

**AGENDA
CITY COMMISSION MEETING
CITY HALL, 501 W MEADOW STREET
MONDAY, DECEMBER 16, 2024 5:30 PM**

1. CALL TO ORDER

INVOCATION

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

2. PROCLAMATIONS:

A. None

3. PRESENTATIONS:

A. Water Plant Fluoride Injection Project Update

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 December 9, 2024

B. PURCHASING ITEMS:

1. Commission approval for Pierce Landscaping and Outdoor Services to maintain eleven (11) city sites for the amount of \$109,676.00.

C. RESOLUTIONS:

- 1. Resolution of the City Commission of the City of Leesburg, Florida establishing a City Beautification Advisory Committee, specifying the procedures, duties, responsibilities, and authority of the committee; and providing an effective date.**
- 2. Resolution of the U.S. Highway 441 / 27 Community Redevelopment Area of the City of Leesburg, Florida authorizing the Chairman and Secretary to execute a resolution approving Fiscal Year 2025 Façade Sign, and Landscape Grant Awards; and providing an effective date. (FSL Grants 27 441 2025).**
- 3. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Director of the Gas Department to approve Discounted Gas Transactions (Prepays) and associated documents under the Gas Services Agreement with Florida Gas Utility, including documents regarding extensions of the term of such transactions in accordance with the agreement; and providing an effective date.**

6. PUBLIC HEARINGS AND NON-ROUTINE ITEMS:

A. SECOND READING OF ORDINANCES

- 1. None**

B. FIRST READING OF ORDINANCES

- 1. An Ordinance of the City of Leesburg, Florida, annexing certain real property consisting of approximately 2.82 +/- acres, and being generally located east of Sleepy Hollow Road and south of Park Hill Avenue, lying in Section 29, 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. (Sunnyside View 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 2.82 +/- acres from Lake**

County Urban Low Density to City of Leesburg (SEM) Sunnyside Estates Medium, for a property generally located east of Sleepy Hollow Road and south of Park Hill Avenue, lying in Section 29, Township 19 South, Range 25 East, Lake County, Florida; and providing an effective date. (Sunnyside View SSCP)

- 3. An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 2.82 +/- acres from Lake County R-1 (Rural Residential) to City of Leesburg R-1 (Low Density Residential) to allow for a residential development for a property generally located east of Sleepy Hollow Road and south of Park Hill Avenue, lying in Section 29, Township 19 South, Range 25 East, Lake County, Florida; and providing an effective date. (Sunnyside View Rezoning)**
- 4. An Ordinance of the City of Leesburg, Florida, annexing certain real property consisting of approximately 9.94 +/- acres; and being generally located north of Dewey Robbins Road, east of U.S. Highway 27, lying in Section 31, Township 20 South, Range 25 East, Lake County, Florida; providing that said property so annexed shall be liable for its proportionate share of the existing and future indebtedness of said city; providing that such annexed property shall be subject to all laws and ordinances of said city as if all such territory had been a part of the City of Leesburg at the time of passage and approval of said laws and ordinances; providing that such annexed territory shall be placed in City Commission District 3; and providing an effective date. (Cronin-Dewey Robbins ANNX)**
- 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 9.94 +/- acres from Lake County Rural to City of Leesburg Low Density Residential, for a property generally located north of Dewey Robbins Road, east of U.S. Highway 27, lying in Section 31, Township 20 South, Range 25 East, Lake County, Florida; and providing an effective date. (Cronin-Dewey Robbins SSCP)**
- 6. An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 9.94 +/- acres from Lake County A (Agriculture) to City of Leesburg SPUD (Small Planned Unit Development) to allow for 48 townhomes and 15,000 square feet of commercial for a property generally located north of Dewey Robbins Road, east of U.S. Highway 27, lying in Section 31, Township 20 South, Range 25 East, Lake County, Florida; and providing an effective date. (Cronin-Dewey Robbins SPUD)**

C. NON-ROUTINE ITEMS

- 1. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Construction Services**

Agreement with Kingdom Construction Services, Inc., for the construction and improvements to Susan Street Sports Complex; and providing an effective date.

2. Community Development Corporation of Leesburg, Inc. Requests

- a. Resolution of the City Commission of the City of Leesburg, Florida, approving donation of a surplus lot located at 1111 Beecher Street, Leesburg, Florida, to the Community Development Corporation of Leesburg, Inc; authorizing the Mayor and City Clerk to execute a Special Warranty Deed conveying the lot; and providing an effective date.**
- b. Resolution of the City Commission of the City of Leesburg, Florida approving the Community Development Corporation of Leesburg, Inc., funding request of \$50,000 for the Pine Street Restaurant Redevelopment; and providing an effective date.**

7. INFORMATIONAL REPORTS:

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

A. None

8. CITY ATTORNEY ITEMS:

9. CITY MANAGER ITEMS:

10. ROLL CALL:

11. ADJOURN:

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

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

Main Water Treatment Plant – Fluoride System



December 16th, 2024

History and Current Situation



- ❑ City Commission voted to fund Design on January 23rd, 2024 for \$80,590.
- ❑ Design was completed and project was put out to bid for construction in April of 2024
- ❑ City Commission voted to fund construction on May 28th, 2024 for \$517,697.
- ❑ Construction Notice to Proceed (NTP) was issued on August 5th, 2024.
- ❑ Contractor has ordered equipment and incurred administrative costs, but hasn't mobilized or begun any actual construction.
- ❑ Much of the equipment is specialized or custom made hence the delay in mobilization.
- ❑ Period of performance for the contract is August 5th, 2025.

Options



1. Terminate the contract.
2. Pause the contract.
3. Proceed as planned.

Option 1. - Terminate



1. Contract allows for Termination for Convenience:

“Termination for Convenience. The CITY may terminate this Agreement at anytime without cause by providing the CONTRACTOR with SEVEN (7) calendar days advance notice in writing, delivery by email is acceptable. In the event of termination for convenience, all finished or unfinished deliverable items prepared by the CONTRACTOR under this Agreement shall, at the option of the CITY, become the CITY's property. If the Agreement is terminated for convenience by the CITY as provided herein, the CONTRACTOR shall be paid for services satisfactorily completed, less payment or compensation previously made. The CONTRACTOR shall not incur any additional expenses after receiving the written termination notice.”

Pros:

- Easiest path for **No Fluoridation**.
- City will recoup approx. **\$275K** in non-incurred expenses.
- City can use approx. **\$100K** in equipment in other areas.
- Eliminates exposure to contractor delay claims.

Cons:

- City has spent **\$80K** in Design.
- City will lose approx. **\$225** in Construction.
- City will have to re-bid and pay additional if fluoridation is desired in the future.

Option 2. - Pause



1. Currently the contractor incurring minimal administrative and overhead costs.
2. Contractor does not anticipate mobilizing until January, 2025.
3. Contractor has adequate time to complete should the Commission choose Pause and decides to Terminate or Proceed before mobilization. Contractor stated he can delay mobilization until April with no risk.

Pros:

- Allows time to see if State and/or Federal regulations change.
- Allows time for further Commission deliberation.

Cons:

- City will lose minimal additional Contractor incurred costs.
- City will not have to re-bid if future fluoridation is desired.
- Opens City up for potential delay claim from contractor.

Option 3. – Proceed



1. Nothing changes - contractor executes contract as directed.

Pros:

- Easiest path for **Fluoridation**.
- City does not lose any of the project costs.

Cons:

- Potential changes to State and/or Federal Regulations.
- City will not have to re-bid if future fluoridation is desired.
- No monies can be recouped if fluoridation becomes banned or future Commission decides not to fluoridate.

Discussion



**AGENDA MINUTES
CITY COMMISSION MEETING
CITY HALL, 501 W MEADOW STREET
MONDAY, DECEMBER 9, 2024 5:30 PM**

1. CALL TO ORDER

The City of Leesburg Commission held a regular meeting on Monday, December 9, 2024, at Leesburg City Hall. Mayor Burry called the meeting to order at 5:31 p.m. with the following members present:

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

Also present, were City Manager (CM) Al Minner, City Clerk (CC) J. Andi Purvis, City Attorney (CA) Grant Watson, 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. Employee Service Award Recognitions:

**Five Years: Joseph Pongratz, Fire
Ten Years: Travis Rima, Recreation
Fifteen Years: Scott Suminski, Police
Thirty Years: Joseph Iozzi, Police
Forty Years: Darrel Rankin, Electric**

Human Resources Director (HRD) Melissa Arriaga and CM Minner recognized and presented each employee with their employee service award.

4. PUBLIC COMMENTS:

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

There were no public comments offered.

5. CONSENT AGENDA:

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

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

The roll call vote was:

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

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

A. CITY COMMISSION MEETING MINUTES:

- 1. Regular meeting held November 25, 2024**

B. PURCHASING ITEMS:

- 1. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute Amendment Two to an existing contract with Prime Electric, LLC; and providing an effective date.**

ADOPTED RESOLUTION 11,940

- 2. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute Amendment Two to an existing contract with Lakeside Electrical Services, LLC; and providing an effective date.**

ADOPTED RESOLUTION 11,941

3. **Purchase request to purchase Marina Grade Non-Ethanol Rec 90 Octane gasoline and off-road Diesel fuel from Lynch Oil Company.**
4. **Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute Amendment Three to an existing Agreement for Lift Station Rehabilitation Services with Danus Utilities, Inc.; and providing an effective date.**

ADOPTED RESOLUTION 11,942

5. **Resolution of the City Commission of the City of Leesburg, Florida authorizing the approval to amend the existing contract with CareATC to provide Physical Therapy and Musculoskeletal Services at the City of Leesburg's Employee Wellness Center; and providing an effective date.**

ADOPTED RESOLUTION 11,943

C. RESOLUTIONS:

1. **Resolution of the City Commission of the City of Leesburg, Florida authorizing agreement 448739-1 between the City of Leesburg and the Florida Department of Transportation (FDOT), regarding execution of the RISA (Roadway Illumination Services Agreement) for the capital costs associated with the purchase and installation of the lighting; and providing an effective date.**

ADOPTED RESOLUTION 11,944

2. **Resolution of the City Commission of the City of Leesburg, Florida, accepting a Mutual Aid Agreement for Fire Protection and other Emergency Services between The Villages Public Safety Department (Fire) and the City of Leesburg and more particularly described in the document; and providing an effective date.**

ADOPTED RESOLUTION 11,945

3. **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 KB Home Orlando, LLC, regarding electric service to the development known as Silver Lakes Estates, Phase 1; and providing an effective date.**

ADOPTED RESOLUTION 11,946

4. **Resolution of the City Commission of the City of Leesburg, Florida, accepting a Utility Easement to the City of Leesburg from Wal-Mart Stores East, LP for the purpose of granting the City an Easement over the property described therein; and providing an effective date.**

ADOPTED RESOLUTION 11,947

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.**

ADOPTED RESOLUTION 11,948

6. **Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute an agreement to issue a Special Event Permit for Alcohol Sales at Bikefest 2025; and providing an effective date.**

ADOPTED RESOLUTION 11,949

6. PUBLIC HEARINGS AND NON-ROUTINE ITEMS:

A. SECOND READING OF ORDINANCES

1. **None**

B. FIRST READING OF ORDINANCES

1. **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 131.5 +/- acres from General Commercial, Transitional, Institutional, Recreation, and Low Density Residential to Downtown Mixed-Use, for properties generally located south of the Leesburg-Wildwood Trail and West Line Street; east of Perkins Street, Euclid Avenue and South 9th Street; north of West Dixie Avenue, East Dixie Avenue and that portion of Pine Street lying east of Childs Street and west of Rambo Street; properties lying west of Rambo Street; south of a portion of East Main Street that lies west of Rambo Street and east of North Canal Street; and properties lying west of that portion of**

North Canal Street north of East Main Street and south of the Leesburg-Wildwood Trail; as legally described in Sections 23, 25, and 26, Township 19 South, Range 24 East; lying in Lake County, Florida; and providing an effective date. (DT MXU LSCP)

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

Mayor Burry requested comments from the Commission and the audience.

CA Watson wanted to verify that this item along with the next item needed to be sent to the state.

Planning and Zoning Deputy Director (PZDD) Kandi Harper agreed. They both need to be transmitted to the state for review because we are going from 26 acres to 131.5 acres, and that makes it a large-scale map amendment. The next item on the agenda covers the text amendment and that also needs to be sent to the state. **CA Watson** informed the commission that they would need to make two separate motions to approve the transmittal to the state.

PZDD Harper started her presentation by saying the expansion of the downtown mixed-use future land use district arose out of administration as well as public inquiries about properties that could be better developed within the downtown area while increasing the density downtown, thereby increasing communication with the public, the city, and flowing through the businesses in the downtown area. This is the latest example of Leesburg's encouragement of redevelopment. The expansion would create additional methods of bringing investment into the community. Planning staff was asked to go from the small core downtown area to about seventy-six acres. Then the planning commission said they wanted to go larger and that is why they are at 131.5 acres.

Referring to maps, she explained the referenced area was outlined in black. She showed a zoning map, but they were not talking about that tonight. This item was strictly for future land use. The zoning amendment was for a central business district, so people could come in under the mixed-use future land use and ask for a central business district zoning, which allows for greater density. They want people to look at it, think about it, and invest. Another map showed the current future land uses, which includes the central business district, but it would include future land use/mixed-use. It would open up the city to a lot of investment downtown. Referring to another map, she said it was interesting to take the geography being proposed to see what a mile walk would get you. They used the mathematics inside our geographic information system and found the centroid of that polygon, which was the black outline. They went out half a mile, and that was represented by purple and one mile out was represented in blue. People could easily walk around Leesburg. She showed a map of the different zones and the area being referenced is in historic preservation. It also covers two city commission districts. There are two trails that are quite extensive, the Leesburg Wildwood Trail to the north and the Magnolia Trail that runs through the area. It creates a loop for walking around and through the city. Doing this will provide an opportunity for different housing types. It could be single-family residential homes all the way up to apartments. The area is also located within a Community Redevelopment Area (CRA), so this would add more income to that CRA. The state is looking for a future land use designation, which shows going from what to what and how many acres. **Mayor Burry** asked if there were any questions or comments from the commission or the public. There were none. The second reading is scheduled for January 27, 2025.

Commissioner Reisman made a motion to transmit the information to the State reviewing agencies, and Commissioner Berry seconded the motion.

The roll call vote was:

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

Five yeas, no nays, the Commission approved the motion.

2. An Ordinance of the City of Leesburg, Florida, amending the City's Comprehensive Plan Future Land Use Element, Goal 1, Objective 1.1, Item h. "Downtown mixed use," to allow the expansion of the existing Downtown Mixed Use Future Land Use designation, providing for conflicts, severability, and an effective date. (Downtown Mixed-Use Expansion Area CPTA).

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

Mayor Burry requested comments from the Commission and the audience.

PZDD Harper stated this item covered the text amendment inside the comprehensive plan. The text had to be changed to say this vicinity was compatible with the existing downtown fabric. If we change the map, we have to change the language in order to have this expansion. We had to add that language to the text. **Mayor Burry** asked if there were any comments from the commission or the public. There were none. He stated this item is scheduled for a second reading on January 27, 2025.

Commissioner Reisman made a motion to transmit the information to the State for review, and Commissioner Berry seconded the motion.

The roll call vote was:

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

Five yeas, no nays, the Commission approved the motion.

C. NON-ROUTINE ITEMS

1. Resolution of the City Commission of the City of Leesburg, Florida requesting approval to proceed with the special event permitting process for the Shamrockin' Fest event on March 14-15, 2025; and providing an effective date.

ADOPTED RESOLUTION 11,950

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 ordinance and Commissioner Pederson seconded the motion.

Mayor Burry requested comments from the Commission and the audience.

Recreation Director (RD) Travis Rima stated this would be the second Shamrockin' event held downtown. The event ran last year at about the same time. The reason it came before the commission is that it covers a big footprint of the downtown, and it closes down some streets for a while on Friday and all day Saturday. The dates are March 14th and 15th, 2025. They wanted to make sure the commission was okay with them moving forward in the special event's committee process. Mr. Gamble, the applicant, was in attendance to answer any questions. **Mayor Burry** asked if there were any questions or comments from the commission or the public. There were none.

The roll call vote was:

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

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

2. Discussion Item - Commission Meeting that falls on an Observed Holiday in 2025

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

Mayor Burry stated there was one city commission meeting date that fell on Memorial Day, so that needed to be rescheduled. He asked for commission comments and if they were in agreement to have the meeting on the Tuesday following the holiday. **Commissioner Berry** wondered if they could have it the week before Memorial Day, but either way, she was okay. **Commissioner Pederson** said he was fine with moving it back or forward. **Commissioner Reisman** stated he was fine with either. **Mayor Burry** explained that he preferred the meeting to be scheduled for the Tuesday following the holiday. Otherwise, they would have meetings one week apart in May. **Commissioner Berry** wanted to confirm that the meeting would be held the Tuesday after Memorial Day. **Mayor Burry** agreed. That meeting will be scheduled for Tuesday, May 27, 2025.

7. INFORMATIONAL REPORTS:

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

A. None

8. CITY ATTORNEY ITEMS:

CA Watson explained that the Frostinburg contract for the parcel across from the gas department was scheduled to close on Friday and everything is falling in line for that to work out. He will be in touch with the closing documents that will need to be signed. This was a \$50,000 contract, and everything looked good. It should be sold by the weekend.

9. CITY MANAGER ITEMS:

CM Minner had no items to address.

10. ROLL CALL:

Commissioner Connell stated by now everyone should have seen the Florida state surgeon general's opinion about fluoride being put in the water. At this point, we had not started the process of actually installing the equipment. We purchased the equipment, but it has not been installed. We need to put this project on pause until we see what shakes out with the surgeon general coming out and making that statement, which was a pretty bold statement. The City of Tavares is also looking at their fluoride and possibly putting a hold on it or doing something with it. He believes that would come back in a vote. We should put this on pause and hold it for a future date before spending any more money. **Commissioner Pederson** questioned the amount of money spent on the equipment. **CM Minner** answered the contract was for \$600,000, and we are at \$300,000 for equipment. **Commissioner Berry** wanted to know what would be done with the equipment if they were to decide not to move forward. **CM Minner** was unsure if that equipment could be sold. **PWD Kelsey** commented that the probability of selling that equipment and getting our money back would be low. **CM Minner** confirmed that there would be a low probability of a return on the equipment already purchased. **Commissioner Connell** remarked we had already spent \$300,000 on equipment, but to have it installed would cost another \$300,000. This should be put on hold for a while until we can decide what to do. With the surgeon general coming out saying he does not recommend it, and since we have not started the installation process, we should wait for installation. **Commissioner Berry** wanted to know if the City of Tavares had made any decisions. **Commissioner Pederson** added that the City of Tavares currently has fluoride in their water. **CM Minner** explained that the City of Tavares had not made a decision yet. He spoke with their city manager today, and they have gone through a little inverse of the process that we did. Their city manager is hearing arguments from both sides, and there will be a presentation to the commission, and they will ultimately vote on it. **Commissioner Berry** asked if there would be several dentists at that meeting or if they would send information. **CM Minner** said there was a discussion between him and the City of Tavares city manager, but essentially it is the exact same issue. They had the same discussions and the same folks are making presentations to their commission. **Commissioner Berry** inquired if Commissioner Connell's comments were based on comments made by the Surgeon General and if that was why he wanted to hold off on the installation. **Commissioner Connell** said yes. We already purchased the equipment, but we have not installed it. At this point, we should put it on hold and not spend any more money on this project until we receive more information/data about it. We should wait to see what other jurisdictions who currently have fluoride in their water will do. We should wait to see if they cease putting fluoride in their water. Yes, we are \$300,000 in, but we may be able to liquidate the equipment somehow if we decide not to move forward. We may not get dollar for dollar, but we should not throw another \$300,000 into it until we hear more information. We should take the surgeon general's opinion strongly because he would not just come out and say that if he did not feel strongly about it. He was prepared to make a motion to put this project on hold for the time being.

Commissioner Connell made a motion to put the fluoride project on hold until more information was

provided.

Commissioner Berry wanted to confirm that he was talking about one person's opinion. **Mayor Burry** questioned whether Commissioner Connell made a motion. **Commissioner Pederson** said he understood the comments. He would agree to put it on hold, but we have already spent money on this. If we move forward with this, he would ask that the motion be amended to a timeline. He does not want this getting lost in the shuffle. Right now, we have equipment sitting idle, and he does not want this sitting for three to six months. He would like to see a shorter term. **Commissioner Connell** said he could go along with a six-month moratorium. **Commissioner Reisman** asked if they could have a staff presentation at the next commission meeting that includes the ramifications if we do pause this project. Do contracts still need to be paid? There are a lot of unanswered questions. He would not disagree with discussions, but we need more information from staff on the pros and cons. **Commissioner Pederson** mentioned that when he read the article, he thought we were further along in the process. However, when he heard Commissioner Connell's motion, he hoped the city had not purchased anything yet. We could hold off on this until the next commission meeting for a presentation. **Commissioner Connell** said he would withdraw his motion if the commission was more comfortable getting a staff recommendation. If we want to hold off and put a pause on this until we receive a staff report, he would be okay with that. However, we should move forward and spend no more money until we receive a report and make a decision. **Mayor Burry** wanted to know what the staff report would be based on. **Commissioner Connell** said it would be based on Commissioner Pederson's comments regarding the legalities that we are looking at if we stop this. **Mayor Burry** questioned what he meant by legality because this was the surgeon general's opinion. **Commissioner Connell** said Commissioner Pederson was referring to the contracts already out there, and what we can do with the equipment. **Commissioner Pederson** said the next commission meeting is next Monday due to the Christmas holiday. It would only push it back one week if staff could get that report done quickly. **CM Minner** affirmed that they would be able to get that information by next week. **Mayor Burry** said he figured this would come up after the comment from the surgeon general, but nothing has changed with the American Academy of Pediatrics, American Pediatrics Dentists, Dental Academy, or local dentists. No one else has changed their opinion about fluoride not being good in the water. This was one individual that changed his mind, so it did not weigh heavily on him to follow that direction. He was not in favor of slowing up the project. **Commissioner Connell** said he did not dispute what he was saying. However, he has concerns about other things that fluoride may cause. **Commissioner Pederson** added that with the incoming presidential administration, one cabinet member was talking about trying to do something at the federal level, but he did not think that would get any attraction. He was not too concerned about that, but that tugged at him more than the state surgeon general. He would like to wait another week, so he can fully understand the contract.

Commissioner Connell amended his motion to hold off on the fluoride project for one week pending a report from staff, and Commissioner Pederson seconded the motion.

Mayor Burry said there was an amended motion to wait one week. He asked if there was any other discussion on that motion. There were none.

The roll call vote was:

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

Four yeas, one nay, the Commission approved the motion.

CM Minner stated this would be an agenda item under non-routine on the next agenda. **Commissioner Berry** wanted to know what their decision would be based on. Would it be from the gathered information and what is being anticipated? **CM Minner** explained the direction would be from the commission. This is a legislative decision, it is not a staff decision and there will be no staff recommendation. They will receive the information from staff, and we will reach out to the contractor and talk with the city attorney to find out what the options are for the exodus of the contract and the financial impact on the city. That report will be to them by Monday and their decision will be to either move forward with the project, not to move forward with the project, or delay the project.

Commissioner Reisman thanked the electric department, the public works department and all the employees for getting the city Christmas ready. He then thanked the special events department for putting on a successful Christmas Parade and Christmas activities downtown along with all the departments that participated and/or helped get it ready. He hoped to see everyone on December 19th at the Chamber Breakfast for the State of the City Address by our city manager.

Commissioner Pederson had no comment.

Commissioner Berry had no comment this evening.

Mayor Burry had nothing to comment on.

11. ADJOURN:

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

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

With a motion by Commissioner Reisman and a second by Commissioner Berry, the meeting adjourned at 5:59 pm.

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.B.1.

Meeting Date: December 16, 2024

From: Robert Hicks, (Deputy City Manager)

Subject: Commission approval for Pierce Landscaping and Outdoor Services to maintain eleven (11) city sites for the amount of \$109,676.00.

Staff Recommendation:

Staff recommends awarding the approval of this purchase in order to assist with additional services due to labor shortages and failure to fill positions internally or through other methods such as temporary labor agencies. This vendor is currently under contract with the City.

Analysis:

The purpose of these services is to include additional services due to labor shortages and failure to fill positions internally or through other methods such as temporary labor agencies. The services are to assist the Grounds Division of Public Works with performing landscape and lawn maintenance duties in low-visibility areas. Duties such as general grounds maintenance (hedge trim, weed pulling, plant annuals, mulching, litter pickup, etc.), mowing (zero turn and rotary turf), and field preparation (dragging, raking, lining, general field and ROW maintenance) are required.

Procurement Analysis:

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

Options:

1. Approve the purchase from Pierce Landscaping and Outdoor Services for the amount of \$109,676.00; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

The current Public Works Grounds budget includes funds for this expense.

Account No. 001-5194-519-3410

Requisition 57060

Turf Maintenance Proposal 2024-2025



Pierce Landscaping and Outdoor Services
Leroy Pierce
37409 Genius ct.
Lady Lake, FL 32159
Phone: 352-216-2357 or 352-308-7626
Email: pierceoutdoorservices@gmail.com

Date: 9/25/24

Service Addresses:

1. Palmetto Complex-318 S 2nd St.
2. Gymnasium-1851 Griffin Rd.
3. Berry Park-2121 Johns Rd.
4. 9745 Silver Lake Dr
5. Intersection of 441&44
6. 201 Mills St.
7. 700 North Blvd.
8. Beverly Harbor Dr.
9. Griffin Rd. & Norman Ave
10. 2141 Woodland Blvd
11. 1902 S. 14th St.

Billing Address:

City of Leesburg Public Works
Neil Gaines Deputy Director
550 S. 14th St.
Leesburg, FL 34748
Phone: 352-728-9726 Ext 3211

Task	Price/unit	Units/cut	Annual Units	Annual price
Improved lot < 1/2 acre	\$10	4 lots	128	\$1,280
Improved lot 1/2-1 acre	\$15	28 lots	896	\$13,440
Unimproved lot < 1/2 acre	\$20	1 lots	32	\$640
Unimproved lot 1/2-1 acre	\$25	7 lots	224	\$5,600
Operator Mower 48"(2)	\$40	20 hr	640	\$25,500
Operator lightweight equipment(2)	\$32	20 hr	640	\$20,480
Mowing Crew Supervisor	\$38	20 hr	640	\$24,320
Trash/Debris Pick up	\$20	2.5 hr	80	\$1,600
Trash bags	\$1	2 cut	64	\$64
Weekly Mobilization fee(Mowing Crew)	\$100	1/wk	32	\$3,200
Landscape Crew Supervisor	\$38	4 hr	48	\$1,824
Landscape Maintenance detailed labor	\$38	4 hr	48	\$1,824
Landscape Maintenance unskilled labor	\$16	17 hr	544	\$8,704
Weekly Mobilization Fee(Landscape Crew)	\$100	1/wk	12	\$1,200

Annual Total: \$109,676
Monthly Total: \$9,139.67

ATTACHMENT 'A'

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

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

THIS AGREEMENT is made as of the 11th day of September in the year 2023, between **THE CITY OF LEESBURG**, a Florida Municipal Corporation, whose address is 501 West Meadow Street, Post Office Box 490630, Leesburg, Florida 34749-0630 ("CITY"), and **PIERCE LANDSCAPING AND OUTDOOR SERVICES, LLC** whose address is 34709 Genius Ct Lady Lake, Florida 32159 ("CONTRACTOR").

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

1. Contract Documents.

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

- a. This Agreement; and
- b. Solicitation Package for Invitation for Bid (IFB) 231001– **Lot Mowing, Debris Clean-up & Board-up Services**; and
- c. The CONTRACTOR'S response to IFB 231001 made electronically on July, 13, 2023 at 12:08 AM.

2. Scope of Services.

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

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

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

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

3. Firm Fixed Unit Price.

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

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

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

4. Term and Termination.

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

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

5. Cost Adjustment.

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

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

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

6. Termination for Convenience.

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

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

7. Termination for Default.

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

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

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

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

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

8. Use by Other Entities (Piggyback).

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

9. Labor and Materials.

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

10. Insurance.

The CONTRACTOR will maintain throughout this Agreement the following insurance:

- a. The original of each such policy of insurance, or a complete duplicate, shall be delivered to the CITY by CONTRACTOR prior to starting work, together with evidence that the premiums have been paid.
- b. All required insurance shall be provided by insurers acceptable to the CITY with an A.M. Best rating of at least "A."
- c. The CONTRACTOR shall require, and shall be responsible for assuring that any and all of its subcontractors secure and maintain such insurance that are required by law to be provided on behalf of their employees and others until the completion of that subcontractor's work.
- d. The required insurance shall be secured and maintained for not less than the limits required by the CITY, or as required by law, whichever is greater.

- e. The required insurance shall not limit the liability of the CONTRACTOR. The CITY does not represent these coverages or amounts to be adequate or sufficient to protect the CONTRACTOR'S interests or liabilities, but are merely required minimums.
- f. All liability insurance, except professional liability, shall be written on an occurrence basis.
- g. The CONTRACTOR waives its right of recovery against the CITY to the extent permitted by its insurance policies.
- h. Insurance required of the CONTRACTOR, or any other insurance of the CONTRACTOR shall be considered primary, and insurance of the CITY, if any, shall be considered excess as applicable to any claims, which arise out of the agreement, contract or lease.
- i. Except for works' compensation and professional liability, the CONTRACTOR'S insurance policies shall be endorsed to name the CITY OF LEESBURG as additional insured to the extent of the agreement, contract or lease.
- j. The Certificate(s) of Insurance shall designate the CITY as certificate holder as follows:

City of Leesburg

Attention: Aaliyah Davis, Purchasing Manager

P.O. Box 490630

Leesburg, Florida 34749-0630

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

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

11. Indemnification.

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

12. Codes, Laws, and Regulations.

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

13. Permits, Licenses, and Fees.

CONTRACTOR will obtain and pay for all permits and licenses required by law that are associated with the CONTRACTOR'S performance of the Scope of Services.

14. Public Records Retention.

CONTRACTOR shall keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the services being provided by CONTRACTOR herein. CONTRACTOR shall provide the public with access to public records on the same terms and conditions that the CITY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes.

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

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

15. Access to Records.

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

16. Contingent Fees Prohibited.

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

17. Acceptance of Goods or Services.

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

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

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

18. Payment.

All invoices shall contain the purchase order number, date and location of delivery provided quantity of services, CITY pay item number, item description and confirmation of acceptance of the delivery by the appropriate CITY representative. Failure to submitted invoices in the prescribed manner will delay payment. Payments shall be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes.

19. Ownership of Documents.

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

20. Independent Contractor.

The CONTRACTOR agrees that he or she is an independent contractor and not an agent, joint venture, or employee of the CITY, and nothing in this Agreement shall be construed to be inconsistent with this relationship or status. None of the benefits

provided by the CITY to its employees, including but not limited to, workers' compensation insurance, unemployment insurance, or retirement benefits, are available from the CITY to the CONTRACTOR. CONTRACTOR will be responsible for paying his own Federal income tax and self-employment tax, or any other taxes applicable to the compensation paid under this Agreement. The CONTRACTOR shall be solely and primarily responsible for his and her acts during the performance of this Agreement.

21. Assignment.

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

22. No Third-Party Beneficiaries.

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

23. Jurisdiction.

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

24. Force Majeure.

Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God. Should there be such an occurrence that impacts the ability of either party to perform their responsibilities

under this contract, the nonperforming party shall give immediate written notice to the other party to explain the cause and probable duration of any such nonperformance.

25. Non-appropriation.

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

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

26. Contact Person.

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

27. Approval of Personnel.

The CITY reserves the right to approve the contact person and the persons actually performing the services on behalf of CONTRACTOR pursuant to this Agreement. If

CITY, in its sole discretion, is dissatisfied with the contact person or the person or persons actually performing the services on behalf of CONTRACTOR pursuant to this Agreement, CITY may require CONTRACTOR assign a different person or persons be designated to be the contact person or to perform the CONTRACTOR services hereunder.

28. Disclosure of Conflict.

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

29. Risk of Loss.

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

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

30. Employment Eligibility.

The CONTRACTOR is obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of al newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the

subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply will lead to termination of this Agreement, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than TWENTY (20) calendar days after the date of termination. If this contract is terminated for a violation of the statute by the CONTRACTOR, the CONTRACTOR may not be awarded a public contract for a period of ONE (1) year after the date of termination.

31. Illegal Alien Labor.

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

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

32. Counterparts.

Original signatures transmitted and received via facsimile or other electronic transmission of a scanned document, (e.g., PDF or similar format) are true and valid

signatures for all purposes hereunder and shall bind the parties to the same extent as that of an original signature. Any such facsimile or electronic mail transmission shall constitute the final agreement of the parties and conclusive proof of such agreement. Any such electronic counterpart shall be of sufficient quality to be legible either electronically or when printed as hardcopy. The CITY shall determine legibility and acceptability for public record purposes. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

33. Authority to Obligate.

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

[*Signature page follows.*]

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

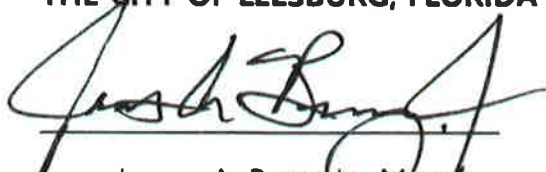
PIERCE LANDSCAPING AND OUTDOOR SERVICE, LLC


Leray pierce [Aug 22, 2023 16:19 EDT]

Owner

Title

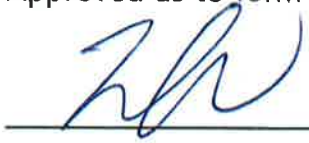
THE CITY OF LEESBURG, FLORIDA


James A. Burry Jr., Mayor

ATTEST:


J. Andi Purvis, City Clerk

Approved as to form and content:


William Watson, City Attorney

ATTACHMENT 'A'

Lot Mowing, Debris Clean-Up & Board-Up Services (IFB 231001)					
			Pierce Outdoor Service		
Bid Item No.	Task Description	Unit of Measure	Estimated Annual Quantity	Quoted Unit Cost	Estimated Annual Cost
GROUP A - ON-CALL LOT MOWING					
A1	Improved Lots: Up to 1/2 Acre In Size (lots with structures) Grass height under 12".	Each	\$ 50.00	\$ 10.00	\$ 500.00
A2	Improved Lots: 1/2 - 1 Acre In Size (lots with structures) Grass height under 12".	Each	\$ 10.00	\$ 15.00	\$ 150.00
A3	Unimproved Lots: Up to 1/2 Acre In Size (lots without structures) Grass height under 12".	Each	\$ 20.00	\$ 20.00	\$ 400.00
A4	Unimproved Lots: 1/2 - 1 Acre In Size (lots without structures) Grass height under 12".	Each	\$ 10.00	\$ 25.00	\$ 250.00
A5	Improved Lots: Up to 1/2 Acre In Size (lots with structures) Grass height over 12".	Each	\$ 10.00	\$ 15.00	\$ 150.00
A6	Improved Lots: 1/2 - 1 Acre In Size (lots with structures) Grass height over 12".	Each	\$ 5.00	\$ 20.00	\$ 100.00
A7	Unimproved Lots: Up to 1/2 Acre In Size (lots without structures) Grass height over 12".	Each	\$ 5.00	\$ 30.00	\$ 150.00
A8	Unimproved Lots: 1/2 - 1 Acre In Size (lots without structures) Grass height over 12".	Each	\$ 5.00	\$ 45.00	\$ 225.00
A9	72" Zero Turn Mower 1/4 Hour With Operator	Each	\$ 4,960.00	\$ -	\$ -
A10	60" Zero Turn Mower 1/4 Hour With Operator	Each	\$ 4,960.00	\$ -	\$ -
A11	48" Zero Turn Mower 1/4 Hour With Operator	Each	\$ 4,960.00	\$ -	\$ -
A12	60" Walk Behind Mower 1/4 Hour With Operator	Each	\$ 4,960.00		\$ -
A13	48" Walk Behind Mower 1/4 Hour With Operator	Each	\$ 4,960.00	\$ 5.00	\$ 24,800.00
A14	20" - 22" Walk Behind Mower 1/4 Hour with Operator	Each	\$ 1,240.00	\$ 5.00	\$ 6,200.00
A15	Landscape Maintenance Hourly Labor Rate for Equipment Operator and Crew Supervision	Each	\$ 4,960.00	\$ 38.00	\$ 188,480.00
A16	Line Trimming, Stick Edging, Hedge Trimming, Leaf Blower 1/4 Hour With Operator	Each	\$ 2,480.00	\$ 4.00	\$ 9,920.00
A17	General Landscape Maintenance Hourly Labor Rate for Detail Work as Unskilled Labor. Tasks include Weeding,	Each	\$ 2,480.00	\$ 4.00	\$ 9,920.00
A18	Mobilization Fee Includes Truck, Trailer, Crew Transportation (once per week)	Hour	\$ 31.00	\$ 100.00	\$ 3,100.00
GROUP A - LOT MOWING TOTALS					\$ 244,345.00
GROUP B - DEBRIS CLEAN-UP					
B1	Debris gathered and moved to curbside (may be included	Hour	\$ 50.00	\$ 20.00	\$ 1,000.00
B2	Trash Bag, 42 Gal., 3 mil	Each	\$ 200.00	\$ 1.00	\$ 200.00
B3	Mobilization Fee	Each	\$ 5.00	\$ 100.00	\$ 500.00
GROUP B - DEBRIS CLEAN-UP TOTALS					\$ 1,700.00
GROUP C - BOARD-UP SERVICES					
C1	Sheeting, OSB - 1/2-inch	Each	\$ 100.00	\$ 25.00	\$ 2,500.00
C2	Ply-Sheath 1/2-inch	Each	\$ 215.00	\$ 40.00	\$ 8,600.00
C3	Heavy-duty Lock/hasp	Each	\$ 5.00	\$ 25.00	\$ 125.00
C4	2" x 4" x 8' Lumber	Each	\$ 60.00	\$ 10.00	\$ 600.00
C5	Power Fasteners (ie, Pasload charge)	Fastener	\$ 80.00	\$ 0.50	\$ 40.00
C6	Mobilization Fee	Each	\$ 5.00	\$ 100.00	\$ 500.00
C7	After Hours Response fee	Hour	\$ 6.00	\$ 60.00	\$ 360.00
GROUP C - BOARD-UP SERVICES TOTALS					\$ 12,725.00
Total Bid Amount - All Groups					\$258,770.00

Agreement-Pierce Landscaping and Outdoor Services LLC -231001

Final Audit Report

2023-08-22

Created:	2023-08-22
By:	Maria Hritz (maria.hritz@leesburgflorida.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAHQiKtlnrCjhVw-eNT2ZCO4BI-2SFmob

"Agreement-Pierce Landscaping and Outdoor Services LLC -231001" History

-  Document created by Maria Hritz (maria.hritz@leesburgflorida.gov)
2023-08-22 - 6:54:18 PM GMT
-  Document emailed to erinpierce0925@gmail.com for signature
2023-08-22 - 6:55:35 PM GMT
-  Email viewed by erinpierce0925@gmail.com
2023-08-22 - 7:03:20 PM GMT
-  Signer erinpierce0925@gmail.com entered name at signing as Leroy pierce
2023-08-22 - 8:19:36 PM GMT
-  Document e-signed by Leroy pierce (erinpierce0925@gmail.com)
Signature Date: 2023-08-22 - 8:19:38 PM GMT - Time Source: server
-  Agreement completed.
2023-08-22 - 8:19:38 PM GMT



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

Project Overview

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

SPECIAL TERMS & CONDITIONS

ST-1. PROJECT DESCRIPTION

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

ST-2. SITE INSPECTION AND INFORMATION

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

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

ST-3. DISCREPANCIES AND OMISSIONS

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

ST-4. ELIGIBILITY

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

ST-5. RESTRICTED DISCUSSIONS

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

ST-6. BID OPENING

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

ST-7. METHOD OF AWARD

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

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

ST-8. ACCEPTANCE OF GOODS AND SERVICES

The services rendered under the contract will not be deemed complete, until a physical inspection of service(s) is (are) accepted by the City and shall be in compliance with the terms herein, fully in accord with the specifications and of the highest quality.

Any services purchased as a result of this solicitation may be inspected for compliance with specifications. In the event that any aspect of the services provided is found to not conform to the specifications, the City reserves the right to terminate the contract or initiate corrective action on the part of the vendor. The vendor shall not assess any additional charge(s) for any conforming action taken by the City under this clause. The City will not be responsible to pay for any service that does not conform to the contract specifications.

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

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

ST-9. QUANTITIES

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

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

ST-10. CONTRACT

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

ST-11. METHOD OF PAYMENT

All invoices shall contain the purchase order number, date and location of delivery or service, and confirmation of acceptance of the goods or services by the appropriate City representative. Failure to submit invoices in the prescribed manner will delay payment. Payments shall be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes.

ST-12. TERM OF CONTRACT

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

ST-13. FIRM FIXED PRICE PERIOD

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

ST-14. PRICE ADJUSTMENT

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

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

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

ST-15. COMPLIANCE

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

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

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

ST-17. LICENSES

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

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

ST-18. CONTRACTORS ACCEPTANCE OF CONDITIONS

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

ST-19. FAILURE TO COMPLETE THE WORK ON TIME

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

ST-20. CITY TREE ORDINANCE AND PERMITS

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

ST-21. LOCAL VENDOR PREFERENCE

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

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

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

ST-22. RISK OF LOSS

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

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

ST-23. ILLEGAL ALIEN LABOR

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

ST-24. EMPLOYMENT ELIGIBILITY

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

ST-25. FAIR LABOR STANDARDS ACT

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

ST-26. UTILIZATION BY OTHER AGENCIES

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

[END OF SPECIAL TERMS & CONDITIONS]

SCOPE OF WORK

SW-1. PURPOSE AND INTENT

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

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

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

SW-2. PERFORMANCE

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

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

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

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

SW-3. GENERAL REQUIREMENTS

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

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

SW-4. LOT MOWING - GROUP A

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

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

SW-5. DEBRIS CLEAN-UP - GROUP B

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

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

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

d. Garbage

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

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

e. Appliances and Electronics

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

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

f. Bulk Items

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

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

g. Oversized Items

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

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

h. Yard Waste

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

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

i. Motor Oil and Filters

Contractor is to move curbside and prepare as stated:

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

j. Tires

Contractor is to move curbside and prepare as stated:

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

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

k. Needles

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

l. Recycling

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

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

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

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

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

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

**LEESBURG CODE
ENFORCEMENT
AT WORK**

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

[END OF SECTION]

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

Bid Item No.	Task Description	Unit of Measure	Estimated Annual Quantity	Quoted Unit Cost	Estimated Annual Cost
GROUP A - ON-CALL LOT MOWING					
A1	Improved Lots: Up to 1/2 Acre in Size (lots with structures) Grass height under 12".	Each	50	\$ -	\$ -
A2	Improved Lots: 1/2 - 1 Acre in Size (lots with structures) Grass height under 12".	Each	10	\$ -	\$ -
A3	Unimproved Lots: Up to 1/2 Acre in Size (lots without structures) Grass height under 12".	Each	20	\$ -	\$ -
A4	Unimproved Lots: 1/2 - 1 Acre in Size (lots without structures) Grass height under 12".	Each	10	\$ -	\$ -
A5	Improved Lots: Up to 1/2 Acre in Size (lots with structures) Grass height over 12".	Each	10	\$ -	\$ -
A6	Improved Lots: 1/2 - 1 Acre in Size (lots with structures) Grass height over 12".	Each	5	\$ -	\$ -
A7	Unimproved Lots: Up to 1/2 Acre in Size (lots without structures) Grass height over 12".	Each	5	\$ -	\$ -
A8	Unimproved Lots: 1/2 - 1 Acre in Size (lots without structures) Grass height over 12".	Each	5	\$ -	\$ -
A9	72" Zero Turn Mower 1/4 Hour With Operator	Each	4960	\$ -	\$ -
A10	60" Zero Turn Mower 1/4 Hour With Operator	Each	4960	\$ -	\$ -
A11	48" Zero Turn Mower 1/4 Hour With Operator	Each	4960	\$ -	\$ -
A12	60" Walk Behind Mower 1/4 Hour With Operator	Each	4960	\$ -	\$ -
A13	48" Walk Behind Mower 1/4 Hour With Operator	Each	4960	\$ -	\$ -
A14	20" - 22" Walk Behind Mower 1/4 Hour with Operator	Each	1240	\$ -	\$ -
a 15	Landscape Maintenance Hourly Labor Rate for Equipment Operator and Crew Supervision	Each	4960	\$ -	\$ -
A16	Line Trimming, Stick Edging, Hedge Trimming, Leaf Blower 1/4 Hour With Operator	Each	2480	\$ -	\$ -
A17	General Landscape Maintenance Hourly Labor Rate for Detail Work as Unskilled Labor. Tasks include Weeding, Litter Pick Up, Raking, Sweeping	Each	2480	\$ -	\$ -
A18	Mobilization Fee Includes Truck, Trailer, Crew Transportation (once per week)	Hour	31	\$ -	\$ -
GROUP A - LOT MOWING TOTALS					\$ -
GROUP B - DEBRIS CLEAN-UP					
B1	Debris gathered and moved to curbside (may be included with a lot mow or debris only).	Hour	50	\$ -	\$ -
B2	Trash Bag, 42 Gal., 3 mil	Each	200	\$ -	\$ -
B3	Mobilization Fee	Each	5	\$ -	\$ -
GROUP B - DEBRIS CLEAN-UP TOTALS					\$ -
GROUP C - BOARD-UP SERVICES					
C1	Sheeting, OSB - 1/2-inch	Each	100	\$ -	\$ -
C2	Ply-Sheath 1/2-inch	Each	215	\$ -	\$ -
C3	Heavy-duty Lock/hasp	Each	5	\$ -	\$ -
C4	2" x 4" x 8' Lumber	Each	60	\$ -	\$ -
C5	Power Fasteners (ie, Pasload charge)	Fastener	80	\$ -	\$ -
C6	Mobilization Fee	Each	5	\$ -	\$ -
C7	After Hours Response fee	Hour	6	\$ -	\$ -
GROUP C - BOARD-UP SERVICES TOTALS					\$ -
Total Bid Amount - All Groups					\$ -

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.1.

Meeting Date: December 16, 2024

From: Cliff Kelsey, (Public Works Director)

Subject: Resolution of the City Commission of the City of Leesburg, Florida establishing a City Beautification Advisory Committee, specifying the procedures, duties, responsibilities, and authority of the committee; and providing an effective date.

Staff Recommendation:

Staff recommends the authorization to establish a City Beautification Advisory Committee, specifying the procedures, duties, responsibilities, and authority of the committee.

Analysis:

In order to improve the appearance of downtown, neighborhood communities and public grounds, the City would like to establish a committee dedicated to the promotion of beautification. This will be accomplished through education and community involvement by encouraging the use of flowers, plants, trees, and other environmental and lifestyle enhancements.

The committee will assist in driving community involvement in programs such as America in Bloom, Tree City USA, neighborhood clean-ups and other programs deemed appropriate. These programs will increase the quality of life for residents, boost community pride, bring economic benefits to local businesses and bring environmental and ecological benefits to the City.

Procurement Analysis:

N/A

Options:

1. Approve the authorization to establish a City Beautification Advisory Committee; 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 ESTABLISHING A CITY BEAUTIFICATION ADVISORY
COMMITTEE, SPECIFYING THE PROCEDURES, DUTIES,
RESPONSIBILITIES, AND AUTHORITY OF THE COMMITTEE; AND
PROVIDING AN EFFECTIVE DATE.**

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

WHEREAS, the City of Leesburg, Florida owns, acquires, maintains, disposes of, and displays flowers, plants, trees, and other environmental and lifestyle enhancements on public property and City owned spaces.

WHEREAS, the City Commission has determined that it would be in the best interest if the City of Leesburg, its employees and its citizens, to appoint a Beautification Advisory Committee to make recommendations to the City Commission on projects designed to maintain and improve the appearance of public areas throughout the City.

NOW THEREFORE, BE IT RESOLVED THAT the Beautification Advisory Committee is hereby established.

Section 1. Purpose and Work of the Advisory Committee. The purpose of the City Beautification Advisory Committee is to act as an advisory Committee to the City Council and make recommendations on projects designed to maintain and improve the appearance of public areas within the City. In carrying out its function and duties, the committee shall advise and recommend plans to organizations and groups in the City and promote public interest in the general improvement of the appearance of the City. The Committee will also endeavor to recognize the efforts of residents and businesses within the City who have demonstrated exceptional efforts to improve the beauty of our City.

Section 2. Composition and Membership of the Advisory Committee. Membership and composition of the Advisory Committee shall be as follows:

(a) The Advisory Committee shall consist of five (5) voting members and one (1) non-voting member. The President and CEO of the Leesburg Chamber of Commerce shall be the non-voting member and the Chairperson of the Advisory Committee.

(b) The City Commission shall approve all voting members of the Advisory Committee. The term of each voting member of the Advisory Committee shall be one (1) year and may be renewed or sooner terminated at the discretion of the City Commission.

(c) Each voting member appointed to the Advisory Committee shall have a residence or business within the Inter-Service Boundary Agreement (ISBA) of the City of Leesburg and shall have an active interest in promoting public interest in the general improvement of the appearance of the City.

Section 3. Organization and Procedures. The organization and procedures applicable to the Advisory Committee are as follows:

(a) The Chairperson of the Advisory Committee will preside over the meetings of the Advisory Committee and will report the Committee's recommendations to the City Commission along with all other matters affecting or relating to the Advisory Committee.

(b) The Advisory Committee may adopt its own rules of procedure consistent with the City of Leesburg Code and Florida law and shall keep minutes of all meetings. The City will provide administrative staff, assistance, and support to the Advisory Committee as needed or requested. Subject to compliance with the City of Leesburg Code and Florida law, Roberts Rules of Order will apply if the Advisory Committee fails to otherwise adopt rules of procedure.

(c) The presence of three (3) members of the Advisory Committee shall constitute a quorum necessary to take action or conduct business. Once a quorum has been established, the affirmative vote of a majority of the members present shall be required for the Advisory Committee to take action. A tie vote is not considered an affirmative vote.

(d) Recommendations to the City Commission shall be in writing and shall become part of the records of the City of Leesburg.

Section 4. Meetings. The Advisory Committee shall establish its own schedule of meetings, which shall be held at least quarterly, and shall be open to the public. Notice of all regular and special meetings of the Advisory Committee shall be published to the public. A special meeting may be called at any time by the Chairperson, the City Manager or designer, or upon request of any three (3) voting members of the Advisory Committee.

Section 5. Compliance with Applicable Laws. All Advisory Committee activities shall be conducted in conformance with federal, state, and local laws, codes, ordinances, rules, and regulations. All Advisory Committee meetings shall be open to the public and subject to the applicable provisions of the Florida open meetings ("Sunshine") laws, Chapter 286, Florida Statutes. The records of the Advisory Committee shall also be subject to the applicable provisions of the Florida Public Records Law, Chapter 119, Florida Statutes. The members of the Advisory Committee shall be subject to the applicable provisions of the Code of Ethics for Public Officers and Employees, Chapter 112, Part III, Florida Statutes, including but not limited to sections 112.313 and 112.3143, Florida Statutes, as amended from time to time.

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 16th day of December 2024.

Mayor

ATTEST:

City Clerk

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.2.

Meeting Date: December 16, 2024

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

Subject: Resolution of the U.S. Highway 441 / 27 Community Redevelopment Area of the City of Leesburg, Florida authorizing the Chairman and Secretary to execute a resolution approving Fiscal Year 2025 Façade Sign, and Landscape Grant Awards; and providing an effective date. (FSL Grants 27 441 2025).

Staff Recommendation:

Staff recommends approval of the attached request for funding of the Façade, Sign and Landscape Grant program for the projects located within U.S. Highway 441 / 27 Community Redevelopment Area.

Analysis:

The purpose of this program is to offer local businesses the opportunity to apply for grant funds to enhance the aesthetics of their properties, thereby beautifying the City of Leesburg's major corridors. The City of Leesburg has received three (3) grant applications in the U.S. Highway 441 / 27 CRA. After review, staff is recommending funding shown in the attached Exhibit A. All construction is required to be completed within one (1) year of approval of the grant.

Procurement Analysis:

N/A

Options:

1. Approve the recommendation for funding the Façade, Sign and Landscape Grant program in the U.S. Highway 441 / 27 CRA as presented; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

The U.S. Highway 441 / 27 CRA has available FSL grant funds in FY 24, those funds will roll into the current year.

Account No. 018-6191-559-8214

Project No. CRASFP

RESOLUTION NO. _____

**RESOLUTION OF THE U.S. HIGHWAY 441 / 27 COMMUNITY
REDEVELOPMENT AREA OF THE CITY OF LEESBURG, FLORIDA
AUTHORIZING THE CHAIRMAN AND SECRETARY TO EXECUTE A
RESOLUTION APPROVING FISCAL YEAR 2025 FAÇADE SIGN, AND
LANDSCAPE GRANT AWARDS; AND PROVIDING AN EFFECTIVE DATE.
(FSL GRANTS 27 441 2025).**

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

THAT the City Commission hereby authorizes staff to execute FSL Grant Awards in the amount of **\$51,792.00**, as shown in attached Exhibit A, pursuant to the requirements of the Façade, Sign and Landscape Grant Program.

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 16th day of December 2024.

Mayor

ATTEST:

City Clerk

EXHIBIT A**RECOMMENDED FUNDING FSL GRANTS IN 27 441 CRA 2025**

Project #	Project Name	Improvements	General Location	CRA	REC FUNDING
SGA-24-379	ECLT Properties	Monument Sign	9800 US Highway 441	27 441 CRA	\$15,456.00
SGA-24-378	ECLT Properties	Monument Sign	9738 US Highway 441	27 441 CRA	\$16,336.00
SGA-24-321	Nobles Marine	Monument Sign	437 N. Palmetto Street	27 441 CRA	\$20,000.00

TOTAL = \$51,792.00

FAÇADE SIGNAGE AND LANDSCAPING GRANT

FAÇADE IMPROVEMENT GRANT PROGRAM

1. Project Location:

Address of Property to be improved:

9800 US Highway 441, Leesburg, FL 34788

Assessor Parcel Number(s): 01-19-25-0500-047-00103

Name of Business(es) in Project

Amerilife, Employu, Broker's Title, Leesburg Communications

Building Frontage Measurement of Project: 80 ft

2. Applicant Information:

Name: ECLT Properties, LLC - Lee Tatro, manager

Mailing Address: 9738 US Highway 441, Ste 104

City: Leesburg State: FL Zip: 34788

Phone: 352-396-9136

Email: Dan@DT-Sells.com, LTatro1@me.com

Do you Own, Rent or Lease the subject property? Own

**If you are not the owner, the owner will need to co-sign this application.*

3. Businesses or Services Offered on Site:

Offices for insurance, employment service, title company, answering service

4. Description of Proposed Improvements:

Replace existing old pylon sign with new monument sign to better fit the City of Leesburg aesthetically

FAÇADE SIGNAGE AND LANDSCAPING GRANT

5. Please identify ways in which this project supports the Overlay District Concepts
Replacement of non-conforming and blighted sign

6. Submittals

Applications ***must*** include the following materials, if applicable, for consideration by the City:

- ☐ Current Photo(s) of project site
- ☐ Assessor parcel number and proof of paid property taxes
- ☐ Applicant Information
- ☐ Listing of businesses or services offered on site
- ☐ Description of proposed improvements
- ☐ Identification of project's support of the Overlay District
- ☐ Current Occupational License
- ☐ Rendering or sketch of proposed improvements
- ☐ Architectural plans - elevation drawing, dimensions, measurements, etc
- ☐ Color and material samples
- ☐ Sign/Awning design drawings and/or plans
- ☐ Documentation of cost estimates -- copies of vendor bids, estimates, etc
- ☐ Signature of Property Owner and Applicant

<i>Applications lacking sufficient materials to describe the project will NOT be reviewed.</i>
--

FAÇADE SIGNAGE AND LANDSCAPING GRANT

7. Estimated Costs and Timing

Please provide copies of three vendor bids/estimates or other documentation of cost estimates for all proposed façade work.

