

**AGENDA
CITY COMMISSION MEETING
VENETIAN CENTER, 1 DOZIER COURT
MONDAY, OCTOBER 11, 2021 5:30 PM**

1. CALL TO ORDER

INVOCATION

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

2. PROCLAMATIONS:

A. None

3. PRESENTATIONS:

A. Pine Street Complete Streets and Redevelopment Final Concept Brief

4. PUBLIC COMMENTS:

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

5. CONSENT AGENDA:

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

A. CITY COMMISSION MEETING MINUTES:

1. Regular meeting held September 27, 2021

B. PURCHASING ITEMS:

1. Resolutions authorizing execution of a Construction Change Order No. 1

with Evergreen Construction, Inc. for the Teen Center Project and a Resolution amending the Teen Center budget and authorizing the City Manager to approve future additional expenditures on the Teen Center project not to exceed an additional \$240,000.

- a. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Construction Change Order Number 1 with Evergreen Construction Management, Inc. for the Teen Center project in the amount of \$166,022.62; and providing an effective.**
- b. Resolution of the City Commission of the City of Leesburg, Florida amending the project budget adding an additional \$240,000.00 and authorizing the City Manager to approve additional expenditures such as construction change orders and owner supplied equipment up to the amended project budget amount; and providing an effective date.**

C. RESOLUTIONS:

- 1. Resolution of the City Commission of the City of Leesburg, Florida approving the conveyance of a vacant lot to Carmela Daley for development of a single family home as part of the In-fill Housing Program; and providing an effective date.**
- 2. Resolutions related to the Leesburg International Airport Apron Rehabilitation Project.**
 - a. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute Amendment 2 to Public Transportation Grant Agreement 444872-1-94-01, between the City of Leesburg and the State of Florida Department of Transportation, for the purpose of adding construction funds, based on bids, for the Leesburg International Airport Apron Rehabilitation Project; and providing an effective date.**
 - b. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a construction services agreement with CW Roberts Contracting, Inc. for an amount of \$2,254,738.50; and providing an effective date.**
 - c. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Task Order with GAI Consultants, Inc. for an amount of \$229,730.00; and providing an effective date.**

3. **Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to enter into a Facility Use Agreement with the Boys & Girls Clubs of Central Florida, Inc.; and providing an effective date.**
4. **Resolution of the City Commission of the City of Leesburg, Florida authorizing and directing the Mayor and City Clerk to execute a Directive to Florida Gas Utility to purchase firm gas supply at discount pricing from Municipal Gas Authority of Georgia; and providing an effective date.**
5. **Resolution of the City Commission of the City of Leesburg, Florida, authorizing the expenditure of the funds for Natural Gas extension to the Eagle Tail Landing Development prior to developer Hanover 623 Holdings, LLC providing funds for Phases subsequent to Phase 1 of the Development; and providing an effective date.**
6. **Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a vacant land sales contract between the City of Leesburg and Bertha M. Hill for a City owned lot at 2107 Waitman Avenue; and providing an effective date.**
7. **Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute Civic Organization Funding Agreements for Fiscal Year 2021-22 with Band Parents Association of Leesburg High School, Inc., Boys and Girls Clubs of Central Florida, Inc., Community Development Corporation of Leesburg, Inc., Leesburg Area Chamber of Commerce, Inc., Leesburg Arts Festival DBA Leesburg Center for the Arts, Leesburg Partnership, Inc. and Melon Patch Players, Inc.; and providing an effective date.**
8. **Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Civic Organization Funding Agreement for Fiscal Year 2021-22 with Leesburg Cemeteries, Inc.; and providing an effective date.**
9. **Resolution of the City Commission of the City of Leesburg, Florida establishing the special events venue area for the November 11-14, 2021 Bikefest event; and providing an effective date.**
10. **Resolution of the City Commission of the City of Leesburg, Florida establishing the per square foot cost recovery fee for businesses located within the November 11-14, 2021 Leesburg Bikefest Venue area; and providing an effective date.**

11. Resolution of the City Commission of the City of Leesburg, Florida approving a special transfer in Fiscal Year 21-22 from the Solid Waste fund in the amount of \$350,000 for various Capital Projects; and providing an effective date.
 12. Resolution of the City Commission of the City of Leesburg, Florida, adopting Revisions to the City of Leesburg Personnel Policy 115; and providing an effective date.
 13. Resolution of the City Commission of the City of Leesburg, Florida authorizing approval of the American Recovery Grant Funding Agreements; and providing an effective date.
6. **PUBLIC HEARINGS AND NON-ROUTINE ITEMS:
COMPREHENSIVE PLAN INFORMATION SIGN-UP SHEET (YELLOW)
AVAILABLE**
- A. **SECOND READING OF ORDINANCES:**
1. None
- B. **FIRST READING OF ORDINANCES:**
1. An Ordinance of the City of Leesburg, Florida, annexing certain real property consisting of approximately 18.5 +/- acres; and being generally located south of U.S. Highway 441 and east of Sunnyside Drive, lying in Section 33, Township 19 South, Range 25 East, Lake County, Florida; providing that said property so annexed shall be liable for its proportionate share of the existing and future indebtedness of said city; providing that such annexed property shall be subject to all laws and ordinances of said city as if all such territory had been a part of the City of Leesburg at the time of passage and approval of said laws and ordinances; providing that such annexed territory shall be placed in City Commission District 1; and providing an effective date. (Sunnyside Subdivision AX)
 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 18.5 +/- acres from Lake County Rural to City of Leesburg Estate, for a property generally located south of U.S. Highway 441 and east of Sunnyside Drive as legally described in Section 33, Township 19 South, Range 25 East, Lake County, Florida; and providing an effective date. (Sunnyside Landing)
 3. An Ordinance of the City of Leesburg, Florida, changing the zoning on

approximately 139 +/- acres from Lake County R-1 (Rural Residential) to City PUD (Planned Unit Development) to allow for a single-family residential subdivision for a property generally located south of U.S. Highway 441 and east of Sunnyside Drive, as legally described in Section 33, Township 19 South, Range 25 East, Lake County, Florida; and providing an effective date. (Sunnyside Landing PUD)

C. NON-ROUTINE ITEMS:

1. None

7. INFORMATIONAL REPORTS:

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

A. Financial Reports as of August 2021

8. CITY ATTORNEY ITEMS:

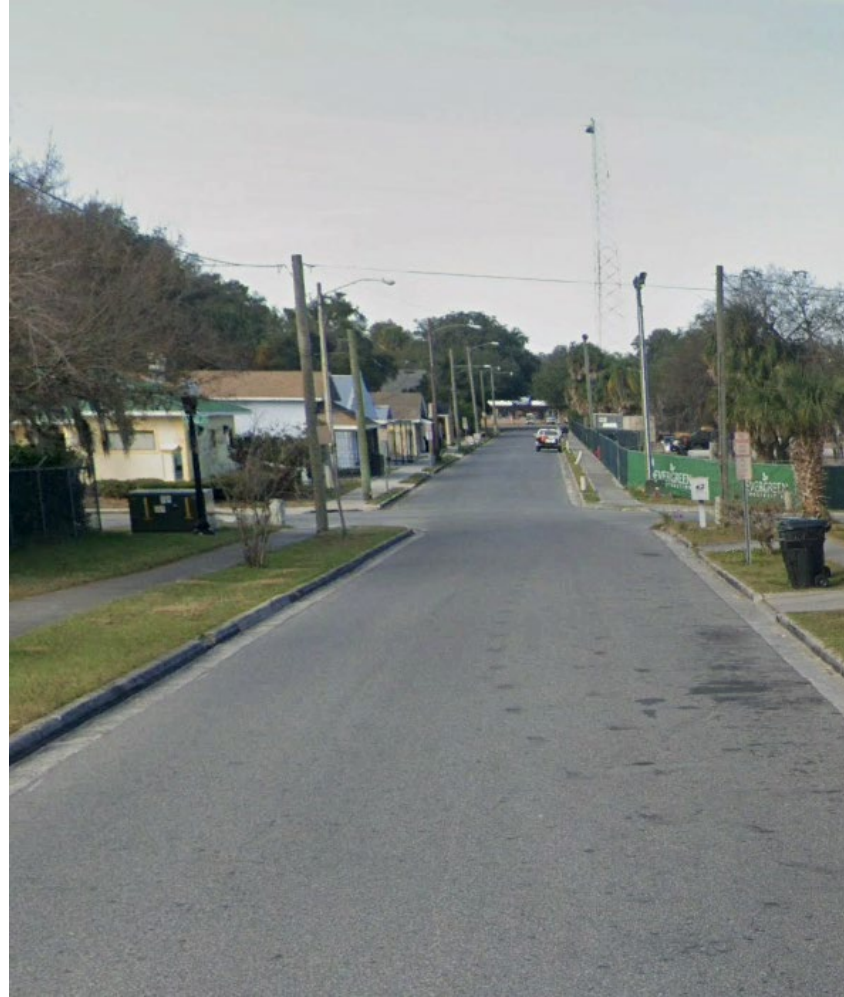
9. CITY MANAGER ITEMS:

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.

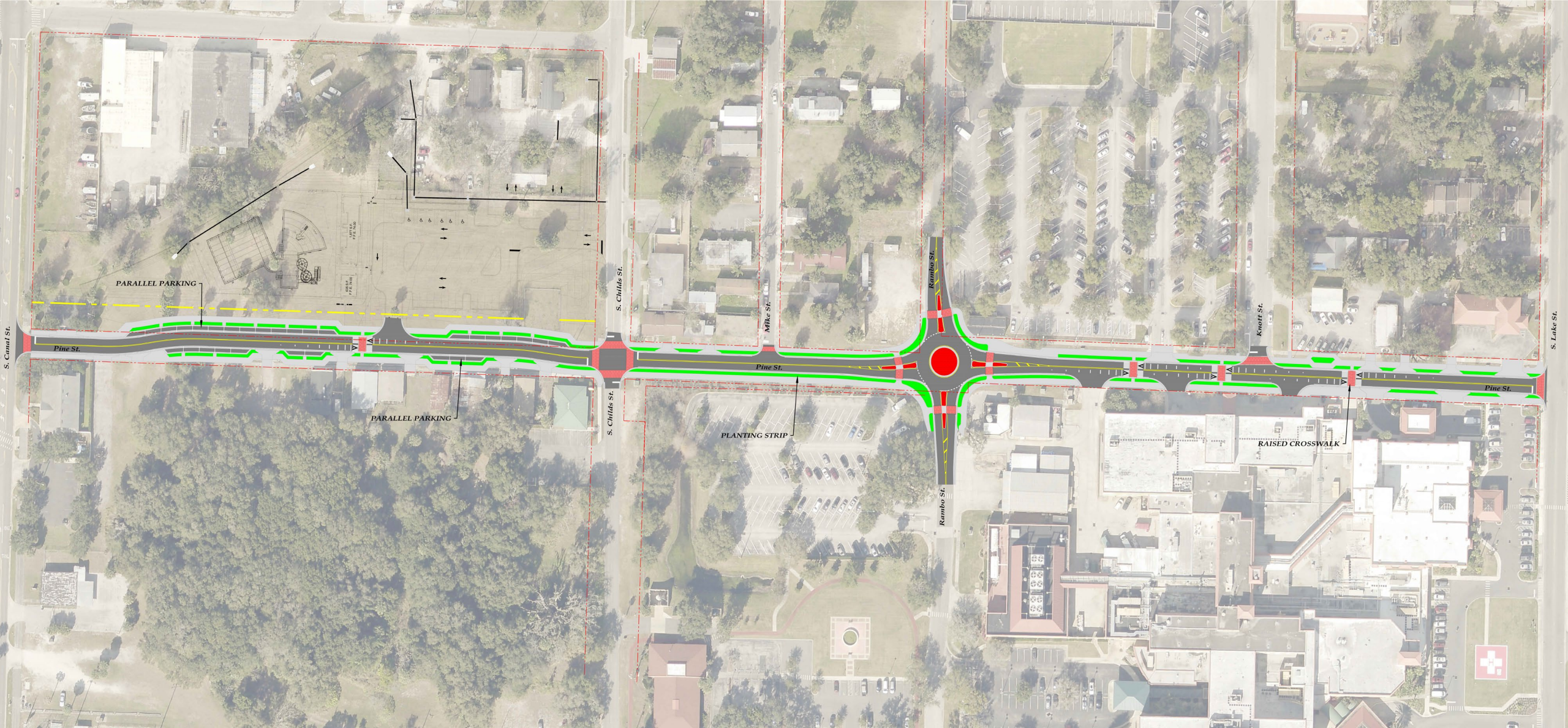
F.S.S. 286.0105 "If a person decides to appeal any decision made by the Commission with respect to any matter considered at this meeting, they will need a record of the proceedings, and that for such purpose they may need to ensure that a verbatim record of the proceedings is made, which record includes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

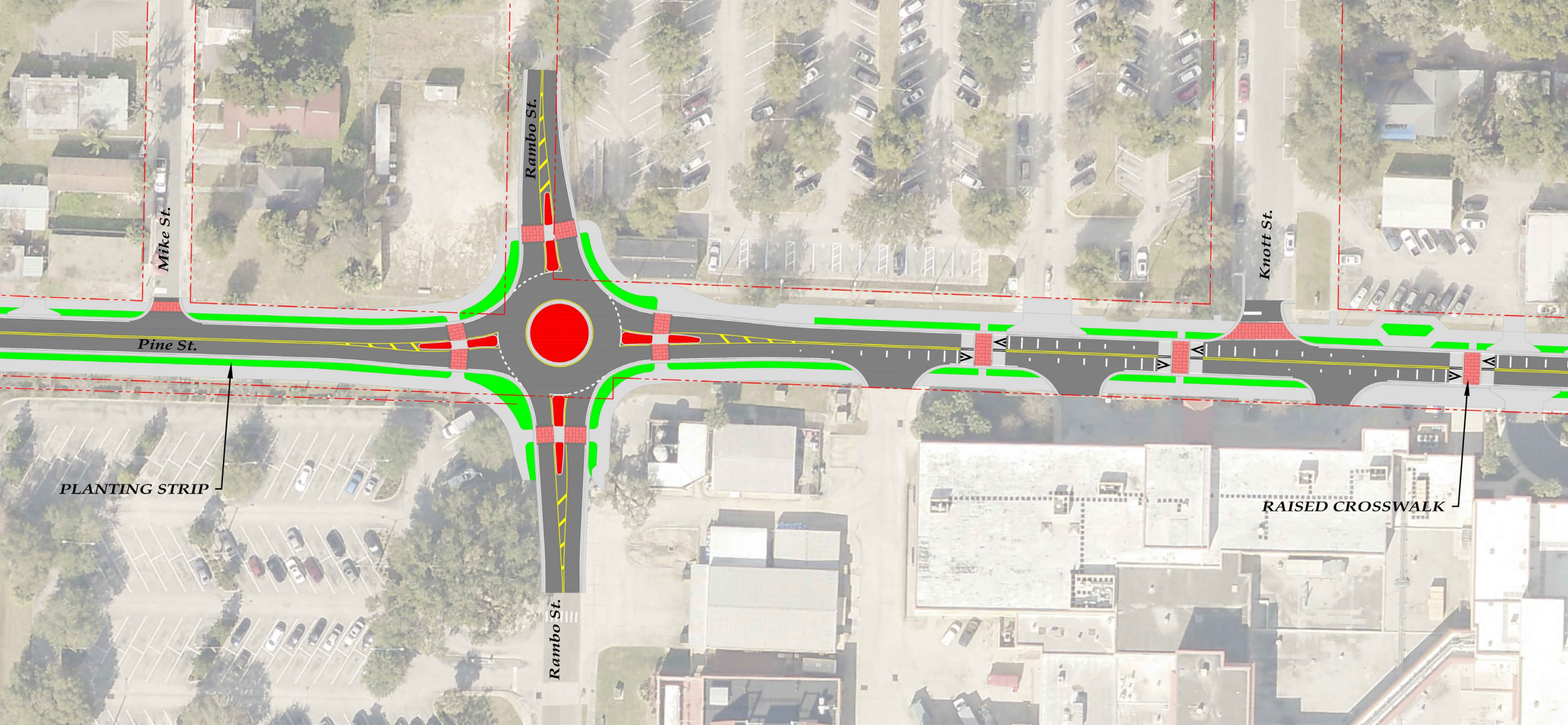


PINE STREET REDEVELOPMENT

CITY OF LEESBURG

cph

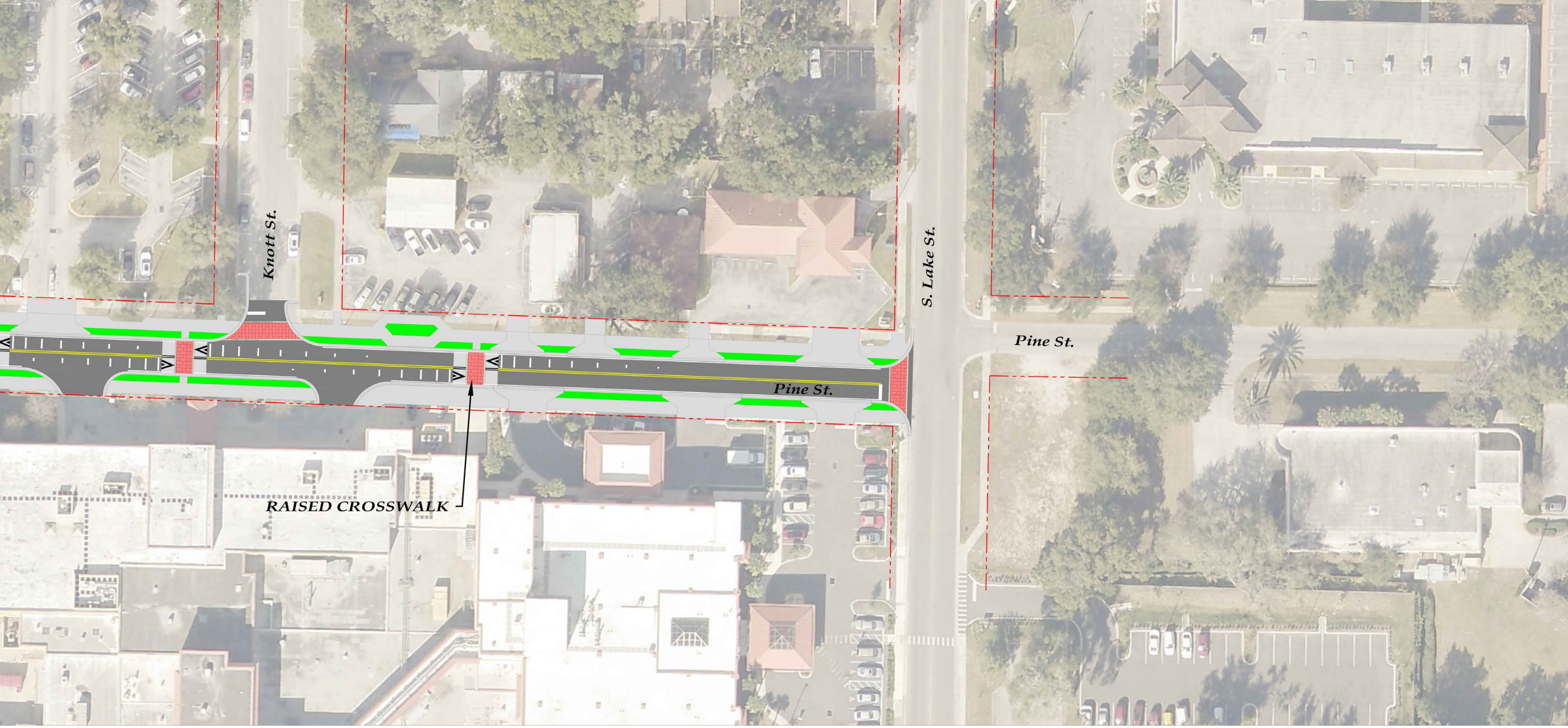


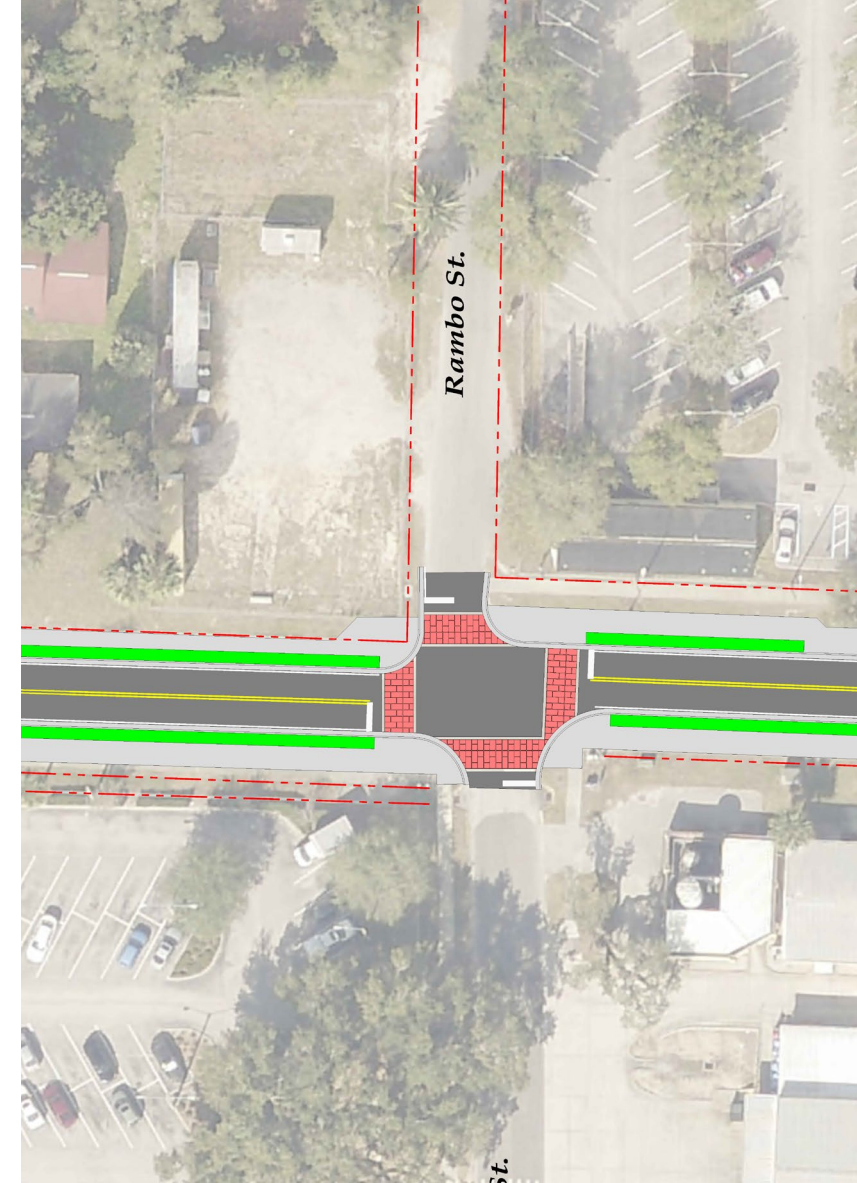
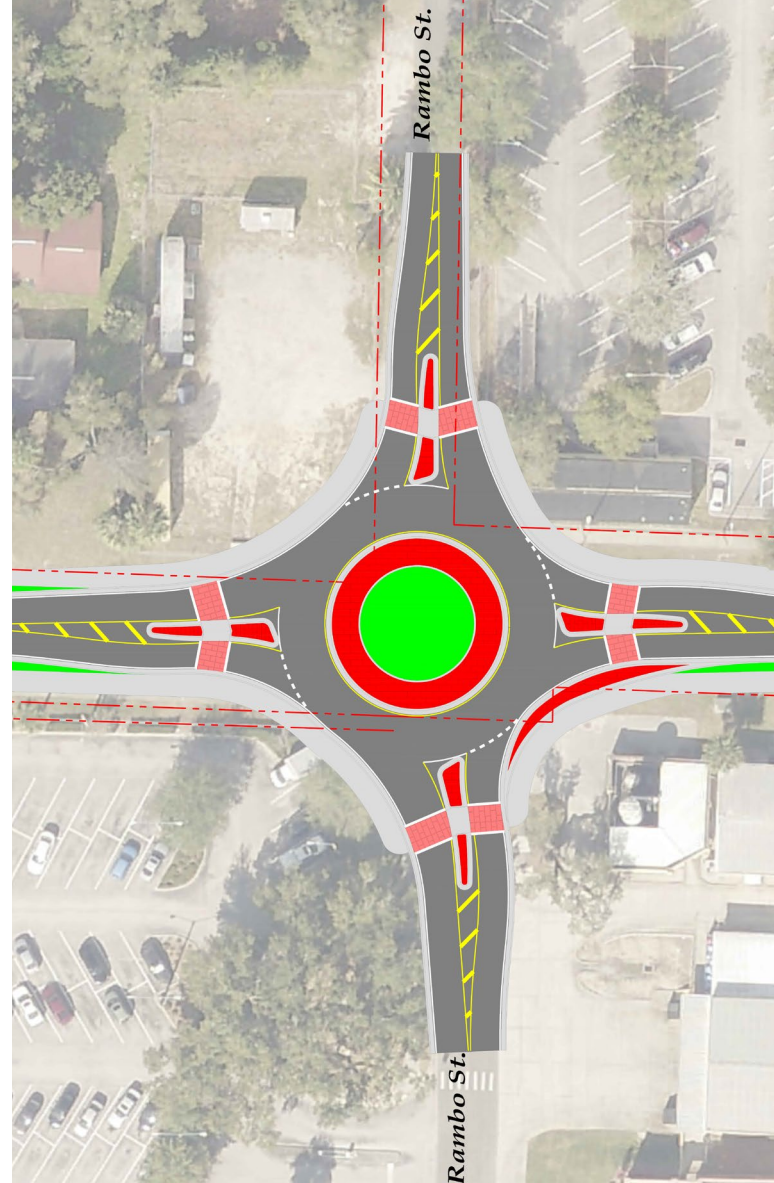
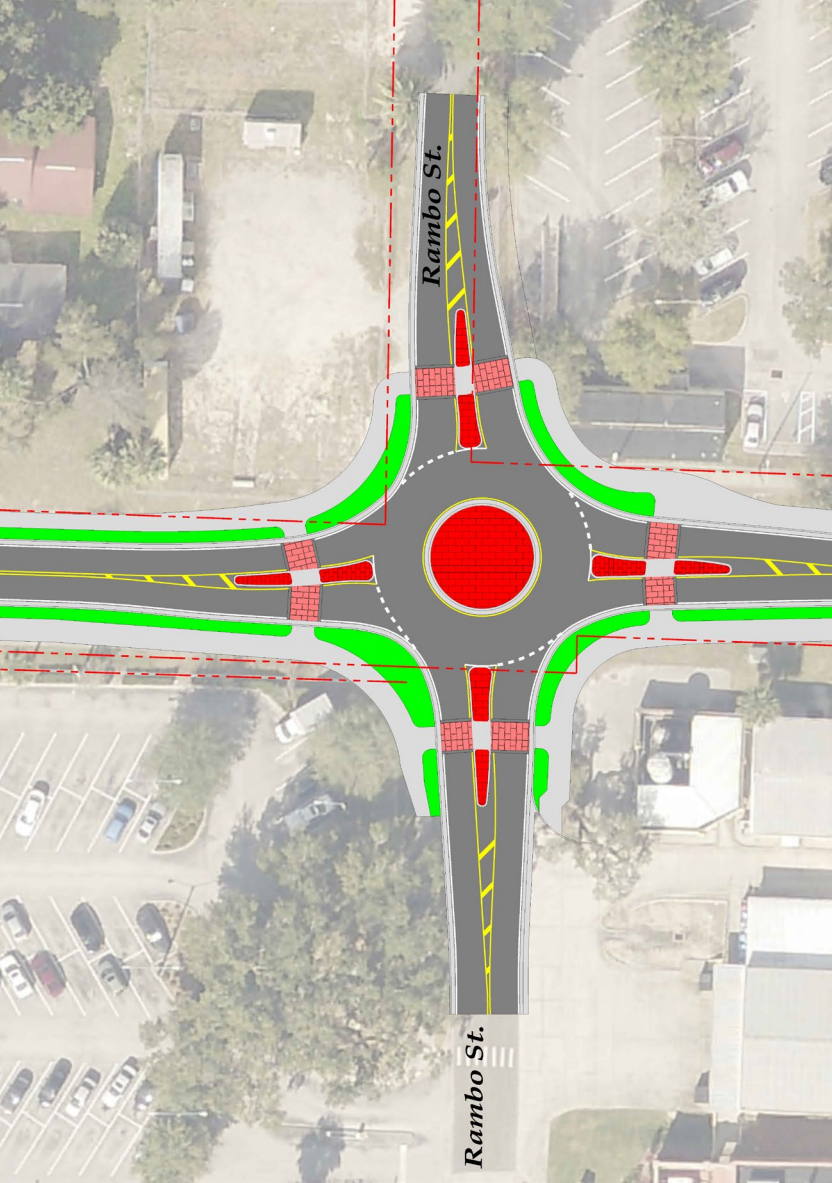


PLANTING STRIP

RAISED CROSSWALK







WHAT'S NEXT?

Task Item	Dates							
	2021				2022			
	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr
City Commission Approval of Design Concepts								
90% Design								
Permitting								
Final Design								





THANK YOU FOR YOUR TIME



+ *cph*

**AGENDA MINUTES
CITY COMMISSION MEETING
VENETIAN CENTER, 1 DOZIER COURT
MONDAY, SEPTEMBER 27, 2021 5:30 PM**

1. CALL TO ORDER

The City of Leesburg Commission held a regular meeting on Monday, September 27, 2021, at the Venetian Center. Mayor Christian called the meeting to order at 5:31 p.m. with the following members present:

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

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

INVOCATION

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

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

2. PROCLAMATIONS:

A. None

3. PRESENTATIONS:

A. None

4. PUBLIC COMMENTS:

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

Dr. Erika Jasper gave kudos to the City of Leesburg and Keep Lake Beautiful along with all the City staff and residents who came out this past Saturday to volunteer for the neighborhood cleanup. It was a very successful turnout and she just wanted to thank everyone involved. She pointed out that both Cliff Kelsey and Ken Thomas, along with their staff, did a tremendous job. She is looking forward to doing bigger and greater things in the future.

5. CONSENT AGENDA:

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Items pulled for discussion:

5.C.2 = Amendment 6 to the Cracker Barrel Old Country Store, Inc. Lease

5.C.3 = Utility Easement from Christian Worship Center of Central Florida, Inc.

5.C.7 = Contingent Gas Sales Contract with the City of Lakeland, Florida

Commissioner Robuck moved to adopt the Consent Agenda except for 5.C.2, 5.C.3, and 5.C.7, and Commissioner Pederson seconded the motion.

The roll call vote was:

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

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

A. CITY COMMISSION MEETING MINUTES:

- 1. Regular meeting held September 13, 2021**
- 2. Special meeting held September 16, 2021**

B. PURCHASING ITEMS:

- 1. Resolution of the City Commission of the City of Leesburg, Florida awarding an Invitation for Bid and approving execution of a fixed unit price agreement for liquid sodium hypochlorite (Chlorine) for use by the City's water and wastewater utilities with Odyssey Manufacturing, Inc.; and providing an effective date.**

ADOPTED RESOLUTION 10,915

2. **Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute Amendment Three to amend the contract unit prices on an existing Agreement with H&H Liquid Sludge, Inc. for bio-solids disposal services; and providing an effective date.**

ADOPTED RESOLUTION 10,916

C. RESOLUTIONS:

1. **Resolution of the City Commission of the City of Leesburg, Florida, appointing one Library Advisory Board member to a five-year term, said term ending September 30, 2026; and providing an effective date.**

ADOPTED RESOLUTION 10,917

4. **Resolution of the City Commission of the City of Leesburg, Florida, accepting a Utility Easement to the City of Leesburg from Leesburg Lake Harris, LLC., for the purpose of granting the City an easement over the property described therein; and providing an effective date.**

ADOPTED RESOLUTION 10,918

5. **Resolution of the City Commission of the City of Leesburg, Florida, accepting a Utility Easement to the City of Leesburg from T5 Leesburg, LLC., for the purpose of granting the City an easement over the property described therein; and providing an effective date.**

ADOPTED RESOLUTION 10,919

6. **Resolution of the City Commission of the City of Leesburg, Florida, accepting a Utility Easement to the City of Leesburg from VGP Leesburg 1, LLC., for the purpose of granting the City an easement over the property described therein; and providing an effective date.**

ADOPTED RESOLUTION 10,920

2. **Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute Amendment 6 to the Cracker Barrel Old Country Store, Inc. Lease; and providing an effective date.**

DENIED RESOLUTION 10,921

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

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

Mayor Christian requested comments from the Commission and the audience.

Commissioner Pederson commented that the escalators are at two percent and that seems a little low.

Every five years they are ten percent, so a two percent annual increase is well below the industry standards in today's real estate. Also, why would we be adding an additional fifteen years to this lease when we are already obligated for fifteen more years? It does not seem right to be stacking another fifteen years on top of that. **Commissioner Connell** remarked that his comments are along the same line, but he would like to hear the response to these questions first before adding anything else to that.

Airport Manager (AM) Dean responded that the existing lease expires in June of 2022 and the second allowable five-year renewal of the original existing lease will begin. If they choose to forgo this amendment, the second renewal would go up to fifty-eight thousand and some change, which would be that ten percent increase for that five-year term. There is an existing third renewal if they request that and it would run through 2032 and that would also go up another ten percent. **Commissioner Robuck** asked if they also wanted the city not to increase that one as well. **AM Dean** replied that they are only asking not to increase this second upcoming five-year renewal. Then they would go back to the ten percent incremental increases and add an additional three terms of five years. **Commissioner Robuck** agrees with Commissioner Pederson. He has a problem not increasing this lease. He would prefer to let it

play out as the lease was written. **Commissioner Connell** said he understands the restaurant industry has been bad the last year or so. Maybe some consideration could be given to amend the agreement, but to give them a full five years with no increase. No. This agreement could be revisited next year.

