

AGENDA
CITY COMMISSION MEETING
CITY HALL, 501 W MEADOW STREET
MONDAY, SEPTEMBER 22, 2025 5:30 PM

1. CALL TO ORDER

INVOCATION

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

2. PROCLAMATIONS:

A. GFWC International Day of Service to End Domestic and Sexual Violence

3. PRESENTATIONS:

A. None

4. PUBLIC COMMENTS:

This section is reserved for members of the public to bring up matters of concern or opportunities for praise. Please note that issues raised during this time will not be discussed in detail during the current meeting. They will either be referred to the appropriate staff or scheduled for consideration at a future City Commission Meeting. Each speaker is allocated three minutes to provide their comments. Kindly adhere to this time limit to ensure equal opportunity for all participants and to support the efficient conduct of the meeting. Thank you!

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 September 8, 2025**
- 2. Meeting on Tentative Millage Rate and FY 26 Budget Approval held September 11, 2025**

B. PURCHASING ITEMS:

1. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Fire Department to purchase of one (1) Physio-Control LifePak 35 Cardiac Monitor/Defibrillator; and providing an effective date.
2. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Construction Services Agreement with Bulldog Sitework, LLC for the construction of the South Street Stormwater Improvement Project; and provide an effective date.
3. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Construction Services Agreement with Bulldog Sitework, LLC for the construction of the Lake Robinhood Stormwater Improvement Project; and provide an effective date.

C. RESOLUTIONS:

1. Resolution of the City Commission of the City of Leesburg, Florida, accepting a Utility Easement to the City of Leesburg from the School Board of Lake County, for the purpose of granting the City an easement over the property described therein; and providing an effective date.
2. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute an Electric Service Agreement between the City of Leesburg and Bravo Investments of Florida, LLC., regarding electric service to a development known as the Marshall Drive Project; and providing an effective date.

6. PUBLIC HEARINGS AND NON-ROUTINE ITEMS:

During Public Hearings and Non-Routine Items, the Commission requests that those in attendance respect the process and maintain order. As such, in accordance with Robert's Rules of Order, please refrain from speaking out, cheering, or applauding during these proceedings. Your cooperation helps ensure a fair and respectful hearing.

A. Public Hearing on the proposed millage and proposed budget for Fiscal Year 2025-26

1. Announce the name of the taxing authority, the rolled-back rate, and the millage rate to be levied.
2. Discuss the proposed aggregate millage rate

3. **Request comments from the public regarding adoption of the final millage rate**
4. **Resolution of the City Commission of the City of Leesburg, Florida finally adopting 3.4752 mills as the Fiscal Year 2025-26 millage rate for the City of Leesburg, Florida, representing the current year proposed aggregate millage rate of 3.4752 which is 4.89% more than the current year rolled back rate; and providing an effective date.**
5. **Request comments from the public regarding adoption of the final 2025-26 Budget**
6. **Resolution finally adopting the Fiscal Year 2025-26 Budget**
7. **Announce the adopted millage rate**

B. SECOND READING OF ORDINANCES:

1. **None**

C. FIRST READING OF ORDINANCES:

1. **An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 0.40 +/- acres from City R-2 (Medium Density Residential) to C-3 (Highway Commercial) to correct a 'spot zoning', for a property generally located east of Cloud Street and south of E Main Street, lying in Section 26, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date. (937 E Main Mellone RZ)**
2. **An Ordinance of the City of Leesburg, Florida consenting to the inclusion of the City of Leesburg, Florida, within the Countywide Municipal Service Taxing Unit for the provision of Ambulance and Emergency Medical Services, as adopted by the Board of County Commissioners of Lake County, Florida; providing for the city to be included within said M.S.T.U. for a specific term of years; providing for conflicts; and providing an effective date.**
3. **An Ordinance of the City of Leesburg, Florida, amending Section 7-170 of the City of Leesburg Code of Ordinances, amending the existing Facade, Sign and Landscape Grant Program, expressing purpose, eligible locations; creating an application process and criteria; setting forth requirements and conditions; implementing procedures; repealing conflicting ordinances; providing a savings clause; and providing for an effective**

date.

4. **An Ordinance of the City of Leesburg, Florida regulating City of Leesburg Water and Wastewater Capacity Impact Fees; providing for legislative findings and intent; adopting a Water and Wastewater System Impact Fee Study dated September 4, 2025, as amended; Amending Chapter 22 - 'Utilities' of the Code of Ordinances relating to Water and Wastewater Utility Impact Fees; providing for codification and scrivener's errors; providing for conflicts; providing for a savings clause; providing for severability; and providing an effective date.**

D. NON-ROUTINE ITEMS:

1. **Resolution of the City Commission of the City of Leesburg, Florida, appointing three members to the Leesburg Planning Commission; and providing an effective date.**
2. **Resolution of the City Commission of the City of Leesburg, Florida, appointing three members to the Leesburg Historic Preservation Board; and providing an effective date.**

7. INFORMATIONAL REPORTS:

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

A. Financial Reports as of July 2025

8. CITY ATTORNEY ITEMS:

9. CITY MANAGER ITEMS:

10. ROLL CALL:

11. ADJOURN:

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

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

**AGENDA MINUTES
CITY COMMISSION MEETING
CITY HALL, 501 W MEADOW STREET
MONDAY, SEPTEMBER 8, 2025 5:30 PM**

1. CALL TO ORDER

The City of Leesburg Commission held a regular meeting on Monday, September 8, 2025, at Leesburg City Hall. Mayor Reisman called the meeting to order at 5:30 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

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

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

2. PROCLAMATIONS:

3. PRESENTATIONS:

**A. Certificates of Recognition to members of the New Age Runners:
Janyla Davis, David Dawson, Mattie Orr, Khalib Kizer, Lyric Robertson, Reagan Bullard**

Mayor Reisman recognized each New Age Runner for their achievements and provided them with their certificates.

B. Employee Service Award Recognitions:

**Five Years: Alyssa Isaacson, Customer Service
Ten Years: Lisa Earl, Finance; Kimberly Miller-Bryant, Police; and Debra Vines, Customer Service**

Twenty-Five Years: Corey Goepfert, Gas; and David Wilson, Information Technology

Human Resource Director (HRD), Melissa Arriaga and **CM Minner** recognized each employee for their years of service and provided them with their service award. **Mayor Reisman** thanked all the city employees for their services. They make the city look good, and they are the backbone of what this city is. Thank you!

4. PUBLIC COMMENTS:

This section is reserved for members of the public to bring up matters of concern or opportunities for praise. Please note that issues raised during this time will not be discussed in detail during the current meeting. They will either be referred to the appropriate staff or scheduled for consideration at a future City Commission Meeting. Each speaker is allocated three minutes to provide their comments. Kindly adhere to this time limit to ensure equal opportunity for all participants and to support the efficient conduct of the meeting. Thank you!

There were no public comments offered.

5. CONSENT AGENDA:

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

Items pulled for discussion:

5.B.9 — Execute a Professional Services - Real Estate Broker Services Agreement with the three top-ranked firms; The Urban Group, NAI Realvest, and Realty Capital Advisors

Commissioner Pederson moved to adopt the Consent Agenda except for 5.B.9, 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. FY 26 Budget Workshop #1 held July 7, 2025

2. **FY 26 Budget Workshop #2 held July 10, 2025**
3. **FY 26 Budget Workshop #3 held July 15, 2025**
4. **Utility Impact Fees Workshop #1 held August 11, 2025**
5. **Utility Impact Fees Workshop #2 held August 25, 2025**
6. **Regular meeting held August 25, 2025**

B. PURCHASING ITEMS:

1. **Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to amend an existing contract with HALFF ASSOCIATES, INC.; and providing an effective date.**

ADOPTED RESOLUTION 12,107

2. **Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to amend an existing Construction Manager at Risk (CMaR) contract with WHARTON-SMITH, INC.; and providing an effective date.**

ADOPTED RESOLUTION 12,108

3. **Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to amend an existing contract with DEWBERRY ENGINEERS, INC. d/b/a Dewberry Hydro; and providing an effective date.**

ADOPTED RESOLUTION 12,109

4. **Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to amend an existing contract with OCI ASSOCIATES, LLC d/b/a CMTA; and providing an effective date.**

ADOPTED RESOLUTION 12,110

5. **Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute a Task Order with HALFF ASSOCIATES, INC.; for design and engineering services to**

redesign the water main within the stock subdivision; and provide an effective date.

ADOPTED RESOLUTION 12,111

6. **Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to amend an existing contract with JONES EDMUNDS & ASSOCIATES, INC.; and providing an effective date.**

ADOPTED RESOLUTION 12,112

7. **Purchase request to remove and replace the roof of the Leesburg Police Department headquarters. The existing roof has significantly deteriorated due to age and prolonged exposure to the elements. The proposed roof replacement services will be procured through The Garland Company, Inc.**

Approved

8. **Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to amend an existing audit service contract with Forvis Mazars, LLP; and providing an effective date.**

ADOPTED RESOLUTION 12,113

9. **Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Professional Services – Real Estate Broker Services Agreement with the three top-ranked firms: The Urban Group, NAI Realvest, and Realty Capital Advisors; and providing an effective date.**

DENIED RESOLUTION 12,114

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

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

Mayor Reisman started by saying he pulled this item. He had a couple of concerns and while he does respect the process, he has an issue with the three firms that were the top because they are not located anywhere near us. One is located in Fort Lauderdale and the other two are in Orlando. He believes having a local firm handle these would be in the best interest of the city. They know our area, they know the people that want to rent in our area, so those would be his two biggest concerns. While he respects the process, he does not support this agenda item. **Commissioner Berry** wanted to know who was on the evaluation committee. **CM Minner** responded Dan Miller, Kandi Harper from the planning and zoning

department and Tracey Dean from the airport. **Commissioner Berry** then asked if it would include all the surplus lots in the City of Leesburg. **CM Minner** answered it would be anytime we need a real estate professional. We would go to that list. **Commissioner Berry** inquired if it would be that list only or could anyone else come through? **CM Minner** agreed. **Commissioner Berry** said her next question was whether this would control having so many people coming in and out or was this based on their expertise. **CM Minner** replied the request for the proposal was from a commissioner, so he saw to it that it was executed. **Commissioner Berry** questioned how it would work with the surplus lots that are available. **CM Minner** responded that if we needed a real estate professional to sell or buy, we would need to use one of the real estate professionals from this list. However, we do not necessarily need a real estate professional for the surplus inventory. However, that depends on how we decide to dispose of the surplus inventory. If we dispose of it with the services of a real estate agent, then yes, we would need to use this process. If we do not adopt this resolution, his assumption would be that we use the current method, where we pick a real estate professional that will best serve us. **Commissioner Berry** wanted to know about the current method and how it was being done. Is it just anyone coming up with the highest bid? **CM Minner** replied no. We do not have a current method. We have typically used Grizzard Realty because of their expertise in commercial real estate in and around this area. Most of the transactions we do, we do not use a real estate agent. However, from time to time we have. To give some clear examples of when we have not used a real estate agent. That is pretty much everything, and the biggest thing that we did was the sale with The Villages back in 2017, and at that time, we sold The Villages 1,500 acres. We did not use a real estate professional on that, but we did get appraisals. Most of the time, we do not need a real estate professional because, from our position, we are typically selling, and when we buy we have very clear needs because we have an established budget, and we know what parcel we want, so we do not need to scour the market. Then, when it comes to the contractual proportions, we have the city attorneys and typically the city attorneys are pretty well versed in real estate law. Most of the time, we do not need that and, The Village sale was a good example of that and the surplus lot sales are another good example. From time to time, we have used real estate services, and when we have used real estate services, we used Grizzard, and we use their commercial side for the sale of parcels. The most recent was the seven to nine plus or minus acres of the airport property that we sold to Blurock. We did use a real estate agent there. From time to time, the airport will use an agent when trying to market property for rental. He did not want to say that we never, but typically when it does come to these, we do not and when we have used Grizzard because of their expertise in the area. **Commissioner Berry** asked if there was a certain acreage that would be looked at. Is there a minimum or maximum? Could they sell anything from two acres, one acre to two hundred acres? **CM Minner** answered again, the size does not really matter in terms of when we would or would not need a professional. It really comes down to the sale, because the sale side is when we need to tap into those agents' expertise in the field and that is the Grizzard side. The Grizzard side knows us extremely well, and they know the commercial market extremely well. He believes we got a pretty good deal, because it was a little bit better than the market. Plus, the work that the agent did show multiple offers. If they wanted to move forward with the policy, that was fine because city staff recommended it. If they want to move away from the policy, that is fine too, and we will continue to SOP unless directed otherwise by the majority of the commission. **Commissioner Berry** wanted to know if there was a contractual timeframe. Is it indefinite or what because she could not tell? **CM Minner** said they are typically three years or thirty-six months. **Commissioner Berry** then said, when it was said as needed, she was not clear. **CM Minner** remarked that he would not recommend going outside as needed because this would be as needed. **CA Watson** explained with the airport parcel that it was unique, because there were some FAA regulations, so it was a little trickier to find a buyer in that situation than a lot of other parcels that the city deals with. We had to develop some covenants to put some restrictions on the property and there were a lot of things they could not do on that land. So, that was a good example of where we would typically use a realtor. **Commissioner Pederson** said he was a commercial realtor in his day job. He handles sales and leasing, and he also works for Grizzard, but he has had zero involvement in any of the city business due to being

on the city commission. However, he did agree with Mayor Reisman's comments because there is value in staying local. Also, he believes that Dan Tatro got us more than the list price on the airport property. **CM Minner** agreed it was about \$200,000. **Commissioner Pederson** continued to say it was \$200,000 above the list price, so it is hard to criticize him on that one. He does not think we would use these real estate brokers that much, so he would prefer to keep them local. He does not see us needing any help on the lots. He has been on the commission for six and a half years, and he has never seen us use a realtor on the lots that were being referred to or in the CRAs. **Commissioner Berry** said she does not have any grief or questions about the decisions that were made. She was just trying to understand how it was determined and if it was for three years, do we have to go back again and open it, or do we extend them? **CM Minner** responded that they would either renew it or cancel it. That is how the contract was written. **Commissioner Pederson** added that there is value in using local people. **Commissioner Burry** asked how many times we have used realtor services, because since he has been on the commission he can only think of the airport. **CM Minner** said guessing over his twelve years, maybe twice. **Commissioner Pederson** said he could only think of one other time and that was when we bought that site for the electric substation. He has been on the commission for six and a half years and those are the only two that he could think of. **CM Minner** wanted to correct his statement because, actually, that was a buyers broker. So, we did not use them in that case. **Commissioner Pederson** mentioned, for the audience's benefit, that it was a \$2.5 million property, and it was a complex property. **CM Minner** added that we bought that property for half a million, it was two acres for half a million. **Commissioner Connell** said he understands the local vendor thing, but we have all kinds of other vendors on the agenda tonight and none of them are local. We put things out for bid to give us the best bang for our buck. That is why we put things out for bid. He trusts city staff's recommendation that these are the top three firms that actually bid on this. He did not even see Grizzard on the list. We use vendors from all over the state and there were two or three tonight from engineering firms who are not local, but they gave us the best options for what we were looking for. We should trust the bid process, we trust our staff, and we should go along with their recommendation on this. It is not just a pick-up the phone and call whoever on this particular one and take a guess that they will give us the best deal for what we want them to do. These people have bid it, they went through the process and now staff has recommended them, so we should go with them. We do it with any other project, and we are doing it with three other ones. In fact, we already did them because they were on the consent agenda. We just approved engineering firms that are not local. So, he did not know why this one was pulled out of the bunch of firms that we were going to contract with just because it is real estate. **Commissioner Berry** said she was opening opportunities for others to come in because she likes the variety of what others might be able to exhibit. She does trust the staff and she was not questioning them. She just wanted to understand the process. **Commissioner Connell** said that staff recommended three, and we have already approved other engineering firms tonight, under the consent agenda. So he did not think we could say we are not going with any of these three because we just approved a handful of other firms that are not local. **Commissioner Berry** stated that she wanted to make sure that we keep all our options open. She does trust the staff, and she knows that their recommendations are in the best interest of the city, but she wants to make sure that we are not holding to just this one area and not being open. However, she was good with her answers. **Mayor Reisman** asked if there were any other commission comments? **Commissioner Burry** said over the five years that he has been on the commission, we have used them one time. It seems like we are making rules about who can do this for us when we have only done it once. He would prefer it to be a local thing. **Commissioner Connell** remarked that it was just a policy being put in place if we needed them. **Commissioner Burry** stated they are from Fort Lauderdale and Orlando. **Commissioner Connell** pointed out that we just approved engineering firms from all over the state. **Commissioner Burry** pointed out that engineering and evaluating a piece of property across the street are two different things. **Commissioner Connell** did not see it that way. Do you think we are going to get better engineering locally here than somewhere outside the county? There are all these professionals. They are not fly-by-night companies. We need a policy in place for who we are going to use and not just flip the coin to find out who we are calling today.

These firms met the criteria that staff put together and these are the top three firms that bid it. **Mayor Reisman** asked if there were any other commission or public comments. There were none.

The roll call vote was:

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

One yea, four nays, the Commission denied the resolution.

C. RESOLUTIONS:

1. **Resolution of the City Commission of the City of Leesburg, Florida, accepting a Permanent Utility Easement to the City of Leesburg from School Board of Lake County, for the purpose of granting the City a Permanent Easement over the property described therein; and providing an effective date.**

ADOPTED RESOLUTION 12,115

2. **Resolution of the City Commission of the City of Leesburg, Florida, promulgating a standard fee schedule for various services rendered at Leesburg International Airport; setting forth findings; repealing any prior fee schedules or resolutions promulgating fees for the Airport; providing a savings clause; and providing an effective date.**

ADOPTED RESOLUTION 12,116

3. **Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute an Electric Service Agreement between the City of Leesburg and Morningside LLC., regarding electric service to a development known as Morningside at Silver Lake, and providing an effective date.**

ADOPTED RESOLUTION 12,117

4. **Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Leesburg Police Department to apply for and, if awarded, accept an Edward Byrne FY 2024 (2025) Countywide Solicitation Grant from the U.S. Department of Justice (JAG) in the amount of \$10,270.00 to defray costs associated with the purchase of department equipment; and providing an effective date.**

ADOPTED RESOLUTION 12,118

5. **Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute grant agreement 3-12-0042-034-2025 between the City of Leesburg and the Federal Aviation Administration (FAA) for the purpose of obtaining funding for the Leesburg International Airport Taxiway Reconstruction of A1, A3, Delta, and A2 Relocation Construction and construction administration services; and providing an effective date.**

ADOPTED RESOLUTION 12,119

6. **PUBLIC HEARINGS AND NON-ROUTINE ITEMS:**
During Public Hearings and Non-Routine Items, the Commission requests that those in attendance respect the process and maintain order. As such, in accordance with Robert's Rules of Order, please refrain from speaking out, cheering, or applauding during these proceedings. Your cooperation helps ensure a fair and respectful hearing.
 - A. **SECOND READING OF ORDINANCES:**
 1. **An Ordinance of the City of Leesburg, Florida amending Chapter 17, Pensions and Retirement, Article IV, Police Officers' Retirement Fund, of the Code of Ordinances of the City of Leesburg, by amending Section 6, Benefit Amounts and Eligibility, and Section 28, Deferred Retirement Option Plan; providing for codification; providing for severability of provisions; repealing all Ordinances in conflict herewith and; providing an effective date.**

ADOPTED ORDINANCE 25-55

Mayor Reisman asked the city attorney to perform the swearing-in ceremony. **CA Watson** asked anyone wishing to provide testimony on agenda item 6.B.3 (SPUD Royal Highland Rezoning) to stand and raise their right hand. He swore them all in.

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

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

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

The roll call vote was:

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

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

2. **An Ordinance of the City of Leesburg, Florida amending Chapter 17, Pensions and Retirement, Article III, Municipal Firefighters Pension, of the Code of Ordinances of the City of Leesburg, by amending Section 1.1, Definitions; Section 1.3, Participants Contribution Account; Section 2.2, Normal Retirement and Retirement Income; providing for inclusion in the City's Code of Ordinances; providing for severability; repealing all Ordinances in conflict herewith; and providing for an effective date.**

ADOPTED ORDINANCE 25-56

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. There were none.

Commissioner Pederson said he wanted the audience to know that they had two workshops on this along with a first reading. **CM Minner** said it was probably more than that, but just for the audience, these ordinances amend the pension funds for negotiated benefits that were negotiated during the collective bargaining process and the budget process. The first one that was just passed was for police officer modifications and this one is for firefighter modifications. **Mayor Reisman** asked if there were any commission or public comments. There were none.

The roll call vote was:

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

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

B. FIRST READING OF ORDINANCES:

1. **An Ordinance of the City of Leesburg, Florida, annexing certain real property consisting of approximately 7.53 +/- acres; and being generally located west of U.S. Highway 27 and south of Florida Turnpike, lying in Section 18, Township 21 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. (ANNX Royal Highland)

Commissioner Pederson introduced ordinances 6.B.1, 6.B.2, and 6.B.3 to be read by title only. CC Purvis read the ordinances by title only.

Mayor Reisman requested comments from the Commission and the audience.

PZD Miller said this item was known as the Royal Highlands annexation, small-scale comprehensive plan, and SPUD project. It is 7.53 plus or minus undeveloped acres. It is generally located on the west side of U.S. Highway 27, south of Royal Highlands Avenue and the Florida Turnpike. The request is for the future development of forty-eight townhomes, single-family residential attached units, and the associated amenities. The comprehensive plan request is for a future land use amendment from Lake County Urban Low Density to City of Leesburg Low Density. The zoning is currently Lake County PUD, and they are requesting a rezone of City of Leesburg SPUD. Under the proposed SPUD requirements, the proposal will consist of forty-eight single-family attached townhome units. Just for clarification, a townhome is where you purchase the constructed unit and the land beneath the unit. They are not condominiums or apartments. There will be no commercial uses permitted under this proposal. The lot sizes for these townhouses would be the standard twenty-foot width, with a minimum living area of 1,100 square feet. There will be a two floor maximum height with a minimum of two off-street parking spaces for each unit. The project proposal includes design and architectural standards as shown in the SPUD and a minimum of 35% of the property must be open space. They have the dark sky lighting requirements in effect, two trees are required between each driveway and a twenty-five-foot landscape buffer is required except for where there are existing wetland areas. There would be no St. Augustine grass permitted. The city permits for Bermuda and Bahia because of the water use. There will be additional parking provided on the site plan, and that was proposed within the development onsite access. With the access shown on the site plan and because US 27 is under FDOT authority, the developer will be required to provide any and all expansions or upgrades to the entryways and roadways as requested by FDOT. There is a right in, right out access point provided within the plan for a second access which would allow the regular traffic to get in and out along with an emergency access point for police, fire, and ambulances. Signage would be based on the standard city code if any was needed. He pointed out that there would be no inter-connectivity between this property and the Royal Highlands property to the west. The recreation improvements would consist of 18,000 square feet of items, such as a pavilion, dog park, outdoor cooking facilities, a children's tot lot and other similar uses. Of course, all utilities have to be on the City of Leesburg system and that includes water and wastewater. Our utility service providers in the city have indicated through the review process that there is capacity to serve this development. There is a phasing clause that requires the development to move forward within forty-eight months, or it would default to the RE-1 zoning standards, which is one unit acre per unit.

There was some additional information that he wanted to share about this particular project. The city has received a significant amount of public response to the project, which he wanted to provide a summary of. Those issues include concerns about traffic, project density, property values, security issues with living there, compatibility with the neighborhood single-family homes, wildlife and environmental concerns, crime, and inconsistency with the city's comprehensive plan. There were concerns regarding infrastructure capacity for water and wastewater, storm water runoff, and many others. Again, those comments were collected, and we included those concerns in the commission agenda packet.

With the current county zoning of commercial. He pointed out that the Royal Highlands development itself, the entire development, consists of property that is covered in the current ordinance. It covers this property and this property in Lake County. So, it is a mixed-use development, which allows for 1,500 single family units, and all the units are built out. The Royal Highlands development is similar to and

consistent with what we have approved up and down US 27. The concern under Lake County Ordinance 2005-45, is that this property allows for a commercial development of 49,500 square feet. Those uses could include offices, ice cream shops, drugstores, sit-down restaurants up to 5,000 feet, florists, bakeries, gift card shops, dry cleaners, coffee shops, delicatessens, computer stores, banks, beauty salons, clothing stores, sports bars, takeout delivery, food service, and video rentals. The commercial uses are very extensive. He asked that everyone pay particular attention to the following comments. What this case brings to light is the fact that the property is currently zoned for commercial uses in Lake County. The proposal for annexation, comprehensive plan, and rezoning would change what would be permitted. It would remove that ability to have commercial uses because it would go to strictly residential uses. If the use is changed from just under 50,000 square feet of commercial use to forty-eight town homes, that would significantly lower the potential amount of traffic coming in and out of this area. The issue, as staff sees it, is that over time, property becomes more and more valuable for development as Orlando and the surrounding counties and cities expand development of properties such as these prime properties. This is not an easy decision and the neighbors in this case may or may not be happy about the proposal. However, the larger concern that staff has, which he wanted to put on the record to make sure everyone was aware of, is that there are really only two options here. The first is, if it stays in the county, it could easily go to 50,000 square feet of commercial space. Secondly, if it were to come into the city, it would have forty-eight townhomes. The second option would have a lower impact on the city from the staff's view. Tom Daly and Bill Mackey of the Daly Design Group are here to answer any questions. **Mayor Reisman** asked the commission if they had questions for the planning and zoning director.

Commissioner Connell wanted to clarify that it was stated if this stayed in the county, they could develop up to 50,000 square feet? **PZD Miller** agreed. It would be just under 50,000. **Commissioner Connell** then said if it stays in the county, could they really develop 50,000 without water and wastewater? **PZD Miller** responded that they would have to request the water and wastewater, and the nearest provider is the City of Leesburg. **Commissioner Connell** then inquired if they could request our utilities and still stay in the county? **PZD Miller** replied yes. **Commissioner Connell** said he thought we had some type of requirement where if we supplied the utilities, they had to annex. **PZD Miller** remarked that generally that is the case. **CM Minner** explained that it used to be the case, and it used to be the case up until the ISBA. So, in the past, what would occur was and a classic example would be out in the CR 44 corridor because that was where we did this more often and Stonegate was a good example of that. We did those deals prior to the ISBA. We would provide water and sewer in an agreement where they would come in and annex at the time the city could annex and that was the 163 Rule. Annexation per statute says they have to be compact and contiguous. In the old days, we would bring the water and sewer out to you and say, basically, when they are compact and contiguous, they would then have to petition for an annexation in exchange for our water/sewer services. The ISBA replaced that system where it says we will provide them, or they will annex. Using utilities as a carrot for annexation, does not really exist these days because of the ISBA.

Commissioner Berry wanted to know if this was the last area of the ISBA? **CM Minner** replied that this is as far south as it goes. **Commissioner Berry** asked the planning and zoning director to explain the Royal Commerce Drive and if it is closed. **PZD Miller** answered that they would not be closing that. **Commissioner Berry** said in the agenda packet there was a rendering that said, "Royal Commerce Drive close up." **PZD Miller** commented that he was not sure where she was reading that. **Commissioner Berry** stated that was what she was trying to figure out. **CM Minner** asked where she was seeing that written? **Commissioner Berry** said it was under 6.B.3 SPUD. It is a zoom-in shot, and in the title, it says Royal Commerce Drive close up. **Commissioner Pederson** explained that it was a close-up/zoom-in rendering of the SPUD. **Commissioner Berry** thanked him for clearing that up. **Commissioner Pederson** said for the audience's benefit, the rendering showed it without the road.

Commissioner Pederson questioned for clarification, was it said that these were for sale only, or would they be allowed to rent them? **PZD Miller** responded as a government entity, we are not allowed to say. **Commissioner Pederson** said he thought they were rental or sale, but he thought he heard him say for sale only. **PZD Miller** stated that he had no authority to tell them they can or cannot because cities and governments cannot do that. **Commissioner Pederson** thanked him for the clarification. **CA Watson** indicated that these were separate parcels, so they could be sold separately. **Commissioner Burry** pointed out that somewhere in their packet, the PUD, is said it would be a fifty-five-plus development. **PZD Miller** mentioned that at one point it did, and they meant to take that language out because that was a statement of intent. He believed that they had that in the background portion of the PUD, but that would be a statement of intent. **Commissioner Burry** said it was on page 349. **PZD Miller** said that was supposed to come out. If it was still there, he apologizes because they cannot tell them fifty-five plus or not. **Mayor Reisman** asked the developer if he wanted to provide his presentation.

Commissioner Connell exited the meeting at 6:11 p.m.

Tom Daly of the Daly Design Group, 913 North Pennsylvania Avenue, Winter Park, said he was there on behalf of GPK Real Estate Development, who are the owners of this property. As the planning and zoning director said, this is a 7.5-acre site, and they are requesting that it be annexed into the city. They are requesting to amend the future land use to be consistent with the city and then to also amend the zoning from Lake County Commercial to the City of Leesburg SPUD. Moving to the next slide, he showed a broader picture of the development. He pointed out the blue dash line and said that it was the city's ISBA. He pointed out where the Florida Turnpike was and US 27 runs down and just off the slide, which is where the intersection of US 19 and the Turnpike are.

He then showed another slide of the general history. He said that this property was originally approved along with the Royal Highlands development as a development of regional impact, and they used to be very large-scale projects. These required a lot of off-site consideration, but that was done back in 1994. The master plan was amended back in 2005. When it was amended, the commercial property was actually relocated to a different portion of the site. It was originally right at the corner of Monarch Boulevard and US 27 where the traffic light is. However, in 2005, the master developer deeded the property to the HOA for the purpose of the softball field and pickleball courts that are there now. The commercial was then moved south to the current site, which is what they are talking about now. There were a number of agreements that were recorded and agreed to with regard to access and Monarch Boulevard and Royal Commerce Drive are private roads and access agreements are in place for the benefit of this particular 7.5-acre property. This was all done about twenty years ago. Then pickleball was deeded in 2009 to the HOA. Then it was purchased in 2023 by his client, GPK development.

Moving on to another slide, he said Royal Highlands is a very big community, and it consists of 1,500 homes. There is a provision for allowing three hundred RV storage, and originally it was 5,000 square feet. If they look at the diagram, the commercial is at the intersection and this was the original 1994 approval. So, it was originally at the intersection of Monarch Boulevard and US 27. The purple area is what they are calling the site that was actually residential back in 1994 with the original DRI, state and county approvals. In 2005, which was twenty years ago, that was when the commercial shifted from that intersection down to the property that we are talking about, which is seven and a half acres. Through that process, they approved 49,500 square feet of retail and the former retail area was converted to recreation for the Royal Highlands HOA.

He then showed the proposed property. It encumbers the frontage that runs all the way along US 27. There is an existing pond that is located adjacent to some existing family homes in the Royal Highlands. There was a berm installed which he could not find when it was installed. However, there are huge trees

on it, so it has to be at least twenty years or so ago. The master developer put that berm in place to buffer the community from the commercial. That berm was put there to provide a physical separation between the two of them. The site is fairly clear. There were a few trees out there, so they went out with their clients and an arborist to look at it, and the trees had not been maintained for years, so they went in and trimmed them up. They also removed some dead trees and identified trees that were valuable to save.

Referring to a slide, he showed an example of a 49,500 square feet of commercial. They can see by doing the commercial that there may not be enough area for the parking that may be required. With the depth of the commercial and a strip center it would require encroachment into that berm, it would also require a readjustment of the existing retention pond. However, this would all be within their property, but the commercial itself would require a lot of redoing of the property. They also had a traffic engineer evaluate the difference between the proposed townhomes and commercial. The findings of that traffic evaluation were that if it were commercial, there would be five or six times more traffic on a daily basis, and that is not just during peak hours. That traffic was evaluated in commercial rather than the forty-eight townhomes.

Moving to another slide, he showed Royal Commerce Drive, Monarch Boulevard, and the big green space that is around the loop of Royal Commerce is the softball courts and pickleball courts. There is also a vacant piece of property that is still owned by the homeowner's association at the intersection. Now, as part of all of this, and because twenty years have gone by, there are some improvements that the HOA has installed that creep onto their property. There is some signage and some hardscape elements at the intersection of Royal Commerce and US 27. There is a screened wall that was constructed that pushes onto the property a little bit, and they have been in discussions with the Royal Highlands HOA about keeping all of that in place. They have been in contact with them about the existing retention pond and the maintenance agreements. The agreements that were in place back in 2005 were between the developer and the developer himself because he was still the master developer of the HOA. So, they are working hard with the board to provide a little more specificity about drainage easements, maintenance responsibilities and all that. If the commission recommends approval, then they will go full board into discussing all the minutia, because minutia is important to ensure that they are protecting everybody around the property. However, one thing they cannot see very clearly, is that if they go from the intersection of Monarch Boulevard down that frontage to the loop road, there is a turn lane there that was installed by FDOT. He does not know when it was done because he has not had a chance to research, but that turn lane, which is a pull-off lane, and they call it a deceleration lane is about four hundred feet long. Obviously, it was put in for a commercial development because it could hold twenty cars pulling off the road to make a right-hand turn into Royal Commerce to access the commercial site. So, obviously, there was a lot of planning in place when this property was being master planned and permitted. Again, he did not know if the master developer constructed it or whether they paid into the FDOT to do it, but it is there, and it does exist.

Moving to another slide, he showed the proposed site. It has been fairly cleared and there are a handful of trees. If they look at the back horizon, that would be the landscaped berm. They can see all the mature trees which are located on the landscaped berm. Other than that, the site has been cleared, mowed and maintained for a number of years. He then showed a rendering of what it looks like from the Royal Highlands perspective. They can see that the vegetation on the berm that they are agreeing to maintain is pretty significant. It acts as a perfect buffer between their property and the single-family homes adjacent to it. He then showed their proposal, which was pretty straightforward. It includes forty-eight townhomes, and they can see that the existing berm will stay in its location and remain heavily vegetated. It would basically be one cul-de-sac that comes down to serving this community. Forty-eight townhomes will not create a significant number of cars or traffic coming in and out. There is a small recreation area that they are proposing, and it would include a pickleball court and a dog park. These would be things

that better suit the residents of this community. As the planning and zoning director pointed out, we are requesting a maximum of forty-eight townhomes. The comprehensive plan designation allows up to eight, but they capped it below seven for the total number of units. He believed Commissioner Burry asked about the character of the residents and their goal has always been to provide for fifty-five and up and to provide them as rental units. The reason for that is because the market studies that they have done show that when folks move from anywhere around the country down to this area they are still looking for a house and there is a real lack of places to stay while they are looking or while their house is being built. Part of what they see is in this demographic going in here would be for that. When people come down, they have had to sell their home, and there is a timeframe that goes through that. They are saying that the minimum rental period would be one year for any of the units, and that is basically the program. They have a mixture of residential parking and visitor parking, which is important. There is a total of seventy-eight total parking spaces for the forty-eight townhomes.

He also showed a rendering of the architectural style. This development would not be a cookie-cutter national home builder style. This would have metal roofs, and they can see the architecture that is being proposed. GPK hired a Winter Park architect, who is a very high-end architect, to develop the plan. The planning and zoning director said these would be 1,100 square feet, but he could not remember the maximum square feet, but they could see that everyone would have a garage. There are two-car garages at the ends, and one-car garages in the middle. This is a typical six-unit building, but it is much more than what they may normally see. This is not a starter home market, this is definitely something beyond that. Again, they met with the board early on when they were considering making this application, which was back in March/April. They met with the board again as they started moving through the process, and they also held a community meeting about three weeks ago and that community meeting was well attended. They explained exactly the same thing that they are explaining tonight. Their program has not changed, and they have been very forthright and open. There are concerns, but in general, it was traffic. There were concerns about security, meaning rentals. They live in a gated community and this would not be a part of that gated community. This would not be part of their recreation areas. However, the residents that would live here could get a membership at the golf club, because they were approached by the folks that run the golf club about that. They have agreed to the gaps in the berm at the ends to put some kind of fence or physical barrier, so there would be no inter-mingling. That would provide a level of assurance to the people who live in Royal Highlands that they have a physical barrier between the communities.

In closing, he said they were there asking for the commission's support. The impact of 49,500 square feet of commercial space is much greater than what they are proposing. He realizes that there are concerns by the folks who attended the community meeting. They said they wanted the commercial versus the residential. However, this is a better fit when it comes down to compatibility with the original goals of the PUD and where everything sits now thirty years later. He would be happy to answer any questions, and he would like an opportunity to respond to any public comments. **Mayor Reisman** asked if there were any questions for the developer from the commission?

Commissioner Pederson commented that in the PUD it said there would be seventy-eight parking spaces. He wanted to know if that would be on top of the garages. **Mr. Daly** replied no. That includes the garage. **Commissioner Pederson** said he heard there would be two parking spots per unit, so that would equal ninety-six parking spaces. **Mayor Reisman** pointed out that seventy-eight parking spots would only equal 1.62 parking spots. **Mr. Daly** said they have both garages, driveways, and parking spaces in between the units for visitor parking. Again, that will all be part of the site plan process, but that is their goal and that is where they are at. They still need to do their civil engineering design on it. **Commissioner Pederson** said he believed the state would push them closer to the lighted intersection. He wanted to know if they believed that they would mandate that? **Mr. Daly** answered no. **Commissioner Burry** said going back to the PUD, it says it would consist of a maximum of forty-eight

single-family residential units, which may be a fifty-five plus development. So, that sounds like a maybe kind of thing. **Mayor Reisman** asked if there were any other commission comments. There were none. He opened the floor to public comments.

Public Participants: (public comments can be heard on the Lakefront TV website or YouTube)

Mary Hitchcock - 6320 Berkshire Pass - Oppose	Debbie Orenchuk - 4738 Glen Coe Street - Oppose
Terry VanWinkle - 5340 Sir Churchill Drive - Oppose	Katherine Beebe - 21514 King Henry Avenue - Oppose
Richard Elick - 20805 Queen Alexander Drive - Oppose	Michael Delay - 4945 Saint Andrews Arc - Oppose
Debbie Duane - 20720 Prince Ranier Place - Oppose	

Mayor Reisman asked if there were any other public comments. There were none. He closed public comments and asked if the developer had any rebuttal or final comments.

Mr. Daly said it seemed like a lot of folks would prefer a commercial development. He thought a lot of folks did not understand that they could not pick the kind of restaurant that would go in. Nor can they pick the pizza place. When they have commercial it includes all the commercial uses, the C-1 uses. Any promise to be a support commercial site for the Royal Highlands does not exist. They may like Papa John's, but you cannot pick. The commercial component was part of the 1994 approvals. However, it was not something that was designed to serve just Royal Highlands because a commercial site needs traffic and visibility. There are a lot of commercials coming out there from other developments in the Groveland ISBA. There will be commercial opportunities, and they did not think this would be an appropriate site for that. They believe that the easement provides them with access that is locked and legally solid to both Monarch Boulevard and to Royal Commerce. They had their attorneys review it, and it was done by the HOA and the master developer who granted those physical rights. It also granted utility access so that they could access the city utilities that are built within that area. He completely disagreed. He believes they do have rights to access over the two roads. He would not be standing there if he thought that they could not. With the security issues and things like that for sure. They can make statements here, but this is the PUD and if the commission wanted to add any conditions that said no open areas within the common property line and that it needed to be fenced off, that is definitely something that is within the purview of the city commission. This is a PUD, and they have specific performance requirements within it. So, part of the PUD process allows that to happen. Also, he does not know who is driving golf carts over the berm, but that berm is pretty heavily vegetated. He would not want anyone from this proposed development driving over the berm, nor would he want anybody that lives in the Royal Highlands crossing the berm. That is a pretty steep berm.

Regarding what he has said and what he was saying tonight, he apologizes if there were any misunderstandings, but he has been saying the same thing since the first community meeting, and since they met with the board. They are building a townhome community, and they want the ability to build a fifty-five and up community if that is allowed. That is why it says maybe in the PUD so that it will provide them with the opportunity to do that. However, he has not changed his story, relative to what they are doing, how they are approaching it, and what representations they have made to the residents of Royal Highlands and their HOA board. Even if he were, there is a development agreement in the PUD

that lays out exactly what they are required to do. It stipulates what they can and cannot do. So the surety, and taking himself out of it is in that document. Another thing with the PUD, the C-1, which is currently in the county, says anything goes as long as they meet that C-1 code. They are doing a PUD specifically, so the conditions and restrictions on the land uses are codified in the approval. He was there seeking support to annex the property. They are in the ISBA, and they would be using the city's utilities. Also, because of that annexation, they would be obligated to do the comprehensive plan and the zoning to be consistent with city code. Again, they are going for a future land use that allows for up to eight homes per acre, and they have agreed to less than seven. In the development agreement, it says 6.54 or something like that. So, they have agreed to reduce the amount of residential density on the site.

The last thing he wanted to bring up was the grassy area. That area is located on the other side of the berm and there is a house right there within the Royal Highlands community. They have presented to the board and the residents that they plan to leave that area as open space. They do not plan to have access to it. Again, the PUD document can state that it will be open space, that it will be unimproved, and that it will not allow for pedestrian access from this community. Those are things that can be incorporated directly into the document. That grassy area has been mowed by the Royal Highlands HOA for twenty years. The pond there, they have been mowing it for twenty years and that pond is located right around the corner from that house. There are irrigation systems that the HOA has installed, and they do not want to mess with their stuff. They are agreeable to keep everything behind that berm and to secure access between the two properties.

Mayor Reisman asked if this were to be approved there were some things that he would like to see added. On the east border along US 27, could they put a small berm with some fencing there to provide some separation from the front door and the road? Also, on the west side of Royal Highlands, he would leave this up to the HOA, but if they are worried about security, he would like some type of decorative fencing added to the PUD, and it could exclude the water feature area. Lastly, with the existing pond, he would like to add the requirement of a fountain in the pond. **Commissioner Pederson** asked for clarification that the wall looks like it ends. Is that a fair statement? He has heard the residents' complaints about security and fencing, but going back to the site plan, it looks like they are expanding the retention, and it almost encompasses the whole back of the property. **PZD Miller** said he was looking at the commercials. **Mayor Reisman** pointed out that the commercial would encroach onto that green space that we were talking about. **Commissioner Pederson** wanted to know if Royal Highlands were using the retention pond as well. **Mr. Daly** said yes. **Commissioner Pederson** stated he asked earlier, but he was still confused on the roads. If they are going to go northbound, will they have a shared access agreement to go to the light to turn? **PZD Miller** responded yes. **Commissioner Burry** said they are hearing two different things about whether they have access and if they do not have access. The commission's approval will be contingent upon them having access. **PZD Miller** said he would have a full answer on that at the October 13th meeting. **CM Minner** added that the short answer is that staff was not prepared to answer the access question. This evening, the commission heard both sides of the story. They have heard from the residents that say they do not have access, and they heard from the developer that says they do. The property appraiser's website clearly shows that it is a private road. So, they do need to dig into this further. He asked if this was approved by a PUD in the county back in the day? **PZD Miller** answered yes. It was approved by the PUD and there is an agreement. **CM Minner** said that staff will dig into the county's PUD regarding access. We will also get our own legal opinion from our city attorney. They will have that answer when this item comes back before them. He did not want to belabor the point, but he was sure the mayor would want them to know as well. This is the first reading, so all these lay over for a second reading, and this one is due to come back on October 13th. At that time, they will have an opinion about the road from staff. They will get that out via email prior to the October 13th meeting because, obviously, we do have conflicting public comment on that. **Mayor Reisman** asked if there were any other commission comments. There were none. He stated this item would lay over until the meeting

of October 13th.

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 7.53 +/- acres from Lake County Urban Low Density to City of Leesburg Low Density Residential, for a property generally located west of U.S. Highway 27 and south of Florida Turnpike, lying in Section 18, Township 21 South, Range 25 East, Lake County, Florida; and providing an effective date. (SSCP Royal Highland)**
3. **An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 7.53 +/- acres from Lake County PUD (Planned Unit Development) to City of Leesburg SPUD (Small Planned Unit Development) to allow for a townhome community for a property generally located west of U.S. Highway 27 and south of the Florida Turnpike, lying in Section 18, Township 21 South, Range 25 East, Lake County, Florida; and providing an effective date. (SPUD Royal Highland)**

C. NON-ROUTINE ITEMS:

1. **None**

7. INFORMATIONAL REPORTS:

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

- A. None**

8. CITY ATTORNEY ITEMS:

CA Watson said he has been working on the Venice at Lake Harris because they have commenced a special magistrate process in regard to the denial of their annexation. He has been communicating with the attorney for the developer, and they have been trying to get the special magistrate set. They have finally settled on somebody, but he was out of the country last week and this week. They anticipate him coming back on Monday of next week, and they will try to get things signed up so they can move forward. The issue that we have run into is that there are some statutory timeframes as to when he is supposed to receive all the information and for when he is supposed to schedule a hearing. So, at this time, we are not able to meet those timeframes because, logistically, we are still trying to get him into the fold. The request is essentially an approval of moving forward. His name is Ed Pantaleon, and he is from Windermere. He is well-versed in this type of stuff, but he does not know him personally. This attorney was recommended to us by the opposing sides' attorneys. He has looked into him and he seems fine. However, the rates are \$325 an hour, which is reasonable with all things considered. With all things considered, he seems like somebody who is very well-versed in this area of the law. The rate is a little bit shocking, but in terms of attorney's fee rates, it is not crazy. He is probably a pretty good one that we

have honed in on, but we need a little bit of flexibility in the timeframe. So, the request is to allow him to sign up on the agreement to move forward with him as the special magistrate and for a waiver of the timeframe as far as getting our response to the special magistrate and scheduling the hearings along with mediation once we are able to get everything to the special magistrate. **Commissioner Pederson** wanted to know which development this was. **Mayor Reisman** said it was for Corley Island. He then asked how the commission felt about the request. **Commissioner Burry** said the commission was good with it. **CA Watson** said he would get this signed up and get the responses over. He would provide copies to the commission so that they see it. He would start working on scheduling so they could move forward.

9. CITY MANAGER ITEMS:

CM Minner said we are officially in the home stretch of the FY 26 budget process. On Thursday at 5:00 p.m. here in city hall, we start the first budget and millage rate resolution public hearings. So at 5:00 p.m. on Thursday, we will start with the Carver Heights CRA.

10. ROLL CALL:

Commissioner Burry had no further comment.

Commissioner Pederson wanted to verify if he said 5:00 or 5:30 p.m. **CM Minner** said it starts at 5:01 p.m. and the next one starts at 5:10 p.m. **Commissioner Pederson** said he had one other item, and he was not going to make a motion on it tonight. However, he wanted to bring it up to get the pulse of the commission because it had been on his to-do list for a couple of months. He would like to propose to the commission that we consider going to a special magistrate process for planning and zoning. To be clear, it is kind of the wave right now, and basically a special magistrate would be an attorney who would replace the planning and zoning commission. It would also add a legal layer to the process, which has a value. The process is identical, so instead of a planning and zoning commission, the meeting would be run by an attorney. The city staff would still be present, but the special magistrate would run the meeting. He has been before a special magistrate in Sumter County and he liked the process. The City of Wildwood has gone to a special magistrate and Fruitland Park just approved going to a special magistrate. There are a few others, but there is a wave of activity. **CA Watson** said that at one time he was the City of Wildwood's special magistrate, so he was familiar.

Commissioner Pederson continued to say that it was the way of the future, and he looks at it as adding a legal layer compared to what we currently have, and no disrespect to the current planning and zoning commission because it has been around a long time, and he knows he is going to ruffle a few feathers, but times are changing. **CA Watson** added that if anyone had any questions about that process, they could talk more about it. **CM Minner** inquired if they would need to do an ordinance type of process to amend it? **CA Watson** answered probably. However, he would need to review the city code. We currently have a planning and zoning board and that was established by code, so we would need to change that. **CM Minner** then said they would do some reporting on that because, obviously, that request brings up a bunch of questions. So, staff will put together a report, and they will give the pluses and minuses of going to a special magistrate, and they will roll out and provide the procedural stuff on how to do that. If it is not at the next meeting, it would be the first October meeting. **Commissioner Pederson** indicated that would be fine. **CM Minner** asked that they give staff a month or so, to allow staff time to do some homework. **Commissioner Burry** said he has already had members of the community talk to him about moving to a magistrate forum, so it is not just Commissioner Pederson hearing it. **Commissioner Pederson** added that he was far from an expert on it, but it is a very similar process. It would actually take a lot of pressure off the staff, in his opinion. **CA Watson** explained that it would essentially be the same process. The only difference is that it would be one person that ultimately makes the decision

versus a board. **Commissioner Pederson** pointed out that person would be a lawyer. **Commissioner Berry** questioned what the benefit would be, because she always thought that planning and zoning was to bring in historical residents who have lived in the area for significant years, and they could actually tell the history of what was going on in that area. We have to consider all of that, and she does know there was a change of times and there is a goal to move the process along, but we have to consider people in the community who value where they are because they could share their ideas. **Commissioner Pederson** suggested that they could still participate in the meeting. **Commissioner Berry** continued to say that the importance of the planning and zoning commission is that they are able to have input from community members. With moving to an attorney who would determine whether to bring in an attorney.

Commissioner Pederson said that was a great comment and question. However, his simple view is, and he has been on the commission six and a half years, and he has heard a lot of commissioners' frustrations about the votes. We contradict the planning and zoning commission all the time, and he believes if a special magistrate votes it down, we can still approve, but if they vote it down, it is more of a legal argument versus emotions that we see in the planning and zoning commission. **CA Watson** said with a lawyer acting as the special magistrate, they are obviously going to take a more legal view of things as opposed to more practical issues. They are going to be particularly concerned about the more legal issues, and they will look at those and use their field of knowledge and expertise to navigate whatever issues come up. He does not want to get too deep into this discussion because there are pros and cons on both sides, but he would be happy to go over his experiences with the commissioners and discuss that in greater detail. **Commissioner Pederson** said that was all he was looking for.

Commissioner Berry had no comment tonight.

Mayor Reisman mentioned that he attended opening night of the Melon Patch. It was a new play called Nana Does Vegas. They have nine shows scheduled and four or five of them are already sold out. It was packed that night, and it was hilarious. He encouraged everyone to go if they have not gone already. This Friday is Discover Leesburg Downtown as well as a new art reception at the art center. He was not aware if anyone else was going, but the Leesburg Chamber of Commerce is hosting an event on Friday, September 19th. It is the Swashbucklers and Siren Soirée. He hoped to see everyone out there. Then on Saturday, September 20th, the city beautification board, along with public works are teaming up with Keep Lake Beautiful for a Lake County waterways cleanup. They will be out at Venetian Gardens and Ski Beach. The Leesburg Recreation is providing kayaks and canoes for anyone who wants to clean up from the waterside, and we are also cleaning up from the land side.

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 Berry, the meeting adjourned at 7:04 p.m.

**AGENDA MINUTES
CITY COMMISSION MEETING
CITY HALL, 501 W MEADOW STREET
THURSDAY, SEPTEMBER 11, 2025 5:30 PM**

1. CALL TO ORDER

The City of Leesburg Commission held a regular meeting on Thursday, September 11, 2025, at Leesburg City Hall. Mayor Reisman called the meeting to order at 5:39 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 conducted at the Carver Heights Montclair Area Community Redevelopment Agency meeting, which was held prior to this meeting.

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

2. PUBLIC COMMENTS:

This section is reserved for members of the public to bring up matters of concern or opportunities for praise. Please note that issues raised during this time will not be discussed in detail during the current meeting. They will either be referred to the appropriate staff or scheduled for consideration at a future City Commission Meeting. Each speaker is allocated three minutes to provide their comments. Kindly adhere to this time limit to ensure equal opportunity for all participants and to support the efficient conduct of the meeting. Thank you!

There were no public comments offered.

3. PUBLIC HEARINGS AND NON-ROUTINE ITEMS:

During Public Hearings and Non-Routine Items, the Commission requests that those in attendance respect the process and maintain order. As such, in accordance with Robert's Rules of Order, please refrain from speaking out, cheering, or applauding during these proceedings. Your cooperation helps ensure a fair and respectful hearing.

A. Public Hearing on the Proposed millage and Proposed budget for Fiscal Year 2025-26.

BD McDaniel said in this budget nothing has really changed as far as personnel. There were nine new positions in the budget, and four of them were for the meter reading division. Those positions were brought in during FY 25. We also have three positions in the gas department, which will be new positions for FY 26. **CM Minner** commented that there were a couple of changes. Since our last meeting, we have changed a couple of things. We added stuff and removed stuff, but the biggest debate was about the rolled back number versus the existing millage rate, which brought in roughly \$400,000. That portion of the presentation was pretty much a repeat of what we did: the 5% increase in personnel, the changes to the PBA and IAFF CBAs, and the 3% match that we are adding for the 457-retirement program. With the fire assessment fee, the health insurance contribution, the education program, all those stay the same. If they want funding for the home grant program throughout the community, the \$400,000 unallocated would be where they go or there is cash in the general fund. For the purposes of where we went, based on discussion, the following recommendations from staff were to shift the civic funding from the solid waste fund to the general fund. It will no longer be an enterprise liability, and, because we needed to increase the solid waste rates this year, we did not think it would be justifiable to increase the rates while skimming money off that to do general fund things. So, with the room in the general fund, we slid that over. Now, specifically, with civic funding, we increased that by \$50,000. The \$50,000 increase in the civic funding takes over for the chamber, so basically, with the chamber's funding and because we ultimately decided to do it alone with Bikefest by using an outside source, we still have the liability of keeping the chamber whole. Having said that, we do have other options for funding the chamber later. However, at the start of the fiscal year, we had to determine how much we wanted to fund the chamber, and we said \$50,000 because that is what we gave them in prior years. With the changes to Bikefest, he suggested keeping the number at \$50,000 so as we move into October, they will know what their operating budget is, and we do have an option later to shift the wires. With the shifting of wires and Bikefest, if there are funds available, we could grab and use some Bikefest money to fund them. If we do that, we could put this money back in the general fund. With the chamber, we have two options for funding in the future, but moving into FY 26, they need their numbers set and this is how we will do it. Then, with the cemeteries, we will keep it at \$161,760. Also, with the beautification committee, the mayor petitioned during the budget hearings to carve out some money for beautification in and around the city, so we budgeted \$100,000, and we have \$40,000 left for general maintenance of the public works and recreation departments. At the end of the day when we are balancing the budget, we always go to the public works and recreation operation numbers, and we start cutting them. He could not specifically say what that \$40,000 would cover, but it would be for operation. It would cover the cost of a new lawn mower if one blows up, and we have plants that die because it gets too cold in the winter. So, with a \$40 million dollar budget, we have about \$392,000 of flexibility.

Commissioner Burry mentioned that they had quite a bit of discussion regarding the cemeteries during the budget sessions, and he saw that we were going with \$161,000. **CM Minner** explained that he had reached out to the cemeteries and at this time the cemeteries said they were good. They intend on keeping their \$161,000. They told him informally through verbal conversation that they are good at \$161,000, and that maybe they were premature in asking us for money back in the summer. With that information, he recommended keeping it at \$161,760. **Mayor Reisman** questioned the booster club. He was asked to see if the commission would be open to splitting that half-and-half, where \$2,500 would go to the sports and \$2,500 to the band since they come and do all the parades and things like that. He knows the booster club funded the band out of that last year, but this would make it a little more black and white on our end. **Commissioner Berry** said she would have no problem with that. **Commissioner Pederson** wanted to know which CDC this was. **CM Minner** stated that it was for Men of Distinction and that kind of stuff. **Commissioner Connell** questioned the splitting of the band because the booster club supports all the

high school's sports. There are about eight different sports versus one band, so how would they split it 50/50? **Mayor Reisman** said there are about five hundred kids in the band. **Commissioner Connell** wanted to confirm that he said there were five hundred kids in the band. **Mayor Reisman** said there were between two hundred and fifty to three hundred kids in the band. **Commissioner Connell** asked how big the band was at the high school. **Mayor Reisman** stated it was a big band. **Commissioner Connell** inquired if the whole senior class was in the band. He could not believe that there would be five hundred students in the band. **Commissioner Burry** mentioned that there were not that many. **Mayor Reisman** stated if he went to their football games, he would see them. **Commissioner Connell** commented that he would take a shot in the dark that there are eight different sports, and only one band. Yet, he wants to split that 50/50. That does not seem right. **Mayor Reisman** replied that he was open to ideas.

Commissioner Connell said if there are eight sports and one band, it is just simple math. The band would get that percentage, one ninth of the money that is being contributed. **Mayor Reisman** responded that he did not think the booster club divided the \$5,000 evenly between each. **Commissioner Connell** agreed. They may not, but they are still supporting about eight different sports, so it was not fair to say 50/50. **Commissioner Pederson** stated he would support an additional \$2,500 to the band on top of the \$5,000. **Commissioner Berry** asked if the band still traveled to go to the state? **Mayor Reisman** answered yes. They do that, and they come to all of our parades and events.

Commissioner Burry indicated that the original funding for the band came about long ago when the band went to Washington to march in a big parade. We started funding it and we just kept funding it. Then, towards the end, they changed band directors, and they did not even know the city was funding it.

Commissioner Pederson made a motion to increase the civic funding by \$2,500 to the Leesburg High School marching band, and Commissioner Berry seconded the motion.

Mayor Reisman asked if there were any comments from the commission and the public. There were none.

The roll call vote was:

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

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

1. Announce the name of the taxing authority, the rolled back rate, and the millage rate to be levied.

BD McDaniel announced the name of the taxing authority, the City of Leesburg, Florida. The current year's rolled back rate is 3.3131. The proposed millage rate of 3.4752 is 4.89% higher than the current year rolled back rate. The millage rate to be levied: 3.4752 mills per \$1,000.

2. Discuss the proposed aggregate millage rate.

BD McDaniel stated that on July 14, 2025, the Commission approved the tentative millage rate of 3.4752 mills per \$1,000. This is the same rate as the prior fiscal year. Whereas, the proposed budget was developed using 3.4752 mills per \$1,000. Therefore, the tentative millage rate of 3.4752 mills per \$1,000 represents a 4.89% increase from the current year rolled back rate, which is attributable to additional

expenses and is a tax increase under TRIM guidelines.

3. Request comments from the public regarding the millage rate.

Mayor Reisman requested comments from the public regarding the millage rate.

Robert Boliek of 1206 South 8th Street, Leesburg, said he was part owner of three separate properties. He owns 48,470 square feet of retail warehouse space in the City of Leesburg. Their current proposed tax bill is \$41,963.86. He was not a proponent of the current rate. He wants the rolled back rate because they are paying far too much in taxes now. With inflation and everything they have to buy along with all their costs, they pass that on to their tenants, so it is critical that they use a rolled back rate. He would love to see that 4.89% back in the budget. They developed the budget on it, and they need to keep that number and stay with the rolled back rate. **Mayor Reisman** asked if there were any other public comments. There were none.

Commissioner Connell said he absolutely agreed with Mr. Bolick. We should go with the rolled back rate. Taxes are getting out of control, so we should use the rolled back rate, and let the citizens keep more money in their own pocket. We can figure it out on our own end. Maybe we do not have as much money to waste on nonsense stuff.

Commissioner Connell made a motion that they go with the rolled back rate. **Mayor Reisman** asked for a second to the motion. There was no second. The motion failed.