- a. Window or Door Replacement _____
- b. Exterior paint or siding _____
- c. Signage \$18,950.00
- d. Exterior Lighting _____
- e. Façade/Exterior Architectural Improv. _____
- f. Architectural/Design Fees \$220.00
- g. Landscape/Hardscape Improvements _____
- h. Awnings or Shutters _____
- i. Building Permit/Planning Fees \$150.00
- j. Other Proposed Improvements (specify) _____
- k. _____
- l. _____
- m. _____

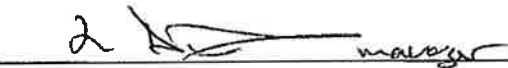
TOTAL ESTIMATED COST: \$19,320.00

Estimated Days/Months for Completion 3-4 months

8. Signatures

Signed _____ Signed: _____


Property Owner(s) Signature(s)


Applicant(s) Signature(s)

Property Owner(s) Signature(s)

Applicant(s) Signature(s)

Property Owner(s) Signature(s)

Applicant(s) Signature(s)

This Section for City Use

Amount Received: _____

Date Reviewed: _____

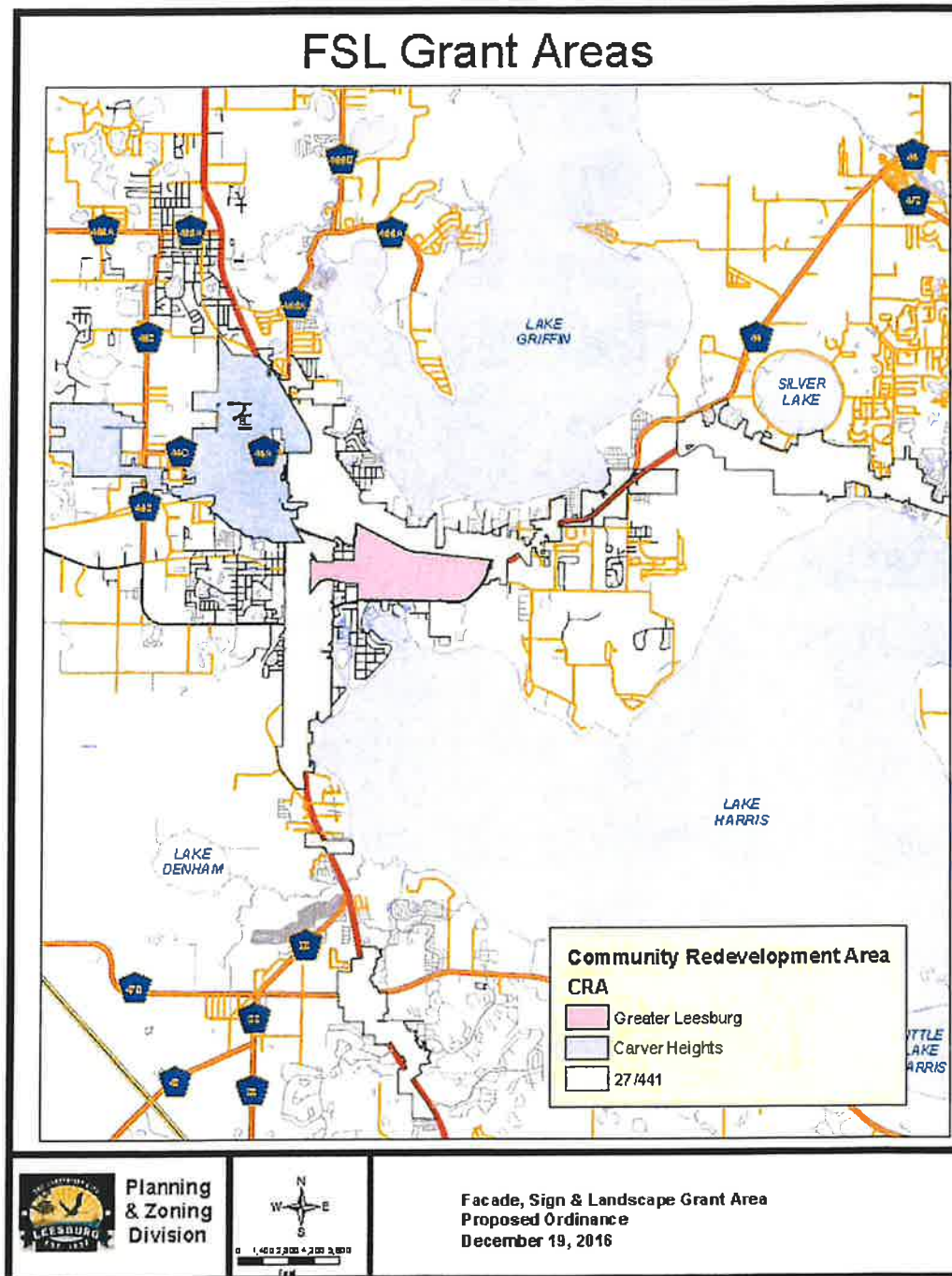
Recommendation to CRA: _____

Action by CRA: _____

Page 9 of 10

FAÇADE SIGNAGE AND LANDSCAPING GRANT

MAP OF CRA BOUNDARY







DAVID W. JORDAN
LAKE COUNTY TAX COLLECTOR**NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS**

2023 Paid Real Estate

ACCOUNT NUMBER	ESCROW CODE	ALTERNATE KEY	MILLAGE CODE
0119250500-047-00103		3693272	00L3

ECLT PROPERTIES LLC
7409 SUNNYSIDE DR
LEESBURG, FL 34748

9800 US HWY 441

SILVER LAKE ESTATES THAT PART OF LOTS
1 & 2 BLK 47 BEING IN SEC 22-19-25 DESC
AS: FROM NW COR OF LOT 4 BLK 47 RUN N
89-59-10 E 232.90 FT FOR
See Additional Legal on Tax Roll**PAY IN US FUNDS TO DAVID W. JORDAN, TAX COLLECTOR • PO BOX 327 • TAVARES, FL 32778-0327 • 352-343-9602**

AD VALOREM TAXES						
TAXING AUTHORITY	ASSESSED VALUE	EXEMPTION AMT	TAXABLE VALUE	MILLAGE RATE	TAXES LEVIED	
LAKE COUNTY GENERAL	780,670	0	780,670	5.0364	3,931.77	
AMBULANCE MSTU	780,670	0	780,670	0.4629	361.37	
ENVIRON LAND PURCHASE	780,670	0	780,670	0.0918	71.67	
WATER AUTHORITY	780,670	0	780,670	0.2940	229.52	
PUBLIC SCHOOLS						
BY STATE LAW	843,295	0	843,295	3.2080	2,705.29	
BY LOCAL BOARD	843,295	0	843,295	2.9980	2,528.20	
CITY OF LEESBURG	780,670	0	780,670	3.4752	2,712.98	
ST JOHNS WATER MGMT	780,670	0	780,670	0.1793	139.97	
N LAKE CNTY HOSP	780,670	0	780,670	0.1500	117.10	
TOTAL:				15.8956	\$12,797.87	

NON-AD VALOREM ASSESSMENTS		
LEVYING AUTHORITY	RATE	AMOUNT
F100 LEESBURG FIRE, NON-RES		599.22
NON-AD VALOREM ASSESSMENTS:		\$599.22

COMBINED TAXES AND ASSESSMENTS: \$13,397.09

If Paid By	Nov 30, 2023				
Please Pay	\$0.00				

Paid 11/27/2023 Receipt # 2023-00211516 \$12,861.21

DAVID W. JORDAN
LAKE COUNTY TAX COLLECTOR**NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS**

2023 Paid Real Estate

PAY IN US FUNDS TO DAVID W. JORDAN, TAX COLLECTOR • PO BOX 327 • TAVARES, FL 32778-0327 • 352-343-9602

If Paid By	Nov 30, 2023				
Please Pay	\$0.00				

9800 US HWY 441

ECLT PROPERTIES LLC
7409 SUNNYSIDE DR
LEESBURG, FL 34748SILVER LAKE ESTATES THAT PART OF LOTS 1
& 2 BLK 47 BEING IN SEC 22-19-25 DESC AS:
FROM NW COR OF LOT 4 BLK 47 RUN N
89-59-10 E 232.90 FT FOR
See Additional Legal on Tax Roll

ACCOUNT NUMBER	ESCROW CODE	ALTERNATE KEY	MILLAGE CODE
0119250500-047-00103		3693272	00L3

Paid 11/27/2023 Receipt # 2023-00211516 \$12,861.21



PROPERTY RECORD CARD

General Information

Name: ECLT PROPERTIES LLC **Alternate Key:** 3693272

Mailing Address: 7409 SUNNYSIDE DR
LEESBURG, FL 34748
[Update Mailing Address](#) **Parcel Number:** 01-19-25-0500-047-00103

Millage Group and City: 00L3 Leesburg
2024 Total Certified Millage Rate: 16.0716
Trash/Recycling/Water/Info: [My Public Services Map](#)

Property Location: 9800 US HIGHWAY 441
LEESBURG FL, 34788 **Property Name:** PRINGLE DESIGN STUDIO & BROKERS TITLE
[Submit Property Name](#)

School Information: [School Locator & Bus Stop Map](#)
[School Boundary Maps](#)

Property Description: SILVER LAKE ESTATES THAT PART OF LOTS 1 & 2 BLK 47 BEING IN SEC 22-19-25 DESC AS: FROM NW COR OF LOT 4 BLK 47 RUN N 89-59-10 E 232.90 FT FOR POB, RUN N 0-0-50 W 292.90 FT TO SW'LY R/W LINE OF US HWY 441, S 70-25-10 E 177.37 FT TO NW COR OF LAKE HARRIS ESTATES SUB S 0-0-50 E 233.42 FT, S 89-59-10 W 167.10 FT TO POB--LESS FROM NW COR OF LAKE HARRIS ESTATE SUB RUN S 0-0-50 E ALONG SAID W LINE 233.42 FT FOR POB, RUN W'LY ALONG S'LY LINE OF LOT 1 BLK 47 A DIST OF 75.20 FT, N 50-17-47 W 19.27 FT TO THE BEGINNING OF A CURVE CONCAVE TO THE NE, THENCE RUN NW'LY ALONG THE ARC OF SAID CURVE FOR 27.82 FT THRU A CENTRAL ANGLE OF 21-15-09 & A RADIUS LENGTH OF 75 FT, THENCE RUN S 82-36-17 E 108.31 FT TO W LINE OF LAKE HARRIS ESTATE SUB, S 20.63 FT TO POB--PB 10 PGS 66-69 ORB 3712 PG 1569

NOTE: This property description is a condensed/abbreviated version of the original description as recorded on deeds or other legal instruments in the public records of the Lake County Clerk of Court. It may not include the Public Land Survey System's Section, Township, Range information or the county in which the property is located. It is intended to represent the land boundary only and does not include easements or other interests of record. This description should not be used for purposes of conveying property title. The Property Appraiser assumes no responsibility for the consequences of inappropriate uses or interpretations of the property description.

Land Data

Line	Land Use	Frontage	Depth	Notes	No. Units	Type	Class Value	Land Value
1	OFFICE 1 STORY (1700)	0	0		34637.000	Square Feet	\$380,314.00	\$380,314.00

[Click here for Zoning Info](#) [Map](#)

[FEMA Flood](#)

Commercial Building(s)

Building 1

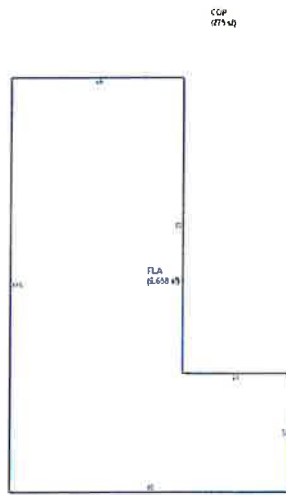
Commercial **Building Value:** \$532,506.00
Building Use: OFFICE BLDG 1 STORY (17C)
Structure Type:

Summary

Section(s)

Year Built:	1996	Section Type	No. Stories	Ground Floor Area
-------------	------	--------------	-------------	-------------------

[View Larger](#)



Tax Authority	Market Value	Assessed Value	Taxable Value	Millage	Estimated Taxes
LAKE COUNTY BCC GENERAL FUND	\$924,650	\$858,730	\$858,730	5.0364	\$4,324.91
SCHOOL BOARD STATE	\$924,650	\$924,650	\$924,650	3.1240	\$2,888.61
SCHOOL BOARD LOCAL	\$924,650	\$924,650	\$924,650	2.9980	\$2,772.10

LAKE COUNTY WATER AUTHORITY	\$924,650	\$858,730	\$858,730	0.2940	\$252.47
NORTH LAKE HOSPITAL DIST	\$924,650	\$858,730	\$858,730	0.4100	\$352.08
ST JOHNS RIVER FL WATER MGMT DIST	\$924,650	\$858,730	\$858,730	0.1793	\$153.97
CITY OF LEESBURG	\$924,650	\$858,730	\$858,730	3.4752	\$2,984.26
LAKE COUNTY MSTU AMBULANCE	\$924,650	\$858,730	\$858,730	0.4629	\$397.51
LAKE COUNTY VOTED DEBT SERVICE	\$924,650	\$858,730	\$858,730	0.0918	\$78.83
				Total:	Total:
				16.0716	\$14,204.74

Exemptions Information

This property is benefitting from the following exemptions with a checkmark ✓

Homestead Exemption (first exemption up to \$25,000)	Learn More	View the Law
Additional Homestead Exemption (up to an additional \$25,000)	Learn More	View the Law
Limited Income Senior Exemption (applied to county millage - up to \$50,000)	Learn More	View the Law
Limited Income Senior Exemption (applied to city millage - up to \$25,000)	Learn More	View the Law
Limited Income Senior 25 Year Residency (county millage only-exemption amount varies)	Learn More	View the Law
Widow / Widower Exemption (up to \$5,000)	Learn More	View the Law
Blind Exemption (up to \$500)	Learn More	View the Law
Disability Exemption (up to \$5,000)	Learn More	View the Law
Total and Permanent Disability Exemption (amount varies)	Learn More	View the Law
Veteran's Disability Exemption (\$5,000)	Learn More	View the Law
Veteran's Total and Permanent Disability Exemption (amount varies)	Learn More	View the Law
Veteran's Combat Related Disability Exemption (amount varies)	Learn More	View the Law
Deployed Servicemember Exemption (amount varies)	Learn More	View the Law
First Responder Total and Permanent Disability Exemption (amount varies)	Learn More	View the Law
Surviving Spouse of First Responder Exemption (amount varies)	Learn More	View the Law
Conservation Exemption (amount varies)	Learn More	View the Law
Tangible Personal Property Exemption (up to \$25,000)	Learn More	View the Law
Religious, Charitable, Institutional, and Organizational Exemptions (amount varies)	Learn More	View the Law
Economic Development Exemption	Learn More	View the Law
Government Exemption (amount varies)	Learn More	View the Law

NOTE: Information on this Property Record Card is compiled and used by the Lake County Property Appraiser for the sole purpose of ad valorem property tax assessment administration in accordance with the Florida Constitution, Statutes, and Administrative Code. The Lake County Property Appraiser makes no representations or warranties regarding the completeness and accuracy of the data herein, its use or interpretation, the fee or beneficial/equitable title ownership or encumbrances of the property, and assumes no liability associated with its use or misuse. See the posted [Site Notice](#).

ESTIMATE

SignCrafters of Florida
1915 Greenleaf Ln
Leesburg, FL 34748

billing@signcraftersflorida.com
(352) 323-1862
www.signcraftersflorida.com



Bill to

Eclt Properties, Llc
ECLT Properties, LLC
ECLT Properties, LLC
United States

Estimate details

Estimate no.: 3591
Estimate date: 10/15/2024
Expiration date: 01/15/2025

Prepared by: Braiden Neck
PO Number / Memo: 9800 441 Monument

#	Date	Product or service	Description	Qty	Rate	Amount
1.		Custom Built Monument Sign	Custom Built Monument Sign LED illuminated 1/2" Push Thru Acrylic "9800" Overall Monument Size: 102" W x 237" H Double Sided Flat Face Acrylic Tenant Panels Aluminum Fabricated Re-Using Existing Footer and Pole (one) Painted 3 Colors Built to MET Standards For Internal Use Only: D:2 V:4 R:3 F:80 C:0 P:16 A:8 L:8	1	\$14,000.00	\$14,000.00
2.		Removal	Removal of existing monument as well as removing one steel pole. (cut to grade)	1	\$2,600.00	\$2,600.00
3.		Installation	Installation of monument signage at 9800 US Hwy 441 Leesburg, FL.	1	\$1,800.00	\$1,800.00
4.		Sign Permit	Municipality Permit fee billed at cost (estimated)	1	\$150.00	\$150.00

5.	Permitting Procurement	Acquisition fees: Staff Time for permit processing including final inspections (*\$250 for each additional permit the municipality may require)	1	\$500.00	\$500.00
6.	Engineering	Sealed Engineered Drawings as required by municipality for structural integrity (at cost)	1	\$220.00	\$220.00
7.	NOC	Notice of Commencement Recording Services on jobs over \$5000	1	\$50.00	\$50.00

Total \$19,320.00

Expiry date 01/15/2025

Accepted date

Accepted by

Monument Sign S1

PROJECT NAME:

ECLT Properties

ADDRESS:

9800 US Hwy 441
Leesburg, FL 34748

SIGN TYPE:

Monument Sign -
Using Existing Post and Footer

DATE OF LAST REVISION:

12/5/2024

PROJECT MANAGER:

Davyn Riley
Davyn@signcraftersflorida.com

DESIGNER:

Davyn Riley
Davyn@signcraftersflorida.com

STANDARD REQUIREMENTS

ELECTRICAL REQUIREMENTS

SIGNCRAFTERS WILL MAKE FINAL CONNECTION TO EXISTING SIGN CIRCUITS WHEN AVAILABLE WITHIN 6 FEET OF SIGN WHICH FALLS WITHIN THE SCOPE OF ES LICENSE PROVIDED. IF CIRCUIT IS FURTHER THAN 6 FEET AWAY, SIGNCRAFTERS CAN MOUNT A UL APPROVED REMOTE TRANSFORMER ENCLOSURE AT THE FINAL CONNECTION POINT AND RUN SECONDARY WIRE TO SIGN. IF NO CIRCUIT IS AVAILABLE, CUSTOMER IS RESPONSIBLE FOR CONTRACTING A LICENSED ELECTRICIAN OR CONTRACTOR FOR A DEDICATED 20 AMP CIRCUIT TO CONNECT WITHIN 6 FT AND HAVE A VISIBLE MARKED BREAKER IN SERVICE PANEL.

SIGN REQUIREMENTS

A DEDICATED SINGLE PHASE 120V 20A CIRCUIT JUNCTION BOX INSTALLED WITHIN 6 FEET OF SIGN THREE (3) WIRES: LINE, GROUND, NEUTRAL

NEC CODE REQUIREMENTS

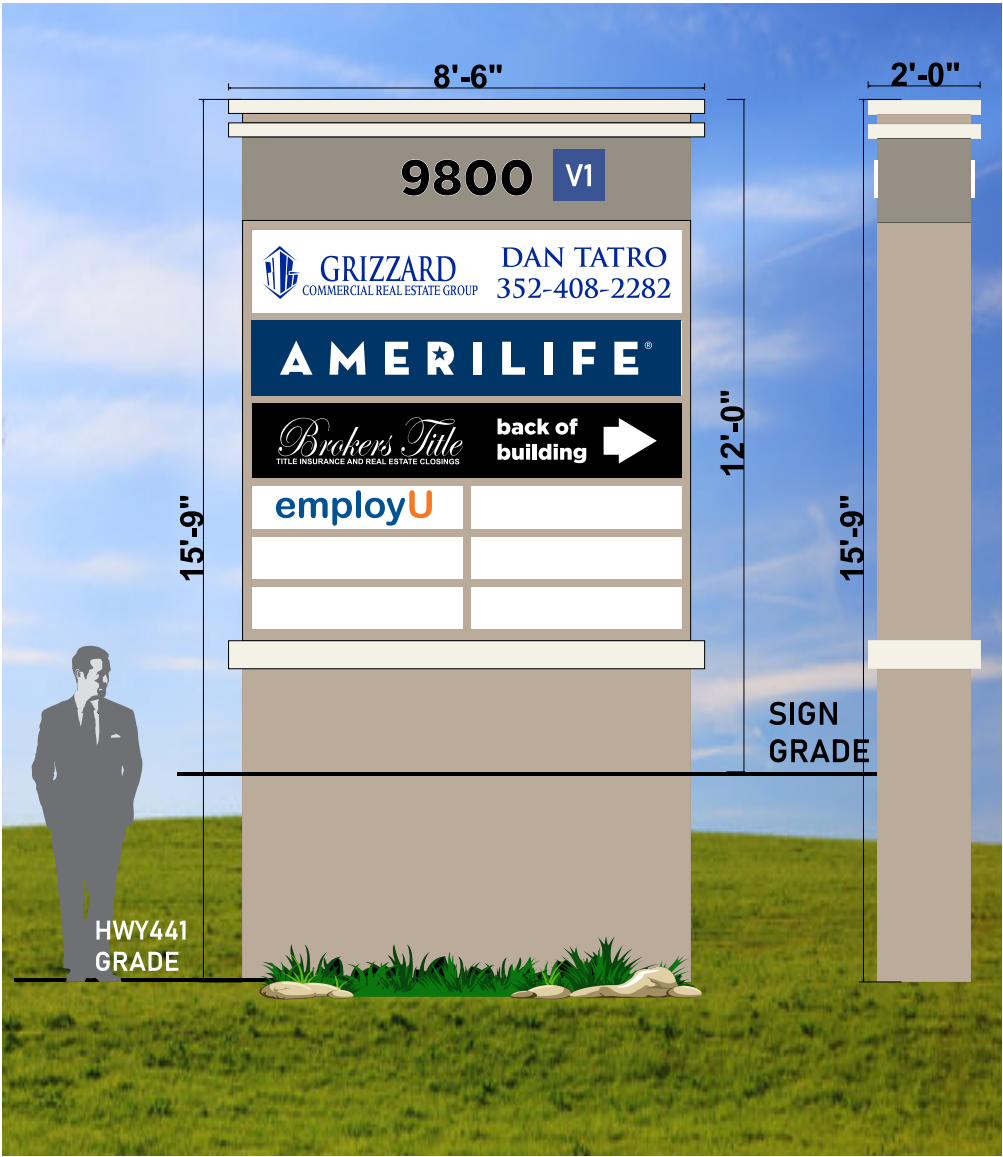
THIS SIGN IS INTENDED TO BE INSTALLED IN ACCORDANCE WITH THE REQUIREMENTS OF ARTICLE 600 OF THE 2017 NEC CODE REQUIREMENTS 600-6 AND 600-5 AND/OR OTHER APPLICABLE LOCAL CODES WHICH ALSO INCLUDES ANY AND ALL REVISIONS OF THE 2020 NEC CODE REQUIREMENTS. THIS INCLUDES PROPER GROUNDING AND BONDING OF THE SIGN.



1915 Greenleaf Lane
Leesburg, FL 34748
Office: 352-323-1862
signcraftersflorida.com



E512001170



Calculations

TOTAL COPY AREA ALLOWED: 60sf
TOTAL COPY AREA PROPOSED : 96" x 90" = 60sf

Sign Code:

Municipality - CITY OF LEESBURG
Zoning: Office Story 1 - gross leasable areas (GLA)
Centers up to 10,000 sf shall be a max of 60sf.
12 ft for centers up to 10,000 sf. All signs shall be measured from the finished grade level or crown of the road whichever is greater to the top of the sign face.

Vinyl Colors



Brand: Contravision
Name: Perforated Black
Sheen: Matte



Brand: 3M
Name: Bristol Blue 3630-97
Sheen: Matte



Brand: 3M
Name: Dark Blue 3630-36
Sheen: Matte



Brand: Oracal 651
Name: 070 M Black
Sheen: Matte



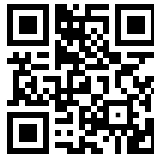
Brand: 3M
Name: Marigold 3630-075
Sheen: Matte

This drawing is the sole property of Sign Crafters of Florida (with the exception of registered trademarks) and is submitted solely for the purpose of conveying design, fabrication and installation intent. By accepting this document from Sign Crafters of Florida, client agrees that it will not be copied or reproduced in any part or shared with any persons outside recipient's company without permission from Sign Crafters of Florida until approved and accepted through purchase by client named directly on drawing. Violation of these terms could result in fines or penalties, not excluding court action.

By signing this document, client agrees to the build style, including materials, colors, size, lighting (if applicable) and install location, as well as wording/spelling outlined. Should any changed be requested following the signing of this document, additional fees may apply.

X
Client

Existing Sign Conditions



To view existing sign conditions:
1. Use your smart phone to scan the QR Code
2. On the new window that opened, click the "View in Web Browser" button in the center of the screen.

Additional Details

A Push Thru Acrylic with (V1) vinyl inset for optimal illumination

B Tenant Panels Separated by H-Bar

Paint Colors



Brand: Sherwin Williams
Name: PTM Dryvit #142 Spectrum Brown
Finish: Texture
Sheen: Satin



Brand: Sherwin Williams
Name: PTM Dryvit #110 Van Dyke
Finish: Texture
Sheen: Satin



Brand: Sherwin Williams
Name: PTM Dryvit #456 Oyster Shell
Finish: Texture
Sheen: Satin

Job Specifications

QUANTITY: ONE (1)

Overall Height: 15'-9"
Overall Width: 8'-6"
Overall Depth: 2'-0"
Total Square Footage: 133.875 sqft
Copy Area Square Footage: 60 sqft

MONUMENT / PYLON

Type: Illuminated
Material: Aluminum
LEDs: White - HanleyLED
Face: Flat White Acrylic
Logo: Vinyl

MOUNTING

Footer / Steel Pole: Existing

WIRING

Location of Power Supply: Bottom Left
Photocell: No

Finishes

FOR INTERNAL USE ONLY

FAÇADE SIGNAGE AND LANDSCAPING GRANT

FAÇADE IMPROVEMENT GRANT PROGRAM

1. Project Location:

Address of Property to be improved:

9738 US Highway 441, Leesburg, FL 34788

Assessor Parcel Number(s): 01-19-25-0500-047-00102

Name of Business(es) in Project

Grizzard RE, Aflac, Shrine Svcs, Molly Maid, Tru Med, Divine Expectations

Building Frontage Measurement of Project: 91 ft

2. Applicant Information:

Name: ECLT Properties, LLC - Lee Tatro, Manager

Mailing Address: 9738 US Highway 441, Suite 104

City: Leesburg State: FL Zip: 34788

Phone: 352-396-9136

Email: Dan@DT-Sells.com, LTatro1@me.com

Do you Own, Rent or Lease the subject property? Own

**If you are not the owner, the owner will need to co-sign this application.*

3. Businesses or Services Offered on Site:

Offices for Real Estate, Janitorial Service, Non-Profit, Home Healthcare, Insurance

4. Description of Proposed Improvements:

Replace existing old pylon sign with new monument sign to better fit the City of Leesburg aesthetically

FAÇADE SIGNAGE AND LANDSCAPING GRANT

5. Please identify ways in which this project supports the Overlay District Concepts
Replacement of non-conforming sign

6. Submittals

Applications **must** include the following materials, if applicable, for consideration by the City:

- ☐ Current Photo(s) of project site
- ☐ Assessor parcel number and proof of paid property taxes
- ☐ Applicant Information
- ☐ Listing of businesses or services offered on site
- ☐ Description of proposed improvements
- ☐ Identification of project's support of the Overlay District
- ☐ Current Occupational License
- ☐ Rendering or sketch of proposed improvements
- ☐ Architectural plans - elevation drawing, dimensions, measurements, etc
- ☐ Color and material samples
- ☐ Sign/Awning design drawings and/or plans
- ☐ Documentation of cost estimates -- copies of vendor bids, estimates, etc
- ☐ Signature of Property Owner and Applicant

Applications lacking sufficient materials to describe the project will NOT be reviewed.

FAÇADE SIGNAGE AND LANDSCAPING GRANT

7. *Estimated Costs and Timing*

Please provide copies of three vendor bids/estimates or other documentation of cost estimates for all proposed façade work.

- a. Window or Door Replacement _____
- b. Exterior paint or siding _____
- c. Signage \$20,050.00
- d. Exterior Lighting _____
- e. Façade/Exterior Architectural Improv. _____
- f. Architectural/Design Fees \$220.00
- g. Landscape/Hardscape Improvements _____
- h. Awnings or Shutters _____
- i. Building Permit/Planning Fees \$150.00
- j. Other Proposed Improvements (specify) _____
- k. _____
- l. _____
- m. _____

TOTAL ESTIMATED COST: \$20,420.00

Estimated Days/Months for Completion 3-4 months

8. *Signatures*

Signed _____ Signed: _____


Property Owner(s) Signature(s)


Applicant(s) Signature(s)

Property Owner(s) Signature(s)

Applicant(s) Signature(s)

Property Owner(s) Signature(s)

Applicant(s) Signature(s)

This Section for City Use

Amount Received: _____

Date Reviewed: _____

Recommendation to CRA: _____

Action by CRA: _____





DAVID W. JORDAN
LAKE COUNTY TAX COLLECTOR**NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS**

2023 Paid Real Estate

ACCOUNT NUMBER	ESCROW CODE	ALTERNATE KEY	MILLAGE CODE
0119250500-047-00102		1494516	00L3

ECLT PROPERTIES LLC
7409 SUNNYSIDE DR
LEESBURG, FL 34748

9738 US HIGHWAY 441 # #101

SILVER LAKE ESTATES W 111 FT OF E 211
FT OF LOT 1 BLK 47--LESS N'LY 14 FT &
LESS BEG AT SW COR OF W 111 FT OF E
211 FT OF LOT 1 B
See Additional Legal on Tax Roll**PAY IN US FUNDS TO DAVID W. JORDAN, TAX COLLECTOR • PO BOX 327 • TAVARES, FL 32778-0327 • 352-343-9602**

AD VALOREM TAXES					
TAXING AUTHORITY	ASSESSED VALUE	EXEMPTION AMT	TAXABLE VALUE	MILLAGE RATE	TAXES LEVIED
LAKE COUNTY GENERAL	762,020	0	762,020	5.0364	3,837.84
AMBULANCE MSTU	762,020	0	762,020	0.4629	352.74
ENVIRON LAND PURCHASE	762,020	0	762,020	0.0918	69.95
WATER AUTHORITY	762,020	0	762,020	0.2940	224.03
PUBLIC SCHOOLS					
BY STATE LAW	787,747	0	787,747	3.2080	2,527.09
BY LOCAL BOARD	787,747	0	787,747	2.9980	2,361.67
CITY OF LEESBURG	762,020	0	762,020	3.4752	2,648.17
ST JOHNS WATER MGMT	762,020	0	762,020	0.1793	136.63
N LAKE CNTY HOSP	762,020	0	762,020	0.1500	114.30
TOTAL:				15.8956	\$12,272.42

NON-AD VALOREM ASSESSMENTS		
LEVYING AUTHORITY	RATE	AMOUNT
F100 LEESBURG FIRE, NON-RES		687.96
NON-AD VALOREM ASSESSMENTS:		\$687.96

COMBINED TAXES AND ASSESSMENTS: \$12,960.38

If Paid By	Nov 30, 2023			
Please Pay	\$0.00			

Paid 11/27/2023 Receipt # 2023-00211516 \$12,441.96

DAVID W. JORDAN
LAKE COUNTY TAX COLLECTOR**NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS**

2023 Paid Real Estate

PAY IN US FUNDS TO DAVID W. JORDAN, TAX COLLECTOR • PO BOX 327 • TAVARES, FL 32778-0327 • 352-343-9602

If Paid By	Nov 30, 2023			
Please Pay	\$0.00			

9738 US HIGHWAY 441 # #101

ECLT PROPERTIES LLC
7409 SUNNYSIDE DR
LEESBURG, FL 34748SILVER LAKE ESTATES W 111 FT OF E 211 FT
OF LOT 1 BLK 47--LESS N'LY 14 FT & LESS
BEG AT SW COR OF W 111 FT OF E 211 FT OF
LOT 1 B
See Additional Legal on Tax Roll

ACCOUNT NUMBER	ESCROW CODE	ALTERNATE KEY	MILLAGE CODE
0119250500-047-00102		1494516	00L3

Paid 11/27/2023 Receipt # 2023-00211516 \$12,441.96



PROPERTY RECORD CARD

General Information

Name: ECLT PROPERTIES LLC **Alternate Key:** 1494516
Mailing Address: 7409 SUNNYSIDE DR
LEESBURG, FL 34748 **Parcel Number:** 01-19-25-0500-047-00102
[Update Mailing Address](#) **Millage Group and City:** 00L3 Leesburg
2024 Total Certified Millage Rate: 16.0716
Trash/Recycling/Water/Info: [My Public Services Map](#)
Property Location: 9738 US HIGHWAY 441 #101
LEESBURG FL, 34788 **Property Name:** INTERIM HEALTHCARE ALLSTATE
[Submit Property Name](#)
[School Locator & Bus Stop Map](#)
School Information: [School Boundary Maps](#)

Property Description: SILVER LAKE ESTATES W 111 FT OF E 211 FT OF LOT 1 BLK 47--LESS N'LY 14 FT & LESS BEG AT SW COR OF W 111 FT OF E 211 FT OF LOT 1 BLK 47, RUN N'LY ALONG THE W'LY LINE A DIST OF 50.04 FT TO A POINT THAT IS 50 FT PERPENDICULAR MEASURE, N OF S LINE OF SAID LOT 1 BLK 47, THENCE RUN E'LY PARALLEL WITH SAID S LINE A DIST OF 16.95 FT TO THE BEGINNING OF A CURVE CONCAVE TO THE S, THENCE RUN E'LY ALONG THE ARC OF SAID CURVE FOR 20.30 FT THRU A CENTRAL ANGLE OF 06-38-45 & A RADIUS LENGTH OF 175 FT, THENCE RUN S 82-36-17 E A DIST OF 74.58 FT, S 40.21 FT TO S LINE OF LOT 1 BLK 47, W'LY TO POB--BEING IN SEC 22-19-25 PB 10 PGS 66-69 ORB 3712 PG 1569

NOTE: This property description is a condensed/abbreviated version of the original description as recorded on deeds or other legal instruments in the public records of the Lake County Clerk of Court. It may not include the Public Land Survey System's Section, Township, Range information or the county in which the property is located. It is intended to represent the land boundary only and does not include easements or other interests of record. This description should not be used for purposes of conveying property title. The Property Appraiser assumes no responsibility for the consequences of inappropriate uses or interpretations of the property description.

Land Data

Line	Land Use	Frontage	Depth	Notes	No.	Units	Type	Class	Value	Land Value
1	OFFICE 1 STORY (1700)	0	0		27644.000		Square Feet		\$303,531.00	\$303,531.00

[Click here for Zoning Info](#)
[Map](#)

[FEMA Flood](#)

Commercial Building(s)

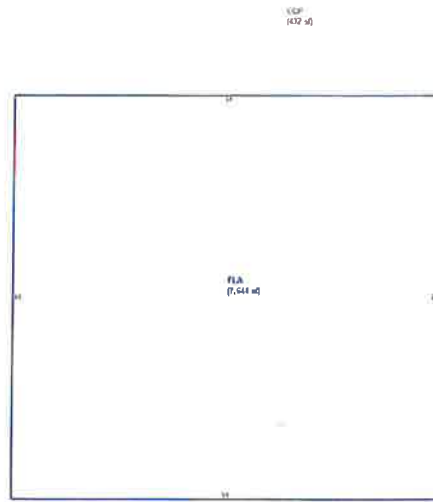
Building 1

Commercial Building Value: \$545,500.00
Building Use: OFFICE BLDG 1 STORY (17C)
Structure Type:

Summary		Section(s)		
Year Built:	1998	Section Type	No. Stories	Ground Floor Area
Total Effective Area:	8076	COMMERCIAL CANOPY (COP)	1.00	432
		FINISHED LIVING AREA (FLA)	1.00	7644

Full Bathrooms: 0
 Half Bathrooms: 8
 Elevators: 0
 Elevator
 Landings: 0
 Residential
 Units: 0
 Kitchens: 0
 Fireplaces: 0

[View Larger](#)



Miscellaneous Improvements

No.	Type	No. Units	Unit Type	Year	Depreciated Value
1	PAVING (CPAV3)	1560	SF	1998	\$2,621.00
2	PAVING (CPAV1)	12820	SF	1998	\$10,384.00
3	PAVING (CPAV2)	794	SF	1998	\$1,112.00

Sales History

NOTE: This section is not intended to be a complete chain of title. Additional official book/page numbers may be listed in the property description above and/or recorded and indexed with the Clerk of Court. [Follow this link to search all documents by owner's name.](#)

Book/Page	Sale Date	Instrument	Qualified/Unqualified	Vacant/Improved	Sale Price
3712 / 1569	12/09/2008	Warranty Deed	Unqualified	Improved	\$1,800,000.00
2066 / 1814	09/06/2001	Warranty Deed	Unqualified	Improved	\$1.00
1999 / 1122	09/06/2001	Warranty Deed	Unqualified	Improved	\$250,000.00
1583 / 1473	02/09/1998	Warranty Deed	Unqualified	Improved	\$0.00
1456 / 1233	08/01/1996	Warranty Deed	Qualified	Improved	\$160,000.00

[Click here to search for mortgages, liens, and other legal documents.](#) ⓘ

Values and Estimated Ad Valorem Taxes ⓘ

Values shown below are 2024 CERTIFIED VALUES. The Market Value listed below is not intended to represent the anticipated selling price of the property and should not be relied upon by any individual or entity as a determination of current market value.

Tax Authority	Market Value	Assessed Value	Taxable Value	Millage	Estimated Taxes
LAKE COUNTY BCC GENERAL FUND	\$863,148	\$838,220	\$838,220	5.0364	\$4,221.61
SCHOOL BOARD STATE	\$863,148	\$863,148	\$863,148	3.1240	\$2,696.47
SCHOOL BOARD LOCAL	\$863,148	\$863,148	\$863,148	2.9980	\$2,587.72
LAKE COUNTY WATER AUTHORITY	\$863,148	\$838,220	\$838,220	0.2940	\$246.44

NORTH LAKE HOSPITAL DIST	\$863,148	\$838,220	\$838,220	0.4100	\$343.67
ST JOHNS RIVER FL WATER MGMT DIST	\$863,148	\$838,220	\$838,220	0.1793	\$150.29
CITY OF LEESBURG	\$863,148	\$838,220	\$838,220	3.4752	\$2,912.98
LAKE COUNTY MSTU AMBULANCE	\$863,148	\$838,220	\$838,220	0.4629	\$388.01
LAKE COUNTY VOTED DEBT SERVICE	\$863,148	\$838,220	\$838,220	0.0918	\$76.95
				Total:	Total:
				16.0716	\$13,624.14

Exemptions Information

This property is benefitting from the following exemptions with a checkmark ✓

Homestead Exemption (first exemption up to \$25,000)	Learn More	View the Law
Additional Homestead Exemption (up to an additional \$25,000)	Learn More	View the Law
Limited Income Senior Exemption (applied to county millage - up to \$50,000)	Learn More	View the Law
Limited Income Senior Exemption (applied to city millage - up to \$25,000)	Learn More	View the Law
Limited Income Senior 25 Year Residency (county millage only-exemption amount varies)	Learn More	View the Law
Widow / Widower Exemption (up to \$5,000)	Learn More	View the Law
Blind Exemption (up to \$500)	Learn More	View the Law
Disability Exemption (up to \$5,000)	Learn More	View the Law
Total and Permanent Disability Exemption (amount varies)	Learn More	View the Law
Veteran's Disability Exemption (\$5,000)	Learn More	View the Law
Veteran's Total and Permanent Disability Exemption (amount varies)	Learn More	View the Law
Veteran's Combat Related Disability Exemption (amount varies)	Learn More	View the Law
Deployed Servicemember Exemption (amount varies)	Learn More	View the Law
First Responder Total and Permanent Disability Exemption (amount varies)	Learn More	View the Law
Surviving Spouse of First Responder Exemption (amount varies)	Learn More	View the Law
Conservation Exemption (amount varies)	Learn More	View the Law
Tangible Personal Property Exemption (up to \$25,000)	Learn More	View the Law
Religious, Charitable, Institutional, and Organizational Exemptions (amount varies)	Learn More	View the Law
Economic Development Exemption	Learn More	View the Law
Government Exemption (amount varies)	Learn More	View the Law

NOTE: Information on this Property Record Card is compiled and used by the Lake County Property Appraiser for the sole purpose of ad valorem property tax assessment administration in accordance with the Florida Constitution, Statutes, and Administrative Code. The Lake County Property Appraiser makes no representations or warranties regarding the completeness and accuracy of the data herein. Its use or interpretation, the fee or beneficial/equitable title ownership or encumbrances of the property, and assumes no liability associated with its use or misuse. See the posted [Site Notice](#).

ESTIMATE

SignCrafters of Florida
1915 Greenleaf Ln
Leesburg, FL 34748

billing@signcraftersflorida.com
(352) 323-1862
www.signcraftersflorida.com



Bill to

Eclt Properties, LLC
ECLT Properties, LLC
ECLT Properties, LLC
United States

Estimate details

Estimate no.: 3613
Estimate date: 10/17/2024
Expiration date: 01/17/2025

Prepared by: Braiden Neck

PO Number / Memo: 9738 441 Monument

#	Date	Product or service	Description	Qty	Rate	Amount
1.		Custom Built Monument Sign	Custom Built Monument Sign LED illuminated Push Thru Acrylic Copy: "9738" Overall Monument Size: 102" W x 237" H Double Sided Flat Face Acrylic Tenant Panels Aluminum Fabricated Includes new steel post and footer Painted 3 Colors Built to MET Standards For Internal Use Only: D:2 V:4 R:3 F:80 C:0 P:16 A:8 L:8	1	\$15,100.00	\$15,100.00
2.		Removal	Removal of existing monument as well as cutting both steel poles to grade.	1	\$2,600.00	\$2,600.00
3.		Installation	Installation of monument signage at 9738 US Hwy 441 Leesburg, FL.	1	\$1,800.00	\$1,800.00
4.		Sign Permit	Municipality Permit fee billed at cost (estimated)	1	\$150.00	\$150.00

5.	Permitting Procurement	Acquisition fees: Staff Time for permit processing including final inspections (*\$250 for each additional permit the municipality may require)	1	\$500.00	\$500.00
6.	Engineering	Sealed Engineered Drawings as required by municipality for structural integrity (at cost)	1	\$220.00	\$220.00
7.	NOC	Notice of Commencement Recording Services on jobs over \$5000	1	\$50.00	\$50.00

Total \$20,420.00

Expiry date 01/17/2025

Accepted date

Accepted by

Monument Sign

S1

PROJECT NAME:

ECLT Properties

ADDRESS:

9738 US Hwy 441
Leesburg, FL 34748

SIGN TYPE:

Monument Sign -
Using Existing Post and Footer

DATE OF LAST REVISION:

12/5/2024

PROJECT MANAGER:

Davyn Riley
Davyn@signcraftersflorida.com

DESIGNER:

Davyn Riley
Davyn@signcraftersflorida.com

STANDARD REQUIREMENTS

ELECTRICAL REQUIREMENTS

SIGNCRAFTERS WILL MAKE FINAL CONNECTION TO EXISTING SIGN CIRCUITS WHEN AVAILABLE WITHIN 6 FEET OF SIGN WHICH FALLS WITHIN THE SCOPE OF ES LICENSE PROVIDED. IF CIRCUIT IS FURTHER THAN 6 FEET AWAY, SIGNCRAFTERS CAN MOUNT A UL APPROVED REMOTE TRANSFORMER ENCLOSURE AT THE FINAL CONNECTION POINT AND RUN SECONDARY WIRE TO SIGN. IF NO CIRCUIT IS AVAILABLE, CUSTOMER IS RESPONSIBLE FOR CONTRACTING A LICENSED ELECTRICIAN OR CONTRACTOR FOR A DEDICATED 20 AMP CIRCUIT TO CONNECT WITHIN 6 FT AND HAVE A VISIBLE MARKED BREAKER IN SERVICE PANEL.

SIGN REQUIREMENTS

A DEDICATED SINGLE PHASE 120V 20A CIRCUIT JUNCTION BOX INSTALLED WITHIN 6 FEET OF SIGN THREE (3) WIRES: LINE, GROUND, NEUTRAL

NEC CODE REQUIREMENTS

THIS SIGN IS INTENDED TO BE INSTALLED IN ACCORDANCE WITH THE REQUIREMENTS OF ARTICLE 600 OF THE 2017 NEC CODE REQUIREMENTS 600-6 AND 600-5 AND/OR OTHER APPLICABLE LOCAL CODES WHICH ALSO INCLUDES ANY AND ALL REVISIONS OF THE 2020 NEC CODE REQUIREMENTS. THIS INCLUDES PROPER GROUNDING AND BONDING OF THE SIGN.



1915 Greenleaf Lane
Leesburg, FL 34748
Office: 352-323-1862
signcraftersflorida.com



ES12001170



Calculations

TOTAL COPY AREA ALLOWED: 60sf
TOTAL COPY AREA PROPOSED : 96" x 90" = 60sf

Sign Code:

Municipality - CITY OF LEESBURG
Zoning: Office Story 1 - gross leasable areas (GLA)
Centers up to 10,000 sf shall be a max of 60sf.
12 ft for centers up to 10,000 sf. All signs shall be measured from the finished grade level or crown of the road whichever is greater to the top of the sign face.

Vinyl Colors



Brand: Contravision
Name: Perforated Black
Sheen: Matte



Brand: Oracal
Name: Cherry Red 8500-017
Sheen: Matte



Brand: 3M
Name: Red 3630-33
Sheen: Matte



Brand: Oracal
Name: 651 070 M Black
Sheen: Matte



Brand: Oracal
Name: Pin Green 8800-652
Sheen: Matte



Brand: 3M
Name: Digital Print
Sheen: Gloss

Vinyl Colors



Brand: 3M
Name: Dark Blue 3630-36
Sheen: Matte



Brand: 3M
Name: Digital Print
Sheen: Gloss



Brand: 3M
Name: Digital Print
Sheen: Gloss

Additional Details

A Push Thru Acrylic with (V1) vinyl inset for optimal illumination

B Tenant Panels Separated by H-Bar

Paint Colors



Brand: Sherwin Williams
Name: PTM Dryvit #142 Spectrum Brown
Finish: Texture
Sheen: Satin



Brand: Sherwin Williams
Name: PTM Dryvit #110 Van Dyke
Finish: Texture
Sheen: Satin



Brand: Sherwin Williams
Name: PTM Dryvit #456 Oyster Shell
Finish: Texture
Sheen: Satin

Job Specifications

QUANTITY: ONE (1)

Overall Height: 15'-9"
Overall Width: 8'-6"
Overall Depth: 2'-0"
Total Square Footage: 133.875 sqft
Copy Area Square Footage: 60 sqft

MONUMENT / PYLON

Type: Illuminated
Material: Aluminum
LEDs: White - HanleyLED
Face: Flat White Acrylic
Logo: Vinyl

MOUNTING

Footer / Steel Pole: Existing

WIRING

Location of Power Supply: Bottom Left
Photocell: No

Finishes

FOR INTERNAL USE ONLY

This drawing is the sole property of Sign Crafters of Florida (with the exception of registered trademarks) and is submitted solely for the purpose of conveying design, fabrication and installation intent. By accepting this document from Sign Crafters of Florida, client agrees that it will not be copied or reproduced in any part or shared with any persons outside recipient's company without permission from Sign Crafters of Florida until approved and accepted through purchase by client named directly on drawing. Violation of these terms could result in fines or penalties, not excluding court action.

By signing this document, client agrees to the build style, including materials, colors, size, lighting (if applicable) and install location, as well as wording/spelling outlined. Should any changed be requested following the signing of this document, additional fees may apply.

X
Client

X
Date



City of Leesburg, Florida

Façade, Sign, and Landscaping Grant

Information & Application

FAÇADE SIGNAGE AND LANDSCAPING GRANT

7. Other exterior (street-side) façade improvements (considered by the Commission on a case-by-case basis)
8. Architectural, engineering or landscape architectural services to design improvements may be funded through this program (maximum of 10% of total grant award).

****NOTE:***

This list is illustrative.

All architectural designs, materials and colors must be consistent with the historic and architectural heritage of the City of Leesburg Code of Ordinances adopted under Ordinance 16-35 Architectural Design Standards and Ordinance 03-112 Historic District Ordinance and Guidelines.

SECTION 3: NON-ELIGIBLE IMPROVEMENTS

1. The FSL Grant Program cannot be used to fund interior renovations or roof repair, other maintenance items and cannot be used to renovate a non-conforming sign, unless the sign is being brought into conformity.

Any improvements constructed or installed prior to City Council approval are not eligible.

SECTION 4: AVAILABLE FUNDING AND MATCHING REQUIREMENT

1. The City shall fund this program from various sources to include, the Downtown Leesburg CRA; 441/27 CRA; Carver Heights CRA; and the General Fund. It is anticipated that 3-5 projects per year will receive funding; however, if additional funding is available, more funding cycles may be considered.
2. All sign and landscaping grants shall be funded 80% by the City and 20% by the applicant. The City's portion shall not exceed \$20,000 for sign and landscaping grants. For sign, landscaping and façade grants, or façade grant only, 80% shall be funded by the City and 20% by the applicant. The City's portion shall not exceed \$20,000.

SECTION 5: APPLICATION PROCESS AND DEADLINE

1. Applications will be accepted on a first come, first served basis.
2. As long as the FSL Grant Program is funded, there will be an annual grant cycle commencing on October 1 each year. All applications for funding shall be due on November 15 or the next immediate workday if the day is a holiday or weekend. Other grant cycles may be considered by the City as funding allows.
3. Application deadlines may change if funding levels permit additional grant cycles. In that case, the City will announce an additional cycle with an opening and closing application deadline.
4. The following application process shall be used for all grant applications submitted under this section:
 - (1) The applicant receives an FSL Grant Program Application. Application forms are available in the following locations:

FAÇADE SIGNAGE AND LANDSCAPING GRANT

- (5) For approved grant projects, prior to construction of improvements, the applicant must submit and receive applicable building and other regulatory permits.

The City of Leesburg is required to file informational returns (Form 1099-G) for individuals and entities receiving grants from the City. This information is confidential and will only be used for informational return reporting purposes. Grant recipients must sign and return a W9 form to the City before funds can be distributed.

- (6) Upon completion of the improvements, final inspection and approval by the City and issuance of a certificate of occupancy (if applicable), the applicant submits a "reimbursement package" to the City which includes the following:
- Completed reimbursement form (provided by the City);
 - Copies of applicable invoices or receipts;
 - Proof of payment for improvements; and,
 - Before/After photos of the improvements.
 - Other information as needed by staff to ensure that the project was completed per the requirements herein.

Approved Applicants will receive grant funds after the project is completed and all associated costs have been paid. Upon completion of approved work, in order to receive grant payment, the applicant must submit documentation of work completed and proof of payment. It is the responsibility of the award recipient to maintain proper documentation of funds expended in the course of completing the improvement project. Release of funds is subject to submission, review and approval of this documentation. All improvements must be completed essentially as presented to the City Commission in order to receive payment.

Acceptable documentation is defined as PAID invoices/statements and/or schedule of values from vendors clearly detailing the work done, accompanied by copies of the cancelled check(s) showing payment accompanied by a vendor invoice.

- (7) If the project is not completed, is not approved at its final inspection, or does not receive its certificate of occupancy (if applicable) within one year of award, the grant award shall expire and the applicant shall not receive pledged funds. The applicant may request a six-month extension. Only the Commission Extensions shall be granted

SECTION 6: RECURRING FSL GRANT APPLICATIONS

FSL grant applications will not be considered if the single building/property under the same ownership has received maximum grant funds (\$15,000) within two previous fiscal years. Additionally, points will be awarded to first time applicants and/or applicants that have not previously received a grant in the past two years.

SECTION 7: FLS GRANT IMPROVEMENT RANKING CRITERIA

FAÇADE SIGNAGE AND LANDSCAPING GRANT

FAÇADE IMPROVEMENT GRANT PROGRAM

1. Project Location:

Address of Property to be improved: 437 N Palmetto St Leesburg 34748
Assessor Parcel Number(s): 23-19-24-0004-000-07800
Name of Business(es) in Project: Nobles' Marine
Building Frontage Measurement of Project: 100'

2. Applicant Information:

Name: Rosita Nobles + Sharon Nobles
Mailing Address: 437 N Palmetto St
City: Leesburg State: FL Zip: 34748
Phone: 352-787-5792
Email: Sharon nobles @ noblesmarine.com
Do you Own, Rent or Lease the subject property? Own

*If you are not the owner, the owner will need to co-sign this application.

