Ordinance amending the Future Land Use Map of the Comprehensive Plan of the City of Leesburg, changing the Future Land Use Map Designation of certain property containing 40.61 +/- acres from Lake County Urban Medium Density to City of Leesburg Conservation and Estate Residential, for a property generally located north of North Shore Drive and west of Beverly Point Road, lying in Section 14, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date. (North Shore Caras Cove SSCP)**
3. **An Ordinance of the City of Leesburg, Florida, changing the zoning of approximately 40.61 +/- acres from Lake County C-1 (Neighborhood Commercial) to City of Leesburg PUD (Planned Unit Development), for a property generally located north of North Shore Drive and west of Beverly Point Road; lying in Section 14, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date. (North Shore Caras Cove PUD)**
4. **An Ordinance of the City of Leesburg, Florida, annexing certain real property consisting of approximately 49.12 +/- acres, and being generally located north of Poe Street and south of County Road 473, lying in Section 02, Township 19 South, Range 25 East, Lake County, Florida; providing that said property so annexed shall be liable for its proportionate share of the existing and future indebtedness of said city; providing that such**

annexed property shall be subject to all laws and ordinances of said city as if all such territory had been a part of the City of Leesburg at the time of passage and approval of said laws and ordinances; providing that such annexed territory shall be placed in City Commission District 5; and providing an effective date. (ANNX Poe Street Subdivision)

5. **An Ordinance amending the Future Land Use Map of the Comprehensive Plan of the City of Leesburg, changing the Future Land Use Map Designation of certain property containing 49.12 +/- acres from Lake County Urban Low Density to City of Leesburg Estate Residential, for a property generally located north of Poe Street and south of County Road 473, lying in Section 02, Township 19 South, Range 25 East, Lake County, Florida; and providing an effective date. (SSCP Poe Street Subdivision)**
6. **An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 49.12 +/- acres from Lake County CFD (Community Facility District) and R-6 (Urban Residential District) to City of Leesburg PUD (Planned Unit Development) to allow for a residential subdivision for a property generally located north of Poe Street and south of County Road 473, lying in Section 02, Township 19 South, Range 25 East, Lake County, Florida; and providing an effective date. (PUD Poe Street Subdivision)**
7. **An Ordinance of the City of Leesburg, Florida, consenting to the inclusion of the City of Leesburg, Florida, within the Countywide Municipal Service Taxing Unit for the provision of Ambulance and Emergency Medical Services, as adopted by the Board of County Commissioners of Lake County, Florida; providing for the City to be included within said M.S.T.U. for a specific term of years; providing for conflicts; and providing an effective date.**

B. FIRST READING OF ORDINANCES

1. **None**

C. NON-ROUTINE ITEMS

1. **City Manager Evaluation**

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 2024

8. CITY ATTORNEY ITEMS:

9. CITY MANAGER ITEMS:

10. ROLL CALL:

11. ADJOURN:

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

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

**AGENDA MINUTES
CITY COMMISSION MEETING
CITY HALL, 501 W MEADOW STREET
MONDAY, JULY 22, 2024 5:30 PM**

1. CALL TO ORDER

The City of Leesburg Commission held a regular meeting on Monday, July 22, 2024, at Leesburg City Hall. Mayor Burry called the meeting to order at 5:30 p.m. with the following members present:

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

Commissioner Mike Pederson was absent. Also present, were City Manager (CM) Al Minner, City Clerk (CC) J. Andi Purvis, City Attorney (CA) Grant Watson, Deputy City Clerk (DCC) Anna Rottermond, the news media, and others.

INVOCATION

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

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

2. PROCLAMATIONS:

A. None

3. PRESENTATIONS:

A. Text My Government by Sonja Shaffer, Helpdesk Manager

Help Desk Manager (HDM) Sonja Vicchiollo said she was there to provide a presentation about some notification initiatives that the IT division has been working on. Currently, the city utilizes two notification systems; TextMyGov and TextPower, which the electric director touched on at the last city commission meeting. Last month, Commissioner Reisman brought up SeeClickFix, which has been kicked around over the past year.

SeeClickFix is an avenue for citizens to report public works or code enforcement type issues. Once that issue is reported, they are able to see the actions that staff have taken in real time. This is not a

notification system, it is a CRM system. It does have notification capabilities, but in order to receive the notifications, you have to download the application to your cellphone and set up the notification alerts. If they want to inform citizens about emergencies, they would need to set up an additional module for that to work. Currently, the city uses TextPower and TextMyGov.

TextPower is a notification system that is specifically used for electric/utility usage. This system allows citizens to text in words, such as power outage, and that would trigger an automatic status response throughout the duration of the outage. A citizen can text the keyword power, the system will recognize that phone number, and know where they live. It will send updates about the outage until the power has been restored. The system also has geotargeting. During an outage, the geotargeting circles a perimeter on the map and finds the customers within that perimeter, and if we have their phone numbers, the system will send out a notification saying we are aware of an outage in that area. We could do that manually with TextPower, but it would take an export/import from one database to another. It would take time to set up, but that is not ideal to use during an event. When the infrastructure is up-to-date, it will happen automatically, so as soon as the responder system recognizes an outage it will pull the phone numbers and blast out a text.

TextMyGov is used for all other notifications. It is currently being used to handle general alerts. For example, if a citizen texts the word bill or hours, they will receive an automatic response based on those keywords. At this time, IT staff hope they are receiving relevant information based on the keywords used. Reporting and routing are code enforcement and public works issues. They set up a workflow, so if a citizen types the keyword pothole they are prompted by a thank you for reporting. Then the system asks them to provide the address or location of the pothole. It also asks if they can provide a brief description, it responds to that text saying their report is being routed to the appropriate department. It also has group push notifications. There were previous discussions about the city notifying people and this is the program they were most likely referring to. The reason some people did not receive that notification was because they were not opted into that subscription group. We have two avenues for notifying people; geotargeting, which forces them to get a text message, and we have the general texts that citizens opt into. With the opt-in feature, there are three groups; general alerts, which are used to send out boil water notices, things like that. We also have events and aquatics and both of these are used quite frequently. If someone wants general alerts, they have to opt in to that subscription, so when we send out a notification to that general group, they will get it. When they first sent out the boil notice alert, they sent it to ninety people because that was the number of citizens signed up for those alerts and by the time the event ended they had ninety-nine people signed up for those alerts. This happens a lot when it comes to hurricanes. People will opt in for the general alerts during the hurricane season, then they will opt out after the season is over. That is the difference between geotargeting and opt-in. It is a choice, and it is a choice that the staff does not make. It is a choice that the citizen needs to make. If they want to force notifications, they could do that.

Providing some examples, she showed a text that was received on TextMyGov where someone texted the keyword aquatic hours, and the system automatically sent back the response giving the hours and costs along with the link to the city website where further information on their keywords can be found. One of the main goals IT has is keeping consistent branding and messaging, and they always want to drive them back to the website. Almost every reply that is sent out includes a tag back to the website. When it came to the fireworks, someone texted the word fireworks, so they received updates on the fireworks. Everyone knew there were rain delays, so people subscribed to events so they could receive alerts regarding the fireworks.

Referring to a slide, she showed the top keywords; and bill was at the top. They receive a lot of inquiries about billing. They want to know how to pay their bill and how to set up service. Of course, they receive

a text back informing them what they need to do, and they drive them back to the website because the data on the website is consistent. She showed an example of a workflow where someone reported a pothole, and the first line back is what everyone receives the first time they opt in or the first time they hit subscription. We say hello, and provide some directions. They also provide some information about using the system.

Referring to a slide, she showed a message that was sent to the public works department. These messages are sent to the appropriate department as soon as they are finished texting. Again, the boil water notice that was sent out went to ninety people at the direction of the public works director, who called and asked for that notice to be sent out. IT will never send out a notice automatically because we want to be careful with general alerts because they are used for emergency purposes. They do not want to inundate people.

Referring to another slide, she showed the top ten keywords for July, which were bill, pool, and power. The keywords stay pretty consistent every month. That seems to be the information most people are looking for. In July, she noted that Star Spangled Spectacular and pipe burst were keywords used because those were two things that happened in July. This type of technology is not infallible, it does take some massaging and, obviously, we do not have the Star Spangled Spectacular every month, so someone has to go in and enter that information into the system. They have a staff member who checks these programs every morning, they look at the keywords to try and recognize unrecognized texts that come in. They adjust the responses daily based on keywords that come in. They cannot always perceive how people will ask for information, but for the most part, people are utilizing this. They have not done any campaigns to let people know this is available. It is on the website, and it has been there for a while. It is available on the very top banner of the city website homepage. They did a minor Facebook blast when it was first rolled out about eighteen to twenty-four months ago. In the near future, they will send out a newsletter about this in the utility bills.

Mayor Burry asked when she says text, does the recipient use their cell phone and do they have to download an app? Is that a free app and are there costs associated with this? **HDM Vicchiollo** replied that SeeClickFix was the only app-driven product, but it was not a notification system. It is a free app that they could utilize without providing any information, but if they want to have a notification box, they will have to sign up. **Mayor Burry** questioned if they could use an email address to sign up and if notifications could be sent through emails from TextMyGov. **HDM Vicchiollo** responded that TextMyGov does not do that. Citizens have to go on their phones to enter the number, and they only have to text hello. With geotargeting, that data comes directly from our customer service database. They would monitor all phone numbers and addresses in order to do geotargeting, but that is if the commission was interested in doing that. Right now, they are not doing that because that would be a forced push on the citizens without them opting in. **Mayor Burry** wanted to clarify that over the last two years has the city been using this type of technology? **HDM Vicchiollo** pointed out that they have been using this technology, but it has been used quietly because nothing is infallible and these kinds of products require staff on the backend to watch and monitor so they can teach the software. They need to know what the citizens are asking for so they can program the system to respond appropriately. If they ever used a system where you have to text in a keyword, it does make total sense, but to receive a text back saying the system does not recognize what you are asking, and getting that same response over and over again is frustrating. It takes a good six months to a year to flush out any type of product like this. **Mayor Burry** wanted to verify that she said only ninety people were notified of the boil water alert. **HDM Vicchiollo** responded yes, that was the number of subscribers signed up at that time for general alerts. It does go up during hurricane season because people go on the website looking for information, and they sign up for general alerts. The number of people who sign up for general alerts shoots up by a few hundred during the hurricane season, then it falls off again because people do not want any more technology on their phones.

CM Minner stated that he asked the help desk manager to provide a presentation because she was more detail-centric when it comes to IT stuff. This presentation was driven by a response made by Commissioner Connell about the boil water notice. This was a lesson learned because we now know we need to push out information about the existing technology internally with other departments, as well as invite the public in to use it. They will do that with TextMyGov, a lesson has been learned, and we will endeavor to promote this. He will contact Lakefront TV to do some marketing along with sending out a newsletter with the utility bills. They will do this moving forward and the cost for TextMyGov was about eight thousand dollars per year. **HDM Vicchiollo** agreed. **CM Minner** continued to say that SeeClickFix was an application that Commissioner Reisman talked to him about after the last commission meeting. Right now, Eustis and Tavares use that system, but remember that one is a cellphone app. They can get messages out with TextMyGov, but the Cadillac version would be to marry TextMyGov and SeeClickFix together, but SeeClickFix has a cost of about fourteen and a half thousand dollars annually. **HDM Vicchiollo** said SeeClickFix was between fourteen and a half thousand dollars and seventeen thousand dollars. Their pricing is based on demographics and the number of citizens. They also have an additional notification portion, but she is weary of pushing out too many points of contact because messages can get skewed across platforms. We want consistent messages, but that is available. **CM Minner** said they were looking for direction from the commission. Do they want to push TextMyGov for now or do we want to invest in SeeClickFix too? The only hiccup was a small disconnect between TextPower and TextMyGov because we are trying to integrate TextPower into the IVR system and the Supervisory Control and Data Acquisition system (SCADA) at the electric department. There is a bit of a separation between electric and the other utilities, including water and sewer, because the system that electric uses is a little different from what public works uses. **HDM Vicchiollo** added they currently use TextPower, but she did not have the price for that system. The glorious thing about TextPower is that it can be integrated with our responder system. The responder system basically knows when there is an outage or when a transformer goes down, and it intuitively says we have a probability of this many houses being down. When we have that infrastructure in place in a few years, the responder system will automatically know which customers are affected and if we have their phone numbers, TextPower will send a notification to those customers. They can do that manually now, but it would be really difficult to do that during an event. The goal of TextPower is to have the responder system automatically know who is out and send them a text message. **Commissioner Berry** asked if TextPower only lets customers know when there is an outage or can a customer text TextPower to say they have an outage? **HDM Vicchiollo** answered that when a citizen texts TextPower about an outage, that starts the workflow. That citizen will then receive notifications until the power has been restored. Right now, the citizen has to initiate that communication, but in the future it will not be necessary because the responder system will know who is out and TextPower will send out a text message to the customer affected. **Commissioner Reisman** asked when it comes to having the infrastructure in a few years, what are we talking about money-wise. **HDM Vicchiollo** said, money wise, it is a big figure, and they still have some work to do. **Mayor Burry** inquired about the directions. Did they want to know which avenue to take? **CM Minner** replied they wanted to know if the commission wanted to spend the money to do SeeClickFix, because with the numbers they were looking at around fourteen thousand dollars. It was not a crazy number, but that would be integrated through IT and IT is an allocated fund where all the departments pay a share of it. It would be a small cost spread across all departments. In his conversations with Ms. Vicchiollo, it seemed the easy, cheap fix was to do better with our current technology, and we will do that. Then the question is, do we want to add SeeClickFix? It is a small number, but they want the commission's input. They wanted to provide this information to the commission, so they could see they were trying to tackle the questions that had come up. **HDM Vicchiollo** said SeeClickFix is the bread and butter and what makes that product stand out is not on its notification side. If the goal was notifications, this would not be the product. SeeClickFix is a great app because if a citizen is out jogging, and they see a pothole, they can stop, open the app, and it will automatically geolocate them and put the address in the system for them. They could take a picture

and submit it. From the moment they hit submit, a little dot is placed on the map showing where the report was made. They will be able to see and follow the communication from staff and their efforts to fix the problem. They can watch the status of the report throughout the duration, and it archives everything. If they look at the City of Eustis or the City of Tavares app, they will see a bunch of little dots on the map. Those dots are problems or items the citizens have reported. They love this app, but this was not a notification system. **Commissioner Reisman** pointed out how that app opens communication between the public and city staff, and it helps keep them informed about what is going on. **Mayor Burry** agreed. **HDM Vicchiollo** reminded them that this was more of a public works application.

Commissioner Reisman agreed. **Mayor Burry** said the current notification process that has been worked on the last couple of years does not seem to be working, because we only sent out ninety texts during the boil water alert. **HDM Vicchiollo** agreed. It was a total failure and a lot of that was due to marketing awareness, which is a challenge with any product. If people do not know the product is available, they will not use it. **Mayor Burry** concurred and said that was why he was not sure about spending more money to fix something that has not been truly utilized yet. **Commissioner Berry** asked if they would send out a notification with the utility bills that explains this product, so people are aware.

CM Minner said yes, that was where they were heading. They will push the information out if they do not want to go with SeeClickFix. They will put out a newsletter, and a bulletin with the utility bills. He will talk to Lakefront TV about getting the information out on their TV station along with putting more information about this on the city website. Internally, they will have department conversations to make sure that public works is utilizing this for boil water notices. **Commissioner Berry** asked if the cost of SeeClickFix would be something the individual would pay for? **CM Minner** answered no. That was a free app for the residents. However, there would be a cost to the city to get that software up and running, and that cost was about fourteen thousand five hundred dollars per year. **Commissioner Berry** questioned the pricing of each product. **HDM Vicchiollo** said TextMyGov was about eighty-five hundred dollars and SeeClickFix was between fourteen thousand five hundred and seventeen hundred dollars.

Commissioner Reisman asked if TextMyGov would be easier for people to use even though they have to monitor all the keywords or would SeeClickFix be a better option since they do not have to use keywords. **HDM Vicchiollo** answered that SeeClickFix has some great landscapes when they open up the app for general announcements, and it would drive people back to the website. That application is very button-driven, which people like. On the other hand, TextMyGov has the ability to have as many keywords as we want so we can capture more inquiries and responses through that application.

Commissioner Reisman felt this was a lack of communication on the city's part because he has had TextMyGov for two years, and he has yet to receive an alert about anything. **Mayor Burry** asked if he knew he had to opt in. **Commissioner Reisman** said he has opted in for all of them. **Commissioner Berry** wanted to verify that he did not receive the boil water notice. **Commissioner Reisman** said no. He did not receive the boil water alert. **HDM Vicchiollo** said she looked for his phone number specifically.

Commissioner Reisman said he opted into Leesburg alerts and all the events, and he has not received one alert. **HDM Vicchiollo** said this conversation was driven by the city manager, but after the last city commission meeting, she went back to the office and pulled five people into her geomapping and sent them a text message. She forced that message out, which was an immediate response. She was curious to see why he was not receiving these texts. **Commissioner Reisman** asked if she could make a forced text message just once and if people want to opt out, they can? That way, everyone gets it, and they can choose to opt out. That would be an easy way to let everyone know. **Mayor Burry** thought that was a great idea. **Commissioner Reisman** said he personally liked SeeClickFix for public works and the ease for people walking and seeing a pothole or something that needs to be addressed. They could just take a picture, and it geolocates it. **HDM Vicchiollo** said she could provide statistics on that product because Tavares and Eustis both use it, and they have had it since about 2019. The City of Tavares has received about nine hundred reports submitted by citizens since 2019 and the City of Eustis has received about three hundred since 2019. Technology is a really hard sell to people at this point because we are so inundated with applications and having to sign up and remember different passwords. That is where

campaigns come in. We need to campaign more for TextMyGov or any app we use to let people know they have options. **Commissioner Connell** stated whichever application is easier to use works for him. We just need to do something to get notifications out. He was unaware that the city had these things, so the average citizen may not even know. We need to start with the utility bills. That would be a good option. **Mayor Burry** agreed. We need to get the information out to see if we can better penetrate before adding more steps. **HDM Vicchiollo** said they were not really pushing it because they wanted to massage it first to make sure what they were responding to was appropriate, but with the commissions go ahead, they will start a campaign. **Mayor Burry** asked if there were any other questions. There were 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.

Stephanie Jones, owner of Stephanie's Place with a Twist, said her business was located on Fourth Street. She had sent a certified letter addressed to Mayor Burry and the special events manager regarding Bikefest, and how that event affected her business. It was a complaint letter addressed to the special events manager and Mayor Burry. She also got in touch with Governor DeSantis about this. She has been a business owner for about thirty-eight years. Her business is a salon, store, and boutique. She is a cosmetologist, who has been located in downtown Leesburg since 2017. Her original business was established in 1986 and was located at 218 Mike Street. She asked for a certain amount of money from the City of Leesburg because she was affected by a popup wall in front of her business during Bikefest. The city issued a special permit for pop-up tents, which blocked her business during Bikefest, and led to a loss of revenue. She does not normally complain about anything, but she expected to make money during Bikefest. All businesses were welcome to participate in Bikefest, but her business was blocked by a popup wall. A majority of businesses were able to do their part, but there was no access to her business from Magnolia to Main Street. She was invited along with everybody else to participate in Bikefest to make money and she should have. In the past, when her business was blocked, she would complain and say something, then she would not be blocked anymore. This year her street was blocked, but the businesses across the street were able to participate. Her business was the only business that was not able to participate. She is always involved with doing things, not just with her business, because she helps the community and the homeless. She does quite a bit even though they may never hear about it. She is very well known for helping out.

Mayor Burry informed her that he had received the letter, and he spoke with the city manager about it. He apologized for her feeling that the city blocked off her business. This was the first year that our new entertainment division ran this event. He hoped that for future events more notice would be given, so this would not happen again. He was sorry that was how it worked out for her. Bikefest is a huge generator for businesses in the community and some sacrifices have to be made because electricity has to run somewhere, and things have to be set up to entice people to come and spend money. He apologized again for this event affecting her. With the Pine Street project, that project affected all the businesses in that area and the city could not offer them compensation because that road had to be improved. Again, he was sorry that happened, but the city cannot offer compensation. **Ms. Jones** said, without any disrespect, she was not concerned about Pine Street or any other street. She was just concerned about her business and how this affected her. The city gave out the permits and they blocked her business. She was invited as a business owner to be a part of Bikefest. She has no problem with the decisions made, but she should be compensated because her business is open every day. They came, and they made money, but she did not make any money. She is faithful to this city, and she has been here. She did not just open a beauty salon

or business, she has been here since 1986. In the email she received from the city manager he was being derogatory by telling her what she was not going to get. She told him that she would prefer to talk to the commission because he said she should just sue, but she had no intentions of suing the city. She did not care how little it may seem that she lost, but she should be compensated for her loss. She did not know if it was direct or indirect as to how it was set up, but it was wrong that her business was the only business that did not make money.

CM Minner stated the only thing he would add to her statement was that his response was not derogatory in any fashion. It was professional and succinct. He included the commission members in that email, so they saw his very succinct and direct response. He also apologized for that happening to her, but the city would not remunerate her for any losses. **Ms. Jones** reported that she deserves to be compensated. Continuing, **CM Minner** said in their conversation he provided her with other options and again his approach was direct, candid, and professional. The only word he would quibble with was derogatory, and that was some type of sliding, which it was not. Unfortunately, he had to deliver tough news, and he respected Ms. Jones opinion. **Commissioner Berry** inquired about the popup wall. **CM Minner** said she was referring to the vendor tents that were located in the street in front of her business. The pictures that Ms. Jones provided showed the back of a tent that was set up on Fourth Street. **Ms. Jones** said there was a row of tents. **CM Minner** believed the whole stretch of Fourth Street had tents. **Ms. Jones** interjected that across the street and on the side where Magnolia is, those businesses had the chance to make money and the business across the street made money, but her side was the side that was literally shut down. They could not tell there were any businesses back there unless they happened to fumble back there to get out of the crowd. It looked like her business did not exist. This was not something she just wanted to complain about, but that is what happened, and she was affected by it. **Commissioner Berry** wanted to know if there was notification given to the businesses? **Ms. Jones** responded there was a notice that said certain streets would be closed off to vehicular traffic. They did not close it off, they just put a tent up in front of her business. However, people were still able to walk up and down the road. **CM Minner** pointed out that the sidewalk behind the tent was still open. **Ms. Jones** argued that it was not open. They needed to look at her pictures because she put a lot of work into putting the pictures together. **CM Minner** responded that the definitions of circumstances were different because they were notified, and remuneration of businesses losing revenue during a city event or project is a very difficult conversation. Obviously, on occasion there are times when we disrupt private businesses, but obviously, the overwhelming position of the city is that special events or projects are done to increase business in the long term. That was the argument. We notified the businesses, and we followed a plan and perhaps next year that plan needs to be adjusted. The sidewalk was open, and there were vendor tents in front of the businesses, making it harder potentially for people to go to those businesses. As a result of all the things said, he very succinctly and candidly told Ms. Jones that he denied her request, as the city manager. He also informed her of other avenues she might want to take because she disagreed with that denial. Her next immediate option was to come before the commission as a sounding board for his denial. **Ms. Jones** stated the purpose of her coming to the commission was because she decided to go in and meet the city manager. They had a meeting and by the end of their conversation, she was not sure if he was offended. He gave her options at the very end of their conversation, and he let her know, smirking, what she could do. She said she was not trying to sue. He just needed to tell her what she could do, and he was like "you can sue, you can sue us," and she was like, "I am not going to do that." She asked what else she could do, and he told her about this meeting, and that was why she came. He also gave her another option and she was going to keep talking, but she did not want to keep talking because she may have said the wrong thing. She wanted to maintain peace when she left there. However, he did let her know there would be a meeting today and that was why she was there. She told the city manager that she would rather hear more than one person speak to her rather than hear him talk to her. When she got the first email, she was surprised it was from someone else rather than the person she sent it to. She was told the special events manager was out of town and that she would respond to her that Monday, and

before she could receive her response, he had already responded to that email. She never even had a chance to talk to her and that is what landed her there.

Mayor Burry asked if there were any other comments or questions? There were none. He thanked her for her comments. **Ms. Jones** then asked if this was the end of it. **Mayor Burry** said the city manager had already given her options. **Ms. Jones** asked if they would just prefer it if she sued the city? **Mayor Burry** pointed out that he would have preferred that everybody made all the money they possibly could at Bikefest. **Ms. Jones** responded that he could not have, because she did not make any money. **Mayor Burry** said he was sorry that her business suffered during Bikefest, but that event was put on for the greater benefit of the community as a whole. **Ms. Jones** told him he was wrong because her business was the only business that suffered and not to be racist, it was a black business, and it was the only business that was blocked. **Mayor Burry** apologized again for her business being blocked. **Ms. Jones** stated she would not accept any apology because she believed they did not really mean it. She appreciated them listening, but they were all wrong about her business being blocked. She did not like the answer that the city manager gave her because she thought he was rude and very disrespectful. She will leave now, and she will continue to do business in this city. She was not one to go around ignoring people in their businesses and making them feel bad because they lost money. Even if the city did not give her what she asked for, the commission should have given her back the money she lost. They saw the pictures so she should have gotten something.

Commissioner Berry asked if the special events manager was able to talk to Ms. Jones at all. **Ms. Jones**, from the audience, said she never communicated with her because the city manager butted in, and she has yet to hear from the special event manager. **Mayor Burry** clarified that her complaint was referred directly to the city manager, and he responded to that complaint. **Ms. Jones** commented that he did not address her concern. She was not one to argue, so she would leave because she did not want to go low, she would leave high. **Mayor Burry** thanked her for her comments.

Mario Perez Martinez of 2308 Edgewood Avenue said on May 30th a tree branch fell on a pole in his yard. He wanted to have it replaced, but they are charging him to fix it. That pole has been there since 1988 and the last time it was inspected was 2016. He wanted to know if there was a way the city could help with this. **CM Minner** suggested that he reach out to his office tomorrow. If there was some type of claim that needed to be filed, they would get it filed. **Stephanie Mejia**, his mother-in-law, said her daughter could not be there because she had just been released from the hospital. However, it was a cable line pole located on the front left side of the house facing out to the street. That cable line pole had been slanted for years, and when they went to cut down part of the tree to get the limbs off the wires, when they did that, a branch fell and hit the wire. That pole was so weak when it hit it, it just leaned the pole over. They had to get emergency services to come out and replace that pole. When they replaced the pole, they were told that the pole had not been inspected since 2016, and it is supposed to be inspected every two years. Now, they have a bill for \$3,800, and it was not their fault. **CM Minner** asked them to contact his office in the morning, and he would go over that with them in more detail.

5. **CONSENT AGENDA:**

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

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

The roll call vote was:

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

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

A. CITY COMMISSION MEETING MINUTES:

- 1. Regular meeting held July 8, 2024**

B. PURCHASING ITEMS:

- 1. None**

C. RESOLUTIONS:

- 1. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Leesburg Fire Department to apply for and accept, and purchase, if awarded, a grant from the Florida State Fire Marshal's Office for the purchase of two (2) 30 lb Washer-Extractor designed to clean personal protective equipment to meet NFPA 1851 requirements; and providing an effective date.**

ADOPTED RESOLUTION 11,853

- 2. Resolution of the City Commission of the City of Leesburg, Florida, amending and restating the provisions of Resolution Number 10,619 adopted on April 13, 2020; amending approval authority for Formal Bids in General and Proprietary Funds to be consistent with the current Purchasing approval thresholds, and correcting contradictions and cleaning up language in the Purchasing Policy; and providing an effective date.**

ADOPTED RESOLUTION 11,854

- 3. Resolution of the City Commission of the City of Leesburg, Florida, amending the Fiscal Year 2023-24 Budget for the General, Electric and Gas Tax Funds for the Third Quarter; and providing an effective date.**

ADOPTED RESOLUTION 11,855

4. **Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute an Agreement to Terminate Gas Transportation Agreement between the City of Leesburg, Florida and Cutrale Citrus Juices, USA, Inc.; and providing an effective date.**

ADOPTED RESOLUTION 11,856

5. **Resolution of the City Commission of the City of Leesburg, Florida, ratifying the Collective Bargaining Agreement with the Professional Firefighters of Leesburg Local 2957, IAFF, AFL-CFO-CLC; and providing an effective date.**

ADOPTED RESOLUTION 11,857

6. **Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute Public Transportation Grant Agreement FM No. 454901-1-94-01, between the City of Leesburg and the State of Florida Department of Transportation, for the purpose of Airfield Remarking of RW 04/22 and associated Taxiways, and Construction Administration services, at the Leesburg International Airport; and providing an effective date.**

ADOPTED RESOLUTION 11,858

7. **Resolution of the City Commission of the City of Leesburg, Florida authorizing the City Manager and City Clerk to terminate an Agreement for Pre-Construction Service between the City of Leesburg, Florida and ALLSTATE CONSTRUCTION, INC. and authorizing the City Manager to compensate the contractor up to \$50,000 for services rendered; and providing an effective date.**

ADOPTED RESOLUTION 11,859

8. **Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Post-Closing Occupancy Modification and Extension Agreement between the City of Leesburg and Dance Dynamix, LLC; and providing an effective date.**

ADOPTED RESOLUTION 11,860

6. **PUBLIC HEARINGS AND NON-ROUTINE ITEMS:**

A. SECOND READING OF ORDINANCES

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

ADOPTED ORDINANCE 24-44

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

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

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

The roll call vote was:

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

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

- 2. An Ordinance of the City of Leesburg, Florida, annexing certain real property consisting of approximately 1.93 +/- acres; and being generally located southwest of Montclair Road and west of Thomas Avenue, lying in Section 21, Township 19 South, Range 24 East, Lake County, Florida; providing that said property so annexed shall be liable for its proportionate share of the existing and future indebtedness of said city; providing that such annexed property shall be subject to all laws and ordinances of said city as if all such territory had been a part of the City of Leesburg at the time of passage and approval of said laws and ordinances; providing that such annexed territory shall be placed in City Commission District 2; and providing an effective date (Thomas-Montclair Industrial Flex ANNEX).**

ADOPTED ORDINANCE 24-40

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

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

Mayor Burry asked the city attorney to do the swearing in. **CA Watson** asked anyone wishing to provide testimony on any agenda item under second or first readings and non-routine items to stand and raise their right hand. He swore them all in.

Mayor Burry requested comments from the Commission and the audience. **PZD Miller** stated this

project is known as the Thomas-Montclair Industrial Flex project. The overall proposal is to create an industrial flex space development consisting of approximately 2.3 plus or minus acres. It is generally located west of Thomas Avenue and southwest of Montclair Road. The property consists of three separate parcels and the actions requested are for annexation of 1.93 acres, which consists of the two properties lying in the east/west direction on the south side fronting Thomas Avenue. We also have a small scale comprehensive plan, which takes all three properties from City of Leesburg Low Density and Lake County Urban High Density to City of Leesburg Industrial. The third case would rezone the property from City of Leesburg R-1, Low Density Residential and Lake County R-6, Urban Residential to City of Leesburg Small Planned Unit Development. Under the conditions of the small planned unit development zoning, the industrial flex space development would consist of just under twenty thousand square feet of buildings. It would be indoor light manufacturing, building trades, and contractors. It would be similar to what is across the street from the bowling alley on Main Street. The PUD could include warehousing, printing and indoor storage. It has dark sky lighting and the setbacks are substantial, at fifty feet in the front and the rear. It would include a ten-foot planted landscape buffer and a solid opaque fence required adjacent to any residential property along with thirty-five percent of open space. There is a two floor maximum height and two access points will be required. There are architectural standards required in the PUD that include screening of the mechanical units and those types of things. There is a minor area of wetlands on the back west side of the property that would be protected under this PUD. It also includes the usual PUD requirements in terms of the types of grass that can be used, and they prefer Zoyia, Bermuda, and Bahia. Everything has to be on city water and wastewater. There would be no wells or septic. Chris Zipper of the Central Architecture Firm was in attendance if there were any other questions.

Commissioner Berry asked him to explain the surrounding zoning designations that were included in one of the detail sheets. **PZD Miller** said, referring to some slides, part of the project's property is in Lake County. The colored ones are in the city and the aeriels are in the county. It would be an annexation of the two properties that are currently zoned R-1, low density residential. He noted there were some industrial type and commercial type uses that surround the subject properties. From the standpoint of uses currently there, this would match that area. Referring to a slide, he said, in the back near Woodland Drive and along Montclair Road, that is residential, and that area requires a fifty-foot buffer. The big buffer in the back is the protection of the wetlands and a fence. It has been limited to two stories, so within the PUD conditions everything has to be inside. We did not want outside noise, dust and vibration, those kinds of things. They took into account the concerns, and talked to some residents as well as the planning commission. **Commissioner Berry** questioned if that would be the residents on Virginia Drive? **PZD Miller** replied yes, Woodland and Virginia. **Commissioner Berry** asked if this would be included in the Carver Heights Montclair CRA? **PZD Miller** said he would have to look into that because he did not have that information. The parcel on the north is in the CRA and the other two are not, but they could potentially be added. **CM Minner** said if this was annexed in, because it was not specked out in the original CRA boundary descriptions, it would not go in the CRA unless they went back and modified the boundaries. **CA Watson** agreed. They would have to modify the CRA boundaries. **CM Minner** stated it would not go into the CRA and the new growth from it would be general fund revenue. We would have to go back and modify the Carver Heights CRA boundary to adopt that parcel, and with us being a home-rule county, that could be something they do. However, he advised against it since they would have to take a comprehensive look at the surrounding area to see if what has been brought in makes it worth the while. However, if we keep bringing in every single piece, that may agitate the county. **Commissioner Berry** wanted to confirm the corner where the residential area is, that is right against the CRA, but none of that was included in the CRA nor can it be added. Therefore, there is no benefit to the CRA as far as tax purposes. **CM Minner** added the new tax revenue generated from that development would go into the general fund. **Commissioner Berry** wanted to know if this was selected for this area based on the industrial uses already located there. **PZD Miller** responded yes. **Mayor Burry** asked if there were any

other questions or comments from the commission and the audience. There were none.

The roll call vote was:

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

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

- 3. An Ordinance amending the Future Land Use Map of the Comprehensive Plan of the City of Leesburg, changing the Future Land Use Map Designation of certain property containing 2.33 +/- acres from Lake County Urban High Density and City of Leesburg Low Density Residential, to City of Leesburg Industrial, for a property generally located southwest of Montclair Road and west of Thomas Avenue, lying in Section 21, Township 19 South, Range 24 East, Lake County, Florida, and providing an effective date. (Thomas-Montclair Industrial Flex SSCP)**

ADOPTED ORDINANCE 24-41

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

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

The roll call vote was:

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

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

- 4. An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 2.33 +/- acres from Lake County R-6 (Urban Residential) and City of Leesburg R-1 (Low Density Residential) to City of Leesburg SPUD (Small Planned Unit Development) to allow for 19,884 +/- square feet of indoor industrial flex space for a property generally located southwest of Montclair Road and west of Thomas Avenue, lying in Section 21, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date. (Thomas-Montclair Industrial Flex SPUD)**

ADOPTED ORDINANCE 24-42

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

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

The roll call vote was:

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

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

- 5. An Ordinance of the City of Leesburg, Florida, changing the zoning of approximately 37.7 +/- acres from PUD (Planned Unit Development) and C-3 (Highway Commercial) to PUD (Planned Unit Development), for a property generally located north of County Road 48 and west of U.S. Highway 27, as legally described in Section 14, Township 20 South, Range 24 East, Lake County, Florida; and providing an effective date. (CR 48 Brightleaf Residential PUD)**

ADOPTED ORDINANCE 24-45

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

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

Mayor Burry requested comments from the Commission and the audience.

PZD Miller said this was the CR 48 Brightleaf Residential PUD. It consists of approximately 37.7 plus or minus acres. It is generally located north of County Road 48 and east of U.S. Highway 27. It is directly behind the Publix shopping center. The request is to amend the current zoning and there would be no change to the future land use. They are requesting a PUD zoning for the entire property to allow for future construction of a proposed residential development consisting of a maximum of 253 attached single-family residential units, which are townhouses. They would be platted and individually sold. Currently, the property is zoned PUD on the north side and C-3 Highway Commercial on the south side. The existing PUD on the twenty acres on the north side allows for 116 townhouse units and the existing C-3 zoning on the south side allows for the standard commercial uses. The applicant has asked to take the entire parcel and move it to townhouses, therefore removing the C-3 zoning on the south. Under the PUD description, there would be two hundred and fifty-three single-family attached units. There would be no other uses permitted within the development. About fifty percent of the two hundred and fifty-three townhouses would be front-loaded, which means the garages would be in the front and the remaining would be rear-loaded. That helps with the diversity of the design. They will be designed to architectural standards, which requires the builders to choose at least five facade items, such as stone accents, shutters, banding bay windows, and other features. Again, they require dark sky lighting, thirty-five percent of open space, plus a twenty-five-foot buffer tract along the east and west boundaries. There would be a forty-foot buffer tract, which was a bit larger along the northern parcel, and a six-foot privacy fence along the northern boundary. There would be two access points on the property, a boulevard access on County Road 48 and emergency access on the southwest corner of the property. There would be another access point connecting to the shopping center where the bank is to the southeast. Each primary access point will have a decorative entry feature such as concrete, brick or stucco wall, something like that. They will have to do a stub out to the west due to a potential future development. The entire development must be

on city water and wastewater. Any wetlands and flood zones are protected and there is a prohibition on St. Augustine grass. A minimum of 1.16 acres would be dedicated to recreational uses and trails are being offered around the dry retention and flood compensation areas. There will be an amenity center at the head of the trail and recreation component, which will be constructed at the time when one hundred and fifty units are completed. Through discussions with the applicants, there are a couple of minor changes being requested. In the PUD there were a couple of areas where it said Louisiana Acres, and it is supposed to say Louisiana Avenue. There were a few small things like that and phase one was listed there twice. It should say phase one and phase two. The PUD also needed a correction in the numbering. The applicants are requesting that the cap for the types of units in section 4.D.1 be removed and staff is okay with amending that as long as the total number of units remains the same. Andrew McCowan and Shawn Myers are in attendance to speak about this development as well. **Commissioner Connell** wanted to verify that he said there would be two hundred and fifty-three units. **PZD Miller** agreed. **Commissioner Connell** asked if this development would be age restricted? **PZD Miller** replied no. At this time, it is not age-restricted, but they do have the option if they choose to. **Commissioner Berry** asked if they would have one or two car garages? **PZD Miller** answered the PUD requires two spaces per unit, but it does not specifically say one or two for the garage. **Mayor Burry** pointed out that means one car garage and one parking spot in the driveway. **PZD Miller** agreed.

Commissioner Connell pointed out that they are talking about another two hundred and fifty-three units on a two-lane road and there are only two ways to get off that road. Fifty percent of that development will go west, which takes you out to the intersection of CR 33, CR 48, and CR 470; that is a four-lane intersection with no turning lanes. That intersection is absolutely horrible now and with no age restrictions, that means more kids will be in our schools. Our high school is already at 90% capacity, based on the Lake County School Board's latest concurrency report. How many more units are they going to bring in? Our roads are unsatisfactory, and we already have thirty thousand plus lots in the city that can be developed. We do not need to keep bringing in additional lots until the infrastructure and school system catch up. Traffic is a nightmare at that intersection, and we will be adding another two hundred and fifty-three units to that intersection. That is absurd. **Mayor Burry** asked the planning and zoning director if he recalled the original PUD. How many units were in that PUD? **PZD Miller** replied it had one hundred and sixteen units on twenty acres. **Mayor Burry** stated there would be a commercial application up front, so cars would be coming and going either way. **Commissioner Connell** responded that there was a difference between two hundred and fifty-three houses and some commercial frontage that included one hundred and sixteen units. Two hundred and fifty-three units will draw more traffic. He would assure them that it would draw more traffic to that road and intersection. We do not need to keep adding lots to the present roads and school systems. **Mayor Burry** pointed out that there was an approved PUD on this for one hundred and sixteen lots with a commercial application. **Commissioner Connell** agreed yes, it had been approved for one hundred and sixteen, but not two hundred and fifty-three. That included a commercial application, which is something we need. We do not need any more houses. **Mayor Burry** asked if he was implying that the current landowner should not be able to do what they want to do with the land. **Commissioner Connell** said they could do what it was presently zoned for. We should not be contributing to the problem. **Mayor Burry** added that it would not change the traffic. **Commissioner Connell** disagreed because houses will bring more people daily because they live there and the commercial may draw people out, but those houses are already there. **Mayor Burry** asked if there were any other questions for the planning and zoning director. There were none.

Andrew McCowan of GAI Consultants, Orlando said he was the planner and applicant on behalf of Brightleaf. Shawn Myers was with him, and they brought a presentation if the commission would like them to go through the aspects of the community being proposed. To answer the questions about traffic, they did submit the traffic report with the application which stated that both the town homes and the commercial portion combined would be greater than the traffic generated by the town homes only. It was

not a huge difference because they are pretty similar, but he would get those numbers for him. **Commissioner Connell** replied with no disrespect, he had not seen a traffic study that said it would not work, and with no disrespect to him or the traffic engineer, traffic studies do not hold a lot of weight.

Shawn Myers of 1133 Louisiana Avenue Suite 101, Winter Park said he appreciated the opportunity to come before them to briefly introduce the project. They enjoyed working with the planning and zoning director and his staff. They were very thoughtful in guiding their design. They worked with the property owners on delivering some housing, and they would like to add to the community of Leesburg. They have been doing residential developments for about twenty-five years, primarily in Central Florida. They did a recent project in Eustis, which had two hundred and thirteen units. They are working on a subdivision known as Hammock Oaks in Lady Lake and another one in Orange City. They are really attracted to Leesburg because it offers a lot of attributes, which makes it an attractive place for housing. He understands the challenges with the schools and roads, but they have to contribute to the schools, and they have to get a capacity letter before they can do any kind of housing to make that fit. The same thing with transportation. There are always concerns about that and he appreciated the opportunity to be there.

Mr. McCown said (referring to a slideshow) he wanted to jump to the interesting part of the current site plan. The site plan proposes two phases; the first phase being the southern half and the second phase being the northern half. There will be a Central Park with amenities, a flood plain compensation and retention. There are two different types of units, and he showed them being delineated by two different shades of brown. There are internal blocks, which will be the rear-loaded product and around the perimeter will be the front-loaded product. That goes into the request that we are specifically making with regard to changing the ordinance. These are expected to be rental units, but the project will be individually platted, so it can be fee simple. The points of access will be the main entrance and the connection to the Publix shopping center. They will have two planned connections to the adjacent property and an emergency stabilized entrance. He showed a rendering of the rear loaded town homes that have garages in the back. The rear loaded product would be two-car garages because there was no driveway in the front. The front loaded product would be a one-car garage with a driveway that was deep enough to park a car. He then showed a rendering of what the front-loaded town homes would look like. They will have open space and a wider forty-foot buffer to the neighborhood to the north with a standard buffer around the other edges. There are planned park areas and the front-loaded town homes will front the park. He showed some examples of what the amenities may look like. He showed a slide that discussed the requests they would like to make about the specific ordinance language. There was a maximum of two hundred and fifty-three town homes, and they are requesting that the limits for each type of unit be removed because they have several things controlling that; and they have a total number of units. They also have the standard that all the peripheral units must be front-loaded town homes and that will help as a buffer. There will be no garages in the back against the adjacent property owners. If there was a reason why they cannot achieve the one hundred and sixteen rear loaded lots in the center, that means they cannot make it up by adding additional units to the outside. They are hindered on too many sides by the way that it reads now. That was why they requested that the language that limits both types be removed. **Mayor Burry** asked if there were any other comments or questions from the commission and the public.

Commissioner Connell said he pretty much said everything he wanted to say. However, he wanted to mention that over the years we have had projects where citizens come in and basically beg the commission not to do it. They are asking for no more lots and no more traffic on the roads. We should listen to the public, we are elected officials and these people elect us. We should do what they want, and the public does not want that. They want to slow this stuff down. They are tired of the road system being congested, and our school systems are pushing maximum. We need to listen to the public because that is who we should be answering to. We should do what the public wants.

CA Watson wanted to explain the quasi-judicial process for rezoning cases. These types of cases fall within the quasi-judicial realm and not the legislative realm. The way it works procedurally is when an applicant submits their application, if that application meets the requirements of the code, the burden has been met by that application. The burden then shifts to the opposition to demonstrate how that plan does not meet the requirements of the code. When it comes to public input and general concerns, those could be taken into consideration during annexations, future land use, and comprehensive plan changes. Rezoning cases are different. They fall into the quasi-judicial process, and they have to focus on that particular property. They have to remember these cases are outside their legislative decision-making. They have to demonstrate that the application does not meet the requirements of the code, and there needs to be competent substantial evidence furnished to demonstrate they have not met the code requirements. It could come by way of factual testimony from members of the public. However, if the issues are of opinion and whether certain technical standards have been met, it would be difficult to take the public's input on that issue. They need to have some particular knowledge, training, or experience in that area in order to provide an informative, credible opinion. That does not say that public input is not valuable on rezoning, it is just a different standard of how they have to take that information. If the information was credible and reliable, that could be something they could competently base a decision on. That is what they need to focus on for rezoning cases, more so than anything, because these cases fall into a tighter standard in terms of meeting substantial competent evidence. If it exists, and it has been demonstrated that the application does not meet code requirements based on competent substantial evidence, then a denial would be appropriate. If there is no competent substantial evidence to refuse the application, then it would be more difficult to deny it. He wanted to go over those points again, so everyone was clear. Rezoning cases are held to a tighter standard, more so than annexations and comprehensive plan amendments. **Mayor Burry** thanked him for making that clarification.

The roll call vote was:

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

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

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

ADOPTED ORDINANCE 24-33

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

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

Mayor Burry requested comments from the Commission and the audience.

Kyle Magee of Kutak Rock, LP said he was there on behalf of the petitioner. He would be happy to answer any questions. **Mayor Burry** asked if there were any questions or comments. There were none.

The roll call vote was:

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

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

7. **An Ordinance amending the Future Land Use Map of the Comprehensive Plan of the City of Leesburg, changing the Future Land Use Map Designation of certain property containing 2.4 +/- acres from General Commercial to Low Density Residential, for a property generally located north of Hill Street and east of Penn Street, lying in Section 22, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date. (Penn Street Habitat SSCP)**

ADOPTED ORDINANCE 24-46

Commissioner Reisman introduced ordinances 6.A.7 and 6.A.8 to be read by title only. CC Purvis read the ordinances by title only.

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

Mayor Burry requested comments from the Commission and the audience.

PZD Miller said this project is the Penn Street Habitat Project. The overall proposal is to create a small new neighborhood, and it would be constructed by Habitat for Humanity. It will consist of eight units on approximately 2.4 acres. It is generally located north of Hill Street on the east side of Penn Street. It would be located behind the old Burger King and Takis Greek restaurant. The first case is a small scale comprehensive plan and the future land use designation would go from General Commercial to Low Density. The second case would be the rezoning, which takes it from C-3 Highway Commercial to a Small Planned Unit Development. This is an infill project consisting of eight detached single family units. There would be no other uses. The lots range from five thousand seven hundred to seven thousand five hundred and all lots are sixty feet in width. The setbacks are the standard 25, 7.5, and 18. It will include a landscape buffer and a solid opaque fence that is required adjacent to the commercial property. The SPUD includes dark sky lighting, thirty-five percent open space, two floors maximum height, and two trees in each yard. This is a standard SPUD. Danielle Stroud, who is the executive director of Habitat for Humanity, is in attendance to answer any questions. **Commissioner Berry** wanted to clarify if the back of the homes would face Penn Street? **PZD Miller** replied the houses would front Penn Street and the internal street. They will not see any backyards. **Commissioner Berry** wanted to know if the homes would be comparable to the homes downtown behind the old gas station. **PZD Miller** said yes, they would resemble the home on 12th Street. **Mayor Burry** asked if there were any other comments or questions from the commission and from the public. There were none. He then said for the public's information, this is an infill project. It is one of their favorite things because Habitat works with Leesburg High School and the students. They learn to build and become contractors by having experience building

these homes. It is the perfect collaboration with the city and the county and private enterprise suppliers who provide the supplies. It is a great deal.

The roll call vote was:

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

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

- 8. An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 2.4 +/- acres from C-3 (Highway Commercial) to City of Leesburg SPUD (Small Planned Unit Development) to allow for 8 single-family residences on a property generally located north of Hill Street and east of Penn Street, lying in Section 22, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date. (Penn Street Habitat SPUD)**

ADOPTED ORDINANCE 24-47

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

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

The roll call vote was:

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

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

- 9. An Ordinance of the City of Leesburg, Florida enacting Article VII - "School Zone Speed Enforcement," Chapter 21 of the City's Code of Ordinances; providing for purpose, intent and definitions; establishing a School Zone Speed Enforcement program and authorizing the use of speed detection systems within the City; providing for program implementation requirements and designation of school zones; providing for enforcement and administrative procedures; providing for severability; providing for conflicts; providing for codification; and providing an effective date.**

ADOPTED ORDINANCE 24-48

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

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

motion.

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

The roll call vote was:

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

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

B. FIRST READING OF ORDINANCES

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

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

Mayor Burry asked the city manager to provide a brief overview. **CM Minner** explained this was a housekeeping ordinance that was required by state statutes for the county to set up the municipal service taxing unit (MSTU) for the ambulance district. **Mayor Burry** stated this item would lay over.

C. NON-ROUTINE ITEMS

- 1. Resolution of the City Commission of the City of Leesburg, Florida, designating the City Code Enforcement Board as the Local Hearing Officer pursuant to Chapter 2023-174, Laws of Florida; appointing existing staff to serve as the Clerk to the City's Local Hearing Officer pursuant to Chapter 2023-174, Laws of Florida; authorizing the approval of a Photo Enforcement Services Agreement between the City of Leesburg and Altumint, Inc.; and providing an effective date.**

ADOPTED RESOLUTION 11,861

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

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

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

The roll call vote was:

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

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

7. INFORMATIONAL REPORTS:

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

A. Financial Reports as of May 2024

Mayor Burry asked if there were any questions regarding the reports. There were none.

8. CITY ATTORNEY ITEMS:

CA Watson had no reports this evening.

9. CITY MANAGER ITEMS:

CM Minner had no items to address.

10. ROLL CALL:

Commissioner Berry gave kudos to the Hope Coalition for their contributions to the Back to School Bash that was held this past Saturday. It was a huge success, and it was their second time doing this. They were able to prepare Leesburg students for a thriving school year. They had over 900 backpacks. **Commissioner Reisman** clarified that they had 1,000 backpacks and then Amazon brought 100 backpacks and some other ones were donated as well. **Commissioner Berry** pointed out that they had a great turnout. She wanted to thank everyone who participated. She also said on Friday, August 9th, there will be a Street Live Art Walk which will be held on 4th Street from 5 pm to 9 pm. There will be a DJ and an artist walk, with our very own Richard Colvin, who is the executive director for the Center for the Arts. He is the featured artist. There will be twenty-five vendors showcased on Fourth Street and an open mic starts at 8 pm. She encouraged everyone to come out and participate. They can patronize the restaurants downtown, as well as enjoy some entertainment with Artist with a Purpose.

Commissioner Connell had no further comment.

Commissioner Reisman wanted to tag on Commissioner Berry's comments because the Hope Coalition put on a phenomenal event. The lines were wrapped around the building and sidewalks. So many families and kids came together to help. He appreciated the city stepping up because they were able to make a small contribution as well. However, for all the businesses and different organizations, including the

principles, they all came together and there was excellent collaboration. He was looking forward to doing it next year.

Mayor Burry had no comment.

11. ADJOURN:

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

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

With a motion by Commissioner Reisman and a second by Commissioner Berry, the meeting adjourned at 7:00 p.m.

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.1.

Meeting Date: August 12, 2024

From: Al Minner, (City Manager)

Subject: Resolution of the City Commission of the City of Leesburg, Florida hiring Gray Robinson Attorney's Advisors Consultants to Represent the City of Leesburg before the State of Florida on issues related to the Executive and Legislative Branches of Government; and providing an effective date.

Staff Recommendation:

Approve agreement hiring Gray Robinson as the City of Leesburg lobbyist to represent the City's utility interests.

Analysis:

The City and the Florida Municipal Electric Association (FMEA) anticipate continued legislation from the state representative which will target municipal utilities and our general fund transfers. Lobbying efforts will continue this year to educate bill sponsors and other legislators about public power to ensure that Leesburg's core enterprises and safeguarded from opposing legislative exertions.

Procurement Analysis:

The firm is recommended by FMEA and because it is under procurement thresholds for consulting services, a formal process is not required.

Options:

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

Fiscal Impact:

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA HIRING GRAY ROBINSON ATTORNEY'S ADVISORS
CONSULTANTS TO REPRESENT THE CITY OF LEESBURG BEFORE THE
STATE OF FLORIDA ON ISSUES RELATED TO THE EXECUTIVE AND
LEGISLATIVE BRANCHES OF GOVERNMENT; AND PROVIDING AN
EFFECTIVE DATE.**

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

WHEREAS, it is in the City of Leesburg's best interest to hire professional lobbyists to represent the City before the State of Florida on issues related to the executive and legislative branches of government.

NOW, THEREFORE BE IT RESOLVED, by the Mayor and Commission of the City of Leesburg that the firm Gray Robinson Attorneys/Advisors/Consultants, 301 South Bronough Street, Suite 600, Tallahassee, Florida be retained pursuant to the terms and conditions herein.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 12th day of August 2024.

Mayor

ATTEST:

City Clerk

Ryan Matthews | Ryan.Matthews@gray-robinson.com | T 850.577.9090
301 South Bronough Street, Suite 600, Tallahassee, Florida 32301 | F 850.577.3311

July 17, 2024

Mr. Al Minner, City Manager
City of Leesburg
501 W. Meadow Street
P.O. Box 490630
Leesburg, FL 34749-0630
Via email: Al.Minner@leesburgflorida.gov

Re: Engagement Letter with GrayRobinson, P.A.

Dear Mr. Minner:

Thank you very much for your interest in GrayRobinson, P.A. ("GrayRobinson" or "the Firm"). We appreciate the opportunity to provide governmental consulting services to the City of Leesburg. ("the City"). The Firm is committed to providing the highest level of service in furtherance of your goals. This letter will describe the terms under which that representation will occur, disclose the Firm's reporting responsibilities under the law, and summarize the nature of government consulting services as compared to legal services.

Firm Contacts for Your Representation

You have asked that we represent the City before the State of Florida on issues related to the executive and legislative branches of government. The entire team of GrayRobinson's lobbyists will be available to advance your interests. However, in order to ensure that your needs are efficiently and fully addressed, I will be the primary contact for this representation. If I should ever be unavailable, I would encourage you to contact Joseph Salzverg, who will serve as an additional contact for this representation.

Fees, Costs and Terms

In exchange for these services, the City has agreed to pay the Firm \$5,500 per month for a period of 12 months, beginning on August 1, 2024, with an initial payment of \$5,500 on August 1, 2024, and on the first day of each month thereafter. All payments should be remitted to 301 East Pine Street #1400, Orlando, FL 32801 or via ACH transfer or other electronic transfer upon receipt of invoice. Documented, out-of-pocket costs directly attributable to the performance of this work may be billed in addition to the monthly retainer, and these costs may include travel and other expenses incurred on the City's behalf for pre-approved expenses. Both the City and the Firm have the right to terminate this contract with or without cause with thirty (30) days' notice given.

Lobbyist Registration

Florida law requires that GrayRobinson's lobbyists must register with the state prior to engaging in lobbying activity. Lobbyist registrations are effective when they are received by the state, and lobbying may not occur prior to proper registration. The registration and fee cycle is a calendar year beginning January 1 and ending December 31. Therefore, the City consents for the Firm's lobbyists to register to represent the Foundation, and the City agrees to reimburse the Firm for the cost of lobbyist registrations.

Lobbyist registration fees are:

- **Legislature:** \$20 for each person from the point of registration until December 31; then renewed in January each calendar year thereafter.
- **Executive:** \$25 for each person from the point of registration until December 31; then renewed in January each calendar year thereafter.

Lobbyist registration forms will be sent following the execution of this agreement. By signing below, you agree to complete and return the registration authorizations, which are necessary to our representation of the City during the term of this contract or after its termination should reporting periods overlap. The Firm cannot commence representation until the registration authorizations are properly filed with the state.

Similarly, local governments, before which we may need to appear on your behalf, may also have their own lobbying registration and/or reporting requirements. GrayRobinson will comply with any such jurisdictional ordinances or policies, and will not commence any representation in those jurisdictions until all necessary disclosures or authorizations are filed. You agree to facilitate any required registrations with appropriate paperwork, documentation, and payment of costs associated with such compliance.

Compensation Reporting

Florida law requires that the fees and costs invoiced by GrayRobinson for lobbying services are reportable to the state on a quarterly basis to both the Florida Legislature and the Florida Commission on Ethics. Therefore, the City consents to the quarterly disclosure of compensation paid or owed to GrayRobinson for lobbying activity as required by Chapter 2005-359, Laws of Florida. Such consent is granted so that GrayRobinson may file the specified quarterly reports, disclosing only the information required by Chapter 2005-359, Laws of Florida, and shall remain in effect as long as any GrayRobinson lawyer or non-lawyer lobbyist serves as the client's registered representative before the Legislature and any executive branch agency.

Unless you direct otherwise, the Firm will attribute and report 50% of our fees and reimbursements as legislative branch lobbying fees, and 50% of our fees and reimbursements as executive branch lobbying fees, subject to periodic adjustment by us to reflect our best professional judgment regarding allocation of our efforts associated with this representation.

Confidentiality

In order to ensure the candor and trust in our relationship that forms the basis of effective representation, it is the policy of the Firm to keep strictly confidential all information about your interests and strategies. Because information is our stock in trade and because advancing your interests may depend on it, we ask that you also keep confidential any information we may share with you regarding political strategy, insight, information, or analysis.

Distinguishing Between Lobbying and Legal Services; Conflicts

GrayRobinson offers not only legal services but also lobbying services. The Florida Bar treats legal services differently than non-legal services, which includes lobbying and consulting. It is important to understand the distinction between those services relative to conflicts, and the scope of this representation. *This lobbyist engagement does not create an attorney/client relationship between you and our Firm.* If legal services are required by the Foundation, we will enter into a separate engagement.

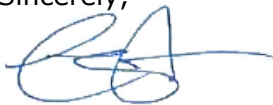
Both lobbyists and lawyers must avoid conflict of interest. Lawyers may not accept a legal client adverse to another legal client in a legal matter, and our lobbyists will decline to accept a lobbying client involved in legal action against an existing legal or lobbying client of the Firm. However, legal services and lobbying are separate and distinct services for the purposes of evaluating conflicts, and, because lobbying frequently involves advocating for potential changes to existing law within the legislative branch or application of the law by the executive branch, the positions advanced on behalf of

lobbying clients may or may not differ from legal positions taken on behalf of clients in judicial proceedings. In some instances, lobbying clients may not have a legal conflict, but they may be marketplace competitors or they may take inconsistent positions on one or more lobbying issues. We will bring any such situations to your attention immediately upon discovery and we likewise ask you to contact us immediately if you have similar concerns at any time. Whenever conditions merit, we will implement and maintain an "ethics wall" to maintain complete separation of information, strategy, and personnel associated with the affected lobbying clients.

Under the scope of representation outlined above we know of no lobbying conflicts with our current lobbying clients, and we have discussed our plan for protecting your interest from marketplace competitors via an ethics wall. If you ever have a concern about a perceived or potential conflict, or any other issue we ask that you alert us immediately so we can address it in a mutually acceptable fashion. We will do the same.

I believe the above reflects our understanding. If it does, please sign this agreement and return it to me. I appreciate your attention to this matter and look forward to working with you. Please never hesitate to contact me if we can assist you in any way.

Sincerely,



Ryan Matthews

For: City of Leesburg

Date

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.2.

Meeting Date: August 12, 2024

From: Joe Iozzi, (Police Chief)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, Authorizing and Directing the Mayor and City Clerk to execute an agreement for School Resource Officer (SRO) services to be provided to Lake County School Board – Leesburg Schools - for the 2024-25 school year starting in August 2024; and providing an effective date.

Staff Recommendation:

Approve and adopt an agreement for School Resource Officer (SRO) services to be provided to Lake County School Board – Leesburg Schools - for the 2024-25 school year starting in August 2024. The schools the SROs will be assigned to are Leesburg High School (Two SROs), Leesburg Elementary (One SRO) and Beverly Shores Elementary (One SRO).

Analysis:

This is a continuation of the contract between Leesburg Police Department and the Lake County School Board for four (4) School Resource Officers (SROs) to provide security to students, school personnel, the school community and school property. Additionally, SRO's interact with students during the regular class schedule and at extra-curricular school activities so as to continue building positive relationships between police officers and the community youth.

The term of this Agreement shall be for the next school year, beginning on the first day of school, August 12, 2024, through the last day of school for students in May 2025.

Unless otherwise requested by the school, the officers will return to their normal duties during school breaks.

Procurement Analysis:

N/A

Options:

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

Fiscal Impact:

The SCHOOL BOARD will pay the City of Leesburg approximately \$328,880.00 for services of the four (4) SROs provided pursuant to the terms of this Agreement.

Account No. 001-0000-342-0200

Project No. SROA24

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR AND CITY
CLERK TO EXECUTE AN AGREEMENT FOR SCHOOL RESOURCE
OFFICER (SRO) SERVICES TO BE PROVIDED TO LAKE COUNTY SCHOOL
BOARD – LEESBURG SCHOOLS - FOR THE 2024-25 SCHOOL YEAR
STARTING IN AUGUST 2024; AND PROVIDING AN EFFECTIVE DATE.**

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

THAT the Mayor and City Clerk are hereby authorized to execute an agreement with the Lake County School Board for a continuation of the contract between Leesburg Police Department and the Lake County school Board for four (4) School Resource Officers (SROs). Lake County to PROVIDE the amount equivalent to the exact services rendered for that portion of the salary and benefits of the SRO(s) directly attributable to services performed.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 12th day of August 2024.

Mayor

ATTEST:

City Clerk

**AGREEMENT BETWEEN THE SCHOOL BOARD OF LAKE COUNTY, FLORIDA,
AND THE CITY OF LEESBURG, FOR
SCHOOL RESOURCE OFFICER PROGRAM [2024-2025]**

This **AGREEMENT** is entered into by and between the **City of Leesburg**, a Florida municipal corporation, hereinafter referred to as “LAW ENFORCEMENT AGENCY” and the **School Board of Lake County, Florida**, a political subdivision of the State of Florida, hereinafter referred to as “SCHOOL BOARD”.

WITNESSETH:

WHEREAS, the SCHOOL BOARD is seeking four (4) School Resource Officers (SROs) to interact with students during the regular class schedule and at extra-curricular school activities so as to provide additional security to students, school personnel, the school community and school property; and

WHEREAS, the LAW ENFORCEMENT AGENCY is willing to place four (4) **City of Leesburg** Police Officers at **Leesburg Elementary (1), Beverly Shores Elementary (1), Leesburg High (2)** for the purpose of carrying out this school program.

NOW, THEREFORE, in and for consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree that the LAW ENFORCEMENT AGENCY will provide four (4) sworn **City of Leesburg** Police Officers who are certified pursuant to Section 943.10(1) *Florida Statutes* to the SCHOOL BOARD to act as SROs at the three (3) designated schools under the terms and conditions of this Agreement.

1. Term of Agreement. The term of this Agreement shall be for the next school year, beginning the 12th day of August 2024 through the last day of school for students in May 2025.

2. Compensation. The SCHOOL BOARD will pay the **City of Leesburg** an amount equivalent to the exact services rendered for that portion of the salary and benefits of the SRO(s) directly attributable to services performed provided pursuant to the terms of this Agreement. Such compensation shall be invoiced to the SCHOOL BOARD by the LAW ENFORCEMENT AGENCY in monthly installments following the services rendered for the month, commencing on the 1st day of September 2024 for services rendered beginning August 12, 2024 and continuing on

the 1st day of each month thereafter until the term of the contract has expired. Invoices shall be paid by the SCHOOL BOARD within fifteen (15) days of receipt. In the event that The Board of County Commissioners of Lake County, Florida, agrees to pay for any or all of the police officers assigned to the schools pursuant to this Agreement, then the LAW ENFORCEMENT AGENCY agrees that the SCHOOL BOARD may assign its obligation to pay under this section to The Board of County Commissioners of Lake County, Florida.

3. Scope. The LAW ENFORCEMENT AGENCY shall assign an SRO for three (3) designated schools. The SROs shall interact with students and provide security at the three (3) designated schools. In addition, the SROs shall have the duties and responsibilities listed in Exhibit “A” attached hereto.

4. Background Investigations. The LAW ENFORCEMENT AGENCY represents and warrants to the SCHOOL BOARD that the LAW ENFORCEMENT AGENCY has read and is familiar with Sections 1012.32, 1012.465, 1012.467 and 1012.468, *Florida Statutes* regarding background investigations. The LAW ENFORCEMENT AGENCY covenants to comply with all requirements of the above-cited statutes and shall provide SCHOOL BOARD with proof of compliance upon request. The LAW ENFORCEMENT AGENCY agrees, to the extent permitted by law and only to the extent permitted by 768.28, *Florida Statutes*, to indemnify and hold harmless the SCHOOL BOARD, it’s officers, agents and employees from any liability in the form of physical injury, death, or property damage resulting from the LAW ENFORCEMENT AGENCY’s failure to comply with the requirements of this paragraph or Florida Statute Sections, 1012.32, 1012.465, 1012.467 and 1012.468, *Florida Statutes*. Any claim against the LAW ENFORCEMENT AGENCY by the SCHOOL BOARD under the preceding sentence shall not include punitive damages or any interest for the period before judgment. Additionally, the LAW ENFORCEMENT AGENCY shall not be liable pursuant to this indemnity to pay a claim or judgment by any one person which exceeds the sum of \$200,000 or any claim or judgment, or portions thereof, which, when totaled with all other claims or judgments paid by the LAW ENFORCEMENT AGENCY arising out of the incident or occurrence, exceeds the sum of \$300,000. Further, nothing in this paragraph shall be construed as an admission of liability on behalf of the LAW ENFORCEMENT AGENCY.

5. Assignment of Officers. The LAW ENFORCEMENT AGENCY shall determine which SROs will be assigned under this Agreement and will also determine the particular school to which the SROs will be assigned to. The LAW ENFORCEMENT AGENCY shall provide a notice of the assigned SROs to the school principals of the three (3) designated schools. In the event that the principal of the school where the SRO is assigned believes that the particular SRO is not effectively performing his/her duties and responsibilities, the Principal shall notify the SCHOOL BOARD's Director of Safety and Security in writing. If the situation is not corrected within three (3) working days, the SCHOOL BOARD's Director of Safety and Security shall contact the SRO's immediate supervisor and the Superintendent in writing and provide a copy of said notice to each of them. If the situation is not resolved to the mutual satisfaction of the SRO's immediate supervisor the SCHOOL BOARD's Director of Safety and Security and the Superintendent within ten (10) days, or if, during the same contract period, the Principal determines for a second time that the SRO is not effectively performing his/her duties and responsibilities, then the Principal shall recommend to the SCHOOL BOARD's Director of Safety and Security and Superintendent that the SRO be removed from the program at his/her school, and shall state the reasons as well as the efforts to resolve the problems in writing. The Superintendent, or his/her designee, shall review the request and, if approved, shall provide written notification to the LAW ENFORCEMENT AGENCY who shall transfer the SRO or take other appropriate action within ten (10) business days. In the event the Principal considers the SRO's conduct to present a threat to the safety or well-being of the students or staff, the principal will immediately notify the SCHOOL BOARD's Director of Safety and Security, Superintendent, and the LAW ENFORCEMENT AGENCY. Upon receipt of such notification, the LAW ENFORCEMENT AGENCY shall take appropriate and necessary action.

6. Dismissal/Replacement/Absence. The LAW ENFORCEMENT AGENCY may dismiss or reassign SROs with or without cause. In the event of the resignation, dismissal, or reassignment of an SRO, or in the case of long-term absences by an SRO, the LAW ENFORCEMENT AGENCY shall provide a temporary replacement for the SRO as soon as practical.

7. Leaves/Coverage. The Chief of Police or another designated scheduling officer will approve vacations, sick leaves, and other leaves of absence for the SRO. The SRO will

communicate approved vacation, sick leaves, trainings or any other leave that impacts SRO presence in schools with the SCHOOL BOARD's Director of Safety and Security. LAW ENFORCEMENT AGENCY shall provide coverage of an SRO during any time in which the SRO will be off campus of the school to include, but not be limited to vacations, sick leaves, other leaves of absence, or due to other related assignments.

8. Hours of Assignment. The SROs will be stationed at the three (3) designated schools for eighty (80) hours per two-week period, Monday through Friday, as assigned and scheduled by the respective school Principal and as approved by the LAW ENFORCEMENT AGENCY.

9. Additional Hours of Assignment. Additional hours of assignment during a two-week period may be made with prior approval of the LAW ENFORCEMENT AGENCY, if requested by the respective school Principal. If the additional hours worked requires additional compensation be paid to the SROs, the LAW ENFORCEMENT AGENCY will include this additional compensation on the next monthly invoice to be paid by the SCHOOL BOARD.

10. Off Campus Assignments. Upon the request of the respective school Principal and with the prior approval of the LAW ENFORCEMENT AGENCY, an SRO's duties may occasionally include his/her assignment at school functions and activities that are held off campus.

11. Reassignment in Emergency Situations. Nothing in this Agreement shall prevent or interfere with the ability of the LAW ENFORCEMENT AGENCY to temporarily withdraw an assigned SRO from his/her post at the three (3) designated schools to respond to emergency situations as determined in the sole judgment and discretion of the LAW ENFORCEMENT AGENCY.

