

**AGENDA
CITY COMMISSION MEETING
CITY HALL, 501 W MEADOW STREET
MONDAY, MARCH 10, 2025 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. Habitat for Humanity Lake-Sumter - Woodland Park Update by Danielle Stroud

B. 2026 Commission Seat Redistricting Proposal

C. Employee Service Award Recognitions:

Five Years: Gina Frazier, Accounting; Mary Arneson-Miller, Police; and Jesus Rodriguez Garcia, Facilities

Ten Years: John Scheer, Police

Fifteen Years: Amanda Saunders, Public Works

Twenty-Five Years: James Ricketson, Fire

Thirty Years: Sherri Stafford, Customer Service

4. PUBLIC COMMENTS:

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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 February 24, 2025**

B. PURCHASING ITEMS:

- 1. None**

C. RESOLUTIONS:

- 1. Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute Public Transportation Grant Agreement 444873-2-94-01, between the City of Leesburg and the State of Florida Department of Transportation for the construction of the Fuel Farm Project at the Leesburg International Airport; and providing an effective date.**
- 2. Resolution of the City Commission of the City of Leesburg, Florida, accepting a Utility Easement affecting the property described therein from Lakehouse Leesburg Apartments, LLC, joined by Southstate Bank, N.A.; and providing an effective date.**
- 3. Resolution of the City Commission of the City of Leesburg, Florida, accepting a Utility Easement affecting the property described therein from Damar Storage, LLC, joined by Marcin Boeckl; and providing an effective date.**
- 4. Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute a Construction Services Agreement with GSB Construction & Development, Inc. to build a restroom facility at John L. Johnson Park; and providing an effective date.**
- 5. City Commission approval of the budget calendar for Fiscal Year 2025-26, which includes dates for Commission workshops.**
- 6. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Gas Service Agreement between the City of Leesburg and Bar-Key Groves, Inc., regarding natural gas service to the development known as Grace Groves Phase 1; and providing an effective date.**

7. **Resolution of the City Commission of the City of Leesburg, Florida, approving a Proportionate Share Mitigation Agreement entered into by and between the School Board of Lake County, Florida, Meritage Homes of Florida, Inc., and the City of Leesburg, Florida, to allow for payment of Lake County School Impact Fees; and providing an effective date. (Manor Oaks)**

6. PUBLIC HEARINGS AND NON-ROUTINE ITEMS:

A. SECOND READING OF ORDINANCES

1. **None**

B. FIRST READING OF ORDINANCES

1. **None**

C. NON-ROUTINE ITEMS

1. **Resolution of the City Commission of the City of Leesburg, Florida appointing members to the Beautification Advisory Committee; and providing an effective date.**
2. **Susan Street Update - US 27 Entryway - Discussion and Commission Direction**

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.



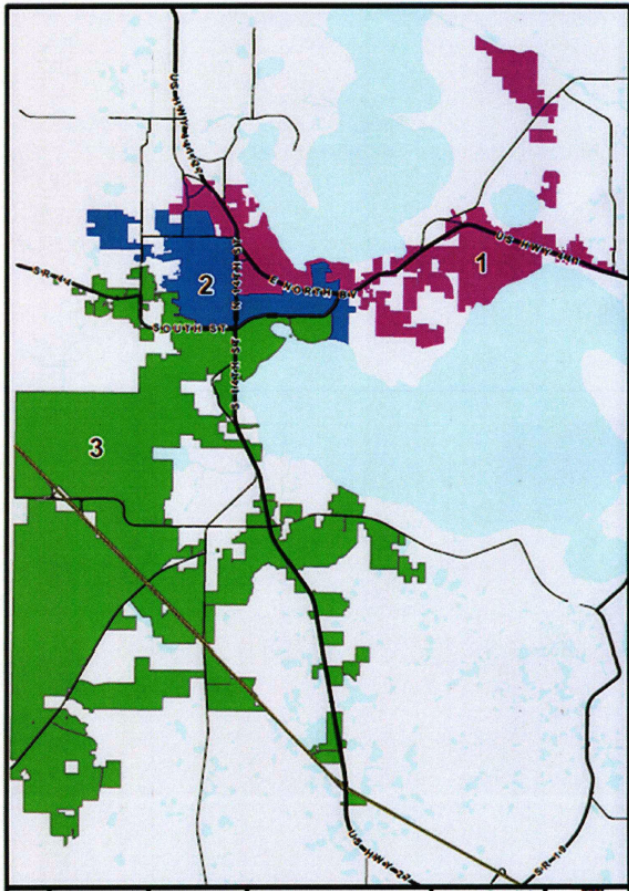
2025 Redistricting Proposal

COMMISSION DISTRICTS

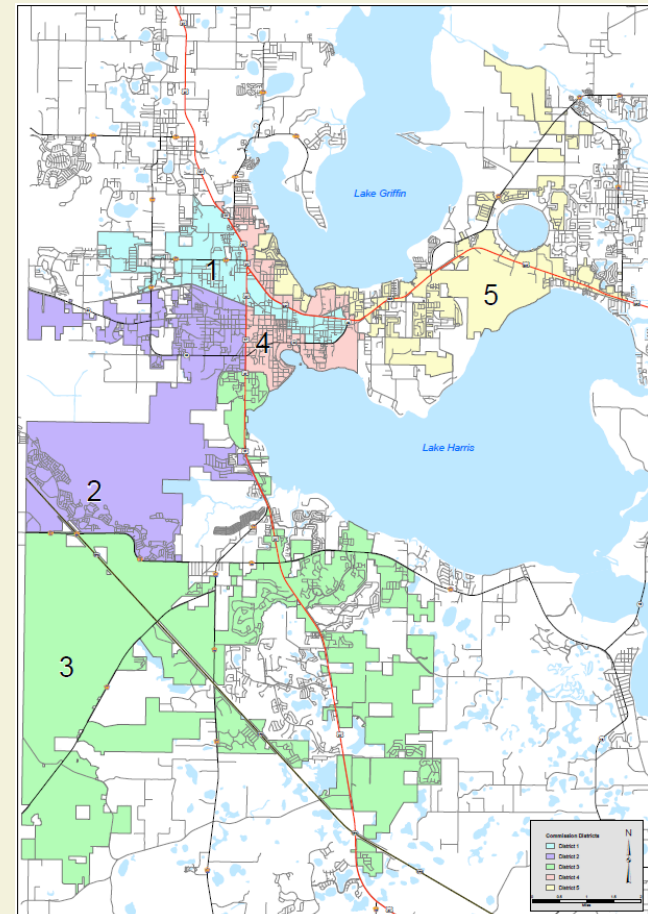
Managing Villages Growth



3 DISTRICTS/2 AT-LARGE



CURRENT



REDISTRICTING GUIDELINES



- Equal in Population – As Much As Possible
- Follow Census Blocks
- Follow Significant Boundaries
- Must Be Contiguous
- Should Be as Compact as Possible
- Preserve Communities of Interest
- Don't Dilute Minority Voting Strength
- Protect Incumbent Districts
- Don't Draw "Bizarre" Districts

REDISTRICTING EXCEPTIONS



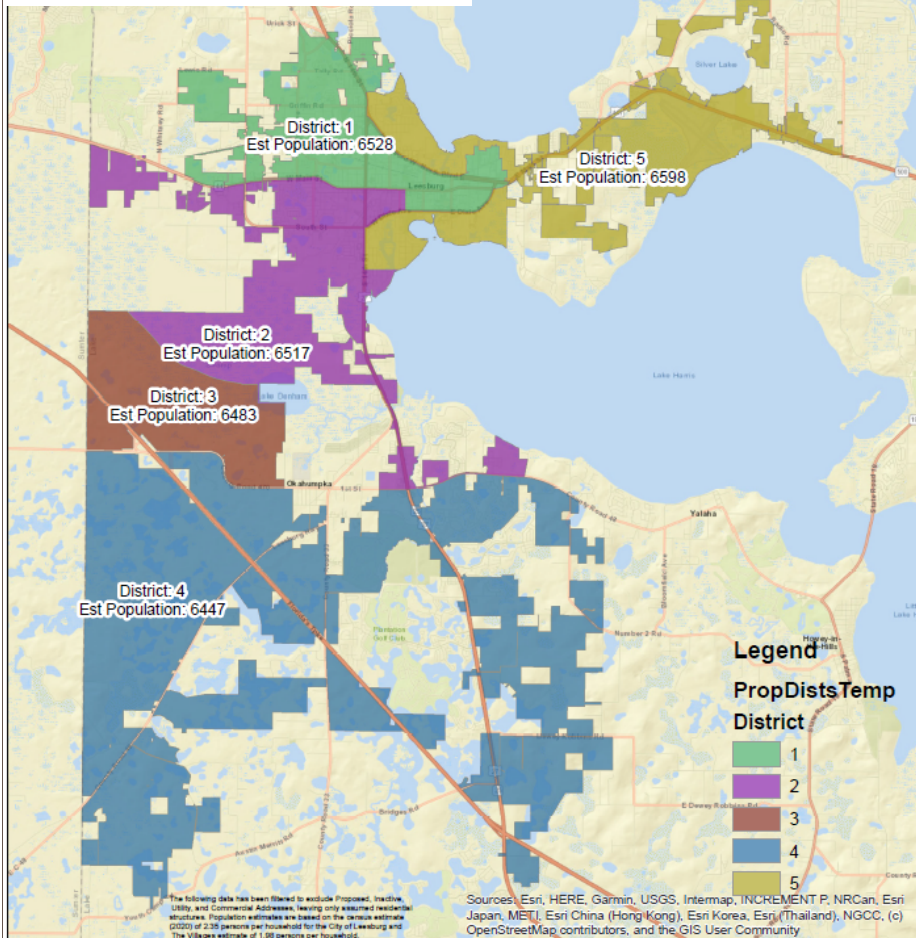
- Absolute Population Equality is Impossible
 - ✓ Good District Deviation is +/- 3%
- Creation of Minority Majority District
- Off Census Year Redistricting Accommodations
 - ✓ American Census Survey
 - ✓ Building Permits
 - ✓ 2.3 Persons Per Household – US Census Bureau
 - ✓ 1.9 Persons Per Household – Villages Demographics

PROPOSED 2026 DISTRICTS



	Dist. 1	Dist. 2	Dist. 3	Dist. 4	Dist. 5
Minority	52%	46%	15%	15%	30%
Majority	48%	54%	85%	85%	70%

	Dist. 1	Dist. 2	Dist. 3	Dist. 4	Dist. 5
Minority	3382	3178	1078	1001	1971
Majority	3146	3757	5920	5721	4627



- New Population 32,573
- ✓ 6,514 Per District
- ✓ 6,710 No Bigger
- ✓ 6,318 No Smaller

- Enact Ordinance for 2026 Elections
- Effective Date January 2027 Organization Meeting

- District 1 – Up for Election – Ostensibly the Same
- ✓ Commissioner Berry

- District 2 – Up for Election – Ostensibly the Same
- ✓ Mayor Reisman

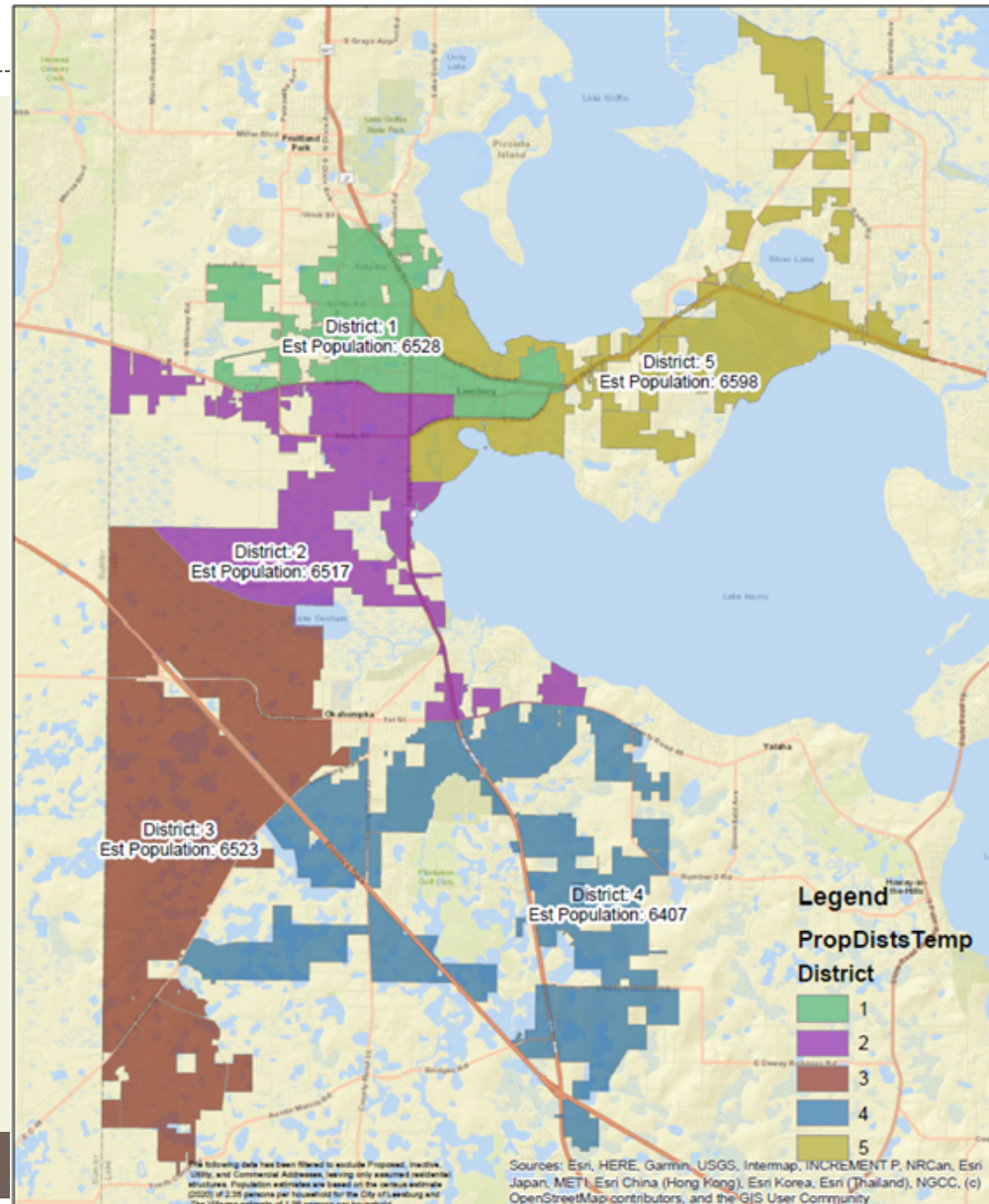
- District 3 – Up for Election – New District
- ✓ Represents the Villages

- District 4 – South Leesburg – Termed Out
- ✓ Commissioner Connell

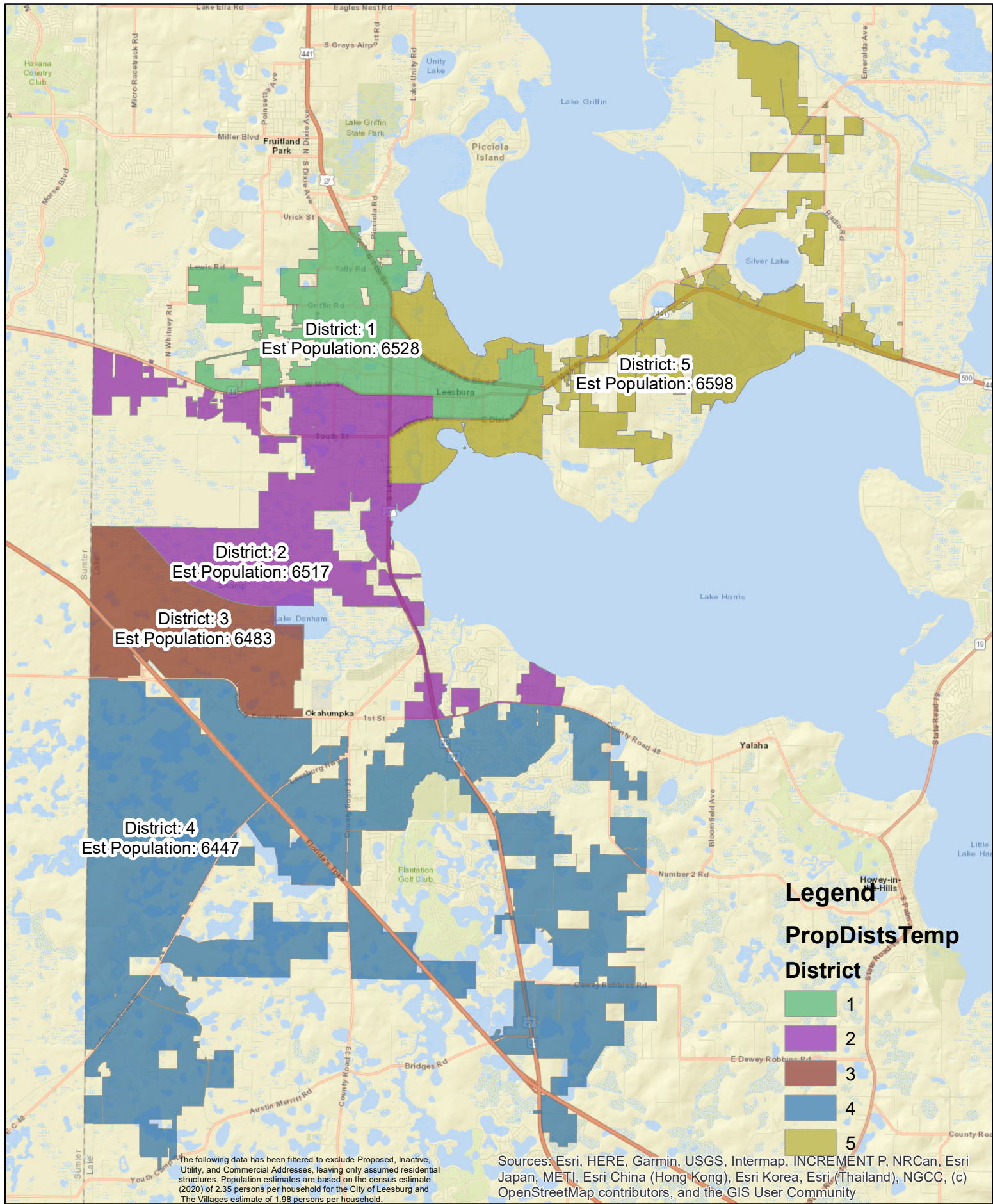
- District 5 – East Leesburg – Termed Out
- ✓ Commissioner Burry



PROPOSED 2026 DISTRICTS - Villages



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**AGENDA MINUTES
CITY COMMISSION MEETING
CITY HALL, 501 W MEADOW STREET
MONDAY, FEBRUARY 24, 2025 5:30 PM**

1. CALL TO ORDER

The City of Leesburg Commission held a regular meeting on Monday, February 24, 2025, at Leesburg City Hall. Mayor Reisman called the meeting to order at 5:32 p.m. with the following members present:

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

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

The invocation and pledge of allegiance were held at the Greater Leesburg Community Redevelopment Agency Meeting just prior to this meeting.

Mayor Reisman informed the public that items 6A1, 6A2, and 6A3 (Cronin-Dewey Robbins) had been withdrawn by the applicant. These items will not be heard tonight. **CM Minner** pointed out these items were formally withdrawn by the applicant, and there is record of that in his office. The case ends here and any future modification requests for this parcel would have to start from the beginning. They would have to formulate an application, and have it reviewed by the planning commission before coming back to the city commission. If someone was to seek annexation or rezoning, they would have to start from scratch. At this point, this item is officially dead.

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

2. PROCLAMATIONS:

A. Leesburg High School Girls Weightlifting Team State Championship

Mayor Reisman read a proclamation extending heartfelt congratulations to the 2024-25 Leesburg High School "Lady Lifters" Girls Wrestling Team. He urged all citizens to applaud their exemplary sportsmanship and achievements, thanking them for being positive role models for the youth of our City and wishing them continued success in the upcoming years. Go Jackets!

3. PRESENTATIONS:

A. Retirement Awards:

Tino Anthony, IT Director
James Williams, Finance Director

CM Minner presented retirement awards to Tino Anthony, IT Director, and James Williams, Finance Director. They are two long-term employees retiring at the end of the month on February 28th. Tino Anthony was one of the first department heads he appointed. He has twenty years of dedicated service to the City of Leesburg, and the last ten or eleven years he has served as IT Director. He announced that Mike Andrews, Network Manager, will become the new IT Director effective March 1, 2025. James Williams has actually served the city longer because, back in the day, when we did not have an appointed City Clerk, he served as the City Clerk and Finance Director. He then left Leesburg and went to work for Mount Dora. However, twelve years later he got smart and came back. When he first started, Bill Spinelli was the Finance Director and when Mr. Spinelli left to chase his career, he hired Jim back as the Finance Director. He announced that Paul Austin, Customer Service Manager, will replace Jim Williams effective March 1, 2025. There are a couple of changes coming and great things ahead. He thanked both of them for their years of dedicated service. **Mayor Reisman** congratulated them both on their retirement and thanked them for their years of service to the city.

B. Habitat for Humanity Lake-Sumter - Woodland Park Update by Danielle Stroud

This presentation was not heard at this meeting.

4. PUBLIC COMMENTS:

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Amanda McLea, Chairperson of the Center for the Arts, thanked the commission and city staff for their consistent support. They have not had a great road over the last few years, but they are well on track. Again, she wanted to thank them for their support and to invite them to attend the Art Festival, which will be held March 8th and March 9th in downtown Leesburg. They have a great event planned that includes live performances. Both local and regional artists will be coming and there will be activities for all ages. She hoped to see everyone downtown.

Sanna Henderson said she was there to represent the Leesburg Heritage Society and museum. As a commission, they have done wonderful things throughout Leesburg and, under the current city manager, we now have a new swimming complex and Venetian Center. The list goes on and on. However, she now wanted them to think about Leesburg's history. We do have a Heritage Society here in Leesburg, and they have been here a long time. The Heritage Society has grown throughout the years, and it is important to preserve our history and to have a nice building to store it all in. When that building was first built, it was the Leesburg Woman's Club. It was also used by Lassiter Ware Insurance before it became a city

building. However, that building has been in the city for a long time, and it needs a lot of work. She got involved because she noticed the building needed work. She called the city manager and said the city needed to spend some money on the museum, our history and our heritage. He listened and advised her to come before the commission to make a presentation.

Jim Miller of the Heritage Society handed out some plans that their contractor put together. The contractor did the scope of work, and some preliminary plans. At some point, he would like to do a full presentation for the commission.

Daniel DiVenanzo of 1310 Crestview Drive, Mount Dora, said he was the general contractor, and he received his training at the University of Wisconsin. He has resided in Florida since 1987. He redeveloped a number of buildings in the Lake County area. He did most of the redevelopment for Beacon College. He has done work in downtown Mount Dora. He has done about thirty-five buildings in Eustis. He built four buildings in Umatilla along with their city hall building. The building is five thousand square feet, mission style. The structure is known as the Leesburg Heritage Museum. He inspected the structure, and it was very well and solidly built. In order to utilize it to its best use, it actually needs an elevator. He has done seven elevators in Lake County, which includes one right here in Leesburg. With the building on the south side, it is adjacent to a parking lot. They are proposing to build a one-thousand-square-foot building, and they are anticipating a two-story addition adjacent to allow for a main entry off the parking lot as well as an elevator and a second staircase as a secondary means of egress. There would be restrooms on the first and second floors. They would be ADA-compliant. On the second floor there will be a kitchen/break room. It would not include a stove or hood. If they were to do the renovations, the building would be about six thousand square feet. The budget is for a complete rehabilitation of the exterior, building with the addition and installing the elevator. They would replace all the glass doors, stucco the exterior and restore the original facade on Sixth Street to its original design. This includes renovating the entire interior of the building, which includes a new plumbing system, new electrical system, new HVAC systems, installation package and windows. This budget is close, but, of course, he was not necessarily the contractor. All he was doing was preparing the commission for a meeting. If they decided to move forward, he would guide them through the development process. Then, of course, it would go out for bid. He noted that he had only lost one bid in thirty years for construction and that was the city hall of Umatilla. However, when the contractor fell through, they hired him to finish the job. This would be a fabulous structure. They would end up soup to nuts with a new building for less than two hundred dollars per square foot. The numbers might be tightened up once they have the documents. He also has an architect named David Jazz with Jazz and Associates out of Mount Dora. He is an excellent restoration architect. Of course, they may have to go out for bid. The packet he provided showed sample elevations. There was a sketch of the elevation because they are proposing to make the elevation where the new entry matches the other entry. The windows were there, and then they built a drive-thru window, but that will be torn down.

Frank Stander said he was part of the fifth generation Leesburg family of Evander Lee and Leesburg was named after him. He would be his second great, great uncle. He had a sister who was his great, great-grandmother. He asked the city commissioners what happened in Leesburg sixty-eight years ago this week? We celebrated Leesburg Centennial. It was a week-long celebration celebrating the history of Leesburg. That is why they need this museum refurbished. He then asked what happened on March 3, 1845? Florida became the 27th state in the United States of America. That is why we need history. We have history at the Leesburg Heritage Museum, and we want to pass it on to future generations. Yes, it is a lot of money, but it is for the City of Leesburg, so it would be money well spent.

Roland Nunez of 1928 CR 25A said he was a proud Leesburg resident. He was there on behalf of the Hispanics of Lake County Association. They are a countywide nonprofit that improves community

engagement through workforce development, humanitarian outreach and multicultural awareness. Over the last three years, they have provided opportunities for engagement through everything from breakfasts, festivals, fairs and a survey that resulted in a sixty-eight-page community report. That report provided demographics of the community within Lake County. He was there to invite the commission to their quarterly breakfast. They rotate cities, but, of course, as a Leesburg resident, he was excited to have it come to Leesburg. They are hosting their first Leesburg breakfast at the Leesburg Resource Center on March 4, 2025, at 8:00 am. The breakfasts are themed on different areas that are important to the community and the theme of this breakfast is entrepreneurship and small business development. Local small business owners will have an opportunity to talk about their journeys and experiences to provide inspiration to others. They will also have the Lake County Small Business Development Center for those who are interested in their own entrepreneurship ventures. He asked for their support by promoting this opportunity and, if they were available, he would like them to attend as well as they wanted to be able to show the Leesburg residents support who might want to join. It is a great opportunity, and they can find more information on their website, www.holca.net. He thanked them for their continued support, which included the Hispanic Heritage Month Proclamation back in September.

Damon Nedos of 1081 Bradford Ridge said he was the coach at Leesburg High School for the boys and girls basketball teams. He thanked the mayor and commissioners for coming out and supporting them at their regional game. The girls finished and lost in the regional finals, but the boys made it to the state tournament, which will be held March 5th at 3 p.m at the Lakeland Center. They would love for everyone to come out and support them.

Theresa Conner of 910 Georgia Avenue said she was a commissioner for the Carver Heights Montclair Area CRA. She thanked the mayor and the public works department for helping to clean up the community this past Saturday. They had a great time. They picked up about six tons of trash. They are planning another big cleanup event to get more people involved. She did have a presentation, but she did not get it in on time for it to be checked, so she would email so they could view it.

Alice Hoffman of the Plantations said she was there back in December when they were discussing fluoridation of the water and voted. She did not know what had happened between then and now, but she commended the city on bringing this back up. She is a health coach/health advocate, and she wanted to urge them to resist putting fluoride in the water in Leesburg. Studies have shown it to be a neurotoxin. It is toxic to our health, especially children. It shows it can lower IQ levels, and it can cause many other health implications. In fact, if you look at the back of the package for the fluoride that would be put in the water, there is a skull and crossbones on it. Clearly, that is not something we should put in the water or into our bodies. It is not healthy, and she was glad to see them considering suspending the plans to fluoridate the water.