3. Businesses or Services Offered on Site: Sales + Service Boats

4. Description of Proposed Improvements: Mansard above bldg
+ new sign on 441 Frontage + Landscaping

FAÇADE SIGNAGE AND LANDSCAPING GRANT

7. Estimated Costs and Timing

Please provide copies of three vendor bids/estimates or other documentation of cost estimates for all proposed façade work.

a. Window or Door Replacement	\$ _____
b. Exterior paint or siding	\$ _____
c. Signage	\$ _____
d. Exterior Lighting	\$ <u>51000</u>
e. Façade/Exterior Architectural Improv.	\$ _____
f. Architectural/Design Fees	\$ _____
g. Landscape/Hardscape Improvements	\$ _____
h. Awnings or Shutters	\$ _____
i. Building Permit/Planning Fees	\$ _____
j. Other Proposed Improvements (specify)	\$ _____
<u>Mansard top of bldg</u>	\$ <u>17650</u>
_____	\$ _____
_____	\$ _____

TOTAL ESTIMATED COST:

\$ _____

Estimated Days/Months for Completion _____

8. Signatures

Signed: Rosita Nobles
[Signature]

Property Owner(s) Signature(s)

Property Owner(s) Signature(s)

Property Owner(s) Signature(s)

Signed: Sharon Nobles 4/3/24
[Signature]

Applicant(s) Signature(s)

Applicant(s) Signature(s)

Applicant(s) Signature(s)

This Section for City Use

Amount Received: _____

Date Reviewed: _____

Recommendation to CRA: _____

Action by CRA: _____

DAVID W. JORDAN
LAKE COUNTY TAX COLLECTOR**NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS**
2023 Paid Real Estate

ACCOUNT NUMBER	ESCROW CODE	ALTERNATE KEY	MILLAGE CODE
2319240004-000-07800		1204917	00L1

NOBLES ROBERT L & ROSA E
437 N PALMETTO ST
LEESBURG, FL 34748

437 N PALMETTO ST

BEG 418.80 FT W & 839.40 FT N OF SE COR
OF GOV LOT 6 RUN E 200 FT S 25 FT E
116.64 FT S 102.80 FT E 89.46 FT S 205.15
FT W 147.11 FT S 106
See Additional Legal on Tax Roll**PAY IN US FUNDS TO DAVID W. JORDAN, TAX COLLECTOR • PO BOX 327 • TAVARES, FL 32778-0327 • 352-343-9602**

AD VALOREM TAXES					
TAXING AUTHORITY	ASSESSED VALUE	EXEMPTION AMT	TAXABLE VALUE	MILLAGE RATE	TAXES LEVIED
LAKE COUNTY GENERAL	710,210	0	710,210	5.0364	3,576.90
AMBULANCE MSTU	710,210	0	710,210	0.4629	328.76
ENVIRON LAND PURCHASE	710,210	0	710,210	0.0918	65.20
WATER AUTHORITY	710,210	0	710,210	0.2940	208.80
PUBLIC SCHOOLS					
BY STATE LAW	759,865	0	759,865	3.2080	2,437.65
BY LOCAL BOARD	759,865	0	759,865	2.9980	2,278.08
CITY OF LEESBURG	710,210	0	710,210	3.4752	2,468.12
ST JOHNS WATER MGMT	710,210	0	710,210	0.1793	127.34
N LAKE CNTY HOSP	710,210	0	710,210	0.1500	106.53
TOTAL:				15.8956	\$11,597.38

NON-AD VALOREM ASSESSMENTS		
LEVYING AUTHORITY	RATE	AMOUNT
F100 LEESBURG FIRE, NON-RES		889.36
NON-AD VALOREM ASSESSMENTS:		\$889.36

COMBINED TAXES AND ASSESSMENTS: \$12,486.74

If Paid By	Dec 31, 2023
Please Pay	\$0.00

Paid 12/03/2023 Receipt # 2023-00233441 \$12,112.14

DAVID W. JORDAN
LAKE COUNTY TAX COLLECTOR**NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS**
2023 Paid Real Estate**PAY IN US FUNDS TO DAVID W. JORDAN, TAX COLLECTOR • PO BOX 327 • TAVARES, FL 32778-0327 • 352-343-9602**

If Paid By	Dec 31, 2023
Please Pay	\$0.00

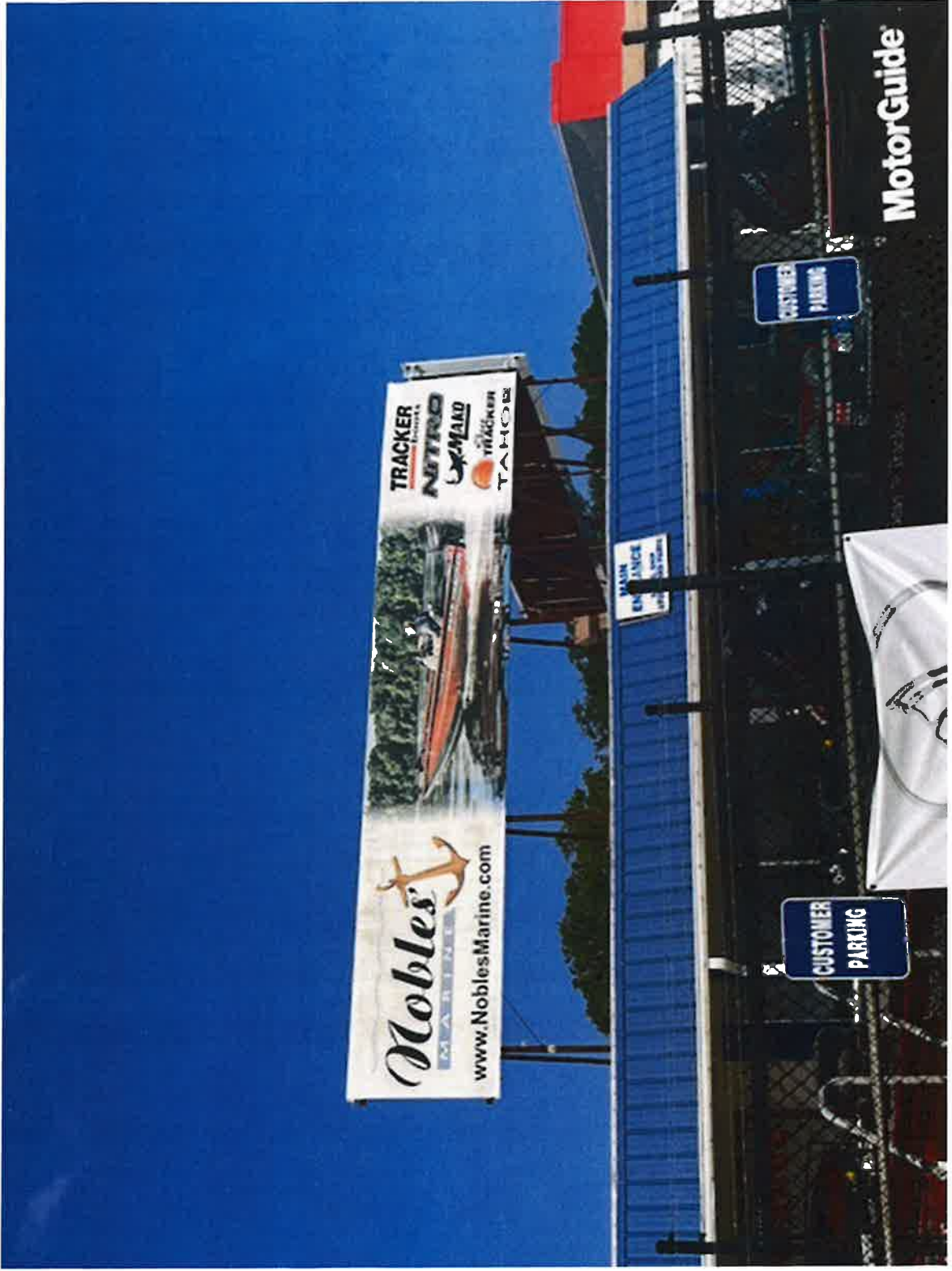
437 N PALMETTO ST

NOBLES ROBERT L & ROSA E
437 N PALMETTO ST
LEESBURG, FL 34748BEG 418.80 FT W & 839.40 FT N OF SE COR OF
GOV LOT 6 RUN E 200 FT S 25 FT E 116.64 FT
S 102.80 FT E 89.46 FT S 205.15 FT W 147.11
FT S 106
See Additional Legal on Tax Roll

ACCOUNT NUMBER	ESCROW CODE	ALTERNATE KEY	MILLAGE CODE
2319240004-000-07800		1204917	00L1

Paid 12/03/2023 Receipt # 2023-00233441 \$12,112.14









ESTIMATE

SignCrafters of Florida
1915 Greenleaf Ln
Leesburg, FL 34748

billing@signcraftersflorida.com
(352) 323-1862
www.signcraftersflorida.com



Bill to
Nobles Marine
437 N Palmetto St
Leesburg, FL 34748

Ship to
Nobles Marine
437 N Palmetto St
Leesburg, FL 34748

Estimate details

Estimate no.: 2876
Estimate date: 07/05/2024
Expiration date: 10/05/2024

Prepared by: Braiden Neck
PO Number / Memo: Nobles Marine Sign
Package

#	Date	Product or service	Description	Qty	Rate	Amount
1.		Front Lit Channel Letters	Front Lit Channel Letters "[Rope]" "Nobles" "[Anchor]" "Marine" Overall Size: 122.25" W x 48" H 3/16" Acrylic Faces with Vinyl 1" Black Trim Cap 3" Black Returns Hanley LED Illumination 3mm ACM Backs Raceway Mounted Built to MET Standards For Internal Use Only: D:2 V:3 R:3 F:0 C:24 P:0 A:6 L:2	1	\$5,325.00	\$5,325.00
2.		Sign Cabinet	Custom Sign Cabinets Varying Graphics Overall Size: 62"W x 18"H 3/16" Acrylic Faces with Vinyl HanleyLED Illumination	7	\$750.00	\$5,250.00

		Aluminum Construction			
		Painted Black			
		Built to MET Standards			
		For Internal Use Only D:3 V:6 F:32 P:8 A:4 L:4			
3.	Aluminum Panels	Custom Vinyl Graphics on Aluminum Panels	1	\$4,100.00	\$4,100.00
		Overall Dimensions: 92"W x 6"H			
		.080 Aluminum Panels			
		Digitally Printed Gradient Background w/ Rope			
4.	Custom Built Pylon Sign	Custom Built Pylon Sign	1	\$31,990.00	\$31,990.00
		Digitally Printed Graphics			
		"[Rope]" "[Nobles]" "[Anchor]" "[Marine]"			
		Overall Size: 120" W x 228" H X 30" Depth			
		Double Sided			
		Aluminum Fabricated			
		Includes Concrete and Steel Pole for Footer			
		Painted 5 Colors			
		Sign will Also include LED Video Displays: AA P10mm 2 (48" x 96") panels - Double Sided To include Nova MRV 300 Receiving Cards, Nova Star Sending Card MSD 300, Nova Star MCTRL300 Black Box for the sending card, Pluto Software (to push the board) and Nanostation M5 Wireless Bridge. - Dedicated Laptop Included as well.			
		Built to MET Standards			
		For Internal Use Only: D:4 V:3 F:40 P:12 A:8 L:8			
5.	Installation	Installation of Nobles' Marine signage at 437 N Palmetto St Leesburg, FL 34748 to include wall cabinets, channel letters, and pylon signage.	1	\$1,900.00	\$1,900.00
		For Internal Use Only: I:4 H:16 D:0.2 T:1 M:2.4 T:1			

	Removal	Removal of Existing Palmetto Drive Pylon Signage	1	\$225.00	\$225.00
		Cutting Sign To Grade, No Removal of Existing Footer			
7.	Removal	Removal of Existing Hwy 441 Main Pylon Signage	1	\$1,000.00	\$1,000.00
		Cutting Sign To Grade, No Removal of Existing Footer			
8.	Removal	Removal of Existing Hwy 441 Small Pylon Signage	1	\$225.00	\$225.00
		Cutting Sign To Grade, No Removal of Existing Footer			
9.	Removal	Removal of Existing 3rd Street Pylon Signage	1	\$225.00	\$225.00
		Cutting Sign To Grade, No Removal of Existing Footer			
10.	Sign Permit	City of Leesburg permit fee billed at cost (estimated) (Ground Sign)	1	\$125.00	\$125.00
11.	Sign Permit	City of Leesburg permit fee billed at cost (estimated) (Wall Signs)	1	\$125.00	\$125.00
12.	Permitting Procurement	Acquisition fees: Staff Time for permit processing including final inspections (*\$250 for each additional permit the municipality may require)	1	\$500.00	\$500.00
13.	Engineering	Sealed Engineered Drawings as required by municipality for structural integrity (at cost) (Ground Sign)	1	\$220.00	\$220.00
14.	Engineering	Sealed Engineered Drawings as required by municipality for structural integrity (at cost) (Wall Signs)	1	\$150.00	\$150.00
15.	NOC	Notice of Commencement Recording Services on jobs over \$5000	1	\$50.00	\$50.00

Total **\$51,410.00**

Note to customer

Thank you for choosing SignCrafters for your signage needs. By engaging in any form of business, including but not limited to purchasing, requesting quotes, or availing our services, you hereby acknowledge and agree to abide by the terms and conditions outlined by SignCrafters.

Expiry date 10/05/2024

PREPARED FOR:

Nobles Marine
437 N Palmetto St
Leesburg, Florida 34748



REVISION DATE:

2/22/2024

PROJECT MANAGER:

Davyn Riley
Davyn@SignCraftersFlorida.com

sign
crafters
OF FLORIDA

1915 Greenleaf Lane
Leesburg, FL 34748
Office: 352-323-1862
signcraftersflorida.com



ES12001170

LISTED

MET
US

MSSA
US



EZ12822

Wall Signage S1

PROJECT NAME:

Nobles Marine

ADDRESS:

437 N Palmetto St Leesburg, Florida 34748

SIGN TYPE:

Front Lit Channel Letters and Channel Clouds

DATE OF LAST REVISION:

6/27/2024

PROJECT MANAGER:

Davyn Riley
Davyn@signcraftersflorida.com

DESIGNER:

Davyn Riley
Davyn@signcraftersflorida.com

STANDARD REQUIREMENTS

ELECTRICAL REQUIREMENTS

DESIGNERS SHALL MAKE FINAL CONNECTION TO ELECTRICAL SYSTEMS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE SCOPE OF ELECTRICAL SYSTEMS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE SCOPE OF ELECTRICAL SYSTEMS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE SCOPE OF ELECTRICAL SYSTEMS.

SIGN REQUIREMENTS

DESIGNERS SHALL MAKE FINAL CONNECTION TO ELECTRICAL SYSTEMS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE SCOPE OF ELECTRICAL SYSTEMS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE SCOPE OF ELECTRICAL SYSTEMS.

NEC CODE REQUIREMENTS

THE SIGN IS INTENDED TO BE INSTALLED IN ACCORDANCE WITH THE NEC CODES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE SCOPE OF ELECTRICAL SYSTEMS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE SCOPE OF ELECTRICAL SYSTEMS.

signcrafters
of florida

1915 Greenleaf Lane
Leesburg, FL 34748
888-323-1862
signcraftersflorida.com

E512001770



118 in

46 in

TRACKER
BOATS

MERCURY

TAHOE

SEADOO

NITRO

SLACK
TRACKER

REGENCY

Job Specifications

Front Lit Channel Clouds
QTY 7 - 18" x 62"

Front Lit Channel Letters and Channel Clouds- Flush Mounted



For the actual
build out of
mansard w/o
the sign
see Bruce
Kirkley quote

Sign Code:

QTY 7 Cabinets - 18" x 62" - 7.75/Ea. (TOTAL 54.25/Ea)
QTY 1 - Channel Letters - 48" x 118" - \$7.65/Ea
TOTAL PROPOSED: 91.94/Ea

Calculations

Additional Details

A Channel Cloud with Vinyl on Face

B Black/White Day/Night Vinyl on Face

This drawing is the property of Sign Crafters of Florida. It is to be used for the purpose of obtaining a permit and for the purpose of construction. It is not to be used for any other purpose. It is not to be used for any other purpose. It is not to be used for any other purpose.

51

Nobles Marine

137 N Palmetto St
Leesburg, Florida 34748

Monument Sign with Electronic Message Center

7/11/2024

Davyn Riley
Davyn@signcraftersflorida.com

Davyn Riley
Davyn@signcraftersflorida.com

ELECTRICAL REQUIREMENTS

[illegible]

REPLACED SINGLE PHASE BY A 3-UNIT
CLOCK FOR EASY SETTING AND ADJUSTING

NEC CODE REQUIREMENTS

1915 Greenleaf Lane
Leesburg, FL 34748
Office: 352-323-1862
signcraftersflorida.com


KSSM
 KEMENTERIAN
 PENDIDIKAN
 MALAYSIA

[illegible]

Negative Cut Aluminum Face

Module	4X4 ASFB-10min	Viewing Angle:	110° Horizontal / 55° Vertical
LED Color:	RGB	"Viewing Area"	4 feet tall X 5 feet wide
Pixel Pitch:	10mm	"Display Area"	24 X 24
Display Configuration:	Double Sided	Voltage:	240
Total Sq Ft (per lav):	32 sq ft	Ventilation:	Forced Air
Display Dimensions:	4' X 8'	Frames per Second:	30
		Manufacturer:	Schneider, Manual

Additional Details	
A	Front Lit Cabinet
B	
C	
D	
E	
F	

Case	Year	Age	Sex	Occupation	Location	Time of day	Time of year	Weather	Activity	Onset	Duration	Severity	Recovery	Notes
1	1985	25	M	Student	Urban	10:00	Spring	Sunny	Walking	Sudden	10 min	Mild	Full	First episode
2	1986	30	F	Teacher	Rural	15:00	Summer	Cloudy	Teaching	Gradual	30 min	Severe	Partial	Second episode
3	1987	40	M	Farmer	Rural	08:00	Autumn	Rainy	Working	Sudden	5 min	Mild	Full	Third episode
4	1988	20	F	Student	Urban	12:00	Winter	Sunny	Studying	Sudden	15 min	Mild	Full	Fourth episode
5	1989	35	M	Engineer	Urban	18:00	Spring	Cloudy	Walking	Gradual	20 min	Severe	Partial	Fifth episode

51

Nobles Marine

437 N Palmetto St
Leesburg, Florida 34748

Monument Sign with Electronic Message Center

7/1/2024

Davyn Riley
Davyn@signcraftersflorida.com

Davyn Riley
Davyn@signcraftersflorida.com

ELECTRICAL REQUIREMENTS

INDUSTRY TRENDS WILL MAKE FIBER CONNECTIONS TO EXISTING SUBCENTERS WITHIN A LABELED ZONE A LOT OF DIFFICULTY FOR A WHILE. THE COST OF A FIBER CONNECTION IS CURRENTLY \$3,000 TO \$4,000 PER METER. TEMPORARY TUBES CAN COST A LOT MORE TO INSTALL, BUT WON'T BE AS DURABLE AS THE PERMANENT TUBES. TUBES WON'T BE AVAILABLE UNTIL THE END OF 2001, AND CURRENTLY ARE ONLY AVAILABLE TO SOME, IF ANY, CITIES. IT'S CONCERNING TO SEE IF ANY CITIES ARE GOING TO GET THE TUBES. IT'S BEING DISCUSSED FOR GOING THROUGH A REQUESTED LISTING AND THEN CHOOSING THE CITY. A TUBES CONTRACT WILL BE AROUND \$100,000 TO \$200,000, ON A PRICE-BASED CONTRACT.

DEDICATED TO THE SALE OF
ELECTRONIC EQUIPMENT
FOR THE INSTALLATION OF
ELECTRICITY IN THE
INDUSTRIAL AND COMMERCIAL
SECTORS.

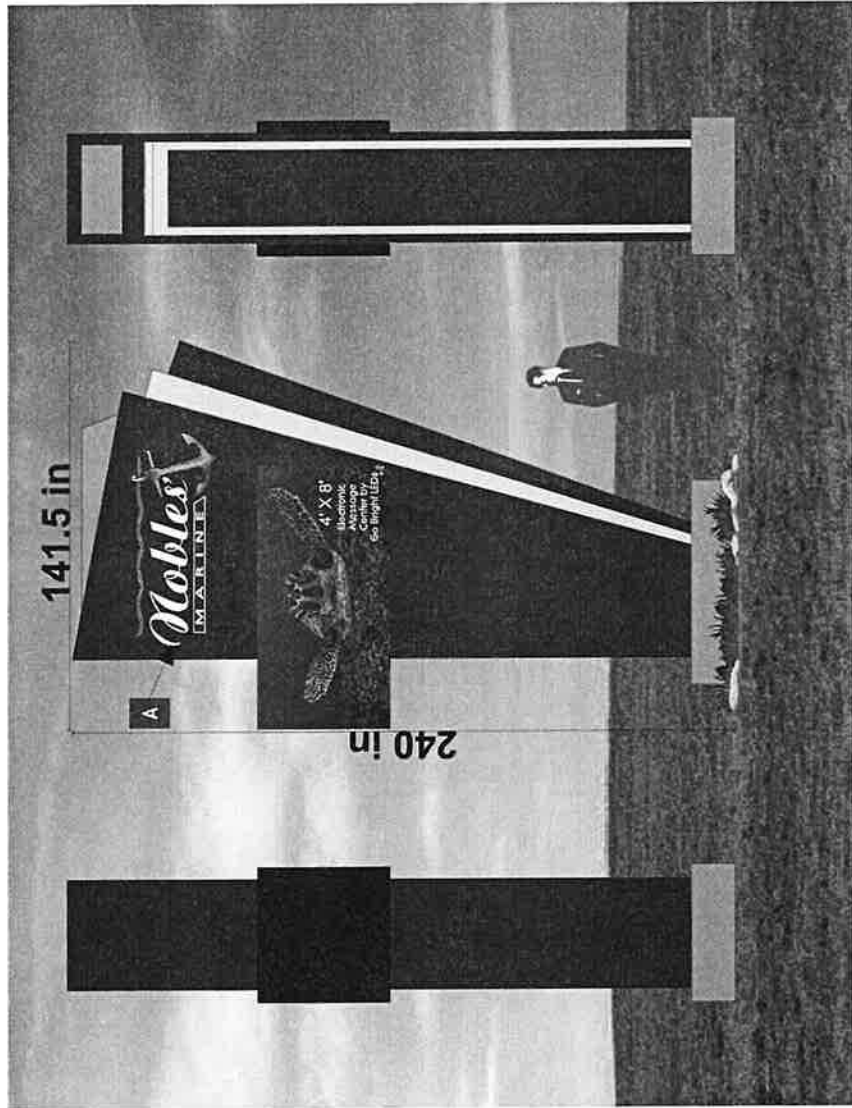
THE WORK IS INTENDING TO BE INSTALLED IN accordance with the requirements of ARTICLE 10 OF THE BUILDING CODE, REQUIREMENTS 3004 AND 3005 AND 3007. THESE ARE THE LOCAL CODES WHICH ALSO TAKE INTO ACCOUNT ALL REVISIONS OF THE STATE BUILDING CODE REQUIREMENTS. THIS INCLUDES ANY OTHER ORDINANCES AND REVISIONS OF THE



12



By signing this document, I/decl agree to the build style, including material colors (size, lighting (if applicable)) and sub location as well as working/polling out loud. Should any changes be requested (during the signing of this document, additional fees may apply).



Negative Cut Aluminum Face



Module:	4x4 ASP6-10min	Viewing Angle:	110° Horizontal / 55° Vertical
LED Color:	RGB	Display Area:	4 feet tall x 6 feet wide
Pixel Pitch:	10mm	Display Matrix:	24 X 24
Display Configuration:	Double Sided	Voltage:	210
Total Sq Ft (per foot):	32 sq ft	Ventilation:	Forced Air
Display Dimensions:	4" X 8"	Frames per Second:	30
		Dimming:	Scheduler / Manual

Negative Cut Aluminum

Aluminum

A

B

C

D

E

F

[illegible]

By signing this document, client agrees to the build style, including material colors (note, lighting (if applicable)) and retail location as well as working/drop-off curbed. Should any changes be requested following the signing of this document, additional fees may apply.

15

Nobles Marine

437 N Palmetto St
Leesburg, Florida 34748

Monument Sign with Electronic Message Center

Davyn Riley
Davyn@signcraftersflorida.com

ELECTRICAL REQUIREMENTS

the company's sales force. The commission on outside sales is 10 percent, while salesmen on an inside sales force receive 15 percent. The reason for the difference is that the salesmen on the outside sales force are expected to sell more than those on the inside sales force. The salesmen on the inside sales force are expected to sell less than those on the outside sales force.

DEDICATED SINGLE PHASE 220V 10A CIRCUIT
CIRCUIT BREAKER INSTALLED WITHIN 6 FEET OF MAIN
THREE WIRE LINE GROUNDING METHOD

THE SIGN IS INTENDED TO BE INSTALLED IN CONFORMANCE WITH THE REQUIREMENTS OF ARTICLE 6(3) OF THE 2017 NEC CODE.

SIGN
Cratters

15



This drawing is the sole property of Septa Culture of Florida (with the exception of registered trademarks), and is loaned solely for the purpose of reviewing design, fabrication and installation plans. By accepting this document, Septa Culture of Florida client agrees that it will not be permitted to reproduce, copy, or otherwise use this drawing for any purpose without the written consent of Septa Culture of Florida. This drawing is loaned solely for the purpose of reviewing design, fabrication and installation plans. Violation of these terms shall result in legal penalties, not including court costs.

By signing the document, client agrees to the build type, including materials, colors, wall height, and install location, as well as walling/spacing/outlets. Should any changes be requested following the signing of this document, additional fees may apply.



Nobles
MARINE

4' X 8'
Stainless
Message
Center by
Go Bright LED

612

240 in



Negative Cut Aluminum Face



Endeck Faux Wood Material

Module:	4X4 A5F2-10mm	Viewing Angle:	110° Horizontal/155° Vertical
LED Color:	RGB	Display Area:	4 feet tall X 8 feet wide
Pixel Pitch:	10mm	Display Matrix:	24 X 24
Display Configuration:	Double Sided	Voltage:	210
Total Sq Ft (per face):	32 sq. ft.	Ventilation:	Forced Air
Display Dimensions:	4' X 8'	Frames per Second:	30
		Dimming:	Scheduled or Manual

A	Negative Cut Aluminum Face	
B	Endeck Faux Wood Material	
C	1/2" White Acrylic	

x Client

J W Berry Signs, Inc.
PO BOX 491620
Leesburg, FL 34749

Estimate

Date	Estimate #
8/6/2024	455

Project Address

Nobles Marine
Leesburg, FL

Description	Qty	Rate	Total
Fabricate & install-		*****	27,494.00
1 (One)- set of 263.5" x 73.75" LED lighted channel letters Nobles Marine with anchor logo as per specs provided			
6 (Six) 36" x 96" LED sign cabinets as per specs provided			
1 (One) 192" x 172" Double sided LED lighted monument sign with 2 Electronic Message Centers 10mm full color RGB as per specs provided		*****	83,688.00
Total			\$111,182.00

X_____

Authorized Signature

172 in
168 in
155 in
120 in



CABINET TO HAVE ALUMINUM OVER INTERNAL ANGLE. ALL WELDED FRAME. 4" ALUMINUM ANGLE. ALL WELDED FRAME. CABINET TO BE INTERNALLY ILLUMINATED WITH WHITE LED STRIPS

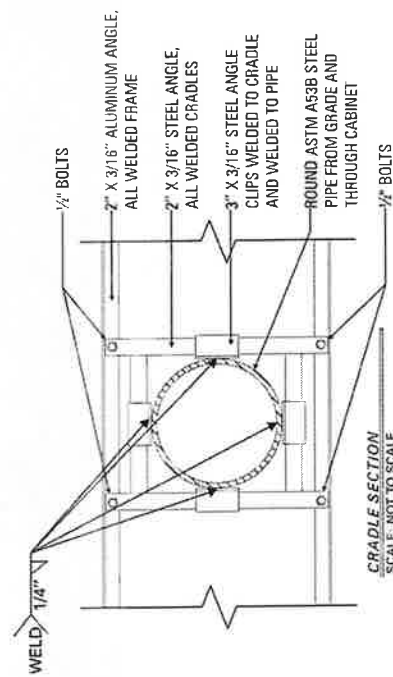
Electronic Message Center, 10mm RGB

POLE COVER TO HAVE ALUMINUM OVER INTERNAL ANGLE. ALL WELDED FRAME. FINISH TO BE SIMULATED STUCCO.



SUPPORT: ASTM A53B ROUND STEEL SUPPORT. SIZE TO BE DETERMINED BY STATE CERTIFIED ENGINEER.

CONCRETE FOUNDATION. SIZE TO BE DETERMINED BY STATE CERTIFIED ENGINEER.



DRWG.#	0001
DATE:	04-10-24
REV. DATE	
LOCATION:	
FILE:	Nobles Marine
SALES REP.:	Jeremy
DRAWN BY:	Jeremy
SCALE:	NTS
PAGE#:	(1) of (1)

If approved, please print, sign, date and fax or scan and email back to 352-460-0751 • jwberrysigns@gmail.com

Approved By: _____ Date: _____

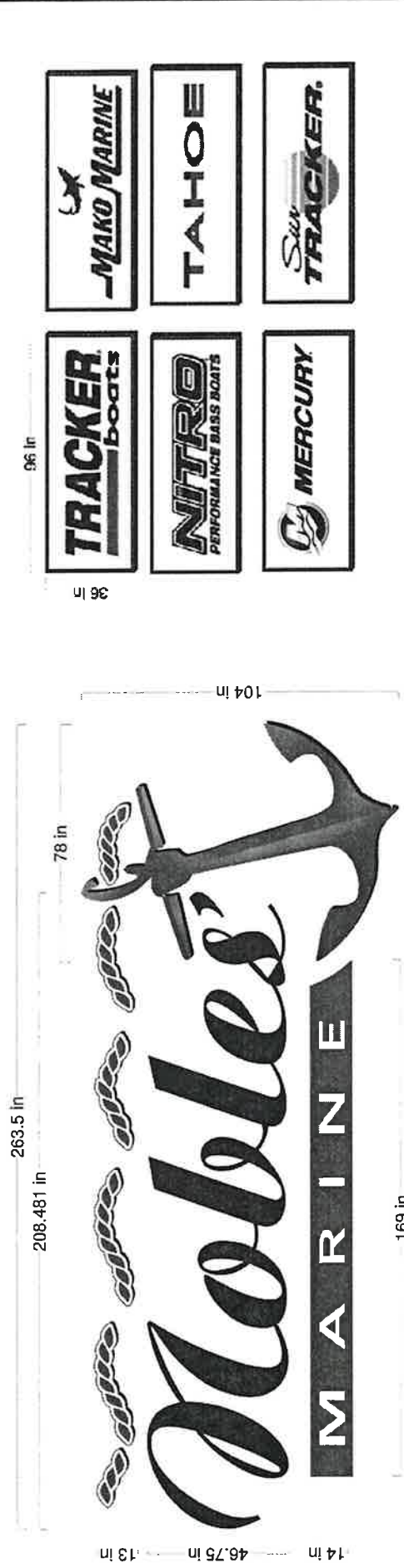
Landlord Approval: _____ Date: _____

Notes:



(352) 728-1119
jwberrysigns@gmail.com
3203 Castron Rd. • Leesburg, FL 34748

Example 1



If approved, please print, sign, date and fax or scan and email back to 352-460-0751 • jwberrysigns@gmail.com

DRWG.#	0001
DATE:	04-10-24
REV. DATE	
LOCATION:	Nobles Marine
FILE:	Jeremy
SALES REP:	Jeremy
DRAWN BY:	NTS
SCALE:	(1) of (1)
PAGE#:	

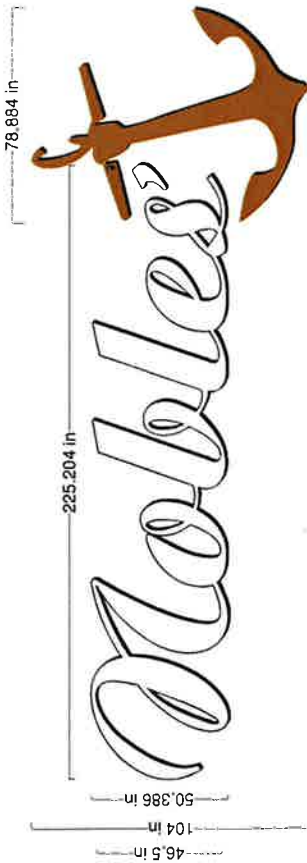
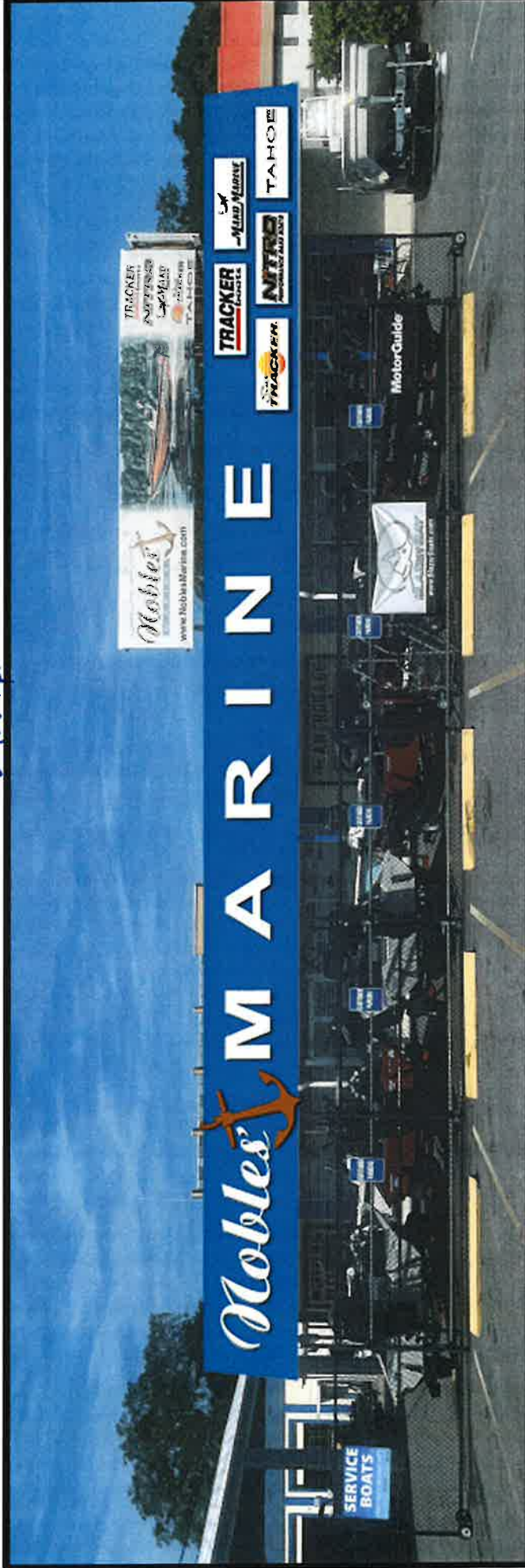
J.W. Berry Signs
 (352) 728-1119
 jwberrysigns@gmail.com
 3203 Castle Rd. • Leesburg, FL 34748

Notes:

Approved By: _____ Date: _____

Landlord Approval: _____ Date: _____

Example 2



96 in



606.003 in

M A R I N E

If approved, please print, sign, date and fax or scan and email back to 352-460-0751 • jwberrysigns@gmail.com

DRWG.# 0001
DATE: 04-10-24
REV. DATE:
LOCATION: Nobles Marine
FILE: Jeremy
SALES REP.: Jeremy
DRAWN BY: NTS
SCALE: (1) of (1)
PAGE#:



(352) 728-1119
jwberrysigns@gmail.com
3203 Casteen Rd. • Leesburg, FL 34748

Notes:

Approved By: _____ Date: _____

Landlord Approval: _____ Date: _____



If approved, please print, sign, date and fax or scan and email back to 352-460-0751 • jwberry signs@gmail.com

Notes:

Approved By: _____ Date: _____

Landlord Approval: _____ Date: _____

DRWG.#	0001
DATE:	04-10-24
REV. DATE	
LOCATION:	Nobles Marine
FILE:	Jeremy
SALES REP:	Jeremy
DRAWN BY:	NTS
SCALE:	(1) of (1)
PAGE#:	

Bruce Kirkley Remodeling LLC
33827 Picciola Dr
Parkland Park, FL 34731

Date 8/29/2024

Nobles Marine (att: Shoran)
437 N Palmetto St
Leesburg, FL

Building
Masard above stove

Estimate# 2391

Planes, sealed engineer and permitting

- 1- Sealed engineer
- 2- Permitting City of Leesburg

\$3,900

Removal of existing sign

\$2,500

Install Materiel and labor

- 1- Install front 90 feet by 6 feet and sides 5 feet by 6 feet tall
- 2- Installed with 29 gage galvanized studs
- 3- Anchored to roof top per engineered plans

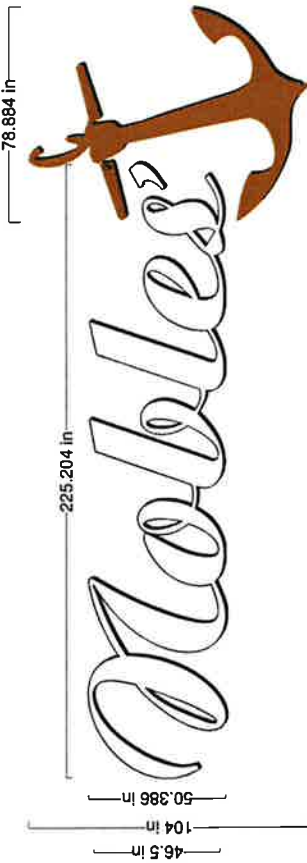
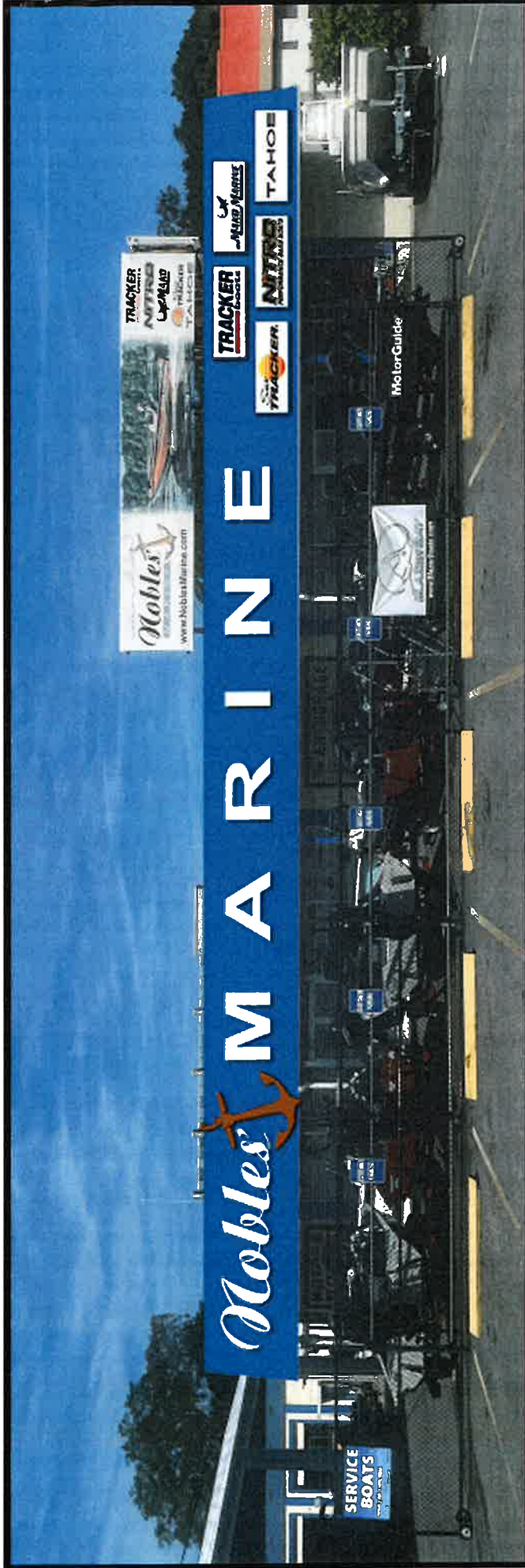
\$9,500

Install electric to sign

\$1,750

Total project \$17,650

Sincerely yours,
Bruce Kirkley



96 in



606.003 in

M A R I N E



(352) 728-1119

jwberrysigns@gmail.com

3203 Casteen Rd. • Leesburg, FL 34748

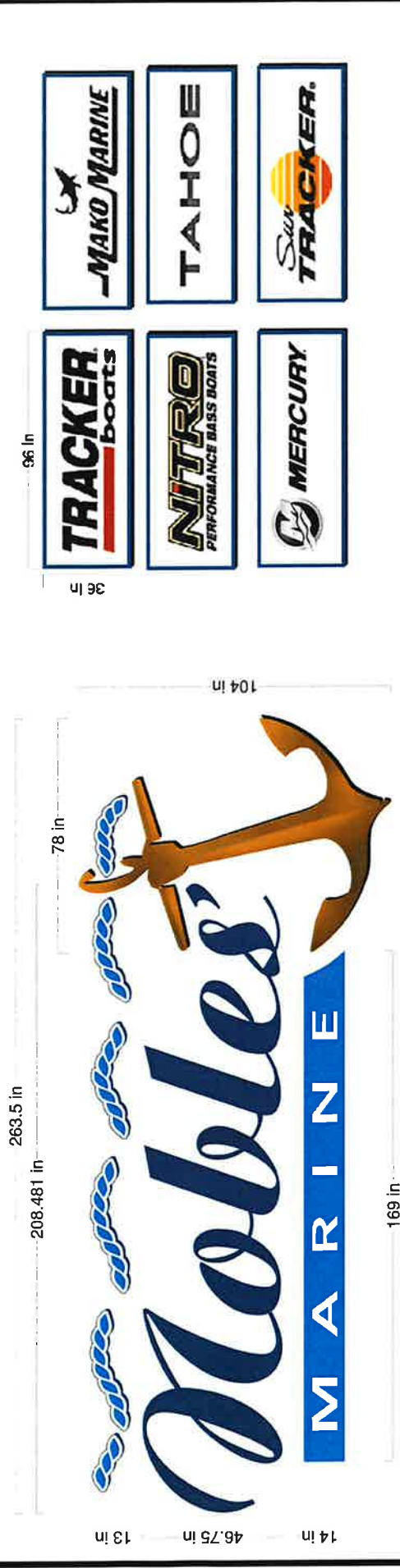
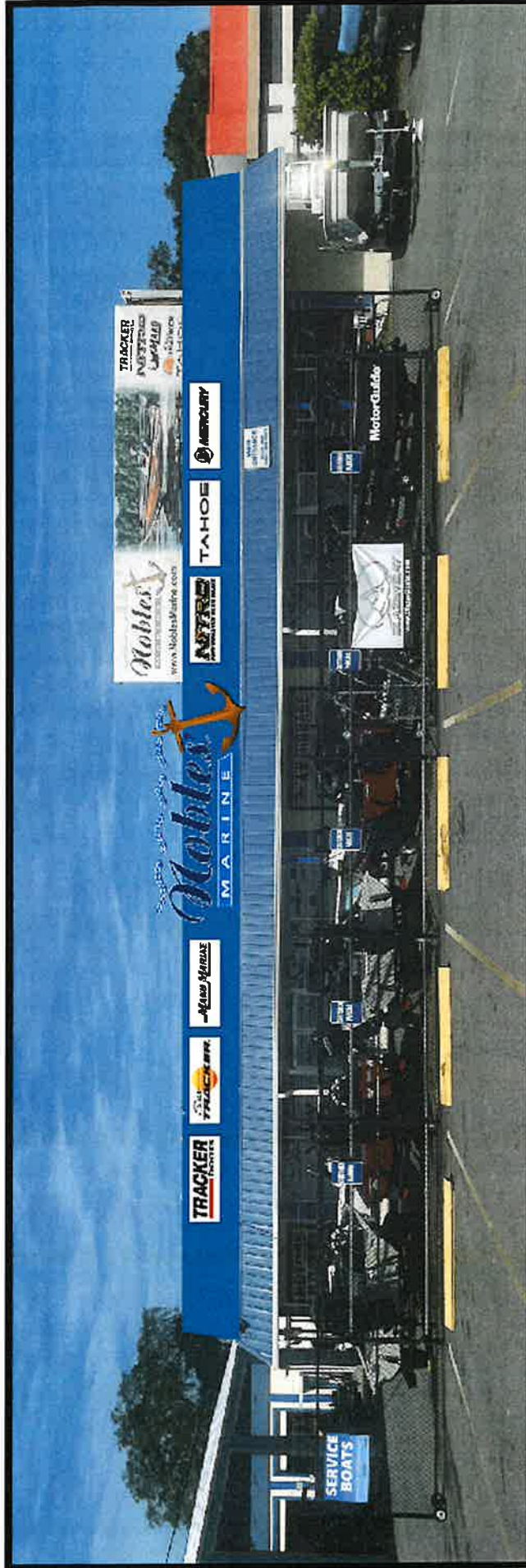
DRWG.#	0001
DATE:	04-10-24
REV. DATE	
LOCATION:	Nobles Marine
FILE:	Jeremy
SALES REP.:	Jeremy
DRAWN BY:	NTS
SCALE:	(1) of (1)
PAGE#:	

If approved, please print, sign, date and fax or scan and email back to 352-460-0751 • jwberrysigns@gmail.com

Approved By: _____ Date: _____

Landlord Approval: _____ Date: _____

Notes:



J.W. Berry Signs
 (352) 728-1119
 jwberrysigns@gmail.com
 3203 Casteen Rd. • Leesburg, FL 34748

DRWG.# 0001
 DATE: 04-10-24
 REV. DATE:
 LOCATION:
 FILE: Nobles Marine
 SALES REP.: Jeremy
 DRAWN BY: Jeremy
 SCALE: NTS
 PAGE#: (1) of (1)

If approved, please print, sign, date and fax or scan and email back to 352-460-0751 • jwberrysigns@gmail.com

Approved By: _____ Date: _____

Landlord Approval: _____ Date: _____

Notes:

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.3.

Meeting Date: December 16, 2024

From: Corey Goepfert, (Gas Director)

Subject: Resolution of the City Commission of the City of Leesburg, Florida authorizing the Director of the Gas Department to approve Discounted Gas Transactions (Prepays) and associated documents under the Gas Services Agreement with Florida Gas Utility, including documents regarding extensions of the term of such transactions in accordance with the agreement; and providing an effective date.

Staff Recommendation:

Staff recommends accepting and approving the Resolution authorizing the director of the Gas Department to approve discounted gas transactions (prepays) and associated documents under the gas service agreement with Florida Gas Utility, including documents regarding extensions of the term of such transactions in accordance with the agreement.

Analysis:

The City of Leesburg is authorizing the director of the Gas Department to approve discounted gas transactions (prepays) and associated documents under the gas services agreement with Florida Gas Utility, including documents regarding extensions of the term of such transaction in accordance with the agreement.

Procurement Analysis:

N/A

Options:

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

Fiscal Impact:

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, AUTHORIZING THE DIRECTOR OF THE GAS DEPARTMENT TO APPROVE DISCOUNTED GAS TRANSACTIONS (PREPAYS) AND ASSOCIATED DOCUMENTS UNDER THE GAS SERVICES AGREEMENT WITH FLORIDA GAS UTILITY, INCLUDING DOCUMENTS REGARDING EXTENSIONS OF THE TERM OF SUCH TRANSACTIONS IN ACCORDANCE WITH THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Leesburg (the "City") is a party to a Gas Services Agreement with Florida Gas Utility ("FGU"), dated as of October 1, 2000 (the "Agreement"), which governs the terms and conditions under which natural gas is supplied to the City; and

WHEREAS, the City Commission recognizes the need for flexibility in approving discounted prepaid gas transactions ("Prepays") and other associated documents as part of the City's participation in various gas supply transactions, in accordance with the terms of the Agreement; and

WHEREAS, the City Commission wishes to grant the Director of the Gas Department the authority to approve discounted gas transactions (prepays) and associated documents, in accordance with the provisions of this Resolution which will constitute an Addendum to the Agreement, without requiring prior approval from the City Commission for each individual transaction or document; and

WHEREAS, this Resolution provides specific guidance for extending the term of certain transactions, ensuring that the City maximizes discounts and adheres to the contractual obligations under the Agreement.

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

Section 1. Authorization of the Gas Department Director. The City Commission hereby authorizes the Director of the Gas Department, or his/her designee, to approve discounted prepaid gas transactions ("Prepays") that discount the price of existing and/or future gas transactions without requiring prior approval from the City Commission, subject to the conditions and limitations outlined in this resolution.

Section 2. Conditions of Authority. The authority granted in Section 1 shall be subject to the following conditions:

- a) The discounted prepaid gas transactions must be consistent with the budgeted rate structure and pricing guidelines established by the City Commission for the Gas Department.

- b) The Director shall provide an annual report to the City Commission summarizing the total value of all discounted prepaid gas transactions approved under this authority, including a breakdown of any discounts granted.
- c) The Director may not approve any discounted prepaid gas transactions that would result in a net loss to the Gas Department's revenue or violate any applicable financial policies of the City.

Section 3. Compliance with Laws and Regulations. The Director of the Gas Department, in exercising the authority granted herein, shall ensure that all prepaid gas transactions and associated discounts comply with all applicable laws, regulations, and City policies, including those governing utility rates, financial management, and fiscal responsibility.

Section 4. Effectiveness of the Resolution. This resolution shall take effect immediately upon its adoption by the City Commission.

Section 5. Severability. If any section, sentence, clause, or phrase of this resolution is held to be invalid or unconstitutional by any court of competent jurisdiction, the remaining portions of the resolution shall remain in full force and effect.

PASSED AND ADOPTED at the regular meeting of the City Commission of the City of Leesburg, Florida, held on the 16th day of December 2024.

James A. Burry, Jr., Mayor

ATTEST:

J. Andi Purvis, City Clerk

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.B.1.

Meeting Date: December 16, 2024

From: Dan Miller, (Planning and Zoning Director)

Subject: An Ordinance of the City of Leesburg, Florida, annexing certain real property consisting of approximately 2.82 +/- acres, and being generally located east of Sleepy Hollow Road and south of Park Hill Avenue, lying in Section 29, 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. (Sunnyside View ANNX)

Staff Recommendation:

The Planning and Zoning Staff recommends approval of the proposed ordinance for annexation of 2.82 +/- acres.

Analysis:

The applicant has submitted a request for annexation of approximately 2.82 +/- acres, generally located east of Sleepy Hollow Road and south of Park Hill Avenue, as shown on the attached General Location Map. At this time, the property is undeveloped land. The current zoning is Lake County R-1 (Rural Residential); the proposed zoning is City R-1 (Low Density Residential). The reason for this request is to connect to city utilities. The proposal of the property is construct eight (8) single family houses.

The property is surrounded by Leesburg R-1-A (Single Family Residential) and SPUD (Small Planned Unit Development) as well as Lake County R-1 (Rural Residential), R-3 (Medium Residential), and R-4 (Medium Suburban Residential). 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 Rezoning Application, had recommendations for approval from the staff and Planning Commission at the public hearing held on November 21, 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 2.82 +/- ACRES, AND BEING GENERALLY LOCATED EAST OF SLEEPY HOLLOW ROAD AND SOUTH OF PARK HILL AVENUE, LYING IN SECTION 29, 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. (SUNNYSIDE VIEW ANNX)

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

Section 1.

Based upon the petition of Alexandre Trein, 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 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.

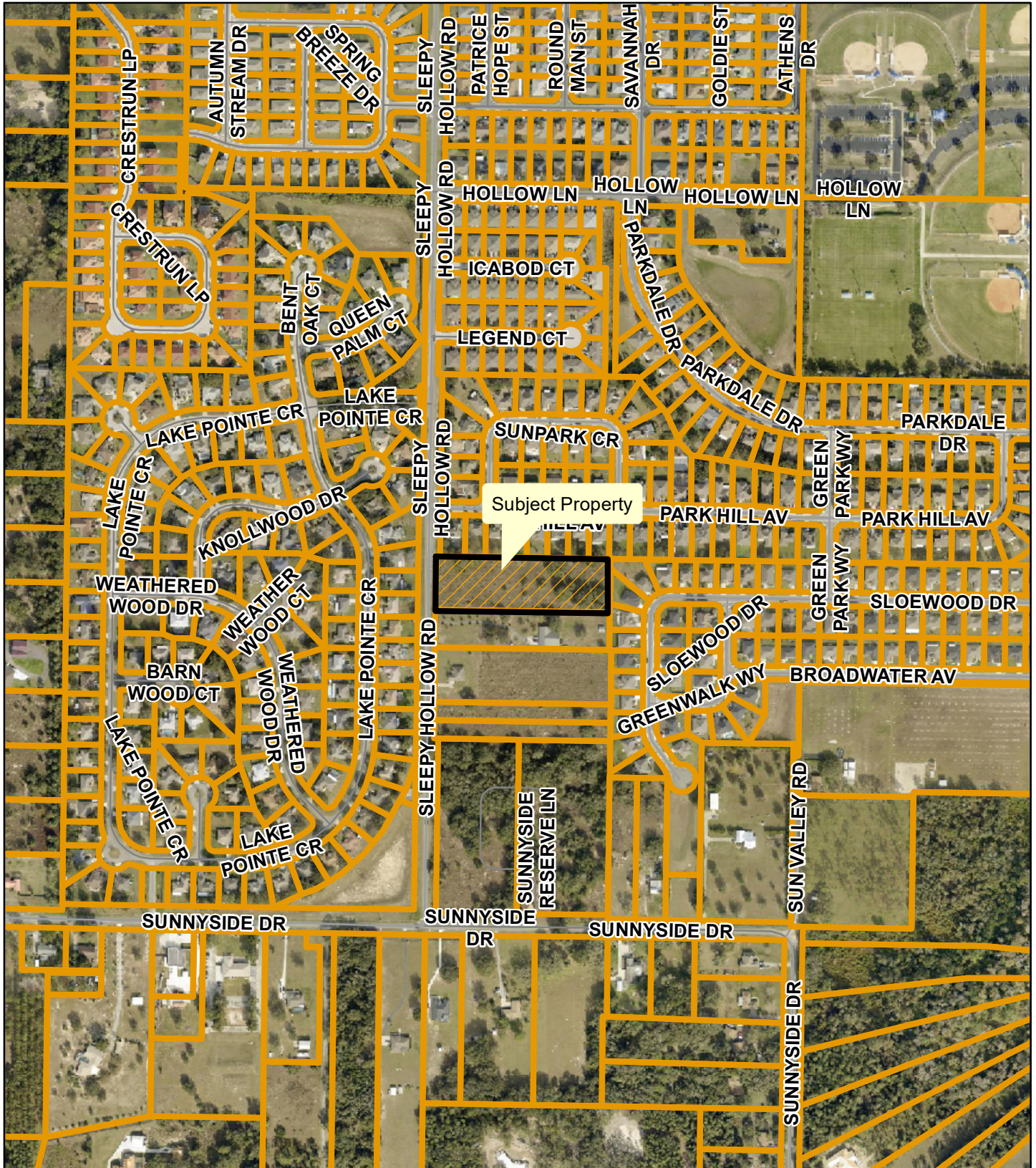
PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the _____ day of _____ 2025.