Commissioner Pederson commented that the millage rate they are approving, if they take Montverde out of the equation, we have the lowest millage rate in Lake County, including Lake County and all the municipalities. **Commissioner Connell** said that may be true, but we should not base ourselves off other cities. In general, cities are collecting way too much money in property taxes. Property values continue to go up and cities do not lower their millage rate. They continue to either leave it, which is a tax increase, as this year it is almost 5%, or they raise it. He does not know if we should set our standards based on what everybody else is doing. He would really like to see us do the rolled back rate, even though the motion failed. However, that was his stance. We should not continue to tax our citizens for additional money. We should let them start keeping a little bit more of their money. **Commissioner Berry** stated when they had these discussions before, we were lower. We were at a rate that was pretty decent. **Commissioner Connell** said it was across the board if they look at the whole county, but he did not know that we should be basing ourselves off what other cities are doing. **Commissioner Berry** said she thought that was just a benchmark to see where we were. She did not think that was the determining factor for how they came up with the benchmark. **Commissioner Connell** agreed, but just because somebody else is charging six mills, that does not mean we should. We need to do what is best for our city. We could roll the rate back and let our citizens keep more of their money and the city would still be perfectly fine financially. **Commissioner Berry** commented that as the population grows, we add new police officers and new cars, so our expenses do increase, but we are keeping the rate at which we are billing the same. **Commissioner Connell** said that was still an increase. He agrees that expenses increase, but so does the amount of taxes we are bringing in with the amount of property the city continues to annex. Everyone knows where he stands with annexations, but we keep increasing the property taxes on our existing citizens to offset the cost of growth, because growth does not pay for itself. The existing citizens are paying for growth and that is a problem. Growth should be paying for itself to bring on more police officers and firefighters. From what he was hearing, that was why we are not lowering the property taxes because we have to pay for these additional services for all the people coming in. These new people should be paying for it themselves. If we are going to continue to annex all this property, then they need to start paying their fair share without putting the burden on the existing

taxpayers to offset the costs. **Commissioner Pederson** stated that he was not sure that was an honest or fair statement, and he was going to get the community stirred up over what he does not deem to be a completely accurate statement. **Commissioner Connell** pointed out that they were raising taxes by 5%. **Commissioner Pederson** remarked that he did not take that lightly and he respects his comments. However, what he would say on the record is that all of our enterprise funds and utilities are in the top quartile. That would be the good quartile, which is the lowest quartile. We have the lowest rates in the county and the lowest millage rate. He was happy about the progress that our city has been making with the beautification efforts along with all the things we are doing. So, the fact that we are able to do that and have the lowest utility rates and the lowest tax rate is a compliment to the city. He does not take it lightly with increasing taxes, but our city is heading in the right direction, and we are spending our money wisely. He likes the direction of our city, so we are going to disagree on that. **Commissioner Berry** said when this was presented it was all in line with what we are expanding as far as growth of the city. She does not want to say that they are intentionally increasing taxes to be compared to other communities, but in their presentation, it all made sense, so can we get a recap of that presentation? **CM Minner** explained, from the city manager's perspective of reasonable and not-so-reasonable comments, Commissioner Connell said we have plenty of funds to operate at a rolled-back rate, and he would agree with that. He thinks we could probably keep the rate at 3.3, and we could operate fine and that was how the budget for FY 26 was presented. It was during the budget workshops where the supermajority of the commission asked what it would look like if we kept it because the step from the 3.4 to the 3.3 financially was not very significant; it was only about \$392,000. So, for the record, that was a 3% increase, it was not a 5% increase. For a business like Mr. Boliek, it may be a little different because they do not have a homestead cap, so everybody will be a little bit different. However, from a homestead perspective, it would be a 3% increase. On the growth comment, anybody can argue that, but as the manager, he would not say that growth is causing the consideration of keeping the current rolled back rate. In fact, he would argue the opposite because the biggest increase in our ad valorem revenue comes from The Villages development and not from all the smaller PUDs. That is the number one reason why we were the fastest growing community last year. It was not the other smaller PUDs. He would look specifically at The Villages, and every fact and statistic would support that. As far as why the commission, in his opinion, considered a rate increase was to fight inflation. Just as every business pays more for gas, electricity and these things, so does the general fund. His reflection of those discussions from the summer would be, if we continued to stay at the current rate, the city would get behind. We are paying our people more, we pay more in utility bills, and we pay more for fertilizer. Everything that businesses are struggling with the city is struggling with it too. **Commissioner Pederson** indicated that the big one was police and fire and that is important to note. Those positions have become very competitive. **CM Minner** added that the number one expense in our general fund is police and fire. That is not a pinpoint at police and fire, because they are the number one thing that we do and they are an expensive service. The guys and ladies who work in our public safety do mission-critical things. They are highly sought-after positions, and we have to renumerate those correctly. We have seen a continued decline in the police department in terms of numbers because we have not kept pace. Those are factual issues, and that is for the commission's collective wisdom to have that discussion. That is why he kept quiet until Commissioner Berry asked him to provide insight. **Commissioner Berry** apologized for putting him on the spot, and he did answer her question with the first line. He helped to jar her memory and that was what she needed to know. **Mayor Reisman** asked if there were any other commission comments. There were none.

4. **Resolution of the City Commission of the City of Leesburg, Florida tentatively adopting 3.4752 mills as the Fiscal Year 2025-26 millage rate for the City of Leesburg, Florida, representing the current year proposed aggregate millage rate of 3.4752 which is 4.89% more than the current year rolled back rate; and providing an effective date.**

ADOPTED RESOLUTION 12,120

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. There were none.

The roll call vote was:

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

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

5. Request comments from the public regarding adoption of the tentative 2025-26 budget.

Mayor Reisman requested comments from the public regarding the adoption of the tentative 2025-26 budget. There were none.

6. Resolution tentatively adopting the Fiscal Year 2025-26 budget.

ADOPTED RESOLUTION 12,121

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. There were none.

The roll call vote was:

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

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

7. Announce the tentatively adopted millage rate.

BD McDaniel announced the tentatively adopted millage rate to be levied is 3.4752 mills per \$1,000.

8. Establish and publicly announce the date, time and place for the public hearing to finally adopt the millage rate and the Fiscal Year 2025-26 budget.

BD McDaniel stated the date to finally adopt the millage rate and the fiscal year 2025-26 budget is scheduled for Monday, September 22, 2025, at 5:30 p.m. in the City Commission Chambers at City Hall.

B. Resolution of the City Commission of the City of Leesburg, Florida, relating to the provision of Fire Protection Services, facilities and programs in the City of Leesburg, Florida; imposing Fire Protection Assessments against assessed property located within the City for the Fiscal Year Beginning October 1, 2025; approving the rate of assessment; approving the assessment roll; and providing for an effective date.

ADOPTED RESOLUTION 12,122

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

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

Mayor Reisman requested comments from the Commission and the audience.

Commissioner Connell wanted to verify that the fire assessment fees were going to go up by \$5 for the residential. **BD McDaniel** agreed. It would go from \$165 to \$170. **Commissioner Connell** wanted to know how that would affect commercials overall. What is a percentage increase? **BD McDaniel** responded that it would be 3%. **Commissioner Connell** asked if she had any idea about what that came out to? **CM Minner** answered that the rate would be cents on the dollar. For a commercial entity, if your bill was \$300, they could count on a 3% increase, because everything is a fair ratio of 3%. **Mayor Reisman** asked if there were any other commission comments. There were none. He asked for public comments.

Robert Boliek of 1206 South 8th Street, Leesburg, said regarding the fire rescue industrial warehouse tax, again, back to the 48,470 square feet that would amount to \$1,942.40, which does not sound like a lot of money, but it continues to add up and they are experiencing inflation. Lake Glass and Mirror is his business, and they occupy 24,400 square feet of that 48,000 feet. So, they will have to absorb that and/or pass it along to their customers. Plus, their tenants will have to do the same thing. So, we are talking about increasing taxes, and we are not going to agree on the rolled back millage rate, so now they are adding another fee. That really concerns him, because, less than two weeks ago, the city gave away city property which was of real value that could have potentially been sold, and those funds could have been used to offset the expenses of the fire department. He believes it is foolish to continue to add taxes to the public burden and then spread it around here and there, since the city has ample land that they can either

give away or sell to offset the expenses. Please vote no on the fire rescue industrial warehouse tax. **Mayor Reisman** asked if there were any other public 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 resolution.

4. ROLL CALL:

Commissioner Berry had no further comment.

Commissioner Connell apologized for having to step out early at the last meeting. However, he was able to catch up and watch the end of the meeting where something was brought up under roll call about doing away with our planning and zoning commission. He absolutely disagrees with that. He agrees with Commissioner Berry, because it is important to have a planning and zoning commission that is made up of Leesburg citizens because they do provide recommendations. It would be terrible to turn this over to a special magistrate. At that meeting, he also brought up the consideration of having a broker realtor, and the commission decided that we did not want to hire a realtor that was not local. However, we are going to potentially look at hiring a special magistrate who is not local, and who does not know the area? That does not make any sense. He really hoped that would not pass. He assumed the city manager was the one putting together the ordinance to change that. **CM Minner** stated that staff was to give a presentation. **Commissioner Connell** expressed that he really hoped the commission would reconsider the planning and zoning commission because those members are extremely important. However, the city commission does not generally listen to their recommendations, which is discouraging, and he does not think this is a good idea at all. Secondly, there was an article that came out today in the Daily Commercial, and he would like some clarification on it. He was not sure about the accuracy of the article, but the Daily Commercial article stated that the City of Leesburg was going to pay for the demolition of the shuffleboard courts. **CM Minner** said that the article was not accurate. **Commissioner Pederson** commented that the article was just one example of about twelve inaccurate statements in this community. That comment was not directed at Commissioner Connell, it was directed at the community, who are spewing false information on that. He apologized, but he was fired up about it. **Commissioner Connell** mentioned that he read the article this morning, and he just wanted some clarification.

Commissioner Burry had no comment.

Commissioner Pederson had nothing tonight.

Mayor Reisman had nothing to comment on this evening.

CA Watson said he wanted to jump in before adjourning the meeting because he had a couple comments on two items. We have two existing claims that have been brought against the city, and he was looking for direction by the commission on how they would like to proceed. First, we have the Venice at Lake Harris, which was talked about a little bit Monday night. They are requesting relief in response to the city denying their application for annexation, which was the property located near Corley Island. The second case is the Leesburg Shuffleboard Club. They have filed a lawsuit against the city. We have not been

served yet, but he was able to pull a copy of that lawsuit. Now, the city does have insurance coverage, and it would potentially provide for an attorney to represent the city. That insurance coverage would pay for the cost of that representation. He would not be doing his job if he did not tell them that there might be an avenue to save money in terms of paying the deductible to get coverage for that. However, there are a couple of ways to look at this, and he would not be offended if the commission chose to use the insurance coverage. He understands saving money because that just makes sense. That would be a hybrid approach, and we would not be on the insurance company's defense list if we chose to file an insurance claim, but his firm would not be handling it. The insurance company may be on board with the concept of letting them start to see how things go. For example, if we look at the special magistrate process, there would be a mediation that occurs and a hearing after that. Another avenue they may consider if the commission was comfortable with his firm would be to have his firm handle the mediation side of it. At that point, if they were not able to resolve it, then they could file the claim.

With the shuffleboard lawsuit and without getting too deep into a strategic discussion here. We do have some opportunities to try and get rid of that or at least test the claim early on. He did not believe that it would be too costly to take some initial stabs at that to see where things go. Again, the insurance company may be on board with the hybrid approach of letting Stone and Gerken start the process. Then, if it starts getting heavier on the expense side or if we have to go deeper into litigation, we could shift over to insurance.

That was all he had. Again, under the insurance policies that the city has, there is an ability to file a claim for the request of relief in the Venice at Lake Harris case and the Leesburg Shuffleboard case. He wanted to know which avenue the commission wanted to take. They could take a hybrid approach, where they start out with his firm to see how things go. If the expenses start getting heavier, then we could shift over to the insurance attorneys. **Commissioner Burry** asked about the insurance direction and if Stone and Gerken would not be handling it, because it would move to a different attorney? **CA Watson** agreed. It would be whatever firm is listed with the insurance. There may be a couple of attorney firms he is familiar with, and they may have represented the city before. That firm may not be a complete stranger, but his firm is not on the insurance company list. **Mayor Reisman** wanted to know which avenue he would recommend. **CM Minner** said he completely agreed with the city attorney. He does not want to talk too much about the cases, but with the Venice of Lake Harris case they are seeking relief. This is a very interesting case, because it really attacks the core legal principle that was granted to the commission, which is that annexations are a legislative prerogative. We are being attacked for that, and that is important because we have heard throughout the county that all cities have to do is say no. We just have to say no to annexations. We just have to say no to annexation. Well, we did that and now we are being sued for it. That is what he wanted to say publicly, because that comment needs to get out there to the county because we said no under our legislative prerogative, and now we are being sued. With the Venice at Lake Harris case, it is an interesting interpretation of our charter. With that being said, the last time we were sued was the Sunnyside case, and we had to go to special counsel for good reasons. However, in these two cases, the city attorney has suggested that the right place to start would be with our home council. We need to let Stone and Gerken handle it. We had an initial conversation with Brown and Brown about the hybrid approach, and they seemed okay with it. So, he would encourage the commission to take the city attorney's recommendation and go with the hybrid approach. **Commissioner Pederson** wanted to verify if the hybrid approach would be that the commission agrees to fund the city attorney with a small amount. **CM Minner** agreed. We would pay the city attorney just as we pay Stone and Gerken for anything else. So, we would start with Stone and Gerken and if they read between the lines, they would hear what they were trying to say about these lawsuits. Having Stone and Gerken start out would be best, and if we see this going more intricate, we would be back to talk about using outside counsel. **Commissioner Burry** wanted to know if they were talking about a specific number. What does intricate mean as far as dollars? **CA Watson** replied that was something they would keep everyone

apprised of as they move along. Things develop in different stages. We will take the initial shot of getting rid of it, but we may end up having to take the same shot a couple of times to see where things go. They would certainly keep everybody updated as far as the depth of litigation and how heavy it is getting. They could reevaluate as they go along to see if the commission wants to shift gears. **CM Minner** added that with the Venice at Lake Harris issue, we are going to start seeing cases like this pop up because developers will start pushing the edge with how they interpret the political subdivisions and municipal corporations act. That is definitely one to keep an eye on.

Commissioner Pederson said he wanted to be very careful with what he said. Obviously, he was very happy with Grant Watson being the city attorney, but he was not very happy with the shuffleboard people right now and to make sure the audience was clear, once again, false information is going everywhere because they have seventy-three members and only about seven members reside in the city. They came before the commission five times and the residents thought the commission had a meeting in the shade or something and that this was approved in one meeting. They came before the commission five times. He would prefer to let the insurance company handle it. Turn them loose and let them have their fun. They picked a fight with the city and they are wrong. He was not a lawyer, but he read the lawsuit, and he thinks it was a joke. He would prefer to let the insurance company have the fun because he believes the shuffleboard people have handled it wrong. **Commissioner Connell** commented that as far as the lawsuit, he would not weigh in on that. However, he did not think they were wrong from the standpoint that they were upset with this commission for selling the property that they had been utilizing for over fifty years. They held tournaments at that location. In fact, they have three tournaments scheduled before their closing date in November. **Commissioner Pederson** remarked that they were being nice by giving them time to host their first tournament. **Commissioner Connell** questioned the nice comment and asked if he was being serious because the city sold the property they were using. **Commissioner Burry** pointed out that it was not their property. **Commissioner Connell** clarified that we did not sell it, we gave that property away, and they had been using it for over fifty years. **Commissioner Burry** clarified that it was not their property. **Commissioner Connell** stated that he keeps saying that it was not their property, but they were using it and maintaining it. **Commissioner Burry** said he was not going to listen to this anymore. **Commissioner Connell** agreed. He did not want to listen to this nonsense anymore either. **Commissioner Burry** emphasized that it was not their property. **Commissioner Connell** agreed. It was the city's property and they were using it. **Commissioner Burry** said he was giving misinformation and that he was not stating the truth. **Commissioner Connell** stated they were using this property, which belonged to the city, and we just gave it away for nothing. **Commissioner Burry** remarked that they requested \$400 to \$500,000 for the city to fix it and that was left out. **Commissioner Connell** pointed out that they asked for \$27,000 to redo the courts and that was in the proposal that was submitted in the budget.

Mayor Reisman announced that everyone had heard enough and that they needed to bring the meeting back to order. He asked the city attorney if he needed a recommendation from the commission. **CA Watson** agreed. He was looking for a poll of the commission about what they would like to do. If someone wanted to make a motion, that would be fine. There were three options; they could turn it over to insurance, go hybrid, or let Stone and Gerken roll with it. **Commissioner Berry** wanted to know if the decision had to be made tonight. **CA Watson** said no. He did not think there was an immediate crisis. However, there are some scheduling items coming up with regard to the request for relief. The magistrate has been out of the office for two weeks, but he will be back on Monday. However, we should move into scheduling pretty soon, so there was some urgency. The shuffleboard lawsuit has been filed and sent to the newspapers, but the city has not been served or sent a copy. He was able to pull a copy off of the docket, but the twenty-day clock to respond had not started. **Commissioner Pederson** asked if the lawsuit interfered with the conveyance of property. Do they have a legal bite to stop it? **CA Watson** answered that they would have included a claim for injunction whereby they would try to stop the sale of

the property. They would have to post a bond for that, which is something they would be asking for. How that ends up shaking out is unclear, but that would have to come out of pocket to get an injunction. **Commissioner Pederson** said that they picked this fight, and they are out of line. They have been very hard on the city for a bunch of non-residents. He would make a motion to let the insurance company handle it, since we have \$100,000. Why should we pay for it? Let the insurance company lawyers have fun with them.

Commissioner Pederson made a motion to have the insurance lawyers handle the Leesburg Shuffleboard Club claim.

Mayor Reisman wanted to know what the recommendation was, and if it was the hybrid approach. **CA Watson** answered yes. The city manager had suggested the hybrid and that approach made sense, but he was flexible and comfortable with how the commission wanted to move forward. **CM Minner** stated the recommendation on the approach indicates that, and without talking about litigation, it indicates how we need to tackle that before going the insurance route.

Commissioner Pederson withdrew his motion and said he did not have a strong opinion on it. He threw it out there because he had his reasons. However, he needed to be careful, and he could not say everything he wanted to say right now. **CM Minner** said he hoped he had a reputation for being a good steward of the city's money and if the city attorney starts getting too expensive, we will be back to the commission rather quickly. However, the hybrid approach is the best because, by handling it this way, we will have our best chances at ending this in the city's favor as quickly as possible. **Commissioner Pederson** wanted to make sure the city attorney knew he was completely happy with him and the firm. **CA Watson** stated he would not be doing his job if he did not bring up the fact that the city had coverage and the ability to move forward without paying out of pocket for legal fees.

Commissioner Pederson made a motion to go with the city attorney's suggestion of a hybrid, which would be his firm beginning with it, and if the fees start getting excessive, we would go to the insurance company, and Commissioner Burry seconded the motion.

Mayor Reisman asked if there were any further comments on that. There were none.

The roll call vote was:

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

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

Mayor Reisman clarified that this would cover the Venice at Lake Harris lawsuit as well. **CA Watson** agreed.

CM Minner said he needed to revisit a couple of slides in the spirit of full disclosure and transparency. Referring to a couple of slides, he showed what the capital projects were, which were tentatively approved tonight, and they do have another bite at the apple on September 22nd. Everything in the electric, water and sewer funds, along with all the enterprise funds, remain the same. With the capital projects fund, he wanted to throw out some numbers. They have equipment numbers that they talked about and the special projects money that comes from the DST. The way the priorities were set up, we

have \$1 million dollars for the Palmetto Sports Complex, which is pickleball. That is the direction we are headed now and there is the \$200,000 to fix the gymnasium floor. **Commissioner Burry** confirmed that it would also include the tennis court resurfacing and pickleball. **BD McDaniel** added that this was the same thing that was presented in the draft. They did not change anything. **Commissioner Connell** stated when the Palmetto Sports Complex was first talked about with him, it was said that it included refinishing the shuffleboard courts, so it has changed some. With the downtown parking project of \$1.5 million that is in the budget, but will that come back to the commission prior to any money being spent? **CM Minner** agreed. **Commissioner Connell** said he felt that was outrageous. He was really curious about how many parking spots we were going to get for \$1.5 million. **CM Minner** replied there would be two hundred and fifty parking spots. **Commissioner Connell** said that is only because we are tearing down the building. **CM Minner** said he thought the delta was about one hundred and fifty parking spots, and we would pick up about one hundred more parking spots. **Commissioner Connell** wanted to clarify that we were tearing down a building to get the lion's share of parking spots.

5. 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 6:28 p.m.

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.B.1.

Meeting Date: September 22, 2025

From: Joseph Mera, (Fire Chief)

Subject: Resolution of the City Commission of the City of Leesburg, Florida authorizing the Fire Department to purchase of one (1) Physio-Control LifePak 35 Cardiac Monitor/Defibrillator; and providing an effective date.

Staff Recommendation:

Staffs recommends authorizing the purchase of one Physio-Control LifePak 35 Cardiac Monitor/Defibrillator.

Analysis:

The purpose of this purchase is to purchase one (1) Physio-Control LifePak 35 Cardiac Monitor/Defibrillator for a total cost of \$55,913.35 to replace one of the outdated Lifepak 15 Cardiac Monitors which are no longer serviced for providing advanced life support care on EMS calls for service.

Procurement Analysis:

The purchase of the Physio-Control LifePak 35 Cardiac Monitor/Defibrillator will be conducted in accordance with the City's procurement policies and procedures. Sole Source Justification, Physio-Control (now part of Stryker) is the sole manufacturer and authorized distributor of the LifePak product line. Due to the proprietary nature of the equipment and the need for compatibility with existing LifePak systems and accessories already in use by the Fire Department, this purchase qualifies as a sole-source procurement. The total cost is \$55,913.35

Options:

1. Approve and authorize the purchase of one (1) Physio-Control LifePak 35; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

The current Fire budget includes funding for this purchase.

Account No. 001-2220-522-6410

Project No. GFASST

WF No. WF1667138/1

Requisition	57833
Budget	\$55,914.00
Available	\$55,914.00

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA AUTHORIZING THE FIRE DEPARTMENT TO PURCHASE OF
ONE (1) PHYSIO-CONTROL LIFEPAK 35 CARDIAC
MONITOR/DEFIBRILLATOR; AND PROVIDING AN EFFECTIVE DATE.**

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

THAT the City Commission hereby authorizes the Leesburg Fire Department to execute an agreement with Physio-Control (now part of Stryker), whose address is 2345 Dr. FE Wright Drive, Jackson, TN 38305 for the purchase of one (1) Physio-Control LifePak 35 Cardiac Monitor/Defibrillator.

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 22nd day of September 2025.

Mayor

ATTEST:

City Clerk

August 2025

Stryker is the sole-source provider in the Hospital (hospitals and hospital-owned facilities), Emergency Response Services and Emergency Response Training (paramedics, professional and volunteer fire) markets in the U.S. for the following products:

- New LIFEPAK® 35 monitor/defibrillators
- New LIFEPAK® 15 monitor/defibrillators
- New LIFEPAK 20e defibrillator/monitors
- New LIFEPAK CR2 automated external defibrillators
- New LIFEPAK CR2 cellular automated external defibrillators
- New LIFEPAK 1000 automated external defibrillators
- New HeartSine® samaritan PAD automated external defibrillators
- New LUCAS® chest compression system
- CODE-STAT™ data review software and service

Stryker is the sole source provider in all markets for the following products and services:

- RELI™ (Refurbished Equipment from the Lifesaving Innovators) devices
- LIFENET® system and related software
- ACLS (non-clinical) LIFEPAK defibrillator/monitors
- LIFELINKcentral™ Government Campus Solution
- MultiTech 4G and Titan III gateways
- Factory-authorized inspection and repair services which include repair parts, upgrades, inspections and repairs.

Stryker does not authorize any third parties to sell these products or services in the markets listed above. We will not fulfill orders placed by non-authorized businesses seeking to resell our products or services. If you have questions, please feel free to contact your local Stryker customer service representative at 800.442.1142.

Sincerely,



Matt Van Der Wende, Vice President, Americas Sales

Stryker or its affiliated entities own, use, or have applied for the following trademarks or services marks: LIFELINKcentral, LIFEPAK, LUCAS, CODE-STAT, RELI, LIFENET, Stryker. All other trademarks are trademarks of their respective owners or holders. The absence of a product, feature, or service name, or logo from this list does not constitute a waiver of Stryker's trademark or other intellectual property rights concerning that name or logo.

EC-GSNPS-COMM-1157704_REV-2_en_us © 2024 Stryker

Emergency Care

11811 Willows Road NE, Redmond, WA 98052 USA | P +1 425 867 4000 | Toll-free +1 800 442 1142 | stryker.com



LP35x1 8.27.25

Quote Number:11170603

Version:1

Prepared For:LEESBURG FIRE DEPT STATION 61

Attn:

Remit to:Stryker Sales, LLC
21343 NETWORK PLACE
CHICAGO IL 60673-1213
USA

Rep:Marjorie Ward

Email:marjorie.ward@stryker.com

Phone Number:

Quote Date:08/27/2025

Expiration Date:09/27/2025

Contract Start:08/27/2025

Contract End:08/27/2026

Delivery Address		Sold To - Shipping		Bill To Account	
Name:	LEESBURG FIRE DEPT STATION 61	Name:	LEESBURG FIRE DEPT STATION 61	Name:	LEESBURG FIRE DEPT STATION 61
Account #:	20033534	Account #:	20033534	Account #:	20033534
Address:	201 S CANAL ST	Address:	201 S CANAL ST	Address:	201 S CANAL ST
	LEESBURG		LEESBURG		LEESBURG
	Florida 34748-5901		Florida 34748-5901		Florida 34748-5901

Equipment Products:

#	Product	Description	Qty	Sell Price	Total
1.0	70335-000042	LP35,EN-US,MAS-SP/CO,MED-CO2,SUN-NIBP,12L,WIFI/CELL/LN/CPRIN,STD,BT	1	\$47,288.00	\$47,288.00
2.0	11335-000001	LIFEPAK FLEX Lithium-Ion Battery	2	\$850.10	\$1,700.20
3.0	11140-000102	LIFEPAK FLEX Battery Charger	1	\$2,550.30	\$2,550.30
4.0	11140-000131	AC Power Cord (North America, hospital grade)	1	\$91.80	\$91.80
5.0	11996-000519	LNCS-II Reusable rainbow 8-wavelength Adult Sensor	1	\$622.30	\$622.30
6.0	11996-000456	RD SET DCI Reusable Sensor, Adult	1	\$334.40	\$334.40
7.0	11160-000011	Reusable Cuff, Infant, 8-14 cm	1	\$24.80	\$24.80
8.0	11160-000013	Reusable Cuff, Pediatric, 13-20 cm	1	\$28.00	\$28.00
9.0	11160-000021	Reusable Cuff, Small, Adult, 18-26 cm	1	\$34.00	\$34.00
10.0	11160-000015	Reusable Cuff, Adult, 26-35 cm	1	\$33.60	\$33.60
11.0	11160-000019	Reusable Cuff, X-Large, Adult, 35-44 cm	1	\$55.20	\$55.20
12.0	11260-000073	Shoulder Strap	1	\$63.75	\$63.75
13.0	11335-000008	LIFEPAK 35 Storage Bag Kit	1	\$510.00	\$510.00
14.0	11111-000041	LIFEPAK 3-wire extended precordial ECG cable	1	\$102.00	\$102.00
15.0	11996-000536	15-Lead Patient Simulator (QUIK-COMBO)	1	\$1,200.00	\$1,200.00



LP35x1 8.27.25

Quote Number: 11170603

Version: 1

Prepared For: LEESBURG FIRE DEPT STATION 61

Attn:

Remit to: Stryker Sales, LLC
21343 NETWORK PLACE
CHICAGO IL 60673-1213
USA

Rep: Marjorie Ward

Email: marjorie.ward@stryker.com

Phone Number:

Quote Date: 08/27/2025

Expiration Date: 09/27/2025

Contract Start: 08/27/2025

Contract End: 08/27/2026

Equipment Total:

\$54,638.35

Data Solutions:

#	Product	Description	Qty	Sell Price	Total
16.0	11150-000020	LIFEPAK Cellular Modem, North America	1	\$1,275.00	\$1,275.00
Data Solutions Total:					\$1,275.00

Price Totals:

Estimated Sales Tax (0.000%):	\$0.00
Shipping and Handling:	\$0.00
Grand Total:	\$55,913.35

Prices: In effect for 30 days

Terms: Net 30 Days

Terms and Conditions:
Deal Consummation: This is a quote and not a commitment. This quote is subject to final credit, pricing, and documentation approval. Legal documentation must be signed before your equipment can be delivered. Documentation will be provided upon completion of our review process and your selection of a payment schedule. Confidentiality Notice: Recipient will not disclose to any third party the terms of this quote or any other information, including any pricing or discounts, offered to be provided by Stryker to Recipient in connection with this quote, without Stryker’s prior written approval, except as may be requested by law or by lawful order of any applicable government agency. A copy of Stryker Medical's terms and conditions can be found at https://techweb.stryker.com/Terms_Conditions/index.html.

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.B.2.

Meeting Date: September 22, 2025

From: Cliff Kelsey, (Public Works Director)

Subject: Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Construction Services Agreement with Bulldog Sitework, LLC for the construction of the South Street Stormwater Improvement Project; and provide an effective date.

Staff Recommendation:

Staff recommends approval of the resolution authorizing execution of the construction services agreement with Bulldog Sitework, LLC for the South Street Stormwater Improvement Project for an amount of \$77,735.22.

Analysis:

This project involves the reconstruction of the drainage swale located along the southern boundary of South Street. This will include the installation of 18-inch diameter drainage piping beneath Belle Oak Drive to enhance water flow management and prevent potential flooding. The construction and installation of manholes and associated structures to facilitate access for maintenance and inspections. The existing drainage swale has experienced partial filling as a result of erosion over time. Additionally, vegetation, including trees, has encroached upon the swale and will require removal. To enhance the system's efficiency, we propose the installation of a stormwater line that will run beneath the entrance to the Arbors of Lake Harris Subdivision (Belle Oak Drive), directing overflow from the swale to the Florida Department of Transportation (FDOT) stormwater pond.

Procurement Analysis:

On July 25, 2025, the Procurement Division issued Invitation for Bid 2502201, South Street Stormwater Improvement Project. On August 19, 2025, the City received six (6) responsive bids. The Public Works Department staff reviewed the submittals for conformance with the solicitation requirements. Bulldog Sitework, LLC was selected as the most qualified vendor, as shown in the attached tabulation.

Options:

1. Approve award of IFB 2502201 and approval of the resolution authorizing execution of the agreement with Bulldog Sitework, LLC. as presented; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

This project is included in the FY 25 Stormwater Capital Projects budget.

Account No. 014-7099-537-6310

Project No. 140002

WF No. WF1541997

Requisition 57433

Budget \$315,125.00

Available \$315,125.00

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A
CONSTRUCTION SERVICES AGREEMENT WITH BULLDOG SITEWORK,
LLC FOR THE CONSTRUCTION OF THE SOUTH STREET STORMWATER
IMPROVEMENT PROJECT; AND PROVIDE AN EFFECTIVE DATE.**

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

THAT the Mayor and City Clerk are hereby authorized to execute an agreement with Bulldog Sitework, LLC, whose address is 607 Highway 466, Lady Lake, Florida 32159, for Construction Services (IFB 2502201).

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 22nd day of September 2025.

Mayor

ATTEST:

City Clerk

CONTRACT
Contract No. 2502201
SOUTH ST. STORMWATER IMPROVEMENT PROJECT

THIS AGREEMENT is made as of the 22ND day of September 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 **Bulldog Sitework, LLC** whose address is 607 Highway 466, Lady Lake, FL 32159 (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) 2502201, South St. Stormwater Improvement Project; and
- c. CONTRACTOR response to IFB 2502201 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 “**South St. Stormwater Improvement Project**” to the CITY as listed in Invitation for Bid 2502201. 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 **\$77,735.22**. 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 EIGHTY (180) 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 NINE HUNDRED AND FOUR DOLLARS (**\$904**) 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: Bulldog Sitework, LLC
Naiara Petralanda, President
607 Highway 466
Lady Lake, FL 32159
352-267-4664
naiara@bulldogsitework.com

If to City of Leesburg: 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.

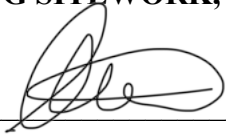
37. **Counterparts.** Original signatures transmitted and received via facsimile or other electronic transmission of a scanned document, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall bind the parties to the same extent as that of an original signature. 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.

BULLDOG SITEWORK, LLC

By: 

Printed: NAIARA PETRALANDA

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'



South St. Stormwater Improvement Project Itemized Price Schedule – Revised 8/11/2025

Item #	Description	Quantity	Unit	Unit Price	Total Price
1	MOBILIZATION	1	LS	4356.00	\$ 4356.00
2	SURVEY AND AS-BUILTS	1	LS	2600.00	\$ 2600.00
3	CLEARING & GRUBBING	1	LS	0.00	\$ 0.00
4	TREE REMOVAL	3	EA	3336.68	\$ 10010.04
5	SWALE CONSTRUCTION	1	LS	10552.73	\$ 10552.73
6	SOD (WRA's)	5,053	SF	0.65	\$ 3284.45
7	ROADWAY OPEN CUT	1,343	SF	8.39	\$ 11267.77
8	STORM MANHOLES	1	EA	6142.62	\$ 6142.62
9	TYPE "C" OVERFLOW STRUCTURE	2	EA	3001.86	\$ 6003.72
10	18" STORM PIPE	98	LF	105.25	\$ 10314.50
11	MAINTENANCE OF TRAFFIC	1	LS	6136.55	\$ 6136.55
				TOTAL	70,668.38
	CONTINGENCY				
	CONTINGENCY @ 10%			TOTAL	7066.84
	GRAND BID TOTAL (In Figures)			\$ 77,735.22	

NAME OF BUSINESS: BULLDOG SITEWORK LLC

CONTACT PERSON: NAIARA PETRALANDA

EMAIL ADDRESS: NAIARA@BULLDOGSITEWORK.COM

AUTHORIZED SIGNATURE: 

Exhibit 'B'

SUPPLEMENTAL CONDITIONS – CONSTRUCTION

1. DEFINITIONS

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

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

Supplemental Conditions (if any), other detailed technical specifications, exhibits and all addenda.

- l. **Defective:** An adjective which when modifying the word Work refers to Work that is unsatisfactory, faulty or deficient, or does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents, or has been damaged prior to Engineer's recommendation of final payment (unless responsibility for the protection thereof has been assumed by CITY at Substantial Completion or CITY has taken beneficial use of completed portions.
- m. **Shop Drawings:** All drawings, diagrams, illustrations, schedules and other data which are specifically prepared by or for CONTRACTOR to illustrate some portion of the Work and all illustrations, brochures, standard schedules, performance charts, instructions, diagrams and other information prepared by a Supplier and submitted by CONTRACTOR to illustrate material or equipment for some portion of the Work.
- n. **Substantial Completion:** The Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer as evidenced by Engineer's definitive certificate of Substantial Completion, it is sufficiently complete, in accordance with the Contract Documents, so that the Work (or specified part) can be utilized for the purposes for which it is intended; or if there be no such certificate issued, when final payment is due. The terms "substantially complete" and "substantially completed" as applied to any Work refer to Substantial Completion thereof.
- o. **Underground Facilities:** All pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels or other such facilities or attachments, and any encasements containing such facilities which have been installed underground to furnish any of the following services or materials: electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, sewage and drainage removal, traffic or other control systems or water.

2. INSPECTION OF WORK

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

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

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

3. TESTS

The Project Representative will have the right to require all materials to be submitted to test prior to incorporation in the work. In some instances, it may be expedient to make these tests at the source of supply and for this reason it is requested that the CONTRACTOR furnish the source before incorporating material in the work. This does not in any way obligate the Project Representative to perform tests for acceptance of material and does not relieve the CONTRACTOR of his responsibility to furnish satisfactory material. The CONTRACTOR shall furnish two copies of manufacturer's certificate of compliance with these specifications covering manufactured items incorporated in the work.

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

4. TOOLS, PLANT AND EQUIPMENT

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

5. COLLECTION AND DISPOSAL OF WASTE

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

6. BURNING OF DEBRIS

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

7. TEMPORARY TRAFFIC CONTROL (TTC)

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

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

8. PROTECTION AGAINST POLLUTION

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

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

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

9. TEMPORARY FENCING AND BARRICADES

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

10. WORKMANSHIP, MATERIALS, APPLIANCES, AND EMPLOYEES

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

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

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

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

11. GENERAL QUALITY AND STANDARDS

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

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

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

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

These specifications consider the project as a whole and assume 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, its Project Representative or Engineer of Record, all work has been completed in general

accordance with the plans and specifications and all test reports, inspections, etc. have been completed and delivered to the Engineer. Substantial completion shall also mean that degree of completion which allows the CITY to occupy and use the facilities. When the Engineer deems the work to be "substantially complete" he shall indicate this to the CITY in writing with copies to the CONTRACTOR. The date of contract completion shall be the same date at which the CONTRACTOR is considered substantially complete by the Engineer.

44. ACCEPTANCE OF FINISHED WORK

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

45. FINAL CLEAN UP

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

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

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

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

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

46. TREES

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

47. GUARANTY

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

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

48. INDEMNITY

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

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

49. ASSIGNMENT

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

50. RIGHTS OF VARIOUS INTERESTS

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

51. SEPARATE CONTRACTS

The CITY reserves the right to let other contracts in connection with this work. The CONTRACTOR shall afford other CONTRACTORs reasonable opportunity for the introduction

and storage of their materials and the execution of their work, and shall properly conduct and coordinate his work with theirs.

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

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

52. LANDS FOR WORK

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

53. ACCESS TO RECORDS

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

54. EXECUTION, CORRELATION AND INTENT OF DOCUMENTS

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

It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any Work, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result will be supplied whether or not specifically called for. When words which have a well-known technical or trade meaning are used to describe Work, materials or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the Laws or Regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code or Laws or Regulations in effect at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by

reference in the Contract Documents) shall be effective to change the duties and responsibilities of CITY, CONTRACTOR or Engineer, or any of their consultants, agents or employees from those set forth in the Contract Documents, nor shall it be effective to assign to Engineer, or any of Engineer's consultants, agents or employees, any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of these Supplemental Conditions. Clarifications and interpretations of the Contract Documents shall be issued by Engineer.

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

55. CONTRACTOR'S UNDERSTANDING

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

56. FAMILIARITY WITH LAWS

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

57. SALES TAX

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

58. CLARIFICATIONS AND INTERPRETATIONS OF CONTRACT DOCUMENTS

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

Engineer will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents (in the form of Drawings or otherwise) as Engineer

may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. If CONTRACTOR believes that a written clarification or interpretation justifies an increase in the Contract Price or an extension of the Contract Time then CONTRACTOR shall notify CITY in accordance with the Agreement.

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

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

59. LIMITATIONS ON ENGINEER'S RESPONSIBILITIES

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

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

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

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

60. SAFETY AND PRECAUTION

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

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

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

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

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

Engineer prompt written notice that any significant changes in the Work or variations from the Contract Documents have been caused thereby. If Engineer determines that a change in the

Contract Documents is required because of the action taken in response to an emergency, a Work Directive Change or Change Order will be issued to document the consequences of the changes or variations.

61. RECORD DOCUMENTS

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

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

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

62. PHYSICAL CONDITIONS-UNDERGROUND FACILITIES

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

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

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

"Utilities" refers to the entity having legal ownership of the facility, service connection, irrigation pipe, or traffic signal wiring.

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

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

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

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

63. PHYSICAL CONDITIONS

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

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

64. REVIEW OF APPLICATION FOR PROGRESS PAYMENT

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

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

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

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

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

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

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

65. SUBSTANTIAL COMPLETION

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

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

66. INSPECTIONS, CORRECTION, REMOVAL OF DEFECTIVE WORK

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

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

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

All inspections, tests or approvals other than those required by Laws or Regulations of any public body having jurisdiction shall be performed by organizations acceptable to CITY and CONTRACTOR (or by Engineer if so specified).

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

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

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

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

If the Work is defective, or CONTRACTOR fails to supply sufficient skilled workers or suitable materials or equipment, or fails to furnish or perform the Work in such a way that the completed Work will conform to the Contract Documents, CITY may order CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this

right of CITY to stop the Work shall not give rise to any duty on the part of CITY to exercise this right for the benefit of CONTRACTOR or any other party.

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

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

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

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

Contract Time because of any delay in performance of the Work attributable to the exercise by CITY of CITY's rights and remedies hereunder.

68. ARBITRATION

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

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

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

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

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

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

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

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

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

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

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

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

[End of Supplemental Conditions.]



SOLICITATION TABULATION

IFB 2502201

TITLE: South St. Stormwater Improvement Project

Bid Due Date: August 19, 2025 at 11:00 A.M.

BIDDER'S NAME AND ADDRESS	LUMP SUM BID AMOUNT
Bulldog Sitework, LLC 607 Hwy 466 Lady Lake, FL 32159	\$77,735.22
Cathcart Construction Company-Florida, LLC 1056 Willa Springs Drive Winter Springs, FL 32708	\$169,579.03
CPWG Construction 12625 40 th St. N. Clearwater, FL 33762	\$93,364.28
DB Civil Construction, LLC 4475 US-1 South, Suite 707 St. Augustine, FL 32086	\$169,345.00
Earthscapes Unlimited 1010 N. Warnell Road Coleman, FL 33521	\$353,698.40
Hartman Civil Construction Co., Inc. 9200 SW Hwy 484 Ocala, FL 34481	\$147,166.80

Info:

Document Takers (#): 40. Submittals Received (#): 6.

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.B.3.

Meeting Date: September 22, 2025

From: Cliff Kelsey, (Public Works Director)

Subject: Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Construction Services Agreement with Bulldog Sitework, LLC for the construction of the Lake Robinhood Stormwater Improvement Project; and provide an effective date.

Staff Recommendation:

Staff recommends approval of the resolution authorizing execution of the construction services agreement with Bulldog Sitework, LLC for the Lake Robinhood Stormwater Improvement Project for an amount of \$918,931.61.

Analysis:

The Lake Robinhood Stormwater Improvement Project involves the construction of seven (7) new storm inlets and the installation of stormwater piping designed to efficiently convey street runoff to Lake Robinhood, located behind adjacent residences. Construction will be conducted in accordance with the plans and specifications provided by the City.

Procurement Analysis:

On July 25, 2025, the Procurement Division issued Invitation for Bid 2502301, Lake Robinhood Stormwater Improvement Project. On August 19, 2025, the City received two (2) bids, of which one was deemed non-responsive. Public Works Department staff reviewed the submittals for conformance with the solicitation requirements. Bulldog Sitework, LLC was selected as the most qualified vendor, as shown below.

Bid Tabulation

BIDDER'S NAME	TOTAL BID AMOUNT
BULLDOG SITEWORK, LLC	\$918,931.61
EARTHSCAPES UNLIMITED	NON-RESPONSIVE

Information: Document Takers (#) 48. Submittals Received (#): 2.

Options:

1. Approve award of IFB 2502301 and approval of the resolution authorizing execution of the agreement with Bulldog Sitework, LLC as presented; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

The current Stormwater Capital Projects budget includes funding for this project.

Account No. 014-7099-537-6310

Project No. 140002

WF No. WF1141224

Requisition 57842

Budget \$1,151,690.00

Available \$1,151,690.00

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A
CONSTRUCTION SERVICES AGREEMENT WITH BULLDOG SITEWORK,
LLC FOR THE CONSTRUCTION OF THE LAKE ROBINHOOD
STORMWATER IMPROVEMENT PROJECT; AND PROVIDE AN
EFFECTIVE DATE.**

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

THAT the Mayor and City Clerk are hereby authorized to execute an agreement with Bulldog Sitework, LLC, whose address is 607 Highway 446, Lady Lake, Florida 32159, for Construction Services (IFB 2502301).

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 22nd day of September 2025.

Mayor

ATTEST:

City Clerk

CONTRACT
Contract No. 2502301
LAKE ROBINHOOD STORMWATER IMPROVEMENT PROJECT

THIS AGREEMENT is made as of the 22ND day of September 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 **Bulldog Sitework, LLC** whose address is 607 Highway 466, Lady Lake, FL 32159 (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) 2502201, Lake Robinhood Stormwater Improvement Project; and
- c. CONTRACTOR response to IFB 2502201 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 “**Lake Robinhood Stormwater Improvement Project**” to the CITY as listed in Invitation for Bid 2501901. 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 **\$918,931.61**. 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 EIGHTY (180) 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 ONE THOUSAND, SIX HUNDRED AND EIGHTY-FIVE DOLLARS (**\$1,685**) 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: Bulldog Sitework, LLC
Naiara Petralanda, President
607 Highway 466
Lady Lake, FL 32159
352-267-4664
Naiara@bulldogsitework.com

If to City of Leesburg: 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.

BULLDOG SITEWORK, LLC

By: _____

Printed: NAIARA PETRALANDA

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'



Lake Robinhood Improvement Project

IFB 2502301

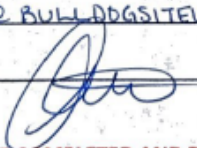
Itemized Price Schedule – Revised 8/11/2025

Item #	Description	Quantity	Unit	Unit Price	Total Price
1	MOBILIZATION	1	LS	4136.00	\$ 4316.00
2	GENERAL CONDITIONS	1	LS	31496.92	\$ 31496.92
3	SURVEY AND AS-BUILTS	1	LS	9425.00	\$ 9425.00
4	TESTING	1	EA	18200.00	\$ 18200.00
5	PAYMENT & PERFORMANCE BOND	1	LS	11089.00	\$ 11089.00
6	TREE REMOVAL	1	LS	3285.65	\$ 3285.65
7	EXISTING PIPE DEMO	1	LS	1543.20	\$ 1543.20
8	CONCRETE CURBING AT NEW INLETS	100	LF	50.47	\$ 5047.00
9	5' SIDEWALK	100	LF	48.04	\$ 4804.00
10	SOD	2,000	SY	17.06	\$ 34120.00
11	CLEANUP	1	LS	5713.66	\$ 5713.66
12	TYPE "V" STORM INLET	7	EA	9184.09	\$ 64288.63
13	15" STORM PIPE	610	LF	576.40	\$ 351604.00
14	24" STORM PIPE	99	LF	687.31	\$ 58143.69
15	CONCRETE END WALL	7	EA	19176.25	\$ 134233.75
16	MAINTENANCE OF TRAFFIC	1	LS	28465.84	\$ 28465.84
				TOTAL	765,776.34
	CONTINGENCY				
	CONTINGENCY @ 20%			TOTAL	153155.27
	GRAND BID TOTAL (In Figures)			\$	918,931.61

NAME OF BUSINESS: BULLDOG SITEWORK LLC

CONTACT PERSON: NAIARA PETRALANDA

EMAIL ADDRESS: NAIARA@BULLDOGSITEWORK.COM

AUTHORIZED SIGNATURE: 

THIS FORM MUST BE COMPLETED AND RETURN WITH THE PROPOSAL BID FORM

Exhibit 'B'

SUPPLEMENTAL CONDITIONS – CONSTRUCTION

1. DEFINITIONS

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

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

Supplemental Conditions (if any), other detailed technical specifications, exhibits and all addenda.

- l. **Defective:** An adjective which when modifying the word Work refers to Work that is unsatisfactory, faulty or deficient, or does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents, or has been damaged prior to Engineer's recommendation of final payment (unless responsibility for the protection thereof has been assumed by CITY at Substantial Completion or CITY has taken beneficial use of completed portions.
- m. **Shop Drawings:** All drawings, diagrams, illustrations, schedules and other data which are specifically prepared by or for CONTRACTOR to illustrate some portion of the Work and all illustrations, brochures, standard schedules, performance charts, instructions, diagrams and other information prepared by a Supplier and submitted by CONTRACTOR to illustrate material or equipment for some portion of the Work.
- n. **Substantial Completion:** The Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer as evidenced by Engineer's definitive certificate of Substantial Completion, it is sufficiently complete, in accordance with the Contract Documents, so that the Work (or specified part) can be utilized for the purposes for which it is intended; or if there be no such certificate issued, when final payment is due. The terms "substantially complete" and "substantially completed" as applied to any Work refer to Substantial Completion thereof.
- o. **Underground Facilities:** All pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels or other such facilities or attachments, and any encasements containing such facilities which have been installed underground to furnish any of the following services or materials: electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, sewage and drainage removal, traffic or other control systems or water.

2. INSPECTION OF WORK

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

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

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

3. TESTS

The Project Representative will have the right to require all materials to be submitted to test prior to incorporation in the work. In some instances, it may be expedient to make these tests at the source of supply and for this reason it is requested that the CONTRACTOR furnish the source before incorporating material in the work. This does not in any way obligate the Project Representative to perform tests for acceptance of material and does not relieve the CONTRACTOR of his responsibility to furnish satisfactory material. The CONTRACTOR shall furnish two copies of manufacturer's certificate of compliance with these specifications covering manufactured items incorporated in the work.

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

4. TOOLS, PLANT AND EQUIPMENT

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

5. COLLECTION AND DISPOSAL OF WASTE

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

6. BURNING OF DEBRIS

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

7. TEMPORARY TRAFFIC CONTROL (TTC)

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

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

8. PROTECTION AGAINST POLLUTION

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

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

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

9. TEMPORARY FENCING AND BARRICADES

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

10. WORKMANSHIP, MATERIALS, APPLIANCES, AND EMPLOYEES

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

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

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

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

11. GENERAL QUALITY AND STANDARDS

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

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

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

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

These specifications consider the project as a whole and assume 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, its Project Representative or Engineer of Record, all work has been completed in general

accordance with the plans and specifications and all test reports, inspections, etc. have been completed and delivered to the Engineer. Substantial completion shall also mean that degree of completion which allows the CITY to occupy and use the facilities. When the Engineer deems the work to be "substantially complete" he shall indicate this to the CITY in writing with copies to the CONTRACTOR. The date of contract completion shall be the same date at which the CONTRACTOR is considered substantially complete by the Engineer.

44. ACCEPTANCE OF FINISHED WORK

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

45. FINAL CLEAN UP

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

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

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

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

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

46. TREES

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

47. GUARANTY

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

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

48. INDEMNITY

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

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

49. ASSIGNMENT

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

50. RIGHTS OF VARIOUS INTERESTS

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

51. SEPARATE CONTRACTS

The CITY reserves the right to let other contracts in connection with this work. The CONTRACTOR shall afford other CONTRACTORs reasonable opportunity for the introduction

and storage of their materials and the execution of their work, and shall properly conduct and coordinate his work with theirs.

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

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

52. LANDS FOR WORK

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

53. ACCESS TO RECORDS

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

54. EXECUTION, CORRELATION AND INTENT OF DOCUMENTS

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

It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any Work, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result will be supplied whether or not specifically called for. When words which have a well-known technical or trade meaning are used to describe Work, materials or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the Laws or Regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code or Laws or Regulations in effect at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by

reference in the Contract Documents) shall be effective to change the duties and responsibilities of CITY, CONTRACTOR or Engineer, or any of their consultants, agents or employees from those set forth in the Contract Documents, nor shall it be effective to assign to Engineer, or any of Engineer's consultants, agents or employees, any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of these Supplemental Conditions. Clarifications and interpretations of the Contract Documents shall be issued by Engineer.

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

55. CONTRACTOR'S UNDERSTANDING

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

56. FAMILIARITY WITH LAWS

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

57. SALES TAX

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

58. CLARIFICATIONS AND INTERPRETATIONS OF CONTRACT DOCUMENTS

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

Engineer will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents (in the form of Drawings or otherwise) as Engineer

may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. If CONTRACTOR believes that a written clarification or interpretation justifies an increase in the Contract Price or an extension of the Contract Time then CONTRACTOR shall notify CITY in accordance with the Agreement.

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

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

59. LIMITATIONS ON ENGINEER'S RESPONSIBILITIES

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

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

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

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

60. SAFETY AND PRECAUTION

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

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

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

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

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

Engineer prompt written notice that any significant changes in the Work or variations from the Contract Documents have been caused thereby. If Engineer determines that a change in the

Contract Documents is required because of the action taken in response to an emergency, a Work Directive Change or Change Order will be issued to document the consequences of the changes or variations.

61. RECORD DOCUMENTS

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

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

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

62. PHYSICAL CONDITIONS-UNDERGROUND FACILITIES

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

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

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

"Utilities" refers to the entity having legal ownership of the facility, service connection, irrigation pipe, or traffic signal wiring.

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

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

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

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

63. PHYSICAL CONDITIONS

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

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

64. REVIEW OF APPLICATION FOR PROGRESS PAYMENT

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

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

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

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

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

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

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

65. SUBSTANTIAL COMPLETION

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

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

66. INSPECTIONS, CORRECTION, REMOVAL OF DEFECTIVE WORK

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

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

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

All inspections, tests or approvals other than those required by Laws or Regulations of any public body having jurisdiction shall be performed by organizations acceptable to CITY and CONTRACTOR (or by Engineer if so specified).

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

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

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

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

If the Work is defective, or CONTRACTOR fails to supply sufficient skilled workers or suitable materials or equipment, or fails to furnish or perform the Work in such a way that the completed Work will conform to the Contract Documents, CITY may order CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this

right of CITY to stop the Work shall not give rise to any duty on the part of CITY to exercise this right for the benefit of CONTRACTOR or any other party.

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

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

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

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

Contract Time because of any delay in performance of the Work attributable to the exercise by CITY of CITY's rights and remedies hereunder.

68. ARBITRATION

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

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

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

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

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

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

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

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

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

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

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

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

[End of Supplemental Conditions.]

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.1.

Meeting Date: September 22, 2025

From: Brad Chase, (Electric Director)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, accepting a Utility Easement to the City of Leesburg from the School Board of Lake County, for the purpose of granting the City an easement over the property described therein; and providing an effective date.

Staff Recommendation:

Staff recommends accepting and approving the Resolution for a Utility Easement from the School Board of Lake County, for the property described therein.

Analysis:

School Board of Lake County is granting a Utility Easement to the City of Leesburg, Florida for the purpose of construction, installation, repair, maintenance, replacement, and improvement of underground or above-ground utilities, including but not limited to water, sewer, reuse water, natural gas, and electricity.

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 TO THE CITY OF LEESBURG FROM THE SCHOOL BOARD OF LAKE COUNTY, FOR THE PURPOSE OF GRANTING THE CITY AN EASEMENT OVER THE PROPERTY DESCRIBED THEREIN; AND PROVIDING AN EFFECTIVE DATE.

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

THAT the Utility Easement granted to the City of Leesburg by the School Board of Lake County for the purpose of granting the City a Utility Easement over, under, upon, across, through and within the real property described in the document, is hereby accepted.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 22nd day of September 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

Parcel I.D.: 14-19-24-0300-00A-00000

UTILITY EASEMENT

THIS PERMANENT UTILITY EASEMENT (“**Easement**”) is hereby granted this 25 day of August, 2025, by the **SCHOOL BOARD OF LAKE COUNTY**, a political subdivision of the State of Florida, whose mailing address is 201 W. Burleigh Blvd., Tavares, Florida 32778 (“**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**”);

WHEREAS, GRANTOR owns fee simple title to a parcel of real property with an address of 1108 Griffin Road, Leesburg, Florida (“**Grantor’s Property**”); and

WHEREAS, GRANTEE desires a perpetual non-exclusive easement for the right of ingress and egress to patrol, inspect, alter, improve, construct, repair, maintain, rebuild, relocate, remove, and provide access and service to utility improvements, including but not limited to water, wastewater, reclaimed water lines, natural gas and electricity and related facilities (the “**Facilities**”), under, upon, across, through and within the following described lands in Lake County, Florida, and referred to hereinafter as the “**Easement Area**” to wit:

SEE THE SKETCH OF DESCRIPTION ATTACHED HERETO AS EXHIBIT “A”.

NOW, THEREFORE, in consideration of the covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, GRANTOR and GRANTEE hereby agree that this Easement and Easement Area conveyed herein, is granted upon the following terms, conditions, covenants and agreements:

1. **RECITALS.** The foregoing recitals are true and correct in each and every respect and are incorporated herein by this reference.

2. **GRANT OF EASEMENT.** GRANTOR hereby grants GRANTEE, its employees, agents and contractors a perpetual non-exclusive easement over and across the Easement Area to patrol, inspect, alter, improve, construct, repair, maintain, rebuild, relocate, remove and provide access and service to the Facilities. 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 trim, cut down, and remove from the Easement Area, at any time or times and using safe and generally accepted arboricultural practices, trees, limbs, undergrowth, other vegetation, and obstructions, 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 reasonably necessary in time and scope to the proper use and enjoyment of any right granted herein. The Easement Area shall be used in common with all of the owners, tenants, subtenants, successors and assigns from time to time of Grantor's Property in any manner not inconsistent with this Easement; however, the location, alignment, and placement of the Facilities within the Easement Area shall be determined and controlled by GRANTEE, in its sole discretion, to ensure safe, efficient, and continuous use of the Easement for the intended purpose. Grantor hereby represents and warrants that it owns the Grantor's Property in fee simple and has full right and lawful authority to grant this Easement.

3. **USE.** 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 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. 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.

4. **ACCESS.** If applicable, vendors, individuals, or entities under contract with GRANTEE who are permitted access on school grounds when students are present must comply with Section 1012.465, Florida Statutes and must meet Level 2 screening as described in Section 1012.32, Florida Statutes or otherwise must be escorted by an agent or employee of GRANTOR. A district badge must be obtained if accessing school grounds when students are present. Notwithstanding the foregoing, GRANTEE shall be solely responsible to ensuring that all its employees, agents, contractors, or entities under contract with GRANTEE, pursuant to this Easement, comply with any and all screening requirements.

5. **TERMS AND RESTRICTIONS.** The following shall apply to this Easement as appropriate:

(a) All work performed by GRANTEE within the Easement Area must be performed in a good, workmanlike and lien-free manner by contractors duly licensed in Florida to perform such work, and GRANTEE covenants and agrees to comply with any and all applicable laws, ordinances, regulations and rules of governmental authorities and agencies having jurisdiction over the same. GRANTOR shall have the right, but not the obligation, to conduct observations during construction to ensure the work is being performed in accordance with all applicable laws and regulations.

(b) GRANTEE shall procure and maintain, at its sole cost and expense, public liability and property damage insurance for the Easement Area, with a company licensed to do business in the State of Florida, which shall insure any and all claims for personal

injury, death or property damage occurring in or upon the Easement Area. Within fourteen (14) days of a request by GRANTOR, GRANTEE shall furnish GRANTOR with evidence of such insurance, in the form of a certificate of insurance.

(c) GRANTEE must keep the Easement Area and Grantor's Property free and clear of any and all liens and encumbrances arising by or through the acts or omissions of GRANTEE.

(d) GRANTOR shall have the right to enter upon the Easement Area, but GRANTOR is prohibited from taking any action that would adversely affect GRANTEE's use of the Easement Area or the rights granted herein. GRANTOR reserves the right to use the Easement Area for any and all uses and purposes which do not unreasonably interfere with the grant of this Easement.

(e) The Easement Area must be used in a reasonable manner by GRANTEE and must not be used by GRANTEE in such a way which would unreasonably restrict ingress and egress to, or activities on, Grantor's Property or create a nuisance. Any work performed by GRANTEE within the Easement Area must not unreasonably disturb GRANTOR's use of the remainder of Grantor's Property nor damage any improvements on the remainder of Grantor's Property.

(f) GRANTEE, at its sole cost and expense, shall be responsible for maintaining, repairing and replacing the Facilities and shall keep same in a state of good repair, in clean and neat condition, and in compliance with all applicable laws, regulations, permits and licenses.

(g) GRANTEE must not allow any hazardous wastes or hazardous materials or substances to flow into the Easement Area in violation of applicable laws, and, to the extent that this provision is violated, GRANTEE shall be fully responsible for any clean-up together with any and all costs, expenses and damages which might be suffered by GRANTOR as a result of any such contamination.

(h) GRANTEE shall promptly repair any damage to the Easement Area, or any other portion of Grantor's Property, caused by GRANTEE exercising its Easement. In the event that GRANTEE or its employees, agents or contractors cause damage to the Easement Area in the exercise of the Easement rights (including, but not limited to, damaging pavement, causing ruts and/or tearing up grass), GRANTEE agrees to promptly restore the Easement Area so damaged to its original condition and grade.

6. **INDEMNIFICATION.** To the extent allowed by law, GRANTEE shall indemnify the GRANTOR, and all of its officers, agents, and employees from any third-party claim, loss, damages, cost, charge, or expense arising out of any act, error, omission, or negligent act by GRANTEE, its agents or employees, during the performance of this Easement. Notwithstanding the foregoing, nothing in this Easement shall be deemed or construed in any manner as a waiver of any privilege, immunity, limits of liability or other protections which are provided and available to the GRANTOR or GRANTEE under the doctrine of sovereign immunity or the limitations of liability as provided by Section 768.28, Florida Statutes, and nothing in this Easement shall inure to the benefit of any third-party for the purpose of allowing any claim which would otherwise be

barred under the doctrine of sovereign immunity or by operation of law. The foregoing indemnification obligations expressly survive any termination of this Easement.