Nicole King of Sorrento thanked the commission for bringing the fluoride topic back up. She hoped that they could have a better solution to potentially remove it and keep it out of the water. Our most vulnerable communities depend on this conversation, and she knows that there were some comments made by the city manager a few weeks ago, and it went on public record that there were some concerns that people were bringing these to you guys needlessly and that, regardless of the concerns of fluoride, it was being seen as a conspiracy theory even tying it in at the time that this was occurring during the time that Robert Kennedy Jr., was potentially going to be appointed. She could not in good faith believe that anyone would want to think that it was a conspiracy theory to want to have informed consent protected. She was a registered nurse in this community, and she takes that very seriously. This is a fundamental right for all human beings in the community of Leesburg that in 2006, the National Research Council deemed fluoride a neurotoxin, but it was a federal court ruling last year that just confirmed this based on evidence that was presented to them during that time. Fluoride is considered a medical intervention that is

prescribed by a physician. Unregulated amounts of fluoride can cause fluorosis, and toxicokinetics evidence has shown that fluoride can pass through the brain during invitro analysis. It is really disappointing that, despite all the overwhelming evidence based on literature and federal and state guidance, that fluoride has the potential to harm. They should make the decision to remove the unreasonable risk to pregnant women and children by removing fluoride from the water. She was there respectfully, and she wanted to stress the importance of this. Instead of airing on the side of caution months ago, she could only assume that there was pressure by some of the local dentists and others that were deciding factors that pushed medicating Leesburg communities with fluoride and why this decision continued. If fluoride was such an important need, there could have been business decisions made to take that \$600,000 and use it to find ways to make fluoride products more available to those who want them. We keep showing up because these decisions continue to be made despite federal and state guidance coming back and saying that it was a health hazard to continue leaving fluoride in the public water systems. Respectfully, this committee's job is to ensure that the community has access to safe drinking water. It is not their decision as a panel to take away that right of informed consent. Once again, please decide to do the right thing and shut down any efforts to move forward with adding fluoride to Leesburg's drinking water.

Karen Motley of 2445 Fairwinds Drive, Tavares, said she was a registered nurse in the area. She knows the FDA has deemed fluoride as a drug because it is a treatment. Being a nurse, we come in contact with medications that are pulled off the market because they have found problems with the medications. Fluoride can cause problems for the community and for those that take it. With fluoride, we have new research studies coming available. We do have a federal ruling from September 2024 that says the amounts of fluoride that is put in the water can cause neurotoxic and IQ problems, and the more water you drink, your body may not be able to excrete it all out. So, over years and years of consuming fluoride it will accumulate in your body. She is an older individual, but she hoped that they would consider not moving forward with the fluoride in the water. With the vaccine, they were given the ability to opt out with a medical or religious exemption if they chose not to take it, but with this particular drug they did not have the capability to opt out unless they put a water filtration system on the house. She asked that they consider not moving forward with it.

Carolyn VanDyken of 120 Palmora Boulevard said she was back to talk about Fluoride. Respectfully, there are opinions on both sides, and she was not a scientist or a doctor, so she was not there to go on about fluoride, but ultimately, it boils down to freedom and the freedom to choose what goes into our bodies. While the intentions of the program might have been the best of intentions, it is ultimately up to the citizens on what we consume. She asked the commission to side on the side of freedom and allow the citizens the choice of whether they want to consume fluoride naturally or from toothpaste.

5. CONSENT AGENDA:

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

Items pulled for discussion:

5.A.1 - City Commission Regular Meeting Minutes of February 10, 2025.

5.C.4 - Execute a Renewal Lease Agreement with the West Leesburg Community Development Corporation (WLCDC) for office space at the Leesburg Resource Center

Commissioner Pederson moved to adopt the Consent Agenda except for 5.A.1 and 5.C.4, and Commissioner Burry seconded the motion.

The roll call vote was:

Commissioner Connell	Yes
Commissioner Burry	Yes
Commissioner Pederson	Yes
Commissioner Berry	Yes
Mayor Reisman	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 February 10, 2025

Mayor Reisman said in the meeting minutes under Non-Routine Items, the naming of "Soule Court" at the Leesburg Airport should read "experimental aircraft association" and not "environmental assessment". He asked for that change to be made.

B. PURCHASING ITEMS:

- 1. Purchase request for vehicle equipment for the City of Leesburg Police Department in the amount of \$89,441.25 from Global Public Safety, a Single Source vendor. This equipment is for eight (8) new replacement Police Department vehicles.**

C. RESOLUTIONS:

- 1. Resolution of the City Commission of the City of Leesburg, Florida, amending the Fiscal Year 2024-25 Budget for the General, Stormwater, Greater Leesburg CRA, Carver Heights CRA, Highway 441/27 CRA, Capital Projects, Electric, Gas, Water, Wastewater, Solid Waste, Airport, Discretionary Sales Tax, Police Forfeiture and Fleet Services Funds for the carryovers from fiscal year 2023-24; and providing an effective date.**

ADOPTED RESOLUTION 11,985

- 2. Resolution of the City Commission of the City of Leesburg, Florida, amending the Fiscal Year 2024-25 Budget for the General, Capital Projects, Electric, Gas, Wastewater, Discretionary Sales Tax and Fleet Services Funds for the First Quarter; and providing an effective date.**

ADOPTED RESOLUTION 11,986

3. **Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Gas Service Agreement between the City of Leesburg and City Homes, Leesburg LLC, regarding natural gas service to the development known as Silver Lake Estates-Phase 2; and providing an effective date.**

ADOPTED RESOLUTION 11,987

4. **Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute a Renewal Lease Agreement with the West Leesburg Community Development Corporation (WLCDC) for office space at the Leesburg Resource Center; and providing an effective date.**

ADOPTED RESOLUTION 11,988

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

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

Mayor Reisman requested comments from the Commission and the audience.

Commissioner Berry asked what the reason was for doing three-year leases because this organization had been established there for nineteen years. Why are we renewing them every three years? Is it due to organizational structure or what? **CM Minner** said he did not have a good answer, but that is how it has been done in the past. In the past, we have done three-year leases, but they could change that.

Commissioner Berry inquired if they could modify the lease to ten years? **CM Minner** responded that if the commission decided upon ten years, they could do that because city staff does not have preference on leases. We have partnered with them for some time, but it is the pleasure of the commission.

Commissioner Berry wanted to know if any commissioner would object to extending the term of the lease. **Commissioner Connell** stated he does not think the city should do long-term leases.

Commissioner Berry asked if ten years was too long. **Commissioner Connell** replied yes, and said three years is more than sufficient. Ten years would be an extremely long lease. **Commissioner Berry** mentioned that the West Leesburg CDC is housed at the Resource Center, so to keep doing three-year leases is questionable. **Commissioner Connell** wanted to know if it was a big deal for them to come back and ask for an extension to the lease. **Commissioner Berry** thought it was unnecessary. It is hard for them to do longevity planning when they have to come back every three years to extend the lease. As the commissioner of that district, it is hard to say if they will be in this building or not and that was why she wanted to bring it up and ask. **Commissioner Connell** said he understands, but he has concerns with the city entering into long-term leases. Three-to-five-years is the longest the city should ever go on a lease. **Mayor Reisman** said he would support a ten-year lease. **Commissioner Pederson** said the building was constructed for them, and we customized it for them. He fully supports everything they are doing, but he was not crazy about a ten-year lease. We are not pulling the rug out from under the organization, but originally the basis for three years was due to certain requirements. He might be able to do five years, but he could not support ten years. **Commissioner Berry** said she was thinking about

stability, and she would like to move forward even though she does not have the votes.

Commissioner Berry made a motion that the West Leesburg CDC lease at the Resource Center be extended to a ten-year term instead of a three-year term.

Mayor Reisman asked for a second to the motion. There was no second, so the motion failed. We are back to the original motion of three years. He asked if there was any further discussion. There was none. He asked for public comments.

Fred Griffin Jr., President of West Leesburg CDC, said he was glad Commissioner Berry brought this up, because when he sat down with the board they questioned him about the short-term lease since the Resource Center was built around the West Leesburg CDC to help the community. He was curious about why it was three years and when he asked the city manager he said he did not know why. He knows Commissioner Connell was not a big fan of ten-year leases, but looking at the landscape of other organizations, they have twenty and forty-year leases. This building was built for them, and it is very difficult to operate and plan for the future when they have short-term leases. This building was built for this purpose, and they do not plan to move anywhere else. He is in the office every day, so he sees the operations. They have movement, but they would like to see more movement.

Mayor Reisman asked if there were any other comments. There were none.

The roll call vote was:

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

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

6. PUBLIC HEARINGS AND NON-ROUTINE ITEMS:

A. SECOND READING OF ORDINANCES

- 1. An Ordinance of the City of Leesburg, Florida, annexing certain real property consisting of approximately 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)**

WITHDRAWN ORDINANCE 25-06

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 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)**

WITHDRAWN ORDINANCE 25-07

3. **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)**

WITHDRAWN ORDINANCE 25-08

4. **An Ordinance of the City of Leesburg, Florida, rezoning approximately 4.87 +/- acres from SPUD (Small Planned Unit Development) to SPUD (Small Planned Unit Development) for a property generally located west of Lee Street, north of Herndon Street, East of Perkins Street, and south of West Line Street, as legally described in Section 26, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date. (Lee School 2025 SPUD)**

ADOPTED ORDINANCE 25-09

CA Watson asked anyone wishing to provide testimony on the Lee School 2025 SPUD case to stand and raise their right hand. He swore them in.

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

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

Mayor Reisman requested comments from the Commission and the audience.

PZD Miller said the request was to rezone the old Lee School property. It is approximately five acres located north of Herndon Street, south of West Line Street, east of Perkins Street and west of Lee Street. The request is for a future development of a one-hundred and two-unit multifamily apartment complex.

The school abandoned this property in the early 2000s and since then no developers have come forward. They have only seen tire kickers. In 2015, the property was sold by the school board to an investor. In 2016, that investor under Ordinance 16-01 rezoned the property to allow for assisted living, independent living, memory care and medical offices. However, no developers were interested in the property. In 2018, the property was sold to another investor. Then in 2021, that investor under Ordinance 21-19 rezoned the property to allow for forty-nine town homes and fourteen apartment units. However, again, no developers were found to be interested in the property. In 2024, the Historic Preservation Board voted to allow the buildings to be demolished. So, essentially, nothing has happened over the last twenty years on that property. The applicant had worked with the city commission and the planning commission, but there was no way to save the buildings. They could not be used for positive economic use. The current request is for an apartment complex and, under the PUD requirements for this proposal, it is a one-hundred and two multifamily-unit complex. There would be four floors as seen in the attachments. The Planning Commission voted and asked for three floors in their motion. No other uses are permitted in the proposal. There is a fifty-foot setback from the roads, the unit sizes vary, and there would be one and two-bedroom apartments only. The parking will be per City of Leesburg code requirements. There are design and architectural standards shown in the exhibits, which include dark sky lighting and thirty-five percent open space. There is a twenty-five-foot buffer going around the entirety of the property and green space. A fence is required, which will be wrought iron, brick or stone columns. Bahia or Bermuda grass is to be used, there will be no St. Augustine grass since it uses a lot of water. There will be access points on Lee Street and Herndon Street. The signage will be decorative with entry features of concrete brick or stucco with a maximum height of five feet. There is a recreational requirement of ten thousand square feet to be devoted to a separate recreation area, which could be a swimming pool, playground, dog park, etc. There is a requirement in the PUD for monumentation memorializing the Lee School and examples of that were shown in the exhibits. They have the standard phasing clause which reverts this property to RE-1, which is one acre per unit if substantial commencement does not occur within forty-eight months. Michael Rankin of the Land Planning Group is here to represent the case and answer any questions.

Commissioner Burry indicated that there was some verbiage about the revised conditions. Has anything changed with regard to the original proposal? **PZD Miller** answered yes. The proposed PUD that allows forty-nine units is the revision. **Mayor Reisman** asked if there were any questions for the applicant by the commission. **Commissioner Connell** said the proposal is for four stories, but four stories are too high for this area. He agrees with the planning commission. He does not want them to go more than three stories. Four stories in the middle of this neighborhood is way too high. **Commissioner Pederson** stated he went to Ocala and drove the project they did there. He saw numerous four-story buildings and that was the solution. We put this developer through a lot, and in the debates he said if they could get the parking satisfactory he would support four floors. He was excited about this project, and he appreciated the developer's patience. This is big for the downtown, and it is good for our city. **Commissioner Connell** pointed out that they could still do three stories and get the same number of units. However, they would eat up a little of the open green space. Four stories are way too high for this area and the surrounding neighborhood. Doing three stories does not change the number of units; it only changes the amount of open green space because they would have to make the footprint of the building bigger. **Commissioner Burry** said at the last meeting there was discussion about the elevations because the old Lee School was built up and the first and second floors were taller than a normal floor. What is the height difference between the four floors and the old Lee School? **PZD Miller** explained that the Lee School was deceptive. It was a two-story building, but it functioned as a three-floor building because it had a basement. If you remember, you had to walk up eight or ten steps to get to the first floor and the ceiling height was much higher than a normal building. Visually, the Lee School building was a three-story building even though it functioned as two stories. The net result is that we will see one additional story versus two additional stories. **Commissioner Pederson** wished we had known the height of that building since he asked that question at the last meeting. From a perception standpoint, the old Lee School looked

to be over three floors and that was where he was going with that comment. **PZD Miller** commented that when looking at the standard floors of an office building, the old Lee School would have been three floors. However, the buildings had higher ceilings and an elevated first floor. **Commissioner Pederson** said the net difference could be six or eight feet. **Commissioner Burry** pointed out that more people are coming in saying they do not want more urban sprawl. It is an ideal location to have units close to our downtown. With four stories we are going up instead of sprawling out, and that is a good idea.

Commissioner Connell said he was not opposed to the development of the property. He was opposed to the overall height of the building. It would be a four-story building, so plus or minus it would be at least forty-feet-high. At ten feet per floor, we are looking at forty feet, which is too high for the area. They can still get the same number of units with three floors. **Mayor Reisman** pointed out that he would rather see more green space than height. **Commissioner Connell** said there was a city park just down the street. **Mayor Reisman** asked if there were any other comments. There were none.

The roll call vote was:

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

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

B. FIRST READING OF ORDINANCES

1. None

C. NON-ROUTINE ITEMS

1. Resolution of the City Commission of the City of Leesburg, Florida suspending the Fluoride Injection system to the water distribution system; and providing an effective date.

ADOPTED RESOLUTION 11,989

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

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

Mayor Reisman requested comments from the Commission and the audience.

CM Minner said we have talked about this ad nauseam. He did not know about controversies or conspiracy theories, but he would not back off from his commentary and there were political and financial factors for bringing this back to the commission, which also changed his mind about fluoridating the water. First was SB 700 by Senator Truenow. He introduced a bill in this year's legislative session that requires no additives other than disinfecting additives be added to the drinking

water. Obviously, that bill has a long way to go, so he reached out to our lobbyist, Ryan Matthews, and almost everyone who follows the legislation believes this bill has a better-than-average chance of passing in its form. Also, at the federal level, with the appointment of Robert Kennedy, Jr. to the health and human services, there will definitely be some different concepts about how we move forward with public health. As a matter of timing, there are no official state or federal directives to change public water drinking formulas. However, with our luck, by the time we get the project finished, there will be. Administratively, he stopped the project last week to save as much as we could. He updated the commission via email on Friday. He provided the update which included a presentation from the director of public works. It showed that we would save about \$225,000 out of the \$600,000 project. We also have \$100,000 of equipment that we believe can be used in different fashions. With that, he recommended terminating the project. **Commissioner Pederson** stated this has been a controversial subject. He flipped his vote on it, and that was the only time he had done that in six years. He did not regret his vote supporting it a year ago, but with the changes in the political landscape, he could not support moving forward. He would vote to terminate it. **Commissioner Berry** added that she originally agreed and voted for fluoride. It was originally presented to help children and fight cavities, so she voted for it. She focused on her district and the kids that did not have dental plans. We used to have fluoride in the water years ago. It was very helpful and no one had any problems. However, based on the information presented and with the votes that would be coming, she agreed that they were being forced by the political arena that fluoride was not good. She thanked Commissioner Connell for bringing it up in December because he brought it to light. However, at that time, she was still for it because nothing had been proven or stated. But, now she has had a change of heart. **Commissioner Pederson** stated he did not want to base his comments on the political landscape nor did he want to debate science and different studies. He was referring to the changes in Tallahassee and DC. **Commissioner Berry** commented that she was referencing that too. **Mayor Reisman** asked if there were any other commission comments. There were none.

The roll call vote was:

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

Four yeas, one nay, the Commission adopted the resolution.

7. INFORMATIONAL REPORTS:

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

A. Financial Reports - December 2024

Mayor Reisman said in the report he noticed we had three individuals working with the police department. He assumed it was for security due to alcohol being served at the events. He was not sure why they were still seeing that, because that policy had changed. Also, in the report it showed one person working with the electric department, and he assumed that was for apprentice reimbursement. However, that total has not changed in over a year, so apparently, they are not working with the electric department. That person owes the city \$2,500. He wanted to know if there were any legal actions we could take. Could we go after the people that owe the city money? **CA Watson** said they could take legal action and go after the people who owe the city money. He would be happy to review and evaluate the records. He

would talk to the city manager about how to move forward. However, every situation is unique. He would be happy to review them because they may have to take legal action to get them resolved. **Mayor Reisman** added that some of them go way back. So, apparently they have not been working with the city. He also thought the commission voted to change the policy for police/security at alcohol-related events where they had to pay in advance. So, why are we still seeing it? **CM Minner** stated it was an accumulative report, but he would get a better answer. **Mayor Reisman** wanted to know why they were choosing which events would have police present. **CM Minner** responded that it was chosen for us. We have a policy that is based on the number of people and if alcohol is served. Remember this is an accumulative list, and the code requires that we have police protection or police force if there is alcohol served and if there is a certain number of people. **Police Chief (PC), Joseph Iozzi**, said he could not specifically recall the number of people, but alcohol events do require an officer to be present. There is a different detail rate for alcohol versus standard detail. **Mayor Reisman** said there were two events over the weekend that had no officers. Those events were sponsored by the city, or we were a sponsor of those events. He wanted to know why we did not have officers at those events, since we require people or outside entities to have officers when they serve alcohol. **Recreation Director (RD), Travis Rima**, stated there is a special event policy and a Venetian Center policy, and anything at the Venetian Center, according to the policy, requires them to have an officer. When it comes to special events, it is written in the code, and it says it is at the police department's discretion. The special events code is in chapter twenty-six. With the Venetian Center, that was a directive from the commission. **Mayor Reisman** said there was an event at the Venetian Center on Friday night that had no officers. He was not sure why they were approving applications when they did not have an officer. **CM Minner** asked if he was referring to the Taste of Lake event. **Mayor Reisman** agreed and said there have been other events he attended where no officers were there. If we are going to pick and choose, it needs to be all or none. **CM Minner** stated they would have an officer at the chamber event. **Commissioner Pederson** said he would like to give the police department discretion based on the group and what the event is. **Mayor Reisman** said if he rented the facility and served alcohol, he would have an officer, and he would have to pay them. So, if an officer is required per the Venetian Center policy, why are we picking and choosing? He was not saying we should have charged them because it was a city-sponsored event. He was just saying that we should have had an officer at those events.

Commissioner Berry wanted to know what other event was there that did not have an officer there other than the Taste of Lake event. **Mayor Reisman** replied these are city-sponsored events. **Commissioner Berry** thought they had to have a police officer. **Commissioner Pederson** inquired if the issue was, if it were a city-sponsored event, we should have police there. **Mayor Reisman** answered yes. Every other organization is required, so he was not sure why we were sponsoring these events. **Commissioner Pederson** stated he attended that event and did not even think that would be an issue. This is a non-issue for him. He was not worried about it. **Mayor Reisman** stated if we are not going to enforce it for everyone, we need to change our policy. **Commissioner Pederson** did not agree. We had some trouble there for a while, but this was a city event and if the city event went bad, we would not do it again. **Mayor Reisman** said he respects the comments. **Commissioner Pederson** mentioned that tonight we have overly complicated three different subjects. One was for a sign, and now we are talking about events at the Venetian Center. There was an incident a year or so ago where there was some trouble in the parking lot and that was a large party. In fact, all four venues were full that night, so it was a bit chaotic. **Mayor Reisman** said he had nothing against the organizations. He believes if alcohol is being served they should have an officer there, especially since it was a city-sponsored event. **Commissioner Berry** asked when the Venetian Center is being rented it does not require an officer, and that it is up to the police department to decide if they are needed and alcohol has to be a part of it? So, what if there was no alcohol? **Mayor Reisman** remarked that if there is no alcohol, no officer is required. If there is alcohol, then an officer is required. **Commissioner Berry** wanted to know about the other city buildings that are rented. Are officers there? **Mayor Reisman** did not believe alcohol was allowed to be served there. **Commissioner Berry** wanted to know if an officer would be required regardless of whether

alcohol was being served. So, is alcohol the determining factor for police presence? **Mayor Reisman** agreed. **Deputy City Manager (DCM), Robert Hicks**, said that was a trigger that set out whether they were going to have a police officer there. Also, when the Venetian Center came together, we put together the best policy we could to fit all the nuances that were occurring. They then started leaning towards whether it was an outside event that was not sponsored by the city because of liability reasons. If it is sponsored by the city, we are covered there, especially if it has alcohol, and you are selling tickets to the public or charging them to come in for a donation for a cup of alcohol, because the state uses that as whether they need a liquor license. That is where that started, and then the nuance came in about what if it was a ticketed charity event put on by the chamber. However, they will do a review of that to get best practices and see what other cities are doing, but it is a nightmare to come up with an exact policy that says this is what we are going to do. **Commissioner Berry** inquired about safety concerns for people walking to and from their cars. They could get robbed, someone could be lurking near a car or break into a car. Why does it have to pertain to alcohol? If you rent a building, you should have a police officer for security since we already have maintenance staff there for locking and closing the building. That should be a standard. We should offer that when someone rents city property. **DCM Hicks** responded that two things came into play in that. We have restaurants and bars all around the city that have parking lots where they do not have anyone there, but we have quite a few events with limited staff. On the police department side, having somebody fill that every time for a two-to-four-hour detail can become problematic. There are issues to look at there, but they will work with the police chief and the recreation director. They will look at other cities. However, the Venetian Center has been a very successful venue and as it grows they will look into that. **Commissioner Pederson** stated so far he was only aware of one event that got a little out of hand, and that led to the change in policy. Other than that, he was not aware of any other incidents. **DCM Hicks** replied there have been some events that got a little spicy. **CM Minner** pointed out that those events were not city events. **Commissioner Pederson** stated that was the difference. **CM Minner** stated they work at the commission's direction. This has been a policy that we have had since the Venetian Center was built. It was a Chamber/City event for Taste of Lake, and we did not require police protection there. If the commission wants police protection at any event that has alcohol, they will do that. However, it will take a motion of the commission to direct that, and an informal motion is fine. Again, there is a significant delineation between a city-sponsored event and a private event that uses public facilities. That would become a liability issue. Frankly, the clientele that participates in the event may need more policing than others. However, if we want one standard for everyone to follow, he understands that. At the end of the day, that does increase our costs and, if that is the commission's desire, they will see to it in the future. **Commissioner Berry** questioned if we ever had security or a police officer, someone who actually works for the city as a security person? **CM Minner** replied that a city-sponsored event outside Bikefest is an event that has a couple of hundred people and, typically, we have not had to have police coverage there. **Commissioner Berry** said she was referring to all city-owned facilities. It could be the Resource Center, Venetian Center or Teen Center. **CM Minner** answered if there was alcohol, yes. However, if it was a city event held at any facility, we would not require a police officer to be there, excluding Bikefest. **Commissioner Berry** asked if they could circle back to discuss this, because she attended the chamber event and even though she did not feel threatened, she had to walk behind the baseball fields to get to her car. She had someone else walking with her. However, for safety reasons, if something were to happen, even though she does not want anything to happen, she does not want to wait until something happens to react. She wants to be proactive. It is not safe all the time, not just with alcohol and non-alcohol. It is people in general. She does not think we should take chances. She knows at the Resource Center in the back of the parking lot it is very dark. When they have meetings, people have to walk around, so people usually walk in groups when leaving, and she experienced that as well. She had no problems on Friday, but she did have to walk behind to the baseball field, and she had someone to walk with her. **Mayor Reisman** stated he was fine with staff bringing something in the future, because this is something we should discuss. **Commissioner Pederson** clarified that he was okay with the current policy, and he would like to give the police

department more discretion. Any group can hire police for an event. He does not like all the mandating and the policy has worked fine. **Commissioner Berry** wanted to know if that fee would be paid when they sign the rental agreement and would it state that they are asking for police. **Commissioner Pederson** pointed out that is what started the whole conversation, because he thought the applicant was required to prepay. **Mayor Reisman** asked if there were any other comments. There were none.

8. CITY ATTORNEY ITEMS:

CA Watson had no items to address.

9. CITY MANAGER ITEMS:

CM Minner had no items to address.

10. ROLL CALL:

Commissioner Connell had no additional comments.

Commissioner Burry commented that in light of the vote tonight on fluoride, he wanted everyone to consider and think about how our city's right to choose what we want to do was being eroded by Tallahassee. We had talked about this in the past on different subjects, but he wanted everyone to think long and hard about what was going on.

Commissioner Pederson had no further comment.

Commissioner Berry wanted to inform every one of the events coming up. The Men of Distinction are having their Black Tie Gala on February 28th at 7:00 p.m. On Saturday, March 1st, there will be a parade, and the commission will be participating in that as a group. After the parade, they are kicking off the Black Heritage Festival on Pine Street. At the Venetian Center at 7:00 p.m. they will be modeling for the V-Max Production. After that, there is a boxing party, and that is open to the public. It runs from 8:00 p.m. to midnight. She believed that was being presented by the recreation department.

Mayor Reisman reminded everyone about the Leesburg Arts Festival downtown. Also, County Commissioner Sabatini reached out to him about the Leesburg High School boys' basketball team because they are going to the state championships. He asked if the city would be willing to put up some money to help the team with lodging and food. The County would match those funds. He reached out to the school to see about the costs, and they said it would be a little over five thousand dollars, which includes the Airbnb, transportation and food. He asked the city commission if they were willing to help cover those costs. **Commissioner Pederson** wanted to know the amount. **Mayor Reisman** said it would be up to twenty-five hundred and the county would match. **Commissioner Pederson** stated it was really a school board expense, but he would support it. He was excited to see them make the trip to Lakeland. **Mayor Reisman** asked if this item needed a motion and vote. **CM Minner** mentioned that the county would match this request. He believed the City of Eustis was also involved, but the concept was that if everyone kicked in, the county would match equally up to \$2,500. **Mayor Reisman** asked if the commission was okay with that. In a show of nods, the commission agreed to fund up to twenty-five hundred dollars. **Commissioner Burry** added they have done this in the past. **Commissioner Pederson** agreed. We supported the Leesburg High School Band when they went to New York for the Macy's Thanksgiving Day Parade.

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 Pederson and a second by Commissioner Burry, the meeting adjourned at 6:43 p.m.

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.1.

Meeting Date: March 10, 2025

From: Tracey Dean, (Airport Manager)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute Public Transportation Grant Agreement 444873-2-94-01, between the City of Leesburg and the State of Florida Department of Transportation for the construction of the Fuel Farm Project at the Leesburg International Airport; and providing an effective date.

Staff Recommendation:

Staff recommends approval and execution of the FDOT PTGA.

Analysis:

The Florida Department of Transportation has presented a grant for the Fuel Farm Construction, civil portion, at 80% funding, based on estimates.

Procurement Analysis:

N/A

Options:

1. Approve and execute PTGA 444873-2-94-01; or,
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

The current Airport Capital Projects budget includes funds for this project. This project has been approved for a FDOT reimbursable grant which will fund 80% of this project.

Account No. 048-8099-542-63.10

Project No. 480003

WF No. 1383912/2

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE
PUBLIC TRANSPORTATION GRANT AGREEMENT 444873-2-94-01,
BETWEEN THE CITY OF LEESBURG AND THE STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION FOR THE CONSTRUCTION OF THE
FUEL FARM PROJECT AT THE LEESBURG INTERNATIONAL AIRPORT;
AND PROVIDING AN EFFECTIVE DATE.**

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

THAT the Mayor and City Clerk are hereby authorized to execute a Public Transportation Grant Agreement with the State of Florida Department of Transportation, whose address is 719 S Woodland Boulevard, Deland, Florida 32720.

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 10th day of March 2025.

Mayor

ATTEST:

City Clerk

**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

Financial Project Number(s): (item-segment-phase-sequence) 444873-2-94-01	Fund(s): Work Activity Code/Function: Federal Award Identification Number (FAIN) – Transit only:	DDR,DPTO 215 N/A N/A	FLAIR Category: 088719 Object Code: 751000 Org. Code: 55052000531 Vendor Number: VF596000362006
Contract Number:	Federal Award Date:		
CFDA Number: N/A	Agency UEI Number:		
CFDA Title: N/A			
CSFA Number: 55.004			
CSFA Title: Aviation Grant Program			

THIS PUBLIC TRANSPORTATION GRANT AGREEMENT ("Agreement") is entered into _____, by and between the State of Florida, Department of Transportation, ("Department"), and City of Leesburg, ("Agency"). The Department and the Agency are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties."