12. Supervising Authority. During the term of this Agreement, the SROs assigned shall remain employees of the LAW ENFORCEMENT AGENCY, under the authority of the chain of command of the LAW ENFORCEMENT AGENCY, and subject to all other rules and regulations of the LAW ENFORCEMENT AGENCY. The SROs will report to their respective school Principal for assignment of duties and work schedules, including the extracurricular activities during the regular school day, for up to eighty (80) hours for each officer per two-week period.

Each SRO shall remain, at all times, an employee of the LAW ENFORCEMENT AGENCY. Workers Compensation coverage, as required by law, will be provided for the officer by the LAW ENFORCEMENT AGENCY.

13. Salary and Benefits. The LAW ENFORCEMENT AGENCY will provide the salary and benefits to each SRO assigned, including uniforms and equipment and any applicable overtime pay as agreed to above.

14. Vehicle. The LAW ENFORCEMENT AGENCY will provide vehicles for SROs if or when determined necessary by the LAW ENFORCEMENT AGENCY.

15. Threats to School Safety.

A. Pursuant to Section 1006.13(4), *Florida Statutes*, any acts that pose a threat to school safety, whether committed by a student or adult, shall be reported to the School Principal, or his or her designee, who shall report the acts to the SRO and the SCHOOL BOARD's Director of Safety and Security or SCHOOL BOARD's District Threat Management Coordinator.

B. If requested by the School Principal, or his or her designee, the SRO, or other appropriate law enforcement officers, shall assist in the investigation of the acts that pose a threat to school safety; upon conclusion of the investigation, the SRO shall report the findings of the investigation to the SCHOOL BOARD's Director of Safety and Security, or SCHOOL BOARD's District Threat Management Coordinator to properly document the disposition of the incident. Additionally, the School Principal, or his or her designee, shall consult with SRO concerning appropriate delinquent acts and crimes.

16. Termination of Agreement. This Agreement may be terminated by either party upon thirty (30) days written notice. Notice shall be deemed given as of the date of deposit of such written NOTICE in the course of transmission in the United States Postal Service and addressed as follows:

SCHOOL BOARD:

Superintendent of Schools
School Board of Lake County
201 West Burleigh Boulevard
Tavares, FL 32778

LAW ENFORCEMENT
AGENCY:

Chief of Police
City of Leesburg Police Department
115 East Magnolia Street
Leesburg, FL 34748

Upon termination pursuant to this subsection, payment will be made by the SCHOOL BOARD or reimbursement made by the LAW ENFORCEMENT AGENCY based on a pro rata charge for services for that portion of the school year covered by this Agreement prior to termination.

17. Entire Agreement. This Agreement embodies the entire agreement and understanding between the parties with respect to the subject matter hereto and supersedes all prior Agreements, representations and understandings either oral, written or otherwise relating thereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the respective dates under each signature.

“SCHOOL BOARD”

**THE SCHOOL BOARD OF LAKE COUNTY,
FLORIDA**

By: _____
Mollie Cunningham, Chairperson

Date: _____

Approved as to form:

Attest: _____
Diane S. Kornegay, Superintendent

School Board Attorney

“LAW ENFORCEMENT AGENCY”

CITY OF LEESBURG, FLORIDA

By: _____
Jimmy Burry, Mayor

Date: _____

Approved as to form:

Attest: _____
Signature / Title

City of Leesburg Attorney

EXHIBIT “A”

In addition to the routine duties and responsibilities of the SROs, the SROs shall have the following specific duties and responsibilities:

1. Each SRO shall at all times perform his/her duties in accordance with City of Leesburg Police Department’s standard operating procedures.
2. The SRO shall serve as resource instructors providing programs in crime prevention that encourage students to become responsible citizens.
3. The SRO shall also assist the orderly flow of traffic on school grounds.
4. Each SRO shall maintain all law enforcement powers, duties, and responsibilities inclusive of his/her position as City of Leesburg Police Officers while assigned to the SRO program.
5. Each SRO shall be responsible to his/her agency in all matters relating to employment; however, activities conducted by the SRO which are part of the regular school instruction program shall be under the direction of the Principal or his/her designee.
6. Each SRO shall be at his/her school during normal school hours of operation and shall utilize the school’s computer-based visitor management system to sign in and out to verify attendance. During times that the SRO is unable to be on campus or need to leave campus, those times will be coordinated with the Principal or his/her designee and each SRO’s supervisor. The SRO supervisor will assure that the School has a replacement SRO on campus.
7. The SRO shall perform such duties as directed by his/her agency when school is not in session. The Principal or his/her designee shall advise the Officer’s supervisor of the school’s calendar.
8. The SRO may contact students during school hours in conjunction with a criminal investigation so long as such contact does not interfere with or impede the orderly operation of the school or the rights of the individual students.
9. All student record information will be maintained in accordance with the provisions of Florida Statutes.
10. The SRO shall interface with students between class breaks, during lunch periods, before and after school and at school activities at which the SRO is in attendance. The SRO will not be assigned to a permanent school related duty post so as not to establish predictable patterns.
11. In the interest of maintaining a safe and orderly school environment, student and campus supervision is of critical importance. The SRO shall take a prominent role in supervision responsibilities, which shall be coordinated with and agreed to by the SRO and the designated

school Principal. While school is in session, the SRO shall be present on and around the school campus except as permitted in paragraph 6 of this Exhibit A.

12. The SRO shall serve as a referral resource for students, faculty, and parents to community agencies.

13. The SRO shall serve as a Law Enforcement resource to school administration and the District Director of Safety and Security.

14. The SRO shall be familiar and offer support with the plans and strategies for the prevention and control of dangerous situations at the school.

15. The SRO shall be familiar with and shall remain up to date with school safety legislation, specifically Rule 6A-1.0018, F.A.C. and all corresponding Florida Statutes. Accordingly, the SRO shall assist school administration with ensuring compliance with State legislation and District best practices.

16. The SRO, or a designated officer of the LAW ENFORCEMENT AGENCY, shall serve as the mandated sworn law enforcement officer on the School-Based Threat Management Team (SBTMT); and accordingly will complete the required Florida Harm Prevention and Threat Management Model (Florida Model) training in accordance with State Board Rule 6A-1.0018, F.A.C. and §1006.07, Florida Statutes.

17. The SRO and responding LAW ENFORCEMENT AGENCY shall be present and shall actively participate in all active assailant drills, as per State Board Rule 6A-1.0018, F.A.C. [House Bill 1421 (2022)]. The presence of the SRO and each Officer shall be documented in the After Action Report submitted by school administration.

18. The SRO, in accordance with §394.463, Florida Statutes, shall take the lead with or assist District mental health personnel with initiating involuntary examinations for students and staff who meet criteria as defined in Statutes.

19. The SRO will coordinate / consult with the Florida Department of Children and Families (DCF) as necessary to provide necessary support for children and / or families in need.

20. The SRO shall coordinate activities with the school administration and the school guidance department in an effort to identify those students who exhibit indications of early delinquent behavior.

21. The SRO shall attend meetings of school faculty and requested administrative meetings during school hours on a regular basis.

22. The SRO shall not act as a school disciplinarian, as disciplining students is a school responsibility. However, the principal shall contact the SRO for any violations of the law, and the SRO shall determine whether law enforcement action is appropriate.

23. The SRO shall take law enforcement action as necessary and as permitted under Florida law and shall inform the school Principal of such action unless it would impede a criminal investigation, under such circumstances as practical. The SRO shall take appropriate law enforcement action against intruders and unwanted guests who may appear at the school and related school functions, to the extent that the SRO may do so under the authority of law. Whenever practical, the SRO shall advise the Principal before requesting additional law enforcement assistance on campus.

24. The SRO shall be informed by school personnel of any situation occurring on school grounds that would appear to be a violation of the law of criminal nature.

25. The SRO shall maintain detailed accurate records of his/her activities, and provide a written daily report to the LAW ENFORCEMENT AGENCY who shall provide such information to the Safety and Security Department of the SCHOOL BOARD.

26. The SRO and school administration shall work together to keep each other informed during the course of all criminal investigations as permitted by law and as practical. This provision shall not be interpreted so as to interfere with or impede the SRO's law enforcement duties, obligations, and/or powers.

27. The SRO shall work with school administration when determining whether an arrest should be made, or if there is an alternative solution to the incident which would still be in compliance with Florida law. The final decision on whether arrest is appropriate will lie with the attending SRO or other law enforcement officer on scene at the incident. This provision shall not be interpreted so as to interfere with or impede the SRO's law enforcement duties, obligations, or powers.

28. The SRO shall affect a physical arrest for felonies committed on school grounds, particularly those that are "Zero Tolerance", as permitted by law.

29. The SRO shall give assistance to other law enforcement officers and government agencies in matters regarding his/her school assignment, whenever necessary.

30. The parties shall comply with the provisions of the Family Educational Rights and Privacy Act ("FERPA").

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.3.

Meeting Date: August 12, 2024

From: Brad Chase, (Electric Director)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, accepting a Utility Easement to the City of Leesburg from Ring Power Corporation, for the purpose of granting the City an Easement over the property described therein; and providing an effective date.

Staff Recommendation:

Staff recommends accepting and approving the Resolution for a Utility Easement from Ring Power Corporation for property described therein.

Analysis:

Ring Power Corporation is granting a Utility Easement to the City of Leesburg, for the purpose of construction, installation, repair, maintenance, and improvement of the underground or above ground utilities, including but not limited to water, sewer, reuse water, natural gas, and electricity.

Procurement Analysis:

N/A

Options:

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

Fiscal Impact:

None

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA, ACCEPTING A UTILITY EASEMENT TO THE CITY OF
LEESBURG FROM RING POWER CORPORATION, FOR THE PURPOSE OF
GRANTING THE CITY AN EASEMENT OVER THE PROPERTY DESCRIBED
THEREIN; AND PROVIDING AN EFFECTIVE DATE.**

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

THAT the Utility Easement granted to the City of Leesburg, by Ring Power Corporation, for the purpose of granting the City a Utility Easement over, under, across, through and within the real property described in the document is hereby accepted.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 12th day of August 2024.

Mayor

ATTEST:

City Clerk

6/25/24

Ring Power

500 World Commerce Parkway

St. Augustine, FL 32092

Requesting Department- Electric

Contact(s)- Steve Davis 352-728-9786 x2021

Steve.Davis@leesburgflorida.gov

Please provide recorded easement to Andi Purvis, City Clerk

Please provide copy of recorded easement to Steve Davis, Electric and Tracy Bronson, Public Works.

Please provide Resolution for CC to Steve Davis, Electric.

Prepared by/return to:
Jennifer M. Cotch, Esq.
Stone & Gerken, P.A.
4850 N. Highway 19A
Mount Dora, Florida 32757

UTILITY EASEMENT

THIS PERMANENT UTILITY EASEMENT ("**Easement**") is hereby granted by **RING POWER CORPORATION**, a Florida corporation, whose mailing address is 500 World Commerce Parkway, St. Augustine, Florida 32092 ("**GRANTOR**,"), to **THE CITY OF LEESBURG, FLORIDA**, whose mailing address is P.O. Box 490630, Leesburg, Florida 34749-0630, and its successors and assigns ("**GRANTEE**");

WITNESSETH:

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

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

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

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

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

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

WITNESSES:

Stephanie van Rooyen
Signature
Stephanie van Rooyen
Printed Name

Stephanie van Rooyen
Signature
Stephanie van Rooyen
Printed Name

GRANTOR:

RING POWER CORPORATION, a Florida corporation

By: David Kent
Print: David Kent
Title: Construct. mgr.

STATE OF FL
COUNTY OF Lake

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 18 day of June, 2024, by David Kent, as Manager of Ring Power Corporation, a Florida corporation, who is ☒ personally known to me or ☐ who produced the following identification:

Paola M. Ramos
Notary Public Signature
Paola M. Ramos
Notary Public Name

My Commission Number: HH 264202
My Expiration Date: 09/10/2026

(seal)

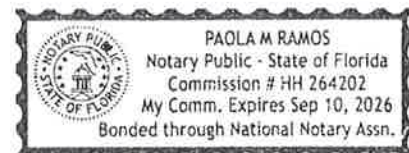
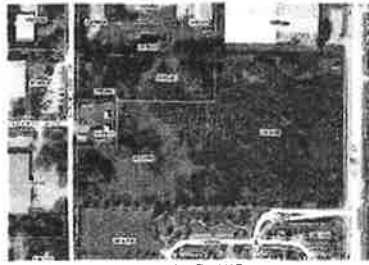


EXHIBIT "A" SKETCH OF UTILITY EASEMENT



VICINITY MAP
(NOT TO SCALE)

NOTE
THIS SKETCH OF EASEMENT IS NOT A BOUNDARY SURVEY. THE PROPERLY BOUNDARY AS DEPICTED HEREON IS BASED ON THE BOUNDARY SURVEY PERFORMED BY THIS FIRM. THE INTENT OF THIS SKETCH IS TO DEPICT THE VARIABLE WIDTH EASEMENT ALONG THE PERIMETER OF THE BOUNDARY AS ESTABLISHED ON THE PREVIOUS BOUNDARY SURVEY.

ADDRESS: 280 FLATWOODS ROAD,
LEESBURG, FLORIDA

LEGAL DESCRIPTION FOR THE CENTERLINE OF A VARIABLE WIDTH UTILITY EASEMENT:
COMMENCING AT THE INTERSECTION OF THE NORTH BOUNDARY LINE OF THE LANDS DESCRIBED
IN ORB 6070, PAGE 836, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA AND THE WEST RIGHT OF
WAY LINE OF SOUTH STREET/STATE ROAD NO. 44, THENCE S00°35'25"W 20.00' TO A POINT;
THENCE N89°22'24"W 5.00' TO THE POINT OF BEGINNING OF THE CENTERLINE OF AN EASEMENT OF
VARIABLE WIDTH; THENCE RUN S00°35'25"W, 610.83' ALONG THE CENTERLINE OF A 10.00' UTILITY
EASEMENT; THENCE N89°24'35"W, 20.00' ALONG THE CENTERLINE OF A 10.00' UTILITY EASEMENT;
THENCE S00°35'25"W 61.87' ALONG THE CENTERLINE OF A 10.00' UTILITY EASEMENT TO A POINT
ON THE CENTERLINE OF A 7.5' UTILITY EASEMENT; THENCE N89°20'14"W, 1206.98' ALONG THE
CENTERLINE OF A 7.5' UTILITY EASEMENT TO A POINT ON THE CENTERLINE OF A 10.00' UTILITY
EASEMENT; THENCE N00°44'14"E, 268.11' TO A POINT ON THE CENTERLINE OF A 7.50' UTILITY
EASEMENT; THENCE S89°20'21"E, 178.73' ALONG THE CENTERLINE OF A 7.50' UTILITY EASEMENT;
THENCE N00°44'46"E, 217.51' ALONG THE CENTERLINE OF A 7.50' UTILITY EASEMENT; THENCE
N89°20'04"W, 178.67' ALONG THE CENTERLINE OF A 7.50' UTILITY EASEMENT, TO A POINT ON THE
CENTERLINE OF A 10.00' UTILITY EASEMENT; THENCE N00°43'31"E, A DISTANCE OF 186.33'; THENCE
S89°22'24"E, 1225.20' ALONG THE CENTERLINE OF A 10.00' UTILITY EASEMENT TO THE POINT OF
BEGINNING.

SCALE: 1" = 160' DATE: 10-24-15 SKETCH OF DESCRIPTION DRAWN BY: TM

CERTIFIED TO:
RING POWER, INC.
SPRINGSTEAD ENGINEERING, INC.
CITY OF LEESBURG, FLORIDA.

SURVEY DATA SOLUTIONS, LLC.

P.O. BOX 1148 ALTOONA, FL. 32702
PHONE (352) 816-4084 LB 8546
CONTACT SDS.US@GMAIL.COM

PRINTING ELECTRONICALLY SIGNED DOCUMENT
IN ORDER FOR THIS DOCUMENT TO BE VIEWED
CORRECTLY IT MUST BE PRINTED ON AN
8.5 X 11 (LEGAL) SIZE PAPER AND WITH NO
SCALING, FITTING TO PAGE OR CUSTOM SIZE
OPTIONS. PRINTING THIS SHEET NOT TO SCALE
IS ONLY FOR VISUAL AID PURPOSES. THE SIGNED
SURVEYOR TAKES NO LIABILITY IN INFORMATION
OBTAINED FROM ITS USE IN SUCH A MANNER.
THE SEAL AND SIGNATURE APPEARING ON THIS
DOCUMENT WAS AUTHORIZED BY EUGENE
HART FL 1503232



**Springstead
Engineering, Inc.**
Consulting Engineers - Planners

727 South 14th Street
Leesburg, Florida 34748
Lake (352) 787-1414
Sumter (352) 793-3639
Fax (352) 787-7221

TO: City of Leesburg
550 South 14th Street
Leesburg, Florida 34748

Date: June 25, 2024

Job No.: 2310001.000

Attention: Tracy Bronson

Re Ring Power – Leesburg Branch Facility (AR1053)

WE ARE SENDING YOU ☒ Enclosed ☐ under separate cover via _____ the following items:

Copies	Date	No.	Description
1		1	Original Executed Utility Easement Per Steve Davis – for recording

THESE ARE TRANSMITTED as checked below:

☒ For Recording

☐ Approved as submitted

☐ Approved for payment

REMARKS:

COPY TO:

SIGNED: _____
David W. Springstead, P.E.

Received by: _____

Printed Name: _____

Date & Time: _____

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.4.

Meeting Date: August 12, 2024

From: Tracey Dean, (Airport Manager)

Subject: Resolutions authorizing execution of Amendment 1 to FDOT Public Transportation Grant Agreement 438449-1-94-01, execution of a Task Order with AVCON, Inc., for construction oversight, and execution of a construction services agreement with Bulldog Sitework, LLC, for Phase I Hangar project at the Leesburg International Airport; and providing an effective date.

Staff Recommendation:

Staff recommends

1. Approval of the resolution authorizing execution of Amendment 1 to Public Transportation Grant Agreement (PTGA) FM No. 438449-1-94-01 for an amount of \$167,670.00.
2. Approval of the resolution authorizing execution of AVCON, Inc. Task Order, under the continuing services agreement, approved by Resolution 11,769, dated 1/22/2024, for an amount of \$231,200.00.
3. Approval of the resolution authorizing execution of the Bulldog Sitework, LLC construction agreement for an amount of \$1,849,637.13.

Analysis:

Phase I of the project entails excavation & grading of the 6± acre parcel, stormwater pond modifications, relocation of underground utilities, and all associated asphalt taxilane construction. Future phases of this project consist of one (1) multi-unit storage box-hangar building, two (2) multi-unit storage t-hangar buildings, and one (1) multi-unit maintenance hangar building.

The Florida Department of Transportation (FDOT) issued PTGA FM No. 438449-1-94-01 on June 19, 2023, for \$1.5M dollars based on Phase I construction estimates. Now, FDOT is presenting Amendment 1 to add additional funding based on bids.

Procurement Analysis:

The Purchasing Division and Civic Initiatives issued Invitation to Bid (ITB) 241001 on May 30, 2024. The opportunity was posted to the City's online solicitation platform. Three (3) contractors attended the non-mandatory pre-bid meeting on June 6, 2024. On July 1, 2024, Civic Initiatives received and opened three (3) bid responses via virtual Zoom meeting.

Following review of the bids by Staff and the Engineer of Record, Bulldog Sitework, LLC, was determined to be the lowest responsible and responsive bidder. A summary of the bids is provided here:

1. Bulldog Sitework, LLC - \$1,849,637.13
2. GSB Construction & Development, Inc. - \$2,785,000.00
3. Cathcart Construction Co – Florida, LLC - \$3,456,130.00

The City's Local Vendor Preference Policy (LVP) is not applicable to this Solicitation due to receiving state funds from the Florida Department of Transportation. State procurement regulations do not permit a location-based preference to be applied by the grant recipient.

Options:

1. Approve and execute:
Amendment 1 to PTGA Financial No. 438449-1; and,
AVCON, Inc. Task Order; and,
Bulldog Sitework, LLC, construction services agreement; or,
2. Such alternative actions as the Commission may deem appropriate.

Fiscal Impact:

The current Airport Capital Projects includes \$2,984,262.00 for this project. This project is funded 80% by an FDOT State grant and the remaining 20% with Airport funds.

Account No.	048-8099-542-6310
Project No.	480002
WF No.	WF1383898/2
Requisition	56438
Budget	\$2,984,262.00
Available	\$2,984,054.00

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AMENDMENT 1 TO PUBLIC TRANSPORTATION GRANT AGREEMENT FM NO. 438449-1-94-01, BETWEEN THE CITY OF LEESBURG AND THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, FOR THE PURPOSE OF ADDING ADDITIONAL FUNDING FOR CONSTRUCTION OF PHASE I, AIRCRAFT HANGAR BUILDINGS AND ASSOCIATED TAXILANES PROJECT, AT THE LEESBURG INTERNATIONAL AIRPORT; AND PROVIDING AN EFFECTIVE DATE.

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

THAT the Mayor and City Clerk are hereby authorized to execute an agreement with The Florida Department of Transportation, whose address is 719 S Woodland Boulevard, DeLand, Florida 32720, for grant funding.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 12th day of August 2024.

Mayor

ATTEST:

City Clerk

Financial Project Number(s): (item-segment-phase-sequence)	Fund(s):	DDR	FLAIR Category:	088719
438449-1-94-01	Work Activity Code/Function:	215	Object Code:	751000
	Federal Number/Federal Award		Org. Code:	55052000531
	Identification Number (FAIN) – Transit only:		Vendor Number:	VF596000362006
Contract Number: G2L59	Federal Award Date:		Amendment No.:	1
CFDA Number: N/A	SAM/UEI Number:			
CFDA Title: N/A				
CSFA Number: 55.004				
CSFA Title: Aviation Grant Program				

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

Form 725-000-03
STRATEGIC
DEVELOPMENT
OGC 07/22

- ___ *Exhibit I: Certification of Disbursement of Payment to Vehicle and/or Equipment Vendor
___ *Additional Exhibit(s):

4. Project Cost.

The estimated total cost of the Project is X increased/ ___ decreased by \$205,837 bringing the revised total cost of the project to \$2,080,837.

The Department's participation is X increased/ ___ decreased by \$164,670. The Department agrees to participate in the Project cost up to the maximum amount of \$1,664,670, and, additionally the Department's participation in the Project shall not exceed 80.00% of the total eligible cost of the Project.

Except as modified, amended, or changed by this Amendment, all of the terms and conditions of the Agreement and any amendments thereto shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Amendment on the day and year written above.

AGENCY City of Leesburg

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____
Name: _____
Title: _____

By: _____
Name: C. Jack Adkins
Title: Director of Transportation Development

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

Legal Review: Daniel L. McDermott

**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS****EXHIBIT A****Project Description and Responsibilities**

A. Project Description (description of Agency's project to provide context, description of project components funded via this Agreement (if not the entire project)): This project consists of the bidding and construction of infrastructure for T-hangar and box hangar and maintenance hangar buildings including associated aircraft taxi lanes and utilities.

B. Project Location (limits, city, county, map): Leesburg International Airport/Leesburg, FL/Lake

C. Project Scope (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): As required by 215.971, F.S., this scope of work includes but is not limited to

consultant fees, bid and award services, survey and geotechnical costs, permit preparation and application fees, construction inspection and material testing costs, mobilization and demobilization, maintenance of traffic, erosion control, demolition, pavement (access roadways, parking lots, and sidewalks), drainage, utilities, primary and back-up power supplies, buildings (foundation, structure, roof, MEP, drainage, and fire prevention and protection), pavement marking, lighting and signage, fencing and gates, landscaping (including outdoor lighting), and indoor/outdoor security systems, including all materials, equipment, labor, and incidentals required to complete this hangar infrastructure project. The specifics of the Project Scope for construction are described in and limited by the Contract Drawings identified as "Construction of Aircraft Storage Hangars - Phase I at Leesburg International Airport" prepared by GAI Consultants, Inc., signed and sealed on the 10 day of April, 2023, together with all plan updates, necessary design variation, exceptions, and change orders approved by the Agency. The Sponsor will comply with Aviation Program Assurances.

D. Deliverable(s): Final close out documents to be uploaded in JACIP.

The project scope identifies the ultimate project deliverables. Deliverables for requisition, payment and invoice purposes will be the incremental progress made toward completion of project scope elements. Supporting documentation will be quantifiable, measurable, and verifiable, to allow for a determination of the amount of incremental progress that has been made, and provide evidence that the payment requested is commensurate with the accomplished incremental progress and costs incurred by the Agency.

E. Unallowable Costs (including but not limited to): Stored materials unless prior written approval from FDOT is obtained.

F. Transit Operating Grant Requirements (Transit Only):

Transit Operating Grants billed as an operational subsidy will require an expenditure detail report from the Agency that matches the invoice period. The expenditure detail, along with the progress report, will be the required deliverables for Transit Operating Grants. Operating grants may be issued for a term not to exceed three years from execution. The original grant agreement will include funding for year one. Funding for years two and three will be added by amendment as long as the grantee has submitted all invoices on schedule and the project deliverables for the year have been met.



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

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 07/22

EXHIBIT B

Schedule of Financial Assistance

FUNDS AWARDED TO THE AGENCY AND REQUIRED MATCHING FUNDS PURSUANT TO THIS AGREEMENT
CONSIST OF THE FOLLOWING:

A. Fund Type and Fiscal Year:

Financial Management Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
438449-1-94-01	DDR	088719	2023	751000	55.004	Aviation Grant Program	\$1,500,000.00
438449-1-94-01	DDR	088719	2025	751000	55.004	Aviation Grant Program	\$164,670.00
438449-1-94-01	LF	088719	2025	751000	55.004	Aviation Grant Program	\$41,167.00
438449-1-94-01	LF	088719	2023	751000	55.004	Aviation Grant Program	\$375,000.00
Total Financial Assistance							\$2,080,837.00

B. Estimate of Project Costs by Grant Phase:

Phases*	State	Local	Federal	Totals	State %	Local %	Federal %
Land Acquisition	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Planning	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Environmental/Design/Construction	\$1,664,670.00	\$416,167.00	\$0.00	\$2,080,837.00	80.00	20.00	0.00
Capital Equipment/ Preventative Maintenance	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Match to Direct Federal Funding	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Mobility Management (Transit Only)	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Totals	\$1,664,670.00	\$416,167.00	\$0.00	\$2,080,837.00			

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

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

BUDGET/COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category (grant phase) has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, Florida Statutes. Documentation is on file evidencing the methodology used and the conclusions reached.

Luciana Taylor

Department Grant Manager Name

Signature

Date

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

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 07/22

EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED

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

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 07/22

EXHIBIT G

AUDIT REQUIREMENTS FOR AWARDS OF STATE FINANCIAL ASSISTANCE

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:~

Awarding Agency: Florida Department of Transportation

State Project Title: Aviation Grant Program

CSFA Number: 55.004

***Award Amount:** \$1,664,670

*The award amount may change with amendments

Specific project information for CSFA Number 55.004 is provided at: <https://apps.fldfs.com/fsaa/searchCatalog.aspx>

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number 55.004 are provided at:
<https://apps.fldfs.com/fsaa/searchCompliance.aspx>

The State Projects Compliance Supplement is provided at: <https://apps.fldfs.com/fsaa/compliance.aspx>

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A TASK ORDER WITH AVCON, INC., FOR CONSTRUCTION OVERSIGHT SERVICES, FOR PHASE I HANGAR INFRASTRUCTURE, AT THE LEESBURG INTERNATIONAL AIRPORT; AND PROVIDING AN EFFECTIVE DATE.

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

THAT the Mayor and City Clerk are hereby authorized to execute an agreement with AVCON, Inc., whose address is 5555 E. Michigan Street, Suite 200, Orlando, Florida 32822, for professional services.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 12th day of August 2024.

Mayor

ATTEST:

City Clerk

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

THIS TASK ORDER is made as of the 12 day of August in the year 2024, between **THE CITY OF LEESBURG, FLORIDA**, a Florida Municipal Corporation, whose address is 501 West Meadow Street, Post Office Box 490630, Leesburg, Florida 34749-0630 (hereinafter referred to as the “CITY”, or “SPONSOR”, or “OWNER”), and **AVCON, INC.** whose address is 5555 E. Michigan Street, Suite 200, Orlando, FL 32822 (hereinafter referred to as the “PROFESSIONAL”, or “CONSULTANT”, or “Consultant”).

WITNESSTH:

WHEREAS, on January 22, 2024, pursuant to resolution 11,769 the CITY and PROFESSIONAL entered into an Agreement for professional engineering services on a continuing basis (hereinafter referred to as the “Master Agreement”). The Master Agreement is referenced herein as though set forth in full text.

WHEREAS, the CITY and the PROFESSIONAL desire to enter into a Written Task Order (hereinafter referred to as “Task Order”) for professional services providing design services on the below referenced Project.

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

1. **Recitals.**

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

2. **Scope of Services.**

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

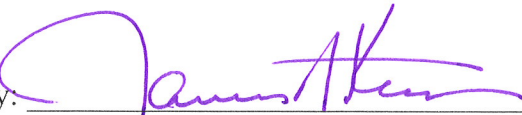
**Project:
LEESBURG INTERNATIONAL AIRPORT
AIRCRAFT STORAGE HANGARS – PHASE I
CONSTRUCTION PHASE SERVICES**

3. **Compensation.**

The PROFESSIONAL shall perform the Scope of Services for an amount of **\$231,200.00**. The cost of these services shall not exceed this amount unless the CITY has executed a written Change Order approving additional Services and additional compensation. *[Signature page follows.]*

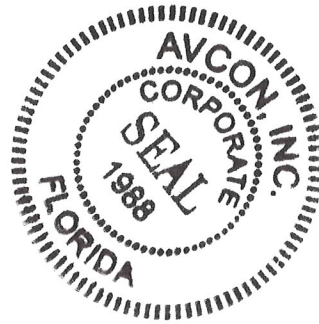
IN WITNESS WHEREOF, the parties hereto have executed this Task Order on the date stated in the preamble.

AVCON, INC.

By: 

Printed: James A. Kriss, P.E.

Its: Senior Vice President
(Title)



THE CITY OF LEESBURG, FLORIDA

By: _____
James A. Burry Jr., Mayor

ATTEST:

J. Andi Purvis, City Clerk

APPROVED AS TO FORM:

William Watson, City Attorney

ATTACHMENT A
SCOPE OF SERVICES



Leesburg International Airport
Aircraft Storage Hangars – Phase I
Construction Phase Services

PROJECT DESCRIPTION:

The Leesburg International Airport (LEE) has identified the area north of Airport Boulevard and west of Echo Drive for development of aircraft storage and maintenance hangars for general aviation aircraft. The project limits are depicted on Attachment C. The aircraft storage hangars will accommodate piston and small turbine aircraft similar in size of those currently stored in the existing adjacent hangars. The maintenance hangars will include floor drains, oil/water separators, restrooms, and auto parking for each unit. The hangars will utilize existing taxilanes and roads for access. Phase I of this project includes construction of the infrastructure and utility relocations necessary to accommodate the future construction of the hangar facilities. At this time, no vertical construction is planned for construction/installation. Stormwater treatment and utility connections will also utilize existing infrastructure where possible.

PROJECT JUSTIFICATION:

The Airport has demand for aircraft storage hangars and maintenance hangar space. Completing the Phase I construction will allow for “pad-ready” construction of future hangar development.

TASKS AND COST:

This scope of services includes Construction Phase Services. Total Lump Sum cost of this scope of services is **\$231,200.00**.

SERVICES:

Administration

The CONSULTANT shall aid the SPONSOR by acting as its liaison and Project coordinator with the FAA and FDOT during the Project’s bidding and construction. In addition, the CONSULTANT shall assist the SPONSOR in the preparation of paperwork required to secure funds for the Project. The specific services to be provided or furnished for this Phase of the Project are the following:

- Grant management.
- Preparation of reimbursement requests.
- Project coordination with the funding agencies.

Construction Phase

Construction Administration

Construction Contract Administration shall consist of observation of the construction to become generally familiar with the progress and quality of the Contractor's work to determine if the work is proceeding in general conformity with the Contract Documents. In addition, the CONSULTANT shall aid the SPONSOR by acting as its liaison and Project coordinator with FDOT during the construction of the Project.

Construction Contract Administration includes the following services:

- Prepare reimbursement request packages; coordinate their execution by the SPONSOR and submit to FDOT.
- Schedule and conduct a pre-construction conference. Prepare and distribute meeting minutes.
- Schedule and conduct bi-weekly construction coordination meetings. Prepare and distribute meeting minutes.
- Review, approve, or take other appropriate action on all Contractor-required submittals, such as construction schedules and phasing programs, shop drawings, product data, catalog cuts, and samples.
- Review alternative construction methods proposed by the Contractor and advise the SPONSOR of the impact of these methods on the schedule and quality of the Project.
- Prepare supplemental drawings and change orders necessary to execute the work properly within the intended scope. Assist the SPONSOR in resolving contractor claims and disputes.
- Provide interpretation of the Contract Document requirements and advise the Contractor of these on behalf of the SPONSOR when necessary.
- Review and approve monthly and final payments to the Contractor.
- Conduct final inspection of the completed Project with the SPONSOR, FDOT, and the Contractor.
- Furnish the SPONSOR one reproducible set of the record drawings for the completed Project taken from the annotated record drawings based upon Contractor provided information and Contractor provided as-built survey.
- Issue certificates of construction completion to the SPONSOR and FDOT.
- Perform an orderly closeout of the Project as required by the SPONSOR and FDOT.

Construction Observation

Construction Observation shall consist of observation on a full-time basis by an engineer/inspector who will also:

- Maintain the Project records in accordance with the FDOT standard requirements.

- Review documents and submissions by Contractor(s) pertaining to scheduling and advise the SPONSOR as to their acceptability.
- Observe the Work to determine general conformity with the Contract Documents and to ascertain the need for correction or rejection of the Work. Neither the activities of the engineer/inspector and/or supporting staff nor the presence of any of them at a construction/Project site shall relieve Contractor of its obligations, duties, and responsibilities, including but not limited to, construction means, methods, sequences, techniques, or procedures necessary for performing, superintending, or coordinating the Work in accordance with the Contract Documents and any health or safety precautions or measures required by regulatory agencies.
- Attend pre-construction conference and bi-weekly progress meetings.
- Coordinate, schedule, oversee, and review Construction Material Quality Assurance testing in accordance with the Contract and/or the Contractor's approved Quality Control Plan.
- Review of testing and inspection completed by contractor.
- Prepare and submit inspection reports of construction activity and problems encountered as required by the SPONSOR and FDOT.

The construction contract has a 180-calendar day duration from the full notice to proceed. This scope and fee assumes that there will be full-time inspection of the project and it is assumed that one person will be onsite daily, and another person will be onsite bi-weekly for a coordination/progress meeting.

The CONSULTANT agrees to perform the Construction Observation services for this Project during the construction contract period, estimated to be as follows:

Pre-Construction:	5 working days
Full-time Inspection:	128 working days
Post-Construction:	5 working days

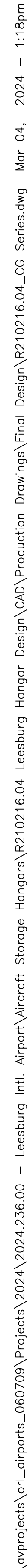
END OF ATTACHMENT A

ATTACHMENT B - HOUR AND FEE PROPOSAL
CONSTRUCTION SERVICES FOR AIRCRAFT STORAGE HANGARS - PHASE I
LEESBURG INTERNATIONAL AIRPORT

08/08/2023

TASK	DESCRIPTION	Principal		Sr. Project Manager		Project Engineer		Sr. Inspector		Contract Administrator		Admin		Labor		Subconsultant Cost
		Rate/Hour:	\$ 310	Rate/Hour:	\$ 230	Rate/Hour:	\$ 150	Rate/Hour:	\$ 140	Rate/Hour:	\$ 120	Rate/Hour:	\$ 80			
		Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	
1	CONSTRUCTION ADMINISTRATION															
1.1	Grant Administration and Project Coordination	4	\$ 1,240	8	\$ 1,840		\$ -		\$ -		\$ -		\$ -	12	\$ 3,080	\$ -
1.2	Pre-Construction meeting		\$ -	4	\$ 920	8	\$ 1,200		\$ -		\$ -		\$ -	12	\$ 2,120	\$ -
1.3	Bi-Weekly Construction meetings		\$ -		\$ -	72	\$ 10,800		\$ -		\$ -		\$ -	72	\$ 10,800	\$ -
1.4	Submittal review and approval, RFI resolution		\$ -	8	\$ 1,840	24	\$ 3,600		\$ -	16	\$ 1,920		\$ -	48	\$ 7,360	\$ -
1.5	Pay application review and approval		\$ -		\$ -	12	\$ 1,800		\$ -	12	\$ 1,440		\$ -	24	\$ 3,240	\$ -
1.6	Final punchwalk, final punchlist, and final inspection		\$ -	8	\$ 1,840	16	\$ 2,400		\$ -	4	\$ 480		\$ -	28	\$ 4,720	\$ -
1.7	Project closeout		\$ -	4	\$ 920	8	\$ 1,200		\$ -	4	\$ 480		\$ -	16	\$ 2,600	\$ -
	Subtotal	4	\$ 1,240	32	\$ 7,360	140	\$ 21,000	0	\$ -	36	\$ 4,320	0	\$ -	212	\$ 33,920	\$ -
2	CONSTRUCTION OBSERVATION															
2.1	Pre-Construction Coordination		\$ -		\$ -		\$ -	40	\$ 5,600		\$ -		\$ -	40	\$ 5,600	\$ -
2.2	On-site construction observation		\$ -		\$ -		\$ -	1280	\$ 179,200		\$ -		\$ -	1,280	\$ 179,200	\$ -
2.3	Post-construction records preparation		\$ -		\$ -		\$ -	40	\$ 5,600		\$ -		\$ -	40	\$ 5,600	\$ -
	Subtotal	0	\$ -	0	\$ -	0	\$ -	1360	\$ 190,400	0	\$ -	0	\$ -	1,360	\$ 190,400	\$ -
3	QUALITY ASSURANCE MATERIAL TESTING															
3.1	Quality Assurance Material Testing		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	0	\$ -	\$ 6,880
	Subtotal	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	\$ 6,880
	Total	4	\$ 1,240	32	\$ 7,360	140	\$ 21,000	1360	\$ 190,400	36	\$ 4,320	0	\$ -	1,572	\$ 224,320	\$ 6,880

Total Project Fee	\$ 231,200
--------------------------	-------------------



1

2

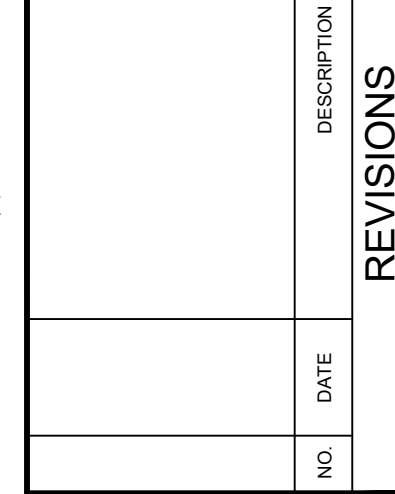
3

4

[illegible]

- | | |
|-----------|---|
| — — — — — | POND TOP OF BANK/BOTTOM OF BANK, (TYP.) |
| ————— | GRADING CONTOUR LINE, (TYP.) |
| — — — — — | GRADING BREAK LINE, (TYP.) |
| x82.00 | GEOMETRY ELEVATION POINT, SEE CS SERIES FOR N/E INFORMATION |

--	--



MATTHEW
Lic.



AVCON PROJECT NUMBER:
2024.236.01

SHEET

CG101

*** THIS SHEET MUST BE PRINTED IN COLOR THIS TEXT SHALL APPEAR "RED" WHEN PRINTED CORRECTLY ***

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A CONSTRUCTION SERVICES AGREEMENT WITH BULLDOG SITEWORK, LLC, FOR PHASE I HANGAR INFRASTRUCTURE PROJECT, AT THE LEESBURG INTERNATIONAL AIRPORT, FOR AN AMOUNT NOT TO EXCEED \$1,849,637.13; 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 Bulldog Sitework, LLC, whose address is PO BOX 490048, Leesburg, Florida 34749, for construction services on the Leesburg International Airport Hangar Infrastructure Phase I Project, pursuant to Invitation for Bid 241001.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 12th day of August 2024.

Mayor

ATTEST:

City Clerk



AVCON, INC.
Engineers & Planners

955 Croton Road
Melbourne, FL 32935
Phone: (321) 428-3777
www.avconinc.com

July 9, 2024

Mrs. Tracey Dean
Airport Manager
Leesburg International Airport
8807 Airport Blvd.
Leesburg, FL 34788

**Reference: Recommendation of Award
Aircraft Storage Hangars – Phase I
Leesburg International Airport**

Dear Mrs. Dean:

On July 1, 2024 at 3:00PM, the City received bids on the above-referenced project. A total of three (3) bids were received as follows:

	Bid Total
Bulldog Sitework, LLC	\$1,849,637.13
GSB Construction & Development, Inc.	\$2,785,000.00
Cathcart Construction Company – Florida, LLC	\$3,456,130.00

Attached is a detailed Bid Tabulation.

The apparent low bidder is **Bulldog Sitework, LLC (Bulldog)** whose total bid is **\$1,849,637.13**. Bulldog submitted the required fillable bid forms, including the 5% Bid Security with notarized Power of Attorney, acknowledgement of Addendums 1 & 2, sub-contractors to be used, and three similar projects completed ranging in value from \$746K to \$4.1M. Bulldog's bid appears to be complete and responsive.

The second lowest bid was from GSB Construction & Development, Inc. (GSB), whose total bid is \$2,785,000.00. GSB submitted the required bid forms, including the 5% Bid Security with notarized Power of Attorney, acknowledgement of Addendums 1 & 2, sub-contractors to be used, and three similar projects completed ranging in value from \$443.7K to \$2.1M. GSB's bid also appears to be complete and responsive.

Ms. Tracey Dean
Leesburg International Airport
Aircraft Storage Hangars – Phase I
July 9, 2024
Page 2 of 2



Notwithstanding the City's Legal Counsel review, **AVCON** recommends award of the contract to **Bulldog Sitework, LLC** for the Total Bid amount of **One Million, Eight Hundred Forty-Nine Thousand, Six Hundred Thirty-Seven Dollars and 13/100 (\$1,849,637.13)**, subject to the availability of funding.

We stand ready to assist the City in the implementation of this project. Should you have any questions or require additional information, please do not hesitate to call.

Sincerely,

AVCON, INC.

A handwritten signature in black ink, appearing to read "Daniel Nickols", written in a cursive style.

Daniel Nickols, P.E.
Senior Project Manager, Airports

Attachment: Bid Tabulation



LEESBURG INTERNATIONAL AIRPORT
ITB 241001 - AIRCRAFT STORAGE HANGARS PHASE 1
BID TABULATION

BASE BID					ENGINEER'S ESTIMATE		BULLDOG SITEWORK, LLC		GSB CONSTRUCTION & DEVELOPMENT, INC.		CATHCART CONSTRUCTION COMPANY - FLORIDA, LLC	
INDEX	PAY ITEM	DESCRIPTION	UNIT	EST. QTY	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
1	P-101	COLD MILLING EXISTING PAVEMENT, FULL DEPTH	SY	8,850	\$3.50	\$30,975.00	\$2.42	\$21,417.00	\$5.34	\$47,259.00	\$33.00	\$292,050.00
2	P-101	CONCRETE PAVEMENT REMOVAL	SY	2,040	\$7.00	\$14,280.00	\$27.00	\$55,080.00	\$17.14	\$34,965.60	\$55.00	\$112,200.00
3	P-101	REMOVAL OF EXISTING DRAINAGE PIPE	LF	190	\$25.00	\$4,750.00	\$23.82	\$4,525.80	\$40.89	\$7,769.10	\$20.00	\$3,800.00
4	P-101	REMOVAL OF EXISTING DRAINAGE STRUCTURE	EACH	8	\$1,500.00	\$12,000.00	\$815.26	\$6,522.08	\$2,723.20	\$21,785.60	\$1,850.00	\$14,800.00
5	P-151	EXISTING TREE REMOVAL	EACH	23	\$500.00	\$11,500.00	\$298.47	\$6,864.81	\$1,054.72	\$24,258.56	\$2,400.00	\$55,200.00
6	P-152	UNCLASSIFIED EXCAVATION	CY	28,250	\$21.25	\$600,312.50	\$16.42	\$463,865.00	\$27.58	\$779,135.00	\$28.00	\$791,000.00
7	P-211	LIME ROCK BASE COURSE	CY	700	\$95.00	\$66,500.00	\$81.72	\$57,204.00	\$199.08	\$139,356.00	\$260.00	\$182,000.00
8	P-403	ASPHALT MIXTURE SURFACE COURSE	TON	970	\$325.00	\$315,250.00	\$366.00	\$355,020.00	\$294.00	\$285,180.00	\$411.00	\$398,670.00
9	P-602	EMULSIFIED ASPHALT PRIME COAT	GAL	1,390	\$6.50	\$9,035.00	\$2.40	\$3,336.00	\$3.96	\$5,504.40	\$9.00	\$12,510.00
10	P-603	EMULSIFIED ASPHALT TACK COAT	GAL	260	\$6.50	\$1,690.00	\$14.64	\$3,806.40	\$3.96	\$1,029.60	\$17.00	\$4,420.00
11	P-620	TAXILANE MARKINGS, WATERBORNE PAINT, WITH TYPE I REFLECTIVE MEDIA	SF	1,020	\$4.00	\$4,080.00	\$1.08	\$1,101.60	\$8.16	\$8,323.20	\$11.00	\$11,220.00
12	P-620	TAXILANE MARKINGS, WATERBORNE PAINT, WITHOUT REFLECTIVE MEDIA	SF	2,040	\$2.00	\$4,080.00	\$0.54	\$1,101.60	\$4.30	\$8,772.00	\$9.00	\$18,360.00
13	P-620	HALF-RATE TAXILANE MARKINGS, WATERBORNE PAINT, WITHOUT REFLECTIVE MEDIA	SF	1,020	\$2.00	\$2,040.00	\$0.90	\$918.00	\$3.51	\$3,580.20	\$9.00	\$9,180.00
14	F-162	REMOVAL OF EXISTING CHAINLINK FENCE	LF	1,490	\$7.50	\$11,175.00	\$3.56	\$5,304.40	\$2.33	\$3,471.70	\$21.00	\$31,290.00
15	F-162	NEW, 8-FOOT, BLACK PVC COATED CHAINLINK FENCE	LF	1,200	\$35.00	\$42,000.00	\$31.20	\$37,440.00	\$91.87	\$110,244.00	\$88.00	\$105,600.00
16	F-162	REMOVAL OF EXISTING BOLLARDS	LS	1	\$5,000.00	\$5,000.00	\$3,710.40	\$3,710.40	\$16,640.00	\$16,640.00	\$1,800.00	\$1,800.00
17	F-162	INSTALL NEW ACCESS GATE LOOP DETECTOR	LS	1	\$5,000.00	\$5,000.00	\$2,677.20	\$2,677.20	\$6,400.00	\$6,400.00	\$7,500.00	\$7,500.00
18	D-701	10-INCH PVC, INSTALLED	LF	630	\$50.00	\$31,500.00	\$51.22	\$32,268.60	\$52.14	\$32,848.20	\$98.00	\$61,740.00
19	D-701	15-INCH REINFORCED CONCRETE PIPE, CLASS III, INSTALLED	LF	560	\$75.00	\$42,000.00	\$73.10	\$40,936.00	\$75.15	\$42,084.00	\$150.00	\$84,000.00
20	D-751	NEW, 15-INCH NYOPLAST YARD DRAIN WITH CAST IRON GRATE, INSTALLED	EACH	5	\$1,750.00	\$12,250.00	\$2,686.80	\$18,807.60	\$2,651.43	\$18,560.01	\$3,000.00	\$21,000.00
21	D-751	DITCH BOTTOM INLET, TYPE C, FDOT INDEX 425-052	EACH	5	\$5,500.00	\$27,500.00	\$4,090.80	\$20,454.00	\$6,630.40	\$33,152.00	\$7,000.00	\$35,000.00
22	D-751	DITCH BOTTOM INLET, MODIFIED TYPE C, FDOT INDEX 425-052	EACH	2	\$6,000.00	\$12,000.00	\$4,484.40	\$8,968.80	\$7,040.00	\$14,080.00	\$8,000.00	\$16,000.00
23	D-751	NEW CROSS DRAINED MITERED END SECTION, SINGLE BARREL	LF	5	\$2,000.00	\$10,000.00	\$2,440.80	\$12,204.00	\$18,700.80	\$93,504.00	\$5,500.00	\$27,500.00
24	--	GOPHER TORTOISE SURVEY/PROTECTION	LS	1	\$4,000.00	\$4,000.00	\$1,320.00	\$1,320.00	\$23,040.00	\$23,040.00	\$7,500.00	\$7,500.00
25	--	GOPHER TORTOISE PERMIT	ALLOW	1	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00
26	--	GOPHER TORTOISE BURROW EXCAVATION AND RELOCATION	ALLOW	1	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
27	T-904	SODDING	SY	31,800	\$3.50	\$111,300.00	\$4.50	\$143,100.00	\$6.48	\$206,064.00	\$7.00	\$222,600.00
28	SP-01	INSTALL 2-6", PVC ELECTRICAL CONDUIT IN TURF	LF	1,100	\$30.00	\$33,000.00	\$21.04	\$23,144.00	\$95.42	\$104,962.00	\$105.00	\$115,500.00
29	SP-01	CITY OF LEESBURG UTILITIES - POWER DEPARTMENT'S RELOCATION OF UNDERGROUND POWER	ALLOW	1	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00
30	SP-02	REMOVAL, INSTALLATION, AND MODIFICATION OF UNDERGROUND GAS	LS	1	\$50,000.00	\$50,000.00	\$15,000.00	\$15,000.00	\$57,600.00	\$57,600.00	\$76,000.00	\$76,000.00
31	SP-03	REMOVAL, INSTALLATION, AND MODIFICATION OF UNDERGROUND COMMUNICATIOIN	LS	1	\$25,000.00	\$25,000.00	\$15,600.00	\$15,600.00	\$51,200.00	\$51,200.00	\$34,000.00	\$34,000.00
32	SP-04	REMOVAL, INSTALLATION, AND MODIFICATION OF UNDERGROUND RECLAIMED WATER	ALLOW	1	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00
33	SP-04	REMOVAL AND MODIFICATION OF EXISTING POTABLE WATER AND HYDRANT SYSTEM	LS	1	\$25,000.00	\$25,000.00	\$21,528.60	\$21,528.60	\$40,716.80	\$40,716.80	\$75,000.00	\$75,000.00
34	--	REMOVAL OF EXISTING CAMERA SYSTEMS	LS	1	\$15,000.00	\$15,000.00	\$2,770.80	\$2,770.80	\$14,720.00	\$14,720.00	\$3,375.00	\$3,375.00
35	GP-80	CONSTRUCTION SAFETY AND PHASING PLAN	LS	1	\$25,000.00	\$25,000.00	\$22,519.78	\$22,519.78	\$65,216.00	\$65,216.00	\$16,875.00	\$16,875.00
36	C-102	STORM DRAIN INLET PROTECTION	EACH	14	\$150.00	\$2,100.00	\$47.30	\$662.20	\$325.00	\$4,550.00	\$375.00	\$5,250.00
37	C-102	RIPRAP (RUBBLE DITCH LINING)	CY	8	\$100.00	\$800.00	\$378.00	\$3,024.00	\$300.00	\$2,400.00	\$250.00	\$2,000.00
38	C-102	TEMPORARY AIR & WATER POLLUTION, SOIL EROSION, AND SILTATION CONTROL	LS	1	\$15,000.00	\$15,000.00	\$40,103.21	\$40,103.21	\$25,500.00	\$25,500.00	\$33,750.00	\$33,750.00
39	C-105	MOBILIZATION (10% MAXIMUM)	LS	1	\$181,382.50	\$181,382.50	\$159,831.25	\$159,831.25	\$213,629.03	\$213,629.03	\$329,940.00	\$329,940.00
					BID TOTAL	\$2,000,000.00		\$1,849,637.13		\$2,785,000.00		\$3,456,130.01

Bid Tabulation completed by Daniel Nickols, P.E.

Signed:



AGREEMENT FOR CONSTRUCTION SERVICES

THIS AGREEMENT is made as of the 12 day of August in the year 2024, 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” or “Owner”), and **BULLDOG SITEWORK** whose address is 1533 Youngs Road, Post Office Box 490048, Leesburg, Florida 34748 (hereinafter referred to as the “CONTRACTOR”).

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

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

- a. This Agreement; and
- b. Invitation for Bid (IFB) 241001- Aircraft Storage Hangars- Phase 1 in its entirety; and
- c. The Professional Drawings titled Aircraft Storage Hangars Phase 1- Avon, Inc; and
- d. Supplemental Conditions included as Attachment ‘A’; and
- e. The CONTRACTOR’S response to IFB 241001 made electronically on July 1, 2024; and
- f. The Schedule of Bid Items included as Attachment ‘B’.

2. **Scope of Services.** The CONTRACTOR shall furnish the following services generally described as the **AIRCRAFT STORAGE HANGARS – PHASE I** to the CITY as listed in Invitation for Bid 241001. Nothing herein shall limit the CITY’S right to obtain bids or proposals for services from other contractors for same or similar work.

3. **Total Construction Cost.** The CONTRACTOR shall perform the Services for a total price not to exceed **\$1,849,637.13**. The cost of these services shall not exceed this amount unless the CITY has executed a written change order approving any increase in price.

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

5. **Professional License.** The CONTRACTOR holds an Underground Utility & Excavation number CUC1225579 issued by the State of Florida. The name of the Qualifying Agent is Naiara Petralanda. CONTRACTOR must maintain this license during the full duration of this Agreement.

6. **Term of Agreement.** This Agreement shall commence upon the date of execution and shall remain in effect until such time as the contracted services have been completed, and accepted by the CITY’s authorized representative, unless earlier terminated in accordance with its provisions. Those portions imposing warranty requirements on CONTRACTOR, together with

any implied warranties under law, will continue to remain in effect until completion of the expressed and/or implied warranty periods.

7. **Notice to Proceed (NTP).** The CITY's notice to proceed will state the date on which contract time commences. The CONTRACTOR is expected to commence project operations within seven (7) days of the NTP date. The CONTRACTOR shall notify the Engineer at least 24 hours in advance of the time contract operations begins. The CONTRACTOR shall not commence any actual operations prior to the date on which the NTP is issued by the CITY.

8. **Notice to Procure (NTPr) or Limited Notice to Proceed (LNTP).** The CITY recognizes this project includes custom manufactured materials. To accommodate lead times the CONTRACTOR may request the CITY issue a LNTP allowing the CONTRACTOR to place orders for these materials and equipment.

9. **Commencement and Completion.** The CITY and the CONTRACTOR mutually agree time is of the essence with respect to the dates and times set forth in the Agreement Documents. To that end, the CONTRACTOR will commence work no later than stated in the NTP paragraph and will diligently and continuously prosecute the work at such a rate, and with sufficient forces as will allow the CONTRACTOR to achieve Final Completion no later **ONE HUNDRED EIGHTY (180)** continuous calendar days after CITY issues a Notice to Proceed, subject only to any adjustments in the contract time that may be authorized by change orders properly issued in accordance with the Agreement Documents. In executing this Agreement, CONTRACTOR affirms the time set for completion is reasonable.

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

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

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

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

The CITY may terminate this Agreement for cause without penalty or further obligation at any time following Agreement execution, if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on behalf of the CITY is at any time while the Agreement or any extension thereof is in effect, an employee or agent of any other party to the Agreement in any capacity or consultant to any other party of the Agreement with respect to the subject matter of the Agreement. Additionally, the CITY may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the CITY from any other party to the Agreement.

11. **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.

12. **Termination for Convenience.** The CITY may terminate this Agreement at any time without cause by providing the CONTRACTOR with FIFTEEN (15) calendar days advance notice in writing. In the event of termination for convenience, all finished or unfinished deliverable items prepared by the CONTRACTOR under this Agreement shall, at the option of the CITY, become the CITY's property. If the Agreement is terminated for convenience by the CITY as provided herein, the CONTRACTOR shall be paid for services satisfactorily completed, less payment or compensation previously made. The CONTRACTOR shall not incur any additional expenses after receiving the written termination notice.

13. **Guaranty of Faithful Performance and Payment.** Performance and Payment Bonds (Separate bonds), written by a Surety firm satisfactory to the City of Leesburg on forms acceptable to the CITY which comply with Section 255.05(1), Florida Statutes, will be required of the successful Bidder to guarantee that CONTRACTOR will deliver a complete project under this Contract in strict accordance with the Contract Documents and will, after receiving payment from the CITY, pay promptly all persons supplying him with labor or materials for work.

The Performance and Payment Bonds will be equal to 100% of the Agreement amount for services. The cost of the bonds shall be borne by the CONTRACTOR.

The bonds shall be written by a qualified Surety firm and through a reputable and responsible surety bond agency licensed to do business in the State of Florida and Lake County and meet the following requirements:

- a. The Surety must be rated as "A" or better as to strength by Best's Insurance Guide, published by Alfred M. Best Company, Inc., 75 Fulton Street, New York, New York.
- b. Bonding Limit - Any One Risk: The Bonding Limit of the Surety shall not exceed ten (10) percent of the policy-holders surplus (capital and surplus) as listed by the aforementioned Best's Insurance Guide.

The completed Bonds will be executed in four (4) counterparts and delivered to the City of Leesburg Procurement Division with the required Power-of-Attorney. The City must receive the Bonds before a Notice to Proceed will be issued.

14. Insurance Requirements.

- a. Scope of Insurance - The CONTRACTOR shall procure and maintain at its own expense, the following minimum insurance coverage, unless otherwise specified in the Contract Documents.
 - i. All required insurance shall be provided by insurers acceptable to the CITY with an A.M. Best rating of at least A: VII.
 - ii. The CONTRACTOR shall require, and shall be responsible for assuring that any and all of its subcontractors secure and maintain such insurance that are required by law to be provided on behalf of their employees and others until the completion of that subcontractors work.
 - iii. The required insurance shall be secured and maintained for not less than the limits required by the CITY, or as required by law, whichever is greater.
 - iv. The required insurance shall not limit the liability of the CONTRACTOR. The CITY does not represent these coverages or amounts to be adequate or sufficient to protect the CONTRACTOR's interests or liabilities, but are merely required minimums.
 - v. The provisions of the required insurance are subject to the approval of the City's Risk Manager, and upon request, the CONTRACTOR shall make available certified copies of the various policies for inspection.
 - vi. All liability insurance, except professional liability, shall be written on an occurrence basis.
 - vii. The CONTRACTOR waives its right of recovery against the CITY to the extent permitted by its insurance policies.
 - viii. Insurance required of the CONTRACTOR, or any other insurance of the CONTRACTOR shall be considered primary, and insurance of the CITY, if any, shall be considered excess as applicable to any claims which arise out of the agreement, Contract or lease.
- b. Certificate of Insurance - The CONTRACTOR shall provide evidence of required minimum insurance by providing the CITY an ACORD or other

Certificate of Insurance in forms acceptable to the Risk Manager for the CITY, before any work under the agreement, Contract or lease begins.

- i. Except for workers' compensation and professional liability, the CONTRACTOR's insurance policies shall be endorsed to name the City of Leesburg as additional insured to the extent of the agreement, Contract or lease.
- ii. The Certificate(s) of Insurance shall designate the CITY as certificate holder as follows: City of Leesburg, Attn: Purchasing Manager, P.O. Box 490630, Leesburg, Florida 34749-0630.
- iii. The Certificate(s) of Insurance shall include a reference to the project and/or purchase order number.
- iv. The Certificate(s) of Insurance shall indicate that the CITY shall be notified at least thirty (30) days in advance of cancellation.
- v. The Certificate(s) of Insurance shall include all deductibles and/or self-insurance retentions for each line of insurance coverage.
- vi. The CONTRACTOR, at the discretion of the Risk Manager for the CITY, shall provide information regarding the amount of claims payments or reserves chargeable to the aggregate amount of the CONTRACTOR's liability coverage(s).

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

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

- d. Business Automobile Liability - The CONTRACTOR shall purchase and maintain Business Automobile Liability coverage on forms no more restrictive than the latest editions of the Business Automobile Liability policies of the Insurance Services Office (ISO). The Business Automobile Liability policy shall provide minimum limits of \$1,000,000 per occurrence combined single limit that includes coverage for claims for bodily injury and property damage arising from the use of motor vehicles, including on-site and off-site operations, and owned, non-owned and hired vehicles, and employee non-ownership use.

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

each accident and \$100,000 each employee with \$500,000 policy limit for disease.

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

16. **Indemnification.** To the fullest extent permitted by law, the Agency's contractor/consultant shall indemnify, defend, and hold harmless the Agency and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor/consultant or persons employed or utilized by the contractor/consultant in the performance of this Agreement. This indemnification shall survive the termination of this Agreement."

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

18. **Permits, Licenses, and Fees.** CONTRACTOR will obtain and pay for all permits and licenses required by law that are associated with the CONTRACTOR'S performance of the Scope of Services. Where a permit or fee is required, CITY will reimburse the CONTRACTOR for the cost of the permits and fees at actual cost without markup. The permit or fee reimbursement amount is in addition to the Total Construction Cost.

All permits and license required by law or requirements of the Solicitation will remain in force for the full duration of this Agreement and any extensions.

19. **Public Records Retention.** CONTRACTOR shall keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the services being provided by CONTRACTOR herein. CONTRACTOR shall provide the public with access to public records on the same terms and conditions that the CITY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes. CONTRACTOR shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law. CONTRACTOR shall meet all requirements for retaining public records and transfer, at no cost, to the CITY all public records in possession of the CONTRACTOR upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the CITY by CONTRACTOR in a format that is compatible with the information technology systems of the CITY.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORDIA STATUTES TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECOREDS RELATING

TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 352-728-9731, 501 W. MEADOW STREET, LEESBURG, FLORIDA 34748.

20. **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.

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

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

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

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

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

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

24. **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.

25. **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.

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

27. **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.

28. **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: Naiara Petralanda

Address: 1533 Youngs Rd

City, State & Zip: Leesburg, FL 34748

Telephone: 352-630-4044

Email Address: naiara@bulldogsitework.com

CITY Contact Information

Name/Title: Tracey Dean

Telephone: 352-516-7236

Email Address: Tracey.Dean@leesburgflorida.gov

29. **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.

30. **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.

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

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

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

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

33. **Employment Eligibility.** Effective 12:01 AM EST January 1, 2021, the CONTRACTOR becomes 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.

34. **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 in compliance with the terms stated within. The CONTRACTOR nor any subcontractor employed by him shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. CONTRACTOR agrees that it shall confirm the employment eligibility of all employees through participation in E-Verify or an employment eligibility program approved by the Social Security Administration and will require same requirement to confirm employment eligibility of all subcontractors.

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

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

36. **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.

FEDERAL CONTRACT PROVISIONS

GENERAL CIVIL RIGHTS PROVISIONS

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

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

Title VI Solicitation Notice:

The CITY, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Compliance with Nondiscrimination Requirements

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

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

sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the CONTRACTOR under the contract until the CONTRACTOR complies; and/or
- b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The CONTRACTOR will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The CONTRACTOR will take action with respect to any subcontract or procurement as the CITY or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the CONTRACTOR becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the CONTRACTOR may request the CITY to enter into any litigation to protect the interests of the CITY. In addition, the CONTRACTOR may request the United States to enter into the litigation to protect the interests of the United States.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

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

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;

- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

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

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

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

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

[Signature page follows.]

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

CONTRACTOR

By: _____

Printed: _____

Its: _____
(Title)

CITY OF LEESBURG, FLORIDA

James A. Burry Jr., Mayor

ATTEST:

J. Andi Purvis, City Clerk

Approved as to form:

William Grant Watson, City Attorney

Attachment 'A'
SUPPLEMENTAL CONDITIONS – CONSTRUCTION

1. DEFINITIONS

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

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

does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents, or has been damaged prior to Engineer's recommendation of final payment (unless responsibility for the protection thereof has been assumed by CITY at Substantial Completion or CITY has taken beneficial use of completed portions.

- m. **Shop Drawings:** All drawings, diagrams, illustrations, schedules and other data which are specifically prepared by or for CONTRACTOR to illustrate some portion of the Work and all illustrations, brochures, standard schedules, performance charts, instructions, diagrams and other information prepared by a Supplier and submitted by CONTRACTOR to illustrate material or equipment for some portion of the Work.
- n. **Substantial Completion:** The Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer as evidenced by Engineer's definitive certificate of Substantial Completion, it is sufficiently complete, in accordance with the Contract Documents, so that the Work (or specified part) can be utilized for the purposes for which it is intended; or if there be no such certificate issued, when final payment is due. The terms "substantially complete" and "substantially completed" as applied to any Work refer to Substantial Completion thereof.
- o. **Underground Facilities:** All pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels or other such facilities or attachments, and any encasements containing such facilities which have been installed underground to furnish any of the following services or materials: electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, sewage and drainage removal, traffic or other control systems or water.

2. INSPECTION OF WORK

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

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

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

3. TESTS

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

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

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

4. TOOLS, PLANT AND EQUIPMENT

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

5. COLLECTION AND DISPOSAL OF WASTE

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

6. BURNING OF DEBRIS

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

7. 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.

8. PROTECTION AGAINST POLLUTION

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

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

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

9. TEMPORARY FENCING AND BARRICADES

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

10. WORKMANSHIP, MATERIALS, APPLIANCES, AND EMPLOYEES

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

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

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

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

11. GENERAL QUALITY AND STANDARDS

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

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

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

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

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

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

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

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

12. PROJECT COORDINATION

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

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

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

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

13. COORDINATION WITH UTILITY COMPANIES

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

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

14. SUPERVISION

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

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

15. CONSTRUCTION SUPERINTENDENT

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

work shall be approved by the owner in advance. All communications given to the superintendent shall be as binding as if given to CONTRACTOR.

16. WAGE RATES/EQUAL EMPLOYMENT OPPORTUNITY

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

17. SUBCONTRACTS

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

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

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

18. PRE-CONSTRUCTION MEETING

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

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

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

19. ORDER OF COMPLETION

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

20. MATERIALS AND EQUIPMENT SCHEDULES

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

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

21. CONTRACTOR'S REQUESTS FOR INTERPRETATION (RFIs)

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

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

22. SUBMITTAL REQUIREMENTS OF CONTRACTOR

After checking and verifying all field measurements and after complying with applicable procedures specified in the General Requirements, CONTRACTOR shall submit to Engineer for review in accordance with the accepted schedule of Shop Drawing submissions, or for other appropriate action if so indicated in the Special Conditions, five copies (unless otherwise specified in the General Requirements) of all Shop Drawings, which will bear a stamp or specific written indication that CONTRACTOR has satisfied CONTRACTOR'S responsibilities under the Contract Documents with respect to the review of the submission. All submissions will be

identified as Engineer may require. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials and similar data to enable Engineer to review the information as required.

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

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

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

Engineer will review with reasonable promptness Shop Drawings and samples, but Engineer's review will be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents and shall not extend to means, methods, techniques, sequences or procedures of construction (except where a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents) or to safety precautions or programs incident thereto. The review of a separate item as such will not indicate review of the assembly in which the item functions. CONTRACTOR shall make corrections required by Engineer, and shall return the required number of corrected copies of Shop Drawings and submit as required new samples for review. CONTRACTOR shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

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

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

23. CHANGES IN THE WORK

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

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

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

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

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

24. DETAIL DRAWINGS AND INSTRUCTIONS

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

25. OWNERSHIP OF DRAWINGS

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

26. SURVEYS, PERMITS AND REGULATIONS

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

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

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

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

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

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

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

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

27. ROYALTIES AND PATENTS

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

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

28. PROTECTION OF WORK AND PROPERTY

The CONTRACTOR shall continuously maintain adequate protection of all his work from damage and shall protect the CITY's property from injury or loss arising in connection with this contract. The CONTRACTOR shall at all times protect all public and privately-owned property, structures, utilities, and work of any kind against damage or interruption of service which may result from

the operations of the CONTRACTOR. Damage or interruption to service resulting from failure to do so shall be repaired or restored by or at the expense of the CONTRACTOR except such as may be directly due to errors in the contract documents or caused by the agents or employees of the CITY.

29. DEDUCTIONS FOR UNCORRECTED WORK

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

30. DELAYS AND EXTENSION OF TIME

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

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

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

31. CORRECTION OF WORK BEFORE FINAL PAYMENTS

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

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

32. THE CITY'S RIGHT TO DO WORK

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

33. SUSPENSION OF WORK

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

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

34. REMOVAL OF EQUIPMENT

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

35. USE OF COMPLETED PORTIONS

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

- a. CITY at any time may request CONTRACTOR in writing to permit CITY to use any such part of the Work which CITY believes to be ready for its intended use and substantially complete. If CONTRACTOR agrees, CONTRACTOR will certify to CITY and Engineer that said part of the Work is substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work. CONTRACTOR at any time may notify CITY and Engineer in writing that CONTRACTOR considers any such part of the Work ready for its intended use and substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work. Within a reasonable time after either such request, CITY, CONTRACTOR and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify CITY and CONTRACTOR in writing giving the reasons therefore. If Engineer considers that part of the Work to be substantially complete, the provisions of Substantial Completion will apply with respect to certification of that part of the Work and the division of responsibility in respect thereof and access thereto.
- b. CITY may at any time request CONTRACTOR in writing to permit CITY to take over operation of any such part of the Work although it is not substantially complete. A copy of such request will be sent to Engineer and within a reasonable time thereafter CITY, CONTRACTOR and Engineer shall make an inspection of that part of the Work to determine its status of completion and will prepare a list of the items remaining to be completed or corrected thereon before final payment. If CONTRACTOR does not object in writing to CITY and Engineer that such part of the Work is not ready for separate operation by CITY, Engineer will finalize the list of items to be completed or corrected and will deliver such list to CITY and CONTRACTOR together, with a written recommendation as to the division of responsibilities pending final payment

- between CITY and CONTRACTOR with respect to security, operation, safety, maintenance, utilities, insurance, warranties and guarantees for that part of the Work, which will become binding upon CITY and CONTRACTOR at the time when CITY takes over such operation (unless they shall have otherwise agreed in writing and so informed Engineer). During such operation and prior to Substantial Completion of such part of the Work, CITY shall allow CONTRACTOR reasonable access to complete or correct items on said list and to complete other related Work.
- c. If CITY finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, such use or occupancy may be accomplished in accordance with this Article; provided that no such use or occupancy shall commence before the insurers providing the property insurance have acknowledged notice thereof and in writing effected the changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be cancelled or lapse on account of any such partial use or occupancy.