Commissioner Robuck inquired if the city had given them any relief during COVID already. **AM Dean** remarked that they had given them a deferral only. There was no abatement and they paid it back in a timely manner.

Mayor Christian wanted to know if they requested this or if we approached them. **CM**

Minner remarked that this is a tough predicament for the Commission to consider because it is dealing with a company playing hardball with the City over airport rent. He understands where the Commission is coming from when wanting the highest and best value for the property. If the City wants to demonstrate that to Cracker Barrel, then that statement needs to come from the City Commission. At the staff level, when we negotiate with Cracker Barrel, we do our best to get what we can from Cracker Barrel and the conservative approach is the one that was put before you. It basically defers the rent and we lose about five months. Even though it is not a significant amount of dollars, unless we look at what is considered the market rate. We also need to consider the idea that Cracker Barrel may walk away from the building. They may be willing to pay more, but that direction needs to come from the Commission because if they decide to walk, then the ultimate long term scenario is the impact of losing a major tenant and the impact that would have on the general fund.

We have to remember, once upon a time, the airport did not have large rents and they depended on the general fund subsidies to pay them back. Luckily, that situation has not occurred in a long time because we have been successful with the Cracker Barrel and Ruby Tuesday leases. In this case, if we decide to push them, they could push back and say they are out of here come June 2022. Then the airport and the city just went from fifty-four thousand dollars to zero dollars. We have an asset, but that is where our opinions will be put to the test. If we are right, great, that is more money for the airport and it stays. If we are wrong, then there will be an impact on the airport and the general fund. **Mayor Christian** asked if the city had looked at their financials. **CM Minner** answered that they were willing to share their financials if we signed a non-disclosure agreement (NDA). However, we could not sign an NDA because anything the city touches becomes public knowledge. **CA Morrison** agreed that sort of agreement is not binding under state law. **CM Minner** then said if they wanted to see their finances, we would not be able to do that, because we are a public entity. We have to be upfront to Cracker Barrel about that as well. We are at an impasse as to where this is going and as to what the commission wants to do. This is a reasonable deal on the table and he would not be ashamed to sign his name to the recommendation. He also understands if they want to pushback, but that needs to come from the commission. **Commissioner Robuck** pointed out that their fourth quarter of 2021 earnings are comparable to their 2019 earnings, so they have rebounded from COVID. He agrees with Commissioner Connell, maybe give them one year with no rent increase and then increase it to ten percent the following year. We are only getting that increase every five years, as it is now. **CM Minner** remarked that if they are going to play hardball they should not give them any wiggle room, they should just stick to the deal. **Commissioner Pederson** believes sticking to the deal is a good recommendation, but we still do not want to lose them as a tenant. **CM Minner** commented that they were asking for fifteen more years, so he calculated twenty five instead of thirty. They also have two five-year agreements left on their existing deal. On June 22, 2022, they are scheduled to start their second five-year term where their increase will go up to fifty-eight. Then there is another five-year deal where they will go up to sixty-two.

Commissioner Pederson remarked that they know they have a sweetheart deal and that is why they want to extend it for another three to five more times. He does not blame them for asking, but he agrees with Commissioner Robuck, we need to hold them to our current deal. **CM Minner** informed them that he received some pushback from the Airport Board on this coming to commission for approval. They do seem to agree with the majority of the Commission on holding them to the contract, but the reason this did not go before the Airport Board for recommendation is because of the push staff received from Cracker Barrel. Cracker Barrel wanted an answer by October 1st on this request. We felt that we had to

deal in good faith and that is why it is before this body. **Commissioner Pederson** stated when you drive by this establishment it is always full. We know they are doing well, so we really do not need to see their financials. We know they are doing well at this location. He stands behind his comments and that is why they want to go another fifteen years. **Commissioner Burry** said that we should hold them to the deal. **Commissioner Robuck** added, to be fair, he does not think they are calling our bluff with the financials because we are publically traded and they cannot disclose that information to us without disclosing it to everyone and that would be immaterial. **Commissioner Connell** remarked that everything said was his sentiments as well. He was not comfortable with giving them another five years without any price increase. If the rest of the Commission wanted to entertain giving them one year and then revisiting it, he would be fine with that, but he cannot bring himself to accept this as it is, without any additional rate increase.

The roll call vote was:

Commissioner Robuck	No
Commissioner Burry	No
Commissioner Pederson	No
Commissioner Connell	No
Mayor Christian	No

No yeas, five nays, the Commission Denied the resolution.

3. **Resolution of the City Commission of the City of Leesburg, Florida, accepting a Utility Easement to the City of Leesburg from Christian Worship Center of Central Florida, Inc. for the purpose of granting the City an easement over the property described therein; and providing an effective date.**

ADOPTED RESOLUTION 10,922

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

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

Mayor Christian stated that he pulled this because he needed to abstain from voting on this item as it is his church.

The roll call vote was:

Commissioner Burry	Yes
Commissioner Pederson	Yes
Commissioner Connell	Yes
Commissioner Robuck	Yes
Mayor Christian	Abstain

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

7. **Resolution of the City Commission of the City of Leesburg, Florida, authoring and directing the Mayor and City Clerk to execute a Contingent**

Gas Sales Contract between the City of Leesburg and the City of Lakeland, Florida, for the purpose of setting forth the terms under which Leesburg will sell Natural Gas to Lakeland, and granting the City Manager and City Attorney authority to make minor changes and additions to the contract which do not have a material effect on its terms; and providing an effective date.

ADOPTED RESOLUTION 10,923

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

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

Mayor Christian requested comments from the Commission and the audience.

Commissioner Connell asked the city manager to provide a quick overview of what we would be doing on this item. **CM Minner** stated this is an agreement that would allow the City of Leesburg to sell natural gas to the City of Lakeland. In exchange for that, we would partner with Florida Gas Utility (FGU) and we would receive a couple of therms, a couple of pennies a therm off the sale for being a wholesupplier. Meaning, that would grant the city somewhere between fifty and a hundred thousand dollars a year. Should the gas not be needed, we would either consume it ourselves for growth, other partners in the FGU would find use for it or we could totally divest ourselves of any issues that we have.

It really has no significant risk for us and it is actually a good deal for the city, plus we would be helping another community. **Commissioner Pederson** inquired if we have done this before as a city. **CM Minner** responded no. **Commissioner Pederson** thought it was a good business move for the city, but he did not know we were in the business of selling gas to other municipalities. **CM Minner** stated we were not, but this is a unique situation and he anticipates that we would never be in this position again. It is a sweetheart deal and generally, when these come around we question it, but this one, is a good one.

Commissioner Pederson asked if he expected them to work out a deal with the City of Clearwater. **CM Minner** answered most likely. **Commissioner Connell** wanted to know how long this agreement would be good for. **CM Minner** answered that it is a thirty-year purchase agreement that has blocks of five-year sales. **Commissioner Burry** pointed out that his only concern is locking us in this agreement may have some longterm effects on our ability to supply gas to our users here in Leesburg. **CM**

Minner believes that with the suppliers of our gas we would have different issues; like getting gas out in the field, supply and demand, transportation, things like that. A deal like this would not affect that.

Commissioner Pederson asked if we would have a pricing risk or if this was just the markup. **CM Minner** agreed. **Commissioner Robuck** commented that he spoke with the City Manager at length about this item along with Tom at FGU. When talking to Tom, we have this thirty-year agreement with FGU and a five-year agreement with Lakeland, and while Lakeland, in reality, could renew another five years, we do not know how many years beyond that they will renew. His thought is that if Lakeland does not renew at any of these five-year increments, the City of Leesburg could walk away and we would not be held to the thirty-year deal. Now, reviewing this agreement, it is way too complicated to understand, but is that accurate? **CA Morrison** agreed that was an accurate assumption. He had the same concerns when he first started reviewing the agreement. He also talked with Tom at FGU and he went back and reviewed the agreement again. He had a concern because Lakeland stated a reason for them entering into this deal rather than buying direct was that they may want to get out of it for environmental reasons and revert to clean power. However, there is no risk to Leesburg in this agreement. We could walk away from it and the gas would just go poof. **CM Minner** noted that he tried to avoid it a little bit, but he does

not see Lakeland Electric achieving their goal in the timeframe they want, so those five-year increments will require that there will still be a need for natural gas. **Commissioner Robuck** added for everyone's benefit that the FMPA, which is where they buy their power from, did an analysis of what would happen if the government were to say we are going net zero by 2035. With today's battery technology, that would require taking twenty percent of the State of Florida and converting it to solar farms and batteries because we do not actually generate a lot of good sun. We are moving that way, but with the idea of that happening tomorrow, it is not there. **CM Minner** said there was a report from FMPA, where they had a scenario of moving people to green energy by 2035-2040, where if you were one hundred percent green by 2040, your price would go up seventy-five percent. It was a big number like that, so what is seventy-five percent? The city buys power for around seventy-eight dollars a megawatt and our total power bill is about forty-million. If we were totally green by 2040, plus growth, looking at our power bill, it would go from forty-million to seventy-thousand in that short timeframe. Those expansion numbers to go green are a totally worthy goal. We definitely need to continue down this path, but to achieve that goal that quickly without a shock of rates is a tough task. That conversation has to deal with why we are in this deal with FGU and Lakeland.

The roll call vote was:

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

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

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

A. Public Hearing on the proposed millage and proposed budget for Fiscal Year 2021-22

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

Mayor Christian stated that the Budget Manager was present and would announce the name of the taxing authority.

Budget Manager (BM) McDaniel stated the name of the taxing authority; the City of Leesburg, Florida, the proposed millage rate of 4.0192 is 0.00% higher than the current year rolled back rate of 4.0192 and the millage rate to be levied of 4.0192 mills per \$1,000.

2. Discuss the proposed aggregate millage rate

BM McDaniel stated on July 12th the Commission approved the tentative millage rate of 4.0192 mills per \$1,000 or the rolled back rate. This is a decrease from the prior fiscal year. Whereas, the proposed

budget was developed using 4.0192 mills per \$1,000. Therefore, the tentative millage rate of 4.0192 mills per \$1,000 represents a 0.00% increase from the current year rolled back rate and is not a tax increase under TRIM guidelines.

3. Request comments from the public regarding the millage rate

Mayor Christian requested comments from the public regarding the adoption of the final millage rate. There were none.

4. Resolution of the City Commission of the City of Leesburg, Florida finally adopting 4.0192 mills as the Fiscal Year 2021-22 Millage Rate for the City of Leesburg, Florida, representing the current year proposed aggregate Millage Rate of 4.0192 mills which is 0.00% more than the current year rolled back rate; and providing an effective date.

ADOPTED RESOLUTION 10,924

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

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

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

The roll call vote was:

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

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

5. Request comments from the public regarding the Fiscal Year 2021-22 budget

Mayor Christian requested comments from the public regarding the Fiscal Year 2021-22 budget. There were none.

6. Resolution finally adopting the Fiscal Year 2021-22 budget

ADOPTED RESOLUTION 10,925

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

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

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

The roll call vote was:

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

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

7. Announce the adopted millage rate

BM McDaniel announced that the adopted millage rate represents the current year's proposed aggregate millage rate of 4.0192 mills per \$1,000.

B. SECOND READING OF ORDINANCES:

1. None

C. FIRST READING OF ORDINANCES:

1. None

D. NON-ROUTINE ITEMS:

1. **Purchase request by Public Works for the furnish and installation of a new sign with digital signage at the entrance to 'The Lakefront'.**

Mayor Christian stated that we have a purchase request by Public Works for the furnish and installation of a new sign with digital signage at the entrance to "The Lakefront".

CM Minner commented that this is basically a directional item. At the direction of the commission, he has been asked to complete this project. It has been designed and the cost is about one hundred and fifteen thousand dollars. One hundred and fifty thousand dollars has been budgeted for this, so we are well within budget. He wants to make sure the commission is happy with the sign and the location at the intersection along with the height of twenty feet. This is a very attractive sign; however, he wants to make sure that the commission is happy with the size of it. **Commissioner Connell** remarked that he thinks this is a great sign. **Commissioner Robuck** stated he is fine with it, but he did do some research on resolution pixel pitch. He read all sorts of conflicting information in terms of smaller pixels are not

always better on a bigger billboards. It suggested that we may not want eight millimeter resolutions because it would make it harder to read. We are right between eight and sixteen. He wanted to know if the sign company suggested the eight millimeters based on where it is, the size, and where people are going to be viewing it from. **CM Miner** replied yes.

Commissioner Robuck made a motion to approve the purchase request to furnish and install a new sign with digital signage at the entrance to "The Lakefront" and Commissioner Burry seconded the motion.

Mayor Christian requested comments from the Commission and the audience.

The roll call vote was:

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

Five yeas, no nays, the Commission approved the purchase request for digital signage at the entrance to "The Lakefront".

**2. Resolution of the City Commission of the City of Leesburg, Florida
Authorizing the City Manager to repair drainage issues in Arlington Ridge
for an amount of up to \$250,000; and providing an effective date.**

ADOPTED RESOLUTION 10,926

Commissioner Pederson 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 Christian requested comments from the Commission and the audience.

Commissioner Robuck stated that he understands the residents' problem, but from a legal standpoint, the city has no liability. The contractors' insurance was covered for a completed operation, which should cover this. They should be sued by the HOA. **CA Morrison** pointed out that he is right on the first part. The City has no liability for this. The second point is valid except for the fact that the contractor who actually built these homes has gone kaput. The builders that are out there now developing the remainder of the subdivision are not responsible for what the predecessors did on the lots already sold.

Commissioner Robuck questioned when he said kaput, did he mean they filed for bankruptcy? **CA Morrison** replied yes, their whole operation went under. **Commissioner Robuck** then asked whether or not their insurance coverage would have extended out past the build time. **CA Morrison** replied if they did have insurance the statute of limitations may have run out because that was quite a few years ago.

Commissioner Robuck wanted to know when the units in question were built. **CM Minner** replied that most of them were constructed between 2016 and 2018. **CA Morrison** pointed out that those would still fall within the statute of limitations. **Commissioner Robuck** said that they should not just go after the general contractor, they should go after the site work guys and anyone who literally touched that property so they could get paid. **CA Morrison** commented that he has not looked at that aspect of it, simply

because he was not representing the residents, so he did not need to. **Commissioner Robuck** stated that he understands how the residents are feeling, but the HOA needs to file a class action lawsuit. That is typical, and if they still cannot get relief, then maybe the city will come back. He feels bad for them, but this is not the city's responsibility. **Commissioner Connell** informed everyone that he was the one that asked for this to be put on the agenda. He has been working with the City Manager and Mr. Riddle for approximately six months on this. He does disagree with some of the interpretations, because even though the city is not solely responsible because we did not do the work, there is some responsibility to go around. The CDD is out there and there is a large berm at the back of these homes which separates the driving range from the rear yards of these homes. There is stormwater coming off that berm and there are no provisions that he can see to catch that stormwater, so that stormwater is being dumped right on to these private properties. The city approved the stormwater plans, which clearly calls for a swale to be run through these backyards to catch that stormwater and divert it away from the homes and that swale is not there. Also, from a building standpoint, we are supposed to provide positive drainage away from the foundation of homes and that is not there either, so there is blame to go around. The city did not put these improvements in, but ultimately, we do require plans and inspections to make sure things are done and they were approved. If we are not going to inspect these things to the standards to which these improvements are put to, then why do we even require plans and permits? It would be free for all if we did not enforce anything. From that standpoint, he does not think the city is fully responsible, but to fix this is the right thing to do. We approved these homes and these homes are still relatively new. These homeowners did not go out, create or regrade their yards to cause this problem. For two hundred and fifty thousand dollars, this is the right thing to do. We need to fix this problem. We are not talking about them being flooded by hurricanes, we are talking about a good heavy afternoon rain that will cause their whole lanai to fill with water. These people have to put sandbags around their glass sliders and, for them, being new residents, it is just pure craziness. He would understand if it was a thirty-year old house and the rear grade over time had been adjusted numerous times with different homeowners moving in and out, but in this case they have not done that. We approved these houses without them complying with the approved stormwater plans that we approved and we do not have positive drainage away from the homes. From these two standpoints alone, we should do the right thing and fix it. **Commissioner Pederson** wanted to clarify that the swale was in the plans and that it was not built by the contractor/developer and then we as a city also missed it. **Commissioner Connell** asked Mr. Riddle if he would step up to the podium. **Keith Riddle** of Riddle-Newman Engineering stated he is a consultant for the City of Leesburg. The physical address for the company is 115 North Canal Street in Leesburg. **Commissioner Connell** remarked that they have met out on this site several times. He asked Mr. Riddle, as he understands it, the city did not do this work, but would he say, based on the approved stormwater plans that were submitted to the city which were approved, does that swale exist? **Mr. Riddle** answered no, the swale does not exist. **Commissioner Connell** then questioned if the positive drainage away from the foundation of the homes exists. **Mr. Riddle** said no, that does not. **Commissioner Connell** stated that the point he is making is we did not put these in, but we did approve this project without these improvements being put in. Again, we are not talking about homes that are twenty to thirty years old that have been through numerous homeowners and numerous different grade changes and landscapes. The right thing to do is for the city to step in and fix it. We do not need to get into another frivolous lawsuit for over two hundred and fifty thousand dollars. We just need to fix this problem. We should not be asking our homeowners to live with sandbags against their back sliding glass doors, especially in homes that are relatively new. **Commissioner Pederson** mentioned that when he spoke with the City Manager about this, he asked if we could spread the wealth around to other parties instead of it all falling on us. He believes he tried to look at other options there, but the swale concerns him if the swale was not built according to the designs. What would have happened if we had a hurricane or a massive storm? These homes could have been flooded. He wondered if the city would have any liability there. **Commissioner Robuck** pointed out that the City has no liability for this. We can argue about whether it is the right thing to do or not and that is a valid concern, but it is important to understand

that we cannot be sued over this because we have no liability over this. That does not mean we should not pay for it, but that is a completely different question. **Commissioner Pederson** asked if the berm and the swale were not a concern. **CM Minner** answered there were a lot of factors that went into this for it to be in the condition that it is in and that is why his recommendation is that the city fix this problem.

We have looked at different ways to try and get the expense as minimal as possible. We also retained Mr. Riddle to come up with different solutions which he provided. The open-ended request is the right thing, which is that the City fix this. The high-end cost of this is about two hundred and fifty thousand dollars. He hopes they approve this and give him the authority to fix the drainage issues with authority to spend up to two hundred and fifty thousand dollars. There are a few different avenues that will still go down, pending approval on the expenditure. They would have a few more things to wrap up with the existing contractor to determine which direction to go, but we are at the stage where we are ready to fix it. We have some internal staff items we are working on to prevent this from happening again in the future. Again, the recommendation is that the city needs to do the right thing and fix the problem.

Commissioner Pederson questioned if these properties were in a floodzone. **CM Minner** replied no.

Commissioner Burry stated that the insurance by the original contractor was brought up, but there was no clean cut decision on whether we could pursue that. **CA Morrison** answered that the city could not because we do not have standing to sue the contractors' insurance company. We are not the damaged party. The HOA theoretically could and certainly the affected homeowners could. **Mayor Christian**

wanted to know if anyone from the HOA or the homeowners have tried to do that or if anyone from the city staff checked with the residents out there. **CM Minner** replied yes. **Commissioner Robuck** commented that they have not filed a lawsuit or if they did file a lawsuit no one would give up that information. It is like saying "Hey, you may have screwed this up and we don't want to sue the insurance company, but can you pretty please give this to me." It does not work that way, you have to file a lawsuit to make them produce and find out. He is fine with that, if they file a lawsuit and find out that there is no insurance left, then he agrees it is the right thing to do. We should fix it. It is frustrating that we are going to skip a step and jump ahead in the process. There are people who need to be made to pay. They have a legal liability to pay because they did not follow their plans. Yes, maybe the company does not exist, but they may have a five-year insurance coverage plan on the original insurance policy, but we will not know that unless a suit is filed. **Commissioner Connell** mentioned that he thinks asking the homeowners to wait for, who knows how long years, to settle a lawsuit over this amount of money is not right. We should step in and take care of the problem. We approved it this way. We did not do it, but we did approve it. It is against the approved plans and he believes we have some responsibility to do the right thing here. **Commissioner Robuck** asked if we could enter into an agreement with the HOA if the city fixed it and they are required to pursue the lawsuit. **CA Morrison** responded that he had drafted an agreement holding the city harmless and they would have to sign that before this work is done, and we could add that to it. **Commissioner Robuck** said then we could go ahead and fix it, but then they would be required to file the lawsuit and go after the contractors. Maybe that could be a more responsible compromise. **Commissioner Connell** wanted to know what would happen if the HOA did not agree to those terms. **CA Morrison** answered then work would not get done. That was his original opinion to the City Manager when he brought this up the first time. If they are not willing to sign the agreement, then the city does not do the work. **Commissioner Connell** remarked that he does not think that is right because he does not think the HOA is going to agree to that. There are two different entities out there. You have the HOA and then you have what they refer to as the CDD, which is where some of the water is coming off their berm. We would be talking about this getting bogged down in a long lawsuit and who knows if we will win or not. It is going to cost us money to do this and these homeowners are just going to have to live day to day worrying about heavy rain, a tropical storm or a hurricane coming through. It is pure silliness with the way we have helped other communities around town. We just need to move forward, approve this, and get it fixed. We did not make sure that the proper provisions were put in as part of the final grade to accommodate the stormwater. Now these residents have to contend with it on a daily basis. This is the right thing for the city to do. **Commissioner Pederson** inquired if we were to fix

it is there a way the HOA could sign their rights over to the city so that we may go after the insurance company. That way, we can do the work now and pursue suing them later rather than asking them to do it. **CA Morrison** stated that was a possibility. We would have to get copies of the contract documents along with the insurance documents to determine who has the ability to execute that assignment. He was not sure if that was the HOA because it may be the individual homeowners. **Commissioner Pederson** said he was trying to find common ground between the two commissioners because this is a tough one and he does see both sides.

Mayor Christian wonders if this would be setting a precedence for other neighborhoods down the road.

Whose to say their contractor did not follow the rules that the engineer set forth, so ten years later they are flooded, so now they will come in here asking the city to fix the drainage. Are we setting a precedence for other neighborhoods and do we have the proper staff required? He believes that if you are an engineer, you are a professional and if you are a developer, you are a professional, so if you are not following the guidelines that are set forth, then you should not be coming back and pointing fingers at the city saying you did not come out and check me to make sure that I am doing the job that I am supposed to be doing. He feels for the homeowners and he is in agreement with both Commissioners that it is the right thing to do, but he does not want to set a precedence for other subdivisions to come. We have had other neighborhoods flood for twenty or thirty years. It took a federal grant to get those fixed and those neighborhoods had multiple houses. It is not that it elevates the city's responsibility of taking care of the city residents, but if there is a way that the city can recoup funding, whether it is through the HOA signing over documents or the property owners signing documents, all those things should be exhausted first if the city is going to fix it. We should explore every avenue possible to recoup taxpayers' dollars from an issue that we did not cause. Now, do we wait two more weeks for the attorney to get the legal documents needed for the homeowners and the HOA. Then if they do not sign the documents to fix the problem that would be a problem for the HOA and they should have a meeting with their residents to say they are not going to partner with the city because it is two hundred and fifty thousand dollars. If there is a way for the city to recoup the dollars, we need to review those avenues. He is not opposed to asking the city attorney to see if it is possible to do so, as opposed to making a decision tonight without having all the information needed to make a proper decision. **Commissioner Connell** said he was not making light of two hundred and fifty thousand dollars. It is a lot of money. We are not talking about subdivisions that are twenty to thirty years old. These have not gone through different homeowners, they have not changed grades or built flower beds or berms. These are all relatively new houses where none of the grades have been changed. The swale did not get put in to accommodate the stormwater as the approved stormwater plan called for. We do not have positive drainage away from the houses that is required by inspections. We did not do the work, but we did approve. Homeowners rely on the city when they purchase a new home. They assume everything is safe, including the stormwater drainage, and we did not give that to them. We are not talking about just one unit, there are thirty-one units involved here. He is not pointing blame at anybody, everybody makes mistakes, he fully understands that, it is a human factor. The right thing to do is for the city to say okay, we did not do the work, but we did not make sure that these developers/builders followed the plans and we went ahead and finalized these projects anyway. Now, these homeowners are stuck with this burden every time it rains. The right thing to do would be to step in and fix it. We should not keep kicking the can down the road by telling them we have to look into lawsuits. That could take months or years before we come up with a solution. We are not talking about apples and oranges. We are not talking about a subdivision that has been around fifty years where all of a sudden there are some stormwater issues. There is plenty of documentation to show we missed some things on the inspection course. We need to step in and fix these. **Commissioner Pederson** asked, based on those comments, do you think the city has liability? **CA Morrison** replied that he has said it a hundred times, if not a thousand, anybody could sue anybody for anything if you have a napkin, a crayon, and filing fee. The city could be sued, but he does not know enough about the facts to say for sure if the city is not liable for something. They use comparative faults in these types of suits and the bulk of that is done by the percentage of who is most responsible and who is least

responsible and the bulk of the responsibility would be placed on the developer and the contractor. The city may not be held liable at all because there is a body of case law suggesting that the city's inspection duties are for the protection of the public at large. It is not for individual members of the public. He believes it would be a tough road ahead if they tried to hold the city liable for this. **Commissioner Pederson** wanted to verify that the developer and the contractor were gone and that the contractor was bankrupt? Also, do we know where the developer went? Has he turned everything over to the HOA or is he still involved? **CA Morrison** answered that the developer is gone and the company has been dissolved. They went out in the great recession, as they call it, and this development has been through a succession of different hands. In fact, different developers have purchased different sections of it, so it is not even under unified development control. Pending the responsibility for this, that would depend on who built these back in 2016 and 2017, which is one of the things he would have to look at on the insurance. The basic original developer that envisioned all this has been long gone. **Commissioner Robuck** stated that he would want to know, because we are not talking about waiting a year to do this. If we were to do this immediately, would the HOA be interested in going after them? He wondered if there was anyone in the audience from the HOA and if they were willing to speak as to why they have not or are not interested in pursuing a lawsuit or if they were not willing to help the city go after the developers. **CM Minner** said he could not speak for the HOA, but through his outreach with the HOA, they were difficult to deal with and they pinned the liability on the city. There is an email or two that went back and forth in that regard. At the end of the day, this is just a sticky wicket and the bottom line is we have suffering residents out there and if the problem does not get fixed, it will get worse. The right and fastest remedy is to fix the situation. **Commissioner Robuck** commented that if we can offer to fix this situation like you just said contingent on them either suing the developer or signing those rights to us. We will get a response because they will only have two choices. They can either sue the city and, as we just heard from the city attorney, that is going to be a long and difficult road or they can get it fixed immediately and let the city sue them. Either way, they are going to have to sue someone, but one way, they get it fixed right away and we pay for it. If they are going to refuse that, then that is just completely unreasonable or there is more to this situation than we are being told. **Mayor Christian** asked Commissioner Connell if he was familiar with their HOA. **Commissioner Connell** answered that he has had conversations with them and their contingency is that they do not have any responsibility for this because they did not develop the lots. The stormwater drainage from the area is from where the swale on the site plan should be and it was the builders' responsibility to put them in and they did not. They only developed the common areas and the drainage away from the homes is obviously not on them either, because they did not build the houses. From their standpoint, they do not have any contributing factors to this because the swale was part of the site developer who worked for the building contractor and the drainage away from the homes was also part of the building contractors' responsibility. According to them, they do not have a dog in the fight. They do not have any responsibility here because they are not contributing to the property and they do not develop individual lots. **CA Morrison** remarked that there are other factors to consider in determining liability because under the St. John rules that an entity has to be established to maintain the perpetuity of the stormwater facilities in a subdivision and typically the restrictive covenants are assigned to the HOA. He has not looked at this particular one, but somebody somewhere has that responsibility and that maybe where their remedy lies. They may need to go to the entity that is charged with maintaining the stormwater system. **Mr. Riddle** replied that the drainage we are talking about is actually on private property. It is located on individual lots, so the HOA does have responsibility for the stormwater ponds, the common areas, and the infrastructure that brings the stormwater to the ponds, but the individual lots are to be graded in a "type a" graded lot, which means all the lots are to be drained via pipe soils, gutters or whatever it takes, but in this case that was not done. The water that lands in these backyards cannot get to the front where it was supposed to go. He is of the opinion that the HOA does not have any responsibility for that part of the drainage. **Commissioner Pederson** commented that the first time he spoke with the City Manager about this his reaction was maybe we would do half of it. We could throw something in there, but there really is no other party.

Now, Commissioner Robuck has his attention. He thinks if we do settle this that there should be an agreement that they will file suit or assign that lawsuit to us. Let us pursue the insurance company. That way, we can get the work done now and protect their homes from more flooding. At least we would have some right to try and recoup some of our money back from the insurance company. We may decide to abandon that idea, but at least we would have that right to look into it. **Mayor Christian** wanted to clarify what Mr. Riddle said was that the property owners can sign something saying it was not done properly and that there is no swale in their backyard. Also, if the HOA refuses to do what we asked them to do, can the individual property owners assign us the ability to go after the insurance company? **CA Morrison** replied that he would need to examine the contract documents and the insurance policy to see what they said. His preference would be to get an assignment from both the property owners and the HOA to make sure there is nothing out there that could point to the insurance company. Meaning, if you are in a lawsuit, you want to make sure you get your assignment from the right person, so you need to get it from all parties and that is what he would prefer. **Commissioner Robuck** responded that in that case we would be responsible and we would bare all the legal fees for going after them and it would not cost the HOA anything. **Commissioner Connell** said that the amount of money we would spend going after a bankrupt contractor that probably does not have the money anyway seems like wasteful spending. They are not in business for a reason and chances are they probably do not have anything to sue. **Commissioner Robuck** pointed out that the builder was here in 2016 and 2017 before they filed for bankruptcy. He knows it was mentioned about the great recession but that was not in 2016 or 2017, plus we would be looking at their insurance company as well. **Commissioner Connell** said we are talking about thirty-one units built over the last fifteen years. **CM Minner** added that these have gone through two different developers. It started out with one and then it ended up with another. Now they are on their third developer and that is part of the reason why we are having issues with the plans and why this has occurred. Long story short, this is an unsavory situation and just to respect all the negative aspects of spending the funds, at the end of the day, this is another one of those situations where we just need to do the right thing and get it done, put it to bed and move forward. It is an anomaly and there are other things in place on future PUDs that would be similar to Arlington Ridge, where this situation will not happen again. **Mayor Christian** asked if there were any residents that would like to speak or address what was said.

MaryAnn Tortora, White Plains Way, stated she resides at this residence from December 22nd through September 27th annually. She has sandbags all over her lanai because it is being flooded and she is worried about it. She went to a contractor and she had a French drain put in at her own expense. She paid one thousand four hundred and ten dollars for it. Then he said she needed a gutter, so she went to another contractor and she paid for that as well. She now has that gutter which is attached to the French drain just so she will not be flooded out. She does not think it was fair because the house is so new. She could not find anyone who would do anything about it. Now, because of the rain and the foundation, she has a cracked window and they are trying to tell her it is because of a bird. It is the house settling because of all the rain. She also has a cracked ceiling and they have not fixed that and now they are telling her they cannot do anything with it until the term is up on the warranty. That is all she has to say and most of the people here are in the same boat. We get all the water coming down the hill from that berm and the driving range. We get flooded and we do not know what to do about it.

Gayle Tyson, White Plains Way, commented that she has lived and worked in Leesburg for thirty-four years. This is her fourth residence and this is the first time she has ever had an issue like this. These houses are duplexes and she closed last August, so her house is less than two years old. The flooding in her backyard is up to her calves and it is just ten feet from her house. This happens on a regular stormy night and we are not even talking about hurricanes. She looks at her neighbors and her neighbors are actually worse off because she has a higher elevation. Its actually going into their houses. These houses are not old and they have not changed the landscaping. She does not care who fixes it, but something

needs to be done.

Robert Lange, White Plains Way, remarked that he was a neighbor to Gayle Tyson. On the 29th of March he had a knee operation and on the 30th of March he had water coming through his patio door and into the front door. His neighbors were very good to him because they came over and used their dryvacs to get the water out of his house. He has called people at the permit department and they suck, suck.

Mayor Christian stated that with all due respect, this is not the place for this type of language. **Mr. Lange** continued to say that he called and someone came out to evaluate his home and someone from the permit department signed off on it and he does not even have any insulation along the whole roof line above his house. He called another party to come in to take care of their house and they said there is supposed to be a one percent drainage from their house area backwards, but Leesburg requires two percent. He thinks they have about a ten percent increase and his neighbors will tell you that. Does he enjoy water? He did not buy a pool. He bought a bird cage and they finally got it put in, but they still have water. Thank you, because this permit department is not what he would call a permit department.

Linda Lambert, White Plains Way, said she had some pictures and she would pass them around because they show what her house looks like. In the backyard you can see the berm that is on the golf course property, but they are not responsible. She provided a picture of what her home looked like in March when it had three inches of rain. They have talked about water being up to their calves. She had a pair of shoes that she left on her lanai. They ended up in her backyard. They just floated over there. She provided a picture of what the air conditioner looks like. They had the air conditioner raised once by four inches and it cost them five hundred dollars. She does not think that their request to the City of Leesburg for our grading the lots is abnormal. It is your responsibility, because if that swale was put in, we would not have the problems we are having and they are huge problems.