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

- 1. Authority.** The Agency, by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D", Agency Resolution** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf. The Department has the authority pursuant to Section(s) 332.007, Florida Statutes, to enter into this Agreement.
- 2. Purpose of Agreement.** The purpose of this Agreement is to provide for the Department's participation in Construction of Civil for the Fuel Farm Replacement at Leesburg International Airport, as further described in **Exhibit "A", Project Description and Responsibilities**, attached and incorporated into this Agreement ("Project"), to provide Department financial assistance to the Agency, state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed.
- 3. Program Area.** For identification purposes only, this Agreement is implemented as part of the Department program area selected below (select all programs that apply):

- ☒ **Aviation**
- ☐ **Seaports**
- ☐ **Transit**
- ☐ **Intermodal**
- ☐ **Rail Crossing Closure**
- ☐ **Match to Direct Federal Funding** (Aviation or Transit)
- ☐ (Note: Section 15 and Exhibit G do not apply to federally matched funding)
- ☐ **Other**

- 4. Exhibits.** The following Exhibits are attached and incorporated into this Agreement:

- ☒ Exhibit A: Project Description and Responsibilities
- ☒ Exhibit B: Schedule of Financial Assistance
- ☐ *Exhibit B1: Deferred Reimbursement Financial Provisions
- ☐ *Exhibit B2: Advance Payment Financial Provisions
- ☐ *Exhibit B3: Alternative Advanced Pay (Transit Bus Program)
- ☒ *Exhibit C: Terms and Conditions of Construction
- ☒ Exhibit D: Agency Resolution
- ☒ Exhibit E: Program Specific Terms and Conditions
- ☒ Exhibit E1: Prohibition Based on Health Care Choices
- ☐ Exhibit E2: Exterior Vehicle Wrap, Tinting, Paint, Marketing and Advertising (Transit)

**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

- ☒ Exhibit F: Contract Payment Requirements
☒ *Exhibit G: Audit Requirements for Awards of State Financial Assistance
☐ *Exhibit H: Audit Requirements for Awards of Federal Financial Assistance
☐ *Exhibit I: Certification of Disbursement of Payment to Vehicle and/or Equipment Vendor
☐ *Additional Exhibit(s):

*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

5. Time. Unless specified otherwise, all references to “days” within this Agreement refer to calendar days.

6. Term of Agreement. This Agreement shall commence upon full execution by both Parties (“Effective Date”) and continue through June 1, 2028. If the Agency does not complete the Project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed prior to the Effective Date or after the expiration date of this Agreement will not be reimbursed by the Department.

a. ☐ If this box is checked the following provision applies:

Unless terminated earlier, work on the Project shall commence no later than the day of , or within days of the issuance of the Notice to Proceed for the construction phase of the Project (if the Project involves construction), whichever date is earlier. The Department shall have the option to immediately terminate this Agreement should the Agency fail to meet the above-required dates.

7. Amendments, Extensions, and Assignment. This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be renewed. This Agreement shall not be assigned, transferred, or otherwise encumbered by the Agency under any circumstances without the prior written consent of the Department.

8. Termination or Suspension of Project. The Department may, by written notice to the Agency, suspend any or all of the Department's obligations under this Agreement for the Agency's failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.

a. Notwithstanding any other provision of this Agreement, if the Department intends to terminate the Agreement, the Department shall notify the Agency of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.

c. If the Agreement is terminated before performance is completed, the Agency shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department's maximum financial assistance. If any portion of the Project is located on the Department's right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Agency.

d. In the event the Agency fails to perform or honor the requirements and provisions of this Agreement, the Agency shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.

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- e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Agency to comply with the Public Records provisions of Chapter 119, Florida Statutes.

9. Project Cost:

- a. The estimated total cost of the Project is \$1,250,000. This amount is based upon **Exhibit "B", Schedule of Financial Assistance**. The timeline for deliverables and distribution of estimated amounts between deliverables within a grant phase, as outlined in **Exhibit "B", Schedule of Financial Assistance**, may be modified by mutual written agreement of the Parties and does not require execution of an **Amendment to the Public Transportation Grant Agreement**. The timeline for deliverables and distribution of estimated amounts between grant phases requires an amendment executed by both Parties in the same form as this Agreement.
- b. The Department agrees to participate in the Project cost up to the maximum amount of \$1,000,000 and, the Department's participation in the Project shall not exceed 80.00% of the total eligible cost of the Project, and as more fully described in **Exhibit "B", Schedule of Financial Assistance**. The Agency agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits involved.

10. Compensation and Payment:

- a. **Eligible Cost.** The Department shall reimburse the Agency for allowable costs incurred as described in **Exhibit "A", Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**.
- b. **Deliverables.** The Agency shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A", Project Description and Responsibilities**. Modifications to the deliverables in **Exhibit "A", Project Description and Responsibilities** requires a formal written amendment.
- c. **Invoicing.** Invoices shall be submitted no more often than monthly by the Agency in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable, and verifiable deliverables as established in **Exhibit "A", Project Description and Responsibilities**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursement. Requests for reimbursement by the Agency shall include an invoice, progress report, and supporting documentation for the deliverables being billed that are acceptable to the Department. The Agency shall use the format for the invoice and progress report that is approved by the Department.
- d. **Supporting Documentation.** Supporting documentation must establish that the deliverables were received and accepted in writing by the Agency and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A", Project Description and Responsibilities** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F", Contract Payment Requirements**.
- e. **Travel Expenses.** The selected provision below is controlling regarding travel expenses:
- ☒ Travel expenses are NOT eligible for reimbursement under this Agreement.
- ☐ Travel expenses ARE eligible for reimbursement under this Agreement. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's

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Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes, and the most current version of the Department's Disbursement Handbook for Employees and Managers.

- f. Financial Consequences.** Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes, or the Department's Comptroller under Section 334.044(29), Florida Statutes. If the Department determines that the performance of the Agency is unsatisfactory, the Department shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Agency shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Agency will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Agency will not be reimbursed. If the deficiency is subsequently resolved, the Agency may bill the Department for the amount that was previously not reimbursed during the next billing period. If the Agency is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.
- g. Invoice Processing.** An Agency receiving financial assistance from the Department should be aware of the following time frames. Inspection or verification and approval of deliverables shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables are received, inspected or verified, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices that have to be returned to an Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agency who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

- h. Records Retention.** The Agency shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the Project records, together with supporting documents and records, of the Contractor and all subcontractors performing work on the Project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- i. Progress Reports.** Upon request, the Agency agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.

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- j. **Submission of Other Documents.** The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department may require as listed in **Exhibit "E", Program Specific Terms and Conditions** attached to and incorporated into this Agreement.
- k. **Offsets for Claims.** If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement that it has with the Agency owing such amount if, upon written demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- l. **Final Invoice.** The Agency must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- m. **Department's Performance and Payment Contingent Upon Annual Appropriation by the Legislature.** The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Agency. See **Exhibit "B", Schedule of Financial Assistance** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.
- n. **Limits on Contracts Exceeding \$25,000 and Term more than 1 Year.** In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:
- "The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."
- o. **Agency Obligation to Refund Department.** Any Project funds made available by the Department pursuant to this Agreement that are determined by the Department to have been expended by the Agency in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Agency files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.
- p. **Non-Eligible Costs.** In determining the amount of the payment, the Department will exclude all Project costs incurred by the Agency prior to the execution of this Agreement, costs incurred after the expiration of the Agreement, costs that are not provided for in **Exhibit "A", Project**

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Description and Responsibilities, and as set forth in **Exhibit “B”, Schedule of Financial Assistance**, costs agreed to be borne by the Agency or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangement that has not been approved in writing by the Department. Specific unallowable costs may be listed in **Exhibit “A”, Project Description and Responsibilities**.

11. General Requirements. The Agency shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

- a. Necessary Permits Certification.** The Agency shall certify to the Department that the Agency’s design consultant and/or construction contractor has secured the necessary permits.
- b. Right-of-Way Certification.** If the Project involves construction, then the Agency shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, even if no right-of-way is required.
- c. Notification Requirements When Performing Construction on Department’s Right-of-Way.** In the event the cost of the Project is greater than \$250,000.00, and the Project involves construction on the Department’s right-of-way, the Agency shall provide the Department with written notification of either its intent to:
 - i.** Require the construction work of the Project that is on the Department’s right-of-way to be performed by a Department prequalified contractor, or
 - ii.** Construct the Project utilizing existing Agency employees, if the Agency can complete said Project within the time frame set forth in this Agreement.
- d.** ☐ If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce.** In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).
- e.** ☐ If this box is checked, then the Agency is permitted to utilize **Indirect Costs: Reimbursement for Indirect Program Expenses** (select one):
 - i.** ☐ Agency has selected to seek reimbursement from the Department for actual indirect expenses (no rate).
 - ii.** ☐ Agency has selected to apply a de minimus rate of 10% to modified total direct costs. Note: The de minimus rate is available only to entities that have never had a negotiated indirect cost rate. When selected, the de minimus rate must be used consistently for all federal awards until such time the agency chooses to negotiate a rate. A cost policy statement and de minimis certification form must be submitted to the Department for review and approval.
 - iii.** ☐ Agency has selected to apply a state or federally approved indirect cost rate. A federally approved rate agreement or indirect cost allocation plan (ICAP) must be submitted annually.
- f. Agency Compliance with Laws, Rules, and Regulations, Guidelines, and Standards.** The Agency shall comply and require its contractors and subcontractors to comply with all terms

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and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

- g. Claims and Requests for Additional Work.** The Agency shall have the sole responsibility for resolving claims and requests for additional work for the Project. The Agency will make best efforts to obtain the Department's input in its decisions. The Department is not obligated to reimburse for claims or requests for additional work.

12. Contracts of the Agency:

- a. Approval of Third Party Contracts.** The Department specifically reserves the right to review and approve any and all third party contracts with respect to the Project before the Agency executes or obligates itself in any manner requiring the disbursement of Department funds, including consultant and purchase of commodities contracts, or amendments thereto. If the Department chooses to review and approve third party contracts for this Project and the Agency fails to obtain such approval, that shall be sufficient cause for nonpayment by the Department. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same. If Federal Transit Administration (FTA) funds are used in the Project, the Department must exercise the right to third party contract review.
- b. Procurement of Commodities or Contractual Services.** It is understood and agreed by the Parties hereto that participation by the Department in a project with the Agency, where said project involves the purchase of commodities or contractual services where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Section 287.017, Florida Statutes, is contingent on the Agency complying in full with the provisions of Section 287.057, Florida Statutes. The Agency's Authorized Official shall certify to the Department that the Agency's purchase of commodities or contractual services has been accomplished in compliance with Section 287.057, Florida Statutes. It shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B", Schedule of Financial Assistance**, or that is not consistent with the Project description and scope of services contained in **Exhibit "A", Project Description and Responsibilities** must be approved by the Department prior to Agency execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department, in accordance with this Agreement.
- c. Consultants' Competitive Negotiation Act.** It is understood and agreed by the Parties to this Agreement that participation by the Department in a project with the Agency, where said project involves a consultant contract for professional services, is contingent on the Agency's full compliance with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Agency's Authorized Official shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.
- d. Disadvantaged Business Enterprise (DBE) Policy and Obligation.** It is the policy of the Department that DBEs, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement. The Agency and its contractors agree to ensure that DBEs have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBEs have the opportunity to compete for and perform contracts. The Agency and its contractors

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and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

13. Maintenance Obligations. In the event the Project includes construction or the acquisition of commodities then the following provisions are incorporated into this Agreement:

- a. The Agency agrees to accept all future maintenance and other attendant costs occurring after completion of the Project for all improvements constructed or commodities acquired as part of the Project. The terms of this provision shall survive the termination of this Agreement.

14. Sale, Transfer, or Disposal of Department-funded Property:

- a. The Agency will not sell or otherwise transfer or dispose of any part of its title or other interests in real property, facilities, or equipment funded in any part by the Department under this Agreement without prior written approval by the Department.
- b. If a sale, transfer, or disposal by the Agency of all or a portion of Department-funded real property, facilities, or equipment is approved by the Department, the following provisions will apply:
 - i. The Agency shall reimburse the Department a proportional amount of the proceeds of the sale of any Department-funded property.
 - ii. The proportional amount shall be determined on the basis of the ratio of the Department funding of the development or acquisition of the property multiplied against the sale amount, and shall be remitted to the Department within ninety (90) days of closing of sale.
 - iii. Sale of property developed or acquired with Department funds shall be at market value as determined by appraisal or public bidding process, and the contract and process for sale must be approved in advance by the Department.
 - iv. If any portion of the proceeds from the sale to the Agency are non-cash considerations, reimbursement to the Department shall include a proportional amount based on the value of the non-cash considerations.
- c. The terms of provisions "a" and "b" above shall survive the termination of this Agreement.
 - i. The terms shall remain in full force and effect throughout the useful life of facilities developed, equipment acquired, or Project items installed within a facility, but shall not exceed twenty (20) years from the effective date of this Agreement.
 - ii. There shall be no limit on the duration of the terms with respect to real property acquired with Department funds.

15. Single Audit. The administration of Federal or State resources awarded through the Department to the Agency by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of Federal awards or State financial assistance or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Agency shall comply with all audit and audit reporting requirements as specified below.

Federal Funded:

- a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include but not be limited to on-site visits by

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Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to Federal awards provided through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO), or State of Florida Auditor General.

- b. The Agency, a non-Federal entity as defined by 2 CFR Part 200, Subpart F – Audit Requirements, as a subrecipient of a Federal award awarded by the Department through this Agreement, is subject to the following requirements:
- i. In the event the Agency expends a total amount of Federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Agency must have a Federal single or program-specific audit conducted for such fiscal year in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit “H”, Audit Requirements for Awards of Federal Financial Assistance**, to this Agreement provides the required Federal award identification information needed by the Agency to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining Federal awards expended in a fiscal year, the Agency must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the Department by this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.
 - ii. In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.
 - iii. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards, the Agency is exempt from Federal audit requirements for that fiscal year. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency’s audit period for each applicable audit year. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-Federal resources (*i.e.*, the cost of such an audit must be paid from the Agency’s resources obtained from other than Federal entities).
 - iv. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at <https://harvester.census.gov/facweb/> the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor’s report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor’s report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.

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- v. Within six months of acceptance of the audit report by the FAC, the Department will review the Agency's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this Agreement. If the Agency fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:
1. Temporarily withhold cash payments pending correction of the deficiency by the Agency or more severe enforcement action by the Department;
 2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
 3. Wholly or partly suspend or terminate the Federal award;
 4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and Federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the Federal awarding agency);
 5. Withhold further Federal awards for the Project or program;
 6. Take other remedies that may be legally available.
- vi. As a condition of receiving this Federal award, the Agency shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.
- vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

State Funded:

- a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Agency's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS), or State of Florida Auditor General.
- b. The Agency, a "nonstate entity" as defined by Section 215.97, Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement, is subject to the following requirements:

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- i. In the event the Agency meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "G", Audit Requirements for Awards of State Financial Assistance**, to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Agency to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Agency shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
- ii. In connection with the audit requirements, the Agency shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
- iii. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Agency's resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than State entities).
- iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0405
FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

- v. Any copies of financial reporting packages, reports, or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as

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applicable.

- vi. The Agency, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Agency in correspondence accompanying the reporting package.
 - vii. Upon receipt, and within six months, the Department will review the Agency's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Agency fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.
 - viii. As a condition of receiving state financial assistance, the Agency shall permit the Department or its designee, DFS, or the Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.
- c. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, DFS, or State of Florida Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department or its designee, DFS, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

16. Notices and Approvals. Notices and approvals referenced in this Agreement must be obtained in writing from the Parties' respective Administrators or their designees.

17. Restrictions, Prohibitions, Controls and Labor Provisions:

- a. **Convicted Vendor List.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- b. **Discriminatory Vendor List.** In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

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- c. **Non-Responsible Contractors.** An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied, or have further been determined by the Department to be a non-responsible contractor, may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.
- d. **Prohibition on Using Funds for Lobbying.** No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.
- e. **Unauthorized Aliens.** The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
- f. **Procurement of Construction Services.** If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and at the time of the competitive solicitation for the Project, 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.0991, Florida Statutes.
- g. **E-Verify.** The Agency shall:
 - i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the contract; and
 - ii. Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- h. **Projects with Non-profit Organizations.** Pursuant to Section 216.1366, Florida Statutes, if the Agency is a nonprofit organization as defined in Section 215.97(2)(m), Florida Statutes, the Agency shall provide documentation to indicate the amount of state funds:
 - i. Allocated to be used during the full term of this Agreement for remuneration to any member of the board of directors or an officer of the Agency
 - ii. Allocated under each payment by the Department to be used for remuneration of any member of the board of directors or an officer of the Agency. The documentation must indicate the amounts and recipients of the remuneration.

Such information will be posted by the Department to the Florida Accountability Contract Tracking System maintained pursuant to Section 215.985, F.S., and must additionally be posted to the Agency's website, if the Agency is a non-profit organization and maintains a website. The Agency shall utilize the Department's Form 350-090-19, Compensation to Non-Profits Using State Funds, for purposes of documenting the compensation. The subject Form is required for every contract for services executed, amended, or extended on or after July 1, 2023, with non-profit organizations.

Pursuant to Section 216.1366, F.S., the term:

- iii. "Officer" means a chief executive officer, chief financial officer, chief operating officer, or any other position performing and equivalent function.
- iv. "Remuneration" means all compensation earned by or awarded to personnel, whether paid or accrued, regardless of contingency, including bonuses, accrued paid time off,

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severance payments, incentive payments, contributions to a retirement plan or in-kind payments, reimbursements, or allowances for moving expenses, vehicles and other transportation, telephone services, medical services, housing and meals.

- v. "State Funds" means funds paid from the General Revenue Fund or any state trust fund, funds allocated by the Federal Government and distributed by the state, or funds appropriated by the Federal Government and distributed by the state, or funds appropriated by the state for distribution through any grant program. The term does not include funds used for the Medicaid program.

- i. **Design Services and Construction Engineering and Inspection Services.** If the Project is wholly or partially funded by the Department and administered by a local governmental entity, except for a seaport listed in Section 311.09, Florida Statutes, or an airport as defined in Section 332.004, Florida Statutes, the entity performing design and construction engineering and inspection services may not be the same entity.

18. Indemnification and Insurance:

- a. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Agency guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Agency or any subcontractor, in connection with this Agreement. Additionally, to the extent permitted by law and as limited by and pursuant to the provisions of Section 768.28, Florida Statutes, the Agency shall indemnify, defend, and hold harmless the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Agency and persons employed or utilized by the Agency in the performance of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the Department's or the Agency's sovereign immunity. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the Department's or the Agency's sovereign immunity. This indemnification shall survive the termination of this Agreement. Additionally, the Agency agrees to include the following indemnification in all contracts with contractors/subcontractors and consultants/subconsultants who perform work in connection with this Agreement:

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

This indemnification shall survive the termination of this Agreement."

- b. The Agency shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultant(s) have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation Insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include

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operators or other personnel who are employees of independent contractors, sole proprietorships, or partners are covered by insurance required under Florida's Workers' Compensation law.

- c. If the Agency elects to self-perform the Project, then the Agency may self-insure. If the Agency elects to hire a contractor or consultant to perform the Project, then the Agency shall carry, or cause its contractor or consultant to carry, Commercial General Liability insurance providing continuous coverage for all work or operations performed under this Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. The Agency shall cause, or cause its contractor or consultant to cause, the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Agency is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.
- d. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Agency shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than \$2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than \$6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.
- e. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

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Form 725-000-01
STRATEGIC
DEVELOPMENT
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19. Miscellaneous:

- a. **Environmental Regulations.** The Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith.
- b. **Non-Admission of Liability.** In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- c. **Severability.** If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- d. **Agency not an agent of Department.** The Agency and the Department agree that the Agency, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- e. **Bonus or Commission.** By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- f. **Non-Contravention of State Law.** Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing so that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.
- g. **Execution of Agreement.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- h. **Federal Award Identification Number (FAIN).** If the FAIN is not available prior to execution of the Agreement, the Department may unilaterally add the FAIN to the Agreement without approval of the Agency and without an amendment to the Agreement. If this occurs, an updated Agreement that includes the FAIN will be provided to the Agency and uploaded to the Department of Financial Services' Florida Accountability Contract Tracking System (FACTS).
- i. **Inspector General Cooperation.** The Agency agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.
- j. **Law, Forum, and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Agency agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

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

**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

AGENCY City of Leesburg

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____

By: _____

Name: _____

Name: C. Jack Adkins

Title: _____

Title: Director of Transportation Development

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
Legal Review:

Daniel L. McDermott

EXHIBIT A

Project Description and Responsibilities

A. Project Description (description of Agency's project to provide context, description of project components funded via this Agreement (if not the entire project)): The existing fuel farm was built in 2001. It is currently located near the Air Traffic Control Tower (ATCT) at the far side of the main apron from the Fixed Base Operator (FBO). The current master plan indicates that the fuel farm should be relocated closer to the FBO. This project is for the construction of the new fuel farm and decommissioning of the existing fuel farm.

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

C. Project Scope (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): As required by 215.971, F.S., this scope of work includes but is not limited to design services, bid and award services, consultant and consultant construction administration, survey and geotechnical, permitting, construction inspection and material testing, mobilization and demobilization, maintenance of traffic (MOT), erosion control, pavement, drainage, utilities, primary power and backup power supplies, pavement marking, fuel tanks, dispensers, piping, fuel spill prevention and contamination systems, decommissioning of the existing fuel farm (tank removal or capping). permitting, pavement (access roadways, parking lots, and sidewalks), lighting and signage, fencing and gates, landscaping; and security system, including all materials, equipment, labor, and incidentals required to complete the fuel farm project.

The specifics of the Project Scope for construction are described in and limited by the Contract Drawings for the Construction identified as "Aviation Fuel Facility at Leesburg Airport" prepared by GAI Consultants, Inc., dated June 2023, together with all plan updates, necessary design variation, exceptions, and change orders approved by the Agency." The Sponsor will comply with Aviation Program Assurances.

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

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

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

F. Transit Operating Grant Requirements (Transit Only):

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

GENERAL NOTES

1. SELECTION OF EITHER DESIGN OPTION SHALL BE AS DETERMINED BY THE OWNER.
2. ALTERNATIVE (ULT) A CONSISTS OF A FUEL FARM WITH TWO (2) 10,000 GALLON FUEL TANKS.
3. ALTERNATIVE (ULT) B CONSISTS OF A FUEL FARM WITH ONE (1) 10,000 GALLON FUEL TANK.
4. FUEL TRUCKS SHALL NOT BE REQUIRED TO ENTER THE MOVEMENT AREA UNDER ANY CIRCUMSTANCES. ACCESS TO THE NEW SELF-SERVE AREA CAN BE VIA THE MAIN AIRCRAFT PARKING APRON OR THE ASPHALT ACCESS ROAD.
5. SANITARY SEWER SERVICE OPTIONS SHALL BE SELECTED AS DIRECTED BY THE CITY OF LEESBURG BUILDING DEPARTMENT, POB, AND COUNTY PROGRAMS.



FUEL TRUCK ACCESS ROUTE (TYP.)



FUEL FARM CONSTRUCTION BARRICADE - WORK AREA A (TYP.)



FUEL FARM CONSTRUCTION BARRICADE - WORK AREA B (TYP.)

FUTURE SIMULATION



NEW CONCRETE FUELING AREA PAVEMENT SECTION WITH FUEL RESISTANT SEAL COAT



NEW ASPHALT PAVEMENT



NEW CONCRETE OPTIONAL ASPHALT RECONSTRUCTION PAVEMENT SECTION FOR FUEL TRUCK ACCESS

C1 GENERAL NOTES AND SHEET LEGEND

SANITARY SEWER OPTION A: NEW SMALL PACKAGE LIFT STATION, B: ONE OR EQUIVALENT, AND NEW 1/4" SANITARY FORCE MAIN, 480' UP TO THE EXISTING GRAVITY SEWER ALONG WALDO DRIVE.

SANITARY SEWER OPTION B: NEW 8" RPT, TANK AND GRAVITY FIELD.

NEW DRY RETENTION INFILTRATION SINKHOLE DRAIN.

NEW 18" RPT AND SECTION.

NEW CONCRETE STORM DRAINAGE PIPE.

NEW CONCRETE STORM DRAINAGE PIPE.

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A1 OPTION 2: NEW/RELOCATED SELF-SERVE FUELING AREA PLAN



DATE: MARCH 2022

FUEL FARM STUDY - LEESBURG INTERNATIONAL AIRPORT OPTION 2: NEW/RELOCATED SELF-SERVE FUELING AREA



1725 SOUTH US HWY 170
SPRINGFIELD, FLORIDA 32007
PH: 407.423.6300

SHEET

EXHIBIT



GRAPHIC SCALE
30 0 30 60

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
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Form 725-000-02
STRATEGIC
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EXHIBIT B

Schedule of Financial Assistance

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

A. Fund Type and Fiscal Year:

Financial Management Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
444873-2-94-01	DDR	088719	2025	751000	55.004	Aviation Grant Program	\$295,698.00
444873-2-94-01	DPTO	088719	2025	751000	55.004	Aviation Grant Program	\$704,302.00
444873-2-94-01	LF	088719	2025	751000	55.004	Aviation Grant Program	\$250,000.00
Total Financial Assistance							\$1,250,000.00

B. Estimate of Project Costs by Grant Phase:

Phases*	State	Local	Federal	Totals	State %	Local %	Federal %
Land Acquisition	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Planning	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Environmental/Design/Construction	\$1,000,000.00	\$250,000.00	\$0.00	\$1,250,000.00	80.00	20.00	0.00
Capital Equipment/ Preventative Maintenance	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Match to Direct Federal Funding	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Mobility Management (Transit Only)	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Totals	\$1,000,000.00	\$250,000.00	\$0.00	\$1,250,000.00			

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

Scope Code and/or Activity Line Item (ALI) (Transit Only)	
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BUDGET/COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

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

Luci Taylor

Department Grant Manager Name

Signature

Date

**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS****EXHIBIT C****TERMS AND CONDITIONS OF CONSTRUCTION****1. Design and Construction Standards and Required Approvals.**

- a. The Agency understands that it is responsible for the preparation and certification of all design plans for the Project. The Agency shall hire a qualified consultant for the design phase of the Project or, if applicable, the Agency shall require their design-build contractor or construction management contractor to hire a qualified consultant for the design phase of the Project.
- b. Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Agency for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Agency shall not begin the construction phase of the Project until the Department issues a Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Agency shall request a Notice to Proceed from the Department's Project Manager, Luci Taylor (email: luciana.taylor@dot.state.fl.us) or from an appointed designee. Any construction phase work performed prior to the execution of this required Notice to Proceed is not subject to reimbursement.
- c. The Agency will provide one (1) copy of the final design plans and specifications and final bid documents to the Department's Project Manager prior to bidding or commencing construction of the Project.
- d. The Agency shall require the Agency's contractor to post a payment and performance bond in accordance with applicable law(s).
- e. The Agency shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that the construction work will meet all applicable Agency and Department standards.
- f. Upon completion of the work authorized by this Agreement, the Agency shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineer's Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached to this Exhibit. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans or specifications, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.

2. Construction on the Department's Right of Way. If the Project involves construction on the Department's right-of-way, then the following provisions apply to any and all portions of the Project that are constructed on the Department's right-of-way:

- a. The Agency shall hire a qualified contractor using the Agency's normal bid procedures to perform the construction work for the Project. The Agency must certify that the installation of the Project is completed by a Contractor prequalified by the Department as required by Section 2 of the Standard Specifications for Road and Bridge Construction (2016), as amended, unless otherwise approved by the Department in writing or the Contractor exhibits past project experience in the last five years that are comparable in scale, composition, and overall quality to the site characterized within the scope of services of this Project.