36. PROMPT PAYMENT

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

37. APPLICATION FOR PAYMENT

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

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

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

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

38. PAYMENTS WITHHELD

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

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

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

39. FINAL PAYMENT APPLICATION

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

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

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

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

receipt in full, CONTRACTOR may furnish a Bond or other collateral satisfactory to CITY to indemnify CITY against any Lien.

If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation-all as required by the Contract Documents, Engineer is satisfied that the Work has been completed and CONTRACTOR's other obligations under the Contract Documents have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of payment and present the Application to CITY for payment. Thereupon Engineer will give written notice to CITY and CONTRACTOR that the Work is acceptable subject to the provisions found under "Waiver of Claims". Otherwise, Engineer will return the Application to CONTRACTOR, indicating in writing the reasons for refusing to recommend final payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the Application. Thirty days after presentation to CITY of the Application and accompanying documentation, in appropriate form and substance, and with Engineer's recommendation and notice of acceptability, the amount recommended by Engineer will become due and will be paid by CITY to CONTRACTOR.

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

40. CONTRACTOR'S CONTINUING OBLIGATION

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

41. DAMAGES

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

42. EQUIPMENT STARTUP

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

43. COMPLETION OF WORK

The CONTRACTOR shall be considered "substantially complete" when the equipment and systems have been used without failure for seven (7) continuous days, and in the opinion of the CITY, its Project Representative or Engineer of Record, all work has been completed in general accordance with the plans and specifications and all test reports, inspections, etc. have been completed and delivered to the Engineer. Substantial completion shall also mean that degree of completion which allows the CITY to occupy and use the facilities. When the Engineer deems the work to be "substantially complete" he shall indicate this to the CITY in writing with copies to the CONTRACTOR. The date of contract completion shall be the same date at which the CONTRACTOR is considered substantially complete by the Engineer.

44. ACCEPTANCE OF FINISHED WORK

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

45. FINAL CLEAN UP

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

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

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

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

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

46. TREES

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

47. GUARANTY

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

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

48. INDEMNITY

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

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

49. ASSIGNMENT

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

50. RIGHTS OF VARIOUS INTERESTS

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

51. SEPARATE CONTRACTS

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

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

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

52. LANDS FOR WORK

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

53. ACCESS TO RECORDS

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

54. EXECUTION, CORRELATION AND INTENT OF DOCUMENTS

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

It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any Work, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result will be supplied whether or not specifically called for. When words

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

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

55. CONTRACTOR'S UNDERSTANDING

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

56. FAMILIARITY WITH LAWS

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

57. SALES TAX

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

58. CLARIFICATIONS AND INTERPRETATIONS OF CONTRACT DOCUMENTS

It is the duty of the CONTRACTOR to notify the Engineer, in writing, in the event of any doubt or question as to the true meaning of any provision in the Contract Documents. The Engineer's decision thereon shall be final. Annotated dimensions on drawings shall govern and work not

dimensioned shall be as clarified by the Engineer. Work not particularly shown or specified shall be the same as similar parts that are shown or specified. Materials or work described in words which have a well-known technical or trade meaning shall be deemed to refer to such recognized standard.

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

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

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

59. LIMITATIONS ON ENGINEER'S RESPONSIBILITIES

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

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

or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of this Article.

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

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

60. SAFETY AND PRECAUTION

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

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

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

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

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

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

61. RECORD DOCUMENTS

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

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

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

62. PHYSICAL CONDITIONS-UNDERGROUND FACILITIES

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

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

The word facility as used in this subsection titled "Utilities" includes any pipe conveying gases or liquids and appurtenances attached thereto; cables, conduits, wires, ducts and appurtenances; poles and appurtenances; any of which may be buried below grade or installed at or above grade level.

A facility excludes irrigation pipes, service connections and traffic signal wiring. A service connection is a pipe (excluding irrigation pipes), cable, wire, duct or conduit that is intended to connect a facility with a user. The word Utility as used in this subsection titled "Utilities" refers to the entity having legal 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.

63. PHYSICAL CONDITIONS

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

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

64. REVIEW OF APPLICATION FOR PROGRESS PAYMENT

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

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

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

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

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

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

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

65. SUBSTANTIAL COMPLETION

When CONTRACTOR considers the entire Work ready for its intended use, CONTRACTOR shall notify CITY and Engineer in writing that the entire Work is substantially complete (except for items specifically listed by CONTRACTOR as incomplete) and request that Engineer issue a certificate of Substantial Completion. Within a reasonable time thereafter, CITY, CONTRACTOR and Engineer shall 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.

66. INSPECTIONS, CORRECTION, REMOVAL OF DEFECTIVE WORK

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

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

If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) to specifically be inspected, tested or approved, CONTRACTOR shall assume full responsibility

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

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

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

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

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

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

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

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

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

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

68. ARBITRATION

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

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

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

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

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

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

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

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

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

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

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

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

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.5.

Meeting Date: August 12, 2024

From: Brad Chase, (Electric Director)

Subject: Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute an Electric Service Agreement between the City of Leesburg and Garden Street Communities Southeast, LLC, regarding electric service to a development known as Arbor Park, Phase 1; and providing an effective date.

Staff Recommendation:

Staff recommends accepting and approving the Resolution authorizing the Mayor and City Clerk to execute an electric service agreement between the City of Leesburg and Garden Street Communities, LLC.

Analysis:

The City of Leesburg will provide electric service to Garden Street Communities, LLC, for the development known as Arbor Park, Phase 1, located West of Thomas Avenue and Martin Luther King Jr. Boulevard in Fruitland Park, Florida. The development will consist of 165 metered units with a total project cost of \$1,824,900.43. The City will receive \$893,789.00 in Charges in Aid to Construction (CIAC) funds. The owner will present the City with a bond in the amount of \$745,305.00 which will be reimbursed within 4 years from the date of the agreement on a per-unit basis as the homes are built.

Included in the estimate are dollars for the installation of 63 streetlight poles and fixtures as part of the City's Rental Light Program. The HOA/CDD will be invoiced \$1,490.50 per month for the capital costs, energy and O&M.

Procurement Analysis:

N/A

Options:

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

Fiscal Impact:

The total cost to install this development is \$1,824,900.43. The City will receive \$893,789.00 in Charges

in Aid to Construction; these funds will not be reimbursed. Additionally, the Developer will provide a bond in the amount of \$745,305.00 which will be reimbursed back to the developer over a 4-year timeframe. In total, this project will cost the Electric fund \$931,111.43 to install. A budget adjustment will be processed to add this project to the current Electric Capital Projects.

Account No. 041-1099-531-xxxx

Project No. 4100xx

WF No. 1540946

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE
AN ELECTRIC SERVICE AGREEMENT BETWEEN THE CITY OF
LEESBURG AND GARDEN STREET COMMUNITIES SOUTHEAST, LLC,
REGARDING ELECTRIC SERVICE TO A DEVELOPMENT KNOWN AS
ARBOR PARK, PHASE 1; 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 an Electric Service Agreement between the City of Leesburg and Garden Street Communities, LLC, regarding providing electric service for the development known as Arbor Park, Phase 1.

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

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 12th day of August 2024.

Mayor

ATTEST:

City Clerk

ELECTRIC SERVICE AGREEMENT

THIS ELECTRICAL SERVICE AGREEMENT (“Agreement”) is made and entered into this ____ day of _____, 2024 by and between the **City of Leesburg, Florida**, a municipal corporation organized under the laws of the State of Florida, located at 501 W. Meadow Street, Leesburg, Florida, 34748, (“City”), and **Garden Street Communities Southeast, LLC**, a Florida limited liability company (“Owner”), sometimes collectively referred to as “Party” of “Parties”.

WITNESSETH:

WHEREAS, Owner is the current property owner of the following real property located in Fruitland Park, Florida. (the “Property”):

See **Exhibit “A”** attached hereto

Parcel Identification Number(s): 1289866, 1772435, and 1699959.

WHEREAS, development of the Property has been authorized in accordance with the master plan on file with the City of Fruitland Park, Florida, for “Arbor Park Phase 1” (the “Development”); and

WHEREAS, the Owner has requested the City of Leesburg, Florida, Electric Department to design the electric distribution facilities for the above-mentioned Development (the “Project”); and

WHEREAS, Section 25-474 Installation of Electric Distribution System, of the Code of Ordinances of the City of Leesburg, Florida, requires that Owner be responsible for charges identified; and

WHEREAS, the City of Leesburg, Florida, will estimate the Project’s four (4)-year projected revenue based on when the Owner anticipates home construction to commence and at what monthly completion rate; and

WHEREAS, Section 25-450 Utility Easements, of the Code of Ordinances of the City of Leesburg, Florida, requires utility easements to be dedicated in the final plat of subdivisions, or granted to the City prior to installation of electric utilities; and

WHEREAS, Section 1E of the Charges in Aid to Construction Policies (“CIAC”), of the Leesburg Electric Service Planning Design Manual of the City of Leesburg, Florida, requires that Owner be responsible for line extension charges and “make ready” work (as defined herein) identified; and

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 and install electric distribution lines, which shall include the installation of the primary and secondary facilities, including transformers needed to serve the Development. A map of the Development is attached hereto as **Exhibit “B”** and by reference is made a part hereof.
2. The Development will have **163** residential lots, with **1** lift station electric service, and **1** electric service for the gateway/entry way feature. There will be a total of **165** electric meters in the Project.

3. Underground Residential Distribution system-The City has created an estimate for an underground distribution design with the Owner's contractors installing the conduit per City requirements. The estimated cost is **\$924,708.00**. A credit of **\$116,600.00** is given for the Owner installing the conduit, secondary boxes, and transformer pads per the City requirements and provided by the City. The City has created an estimate for overhead electric distribution construction. The estimated overhead (OH) cost is **\$745,305.00**. The Owner is obligated to pay the cost difference between the underground electric distribution design and the overhead electric distribution design, if any. This cost difference is estimated at **\$62,803.00**
4. Line Extension- This Project requires a line extension of an underground distribution feeder along Thomas Avenue, from Urick Street to Martin Luther King Jr. Boulevard in Leesburg, Florida. The estimated cost of this extension \$411,884.00,.
5. Estimated Project Revenues-The City has estimated the 4 year projected revenue for this development to be \$655,350.00. The total cost of the project (estimated Overhead costs plus the Line Extension costs) is \$1,157,100.00. The difference between the estimated revenue and the cost of the project is \$501,750.00. The owner is obligate to pay this difference.
6. "Make Ready Work"-This Project requires make ready work (the "Make Ready Work"). This Make Ready Work includes the installation of underground electric distribution at the intersection of Thomas Avenue and Martin Luther King Boulevard, the relocation of overhead primary, and the removal of existing transformers on the Property. This Make Ready Work is estimated to be **\$293,668.00**. The Owner is obligated to pay for the Make Ready Work.
7. The Owner has requested the installation of rental lights, that will be paid for by the Homeowners' Association for the Development ("HOA") on a monthly basis based on the current rental light rates. These rates are subject to change per City Policy. The Owner has provided a light design based on fixtures available from the City. This Project requires the installation of additional lighting conduit for the City to provide rental lights. This additional cost of this conduit installation is **\$35,568**. A credit of \$12,419 has been applied to the cost for the owner to install the conduit to the lights. The Owner is obligated to pay for the additional lighting conduit.
8. The Owner shall provide the City with a check in the amount of the following:
 - a. The cost difference between Overhead and Underground Distribution. **\$ 62,803.00**
 - b. The estimated 4 year revenue shortage
(OH Costs Plus Line Extension minus revenue). **\$501,750.00**
 - c. The Estimated cost of the Make Ready Work. **\$293,668.00**
 - d. The Estimated cost of light conduit installation. **\$ 35,568.00**
 - e. **Total amount CIAC due.** **\$893,789.00**

Payment shall be received within 14 days of the approval of this Agreement by the City Commission and prior to any installation of electric distribution.

9. The City has estimated the pricing described herein to the best of its ability. If the cost to install the underground distribution, Make Ready Work or line extension exceeds the estimated costs as outlined in Section 3 and Section 7a through 7d of this Agreement, the Owner will be responsible for the difference in the actual cost and the estimated costs. Likewise, if the actual costs are less than estimated costs as outlined in Section 3 and Section

7a through 7d of this Agreement, the City will reimburse the Owner. This adjustment will take place within ninety (90) days of the Project being completed by the City. Notifications will be sent to the Owner.

10. The Owner will provide a bond in the amount of **\$745,305.00**, the **reimbursable** cost of the overhead distribution design made out to the City of Leesburg within 14 days of approval of this Agreement by the City Commission. The Owner will be reimbursed or credited at a rate of **\$4,517.00** per meter, as each meter is set and accumulates 1,850 kWh energy use within the four (4)-year period described below.
11. The Owner has four (4) years from the date of this signed Agreement in which to complete the build-out of the Development. Build-out is the completion of **163** homes and **2** additional services for a total of **165** meters. Each meter must reach 1,850 kwh and be in the homeowner, Utility provider or the HOA's account. Any Owner funds not reimbursed at the end of the four (4)-year term will be forfeited to the City. Upon petition submitted to the City Clerk by the Owner, not later than sixty (60) days prior to the expiration of the four (4)-year deadline to draw on the bond, establishing to the satisfaction of the City Commission, in its discretion, that conditions beyond the control of the Owner, delayed the requirements for reimbursement, the City Commission may extend the deadline for up to, but not more than, two (2) additional years, or such shorter time as the City Commission deems appropriate.
12. The City shall connect, when requested, individual residential services to each home within the Development at an additional cost. The home builder shall install all underground electric services from the meter can to the City designated Point of service. The home builder shall install the service to meet the City's current requirements of service installation. The City shall ensure that such service is provided at the same rates and on the same terms as those provided to other electric customers of the City within a comparable service area. The Parties understand that any and all service connections, meter charges and impact fees shall be paid by the residential customers at the time service is installed to the home.
13. The Owner will be responsible for the installation of non-residential service(s) to the point of service determined by the City of Leesburg, Florida.
14. The Owner shall grant to the City all easements needed to install, operate, maintain, repair and replace the electric distribution infrastructure on the Property, including minimum five-foot (5') side lot easements and ten feet (10') along all roadways, and shall dedicate or otherwise convey those easements to the perpetual use of the City and its successors in interest for the purpose of installing, operating, maintaining, repairing and replacing the electric distribution system.
15. The City of Leesburg's Electric Department requires that all areas to be at or near final grade before installation of any electric utilities. All property corners and lot lines shall be staked prior to installation. Staking shall also include final grade. Additional surveying by the Owner may be required for the installation of the electric distribution. The Owner's contractors will maintain proper clearances from all electric facilities. All road crossings will be installed prior to stabilized base. Any crossings not installed prior to this, will be installed by directional bore and the Owner shall bear the total cost. These and any other additional costs shall be paid before the electric distribution facilities are energized.
16. Owner agrees to pay any and all reasonable cost 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 judgement entered in favor of the City of Leesburg, Florida, and in any proceedings in receivership, bankruptcy or insolvency.

17. If the Owner fails to pay the funds required under this Agreement or otherwise defaults under the terms of this Agreement, the City is not obligated to install the electric distribution infrastructure in the Development, may discontinue installation and may terminate this Agreement.
18. The Parties agree that the laws of the State of Florida shall govern the validity of this Agreement, its interpretation and performance, and any other claims related to it. The Parties agree that in the event of any litigation arising out of or otherwise related to this Agreement, venue shall lie only in the state court of competent jurisdiction in Lake County, Florida.
19. 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 with the four corners of this Agreement.
20. This Agreement may be assigned to any successor of the Owner, but only with prior, written consent from the City, which shall not be unreasonably withheld. 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.
21. 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.
22. This Agreement is binding on and shall inure to the benefit of the Parties hereto and their respective heirs, successors, and assigns.

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

CITY OF LEESBURG

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

ATTEST:

City Clerk

Approved as to form and content:

City Attorney

OWNER: Garden Street Communities Southeast,
LLC

BY: _____

Printed Name: William Bryan Adams

Title: Manager

Exhibit A

ARBOR PARK PHASE 1 WITH 50 FOOT STRIP DESCRIPTION (REVISED 03-07-24)

THAT PART OF BLOCK 46, PLAN OF FRUITLAND PARK, AS RECORDED IN PLAT BOOK 3, PAGE 8, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, LYING IN THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 9, AND THAT PART OF THE NORTH 1/2 OF SECTION 16, ALL BEING IN TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

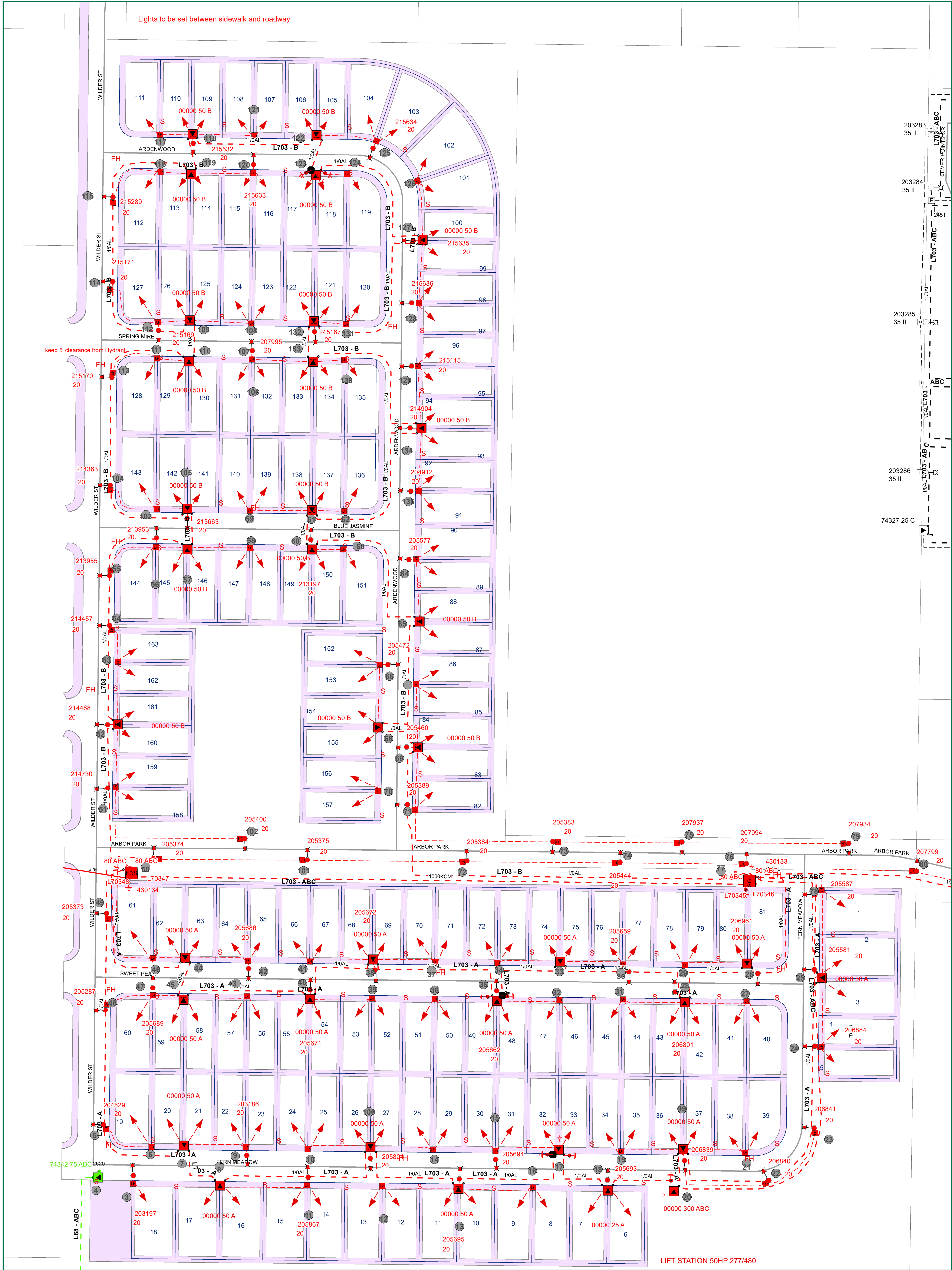
COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 16; THENCE ON A BEARING RELATED TO FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, N89°19'17"W ALONG THE NORTH LINE OF SAID SECTION 16 FOR 657.37 FEET TO THE EAST LINE OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 16 AND THE POINT OF BEGINNING; THENCE S00°55'00"W ALONG SAID EAST LINE FOR 1316.62 FEET TO THE SOUTH LINE OF THE SOUTH 50.00 FEET OF THE EAST 1/2 OF THE SAID NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 16; THENCE S89°25'38"E ALONG SAID SOUTH LINE FOR 657.78 FEET TO THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 16; THENCE S00°53'57"W ALONG SAID EAST LINE FOR 657.70 FEET TO THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE SAID NORTHEAST 1/4 OF SECTION 16; THENCE N89°28'49"W ALONG SAID SOUTH LINE FOR 1315.97 FEET TO THE EAST LINE OF THE WEST 1/2 OF THE SAID NORTHEAST 1/4 OF SECTION 16; THENCE S00°56'03"W ALONG SAID EAST LINE FOR 658.92 FEET TO THE EAST-WEST CENTER SECTION LINE FOR SAID SECTION 16; THENCE N89°32'00"W ALONG SAID EAST-WEST CENTER SECTION LINE FOR 1316.38 FEET TO THE NORTH-SOUTH CENTER SECTION LINE FOR SAID SECTION 16; THENCE N00°58'09"E ALONG SAID NORTH-SOUTH CENTER SECTION LINE FOR 687.67 FEET; THENCE DEPARTING SAID NORTH-SOUTH CENTER SECTION LINE, S89°25'43"E FOR 1386.10 FEET; THENCE N00°34'17"E FOR 125.00 FEET; THENCE N89°25'43"W FOR 112.58 FEET; THENCE N00°34'17"E FOR 50.00 FEET TO A POINT ON A NON TANGENT CIRCULAR CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 25.00 FEET; THENCE, FROM A RADIAL LINE WHICH BEARS S00°34'17"W, NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00" FOR A DISTANCE OF 39.27 FEET TO THE POINT OF TANGENCY; THENCE N00°34'17"E FOR 200.00 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 25.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00" FOR A DISTANCE OF 39.27 FEET TO A POINT OF NON TANGENT; THENCE N00°34'17"E FOR 50.00 FEET TO A POINT ON A NON TANGENT CIRCULAR CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 25.00 FEET; THENCE, FROM A RADIAL LINE WHICH BEARS S00°34'17"W, NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00" FOR A DISTANCE OF 39.27 FEET TO THE POINT OF TANGENCY; THENCE N00°34'17"E FOR 107.56 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 25.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00" FOR A DISTANCE OF 39.27 FEET TO A POINT OF NON TANGENT; THENCE N00°34'17"E FOR 50.00 FEET TO A POINT ON A NON TANGENT CIRCULAR CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 25.00 FEET; THENCE, FROM A RADIAL LINE WHICH BEARS S00°34'17"W, NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00" FOR A DISTANCE OF 39.27 FEET TO THE POINT OF TANGENCY; THENCE N00°34'17"E FOR 112.01 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 25.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00" FOR A DISTANCE OF 39.27 FEET TO A POINT OF NON TANGENT; THENCE N00°34'17"E FOR 50.00 FEET TO A POINT ON A NON TANGENT CIRCULAR CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 25.00 FEET; THENCE, FROM A RADIAL LINE

WHICH BEARS S00°34'17"W, NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00" FOR A DISTANCE OF 39.27 FEET TO THE POINT OF TANGENCY; THENCE N00°34'17"E FOR 200.00 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 25.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00" FOR A DISTANCE OF 39.27 FEET TO A POINT OF NON TANGENT; THENCE N00°34'17"E FOR 50.00 FEET TO A POINT ON A NON TANGENT CIRCULAR CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 25.00 FEET; THENCE, FROM A RADIAL LINE WHICH BEARS S00°34'17"W, NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00" FOR A DISTANCE OF 39.27 FEET TO THE POINT OF TANGENCY; THENCE N00°34'17"E FOR 200.00 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 25.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00" FOR A DISTANCE OF 39.27 FEET TO A POINT OF NON TANGENT; THENCE N00°34'17"E FOR 50.00 FEET TO A POINT ON A NON TANGENT CIRCULAR CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 25.00 FEET; THENCE, FROM A RADIAL LINE WHICH BEARS S00°34'17"W, NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00" FOR A DISTANCE OF 39.27 FEET TO THE POINT OF TANGENCY; THENCE N00°34'17"E FOR 100.00 FEET; THENCE N89°25'43"W FOR 121.16 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 825.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 34°42'00" FOR A DISTANCE OF 499.64 FEET TO THE POINT OF TANGENCY; THENCE N54°43'43"W FOR 324.28 FEET; THENCE N52°29'30"E FOR 24.32 FEET; THENCE S89°25'43"E FOR 800.00 FEET; THENCE N00°34'17"E FOR 125.00 FEET; THENCE S89°25'43"E FOR 13.70 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°18'57" FOR A DISTANCE OF 39.41 FEET TO THE POINT OF TANGENCY (SAID POINT BEING ON THE EAST LINE OF THAT CERTAIN PARCEL OF LAND AS DESCRIBED IN OFFICIAL RECORDS BOOK 5598, PAGE 2322, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, ALSO BEING THE EASTERLY LINE OF AFORESAID BLOCK 46 OF PLAN OF FRUITLAND PARK AND THE WESTERLY RIGHT OF WAY LINE FOR WILDER STREET); THENCE S00°53'14"W ALONG SAID EASTERLY LINE OF THAT CERTAIN PARCEL, THE EASTERLY LINE OF BLOCK 46 AND WESTERLY RIGHT OF WAY LINE FOR 115.33 FEET TO THE SOUTHERLY LINE OF SAID PLAN OF FRUITLAND PARK AND THE SAID NORTH LINE OF SAID SECTION 16; THENCE S89°19'17"E ALONG SAID SOUTHERLY LINE OF PLAN OF FRUITLAND PARK AND NORTH LINE OF SAID SECTION 16 FOR 687.37 FEET TO THE POINT OF BEGINNING.

AND

THE SOUTH 50 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.

CONTAINING 67.23 ACRES, MORE OR LESS.



WF1540946

Printed Date: 7/30/2024

Worksite:

Arbor Park Phase 1

Soc # _____

Start Date: _____

Update By: _____

Soc # _____

Start Date: _____

Update By: _____

Garden Street Apartments/ Adams Homes

Job Description:

Subdivision

Customer:

Soc Positive Response # 800-852-8057
Leesburg Operations # 352-728-9830

Comments:

Arbor Park

Feeder, Substation, and Cross Street:

L703//Picciola/Thomas and MLK

DOT PERMIT#: None
COUNTY PERMIT#: None

Engineer: Steve

— INSTALL — REPLACE —
— REMOVE — TRANSFER —

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.6.

Meeting Date: August 12, 2024

From: Lucy Gangone, (Library Director)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and the City Clerk to execute the Third Amendment to the Interlocal Agreement between Lake County, Florida and the City of Leesburg relating to the provision of library services; and providing an effective date.

Staff Recommendation:

Staff recommends approval of the resolution authorizing the execution of the Third Amendment to the Interlocal Agreement between Lake County, Florida and the City of Leesburg relating to the provision of library services, for the purpose of extending the current Interlocal Agreement for an additional twelve months, and to amend Section 13 (E) of the Agreement to allocate a base amount of \$30,000 to a participating library for programs and services.

Analysis:

On September 10, 2019, Lake County entered into an Interlocal Agreement with the City of Leesburg for the provision of public library services. The term of this Interlocal Agreement was for a period of three years, to 2022. On September 13, 2022, the County and the City of Leesburg entered into an extension of the Agreement for an additional 12 months, to September 30, 2023. This was followed by another 12-month extension of the Agreement, to end on September 30, 2024. The parties now want to extend the Agreement for an additional 12-month period, ending on September 30, 2025. This extension will allow the parties to continue to discuss changes to the Interlocal Agreement and formulate recommendations. In the interim, the County is proposing a change in Fiscal Year 2024-2025 to Section 13(E) of the Agreement, *Appropriation of County Funds for Municipality*, to raise the base amount allocated annually from \$25,000 to \$30,000 to assist with programs and services at the library.

Procurement Analysis:

N/A

Options:

1. Approve the resolution authorizing the Mayor and the City Clerk to execute an Amendment to the Interlocal Agreement between Lake County, Florida and the City of Leesburg relating to the provision of library services; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

Funding from Lake County to the City of Leesburg for the provision of library services is expected to increase in the base amount by \$5,000, from \$25,000 to \$30,000. The formula for determining the library's proportionate share of the County's total appropriation will remain the same in FY 2024-2025.

In FY 2023-2024, the City received an allocation of \$25,000 for a base amount, plus \$199,704 for circulation, for a total of \$224,740.

Account No. 001-0000-338-0700

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA, AUTHORIZING THE MAYOR AND THE CITY CLERK TO
EXECUTE THE THIRD AMENDMENT TO THE INTERLOCAL AGREEMENT
BETWEEN LAKE COUNTY, FLORIDA AND THE CITY OF LEESBURG
RELATING TO THE PROVISION OF LIBRARY SERVICES; AND
PROVIDING AN EFFECTIVE DATE.**

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

THAT the Mayor and City Clerk are hereby authorized to execute an agreement with Lake County, Florida, whose address is P.O. Box 7800, Tavares, Florida 32778, for an Amendment to the Interlocal Agreement between Lake County, Florida, and the City of Leesburg, Florida for the provision of library services.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 12th day of August 2024.

Mayor

ATTEST:

City Clerk

**THIRD AMENDMENT TO
INTERLOCAL AGREEMENT BETWEEN
LAKE COUNTY, FLORIDA, AND THE CITY OF LEESBURG
RELATING TO THE PROVISION OF LIBRARY SERVICES**

This is the Third Amendment to the Interlocal Agreement between Lake County, Florida, a political subdivision of the State of Florida, hereinafter referred to as “County”, by and through its Board of County Commissioners, and the City of Leesburg, a municipal corporation pursuant to the Laws of Florida, hereinafter referred to as “Municipality,” by and through its City Council.

WITNESSETH:

WHEREAS, on September 10, 2019, County entered into an Interlocal Agreement with Municipality for the purpose of providing unified library services to the residents of Lake County through participation in the Lake County Library System public library cooperative (the “Agreement”); and

WHEREAS, on September 13, 2022, County and Municipality entered into an extension of the Agreement for an additional 12-month period expiring on September 30, 2023 (First Amendment); and

WHEREAS, on September 12, 2023, County and Municipality entered into a second extension of the Agreement for an additional 12-month period expiring on September 30, 2024 (Second Amendment); and

WHEREAS, the parties now want to extend the Agreement for a third, additional 12-month period expiring on September 30, 2025 (Third Amendment); and

WHEREAS, executing this Third Amendment is in the best interests of the parties and the residents of Lake County.

NOW, THEREFORE, the parties agree as follows:

1. **Legal Findings of Fact.** The foregoing recitals are hereby adopted as legislative findings of the Board of County Commissioners and are ratified and confirmed as being true and correct and are hereby made a specific part of this Third Amendment upon adoption hereof.

2. **Amendment.** The Agreement, as previously amended, is hereby amended as follows:

A. **Section 3, *Term***, is hereby amended to allow for an additional 12-month period and terminating on September 30, 2025, and is hereby amended as follows:

This Agreement shall be in effect for a period beginning October 1, 2019, and ending on September 30, 2025, unless terminated earlier in accordance with the provisions of the Agreement.

B. **Section 13, Paragraph (E), *Appropriation of County Funds for Municipality***, is hereby amended to provide funding for the additional “Year Six” created by the 12-month extension of the Term under this Third Amendment and is hereby amended to add:

**THIRD AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN LAKE COUNTY, FLORIDA AND CITY OF LEESBURG
RELATING TO PROVISION OF LIBRARY SERVICES**

Year Six: The COUNTY shall allocate a base amount of thirty thousand dollars (\$30,000) to assist with funding of programs and services at its participating library.

3. Effect of Amendment. All other provisions of the Agreement will remain in full force and effect unless otherwise formally amended by the parties. To the extent this Third Amendment conflicts with the Agreement, this Third Amendment will govern.

IN WITNESS WHEREOF, the parties have signed this Third Amendment through their authorized representatives on the dates under each signature.

COUNTY

LAKE COUNTY, FLORIDA, through its
BOARD OF COUNTY COMMISSIONERS

ATTEST:

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

Kirby Smith, Chairman

This ____ day of _____, 2024.

Approved as to form and legality:

Melanie Marsh, County Attorney

**THIRD AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN LAKE COUNTY, FLORIDA AND CITY OF LEESBURG
RELATING TO PROVISION OF LIBRARY SERVICES**

MUNICIPALITY

CITY OF LEESBURG

ATTEST:

J. Andi Purvis, City Clerk

James A. Burry, Jr., Mayor

This _____ day of _____, 2024.

Approved as to form and legality:

William Grant Watson, City Attorney

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.7.

Meeting Date: August 12, 2024

From: Brad Chase, (Electric Director)

Subject: Resolution of the City Commission of the City of Leesburg, Florida authorizing the termination and release of the Participation Agreement for the Final Phase III Solar Rate Commitment between the City of Leesburg, Florida and Florida Municipal Power Agency; and providing an effective date.

Staff Recommendation:

Approve the Resolution to terminate and release the Participation Agreement for the Final Phase III Solar Rate Commitment between the City of Leesburg, Florida and Florida Municipal Power Agency.

Analysis:

Collectively, FMPA and its members have three solar initiatives that have been approved. Solar Phase I was completed in 2020 and can generate nearly 150 megawatts of zero-emission energy. Solar Phase II is currently undergoing significant changes in both its member participation and the number of sites as a result of the contractor's desire to extend the commercial operation date and increase the contract megawatt pricing. Consequently, FMPA staff and participating members of Solar Phase II and Solar Phase III have had to reconfigure purchase power and participation agreements in order to ensure final construction of Solar Phase II facilities. Once completed, Solar Phase II will produce another 150 megawatts of energy and Solar Phase III is planned for 225 megawatts.

In light of these changes, coupled with concerns over the pricing, availability and scheduling for the remaining Solar Phase III projects, the City of Leesburg has decided to terminate its individual member participation (10 megawatts) associated with the Solar Phase III Project. The City of Leesburg will still participate in the solar projects as part of FMPA All Requirement Project (ARP) membership. The ARP is planning on obtaining +/- 31 megawatts, of which the City of Leesburg's load ratio share will equate to 2.5 megawatts.

Procurement Analysis:

N/A

Options:

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

Fiscal Impact:

None

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA AUTHORIZING THE TERMINATION AND RELEASE OF THE
PARTICIPATION AGREEMENT FOR THE FINAL PHASE III SOLAR RATE
COMMITMENT BETWEEN THE CITY OF LEESBURG, FLORIDA AND
FLORIDA MUNICIPAL POWER AGENCY; 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 terminate and release the City of Leesburg, Florida from the Participation Agreement with Florida Municipal Power Agency for the Final Phase III Solar Rate Commitment.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 12th day of August 2024.

Mayor

ATTEST:

City Clerk

MUTUAL TERMINATION & RELEASE

THIS MUTUAL TERMINATION AND RELEASE (this “**Termination**”) is entered into as of _____, 2024, by and between Florida Municipal Power Agency, a separate governmental legal entity created and existing pursuant to Section 163.01, Florida Statutes, and exercising powers under that provision or Part II, Chapter 361, Florida Statutes or both (“**FMPA**”), and the City of Leesburg, a public agency of the State of Florida and a member of FMPA (“**Leesburg**”). FMPA and Leesburg are sometimes referred to herein individually as a “**Party**” and collectively as the “**Parties**.”

RECITALS

A. WHEREAS, FMPA and Leesburg are parties to that certain All-Requirements Project Solar III Energy Participation Agreement, effective as of August 15, 2023 (as it may be amended and/or modified from time to time, the “**Participation Agreement**”); and

B. WHEREAS, the Parties now desire to terminate the Participation Agreement and release each other of all further obligations thereunder.

NOW, THEREFORE, in consideration of the foregoing and the promises and covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

1. Defined Terms and Phrases. The capitalized terms and phrases used in this Termination but not defined herein shall have the meaning stated in the Participation Agreement.

2. Termination of Participation Agreement. Each party hereby (a) terminates the Participation Agreement, and (b) states and confirms that, except as otherwise expressly provided in this Termination, each of the parties’ rights or obligations under the Participation Agreement are hereby terminated, in each case as of the date of this Termination.

3. Mutual Release. Each Party specifically releases, waives, and forever discharges the other Party, and its successors in interest, past, present and future assigns, officers, directors, current and former employees, agents, subsidiaries, affiliates, attorneys, insurers and underwriters, from any and all claims, demands, judgments, actions, liabilities, liens, indebtedness, and causes of actions, of every kind and character, whether asserted or unasserted, whether known or unknown, suspected or unsuspected, in law or in equity, for or by reason of any matter, cause or thing whatsoever pursuant to the Participation Agreement or any disputes thereunder as of the date of this Termination, excepting only the obligations created by and the representations, warranties and covenants made in this Termination.

4. Parties to bear their own fees and costs. Each of the Parties agrees to bear its own attorneys’ fees and costs for all matters related to the termination of the Participation Agreement and to the negotiation, drafting and execution of this Termination.

5. Drafting. Each Party agrees that it (and/or its counsel) has completely read, fully understands, and voluntarily accepts every provision, term, and condition of this Termination. Each Party agrees that this Termination shall be considered for all purposes as prepared through

the joint efforts of the Parties, and no Party shall have any provision hereof construed against such Party by reason of such Party drafting, negotiating, or proposing any provision hereof, or execution of this Termination.

6. Headings. All section headings herein are included herein for convenience of reference only and shall not constitute a part of this Termination for any other purpose.

7. Severability. Any provision or section hereof that is declared or rendered unlawful by any applicable court of law or deemed unlawful because of a statutory change, shall not, to the extent practicable, affect other lawful obligations under this Termination.

8. Entire Agreement. This Termination represents the entire understanding and agreement of the parties with respect to the subject matter hereof and may only be amended or modified in a writing signed by both parties and evidencing their mutual agreement thereto.

9. Governing Law; Disputes. This Termination and the rights and duties of the Parties arising hereunder shall be governed by, and construed and enforced in accordance with, the laws of the state of Florida, without regard to principles of conflicts of law, and, as applicable, by the Federal laws of the United States of America. Any legal proceeding of any nature brought by either Party against the other to enforce any right or obligation under this Termination, or arising out of any other matter pertaining to this Termination, shall be brought in the state and federal courts in Leon County, Florida. NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, PUBLICITY, REPUTATIONAL, OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES IN CONNECTION WITH THIS TERMINATION, EVEN IF SUCH DAMAGES ARE ALLOWED OR PROVIDED BY STATUTE, STRICT LIABILITY, ANY TORT, CONTRACT, OR OTHERWISE. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY DISPUTE ARISING OUT OF OR RELATING TO THIS TERMINATION, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS TERMINATION.

10. Counterparts. This Termination may be executed by facsimile or PDF (electronic copy) and in multiple counterparts, all of which taken together shall have the same force and effect as one and the same original instrument.

11. Representations, warranties, and covenants. By its execution of this Termination, each Party represents and warrants that it is authorized to enter into this Termination, that this Termination does not conflict with any contract, lease, instrument, or other obligation to which it is a party or by which it is bound, which conflict could reasonably be expected to have a material adverse effect on the ability of such Party to perform its obligations hereunder, and that this Termination represents its valid and binding obligation, enforceable against it in accordance with its terms.

[Signature page follows]

IN WITNESS WHEREOF, the Parties hereto have caused this Termination to be executed by their respective authorized representatives as of the date first written above.

CITY OF LEESBURG, FLORIDA

**FLORIDA MUNICIPAL POWER
AGENCY**

By: _____

By: _____

Name:

Name: Jacob A. Williams

Title:

Title: General Manager and CEO

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.8.

Meeting Date: August 12, 2024

From: Joe Iozzi, (Police Chief)

Subject: Resolution of the City Commission of the City of Leesburg, Florida authorizing the Leesburg Police Department to apply for and, if awarded, accept an Edward Byrne FY 2023 (2024) Countywide Solicitation Grant from the U.S. Department of Justice (JAG) to defray cost for Forensic RFID Blocker systems for the proper storage and protection of electronic devices seized as evidence; and providing an effective date.

Staff Recommendation:

Staff recommends approval of the resolution of the City of Leesburg, Florida authorizing the Leesburg Police Department to apply for, and if awarded, accept the FY2023 (2024) Edward Byrne Memorial Justice Countywide (JAGC) Grant Solicitation in the amount of \$10,945.00 to defray the cost of two (2) Forensic RFID Blocker systems for the proper storage and protection of electronic devices seized as evidence and additional RFID blocker bags.

<u>Item</u>	<u>Unit Price</u>	<u>Quantity</u>	<u>Cost</u>
Forensic RFID Blocker Cabinet	\$4999.00	2	\$9,998.00
Window Shield and Charge Bags (Cell)	\$52.00	10	\$520.00
Window Shield and Charge Bags (Tablet)	\$130.00	4	\$520.00
			\$10,945.00

JAG Grant Award Amount

Remaining Balance (Excess to come from current budget)	\$93.00
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Analysis:

The City of Leesburg Police Department, the same as other agencies nationwide, has seen the increased use of electronic communication devices, such as cellular phones, tablets, and computers, to facilitate criminal activity. Collection of evidence from the electronic devices, vital to the prosecution of offenses committed, is imperative for success. Due to technological advances, many of these devices can be locked or erased remotely. The need to preserve the devices, in their original state, while preventing the locking or erasing of the devices can be facilitated by means of protective bags, which shield the device and prevent electronic communication with the device, while permitting the device to remain charged until a time at which the evidence can be extracted from said device. The capability to preserve several

devices at one time is critical due to the volume of devices being collected, requiring preservation. RFID Blocker Cabinet systems are the resolution to multiple problems for forensics investigators and labs. To effectively access and recover information from cell phones and tablets, the latest forensic tools require devices to stay live. It can be a challenge to keep devices shielded from RF signals, charged at all times, and securely locked. The RFID Blocker Cabinet can do all of these objectives in a single cabinet designed specifically for shielding, charging, and locking. This project would support the purchase of two RFID Blocker cabinets.

Procurement Analysis:

N/A

Options:

1. Approve the resolution authorizing the application and acceptance of the FY2023 (2024) Edward Byrne JAGC Countywide Solicitation grant of **\$10,945.00** to defray the cost of two (2) Forensic RFID Blocker systems for the proper storage and protection of electronic devices seized as evidence and additional RFID blocker bags; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

If awarded, a budget adjustment will be necessary to add this into the current budget. There is no local match required for this grant.

Account No. 001-0000-331-2100

Project No. JA0032

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA AUTHORIZING THE LEESBURG POLICE DEPARTMENT TO APPLY FOR AND, IF AWARDED, ACCEPT AN EDWARD BYRNE FY 2023 (2024) COUNTYWIDE SOLICITATION GRANT FROM THE U.S. DEPARTMENT OF JUSTICE (JAG) TO DEFRAY COST FOR FORENSIC RFID BLOCKER SYSTEMS FOR THE PROPER STORAGE AND PROTECTION OF ELECTRONIC DEVICES SEIZED AS EVIDENCE; AND PROVIDING AN EFFECTIVE DATE.

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

THAT the City Commission hereby authorizes the Leesburg Police Department to submit an application, and if awarded, accept an Edward Byrne Memorial Justice Grant (JAGC-Countywide) in the amount of **\$10,945.00** to defray costs of two (2) Forensic RFID Blocker systems for the proper storage and protection of electronic devices seized as evidence and additional RFID blocker bags.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 12th day of August 2024.

Mayor

ATTEST:

City Clerk

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.9.

Meeting Date: August 12, 2024

From: Joe Iozzi, (Police Chief)

Subject: Resolution of the City Commission of the City of Leesburg, Florida authorizing the Leesburg Police Department to apply for and, if awarded, accept a FY 2024-25 Drone Replacement Program Grant from the Florida Department of Law Enforcement (FDLE) to pay costs associated with the replacement of non-compliant drones (sUAS) currently in department inventory; and providing an effective date.

Staff Recommendation:

Staff recommends approval of the resolution of the City of Leesburg, Florida authorizing the Leesburg Police Department to apply for and, if awarded, accept a FY 2024-25 Drone Replacement Program Grant from the Florida Department of Law Enforcement (FDLE) in the amount of \$42,287.92 to defray the cost of replacement of (2) non-compliant drones (sUAS) currently in department inventory.

<u>Item</u>	<u>Unit Price</u>	<u>Quantity</u>	<u>Cost</u>
Skydio X10 drone	\$21,068.00	2	\$42,136.00
Shipping	\$75.96	2	\$151.92

FDLE Grant Award Amount	\$42,287.92
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Remaining Balance (Excess to come from current budget)	\$0
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Analysis:

The Florida Legislature amended Section 934.50, Florida Statutes during the 2022 session. By July 1, 2022, governmental agencies using any drone not produced by an approved manufacturer must implement a plan to discontinue the use of such drone by January 1, 2023. The grant provides funding for the Recipient to replace drones that are not in compliance with Rule 60GG-2.0075, Florida Administrative Code, which states in section (4): "Foreign Countries of Concern. A Governmental Agency may not purchase, acquire, or otherwise use a drone or any related services or equipment produced by a manufacturer domiciled in, or produced by a manufacturer the Governmental Agency reasonably believes to be owned or controlled (in whole or in part) by, a Foreign Country of Concern". The current non-compliant drones in the inventory of the Leesburg Police Department were manufactured in a Foreign Country of Concern and can no longer be utilized. The grant provides for the Recipient to be awarded funds in the amount commensurate with the replacement cost, not to exceed \$25,000.00 per compliant

drone, for each noncompliant drone relinquished to FDLE.

Procurement Analysis:

N/A

Options:

1. Approve the resolution authorizing the application and acceptance of the FY 2024-25 Drone Replacement Program Grant from the Florida Department of Law Enforcement (FDLE) in the amount of \$42,287.92 to defray the cost of replacement of (2) non-compliant drones (sUAS); or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

If awarded, a budget adjustment will be necessary to add this into the current budget. There is no local match required for this grant.

Account No. 001-0000-331-2100

Project No. JA0033

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA AUTHORIZING THE LEESBURG POLICE DEPARTMENT TO APPLY FOR AND, IF AWARDED, ACCEPT A FY 2024-25 DRONE REPLACEMENT PROGRAM GRANT FROM THE FLORIDA DEPARTMENT OF LAW ENFORCEMENT (FDLE) TO PAY COSTS ASSOCIATED WITH THE REPLACEMENT OF NON-COMPLIANT DRONES (SUAS) CURRENTLY IN DEPARTMENT INVENTORY; AND PROVIDING AN EFFECTIVE DATE.

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

THAT the City Commission hereby authorizes the Leesburg Police Department to submit an application, and if awarded, accept the FY 2024-25 Drone Replacement Program Grant from the Florida Department of Law Enforcement (FDLE) in the amount of \$42,287.92 to defray the cost of replacement of (2) non-compliant drones (sUAS).

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 12th day of August 2024.

Mayor

ATTEST:

City Clerk

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.10.

Meeting Date: August 12, 2024

From: Cliff Kelsey, (Public Works Director)

Subject: Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute an Agreement for Utility Construction between the City of Leesburg and Integra Isles, LLC.; and providing an effective date.

Staff Recommendation:

Staff recommends accepting and approving the resolution authorizing the Mayor and City Clerk to execute the Utilities Construction Agreement.

Analysis:

The developers of the Integra Isles portion of the Venetian Isles property have agreed to prepay their wastewater impact fees in order to ensure that the City of Leesburg advertises, awards and executes a wastewater system upgrade project. The project will increase the capacity of the wastewater system in order to support the full development of the Venetian Isles project. To mitigate the financial risk to the City, the developer has agreed to place the prepayment of the wastewater impact fees into an escrow account that will be released to the City when the terms of the agreement are met.

Procurement Analysis:

N/A

Options:

1. Approve the Resolution accepting and approving the Utilities Construction Agreement as presented; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

The Wastewater Fund will receive the prepayment of the Impact Fees.

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE
AN AGREEMENT FOR UTILITY CONSTRUCTION BETWEEN THE CITY OF
LEESBURG AND INTEGRA ISLES, 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 Integra Isles, LLC, whose address is 1525 International Parkway, Suite 2001 Lake Mary, Florida 32746, for Utility Construction.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 12th day of August 2024.

Mayor

ATTEST:

City Clerk

AGREEMENT FOR UTILITY CONSTRUCTION

This Agreement for Utility Construction (“Agreement”) is made and entered into by and between the City of Leesburg, a Florida municipal corporation with a principal address of 501 W. Meadow Street, Leesburg, Florida 34748 (**“City”**) and Integra Isles LLC, a Florida limited liability company, with a local address of 1525 International Parkway, Suite 2001, Lake Mary, Florida 32746, (**“Integra”**) and shall be effective on the date it has been executed by both parties (**“Effective Date”**).

WITNESSETH:

WHEREAS, Integra is the contract purchaser of the approximately 15.47 net usable acres of real property described in **Exhibit “A”** attached hereto and incorporated by reference herein (the **“Property”**);

WHEREAS, the Property is approved for a 264 unit multifamily for-rent dwelling units, together with related appurtenances (the **“Project”**);

WHEREAS, the City has agreed to provide wastewater service to the Project;

WHEREAS, Integra wishes to establish an escrow account for the pre-payment of water and sewer impact fees in order to allow it to timely move forward with the Project while the City expands its wastewater treatment capacity to a level sufficient to accommodate development of the entire Project;

WHEREAS, in order for Integra to be able to utilize available capacity to provide wastewater service to the Project, the City’s wastewater transmission system must be modified as follows: (i) upgrade an existing wastewater lift station and related improvements, including upgrades to electrical, pumps, panels, a new generator, and odor control (the **“Lift Station Upgrades”**); and (ii) upsize an existing eight (8) inch force main to a ten (10) inch force main (the

“Force Main Upsize”) (together the Lift Station Upgrades and Force Main Upsize shall be referred to herein as the **“Wastewater Facilities”**), with the Wastewater Facilities being constructed in accordance with the plans referenced in **Exhibit “B”** attached hereto and incorporated by reference herein (**“Wastewater Facilities Plans”**);

WHEREAS, the City will obtain permits and receive all necessary approvals for the construction of the Wastewater Facilities and will acquire any additional easements or right-of-way needed for construction of the Wastewater Facilities;

WHEREAS, the City has agreed to construct the Wastewater Facilities as in accordance with the terms and conditions set forth in this Agreement;

WHEREAS, the pre-paid impact fee funds in the escrow account will be released to the City once the City Commission votes to fund and award the wastewater improvements project to the winning bidder;

WHEREAS, the City has determined that entering into this Agreement is in the best interests of the citizens of Leesburg as it will allow the City to grow its economy and tax base, while safeguarding its natural resources and producing minimal impact to the City's infrastructure; and

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements contained herein as well as other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Integra agree as follows:

1. **Recitals.** The foregoing recitals are true and correct, form an integral part of this Agreement and are incorporated by this reference as though fully set forth herein.
2. **Authority.** City has the authority to enter this Agreement pursuant to the City Charter and the City’s proprietary powers under Ch. 166, Florida Statutes.

3. **Term.** This Agreement shall commence upon the Effective Date and shall continue until the fifth (5th) anniversary of the date on which the City completes the Wastewater Facilities.

4. **Wastewater Facilities Plans.** The City has retained a qualified, Florida-licensed, professional engineering firm (the “**Engineer**”) to design, engineer and prepare the Wastewater Facilities Plans. The City’s contract with the Engineer shall provide or be amended to provide that Integra is a third-party beneficiary with regard to insurance against Engineer errors or omissions. The Wastewater Facilities Plans shall be consistent with the City’s customary design and engineering standards and requirements for wastewater lines of this nature, and such Wastewater Facilities Plans shall allow for sufficient and necessary wastewater service to the Project. No update or amendment to the Wastewater Facilities Plans after the Effective Date shall in any way adversely affect necessary wastewater service to the Project. Notwithstanding the foregoing, the City shall retain sole approval authority for changes the Wastewater Facilities Plans. The City shall provide Integra with copies of the approved Wastewater Facilities Plans and the Engineer’s Estimate of Construction Costs related thereto within three (3) business days of the Effective Date of this Agreement.

5. **Easements and Rights-of-Way.** City shall be responsible, at its sole cost and expense, for securing any additional easements or rights-of-way needed for timely construction of the Wastewater Facilities in accordance with the Wastewater Facilities Plans and the provisions of this Agreement (the “**Necessary Property Rights**”). To the extent that any such Necessary Property Rights are not already in the City’s possession on the Effective Date, City shall, upon learning of such need, promptly undertake and diligently prosecute all steps necessary to acquire

such Necessary Property Rights using such resources as are available to the City up to, and including, the power of eminent domain.

6. **Permitting.** The City shall obtain all necessary governmental permits and approvals for the construction of the Wastewater Facilities once a Contractor has been awarded the Construction Contract and given a Notice to Proceed (“NTP”) from the City.

7. **Construction Contract; Bidding.**

(a) The City shall competitively bid a contract to construct the Wastewater Facilities in accordance with the Wastewater Facilities Plans with licensed and qualified general contractors. The City shall select the general contractor to construct the Wastewater Facilities (the “**Contractor**”). The City shall negotiate the contract with the selected Contractor for construction of the Wastewater Facilities (the “**Construction Contract**”), and shall keep Integra reasonably updated as to the progress and status of the Construction Contract bidding and negotiation process.

(b) **Bonds.** The Construction Contract shall obligate the Contractor to provide a Performance and Payment Bond or an irrevocable letter of credit in an amount that represents one hundred percent (100%) of the Construction Contract price. The bond or letter of credit shall be issued by an appropriate entity authorized to do business in the State of Florida. The original bond or letter of credit shall be delivered to the City within fifteen (15) calendar days after the Construction Contract has been fully executed. The Performance and Payment Bond shall ensure that the Contractor fully, promptly and faithfully performs the Construction Contract and all obligations thereunder and that Contractor shall promptly make payment to all persons supplying services, labor, material

or supplies used directly or indirectly by the Contractor, or any subcontractor(s) in the prosecution of the work provided for in the Construction Contract. The Construction Contract shall also obligate Contractor to provide the City a Maintenance Bond, consistent with the City's customary requirement therefor, at such time as the City has inspected and accepted the Wastewater Facilities. The Maintenance Bond shall be in force and effect for a period of one (1) year from the date on which the City accepts ownership and maintenance responsibility of the Wastewater Facilities.

(c) Liquidated Damages. The Construction Contract shall obligate the Contractor to complete the Wastewater Facilities on or before the Completion Date (defined below), and shall provide that in addition to and not in lieu of any other rights and remedies available to Integra in law or equity, the Contractor shall pay to Integra an amount of no less than Two Thousand and NO/100 Dollars (\$2,000.00) for each day past the Completion Date that completion of the Wastewater Facilities is achieved, as liquidated damages and not as a penalty (the "**Liquidated Damages**"). The Liquidated Damages may be an amount lower than Two Thousand and NO/100 Dollars (\$2,000.00) only with the written consent of Integra. The Construction Contract shall name Integra as a third party beneficiary for the purpose of Integra enforcing the Liquidated Damages against the Contractor in form and substance reasonably acceptable to Integra.

8. Payment of Costs. The cost to complete the Wastewater Facilities shall be funded as follows:

(a) Within fifteen (15) days of the Effective Date, Integra shall deposit into an escrow account with Shutts & Bowen LLP (the "**Escrow Agent**") Six Hundred Nineteen Thousand

Four Hundred Ninety Four and NO/100 Dollars (\$619,494.00) (the “**Integra Payment**”).

The Integra Payment shall be held in escrow by the Escrow Agent pursuant to the terms of this Agreement. Any interest earned on the Integra Payment while in escrow shall be remitted to Integra. The Integra Payment shall only be released from escrow to the City upon the occurrence of the following: (i) the City’s procurement department puts the project out for bid and selects the Contractor, (ii) the City Commission approves funding authorization for the City Share (defined below) for the construction of the Wastewater Facilities, (iii) the City obtains all necessary governmental permits and approvals for the construction of the Wastewater Facilities, (iv) the City obtains all Necessary Property Rights, and (v) the Contractor receives a NTP from the City ((i) – (v) collectively, the “**Escrow Release Conditions**”). The escrowed Integra Payment shall be immediately returned to Integra if (i) the City Commission denies the funding authorization for the City Share (defined below) for the construction of the Wastewater Facilities, or (ii) the Escrow Release Conditions are not satisfied within six (6) months of the Effective Date of this Agreement. The Integra Payment shall be deemed full satisfaction of the wastewater impact fees for the Project. In no event shall Integra be responsible for any costs to complete the Wastewater Facilities in excess of the Integra Payment.

(b) All costs to complete the Wastewater Facilities in excess of the Integra Payment amount shall be solely paid by the City (the “**City Share**”). The City shall pay the City Share as necessary to timely complete the Wastewater Facilities in accordance with the Construction Contract and this Agreement by utilizing reserve funds, impact fees or direct

reimbursement from future users of the Wastewater Facilities, or as otherwise determined by the City.

9. **Construction of Wastewater Facilities.** Upon the Effective Date of this Agreement, the City shall diligently pursue the completion of the bidding process, award the Construction Contract to a qualified Contractor, and cause the completion of the Wastewater Facilities. The City shall complete construction of the Wastewater Facilities in accordance with applicable City and other standards, the Wastewater Facilities Plans, this Agreement and any other applicable codes and standards imposed by any level or agency of government with appropriate jurisdiction. The City shall use commercially reasonable efforts to complete the Wastewater Facilities on or before September 30, 2025 (the “**Completion Date**”).

10. **Default; Cure Period.** Except as otherwise provided by this Agreement, no breach, failure to comply with any term or provision of this Agreement, or failure of a covenant, warranty, or representation contained herein, shall be considered a “Default” until a non-breaching Party has provided written notice of the breach to the breaching Party and the breach has gone uncured for a period of thirty (30) days; provided, however, that if such breach is of a nature that it cannot reasonably be cured within thirty (30) days, then the breaching Party shall have thirty (30) days from the receipt of written notice from the non-breaching Party to commence said required cure, and the amount of time reasonably necessary to complete said required cure, which reasonable time shall in no event exceed one hundred eighty (180) days from the receipt of written notice from the non-breaching Party, unless otherwise extended by the non-breaching Party in writing.

11. **Assignment.** If Integra enters into an agreement with a parent corporation, a subsidiary or any other bona fide development partner that is qualified to undertake development of the Project, Integra may assign its rights and delegate its duties hereunder to such entity and upon such assignment and delegation in writing Integra shall be relieved of further obligations hereunder, provided that the assignee shall assume such obligations in writing.

12. **City Approval Not to be Construed as Development Approval.** Execution of this Agreement by the City shall not be deemed to constitute approval by the City of any aspect of the Project, nor shall it be construed as permission to proceed with any portion thereof. Integra shall still be required to obtain all necessary permits and approvals from the City and other governmental bodies before commencement or continuation of work on the Project.

13. **Governing Law and Venue.** This Agreement shall be interpreted and enforced in accordance with the laws of the State of Florida. The Parties agree that in any litigation arising under or related to this Agreement, venue shall lie only in Lake County, Florida

14. **Amendment.** 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 duly executed by both Parties hereto.

15. **Non-Waiver Provision.** The failure of either Party to insist in any one or more instances upon the strict performance of any one or more of the terms or provisions of this Agreement shall not be construed as a waiver or relinquishment for the future performance of any such term or provision, and the same shall continue in full force and effect. No waiver or relinquishment shall be deemed to have been made by either Party unless said waiver or relinquishment is in writing and signed by the Parties.

16. **Notices.** Except in exigent circumstances, and except as otherwise specifically provided in this Agreement, all notices by either Party to the other shall be addressed as indicated below and shall be made by either depositing such notice in the United States Mail, Certified Mail, postage prepaid and return receipt requested, or by depositing same with a nationally recognized overnight courier service such as Federal Express, UPS or DHL, for overnight delivery with the delivery charge prepaid. Any notice which is properly addressed and served via Certified Mail shall be deemed delivered five (5) days, excluding Sundays and federally recognized holidays, after the date the same was deposited in the United States Mail regardless of whether a return receipt is signed and returned. Any notice which is properly addressed and served via overnight courier service shall be deemed delivered the next business day. Notices shall be addressed as follows:

If to City:	City of Leesburg Attn: Al Minner 501 W. Meadow St. Leesburg, FL 34749
With copy to:	William Grant Watson Stone & Gerken, P.A. 4850 N. Highway 19A Mount Dora, Florida 32757
If to Integra:	Integra Isles LLC. Attn: David McDaniel 1525 International Parkway, Suite 2001 Lake Mary, FL 32746
With a copy to:	Stephen E. Cook, Esq. Shutts & Bowen LLP 300 S. Orange Ave., Ste. 1600 Orlando, FL 32801

17. **Complete Agreement.** 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.

Recording. This Agreement may be recorded by either the City or Integra among the Official Records of Lake County, Florida, but in either case the cost of recording shall be borne solely by Integra and Integra agrees to promptly pay such recording cost if and when requested to do so by City.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed, each on the date indicated below.

Signed, sealed and delivered
in the presence of:

Integra Isles LLC, a Florida limited liability
company

By: Integra Isles Development LLC, a Florida
limited liability company

Witness 1

Print name: _____

By:

David G. McDaniel, Manager

Date signed: _____

Witness 2

Print name: _____

STATE OF FLORIDA §
COUNTY OF _____ §

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2024 by David G. McDaniel, as Manager of Integra Isles Development LLC, a Florida limited liability company, Manager of Integra Isles LLC, a Florida limited liability company, who is personally known to me or produced _____ as identification.

Signature of Notary Public

Printed Name: _____

Commission No. & Exp: _____

CITY OF LEESBURG, a Florida municipal corporation

By: _____

Print name: _____

Print title: _____

Date: _____

ATTEST:

Print name: _____

Print title: _____

Approved as to legal form:

City Attorney

STATE OF FLORIDA §
COUNTY OF LAKE §

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2024 by _____ and _____, as _____ and City Clerk, respectively, of the City of Leesburg, Florida, who are personally known to me.

Signature of Notary Public

Printed Name: _____

Comm. No. & Exp. _____

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

That part of Government Lot 4 in the Southwest 1/4 of Section 25, Township 19 South, Range 24 East, Lake County, Florida, being described as follows:

Commence at the northwest corner of the Southwest 1/4 of said Section 25; thence South 88°52'27" East, along the north line of said Southwest 1/4, a distance of 1345.37 feet to the northerly extension of the east right-of-way line of Lake Street, East Leesburg, according to the plat thereof recorded in Plat Book 1, Page 69, Public Records of Lake County, Florida; thence South 00°45'19" West, along said east line, 1310.03 feet to a line being 1250.00 feet south of, and parallel to, said south right-of-way line of East Dixie Avenue (State Road 44), for the Point of Beginning; thence South 88°52'27" East, along said line, 435.60 feet; thence South 88°59'11" East, 557.71 feet; thence South 00°57'07" West, 140.75 feet; thence South 49°53'21" East, 33.17 feet; thence South 88°59'11" East, 225.28 feet; thence South 01°01'36" West, 376.69 feet to a point on a curve to the right, having a radius of 75.23 feet, a central angle of 89°56'33", a chord bearing of South 45°49'19" West, and a chord length of 106.34 feet; thence Southwesterly, along the arc of said curve, 118.10 feet; thence North 88°59'23" West, 595.05 feet; thence South 00°57'33" West, 1.29 feet to the north right-of-way line of Clark Street (Ruth Street according to said East Leesburg); thence North 88°53'29" West, along said north right-of-way line, 316.21 feet to a point being 255.43 feet east of said east right-of-way line of Lake Street; thence North 33°27'38" West, 454.24 feet to a point on said east right-of-way line of Lake Street, side point being 374.05 feet north of said north right-of-way line of Clark Street; thence North 00°45'19" East, along said east right-of-way line, 240.97 feet to the Point of Beginning.

EXHIBIT “B”

WASTEWATER FACILITIES PLANS

Construction Plans for Venetian Isle Off-Site Sanitary Sewer Improvements prepared by Halff Associates, Inc. with Job No. 031111.0020, dated October 2021 and revised January 9, 2023.

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.11.

Meeting Date: August 12, 2024

From: Cliff Kelsey, (Public Works Director)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, relating to the State Revolving Fund Loan Program; making findings; authorizing the Loan Application; authorizing the Loan Agreement; establishing Pledged Revenues; designating authorized representatives; providing assurances; providing for conflicts, severability; and providing an effective date.

Staff Recommendation:

Staff recommends entering into a loan agreement with the Department of Environmental Protection under the State Revolving Fund for project financing forgiveness for \$19M under the SAHFI, Supplemental Funding for Hurricanes Fiona and Ian, State Revolving Fund Loan Program.

Analysis:

The City of Leesburg submitted a Request For Inclusion On The Clean Water Priority List to the Florida Department of Environmental Protection's State Revolving Fund on December 28th, 2023. On June 26th, 2024, Public Works was notified via e-mail that the City of Leesburg has a project that was listed for the Supplemental Appropriation for Hurricanes Fiona and Ian (SAHFI) funding at the February priority listing meeting in 2024. This planning/design/construction project WW35101 was listed for \$19,823,318.00, where it is expected that 100% will be principal forgiveness depending on SAHFI eligibility. The next step in obtaining the grant is for the City to submit an application for the SAHFI funding. This resolution is that step.

Procurement Analysis:

N/A

Options:

1. Approve the Resolution to enter into a loan agreement with the Department of Environmental Protection as presented; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

If the City were to receive these grant funds it would offset current Wastewater debt from the Turnpike Plant Expansion projects.

RESOLUTION _____

RESOLUTION OF CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, RELATING TO THE STATE REVOLVING FUND LOAN PROGRAM; MAKING FINDINGS; AUTHORIZING THE LOAN APPLICATION; AUTHORIZING THE LOAN AGREEMENT; ESTABLISHING PLEDGED REVENUES; DESIGNATING AUTHORIZED REPRESENTATIVES; PROVIDING ASSURANCES; PROVIDING FOR CONFLICTS, SEVERABILITY, AND EFFECTIVE DATE.

WHEREAS, Florida Statutes provide for loans to local government agencies to finance the construction of wastewater treatment facilities; and

WHEREAS, Florida Administrative Code rules require authorization to apply for loans, to establish pledged revenues, to designate an authorized representative; to provide assurances of compliance with loan program requirements; and to enter into a loan agreement; and

WHEREAS, the State Revolving Fund loan priority list designates Project No. WW35101 as eligible for available funding; and

WHEREAS, the City of Leesburg, Florida, intends to enter into a loan agreement with the Department of Environmental Protection under the State Revolving Fund for project financing.

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

SECTION I. The foregoing findings are incorporated herein by reference and made a part hereof.

SECTION II. The City of Leesburg, Florida, is authorized to apply for a loan to finance the Project.

SECTION III. The revenues pledged for the repayment of the loan are net wastewater after payment of debt service on the City's Utility System Revenue Note, Series 2022.

SECTION IV. The City Manager is hereby designated as the authorized representative to provide the assurances and commitments required by the loan application.

SECTION V. The Mayor is hereby designated as the authorized representative to execute the loan agreement which will become a binding obligation in accordance with its terms when signed by both parties. The Mayor is authorized to represent the City in carrying out the City's responsibilities under the loan agreement. The Mayor is authorized to delegate responsibility to appropriate City staff to carry out technical, financial, and administrative activities associated with the loan agreement.

SECTION VI. The legal authority for borrowing moneys to construct this Project is _____, Florida Statutes.

SECTION VII. All resolutions or part of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION VIII. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

SECTION IX. This Resolution shall become effective immediately upon its passage and adoption.

PASSED and ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 12th day of August 2024.

CITY OF LEESBURG, FLORIDA

James A. Burry, Jr., Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM AND
LEGALITY

City Attorney

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.12.

Meeting Date: August 12, 2024

From: Al Minner, (City Manager)

Subject: Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute an amendment to the Agreement of Purchase and Sale between the City of Leesburg and Blurock Development, LLC to extend the governmental approval period and closing date and reduce the purchase price by \$150,000.00; approving certain deposit payments; and providing an effective date.

Staff Recommendation:

Staff recommends accepting and approving the Resolution authorizing the Mayor and City Clerk to execute an amendment to the Agreement of Purchase and Sale to extend the governmental approval period through November 15, 2024; extend the closing date until January 15, 2025, reduce the purchase price to \$2,600,000.00; and accept payment of the additional deposits from Blurock if paid by September 15, 2024.

Analysis:

The City and Blurock Development, LLC are parties to an Agreement of Purchase and Sale (approved November 28, 2023) relating to a 10.4 +/- acre parcel of property near the intersection of College Drive and US 441 (the "Contract"). Blurock was given two inspection periods under the Contract – an initial inspection period and a governmental approval period – which is a common structure for contracts relating to the sale of property intended for development. The initial inspection period expired on April 14, 2024, and the governmental approval period is scheduled to expire on August 15, 2024. Although Blurock wishes to continue forward with the Contract, certain approvals have been more costly and slower than originally anticipated by Blurock despite Blurock's good faith efforts to timely secure those approvals.