Peggy Rombach, White Plains Way, mentioned that she apparently has the steepest hill behind her. She put her handyman to work putting in rubber edging. She also put in stones to keep the water off her patio, but besides the patio, there is water coming right between the two houses. It is like a four-arm length regular swimming pool between the two houses. It would come up over the rubber and the stone that was installed, so she had to roll up a rug and put it against the sliding glass door on the outside. On the inside of the house, she put beach towels against the sliding door to help keep the water out. The water just keeps coming down and now we have little holes. She just paid another one hundred and twenty-five dollars to have sod put down behind the rubber edging, hoping that it would help absorb some of the water and keep it from coming into the house. If Leesburg was supposed to inspect all of the construction buildings, they should have inspected Arlington Ridge and said something to them so the builder would have had the time to fix it. That is usually what happens. Somebody was very neglectful and we paid the piedpiper. If we had the builder, we would probably sue the builder, but who is to say, we could probably still sue with a class action.

Marcella Mills, White Plains Way, said she lives right next to Bob Lange and Linda and Roger Lambert. Everyone refers to her as the young girl on that block, but she is almost sixty-nine. It is a frightening situation when someone's house gets flooded. All the neighbors ran over there, we lifted up the couch and rolled up the rug. It was dark outside, so it was all very scary. She loves sitting on her lanai, but what does she have to look at? Sandbags. This is the United States of America. We should not have to look at sandbags year round. Everyone keeps referring to 2016 and 2017, but she has only lived here two years. Some people have only been here nine months, so we are relatively new and these are relatively brand new houses. For the last six months, she has been looking at a hole in her neighbor's yard. Do you know what happens to a hole when a whole lot of rain comes? She gets to look at mud, just mud, and she is sick of it. She keeps sending pictures to the HOA and nothing seems to happen. She does not know what else to do. She does not have the money to just give up and move elsewhere, she is stuck and it is

not fair. She asked the city to help.

Lynn Collins, White Plains Way, stated she purchased her villa in Arlington Ridge because she is planning to retire in the next few years and wanted to downsize. This seemed to be a perfect fit for her because she would be four miles from her son. She trusted all the processes that are legally put into place to protect any citizen buying a new home. No one lived in this villa before her and she just closed on it May 21st of last year. Every time it rains, she has stormwater standing on her lanai and she frequently has stormwater in her sideyard. When this happens, the sidewalk leading to her front door is under water. The stormwater accumulates in the groundbox by the backflow in her frontyard and it takes several days for the stormwater in the backyard and the sideyard to dry all the way in. Stormwater has also been on the inside track of her sliding glass doors, almost flooding the inside of her home. She had to put sandbags on her lanai and leave them there since that first happened. No one should have to live in fear of their home flooding. Nor should they have to walk around in a soggy yard. When it rains she has to walk under water on her sidewalk to enter her home and that is not right. She should be able to enjoy her lanai and she should be able to look out her sliding glass doors without having to look at sandbags. She should be able to trust that the required permits and the approval of inspections were met and that she had nothing to worry about. If this was not correct, then she really needs someone to explain to her why permits and inspections are required. The burden of correcting the stormwater drainage issue should not fall on the homeowners of White Plains Way in Arlington Ridge. She respectfully requested that the City of Leesburg please do the right thing and correct the stormwater drainage issue.

James Ghent stated he is not a resident of Arlington Ridge, but resides in the Legacy. He has been listening to the comments and the problems of the residents that they are having over in Arlington and it just grieves him. We are supposed to be a community, we are supposed to look out for one another, so if the city has a plan in place already for the drainage, let's do it. Let's do it for these residents because he would want somebody to do the same thing for him. If it were him, he would want to live in a better place where he was not subjected to all the flooding. He also understands where the commission is coming from, but let's do the right thing and be neighbors. Let's be your brother's keeper. If we have the money, let's do it. He sees no problem with that. If we find the money and the resources, this city is a sovereign city, but we have to look at how we spend the money. God is looking at us, so let's help our neighbors. He is really saddened by what is going on. He hears these people coming up here story after story. He understands the city needs to recoup what they put out, but at the same time, we pay taxes, so let's find a better way to do some line item budgeting and find a way to rectify this problem. Please move forward, help these people and if the city needs to move in another direction to get some compensation, then you can do that, but the most important thing is to help these residents who are suffering.

James Neiford stated he was here to help support his mother. She lives on White Plains Way. As you can see, most of the people that reside there are elderly. They are the ones dealing with the stormwater issues and they should not be dealing with them. He has heard the attorney and some of the other commissioners say they do not feel like they have any liability, but trust me you do. If your planning department signed off on this, you are liable. He asked them to do the right thing and take care of these folks so they do not have to worry about this on a daily basis.

Commissioner Robuck stated that he went online and reviewed the property appraisers' website and there were six villas on the western side of this which were built in 2009, but the rest of them were built between 2017 and 2020. That alone leads him to believe that there is someone we can go after. He suggested that we should fix it now, but they assign the city their rights to it so we can go after whoever, and it would be of no cost to them, but that would give us the ability to at least find out.

Mayor Christian wanted to make sure that Commissioner Robuck was okay with the city barring the

responsibility for the legal fees on this. Commissioner **Robuck** said yes. **Mayor Christian** then inquired if we were going to make an amendment to the resolution. **Commissioner Robuck** remarked he was going to allow for further discussion before he offered an amendment. **Commissioner Connell** stated he would like to vote on this item without an amendment. **Commissioner Pederson** said he would like to follow Commissioner Robuck because they could sign the lawsuit over to the city. We could always dismiss it, but at least it gives us the opportunity to look into it and we are not just writing a check for two hundred and fifty thousand dollars. As a city, we have a responsibility to at least review our legal rights. He was tempted to table this, but he would support this as long as they assign us the rights to go after them. We can always make the business decision later on what to do, but we need to at least have that right and the right to evaluate it down the road. We have to have the opportunity to look at the possibility of recouping some of this money. He sympathizes with all these people. There was one gentleman that almost lost his vote, but he came back around because of all the nice ladies.

Commissioner Connell questioned how long the residents would have to wait before we actually do the work. Is it once they signed it over or do they have to wait until we can sue them? **Commissioner Pederson** wanted to clarify that what he meant was that once this was approved and they signed their rights over to sue, we could begin the work. **CM Minner** stated that for the sake of quorum, the debate and vote. Lets see where this vote goes and before we move on to the next topic on the agenda based on where that vote goes, we can make some more suggestions and come back with another motion. **CA Morrison** said that it is imperative that all these owners sign a document in favor of the city because the work to be done will involve the city entering onto each of their parcels. He cannot recommend that the city do that without a signed document from each homeowner. If they are not willing to sign, then it does not get done. **CM Minner** stated that we have not discussed the process yet and that is part of it. The city attorney has drafted a hold harmless agreement that the residents would be required to sign before they can begin to work. Pending a positive outcome here tonight, step two is that everyone sign a hold harmless disclosure and step three would be that we start the work. **Commissioner Burry** asked about that contract. Could we add to that the city's ability to go after whoever the responsible party is? **CM Minner** suggested that, based on what Commissioner Connell is asking for, we should vote on the motion as it stands. Then, depending on that vote's outcome, if it is negative, there will be a few suggestions on how to move forward with potentially another way to consider this item. **Commissioner Robuck** questioned if this item was voted down, are we allowed to bring it right back up again? **CM Minner** said yes because we are still on the same matter and since Commissioner Connell wants to vote on this item as it stands depending on that outcome, we can come back and modify the direction.

Commissioner Connell wanted to know if they could take two votes on this item; one to do the work and then the second vote would be for pursuing the legal actions and going after the contractors. That way, we have already approved the work and we can get it underway. Plus, if we do not get that approval, the work still gets done. **CM Minner** pointed out that he believes the amendment Commissioner Robuck wants to put on the table would be to approve this with the authority for the city manager to spend up to two hundred and fifty thousand dollars. The city manager would be authorized to spend that once the HOA signed off on the transfer to the city. He then asked the city attorney, if this was the way it went, if he would be okay with that motion and if he would draft the legal work authorizing him to sign and if that would speed up the process so that this matter does not have to come back before the commission. **CA Morrison** responded that it would be fine. He already has this document and he can add the assignment of rights. **CM Minner** said he has the inclination that the motion will be to approve the city manager up to two hundred and fifty thousand dollars pending the HOA and the homeowners signing over the legal rights to the city. **Commissioner Connell** stated he has concerns that the HOA may not sign their rights over. **CM Minner** then asked if that is why he called for the vote and, if so, then we should vote on it. See what the outcome of that is. If it is negative, then we can make some suggestions, come back and put a modified motion on the table, which would be the second best thing. **Commissioner Connell** wanted to know why we could not have two motions? **CA Morrison** said once a motion is approved we cannot go back and unapprove it. **Commissioner Robuck**

stated they are not just going to sign their rights over if we do the work. They could keep their rights and then could go sue and keep the money for themselves. **Mayor Christian** asked Commissioner Connell if he was concerned that the HOA would sign the agreement. **Commissioner Connell** responded that he had no idea what they would do, but through his discussions with them they had not been positive. He does not know what their stance is going to be, but his guess is they will lawyer up before signing that document to find out if they will be implemented in any type of legal responsibility. Also, how long will this drag on and will they still have this stormwater issue? We have just passed the major hurricane season, but how long do we have to drag this out waiting to see if we can possibly sue some contractors that may not even exist? **Mayor Christian** asked the city attorney, if the city submitted this to the HOA for signing, they would have no legal responsibility other than the City of Leesburg pursuing action for retribution and there would be no liability to the HOA, correct? For clarity, we are asking the HOA to sign their rights over to the city so we can go after the contractor, insurance company or the builders to see if we can recoup some of our two hundred and fifty thousand dollars. If not, then we just paid two hundred and fifty thousand dollars to fix it and we get to pay all the legal costs. **CA Morrison** replied that is essentially correct. He does not know any reasons why the HOA would not sign, it is not like they would be losing anything by doing that. They are not obligating themselves to anything and they are not accepting any responsibility. The only reason they would not sign it would just to be cantankerous.

Commissioner Robuck pointed out that all the people who are being impacted should show up at the HOA meeting just as they did tonight. They need to push them to sign that so we can get this work done that would be helpful. **Mayor Christian** said that he cannot predict the HOA when it comes to their timeframes, but he wondered how long it would take for them to review our document if they had to get a lawyer to review it? **CA Morrison** replied that it should not take any longer than two weeks because, if he remembers correctly, it is only a one-page document, two pages at most. This is not a one hundred page document that needs to be signed. It is a very simple release. **Commissioner Robuck** mentioned that he is sure this is being run by a professional HOA management company, so this would not be the first assignment they have ever seen. **CM Minner** shares Commissioner Connell's concerns with the HOA. There is a motion on the table and he recommends voting on that. If it fails, we will come right back with another motion that approves up to two hundred and fifty thousand dollars contingent upon the HOA. Those would be the two steps, but we have a motion on the table. **Commissioner Pederson** questioned what the current motion was? **CM Minner** responded that the motion is to approve as is.

Jane DeLaughter, White Plains Way, said she lives in a villa, not a duplex. All the people here have serious problems, but she has lived in her home for ten years. She has the same problems and she would like to make sure her villa, which is in a building that includes six other villas, is included in this. **CM Minner** informed her to reach out to him after the meeting and she could point out her location to him on a map.

The roll call vote was:

Commissioner Pederson	No
Commissioner Connell	Yes
Commissioner Robuck	No
Commissioner Burry	No
Mayor Christian	No

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

Commissioner Robuck made a motion to amend the resolution and authorize the city manager to spend up to two hundred and fifty thousand dollars to make the improvements. Contingent on the HOA and the individual homeowners signing a hold harmless waiver and their rights to go after the developer and

waiving their legal rights to go after the City and Commissioner Pederson seconded the motion.

Mayor Christian asked if there was any discussion. **Commissioner Connell** asked if we are attaching a timeframe to this and if we were coming back to the commission for re-evaluation if the HOA, for whatever reason, decides not to sign. **CM Minner** responded that tomorrow he would reach out to the HOA and get that document before them. Hopefully, with the position of us accepting the legal fees and the wrangling that is off their table, that will coherst them to sign the agreement. Once they sign the agreement, we will move to get the residents to sign the disclosure and then we will begin the work. This will depend on how fast the HOA moves. He guaranteed that this would be on the HOA's desk tomorrow. **Commissioner Burry** wanted to clarify that we would not be able to do anything until they signed. **CM Minner** said we cannot do anything until we get their approval, but that should come rather quickly if they expedite it. We will know by the next meeting. If they do not sign it in within the next two weeks, he will have this item back on the agenda. **Commissioner Pederson** questioned why we would need the HOA if the thirty-one homeowners had assigned it to us. Where is the HOA's position in this? **Commissioner Robuck** replied that it was unclear who actually has the legal ability to go after the developer, the homeowners or the HOA, so we are asking for both.

Mayor Christian asked the homeowners in the audience if they understood what the commission was actually doing. **Linda Lambert** wanted to know if he could provide further clarification on the process. **Mayor Christian** stated that the city is proposing to talk with the HOA. We will be sending them a letter, which says they will be giving the City of Leesburg the rights to go after the developer or the site contractor, whoever had the legal authority or responsibility to repair that problem. Once the HOA gives us that ability to go after those people and once the individual homeowners sign off on the documents, we will be able to start the work and repair the two hundred and fifty thousand dollars worth of work that needs to be done behind those homes. It has nothing to do with whether or not we will be successful or not in a lawsuit or in court. It is just simple, once they give us the ability to go after them, we will be able to begin the site work. **Linda Lambert** asked how long they believed this process would take. **CM Minner** replied that it should be relatively quick. Tomorrow the HOA will receive notification from the city in the form of a waiver to sign. Once we receive all the waivers from the individual homeowners and the HOA, the next step would be to start the construction process. Hopefully, in the next six to eight weeks we should see some movement out there. **Linda Lambert** stated with the waiver that the HOA and that the homeowner have to sign will it indicate that it is related to the stormwater accumulation on the backside of the lots? **CM Minner** replied that he has not read the waiver, but basically the waiver is an omission that this is not a city issue and that the city is fixing it and you are granting permission for the city to enter onto your property and that you waive all legal rights to find the city liable for this issue. That should be how the document reads that you will sign. **Linda Lambert** said she can see the CDD or the HOA saying they are not going to sign it because it sounds like they are giving up all rights to sue on other issues. **CM Minner** said if the HOA does not sign this they are being extremely unreasonable and the next step should be calling your HOA president and encouraging them to sign this document so the stormwater drainage issue can be fixed. He knows they were hoping to walk out of here tonight with this being fixed, but they are three quarters of the way there. He foresees a favorable vote, and, essentially, the commission is agreeing that we need to fix this problem when we are putting out two hundred and fifty thousand dollars. The commission is asking, in return, for the right to cover the public's money by letting the city decide if we want to spend the legal fees to go after them. We would be totally releasing Arlington Ridge from any costs, so there is no reason why the HOA should not approve this. This is a totally reasonable approach to getting this fixed. **Mayor Christian** stated that we are trying to fix the problem, cover the costs and do the work as fast as possible. When it comes to the financials, are they coming from both the stormwater and the building department reserves? **CM Minner** responded yes, it would be a mix of those two accounts and that was how it was written. **Commissioner Pederson** inquired if there was any way of incorporating this into the Cares Act monies. **CM Minner** replied that

unfortunately, there would be no chance.

The roll call vote was:

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

Five yeas, no nays, the Commission approved the resolution as amended.

3. Resolution of the City Commission of the City of Leesburg, Florida, approving American Recovery Grant Projects; and providing an effective date.

ADOPTED RESOLUTION 10,927

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

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

Mayor Christian requested comments from the Commission and the audience.

Commissioner Connell wanted to make sure they were approving the allocation of the money to the various projects. **CM Minner** replied yes, included in the resolution was a quick outline of the recommended projects. Essentially, those projects equal 11.8587 million dollars. Staff's recommendation was that fifty thousand dollars go to grant administration. Four hundred thousand dollars would go to the Boys and Girls Club for operation loss replacement. Both the West Leesburg CDC and the Leesburg Community Development Corporation will receive seven hundred and fifty thousand dollars. The City of Leesburg is to receive one million dollars for revenue loss replacement and from there we have two immediate projects that should be covered. Pine Street is two point four million dollars and then we have the Turnpike Wastewater Facility Expansion or Other Rescue Projects at six million five hundred thousand dollars. We also have a sports marking contract at fifty thousand dollars and the Rails to Trails at three hundred and twenty five thousand, which would leave about fifty thousand dollars.

In the resolution, he asked for a little wiggle room on the Turnpike Facility and other reuse projects. Reuse and sewer projects are a qualifying project for the American Recovery Act projects, so that is why he is asking for wiggle room there. That is important to remember and he would like to have more discussion on that. In the city, with the growth we are experiencing, we are having a challenge with water, especially with the reuse of water and growth. We have a three-legged prong because if we could get people to use more of the reuse, the more we could stretch out the consumptive use permit. On that note, he does not lose a lot of sleep at night, because the city is getting closer to the end of the two million gallon capacity in the CUP. However, it does come with the caution that, ultimately, what will happen is, as we approach the end of our CUP, in 2030, or if we go before that time the district should allow us to get water from the aquafier. The solution to that will be to go deeper, but that water will not be as pristine, but it will not be as impactful on the environment. So what does that do? It will increase

our treatment and drilling costs. Now, what would half a million dollars get? It would get an "x" million gallon that would end up being a two million dollar well and those have impacts which still come back to us. Looking at that, we can stretch it out and not get CUP water in the reuse pipes and that is going to make us a conservator of water, which is beneficial for us environmentally and financially. The biggest place right now is that we have an opportunity to bring reuse water through a partnership with Cutrale. Cutrale discharges between two hundred and a million gallons a day whether they are juicing or not. Cutrale is close to making some internal decisions on some discussions that we had and entering into an agreement with us whereby we would get about two hundred thousand gallons of water for six out of seven days of the week for three hundred and sixty-five days. Long story short, that would be equivalent to stretching out another five thousand units in our CUP.

To do that, we could have about a three million dollar project where we would need to adjust the headworks to accept the fluency and put it in our system so it could easily be absorbed into our sewer capacity. It is a big long wheel, but this would be a perfect project for the American Recovery Act monies. This is one of the areas where he asked for wiggle room because, based on the time frame, he may say let's do the deal with the reuse versus putting the money towards the sewer plant expansion. We are going to end up having to do both, but we definitely have to do the sewer plant expansion. The next sixty to ninety days will tell us where we have to go with the reuse. We need to nail down where we are going to spend this money so we have a roadmap. With that said, he recommended the grant administration receive fifty thousand dollars. The Boys and Girls Club get four hundred thousand dollars. The West Leesburg CDC and the Leesburg CDC each receive seven hundred and fifty thousand dollars. One million dollars for recovery to the City of Leesburg to cover revenue loss in the general fund. Two point four million dollars for the Pine Street project and six point five million dollars for the Turnpike facility.

Continuing, he mentioned that Commissioner Connell asked for some other potential projects in the transmittal so he included some other ideas that best fit this program. They are projects that specifically match the American Recovery Act and they are projects next on the books. Some other considerations are the other water and sewer projects and other reuse projects. If they were to take the eleven point eight million dollars and put it all into the water and wastewater reuse project, they could spend it all right there and still have a big need for those types of projects. There were also requests from some community groups, such as the Arts Center, the Partnership and the Chamber of Commerce, because they also had losses. Those could also be other considerations that they may want to make. If you do decide to do that, the place he would peel some money back from would be from the Boys and Girls Club and/or the Turnpike project. He pointed out that the Pine Street project and the CDC monies are items we would want to leave alone. The Pine Street project is a critical project that has a ton of win-win scenarios, including infrastructure issues, and it also affects a targeted area that the Recovery money covers. With the CDC agreements, if you approve those in whole, the City Commission still holds the keys to that and the city would be making a statement to the CDC's and the minority community that we are committed to the tune of one point five million dollars to address the minority community on projects they think are best pursuant to the American Recovery Act. The next thing that would happen is that those items would be brought back on the agenda to those boards for approval with an agreement. He advised that if they decide to peel more money back for the Partnership and the Chamber, that they do a similar agreement so they know where that money will be spent. Those would be staff comments and the direction on how to frame the American Recovery Act monies. This resolution is a good one. It shows that we have discussed it and it will mark the third time we have discussed it.

Mayor Christian asked if there were any commission comments. **Commissioner Connell** stated that he was curious if there was anybody in the audience that wanted to speak before he started. **Mayor Christian** stated he wanted to start with the commission, then he would move to the audience for

comments. **Commissioner Pederson** commented that he thought it was a good recommendation, but he would like to peel off two hundred and fifty to three hundred thousand from the Wastewater Facility and allocate that to the nonprofits and the TV station. His starting point would be two hundred thousand and split it between the Chamber, the Partnership, the Center for the Arts and one hundred thousand dollars for the TV channel to help them. He read the letter from the TV Channel and they won him over with their educational initiatives. They have not always done that in the past, but they would like to do more of that, moving forward. That won him over and it does fall under the Cares Recovery Act. It also helps to spread the wealth around the city a little bit better. **Commissioner Connell** questioned what the figures were again. **Commissioner Pederson** replied it was three hundred thousand total. With two hundred thousand being split evenly between the three nonprofits and one hundred thousand going to the TV station. **Commissioner Connell** wanted to clarify that three hundred thousand would be coming from the Turnpike Wastewater Facility. **CM Minner** said that the project would go from six point five million dollars to six point two million dollars. **Commissioner Pederson** remarked that the first time he saw this he was trying to find a way to better spread money around the city. He talked to the city manager quite a bit and he learned more about the direction and how the money should be spent. He had other ideas but he was pulled back from some of those. He does think this is a fair compromise and these nonprofits were also hurt and they do not need to prove that to him. They have all served our community well for years and he has no problem giving them money. They can spend it or put it in the reserves. He respects all three organizations. He was also won over by the TV station after having a rough start with them. **Commissioner Robuck** stated that he would throw fifty thousand to the Art Center, fifty thousand to the Chamber of Commerce and fifty thousand to the Partnership. He thinks the TV station does a great job, but they are proficiently funded. We have gone from seventy-five to one hundred and fifty a year three years ago. At this point, they have done a great job with that money, but that is the right number. Also, he would take this money from the Boys and Girls Club because, the documents provided, is not what he was looking for. He still wants to see the actual documentation showing where they had revenue loss. They provided their budget and if they added a hundred kids without any new revenue. It just shows how much extra it would cost and that is not a COVID loss. He does not doubt it would be great to have an extra hundred kids. If they did that, they would deserve some funding, but all they did was multiply that number by two for the two years. Even under that scenario, that is double what a reasonable number is. For him, he would take that number down to two hundred thousand with a provision that they would not receive that until we receive the documentation showing their revenue loss due to COVID. **Commissioner Pederson** wanted to be clear that he followed Commissioner Robucks comments and that he said fifty thousand to each group and two hundred thousand in total in total and if he would give fifty thousand to the TV station? **Commissioner Robuck** replied yes, as long as it does not come out of wastewater, he would get behind that, but it is important we keep that number for wastewater. He asked the City Manager what the total number needed would be to fix that.

CM Minner answered that the wastewater expansion is going to be in the neighborhood of thirty million dollars and the reuse project accepting Cutrale waters will be in the neighborhood of three million dollars. After that, there would be a few subdivisions where we could immediately get water; Lake Denham, McElyea, the Number 2 Road subdivisions, Spring Creek and Tara Oaks. Every one of these little pockets includes another million dollars worth of pipe infrastructure. **Commissioner Burry** asked if we were going to give to any other individual groups or if we were just giving to the three or four nonprofits that we have on the books. What is the process for deciding who gets funding like this because he does not have anything in front of him showing any other groups or who may need this money? **CM Minner** replied that he did not want to upset other groups, but funding these civic groups is compliant with the American Recovery Act. The Partnership, the Art Center and the Chamber could all show a loss due to COVID, which will entitle them to be a recipient of these monies. That does not cover this body politically on who does or does not get money. This body flirts with that every year with the civic grants and if you are uncomfortable with that assumption or if you feel you are going to peel it off

of those three, then you should open it up because there are certainly other civic groups out there who would qualify for this type of funding. However, that is a political call the commission needs to make.

His recommendation eliminated giving money to civic groups for that reason. The recommendation structure comes from his office, which says keep it in the same spots where you do not stir the pot. It will make some folks happy and others unhappy. That is not a commentary on whether that money would be useful or not. It is a political comment about where we think the city could best use it, where it is easily transferable and where it would have an impact. The big three in that group and the explanation there was with the Boys and Girls Club, which is another group that takes care of kids who are minority kids. The federal government says they were affected the most by COVID and they had a loss. We just built a new facility for them and this assures that they will have good operations in that new facility. The city obviously had a loss according to the federal government. We also have both CDC's that have direct implementation to the community, which were affected greatly. We also have the Pine Street project that does the same and that fits a number of things. Then the sewer treatment plant project also fits that envelope. These projects, in his opinion, do spread the money around to the entire community with a minor emphasis on the minority community, and that minor emphasis is adding the numbers together.

However, if you want to split it, he would not put Pine Street in that split because it is a minority project and a community project. We have over two million million dollars for that project, which goes to the minority community and the minority community is 30% of Leesburg. It could be a little more if we included the African Americans and the Hispanics together, so the number could be closer to 35%. Not to belabor the point, but the recommendation was well thought out. We tried to avoid pitfalls for the commission. We know we will please some and not others, but we are affecting all the projects.

However, if the commission decides to shift funds, the places he would peel back would be the Boys and Girls Club first and then the Sewer Plant. **Commissioner Pederson** wanted to piggyback off Commissioner Robuck's comments. Rather than take two hundred thousand from the Boys and Girls Club, what if we took one hundred thousand from the Boys and Girls Club and the other one hundred thousand from the wastewater project? One hundred thousand dollars from six point five million is not really much and we could pay fifty thousand dollars to each nonprofit.

Commissioner Robuck commented that with nonprofits these are really good questions but he does not have strong feelings about this. To provide some historical perspective as to why we always talk about the same nonprofits. He and the Mayor are the only two commissioners left from when this all happened and we can do something entirely different now because that was an old commission. Back in the day, we were funding about ten to fifteen nonprofits every year and when the budgets were getting really tight, we decided that this had gotten a bit excessive and we were funding too many different organizations, especially when we were talking about what departments we were going to be able to fund that was one place we had to look at. The framework we looked at during that time was which nonprofits worked directly with and which ones supported what the city was doing. At that time, we came up with a list and the ones you saw there were: the Partnership, because they handled all the events, because the city would have to do them otherwise. The Arts Center because we used to specifically do the Arts Festival and that was an event that the city would have to do if they did not. Then the Leesburg Chamber and we specifically focused on the Leesburg Chamber specifically for businesses. There were some others, but that is what we used for that framework. That does not mean there are not other nonprofits that could fit that, but that would be a discussion we would need to have, but that was the framework that we looked at. There were some that did really great work, but unfortunately they were so far outside of what the city was looking at, so they got cut.

Mayor Christian added that when you bring nonprofits in, they will be saying my group is better than your group. Then you will get a group at the community center saying that they never get to go to the events or this is my event and we get caught between which nonprofit is better than the other nonprofit. What Commissioner Robuck is trying to say is that we had to figure out which ones to support on behalf

of the city. It is just like the Arts Festival. If you do not want to donate to it, then we have to do it ourselves and we do not want to do it, so that is why we fund that organization. We also threw in the Melon Patch because we said we liked the theater and that we wanted to support that, but the moment we open that up, we are going to have groups just start coming in asking that we support them. They may be just starting out and they will ask that we give them money even though they have not been here six months. Politically, we wanted to step out and not put nonprofits against each other and that is why we had that list and we narrowed it down to those few. Outside the high school band, which came in a few years later asking for help on a parade, we have kept that list tight. Once we open that up, it will become a pandora box. **Commissioner Connell** said he feels pretty strongly that some of this money needs to be earmarked towards our civic organizations. Even if we do not name them tonight, we should put something away. They can come back with a presentation stating how much they are asking for and what their plans are with that money. At that point we can make a decision, but some of that should be earmarked towards other civic organizations, even though we are not picking who it is going to tonight.

If the consensus is that we are concerned that we will have too many applicants coming in wanting money, we should let them make their case by application on why they should be one of the ones selected. **Commissioner Pederson** remarked that he would like to stand by the two hundred thousand dollars, as he said earlier, with fifty thousand dollars going to each group. He supports giving to them and believes that they have all proven themselves. He could look at numbers all day long, they were all impacted by COVID, and he did not have to look at their numbers to know that. He would like to go ahead and close the books on this. **Commissioner Connell** suggested going to three. **Mayor Christian** wanted to clarify that he wanted to do three hundred thousand dollars. **CM Minner** also wanted to clarify that he wanted to do three hundred thousand total, taking that from the wastewater facility and giving two hundred thousand split three ways between the civic organizations and a hundred for the Lakefront TV. **Commissioner Connell** stated that he would like to do three hundred thousand total. He wants to put that money aside and Lakefront can be put into the mix for that, but that three hundred thousand dollars we are not awarding tonight until we actually hear what they want to do with it.

As far as that goes, pulling it, maybe two hundred from the wastewater and a hundred from the Boys and Girls Club. **Commissioner Robuck** emphasized that it would not be a good idea for people to put in proposals for it. He suggested making it a little easier that we state the nonprofit organizations applying would have to have been a nonprofit in existence for an "x" number of years. **CM Minner** pointed out that they would have to have been a nonprofit organization that had been affected by COVID during the specific dates of March 2020 through August 2022. **Commissioner Robuck** stated that they also have worked in the City of Leesburg over the last five years, which should help minimize how many applications we get. **Commissioner Pederson** stated that there will be a lot of work on staff and we will be here debating this for hours over the next couple of meetings. **Commissioner Connell** agrees with Commissioner Robuck that we need to put some stipulations on who can apply for this, so it is not just anybody who goes down and applies for a 501C tomorrow who then comes in and wants to apply for the money. They should have to prove to us, show that they have an establishment in Leesburg and what they have done for the City over the last five years. **Mayor Christian** wanted to clarify for the record that he wanted to set aside three hundred thousand dollars and he does not want to earmark for any organizations tonight. He also asked if he was okay with earmarking a portion of that tonight and keeping a portion of that for other groups to apply for. **Commissioner Connell** answered that he was open to that. The reason why he made that comment is because he heard that we were not quite ready to name some specific organizations tonight to whom we may want to give this money too. If the commission wants to go in that direction and award some money to some of the groups that we have represented here tonight, he is fine with that. **Commissioner Pederson** stated he likes the three hundred number, but what about approving the two hundred thousand dollars and giving fifty thousand dollars to the four groups as we discussed and setting the one hundred thousand dollars aside to be determined at a later date for other groups? **Commissioner Connell** stated that he would be okay with that.

Commissioner Pederson made a motion to take a one hundred thousand dollar deduction from the Boys and Girls Club and a two hundred thousand dollar deduction from the Turnpike Wastewater Facility for a total of three hundred thousand. Two hundred thousand dollars of that money will be allocated evenly between the Leesburg Chamber, the Center for the Arts, the Leesburg Partnership and Lakefront TV. We will hold one hundred thousand dollars back for other nonprofit civic groups to be determined at a later date. They will be required to enter into an agreement with the City of Leesburg on how that money will be spent to ensure that it meets with the requirements of the American Recovery Act Grant.

Commissioner Robuck seconded the motion.

Commissioner Connell wanted to verify that this would be going out to the city perimeters, as discussed for applicants who want to apply for that additional one hundred thousand dollars. **CM Minner** stated that they would model this after how they did the Cares Act. They would put together the criteria and an application package and bring that to the commission for their implementation and, pending their approval, they will advertise it, collect all the applications and bring those back to the commission to pick how it would like to spend that one hundred grand.

The roll call vote was:

Commissioner Robuck	Yes
Commissioner Burry	Yes
Commissioner Pederson	Yes
Commissioner Connell	Yes
Mayor Christian	Abstain

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

7. INFORMATIONAL REPORTS:

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

A. None

There were no comments.

8. CITY ATTORNEY ITEMS:

CA Morrison stated that he had no comment tonight.

9. CITY MANAGER ITEMS:

CM Minner offered no further comment this evening.

10. ROLL CALL:

Commissioner Robuck had no comment.

Commissioner Connell had no comment.

Commissioner Pederson had no comment.

Commissioner Burry had no comment.

Mayor Christian thanked Commissioner Connell for bringing the Arlington Ridge issue before the commission. He knew that was very dear to him and he wanted to commend him on fighting for his district, those residents in Arlington Ridge and the entire city. He believes anybody who has a flooding issue should be able to come to the city. Whether they have a new or an old house, no one should have to deal with flooding. It was a healthy debate and discussion, we protected the city and we will take care of our residents. He wanted to commend the commission on a very productive discussion tonight. He also thanked the nonprofit organizations who showed up in the audience for attending.

11. ADJOURN:

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

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

The meeting adjourned at 7:31 p.m.

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.B.1.

Meeting Date: October 11, 2021

From: Al Minner, (City Manager)

Subject: Resolutions authorizing execution of a Construction Change Order No. 1 with Evergreen Construction, Inc. for the Teen Center Project and a Resolution amending the Teen Center budget and authorizing the City Manager to approve future additional expenditures on the Teen Center project not to exceed an additional \$240,000.

Staff Recommendation:

Staff recommends approval of both resolutions related to the Teen Center project.

Analysis:

CONSTRUCTION CHANGE ORDER

Below is a summary listing of the items included in the Construction Change Order No. 1. The amount of this change order is \$166,022.62.

PCO #01 – Door 100C, Hardware Change

At the City's request, a change was made to the Project Manual to include a remote operated door release from the receptionist location.

PCO #02 – Millwork & Shower Stall

Casework and countertops were not indicated on the plans at the time the GMP was submitted. Also, an allowance was submitted for the shower Stall but the proposal came in higher.