7. **CONSTRUCTION.** The rule of strict construction shall not apply to the easement rights granted by this Easement. The easement rights granted by this Easement shall be given a reasonable construction and shall be deemed to incorporate and contain such other reasonable terms and provisions as are necessary to carry out the intent of the Parties as set forth in this Easement. No provision of this Easement shall be construed or interpreted to the disadvantage of any party by any court or other governmental or judicial authority or arbitrator by reason of either party being deemed to have structured, drafted or specified such provision.

8. **ENFORCEMENT.** In the event of a default by either party or their successors or assigns under this Easement, the non-defaulting party shall deliver to the defaulting party written notice specifying the default, and the defaulting party shall have thirty (30) days to remedy the same, failing which the non-defaulting party shall be entitled to seek damages, specific performance, injunctive relief, and any other legal or equitable remedy on account of such default.

9. **RESERVATION OF RIGHTS.** GRANTOR hereby reserves unto itself, its successors and assigns, the right to use the Easement Area for any lawful purpose, whatsoever, which does not prevent GRANTEE from exercising the rights granted in this Easement or adversely affect GRANTEE's use and enjoyment of the Easement Area.

10. **"AS-IS".** The Easement is granted in its "AS IS" condition and without any warranty or representation, express or implied, by GRANTOR as to the condition or suitability of same for GRANTEE's purposes or otherwise.

11. **USE OF TERMS.** The terms "GRANTOR" and "GRANTEE" shall be deemed to include the singular and the plural, and the masculine, feminine, and neuter gender, as applicable.

12. **NO THIRD-PARTY BENEFICIARIES; NO PUBLIC DEDICATION.** This Easement is for the benefit of the parties hereto only, and no third party shall be deemed a beneficiary of the terms of this Easement, unless specifically provided for herein. No person or entity shall be deemed a beneficiary of the terms of this Easement, unless specifically provided for herein. This Easement shall not constitute a dedication to the public, and no person or entity shall have any rights or entitlements pursuant to the terms of this Easement, including, without limitation, the right to utilize the Easement Area, except as specifically set forth herein.

13. **AMENDMENTS AND WAIVERS.** This Easement shall not be amended, modified, altered, or changed in any respect whatsoever, except by a further agreement in writing duly executed by the parties and recorded in the Public Records of Lake County or by court order. No delay or omission of any party in the exercise of any right accruing upon any default of any Party shall impair such right or be construed to be a waiver thereof, and every such right may be exercised at any time during the continuance of such default. A waiver by any party of a breach of, or a default in, any of the terms and conditions of this Easement by any other party shall not be construed to be a waiver of any subsequent breach of or default in the same or any other provision of this Easement.

14. **MISCELLANEOUS.** This Easement contains the entire understanding of the parties with respect to the matters set forth herein and no other agreement, oral or written, not set forth herein, nor any course of dealings of the parties, shall be deemed to alter or affect the terms and conditions set forth herein. If any provision of this Easement, or portion thereof, or the application thereof to any person or circumstances, shall, to the extent be held invalid, inoperative or unenforceable, the remainder of this Easement, or the application of such provision or portion thereof to any other persons or circumstances, shall not be affected thereby; it shall not be deemed that any such invalid provision affects the consideration for this Easement; and each provision of this Easement shall be valid and enforceable to the fullest extent permitted by law. This Easement shall be construed in accordance with the laws of the State of Florida. The section headings in this Easement are for convenience only, shall in no way define or limit the scope or content of this Easement, and shall not be considered in any construction or interpretation of this Easement or any part hereof. Where the sense of this Easement requires, any reference to a term in the singular shall be deemed to include the plural of said term, and any reference to a term in the plural shall be deemed to include the singular of said term. Nothing in this Easement shall be construed to make the Parties hereto partners or joint ventures or render either of said Parties liable for the debts or obligations of the other. This Easement may be executed in counterparts, each of which shall constitute an original, but all taken together shall constitute one and the same Agreement. Venue for any dispute arising under this Easement shall lie exclusively in the courts located in Lake County, Florida.

(signature blocks on following pages)

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

WITNESSES:

Sign Name: Cynthia Monteith
Print Name: Cynthia Monteith
Address: 201 W. Burleigh Blvd.
Tavares, FL 32778

Sign Name: Jessica Marshall
Print Name: Jessica Marshall
Address: 201 W. Burleigh Blvd.
Tavares, FL 32778

GRANTOR:

THE SCHOOL BOARD OF LAKE COUNTY,
FLORIDA

By: Tyler Brandeburg
Print Name: Tyler Brandeburg
As Its: Chair

Date: 8-25-2025

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 25 day of August, 2025, by Tyler Brandeburg, as Chairman of THE SCHOOL BOARD OF LAKE COUNTY, a political subdivision of the State of Florida, who is ☒ personally known to me or ☐ who produced the following identification:



My Commission Number:
My Expiration Date:

Natalie A. Challenger
Notary Public Signature
Natalie A. Challenger
Notary Public Name

(seal)

[SIGNATURE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Grantee has executed this Easement on the day and year first written above.

WITNESSES:

Sign Name: _____

Print Name: _____

Address: _____

Sign Name: _____

Print Name: _____

Address: _____

GRANTEE:

THE CITY OF LEESBURG, FLORIDA, a
Florida Municipal corporation

By: _____

Print Name:

As Its:

Date: _____

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 2025, by _____, _____, of THE CITY OF LEESBURG, FLORIDA, a Florida Municipal corporation. He/She is personally known to me or has produced _____ as identification.

By: _____

Notary Public, State of Florida at Large

Print Name: _____

Commission No.: _____

My Commission Expires: _____

SKETCH OF DESCRIPTION
(SEE PAGE 2 FOR SKETCH)

SHEET 1 OF 2

Exhibit "A"

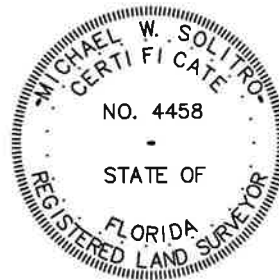
A PORTION OF SECTION 14, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 14, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; THENCE SOUTH 89° 15' 07" EAST, ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SECTION 14, TOWNSHIP 19 SOUTH, RANGE 24 EAST, A DISTANCE OF 927.00 FEET TO A POINT ON THE EAST LINE OF THE WEST 927.00 FEET OF THE SOUTHWEST 1/4 OF SAID SECTION 14, TOWNSHIP 19 SOUTH, RANGE 24 EAST; THENCE NORTH 00° 44' 53" EAST, ALONG SAID THE EAST LINE OF THE WEST 927.00 FEET OF THE SOUTHWEST 1/4 OF SAID SECTION 14, A DISTANCE OF 636.41 FEET TO A POINT BEING THE INTERSECTION OF SAID THE EAST LINE OF THE WEST 927.00 FEET OF THE SOUTHWEST 1/4 OF SAID SECTION 14 AND THE SOUTH RIGHT OF WAY LINE OF NORTH SHORE DRIVE AND THE POINT OF BEGINNING; THENCE SOUTH 73° 54' 25" EAST ALONG SAID SOUTH RIGHT OF WAY LINE OF NORTH SHORE DRIVE, A DISTANCE OF 10.37 FEET; THENCE DEPARTING SAID SOUTH RIGHT OF WAY LINE OF NORTH SHORE DRIVE SOUTH 00° 44' 53" WEST, A DISTANCE OF 351.30 FEET; THENCE SOUTH 89° 15' 07" EAST, A DISTANCE OF 226.60 FEET; THENCE SOUTH 00° 46' 05" WEST, A DISTANCE OF 269.34 FEET; THENCE SOUTH 89° 13' 55" EAST, A DISTANCE OF 45.45 FEET; THENCE SOUTH 00° 46' 05" WEST, A DISTANCE OF 10.00 FEET; THENCE NORTH 89° 13' 55" WEST, A DISTANCE OF 55.45 FEET; THENCE NORTH 00° 46' 05" EAST, A DISTANCE OF 269.33 FEET; THENCE NORTH 89° 15' 07" WEST, A DISTANCE OF 226.60 FEET, TO A POINT ON SAID THE EAST LINE OF THE WEST 927.00 FEET OF THE SOUTHWEST 1/4 OF SECTION 14, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; THENCE NORTH 00° 44' 53" EAST, A DISTANCE OF 364.05 FEET, ALONG SAID EAST LINE, TO THE POINT OF BEGINNING.

CONTAINING 9,041 SQUARE FEET OR 0.208 ACRES, MORE OR LESS.

SURVEYOR NOTES:

1. BEARINGS ARE BASED ON FLORIDA WEST STATE PLANE COORDINATES PER FDOT RTK GPS NETWORK OBSERVATION.
2. THIS IS NOT A BOUNDARY SURVEY.
3. THIS SURVEY HAS BEEN ELECTRONICALLY SIGNED AND SEALED BY MICHAEL W. SOLITRO, LS4458 ON THE DATE AND TIME SHOWN, USING A DIGITAL SIGNATURE. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED UNLESS THE DIGITAL SIGNATURE IS VERIFIED ON THE ELECTRONIC COPIES, THE FIELD DATE SHOWN ON THE SURVEY IS THE IS THE PRIMARY DATE OF THE SURVEY, IF THE ELECTRONIC SIGNATURE IS MORE RECENT, IT IS NOT TO BE USED AS THE DATE OF THE SURVEY.
4. THIS SKETCH MEETS THE REQUIREMENTS UNDER CHAPTER 5J-17.052, FLORIDA STATUTES FOR A SKETCH OF DESCRIPTION.



MICHAEL W. SOLITRO, PSM #4458
FOR THE FIRM OF
REPUBLIC NATIONAL #LB 6300

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA PROFESSIONAL LAND SURVEYOR. ADDITIONS AND DELETIONS TO SURVEY MAPS, SKETCHES, OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.

JOB NUMBER: 240240 DATE: 06/25/2025

SCALE: 1"=100'

DRAWN BY: DMD

APPROVED BY: MWS

DATE	REVISION HISTORY

REPUBLIC NATIONAL

480 NEEDLES TRAIL

LONGWOOD, FLORIDA 32779

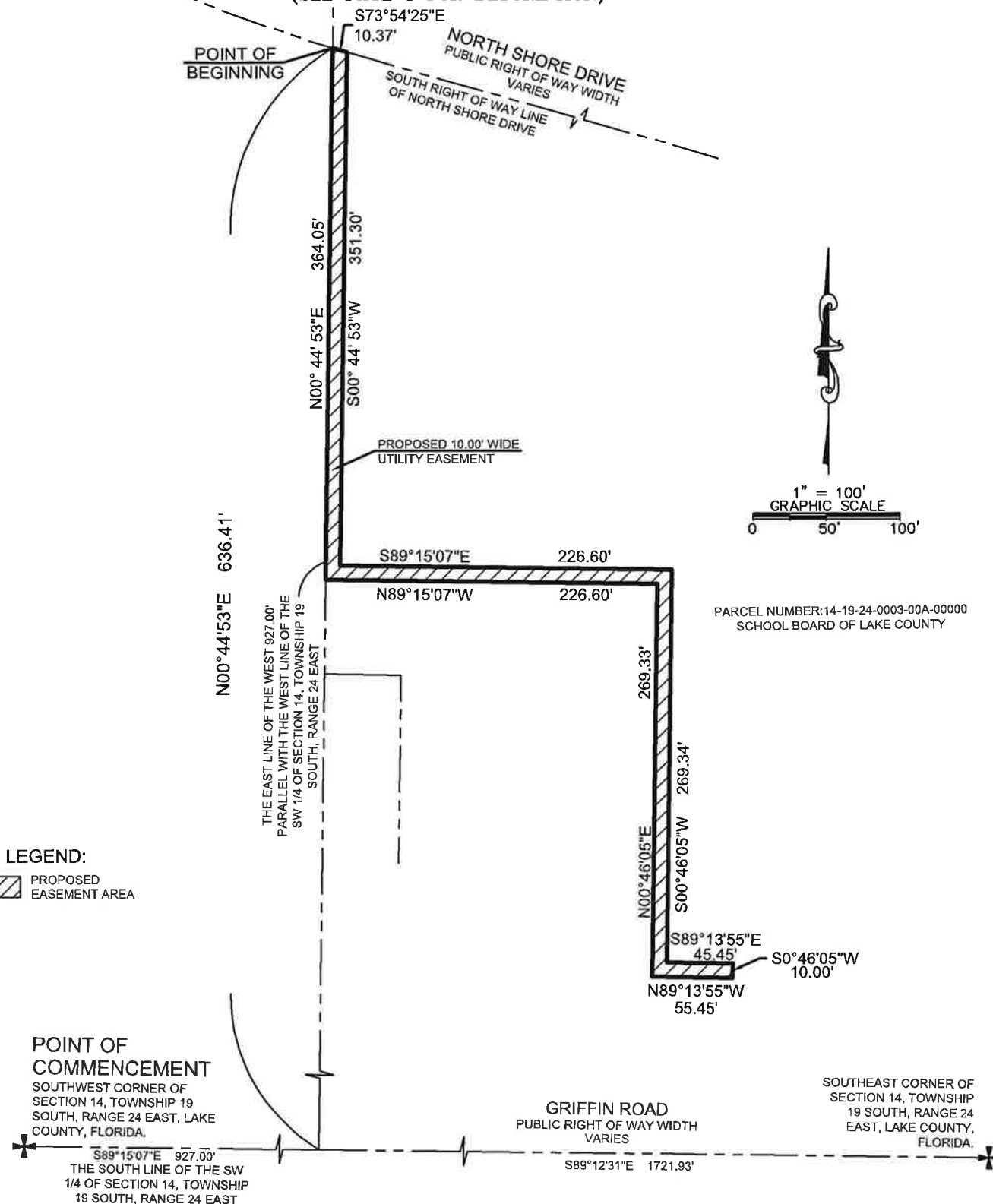
PHONE: (407) 862-4200

● RNSURVEYS @REPUBLICNATIONAL.NET ●

FAX: (407) 862-6229

SKETCH OF DESCRIPTION (SEE PAGE 1 FOR DESCRIPTION)

SHEET 2 OF 2



JOB NUMBER: 240240 DATE 06/25/2025	
SCALE: 1"=100'	
DRAWN BY: DMD	
APPROVED BY: MWS	
DATE	REVISION HISTORY

REPUBLIC NATIONAL

480 NEEDLES TRAIL
LONGWOOD, FLORIDA 32779

PHONE: (407) 862-4200 • RNSURVEYS @ REPUBLICNATIONAL.NET • FAX: (407) 862-6229

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.2.

Meeting Date: September 22, 2025

From: Brad Chase, (Electric Director)

Subject: Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute an Electric Service Agreement between the City of Leesburg and Bravo Investments of Florida, LLC., regarding electric service to a development known as the Marshall Drive Project; and providing an effective date.

Staff Recommendation:

Staff recommends accepting and approving the resolution authorizing the Mayor and City Clerk to execute an electric service agreement between the City of Leesburg and Bravo Investments of Florida, LLC.

Analysis:

The City of Leesburg will provide electric service to Bravo Investments of Florida, LLC., for the development known as the Marshall Drive Project. The development will consist of 8 metered units; there are no developer's costs for make-ready work. The City has received a check from Bravo Investments of Florida, LLC for the amount of \$14,472.00 in CIAC funds for the line extension and a bond in the amount of \$29,808.00 which will be credited within 4 years from the date of the agreement on a per-unit basis as the homes are built.

Procurement Analysis:

N/A

Options:

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

Fiscal Impact:

N/A

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE
AN ELECTRIC SERVICE AGREEMENT BETWEEN THE CITY OF
LEESBURG AND BRAVO INVESTMENTS OF FLORIDA, LLC., REGARDING
ELECTRIC SERVICE TO A DEVELOPMENT KNOWN AS THE MARSHALL
DRIVE PROJECT; 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 electric agreement between the City of Leesburg and Bravo Investments of Florida, LLC., regarding providing electric service for the development known as the Marshall Drive Project.

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 22nd day of September 2025.

Mayor

ATTEST:

City Clerk

ELECTRIC SERVICE AGREEMENT

THIS ELECTRICAL SERVICE AGREEMENT ("Agreement") is made and entered into this 25th day of August, 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, ("City"), and Bravo Investments of Florida, LLC, a Florida profit corporation ("Owner") located at 600 Westlake Circle, Longwood, Florida 32750, sometimes collectively referred to as "Party" or "Parties".

WITNESSETH:

WHEREAS, Owner is the current property owner of the following real property located in Leesburg, Florida. (the "Property"):

See Exhibit "A" attached hereto

Parcel Identification Number(s): 3951974, 3951975, 3951976, 3951977, 3951978, 1289629, 3951979, 2874325

WHEREAS, development of the Property has been authorized in accordance with the master plan on file with the City of Leesburg, Florida, for "Marshall Drive Project" (the "Development"); and

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

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

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

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

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

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

1. The City shall, subject to the provisions of this Agreement, supply and install electric distribution lines, which shall include the installation of the primary and secondary facilities, including transformers needed to serve the Development. A map of the Development is attached hereto as **Exhibit "B"** and by reference is made a part hereof.

2. The Development will have 8 residential lots. There will be 0 lift station electric service. There will be a total of 8 electric meters in the Project.
3. Underground Residential Distribution system-The City has created an estimate for an underground distribution design with the Owner's contractors installing the conduit per City requirements. The estimated cost is \$29,808.00. The Owner will be installing the conduit, secondary boxes, and transformer pads per the City requirements and material provided by the City. The City has created an estimate for overhead electric distribution construction. The estimated overhead (OH) cost is \$46,934.00. The Owner is obligated to pay the cost difference between the underground electric distribution design and the overhead electric distribution design, if any.
4. Line Extension- This Project requires a line extension under North Shore Drive. This estimate is \$21,825.00
5. Estimated Project Revenues-The City has estimated the 4-year projected revenue for this development to be \$36,161.00. The total cost of the project (estimated Overhead costs plus the Line Extension costs) is \$51,633.00. The difference between the estimated revenue and the cost of the project is \$15,472.00.00. The projected revenue is less than the cost of the subdivision plus the line extension, the owner will owe \$15,472.
6. "Make Ready Work"-This Project does not require any "Make Ready Work".
7. The Owner has not requested the installation of rental lights This Project does not require any additional conduit installation for lights.
8. The Owner shall provide the City with a check in the amount of the following:
 - a. The cost difference between Overhead and Underground Distribution. \$ 0.00
 - b. The estimated 4 year revenue shortage
(OH Costs Plus Line Extension minus revenue). \$15,472.00
 - c. The Estimated cost of the Make Ready Work. \$ 0.00
 - d. The Estimated cost of light conduit installation. \$ 0.00
 - e. The design fee credit paid at the pre-design meeting. \$-1,000.00
 - f. **Total amount CIAC due.** **\$14,472.00**

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

9. The City has estimated the pricing described herein to the best of its ability. If the cost to install the underground distribution, Make Ready Work or line extension exceeds the estimated costs as outlined in Section 3 and Section 7a through 7d of this Agreement, the Owner will be responsible for the difference in the actual cost and the estimated costs. Likewise, if the actual costs are less than estimated costs as outlined in Section 3 and Section 7a through 7d of this Agreement, the City will reimburse the Owner. This adjustment will take place within ninety (90) days of the Project being completed by the City. Notifications will be sent to the Owner.
10. The Owner will provide a bond in the amount of \$29,808.00, the reimbursable cost of the overhead distribution design made out to the City of Leesburg within 14 days of approval of this Agreement by the City Commission. The Owner will be credited at a rate of \$3,726.00 per meter, as each meter is set and accumulates 1,850 kWh energy use within the four (4)-year period described below.

11. The Owner has four (4) years from the date of this signed Agreement in which to complete the build-out of the Development. Build-out is the completion of 8 homes and 0 additional services for a total of 8 meters. Each meter must reach 1,850 kwh and be in the homeowner, Utility provider or the HOA's account. Any Owner funds not reimbursed at the end of the four (4)-year term will be forfeited to the City. Upon petition submitted to the City Clerk by the Owner, not later than sixty (60) days prior to the expiration of the four (4)-year deadline to draw on the bond, establishing to the satisfaction of the City Commission, in its discretion, that conditions beyond the control of the Owner, delayed the requirements for reimbursement, the City Commission may extend the deadline for up to, but not more than, two (2) additional years, or such shorter time as the City Commission deems appropriate.
12. The City shall connect, when requested, individual residential services to each home within the Development at an additional cost. The home builder shall install all underground electric services from the meter can to the City designated Point of service. The home builder shall install the service to meet the City's current requirements of service installation. The City shall ensure that such service is provided at the same rates and on the same terms as those provided to other electric customers of the City within a comparable service area. The Parties understand that any and all service connections, meter charges and impact fees shall be paid by the residential customers at the time service is installed to the home.
13. The Owner will be responsible for the installation of non-residential service(s) to the point of service determined by the City of Leesburg, Florida.
14. The Owner shall grant to the City all easements needed to install, operate, maintain, repair and replace the electric distribution infrastructure on the Property, including minimum five-foot (5') side lot easements and ten feet (10') along all roadways, and shall dedicate or otherwise convey those easements to the perpetual use of the City and its successors in interest for the purpose of installing, operating, maintaining, repairing and replacing the electric distribution system.
15. The City of Leesburg's Electric Department requires that all areas to be at or near final grade before installation of any electric utilities. All property corners and lot lines shall be staked prior to installation. Staking shall also include final grade. Additional surveying by the Owner may be required for the installation of the electric distribution. The Owner's contractors will maintain proper clearances from all electric facilities. All road crossings will be installed prior to stabilized base. Any crossings not installed prior to this, will be installed by directional bore and the Owner shall bear the total cost. These and any other additional costs shall be paid before the electric distribution facilities are energized.
16. Owner agrees to pay any and all reasonable cost that City incurs in the collection of any unpaid reimbursement fees from Owner, including reasonable attorney's fees and court costs and any attorney fees and costs for appellate proceedings, efforts to collect any judgement entered in favor of the City of Leesburg, Florida, and in any proceedings in receivership, bankruptcy or insolvency.
17. If the Owner fails to pay the funds required under this Agreement or otherwise defaults under the terms of this Agreement, the City is not obligated to install the electric distribution infrastructure in the Development, may discontinue installation and may terminate this Agreement.

18. The Parties agree that the laws of the State of Florida shall govern the validity of this Agreement, its interpretation and performance, and any other claims related to it. The Parties agree that in the event of any litigation arising out of or otherwise related to this Agreement, venue shall lie only in the state court of competent jurisdiction in Lake County, Florida.
19. The Parties understand and agree that this Agreement sets forth the entire understanding between the Parties and supersedes and takes precedence over any and all prior negotiations, representations and agreements, oral or written; all of which are deemed to have merged into this Agreement and to have been extinguished thereby, except to the extent they are specifically set forth herein. Each Party warrants, for the benefit and reliance of the other, that it has not entered into this Agreement in reliance on or on the basis of any promise, undertaking, representation or agreement of the other Party, except as specifically set forth within the four corners of this instrument; and the Parties mutually waive and disclaim any and all rights, remedies and causes of action which may otherwise exist, based wholly or partly on any such promise, undertaking, representation or agreement of the other Party, except as specifically set forth with the four corners of this Agreement.
20. This Agreement may be assigned to any successor of the Owner, but only with prior, written consent from the City, which shall not be unreasonably withheld. However, this Agreement may not be partially assigned, or assigned separately from title to all remaining lots not yet transferred to third parties intending to use the lot for personal residential purposes.
21. The Parties understand and agree that this Agreement may not be amended orally, by implication, by course of conduct, or in any manner other than by way of a written instrument approved by the Leesburg City Commission and duly executed by both Parties hereto.
22. This Agreement is binding on and shall inure to the benefit of the Parties hereto and their respective heirs, successors, and assigns.

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

CITY OF LEESBURG

BY: _____
Alan Reisman, Mayor

ATTEST:

City Clerk

Approved as to form and content:

City Attorney

OWNER: Bravo Investments of Florida, LLC.

BY: RG _____
Printed Name: Reynaldo Sanchez

Title: Manager

Exhibit A

Marshall Drive Project Legal Description:

Lot 1-A portion of the North 1/2 of the Southwest 1/4 of the Southwest 1/4 of Section 14, Township 19 South, Range 24 East, also being Lot 1 of the unrecorded plat of Marshall Drive Minor Subdivision, lying in Lake County Florida, more particularly described as being: Commence 780 feet East and 520 feet North of the Southwest corner of Section 14, Township 19 South, Range 24 East, also being a point on the Easterly right of way line of Marshall Drive, a 50 foot right of way; thence run North 00°37'57" East along said Easterly right of way line 385.16 feet to the Point of Beginning. thence continue North 00°37'57" East along said Easterly right of way line 97.33 feet; thence run South 69°51'18" East along the Southerly right of way line of North Shore Drive, a 40 foot right of way 154.37 feet; thence run South 00°30'17" West 45.85 feet; thence run North 89°20'06" West 145.61 feet to the Point of Beginning. Containing 10419.35 Sq. Ft. or 0.24 Acres±

Lot 2-A portion of the North 1/2 of the Southwest 1/4 of the Southwest 1/4 of Section 14, Township 19 South, Range 24 East, also being Lot 2 of the unrecorded plat of Marshall Drive Minor Subdivision, lying in Lake County Florida, more particularly described as being: Commence 780 feet East and 520 feet North of the Southwest corner of Section 14, Township 19 South, Range 24 East, also being a point on the Easterly right of way line of Marshall Drive, a 50 foot right of way; thence run North 00°37'57" East along said Easterly right of way line 330.15 feet to the Point of Beginning. thence continue North 00°37'57" East along said Easterly right of way line 55.00 feet; thence run South 89°20'06" East 145.61 feet; thence run South 00°30'17" West 55.00 feet; thence run North 89°20'06" West 145.73 feet to the Point of Beginning.

Containing 8011.72 Sq. Ft. or 0.18 Acres±

Lot 3-A portion of the North 1/2 of the Southwest 1/4 of the Southwest 1/4 of Section 14, Township 19 South, Range 24 East, also being Lot 3 of the unrecorded plat of Marshall Drive Minor Subdivision, lying in Lake County Florida, more particularly described as being: Commence 780 feet East and 520 feet North of the Southwest corner of Section 14, Township 19 South, Range 24 East, also being a point on the Easterly right of way line of Marshall Drive, a 50 foot right of way; thence run North 00°37'57" East along said Easterly right of way line 275.15 feet to the Point of Beginning. thence continue North 00°37'57" East along said Easterly right of way line 55.00 feet; thence run South 89°20'06" East 145.73 feet; thence run South 00°30'17" West 55.00 feet; thence run North 89°20'06" West 145.85 feet to the Point of Beginning.

Containing 8018.47 Sq. Ft. or 0.18 Acres±

Lot 4-A portion of the North 1/2 of the Southwest 1/4 of the Southwest 1/4 of Section 14, Township 19 South, Range 24 East, also being Lot 4 of the unrecorded plat of Marshall Drive Minor Subdivision, lying in Lake County Florida, more particularly described as being: Commence 780 feet East and 520 feet North of the Southwest corner of Section 14, Township 19 South, Range 24 East, also being a point on the Easterly right of way line of Marshall Drive, a 50 foot right of way; thence run North 00°37'57" East along said Easterly right of way line 220.15 feet to the Point of Beginning. thence continue North 00°37'57" East along said Easterly right of way line 55.00 feet; thence run South 89°20'06" East

145.85 feet; thence run South 00°30'17" West 55.00 feet; thence run North 89°20'06" West 145.97 feet to the Point of Beginning.

Containing 8025.22 Sq. Ft. or 0.18 Acres±

Lot 5-A portion of the North 1/2 of the Southwest 1/4 of the Southwest 1/4 of Section 14, Township 19 South, Range 24 East, also being Lot 5 of the unrecorded plat of Marshall Drive Minor Subdivision, lying in Lake County Florida, more particularly described as being: Commence 780 feet East and 520 feet North of the Southwest corner of Section 14, Township 19 South, Range 24 East, also being a point on the Easterly right of way line of Marshall Drive, a 50 foot right of way; thence run North 00°37'57" East along said Easterly right of way line 165.15 feet to the Point of Beginning. thence continue North 00°37'57" East along said Easterly right of way line 55.00 feet; thence run South 89°20'06" East 145.97 feet; thence run South 00°30'17" West 55.00 feet; thence run North 89°20'06" West 146.10 feet to the Point of Beginning.

Containing 8031.97 Sq. Ft. or 0.18 Acres±

Lot 6-A portion of the North 1/2 of the Southwest 1/4 of the Southwest 1/4 of Section 14, Township 19 South, Range 24 East, also being Lot 6 of the unrecorded plat of Marshall Drive Minor Subdivision, lying in Lake County Florida, more particularly described as being: Commence 780 feet East and 520 feet North of the Southwest corner of Section 14, Township 19 South, Range 24 East, also being a point on the Easterly right of way line of Marshall Drive, a 50 foot right of way; thence run North 00°37'57" East along said Easterly right of way line 110.15 feet to the Point of Beginning. thence continue North 00°37'57" East along said Easterly right of way line 55.00 feet; thence run South 89°20'06" East 146.10 feet; thence run South 00°30'17" West 55.00 feet; thence run North 89°20'06" West 146.22 feet to the Point of Beginning.

Containing 8038.72 Sq. Ft. or 0.18 Acres±

Lot 7-A portion of the North 1/2 of the Southwest 1/4 of the Southwest 1/4 of Section 14, Township 19 South, Range 24 East, also being Lot 7 of the unrecorded plat of Marshall Drive Minor Subdivision, lying in Lake County Florida, more particularly described as being: Commence 780 feet East and 520 feet North of the Southwest corner of Section 14, Township 19 South, Range 24 East, also being a point on the Easterly right of way line of Marshall Drive, a 50 foot right of way; thence run North 00°37'57" East along said Easterly right of way line 55.15 feet to the Point of Beginning. thence continue North 00°37'57" East along said Easterly right of way line 55.00 feet; thence run South 89°20'06" East 146.22 feet; thence run South 00°30'17" West 55.00 feet; thence run North 89°20'06" West 146.34 feet to the Point of Beginning.

Containing 8045.47 Sq. Ft. or 0.18 Acres±

Lot 8-A portion of the North 1/2 of the Southwest 1/4 of the Southwest 1/4 of Section 14, Township 19 South, Range 24 East, also being Lot 8 of the unrecorded plat of Marshall Drive Minor Subdivision, lying in Lake County Florida, more particularly described as being: Beginning 780 feet East and 520 feet North of the Southwest corner of Section 14, Township 19 South, Range 24 East, also being a point on the Easterly right of way line of Marshall Drive, a 50 foot right of way; thence run North 00°37'57" East along said Easterly right of way line 55.15 feet; thence run South 89°20'06" East 146.34 feet; thence run South 00°30'17" West 54.71 feet; thence run North 89°30'33" West 146.47 feet to the Point of Beginning.

Containing 8042.29 Sq. Ft. or 0.18 Acres±



WF1627813

Printed on: 3/19/2025

Job Description:

Marshall Drive Subdivision

Comments:

Marshall Dr Subdivision

Customer:

GI/Custom Homes

Work Site:

Marshall Drive and North Shore

Feeder, Substation, and Cross Street:

L701/Piccola//

- INSTALL
- REMOVE
- REPLACE
- TRANSFER

DOT PERMIT#: None

COUNTY PERMIT#: None

Soc Positive Response # 800-852-8057

Leesburg Operations # 352-728-8830

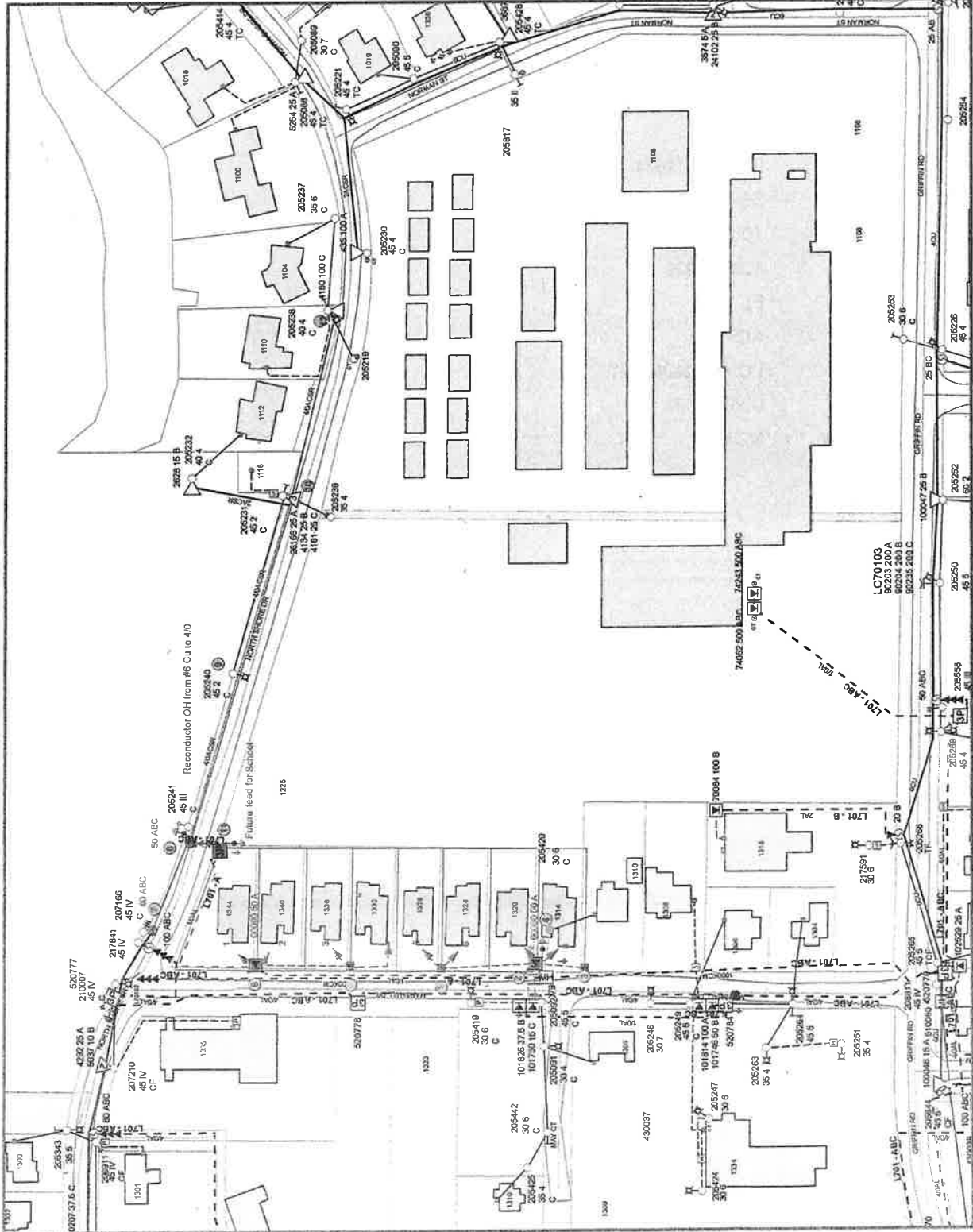
Soc #

Start Date: Update By:

Soc #

Start Date: Update By:

Engineer: Steve





[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Limited Liability Company

BRAVO INVESTMENTS OF FLORIDA, LLC

Filing Information

Document Number	L20000311824
FEI/EIN Number	86-1612847
Date Filed	10/02/2020
Effective Date	10/02/2020
State	FL
Status	ACTIVE
Last Event	LC AMENDMENT
Event Date Filed	06/26/2023
Event Effective Date	NONE

Principal Address

600 W LAKE CIRCLE
LONGWOOD, FL 32750

Changed: 03/31/2022

Mailing Address

600 W LAKE CIRCLE
LONGWOOD, FL 32750

Changed: 04/23/2025

Registered Agent Name & Address

REYNALDO SANCHEZ
600 W LAKE CIRCLE
Longwood, FL 32750

Name Changed: 04/19/2024

Address Changed: 04/19/2024

Authorized Person(s) Detail

Name & Address

Title AMBR

SANCHEZ, REYNALDO
600 W LAKE CIRCLE
LONGWOOD, FL 32750

Title Authorized Member

BRAVO, ANDREINA MARIA
600 W LAKE CIRCLE
LONGWOOD, FL 32750

Title Manager

SANCHEZ, REYNALDO
600 W LAKE CIRCLE
LONGWOOD, FL 32750

Annual Reports

Report Year	Filed Date
2024	04/19/2024
2025	04/23/2025
2025	06/06/2025

Document Images

06/06/2025 -- AMENDED ANNUAL REPORT	View image in PDF format
04/23/2025 -- ANNUAL REPORT	View image in PDF format
04/19/2024 -- ANNUAL REPORT	View image in PDF format
06/26/2023 -- LC Amendment	View image in PDF format
04/12/2023 -- ANNUAL REPORT	View image in PDF format
03/31/2022 -- ANNUAL REPORT	View image in PDF format
03/01/2021 -- ANNUAL REPORT	View image in PDF format
10/02/2020 -- Florida Limited Liability	View image in PDF format

Public Inspection of State Documents



Utility Surety Bond

We, BRAVO INVESTMENTS OF FLORIDA LLC, of the City of LONGWOOD, County of LAKE, and State of Florida, as Principal, and Arch Insurance Company, as Surety duly qualified and authorized under the laws of the State of Florida to act as sole surety on bonds or undertakings within the State of Florida, do hereby acknowledge our joint and several indebtedness to the CITY OF LEESBURG, FLORIDA (hereinafter referred to as the "CITY", in the penal sum of \$29,808.00 for the payment of which sum we hereby obligate and bind ourselves and our respective legal representatives, successors and assigns, jointly and severally.

The condition of this obligation is that:

1. Principal has applied to the City for provision of electric utility services to the subdivision named 1328 Marshall Drive, Leesburg FL 34748, which is owned, occupied or controlled by Principal and located in the City of Leesburg Electric Department's Electric Service Territory in Lake County, Florida. The subdivision has been approved by Steve Davis.
2. Pursuant to 25.474(b). of the Code of Ordinances of the City, Principal is required to put up a deposit in the amount of \$29,808.00 as condition of receiving the requested utility services, which is the estimated cost to install the overhead electric to feed the above named subdivision. 25.474(b). permits Principal to put up this bond in lieu of a cash deposit.
3. This bond is conditioned on the prompt and faithful payment by Principal, when due, of all charges levied by the City against Principal for the installation of Electric Utility Services as described in the Developer's Agreement, Dated 07/24/2025. If Principal shall promptly and timely pay all sums due and owing for such Electric Utility Service, then this Bond and the obligations created hereby shall be null and void, otherwise it shall remain in full force and effect. It is intended by all parties that this Bond be applied and interpreted to comply fully with requirements of 25.474(b).of the City's Code of Ordinances.
4. Liability of the issuer of this Bond will be reduced by the amount determined in the Developer's Agreement for any meters permanently installed with normal flow of electricity (1,850 combined kwh) pursuant to the Code of Ordinance's, 25.474(b).

5. If the City brings suit to collect on this Bond, then in addition to any amounts recovered hereunder, the City shall also be entitled to recover all reasonable attorney's fees and court costs incurred, whether at trial, on appeal, or in any proceedings to collect any judgement or proceedings in bankruptcy or insolvency.

Signed and sealed this September 2nd day of 2025

RS
Reynaldo Sanchez

Principal BRAVO INVESTMENTS OF FLORIDA LLC

Surety Arch Insurance Company

Aaron Steffey

by: CK
Christopher Kolger, Attorney-in-Fact



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Note, Loan, Letter of Credit, Currency Rate, Interest Rate or Residential Value Guarantees.

POWER OF ATTORNEY

Know All Persons By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

Aaron Steffey and Chris Kolger of Houston, TX (EACH)

its true and lawful Attorney(s) in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed: Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding One Million Five Hundred Thousand Dollars (1,500,000.00). This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on December 11, 2020, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED. That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on December 11, 2020:

VOTED. That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on December 11, 2020, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company. **In Testimony Whereof,** the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 29th day of July 2025

Attested and Certified

Regan A. Shulman

Regan A. Shulman, Secretary



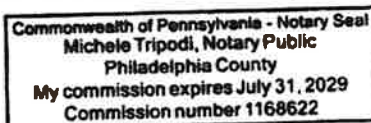
Arch Insurance Company

Stephen C. Ruschak

Stephen C. Ruschak, Executive Vice President

STATE OF PENNSYLVANIA SS COUNTY OF PHILADELPHIA SS

I, **Michele Tripodi**, a Notary Public, do hereby certify that Regan A. Shulman and Stephen C. Ruschak personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.



Michele Tripodi

Michele Tripodi, Notary Public
My commission expires 07/31/2029

CERTIFICATION

I, **Regan A. Shulman**, Secretary of the Arch Insurance Company, do hereby certify that the attached **Power of Attorney dated July 29, 2025** on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said Stephen C. Ruschak, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 2nd day of September, 2025.

Regan A. Shulman

Regan A. Shulman, Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:

Arch Insurance – Surety Division
3 Parkway, Suite 1500
Philadelphia, PA 19102



To verify the authenticity of this Power of Attorney, please contact Arch Insurance Company at SuretyAuthentic@archinsurance.com. Please refer to the above named Attorney-in-Fact and the details of the bond to which the power is attached.

INDEMNITY AGREEMENT



For consideration of Surety (as defined below) issuing surety bond(s), bond(s) in substitution for or in succession of such bond(s) or any increase or extension of time of such bond(s) or any new bond(s) or any modifications, renewal, or continuation of any of the foregoing (collectively, "Bond(s)"), the undersigned do hereby agree for themselves, their heirs, successors and/or assigns, jointly and severally herein:

1. The undersigned hereby acknowledge that they are submitting this agreement to **Propeller, Inc.** ("Agent") in accordance with requested Bond(s) and that Agent has obtained, or will seek to obtain, Bond(s) from one or more of the following surety companies: **Arch Insurance Company, American Contractors Indemnity Company, Ascot Surety & Casualty Company, Great American Insurance Company, Great Midwest Insurance Company, Indemnity National Insurance Company, Lexington National Insurance Corporation, Markel Insurance Company, Nationwide Mutual Insurance Company, The Ohio Casualty Insurance Company, Suretec Insurance Company, Texas Bonding Company, Travelers Casualty and Surety Company of America, Trisura Insurance Company, United States Surety Company, U.S. Specialty Insurance**
2. As used in this agreement, the term "Surety" shall mean and refer to any of the foregoing surety companies (including each of their parents, successors, and assigns).
3. The undersigned do hereby agree to pay Surety all premiums as they fall due, including annual premium in advance each year during which liability under the Bond(s) shall continue in force and also including any additional premium associated with mid-term changes to the Bond(s), until evidence of termination of the Surety's liability is furnished to the Surety. All premium shall be fully earned upon issuance or renewal of the Bond(s), unless contrary to state law.
4. The undersigned agree to indemnify, defend, and hold the Surety harmless against any and all claims, suits, losses, liabilities, costs, damages, attorneys' fees, expenses, judgment(s), or exposure(s) (regardless of whether Surety has established a reserve) that the Surety may incur or has incurred due to the execution and issuance of Bond(s) on, before or after this date, including those incurred in connection with the enforcement of the terms of this indemnity agreement. An itemized statement of payments made by Surety shall be prima facie evidence of the obligation of undersigned due to Surety. The undersigned agree that it is their responsibility to defend their own interests.
5. The Surety and/or its representatives shall have the right to examine the credit history, department of motor vehicle records, employment history, and records of the undersigned or the assets covered by the Bond(s), or the assets pledged as collateral for the Bond(s), and to make such pertinent inquiries as may be necessary from third party sources for underwriting purposes, claim purposes, and/or debt collection. The undersigned hereby grant the Obligor under Bond(s) the authority to release to the Surety and its authorized representatives any and all relevant information necessary for the underwriting of the Bond(s). To the extent required by law, the undersigned will, upon written request, be informed whether a consumer report has been requested by Surety and, if so, of the name and address of the consumer reporting agency furnishing the report.
6. The undersigned agree to waive notice of the execution of the Bond(s) and notice of any fact, knowledge or information affecting the undersigned's rights or liabilities under the Bond(s) that Surety may have or discover prior to or after execution of the Bond(s).
7. The undersigned, upon written demand, shall deposit with Surety a sum of money requested by Surety to cover any claim, suit, loss, liability, cost, damage, expense, judgment, or exposure that Surety may in its absolute discretion determine is necessary (regardless of whether Surety has established a reserve) and the deposit shall be pledged as collateral security on all Bond(s) the Surety may have issued for the undersigned. The undersigned hereby irrevocably appoint Surety as their attorney in fact to execute any documents necessary to perfect Surety's security interests in any collateral submitted to Surety. Surety shall have the exclusive right to determine if any claim or suit shall be denied, paid, compromised, or appealed.
8. Assignment – As security for the performance of all the provisions of this agreement, effective as of the date of this agreement, the undersigned assign, transfer, pledge and convey to Surety all of their right, title, interest, and estate in and to all real and personal property which the undersigned now own or hereinafter acquire, including all income and receipts therefrom and increases and appreciation thereon, said assignment to include but not be limited to:
 - a. Any and all sums due or which may hereafter become due under any contract and all other sums due or to become due on all other in which any of the undersigned have an interest.
 - b. All rights arising out of notes, accounts receivable, and any claims of any kind and court actions.
 - c. Any and all undisbursed loan funds, deposit accounts or interest reserve accounts to which the undersigned may be entitled, and any and all collateral for the Bond(s) given by the undersigned in connection with any contract.
9. The Surety may, at its option, file or record this agreement or any other document executed by any or all the undersigned, individually or jointly, in connection with the application, issuance or execution of any Bond(s), or renewal thereof, coming within the scope of this instrument as: a security agreement or as part of a financing statement or, as notice of its prior interest and assignment under the provisions of the Uniform Commercial Code or any other statute, ordinance or regulation of any jurisdiction or agency. The filing or recording of such document shall be solely at the option of the Surety. The failure to so file shall not release or discharge any of the obligations of the undersigned under this agreement. A copy or other of this agreement or of any other documents filed or recorded by the Surety, is sufficient as a financing statement, security agreement or notice of interest under this agreement.
10. The undersigned shall notify Surety in writing of any change in control or existence of any of the undersigned within thirty (30) calendar days of said change in control. Change in control means the addition or departure (in one transaction or a series of transactions) of any person or entity having a ten percent (10%) or greater ownership interest in any of the undersigned.
11. The obligations of the undersigned are in addition to and cumulative of all other liabilities and obligations under any applicable state or federal law. Undersigned confirms that Surety shall have every right, defense or remedy including the rights of exoneration and subrogation.
12. A facsimile, photocopy, electronic or optical reproduction of this agreement shall have the same force and effect as the original. As used in this agreement, the plural and singular shall include each other as circumstances require. If any term of this Agreement is found unenforceable, that term shall be deemed deleted and the remainder of the Agreement will be in full force and effect.

Regardless of the date indicated hereon, this indemnity agreement is effective as of the date of execution, modification and/or renewal of the Bond(s) and is continuous until Surety has been satisfactorily discharged from all liability pursuant to the terms and conditions contained and in the Bond(s).

☒ On behalf of the applicants and owners, I hereby agree to the terms and conditions outlined in the document above

Date : 09/02/2025

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or Bond(s) containing any false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime.

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA FINALLY ADOPTING 3.4752 MILLS AS THE FISCAL YEAR 2025-
26 MILLAGE RATE FOR THE CITY OF LEESBURG, FLORIDA,
REPRESENTING THE CURRENT YEAR PROPOSED AGGREGATE
MILLAGE RATE OF 3.4752 WHICH IS 4.89% MORE THAN THE CURRENT
YEAR ROLLED BACK RATE; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, discussions were held during the regular commission meeting of July 14, 2025 regarding the adoption of 3.4752 mills which is 4.89% more than the rolled back rate of 3.3131 mills and is the same millage rate as the previous fiscal year.

WHEREAS, the Commission approved the Millage rate of 3.4752 mills and authorized the City Manager to execute and submit the Certificate of Taxable Value for Fiscal Year 2025-26 to the Lake County Property Appraiser at its regular meeting Monday, July 14, 2025, and

WHEREAS, a tentative budget for Fiscal Year 2025-26 was presented to the City Commission of the City of Leesburg, Florida during workshops held July 7th, 10th and 15th, 2025, and

WHEREAS, following a review of the tentative budget as submitted, the City of Leesburg, Florida, determined that a millage rate of 3.4752 mills, which is 4.89% more than the rolled back rate of 3.3131 mills, is necessary to produce the budgetary revenue to fund budgetary operating expenditures during Fiscal Year 2025-26, and

WHEREAS, a Fiscal Year 2025-26 millage of 3.4752 mills represents the Current Year Proposed Aggregate Millage Rate which is 4.89% more than the current year rolled back rate.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Leesburg, Florida, that the tentative millage rate for the City of Leesburg, Florida, is hereby adopted at the rate of 3.4752 mills (\$3.4752 per every \$1,000 of taxable valuation) for the 2025 tax roll, which is 4.89% more than the rolled back rate and is the same millage rate as the prior year.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 22nd day of September 2025.

Mayor

ATTEST:

City Clerk

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA,
ADOPTING THE FISCAL YEAR 2025-26 BUDGET FOR THE CITY OF LEESBURG, FLORIDA; AND
PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the City of Commission of the City of Leesburg, Florida, has held several budget work sessions for the purpose of reviewing, and, where appropriate, revising the Fiscal Year 2025-26 Budget and

WHEREAS, the provisions of Section 200.065 (2)(c), Florida Statutes, commonly known as the Truth in Millage or TRIM Bill, require that the City Commission hold a public hearing and adopt a tentative budget and millage rate for the Fiscal Year 2025-26; and,

WHEREAS, the City Commission has tentatively adopted a budget which they feel is in the best interests of the citizens of the City of Leesburg, and desires by means of this resolution to finally adopt said budget for the Fiscal Year 2025-26;

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

SECTION I.

Pursuant to Section 200.065, Florida Statutes, and all other applicable laws, the following amounts for use by the various funds during Fiscal Year 2025-26 as reflected below, including all modifications or amendments made during this meeting, are hereby adopted as the budget for Fiscal Year 2025-26 for the City of Leesburg Florida:

GENERAL FUND

ESTIMATED REVENUES AND OTHER RECEIPTS

Current Ad Valorem Taxes	
(Based on an assessed value of \$3,236,527,751*3.4752 Mills*95%)	10,685,203
Other Taxes	5,935,000
Licenses and Permits	5,021,372
Intergovernmental Revenue	4,535,406
Charges for Services	1,831,755
Fines and Forfeits	650,500
Miscellaneous Revenues	1,572,490
Total Estimated Revenues	30,231,726
Other Financing Sources:	
Transfers from other Funds	10,559,237
Fund Balance Appropriated	0
TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS	40,790,963

PROPOSED APPROPRIATIONS

General Government	6,194,541
Public Safety	24,159,985
Physical Environment	280,195
Transportation	1,575,224
Economic Environment	255,849
Human Services	6,600
Culture/Recreation	5,882,151
Other Uses	800,136
Non Expenditures:	
Transfers to other Funds	1,487,010
Reserves- Contributions to School Camera Funds	149,272
TOTAL PROPOSED APPROPRIATIONS	40,790,963

HOUSING ASSISTANCE FUND

Miscellaneous Revenues	164,000
TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS	164,000

PROPOSED APPROPRIATIONS

Economic Environment	143,172
Non Expenditures:	
Reserve for Future Use	20,828
TOTAL PROPOSED APPROPRIATIONS	164,000

STORMWATER FUND

ESTIMATED REVENUES AND OTHER RECEIPTS

Charges for Services	1,910,000
Miscellaneous Revenues	100,000
Total Estimated Revenues	2,010,000
Other Financing Sources:	
Fund Balance Appropriated	165,217
TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS	2,175,217

PROPOSED APPROPRIATIONS

Physical Environment	2,175,217
TOTAL PROPOSED APPROPRIATIONS	2,175,217

GREATER LEESBURG COMMUNITY REDEVELOPMENT AGENCY**ESTIMATED REVENUES AND OTHER RECEIPTS**

Current Ad Valorem Taxes	405,405
(Based on an assessed value of \$122,796,401*3.4752 Mills*95%)	
Intergovernmental Revenue	641,530
Charges for Services	15,300
Miscellaneous Revenues	95,350
TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS	1,157,585

PROPOSED APPROPRIATIONS

Economic Environment	938,429
Non Expenditures:	
Debt Service	100,278
Transfers to other Funds	
Reserve for Future Use	118,878
TOTAL PROPOSED APPROPRIATIONS	1,157,585

CARVER HEIGHTS COMMUNITY REDEVELOPMENT AGENCY**ESTIMATED REVENUES AND OTHER RECEIPTS**

Current Ad Valorem Taxes	405,047
(Based on an assessed value of \$122,687,856*3.4752 Mills*95%)	
Intergovernmental Revenue	640,962
Miscellaneous Revenues	25,000
TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS	1,071,009

PROPOSED APPROPRIATIONS

Economic Environment	811,321
Non Expenditures:	
Debt Service	96,018
Reserve for Future Use	163,670
TOTAL PROPOSED APPROPRIATIONS	1,071,009

US HWY 441/27 COMMUNITY REDEVELOPMENT AGENCY**ESTIMATED REVENUES AND OTHER RECEIPTS**

Current Ad Valorem Taxes	1,309,597
(Based on an assessed value of \$396,674,568*3.4752 Mills*95%)	
Intergovernmental Revenue	2,072,361
Miscellaneous Revenues	95,000
TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS	3,476,958

PROPOSED APPROPRIATIONS

Economic Environment	1,058,175
Non Expenditures:	
Debt Service	890,733
Reserve for Future Use	1,528,050
TOTAL PROPOSED APPROPRIATIONS	3,476,958

DEBT SERVICE FUND**ESTIMATED REVENUES AND OTHER RECEIPTS**

Other Financing Sources:	
Transfers from other Funds	1,816,457
TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS	1,816,457

PROPOSED APPROPRIATIONS

Non Expenditures:	
Debt Service	1,816,457
TOTAL PROPOSED APPROPRIATIONS	1,816,457

CAPITAL PROJECTS FUND**ESTIMATED REVENUES AND OTHER RECEIPTS**

Other Financing Sources:	
Transfers from other Funds	3,710,000
TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS	3,710,000

PROPOSED APPROPRIATIONS

General Government	700,000
Transportation	1,810,000
Culture/Recreation	1,200,000
TOTAL PROPOSED APPROPRIATIONS	3,710,000

ELECTRIC FUND**ESTIMATED REVENUES AND OTHER RECEIPTS**

Charges for Services	84,386,291
Miscellaneous Revenues	607,500
Other Sources	604,375
TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS	85,598,166

PROPOSED APPROPRIATIONS

Physical Environment	78,159,678
Non Expenditures:	
Transfers to other Funds	3,654,724
Debt Service	3,783,764
TOTAL PROPOSED APPROPRIATIONS	85,598,166

GAS FUND**ESTIMATED REVENUES AND OTHER RECEIPTS**

Charges for Services	16,970,570
Miscellaneous Revenues	200,500
Total Estimated Revenues:	17,171,070
Other Financing Sources:	
Fund Balance Appropriated	1,246,290
TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS	18,417,360

PROPOSED APPROPRIATIONS

Physical Environment	16,788,209
Non Expenditures:	
Transfers to other Funds	1,274,544
Debt Service	354,607
TOTAL PROPOSED APPROPRIATIONS	18,417,360

WATER FUND**ESTIMATED REVENUES AND OTHER RECEIPTS**

Charges for Services	12,729,181
Miscellaneous Revenues	304,000
Other Sources	200,000
Total Estimated Revenues:	13,233,181
Other Financing Sources:	
Fund Balance Appropriated- Renewal & Replacement	1,806,538
TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS	15,039,719

PROPOSED APPROPRIATIONS

Physical Environment	12,156,867
Non Expenditures:	
Transfers to other Funds	1,362,404
Debt Service	1,520,448
TOTAL PROPOSED APPROPRIATIONS	15,039,719

WASTEWATER FUND**ESTIMATED REVENUES AND OTHER RECEIPTS**

Charges for Services	17,573,489
Miscellaneous Revenues	621,500
TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS	18,194,989

PROPOSED APPROPRIATIONS

Physical Environment	12,345,283
Non Expenditures:	
Transfers to other Funds	1,232,090
Debt Service	4,617,616
TOTAL PROPOSED APPROPRIATIONS	18,194,989

SOLID WASTE FUND**ESTIMATED REVENUES AND OTHER RECEIPTS**

Charges for Services	5,457,781
Miscellaneous Revenues	85,198
TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS	5,542,979

PROPOSED APPROPRIATIONS

Physical Environment	4,843,641
Non Expenditures:	
Reserves- Contributions to Retained Earnings	200,560
Transfers to other Funds	498,778
TOTAL PROPOSED APPROPRIATIONS	5,542,979

AIRPORT FUND**ESTIMATED REVENUES AND OTHER RECEIPTS**

Licenses and Permits	13,842
Intergovernmental Revenue	2,380,000
Charges for Services	265,000
Miscellaneous Revenues	1,568,938
TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS	4,227,780

PROPOSED APPROPRIATIONS

Transportation	3,853,267
Non Expenditures:	
Reserves- Contributions to Retained Earnings	374,513
TOTAL PROPOSED APPROPRIATIONS	4,227,780

POLICE PENSION FUND**ESTIMATED REVENUES AND OTHER RECEIPTS**

Other Taxes	360,318
Miscellaneous Revenues	3,241,415
TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS	3,601,733

PROPOSED APPROPRIATIONS

General Government	1,815,000
Non Expenditures:	
Reserves- Contributions to Fund Balance	1,786,733
TOTAL PROPOSED APPROPRIATIONS	3,601,733

FIRE PENSION FUND**ESTIMATED REVENUES AND OTHER RECEIPTS**

Other Taxes	210,784
Miscellaneous Revenues	2,149,495
TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS	2,360,279

PROPOSED APPROPRIATIONS

General Government	1,820,000
Non Expenditures:	
Reserves- Contributions to Fund Balance	540,279
TOTAL PROPOSED APPROPRIATIONS	2,360,279

GENERAL EMPLOYEE'S PENSION FUND**ESTIMATED REVENUES AND OTHER RECEIPTS**

Miscellaneous Revenues	2,700,000
Total Estimated Revenues:	2,700,000
Other Financing Sources:	
Fund Balance Appropriated	555,000
TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS	3,255,000

PROPOSED APPROPRIATIONS

General Government	3,255,000
TOTAL PROPOSED APPROPRIATIONS	3,255,000

HEALTH INSURANCE FUND**ESTIMATED REVENUES AND OTHER RECEIPTS**

Charges for Services	7,317,500
Miscellaneous Revenues	460,000
Total Estimated Revenues	7,777,500
Other Financing Sources:	
Transfers from other Funds	474,320
TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS	8,251,820

PROPOSED APPROPRIATIONS

General Government	8,251,820
TOTAL PROPOSED APPROPRIATIONS	8,251,820

WORKERS' COMPENSATION FUND**ESTIMATED REVENUES AND OTHER RECEIPTS**

Charges for Services	1,407,810
Miscellaneous Revenues	85,000
TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS	1,492,810

PROPOSED APPROPRIATIONS

General Government	783,024
Non Expenditures:	
Reserves- Contributions to Fund Balance	235,466
Transfers to other Funds	474,320
TOTAL PROPOSED APPROPRIATIONS	1,492,810

FLEET SERVICES FUND**ESTIMATED REVENUES AND OTHER RECEIPTS**

Charges for Services	3,429,015
Miscellaneous Revenues	175,000
Total Estimated Revenues	3,604,015
Other Financing Sources:	
Transfers from other Funds	1,011,199
Fund Balance Appropriated	520,112
TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS	5,135,326

PROPOSED APPROPRIATIONS

General Government	4,124,127
Non Expenditures:	
Transfers to other Funds	1,011,199
TOTAL PROPOSED APPROPRIATIONS	5,135,326

DISCRETIONARY SALES TAX FUND**ESTIMATED REVENUES AND OTHER RECEIPTS**

Other Taxes	3,700,000
Miscellaneous Revenues	75,000
Total Estimated Revenues	3,775,000
Fund Balance Appropriated	1,726,942
TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS	5,501,942

PROPOSED APPROPRIATIONS

Non Expenditures:	
Transfers to other Funds	5,501,942
TOTAL PROPOSED APPROPRIATIONS	5,501,942

GAS TAX FUND**ESTIMATED REVENUES AND OTHER RECEIPTS**

Other Taxes	815,000
Intergovernmental Revenue	255,000
Miscellaneous Revenues	5,000
TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS	1,075,000

PROPOSED APPROPRIATIONS

Non Expenditures:	
Transfers to other Funds	1,075,000
TOTAL PROPOSED APPROPRIATIONS	1,075,000

BUILDING PERMITS FUND**ESTIMATED REVENUES AND OTHER RECEIPTS**

Licenses and Permits	1,774,589
Miscellaneous Revenues	35,000
TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS	1,809,589

PROPOSED APPROPRIATIONS

Public Safety	1,809,589
TOTAL PROPOSED APPROPRIATIONS	1,809,589

POLICE EDUCATION RECEIPTS FUND

ESTIMATED REVENUES AND OTHER RECEIPTS

Other Financing Sources:	
Fund Balance Appropriated	8,000
TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS	8,000

PROPOSED APPROPRIATIONS

Public Safety	8,000
TOTAL PROPOSED APPROPRIATIONS	8,000

POLICE IMPACT FEES FUND

Other Financing Sources:	
Fund Balance Appropriated	55,500
TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS	55,500

PROPOSED APPROPRIATIONS

Public Safety	55,500
TOTAL PROPOSED APPROPRIATIONS	55,500

ALL FUNDS

ESTIMATED REVENUES AND OTHER RECEIPTS

Ad Valorem Taxes	12,805,252
Other Taxes	11,021,102
Licenses and Permits	6,809,803
Intergovernmental Revenue	10,525,259
Charges for Services	153,293,692
Fines and Forfeits	650,500
Miscellaneous Revenues	14,365,386
Other Sources	804,375
Total Estimated Revenues	210,275,369
Other Financing Sources:	
Transfers from other Funds	17,571,213
Fund Balance Appropriated- Renewal & Replacement	1,806,538
Fund Balance Appropriated	4,277,061
TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS	233,930,181

PROPOSED APPROPRIATIONS

General Government	26,943,512
Public Safety	26,033,074
Physical Environment	126,749,090
Transportation	7,238,491
Economic Environment	3,206,946
Human Services	6,600
Culture/Recreation	7,082,151
Other Uses	800,136
Non Expenditures:	
Transfers to other Funds	17,572,011
Debt Service	13,179,921
Reserve for Future Use	1,831,426
Reserves- Contributions to Fund Balance	2,562,478
Reserves- Contributions to Retained Earnings	575,073
Reserves- Contributions to School Camera Funds	149,272
TOTAL PROPOSED APPROPRIATIONS	233,930,181

SECTION II.