Mayor

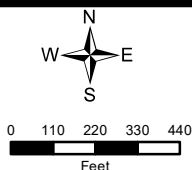
ATTEST:

City Clerk

Extended Aerial

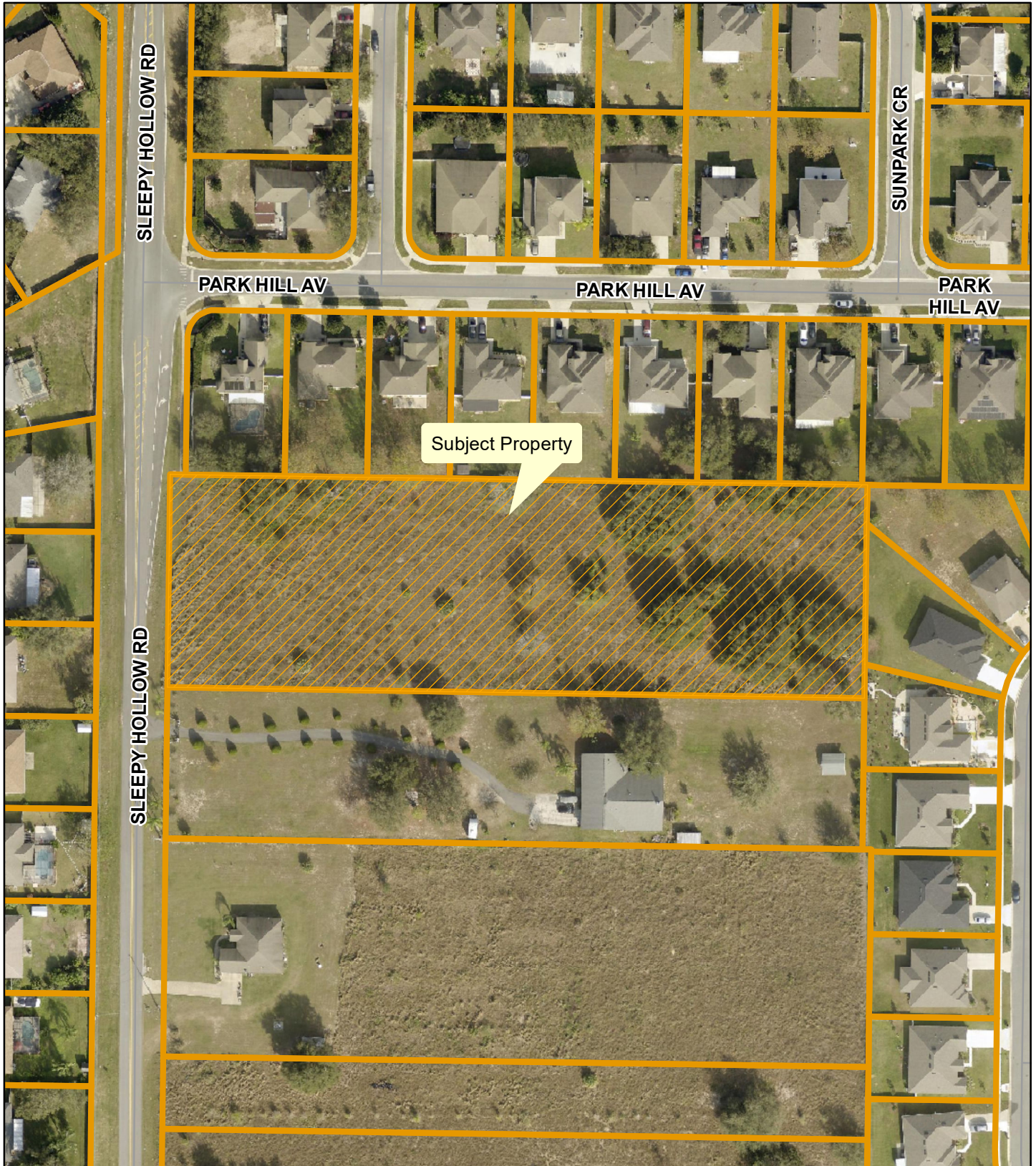


**Planning
& Zoning
Division**

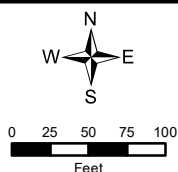


ANNX-24-333, SSCP-24-334, RZ-24-335
Sunnyside View Residences
Sleepy Hollow Road
AK # 3808526
October 29, 2024

Aerial

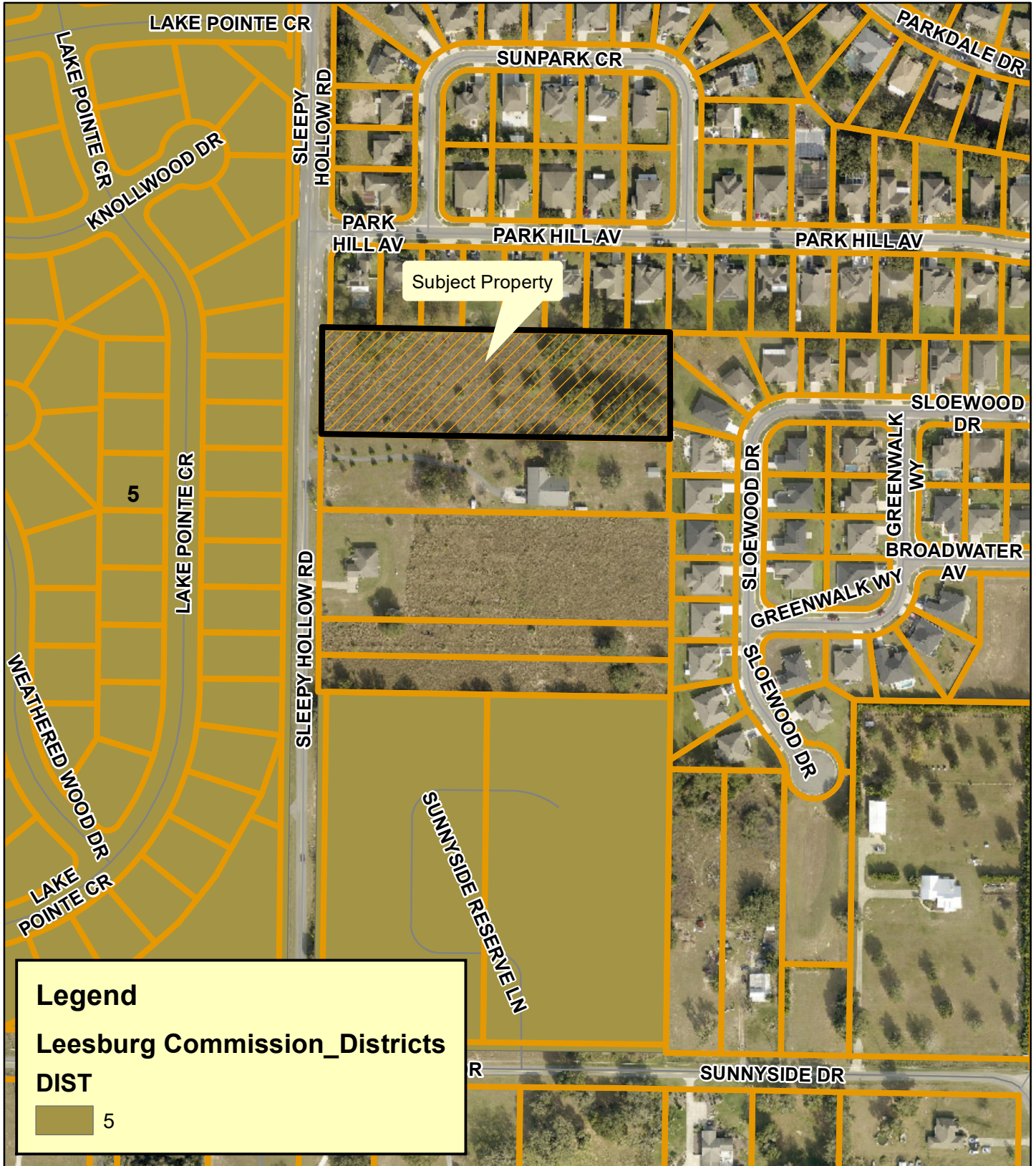


**Planning
& Zoning
Division**

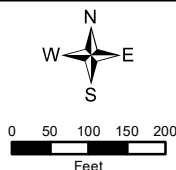


ANNX-24-333, SSCP-24-334, RZ-24-335
Sunnyside View Residences
Sleepy Hollow Road
AK # 3808526
October 29, 2024

Commission District

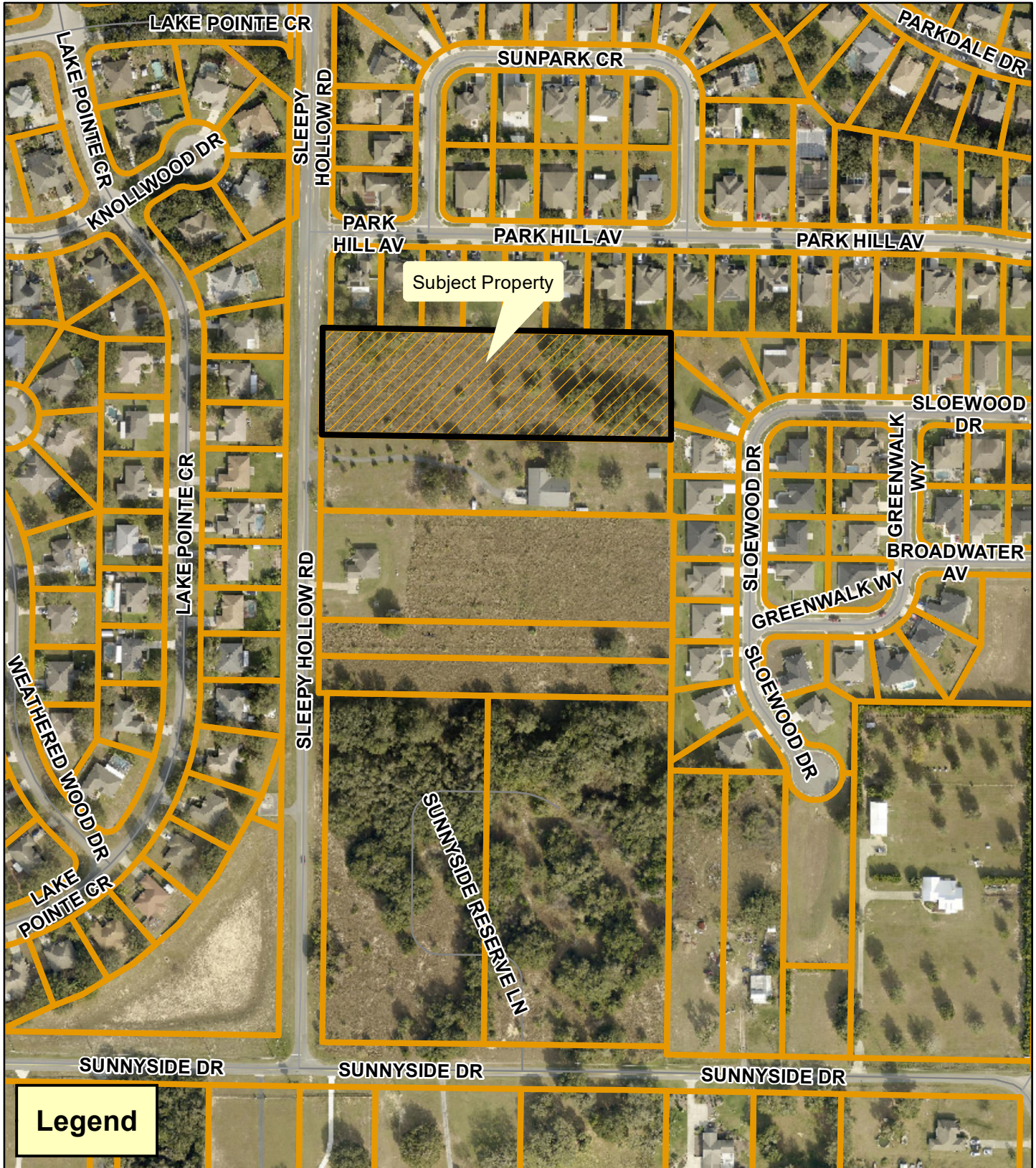


**Planning
& Zoning
Division**



ANNX-24-333, SSCP-24-334, RZ-24-335
Sunnyside View Residences
Sleepy Hollow Road
AK # 3808526
October 29, 2024

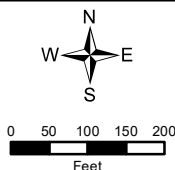
Community Redevelopment Area



Legend



**Planning
& Zoning
Division**



ANNX-24-333, SSCP-24-334, RZ-24-335
Sunnyside View Residences
Sleepy Hollow Road
AK # 3808526
October 29, 2024

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.B.2.

Meeting Date: December 16, 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 2.82 +/- acres from Lake County Urban Low Density to City of Leesburg (SEM) Sunnyside Estates Medium, for a property generally located east of Sleepy Hollow Road and south of Park Hill Avenue, lying in Section 29, Township 19 South, Range 25 East, Lake County, Florida; and providing an effective date. (Sunnyside View 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 2.82 +/- acres from Lake County Urban Low Density to City of Leesburg (SEM) Sunnyside Estates Medium.

Analysis:

The project site is approximately 2.82 acres. The property is generally located east of Sleepy Hollow Road and south of Park Hill Avenue. Currently, the property is undeveloped acreage. The proposed use is for residential. The surrounding Future Land Use Map designations of Lake County Urban Low Density and Rural Transition and City of Leesburg Sunnyside Estates are compatible, as conditioned in the Rezoning, with the proposed future land use designation of City (SEM) Sunnyside Estates Medium. The proposed zoning designation of City R-1 (Low Density Residential) 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 November 21, 2024, and recommended approval.

Procurement Analysis:

N/A

Options:

1. Approve the requested large-scale comprehensive plan amendment from Lake County Urban Low Density to City of Leesburg (SEM) Sunnyside Estates Medium; or
2. Other such action as the Commission may deem appropriate.

Fiscal Impact:

There is no direct fiscal impact to the City for this action. Future development of the property will increase this anticipated impact from collection of impact fees, ad valorem taxes and utility charges.

Future development of this site will create a substantial positive 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 2.82 +/- ACRES FROM LAKE COUNTY URBAN LOW DENSITY TO CITY OF LEESBURG (SEM) SUNNYSIDE ESTATES MEDIUM, FOR A PROPERTY GENERALLY LOCATED EAST OF SLEEPY HOLLOW ROAD AND SOUTH OF PARK HILL AVENUE, LYING IN SECTION 29, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (SUNNYSIDE VIEW 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 2.82 acres of land generally located east of Sleepy Hollow Road and south of Park Hill Avenue from Lake County Urban Low Density to City of Leesburg (SEM) Sunnyside Estates Medium, as shown on the revised map of said area, lying in Section 29, Township 19 South, Range 25 East, Lake County Florida;

Section 2.

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

Section 3.

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

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the _____ day of _____, 2025.

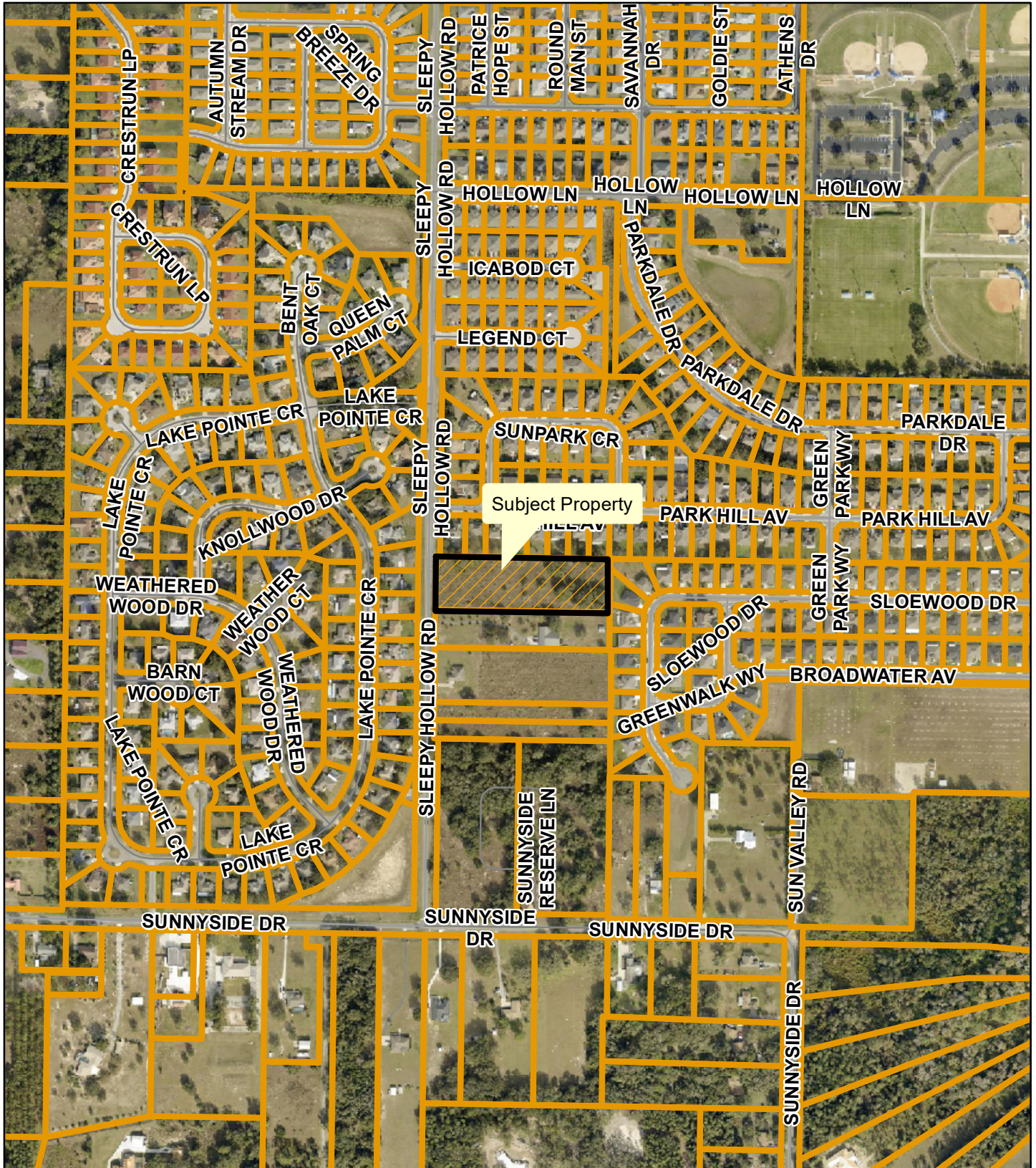
THE CITY OF LEESBURG, FLORIDA

Mayor

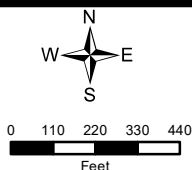
ATTEST:

City Clerk

Extended Aerial

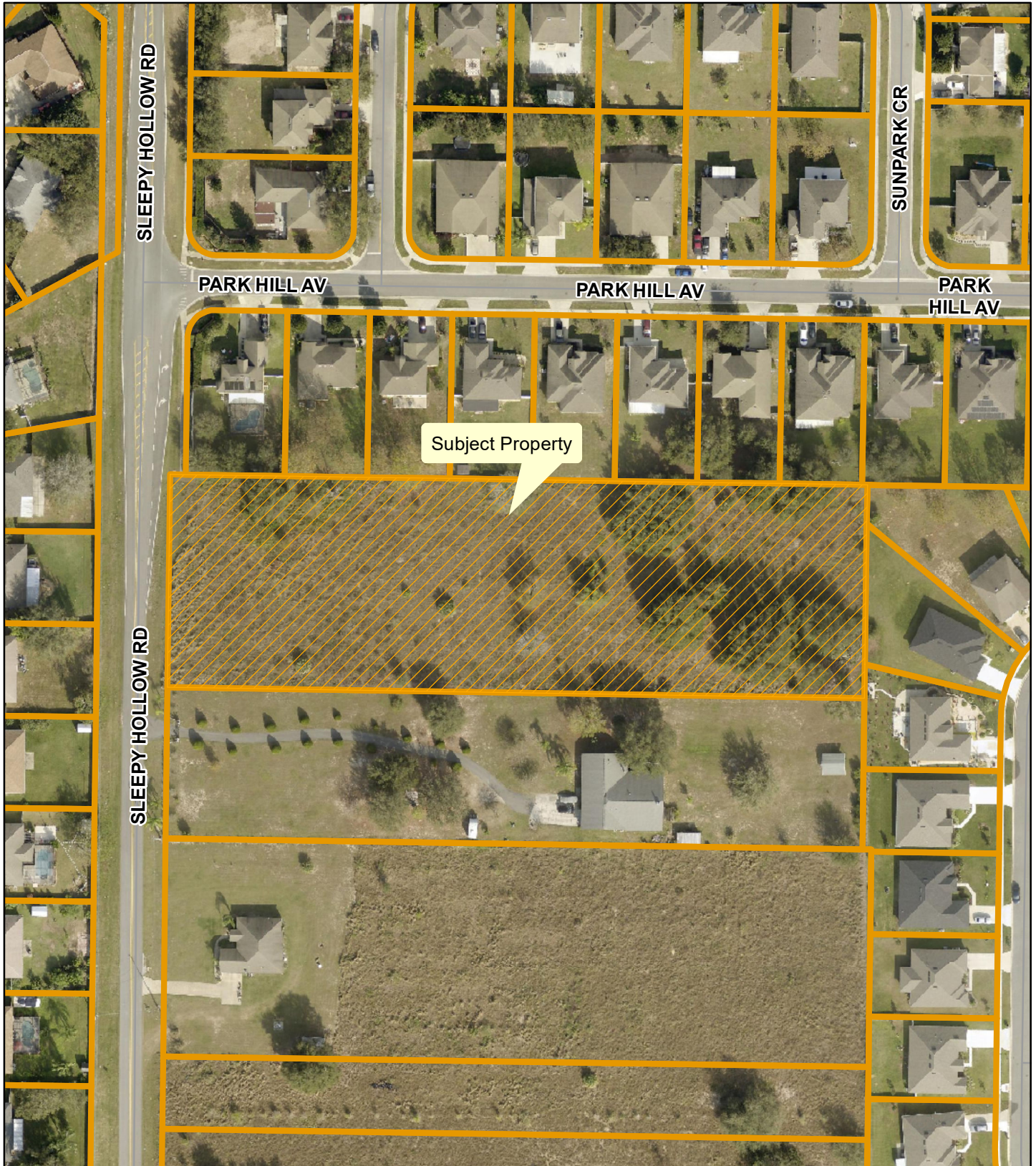


**Planning
& Zoning
Division**

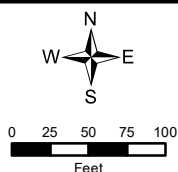


ANNX-24-333, SSCP-24-334, RZ-24-335
Sunnyside View Residences
Sleepy Hollow Road
AK # 3808526
October 29, 2024

Aerial

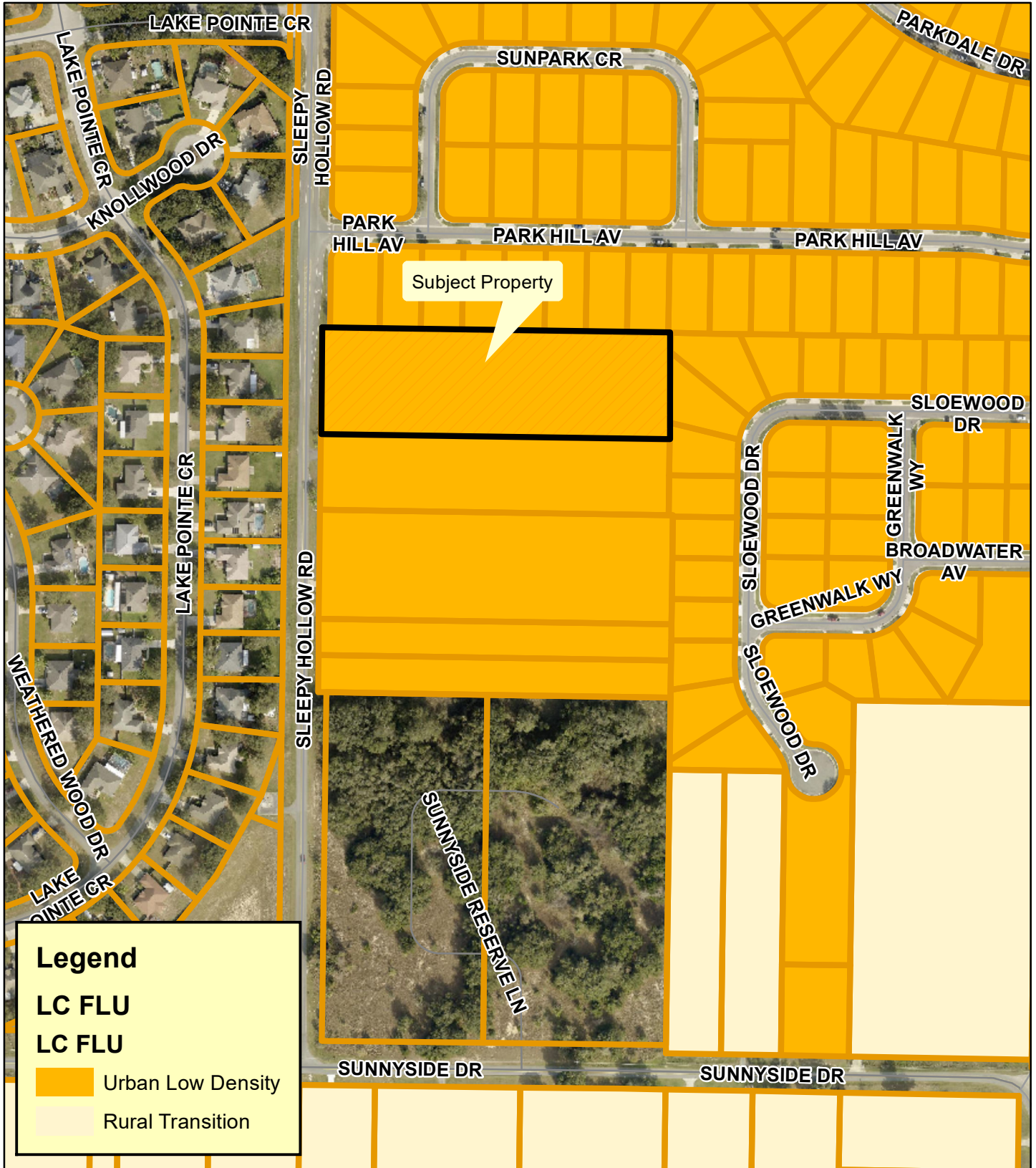


**Planning
& Zoning
Division**

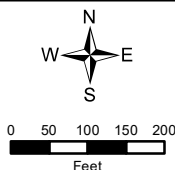


ANNX-24-333, SSCP-24-334, RZ-24-335
Sunnyside View Residences
Sleepy Hollow Road
AK # 3808526
October 29, 2024

Lake County Future Land Use

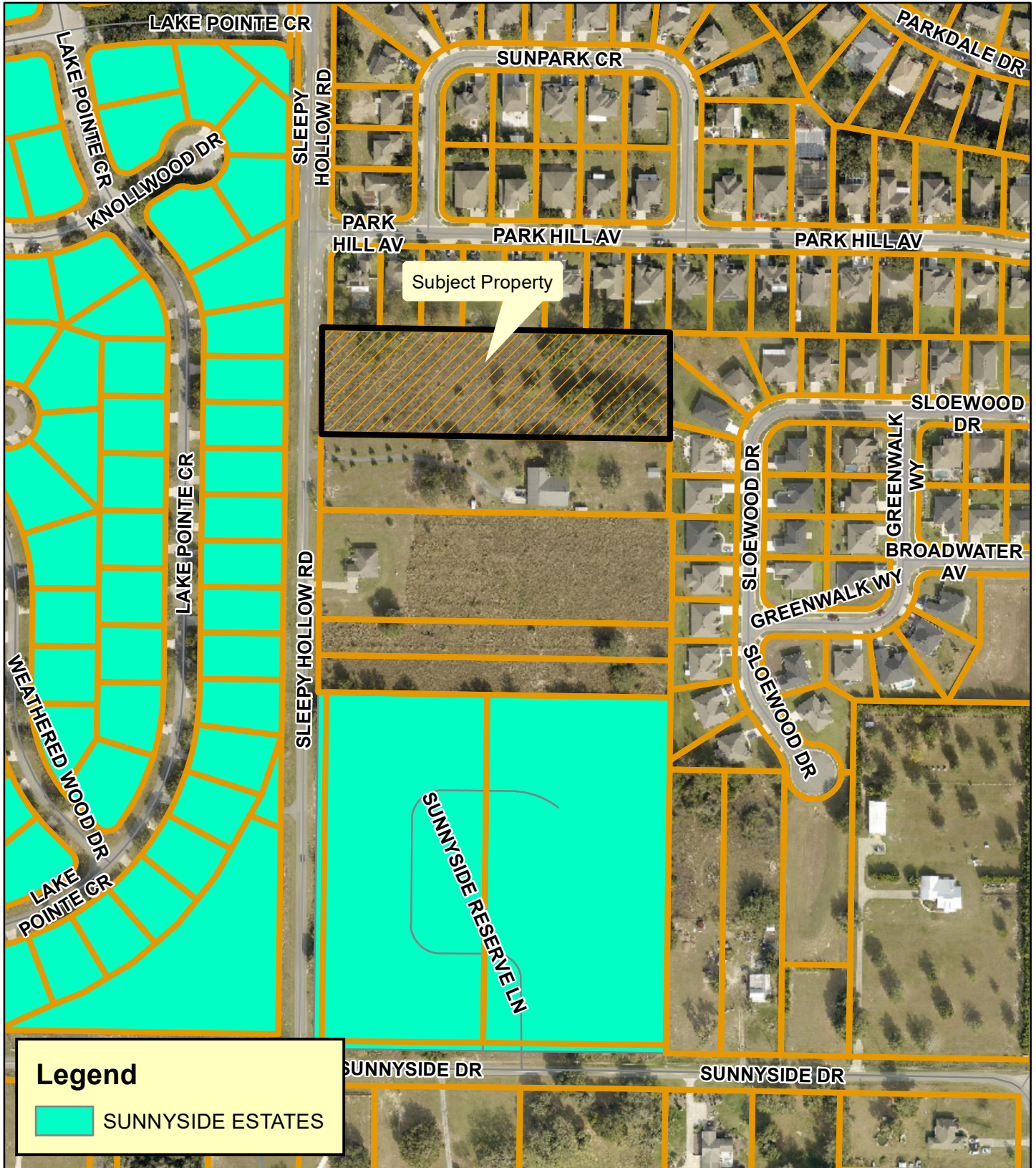


**Planning
& Zoning
Division**

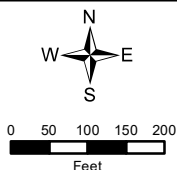


ANNX-24-333, SSCP-24-334, RZ-24-335
Sunnyside View Residences
Sleepy Hollow Road
AK # 3808526
October 29, 2024

Future Land Use

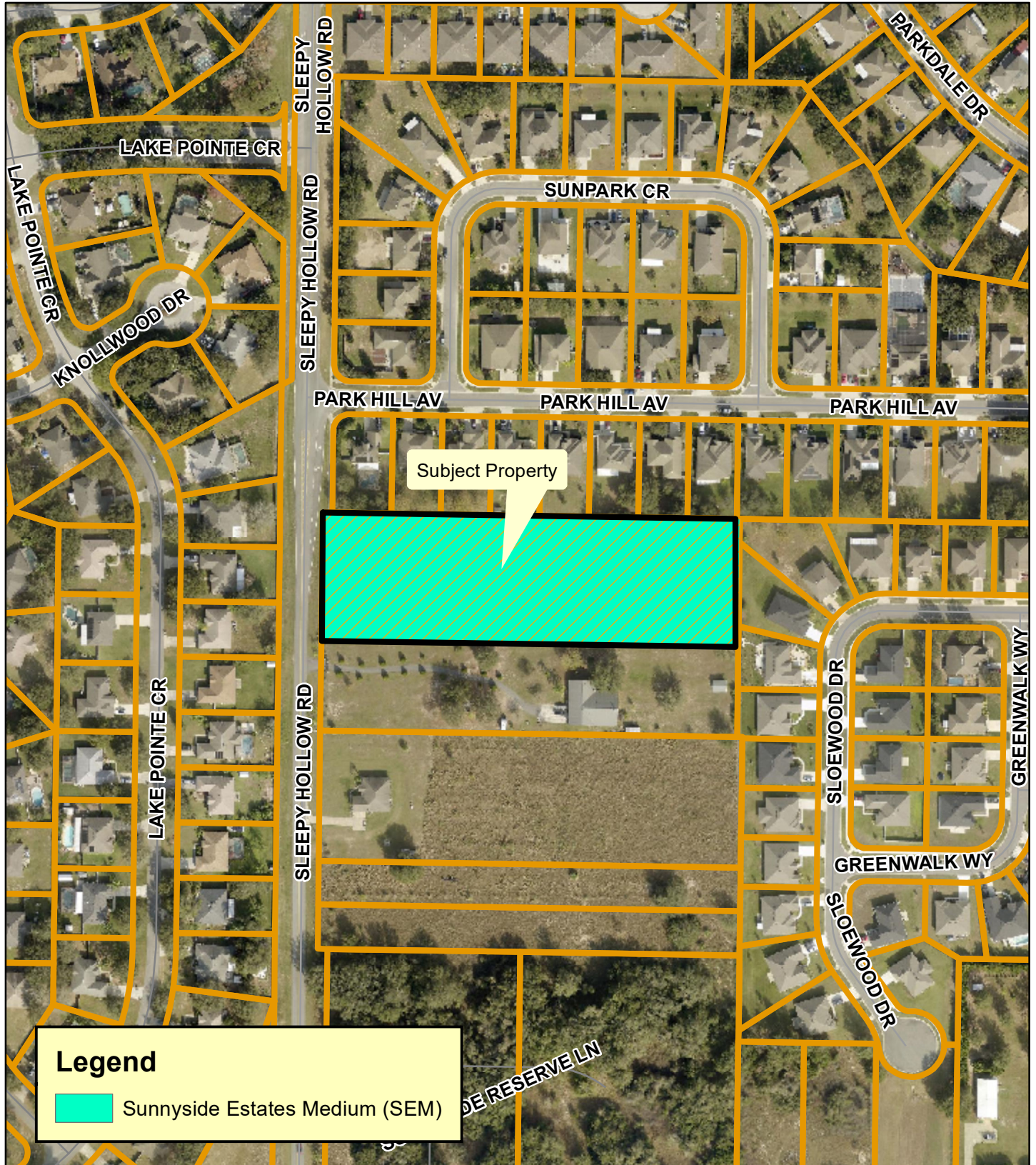


**Planning
& Zoning
Division**

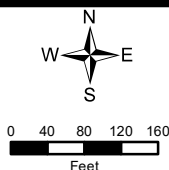


ANNX-24-333, SSCP-24-334, RZ-24-335
Sunnyside View Residences
Sleepy Hollow Road
AK # 3808526
October 29, 2024

Proposed Future Land Use

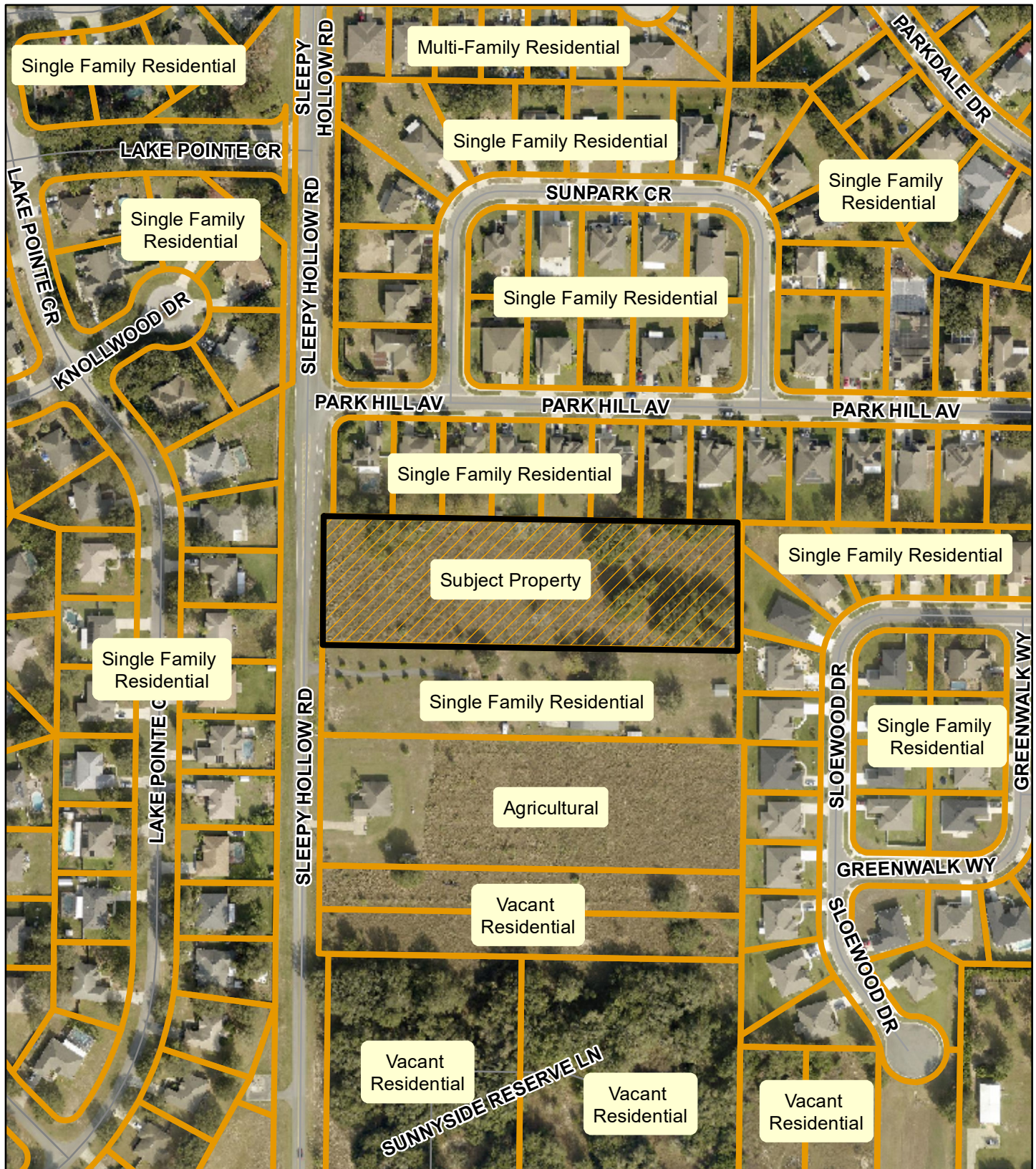


**Planning
& Zoning
Division**

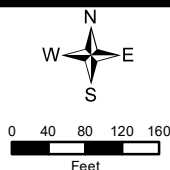


ANNX-24-333, SSCP-24-334, RZ-24-335
Sunnyside View Residences
Sleepy Hollow Road
AK # 3808526
October 29, 2024

Surrounding Land Uses

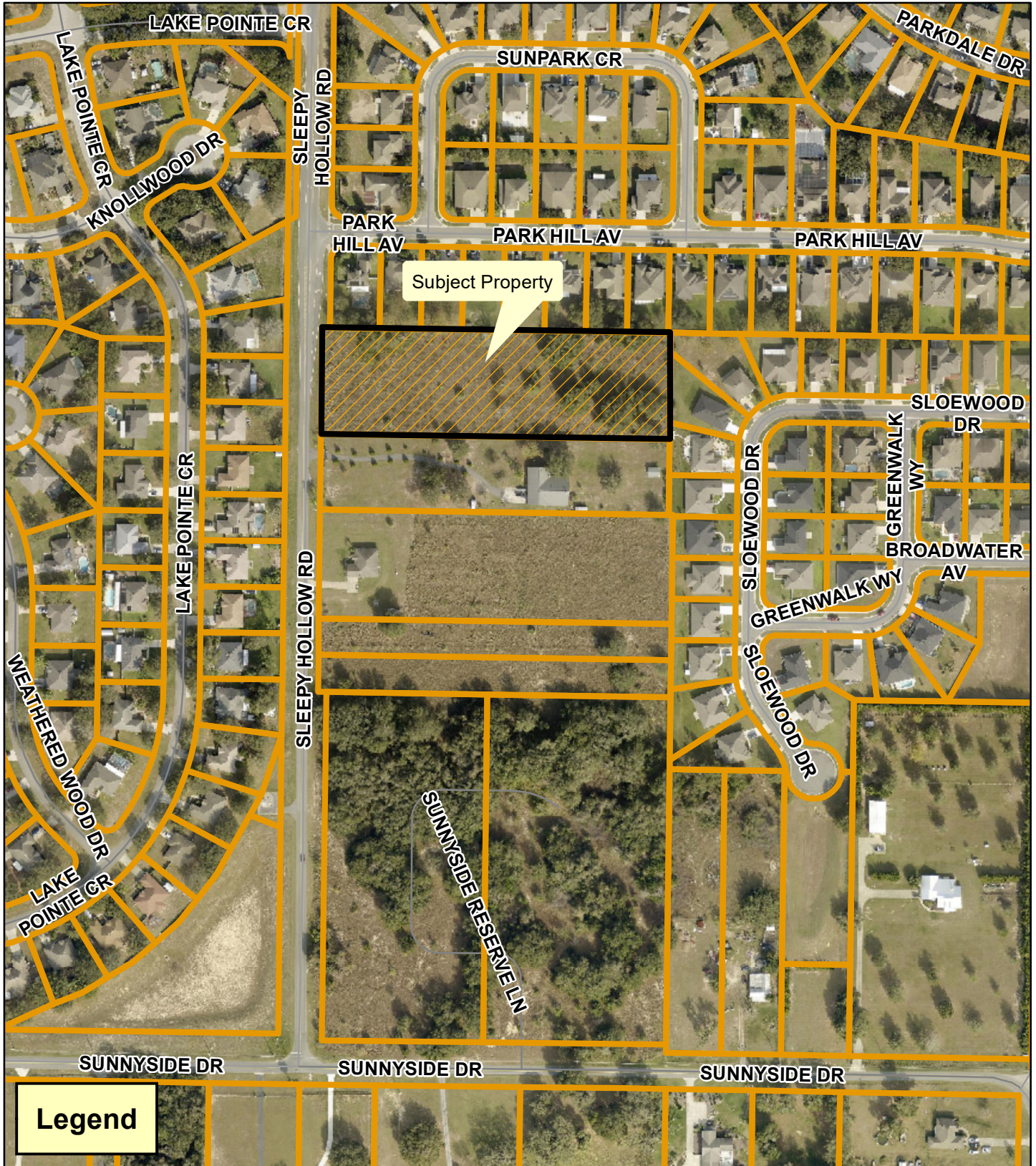


**Planning
& Zoning
Division**

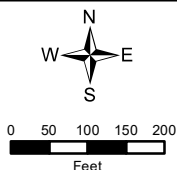


ANNX-24-333, SSCP-24-334, RZ-24-335
Sunnyside View Residences
Sleepy Hollow Road
AK # 3808526
October 29, 2024

Flood Zone and Wetlands



**Planning
& Zoning
Division**



ANNX-24-333, SSCP-24-334, RZ-24-335
Sunnyside View Residences
Sleepy Hollow Road
AK # 3808526
October 29, 2024

Density Bands - Sunnyside Estates



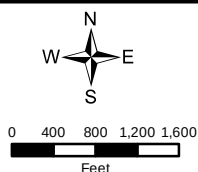
Legend:

- | | | | |
|--|--|---|--|
|  SEC (Sunnyside Estates Corridor FLU) |  SEM (Sunnyside Estates Medium FLU) |  SEL (Sunnyside Estates Low FLU) |  SEV (Sunnyside Estates Very Low FLU) |
|--|--|---|--|

Sunnyside Estates area referenced from June 2004, Sunnyside Task Force Study Report, City of Leesburg, Resolution Number 7158.



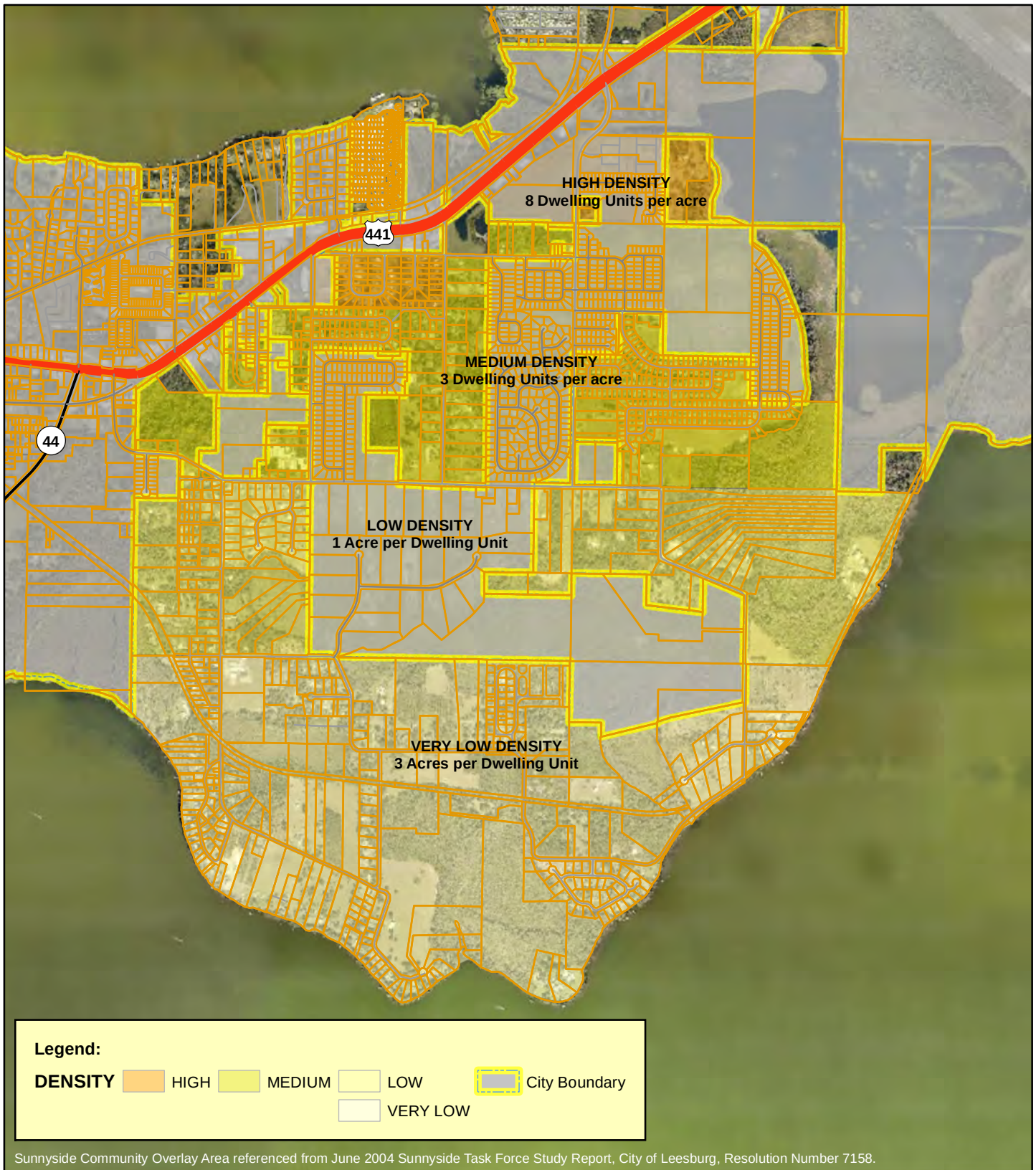
**Planning
& Zoning
Division**



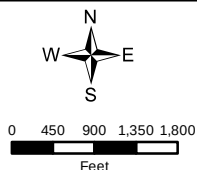
Density Bands - Sunnyside Estates

Sections 19, 20, 21, 28, 29, 30, and 32; Township 19 South; Range 25 East
February 1, 2024

Sunnyside Community Densities



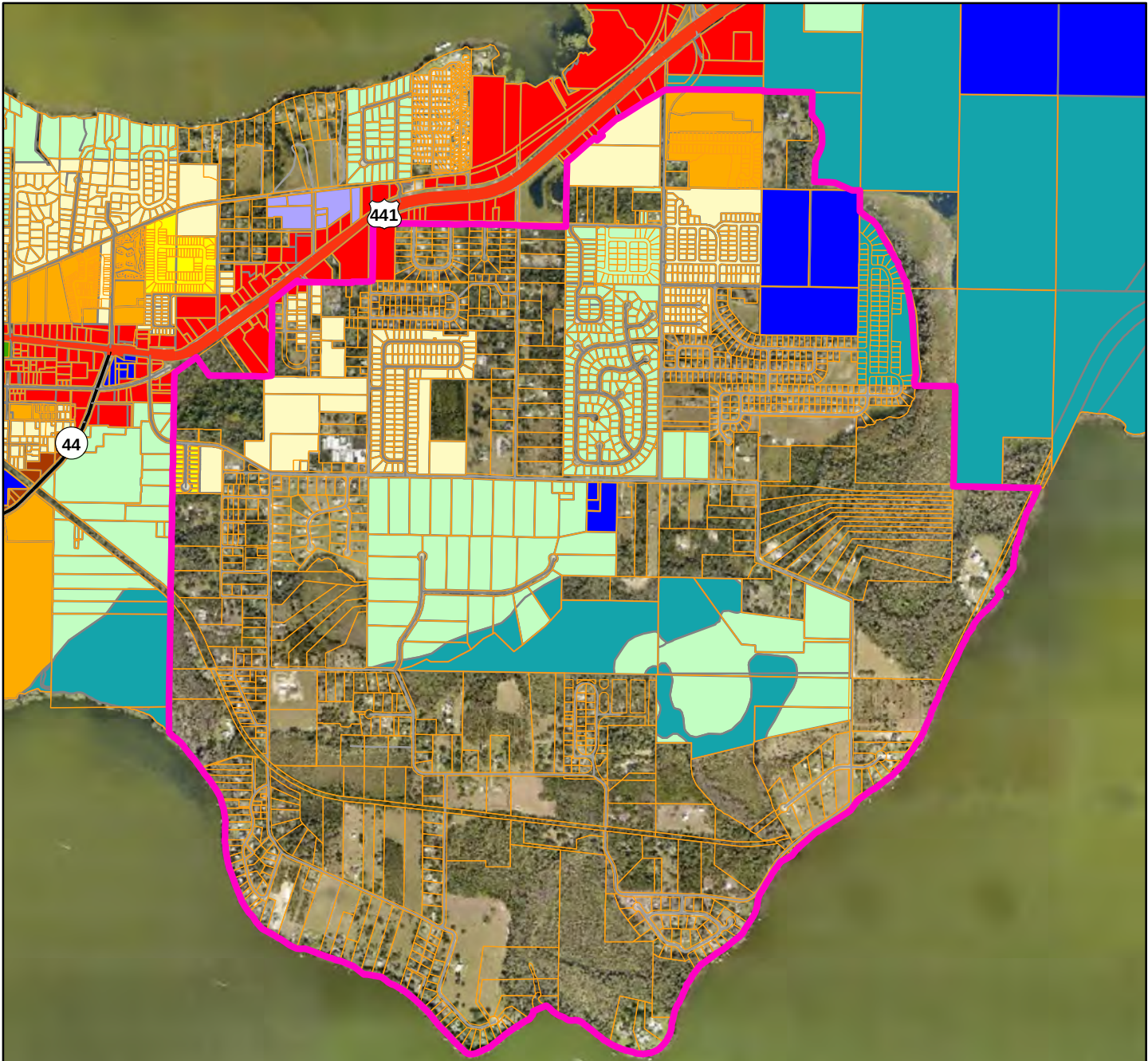
**Planning
& Zoning
Division**



Sunnyside Zoning Densities:

High Density Residential - 8 dwelling units per acre
Medium Density Residential - 3 dwelling units per acre
Low Density Residential - 1 acre per dwelling unit
Very Low Density Residential - 3 acres per dwelling unit

City of Leesburg Future Land Use - Sunnyside Estates Area



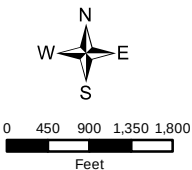
Legend:
 Sunnyside Estates Boundary

ESTATE RESIDENTIAL	HIGH DENSITY RESIDENTIAL	INDUSTRIAL	CONSERVATION
LOW DENSITY RESIDENTIAL	TRANSITIONAL	RECREATIONAL TRAILS	
MEDIUM DENSITY RESIDENTIAL	GENERAL COMMERCIAL	INSTITUTIONAL	

Sunnyside Estates area referenced from June 2004, Sunnyside Task Force Study Report, City of Leesburg, Resolution Number 7158.