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- b. Construction Engineering Inspection (CEI) services will be provided by the Agency by hiring a Department prequalified consultant firm including one individual that has completed the Advanced Maintenance of Traffic Level Training, unless otherwise approved by the Department in writing. The CEI staff shall be present on the Project at all times that the contractor is working. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall approve all CEI personnel. The CEI firm shall not be the same firm as that of the Engineer of Record for the Project. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Notwithstanding the foregoing, the Department may issue a written waiver of the CEI requirement for portions of Projects involving the construction of bus shelters, stops, or pads.
- c. The Project shall be designed and constructed in accordance with the latest edition of the Department's Standard Specifications for Road and Bridge Construction, the Department Design Standards, and the Manual of Uniform Traffic Control Devices (MUTCD). The following guidelines shall apply as deemed appropriate by the Department: the Department Structures Design Manual, AASHTO Guide Specifications for the Design of Pedestrian Bridges, AASHTO LRFD Bridge Design Specifications, Florida Design Manual, Manual for Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (the "Florida Green Book"), and the Department Traffic Engineering Manual. The Agency will be required to submit any construction plans required by the Department for review and approval prior to any work being commenced. Should any changes to the plans be required during construction of the Project, the Agency shall be required to notify the Department of the changes and receive approval from the Department prior to the changes being constructed. The Agency shall maintain the area of the Project at all times and coordinate any work needs of the Department during construction of the Project.
- d. The Agency shall notify the Department a minimum of 48 hours before beginning construction within Department right-of-way. The Agency shall notify the Department should construction be suspended for more than 5 working days. The Department contact person for construction is Luci Taylor.
- e. The Agency shall be responsible for monitoring construction operations and the maintenance of traffic (MOT) throughout the course of the Project in accordance with the latest edition of the Department Standard Specifications, section 102. The Agency is responsible for the development of a MOT plan and making any changes to that plan as necessary. The MOT plan shall be in accordance with the latest version of the Department Design Standards, Index 600 series. Any MOT plan developed by the Agency that deviates from the Department Design Standards must be signed and sealed by a professional engineer. MOT plans will require approval by the Department prior to implementation.
- f. The Agency shall be responsible for locating all existing utilities, both aerial and underground, and for ensuring that all utility locations be accurately documented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility.
- g. The Agency will be responsible for obtaining all permits that may be required by other agencies or local governmental entities.
- h. It is hereby agreed by the Parties that this Agreement creates a permissive use only and all improvements located on the Department's right-of-way resulting from this Agreement shall become the property of the Department. Neither the granting of the permission to use the Department right of way nor the placing of facilities upon the Department property shall operate to create or vest any property right to or in the Agency, except as may otherwise be provided in separate agreements. The Agency shall not acquire any right, title, interest or

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estate in Department right of way, of any nature or kind whatsoever, by virtue of the execution, operation, effect, or performance of this Agreement including, but not limited to, the Agency's use, occupancy or possession of Department right of way. The Parties agree that this Agreement does not, and shall not be construed to, grant credit for any future transportation concurrency requirements pursuant to Chapter 163, F.S.

- i. The Agency shall not cause any liens or encumbrances to attach to any portion of the Department's property, including but not limited to, the Department's right-of-way.
- j. The Agency shall perform all required testing associated with the design and construction of the Project. Testing results shall be made available to the Department upon request. The Department shall have the right to perform its own independent testing during the course of the Project.
- k. The Agency shall exercise the rights granted herein and shall otherwise perform this Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards and permits, as the same may be constituted and amended from time to time, including, but not limited to, those of the Department, applicable Water Management District, Florida Department of Environmental Protection, the United States Environmental Protection Agency, the United States Army Corps of Engineers, the United States Coast Guard and local governmental entities.
- l. If the Department determines a condition exists which threatens the public's safety, the Department may, at its discretion, cause construction operations to cease and immediately have any potential hazards removed from its right-of-way at the sole cost, expense, and effort of the Agency. The Agency shall bear all construction delay costs incurred by the Department.
- m. The Agency shall be responsible to maintain and restore all features that might require relocation within the Department right-of-way.
- n. The Agency will be solely responsible for clean up or restoration required to correct any environmental or health hazards that may result from construction operations.
- o. The acceptance procedure will include a final "walk-through" by Agency and Department personnel. Upon completion of construction, the Agency will be required to submit to the Department final as-built plans and an engineering certification that construction was completed in accordance to the plans. Submittal of the final as-built plans shall include one complete set of the signed and sealed plans on 11" X 17" plan sheets and an electronic copy prepared in Portable Document Format (PDF). Prior to the termination of this Agreement, the Agency shall remove its presence, including, but not limited to, all of the Agency's property, machinery, and equipment from Department right-of-way and shall restore those portions of Department right of way disturbed or otherwise altered by the Project to substantially the same condition that existed immediately prior to the commencement of the Project.
- p. If the Department determines that the Project is not completed in accordance with the provisions of this Agreement, the Department shall deliver written notification of such to the Agency. The Agency shall have thirty (30) days from the date of receipt of the Department's written notice, or such other time as the Agency and the Department mutually agree to in writing, to complete the Project and provide the Department with written notice of the same (the "Notice of Completion"). If the Agency fails to timely deliver the Notice of Completion, or if it is determined that the Project is not properly completed after receipt of the Notice of Completion, the Department, within its discretion may: 1) provide the Agency with written authorization granting such additional time as the Department deems appropriate to correct the deficiency(ies); or 2) correct the deficiency(ies) at the Agency's sole cost and expense,

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without Department liability to the Agency for any resulting loss or damage to property, including, but not limited to, machinery and equipment. If the Department elects to correct the deficiency(ies), the Department shall provide the Agency with an invoice for the costs incurred by the Department and the Agency shall pay the invoice within thirty (30) days of the date of the invoice.

- q. The Agency shall implement best management practices for erosion and pollution control to prevent violation of state water quality standards. The Agency shall be responsible for the correction of any erosion, shoaling, or water quality problems that result from the construction of the Project.
- r. Portable Traffic Monitoring Site (PTMS) or a Telemetry Traffic Monitoring Site (TTMS) may exist within the vicinity of your proposed work. It is the responsibility of the Agency to locate and avoid damage to these sites. If a PTMS or TTMS is encountered during construction, the Department must be contacted immediately.
- s. During construction, highest priority must be given to pedestrian safety. If permission is granted to temporarily close a sidewalk, it should be done with the express condition that an alternate route will be provided, and shall continuously maintain pedestrian features to meet Americans Disability Act (ADA) standards.
- t. Restricted hours of operation will be as follows, unless otherwise approved by the Department's District Construction Engineer or designee (insert hours and days of the week for restricted operation): Not Applicable
- u. Lane closures on the state road system must be coordinated with the Public Information Office at least two weeks prior to the closure. The contact information for the Department's Public Information Office is:

Insert District PIO contact info:

800-780-7102

Note: (Highlighted sections indicate need to confirm information with District Office or appropriate DOT person managing the Agreement)

3. **Engineer's Certification of Compliance.** The Agency shall complete and submit and if applicable Engineer's Certification of Compliance to the Department upon completion of the construction phase of the Project.

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PUBLIC TRANSPORTATION GRANT AGREEMENT
BETWEEN
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
and _____

PROJECT DESCRIPTION: _____

DEPARTMENT CONTRACT NO.: _____

FINANCIAL MANAGEMENT NO.: _____

In accordance with the Terms and Conditions of the Public Transportation Grant Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification, the Agency shall furnish the Department a set of "as-built" plans for construction on the Department's Right of Way certified by the Engineer of Record/CEI.

By: _____, P.E.

SEAL:

Name: _____

Date: _____

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EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED

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EXHIBIT E

**PROGRAM SPECIFIC TERMS AND CONDITIONS - AVIATION
AVIATION PROGRAM ASSURANCES**

A. General.

1. The assurances herein shall form an integral part of the Agreement between the Department and the Agency.
2. These assurances delineate the obligations of the Parties to this Agreement to ensure their commitment and compliance with specific provisions of **Exhibit “A”, Project Description and Responsibilities**, and **Exhibit “B”, Schedule of Financial Assistance**, as well as serving to protect public investment in public-use airports and the continued viability of the Florida Aviation System.
3. The Agency shall comply with the assurances as specified in this Agreement.
4. The terms and assurances of this Agreement shall remain in full force and effect throughout the useful life of a facility developed; equipment acquired; or Project items installed within a facility for an airport development or noise compatibility program project, but shall not exceed 20 years from the effective date of this Agreement.
5. There shall be no limit on the duration of the terms and assurances of this Agreement regarding Exclusive Rights and Airport Revenue so long as the property is used as a public airport.
6. There shall be no limit on the duration of the terms and assurances of this Agreement with respect to real property acquired with funds provided by this Agreement.
7. Subject to appropriations, the Department shall continue to comply with its financial commitment to this Project under the terms of this Agreement, until such time as the Department may determine that the Agency has failed to comply with the terms and assurances of this Agreement.
8. An Agency that has been determined by the Department to have failed to comply with either the terms of these Assurances, or the terms of the Agreement, or both, shall be notified, in writing, by the Department, identifying the specifics of the non-compliance and any corrective action by the Agency to remedy the failure.
9. Failure by the Agency to satisfactorily remedy the non-compliance shall absolve the Department's continued financial commitment to this Project and immediately require the Agency to repay the Department the full amount of funds expended by the Department on this Project.
10. Any history of failure to comply with the terms and assurances of an Agreement will jeopardize the Agency's eligibility for further state funding of airport projects by the Department.

B. Agency Compliance Certification.

1. **General Certification.** The Agency hereby certifies, with respect to this Project, it will comply, within its authority, with all applicable, current laws and rules of the State of Florida and applicable local governments, as well as Department policies, guidelines, and requirements, including but not limited to, the following (latest version of each document):
 - a. **Florida Statutes (F.S.)**
 - Chapter 163, F.S., Intergovernmental Programs
 - Chapter 329, F.S., Aircraft: Title; Liens; Registration; Liens
 - Chapter 330, F.S., Regulation of Aircraft, Pilots, and Airports
 - Chapter 331, F.S., Aviation and Aerospace Facilities and Commerce
 - Chapter 332, F.S., Airports and Other Air Navigation Facilities
 - Chapter 333, F.S., Airport Zoning

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b. Florida Administrative Code (FAC)

- Chapter 73C-41, FAC, Community Planning; Governing the Procedure for the Submittal and Review of Local Government Comprehensive Plans and Amendments
- Chapter 14-60, FAC, Airport Licensing, Registration, and Airspace Protection
- Section 62-256.300, FAC, Open Burning, Prohibitions
- Section 62-701.320(13), FAC, Solid Waste Management Facility Permit Requirements, General, Airport Safety

c. Local Government Requirements

- Airport Zoning Ordinance
- Local Comprehensive Plan

d. Department Requirements

- Eight Steps of Building a New Airport
- Florida Airport Revenue Use Guide
- Florida Aviation Project Handbook
- Guidebook for Airport Master Planning
- Airport Compatible Land Use Guidebook

- 2. Construction Certification.** The Agency hereby certifies, with respect to a construction-related project, that all design plans and specifications will comply with applicable federal, state, local, and professional standards, as well as Federal Aviation Administration (FAA) Advisory Circulars (AC's) and FAA issued waivers thereto, including but not limited to, the following:

a. Federal Requirements

- FAA AC 70/7460-1, Obstruction Marking and Lighting
- FAA AC 150/5300-13, Airport Design
- FAA AC 150/5370-2, Operational Safety on Airports During Construction
- FAA AC 150/5370-10, Standards for Specifying Construction of Airports

b. Local Government Requirements

- Local Building Codes
- Local Zoning Codes

c. Department Requirements

- Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (Commonly Referred to as the "Florida Green Book")
- Manual on Uniform Traffic Control Devices
- Section 14-60.007, FAC, Airfield Standards for Licensed Airports
- Standard Specifications for Construction of General Aviation Airports
- Design Guidelines & Minimum Standard Requirements for T-Hangar Projects

- 3. Land Acquisition Certification.** The Agency hereby certifies, regarding land acquisition, that it will comply with applicable federal and/or state policies, regulations, and laws, including but not limited to the following:

a. Federal Requirements

- Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970
- National Environmental Policy of 1969
- FAA Order 5050.4, National Environmental Policy Act Implementing Instructions for Airport Projects
- FAA Order 5100.37B, Land Acquisition and Relocation Assistance for Airport Projects

b. Florida Requirements

- Chapter 73, F.S., Eminent Domain (re: Property Acquired Through Condemnation)
- Chapter 74, F.S., Proceedings Supplemental to Eminent Domain (re: Condemnation)
- Section 286.23, F.S., Public Business: Miscellaneous Provisions

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C. Agency Authority.

- 1. Legal Authority.** The Agency hereby certifies, with respect to this Agreement, that it has the legal authority to enter into this Agreement and commit to this Project; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the airport sponsor's governing body authorizing this Agreement, including assurances contained therein, and directing and authorizing the person identified as the official representative of the governing body to act on its behalf with respect to this Agreement and to provide any additional information as may be required.
- 2. Financial Authority.** The Agency hereby certifies, with respect to this Agreement, that it has sufficient funds available for that portion of the Project costs which are not paid by the U.S. Government or the State of Florida; that it has sufficient funds available to assure future operation and maintenance of items funded by this Project, which it will control; and that authority has been granted by the airport sponsor governing body to commit those funds to this Project.

D. Agency Responsibilities. The Agency hereby certifies it currently complies with or will comply with the following responsibilities:

1. Accounting System.

- a. The Agency shall create and maintain a separate account to document all of the financial transactions related to the airport as a distinct entity.
- b. The accounting records shall be kept by the Agency or its authorized representative in accordance with Generally Accepted Accounting Principles and in an accounting system that will facilitate an effective audit in accordance with the 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and Section 215.97, F.S., Florida Single Audit Act.
- c. The Department has the right to audit and inspect all financial records of the Agency upon reasonable notice.

2. Good Title.

- a. The Agency holds good title, satisfactory to the Department, to the airport or site thereof, or gives assurance, satisfactory to the Department, that good title will be obtained.
- b. For noise compatibility program projects undertaken on the airport sponsor's property, the Agency holds good title, satisfactory to the Department, to that portion of the property upon which state funds will be expended, or gives assurance, satisfactory to the Department, that good title will be obtained.

3. Preserving Rights and Powers.

- a. The Agency shall not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms and assurances of this Agreement without the written approval of the Department. Further, the Agency shall act promptly to acquire, extinguish, or modify, in a manner acceptable to the Department, any outstanding rights or claims of right of others which would interfere with such performance by the Agency.
- b. If an arrangement is made for management and operation of the airport by any entity or person other than the Agency or an employee of the Agency, the Agency shall reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with the terms and assurances of this Agreement.

4. Hazard Removal and Mitigation.

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- a. For airport hazards located on airport controlled property, the Agency shall clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.
- b. For airport hazards not located on airport controlled property, the Agency shall work in conjunction with the governing public authority or private land owner of the property to clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards. The Agency may enter into an agreement with surrounding property owners or pursue available legal remedies to remove potential hazards to air navigation.

5. Airport Compatible Land Use.

- a. The Agency assures that appropriate airport zoning ordinances are in place consistent with Section 333.03, F.S., or if not in place, that it will take appropriate action necessary to ensure local government adoption of an airport zoning ordinance or execution of an interlocal agreement with another local government body having an airport zoning ordinance, consistent with the provisions of Section 333.03, F.S.
- b. The Agency assures that it will disapprove or oppose any attempted alteration or creation of objects, natural or man-made, dangerous to navigable airspace or that would adversely affect the current or future levels of airport operations.
- c. The Agency assures that it will disapprove or oppose any attempted change in local land use development regulations that would adversely affect the current or future levels of airport operations by creation or expansion of airport incompatible land use areas.

6. Consistency with Local Government Plans.

- a. The Agency assures the Project is consistent with the currently existing and planned future land use development plans approved by the local government having jurisdictional responsibility for the area surrounding the airport.
- b. The Agency assures that it has given fair consideration to the interest of local communities and has had reasonable consultation with those parties affected by the Project.
- c. The Agency shall consider and take appropriate actions, if deemed warranted by the Agency, to adopt the current, approved Airport Master Plan into the local government comprehensive plan.

7. Consistency with Airport Master Plan and Airport Layout Plan.

- a. The Agency assures that the project, covered by the terms and assurances of this Agreement, is consistent with the most current Airport Master Plan.
- b. The Agency assures that the Project, covered by the terms and assurances of this Agreement, is consistent with the most current, approved Airport Layout Plan (ALP), which shows:
 - 1) The boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the Agency for airport purposes and proposed additions thereto;
 - 2) The location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars, and roads), including all proposed extensions and reductions of existing airport facilities; and
 - 3) The location of all existing and proposed non-aviation areas on airport property and of all existing improvements thereon.

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- c. The Agency assures that it will not make or permit any changes or alterations on the airport or any of its facilities that are not consistent with the Airport Master Plan and the Airport Layout Plan, as approved by the Department.
- d. Original Airport Master Plans and Airport Layout Plans and each amendment, revision, or modification thereof, will be subject to the approval of the Department.

8. Airport Financial Plan.

- a. The Agency assures that it will develop and maintain a cost-feasible Airport financial plan to accomplish the projects necessary to achieve the proposed airport improvements identified in the Airport Master Plan and depicted in the Airport Layout Plan, and any updates thereto. The Agency's Airport financial plan must comply with the following conditions:
 - 1) The Airport financial plan will be a part of the Airport Master Plan.
 - 2) The Airport financial plan will realistically assess project phasing considering availability of state and local funding and likelihood of federal funding under the FAA's priority system.
 - 3) The Airport financial plan will not include Department funding for projects that are inconsistent with the local government comprehensive plan.
- b. All Project cost estimates contained in the Airport financial plan shall be entered into and kept current in the Florida Aviation Database (FAD) Joint Automated Capital Improvement Program (JACIP) website.

- 9. Airport Revenue.** The Agency assures that all revenue generated by the airport will be expended for capital improvement or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the air transportation of passengers or property, or for environmental or noise mitigation purposes on or off the airport.

10. Fee and Rental Structure.

- a. The Agency assures that it will maintain a fee and rental structure for facilities and services at the airport that it will make the airport as self-sustaining as possible under the circumstances existing at the particular airport.
- b. If this Agreement results in a facility that will be leased or otherwise produce revenue, the Agency assures that the price charged for that facility will be based on the market value.

11. Public-Private Partnership for Aeronautical Uses.

- a. If the airport owner or operator and a person or entity that owns an aircraft or an airport tenant or potential tenant agree that an aircraft hangar or tenant-specific facility, respectively, is to be constructed on airport property for aircraft storage or tenant use at the expense of the aircraft owner or tenant, the airport owner or operator may grant to the aircraft owner or tenant of the facility a lease that is subject to such terms and conditions on the facility as the airport owner or operator may impose, subject to approval by the Department.
- b. The price charged for said lease will be based on market value, unless otherwise approved by the Department.

12. Economic Nondiscrimination.

- a. The Agency assures that it will make the airport available as an airport for public use on reasonable terms without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public.
 - 1) The Agency may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

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- 2) The Agency may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

- b. The Agency assures that each airport Fixed-Based Operator (FBO) shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other FBOs making the same or similar uses of such airport and utilizing the same or similar facilities.

13. Air and Water Quality Standards. The Agency assures that all projects involving airport location, major runway extension, or runway location will be located, designed, constructed, and operated so as to comply with applicable air and water quality standards.

14. Operations and Maintenance.

- a. The Agency assures that the airport and all facilities, which are necessary to serve the aeronautical users of the airport, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable federal and state agencies for maintenance and operation, as well as minimum standards established by the Department for State of Florida licensing as a public-use airport.
 - 1) The Agency assures that it will not cause or permit any activity or action thereon which would interfere with its use for airport purposes.
 - 2) Except in emergency situations, any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Department.
 - 3) The Agency assures that it will have arrangements for promptly notifying airmen of any condition affecting aeronautical use of the airport.
- b. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when adverse weather conditions interfere with safe airport operations.

15. Federal Funding Eligibility.

- a. The Agency assures it will take appropriate actions to maintain federal funding eligibility for the airport and it will avoid any action that renders the airport ineligible for federal funding.
- b. If the Agency becomes ineligible for federal funding of airport projects, such determination will render the Agency ineligible for state funding of airport projects.

16. Project Implementation.

- a. The Agency assures that it will begin making expenditures or incurring obligations pertaining to this Project within one year after the effective date of this Agreement.
- b. The Agency may request a one-year extension of this one-year time period, subject to approval by the Department District Secretary or designee.
- c. Failure of the Agency to make expenditures, incur obligations or receive an approved extension may allow the Department to terminate this Agreement.

17. Exclusive Rights. The Agency assures that it will not permit any exclusive right for use of the airport by any person providing, or intending to provide, aeronautical services to the public.

18. Airfield Access.

- a. The Agency assures that it will not grant or allow general easement or public access that opens onto or crosses the airport runways, taxiways, flight line, passenger facilities, or any area used for emergency

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equipment, fuel, supplies, passengers, mail and freight, radar, communications, utilities, and landing systems, including but not limited to flight operations, ground services, emergency services, terminal facilities, maintenance, repair, or storage, except for those normal airport providers responsible for standard airport daily services or during special events at the airport open to the public with limited and controlled access.

- b. The Agency assures that it will not grant or allow general easement or public access to any portion of the airfield from adjacent real property which is not owned, operated, or otherwise controlled by the Agency without prior Department approval.

19. Retention of Rights and Interests. The Agency will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the real property shown as airport owned or controlled on the current airport layout plan without prior written approval by the Department. It will not sell, lease, encumber, terminate, waive, or otherwise transfer or dispose of any part of its title, rights, or other interest in existing noise easements or aviation easements on any property, airport or non-airport, without prior written approval by the Department. These assurances shall not limit the Agency's right to lease airport property for airport-compatible purposes.

20. Consultant, Contractor, Scope, and Costs.

- a. The Department has the right to disapprove the Agency's employment of consultants, contractors, and subcontractors for all or any part of this Project if the specific consultants, contractors, or subcontractors have a record of poor project performance with the Department.
- b. Further, the Department maintains the right to disapprove the proposed Project scope and cost of professional services.

21. Planning Projects. For all planning projects or other aviation studies, the Agency assures that it will:

- a. Execute the project per the approved project narrative or with approved modifications.
- b. Furnish the Department with such periodic project and work activity reports as indicated in the approved scope of services.
- c. Make such project materials available for public review, unless exempt from public disclosure.
 - 1) Information related to airport security is considered restricted information and is exempt from public dissemination per Sections 119.071(3) and 331.22 F.S.
 - 2) No materials prepared under this Agreement shall be subject to copyright in the United States or any other country.
- d. Grant the Department unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this Agreement.
- e. If the Project involves developing an Airport Master Plan or an Airport Layout Plan, and any updates thereto, it will be consistent with provisions of the Florida Aviation System Plan, will identify reasonable future growth of the airport and the Agency will comply with the Department airport master planning guidebook, including:
 - 1) Provide copies, in electronic and editable format, of final Project materials to the Department, including computer-aided drafting (CAD) files of the Airport Layout Plan.
 - 2) Develop a cost-feasible financial plan, approved by the Department, to accomplish the projects described in the Airport Master Plan or depicted in the Airport Layout Plan, and any updates thereto. The cost-feasible financial plan shall realistically assess Project phasing considering availability of state and local funding and federal funding under the FAA's priority system.
 - 3) Enter all projects contained in the cost-feasible plan in the Joint Automated Capital Improvement Program (JACIP).

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- f. The Agency understands and agrees that Department approval of this Agreement or any planning material developed as part of this Agreement does not constitute or imply any assurance or commitment on the part of the Department to approve any pending or future application for state aviation funding.
- g. The Agency will submit master planning draft and final deliverables for Department and, if required, FAA approval prior to submitting any invoices to the Department for payment.

22. Land Acquisition Projects. For the purchase of real property, the Agency assures that it will:

- a. **Laws.** Acquire the land in accordance with federal and/or state laws governing such action.
- b. **Administration.** Maintain direct control of Project administration, including:
 - 1) Maintain responsibility for all related contract letting and administrative procedures related to the purchase of real property.
 - 2) Secure written Department approval to execute each agreement for the purchase of real property with any third party.
 - 3) Ensure a qualified, State-certified general appraiser provides all necessary services and documentation.
 - 4) Furnish the Department with a projected schedule of events and a cash flow projection within 20 calendar days after completion of the review appraisal.
 - 5) Establish a Project account for the purchase of the land.
 - 6) Collect and disburse federal, state, and local project funds.
- c. **Reimbursable Funds.** If funding conveyed by this Agreement is reimbursable for land purchase in accordance with Chapter 332, F.S., the Agency shall comply with the following requirements:
 - 1) The Agency shall apply for a FAA Airport Improvement Program grant for the land purchase within 60 days of executing this Agreement.
 - 2) If federal funds are received for the land purchase, the Agency shall notify the Department, in writing, within 14 calendar days of receiving the federal funds and is responsible for reimbursing the Department within 30 calendar days to achieve normal project federal, state, and local funding shares per Chapter 332, F.S.
 - 3) If federal funds are not received for the land purchase, the Agency shall reimburse the Department within 30 calendar days after the reimbursable funds are due in order to achieve normal project state and local funding shares as described in Chapter 332, F.S.
 - 4) If federal funds are not received for the land purchase and the state share of the purchase is less than or equal to normal state and local funding shares per Chapter 332, F.S., when reimbursable funds are due, no reimbursement to the Department shall be required.
- d. **New Airport.** If this Project involves the purchase of real property for the development of a new airport, the Agency assures that it will:
 - 1) Apply for federal and state funding to construct a paved runway, associated aircraft parking apron, and connecting taxiway within one year of the date of land purchase.
 - 2) Complete an Airport Master Plan within two years of land purchase.
 - 3) Complete airport construction for basic operation within 10 years of land purchase.
- e. **Use of Land.** The Agency assures that it shall use the land for aviation purposes in accordance with the terms and assurances of this Agreement within 10 years of acquisition.
- f. **Disposal of Land.** For the disposal of real property the Agency assures that it will comply with the following:
 - 1) For land purchased for airport development or noise compatibility purposes, the Agency shall, when the land is no longer needed for such purposes, dispose of such land at fair market value and/or make available to the Department an amount equal to the state's proportionate share of its market value.

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- 2) Land will be considered to be needed for airport purposes under this assurance if:
 - a) It serves aeronautical purposes such as a runway protection zone or as a noise buffer.
 - b) Revenue from uses of such land contributes to airport financial self-sufficiency.
- 3) Disposition of land under Sections D.22.f.1. or D.22.f.2. of this Exhibit, above, shall be subject to retention or reservation of any interest or right therein needed to ensure such land will only be used for purposes compatible with noise levels related to airport operations.
- 4) Revenues from the sale of such land must be accounted for as outlined in Section D.1. of this Exhibit, and expended as outlined in Section D.9. of this Exhibit.

23. Construction Projects. The Agency assures that it will:

a. Project Certifications. Certify Project compliances, including:

- 1) Consultant and contractor selection comply with all applicable federal, state and local laws, rules, regulations, and policies.
- 2) All design plans and specifications comply with federal, state, and professional standards and applicable FAA advisory circulars, as well as the minimum standards established by the Department for State of Florida licensing as a public-use airport.
- 3) Completed construction complies with all applicable local building codes.
- 4) Completed construction complies with the Project plans and specifications with certification of that fact by the Project Engineer.

b. Design Development. For the plans, specifications, construction contract documents, and any and all other engineering, construction, and contractual documents produced by the Engineer, which are hereinafter collectively referred to as "plans", the Engineer will certify that:

- 1) The plans shall be developed in accordance with sound engineering and design principles, and with generally accepted professional standards.
- 2) The plans shall be consistent with the intent of the Project as defined in Exhibit A and Exhibit B of this Agreement.
- 3) The Project Engineer shall perform a review of the certification requirements listed in Section B.2. of this Exhibit, Construction Certification, and make a determination as to their applicability to this Project.
- 4) Development of the plans shall comply with all applicable laws, ordinances, zoning and permitting requirements, public notice requirements, and other similar regulations.

c. Inspection and Approval. The Agency assures that:

- 1) The Agency will provide and maintain competent technical supervision at the construction site throughout the Project to assure that the work conforms to the plans, specifications, and schedules approved by the Department, as applicable, for the Project.
- 2) The Agency assures that it will allow the Department to inspect the work and that it will provide any cost and progress reporting, as may be required by the Department.
- 3) The Agency assures that it will take the appropriate corrective action necessary, as required by the Department, for work which does not conform to the Department standards.

d. Pavement Preventive Maintenance. The Agency assures that for a project involving replacement or reconstruction of runway or taxiway pavement it has implemented an airport pavement maintenance management program and that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with state financial assistance at the airport.

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24. Noise Mitigation Projects. The Agency assures that it will:

- a. Government Agreements.** For all noise compatibility projects that are carried out by another unit of local government or are on property owned by a unit of local government other than the Agency, the Agency shall enter into an agreement with that government body.
 - 1)** The local agreement, satisfactory to the Department, shall obligate the unit of local government to the same terms and assurances that apply to the Agency.
 - 2)** The Agency assures that it will take steps to enforce the local agreement if there is substantial non-compliance with the terms of the local agreement.
- b. Private Agreements.** For noise compatibility projects on privately owned property:
 - 1)** The Agency shall enter into an agreement with the owner of that property to exclude future actions against the airport.
 - 2)** The Agency assures that it will take steps to enforce such agreement if there is substantial non-compliance with the terms of the agreement.

- End of Exhibit E -

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

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 10/24

Exhibit E1

PROGRAM SPECIFIC TERMS AND CONDITIONS

(Prohibition on Discrimination Based on Health Care Choices)

This exhibit forms an integral part of the Agreement between the Department and the Agency.