This resolution shall become effective October 1, 2025

PASSED AND ADOPTED at a special meeting of the City Commission of the City of Leesburg, Florida held the 22nd day of September 2025.

Mayor

ATTEST:

City Clerk

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.C.1.

Meeting Date: September 22, 2025

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

Subject: An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 0.40 +/- acres from City R-2 (Medium Density Residential) to C-3 (Highway Commercial) to correct a 'spot zoning', for a property generally located east of Cloud Street and south of E Main Street, lying in Section 26, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date. (937 E Main Mellone RZ)

Staff Recommendation:

Planning and Zoning Staff and the Planning Commission recommend approval of the request to rezone the subject property from City R-2 (Medium Density Residential) to C-3 (Highway Commercial) to correct a 'spot zoning.'

Analysis:

The project site is approximately 0.40 acres, and is generally located east of Cloud Street and south of E Main Street as shown on the attached maps. At this time, the property is developed with one (1) single-family residence. The proposal will correct a 'spot zoning.' The existing land uses surrounding the property are Government, Vacant Residential, Vacant Commercial, Residential and Commercial.

The Planning Commission held a public hearing on the application on August 21, 2025, and recommended approval.

Procurement Analysis:

N/A

Options:

1. Approve the proposed rezoning from City R-2 (Medium Density Residential) to C-3 (Highway Commercial) or,
2. Other such action as the Commission may deem appropriate.

Fiscal Impact:

Continuation of the existing development on this site will create a positive fiscal impact on the City of Leesburg, in the form of utility fees.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE ZONING ON APPROXIMATELY 0.40 +/- ACRES FROM CITY R-2 (MEDIUM DENSITY RESIDENTIAL) TO C-3 (HIGHWAY COMMERCIAL) TO CORRECT A 'SPOT ZONING', FOR A PROPERTY GENERALLY LOCATED EAST OF CLOUD STREET AND SOUTH OF E MAIN STREET, LYING IN SECTION 26, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (937 E MAIN MELLONE RZ)

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

Section 1.

Based upon the petition of Alfonso and Peggy Mellone, Petitioners, "Permittee," for the property hereinafter described, which petition has heretofore been approved by the City Commission of the City of Leesburg Florida, pursuant to the provisions of the Laws of Florida, the said property located in Lake County, Florida, is hereby rezoned from City R-2 (Medium Density Residential) to C-3 (Highway Commercial), to-wit:

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

Section 2.

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

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

THE CITY OF LEESBURG, FLORIDA

Mayor

ATTEST:

City Clerk

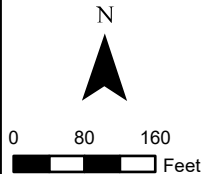
Legal Description

The West 99.75 feet of the East 269.75 feet of the North 195.55 feet of Lot 2, Block 63, according to the official plat of the City of Leesburg, as recorded in Plat Book 2, Page 19, of the public records of Lake County, Florida, less the East 9.75 feet of the North 109.5 feet thereof, also less any part thereof lying within road right-of-way.

Extended Locator



**Planning
& Zoning
Division**

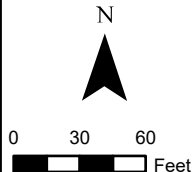


937 E Main St Mellone
RZ-25-638
Section 26 Township 19 South, Range 24 East
July 31, 2025

Aerial

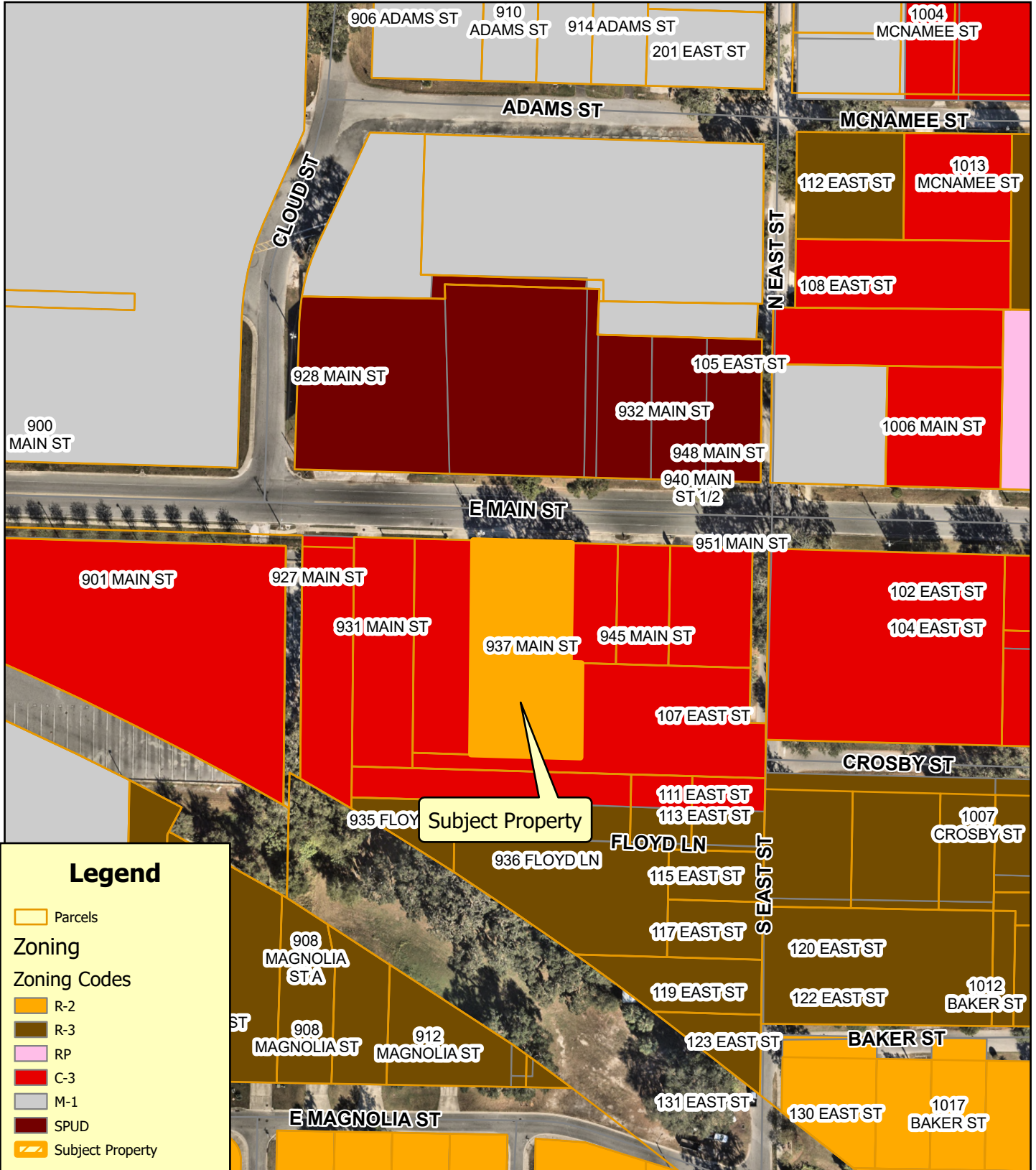


**Planning
& Zoning
Division**

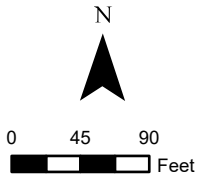


937 E Main St Mellone
RZ-25-638
Section 26 Township 19 South, Range 24 East
July 31, 2025

Zoning



**Planning
& Zoning
Division**

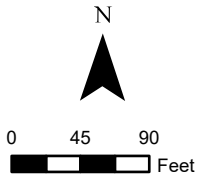


937 E Main St Mellone
RZ-25-638
Section 26 Township 19 South, Range 24 East
July 31, 2025

Proposed Zoning

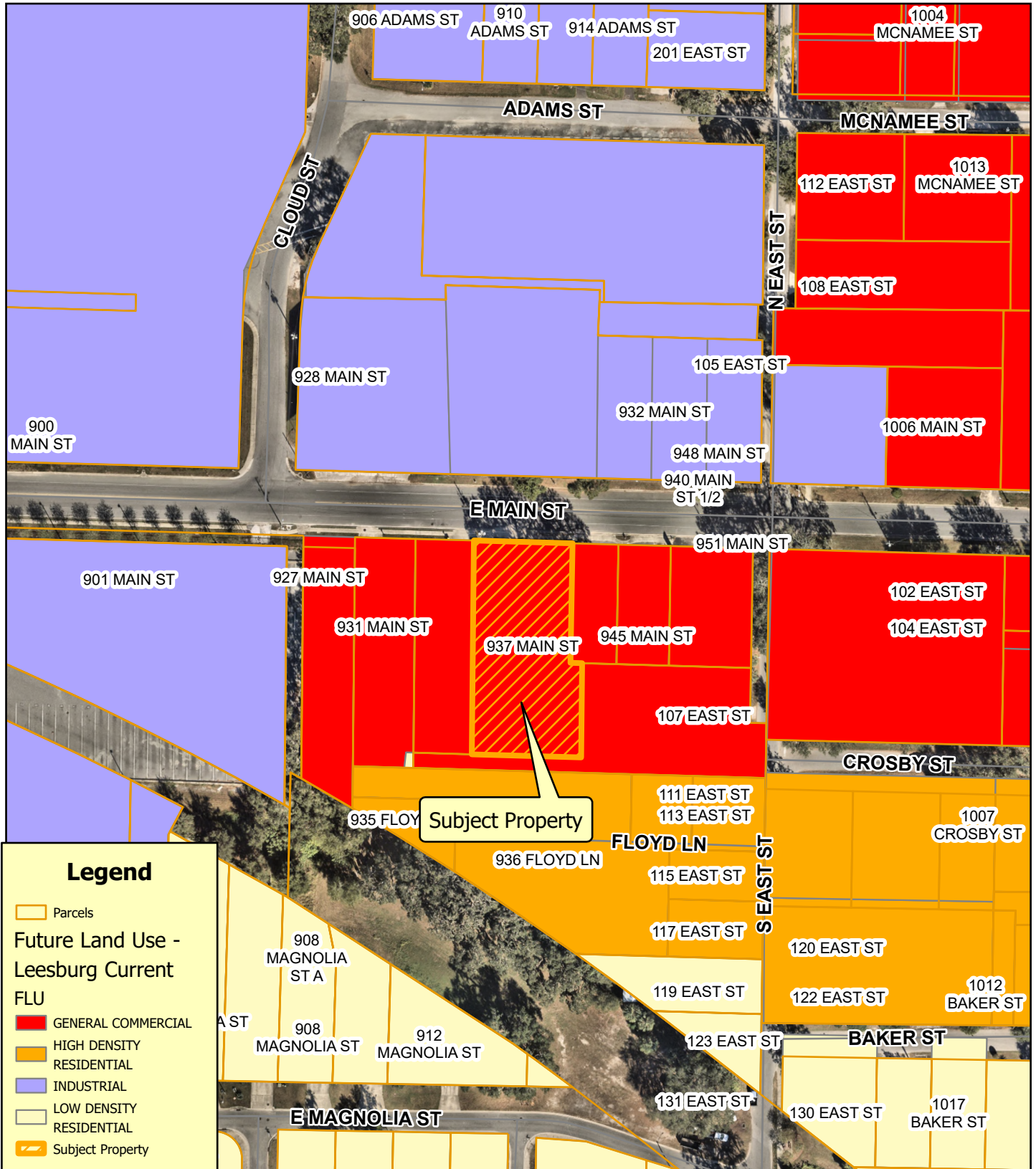


**Planning
& Zoning
Division**

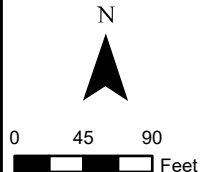


937 E Main St Mellone
RZ-25-638
Section 26 Township 19 South, Range 24 East
July 31, 2025

Future Land Use



**Planning
& Zoning
Division**

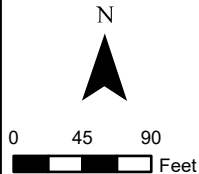


937 E Main St Mellone
RZ-25-638
Section 26 Township 19 South, Range 24 East
July 31, 2025

Flood Zone and Wetlands



**Planning
& Zoning
Division**



937 E Main St Mellone
RZ-25-638
Section 26 Township 19 South, Range 24 East
July 31, 2025

Surrounding Land Uses

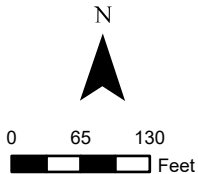


Legend

- Parcels
- Subject Property

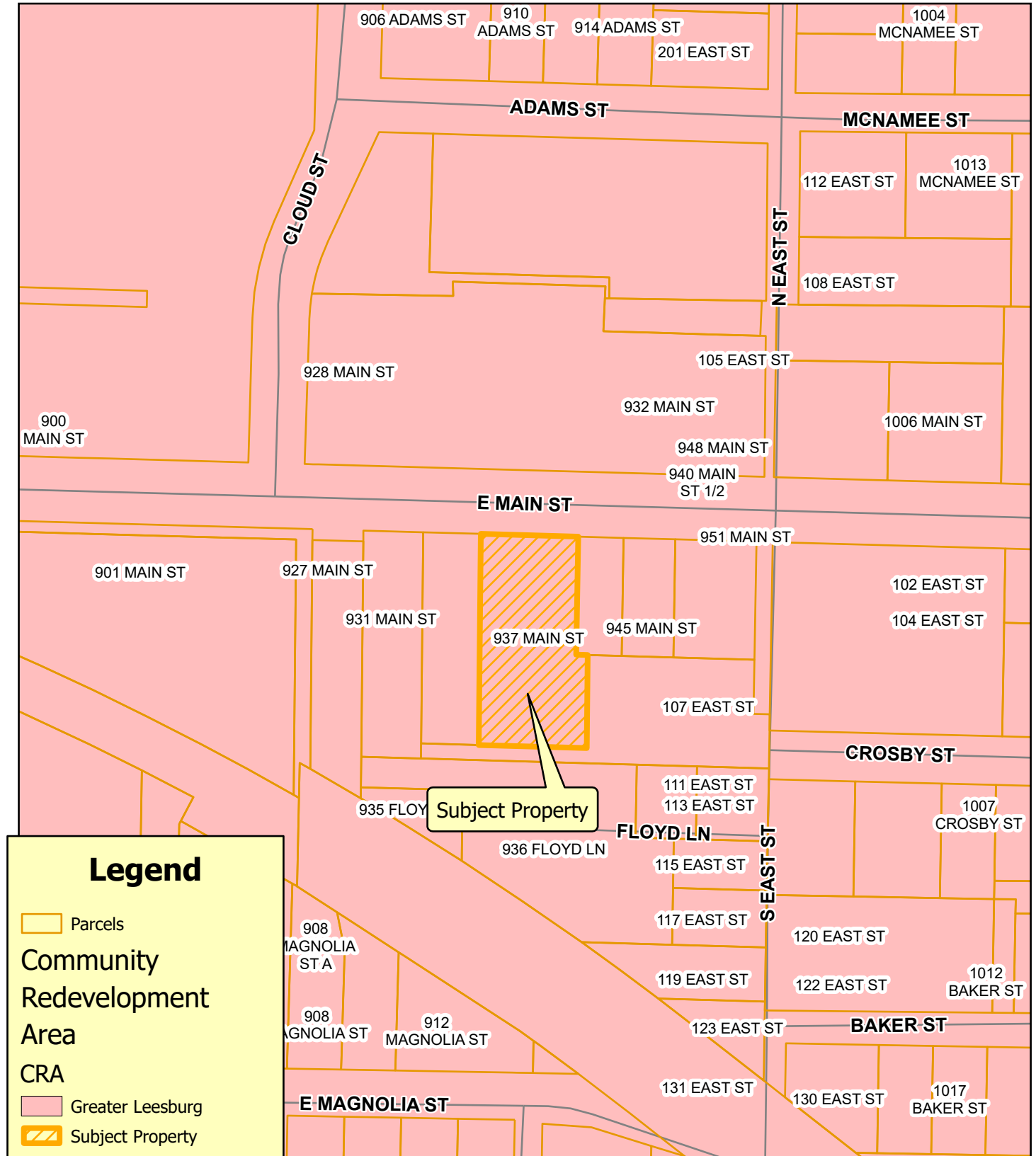


**Planning
& Zoning
Division**

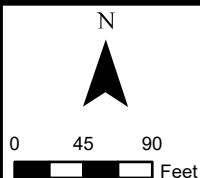


937 E Main St Mellone
RZ-25-638
Section 26 Township 19 South, Range 24 East
July 31, 2025

Community Redevelopment Area



**Planning
& Zoning
Division**

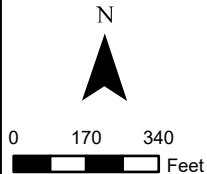


937 E Main St Mellone
RZ-25-638
Section 26 Township 19 South, Range 24 East
July 31, 2025

Developments

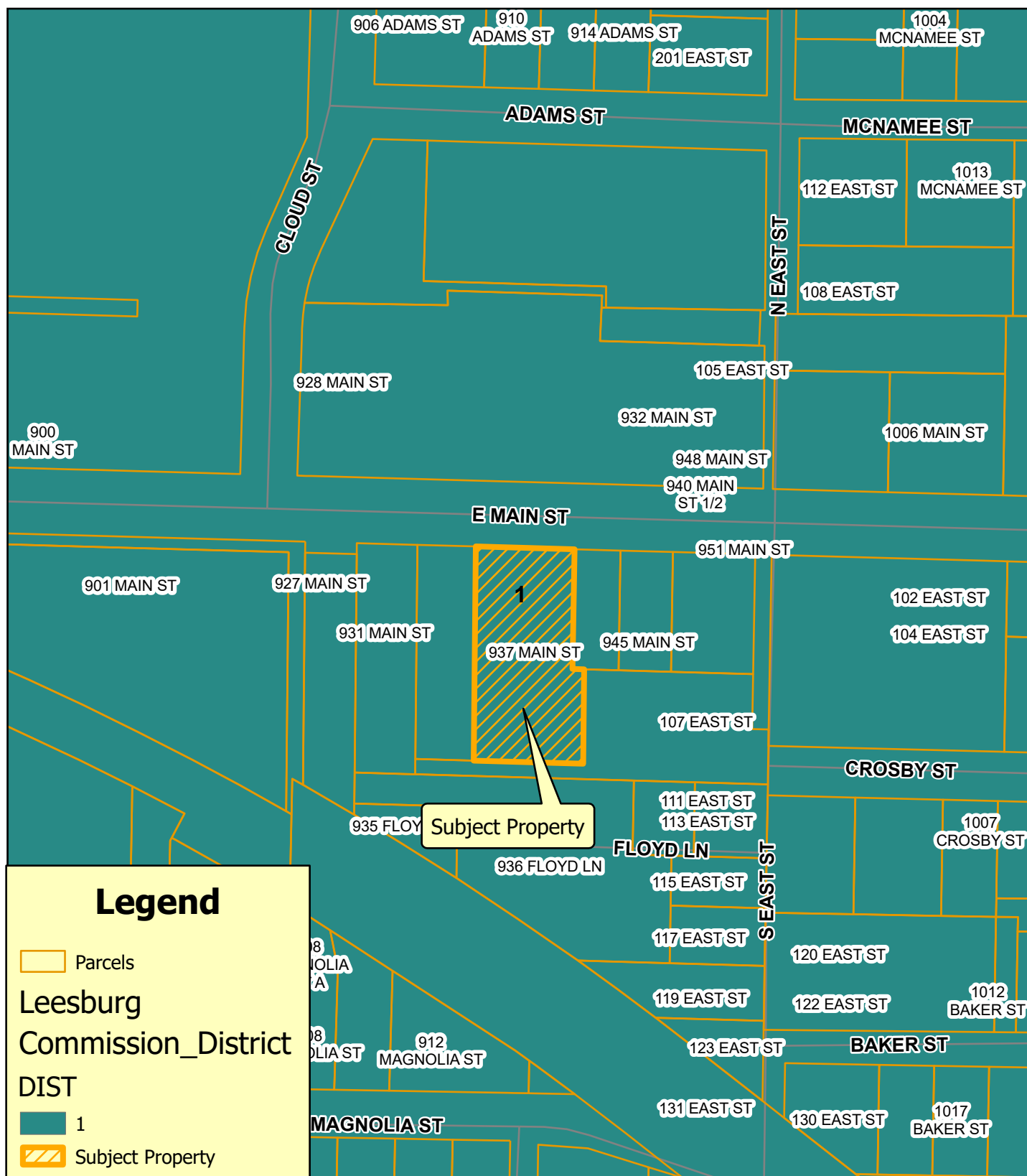


**Planning
& Zoning
Division**

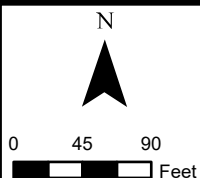


937 E Main St Mellone
RZ-25-638
Section 26 Township 19 South, Range 24 East
July 31, 2025

Commission District



Planning & Zoning Division



937 E Main St Mellone
RZ-25-638
Section 26 Township 19 South, Range 24 East
July 31, 2025

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

DATE: August 21, 2025
OWNER: Alfonso and Peggy Mellone
PETITIONER: Alfonso and Peggy Mellone
PROJECT: 937 E Main Mellone Rezoning
REQUEST: Rezoning to C-3 (Highway Commercial) to correct a 'spot zoning'
CASE NO.: RZ-25-638

GENERAL LOCATION: East of Cloud Street and South of E Main Street.

FUTURE LAND USE DESIGNATION: City General Commercial

SURROUNDING FUTURE LAND USE DESIGNATION:

North – City Industrial
South – City General Commercial; High Density Residential
East – City General Commercial
West – City General Commercial

PROPOSED FUTURE LAND USE DESIGNATION: No change requested.

EXISTING ZONING DESIGNATION: City R-2 (Medium Density Residential)

SURROUNDING ZONING DESIGNATIONS:

North – City SPUD (Small Planned Unit Development)
South – City C-3 (Highway Commercial); R-3 (High Density Residential)
East – City C-3 (Highway Commercial)
West – City C-3 (Highway Commercial)

PROPOSED ZONING DESIGNATION: C-3 (Highway Commercial)

EXISTING LAND USE: Single-family residence and accessory structure (shed)

SURROUNDING LAND USE:

North – Government; Vacant Commercial
South – Vacant Residential; Residential
East – Commercial
West – Vacant Commercial; Residential

PROPOSED LAND USE: Existing single-family residence to continue, the rezoning is to correct a 'spot zoning' discovered.

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

DATE: August 21, 2025
OWNER: Alfonso and Peggy Mellone
PETITIONER: Alfonso and Peggy Mellone
PROJECT: 937 E Main Mellone Rezoning
REQUEST: Rezoning to C-3 (Highway Commercial) to correct a 'spot zoning'
CASE NO.: RZ-25-638

THE FOLLOWING COMMENTS RECEIVED FROM EACH DEPARTMENT:

POLICE

No comments received as of 08/15/2025.

FIRE

No comments received as of 08/15/2025.

ELECTRIC

Electric has no objections. – Steve Davis, 7/31/2025

GAS

No Comment. – Wayne Williams, 07/31/2025

GIS/ADDRESSING:

GIS has no comments. – Nicholas Tota, 07/31/2025

BUILDING

No comments received as of 08/15/2025.

PUBLIC WORKS

No comments received as of 08/15/2025.

HOUSING & REDEVELOPMENT

No comments received as of 08/15/2025.

LAKE COUNTY PUBLIC WORKS

I have no comment. – Seth Lynch, 08/01/2025

LAKE COUNTY SCHOOLS

The school district does not have any comments for the spot (re)zoning. – Helen LaValley, 7/31/2025

PUBLIC RESPONSES

Approval

No comments received as of 08/15/2025.

Disapproval

No comments received as of 08/15/2025.

No comment

No comments received as of 08/15/2025.

Notice of Appearance filed:

No comments received as of 08/15/2025.

PUBLIC COMMENTS (APPROVAL)

No comments received as of 08/15/2025.

PUBLIC COMMENTS (APPROVAL WITH REQUESTED CONDITIONS)

No comments received as of 08/15/2025.

PUBLIC COMMENTS (DISAPPROVAL)

No comments received as of 08/15/2025.



DRAFT SUMMARY MINUTES OF THE REGULAR MEETING
OF THE PLANNING COMMISSION
CITY COMMISSION CHAMBERS, CITY HALL
THURSDAY, AUGUST 21, 2025, 4:30 P.M.

The Planning Commission of the City of Leesburg held its regular meeting Thursday, August 21, 2025, in the Commission Chambers at City Hall. Chairman Tim Sennett called the meeting to order at 4:30 p.m.

The following Commission members were present:

Tim Sennett
Nathaniel Sanders
Ted Bowersox
Stewart Kaplan
Ze'Shieca Carter
Ken Simeone

The following Commission members were absent:

Frazier J. Marshall
John O'Kelley
Darin Akkerman

City staff that was present included Dan Miller, Planning & Zoning Director, Kandi Harper, Deputy Director of Planning, Dianne Yekel, Senior Planner, and Melissa Medders De Los Santos, Planner. City Attorney Jennifer Cotch was also present.

The meeting opened with an invocation given by Commissioner Ted Bowersox and the Pledge of Allegiance to the Flag.

City Attorney Jennifer Cotch swore in staff as well as anyone wishing to speak.

Dan Miller, Planning & Zoning Director, informed the audience of the rules of participation and the need to sign the speaker's registry. He also informed Commissioners and the audience of the City Commission meeting dates tentatively scheduled.

MINUTES OF PLANNING & ZONING COMMISSION MEETING FOR JULY 31, 2025.

Commissioner Carter moved to APPROVE the minutes from the July 31, 2025 meeting. Commissioner Kaplan SECONDED the motion, which was PASSED by a vote of 6 to 0.

3) PUBLIC HEARING CASE # RZ-25-638 – 937 E MAIN MELLONE – REZONING

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE ZONING OF APPROXIMATELY 0.40 +/- ACRES FROM CITY OF LEESBURG R-2 (MEDIUM DENSITY RESIDENTIAL) TO CITY OF LEESBURG C-3 (HIGHWAY COMMERCIAL) FOR A PROPERTY GENERALLY LOCATED EAST OF CLOUD STREET AND SOUTH OF E MAIN STREET, AS LEGALLY DESCRIBED IN SECTION 26 TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. **(CITY COMMISSION DATES ARE TENTATIVELY SCHEDULED FOR FIRST READING ON MONDAY, SEPTEMBER 22ND, 2025 AND SECOND READING IS TENTATIVELY SCHEDULED FOR MONDAY, OCTOBER 13TH, 2025)** (937 E Main Mellone RZ)

Dan Miller introduced case number # RZ-25-638 – 937 E. MAIN MELLONE – REZONING into the record and entered the exhibits into the record with maps and photo exhibits including aerial, zoning, future and surrounding land use, wetlands/flood zone maps, CRA maps, staff summary, departmental review summary, and staff recommendations.

Mr. Miller said this request is solely for a rezoning on a site consisting of 0.4 +/- developed acres. The property is generally located on the south side of East Main Street, and west of East Cloud Street A. The request is to clean up the zoning to be consistent with the zoning in the area. The zoning application for the project is requesting a change from R-2 (Medium Density Residential) to C-3 (Highway Commercial).

Deputy Director Kandi Harper presented the maps and photo exhibits demonstrating the area of the proposed site for the case.

Department Review Summary: This case was sent out to all the different departments for review, no substantive comments or objections received from the departments. When no comments are provided, this indicates that the department has the capacity to serve the proposed development. Lake County School Board commented that the project will not be subject to school concurrency review. There were no comments from Lake County Public Works. For Public responses, per Florida Statute and City of Leesburg Code of Ordinance notice requirements, the project was legally advertised, posted and letters sent out to the surrounding property owners. There were no public responses received.

The Planning & Zoning staff recommended the approval of the request for the following reasons:

1. The proposed request for a City of Leesburg C-3 (Highway Commercial) zoning is compatible with the current surrounding zoning districts of City of Leesburg SPUD (Small Planned Unit Development), C-3 (Highway Commercial) and R-3 (High Density Residential).
2. The current Future Land Use designation of City of Leesburg General Commercial is compatible with existing surrounding future land use designations of Leesburg Industrial, General Commercial, and High Density Residential.
3. The proposed request will allow for a spot zoning correction for the property that is consistent with the ongoing development patterns within the City of Leesburg.
4. The proposed request does not appear to create a detriment to surrounding properties, based

on the proximity to Main Street.

Action Requested:

1. Vote to approve the proposed rezoning from City of Leesburg R-2 (Medium Density Residential to City of Leesburg C-3 (Highway Commercial) to allow for the correction of a “spot zoning” and forward this recommendation to the City Commission for consideration.

Chairman Sennett asked about the Comp Plan. Mr. Miller answered that the Future Land Use is currently General Commercial, which does allow single-family residences.

Commissioner Bowersox made a motion to APPROVE case # RZ-25-638 – 937 E MAIN MELLONE – REZONING. Commissioner Carter SECONDED the motion which, PASSED by a voice vote of 6 to 0.

The roll call vote was:

Commissioner Simeone	Yes
Chairman Sennett	Yes
Commissioner Sanders	Yes
Commissioner Carter	Yes
Commissioner Bowersox	Yes
Commissioner Kaplan	Yes

DISCUSSION ITEM

Mr. Miller stated that terms for Commissioner Kaplan, Commissioner Bowersox, and Commissioner O’Kelley will be expiring in September and to turn in applications if they want to remain on the Commission.

ANNOUNCEMENTS

The next scheduled meeting date is September 18, 2025.

The meeting adjourned at 6:29pm

Tim Sennett, Chairman

Dianne Yekel, Senior Planner

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.C.2.

Meeting Date: September 22, 2025

From: Joseph Mera, (Fire Chief)

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

Staff Recommendation:

Staff recommends approval of the ordinance extending participation in the countywide MSTU for ambulance and emergency medical services.

Analysis:

The Lake County Board of County Commissioners enacted an ordinance creating a municipal service taxing unit (the “MSTU”) to fund the provision of ambulance and emergency medical services within the MSTU. On July 25, 2000, the City passed Ordinance No. 00-29 which included the City within the MSTU. The current term expires on September 30, 2025, and it is appropriate to extend the City’s participation in the MSTU for an additional year.

Procurement Analysis:

N/A

Options:

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

Fiscal Impact:

The MSTU provides the funding source for the provision of ambulance service in Leesburg and Lake County.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA CONSENTING TO THE INCLUSION OF THE CITY OF LEESBURG, FLORIDA, WITHIN THE COUNTYWIDE MUNICIPAL SERVICE TAXING UNIT FOR THE PROVISION OF AMBULANCE AND EMERGENCY MEDICAL SERVICES, AS ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS OF LAKE COUNTY, FLORIDA; PROVIDING FOR THE CITY TO BE INCLUDED WITHIN SAID M.S.T.U. FOR A SPECIFIC TERM OF YEARS; PROVIDING FOR CONFLICTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners for Lake County determined that the best mechanism to secure the necessary funding to provide ambulance service was to create a countywide municipal service taxing unit authorizing the County to levy ad valorem taxes therein for the provision of ambulance and emergency medical services, and has enacted an ordinance creating that municipal service taxing unit; and

WHEREAS, Section 125.01(1)(q), Florida Statutes, provides that boundaries of a municipal service taxing unit may include all or part of the boundaries of a municipality if the affected municipality consents, by ordinance, to be included therein; and

WHEREAS, the City Commission of the City of Leesburg, Florida has determined that it is in the best interest of and serves the health, safety, and general welfare of the residents of Leesburg to include the City of Leesburg within the Lake County municipal service taxing unit for ambulance and emergency medical services; and

WHEREAS, Lake County's ordinance expressed its intent to include the City of Leesburg within the boundaries of the Lake County Municipal Taxing Unity for Ambulance and Emergency Medical Services (the "MSTU"), subject to the adoption of an approving ordinance by the City Commission of the City of Leesburg; and

WHEREAS, the City Commission of the City of Leesburg, Florida, previously agreed by Ordinance No. 00 - 29, and subsequent ordinances extending the approval, to be included in the MSTU, which has been mutually beneficial; and

WHEREAS, the City once again wishes to extend its inclusion within the MSTU for an additional one (1) year term upon expiration of the current term on September 30, 2025.

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

SECTION I. The City Commission of the City of Leesburg hereby consents to the inclusion of the City of Leesburg within the boundaries of the "Lake County Municipal Service Taxing Unit for Ambulance and Emergency Medical Services."

SECTION II. The date on which Ordinance No. 00-29 expires is hereby amended to September 30, 2026.

SECTION III. All ordinances or part of ordinances which are in conflict with this Ordinance are hereby repealed, to the extent necessary to alleviate the conflict, but shall continue in effect insofar as they are not in conflict herewith, unless repeal of the conflicting portion destroys the overall intent and effect of any of the conflicting ordinance, in which case those ordinances so affected shall be hereby repealed in their entirety.

SECTION IV. If any portion of this Ordinance is declared invalid or unenforceable, and to the extent that it is possible to do so without destroying the overall intent and effect of this Ordinance, the portion deemed invalid or unenforceable shall be severed here from and the remainder of the ordinance shall continue in full force and effect as if it were enacted without including the portion found to be invalid or unenforceable.

SECTION V. This Ordinance shall become effective upon its passage and adoption according to law.

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

THE CITY OF LEESBURG, FLORIDA

Mayor

ATTEST:

City Clerk

Business Impact Estimate

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes.

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City's website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference:

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CONSENTING TO THE INCLUSION OF THE CITY OF LEESBURG, FLORIDA, WITHIN THE COUNTYWIDE MUNICIPAL SERVICE TAXING UNIT FOR THE PROVISION OF AMBULANCE AND EMERGENCY MEDICAL SERVICES, AS ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS OF LAKE COUNTY, FLORIDA; PROVIDING FOR THE CITY TO BE INCLUDED WITHIN SAID M.S.T.U. FOR A SPECIFIC TERM OF YEARS; PROVIDING FOR CONFLICTS; AND PROVIDING AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law¹ for the proposed ordinance, but the City is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☒ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
 - c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or

¹ See Section 166.041(4)(c), Florida Statutes.

- d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City hereby publishes the following information:

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):

The City Commission of the City of Leesburg, Florida has determined that it is in the best interest of and serves the health, safety, and general welfare of the residents of Leesburg to include the City of Leesburg within the Lake County municipal service taxing unit for ambulance and emergency medical services. The purpose of the ordinance is formally consent to the inclusion of the City of Leesburg within the boundaries of the "Lake County Municipal Service Taxing Unity for Ambulance and Emergency Medical Services."

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, if any: **Property owners will be assessed at 0.4629 Mills**

(a) An estimate of direct compliance costs that businesses may reasonably incur; **Varies per property.**

(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and **Existing assessment being extended.**

(c) An estimate of the City's costs, including estimated revenues from any new charges or fees to cover such costs. **No new charges or fees proposed.**

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance: **All businesses in the city limits.**

4. Additional information the governing body deems useful (if any): **N/A**

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.C.3.

Meeting Date: September 22, 2025

From: Al Minner, (City Manager)

Subject: An Ordinance of the City of Leesburg, Florida, amending Section 7-170 of the City of Leesburg Code of Ordinances, amending the existing Facade, Sign and Landscape Grant Program, expressing purpose, eligible locations; creating an application process and criteria; setting forth requirements and conditions; implementing procedures; repealing conflicting ordinances; providing a savings clause; and providing for an effective date.

Staff Recommendation:

Approve first reading and set second final reading of ordinance.

Analysis:

At the request of Mayor Reisman, the attached ordinance modifies the existing Facade, Signage and Landscape (FSL Grant) Grant program. The modification increases maximum funding from an 80/20 max funding of \$20,000 to a 90/10 max funding of \$50,000 grant program. The purpose if the modification is to increase participation in the program. At this time, there is an assumption that signage costs have increased beyond the amount that makes the City's program attractive. In addition, with a significant number of non-conforming signs on major City corridors, the aim is to increase funding to get non-conforming signs replaced with newer, monument-style signage.

Procurement Analysis:

N/A

Options:

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

Fiscal Impact:

The FSL program is funded at the discretion of the City Commission. The FY 26 Budget contemplates a \$500,000 FSL allocation in the 441/27 CRA and funds are available in the Carver Heights, Downtown and General Fund, should the Commission chose to make such allocations.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, AMENDING SECTION 7-170 OF THE CITY OF LEESBURG CODE OF ORDINANCES, AMENDING THE EXISTING FAÇADE, SIGN AND LANDSCAPE GRANT PROGRAM, EXPRESSING PURPOSE, ELIGIBLE LOCATIONS; CREATING AN APPLICATION PROCESS AND CRITERIA; SETTING FORTH REQUIREMENTS AND CONDITIONS; IMPLEMENTING PROCEDURES; REPEALING CONFLICTING ORDINANCES; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION 1.

Section 7-170 of the Code of Ordinances of the City of Leesburg, Florida, is hereby modified and readopted as set forth below:

A. PURPOSE, COMPLIANCE AND DISCRETION

1. The City of Leesburg's Façade, Signage and Landscaping Improvement Grant Program (FSL Grant) is a program designed to encourage private investment in visible exterior property, building and sign improvements that enhance the value of commercial/residential property; while meeting the intent and mission of the City to improve the aesthetics and ambiance of specific major corridors. The program may provide as much as **\$50,000**. Funds appropriated annually by the City Commission and funding shall be available on a first come first serve basis. However, the program may be subject to the availability of funds, as determined by the City Commission.
2. FSL Grants must support the goals of the City Commission and be in compliance with corresponding building signage, architectural standards and other City regulations.
3. Applicants are reminded that grant awards made are discretionary in nature and should not be considered an entitlement by the applicant. All grant criteria contained herein are guidelines for awards and successful applicants may receive any amount up to the maximum award. Should an application meet all grant criteria, a grant may or may not be awarded at the City Commission's discretion due to a number of circumstances such as funding limitations, competing applications, and/or competing priorities.

B. ELIGIBILITY REQUIREMENTS

1. The FSL Grant Program is available to businesses and/or building owners that are located with the target districts, as specified in Exhibit "A". These districts include areas within the City's CRA boundaries that have frontage on roadways to include U.S.27, U.S. 441, Main

Street, plus all properties fronting Dixie Avenue and South Street. Businesses applying for the FSL Grant must be properly licensed and applicants must be a permitted/conforming use within the district.

2. Applications will not be accepted from property owners (and tenants of the property owners) who are delinquent on their property taxes. Applicants must not have any outstanding code liens or code violations that cannot be remedied with this grant assistance.

C. ELIGIBLE IMPROVEMENTS

1. The FSL Grant Program shall provide matching funds for exterior (street side) improvements that are consistent with and further the implementation of the Land Development Code, respective CRA Redevelopment Plans and the City Comprehensive Plan. Funds may be used for the following improvements:
 - a. Replacement of windows and doors;
 - b. Exterior painting or siding as part of an overall façade renovation program. For example, painting is an eligible expense when done in conjunction with other major exterior improvements such as roofline changes, dormers, gable.
 - c. New signs as part of an overall improvement program for an existing improved property and removal of existing non-conforming and blighted signs;
 - d. Landscaping when associated with a Façade Renovation Program, replacement of a non-conforming sign, or an overall improvement program for an existing improved property;
 - e. Exterior architectural amenities (e.g., addition or improvement of balconies, porches or arcades);
 - f. Awnings and shutters, other exterior (street-side) façade improvements (considered by the Commission on a case-by-case basis);
 - g. Architectural, engineering or landscape architectural services to design improvements may be funded through this program (maximum of 10% of total grant award).

****NOTE: This list is illustrative.***

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

D. NON-ELIGIBLE IMPROVEMENTS

1. The FSL Grant Program cannot be used to fund **miscellaneous maintenance items not provided in Section C**, interior renovations or roof repair. **The FSL grant can be used to fully replace, non-conforming signs.**

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

E. AVAILABLE FUNDING AND MATCHING REQUIREMENT

1. The City shall fund this program from various sources to include, the Downtown Leesburg CRA; 441/27 CRA; Carver Heights CRA; and the General Fund. It is anticipated that 3-5

projects per year will receive funding; however, if additional funding is available, more funding cycles may be considered.

2. All façade, signage and landscaping grants shall be funded **90% by the City and 10% by the applicant. The City's portion shall not exceed \$50,000.**

F. APPLICATION PROCESS AND DEADLINE

1. Applications will be accepted on a first come, first served basis.
2. **It is the intent of the City Commission to conduct one** ~~As long as the FSL Grant Program annually, is funded, there will be an annual grant cycle~~ commencing on October 1 each year. All applications for funding shall be due on November 15 or the next immediate workday if the day is a holiday or weekend.
3. Application deadlines may change if funding levels permit additional grant cycles. In that case, **and there will be no deadline for application, provided that the application is processed pursuant to section F.4 of this policy.** ~~the City will announce an additional cycle with an opening and closing application deadline.~~
4. The following application process shall be used for all grant applications submitted under this section:
 - a. The applicant receives an FSL Grant Program Application. Application forms are available in the following locations:
 - i. City Hall – 501 West Meadow Street;
 - ii. Planning and Zoning Department - 204 South Fifth Street;
 - iii. The Leesburg Area Chamber of Commerce- 1195 W Magnolia St.; and
 - iv. The City of Leesburg website: www.leesburgflorida.gov.
 - b. The applicant completes the application and submits it to the City for review and consistency with the CRA Redevelopment Plan, the Land Development Code, the **City Comprehensive Plan** and any other applicable plans. The application package includes the following:
 - i. Completed application;
 - ii. Proof of ownership of the property;
 - iii. Proof of paid property taxes (current and prior years);
 - iv. Copy of an estimate for the work to be completed;
 - v. Photos of area to be improved;
 - vi. Other information as needed to ensure all proposed work will be performed to meet the guidelines herein.
 - c. The applicant is responsible for all building and other permits and fees associated with the proposed project.
 - d. Applicants are advised to submit a complete application and all supporting materials pursuant to the instructions in the packet. Incomplete applications may not be reviewed.

- e. The FSL Committee shall review the applications according to the program selection criteria and shall score the grant application based upon the FSL grant criteria established herein. The FSL Committee shall forward a recommendation to the City Commission for final grant consideration. The Commission shall approve, approve with modifications, or deny the funding application.
- f. The FSL Committee shall consist of three (3) individuals, to include the City Manager or Deputy City Manager, the Planning and Zoning Director and the Housing Director.
- g. FSL grant applications will not be considered if the single building/property under the same ownership has received maximum grant funds ~~(\$15,000)~~ **(\$50,000)** within two previous fiscal years. Additionally, points will be awarded to first time applicants and/or applicants that have not previously received a grant in the past two years.
- h. The following FSL Grant selection criteria may be used to review and rate applications for final funding. Criteria is derived from the goals and objectives of the City's adopted Redevelopment Plan(s), as well as the City's adopted Comprehensive Plan. Criteria are weighted with a maximum score of 100 points, as follows:
 - i. Streetscape Aesthetics and Functionality and Quality of Design (Up to 30 Points) – Degree to which the proposed project enhances the streetscapes of Leesburg, including the addition or enhancement of display windows, awnings, landscaping, handicapped accessibility and architectural amenities such as arcades, balconies and porches. Points are awarded for achieving the goals of the Redevelopment District, the Comprehensive Plan and remedying non-conformities.
 - ii. Conformity to City Regulations and Redevelopment Goals (Up to 25 Points) – Degree to which the proposed project promotes the character of Leesburg and promotes redevelopment goals through the use of urban design principles, site design, architecture, materials, color, landscaping and other visual elements.
 - iii. Removal of Slum and Blight and Positive Impact to Neighborhood (Up to 25 Points) – Degree to which the proposed project upgrades or eliminates substandard structures, code violations and/or eliminates non-conforming uses, as well as achieving the redevelopment goals of the City of Leesburg.
 - iv. Historic Preservation and Materials (Up to 15 Points) – Degree to which the proposed project promotes the historic character of Leesburg, through historic preservation, adaptive re-use of historic structures, site design, architecture, materials, landscaping and other visual and physical amenities.
 - v. Previous Grant Assistance (Up to 5 Points) – Applicants who have not been awarded the grant in the previous two years are eligible for five (5) points.

G. GRANT AWARD BY THE CITY COMMISSION OR CRA COMMISSION

1. The FSL Committee will review the applications according to the program selection criteria and shall score the grant application based upon the FSL grant criteria established herein. The FSL Committee shall forward a recommendation to the City Commission of respective Community Redevelopment Agency (CRA) Board for final grant consideration. The Commission or CRA Board shall approve, approve with modifications or deny the funding

application at a regular meeting of the City Commission or respective CRA meeting.

2. The FSL Committee consists of three (3) individuals, including the City Manager or Deputy City Manager, the Planning and Zoning Manager, and the Housing Director.
3. The City Commission or CRA Board shall have sole authority to award FSL grants. If a grant application is denied, the applicant may reapply during the next funding cycle. The Commission's or CRA Board's decision shall be final.

H. FSL GRANT FINAL FUNDING TO APPROVED GRANT RECIPIENTS

1. For approved grant projects, prior to construction of improvements, the applicant must submit and receive applicable building and other regulatory permits.
2. Approved Applicants will receive grant funds after the project is completed and all associated costs have been paid. Upon completion of approved work, in order to receive grant payment, the applicant must submit documentation of work completed and proof of payment. It is the responsibility of the award recipient to maintain proper documentation of funds expended in the course of completing the improvement project. Release of funds is subject to submission, review and approval of this documentation. All improvements must be completed essentially as presented to the City Commission or CRA Board in order to receive payment.
3. If the project is not completed, has not commenced, is not approved at its final inspection, or does not receive its final inspection within one (1) year of award, the grant award shall expire and the applicant shall not receive pledged funds. The applicant may request a six-month extension. Only the Commission or CRA Board, may grant extensions.
4. Upon completion of the improvements and approval by the City and final inspection, the applicant must submit a "reimbursement package" to the City which shall include the following:
 - a. Completed reimbursement form (provided by the City);
 - b. Copies of applicable invoices or receipts;
 - c. Proof of payment for improvements; and,
 - d. Before/After photos of the improvements.

I. MISCELLANEOUS INFORMATION

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

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

THE CITY OF LEESBURG, FLORIDA

Alan Reisman, Mayor

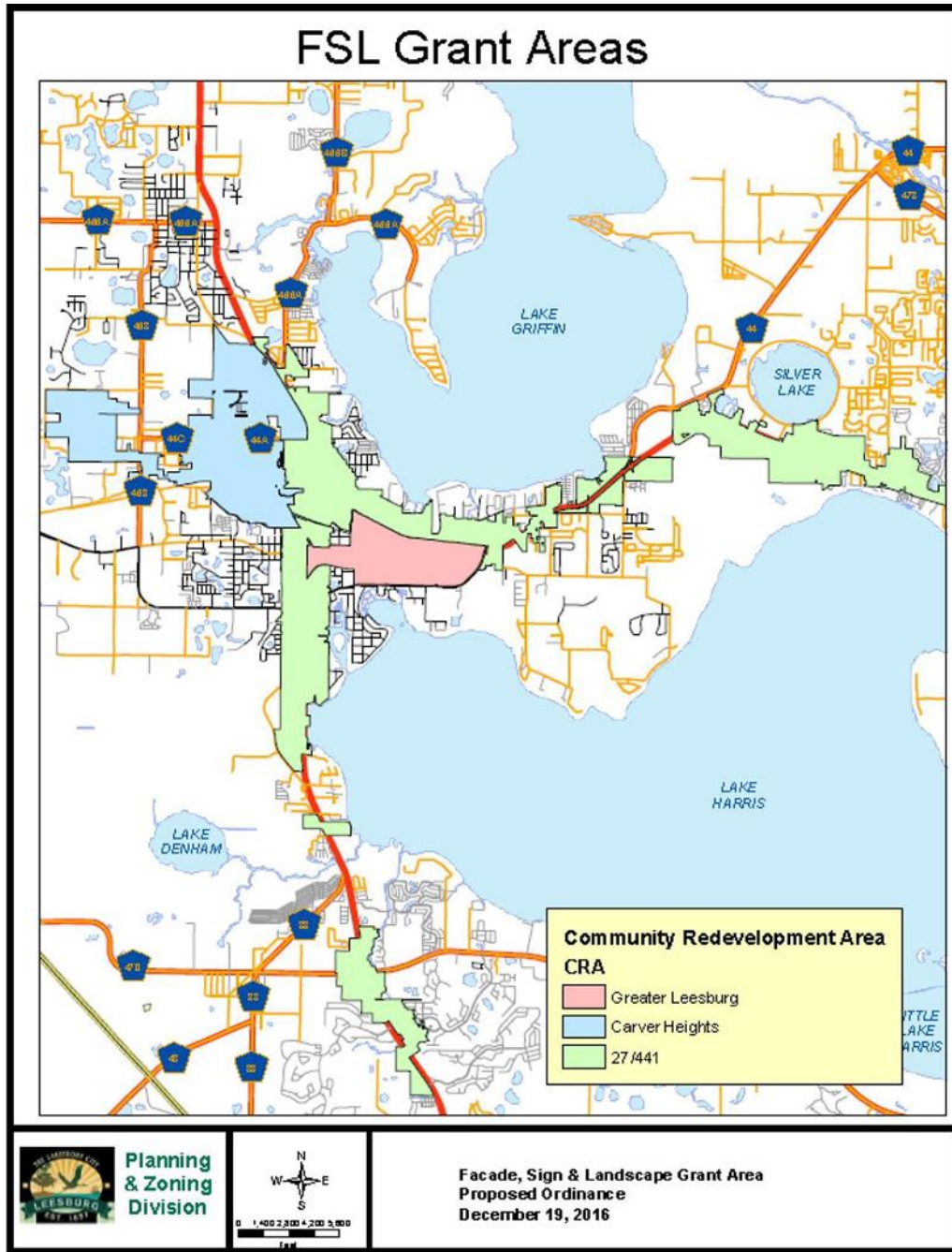
ATTEST:

City Clerk

DISCLAIMER NOTE:

Neither the City of Leesburg, nor its affiliates, shall be responsible for planning, design, or construction of improvements to property owned by the applicant. No warranties or guarantees expressed or implied by the description of, application for, or participation in the Façade, Signage and Landscaping Improvement Grant Program. The applicant is advised to consult with licensed architects, engineers, or building contractors before proceeding with final plans for construction.

MAP OF CRA BOUNDARY



FSL GRANT APPLICATION

FAÇADE IMPROVEMENT GRANT PROGRAM

1. Project Location:

Address of Property to be improved:

Assessor Parcel Number(s): _____

Name of Business(es) in Project _____

Building Frontage Measurement of Project: _____

2. *Applicant Information:*

Name: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Phone: _____

Email: _____

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

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

3. **Businesses or Services Offered on Site:**

4. **Description of Proposed Improvements:**

5. **Please identify ways in which this project supports the Overlay District Concepts**

6. **Submittals** - Applications **must** include the following materials, if applicable, for consideration by the City:

- Photos of the Project
- Business Description
- Sign and/or Awning Renderings
- Color Samples
- Architectural Concepts – If Applicable

7. Estimated Costs and Timing: Please provide copies of three vendor bids/estimates or other documentation of cost estimates for all project work.

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

TOTAL ESTIMATED COST: _____

ESTIMATED COMPLETION DATE:_____

SIGNATURES

Signed:_____

Applicant and/or Property Owner

Date:_____

Printed Name:_____

Property Owner – If Required:_____

Date:_____

Printed Name:_____

This Section for City Use

Amount Recommended: \$_____

Recommendation to Commission/CRA:_____

Date Reviewed:

Action:

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.C.4.

Meeting Date: September 22, 2025

From: Cliff Kelsey, (Public Works Director)

Subject: An Ordinance of the City of Leesburg, Florida regulating City of Leesburg Water and Wastewater Capacity Impact Fees; providing for legislative findings and intent; adopting a Water and Wastewater System Impact Fee Study dated September 4, 2025, as amended; Amending Chapter 22 - 'Utilities' of the Code of Ordinances relating to Water and Wastewater Utility Impact Fees; providing for codification and scrivener's errors; providing for conflicts; providing for a savings clause; providing for severability; and providing an effective date.

Staff Recommendation:

Staff recommends amending Chapter 22 - 'Utilities' of the Code of Ordinances relating to Water and Wastewater Utility Impact Fees in order to adopt the findings and recommendations of the Water and Wastewater System Impact Fee Study dated September 4, 2025.

Analysis:

In order to keep pace with rapidly escalating construction costs, population growth, and increasing demands on the City's utility systems, an increase in the City's Water and Wastewater Capacity Impact Fees are necessary and justifiable.

Procurement Analysis:

N/A

Options:

1. Approve the resolution to Amend Chapter 22 - 'Utilities' of the Code of Ordinances relating to Water and Wastewater Utility Impact Fees; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

N/A

ORDINANCE 2025-

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA REGULATING CITY OF LEESBURG WATER AND WASTEWATER CAPACITY IMPACT FEES; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; ADOPTING A WATER AND WASTEWATER SYSTEM IMPACT FEE STUDY DATED SEPTEMBER 4, 2025, AS AMENDED; AMENDING CHAPTER 22 – ‘UTILITIES’ OF THE CODE OF ORDINANCES RELATING TO WATER AND WASTEWATER UTILITY IMPACT FEES; PROVIDING FOR CODIFICATION AND SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR A SAVINGS CLAUSE; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, impact fees are a funding mechanism that a local government may utilize to pay for public improvements that are necessary to serve new growth; and

WHEREAS, impact fees must satisfy a dual rational nexus test to be constitutional, which requires the City to demonstrate both (a) a reasonable connection between the need for additional capital facilities and the new development that pays the fee, and (b) that a special benefit is conferred upon the fee payers; and

WHEREAS, Article VII, *Water System and Wastewater System Capacity Impact Fees*, of the City of Leesburg’s Code of Ordinances, and Section 191.009, Florida Statutes, authorize the City to assess impact fees for capital improvements on new construction within its boundaries; and

WHEREAS, the City Commission originally adopted Ordinance No. 009 in 1989 establishing a rate for water system capacity impact fees of \$820.00 per ERU and wastewater system capacity impact fees of \$1,940.00 per ERU; and

WHEREAS, Section 163.31801, Florida Statutes (the “Florida Impact Fee Act”), codifies case law and Attorney General Opinions regarding the adoption, collection, and administration of impact fees, and imposes additional statutory requirements governing their levy; and

WHEREAS, the City Commission contracted with Raftelis Financial Consultants, Inc. (“Raftelis”), through Jones Edmunds & Associates, Inc., to complete a Water System and Wastewater System Impact Fee Study (“Study”), initiated on January 15, 2025, with a kickoff meeting on January 20, 2025; and

WHEREAS, the Study, attached as Exhibit A, is based on the most recent and localized data available, prepared within four years of this impact fee update, and is being adopted within 12 months of initiation as required by law; and

WHEREAS, the Study concludes that the maximum legally defensible water impact fee is \$2,039 per Equivalent Residential Unit (ERU) and the maximum legally defensible wastewater impact fee is \$4,567 per ERU; and

WHEREAS, in July 2025 the City Commission directed Raftelis to conduct a demonstrated-need analysis to determine whether extraordinary circumstances exist under Section 163.31801(6)(g), Florida Statutes, to justify exceeding the statutory phase-in limitations; and

WHEREAS, based on the demonstrated-need analysis, the City Commission finds that extraordinary circumstances exist, including rapidly escalating construction costs, population growth, and increasing demands on the City's utility systems, which necessitate the City's adoption of the full impact fee rates without phase-in; and

WHEREAS, the City Commission held two publicly noticed workshops dedicated to the extraordinary circumstances issue on August 11 and August 25, 2025; and

WHEREAS, the City Commission finds that the impact fees satisfy all statutory requirements, including but not limited to:

- being based on the most recent and localized data (§163.31801(4)(a));
- maintaining separate trust funds and accounting for revenues/expenditures (§163.31801(4)(b));
- limiting administrative costs to actual collection expenses (§163.31801(4)(c));
- providing not less than ninety (90) days' notice before the increased impact fees take effect (§163.31801(4)(d));
- demonstrating proportionality and rational nexus between the need for facilities and the new development generating the impact (§163.31801(4)(f)-(g));
- restricting expenditures to acquiring, constructing, or improving capital facilities to benefit new users (§163.31801(4)(h)); and
- prohibiting the use of impact fees for existing debt or previously approved projects except as permitted under §163.31801(4)(i); and

WHEREAS, the City Commission has determined that adoption of the updated impact fee ordinance and implementation of water and wastewater impact fees consistent with the Study is in the best interest of the citizens of the City of Leesburg.

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

Section 1. Recitals. The recitals set forth above are hereby adopted as the City Commission's legislative findings and incorporated herein by reference.

Section 2. Amendment. Chapter 22—‘Utilities,’ Article VII – ‘Water System and Wastewater System Capacity Impact Fees,’ of the City of Leesburg Code of Ordinances is hereby amended as follows:

Note: Underlined words of this constitute the new text of the City of Leesburg Code of Ordinances, asterisks (***) indicate an omission from the original text of the Code of Ordinances, City of Leesburg, which is intended to remain unchanged, and ~~striketrough~~ constitutes deletions from the original Code of Ordinances.

Sec. 22-324. - Adoption of water system capacity impact fee.

(a) The city commission does hereby adopt and establish, pursuant to general law, a water system capacity impact fee of ~~eight hundred twenty dollars (\$820.00)~~two thousand thirty-nine dollars (\$2,039.00) per ERU within the city's water service area. The chart below, which is incorporated herein, sets forth the schedule of adopted water system capacity impact fees, which schedule shall be used to determine the water system capacity impact fee to be levied upon new structures connecting to the water system or new demand on the system created through expansion, renovation or an increase in the ERU factor.