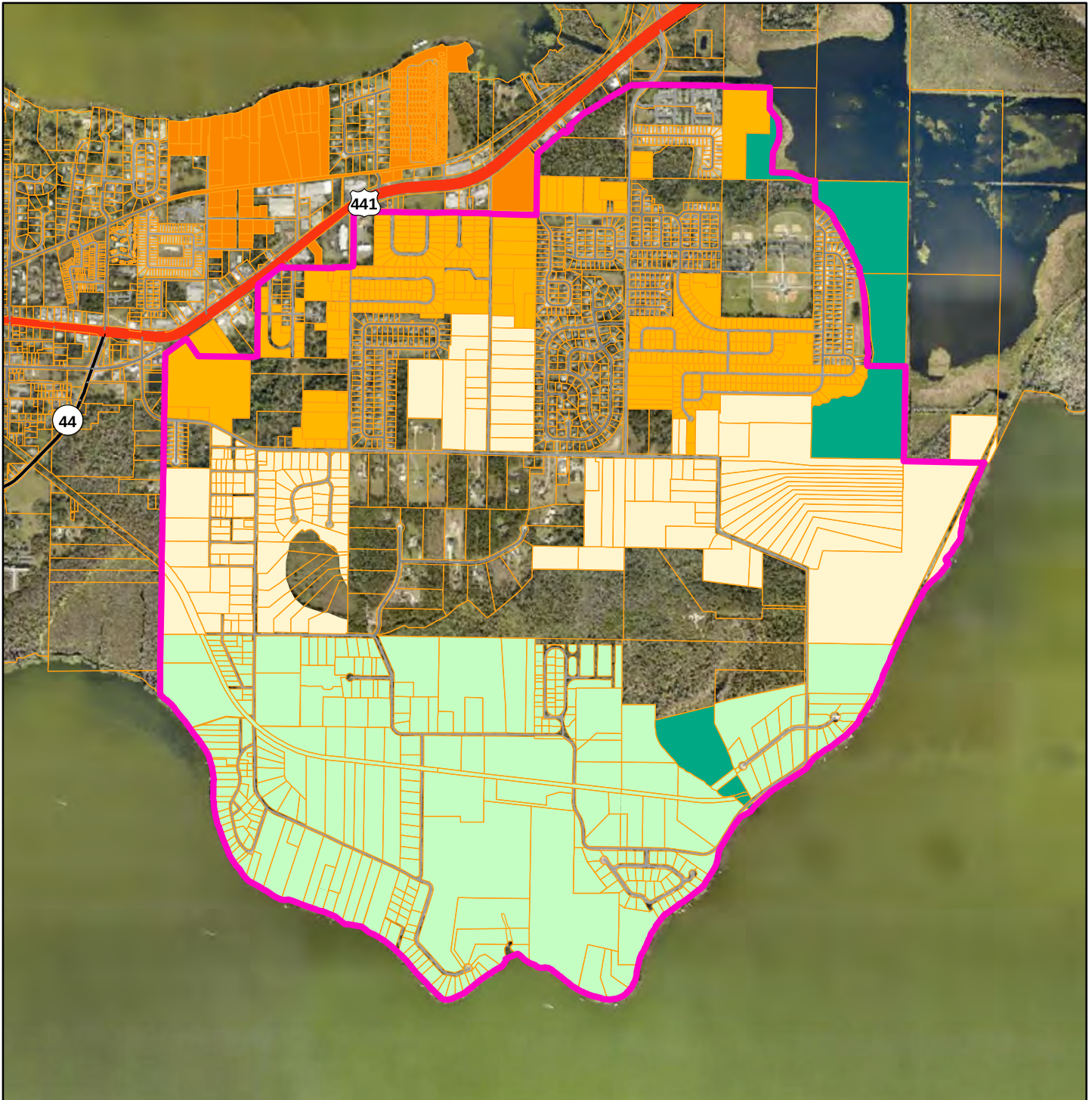


**Planning
& Zoning
Division**



City of Leesburg Future Land Use - Sunnyside Estates Area
Sections 19, 20, 21, 28, 29, 30, and 32; Township 19 South; Range 25 East
May 1, 2024

Lake County Future Land Use - Sunnyside Estates Area



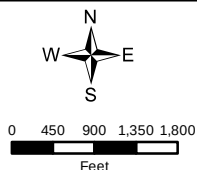
Legend:

- | | | | |
|--|---|--|--|
|  Sunnyside Estates Boundary | LC FLU LC FLU |  Urban Medium Density |  Rural Transition |
|  Urban Low Density |  Rural |  Conservation | |

Sunnyside Estates area referenced from June 2004, Sunnyside Task Force Study Report, City of Leesburg, Resolution Number 7158.



**Planning
& Zoning
Division**



Lake County Future Land Use - Sunnyside Estates Area
Sections 19, 20, 21, 28, 29, 30, and 32; Township 19 South; Range 25 East
May 1, 2024

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.B.3.

Meeting Date: December 16, 2024

From: Dan Miller, (Planning and Zoning Director)

Subject: An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 2.82 +/- acres from Lake County R-1 (Rural Residential) to City of Leesburg R-1 (Low Density Residential) to allow for a residential development for a property generally located east of Sleepy Hollow Road and south of Park Hill Avenue, lying in Section 29, Township 19 South, Range 25 East, Lake County, Florida; and providing an effective date. (Sunnyside View Rezoning)

Staff Recommendation:

Planning and Zoning Staff and Planning Commission recommend approval of the request to rezone the subject property from Lake County R-1 (Rural Residential) to City of Leesburg R-1 (Low Density Residential) to allow for residential uses.

Analysis:

The project site is approximately 2.82 +/- acres, and is generally located east of Sleepy Hollow Road and south of Park Hill Avenue as shown on the attached maps. At this time, the property is undeveloped acreage. The proposal will allow for the construction of eight (8) single family homes. The existing land uses surrounding the property are residential and undeveloped acreage. City of Leesburg utilities are available nearby.

Procurement Analysis:

N/A

Options:

1. Approve the proposed rezoning to City R-1 (Low Density Residential); or
2. Other such action as the Commission may deem appropriate.

Fiscal Impact:

Existing development on this site will create a positive fiscal impact on the City of Leesburg, in the form of impact and utility fees, plus ad valorem taxes.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE ZONING ON APPROXIMATELY 2.82 +/- ACRES FROM LAKE COUNTY R-1 (RURAL RESIDENTIAL) TO CITY OF LEESBURG R-1 (LOW DENSITY RESIDENTIAL) TO ALLOW FOR A RESIDENTIAL DEVELOPMENT FOR A PROPERTY GENERALLY LOCATED EAST OF SLEEPY HOLLOW ROAD AND SOUTH OF PARK HILL AVENUE, LYING IN SECTION 29, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (SUNNYSIDE VIEW REZONING)

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

Section 1.

Based upon the petition of Alexandre Trein, Ameristar Group, Inc. of the property hereinafter described, which petition has heretofore been approved by the City Commission of the City of Leesburg, Florida pursuant to the provisions of the Laws of Florida, the said property located in Lake County, Florida, is hereby rezoned from Lake County R-1 (Rural Residential) to City of Leesburg R-1 (Low Density Residential), to-wit:

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

Section 2.

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

PASSED AND ADOPTED at the regular meeting of the City Commission of the City of Leesburg, Florida, held on the _____ day of _____, 2025.

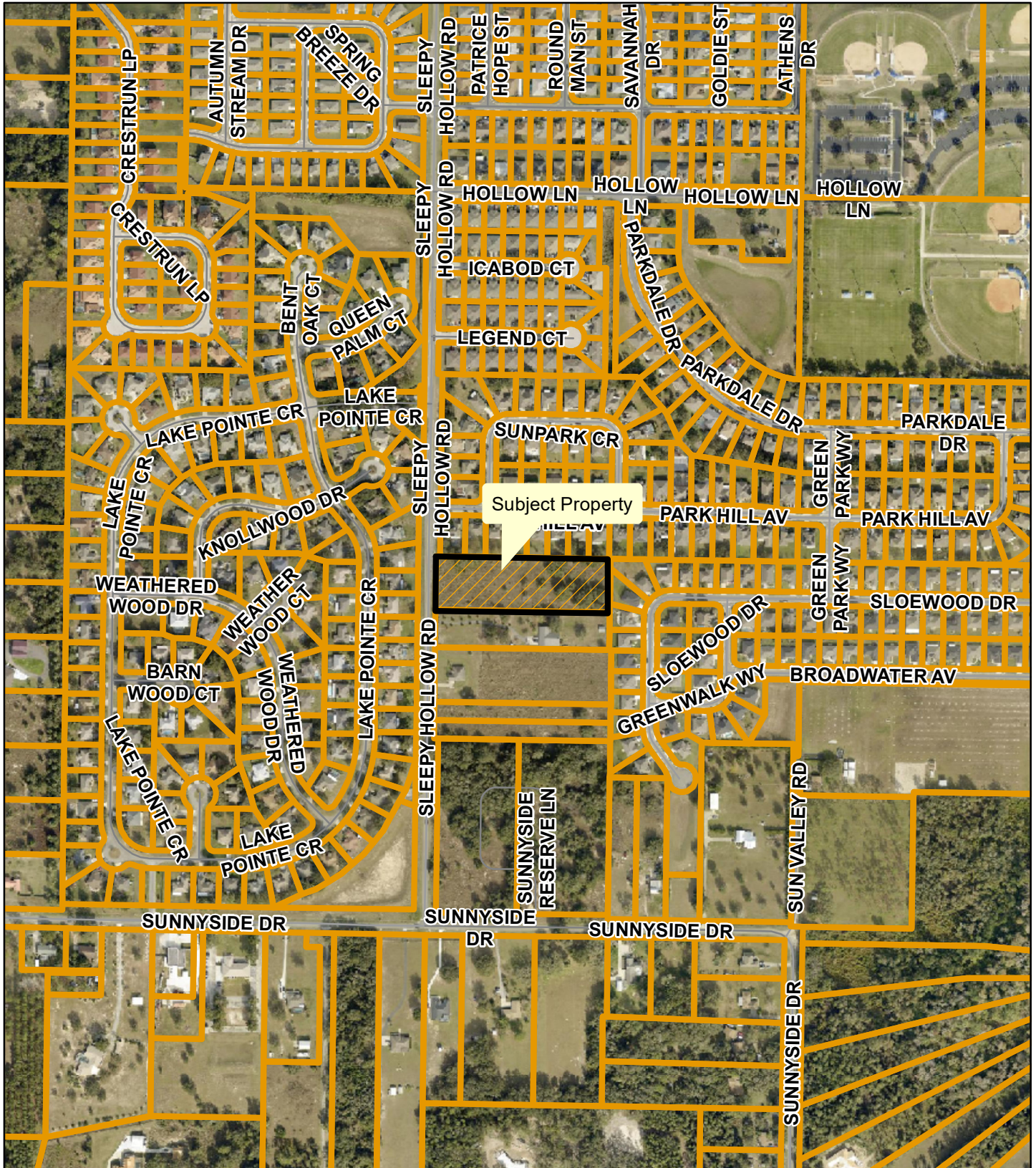
THE CITY OF LEESBURG, FLORIDA

Mayor

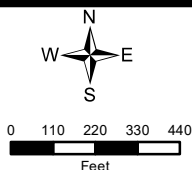
ATTEST:

City Clerk

Extended Aerial

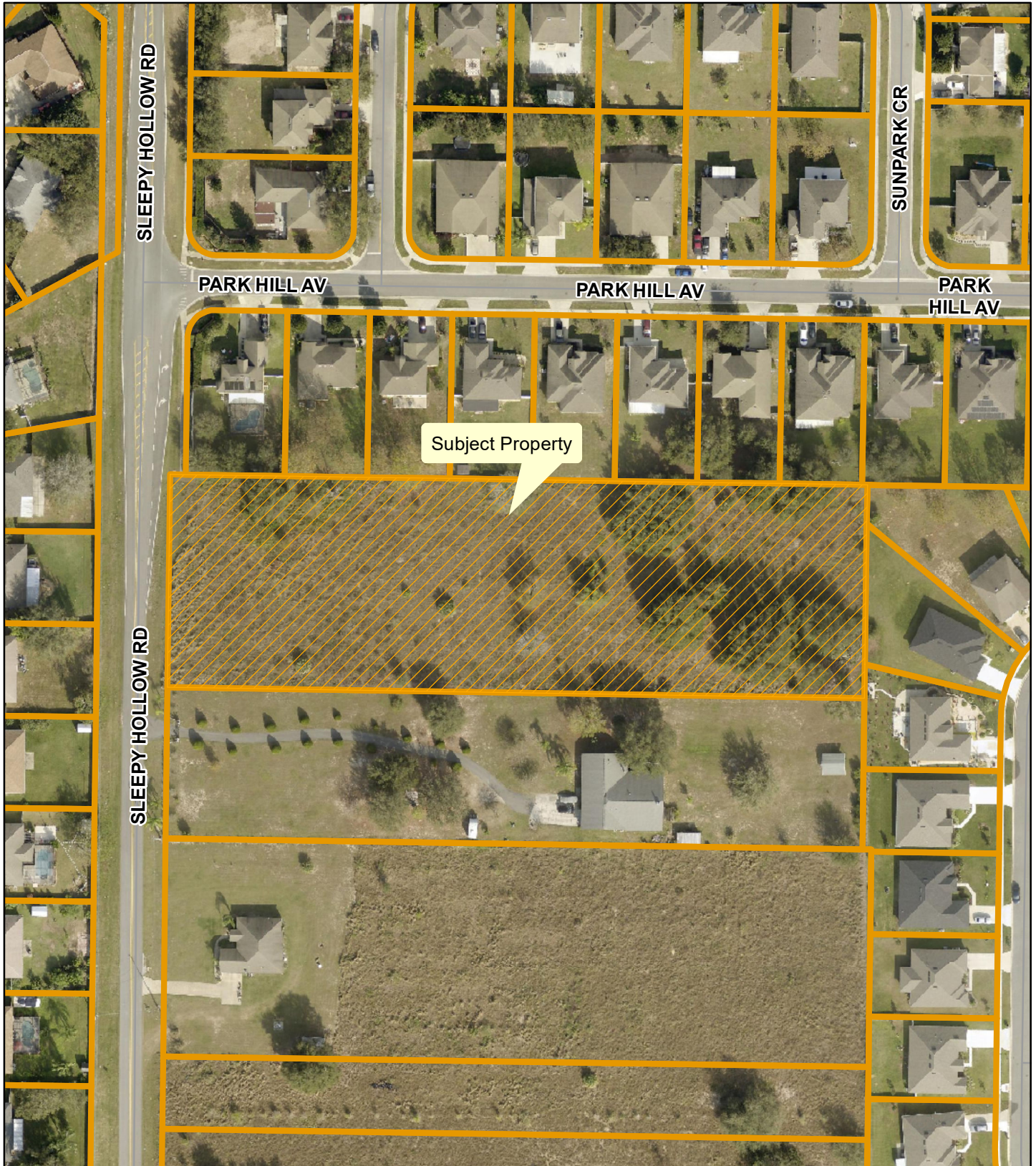


**Planning
& Zoning
Division**

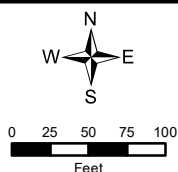


ANNX-24-333, SSCP-24-334, RZ-24-335
Sunnyside View Residences
Sleepy Hollow Road
AK # 3808526
October 29, 2024

Aerial

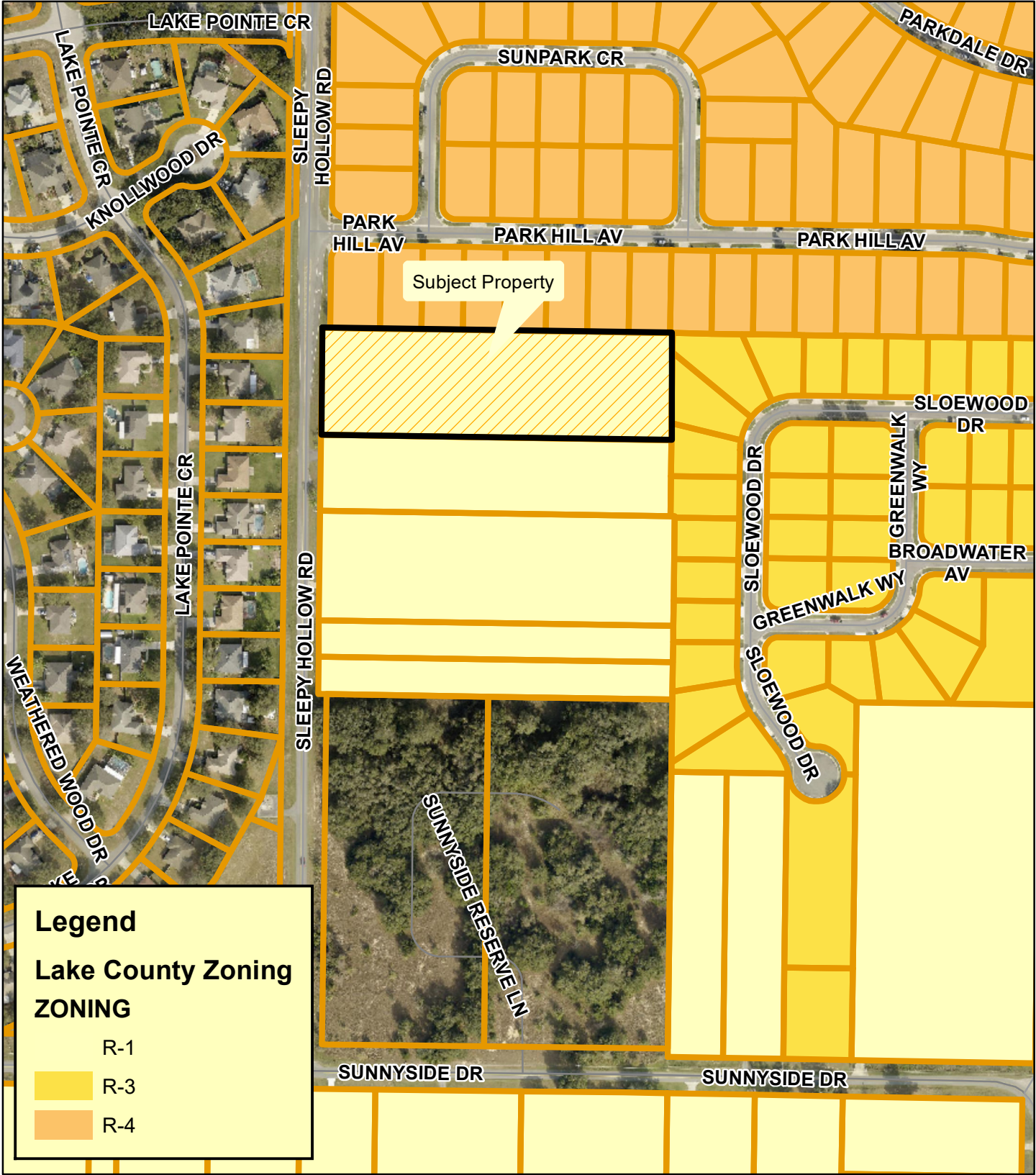


**Planning
& Zoning
Division**

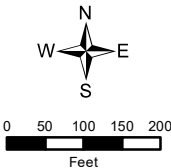


ANNX-24-333, SSCP-24-334, RZ-24-335
Sunnyside View Residences
Sleepy Hollow Road
AK # 3808526
October 29, 2024

Lake County Zoning

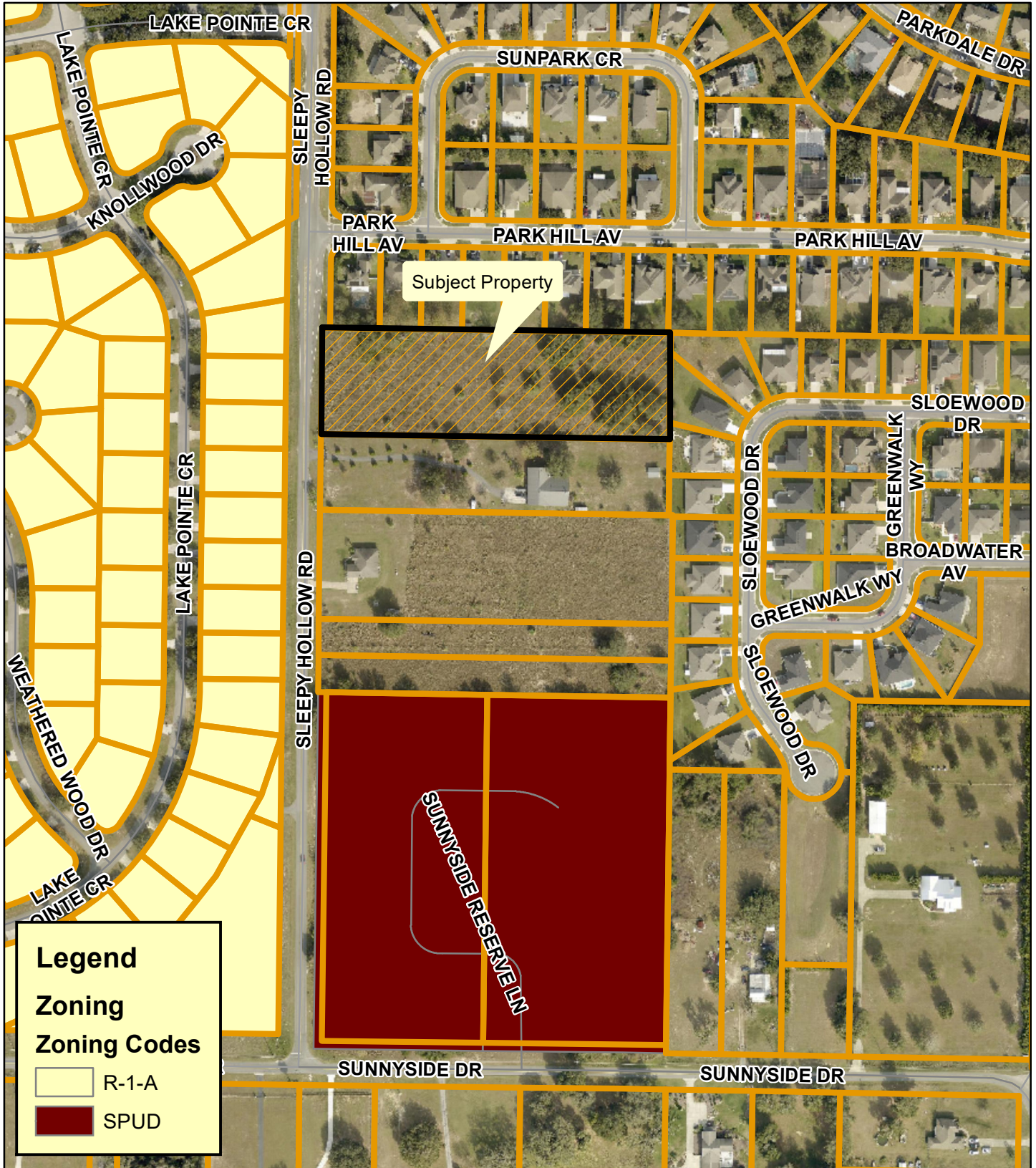


**Planning
& Zoning
Division**

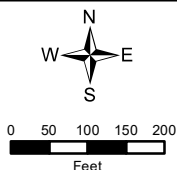


ANNX-24-333, SSCP-24-334, RZ-24-335
Sunnyside View Residences
Sleepy Hollow Road
AK # 3808526
October 29, 2024

Zoning

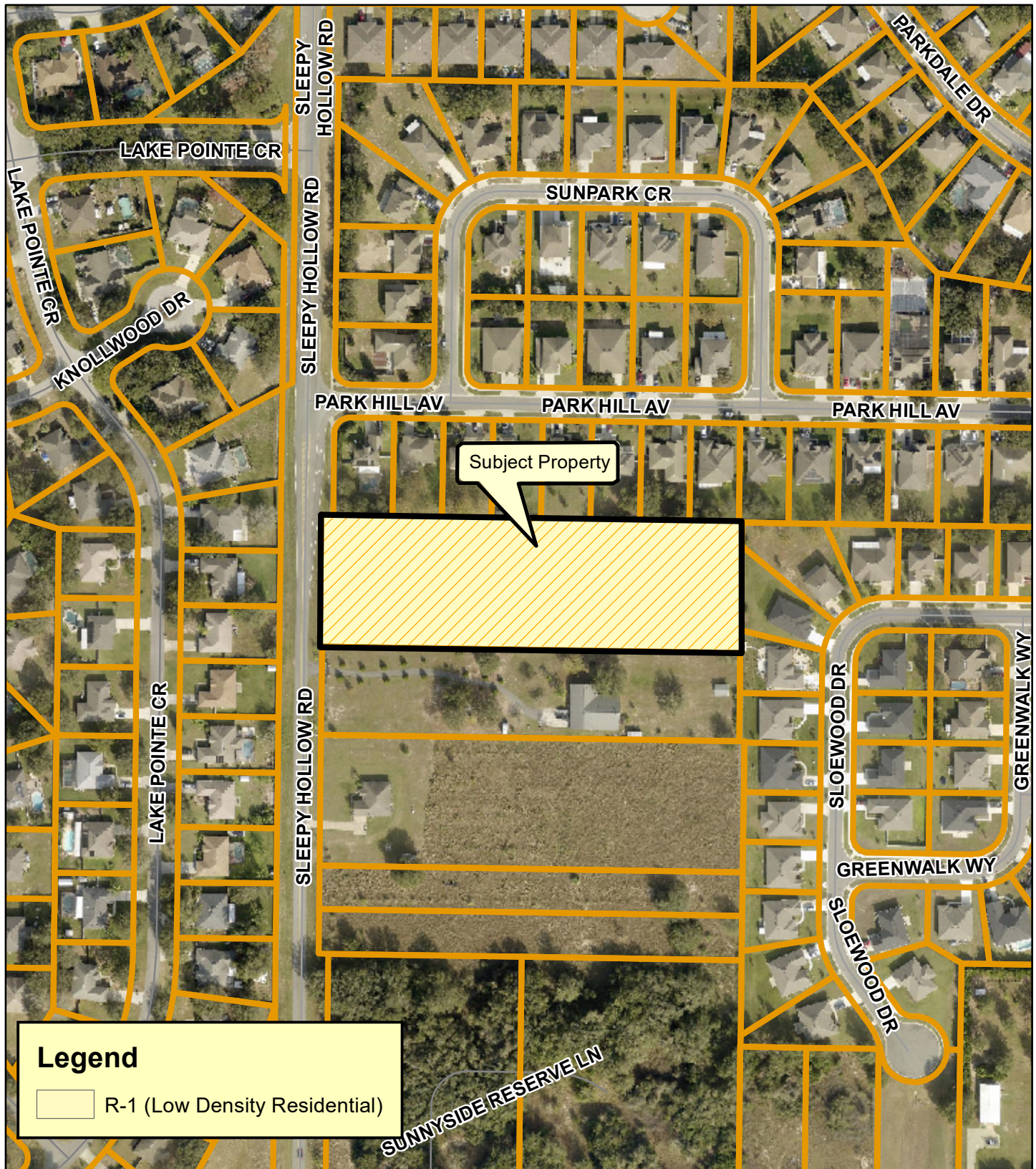


**Planning
& Zoning
Division**

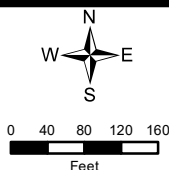


ANNX-24-333, SSCP-24-334, RZ-24-335
 Sunnyside View Residences
 Sleepy Hollow Road
 AK # 3808526
 October 29, 2024

Proposed Zoning

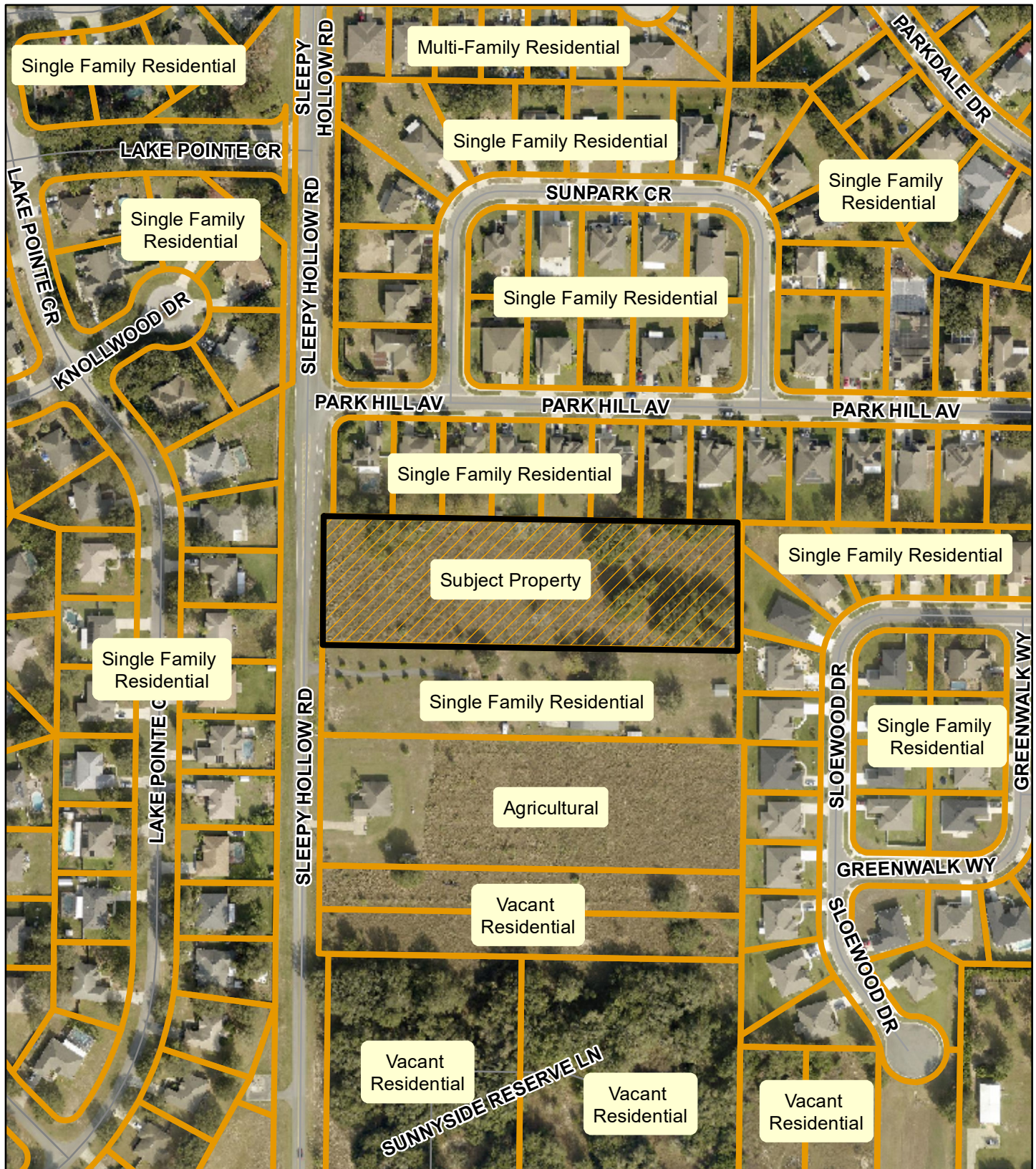


**Planning
& Zoning
Division**

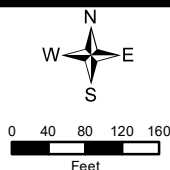


ANNX-24-333, SSCP-24-334, RZ-24-335
Sunnyside View Residences
Sleepy Hollow Road
AK # 3808526
October 29, 2024

Surrounding Land Uses



**Planning
& Zoning
Division**



ANNX-24-333, SSCP-24-334, RZ-24-335
Sunnyside View Residences
Sleepy Hollow Road
AK # 3808526
October 29, 2024

Density Bands - Sunnyside Estates



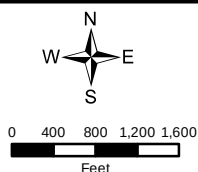
Legend:

- | | | | |
|--|--|---|--|
|  SEC (Sunnyside Estates Corridor FLU) |  SEM (Sunnyside Estates Medium FLU) |  SEL (Sunnyside Estates Low FLU) |  SEV (Sunnyside Estates Very Low FLU) |
|--|--|---|--|

Sunnyside Estates area referenced from June 2004, Sunnyside Task Force Study Report, City of Leesburg, Resolution Number 7158.



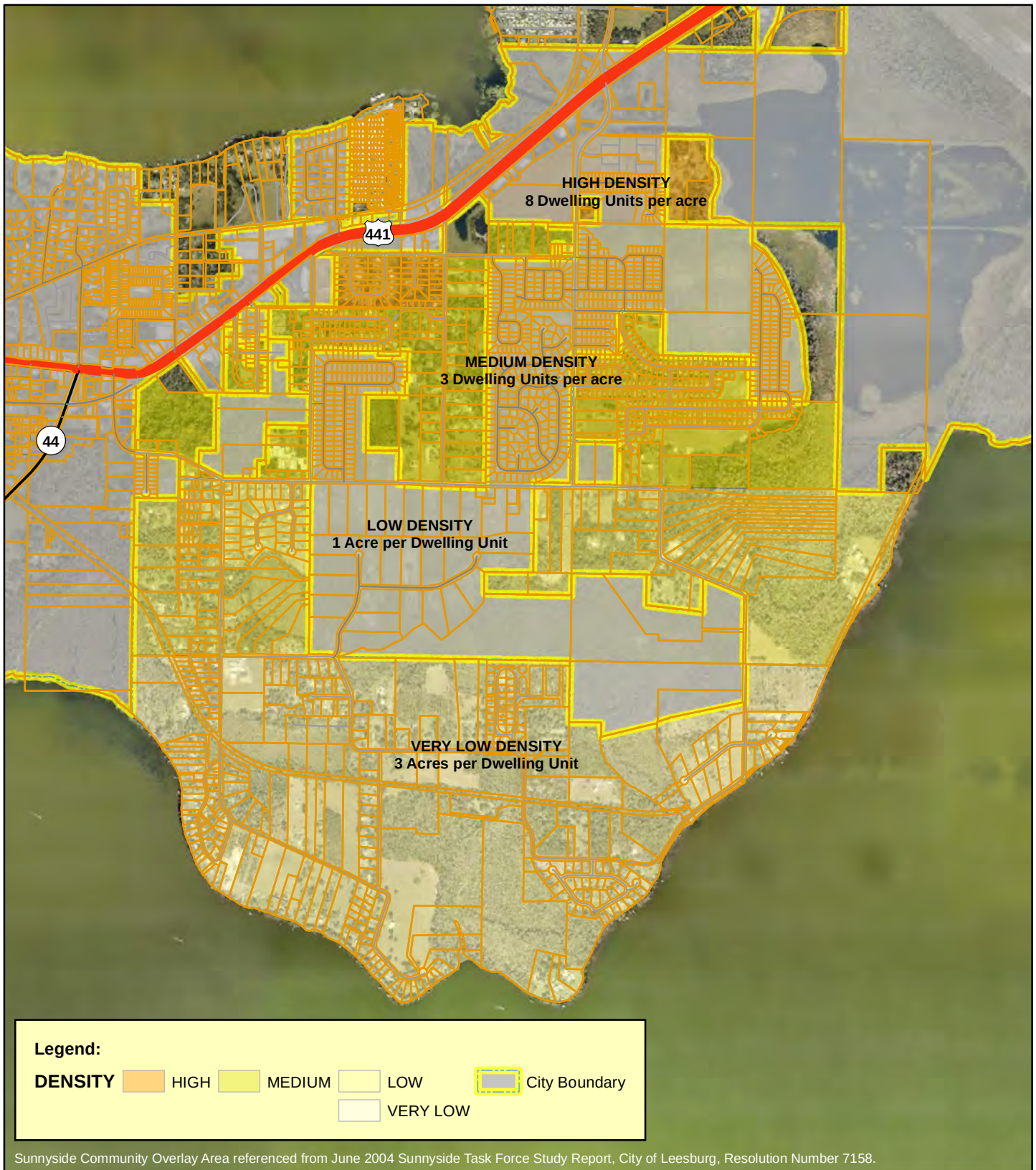
**Planning
& Zoning
Division**



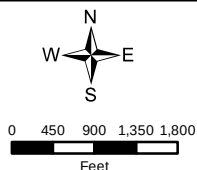
Density Bands - Sunnyside Estates

Sections 19, 20, 21, 28, 29, 30, and 32; Township 19 South; Range 25 East
February 1, 2024

Sunnyside Community Densities



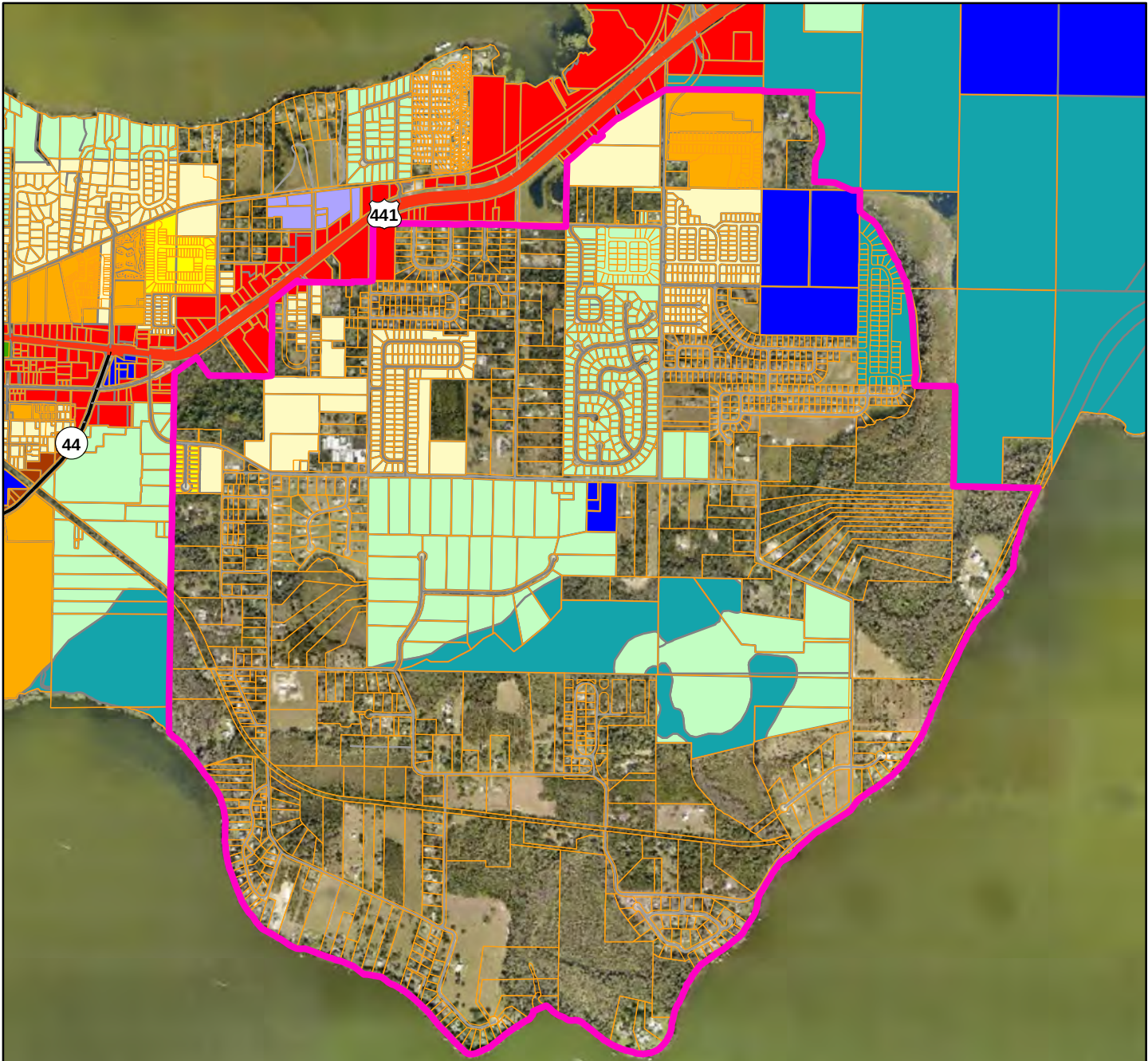
**Planning
& Zoning
Division**



Sunnyside Zoning Densities:

High Density Residential - 8 dwelling units per acre
Medium Density Residential - 3 dwelling units per acre
Low Density Residential - 1 acre per dwelling unit
Very Low Density Residential - 3 acres per dwelling unit

City of Leesburg Future Land Use - Sunnyside Estates Area



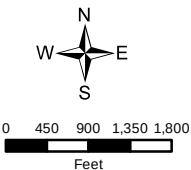
Legend:
 Sunnyside Estates Boundary

ESTATE RESIDENTIAL	HIGH DENSITY RESIDENTIAL	INDUSTRIAL	CONSERVATION
LOW DENSITY RESIDENTIAL	TRANSITIONAL	RECREATIONAL TRAILS	
MEDIUM DENSITY RESIDENTIAL	GENERAL COMMERCIAL	INSTITUTIONAL	

Sunnyside Estates area referenced from June 2004, Sunnyside Task Force Study Report, City of Leesburg, Resolution Number 7158.

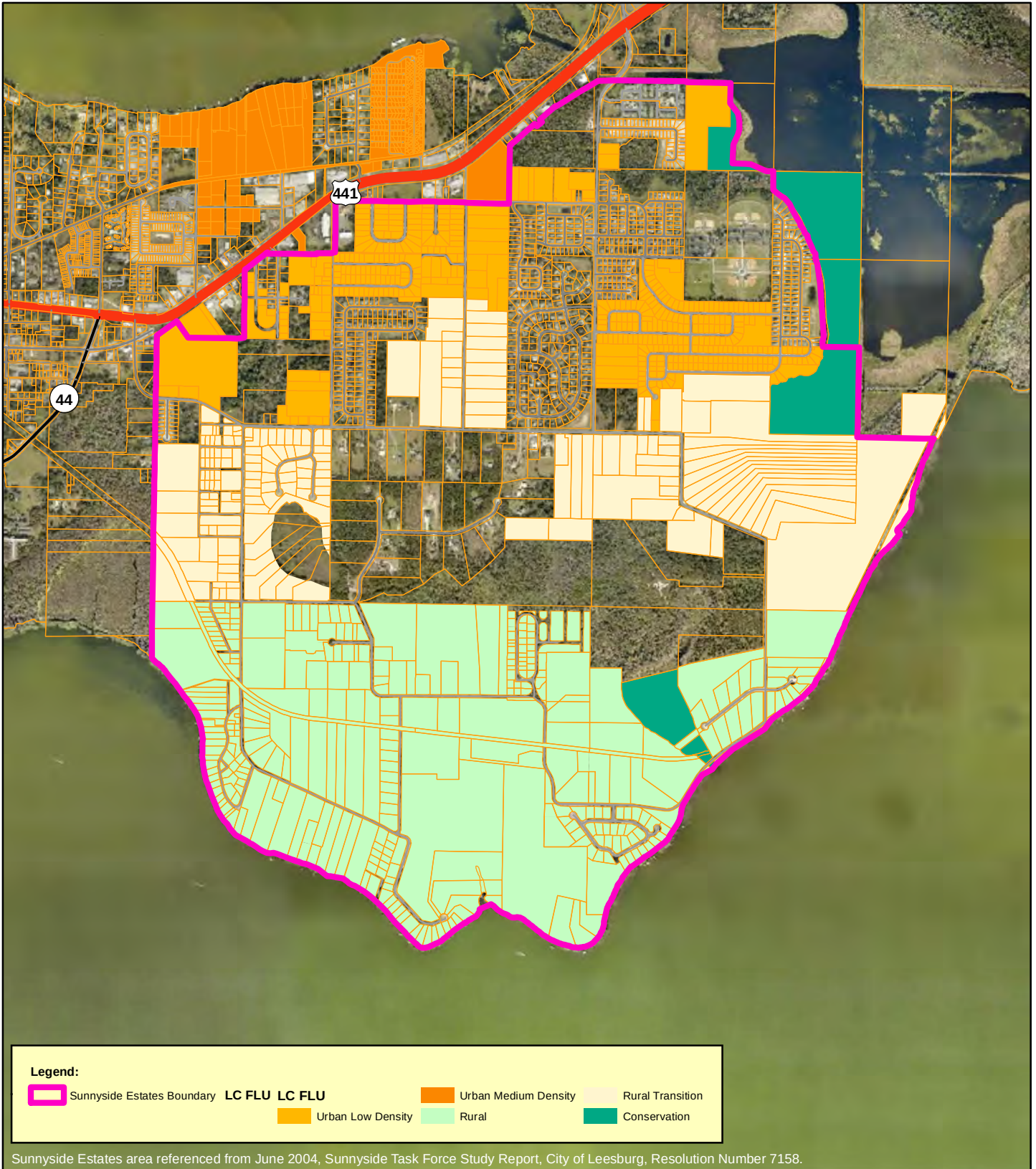


**Planning
& Zoning
Division**

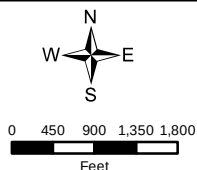


City of Leesburg Future Land Use - Sunnyside Estates Area
Sections 19, 20, 21, 28, 29, 30, and 32; Township 19 South; Range 25 East
May 1, 2024

Lake County Future Land Use - Sunnyside Estates Area



**Planning
& Zoning
Division**



Lake County Future Land Use - Sunnyside Estates Area
Sections 19, 20, 21, 28, 29, 30, and 32; Township 19 South; Range 25 East
May 1, 2024

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.B.4.

Meeting Date: December 16, 2024

From: Dan Miller, (Planning and Zoning Director), Max Vanallen, (Senior Planner)

Subject: An Ordinance of the City of Leesburg, Florida, annexing certain real property consisting of approximately 9.94 +/- acres; and being generally located north of Dewey Robbins Road, east of U.S. Highway 27, lying in Section 31, Township 20 South, Range 25 East, Lake County, Florida; providing that said property so annexed shall be liable for its proportionate share of the existing and future indebtedness of said city; providing that such annexed property shall be subject to all laws and ordinances of said city as if all such territory had been a part of the City of Leesburg at the time of passage and approval of said laws and ordinances; providing that such annexed territory shall be placed in City Commission District 3; and providing an effective date. (Cronin-Dewey Robbins ANNX)

Staff Recommendation:

The Planning and Zoning staff recommends approval of the proposed ordinance for annexation of 9.94 +/- acres.

Analysis:

The applicant has submitted a request for annexation of approximately 9.94 +/- acres, generally located north of Dewey Robbins Road, east of U.S. Highway 27, as shown on the attached General Location Map. At this time, the property is developed with two (2) manufactured homes, one (1) utility building, one (1) carport. The current future land use designation is Lake County Rural and the proposed future land use designation is City Low Density Residential. The current zoning is Lake County A (Agriculture); the proposed zoning is City SPUD (Small Planned Unit Development). The reason for this request is to connect to city utilities and provide consistent Planned Development Zoning with adjacent previously approved developments. The proposal of the property is for 48 townhomes and 15,000 square feet of commercial.

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.

Surrounding future land use designations include Non-Agricultural Acreage, Pasture Improved Hay

Acreage, Residential, and Orange Grove. The property is surrounded by Lake County A (Agriculture), RP (Residential Professional), and Leesburg PUD (Planned Unit Development). Under the conditions of the SPUD (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, along with a Small Planned Unit Development Application for consideration by the City Commission.

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 9.94 +/- ACRES; AND BEING GENERALLY LOCATED NORTH OF DEWEY ROBBINS ROAD, EAST OF U.S. HIGHWAY 27, LYING IN SECTION 31, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; PROVIDING THAT SAID PROPERTY SO ANNEXED SHALL BE LIABLE FOR ITS PROPORTIONATE SHARE OF THE EXISTING AND FUTURE INDEBTEDNESS OF SAID CITY; PROVIDING THAT SUCH ANNEXED PROPERTY SHALL BE SUBJECT TO ALL LAWS AND ORDINANCES OF SAID CITY AS IF ALL SUCH TERRITORY HAD BEEN A PART OF THE CITY OF LEESBURG AT THE TIME OF PASSAGE AND APPROVAL OF SAID LAWS AND ORDINANCES; PROVIDING THAT SUCH ANNEXED TERRITORY SHALL BE PLACED IN CITY COMMISSION DISTRICT 3; AND PROVIDING AN EFFECTIVE DATE. (CRONIN-DEWEY ROBBINS ANNEX)

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

Section 1.

Based upon the petition of Michael J. Cronin and Kim R. Cronin, Petitioners, "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 3;

Section 3.

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

Section 4.

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

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the _____ day of _____ 2025.

THE CITY OF LEESBURG, FLORIDA

Mayor

ATTEST:

City Clerk

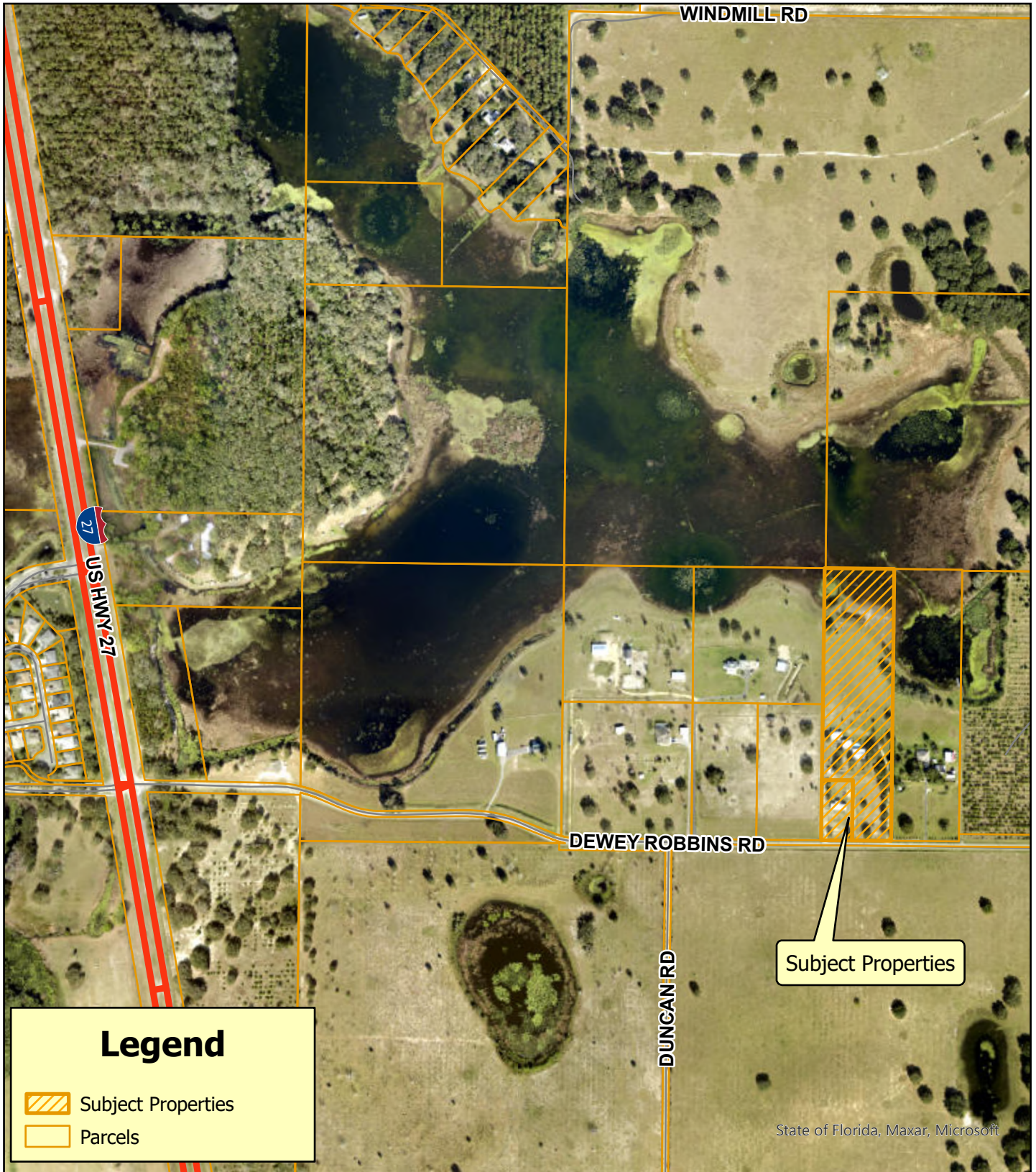
Cronin-Dewey Robbins
(*Annexation*), Small Scale Comprehensive Plan Amendment, SPUD Rezoning
(*ANNX-24-283*); SSCP-24-284; SPUD-24-285
AK#: 1030226 & 3881453
Legal Description Provided by Applicant
December 4, 2024

Legal Description

Alternate Keys: 1030226 & 3881453

THE WEST $\frac{1}{2}$ OF THE WEST $\frac{1}{2}$ OF THE SOUTHWEST $\frac{1}{4}$ OF THE SOUTHEAST $\frac{1}{4}$ OF
SECTION 31, TOWNSHIP 20 SOUTH, RANGE 25 EAST, IN LAKE COUNTY, FLORIDA.