1. **Statutory Reference.** Section 339.08, F.S. and Section 381.00316, F.S.
2. **Statutory Compliance.** Pursuant to Section 339.08, F.S., the Department may not expend state funds to support a project or program of certain entities if the entity is found to be in violation of Section 381.00316, F.S. The Department shall withhold state funds until the entity is found to be in compliance with Section 381.00316, F.S. This shall apply to any of the following entities:
 - a. A public transit provider as defined in s. 341.031(1), F.S.;
 - b. An authority created pursuant to chapter 343, F.S., chapter 348, F.S., or chapter 349, F.S.; c. A public-use airport as defined in s. 332.004, F.S.; or
 - d. A port listed in s. 311.09(1), F.S.

- End of Exhibit E1 -

EXHIBIT F

Contract Payment Requirements
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

(1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

(2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

(3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.

(4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

(5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

(6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and/or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address <https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.

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

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 10/24

EXHIBIT G

AUDIT REQUIREMENTS FOR AWARDS OF STATE FINANCIAL ASSISTANCE

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

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:~

Awarding Agency: Florida Department of Transportation

State Project Title: ~CSFATitle~

CSFA Number: 55.004

***Award Amount:** \$1,000,000

*The award amount may change with amendments

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

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

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

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

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.2.

Meeting Date: March 10, 2025

From: Brad Chase, (Electric Director)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, accepting a Utility Easement affecting the property described therein from Lakehouse Leesburg Apartments, LLC, joined by Southstate Bank, N.A.; and providing an effective date.

Staff Recommendation:

Staff recommends accepting and approving the Resolution accepting a Utility Easement from Lakehouse Leesburg Apartments, LLC, and Joinder and Consent to Utility Easement from Southstate Bank, N.A.

Analysis:

Lakehouse Leesburg Apartments, LLC is granting a Utility Easement to the City of Leesburg, Florida on the property described in the document. The property owner's lender has signed a joinder and consent to the utility easement.

Procurement Analysis:

N/A

Options:

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

Fiscal Impact:

None

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA, ACCEPTING A UTILITY EASEMENT AFFECTING THE
PROPERTY DESCRIBED THEREIN FROM LAKEHOUSE LEESBURG
APARTMENTS, LLC, JOINED BY SOUTHSTATE BANK, N.A.; AND
PROVIDING AN EFFECTIVE DATE.**

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

THAT the Utility Easement granted to the City of Leesburg by Lakehouse Leesburg Apartments, LLC, joined by Southstate Bank, N.A., is hereby accepted.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 10th day of March 2025.

Mayor

ATTEST:

City Clerk

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

UTILITY EASEMENT

THIS PERMANENT UTILITY EASEMENT ("Easement") on this 7 day of February 2025, is hereby granted by **LAKEHOUSE LEESBURG APARTMENTS, LLC**, a Florida limited liability company, whose mailing address is 1211 N. Westshore Boulevard, Suite 801, Tampa, Florida 33607 ("GRANTOR,"), to **THE CITY OF LEESBURG, FLORIDA**, a Florida municipal corporation, whose mailing address is P.O. Box 490630, Leesburg, Florida 34749-0630, and its successors and assigns ("GRANTEE");

WITNESSETH:

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

SEE EXHIBIT "A" ATTACHED HERETO

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

GRANTOR shall not erect, construct, or create any buildings, structures, or obstacles within the Easement Area that interfere with **GRANTEE'S** rights as described herein or install any landscaping with root systems that may damage the Facilities; however, **GRANTOR** may use the surface of the Easement Area in any manner that does not interfere with the rights granted to **GRANTEE** herein, which shall specifically include usage as and for roadways, parking areas, sidewalks, curbs, and sodding. **GRANTEE** will repair and/or replace any roadways, parking areas, sidewalks, curbs, and sodding in the Easement Area that is damaged in connection with any

maintenance or repairs made by **GRANTEE** to the Facilities. **GRANTOR** reserves the right to grant rights to others affecting said Easement Area provided that such rights do not create an unsafe condition or conflict with the rights granted to **GRANTEE** herein. Failure to exercise the rights herein granted to **GRANTEE** shall not constitute a waiver or abandonment.

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

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

WITNESSES:

GRANTOR:

LAKEHOUSE LEESBURG APARTMENTS, LLC,
a Florida limited liability company

By: Lakehouse Partners, LLC,
a Florida limited liability company,
its Manager,

By: BG Framework, LLC,
a Florida limited liability company,
its Manager,

By: BGV Multi-Family, LLC,
a Florida limited liability
company, its Manager,

By: BGV Limited, LLLP,
a Florida limited liability limited
partnership, its Manager



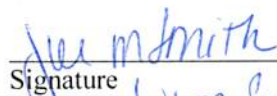
Signature

JERRY HART

Print

1211 N WESTSHORE BLVD, TAMPA 33607

Postal Address

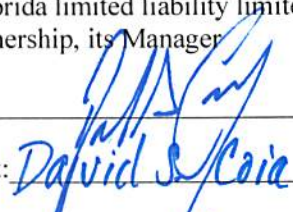


Signature

Printed

1211 N Westshore Blvd. Tampa, FL 33607

Postal Address

By: 

Print: David S. Coia

Title: General Partner

STATE OF FLORIDA
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 5 day of February, 2025, by David S. Coia, as General Partner of BGV Limited, LLP, a Florida limited liability partnership, as Manager of BGV Multi-Family, LLC, a Florida limited liability company, as Manager of BG Framework, LLC, a Florida limited liability company, as Manager of Lakehouse Partners, LLC, a Florida limited liability company, as Manager of Lakehouse Leesburg Apartments, LLC, a Florida limited liability company, on behalf of the company, who is ☒ personally known to me or ☐ who produced the following identification: N/A.

Jill M Smith
Notary Public Signature
Jill M Smith
Notary Public Name

My Commission Number: HH433558
My Expiration Date: 10/20/27



By: Framework Development, LLC, a
Florida limited liability company, its
Manager,

Hannah Ardini
Signature
Hannah Ardini
Printed
1211 N Westshore Blvd Suite 802 Tampa FL 33607
Postal Address

By: [Signature]
Phillip A. Smith, its Manager

[Signature]
Signature
THOMAS SEXTON
Printed
1211 N WESTSHORE BLVD SUITE 802 TAMPA, FL 33607
Postal Address

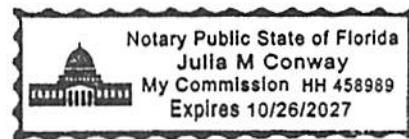
STATE OF FLORIDA
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 7 day of February, 2025, by Phillip A. Smith, as Manager of Framework Development, LLC, a Florida limited liability company, as Manager of BGV Multi-Family, LLC, a Florida limited liability company, as Manager of BG Framework, LLC, a Florida limited liability company, as Manager of Lakehouse Partners, LLC, a Florida limited liability company, as Manager of Lakehouse Leesburg Apartments, LLC, a Florida limited liability company, on behalf of the company, who is ☒ personally known to me or ☐ who produced the following identification: _____.

Julia M Conway
Notary Public Signature
Julia M Conway
Notary Public Name

My Commission Number: 458989
My Expiration Date: 10/26/27

(seal)



JOINDER AND CONSENT TO UTILITY EASEMENT

SOUTHSTATE BANK, N.A., whose mailing address is 1101 1ST Street South, Suite 202, Winter Haven, Florida 33881 (Lender"), hereby certifies that it is the owner and holder of a mortgage, lien, or other encumbrance upon the property shown and described in the **Easement** attached hereto, located in Leesburg, Lake County, Florida, and hereby joins and consents to the Utility Easement between **LAKEHOUSE LEESBURG APARTMENTS, LLC**, a Florida limited liability company, and the **CITY OF LEESBURG, FLORIDA**, a Florida municipal corporation; and agrees that its interest in the property by virtue of the Mortgage, Assignment of Rents, Security Agreement and Financing Statement, dated and recorded on October 11, 2022, in O.R. Book 6036, Page 1988, of the Public Records of Lake County, Florida, and O.R. Book 6036, Page 2012, of the Public Records of Lake County, Florida, respectively, as modified by that Modification Agreement Amending Mortgage, Assignment of Rents, Security Agreement and Financing Statement, dated October 11, 2023, and recorded on November 27, 2023, in O.R. Book 6247, Page 647, of the Public Records of Lake County, Florida, and as further modified by that Second Modification Agreement Amending Mortgage, Assignment of Rents, Security Agreement and Financing Statement, dated October 11, 2024, and recorded on November 12, 2024, in O.R. Book 6428, Page 529, of the Public Records of Lake County, Florida, shall be subordinated to said Utility Easement.

Signed and sealed in the presence of:

WITNESSES

SOUTHSTATE BANK, N.A.

Alex M Zapata
Print Name: Alex M Zapata
Postal Address: 1211 West Shore Blvd
Tampa, FL 33607

Jill M Smith
Print Name: Jill M Smith
Postal Address: 1211 West Shore Blvd
Tampa FL 33607

STATE OF FLORIDA
COUNTY OF Hillsborough

By: [Signature]
Print Name: Dale Ingle
Title: SVP

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 5 day of February, 2025, by Dale Ingle, as SVP of **SOUTHSTATE BANK, N.A.**, who is X personally known or produced NA as identification.

(Seal)



[Signature]
NOTARY PUBLIC

EXHIBIT A

SKETCH & DESCRIPTION OF UTILITY EASEMENT

IN SECTION 25, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA

ABBREVIATIONS

O.R.B. = OFFICIAL RECORDS BOOK
P.B. = PLAT BOOK
PG. = PAGE
P.O.B. = POINT OF BEGINNING
P.O.C. = POINT OF COMMENCEMENT
R/W = RIGHT-OF-WAY

SYMBOL LEGEND

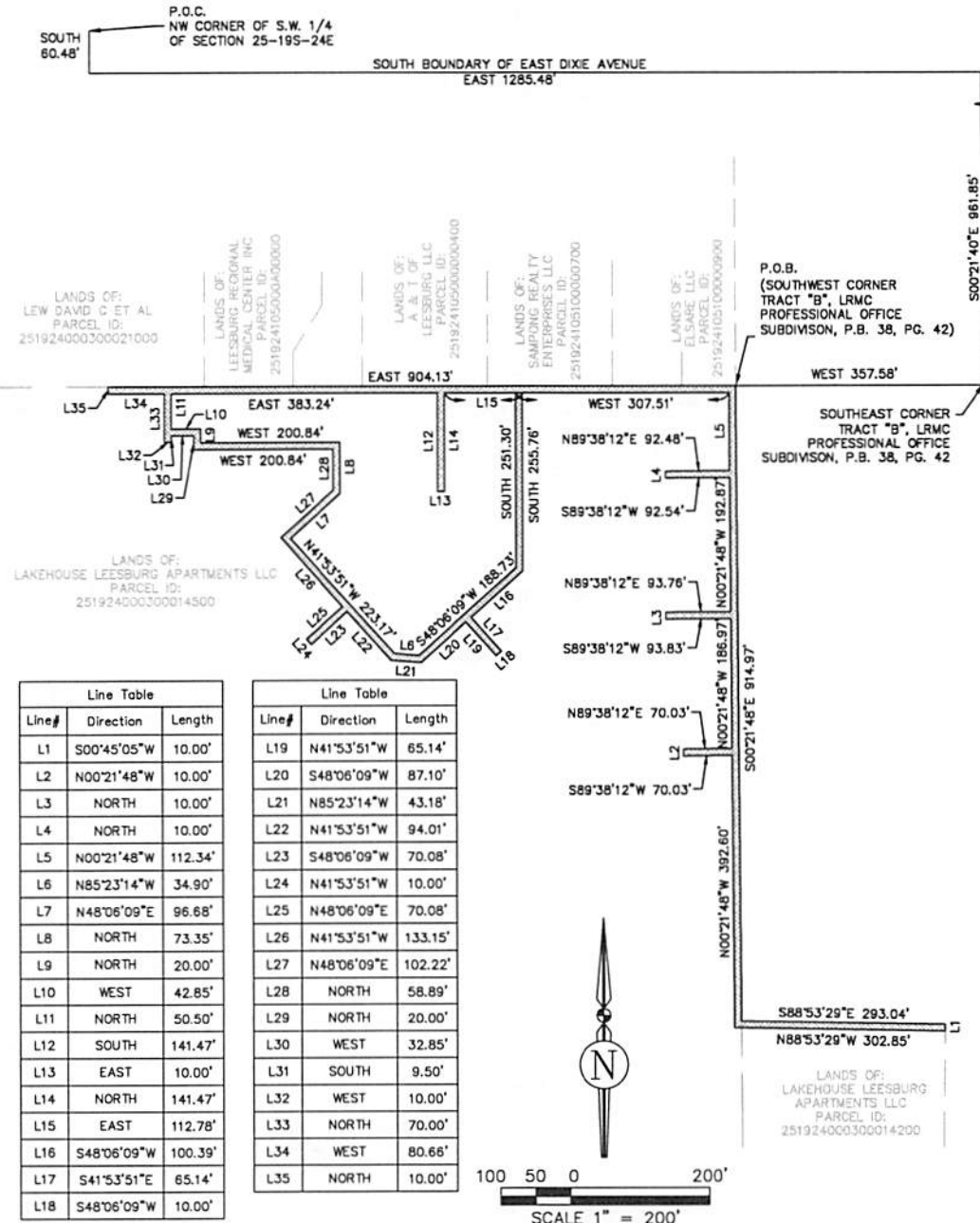
— EASEMENT LINE
— TAX PARCEL LINE
▨ SUBJECT AREA

LOCATION MAP



NOTES

1. THIS IS NOT A BOUNDARY SURVEY
2. BEARINGS ARE BASED ON THE NORTH BOUNDARY OF THE SUBJECT PARCEL HAVING A BEARING OF EAST.
3. THIS SKETCH AND DESCRIPTION IS BASED ON PLATS, DEEDS, OTHER DOCUMENTS OF RECORD OBTAINED BY THIS SURVEYOR AS NEEDED, OR THOSE PROVIDED BY THE CLIENT. A TITLE SEARCH WAS NOT COMPLETED BY THIS SURVEYOR



JBP Pro
CIVIL ENGINEERING | LAND PLANNING
SURVEYING | CONSTRUCTION SERVICES
3530 NW 43rd Street | Gainesville, FL
4420 US-1 S, Suite 1 | St. Augustine, FL
1826 Ox Bottom Lane | Tallahassee, FL
Toll Free: (844) Go-JBP Pro

THE MAP OF THE PROPERTY DESCRIBED HEREON WAS MADE UNDER MY SUPERVISION AND THIS MAP OF SURVEY FURTHER MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE STATE OF FLORIDA BOARD OF PROFESSIONAL SURVEYORS & MAPPERS IN CHAPTER 5J-17.05, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, AND THE MAP OF SURVEY SHOWN HEREON IS A TRUE AND ACCURATE REPRESENTATION THEREOF TO THE BEST OF MY KNOWLEDGE, BEING SUBJECT TO NOTES AND NOTATIONS SHOWN HEREON.

Florida License No. LS4816
Certificate of Authorization No. LB8031
NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR & MAPPER OR VALID DIGITAL SIGNATURE IN ELECTRONIC FORM

Richard L. White, PLS
Professional Land Surveyor

CERTIFIED TO:

1. LAKEHOUSE LEESBURG APARTMENTS, LLC

Scale: 1"=200'
Drawn By: A.Cortina
Document Name: 537-22-01-SD
Document Date: 01/17/2025
Sheet: 1 of 2

EXHIBIT A
SKETCH & DESCRIPTION OF UTILITY EASEMENT
IN SECTION 25, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA

DESCRIPTION - BY THIS FIRM

A PARCEL OF LAND SITUATE, LYING AND BEING LOCATED IN SECTION 25, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA AND RUN THENCE SOUTH 60.48 FEET TO A POINT LYING ON THE SOUTH RIGHT-OF-WAY BOUNDARY OF DIXIE AVENUE; THENCE EAST ALONG SAID RIGHT-OF-WAY BOUNDARY 1285.48 FEET; THENCE SOUTH 00 DEGREES 21 MINUTES 40 SECONDS EAST 1010.00 FEET TO THE SOUTHEAST CORNER OF TRACT "B" OF THE LRMC PROFESSIONAL OFFICE SUBDIVISION AS RECORDED IN PLAT BOOK 38 PAGE 42 OF THE PUBLIC RECORDS OF LAKE COUNTY FLORIDA; THENCE WEST 357.58 FEET ALONG THE SOUTH BOUNDARY OF SAID TRACT "B" 357.58 FEET TO THE SOUTHWEST CORNER OF SAID TRACT "B" FOR THE POINT OF BEGINNING. FROM THE POINT OF BEGINNING RUN THENCE SOUTH 00 DEGREES 21 MINUTES 48 SECONDS EAST 914.97 FEET; THENCE SOUTH 88 DEGREES 53 MINUTES 29 SECONDS EAST 293.04 FEET; THENCE SOUTH 00 DEGREES 45 MINUTES 05 SECONDS WEST 10.00 FEET; THENCE NORTH 88 DEGREES 53 MINUTES 29 SECONDS WEST 302.85 FEET; THENCE NORTH 00 DEGREES 21 MINUTES 48 SECONDS WEST 392.60 FEET; THENCE SOUTH 89 DEGREES 38 MINUTES 12 SECONDS WEST 70.03 FEET; THENCE NORTH 00 DEGREES 21 MINUTES 48 SECONDS WEST 10.00 FEET; THENCE NORTH 89 DEGREES 38 MINUTES 12 SECONDS EAST 70.03 FEET; THENCE NORTH 00 DEGREES 21 MINUTES 48 SECONDS WEST 186.97 FEET; THENCE SOUTH 89 DEGREES 38 MINUTES 12 SECONDS WEST 93.83 FEET; THENCE NORTH 10.00 FEET; THENCE NORTH 89 DEGREES 38 MINUTES 12 SECONDS EAST 93.76 FEET; THENCE NORTH 00 DEGREES 21 MINUTES 48 SECONDS WEST 192.87 FEET; THENCE SOUTH 89 DEGREES 38 MINUTES 12 SECONDS WEST 92.54 FEET THENCE NORTH 10.00 FEET; THENCE NORTH 89 DEGREES 38 MINUTES 12 SECONDS EAST 92.48 FEET; THENCE NORTH 00 DEGREES 21 MINUTES 48 SECONDS WEST 112.34 FEET; THENCE WEST 307.51 FEET; THENCE SOUTH 251.30 FEET; THENCE SOUTH 48 DEGREES 06 MINUTES 09 SECONDS WEST 188.73 FEET; THENCE NORTH 85 DEGREES 23 MINUTES 14 SECONDS WEST 34.90 FEET; THENCE NORTH 41 DEGREES 53 MINUTES 51 SECONDS WEST 223.17 FEET; THENCE NORTH 48 DEGREES 06 MINUTES 09 SECONDS EAST 96.68 FEET; THENCE NORTH 73.35 FEET; THENCE WEST 200.84 FEET; THENCE NORTH 20.00 FEET; THENCE WEST 42.85 FEET; THENCE NORTH 50.50 FEET; THENCE EAST 383.24 FEET; THENCE SOUTH 141.47 FEET; THENCE EAST 10.00 FEET; THENCE NORTH 141.47 FEET; THENCE EAST 112.78 FEET; THENCE SOUTH 255.76 FEET; THENCE SOUTH 48 DEGREES 06 MINUTES 09 SECONDS WEST 100.39 FEET; THENCE SOUTH 41 DEGREES 53 MINUTES 51 SECONDS EAST 65.14 FEET; THENCE SOUTH 48 DEGREES 06 MINUTES 09 SECONDS WEST 10.00 FEET; THENCE NORTH 41 DEGREES 53 MINUTES 51 SECONDS WEST 65.14 FEET; THENCE SOUTH 48 DEGREES 06 MINUTES 09 SECONDS WEST 87.10 FEET; THENCE NORTH 85 DEGREES 23 MINUTES 14 SECONDS WEST 43.18 FEET; THENCE NORTH 41 DEGREES 53 MINUTES 51 SECONDS WEST 94.01 FEET; THENCE SOUTH 48 DEGREES 06 MINUTES 09 SECONDS WEST 70.08 FEET; THENCE NORTH 41 DEGREES 53 MINUTES 51 SECONDS WEST 10.00 FEET; THENCE NORTH 48 DEGREES 06 MINUTES 09 SECONDS EAST 70.08 FEET; THENCE NORTH 41 DEGREES 53 MINUTES 51 SECONDS WEST 133.15 FEET; THENCE NORTH 48 DEGREES 06 MINUTES 09 SECONDS EAST 102.22 FEET; THENCE NORTH 58.89 FEET; THENCE WEST 200.84 FEET; THENCE NORTH 20.00 FEET; THENCE WEST 32.85 FEET; THENCE SOUTH 9.50 FEET; THENCE WEST 10.00 FEET; THENCE NORTH 70.00 FEET; THENCE WEST 80.66 FEET; THENCE NORTH 10.00 FEET; THENCE EAST 904.13 FEET TO THE POINT OF BEGINNING.

 JBP Pro CIVIL ENGINEERING LAND PLANNING SURVEYING CONSTRUCTION SERVICES 3530 NW 43rd Street Gainesville, FL 4420 US-1 S, Suite 1 St. Augustine, FL 1826 Ox Bottom Lane Tallahassee, FL Toll Free: (844) Go-JBP Pro	CERTIFIED TO:
	1. LAKEHOUSE LEESSBURG APARTMENTS, LLC
	Scale: 1"=200'
	Drawn By: A. Cortina
	Document Name: 537-22-01
Document Date: 01/17/2025	
Sheet: 2 of 2	

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.3.

Meeting Date: March 10, 2025

From: Brad Chase, (Electric Director)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, accepting a Utility Easement affecting the property described therein from Damar Storage, LLC, joined by Marcin Boeckl; and providing an effective date.

Staff Recommendation:

Staff recommends accepting and approving the Resolution accepting a Utility Easement from Damar Storage, LLC, and Joinder and Consent to Utility Easement from Marcin Boeckl.

Analysis:

Damar Storage, LLC is granting a Utility Easement to the City of Leesburg, Florida on the property described in the document. The property owner's lender has signed a joinder and consent to the utility easement.

Procurement Analysis:

N/A

Options:

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

Fiscal Impact:

None

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA, ACCEPTING A UTILITY EASEMENT AFFECTING THE
PROPERTY DESCRIBED THEREIN FROM DAMAR STORAGE, LLC,
JOINED BY MARCIN BOECKL; AND PROVIDING AN EFFECTIVE DATE.**

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

THAT the Utility Easement granted to the City of Leesburg by Damar Storage, LLC, joined by Marcin Boeckl, is hereby accepted.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 10th day of March 2025.

Mayor

ATTEST:

City Clerk

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

UTILITY EASEMENT

February, 2024, by **DAMAR STORAGE, LLC**, a Florida limited liability company, whose mailing address is Post Office Box 510240, Punta Gorda, Florida 33951, ("**GRANTOR**,"), to **THE CITY OF LEESBURG, FLORIDA**, a Florida municipal corporation, whose mailing address is P.O. Box 490630, Leesburg, Florida 34749-0630, and its successors and assigns ("**GRANTEE**");

WITNESSETH:

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

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

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

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

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

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

WITNESSES:

Margie Ann Russell
Signature Margie Ann Russell

Margie Ann Russell
Printed Name

1107 W. Marion Ave #111
Address Punta Gorda FL 33950

Anita Schernitz
Signature

Anita Schernitz
Printed Name

1107 W. Marion Ave #111
Address Punta Gorda, FL 33950

STATE OF Florida
COUNTY OF Charlotte

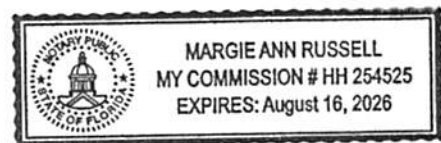
The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 10 day of February, 2024, by David L. Anthony, as Manager of DAMAR STORAGE, LLC, a Florida limited liability company, who is ☒ personally known to me or ☐ who produced the following identification:

Margie Ann Russell
Notary Public Signature

Margie Ann Russell
Notary Public Name

My Commission Number:
My Expiration Date:

(seal)



JOINDER AND CONSENT TO UTILITY EASEMENT

MARCIN BOECKL, whose address is 993 Messina Drive, Punta Gorda, Florida 33950, hereby certifies that it is the owner and holder of certain mortgages, liens, or other encumbrances upon the property shown and described on Exhibit "A" attached hereto, located in Leesburg, Lake County, Florida, and hereby joins and consents to the Utility Easement between **DAMAR STORAGE, LLC**, and the **CITY OF LEESBURG**; and agrees that its interest in the property of the Mortgage dated July 29, 2022, and recorded on August 3, 2022, in Official Records Book 6002, Page 1222, Public Records of Lake County, Florida, shall be subordinated to said Utility Easement.

Signed and sealed in the presence of:

Witnesses:

MARCIN BOECKL

Anita Schemitz
Printed Name: Anita Schemitz

Address: 1107 W. Marion Ave
Punta Gorda, FL 33950

Margie Ann Russell
Printed Name: Margie Ann Russell

Address: 1107 W. Marion Ave, Unit 111
Punta Gorda FL 33950

STATE OF Florida
COUNTY OF Charlotte

Marcin Boeckl

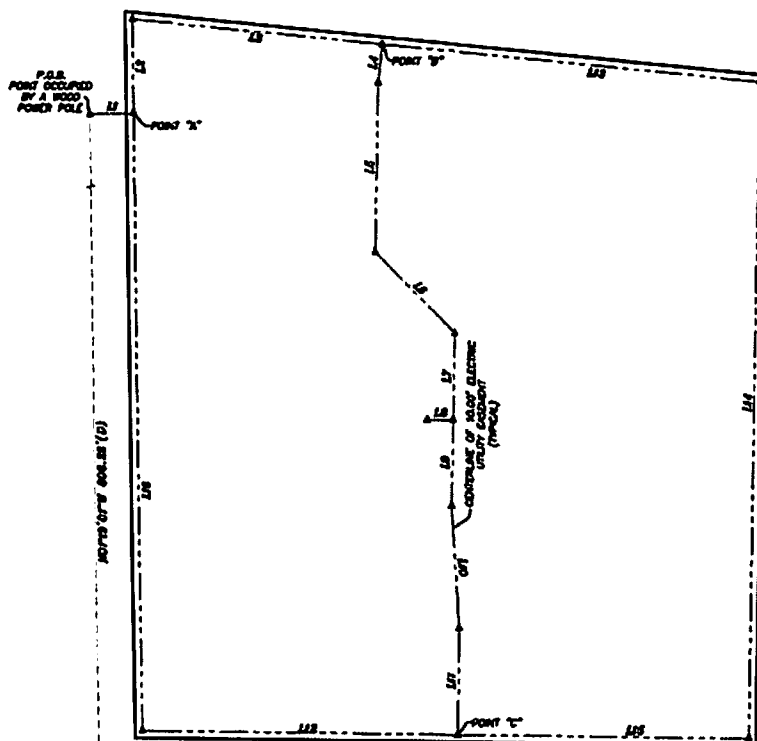
The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 10 day of February, 2024, by Marcin Boeckl, who is ___ personally known or produced Drivers License as identification.

(Seal)

Margie Ann Russell
NOTARY PUBLIC



SKETCH OF DESCRIPTION



A WOOD POLE POLE;
FROM THE P.O.B. THUS DESCRIBED, AND ALONG
THE CENTERLINE OF AN EASEMENT 10.00 FEET
IN WIDTH, THE FOLLOWING COURSES: NORTH
00°52'00"E EAST 10.00 FEET TO POINT
HEREINAFTER REFERRED TO AS POINT "A";
THENCE NORTH 00°53'10"E WEST 64.42 FEET;
THENCE SOUTH 84°20'41"E EAST 170.73 FEET TO
A POINT HEREINAFTER REFERRED TO AS POINT
"B"; THENCE SOUTH 03°39'15"E WEST 26.73
FEET; THENCE SOUTH 00°05'05"E WEST 116.78
FEET; THENCE SOUTH 4°40'04"E EAST 78.08
FEET; THENCE SOUTH 00°53'38"E WEST 50.44
FEET; THENCE NORTH 89°08'34"E WEST 17.68
FEET; THENCE SOUTH 03°25'27"E EAST 83.74
FEET; THENCE SOUTH 00°43'25"E WEST 73.18
FEET; THENCE RETURN TO THE
APPOINTMENTED POINT "B"; THENCE SOUTH
84°20'41"E EAST 259.57 FEET; THENCE SOUTH
00°05'05"E WEST 450.10 FEET; THENCE NORTH
89°16'35"E WEST 129.21 FEET TO THE
APPOINTMENTED POINT "A";
THENCE NORTH 89°16'35"E WEST 314.63 FEET;
THENCE NORTH 00°53'10"E WEST 422.94 FEET TO
THE APPOINTMENTED POINT "A" TO CLOSE.