(b) For an establishment having a nature not accurately described in the column entitled "Type of Establishment" in the chart, a provisional water system capacity impact fee shall be computed and levied. The amount of the provisional water system capacity impact fee shall be determined by dividing the estimated annual average daily water demand of the establishment, expressed in terms of gallons per day, by a value of three hundred (300) gallons per day and multiplying the resulting ratio by a value of ~~eight hundred twenty dollars (\$820.00)~~two thousand thirty-nine dollars (\$2,039.00). After the establishment has been connected to the city's water system for one (1) year, the city shall have the right to compute the actual annual average daily demand for that first year and to compute another water system capacity impact fee in the same manner as was performed using the estimate of demand provided by the establishment. If the resulting fee exceeds the provisional impact fee based upon the estimate of demand provided by the establishment, the establishment shall pay to the city the difference between the higher impact fee and the original impact fee. After the establishment has been connected to the city's water system for a period of two (2) years, the city shall have the right to compute the actual annual average daily demand for that second year and to compute another water system capacity impact fee in the same manner as was performed using the estimate of demand provided by the establishment. The highest of the three (3) water system capacity impact fees computed shall constitute the final water system capacity impact fee, and the establishment shall pay to the city the difference between the amount of the final impact fee and the amount of provisional impact fees previously paid. In no event shall the amount of the final water system capacity impact fee be less than the provisional water system capacity impact fee calculated initially.

(c) If the nature of an establishment changes, whether by change of use by the existing owner or by sale to a new owner, or at any time there is an increase in the ERU factor for an establishment, the city shall have the right to compute the water system capacity impact fee at the then prevailing rate based upon the new use or increase and to recover the difference

between the amount of any greater water system capacity impact fee so calculated and cumulative amount(s) of any water system capacity impact fees previously paid or which would have been paid had the establishment not been exempt. In no event shall the city be required to reimburse impact fees for a change of use resulting in a lesser demand upon the capacity of the water system.

Schedule of Water System Capacity Impact Fees

Type of Establishment	Basis of Factor	ERU Factor	Impact Fee
<i>Residential:</i>			
Single Family Home	Per Unit	1.000	\$820.00 <u>2,039.00</u>
Duplex (1 or 2 bedroom)	Per Unit	0.833	683.00 <u>1,698.00</u>
Duplex (3 or more bedrooms)	Per Unit	1.000	820.00 <u>2,039.00</u>
Multi-Family (1 or 2 bedrooms)	Per Unit	0.833	683.00 <u>1,698.00</u>
Multi-Family (3 or more bedrooms)	Per Unit	1.000	820.00 <u>2,039.00</u>
Mobile Home (1 or 2 bedrooms)	Per Unit	0.667	547.00 <u>1,360.00</u>
Mobile Home (3 or more bedrooms)	Per Unit	0.833	683.00 <u>1,698.00</u>
<i>Commercial and Institutional:</i>			
Auditorium	Per Seat	0.017	\$ 14.00 <u>34.00</u>
Barber/Beauty Shop	Per Operator Station	0.800	656.00 <u>1631.00</u>
Bowling Alley	Per Lane	0.333	273.00 <u>679.00</u>
Restaurant/Cafeteria	Per Seat	0.100	82.00 <u>204.00</u>
Restaurant (24 hours)	Per Seat	0.167	137.00 <u>340.00</u>
Restaurant ("Fast Food")	Per Seat	0.100	82.00 <u>204.00</u>
Bar/Cocktail Lounge	Per Seat	0.100	82.00 <u>204.00</u>
Hotel/Motel (no food service)	Per Room	0.500	410.00 <u>1,019.00</u>
<i>Industrial Building:</i>			
Without Showers	Per Employee	0.067	55.00 <u>136.00</u>
With Showers	Per Employee	0.117	96.00 <u>238.00</u>
Laundry (Self-Service)	Per Machine	1.333	1,091.00 <u>2,718.00</u>
Office Building	Per Employee	0.067	55.00 <u>136.00</u>
Retail Establishment	Per Employee	0.067	55.00 <u>136.00</u>
Service Station	Per Bay	1.000	820.00 <u>2,039.00</u>
Additional for Wash Bays	Per Wash Bay	1.000	820.00 <u>2,039.00</u>
Additional for Toilet Rooms	Per Toilet Room	1.000	820.00 <u>2,039.00</u>
Theater	Per Seat	0.017	14.00 <u>34.00</u>
Trailer Park (overnight)	Per Space	0.500	410.00 <u>1,019.00</u>
Dentist Office	Per Wet Chair	0.667	547.00 <u>1,360.00</u>
Doctor Office	Per Doctor	0.833	683.00 <u>1,698.00</u>
Church	Per Seat	0.017	14.00 <u>34.00</u>
Hospital	Per Bed	0.833	683.00 <u>1,698.00</u>
Nursing Home	Per Bed	0.417	342.00 <u>850.00</u>
<i>Schools:</i>			
Commuter School	Per Student	0.083	68.00 <u>169.00</u>

Board School	Per Student	0.250	205.00 <u>509.00</u>
--------------	-------------	-------	---------------------------------

Sec. 22-325. - Adoption of wastewater system capacity impact fee.

(a) The city commission does hereby adopt and establish, pursuant to general law, a wastewater system capacity impact fee of four thousand five hundred sixty-seven dollars (\$4,567.00) ~~one thousand nine hundred and forty dollars (\$1,940.00)~~ per ERU within the city's wastewater service area. The table below, which is incorporated herein, sets forth the schedule of adopted wastewater system capacity impact fees which schedule shall be used to determine the wastewater system capacity impact fee to be levied upon new structures connecting to the wastewater system or new demand on the system created through expansion, renovation or an increase in the ERU factor.

(b) For an establishment having a nature not accurately described in the column entitled "Type of Establishment" in the table below, the following procedure shall be used to determine the amount of the wastewater system capacity impact fee. If the wastewater has essentially the characteristics of domestic strength wastewater, the wastewater system capacity impact fee shall be determined by dividing the estimated annual average daily wastewater flow of the establishment, expressed in terms of gallons per day, by a value of two hundred fifty (250) gallons per day and multiplying the resulting ratio by a value of four thousand five hundred sixty-nine dollars (\$4,569.00) ~~one thousand nine hundred and forty dollars (\$1,940.00)~~. If the wastewater has characteristics of an industrial strength waste, the establishment shall provide the city with an engineering report, the cost of said report to be borne by the establishment, characterizing the waste stream in terms of average and peak flow rates, and in terms of concentrations of various waste components indicated as relevant by the city. The city shall use the waste stream characterization of said study to compute the pro rata share of cost of the establishment for wastewater system capacity, which cost shall be included in the contract customarily executed between the city and the new industrial establishment.

(c) If the nature of an establishment changes, whether by change of use by the existing owner or by sale to a new owner, or at any time there is an increase in the ERU factor for an establishment, the city shall have the right to compute the wastewater system capacity impact fee at the then prevailing rate based upon the new use and to recover the difference between the amount of any greater wastewater system capacity impact fee so calculated and cumulative amount(s) of any wastewater system capacity impact fees previously paid, or which would have been paid had the establishment not been exempt. In no event shall the city be required to reimburse impact fees for a change of use resulting in a lesser demand upon the capacity of the wastewater system.

Schedule of Wastewater System Capacity Impact Fees

Single family residences are exempt from wastewater fees if utility bill shows they are paying pollution abatement.

Type of Establishment	Basis of Factor	ERU Factor	Impact Fee
<i>Residential:</i>			
Single Family Home	Per Unit	1.000	\$1,940.00 <u>\$4,567.00</u>
Duplex (1 or 2 bedrooms)	Per Unit	0.833	1,616.00 <u>3,804.00</u>
Duplex (3 or more bedrooms)	Per Unit	1.000	1,940.00 <u>4,567.00</u>
Multi-Family (1 or 2 bedrooms)	Per Unit	0.833	1,616.00 <u>3,046.00</u>
Multi-Family (3 or more bedrooms)	Per Unit	1.000	1,940.00 <u>3,804.00</u>
Mobile Home (1 or 2 bedrooms)	Per Unit	0.667	1,294.00 <u>3,046.00</u>
Mobile Home (3 or more bedrooms)	Per Unit	0.833	1,616.00 <u>3,804.00</u>
<i>Commercial and Institutional:</i>			
Auditorium	Per Seat	0.017	\$ 33.00 <u>77.00</u>
Barber/Beauty Shop	Per Operator Station	0.800	1,552.00 <u>3,653.00</u>
Bowling Alley	Per Lane	0.333	646.00 <u>1,520.00</u>
Restaurant/Cafeteria	Per Seat	0.100	194.00 <u>456.00</u>
Restaurant (24 hours)	Per Seat	0.167	324.00 <u>762.00</u>
Restaurant ("Fast Food")	Per Seat	0.100	194.00 <u>456.00</u>
Bar/Cocktail Lounge	Per Seat	0.100	194.00 <u>456.00</u>
Hotel/Motel (no food service)	Per Room	0.500	970.00 <u>2,283.00</u>
<i>Industrial Building:</i>			
Without Showers	Per Employee	0.067	130.00 <u>306.00</u>
With Showers	Per Employee	0.117	227.00 <u>534.00</u>
Laundry (Self-Service)	Per Machine	1.333	2,580.00 <u>6,087.00</u>
Office Building	Per Employee	0.067	130.00 <u>306.00</u>
Retail Establishment	Per Employee	0.067	130.00 <u>306.00</u>
Service Station	Per Bay	1.000	1,940.00 <u>4,567.00</u>
Additional for Wash Bays	Per Wash Bay	1.000	1,940.00 <u>4,567.00</u>
Additional for Toilet Rooms	Per Toilet Room	1.000	1,940.00 <u>4,567.00</u>
Theater	Per Seat	0.017	33.00 <u>77.00</u>
Trailer Park (overnight)	Per Space	0.500	970.00 <u>2,283.00</u>
Dentist Office	Per Wet Chair	0.667	1,294.00 <u>3,046.00</u>
Doctor Office	Per Doctor	0.833	1,616.00 <u>3,804.00</u>
Church	Per Seat	0.017	33.00 <u>77.00</u>
Hospital	Per Bed	0.833	1,616.00 <u>3,804.00</u>
Nursing Home	Per Bed	0.417	809.00 <u>1,904.00</u>
<i>Schools:</i>			
Commuter School	Per Student	0.083	161.00 <u>379.00</u>
Board School	Per Student	0.250	485.00 <u>1,141.00</u>

~~Sec. 22-327. -- Adjustments to water system capacity impact fee and wastewater system capacity impact fees.~~

~~On June 1 of each year after the adoption of this article, beginning on June 1, 1990, the impact fees provided for herein shall be adjusted upward, if appropriate, by the same percentage that the construction price index - 20 cities average, as published in the magazine "Engineering News Record," has increased between May 1 of the year in which the adjustment is being made and May 1 of the prior year. At no time shall the impact fees be adjusted downward.~~

Sec. 22-332. - Effective date.

This article shall take effect at 12:01 a.m. on January 11, 2026 ~~June 1, 1989~~. All those customers: (1) who are connecting facilities within the city limits and who have not yet, as of the effective date of this article, obtained building permits or having allowed existing building permits to expire for a structure or structures to be served by the city's water system and/or wastewater system; or, (2) who are connecting facilities outside the city limits, were not connected to such utility on January 11, 2026 ~~June 1, 1989~~ at 12:01 a.m. and do not have prior agreements for water capacity or wastewater capacity which specify a water or wastewater connection fee; shall be required to pay the water system capacity impact fee and/or the wastewater system capacity impact fee provided herein.

Section 4. Codification and Scrivener's Errors. The revisions to Chapter 22, City of Leesburg Code of Ordinances, as set forth in Sections 2 and 3 of this Ordinance shall be codified in the City of Leesburg Code of Ordinances. The sections, divisions and provisions of this Ordinance may be renumbered or re- lettered as deemed appropriate by the codifier of the City of Leesburg Code of Ordinances. Typographical errors and other matters of a similar nature that do not affect the intent of this Ordinance, as determined by the City Clerk and City Attorney, may be corrected with the endorsement of the City Manager, or designee, without the need for a public hearing.

Section 5. Savings Clause. All prior actions of the City pertaining to the City of Leesburg Code of Ordinances, Chapter 22 – Utilities,' as well as any and all other applicable matters set forth herein, are hereby ratified and affirmed consistent with the provisions of this Ordinance.

Section 6. Severability. If any section, sentence, phrase, word, or portion of this Ordinance is determined to be invalid, unlawful or unconstitutional, said determination shall not be held to invalidate or impair the validity, force or effect of any other section, sentence, phrase, word, or portion of this Ordinance not otherwise determined to be invalid, unlawful, or unconstitutional.

Section 7. Conflicts. All ordinances or part of ordinances in conflict with this

Ordinance are hereby repealed; provided, however, that any code or ordinance that provides for an alternative process to effectuate the general purposes of this Ordinance shall not be deemed a conflicting code or ordinance.

Section 8. Effective Date. This Ordinance shall become effective on January 11, 2026, which is ninety (90) days from the date of adoption of this Ordinance, pursuant to §163.31801, Florida Statutes.

PASSED AND ORDAINED this ____ day of _____ 2025, approved by at least a two-thirds vote of the City Commission of the City of Leesburg, Florida.

THE CITY OF LEESBURG, FLORIDA

Alan Reisman, Mayor

ATTEST:

Andi Purvis, City Clerk

Approved as to form:

William Grant Watson, City Attorney

CITY OF **LEESBURG, FL**

Water and Wastewater System Impact Fee Study

September 4, 2025



September 4, 2025

Mr. Clifford Kelsey
Public Works Director
City of Leesburg
501 West Meadow Street
Leesburg, FL 34748

Subject: **Water and Wastewater Impact Fee Study**

Dear Mr. Kelsey:

We have completed our study of the water and wastewater impact fees for the City of Leesburg (the “City”) and have summarized the results of our analysis, assumptions, and conclusions in this report, which is submitted for your consideration. This report summarizes the basis for the proposed water and wastewater utility system impact fees that provide funds to help meet the City’s capital expenditure requirements.

During the course of the study, it was determined that the proposed impact fees should meet a number of goals and objectives. These goals and objectives dealt primarily with charge sufficiency and criteria necessary to implement a valid charge. Specifically, the major objectives considered in this study included:

- The impact fees should be sufficient to fund the projected capital requirements associated with providing service to new growth and development.
- The impact fees should not be used to fund any capital deficiencies associated with providing services to existing customers.
- The Impact fees should be based upon reasonable level of service standards that meet the needs of the City, do not create an unfair burden relative to capital needs, and are similar to industry standards.

The proposed impact fees presented in this report are designed to meet the above objectives. As such, based on information provided by the City and the assumptions and considerations reflected in this report, Raftelis Financial Consultants, Inc. (“Raftelis”) considers the proposed charges to be cost-based, reasonable, and representative of the capital funding requirements of the City.

(Remainder of page intentionally left blank)

Mr. Kelsey
City of Leesburg
September 4, 2025
Page 2

We appreciate the cooperation and assistance given to us by the City and its staff in the completion of the study.

Very truly yours,

Raftelis Financial Consultants, Inc.

Henry L. Thomas
Senior Vice President



Shawn Ocasio
Senior Manager



Michael Noga
Consultant



HLT/dlc
Attachments

Table of Contents

LETTER OF TRANSMITTAL

TABLE OF CONTENTS.....i

LIST OF TABLESiv

LIST OF TABLES II

EXECUTIVE SUMMARY..... ES-1

EXTRAORDINARY CIRCUMSTANCES..... ES-2

IMPACT FEE COMPARISON ES-3

CONCLUSIONS AND RECOMMENDATIONS..... ES-3

GENERAL..... 1-1

AUTHORIZATION..... 1-1

IMPACT FEE BACKGROUND 1-1

ACKNOWLEDGMENTS 1-2

GENERAL..... 2-1

WATER SYSTEM OVERVIEW 2-1

WASTEWATER SYSTEM OVERVIEW 2-1

LEVEL OF SERVICE REQUIREMENTS 2-1

EXISTING PLANT-IN-SERVICE 2-2

ADDITIONAL CAPITAL INVESTMENT..... 2-3

DESIGN OF WATER SYSTEM IMPACT FEE 2-4

DESIGN OF WASTEWATER SYSTEM IMPACT FEE 2-6

IMPACT FEE COMPARISONS..... 2-7

LIST OF TABLES 1

LIST OF TABLES

Table 1: Summary of Water and Wastewater Fixed Assets

Table 2: Summary of Water Capital Improvement Program by Plant Function Through Fiscal Year 2031

Table 3: Summary of Wastewater Capital Improvement Program by Plant Function Through Fiscal Year 2031

Table 4: Summary of Existing and Available Water and Wastewater Treatment Capacity

Table 5: Development of Water System Impact Fees

Table 6: Development of Wastewater System Impact Fees

Table 7: Comparison of Impact Fees for Water and Wastewater Service

Appendix A – Florida Impact Fee Act

Appendix B – Full Text of SB 1080

Appendix C - Fixed Asset Data and Asset Functionalization

EXECUTIVE SUMMARY AND RECOMMENDATIONS

Executive Summary

The purpose of a system capacity impact fee, or impact fee, is to assign, to the extent practical, growth-related capital costs to those new customers responsible for such costs. Similar to most municipalities in Florida, the City of Leesburg (the “City”) has recognized this capital funding strategy as being an appropriate method of funding the growth-related capital requirements of both the Water and Wastewater Utility Systems (hereinafter referred to individually as the “Water System” or “Wastewater System” and collectively, as the “System”).

This report addresses the impact fees associated with water and wastewater utility service. The City has retained Raftelis Financial Consultants, Inc. (“Raftelis”) to review its existing impact fees and recommend changes as necessary.

The following is a summary of the major assumptions, considerations, and conclusions developed during the preparation of the study:

1. For purposes of this report the term “Fiscal Year” is defined as the period beginning October 1st of a specific calendar year and ending September 30th of the subsequent calendar year (e.g., October 1, 2024, to September 30, 2025 is Fiscal Year 2025).
2. The method of charge application recommended to the City for its water and wastewater utility system impact fees are based on the ERU (equivalent residential units) factor per City code Sec. 22-324. This is consistent with the City’s existing methodology for fee application. The utilization of ERUs as the determining factor for the application of such charges, based on a consistent level of service per ERU, considers customer capacity/demand and is commonly used by many public utilities across the state.
3. As of September 30, 2024, the City currently has approximately \$170.1 million invested in water and wastewater system infrastructure and supporting equipment. The City also has \$127.3 million in capacity expansions, line extensions, renewal and replacements, upgrades, and other capital projects planned over the next seven (7) years (Fiscal Years 2025 through 2031).
4. The City currently operates several water treatment plants and uses several wells throughout the City’s service territory. Collectively those plants are permitted to treat and supply 28.845 million gallons per day (“MGD”) of flow on a maximum daily flow (“MDF”) basis. Three (3) of the plants have no remaining capacity available for new growth while the remaining three (3) plants have a total capacity of 20.105 GPD MDF. Using the peaking factor (peak day flow divided by average day flow) of 1.55 times calculated using the City’s monthly operating reports (“MORs”), the adjusted capacity available for growth is 12.971 MGD on an average daily flow (“ADF”) basis. Of the remaining capacity of 12.971 MGD ADF, approximately 42% is utilized, leaving 58% available for new growth.
5. The City owns and operates two wastewater treatment plants and a supporting transmission and collection/conveyance system. The wastewater plants are designed to treat a total of 8.0 MGD ADF. Based on information provided by the City, the wastewater treatment facilities are approximately 58% utilized, leaving 42% available for new growth.

6. Based on the expansion-related capital costs provided by the City, and a review of the water and wastewater capacity available to serve new growth, a water and wastewater impact fee per equivalent residential unit (“ERU”) was developed. An ERU is defined as the service providing 300 gallons per day for potable water service and 250 gallons per day for wastewater service. The proposed impact fees per ERU are shown below:

System Impact Fees (per ERU)			
Description	Existing	Proposed	Increase/ (Decrease)
Water Utility Services [*]	\$1,175.00	\$2,039.00	\$864.00
Wastewater Utility Services	2,778.00	4,567.00	1,789.00
Total	<u>\$3,953.00</u>	<u>\$6,606.00</u>	<u>\$2,653.00</u>

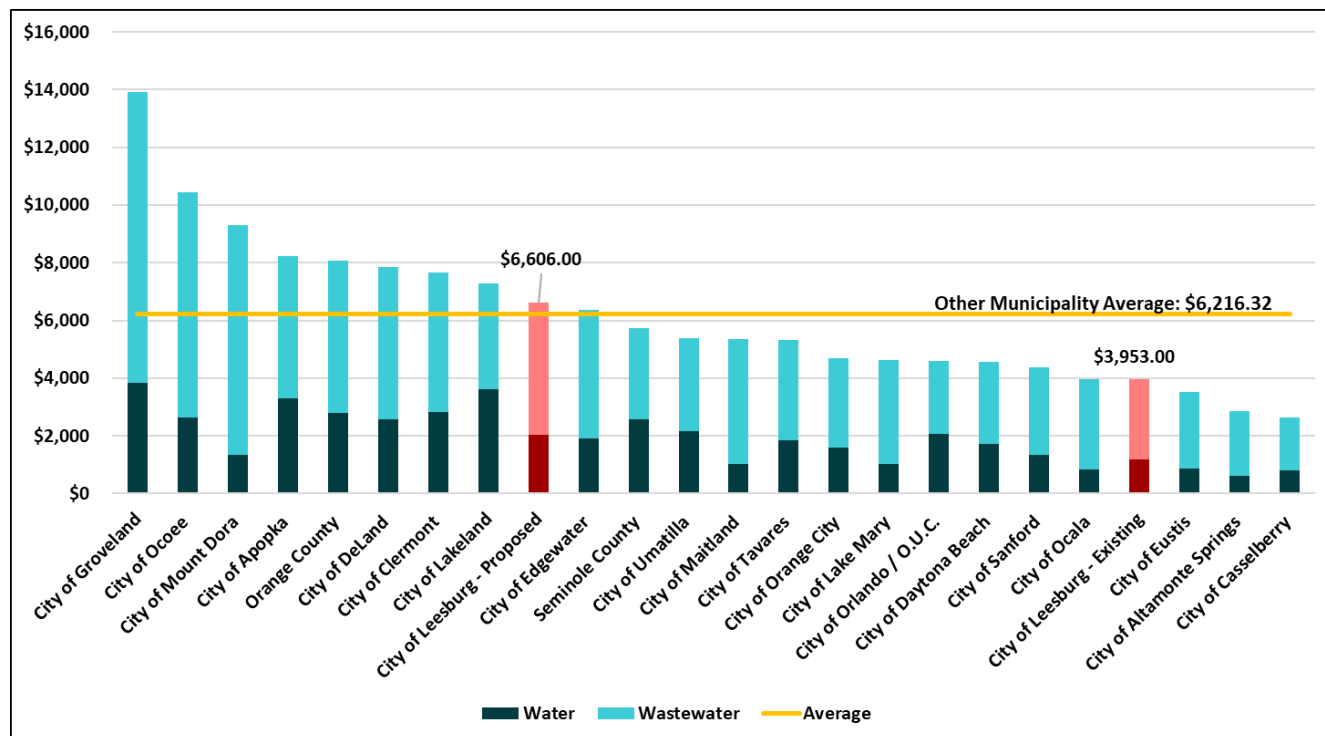
7. This City has, both historically and presently, been experiencing very significant population growth that is necessitating the significant capital improvements included in the fee analysis to continue to provide reliable service to the community. Due to this growth and the recent significant increase in capital costs (for both asset acquisition and construction) the City has elected to pursue implementation of these fees via the Extraordinary Circumstance provisions of the Florida Impact Fee Act. Further discussion on the City’s extraordinary circumstances can be found below.

Extraordinary Circumstances

In light of the 2021 updates to the Florida Impact Fee Act (F.S. 163.31801 Section 6) that provides for limitations on increasing impact fees, except under extraordinary circumstances, the above tables demonstrate the fee levels that are recommended for adoption by the City. As these proposed fee levels exceed the standard statutory maximum of 50%, the City has elected to proceed with the proposed fee implementation via the extraordinary circumstance provisions. The extraordinary circumstances impacting the City include rapid population growth historically going from 27,000 persons to approximately 37,000 persons (averaging 6.5% per year over the past five (5) years) which equates to an increase in population of almost 10,000 persons since 2020. Significant continued projected growth is anticipated as the City has 39,823 units of expansion approved since 2020 (of which the Villages Entitlement Units account for 14,185 of those units). This growth places pressure on the utility system to expand in order to maintain levels of service. Additionally, recent large inflationary impacts to capital project construction costs have impacted the projected costs to build facilities to accommodate new growth. For example, the Construction Materials Index has increased approximately 40%+ since 2019, which is greater than the total change over the prior 14 years. This index tracks the price changes of construction-related materials nationwide and demonstrates the extraordinary cost inflation being experienced by the City for materials only for projects (not including the labor cost changes for project construction). The costs of capital asset acquisition and construction have increased in an extraordinary manner in the past five (5) to six (6) years as well as compared to the system’s embedded costs. For example, the City’s embedded cost of wastewater treatment capacity (on a per gallon basis) is \$8.25 while the planned expansion costs are approximately \$26.13 per gallon of new capacity. The City has approved an updated Capital Improvement Plan (“CIP”) that identifies major investments in new facilities that will be required to serve growth that will place significantly more demand on the City’s utility system facilities. Additionally, the potential impact on the community should the City not implement the fees at the fully calculated level should be considered as this would directly impact the existing rate payers. This significant growth and substantial capital needs along with the impact to ratepayers justify the implementation of the fully calculated fees for water and wastewater utility services.

Impact Fee Comparison

Below is a comparison of the water and wastewater impact fees (on a per ERU basis) of other Florida municipalities that were surveyed as a part of the study. As can be seen on the chart below, the existing fees are well below the average and the proposed fees would place the City at just over the average of the surveyed municipalities.



Conclusions and Recommendations

Based on our assumptions, considerations, and analyses as summarized herein, Raftelis offers the following findings and conclusions for consideration by the City Commission:

- The City should consider adopting the proposed water and wastewater utility impact fees as shown above and later in this report.
- The City should review the water and wastewater utility impact fees every four years (no longer than five) to account for recent development trends, changes in capital needs, and cost allocations.
- The City should maintain separate accounting for the collection and usage of impact fees by charge type.
- The impact fees cannot be collected before the issuance of a building permit by the City.
- The City should set an effective date for collection of the new impact fees ninety (90) days from the date of adoption. This is to allow for a “grace period” for possible in-progress development.

(Remainder of page intentionally left blank)

SECTION 1 – INTRODUCTION

General

The City of Leesburg (“City”) is located in Lake County to the northwest of Orlando. The City comprises approximately 42 square miles and provides water, wastewater, and reclaimed water utility services to its residents. The permanent population for the City in 2025 is estimated to be approximately 37,000 based on projects published by the University of Florida, Bureau of Economic and Business Research (“BEBR”).

In order to ensure proper funding of the anticipated capital needs, the City authorized Raftelis to review the water and wastewater system (hereinafter referred to individually as the “Water System” or “Wastewater System” and collectively, as the “System”) impact fees in order to meet the objectives of the City to ensure that such charges reflect the cost of serving new development.

Authorization

The City last updated its impact fees over 11 years ago, however, due to current economic conditions including recent significant increases in capital project construction costs Raftelis was authorized by the City (as subconsultants to Jones Edmunds) to review and recommend revisions to the water and wastewater system impact fees as appropriate pursuant to an agreement between the City and Jones Edmunds. The scope of work for this project, as defined in the letter of agreement, was to:

1. Analyze the revised capital requirements of the City, which are needed to meet the Level of Service (“LOS”) standards of the City. This analysis included a review of: i) the existing and future facility and equipment needs and costs as set forth in the multi-year capital improvement plan (“CIP”) for each utility function; and ii) the currently utilized and remaining capacities of the existing water and wastewater system facilities.
2. Develop and recommend appropriate charge levels to be charged to new development in order to fully recover the capital costs associated with providing utility service to new development. This analysis includes the apportionment of costs and the calculation of the capacity impact fee per equivalent billing unit.
3. Develop a comparison of the impact fees and associated billing attributes of similar charges imposed by other jurisdictions.
4. Prepare a report that documents our analyses, assumptions, and conclusions for consideration by the City.

Impact Fee Background

The purpose of an impact fee is to assign, to the extent practical, growth-related capital costs to those new customers that benefit from the facilities funded by such expenditures. To the extent new population growth and associated development imposes identifiable capital costs to utility services, equity and modern capital funding practices suggest the assignment of such costs to those new residents or system users responsible for such costs rather than the existing population base. Generally, this practice has been labeled as “growth paying its own way.”

Historically, impact fees in Florida were implemented as a result of home rule powers based on the requirements associated with the development, administration, accounting, and expenditure as governed by case law. However, Section 163.31801 of the Florida Statutes, known as the “Florida Impact Fee Act,” was created on June 14, 2006,

which placed specific requirements and limitations on that home rule authority. This statute has been amended several times since its initial adoption, including significant additional provisions in 2021 such as limiting the percentage increase for a change in impact fees. Additional amendments have been made with the most recent changes being made in 2025 (SB 1080) to be effective January 1, 2026. Appendix A at the end of the report includes the full Florida impact fee statute. Appendix B at the end of the report includes the full text of SB 1080.

The statute provides specific impact fee criteria and certain precedents originally established by case law that constitute the legal requirements associated with the implementation of valid impact fees. The major criteria for a valid impact fee includes the following:

1. The impact fee should be reasonably equitable to all parties; that is, the amount of the fee must bear a reasonable relationship or nexus to the demand for services;
2. The system of fees and charges should be set up so that there is not an intentional windfall to existing users of utility services;
3. The impact fee should, to the extent practical, only cover the capital cost of construction and related costs thereto (engineering, legal, financing, administrative, etc.) for increases in or expansions of capacity or capital requirements for major facilities or equipment, which are required due to growth. Therefore, expenses due to normal renewal and replacement of a facility or major equipment should be borne by all users of the System. Similarly, increased expenses due to operation and maintenance of that facility should be borne by all users of the System; and
4. The local government must adopt a revenue-producing ordinance that explicitly sets forth restrictions on revenues (uses thereof) that the imposition of the impact fee generates. Therefore, the funds collected from the impact fees should be retained in a separate account, and separate accounting must be made for those funds to ensure that they are used only for the lawful purposes described.

Based on the criteria provided above, the impact fees herein will: i) include specific costs of improvements associated with the capacities needed to serve new growth; ii) not reflect costs of improvements associated with the renewal and replacement (R&R) of existing capital assets (save for any incremental increased basis adjustments) or deficiencies in level of service attributed to existing development; and iii) not include any costs of operation and maintenance of the capital improvements and major equipment.

This section provides only a general background regarding impact fees. Certain circumstances and issues regarding the interpretation of specific statutes or case law should be addressed by qualified legal counsel.

Acknowledgments

This report was prepared with the valuable cooperation and assistance of the staff of the City of Leesburg.

(Remainder of page intentionally left blank)

SECTION 2 – WATER AND WASTEWATER SYSTEM IMPACT FEES

General

This section provides a discussion of the development and design of the system impact fees for water and wastewater services, (the “Impact Fees”). Included in this section is a discussion of the level of service requirements, updated capital costs, included as the basis for the updated Water and Wastewater System Impact Fees to be applied to new growth within the City.

Water System Overview

The City’s water system (“Water System”) includes wells, finished water storage, transmission mains and finished water distribution facilities. The City currently gets all of its potable water from six (6) plants throughout the city that have a combined capacity of 28.845 million gallons per day (“MGD”) on a maximum daily flow (“MDF”) basis. Three (3) of the water plants are completely utilized and have no additional capacity to serve future growth. The remaining three (3) plants have a total capacity of 20.105 MGD MDF. Using a peaking factor of 1.55x, calculated using the prior six fiscal years of flow data, the adjusted capacity is 12.971 MGD average daily flow (“ADF”). Of the remaining capacity of 12.971 MGD ADF, approximately 42% is utilized leaving 58% or 7.521 MGD ADF available for new growth. The system’s transmission and distribution system include approximately 1,856,132 feet of lines and supporting infrastructure based on information provided by the City.

Wastewater System Overview

The City’s wastewater system (“Wastewater System”) includes two wastewater treatment plants, and transmission and collection facilities. These treatment facilities are capable of treating 8.0 million gallons per day (“MGD”) average daily flow (“ADF”). Based on information provided by the City, the wastewater treatment facilities are approximately 58% utilized, leaving 42% or 3.386 MGD ADF for new growth. The transmission and collection system is comprised of gravity and force mains along with lift stations and other supporting infrastructure. As a part of the capital plan the City is planning significant investment in the transmission system and an expansion to its Turnpike Treatment Plant in order to serve new growth and planned new developments. The system’s transmission and collection system include approximately 1,493,635 feet of lines and supporting infrastructure based on information provided by the City.

Level of Service Requirements

In the evaluation of the capital facility needs for providing water and wastewater utility services, it is critical that Level of Service (“LOS”) standards are established. Pursuant to Section 163.3164 of the Florida Statutes, the level of service means an indicator of the extent or degree of service provided by, or proposed to be provided by, a facility based on and related to the operational characteristics of the facility. Level of service shall indicate the capacity per unit of demand for each public facility. Essentially, the level of service standards is established in order to ensure that adequate facility capacity will be provided for future development and for purposes of issuing development orders or permits, pursuant to F.S. Section 163.3202(2)(g). As further stated in the statutes, each local government shall establish a LOS standard for each public facility located within the boundary for which such local government has authority to issue development orders or permits.

For water and wastewater service, the level of service that is commonly used in the industry is the amount of capacity (service) allocable to an Equivalent Residential Connection (or “ERC”) expressed as the estimated amount of usage (gallons) on an average daily basis. The level of service generally represents the amount of capacity allocable to an ERC, whether or not such capacity is actually used (commonly referred to as the “readiness-to-serve”). As previously discussed, an ERC is representative of the average capacity required to service a typical individually-metered single-family residential connection. This class of users represents the largest number of customers served by the Water and Wastewater Systems and generally the lowest level of usage requirements for a specifically metered account. The following table summarizes the Water and Wastewater System’s existing LOS levels:

Proposed Levels of Service for Residential Customers	
Existing Service Levels:	
1 Water ERC = 300 gpd (ADF)	
1 Wastewater ERC = 250 gpd (ADF)	
gpd = gallons per day ADF = Average Daily Flow	

These LOS standards are consistent with the capacity planning and Florida Department of Environmental Protection (“FDEP”) permitting requirements for the City and are also generally comparable with those utilized by other utilities throughout the state of Florida.

Existing Plant-in-Service

In the determination of the utility impact fees associated with the servicing of future customers, any excess capacity of the existing utility system available to serve such growth and its associated cost was considered. Since this capacity is available to serve the near-term incremental growth of the System, it would be appropriate to evaluate the capacity availability of such facilities. In order to evaluate the availability of the existing utility plant-in-service to meet future capacity needs, it was necessary to functionalize the plant by specific plant requirement. The functionalization of the existing plant is necessary to: i) identify those assets that should be included in the determination of the utility impact fees; and ii) match existing plant type to the capital improvements to meet future service needs.

The functional cost categories are based on the purpose of the assets and the service that such assets serve. The following is a general summary of the functional cost categories for the utility plant-in-service identified in this report.

Functional Plant Categories		
Water Service [*]	Wastewater Service [*]	Other Plant
Supply / Treatment	Treatment / Disposal / Reclaimed Treatment	General Plant
Potable and Reclaimed Water Transmission / Storage	Transmission / Master Lift Stations	Indirect
Distribution / Hydrants / Meters	Collection / Local Lift Stations	Other

[*] Amounts shown would not include any assets that were contributed by a developer (primarily water distribution and wastewater collection lines) or grant funded.

It is necessary to functionalize the utility plant into cost categories so that a proper charge can be developed. Generally, the costs of on-site facilities that serve a specific development or customer such as water distribution and wastewater collection lines, meters and services, and fire hydrants are usually: i) donated by a developer (a

contribution of the plant); ii) recovered from the individual properties through an assessment program based on those properties that receive special benefit from such facilities or from the application of a main line extension fee to recover the specific cost of such facilities; or iii) funded from the customer directly (e.g., by a “front-foot” charge where the on-site lines were initially financed by the utility and then paid by the customer or an installation charge to recover the cost of a new service line and/or the meter).

The City provided Raftelis with a fixed asset register report identifying the fixed assets in service by function as of September 30, 2024 for the System. The summary of the functionalization of the existing utility plant is included in Table 1 at the end of this section. This functionalization of the existing utility plant-in-service represents the original cost of such assets (gross book value) and was based on the reported in-service values as of September 30, 2024 (the most recent fixed asset records available at the time of the study). The following is a summary of the functionalization of the System’s existing utility plant-in-service as shown in Table 1:

Water System and Wastewater System Fixed Assets				
	Water System [1]		Wastewater System [1]	
Function	Amount	Percent	Amount	Percent
Supply / Treatment Plant	\$16,558,447	24.8%	\$64,525,795	62.5%
Reclaimed Treatment	0	0.0%	1,470,035	1.4%
Transmission Lines	12,351,190	18.5%	22,445,404	21.7%
Reclaimed Transmission Lines	<u>9,463,014</u>	<u>14.2%</u>	<u>0</u>	<u>0.0%</u>
Total Assets Included in Fees	\$38,372,652	57.4%	\$88,441,234	85.7%
Hydrants / Meter Services	5,899,926	8.8%	0	0.0%
Equipment	623,678	0.9%	1,081,015	1.0%
Distribution / Collection Lines	14,664,881	21.9%	13,714,600	13.3%
Reclaimed Distribution	3,600,212	5.4%	0	0.0%
Royal Highlands and Highland Lakes Adjustment	<u>3,714,438</u>	<u>5.6%</u>	<u>0</u>	<u>0.0%</u>
Total Assets Excluded from Fee	28,503,135	42.6%	\$14,795,615	14.3%
Grand Totals	<u>\$66,875,786</u>	<u>100.00%</u>	<u>\$103,236,849</u>	<u>100.00%</u>

[1] Amounts as provided by City staff and found on Table 1.

Additional Capital Investment

The City’s Water and Wastewater System Capital Improvement Program (“CIP”) for the Fiscal Years 2025 through 2031, as prepared and estimated by the utility staff outlines the best estimate of future capital improvements for the System. These capital projects include: i) upgrades of existing assets to accommodate new and existing customers; ii) replacements of existing assets or projects that generally only benefit current users of the System (e.g., existing plant renewal and replacement, reliability projects); and iii) expansions of system treatment capacity to serve new growth.

As shown on Tables 2 and 3 at the end of this section, the CIP has recognized approximately \$56.3 million in capital projects to be completed over the 5-year period for the Water System and \$71.0 million in capital projects for the Wastewater System totaling \$127.3 million for the combined System. It should be noted that this capital plan includes

significant costs associated with a wastewater treatment plant expansion (approximately \$39.2 million) and reclaimed water mains (approximately \$34.0 million). The reclaimed water mains were included as a part of the water system's additional capital investment as the City maintains that reclaimed water is an alternative water resource that preserves/extends the useful life of the existing potable water supply. The treatment plant expansion project is anticipated to add 1.5 MGD of capacity, therefore, such expansion related costs were included in the analysis.

For the purposes of the charge determination, only production / treatment and major backbone transmission costs were recognized in the water and wastewater system impact fee calculations. General transmission and distribution / collection project costs were not recognized because they: i) generally are not System-wide costs (i.e., distribution / collection project costs tend to benefit specific customers); ii) in many instances, are funded by a specific charge applied to a customer (e.g., water meter installation fee); and iii) are often contributed as part of the development process (e.g., it would not be fair for a developer who has contributed the distribution / collection assets to pay an impact fee that includes recovery of distribution / collection projects).

A summary of all the adjustments recognized in order to arrive at the treatment and major transmission costs recognized for system impact fee determination purposes are shown as follows:

Derivation of Treatment and Major Transmission Capital Costs Recognized in Impact Fee Study [1]		
	Water System	Wastewater System
Projects in Utility's Five-Year CIP	\$56,261,627	\$71,008,264
Adjustment to Remove Grant/Developer Funded Projects	(0)	(0)
Adjustment to Remove Distribution / Collection-Related Projects / Permits	(150,000)	(3,520,000)
Adjustment for Asset Retirements	(6,295,173)	(7,592,428)
Total Treatment and Major Transmission Capital Costs Recognized in System Impact Fees	<u>\$49,816,454</u>	<u>\$59,895,836</u>
[1] Amounts shown derived from Tables 2 and 3.		

Design of Water System Impact Fee

As shown on Table 5 at the end of this report, the total calculated impact fee for the Water System is \$2,039.00 per ERC. This represents an increase in the charge of \$864 or 73.5% above the current charge of \$1,175.00 per ERC. The reason for this increase is that now the system has a higher cost per unit of system capacity than the charge currently in place due to changing capital needs and structure.

In the development of the proposed Water System Impact Fee, several assumptions were utilized or incorporated. The major assumptions utilized in the design of the calculated fee are:

1. The Water System capital improvement program as prepared by staff for the Fiscal Years 2025 through 2031 was reviewed and the capital costs were apportioned: i) by functional category; and ii) to existing and future users in the determination of the Water System Impact Fee. Those facilities that were considered to be entirely allocable to growth were included in the charge determination at full cost (i.e., 100% of the total cost). For capital expenditures that were solely for the replacement of existing assets, which would directly

benefit existing customers, or were considered as an on-site cost (provide service to a local area such as a development, which would normally be constructed and subsequently contributed to the Water System by a developer), such amounts associated with an estimated increase in incremental basis (after asset retirements) were reflected as an appropriate cost to be recovered from the application of the Water System Impact Fee. The CIP capital costs recognized in the Water System Impact Fee analysis are shown on Table 2 at the end of this report.

2. For the capital improvements identified as major transmission system upgrades, which would benefit both existing and future users, the total cost of such improvements have been recognized in the analysis. These costs were allocated to existing and future customers based on the nature and purpose of the project as described to us by the City.
3. No capital facility expansion costs associated with existing distribution facilities, including meters, hydrants, on-site distribution facilities, and services, have been included in the calculation of the Water System Impact Fee since developers typically contribute such facilities or the City has adopted a separate fee (e.g., water meter installation fee) to recover the cost of such capital additions.
4. Of the Water System's existing six (6) treatment plant, three (3) are fully utilized and have no remaining capacity available for future growth. These three plants are Highland Lakes, Royal Highlands, and Plantation at Leesburg System. Since these plants do not have capacity available for future development, the capital costs associated with the plants have been excluded from the Water System Impact Fee analysis. However, if a project was determined to provide a benefit to one of the facilities with available capacity (due to the system's interconnectivity), then those capital costs were included in the analysis.
5. Because: i) the Water System is operated as an enterprise fund; ii) all financial resources received by the utility stay within the fund for the benefit of such system; iii) the costs reflected in the charge are at original cost and not adjusted for any fair market value to reflect current cost conditions; iv) there is no interest-expense carry in the impact fee associated with the financing of the capital investment to serve new development; and v) there are no other revenues received by the Water System from new development for the capital costs / utility plant reflected in the impact fee (e.g., ad valorem taxes on the property), no credit for the future payment of debt service allocable to the properties has been recognized. All impact fee funds remain in the system and the long-term capital financing costs for infrastructure construed and available to serve new growth are mitigated by using the impact fees for ongoing expansion-related capital project financing or for the direct payment of the annual expansion-related debt service payments.

As shown on Table 5 at the end of this section, the Water System Impact Fee was calculated utilizing: i) estimated capital costs for the utility treatment/supply functions and transmission system assets; and ii) other appropriate current fixed asset and capacity data available to Raftelis regarding the Water System. By designing the Water System Impact Fee to recover costs on a prospective basis, an attempt is made to design a charge that will provide funds on a reasonable basis in order to meet the future needs of the Water System. It should be noted that in the event the construction costs, capacity requirements, or utility service area materially change from what is reflected on Tables 2 and 5, the Water System Impact Fee may need to be adjusted accordingly.

As shown on Table 5 at the end of this section, the calculated Water System Impact Fee is \$2,039 per ERC, which is \$864 or 73.5% higher than the existing Water System Impact Fee of \$1,175 per ERC. This charge would be the per ERC amount that an account would be charged in accordance with the City's charge application methodology. Based on the capital facilities associated with the determination of the charge, the functional breakdown of the components of the rate is as follows:

Calculation of Water System Impact Fee	
Charge Component	Cost
Water Treatment Component	\$393.93
Water Major Transmission Component	1,645.73
Total Proposed Water System Impact Fee	\$2,039.66
Total Proposed Water System Impact Fee (Rounded)	<u>\$2,039.00</u>

Design of Wastewater System Impact Fee

As shown on Table 6 at the end of this section, the total calculated system impact fee for the Wastewater System is \$4,567.00 per ERC. This represents an increase in the charge of \$1,789.00 or 64.4% when compared with the current charge of \$2,778.00 per ERC. The reason for this increase is that the system has a higher cost per unit of capacity than what was calculated previously due to the expansion of a treatment plant and major transmission system expansion projects to serve new growth.

In the development of the proposed Wastewater System Impact Fee, several assumptions were utilized or incorporated in the analysis. The major assumptions utilized in the design of the proposed Wastewater System Impact Fee are:

1. The Wastewater System capital improvement program as prepared by staff for the Fiscal Years 2025 through 2031 was reviewed and the capital costs were apportioned: i) by functional category; and ii) to existing and future users in the determination of the Wastewater System Impact Fee. Those facilities that were considered to be entirely allocable to growth were included in the charge determination at full cost (i.e., 100% of the total cost). For capital expenditures, which were solely for the replacement of existing assets, that would directly benefit existing customers or were considered as an on-site cost (provide service to a local area such as a development, which would normally be constructed and subsequently contributed to the System by a developer), such amounts associated with an estimated increase in incremental basis (after asset retirements) were reflected as an appropriate cost to be recovered from the application of the wastewater impact fee. The CIP capital costs recognized in the Wastewater System Impact Fee analysis are shown on Table 3 at the end of this report.
2. For the capital improvements identified as transmission system upgrades, which would benefit both existing and future users, the total cost of such improvements has been recognized in the analysis. These costs were allocated to existing and future customers based on capacity relationships developed using recent historical flow data and the project descriptions as provided by the City.
3. No capital facility costs associated with the existing collection facilities, including local lift stations, manholes, laterals, and on-site collection facilities have been included in the calculation of the Wastewater System Impact Fee since the developer generally contributes such facilities, or the City has adopted a separate fee (e.g., wastewater tap-on fee) to recover such capital additions. All capital improvements to such respective facilities in the CIP were also not recognized in the Wastewater System Impact Fee analysis.
4. Because: i) the utility system is operated as an enterprise fund; ii) all financial resources received by the System stay within the fund for the benefit of such system; iii) the costs reflected in the charge are at original

cost and not adjusted for any fair market value to reflect current cost conditions; iv) there is no interest-expense carry in the charge associated with the financing of the capital investment to serve new development; and v) there are no other revenues received by the City from new development for the capital costs / utility plant reflected in the tap-on (e.g., ad valorem taxes on the property), no credit for the future payment of debt service allocable to the properties has been recognized. All impact fee funds remain in the system and the long-term capital financing costs for infrastructure constructed and available to serve new growth are mitigated by using the impact fees for ongoing expansion-related capital project financing or for the direct payment of the annual expansion-related debt service payments.

As shown on Table 6 at the end of this section, the Wastewater System Impact Fee was calculated utilizing: i) the estimated transmission-related capital costs of the Wastewater System and ii) the treatment / disposal-related capital costs for the Wastewater System. By designing the Wastewater System Impact Fee to recover costs on a prospective basis, an attempt is made to design a charge that will provide funds on a reasonable basis in order to meet the future needs of the Wastewater System. It should be noted that in the event the construction costs, capacity requirements, or utility service area materially change from what is reflected on Tables 3 and 6, the Wastewater System Impact Fee might need to be adjusted accordingly.

As shown on Table 6 at the end of this section, the calculated Wastewater System Impact Fee is \$4,567 per ERC, which is \$1,789 or 64.4% higher than the existing Wastewater System Impact Fee of \$2,778 per ERC. This charge would be the per ERC amount that an account would be charged in accordance with the City's impact fee application methodology. Based on the capital facilities associated with the determination of the charge, the functional breakdown of the components of the rate is as follows:

Calculation of Wastewater System Impact Fee	
Charge Component	Cost
Wastewater Treatment Component	\$3,449.92
Wastewater Major Transmission Component	1,117.11
Total Proposed Wastewater System Impact Fee	\$4,567.03
Total Proposed Wastewater System Impact Fee (Rounded)	<u>\$4,567.00</u>

Impact Fee Comparisons

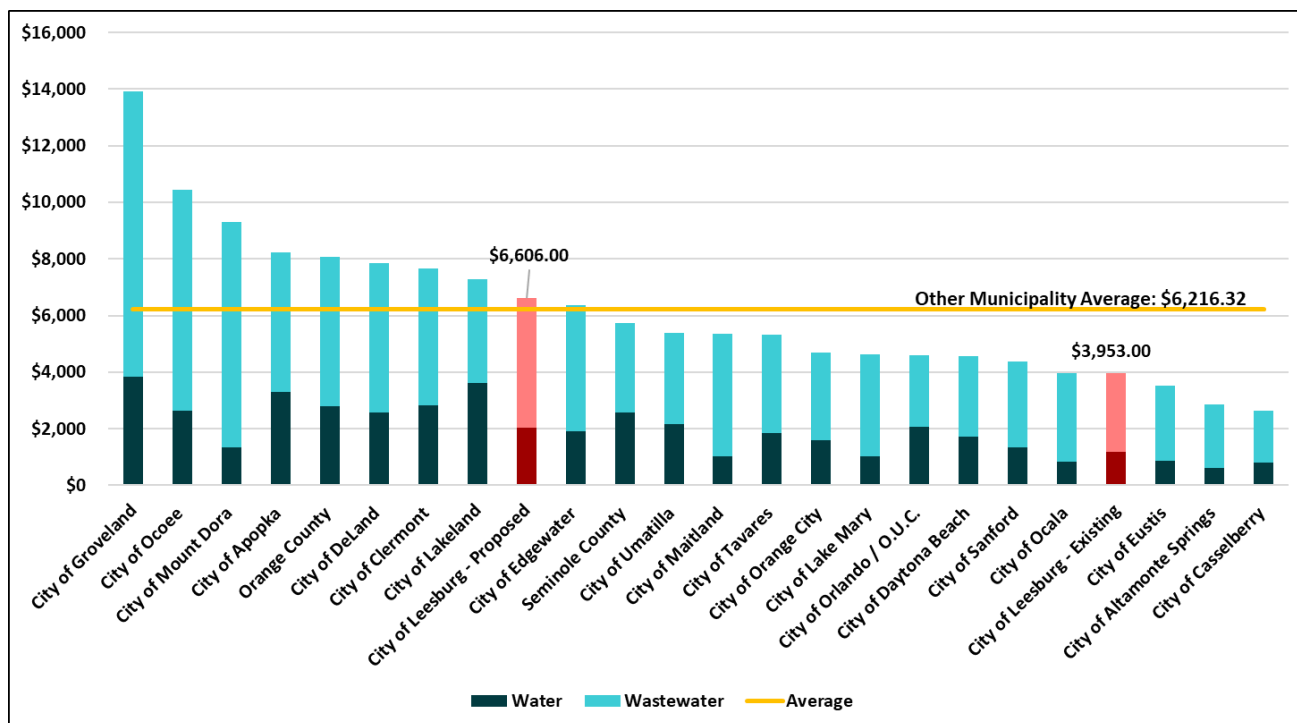
In order to provide additional information to City regarding the existing and proposed Impact Fees, a comparison of the existing and calculated charges for the City with similar related capital charges imposed by other Florida jurisdictions was prepared. Table 7 at the end of this section, provides a comparison of the City's existing and proposed Impact Fees for single-family residential connections (i.e., one ERC of 300 gpd for the Water System and 250 gpd for the Wastewater System) with the fees or comparable charges currently imposed by other municipal / governmental water system and the wastewater systems located across Florida. It is important to note that utilities may be different from a facility standpoint, and the methods used in the development of the water and wastewater system impact fee imposed may vary. Moreover, no analysis has been performed to determine whether 100% of the cost of new facilities is recovered from impact fees or some percentage less than 100% with the balance recovered through the user charges. Additionally, the types of capital facilities currently in service or planned for the utility may have a material impact on the fee charged by a local government. For example, the costs of wastewater effluent disposal utilizing a deep injection well system generally has a higher capital cost per unit of capacity than use of a surface water discharge such as an outfall to a bay or river. The capital costs associated with constructing reverse

osmosis water treatment facilities, which treat brackish water, are higher than those of lime softening facilities, which treat freshwater.

Some reasons why charges differ among utilities:

- Source of Supply
- Proximity to source of supply
- Type of treatment
- Effluent disposal method
- Density of service area
- Availability of grant funding to finance CIP
- Age of system
- Utility life cycle (e.g., growth-oriented vs. mature)
- Level of service standards
- Administrative policies

As shown on Table 7, the average Water and Wastewater Impact Fees per ERC for the twenty-two (22) governmental entities selected for this comparison are \$6,216.32 per ERC. Of the surveyed utilities, the City of Ocoee has the highest combined water and wastewater charges at \$10,444 per ERC. City of Casselberry with a combined fee of \$2,633 had the lowest of the surveyed utilities. The proposed water and wastewater charges, while higher than the average, are still generally comparable with similar fees charged by the surveyed utilities. Below is a comparison of the existing and proposed charges compared to the surveyed utilities.



LIST OF TABLES

Table 1: Summary of Water and Wastewater Fixed Assets

Table 2: Summary of Water Capital Improvement Program by Plant Function Through Fiscal Year 2031

Table 3: Summary of Wastewater Capital Improvement Program by Plant Function Through Fiscal Year 2031

Table 4: Summary of Existing and Available Water and Wastewater Treatment Capacity

Table 5: Development of Water System Impact Fee

Table 6: Development of Wastewater System Impact Fee

Table 7: Comparison of Impact Fees Per Equivalent Residential Unit (ERU) for Water and Wastewater Service

Appendix A – Florida Impact Fee Act

Appendix B – Full Text of SB 1080

Appendix C - Fixed Asset Data and Asset Functionalization

Table 1
City of Leesburg, Florida
Impact Fee Study

Summary of Water and Wastewater Fixed Assets

Line No.	Function	Fixed Assets at Original Cost [1]			Percentage of Total	
		Water	Wastewater	Total	Water	Wastewater
	<u>Existing Assets Included in Impact Fees</u>					
1	Supply and Treatment	\$16,558,447	\$64,525,795	\$81,084,242	24.8%	62.5%
2	Reclaimed Treatment	0	1,470,035	1,470,035	0.0%	1.4%
3	Transmission	12,351,190	22,445,404	34,796,594	18.5%	21.7%
4	Reclaimed Transmission	9,463,014	0	9,463,014	14.2%	0.0%
5	Total Assets Included in Impact Fees	\$38,372,652	\$88,441,234	\$126,813,886	57.4%	85.7%
	<u>Existing Assets Excluded from Impact Fees</u>					
6	Hydrants/Meter Services	\$5,899,926	\$0	\$5,899,926	8.8%	0.0%
7	Equipment	623,678	1,081,015	1,704,693	0.9%	1.0%
8	Distribution / Collection Lines	14,664,881	13,714,600	28,379,481	21.9%	13.3%
9	Reclaimed Distribution	3,600,212	0	3,600,212	5.4%	0.0%
10	Royal Highlands and Highland Lakes Adjustment	3,714,438	0	3,714,438	5.6%	0.0%
11	Total Assets Excluded from Impact Fees	\$28,503,135	\$14,795,615	\$43,298,750	42.6%	14.3%
12	Total Existing Fixed Assets	\$66,875,786	\$103,236,849	\$170,112,636	100.0%	100.0%

Footnotes:

[1] Reported by the City as of September 30, 2024.

Table 2
City of Leesburg, Florida
Impact Fee Study

Summary of Water Capital Improvement Program By Plant Function Through Fiscal Year 2031

Line No.	Project Description	Type	Purpose			2025-2031 Estimated Capital Cost [1]	Adjustments [2]	Net Amount For Future Expenditures	Functional Category [3]				Retirement Adjustment			
			Expansion	Existing					Supply and Treatment		Storage, Pumping & Transmission		Distribution/ Other	Total	Supply and Treatment	Storage, Pumping & Transmission
				New	Replace				Existing	Expansion	Existing	Expansion				
<u>Water Capital Projects</u>																
<u>Water System CIP</u>																
Capital Projects & Purchases																
<u>Mains</u>																
1	Highway 441-Perkins to Newell Hill	Trans	0.00%	0.00%	100.00%	\$4,000,000	\$0	\$4,000,000	\$0	\$0	\$4,000,000	\$0	\$0	\$4,000,000	\$0	\$2,349,578
2	Hwy 27 Main Upgrade (Middlesex to CR 48)	Trans	64.00%	0.00%	36.00%	2,000,000	0	2,000,000	0	0	720,000	1,280,000	0	2,000,000	0	422,924
3	Turnpike Widening line relocation	Trans	0.00%	0.00%	100.00%	2,500,000	0	2,500,000	0	0	2,500,000	0	0	2,500,000	0	1,468,487
4	Hwy 27 Main Upgrade (48 to Highland Lakes)	Trans	64.00%	0.00%	36.00%	2,500,000	0	2,500,000	0	0	900,000	1,600,000	0	2,500,000	0	528,655
5	Bentley Rd 12" Main replacment (Goss to Lake)	Trans	0.00%	0.00%	100.00%	550,000	0	550,000	0	0	550,000	0	0	550,000	0	323,067
<u>Fire Protection Improvements</u>																
6	Fire Protection Improvements (General)	Trans	0.00%	100.00%	0.00%	4,000,000	0	4,000,000	0	0	4,000,000	0	0	4,000,000	0	0
7	Walmart Loop (Thomas to 441)	Trans	0.00%	100.00%	0.00%	500,000	0	500,000	0	0	500,000	0	0	500,000	0	0
8	Michigan Ave	Trans	55.56%	0.00%	44.44%	250,000	0	250,000	0	0	111,111	138,889	0	250,000	0	65,266
9	Sunnyside	Trans	0.00%	100.00%	0.00%	350,000	0	350,000	0	0	350,000	0	0	350,000	0	0
10	Stock Subdivision	Trans	0.00%	100.00%	0.00%	1,100,000	0	1,100,000	0	0	1,100,000	0	0	1,100,000	0	0
11	Reuse Mains	Trans	0.00%	100.00%	0.00%	34,000,000	0	34,000,000	0	0	34,000,000	0	0	34,000,000	0	0
Capital Maintenance Projects																
12	Well Rehabilitation	Supply	0.00%	0.00%	100.00%	500,000	0	500,000	500,000	0	0	0	0	500,000	302,508	0
13	Elevated Tank Inspection & Rehab	Storage	0.00%	0.00%	100.00%	450,000	0	450,000	0	0	450,000	0	0	450,000	0	264,328
14	Water Treatment Facility Maintenance	Treatment	0.00%	0.00%	100.00%	700,000	0	700,000	700,000	0	0	0	0	700,000	423,512	0
15	Highland Lake Ground Storage Tank	Storage	0.00%	100.00%	0.00%	2,461,627	0	2,461,627	0	0	2,461,627	0	0	2,461,627	0	0
16	Fire Protection Hydrant Replacements	Dist	0.00%	0.00%	100.00%	150,000	0	150,000	0	0	0	0	150,000	150,000	0	0
17	Elevated Tower Mall & Newell Hill Repainting	Storage	0.00%	0.00%	100.00%	250,000	0	250,000	0	0	250,000	0	0	250,000	0	146,849
18	Subtotal Water System CIP					\$56,261,627	\$0	\$56,261,627	\$1,200,000	\$0	\$51,892,738	\$3,018,889	\$150,000	\$56,261,627	\$726,020	\$5,569,154
25	Water System Capital Projects					\$56,261,627	\$0	\$56,261,627	\$1,200,000	\$0	\$51,892,738	\$3,018,889	\$150,000	\$56,261,627	\$726,020	\$5,569,154
26	PERCENT OF TOTAL							100.00%	2.13%	0.00%	92.23%	5.37%	0.27%	100.00%	1.29%	9.90%

Footnotes:

[1] Amounts shown reflect the Multi-Year Capital Program as provided by the City.