Extended Aerial

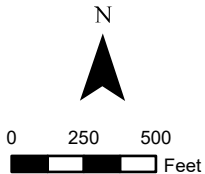


Legend

-  Subject Properties
-  Parcels

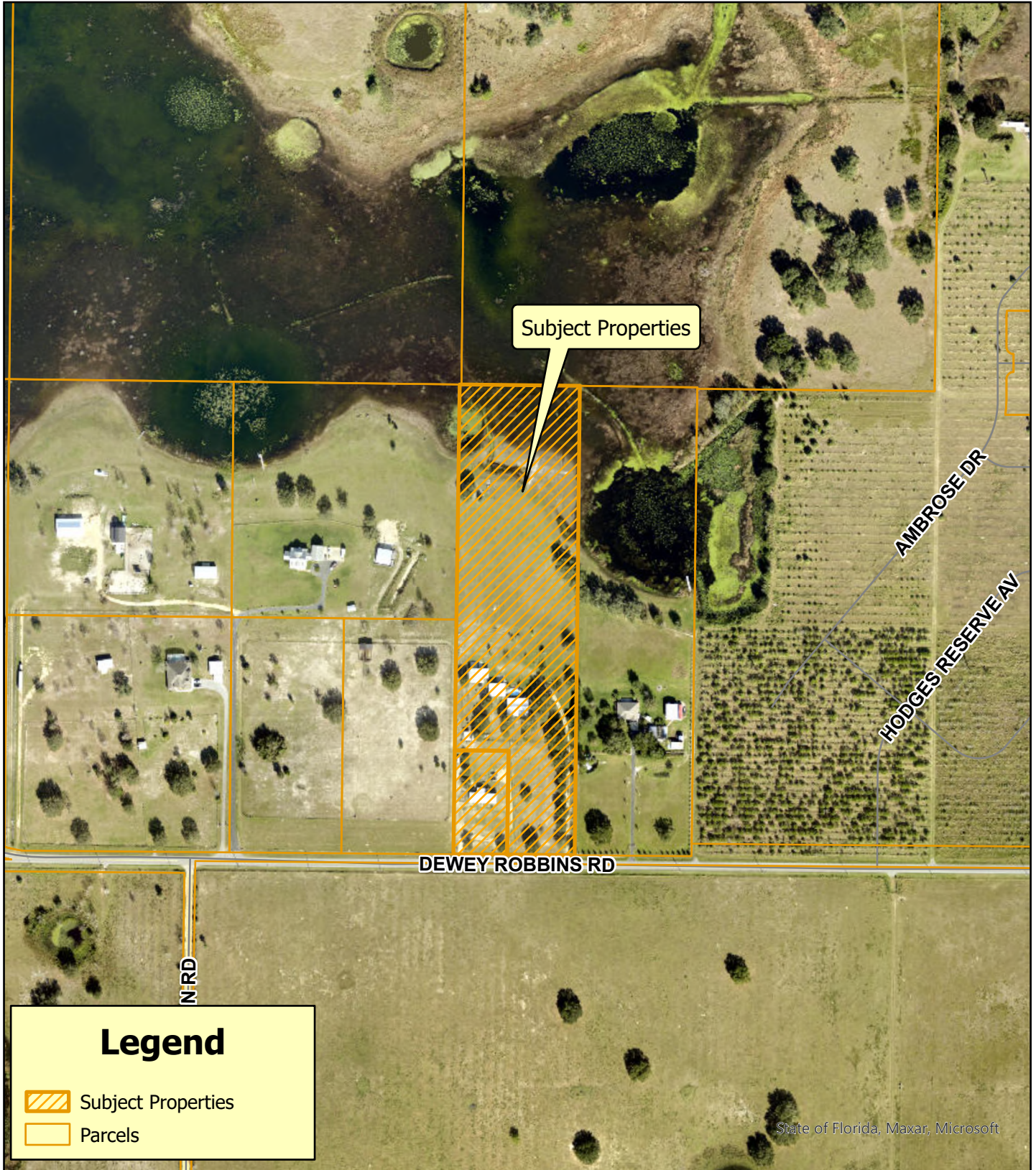


**Planning
& Zoning
Division**

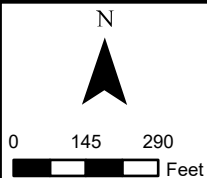


Cronin-Dewey Robbins
Case #s ANNX-24-283; SSCP-24-284; SPUD-24-285
Alternate Key #s: 1030226 & 3881453
Section 31, Township 20 South, Range 25 East
September 9, 2024

Aerial

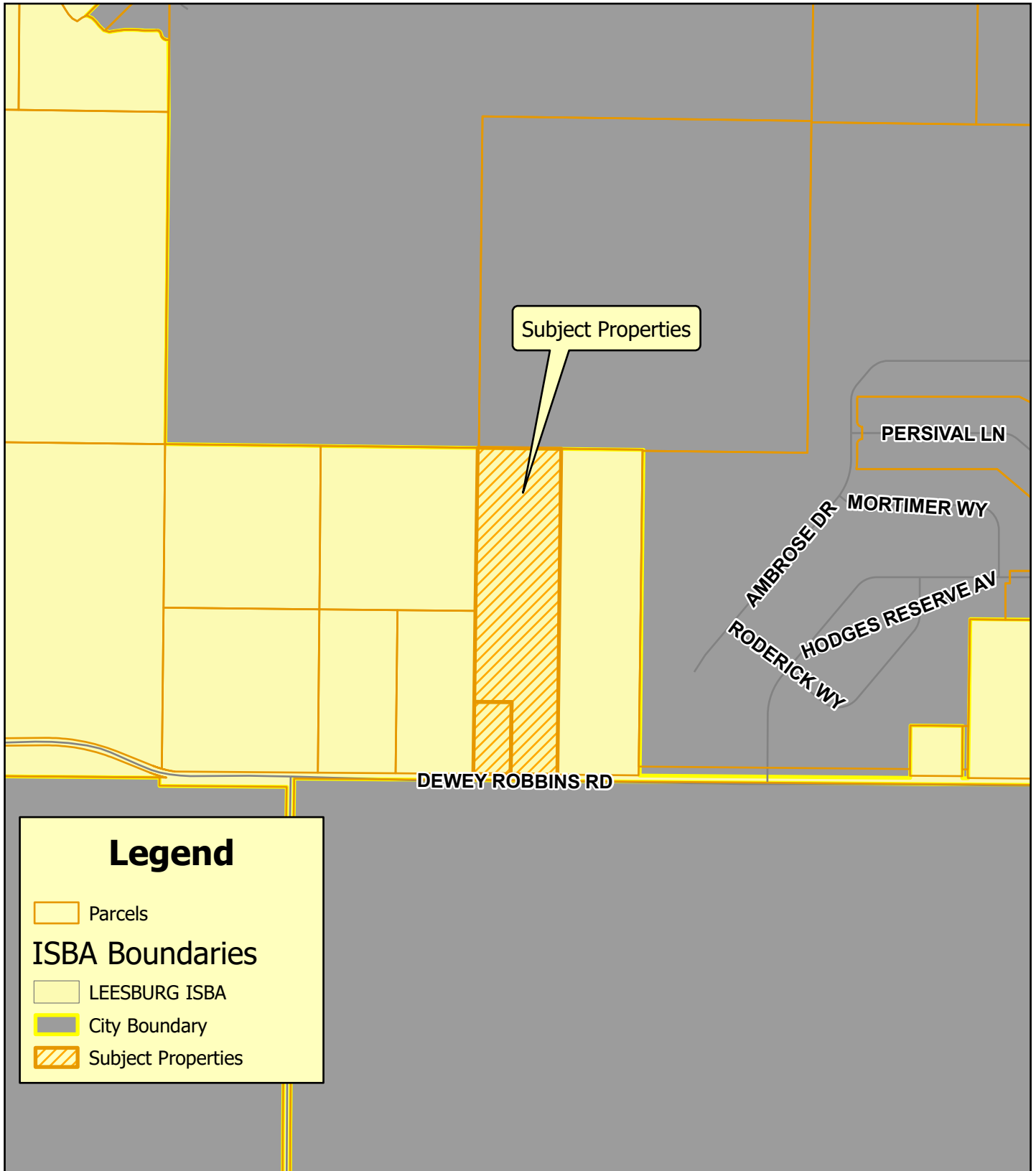


**Planning
& Zoning
Division**

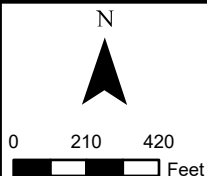


Cronin-Dewey Robbins
Case #s ANNX-24-283; SSCP-24-284; SPUD-24-285
Alternate Key #s: 1030226 & 3881453
Section 31, Township 20 South, Range 25 East
September 9, 2024

City Boundary and ISBA



**Planning
& Zoning
Division**

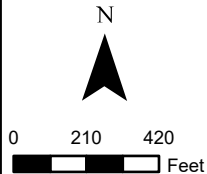


Cronin-Dewey Robbins
Case #s ANN-24-283; SSCP-24-284; SPUD-24-285
Alternate Key #s: 1030226 & 3881453
Section 31, Township 20 South, Range 25 East
September 16, 2024

Commission District



**Planning
& Zoning
Division**



Cronin-Dewey Robbins
Case #s ANNX-24-283; SSCP-24-284; SPUD-24-285
Alternate Key #s: 1030226 & 3881453
Section 31, Township 20 South, Range 25 East
September 13, 2024

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.B.5.

Meeting Date: December 16, 2024

From: Dan Miller, (Planning and Zoning Director), Max Vanallen, (Senior Planner)

Subject: An Ordinance amending the Future Land Use Map of the Comprehensive Plan of the City of Leesburg, changing the Future Land Use Map Designation of certain property containing 9.94 +/- acres from Lake County Rural to City of Leesburg Low Density Residential, for a property generally located north of Dewey Robbins Road, east of U.S. Highway 27, lying in Section 31, Township 20 South, Range 25 East, Lake County, Florida; and providing an effective date. (Cronin-Dewey Robbins SSCP)

Staff Recommendation:

The Planning & Zoning Staff recommend approval of the proposed small-scale comp plan amendment of the City's Future Land Use Map on 9.94 +/- acres from Lake County Rural to City of Leesburg Low Density Residential. The Planning Commission recommended **DENIAL** of the proposed Small-Scale Comprehensive Plan Amendment at the regularly scheduled meeting held November 21, 2024.

Analysis:

The project site is approximately 9.94 acres. The property is generally located north of Dewey Robbins Road, east of U.S. Highway 27. Currently, the property is developed with two (2) manufactured homes, one (1) utility building, one (1) carport. The proposed use is for 48 townhomes and 15,000 square feet of commercial. The surrounding Future Land Use Map designations of Lake County Rural, Rural Transition; and City of Leesburg Estate Residential, and Neighborhood Mixed Use are compatible, as conditioned in the SPUD zoning, with the proposed future land use designation of City Low Density Residential. The proposed zoning designation of City SPUD (Small 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, and surrounding future development.

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.

Surrounding future land use designations include Non-Agricultural Acreage, Pasture Improved Hay Acreage, Residential, and Orange Grove. The property is surrounded by Lake County A (Agriculture), RP (Residential Professional), and Leesburg PUD (Planned Unit Development). Under the conditions of the

SPUD (Planned Unit Development) zoning case which is also on this agenda, no negative impacts are anticipated to adjacent properties.

The Planning & Zoning Staff recommend approval of the proposed small-scale comp plan amendment from Lake County Rural to City of Leesburg Low Density Residential. The Planning Commission held a public hearing on the application on November 21, 2024, and recommended **DENIAL**, citing concerns including the location, density and intensity of the residential and commercial uses proposed.

Procurement Analysis:

N/A

Options:

1. Approve the requested small-scale comprehensive plan amendment from Lake County Rural to City of Leesburg Low Density Residential; or
2. Other such action as the Commission may deem appropriate.

Fiscal Impact:

There is no direct fiscal impact to the City for this action. Future development of the property will increase this anticipated impact from collection of impact fees, ad valorem taxes and utility charges.

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 9.94 +/- ACRES FROM LAKE COUNTY RURAL TO CITY OF LEESBURG LOW DENSITY RESIDENTIAL, FOR A PROPERTY GENERALLY LOCATED NORTH OF DEWEY ROBBINS ROAD, EAST OF U.S. HIGHWAY 27, LYING IN SECTION 31, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (CRONIN-DEWEY ROBBINS 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 9.94 acres of land generally located north of Dewey Robbins Road, east of U.S. Highway 27 from Lake County Rural to City of Leesburg Low Density Residential, as shown on the revised map of said area, lying in Section 31, Township 20 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 the _____ day of _____ 2025.

THE CITY OF LEESBURG, FLORIDA

Mayor

ATTEST:

City Clerk

Cronin-Dewey Robbins
(*Annexation*), Small Scale Comprehensive Plan Amendment, SPUD Rezoning
(*ANNX-24-283*); SSCP-24-284; SPUD-24-285
AK#: 1030226 & 3881453
Legal Description Provided by Applicant
December 4, 2024

Legal Description

Alternate Keys: 1030226 & 3881453

THE WEST $\frac{1}{2}$ OF THE WEST $\frac{1}{2}$ OF THE SOUTHWEST $\frac{1}{4}$ OF THE SOUTHEAST $\frac{1}{4}$ OF
SECTION 31, TOWNSHIP 20 SOUTH, RANGE 25 EAST, IN LAKE COUNTY, FLORIDA.



CITY OF LEESBURG PLANNING & ZONING DEPARTMENT RECOMMENDATIONS

DATE: November 21, 2024
OWNER: Michael J. Cronin and Kim R. Cronin
PETITIONER: Michael J. Cronin and Kim R. Cronin
PROJECT: Cronin-Dewey Robbins
REQUEST: Amend the Comprehensive Plan from Lake County Rural to City of Leesburg Low Density Residential to allow townhome and retail commercial uses.
CASE NO.: SSCP-24-284

THE PLANNING & ZONING DEPARTMENT 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 is compatible with the adjacent Future Land Use designations of City of Leesburg Neighborhood Mixed Use, Estate Residential, Lake County Rural, and Rural Transition.
3. The request is compatible with the proposed zoning of City of Leesburg SPUD (Small Planned Unit Development) and surrounding zoning districts.
4. The proposed request is compatible with the City's Comprehensive Plan, Future Land Use Element, Goal 1, Objective 1.6.

Action Requested:

1. Vote to **approve** the Small Scale Comprehensive Plan amendment from Lake County Rural to City of Leesburg Low Density Residential, and forward the recommendation to the City Commission for consideration.

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

DATE: November 21, 2024

OWNER: Michael J. Cronin and Kim R. Cronin

PETITIONER: Michael J. Cronin and Kim R. Cronin

PROJECT: Cronin-Dewey Robbins

REQUEST: Amend the Comprehensive Plan from Lake County Rural to City of Leesburg Low Density Residential and Rezone from Lake County A (Agriculture) to City SPUD (Small Planned Unit Development) to allow townhomes and retail commercial.

CASE NO.: (ANNX-24-283); SSCP-24-284; SPUD-24-285

GENERAL LOCATION: North of Dewey Robbins Road, east of US Highway 27.

FUTURE LAND USE DESIGNATION: Lake County Rural

SURROUNDING FUTURE LAND USE DESIGNATION:

North – City of Leesburg Neighborhood Mixed Use
South – City of Leesburg Estate Residential
East – Lake County Rural; City of Leesburg Estate Residential
West – Lake County Rural, Rural Transition

PROPOSED FUTURE LAND USE DESIGNATION: City of Leesburg Low Density Residential

EXISTING ZONING DESIGNATION: Lake County A (Agriculture)

SURROUNDING ZONING DESIGNATIONS:

North – City of Leesburg PUD (Planned Unit Development)
South – City of Leesburg PUD (Planned Unit Development)
East – Lake County A (Agriculture)
West – Lake County A (Agriculture), RP (Residential Professional)

PROPOSED ZONING DESIGNATION: City SPUD (Small Planned Unit Development)

EXISTING LAND USE: Residential, including two (2) manufactured homes, one (1) utility building, one (1) carport.

SURROUNDING LAND USE:

North – Non-Agricultural Acreage
South – Pasture Improved Hay Acreage
East – Residential; Orange Grove
West – Residential; Pasture Improved Hay Acreage

PROPOSED LAND USE: 48 townhomes and 15,000 square feet of retail commercial.

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

DATE: November 21, 2024
OWNER: Michael J. Cronin and Kim R. Cronin
PETITIONER: Michael J. Cronin and Kim R. Cronin
PROJECT: Cronin-Dewey Robbins
REQUEST: Amend the Comprehensive Plan from Lake County Rural to City of Leesburg Low Density Residential and Rezone from Lake County A (Agriculture) to City SPUD (Small Planned Unit Development) to allow townhomes and retail commercial.
CASE NO.: (ANNX-24-283); SSCP-24-284; SPUD-24-285

THE FOLLOWING COMMENTS RECEIVED FROM EACH DEPARTMENT:

POLICE

No comments received as of 11/15/2024.

FIRE

In reference to Case Number ANNX-24-283. SSCP-24-284, SPUD-24-285

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 ANNX-24-283. SSCP-24-284, SPUD-24-285 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

- Captain Amanda Stevenson, 11/15/2024

ELECTRIC

This is outside Leesburg electric service territory. We have no comments. – Steve Davis, 10/30/2024.

GAS

Gas Department – No Comment – Wayne Williams. 10/30/2024

GIS

No comments received as of 11/15/2024.

BUILDING

No comments received as of 10/18/2024.

PUBLIC WORKS

No comments received as of 11/15/2024.

GIS/ADDRESSING

No comments received as of 11/15/2024.

HOUSING & REDEVELOPMENT

No comments received as of 11/15/2024.

LAKE COUNTY SCHOOLS

This project would be subject to school concurrency review. Please have the applicant contact myself or Helen LaValley for more information. – Heather Croney, 10/30/2024.

LAKE COUNTY PUBLIC WORKS

See attached letter.

PUBLIC RESPONSES

Approval

Disapproval

2

No comment

Notice of Appearance filed:

PUBLIC COMMENTS (APPROVAL WITH REQUESTS)

PUBLIC COMMENTS (DISAPPROVAL):

1. "City of Leesburg,

Please do not approve this. It's not conforming to our road. It's bad enough that you're developing anything on Dewey Robbins Road. Now I understand why these builders came to you after being denied through the count. Don't you want to keep a decent name for yourself? What needs to really happen for you guys to NOT move forward with this? Please advise,"

-Russell & Lori Brown, 11/12/2024

2. "Dear:

Our property borders Cronin's property. We oppose the annexation for the following reasons:

1. This property is located within the Yalaha-Lake Apopka Rural Protection Area.
2. The traffic generated from this development would significantly impact Dewey Robbins Road.
3. The density of the townhomes needs to be reduced or single-family homes should be built.
4. Commercial/retail/daycare businesses should be located on Highway 27 to better serve the area.

I am pleading with you to reduce the density, build single family homes, and exclude commercial/retail structures."

-Randy/Joyce Graham 11/7/2024



Department of Public Works, Engineering Division
P.O. Box 7800 • 350 N. Sinclair Ave. • Tavares, FL 32778

October 31, 2024

Max VanAllen
Planner
City of Leesburg
Planning and Zoning Department
204 North 5th Street
Leesburg, Florida 34749
(sent via email)

RE: PROJECT: Cronin Dewey Robbins / Planned Unit Development
CASE NO.: PUD-24-285

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.

Major comments for Dewey Robbins Road

- Turn Lanes are required on Dewey Robbins Road at the development's proposed access.
- Additional right-of-way may be required for Dewey Robbins Road.
- A traffic impact study is recommended to be provided and reviewed prior to the PUD hearing.

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

Lake County Department of Public Works recommended requirements for the Cronin Dewey Robbins PUD impacts to roadways and drainage systems:

Dewey Robbins Road:

- Access off Dewey Robbins Road will need to meet Lake County access management requirements.
- Left and Right Turn Lanes on Dewey Robbins Road at the proposed entrances to this development will be required.
- A sidewalk along Dewey Robbins Road frontage will be required to meet City of Leesburg and Lake County requirements.
- Additional right-of-way for Dewey Robbins Road may be required to meet the minimum requirements for a collector roadway and to accommodate the offsite road improvements while maintaining the road drainage. Further evaluation will be performed with subdivision plans based on impacts due to drainage, sidewalk, turn lanes, shoulders, etc.
- Dewey Robbins Road is defined with a functional road classification of 'collector rural' by the Lake County Comprehensive Plan and adopted Lake-Sumter Metropolitan Planning Organization (LSMPO) Plan.

Traffic:

- A Traffic Impact Study (TIS) will be required of this development for review by the Lake-Sumter MPO and Lake County Public Works Department. The TIA will need to follow the Lake-Sumter MPO Traffic Impact Analysis Methodology and Guideline the methodology will need to be worked out prior to TIS submittal.
- The TIS is highly recommended to be provided for review by Lake-Sumter MPO and Lake County prior to public hearings for the PUD.

Internal connectivity:

- The development is recommended to have internal pedestrian and bicycle connectivity throughout the development and to Dewey Robbins Road.

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 or onto county roads.

RE: PROJECT: Cronin Dewey Robbins/ Planned Unit Development
CASE NO.: PUD-24-285

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 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.

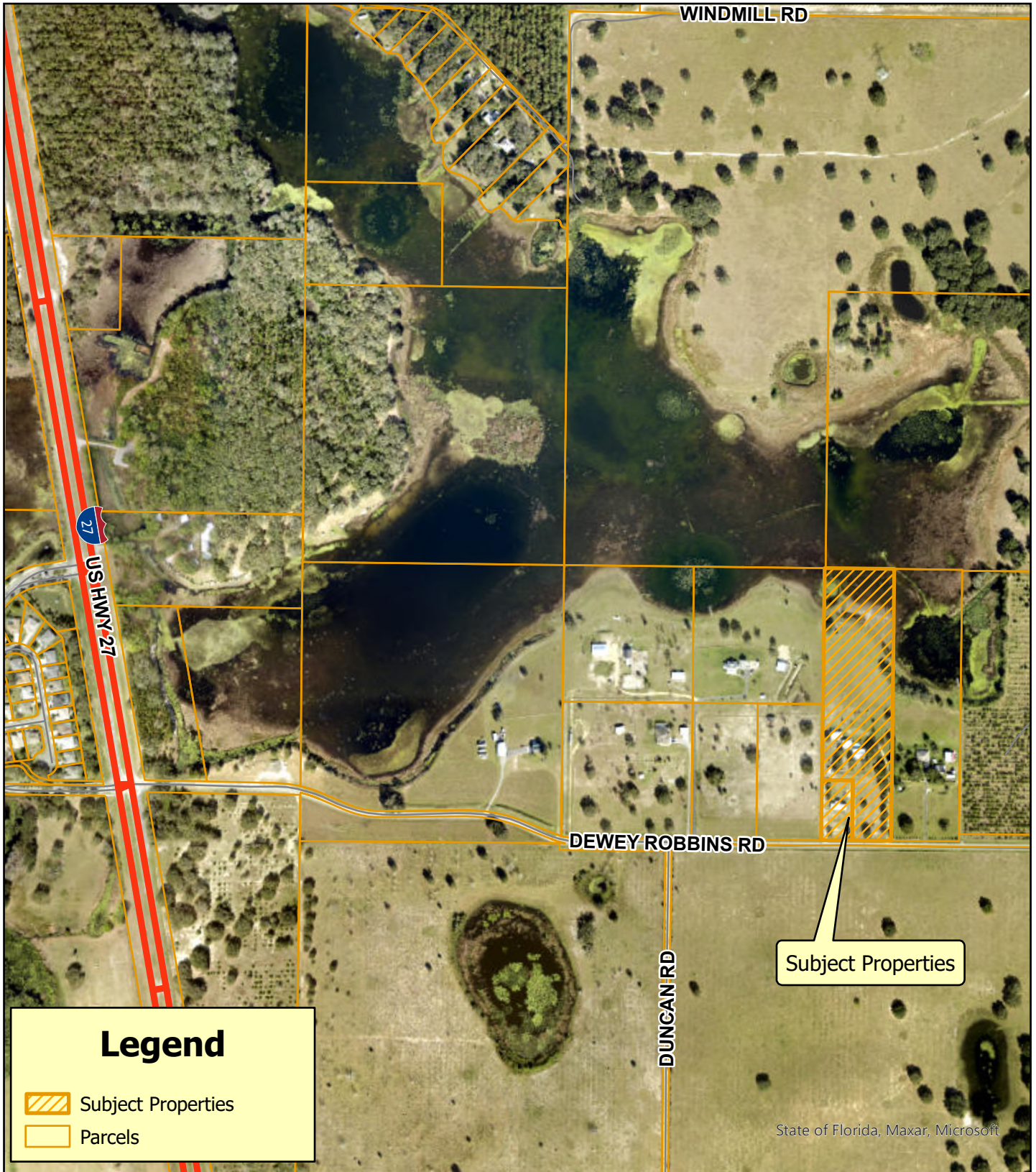
Sincerely,

Seth Lynch

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, Chief Planner for Lake County
Dan Miller, Planning Manager for City of Leesburg

Extended Aerial

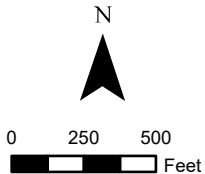


Legend

-  Subject Properties
-  Parcels

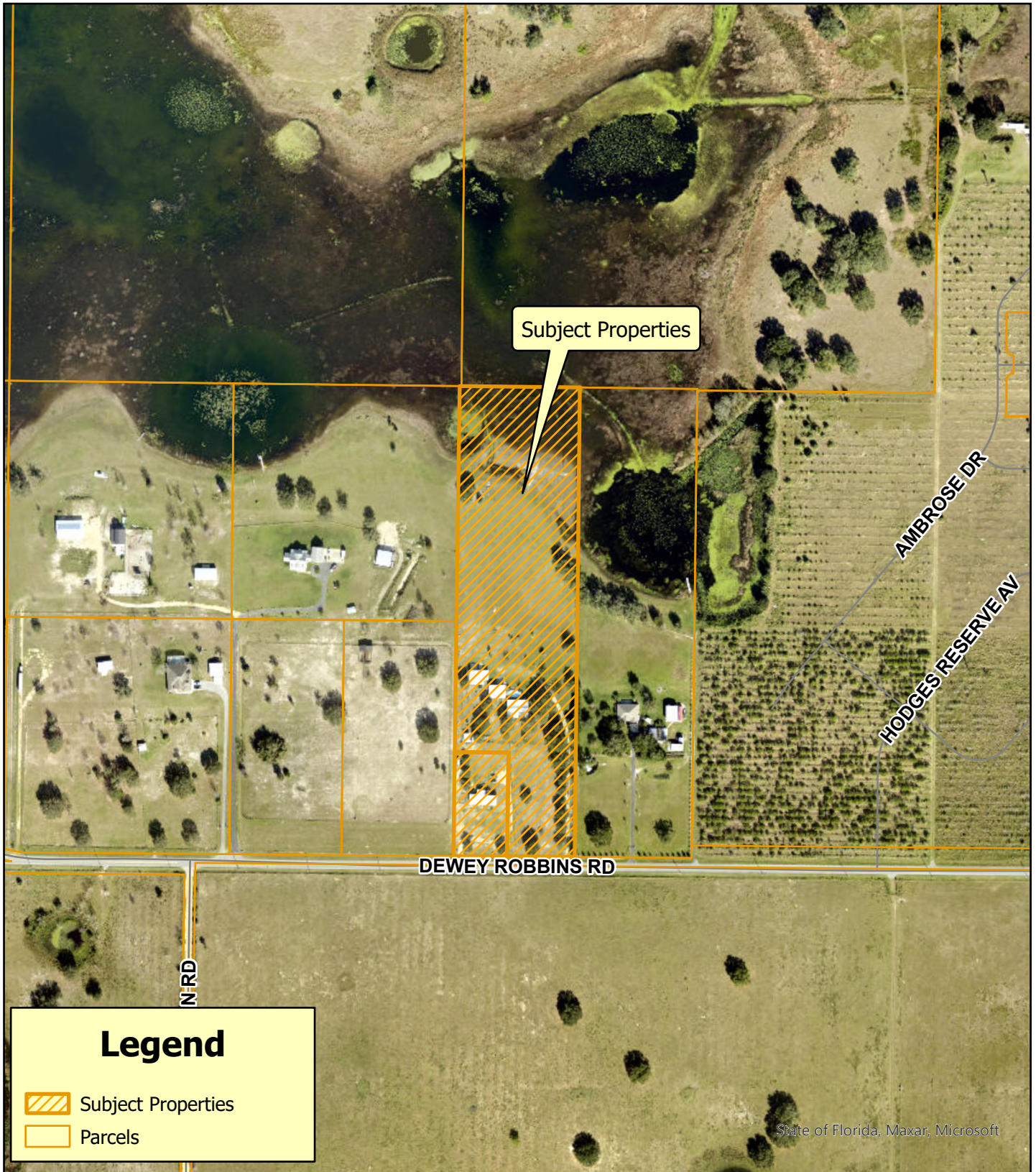


**Planning
& Zoning
Division**

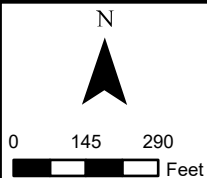


Cronin-Dewey Robbins
Case #s ANNX-24-283; SSCP-24-284; SPUD-24-285
Alternate Key #s: 1030226 & 3881453
Section 31, Township 20 South, Range 25 East
September 9, 2024

Aerial

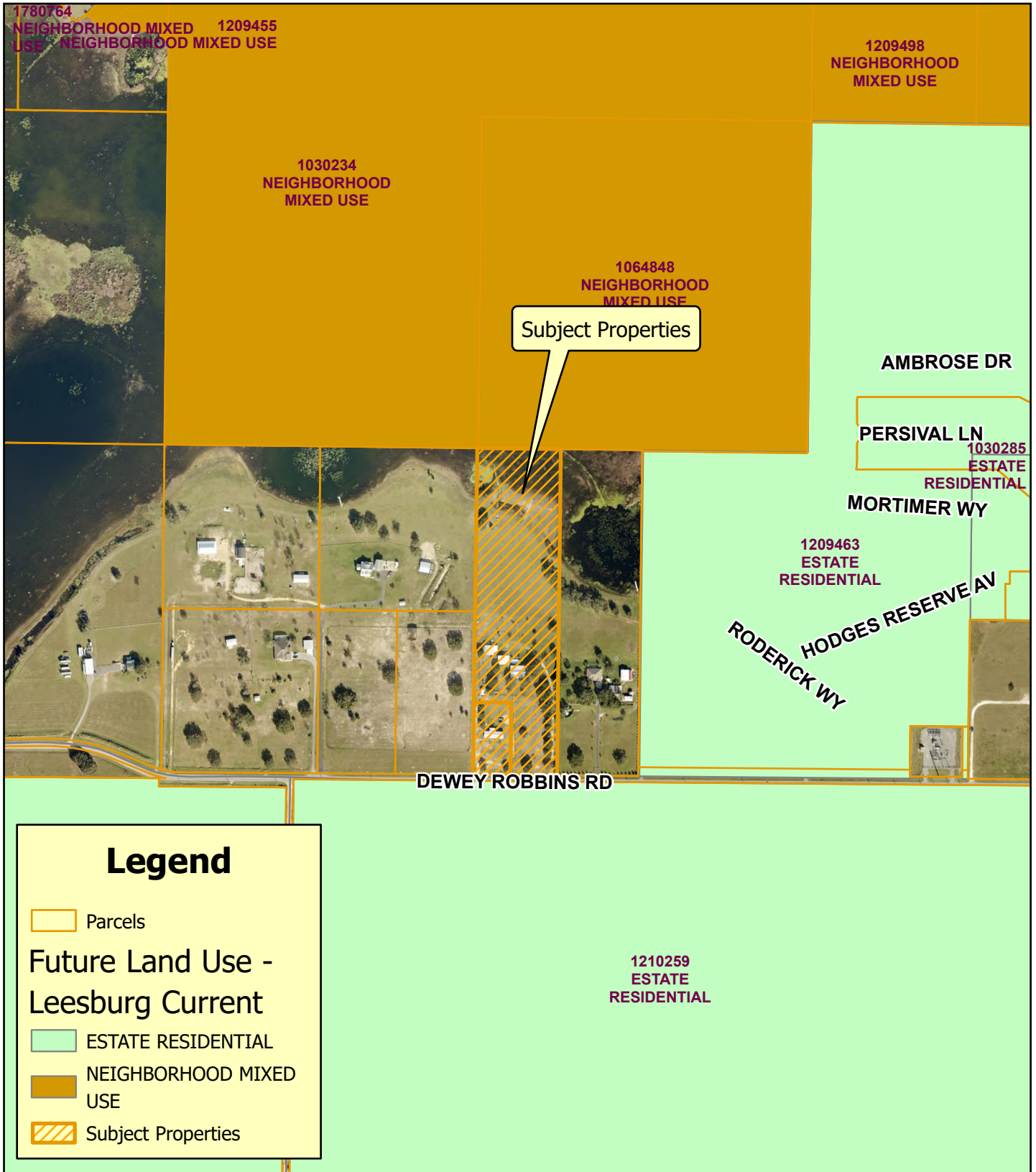


**Planning
& Zoning
Division**

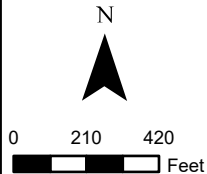


Cronin-Dewey Robbins
Case #s ANNX-24-283; SSCP-24-284; SPUD-24-285
Alternate Key #s: 1030226 & 3881453
Section 31, Township 20 South, Range 25 East
September 9, 2024

City of Leesburg Future Land Use

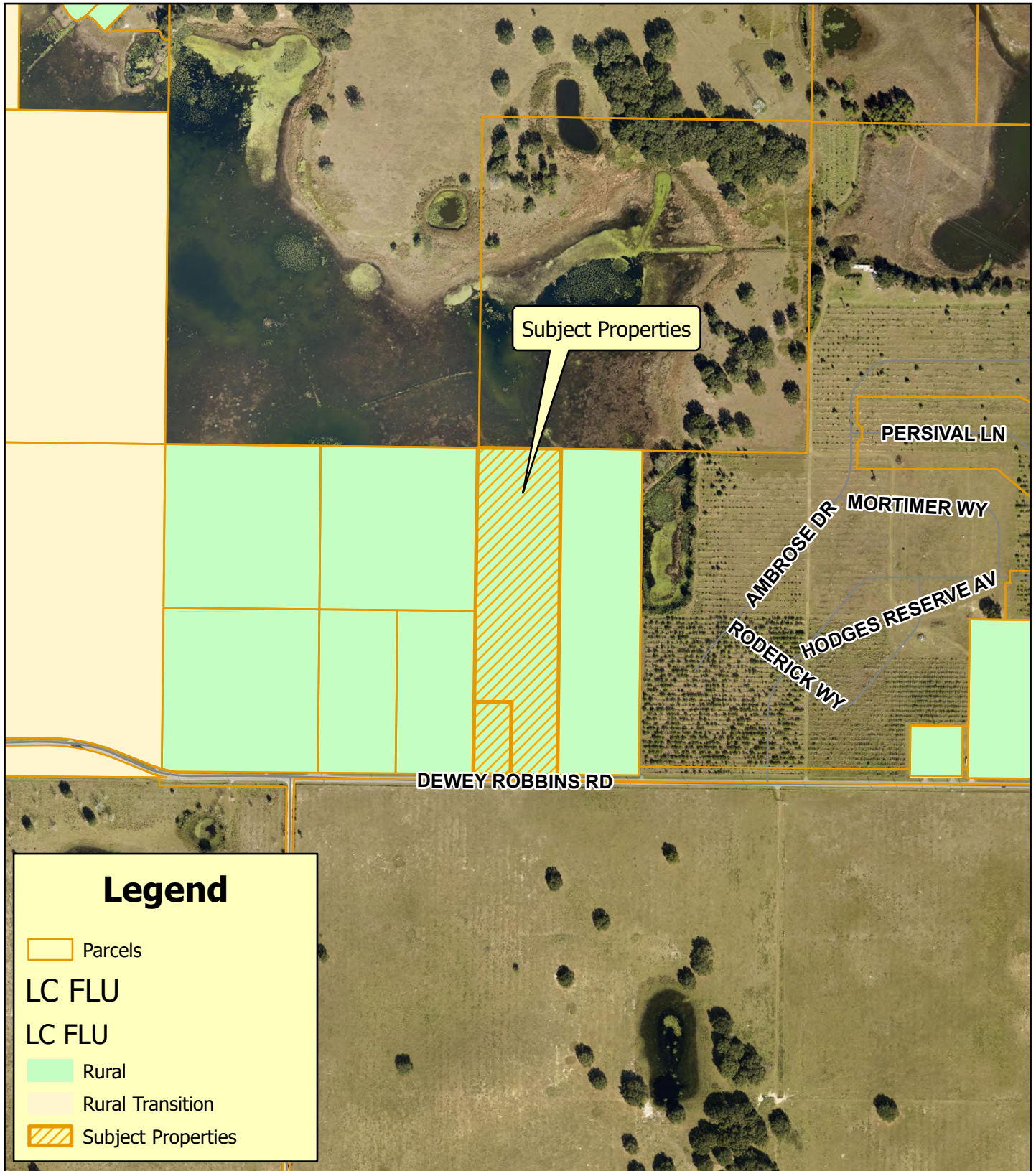


**Planning
& Zoning
Division**

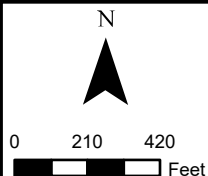


Cronin-Dewey Robbins
Case #s ANNX-24-283; SSCP-24-284; SPUD-24-285
Alternate Key #s: 1030226 & 3881453
Section 31, Township 20 South, Range 25 East
September 13, 2024

Lake County Future Land Use



**Planning
& Zoning
Division**

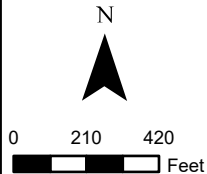


Cronin-Dewey Robbins
Case #s ANNX-24-283; SSCP-24-284; SPUD-24-285
Alternate Key #s: 1030226 & 3881453
Section 31, Township 20 South, Range 25 East
September 13, 2024

Proposed Future Land Use



**Planning
& Zoning
Division**

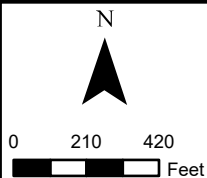


Cronin-Dewey Robbins
Case #s ANNX-24-283; SSCP-24-284; SPUD-24-285
Alternate Key #s: 1030226 & 3881453
Section 31, Township 20 South, Range 25 East
September 13, 2024

Surrounding Land Uses



**Planning
& Zoning
Division**



Cronin-Dewey Robbins
Case #s ANN-24-283; SSCP-24-284; SPUD-24-285
Alternate Key #s: 1030226 & 3881453
Section 31, Township 20 South, Range 25 East
September 16, 2024

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.B.6.

Meeting Date: December 16, 2024

From: Dan Miller, (Planning and Zoning Director), Max Vanallen, (Senior Planner)

Subject: An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 9.94 +/- acres from Lake County A (Agriculture) to City of Leesburg SPUD (Small Planned Unit Development) to allow for 48 townhomes and 15,000 square feet of commercial for a property generally located north of Dewey Robbins Road, east of U.S. Highway 27, lying in Section 31, Township 20 South, Range 25 East, Lake County, Florida; and providing an effective date. (Cronin-Dewey Robbins SPUD)

Staff Recommendation:

Planning and Zoning Staff recommend approval of the request to rezone the subject property from Lake County A (Agriculture) to City of Leesburg SPUD (Small Planned Unit Development) to allow 48 townhomes and 15,000 square feet of commercial uses.

Analysis:

The project site is approximately 9.94 +/- acres, and is generally located north of Dewey Robbins Road, east of U.S. Highway 27 as shown on the attached maps. At this time, the property is developed with two (2) manufactured homes, one (1) utility building, one (1) carport. The proposal will allow for 48 townhomes and 15,000 square feet of commercial. The existing land uses surrounding the property include non-agricultural acreage, pasture improved hay acreage, residential, and orange grove. City of Leesburg utilities are available nearby.

The Planning & Zoning Staff recommend approval of the proposed rezoning from Lake County A (Agriculture) to City of Leesburg SPUD (Small Planned Unit Development). The Planning Commission at the public hearing held on November 21, 2024, recommended **DENIAL** of the proposed SPUD (Small Planned Unit Development) rezoning.

Procurement Analysis:

N/A

Options:

1. Approve the proposed rezoning to SPUD (Small Planned Unit Development) or,

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

Fiscal Impact:

New development on this site will create a positive fiscal impact on the City of Leesburg, in the form of impact and utility fees, plus ad valorem taxes.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE ZONING ON APPROXIMATELY 9.94 +/- ACRES FROM LAKE COUNTY A (AGRICULTURE) TO CITY OF LEESBURG SPUD (SMALL PLANNED UNIT DEVELOPMENT) TO ALLOW FOR 48 TOWNHOMES AND 15,000 SQUARE FEET OF COMMERCIAL FOR A PROPERTY GENERALLY LOCATED NORTH OF DEWEY ROBBINS ROAD, EAST OF U.S. HIGHWAY 27, LYING IN SECTION 31, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (CRONIN-DEWEY ROBBINS SPUD)

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

Section 1.

Based upon the petition of Michael J. Cronin and Kim R. Cronin, Petitioners, "Permittee" of the property hereinafter described, which petition has heretofore been approved by the City Commission of the City of Leesburg Florida, pursuant to the provisions of the Laws of Florida, the said property located in Lake County, Florida, is hereby rezoned from Lake County A (Agriculture) to City of Leesburg SPUD (Small Planned Unit Development), to-wit:

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

Section 2.

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

PASSED AND ADOPTED at the regular meeting of the City Commission of the City of Leesburg, Florida, held on the _____ day of _____ 2025.

THE CITY OF LEESBURG, FLORIDA

Mayor

ATTEST:

City Clerk



LEGAL DESCRIPTION

THE WEST $\frac{1}{2}$ OF THE WEST $\frac{1}{2}$ OF THE SOUTHWEST $\frac{1}{4}$ OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 31, TOWNSHIP 20 SOUTH, RANGE 25 EAST, IN LAKE COUNTY, FLORIDA.

CRONIN-DEWEY ROBBINS
PUD (PLANNED UNIT DEVELOPMENT) AGREEMENT
City of Leesburg, Florida
November 21, 2024

These Planned Unit Development Conditions for a SPUD (Small Planned Unit Development) zoning district are granted by the City of Leesburg Planning Commission, Lake County, Florida to **Michael J. Cronin and Kim R. Cronin, 6531 Dewey Robbins Road, Howey in the Hills, FL 34737, as “Permittee” (Michael Rankin, LPG Urban and Regional Planners, 1162 Camp Ave, Mount Dora, FL 32757, Agent)**, for the purposes described herein, and subject to the terms and conditions as set forth in this document, pursuant to authority contained in Chapter 25 “Zoning”, Section 25-278 “Planned Unit Development” of the City of Leesburg Code of Ordinances, as amended.

BACKGROUND

The "Permittee" is requesting a Small Planned Unit Development (SPUD) zoning district to allow future construction of a proposed residential development consisting of a maximum of 48 attached single-family residential units and a maximum of 15,000 square foot commercial component adjacent to Dewey Robbins, on approximately 9.94 +/- acres, generally located north of Dewey Robbins Road, east of US Highway 27, on a site within the City of Leesburg in accordance with their SPUD 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 **Michael J. Cronin and Kim R. Cronin, 6531 Dewey Robbins Road, Howey in the Hills, FL 34737, as “Permittee” (Michael Rankin, LPG Urban and Regional Planners, 1162 Camp Ave, Mount Dora, FL 32757, Agent)**, to construct, operate, and maintain a Small Planned Unit Development in and on real property in the City of Leesburg, in accordance with the requirements set forth herein. The property is more particularly described below.
2. **LEGAL DESCRIPTION**

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

3. **LAND USE**

The above-described property, containing approximately 9.94 acres, shall be used for single-family attached residential development, with a commercial component sited adjacent to Dewey Robbins Road, having a maximum of 15, 000 square feet of commercial development, pursuant to City of Leesburg development codes and standards.

A. **Permitted Residential Uses**

- 1) Attached single-family residential units (townhomes; front or rear loaded).
- 2) Detached single-family residential units, provided the lots are a minimum of 50-foot wide and meet all minimum development standards of the R-1 (Low Density Residential) zoning district.

B. **Permitted Commercial Uses**

- 1) Medical/Veterinary
- 2) Retail
- 3) Multi/Single-story Self Storage
- 4) Daycare or Elderly Daycare
- 5) Office Space/Professional Services
- 6) Insurance
- 7) Boat & RV Storage
- 8) Personal Services/Salon Suites
- 9) Assisted Living
- 10) Flex Space

C. Location of all permitted uses shall be substantially with the intent of the conceptual site plan shown in **Exhibit C.**

D. **Prohibited Uses**

- 1) Duplex/Triplex uses.
- 2) Multi-family units (apartments).
- 3) All other uses not specifically permitted within these conditions under Permitted Uses above shall be prohibited.

E. **Accessory Uses**

- 1) Accessory structures
- 2) Recreational Uses (Trails/Dog Park/Swimming pool/Volleyball Court, etc.)
- 3) Accessory retail within a recreation center or clubhouse, intended for the primary use of residents, such as a snack bar.
- 4) 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 townhomes may be used as sales centers during the duration of the project.

4. **DEVELOPMENT STANDARDS**

- A. The project shall contain a maximum of 48 single-family residential units, at a gross density not to exceed 4.82 units per acre on the approximately 9.94-acre site, as shown on **Exhibit C, Conceptual Site Plan**.
- B. Attached single-family lot width sizes shall include minimum 20-foot lots.
- C. Detached single-family residential lots shall be minimum of 50-foot wide, and meet all minimum development standards of the R-1 (Low Density Residential) zoning district, per City of Leesburg Code of Ordinances, Chapter 25, Section 25-280, Table 4-2.
- 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. The minimum lot development standards for attached single-family units (townhome lots) shall be:
 - 1. For 20-foot minimum townhome lots (Front- or rear-loaded):
 - a. Minimum living area (under roof): 1,000 square feet.
 - b. Each additional bedroom to the above the minimum house size shall be a minimum of 120 square feet, including closet.
 - c. Maximum building height: 2 stories, or 35-feet
 - d. Minimum lot size shall be 2,000 square feet.
 - e. Minimum width:
 - Interior lot – 20 feet;
 - End unit lot – minimum 22 feet
 - f. Minimum depth 100 feet
 - g. Minimum building setbacks:
 - Front – 25 feet;
 - Rear – 20 feet;
 - Side (between buildings) – 15 feet;
 - Side (street) – 15 feet.
 - 2. For all structures:
 - a. Each dwelling unit shall have a minimum two off-street parking spaces.
 - b. 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.
 - c. As part of the site plan approval process, city staff shall review final site design standards in accordance with the approved SPUD (Small Planned Unit Development) zoning conditions set forth herein.

5. DESIGN/ARCHITECTURAL STANDARDS

- A. All buildings shall utilize at least five (5) of the following design features to provide visual relief along all elevations of the buildings. Designs may vary throughout the development.
 - 1) Dormers

- 2) Gables
 - 3) Recessed or raised entries
 - 4) Covered porch entries
 - 5) Cupolas
 - 6) Pillars or decorative posts
 - 7) Bay window (minimum 12-inch projections)
 - 8) Eaves (minimum 6-inch projections)
 - 9) Front windows with arched glass tops and minimum 4-inch trim.
 - 10) Garage vehicle doors shall incorporate the following elements: raised decorative panels, decorative glass panels or panes, decorative hinges, etc.
 - 11) Front doors shall incorporate the following decorative elements: raised decorative panels, decorative glass panels or panes, decorative handles, etc.
 - 12) Stone accents
 - 13) Shutters
 - 14) Board and batten siding
 - 15) Hardy board siding
 - 16) Raised banding
 - 17) Craftsman style garage doors
- B. Exterior building materials contribute significantly to the visual impact of a building on the community. These materials shall be well designed and integrated into a comprehensive design style for the project. The total exterior wall area of each building elevation shall be composed of one of the following:
- 1) At least thirty-five percent (35%) full-width brick or stone (not including window and door areas and related trim areas), with the balance being any type of lap siding and/or stucco.
 - 2) At least thirty percent (30%) full-width brick or stone, with the balance being stucco and/or a “cementitious” lap siding. (A “cementitious” lap siding product is defined as a manufactured strip siding composed of cement-based materials rather than wood fiber-based or plastic-based materials. For example, Masonite or vinyl lap siding would not be allowed under this option.).
 - 3) All textured stucco, provided there are unique design features such as recessed garages, tile or metal roofs, arched windows, porches, etc. in the elevations of the buildings or the buildings are all brick stucco. Unique design features shall be reviewed by the Community Development Director for compliance.
- C. Other similar design variations meeting the intent of this section may be approved by the Community Development Director or designee.
- D. The conceptual architectural styles and facades shown in **Exhibit D, Building Elevations** herein are considered to meet the requirements of this section.

- E. The Permittee shall utilize “Dark Sky” lighting principles when selecting lighting fixtures for all street lighting. Such lighting shall achieve the overall effect of containing and shielding excessive light pollution from adjacent properties. Appropriate designs are shown on as **Exhibit E**, attached hereto.

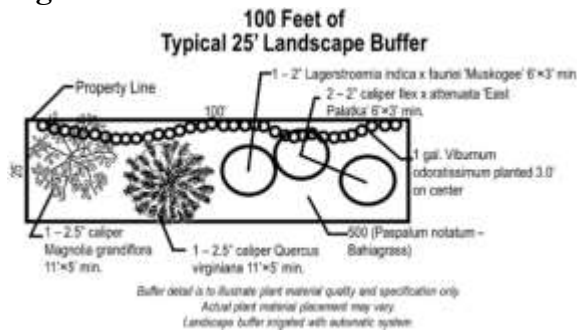
6. **OPEN SPACE, LANDSCAPING & BUFFER REQUIREMENTS**

- A. A minimum of 35% open space shall be provided throughout the development. Open space may consist of buffers, wetlands, retention and recreation areas.
- B. A minimum twenty-five (25) foot buffer tract with plantings as shown in Figures A and B below, shall be provided along the northern and southern boundaries of the property, unless otherwise provided for within these standards.
- C. A minimum ten (10) foot buffer tract with plantings as shown in Figures A and B below, shall be provided along the eastern and western boundaries of the property, unless otherwise provided for within these standards.
- D. Residential unit landscaping requirements:
One (1) understory tree per residential unit shall be planted interspersed between the town home buildings at no less than 50’ spacing along the front. The balance of required trees shall be located between the townhome buildings.
- E. A four (4) foot decorative fence or six (6) foot high privacy fence shall be provided to the east and west of the property, and between the southern commercial portion adjacent to Dewey Robbins Road, and the northern residential area. The samples shown in **Figures 1 & 2** on **Exhibit F, Acceptable Fence Samples** shall be considered to meet these fencing requirements. Variations to the fencing requirements of the code may be approved by the Planning & Zoning Director or designee, as long as the intent of the SPUD is maintained
- F. All other landscaping requirements within development:
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. The number trees required under Section 6 C *Residential unit landscaping requirements*, shall not count toward the minimum required 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 requirements of the code may be approved by the Planning & Zoning Director or designee, as long as the intent of the SPUD 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 as many specimen, heritage and historic trees as feasible.
 - 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. Any preserved trees outside the perimeter landscape buffer will count toward the minimum requirements in Section 6, Item C.
 - 3) The tree survey shall be completed by a licensed surveyor.

7. **SITE ACCESS AND SIGNAGE**

- A. Access locations depicted on the Master Development Plan are conceptual and subject to Lake County approval. Actual location and design of the roads shall be determined at the site plan review process and shall include consideration of, and connection to, sidewalks, recreation paths, etc. All other access shall be reviewed for necessity and requirements through Lake County and the City of Leesburg development and permitting processes. Any additional access points shall be subject site plan application review process.
 - 1) The primary vehicular access to the development shall be constructed as a divided boulevard type entrance.
 - 2) The main divided boulevard type vehicular access shall be at Dewey Robbins Road, Lake County Access requirements permitting.
 - 3) Offsite road improvements on existing roads adjacent to the property may be required based on finalized access locations. Such improvements may include, but are not limited to, left and right turn lanes, right-of-way

- dedication, and pavement rehabilitation. Any proposed offsite road improvements must be approved by Lake County Public Works.
- 4) Prior to completion of the subdivision design plans, the developer shall work with the Lake County Department of Public Works to ensure all appropriate required roadway and access improvements for the development are made part of the plans submitted to the City of Leesburg.
 - 5) 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 primary access point shall provide a decorative entry feature to include a concrete, brick or stucco wall at least five (5) feet in height, on each side of the entryway. This may be used for signage per City of Leesburg Code of Ordinances, as amended.
 - D. Alternative designs for the ground enclosure supports and bases of a monument sign may be approved by the Planning & 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 sidewalks, recreation paths etc.
- B. A traffic/transportation study shall be submitted prior to site plan approval for review and determination of any necessary access improvements, including any off-site improvements required by Lake County, the Lake-Sumter MPO or the City of Leesburg. Said improvements will be the responsibility of the Permittee.
- C. The Permittee shall provide necessary traffic improvements within and adjacent to the development as required by Lake County, the Lake-Sumter MPO and City of Leesburg.
- D. All roads within the development shall be designed and constructed to meet the City of Leesburg requirements.
- E. The Permittee shall be responsible for obtaining all necessary Lake County permits and a copy of all permits shall be provided to the City of Leesburg.

- F. The City of Leesburg will not be responsible for the maintenance or repair of any of the roads or transportation improvements. The Permittee shall establish an appropriate legal entity that will be responsible to pay the cost and perform the services to maintain the roads and transportation improvements. Should the Permittee desire to dedicate the proposed project's internal road system to the City of Leesburg; the City, at its discretion, may accept or not accept the road system. Prior to acceptance, the Permittee shall demonstrate to the City that the road system is in suitable condition and meets City of Leesburg requirements. As a condition of accepting the roadway system the City may create a special taxing district or make other lawful provisions to assess the cost of maintenance of the system to the residents of the project and may require bonds or other financial assurance of maintenance for some period of time.
- G. Sidewalks shall be provided on both sides of the boulevard entrance road and throughout the development. Sidewalks shall provide cross connections to all recreation and residential areas. Internal road rights-of-ways shall be of sufficient width to contain sidewalks on both sides of the road. 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, including such off-site improvements required by the City and all other appropriate government agencies. All such requirements shall be constructed to the applicable specifications imposed by the ordinances and regulations of the City in effect at the time of construction.
- C. The City of Leesburg intends to service the property with water and wastewater services at this time. At the time of connection, all regulations in place at the time of the request shall be required, including but not limited to impact fees, connection and utility service deposit charges. The cost of supplying water and wastewater lines and other necessary infrastructure, such as lift stations for the development shall be the responsibility of the applicant.

10. **STORMWATER/DRAINAGE MANAGEMENT**

All drainage shall be designed and constructed in a manner to meet all State of Florida and City of Leesburg codes, including the requirement that all stormwater runoff is contained

within the boundaries of the properties, and does not create a detriment to surrounding properties. Prior to receiving final development approval, the Permittee shall submit a stormwater management plan and utility plan acceptable to the City of Leesburg. Prior to any clearing, grubbing, or disturbance of natural vegetation in any phase of the development, the Permittee shall provide:

- A. A detailed site plan that demonstrates no direct discharge of stormwater runoff generated by the development into any wetlands or onto adjacent properties.
- B. A stormwater management system designed and implemented to meet all applicable St. Johns River Water Management District and City of Leesburg requirements.
- C. A responsible legal entity for the maintenance of the stormwater management system on the plat prior to the approval of the final plat of record. A homeowner's association is an acceptable maintenance entity.
- D. The existing 100-year flood plain shown shall be shown on all plans and lots.
- E. The appropriate documentation that any flood hazard boundary has been amended in accordance with Federal Emergency Management Agency requirements, if the 100-year flood plain is altered and /or a new 100-year flood elevation is established in reference to the applicable flood insurance rate map.
- F. A copy of the Management and Storage of Surface Waters permit obtained from St. Johns River Water Management District shall be provided to the City during the site plan review process.
- G. Should the Permittee desire to dedicate the proposed project's stormwater management system to the City of Leesburg; the City, at its discretion, may accept or not accept the stormwater management system. Prior to acceptance, the Permittee shall demonstrate to the City the stormwater management system is in a suitable condition and meets City of Leesburg and St. Johns River Water Management District requirements. As a condition of accepting the system the City may create a special taxing district or make other lawful provisions to assess the cost of maintenance of the system to the residents of the project.

11. WETLANDS, FLOOD ZONES & WILDLIFE

- A. All wetlands on the project site shall be identified by a jurisdictional wetland boundary line, and the location and extent of each wetland shall be determined by the Department of Environmental Protection, St. Johns River Water Management District and/or U.S. Army Corp of Engineers. Each wetland shall be placed on a suitable map, signed and sealed by a surveyor registered to practice in Florida and shall be submitted as part of the site plan application process.
- B. To the extent practicable, wetlands shall be placed in a conservation easement, which shall run in favor of, and be enforceable by, the St. Johns River Water

Management District or another legal entity such as a homeowners 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 homeowners 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. If no wetlands are discovered to be present within the development at the time of site plan review and subsequent site work/construction, Section 11, Items A-F (above) shall not apply. The remainder of Section 11 (below) shall still apply.
- H. 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.
- I. A map indicating the location of the 100-year flood plain.
- J. 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.
- K. There are currently FEMA flood zones located throughout the parcel. Through the site plan review process, the developer shall coordinate with the City of Leesburg, Lake County and all impacted government agencies regarding elevation determinations, compensatory storage and overall design of the subdivision within and near flood hazard boundary areas, to ensure compliance with all regulations.

12. **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.