Blurock's request is reasonable under the circumstances and staff has no objection to the requested modification provided. Blurock will make the additional deposit payments of \$35,000.00 due in connection with the various approval periods and their extensions.

Procurement Analysis:

N/A

Options:

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

Fiscal Impact:

The purchase price would be reduced from \$2,750,000.00 to \$2,600,000.00 or by \$150,000.00 and the sale would not occur until January 2025. The proceeds from this sale would go into the Airport Fund.

Account No. 048-0000-364-0200

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
LEESBURG, FLORIDA AUTHORIZING THE MAYOR AND CITY
CLERK TO EXECUTE AN AMENDMENT TO THE AGREEMENT OF
PURCHASE AND SALE BETWEEN THE CITY OF LEESBURG AND
BLUROCK DEVELOPMENT, LLC TO EXTEND THE GOVERNMENTAL
APPROVAL PERIOD AND CLOSING DATE AND REDUCE THE
PURCHASE PRICE BY \$150,000.00; APPROVING CERTAIN DEPOSIT
PAYMENTS; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the City of Leesburg, Florida (the “City”) and Blurock Development, LLC (“Blurock”) are parties to a written agreement of purchase and sale whereby the City has agreed to sell Blurock a 10.4 +/- acre parcel of land adjacent to College Drive in exchange for a purchase price of \$2,750,000.00 (the “PSA”); and

WHEREAS, the initial inspection period under the PSA expired on April 14, 2024; and

WHEREAS, the governmental approval period commenced immediately upon expiration of the initial inspection period and provides an opportunity for Blurock to seek and obtain certain governmental approvals relating to their intended use or development of the property; and

WHEREAS, the governmental approval period is scheduled to expire on August 15, 2024, and the closing is scheduled to occur on or before September 15, 2024; and

WHEREAS, although Blurock has secured various approvals and continues to diligently pursue others, Blurock will not be able to secure all such approvals before expiration of the current governmental approval period; and

WHEREAS, Blurock wishes to extend the governmental approval period and closing date, and ultimately wishes to close the transaction pursuant to the PSA, however, unexpected costs and delays associated with certain governmental approval requests and other matters have substantially exceeded Blurock’s estimates and expectations and supports a price reduction of \$150,000.00; and

WHEREAS, pursuant to the PSA, an extension of the governmental approval period may be obtained upon approval of the City Commission and payment of an additional deposit of \$5,000.00 (the “Extension Deposit”); and

WHEREAS, pursuant to the PSA, Blurock is also required to pay an additional deposit in the amount of \$30,000.00 upon expiration of the initial inspection period (the “Governmental Approval Deposit”) and this deposit is still due and owing from Blurock; and

WHEREAS, the City Commission is agreeable to Blurock’s payment of the deposits and the amendments and modifications requested subject to the terms and conditions set forth below.

NOW, THEREFORE, 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 an amendment to the Agreement of Purchase and Sale to extend the governmental approval period to November 15, 2024; to extend the closing date to occur on or before January 15, 2025; and to reduce the purchase price to the amount of \$2,600,000.00 in the form attached hereto as Exhibit "A" or a substantially similar form.

THAT Blurock's payment of the Governmental Approval Deposit and Extension Deposit on or before September 15, 2024 is acceptable to the City Commission, provided that non-payment by such date shall be considered a default of the PSA.

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, held on the 12th day of August 2024.

THE CITY OF LEESBURG, FLORIDA

James A. Burry, Jr., Mayor

ATTEST:

J. Andi Purvis, City Clerk

FIRST AMENDMENT TO AGREEMENT OF PURCHASE AND SALE

THIS FIRST AMENDMENT TO AGREEMENT OF PURCHASE AND SALE is hereby entered into by and between THE CITY OF LEESBURG, FLORIDA, a Florida municipal corporation ("Seller") and BLUROCK DEVELOPMENT, LLC, a Florida limited liability company ("Buyer").

WHEREAS, Seller and Purchaser are parties to an Agreement of Purchase and Sale pertaining to a 10.4 +/- acre parcel of land adjacent to College Drive, a copy of which is attached hereto as Exhibit "1" (the "PSA"); and

WHEREAS, after executing the PSA the parties agreed that the Seller will retain a small portion of the property in the southeastern corner of the property near the intersection of College Drive and US Highway 441 (See Exhibit "2" attached hereto for Seller retained land); and

WHEREAS, the initial inspection period under the PSA expired on April 14, 2024, and the governmental approval period commenced on April 15, 2024; and

WHEREAS, an additional deposit of \$30,000.00 is due in connection with commencement of the governmental approval period; and

WHEREAS, the governmental approval period is scheduled to expire on August 15, 2024, and may be extended upon payment of an additional deposit of \$5,000.00; and

WHEREAS, closing is scheduled to occur on or before September 15, 2024; and

WHEREAS, the parties wish to extend the governmental approval period and closing date, reduce the purchase price, and resolve any other outstanding issues relating to the transaction according to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing, and of the mutual covenants and promises of the parties hereto, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The recitals stated above are true and correct and are incorporated herein for all purposes.
2. The purchase price for the property is reduced from \$2,750,000.00 to \$2,600,000.00.
3. Buyer shall pay the additional deposit of \$30,000.00 due in connection with expiration of the initial inspection period and commencement of the governmental approval period on or before September 15, 2024. Time is of the essence.
4. Buyer shall pay the additional deposit of \$5,000.00 due in connection with extension of the governmental approval period on or before September 15, 2024. Time is of the essence.
5. Subject to Buyer's timely payment of the additional deposits set forth above, the government approval period is extended to November 15, 2024 and the closing shall be extended to occur on or before January 15, 2025.

6. Except as amended or modified hereby, all other terms and conditions of the PSA shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this First Amendment to Agreement of Purchase and sale to be executed on the date indicated below.

SELLER:

CITY OF LEESBURG, FLORIDA

By: _____
James A. Burry, Mayor

Date: _____

Attest:

J. Andi Purvis, City Clerk

BUYER:

BLUROCK DEVELOPMENT, LLC

By: _____

Print: _____

Title: _____

Date: _____

Agreement of Purchase and Sale

THIS AGREEMENT ("Agreement") made as of the Effective Date (as hereafter defined), between **THE CITY OF LEESBURG, FLORIDA** a Florida municipal corporation existing under the laws of the State of Florida (the "**Seller**"), and **BLUROCK DEVELOPMENT, LLC**, a Florida limited liability company, and its assigns (the "**Buyer**");

IN CONSIDERATION of the sum of Ten (\$10.00) DOLLARS and other good and valuable consideration and the covenants hereinafter contained, the parties agree as follows

1. **Sale.** Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller, subject to the covenants, conditions, and agreements contained herein, that certain parcel of land containing 10.4 +/- acres, more or less, together with the privileges and appurtenances thereto appertaining (including, but not limited to, any beneficial easements, development rights, prepaid impact fees, land use approvals and the interest of Seller, if any, in any land lying in any right of way adjoining the Property), situate, lying and being in Lake County, Florida, (a certain part of parcel ID: 15-19-25-0003-000-00500) more particularly described on **Exhibit A** attached hereto (hereinafter referred to as the "**Property**") addressed as 9745 Silver Lake Drive, Leesburg, Florida.

This sale is conditioned, as set forth in Section 5(b) hereof, upon Buyer being able to obtain all requisite governmental consents necessary to build a commercial development with no residential uses ("**Buyer's Intended Use**"). Buyer understands that no residential development is allowed on the Property and notwithstanding anything to the contrary contained herein, agrees that Seller may record a covenant and/or restriction against the Property which prohibits residential uses on the Property.

2. **Purchase Price.** The purchase price for the Property is the sum of Two Million Seven Hundred Fifty Thousand and no/100 Dollars (\$2,750,000.00) (the "**Purchase Price**"), payable as follows:
 - (a) The sum of Forty Thousand and no/100 Dollars (\$40,000.00) within five (5) business days after the Effective Date of this Agreement as hereafter defined (the "**Initial Deposit**"), which sum shall be held in escrow in an interest bearing escrow account with Stone & Gerken, P.A. (the "**Escrow Agent**") and disbursed as provided herein. Upon the expiration of the Inspection Period, the Initial Deposit shall become non-refundable but applicable towards purchase price.
 - (b) The additional sum of Thirty Thousand and no/100 Dollars (\$30,000.00) within five (5) business days of the expiration of the Inspection Period set

forth in Section 5 hereof, which sum shall be held in escrow in an interest-bearing escrow account with the Escrow Agent and disbursed as provided herein (the "**Additional Deposit**"). Upon the expiration of the Governmental Approval Period, the Additional Deposit shall become non-refundable but applicable towards the Purchase Price.

- (c) The balance of the Purchase Price (subject to prorations, credits, or adjustments as set forth herein) on delivery of the Deed, as hereafter defined, to the Property in a wire transfer of immediately payable funds to Escrow Agent for disbursement to Seller, payable at Closing, the payment of said sum being the full consideration for the conveyance of title to the Property.
- (d) Interest earned on the Initial Deposit and Additional Deposit shall be reported as income under Buyer's tax identification number. Unless disbursed pursuant to other provisions of this Agreement, the Escrow Agent shall, at Closing, deliver the Initial Deposit and Additional Deposit as part of the closing procedure to be credited against the Purchase Price with the interest earned thereon paid to Buyer after the Closing.

3. **Closing.**

- (a) This transaction shall be closed and a Special Warranty Deed (the "**Deed**") together with such affidavits and resolutions as required by the Title Insurance Company as hereafter defined, shall be delivered at the office of Buyer's attorney at a mutually agreeable time within thirty (30) days after the expiration of the Governmental Approval Period as hereafter defined (the "**Closing**").
- (b) Seller acknowledges that Section 1445 of the Internal Revenue Code requires that a buyer of real property from a "foreign person" withhold at closing and pay to the Internal Revenue Service a portion of the amount realized by Seller. Therefore, Seller agrees to provide at Closing an Affidavit of Seller, in a form required by Buyer, establishing whether or not Seller is a "foreign person." Seller agrees to make available to Buyer at Closing collected funds sufficient to permit compliance with Section 1445 if Seller is a "foreign person."
- (c) The parties agree that Buyer may accelerate the date set for Closing upon advance written notice to Seller specifying the proposed date, time, and place of closing, and Seller shall cooperate in good faith to accommodate an accelerated closing date.
- (d) If on the date set for the Closing, insurance underwriting is suspended, Buyer may, by written notice to Seller, postpone Closing until three (3) business

days after the suspension is lifted, on the condition that the postponement not exceed ten (10) business days.

4. ***Title and Survey.***

- (a) Seller shall provide, at its sole cost and expense, a title insurance commitment (the "**Commitment**") issued by Old Republic National Title Insurance Company (or some other a nationally recognized Title Insurance Company reasonably acceptable to Buyer) (the "**Title Insurance Company**") in which the Title Insurance Company commits that upon delivery and recordation of the Deed and other documents provided for in this Agreement, it will issue, at its customary rates, an ALTA Form B owner's policy with extended coverage (the "**Policy**"), insuring to Buyer in the total amount of the Purchase Price, fee simple title to the Property subject only to (i) the Permitted Exceptions, as hereafter defined, and (ii) such liens as are to be fully released or discharged at Closing. Seller shall provide the Commitment and copies of all documents identified therein as exceptions within fifteen (15) days of the Effective Date.
- (b) The standard exceptions for parties in possession, mechanics' and materialmen's liens and, subject to Buyer providing the Survey as hereafter defined, matters which would be disclosed by an accurate survey shall be eliminated from the Policy.
- (c) Seller shall bear all costs and expenses incurred in connection with the issuance of said Commitment, Policy and any endorsements thereto which are required to conform the Policy to the terms and conditions of this Agreement.
- (d) If the Commitment shows any exceptions to title other than for utilities serving the Property which do not impede Buyer's Intended Use, the lien of real property taxes not yet due and payable, and other exceptions either approved in writing by Buyer or which Buyer is deemed to have approved (the "**Permitted Exceptions**"), Buyer may take one or more of the following actions within twenty (20) days after receipt of the Commitment (the "**Title Objection Deadline**"): (i) by written notice to Seller, give Seller a specified period of time to remove the exception which grant shall have the effect of extending the time for Closing, if necessary (a "**Title Objection Notice**"); (ii) take such steps as Buyer shall deem proper to remove such exceptions if such exceptions are for liens of a definite or ascertainable amount, and Buyer may discharge such liens or encumbrances and deduct from the Purchase Price any and all amounts Buyer has expended in removing said liens; (iii) waive such exceptions in writing and proceed with the transaction, or (iv) terminate this Agreement and receive a return of its Deposit and any interest earned thereon by giving notice to Seller. In the event Buyer fails to take any

action prior to the Title Objection Deadline, Buyer shall be deemed to have waived all exceptions in the Commitment.

- (e) Seller agrees to provide Buyer a copy of any existing survey of the Property within ten (10) days of the Effective Date. During the Inspection Period, Buyer may choose to have a survey performed on the Property for the purpose of removing the standard survey exception from the title Commitment and subsequent Policy (the "**Survey**"). If the Survey discloses any matters other than the Permitted Exceptions, Buyer may take one or more of the following actions within twenty (20) days after receipt of the Survey (the "**Survey Objection Deadline**"): (i) by written notice to Seller, give Seller a specified period of time to remove the matter which grant shall have the effect of extending the time for Closing equivalent to such specified period of time, if necessary (a "**Survey Objection Notice**"); (ii) take such steps as Buyer shall deem proper to remove such matters; (iii) waive such matters in writing and proceed with the transaction, or (iv) terminate this Agreement and receive a return of its Initial Deposit and any interest earned thereon by giving notice to Seller. Under no circumstances will the Survey Objection Deadline extend beyond the Inspection Period as described in Section 5(a) below. In the event Buyer fails to take any action prior to the Survey Objection Deadline, Buyer shall be deemed to have waived all matter set forth on the Survey.

5. *Inspection Period and Governmental Approval Period.*

Inspection Period. The obligations of Buyer to consummate the transaction provided for in this Agreement shall be subject to Buyer's satisfaction that the Property is suitable for Buyer's Intended Use, in its sole discretion, on or before the period between the Effective Date and ninety (90) days thereafter (the "**Inspection Period**"). In the event Buyer does not make the Additional Deposit contemplated by Section 2(b) or otherwise terminates this Agreement by written notice to Seller during the Inspection Period, Buyer shall be deemed to have elected not to proceed beyond the Inspection Period and the Initial Deposit and any interest earned thereon shall be returned to Buyer, this Agreement shall terminate and be of no further force or effect, except for those matters which are specifically provided herein to survive termination of this Agreement. Notwithstanding anything to the contrary contained herein the Inspection Period shall be automatically extended by the cumulative number of days between the Effective Date of this Agreement and the date that Seller receives all of the following: i) written approval from the City Commission of the City of Leesburg stating its approval of this Agreement; ii) written approval from the Federal Aviation Administration stating Seller has the right to sell the Property and iii) approval of a lot split from the larger parcel. Seller shall provide copies of the foregoing approvals to Buyer within two (2) days of receipt by Seller. In the event either the City Commission of the City of Leesburg does not approve this Agreement or the Federal Aviation Administration does not give the Seller the right to sell the Property, Seller will immediately provide written notification of such to Buyer.

- (a) *Governmental Approval Period.* The obligations of Buyer to consummate the transaction provided for in this Agreement are subject to and conditioned upon Buyer obtaining final approval for the total development of Buyer's Intended Use (the "**Governmental Approvals**") from the appropriate regulatory authorities within one hundred twenty (120) days from the expiration of the Inspection Period (the "**Governmental Approval Period**"). The phrase "total development of Buyer's Intended Use" as used in this Agreement shall mean Buyer shall have obtained on terms and conditions acceptable to Buyer all necessary permits, licenses, variances and approvals (collectively, the "**Permits**") pertaining to the building, signs, utilities, curbcuts, driveways (including both ingress and egress to and from public thoroughfares), zoning, use, easements, environmental controls, stormwater, wastewater, and any other permits which, in the sole judgment of Buyer, are necessary to permit it or its tenant(s) to make use of the Property for Buyer's Intended Use. The phrase "final approval" as used in this Agreement shall mean a final approval from any and all authorities having jurisdiction over the Property, including but not limited to local tax authorities, local health authorities, environmental authorities, local conservation, historical, beautification, or other entity having any legal or quasi-legal jurisdiction, which approval is either (i) affirmed upon administrative and judicial review by final order or judgment for which no appeal is or can be taken in accordance with the applicable laws and court rules of the State of Florida or the United States, or (ii) in effect beyond the period of limitations for administrative and judicial review thereof in accordance with the applicable laws and court rules of the State of Florida or the United States during which period no action or other proceeding is instituted for review thereof. Buyer may, however, waive all or any aspect of this final approval. In the event all Governmental Approvals are not obtained prior to the expiration of the Governmental Approval Period, Buyer shall have the right to an extension of the Governmental Approval Period for up to one (1) period of thirty (30) days by providing written notice of the exercise of each such extension to Seller and by making an additional deposit of Five Thousand and no/100 DOLLARS (\$5,000.00) (the "**Extension Deposit**"), which such deposit shall be applicable to the Purchase Price. If, at the expiration of the Governmental Approval Period, or the extended period, all the Governmental Approvals have not been obtained, Buyer may elect to terminate this Agreement by notice to Seller and the Additional Deposit and any interest earned thereon shall be returned to Buyer.

6. ***Entry on Property; Due Diligence Materials; Marketing Sign.***

- (a) On and after the Effective Date, the Buyer, its agents, employees, servants, or nominees, are hereby granted the right to immediately enter on all or any portion of the Property for the purpose of making any engineering, geological, ecological, environmental, soil, surveying, or other tests as may be

reasonably necessary or appropriate for the preparation of any plans, surveys, reports, applications, and maps for the subdivision or development thereof. All costs, expenses, liabilities, or charges incurred in or related to the performance of any legal, engineering, geological, ecological, environmental, soil, surveying, or other work on the Property by Buyer, the preparation by Buyer of any surveys, plans, reports, or maps for the development of the Property, and the costs of filing, recording, or gaining approval by any governmental agencies of any such surveys, reports, plans, or maps shall be paid by Buyer. Buyer hereby agrees to indemnify and hold Seller free and harmless from any such costs, expenses, liabilities, or charges associated with its entry on the Property for purposes of its inspection. Notwithstanding the foregoing, Buyer and its agents shall not conduct any Phase II environmental testing ("Phase II Sampling Activities"), without Seller's prior written consent, which may be withheld in Seller's commercially reasonable discretion as provided below. Buyer shall provide Seller at least three (3) business days' prior email notice of any proposed Phase II Sampling Activities to Al Minner, City Manager (Al.Minner@leesburgflorida.gov) for Seller's review and approval. Seller agrees that it shall not unreasonably withhold, condition or delay any proposed Phase II Sampling Activities requested by Buyer, which is recommended by a Phase I report obtained by Buyer. Buyer shall not provide the results of any environmental assessment obtained by Buyer to Seller, unless expressly requested by Seller.

- (b) Buyer agrees that should this Agreement be terminated or canceled for any reason not the fault of Seller at any time before title to the Property has been conveyed to Buyer, Buyer shall, at the written request of Seller, immediately repair any material damage done to said Property arising from any engineering, geological, ecological, environmental, soil, surveying, or other work performed thereon by Buyer, his agents, employees, servants, or nominees and to restore the said Property to the same condition it was in on the date of this Agreement.
- (c) To assist Buyer's due diligence, Seller shall within ten (10) days of the Effective Date, deliver or cause to be delivered to Buyer any and all surveys, site plans, engineering plans, environmental tests, soil studies, easement agreements, cross access easement agreements, or any other documents or reports in Seller's possession or under Seller's control related to the Property. Should Buyer not consummate the purchase of the Property, all such reports, studies and plans received from Seller shall be returned or provided to Seller.
- (d) Buyer, at Buyer's sole cost and expense, may place one or more signs on the Property for the purpose of advertising Buyer's Intended Use of the property or the availability of space therein, provided such signs are placed and maintained in accordance with all applicable governmental laws, codes, ordinances, rules, and/or regulations. Upon termination of this Agreement, Buyer will immediately remove such signs.

7. **Development Applications.** During the term of this Agreement, Seller agrees to cooperate with Buyer in the application for and processing of all governmental approvals required by Buyer to develop the Property. Such approvals may include, but shall not be limited to, site plan approval, building permits, variances, and similar land use or regulatory permits or approvals. If necessary, Seller shall execute such applications for governmental approvals and/or permits as requested by Buyer. Seller's execution of such documents shall not be unreasonably withheld, delayed or conditioned. All expenses associated with governmental approvals, permits and reviews shall be the sole responsibility of Buyer. Nothing herein shall be construed or interpreted as granting final approval for any land use or zoning changes; all such changes are subject to consideration and approval by the City Commission and/or Planning and Zoning Commission of the City of Leesburg.
8. **Representations of Seller.** Seller represents and warrants the following to Buyer to the best of its knowledge:
- (a) Other than this Agreement, there are no contracts for sale or options to purchase or any other agreements existing and in force with respect to or in any manner affecting all or any portion of the Property or any interest therein, including any service or maintenance contracts, written leases, or occupancy agreements.
 - (b) Seller's possession of the Property has been peaceable and undisturbed; Seller's title thereto has never been disputed or questioned nor does Seller know of any facts by reason of which said possession or title might be disturbed or questioned, or by reason of which any claim to the Property, or any part thereof, might arise or be set up adverse to Seller.
 - (c) Seller is the record owner of the Property and has the legal right, power, and authority to enter into this Agreement and perform all of its obligations hereunder. The party signing this Agreement on behalf of the Seller is fully authorized by Seller to execute the Agreement on behalf of the Seller.
 - (d) There is no condemnation threatened or pending against the Property, or any part thereof.
 - (e) There are no other parties in possession of any portion of the Property.
 - (f) Seller has not disposed of, generated, manufactured, transported, treated, stored, handled, produced, processed or in any manner dealt with any hazardous substances or solid wastes on the Property and is not aware of any hazardous substances or solid wastes having been disposed of, generated, manufactured, transported, treated, stored, handled, produced, processed or in any manner dealt with on the Property. The Property is not

currently in violation of or subject to: (i) any existing, pending or threatened investigation or inquiry by any governmental authority; or (ii) any remedial obligation under any environmental law or regulation (hereafter referred to as an Applicable Environmental Law), including without limitation the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA) and the Resource Conservation and Recovery Act of 1976 (RCRA). The term "hazardous materials" as used in this Agreement shall include, without limitation, gasoline, petroleum products, explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances, asbestos or any material containing asbestos or any other substance or material as may be defined as hazardous or toxic by any federal, state or local environmental law, ordinance, rule or regulation.

- (g) Seller is not aware of nor has Seller received any notice of any violations of any law, ordinance, order or requirement of any governmental agency with respect to the Property including any development order affecting the Property. Seller has no knowledge or notice of any existing or intended use of any adjacent or nearby property, which would adversely affect the use, or value of the Property.
- (h) Seller will not, without the prior consent of Buyer, take any action after the Effective Date, which will alter the status of title as disclosed in the Commitment or on the Survey. Buyer consents to Seller recording a restriction prohibiting residential uses on the Property, substantially in the form attached hereto as **Exhibit "B"**.
- (i) If the Property is encumbered by a mortgage(s), Seller will promptly and timely comply with all the terms, obligations, and covenants thereof, and will not suffer or permit any default to occur thereunder or under the note(s) secured thereby.
- (j) In reliance on Seller's representations, warranties and covenants set forth herein, Buyer will expend sums to investigate the Property and obtain necessary permits for Buyer's Intended Use. Accordingly, and in acknowledgment of such reliance, from and after Seller's execution of this Agreement, Seller covenants not to actively market the Property, accept any other contracts for the purchase or lease thereof, enter into any option agreements or otherwise grant any interest in the Property without the consent of Buyer, which may be withheld in Buyer's sole discretion. Further, during such period of time, Seller shall not (i) grant any easements, licenses or other use rights in the Property nor (ii) in any way do or fail to do any act, which may frustrate Buyer's intents and purposes in entering into this Agreement. Further, Seller shall not do or permit to be done any physical act with respect to the Property that would adversely affect or make more expensive Buyer's contemplated development thereof, and if, at Closing,

there exists any adverse change in the condition of the Property not caused solely by Buyer, Seller shall, if required by Buyer, restore the Property to the condition in which it existed on the Effective Date. In the event this Contract is terminated, the foregoing covenants and restrictions shall automatically terminate without further notice.

- (k) The Property is being sold, as is, where is. Seller makes and shall make no warranty regarding the title to the Property except as set forth in the instruments to be executed and delivered by Seller at closing in accordance with this Agreement, and Seller makes and shall make no warranty (either express or implied) regarding the condition, operability, safety, fitness for intended purpose, use, governmental requirements, development potential, utility availability, legal access, economic feasibility or any other matters whatsoever with respect to the Property. Buyer acknowledges that the Property is being sold on an "AS IS, WHERE IS AND WITH ALL FAULTS" basis, and that except for Seller's representations and warranties specifically set forth in this Agreement, Buyer is not relying on any representations or warranties of any kind whatsoever, express or implied as to any matters relating to or concerning the Property.

9. ***Contingencies and Conditions.*** The following contingencies and conditions apply to this Agreement. Seller's obligation to sell the Property to Buyer is expressly subject to and contingent on the following:

- (a) Notwithstanding anything to the contrary contained herein, This Agreement is expressly subject to and contingent upon the City Commission of the City of Leesburg approving this Agreement in accordance with the laws, codes, rules, and regulations pertaining to the City of Leesburg. Seller shall make reasonable efforts to ensure that this Agreement is promptly presented to the City Commission for appropriate review and approval and shall thereafter notify Buyer of the City Commission's final decision.
- (b) Buyer understands and acknowledges that the Property is part of a larger parcel owned by Seller and that closing is therefore expressly contingent on Seller obtaining approval of a lot split, which approval will be pursued in good faith by Seller. Seller acknowledges that Buyer intends to obtain approval of a lot split of the Property concurrently with Seller's lot split process, however, Buyer's pursuit of a lot split is not a consideration for purposes of the Inspection Period extension addressed in Section 5 hereof.
- (c) Buyer understands and acknowledges that Seller's right to sell the Property to Buyer is expressly contingent on approval of the Federal Aviation Administration ("FAA"), which approval will be pursued in good faith by Seller. Buyer further understands and acknowledges that the

Property may not be used for any residential purposes whatsoever; consents to Seller recording a covenant or restriction against the Property to that effect or to the inclusion of a covenant or restriction in the Special Warranty Deed from Seller providing for such restriction against residential use; and further understands and acknowledges that certain height restrictions may apply to the Property as determined by the FAA. As with other Government Approvals, it shall be Buyer's responsibility to confirm any building height restrictions with the FAA, however, Seller will cooperate with Buyer.

10. ***Deliveries at Closing.*** At Closing, Seller will deliver (duly executed, where applicable) originals of the following to the Escrow Agent:

- (a) The Deed;
- (b) The final, recorded re-plat of the Property, at Seller's sole cost;
- (c) A FIRPTA Statement;
- (d) An executed original counterpart of the closing statement prepared by Escrow Agent;
- (e) A mark-up of the Title Commitment, indicating the satisfaction of all requirements, deleting the standard exceptions, insuring the "gap"; and
- (f) Such other documents, instruments, certifications and confirmations as may be reasonably required and designated by Escrow Agent to fully effect and consummate the transactions contemplated hereby.

At Closing, Buyer will deliver (duly executed, where applicable) the following to Escrow Agent:

- (a) The balance of the Purchase Price;
- (b) An executed, original counterpart of the closing statement prepared by the Escrow Agent; and
- (c) Such other documents, instruments, certifications and confirmations as may be reasonably required and designated by Seller or Escrow Agent to fully effect and consummate the transaction contemplated hereby.

11. ***Proration of Costs and Expenses.*** Seller shall pay the cost of documentary stamps on the Deed, recording fees and other costs for curing any title defects Seller is required to cure, and the cost of the Commitment and Policy. Buyer shall pay for the cost of recording the Deed and obtaining the Survey. Each party shall be responsible for their own attorney's fees except as herein specifically provided to the contrary. Real estate taxes and assessments, both general and special, shall be prorated as of the Closing based on the amount of taxes due for the year of Closing. In the event the actual amount of taxes for the year of Closing is not known as of the Closing, Buyer and Seller agree to re-prorate taxes, if necessary, at the time the actual tax bill for the year of Closing is rendered, which proration agreement shall survive Closing. If the Property is assessed as part of a larger

tract of land, taxes for the Property shall be calculated and prorated based upon the total tax bill for such larger tract multiplied by a fraction, the numerator of which shall be the acreage of the Property and the denominator of which shall be the total acreage of the larger tract.

12. **Notices.** Any notice or other communication permitted or required to be given hereunder by one party to the other shall be in writing and shall be hand delivered or deposited with a recognized overnight delivery service or made by facsimile transmission to the party entitled or required to receive the same at the address or facsimile number specified below or at such other address as may hereafter be designated in writing by any such party, to wit:

To Seller:

The City of Leesburg
Attn: Al Minner
501 West Meadow Street
Leesburg, FL 34748
Phone: (352) 728-9786 x1100
Email: Al.Minner@leesburgflorida.gov

With copy to:

Stone & Gerken, P.A.
Attn: Grant Watson
4850 N. Highway 19A
Mount Dora, Florida 32757
Phone: 352-357-0330
Email: grant@stoneandgerken.com

To Buyer:

BluRock Development, LLC
Attn: Joseph Schuemann
3408 S. Orange Avenue, Suite B
Orlando, FL 32806
Phone: 407-319-6834
Email: joe@blurockcommercial.com

With copy to:

Woods & Woods, P.A.
Attn: David R. Woods
612 E Colonial Drive, Suite 190
Orlando, FL 32803
Phone: 407-481-2993

Facsimile: 407-481-2982

To Escrow Agent

Stone & Gerken, P.A.
Attn: Mary Ludwig
632 E. Fifth Avenue
Mount Dora, Florida 32757
Phone: 352-887-1700
Facsimile: 352-729-2418
Email: mary@stoneandgerken.com

13. **Assessments.** Seller shall pay any special assessments which (i) are a lien on the Property on the Closing Date, whether such assessments are past due, then due or thereafter to become due, or (ii) are not a lien but are then known and will be payable in whole or in part after the Closing Date.
14. **Brokers.** Seller shall pay all real estate brokerage commissions. Buyer is not represented by any broker in this transaction. Except for the real estate representatives disclosed herein, Buyer and Seller represent and warrant each to the other that neither has entered into any agreement or taken any other action which would result in a real estate brokerage commission, finder's fee or other similar charge payable on account of the sale of the Property. Each party agrees to indemnify and hold harmless the other against any other costs for such a charge arising out of the actions of the indemnifying party.
15. **Assignment.** Buyer may assign this Agreement to an affiliated entity controlled by principals of Buyer or to any entity contemporaneously with Closing that tenders Buyer's performance due at Closing without Seller's consent by written notice to Seller. Buyer may not otherwise assign this Agreement without Seller's consent. Where required pursuant to this Section 14, Seller's consent to an assignment will not unreasonably be withheld, conditioned or delayed.
16. **Binding Effect.** This Agreement shall be binding upon Seller and Buyer and shall inure to the benefit of the heirs, successors, and assigns of the respective parties hereto.
17. **Condition of Property at Closing; Condemnation, Moratorium.**
 - (a) On the Closing Date, the Property shall be in substantially the same condition as on the date of this Agreement. In the event any condemnation proceedings are instituted by any governmental authorities with respect to all or any portion of the Property, Buyer shall have the option to terminate this Agreement or to continue this Agreement. In the event Buyer elects to continue this Agreement, Seller shall not settle such proceedings without

Buyer's prior written consent and the award for such condemnation, if paid prior to the Closing, shall be either paid to Buyer or deducted from the Purchase Price at Closing.

- (b) Buyer's obligation to close this transaction is subject to there being no moratorium in effect or proceeding for a moratorium pending or threatened which would preclude or make unreasonably cost prohibitive Buyer's Intended Use of the Property, or which would impede or delay the immediate development of the Property or the immediate issuance of a permit or license necessary for the construction of the improvements constituting Buyer's Intended Use. If such a condition exists, Buyer may terminate this Agreement by written notice to Seller and the Deposit shall be returned to it or, at Buyer's option, the requirement of Buyer to close shall be suspended until the earlier of the lifting of such moratorium or six (6) months after the scheduled date for Closing. If, at the expiration of such six (6) month period, the condition still exists, this Agreement may be terminated by either Seller or Buyer providing written notice to the other and the Deposit shall be returned to Buyer.

18. **Miscellaneous.**

- (a) *Effective Date.* The date upon which the later of Buyer or Seller executes this Agreement and delivers this Agreement to the other with all exhibits attached (the "**Effective Date**").
- (b) *Nature of Representations, Warranties, Covenants and Agreements.* Each and every representation, warranty, covenant and agreement made by the parties and contained in this Agreement or in any instrument, certificate or other document delivered pursuant to this Agreement, shall be deemed to be material, shall survive the execution and delivery of this Agreement, the Closing and the consummation of the transactions contemplated hereby, and shall be binding upon and inure to the benefit of the parties hereto and their respective personal representatives, successors and assigns.
- (c) *Governing Law.* This Agreement shall be construed and interpreted according to the laws of the State of Florida.
- (d) *Time of the Essence.* Time is of the essence with respect to each and every provision of this Agreement.
- (e) *Performance on Business Days.* If any date for the occurrence of an event or act under this Agreement falls on a Saturday or Sunday or legal holiday in the State of Florida or a day when banks in Florida are permitted to close, then the time for the occurrence of such event or act shall be extended to the next succeeding business day.
- (f) *Entire Agreement.* This Agreement, together with all the Exhibits attached hereto and incorporated by reference herein, constitutes the entire agreement

between the parties hereto, and supersedes any and all prior agreements, arrangements and undertakings between the parties.

- (g) *Counterparts.* The parties may execute this Agreement in any number of identical counterparts hereto, each of which shall collectively constitute one agreement, but in making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart.
- (h) *Joint Drafting.* The parties agree that each has played an equal part in the negotiation and drafting of this Agreement and in the event any ambiguities are determined to exist in this Agreement, the result of the ambiguity shall be equally assumed by each party and the Agreement shall not be construed more strictly against either party.
- (i) *Radon Gas.* Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed Federal and State guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.
- (j) *Escrow Agent.* In the event of doubt as to its duties or liabilities under the provisions of this Agreement, Escrow Agent may, in its sole discretion, continue to hold the monies which are the subject of this escrow until the parties mutually agree to the disbursement thereof, or until a judgment of a court of competent jurisdiction shall determine the rights of the parties thereto, or it may deposit all the monies then held pursuant to this Agreement with the Clerk of the Circuit Court of the County having jurisdiction of the dispute, and upon notifying all parties concerned by such action, all liability on the part of the Escrow Agent shall fully terminate except to the extent of accounting for any monies theretofore delivered out of the escrow. In the event of any suit between Buyer and Seller wherein Escrow Agent is made a party by virtue of acting as such Escrow Agent hereunder, or in the event of any suit wherein Escrow Agent interpleads the subject matter of this escrow, Escrow Agent shall be entitled to recover reasonable attorney's fees and costs incurred, said fees and costs to be charged and assessed as court costs in favor of the prevailing party. Seller acknowledges that Escrow Agent is Buyer's attorney in this transaction and agrees that serving as Escrow Agent will not preclude said law firm from representing Buyer in a dispute between the parties.
- (k) *Default.* In the event either party believes the other to be in default of its obligations pursuant to this Agreement, the party shall give the other party written notice of the alleged default and the other party shall have three (3) days within which to cure such default. The foregoing requirement of shall not apply to the delivery of any notice to be given by Buyer or the payment of

any monies to be paid by Buyer in accordance with the terms of this Agreement, for which there shall be no time period for Buyer to cure.

- (l) *Liquidated Damages.* AFTER ENDEAVORING TO ESTIMATE WHAT SELLER'S ACTUAL LOSS WOULD BE IN THE EVENT OF BUYER'S DEFAULT, AND AS A MATERIAL INDUCEMENT TO BUYER'S EXECUTION HEREOF, BUYER AND SELLER AGREE THAT IT WOULD BE IMPRACTICABLE AND EXTREMELY DIFFICULT TO FIX ACTUAL DAMAGES IN CASE OF BUYER'S DEFAULT, THAT THE AMOUNT OF THE DEPOSIT(S) IS A REASONABLE ESTIMATE OF SUCH DAMAGES, AND THAT SELLER SHALL RETAIN THE DEPOSIT(S) AND ANY INTEREST EARNED THEREON AS LIQUIDATED DAMAGES AND AS ITS SOLE REMEDY AGAINST BUYER IN THE EVENT OF BUYER'S DEFAULT HEREUNDER.
- (m) *Seller's Default.* In the event of Seller's default not cured within any applicable time frame, Buyer's sole and exclusive remedy shall be to terminate this Agreement and receive a refund of its Deposit or to maintain an action against Seller for specific performance of Seller's obligations pursuant to the Agreement. Notwithstanding the foregoing, in the event Seller's default is intentional and frustrates the availability of a specific performance remedy (e.g. Seller conveys the Property to a third party) Buyer may sue for damages as provided by applicable Florida law.
- (n) *Prevailing Party.* In the event of any action or suit by either party against the other to enforce the provisions of this Agreement, the party in whose favor final judgment is entered shall be entitled to recover from the other party all costs and expenses of suit, including reasonable attorneys' and paralegals' fees.
- (o) *Tax Deferred Exchange.* If requested by Seller, Buyer agrees with Seller to cooperate with Seller to effect a tax-deferred exchange under the provisions of Section 1031 of the Internal Revenue Code, at no cost, expense or liability to Buyer. Seller agrees to indemnify and hold harmless Buyer from and against any cost, expense, liability, tax, charge, penalty or assessment arising out of or resulting from Seller's activities or Buyer's participation pursuant to this Section. Notwithstanding anything to the contrary contained in this Agreement, Seller shall have the right to assign this Agreement to a qualified intermediary for purposes of completing such a tax deferred exchange. Buyer shall not be obligated to delay the Closing or to execute any document which would impose any liability on Buyer or to take title to any property. The parties agree that this Agreement is not contingent upon any such exchange.
- (p) *Severability.* If any provision of this Agreement becomes unenforceable for any reason, such unenforceability shall not limit or impair the operation or validity of any other provision of this Agreement.

Remainder of page intentionally blank.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

Seller

The City of Leesburg

By: [Signature]
Its: Mayor

Date of execution: November 27, 2023

ATTEST:

J. Andi Purvis
J. Andi Purvis, City Clerk

Buyer

BluRock Development, LLC

By: [Signature]
Its: manager

Date of execution: 10-16-23

**Exhibit A
The Property**



SCHEDULE "A"

DESCRIPTION: (By this Surveyor)

A portion of lands described in Official Records Book 874, Page 2300 as recorded in the Public Records of Lake County, Florida, lying in Section 22, Township 19 South, Range 25 East, Lake County, Florida, being more particularly described as follows:

COMMENCE at the North 1/4 corner of Section 22, Township 19 South, Range 25 East, Lake County, Florida; thence South 00°22'16" West along the East line of the Northeast 1/4 of the Northwest 1/4 of said Section 22, a distance of 691.73 feet to a point on the West line of Parcel B Road Easement as described in Official Records Book 1466, Page 1138 in the Public Records of Lake County, Florida and the POINT OF BEGINNING; thence continue South 00°22'16" West along said East line, a distance of 259.33 feet to the Northerly Right of Way line of State Road No. 500 (U.S. Highway 441); thence North 71°09'27" West along said Northerly Right of Way line, a distance of 82.25 feet; thence departing said right of way line, North 18°51'48" East, a distance of 245.97 feet to the POINT OF BEGINNING.

Containing 10,116.01 square feet, more or less.

SURVEYOR'S REPORT:

1. Bearings shown hereon are based on Northerly Right of Way line of State Road No. 500 (U.S. Highway 441) as being North 71°09'27" West. Bearings and distances shown hereon are measured unless otherwise noted.
2. I hereby certify that the "Sketch of Description" of the above described property is true and correct to the best of my knowledge and belief as recently drawn under my direction and that it meets the Standards of Practice for Land Surveying Chapter 5J-17 requirements of Florida Administrative Code.

SKETCH OF DESCRIPTION

FOR

BLUROCK DEVELOPMENT, LLC

Date: January 31, 2024 MER

Job Number: 70346 Scale: 1" = 100'

Chapter 5J-17, Florida
Administrative Code requires
that a legal description drawing
bear the notation that
THIS IS NOT A SURVEY.

SHEET 1 OF 2
SEE SHEET 2 FOR SKETCH

Certification Number LB2108 70346006



SSMC™
SUE • SURVEY • GIS

SOUTHEASTERN SURVEYING
AND MAPPING CORPORATION
550 South Highland Street
Mt. Dora, Florida 32757
(352) 343-4880

e-mail: info@southeasternsurveying.com

James M. Dunn II
JAMES M. DUNN II, PSM
Registered Land Surveyor Number 4235

SKETCH OF DESCRIPTION

SOUTH LINE OF THE SE 1/4 OF
THE SW 1/4 OF SECTION 15-19-25
NORTH LINE OF THE NE 1/4 OF
THE NW 1/4 OF SECTION 22-19-25

SEC 15-19-25

SEC 22-19-25

POINT OF
COMMENCEMENT

NORTH 1/4 CORNER
SEC 22-19-25

EAST LINE OF NE
1/4 OF NW 1/4

691.73'
S00°22'16"W

COLLEGE DRIVE

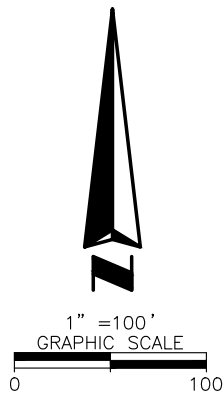
PORTION OF THE NE 1/4
OF THE NW 1/4
SECTION 22-19-25

85.0'

POINT OF
BEGINNING

WEST LINE, PARCEL B
ROADWAY EASEMENT
ORB 1466, PAGE 1138

NOT PLATTED
PARCEL ID:
01-19-25-0500-040-00400



N18°51'48"E 245.97'
S00°22'16"W 259.33'

WEST LINE, PARCEL B
ROADWAY EASEMENT
ORB 1480, PAGE 1285
ORB 1657, PAGE 1812

STATE ROAD NO. 500
(U.S. HIGHWAY 441) 214' RIGHT OF WAY
STATE ROAD DEPARTMENT RIGHT OF WAY MAP
SECTION NO. 11010-2568

LEGEND & ABBREVIATIONS

ORB = OFFICIAL RECORDS BOOK

Drawing No. 70346006
Job No. 70346
Date: January 31, 2024
SHEET 2 OF 2
See Sheet 1 for Description

THIS IS NOT A SURVEY.
NOT VALID WITHOUT SHEET 1 THROUGH 2



SSMC
SUE • SURVEY • GIS

SOUTHEASTERN SURVEYING
AND MAPPING CORPORATION
550 South Highland Street
Mt. Dora, Florida 32757
(352) 343-4880

Certification Number LB2108
e-mail: info@southeasternsurveying.com

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.A.1.

Meeting Date: August 12, 2024

From: Dan Miller, (Planning and Zoning Director)

Subject: An Ordinance of the City of Leesburg, Florida, annexing certain real property consisting of approximately 40.61 +/- acres; and being generally located north of North Shore Drive and west of Beverly Point Road, lying in Section 14, Township 19 South, Range 24 East, Lake County, Florida, providing that said property so annexed shall be liable for its proportionate share of the existing and future indebtedness of said city; providing that such annexed property shall be subject to all laws and ordinances of said city as if all such territory had been a part of the City of Leesburg at the time of passage and approval of said laws and ordinances; providing that such annexed territory shall be placed in City Commission District 5; and providing an effective date. (North Shore Caras Cove ANNX)

Staff Recommendation:

The Planning and Zoning staff recommends approval of the proposed ordinance for annexation of 40.61 +/- acres.

Analysis:

The applicant has submitted a request for annexation of approximately 40.61 +/- acres, being generally located north of North Shore Drive and west of Beverly Point Road, as shown on the attached General Location Map. At this time, the property is undeveloped. The current zoning is Lake County C-1 (Neighborhood Commercial); the proposed zoning is City PUD (Planned Unit Development).

The proposal for the property is to develop eight single family homes. The property is surrounded by Leesburg PUD (Planned Unit Development), R-1-A (Single Family Residential), R-1 (Low Density Family Residential), R-2 (Medium Density Residential), R-3 (High Density Residential), C-3 (Highway Commercial), and P (Public). Under the conditions of the PUD (Planned Unit Development) zoning case which is also on this agenda, no negative impacts are anticipated to adjacent properties.

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

Procurement Analysis:

N/A

Options:

1. Approve the requested annexation. This would give the City jurisdiction over the use and future development of the subject site and provide for the application of City standards to this property; or
2. Disapprove the proposed annexation and allow the property to remain in the County.

Fiscal Impact:

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

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, ANNEXING CERTAIN REAL PROPERTY CONSISTING OF APPROXIMATELY 40.61 +/- ACRES; AND BEING GENERALLY LOCATED NORTH OF NORTH SHORE DRIVE AND WEST OF BEVERLY POINT ROAD, LYING IN SECTION 14, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, PROVIDING THAT SAID PROPERTY SO ANNEXED SHALL BE LIABLE FOR ITS PROPORTIONATE SHARE OF THE EXISTING AND FUTURE INDEBTEDNESS OF SAID CITY; PROVIDING THAT SUCH ANNEXED PROPERTY SHALL BE SUBJECT TO ALL LAWS AND ORDINANCES OF SAID CITY AS IF ALL SUCH TERRITORY HAD BEEN A PART OF THE CITY OF LEESBURG AT THE TIME OF PASSAGE AND APPROVAL OF SAID LAWS AND ORDINANCES; PROVIDING THAT SUCH ANNEXED TERRITORY SHALL BE PLACED IN CITY COMMISSION DISTRICT 5; AND PROVIDING AN EFFECTIVE DATE. (NORTH SHORE CARAS COVE ANNX)

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

Section 1

Based upon the petition of GL Summitt Engineering, Inc, Petitioner, "Permittee" for the property hereinafter described, shall be annexed into the city limits of the City of Leesburg, Florida, which petition has heretofore been approved by the City Commission of the City of Leesburg, Florida, pursuant to the provisions of the Laws of Florida, the hereinafter described property is hereby annexed and made a part of the city limits of the City of Leesburg, Florida. The subject property lying and situated in Lake County, Florida, is more particularly described as:

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

Section 2.

All of the property, real and personal, within said annexed territory, described in Section 1 above, as provided by this ordinance, and the inhabitants thereof, shall be subject to the government, jurisdiction, powers, franchises, duties, and privileges of the City of Leesburg, Florida, and the said annexed property shall be liable, proportionately, for all of the present outstanding and existing, as well as future, indebtedness of the City of Leesburg, Florida; that all of the ordinances of the City of Leesburg, and all the laws heretofore passed by the Legislature of the State of Florida relating to and which now or hereafter constitute its Charter, shall apply to and have the same force and effect on such annexed territory as if all such annexed territory had been a part of the City of Leesburg, Florida, at the time of the passage and approval of said laws and ordinances. The property annexed here by is assigned to City Commission District 5;

Section 3.

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

Section 4.

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

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 12th day of August 2024.

THE CITY OF LEESBURG, FLORIDA

Mayor

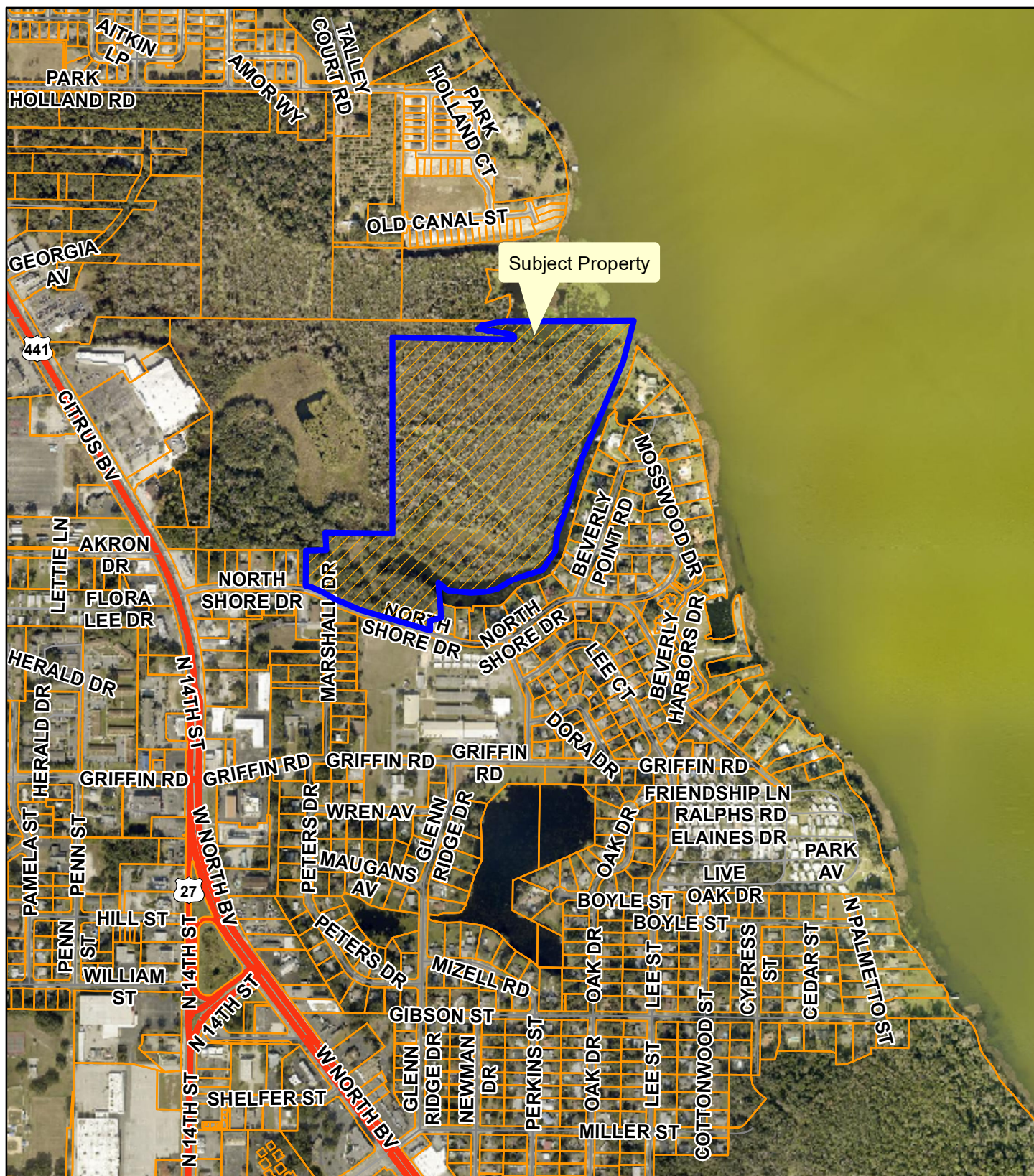
ATTEST:

City Clerk

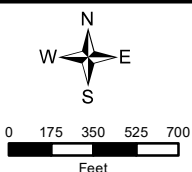
Northshore Legal Description:

From the Northwest corner of the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 14, run East 749 feet for the P.O.B. Run thence North 100 feet, run thence East 375 feet, run thence North to a point that is 100 feet South of the North line of the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of said Section 14, run thence East of Lake Griffin, begin again at Point of Beginning, and run West to a point that is 635 feet East of the Northwest corner of the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$, run thence South to the Northerly right of way line of North Shore Drive, run thence Southeasterly along said right of way line to a point that is 25.92 feet East of the West line of Government Lot 4, run thence North 50 feet, run thence East 50 feet, run thence North to the center of the canal, to Lake Griffin, thence Northerly along waters of Lake Griffin to the intersection of the first line. Section 14, Township 19 South, Range 24 East Lake County, Florida.

Aerial



Planning & Zoning Division

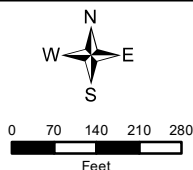


ANNX-24-156; SSCP-24-157; PUD-24-158
North Shore (Caras Cove), 1200 North Shore Drive
Alternate Key #: 1204151
Section 14, Township 19 South, Range 24 East
April 24, 2024

Aerial

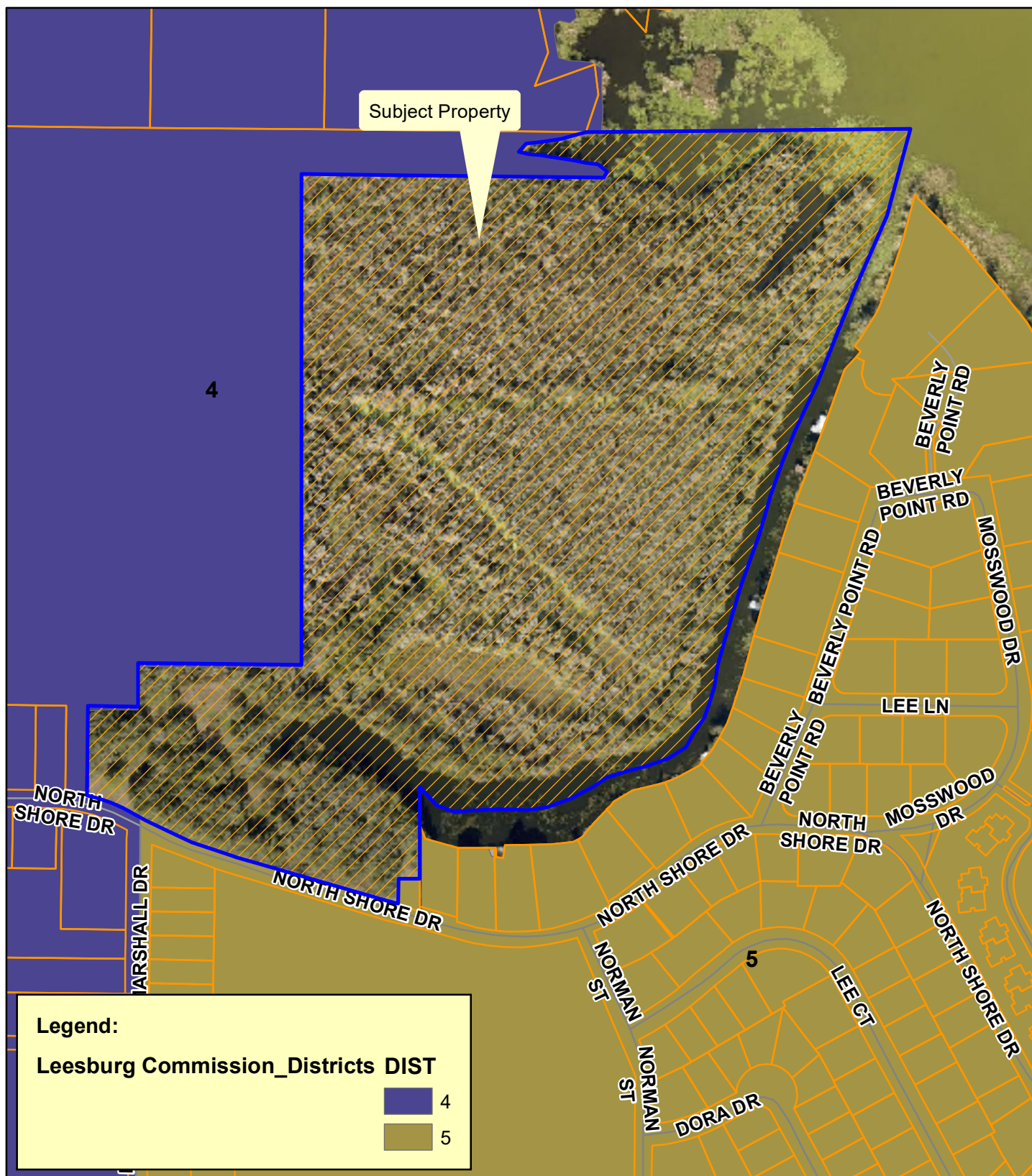


**Planning
& Zoning
Division**

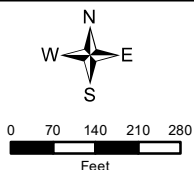


ANNX-24-156; SSCP-24-157; PUD-24-158
North Shore (Caras Cove), 1200 North Shore Drive
Alternate Key #: 1204151
Section 14, Township 19 South, Range 24 East
April 24, 2024

Commission District



Planning & Zoning Division



ANNX-24-156; SSCP-24-157; PUD-24-158
North Shore (Caras Cove), 1200 North Shore Drive
Alternate Key #: 1204151
Section 14, Township 19 South, Range 24 East
April 24, 2024

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.A.2.

Meeting Date: August 12, 2024

From: Dan Miller, (Planning and Zoning Director)

Subject: An Ordinance amending the Future Land Use Map of the Comprehensive Plan of the City of Leesburg, changing the Future Land Use Map Designation of certain property containing 40.61 +/- acres from Lake County Urban Medium Density to City of Leesburg Conservation and Estate Residential, for a property generally located north of North Shore Drive and west of Beverly Point Road, lying in Section 14, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date. (North Shore Caras Cove SSCP)

Staff Recommendation:

The Planning & 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 40.61 +/- acres from Lake County Urban Medium Density to City of Leesburg Conservation and Estate Residential.

Analysis:

The project site is approximately 40.61 acres. The property is generally located north of North Shore Drive and west of Beverly Point Road. Currently, the property is undeveloped acreage. The proposed use is for eight single family homes and conservation land.

The surrounding Future Land Use Map designations of City of Leesburg Conservation, Estate Residential, Low Density Residential, High Density Residential, and Institutional are compatible, as conditioned in the PUD zoning, with the proposed future land use designation of Conservation and 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.

Procurement Analysis:

N/A

Options:

1. Approve the requested small-scale comprehensive plan amendment from Lake County Regional Office to City of Leesburg Neighborhood Mixed Use; or
2. Other such action as the Commission may deem appropriate.

Fiscal Impact:

There is no direct fiscal impact on the City because of this action. Future development of the property will provide a small positive fiscal impact the collection of impact fees, ad valorem taxes and utility charges.

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FUTURE LAND USE MAP OF THE COMPREHENSIVE PLAN OF THE CITY OF LEESBURG, CHANGING THE FUTURE LAND USE MAP DESIGNATION OF CERTAIN PROPERTY CONTAINING 40.61 +/- ACRES FROM LAKE COUNTY URBAN MEDIUM DENSITY TO CITY OF LEESBURG CONSERVATION AND ESTATE RESIDENTIAL, FOR A PROPERTY GENERALLY LOCATED NORTH OF NORTH SHORE DRIVE AND WEST OF BEVERLY POINT ROAD, LYING IN SECTION 14, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (NORTH SHORE CARAS COVE SSCP)

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

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

NOW, THEREFORE,

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

Section 1.

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

The Future Land Use Map is amended by changing the designation of approximately 40.61 +/-acres of land generally located north of North Shore Drive and west of Beverly Point Road from Lake County Urban Medium Density to City of Leesburg Conservation and Estate Residential, as shown on the revised map of said area, lying in Section 14, Township 19 South, Range 24 East, Lake County, Florida;

Section 2.

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

Section 3.

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

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 12th day of August 2024.

THE CITY OF LEESBURG, FLORIDA

Mayor

ATTEST:

City Clerk

Northshore Legal Description:

From the Northwest corner of the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 14, run East 749 feet for the P.O.B. Run thence North 100 feet, run thence East 375 feet, run thence North to a point that is 100 feet South of the North line of the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of said Section 14, run thence East of Lake Griffin, begin again at Point of Beginning, and run West to a point that is 635 feet East of the Northwest corner of the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$, run thence South to the Northerly right of way line of North Shore Drive, run thence Southeasterly along said right of way line to a point that is 25.92 feet East of the West line of Government Lot 4, run thence North 50 feet, run thence East 50 feet, run thence North to the center of the canal, to Lake Griffin, thence Northerly along waters of Lake Griffin to the intersection of the first line. Section 14, Township 19 South, Range 24 East Lake County, Florida.



CITY OF LEESBURG PLANNING & ZONING DIVISION RECOMMENDATIONS

DATE: May 23, 2024
OWNER: H2O Development LLC
PETITIONER: GL Summitt Engineering, Inc
PROJECT: North Shore (Caras Cove)
REQUEST: Small Scale Comprehensive Plan Amendment from Lake County Urban Medium Density to City of Leesburg Conservation and Estate Residential
CASE NO.: SSCP-24-157

THE PLANNING & ZONING DIVISION RECOMMENDS:

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

1. This project meets the requirements of Chapter 163.3187 Florida Statutes, for Small Scale Comprehensive Plan Amendments.
2. The proposed request for a Small-Scale Comprehensive Plan amendment to Conservation and Estate Residential is compatible with the adjacent future land use designations of City of Leesburg Conservation and Estate Residential.
3. The proposed request for a PUD (Planned Unit Development) zoning is compatible with the current surrounding zoning districts of City of Leesburg PUD (Planned Unit Development), R-1-A (Single Family Residential), R-1 (Low Density Family Residential), R-2 (Medium Density Residential), R-3 (High Density Residential), P (Public), and C-3 (General Commercial).
4. The proposed future land use designation for the site is consistent with the City's Growth Management Plan, Future Land Use Element, Goal I, Objective 1.6.

Action Requested:

1. Vote to **approve** staff's recommendation to change the future land use of the subject property from Lake County Urban Medium Density to the City of Leesburg Conservation and Estate Residential and forward this recommendation to the City Commission for consideration.

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

DATE: May 23, 2024
OWNER: H2O Development LLC
PETITIONER: GL Summitt Engineering, Inc
PROJECT: North Shore (Caras Cove)
REQUEST: Amend the Comprehensive Plan from Lake County Urban Medium Density to City of Leesburg Conservation and Estate Residential and Rezone from Lake County C-1 (Neighborhood Commercial) to City of Leesburg PUD (Planned Unit Development) to allow 8 detached single-family units.
CASE NO.: SSCP-24-157; PUD-24-158 (ANNX-24-156)

GENERAL LOCATION: North of North Shore Drive and east of Beverly Point Road

FUTURE LAND USE DESIGNATION: Lake County Urban Medium Density

SURROUNDING FUTURE LAND USE DESIGNATION:

North – City of Leesburg Conservation
South – City of Leesburg Low Density Residential, Institutional
East – City of Leesburg Estate Residential, High Density Residential
West – City of Leesburg Conservation, Low Density Residential

PROPOSED FUTURE LAND USE DESIGNATION: Conservation and Estate Residential

EXISTING ZONING DESIGNATION: Lake County C-1 (Neighborhood Commercial)

SURROUNDING ZONING DESIGNATIONS:

North – City of Leesburg PUD (Planned Unit Development)
South – City of Leesburg R-1 (Low Density Family Residential), R-2 (Medium Density Residential), PUD (Planned Unit Development), P (Public)
East – City of Leesburg R-1-A (Single Family Residential), R-3 (High Density Residential)
West – City of Leesburg C-3 (General Commercial), R-1 (Low Density Family Residential)

PROPOSED ZONING DESIGNATION: Lake County C-1 (Neighborhood Commercial)

EXISTING LAND USE: City of Leesburg PUD (Planned Unit Development)

SURROUNDING LAND USE:

North – Vacant Residential; State of Florida
South – Vacant Residential; Residential; Place of Worship; School Board of Lake County
East – Residential
West – Wetlands

PROPOSED LAND USE: Residential (Single-Family Detached)

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

DATE: May 23, 2024
OWNER: H2O Development LLC
PETITIONER: GL Summitt Engineering, Inc
PROJECT: North Shore (Caras Cove)
REQUEST: Amend the Comprehensive Plan from Lake County Urban Medium Density to City of Leesburg Conservation and Estate Residential and Rezone from Lake County C-1 (Neighborhood Commercial) to City of Leesburg PUD (Planned Unit Development) to allow 8 detached single-family units.
CASE NO.: ANNX-24-156; SSCP-24-157; PUD-24-158

THE FOLLOWING COMMENTS RECEIVED FROM EACH DEPARTMENT:

POLICE

No comments received as of 05/17/2024.

FIRE

No comments received as of 05/17/2024.

ELECTRIC

Electric has no objections. Steve Davis, 05/03/2024

GAS

Gas Department- No Comment. – Wayne Williams, 05/02/2024

GIS

GIS has no comments. – Nicholas Tota, 05/02/2024

BUILDING

No comments received as of 05/17/2024.

PUBLIC WORKS

Public Works has no issues with this item. – Clifford Kelsey, 05/03/2024

ADDRESSING

No comments received as of 05/17/2024.

HOUSING & REDEVELOPMENT

No comments received as of 05/17/2024.

LAKE COUNTY PUBLIC WORKS

I have no comment. – Seth Lynch, 05/02/2024

LAKE COUNTY SCHOOLS

This project was issued a ‘no impact’ letter (NI2022-01). – Heather Croney, 05/02/2024

PUBLIC RESPONSES

No comments received as of 05/17/2024.

Approval

Disapproval

1

No comment

Notice of Appearance filed:

PUBLIC COMMENTS (APPROVAL WITH REQUESTS)

No comments received as of 05/17/2024.

PUBLIC COMMENTS (DISAPPROVAL)

No comment. – Marian Cunningham Kob, 5/20/2024



MEMORANDUM

PROJECT: DE MINIMIS DETERMINATION (Tier 1 TIA) EXEMPTION

CASE: North Shore (Caras Cove) ANNX-24-156; SSCP-24-157; PUD-24-158

TO: **Delivered via email:**
Jason Lee
E: jason@landanddev.com
Geoff Summitt
E: geoff@glseng.com
Michael Woods, Executive Director, Lake~Sumter MPO
E: mwoods@lakesumtermpo.com
City of Leesburg Public Works
E: John.Borrow@leesburgflorida.gov
E: Tracy.Bronson@leesburgflorida.gov
Lake County Public Works
Seth.Lynch@lakecountyfl.gov
Sharon.Lewis@lakecountyfl.gov

FROM: Max Van Allen, Planner, City of Leesburg

THROUGH:  Dan Miller, Director, Planning and Zoning, City of Leesburg

DATE: May 20, 2024

STATUS: **APPROVED De minimis determination**

The proposed development meets the de minimis determination criteria stated in Lake~Sumter Metropolitan Planning Organization Methodology and Guidelines Section 3.1 Tier 1 TIA: Projects Generating Less than 100 Peak Hour Two-way Net New Trips.

A traffic analysis is not required based on the proposed number of 8 single-family residences.

Lake-Sumter MPO
TIS Methodology Guidelines

and signed by a licensed professional engineer prior to submittal.

3.1 Tier 1 TIA: Projects Generating Less than 100 Peak Hour Two-way Net New Trips
De minimis Determination (Tier 1 TIA) - The LSMPO defines "de minimis" development as any development for which the net average weekday peak hour two-way volume generated by the development is less than 100 trip ends or driveway volume on the adjacent roadway[s].

As an example, developments of the following size typically generate less than 100 net new peak hour trips:

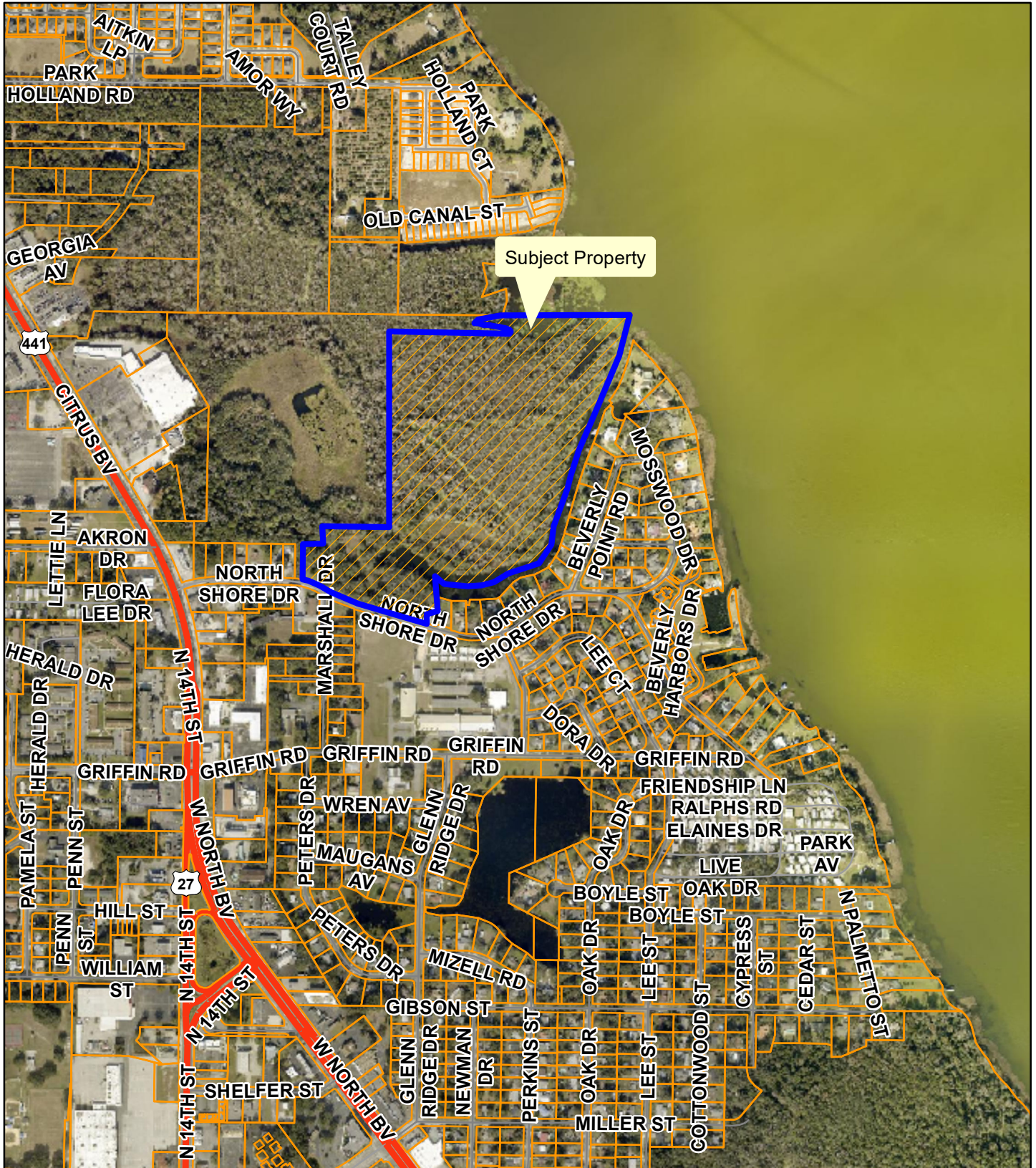
- Single Family Residential (ITE Code 210) – 99 dwelling units.
- Apartment (ITE Code 220) – 160 dwelling units.
- Office Building (ITE Code 710) – 66,000 square feet.
- Retail (ITE Code 820, Shopping Center w/o supermarket) – 26,000 square feet.
- Services (ITE Code 945, Gas station with Convenience Market) – 6 Fueling Positions.