[2] Downward adjustments reflect projects: i) anticipated to be funded by grants as identified by the City; ii) recognized in the existing assets summary to be consistent with existing capacity assumptions; or iii) not considered applicable to the fee determination process.

[3] Assets are categorized based on information provided by the City.

Table 3
City of Leesburg, Florida
Impact Fee Study

Summary of Wastewater Capital Improvement Program By Plant Function Through Fiscal Year 2031

Line No.	Project Description	Type	Purpose			2025-2031 Estimated Capital Cost [1]	Adjustments [2]	Net Amount For Future Expenditures	Functional Category [3]				Retirement Adjustment			
			Expansion	Existing					Wastewater Treatment		Transmission		Collection/ Other	Total	Treatment	Transmission
				New	Replace				Existing	Expansion	Existing	Expansion				
<u>Wastewater Capital Projects</u>																
<u>Wastewater System</u>																
Capital Projects & Purchases																
2	Southern Corridor Forcemain Bypass (Design)	Trans	0.00%	100.00%	0.00%	\$1,000,000	\$0	\$1,000,000	\$0	\$0	\$1,000,000	\$0	\$0	\$1,000,000	\$0	\$0
3	Southern Corridor Forcemain Bypass (Construction)	Trans	0.00%	100.00%	0.00%	12,000,000	0	12,000,000	0	0	12,000,000	0	0	12,000,000	0	0
4	Perkins to SR46 line relocation	Trans	0.00%	0.00%	100.00%	4,000,000	0	4,000,000	0	0	4,000,000	0	0	4,000,000	0	2,214,703
5	FDOT TP/27 Bridge line relocation	Trans	0.00%	0.00%	100.00%	770,000	0	770,000	0	0	770,000	0	0	770,000	0	426,330
6	Venetian Isles System Upgrade	Trans	100.00%	0.00%	0.00%	1,450,000	0	1,450,000	0	0	0	1,450,000	0	1,450,000	0	0
7	Downtown Gravity Extension and Relocation	Collection	0.00%	100.00%	0.00%	925,000	0	925,000	0	0	0	0	925,000	925,000	0	0
8	Love's Point Gravity Main Extension	Collection	0.00%	100.00%	0.00%	500,000	0	500,000	0	0	0	0	500,000	500,000	0	0
9	Line under Building	Collection	0.00%	100.00%	0.00%	550,000	0	550,000	0	0	0	0	550,000	550,000	0	0
10	Misc Tools & Equipment	Other	0.00%	100.00%	0.00%	300,000	0	300,000	0	0	0	0	300,000	300,000	0	0
<u>Treatment plants:</u>																
<u>Turnpike Plant</u>																
11	Turnpike Plant (General)	Treatment	0.00%	0.00%	100.00%	550,000	0	550,000	550,000	0	0	0	0	550,000	295,652	0
12	IPP Program Sampler	Treatment	0.00%	0.00%	100.00%	18,400	0	18,400	18,400	0	0	0	0	18,400	9,891	0
13	Permit - CAR	Treatment	0.00%	0.00%	100.00%	45,000	(45,000)	0	0	0	0	0	0	0	0	0
14	Turnpike Biosolids Trailer	Treatment	0.00%	0.00%	100.00%	36,075	0	36,075	36,075	0	0	0	0	36,075	19,392	0
<u>Canal St Plant</u>																
15	Canal St Plant (General)	Treatment	0.00%	0.00%	100.00%	650,000	0	650,000	650,000	0	0	0	0	650,000	349,407	0
16	Permit - CAR/LL	Treatment	0.00%	0.00%	100.00%	125,000	(125,000)	0	0	0	0	0	0	0	0	0
17	Canal St Biosolids Trailer	Treatment	0.00%	0.00%	100.00%	50,000	0	50,000	50,000	0	0	0	0	50,000	26,877	0
18	Generator Grant Project (75% REIMB)	Treatment	0.00%	100.00%	0.00%	87,500	0	87,500	87,500	0	0	0	0	87,500	0	0
19	Turnpike Plant Expansion Phase 2	Treatment	100.00%	0.00%	0.00%	39,200,000	0	39,200,000	0	39,200,000	0	0	0	39,200,000	0	0
20	Generator Liftstation 12	Other	0.00%	100.00%	0.00%	100,000	0	100,000	0	0	0	0	100,000	100,000	0	0
Capital Maintenance Projects																
21	Lift station rehab	Trans	0.00%	0.00%	100.00%	3,500,000	0	3,500,000	0	0	3,500,000	0	0	3,500,000	0	1,937,865
22	Lift station #72 Additional funds	Trans	0.00%	0.00%	100.00%	3,076,289	0	3,076,289	0	0	3,076,289	0	0	3,076,289	0	1,703,267
23	Pump Packages	Other	0.00%	0.00%	100.00%	300,000	0	300,000	0	0	0	0	300,000	300,000	0	0
24	Discharge pipe replacement/line wet wells	Trans	0.00%	0.00%	100.00%	300,000	0	300,000	0	0	300,000	0	0	300,000	0	166,103
25	Vitrified Clay Pipe	Trans	0.00%	0.00%	100.00%	400,000	0	400,000	0	0	400,000	0	0	400,000	0	221,470
26	Liftstation Generator rehab	Trans	0.00%	0.00%	100.00%	400,000	0	400,000	0	0	400,000	0	0	400,000	0	221,470
27	Manhole/Vault/ARV rehab	Collection	0.00%	0.00%	100.00%	675,000	0	675,000	0	0	0	0	675,000	675,000	0	0
28	Subtotal Wastewater System					\$71,008,264	(\$170,000)	\$70,838,264	\$1,391,975	\$39,200,000	\$25,446,289	\$1,450,000	\$3,350,000	\$70,838,264	\$701,220	\$6,891,208
29	Other Miscellaneous Adjustments	Other	0.00%	0.00%	100.00%	0	0	0	0	0	0	0	0	0	0	0
30	Subtotal Water and Wastewater System					\$71,008,264	(\$170,000)	\$70,838,264	\$1,391,975	\$39,200,000	\$25,446,289	\$1,450,000	\$3,350,000	\$70,838,264	\$701,220	\$6,891,208
<u>Capital Outlay Projects</u>																
31	Subtotal Capital Outlay Projects					\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<u>Fleet Replacement</u>																
32	Subtotal Fleet Replacement					\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
33	TOTAL WASTEWATER PROJECTS					\$71,008,264	(\$170,000)	\$70,838,264	\$1,391,975	\$39,200,000	\$25,446,289	\$1,450,000	\$3,350,000	\$70,838,264	\$701,220	\$6,891,208
34	PERCENT OF TOTAL							100.00%	1.97%	55.34%	35.92%	2.05%	4.73%	100.00%	0.99%	9.73%

Footnotes:

- [1] Amounts shown reflect the Multi-Year Capital Program as provided by the City.
- [2] Downward adjustments reflect projects: i) anticipated to be funded by grants as identified by the City; ii) recognized in the existing assets summary to be consistent with existing capacity assumptions; or iii) renewal and replacement projects not considered applicable to the fee determination process.
- [3] Assets are categorized based on information provided by the City.

Table 4
City of Leesburg, Florida
Impact Fee Study

Summary of Existing and Available Water and Wastewater Treatment Capacity

Line No.	Description	Amounts (MDF)	Capacity Left for Growth
Water System:			
	<u>Plant Design Capacity</u>		
1	Leesburg Main System	17.424	Yes
2	Leesburg East - Lake Square Mall	1.607	Yes
3	Leesburg East - Airport	1.074	Yes
4	Highland Lakes - South	3.380	No
5	Royal Highlands - South	2.160	No
6	Leesburg System	25.645	
7	Plantation at Leesburg System	3.200	No
8	Total Capacity (MGD) (MDF)	28.845	
9	Total Capacity Left for Growth (MGD) (MDF)	20.105	
	<u>Consumptive Use Permit Capacity</u>		
10	Leesburg System	9.130	
11	Plantation at Leesburg System	1.120	
12	Total Permitted Capacity (MGD) (ADF)	10.250	
	<u>Plant Flows</u>		
13	Total Permitted Capacity (MGD) (MDF)	20.105	
14	Maximum Historical Peaking Factor [2]	1.55	
15	Adjusted Capacity Average Daily Flow (MGD) (ADF)	12.971	
	<u>Available Plant Capacity for New Growth</u>		
16	Adjusted Capacity Average Daily Flow (MGD) (ADF)	12.971	
17	Existing Average Daily Flow (MGD) (ADF)	(5.450)	
18	Capacity Available for New Growth (MGD) (ADF)	7.521	
19	Percentage of Plant Capacity	57.98%	
Wastewater System:			
	<u>Plant Capacity</u>		
20	Canal Street (MGD) (ADF)	3.500	
21	Turnpike (MGD) (ADF)	4.500	
22	Total Capacity (MDG) (ADF)	8.000	
	<u>Plant Flows</u>		
23	Existing Average Daily Flow (MGD) (ADF) [1]	4.614	
	<u>Available Plant Capacity for New Growth</u>		
24	Total Capacity (MDG) (ADF)	8.000	
25	Existing Average Daily Flow (MGD) (ADF)	(4.614)	
26	Capacity Available for New Growth (MGD) (ADF)	3.386	
27	Percentage of Plant Capacity	42.32%	

Footnotes:

- [1] Amounts shown based on historical treatment data as provided by the City.
[2] Amount based on historical peak flow data as it compares to the System historical average flow data for FY 2019 - 2024.

Table 5
City of Leesburg, Florida
Impact Fee Study

Page 1 of 2

Development of Water System Impact Fee

Line No.	Description	Amount
	Total Estimated Cost of Existing Water Production and Treatment Facilities:	
1	Installed Cost - Existing Facilities [1]	\$16,558,447
2	Additional Costs Capitalized - CIP [2]	1,200,000
3	Less Anticipated Retirements [3]	(726,020)
4	Less Receipt of Grant Funds [4]	0
5	Subtotal Water Production and Treatment Facilities	\$17,032,427
6	Existing Permitted Capacity of Plant Facilities (MGD) (ADF) [5]	12.971
7	Existing Average Daily Flow (MGD) (ADF) [6]	5.255
8	Dwelling Unit Factor - (GPD) (ADF) [7]	300.0
9	Estimated Dwelling Units Permitted to be Served by Existing Facilities	43,237
10	Percent Remaining Capacity of Existing Facilities	59.48%
11	Allocation of Existing Facilities to Incremental Growth	\$10,131,666
12	Rate per Dwelling Unit Associated with Existing Facilities	\$393.94
	Primary Transmission System:	
13	Existing Facilities [8]	\$21,814,205
14	Additional Costs Capitalized - CIP [9]	54,911,627
15	Less Anticipated Retirements [3]	(5,569,154)
16	Less Receipt of Grant Funds [4]	0
17	Total Primary Transmission Facility Costs	\$71,156,678
18	Estimated Dwelling Units Served by Existing Facilities [10]	43,237
19	Estimated Future Dwelling Units served by Transmission Facilities [10]	0
20	Total Estimated Dwelling Units served by Transmission Facilities [10]	43,237
21	Net Rate per Dwelling Unit of Primary Transmission Facilities	\$1,645.73
22	Total Combined Rate per Dwelling Unit After Rate Adjustment	\$2,039.66
23	Rounded Rate per Dwelling Unit	\$2,039.00
24	Cost Per Gallon	\$6.80
25	Existing Rate per Gallon	\$3.92
26	Existing Rate per Dwelling Unit	\$1,175.00
27	Proposed Increase / (Decrease)	\$864.00

ADF = Average Daily Flow
GPD = Gallons per Day

Footnotes continued on the following page.

Table 5
City of Leesburg, Florida
Impact Fee Study

Development of Water System Impact Fee

Footnotes:

- [1] Amount based on Table 1 and reflects water production and treatment assets currently in service.
- [2] Amount derived from Table 2 and reflects the planned upgrades to the existing water production and treatment facilities.
- [3] Amounts derived from City of Leesburg, Florida fixed asset data and reflect estimated fixed asset retirements due to the imposition of the capital improvement plan of the City which recognizes the replacement of such assets classified in the total treatment and/or transmission function.
- [4] Total cost of facilities is reduced by grants and other outside funding sources, if any, as provided by the City.
- [5] Amount reflects the maximum design capacity of the existing facilities and is shown in detail as follows:

Description	Plant Capacity
Plants with Available Capacity (MDG) (MDF)	20.105
Capacity to Be Added During Forecast Period: 2025 - 2031 (MGD-MDF)	0.000
Total Capacity (MDG) (MDF)	20.105
Total Capacity (MDG) (MDF)	20.105
Maximum Historical Peaking Factor [*]	1.550
Adjusted Capacity Average Daily Flow (MGD) (ADF)	12.971

[*] Amount based on historical peak flow data as it compares to the System historical average flow data for FY 2019 - 2024.

- [6] Amount reflects the average daily flow for provided historical flow data for Fiscal Years 2019 through 2024.
- [7] Amount reflects the City's level of service provided for a residential dwelling unit.
- [8] Amount based on Table 1 and reflects water transmission assets currently in service.
- [9] Amount derived from Table 2 and reflects the planned upgrades to the existing water transmission system.
- [10] Amount assumes transmission capacity is consistent with the existing and estimated future water treatment capacity.

Table 6
City of Leesburg, Florida
Impact Fee Study

Page 1 of 2

Development of Wastewater Impact Fee

Line No.	Description	Amount
Total Estimated Cost of Existing Wastewater Treatment and Disposal Facilities:		
1	Installed Cost - Existing Facilities [1]	\$65,995,830
2	Additional Costs Capitalized - CIP [2]	1,391,975
3	Less Anticipated Retirements [3]	(701,220)
4	Less Receipt of Grant Funds [4]	0
5	Subtotal Wastewater Treatment and Disposal Facilities	\$66,686,586
6	Existing Permitted Capacity of Plant Facilities (MGD) (ADF) [5]	8.000
7	Existing Average Daily Flow (MGD) (ADF) [6]	4.614
8	Dwelling Unit Factor - (GPD) (ADF) [7]	250.0
9	Estimated Dwelling Units Permitted to be Served by Existing Facilities	32,000
10	Percent Remaining Capacity of Existing Facilities	42.32%
11	Allocation of Existing Facilities to Incremental Growth	\$28,224,883
12	Rate per Dwelling Unit Associated with Existing Facilities	\$2,083.96
Total Estimated Cost of Additional Wastewater Treatment and Treatment Facilities:		
13	Additional Costs Capitalized - CIP [8]	\$39,200,000
14	Less Receipt of Grant Funds [4]	0
15	Cost of Additional Wastewater Treatment/Disposal Facilities	\$39,200,000
16	Additional Plant Capacity (MGD) (ADF) [5]	1.500
17	Estimated Dwelling Units to be Served by Additional Facilities	6,000
18	Rate per Dwelling Units Associated with Additional Facilities	\$6,533.33
19	Rate per Dwelling Units Allocable to Wastewater Treatment/Disposal Facilities	\$3,449.92
Primary Transmission System:		
20	Existing Facilities [9]	\$22,445,404
21	Additional Costs Capitalized - CIP [10]	26,896,289
22	Less Anticipated Retirements [3]	(6,891,208)
23	Less Receipt of Grant Funds [4]	0
24	Total Primary Transmission Facility Costs	\$42,450,485
25	Estimated Dwelling Units Served by Existing Facilities [11]	32,000
26	Estimated Future Dwelling Units served by Transmission Facilities [11]	6,000
27	Total Estimated Dwelling Units served by Transmission Facilities [11]	38,000
28	Net Rate per Dwelling Unit of Primary Transmission Facilities	\$1,117.11
29	Total Combined Rate per Dwelling Unit After Rate Adjustment	\$4,567.03
30	Rounded Rate per Dwelling Unit	\$4,567.00
31	Cost Per Gallon	\$18.27
32	Existing Rate per Gallon	\$11.11
33	Existing Rate per Dwelling Unit	\$2,778.00
34	Proposed Increase / (Decrease)	\$1,789.00

ADF = Average Daily Flow
GPD = Gallons per Day

Footnotes continued on the following page.

Table 6
City of Leesburg, Florida
Impact Fee Study

Development of Wastewater Impact Fee

Footnotes:

- [1] Amount based on Table 1 and reflects wastewater treatment and disposal assets currently in service.
- [2] Amount derived from Table 3 and reflects the planned upgrades to the existing wastewater treatment and disposal facilities.
- [3] Amounts derived from City of Leesburg, Florida fixed asset data and reflect estimated fixed asset retirements due to the imposition of the capital improvement plan of the City which recognizes the replacement of such assets classified in the total treatment and/or transmission function.
- [4] Total cost of facilities is reduced by grants and other outside funding sources, if any, as provided by the City.
- [5] Amount reflects the maximum design capacity of the existing facilities and is shown in detail as follows:
- | Description | Plant Capacity |
|--|----------------|
| Existing Plant Capacity (MDG) (ADF) | 8.000 |
| Capacity to Be Added During Forecast Period: (MGD-ADF) | 1.500 |
| Total Capacity (MDG) (ADF) | 9.500 |
- [6] Amount reflects the average daily flow for provided historical flow data for Fiscal Years 2019 through 2024.
- [7] Amount reflects the City's proposed level of service provided for a residential dwelling unit.
- [8] Amount derived from and reflects the planned expansions to the existing wastewater treatment and disposal facilities.
- [9] Amount based on Table 1 and reflects wastewater transmission assets currently in service.
- [10] Amount derived from Table 3 and reflects the planned upgrades to the existing wastewater transmission system.
- [11] Amount assumes transmission capacity is consistent with the existing and estimated future wastewater treatment capacity.

Table 7
City of Leesburg, Florida
Impact Fee Study

Comparison of Impact Fees Per
Equivalent Residential Unit (ERU) for Water and Sewer Service [1]

Line No.	Description	Residential 5/8" x 3/4" Meter		
		Water	Wastewater	Combined
<u>City of Leesburg</u>				
1	Existing Impact Fees	\$1,175.00	\$2,778.00	\$3,953.00
2	Proposed Impact Fees	\$2,039.00	\$4,567.00	\$6,606.00
<u>Neighboring Florida Utilities:</u>				
3	City of Altamonte Springs	\$600.00	\$2,255.00	\$2,855.00
4	City of Apopka	3,305.00	4,924.00	8,229.00
5	City of Casselberry	810.00	1,823.00	2,633.00
6	City of Clermont	2,836.00	4,830.00	7,666.00
7	City of Daytona Beach	1,736.00	2,814.00	4,550.00
8	City of DeLand	2,580.00	5,257.00	7,837.00
9	City of Edgewater	1,920.00	4,460.00	6,380.00
10	City of Eustis	854.00	2,668.00	3,522.00
11	City of Lake Mary	1,010.00	3,610.00	4,620.00
12	City of Maitland	1,035.00	4,320.00	5,355.00
13	City of Mount Dora	1,340.00	7,975.00	9,315.00
14	City of Ocala	823.00	3,148.00	3,971.00
15	City of Ocoee	2,633.00	7,811.00	10,444.00
16	City of Orange City	1,600.00	3,100.00	4,700.00
17	City of Orlando / O.U.C.	2,070.00	2,537.50	4,607.50
18	City of Sanford	1,343.00	3,025.00	4,368.00
19	City of Tavares	1,849.00	3,475.00	5,324.00
20	City of Umatilla	2,174.51	3,204.04	5,378.55
21	Orange County	2,790.00	5,270.00	8,060.00
22	Seminole County	2,574.00	3,175.00	5,749.00
23	<u>Neighboring Florida Utilities' Average</u>	\$1,794.13	\$3,984.08	\$5,778.20
24	Minimum	\$600.00	\$1,823.00	\$2,633.00
25	Maximum	\$3,305.00	\$7,975.00	\$10,444.00

[1] Unless otherwise noted, amounts shown reflect capital Impact Fees as of May 2025. This comparison is intended to show comparable charges for similar service for comparison purposes only.

APPENDIX A

The 2024 Florida Statutes (including 2025 Special Session C)

Title XI

COUNTY ORGANIZATION AND INTERGOVERNMENTAL RELATIONS

Chapter 163

INTERGOVERNMENTAL PROGRAMS

[View Entire Chapter](#)

163.31801 Impact fees; short title; intent; minimum requirements; audits; challenges.—

(1) This section may be cited as the “Florida Impact Fee Act.”

(2) The Legislature finds that impact fees are an important source of revenue for a local government to use in funding the infrastructure necessitated by new growth. The Legislature further finds that impact fees are an outgrowth of the home rule power of a local government to provide certain services within its jurisdiction. Due to the growth of impact fee collections and local governments’ reliance on impact fees, it is the intent of the Legislature to ensure that, when a county or municipality adopts an impact fee by ordinance or a special district adopts an impact fee by resolution, the governing authority complies with this section.

(3) For purposes of this section, the term:

(a) “Infrastructure” means a fixed capital expenditure or fixed capital outlay, excluding the cost of repairs or maintenance, associated with the construction, reconstruction, or improvement of public facilities that have a life expectancy of at least 5 years; related land acquisition, land improvement, design, engineering, and permitting costs; and other related construction costs required to bring the public facility into service. The term also includes a fire department vehicle, an emergency medical service vehicle, a sheriff’s office vehicle, a police department vehicle, a school bus as defined in s. 1006.25, and the equipment necessary to outfit the vehicle or bus for its official use. For independent special fire control districts, the term includes new facilities as defined in s. 191.009(4).

(b) “Public facilities” has the same meaning as in s. 163.3164 and includes emergency medical, fire, and law enforcement facilities.

(4) At a minimum, each local government that adopts and collects an impact fee by ordinance and each special district that adopts, collects, and administers an impact fee by resolution must:

APPENDIX A

- (a) Ensure that the calculation of the impact fee is based on a study using the most recent and localized data available within 4 years of the current impact fee update. The new study must be adopted by the local government within 12 months of the initiation of the new impact fee study if the local government increases the impact fee.
 - (b) Provide for accounting and reporting of impact fee collections and expenditures and account for the revenues and expenditures of such impact fee in a separate accounting fund.
 - (c) Limit administrative charges for the collection of impact fees to actual costs.
 - (d) Provide notice at least 90 days before the effective date of an ordinance or resolution imposing a new or increased impact fee. A local government is not required to wait 90 days to decrease, suspend, or eliminate an impact fee. Unless the result is to reduce the total mitigation costs or impact fees imposed on an applicant, new or increased impact fees may not apply to current or pending permit applications submitted before the effective date of a new or increased impact fee.
 - (e) Ensure that collection of the impact fee may not be required to occur earlier than the date of issuance of the building permit for the property that is subject to the fee.
 - (f) Ensure that the impact fee is proportional and reasonably connected to, or has a rational nexus with, the need for additional capital facilities and the increased impact generated by the new residential or commercial construction.
 - (g) Ensure that the impact fee is proportional and reasonably connected to, or has a rational nexus with, the expenditures of the funds collected and the benefits accruing to the new residential or nonresidential construction.
 - (h) Specifically earmark funds collected under the impact fee for use in acquiring, constructing, or improving capital facilities to benefit new users.
 - (i) Ensure that revenues generated by the impact fee are not used, in whole or in part, to pay existing debt or for previously approved projects unless the expenditure is reasonably connected to, or has a rational nexus with, the increased impact generated by the new residential or nonresidential construction.
- (5)(a) Notwithstanding any charter provision, comprehensive plan policy, ordinance, development order, development permit, or resolution, the local government or special district that requires any improvement or contribution must credit against the collection of the impact fee any contribution, whether identified in a development order, proportionate share agreement, or any form of exaction related to public facilities or infrastructure, including monetary contributions, land dedication, site planning and design, or construction. Any contribution must be applied on a dollar-for-dollar basis at fair market value to reduce any impact fee collected for the general category or class of public facilities or infrastructure for which the contribution was made.

APPENDIX A

- (b) If a local government or special district does not charge and collect an impact fee for the general category or class of public facilities or infrastructure contributed, a credit may not be applied under paragraph (a).
- (6) A local government, school district, or special district may increase an impact fee only as provided in this subsection.
 - (a) An impact fee may be increased only pursuant to a plan for the imposition, collection, and use of the increased impact fees which complies with this section.
 - (b) An increase to a current impact fee rate of not more than 25 percent of the current rate must be implemented in two equal annual increments beginning with the date on which the increased fee is adopted.
 - (c) An increase to a current impact fee rate which exceeds 25 percent but is not more than 50 percent of the current rate must be implemented in four equal installments beginning with the date the increased fee is adopted.
 - (d) An impact fee increase may not exceed 50 percent of the current impact fee rate.
 - (e) An impact fee may not be increased more than once every 4 years.
 - (f) An impact fee may not be increased retroactively for a previous or current fiscal or calendar year.
 - (g) A local government, school district, or special district may increase an impact fee rate beyond the phase-in limitations established under paragraph (b), paragraph (c), paragraph (d), or paragraph (e) by establishing the need for such increase in full compliance with the requirements of subsection (4), provided the following criteria are met:
 - 1. A demonstrated-need study justifying any increase in excess of those authorized in paragraph (b), paragraph (c), paragraph (d), or paragraph (e) has been completed within the 12 months before the adoption of the impact fee increase and expressly demonstrates the extraordinary circumstances necessitating the need to exceed the phase-in limitations.
 - 2. The local government jurisdiction has held not less than two publicly noticed workshops dedicated to the extraordinary circumstances necessitating the need to exceed the phase-in limitations set forth in paragraph (b), paragraph (c), paragraph (d), or paragraph (e).
 - 3. The impact fee increase ordinance is approved by at least a two-thirds vote of the governing body.
 - (h) This subsection operates retroactively to January 1, 2021.
- (7) If an impact fee is increased, the holder of any impact fee credits, whether such credits are granted under s. 163.3180, s. 380.06, or otherwise, which were in existence before the

APPENDIX A

increase, is entitled to the full benefit of the intensity or density prepaid by the credit balance as of the date it was first established. If a local government adopts an alternative transportation system pursuant to s. 163.3180(5)(i), the holder of any transportation or road impact fee credits granted under s. 163.3180 or s. 380.06 or otherwise that were in existence before the adoption of the alternative transportation system is entitled to the full benefit of the intensity and density prepaid by the credit balance as of the date the alternative transportation system was first established.

(8) A local government, school district, or special district must submit with its annual financial report required under s. 218.32 or its financial audit report required under s. 218.39 a separate affidavit signed by its chief financial officer or, if there is no chief financial officer, its executive officer attesting, to the best of his or her knowledge, that all impact fees were collected and expended by the local government, school district, or special district, or were collected and expended on its behalf, in full compliance with the spending period provision in the local ordinance or resolution, and that funds expended from each impact fee account were used only to acquire, construct, or improve specific infrastructure needs.

(9) In any action challenging an impact fee or the government's failure to provide required dollar-for-dollar credits for the payment of impact fees as provided in s. 163.3180(6)(h)2.b., the government has the burden of proving by a preponderance of the evidence that the imposition or amount of the fee or credit meets the requirements of state legal precedent and this section. The court may not use a deferential standard for the benefit of the government.

(10) Impact fee credits are assignable and transferable at any time after establishment from one development or parcel to any other that is within the same impact fee zone or impact fee district or that is within an adjoining impact fee zone or impact fee district within the same local government jurisdiction and which receives benefits from the improvement or contribution that generated the credits. This subsection applies to all impact fee credits regardless of whether the credits were established before or after June 4, 2021.

(11) A county, municipality, or special district may provide an exception or waiver for an impact fee for the development or construction of housing that is affordable, as defined in s. 420.9071. If a county, municipality, or special district provides such an exception or waiver, it is not required to use any revenues to offset the impact.

(12) This section does not apply to water and sewer connection fees.

(13) In addition to the items that must be reported in the annual financial reports under s. 218.32, a local government, school district, or special district must report all of the following information on all impact fees charged:

(a) The specific purpose of the impact fee, including the specific infrastructure needs to be met, including, but not limited to, transportation, parks, water, sewer, and schools.

APPENDIX A

- (b) The impact fee schedule policy describing the method of calculating impact fees, such as flat fees, tiered scales based on number of bedrooms, or tiered scales based on square footage.
- (c) The amount assessed for each purpose and for each type of dwelling.
- (d) The total amount of impact fees charged by type of dwelling.
- (e) Each exception and waiver provided for construction or development of housing that is affordable.

History.—s. 9, ch. 2006-218; s. 1, ch. 2009-49; s. 5, ch. 2009-96; s. 5, ch. 2011-14; s. 1, ch. 2011-149; s. 1, ch. 2019-106; s. 5, ch. 2019-165; s. 5, ch. 2020-27; s. 1, ch. 2020-58; ss. 1, 2, ch. 2021-63; s. 3, ch. 2024-266.

APPENDIX B

ENROLLED
2025 Legislature

CS for SB 1080, 2nd Engrossed

20251080er

1
2 An act relating to local government land regulation;
3 amending s. 125.022, F.S.; requiring counties to
4 specify minimum information necessary for certain
5 applications; revising timeframes for processing
6 applications for approval of development permits or
7 development orders; defining the term "substantive
8 change"; providing refund parameters in situations
9 where the county fails to meet certain timeframes;
10 providing exceptions; amending s. 163.3180, F.S.;
11 prohibiting a school district from collecting,
12 charging, or imposing certain fees unless they meet
13 certain requirements; providing a standard of review
14 for actions challenging such fees; amending s. 553.80,
15 F.S.; specifying certain purposes for which local
16 governments may use certain fees to carry out
17 activities relating to obtaining or finalizing a
18 building permit; amending s. 163.31801, F.S.; revising
19 the voting threshold required for approval of certain
20 impact fee increase ordinances by local governments,
21 school districts, and special districts; requiring
22 that certain impact fee increases be implemented in
23 specified increments; prohibiting a local government
24 from increasing an impact fee rate beyond certain
25 phase-in limitations under certain circumstances;
26 deleting retroactive applicability; amending s.
27 163.3184, F.S.; providing that if comprehensive plan
28 amendments are not adopted at a specified hearing,
29 such amendments must be formally adopted within a

20251080er

30 certain time period or they are deemed withdrawn;
31 increasing the time period within which comprehensive
32 plan amendments must be transmitted; amending s.
33 166.033, F.S.; requiring municipalities to specify
34 minimum information necessary for certain
35 applications; revising timeframes for processing
36 applications for approval of development permits or
37 development orders; defining the term "substantive
38 change"; providing refund parameters in situations
39 where the municipality fails to meet certain
40 timeframes; providing exceptions; providing effective
41 dates.

42
43 Be It Enacted by the Legislature of the State of Florida:

44
45 Section 1. Section 125.022, Florida Statutes, is amended to
46 read:

47 125.022 Development permits and orders.—

48 (1) A county shall specify in writing the minimum
49 information that must be submitted in an application for a
50 zoning approval, rezoning approval, subdivision approval,
51 certification, special exception, or variance. A county shall
52 make the minimum information available for inspection and
53 copying at the location where the county receives applications
54 for development permits and orders, provide the information to
55 the applicant at a preapplication meeting, or post the
56 information on the county's website.

57 (2) Within 5 business days after receiving an application
58 for approval of a development permit or development order, a

20251080er

59 county shall confirm receipt of the application using contact
60 information provided by the applicant. Within 30 days after
61 receiving an application for approval of a development permit or
62 development order, a county must review the application for
63 completeness and issue a written notification to the applicant
64 ~~letter~~ indicating that all required information is submitted or
65 specify in writing ~~specifying~~ with particularity any areas that
66 are deficient. If the application is deficient, the applicant
67 has 30 days to address the deficiencies by submitting the
68 required additional information. For applications that do not
69 require final action through a quasi-judicial hearing or a
70 public hearing, the county must approve, approve with
71 conditions, or deny the application for a development permit or
72 development order within 120 days after the county has deemed
73 the application complete., ~~or 180 days~~ For applications that
74 require final action through a quasi-judicial hearing or a
75 public hearing, the county must approve, approve with
76 conditions, or deny the application for a development permit or
77 development order within 180 days after the county has deemed
78 the application complete. Both parties may agree in writing or
79 in a public meeting or hearing ~~to a reasonable request for an~~
80 extension of time, particularly in the event of a force majeure
81 or other extraordinary circumstance. An approval, approval with
82 conditions, or denial of the application for a development
83 permit or development order must include written findings
84 supporting the county's decision. The timeframes contained in
85 this subsection do not apply in an area of critical state
86 concern, as designated in s. 380.0552. The timeframes contained
87 in this subsection restart if an applicant makes a substantive

20251080er

88 change to the application. As used in this subsection, the term
89 "substantive change" means an applicant-initiated change of 15
90 percent or more in the proposed density, intensity, or square
91 footage of a parcel.

92 (3) (a) ~~(2) (a)~~ When reviewing an application for a
93 development permit or development order that is certified by a
94 professional listed in s. 403.0877, a county may not request
95 additional information from the applicant more than three times,
96 unless the applicant waives the limitation in writing.

97 (b) If a county makes a request for additional information
98 and the applicant submits the required additional information
99 within 30 days after receiving the request, the county must
100 review the application for completeness and issue a letter
101 indicating that all required information has been submitted or
102 specify with particularity any areas that are deficient within
103 30 days after receiving the additional information.

104 (c) If a county makes a second request for additional
105 information and the applicant submits the required additional
106 information within 30 days after receiving the request, the
107 county must review the application for completeness and issue a
108 letter indicating that all required information has been
109 submitted or specify with particularity any areas that are
110 deficient within 10 days after receiving the additional
111 information.

112 (d) Before a third request for additional information, the
113 applicant must be offered a meeting to attempt to resolve
114 outstanding issues. If a county makes a third request for
115 additional information and the applicant submits the required
116 additional information within 30 days after receiving the

20251080er

request, the county must deem the application complete within 10 days after receiving the additional information or proceed to process the application for approval or denial unless the applicant waived the county's limitation in writing as described in paragraph (a).

(e) Except as provided in subsection (7) ~~(5)~~, if the applicant believes the request for additional information is not authorized by ordinance, rule, statute, or other legal authority, the county, at the applicant's request, shall proceed to process the application for approval or denial.

(4) A county must issue a refund to an applicant equal to:

(a) Ten percent of the application fee if the county fails to issue written notification of completeness or written specification of areas of deficiency within 30 days after receiving the application.

(b) Ten percent of the application fee if the county fails to issue a written notification of completeness or written specification of areas of deficiency within 30 days after receiving the additional information pursuant to paragraph (3) (b).

(c) Twenty percent of the application fee if the county fails to issue a written notification of completeness or written specification of areas of deficiency within 10 days after receiving the additional information pursuant to paragraph (3) (c).

(d) Fifty percent of the application fee if the county fails to approve, approves with conditions, or denies the application within 30 days after conclusion of the 120-day or 180-day timeframe specified in subsection (2).

20251080er

146 (e) One hundred percent of the application fee if the
147 county fails to approve, approves with conditions, or denies an
148 application 31 days or more after conclusion of the 120-day or
149 180-day timeframe specified in subsection (2).

150
151 A county is not required to issue a refund if the applicant and
152 the county agree to an extension of time, the delay is caused by
153 the applicant, or the delay is attributable to a force majeure
154 or other extraordinary circumstance.

155 (5)~~(3)~~ When a county denies an application for a
156 development permit or development order, the county shall give
157 written notice to the applicant. The notice must include a
158 citation to the applicable portions of an ordinance, rule,
159 statute, or other legal authority for the denial of the permit
160 or order.

161 (6)~~(4)~~ As used in this section, the terms "development
162 permit" and "development order" have the same meaning as in s.
163 163.3164, but do not include building permits.

164 (7)~~(5)~~ For any development permit application filed with
165 the county after July 1, 2012, a county may not require as a
166 condition of processing or issuing a development permit or
167 development order that an applicant obtain a permit or approval
168 from any state or federal agency unless the agency has issued a
169 final agency action that denies the federal or state permit
170 before the county action on the local development permit.

171 (8)~~(6)~~ Issuance of a development permit or development
172 order by a county does not in any way create any rights on the
173 part of the applicant to obtain a permit from a state or federal
174 agency and does not create any liability on the part of the

20251080er

175 county for issuance of the permit if the applicant fails to
176 obtain requisite approvals or fulfill the obligations imposed by
177 a state or federal agency or undertakes actions that result in a
178 violation of state or federal law. A county shall attach such a
179 disclaimer to the issuance of a development permit and shall
180 include a permit condition that all other applicable state or
181 federal permits be obtained before commencement of the
182 development.

183 (9)~~(7)~~ This section does not prohibit a county from
184 providing information to an applicant regarding what other state
185 or federal permits may apply.

186 Section 2. Present paragraph (j) of subsection (6) of
187 section 163.3180, Florida Statutes, is redesignated as paragraph
188 (k), and a new paragraph (j) is added to that subsection, to
189 read:

190 163.3180 Concurrency.—

191 (6)

192 (j) A school district may not collect, charge, or impose
193 any alternative fee in lieu of an impact fee to mitigate the
194 impact of development on educational facilities unless such fee
195 meets the requirements of s. 163.3180(4)(f) and (g). In any
196 action challenging a fee under this paragraph, the school
197 district has the burden of proving by a preponderance of the
198 evidence that the imposition and amount of the fee meet the
199 requirements of state legal precedent.

200 Section 3. Paragraph (a) of subsection (7) of section
201 553.80, Florida Statutes, is amended to read:

202 553.80 Enforcement.—

203 (7) (a) The governing bodies of local governments may

20251080er

204 provide a schedule of reasonable fees, as authorized by s.
205 125.56(2) or s. 166.222 and this section, for enforcing this
206 part. These fees, and any fines or investment earnings related
207 to the fees, may only be used for carrying out the local
208 government's responsibilities in enforcing the Florida Building
209 Code, including, but not limited to, any process or enforcement
210 related to obtaining or finalizing a building permit. When
211 providing a schedule of reasonable fees, the total estimated
212 annual revenue derived from fees, and the fines and investment
213 earnings related to the fees, may not exceed the total estimated
214 annual costs of allowable activities. Any unexpended balances
215 must be carried forward to future years for allowable activities
216 or must be refunded at the discretion of the local government. A
217 local government may not carry forward an amount exceeding the
218 average of its operating budget for enforcing the Florida
219 Building Code for the previous 4 fiscal years. For purposes of
220 this subsection, the term "operating budget" does not include
221 reserve amounts. Any amount exceeding this limit must be used as
222 authorized in subparagraph 2. However, a local government that
223 established, as of January 1, 2019, a Building Inspections Fund
224 Advisory Board consisting of five members from the construction
225 stakeholder community and carries an unexpended balance in
226 excess of the average of its operating budget for the previous 4
227 fiscal years may continue to carry such excess funds forward
228 upon the recommendation of the advisory board. The basis for a
229 fee structure for allowable activities must relate to the level
230 of service provided by the local government and must include
231 consideration for refunding fees due to reduced services based
232 on services provided as prescribed by s. 553.791, but not

20251080er

provided by the local government. Fees charged must be consistently applied.

1. As used in this subsection, the phrase "enforcing the Florida Building Code" includes the direct costs and reasonable indirect costs associated with review of building plans, building inspections, reinspections, and building permit processing; building code enforcement; and fire inspections associated with new construction. The phrase may also include training costs associated with the enforcement of the Florida Building Code and enforcement action pertaining to unlicensed contractor activity to the extent not funded by other user fees.

2. A local government must use any excess funds that it is prohibited from carrying forward to rebate and reduce fees, to upgrade technology hardware and software systems to enhance service delivery, to pay for the construction of a building or structure that houses a local government's building code enforcement agency, or for training programs for building officials, inspectors, or plans examiners associated with the enforcement of the Florida Building Code. Excess funds used to construct such a building or structure must be designated for such purpose by the local government and may not be carried forward for more than 4 consecutive years. An owner or builder who has a valid building permit issued by a local government for a fee, or an association of owners or builders located in the state that has members with valid building permits issued by a local government for a fee, may bring a civil action against the local government that issued the permit for a fee to enforce this subparagraph.

3. The following activities may not be funded with fees

20251080er

adopted for enforcing the Florida Building Code:

a. Planning and zoning or other general government activities not related to obtaining a building permit.

b. Inspections of public buildings for a reduced fee or no fee.

c. Public information requests, community functions, boards, and any program not directly related to enforcement of the Florida Building Code.

d. Enforcement and implementation of any other local ordinance, excluding validly adopted local amendments to the Florida Building Code and excluding any local ordinance directly related to enforcing the Florida Building Code as defined in subparagraph 1.

4. A local government must use recognized management, accounting, and oversight practices to ensure that fees, fines, and investment earnings generated under this subsection are maintained and allocated or used solely for the purposes described in subparagraph 1.

5. The local enforcement agency, independent district, or special district may not require at any time, including at the time of application for a permit, the payment of any additional fees, charges, or expenses associated with:

- a. Providing proof of licensure under chapter 489;
- b. Recording or filing a license issued under this chapter;
- c. Providing, recording, or filing evidence of workers' compensation insurance coverage as required by chapter 440; or
- d. Charging surcharges or other similar fees not directly related to enforcing the Florida Building Code.

Section 4. Effective January 1, 2026, paragraphs (g) and

20251080er

(h) of subsection (6) of section 163.31801, Florida Statutes,
are amended to read:

163.31801 Impact fees; short title; intent; minimum
requirements; audits; challenges.—

(6) A local government, school district, or special
district may increase an impact fee only as provided in this
subsection.

(g)1. A local government, school district, or special
district may increase an impact fee rate beyond the phase-in
limitations established under paragraph (b), paragraph (c),
paragraph (d), or paragraph (e) by establishing the need for
such increase in full compliance with the requirements of
subsection (4), provided the following criteria are met:

a.1. A demonstrated-need study justifying any increase in
excess of those authorized in paragraph (b), paragraph (c),
paragraph (d), or paragraph (e) has been completed within the 12
months before the adoption of the impact fee increase and
expressly demonstrates the extraordinary circumstances
necessitating the need to exceed the phase-in limitations.

b.2. The local government jurisdiction has held at least
~~not less than~~ two publicly noticed workshops dedicated to the
extraordinary circumstances necessitating the need to exceed the
phase-in limitations set forth in paragraph (b), paragraph (c),
paragraph (d), or paragraph (e).

c.3. The impact fee increase ordinance is approved by ~~at~~
~~least~~ a unanimous ~~two-thirds~~ vote of the governing body.

2. An impact fee increase approved under this paragraph
must be implemented in at least two but not more than four equal
annual increments beginning with the date on which the impact

20251080er

fee increase ordinance is adopted.

3. A local government may not increase an impact fee rate beyond the phase-in limitations under this paragraph if the local government has not increased the impact fee within the past 5 years. Any year in which the local government is prohibited from increasing an impact fee because the jurisdiction is in a hurricane disaster area is not included in the 5-year period.

~~(h) This subsection operates retroactively to January 1, 2021.~~

Section 5. Paragraphs (b) and (c) of subsection (3) of section 163.3184, Florida Statutes, are amended to read:

163.3184 Process for adoption of comprehensive plan or plan amendment.—

(3) EXPEDITED STATE REVIEW PROCESS FOR ADOPTION OF COMPREHENSIVE PLAN AMENDMENTS.—

(b)1. If a plan amendment or amendments are adopted, the local government, after the initial public hearing held pursuant to subsection (11), shall transmit, within 10 working days after the date of adoption, the amendment or amendments and appropriate supporting data and analyses to the reviewing agencies. The local governing body shall also transmit a copy of the amendments and supporting data and analyses to any other local government or governmental agency that has filed a written request with the governing body.

2. The reviewing agencies and any other local government or governmental agency specified in subparagraph 1. may provide comments regarding the amendment or amendments to the local government. State agencies shall only comment on important state

20251080er

resources and facilities that will be adversely impacted by the amendment if adopted. Comments provided by state agencies shall state with specificity how the plan amendment will adversely impact an important state resource or facility and shall identify measures the local government may take to eliminate, reduce, or mitigate the adverse impacts. Such comments, if not resolved, may result in a challenge by the state land planning agency to the plan amendment. Agencies and local governments must transmit their comments to the affected local government such that they are received by the local government not later than 30 days after the date on which the agency or government received the amendment or amendments. Reviewing agencies shall also send a copy of their comments to the state land planning agency.

3. Comments to the local government from a regional planning council, county, or municipality shall be limited as follows:

a. The regional planning council review and comments shall be limited to adverse effects on regional resources or facilities identified in the strategic regional policy plan and extrajurisdictional impacts that would be inconsistent with the comprehensive plan of any affected local government within the region. A regional planning council may not review and comment on a proposed comprehensive plan amendment prepared by such council unless the plan amendment has been changed by the local government subsequent to the preparation of the plan amendment by the regional planning council.

b. County comments shall be in the context of the relationship and effect of the proposed plan amendments on the

20251080er

county plan.

c. Municipal comments shall be in the context of the relationship and effect of the proposed plan amendments on the municipal plan.

d. Military installation comments shall be provided in accordance with s. 163.3175.

4. Comments to the local government from state agencies shall be limited to the following subjects as they relate to important state resources and facilities that will be adversely impacted by the amendment if adopted:

a. The Department of Environmental Protection shall limit its comments to the subjects of air and water pollution; wetlands and other surface waters of the state; federal and state-owned lands and interest in lands, including state parks, greenways and trails, and conservation easements; solid waste; water and wastewater treatment; and the Everglades ecosystem restoration.

b. The Department of State shall limit its comments to the subjects of historic and archaeological resources.

c. The Department of Transportation shall limit its comments to issues within the agency's jurisdiction as it relates to transportation resources and facilities of state importance.

d. The Fish and Wildlife Conservation Commission shall limit its comments to subjects relating to fish and wildlife habitat and listed species and their habitat.

e. The Department of Agriculture and Consumer Services shall limit its comments to the subjects of agriculture, forestry, and aquaculture issues.

20251080er

f. The Department of Education shall limit its comments to the subject of public school facilities.

g. The appropriate water management district shall limit its comments to flood protection and floodplain management, wetlands and other surface waters, and regional water supply.

h. The state land planning agency shall limit its comments to important state resources and facilities outside the jurisdiction of other commenting state agencies and may include comments on countervailing planning policies and objectives served by the plan amendment that should be balanced against potential adverse impacts to important state resources and facilities.

(c)1. The local government shall hold a second public hearing, which shall be a hearing on whether to adopt one or more comprehensive plan amendments pursuant to subsection (11). If the local government fails, within 180 days after receipt of agency comments, to hold the second public hearing, ~~and to adopt the comprehensive plan amendments,~~ the amendments are deemed withdrawn unless extended by agreement with notice to the state land planning agency and any affected person that provided comments on the amendment. If the amendments are not adopted at the second public hearing, the amendments shall be formally adopted by the local government within 180 days after the second public hearing is held or the amendments are deemed withdrawn ~~The 180-day limitation does not apply to amendments processed pursuant to s. 380.06.~~

2. All comprehensive plan amendments adopted by the governing body, along with the supporting data and analysis, shall be transmitted within 30 ~~10~~ working days after the final

20251080er

adoption hearing to the state land planning agency and any other agency or local government that provided timely comments under subparagraph (b)2. If the local government fails to transmit the comprehensive plan amendments within 30 ~~40~~ working days after the final adoption hearing, the amendments are deemed withdrawn.

3. The state land planning agency shall notify the local government of any deficiencies within 5 working days after receipt of an amendment package. For purposes of completeness, an amendment shall be deemed complete if it contains a full, executed copy of:

a. The adoption ordinance or ordinances;

b. In the case of a text amendment, the amended language in legislative format with new words inserted in the text underlined, and words deleted stricken with hyphens;

c. In the case of a future land use map amendment, the future land use map clearly depicting the parcel, its existing future land use designation, and its adopted designation; and

d. Any data and analyses the local government deems appropriate.

4. An amendment adopted under this paragraph does not become effective until 31 days after the state land planning agency notifies the local government that the plan amendment package is complete. If timely challenged, an amendment does not become effective until the state land planning agency or the Administration Commission enters a final order determining the adopted amendment to be in compliance.

Section 6. Section 166.033, Florida Statutes, is amended to read:

166.033 Development permits and orders.—

20251080er

(1) A municipality shall specify in writing the minimum information that must be submitted for an application for a zoning approval, rezoning approval, subdivision approval, certification, special exception, or variance. A municipality shall make the minimum information available for inspection and copying at the location where the municipality receives applications for development permits and orders, provide the information to the applicant at a preapplication meeting, or post the information on the municipality's website.

(2) Within 5 business days after receiving an application for approval of a development permit or development order, a municipality shall confirm receipt of the application using contact information provided by the applicant. Within 30 days after receiving an application for approval of a development permit or development order, a municipality must review the application for completeness and issue a written notification to the applicant ~~letter~~ indicating that all required information is submitted or specify in writing specifying ~~specifying~~ with particularity any areas that are deficient. If the application is deficient, the applicant has 30 days to address the deficiencies by submitting the required additional information. For applications that do not require final action through a quasi-judicial hearing or a public hearing, the municipality must approve, approve with conditions, or deny the application for a development permit or development order within 120 days after the municipality has deemed the application complete. ~~, or 180 days~~ For applications that require final action through a quasi-judicial hearing or a public hearing, the municipality must approve, approve with conditions, or deny the application for a

20251080er

development permit or development order within 180 days after
the municipality has deemed the application complete. Both
parties may agree in writing or in a public meeting or hearing
to ~~a reasonable request for~~ an extension of time, particularly
in the event of a force majeure or other extraordinary
circumstance. An approval, approval with conditions, or denial
of the application for a development permit or development order
must include written findings supporting the municipality's
decision. The timeframes contained in this subsection do not
apply in an area of critical state concern, as designated in s.
380.0552 or chapter 28-36, Florida Administrative Code. The
timeframes contained in this subsection restart if an applicant
makes a substantive change to the application. As used in this
subsection, the term "substantive change" means an applicant-
initiated change of 15 percent or more in the proposed density,
intensity, or square footage of a parcel.

~~(3) (a) (2) (a)~~ When reviewing an application for a
development permit or development order that is certified by a
professional listed in s. 403.0877, a municipality may not
request additional information from the applicant more than
three times, unless the applicant waives the limitation in
writing.

(b) If a municipality makes a request for additional
information and the applicant submits the required additional
information within 30 days after receiving the request, the
municipality must review the application for completeness and
issue a letter indicating that all required information has been
submitted or specify with particularity any areas that are
deficient within 30 days after receiving the additional

20251080er

information.

(c) If a municipality makes a second request for additional information and the applicant submits the required additional information within 30 days after receiving the request, the municipality must review the application for completeness and issue a letter indicating that all required information has been submitted or specify with particularity any areas that are deficient within 10 days after receiving the additional information.

(d) Before a third request for additional information, the applicant must be offered a meeting to attempt to resolve outstanding issues. If a municipality makes a third request for additional information and the applicant submits the required additional information within 30 days after receiving the request, the municipality must deem the application complete within 10 days after receiving the additional information or proceed to process the application for approval or denial unless the applicant waived the municipality's limitation in writing as described in paragraph (a).

(e) Except as provided in subsection (7) ~~(5)~~, if the applicant believes the request for additional information is not authorized by ordinance, rule, statute, or other legal authority, the municipality, at the applicant's request, shall proceed to process the application for approval or denial.

(4) A municipality must issue a refund to an applicant equal to:

(a) Ten percent of the application fee if the municipality fails to issue written notification of completeness or written specification of areas of deficiency within 30 days after

20251080er

receiving the application.

(b) Ten percent of the application fee if the municipality fails to issue written notification of completeness or written specification of areas of deficiency within 30 days after receiving the additional information pursuant to paragraph (3) (b) .

(c) Twenty percent of the application fee if the municipality fails to issue written notification of completeness or written specification of areas of deficiency within 10 days after receiving the additional information pursuant to paragraph (3) (c) .

(d) Fifty percent of the application fee if the municipality fails to approve, approves with conditions, or denies the application within 30 days after conclusion of the 120-day or 180-day timeframe specified in subsection (2) .

(e) One hundred percent of the application fee if the municipality fails to approve, approves with conditions, or denies an application 31 days or more after conclusion of the 120-day or 180-day timeframe specified in subsection (2) .

A municipality is not required to issue a refund if the applicant and the municipality agree to an extension of time, the delay is caused by the applicant, or the delay is attributable to a force majeure or other extraordinary circumstance.

(5) ~~(3)~~ When a municipality denies an application for a development permit or development order, the municipality shall give written notice to the applicant. The notice must include a citation to the applicable portions of an ordinance, rule,

20251080er

statute, or other legal authority for the denial of the permit or order.

(6)~~(4)~~ As used in this section, the terms "development permit" and "development order" have the same meaning as in s. 163.3164, but do not include building permits.

(7)~~(5)~~ For any development permit application filed with the municipality after July 1, 2012, a municipality may not require as a condition of processing or issuing a development permit or development order that an applicant obtain a permit or approval from any state or federal agency unless the agency has issued a final agency action that denies the federal or state permit before the municipal action on the local development permit.

(8)~~(6)~~ Issuance of a development permit or development order by a municipality does not create any right on the part of an applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the municipality for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law. A municipality shall attach such a disclaimer to the issuance of development permits and shall include a permit condition that all other applicable state or federal permits be obtained before commencement of the development.

(9)~~(7)~~ This section does not prohibit a municipality from providing information to an applicant regarding what other state or federal permits may apply.

Section 7. Except as otherwise expressly provided in this

20251080er

610 act, this act shall take effect October 1, 2025.