PCO #03 – Additional Signage, Lighting, Doors, Security System and Automatic Door Opener

This PCO includes the following: Additional exterior signage and lighting, intrusion detection and video surveillance, door demolition and installation in existing lobby and an automatic exterior door opener for Door100B. These additions/changes were a result of comments from a Commission workshop (exterior lighting/signage), specific request from City Staff (automatic door opener) and items not included in original plans (security system, door demo/install).

PCO #05 – Separate Power Metering System

Separate power metering system to capture the electric usage of the Teen Center. This is a requirement of the agreement between the City and the B&G Club that was not on the original plans.

PCO #07 – Ornamental Steel Fence

Security fence for the outdoor teen and youth areas. A \$5,000.00 allowance was submitted but do to the hardware requirements, design of the fence and price increases, the proposal came in much higher.

PCO #10 – Existing Building Signage Removal and Repair

Remove existing signage on the gymnasium and patch/paint eastern wall. This was not on the original

plans but is needed to tie into the new addition.

PCO #11 – Interior Sliding Door Finish

The finish was changed to match the new storefront color. This was not on the original plans but is needed for aesthetic purposes.

PCO #12 – Steel Stirrup Extension

Steel extensions for the aluminum storefront beams. A modification was made to hide clips at the CMU wall which created a need to extend the stirrups.

TEEN CENTER PROJECT BUDGET AMENDMENT

Staff requests the Teen Center Project Budget be amended adding \$240,000.00 to the budget. This amended amount will be used for additional items that may be needed for the Teen Center. Amending the amount and approving the City Manager to approve future expenditures will allow for approval of those expenses in a timely manner should there be any.

Original Budget

Original Budget	\$2,961,958.00
Project-to-Date	<u>\$2,687,054.77</u>
Expenses/Encumbrances	
Project Balance	\$274,903.00
<u>Known</u>	
<u>Expenses/Budget Items</u>	
FFE Budget	\$140,000.00
Change order #1	\$166,022.62
Security Camera System	<u>\$2,096.03</u>
Sub-Total	\$308,118.65
Total Project Budget	(\$33,215.65)
Balance	
Add to Project Budget	\$240,000
Amended Project	\$206,784.35
Budget Balance	

Procurement Analysis:

Options:

1. Approve the resolution authorizing execution of the Construction Change Order No. 1 with Evergreen Construction; and approve the resolution amending the Teen Center Project budget and authorizing the City Manager to approve expenditures not to exceed the amended/addtional project budget amount; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

A budget adjustment will be necessary to add these funds to the current budget. Funds are available in the General Fund Reserves, which has approximately \$6,000,000 available for CIP projects.

Account 031-8125-572.62-10

No.

Project 310081

No.

WF No. WF1253677 / 001

Budget \$2,961,958.00

Available \$274,903.00

Submission Date and Time:

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A
CONSTRUCTION CHANGE ORDER NUMBER 1 WITH EVERGREEN
CONSTRUCTION MANAGEMENT, INC. FOR THE TEEN CENTER PROJECT
IN THE AMOUNT OF \$166,022.62; AND PROVIDING AN EFFECTIVE.**

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

THAT the Mayor and City Clerk are hereby authorized to execute a Construction Change Order No. 1 with Evergreen Construction Management, Inc. for added work and material in the amount of \$166,022.62 related to the City of Leesburg Teen Center 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 11th day of October 2021.

Mayor

ATTEST:

City Clerk

City of Leesburg, Florida
CONSTRUCTION CHANGE ORDER

Change Number: **1**

Date Prepared: **9/27/2021**

City PO No.: 536552

Project Name: **Leesburg Teen Center**

A/E Firm: **CPH, Inc.**

Contractor: **Evergreen Construction**

Address: **500 West Fulton ST**

Address: **30941 Suneagle DR**

City: SanfordCity: **Mt Dora**

State/Zip: **FL 32771**

State/Zip: **FL 32757**

Phone: **407-322-6841**

Phone: **352-227-1460**

DESCRIPTION OF CHANGE (Attach additional pages if required.)	Decrease In	Increase In
Evergreen PCO #001 - Per Attached		\$1,435.07
Evergreen PCO #002 - Per Attached		\$7,476.78
Evergreen PCO #003 - Per Attached		\$93,756.39
Evergreen PCO #005 - Per Attached		\$14,906.55
Evergreen PCO #007 - Per Attached		\$41,467.57
Evergreen PCO #010 - Per Attached		\$2,309.62
Evergreen PCO #011 - Per Attached		\$1,011.42
Evergreen PCO #012 - Per Attached		\$3,659.22
Subtotal:	\$0.00	\$166,022.62
Total Add (Deduct):	\$166,022.62	

Notice to Proceed Date:		5/17/2021		Contract Amount Information	
Contract Time		Days	Substantial Completion Date	Original Contract Amount	\$ 2,406,500.00
Original Contract Time		196	11/29/2021	Previously Approved CO's	\$ -
Not Changed:				Present Contract Amount	\$ 2,406,500.00
Increased by:		0	11/29/2021	This CO Add (Deduct)	\$ 166,022.62
Decreased by:		0	11/29/2021	New Contract Amount	\$ 2,572,522.62
				Total Change Orders %	6.9%

This Change Order is an amendment to the Contract between Contractor and the City, all contract provisions shall apply unless specifically exempted. The amount and time change designated are the maximum agreed to by both the City and the Contractor for this change. In consideration of the foregoing adjustments in Contract time and Contract sum, the Contractor hereby releases City from all claims, demands or causes of action arising out of the transactions, events and occurrences giving rise to this Change Order. This written Change Order is the entire agreement between City and Contractor with respect to this Change Order. No other modifications shall apply to this Contract amendment unless expressly provided herein.

RECOMMENDED	AGREED	APPROVED
<i>John D. Folker</i>	<i>Shawn Howard</i>	
Signature, City Project Manager	Signature, Contractor	John Christian, Mayor
9/27/21	09/27/2021	
(Date)	(Date)	(Date)

Attest:

J. Andi Purvis, City Clerk



Evergreen Construction

30941 Suneagle Drive
Mt Dora, FL 32757
352-227-1460

Proposed Change Order

PCO Number: 001
PCO Date: Apr 25, 2021

Bill To:

City of Leesburg
PO Box 491286
Leesburg, FL 34749-1286

Job Site:

1851 Griffin Road
Leesburg, FL 34748

Reference: City of Leesburg Teen Center - 21-02

Description of Work
Owner Comments Revisions 02.05.2021 2021-02-05 OWNER COMMENTS Revisions

Self-Performed Worked	Amount
Bond @ 1% of \$1,336.00	13.36
General Liability @ 1.3% of \$1,336.00	17.37

Subcontract work	Amount
Door Hardware Revisions (Owner Comments)	1,336.00

OH&P	68.34
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TOTAL	\$1,435.07
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OWNER COMMENTS 02-05-2021

OWNER COMMENTS, to Drawings and Specifications dated 11/06/2020 for the Leesburg Teen Center located at 1851 Griffin Road, Leesburg, FL 34748 as prepared by CPH, 500 West Fulton Street, Sanford, FL 32771.

This **Revision** shall hereby be and become a part of the Contract Documents the same as if originally bound thereto.

The following clarifications, amendments, additions, revisions, changes and modifications change the original Contract Documents only in the amount and to the extent hereinafter specified and set forth in this **Revision**

CHANGES TO PROJECT MANUAL

ITEM NO. 1. 08 71 00 DOOR HARDWARE

- A. Revised door hardware set 4.0.

CHANGES TO DRAWINGS

ARCHITECTURAL

ITEM NO. 2. A-151 ROOF PLAN

- B. RTU and Exhaust fans was relocated. Roof walk pad was also reconfigured to accommodate the new roof equipment locations.

ITEM NO. 3. A-301 BUILDING SECTIONS

- A. Revised A1 BUILDING SECTION A, I1 BUILDING SECTION E and, M1 BUILDING SECTION F RTU and exhaust fans relocated.

STRUCTURAL

ITEM NO. 1. S-1.10 ROOF FOUNDATION PLAN

- A. Updated footing size and reinforcement due to relocation of RTUs.

ITEM NO. 2. S-2.10 ROOF FRAMING PLAN

- A. Updated steel joist & beam size due to relocation of RTUs.

ELECTRICAL

ITEM NO. 1. E-102 ELECTRICAL ROOF PLAN

- A. RTU and Exhaust fans was relocated.

ITEM NO. 2. E-103 ELECTRICAL ENLARGED FLOOR PLAN - LOW VOLTAGE

- A. Revised General Electrical Note.

ITEM NO. 3. E301.1 ELECTRICAL ONE-LINE CONTROL DIAGRAM

- A. Revised 7/E-301.1 One line control diagram.
- B. Revised 8/E-301.1 One line control diagram.
- C. Revised 9/E-301.1 One line control diagram.

MECHANICAL

ITEM NO. 1. M201 MECHANICAL ROOF PLAN

- A. RTU and Exhaust fans was relocated.

ITEM NO. 2. M401 MECHANICAL ENLARGED FLOOR PLAN

- A. RTU and exhaust ducts revised.
- B. Note 17 revised.

END OWNER COMMENTS



Corporate Office;
2721 Regent Street · Orlando, FL 32804
PH 407.298.5600 · FAX: 407-578-2881

* Send Contract Documents to the Corporate Office or email contracts@millsnebraska.com

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DIVISION 8 QUOTATION

QUOTED TO: **Evergreen CM**
Richard Charleson
rcharleson@evergreencm.net

JOB NAME: **BGCCF - Leesburg Teen Center**
1851 Griffin Rd
Leesburg, FL 34748

Your Estimator is: Leo Cheung

Phone: **407-472-2743**

lcheung@millsnebraska.com

Date: **4/23/2021**

Sales Quote #: **20122350**

Plan Date: **1/11/21**

Addendums Seen: **Owner Comments**

WE ARE PLEASED TO SUBMIT THE FOLLOWING COST OF MATERIALS ESTIMATE FOR ACCEPTANCE WITHIN THIRTY DAYS
PURSUANT TO THE TERMS AND CONDITIONS STATED IN OUR CREDIT AGREEMENT.

DESCRIPTION	PRICE
ARCHITECTURAL FINISH HARDWARE AS SPECIFIED IN SECTION: _____ Changes to Hardware Set 4.0 (Door 100C) per Owner's Comments sent out 4/15/21 Changed hinges to heavy weight hinges Changed push/pulls to Yale 6170 passage exit devices less dogging Excludes key switch <i>Still excludes mag lock, push button, and power supply from original hardware set</i>	\$ 1,249.00
Material Sub Total	\$ 1,249.00
Tax	\$ 87.43
Material Total	\$ 1,336.00
INSTALL EXCLUDED Exclusions 1 Glass & Glazing. 2 Aluminum Doors, Frames, Hardware & installation of same. 3 STC rated doors/frames In the event of changes in tariffs that directly impact the cost of materials in this quote (and if awarded, the subcontract and/or change orders therewith, and after execution of said documents), subcontractor reserves the right to submit a change order for the amount of the additional tariff as a last resort if tariff avoidance is not feasible through switching to a domestic supply chain of other means Materials furnished only, F.O.B. Job site, tailgate delivery All materials are based on standard factory lead times after approved submittals are received. Manufacturers standard warranties apply, Permits and Fees by others.	\$ -
Grand Total	\$ 1,336.00



Evergreen Construction

30941 Suneagle Drive
Mt Dora, FL 32757
352-227-1460

Proposed Change Order

PCO Number: 002
PCO Date: May 23, 2021

Bill To:

City of Leesburg
PO Box 491286
Leesburg, FL 34749-1286

Job Site:

1851 Griffin Road
Leesburg, FL 34748

Reference: City of Leesburg Teen Center - 21-02

Description of Work
Construction Revision #1 02.19.2021 Item#03: A-101 Architectural floor Plan A. Added interior elevation tag in room 117 Teen Lounge Item#04: A-161 Finish Plan A. Added material finish for PL-1 9512 Layered White Sand Item#05: A-251 Interior Elevations A. Added interior elevation K15 117 Teen Center - South Elevation Shower Stall Spec Clarified per CPH Notes dated 02.08.2021

Self-Performed Worked	Amount
Bond @ 1% of \$6,960.64	69.61
General Liability @ 1.3% of \$6,960.64	90.49

Subcontract work	Amount
Added Millwork Rm#117 Teen Lounge	5,760.64
Shower Stall - Spec Clarified with this Revision \$2,500.00 cost - \$1,300.00 (allowance in GMP) = \$1,200.00 difference	1,200.00

OH&P	356.04
TOTAL	\$7,476.78



CONSTRUCTION REVISION #1 02-19-2021

OWNER COMMENTS, to Drawings and Specifications dated 02/19/2021 for the Leesburg Teen Center located at 1851 Griffin Road, Leesburg, FL 34748 as prepared by CPH, 500 West Fulton Street, Sanford, FL 32771.

This **Revision** shall hereby be and become a part of the Contract Documents the same as if originally bound thereto.

The following clarifications, amendments, additions, revisions, changes and modifications change the original Contract Documents only in the amount and to the extent hereinafter specified and set forth in this **Revision**

CHANGES TO PROJECT MANUAL

ITEM NO. 1. FLORIDA PRODUCT APPROVAL SPECIFICATION SHEET

- A. Added the Steel Roof Hatch FL Product Approval # FL15110.1.

CHANGES TO DRAWINGS

ARCHITECTURAL

ITEM NO. 1. G-000 COVER

- A. Updated the drawing index revision log.

ITEM NO. 2. G-010 CODE SUMMARY & CALCULATIONS

- B. Revision to the OCCUPANT LOAD of the NEW BUILDING and TOTAL BUILDING OCCUPANT LOAD.
- C. Revision to the Egress Capacity required and provided exit width.

ITEM NO. 3. A-101 ARCHITECTURAL FLOOR PLAN

- A. Added interior elevation tag in room 117 Teen Lounge.

ITEM NO. 4. A-161 FINISH PLAN

- A. Added material finish for PL-1 9512 Layered White Sand.
- B. Added accent wall paint colors to the Finish Schedule.

ITEM NO. 5. A-251 INTERIOR ELEVATIONS

- A. Added interior elevation K15 117 Teen Lounge – South Elevation.

- B. Revised countertop material on Interior Elevation G15 102 Staff Break Room – West Elevation to 'SS-1'.

PLUMBING

ITEM NO. 1. P-001 PLUMBING GENERAL NOTES

- A. See revised sheet P-001 Plumbing General Notes; added notes 29 to 32.

END CONSTRUCTION REVISION #1



Proposal

No. 042221-01

22-Apr-21

Project:	Teen Center - Leesburg
Location:	1851 Griffin Road, Leesburg, FL 34748

4333 Silver Star Road, Unit 145
Orlando, FL 32808
Ph: 407 801 5124
www.tjcustomcabinets.com

We propose to furnish and install the melamine with plastic laminate cabinetry as follows:

	Room Name	W	D	H	SF	LF	Material	Description	Unit	LF/SF
1	Computer Lab 121 (A353\J1)	64'-1"	2'-5"		154.86806	64.083333	PL-1 Laminate	Countertop	1	154.87
2					0	0	Stainless steel	Support Bracket	21	0.00
3	Corridor 109 (A252\A1 & A9)	19'-3"			0	19.25	PL-2 Laminate	Cubby	2	38.50
4	Dance Studio 114 (A252\K10 & H14)	36'-0"			0	36	Custom	Ballet Barre	1	36.00
5	Life Skills 110 (A171\A1,A6,A11)	21'-8"			0	21.666667	PL-1 Laminate	Base Cabinet	1	21.67
6		18'-0"			0	18	PL-1 Laminate	Wall Cabinet	1	18.00
7		15'-10"	2'-5"		38.263889	15.833333	SS-1 Solid Surface	Countertop	1	38.26
8		13'-0"	3'-11"		50.916667	13	SS-1 Solid Surface	Countertop	1	50.92
9		Short wall by GC.								
10	Lobby 100 Reception (A353\F8,F15,J8,J15)				0	0	PL-2 Laminate	Drawer Base Cabinet	8	0.00
11					0	0	PL-2 Laminate	Knee Drawer	3	0.00
12		7'-6"			0	7.5	PL-2 Laminate	Open Base Cabinet	1	7.50
13		27'-6"	2'-8"		73.333333	27.5	PL-3 Laminate	Countertop	1	73.33
14		15'-0"	3'-6"		52.5	15	SS-2 Solid Surface	Transaction Top	1	52.50
15		20'-0"			0	20	PL-2 Laminate	Wall Paneling	1	20.00
16	Multi Purpose Room 103 (A251\E15)	3'-0"			0	3	PL-1 Laminate	ADA SinkBox	1	3.00
17		7'-0"			0	7	PL-1 Laminate	Base Cabinet	1	7.00
18		10'-5"	2'-5"		25.173611	10.416667	SS-1 Solid Surface	Countertop	1	25.17
19		12'-0"			0	12	PL-1 Laminate	Open Shelf	1	12.00
20	Staff Breakroom 102 (A251\G15)	8'-6"			0	8.5	PL-1 Laminate	Base Cabinet	1	8.50
21		8'-6"			0	8.5	PL-1 Laminate	Wall Cabinet	1	8.50
22		8'-8"	2'-5"		20.944444	8.666667	SS-1 Solid Surface	Countertop	1	20.94
23	Youth Game Area 106 (A252\H9)	21'-9"			0	21.75	PL-2 Laminate	Cubby	1	21.75
24	Window Sill (A510\A1)	157'-0"	0'-7"		91.583333	157	SS-1 Solid Surface	Window Sill	1	91.58
25	Teen Lounge 117 (A251/K15)	84"				7	PL-1 Laminate	Pantry Cabinet	1	7.00
26		9'-0"				9	PL-1 Laminate	Base Cabinet	1	9.00
27		9'-0"	2'-5"		23.25	9	PL-1 Laminate	Countertop	1	9.00
							Total	\$69,820.19		

*** The Solid Surface tops priced base on Wilsonart group 1,2,3,4 color.***

*** Priced base on wilsonart standart colors.***

*** No any stainless steel sink included.(Please ask for revise If you want us to include it.)***

*** No any BOND included.(Please ask for revise If you want us to include it.)***

*** No any crown molding, trim, wall base, chair-rail, handrail, wainscoting included.***

*** No any LEED required material included.(Please ask for revise If you want us to include it.)***

Cabinet Spec.:

1. All cabinets build with regular imported 3/4" plywood + 1/4" plywood backing + 3/4" particle board doors /drawer front
2. All cabinets interior with white melamine liner.
3. Price included 4" wire pull , satin nickle finish, or equal finish.
4. All drawers build with Blum meta box M320 drawer system.
5. All cabinets with Grass Nexis 110 european concealed hinges.

Our product complies with AWI's "Architectoral Woodwork Quality Standards" Eighth Edition, Version 1.0, 2003, for grades of interior architectural woodwork, construction, finishes, and other requirements. But we don't renew it every year. If required AWI please add \$5,000.00

We Propose to furnish material and labor-complete in accordance with the above specifications, for the sum of:

Sixty Nine Thousand Eight Hundred Twenty Dollars and Nineteen Cents (\$69,820.19)

Price included delivery ,Installation and Sales Tax.

Payment to be as follows: PER CONTRACT AGREEMENT

Authorized Signature: Janet He

Acceptance of Proposal- The above prices, specifications and conditions are satisfactory and are

You are authorized to do the works as specified. Payment will be made as hereby accepted.outlined above.

Payment to be as follows: 30% for the materials after shop drawings approved, 60% regular billing circle, 10% retainage.

Signature

Date

Rev. #1 \$69,820.19

Original Bid \$64,055.59

Construction Rev#1 02.19.2021 \$ 5,760.64



G M P REVIEW & COMMENTS

PROJECT NAME:	Leesburg Teen Center	
CPH COMM. NO.	L4708	
GMP DATE	February 8, 2021	

The following comments are provided as the Design Teams review of the proposed GMP submitted by Evergreen Construction and dated February 8, 2021.

- Division 11 – Equipment
 - a. Food Prep equipment indicates an electric range with microwave above. There are not any ranges in the project. Only provide two (2) countertop microwaves. One in the food prep area and one in the staff break room.
- Division 21 – Fire Protection
 - a. Documents indicate sidewall sprinkler heads at the exterior canopies.
- Division 22 – Plumbing
 - a. The specifications for the pre-fabricated shower were issued with Addendum #1. Refer to sheet A461 – ENLARGED FLOOR PLANS – RESTROOMS. SH-2 BASIS OF DESIGN.
- Division 26 – Electrical
 - a. Lighting protection for the existing building and the new addition were indicated to be provided as ADD ALTERNATES in the response to BID RFI dated 1/22/21. Noted that they are broken out as separate line items in the schedule of values.
- 05-Concrete
 - a. There are not any housekeeping pads in this project.
-
- 06 – Masonry
 - a. Only indicates 8" CMU Perimeter walls. Confirm that the 12" CMU walls are included in the scope.
- 09 – Finish Carpentry
 - a. Casework and countertops at the Teen Lounge are not indicated. Looking at the drawings, they are shown in plan but we did not provide an elevation. We will issue this as a revision to include in the scope.
- 29 – Earthwork
 - a. FDC was removed from the project.
 - b. 6" Water Main was removed from project. Replaced with 2" P.E. service line.
 - c. No curb is technically proposed. The pavement is bounded by raised, integral sidewalk.



Evergreen Construction

30941 Suneagle Drive
Mt Dora, FL 32757
352-227-1460

Proposed Change Order

PCO Number: 003
PCO Date: Jun 9, 2021

Bill To:

City of Leesburg
PO Box 491286
Leesburg, FL 34749-1286

Job Site:

1851 Griffin Road
Leesburg, FL 34748

Reference: 21-02 City of Leesburg Teen Center - 21-02

Description of Work
Owner Comments #2 05.18.2021 See CPH Narrative Owner Comments#2/ 04-07/2021 Note: Patch Panel and termination of fiber by City of Leesburg IT Department

Self-Performed Worked	Amount
Bond @ 1% of \$87,284.26	872.84
General Liability @ 1.3% of \$87,284.26	1,134.70
Demo Door and install Door 101G	2,250.00
Subcontract work	Amount
Signs (Signco)	15,998.00
Electrical (Electrical Works)	41,218.97
Low Voltage (Dyna Fire)	14,550.00
Doors (Mills and Nebraska)	2,543.22
Revised Door Hardware 100B	10,724.07
OH&P	4,464.59
TOTAL	\$93,756.39



OWNER COMMENTS #2 / 04-07-2021

OWNER COMMENTS #2, to Drawings and Specifications dated 02/05/2021 for the Leesburg Teen Center located at 1851 Griffin Road, Leesburg, FL 34748 as prepared by CPH, 500 West Fulton Street, Sanford, FL 32771.

This **Revision** shall hereby be and become a part of the Contract Documents the same as if originally bound thereto.

The following clarifications, amendments, additions, revisions, changes and modifications change the original Contract Documents only in the amount and to the extent hereinafter specified and set forth in this **Revision**

CHANGES TO PROJECT MANUAL

ITEM NO. 1. 08 71 00 DOOR HARDWARE

- A. Revised door hardware set 2.0 to remove door #100B.
- B. Add door hardware set 2.1 for door 100B to add auto operator.
- C. Add door hardware set 13.0 for door 101G at existing lobby.

CHANGES TO DRAWINGS

GENERAL

ITEM NO. 1. G-000 COVER

- A. Updated drawing index current revisions.

ARCHITECTURAL

ITEM NO. 2. A-101 ARCHITECTURAL FLOOR PLAN

- B. Revised elevation callouts.

ITEM NO. 3. A-151 ROOF PLAN

- A. Void all changes from OWNER REVISION dated 02-21-21. Relocation of RTU.

ITEM NO. 4. A-201 EXTERIOR ELEVATIONS

- A. Added / Revised exterior building signage

ITEM NO. 5. A-301 BUILDING SECTIONS

- A. Void all changes from OWNER REVISION dated 02-21-21. Relocation of RTU.

ITEM NO. 6. A-500 DOOR SCHEDULE

- A. Revised glazing at type HM2 window at room 101 OFFICE 1 to be one-way tempered glazing.
- B. Revised door schedule to match updated hardware schedule.

STRUCTURAL

ITEM NO. 7. S-1.10 FOUNDATION PLAN

- C. Void all changes from OWNER REVISION dated 02-21-21. Relocation of RTU. Plans reverted back to previous submittal.

ITEM NO. 8. S-2.10 ROOF FRAMING PLAN

- A. Void all changes from OWNER REVISION dated 02-21-21. Relocation of RTU. Plans reverted back to previous submittal.

MECHANICAL

ITEM NO. 9. M201 MECHANICAL ROOF PLAN

- B. Void all changes from OWNER REVISION dated 02-21-21. Relocation of RTU. Plans reverted back to original submittal.

ITEM NO. 10. M401 MECHANICAL ENLARGED FLOOR PLAN

- C. Void all changes from OWNER REVISION dated 02-21-21. Relocation of RTU. Plans reverted back to original submittal.

ELECTRICAL

ITEM NO. 1. E001 ELECTRICAL NOTES TABLES AND LEGENDS

- A. Added new sheet to index.

ITEM NO. 2. E101 ELECTRICAL FLOOR PLAN - POWER.

- A. Added J-Box for security at doors

ITEM NO. 3. E102 ELECTRICAL ROOF PLAN - POWER.

- A. Void all changes from OWNER REVISION dated 02-21-21. Relocation of RTU. Plans reverted back to original submittal.

ITEM NO. 4. E103 ELECTRICAL FLOOR PLAN – LOW VOLTAGE

- B. Revisions per owner request to security and data equipment and cabling.

ITEM NO. 5. E201 ELECTRICAL FLOOR PLAN – LIGHTING

- A. Revised exterior signage lighting

ITEM NO. 6. E301 ELECTRICAL ONE-LINE DIAGRAM, SCHEDULES AND DETAILS

- A. Revised exterior signage lighting

ITEM NO. 7. E301.1 ELECTRICAL ONE-LINE CONTROL DIAGRAM

- A. Revised exterior signage lighting
- B. Added circuit breaker to serve automatic doors.

ITEM NO. 8. E401 ELECTRICAL ELEVATIONS - LIGHTING

- A. NEW SHEET - Added Owner requested exterior lighting on North side of building.

PLUMBING

ITEM NO. 1. P001 PLUMBING SCHEDULES, NOTES, TABLES AND LEGENDS

- A. Revised plumbing fixture calculations
- B. Added notes #29 - 32

END OWNER COMMENTS #2



1631 ROCK SPRINGS RD. STE 316
APOPKA, FL 32712

TEL: 386.740.8344

FAX: 386.740.8283

E-MAIL: SALES@SIGNCO.US

CERTIFIED STATE OF FL. WBE

ARCHITECTURAL SIGNAGE CORP.

CHANGE ORDER REQUEST #1

06-15-21

EVERGREEN CONSTRUCTION

PROJECT: CITY OF LEESBURG TEEN CENTER

FRI# 5

SUB: 2021O6BUD-S2

EVERGREEN COST CODE: 10 14 00

ATT: SHAWN HOWARD

ADDITIONAL SIGNS

ADD METAL SIGNS TO LEESBURG TEEN CENTER: DESIGN, MANUFACTURE, HARDWARE & INSTALLATION

B&G LOGO SIZE APPROX 37 X 59 1/4" BACKER PAINTED WHITE
1/4" FR ONT PIECE (HANDS CUT OUT) PAINTED BLUE
B&G TEXT 1/4" X 5" PAINTED; COPY: BOYS & GIRLS CLUBS OF CENTRAL FLORIDA
Leesburg Branch \$4,144.50

CUT LETTERS 1/4" X 16" CUT ALUM STUD MOUNT COPY: LEESBURG RECREATIONAL
COMPLEX \$3,544.50

CITY LOGOS SIZE APPROX 60" X 78" X 3/8" TOTAL OVAL 1/8" BACKER WITH ETCHED
SET OFF AREA FOR INSERT OF VINYL LOGO CENTER, BACKER
PAINTED, APPLIED: 1/4" CUT ALUM LETTERS PAINTED: COPY: THE
LAKEFRONT CITY EST. 1857.

FRONT PLATE: 1/4" CUT ALUM RIBBON, & BUTTONS PAINTED; APPLIED
LETTERS, COPY: LEESBURG

LOGO SET 1 \$4,354.50

LOGO SET 2 DISC \$3,954.50

\$15,998.00

PERMIT & ENGINEERING IF REQUIRED \$1,630.00


Signco Architectural Signage Corp

GC Signature

IF you have any questions, please do not hesitate to call.
THANK YOU FOR YOUR BUSINESS

Therese Smyntek

sales@signco.us

Signco Architectural Signage Corp

8010 US Hwy 441
 Leesburg, FL 34788
 www.ElectricalWorksFlorida.com
 (352)460-0810



Evergreen Construction/Leesburg Teen Center
 1851 Griffin Road
 Leesburg, FL 34748

Estimate # 4791

Estimate Date 06-17-21

Total **\$41,218.97**

Item	Description	Unit Cost	Quantity	Line Total
(none)	Change Order for Plans E101 , E102 , E103 , E201 , E301 , E401 - Dated 04/07/21 "Owner Comments 2"	\$0.00	1.0	\$0.00
(none)	E101 Conduits and power wiring added for (4) security system door locks, and (1) door operator. Materials Cost - \$1,475.68 280'- 3/4" EMT CONDUIT 10- 3/4" EMT CONNECTOR 32- 3/4" EMT COUPLING 32- 3/4" EMT STRAPS 1540' - #10 THHN 5- 4 SQUARE COMBO JUNCTION BOXES Labor Hours - 33.56 @ 81.89 per hour = \$2,748.29 Total - \$4,223.97	\$4,223.97	1.0	\$4,223.97
(none)	E102 Void Changes from 02/05/21	\$0.00	1.0	\$0.00
(none)	E103 •Pull Cat5E to (5) outside cameras on north and east wall •Change to 1" conduit from teen game room to outdoor lounge •Add 3/4" conduit from teen lounge to lobby •Pull Cat5E to (3) cameras by lobby •Install 6CT single mode fiber run from gym data room to B&G club data room *****EW will not provide patch panel, or terminate fiber***** •Add (2) Cat5E drops to corridor with 150' loop Materials Cost - \$2,307.33 45'- 3/4" EMT CONDUIT 2- 3/4" EMT CONNECTOR 5- 3/4" EMT COUPLING 5- 3/4" EMT STRAPS 75'- 1" EMT CONDUIT	\$6,848.13	1.0	\$6,848.13

2- 1" EMT CONNECTOR
 8- 1" EMT COUPLING
 8- 1" EMT STRAPS
 1750'- Cat5E
 500'- 6CT Fiber Indoor/Outdoor Rated
 500'- Flex Fiber Conduit

Labor Hours - 55.45 @ 81.89 per hour = \$4,540.80

Total - \$6,848.13

(none)	E201	\$2,727.12	1.0	\$2,727.12
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- Fixture "F" changes to a new circuit C-76, New conduit and wiring
- (3) motor rated switches added, (2) for Fixtures "SB" and (1) for Fixture "F"
- (2) new outdoor sign lights added, fixture "SB" **Price does not include lighting fixture, price of new fixtures is included on E401 Change order. Price only includes conduit, wiring, and connections**
- Name change of lighting cabinet from LCP to LCC, no cost change for this item.

Materials Cost - \$939.46

220'- 3/4" EMT CONDUIT
 5- 3/4" EMT CONNECTOR
 25- 3/4" EMT COUPLING
 25- 3/4" EMT STRAPS
 730'- #10 THHN
 3- Motor Rated 20amp Switches
 3- Boxes for Motor Rated Switches

Labor Hours - 21.83 @ 81.89 per hour = \$1,787.66

Total - \$2,727.12

(none)	E401	\$27,419.75	1.0	\$27,419.75
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- Addition of (8) "SA" lighting fixtures with concrete bases. EW is to pour new bases on site.
- (2) new circuits for lighting, C-75 and C-78
- Underground pullbox for future lighting
- (1) new sign lighting on north end of building, lighting fixture "SB"
- (1) new motor rated switch for north end sign

Cost of this line item includes all added fixtures

Lighting Fixtures Cost - \$18,402.47

Materials Cost - \$1,910.87

85'- 3/4" EMT CONDUIT
 2- 3/4" EMT CONNECTOR
 9- 3/4" EMT COUPLING
 9- 3/4" EMT STRAPS
 220'- 3/4" PVC CONDUIT

18- 3/4" PVC MALE ADAPTOR
16- 3/4" PVC 90'S
34- 3/4" PVC COUPLING
1- IN GROUND PULLBOX
1- Motor Rated 20amp Switch
1- Box for Motor Rated Switch
20'- 10" Round Sono Tube
Concrete
Rebar
Misc Concrete Tools/Materials

Labor Hours - 86.78 @ 81.89 per hour = \$7,106.41

Total - \$27,419.75

THIS IS AN ESTIMATE

Disclaimer

- * All materials property of Electrical Works, until paid in full.
- * No Change of Venue.
- * By proceeding, you agree to our terms and conditions, which can be viewed at our office.
- * Any repairs to walls, ceilings, floors, and soffits will be repaired by owner and at owners expense.
- * All cancellations require a minimum 12 hour notice, if not, a minimum truck fee will be billed @ \$75.00.
- * All estimates over \$1,000.00 require a 50% down payment, with the remaining balance to paid upon completion of work unless notated otherwise in the estimate.
- * Any and all deposits paid are non-refundable.
- * Estimates are based on items listed, any additional work or changes will be billed at additional cost.

Qualifications and Clarifications:

* Inclusions:

*

*Exclusions:

- * Normal maintenance including but not limited to: cleaning, torque and tightening
- *Asbestos (and other hazardous substances) identification, detection or abatement.
- *Patching and painting of finished surfaces.
- * Any electrical item designated on plans / specs that do not have a circuit # and panel designation associated with such items unless otherwise noted above.