Projects generating less than 100 peak hour two-way net new trips may generally be considered to create non-substantial impacts. In most cases, a Request for Exemption Letter from a Tier 1 TIA may be submitted.

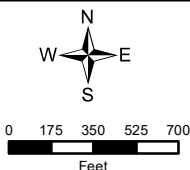
If the traffic impacts of a proposed project can be clearly determined to have de minimis impacts and all the parties involved (local government, LSMPO, Florida Department of Transportation (FDOT), applicant, etc.) are in agreement, the submittal of a Tier 1 TIA may not be necessary. The applicant may submit a Request for Exemption Letter from doing a TIA. The required information needed to be provided in the Exemption Letter is described in Section 5. An example of a Request for Exemption Letter from doing a TIA can be found in Appendix B. Any exemptions to performing a Tier 1 TIA or deviation from this methodology shall be at the discretion of the appropriate local government. If an exemption is approved, the local government has the responsibility of notifying the LSMPO.

However, there may be circumstances when a project generates less than 100 Peak Hour Two-way Net New Trips and the Request for Exemption Letter is denied. At this point a Tier 1 TIA is necessary. The applicant will need to submit a Methodology Letter for approval prior to the Tier 1 TIA submittal. The required information to be contained in the Methodology Letter is described in section 6. If any deviations from, or modifications to a Methodology are considered by the local government, the LSMPO must be notified prior to the submittal of the methodology by the applicant.

Aerial



**Planning
& Zoning
Division**

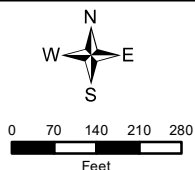


ANNX-24-156; SSCP-24-157; PUD-24-158
 North Shore (Caras Cove), 1200 North Shore Drive
 Alternate Key #: 1204151
 Section 14, Township 19 South, Range 24 East
 April 24, 2024

Aerial



**Planning
& Zoning
Division**

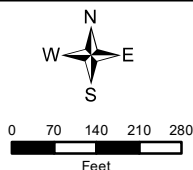


ANNX-24-156; SSCP-24-157; PUD-24-158
North Shore (Caras Cove), 1200 North Shore Drive
Alternate Key #: 1204151
Section 14, Township 19 South, Range 24 East
April 24, 2024

Surrounding Land Uses

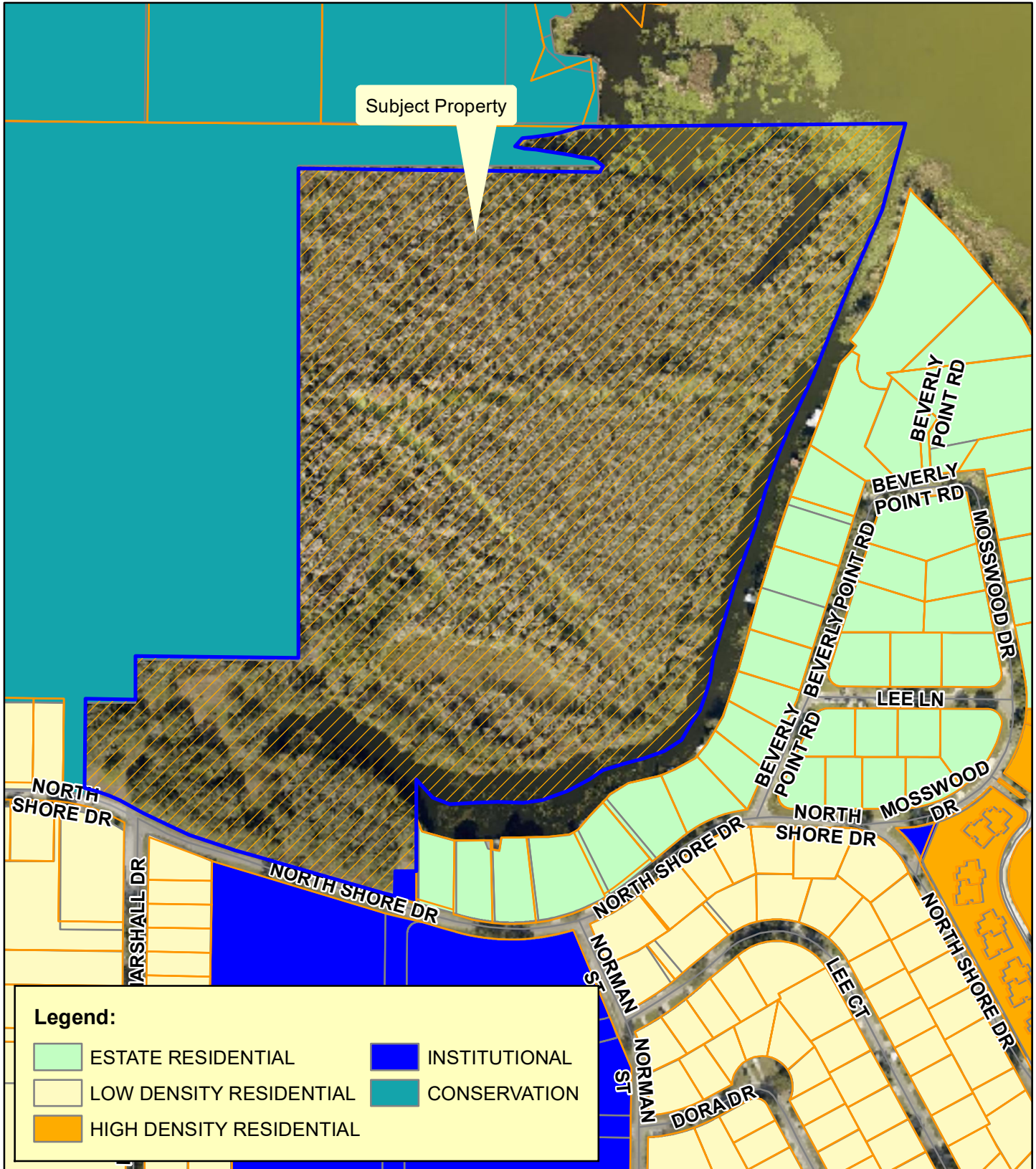


**Planning
& Zoning
Division**

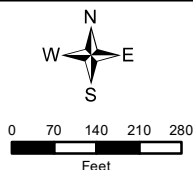


ANNX-24-156; SSCP-24-157; PUD-24-158
North Shore (Caras Cove), 1200 North Shore Drive
Alternate Key #: 1204151
Section 14, Township 19 South, Range 24 East
April 24, 2024

City of Leesburg Future Land Use

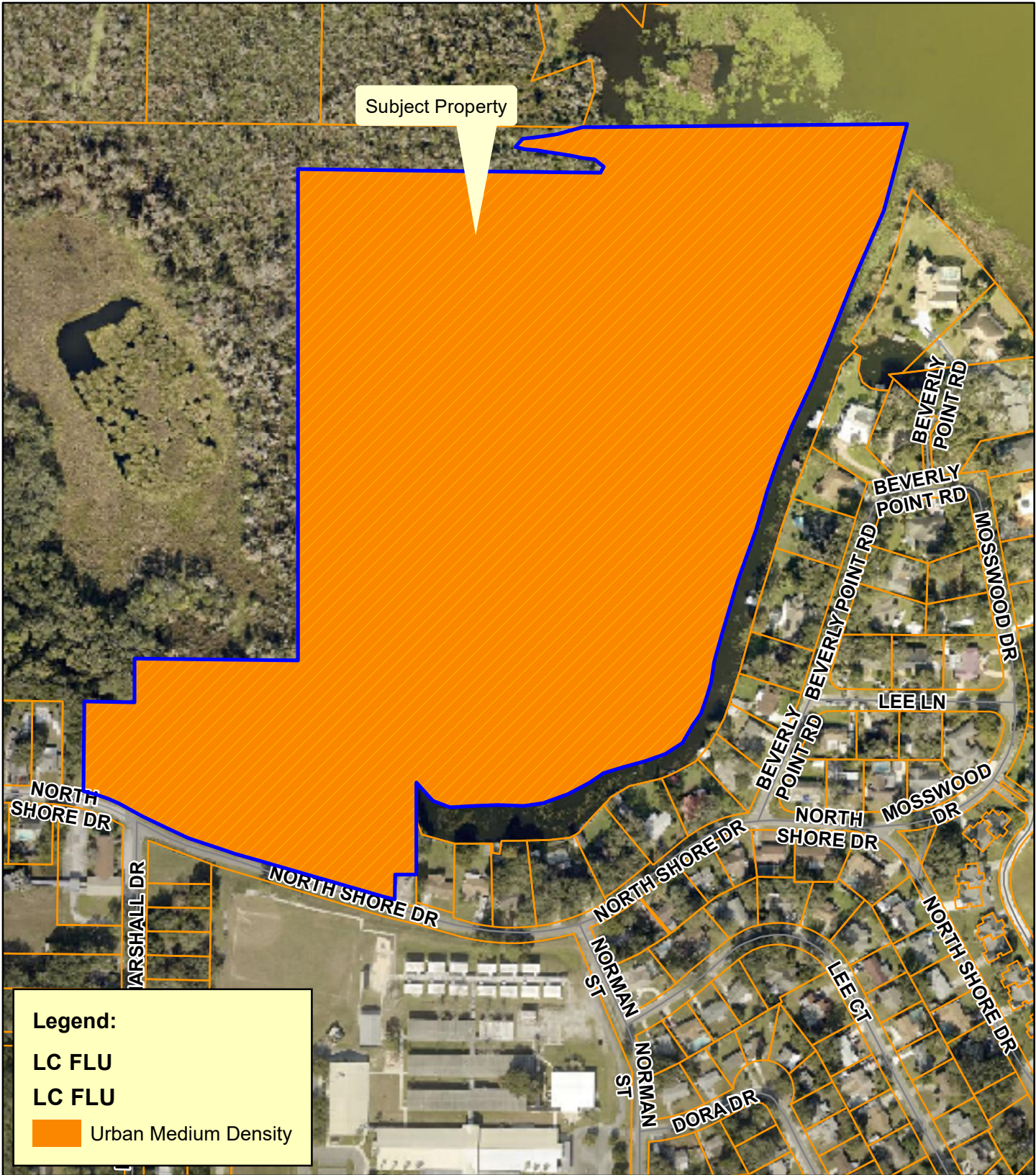


**Planning
& Zoning
Division**

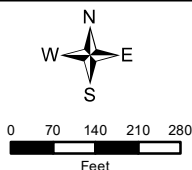


ANNX-24-156; SSCP-24-157; PUD-24-158
North Shore (Caras Cove), 1200 North Shore Drive
Alternate Key #: 1204151
Section 14, Township 19 South, Range 24 East
April 24, 2024

Lake County Future Land Use

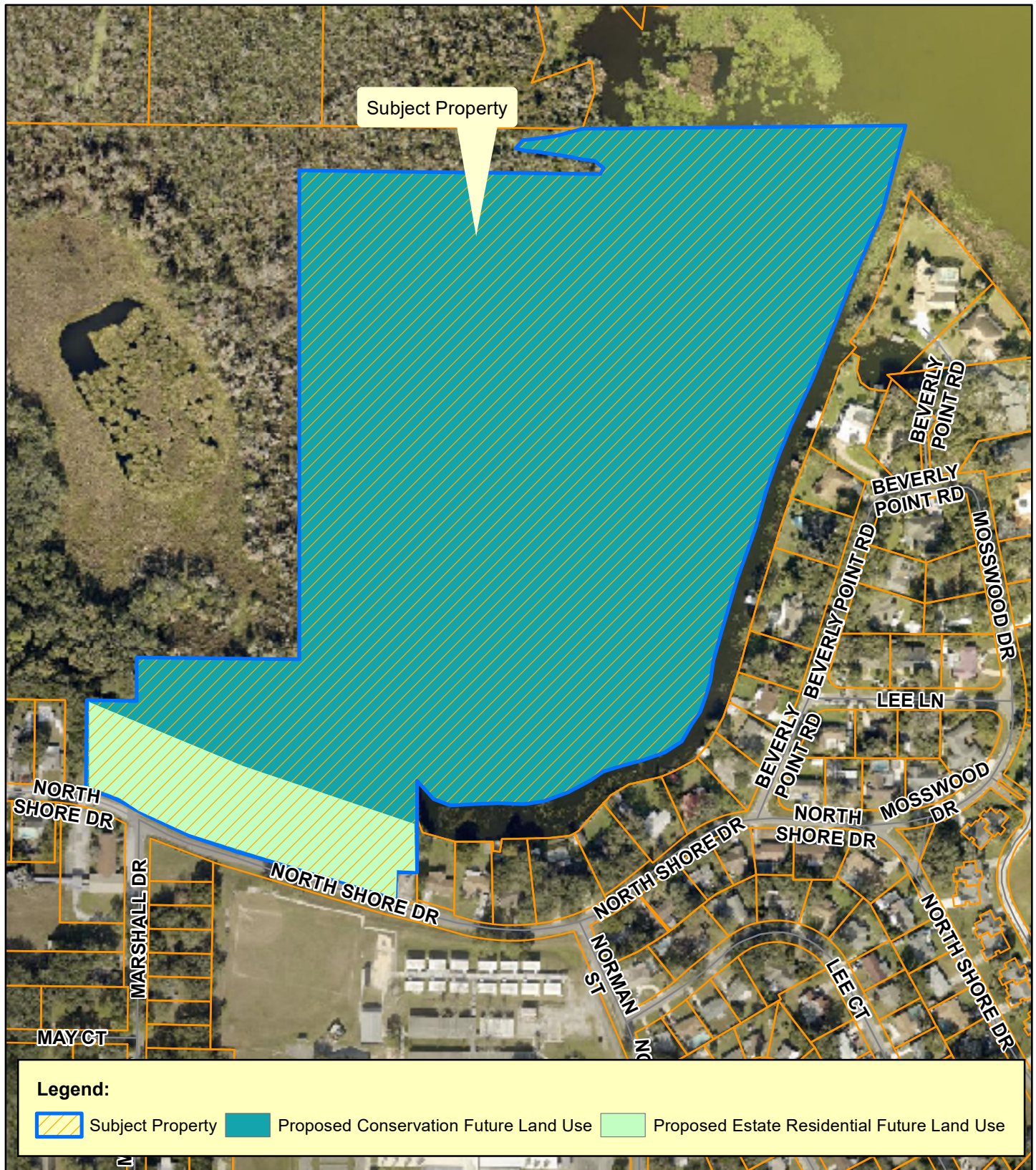


**Planning
& Zoning
Division**

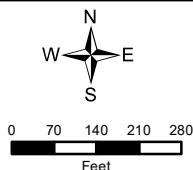


ANNX-24-156; SSCP-24-157; PUD-24-158
North Shore (Caras Cove), 1200 North Shore Drive
Alternate Key #: 1204151
Section 14, Township 19 South, Range 24 East
April 24, 2024

Proposed Future Land Use



**Planning
& Zoning
Division**

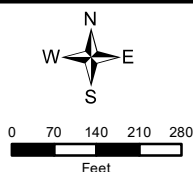


ANNX-24-156; SSCP-24-157; PUD-24-158
North Shore (Caras Cove), 1200 North Shore Drive
Alternate Key #: 1204151
Section 14, Township 19 South, Range 24 East
May 1, 2024

Flood Zone

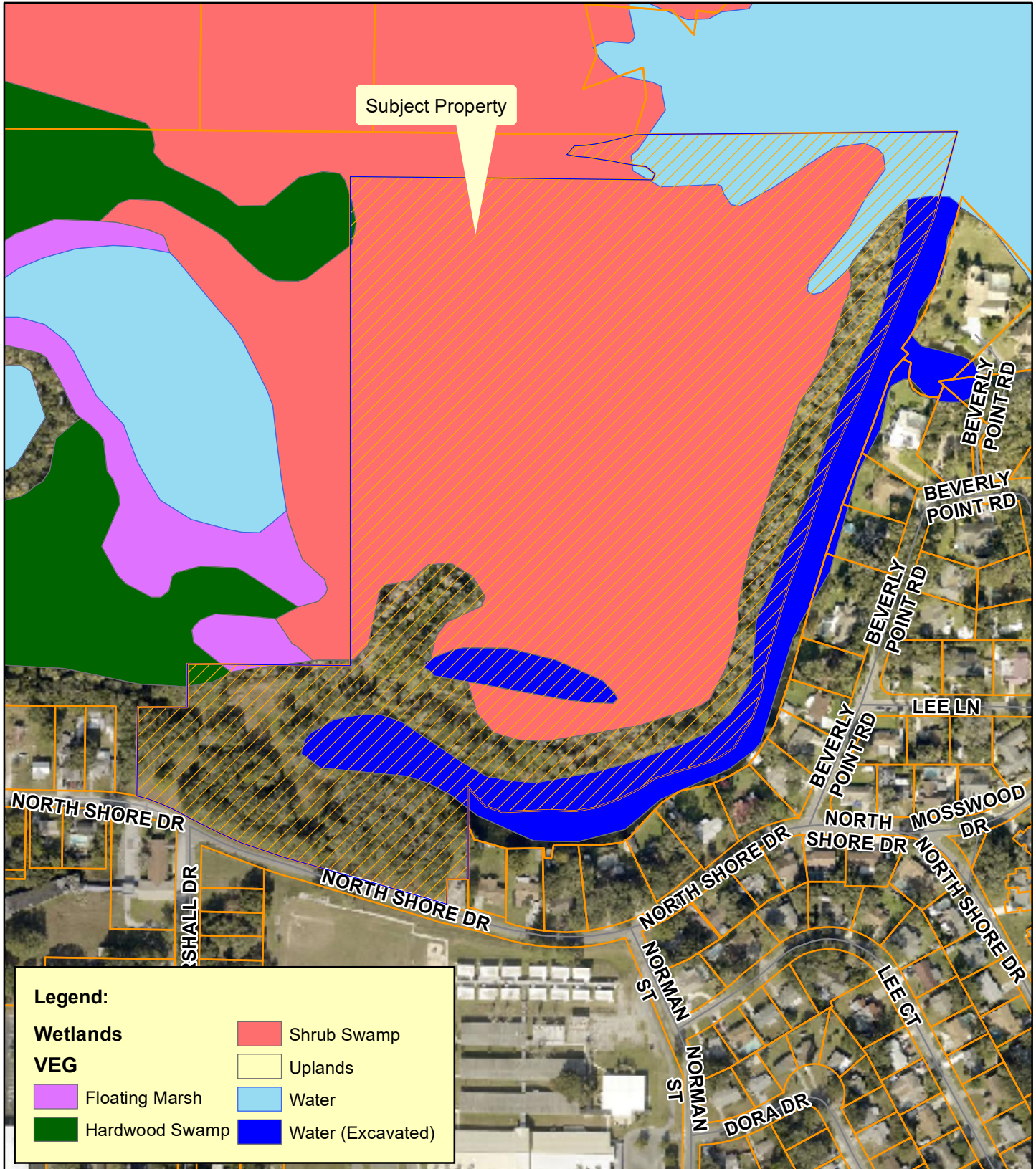


**Planning
& Zoning
Division**

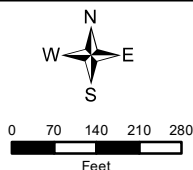


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 North Shore (Caras Cove), 1200 North Shore Drive
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 Section 14, Township 19 South, Range 24 East
 April 24, 2024

Wetlands

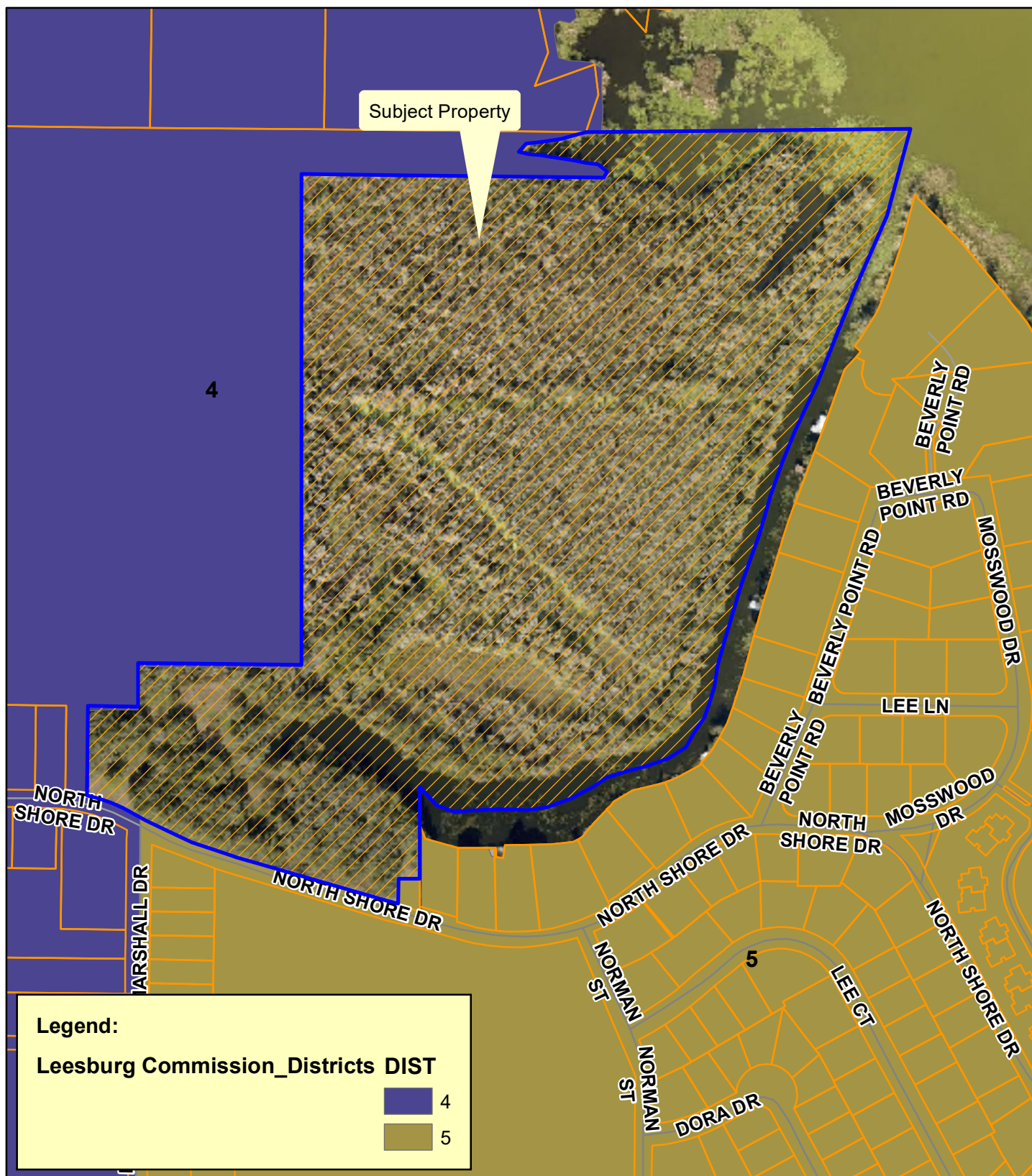


**Planning
& Zoning
Division**

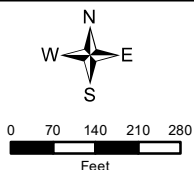


ANNX-24-156; SSCP-24-157; PUD-24-158
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 April 24, 2024

Commission District



Planning & Zoning Division



ANNX-24-156; SSCP-24-157; PUD-24-158
North Shore (Caras Cove), 1200 North Shore Drive
Alternate Key #: 1204151
Section 14, Township 19 South, Range 24 East
April 24, 2024

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.A.3.

Meeting Date: August 12, 2024

From: Dan Miller, (Planning and Zoning Director)

Subject: An Ordinance of the City of Leesburg, Florida, changing the zoning of approximately 40.61 +/- acres from Lake County C-1 (Neighborhood Commercial) to City of Leesburg PUD (Planned Unit Development), for a property generally located north of North Shore Drive and west of Beverly Point Road; lying in Section 14, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date. (North Shore Caras Cove PUD)

Staff Recommendation:

Planning and Zoning Staff and Planning Commission recommend approval of the request to rezone the subject property from Lake County C-1 (Neighborhood Commercial) to City of Leesburg PUD (Planned Unit Development) to allow 8 detached single-family units.

Analysis:

The project site is approximately 40.61 +/- acres, and is generally located north of North Shore Drive and west of Beverly Point Road as shown on the attached maps. At this time, the property is undeveloped acreage. The proposal will allow 8 detached single-family units. The existing land uses surrounding the property are Vacant Residential, State of Florida, Residential, Place of Worship, School Board of Lake County and Wetlands. City of Leesburg utilities are available nearby.

The Planning Commission held a public hearing on the application on May 23, 2024, and recommended approval, with the condition that side setbacks within the North Shore Caras Cove PUD document, Section 4 "Development Standards" N. 1. f. shall be amended from 10 feet to 7.5 feet based on the applicant and staff request at the public hearing.

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 on this site will create a small positive fiscal impact on the City of Leesburg, in the form of impact and utility fees, plus ad valorem taxes.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE ZONING OF APPROXIMATELY 40.61 +/- ACRES FROM LAKE COUNTY C-1 (NEIGHBORHOOD COMMERCIAL) TO CITY OF LEESBURG PUD (PLANNED UNIT DEVELOPMENT), FOR A PROPERTY GENERALLY LOCATED NORTH OF NORTH SHORE DRIVE AND WEST OF BEVERLY POINT ROAD; LYING IN SECTION 14, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (NORTH SHORE CARAS COVE PUD)

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

Section 1.

Based upon the petition of GL Summitt Engineering, 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 Lake County C-1 (Neighborhood Commercial) to City of Leesburg PUD (Planned Unit Development), to-wit:

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

Section 2.

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

PASSED AND ADOPTED at the regular meeting of the City Commission of the City of Leesburg, Florida, held on the 12th day of August 2024.

THE CITY OF LEESBURG, FLORIDA

Mayor

ATTEST:

City Clerk

North Shore (Caras Cove) - 1200 N SHORE DR, LEESBURG FL, 34748

PUD-24-158

AK#: 1204151

Legal Description Taken from Property Record Card

Friday, May 24, 2024

AK # 1204151 Legal Description

FROM NW COR OF SW 1/4 OF SW 1/4 RUN E 749 FT FOR POB, RUN N 100 FT, E 375 FT, N TO PT 100 FT S OF N LINE OF NW 1/4 OF SW 1/4, E TO LAKE GRIFFIN, BEG AGAIN AT POB & RUN W TO PT 635 FT E OF NW COR OF SW 1/4 OF SW 1/4, S TO NORTH SHORE DR, SE'LY ALONG SAID DR TO PT 25.92 FT E OF W LINE OF GOV LOT 4, N 50 FT, E 50 FT, N TO CENTER OF CANAL, NE'LY ALONG CENTER LINE OF CANAL TO LAKES TO INTERSECT FIRST LINE ORB 5791 PG 2215

NORTH SHORE (CARAS COVE)
PUD (PLANNED UNIT DEVELOPMENT AGREEMENT)
May 24, 2024

This Planned Unit Development Conditions for a PUD (Planned Unit Development) zoning district is granted by the City of Leesburg Planning Commission, Lake County, Florida to **H2O Development, LLC, 14934 Old US Highway 441, Tavares, FL 32778, (Geoff Summitt, G L Summitt Engineering, Inc., Petitioner), "Agent"** for the purposes described herein, and subject to the terms and conditions as set forth in this document, pursuant to authority contained in Chapter 25 "Zoning", Section 25-278 "Planned Unit Development" of the City of Leesburg Code of Ordinances, as amended.

BACKGROUND

The "Permittee" is requesting a Planned Unit Development (PUD) zoning district to allow future construction of a proposed residential development consisting of approximately 40.61 +/- acres containing a maximum of 8 detached single-family residential units, generally located north of North Shore Drive and east of Beverly Point 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 **H2O Development, LLC, 14934 Old US Highway 441, Tavares, FL 32778, (Geoff Summitt, G L Summitt Engineering, Inc., Petitioner), "Agent"** to construct, operate, and maintain a Planned Unit Development in and on real property in the City of Leesburg, in accordance with the requirements set forth herein. The property is more particularly described below.

2. **LEGAL DESCRIPTION**

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

3. LAND USE

The above-described property, containing approximately 40.61 +/- acres, shall be used for platted, detached 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. 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. Attached single family units (Townhouses)
2. Duplex/Triplex uses
3. Multi-family units (Apartments)
4. Commercial uses
5. 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 8 detached single-family residential units on the approximately 40.61-acre site, as shown on **Exhibit C, Conceptual Development Plan**.
- B. The platted single-family residential lots shall be oriented along North Shore Drive, for access purposes.
- C. Each detached single-family residential unit shall have a minimum two (2) car garage.
- D. Defined closet space for each additional bedroom above the minimum house size may be included in the minimum square footage requirement herein.
- E. Gutters shall be installed on the side and rear horizontal fascia for any home that has less than 7.5-foot side setback. For lots with a side yard setback of 7.5 feet or greater, no gutters are required. All lots shall be designed to direct stormwater to the appropriate drainage system(s).
- F. 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.
- G. The maximum impervious surface for each platted lot shall be 65%.
- H. Roof overhang shall not exceed forty (40) percent of the distance between the building wall and the property line.
- I. Maximum building height: two (2) stories or 35 feet.
- J. 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.

- K. 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.
- L. Solid roof structures attached to the residence must meet the required rear setback as noted under “Minimum building setbacks.”
- M. 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.
- N. The minimum lot development standards shall be:
 - 1. For detached, single-family lots:
 - a. Minimum house size: 1,700 square feet living area (under roof).
 - b. Each additional bedroom to the above the minimum house size shall be a minimum of 120 square feet. Closet space for each bedroom may be included in the additional bedroom size calculation.
 - c. Minimum lot size shall be 10,000 square feet.
 - d. Minimum lot width 90 feet
 - e. Minimum lot depth 115 feet
 - f. Minimum building setbacks:
 - Front – 25 feet;
 - Porch/Garage – 20 feet (porch must be a minimum width of 5 feet).
 - Rear – 20 feet;
 - Side – 7.5 feet;
 - Side Street – 15 feet.

5. **DESIGN/ARCHITECTURAL STANDARDS**

- A. All buildings shall utilize at least five (5) of the following design features to provide visual relief along all elevations of the single-family units. Designs may vary throughout the development.
 - 1. Dormers
 - 2. Gables
 - 3. Recessed or raised entries
 - 4. Covered porch entries
 - 5. Cupolas
 - 6. Pillars or decorative posts
 - 7. Bay window (minimum 12-inch projections)
 - 8. Eaves (minimum 6-inch projections)
 - 9. Front windows with arched glass tops and minimum 4-inch trim.
 - 10. Garage vehicle doors shall incorporate the following elements: raised decorative panels, decorative glass panels or panes, decorative hinges, etc.
 - 11. Front doors shall incorporate the following decorative elements: raised decorative panels, decorative glass panels or panes, decorative handles, etc.
 - 12. Stone accents
 - 13. Shutters
 - 14. Board and batten siding

15. Hardy board siding
 16. Raised banding
 17. Craftsman style garage doors
- B. Exterior building materials contribute significantly to the visual impact of a building on the community. These materials shall be well designed and integrated into a comprehensive design style for the project. The total exterior wall area of each building elevation shall be composed of one of the following:
1. At least thirty-five percent (35%) full-width brick or stone (not including window and door areas and related trim areas), with the balance being any type of lap siding and/or stucco.
 2. At least thirty percent (30%) full-width brick or stone, with the balance being stucco and/or a “cementitious” lap siding. (A “cementitious” lap siding product is defined as a manufactured strip siding composed of cement-based materials rather than wood fiber-based or plastic-based materials. For example, Masonite or vinyl lap siding would not be allowed under this option.).
 3. All textured stucco shall be permitted subject to the provision of at least five (5) unique design features such as recessed garages, tile or metal roofs, arched windows, porches, etc. in the elevations of the buildings or the buildings are all brick stucco.
 4. For all designs, architectural facades and features shall be submitted and reviewed by the Planning and Zoning Manager or designee for compliance prior at time of site plan review.
- C. Other similar design variations meeting the intent of this section may be approved by the Planning and Zoning Manager or designee.
- D. The architectural styles and facades shown in **Exhibit D, Representative Façade Samples** herein are considered conceptual.
- E. The Permittee shall utilize “Dark Sky” lighting principles when selecting lighting fixtures for all street lighting. Such lighting shall achieve the overall effect of containing and shielding excessive light pollution from adjacent properties. Appropriate designs are as shown on **Exhibit E**, attached hereto.

6. OPEN SPACE, LANDSCAPING & BUFFER REQUIREMENTS

- A. A minimum of 35% open space shall be provided throughout the development. Open space may consist of buffers, wetlands retention, and recreation areas.
- B. A minimum twenty-five (25)-foot wide buffer tract with plantings as shown in Figure B below, shall be provided along all other property boundaries not located along the North Shore Drive right-of-way.
- C. All landscape buffers 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.
- D. Each platted single-family residential lot of record shall contain a minimum of one (1) canopy tree, located within in the front yard, selected from the list of trees within the City of Leesburg Code of Ordinances, *Section 25-328 Table 1, Canopy Trees*, plus at least one (1) other tree, located in the back yard, and one (1) additional tree to be

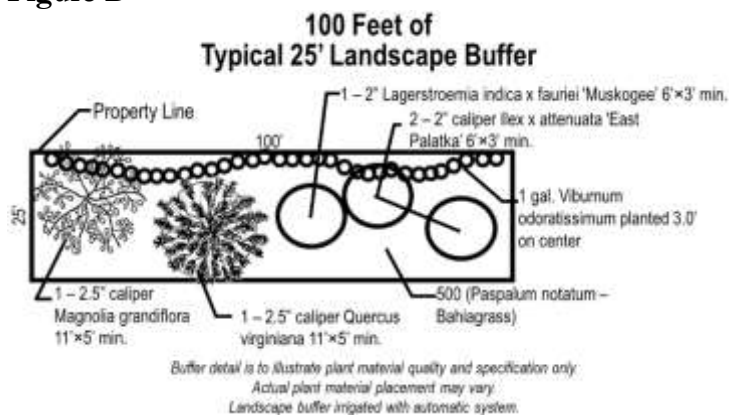
located in either the front or back yard, for a total of three (3) required trees per single-family lot. All other requirements for tree planting based on lot size under the Code of Ordinances shall remain in effect.

- E. Land uses allowed within the upland buffers and conservation areas are limited to hiking trails, walkways, passive recreation activities and stormwater facilities as permitted by St. Johns River Water Management District.
- F. All landscaping and buffering shall be in accordance with regulations contained within the City of Leesburg Code of Ordinances, Section 25-329, and at a minimum shall contain the following plantings as noted in Figures A and B below.

Figure A

Canopy Trees (per 100 l.f.)	2 per 100 linear ft
Tree CAL/Height	2" cal, 12' overall height
Optional Ornamental Trees (per 100 l.f.)	3 per 100 linear ft
Tree CAL/Height	2" cal, 7' overall height
Shrub Screen (per 100 l.f.)	
Square Ft. of Shrubs	(33) 3 gal plants, 18"—24" minimum at installation (depending on species); hedges to be 36"—42" high by thirty-six (36) inches wide hedge or continuous landscape screen with a ninety (90) percent opacity within one (1) year of planting
Container size	3 gal

Figure B



- G. Variations to the landscape and buffering requirements of the code may be approved by the Planning and Zoning Manager or designee, to the extent that the overall intent of the PUD and the Landscaping Code are maintained, including consideration of existing fencing on adjacent properties and existing natural vegetative buffers.
- H. The surveying of trees on the property shall be conducted as follows:
 1. All specimen, heritage and historic trees shall be surveyed. Staff will review the tree survey and such trees shall be saved where possible during the site plan

review process. This may include amending the site plan to save specimen, heritage and historic trees.

2. Site areas that are to preserve existing trees do not need to be included in the survey unless the trees are to be used in preservation/replacement requirements.
3. The tree survey shall be completed by a licensed surveyor.

7. SITE ACCESS AND SIGNAGE

- A. All access points are conceptual and subject to Lake County approval. Actual location and design of all roads shall be determined during the site plan review process and shall include consideration of, and connection to, sidewalks, recreation paths, etc. All other access shall be reviewed for necessity and requirements through Lake County and the City of Leesburg development and permitting processes. Any additional access points shall be subject to site plan application review process.
 1. 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, driveway, and access improvements for the development are made part of the plans submitted to the City of Leesburg.
 2. 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. The developer may provide a decorative entry feature to include a concrete, brick or stucco wall no more than six (6) feet in height, on each side of the development, visible from North Shore Drive. 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 monument signs may be approved by the Planning and Zoning Director or designee, where the architectural style would be in keeping with the intent of these sign regulations.

8. TRANSPORTATION IMPROVEMENTS

- A. Any transportation improvements or rights-of-way that may be required shall be based on projected needs and shall be contingent upon site plan approval by City staff during the development review and permitting process. The plan review process shall include consideration of required sidewalks, recreation paths, etc.
- B. A traffic/transportation study shall be submitted for review and determination of any necessary access improvements, and including any off-site improvements

legally required by Lake County, the Lake-Sumter MPO, or the City of Leesburg. Said improvements will be the responsibility of the Permittee.

- C. The Permittee shall provide necessary traffic improvements within and adjacent to the development which are legally required by Lake County, the Lake-Sumter MPO, and City of Leesburg.
- D. All roads within the development shall be designed and constructed to meet the City of Leesburg requirements. All roads within the development shall be constructed to meet the City of Leesburg's standards, ARTICLE VII – TECHNICAL STANDARDS of the Code of Ordinances, as amended.
- E. The Permittee shall be responsible for obtaining all necessary legally required Lake County and FDOT permits, as required, and a copy of all permits shall be provided to the City of Leesburg.
- F. The City of Leesburg shall not be responsible for the construction of any roads or transportation improvements.
 - 1. Should the Permittee (or designee) desire to dedicate the proposed project's internal road system to the City of Leesburg; the Permittee shall demonstrate to the satisfaction of the City of Leesburg that the road system is in suitable condition and meets all City road design requirements.
 - 2. Should the Permittee (or designee) choose to retain the roadways, the Permittee shall establish an appropriate legal entity that shall accept responsibility to pay the cost and perform all services required to maintain the roads and transportation improvements to City of Leesburg codes and standards, as amended. A Homeowners or Property Owners Association, or other such legal entity will be considered acceptable. 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 along North Shore Drive, and shall provide cross connections to all recreation and residential areas. 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 appliances in eighty percent (80%) of all single-family homes in the development as required by the City of Leesburg Code of Ordinances as amended.
- D. The City of Leesburg intends to service the property with water and wastewater services at this time. At the time of connection, all regulations in place at the time of the request shall be required, including but not limited to impact fees, connection and utility service deposit charges. The cost of supplying water and wastewater lines and other necessary infrastructure such as lift stations to the development shall be the responsibility of the applicant.

10. STORMWATER/DRAINAGE MANAGEMENT

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

- A. A detailed site plan that demonstrates no direct discharge of stormwater runoff generated by the development into any wetlands or onto adjacent properties.
- B. A stormwater management system designed and implemented to meet all applicable St. Johns River Water Management District and City of Leesburg requirements.
- C. A responsible legal entity for the maintenance of the stormwater management system on the plat prior to the approval of the final plat of record. A homeowner's or property owners association is an acceptable maintenance entity.
- D. The existing 100-year flood plain on the property shall be shown on all plans and lots.
- E. The appropriate documentation that any flood hazard boundary has been amended in accordance with Federal Emergency Management Agency requirements, if the 100-year flood plain is altered and /or a new 100-year flood elevation is established in reference to the applicable flood insurance rate map.

- F. A copy of the Management and Storage of Surface Waters permit obtained from St. Johns River Water Management District shall be provided to the City during the site plan review process.
- G. Should the Permittee desire to dedicate the proposed project's stormwater management system to the City of Leesburg; the City, at its discretion, may accept or not accept the stormwater management system.
 - 1. Prior to acceptance, the Permittee shall demonstrate to the City the stormwater management system is in a suitable condition and meets City of Leesburg and St. Johns River Water Management District requirements.
 - 2. As a condition of accepting the system the City may create a special taxing district or make other lawful provisions to assess the cost of maintenance of the system to the residents of the project.

11. WETLANDS, FLOOD ZONES & WILDLIFE

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

accordance with permit approvals from St. Johns River Water Management District or U.S. Army Corp of Engineers, whichever is more restrictive.

- G. A wildlife management plan for the project site shall be prepared based on the results of an environmental assessment of the site and any environmental permit required from applicable governmental agencies. The wildlife management plan shall be submitted to the City as part of the site plan application process.
- H. A map indicating the location of the 100-year flood plain.
- I. The appropriate documentation that any flood hazard boundary has been amended in accordance with Federal Emergency Management Agency requirements, if the 100-year flood plain is altered and/or a new 100-year flood elevation is established in reference to the applicable flood insurance rate map.
- J. Through the Site Plan Review process, the developer shall coordinate with the City of Leesburg, Lake County and all impacted government agencies regarding elevation determinations, compensatory storage and overall design of the subdivision within and near flood hazard boundary areas, to ensure compliance with all regulations.

12. IRRIGATION & WATER USAGE

- A. All landscaped areas shall be irrigated and designed to meet Section 25-327, Waterwise and Florida Friendly Landscaping, City of Leesburg Code of Ordinances.
- B. The use of St. Augustine grass, or other varieties of grass which require significant amounts of water are prohibited. The use of Bahia, Bermuda, Zoysia or other grasses which are more drought tolerant are permitted.

13. RECREATIONAL REQUIREMENTS

- A. Recreational development provided on the site may include active and passive uses, as well as enclosed or unenclosed recreational space, devoted to the joint use of the residents. Such recreational space shall consist of not less than 200 square feet of space per dwelling unit, or 0.05 total acres (1,600 square feet), whichever is greater. A "tot lot" of at least 1,600 square feet with playground equipment shall be considered to meet this requirement.

14. MAINTENANCE

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

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 review process, if the project is constructed in phases, the 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.
- C. Upon approval of this PUD by the City Commission, a development permit or building permit application must be submitted with the City for work related to one or more phases of the PUD within four (4) years of this approval becoming final with no appeal pending or the PUD will automatically expire, unless otherwise lawfully extended by the City or Section 252.363, Florida Statutes. In the event the PUD expires, the Property shall be governed by the zoning regulations applicable to the RE-1 (Estate Density Residential) zoning district.

16. MISCELLANEOUS CONDITIONS

- A. The uses of the proposed project shall only be those uses identified in the approved Planned Unit Development Conditions. Any other proposed use must be specifically authorized in accordance with the Planned Development amendment process.
- B. No person, firm or corporation shall erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building structure, or alter the land in any manner without first submitting the necessary plans and obtaining appropriate approvals in accordance with the City of Leesburg Codes.
- C. Construction and operation of the proposed use(s) shall at all times comply with the Planned Unit Development conditions set forth herein, and with all City and other governmental agencies rules and regulations.
- D. The transfer of ownership or lease of any or all of the property described in these PUD Conditions of Approval shall include in the transfer or lease agreement, a provision that the purchaser or lessee is made good and aware of the conditions pertaining to the Planned Unit Development established and agrees to be bound by these conditions. The purchaser or lessee may request a change from the existing plans and conditions by following the procedures as described in the City of Leesburg Land Development Code, as amended.
- E. These PUD Conditions shall inure to the benefit of, and shall constitute a covenant running with the land and the terms, conditions, and provisions hereof, and shall be binding upon the present owner and any successor, and shall be subject to each and every condition as set forth herein.

17. LEVELS OF SERVICE

A. Levels of Service

1. As submitted, the development resulting from the proposed zoning change may result in demands on public facilities which would exceed the current capacity of some public facilities, such as, but not limited to water, wastewater, roads, drainage, and solid water. No final development order (site plan and building permits) shall be granted for proposed development until there is a finding that all public facilities and services required for the development have sufficient capacity at or above the adopted level of service (LOS) to accommodate the impacts of the development, or that improvements necessary to bring facilities up to their adopted LOS will be in place concurrent with the impacts of the development.

B. Utilities

1. Projected Capacities

- i. The City's utility planning efforts draw upon phasing, capacity and service requirements, based upon information provided by the applicant. The City develops its plans consistent with sound engineering principles, prudent fiscal practices and due regard for regulatory compliance.

- C. If the development requires construction of new distribution or collection lines, or other infrastructure needed to develop the subdivision, the developer will be required to construct such facilities to provide service. The developer will bear the cost of design, permitting and construction. Any such facilities must be constructed in a fashion consistent with the City's master plans and to the City standards and specifications.

D. Commitment of Capacity

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

E. Ability to Provide Services

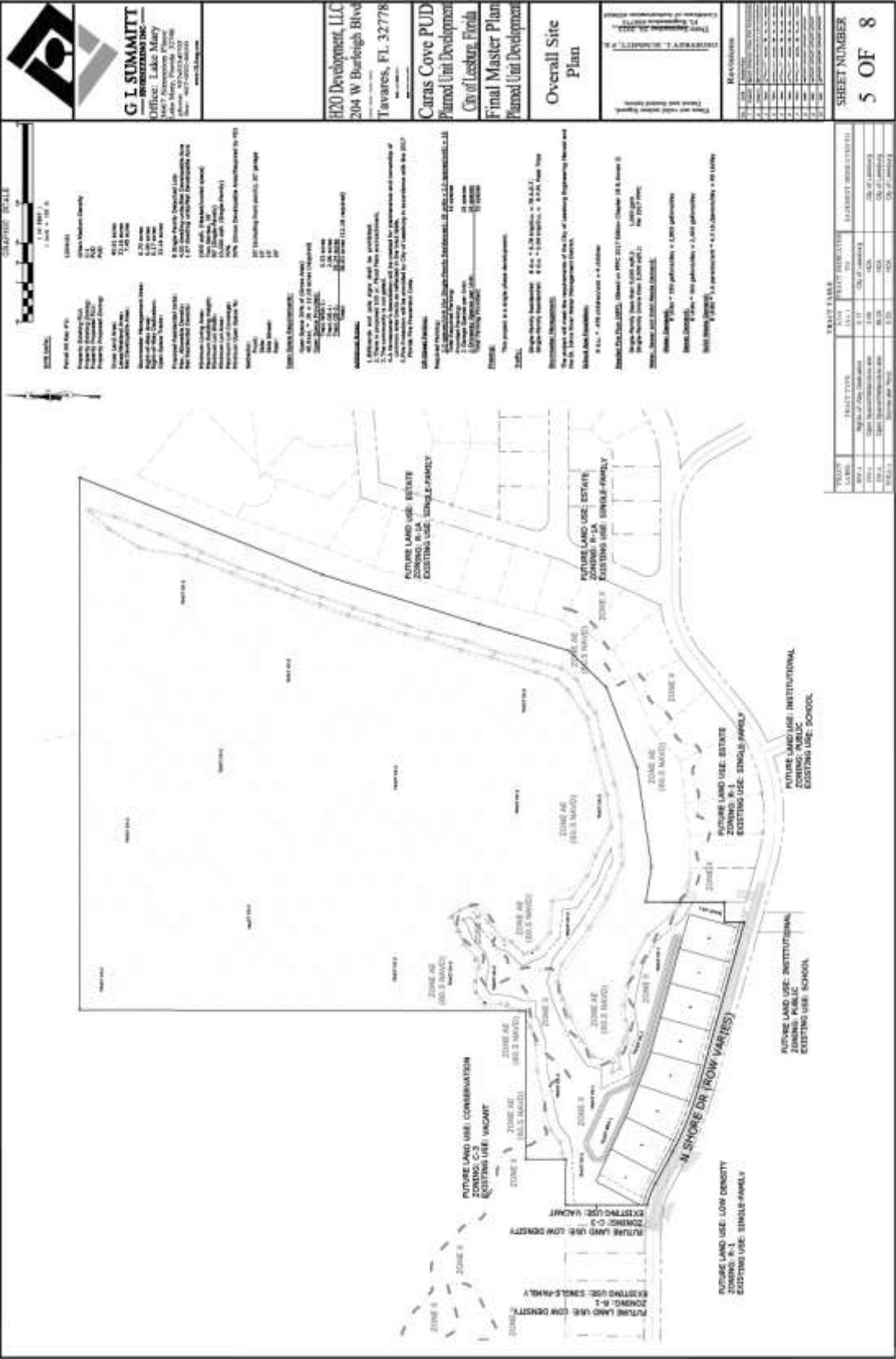
1. At this time, the City intends to provide water, wastewater and reclaimed water services within its service area for the foreseeable future.
2. Future development within the City of Leesburg utility service areas may impact the provision of utility services.

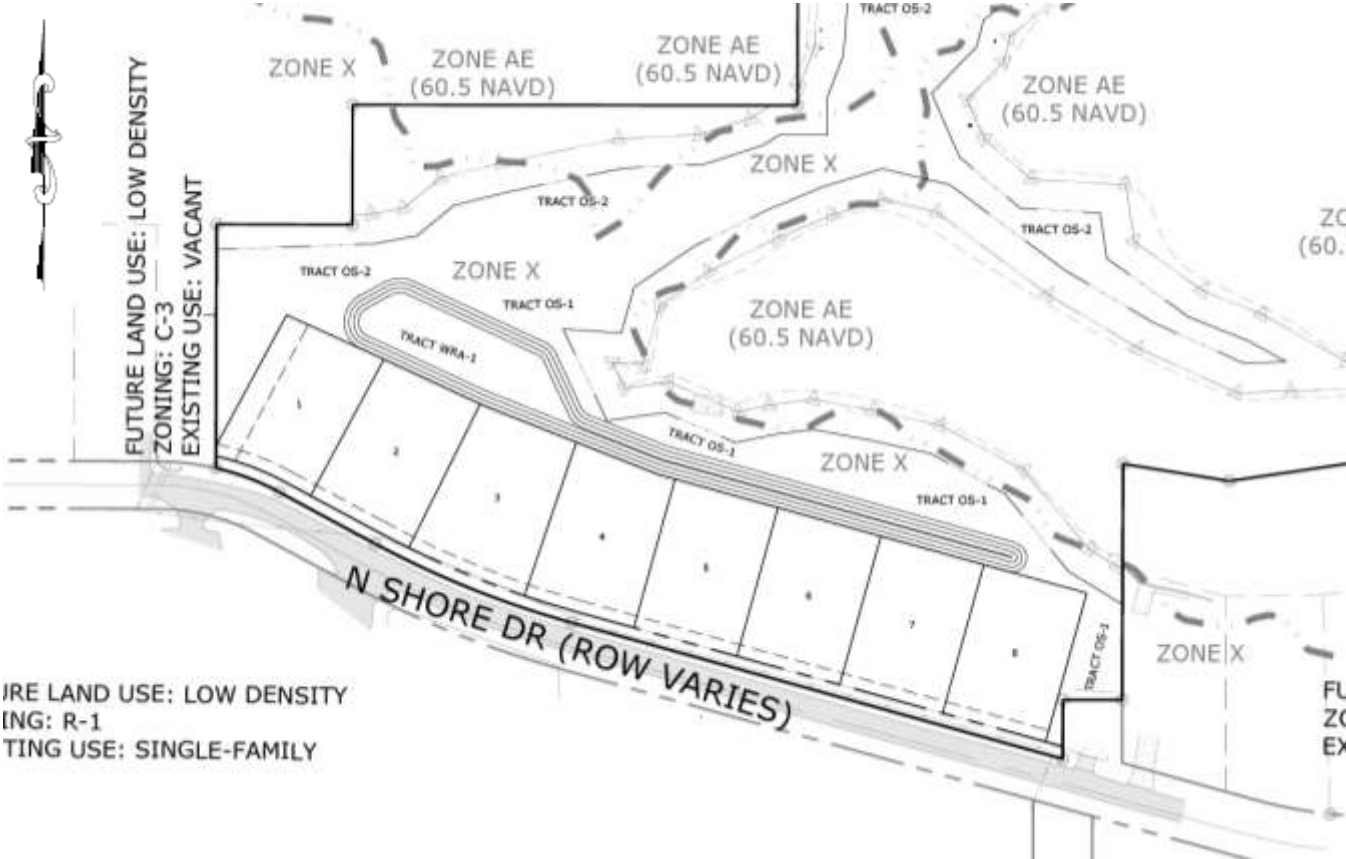
EXHIBIT B

LEGAL DESCRIPTION

Altkey: 1204151

FROM NW COR OF SW 1/4 OF SW 1/4 RUN E 749 FT FOR POB, RUN N 100 FT, E 375 FT, N TO PT 100 FT S OF N LINE OF NW 1/4 OF SW 1/4, E TO LAKE GRIFFIN, BEG AGAIN AT POB & RUN W TO PT 635 FT E OF NW COR OF SW 1/4 OF SW 1/4, S TO NORTH SHORE DR, SE'LY ALONG SAID DR TO PT 25.92 FT E OF W LINE OF GOV LOT 4, N 50 FT, E 50 FT, N TO CENTER OF CANAL, NE'LY ALONG CENTER LINE OF CANAL TO LAKES TO INTERSECT FIRST LINE ORB 5791 PG 2215







MAIN FLOOR PLAN



ELEVATION C FLOOR PLAN







TYPICAL DARK SKY LIGHTING FIXTURES

Examples of Acceptable / Unacceptable Lighting Fixtures

Unacceptable / Discouraged

Fixtures that produce glare and light trespass



Acceptable

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



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CITY OF LEESBURG PLANNING & ZONING DEPARTMENT RECOMMENDATIONS

DATE: May 23, 2024
OWNER: H2O Development LLC
PETITIONER: GL Summitt Engineering, Inc
PROJECT: North Shore (Caras Cove)
REQUEST: Rezone from Lake County C-1 (Neighborhood Commercial) to City of Leesburg PUD (Planned Unit Development) to allow 8 detached single-family units.
CASE NO.: PUD-24-158

THE PLANNING & ZONING DEPARTMENT RECOMMENDS:

APPROVAL of the request

for the following reason(s):

1. The proposed request for a PUD (Planned Unit Development) zoning is compatible with the current surrounding zoning districts, including City of Leesburg PUD (Planned Unit Development), R-1-A (Single Family Residential), R-1 (Low Density Family Residential), R-2 (Medium Density Residential), R-3 (High Density Residential), P (Public), and C-3 (General Commercial).
2. The proposed request for the Future Land Use designation of Conservation and Estate Residential, is compatible with the proposed zoning of PUD (Planned Unit Development).
3. The proposed request does not appear to create a detriment to surrounding properties, based on the location and proximity to compatible development, including existing single-family development.

Action Requested:

1. Vote to approve the proposed rezoning from Lake County C-1 (Neighborhood Commercial) to City of Leesburg PUD (Planned Unit Development), and forward this recommendation to the City Commission for consideration.

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

DATE: May 23, 2024
OWNER: H2O Development LLC
PETITIONER: GL Summitt Engineering, Inc
PROJECT: North Shore (Caras Cove)
REQUEST: Amend the Comprehensive Plan from Lake County Urban Medium Density to City of Leesburg Conservation and Estate Residential and Rezone from Lake County C-1 (Neighborhood Commercial) to City of Leesburg PUD (Planned Unit Development) to allow 8 detached single-family units.
CASE NO.: SSCP-24-157; PUD-24-158 (ANNX-24-156)

GENERAL LOCATION: North of North Shore Drive and east of Beverly Point Road

FUTURE LAND USE DESIGNATION: Lake County Urban Medium Density

SURROUNDING FUTURE LAND USE DESIGNATION:

North – City of Leesburg Conservation
South – City of Leesburg Low Density Residential, Institutional
East – City of Leesburg Estate Residential, High Density Residential
West – City of Leesburg Conservation, Low Density Residential

PROPOSED FUTURE LAND USE DESIGNATION: Conservation and Estate Residential

EXISTING ZONING DESIGNATION: Lake County C-1 (Neighborhood Commercial)

SURROUNDING ZONING DESIGNATIONS:

North – City of Leesburg PUD (Planned Unit Development)
South – City of Leesburg R-1 (Low Density Family Residential), R-2 (Medium Density Residential), PUD (Planned Unit Development), P (Public)
East – City of Leesburg R-1-A (Single Family Residential), R-3 (High Density Residential)
West – City of Leesburg C-3 (General Commercial), R-1 (Low Density Family Residential)

PROPOSED ZONING DESIGNATION: Lake County C-1 (Neighborhood Commercial)

EXISTING LAND USE: City of Leesburg PUD (Planned Unit Development)

SURROUNDING LAND USE:

North – Vacant Residential; State of Florida
South – Vacant Residential; Residential; Place of Worship; School Board of Lake County
East – Residential
West – Wetlands

PROPOSED LAND USE: Residential (Single-Family Detached)

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

DATE: May 23, 2024
OWNER: H2O Development LLC
PETITIONER: GL Summitt Engineering, Inc
PROJECT: North Shore (Caras Cove)
REQUEST: Amend the Comprehensive Plan from Lake County Urban Medium Density to City of Leesburg Conservation and Estate Residential and Rezone from Lake County C-1 (Neighborhood Commercial) to City of Leesburg PUD (Planned Unit Development) to allow 8 detached single-family units.
CASE NO.: ANNX-24-156; SSCP-24-157; PUD-24-158

THE FOLLOWING COMMENTS RECEIVED FROM EACH DEPARTMENT:

POLICE

No comments received as of 05/17/2024.

FIRE

No comments received as of 05/17/2024.

ELECTRIC

Electric has no objections. Steve Davis, 05/03/2024

GAS

Gas Department- No Comment. – Wayne Williams, 05/02/2024

GIS

GIS has no comments. – Nicholas Tota, 05/02/2024

BUILDING

No comments received as of 05/17/2024.

PUBLIC WORKS

Public Works has no issues with this item. – Clifford Kelsey, 05/03/2024

ADDRESSING

No comments received as of 05/17/2024.

HOUSING & REDEVELOPMENT

No comments received as of 05/17/2024.

LAKE COUNTY PUBLIC WORKS

I have no comment. – Seth Lynch, 05/02/2024

LAKE COUNTY SCHOOLS

This project was issued a ‘no impact’ letter (NI2022-01). – Heather Croney, 05/02/2024

PUBLIC RESPONSES

No comments received as of 05/17/2024.

Approval

Disapproval

1

No comment

Notice of Appearance filed:

PUBLIC COMMENTS (APPROVAL WITH REQUESTS)

No comments received as of 05/17/2024.

PUBLIC COMMENTS (DISAPPROVAL)

No comment. – Marian Cunningham Kob, 5/20/2024



MEMORANDUM

PROJECT: DE MINIMIS DETERMINATION (Tier 1 TIA) EXEMPTION

CASE: North Shore (Caras Cove) ANNX-24-156; SSCP-24-157; PUD-24-158

TO: **Delivered via email:**
Jason Lee
E: jason@landanddev.com
Geoff Summitt
E: geoff@glseng.com
Michael Woods, Executive Director, Lake~Sumter MPO
E: mwoods@lakesumtermpo.com
City of Leesburg Public Works
E: John.Borrow@leesburgflorida.gov
E: Tracy.Bronson@leesburgflorida.gov
Lake County Public Works
Seth.Lynch@lakecountyfl.gov
Sharon.Lewis@lakecountyfl.gov

FROM: Max Van Allen, Planner, City of Leesburg

THROUGH:  Dan Miller, Director, Planning and Zoning, City of Leesburg

DATE: May 20, 2024

STATUS: **APPROVED De minimis determination**

The proposed development meets the de minimis determination criteria stated in Lake~Sumter Metropolitan Planning Organization Methodology and Guidelines Section 3.1 Tier 1 TIA: Projects Generating Less than 100 Peak Hour Two-way Net New Trips.

A traffic analysis is not required based on the proposed number of 8 single-family residences.

Lake-Sumter MPO
TIS Methodology Guidelines

and signed by a licensed professional engineer prior to submittal.

3.1 Tier 1 TIA: Projects Generating Less than 100 Peak Hour Two-way Net New Trips
De minimis Determination (Tier 1 TIA) - The LSMPO defines "de minimis" development as any development for which the net average weekday peak hour two-way volume generated by the development is less than 100 trip ends or driveway volume on the adjacent roadway[s].

As an example, developments of the following size typically generate less than 100 net new peak hour trips:

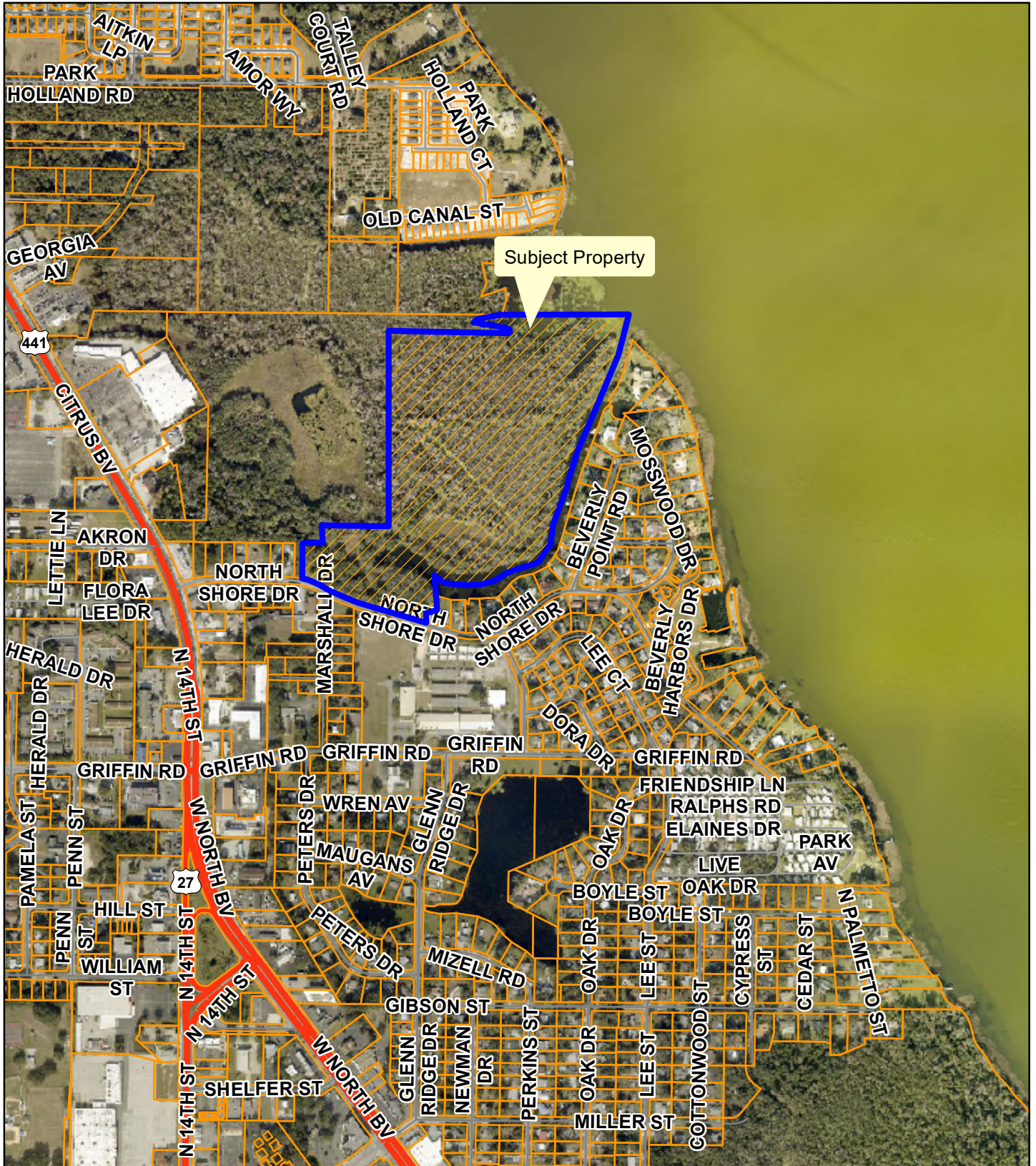
- Single Family Residential (ITE Code 210) – 99 dwelling units.
- Apartment (ITE Code 220) – 160 dwelling units.
- Office Building (ITE Code 710) – 66,000 square feet.
- Retail (ITE Code 820, Shopping Center w/o supermarket) – 26,000 square feet.
- Services (ITE Code 945, Gas station with Convenience Market) – 6 Fueling Positions.

Projects generating less than 100 peak hour two-way net new trips may generally be considered to create non-substantial impacts. In most cases, a Request for Exemption Letter from a Tier 1 TIA may be submitted.

If the traffic impacts of a proposed project can be clearly determined to have de minimis impacts and all the parties involved (local government, LSMPO, Florida Department of Transportation (FDOT), applicant, etc.) are in agreement, the submittal of a Tier 1 TIA may not be necessary. The applicant may submit a Request for Exemption Letter from doing a TIA. The required information needed to be provided in the Exemption Letter is described in Section 5. An example of a Request for Exemption Letter from doing a TIA can be found in Appendix B. Any exemptions to performing a Tier 1 TIA or deviation from this methodology shall be at the discretion of the appropriate local government. If an exemption is approved, the local government has the responsibility of notifying the LSMPO.

However, there may be circumstances when a project generates less than 100 Peak Hour Two-way Net New Trips and the Request for Exemption Letter is denied. At this point a Tier 1 TIA is necessary. The applicant will need to submit a Methodology Letter for approval prior to the Tier 1 TIA submittal. The required information to be contained in the Methodology Letter is described in section 6. If any deviations from, or modifications to a Methodology are considered by the local government, the LSMPO must be notified prior to the submittal of the methodology by the applicant.