Appendix C
City of Leoville, Florida
Impact Fee Study

Fixed Asset Data and Asset Fundamentation

Line	Description	Reference	ID	Type	Status	Asset Info	Group	Sub Account	Group/Sub	Asset Control Description	Asset Control AC/FY Group	Date Acquired	Asset Initial Cost	Adjustments	Adjusted Cost	Allo. Code	Water				Wastewater				Other Plant			
																	Supply	Treatment	Transmission	Eff. Red. Transmission	Distribution	Eff. Red. Distribution	Fire Hydrants	Meters	Treatment	Eff. Red. Transmission	Transmission	Collection
UTILITY SYSTEM FIXED ASSETS																												
1	Lake Pointe Area Booster Stati	1	Individual	Active	W	303	W-303	LAND & LAND RIGHTS	Land	9/30/1997	5500	\$0	5500	W-Lines-Weight	15,000	0	\$0	\$200	\$0	\$300	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2	Pringle Well Site North	2	Individual	Active	W	303	W-303	LAND & LAND RIGHTS	Land	9/30/1997	15,000	\$0	15,000	W-Supply	15,000	0	0	0	0	0	0	0	0	0	0	0	0	0
3	Pringle Well Site South	3	Individual	Active	W	303	W-303	LAND & LAND RIGHTS	Land	9/30/1997	35,526	\$0	35,526	W-Treat.	0	35,526	0	0	0	0	0	0	0	0	0	0	0	0
4	Land	4	Individual	Active	W	303	W-303	LAND & LAND RIGHTS	Land	10/1/2002	22,241	\$0	22,241	W-Lines-Weight	0	0	8,821	0	0	0	0	0	0	0	0	0	0	0
5	Sec 26-19-24	5	Individual	Active	W	303	W-303	LAND & LAND RIGHTS	Land	10/1/2002	33,477	\$0	33,477	W-Lines-Weight	0	0	13,399	0	20,079	0	0	0	0	0	0	0	0	0
6	Sec 26-19-24	6	Individual	Active	W	303	W-303	LAND & LAND RIGHTS	Land	10/1/2002	146,678	\$0	146,678	W-Treat.	0	146,678	0	0	0	0	0	0	0	0	0	0	0	0
7	Plantation	7	Individual	Active	W	303	W-303	LAND & LAND RIGHTS	Land	9/30/2007	67,532	\$0	67,532	General	0	0	0	0	0	0	0	0	0	0	0	0	67,532	
8	Tree Trimp Bldg Demolition	8	Individual	Active	W	303	W-303	LAND & LAND RIGHTS	Land	12/31/2010	10,225	\$0	10,225	General	0	0	0	0	0	0	0	0	0	0	0	0	10,225	
9	Tree Trimp Bldg Demolition	9	Individual	Active	W	303	W-303	LAND & LAND RIGHTS	Land	12/31/2010	10,225	\$0	10,225	General	0	0	0	0	0	0	0	0	0	0	0	0	10,225	
10	Plantation Land Transfer	10	Individual	Active	W	303	W-303	LAND & LAND RIGHTS	Land	9/30/2015	17,091	\$0	17,091	W-Treat.	0	17,091	0	0	0	0	0	0	0	0	0	0	0	
11	Warehouses	11	Individual	Active	W	304	W-304	STRUCTURES & IMPROVEMENTS	Buildings	9/30/1998	22,618	\$0	22,618	W-Treat.	0	22,618	0	0	0	0	0	0	0	0	0	0	0	
12	General buildings	12	Individual	Active	W	304	W-304	STRUCTURES & IMPROVEMENTS	Buildings	9/30/1944	12,032	\$0	12,032	W-Treat.	0	12,032	0	0	0	0	0	0	0	0	0	0	0	
13	Vehicle Storage	13	Individual	Fully Depreciated	W	304	W-304	STRUCTURES & IMPROVEMENTS	Buildings	9/30/1983	24,784	\$0	24,784	W-Treat.	0	24,784	0	0	0	0	0	0	0	0	0	0	0	
14	Vehicle Storage Roof Addition	14	Individual	Fully Depreciated	W	304	W-304	STRUCTURES & IMPROVEMENTS	Buildings	9/30/1987	4,701	\$0	4,701	W-Treat.	0	4,701	0	0	0	0	0	0	0	0	0	0	0	
15	Office & Conference room equipm	15	Individual	Active	W	304	W-304	STRUCTURES & IMPROVEMENTS	Buildings	9/30/1992	83,372	\$0	83,372	W-Treat.	0	83,372	0	0	0	0	0	0	0	0	0	0	0	
16	Storage area roof	16	Individual	Fully Depreciated	W	304	W-304	STRUCTURES & IMPROVEMENTS	Buildings	9/30/1994	13,275	\$0	13,275	W-Treat.	0	13,275	0	0	0	0	0	0	0	0	0	0	0	
17	Warehouse alteration	17	Individual	Active	W	304	W-304	STRUCTURES & IMPROVEMENTS	Buildings	9/30/1977	22,618	\$0	22,618	W-Treat.	0	22,618	0	0	0	0	0	0	0	0	0	0	0	
18	Warehouse roof repairs 8815	18	Individual	Fully Depreciated	W	304	W-304	STRUCTURES & IMPROVEMENTS	Buildings	9/30/1988	7,494	\$0	7,494	W-Treat.	0	7,494	0	0	0	0	0	0	0	0	0	0	0	
19	Storage Bldg Material	19	Individual	Fully Depreciated	W	304	W-304	STRUCTURES & IMPROVEMENTS	Buildings	9/30/1993	58,683	\$0	58,683	W-Treat.	0	58,683	0	0	0	0	0	0	0	0	0	0	0	
20	Warehouse Addition - Wty Shed	20	Individual	Fully Depreciated	W	304	W-304	STRUCTURES & IMPROVEMENTS	Buildings	9/30/1977	41,165	\$0	41,165	W-Treat.	0	41,165	0	0	0	0	0	0	0	0	0	0	0	
21	Storage Shed covered	21	Individual	Fully Depreciated	W	304	W-304	STRUCTURES & IMPROVEMENTS	Buildings	9/30/1989	10,500	\$0	10,500	W-Treat.	0	10,500	0	0	0	0	0	0	0	0	0	0	0	
22	Water Plant Roof Coating/Repair	22	Individual	Active	W	304	W-304	STRUCTURES & IMPROVEMENTS	Buildings	8/27/2002	7,800	\$0	7,800	W-Treat.	0	7,800	0	0	0	0	0	0	0	0	0	0	0	
23	ESR Building	23	Individual	Active	W	304	W-304	STRUCTURES & IMPROVEMENTS	Buildings	10/1/2002	94,126	\$0	94,126	W-Treat.	0	94,126	0	0	0	0	0	0	0	0	0	0	0	
24	Aluminum Pump House Airport	24	Individual	Fully Depreciated	W	304	W-304	STRUCTURES & IMPROVEMENTS	Buildings	12/29/2003	9,590	\$0	9,590	W-Treat.	0	9,590	0	0	0	0	0	0	0	0	0	0	0	
25	WWTP Ops Building	25	Individual	Active	W	304	W-304	STRUCTURES & IMPROVEMENTS	Buildings	9/30/2007	949,879	\$0	949,879	W-Treat.	0	0	0	0	0	0	0	0	0	0	0	0	949,879	
26	Rehab College St	26	Individual	Active	W	304	W-304	STRUCTURES & IMPROVEMENTS	Buildings	11/29/2001	115,901	\$0	115,901	W-Supply	115,901	0	0	0	0	0	0	0	0	0	0	0	0	
27	Rehab College St	27	Individual	Active	W	304	W-304	STRUCTURES & IMPROVEMENTS	Buildings	12/29/2003	12,159	\$0	12,159	W-Supply	12,159	0	0	0	0	0	0	0	0	0	0	0	0	
28	Hydroponic Tank Replacement	28	Individual	Active	W	304	W-304	STRUCTURES & IMPROVEMENTS	Buildings	4/10/2009	58,525	\$0	58,525	W-Supply	58,525	0	0	0	0	0	0	0	0	0	0	0	0	
29	Rehab LA Square Mid WWTP	29	Individual	Active	W	304	W-304	STRUCTURES & IMPROVEMENTS	Buildings	9/30/1999	128,089	\$0	128,089	W-Supply	128,089	0	0	0	0	0	0	0	0	0	0	0	0	
30	Turnpike Facility	30	Individual	Active	W	304	W-304	STRUCTURES & IMPROVEMENTS	Buildings	9/30/2010	2,364,926	(1,199,053)	1,165,873	W-Lines-Weight	0	0	0	1,713,155	0	651,771	0	0	0	0	0	0	0	
31	Royal Highlands WTP	31	Individual	Active	W	304	W-304	STRUCTURES & IMPROVEMENTS	Buildings	9/30/2010	1,199,053	0	1,199,053	W-Treat.	0	0	0	0	0	0	0	0	0	0	0	0	0	
32	Reef Proj-6th St Env Svc Bldg	32	Individual	Active	W	304	W-304	STRUCTURES & IMPROVEMENTS	Buildings	2/25/2011	15,671	\$0	15,671	W-Treat.	0	15,671	0	0	0	0	0	0	0	0	0	0	0	
33	Plantation WTP Improvements	33	Individual	Active	W	304	W-304	STRUCTURES & IMPROVEMENTS	Buildings	7/20/2007	786,738	\$0	786,738	W-Treat.	0	786,738	0	0	0	0	0	0	0	0	0	0	0	
34	Plantation WTP Expansion	34	Individual	Active	W	304	W-304	STRUCTURES & IMPROVEMENTS	Buildings	12/14/2016	3,834,107	\$0	3,834,107	W-Treat.	0	3,834,107	0	0	0	0	0	0	0	0	0	0	0	
35	Capital Loss FY 10 & Prior Yrs	35	Individual	Active	W	304	W-304	STRUCTURES & IMPROVEMENTS	Buildings	4/12/01	6,852	\$0	6,852	General	0	6,852	0	0	0	0	0	0	0	0	0	0	6,852	
36	Main Wastewater Roof Replacement	36	Individual	Active	W	304	W-304	STRUCTURES & IMPROVEMENTS	Buildings	5/25/2018	9,842	\$0	9,842	W-Treat.	0	9,842	0	0	0	0	0	0	0	0	0	0	0	
37	Reef Replac @ 273 S 5TH Street	37	Individual	Active	W	304	W-304	STRUCTURES & IMPROVEMENTS	Buildings	8/29/2010	48,760	\$0	48,760	W-Treat.	0	48,760	0	0	0	0	0	0	0	0	0	0	0	
38	Memo Street Bldg 952 E Main	38	Individual	Active	W	304	W-304	STRUCTURES & IMPROVEMENTS	Buildings	5/31/2022	735,616	\$0	735,616	W-Treat.	0	735,616	0	0	0	0	0	0	0	0	0	0	0	
39	Elevated Tower Wastout-Airport	39	Individual	Active	W	304	W-304	STRUCTURES & IMPROVEMENTS	Buildings	1/18/2022	6,113	\$0	6,113	W-Supply	6,113	0	0	0	0	0	0	0	0	0	0	0	0	
40	Elevated Tower Wastout-Airport	40	Individual	Active	W	304	W-304	STRUCTURES & IMPROVEMENTS	Buildings	1/18/2022	6,113	\$0	6,113	W-Supply	6,113	0	0	0	0	0	0	0	0	0	0	0	0	
41	Elevated Tower Wastout-Newell	41	Individual	Active	W	304	W-304	STRUCTURES & IMPROVEMENTS	Buildings	1/18/2022	6,113	\$0	6,113	W-Supply	6,113	0	0	0	0	0	0	0	0	0	0	0	0	
42	Elevated Tower Wastout-Clark	42	Individual	Active	W	304	W-304	STRUCTURES & IMPROVEMENTS	Buildings	1/18/2022	6,113	\$0	6,113	W-Supply	6,113	0	0	0	0	0	0	0	0	0	0	0	0	
43	Electric Gas (Gas/Water)	43	Individual	Fully Depreciated	W	304	W-304	IMPROVEMENTS OTHER THAN BUILDINGS	Improvements Other	1/12/1999	8,917	\$0	8,917	W-Treat.	0	8,917	0	0	0	0	0	0	0	0	0	0	0	
44	Parking Lot Gas/Water Dept	44	Individual	Fully Depreciated	W	304	W-304	IMPROVEMENTS OTHER THAN BUILDINGS	Improvements Other	9/29/2000	11,235	\$0	11,235	W-Treat.	0	11,235	0	0	0	0	0	0	0	0	0	0	0	
45	Reeford Gas/Water Plant	45	Individual	Fully Depreciated	W	304	W-304	IMPROVEMENTS OTHER THAN BUILDINGS	Improvements Other	9/30/2000	39,202	\$0	39,202	W-Treat.	0	39,202	0	0	0	0	0	0	0	0	0	0	0	
46	Automatic Rolling Cans (G&W)	46	Individual	Fully Depreciated	W	304	W-304	IMPROVEMENTS OTHER THAN BUILDINGS	Improvements Other																			

Appendix C
City of Leavenworth, Florida
Impact Fee Study

Asset Asset Data and Asset Fundamentals

Line ID	Description	Reference	ID	Type	Status	Asset Info	Group	Sub Account	Group/Sub	Asset Control Description	Asset Control AC/FY Group	Date Acquired	Asset Initial Cost	Adjustments	Adjusted Cost	Asset Code	Water					Wastewater					Other Plant	
																	Supply	Treatment	Transmission	Eff. Red. Transmission	Distribution	Eff. Red. Distribution	Pipe Hydrants	Meters	Treatment	Eff. Red. Treatment	Transmission	Collection
125	12510P Pump Column Assembly@Wd#1	125	Individual	Active	W	311	W-311		PUMPING EQUIPMENT	Machinery and Equip	8/12/2013	16,874	0	16,874	W-Supply		16,874		0	0	0	0	0	0	0	0	0	
126	HSP #1 & 40 HP VFD #1	126	Individual	Active	W	311	W-311		PUMPING EQUIPMENT	Machinery and Equip	8/15/2013	13,405	0	13,405	W-Treat.			13,405	0	0	0	0	0	0	0	0	0	
127	VFD for Rese Pump#5 - 150 HP	127	Individual	Active	W	311	W-311		PUMPING EQUIPMENT	Machinery and Equip	9/6/2013	12,717	0	12,717	RW-Lines-Weight			0	0	9,212	0	3,505		0	0	0	0	
128	HL Vertical Turbine Pump@Wd#1	128	Individual	Active	W	311	W-311		PUMPING EQUIPMENT	Machinery and Equip	8/11/2013	12,290	0	12,290	W-Supply		12,290		0	0	0	0	0	0	0	0	0	
129	HL Vertical Turbine Pump@Wd#2	129	Individual	Active	W	311	W-311		PUMPING EQUIPMENT	Machinery and Equip	8/11/2013	11,761	0	11,761	W-Supply		11,761		0	0	0	0	0	0	0	0	0	
130	HL 100hp Centrifugal HSP	130	Individual	Active	W	311	W-311		PUMPING EQUIPMENT	Machinery and Equip	8/11/2013	58,806	0	58,806	W-Treat.			58,806	0	0	0	0	0	0	0	0	0	
131	HL 100hp Centrifugal HSP	131	Individual	Active	W	311	W-311		PUMPING EQUIPMENT	Machinery and Equip	8/11/2013	58,806	0	58,806	W-Treat.			58,806	0	0	0	0	0	0	0	0	0	
132	HL 100hp Centrifugal HSP	132	Individual	Active	W	311	W-311		PUMPING EQUIPMENT	Machinery and Equip	8/11/2013	58,806	0	58,806	W-Treat.			58,806	0	0	0	0	0	0	0	0	0	
133	HL 100hp Centrifugal HSP	133	Individual	Active	W	311	W-311		PUMPING EQUIPMENT	Machinery and Equip	8/11/2013	58,806	0	58,806	W-Treat.			58,806	0	0	0	0	0	0	0	0	0	
134	HL HSP @ Pump Room	134	Individual	Active	W	311	W-311		PUMPING EQUIPMENT	Machinery and Equip	8/11/2013	19,602	0	19,602	W-Treat.			19,602	0	0	0	0	0	0	0	0	0	
135	HL VFD for US Motor @ Pump Room	135	Individual	Active	W	311	W-311		PUMPING EQUIPMENT	Machinery and Equip	8/11/2013	52,925	0	52,925	W-Treat.			52,925	0	0	0	0	0	0	0	0	0	
136	HL VFD for US Motor @ Pump Room	136	Individual	Active	W	311	W-311		PUMPING EQUIPMENT	Machinery and Equip	8/11/2013	52,925	0	52,925	W-Treat.			52,925	0	0	0	0	0	0	0	0	0	
137	HL VFD for US Motor @ Pump Room	137	Individual	Active	W	311	W-311		PUMPING EQUIPMENT	Machinery and Equip	8/11/2013	52,925	0	52,925	W-Treat.			52,925	0	0	0	0	0	0	0	0	0	
138	HL VFD for US Motor @ Pump Room	138	Individual	Active	W	311	W-311		PUMPING EQUIPMENT	Machinery and Equip	8/11/2013	52,925	0	52,925	W-Treat.			52,925	0	0	0	0	0	0	0	0	0	
139	HL VFD for US Motor @ Pump Room	139	Individual	Active	W	311	W-311		PUMPING EQUIPMENT	Machinery and Equip	8/11/2013	52,925	0	52,925	W-Treat.			52,925	0	0	0	0	0	0	0	0	0	
140	High Service Pump w/40HP VFD	140	Individual	Active	W	311	W-311		PUMPING EQUIPMENT	Machinery and Equip	11/13/2014	11,405	0	11,405	W-Treat.			11,405	0	0	0	0	0	0	0	0	0	
141	Reuse HSP#1 Pump @ Timpah	141	Individual	Active	W	311	W-311		PUMPING EQUIPMENT	Machinery and Equip	7/31/2014	6,575	0	6,575	RW-Lines-Weight			0	0	4,763	0	1,812		0	0	0	0	
142	Temple Rese High Service Ps	142	Individual	Active	W	311	W-311		PUMPING EQUIPMENT	Machinery and Equip	11/20/2015	6,575	0	6,575	RW-Lines-Weight			0	0	4,763	0	1,812		0	0	0	0	
143	Royal Highlands Pump #3 Impelr	143	Individual	Active	W	311	W-311		PUMPING EQUIPMENT	Machinery and Equip	11/20/2016	6,593	(6,593)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
144	Capital Loan FY16 & Prior Yrs	144	Individual	Active	W	311	W-311		PUMPING EQUIPMENT	Machinery and Equip	4/12/2017	29,801	0	29,801	General			0	0	0	0	0	0	0	0	0	29,801	
145	Rotating Assembly Pumps #1&2	145	Individual	Active	W	311	W-311		PUMPING EQUIPMENT	Machinery and Equip	5/12/2019	9,145	0	9,145	General			0	0	0	0	0	0	0	0	0	9,145	
146	HSP #3 Impeller Rebuild	146	Individual	Active	W	311	W-311		PUMPING EQUIPMENT	Machinery and Equip	11/02/2020	18,850	0	18,850	General			18,850	0	0	0	0	0	0	0	0	0	
147	Main HSP #5 Pump Rehab	147	Individual	Active	W	311	W-311		PUMPING EQUIPMENT	Machinery and Equip	3/27/2020	21,236	0	21,236	W-Treat.			21,236	0	0	0	0	0	0	0	0	0	
148	High Service Pump Replac #3	148	Individual	Active	W	311	W-311		PUMPING EQUIPMENT	Machinery and Equip	2/25/2020	81,195	0	81,195	W-Treat.			81,195	0	0	0	0	0	0	0	0	0	
149	High Service Pump #4	149	Individual	Active	W	311	W-311		PUMPING EQUIPMENT	Machinery and Equip	12/31/2020	75,249	0	75,249	W-Treat.			75,249	0	0	0	0	0	0	0	0	0	
150	VFD and Controller Replacement	150	Individual	Active	W	311	W-311		PUMPING EQUIPMENT	Machinery and Equip	3/29/2021	16,449	0	16,449	W-Treat.			16,449	0	0	0	0	0	0	0	0	0	
151	Controller Replacement	151	Individual	Active	W	311	W-311		PUMPING EQUIPMENT	Machinery and Equip	12/1/2021	51,991	0	51,991	W-Treat.			51,991	0	0	0	0	0	0	0	0	0	
152	Steep Hollow Well Rebuild	152	Individual	Active	W	311	W-311		PUMPING EQUIPMENT	Machinery and Equip	4/20/2022	25,395	0	25,395	W-Supply		25,395		0	0	0	0	0	0	0	0	0	
153	Controller Replacement	153	Individual	Active	W	311	W-311		PUMPING EQUIPMENT	Machinery and Equip	12/30/2021	18,500	0	18,500	W-Treat.			18,500	0	0	0	0	0	0	0	0	0	
154	Rotating Assembly HSP	154	Individual	Active	W	311	W-311		PUMPING EQUIPMENT	Machinery and Equip	4/7/2022	12,230	0	12,230	W-Treat.			12,230	0	0	0	0	0	0	0	0	0	
155	Well #1 Motor Replacement	155	Individual	Active	W	311	W-311		PUMPING EQUIPMENT	Machinery and Equip	4/20/2023	9,527	0	9,527	W-Supply		9,527		0	0	0	0	0	0	0	0	0	
156	HSP #3 REWIND PUMP	156	Individual	Active	W	311	W-311		PUMPING EQUIPMENT	Machinery and Equip	4/12/2024	10,800	0	10,800	W-Treat.			10,800	0	0	0	0	0	0	0	0	0	
157	Electrician Reuse 500kV relay	157	Individual	Fully Depreciated	W	320	W-320		WATER TREATMENT EQUIPMENT	Machinery and Equip	5/24/1999	3,073	0	3,073	General			0	0	0	0	0	0	0	0	0	3,073	
158	Electronic Actuator & PCU	158	Individual	Fully Depreciated	W	320	W-320		WATER TREATMENT EQUIPMENT	Machinery and Equip	9/11/2000	5,790	0	5,790	General			5,790	0	0	0	0	0	0	0	0	5,790	
159	Digital Dual cylinder scale	159	Individual	Fully Depreciated	W	320	W-320		WATER TREATMENT EQUIPMENT	Machinery and Equip	1/29/2001	1,425	0	1,425	General			0	0	0	0	0	0	0	0	0	1,425	
160	Dual Cylinder Scale - Chlorine	160	Individual	Fully Depreciated	W	320	W-320		WATER TREATMENT EQUIPMENT	Machinery and Equip	8/15/2000	1,241	0	1,241	General			0	0	0	0	0	0	0	0	0	1,241	
161	Fluorination Dissolution System	161	Individual	Fully Depreciated	W	320	W-320		WATER TREATMENT EQUIPMENT	Machinery and Equip	7/31/2006	20,000	0	20,000	W-Treat.			20,000	0	0	0	0	0	0	0	0	0	
162	Canal S Sodium Hypo Converter	162	Individual	Active	W	320	W-320		WATER TREATMENT EQUIPMENT	Machinery and Equip	9/25/2015	330,987	0	330,987	W-Treat.			330,987	0	0	0	0	0	0	0	0	0	
163	Control Panel for Highland Lake	163	Individual	Active	W	320	W-320		WATER TREATMENT EQUIPMENT	Machinery and Equip	5/12/2019	34,019	(34,019)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
164	Sodium Hypochlorite Brackin Con	164	Individual	Active	W	320	W-320		WATER TREATMENT EQUIPMENT	Machinery and Equip	10/31/2020	326,176	0	326,176	W-Treat.			326,176	0	0	0	0	0	0	0	0	0	
165	C&I Analyzer	165	Individual	Active	W	320	W-320		WATER TREATMENT EQUIPMENT	Machinery and Equip	6/30/2023	12,930	0	12,930	General			0	0	0	0	0	0	0	0	0	12,930	
166	Water Tank CS-#1	166	Individual	Active	W	330	W-330		RESERVOIRS AND STANDPIPES	Improvements Other	1/30/1972	1,402,459	0	1,402,459	W-Treat.			1,402,459	0	0	0	0	0	0	0	0	0	
167	Water Tank Airport	167	Individual	Fully Depreciated	W	330	W-330		RESERVOIRS AND STANDPIPES	Improvements Other	1/30/1976	51,097	0	51,097	W-Treat.			51,097	0	0	0	0	0	0	0	0	0	
168	Clen Pump Station tanks	168	Individual	Fully Depreciated	W	330	W-330		RESERVOIRS AND STANDPIPES	Improvements Other	1/30/1989	9,780	0	9,780	General			0	0	0	0	0	0	0	0	0	9,780	
169	Recharge tank - East side #10	169	Individual	Fully Depreciated	W	330	W-330		RESERVOIRS AND STANDPIPES	Improvements Other	1/30/1994	398,871	0	398,871	W-Treat.			398,871	0	0	0	0	0	0	0	0	0	
170	Paint tank Highland Lakes #405	170	Individual	Fully Depreciated	W	330	W-330		RESERVOIRS AND STANDPIPES	Improvements Other	1/30/1994	46,043	(46,043)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
171																												

Appendix C
City of Louisville, Florida
Impact Fee Study

Fixed Asset Data and Asset Fundamentation

Line ID	Description	Reference ID	Type	Status	Asset Group	Sub Account	Group/Sub	Asset Control Description	Asset Control AC/FY Group	Date Acquired	Asset Initial Cost	Adjustments	Adjusted Cost	Alt. Code	Water										Wastewater				Other Plant				
															Supply	Treatment	Transmission	Effl. Recl. Transmission	Distribution	Effl. Recl. Distribution	Fire Hydrants	Meters	Treatment	Effl. Recl. Treatment	Transmission	Collection	General						
251	8" HIGH DENSITY POLYETHYLENE	251	Mass	Active	W	331	W-331	TRANSMISSION & DIST MAINS	Improvements Other 1	9/22/2005	3,383	0	3,383	W-Lines-Weight	0	0	1,354	0	2,029	0	0	0	0	0	0	0	0	0	0	0	0		
252	8" MAIN - PVC, C900	252	Mass	Active	W	331	W-331	TRANSMISSION & DIST MAINS	Improvements Other 1	9/11/2007	1,081,971	0	1,081,971	W-Lines-Weight	0	0	433,038	0	648,932	0	0	0	0	0	0	0	0	0	0	0	0	0	
253	Main Line Tap 12"x12" PVC	253	Mass	Active	W	331	W-331	TRANSMISSION & DIST MAINS	Improvements Other 1	9/30/2008	43,937	0	43,937	W-Lines-Weight	0	0	17,585	0	26,352	0	0	0	0	0	0	0	0	0	0	0	0	0	
254	2" MAIN - PVC, C900	254	Mass	Active	W	331	W-331	TRANSMISSION & DIST MAINS	Improvements Other 1	9/30/2008	6,563	0	6,563	W-Lines-Weight	0	0	2,640	0	3,923	0	0	0	0	0	0	0	0	0	0	0	0	0	0
255	24" MAIN - DUCTILE IRON	255	Mass	Active	W	331	W-331	TRANSMISSION & DIST MAINS	Improvements Other 1	9/30/2010	164,389	0	164,389	W-Lines-Weight	0	0	65,793	0	98,595	0	0	0	0	0	0	0	0	0	0	0	0	0	0
256	12" MAIN - PVC, C900	256	Mass	Active	W	331	W-331	TRANSMISSION & DIST MAINS	Improvements Other 1	8/17/2010	330,992	0	330,992	W-Lines-Weight	0	0	132,473	0	198,519	0	0	0	0	0	0	0	0	0	0	0	0	0	0
257	10" MAIN - PVC, C900	257	Mass	Active	W	331	W-331	TRANSMISSION & DIST MAINS	Improvements Other 1	8/12/2010	659,148	0	659,148	W-Lines-Weight	0	0	263,813	0	395,335	0	0	0	0	0	0	0	0	0	0	0	0	0	0
258	12" MAIN, DUCTILE IRON	258	Mass	Active	W	331	W-331	TRANSMISSION & DIST MAINS	Improvements Other 1	9/15/2010	160,211	0	160,211	W-Lines-Weight	0	0	67,323	0	100,888	0	0	0	0	0	0	0	0	0	0	0	0	0	0
259	8" MAIN - PVC, C900	259	Mass	Active	W	331	W-331	TRANSMISSION & DIST MAINS	Improvements Other 1	8/3/2010	20,346	0	20,346	W-Lines-Weight	0	0	8,143	0	12,203	0	0	0	0	0	0	0	0	0	0	0	0	0	0
260	8" MAIN - PVC, C900	260	Mass	Active	W	331	W-331	TRANSMISSION & DIST MAINS	Improvements Other 1	8/14/2011	22,480	0	22,480	W-Lines-Weight	0	0	8,997	0	13,483	0	0	0	0	0	0	0	0	0	0	0	0	0	0
261	10" MAIN, DUCTILE IRON	261	Mass	Active	W	331	W-331	TRANSMISSION & DIST MAINS	Improvements Other 1	8/31/2013	150,247	0	150,247	W-Lines-Weight	0	0	60,134	0	90,113	0	0	0	0	0	0	0	0	0	0	0	0	0	0
262	2" MAIN - PVC, C900	262	Mass	Active	W	331	W-331	TRANSMISSION & DIST MAINS	Improvements Other 1	8/31/2013	8,429	0	8,429	W-Lines-Weight	0	0	3,374	0	5,056	0	0	0	0	0	0	0	0	0	0	0	0	0	0
263	24" MAIN, DUCTILE IRON	263	Mass	Active	W	331	W-331	TRANSMISSION & DIST MAINS	Improvements Other 1	8/31/2013	450,712	0	450,712	W-Lines-Weight	0	0	180,389	0	270,323	0	0	0	0	0	0	0	0	0	0	0	0	0	0
264	6" MAIN - PVC, C900	264	Mass	Active	W	331	W-331	TRANSMISSION & DIST MAINS	Improvements Other 1	8/31/2013	25,288	0	25,288	W-Lines-Weight	0	0	10,121	0	15,167	0	0	0	0	0	0	0	0	0	0	0	0	0	0
265	10" MAIN - DUCTILE IRON	265	Mass	Active	W	331	W-331	TRANSMISSION & DIST MAINS	Improvements Other 1	8/31/2013	107,941	0	107,941	W-Lines-Weight	0	0	43,201	0	64,740	0	0	0	0	0	0	0	0	0	0	0	0	0	0
266	8" MAIN - PVC, C900	266	Mass	Active	W	331	W-331	TRANSMISSION & DIST MAINS	Improvements Other 1	8/31/2013	233,222	0	233,222	W-Lines-Weight	0	0	94,143	0	141,079	0	0	0	0	0	0	0	0	0	0	0	0	0	0
267	8" MAIN - DUCTILE IRON	267	Mass	Active	W	331	W-331	TRANSMISSION & DIST MAINS	Improvements Other 1	8/31/2013	233,222	0	233,222	W-Lines-Weight	0	0	94,143	0	141,079	0	0	0	0	0	0	0	0	0	0	0	0	0	0
268	8" MAIN - DUCTILE IRON	268	Mass	Active	W	331	W-331	TRANSMISSION & DIST MAINS	Improvements Other 1	8/31/2013	8,429	0	8,429	W-Lines-Weight	0	0	3,374	0	5,056	0	0	0	0	0	0	0	0	0	0	0	0	0	0
269	6" MAIN - DUCTILE IRON	269	Mass	Active	W	331	W-331	TRANSMISSION & DIST MAINS	Improvements Other 1	8/31/2013	233,222	0	233,222	W-Lines-Weight	0	0	94,143	0	141,079	0	0	0	0	0	0	0	0	0	0	0	0	0	0
270	12" MAIN, DUCTILE IRON	270	Mass	Active	W	331	W-331	TRANSMISSION & DIST MAINS	Improvements Other 1	8/31/2013	2,058,193	0	2,058,193	W-Lines-Weight	0	0	823,752	0	1,234,440	0	0	0	0	0	0	0	0	0	0	0	0	0	0
271	12" MAIN, DUCTILE IRON	271	Mass	Active	W	331	W-331	TRANSMISSION & DIST MAINS	Improvements Other 1	8/31/2013	21,074	0	21,074	W-Lines-Weight	0	0	8,434	0	12,639	0	0	0	0	0	0	0	0	0	0	0	0	0	0
272	Hydrant Services	272	Individual	Active	W	333	W-333	SERVICES	Improvements Other 1	7/31/2006	990,400	0	990,400	SERVICES	590,400	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
273	Water Service 12"x8"	273	Mass	Fully Depreciated	W	333	W-333	SERVICES	Improvements Other 1	12/18/1998	2,855	0	2,855	W-Lines-Weight	0	0	1,142	0	1,712	0	0	0	0	0	0	0	0	0	0	0	0	0	0
274	Water Service 12"x8"	274	Mass	Fully Depreciated	W	333	W-333	SERVICES	Improvements Other 1	12/18/1998	4,245	0	4,245	W-Lines-Weight	0	0	1,699	0	2,546	0	0	0	0	0	0	0	0	0	0	0	0	0	0
275	2"x2" - 12" Service	275	Mass	Fully Depreciated	W	333	W-333	SERVICES	Improvements Other 1	9/30/2000	752,470	0	752,470	W-Lines-Weight	0	0	293,157	0	459,313	0	0	0	0	0	0	0	0	0	0	0	0	0	0
276	Water Service 8"x8"	276	Mass	Fully Depreciated	W	333	W-333	SERVICES	Improvements Other 1	12/18/1998	8,911	0	8,911	W-Lines-Weight	0	0	3,575	0	5,335	0	0	0	0	0	0	0	0	0	0	0	0	0	0
277	Water Service 8"x8"	277	Mass	Fully Depreciated	W	333	W-333	SERVICES	Improvements Other 1	9/30/2000	38,406	0	38,406	W-Lines-Weight	0	0	15,403	0	23,002	0	0	0	0	0	0	0	0	0	0	0	0	0	0
278	2"x4" - 12" Service	278	Mass	Fully Depreciated	W	333	W-333	SERVICES	Improvements Other 1	9/30/2000	62,307	0	62,307	W-Lines-Weight	0	0	24,096	0	39,199	0	0	0	0	0	0	0	0	0	0	0	0	0	0
279	Water Service 8"x8"	279	Mass	Fully Depreciated	W	333	W-333	SERVICES	Improvements Other 1	9/30/2000	47,542	0	47,542	W-Lines-Weight	0	0	19,028	0	28,515	0	0	0	0	0	0	0	0	0	0	0	0	0	0
280	2" Service for 6" C900	280	Mass	Fully Depreciated	W	333	W-333	SERVICES	Improvements Other 1	9/30/2000	2,704	0	2,704	W-Lines-Weight	0	0	1,082	0	1,622	0	0	0	0	0	0	0	0	0	0	0	0	0	0
281	Water Service 10"x8"	281	Mass	Fully Depreciated	W	333	W-333	SERVICES	Improvements Other 1	1/19/2001	2,597	0	2,597	W-Lines-Weight	0	0	1,038	0	1,558	0	0	0	0	0	0	0	0	0	0	0	0	0	0
282	Water Service 12"x4"	282	Mass	Fully Depreciated	W	333	W-333	SERVICES	Improvements Other 1	1/29/2000	732	0	732	W-Lines-Weight	0	0	293	0	439	0	0	0	0	0	0	0	0	0	0	0	0	0	0
283	1" Service for 6" C900	283	Mass	Fully Depreciated	W	333	W-333	SERVICES	Improvements Other 1	5/9/2000	12,089	0	12,089	W-Lines-Weight	0	0	4,809	0	7,281	0	0	0	0	0	0	0	0	0	0	0	0	0	0
284	Water Service 6"x8"	284	Mass	Fully Depreciated	W	333	W-333	SERVICES	Improvements Other 1	6/27/2000	649	0	649	W-Lines-Weight	0	0	260	0	389	0	0	0	0	0	0	0	0	0	0	0	0	0	0
285	Water Service 12"x8"	285	Mass	Fully Depreciated	W	333	W-333	SERVICES	Improvements Other 1	1/29/2000	804	0	804	W-Lines-Weight	0	0	322	0	482	0	0	0	0	0	0	0	0	0	0	0	0	0	0
286	2" Service for 6" PVC	286	Mass	Active	W	333	W-333	SERVICES	Improvements Other 1	1/14/2002	6,848	0	6,848	W-Lines-Weight	0	0	2,744	0	4,107	0	0	0	0	0	0	0	0	0	0	0	0	0	0
287	1" Service for 6" C900	287	Mass	Active	W	333	W-333	SERVICES	Improvements Other 1	1/26/2002	17,747	0	17,747	W-Lines-Weight	0	0	7,103	0	10,644	0	0	0	0	0	0	0	0	0	0	0	0	0	0
288	Water Service 6"x4" CI</																																

Appendix C
City of Louisville, Kentucky
Impact Fee Study

Fixed Asset Data and Asset Fundamentation

Line ID	Description	Reference ID	Type	Status	Asset Info	Sub Account	Group/Sub	Asset Control Description	Asset Control AC/FY Group	Date Acquired	Asset Initial Cost	Adjustments	Adjusted Cost	Asset Class Code	Water					Wastewater					Other Plant		
															Supply	Treatment	Transmission	Effl. Res. Transmission	Distribution	Effl. Res. Distribution	Fire Hydrants	Meters	Treatment	Effl. Res. Transmission	Collection	General	
377	FIRE HYDRANT 4 1/2 BURY	377	Mass	Active	W	335	W-335	HYDRANTS	Improvements Other 1	9/5/2000	9,892	0	9,892	Hydrant	0	0	0	0	0	9,892	0	0	0	0	0	0	
378	FIRE HYDRANT 4 1/2 BURY	378	Mass	Active	W	335	W-335	HYDRANTS	Improvements Other 1	8/10/2001	8,769	0	8,769	Hydrant	0	0	0	0	0	8,769	0	0	0	0	0	0	
379	FIRE HYDRANT 4 BURY	379	Mass	Active	W	335	W-335	HYDRANTS	Improvements Other 1	10/18/2001	2,069	0	2,069	Hydrant	0	0	0	0	0	2,069	0	0	0	0	0	0	
380	FIRE HYDRANT 3 1/2 BURY	380	Mass	Active	W	335	W-335	HYDRANTS	Improvements Other 1	8/30/2001	44,889	0	44,889	Hydrant	0	0	0	0	0	44,889	0	0	0	0	0	0	
381	FIRE HYDRANT 4 BURY	381	Mass	Active	W	335	W-335	HYDRANTS	Improvements Other 1	11/8/2001	10,802	0	10,802	Hydrant	0	0	0	0	0	10,802	0	0	0	0	0	0	
382	FIRE HYDRANT 3 1/2 BURY	382	Mass	Active	W	335	W-335	HYDRANTS	Improvements Other 1	10/8/2002	1,878	0	1,878	Hydrant	0	0	0	0	0	1,878	0	0	0	0	0	0	
383	Fire Service P&P CI	383	Mass	Active	W	335	W-335	HYDRANTS	Improvements Other 1	8/26/2002	663	0	663	Hydrant	0	0	0	0	0	663	0	0	0	0	0	0	
384	FIRE HYDRANT 4 BURY	384	Mass	Active	W	335	W-335	HYDRANTS	Improvements Other 1	4/29/2004	1,007	0	1,007	Hydrant	0	0	0	0	0	1,007	0	0	0	0	0	0	
385	FIRE HYDRANT 3 1/2 BURY	385	Mass	Active	W	335	W-335	HYDRANTS	Improvements Other 1	9/10/2002	6,556	0	6,556	Hydrant	0	0	0	0	0	6,556	0	0	0	0	0	0	
386	1 FIRE HYDRANT 4 1/2 BURY	386	Mass	Active	W	335	W-335	HYDRANTS	Improvements Other 1	11/6/2003	1,176	0	1,176	Hydrant	0	0	0	0	0	1,176	0	0	0	0	0	0	
387	FIRE HYDRANT 2 1/2 BURY	387	Mass	Active	W	335	W-335	HYDRANTS	Improvements Other 1	11/13/2003	1,768	0	1,768	Hydrant	0	0	0	0	0	1,768	0	0	0	0	0	0	
388	FIRE HYDRANT 7	388	Mass	Active	W	335	W-335	HYDRANTS	Improvements Other 1	10/14/2003	1,785	0	1,785	Hydrant	0	0	0	0	0	1,785	0	0	0	0	0	0	
389	FIRE HYDRANT 7	389	Mass	Active	W	335	W-335	HYDRANTS	Improvements Other 1	8/18/2005	1,415	0	1,415	Hydrant	0	0	0	0	0	1,415	0	0	0	0	0	0	
390	FIRE HYDRANT 4 1/2 BURY	390	Mass	Active	W	335	W-335	HYDRANTS	Improvements Other 1	8/18/2005	4,765	0	4,765	Hydrant	0	0	0	0	0	4,765	0	0	0	0	0	0	
391	FIRE HYDRANT 3 1/2 BURY	391	Mass	Active	W	335	W-335	HYDRANTS	Improvements Other 1	8/18/2005	6,260	0	6,260	Hydrant	0	0	0	0	0	6,260	0	0	0	0	0	0	
392	Fire Service P&P CI	392	Mass	Active	W	335	W-335	HYDRANTS	Improvements Other 1	11/12/2004	2,637	0	2,637	Hydrant	0	0	0	0	0	2,637	0	0	0	0	0	0	
393	FIRE HYDRANT 2 1/2 BURY	393	Mass	Active	W	335	W-335	HYDRANTS	Improvements Other 1	11/16/2004	5,114	0	5,114	Hydrant	0	0	0	0	0	5,114	0	0	0	0	0	0	
394	FIRE HYDRANT 4 BURY	394	Mass	Active	W	335	W-335	HYDRANTS	Improvements Other 1	5/21/2005	2,612	0	2,612	Hydrant	0	0	0	0	0	2,612	0	0	0	0	0	0	
395	FIRE HYDRANT 4 1/2 BURY	395	Mass	Active	W	335	W-335	HYDRANTS	Improvements Other 1	9/22/2005	505,007	0	505,007	Hydrant	0	0	0	0	0	505,007	0	0	0	0	0	0	
396	FIRE HYDRANT 3 1/2 BURY	396	Mass	Active	W	335	W-335	HYDRANTS	Improvements Other 1	8/15/2002	54,279	0	54,279	Hydrant	0	0	0	0	0	54,279	0	0	0	0	0	0	
397	FIRE HYDRANT 5 1/2	397	Mass	Active	W	335	W-335	HYDRANTS	Improvements Other 1	9/30/2004	7,328	0	7,328	Hydrant	0	0	0	0	0	7,328	0	0	0	0	0	0	
398	6 HYDRANT TAP P&P CI	398	Mass	Active	W	335	W-335	HYDRANTS	Improvements Other 1	9/30/2008	6,400	0	6,400	Hydrant	0	0	0	0	0	6,400	0	0	0	0	0	0	
399	FIRE HYDRANT 3 1/2 BURY	399	Mass	Active	W	335	W-335	HYDRANTS	Improvements Other 1	9/11/2007	510,411	0	510,411	Hydrant	0	0	0	0	0	510,411	0	0	0	0	0	0	
400	FIRE HYDRANT 7	400	Mass	Active	W	335	W-335	HYDRANTS	Improvements Other 1	8/17/2005	12,256	0	12,256	Hydrant	0	0	0	0	0	12,256	0	0	0	0	0	0	
401	FIRE HYDRANT 2 1/2 BURY	401	Mass	Active	W	335	W-335	HYDRANTS	Improvements Other 1	8/20/2001	6,651	0	6,651	Hydrant	0	0	0	0	0	6,651	0	0	0	0	0	0	
402	FIRE HYDRANT 3 1/2 BURY	402	Mass	Active	W	335	W-335	HYDRANTS	Improvements Other 1	8/32/2010	8,252	0	8,252	Hydrant	0	0	0	0	0	8,252	0	0	0	0	0	0	
403	System equipment 1972	403	Individual	Active	W	339	W-339	OTHER PLANT & MISC EQUIP	Machinery and Equip	9/30/1972	17,397	0	17,397	General	0	0	0	0	0	17,397	0	0	0	0	0	0	
404	Abitrib valve Retrofit	404	Individual	Active	W	339	W-339	OTHER PLANT & MISC EQUIP	Machinery and Equip	6/15/2007	44,495	0	44,495	General	0	0	0	0	0	44,495	0	0	0	0	0	0	
405	Abitrib valve Retrofit	405	Individual	Active	W	339	W-339	OTHER PLANT & MISC EQUIP	Machinery and Equip	6/15/2007	38,740	0	38,740	General	0	0	0	0	0	38,740	0	0	0	0	0	0	
406	Resse Plant Rehab-Fibers	406	Individual	Active	W	339	W-339	OTHER PLANT & MISC EQUIP	Machinery and Equip	3/11/2016	13,545	0	13,545	General	0	0	0	0	0	13,545	0	0	0	0	0	0	
407	SCADA System	407	Individual	Fully Depreciated	W	340	W-340	SCADA SYSTEMS & EQUIP	Machinery and Equip	8/25/2001	540,337	0	540,337	W&S Trans.	0	278,406	0	0	0	0	278,406	0	0	0	0	0	0
408	Maaral Drilling Machine (air)	408	Individual	Fully Depreciated	W	343	W-343	TOOLS SHOP & GARAGE EQUIP	Machinery and Equip	7/10/2002	17,263	0	17,263	General	0	0	0	0	0	17,263	0	0	0	0	0	0	
409	Trench shield box	409	Individual	Fully Depreciated	W	345	W-345	POWER OPERATED EQUIPMENT	Machinery and Equip	9/30/1999	4,395	0	4,395	General	0	0	0	0	0	4,395	0	0	0	0	0	0	
410	Auger Earth Drill/Walk/Powerpa	410	Individual	Fully Depreciated	W	345	W-345	POWER OPERATED EQUIPMENT	Machinery and Equip	9/30/1996	26,254	0	26,254	General	0	0	0	0	0	26,254	0	0	0	0	0	0	
411	3" Mud Hog	411	Individual	Fully Depreciated	W	345	W-345	POWER OPERATED EQUIPMENT	Machinery and Equip	12/7/1999	1,801	0	1,801	General	0	0	0	0	0	1,801	0	0	0	0	0	0	
412	Generator 800 AMP, 250 KVA	412	Individual	Active	W	345	W-345	POWER OPERATED EQUIPMENT	Machinery and Equip	7/31/2006	150,000	0	150,000	W-Trans.	0	0	0	0	0	150,000	0	0	0	0	0	0	
413	HL 201 CAT 600KW Generator	413	Individual	Active	W	345	W-345	POWER OPERATED EQUIPMENT	Machinery and Equip	8/21/2005	362,636	0	362,636	W-Trans.	0	0	0	0	0	362,636	0	0	0	0	0	0	
414	CAT Generator 500 KW	414	Individual	Active	W	345	W-345	POWER OPERATED EQUIPMENT	Machinery and Equip	9/30/2019	350,000	0	350,000	W-Trans.	0	0	0	0	0	350,000	0	0	0	0	0	0	
415	Well #9	415	Individual	Fully Depreciated	W	346	W-346	COMMUNICATION EQUIPMENT	Machinery and Equip	9/30/2006	10,337	0	10,337	W-Supply	0	10,337	0	0	0	0	0	0	0	0	0	0	
416	Well #9	416	Individual	Fully Depreciated	W	346	W-346	COMMUNICATION EQUIPMENT	Machinery and Equip	9/30/2006	10,337	0	10,337	W-Supply	0	10,337	0	0	0	0	0	0	0	0	0	0	
417	Lake Square Mall	417	Individual	Fully Depreciated	W	346	W-346	COMMUNICATION EQUIPMENT	Machinery and Equip	9/30/2004	31,725	0	31,725	General	0	0	0	0	0	31,725	0	0	0	0	0	0	
418	Control Panel	418	Individual	Fully Depreciated	W	346	W-346	COMMUNICATION EQUIPMENT	Machinery and Equip	9/27/2006	13,152	0	13,152	General	0	0	0	0	0	13,152	0	0	0	0	0	0	
419	Control Panel	419	Individual	Fully Depreciated	W	346	W-346	COMMUNICATION EQUIPMENT	Machinery and Equip	9/26/2006	20,696	0	20,696	General	0	0	0	0	0	20,696	0	0	0	0	0	0	
420	Control Panel	420	Individual	Fully Depreciated	W	346	W-346	COMMUNICATION EQUIPMENT	Machinery and Equip	9/22/2009	59,002	0	59,002	General	0	0	0	0	0	59,002	0	0	0	0	0	0	
421	Royal Highlands Radio Tel	421	Individual	Fully Depreciated	W	346	W-346	COMMUNICATION EQUIPMENT	Machinery and Equip	9/30/2006	940	0	940	General	0	0	0	0	0	940	0	0	0	0	0	0	
422	SCADA Equip Upgrade	422	Individual	Fully Depreciated	W	346	W-346	COMMUNICATION EQUIPMENT	Machinery and Equip	4/22/2010	35,594	0	35,594	General	0	0	0	0	0	35,594	0	0	0	0	0	0	
423	SCADA HMI & Service Upgrade																										

Appendix C
City of Leveeburg, Florida
Impact Fee Study

Asset Asset Data and Asset Fundamentals

Line No.	Description	Reference ID	ID	Type	Status	Asset Info	Group	Sub Account	Group/Sub	Asset Control Description	Asset Control AC/FY Group	Date Acquired	Asset Initial Cost	Adjustments	Adjusted Cost	Alb. Code	Water										Wastewater				Other Plant	
																	Supply	Treatment	Transmission	Eff. Red. Transmission	Distribution	Eff. Red. Distribution	Fire Hydrants	Meters	Treatment	Eff. Red. Transmission	Collection	General				
503	Lab & Control building HWY 441	503	Individual	Active	WW	354	WW-354	STRUCTURES & IMPROVEMENTS	Buildings	9/30/1981	297,073	0	297,073	S-Treat.	0	0	0	0	0	0	0	0	297,073	0	0	0	0	0				
504	Effluent pump station	504	Individual	Active	WW	354	WW-354	STRUCTURES & IMPROVEMENTS	Buildings	9/30/1981	207,996	0	207,996	S-Treat.	0	0	0	0	0	0	0	0	207,996	0	0	0	0	0				
505	Lift station #5 bldg modify	505	Individual	Active	WW	354	WW-354	STRUCTURES & IMPROVEMENTS	Buildings	9/30/1986	2,162	0	2,162	S-Lift	0	0	0	0	0	0	0	0	2,162	0	1,209	953	0	0				
506	Chlorine building Hwy 441	506	Individual	Active	WW	354	WW-354	STRUCTURES & IMPROVEMENTS	Buildings	9/30/1981	41,595	0	41,595	S-Treat.	0	0	0	0	0	0	0	0	41,595	0	0	0	0	0				
507	Septic tank bldg Hwy 441	507	Individual	Active	WW	354	WW-354	STRUCTURES & IMPROVEMENTS	Buildings	9/30/1981	23,766	0	23,766	S-Treat.	0	0	0	0	0	0	0	0	23,766	0	0	0	0	0				
508	Operations building	508	Individual	Active	WW	354	WW-354	STRUCTURES & IMPROVEMENTS	Buildings	10/1/2000	530,635	0	530,635	S-Treat.	0	0	0	0	0	0	0	0	530,635	0	0	0	0	0				
509	Chemical & Chlorine Storage Bld	509	Individual	Active	WW	354	WW-354	STRUCTURES & IMPROVEMENTS	Buildings	10/1/2000	205,735	0	205,735	S-Treat.	0	0	0	0	0	0	0	0	205,735	0	0	0	0	0				
510	SRH-Sequencing Batch Reactor	510	Individual	Active	WW	354	WW-354	STRUCTURES & IMPROVEMENTS	Buildings	10/1/2000	3,152,272	0	3,152,272	S-Treat.	0	0	0	0	0	0	0	0	3,152,272	0	0	0	0	0				
511	Influent Headworks	511	Individual	Active	WW	354	WW-354	STRUCTURES & IMPROVEMENTS	Buildings	10/1/2000	353,330	0	353,330	S-Treat.	0	0	0	0	0	0	0	0	353,330	0	0	0	0	0				
512	Chlorine Control Chamber	512	Individual	Active	WW	354	WW-354	STRUCTURES & IMPROVEMENTS	Buildings	10/1/2000	391,779	0	391,779	S-Treat.	0	0	0	0	0	0	0	0	391,779	0	0	0	0	0				
513	Effluent Filter	513	Individual	Active	WW	354	WW-354	STRUCTURES & IMPROVEMENTS	Buildings	10/1/2000	349,537	0	349,537	S-Treat.	0	0	0	0	0	0	0	0	349,537	0	0	0	0	0				
514	Aerobic Digester	514	Individual	Active	WW	354	WW-354	STRUCTURES & IMPROVEMENTS	Buildings	10/1/2000	755,262	0	755,262	S-Treat.	0	0	0	0	0	0	0	0	755,262	0	0	0	0	0				
515	House (P&E Plant)	515	Individual	Active	WW	354	WW-354	STRUCTURES & IMPROVEMENTS	Buildings	2/11/2002	228,412	0	228,412	S-Treat.	0	0	0	0	0	0	0	0	228,412	0	0	0	0	0				
516	1.5 Ton Air/Heat Unit (Plant)	516	Individual	Active	WW	354	WW-354	STRUCTURES & IMPROVEMENTS	Buildings	6/21/2002	1,498	0	1,498	General	0	0	0	0	0	0	0	0	0	0	0	0	1,498	0				
517	2.5 Ton Heat/Air Unit (Plant)	517	Individual	Active	WW	354	WW-354	STRUCTURES & IMPROVEMENTS	Buildings	6/21/2002	1,545	0	1,545	General	0	0	0	0	0	0	0	0	0	0	0	0	1,545	0				
518	Lee Man WWTP Plant-Cont Bld	518	Individual	Active	WW	354	WW-354	STRUCTURES & IMPROVEMENTS	Buildings	7/15/2008	14,063,232	0	14,063,232	S-Treat.	0	0	0	0	0	0	0	0	14,063,232	0	0	0	0	0				
519	Tumpike WWTP Permit	519	Individual	Active	WW	354	WW-354	STRUCTURES & IMPROVEMENTS	Buildings	9/30/2008	228,731	0	228,731	S-Treat.	0	0	0	0	0	0	0	0	228,731	0	0	0	0	0				
520	Lift Station #8 Rehab	520	Individual	Active	WW	354	WW-354	STRUCTURES & IMPROVEMENTS	Buildings	2/22/04	15,507	0	15,507	S-Lift	0	0	0	0	0	0	0	0	15,507	0	6,871	6,637	0	0				
521	Lift Station #7 Rehab	521	Individual	Active	WW	354	WW-354	STRUCTURES & IMPROVEMENTS	Buildings	8/30/2004	24,903	0	24,903	S-Lift	0	0	0	0	0	0	0	0	24,903	0	13,587	12,566	0	0				
522	Lift Station #28 Rehab	522	Individual	Active	WW	354	WW-354	STRUCTURES & IMPROVEMENTS	Buildings	9/30/2004	24,256	0	24,256	S-Lift	0	0	0	0	0	0	0	0	24,256	0	13,562	10,694	0	0				
523	Lift Station #2 Rehab	523	Individual	Active	WW	354	WW-354	STRUCTURES & IMPROVEMENTS	Buildings	8/5/2009	21,352	0	21,352	S-Lift	0	0	0	0	0	0	0	0	21,352	0	11,959	9,413	0	0				
524	Lift Station #32 Rehab	524	Individual	Active	WW	354	WW-354	STRUCTURES & IMPROVEMENTS	Buildings	2/22/04	62,919	0	62,919	S-Lift	0	0	0	0	0	0	0	0	62,919	0	35,180	27,739	0	0				
525	Lift Station #11 Rehab	525	Individual	Active	WW	354	WW-354	STRUCTURES & IMPROVEMENTS	Buildings	9/21/2005	89,464	0	89,464	S-Lift	0	0	0	0	0	0	0	0	89,464	0	50,022	39,442	0	0				
526	Lift Station #10 Rehab	526	Individual	Active	WW	354	WW-354	STRUCTURES & IMPROVEMENTS	Buildings	9/30/2007	379,991	0	379,991	S-Lift	0	0	0	0	0	0	0	0	379,991	0	212,465	167,525	0	0				
527	Lift Station #27 Rehab	527	Individual	Active	WW	354	WW-354	STRUCTURES & IMPROVEMENTS	Buildings	9/30/2006	294,059	0	294,059	S-Lift	0	0	0	0	0	0	0	0	294,059	0	164,418	129,641	0	0				
528	Lift Station #54 Rehab	528	Individual	Active	WW	354	WW-354	STRUCTURES & IMPROVEMENTS	Buildings	9/30/2004	9,631	0	9,631	S-Lift	0	0	0	0	0	0	0	0	9,631	0	5,385	4,246	0	0				
529	Lift Station #16 Rehab	529	Individual	Active	WW	354	WW-354	STRUCTURES & IMPROVEMENTS	Buildings	12/12/2008	101,408	0	101,408	S-Lift	0	0	0	0	0	0	0	0	101,408	0	56,745	44,743	0	0				
530	Lift Station #16A Rehab	530	Individual	Active	WW	354	WW-354	STRUCTURES & IMPROVEMENTS	Buildings	12/12/2008	173,653	0	173,653	S-Lift	0	0	0	0	0	0	0	0	173,653	0	89,189	69,505	0	0				
531	Rehab Lift Station #16	531	Individual	Active	WW	354	WW-354	STRUCTURES & IMPROVEMENTS	Buildings	8/26/2003	647	0	647	S-Lift	0	0	0	0	0	0	0	0	647	0	361	285	0	0				
532	Equipment Storage Bldg	532	Individual	Active	WW	354	WW-354	STRUCTURES & IMPROVEMENTS	Buildings	6/11/2004	7,642	0	7,642	General	0	0	0	0	0	0	0	0	7,642	0	0	0	0	0				
533	Tumpike Lab T&E Floor	533	Individual	Active	WW	354	WW-354	STRUCTURES & IMPROVEMENTS	Buildings	6/19/2010	6,000	0	6,000	General	0	0	0	0	0	0	0	0	6,000	0	0	0	0	6,000				
534	Improve Tumpike Facility	534	Individual	Active	WW	354	WW-354	STRUCTURES & IMPROVEMENTS	Buildings	12/4/2009	168,034	0	168,034	S-Treat.	0	0	0	0	0	0	0	0	168,034	0	0	0	0	0				
535	Man WWTP Plant	535	Individual	Active	WW	354	WW-354	STRUCTURES & IMPROVEMENTS	Buildings	9/30/2001	578,497	0	578,497	S-Treat.	0	0	0	0	0	0	0	0	578,497	0	0	0	0	0				
536	Rehab Lift Station #6A	536	Individual	Active	WW	354	WW-354	STRUCTURES & IMPROVEMENTS	Buildings	10/29/2013	39,760	0	39,760	S-Lift	0	0	0	0	0	0	0	0	39,760	0	22,231	17,529	0	0				
537	Lift Station #21 Rehab	537	Individual	Active	WW	354	WW-354	STRUCTURES & IMPROVEMENTS	Buildings	11/1/2013	49,514	0	49,514	S-Lift	0	0	0	0	0	0	0	0	49,514	0	27,685	21,829	0	0				
538	SRH Repair at Tumpike Plant	538	Individual	Active	WW	354	WW-354	STRUCTURES & IMPROVEMENTS	Buildings	5/22/2015	63,010	0	63,010	S-Treat.	0	0	0	0	0	0	0	0	63,010	0	0	0	0	0				
539	Lift Station #22 Rehab Pump 1	539	Individual	Active	WW	354	WW-354	STRUCTURES & IMPROVEMENTS	Buildings	2/20/2015	39,919	0	39,919	S-Lift	0	0	0	0	0	0	0	0	39,919	0	17,207	13,631	0	0				
540	Lift Station #22 Rehab Pump 2	540	Individual	Active	WW	354	WW-354	STRUCTURES & IMPROVEMENTS	Buildings	3/20/2015	30,919	0	30,919	S-Lift	0	0	0	0	0	0	0	0	30,919	0	17,287	13,631	0	0				
541	Lift Station #88	541	Individual	Active	WW	354	WW-354	STRUCTURES & IMPROVEMENTS	Buildings	12/18/2015	105,887	0	105,887	S-Lift	0	0	0	0	0	0	0	0	105,887	0	59,268	46,682	0	0				
542	Lift Station #2A Rehab	542	Individual	Active	WW	354	WW-354	STRUCTURES & IMPROVEMENTS	Buildings	5/19/2017	8,985	0	8,985	S-Lift	0	0	0	0	0	0	0	0	8,985	0	5,042	3,975	0	0				
543	REHAB LIFT STATION 55	543	Individual	Active	WW	354	WW-354	STRUCTURES & IMPROVEMENTS	Buildings	5/18/2018	9,343	0	9,343	S-Lift	0	0	0	0	0	0	0	0	9,343	0	5,254	4,119	0	0				
544	Rehab Lift Station	544	Individual	Active	WW	354	WW-354	STRUCTURES & IMPROVEMENTS	Buildings	5/18/2018	14,685	0	14,685	S-Lift	0	0	0	0	0	0	0	0	14,685	0	8,231	6,474	0	0				
545	Influent LS Roof Replacement	545	Individual	Active	WW	354	WW-354	STRUCTURES & IMPROVEMENTS	Buildings	8/3/2018																						