* We intend to complete all work in accordance with local & national electrical codes for the work described above. Repairs to existing wiring and systems that do not comply with codes or regulations are excluded unless otherwise noted herewith.

* Repairs to existing inoperable equipment are excluded unless otherwise noted herewith.

* We guarantee our work to be free from defects for one year from completion. Repairs to defective workmanship or materials within this period will be made at no cost. This warranty excludes: unauthorized service, misuse, negligent care, improper

Subtotal	\$41,218.97
Tax	\$0.00
Estimate Total	\$41,218.97

maintenance, reused products, items furnished by others, lamps, unusual wear and tear, vandalism, obsolescence, weather damage or other cause beyond Electrical Works control.

* Electrical Works has made no provisions for additional cost and time incurred for accessing or modifying existing underground connection point(s) for existing utilities which are not installed per electrical code, minimum required depth, depths exceeding industry standard, depths requiring supported excavation applications, unforeseen underground conditions which were not disclosed or existing utilities not identified which come in conflict with our work.

* Electrical Works has no provisions for any well point extraction in this proposal.

Schedule:

* Electrical Works agrees to furnish a sufficient number of qualified workers to perform the work in sequence with a mutual schedule. No provisions have been included for overtime, multiple shifts, weekend or holiday work unless otherwise stated.

*We anticipate a duration of approximately TBD working days or our scope of work during the overall schedule of the project.

*We will rely upon the work of other trades to be completed in a timely manner prior to our follow-on work.

Customer Responsibilities:

For Electrical Works to properly perform the work, the customer shall:

*Provide a safe work environment.

*Allow access to the work site and use of building services including but not limited to: parking, water, restrooms and storage areas.

*Provide Electrical Works with work rules and special instructions prior to the performance of the work.

*Remove obstacles from the work area(s) and keep areas clear of equipment, supplies and materials.

*Allow adequate time/phasing for the work and not impede or delay the performance of Electrical Works' work.

*Provide information in the customer's possession that may aid the performance of the work such as: O&M manuals, operation instructions, as-built drawings, maintenance logs, utility records, etc.

*Promptly notify Electrical Works of any unusual operation conditions.

*Allow Electrical Works to stop, start, shutdown, turn-off and turn-on equipment as necessary to perform the work.

Provide waste disposal facilities. Electrical Works will remove packaging, trash and waste generated in the performance of this work and place in the customer's waste containers.

Signed: _____

Date: _____

Proposal Document (01-08-21)**Project:** Leesburg Club Security Management System Installation Cost Proposal**To:** Boys and Girls Clubs of Central Florida**Attn:** Gary R. Reinneck

Cell: (407) 925-5590

Email: greinneck@bgccf.org

Scope: Turnkey (Specifications --)

Prices were established per the Design Documents, unless otherwise noted below. DynaFire will install all devices and circuits per all applicable codes. DynaFire's Standard Terms and Conditions apply to this quotation. Proposal and any resulting Contract/PO shall be subject the General Terms and Conditions attached hereto. Proposal is based on a mutually agreeable contract. Pricing is valid for (60) days from date of quote.

Detailed Description of Proposed Scope of Work:**Intrusion Detection System:**

Per the owner's representative instructions DynaFire has designed the intrusion detection system with the use of the Honeywell Vista series alarm control unit. DynaFire will provide the following Honeywell hardware to provide an operational intrusion detection system.

1. DynaFire will provide and install one new Honeywell Vista alarm control unit.
2. DynaFire will provide and install one Honeywell IP communicator and integrate the communicator with the customers network to allow the customer to use the Honeywell smartphone control app.
3. DynaFire will provide and install one Honeywell 32-character English display security keypads.
4. DynaFire will provide and install security door contacts at the perimeter entry/exit doors and patio gates.
5. DynaFire will provide and install seven Honeywell 360-degree ceiling mounted motion detectors.
6. DynaFire will provide and install one security panic button at the reception desk, office 101 and the admin office 122.
7. DynaFire will provide and install one security siren.
8. DynaFire will provide and install the systems low voltage cable and cable management hardware.
9. DynaFire will provide all systems programing, detailed shop drawings, equipment submittals and end user operational training

Intrusion Detection Installation Cost: **\$5,015.00****Video Surveillance System:**

DynaFire has priced the video surveillance system with the use of the Hikvision network video recorders and IP style dome cameras. DynaFire will provide the following Hikvision hardware to provide an operational video surveillance system.

1. DynaFire will provide and install one Hikvision 16 camera input network video recorder, the new NVR will be integrated with the locations network for offsite access and have four terabyte internal video storage drive.
2. DynaFire will provide and install the Hikvision two exterior IP dome cameras with mounting hardware.
3. DynaFire will provide and install the Hikvision thirteen interior IP dome cameras with mounting hardware.
4. DynaFire will provide and install a POE style network switch.
5. DynaFire will provide and install the systems low voltage cable and cable management hardware.
6. DynaFire will provide all systems programing, detailed shop drawings, equipment submittals and end user operational training.

Pricing:

Video Surveillance Installation Cost: **\$9,535.00**

Audio Only Intercom System

DynaFire will provide the following intercom hardware.

1. DynaFire will provide and install one Aiphone audio only intercom master station. The intercom master station will be installed on the wall next to the reception desk.
2. DynaFire will provide and install one Aiphone audio intercom door station, the door station will be installed at the exterior main entrance door.
3. DynaFire will integrate the master stations door release button with the door contactors lock power supply for remote lock release functions for the main lobby entrance door.
4. DynaFire will provide and install a wall mounted door lock release button at the reception desk and integrate the unit with the door contactors lock power supply for remote lock release functions for the interior lobby door.
5. DynaFire will provide and install the systems low voltage cable and cable management hardware.
6. DynaFire will provide all systems programing, detailed shop drawings, equipment submittals and end user operational training.

Pricing:

Audio Intercom Installation Cost: **\$840.00**

Exclusions:

DynaFire excludes the electronic lock hardware and associated lock power supplies.

Customer's Responsibilities:

1. To provide a complete conduit raceway with pull-string where required.
2. To provide and install all backboxes, troughs and termination cabinets as required.
3. To provide and install all required underground raceway's with pull-string.
4. To provide and install any necessary fire caulking and/or fire sleeving.
5. To install fire alarm panel back-boxes and any weatherproof back-boxes.
6. To provide and terminate all 120 VAC circuits as required.
7. To provide a common ground for all surge protection equipment.
8. If a lift is required, customer to supply or a separate quote will be provided if desired.
9. To provide electronic CAD files for the creation of engineered shop-drawings.
10. To provide copy of Building Permit(s), Recorded NOC(s) and current Schedule(s).
11. To obtain all Florida PE Seal documentation from the engineer of record as required by the "AHJ" for use of permitting.

DynaFire will provide the following:

Engineered Shop Drawings	Y	Taxes	Y
Product Data Submittals	Y	Labor for Installation	Y
Florida PE Seal	N	Programming	Y
Permitting Fees	N	Functional Pre-Test	Y
Equipment/Wire/Materials	Y	Final Operational Test	Y
Panel Backboxes	Y	End User Training	Y

Project Exclusions:

- "Permitting Fees applied by local AHJ" are NOT included in our scope/pricing"
- DynaFire will prepare and submit a low voltage permit package to the local AHJ as required, and once the approved permit is received and we are advised of the applicable fee(s), DynaFire can then either invoice this exact amount to you separately as a Change Order-or the fees can be paid for in full "by others"
- If customer desires to provide any of the options listed above, DynaFire will provide a credit or deduct.

Thank you for allowing DynaFire to offer our products and services.

Sincerely,

Mike Ahearn

DynaFire

Office 407-830-6500

Cell 407-312-5285

Mike.Ahearn@dynafire.com

Signed: _____

Date: _____

Print Name: _____

Date: _____

"Protecting lives and property through leading technologies and quality service while creating valuable relationships" - DynaFire Mission Statement



Architectural Hardware
Hollow Metal Doors & Frames
Access Control & Intelligent Openings
Architectural Doors & Prehung Doors
Washroom & Workplace Accessories
Commercial Installations & Services

Install Services by
SMI
SILVER METEOR
INSTALLATIONS



Corporate Office;
2721 Regent Street · Orlando, FL 32804
PH 407.298.5600 · FAX: 407-578-2881

* Send Contract Documents to the Corporate Office or email contracts@millsnebraska.com

Locations Across Florida - ORLANDO, LAKE LAND and SUNRISE

DIVISION 8 QUOTATION

QUOTED TO: **Evergreen CM**
Richard Charleson
rcharleson@evergreencm.net

Your Estimator is: Leo Cheung

Phone: **407-472-2743**

lcheung@millsnebraska.com

JOB NAME: **BGCCF - Leesburg Teen Center**
1851 Griffin Rd
Leesburg, FL 34748

Date: **5/26/2021**

Sales Quote #: **20122350**

Plan Date: **1/11/21**

Addendums Seen: **Owner Revision #2**

WE ARE PLEASED TO SUBMIT THE FOLLOWING COST OF MATERIALS ESTIMATE FOR ACCEPTANCE WITHIN THIRTY DAYS

PURSUANT TO THE TERMS AND CONDITIONS STATED IN OUR CREDIT AGREEMENT.

DESCRIPTION	PRICE
OWNER'S REVISION #2	
1) Supplying HM frame, wood door, and hardware for Door 101G (excludes install) HM frame is sidelite elevation 6, continuously welded, 16 ga, cold rolled steel, 5-3/4 jamb Wood Door is struct comp lumber core, elevation G2 (two half lites), PS white birch Hardware is set 13 (excludes push button and power supply)	\$ 2,388.00
2) Supplying and Installing Auto Operators per new Hardware Set 2.1 (Door 100B) Includes 1 ea Yale 2153 key switch, 1 ea Norton 6342K3 689 operator kit, 1 ea Norton 6342 689 operator, 1 ea Norton 539 receiver Excludes wave sensor actuators, harnesses, power supply, push buttons, transmitters, receivers, and wiring	\$ 7,519.00
Material Sub Total	\$ 9,907.00
Tax	\$ 644.42
Material Total	\$ 10,551.00
INSTALL (Auto Operators for 100B - installing only what is supplied)	\$ 1,714.00
Exclusions 1 Glass & Glazing. 2 Aluminum Doors, Frames, Hardware & installation of same. 3 STC rated doors/frames	
In the event of changes in tariffs that directly impact the cost of materials in this quote (and if awarded, the subcontract and/or change orders therewith, and after execution of said documents), subcontractor reserves the right to submit a change order for the amount of the additional tariff as a last resort if tariff avoidance is not feasible through switching to a domestic supply chain of other means	
Materials furnished only, F.O.B. Job site, tailgate delivery	
All materials are based on standard factory lead times after approved submittals are received.	
Manufacturers standard warranties apply, Permits and Fees by others.	
Grand Total	\$ 12,265.00

DIAMOND ARCHITECTURAL GLASS, INC.			
CHANGE ORDER REQUEST BREAKDOWN			
		DATE:	
JOB NAME:	Leesburg Teen Center	DUE DATE & TIME:	
LOCATION:		SECTIONS:	
CHANGE REQ: #	Door Hardware Add		
Swing Doors		9/16 TINTED IMPACT	
Alum. Frames		1 5/16 INS IMPACT	
Door hardware	\$ 7,825.00	TRIP-FUEL CHARGE	
Frame Assemb. Screws	\$ 25.00		
Frame Anchor Screws		Drills & Bits	
Setting Blocks		Misc. List	
Shims (Wood/PI)		Spec. Hoist Eq.	
door closer credit	\$ (590.00)	Notice to Owners	
Cauk 2.50 per ft		Phone, Fax, Postage	
Masking Tape		Bl. Prints, Shop Dwg.	
Mineral Sp./MEK		1/4" Cl. Temp.	
Paper Towels		1/4" Br/Gr. Temp	
Alum. Br. Metal		1/4" Clear Ann.	
1/4" Door Lites		1/4" Br/Gr. Ann.	
Alum. Extrusions		Wire Glass	
Misc. Alum. Shapes		1/4" Mirrors	
Freight	\$ 685.00	Mirror Clips	
Spec. Anchors		Insulating Glass	
Alum. Curtainwall		Spandrel Glass	
Steel Reinf.		Scaffolding	
COLUMN TOTALS (A)	\$ 7,945.00	COLUMN TOTALS (B)	\$ -
TOTAL MATERIAL COST:	Column A:	\$ 7,945.00	
	Column B:	\$ -	
	SUB-TOTAL	\$ 7,945.00	
	7% SALES TAX	\$ 556.15	
	SUB-TOTAL	\$ 8,501.15	
LABOR HOURS	16		
HOURLY RATE =	\$ 78.00	\$ 1,248.00	
	SUB-TOTAL	\$ 9,749.15	
MARKUP: (%)	10	\$ 974.92	
	TOTAL NET PRICE	\$ 10,724.07	



Material Proposal

Estimator: **Jeremy Steiner**

Phone: **479-756-4493**

Fax: **888-874-6422**

E-mail: jeremy.steiner@arconic.com

Sales Rep: **Frank Gigliotti, Jr**

Phone:

E-mail:

Job Name: **Leesburg Teen Center**

Job Number: **1011163E-006**

Date Sent: **07/16/2021**

DIAMOND ARCH GLASS INC

P O BOX 521742

LONGWOOD, FL, 32752-1742

Attention: **Mark Rogers**

Phone: 407 331-7780

Fax: 407 339-2285

Cust #: **2070**

Cust Email: mrogers@daglassinc.com

This Material Proposal is based on:

7/16/21 | Update hardware info.

This Material Proposal includes:

DOES NOT INCLUDE RECYCLED CONTENT BILLET

Item Description:

1. TRIFAB VG 451T CTR - - S/L

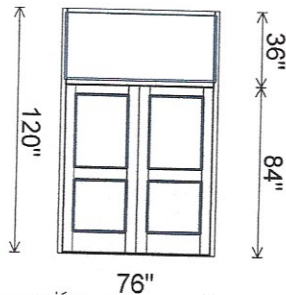
Add on Items

Qty	Code	Finish	Size	Description
2	450017	(UC109986) Redwood	289	NO POCKET CORNER HALF (TF II 451 & 451T)
21	451CG004	(UC109986) Redwood	289	GLASS STOP / CENTER
20	451T026	17 Clear 0.4 mil	289	THERMAL POCKET FILLER 451T
21	451TCG001	(UC109986) Redwood	289	MULLION/SILL/JAMB
6	451TCG002	(UC109986) Redwood	289	THERMAL POCKET FILLER
7	451TCG003	(UC109986) Redwood	289	OPEN BACK HORIZONTAL
8	451TCG011	(UC109986) Redwood	289	TUBE HORIZONTAL
7	451TCG014	(UC109986) Redwood	289	451T SILL / CENTER
3	451TCG015	(UC109986) Redwood	289	90DEG ONE POCKET CORNER HALF
8	451TVG037	(UC109986) Redwood	289	451T HP SILL FLASHING
94	027073	00 Non-Finished		SETTING BLOCK
6	601CG524	00 Non-Finished		SILL SHEAR BLOCK PACKAGE
52	451TVG316	00 Non-Finished		END DAM / SCREW APPLIED / ABS
108	027081	00 Non-Finished		SETTING BLK .1875X1.250X4.125
6	451165	00 Non-Finished		SILL FLASHING END CAP
24	451CG525	00 Non-Finished		SILL SHEAR BLOCK PKG
200	127043	00 Non-Finished		WEATHERING
3000	027074	00 Non-Finished		FIXED / WEDGE GASKET
108	451105	00 Non-Finished		WATER DEFLECTOR

Job Name: **Leesburg Teen Center**
 Job Number: **1011163E-006**

210	128407	00 Non-Finished	#10 x 7/16" PH-TF
600	028856	00 Non-Finished	#12 x 1-1/8" PH-SD-SM
208	028808	00 Non-Finished	#8 x 1/2" PH-SD-SM
158	480520	00 Non-Finished	W-BLOCK

Item Description:	Finish:	Quantity:
2. 100A	(UC109986) Redwood	1

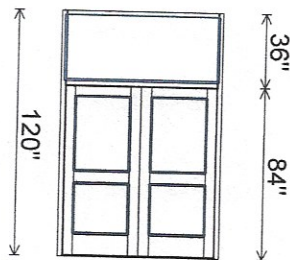


CUSTOMER TO CONFIRM
ALL SIZES & HANDING

Options

DOW 72
 DOH 84
 FrameType TFVG451T (Non-Thermal)
 Thold K-Std Threshold
 GlazingPosition Center Glaze
 Frm Glazing {1"} (CG - OSG)
 DrType 500
 Hand S/A PR (LHOS Active) OUT-SWING
 Top Dr Rail 200025/5"/SW
 Btm Dr Rail 200038/10" SW
 DrGlass 200045 1" Square glass stop
 DrSweep Kawneer Standard
 1stXRail 200053 6" Muntin
 Hinge Info K-CONTINUOUS HINGE
 Lock Info 1686 CR
 ExtLckOp K-Std Cylinder
 PPull Info CO-9 (#14)
 Closer Info Provide LCN 4040XP/No HO
 DropPlates LCN 4040-18(035667)
 ActLfDOW {36"} - Std Pair
 Comments: Kawneer standard hardware included.

Item Description:	Finish:	Quantity:
3. 101F	(UC109986) Redwood	1



CUSTOMER TO CONFIRM
ALL SIZES & HANDING

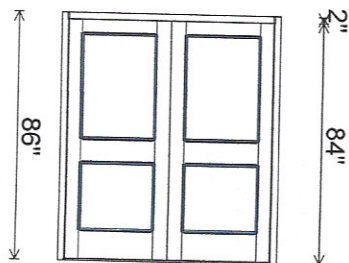
Options

DOW 74
 DOH 84
 FrameType TFVG451T (Non-Thermal)
 Thold K-Std Threshold
 GlazingPosition Center Glaze
 Frm Glazing {1"} (CG - OSG)
 DrType 500
 Hand S/A PR (LHOS Active) OUT-SWING
 Top Dr Rail 200025/5"/SW
 Btm Dr Rail 200038/10" SW
 DrGlass 200045 1" Square glass stop
 DrSweep Kawneer Standard
 1stXRail 200053 6" Muntin
 Hinge Info K-CONTINUOUS HINGE
 Lock Info 1686 CR
 ExtLckOp K-Std Cylinder

Job Name: **Leesburg Teen Center**
 Job Number: **1011163E-006**

PPull Info CO-9 (#14)
 Closer Info Provide LCN 4040XP/No HO
 DropPlates LCN 4040-18(035667)
 ActLfDOW {37"} - Std Pair
 Comments: Kawneer standard hardware included.

Item Description:	Finish:	Quantity:
4. 106A/119A	(UC109986) Redwood	2

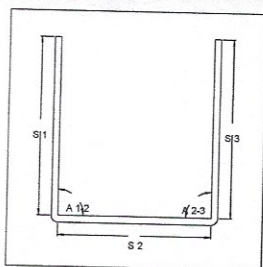


CUSTOMER TO CONFIRM
ALL SIZES & HANDING

Options

DOW 72
 DOH 84
 FrameType TFVG451T (Non-Thermal)
 Thold K-Std Threshold
 GlazingPosition Center Glaze
 DrType 500
 Hand S/A PR (LHOS Active) OUT-SWING
 Top Dr Rail 200025/5"/SW
 Btm Dr Rail 200038/10" SW
 DrGlass 200045 1" Square glass stop
 DrSweep Kawneer Standard
 1stXRail 200059 8-1/4" Muntin
 Hinge Info K-CONTINUOUS HINGE
 Lock Info 1686 CR
 ExtLckOp K-Std Cylinder
 PPull Info CO-9 (#14)
 Closer Info Provide LCN 4040XP/No HO
 DropPlates LCN 4040-18(035667)
 ActLfDOW {36"} - Std Pair
 Comments: Kawneer standard hardware included.

Item Description:	Finish:	Quantity:
5. Brake Shape 2 (Channel)	(UC109986) Redwood	2

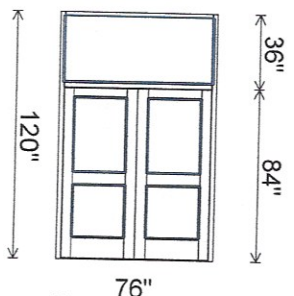


Options

Length 120
 Girth 14.125
 Bends 2
 Side1 2
 Angle 1-2 90
 Side2 10
 Angle 2-3 90
 Side3 2
 Thickness .125 (020125)

Job Name: **Leesburg Teen Center**
Job Number: **1011163E-006**

Item Description:	Finish:	Quantity:
6. 100B	(UC109986) Redwood	1



**CUSTOMER TO CONFIRM
ALL SIZES & HANDING**

Options

DOW 72
DOH 84
FrameType TFG451T (Non-Thermal)
Thold K-Std Threshold
GlazingPosition Center Glaze
Frm Glazing {1"} (CG - OSG)

DrType 500
Hand S/A PR (LHOS Active) OUT-SWING
Top Dr Rail 200025/5"/SW
Btm Dr Rail 200038/10" SW
DrGlass 200045 1" Square glass stop
DrSweep Kawneer Standard
1stXRail 200053 6" Muntin
Hinge Info K-CONTINUOUS HINGE
Lock Info 1686 CR
ExtLckOp K-Std Cylinder
PPull Info CO-9 (#14)
Closer Info Provide LCN 4040XP/No HO
DropPlates LCN 4040-18 (035667)
ActLfDOW {36"} - Std Pair
Comments: Kawneer standard hardware included.

Total Base Bid:

\$USD

24,875.00

Alternates, Adds & Deducts

Add to include prep and apply of custom hardware set 2.1, provided and installed by Kawneer: +\$7,825.00.
A credit of \$590.00. will be included to remove the LCN closers in lieu of the auto operators below.

Included hardware in add:

NORTON D6021-36-D (PUSH PAIR) 72" 689 DBL SURF OPERATOR
1 SECURITRON MKA2 630 KEY SWITCH
NORTON 700 630 TOUCHLESS WALL SWITCH
2 MCKINNEY QC-C1500P-15'2" QC-12 NA WIRE HARNESS
2 MCKINNEY QC-C300P-38" QC-12 NA WIRE HARNESS
1 SECURITRON AQD2-8F8R2 NA POWER SUPPLY
SPG ENGINEERIN RISER DIAGRAM 3 - COMPLICATED NA CUSTOM DIAGRAM
WIRING DIAGRAM 3-COMPLICATED DEGREE OF ELECTRICAL COMPONENTS
1 SPG ENGINEERING NA POINT TO POINT

Project Notes

The above TriFab 451T is based on 24 elevations for 1,071 sq. ft.
Elevations: SF1, SF2, SF3, and SF4.

Brake metal wrap quoted at 10" steel column.
Steel column excluded. Not by Kawneer.

8" post mullion quoted as 2 halves of 451TCG015.

Job Name: Leesburg Teen Center
Job Number: 1011163E-006

4 1/2" mullion quoted as 451TCG015.

Doors: 5 thus for 270 sq. ft.

Terms and Conditions

Note, the prices contained in this estimate are valid for 30 days, and if accepted, are still subject to an inflation add if the materials are not shipped within 6 months of this estimate. The products on this Material Proposal are warranted for a period of 2 years.

QUALIFICATIONS

- **Estimator's Disclaimer**

This pricing is based on Kawneer's interpretation of the customer's take-off and quantities and / or plans and specs. Please verify all products and materials along with their quantities provided in this proposal prior to bidding this project and prior to order entry. Verification of part numbers, quantities, and finishes listed on the proposal is the responsibility of the customer. **ANY** changes in part numbers, quantities, or finishes will require a change in the quoted amount. All shop drawings, engineering, and takeoff are by the customer, the customer will be responsible for providing an itemized stock length list of materials with purchase order.

- **Finish**

Finish: Finish is based on a Kynar 500, PPG, 2-coat standard stock #22 (Non-Exotic, Non-Metallic, Non-Sun storm, Non-Powder) Paint. Any other finish may result in an increase to the estimate.

- **Anchoring Support**

This proposal is based on adequate support of elevation(s) being provided at head, sill, and jambs (without the use of strap anchors or other custom anchoring systems) and as required at intermediate floor locations. All Structural support, support design & custom anchoring are by others.

- **Not Included (unless specifically noted as being supplied in the body of this proposal)**

Brakes, Extended Warranties, Fabrication, Fabrication prior to finishing, cutting to size of stock lengths, flashing, Glass & Glazing labor, Material Take-off, Mock Ups, P.E. Licensed Stamp, Perimeter Anchors, Protective/Strippable Coatings, Shop Drawings, Special or Field Testing, Laboratory Testing, Special Samples, Steel Reinforcing, Concealed Flashing, Structural Calculations, Provisions for LEED, Strap Anchors, Blinds, Silicone, Subsills, Head and Jamb Receptors, Snap Trim, Panning Trim, Sill Flashing & Head Flashing.

Job Name: **Leesburg Teen Center**
Job Number: **1011163E-006**

Acceptance of this Material Proposal includes acceptance of Kawneer's Standard Warranty and Terms and Conditions of Sale which can be found on kawneer.com or kawneerdirect.com. Any proposal for additional or different items is a material alteration of the Material Proposal, and will not be binding upon Kawneer. If you cannot locate your copy of Kawneer's catalogs Kawneer's Standard Terms and Conditions, please advise us and a copy will be forwarded promptly.

This Material Proposal is neither a contract, nor an offer.

Prices given here-in do not include taxes, if applicable, and are Net Sell Prices and are not subject to additional discount. Please include this Material Proposal number when submitting your purchase order. Thank you for your order!

KAWNEER hereby disclaims all liability for, and is not responsible or liable for, any damages or costs that may result herein from use of its products in individual single family residences.

This pricing is based on Kawneer's interpretation of the Customer's plans and specifications and/or take-off and quantities. Prior to order entry, verification of part numbers, quantities and finishes listed on the proposal is the responsibility of the Customer. Any changes in part numbers, quantities, or finishes will require a change in the quoted amount. Review of your application and anchoring of these materials, structural calculations, and shop drawings are not included in this quotation unless otherwise noted.

Kawneer offers Manufacturer's Field Installation Service for a travel fee of \$2000/day. The Manufacturer's Field Installation Service includes Kawneer's review of the installation, witness field testing, or other inspections as requested by the applicable project specifications, the customer, the owner, GC or architect. The travel fee for the Manufacturer's Field Installation Service will be an additional charge unless specifically included in this project proposal. Please note that this service does not provide Installer's Certification (by Kawneer) but a review of the product installation against Kawneer's recommended practices and installation instructions and a written report. This service does not cover custom applications not designed by Kawneer.

This quotation is based on using standard EPDM setting blocks and side blocks. If the products in this proposal are being glazed with Viracon glass, please check with a Viracon representative on compatibility with EPDM. Viracon may require the use of silicone setting and side blocks which would result in an added price and an increase in lead times."

NFRC manufacturer's label certificates, required by the IECC and ASHRAE 90.1 energy codes, are acceptable in most states and are located on KawneerDirect in the Resource Center at no charge. Third party NFRC component Modeling Approach (CMA) label certificates required by some states and local jurisdictions are available from an Approved Calculation Entity (ACE) for a fee. If the ACE fees and other costs associated with third party certification are not included in this bid proposal, please consider these additional costs in your project bid. In addition, Providing CMA label certificate requires the use of glazing panes that are in the International Glazing Database (IGDB) that have been assigned IGDB numbers. If using glazing panes that do not meet this criterion, NFRC CMA label certificates cannot be provided.

As anodizing is translucent, allowing the natural appearance of the metal to show through the coating, the finish is dependent on the aluminum composition as well as the anodizing process itself. Slight differences in the composition and anodizing process can have a significant effect on anodizing color. Given that some color variation will exist, Kawneer produces to a target color using AAMA 611 "Voluntary Specification for Anodized Architectural Aluminum" as a production guide for anodizing. This standard allows for a range of 5 DE (CMC) color difference. Each piece of anodized aluminum will be close to this target color but will not be an exact match.

If this project has a painted finish and the paint color selected is a PPG "Sunstorm" (typically designated with an 'F' at the end of the paint code), Kawneer reserves the right to substitute a Valspar equivalent.

Job Name: **Leesburg Teen Center**
 Job Number: **1011163E-006**

JANUARY, 2019
 EC 97914-033

Kawneer - California Prop 65 Warnings

1

DISCLAIMER

Pursuant to California Proposition 65 (California H&S Code § 25249.6 et seq. and supporting regulations, including 27 C.C.R. § 25600 et seq., and specifically pursuant to 27 C.C.R. § 25600.2) some products we sell, as shown below, may result in an exposure to one or more Proposition 65 listed chemicals requiring warnings in occupational and/or consumer settings. This product listing includes the name of at least one Proposition 65 chemical used in the production of each specific product listed. Additional Proposition 65 chemicals may be disclosed in our Safety Data Sheets. It is important to understand the Proposition 65 list includes more than 800 chemicals. This disclosure should not be construed as a warranty that no other listed chemicals are present in detectable levels. If you determine that consumer exposures are possible at levels requiring warnings under Proposition 65, any warning obligations may be satisfied by providing warnings to consumers in a fashion consistent with the California Proposition 65 regulations regarding clear and reasonable warnings, effective August 30, 2018 (27 C.C.R. § 25600 et seq.). If you are not a retail seller, it is recommended you provide this information to the retail seller or to the manufacturer, wholesaler, distributor, or such other person who is able to pass along this information in the product commerce stream. For more information visit www.P65Warnings.ca.gov

Product Name	Product Use	Prop 65 Warning Statement
Painted Architectural Aluminum Extrusions	Various building materials, fabricated aluminum doors, windows, patio enclosures and curtain walls	⚠ WARNING: This product can expose you to chemicals including Chromium (hexavalent compounds), which is known to the State of California to cause cancer and birth defects or other reproductive harm. For more information go to www.P65Warnings.ca.gov
Fluoropolymer Paints	Touch-up paints for aluminum extrusions	⚠ WARNING: This product can expose you to chemicals including Ethylbenzene which are known to the State of California to cause cancer, and Toluene, which is known to the State of California to cause birth defects or other reproductive harm. For more information go to www.P65Warnings.ca.gov
Acrylic Paints	Touch-up paints for aluminum extrusions	⚠ WARNING: This product can expose you to chemicals including Ethylbenzene which are known to the State of California to cause cancer, and Toluene, which is known to the State of California to cause birth defects or other reproductive harm. For more information go to www.P65Warnings.ca.gov
Thermal Break Filled Extrusions	Architectural/building materials	⚠ WARNING: This product can expose you to chemicals including Chromium (hexavalent compounds), which is known to the State of California to cause cancer and birth defects or other reproductive harm. For more information go to www.P65Warnings.ca.gov
Fiberglass Pressure Plate, 162562, with residual styrene	Curtain Wall Pressure Plate	⚠ WARNING: This product can expose you to chemicals including Glass Wool Fibers and Styrene which are known to the state of California to cause cancer. For more information go to www.P65Warnings.ca.gov
SU Series Resin - Component B	Thermal Break Resin - Part B	⚠ WARNING: This product can expose you to chemicals including Ethylene Glycol which is known to the state of California to cause birth defects or other reproductive harm. For more information go to www.P65Warnings.ca.gov
White Bronze Hardware	Hardware	⚠ WARNING: This product can expose you to chemicals including Lead Compounds, which is known to the State of California to cause cancer and birth defects or other reproductive harm. For more information go to www.P65Warnings.ca.gov
Manganese Bronze Hardware	Hardware	⚠ WARNING: This product can expose you to chemicals including Lead Compounds, which is known to the State of California to cause cancer and birth defects or other reproductive harm. For more information go to www.P65Warnings.ca.gov
Hot Rolled Carbon Steel	Steel Reinforcing	⚠ WARNING: This product can expose you to chemicals including Lead Compounds, which is known to the State of California to cause cancer and birth defects or other reproductive harm. For more information go to www.P65Warnings.ca.gov
Door and Window Seals	Weather Stripping	⚠ WARNING: This product can expose you to chemicals including Carbon Black and Styrene which are known to the state of California to cause cancer. For more information go to www.P65Warnings.ca.gov

Laws and building and safety codes governing the design and use of glazed entrance, window, and curtain wall products vary widely. Kawneer does not control the selection of product configurations, operating hardware, or glazing materials, and assumes no responsibility therefor.