Aerial



**Planning
& Zoning
Division**



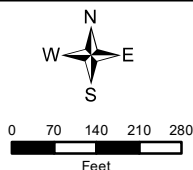
0 175 350 525 700
Feet

ANNX-24-156; SSCP-24-157; PUD-24-158
North Shore (Caras Cove), 1200 North Shore Drive
Alternate Key #: 1204151
Section 14, Township 19 South, Range 24 East
April 24, 2024

Aerial

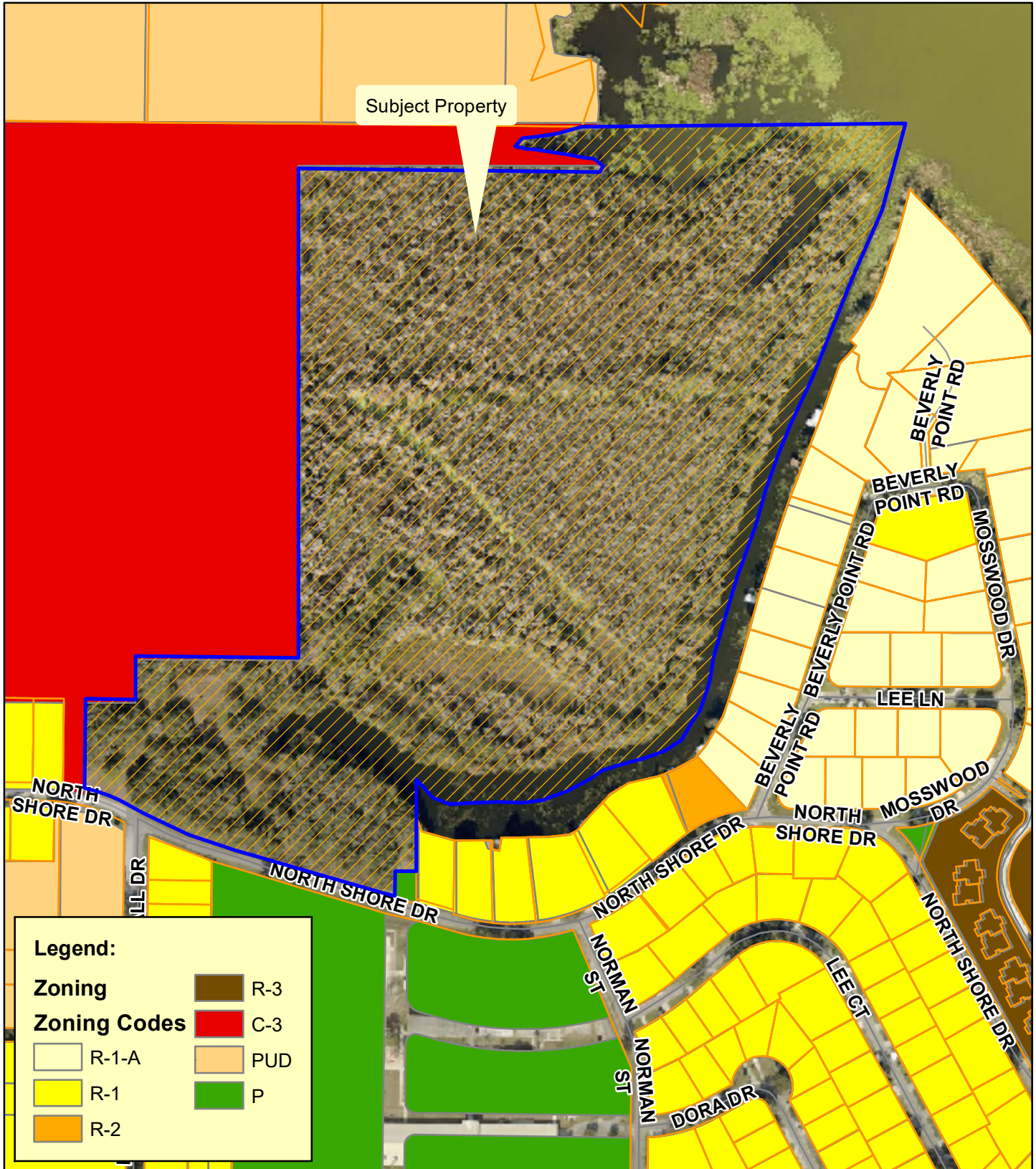


**Planning
& Zoning
Division**

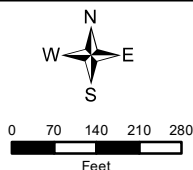


ANNX-24-156; SSCP-24-157; PUD-24-158
North Shore (Caras Cove), 1200 North Shore Drive
Alternate Key #: 1204151
Section 14, Township 19 South, Range 24 East
April 24, 2024

City of Leesburg Zoning

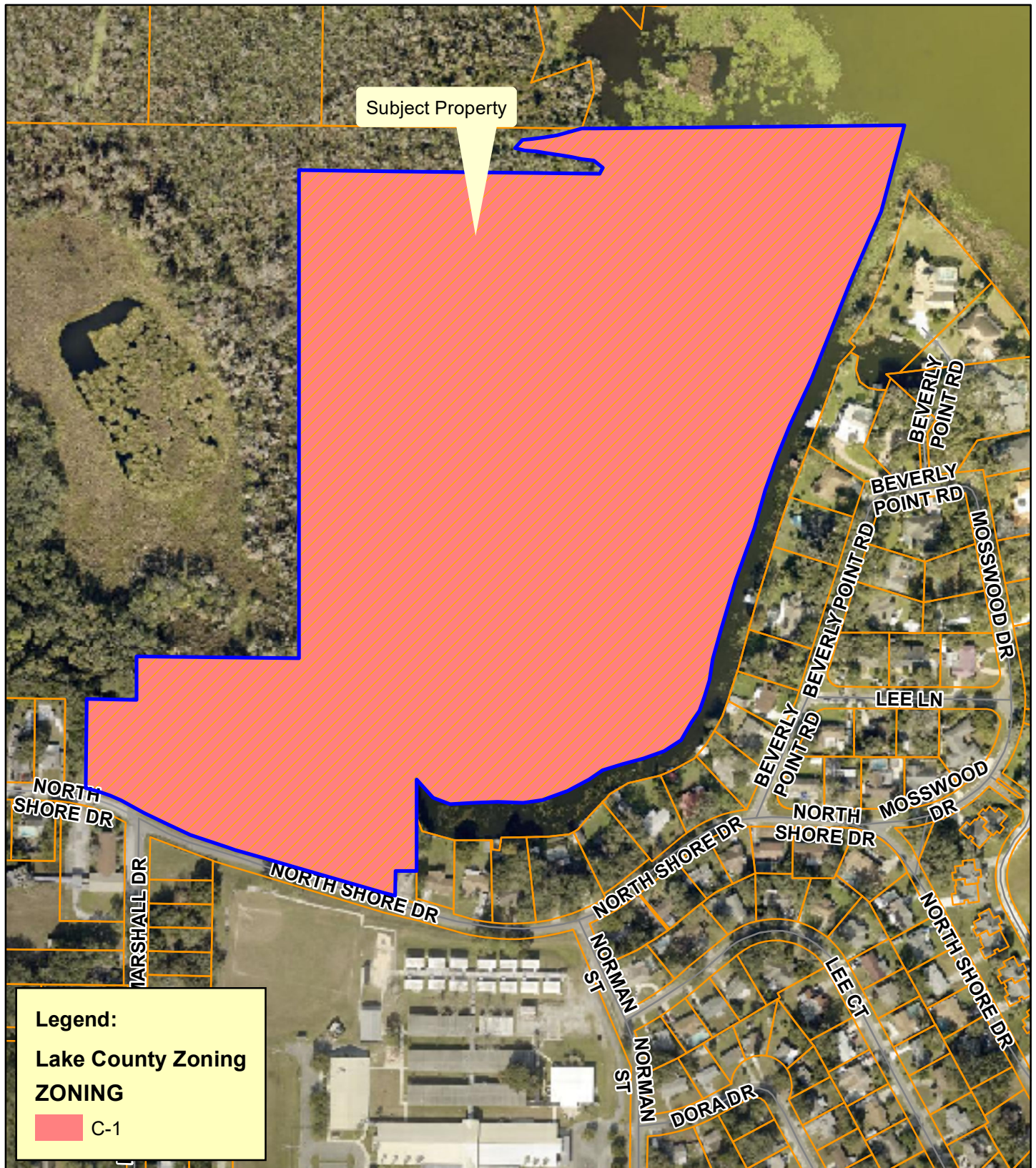


**Planning
& Zoning
Division**

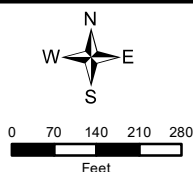


ANNX-24-156; SSCP-24-157; PUD-24-158
 North Shore (Caras Cove), 1200 North Shore Drive
 Alternate Key #: 1204151
 Section 14, Township 19 South, Range 24 East
 April 24, 2024

Lake County Zoning

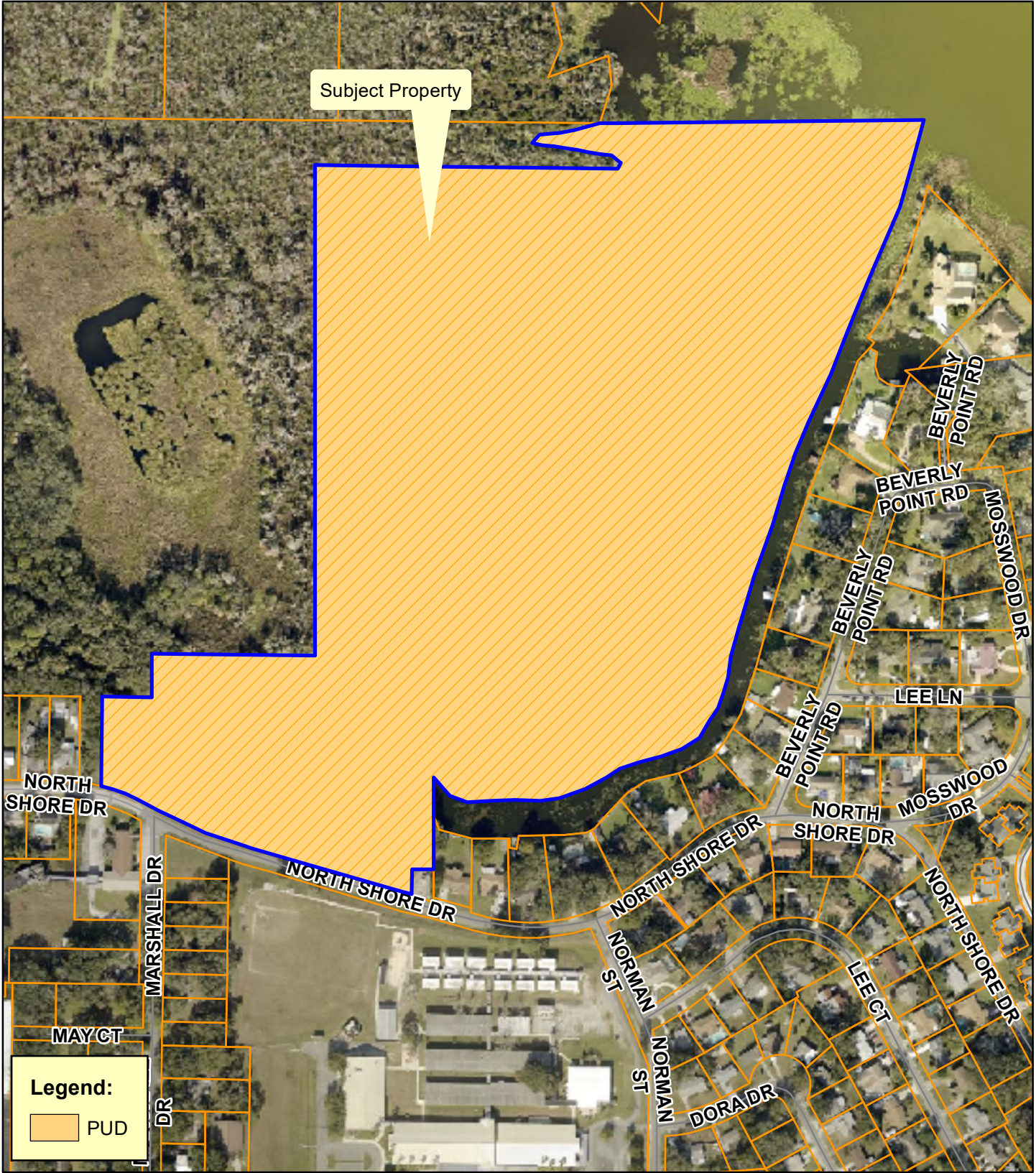


Planning & Zoning Division

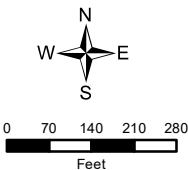


ANNX-24-156; SSCP-24-157; PUD-24-158
North Shore (Caras Cove), 1200 North Shore Drive
Alternate Key #: 1204151
Section 14, Township 19 South, Range 24 East
April 24, 2024

Proposed Zoning



Planning
& Zoning
Division

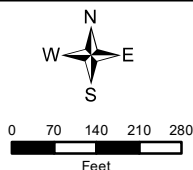


ANNX-24-156; SSCP-24-157; PUD-24-158
North Shore (Caras Cove), 1200 North Shore Drive
Alternate Key #: 1204151
Section 14, Township 19 South, Range 24 East
April 24, 2024

Surrounding Land Uses



**Planning
& Zoning
Division**

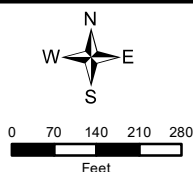


ANNX-24-156; SSCP-24-157; PUD-24-158
North Shore (Caras Cove), 1200 North Shore Drive
Alternate Key #: 1204151
Section 14, Township 19 South, Range 24 East
April 24, 2024

Flood Zone

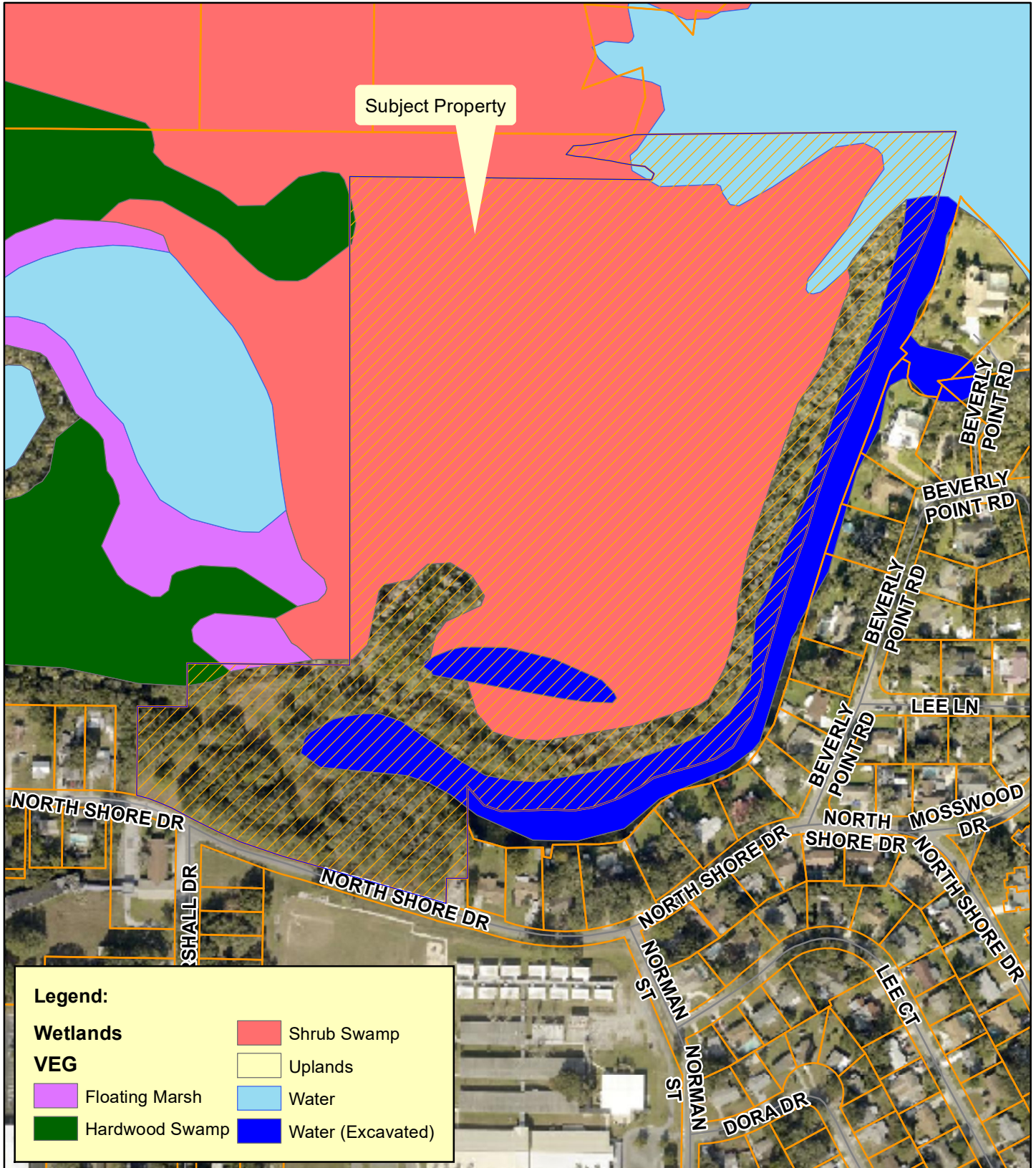


**Planning
& Zoning
Division**

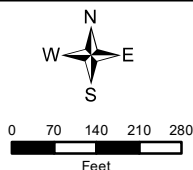


ANNX-24-156; SSCP-24-157; PUD-24-158
North Shore (Caras Cove), 1200 North Shore Drive
Alternate Key #: 1204151
Section 14, Township 19 South, Range 24 East
April 24, 2024

Wetlands

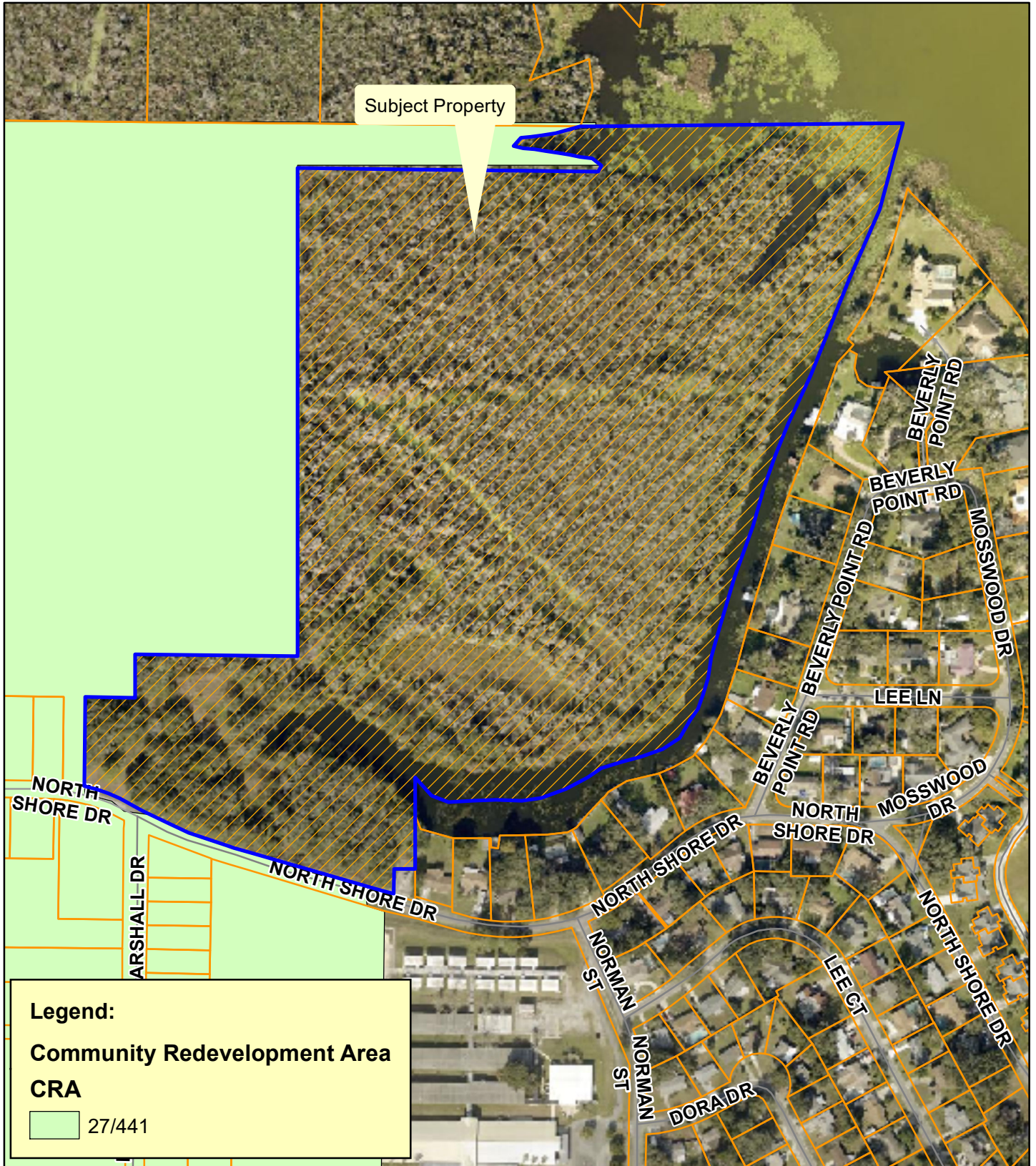


**Planning
& Zoning
Division**

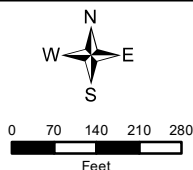


ANNX-24-156; SSCP-24-157; PUD-24-158
 North Shore (Caras Cove), 1200 North Shore Drive
 Alternate Key #: 1204151
 Section 14, Township 19 South, Range 24 East
 April 24, 2024

Community Redevelopment Area



**Planning
& Zoning
Division**



ANNX-24-156; SSCP-24-157; PUD-24-158
North Shore (Caras Cove), 1200 North Shore Drive
Alternate Key #: 1204151
Section 14, Township 19 South, Range 24 East
April 24, 2024



Close-up of Sign on Property from North Shore Drive.



Looking North onto Property from North Shore Drive



Looking Southeast from Property along North Shore Drive.



Looking South from Property across North Shore Drive.



Looking Northwest from Property along North Shore Drive.

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.A.4.

Meeting Date: August 12, 2024

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

Subject: An Ordinance of the City of Leesburg, Florida, annexing certain real property consisting of approximately 49.12 +/- acres, and being generally located north of Poe Street and south of County Road 473, lying in Section 02, Township 19 South, Range 25 East, Lake County, Florida; providing that said property so annexed shall be liable for its proportionate share of the existing and future indebtedness of said city; providing that such annexed property shall be subject to all laws and ordinances of said city as if all such territory had been a part of the City of Leesburg at the time of passage and approval of said laws and ordinances; providing that such annexed territory shall be placed in City Commission District 5; and providing an effective date. (ANNX Poe Street Subdivision)

Staff Recommendation:

The Planning and Zoning staff recommends approval of the proposed ordinance for annexation of 49.12 +/- acres.

Analysis:

The applicant has submitted a request for annexation of approximately 49.12 +/- acres, generally located north of Poe Street and south of County Road 473, as shown on the attached General Location Map. At this time, the property is undeveloped. The current zoning is Lake County CFD (Community Facility District) and Lake County R-6 (Urban Residential District); the proposed zoning is City PUD (Planned Unit Development). The reason for this request is to connect to city utilities. The proposal for the property is a residential subdivision.

The property is surrounded by Lake County R-1 (Rural Residential), R-6 (Urban Residential District) and City of Leesburg PUD (Planned Unit Development). Under the conditions of the PUD (Planned Unit Development) zoning case, which is also on this agenda, no negative impacts are anticipated to adjacent properties.

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

Procurement Analysis:

N/A

Options:

1. Approve the requested annexation. This would give the City jurisdiction over the use and future development of the subject site and provide for the application of City standards to this property; or
2. Disapprove the proposed annexation and allow the property to remain in the County.

Fiscal Impact:

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

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, ANNEXING CERTAIN REAL PROPERTY CONSISTING OF APPROXIMATELY 49.12 +/- ACRES, AND BEING GENERALLY LOCATED NORTH OF POE STREET AND SOUTH OF COUNTY ROAD 473, LYING IN SECTION 02, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; PROVIDING THAT SAID PROPERTY SO ANNEXED SHALL BE LIABLE FOR ITS PROPORTIONATE SHARE OF THE EXISTING AND FUTURE INDEBTEDNESS OF SAID CITY; PROVIDING THAT SUCH ANNEXED PROPERTY SHALL BE SUBJECT TO ALL LAWS AND ORDINANCES OF SAID CITY AS IF ALL SUCH TERRITORY HAD BEEN A PART OF THE CITY OF LEESBURG AT THE TIME OF PASSAGE AND APPROVAL OF SAID LAWS AND ORDINANCES; PROVIDING THAT SUCH ANNEXED TERRITORY SHALL BE PLACED IN CITY COMMISSION DISTRICT 5; AND PROVIDING AN EFFECTIVE DATE. (ANNX POE STREET SUBDIVISION)

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

Section 1.

Based upon the petition of *Sean Myers, (Brightleaf Properties, 1133 Louisiana Avenue, Winter Park, Florida, 32789) Petitioner*, for the property hereinafter described, shall be annexed into the city limits of the City of Leesburg, Florida, which petition has heretofore been approved by the City Commission of the City of Leesburg, Florida, pursuant to the provisions of the Laws of Florida, the hereinafter described property is hereby annexed and made a part of the city limits of the City of Leesburg, Florida. The subject property lying and situated in Lake County, Florida, is more particularly described as:

**Legal Description
(See Exhibit A)**

Section 2.

All of the property, real and personal, within said annexed territory, described in Section 1 above, as provided by this ordinance, and the inhabitants thereof, shall be subject to the government, jurisdiction, powers, franchises, duties, and privileges of the City of Leesburg, Florida, and the said annexed property shall be liable, proportionately, for all of the present outstanding and existing, as well as future, indebtedness of the City of Leesburg, Florida; that all of the ordinances of the City of Leesburg, and all the laws heretofore passed by the Legislature of the State of Florida relating to and which now or hereafter constitute its Charter, shall apply to and have the same force and effect on such annexed territory as if all such annexed territory had been a part of the City of Leesburg, Florida, at the time of the passage and approval of said laws and ordinances. The property annexed hereby is assigned to City Commission District 5;

Section 3.

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

Section 4.

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

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 12th day of August 2024.

THE CITY OF LEESBURG, FLORIDA

Mayor

ATTEST:

City Clerk

Exhibit A

Poe Street Residential - Legal Description provided by Allen & Company

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF LAKE, STATE OF FLORIDA, AND IS DESCRIBED AS FOLLOWS:

THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 2, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA.

AND

THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 2, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, LESS ROAD RIGHT-OF-WAY FOR CR 473 AND HAINES CREEK ROAD.

AND

THE SOUTH 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 2, TOWNSHIP 19 SOUTH RANGE 25 EAST, LAKE COUNTY, FLORIDA, LESS THE SOUTH 25 FEET FOR RIGHT-OF-WAY.

TOGETHER WITH

THE NORTH 1/2 OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 2, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA. TOGETHER WITH AN EASEMENT FOR INGRESS AND EGRESS DESCRIBED AS FOLLOWS: THE EAST 15 FEET OF THE SOUTH 1/2 OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 IN SECTION 2, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, AS DESCRIBED IN O.R. BOOK 1103, PAGE 1771, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

CONTAINING 2,139,706 SQUARE FEET OR 49.12 ACRES, MORE OR LESS.

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

DATE: May 10, 2024
OWNER: Joyce D Caldwell Trust
PETITIONER: Sean Myers, Brightleaf Properties
PROJECT: Poe Road Subdivision
REQUEST: Small Scale Comprehensive Plan to Estate Residential and Rezoning to PUD
(Planned Unit Development)
CASE NO.: SSCP-24-87, PUD-24-88

GENERAL LOCATION: North of Poe Street and south of County Road 473

FUTURE LAND USE DESIGNATION: Lake County Urban Low Density

SURROUNDING FUTURE LAND USE DESIGNATION:

North –	Lake County Urban Low Density
South –	City Estate Residential, Lake County Urban Low Density
East –	Lake County Urban Low Density
West –	Lake County Urban Low Density

PROPOSED FUTURE LAND USE DESIGNATION: Estate Residential

EXISTING ZONING DESIGNATION: Lake County CFD (Community Facility District) and R-6
(Urban Residential District)

SURROUNDING ZONING DESIGNATIONS:

North –	Lake County R-1 (Rural Residential), R-6 (Urban Residential District)
South –	City of Leesburg PUD (Planned Unit Development), Lake County R-1 (Rural Residential), R-6 (Urban Residential District)
East –	Lake County R-6 (Urban Residential District)
West –	Lake County R-6 (Urban Residential District)

PROPOSED ZONING DESIGNATION: PUD (Planned Unit Development)

EXISTING LAND USE: Vacant undeveloped

SURROUNDING LAND USE:

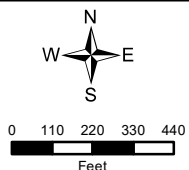
North –	Vacant Residential
South –	Pasture Improved, Single-Family
East –	Vacant Residential, Single-Family
West –	Vacant Residential

PROPOSED LAND USE: Single-family detached residential

Locator

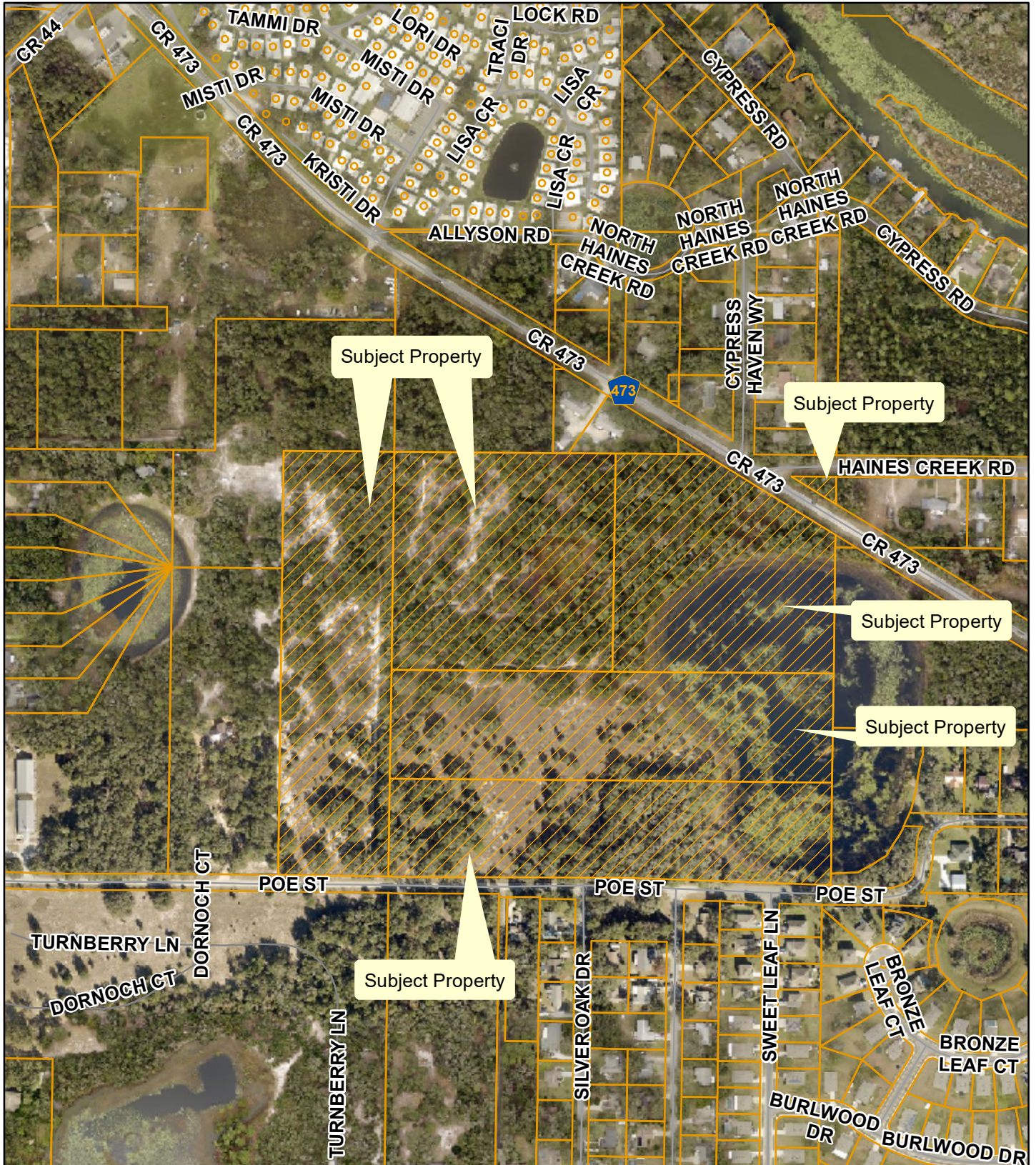


**Planning
& Zoning
Division**

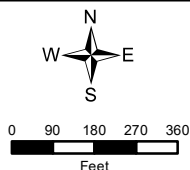


Caldwell Trust Property
 ANNX-24-86; SSCP-24-87; PUD-24-88
 AK#s: 1388040, 1388309, 1388007, 1388112, 1779201
 Section 02, Township 19 South, Range 25 East
 March 20, 2024

Aerial

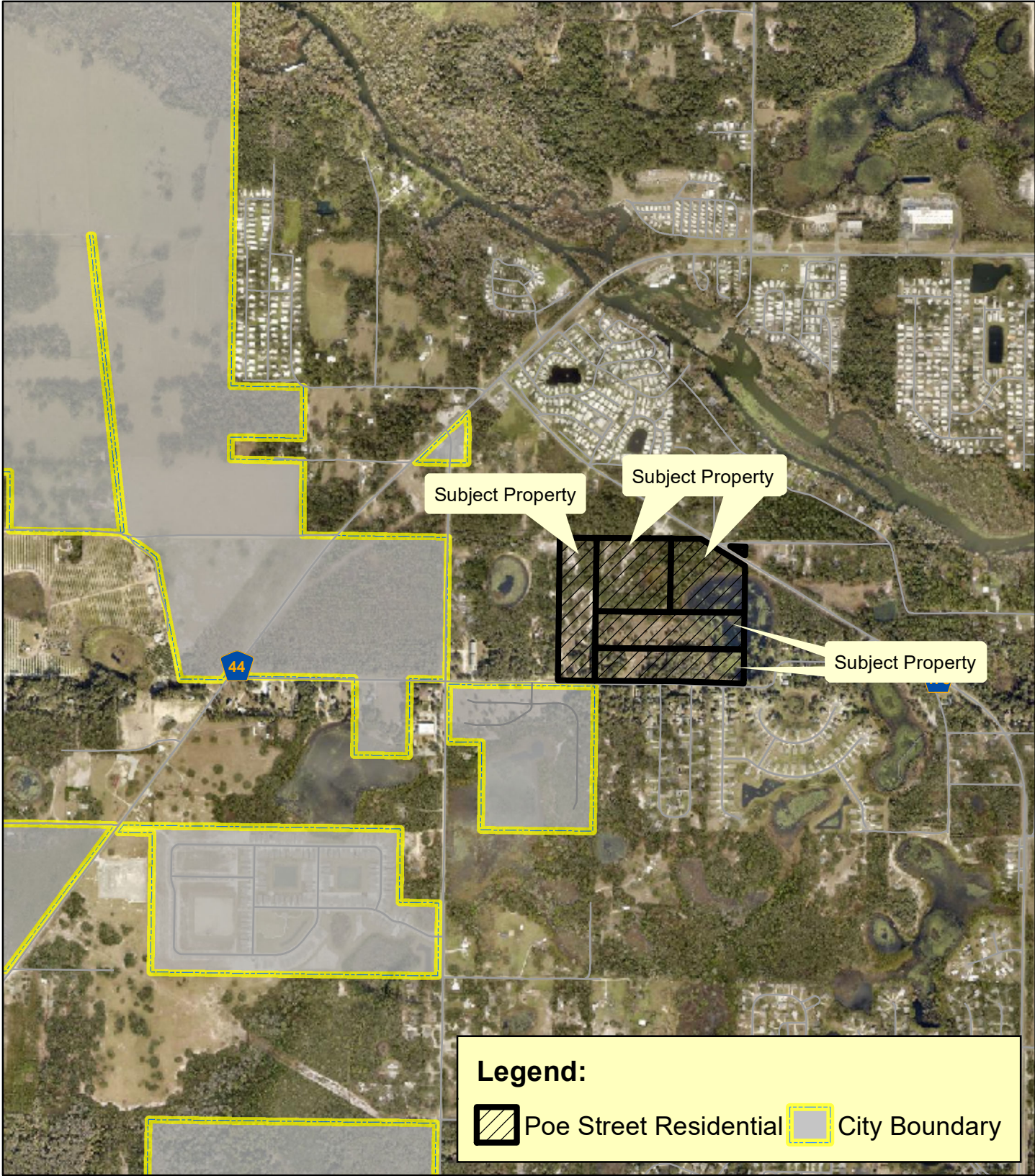


**Planning
& Zoning
Division**



Caldwell Trust Property
 ANN-24-86; SSCP-24-87; PUD-24-88
 AK#: 1388040, 1388309, 1388007, 1388112, 1779201
 Section 02, Township 19 South, Range 25 East
 March 20, 2024

City Boundary



Legend:



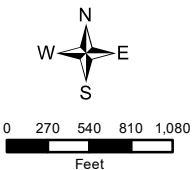
Poe Street Residential



City Boundary

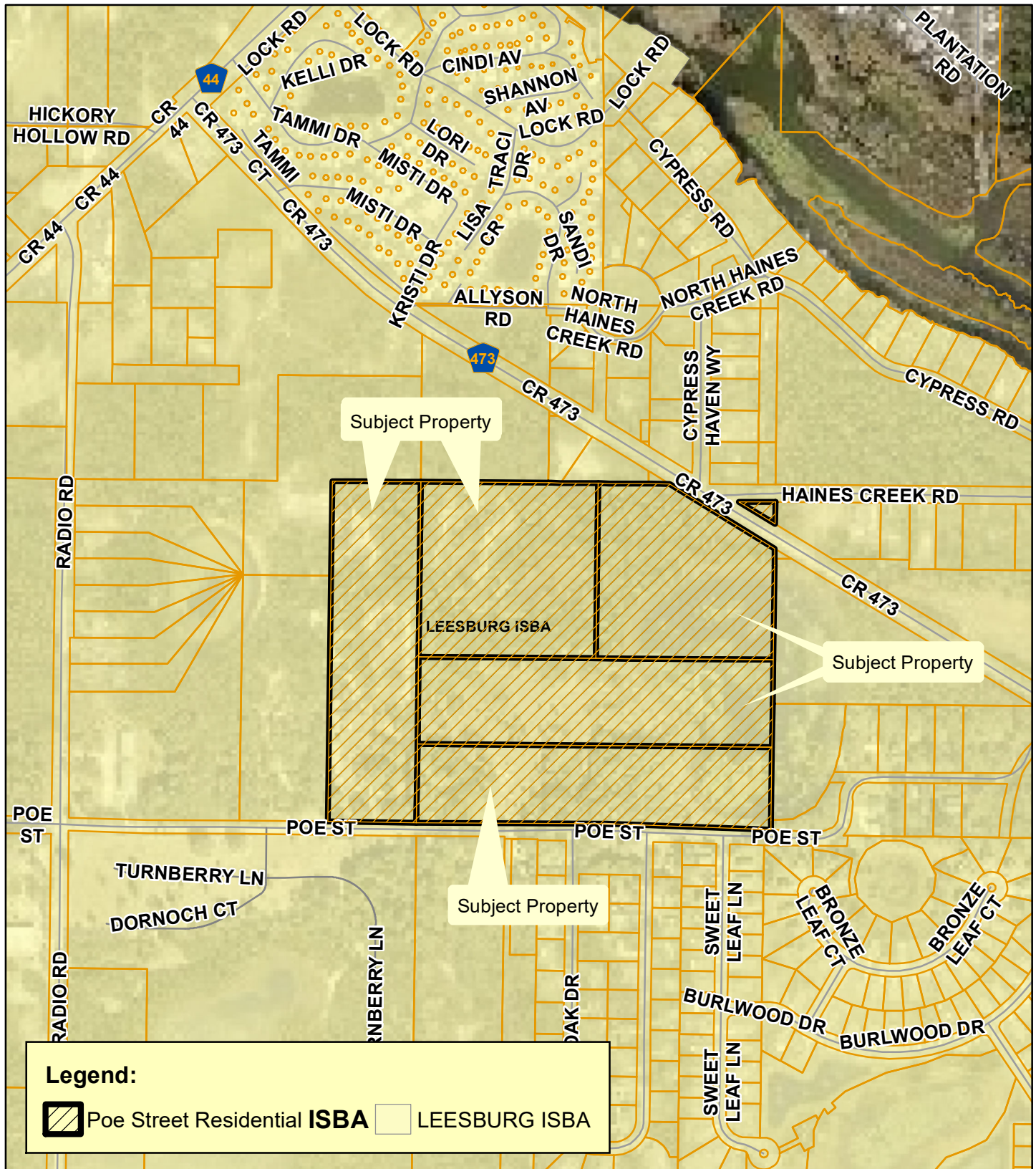


**Planning
& Zoning
Division**

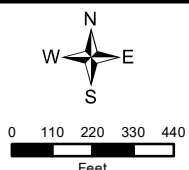


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Section 02, Township 19 South, Range 25 East
March 20, 2024

Interlocal Service Boundary Area



**Planning
& Zoning
Division**

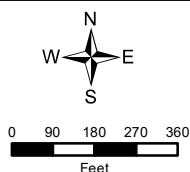


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 March 20, 2024

Surrounding Land Use

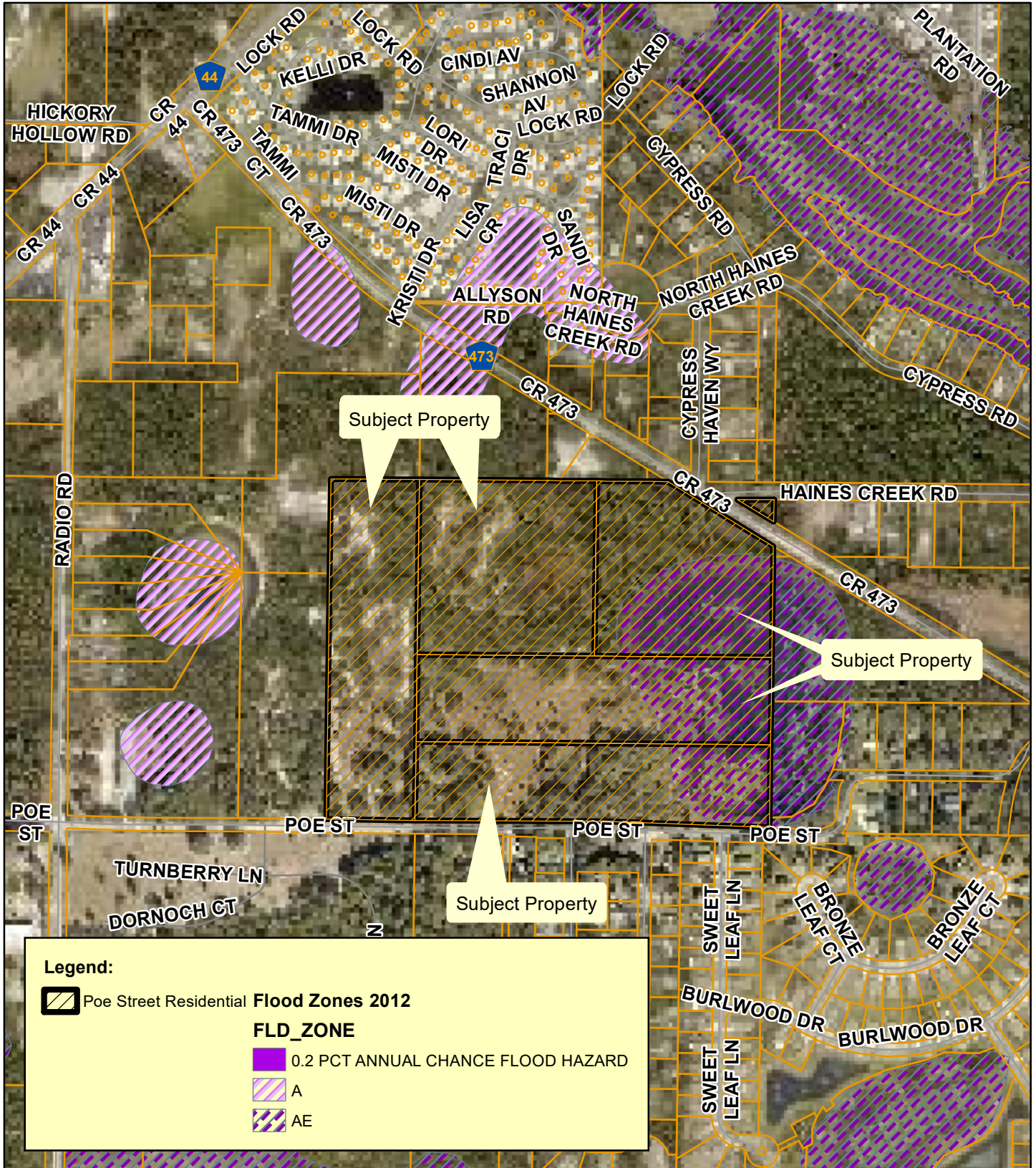


**Planning
& Zoning
Division**

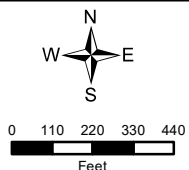


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 Section 02, Township 19 South, Range 25 East
 March 20, 2024

2012 Flood Zone Data

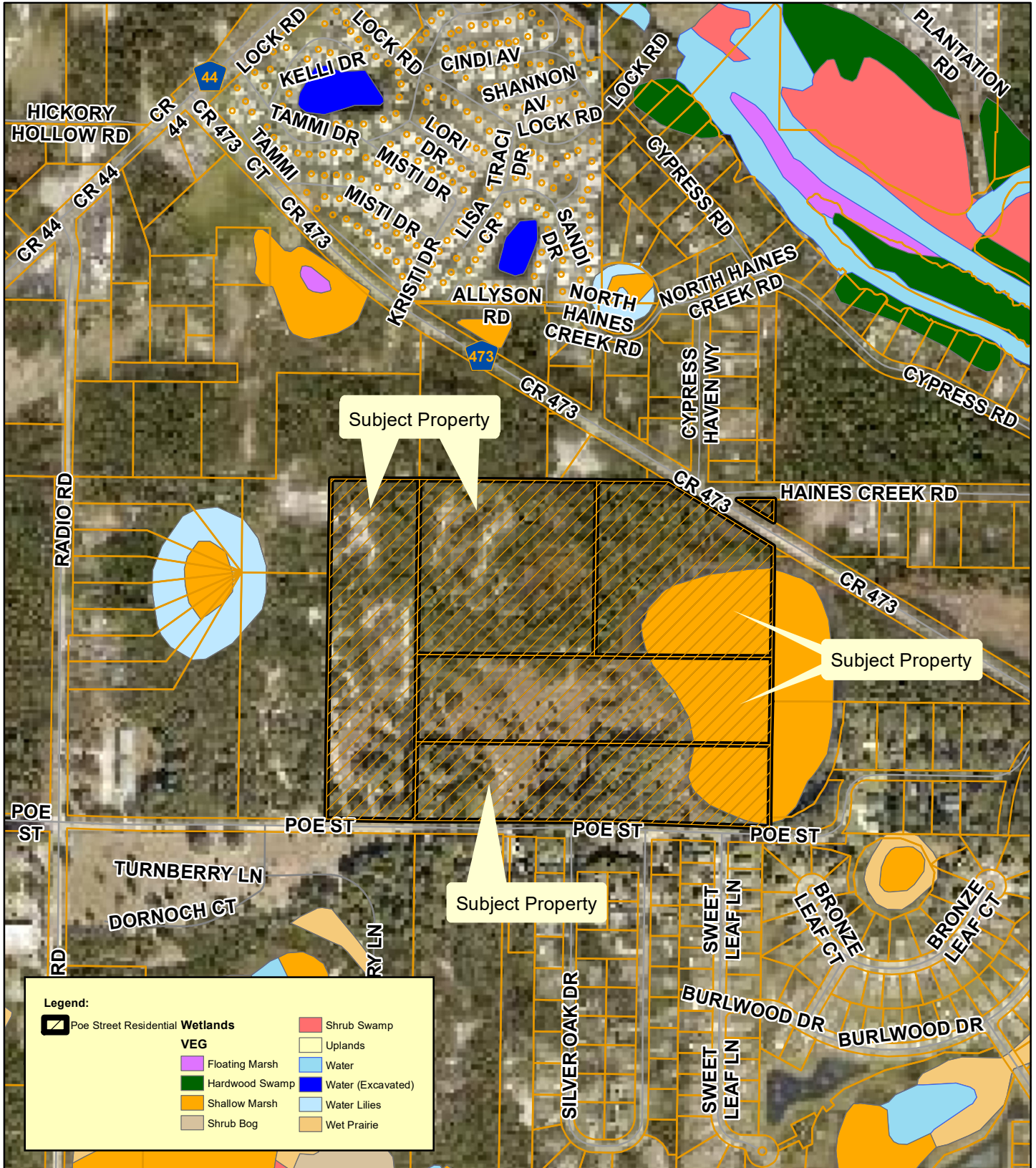


**Planning
& Zoning
Division**

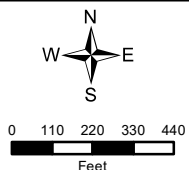


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 Section 02, Township 19 South, Range 25 East
 March 20, 2024

Wetlands

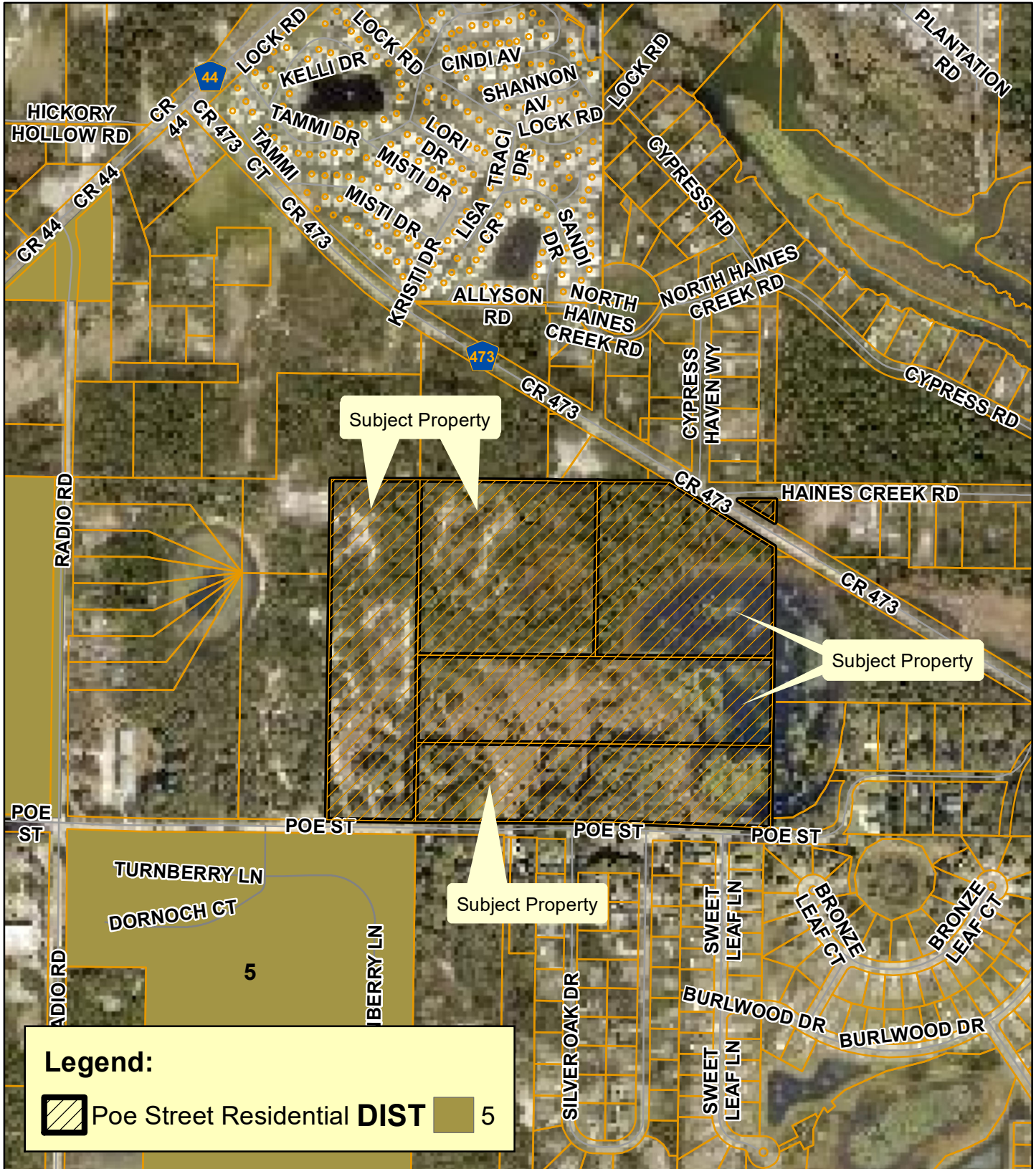


**Planning
& Zoning
Division**

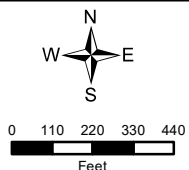


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 Section 02, Township 19 South, Range 25 East
 March 20, 2024

Commission Districts



**Planning
& Zoning
Division**



Caldwell Trust Property
 ANNX-24-86; SSCP-24-87; PUD-24-88
 AK#: 1388040, 1388309, 1388007, 1388112, 1779201
 Section 02, Township 19 South, Range 25 East
 March 20, 2024

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.A.5.

Meeting Date: August 12, 2024

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

Subject: An Ordinance amending the Future Land Use Map of the Comprehensive Plan of the City of Leesburg, changing the Future Land Use Map Designation of certain property containing 49.12 +/- acres from Lake County Urban Low Density to City of Leesburg Estate Residential, for a property generally located north of Poe Street and south of County Road 473, lying in Section 02, Township 19 South, Range 25 East, Lake County, Florida; and providing an effective date. (SSCP Poe Street Subdivision)

Staff Recommendation:

The Planning & Zoning Staff and the Planning Commission recommend approval of the proposed small-scale comp plan amendment of the City's Future Land Use Map on 49.12 +/- acres from Lake County Urban Low Density to City of Leesburg Estate Residential.

Analysis:

The project site is approximately 49.12 acres. The property is generally located north of Poe Street and south of County Road 473. Currently, the property is undeveloped. The proposed use is for a residential subdivision. The surrounding Future Land Use Map designations of Lake County Urban Low Density and City of Leesburg Estate Residential are 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.

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

The Planning Commission held a public hearing on the application on May 23, 2024, and recommended approval.

Procurement Analysis:

N/A

Options:

1. Approve the requested small-scale comprehensive plan amendment from Lake County Urban Low Density to City of Leesburg Estate Residential; or
2. Other action as the Commission may deem appropriate.

Fiscal Impact:

Future development of this site will create a substantial positive fiscal impact on the City of Leesburg, in the form of impact and utility fees, plus ad valorem taxes.

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FUTURE LAND USE MAP OF THE COMPREHENSIVE PLAN OF THE CITY OF LEESBURG, CHANGING THE FUTURE LAND USE MAP DESIGNATION OF CERTAIN PROPERTY CONTAINING 49.12 +/- ACRES FROM LAKE COUNTY URBAN LOW DENSITY TO CITY OF LEESBURG ESTATE RESIDENTIAL, FOR A PROPERTY GENERALLY LOCATED NORTH OF POE STREET AND SOUTH OF COUNTY ROAD 473, LYING IN SECTION 02, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (SSCP POE STREET 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 49.12 acres of land generally located north of Poe Street and south of County Road 473 from Lake County Urban Low Density to City of Leesburg Estate Residential, as shown on the revised map of said area, lying in Section 02, Township 19 South, Range 25 East, Lake County, Florida;

Section 2.

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

Section 3.

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

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 12th day of August 2024.

THE CITY OF LEESBURG, FLORIDA

Mayor

ATTEST:

City Clerk

Exhibit A

Poe Street Residential - Legal Description provided by Allen & Company

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF LAKE, STATE OF FLORIDA, AND IS DESCRIBED AS FOLLOWS:

THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 2, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA.

AND

THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 2, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, LESS ROAD RIGHT-OF-WAY FOR CR 473 AND HAINES CREEK ROAD.

AND

THE SOUTH 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 2, TOWNSHIP 19 SOUTH RANGE 25 EAST, LAKE COUNTY, FLORIDA, LESS THE SOUTH 25 FEET FOR RIGHT-OF-WAY.

TOGETHER WITH

THE NORTH 1/2 OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 2, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA. TOGETHER WITH AN EASEMENT FOR INGRESS AND EGRESS DESCRIBED AS FOLLOWS: THE EAST 15 FEET OF THE SOUTH 1/2 OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 IN SECTION 2, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, AS DESCRIBED IN O.R. BOOK 1103, PAGE 1771, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

CONTAINING 2,139,706 SQUARE FEET OR 49.12 ACRES, MORE OR LESS.



CITY OF LEESBURG PLANNING & ZONING DIVISION RECOMMENDATIONS

DATE: May 23, 2024
OWNER: Joyce D Caldwell Trust
PETITIONER: Sean Myers, Brightleaf Properties
PROJECT: Poe Road Subdivision
REQUEST: Small Scale Comprehensive Plan to Estate Residential
CASE NO.: SSCP-24-87

THE PLANNING & ZONING DIVISION RECOMMENDS:

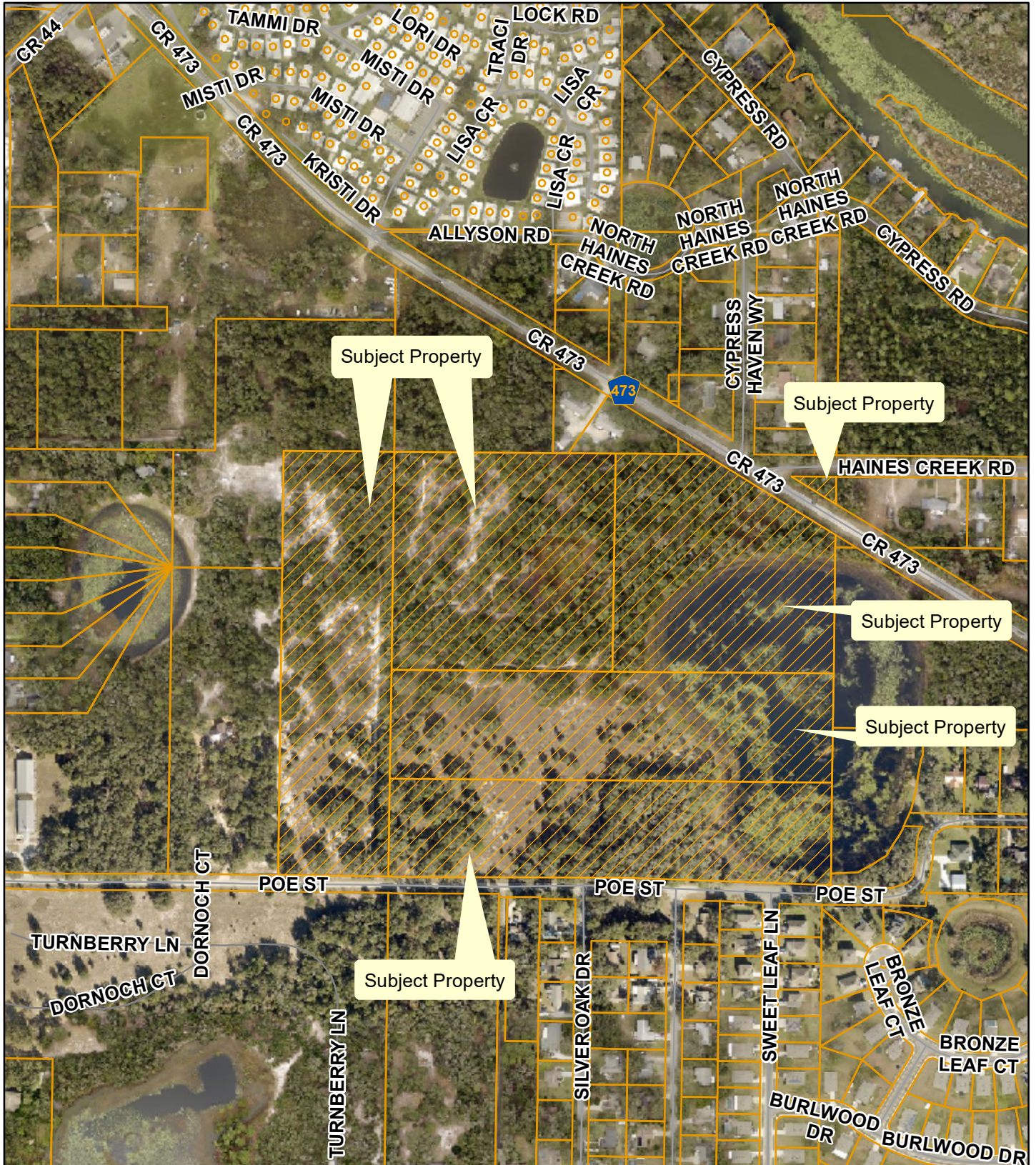
APPROVAL of the request for the following reason(s):

1. This project meets the requirements of Chapter 163.3187 Florida Statutes, for Small Scale Comprehensive Plan Amendments.
2. The proposed Small Scale Comprehensive Plan (SSCP) amendment is compatible with the adjacent future land use designations of Lake County Urban Low Density and City of Leesburg Estate Residential.
3. The proposed zoning classification of PUD (Planned Unit Development) is compatible, as conditioned, with the current surrounding zoning districts of Lake County R-1 (Rural Residential), Lake County R-6 (Urban Residential District), Lake County RP (Residential Professional), and City of Leesburg PUD (Planned Unit Development).
4. The proposed future land use designation for the site is consistent with the City's Growth Management Plan, Future Land Use Element, Goal I, Objective 1.6.

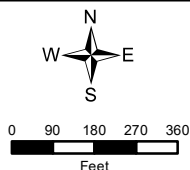
Action Requested:

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

Aerial

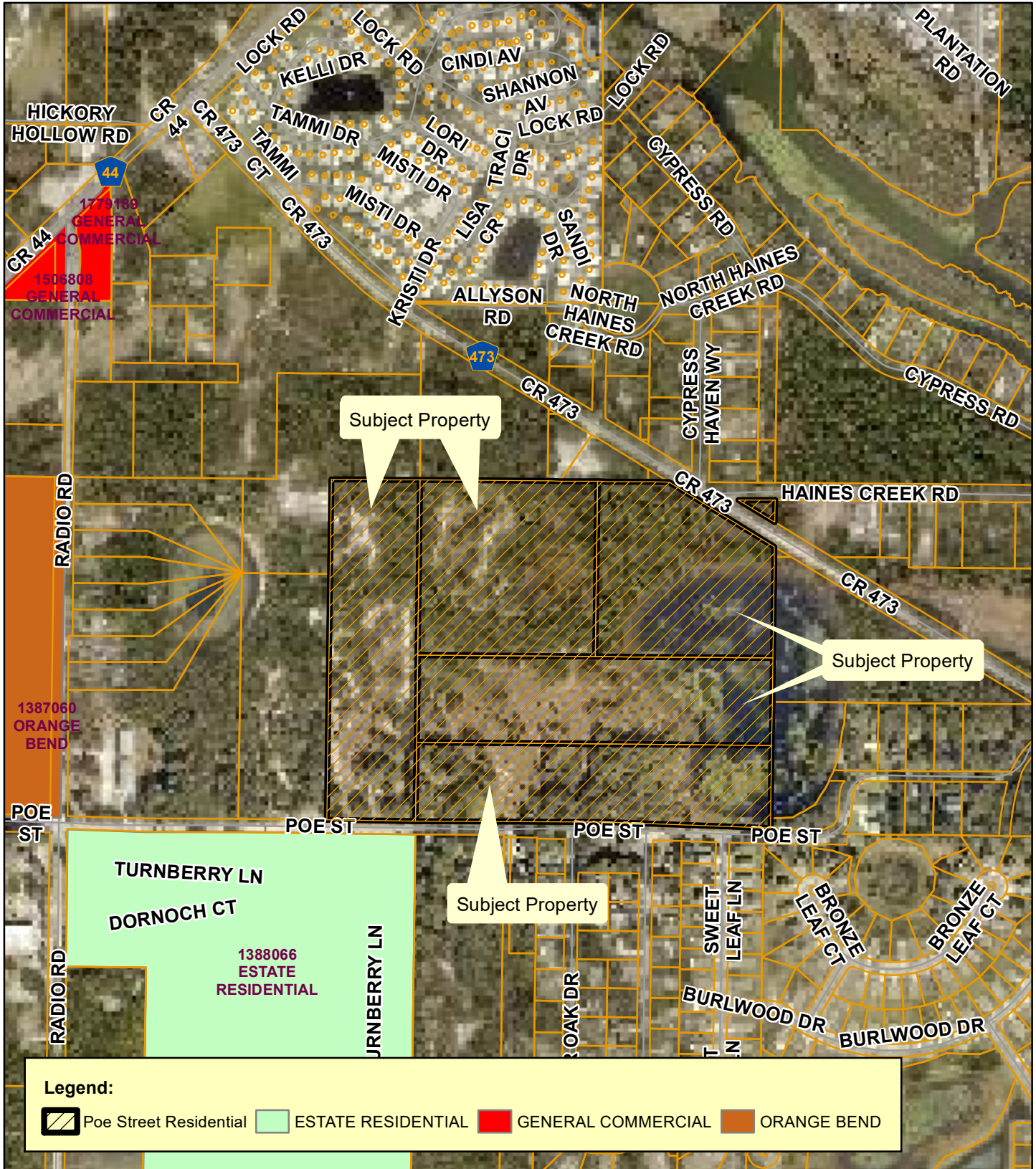


**Planning
& Zoning
Division**

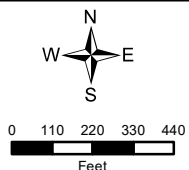


Caldwell Trust Property
 ANN-24-86; SSCP-24-87; PUD-24-88
 AK#: 1388040, 1388309, 1388007, 1388112, 1779201
 Section 02, Township 19 South, Range 25 East
 March 20, 2024

Future Land Use

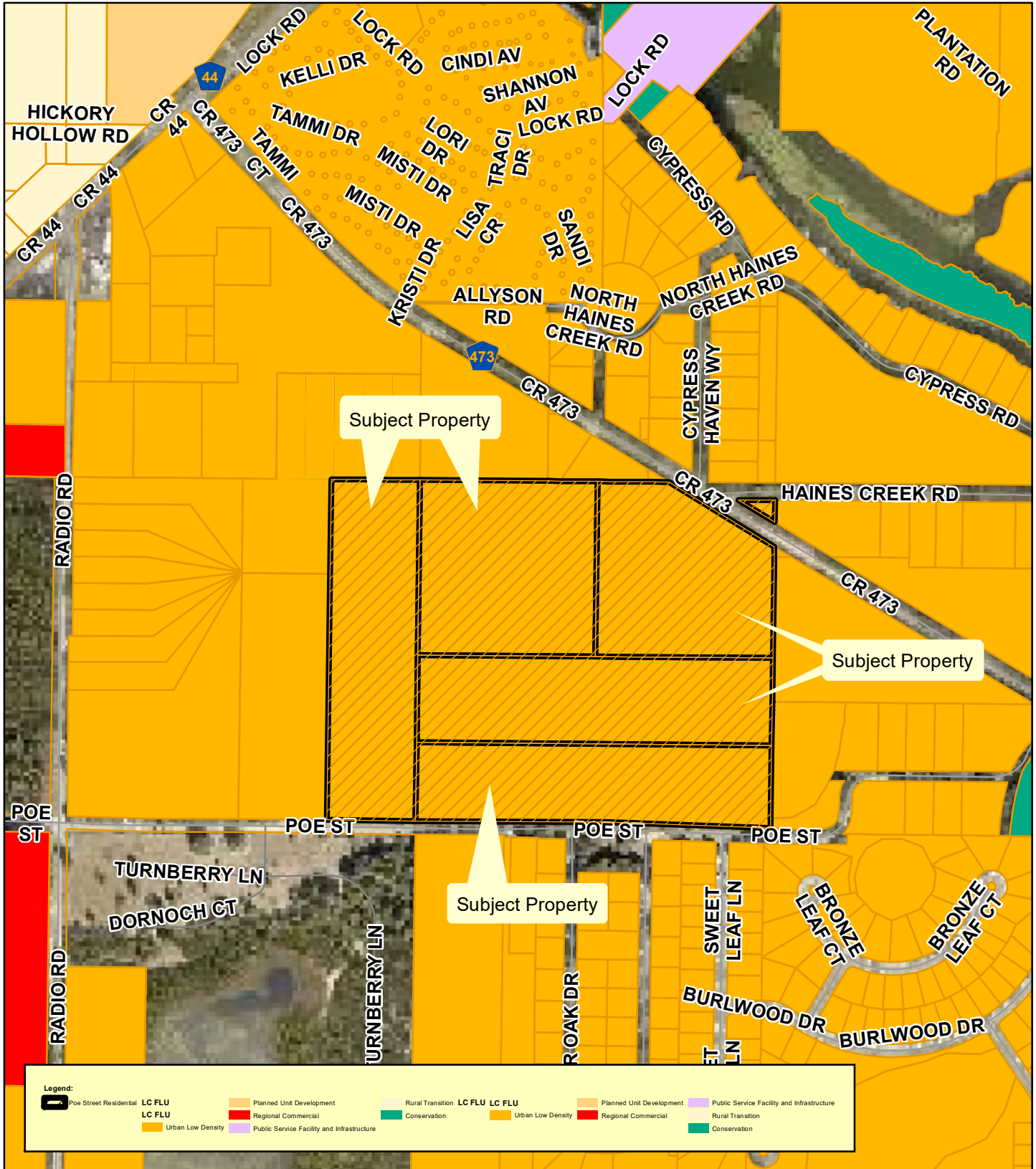


**Planning
& Zoning
Division**

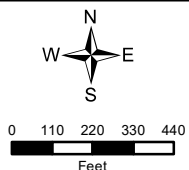


Caldwell Trust Property
 ANNX-24-86; SSCP-24-87; PUD-24-88
 AK#: 1388040, 1388309, 1388007, 1388112, 1779201
 Section 02, Township 19 South, Range 25 East
 March 20, 2024

Lake County Future Land Use

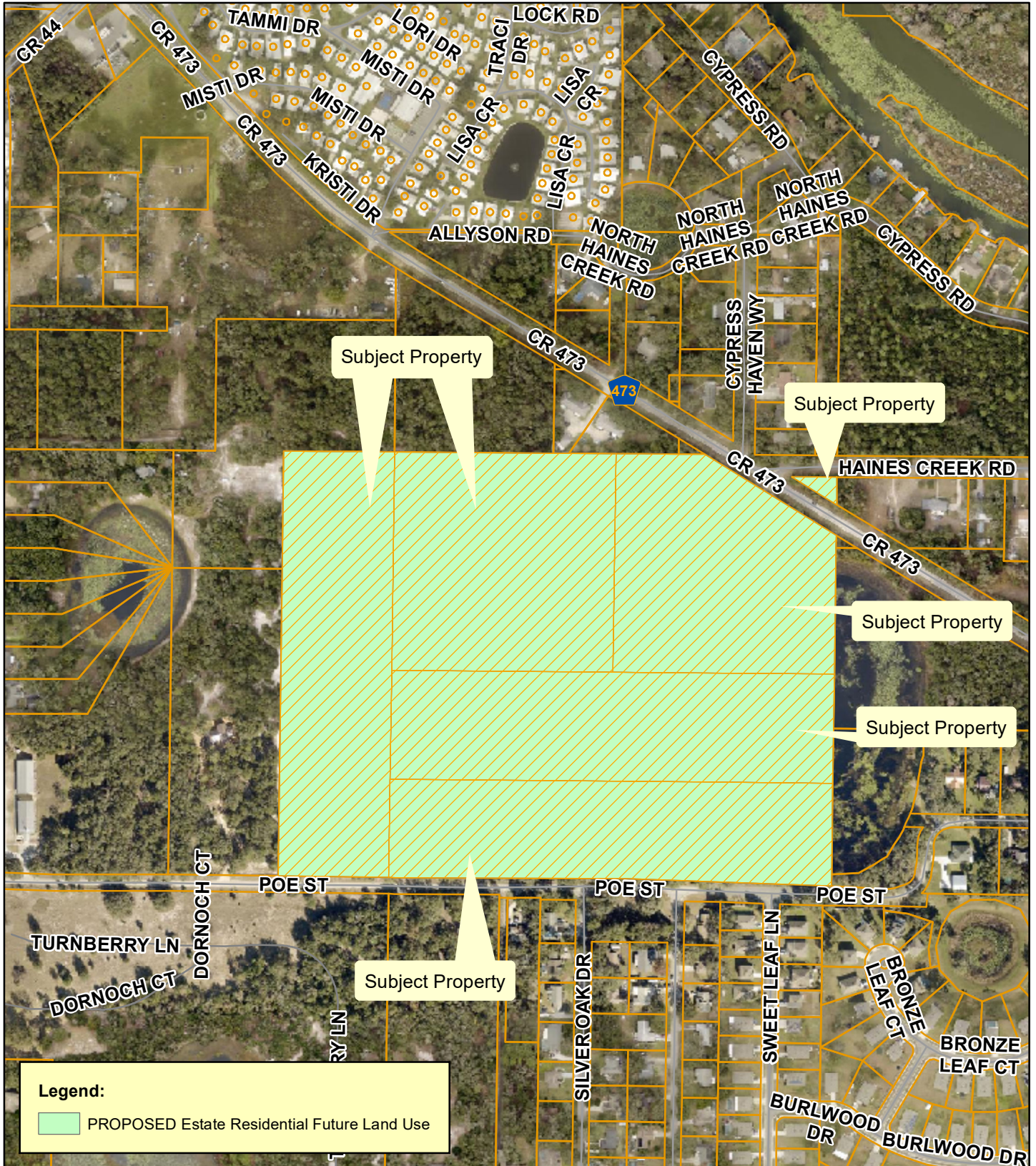


**Planning
& Zoning
Division**

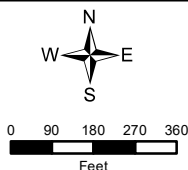


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 March 20, 2024

PROPOSED FUTURE LAND USE

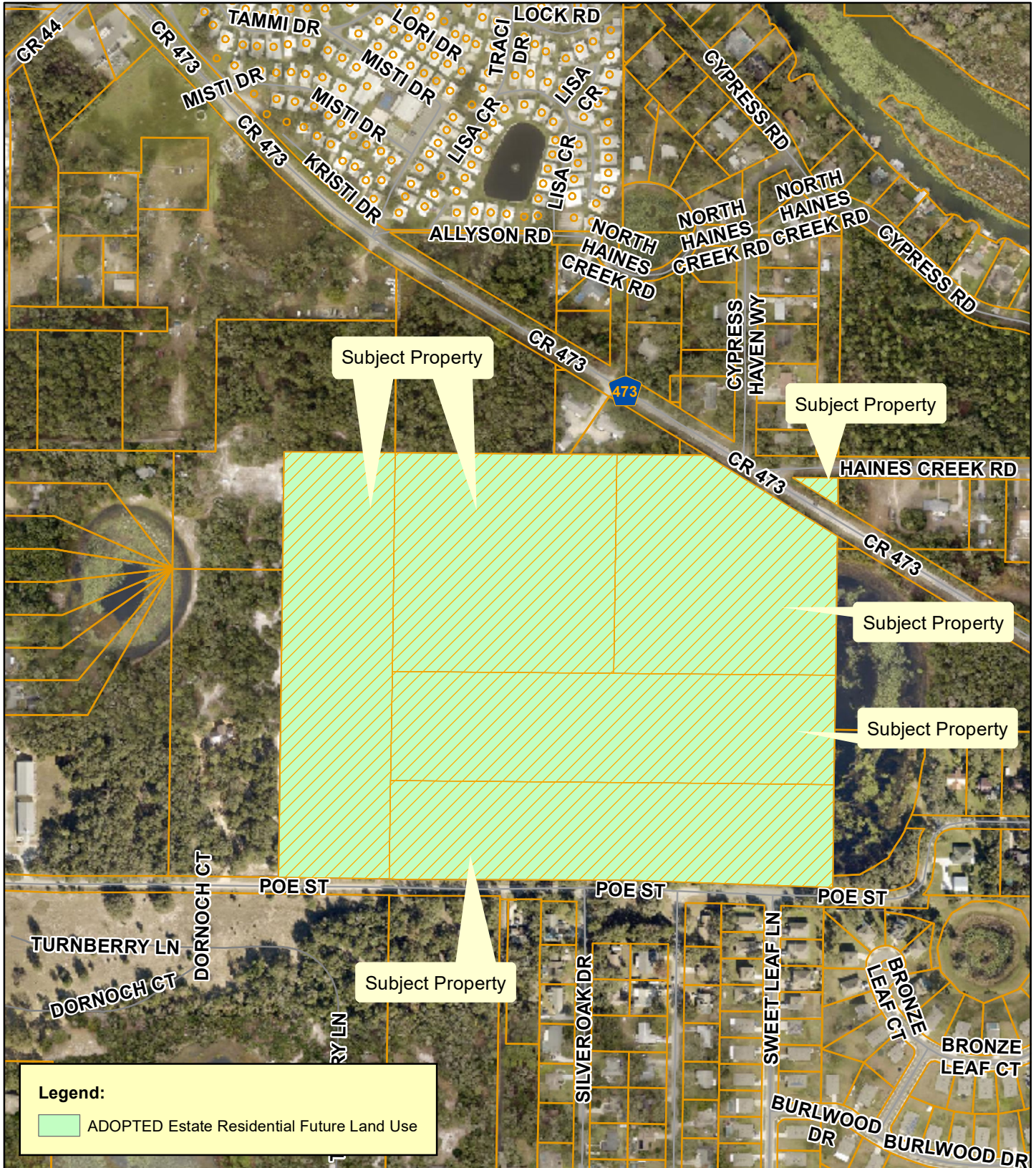


**Planning
& Zoning
Division**

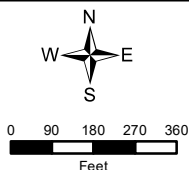


Caldwell Trust Property
 ANNX-24-86; SSCP-24-87; PUD-24-88
 AK#s: 1388040, 1388309, 1388007, 1388112, 1779201
 Section 02, Township 19 South, Range 25 East
 March 20, 2024

ADOPTED FUTURE LAND USE



**Planning
& Zoning
Division**



Caldwell Trust Property
 ANNX-24-86; SSCP-24-87; PUD-24-88
 AK#s: 1388040, 1388309, 1388007, 1388112, 1779201
 Section 02, Township 19 South, Range 25 East
 March 20, 2024

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

DATE: May 10, 2024
OWNER: Joyce D Caldwell Trust
PETITIONER: Sean Myers, Brightleaf Properties
PROJECT: Poe Road Subdivision
REQUEST: Small Scale Comprehensive Plan to Estate Residential and Rezoning to PUD
(Planned Unit Development)
CASE NO.: SSCP-24-87, PUD-24-88

GENERAL LOCATION: North of Poe Street and south of County Road 473

FUTURE LAND USE DESIGNATION: Lake County Urban Low Density

SURROUNDING FUTURE LAND USE DESIGNATION:

North –	Lake County Urban Low Density
South –	City Estate Residential, Lake County Urban Low Density
East –	Lake County Urban Low Density
West –	Lake County Urban Low Density

PROPOSED FUTURE LAND USE DESIGNATION: Estate Residential

EXISTING ZONING DESIGNATION: Lake County CFD (Community Facility District) and R-6
(Urban Residential District)

SURROUNDING ZONING DESIGNATIONS:

North –	Lake County R-1 (Rural Residential), R-6 (Urban Residential District)
South –	City of Leesburg PUD (Planned Unit Development), Lake County R-1 (Rural Residential), R-6 (Urban Residential District)
East –	Lake County R-6 (Urban Residential District)
West –	Lake County R-6 (Urban Residential District)

PROPOSED ZONING DESIGNATION: PUD (Planned Unit Development)

EXISTING LAND USE: Vacant undeveloped

SURROUNDING LAND USE:

North –	Vacant Residential
South –	Pasture Improved, Single-Family
East –	Vacant Residential, Single-Family
West –	Vacant Residential

PROPOSED LAND USE: Single-family detached residential

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

DATE: May 17, 2024
OWNER: Joyce D Caldwell Trust
PETITIONER: Sean Myers, Brightleaf Properties
PROJECT: Poe Road Subdivision
REQUEST: Small Scale Comprehensive Plan to Estate Residential and Rezoning to PUD (Planned Unit Development)
CASE NO.: SSCP-24-87, PUD-24-88

THE FOLLOWING COMMENTS RECEIVED FROM EACH DEPARTMENT:

POLICE

No comments received as of 5/17/24

FIRE

In reference to Case Number SSCP-24-87, PUD-24-88

NFPA 1710 Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Career Fire Departments, 2020 Edition. The subject property referenced in Case Number SSCP-24-87, PUD-24-88 is outside the recommended four-minute response time for initial responding fire apparatus.