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 (9,600 square feet maximum), or 0.22 total acres.
- B. Recreational requirements shall include at least one primary common area, such as a pool with cabanas and dedicate parking, as shown on **Conceptual Site Plan, Exhibit C** shall not require a fence as described above.
 - a. The primary recreational facility shall be constructed in conjunction with and completed no later than the completion of the first 5 attached single-family residential units.
- C. Retention parks shall be included in the design of the subdivision and shall be designed such that park areas, which may consist of dry retention areas, may be used as open fields, playgrounds or trails, as shown on the attached **Conceptual Site Plan, Exhibit C**. Wet retention areas shall have a fountain or spray feature to enhance aesthetics and keep the retained water from stagnating.
 - a. Any trails within the development, including within the 25' exterior buffer shall be constructed to comply with ADA standards where required by law. Trails that are not required to meet ADA standards, such as natural or passive trails, shall be constructed to the extent feasible to ensure safety and accessibility, but full ADA compliance is not mandatory unless otherwise specified by Federal Regulations.
- D. Other recreation areas may include such uses as outdoor cooking facilities such as grills, outdoor exercise equipment, youth playgrounds, tot lots, trail/boardwalk overlooks, gazebos, play courts, dog parks, or other similar uses which will meet the intent of this document.

14. **MAINTENANCE**

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

15. **DEVELOPMENT PHASING & IMPLEMENTATION**

- A. The proposed project may be constructed in phases in accordance with the Small 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 SPUD 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 SPUD within four (4) years of this approval becoming final with no appeal pending or the SPUD will automatically expire, unless otherwise lawfully extended by the City or Section 252.363, Florida Statutes. In the event the SPUD 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 Small 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 Small Planned Unit Development conditions set forth herein, and with all City and other governmental agencies rules and regulations.
- D. The transfer of ownership or lease of any or all of the property described in this SPUD Agreement shall include in the transfer or lease agreement, a provision that the purchaser or lessee is made good and aware of the conditions pertaining to the Small Planned Unit Development established and agrees to be bound by these conditions. The purchaser or lessee may request a change from the existing plans and conditions by following the procedures as described in the City of Leesburg Land Development Code, as amended.
- E. These SPUD Conditions shall inure to the benefit of, and shall constitute a covenant running with the land and the terms, conditions, and provisions hereof,

and shall be binding upon the present owner and any successor, and shall be subject to each and every condition 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 could exceed the current capacity of some public facilities, such as, but not limited to water, wastewater, roads, drainage, and solid waste. However, no final development order (site plan and building permits) shall be granted for proposed development until there is a finding that all public facilities and services required for the development have sufficient capacity at or above the adopted level of service (LOS) to accommodate the impacts of the development, or that improvements necessary to bring facilities up to their adopted LOS will be in place concurrent with the impacts of the development.

B. Utilities

1) Projected Capacities

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

2) Commitment of Capacity

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

3) Ability to Provide Services

- a. At this time, the City intends to provide water, wastewater and reclaimed water services within its service area for the foreseeable future.
- b. Future development within the City of Leesburg utility service areas may impact the provision of utility services.

EXHIBIT B**LEGAL DESCRIPTION**

THE WEST $\frac{1}{2}$ OF THE WEST $\frac{1}{2}$ OF THE SOUTHWEST $\frac{1}{4}$ OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 31, TOWNSHIP 20 SOUTH, RANGE 25 EAST, IN LAKE COUNTY, FLORIDA.

Owner:
Michael & Kim Cronin
6533 Dewey Robbins Rd,
Howey in the Hills, FL 34737
352-988-8906

Agent/Consultant:
UPG Urban & Regional
Planners, LLC
Michael Rankin,
Managing Member
1162 Camp Ave.
Mount Dora, FL 32757
352-383-1940



Notes:
Alt Keys 1030226 & 3861453
Total Acreage: 9.936 (432,826 sf)
Wetlands Acreage: 2.20, 96,024 sf
Net Acreage: 7.736, 336,802 sf
Net Residential Acres: 5.736
Net Commercial Acres: 2 Acs- 2 buildings/2 lots- 5000 sf
Daycare, 5000 sf 2 unit building 2,500 each unit

Flood Zones: A/X
Community Panel 120421-12060CD480E, 12-18-12

Existing PLU: Lake County Rural
Proposed PLU: City of Leesburg, Low Density Residential 8
dus/ac
Existing Zoning: Lake County Agriculture (A)
Proposed Zoning: City of Leesburg Small Planned Unit
Development (SPUD)

Density:
Lot widths: 20' x 110'
Maximum: 8 units per acre
Proposed: 4.8 units per acre

FAR:
Proposed: .04
Allowed: .20

ISR
Allowed: 80%
Proposed: 36%

Open Space
Required: 20%
Proposed: 33%

Proposed Uses:
Townhouses
Pool/Cabanas
Daycare
Office
Retail
Restaurant/Cafe
Personal Services
Water Retention

Maximum Building Height
Allowed: 40'
Proposed: 40'

Setbacks
Front: 20'
Side: 5'/10'
Rear: 10'
Distance between buildings 10'

Buffers
Wetlands: 50'
South: 25'
East: 25'
West: 25'



Total Parking: 62 parking spaces

Commercial:
(1 per 250 sq. ft. of gross leasable area)
Provided: 10

Restaurant:
(1 per 80 sq feet of gross leasable area)
Provided: 32

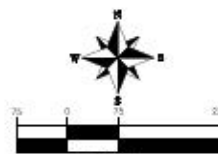
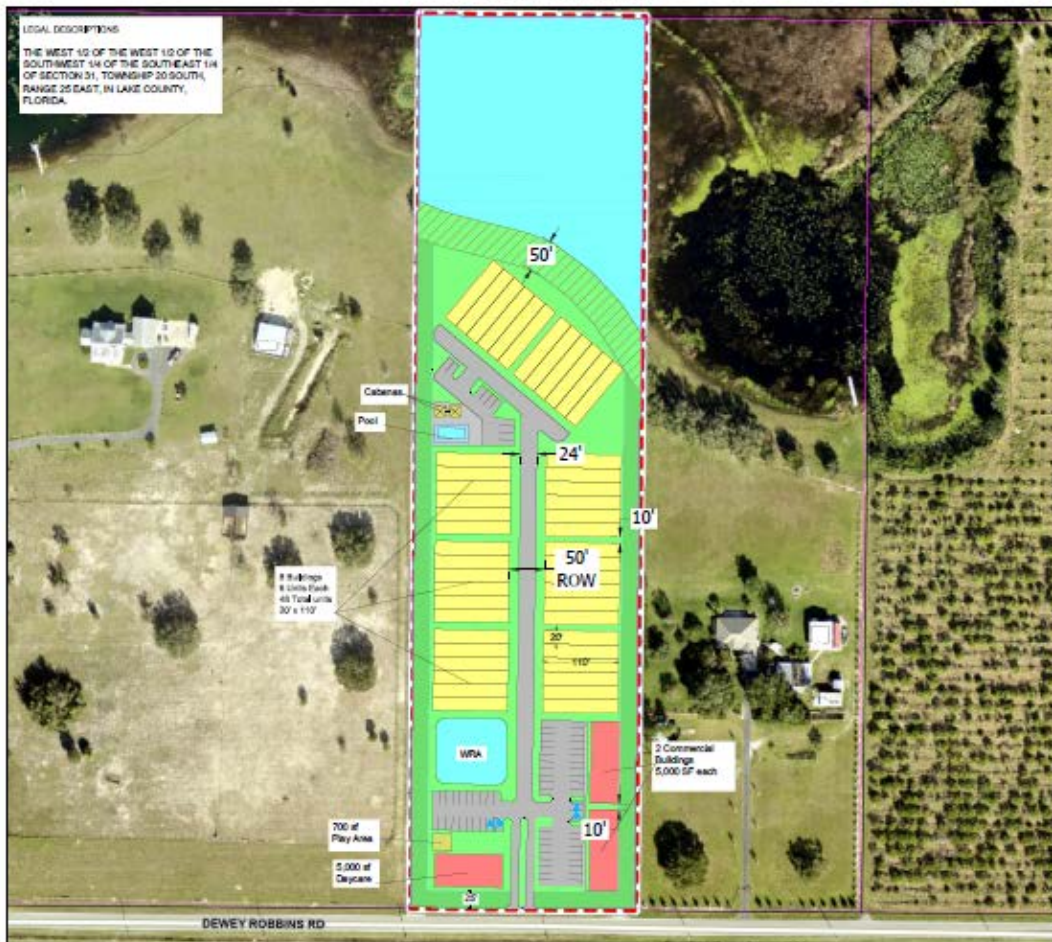
Daycare
5 spaces for transient use plus 1 space per employee
Provided: 20

Handicap Parking Spaces:
(1 space per 25 spaces) Required:
Provided: 4

Bike Parking:
(1 bicycle space shall be required per every 2,500 square
feet of commercial development)
Required: 4
Proposed: 1 bike rack with 4 spaces each per building on
outparcels

Utility Provider: City of Leesburg water & wastewater,
Electric Provider: Duke Energy
Natural Gas Provider: Lake Apopka Natural Gas
Fire Protection: Lake County
Stormwater Management will be through a system of
swales and retention ponds as required.
Existing Vegetation to be utilized in landscape buffers
wherever possible.

*This plan is conceptual in nature and is subject to change
due to engineering and other influences.



Scale: 1 inch = 75 ft

Cronin Dewey Robbins
Conceptual Plan
Leesburg, FL

UPG
Urban & Regional Planners, LLC.
1162 CAMP AVENUE MT. DORA, FL 32757
(352)383-1940 / FAX (352)383-4824
Project E. Cronin
Alt Key #1: 120421, 12060CD480E
October 26, 2014

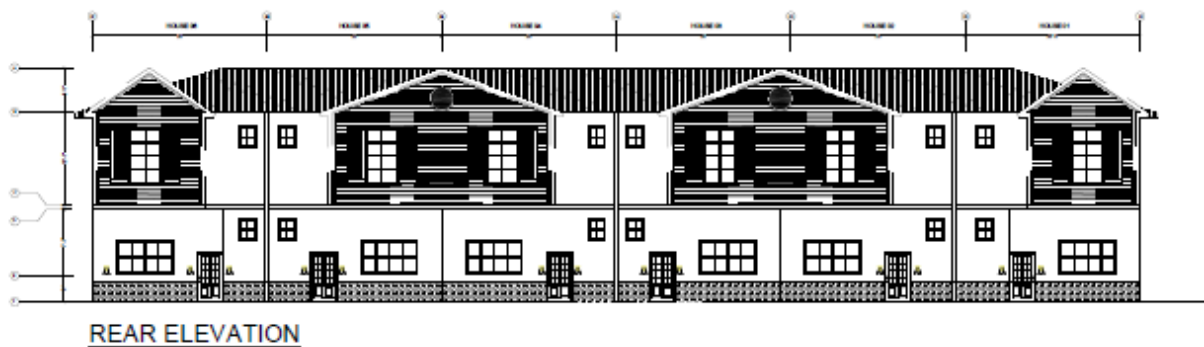
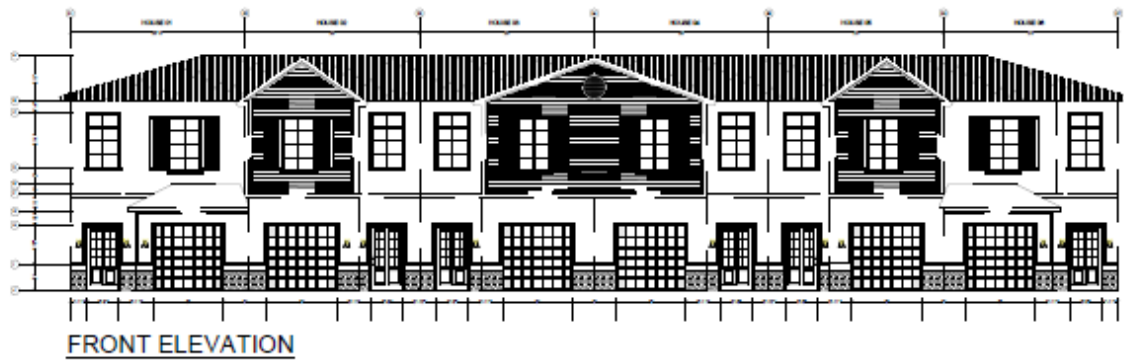


EXHIBIT G

TYPICAL DARK SKY LIGHTING FIXTURES

Examples of Acceptable / Unacceptable Lighting Fixtures





Figure 1 – Opaque vinyl fence option

Example Source Courtesy of Bespoke Fence & Shoreline Vinyl
<https://bespokefence.com/products/vinyl-fences/>; <https://shorelinevinyl.com/fencing-styles/caroline/>



Figure 2 – Split-rail fence option

Example Source Courtesy of Superior Outdoor Products & Peerless Fence
<https://superiorplasticproducts.com/3-rail-vinyl-fence>; <https://www.peerlessfence.com/residential/products/wood/post-rail>



Figure 3 - Aluminum rail fence option

Example Source Courtesy of Vinyl Fence.com
<https://www.buydirectvinylfence.com/5-tall-flat-top-3-rail-aluminum-fence.html>

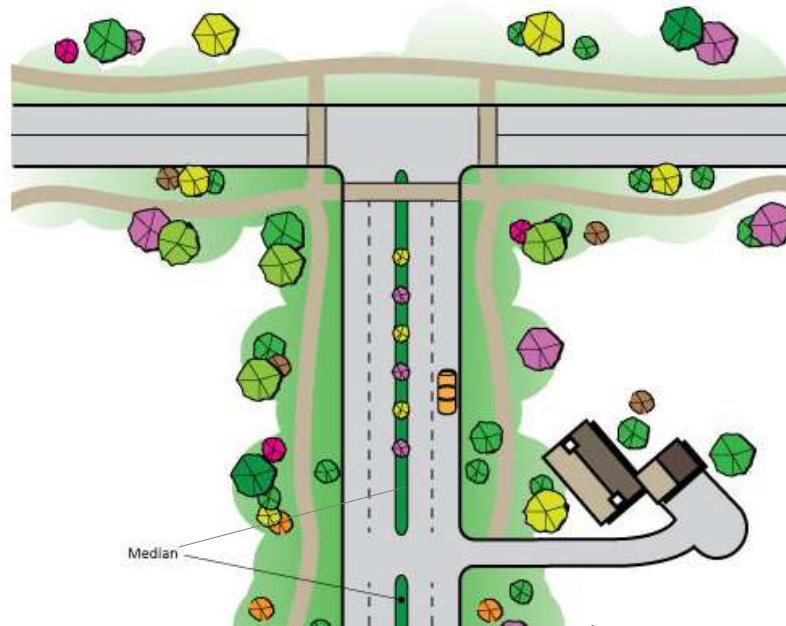


Figure 1 – Divided Boulevard Concept

Example Source Courtesy of Chester County Government

<https://www.chescoplanning.org/municorner/MultiModal/17-Boulevard.cfm>



Figure 2 – Planted Divided Boulevard

Example Source Courtesy of District Works

<https://districtworks.city/landscaping-and-groundskeeping/>



Figure 3 – Planted Divided Boulevard

Example Source Courtesy of Joshua Zeunert via ResearchGate

https://www.researchgate.net/figure/Planted-central-median-swale-used-in-the-Lynbrook-development_fig1_329116840



CITY OF LEESBURG PLANNING & ZONING DEPARTMENT RECOMMENDATIONS

DATE: November 21, 2024
OWNER: Michael J. Cronin and Kim R. Cronin
PETITIONER: Michael J. Cronin and Kim R. Cronin
PROJECT: Cronin-Dewey Robbins
REQUEST: Rezone from Lake County A (Agriculture) to City SPUD (Small Planned Unit Development) to allow 48 townhomes and 15,000 square feet of commercial uses.
CASE NO.: SPUD-24-285

THE PLANNING & ZONING DEPARTMENT RECOMMENDS:

APPROVAL of the request

for the following reason(s):

1. The proposed request for a SPUD (Small Planned Unit Development) zoning is compatible with the current surrounding zoning districts, and previously-zoned development, including City of Leesburg PUD (Planned Unit Development), Lake County A (Agriculture), and RP (Residential Professional).
2. The proposed request for the Future Land Use designation of Low Density Residential, is compatible with the proposed zoning of SPUD (Small Planned Unit Development).
3. The site is located near existing City utilities on US 27 and upcoming utility improvements along Dewey Robbins Road.
4. The proposed request does not appear to create a detriment to surrounding properties, based on the utility improvements and proximity to future development.

Action Requested:

1. Vote to **approve** the proposed rezoning from Lake County A (Agriculture) to City SPUD (Small Planned Unit Development), and forward this recommendation to the City Commission for consideration.

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

DATE: November 21, 2024
OWNER: Michael J. Cronin and Kim R. Cronin
PETITIONER: Michael J. Cronin and Kim R. Cronin
PROJECT: Cronin-Dewey Robbins
REQUEST: Amend the Comprehensive Plan from Lake County Rural to City of Leesburg Low Density Residential and Rezone from Lake County A (Agriculture) to City SPUD (Small Planned Unit Development) to allow townhomes and retail commercial.
CASE NO.: (ANNX-24-283); SSCP-24-284; SPUD-24-285

THE FOLLOWING COMMENTS RECEIVED FROM EACH DEPARTMENT:

POLICE

No comments received as of 11/15/2024.

FIRE

In reference to Case Number ANNX-24-283, SSCP-24-284, SPUD-24-285

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 ANNX-24-283, SSCP-24-284, SPUD-24-285 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

- Captain Amanda Stevenson, 11/15/2024

ELECTRIC

This is outside Leesburg electric service territory. We have no comments. – Steve Davis, 10/30/2024.

GAS

Gas Department – No Comment – Wayne Williams. 10/30/2024

GIS

No comments received as of 11/15/2024.

BUILDING

No comments received as of 10/18/2024.

PUBLIC WORKS

No comments received as of 11/15/2024.

GIS/ADDRESSING

No comments received as of 11/15/2024.

HOUSING & REDEVELOPMENT

No comments received as of 11/15/2024.

LAKE COUNTY SCHOOLS

This project would be subject to school concurrency review. Please have the applicant contact myself or Helen LaValley for more information. – Heather Croney, 10/30/2024.

LAKE COUNTY PUBLIC WORKS

See attached letter.

PUBLIC RESPONSES

Approval

Disapproval

2

No comment

Notice of Appearance filed:

PUBLIC COMMENTS (APPROVAL WITH REQUESTS)

PUBLIC COMMENTS (DISAPPROVAL):

1. "City of Leesburg,

Please do not approve this. It's not conforming to our road. It's bad enough that you're developing anything on Dewey Robbins Road. Now I understand why these builders came to you after being denied through the count. Don't you want to keep a decent name for yourself? What needs to really happen for you guys to NOT move forward with this? Please advise,"

-Russell & Lori Brown, 11/12/2024

2. "Dear:

Our property borders Cronin's property. We oppose the annexation for the following reasons:

1. This property is located within the Yalaha-Lake Apopka Rural Protection Area.
2. The traffic generated from this development would significantly impact Dewey Robbins Road.
3. The density of the townhomes needs to be reduced or single-family homes should be built.
4. Commercial/retail/daycare businesses should be located on Highway 27 to better serve the area.

I am pleading with you to reduce the density, build single family homes, and exclude commercial/retail structures."

-Randy/Joyce Graham 11/7/2024



Department of Public Works, Engineering Division
P.O. Box 7800 • 350 N. Sinclair Ave. • Tavares, FL 32778

October 31, 2024

Max VanAllen
Planner
City of Leesburg
Planning and Zoning Department
204 North 5th Street
Leesburg, Florida 34749
(sent via email)

RE: PROJECT: Cronin Dewey Robbins / Planned Unit Development
CASE NO.: PUD-24-285

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.

Major comments for Dewey Robbins Road

- Turn Lanes are required on Dewey Robbins Road at the development's proposed access.
- Additional right-of-way may be required for Dewey Robbins Road.
- A traffic impact study is recommended to be provided and reviewed prior to the PUD hearing.

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

Lake County Department of Public Works recommended requirements for the Cronin Dewey Robbins PUD impacts to roadways and drainage systems:

Dewey Robbins Road:

- Access off Dewey Robbins Road will need to meet Lake County access management requirements.
- Left and Right Turn Lanes on Dewey Robbins Road at the proposed entrances to this development will be required.
- A sidewalk along Dewey Robbins Road frontage will be required to meet City of Leesburg and Lake County requirements.
- Additional right-of-way for Dewey Robbins Road may be required to meet the minimum requirements for a collector roadway and to accommodate the offsite road improvements while maintaining the road drainage. Further evaluation will be performed with subdivision plans based on impacts due to drainage, sidewalk, turn lanes, shoulders, etc.
- Dewey Robbins Road is defined with a functional road classification of 'collector rural' by the Lake County Comprehensive Plan and adopted Lake-Sumter Metropolitan Planning Organization (LSMPO) Plan.

Traffic:

- A Traffic Impact Study (TIS) will be required of this development for review by the Lake-Sumter MPO and Lake County Public Works Department. The TIA will need to follow the Lake-Sumter MPO Traffic Impact Analysis Methodology and Guideline the methodology will need to be worked out prior to TIS submittal.
- The TIS is highly recommended to be provided for review by Lake-Sumter MPO and Lake County prior to public hearings for the PUD.

Internal connectivity:

- The development is recommended to have internal pedestrian and bicycle connectivity throughout the development and to Dewey Robbins Road.

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 or onto county roads.

RE: PROJECT: Cronin Dewey Robbins/ Planned Unit Development
CASE NO.: PUD-24-285

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 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

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, Chief Planner for Lake County
Dan Miller, Planning Manager for City of Leesburg

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

DATE: November 21, 2024

OWNER: Michael J. Cronin and Kim R. Cronin

PETITIONER: Michael J. Cronin and Kim R. Cronin

PROJECT: Cronin-Dewey Robbins

REQUEST: Amend the Comprehensive Plan from Lake County Rural to City of Leesburg Low Density Residential and Rezone from Lake County A (Agriculture) to City SPUD (Small Planned Unit Development) to allow townhomes and retail commercial.

CASE NO.: (ANNX-24-283); SSCP-24-284; SPUD-24-285

GENERAL LOCATION: North of Dewey Robbins Road, east of US Highway 27.

FUTURE LAND USE DESIGNATION: Lake County Rural

SURROUNDING FUTURE LAND USE DESIGNATION:

North – City of Leesburg Neighborhood Mixed Use
South – City of Leesburg Estate Residential
East – Lake County Rural; City of Leesburg Estate Residential
West – Lake County Rural, Rural Transition

PROPOSED FUTURE LAND USE DESIGNATION: City of Leesburg Low Density Residential

EXISTING ZONING DESIGNATION: Lake County A (Agriculture)

SURROUNDING ZONING DESIGNATIONS:

North – City of Leesburg PUD (Planned Unit Development)
South – City of Leesburg PUD (Planned Unit Development)
East – Lake County A (Agriculture)
West – Lake County A (Agriculture), RP (Residential Professional)

PROPOSED ZONING DESIGNATION: City SPUD (Small Planned Unit Development)

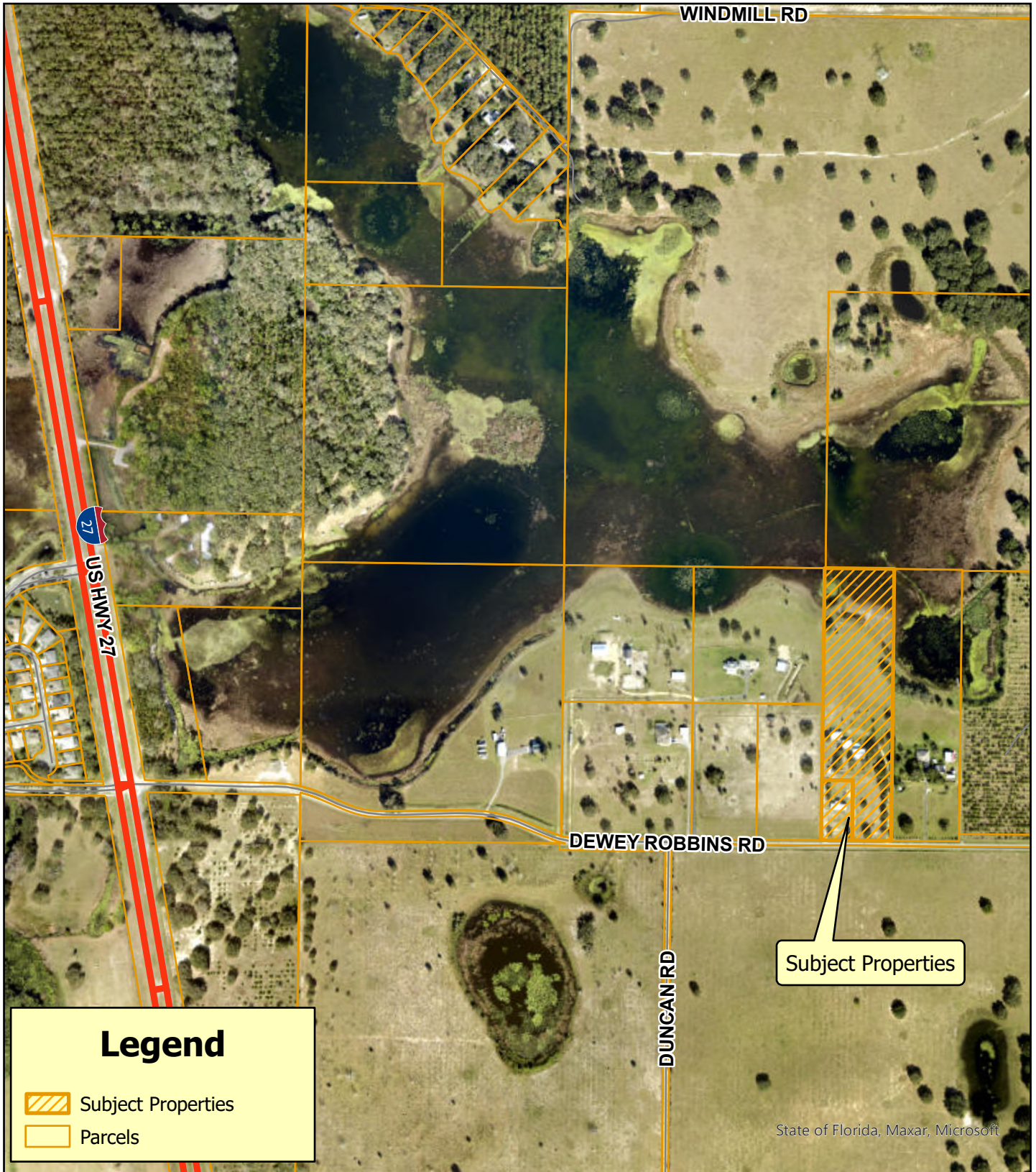
EXISTING LAND USE: Residential, including two (2) manufactured homes, one (1) utility building, one (1) carport.

SURROUNDING LAND USE:

North – Non-Agricultural Acreage
South – Pasture Improved Hay Acreage
East – Residential; Orange Grove
West – Residential; Pasture Improved Hay Acreage

PROPOSED LAND USE: 48 townhomes and 15,000 square feet of retail commercial.

Extended Aerial

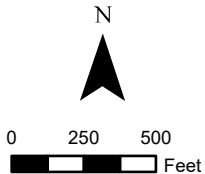


Legend

-  Subject Properties
-  Parcels

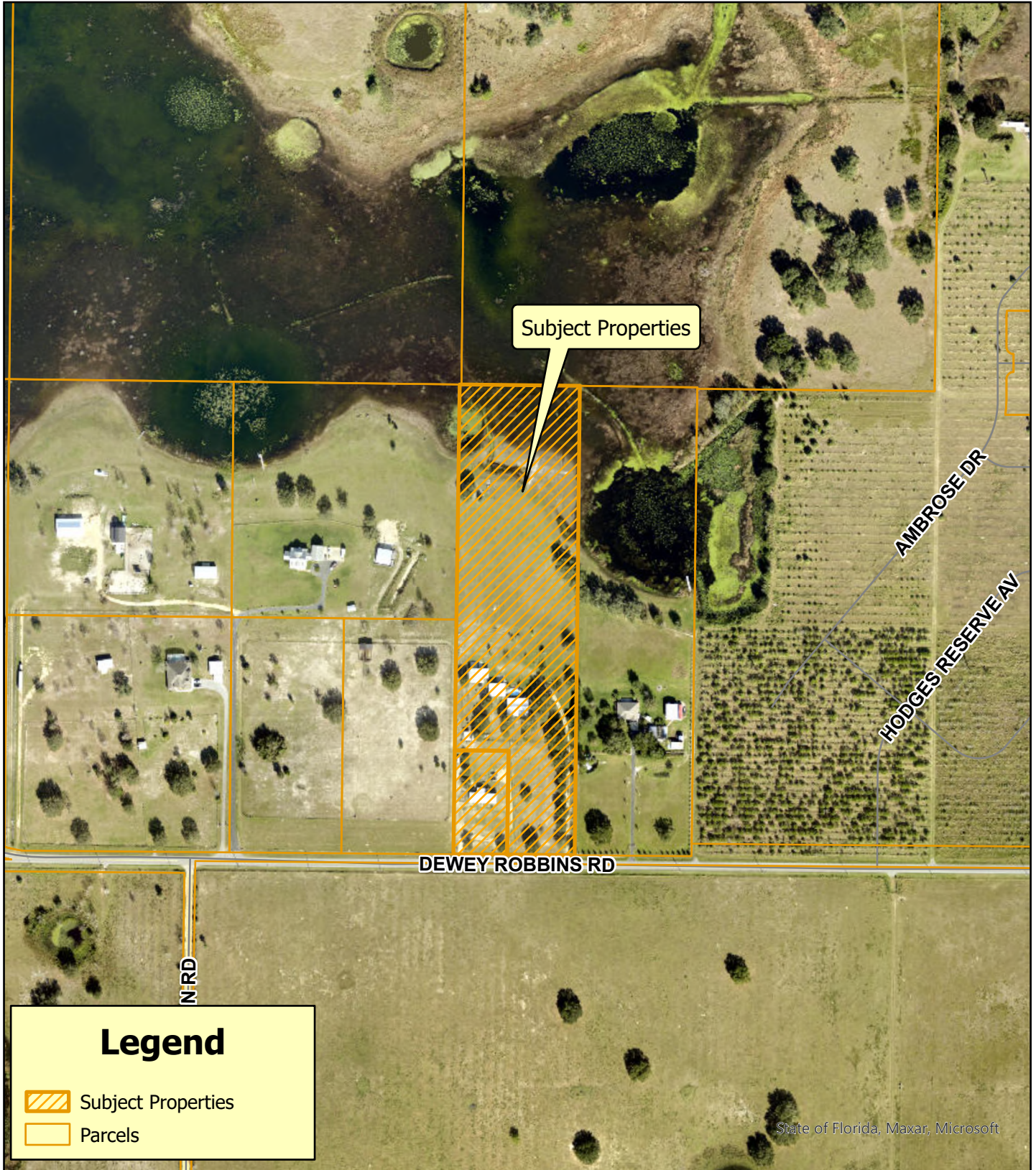


**Planning
& Zoning
Division**

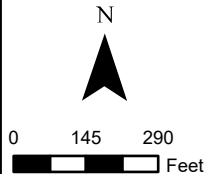


Cronin-Dewey Robbins
Case #s ANNX-24-283; SSCP-24-284; SPUD-24-285
Alternate Key #s: 1030226 & 3881453
Section 31, Township 20 South, Range 25 East
September 9, 2024

Aerial



**Planning
& Zoning
Division**



Cronin-Dewey Robbins
Case #s ANNX-24-283; SSCP-24-284; SPUD-24-285
Alternate Key #s: 1030226 & 3881453
Section 31, Township 20 South, Range 25 East
September 9, 2024



Close up of Sign on Property from Dewey Robbins Road.



Looking north into the property from Dewey Robbins Road.



Looking east along Dewey Robbins Road.



Looking south across Dewey Robbins Road.

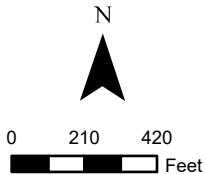


Looking west along Dewey Robbins Road.

City of Leesburg Zoning

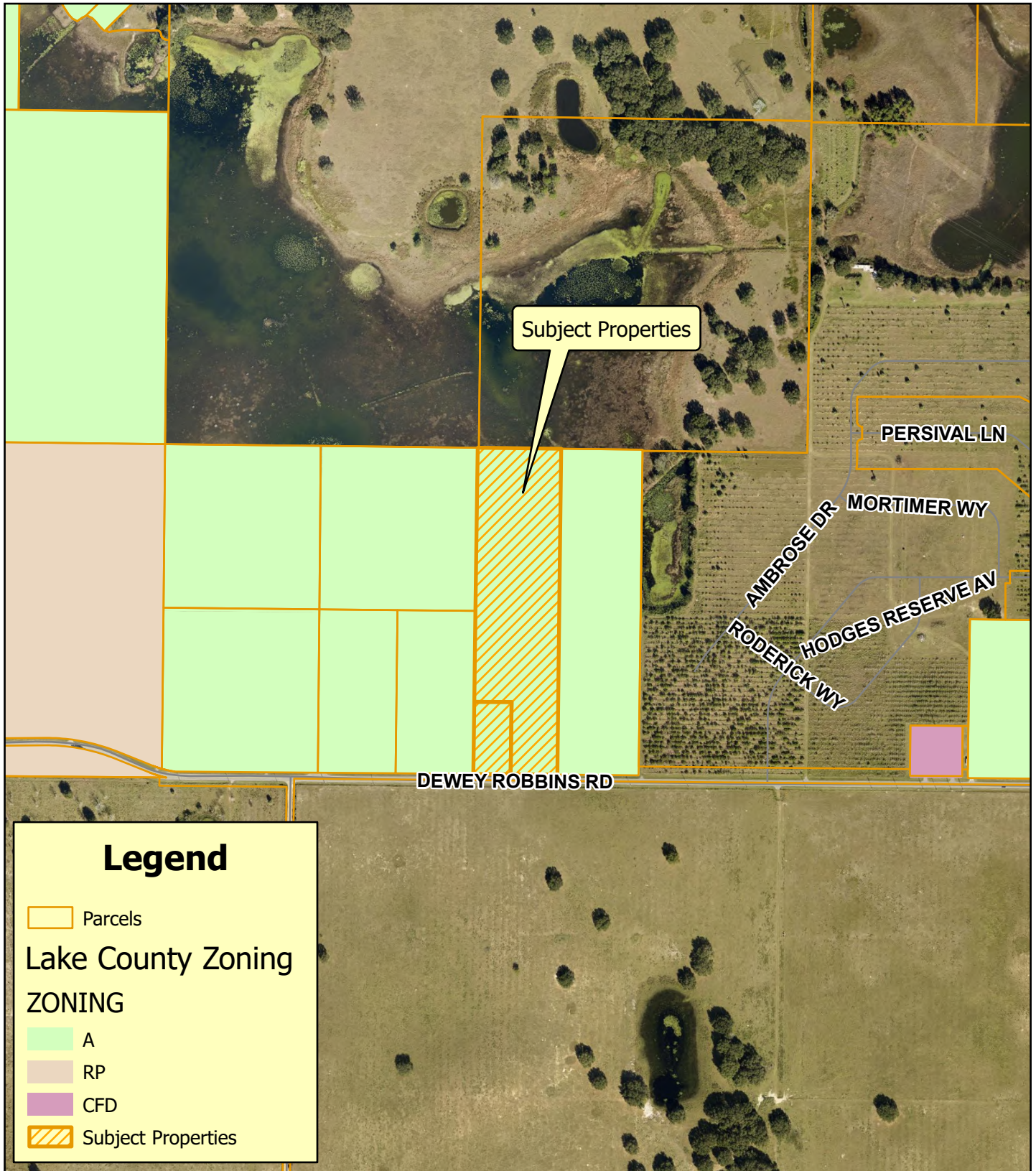


**Planning
& Zoning
Division**

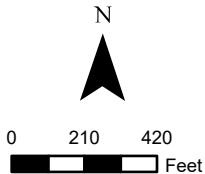


Cronin-Dewey Robbins
Case #s ANNX-24-283; SSCP-24-284; SPUD-24-285
Alternate Key #s: 1030226 & 3881453
Section 31, Township 20 South, Range 25 East
September 13, 2024

Lake County Zoning



**Planning
& Zoning
Division**

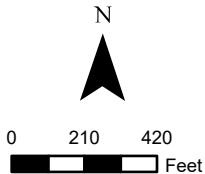


Cronin-Dewey Robbins
Case #s ANNX-24-283; SSCP-24-284; SPUD-24-285
Alternate Key #s: 1030226 & 3881453
Section 31, Township 20 South, Range 25 East
September 13, 2024

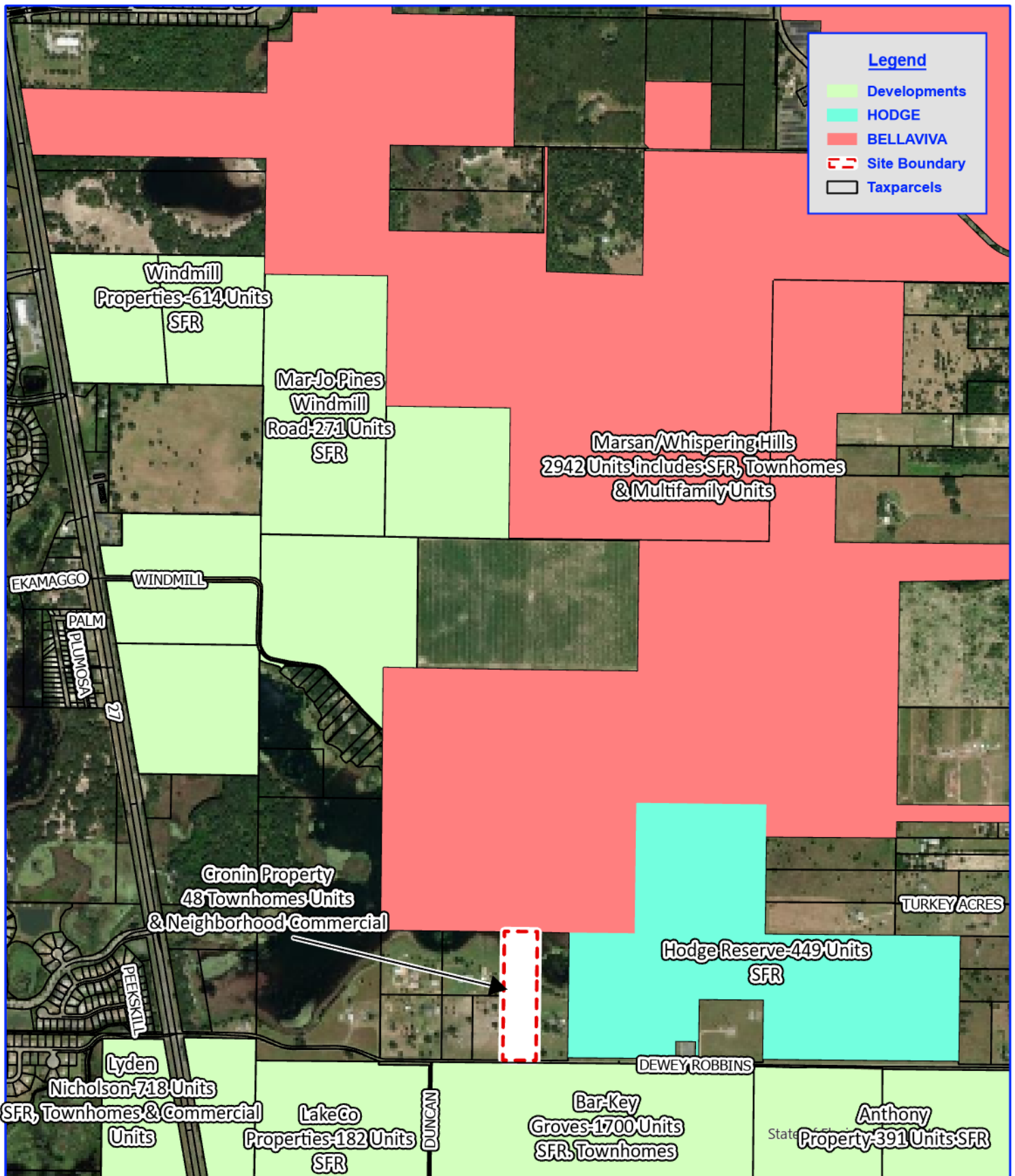
Proposed Zoning



**Planning
& Zoning
Division**



Cronin-Dewey Robbins
Case #s ANNX-24-283; SSCP-24-284; SPUD-24-285
Alternate Key #s: 1030226 & 3881453
Section 31, Township 20 South, Range 25 East
September 13, 2024



330 0 330 650 980 1,300 1,600 Feet
Scale: 1:2,500

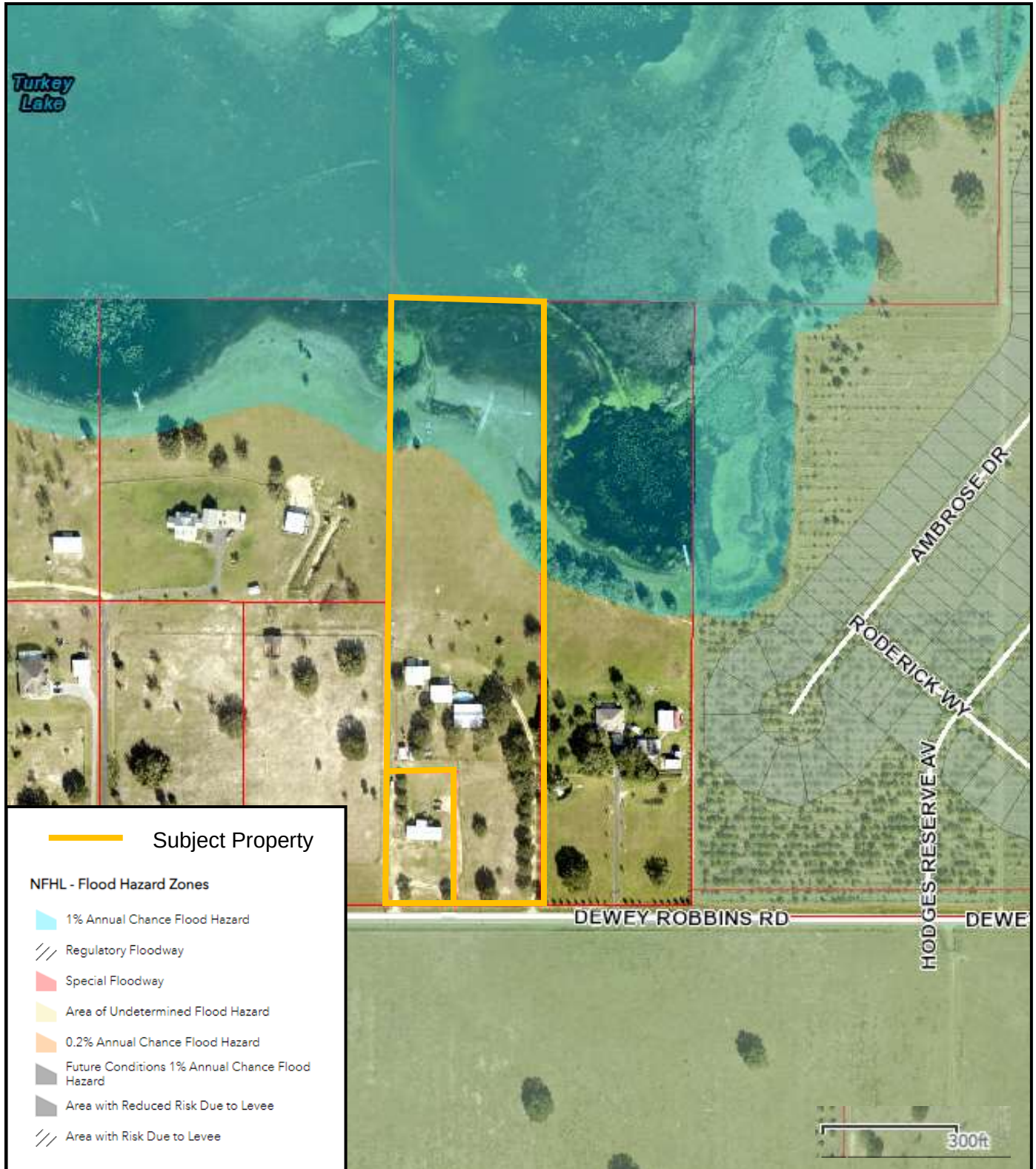
Michael J. Cronin Nearby Development

Lake County, Florida
Leesburg

Project: 2098 -1
File: Cronin
Name: Aerial
PM: H. Urwiller
Date: December 6th, 2024
Created By: T. Kalebaugh



Flood Zone

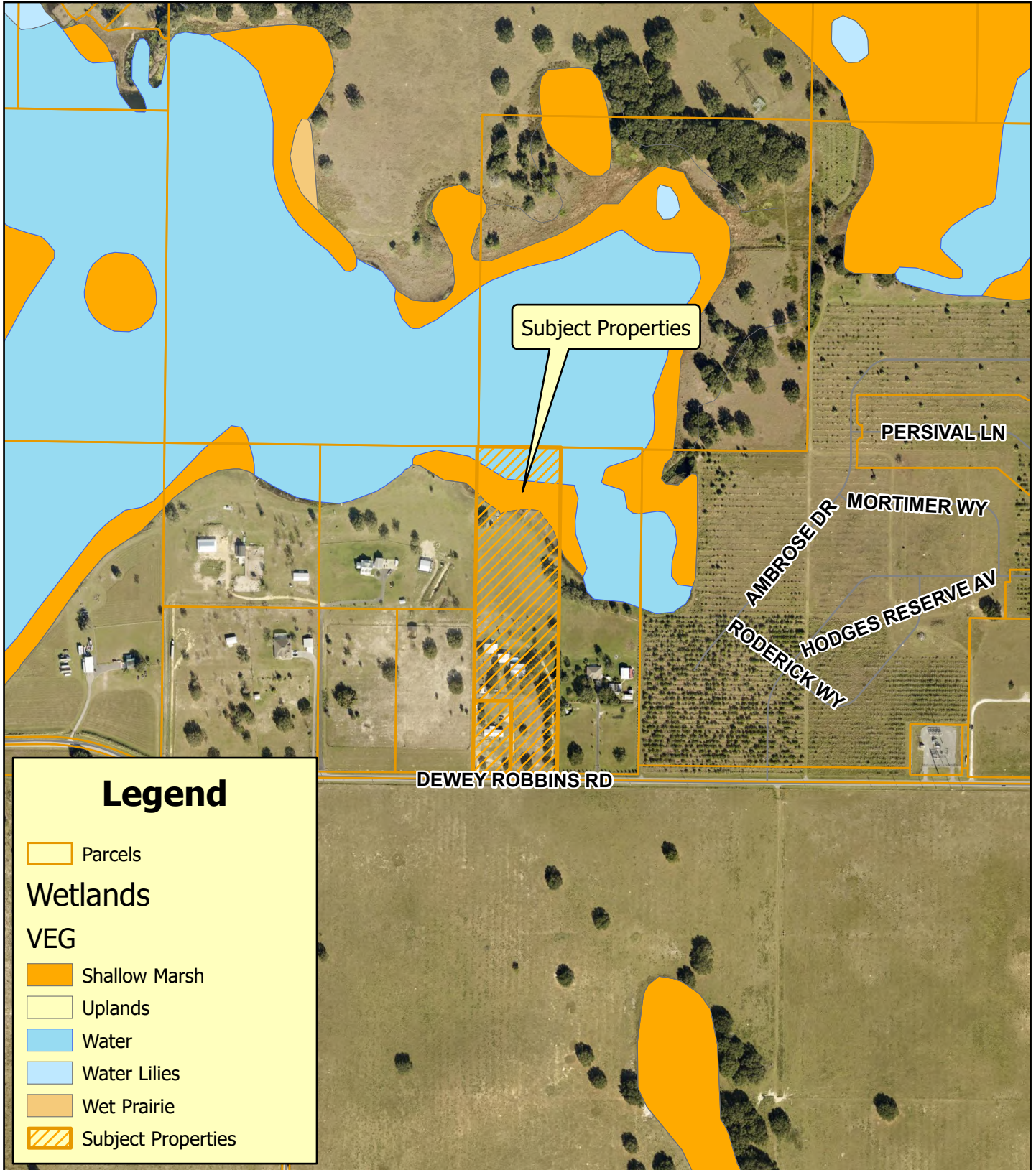


**Planning
& Zoning
Division**

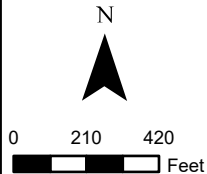


Cronin-Dewey Robbins
Case #s ANNX-24-283; SSCP-24-284; SPUD-24-285
Alternate Key #s: 1030226 & 3881453
Section 31, Township 20 South, Range 25 East
September 16, 2024

Wetlands



**Planning
& Zoning
Division**



Cronin-Dewey Robbins
Case #s ANN-24-283; SSCP-24-284; SPUD-24-285
Alternate Key #s: 1030226 & 3881453
Section 31, Township 20 South, Range 25 East
September 16, 2024

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.C.1.

Meeting Date: December 16, 2024

From: Hosea Goodwyn, Senior Buyer

Subject: Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Construction Services Agreement with Kingdom Construction Services, Inc., for the construction and improvements to Susan Street Sports Complex; and providing an effective date.

Staff Recommendation:

Staff recommends award of Invitation for Bid (IFB) 250101 to Kingdom Construction Services, Inc. and approval of the Resolution authorizing the Construction Services Agreement for an amount of \$10,563,259.42.

Analysis:

The City of Leesburg wishes to renovate the Susan Street Sports Complex. The improvements include the demolition of existing sports fields and the construction of four (4) grass rugby fields, one (1) turf rugby field with stadium seating, one (1) soccer field, a concession and restroom area, a parking lot, network infrastructure upgrades, and an improved entrance off Highway 27.

The planned project enhances the complex to provide high-quality sports facilities to support diverse recreational activities for the community. The continued growth of the current recreation programs has created the need for increased rectangle field space. The additional space will give the recreation department the opportunity to continue to increase participation in local sports programs, promoting health and wellness among residents.

In addition to local programs, this project intends to attract sporting events and tournaments with participants from across the country. The project continues the work to attract sports tourism to the City of Leesburg and will position Leesburg as a competitive destination for sports tourism, benefiting local businesses and the economy.

Procurement Analysis:

On October 22, 2024, the Procurement Division issued Solicitation 250101 for the Susan Street Sports Complex Improvement Project. On December 6, 2024, the division opened and publicly read aloud four (4) submittals for this project and deemed them complete and responsive. The Recreation Department evaluated the bids for conformance to ensure they met the requirements outlined in the solicitation and determined that Kingdom Construction Services, Inc. was the lowest responsible and qualified bidder.

Summary of Bid is provided:

SUMMARY OF BIDS

VENDORS LUMP SUM BID AMOUNT

Kingdom Construction Services, Inc. \$10,563,259.42

Carr & Collier, Inc. \$12,306,470.00

H. A. Contracting Corp. \$13,326,627.00
SEMCO Construction, Inc. \$15,884,061.57

Options:

1. Approve award of IFB 250101 and approval of the resolution authorizing execution of the agreement with Kingdom Construction Services, Inc.; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

The FY 24 (funds will be rolled to the current year) and current Capital Projects budget includes \$5.8M in funding for the Susan Street Project. This funding is made up of American Rescue Plan Act \$2.4M, Lake County -Tourist Devevelopment Council \$996K, Hwy 441/27 CRA \$2M and Recreation Impact Fees \$500K. The shortfall of approximately \$4.6M will be made up using available Hwy 441/27 CRA and Charver Hieghts CRA funds. A budget adjustment will be necessary to add these funds to the current budget. As depicted below:

FUNDING SOURCE	AMOUNT	PERCENT OF PROJECT	AMOUNT	PERCENT OF P
STATE - Legislative Priority	\$375,000	4%	\$375,000	
FEDERAL - American Recovery Program	\$2,400,000	23%	\$3,000,000	
LAKE COUNTY- TDC	\$996,000	9%	\$996,000	
CITY OF LEESBURG - Recreation Impact Fees	\$500,000	5%	\$500,000	
441/27 CRA - FY 25 Budget Allocation	\$2,000,000	19%	\$1,000,000	
441/27 CRA - Additional Allocation Required	\$4,079,000	38%	\$2,039,500	
CH/CRA - Additional Allocation Required	\$250,000	2%	\$125,000	
PROJECT TOTAL - CONSTRUCTIONURCTION	\$10,600,000			
LAKE INCREMENT			\$3,164,500	
TOTAL LEESBURG INVESTMENT			\$3,664,500	
TOTAL LAKE INVESTMENT			\$4,160,500	

Account No.	031-8125-572-6310
Project No.	ARPACT/310081
WF No.	WF1471073/2 & 3
Budget	\$6,615,807
Available	\$5,800,000

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 KINGDOM
CONSTRUCTION SERVICES, INC., FOR THE CONSTRUCTION AND
IMPROVEMENTS TO SUSAN STREET SPORTS COMPLEX; 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 Kingdom Construction Services, Inc. whose address is 1102 N. Main Street, Suite E, Wildwood, Florida 34785, for Construction Services for the Susan Street Sports Complex Improvement project pursuant to Invitation for Bid No. 250101.

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 16th day of December 2024.