Kawneer reserves the right to change configuration without prior notice when deemed necessary for product improvement.
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kawneer.com

WTY201EN

KAWNEER
 AN ARCONIC COMPANY



Evergreen Construction

30941 Suneagle Drive
Mt Dora, FL 32757
352-227-1460

Proposed Change Order

PCO Number: 005
PCO Date: Jun 28, 2021

Bill To:

City of Leesburg
PO Box 491286
Leesburg, FL 34749-1286

Job Site:

1851 Griffin Road
Leesburg, FL 34748

Reference: City of Leesburg Teen Center - 21-02

Description of Work
<i>Building Metering</i> Provide separate metering for new facilities

Self-Performed Worked	Amount
Bond @ 1% of \$13,877.52	138.78
General Liability @ 1.3% of \$13,877.52	180.41

Subcontract work	Amount
Metering Equipment	3,925.00
Metering Equipment Install	2,159.44
Main Power changes upsize equipment, conduit & wire	7,793.08

OH&P	709.84
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TOTAL	\$14,906.55
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Quote Number	00007399	Created Date	6/28/2021
Quote Name	Evergreen Construction RFQ 062821	Expiration Date	7/28/2021
Prepared For	Shawn Howard	Ship To Name	CPH Inc. - Corporate HQ
Bill To Name	CPH Inc. - Corporate HQ	Ship To	500 West Fulton Street
Bill To	500 West Fulton Street		Sanford, FL 32771
	Sanford, FL 32771		United States
	United States		

Quantity	Product	Description	Unit Price	Total Price
1.00	EM133HACS60HzHACDC	EM133-HACS-60Hz-H-ACDC	\$570.00	\$570.00
1.00	COMETHD	COMETH-D - ETH Module DIN for EM133/ETCOne	\$305.00	\$305.00
3.00	CS8S	CS8S : 800A Split Core HACSensor Does not require shorting switches	\$135.00	\$405.00
1.00	SP1733	SP1733 Pre-wired Standard Enclosure: 14 H x 12 W x 6 D in., NEMA Type 1 Enclosure 1 - 3 Pole Breaker (Voltage Inputs) 1 - 1 Pole Breaker (Meter Power Supply) 1 - 6 Pole Shorting Block (Current Inputs)	\$645.00	\$645.00
1.00	XPC-SET	Part #: XPC-SET (Commercial/Industrial) Description: Site Build-One Time Activation Charge	\$900.00	\$900.00
1.00	XPC-CONFIG-BM	Part #: XPC-CONFIG-BM (Commercial/Industrial) Description: System Configuration-One Time Charge: Price Per Meter PM130, EM133, PM135 & PM172	\$20.00	\$20.00
1.00	XPC-BM-RR	Part #: XPC-BM-RR (Commercial/Industrial) Description: Monitoring, Data Aquisition & Storage-Monthly Charge : Price Per Meter PM130, EM133, PM135 & PM172 - \$20.00 per meter x 12 months = \$300.00	\$300.00	\$300.00
1.00	XPC-BIL-RR	Part #: XPC-BIL-RR (Commercial/Industrial) Description: Electronic Bill Generation : Billing service-monthly utility rate verification, tenant access portal, tenant monthly data analysis, on-line support, help desk - \$15 per bill x 12 months = \$180.00	\$180.00	\$180.00
1.00	OS-eXp-TRN-0.5D	Part #: OS-eXp-TRN-0.5 Description: eXpert Power "Remote" Training per half a day	\$600.00	\$600.00

Grand Total \$3,925.00

Prepared By Chris Taylor
 Email ctaylor@satecinc.com
 Company Address 10 Milltown Court
 Union, New Jersey 07083
 United States

Please note that quotation does not include Shipping or Handling charges.

Terms: Net 30 (with approved credit) or credit card.

Extended Warranties are available for all metering products. Call us at 908-686-9510 for more information.



FOB: Union, NJ

Delivery Meters: Stock to 3 Weeks ARO
SP Products 4-6 Weeks ARO

8010 US Hwy 441
Leesburg, FL 34788
www.ElectricalWorksFlorida.com
(352)460-0810



Evergreen Construction/Leesburg Teen Center
1851 Griffin Road
Leesburg, FL 34748

Estimate # 4880

Estimate Date 07-15-21

Total \$7,793.08

Item	Description	Unit Cost	Quantity	Line Total
(none)	Email Sent from GC 6/28/21	\$0.00	1.0	\$0.00
	Change Order for Plans E301, E201, E101 - Dated 06/15/21 "Electrical Revision"			
(none)	Feeder wiring and conduit changes / panelboard changes. Panel D changed from 250amp to 600amp. Relocate Roof Top Unit Feeders to Panel D	\$7,793.08	1.0	\$7,793.08
	Original Labor Hours - 86.51 @ 81.89 per hour = \$7,084.31			
	Original Materials Cost - \$14,339.68			
	250'- 3" PVC CONDUIT			
	2- 3" PVC CONNECTOR			
	6- 3" PVC COUPLING			
	2- 3" PVC 90's			
	250'- 2.5" PVC CONDUIT			
	2- 2.5" PVC CONNECTOR			
	6- 2.5" PVC COUPLING			
	2- 2.5" PVC 90's			
	350'- 1.25" PVC CONDUIT			
	4- 1.25" PVC CONNECTOR			
	6- 1.25" PVC COUPLING			
	4- 1.25" PVC 90's			
	1- 225AMP ILINE BREAKER 3POLE			
	1- 250AMP ILINE BREAKER 3POLE			
	2- 90AMP ILINE BREAKER 3POLE			
	1050'- #3 THHN CU			
	350'- #8 THHN CU			
	500'- #4 THHN CU			
	1000'- 4/0 THHN CU			
	1000'- 250MCM THHN CU			
	250AMP PANELBOARD			

Original Total - \$21,423.99

Revised Labor Hours - 138.23 @ 81.89 per hour = \$11,319.65

Revised Materials Costs - \$17,897.42

500'- 3" EMT CONDUIT
4- 3" EMT CONNECTOR
50- 3" EMT COUPLING
6- 3" EMT 90's
50- 3" EMT STRAPS
180'- 1.25" EMT CONDUIT
4- 1.25" EMT CONNECTOR
6- 1.25" EMT COUPLING
4- 1.25" EMT 90's
540'- #3 THHN CU
180'- #8 THHN CU
1- 600AMP ILINE BREAKER 3POLE
2000'- 500MCM XHHW ALU
500'- 2/0 XHHW ALU
600AMP PANELBOARD

New Total - \$29,217.07

Additional Charge fo C/O - \$7,793.08

THIS IS AN ESTIMATE

Disclaimer

- * All materials property of Electrical Works, until paid in full.
- * No Change of Venue.
- * By proceeding, you agree to our terms and conditions, which can be viewed at our office.
- * Any repairs to walls, ceilings, floors, and soffits will be repaired by owner and at owners expense.
- * All cancellations require a minimum 12 hour notice, if not, a minimum truck fee will be billed @ \$75.00.
- * All estimates over \$1,000.00 require a 50% down payment, with the remaining balance to paid upon completion of work unless notated otherwise in the estimate.
- * Any and all deposits paid are non-refundable.
- * Estimates are based on items listed, any additional work or changes will be billed at additional cost.

Qualifications and Clarifications:

* Inclusions:

*

*Exclusions:

- * Normal maintenance including but not limited to: cleaning, torque and tightening
- *Asbestos (and other hazardous substances) identification, detection or abatement.
- *Patching and painting of finished surfaces.

Subtotal	\$7,793.08
Tax	\$0.00
Estimate Total	\$7,793.08

* Any electrical item designated on plans / specs that do not have a circuit # and panel designation associated with such items unless otherwise noted above.

* We intend to complete all work in accordance with local & national electrical codes for the work described above. Repairs to existing wiring and systems that do not comply with codes or regulations are excluded unless otherwise noted herewith.

* Repairs to existing inoperable equipment are excluded unless otherwise noted herewith.

* We guarantee our work to be free from defects for one year from completion. Repairs to defective workmanship or materials within this period will be made at no cost. This warranty excludes: unauthorized service, misuse, negligent care, improper maintenance, reused products, items furnished by others, lamps, unusual wear and tear, vandalism, obsolescence, weather damage or other cause beyond Electrical Works control.

* Electrical Works has made no provisions for additional cost and time incurred for accessing or modifying existing underground connection point(s) for existing utilities which are not installed per electrical code, minimum required depth, depths exceeding industry standard, depths requiring supported excavation applications, unforeseen underground conditions which were not disclosed or existing utilities not identified which come in conflict with our work.

* Electrical Works has no provisions for any well point extraction in this proposal.

Schedule:

* Electrical Works agrees to furnish a sufficient number of qualified workers to perform the work in sequence with a mutual schedule. No provisions have been included for overtime, multiple shifts, weekend or holiday work unless otherwise stated.

*We anticipate a duration of approximately TBD working days or our scope of work during the overall schedule of the project.

*We will rely upon the work of other trades to be completed in a timely manner prior to our follow-on work.

Customer Responsibilities:

For Electrical Works to properly perform the work, the customer shall:

*Provide a safe work environment.

*Allow access to the work site and use of building services including but not limited to: parking, water, restrooms and storage areas.

*Provide Electrical Works with work rules and special instructions prior to the performance of the work.

*Remove obstacles from the work area(s) and keep areas clear of equipment, supplies and materials.

*Allow adequate time/phasing for the work and not impede or delay the performance of Electrical Works' work.

*Provide information in the customer's possession that may aid the performance of the work such as: O&M manuals, operation instructions, as-built drawings, maintenance logs, utility records, etc.

*Promptly notify Electrical Works of any unusual operation conditions.

*Allow Electrical Works to stop, start, shutdown, turn-off and turn-on equipment as necessary to perform the work.

Provide waste disposal facilities. Electrical Works will remove packaging, trash and waste generated in the performance of this work and place in the customer's waste containers.

Signed: _____

Date: _____

8010 US Hwy 441
Leesburg, FL 34788
www.ElectricalWorksFlorida.com
(352)460-0810



Evergreen Construction/Leesburg Teen Center
1851 Griffin Road
Leesburg, FL 34748

Estimate # 4812

Estimate Date 06-28-21

Total **\$2,159.44**

Item	Description	Unit Cost	Quantity	Line Total
(none)	Change Order for (1) Customer Owned Metering Service	\$0.00	1.0	\$0.00
	All metering parts and componets are to be provided by others, installed by Electrical Works.			
(none)	Materials Cost - N/A	\$2,159.44	1.0	\$2,159.44
	Labor Hours - 26.37 @ 81.89 per hour = \$2,159.44			
	Total - \$2,159.44			

THIS IS AN ESTIMATE

Subtotal **\$2,159.44**

Tax \$0.00

Disclaimer

Estimate Total **\$2,159.44**

- * All materials property of Electrical Works, until paid in full.
- * No Change of Venue.
- * By proceeding, you agree to our terms and conditions, which can be viewed at our office.
- * Any repairs to walls, ceilings, floors, and soffits will be repaired by owner and at owners expense.
- * All cancellations require a minimum 12 hour notice, if not, a minimum truck fee will be billed @ \$75.00.
- * All estimates over \$1,000.00 require a 50% down payment, with the remaining balance to paid upon completion of work unless notated otherwise in the estimate.
- * Any and all deposits paid are non-refundable.
- * Estimates are based on items listed, any additional work or changes will be billed at additional cost.

Qualifications and Clarifications:

* Inclusions:

*

*Exclusions:

- * Normal maintenance including but not limited to: cleaning, torque and tightening
- *Asbestos (and other hazardous substances) identification, detection or abatement.

*Patching and painting of finished surfaces.

* Any electrical item designated on plans / specs that do not have a circuit # and panel designation associated with such items unless otherwise noted above.

* We intend to complete all work in accordance with local & national electrical codes for the work described above. Repairs to existing wiring and systems that do not comply with codes or regulations are excluded unless otherwise noted herewith.

* Repairs to existing inoperable equipment are excluded unless otherwise noted herewith.

* We guarantee our work to be free from defects for one year from completion. Repairs to defective workmanship or materials within this period will be made at no cost. This warranty excludes: unauthorized service, misuse, negligent care, improper maintenance, reused products, items furnished by others, lamps, unusual wear and tear, vandalism, obsolescence, weather damage or other cause beyond Electrical Works control.

* Electrical Works has made no provisions for additional cost and time incurred for accessing or modifying existing underground connection point(s) for existing utilities which are not installed per electrical code, minimum required depth, depths exceeding industry standard, depths requiring supported excavation applications, unforeseen underground conditions which were not disclosed or existing utilities not identified which come in conflict with our work.

* Electrical Works has no provisions for any well point extraction in this proposal.

Schedule:

* Electrical Works agrees to furnish a sufficient number of qualified workers to perform the work in sequence with a mutual schedule. No provisions have been included for overtime, multiple shifts, weekend or holiday work unless otherwise stated.

*We anticipate a duration of approximately TBD working days or our scope of work during the overall schedule of the project.

*We will rely upon the work of other trades to be completed in a timely manner prior to our follow-on work.

Customer Responsibilities:

For Electrical Works to properly perform the work, the customer shall:

*Provide a safe work environment.

*Allow access to the work site and use of building services including but not limited to: parking, water, restrooms and storage areas.

*Provide Electrical Works with work rules and special instructions prior to the performance of the work.

*Remove obstacles from the work area(s) and keep areas clear of equipment, supplies and materials.

*Allow adequate time/phasing for the work and not impede or delay the performance of Electrical Works' work.

*Provide information in the customer's possession that may aid the performance of the work such as: O&M manuals, operation instructions, as-built drawings, maintenance logs, utility records, etc.

*Promptly notify Electrical Works of any unusual operation conditions.

*Allow Electrical Works to stop, start, shutdown, turn-off and turn-on equipment as necessary to perform the work.

Provide waste disposal facilities. Electrical Works will remove packaging, trash and waste generated in the performance of this work and place in the customer's waste containers.

Signed: _____

Date: _____

□



Evergreen Construction

30941 Suneagle Drive
Mt Dora, FL 32757
352-227-1460

Proposed Change Order

PCO Number: 007
PCO Date: Jul 6, 2021

Bill To:

City of Leesburg
PO Box 491286
Leesburg, FL 34749-1286

Job Site:

1851 Griffin Road
Leesburg, FL 34748

Reference: 21-02 City of Leesburg Teen Center - 21-02

Description of Work
<i>Fencing</i> \$5,000.00 allowance carried in Bid \$43,605.00 6' High Total black Ameristar Montage Majestic Industrial 1" Picket Ornamental Steel Fence (\$38,605.00) cost difference

Self-Performed Worked	Amount
Bond @ 1% of \$38,605.00	386.05
General Liability @ 1.3% of \$38,605.00	501.87

Subcontract work	Amount
Rose Fence	38,605.00

OH&P	1,974.65
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TOTAL	\$41,467.57
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Rose Fence Company



7310 Old Cheney Hwy ♦ Orlando, FL 32807

Ph: 407.382.5000 ♦ Fax: 407.384.2299

Email: inforose@rosefencecompany.com

License # CGC#060180

Date: September 20, 2021

Evergreen Construction
30941 Suneagle Drive
Mount Dora, FL. 32757

Attn: Shawn Howard

Ref: Leesburg Teen Center Fence
Bids:

Dear Shawn,

I am pleased to offer the following quote.

- 1) Youth Outdoor Lounge: To furnish and install 71 LF of 6' high Black Ameristar Montage Majestic Industrial 1" picket Ornamental steel fence core drilled into concrete slab with 2 – 42" wide single swing Panic gates W/Mullion in the middle, panic hardware, gates & side panels will have expanded metal mesh for anti-reach through, 2 - rim cylinders for keyed entry (cores by owner) and Mammoth Hydraulic self-closing hinges. \$ 26,040.00
- 2) Teen Outdoor Lounge: To furnish and install 14 LF of 6' high Black Ameristar Montage Majestic Industrial 1" picket Ornamental steel fence core drilled into concrete slab with 2 – 42" wide single swing Panic gates W/Mullion in the middle, panic hardware, gates & side panels will have expanded metal mesh for anti-reach through, 2 - rim cylinders for keyed entry (cores by owner) and Mammoth Hydraulic self-closing hinges. \$ 17,565.00

Total: \$ 43,605.00

***All fencing per plans and specifications.**

Price is valid for 30 days.

Add for Permit: \$500.00 (If Needed)

EXCLUDES: Removal of existing fence, Clearing, Grading, Layout & Grounding.

Notes: Need access to fence location for Crew Trucks.

Price is based on one mobilization.

This proposal is based on the assumption that the General Contractor and Rose Fence can come to a mutual agreement on a contract, and that material can be ordered prior to any price increases and a prompt payment for stored material will be made.

Sincerely,
Rose Fence Company
Tom Calvert
Commercial Sales Manager



Rose Fence Company



7310 Old Cheney Hwy ♦ Orlando, FL 32807
Ph: 407.382.5000 ♦ Fax: 407.384.2299
Email: info@rosefencecompany.com

If you need it done per plans and specs, you need Rose Fence!

To: Ameristar Customers

June 8, 2021

Price Increase Information

As market conditions continue to change at a rapid pace, Ameristar will implement a price increase on all of the below product lines effective beginning June 9, 2021.

Product Line Increase:

- Residential ornamental products
 - Montage residential 8%
 - Montage Plus 8%
 - Aluminum products
 - Echelon residential 7%
 - Echelon Plus 7%
 - Echelon II 7%
 - Transport gates 7%
 - Estate gates 7%
 - High Security products
 - Impasse 6%
 - Stalwart 6%
 - Matrix products 6%
 - Wireworks 6%
 - Exodus gates 8%
 - Barrier products 6%
 - Commercial & Industrial ornamental
 - Montage Commercial 8%
 - Montage Industrial 8%
 - Montage II 8%
 - Aegis Plus & Aegis II 8%
 - Passport Roll Gates 8%
 - Quik-Rok 6%
 - Wood Gate Hardware increase varies by part number
- Ameristar will honor pricing on all existing orders received and accepted prior to **June 8, 2021 at 3:00 p.m. CST.** (Multi truckload orders may be subject to approval prior to acceptance) (Unusually large orders are subject to review and availability)
 - All outstanding quotes will expire on **June 8, 2021 at 3:00 p.m. CST.**
 - All orders will be scheduled to ship based on product availability. All orders must ship by August 31st. No orders with requested ship dates beyond August 31st will be accepted at this time.

We greatly appreciate your understanding during these times of market volatility. Ameristar will continue to do everything possible to minimize the impact to our customers while maintaining the high standards of quality and service you have become accustomed to.

Clay Hamann
Vice President, Sales and Marketing
Ameristar Perimeter Security USA

AMERISTAR PERIMETER SECURITY USA, INC.

www.ameristarfence.com | 1555 N. Mingo Rd. | Tulsa, OK 74116 | Ph: 918.835.0898 | Fx: 918.835.0899

To: Ameristar Customers

July 26, 2021

Price Increase Information

As market conditions continue to change at a rapid pace, Ameristar will implement a price increase on all of the below product lines effective beginning 3:00 pm CST July 26, 2021.

Product Line Increase:

- Residential ornamental products
 - Montage residential panels 7%
 - Montage residential posts 9%
 - Montage Plus 7%
- Aluminum products
 - Echelon residential 8%
 - Echelon Plus 8%
 - Echelon II 8%
 - Transport gates 7%
 - Estate gates 7%
- High Security products
 - Impasse 7%
 - Stalwart 7%
 - Matrix products 7%
 - Wireworks 7%
 - Exodus gates 2%
 - Barrier products 7%
- Commercial & Industrial ornamental
 - Montage Commercial 7%
 - Montage Industrial 7%
 - Montage II 7%
 - Aegis Plus & Aegis II 7%
- Passport Roll Gates 7%
- GalvOnAll™ pipe & tube 9%
- PermaCoat® pipe & tube 7%
- Quik-Rok 7%
- Wood Gate Hardware Varies by part number
- Ameristar will honor pricing on all existing orders received and accepted prior to **July 26, 2021 at 3:00 p.m. CST.** (Multi truckload orders may be subject to approval prior to acceptance) (Unusually large orders are subject to review and availability)
- All outstanding quotes will expire on **July 26, 2021 at 3:00 p.m. CST.**
- All orders will be scheduled to ship based on product availability.
- We must continue our policy of limiting excessive large GalvOnAll and PermaCoat orders, but will continue accepting orders used as "fill" ("fill" is defined as +/- 12k lbs per truck) to accommodate mixed load needs and enable customers to receive their truckload discounts where applicable contingent upon supply and material availability. All GalvOnAll and PermaCoat orders must ship by August 31st.
- Ameristar has limited availability on certain part numbers of GalvOnAll™ & PermaCoat® products in the coming months. Due to a shortage of some raw materials, some items will have a very limited supply. Please contact Bev Murphy at 918-879-6045 or your sales person for more details.

We greatly appreciate your understanding during these times of market volatility. Ameristar will continue to do everything possible to minimize the impact to our customers while maintaining the high standards of quality and service you have become accustomed to.

Clay Hamann
Vice President, Sales and Marketing
Ameristar Perimeter Security USA

AMERISTAR PERIMETER SECURITY USA, INC.

www.ameristarfence.com | 1555 N. Mingo Rd. | Tulsa, OK 74116 | Ph: 918.835.0898 | Fx: 918.835.0899



Evergreen Construction

30941 Suneagle Drive
Mt Dora, FL 32757
352-227-1460

Proposed Change Order

PCO Number: PCO010
PCO Date: Aug 9, 2021

Bill To:

City of Leesburg
PO Box 491286
Leesburg, FL 34749-1286

Job Site:

1851 Griffin Road
Leesburg, FL 34748

Reference: City of Leesburg Teen Center - 21-02

Description of Work
<i>Existing Signage Removal</i> Removal of existing building sign, patch stucco and paint that face of the building.

Self-Performed Worked	Amount
Bond @ 1% of \$2,150.19	21.50
General Liability @ 1.3% of \$2,150.19	27.95

Subcontract work	Amount
Stucco Repair (7 diamonds of existing sign only)	1,025.19
Painting (Painting of existing face of building only)	1,125.00

OH&P	109.98
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TOTAL	\$2,309.62
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Exterior Finish Plastering LLC.

315 SW 72nd Pl. ~ Ocala, FL 34476 ~ Tel: (352) 369-9510 ~ Fax: (352) 369-9506 ~ Email: estimating@exteriorfinishplastering.com

CHANGE ORDER # 2

From: Jesus Flores

Attn: Shawn

Date: August 9, 2021

Project: Teen Center

Change Order approval is needed by 8/9/2021 for us to complete our work on time.

Description:

* Patch 7 panels on existing building

Total of this Change Order \$ 1,025.19

Thank you for your attention to this matter.

ADDITIONAL WORK AUTHORIZATION

TICKET #

1



KELLEY PAINTING
services

KPS
1217 Robie Ave
Mt. Dora, FL 32757
PH: 352-646-7645

General Contractor: Evergreen		Phone#	Date: August 9, 2021
Street: 30941 Suneagle Court		Job Name: City of Leesburg Teen Center	Job# 343
City: Mt. Dora	State: Florida	Job Address: 1851 Griffin Road	
Description of Work: Exterior Building- Sign removed. Must paint Corner to Corner of Existing building.		City: Leesburg	State: Florida

Change Order - Hard Cost

Date	Approved by	Total Cost
8/9/2021	Shawn Howard	\$ 1,125.00
Total Change Order		\$ -
		Total \$ 1,125.00

Authorized GC Signature: Signature only confirms total labor hours and materials used

Print Name: *Shawn Howard*

Above additional work to be performed under same conditions as specified in original contract unless otherwise stipulated.

KPS Superintendent Signature:

Date:

[Signature]
8/9/2021



Evergreen Construction

30941 Suneagle Drive
Mt Dora, FL 32757
352-227-1460

Proposed Change Order

PCO Number: 011
PCO Date: Sep 7, 2021

Bill To:

City of Leesburg
PO Box 491286
Leesburg, FL 34749-1286

Job Site:

1851 Griffin Road
Leesburg, FL 34748

Reference: 21-02 City of Leesburg Teen Center - 21-02

Description of Work	
Auto Door Finish Change Color of Interior Sliding Auto Door changed to Redwood same color as storefront per submittal/	

Self-Performed Worked	Amount
Bond @ 1% of \$941.60	9.42
General Liability @ 1.3% of 941.60	12.24

Subcontract work	Amount
Interior Auto Door Finish Change	941.60

OH&P	48.16
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TOTAL	\$1,011.42
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DIAMOND ARCHITECTURAL GLASS, INC.			
CHANGE ORDER REQUEST BREAKDOWN			
		DATE:	
JOB NAME:	Leesburg Teen center	DUE DATE & TIME:	
LOCATION:		SECTIONS:	
CHANGE REQ: #	Autodoor finish change		
Swing Doors		9/16 TINTED IMPACT	
Alum. Frames		1 5/16 INS IMPACT	
Door Closers		TRIP-FUEL CHARGE	
Frame Assemb. Screws			
Frame Anchor Screws		Drills & Bits	
Setting Blocks		Misc. List	
Shims (Wood/PI)		Spec. Hoist Eq.	
Vinyl		Notice to Owners	
Cauk 2.50 per ft		Phone, Fax, Postage	
Masking Tape		Bl. Prints, Shop Dwg.	
Mineral Sp./MEK		1/4" Cl. Temp.	
Paper Towels		1/4" Br/Gr. Temp	
Alum. Br. Metal		1/4" Clear Ann.	
1/4" Door Lites		1/4" Br/Gr. Ann.	
Alum. Extrusions		Wire Glass	
Misc. Alum. Shapes		1/4" Mirrors	
Freight		Mirror Clips	
Spec. Anchors		Insulating Glass	
Alum. Curtainwall		Spandrel Glass	
Autodoor finish change	\$ 800.00	Scaffolding	
COLUMN TOTALS (A)	\$ 800.00	COLUMN TOTALS (B)	\$ -
TOTAL MATERIAL COST:	Column A:	\$ 800.00	
	Column B:	\$ -	
	SUB-TOTAL	\$ 800.00	
	7% SALES TAX	\$ 56.00	
	SUB-TOTAL	\$ 856.00	
LABOR HOURS	0		
HOURLY RATE =	\$ 68.00	\$ -	
	SUB-TOTAL	\$ 856.00	
MARKUP: (%)	10	\$ 85.60	
	TOTAL NET PRICE	\$ 941.60	

PROJECT

ESTIMATING

115 BAYWOOD AVENUE
LONGWOOD, FL 32750

CONTRACTOR / OWNER

ESTIMATING

115 BAYWOOD AVENUE
LONGWOOD, FL

SHOP DRAWING / SUBMITTAL REVIEW

☒ NO EXCEPTIONS TAKEN ☐ MAKE CORRECTIONS NOTED
☐ REVISE AND RESUBMIT ☐ REJECTED

SUBMITTAL WAS REVIEWED FOR DESIGN CONFORMITY AND GENERAL CONFORMANCE TO CONTRACT DOCUMENTS ONLY. THE CONTRACTOR IS RESPONSIBLE FOR CONFIRMING AND CORRELATING DIMENSIONS AT JOBSITE FOR TOLERANCE, CLEARANCE, QUANTITIES, FABRICATION PROCESSES AND TECHNIQUES OF CONSTRUCTION, COORDINATION OF HIS WORK WITH OTHER TRADES AND FULL COMPLIANCE WITH CONTRACT DOCUMENTS.

By: SHAWN HOWARD Date: 08/17/2021

EVERGREEN
CONSTRUCTION

BRANCH (INSTALLATION AND SERVICE)

Branch Name : Orlando Branch

STANLEY ACCESS TECHNOLOGIES, LLC
1051 BENNETT DR SUITE 141
LONGWOOD, FL 32750

Construction Manager : Dan Capezzuto

Installation Coordinator : John Mooneyham

Installation Phone Number : 239-209-8706

Installation Fax Number : 407-260-9008

Service Phone Number : 888-366-7444

TERRITORY MANAGER (SALES)

Territory Manager : Larry Hassell

Sales Phone Number : 407-282-4617

Sales Fax Number : 407-282-1028

Sales Email Address : larry.hassell@sbdinc.com

Submittal Review: NOT APPROVED - RESUBMIT

The A/E review is only for general conformance with the design concept of the Project and the requirements of the Contract Documents. Shop drawings, product samples, and similar submittals are not Contract Documents. The review and/or approval of submittals including any corrections or comments shall not relieve the Contractor from any obligation contained in the Contract Documents, does not authorize any deviation from the requirements of the Contract Documents, and does not relieve the Contractor from errors or omissions in the submittal. The review and/or approval of this submittal shall not constitute approval of any dimensions, quantities, installation instructions, equipment performance, construction means, methods, techniques, sequencing or any safety precautions or procedures. The review and/or approval of a specific item shall not indicate review and/or approval of an assembly of which the item is a component.

CPH

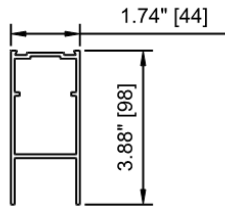
Reviewed by: K. Rubio

Date: 08/25/2021

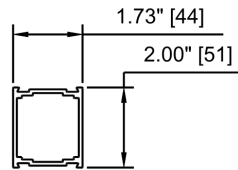
STANLEY

Job Name: Leesburg Teen Center
Location: 115 Baywood Avenue
Longwood, FL 32750, {1} {2}
Door Location:

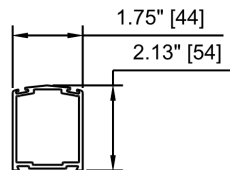
Job#: Q-10305 **Date:** Aug 12 2021
Product Qty: 1.00
Product: D/G2000 SS



BOTTOM RAIL, 4"
6063-T6

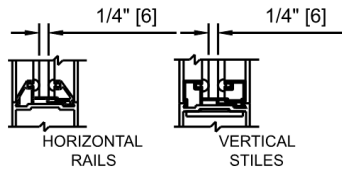


MUNTIN BAR, 2"
6063-T6

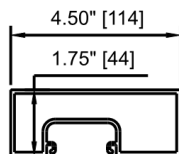


STILE, NARROW
6063-T6

Detail-Transom not Selected in the Package



**PANEL GLAZING
SECTIONS**
1/4" GLASS



JAMB, 4 1/2"
6063-T6

Detail-Threshold not Selected in the Package

STANLEY

Job Name: Leesburg Teen Center
Location: 115 Baywood Avenue
Longwood, FL 32750

Door Location:

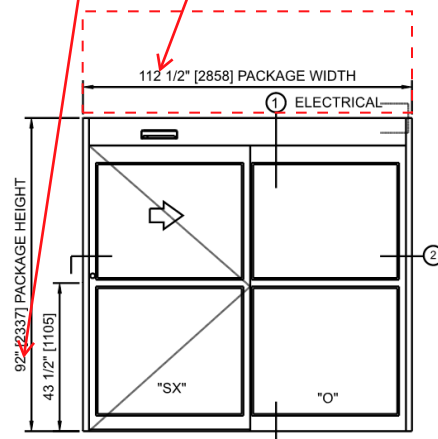
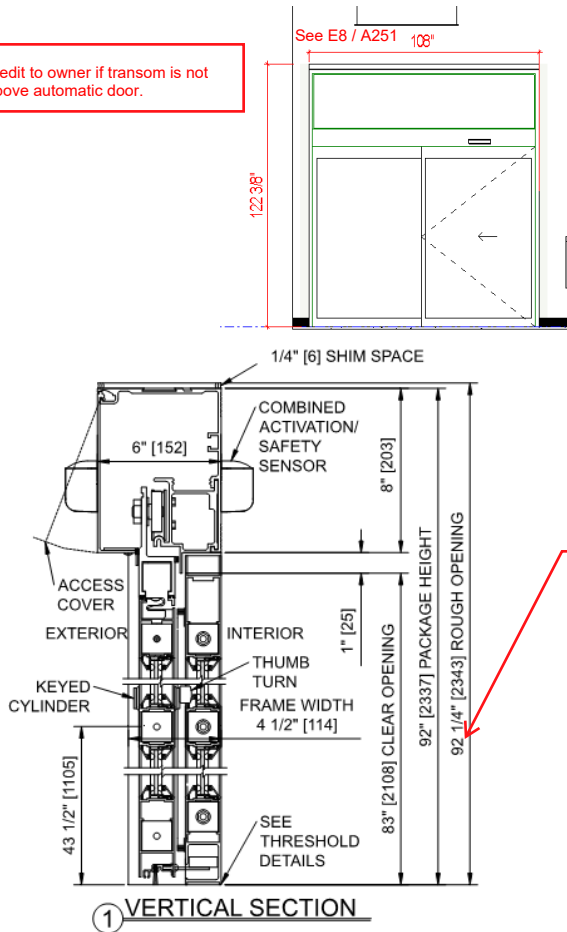
Job#: Q-10305
Product Qty: 1.00
Product: D/G2000 SS

Date: Aug 12 2021

Field Verify. 108" based on as-built drawings.

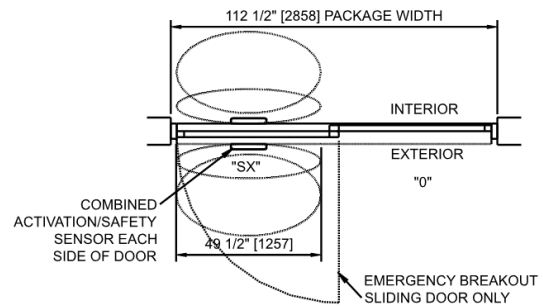
Field Verify. +/- 122-3/8" based on as-built drawings.

CPH:
Provide credit to owner if transom is not needed above automatic door.



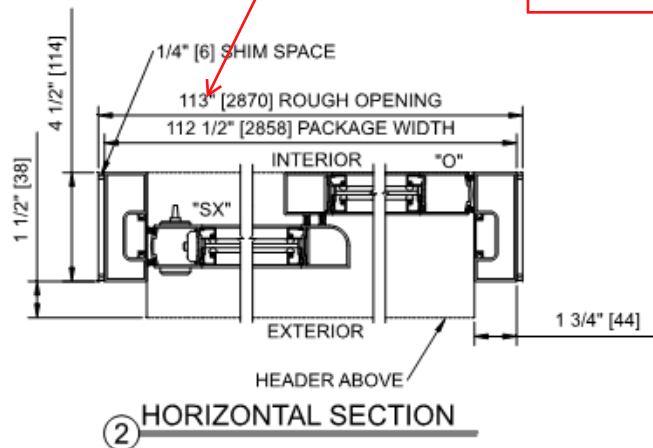
ELEVATION VIEW

Field Verify. 108" based on as-built drawings.



PLAN VIEW

Field Verify. +/- 122-3/8" based on as-built drawings.



STANLEY

Job Name: Leesburg Teen Center
Location: 115 Baywood Avenue
Longwood, FL 32750
Door Location:

Job#: Q-10305 **Date:** Aug 12 2021
Product Qty: 1.00
Product: D/G2000 SS

Field Verify. 108" based on as-built drawings.

Door Details

Field Verify. +/- 122-3/8" based on as-built drawings.

Package Width	Masonry/Rough Opening Width	Clear Door Opening Width	Emergency Breakout	Package Height	Rough Opening Height
112.50	113.00	49.53	53.28	92.00	92.25

Options

Inclusions/Exclusions

Finish

COLOR OF DOOR PACKAGE ~~XXXXXX~~ **Redwood**

Locking / Access Control

Lock Configuration Description CYLINDER/THUMBTURN REQUIRED

Options and Accessories

Hardware Color CLEAR

Glass Specifications

O Glass Thickness 0.250 "

SX Glass Thickness 0.250 "

Inclusions

Door package installation.