SOUTH LINE OF
SECTION 18-19-20
WESTERLY 489.18' (D)
P.O.C.
SE CORNER OF
THE SW 1/4 OF
THE SE 1/4 OF
SECTION 18

NORTH

SCALE: ONE INCH = 100 FEET

LINE TABLE		
LINE	LENGTH	BRANCH
1	10	BRANCH 1
2	10	BRANCH 2
3	10	BRANCH 3
4	10	BRANCH 4
5	10	BRANCH 5
6	10	BRANCH 6
7	10	BRANCH 7
8	10	BRANCH 8
9	10	BRANCH 9
10	10	BRANCH 10
11	10	BRANCH 11
12	10	BRANCH 12
13	10	BRANCH 13
14	10	BRANCH 14
15	10	BRANCH 15
16	10	BRANCH 16
17	10	BRANCH 17
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92	10	BRANCH 92
93	10	BRANCH 93
94	10	BRANCH 94
95	10	BRANCH 95
96	10	BRANCH 96
97	10	BRANCH 97
98	10	BRANCH 98
99	10	BRANCH 99
100	10	BRANCH 100

[illegible]

3506/57/AS7

SCALE: 1" = 100'	FIELD DATE: N/A	DWG NO: 23-011	PARTY CHIEF: N/A	DRAWN BY: TM
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**CERTIFIED TO:
PREMIER STORAGE CONDOS
CITY OF LEESBURG**

THE SEAL APPEARING ON THIS
DOCUMENT WAS AUTHORIZED BY
MICHAEL W. SPRINGSTEAD

SHEET 1 OF 1



Michael W. Springstead P.E., S.I., P.S.M.
Florida Reg. No. 47820, LS 6455
10395 SE Sunset Harbor Rd
Summerfield, FL 34491
(352) 409-2048

SURVEYOR'S CERTIFICATE

I hereby certify that the sketch of description represented herein meets the requirements of Chapter 5J-17, Florida Administrative Code pursuant to Chapter 472.027 of the Florida Statutes. Unless it bears the signature and the original raised seal of a Florida licensed surveyor and mapper this drawing, sketch, plot or map is for informational purposes only and is not valid.

Signature _____ DATE: 08/17/20 Florida Registration No. _____

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.4.

Meeting Date: March 10, 2025

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 GSB Construction & Development, Inc. to build a restroom facility at John L. Johnson Park; and providing an effective date.

Staff Recommendation:

Staff recommends award of Invitation for Bid (IFB) 250401 to GSB Construction & Development, Inc. and approval of the Resolution authorizing the Services Agreement for an amount of \$242,000.00.

Analysis:

The City of Leesburg desires to secure the services of a qualified vendor to build a restroom facility at John L. Johnson Park for public use.

Procurement Analysis:

On February 6, 2025, the Purchasing Division opened and publicly read aloud submittals for Invitation for Bid No. 250401, Construction of John L. Johnson Park Rest Room project. Purchasing reviewed submittals for responsiveness. Public Works Department staff reviewed the submittals for conformance to the requirements of this solicitation and determined GSB Construction & Development, Inc. as the lowest, responsible, and qualified bidder. Summary of Bid is provided:

Vendor	Bid Amount
GSB Construction & Development, Inc.	\$242,000.00
Mniopolis, LLC	\$245,109.78
Qualis General Contractors	\$396,882.38
APD Construction, LLC	\$438,224.96

Options:

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

Fiscal Impact:

Account No.	<u>03151935196310</u>
Project No.	<u>310051</u>
WF No.	<u>WF1575647</u>
Requisition	<u>56939</u>
Budget	<u>\$279,400.00</u>
Available	<u>TEXT</u>

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 GSB CONSTRUCTION & DEVELOPMENT, INC. TO BUILD A RESTROOM FACILITY AT JOHN L. JOHNSON PARK; 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 GSB Construction & Development, Inc., whose address is 3609 Parkway Boulevard, Leesburg, Florida 34748, for Construction Services (IFB 250401).

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 10th day of March 2025.

Mayor

ATTEST:

City Clerk

AGREEMENT FOR CONSTRUCTION OF JOHN L JOHNSON PARK RESTROOM

THIS AGREEMENT is made as of the 10th day of March in the year 2025, 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 **GSB Construction & Development, Inc.** whose address is 3609 Parkway Blvd., Leesburg, FL 34748 (hereinafter referred to as the "CONTRACTOR").

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

1. **Contract Documents.** The following documents and information are incorporated by reference and made part hereof; and shall comprise the Contract Documents.
 - a. This Agreement; and
 - b. Invitation for Bid (IFB) 250401, Construction of John L Johnson Park Restroom Project; and
 - c. CONTRACTOR response to IFB 250401 included as Exhibit 'A'; and
 - d. All addendums; and
 - e. Exhibit B – Supplemental Conditions – Construction
2. **Scope of Services.** The CONTRACTOR shall furnish the following services generally described as the "**Construction of John L Johnson Park Restroom Project**" to the CITY as listed in Invitation for Bid 250401. 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 **\$242,000.00**. 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 **ONE HUNDRED AND TWENTY (120) DAYS** 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 EIGHT HUNDRED AND EIGHTY-TWO DOLLARS (\$882.00) 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-Attorney. 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 subcontractor's 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: GSB Construction & Development, Inc.
 Dominic Giannini, President
 3609 Parkway Blvd
 Leesburg, FL 34748
 352-748-1949
 dgiannini@gsbconstructioninc.com

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.

GSB CONSTRUCTION & DEVELOPMENT, INC.

By: 

Printed: DOMINIC GIANNINI

Its: President
(Title)

CITY OF LEESBURG, FLORIDA

Alan Reisman, Mayor

ATTEST:

J. Andi Purvis, City Clerk

Approved as to form:

William Watson, City Attorney

Exhibit 'A'

CONTRACTOR'S RESPONSE TO BID IFB 250401
(ON FILE IN PURCHASING)

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.

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

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

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

During the construction operations under this contract, the CITY may elect to contract other work for the project. The CONTRACTOR shall coordinate his operations with those of any other such CONTRACTORS as well as any work of constructing or adjusting utilities by any

other authorities, to the end that the least practical handicap to the work of all such CONTRACTORS or authorities will result.

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, it's 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 owner-ship of the facility, service connection, irrigation pipe, or traffic signal wiring.

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

Damage, injury, or loss resulting in whole or in part from the CONTRACTOR's failure to locate and preserve a facility, service connection, irrigation pipe, or traffic signal wiring shall under no circumstances be deemed attributable to the fault of the Drawings or Specifications or to the acts or omissions of the CITY or Engineer or anyone employed by either of them or anyone for whose acts either of them may be liable.

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

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

63. PHYSICAL CONDITIONS

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

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

64. REVIEW OF APPLICATION FOR PROGRESS PAYMENT

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

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

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

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

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

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

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

65. SUBSTANTIAL COMPLETION

When CONTRACTOR considers the entire Work ready for its intended use, CONTRACTOR shall notify CITY and Engineer in writing that the entire Work is substantially complete (except for items specifically listed by CONTRACTOR as incomplete) and request that Engineer issue a certificate of Substantial Completion. Within a reasonable time thereafter, CITY, CONTRACTOR and Engineer shall 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: 5.C.5.

Meeting Date: March 10, 2025

From: Brandy McDaniel, (Budget Director)

Subject: City Commission approval of the budget calendar for Fiscal Year 2025-26, which includes dates for Commission workshops.

Staff Recommendation:

Staff recommends City Commission approval of the budget calendar for fiscal year 2025-26, which includes dates for the commission workshop meetings.

Analysis:

The first step in the budget process is to establish a budget calendar for fiscal year 2025-26. By law the City is allowed 45 days from July 1st or the date the Property Appraiser notifies the City Commission of the certified taxable values of 2025, whichever is later, to certify the following:

- 1) the proposed millage rate for 2025,
- 2) rolled back millage rate for 2025, and
- 3) the date, time, and place of the public hearing to consider the proposed millage rate and tentative budget.

Since the City may not hold a budget hearing on the same day as Lake County or the Lake County School Board, staff has tentatively scheduled the first public hearing for September 11, 2025.

As indicated on the attached calendar, the budget work sessions, subject to approval and/or modification by the Commission are scheduled as follows:

June 9th	Establish the Preliminary 2025 Fire Assessment Fee
July 7th & 10th	Budget/Capital Improvement workshops
July 14th	Establish 2025 maximum millage rate
September 11th	Final adoption of the 2025 Fire Assessment Fee
September 11th	Establish CRA budgets & tentatively adopt the 2025 millage rate
September 22nd	Final adoption of the 2025 millage rate and the FY 25-26 Budget

Procurement Analysis:

N/A

Options:

1. Approve the budget calendar, as presented; or
2. Approve the budget calendar as modified by the City Commission.

Fiscal Impact:

None

**CITY OF LEESBURG, FLORIDA
BUDGET CALENDAR
FISCAL YEAR 2025-26**

2025 Date, Day	Responsible Party	Required Activity	Requirement Reference
March 10, Monday	City Commission	Adopt budget calendar for the fiscal year 2025-26 budget	
March 24, Monday	Department Directors	Deadline for submission to the Budget Director of Utility Revenue Projections for fiscal year 2025-26	
April 1, Tuesday	Department Directors	Deadline for submission to the Budget Director of budget requests for fiscal year 2025-26	
April 21-May 16, Monday- Friday	City Manager	Meet with governmental fund departments to discuss fiscal year 2025-26 budget requests, including goals and tasks	
May 19-30, Monday-Friday	City Manager	Meet with utility funds to discuss fiscal year 2025-26 budget requests, including goals and tasks	
On or before June 1, Sunday	Property Appraiser	Provide an estimate of 2025 total assessed values of nonexempt property for budget planning purposes	Section 200.065 (7), Florida Statutes
June 9, Monday	City Commission	Adopt Preliminary Fire Assessment Resolution for fiscal year 2025-26	Section 197.3632, Florida Statutes
June 16, Monday	Budget Director	Present the draft budget for fiscal year 2025-26 to the City Manager for review and analysis	
June 27, Friday	City Manager	Present the draft budget for fiscal year 2025-26 to the City Commission for review and analysis	Section 200.065 (2)(a)2, Florida Statutes, Section 28, Leesburg City Charter
On or before July 1, Tuesday	Property Appraiser	Submit 2025 certified taxable values to the City Commission	Florida Statutes, Section 200.065 (1), Florida Statutes
July 7 & 10, Monday, Thursday	City Commission	Conduct budget/capital improvement work session regarding the proposed budget for fiscal year 2025-26	
July 14, Monday	City Commission	Establish the maximum millage rate for fiscal year 2025-26	
July 15 & 17, Tuesday, Thursday	City Commission	Conduct budget/capital improvement work session regarding the proposed budget for fiscal year 2025-26	
On or before August 1, Friday	City Commission	Notify the Property Appraiser of: 1. The proposed millage rate for 2025; 2. The rolled back millage rate for 2025; 3. The date, time and place of the public hearings to consider the proposed millage rates and tentative budgets	Section 200.065 (2)(b), Florida Statutes

**CITY OF LEESBURG, FLORIDA
BUDGET CALENDAR
FISCAL YEAR 2025-26**

2025 Date, Day	Responsible Party	Required Activity	Requirement Reference
On or before August 16, Saturday	Finance Director/ City Clerk	Advertise public hearing to adopt the Final Fire Assessment Resolution for 2025-26	Section 197.3632, Florida Statutes
On or before August 24, Sunday	Property Appraiser	Mail notices of proposed property taxes for 2025 to each taxpayer listed on the current year assessment roll	Section 200.065 (2)(b), Florida Statutes, Section 200.069, Florida Statutes
September 11, Thursday	CRA Boards	Establish budgets for Community Redevelopment Agencies	
September 11, Thursday	City Commission	Conduct public hearing to adopt Annual Fire Assessment Resolution for fiscal year 2025-26	Section 197.3632, Florida Statutes
September 11, Thursday	City Commission	Conduct public hearings to consider adoption of the tentative millage rate for fiscal year 2025-26. All hearings <u>must</u> begin after 5:00 P.M.	Section 166.241 (3), Florida Statutes, Section 200.065 (2)(c)-(e), Florida Statutes
September 18, Thursday	Finance Director/ City Clerk	Advertise public hearings to consider final adoption of the budgets, increases in property taxes and operating expenditures (if applicable), and adoption of millage rate for fiscal year 2025-26	Section 200.065 (2)(d), Florida Statutes, Sections 200.065 (3),(a),(b) and (h)-(l), Florida Statutes
September 22, Monday	City Commission	Conduct public hearings to consider final adoption of the budget/capital improvement plan, and millage rate for fiscal year 2025-26. All hearings <u>must</u> begin after 5:00 P.M.	Section 166.241 (3), Florida Statutes, Section 200.065 (2)(d), (e), Florida Statutes
September 27, Saturday	City Commission	Certify to the Property Appraiser the adopted millage rate for fiscal year 2025-26.	Section 200.065 (4), Florida Statutes
December	Budget Director	Begin distribution of final budget documents	

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.6.

Meeting Date: March 10, 2025

From: Corey Goepfert, (Gas Director)

Subject: Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Gas Service Agreement between the City of Leesburg and Bar-Key Groves, Inc., regarding natural gas service to the development known as Grace Groves Phase 1; and providing an effective date.

Staff Recommendation:

Staff recommends accepting and approving the Resolution authorizing the Mayor and City Clerk to execute a gas service agreement between the City of Leesburg and Bar-Key Groves, Inc.

Analysis:

The City of Leesburg is agreeing to provide natural gas service to Bar-Key Groves, Inc., for the development known as Grace Groves-Phase 1, located east of US Highway 27 and south of Dewey Robbins Road. Pursuant to the terms of the Gas Service Agreement owner will utilize natural gas in 100% of the 270 units. A budget adjustment will be made in the amount \$903,954.84

Procurement Analysis:

N/A

Options:

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

Fiscal Impact:

The said Developer will place construction funds totaling \$903,954.84 in an escrow account sufficient to fully fund the project. A budget adjustment will be processed to add these funds to the current budget.

Account No. 042-0000-223-3100

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A
GAS SERVICE AGREEMENT BETWEEN THE CITY OF LEESBURG AND
BAR-KEY GROVES, INC., REGARDING NATURAL GAS SERVICE TO THE
DEVELOPMENT KNOWN AS GRACE GROVES PHASE 1; AND PROVIDING
AN EFFECTIVE DATE.**

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

THAT the Mayor and City Clerk are hereby authorized and directed to execute a Gas Service Agreement between the City of Leesburg and Bar-Key Groves, Inc, regarding providing natural gas service to the development known as Grace Groves-Phase 1.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 10th day of March 2025.

Mayor

ATTEST:

City Clerk

GAS SERVICE AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 2025 by and between the City of Leesburg, Florida, a municipal corporation organized under the laws of the State of Florida, located at 501 W. Meadow Street, Leesburg, Florida, 34748, (hereinafter referred to as “City”), and Bar-Key Groves, Inc. 1719 Citrus Blvd. Leesburg Florida, 34748 (hereinafter jointly referred to as “Owner/Developer”), sometimes collectively referred to as “Party” or “Parties”.

WITNESSETH:

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

See Schedule “A” attached hereto

Parcel Identification Number(s): 06-21-25-0001-000-00100, 07-21-25-0001-000-00100, 05-21-25-0002-000-00500, 05-21-25-0003-000-04500

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

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

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

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

1. The City shall, subject to the provisions of this Agreement, supply natural gas service which shall include main, service and meter installations, to the Property. Owner shall be responsible for installing and connecting all natural gas appliances to the outlet of City gas meters. A map of the

Development is attached hereto as Exhibit "B" and by reference is made a part hereof. City shall provide such natural gas service from the supply line, including the gas meter.

2. Owner shall ensure that not less than one hundred percent (100%) of the planned (270) units within the Development are equipped with:

- A. A natural gas water heater, and a natural gas furnace or Hydro-heat; or
- B. A natural gas water heater, and natural gas stove, and third additional gas connection point.

The changes above, with the increase in percentage required to take natural gas, make the change from dryer to additional gas connection point, equitable in usage to current ordinance.

3. The Parties understand that the City is relying upon the assurances from Owner as the primary consideration for the execution of this Agreement.

4. The Owner is obligated to pay the full cost of the infrastructure required to serve the Property and the cost of the services, meters, appurtenances and installation, which will be performed by the City. The Owner's estimated costs of the infrastructure to be funded by Owner as set forth below, is Nine Hundred Three Thousand Nine Hundred Fifty-Four Dollars and Eighty-Four cents (\$903,954.84). Fifteen (15) days prior to construction, Owner shall place in escrow with the City, funds equal to that estimate to be used to pay for the construction as it proceeds. Notwithstanding inclusion of this estimate herein, Owner shall be obligated to pay the full cost of the infrastructure required to serve the Development and Property.

5. The City will contract for, or at its option, have done by in house personnel, the actual installation of the infrastructure. The City will follow all legal requirements for bidding and award of the contract. If at any time the City reasonably anticipates that the cost of construction will exceed the original estimate, it shall notify Owner in writing as soon as practicable. In turn, Owner shall within 15 days of such notice, place into the escrow account an amount sufficient to cover the increased costs of the construction. If Owner fails to place the additional funds into the escrow account, the City at its option may halt

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construction of the infrastructure until Owner deposits the additional funds, together with any other costs incurred as a result of the cessation of construction, into the escrow account.

6. The City shall both own and maintain the natural gas system on the Property up to and including the natural gas meter. The natural gas system from the outlet of the gas meter to the appliance utilizing the natural gas shall be maintained by the Owner and Owner's heirs, successors, or assigns. Notwithstanding anything to the contrary contained herein, to the extent the natural gas system owned and maintained by the City or any part thereof is damaged as a result of the acts, conduct, or failure to act of Owner and/or Owner's agents, employees, representatives, members, managers, shareholders, officers, directors, tenants, contractors, laborers, or material suppliers, or in the event of any deviation from standard service to any existing or proposed natural gas infrastructure occurs, then Owner shall be responsible for paying for all costs, charges, and expenses whatsoever associated with any repairs, reconstruction, and replacements to the natural gas system, including but not limited to, all costs of gas loss resulting from the damage.

7. The Owner shall grant to the City all easements needed to install, operate, maintain, repair, and replace the natural gas pipelines on the Property, including minimum five-foot (5') side lot easements, and shall dedicate or otherwise convey those easements to the perpetual use of the City and its successors in interest for the purpose of laying, installing, operating, maintaining, repairing and replacing the natural gas pipelines. In addition, the Owner shall provide a location and easement, agreed to by the City for the purpose of installation, maintenance, repair, and replacement of any necessary regulator stations and all associated equipment on the Property.

8. The Owner shall locate natural gas service meters on the side of each building in a manner to allow for two buildings to be serviced by one service line wherever possible. The City may require that these services be located on the same side of the building as the electric or water service.

9. The City shall bear responsibility for installing all gas piping and other gas infrastructure, up to and including the meters, necessary to supply the natural gas service reflected in this Agreement.

Owner and City will share trench space, which will be dug by the Owner's water and or electric utility contractor at no charge to the City. Each unit within the Development will be individually metered.

10. The City shall provide, when requested, individual residential unit hookups to the natural gas system within the Development. The City shall ensure that such service is provided at the same rates and on the same terms as those provided to other natural gas customers of the City within a comparable service area. The Parties understand that any and all hookup fees, meter charges and impact fees shall be paid by the residential customers at the time service is hooked up to the home.

11. Owner agrees to pay any and all costs that City incurs in the collection of any unpaid reimbursement fees from Owner, including reasonable attorney's fees and court costs and any attorney fees and costs for appellate proceedings, efforts to collect any judgment entered in favor of the City, and in any proceedings in receivership, bankruptcy or insolvency.

12. If the developer fails to pay the funds required under this Agreement or otherwise defaults under the terms of this agreement, the City is not obligated to install the natural gas infrastructure in the development, may discontinue installation and may terminate this Agreement. In addition, the City may suspend issuance of any and all permits for construction on the Property or within the Development until such time as Owner has paid the amount due and the natural gas service Agreement has been reinstated.

13. The Parties agree that the laws of the State of Florida shall govern the validity of this Agreement, its interpretation and performance, and any other claims related to it. The parties agree that in the event of any litigation arising out of or otherwise related to this Agreement, venue shall lie only in a state court of competent jurisdiction in Lake County, Florida.

14. The Parties understand and agree that this Agreement sets forth the entire understanding between the parties and supersedes and takes precedence over any and all prior negotiations, representations and agreements, oral or written, all of which are deemed to have merged into this Agreement and to have been extinguished thereby, except to the extent they are specifically set forth herein. Each party warrants,

for the benefit and reliance of the other, that it has not entered into this Agreement in reliance on or on the basis of any promise, undertaking, representation or agreement of the other party, except as specifically set forth within the four corners of this instrument, and the parties mutually waive and disclaim any and all rights, remedies and causes of action which may otherwise exist, based wholly or partly on any such promise, undertaking, representation or agreement of the other party, except as specifically set forth within the four corners of this instrument.

15. This Agreement may be assigned to any successor of the Owner, but only with prior, written consent from the City. However, this Agreement may not be partially assigned, or assigned separately from title to all remaining lots not yet transferred to third parties intending to use the lot for personal residential purposes.

16. The Parties understand and agree that this Agreement may not be amended orally, by implication, by course of conduct, or in any manner other than by way of a written instrument approved by the Leesburg City Commission and duly executed by both parties hereto.

17. This Agreement is binding on and shall inure to the benefit of the parties hereto and their respective heirs, successors, and assigns.

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

CITY OF LEESBURG

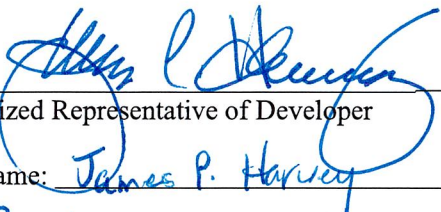
BY: _____
Alan Reisman, Mayor

ATTEST:

City Clerk

Approved as to form and content:

City Attorney

BY:  _____
Authorized Representative of Developer
Print Name: James P. Harvey
Title: President

Schedule "A"

LEGAL DESCRIPTION: (TITLE COMMITMENT #OC211482 SCHEDULE 'A')

PARCEL ONE: THE EAST 660 FEET OF THE NW 1/4 (ALSO KNOWN AS GOVERNMENT LOTS 3 AND 4) AND THE EAST 845.8 FEET OF THE WEST 1785.9 FEET OF THE SOUTH 805 FEET OF GOVERNMENT LOT 4; AND ALL OF GOVERNMENT LOT 6, EAST OF U.S. HIGHWAY 27, STATE ROAD NO. 25, AND ALL THE GOVERNMENT LOT 6, LESS A PORTION BEGINNING 2682.65 FEET NORTH OF SW CORNER OF SECTION 6, RUN EAST TO THE WATERS' EDGE OF FISH HOOK LAKE, THENCE SOUTHERLY, SOUTHEASTERLY AND SOUTHWESTERLY ALONG WATERS' EDGE OF SAID LAKE TO INTERSECT THE WEST BOUNDARY OF SAID SECTION 6, THENCE NORTH TO P.O.B.

PARCEL TWO: THE SW 1/4 OF NE 1/4, LESS THE SOUTH 600 FEET; THE NW 1/4 OF NE 1/4; AND THAT PORTION OF NE 1/4 OF NE 1/4 LYING AND BEING NORTH AND WEST OF A STRAIGHT LINE DRAWN FROM THE NW CORNER OF THE SE 1/4 OF NE 1/4 OF SECTION 7, TO A POINT ON THE EAST BOUNDARY OF SECTION 6, 901.55 FEET NORTH OF THE SE CORNER OF SECTION 6, AND THE NE CORNER OF SECTION 7, ALL IN SECTION 7, TOWNSHIP 21 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA.

AND

THE EAST 1/2 OF SECTION 6, LESS THAT PORTION OF THE SE 1/4 OF SE 1/4 THAT LIES EAST AND SOUTH OF A STRAIGHT LINE DRAWN FROM NW CORNER OF THE SE 1/4 OF THE NE 1/4 OF SECTION 7 TO A POINT ON THE EAST BOUNDARY OF SECTION 6, THAT IS 901.55 FEET NORTH OF THE SE CORNER OF SECTION 6.

AND

THE EAST 1/2 OF GOVERNMENT LOT 2, SECTION 7, TOWNSHIP 21 SOUTH, RANGE 25 EAST, THE SAME BEING THE SE 1/4 OF THE NW 1/4 OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 25 EAST, LESS BEGIN ON THE SOUTH LINE OF NW 1/4, SECTION 7, TOWNSHIP 21 SOUTH, RANGE 25 EAST AT A POINT SOUTH 89° 26' 11" WEST A DISTANCE OF 911.10 FEET FROM THE CENTER OF SECTION 7, RUN THENCE SOUTH 89° 26' 11" WEST ALONG SAID SOUTH LINE A DISTANCE OF 314.88 FEET TO A POINT, SAID POINT BEING THE SOUTHWEST CORNER OF SW 1/4 OF NW 1/4 OF SAID SECTION 7, THENCE NORTH 0° 53' 06" WEST ALONG THE WEST LINE OF SAID SE 1/4 OF NW 1/4 A DISTANCE OF 177.61 FEET TO A POINT, THENCE SOUTH 6° 12' 55" EAST A DISTANCE OF 362.38 FEET TO THE P.O.B.

ALSO, ALL INTEREST IN EASEMENT DESCRIBED IN THAT CERTAIN EASEMENT CONVEYED TO FLORIDA STATE

TURNPIKE AUTHORITY FOR RIGHT OF WAY PURPOSES ON THE 26TH DAY OF OCTOBER 1962 AND RECORDED IN OFFICIAL RECORDS BOOK 221 PAGE 303 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

PARCEL THREE: THE NORTH 1/2 OF GOVERNMENT LOT 4, IN SECTION 5, TOWNSHIP 21 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA.

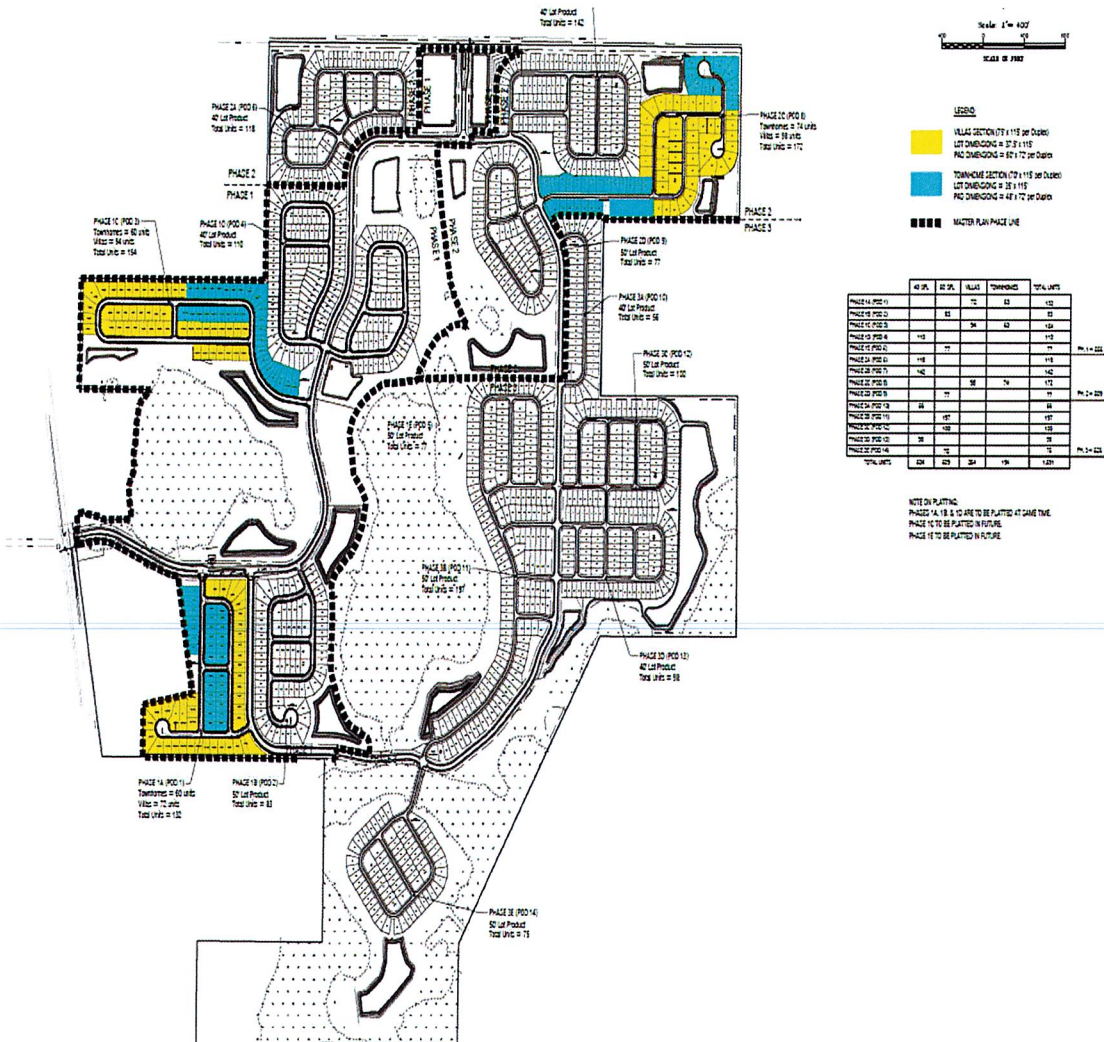
PARCEL FOUR: NW 1/4 OF SW 1/4; AND NORTH 418.45 FEET OF THE SW 1/4 OF THE SW 1/4 ALL IN SECTION 5, TOWNSHIP 21 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA.