Mayor

ATTEST:

City Clerk

Leesburg, FL

Susan Street Sports Complex

August 12, 2024

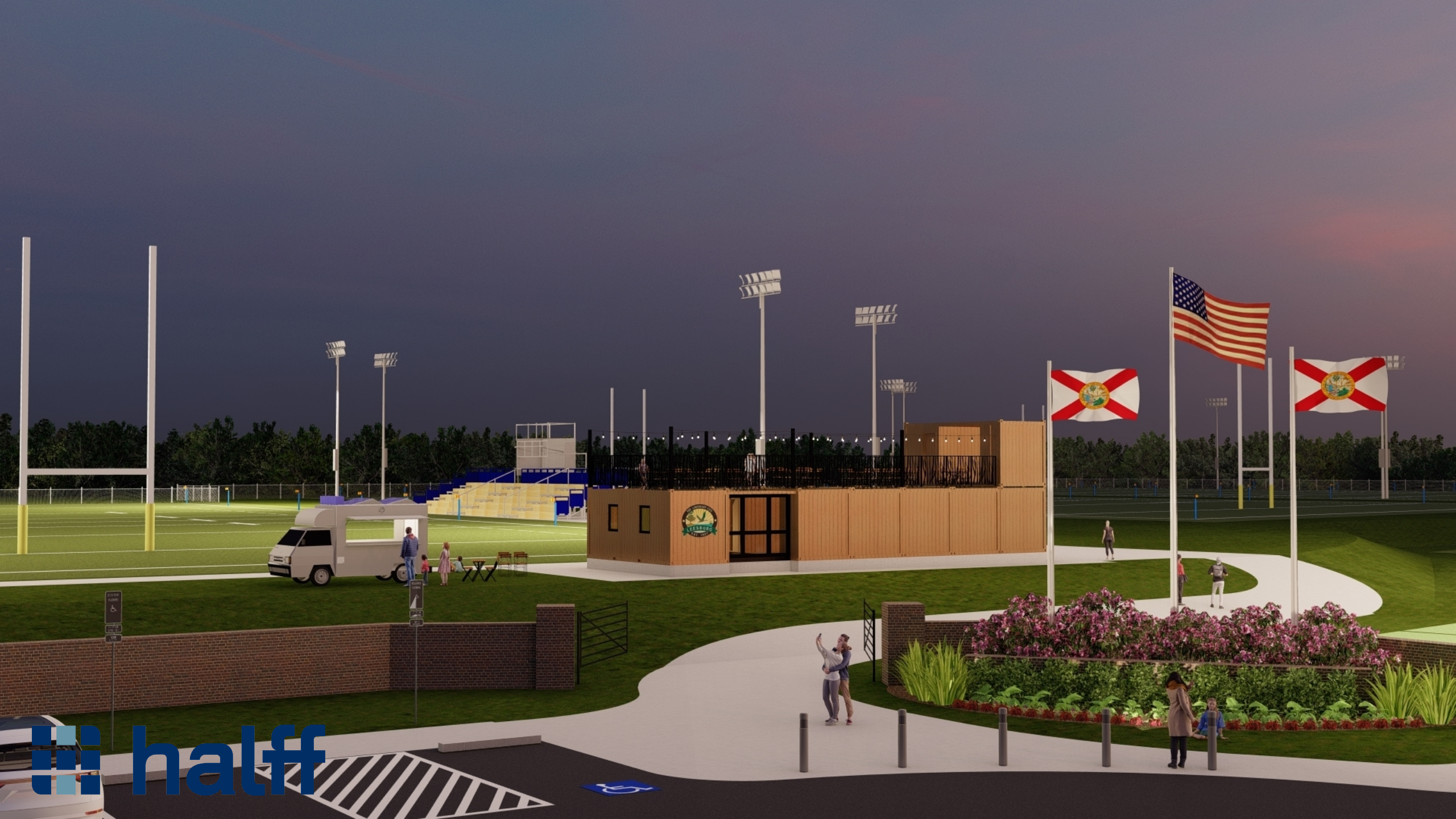












WHERE WE'VE BEEN, WHERE WE ARE, AND WHERE WE'RE GOING

1

Fall/Winter 2023:

Developing a site plan that works for the City, target sports, and highest/best use.

2

Spring/Summer 2024:

Site plan refinement to fit budget and new entry, evaluate additional funding sources, working with the City to develop creative solutions

3

Today:

Submitting to permitting agencies. Half's design is complete, awaiting comments, and develop bid alternates.

4

Fall/Winter 2024:

Funding applications, respond to comments, final permitting, and bidding

|| GET IN TOUCH

Martin Steffen, PLA
813.620.4500
halff.com

CONNECT WITH US. LIKE US. FOLLOW US.



AGREEMENT FOR CONSTRUCTION SERVICES

THIS AGREEMENT is made as of the 16th day of December 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”), and **Kingdom Construction Services, Inc.** whose address is 1102 N. Main Street, Suite E, Wildwood, Florida 34785 (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) 250101- Susan Street Sports Complex Improvement Project (ARPA); and
- c. Drawing/Plans; and
- d. Addendums; and
- e. The CONTRACTOR’s response to IFB 250101 – Exhibit ‘A’; and
- f. Supplemental Conditions – Construction as Exhibit ‘B’

2. **Scope of Services.** The CONTRACTOR shall furnish the following services generally described as the “**Susan Street Sports Complex Improvement Project**” to the CITY as listed in Invitation for Bid 250101. Nothing herein shall limit the CITY’s right to obtain these services from other contractors for the same or similar work.

3. **Total Construction Cost.** The CONTRACTOR shall perform the Services for a total price not to exceed **\$10,563,259.42**. 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 will hold and maintain all required professional licenses required by regulatory agencies to perform the services covered by 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. **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 not later than **TWENTY ONE (21)** continuous calendar days after CITY issues a Notice to Proceed, and will diligently and continuously prosecute the work at such a rate, and with sufficient forces as will allow the CONTRACTOR to achieve Substantial Completion no later than **THREE HUNDRED (300)** continuous calendar days after the CITY issues a Notice to Proceed and Final Completion no later **THIRTY (30)** days after the recorded substantial completion date, 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.

8. **Liquidated Damages.** The CONTRACTOR shall consider all contingent work which has to be done by other parties arising from any cause whatsoever, and shall not plead his need of knowledge of said contingent work as an excuse for delay in his work or for non-performance.

If the work is not completed in full by the deadline specified, then for each day thereafter on which the work has not been completed, CONTRACTOR shall pay to the CITY liquidated damages in the amount of ONE-THOUSAND SIX HUNDRED AND NINE-FOUR DOLLARS **(\$1,694.00)** per calendar day, which CITY is hereby authorized to deduct from the final draw before paying any remaining amount to CONTRACTOR. The value of Liquidated Damage in dollars per calendar day, will be established by the prevailing FDOT Standard Specification for Road and Bridge Construction, Section 8-10. The parties agree that it would be impossible or extremely difficult to compute the actual damages suffered by the CITY due to late completion of the work, that it is therefore appropriate to provide for liquidated damages in this Contract, and that the amount of liquidated damages specified is reasonable and bears a substantial relationship to the probable amount of actual damages the CITY would suffer, and therefore does not constitute a penalty or forfeiture. CONTRACTOR acknowledges that this provision is material to the CITY and that the Owner would not have entered into this Contract but for this provision and that as a result of the Owner's reliance on this provision, the CONTRACTOR shall be stopped to deny or dispute the validity or enforceability of this liquidated damage clause.

Nothing shall be construed as limiting the right of the CITY to declare the Contract forfeited, or to take over the work, or to claim damages for the failure of the CONTRACTOR to abide by each and every one of the terms of the Contract Documents. The completion date shall be construed as being the date on which the work is fully accepted by the CITY.

9. **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. Rating: 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-Authority. The City must receive the Bonds before a Notice to Proceed will be issued.

10. **Termination for Convenience.** The CITY may terminate this Agreement at any time without cause by providing the CONTRACTOR with SEVEN (7) calendar days advance notice in writing, delivery by email is acceptable. In the event of termination for convenience, all finished or unfinished deliverable items prepared by the CONTRACTOR under this Agreement shall, at the option of the CITY, become the CITY's property. If the Agreement is terminated for convenience by the CITY as provided herein, the CONTRACTOR shall be paid for services satisfactorily completed, less payment or compensation previously made. The CONTRACTOR shall not incur any additional expenses after receiving the written termination notice.

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

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

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

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

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

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

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

13. **Insurance Requirements.**

- a. Scope of Insurance - The CONTRACTOR shall procure and maintain at its own expense, the following minimum insurance coverage, unless otherwise specified in the Contract Documents.
 - i. All required insurance shall be provided by insurers acceptable to the CITY with an A.M. Best rating of at least A: VII.
 - ii. The CONTRACTOR shall require, and shall be responsible for assuring that any and all of its subcontractors secure and maintain such insurance

- that are required by law to be provided on behalf of their employees and others until the completion of that 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.

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

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

If, however, this Agreement is a “construction contract” as defined in and encompassed by the provision of Florida Statutes § 725.06, then the following shall apply in place of the aforementioned indemnification provision:

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

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

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

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

19. **Permits, Licenses, and Fees.** CONTRACTOR will obtain and pay for all permits and licenses required by law that are associated with the CONTRACTOR'S performance of the Scope of Services. All permits and licenses required by law or requirements of the Request for Proposal will remain in force for the full duration of this Agreement and any extensions.

20. **Public Records Retention.** CONTRACTOR shall keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the services being provided by CONTRACTOR herein. CONTRACTOR shall provide the public with access to public records on the same terms and conditions that the CITY would provide the

records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes. CONTRACTOR shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law. CONTRACTOR shall meet all requirements for retaining public records and transfer, at no cost, to the CITY all public records in possession of the CONTRACTOR upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the CITY by CONTRACTOR in a format that is compatible with the information technology systems of the CITY.

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

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

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

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

Any goods and/or services purchased as a result of this solicitation and/or Agreement may be tested and/or inspected for compliance with specifications. In the event that any aspect of the goods or services provided is found to be defective or does not conform to the specifications, the CITY reserves the right to terminate the solicitation or initiate corrective action on the part of the

CONTRACTOR, to include return of any non-compliant goods to the CONTRACTOR at the CONTRACTOR's expense, requiring the CONTRACTOR to either provide a direct replacement for the item, or a full credit for the returned item. The CONTRACTOR shall not assess any additional charge(s) for any conforming action taken by the CITY under this clause. The CITY will not be responsible to pay for any product or service that does not conform to the contract specifications.

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

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

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

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

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

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

28. Notices. All notices, certifications or communications required by this Agreement shall be given in writing and shall be deemed delivered when personally served, or

when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by e-mail.

If to CONTRACTOR: Kingdom Construction Services, Inc.
Ian Nichols
1102 N. Main Street, Suite E
Wildwood, FL 34785
352-600-1289
ian@kingdomconstruction.org

If to City of Leesburg: Robert W. Hicks
Purchasing Manager
501 West Meadow Street
Leesburg, Florida 34748
352-728-9880
Robert.Hicks@leesburgflorida.gov

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

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

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

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

33. **Warranty.** The CONTRACTOR agrees that, unless expressly stated otherwise in the bid or proposal, the product and/or service furnished as a result of an award from this solicitation shall be covered by the most favorable commercial warranty the CONTRACTOR

gives to any customer for comparable quantities of products and/or services and the rights and remedies provided herein are in addition to said warranty and do not limit any right afforded to the CITY by any other provision of this solicitation.

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

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

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

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

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

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

Agreement by the CITY.

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

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

[Signature page follows.]

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

KINGDOM CONSTRUCTION SERVICES, INC.

By:  _____

Printed: IAN NICHOLS

Its: PRESIDENT
(Title)

CITY OF LEESBURG, FLORIDA

James A. Burry Jr., Mayor

ATTEST:

J. Andi Purvis, City Clerk

Approved as to form:

William Watson, City Attorney

Exhibit ‘A’

CONTRACTOR’s response to IFB 250101 – Susan Street Sports
Complex Improvement (ARPA) Project

(On File in Purchasing Office)

Exhibit 'B'

SUPPLEMENTAL CONDITIONS – CONSTRUCTION

1. DEFINITIONS

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

- a. **City Project Representative:** There shall be authorized representative(s) of the CITY assigned to make all necessary inspections of the work performed by the CONTRACTOR and for such other purposes as outlined in the Contract Documents.
- b. **City Technical Representative:** There may be a designated Project Representative assigned by the CITY to inspect the technical aspects of the project. To ensure 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 ensure compliance with the terms of the contract. No inspector is authorized to change any provisions of the specifications without written authorization of the CITY, nor shall the presence or absence of an inspector relieve the CONTRACTOR from any requirements of the contract.

If the specifications, the Project Representative's instructions, laws, ordinances or any public authority require any work to be specifically tested or approved, the CONTRACTOR shall give the CITY timely notice of its readiness for inspection, and if the inspection is by another authority than the Project Representative, of the date fixed for such inspection. Inspections by the Project Representative will be promptly made, and where practicable at the source of supply.

If any work should be covered up without approval or consent of the CITY, it shall, if required by the Project Representative, be uncovered for examination at the CONTRACTOR's expense.

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

3. TESTS

The Project Representative will have the right to require all materials to be submitted to test prior to incorporation in the work. In some instances, it may be expedient to make these tests at the source of supply and for this reason it is requested that the CONTRACTOR furnish the source before incorporating material in the work. This does not in any way obligate the Project Representative to perform tests for acceptance of material and does not relieve the CONTRACTOR of his responsibility to furnish satisfactory material. The CONTRACTOR shall furnish two copies of manufacturer's certificate of compliance with these specifications covering manufactured items incorporated in the work.

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

4. TOOLS, PLANT AND EQUIPMENT

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

5. COLLECTION AND DISPOSAL OF WASTE

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

6. BURNING OF DEBRIS

For any areas where the burning of debris is permitted, the CONTRACTOR will be required to request a permit therefore, from the fire authority having jurisdiction in the area in due advance time, and if such permission is granted, he shall rigidly abide by all provisions and requirements of such permit. In no case will burning be permitted until the fire authorities have adequately

checked the size of the pile to be burned, the weather conditions and any other factors which might affect the proper control of the burning operation.

7. TEMPORARY TRAFFIC CONTROL (TTC)

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

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

8. PROTECTION AGAINST POLLUTION

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

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

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

9. TEMPORARY FENCING AND BARRICADES

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

10. WORKMANSHIP, MATERIALS, APPLIANCES, AND EMPLOYEES

All work will be done in a competent and workmanlike manner. All materials, equipment and supplies furnished by the CONTRACTOR for permanent incorporation in the work shall be new and of quality standards specified. Workmanship shall be first class and the finished product equal to the best-accepted standards of the trade for the category of work performed. It is the

CITY's intent to obtain a high-quality job that will operate and function with least maintenance costs. The CONTRACTOR shall, if requested by CITY, furnish satisfactory evidence as to the kind and quality of materials.

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

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

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

11. GENERAL QUALITY AND STANDARDS

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

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

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

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

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

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

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

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

12. PROJECT COORDINATION

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

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

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

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

13. COORDINATION WITH UTILITY COMPANIES

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

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

14. SUPERVISION

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

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

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

15. CONSTRUCTION SUPERINTENDENT

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

16. WAGE RATES/EQUAL EMPLOYMENT OPPORTUNITY

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

17. SUBCONTRACTS

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

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

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

18. PRE-CONSTRUCTION MEETING

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

- a. Submission of list of Subcontractors, Schedule of Values and Progress Schedule.
- b. Designation of Personnel representing the parties in Contract, and the Engineer.
- c. Use of premises by CITY and the CONTRACTOR.
- d. Survey layout and scheduling.
- e. Security and housekeeping procedures.

f. Requirements for start-up of equipment.

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

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

19. ORDER OF COMPLETION

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

20. MATERIALS AND EQUIPMENT SCHEDULES

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

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

21. CONTRACTOR'S REQUESTS FOR INTERPRETATION (RFIs)

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

a. Submission of RFIs: RFIs shall be prepared and submitted on a form provided by the CITY.

i. Forms shall be completely filled in, and if prepared by hand, shall be fully legible after copying by xerographic process.

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

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

22. SUBMITTAL REQUIREMENTS OF CONTRACTOR

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

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

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

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

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

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

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

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

23. CHANGES IN THE WORK

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

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

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

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

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

24. DETAIL DRAWINGS AND INSTRUCTIONS

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

25. OWNERSHIP OF DRAWINGS

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

26. SURVEYS, PERMITS AND REGULATIONS

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

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

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

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

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

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

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

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

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

27. ROYALTIES AND PATENTS

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

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

28. PROTECTION OF WORK AND PROPERTY

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

29. DEDUCTIONS FOR UNCORRECTED WORK

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

30. DELAYS AND EXTENSION OF TIME

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

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

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

31. CORRECTION OF WORK BEFORE FINAL PAYMENTS

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

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

32. THE CITY'S RIGHT TO DO WORK

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

33. SUSPENSION OF WORK

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

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

34. REMOVAL OF EQUIPMENT

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

35. USE OF COMPLETED PORTIONS

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

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

36. PROMPT PAYMENT

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

37. APPLICATION FOR PAYMENT

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

The retained percentage (retainage) amount with respect to the progress payments shall initially be 5% 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 ensure the proper execution of his subsequent work, the CONTRACTOR shall measure work already in place and shall at once report to the Project Representative any discrepancy between the executed work and the drawings.

52. LANDS FOR WORK

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

53. ACCESS TO RECORDS

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

54. EXECUTION, CORRELATION AND INTENT OF DOCUMENTS

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

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

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

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

55. CONTRACTOR'S UNDERSTANDING

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

56. FAMILIARITY WITH LAWS

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

57. SALES TAX

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

58. CLARIFICATIONS AND INTERPRETATIONS OF CONTRACT DOCUMENTS

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

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

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

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

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

59. LIMITATIONS ON ENGINEER'S RESPONSIBILITIES

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

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

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

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

60. SAFETY AND PRECAUTION

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

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

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

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

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

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

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

61. RECORD DOCUMENTS

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

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

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

62. PHYSICAL CONDITIONS-UNDERGROUND FACILITIES

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

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

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

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

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

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

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

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

63. PHYSICAL CONDITIONS

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

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

64. REVIEW OF APPLICATION FOR PROGRESS PAYMENT

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

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

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

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

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

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

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

65. SUBSTANTIAL COMPLETION

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

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

66. INSPECTIONS, CORRECTION, REMOVAL OF DEFECTIVE WORK

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

68. ARBITRATION

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

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

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

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

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

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

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

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

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

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

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

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

[End of Supplemental Conditions.]

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.C.2.

Meeting Date: December 16, 2024

From: Al Minner, (City Manager)

Subject: Community Development Corporation of Leesburg, Inc. Requests

Staff Recommendation:

Staff recommends that the lot donation be rejected as the lot in question is the former location of the Dabney Pool. Staff has no recommendation on the funding request.

Analysis:

Staff has received multiple requests from the Leesburg CDC for lot donations and funding for completion of a commercial kitchen being redeveloped on Pine Street.

First, Commission Berry has requested that modifications be made to the recently adopted Lot Donation Policy. It is anticipated that that discussion will occur during the CRA meeting and the results of that discussion may impact this request.

LOT DONATION - This lot request is the former Dabney Pool site, which is slightly over one acre in size. Because this may be a future location for other city developments such as pickle ball or a skate park, this lot may not be one that the City should remove from its inventory. The lot however, has been researched, advised and vetted pursuant to state law and clear title can be transmitted.

\$50,000 FUNDING REQUEST - The second part of the request from the Leesburg CDC is for funding to be granted in order that a "shared commercial kitchen" be developed on Pine Street. The kitchen will subsidize and facilitate further restaurant business on the Pine Street corridor. Attached for your review is the expense detail and formal request. Should the Commission fund the project, allocation can be made from the Downtown CRA, American Recovery Grant, Special Project Interest Funds, or General Fund Reserve.

Procurement Analysis:

N/A

Options:

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

Fiscal Impact:

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA, APPROVING DONATION OF A SURPLUS LOT LOCATED AT
1111 BEECHER STREET, LEESBURG, FLORIDA, TO THE COMMUNITY
DEVELOPMENT CORPORATION OF LEESBURG, INC; AUTHORIZING THE
MAYOR AND CITY CLERK TO EXECUTE A SPECIAL WARRANTY DEED
CONVEYING THE LOT; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the City of Leesburg, Florida is the owner of certain parcels of real property which have been designated as surplus lots for disposal in accordance with the City's Surplus Lot Donation Criteria, Policies, and Procedures, Resolution 11,372 (the "Program");

WHEREAS, the parcel located at 1111 Beecher Street, Leesburg, Florida and identified as Parcel Identification Number 22-19-24-0002-000-07900 (the "Property") is among the surplus lots identified for disposal;

WHEREAS, pursuant to Section 163.380(3)(a), Florida Statutes, public notice of the intention to dispose of the Property has been given by newspaper publication and applications and proposals were invited for a period of thirty (30) days;

WHEREAS, the Community Development Corporation of Leesburg, Inc. ("CDC") submitted an application and proposal requesting donation of the Property; and

WHEREAS, the City Commission has reviewed and considered the application and proposal of the CDC, found the same to be consistent with the Program, and approves conveyance to the CDC.

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

THAT conveyance of the Property to the CDC is approved and the Mayor and City Clerk are authorized to execute a special warranty deed conveying the Property to the CDC together with any such incidental related documents necessary to ensure transfer of the Property to the CDC.

THAT the conveyance shall be made subject to the terms, conditions, criteria, policies, and procedures of the Program, as amended from time to time, and subject to retention of a utility easement benefiting the City.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular

meeting held on the 16th day of December 2024.

ATTEST:

Mayor

City Clerk



COMMUNITY DEVELOPMENT CORPORATION of LEESBURG

Keeping Our Promise to Help You Succeed

November 19th 2024

Honorable Mayor and City Commissioners
City of Leesburg, FL
501 W Meadow Street
Leesburg, FL 34748

RE: Disposition of City-owned Lots for Affordable Housing Development

Dear Honorable Mayor and City Commissioners:

The purpose of this letter is to request formal consideration for the donation of five (5) City-owned lots in the Carver Heights community. The specific lots are as follows:

- 1) AK# 1174571
- 3) AK# 1267447
- 4) AK# ~~1232678~~ 1267455

CONF. w/ JC
12/4/24 VIA TEXT

As you may be aware, there is great momentum occurring in Carver Heights which is consistent not only with the Carver Heights/Montclair Redevelopment Plan, but also the City's #1 goal to eliminate blight and stimulate growth by investing in neighborhood redevelopment, while pursuing new economic opportunities.

In accordance with Florida Statutes 166.0451, municipal properties identified as appropriate for use as affordable housing on the inventory list may be: 1) offered for sale and the proceeds used to purchase additional land for the development of affordable housing; 2) sold with a restriction that requires the development of the property as permanent affordable housing, or 3) donated to a nonprofit housing organization for the construction of permanent affordable housing. The Community Development Corporation of Leesburg, Inc. is recognized as a nonprofit affordable housing organization; therefore, this request is consistent with Florida Statutes on the disposition of these requested lots.

In addition, the City of Leesburg holds a commitment to support the Community Development Corporation of Leesburg, Florida, in pursuing affordable housing opportunities, and the donation of these lots reflects consistency with that commitment.

Studies have shown and experience illustrates that any community involved in creating housing and homeownership programs, in neighborhoods struggling to maintain or restore their viability, knows that the ripple effects extend far beyond

Rev. John Christian
Chairman

Carolyn Samuel
Vice Chairman

Bettye Coney
Secretary

Frazier Marshall
Treasurer

Pastor
Constance Christian

Randy Hepburn

Dr. Erika Jasper

Martines McDuffie

Wanakee Miller

Shayla Mobley

Rev. Dr. Tony Person

Daniel Richardson

Sonja Sanders

the initial construction or rehabilitation of housing. Affordable housing and homeownership initiatives can stabilize a neighborhood, increase real estate values, stimulate local business development, and reduce crime. These are all value propositions that the CDC of Leesburg is striving to further carry out in the Carver Heights Redevelopment area.

The CDC of Leesburg appreciates the support of the city commission in continuing these efforts to make Leesburg a place for all to have an opportunity to realize the American Dream of homeownership.

Sincerely

John H. Christian II

Rev. John H. Christian II
Chairman of Board
CDC of Leesburg Inc.



314 S. CANAL STREET | LEESBURG, FL 34748



Prepared by and return to:
William Grant Watson, Esq.
Stone & Gerken, P.A.
4850 N. Highway 19A
Mount Dora, FL 32757
352-357-0330

Parcel ID Number: 22-19-24-0002-000-07900 _____
[Space Above This Line For Recording Data]

Special Warranty Deed

This Special Warranty Deed made this ____ day of _____, 2024 between **The City of Leesburg, Florida, a Florida municipal corporation**, whose post office address is Post Office Box 490630, Leesburg, Florida 34749 (“Grantor”), and **Community Development Corporation of Leesburg, Inc.**, a Florida not for profit corporation, whose post office address is 314 S. Canal Street, Leesburg, Florida 34748 (“Grantee”):

(Whenever used herein the terms Grantor and Grantee include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said Grantor, for and in consideration of the sum TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said Grantee, and Grantee's heirs and assigns forever, the following described land, situate, lying and being in **Lake County, Florida**, to-wit:

The South 210 feet of the East 210 feet of the NE 1/4 of NW 1/4, Section 22, Township 19 South, Range 24 East.

Subject to the terms, conditions, criteria, policies, and procedures of the Leesburg Surplus Lot Donation Program as approved and established by City of Leesburg Resolution 11,372, as amended from time to time, and subject to a utility easement hereby reserved and retained by Grantor on, upon, through, over, under, and across the above-described property. Subject also to taxes and other easements, restrictions, and reservations of record, if any.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land; that the Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under Grantor, but against none other.

In Witness Whereof, Grantor has hereunto set Grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

THE CITY OF LEESBURG, FLORIDA, a
Florida municipal corporation,

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

Witness Name: _____
Postal Address: _____

Attest: _____
J. Andi Purvis, City Clerk

Witness Name: _____
Postal Address: _____

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 James A. Burry, Jr., as Mayor of the City of Leesburg, Florida, a Florida municipal corporation, who [] is personally known or [] has produced a driver's license as identification.

[Notary Seal]

Notary Public

Printed Name: _____

My Commission Expires: _____

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA APPROVING THE COMMUNITY DEVELOPMENT
CORPORATION OF LEESBURG, INC., FUNDING REQUEST OF \$50,000 FOR
THE PINE STREET RESTAURANT REDEVELOPMENT; AND PROVIDING
AN EFFECTIVE DATE.**

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

THAT the City Commission hereby grants the Community Development Corporation of Leesburg, Inc., funding request, whose address is 314 S Canal Street, Leesburg, Florida 34748, for \$50,000 for the Pine Street Restaurant Redevelopment.

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 16th day of December 2024.

Mayor

ATTEST:

City Clerk



Rev. John Christian
Chairman

Carolyn Samuel
Vice Chairman

Bettye Coney
Secretary

Frazier Marshall
Treasurer

Pastor
Constance Christian

Randy Hepburn

Dr. Erika Jasper

Martines McDuffie

Wanakee Miller

Shayla Mobley

Rev. Dr. Tony Person

Daniel Richardson

Sonja Sanders

COMMUNITY DEVELOPMENT CORPORATION of LEESBURG

Keeping Our Promise to Help You Succeed

December 4th 2024

Honorable Mayor and City Commissioners
City of Leesburg, FL
501 W Meadow Street
Leesburg, FL 34748

RE: Pine Street Café

Pine Street Café located at 327 Pine Street Leesburg, Florida 34748, has been renovated with new exterior and interior paint, new signage, tables and chairs and to complete restaurant and have it ready for business, a new kitchen is needed. We have worked with Mr. Bill Mathis to come up with a versatile concept that will assist in attracting a professional restaurant entrepreneur or allowing CDC to operate the restaurant as an addition to the legacy of Pine Street and an extension of the Pine Street Lounge.

The Café will compliment Cotton's Kitchen, 3 Generations Bar B Que and provide to support to the City of Leesburg's Aquatic Center and local businesses. We humbly ask our City to once again partner with your CDC and expand opportunities on Pine Street and strengthen the Central Business District of Leesburg.

I am attaching a quote from Mathias Food Service this includes layout and cost for equipment, not construction. CDC will be responsible for construction cost and cost differences.

Sincerely

John H. Christian II

Rev. John H. Christian II
Chairman of Board, CDC of Leesburg Inc.



Quotation

07/30/2023

To:
Leesburg Community Development
John Christian
204 N 5th Street
Leesburg, FL 34748

Project:
Pine Street Cafe

From:
Mathias Foodservice Equipment
Co.
Bill Mathias
1608 West State Road 44
PO Box 491658, Leesburg, FL,
34749-1658
Leesburg, FL 34748-8705
(352)326-3434
(352)326-3434 28 (Contact)

Project Code: PIO52820

Job Reference Number: 873

Item	Qty	Description	Sell	Sell Total
1	1 ea	EXHAUST HOOD Custom Model No. CUSTOM EXHAUST VENTILATION - EXISTING		<Existing>
1-A	1	FIRE SUPPRESSION SYSTEM Ansul Fire Protection Model No. R-102-SINGLE Fire Suppression System		<By G/C>
2	1 ea	RANGE, 36" 6 OPEN BURNERS Atosa USA, Inc. Model No. AGR-6B-NG CookRite Range, natural gas, 36"W x 31"D x 57-3/8"H, (6) 32,000 BTU open burners, removable cast iron top grates, (1) 26-1/2"W oven, (2) adjustable chrome oven racks, pilot light, drip tray, stainless steel front, back sides, kick plate, back guard & over shelf, (4) casters, 219,000 total BTU's, cETLus, ETL-Sanitation	\$1,413.00	\$1,413.00
	1 ea	Extended warranty to a 5 year parts & labor warranty (continental USA only) (NET)	\$236.00	\$236.00
	1 ea	WA300001 Gas Flex Hose, 3/4" x 4 ft. with quick disconnect with (2) elbows, includes: restraining device & gas valve Weight: 568 lbs total	\$227.00	\$227.00
ITEM TOTAL:				\$1,876.00
3	1 ea	EQUIPMENT STAND, REFRIGERATED BASE	\$1,887.00	\$1,887.00

Item	Qty	Description	Sell	Sell Total
		Atosa USA, Inc. Model No. MGF8452GR Atosa Chef Base with Extended Top, one-section, 60-1/2"W x 33"D x 26-3/5"H, side-mounted self-contained refrigeration, 8.4 cu. ft., (2) self-closing drawers with recessed handles, digital temperature control, 34° to 40°F temperature range, includes (6) 12 x 20 stainless steel pans, stainless steel interior & exterior, 5" casters, R290 Hydrocarbon refrigerant, 1/7 HP, 2.3 amps, 115v/60/1-ph, cord, NEMA 5-15P, cETLus, ETL-Sanitation		
	1 ea	Extended warranty to a 5 year parts & labor warranty with 5 year compressor part warranty (continental USA only) (NET)	\$293.00	\$293.00
	1 ea	1/6 size, 4" deep metal pans and dividers included (see specsheet for exact pans included per model) Weight: 282 lbs total		
		ITEM TOTAL:		\$2,180.00
4	1 ea	CHARBROILER, GAS, COUNTERTOP Atosa USA, Inc. Model No. ATCB-24 CookRite Charbroiler, Natural gas, countertop, 24"W x 27-3/5"D x 15-1/5"H (23.9"W 20.2"D cooking area), (2) stainless steel burners, standby pilots, stainless steel radiant plates, cast iron grill grates & lava rock grates, independent manual controls, adjustable multi-level top grates, stainless steel structure, adjustable stainless steel legs, 70,000 BTU, cETLus, ETL-Sanitation (ships with LP conversion kit)	\$699.00	\$699.00
	1 ea	Extended warranty to a 5 year parts & labor warranty (continental USA only) (NET)	\$196.00	\$196.00
	1 ea	Natural gas (ships with LP conversion kit)		
	1 ea	WA300001 Gas Flex Hose, 3/4" x 4 ft. with quick disconnect with (2) elbows, includes: restraining device & gas valve Weight: 168.2 lbs total	\$227.00	\$227.00
		ITEM TOTAL:		\$1,122.00
5	1 ea	GRIDDLE, GAS, COUNTERTOP Atosa USA, Inc. Model No. ATTG-36 CookRite Heavy Duty Griddle, gas, countertop, 36"W x 28-3/5"D x 15-1/5"H, (35-7/10"W x 19-9/10"D cooking area), 1" thick griddle plate, (3) stainless steel burners, standby pilots, thermostatic controls, stainless steel structure, adjustable stainless steel legs, 75,000 total BTU's, cETLus, ETL-Sanitation	\$1,605.00	\$1,605.00
	1 ea	Extended warranty to a 5 year parts & labor warranty (continental USA only) (NET)	\$196.00	\$196.00
	1 ea	Natural gas		
	1 ea	WA300001 Gas Flex Hose, 3/4" x 4 ft. with quick disconnect with (2) elbows, includes: restraining device & gas valve	\$227.00	\$227.00
		ITEM TOTAL:		\$2,028.00
6	1 ea	GAS FLOOR FRYER	\$809.00	\$809.00

Item	Qty	Description	Sell	Sell Total
		Atosa USA, Inc. Model No. ATFS-40-NG CookRite Fryer, natural gas, floor model, 15-3/5"W x 30-1/10"D x 44-2/5"H, 40 lb. capacity, (3) burners, milivolt control, 200°F- 400°F temperature range, , (2) nickel plated baskets with coated handles, basket hanger, oil cooling zone seated in the bottom of the tank, stainless steel structure, (4) casters, cETLus, ETL-Sanitation		
	1 ea	Extended warranty to a 5 year parts & labor warranty (continental USA only) (NET)	\$196.00	\$196.00
	1 ea	Natural gas, 102,000 total BTU's		
	1 ea	WA300001 Gas Flex Hose, 3/4" x 4 ft. with quick disconnect with (2) elbows, includes: restraining device & gas valve Weight: 159.6 lbs total	\$227.00	\$227.00
ITEM TOTAL:				\$1,232.00
7	1 ea	HAND SINK Atosa USA, Inc. Model No. MRS-HS-14(W) MixRite Hand Sink, 14"W, wall mount, 10"W x 12" front-to-back x 5" deep bowl, 18/300 series stainless steel, 6"H backsplash with 2" return, 1-1/2" dia. drain, includes: gooseneck faucet with wrist blade handles, strainer, Z-clip mounting bracket, NSF Weight: 12 lbs total	\$101.00	\$101.00
ITEM TOTAL:				\$101.00
8	1 ea	TRASH RECEPTACLE, INDOOR Rubbermaid Commercial Products Model No. FG354060GRAY Packed 4 ea Slim Jim® Container, 23 gallon, 22"W x 11"D x 30"H, with venting channels, molded-in handles, general purpose waste, open type without lid, high-impact plastic construction, gray, Made in USA Weight: 8.24 lbs total	\$70.00	\$70.00
ITEM TOTAL:				\$70.00
9	1 ea	REFRIGERATION,WORKTOP True Mfg. - General Foodservice Model No. TBB-24GAL-72-S-HC Back Bar Cooler, three-section, 71-7/8"W, (84) 6-packs or (3) 1/2 keg capacity, (4) wire shelves, condensing unit on left, galvanized sub top, (3) full doors with locks, LED interior lights, galvanized interior with stainless steel floor, stainless steel front & sides, aluminum back, R290 Hydrocarbon refrigerant, 1/4 HP, 115v/60/1-ph, 2.7 amps, NEMA 5-15P, cULus, UL EPH Classified, Made in USA 1 ea Self-contained refrigeration standard 1 st Plate Castors, 2-1/2" (set of 4) Weight: 405 lbs total	\$6,892.00	\$6,892.00
ITEM TOTAL:				\$7,492.00
11	1 ea	CHEST FREEZER	\$841.00	\$841.00

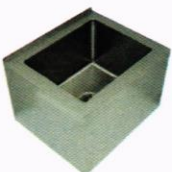
Item	Qty	Description	Sell	Sell Total
		Atosa USA, Inc. Model No. MMF9110 Atosa Chest Freezer, 40-3/4"W x 26-3/4"D x 33-3/8"H, side-mounted self-contained refrigeration, 9.6 cu. ft., locking curved top sliding glass lid, LED interior lighting, temperature range -10° to -1°F, (3) white epoxy coated basket, white coated interior & exterior, defrost drain, 2" casters, R290 refrigerant, 115v/60/1-ph, 1.6 amps, cord with NEMA 5-15P, cETLus, ETL-Sanitation		
	1 ea	Extended warranty to a 5 year parts & labor warranty with 5 year compressor part warranty (continental USA only) (NET)	\$259.00	\$259.00
	1 ea	Contact factory for available options and accessories		
		Weight: 132 lbs total		
ITEM TOTAL:				\$1,100.00
12	1 ea	SHELF, MICROWAVE Advance Tabco Model No. MS-18-24 Microwave Shelf, wall-mounted, 24"W x 18"D, stainless steel, NSF	\$381.00	\$381.00
		Weight: 15 lbs total		
ITEM TOTAL:				\$381.00
13	1 ea	MICROWAVE OVEN ACP Model No. RCS10DSE Amana® Commercial Microwave Oven, 1.2 cu. ft. capacity, 1000 watts, medium volume, 10-min. dial timer, (4) power levels, non-removable air filter, side hinged door with tempered glass, accommodates 14" plate, stainless steel exterior & interior, 120v/60/1-ph, 13.0 amps, 15 MCA, 1550 watts (total), NEMA 5-15P, cETLus, ETL-Sanitation	\$598.00	\$598.00
		Weight: 48 lbs total		
ITEM TOTAL:				\$598.00
14	1 ea	HAND SINK Atosa USA, Inc. Model No. MRS-HS-14(W) MixRite Hand Sink, 14"W, wall mount, 10"W x 12" front-to-back x 5" deep bowl, 18/300 series stainless steel, 6"H backsplash with 2" return, 1-1/2" dia. drain, includes: gooseneck faucet with wrist blade handles, strainer, Z-clip mounting bracket, NSF	\$101.00	\$101.00
		Weight: 12 lbs total		
ITEM TOTAL:				\$101.00
15	1 ea	TRASH RECEPTACLE, INDOOR Rubbermaid Commercial Products Model No. FG354060GRAY Packed 4 ea Slim Jim® Container, 23 gallon, 22"W x 11"D x 30"H, with venting channels, molded-in handles, general purpose waste, open type without lid, high-impact plastic construction, gray, Made in USA		<By Owner>
				

Item	Qty	Description	Sell	Sell Total
Weight: 8.24 lbs total				
16	1 ea	SINK, NSF, 3 COMP, 16 GAUGE Advance Tabco Model No. FC-3-1620 Fabricated Sink, 3-compartment, no drainboard, bowl size 16" x 20" x 14" deep, 16 gauge 304 stainless steel, tile edge splash, rolled edge, 8" OC faucet holes, stainless steel legs with adjustable side cross-bracing, 1" adjustable stainless steel bullet feet, overall 26" F/B x 53" L/R, NSF	\$1,654.00	\$1,654.00
	1 ea	12" spout		
	1 ea	K-1 Faucet, splash mounted, 8" OC, 12" spout	\$173.00	\$173.00
	3 ea	K-5 Drain, twist operated, 2" NPT & 1-1/2" IPS outlet connections	\$108.00	\$324.00
	3 ea	K-4 Support Bracket, for lever waste drain handle, (1) support required for each lever drain	\$49.00	\$147.00
Weight: 138 lbs total				
ITEM TOTAL:				\$2,298.00
16-A	1 ea	DRAINBOARD, DETACHABLE Advance Tabco Model No. N-5-18 Drainboard, 21" x 18", square corner sinks only, 18 gauge 430 stainless steel construction	\$301.00	\$301.00
Weight: 11 lbs total				
ITEM TOTAL:				\$301.00
16-B	1 ea	DRAINBOARD, DETACHABLE Advance Tabco Model No. N-5-24 Drainboard, 21" x 24", square corner sinks only, 18 gauge 430 stainless steel construction	\$348.00	\$348.00
Weight: 12 lbs total				
ITEM TOTAL:				\$348.00
17	1 ea	SHELF, WALL-MOUNTED W/POT RACK Advance Tabco Model No. PS-12-96 Shelf with Pot Rack, wall-mounted, 96"W x 12"D, 18/430 stainless steel shelf, 2" x 1/4" stainless steel pot rack, includes: (9) plated double pot hooks (units 96" & longer have (3) support brackets), NSF	\$683.00	\$683.00
Weight: 70 lbs total				
ITEM TOTAL:				\$683.00
18	1	CASH REGISTER / POS SYSTEM Custom Model No. VENDOR Cash Register / Pos System		<By Owner>
19	1 ea	REFRIGERATOR, REACH-IN	\$4,125.00	\$4,125.00

Item	Qty	Description	Sell	Sell Total
		True Mfg. - General Foodservice Model No. T-19-HC Refrigerator, reach-in, one-section, (1) solid door, (3) adjustable PVC coated shelves, interior lighting, stainless steel door, stainless steel front, aluminum sides, aluminum interior with stainless steel floor, 2-1/2" castors, R290 Hydrocarbon refrigerant, 1/10 HP, 115v/60/1-ph, 1.5 amps, NEMA 5-15P, cULus, UL EPH Classified, Made in USA		
	1 ea	NOTE: Commonly stocked model in right & left hinge; verify availability with factory		
	1 ea	Self-contained refrigeration standard		
	1 ea	Left door hinging		
	1 ea	2.5" castor kit (set of 4), standard		
		Weight: 245 lbs total		
			ITEM TOTAL:	\$4,125.00
20	1 ea	SODA ICE & BEVERAGE DISPENSER, IN-COUNTER		<By Vendor>
		Multiplex Model No. 2705189 DI2323 Beverage Dispenser, drop-in, ambient unit, with cold plate, (8) Flomatic® 464GP sanitary lever valves, 80 lbs. ice capacity, lighted dual-view™ merchandiser with "Quench Your Thirst" graphic, key switch, includes drain kit, 120v/60/1-ph, 2.8 amps, cUL, UL, NSF		
	1 ea	43-6002 McCann's 43 Series Carbonator, (1) soda outlet, 32oz stainless steel tank, 100 gph rotary-vane brass water pump with internal strainer & pressure relief valve, two-piece probe design, fully-encapsulated electronics package, ASSE 1022-backflow device, injection molded base, rubber feet, 1725 RPM, 1/3 HP, 115/60/1-ph, 6.5 amps, NSF, UL		<By Vendor>
	1 ea	16-1321 Stand, unassembled, includes: 6" leg set, stainless steel (for model DI-2323), NSF		<By Vendor>
		Weight: 295 lbs total		
21	1 ea	TABLE, ENCLOSED BASE, HINGE DOORS	\$3,432.00	\$3,432.00
		Advance Tabco Model No. HF-SS-245 Work Table, 60"W x 24"D, cabinet base with hinged doors, 14 gauge 304 stainless steel top with 1-1/2"H rear up-turn, stainless steel legs with adjustable hex feet, NSF		
	1 ea	TA-40 Remove undershelf in cabinet base for slide in buyout		
		Weight: 230 lbs total		
			ITEM TOTAL:	\$3,432.00
22	1 ea	ICED TEA BREWER		<By Vendor>
		BUNN Model No. 36700.0009 36700.0009 TB3 Iced Tea Brewer, 3-gallon capacity single brewer, 16.3 gallon/hour, SplashGard® funnel, adjustable steep time, (dispensers sold separately), 120v/60/1-ph, 1730w, 14.4amps, NEMA 5-15P, cord attached, UL, NSF		
	1 ea	34100.0002 34100.0002 TDO-4 Iced Tea/Coffee Dispenser, cylinder		<By Vendor>

Item	Qty	Description	Sell	Sell Total
		style, 4 gallon capacity (15.1 litres), sump dispense valve, oval shape brew-through plastic lid, faucet handles are labeled sweetened & unsweetened, side handles, NSF Weight: 49.6 lbs total		
23	1 ea	COFFEE BREWER BUNN Model No. 12950.0211 12950.0211 CWTF15-2 Coffee Brewer, automatic, with 1 lower and 1 upper warmer, brews 3.8 gallons per hour, hot water faucet, plastic funnel, pourover feature, stainless decor, 120v/60/1-ph, 13 amps, 1570 watts, cord attached, UL, NSF	<By Vendor>	
	2 ea	06100.0101 06100.0101 Easy Pour® Coffee Decanter, 64 oz., drip-proof, fast-pour-lip, plastic decanter with black plastic handle and stainless steel bottom, 1-pack (call for pricing on orders over 239 decanters) Weight: 34.2 lbs total	<By Vendor>	
24	1 ea	SINK, DROP-IN Advance Tabco Model No. DI-1-5 Drop-In Bar Hand Sink, 13"W x 19"D overall, 10"W x 14"D front-to-back x 5" deep bowl, 20/304 stainless steel, includes: K-52 deck mounted gooseneck faucet, 3-1/2" basket drain, NSF (cutout size 12-1/4"W x 18-1/4"D)	\$403.00	\$403.00
	1 ea	K-614B Removable 3-sided splash for counter-mount drop in sink, 8" tall, includes posts to be installed in countertop, for DI-1-5 & DI-1-10 (drop in sink-for sinks welded into stainless counters use TA-56)	\$554.00	\$554.00
	1 ea	K-316-LU Wrist Handles Only, for splash or deck mount hand sink faucet (1 pair hot & cold 4" long blades), fits faucets supplied after November 2015 with hot & cold color rings that do not have exposed screw head Weight: 34 lbs total	\$82.00	\$82.00
ITEM TOTAL:				\$1,039.00
25	1 ea	WATER FILTRATION SYSTEM, FOR ICE MACHINES Manitowoc Model No. AR-10000-P Arctic Pure® Plus Primary Water Filter Assembly, includes head, shroud, hardware, mounting assembly, & (1) filter cartridge, 15,000 gallon capacity, 0-600 lbs./ice per day Weight: 4 lbs total	\$249.00	\$249.00
ITEM TOTAL:				\$249.00
26	1 ea	ICE BIN FOR ICE MACHINES	\$1,286.00	\$1,286.00

Item	Qty	Description	Sell	Sell Total
		Manitowoc Model No. D320 Ice Bin, 22"W x 34"D x 38"H, with side-hinged front-opening door, side grips, 264 lbs. application capacity, AHRI certified 8.9 cu. ft., for top-mounted ice maker, Duratech exterior, NSF		
	1 ea	Legs, 6" adjustable stainless steel, standard Weight: 75 lbs total		
			ITEM TOTAL:	\$1,286.00
27	1 ea	ICE MAKER,400# PRODUCTION Manitowoc Model No. IYT0420A Indigo NXT™ Series Ice Maker, cube-style, air-cooled, self-contained condenser, 22"W x 24-1/2"D x 21-1/2"H, production capacity up to 460 lb/24 hours at 70°/50° (375 lb AHRI certified at 90°/70°), easyTouch display with 13 different language options, date/time stamp display, automatic reminder/alert icon, one touch asset information, automatic detection of accessories, continuous operating status, programmable production options (time, weight, day or night), one touch cleaning with displayed instructions, Alpha-San anti-microbial protection, acoustical ice sensing probe, self-diagnostic technology, DuraTech™ exterior, half-dice size cubes, R410A refrigerant, NSF, cULus, CE, ENERGY STAR®	\$3,768.00	\$3,768.00
	1 ea	(-161) 115v/60/1-ph, 11.3 amps Weight: 136 lbs total		
			ITEM TOTAL:	\$3,768.00
28	4 ea	WIRE SHELIVING Eagle Group Model No. 1848VG Packed 4 ea Shelf, wire, 48"W x 18"D, patented QuadTruss® design, includes (4) pairs of split sleeves per shelf, 800 lbs. capacity, Valu-Gard® green epoxy finish, NSF	\$77.00	\$308.00
	4 ea	P74-VG Post, stationary, 74"H, grooved in 1" increments, includes post cap & leveling bolt, Valu-Gard® green epoxy finish, NSF Weight: 64 lbs total	\$27.00	\$108.00
			ITEM TOTAL:	\$416.00
29	1 ea	REACH-IN REFRIGERATOR Atosa USA, Inc. Model No. MBF8004GR Atosa Refrigerator, reach-in, one-section, 28-7/10"W x 31-7/10"D x 81-3/10"H, top mount self-contained refrigeration, 21.4 cu. ft. (1) locking hinged solid door, digital temperature control, 33° to 40°F temperature range, (3) adjustable shelves, interior LED lighting, automatic evaporation, air defrost, stainless steel interior & exterior, galvanized steel back, 4" casters, R290 Hydrocarbon refrigerant, 1/7 HP, 115v/60/1-ph, 2.1 amps, cord with NEMA 5-15P, cETLus, ETL-Sanitation, ENERGY STAR®	\$1,608.00	\$1,608.00

Item	Qty	Description	Sell	Sell Total
	1 ea	Extended warranty to a 5 year parts & labor warranty with 5 year compressor part warranty (continental USA only) (NET) Weight: 254 lbs total	\$270.00	\$270.00
ITEM TOTAL:				\$1,878.00
30	1 ea	REACH-IN FREEZER  Atosa USA, Inc. Model No. MBF8001GR Atosa Freezer, reach-in, one-section, 28-7/10"W x 31-7/10"D x 81-3/10"H, top mount self-contained refrigeration, 21.4 cu ft., (1) locking hinged solid door, digital temperature control, -8° to 0°F temperature range, (3) adjustable shelves, interior LED lighting, automatic evaporation, electric defrost, stainless steel interior & exterior, galvanized steel back, 4" casters, R290 Hydrocarbon refrigerant, 1/2 HP, 115v/60/1-ph, 6.3 amps, cord with NEMA 5-15P, cETLus, ETL-Sanitation, ENERGY STAR®	\$1,855.00	\$1,855.00
	1 ea	Extended warranty to a 5 year parts & labor warranty with 5 year compressor part warranty (continental USA only) (NET) Weight: 269 lbs total	\$293.00	\$293.00
ITEM TOTAL:				\$2,148.00
31	1 ea	AIR CURTAIN  Bernier Model No. CHD10-1042A Commercial Series High Performance Air Curtain, 42" long, unheated, (1) 1/2 hp three speed motor, for door height up to 10-feet high, specify exterior, indoor mounting only, cULus, MADE IN USA	\$975.00	\$975.00
	1 ea	If special freight fees are requested, (See below) all applicable fees will be added to the invoice; fees subject to change; contact factory for addition information.		
	1 ea	A 120v/60/1-ph		
	1 ea	9503SD020-P Automatic Door Switch, plunger type, activates air door when door opens, single phase only & max. amp draw of 20 amps, 120-240V	\$45.00	\$45.00
	1 ea	White aluminum housing, standard Weight: 67 lbs total		
ITEM TOTAL:				\$1,020.00
32	1 ea	MOP SINK  Advance Tabco Model No. 9-OP-40-EC-X Special Value Mop Sink, floor mounted, 25"W x 21"D x 16"H (overall), 20"W x 16" front-to-back x 12" deep (bowl size), free flow drain with 2" IPS outlet, stainless steel construction, NSF	\$592.00	\$592.00
	1 ea	K-240-X Service Sink Faucet, wall mount, heavy duty, 8" OC, 6-1/2" spout, with hose thread & pail hook, vacuum breaker spout, wall braced, chrome-plated brass	\$334.00	\$334.00

Item	Qty	Description	Sell	Sell Total
Weight: 54 lbs total				
ITEM TOTAL:				\$926.00
		Merchandise		\$42,198.00
		Freight		\$5,870.00
		Delivery		\$636.00
		Subtotal		\$48,704.00
		Tax 7%		\$3,409.28
		Total		\$52,113.28

CONDITIONS OF SALE:

50% deposit upon acceptance, balance due five days prior to delivery.

Quotation includes non-union representatives of Mathias delivering, receiving, uncrating and setting equipment in place unless otherwise specified.

Quotation does not include any expense by reason of labor or materials for plumbing, electrical, roof penetration(s), permits, refrigeration, ventilation, fire suppression or other connections for final connections.

Where applicable, the removal and disposal of existing equipment is the owners responsibility prior to delivery of replacement equipment, unless otherwise noted.

In the event of a delivery delay, Mathias will store equipment at no cost for (10) ten days. Thereafter, storage fee of ten dollars(\$10.00) per day will be applied. In addition, account balance is due, less installation. Installation fee is due at time of delivery.

Quotation is firm for (10) Ten days.

All items are FOB factory, unless otherwise noted.

Mathias Foodservice Equipment Company, Inc.

Acceptance: _____ Date: _____
 Printed Name: _____



Rev. John Christian
Chairman

Carolyn Samuel
Vice Chairman

Bettye Coney
Secretary

Frazier Marshall
Treasurer

Pastor
Constance Christian

Randy Hepburn

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Wanakee Miller

Shayla Mobley

Rev. Dr. Tony Person

Daniel Richardson

Sonja Sanders

COMMUNITY DEVELOPMENT CORPORATION of LEESBURG

Keeping Our Promise to Help You Succeed

November 19th 2024

Honorable Mayor and City Commissioners
City of Leesburg, FL
501 W Meadow Street
Leesburg, FL 34748

RE: Federal Consent Decree

On October 22nd I had the privilege to meet with Commissioner Alyson Berry, City Manager Al Minner, Deputy City Manager Rob Hicks, Housing Director Sandra Wilson and City Attorney Grant Watson for approximately 2 hours attempting to get everyone on same page in regard to the CDC of Leesburg and the City of Leesburg compliance with the Federal Consent Decree.

1. The City Attorney made it clear that page 6 of the Federal Consent Decree section 11 tab (d) City will support the CDC's proposed development projects and activities and in support of the Redevelopment Plan of 2001 page 5-2 promote and improve single family atmosphere of the core of the CRA. That we the CDC were appropriate to request and **BE GRANTED** single family lots. After 4 requests and more than 19 months we feel the City and/or CRA should at the advice of your City Attorney donate lots to CDC asap. AK 1174571 AK 1267455 AK 1267447
2. Request \$50,000.00 from rollover CRA funds to complete restaurant buildout (Kitchen) located at 327 Pine Street. Federal Consent Decree Page 7 Section 12. We believe this request is in line with Federal Consent Decree.

We humbly request that this commission do what's best for Leesburg, Florida and cooperate with the CDC of Leesburg as we continue to work to improve and remove the blight from Leesburg, Florida. While we understand we may not all agree on the method, we should all agree that we should be working together to improve Leesburg, Florida. The City of Leesburg has been a tremendous supporter of the CDC of Leesburg, but the support has shifted in the wrong direction and we are determined to maintain a healthy productive relationship with our City.

Sincerely

John H. Christian II

Rev. John H. Christian II

Chairman of Board, CDC of Leesburg Inc.

314 S. CANAL STREET | LEESBURG, FL. 34748
OFFICE (352) 314-8868 FAX (352) 314-9479

activities, including a comprehensive community development plan for the Carver Heights/Montclair area.

11. The City will, in good faith and consistent with its other public and legal responsibilities:

- (a) participate and cooperate in the development of the CDC's comprehensive community development plan(s);
- (b) back initiatives formulated by the CDC;
- (c) undertake to support the incorporation and adoption of the CDC's comprehensive community development plan into the CRA's community redevelopment plan;
- (d) support the CDC's proposed development projects and activities consistent with the CDC's comprehensive community development plan(s);
- (e) support the CDC's applications for planning and zoning, code enforcement, and other forms of municipal regulation and activities; and
- (f) support reasonable grant applications made by the CDC, identify potential sources of funding, and seek to facilitate reasonable development activities and projects of the CDC, including appropriate and necessary infrastructure, provided that such support does not impose on the City costs beyond those that would ordinarily be expended.

The City shall, non-exclusively, make application for Community Development Block Grant funding that could be used for the purposes for which the CDC

was formed. This obligation also extends to applications for technical assistance or other grants pursuant to the Housing and Community Development Act of 1974. The CDC shall also have a responsibility to identify potential sources of funding and to assure community participation in the CDC and its community development activities.

12. The City's attempts to obtain financing or funding as described in paragraph 11 are subject to the availability of such financing or funding that can legally be used for the stated purposes. To the extent the CDC believes that funding is available and the City believes it is not, the City and the CDC will consult promptly in an effort to reconcile their differences in view.

13. The Hospital will, consistent with its other public and legal responsibilities, support the CDC's community development efforts. This support will take whatever form is appropriate and reasonable in light of the Hospital's and the community's circumstances.

14. The City shall, in accordance with federal statutes and regulations, consistent with its other public and legal responsibilities, revise and expand its Housing Assistance Program (Section 8) to ensure, to the extent permissible, that greater integrated housing opportunities are available, including through the support of the rehabilitation of housing in the Pine Street, Montclair and Carver Heights areas. The Program will, to the extent permissible, promote the rehabilitation of housing in the Pine Street Area, including, where appropriate and permissible, utilization of certificates or vouchers as project-based. The parties recognize that the scale of these programs will be