Exclusions

After hours premium labor
Caulking
Painting, patching & flooring work.
Perimeter structural support / wood blocking for sliding door packages.
Doors, frames & associated hardware.
Back boxes & low voltage wiring from any control to inside auto door header.
120 volts AC to inside auto door header 5 amp min.
Cleaning and protection of installed material.

Exclusion Note

Shop Drawing / Submittal Review

Date: _____

☐ No Exceptions Taken

☐ Furnish With Changes Noted

☐ Review and Resubmit

☐ Rejected

SUBMITTAL WAS REVIEWED FOR GENERAL CONFORMANCE TO THE CONTRACT DOCUMENTS. THE GENERAL CONTRACTOR IS RESPONSIBLE FOR CONFIRMING AND CORRELATING DIMENSIONS AT JOBSITE FOR TOLERANCE, CLEARANCE, QUANTITIES, FABRICATION, TECHNIQUES OF CONTRUCTION, COORDINATION OF THIS WORK WITH THE WORK OF OTHER TRADES, AND FULL COMPLIANCE WITH THE CONTRACT DOCUMENTS.

By: _____

Company: _____



Evergreen Construction

30941 Suneagle Drive
Mt Dora , FL 32757
352-227-1460

Proposed Change Order

PCO Number: 012
PCO Date: Sep 23, 2021

Bill To:

City of Leesburg
PO Box 491286
Leesburg, FL 34749-1286

Job Site:

1851 Griffin Road
Leesburg, FL 34748

Reference: 21-02 City of Leesburg Teen Center - 21-02

Description of Work
Steel Repairs per RFI#28 Steel repairs per sketch from CPH Cut (1) angle from tube relocate and added plates Install plates to extend (4) brackets

Self-Performed Worked	Amount
Bond @ 1% of \$3,406.61	34.07
General Liability @ 1.3% of \$3,406.61	44.29

Subcontract work	Amount
Steel Repairs per RFI#28	3,406.61

OH&P	174.25
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TOTAL	\$3,659.22
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DIXIE SOUTHERN INDUSTRIAL, INC.
COST PROPOSAL

Cost Proposal Number: 21-2337 Revision 2

Date: 8/2/2021

Job Number/Name: 2134CS/Leesburg Teen Center

RE: Cost to cut (1) angle from tube relocate and added plates per sketch received 9/14/2021 . Also install plates to extend (4) brackets per sketch received 9/17/2021. **This has to be done on overtime and the below cost is for (2) for (1) 10 hour day. If additional time to complete this work is required it will be done on a ticket.**

Fabrication	Days
Installation	Days

Material:

Material	lbs @	\$0.00	\$	80.25
Shop Labor	4 hrs @	\$89.00	\$	356.00
Detailing	hrs @	\$90.00	\$	-
Engineering	hrs @	\$150.00	\$	-
Buyouts				
Drawing Reproduction			\$	-
Joist			\$	-
Deck			\$	-
Freight			\$	-
Prime Paint			\$	-
Special Finish			\$	-
General Conditions			\$	-
Project Management @	0%		\$	-
Project Administration @	0%		\$	-

Subcontract (Furnish Only)

Estimated Taxes	7.0%	\$	30.54
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Total Material Costs	\$	466.79
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Erection:

Erection Labor - Straight Time-Gen Foreman	hrs @	\$85.01	\$	-
Erection Labor - Straight Time-Foreman	hrs @	\$80.38	\$	-
Erection Labor - Over Time-J.W.	20 hrs @	\$107.93	\$	2,158.60
Equipment - Rental (welder for 10 hours)			\$	300.00
			\$	-

Safety	1.5%	\$	36.88
Subcontract (Furnish and Erect)		\$	-

Total Erection Costs	\$	2,495.48
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Subtotal Cost Proposal Request	\$	2,962.27
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Overhead & Profit	15.0%	\$	444.34
Bond (Tax Included)	1.5%	\$	-

Total Cost Proposal Request	\$	3,406.61
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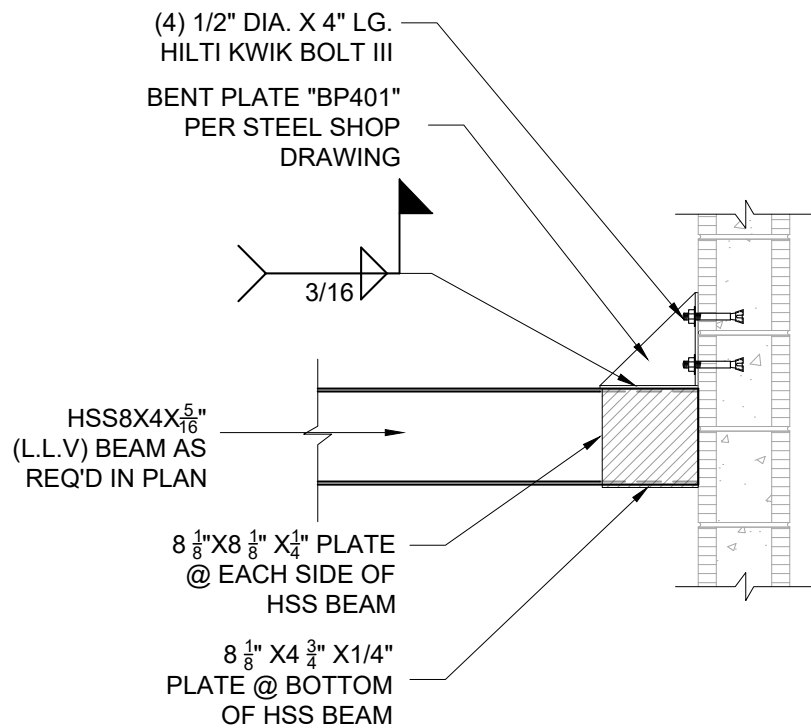
File: Pending C/O

☒ X ☐ W.P. ☐ P.O.

Rev: 6/29/2020

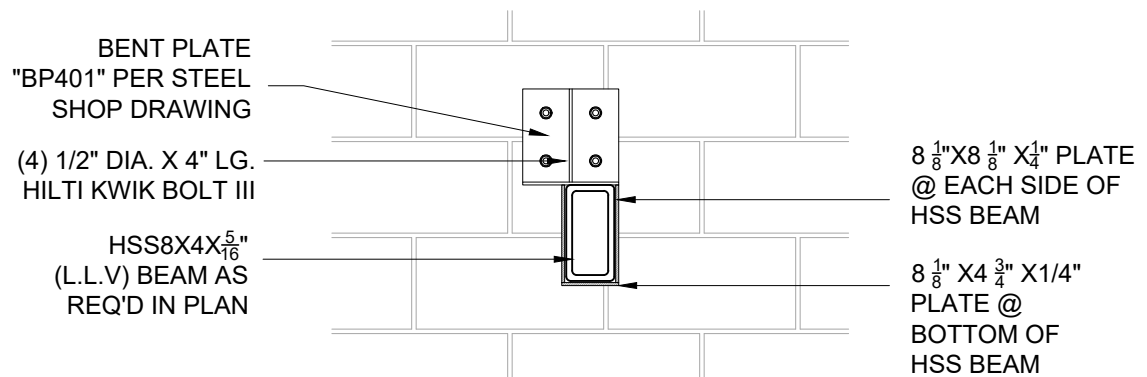
Submitted By: M.C. Curry, Vice President

 Pending CO Log



NOTE:

- EXPANSION ANCHOR MUST BE INSTALLED IN FULLY GROUTED MASONRY CELL
- PLATE DIMENSIONS ARE APPROXIMATE. PLEASE ALLOW ROOM FOR IN FIELD HSS BEAM INSTALLATION





Evergreen Construction

30941 Suneagle Drive
Mt Dora, FL 32757
352-227-1460

RFI

RFI Number: #28
Sent Date: Sep 16, 2021

Sent From:

Evergreen Construction

Ryan Skates

352-480-7225
rskates@evergreencm.net

Sent To:

CPH

Brook Sherrard
Arch

407-322-6841 1104
bsherrard@cphcorp.com

*Reference: 21-02 City of Leesburg Teen Center - 21-02
Job Site: 1851 Griffin Road
Leesburg, FL 34748*

Spec Section	Drawing Ref	Reference	Due Date
			Sep 15, 2021

Subject:

Stirrups for canopy support @ front entry

Request:

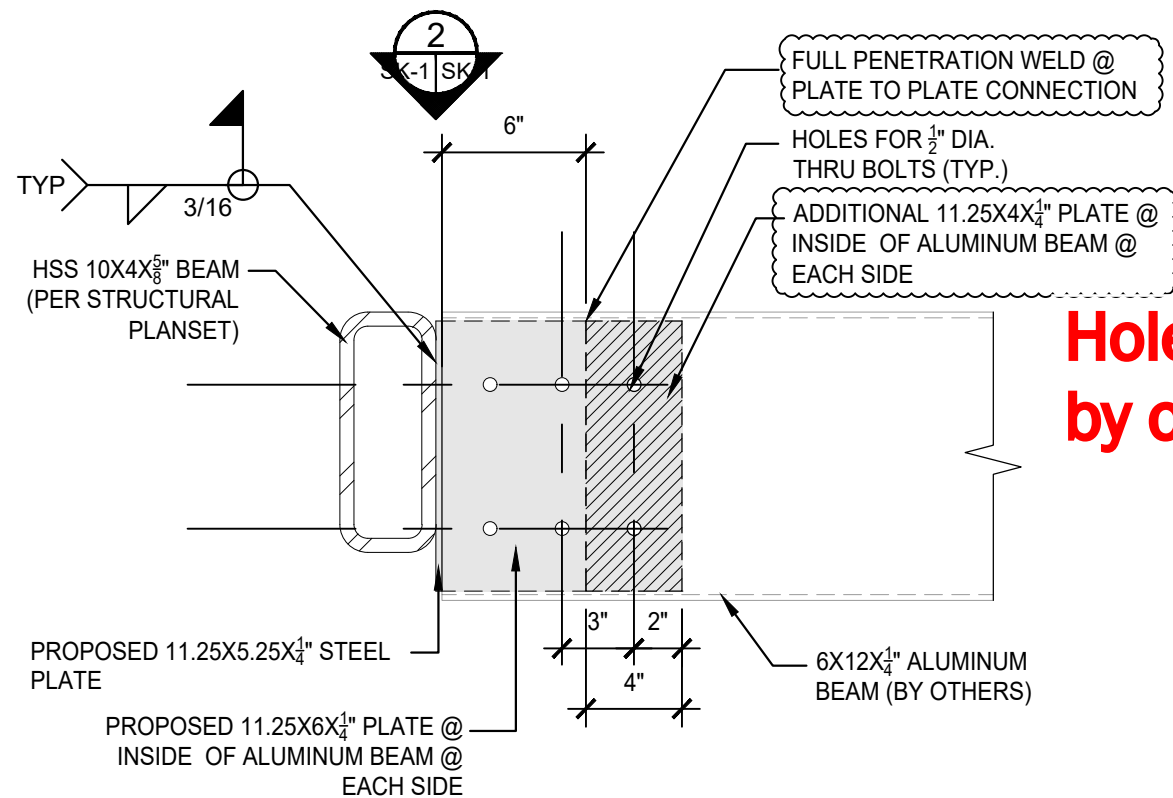
Please see the attached photos, the stirrups that the aluminum beams plug into do not have enough length outside of the ext wall and we need to extend them. After finishing the wall framing making it wider to hide the bent clips @ the CMU wall and installing the dense glass we can see that there is not a min of 6-1/4" of the steel stirrup exposed and the aluminum beams need at least that.

Recommendation:

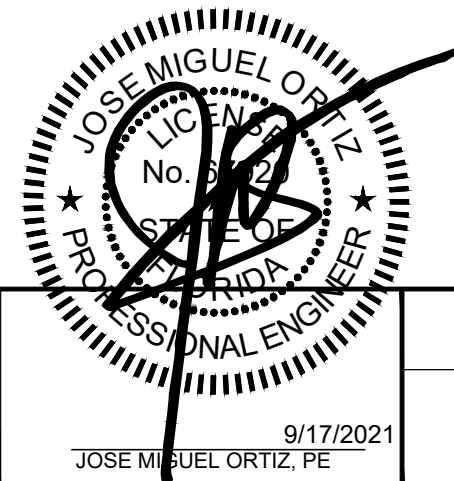
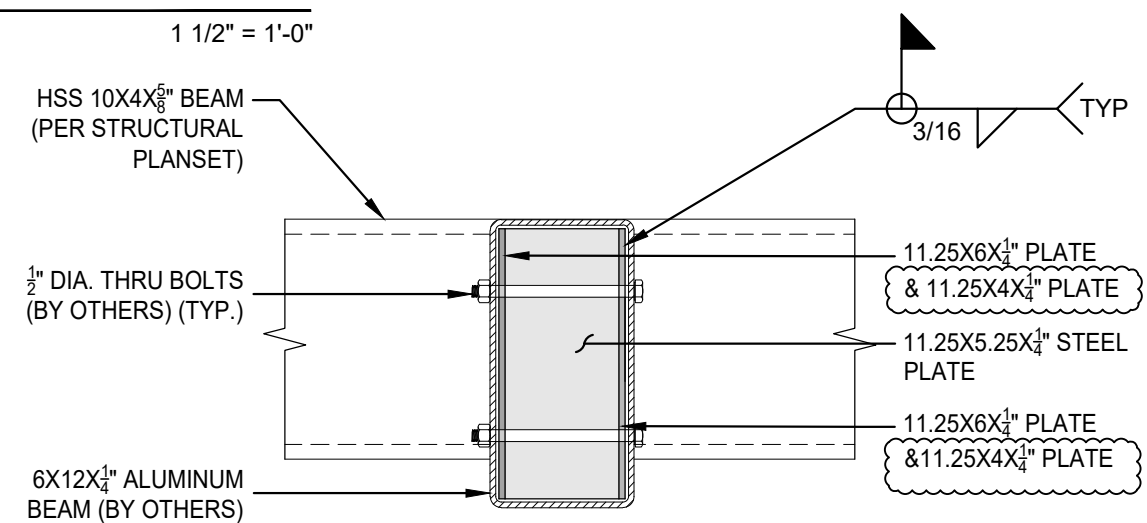
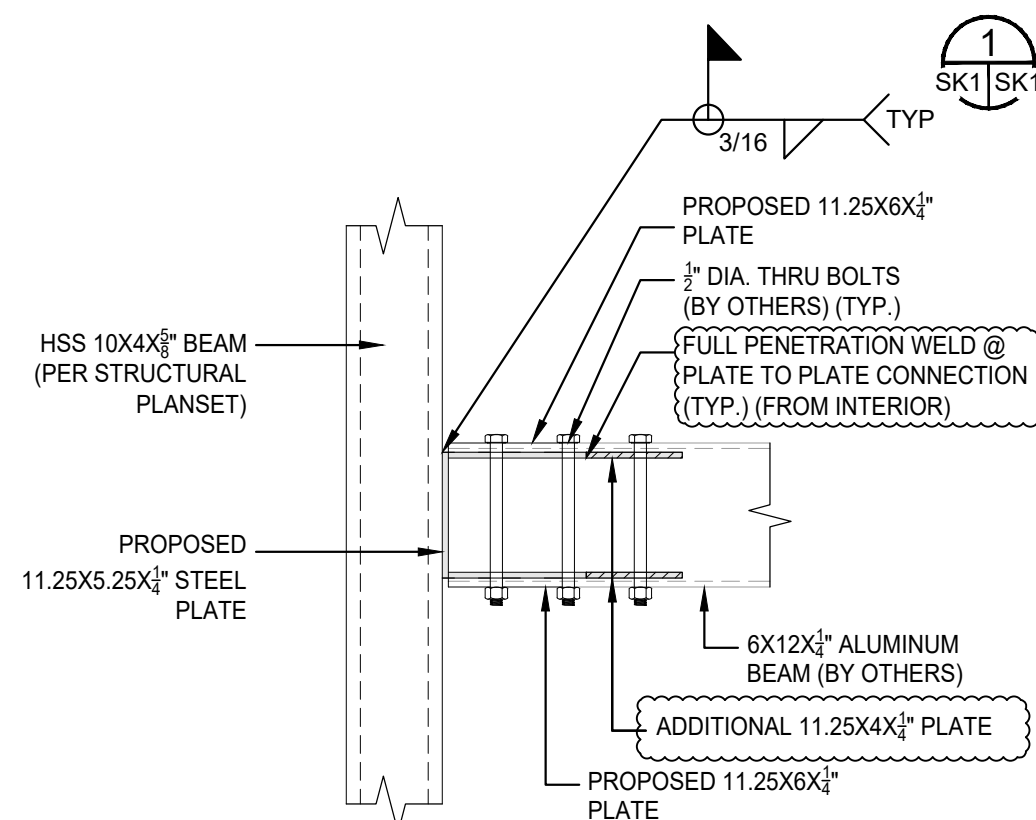
I recommend extending the steel stirrups a min of 4" possibly by welding steel tabs to the inside of the existing stirrups and attach the extension steel and welding to that and the existing stirrup. Please see sketch for reference.

THE 4" STEEL EXTENSION IS ACCEPTABLE.
SEE DETAIL ATTACHED FOR DIRECTION.

RESPONSE BY = DT (9/17/21)



**Holes in new plate to be drilled
by others.**



Designed by:	DT	Date: 6/29/2021
Drawn by:	DT	Job No. L4708
Checked by:	JMO	File: N/A
Approved by:	JMO	
Scale:	N.T.S.	© 2021



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- Connecticut
- Maryland

Plan Prepared By:
CPH, Inc.
500 W. Fulton St. ~ Sanford, FL 32771
Ph: 407.322.6841
Licenses:
Eng. C.O.A. No. 3215
Survey L.B. No. 7143
Arch. Lic. No. AA2600926
Lndscp. Lic. No. LC0000298

CONNECTION @ ALUM. CANOPY
LEESBURG TEEN CENTER
(LEESBURG, FL 34748)

Sheet No.

SK-1

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA AMENDING THE PROJECT BUDGET ADDING AN ADDITIONAL \$240,000.00 AND AUTHORIZING THE CITY MANAGER TO APPROVE ADDITIONAL EXPENDITURES SUCH AS CONSTRUCTION CHANGE ORDERS AND OWNER SUPPLIED EQUIPMENT UP TO THE AMENDED PROJECT BUDGET AMOUNT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Leesburg City Commission approved the Leesburg Teen Center capital project; and

WHEREAS, the original project budget is \$2,961,958.00; and

WHEREAS, staff requests the project budget be amended by adding an additional \$240,000.00

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

THAT the Leesburg City Commission approves amending the Teen Center project adding an additional \$240,000.00 and bringing the total project budget amount to \$3,201,958.00.

THAT the Leesburg City Commission authorizes the City Manager to approve all expenditures related to the Teen Center Project not to exceed the amended project budget of \$3,201,958.00.

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 11th day of October 2021.

Mayor

ATTEST:

City Clerk

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.1.

Meeting Date: October 11, 2021

From: Ken Thomas, (Housing Director)

Subject: Resolution of the City Commission of the City of Leesburg, Florida approving the conveyance of a vacant lot to Carmela Daley for development of a single family home as part of the In-fill Housing Program; and providing an effective date.

Staff Recommendation:

Staff recommends approval of the Resolution to convey a vacant lot to Carmela Daley for development of a single family home as part of the In-fill housing program.

Analysis:

The City of Leesburg and Homes In Partnership entered into a Memorandum of Understanding (MOU) on February 13, 2017 to facilitate an In-Fill Housing Program. The Public/Private Partnership was created to leverage private funding that would help potential applicants with access to mortgage funding, credit readiness, and guidance throughout each phase of the home buying process.

The homebuyers will have a \$10,000 second mortgage attached to their property for five (5) years that will be forgivable five years after the date of execution of the land conveyance.

Procurement Analysis:

N/A

Options:

1. Approve the resolution to convey the vacant lot pursuant to the MOU; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

Promissory Note of \$10,000 forgivable after five years.

Submission Date and Time: 10/6/2021 1:15:07 PM

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA APPROVING THE CONVEYANCE OF A VACANT LOT TO
CARMELA DALEY FOR DEVELOPMENT OF A SINGLE FAMILY HOME AS
PART OF THE IN-FILL HOUSING PROGRAM; 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 the Resolution that conveys vacant land with an address of 1120 East Main Street, Leesburg, Florida 34748, Alternate Key number #1233623 to Carmela Daley.

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 11th day of October 2021.

Mayor

ATTEST:

City Clerk



August 25, 2021

Mr. Ken Thomas, Housing Director
City of Leesburg
1041 County Road 468
Leesburg, FL 34748

RE: Lot Donation/Ms. Carmela Daley

Dear Mr. Thomas

The Board of Director and Staff of Homes In Partnership, Inc. would like thank you for your continued support in our mission to assist very low through moderate income individuals and families realize the "American Dream" of home ownership.

Homes In Partnership, Inc, is currently working with Ms. Carmela Daley who has met all of the qualifications to build a new mutual self-help home on a lot currently owned by the City of Leesburg. The address for this lot is 1120 East Main Street, Leesburg, FL 34748 Alt Key #1233623. (Please see attached property record card)

The home to be built for Ms. Daley will be a 4-bedroom, 2 baths with 2 car garage. This 1531 sq. ft. home will fit comfortably with the current homes in the surrounding area. (Please see attached home plans)

Ms. Daley understands a 2nd mortgage will be placed on the donated property which will be forgiven if she stays in the home for a specific period of time. All loan approvals, title requests and appraisals have been completed which will allow Ms. Daley to close and begin construction as soon as the land is approved for donation.

Please accept this letter as a formal request to donate 1120 E Main Street, Leesburg FL 34748 Alt Key # 1233623 to Ms. Carmela Daley.

Please let me know if you require any further information.

Respectfully,

Crystal Vines
Director of Program Operations

Form RD 1944-59
(Rev 04-07)UNITED STATES DEPARTMENT OF AGRICULTURE
RURAL HOUSING SERVICE

CERTIFICATE OF ELIGIBILITY

This is to certify that Carmela Daley has been determined eligible for Rural Housing Service (RHS) financing for the purchase of a modest single family home. Eligibility is based on income and financial information that will be revalidated within 90 days of loan approval and closing. Loan approval and closing are subject to the continued eligibility of the applicant, eligibility of the property, first-time homebuyer's completion of an approved home ownership education course, and the availability of loan funds. Changes in the household's income or the applicant's debt obligations must be reported to RHS and may affect the applicant's eligibility and loan qualification amount.

RHS has determined the applicant qualifies for a loan to purchase a home in Lake County, up to the amount of \$ 173,910.00 based on a down payment of \$ 0 estimated annual real estate taxes of \$ 1,999.92 and insurance of \$ 500.04.

The following is a breakdown of the applicant's loan qualification amount. When applicable, the applicant will be asked to supplement Agency financing with funding through a private lender, a State/local government, or a nonprofit organization. Changes in any qualification variable (property location, real estate taxes, insurance, loan term/rate, etc.) may impact the applicant's loan qualification amount.

Funding Source	Funding Amount	Term (Yrs.)	Interest Rate
1. RHS	\$173,910.00	38	2.5%
2. Other RHS Loans	\$0.00	0	0%
3.			
4.			
5.			
6.			

TOTAL FUNDING AMOUNT: \$173,910.00

The RHS interest rate noted above is the full note rate in effect as of the date of this certificate. This rate is not locked in and is subject to change on the 1st of each month. You may be eligible for a subsidy that reduces the interest rate charged against the RHS loan. This payment subsidy is not a grant and is subject to recapture.

- ☒ is subject to completion of homeownership education.
☐ is not subject to completion of homeownership education.

This eligibility certificate expires on 05-30-2021.

This application will be withdrawn when all extensions to this certificate have been exhausted.

04-15-2021

Date

Stephanie Hodges

Loan Approval Official

REBECCA MANNING Digitally signed by
REBECCA MANNING
Date: 2021.04.15
11:26:46 -04'00'

The following information should be submitted to RHS at USDA/Rural Development

2441 N E 3rd Street, Suite #204-1, Ocala, FL 34470

Telephone: (352) 732-9840

Fax Number: (352) 732-9728

FOR ALL PROPERTIES:

Option to purchase or sales agreement - 2 copies
 Copy of deed or legal description
 Copy of any existing survey or plot plan drawn to scale
 Direction map to property
 Copy of tax assessment information sheet

FOR EXISTING DWELLINGS:

List of necessary repairs and cost estimates

FOR NEW CONSTRUCTION:

Certified plans, specifications, and cost estimates

The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, disability, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is the Federal Trade Commission. If a person believes he or she was denied assistance in violation of this law, they should contact the Federal Trade Commission, Washington, D.C. 20580.

July 19, 2021

Carmela Daley

Dear Miss Daley:

We have received the appraisal on the property you wish to purchase at 1120 East Main Street, in Leesburg, Florida. The property appraised for \$192,000.00. We have attached a copy of the appraisal. We have \$173,910.00 in funds for your loan and require the following information in order to prepare for your loan closing:

1. Quote for first year homeowner's insurance premium.
2. Quote for builders risk policy.

If you have any questions please contact Mary Littrell at 352-414-7801.

The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this assistance is the Federal Trade Commission. If a person believes he or she was denied assistance in violation of this law, they should contact the Federal Trade Commission, Washington, D.C. 20580.

The Fair Housing Act prohibits discrimination in real estate related transactions, or in the terms of conditions of such a transaction, because of race, color, religion, sex, disability, familial status, or national origin. The federal agency that is responsible for enforcing this law is the U.S. Department of Housing and Urban Development. If a person believes that they have been discriminated against in violation of this law, they should contact the U.S. Department of Housing and Urban Development, Washington, D.C. 20410 or call (800) 669-9777.

USDA is an equal opportunity provider, employer, and lender

Sincerely,

2441 NE 3rd St. Suite 204-1 Ocala, FL 34470
Telephone: (352) 732-7534 • Fax: (855) 474-6990
Web: <http://www.rd.usda.gov>

Committed to the future of rural communities.

USDA is an equal opportunity provider, employer, and lender.

If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, AD 3027, found online at http://www.ascr.usda.gov/complaint_filing_cust.html, or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter to us by mail at U.S. Department of Agriculture, Director, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at program.intake@usda.gov.

PROPERTY RECORD CARD

General Information

Name:	CITY OF LEESBURG	Alternate Key:	1233623
Mailing Address:	PO BOX 490630 LEESBURG, FL 34749-0630 Update Mailing Address	Parcel Number: ⓘ	25-19-24-1200-000-00204
		Millage Group and City:	00L1 (LEESBURG)
		2020 Total Certified Millage Rate:	17.8737
		Trash/Recycling/Water/Info:	My Public Services Map ⓘ
Property Location:	EAST MAIN ST LEESBURG FL 34748 Update Property Location ⓘ	Property Name:	--- Submit Property Name ⓘ
		School Information:	School Locator & Bus Stop Map ⓘ School Boundary Maps ⓘ
Property Description:	LEESBURG, NEWTOWN-EDWARDS ADDITION E 50 FT OF LOT 2 PB 3 PG 6 ORB 4269 PG 1520		
NOTE: This property description is a condensed/abbreviated version of the original description as recorded on deeds or other legal instruments in the public records of the Lake County Clerk of Court. It may not include the Public Land Survey System's Section, Township, Range information or the county in which the property is located. It is intended to represent the land boundary only and does not include easements or other interests of record. This description should not be used for purposes of conveying property title. The Property Appraiser assumes no responsibility for the consequences of inappropriate uses or interpretations of the property description.			

Land Data

Line	Land Use	Frontage	Depth	Notes	No. Units	Type	Class Value	Land Value
1	VACANT GOVT MUNICIPAL (8089)	0	0		10500	SF	\$0.00	\$7,350.00

[Click here for Zoning Info](#) ⓘ
 [FEMA Flood Map](#)

Miscellaneous Improvements

There is no improvement information to display.

Sales History

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

Book/Page	Sale Date	Instrument	Qualified/Unqualified	Vacant/Improved	Sale Price
4269 / 1520	1/8/2013	Certificate of Title	Unqualified	Vacant	\$100.00
2817 / 397	4/20/2005	Warranty Deed	Qualified	Vacant	\$8,500.00
2434 / 678	9/3/2003	Personal Rep Deed	Unqualified	Vacant	\$0.00
2434 / 680	9/3/2003	Quit Claim Deed	Unqualified	Vacant	\$0.00
2103 / 177	4/8/2002	Quit Claim Deed	Multi-Parcel	Vacant	\$1.00
2044 / 2186	12/13/2001	Personal Rep Deed	Unqualified	Vacant	\$0.00
2064 / 909	12/13/2001	Quit Claim Deed	Multi-Parcel	Vacant	\$1.00
1222 / 551	4/1/1993	Quit Claim Deed	Multi-Parcel	Vacant	\$1.00

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

Values and Estimated Ad Valorem Taxes ⓘ

Values shown below are 2021 CERTIFIED VALUES (July 1 Preliminary Tax Roll Certification).

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

Tax Authority	Market Value	Assessed Value	Taxable Value	Millage	Estimated Taxes
LAKE COUNTY BCC GENERAL FUND	\$7,350	\$7,350	\$0	5.05290	\$0.00
LAKE COUNTY MSTU AMBULANCE	\$7,350	\$7,350	\$0	0.46290	\$0.00
SCHOOL BOARD STATE	\$7,350	\$7,350	\$0	3.59400	\$0.00
SCHOOL BOARD LOCAL	\$7,350	\$7,350	\$0	2.99800	\$0.00
CITY OF LEESBURG	\$7,350	\$7,350	\$0	4.01920	\$0.00
ST JOHNS RIVER FL WATER MGMT DIST	\$7,350	\$7,350	\$0	0.22870	\$0.00
LAKE COUNTY VOTED DEBT SERVICE	\$7,350	\$7,350	\$0	0.09180	\$0.00
LAKE COUNTY WATER AUTHORITY	\$7,350	\$7,350	\$0	0.32290	\$0.00
NORTH LAKE HOSPITAL DIST	\$7,350	\$7,350	\$0	1.00000	\$0.00
				Total: 17.7704	Total: \$0.00

Exemptions Information

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

Homestead Exemption (first exemption up to \$25,000)	Learn More View the Law
Additional Homestead Exemption (up to an additional \$25,000)	Learn More View the Law
Limited Income Senior Exemption (applied to county millage - up to \$50,000)	Learn More View the Law
Limited Income Senior Exemption (applied to city millage - up to \$25,000) ①	Learn More View the Law
Limited Income Senior 25 Year Residency (county millage only-exemption amount varies)	Learn More View the Law
Widow / Widower Exemption (up to \$500)	Learn More View the Law
Blind Exemption (up to \$500)	Learn More View the Law
Disability Exemption (up to \$500)	Learn More View the Law
Total and Permanent Disability Exemption (amount varies)	Learn More View the Law
Veteran's Disability Exemption (\$5000)	Learn More View the Law
Veteran's Total and Permanent Disability Exemption (amount varies)	Learn More View the Law
Veteran's Combat Related Disability Exemption (amount varies)	Learn More View the Law
Deployed Servicemember Exemption (amount varies)	Learn More View the Law
First Responder Total and Permanent Disability Exemption (amount varies)	Learn More View the Law
Surviving Spouse of First Responder Exemption (amount varies)	Learn More View the Law
Conservation Exemption (amount varies)	Learn More View the Law
Tangible Personal Property Exemption (up to \$25,000)	Learn More View the Law
Religious, Charitable, Institutional, and Organizational Exemptions (amount varies)	Learn More View the Law
Economic Development Exemption	Learn More View the Law
✓ Government Exemption (amount varies)	Learn More View the Law

Exemption Savings ①

The exemptions marked with a ✓ above are providing a tax dollar savings of:
\$130.61

Assessment Reduction Information (3% cap, 10% cap, Agricultural, Portability, etc.)

This property is benefitting from the following assessment reductions with a checkmark ✓

Save Our Homes Assessment Limitation (3% assessed value cap)	Learn More View the Law
Save Our Homes Assessment Transfer (Portability)	Learn More View the Law
Non-Homestead Assessment Limitation (10% assessed value cap)	Learn More View the Law
Conservation Classification Assessment Limitation	Learn More View the Law
Agricultural Classification	Learn More View the Law

NOTE: Should a determination be made that a property no longer meets the criteria for a bona fide agricultural purpose, a formal denial will be mailed on or before July 1 of the applicable tax year.