4.1 Fire Department Organizational Statement.

4.1.2.1

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

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

Caption Amanda Stevenson 4/10/24

ELECTRIC

“This is outside Leesburg Electric Service territory. No objections.” Steve Davis 3/28/24

GAS

“No Comment.” Wayne Williams 3/28/24

GIS

“GIS has no comments.” Nicholas Tota 3/28/2024

BUILDING

No comments received as of 5/17/24

PUBLIC WORKS

“Public Works has no issues with this. Developer will most likely have to tie into City Water and Sewer at the corner of Radio Rd and Poe Street once Troon Creek completes construction.” Cliff Kelsey 3/28/24

ADDRESSING

No comments received as of 5/17/24

ECONOMIC DEVELOPMENT

No comments received as of 5/17/24

LAKE COUNTY PUBLIC WORKS

Please see attached Lake County Public Works comments 4/11/24

LAKE COUNTY SCHOOLS

No comments received as of 5/17/24

PUBLIC RESPONSES

Approval

No comments received as of 5/17/24

Disapproval

No comments received as of 5/17/24



Department of Public Works, Engineering Division
P.O. Box 7800 • 350 N. Sinclair Ave. • Tavares, FL 32778

March 1, 2024

Dianne Yekel,
Senior Planner
City of Leesburg
Planning and Zoning Department
204 North 5th Street
Leesburg, Florida 34749
(sent via email)

RE: PROJECT: Poe Street Subdivision / Planned Unit Development
CASE NO.: PUD-24-88

Thank you for requesting our comments on this planned unit development.

The below information neither constitutes an approval nor a denial by Lake County Board of County Commissioners or Lake County staff. Specifically, the County Commissioners have neither discussed nor voted on this project. These recommendations are only from the Lake County Department of Public Works. The Office of Planning and Zoning, Office of Building Services, Office of Fire Rescue, and other associated offices have NOT provided comments on this development. Further input by these groups may be required.

Lake County Department of Public Works recommended requirements for Poe Street Subdivision PUD impacts to roadways and drainage systems:

P 352.253.6000 • F 352.253.9025
Board of County Commissioners • www.lakecountyfl.gov

Douglas B. Shields
District 1

Sean M. Parks, AICP, QEP
District 2

Kirby Smith
District 3

Leslie Campione
District 4

Josh Blake
District 5

Poe Street:

- Access from Poe Street, a county maintained paved road, will require permitting with Lake County Public Works Department. The access must meet the county transportation and access management standards. Please coordinate the design of the access and any other necessary road and right-of-way improvements with the Engineering Division of the Lake County Public Works Department.
- Turn lanes will be required on Poe Street at the Developments proposed entrances.
- A preliminary review of the right-of-way for Poe Street return with some deeded right-of-way. A detailed survey of Poe Street will be required that includes all property lines, right-of-way, surface/above ground utilities, and other features of the right-of-way.
- Additional right-of-way for Poe Street will be required to meet the minimum requirements for a local road to accommodate the offsite road improvements, utilities, sidewalks, and maintaining the roadside drainage. The standard minimum right-of-way measured from centerline of the road is 33-ft. Further evaluation will be performed with subdivision plans based on impacts due to drainage, sidewalk, turn lanes, shoulders, etc.
- A sidewalk will be required along the entire frontage of Poe Street to meet both city and county requirements.

CR 473:

- The development will be required to provide a dedicated left turn lane (northbound) on CR 473 at the intersection with Poe Street. Additional alignment and roadway improvements may also be required and will be further evaluated with future development application.

Radio Road:

- The development will have traffic impacts to the intersection of Radio Road and Poe Street. Further evaluation of the impacts will be required with the traffic impact study and future development application.

Traffic:

- The traffic methodology was shared with Lake County but the Traffic Impact Study for the development has not been provided for review. Please have the applicant provide the TIS to the Lake County Public Works Department and City of Leesburg for review.

Stormwater Management:

- The site's stormwater management design will need to be reviewed by Lake County when submitted to both the City of Leesburg and St Johns River Water Management District. We may require Lake County stormwater design standards on ponds that outfall or affect surrounding unincorporated lands.

Please be advised that this letter pertains to transportation, access management, stormwater, and floodplain related impacts foreseen from the proposed PUD application as reviewed by Lake County Department of Public Works. This letter does not include any land use, zoning, or any

PROJECT: Poe Street Subdivision/ Planned Unit Development
CASE NO.: PUD-24-88

other elements that may be addressed by other departments, such as Lake County Department of Economic Growth - Office of Planning and Zoning.

Please contact me if you have any questions concerning the comments and recommendations provided in this letter.

Sincerely,



Seth Lynch
Development Engineer/Project Manager
Lake County Department of Public Works
Engineering Division
slynch@lakecountvfl.gov

Cc: Jeff Earhart, Engineering Manager for Lake County
Mike Fitzgerald, Planning Director for Lake County
Janie Barron, Planning Manager for Lake County
Dan Miller, Planning and Zoning Manager for City of Leesburg

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.A.6.

Meeting Date: August 12, 2024

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

Subject: An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 49.12 +/- acres from Lake County CFD (Community Facility District) and R-6 (Urban Residential District) to City of Leesburg PUD (Planned Unit Development) to allow for a residential subdivision for a property generally located north of Poe Street and south of County Road 473, lying in Section 02, Township 19 South, Range 25 East, Lake County, Florida; and providing an effective date. (PUD Poe Street Subdivision)

Staff Recommendation:

Planning and Zoning Staff and Planning Commission recommend approval of the request to rezone the subject property from Lake County CFD (Community Facility District) and R-6 (Urban Residential District) to City of Leesburg PUD (Planned Unit Development).

Analysis:

The subject site is approximately 49.12 +/- acres, and is generally located north of Poe Street and south of County Road 473 as shown on the attached maps. At this time, the property is undeveloped. The proposal will allow for a residential subdivision. The existing land uses surrounding the property are vacant residential, pasture improved, and single-family. The project will be required to connect to City of Leesburg utilities.

The Planning Commission held a public hearing on the application on May 23, 2024, and recommended approval.

Procurement Analysis:

N/A

Options:

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

Fiscal Impact:

Future development of this site will create a positive fiscal impact on the City of Leesburg, in the form of impact and utility fees, plus ad valorem taxes.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE ZONING ON APPROXIMATELY 49.12 +/- ACRES FROM LAKE COUNTY CFD (COMMUNITY FACILITY DISTRICT) AND R-6 (URBAN RESIDENTIAL DISTRICT) TO CITY OF LEESBURG PUD (PLANNED UNIT DEVELOPMENT) TO ALLOW FOR A RESIDENTIAL SUBDIVISION FOR A PROPERTY GENERALLY LOCATED NORTH OF POE STREET AND SOUTH OF COUNTY ROAD 473, LYING IN SECTION 02, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (PUD POE STREET SUBDIVISION)

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

Section 1.

Based upon the petition of Sean Myers, (Brightleaf Properties, 1133 Louisiana Avenue, Winter Park, Florida 32789, 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 CFD (Community Facility District) and R-6 (Urban Residential District) to City of Leesburg PUD (Planned Unit Development), to-wit:

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

Section 2.

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

PASSED AND ADOPTED at the regular meeting of the City Commission of the City of Leesburg, Florida, held on the 12th day of August 2024.

THE CITY OF LEESBURG, FLORIDA

Mayor

ATTEST:

City Clerk

Exhibit A

Poe Street Residential - Legal Description provided by Allen & Company

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF LAKE, STATE OF FLORIDA, AND IS DESCRIBED AS FOLLOWS:

THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 2, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA.

AND

THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 2, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, LESS ROAD RIGHT-OF-WAY FOR CR 473 AND HAINES CREEK ROAD.

AND

THE SOUTH 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 2, TOWNSHIP 19 SOUTH RANGE 25 EAST, LAKE COUNTY, FLORIDA, LESS THE SOUTH 25 FEET FOR RIGHT-OF-WAY.

TOGETHER WITH

THE NORTH 1/2 OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 2, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA. TOGETHER WITH AN EASEMENT FOR INGRESS AND EGRESS DESCRIBED AS FOLLOWS: THE EAST 15 FEET OF THE SOUTH 1/2 OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 IN SECTION 2, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, AS DESCRIBED IN O.R. BOOK 1103, PAGE 1771, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

CONTAINING 2,139,706 SQUARE FEET OR 49.12 ACRES, MORE OR LESS.

**POE ROAD SUBDIVISION
PUD (Planned Unit Development) Conditions
City of Leesburg, Florida
May 23, 2024**

These Planned Unit Development Conditions for a PUD (Planned Unit Development) zoning district are granted by the City of Leesburg Planning Commission, Lake County, Florida to **Joyce D Caldwell Trust, PO Box 490197, Leesburg, FL 34749 and 35335 Gala Drive, Leesburg, FL 34788 as "Permittee" (Sean Myers, Brightleaf Properties, 1133 Louisiana Ave #101, Winter Park, FL 32789, 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 requesting a Planned Unit Development (PUD) zoning district to allow future construction of a proposed residential development consisting of a maximum of 135 total units on approximately 49.12 acres, generally located north of Poe Street and south of County Road 473, 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 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 **Joyce D Caldwell Trust, PO Box 490197, Leesburg, FL 34749 and 35335 Gala Drive, Leesburg, FL 34788 as "Permittee" (Sean Myers, Brightleaf Properties, 1133 Louisiana Ave #101, Winter Park, FL 32789, 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 USES

The above-described property shall be used for the development of 135 single-family residential units on approximately 49.12 acres, and consisting of 50, 60 and 70-foot-wide lots, designed and constructed pursuant to City of Leesburg development codes and standards.

- A. Permitted Uses
 - 1) Detached single family residential units
 - 2) Location of all permitted uses shall be substantially with the conceptual site plan shown in Exhibit C
- B. Prohibited Uses
 - 1) All other uses not specifically permitted within these conditions under Permitted Uses above shall be prohibited.
- C. Accessory Uses
 - 1) RV/Boat Storage
 - 2) Accessory structures
 - 3) Sales office in a single-family unit
 - 4) Recreational Uses (Pool/ Clubhouses/ fields, courts, etc.)
 - 5) Accessory retail within a recreation center or clubhouse, intended for the primary use of residents, such as a snack bar
 - 6) Temporary modular sales center office (during construction and sales of new units) and construction offices, not to exceed two years from the approval of the final plat of the final phase for the subdivision. Model homes may be used as sales centers during the duration of the project.

Figure 1 – Residential Unit Summary, by Lot Size

50' x 120' lots =	66
60' x 130' lots =	63
70' x 130' lots =	6
Total =	135

4. DEVELOPMENT STANDARDS

- A. The project shall consist of 135 units on approximately 49.12 acres, at a gross density not to exceed 2.75 units per acre, as specified in this agreement, and shown on **Exhibit C, Conceptual Site Plan**. Larger lots than the minimum requirements herein shall be permitted within the development if desired.
- B. A mix of lot sizes is required as shown in Exhibit C (50, 60 and 70-foot-wide lots), Conceptual Site Plan
- C. Along each street, homes with the same architectural design shall not be immediately adjacent (side by side) or directly across from a lot with the same design. Facades may be varied to meet this requirement.
- D. The maximum impervious surface for the project shall be 65%. Community and private swimming pools shall not count toward the impervious surface calculation.

E. Lot requirements

1) For 50 x 120-foot lots:

- a) Minimum house size: 1,800 square feet, (under roof)
- b) Minimum lot size shall be 6,000 square feet.
- c) Minimum width 50 feet
- d) Minimum depth 120 feet
- e) Minimum building setbacks:
 - Front – 25 feet;
 - Rear – 18 feet;
 - Side – 5 feet;
 - Corner Side – 15 feet.
 - Porch – 14 feet (porch must be a minimum width of 6 feet).

2) For 60 x 120-foot lots:

- a) Minimum house size: 1,800 square feet, (under roof)
- b) Minimum lot size shall be 7,200 square feet.
- c) Minimum width 60 feet
- d) Minimum depth 120 feet
- e) Minimum building setbacks:
 - Front – 25 feet;
 - Rear – 18 feet;
 - Side – 7.5 feet;
 - Corner Side – 15 feet.
 - Porch – 14 feet (porch must be a minimum width of 6 feet).

3) For 70 x 120-foot lots:

- a) Minimum house size: 1,800 square feet, (under roof)
- b) Minimum lot size shall be 8,400 square feet.
- c) Minimum width 70 feet
- d) Minimum depth 120 feet
- e) Minimum building setbacks:
 - Front – 25 feet;
 - Rear – 18 feet;
 - Side – 7.5 feet;
 - Corner Side – 15 feet.
 - Porch – 14 feet (porch must be a minimum width of 6 feet).

4) For all structures:

- a) Each single-family detached residential structure shall have a minimum two car garage.
- b) Each additional bedroom to the above the minimum house size shall be a minimum of 120 square feet, including closet.
- c) Except where otherwise allowed in these conditions, minimum distance between structures shall be 15 feet; measured from building wall to building wall, and the combined roof overhang of two adjacent structures shall not exceed forty (40) percent of the distance between the building wall and the property line.

- d) Maximum building height: two (2) stories or 35 feet.
- e) Accessory structures shall have a minimum rear and side setback of 5 feet and single accessory structures that are not attached to the principal structure shall not occupy more than 30 percent of the required rear yard.
- f) Attached screened enclosures (no solid roof) must maintain a minimum setback of five (5) feet from the side and rear property line. Attached swimming pool screened enclosure shall also maintain a minimum setback of five (5) feet from the side or rear property lines.
- g) Solid roof structures attached to the residence must meet the required rear setback as noted under “Minimum building setbacks.”
- h) As part of the site plan approval process, city staff shall review final site design standards in accordance with the approved PUD (Planned Unit Development) zoning conditions set forth herein
- i) Gutters are required on the sides of all single-family structures if the structures are less than 15 feet apart.

5. **DESIGN/ARCHITECTURAL STANDARDS**

A. All buildings shall utilize at least five (5) of the following design features to provide visual relief along all elevations of the single-family units. Designs may vary throughout the development.

- 1) Dormers
- 2) Gables
- 3) Recessed or raised entries
- 4) Covered porch entries
- 5) Cupolas
- 6) Pillars or decorative posts
- 7) Bay window (minimum 12-inch projections)
- 8) Eaves (minimum 6-inch projections)
- 9) Front windows with arched glass tops and minimum 4-inch trim.
- 10) Garage vehicle doors shall incorporate the following elements: raised decorative panels, decorative glass panels or panes, decorative hinges, etc.
- 11) Front doors shall incorporate the following decorative elements: raised decorative panels, decorative glass panels or panes, decorative handles, etc.
- 12) Stone accents
- 13) Shutters
- 14) Board and batten siding
- 15) Hardy board siding
- 16) Raised banding
- 17) Craftsman style garage doors

B. Exterior building materials contribute significantly to the visual impact of a building on the community. These materials shall be well designed and integrated into a comprehensive design style for the project. The total front exterior wall area of each building elevation shall be composed of one of the following:

1. At least thirty-five percent (35%) full-width brick or stone (not including window and door areas and related trim areas), with the balance being any type of lap siding and/or stucco.
 2. At least thirty percent (30%) full-width brick or stone, with the balance being stucco and/or a “cementitious” lap siding. (A “cementitious” lap siding product is defined as a manufactured strip siding composed of cement-based materials rather than wood fiber-based or plastic-based materials. For example, Masonite or vinyl lap siding would not be allowed under this option.)
 3. All textured stucco, provided there are unique design features such as recessed garages, tile or metal roofs, arched windows, porches, etc. in the elevations of the buildings or the buildings are all brick stucco. Unique design features shall be reviewed by the Community Development Director for compliance.
- C. Other similar design variations meeting the intent of this section may be approved by the Community Development Director or designee.
- D. The architectural styles and facades shown in **Exhibit D, Building Elevations** herein are considered to meet the requirements of this section.

6. PARKING

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

7. LANDSCAPING AND BUFFERS, GENERAL & RESIDENTIAL

- A. A master landscape plan shall be submitted for review by City staff for all landscaping, buffer and boundary areas, parking lots, access roads, entry ways and new construction. This plan shall be reviewed for consistency with this PUD document and the Conceptual Site Plan (**Exhibit C**), and City of Leesburg landscape code requirements.
- B. All landscaped areas shall be designed to meet Section 25-337, Waterwise and Florida Friendly Landscaping, City of Leesburg Code of Ordinances.
- C. Each platted single-family residential lot of record within the project shall contain a minimum of two (2) canopy trees, one located within the front yard, and shall be selected from the list of trees within the City of Leesburg Code of Ordinances, *Section 25-238 Table 1 Canopy Trees*, plus at least one other tree located in the back yard. All other requirements for tree planting based on lot size under the Code of Ordinances shall remain in effect.
- D. The north, south, and western boundaries of the property shall contain the following: A minimum twenty-five (25) foot wide buffer tract with plantings as shown in Figures A and B below.
- E. Along the west side, abutting the residential properties, there shall be an addition of a non-invasive clumping bamboo within the required buffer. Acceptable clumping bamboo species include Seabreeze Midsize Timber Bamboo, Blue Timber Bamboo, or Emerald Timber Bamboo. This shall be maintained by a property owners or homeowner association.
- F. A split rail fence, of either wood or vinyl/synthetic construction, shall be installed along the length of the exterior boundaries on the north, south, and west sides of the

property. The split rail fence shall be installed at a minimum height of four (4) feet. Said fence shall be maintained by the Property Owners or Homeowners Association. A solid six-foot fence of PVC or other synthetic material may be allowed as an option to the split rail fence.

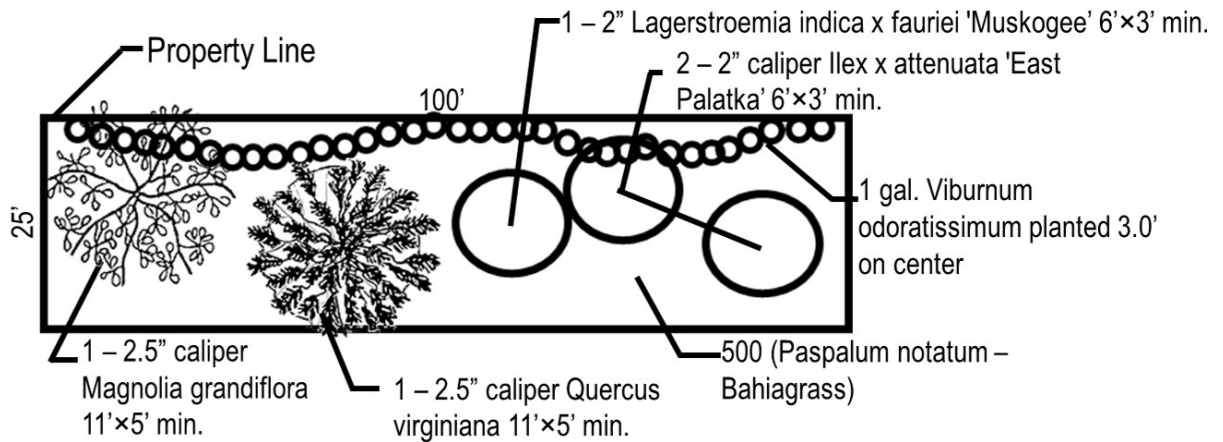
- G. In areas of the project which are primarily used as and platted for recreational or open space uses, no specific buffer shall be required.
- H. All buffers along the exterior property lines shall be distinct and separate from the residential lots and properties, and shall be platted as buffers which are owned and maintained by a property owners or homeowners association.
- I. Nothing herein shall be construed to prevent the developer or property owners from increasing buffer width and/or plantings.
- J. Land uses allowed within the upland buffers are limited to hiking trails, walkways, passive recreation activities and stormwater facilities as permitted by St. Johns River Water Management District.
- K. In addition to the requirements herein, all landscaping and buffering shall be in accordance with regulations contained within the City of Leesburg Code of Ordinances, Section 25-329, and at a minimum shall contain the following plantings as noted in Figures A and B below:

Figure A

Canopy Trees (per 100 l.f.)	2 per 100 linear ft
Tree CAL/Height	2" cal, 12' overall height
Optional Ornamental Trees (per 100 l.f.)	3 per 100 linear ft
Tree CAL/Height	2" cal, 7' overall height
Shrub Screen (per 100 l.f.)	
Square Ft. of Shrubs	(33) 3 gal plants, 18"—24" minimum at installation (depending on species); hedges to be 36"—42" high by thirty-six (36) inches wide hedge or continuous landscape screen with a ninety (90) percent opacity within one (1) year of planting
Container size	3 gal

Figure B

100 Feet of Typical 25' Landscape Buffer



Buffer detail is to illustrate plant material quality and specification only.

Actual plant material placement may vary.

Landscape buffer irrigated with automatic system.

- L. 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
- M. Open Space - A minimum of thirty-five (35) percent of the property shall be open space. Retention areas, buffers, plus recreation and landscaped areas may be used for the purpose of calculating open space. Parking areas and vehicle access areas shall not be considered in calculating open space.
- N. A minimum of two (2) trees shall be provided on each residential lot. One (1) must be provided in the front yard, and one (1) in the rear yard.
- O. Variations to Landscape Requirements
 1. Variations to these landscape requirements of this document may be approved by the Planning and Zoning Director as long as the intent of the landscaping section of this PUD (Planned Unit Development) document is maintained.

2. Use of the University of Florida IFAS (Institute of Food and Agricultural Sciences) approved standards for “Florida Friendly Landscaping” will also be acceptable.

8. SITE ACCESS AND IMPROVEMENTS

- A. The main vehicular access points to the project site consist of a minimum of one (1) boulevard style access point on Poe Street and one (1) regular access point on Poe Street
- B. Boulevard requirements: One main access to the property shall be a boulevard type (divided roadway with landscaped median).
- C. Access locations depicted on the Master Development Plan are conceptual and subject to Lake County approval. Actual location and design of the roads shall be determined at the site plan review process and shall include consideration of, and connection to, sidewalks, recreation paths, etc. All other access shall be reviewed for necessity and requirements through Lake County and the City of Leesburg development and permitting processes. Any additional access points shall be subject to site plan application review process.
- D. Offsite road improvements on existing roads adjacent to the property may be required based on finalized access locations. Such improvements may include, but are not limited to, signalization, left and right turn lanes, right-of-way dedication, and pavement rehabilitation. Any proposed offsite road improvements must be approved by Lake County Public Works Department.
- E. Prior to completion of the subdivision design plans, the developer shall work with the Lake County Public Works Department to ensure all appropriate required roadway and access improvements for the development are made part of the plans submitted to the City of Leesburg.
- F. The Master Development Plan, and the access points proposed thereon, are considered conceptual until the appropriate engineering and site plan reviews, along with any required upgrades are completed for the project.
- G. All access points are subject to review and approval by the appropriate permitting agency, including FDOT, Lake-Sumter Metropolitan Planning Organization, Lake County and the City of Leesburg as applicable. The developer shall be responsible for on and offsite improvements required as a result of any access points. The developer shall be responsible for all on and offsite improvements required as a result of any access points.
- H. All access points within the development and all access points to roadways outside the development shall be subject to the City of Leesburg, Florida Department of Transportation and Lake County permitting and review processes.

9. TRANSPORTATION IMPROVEMENTS

- A. Any transportation improvements or rights-of-way that may be required shall be based on projected needs and shall be contingent upon site plan approval by City staff during the development review and permitting process. The plan review process shall include consideration of sidewalks, recreation paths, etc.

- B. A traffic/transportation study shall be submitted for review and determination of any necessary access improvements, including any off-site improvements required by Lake County, the Lake-Sumter MPO or the City of Leesburg. Said improvements will be the responsibility of the Permittee.
- C. The Permittee shall provide necessary traffic improvements within and adjacent to the development as required by Lake County, the Lake-Sumter MPO and City of Leesburg.
- D. All roads within the development shall be designed and constructed to meet the City of Leesburg requirements.
- E. The Permittee shall be responsible for obtaining all necessary Lake County permits and a copy of all permits shall be provided to the City of Leesburg.
- F. All roads within the development shall be constructed to meet the City of Leesburg's standards, ARTICLE VII – TECHNICAL STANDARDS, as amended.
 - 1. Should the Permittee (or designee) desire to dedicate the proposed project's internal road system to the City of Leesburg; the Permittee shall demonstrate to the satisfaction of the City of Leesburg that the road system is in suitable condition and meets all City road design requirements.
 - 2. Should the Permittee (or designee) choose to retain the roadways, the Permittee shall establish an appropriate legal entity that shall accept responsibility to pay the cost and perform all services required to maintain the roads and transportation improvements to City of Leesburg codes and standards, as amended. A Homeowners or Property Owners Association, or other such legal entity will be considered acceptable.
- G. Sidewalks shall be provided on both sides of all roads and shall provide cross connections to all recreation and residential areas. Internal road rights-of-ways shall be of sufficient width to contain one sidewalk. All sidewalks shall be constructed in accordance with City of Leesburg Codes.
- H. If desired, golf cart paths and parking for golf carts may be provided, and may be located in such a manner that allows access throughout the development. These paths shall allow access, via the main boulevard roadway, to all residential and recreational area of the proposed development.

10. SIGNAGE

- A. *Access points*- Each access point shall provide a decorative entry feature to include a concrete, brick or stucco wall at least five (5) feet in height, on each side of the entryway or as noted in this section. This decorative entry feature may be used for signage per City of Leesburg Code of Ordinances, as amended.

11. LAKE COUNTY SCHOOL BOARD

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

12. UTILITIES

- A. Prior to receiving final development approval, the Permittee shall submit a stormwater management plan and utility plan acceptable to the City of Leesburg. Water, wastewater and natural gas services will be provided by the City of Leesburg. Prior to any clearing, grubbing, or disturbance of natural vegetation in any phase of the development, the Permittee shall provide:
- B. A detailed site plan that indicates all the provisions for electric, water, sewer, and/or natural gas in accordance with the City of Leesburg Land Development Codes.
- C. Developer shall bear all responsibility, financial and otherwise, for the construction and installation of all utility infrastructure and other improvements related to the use and development of the property, consistent with the typical pioneering agreement approved on new home projects in the City., including such off-site improvements required by the City and all other appropriate government agencies. All such requirements shall be constructed to the applicable specifications imposed by the ordinances and regulations of the City in effect at the time of construction.
- D. Developer shall be responsible for the installation of a natural gas service in eighty percent (80%) of all single-family detached homes in the development, as required by the City of Leesburg Code of Ordinances.
- E. The City of Leesburg intends to service the property with water and wastewater services at this time. At the time of connection, all regulations in place at the time of the request shall be required, including but not limited to impact fees, connection and utility service deposit charges. The cost of supplying water and wastewater lines and other necessary infrastructure such as lift stations to the development shall be the responsibility of the applicant. All infrastructure necessary to provide water and wastewater services to the development must be in place, approved by the City, and operational, prior to issuance of building permits for any residential or commercial structures within the development.

13. STORMWATER/DRAINAGE MANAGEMENT

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

- A. A detailed site plan that demonstrates no direct discharge of stormwater runoff generated by the development into any wetlands or onto adjacent properties.
- B. A stormwater management system designed and implemented to meet all applicable St. Johns River Water Management District and City of Leesburg requirements.
- C. A responsible legal entity for the maintenance of the stormwater management system on the plat prior to the approval of the final plat of record. A homeowner's association is an acceptable maintenance entity.
- D. The existing 100-year flood plain shown shall be shown on all plans and lots.
- E. The appropriate documentation that any flood hazard boundary has been amended in accordance with Federal Emergency Management Agency

- requirements, if the 100-year flood plain is altered and /or a new 100-year flood elevation is established in reference to the applicable flood insurance rate map.
- F. A copy of the Management and Storage of Surface Waters permit obtained from St. Johns River Water Management District shall be provided to the City during the site plan review process.
 - G. Should the Permittee desire to dedicate the proposed project's stormwater management system to the City of Leesburg; the City, at its discretion, may accept or not accept the stormwater management system. Prior to acceptance, the Permittee shall demonstrate to the City the stormwater management system is in a suitable condition and meets City of Leesburg and St. Johns River Water Management District requirements. As a condition of accepting the system the City may create a special taxing district or make other lawful provisions to assess the cost of maintenance of the system to the residents of the project.

14. WETLANDS, FLOOD ZONES & WILDLIFE

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

- H. A map indicating the location of the 100-year flood plain.
- I. The appropriate documentation that any flood hazard boundary has been amended in accordance with Federal Emergency Management Agency requirements, if the 100-year flood plain is altered and/or a new 100-year flood elevation is established in reference to the applicable flood insurance rate map.
- J. Through the site plan review process, the developer shall coordinate with the City of Leesburg, Lake County and all impacted government agencies regarding elevation determinations, compensatory storage and overall design of the subdivision within and near flood hazard boundary areas, to ensure compliance with all regulations.

15. IRRIGATION & WATER USAGE

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

16. RECREATIONAL REQUIREMENTS

- A. Recreational development provided on the site shall include active and passive uses, as well as enclosed or unenclosed recreational space, devoted to the joint use of the residents. Such recreational space shall consist of not less than 200 square feet of space per dwelling unit or 27,000 square feet (0.62 acres).
- B. Permitted recreational amenities shall include:
 - 1. Children's playground areas
 - 2. Trails
 - 3. Dog Parks
 - 4. Various recreational courts (Tennis, Basketball, handball courts, etc.)
 - 5. Pavillion
- C. Walking trails shall be provided around retention/detention pond and wetlands, as shown on the Conceptual Site Plan, Exhibit C.

17. LIGHTING REQUIREMENTS

- A. All lighting installed shall meet City of Leesburg standards and details, shall be constructed in a manner that is directed to the interior of the property, and does not cause excessive light pollution on neighboring properties.
- B. Exterior lighting shall incorporate "Dark Sky Standards" in the lighting plan for the development. Such lighting shall achieve the overall effect of containing and shielding excessive light pollution. Appropriate designs are shown on Exhibit E, attached hereto.
- C. This will include, but not be limited to shielded fixtures, lower levels of blue light, directional lighting, timed and/or sensor activated light fixtures, and other methods which can reduce impact on adjacent and nearby properties.

18. MAINTENANCE

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

19. DEVELOPMENT PHASING & IMPLEMENTATION

- A. The proposed project may be constructed in phases in accordance with the Planned Unit Development Conditions and Conceptual Plan. Changes to the development conditions or conceptual plan, other than those conditions described in this agreement, shall be revised in accordance with the Planned Development review process, City of Leesburg Code of Ordinances.
- B. As part of the overall development review process, if the project is constructed in phases, the 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.
- C. Upon approval of this PUD by the City Commission, a development permit or building permit application must be submitted with the City for work related to one or more phases of the PUD within four (4) years of this approval becoming final with no appeal pending or the PUD will automatically expire, unless otherwise lawfully extended by the City or Section 252.363, Florida Statutes. In the event the PUD expires, the Property shall be governed by the zoning regulations applicable to the RE-1 (Estate Density Residential) zoning district.

20. MISCELLANEOUS CONDITIONS

- A. The uses of the proposed project shall only be those uses identified in the approved Planned Unit Development Conditions. Any other proposed use must be specifically authorized in accordance with the Planned Development amendment process.
- B. No person, firm or corporation shall erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building structure, or alter the land in any manner without first submitting the necessary plans and obtaining appropriate approvals in accordance with the City of Leesburg Codes.
- C. Construction and operation of the proposed use(s) shall at all times comply with the Planned Unit Development conditions set forth herein, and with all City and other governmental agencies rules and regulations.
- D. Model home permits are limited to four (4) per phase prior to the City's issuance of the Certificate of Completion (CC) for the project. Water service and fire access to the model must be available prior to permit issuance.
- E. The transfer of ownership or lease of any or all of the property described in this PUD Agreement shall include in the transfer or lease agreement, a provision that the purchaser or lessee is made good and aware of the conditions pertaining to the Planned Unit Development established and agrees to be bound by these conditions. The purchaser or lessee may request a change from the existing plans and conditions by following the procedures as described in the City of Leesburg Land Development Code, as amended.
- F. These PUD Conditions shall inure to the benefit of, and shall constitute a covenant running with the land and the terms, conditions, and provisions hereof, and shall be

binding upon the present owner and any successor, and shall be subject to each and every condition as set forth herein.

- G. These conditions of approval shall be recited within the site plan and construction plan submittals.

21. LEVELS OF SERVICE AND CAPACITY

A. As submitted, the development resulting from the proposed zoning change may result in demands on public facilities which could exceed the current capacity of some public facilities, such as, but not limited to water, wastewater, roads, drainage, schools, and solid waste. No final development order (site plan and building permits) shall be granted for proposed development until there is a finding that all public facilities and services required for the development have sufficient capacity at or above the adopted level of service (LOS) to accommodate the impacts of the development, or that improvements necessary to bring facilities up to their adopted LOS will be in place concurrent with the impacts of the development.

B. Utilities -Planning & Construction

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

C. Commitment of Capacity

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

D. Ability to Provide Services

1. At this time, the City intends to provide water, wastewater and reclaimed water services within its service area for the foreseeable future. The City's ability to provide said services is dependent upon capacity available at the time of permit submittal.
2. Future development within the City of Leesburg utility service areas may impact the provision of utility services.

EXHIBIT B

LEGAL DESCRIPTION

Poe Street Residential - Legal Description provided by Allen & Company

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF LAKE, STATE OF FLORIDA, AND IS DESCRIBED AS FOLLOWS:

THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 2, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA.

AND

THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 2, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, LESS ROAD RIGHT-OF-WAY FOR CR 473 AND HAINES CREEK ROAD.

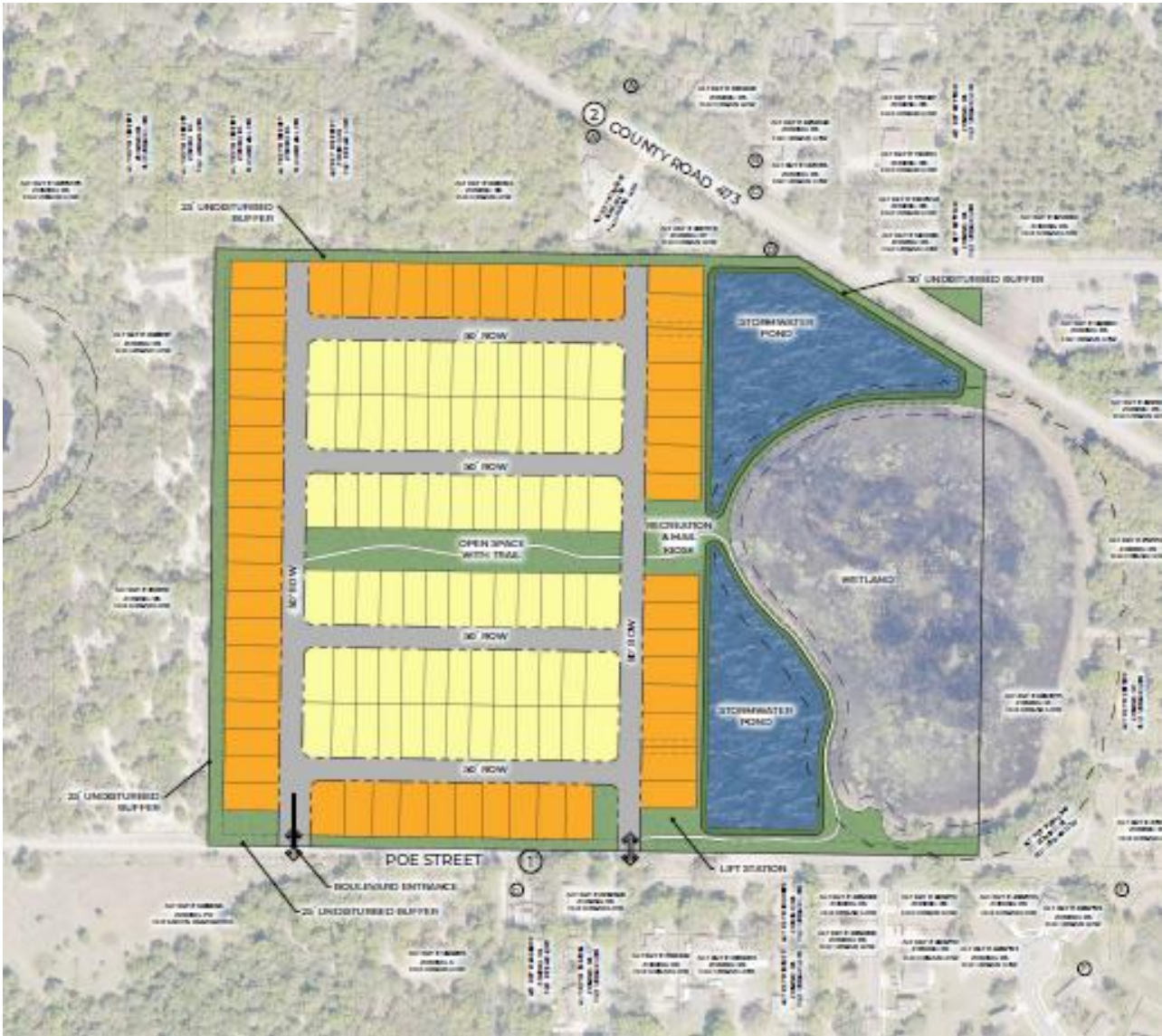
AND

THE SOUTH 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 2, TOWNSHIP 19 SOUTH RANGE 25 EAST, LAKE COUNTY, FLORIDA, LESS THE SOUTH 25 FEET FOR RIGHT-OF-WAY.

TOGETHER WITH

THE NORTH 1/2 OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 2, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA. TOGETHER WITH AN EASEMENT FOR INGRESS AND EGRESS DESCRIBED AS FOLLOWS: THE EAST 15 FEET OF THE SOUTH 1/2 OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 IN SECTION 2, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, AS DESCRIBED IN O.R. BOOK 1103, PAGE 1771, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

CONTAINING 2,139,706 SQUARE FEET OR 49.12 ACRES, MORE OR LESS.



m

EXHIBIT D

SAMPLE FACADES



LIVING AREA - 2,092 S.F



LIVING AREA - 1,615 S.F

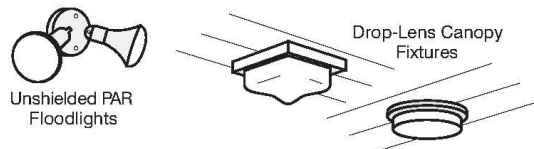
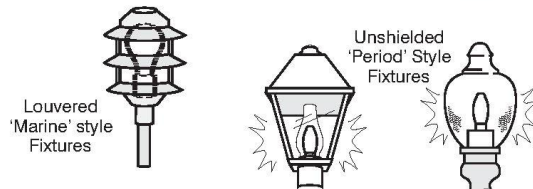
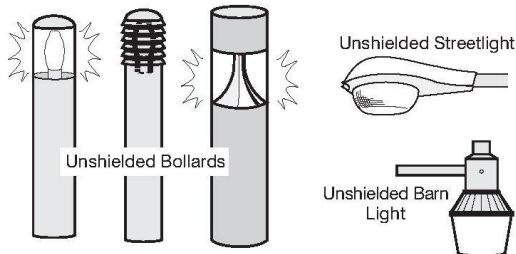
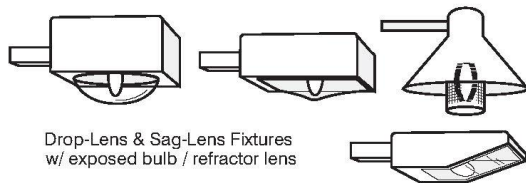
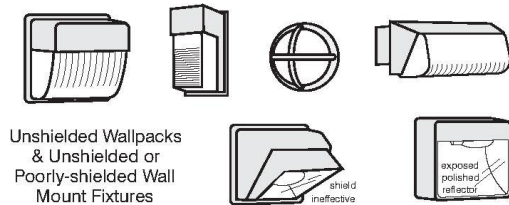
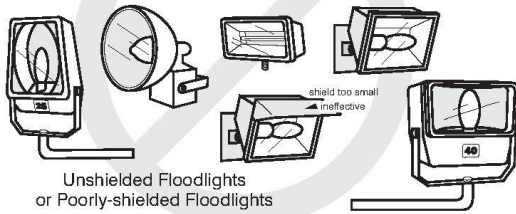


LIVING AREA - 1,990 S.F

Examples of Acceptable / Unacceptable Lighting Fixtures

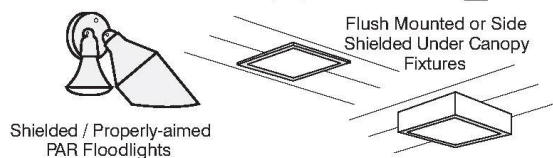
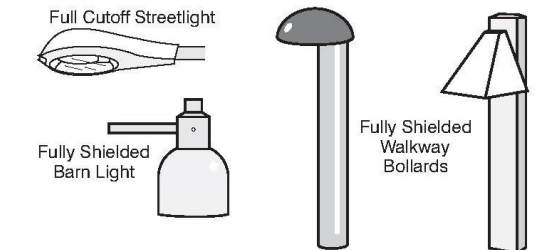
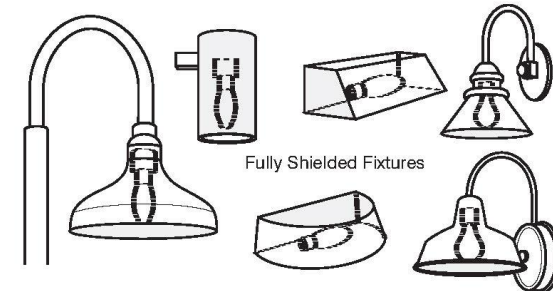
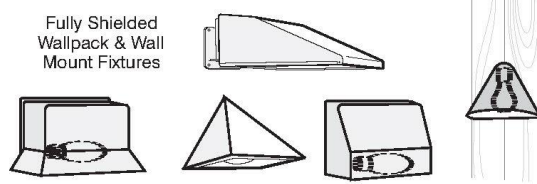
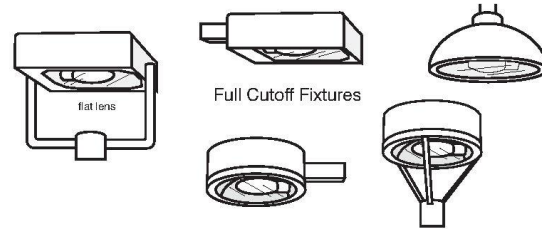
Unacceptable / Discouraged

Fixtures that produce glare and light trespass



Acceptable

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



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CITY OF LEESBURG PLANNING & ZONING DIVISION RECOMMENDATIONS

DATE: May 23, 2024
OWNER: Joyce D Caldwell Trust
PETITIONER: Sean Myers, Brightleaf Properties
PROJECT: Poe Road Subdivision
REQUEST: Rezoning to PUD (Planned Unit Development)
CASE NO.: PUD-24-88

THE PLANNING & ZONING DIVISION RECOMMENDS:

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

1. The proposed zoning classification of PUD (Planned Unit Development) is compatible, as conditioned, with the current surrounding zoning districts of Lake County R-1 (Rural Residential), Lake County R-6 (Urban Residential District), Lake County RP (Residential Professional), and City of Leesburg PUD (Planned Unit Development).
2. The proposed Small Scale Comprehensive Plan (SSCP) amendment is compatible with the adjacent future land use designations of Lake County Urban Low Density and City of Leesburg Estate Residential.
3. The proposed request does not appear to create a detriment to surrounding properties, based on the location and proximity to future compatible development.

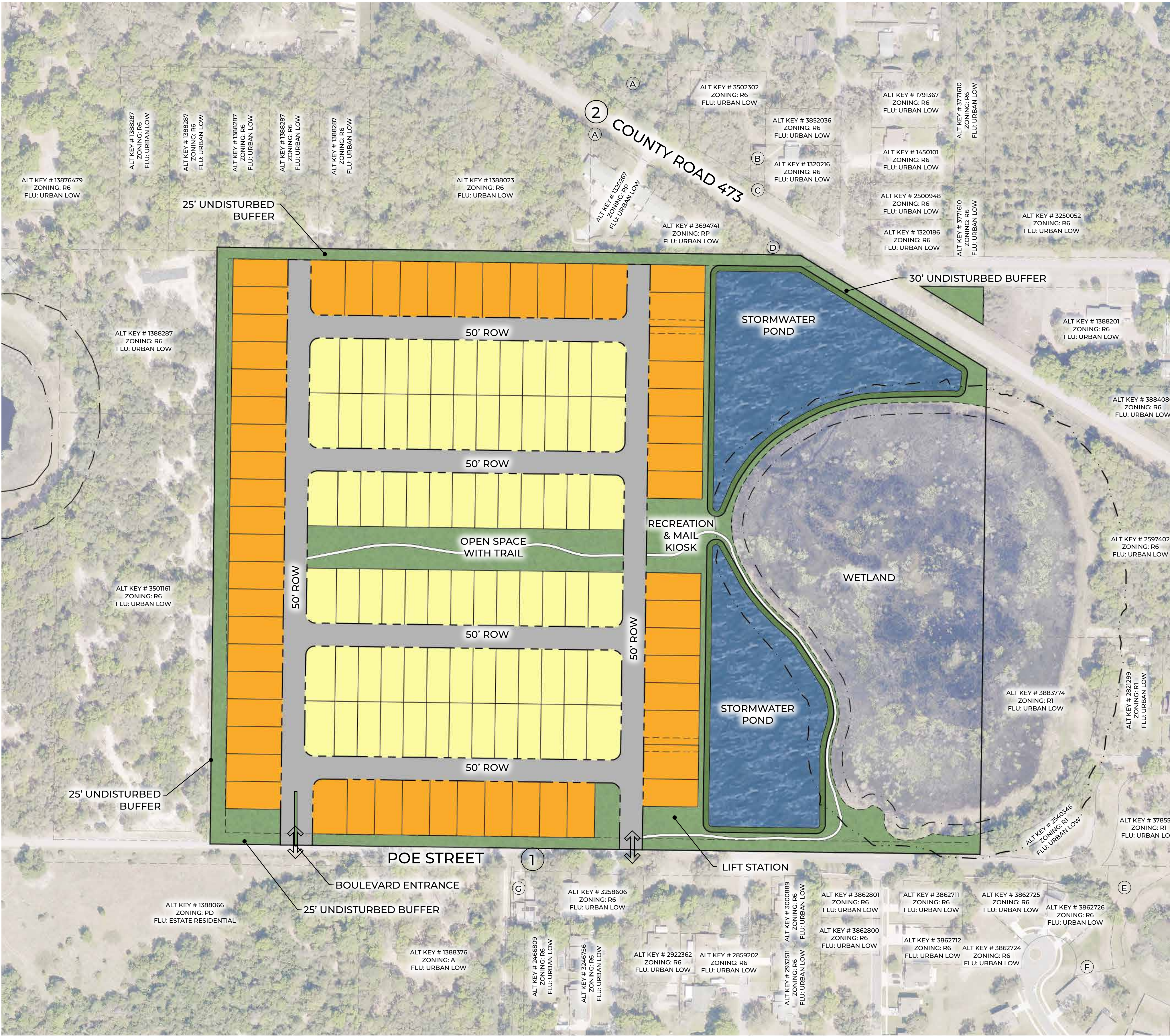
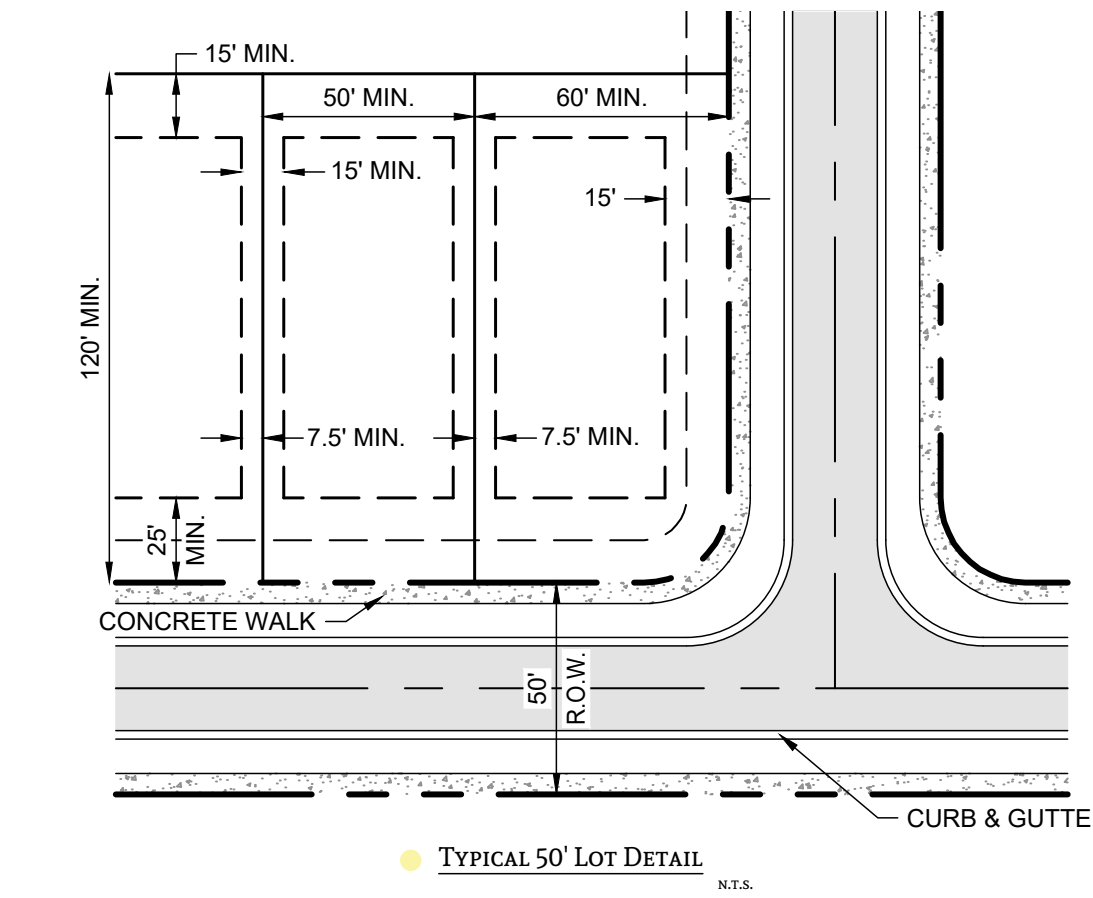
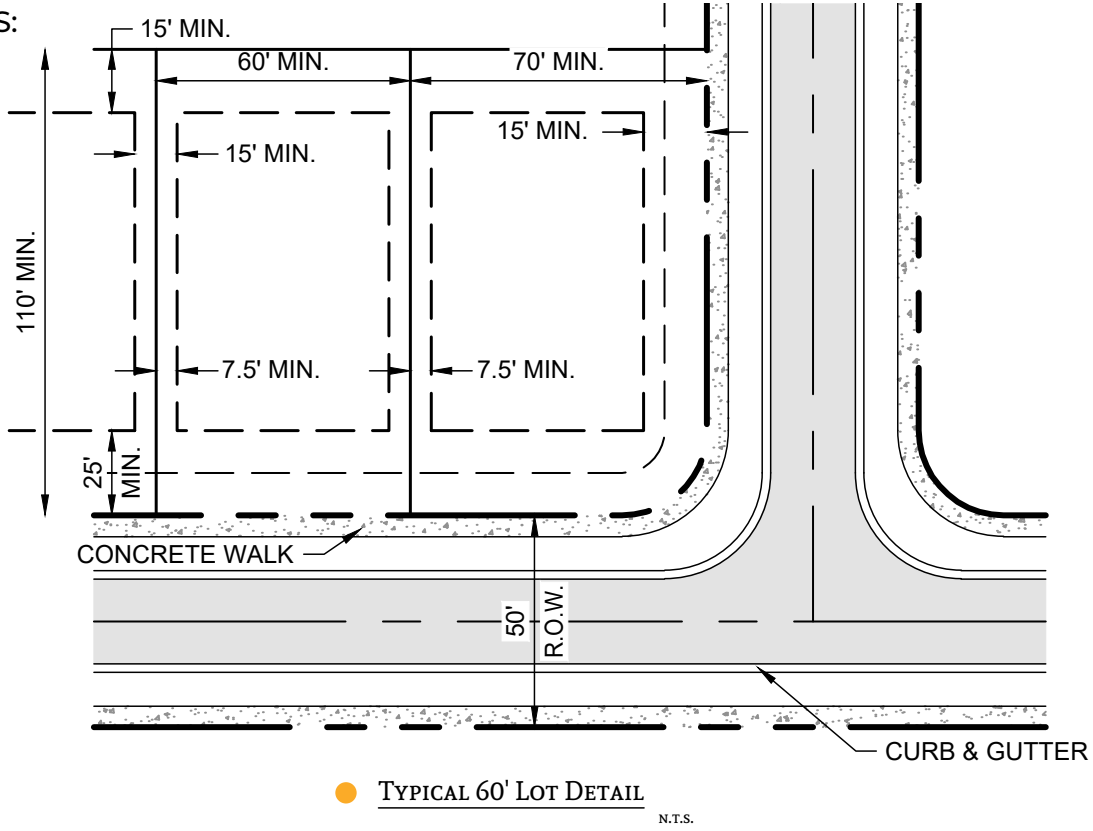
Action Requested:

1. Vote to **approve** staff's recommendation to rezone the subject property from Lake County CFD (Community Facility District) and R-6 (Urban Residential District) to City of Leesburg PUD (Planned Unit Development) and forward to the City Commission for consideration.

REQUIRED SETBACKS:

- FOR 50' LOTS
- FRONT 25'
- SIDE 15'
- REAR 18'

- FOR 60' LOTS
- FRONT 25'
- SIDE 15'
- REAR 18'



- (A) ALT KEY # 1320275 ZONING: R6 FLU: URBAN LOW
(B) ALT KEY # 3852035 ZONING: R6 FLU: URBAN LOW
(C) ALT KEY # 1320259 ZONING: R6 FLU: URBAN LOW
(D) ALT KEY # 1320216 ZONING: R6 FLU: URBAN LOW
(E) ALT KEY # 3900844 ZONING: R6 FLU: URBAN LOW
(F) ALT KEY # 3862727 ZONING: R6 FLU: URBAN LOW
(G) ALT KEY # 3277791 ZONING: R1 FLU: URBAN LOW

LEGAL DESCRIPTION:

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF LAKE, STATE OF FLORIDA, AND IS DESCRIBED AS FOLLOWS:

THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 2, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA.

AND

THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 2, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, LESS ROAD RIGHT-OF-WAY FOR CR 473 AND HAINES CREEK ROAD.

AND

THE SOUTH 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 2, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, LESS THE SOUTH 25 FEET FOR RIGHT-OF-WAY.

TOGETHER WITH

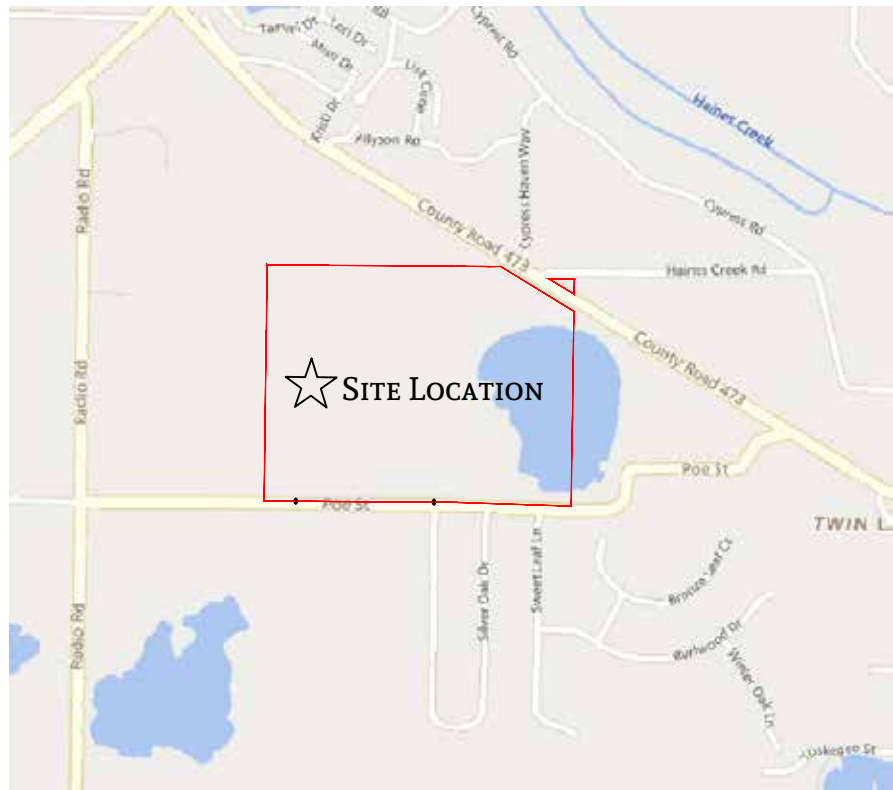
THE NORTH 1/2 OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 2, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, TOGETHER WITH AN EASEMENT FOR INGRESS AND EGRESS DESCRIBED AS FOLLOWS: THE EAST 15 FEET OF THE SOUTH 1/2 OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 IN SECTION 2, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, AS DESCRIBED IN O.R. BOOK 1103, PAGE 1771, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

CONTAINING 2,139,706 SQUARE FEET OR 49.12 ACRES, MORE OR LESS.



POE STREET RESIDENTIAL

Master Development Plan



VICINITY MAP

N.T.S.

NOTES:

- METHOD OF WATER SUPPLY: 8" PVC OFFSITE WATER MAIN EXTENSION ON POE STREET
- METHOD OF SEWAGE DISPOSAL: PROPOSED LIFT STATION WITH 4" PVC FORCEMAIN EXTENSION ON POE STREET
- GRADING AND DRAINAGE PATTERN: ONSITE STORMWATER COLLECTION VIA ROADWAY CURB INLETS TO A WET DETENTION POND
- COMMON OPEN SPACE USES INCLUDE PRESERVATION, PARKS, OPTIONAL TRAILS, AND LANDSCAPE BUFFERS.

- 1 POE STREET
- 50' RIGHT OF WAY
- 20' PAVEMENT / 2 LANES
- LOCAL / PUBLIC
- ASPHALT IN GOOD CONDITION
- NO SIDEWALKS / BIKE PATH
- TRANSIT STOPS / TRAFFIC DEVICES
- 2 COUNTY ROAD 473
- 80' RIGHT OF WAY
- 20' PAVEMENT / 2 LANES
- LOCAL / PUBLIC
- ASPHALT IN GOOD CONDITION
- NO SIDEWALKS / BIKE PATH
- TRANSIT STOPS / TRAFFIC DEVICES

PROPERTY OWNER:
JOYCE D CALDWELL TRUST
PO BOX 490197
LEESBURG, FL 34749
AND
35335 GALA DR
LEESBURG, FL 34788

PETITIONER:
SEAN MYERS,
MANAGING DIRECTOR -
BRIGHTLEAF PROPERTIES
1133 LOUISIANA AVE #101
WINTER PARK, FL 32789
407-252-9802

ENGINEER:
LEVELUP CONSULTING, LLC
505 E. JACKSON ST. SUITE 200
TAMPA, FL 33602
813-375-0616

SURVEYOR:
ALLEN & COMPANY
16 E. PLANT ST.
WINTER GARDEN, FL 34787
407-654-5355

LEGEND

---	PROPERTY LINE
---	EDGE OF FEMA FLOOD ZONE AE
---	EDGE OF WATER
---	RIGHT OF WAY
---	EASEMENT LINE
---	EDGE OF WETLAND
---	EDGE OF UPLAND BUFFER
---	TRACT LINES
---	PROPOSED FULL ACCESS POINT (PEDESTRIAN & VEHICULAR)

SITE DATA TABLE

PROJECT LOCATION	CITY OF LEESBURG, FLORIDA
TOTAL PROJECT AREA	49.12-ACRES±
TOTAL DEVELOPABLE AREA	40.34-ACRES±
WETLAND PRESERVATION AREA	8.78-ACRES±
TOTAL UNITS	135
GROSS DENSITY	2.7 DU/AC.
COMMON OPEN SPACE	15.23 AC. (31% OF PROJECT AREA)
EXISTING ZONING (LAKE COUNTY)	R-6 & CFD
PROPOSED ZONING (LEESBURG)	PUD
EXISTING FLU (LAKE COUNTY)	URBAN LOW DENSITY
PROPOSED FLU (LEESBURG)	ESTATE RESIDENTIAL



0 60 120 240
1"=120'

PREPARED FOR: CALDWELL
09 MAY 2024 ESTATES, LLC



NOTES:

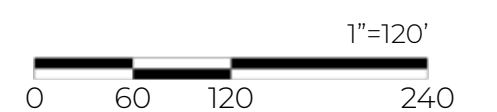
1. PROTECTED TREES ARE DEFINED IN THE CITY OF LEESBURG LDC SEC. 25-337.1 AS:
 - ALL TREES AND PALMS NATIVE TO FLORIDA OR FLORIDA FRIENDLY, INCLUDING, BUT NOT LIMITED TO THOSE IDENTIFIED WITHIN THE PROTECTED TREE LIST FOUR (4) INCHES OR LARGER IN DIAMETER AT BREAST HEIGHT.
 - SAND PINE AND XERIC OAK SCRUB COMMUNITY FOUR (4) INCHES DIAMETER OR LARGER AT BREAST HEIGHT.
 - WETLAND TREES OF ANY SIZE.
 - HISTORIC, SPECIMEN, AND HERITAGE TREES.
2. TREE REMOVAL PERMIT. IT SHALL BE UNLAWFUL AND A VIOLATION OF THIS SECTION TO CLEAR, KILL OR REMOVE A PROTECTED TREE OR PALM BY ANY METHOD WITHOUT FIRST OBTAINING A TREE REMOVAL PERMIT. WHEN A DEVELOPMENT ORDER IS ISSUED FOR A SITE PLAN, SUBDIVISION OR MASTER PARK PLAN, A SEPARATE TREE REMOVAL PERMIT SHALL NOT BE REQUIRED IF THE TREES TO BE REMOVED ARE IDENTIFIED AND MITIGATED ON THE APPROVED LANDSCAPE PLAN. APPROVAL OF A PRELIMINARY PLAT DOES NOT AUTHORIZE APPROVAL FOR THE REMOVAL OF TREES OR OTHER VEGETATION. ANY TREE REMOVAL PERMIT SHALL REQUIRE REPLACEMENT TREES IN COMPLIANCE WITH THIS SECTION AND SHALL SPECIFY THE SCHEDULE WHEN TREES WILL BE REMOVED AND WHEN SUCH REPLACEMENT TREES WILL BE PLANTED.