OFFICIAL RECORDS BOOK 892, PAGE 420 (NOT INCLUDED IN TITLE COMMITMENT):

PARCEL FIVE: THAT PART OF GOVERNMENT LOT 4 IN SECTION 6, TOWNSHIP 21 SOUTH, RANGE 25 EAST, IN LAKE COUNTY, FLORIDA, BOUNDED AND DESCRIBED AS FOLLOWS:

FROM THE NORTHWEST CORNER OF SAID SECTION 6, RUN SOUTHERLY ALONG THE WEST LINE OF SAID SECTION 6 A DISTANCE OF 1763.2 FEET TO A CONCRETE MONUMENT, BEING THE POINT OF BEGINNING OF THIS DESCRIPTION. FROM SAID POINT OF BEGINNING, RUN SOUTH 89°48'41" EAST 940 FEET TO A CONCRETE MONUMENT; THENCE SOUTH 0°33'47" WEST 526.8 FEET TO A CONCRETE MONUMENT; CONTINUE THENCE IN THE SAME DIRECTION TO THE SOUTH LINE OF SAID GOVERNMENT LOT 4; THENCE WESTERLY ALONG SAID SOUTH LINE TO THE SOUTHWEST CORNER OF SAID GOVERNMENT LOT 4; THENCE NORTHWESTERLY ALONG THE WEST LINE OF SAID SECTION 6 TO THE POINT OF BEGINNING.

Schedule “B”



City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.7.

Meeting Date: March 10, 2025

From: Dan Miller, (Planning and Zoning Director)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, approving a Proportionate Share Mitigation Agreement entered into by and between the School Board of Lake County, Florida, Meritage Homes of Florida, Inc., and the City of Leesburg, Florida, to allow for payment of Lake County School Impact Fees; and providing an effective date. (Manor Oaks)

Staff Recommendation:

Planning and Zoning Staff recommend approval of the attached Proportionate Share Mitigation Agreement.

Analysis:

A proportionate share agreement is a method of paying for student station costs to assist in future funding of additional student stations created by a new development. This Proportionate Share Mitigation agreement requires a payment of \$472,087, payable to the Lake County School board, prior to recording the plat for each phase of the property in the Public Records of Lake County. This agreement runs with the land, and shall therefore be binding on all successors and assigns of the Applicant/Contract Purchaser. The City of Leesburg does not assume duties under this agreement, nor does it undertake any liability. It joins as a party only in its capacity as the local government having jurisdiction over the development.

Procurement Analysis:

N/A

Options:

1. Approve the attached Proportionate Share Mitigation Agreement as presented; or
2. Other action as the Commission may choose.

Fiscal Impact:

No fiscal impact on the City of Leesburg is anticipated as a result of this agreement.

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, APPROVING A PROPORTIONATE SHARE MITIGATION AGREEMENT ENTERED INTO BY AND BETWEEN THE SCHOOL BOARD OF LAKE COUNTY, FLORIDA, MERITAGE HOMES OF FLORIDA, INC., AND THE CITY OF LEESBURG, FLORIDA, TO ALLOW FOR PAYMENT OF LAKE COUNTY SCHOOL IMPACT FEES; AND PROVIDING AN EFFECTIVE DATE. (MANOR OAKS)

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

THAT the Mayor and City Clerk are hereby authorized to execute a Proportionate Share Mitigation Agreement, under Lake County School Concurrence Case Number 2024-17, for the Project known as Manor Oaks, as attached hereto, between the Lake County School Board, whose address is 201 West Burleigh Avenue, Tavares, Florida, 32778, and Meritage Homes of Florida, Inc., a Florida Profit Corporation, whose address is 5337 Millenia Boulevard, Suite 410, Orlando, Florida, 32839, and the City of Leesburg, whose address is 501 West Meadow Street, Leesburg, Florida, 34748.

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 10th day of March 2025.

Mayor

ATTEST:

City Clerk

Return to:

Lake County Schools – Growth Planning Dept.
201 W. Burleigh Blvd.
Tavares, FL 32778

PROPORTIONATE SHARE MITIGATION AGREEMENT

**Project Name: Manor Oaks
School Concurrency Case# 2024-17**

THIS PROPORTIONATE SHARE MITIGATION AGREEMENT, is entered into by and between School Board of Lake County, Florida, a political subdivision of the State of Florida, whose address is 201 West Burleigh Boulevard, Tavares, Florida 32778 (“**School Board**”), Meritage Homes of Florida, Inc., a Florida Profit Corporation, whose address is 5337 Millenia Boulevard, Suite 410, Orlando, Florida 3239 (“**Applicant/Contract Purchaser**”), and City of Leesburg, a Florida municipal corporation, whose address is 501 West Meadow Street, Leesburg, Florida 34748 (“**Local Government**”). School Board, Applicant, and Local Government may also be referred to herein each as a “**Party**”.

WHEREAS, School Board, the municipalities located within Lake County, Florida, and the Board of County Commissioners of Lake County, Florida (“**County**”) entered into that certain First Amended Interlocal Agreement For School Facilities Planning and Siting recorded June 23, 2008 in Official Records Book 3644, Page 1, in the public records of Lake County, Florida (the “**Interlocal Agreement**”).

WHEREAS, pursuant to Section 5 of the Interlocal Agreement an application for a subdivision, site plan, or plat for residential dwelling units that will generate students in a Concurrency Service Area in which there is insufficient School Capacity to accommodate the anticipated students must enter into a Proportionate Share Mitigation Agreement to mitigate the school overcrowding attributable to the anticipated students, all as specified in the Interlocal Agreement.

WHEREAS, Applicant are the owners of those certain tract(s) of land located in Leesburg, Florida, commonly identified by Alternate Key(s) 3814748 and more particularly described on **Exhibit “A”** attached hereto and illustratively depicted on **Exhibit “B”** attached hereto (the “**Property**”).

WHEREAS, Applicant have requested Local Government approval to allow development of one hundred and thirteen (113) total dwelling units (the “**Total Units**”) on the Property (the “**Project**”), as depicted on the site plan attached hereto as **Exhibit “C”**.

WHEREAS, based on the current adopted Level of Service standards of the Concurrency Service Area in which the Property is currently located, School Board has determined existing school capacity is insufficient for the number of students anticipated to be generated by the Project.

WHEREAS, the School Board has determined the anticipated deficit created by the Project as of the date of School Board’s capacity review is eleven (11) high school students (the “**Capacity Deficit**”).

WHEREAS, Local Government’s approval of the final site plan or final plat without requiring mitigation of the Capacity Deficit will either create or worsen school overcrowding.

WHEREAS, the Applicant have agreed to enter into this Agreement to provide mitigation proportionate to the demand on Public School Facilities created by the actual development of the Project.

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, School Board, Applicant and Local Government hereby agree as follows:

1. **Recitals.** The above recitals are true and correct and fully incorporated herein.
2. **Definitions.** Any capitalized terms used but not defined herein shall have the same meaning as set forth in the Interlocal Agreement.
3. **Term.** The term of this Agreement shall commence on the date this Agreement is recorded in the Public Records of Lake County, Florida (the “**Effective Date**”) and, unless earlier terminated in accordance herewith, shall end on the date that is two (2) years after the Effective Date (the “**Expiration Date**”). The term of this Agreement may be extended once for a period of six (6) months if (i) requested by Applicant by delivering a sworn affidavit to School Board, no later than thirty (30) days prior to the Expiration Date, that demonstrates Applicant good faith efforts to obtain all development approvals required to proceed with the Project, and (ii) School Board and Local Government agree to extend the term of this Agreement. Any extension of this Agreement shall be evidenced by an Amendment to this Agreement signed by Applicant, School Board, and Local Government and recorded, at Applicant’s sole expense, in the public records of Lake County, Florida.
4. **Mitigation Payment.** Applicant shall pay to School Board the cost to mitigate the Capacity Deficit as follows:

- a. **Amount.** Applicant’s proportionate share mitigation payment is Four Hundred Seventy-Two Thousand Eighty Seven Hundred and 00/100 Dollars (\$472,087 USD) (the “**Mitigation Payment**”). The Mitigation Payment is the product of the Capacity Deficit multiplied by the applicable Cost of Student Station (i.e. $11 \times \$42,917.00 = \$472,087.00$).
- b. **Due Date.** The Mitigation Payment shall be made prior to recording of a plat approved by Local Government for the Project (the “**Due Date**”). This provision shall survive the expiration of this Agreement. If a phased project, the payments will be due prior to recording a final plat for each phase.

In the event that the final plat approved by LOCAL GOVERNMENT results in less than the proposed 113 residential single family dwelling units, then the estimated Proportionate Share Mitigation set forth above will be adjusted accordingly based on the final number of residential dwelling units (lots) approved for the Project by LOCAL GOVERNMENT.

- c. **Delivery Instructions.** Applicant shall deliver the Mitigation Payment with the completed payment form, a copy of which is attached hereto as **Exhibit “D”**, to the School Board’s Growth Planning Department at 201 West Burleigh Boulevard, Tavares, FL 32778.
5. **Mitigation Payment Credit.** The Mitigation Payment shall be credited against the total educational impact fees due for the Project. Applicant shall remain obligated for payment of all remaining educational impact fees due after application of the Mitigation Payment credit in accordance with the Lake County Impact Fee Ordinance. Notwithstanding anything contained herein to the contrary, Applicant shall not be entitled to a credit for the Mitigation Payment unless and until such payment is

actually made and delivered to School Board. The School Board will notify all applicable local governments once the Mitigation Payment is received by the School Board.

6. **Termination.** This Agreement shall be terminated at the School Board's option if (a) Local Government does not issue final development approval for the Project, or (b) Applicant fails to fully pay the Mitigation Payment when due hereunder and such breach remains uncured for a period of thirty (30) days. Provided, however, with respect to clauses (a) and (b) of the preceding sentence (collectively, the "Termination Conditions"), prior to exercising the termination right set forth herein, the School Board shall provide written notice of its election to terminate this Agreement as a result of the failure of the foregoing Termination Conditions, and provide Applicant with the reasonable opportunity to cure the same for a period of not less than thirty (30) days, following which, and provided that the Termination Conditions remain unsatisfied, the School Board may terminate this Agreement upon written notice to Applicant.

7. **Effect of Termination.** Except as otherwise provided for herein, if this Agreement is terminated, then Applicant and School Board shall have no further duties or obligations hereunder and Applicant shall (a) forfeit all administrative or application fees paid to School Board, (b) forfeit the current school concurrency reservation associated with the Project, (c) cease all construction activities associated with the Project, and (d) re-apply for any future school concurrency reservation associated with the Project.

8. **Acknowledgements.** Applicant, School Board, and Local Government each hereby acknowledge and agree that (a) this Agreement constitutes a legally binding commitment, pursuant to Section 163.3180, Florida Statutes, to provide mitigation proportionate to the demand for public school facilities to be created by actual development of the Project, (b) this Agreement does not constitute, and shall not be construed as, a development permit, development agreement, development order, or any other instrument or governmental act permitting the development of the Property, and (c) development of the Property and the Project is and shall remain subject to all land development rules, regulations, and approvals of Local Government and all other governmental bodies, agencies, or authorities having jurisdiction over development of the Property or the Project.

9. **Assignability.** This Agreement shall run with the land and be binding on and shall inure to the benefit of Applicant, School Board, Local Government, and their respective successors and assigns. Notwithstanding anything contained herein to the contrary, Applicant may assign its rights or obligations contained herein to a successor to the Property upon the execution of a written instrument memorializing the same, provided that the parties shall provide timely notice of any such assignment to the School Board. Any such assignment shall be evidenced by an instrument signed by Applicant, accepted by Applicant's assignee, and thereafter recorded, at Applicant's sole expense, in the public records of Lake County, Florida.

10. **Notices.** Any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed to be given if delivered by hand, sent by United States registered or certified mail (return receipt requested), sent by recognized overnight courier, or sent by email addressed as follows:

If to School Board:

School Board of Lake County
Attn: Superintendent of Schools
201 West Burleigh Blvd.
Tavares, FL 32778

If to Local Government: City of Leesburg
Attn: City Manager
501 W. Meadow Street
Leesburg, FL 34748

If to Applicant/
Contract Purchaser: Meritage Homes of Florida
Attn: Brian Kittle, Division President
5337 Millenia Blvd., #410
Orlando, Florida 32839

Notices shall be deemed effective only if sent to each address listed for the intended recipient Party, or such other address as may be subsequently provided by that Party in writing. Notices personally delivered, sent by United States registered or certified mail, or sent by overnight courier shall be deemed given on the date of receipt. Notices sent by e-mail shall be deemed sent upon transmission if sent to the recipient Party's e-mail address shown above and the e-mail message is not returned to the sender as being undeliverable.

11. **Incorporation.** All exhibits attached hereto are fully incorporated herein and made a part hereof.

12. **Recording of this Agreement.** Applicant shall submit this Agreement to the Lake County Clerk of Court for recording, at Applicant's sole expense, in the public records of Lake County, Florida within ten (10) days after full execution by Applicant, School Board, and Local Government. Failure to timely submit this Agreement for recording shall render it null and void.

13. **Recording Notice of Satisfaction.** Within thirty (30) days after receiving the final Mitigation Payment, School Board, at School Board's sole expense, shall record a notice of satisfaction, which references the recording information of this Agreement and acknowledges receipt of the Mitigation Payment, in the public records of Lake County, Florida.

14. **Entire Agreement.** This Agreement, including all exhibits attached hereto, constitutes the entire agreement between and among Applicant, School Board, and Local Government, and replaces all prior communications, understandings, representations, arrangements, and agreements, whether oral or written, between or among them, related to the terms and subject matter of this Agreement that were not otherwise reduced to writing and incorporated herein.

15. **Construction.** This Agreement shall be construed as if Applicant, School Board, and Local Government jointly prepared this Agreement, and any uncertainty or ambiguity shall not be construed against any one Party. Whenever applicable in this Agreement, the use of the singular shall include the plural and the use of the plural shall include the singular. The headings used in this Agreement are solely for convenience of reference and shall not control the meaning or interpretation of this Agreement.

16. **Modification; Waiver.** This Agreement may not be modified or amended, nor shall any provision of this Agreement be waived except in writing signed by Applicant, School Board, and Local Government or their respective agents acting under express written authority to do so. No oral agreement, statement, promise, undertaking, understanding, arrangement, act, or omission of any Party, occurring after the date hereof may be deemed an amendment or modification to this Agreement unless reduced to writing and signed by Applicant, School Board, and Local Government or their respective agents acting under express written authority to do so.

17. **Counterparts.** This Agreement may be executed in as many counterparts as may be required, each of which when so executed shall be deemed an original, but all of which when taken together shall constitute a single agreement. An electronic or facsimile copy of this Agreement and any signatures hereon shall be considered for all purposes as originals.

18. **Severability.** If for any reason any of the covenants, agreements, terms, or provisions contained herein shall be determined or declared to be invalid or unenforceable by a court of competent jurisdiction, then the validity and enforceability of the remaining covenants, agreements, terms, and provisions hereof shall be in no way affected, prejudiced, or disturbed by said determination or declaration and this Agreement shall be automatically conformed to the law and shall continue in full force and effect.

19. **Governing Law.** The laws of the State of Florida shall apply to and control any dispute concerning the interpretation, construction, performance, or enforcement of this Agreement. Applicant, School Board, and Local Government each hereby agree that the exclusive jurisdiction for any legal proceeding arising out of or relating to this Agreement shall be the courts serving Lake County, Florida and Applicant, School Board, and Local Government hereby waive any challenge to personal jurisdiction or venue in such courts.

20. **Prevailing Party Attorney's Fees.** If Applicant, School Board, or Local Government brings a legal action or proceeding arising out of or relating to this Agreement or because of an alleged dispute, breach, default, or misrepresentation hereof or for a declaration of the rights and obligations in connection with this Agreement, then the prevailing Party shall be entitled to reasonable attorney's fees and other costs incurred in that action or proceeding in addition to any other relief to which the prevailing Party may otherwise be entitled.

21. **Change in Circumstances.** If, prior to the Due Date, the Total Units or any other part of the Project is altered or amended in a manner that increases the Capacity Deficit, then Applicant shall submit a separate application for such increase, which shall be subject to a separate review for school concurrency purposes.

22. **Time of the Essence.** Time is of the essence as to all due dates, deadlines, and time periods set forth herein.

23. **Authority.** Each person signing below represents and warrants they possess full authority to enter into this Agreement and to lawfully and effectively bind the entity they purport to represent.

Remainder of Page Left Blank Intentionally

IN WITNESS WHEREOF, Applicant/Contract Purchaser, School Board, and Local Government have executed this Agreement as of the dates set forth below.

Signed, sealed, and delivered
in the presence of:

Gabriel Shamma
Signature of Witness #1

Gabriel Shamma
Printed Name of Witness #1

5337 Millenia Lakes Blvd

Suite 235 Orlando, FL 32837
Printed Address of Witness #1

Sergio Chong SoSe
Signature of Witness #2

Sergio Chong SoSe
Printed Name of Witness #2

5337 Millenia Lakes Blvd

Suite 235, Orlando, FL 32839
Printed Address of Witness #2

MERITAGE HOMES OF FLORIDA, INC.,
a FLORIDA PROFIT CORPORATION

By: Brian Kittle
Brian Kittle, Division President

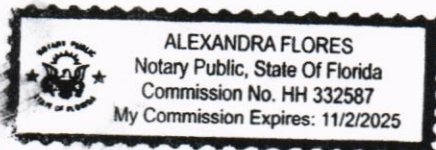
Date: 2/6/2025

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me, by means of X physical presence or
____ online notarization, this 6 day of February, 2025, by Brian Kittle, as Division President
of MERITAGE HOMES OF FLORIDA, INC., a Florida Profit Corporation, on behalf of the company.
He X is personally known to me OR ____ has produced _____ as
identification and did/did not take an oath.

[AFFIX NOTARY SEAL]



Alexandra Flores
Notary Public
Alexandra Flores
Print Name
My Commission Expires: 11/2/2025

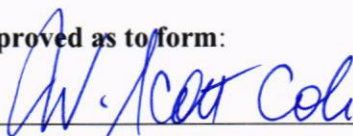
IN WITNESS WHEREOF, Applicant/Contract Purchaser, School Board, and Local Government have executed this Agreement as of the dates set forth below.

The School Board of Lake County, Florida

By: 
Tyler Brandenburg, Board Chair

Date: 2-24-2025

Approved as to form:


School Board Attorney

Attest:


Diane S. Kornegay, Superintendent

City of Leesburg, Florida

By: _____
Alan Reisman, Mayor

Date: _____

Approved as to form:

City Attorney

Attest:

City Clerk

Exhibit A – Legal Description

A PARCEL OF LAND COMPRISING PORTIONS OF SECTIONS 22 AND 23, TOWNSHIP 20 SOUTH, RANGE 24 EAST, CITY OF LEESBURG, LAKE COUNTY, FLORIDA.

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF SAID SECTION 22 ALSO BEING A POINT ON THE NORTH RIGHT-OF-WAY LINE OF MANOR OAKS COURT ACCORDING TO THE PLAT OF PLANTATION AT LEESBURG ASHLAND VILLAGE AS RECORDED IN PLAT BOOK 55, PAGES 12 THROUGH 14 OF THE PUBLIC RECORDS OF LAKE COUNTY FLORIDA; THENCE RUN NORTH 89° 09' 58" WEST ALONG SAID NORTH RIGHT-OF-WAY LINE FOR A DISTANCE OF 2587.76 FEET TO THE POINT OF INTERSECTION OF SAID NORTH RIGHT-OF-WAY LINE AND THE EAST RIGHT-OF-WAY LINE OF COUNTY ROAD 33 ACCORDING TO RIGHT-OF-WAY BOOK 1, PAGE 56 AND RIGHT-OF-WAY BOOK 3, PAGE 174 OF SAID PUBLIC RECORDS; THENCE RUN NORTH 01° 00' 29" EAST ALONG SAID EAST RIGHT-OF-WAY LINE FOR A DISTANCE OF 1325.52 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF AFORESAID SECTION 22; THENCE RUN SOUTH 89° 07' 45" EAST ALONG SAID NORTH LINE ALSO BEING IN PART THE NORTH LINE OF A 170.00 FOOT WIDE FLORIDA POWER CORPORATION EASEMENT ACCORDING TO THE PLAT OF ARLINGTON RIDGE PHASE 1-B AS RECORDED IN PLAT BOOK 55, PAGES 80 THROUGH 96, OFFICIAL RECORDS BOOK 308, PAGE 470 AND OFFICIAL BOOK 3736, PAGE 2189 OF AFORESAID PUBLIC RECORDS FOR A DISTANCE OF 786.94 FEET TO THE MOST WESTERLY CORNER OF SAID ARLINGTON RIDGE PHASE 1-B; THENCE DEPARTING SAID NORTH LINES RUN SOUTH 59° 23' 09" EAST ALONG THE SOUTHWESTERLY LINE OF SAID ARLINGTON RIDGE PHASE 1-B ALSO BEING THE NORTHEASTERLY LINE OF SAID 170.00 FOOT WIDE FLORIDA POWER CORPORATION EASEMENT FOR A DISTANCE OF 2668.65 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHWEST 1/4 OF AFORESAID SECTION 23; THENCE RUN NORTH 89° 06' 59" WEST ALONG SAID SOUTH LINE AND IN PART THE NORTH LINE OF AFORESAID PLANTATION AT LEESBURG ASHLAND VILLAGE FOR A DISTANCE OF 519.44 FEET TO THE POINT OF BEGINNING.

CONTAINS 59.22 ACRES MORE OR LESS.

Exhibit B – Location Map



[illegible]

Exhibit D – Proportionate Share Mitigation Payment Form

Section 1	Proportionate Share Mitigation Information
LCS#:	2024-17
Project Title:	Manor Oaks
Local Jurisdiction:	Leesburg
Parcel ID's/Alt Keys: (list all parcel identification numbers or alternate keys that apply to this agreement project boundaries)	3814748
Permit Type: (Plat, preliminary plat or site plan, final subdivision plan, etc.)	Final Plat(s) or Final Site Plan(s)
Section 2	Applicant Information (to be completed by Applicant for each payment)
Date:	
Name:	
Company/Firm:	
Contact phone number:	
Email Address:	
Section 3	Residential Development Project Information
Plat/Site Plan Title: (as it appears on the document)	Manor Oaks
Total Units:	113 SF
Unit Type: SF, MF, MH	Single-Family
Section 4	Payment Information
Payment Amount:	\$
Mitigation Review Fee (if applicable):	N/A Previously paid
Total Amount of This Payment	\$
	
Instructions	
Complete form and return with payment to: Lake County Schools Growth Planning Department – 220 North Central Avenue, Umatilla, FL 32784 For more information contact Growth Planning Department at 352-253-6694 or by email at lavalleyh@lake.k12.fl.us	

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.C.1.

Meeting Date: March 10, 2025

From: Andi Purvis, (City Clerk), Cliff Kelsey, (Public Works Director)

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

Staff Recommendation:

Staff recommends the approval of a Resolution appointing members to the Beautification Advisory Committee.

Analysis:

The City Commission established a Beautification Advisory Committee by Resolution 11,951, on December 16, 2024. The Beautification 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.

The Commission shall approve all voting members whose terms shall be one (1) year and may be renewed or sooner terminated at the discretion of the City Commission.

Each voting member appointed 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.

Nine applications have been received and are attached for review:

Paula Jordan - 620 Yorktown Drive, Leesburg
Brittany Leonard - 40325 CR 452, Leesburg
Barbara Gardner - 416 Goss Avenue, Leesburg
Dr. Erika Jasper - 2110 Johns Avenue, Leesburg
Dianne Venetta - 6901 Sunnyside Drive, Leesburg
Deb Jayne - 626 Timbercrest Drive, Leesburg
Lisa Humphreys - 2301 South Street, Leesburg
D'Manti Nettles - 1081 Bradford Ridge, Leesburg
Tiffany Whitley - 8037 Gibson Terrace, Leesburg

Procurement Analysis:

N/A

Options:

1. Approve Resolution appointing members to the Beautification Advisory Committee as presented; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

None

RESOLUTION NO. _____

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

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

THAT the City Commission hereby adopts the Resolution appointing five (5) voting members to the Beautification Advisory Committee:

_____ to serve a one (1) year
term.

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 10th day of March 2025.

Mayor

ATTEST:

City Clerk

City of Leesburg
Appointed Boards & Commission Application

RECEIVED
DEC 23 2024
BY:

Date: 12/19/2024

Name: Paula Jordan Home Phone: 3526383489

Mailing Address:
620 Yorktown Drive Leesburg, Florida

Home Address:
same as above

Business Name & Type:

Business Address:

Business telephone number: _____ ext. _____

Position: City Beautification Advisory Committee

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

Currently involved assisting the City of Leesburg via a cooperative program between LifeStream and Public Works. Would love to further this partnership utilizing and participating as a part of this important committee.

Professional Organizations/Memberships:

Have you served on a city board or committee in the past? No

If yes, Dates Served _____

Name of Board or committee:

____ Library Board ____ Historic Preservation Board ____ Planning Commission

____ Greater Leesburg CRA ____ Carver Heights & Vicinity CRA

____ Fire Department Pension Board of Trustees ____ General Employees Retirement Board of Trustees

____ Police Department Pension Board of Trustees ____ Other(Specify):

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



Signature of Applicant

12-19-24

Date

Return to: City Clerk's Office City of Leesburg

P.O. Box 490630

Leesburg, FL, 34739-0630

PRINT ONLY For information of how to use this form. Contact: City Clerk

RECEIVED
FEB 24 2025

City of Leesburg

Appointed Boards & Commission Application BY: CC

Date: 2/11/2025
Name: Brittany Leonard Home Phone: 352-932-4483
Mailing Address: 40325 County Rd. 452, Leesburg FL 34788
Home Address: 'same'

Business Name & Type: HOME on West Main / Home Decor & Semi-custom cabinets

Business Address: 309 West Main St.

Business telephone number: 352-932-2622 ext. _____

Position: Owner

Education, Training or Experience related to the activities of the Advisory Body

to which appointment is sought:

10+ years in complete home renovation & design in North Carolina. Oversight of trades from demolition to completion. Floor plan, exterior & landscape design.

Professional Organizations/Memberships:

Leesburg Chamber of Commerce (January 2025)

Have you served on a city board or committee in the past? NO

If yes, Dates Served _____

Name of Board or committee:

____ Library Board ____ Historic Preservation Board ____ Planning Commission
____ Greater Leesburg CRA ____ Carver Heights & Vicinity CRA
____ Fire Department Pension Board of Trustees ____ General Employees Retirement Board of Trustees
____ Police Department Pension Board of Trustees ☒ Other(Specify):
Beautification Advisory Committee

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


Signature of Applicant

2/11/2025
Date

RECEIVED
FEB 24 2025

City of Leesburg

Appointed Boards & Commission Application

BY: CC

Date: 2/11/25

Name: Barbara M. Gardner Home Phone: 352-708-1549

Mailing Address: 416 Goss Ave Leesburg, FL 34748

Home Address: "same address"

Business Name & Type: _____

Business Address: _____

Business telephone number: _____ ext. _____

Position: _____

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

Professional Organizations/Memberships:

Have you served on a city board or committee in the past? NO

If yes, Dates Served _____

Name of Board or committee:

☐ Library Board ☐ Historic Preservation Board ☐ Planning Commission

☐ Greater Leesburg CRA ☐ Carver Heights & Vicinity CRA

☐ Fire Department Pension Board of Trustees ☐ General Employees Retirement Board of Trustees

☐ Police Department Pension Board of Trustees ☒ Other(Specify):

Beautification Advisory Committee

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

Barbara M. Gardner
Signature of Applicant

2/11/25
Date

RECEIVED
FEB 24 2025

City of Leesburg

Appointed Boards & Commission Application BY: CC

Date: 2-11-25

Name: DR. ERIKA JASPER Home Phone: 352-255-2695

Mailing Address: P.O. BOX 492602; LEESBURG; FL 34749

Home Address: 2110 Johns Ave; LEESBURG, FL 34748

Business Name & Type: HARMONY POINTE

Business Address: P.O. Box 492602; LEESBURG, FL 34749

Business telephone number: 352-255-2695 cell ext. _____

Position: OPERATIONAL MGR.