Appendix C
City of Louisville, Florida
Impact Fee Study

Asset Asset Data and Asset Fundamentation

Line No.	Description	Reference ID	Type	Status	Asset Info	Group	Sub Account	Group/Sub	Asset Control Description	Asset Control AC/FY Group	Date Acquired	Asset Installed Cost	Adjustments	Adjusted Cost	Asset Code	Water										Wastewater				Other Plant	
																Supply	Treatment	Transmission	Eff. Ret. Transmission	Distribution	Eff. Ret. Distribution	Fire Hydrants	Meters	Treatment	Eff. Ret. Treatment	Transmission	Collection	General			
629	Blount Honda sewer(eve comment	629	Individual	Active	WW	360	WW-360	COLLECTION SEWERS-FORCE	Improvements Other 1	6/9/2001		11,612		11,612	S-Lines-Weight	0	0	0	0	0	0	0	0	0	0	0	0	0	6,493	5,119	0
630	2P Force Main	630	Individual	Active	WW	360	WW-360	COLLECTION SEWERS-FORCE	Improvements Other 1	4/1/2001		789,974		789,974	S-Lines-Weight	0	0	0	0	0	0	0	0	0	0	0	0	0	441,700	348,273	0
631	24 Force Main	631	Individual	Active	WW	360	WW-360	COLLECTION SEWERS-FORCE	Improvements Other 1	4/1/2001		808,282		808,282	S-Lines-Weight	0	0	0	0	0	0	0	0	0	0	0	0	0	451,937	356,345	0
632	Rehab Lift Station #29	632	Individual	Active	WW	360	WW-360	COLLECTION SEWERS-FORCE	Improvements Other 1	10/1/2002		22,227		22,227	S-Lines-Weight	0	0	0	0	0	0	0	0	0	0	0	0	0	12,440	9,812	0
633	Rehab Lift Station #19	633	Individual	Active	WW	360	WW-360	COLLECTION SEWERS-FORCE	Improvements Other 1	10/1/2002		28,877		28,877	S-Lines-Weight	0	0	0	0	0	0	0	0	0	0	0	0	0	16,146	12,731	0
634	Rehab Lift Station #5	634	Individual	Active	WW	360	WW-360	COLLECTION SEWERS-FORCE	Improvements Other 1	10/1/2002		23,625		23,625	S-Lines-Weight	0	0	0	0	0	0	0	0	0	0	0	0	0	12,209	10,415	0
635	Rehab Lift Station #9	635	Individual	Active	WW	360	WW-360	COLLECTION SEWERS-FORCE	Improvements Other 1	5/14/2003		83,789		83,789	S-Lines-Weight	0	0	0	0	0	0	0	0	0	0	0	0	0	46,349	36,440	0
636	CR470TURNPIKE FORCE MAIN	636	Individual	Active	WW	360	WW-360	COLLECTION SEWERS-FORCE	Improvements Other 1	9/30/2004		107,199		107,199	S-Lines-Weight	0	0	0	0	0	0	0	0	0	0	0	0	0	59,938	47,260	0
637	Plantation Lift Station 106A	637	Individual	Active	WW	360	WW-360	COLLECTION SEWERS-FORCE	Improvements Other 1	7/31/2006		70,000		70,000	S-Lines-Weight	0	0	0	0	0	0	0	0	0	0	0	0	0	39,139	30,861	0
638	Plantation Lift Station 106B	638	Individual	Active	WW	360	WW-360	COLLECTION SEWERS-FORCE	Improvements Other 1	11/28/2007		70,000		70,000	S-Lines-Weight	0	0	0	0	0	0	0	0	0	0	0	0	0	39,139	30,861	0
639	Plantation Lift Station 106C	639	Individual	Active	WW	360	WW-360	COLLECTION SEWERS-FORCE	Improvements Other 1	11/28/2007		70,000		70,000	S-Lines-Weight	0	0	0	0	0	0	0	0	0	0	0	0	0	39,139	30,861	0
640	Plantation Lift Station 106D	640	Individual	Active	WW	360	WW-360	COLLECTION SEWERS-FORCE	Improvements Other 1	11/28/2007		70,000		70,000	S-Lines-Weight	0	0	0	0	0	0	0	0	0	0	0	0	0	39,139	30,861	0
641	Plantation Lift Station 106E	641	Individual	Active	WW	360	WW-360	COLLECTION SEWERS-FORCE	Improvements Other 1	11/28/2007		70,000		70,000	S-Lines-Weight	0	0	0	0	0	0	0	0	0	0	0	0	0	39,139	30,861	0
642	Plantation Lift Station 106F	642	Individual	Active	WW	360	WW-360	COLLECTION SEWERS-FORCE	Improvements Other 1	11/28/2007		70,000		70,000	S-Lines-Weight	0	0	0	0	0	0	0	0	0	0	0	0	0	39,139	30,861	0
643	Plantation Lift Station 106G	643	Individual	Active	WW	360	WW-360	COLLECTION SEWERS-FORCE	Improvements Other 1	11/28/2007		70,000		70,000	S-Lines-Weight	0	0	0	0	0	0	0	0	0	0	0	0	0	39,139	30,861	0
644	Plantation Lift Station 106H	644	Individual	Active	WW	360	WW-360	COLLECTION SEWERS-FORCE	Improvements Other 1	11/28/2007		70,000		70,000	S-Lines-Weight	0	0	0	0	0	0	0	0	0	0	0	0	0	39,139	30,861	0
645	Plantation Lift Station 106I	645	Individual	Active	WW	360	WW-360	COLLECTION SEWERS-FORCE	Improvements Other 1	11/28/2007		70,000		70,000	S-Lines-Weight	0	0	0	0	0	0	0	0	0	0	0	0	0	39,139	30,861	0
646	Plantation Lift Station 106J	646	Individual	Active	WW	360	WW-360	COLLECTION SEWERS-FORCE	Improvements Other 1	11/28/2007		70,000		70,000	S-Lines-Weight	0	0	0	0	0	0	0	0	0	0	0	0	0	39,139	30,861	0
647	Plantation Lift Station 106K	647	Individual	Active	WW	360	WW-360	COLLECTION SEWERS-FORCE	Improvements Other 1	11/28/2007		70,000		70,000	S-Lines-Weight	0	0	0	0	0	0	0	0	0	0	0	0	0	39,139	30,861	0
648	Plantation Lift Station 106L	648	Individual	Active	WW	360	WW-360	COLLECTION SEWERS-FORCE	Improvements Other 1	11/28/2007		70,000		70,000	S-Lines-Weight	0	0	0	0	0	0	0	0	0	0	0	0	0	39,139	30,861	0
649	Plantation Lift Station 106M	649	Individual	Active	WW	360	WW-360	COLLECTION SEWERS-FORCE	Improvements Other 1	11/28/2007		70,000		70,000	S-Lines-Weight	0	0	0	0	0	0	0	0	0	0	0	0	0	39,139	30,861	0
650	Plantation Lift Station 106N	650	Individual	Active	WW	360	WW-360	COLLECTION SEWERS-FORCE	Improvements Other 1	11/28/2007		70,000		70,000	S-Lines-Weight	0	0	0	0	0	0	0	0	0	0	0	0	0	39,139	30,861	0
651	Plantation Lift Station 106O	651	Individual	Active	WW	360	WW-360	COLLECTION SEWERS-FORCE	Improvements Other 1	11/28/2007		70,000		70,000	S-Lines-Weight	0	0	0	0	0	0	0	0	0	0	0	0	0	39,139	30,861	0
652	Plantation Lift Station 106P	652	Individual	Active	WW	360	WW-360	COLLECTION SEWERS-FORCE	Improvements Other 1	11/28/2007		70,000		70,000	S-Lines-Weight	0	0	0	0	0	0	0	0	0	0	0	0	0	39,139	30,861	0
653	Plantation Lift Station 106Q	653	Individual	Active	WW	360	WW-360	COLLECTION SEWERS-FORCE	Improvements Other 1	11/28/2007		70,000		70,000	S-Lines-Weight	0	0	0	0	0	0	0	0	0	0	0	0	0	39,139	30,861	0
654	Plantation Lift Station 106R	654	Individual	Active	WW	360	WW-360	COLLECTION SEWERS-FORCE	Improvements Other 1	11/28/2007		70,000		70,000	S-Lines-Weight	0	0	0	0	0	0	0	0	0	0	0	0	0	39,139	30,861	0
655	Plantation Lift Station 106S	655	Individual	Active	WW	360	WW-360	COLLECTION SEWERS-FORCE	Improvements Other 1	11/28/2007		70,000		70,000	S-Lines-Weight	0	0	0	0	0	0	0	0	0	0	0	0	0	39,139	30,861	0
656	LS-44 Phase 1 Rehabilitation	656	Individual	Active	WW	360	WW-360	COLLECTION SEWERS-FORCE	Improvements Other 1	9/30/2004		259,250		259,250	S-Lines-Weight	0	0	0	0	0	0	0	0	0	0	0	0	0	139,923	119,327	0
657	Heritage Estates	657	Individual	Active	WW	360	WW-360	COLLECTION SEWERS-FORCE	Improvements Other 1	9/30/2007		477,594		477,594	S-Lines-Weight	0	0	0	0	0	0	0	0	0	0	0	0	0	267,039	210,555	0
658	Old Taverns Rd Sewer Ext	658	Individual	Active	WW	360	WW-360	COLLECTION SEWERS-FORCE	Improvements Other 1	9/21/2008		348,603		348,603	S-Lines-Weight	0	0	0	0	0	0	0	0	0	0	0	0	0	194,916	155,687	0
659	ST NAT MCT DORE LS-62	659	Individual	Active	WW	360	WW-360	COLLECTION SEWERS-FORCE	Improvements Other 1	9/30/2008		70,303		70,303	S-Lines-Weight	0	0	0	0	0	0	0	0	0	0	0	0	0	44,605	34,993	0
660	Canal Street Improvements	660	Individual	Active	WW	360	WW-360	COLLECTION SEWERS-FORCE	Improvements Other 1	9/30/2007		1,186,564		1,186,564	S-Lines-Weight	0	0	0	0	0	0	0	0	0	0	0	0	0	661,447	521,117	0
661	Mills-Nichols Gravity Sewer Line	661	Individual	Active	WW	360	WW-360	COLLECTION SEWERS-FORCE	Improvements Other 1	9/30/2006		47,508		47,508	S-Lines-Weight	0	0	0	0	0	0	0	0	0	0	0	0	0	26,561	20,945	0
662	Lee Blvd SR-44 Moore Lodge	662	Individual	Active	WW	360	WW-360	COLLECTION SEWERS-FORCE	Improvements Other 1	9/30/2006		90,870		90,870	S-Lines-Weight	0	0	0	0	0	0	0	0	0	0	0	0	0	52,679	38,191	0
663	Midway Baptist Church	663	Individual	Active	WW	360	WW-360	COLLECTION SEWERS-FORCE	Improvements Other 1	7/13/2004		14,638		14,638	S-Lines-Weight	0	0	0	0	0	0	0	0	0	0	0	0	0	8,164	6,453	0
664	34 St Regis	664	Individual	Active	WW	360	WW-360	COLLECTION SEWERS-FORCE	Improvements Other 1	8/20/2004		8,800		8,800	S-Lines-Weight	0	0	0	0	0	0	0	0	0	0	0	0	0	5,252	4,777	0
665	Phillips Toyota	665	Individual	Active	WW	360	WW-360	COLLECTION SEWERS-FORCE	Improvements Other 1	9/21/2005		86,700		86,700	S-Lines-Weight	0	0	0	0	0	0	0	0	0	0	0	0	0	48,322	38,378	0
666	Treadway School Sewer Ex	666	Individual	Active	WW	360	WW-360	COLLECTION SEWERS-FORCE	Improvements Other 1	9/21/2005		36,000		36,000	S-Lines-Weight	0	0	0	0	0	0	0	0	0	0	0	0	0	20,129	15,871	0
667	Conway Plaza Sewer Ext	667	Individual	Active	WW	360	WW-360	COLLECTION SEWERS-FORCE	Improvements Other 1	9/30/2006		90,225		90,225	S-Lines-Weight	0	0	0	0	0	0	0	0	0	0	0	0	0	50,455	39,772	0
668	Repair Force Main	668	Individual	Active	WW	360	WW-360	COLLECTION SEWERS-FORCE																							

Appendix C
City of Leeburg, Florida
Impact Fee Study

Asset Asset Data and Asset Functionalization

Line ID	Description	Reference ID	Type	Status	Asset Info	Sub Account	Group/Sub	Asset Control Description	Asset Control AC/FY Group	Date Acquired	Asset Installed Cost	Adjustments	Adjusted Cost	Alb. Code	Water					Wastewater					Other Plant	
															Supply	Treatment	Transmission	Effl. Recl. Transmission	Distribution	Effl. Recl. Distribution	Fire Hydrants	Meters	Treatment	Effl. Recl. Treatment		Transmission
881	LS22 Control Panel	881	Individual	Fully Depreciated	WW	371	WW-371	PUMPING EQUIPMENT	Machinery and Equip	10/16/2013	18,008	0	18,008	S-L&L	0	0	0	0	0	0	0	0	0	10,869	7,539	0
882	LS11 Control Panel	882	Individual	Fully Depreciated	WW	371	WW-371	PUMPING EQUIPMENT	Machinery and Equip	10/16/2013	17,846	0	17,846	S-L&L	0	0	0	0	0	0	0	0	0	9,978	7,868	0
883	Hydraulic Pump for LS#6A	883	Individual	Fully Depreciated	WW	371	WW-371	PUMPING EQUIPMENT	Machinery and Equip	6/7/2013	5,775	0	5,775	S-L&L	0	0	0	0	0	0	0	0	0	3,229	2,546	0
884	Hydraulic Pump for LS#6A	884	Individual	Fully Depreciated	WW	371	WW-371	PUMPING EQUIPMENT	Machinery and Equip	6/7/2013	5,775	0	5,775	S-L&L	0	0	0	0	0	0	0	0	0	3,229	2,546	0
885	Hydraulic Pump for LS#30A	885	Individual	Fully Depreciated	WW	371	WW-371	PUMPING EQUIPMENT	Machinery and Equip	1/29/2014	5,126	0	5,126	S-L&L	0	0	0	0	0	0	0	0	0	2,866	2,260	0
886	Hydraulic Pump for LS#30A	886	Individual	Fully Depreciated	WW	371	WW-371	PUMPING EQUIPMENT	Machinery and Equip	1/29/2014	5,126	0	5,126	S-L&L	0	0	0	0	0	0	0	0	0	2,866	2,260	0
887	Hydraulic Pump for LS#30	887	Individual	Fully Depreciated	WW	371	WW-371	PUMPING EQUIPMENT	Machinery and Equip	12/30/2013	5,126	0	5,126	S-L&L	0	0	0	0	0	0	0	0	0	2,866	2,260	0
888	Hydraulic Pump for LS#30	888	Individual	Fully Depreciated	WW	371	WW-371	PUMPING EQUIPMENT	Machinery and Equip	12/30/2013	5,126	0	5,126	S-L&L	0	0	0	0	0	0	0	0	0	2,866	2,260	0
889	Hydraulic Pump LS#18 Pump #1	889	Individual	Active	WW	371	WW-371	PUMPING EQUIPMENT	Machinery and Equip	4/8/2016	5,894	0	5,894	S-L&L	0	0	0	0	0	0	0	0	0	1,296	2,598	0
890	Hydraulic Pump LS#18 Pump #2	890	Individual	Active	WW	371	WW-371	PUMPING EQUIPMENT	Machinery and Equip	4/8/2016	5,894	0	5,894	S-L&L	0	0	0	0	0	0	0	0	0	1,296	2,598	0
891	Hydraulic Pump LS#26 Pump #1	891	Individual	Active	WW	371	WW-371	PUMPING EQUIPMENT	Machinery and Equip	4/8/2016	6,394	0	6,394	S-L&L	0	0	0	0	0	0	0	0	0	1,373	2,819	0
892	Hydraulic Pump LS#26 Pump #2	892	Individual	Active	WW	371	WW-371	PUMPING EQUIPMENT	Machinery and Equip	4/8/2016	6,394	0	6,394	S-L&L	0	0	0	0	0	0	0	0	0	1,373	2,819	0
893	Hydraulic Pump LS#106 Pump#1	893	Individual	Active	WW	371	WW-371	PUMPING EQUIPMENT	Machinery and Equip	4/8/2016	8,518	0	8,518	S-L&L	0	0	0	0	0	0	0	0	0	4,762	3,755	0
894	Hydraulic Pump LS#106 Pump#2	894	Individual	Active	WW	371	WW-371	PUMPING EQUIPMENT	Machinery and Equip	4/8/2016	8,518	0	8,518	S-L&L	0	0	0	0	0	0	0	0	0	4,762	3,755	0
895	Rebuild Intermediate Pump	895	Individual	Active	WW	371	WW-371	PUMPING EQUIPMENT	Machinery and Equip	8/4/2016	29,997	0	29,997	S-Treat	0	0	0	0	0	0	0	0	0	0	0	0
896	LS 70 Backup Pump	896	Individual	Active	WW	371	WW-371	PUMPING EQUIPMENT	Machinery and Equip	2/24/2017	11,053	0	11,053	S-L&L	0	0	0	0	0	0	0	0	0	6,170	4,863	0
897	LS 36 Pump #1	897	Individual	Active	WW	371	WW-371	PUMPING EQUIPMENT	Machinery and Equip	2/24/2017	6,541	0	6,541	S-L&L	0	0	0	0	0	0	0	0	0	3,657	2,883	0
898	LS 36 Pump #2	898	Individual	Active	WW	371	WW-371	PUMPING EQUIPMENT	Machinery and Equip	2/24/2017	6,541	0	6,541	S-L&L	0	0	0	0	0	0	0	0	0	3,657	2,883	0
899	LS 34 Pump #1	899	Individual	Active	WW	371	WW-371	PUMPING EQUIPMENT	Machinery and Equip	2/24/2017	6,541	0	6,541	S-L&L	0	0	0	0	0	0	0	0	0	3,657	2,883	0
900	LS 34 Pump #2	900	Individual	Active	WW	371	WW-371	PUMPING EQUIPMENT	Machinery and Equip	2/24/2017	6,541	0	6,541	S-L&L	0	0	0	0	0	0	0	0	0	3,657	2,883	0
901	LS 106 Backup Pump	901	Individual	Active	WW	371	WW-371	PUMPING EQUIPMENT	Machinery and Equip	2/24/2017	12,442	0	12,442	S-L&L	0	0	0	0	0	0	0	0	0	6,957	5,485	0
902	Fishbait Motor Pump #2B	902	Individual	Active	WW	371	WW-371	PUMPING EQUIPMENT	Machinery and Equip	8/17/2017	28,425	0	28,425	S-Treat	0	0	0	0	0	0	0	0	0	28,425	0	0
903	Hydraulic Sub Pump @ LS#15	903	Individual	Active	WW	371	WW-371	PUMPING EQUIPMENT	Machinery and Equip	3/13/2018	6,345	0	6,345	S-L&L	0	0	0	0	0	0	0	0	0	3,548	2,797	0
904	Hydraulic Pump @ LS#106P	904	Individual	Active	WW	371	WW-371	PUMPING EQUIPMENT	Machinery and Equip	1/13/2018	5,515	0	5,515	S-L&L	0	0	0	0	0	0	0	0	0	3,084	2,431	0
905	Hydraulic Pump @ LS#106P	905	Individual	Active	WW	371	WW-371	PUMPING EQUIPMENT	Machinery and Equip	1/13/2018	5,515	0	5,515	S-L&L	0	0	0	0	0	0	0	0	0	3,084	2,431	0
906	Hydraulic Pump @ LS#106N	906	Individual	Active	WW	371	WW-371	PUMPING EQUIPMENT	Machinery and Equip	1/25/2018	5,515	0	5,515	S-L&L	0	0	0	0	0	0	0	0	0	3,084	2,431	0
907	Hydraulic Pump @ LS#106N	907	Individual	Active	WW	371	WW-371	PUMPING EQUIPMENT	Machinery and Equip	1/25/2018	5,515	0	5,515	S-L&L	0	0	0	0	0	0	0	0	0	3,084	2,431	0
908	Motor Pump 3A	908	Individual	Active	WW	371	WW-371	PUMPING EQUIPMENT	Machinery and Equip	5/29/2018	28,425	0	28,425	S-Treat	0	0	0	0	0	0	0	0	0	28,425	0	0
909	Motor Pump 3B	909	Individual	Active	WW	371	WW-371	PUMPING EQUIPMENT	Machinery and Equip	5/29/2018	28,425	0	28,425	S-Treat	0	0	0	0	0	0	0	0	0	28,425	0	0
910	Influent Pump Rebuild #1	910	Individual	Active	WW	371	WW-371	PUMPING EQUIPMENT	Machinery and Equip	1/24/2019	15,350	0	15,350	S-Treat	0	0	0	0	0	0	0	0	0	15,350	0	0
911	Hydro Submersible Pump LS 106P	911	Individual	Active	WW	371	WW-371	PUMPING EQUIPMENT	Machinery and Equip	4/11/2018	8,424	0	8,424	S-L&L	0	0	0	0	0	0	0	0	0	3,497	2,197	0
912	Intermediate Pump #3 Rebuild	912	Individual	Active	WW	371	WW-371	PUMPING EQUIPMENT	Machinery and Equip	4/12/2018	7,623	0	7,623	S-Treat	0	0	0	0	0	0	0	0	0	7,623	0	0
913	Intermediate Pump #4 Rebuild	913	Individual	Active	WW	371	WW-371	PUMPING EQUIPMENT	Machinery and Equip	4/12/2018	7,623	0	7,623	S-Treat	0	0	0	0	0	0	0	0	0	7,623	0	0
914	Motor Pump 1B Rebuild	914	Individual	Active	WW	371	WW-371	PUMPING EQUIPMENT	Machinery and Equip	4/10/2019	28,425	0	28,425	S-Treat	0	0	0	0	0	0	0	0	0	28,425	0	0
915	Motor Pump 2A	915	Individual	Active	WW	371	WW-371	PUMPING EQUIPMENT	Machinery and Equip	6/8/2017	28,425	0	28,425	S-Treat	0	0	0	0	0	0	0	0	0	28,425	0	0
916	Hydraulic Submersible Pump	916	Individual	Active	WW	371	WW-371	PUMPING EQUIPMENT	Machinery and Equip	2/12/2020	14,250	0	14,250	S-Treat	0	0	0	0	0	0	0	0	0	14,250	0	0
917	Influent Pump Rebuild	917	Individual	Active	WW	371	WW-371	PUMPING EQUIPMENT	Machinery and Equip	8/30/2018	15,691	0	15,691	S-Treat	0	0	0	0	0	0	0	0	0	15,691	0	0
918	Hydro Submersible Pump LS 76	918	Individual	Active	WW	371	WW-371	PUMPING EQUIPMENT	Machinery and Equip	1/15/2020	7,556	0	7,556	S-L&L	0	0	0	0	0	0	0	0	0	4,225	3,331	0
919	Hydro Submersible Pump LS 76	919	Individual	Active	WW	371	WW-371	PUMPING EQUIPMENT	Machinery and Equip	1/15/2020	7,556	0	7,556	S-L&L	0	0	0	0	0	0	0	0	0	4,225	3,331	0
920	Pump B&S-1	920	Individual	Active	WW	371	WW-371	PUMPING EQUIPMENT	Machinery and Equip	10/12/2019	7,865	0	7,865	S-Treat	0	0	0	0	0	0	0	0	0	7,865	0	0
921	Rehab Motor Pump	921	Individual	Active	WW	371	WW-371	PUMPING EQUIPMENT	Machinery and Equip	7/17/2020	15,750	0	15,750	S-Treat	0	0	0	0	0	0	0	0	0	15,750	0	0
922	Hydro Submersible Pump #65	922	Individual	Active	WW	371	WW-371	PUMPING EQUIPMENT	Machinery and Equip	8/7/2020	11,544	0	11,544	S-Treat	0	0	0	0	0	0	0	0	0	11,544	0	0
923	Hydro Submersible Pump #65	923	Individual	Active	WW	371	WW-371	PUMPING EQUIPMENT	Machinery and Equip	8/7/2020	11,544	0	11,544	S-Treat	0	0	0	0	0	0	0	0	0	11,544	0	0
924	LS #9 Pump Replacement	924	Individual	Active	WW	371	WW-371	PUMPING EQUIPMENT	Machinery and Equip	10/15/2020	11,634	0	11,634	S-L&L	0	0	0	0	0	0	0	0	0	7,623	6,011	0
925	LS #9 Pump Replacement	925	Individual	Active	WW	371	WW-371	PUMPING EQUIPMENT	Machinery and Equip	10/15/2020	11,634	0	11,634	S-L&L	0	0	0	0	0	0	0	0	0	7,623	6,011	0
926	Hydraulic Pump LS 50A	926	Individual	Active	WW	371	WW-371	PUMPING EQUIPMENT	Machinery and Equip	6/4/2021	9,488	0	9,488	S-L&L	0	0	0	0	0	0	0	0	0	5,003	3,945	0</

Appendix C
City of Levee, Florida
Impact Fee Study

Fixed Asset Data and Asset Fundamentation

Line	Description	Reference ID	Type	Status	Asset Info	Group	Sub Account	Group/Sub	Asset Control Description	Asset Control AC/FY Group	Date Acquired	Asset Installed Cost	Adjustments	Adjusted Cost	Alb. Code	Water										Wastewater				Other Plant	
																Supply	Treatment	Transmission	Effl.Recl. Transmission	Distribution	Effl.Recl. Distribution	Fire Hydrants	Meters	Treatment	Effl.Recl. Treatment	Transmission	Collection	General			
1007	Water's Edge	1007	Individual	Active	WW	381	WW-381	PLANT SEWERS	Improvements Other 1	9/30/1992	6,600	0	6,600	S-Lines-Weight	0	0	0	0	0	0	0	0	0	0	0	0	3,690	2,910	0		
1008	Industrial Park	1008	Individual	Active	WW	381	WW-381	PLANT SEWERS	Improvements Other 1	9/30/1992	15,117	0	15,117	S-Lines-Weight	0	0	0	0	0	0	0	0	0	0	0	0	8,452	6,665	0		
1009	Pecunia Road	1009	Individual	Active	WW	381	WW-381	PLANT SEWERS	Improvements Other 1	9/30/1993	13,114	0	13,114	S-Lines-Weight	0	0	0	0	0	0	0	0	0	0	0	0	7,332	5,781	0		
1010	Liftstation 106H Discharge/Pipe	1010	Individual	Active	WW	381	WW-381	PLANT SEWERS	Improvements Other 1	5/1/2015	11,624	0	11,624	S-Lines-Weight	0	0	0	0	0	0	0	0	0	0	0	0	6,499	5,125	0		
1011	Liftstation 106L Discharge/Pipe	1011	Individual	Active	WW	381	WW-381	PLANT SEWERS	Improvements Other 1	5/1/2015	11,041	0	11,041	S-Lines-Weight	0	0	0	0	0	0	0	0	0	0	0	0	6,173	4,868	0		
1012	BASE ELLIOWS L5 1060	1012	Individual	Active	WW	381	WW-381	PLANT SEWERS	Improvements Other 1	8/14/2024	8,107	0	8,107	S-L/L	0	0	0	0	0	0	0	0	0	0	0	0	4,533	3,574	0		
1013	Cane to Place Patch 100 L Mead	1013	Individual	Active	WW	381	WW-381	PLANT SEWERS	Improvements Other 1	5/7/2024	2,450	0	2,450	S-Lines-Weight	0	0	0	0	0	0	0	0	0	0	0	0	1,047	2,401	0		
1014	Effluent trans pipeline	1014	Individual	Fully Depreciated	WW	382	WW-382	OUTFALL SEWER LINES	Improvements Other 1	9/30/1991	1,330,906	0	1,330,906	S-Lines-Weight	0	0	0	0	0	0	0	0	0	0	0	0	744,154	586,753	0		
1015	Miscellaneous sewer lines 1998	1015	Individual	Active	WW	382	WW-382	OUTFALL SEWER LINES	Improvements Other 1	5/1/1998	1,259	0	1,259	S-Lines-Weight	0	0	0	0	0	0	0	0	0	0	0	0	704	555	0		
1016	12" CDDPipes Pipe 3007-1998	1016	Individual	Fully Depreciated	WW	382	WW-382	OUTFALL SEWER LINES	Improvements Other 1	10/26/2000	5,218	0	5,218	S-Lines-Weight	0	0	0	0	0	0	0	0	0	0	0	0	29,197	23,021	0		
1017	Main WRA	1017	Individual	Fully Depreciated	WW	382	WW-382	OUTFALL SEWER LINES	Improvements Other 1	9/30/2003	226,812	0	226,812	S-Lines-Weight	0	0	0	0	0	0	0	0	0	0	0	0	126,818	99,994	0		
1018	Direct Turmpike subdrain duc	1018	Individual	Fully Depreciated	WW	382	WW-382	OUTFALL SEWER LINES	Improvements Other 1	9/30/2004	15,812	0	15,812	S-Lines-Weight	0	0	0	0	0	0	0	0	0	0	0	0	8,841	6,971	0		
1019	Biscotte Odor Control System 35	1019	Individual	Fully Depreciated	WW	389	WW-389	OTHER PLANT & MISC EQUIPMENT	Machinery and Equip	6/30/2000	31,813	0	31,813	S-Treat.	0	0	0	0	0	0	0	0	0	0	0	13,813	0	0	0		
1020	Biscotte Odor Control System 70	1020	Individual	Fully Depreciated	WW	389	WW-389	OTHER PLANT & MISC EQUIPMENT	Machinery and Equip	6/30/2000	23,443	0	23,443	S-Treat.	0	0	0	0	0	0	0	0	0	0	0	23,443	0	0	0		
1021	Odor Control System for L5072	1021	Individual	Fully Depreciated	WW	389	WW-389	OTHER PLANT & MISC EQUIPMENT	Machinery and Equip	5/20/2001	23,363	0	23,363	S-L/L	0	0	0	0	0	0	0	0	0	0	0	13,063	10,300	0	0		
1022	Odor Control System for L506	1022	Individual	Fully Depreciated	WW	389	WW-389	OTHER PLANT & MISC EQUIPMENT	Machinery and Equip	5/20/2001	23,363	0	23,363	S-L/L	0	0	0	0	0	0	0	0	0	0	0	13,063	10,300	0	0		
1023	Chlorine Residual Analyze	1023	Individual	Fully Depreciated	WW	389	WW-389	OTHER PLANT & MISC EQUIPMENT	Machinery and Equip	3/19/2004	7,688	0	7,688	General	0	0	0	0	0	0	0	0	0	0	0	0	0	0	7,688		
1024	Relab Bio Cals (g L570	1024	Individual	Fully Depreciated	WW	389	WW-389	OTHER PLANT & MISC EQUIPMENT	Machinery and Equip	7/11/2014	13,875	0	13,875	S-L/L	0	0	0	0	0	0	0	0	0	0	0	0	7,758	6,117	0	0	
1025	Relab Bio Cals (g L56	1025	Individual	Fully Depreciated	WW	389	WW-389	OTHER PLANT & MISC EQUIPMENT	Machinery and Equip	7/11/2014	24,985	0	24,985	S-L/L	0	0	0	0	0	0	0	0	0	0	0	0	13,570	11,015	0	0	
1026	2016 Camera Truck	1026	Individual	Active	WW	389	WW-389	OTHER PLANT & MISC EQUIPMENT	Machinery and Equip	3/24/2016	74,798	0	74,798	General	0	0	0	0	0	0	0	0	0	0	0	0	0	0	74,798		
1027	Shedg Trailer	1027	Individual	Fully Depreciated	WW	389	WW-389	OTHER PLANT & MISC EQUIPMENT	Machinery and Equip	5/11/2017	45,307	0	45,307	General	0	0	0	0	0	0	0	0	0	0	0	0	0	0	45,307		
1028	Chlorine Scales at Turmpike	1028	Individual	Active	WW	389	WW-389	OTHER PLANT & MISC EQUIPMENT	Machinery and Equip	7/14/2017	16,290	0	16,290	General	0	0	0	0	0	0	0	0	0	0	0	0	0	0	16,290		
1029	Odor Ogor L50 1067	1029	Individual	Active	WW	389	WW-389	OTHER PLANT & MISC EQUIPMENT	Machinery and Equip	12/15/2020	19,020	0	19,020	S-L/L	0	0	0	0	0	0	0	0	0	0	0	0	10,635	8,385	0	0	
1030	Odor Control System for L5-70	1030	Individual	Active	WW	389	WW-389	OTHER PLANT & MISC EQUIPMENT	Machinery and Equip	4/29/2021	19,020	0	19,020	S-L/L	0	0	0	0	0	0	0	0	0	0	0	0	10,635	8,385	0	0	
1031	Mini Odor Control L50 9	1031	Individual	Active	WW	389	WW-389	OTHER PLANT & MISC EQUIPMENT	Machinery and Equip	11/14/2022	22,850	0	22,850	S-L/L	0	0	0	0	0	0	0	0	0	0	0	0	14,454	11,396	0	0	
1032	Camera Truck Computer	1032	Individual	Active	WW	389	WW-389	OTHER PLANT & MISC EQUIPMENT	Machinery and Equip	7/18/2024	5,212	0	5,212	General	0	0	0	0	0	0	0	0	0	0	0	0	0	0	5,212		
1033	CMMS program	1033	Individual	Fully Depreciated	WW	390	WW-390	OFFICE FURNITURE & EQUIP	Machinery and Equip	9/30/2004	99,944	0	99,944	General	0	0	0	0	0	0	0	0	0	0	0	0	0	0	99,944		
1034	Sever Line Center	1034	Individual	Fully Depreciated	WW	393	WW-393	TOOLS, SHOP & GARAGE EQUIP	Machinery and Equip	3/1/2000	2,532	0	2,532	General	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2,532		
1035	Holt & Bridge Crane	1035	Individual	Fully Depreciated	WW	393	WW-393	TOOLS, SHOP & GARAGE EQUIP	Machinery and Equip	10/1/2000	29,824	0	29,824	General	0	0	0	0	0	0	0	0	0	0	0	0	0	0	29,824		
1036	Air Cooled Rotary Screw Air Co	1036	Individual	Active	WW	393	WW-393	TOOLS, SHOP & GARAGE EQUIP	Machinery and Equip	4/7/2021	8,769	0	8,769	General	0	0	0	0	0	0	0	0	0	0	0	0	0	0	8,769		
1037	Lab Equipment Hwy 441	1037	Individual	Active	WW	394	WW-394	LABORATORY EQUIPMENT	Machinery and Equip	9/30/1991	118,829	0	118,829	S-Treat.	0	0	0	0	0	0	0	0	0	0	0	118,829	0	0	0		
1038	Trench Shoring System	1038	Individual	Fully Depreciated	WW	394	WW-394	LABORATORY EQUIPMENT	Machinery and Equip	5/14/2002	13,222	0	13,222	General	0	0	0	0	0	0	0	0	0	0	0	0	0	0	13,222		
1039	Rapid Digestor & Equip	1039	Individual	Fully Depreciated	WW	394	WW-394	LABORATORY EQUIPMENT	Machinery and Equip	1/27/2006	22,977	0	22,977	General	0	0	0	0	0	0	0	0	0	0	0	0	0	0	22,977		
1040	Dissolved Oxygen Meter	1040	Individual	Fully Depreciated	WW	394	WW-394	LABORATORY EQUIPMENT	Machinery and Equip	2/26/2009	5,746	0	5,746	S-Treat.	0	0	0	0	0	0	0	0	0	0	0	0	0	0	5,746		
1041	Dissolved Oxygen Meter-Canal St	1041	Individual	Fully Depreciated	WW	394	WW-394	LABORATORY EQUIPMENT	Machinery and Equip	4/6/2012	7,175	0	7,175	S-Treat.	0	0	0	0	0	0	0	0	0	0	0	0	0	0	7,175		
1042	Dissolved Oxygen Meter-Turmpike	1042	Individual	Fully Depreciated	WW	394	WW-394	LABORATORY EQUIPMENT	Machinery and Equip	4/6/2012	5,332	0	5,332	S-Treat.	0	0	0	0	0	0	0	0	0	0	0	0	0	0	5,332		
1043	Dissolved Oxygen Meter-Turmpike	1043	Individual	Fully Depreciated	WW	394	WW-394	LABORATORY EQUIPMENT	Machinery and Equip	4/6/2012	5,332	0	5,332	S-Treat.	0	0	0	0	0	0	0	0	0	0	0	0	0	0	5,332		
1044	Stationary Influent Sampler	1044	Individual	Fully Depreciated	WW	394	WW-394	LABORATORY EQUIPMENT	Machinery and Equip	3/29/2013	5,235	0	5,235	S-Treat.	0	0	0	0	0	0	0	0	0	0	0	0	0	0	5,235		
1045	Autoclave Equipment	1045	Individual	Fully Depreciated	WW	394	WW-394	LABORATORY EQUIPMENT	Machinery and Equip	5/20/2013	11,114	0	11,114	S-Treat.	0	0	0	0	0	0	0	0	0	0	0	0	0	0	11,114		
1046	Digestion Block TPKE Lab	1046	Individual	Fully Depreciated	WW	394	WW-394	LABORATORY EQUIPMENT	Machinery and Equip	12/31/2013	8,128	0	8,128	S-Treat.	0	0	0	0	0	0	0	0	0	0	0	0	0	0	8,128		
1047	Influent Sampler	1047	Individual	Active	WW	394	WW-394	LABORATORY EQUIPMENT	Machinery and Equip	3/6/2015	5,660	0	5,660	S-Treat.	0	0	0	0	0	0	0	0	0	0	0	0	0	0	5,660		
1048	19 WATER SYSTEM	1048	Individual	Active	WW	394	WW-394	LABORATORY EQUIPMENT	Machinery and Equip	3/27/2020	5,741	0	5,741	General	0	0	0	0	0	0	0	0	0	0	0	0	0	0	5,741		
1049	Sandblaster	1049	Individual	Active	WW	394	WW-394	LABORATORY EQUIPMENT	Machinery and Equip	3/31/2021	5,340	0	5,340	General	0	0	0	0	0	0	0	0	0	0	0	0	0	0	5,340		
1050	Natural Gas Generator L5-072	1050	Individual	Fully Depreciated	WW	395	WW-395	POWER OPERATED EQUIPMENT	Machinery and Equip	9/30/2001	19,695	0	19,695	General	0	0	0	0	0	0	0	0	0	0	0	0	0	0	19,695		

Business Impact Estimate

Proposed ordinance's title/reference: 2025-_____ IMPACT FEES

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA REGULATING CITY OF LEESBURG WATER AND WASTEWATER CAPACITY IMPACT FEES; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; ADOPTING A WATER AND WASTEWATER SYSTEM IMPACT FEE STUDY DATED SEPTEMBER 4, 2025, AS AMENDED; AMENDING CHAPTER 22 – 'UTILITIES' OF THE CODE OF ORDINANCES RELATING TO WATER AND WASTEWATER UTILITY IMPACT FEES; PROVIDING FOR CODIFICATION AND SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR A SAVINGS CLAUSE; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

Purpose of Ordinance:

To adopt updated water and wastewater capacity impact fees based on the City of Leesburg Water and Wastewater Impact Fee Study. The ordinance updates fee schedules, removes automatic indexing, and makes findings of extraordinary circumstances to levy the full updated rate without statutory phase-in.

Public Purpose to Be Served:

The ordinance ensures that new development pays a proportionate share of the cost of expanding water and wastewater infrastructure needed to serve growth. This protects existing ratepayers from subsidizing new development and aligns with the Florida Impact Fee Act requirements.

Fiscal Impact on Businesses:

- Increased Upfront Costs: Developers and businesses undertaking new construction or expansion will pay higher one-time water and wastewater impact fees at permit or connection.
- Magnitude of Increase:
 - Water fee per ERU increases from \$820 → \$2,039.
 - Wastewater fee per ERU increases from \$1,940 → \$4,567.
 - For example, a 10,000 sq. ft. restaurant will pay approximately \$159,850 in wastewater impact fees versus \$67,900 under current rates.
- Applicability: Only businesses creating new demand for utility service are affected; existing businesses are not impacted.
- Benefits: Ensures adequate capacity, avoids future utility deficiencies, and supports orderly economic development.

Likely Business Sectors Affected:

- Residential developers (single-family, multi-family, manufactured housing).

- Commercial builders (restaurants, retail, office).
- Institutional uses (schools, nursing homes).
- Lodging (hotels/motels).
- Service businesses with high water/wastewater demand (laundromats).

Compliance Costs:

No ongoing compliance costs beyond the one-time impact fee payment at development approval/connection. Administrative collection costs are limited to actual expenses per §163.31801, Florida Statutes.

Small Business Impacts:

- Small businesses establishing new facilities may face significant upfront cost increases.
- However, this ensures capacity is available to support their operations without shifting costs to existing businesses.
- No reporting or regulatory compliance burdens are imposed—only the one-time fee at construction.

Conclusion:

The ordinance imposes higher upfront costs on new development but is legally required to ensure proportionality between growth and utility infrastructure needs. The long-term benefit is a financially sustainable utility system, protecting existing businesses and residents from subsidizing future growth.

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.D.1.

Meeting Date: September 22, 2025

From: Dan Miller, (Planning and Zoning Director)

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

Staff Recommendation:

Staff recommends selection of three of the attached applications for regular member positions on the Leesburg Planning Commission from the list and applications attached hereto as **Exhibit A**.

Analysis:

The Planning Commission is appointed by the City Commission to make recommendations and decisions on matters related to zoning, comprehensive plan amendments, conditional use permits, and variances to the Land Development Code. The Commission also acts as the Board of Appeals for administrative appeals to interpretations of the Land Development Code and Building Codes. The Commission consists of a total of nine positions; seven regular members and two alternate members.

At this time, there are three members whose terms are expiring as shown below. Mr. O’Kelley and Ms. Carter are requesting reappointment, Mr. Kaplan has chosen to allow his term to expire and will not be requesting reappointment.

Expiring terms:

1. John O’Kelley (regular member)
2. Zee Carter (regular member)
3. Stewart Kaplan (regular member, not requesting re-appointment)

The City of Leesburg has advertised these positions in the Daily Commercial, on the City's website and on social media.

The Planning and Zoning Department budget provides reimbursement to the Planning Commissioners for their service, at a current rate of \$25.00 per meeting attended. The annual cost to the taxpayers for this reimbursement is approximately \$2,100.00.

Staff, through the City Clerk's office, have received a total of four applications for these three positions. Please note that Mr. Christopher Redding and Mr. John O’Kelley has applied to both the Historic Preservation Board and the Planning Commission. All applicants live within the city limits.

Name	Address
1. John O'Kelley	611 Lakeshore Drive
2. Ze'Shieca Carter	1008 Cottonwood Street
3. Shaun Robertson	3901 Brant Place
4. Christopher Redding	323 South 4 th Street

Procurement Analysis:

N/A

Options:

1. Approve three regular members to the Leesburg Planning Commission; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

Planning Commissioners are provided the sum of \$25.00 per meeting attended, which comes from the Planning and Zoning Department budget. The total cost is less than \$2,500.00 per year.

Account No. 001-6151-515-3110

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA, APPOINTING THREE MEMBERS TO THE LEESBURG
PLANNING COMMISSION; AND PROVIDING AN EFFECTIVE DATE.**

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

THAT the City Commission of the City of Leesburg, Florida finds that as of September 30, 2025, there is one expired member position and two alternate member positions on the Leesburg Planning Commission.

THAT the City Commission hereby appoints _____ as a regular member with said term to begin on October 1, 2025, and expire on September 30, 2028.

THAT the City Commission hereby appoints _____ as a regular member with said term to begin on October 1, 2025, and expire on September 30, 2028.

THAT the City Commission hereby appoints _____ as a regular member with said term to begin on October 1, 2025, and expire on September 30, 2028.

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 22nd day of September 2025.

Mayor

ATTEST:

City Clerk

EXHIBIT A

Planning Commission

Name	Position	Expiration	Status
Tim Sennett	Chair	2026	current
Ted Bowersox	Vice Chair	2027	current
John O'Kelley	Member	2025	current re-applied
Frazier J. Marshall	Member	2027	current
Ze'Sheica Carter	Member	2025	current re-applied
Stewart Kaplan	Member	2025	not reapplying
Nathaniel Sanders	Member	2027	current
Ken Simeone	Alternate	2026	current
Darin Akkerman	Alternate	2026	current

PC applicants

Applicants	Address	Note
Ze'Sheica Carter	1008 Cottonwood Street	current member
John O'Kelley	611 LakeShore Drive	current member
Christopher Redding	323 South 4th Street	
Shaun Robertson	3901 Brant Place	

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.D.2.

Meeting Date: September 22, 2025

From: Dan Miller, (Planning and Zoning Director)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, appointing three members to the Leesburg Historic Preservation Board; and providing an effective date.

Staff Recommendation:

Staff recommends the City Commission approve the attached regular member positions for the Leesburg Historic Preservation Board from the list and applications attached hereto as **Exhibit A**.

Analysis:

The Historic Preservation Board is appointed by the City Commission to make recommendations and decisions on matters related to Historic Preservation within the boundaries of the Historic District of Leesburg Florida, per Chapter 30 of the Code of Ordinances.

The Board consists of a total of nine positions. Currently, there are six vacant positions, which consist of four regular members and two alternate members. The Board has had resignations due to health concerns and persons moving outside the city limits, so at this time there are three regular members. Per code, a quorum on this Board consists of a majority of the current membership.

The City of Leesburg advertised these positions in the Daily Commercial, on the City's website and on social media. Staff will continue to advertise and advise the City Commission of new applications as they become available.

Staff, through the City Clerk's office, have received a total of five applications for these three positions. Please note that Mr. Christopher Redding and Mr. John O'Kelley have applied to both the Historic Preservation Board and the Planning Commission.

Name	Address
1. Christopher Redding	323 South 4 th Street
2. John O'Kelley	611 Lakeshore Drive
3. John H. Moyer	6850 Silver Charm Cour

Procurement Analysis:

N/A

Options:

1. Approve members to the Historic Preservation Board
2. Other action as the Commission may choose.

Fiscal Impact:

The Historic Preservation Board is a volunteer board, thus there is no cost to the City of Leesburg for this action.

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA, APPOINTING THREE MEMBERS TO THE LEESBURG
HISTORIC PRESERVATION BOARD; AND PROVIDING AN EFFECTIVE
DATE.**

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

THAT the City Commission of the City of Leesburg, Florida finds that as of September 30, 2025, there are open member positions on the Leesburg Historic Preservation Board.

THAT the City Commission hereby appoints _____ as a regular member with said term to begin on October 1, 2025, and expire on September 30, 2028.

THAT the City Commission hereby appoints _____ as a regular member with said term to begin on October 1, 2025, and expire on September 30, 2028.

THAT the City Commission hereby appoints _____ as a regular member with said term to begin on October 1, 2025, and expire on September 30, 2028.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 22nd day of September 2025.

Mayor

ATTEST:

City Clerk

Historic Preservation Board

Name	Position	Appointed	Expiration
Sanna Henderson	Chair	1997	2026
Vickie Lingerfelt	Vice Chair	2019	2027
Mark Plymale	Member	2023	2026
Guy Ross	Member	2005	HEALTH
Jose Lozano	Member	2023	RELOCATION
Nicole Menschel	Member	2023	RELOCATION
Ciara Bender	Member	2022	ATTENDANCE
unfilled	Alternate		
unfilled	Alternate		

Applicants	Address	Note
Christopher Redding	323 South 4th Street	
John O'Kelley	611 LakeShore Drive	
John H. Moyer	6850 Silver Charm Court	
Amy Lander Rolon	11029 Riverside Road	outside city limits
Rebecca Boyd	9407 Silver Lake Drive	outside city limits

Miscellaneous Accounts Receivable Customers With Unpaid Balances
Prepared by Finance
July 31, 2025

CURRENTLY WORKED BY PROVIDING DEPARTMENT OR FINANCE

001 Fund

Jam Entertainment	Sent to Attorney for collection	Security for Nov 18,2023	145.00
Jennings, Matthew	Boat not here/ Sent to Attorney	Marina Rent	711.99
Mosley, Karissa	Sent to Attorney for collection	Security for Mar 16, 2025	782.50
Southern Precision	Working with Police dept-No response from Vendor	Security for Apr 10, 2025	165.00
			<u>1,804.49</u>

041 Fund

Pea, Marquise	Sent to Attorney for collection	Damages to City Property	3,963.64
Towler, Ethan	Sent to Attorney for collection	Apprenticeship Reimbursement	12,561.91
			<u>16,525.55</u>

Total 18,330.04

001 FUND TOTAL	\$	1,804.49
041 FUND TOTAL	\$	16,525.55
	\$	<u>18,330.04</u>

Expected write offs as of July 31, 2025

Every September, the Finance Director informs the Commission the dollar amount of customer accounts to be written off. Listed below are the amounts for the prior fiscal years and how the City is trending for fiscal years 2023 and 2024

Fiscal Write Off Year	Projected Written Off	Actual Written Off	Add'l Amount Collected
2023-2024			
2022-2023	\$ -		
2021-2022	281,753	350,141	68,388
2020-2021	307,042	22,615	(284,427)
2019-2020	284,281	635,544	351,263
2018-2019	342,912	284,276	(58,636)
2017-2018	394,427	268,001	(126,426)
2016-2017	345,913	314,552	(31,361)
2015-2016	491,091	440,511	(50,580)
2014-2015	431,543	364,023	(67,519)
2013-2014	292,507	258,246	(34,261)
2012-2013	280,544 *	216,319	(64,225)
2011-2012	380,227 *	341,414	(38,813)

Projected
Fiscal year 2024 - Month by Month
10/01/23- 09/30/24

Month	Amount Written Off	Number of Accounts	
		Commercial	Residential
October	\$ 37,620	4	70
November	48,177	3	104
December	40,391	2	79
January	51,778	2	108
February	79,343	11	89
March	26,916	3	78
April	21,640	2	59
May	30,631	7	65
June	21,116	0	65
July	16,335	0	50
August	19,742	4	62
September	24,913	2	68
Accounts to be written off*	\$ 418,602	40	897
Prior Yr to Date	\$ 159,374	39	956
difference - () negative	\$ (259,228)	(1)	59

Projected
Fiscal year 2025- Month by Month
10/01/24- 09/30/25

Month	Amount Written Off	Number of Accounts		Average Account Balance	
		Commercial	Residential	Commercial	Residential
October	\$ 24,587	3	62	2,165.43	410.84
November	29,713	4	79	532.52	458.07
December	30,263	0	76	705.93	493.40
January	44,737	9	81	277.11	474.28
February	40,176	7	89	3,413.69	469.57
March	25,043	7	57	410.39	329.29
April	46,684	12	95	92.21	363.64
May	25,599	3	60	526.33	414.55
June	39,424	2	79	0.00	324.86
July	21,340	2	64	0.00	326.70
August				315.16	298.09
September				267.91	358.48
Accounts to be written off	\$ 327,567	49	742		
Prior Yr to Date	\$ 373,947	34	767		
difference - () negative	\$ 46,380	(15)	25		

CITY OF LEESBURG
CASH AND INVESTMENTS BY FUND
7/31/2025

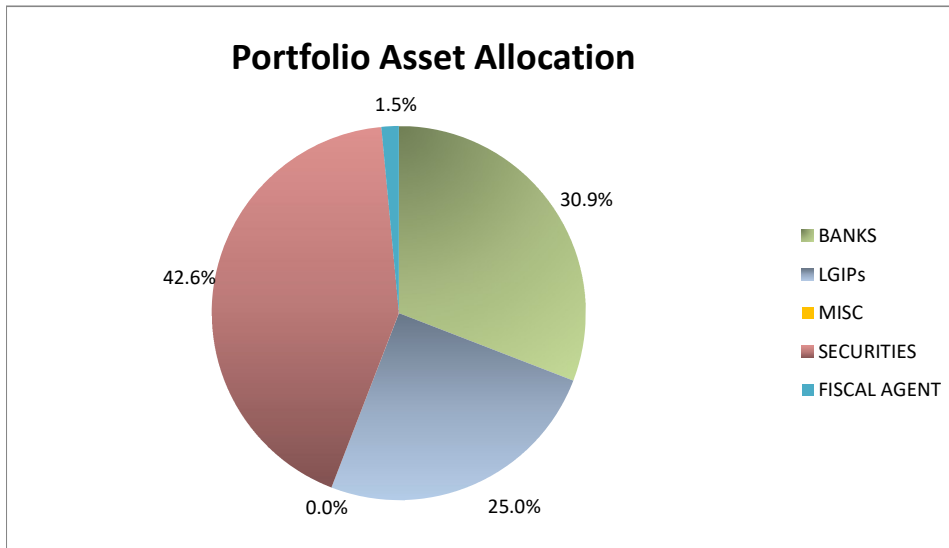
		GENERAL	SPECIAL REVENUE	DEBT SERVICE	CAPITAL PROJECTS	ELECTRIC UTILITY	GAS UTILITY	WATER UTILITY	WASTEWATER TREATMENT	SANITATION SERVICES	STORM WATER	AIRPORT	BUILDING PERMITS	INTERNAL SERVICE	
POOLED CASH & INVESTMENTS		TOTAL	FUND	FUNDS GROUP	FUNDS	FUND	FUND	FUND	FUND	FUND	FUND	FUND	FUND	FUNDS GROUP	
OPERATING CASH		\$88,322,960.79	\$19,921,071.76	\$5,755,345.22	\$ 92,769.03	\$ 75,506.68	\$11,264,081.24	\$ 9,574,431.15	\$ 8,699,519.61	\$ 13,784,274.71	\$ 664,006.22	\$4,840,871.44	\$7,507,470.58	\$ 973,283.91	\$ 5,170,329.24
RESTRICTED CASH															
	CUSTOMER DEPOSITS	7,781,342.98					4,997,360.94	2,055,643.77	717,133.27	1,550.00	9,655.00				
	RENEWL & REPLCMNT	16,285,819.02	680,920.15	49,065.68			2,062,723.52	1,071,392.46	5,971,206.46	4,756,599.90	850,000.00				843,910.85
	BOND/NOTE SINKING FUND	5,712,347.70		44,053.25			2,138,959.67	75,315.88	743,592.81	2,710,426.09					
	SCHOOL ZONE CAMERAS	417,588.80	417,588.80												
	SIGN GRANT & HUD SHIP	59,208.39		59,208.39											
	HWY 441/27 CRA - Restricted Surplus	6,679,000.00		600,000.00		6,079,000.00			1,969,876.10	3,754,069.25					
	IMPACT FEES	5,723,945.35													
	OTHER RESTRICTED CASH	8,197,917.39	116,453.27	592,183.55		7,288,507.57									
	DEVELOPER CONTRIBUTIONS	160,022.92					154,893.52	5,129.40							
	RATE STABILIZATION	3,400,226.00					3,400,226.00								
SUBTOTAL OF RESTRICTED CASH		\$44,417,418.55	\$1,214,962.22	\$344,510.87		\$13,367,507.57	\$12,794,163.65	\$3,207,481.51	\$9,401,808.64	\$11,222,645.24	\$859,655.00				\$843,910.85
TOTAL POOLED CASH		\$142,740,379.34	\$ 21,136,033.98	\$ 7,099,856.09	\$ 92,769.03	\$ 13,443,014.25	\$ 24,018,244.89	\$ 12,781,912.66	\$ 18,101,328.25	\$ 25,006,919.95	\$ 1,523,661.22	\$ 4,840,871.44	\$ 7,507,470.58	\$ 973,283.91	\$ 6,014,240.09
NON-POOLED RESTRICTED CASH															
	CASH WITH FISCAL AGENT	2,140,516.71			1,124,815.18			170,382.30	354,263.35	491,055.88					
SUBTOTAL NON-POOLED CASH		2,140,516.71			1,124,815.18			170,382.30	354,263.35	491,055.88					
TOTAL POOLED CASH AND INVEST		\$144,880,896.05	\$21,136,033.98	\$ 7,099,856.09	\$1,217,584.21	\$13,443,014.25	\$24,018,244.89	\$12,952,294.96	\$18,455,591.60	\$25,497,975.83	\$1,523,661.22	\$4,840,871.44	\$7,507,470.58	\$973,283.91	\$6,014,240.09

		INDIVIDUAL SPECIAL REVENUE FUNDS											
POOLED CASH & INVESTMENTS		SPECIAL REVENUE FUNDS TOTAL	HOUSING ASSISTANCE FUND	GREATER LEESBURG CRA FUND	CARVER HEIGHTS CRA FUND	HIGHWAY 441/27 CRA FUND	POLICE FORFEITURE FUND	POLICE EDUCATION FUND	DISCRETIONARY SALES TAX FUND	GAS TAX FUND	POLICE IMPACT FUND	FIRE IMPACT FUND	RECREATION IMPACT FUND
OPERATING CASH		\$ 5,755,345.22	\$ 203,863.88	\$ 420,735.87	\$ 433,539.62	\$ 926,382.30	\$ 68,922.80	\$ 10,338.44	\$ 2,523,328.49	\$ (69,354.56)	\$ 588,616.71	\$ 425,794.62	\$ 223,177.05
RESTRICTED CASH													
	HUD SHIP PROGRAM & SHOUSE PROCEEDS	78,596.25	78,596.25										
	BOND/NOTE SINKING FUND	44,053.25		81,902.56		(37,849.31)							
	SIGN GRANT	59,208.39		20,515.77		38,692.62							
	R&R / OTHER RESTRICTED	562,652.98	49,065.68		513,587.30								
	CUSTOMER DEPOSITS	600,000.00				600,000.00							
SUBTOTAL OF RESTRICTED CASH		\$ 1,344,510.87	\$ 127,661.93	\$ 102,418.33	\$ 513,587.30	\$ 600,843.31	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL POOLED CASH		\$ 7,099,856.09	\$ 331,525.81	\$ 523,154.20	\$ 947,126.92	\$ 1,527,225.61	\$ 68,922.80	\$ 10,338.44	\$ 2,523,328.49	\$ (69,354.56)	\$ 588,616.71	\$ 425,794.62	\$ 223,177.05
NON-POOLED RESTRICTED CASH													
SUBTOTAL NON-POOLED CASH		\$ -											
TOTAL POOLED CASH AND INVEST		\$ 7,099,856.09	\$ 331,525.81	\$ 523,154.20	\$ 947,126.92	\$ 1,527,225.61	\$ 68,922.80	\$ 10,338.44	\$ 2,523,328.49	\$ (69,354.56)	\$ 588,616.71	\$ 425,794.62	\$ 223,177.05

		INTERNAL SERVICE FUNDS				
POOLED CASH & INVESTMENTS		INTERNAL SERVICE FUNDS TOTAL	HEALTH INSURANCE FUND	WORKERS' COMPENSATION FUND	RISK MANAGEMENT FUND	FLEET MAINTENANCE FUND
OPERATING CASH		\$ 5,170,329.24	\$ 180,016.43	\$ 3,065,965.48	\$ -	\$ 1,924,347.33
RESTRICTED CASH		843,910.85				843,910.85
SUBTOTAL OF RESTRICTED CASH		\$ 843,910.85	\$ -	\$ -	\$ -	\$ 843,910.85
TOTAL POOLED CASH		\$ 6,014,240.09	\$ 180,016.43	\$ 3,065,965.48	\$ -	\$ 2,768,258.18
TOTAL POOLED CASH AND INVESTMENTS		\$ 6,014,240.09	\$ 180,016.43	\$ 3,065,965.48	\$ -	\$ 2,768,258.18

**CITY OF LEESBURG
INVESTMENT REPORT
7/31/2025**

DESCRIPTION	BALANCE 7/31/2025
BANK OPERATING AND SAVINGS ACCOUNTS	
Truist Bank - Disbursement	\$22,172,179
Southstate Bank - Savings	11,482
Southstate Bank - CD	2,159,280
JP Morgan - CD	5,464,657
Southstate Bank - CD	5,507,210
TD Bank - CD	4,408,136
Seaside Bank	4,479,947
United Southern Bank-Bikefest	519,890
	\$44,722,781
LOCAL GOVERNMENT INVESTMENT POOLS	
FLSAFE	8,985,799
FLCLASS	11,396,399
FLPRIME	15,824,051
	36,206,249
 US BANK (Fiscal Agent)	 2,140,517
 CHANDLER ASSET MANAGEMENT (SECURITIES)	 61,811,349
	61,811,349
 TOTAL INVESTMENTS	 144,880,896
MARKET ADJUSTMENT	42,927
TOTAL VALUE OF INVESTMENTS	<u>\$144,923,823</u>



City of Leesburg, Florida
Report of **EXPENSES** by Fund
For Period Beginning of October 1, 2025- July 31, 2025 or 83%

Fund Name	EXPENSES				
	CURRENT YEAR			LAST YEAR	
	FY 25 Adjusted Budget	FY 25 Expenses	FY 25 Percentage	FY 24 Expenses	FY 24 Percentage
<u>General Fund</u>	39,280,682	30,894,906	79%	28,605,144	79%
<u>Special Revenue Fund</u>					
Housing Assistance	162,750	86,953	53%	100,902	71%
Debt Service Fund	1,858,295	1,857,706	100%	1,607,562	93%
Capital Projects Fund	16,307,159	2,331,562	14%	5,788,694	43%
Discretionary Sales Tax	4,084,186	3,179,389	78%	1,963,731	62%
Police Forfeiture Fund	96,979	66,979	0%	51,571	58%
Police Education Fund	-	-	0%	-	0%
Gas Tax	1,161,873	1,161,873	100%	872,216	87%
Police Impact Fees	1,284,500	992,323	0%	-	0%
Fire Impact Fees	-	-	0%	-	0%
Recreation Impact Fees	500,000	500,000	0%	-	0%
Building Fund	1,736,090	1,200,740	69%	1,285,430	70%
<u>Community Redevelopment Agencies</u>					
Greater Leesburg CRA fund	1,112,826	948,111	85%	859,472	79%
Carver Heights CRA fund	1,616,913	940,366	58%	416,094	39%
Highway 27/441 CRA fund	7,261,062	7,013,481	97%	933,495	38%
<u>Enterprise Funds</u>					
Stormwater Utility Fund	3,510,823	1,362,616	39%	1,208,126	36%
Electric Utility Fund	78,758,733	56,732,914	72%	54,619,464	60%
Gas Utility Fund	17,368,210	9,392,478	54%	7,758,042	52%
Water Utility Fund	18,835,650	7,916,209	42%	7,742,535	40%
Wastewater Utility Fund	39,744,576	11,965,573	30%	11,167,329	17%
Solid Waste Utility Fund	5,595,202	5,290,057	95%	4,281,398	82%
Airport Fund	13,753,635	2,778,603	20%	2,709,054	25%
<u>Internal Services Fund</u>					
Health Insurance Fund	7,668,154	7,771,499	101%	6,806,164	85%
Workers Comp Insurance Fund	1,375,902	621,417	45%	645,874	51%
Fleet Maintenance Fund	6,176,209	3,606,170	58%	2,962,863	57%
<u>Pension Trust Funds</u>					
Police Retirement Trust Fund	2,908,643	1,763,609	61%	1,225,901	47%
Fire Retirement Trust Fund	2,076,988	1,530,957	74%	1,277,855	69%
General Employees Trust Fund	3,350,000	2,833,121	85%	2,583,548	81%
Total All Funds	277,586,040	164,739,612	59%	147,472,464	50%

277,586,040

-

City of Leesburg, Florida
Report of **REVENUES** by Fund
For Period Beginning of October 1, 2025- July 31, 2025 or 83%

Fund Name	REVENUES				
	CURRENT YEAR			LAST YEAR	
	FY 25 Adjusted Budget	FY 25 Revenue	FY 25 Percentage	FY 24 Revenue	FY 24 Percentage
<u>General Fund</u>	37,590,729	34,482,585	92%	30,537,132	89%
<u>Special Revenue Fund</u>					
Housing Assistance	162,750	123,503	76%	106,307	89%
Debt Service Fund	1,858,295	1,858,295	100%	1,720,523	100%
Capital Projects Fund	12,133,766	10,484,571	86%	4,758,754	63%
Discretionary Sales Tax	3,640,000	2,686,200	74%	2,563,811	83%
Police Forfeiture Fund	-	3,446	0%	4,099	0%
Police Education Fund	-	5,014	0%	4,299	0%
Gas Tax	962,500	762,678	79%	749,898	83%
Police Impact Fees	-	165,989	0%	219,685	0%
Fire Impact Fees	-	123,758	0%	78,068	0%
Recreation Impact Fees	-	180,842	0%	105,807	0%
Building Fund	1,031,000	1,060,407	103%	894,099	85%
<u>Community Redevelopment Agencies</u>					
Greater Leesburg CRA fund	1,087,613	1,048,307	96%	955,632	104%
Carver Heights CRA fund	1,125,385	1,178,597	105%	781,521	85%
Highway 27/441 CRA fund	3,076,700	3,059,135	99%	2,436,926	105%
<u>Enterprise Funds</u>					
Stormwater Utility Fund	2,324,873	1,804,157	78%	1,605,456	69%
Electric Utility Fund	76,081,432	63,050,485	83%	56,577,119	63%
Gas Utility Fund	15,235,869	13,338,488	88%	10,382,619	79%
Water Utility Fund	12,373,381	11,059,683	89%	10,264,103	90%
Wastewater Utility Fund	18,658,395	14,984,781	80%	14,792,611	89%
Solid Waste Utility Fund	5,589,302	4,580,745	82%	4,308,503	83%
Airport Fund	12,099,325	5,662,368	47%	1,648,161	17%
<u>Internal Services Fund</u>					
Health Insurance Fund	7,668,154	6,166,543	80%	6,195,102	78%
Workers Comp Insurance Fund	1,375,902	1,504,614	109%	1,174,739	94%
Fleet Maintenance Fund	4,647,928	3,727,026	80%	2,716,507	68%
<u>Pension Trust Funds</u>					
Police Retirement Trust Fund	2,908,643	3,418,933	118%	5,302,863	201%
Fire Retirement Trust Fund	2,076,988	418,902	20%	5,189,783	279%
General Employees Trust Fund	3,350,000	3,401,114	102%	7,016,404	220%
Use of Fund Balance (Various funds)	50,527,110				
Total All Funds	277,586,040	190,341,166	84%	173,090,531	78%