LEGEND	
	PROTECTED TREE (701 TOTAL)
	PROPERTY LINE



POE STREET RESIDENTIAL

Master Development Plan



PREPARED FOR:
09 MAY 2024

CALDWELL
ESTATES, LLC

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

DATE: May 10, 2024
OWNER: Joyce D Caldwell Trust
PETITIONER: Sean Myers, Brightleaf Properties
PROJECT: Poe Road Subdivision
REQUEST: Small Scale Comprehensive Plan to Estate Residential and Rezoning to PUD
(Planned Unit Development)
CASE NO.: SSCP-24-87, PUD-24-88

GENERAL LOCATION: North of Poe Street and south of County Road 473

FUTURE LAND USE DESIGNATION: Lake County Urban Low Density

SURROUNDING FUTURE LAND USE DESIGNATION:

North –	Lake County Urban Low Density
South –	City Estate Residential, Lake County Urban Low Density
East –	Lake County Urban Low Density
West –	Lake County Urban Low Density

PROPOSED FUTURE LAND USE DESIGNATION: Estate Residential

EXISTING ZONING DESIGNATION: Lake County CFD (Community Facility District) and R-6
(Urban Residential District)

SURROUNDING ZONING DESIGNATIONS:

North –	Lake County R-1 (Rural Residential), R-6 (Urban Residential District)
South –	City of Leesburg PUD (Planned Unit Development), Lake County R-1 (Rural Residential), R-6 (Urban Residential District)
East –	Lake County R-6 (Urban Residential District)
West –	Lake County R-6 (Urban Residential District)

PROPOSED ZONING DESIGNATION: PUD (Planned Unit Development)

EXISTING LAND USE: Vacant undeveloped

SURROUNDING LAND USE:

North –	Vacant Residential
South –	Pasture Improved, Single-Family
East –	Vacant Residential, Single-Family
West –	Vacant Residential

PROPOSED LAND USE: Single-family detached residential

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

DATE: May 17, 2024
OWNER: Joyce D Caldwell Trust
PETITIONER: Sean Myers, Brightleaf Properties
PROJECT: Poe Road Subdivision
REQUEST: Small Scale Comprehensive Plan to Estate Residential and Rezoning to PUD (Planned Unit Development)
CASE NO.: SSCP-24-87, PUD-24-88

THE FOLLOWING COMMENTS RECEIVED FROM EACH DEPARTMENT:

POLICE

No comments received as of 5/17/24

FIRE

In reference to Case Number SSCP-24-87, PUD-24-88

NFPA 1710 Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Career Fire Departments, 2020 Edition. The subject property referenced in Case Number SSCP-24-87, PUD-24-88 is outside the recommended four-minute response time for initial responding fire apparatus.

4.1 Fire Department Organizational Statement.

4.1.2.1

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

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

Caption Amanda Stevenson 4/10/24

ELECTRIC

“This is outside Leesburg Electric Service territory. No objections.” Steve Davis 3/28/24

GAS

“No Comment.” Wayne Williams 3/28/24

GIS

“GIS has no comments.” Nicholas Tota 3/28/2024

BUILDING

No comments received as of 5/17/24

PUBLIC WORKS

“Public Works has no issues with this. Developer will most likely have to tie into City Water and Sewer at the corner of Radio Rd and Poe Street once Troon Creek completes construction.” Cliff Kelsey 3/28/24

ADDRESSING

No comments received as of 5/17/24

ECONOMIC DEVELOPMENT

No comments received as of 5/17/24

LAKE COUNTY PUBLIC WORKS

Please see attached Lake County Public Works comments 4/11/24

LAKE COUNTY SCHOOLS

No comments received as of 5/17/24

PUBLIC RESPONSES

Approval

No comments received as of 5/17/24

Disapproval

No comments received as of 5/17/24



Department of Public Works, Engineering Division
P.O. Box 7800 • 350 N. Sinclair Ave. • Tavares, FL 32778

March 1, 2024

Dianne Yekel,
Senior Planner
City of Leesburg
Planning and Zoning Department
204 North 5th Street
Leesburg, Florida 34749
(sent via email)

RE: PROJECT: Poe Street Subdivision / Planned Unit Development
CASE NO.: PUD-24-88

Thank you for requesting our comments on this planned unit development.

The below information neither constitutes an approval nor a denial by Lake County Board of County Commissioners or Lake County staff. Specifically, the County Commissioners have neither discussed nor voted on this project. These recommendations are only from the Lake County Department of Public Works. The Office of Planning and Zoning, Office of Building Services, Office of Fire Rescue, and other associated offices have NOT provided comments on this development. Further input by these groups may be required.

Lake County Department of Public Works recommended requirements for Poe Street Subdivision PUD impacts to roadways and drainage systems:

P 352.253.6000 • F 352.253.9025
Board of County Commissioners • www.lakecountyfl.gov

Douglas B. Shields
District 1

Sean M. Parks, AICP, QEP
District 2

Kirby Smith
District 3

Leslie Campione
District 4

Josh Blake
District 5

Poe Street:

- Access from Poe Street, a county maintained paved road, will require permitting with Lake County Public Works Department. The access must meet the county transportation and access management standards. Please coordinate the design of the access and any other necessary road and right-of-way improvements with the Engineering Division of the Lake County Public Works Department.
- Turn lanes will be required on Poe Street at the Developments proposed entrances.
- A preliminary review of the right-of-way for Poe Street return with some deeded right-of-way. A detailed survey of Poe Street will be required that includes all property lines, right-of-way, surface/above ground utilities, and other features of the right-of-way.
- Additional right-of-way for Poe Street will be required to meet the minimum requirements for a local road to accommodate the offsite road improvements, utilities, sidewalks, and maintaining the roadside drainage. The standard minimum right-of-way measured from centerline of the road is 33-ft. Further evaluation will be performed with subdivision plans based on impacts due to drainage, sidewalk, turn lanes, shoulders, etc.
- A sidewalk will be required along the entire frontage of Poe Street to meet both city and county requirements.

CR 473:

- The development will be required to provide a dedicated left turn lane (northbound) on CR 473 at the intersection with Poe Street. Additional alignment and roadway improvements may also be required and will be further evaluated with future development application.

Radio Road:

- The development will have traffic impacts to the intersection of Radio Road and Poe Street. Further evaluation of the impacts will be required with the traffic impact study and future development application.

Traffic:

- The traffic methodology was shared with Lake County but the Traffic Impact Study for the development has not been provided for review. Please have the applicant provide the TIS to the Lake County Public Works Department and City of Leesburg for review.

Stormwater Management:

- The site's stormwater management design will need to be reviewed by Lake County when submitted to both the City of Leesburg and St Johns River Water Management District. We may require Lake County stormwater design standards on ponds that outfall or affect surrounding unincorporated lands.

Please be advised that this letter pertains to transportation, access management, stormwater, and floodplain related impacts foreseen from the proposed PUD application as reviewed by Lake County Department of Public Works. This letter does not include any land use, zoning, or any

PROJECT: Poe Street Subdivision/ Planned Unit Development
CASE NO.: PUD-24-88

other elements that may be addressed by other departments, such as Lake County Department of Economic Growth - Office of Planning and Zoning.

Please contact me if you have any questions concerning the comments and recommendations provided in this letter.

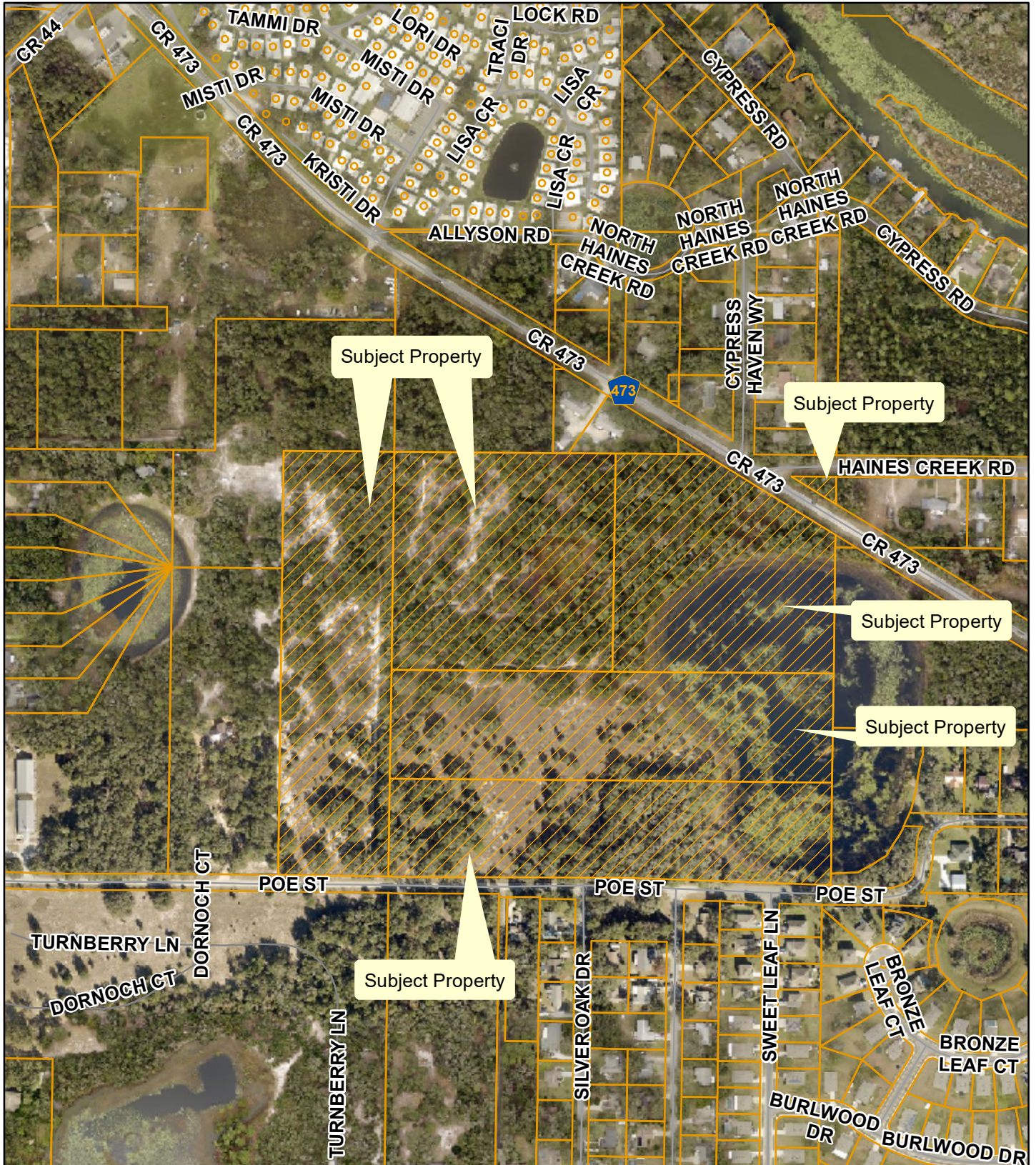
Sincerely,



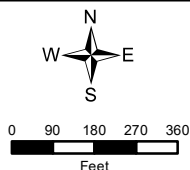
Seth Lynch
Development Engineer/Project Manager
Lake County Department of Public Works
Engineering Division
slynch@lakecountvfl.gov

Cc: Jeff Earhart, Engineering Manager for Lake County
Mike Fitzgerald, Planning Director for Lake County
Janie Barron, Planning Manager for Lake County
Dan Miller, Planning and Zoning Manager for City of Leesburg

Aerial

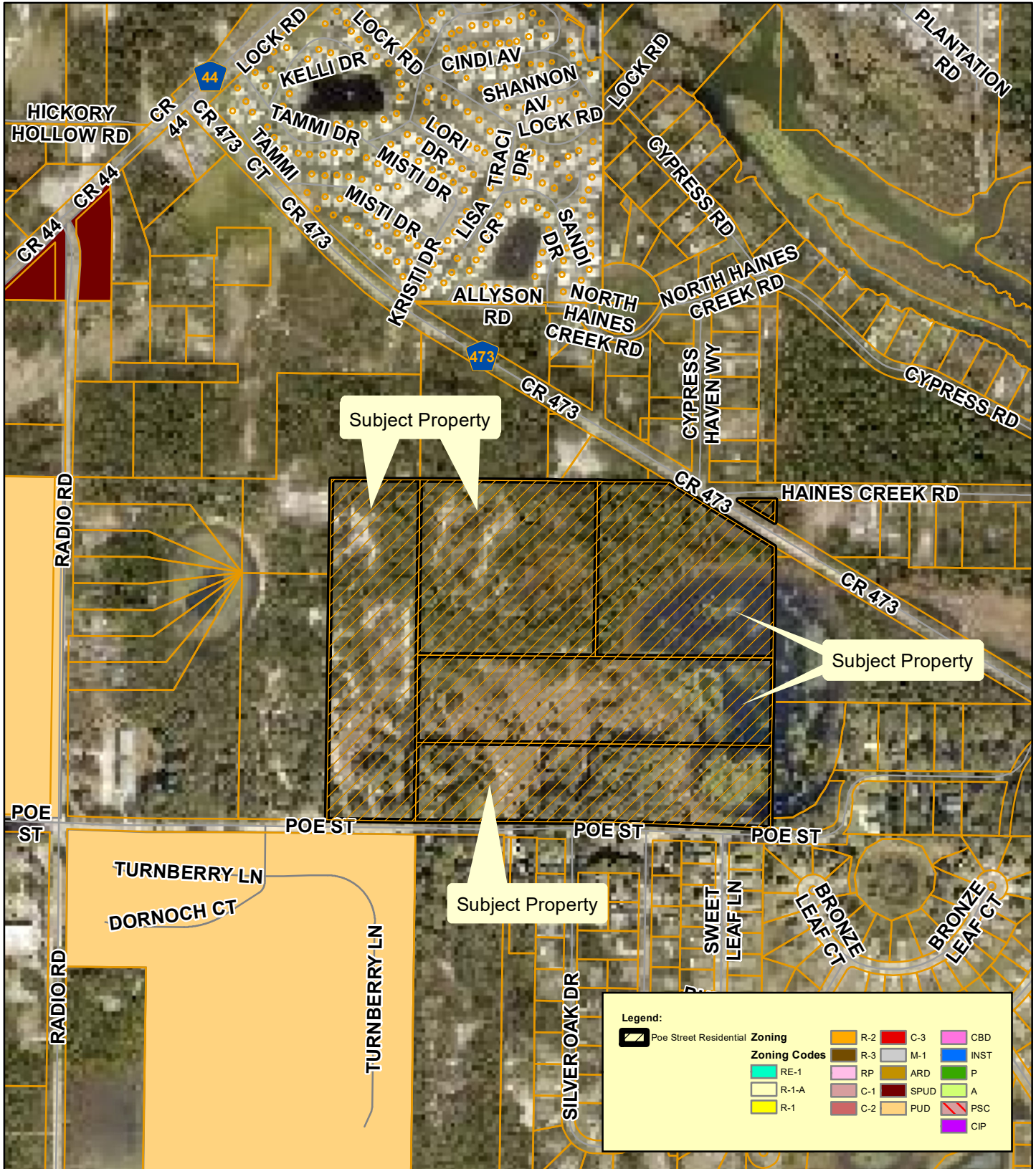


**Planning
& Zoning
Division**

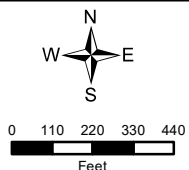


Caldwell Trust Property
 ANN-24-86; SSCP-24-87; PUD-24-88
 AK#: 1388040, 1388309, 1388007, 1388112, 1779201
 Section 02, Township 19 South, Range 25 East
 March 20, 2024

Zoning

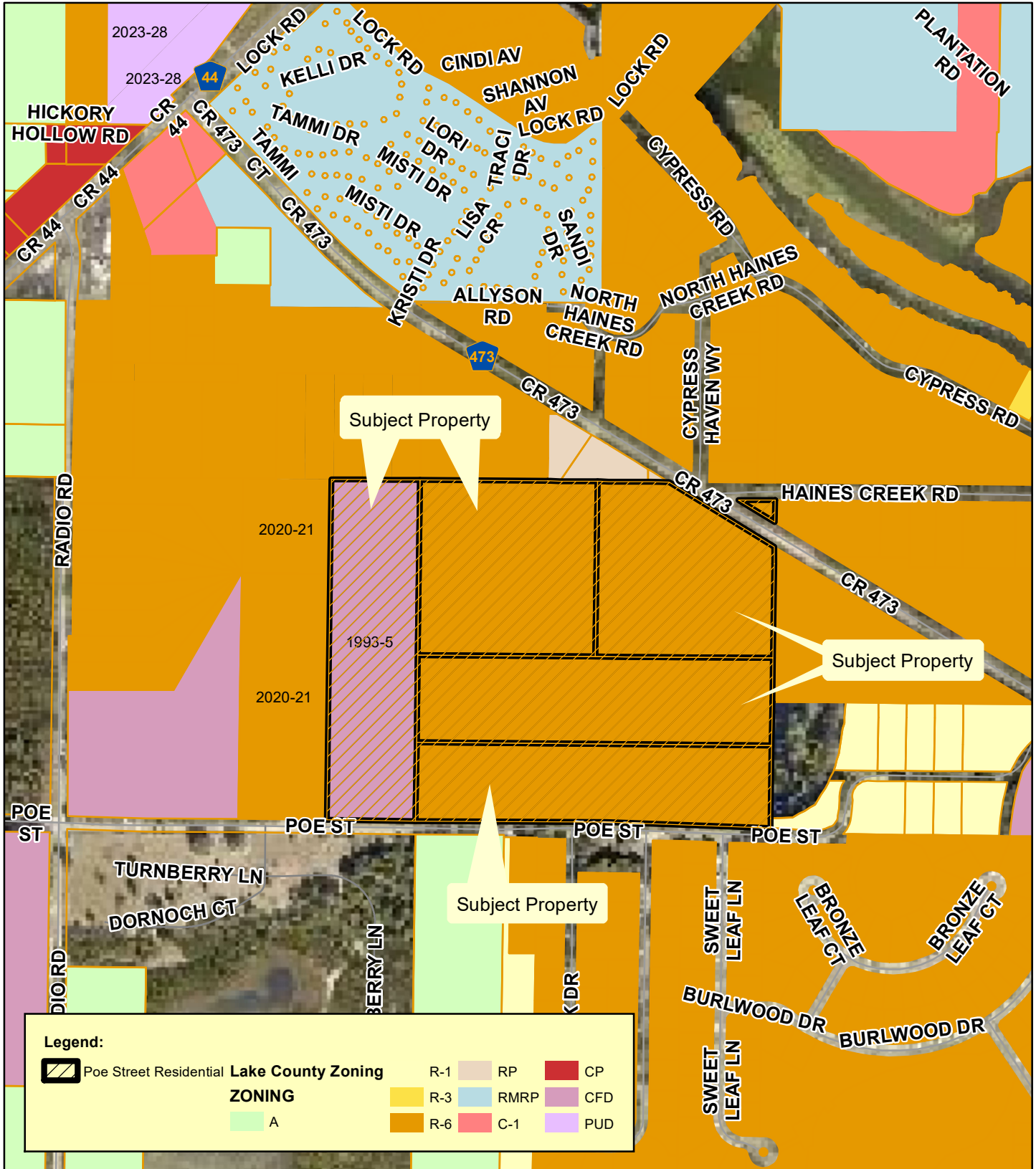


**Planning
& Zoning
Division**

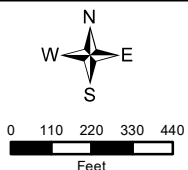


Caldwell Trust Property
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 AK#: 1388040, 1388309, 1388007, 1388112, 1779201
 Section 02, Township 19 South, Range 25 East
 March 20, 2024

Lake County Zoning

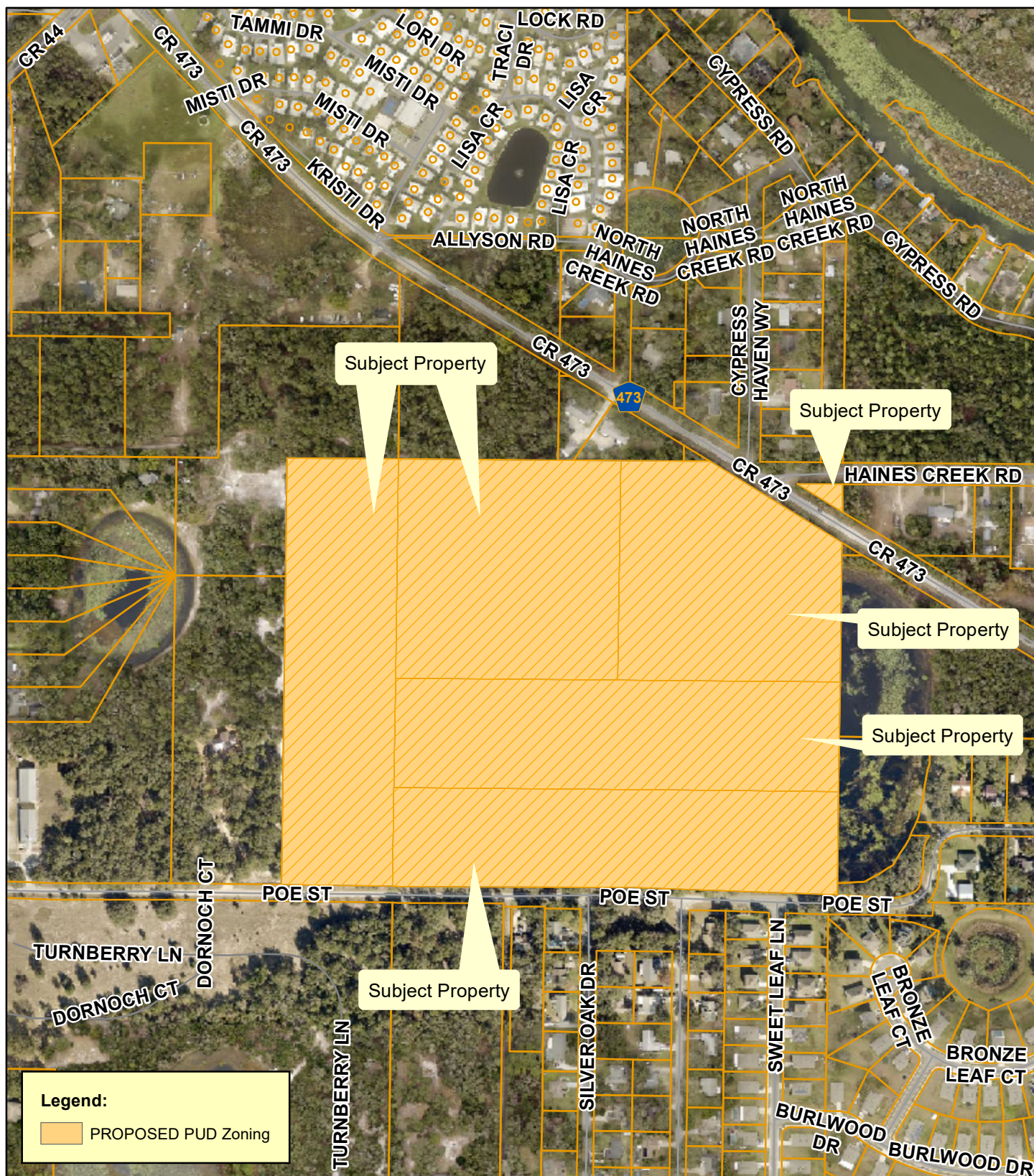


**Planning
& Zoning
Division**

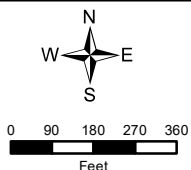


Caldwell Trust Property
 ANNX-24-86; SSCP-24-87; PUD-24-88
 AK#s: 1388040, 1388309, 1388007, 1388112, 1779201
 Section 02, Township 19 South, Range 25 East
 March 20, 2024

PROPOSED PLANNED UNIT DEVELOPMENT ZONING



**Planning
& Zoning
Division**

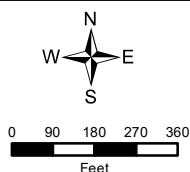


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ANNX-24-86; SSCP-24-87; PUD-24-88
AK#s: 1388040, 1388309, 1388007, 1388112, 1779201
Section 02, Township 19 South, Range 25 East
March 20, 2024

Surrounding Land Use



**Planning
& Zoning
Division**



Caldwell Trust Property
 ANNX-24-86; SSCP-24-87; PUD-24-88
 AK#: 1388040, 1388309, 1388007, 1388112, 1779201
 Section 02, Township 19 South, Range 25 East
 March 20, 2024

POE ROAD SUBDIVISION



Close up of signs that were posted



Looking north into the western side of the subject property on Poe Street



Looking east along Poe Street



Looking south across the street from subject property on Poe Street



Looking west along Poe Street



Looking north into the eastern side of the subject property on Poe Street



Looking east along Poe Street



Looking across the street from subject property



Looking west along Poe Street



Looking southwest into the property on County Road 473



Looking northwest on County Road 473



Looking across the street on County Road 473



Looking southeast on County Road 473

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.A.7.

Meeting Date: August 12, 2024

From: Joseph Mera, (Fire Chief)

Subject: An Ordinance of the City of Leesburg, Florida, consenting to the inclusion of the City of Leesburg, Florida, within the Countywide Municipal Service Taxing Unit for the provision of Ambulance and Emergency Medical Services, as adopted by the Board of County Commissioners of Lake County, Florida; providing for the City to be included within said M.S.T.U. for a specific term of years; providing for conflicts; and providing an effective date.

Staff Recommendation:

Staff recommends approval of the ordinance extending participation in the countywide MSTU for ambulance and emergency medical services.

Analysis:

The Board of County Commissioners for Lake County enacted an ordinance creating a municipal service taxing unit (the “MSTU”) to fund the provision of ambulance and emergency medical services within the MSTU. On July 25, 2009, the City passed Ordinance No. 00-29 which included the City within the MSTU. The current term expires on September 30, 2024, and it is appropriate to extend the City’s participation in the MSTU for an additional year.

Procurement Analysis:

N/A

Options:

1. Approve the ordinance extending the timeframe for participation in the MSTU; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

The MSTU provides the funding source for the provision of ambulance services in Leesburg and Lake County.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CONSENTING TO THE INCLUSION OF THE CITY OF LEESBURG, FLORIDA, WITHIN THE COUNTYWIDE MUNICIPAL SERVICE TAXING UNIT FOR THE PROVISION OF AMBULANCE AND EMERGENCY MEDICAL SERVICES, AS ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS OF LAKE COUNTY, FLORIDA; PROVIDING FOR THE CITY TO BE INCLUDED WITHIN SAID M.S.T.U. FOR A SPECIFIC TERM OF YEARS; PROVIDING FOR CONFLICTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners for Lake County determined that the best mechanism to secure the necessary funding to provide ambulance service was to create a countywide municipal service taxing unit authorizing the County to levy ad valorem taxes therein for the provision of ambulance and emergency medical services, and has enacted an ordinance creating that municipal service taxing unit; and

WHEREAS, Section 125.01(1)(q), Florida Statutes, provides that boundaries of a municipal service taxing unit may include all or part of the boundaries of a municipality if the affected municipality consents, by ordinance, to be included therein; and

WHEREAS, the City Commission of the City of Leesburg, Florida has determined that it is in the best interest of and serves the health, safety, and general welfare of the residents of Leesburg to include the City of Leesburg within the Lake County municipal service taxing unit for ambulance and emergency medical services; and

WHEREAS, Lake County's ordinance expressed its intent to include the City of Leesburg within the boundaries of the Lake County Municipal Taxing Unity for Ambulance and Emergency Medical Services (the "MSTU"), subject to the adoption of an approving ordinance by the City Commission of the City of Leesburg; and

WHEREAS, the City Commission of the City of Leesburg, Florida, previously agreed by Ordinance No. 00 - 29, and subsequent ordinances extending the approval, to be included in the MSTU, which has been mutually beneficial; and

WHEREAS, the City once again wishes to extend its inclusion within the MSTU for an additional one (1) year term upon expiration of the current term on September 30, 2024.

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

SECTION I. The City Commission of the City of Leesburg hereby consents to the inclusion of the City of Leesburg within the boundaries of the "Lake County Municipal Service Taxing Unity for Ambulance and Emergency Medical Services."

SECTION II. The date on which Ordinance No. 00-29 expires is hereby amended to September 30, 2025.

SECTION III. All ordinances or part of ordinances which are in conflict with this Ordinance are hereby repealed, to the extent necessary to alleviate the conflict, but shall continue in effect insofar as they are not in conflict herewith, unless repeal of the conflicting portion destroys the overall intent and effect of any of the conflicting ordinance, in which case those ordinances so affected shall be hereby repealed in their entirety.

SECTION IV. 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 V. This Ordinance shall become effective upon its passage and adoption according to law.

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

THE CITY OF LEESBURG, FLORIDA

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

Attest: _____
J. Andi Purvis, City Clerk

Business Impact Estimate

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes.

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City's website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference:

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CONSENTING TO THE INCLUSION OF THE CITY OF LEESBURG, FLORIDA, WITHIN THE COUNTYWIDE MUNICIPAL SERVICE TAXING UNIT FOR THE PROVISION OF AMBULANCE AND EMERGENCY MEDICAL SERVICES, AS ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS OF LAKE COUNTY, FLORIDA; PROVIDING FOR THE CITY TO BE INCLUDED WITHIN SAID M.S.T.U. FOR A SPECIFIC TERM OF YEARS; PROVIDING FOR CONFLICTS; AND PROVIDING AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law¹ for the proposed ordinance, but the City is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☒ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
 - c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or

¹ See Section 166.041(4)(c), Florida Statutes.

d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City hereby publishes the following information:

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):

The City Commission of the City of Leesburg, Florida has determined that it is in the best interest of and serves the health, safety, and general welfare of the residents of Leesburg to include the City of Leesburg within the Lake County municipal service taxing unit for ambulance and emergency medical services. The purpose of the ordinance is formally consent to the inclusion of the City of Leesburg within the boundaries of the "Lake County Municipal Service Taxing Unity for Ambulance and Emergency Medical Services."

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, if any: **Property owners will be assessed at 0.4629 Mills**

(a) An estimate of direct compliance costs that businesses may reasonably incur; **Varies per property.**

(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and **Existing assessment being extended.**

(c) An estimate of the City's costs, including estimated revenues from any new charges or fees to cover such costs. **No new charges or fees proposed.**

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance: **All businesses in the city limits.**

4. Additional information the governing body deems useful (if any): **N/A**

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.C.1.

Meeting Date: August 12, 2024

From: Al Minner, (City Manager)

Subject: City Manager Evaluation

Staff Recommendation:

As may be determined by the City Commission.

Analysis:

The purpose of this item is to provide a performance review for the City Manager.

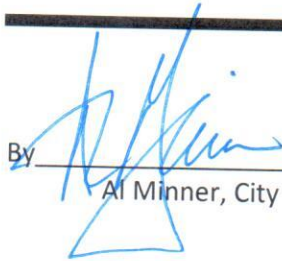
Procurement Analysis:

Options:

Fiscal Impact:



CITY MANAGER SELF PERFORMANCE EVALUATION
AUGUST 2023 – JULY 2024
City Manager Al Minner

By  8/2/24
Al Minner, City Manager

CITY MANAGER RATINGS

Please rate the City Manager with a 1-5 in the following competency areas, with the below rating scale:

RATING	PERFORMANCE MEASURE
1	Unacceptable
2	Needs Improvement
3	Satisfactory
4	High Level of Performance
5	Exceptional Performance

COMPETENCY AREA	COMMENTS	RATING
Strategic Leadership ➤ Able to inspire, influence and enable others to achieve a specific mission.	There is a core group of leaders and managers that continue to place the City in a good position. Many of which have been hired/promoted by the City Manager (CM). And the CM does a great job of blending consensus and accomplishing goals.	5
Commission Relations ➤ Is responsive to Commission direction.	The CM needs to endeavor to be more inclusive with Commissioners whose direction does not correspond with the prevailing majority. However, the CM spends considerable time with individual Commissioners, is consistently available and works to the best of his ability, and within guidelines, to ensure that individual goals (and collective goals) are accomplished.	3

Citizen Relations ➤ Maintains positive and responsive relations with citizens.	The CM has a reputation for getting “things” accomplished, while being honest and helpful. He is also known for being candid when direct answers are required.	4
Staffing/Selection of Management Staff ➤ Recruits and retains competent personnel.	The Department Head tam is capable and strong. The CM is very optimistic about the Deputy City Manager position. And concern still lingers with regard to entry level hires and its effects on the organization.	4
Knowledge of Governmental Operations ➤ Solid understanding with regard to governmental operations.		5
Decision Making ➤ Acts on and consistently makes good and timely decisions.		5
Personnel Management ➤ Able to lead, motivate and manage personnel.		4
Execution of Policy ➤ Able to understand, implement and execute Commission Policy.		4
Fiscal Management ➤ Manages, maintains and recommends fiscally sound practices.	The FY 25 Budget reflects a greater body of work during the entire tenure of the CM. It uses resources effectively to achieve goals in planning new CIPs, lowering the Electric transfer and improving public safety.	5
Budget Management ➤ Able to develop and manage municipal budget.		5
Communications ➤ Able to effectively communicate with the Commission and staff.		4
Delivery of Municipal Services ➤ Develops and maintains an organization that delivers timely services efficiently.		4
Public Relations ➤ Has effective media program and responsive to citizen concerns		4

Commission Meetings ➤ Is prepared for meetings and develops well organized and informative agendas.	Meetings are effective and timely and the CM is generally well prepared. This occurs on all matters that are not quasi-judicial.	5
Visionary/Direction Settings ➤ Able to develop, articulate, implement and assist in the development of organizational goals.	The CM is skilled at presenting recommendations and does a better job at facilitating a singular, blending agenda.	4
Character/Attitude ➤ Acts as a positive role model with a positive and infectious attitude. Maintains highest degree of ethical standards.	Overall the CM is, and has been, recognized for his dedication, knowledge and effectiveness. From time to time the CM can be trenchant and may need to tone down his "sharp edges".	4
Planning ➤ Able to develop, manage, implement and execute plans.		4
Problem Solving ➤ Able to solve problems, be creative and initiate solutions.		5
Community Involvement ➤ Maintains a presence in community and actively participates in community events.		3
Relationship with Governmental Agencies ➤ Maintains good relations with other governmental agencies.		5
Able to Implement Council Goals ➤ (To answer this rating, compare the CM accomplishment with the goals established pursuant to Resolution #11,343 (Attached).		4

CM ADDITIONAL COMMENTS

NONE.

CMRECOMMENDED GOALS FOR THE COMING YEAR

CM has recommended FY 2025 goals (Next year's goals) for the City Commission to consider. Upon the Commission completing this form and listing individual goals, the Commission goals will be discussed publicly and then set for the next year. The City manager will then work on these adopted goals for the next year. The FY 25 goals should be specific, measurable, achievable, realistic and timely (SMART Goals).

1. Bid, Manage and Complete Susan Street and Marina Projects
2. Move Gas Department w/ Electric and Clerk components
3. Implement a new electric metering system that will replace the phase-out of the GE Contract.
4. Improve Electric Department Cash Position (Rate increase may be required)
5. Implement the Police and Fire staff modifications
6. Complete Turnpike Treatment Plant
7. Complete Airport Hangar Site and Construction projects
8. Development and implement downtown modifications such as
 - a. Moving into the Tropic
 - b. Parking on Magnolia and other DT side streets
 - c. Consider next phase of DT Improvements
9. Continue to find projects and avenues to remove Blight.



CITY MANAGER PERFORMANCE EVALUATION

AUGUST 2023 – JULY 2024

City Manager Al Minner

By

Signature

City Commissioner (Print Name)

CITY MANAGER RATINGS

Please rate the City Manager with a 1-5 in the following competency areas, with the below rating scale:

RATING	PERFORMANCE MEASURE
1	Unacceptable
2	Needs Improvement
3	Satisfactory
4	High Level of Performance
5	Exceptional Performance

COMPETENCY AREA	COMMENTS	RATING
Strategic Leadership ➤ Able to inspire, influence and enable others to achieve a specific mission.		3
Commission Relations ➤ Is responsive to Commission direction.	Does not ALWAYS Give Each Commissioner the same respect	2
Citizen Relations ➤ Maintains positive and responsive relations with citizens.	C.M. Comes off Rude and short sometimes dealing with citizens at Commission meeting	2
COMPETENCY AREA	COMMENTS	RATING
Staffing/Selection of Management Staff ➤ Recruits and retains competent personnel.		3

Knowledge of Governmental Operations ➤ Solid understanding with regard to governmental operations.		4
Decision Making ➤ Acts on and consistently makes good and timely decisions.		3
Personnel Management ➤ Able to lead, motivate and manage personnel.		3
Execution of Policy ➤ Able to understand, implement and execute Commission Policy.		3
Fiscal Management ➤ Manages, maintains and recommends fiscally sound practices.		4
Budget Management ➤ Able to develop and manage municipal budget.		4
Communications ➤ Able to effectively communicate with the Commission and staff.	Keeps some Commissioner's more informed than others on what is going on	2
Delivery of Municipal Services ➤ Develops and maintains an organization that delivers timely services efficiently.		3
Public Relations ➤ Has effective media program and responsive to citizen concerns		3
Commission Meetings ➤ Is prepared for meetings and develops well organized and informative agendas.		4

COMPETECY AREA	COMMENTS	RATING
Visionary/Direction Settings ➤ Able to develop, articulate, implement and assist in the development of organizational goals.		4

Character/Attitude ➤ Acts as a positive role model with a positive and infectious attitude. Maintains highest degree of ethical standards.		3
Planning ➤ Able to develop, manage, implement and execute plans.		3
Problem Solving ➤ Able to solve problems, be creative and initiate solutions.		3
Community Involvement ➤ Maintains a presence in community and actively participates in community events.		3
Relationship with Governmental Agencies ➤ Maintains good relations with other governmental agencies.		3
Able to Implement Council Goals ➤ (To answer this rating, compare the CM accomplishment with the goals established pursuant to Resolution #11,343 (Attached).		3

COMMISSION MEMBER ADDITIONAL COMMENTS

COMMISSION MEMBERS GOALS FOR THE COMING YEAR

Commission Members should identify the FY 2025 goals (Next year's goals) for the City Manager to strive towards accomplishing. Upon the Commission completing this form and listing individual goals, the Commission goals will be discussed publicly and then set for the next year. The City manager will then work on these adopted goals for the next year. The FY 25 goals should be specific, measurable, achievable, realistic and timely (SMART Goals).

1. Promoting the City to Attract

• Commercial Development

3. _____

4. _____

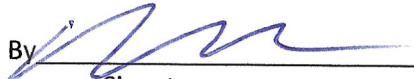
5. _____



CITY MANAGER PERFORMANCE EVALUATION

AUGUST 2023 – JULY 2024

City Manager Al Minner

By 
Signature

Mike Pederson

City Commissioner (Print Name)

CITY MANAGER RATINGS

Please rate the City Manager with a 1-5 in the following competency areas, with the below rating scale:

RATING	PERFORMANCE MEASURE
1	Unacceptable
2	Needs Improvement
3	Satisfactory
4	High Level of Performance
5	Exceptional Performance

COMPETENCY AREA	COMMENTS	RATING
Strategic Leadership ➤ Able to inspire, influence and enable others to achieve a specific mission.		5
Commission Relations ➤ Is responsive to Commission direction.		5
Citizen Relations ➤ Maintains positive and responsive relations with citizens.		5

COMPETENCY AREA	COMMENTS	RATING
Staffing/Selection of Management Staff ➤ Recruits and retains competent personnel.		5
Knowledge of Governmental Operations ➤ Solid understanding with regard to governmental operations.		5
Decision Making ➤ Acts on and consistently makes good and timely decisions.		5
Personnel Management ➤ Able to lead, motivate and manage personnel.		5
Execution of Policy ➤ Able to understand, implement and execute Commission Policy.		5
Fiscal Management ➤ Manages, maintains and recommends fiscally sound practices.		5
Budget Management ➤ Able to develop and manage municipal budget.		5
Communications ➤ Able to effectively communicate with the Commission and staff.		5
Delivery of Municipal Services ➤ Develops and maintains an organization that delivers timely services efficiently.		5
Public Relations ➤ Has effective media program and responsive to citizen concerns		4
Commission Meetings ➤ Is prepared for meetings and develops well organized and informative agendas.		5

COMPETECY AREA	COMMENTS	RATING
Visionary/Direction Settings ➤ Able to develop, articulate, implement and assist in the development of organizational goals.		5
Character/Attitude ➤ Acts as a positive role model with a positive and infectious attitude. Maintains highest degree of ethical standards.		5
Planning ➤ Able to develop, manage, implement and execute plans.		5
Problem Solving ➤ Able to solve problems, be creative and initiate solutions.		5
Community Involvement ➤ Maintains a presence in community and actively participates in community events.		3
Relationship with Governmental Agencies ➤ Maintains good relations with other governmental agencies.		4
Able to Implement Council Goals ➤ (To answer this rating, compare the CM accomplishment with the goals established pursuant to Resolution #11,343 (Attached).		5

COMMISSION MEMBER ADDITIONAL COMMENTS

AL MINNER DOES A GREAT JOB LEADING OUR CITY AND I AM VERY PLEASED WITH HIS JOB PERFORMANCE. HIS KNOWLEDGE OF GOVERNMENTAL AND UTILITY OPERATIONS IS IMPRESSIVE AND MAKES OUR CITY BETTER. AN AREA OF IMPROVEMENT WOULD BE COMMUNITY INVOLVEMENT (BEING MORE VISIBLE IN THE COMMUNITY).

COMMISSION MEMBERS GOALS FOR THE COMING YEAR

Commission Members should identify the FY 2025 goals (Next year's goals) for the City Manager to strive towards accomplishing. Upon the Commission completing this form and listing individual goals, the Commission goals will be discussed publicly and then set for the next year. The City manager will then work on these adopted goals for the next year. The FY 25 goals should be specific, measurable, achievable, realistic and timely (SMART Goals).

1. _____

2. _____

3. _____

4. _____

5. _____



CITY MANAGER PERFORMANCE EVALUATION

AUGUST 2023 – JULY 2024

City Manager Al Minner

By Alan Reisman
Signature

Alan Reisman
City Commissioner (Print Name)

CITY MANAGER RATINGS

Please rate the City Manager with a 1-5 in the following competency areas, with the below rating scale:

RATING	PERFORMANCE MEASURE
1	Unacceptable
2	Needs Improvement
3	Satisfactory
4	High Level of Performance
5	Exceptional Performance

COMPETENCY AREA	COMMENTS	RATING
Strategic Leadership ➤ Able to inspire, influence and enable others to achieve a specific mission.	The CM does a good job getting people the right tools for the mission.	4
Commission Relations ➤ Is responsive to Commission direction.	The CM is overall responsive to the Commissions direction	3
Citizen Relations ➤ Maintains positive and responsive relations with citizens.	The CM does a good job at this. Could work on delivery but he isn't afraid to defend staff.	3

COMPETENCY AREA	COMMENTS	RATING
Staffing/Selection of Management Staff ➤ Recruits and retains competent personnel.	The CM has put a very professional team around him.	4
Knowledge of Governmental Operations ➤ Solid understanding with regard to governmental operations.	The CM is well versed in this.	4
Decision Making ➤ Acts on and consistently makes good and timely decisions.	The CM usually has his hand on the pulse when it comes to this.	3
Personnel Management ➤ Able to lead, motivate and manage personnel.	From what I can see the CM does a good job. We can always look at new ways to lead, motivate our teams.	3
Execution of Policy ➤ Able to understand, implement and execute Commission Policy.	The CM does a good job at execution of policy.	4
Fiscal Management ➤ Manages, maintains and recommends fiscally sound practices.	The CM is fiscally responsible.	4
Budget Management ➤ Able to develop and manage municipal budget.	The CM brings a very detailed and thought-out budget. He has a great team	5
Communications ➤ Able to effectively communicate with the Commission and staff.	This has improved. The CM has implemented along with staff new reports. We can always look for additional ways to improve communication.	3
Delivery of Municipal Services ➤ Develops and maintains an organization that delivers timely services efficiently.	The CM works hard with his team to ensure municipal services are top notch and projects are delivered on a timely manner.	5
Public Relations ➤ Has effective media program and responsive to citizen concerns	We have a great in-house media division. I would like to see this grow to open lines of communication from the government to our residents.	3
Commission Meetings ➤ Is prepared for meetings and develops well organized and informative agendas.	The CM is prepared for meetings and if something arises, he always takes notes or gets residents to the appropriate person	5

COMPETECY AREA	COMMENTS	RATING
Visionary/Direction Settings ➤ Able to develop, articulate, implement and assist in the development of organizational goals.	The CM is good at taking Commissioners or staff's recommendation and executing.	3
Character/Attitude ➤ Acts as a positive role model with a positive and infectious attitude. Maintains highest degree of ethical standards.	The CM over is positive and keeps most things above board.	3
Planning ➤ Able to develop, manage, implement and execute plans.	The CM has a good DH team around him to help him develop, manage and implement and execute plans	4
Problem Solving ➤ Able to solve problems, be creative and initiate solutions.	The CM is creative and is looking for solutions to solve problems.	4
Community Involvement ➤ Maintains a presence in community and actively participates in community events.	We as government or elected officials can always improve on this.	3
Relationship with Governmental Agencies ➤ Maintains good relations with other governmental agencies.	The CM has an overall good relationship with other governmental agencies.	4
Able to Implement Council Goals ➤ (To answer this rating, compare the CM accomplishment with the goals established pursuant to Resolution #11,343 (Attached).	The CM is actively working towards our staffs and City commissions goals.	4

COMMISSION MEMBER ADDITIONAL COMMENTS

WE'VE HAD SOME UPS AND DOWNS, BUT I WILL SAY THE OVERALL COMMUNICATION/ RELATIONSHIP WITH COMMISSIONERS AT LEAST ON MY PART HAS IMPROVED. I HOPE THIS CONTINUES WITH NOT ONLY THE CM BUT ALL DEPARTMENT HEADS KEEPING THE CM INFORMED SO THAT HE CAN INFORM THE COMMISSION AND/OR THE PUBLIC TO THE BEST OF HIS ABILITY.

COMMISSION MEMBERS GOALS FOR THE COMING YEAR

Commission Members should identify the FY 2025 goals (Next year's goals) for the City Manager to strive towards accomplishing. Upon the Commission completing this form and listing individual goals, the Commission goals will be discussed publicly and then set for the next year. The City manager will then work on these adopted goals for the next year. The FY 25 goals should be specific, measurable, achievable, realistic and timely (SMART Goals).

1.Continie to improve public safety

2. Continue to improve aesthetics and remove blight

3. Continue to improve our infrastructure

4.Keep our utilities as low as possible for our residents.

5.Look for ways to open lines of communication with residents.



CITY MANAGER PERFORMANCE EVALUATION

AUGUST 2023 – JULY 2024

City Manager Al Minner

By Allyson Berry 8/12/24
Signature

Allyson Berry
City Commissioner (Print Name)

CITY MANAGER RATINGS

Please rate the City Manager with a 1-5 in the following competency areas, with the below rating scale:

RATING	PERFORMANCE MEASURE
1	Unacceptable
2	Needs Improvement
3	Satisfactory
4	High Level of Performance
5	Exceptional Performance

COMPETENCY AREA	COMMENTS	RATING
Strategic Leadership ➤ Able to inspire, influence and enable others to achieve a specific mission.	The CM has demonstrated leadership by effectively managing city departments and staff to achieve the city's goals. The city is moving forward in a positive and progressive direction.	4
Commission Relations ➤ Is responsive to Commission direction.	The CM is clearly committed to following the directives from the Commission. Timelines are followed, due dates are met, and applicable laws are adhered to.	5
Citizen Relations ➤ Maintains positive and responsive relations	The CM should be mindful to provide patient and diplomatic responses during Public	4

with citizens.	Comments at the Commission meetings.	
COMPETENCY AREA	COMMENTS	RATING
Staffing/Selection of Management Staff ➤ Recruits and retains competent personnel.		4
Knowledge of Governmental Operations ➤ Solid understanding with regard to governmental operations.		5
Decision Making ➤ Acts on and consistently makes good and timely decisions.	The CM has been consistent in hiring staff when needed and making good hiring decisions. The CM should consider extending the time allotted for hiring staff to ensure qualified internal and external applicants are considered.	4
Personnel Management ➤ Able to lead, motivate and manage personnel.		5
Execution of Policy ➤ Able to understand, implement and execute Commission Policy.		5
Fiscal Management ➤ Manages, maintains and recommends fiscally sound practices.		5
Budget Management ➤ Able to develop and manage municipal budget.		5
Communications ➤ Able to effectively communicate with the Commission and staff.		4
Delivery of Municipal Services ➤ Develops and maintains an organization that delivers timely services efficiently.		4
Public Relations ➤ Has effective media program and responsive to citizen concerns		4

Commission Meetings ➤ Is prepared for meetings and develops well organized and informative agendas.	The CM is prepared for all meetings and ensures that Commissioners are informed and prepared by answering questions and providing detailed explanations, if needed. The meetings are informative and usually move accordingly to the agenda items listed.	4
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COMPETECY AREA	COMMENTS	RATING
Visionary/Direction Settings ➤ Able to develop, articulate, implement and assist in the development of organizational goals.	The CM has been articulate and organized in moving the city forward. The CM has excellent project management skills that assists in achieving projected outcomes for each district.	4
Character/Attitude ➤ Acts as a positive role model with a positive and infectious attitude. Maintains highest degree of ethical standards.	The CM is capable of creating a motivating and productive work environment. There have been some instances where responses may have come across as blunt and/or dismissive leaving the impression of few options and limited conversations. There is a genuine commitment to integrity and a noteworthy effort towards transparency.	4
Planning ➤ Able to develop, manage, implement and execute plans.		4
Problem Solving ➤ Able to solve problems, be creative and initiate solutions.		5
Community Involvement ➤ Maintains a presence in community and actively participates in community events.		4
Relationship with Governmental Agencies ➤ Maintains good relations with other governmental agencies.		5
Able to Implement Council Goals ➤ (To answer this rating, compare the CM accomplishment with the goals established pursuant to Resolution #11,343 (Attached).		4

COMMISSION MEMBER ADDITIONAL COMMENTS

COMMISSION MEMBERS GOALS FOR THE COMING YEAR

Commission Members should identify the FY 2025 goals (Next year's goals) for the City Manager to strive towards accomplishing. Upon the Commission completing this form and listing individual goals, the Commission goals will be discussed publicly and then set for the next year. The City manager will then work on these adopted goals for the next year. The FY 25 goals should be specific, measurable, achievable, realistic and timely (SMART Goals).

1. Continue the Home Improvement Grant for District 1.
2. Determine the best process to disseminate the Infilled Lots in District 1.
3. Continue to create programs that will eliminate the blight and crime in District 1.
4. Establish Community Policing procedures in District 1.
5. Enhance the Teen Center's Summer and After School Programs

Miscellaneous Accounts Receivable Customers With Unpaid Balances
Prepared by Finance
June 30, 2024

CURRENTLY WORKED BY PROVIDING DEPARTMENT OR FINANCE

001 Fund

Blastos, Alexander	Working with Marina	Marina Rent	362.14
Chancellor, Daniel	Working with Marina	Marina Rent	502.76
Galbreath, Jean-Paul	Working with Police Dept	Security for Dec 2,2023	360.00
Jam Entertainment	Working with Police Dept	Security for Nov 18,2023	495.00
Jennings, Matthew	Boat not here/ Sent to Attorney	Marina Rent	711.99
Johnson, Steve	Working with Marina	Marina Rent	358.52
Porter-Shaw, Breanna	Working with Police Dept	Security for Jan 28,2023	40.00
The Card Company	Working with Police Dept	Security for Dec 8,2023	180.00
			<u>3,010.41</u>

013 Fund

Calhoun, Contessa	Working with Housing Dept	Housing Rent	2,641.00
Piard, Marie	Working with Housing Dept	Housing Rent	1,927.00
			<u>4,568.00</u>

042 Fund

Centurylink of Florida	Working with Gas Dept	USIC Locating Services	4,596.00
			<u>4,596.00</u>

046 Fund

Johnson & Laux Construction	Working with Public Works	Solid Waste Rolloff	616.50
			<u>616.50</u>

064 Fund

Jason Harbison	Working with Human Resources	Retiree Health Insurance	6,972.63
			<u>6,972.63</u>

Total 19,763.54

001 FUND TOTAL	\$	3,010.41
013 FUND TOTAL	\$	4,568.00
042 FUND TOTAL	\$	4,596.00
046 FUND TOTAL	\$	616.50
064 FUND TOTAL	\$	6,972.63
	\$	<u><u>19,763.54</u></u>

Expected write offs as of Jun 30, 2024

Every September, the Finance Director informs the Commission the dollar amount of customer accounts to be written off. Listed below are the amounts for the prior fiscal years and how the City is trending for fiscal years 2022 and 2023

Fiscal Write Off Year	Projected Written Off	Actual Written Off	Add'l Amount Collected
2022-2023	\$ -		
2021-2022	281,753	350,141	68,388
2020-2021	307,042	22,615	(284,427)
2019-2020	284,281	635,544	351,263
2018-2019	342,912	284,276	(58,636)
2017-2018	394,427	268,001	(126,426)
2016-2017	345,913	314,552	(31,361)
2015-2016	491,091	440,511	(50,580)
2014-2015	431,543	364,023	(67,519)
2013-2014	292,507	258,246	(34,261)
2012-2013	280,544 *	216,319	(64,225)
2011-2012	380,227 *	341,414	(38,813)

Projected Fiscal year 2023 - Month by Month 10/01/22- 09/30/23

Month	Amount Written Off	Number of Accounts	
		Commercial	Residential
October	\$ 23,873	5	77
November	34,977	1	90
December	52,217	6	119
January	48,307	4	76
February	53,540	3	88
March	58,912	4	99
April	34,336	1	56
May	29,663	4	64
June	37,858	2	72
July	31,499	2	79
August	23,172	1	62
September	29,405	6	74
Accounts to be written off*	\$ 457,759	39	956
Prior Yr to Date	\$ 281,754	38	748
difference - () negative	\$ (176,005)	(1)	(208)

Projected Fiscal year 2024- Month by Month 10/01/23- 09/30/24

Month	Amount Written Off	Number of Accounts	
		Commercial	Residential
October	\$ 37,620	4	70
November	48,177	3	104
December	40,391	2	79
January	51,778	2	108
February	79,343	11	89
March	26,916	3	78
April	21,640	2	59
May	30,631	7	65
June	21,116	0	65
July			
August			
September			
Accounts to be written off*	\$ 357,612	34	717
Prior Yr to Date	\$ 373,683	30	741
difference - () negative	\$ 16,071	(4)	24

City of Leesburg, Florida
Report of **REVENUES** by Fund
For Period Beginning of October 1, 2023- June 30, 2024 or 75%

Fund Name	REVENUES				LAST YEAR	
	CURRENT YEAR					
	FY 24 Adjusted Budget	FY 24 Revenue	FY 24 Percentage		FY 23 Revenue	FY 23 Percentage
<u>General Fund</u>	34,307,290	28,388,800	83%		24,296,885	79%
<u>Special Revenue Fund</u>						
Housing Assistance	119,200	95,281	80%		97,599	91%
Debt Service Fund	1,720,523	1,720,523	100%		1,608,036	92%
Capital Projects Fund	7,546,147	4,264,243	57%		761,964	12%
Discretionary Sales Tax	3,105,000	2,324,147	75%		2,273,698	87%
Police Forfeiture Fund	-	3,796	0%		41,584	0%
Police Education Fund	-	3,890	0%		3,984	0%
Gas Tax	907,000	656,814	72%		609,101	76%
Police Impact Fees	-	201,057	0%		503,553	0%
Fire Impact Fees	-	68,989	0%		57,003	0%
Recreaton Impact Fees	-	91,551	0%		91,863	0%
Building Fund	1,055,500	807,710	77%		733,278	68%
<u>Community Redevelopment Agencies</u>						
Greater Leesburg CRA fund	921,935	951,820	103%		755,510	100%
Carver Heights CRA fund	921,163	778,919	85%		674,455	103%
Highway 27/441 CRA fund	2,324,964	2,424,350	104%		1,849,113	101%
<u>Enterprise Funds</u>						
Stormwater Utility Fund	2,314,511	1,442,126	62%		1,330,634	69%
Electric Utility Fund	90,148,503	49,478,535	55%		56,404,465	59%
Gas Utility Fund	13,190,694	9,417,709	71%		8,545,257	86%
Water Utility Fund	11,424,054	9,068,788	79%		8,548,473	77%
Wastewater Utility Fund	16,651,523	13,270,644	80%		11,909,087	77%
Solid Waste Utility Fund	5,210,507	3,879,009	74%		3,709,767	75%
Airport Fund	9,554,792	1,530,798	16%		1,290,936	21%
<u>Internal Services Fund</u>						
Health Insurance Fund	7,975,656	5,002,079	63%		5,937,531	76%
Workers Comp Insurance Fund	1,256,311	1,042,142	83%		858,117	74%
Fleet Maintenance Fund	4,022,175	2,452,430	61%		2,288,572	60%
<u>Pension Trust Funds</u>						
Police Retirement Trust Fund	2,635,885	4,336,898	165%		3,910,330	176%
Fire Retirement Trust Fund	1,856,924	4,613,773	248%		3,853,528	224%
General Employees Trust Fund	3,190,000	5,503,633	173%		5,390,235	166%
Use of Fund Balance (Various funds)	73,265,914					
Total All Funds	295,626,171	153,820,454	69%		148,334,558	70%

City of Leesburg, Florida
Report of **EXPENSES** by Fund
For Period Beginning of **October 1, 2023- June 30, 2024** or **75%**

Fund Name	EXPENSES					
	CURRENT YEAR				LAST YEAR	
	FY 24 Adjusted Budget	FY 24 Expenses	FY 24 Percentage		FY 23 Expenses	FY 23 Percentage
<u>General Fund</u>	36,397,040	25,765,132	71%		22,216,492	68%
<u>Special Revenue Fund</u>						
Housing Assistance	143,021	89,531	63%		107,178	66%
Debt Service Fund	1,720,523	1,606,462	93%		1,606,138	92%
Capital Projects Fund	13,455,931	5,516,568	41%		991,490	8%
Discretionary Sales Tax	3,178,006	1,901,668	60%		379,943	14%
Police Forfeiture Fund	89,687	51,571	58%		-	0%
Police Education Fund	-	-	0%		6,915	198%
Gas Tax	997,000	795,089	80%		645,714	51%
Police Impact Fees	43,884	-	0%		229,482	112%
Fire Impact Fees	47,949	-	0%		4,240	9%
Recreation Impact Fees	-	-	0%		4,330	0%
Building Fund	1,833,626	1,147,057	63%		923,740	59%
<u>Community Redevelopment Agencies</u>						
Greater Leesburg CRA fund	1,092,298	824,246	75%		505,230	62%
Carver Heights CRA fund	1,055,776	308,177	29%		190,214	25%
Highway 27/441 CRA fund	2,466,200	933,495	38%		902,090	46%
<u>Enterprise Funds</u>						
Stormwater Utility Fund	3,373,500	1,063,943	32%		908,115	28%
Electric Utility Fund	90,400,043	48,266,882	53%		55,552,585	54%
Gas Utility Fund	14,823,057	6,944,873	47%		6,296,069	54%
Water Utility Fund	19,484,397	6,874,845	35%		6,906,131	39%
Wastewater Utility Fund	67,041,446	9,879,015	15%		9,654,101	15%
Solid Waste Utility Fund	5,210,507	3,825,962	73%		4,218,446	77%
Airport Fund	10,666,002	2,474,101	23%		2,199,464	31%
<u>Internal Services Fund</u>						
Health Insurance Fund	7,975,656	6,132,439	77%		6,332,385	82%
Workers Comp Insurance Fund	1,256,311	594,062	47%		944,062	81%
Fleet Maintenance Fund	5,191,502	2,686,371	52%		2,380,834	44%
<u>Pension Trust Funds</u>						
Police Retirement Trust Fund	2,635,885	1,109,926	42%		1,035,531	47%
Fire Retirement Trust Fund	1,856,924	1,158,184	62%		1,368,803	80%
General Employees Trust Fund	3,190,000	2,310,820	72%		2,424,881	75%
Total All Funds	295,626,171	132,260,419	45%		128,934,603	44%

CITY OF LEESBURG
CASH AND INVESTMENTS BY FUND
6/30/2024

		GENERAL	SPECIAL REVENUE	DEBT SERVICE	CAPITAL PROJECTS	ELECTRIC UTILITY	GAS UTILITY	WATER UTILITY	WASTEWATER TREATMENT	COMMUNICATION	SANITATION SERVICES	STORM WATER	AIRPORT	BUILDING PERMITS	INTERNAL SERVICE
POOLED CASH & INVESTMENTS		TOTAL	FUND	FUNDS GROUP	FUNDS	FUND	FUND	FUND	FUND	FUND	FUND	FUND	FUND	FUND	FUNDS GROUP
OPERATING CASH		\$87,519,846.59	\$17,380,251.68	\$11,334,729.99	\$ 383,539.06	\$ 286,953.94	\$10,359,608.13	\$ 6,605,507.38	\$ 7,052,105.31	\$ 17,476,137.54	\$ 1,357,069.52	\$4,211,085.44	\$5,003,733.91	\$ 1,294,514.96	\$ 4,774,609.73
RESTRICTED CASH															
	CUSTOMER DEPOSITS	7,323,617.16					5,048,830.63	1,556,064.58	707,381.95	1,685.00	9,655.00				
	RENEWL & REPLCMNT	15,942,080.16	1,131,575.50	21,925.11			(2,698,368.25)	811,392.46	5,544,255.39	9,588,387.65	850,000.00				692,912.30
	BOND/NOTE SINKING FUND	19,337,671.90		(30,159.32)			1,779,270.42	63,754.42	634,129.65	16,890,676.73					
	INFRASTRUCTURE DEVELOPMENT														
	SIGN GRANT & HUD SHIP	507,644.00		507,644.00											
	HWY 441/27 CRA - Restricted Surplus	600,000.00		600,000.00											
	IMPACT FEES	5,443,260.50								3,784,623.94					
	OTHER RESTRICTED CASH	7,704,041.18	250,000.00	75,678.79	7,177,589.39										
	DEVELOPER CONTRIBUTIONS	406,253.92					401,124.52	5,129.40							
	RATE STABILIZATION	2,777,941.00					2,777,941.00								
SUBTOTAL OF RESTRICTED CASH		60,042,509.62	1,381,575.50	1,175,088.58		7,177,589.39	7,306,798.32	2,436,340.86	8,544,403.55	30,265,373.32	859,655.00				692,912.30
TOTAL POOLED CASH		\$147,562,356.41	\$ 18,761,827.18	\$ 12,509,818.57	\$ 383,539.06	\$ 7,464,543.33	\$ 17,668,406.45	\$ 9,041,848.24	\$ 15,596,508.86	\$ 47,741,510.86	\$ -	\$ 2,216,724.52	\$ 4,211,085.44	\$ 5,003,733.91	\$ 5,467,522.03
NON-POOLED RESTRICTED CASH															
	CASH WITH FISCAL AGENT	1,797,524.75			947,446.15			142,578.99	296,575.45	410,924.16					
	DEPOSITORY TRUST ACCOUNT														
	DEP-WELLS FARGO														
SUBTOTAL NON-POOLED CASH		1,797,524.75			947,446.15			142,578.99	296,575.45	410,924.16					
TOTAL POOLED CASH AND INVEST		\$149,359,881.16	\$18,761,827.18	\$ 12,509,818.57	\$1,330,985.21	\$7,464,543.33	\$17,668,406.45	\$9,184,427.23	\$15,893,084.31	\$48,152,435.02	\$2,216,724.52	\$4,211,085.44	\$5,003,733.91	\$1,294,514.96	\$5,467,522.03

INDIVIDUAL SPECIAL REVENUE FUNDS

POOLED CASH & INVESTMENTS		SPECIAL REVENUE FUNDS TOTAL	HOUSING ASSISTANCE FUND	GREATER LEESBURG CRA FUND	CARVER HEIGHTS CRA FUND	HIGHWAY 441/27 CRA FUND	POLICE FORFEITURE FUND	POLICE EDUCATION FUND	DISCRETIONARY SALES TAX FUND	GAS TAX FUND	POLICE IMPACT FUND	FIRE IMPACT FUND	RECREATION IMPACT FUND
OPERATING CASH		\$ 11,334,729.99	\$ 193,210.81	\$ 397,061.49	\$ 726,276.67	\$ 4,824,708.74	\$ 131,107.15	\$ 3,609.87	\$ 2,698,756.78	\$ 162,353.86	\$ 1,369,657.13	\$ 319,060.16	\$ 508,927.33
RESTRICTED CASH													
	HUD SHIP PROGRAM & SHOUSE PROCEEDS	75,678.79	75,678.79										
	BOND/NOTE SINKING FUND	(30,159.32)		72,620.11		(102,779.43)							
	SIGN GRANT	507,644.00		70,950.00	319,724.00	116,970.00							
	R&R / OTHER RESTRICTED	21,925.11	21,925.11										
	CUSTOMER DEPOSITS	600,000.00				600,000.00							
SUBTOTAL OF RESTRICTED CASH		\$ 1,175,088.58	\$ 97,603.90	\$ 143,570.11	\$ 319,724.00	\$ 614,190.57	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL POOLED CASH		\$ 12,509,818.57	\$ 290,814.71	\$ 540,631.60	\$ 1,046,000.67	\$ 5,438,899.31	\$ 131,107.15	\$ 3,609.87	\$ 2,698,756.78	\$ 162,353.86	\$ 1,369,657.13	\$ 319,060.16	\$ 508,927.33
NON-POOLED RESTRICTED CASH													
	DEP-WELLS FARGO	-											
SUBTOTAL NON-POOLED CASH		\$ -											
TOTAL POOLED CASH AND INVEST		\$ 12,509,818.57	\$ 290,814.71	\$ 540,631.60	\$ 1,046,000.67	\$ 5,438,899.31	\$ 131,107.15	\$ 3,609.87	\$ 2,698,756.78	\$ 162,353.86	\$ 1,369,657.13	\$ 319,060.16	\$ 508,927.33

INTERNAL SERVICE FUNDS

POOLED CASH & INVESTMENTS		INTERNAL SERVICE FUNDS TOTAL	HEALTH INSURANCE FUND	WORKERS' COMPENSATION FUND	RISK MANAGEMENT FUND	FLEET MAINTENANCE FUND
OPERATING CASH		\$ 4,774,609.73	\$ 659,936.72	\$ 1,997,397.30	\$ -	\$ 2,117,275.71
RESTRICTED CASH		692,912.30				692,912.30
SUBTOTAL OF RESTRICTED CASH		\$ 692,912.30	\$ -	\$ -	\$ -	\$ 692,912.30
TOTAL POOLED CASH		\$ 5,467,522.03	\$ 659,936.72	\$ 1,997,397.30	\$ -	\$ 2,810,188.01
TOTAL POOLED CASH AND INVESTMENTS		\$ 5,467,522.03	\$ 659,936.72	\$ 1,997,397.30	\$ -	\$ 2,810,188.01

**CITY OF LEESBURG
INVESTMENT REPORT
6/30/2024**

DESCRIPTION	BALANCE 6/30/2024
BANK OPERATING AND SAVINGS ACCOUNTS	
Truist Bank - Disbursement	\$32,974,702
Southstate Bank - Savings	11,463
Southstate Bank - CD	2,088,736
JP Morgan - CD	5,212,917
Southstate Bank - CD	5,188,356
TD Bank - CD	4,197,759
Seaside Bank	4,284,659
	\$53,958,592
LOCAL GOVERNMENT INVESTMENT POOLS	
FLSAFE	8,540,481
FLCLASS	10,828,820
FLPRIME	15,022,099
	34,391,400
US BANK (Fiscal Agent)	1,797,525
CHANDLER ASSET MANAGEMENT (SECURITIES)	59,212,365
	59,212,365
TOTAL INVESTMENTS	149,359,881
MARKET ADJUSTMENT	(240,950)
TOTAL VALUE OF INVESTMENTS	\$149,118,931