Education, Training or Experience related to the activities of the Advisory Body

to which appointment is sought:

- COMMUNITY CLEAN-UP WHILE ON CARVER HEIGHTS CRA BOARD IN ~~ASSOCIATION~~ COLLABORATION W/ KEEP LAKE BEAUTIFUL.
- CARVER HEIGHTS CRA BOARD

Professional Organizations/Memberships:

- COMMUNITY DEVELOPMENT CORPORATION - BOARD MEMBER
- HOMES IN PARTNERSHIP - BOARD MEMBER
- FLORIDA PHARMACY ASSOCIATION

Have you served on a city board or committee in the past? yes

If yes, Dates Served 2019-2023

Name of Board or committee:

☐ Library Board ☐ Historic Preservation Board ☐ Planning Commission

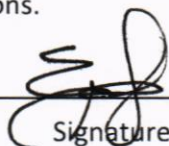
☐ Greater Leesburg CRA ☒ Carver Heights & Vicinity CRA

☐ Fire Department Pension Board of Trustees ☐ General Employees Retirement Board of Trustees

☐ Police Department Pension Board of Trustees ☒ Other(Specify):

Beautification Advisory Committee

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



Signature of Applicant

2/11/25

Date

Return to: City Clerk's Office City of Leesburg

P.O. Box 490630

Leesburg, FL, 34739-0630

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BY: *U*

BY: *U*

RECEIVED
FEB 24 2025

City of Leesburg

Appointed Boards & Commission Application BY: CC

Date: 2/18/25

Name: Deb Jayne

Home Phone: 480-528-5782

Mailing Address:

626 Timbercrest Dr. Leesburg, FL 34748

Home Address:

Same

Business Name & Type:

Bases Loaded & The Booby Trap Foundation

Business Address:

1012 W. Main St. Leesburg, FL 34748

Business telephone number: 480-528-5782 ext. _____

Position: Owner

Education, Training or Experience related to the activities of the Advisory Body

to which appointment is sought: I've been on the Keep Lake Beautiful
advisory Board for 2 years now.
I am also assisting w/ AIB conference this year.

Professional Organizations/Memberships:

Co-Ambassador chair w/ Leesburg Chamber
Keep Lake Beautiful Board member

Have you served on a city board or committee in the past? NO

If yes, Dates Served _____

Name of Board or committee:

____ Library Board ____ Historic Preservation Board ____ Planning Commission

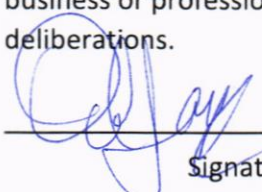
____ Greater Leesburg CRA ____ Carver Heights & Vicinity CRA

____ Fire Department Pension Board of Trustees ____ General Employees Retirement Board of Trustees

____ Police Department Pension Board of Trustees ☒ Other(Specify):

Beautification Advisory Committee

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



Signature of Applicant

2/18/25

Date

Return to: City Clerk's Office City of Leesburg

P.O. Box 490630

Leesburg, FL, 34739-0630

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RECEIVED
FEB 24 2025

City of Leesburg

Appointed Boards & Commission Application

BY: cc

Date: 2-19-25
Name: Dmani Latrod NEHLES Home Phone: 954-798-3402
Mailing Address: 1081 Bradford Ridge Leesburg FL 32748
Home Address: 1081 Bradford Ridge Leesburg FL 32748
Business Name & Type: Latrod Legacy LLC. / Latrod Taxes / Realtor NEHLES
Business Address: 1200 Oakley Seaver DR Ste 109 Clermont FL
Business telephone number: 954-798-3402 ext. _____
Position: CEO / Realtor
Education, Training or Experience related to the activities of the Advisory Body
to which appointment is sought:

Professional Organizations/Memberships:

Leesburg Recreational Board
West Leesburg CDC Advisory

Have you served on a city board or committee in the past? NO

If yes, Dates Served _____

Name of Board or committee:

☐ Library Board ☐ Historic Preservation Board ☐ Planning Commission
☐ Greater Leesburg CRA ☐ Carver Heights & Vicinity CRA
☐ Fire Department Pension Board of Trustees ☐ General Employees Retirement Board of Trustees
☐ Police Department Pension Board of Trustees ☒ Other(Specify):
Beautification Advisory Committee

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

Dmani L. Nehtles
Signature of Applicant

2-19-25
Date

RECEIVED
FEB 24 2025

City of Leesburg

Appointed Boards & Commission Application BY: CC

Date: 2.19.25

Name: Lisa Humphreys

Home Phone: cell 352-406-3357

Mailing Address:

2301 South St., Leesburg 34748

Home Address:

Business Name & Type:

The Father's House Church

Business Address:

2301 South St., Leesburg 34748

Business telephone number: 352-315-1815 ext. —

Position: Administrator, KidCity Learning Center & TFFH Community Liaison

Education, Training or Experience related to the activities of the Advisory Body

to which appointment is sought:

LSCC Graduate AS degree
UCF Business Major
25+ years sales experience
Business Owner

Professional Organizations/Memberships:

Hope Coalition
Student Advisory Council - Leesburg Elementary

Have you served on a city board or committee in the past? NO

If yes, Dates Served _____

Name of Board or committee:

☐ Library Board ☐ Historic Preservation Board ☐ Planning Commission

☐ Greater Leesburg CRA ☐ Carver Heights & Vicinity CRA

☐ Fire Department Pension Board of Trustees ☐ General Employees Retirement Board of Trustees

☐ Police Department Pension Board of Trustees ☒ Other(Specify): _____

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

Lisa Humphreys

Signature of Applicant

2.19.25

Date

Return to: City Clerk's Office City of Leesburg

P.O. Box 490630

Leesburg, FL, 34739-0630

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RECEIVED
MAR 05 2025

City of Leesburg

Appointed Boards & Commission Application

BY: CC

Date: 2.20.25

Name: Tiffany Whitley

Home Phone: 352-408-3415

Mailing Address:

8037 Gibson Terrace, Leesburg, FL 34748

Home Address:

Business Name & Type:

Humble Abode Interiors; Interior Design + Decorating

Business Address:

8037 Gibson Terrace; Leesburg FL 34748

Business telephone number: 352-408-3415 ext. -

Position: Lead designer, Owner

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

As an interior designer, my expertise in creating aesthetically pleasing spaces through carefully thought-out color palettes + design schemes. My experience + eye for detail will contribute!

Professional Organizations/Memberships:

Leadership Lake County

Have you served on a city board or committee in the past? NO

If yes, Dates Served -

Name of Board or committee:

☐ Library Board ☐ Historic Preservation Board ☐ Planning Commission

☐ Greater Leesburg CRA ☐ Carver Heights & Vicinity CRA

☐ Fire Department Pension Board of Trustees ☐ General Employees Retirement Board of Trustees

☐ Police Department Pension Board of Trustees ☒ Other(Specify):

Beautification Advisory Committee

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

Tiffany Whitley
Signature of Applicant

2.20.25
Date

Return to: City Clerk's Office City of Leesburg

P.O. Box 490630

Leesburg, FL, 34739-0630

PRINT ONLY For information of how to use this form, Contact: City Clerk

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.C.2.

Meeting Date: March 10, 2025

From: Travis Rima, (Recreation Director)

Subject: Susan Street Update - US 27 Entryway - Discussion and Commission Direction

Staff Recommendation:

Staff recommends approval to commence construction of the original Susan Street Project Plan with the alternative entrance on William Street.

Analysis:

Staff, in collaboration with Halff and Kingdom Construction, has been diligently working towards the commencement of construction on the Susan Street Sports Complex. We are prepared to proceed with groundbreaking and demolition of the existing facility.

During the design phase, multiple entrance options were considered. The preferred entrance, located off Highway 27 at the current entrance to Pizza Hut and Gateway Plaza, was identified as the optimal location. A secondary entrance, located off William Street, was designated as a possible alternative.

In early 2024, staff initiated efforts to secure easement agreements with the three property owners impacted by the planned beautification of the entrance: Pat's Sales, Gateway Plaza, and Pizza Hut. Despite sustained efforts to engage these property owners and address potential concerns, we have been unable to reach an agreement.

Summary of Engagement:

1. **Gateway Plaza:** Initial contact was made in mid-January 2024, followed by a Zoom meeting with Recreation Director Travis Rima on January 19, 2024. Subsequent communication was sporadic. Despite assistance from the City Attorney's office and City Manager Al Minner, communication has ceased, and no specific reasons for denying the easement have been provided.
2. **Pat's Sales:** Contact was established on February 7, 2024. While initial discussions were held to address potential questions, communication has significantly diminished. Recent discussions with Pat's Sales' attorney, Chuck Johnson, and City Manager Al Minner have not yielded progress, and the reasons for their hesitancy remain unclear.
3. **Pizza Hut:** Communication with Pizza Hut was initially slow. With the assistance of the City Attorney's office, contact was established with the property owner in April-May 2024. While initial indications were positive, a final refusal to sign the easement agreement was received. The property owner cited compensation as a concern. Despite a request from the City Manager for a

compensation amount, no response has been received. (Pizza Hut emails are attached for review.)

Once it became apparent that the easement agreements would not be completed, and considering that these agreements are delaying the SJWMD permit, staff identified the following possible resolutions for the project:

1. Proceed with construction using the alternative location for the entrance.
2. Scale the project back to a \$5 million budget.
3. Withdraw the project entirely.

To scale the project to \$5 million, the following changes would be necessary:

1. Redesign the location of fields to retain the existing press box, concession, and restroom facilities.
2. Create five multi-purpose fields.
3. Reduce the size of the fields to soccer/football dimensions.
4. Remove turf and utilize all-natural grass.
5. Utilize all existing bleachers.
6. Use the existing entrance off Susan Street.
7. Implement grass parking in the northwest corner of the facility.
8. Reduce the sound system and network infrastructure (including Wi-Fi) to cover only Field #1 (southeast corner field).

It is important to note that the changes required to scale the project to \$5 million would convert the complex from a dual-use local recreation and tourism facility to a primarily local recreation facility. Consequently, staff believes we would forfeit the \$996,000 TDC grant, as a five-field all-grass facility would lose its appeal for tourism.

Given the property owners' reluctance to execute easement agreements, their lack of transparent communication, and the potential setbacks associated with the \$5 million complex, staff recommends pivoting to the alternative entrance location on William Street. This adjustment allows construction to proceed without necessitating design modifications.

Relocating the entrance while maintaining the existing design allows us to preserve the current project plans, and it opens the possibility for the city to re-engage with the property owners near the Highway 27 entrance once the project is completed and the positive impacts of the complex become evident.

Staff is confident that this change in entrance location does not compromise the project's viability. We remain optimistic that the Susan Street Sports Complex will address the community needs and deliver substantial positive impacts for the youth of Leesburg and the Highway 27 corridor.

Procurement Analysis:

Options:

1. Approve the relocation of the entrance, scale project to \$5M project, or

2. Such alternative action as the Commission may deem appropriate

Fiscal Impact:

Full Fiscal Impact included in PowerPoint presentation:

	<u>Total Cost</u>	<u>City Funds</u>	<u>% of Total Project</u>
Current Plan	\$10,834,000	\$3,664,500	34%
Current Plan w/new entrance	\$10,534,000	\$3,514,500	33%
\$5M Plan	\$5,000,000	\$1,435,000	29%

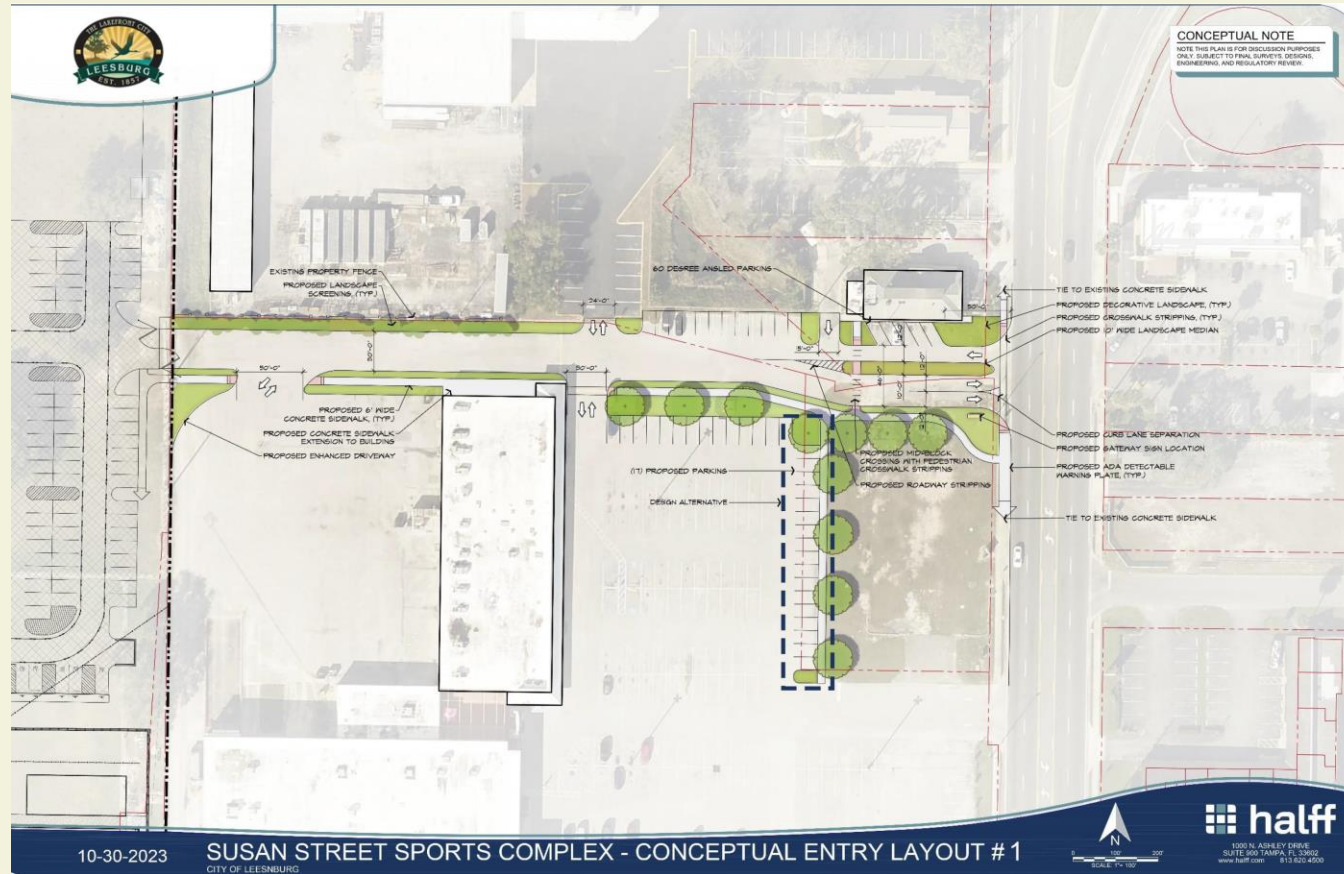


Susan Street Sports Complex Project

Project Update/Commission Direction

March 10, 2025

Overview

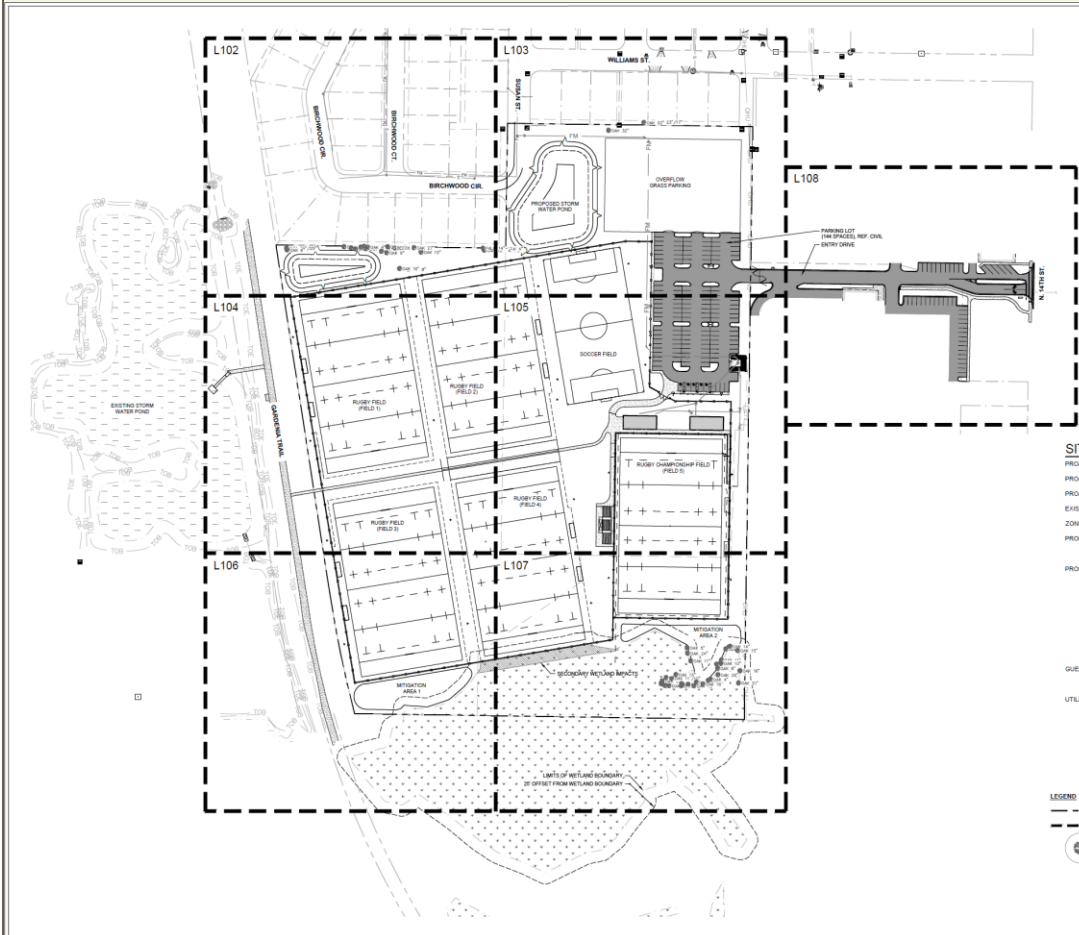


HWY 27 Entrance

Property Owners:

- Pat's Sales
- Pizza Hut
- Gateway Plaza

Susan Street Sports Complex



Highlights:

- Stadium w/ Grandstand & Turf Surface
- Storage & Press box at stadium
- 4 Grass Multipurpose Fields (Rugby Size)
- 1 Multipurpose field (Soccer Size)
- Field house
 - Concessions/Restrooms/Locker Rooms
- Parking in NE corner
- Scoreboards
- PA System
- Wifi/Cameras Throughout
- Lighted Fields
- 10 row bleachers for aux fields
- Entrance from HWY 27
- Marquee Entrance Sign

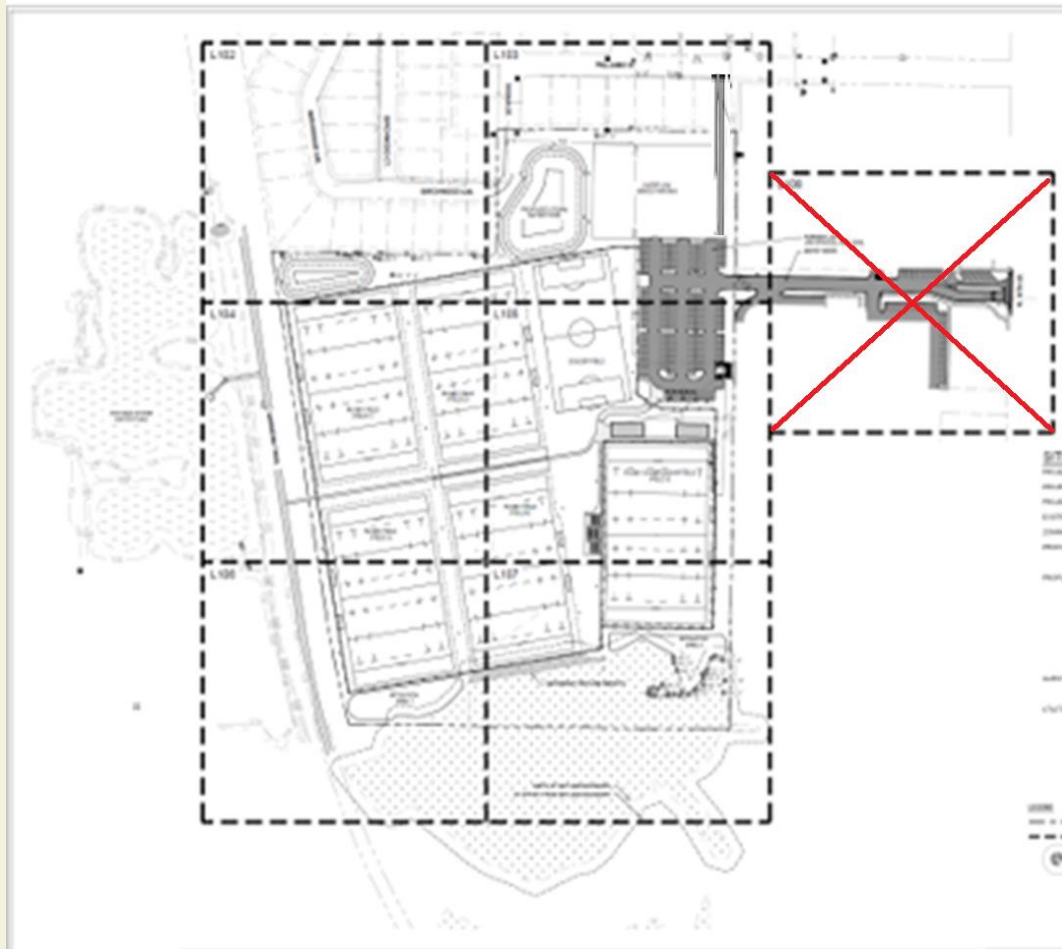
\$5M Option



Project Overview:

- 5 Grass Multipurpose Fields (Soccer)
- Keep existing
 - Restrooms/Concessions/Storage
- Use existing entrance (Off of Susan St.)
- Grass Parking in NW section
- PA System
- Wifi at field 1
- Re-Use 10 row bleachers from current fields
- Lighted Fields

Susan Street Sports Complex



Highlights:

- Stadium w/ Grandstand & Turf Surface
 - Storage & Press box at stadium
 - 4 Grass Multipurpose Fields (Rugby Size)
 - 1 Multipurpose field (Soccer Size)
 - Field house
 - Concessions/Restrooms/Locker Rooms
 - Parking in NE corner
 - Scoreboards
 - PA System
 - Wifi/Cameras Throughout
 - Lighted Fields
 - 10 row bleachers for aux fields
 - Entrance William Street*
- *Layout remains the same. Entrance from HWY 27 future option if property owners decide to cooperate

Budget



	CURRENT PLAN	CURRENT w/OUT US 27	\$5M Plan
American Recovery	\$ 2,630,000	\$ 2,630,000	\$ 2,630,000
County TDC	\$ 1,000,000	\$ 1,000,000	\$ -
Rec Impact Fees	\$ 500,000	\$ 500,000	\$ 500,000
CH CRA	\$ 250,000	\$ 250,000	\$ 250,000
441/27 CRA	\$ 6,079,000	\$ 5,779,000	\$ 1,620,000
Legislative Grant	\$ 375,000	\$ 375,000	
	\$ 10,834,000	\$ 10,534,000	\$ 5,000,000
CITY FUNDS	\$ 3,664,500	\$ 3,514,500	\$ 1,435,000
PERCENT OF TOTAL PROJECT	34%	33%	29%

Travis Rima

From: Al Minner
Sent: Thursday, February 20, 2025 12:01 PM
To: Manny Papalas
Cc: Robert Hicks; Travis Rima; Grant Watson (grant@stoneandgerken.com)
Subject: RE: Susan Street Park Improvement Project - Meeting Request

Mr. Papalas,

While I am not authorized to approve financial compensation to implement the City's Susan Street Concept, I am the chief negotiator for the City. Such concept would need the majority approval of the City Commission and I am not opposed to bringing that request before the City Commission.

Toward that end however, can you provide some parameters for how much financial reimbursement CFL Pizza would require to change their outlook on the proposed project?

Al Minner

City Manager
City of Leesburg
501 West Meadow Street
PO Box 490630
Leesburg, Florida 34749
Phone (352) 728-9786 x1100

www.leesburgflorida.gov



From: Manny Papalas <mpapalas@eminentdomain-fl.com>
Sent: Thursday, February 20, 2025 11:29 AM
To: Al Minner <Al.Minner@leesburgflorida.gov>
Cc: Robert Hicks <Robert.Hicks@leesburgflorida.gov>; Travis Rima <Travis.Rima@leesburgflorida.gov>; Grant Watson (grant@stoneandgerken.com) <grant@stoneandgerken.com>
Subject: RE: Susan Street Park Improvement Project - Meeting Request

EXTERNAL EMAIL - USE CAUTION

Hello Mr. Minner. My client, CFL Pizza, is not interested in the City's concept.

CFL sees the changes to its leasehold as negative all the way around. They would lose parking, some parking would be converted to diagonal, and the on-site traffic flow would change for the worse. Replacing our dedicated parking with shared spaces further from the Pizza Hut really does not help with our use. This would all cost them money over the term of the lease, and yet they would not be receiving any compensation for agreeing to these changes. If the City is offering compensation, let me know, as this might change the outlook.

Menelaos Papalas

Papalas & Griffith, PLLC
4250 Lakeside Drive, Suite 108
Jacksonville, Florida 32210
904-647-6146 (o)



This e-mail is intended for the sole use of the individual(s) or entity(s) named within the message and might contain legally privileged and confidential information. If you properly received this e-mail as a client or retained expert, please hold it in confidence to protect the attorney-client or work product privileges. Should the intended recipient forward or disclose this message to another person or party, that action could constitute a waiver of the attorney-client privilege. If you are not the intended recipient, please notify us by reply e-mail and destroy all copies of the original message without reading same. Nothing in this e-mail shall, in and of itself, create an attorney-client relationship with the sender.

From: Al Minner <Al.Minner@leesburgflorida.gov>

Sent: Wednesday, February 19, 2025 11:38 AM

To: ToddMathes@benderson.com; chuckj@bowenschroth.com; todd@patssalesinc.com; msteffen@halff.com; Manny Papalas <mpapalas@eminentdomain-fl.com>

Cc: Robert Hicks <Robert.Hicks@leesburgflorida.gov>; Travis Rima <Travis.Rima@leesburgflorida.gov>; Grant Watson (grant@stoneandgerken.com) <grant@stoneandgerken.com>

Subject: Susan Street Park Improvement Project - Meeting Request

All –

In one form or another over the last few months, the City of Leesburg has been in contact with you, or a representative, to discuss your interest in designing a new entry way to the Gateway Plaza which would provide the City of Leesburg access to Susan Street Park from US 27. As you know, the City has allocated and awarded a \$10.5 Million construction contract to Kingdom Construction to repurpose the Susan Street Park. The purpose of the project seeks to remove blighted conditions in the area, and operate/maintain a “rectangle sports” complex which will draw regional and state wide sporting events to Leesburg. Early in the City’s contemplation of this project, we have sought a way to connect Susan Street to US 27 to better promote the Park and believe there are benefits to existing business to make such improvements. Approximately \$1,000,000 of the project budget is earmarked to make ingress/egress improvements to the Plaza which affects your business. But, these improvements should also remedy property line conflicts at this location and bring in sporting tourism traffic which will benefit your operations.

In the City’s attempt to put together this concept (attached hereto with existing conditions), we have been in touch with each of you individually, with the similar results – reluctance to allow the City to make these improvements. In that regard, I would like to inquire as to your interest to conduct a meeting with all parties concerned – including our design consultants - to explore whether there are mutual interests or avenues to make this concept agreeable to all parties.

At this time, the City is ready to issue notice to proceed to our contractors, however, that notice will not be issued until we are sure that the Gateway Plaza Concept will not be accepted by you. Toward that endeavor would you please indicate whether you have interest in such a meeting in the next couple weeks, or simply have no interest in being a party to the concept. I appreciate your consideration and candor in the request and look forward to hearing from you as soon as possible.

Al Minner

City Manager
City of Leesburg
501 West Meadow Street
PO Box 490630
Leesburg, Florida 34749
Phone (352) 728-9786 x1100

www.leesburgflorida.gov



Please Note: Florida has a very broad public records law. Most written communications to or from government officials regarding government business are public records available to the public and media upon request. Your e-mail communications may therefore be subject to public disclosure.

Think before you print.

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