Assessment Reduction Savings 0

The assessment reductions marked with a ✓ above are providing a tax dollar savings of: \$0.00

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

Copyright © 2014 Lake County Property Appraiser. All rights reserved.
Property data last updated on August 23, 2021.
Site Notice

TBD East Main Street Leesburg FL Alt #1233623



June 14, 2021

pointLayer



Override 1

polygonLayer



Override 1

Street Names

Local Streets

Subdivision Lot Numbers

Subdivision Lots

Building Footprints

Address Locations

Boundary Line Dimensions

Property Name

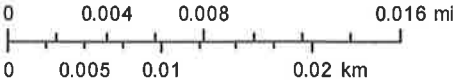
Tax Parcels Alternate Key

Tax Parcels

County Boundary

Surrounding Counties

1:500



Lake County Property Appraiser
Lake BCC

HOMES IN PARTNERSHIP

PLAN:



1531-35 A

PROJECT:

1120 EAST MAIN STREET, LEESBURG

INDEX OF DRAWINGS

SHEET #	TITLE
CS	COVER SHEET
A1	FOUNDATION PLAN
A2	FLOOR PLAN
A3	ELEVATIONS
A4	ROOF FRAMING
A5	ELECTRICAL/MECHANICAL PLAN
DI	DETAIL PAGES

COMPONENT & CLADDING DESIGN PRESSURE TABLES

TABLE R301.2 (2)

WALL	10 TO 50 FT		WALL	50 TO 100 FT	
	21.2	-22.9		21.2	-22.9
ZONE 1	20.5	-22.2	ZONE 2	20.5	-22.2
	19.0	-20.7		19.0	-20.7
	18.0	-19.8		18.0	-19.8
	16.5	-18.3		16.5	-18.3

140 WIND SPEED DESIGN
UP TO A MEAN ROOF HEIGHT
OR 30' IN EXPOSURE "B"
EXPOSURE "C" MULTIPLY
THE PRESSURE BY 1.40

GARAGE DOOR PRESSURES:	18.7	18.5	-20.8
	18.7	17.7	-19.7

REMARKS:

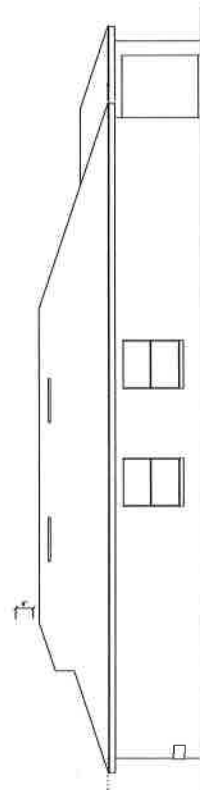
1531-35 A 1120 EAST MAIN STREET LEESBURG	CS
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GENERAL FOUNDATION NOTES:

1. ALL CONCRETE SLAB SHALL HAVE A COMPRESSIVE STRENGTH OF NOT LESS THAN 3000 PSI AT 28 DAYS. SLABS SHALL BE REINFORCED WITH FOUR #4 BARS PER 10' X 10' AREA. SEE THE SECTOR NUMBER SHEET FOR THE CONTRACTING PLAN.
2. CONCRETE PORTLAND CEMENT SHALL BE COMPRESSIVE STRENGTH OF NOT LESS THAN 10000 PSI AT 28 DAYS. REINFORCING STEEL SHALL BE #4 OR #5 AS INDICATED. ALL BARS CLEAR AND FREE FROM HOLE AND SHALL BE SET IN PLACES AS SHOWN ON THE PLAN.
3. THE CONTRACTOR SHALL SHALL PROVIDE CONCRETE PILES (PILES) IN 8" DIA. VERTICALLY (VERT. FOR PILING) TO 70' DEEP AT ALL CORNERS AND WHERE OTHERS UNITED AS FOR FOUNDATION.
4. EXTEND 10' UP AT EACH CORNER.
5. EXTEND 10' UP AND BEYOND 2" FOR SLABS SLAB OVER THE TOP.
6. BOTTOM OF ALL EXTENSION PILES TO BE A MINIMUM OF 10' BELOW GRADE.

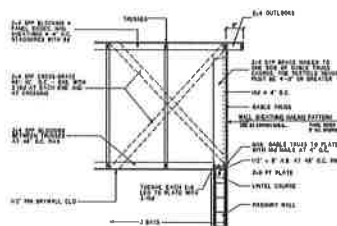
HOMES IN PARTNERSHIP 1851-55 A 1920 EAST MAIN STREET LEESBURG	 SERVICES LLC 800.774.4444 EMAIL: TRICHOUS@SERVICESLLC.COM	SCIENCE CONSULTING 10000 N. 10th Ave. Suite 100 Scottsdale, AZ 85258 480.344.1100 www.scienceconsulting.com	THE LINDSAY 10000 N. 10th Ave. Suite 100 Scottsdale, AZ 85258 480.344.1100 www.scienceconsulting.com
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SIDE ELEVATION

LP Structural 10000 13th Avenue Suite 100 Denver, CO 80231 Phone: (303) 751-1111 Fax: (303) 751-1112	HOMES IN PARTNERSHIP 1031-35 A 1120 EAST MAIN STREET LEEPSBURG	 SERVICES LLC 1120 East Main Street Leesburg, VA 20176 Phone: (703) 771-1000 Fax: (703) 771-1001	BOSS CHRYSLER 1120 East Main Street Leesburg, VA 20176 Phone: (703) 771-1000 Fax: (703) 771-1001	AMC LOAN 1120 East Main Street Leesburg, VA 20176 Phone: (703) 771-1000 Fax: (703) 771-1001
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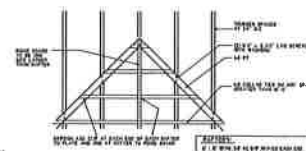
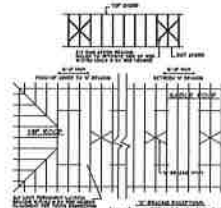
A5

[illegible]

ROOF DRAINING NOTES

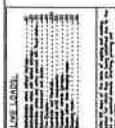
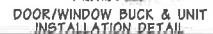
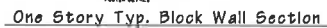
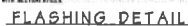
Minimum roof draining thickness with drains spaced at 24" o.c.

Spanner	Roof Draining Thickness
1/2"	1/2"
3/4"	3/4"
1"	1"
1 1/4"	1 1/4"
1 1/2"	1 1/2"
1 3/4"	1 3/4"
2"	2"
2 1/4"	2 1/4"
2 1/2"	2 1/2"
2 3/4"	2 3/4"
3"	3"
3 1/4"	3 1/4"
3 1/2"	3 1/2"
3 3/4"	3 3/4"
4"	4"
4 1/4"	4 1/4"
4 1/2"	4 1/2"
4 3/4"	4 3/4"
5"	5"
5 1/4"	5 1/4"
5 1/2"	5 1/2"
5 3/4"	5 3/4"
6"	6"
6 1/4"	6 1/4"
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TYP PERMANENT TRUSS BRACING

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Camela Francoise Daley
1120 East Main St
Leesburg, FL
Draw Schedule

Model#1531-38A

Closing Summary

Lot Costs	\$	-
Estimated Closing Costs	\$	5,000.00
Cost to Construct	\$	170,781.00
Family Cash to Close	\$	(1,871.00)
Total Loan Amount	\$	173,910.00

Initial Loan Draw-Detail

Lot Costs	\$	-
Closing Costs	\$	5,000.00
Family Cash to Close	\$	(1,871.00)
Initial Draw to Supervised Acct	\$	33,657.00
Total Initial Draw	\$	36,786.00

Supervised Account Deposits

Initial Construction Deposit	\$	33,657.00
1st Draw	\$	33,656.00
2nd Draw	\$	33,656.00
3rd Draw	\$	33,656.00
4th Draw	\$	33,656.00
Final Draw	\$	2,500.00
Total Cost to Construct	\$	170,781.00

Prepared by:
Cristina Perez, an employee of
Apple Title, Ltd.,
2752 Dora Avenue
Tavares, Florida 32778

File Number: C21-200

Corporate Warranty Deed

This Indenture, made _____ A.D.

Between The City of Leesburg, Florida, a Florida Municipal Corporation, whose post office address is: P.O. Box 490630, Leesburg, Florida 34749, Grantor and **Carmela Daley, an unmarried woman**, whose post office address is: P.O. Box 1356, Zellwood, Florida 32798, Grantee,

Witnesseth, that the said Grantor, for and in consideration of the sum of Ten Thousand Dollars & no cents, (\$10,000.00), to it in hand paid by the said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said Grantee forever, the following described land, situate, lying and being in the County of Lake, State of Florida, to wit:

East Fifty (50) feet of Lot 2, Newtown-Edwards Addition, according to the map or plat thereof, as recorded in Plat Book 3, Page(s) 6, of the Public Records of Lake County, Florida.

In addition to conveying the real property aforementioned, Grantor does hereby releases and conveys all mineral rights and reservations Grantor would otherwise have reserved under 270.11 Fla. Stat. (2016), pursuant to a Resolution adopted by the City Commission of the City of Leesburg, Florida, authorizing such release and conveyance.

Subject to taxes for the current year, covenants, restrictions and easements of record, if any.

Parcel Identification Number: **25-19-24-1200-000-00204**

And the said Grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

In Witness Whereof, the said Grantor has caused this instrument to be executed in its name by its duly authorized officer and caused its corporate seal to be affixed the day and year first above written.

**The City of Leesburg, Florida,
a Florida Municipal Corporation**

Signed and Sealed in Our Presence:

By: _____

John Christian

Its: Mayor

Witness Print Name: _____

Witness Print Name: _____

Attest: _____

J. Andi Purvis

Its: City Clerk

(Corporate Seal)

State of Florida
County of Lake

The foregoing instrument was acknowledged before me by means of physical presence, this _____ day of _____, 2021, by John Christian, as Mayor and J. Andi Purvis, as City Clerk of The City of Leesburg, Florida, a Florida Municipal Corporation, on behalf of the corporation. He/She is personally known to me or has produced a drivers license as identification.

(Seal)

Notary Public

Notary Printed Name: _____

My Commission Expires:

In Witness Whereof, the said Grantor has caused this instrument to be executed in its name by its duly authorized officer and caused its corporate seal to be affixed the day and year first above written.

**The City of Leesburg, Florida,
a Florida Municipal Corporation**

Signed and Sealed in Our Presence:

By: _____

**Fred A. Morrison
Its: City Attorney**

Witness Print Name: _____

Witness Print Name: _____

(Corporate Seal)

State of Florida
County of Lake

The foregoing instrument was acknowledged before me by means of physical presence, this _____ day of _____, 2021, by Fred A. Morrison, the City Attorney for The City of Leesburg, Florida, a Florida Municipal Corporation, on behalf of the corporation. He/She is personally known to me or has produced a drivers license as identification.

_____(Seal)

Notary Public

Notary Printed Name: _____

My Commission Expires:

EXHIBIT A

MORTGAGE NOTE

\$10,000.00

_____, 2021
Leesburg, Florida

FOR VALUE RECEIVED, the undersigned (jointly and severally, if more than one), promises to pay to THE CITY OF LEESBURG, FLORIDA (which together with its successors and assigns is called "Payee"), a Florida municipal corporation, or order, the manner herein specified, the sum of \$10,000 (value of vacant land), in the manner specified herein. The principal shall be payable in lawful money of the United States of America to the Payee at P.O. Box 490630, Leesburg, FL 34749-0630, or at such a place as may hereafter be designated by written notice from Payee to the maker hereof. This promissory Note and the mortgage securing same shall be for a period of five (5) years, beginning on the date of execution of this promissory note. Repayment of this promissory Note shall take place in the following manner:

If a default occurs under the terms of this promissory Note and/or mortgage securing repayment thereof, the indebtedness created hereunder shall be due and payable in full. Payment in full shall be made within thirty (30) days of the declaration of default.

The indebtedness created hereunder shall be permanently forgiven five (5) years after the date of execution of this promissory note. The purpose of this provision is to ensure that the property subject to the lien of the mortgage is owner-occupied for a period of at least five (5) years. The indebtedness shall be reduced automatically by 10% of the outstanding principal on an annual basis which shall begin one year and one month from the date of the closing or when the maker takes occupancy of the subject property, whichever is the last to occur.

For the affordability period of five (5) years commencing on the date of the transfer of the Property to Owner, the Property may only be sold to homeowners whose household income does not exceed 120% of the Local Area Median Income.

The maker of this promissory Note will be required to pay to the Payee 100% of the reduced amount owed when he/she sales (to a buyer whose income exceeds the 120% income limit), transfers, rents, refinances or no longer occupies the property within five (5) years, which shall begin upon execution of this Note and end at midnight five (5) years from said date. If the mortgaged property is sold, transferred or ceases to be used for an eligible redevelopment activity and/or use as provided for in the In-Fill Lot guidelines and all applicable Titles of the guidelines within a period of five (5) years after the effective date of this Note, the Maker shall repay to Payee a sum equal to the full amount of the promissory Note, as set forth above, subject to the availability based on net proceeds. Net proceeds are defined as the amount available from the sale, less non-redevelopment debt recorded prior to the date of Subordinate Mortgage, and closing costs. If the amount of net proceeds is not sufficient to repay the entire Note amount, then the amount to be repaid shall be as follows: Net proceeds amount multiplied (x) by fifty-percent (.50) equals = amount due to Payee.

EXHIBIT A

This promissory note incorporates, and is incorporated into, the subordinate mortgage, of even date ("Subordinate Mortgage") creating a lien on real property located in Lake County, Florida, as further described therein ("mortgaged property").

DEFAULT -The maker of this promissory Note, or his or her successors, shall be in default under anyone of the following conditions:

1. Any sale of the mortgaged property within five (5) years of the execution of this promissory Note, by maker or maker's successors. Note: This applies to any sale.
2. Leasing, renting or refinancing of the mortgaged property within five (5) years of the date of execution of this promissory Note and Subordinate Mortgage.
3. The destruction or abandonment of the mortgaged property by maker or maker's successors.
4. Failure to pay applicable property taxes and assessments on the mortgaged property.
5. Failure to maintain adequate hazard insurance on the mortgaged property and improvement located thereon.
6. Failure to comply with the terms and conditions of the accompanying Subordinate Mortgage.
7. Failure to comply with the terms and conditions of the First Mortgage creating a lien on the mortgaged property, as described in Subordinate Mortgage.

CONSEQUENCE OF DEFAULTS. Default under this promissory Note will trigger an acceleration of the remaining principal balance evidenced herein and secured by Subordinate Mortgage, and the entire remaining unpaid principal balance will be due in full immediately upon default. The accelerated amount due shall accrue interest, from the date of default until the date of full payment, at the highest legal rate applicable. Holder's failure to exercise the default provision under this promissory Note shall not constitute waiver of the right to exercise same in the event of a subsequent default.

MISCELLANEOUS PROVISIONS

This promissory Note is secured by a mortgage on real property made by the maker in favor of the Payee and shall be construed and enforced according to the laws of the State of Florida. The terms of the said Subordinate Mortgage are by this reference made a part thereof.

Each person liable hereon whether maker or enforcer, hereby waives presentment, protest, notice, notice of protest and notice of dishonor and agrees to pay all costs, including reasonable attorney's fees, whether suit be brought or not, if, after maturity of this promissory Note or default hereunder, or under Subordinate Mortgage, counsel shall be employed to collect this promissory Note or to protect the security of the Subordinate Mortgage.

EXHIBIT A

Whenever used herein the term "holder", "maker", or "payee" should be construed in the singular or plural as the context may require or admit.

IN WITNESS WHEREOF, the Maker has executed this Promissory Note on the _____ day of _____, 2021.

Applicant Name: _____

Carmela Daley

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.2.

Meeting Date: October 11, 2021

From: Tracey Dean, (Airport Manager)

Subject: Resolutions related to the Leesburg International Airport Apron Rehabilitation Project.

Staff Recommendation:

Staff recommends approval of each of the resolutions related to the Apron Rehabilitation Project.

Item 1 - Resolution authorizing amending the PTGA grant to include construction and construction administration funding.

Item 2 - Resolution authorizing award of IFB and execution of a construction services agreement with CW Roberts Contracting, Inc.

Item 3 - Resolution authorizing execution of a Task Order with GAI Consultants to provide construction oversight/administration as required by the PTGA Grant.

Analysis:

By Resolution 10,638, the City and the Florida Department of Transportation (FDOT) entered into a Public Transportation Grant Agreement (PTGA) 444872-1-94-01, dated May 15, 2020, for Design and Bidding of the Airport Apron Rehabilitation. By Resolution 10,859, Amendment 1 to the PTGA was executed by FDOT on June 16, 2021 for partial construction funds. Now, FDOT has presented Amendment 2 to the PTGA to add additional construction funds based on bids and for construction administration services.

Procurement Analysis:

Construction Services Agreement

The Procurement Division issued an Invitation for Bid 210221 requesting bids for the Airport Apron Rehabilitation Project. On August 27, 2021, the City received two bid responses as listed here.

CW Roberts Contracting, Inc. - \$2,254,738.50
Hubbard Construction Company - \$4,559,730.70

Staff and the City's Engineer of Record (EOR) reviewed the bid responses and have deemed the bid response submitted by CW Roberts to be responsive and the contractor responsible. The EOR has recommended the City award the contract to CW Roberts. There is a large discrepancy between the two bid amounts. The EOR has communicated with CW Roberts to ensure their bid is complete and they have not overlooked any items. Additionally, the CW Roberts bid amount is within 5% of the Engineers

Option of Probable Construction Costs.

Professional Services Task Order

The Task Order with GAI Consultants is to provide Construction Oversight and Administration on the project. THE PTGA Grant requires construction oversight on the project. The City has a continuing services contract with GAI Consultants to provide professional services such as this on airport projects. This Task Order is executed as work ordered under the continuing services master agreement.

Options:

1. Approve the resolutions as requested for each of the items related to the Apron Rehabilitation Project; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

The original FDOT Grant Agreement accepted by the City in fiscal year 2020 for Design and Bidding was for an amount of \$92,240.00. The partial construction funds accepted by the City in fiscal year 2021 was for an amount of \$1,000,000.00. Current Amendment 2, for additional construction related costs is for an amount of \$1,000,000.00. The original construction budget was estimated at \$2,000,000 of which 80% was FDOT funded or \$1,600,000 and 20% was Airport revenue funded or \$400,000. Total construction costs based on bids and construction administration is \$2,484,469. A budget adjustment will be processed to add the additional \$400,000 of FDOT funding and \$100,000 of Airport revenue funds.

	Issued	Scope	FDOT	Local	Total
Amend No. 1	6/16/21	Partial Construction	\$1,000,000	\$250,000	\$1,250,000
Amend No. 2	presented	Construction & CA	\$1,000,000	\$250,000	\$1,250,000
		Total Amended Project cost	\$2,000,000	\$500,000	\$2,500,000

Account No.	048/-0000-334.41-00
Project No.	480003
WF No.	WF1287699 / 001
Budget	\$1,600,000.00
Available	\$2,000,000.00

Submission Date and Time:

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE
AMENDMENT 2 TO PUBLIC TRANSPORTATION GRANT AGREEMENT
444872-1-94-01, BETWEEN THE CITY OF LEESBURG AND THE STATE OF
FLORIDA DEPARTMENT OF TRANSPORTATION, FOR THE PURPOSE OF
ADDING CONSTRUCTION FUNDS, BASED ON BIDS, FOR THE LEESBURG
INTERNATIONAL AIRPORT APRON REHABILITATION 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 agreement with The Florida Department of Transportation, whose address is 719 S Woodland Blvd, MS 530, Deland, FL 32720, for grant funding.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 11th day of October 2021.

Mayor

ATTEST:

City Clerk

**PUBLIC TRANSPORTATION
AMENDMENT TO THE PUBLIC TRANSPORTATION
GRANT AGREEMENT**

Financial Project Number(s): (item-segment-phase-sequence)	Fund(s):	DDR,DPTO	FLAIR Category:	088719
444872-1-94-01	Work Activity Code/Function:	215	Object Code:	751000
	Federal Number/Federal Award		Org. Code:	55052000531
	Identification Number (FAIN) – Transit only:		Vendor Number:	VF596000362006
Contract Number: G1L74	Federal Award Date:		Amendment No.:	2
CFDA Number: N/A	Agency DUNS Number:	11-388-9752		
CFDA Title: N/A				
CSFA Number: 55.004				
CSFA Title: Aviation Grant Program				

THIS AMENDMENT TO THE PUBLIC TRANSPORTATION GRANT AGREEMENT ("Amendment") is made and entered into on _____, by and between the State of Florida, Department of Transportation ("Department"), and City of Leesburg, ("Agency"), collectively referred to as the "Parties."

RECITALS

WHEREAS, the Department and the Agency on 5/15/2020 (date original Agreement entered) entered into a Public Transportation Grant Agreement ("Agreement").

WHEREAS, the Parties have agreed to modify the Agreement on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants in this Amendment, the Agreement is amended as follows:

1. **Amendment Description.** The project is amended Add funds for construction based on bids at Leesburg International Airport.

Section 17(h) of the Agreement is deleted in its entirety and replace with the following language:

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

2. **Program Area.** For identification purposes only, this Agreement is implemented as part of the Department program area selected below (select all programs that apply):

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

3. **Exhibits.** The following Exhibits are updated, attached, and incorporated into this Agreement:

- ☒ Exhibit A: Project Description and Responsibilities

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

Form 725-000-03
STRATEGIC
DEVELOPMENT
OGC 11/19

- ☒ Exhibit B: Schedule of Financial Assistance
- ☐ *Exhibit B1: Deferred Reimbursement Financial Provisions
- ☐ *Exhibit B2: Advance Payment Financial Provisions
- ☐ *Exhibit C: Terms and Conditions of Construction
- ☒ Exhibit D: Agency Resolution
- ☐ Exhibit E: Program Specific Terms and Conditions
- ☐ Exhibit F: Contract Payment Requirements
- ☒ *Exhibit G: Financial Assistance (Single Audit Act)
- ☐ *Exhibit H: Audit Requirements for Awards of Federal Financial Assistance
- ☐ *Additional Exhibit(s):

4. Project Cost.

The estimated total cost of the Project is ☒ increased/ ☐ decreased by \$1,250,000 bringing the revised total cost of the project to \$2,615,300.

The Department's participation is ☒ increased/ ☐ decreased by \$1,000,000. The Department agrees to participate in the Project cost up to the maximum amount of \$2,092,240, and, additionally the Department's participation in the Project shall not exceed 80.00% of the total eligible cost of the Project.

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

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

AGENCY City of Leesburg

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____
Name: _____
Title: _____

By: _____
Name: Jack Adkins
Title: Interim Director of Transportation Development

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

Legal Review: Daniel L. McDermott

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

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 02/20

EXHIBIT A

Project Description and Responsibilities

A. Project Description (description of Agency's project to provide context, description of project components funded via this Agreement (if not the entire project)): Apron Rehabilitation Project: The Leesburg International Airport's (LEE) existing aircraft parking apron was identified in the 2019 FDOT Statewide Airfield Pavement Management Program report as being a top priority for pavement rehabilitation. Three apron sections, 4105, 4120, and 4125, identified in the report have Pavement Condition Index (PCI) values of 51, 57 and 64 respectively. Apron pavements have a Minimum Service Level PCI of 60. At this point in the pavement's lifecycle, rehabilitation is recommended. The project area to be rehabilitated includes approximately 390,000 SF of Asphaltic Concrete (AC) pavement and 6,600 SF of Portland Cement Concrete (PCC) pavement, aircraft tiedowns, and required pavement markings.

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

C. Project Scope (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): The project is amended to add construction scope of services and funding for construction based on the Agency's winning bid amount for Apron Rehabilitation Construction at Leesburg International Airport.

The scope includes items associated with the design plans by GAI Consultants dated July 2021 and the bid tabulation dated August 31, 2021, together with all plan updates, necessary design variation, exceptions, and change orders approved by the Agency." The Sponsor will comply with Aviation Program Assurances.

Apron Rehabilitation/Reconstruction: As required by 215.971, F.S., this scope of work includes but is not limited to consultant and design fees, survey and geotechnical costs, permitting, construction inspection and material testing costs, mobilization and demobilization, maintenance of traffic, erosion control, demolition, pavement enhancement or reconstruction (such as concrete, asphalt, rejuvenators, or sealants), joint construction, required pavement markings, lighting and signage, drainage, and utilities. Base material, apron tie downs (remove/install), access gate loop detectors, and sodding. Includes all materials, equipment, labor, and incidentals required to rehabilitate or reconstruct the apron pavement.

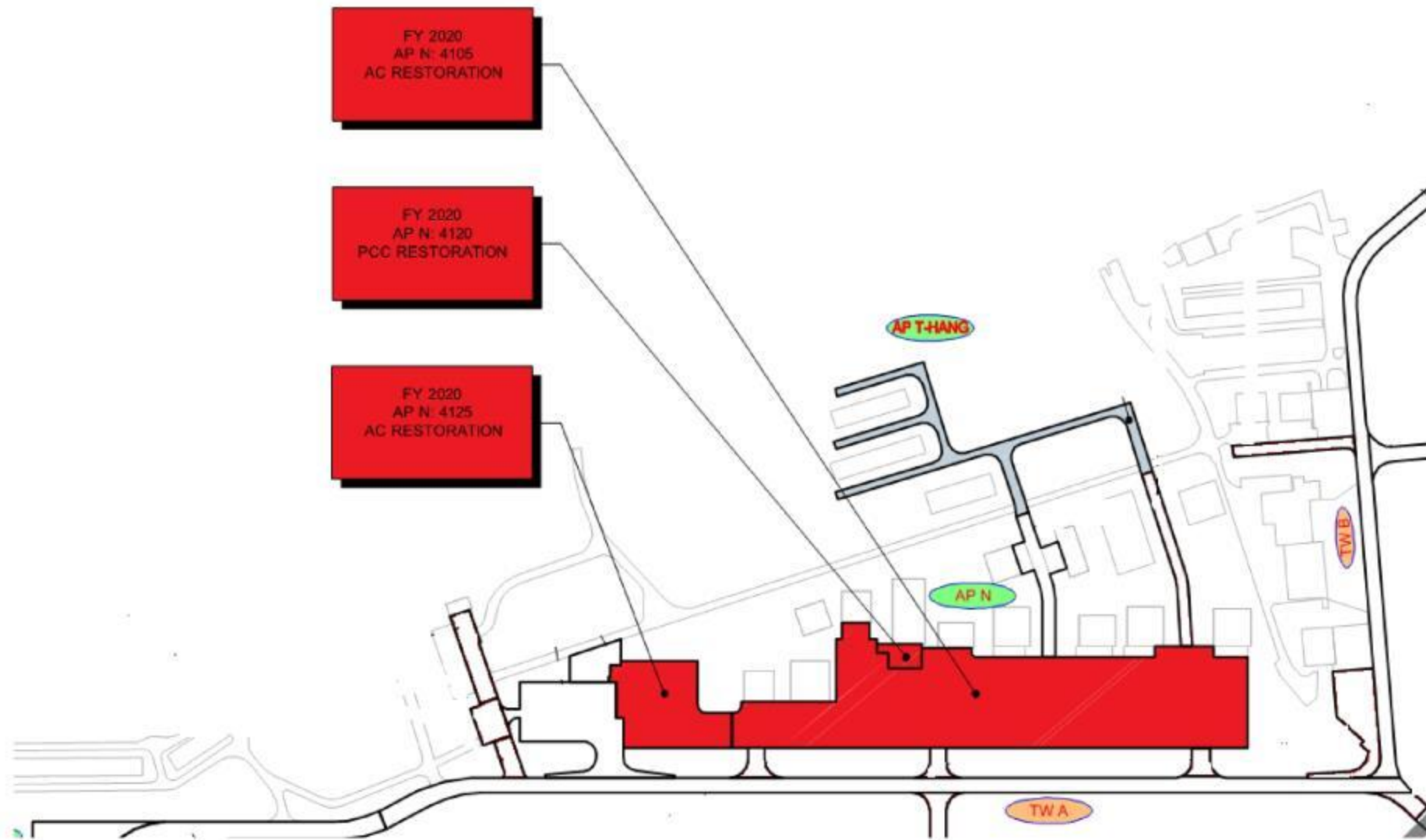
D. Deliverable(s): Final closeout documents to be uploaded into Jacip

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

E. Unallowable Costs (including but not limited to): Stored Material

F. Transit Operating Grant Requirements (Transit Only):

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



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

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 02/20

EXHIBIT B

Schedule of Financial Assistance

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

A. Fund Type and Fiscal Year:

Financial Management Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
444872-1-94-01	DDR	088719	2022	751000	55.004	Aviation Grant Program	\$1,000,000.00
444872-1-94-01	DPTO	088719	2020	751000	55.004	Aviation Grant Program	\$92,240.00
444872-1-94-01	DPTO	088719	2021	751000	55.004	Aviation Grant Program	\$1,000,000.00
444872-1-94-01	LF	088719	2021	751000	55.004	Aviation Grant Program	\$250,000.00
444872-1-94-01	LF	088719	2020	751000	55.004	Aviation Grant Program	\$23,060.00
444872-1-94-01	LF	088719	2022	751000	55.004	Aviation Grant Program	\$250,000.00
Total Financial Assistance							\$2,615,300

B. Estimate of Project Costs by Grant Phase:

Phases*	State	Local	Federal	Totals	State %	Local %	Federal %
Land Acquisition	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Planning	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Environmental/Design/Construction	\$2,092,240.00	\$523,060.00	\$0.00	\$2,615,300.00	80.00	20.00	0.00
Capital Equipment/ Preventative Maintenance	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Match to Direct Federal Funding	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Mobility Management (Transit Only)	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Totals	\$2,092,240.00	\$523,060.00	\$0.00	\$2,615,300.00			

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

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

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

Joseph A. Jerkins

Department Grant Manager Name

Joseph A. Jerkins

Sept 13, 2021

**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

Signature

Date

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

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 02/20

EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED

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

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 02/20

EXHIBIT G

AUDIT REQUIREMENTS FOR AWARDS OF STATE FINANCIAL ASSISTANCE

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

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:~

Awarding Agency: Florida Department of Transportation

State Project Title: Aviation Grant Program

CSFA Number: 55.004

***Award Amount:** \$2,092,240

*The award amount may change with amendments

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

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

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

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

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A
CONSTRUCTION SERVICES AGREEMENT WITH CW ROBERTS
CONTRACTING, INC. FOR AN AMOUNT OF \$2,254,738.50; AND PROVIDING
AN EFFECTIVE DATE.**

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

THAT the Mayor and City Clerk are hereby authorized to execute an agreement with CW Roberts Contracting, Inc. whose address is 4208 CR-124A, Wildwood, Florida 34785 for construction services on the Leesburg International Airport Apron Rehabilitation Project pursuant to Invitation for Bid 210221.

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 11th day of October 2021.

Mayor

ATTEST:

City Clerk



Orlando Office
618 East South Street
Suite 700
Orlando, Florida 32801

T 407.423.8398
F 407.843.1070

August 31, 2021

Ms. Tracey Dean
Airport Manager
Leesburg International Airport
8806 Airport Blvd.
Leesburg, FL 34788

**Leesburg International Airport
FDOT FM No. 444872-1-94-01
Airport Apron Rehabilitation**

Dear Tracey:

Two (2) bids for the above-referenced project were received on August 26th, 2021 and opened on August 27th, 2021. The bids were reviewed, tabulated, and the low bidder is as follows:

C.W. Roberts Contracting, Inc.
4208 Co Road 124A
Wildwood, FL 34785
Phone: 352-330-2540

The bid unit prices submitted by C.W. Roberts Contracting, Inc. were consistent with bid prices received on recent, similarly sized projects at the Leesburg International Airport as well as recent, similarly sized projects at other airports throughout Central Florida. GAI Consultants has been in contact with C.W. Roberts Contracting, Inc., and they have expressed satisfaction with their bid.

We recommend awarding the contract for the referenced project to C.W. Roberts Contracting, Inc. in the amount of **\$2,254,738.50**.

If you have any questions, please contact me by telephone at 407-271-9807 or via email at D.Nickols@gaiconsultants.com.

Sincerely,

GAI Consultants, Inc.

A handwritten signature in black ink, appearing to read 'D. Nickols, Jr.'.

Daniel J. Nickols, Jr., P.E.
Assistant Engineering Manager

Enc.: Signed Bid Tab

FINAL DETAILED BID TABULATION
INVITATION FOR BID 210221
APRON/MAIN RAMP REHAB CONSTRUCTION

August 27, 2021
2:00 PM EST

Bidder Name:	CW Roberts Contracting, Inc.		Hubbard Construction Company
Home Office Location:	Tallahassee, Florida	Winter Park, Florida	
BID ITEM DESCRIPTION	BID AMOUNT	BID AMOUNT	
TOTAL BASE BID AMOUNT:	\$2,254,738.50	\$4,559,730.70	
TIME FOR COMPLETION			
Number of CALENDAR DAYS to completion after NTP:	170	170	
BID RESPONSE RESPONSIVENESS REVIEW			
IS THE BIDDER DETERMINED TO BE RESPONSIBLE	YES	YES	
IS THE BIDDER DETERMINED TO BE RESPONSIVE	YES	YES	
Contractor License Number	CGC1508536	CCC1330258	
Meets Contractor License Requirement	Yes	Yes	
Contractors License Verified on DBPR	Yes	Yes	
Safety Plan Compliance Certification	Yes	Yes	
Claims Local Vendor Preference	No	No	
Project References	Yes	Yes	
Scurtinized companies Certification	Yes	Yes	
Bid Guarantee	Yes	Yes	
Conflict of Interest	None	None	
Acknowledged Revisions Published Answers Addenda	Yes	Yes	
Exceptions Taken	No	No	
Bidders Certification / Signature	Yes	Yes	

Detailed Bid Tabulation has been reviewed and approved by:



Mike Thornton, CPPO - Purchasing Manager

DETAILED BID TABULATION :: LEESBURG INTERNATIONAL AIRPORT :: FDOT FM NO. 444872-1-94-01 :: AIRPORT APRON REHABILITATION

Item #	Spec	Description	Quantity	Unit	Engineer's Estimate		C.W. Roberts Contracting, Inc.		Hubbard Construction Company	
					Unit Price	Total	Unit Price	Total	Unit Price	Total
1	P-101	COLD MILLING EXISTING PAVEMENT, DEPTH VARIES	46,720	SY	\$2.75	\$128,480.00	\$4.00	\$186,880.00	\$7.65	\$357,408.00
2	P-152	UNCLASSIFIED EXCAVATION	4,570	CY	\$16.00	\$73,120.00	\$8.00	\$36,560.00	\$83.80	\$382,966.00
3	P-211	LIME ROCK BASE COURSE	1,150	CY	\$74.50	\$85,675.00	\$65.00	\$74,750.00	\$139.10	\$159,965.00
4	P-401	ASPHALT SURFACE COURSE	10,870	TON	\$125.00	\$1,358,750.00	\$104.55	\$1,136,458.50	\$198.90	\$2,162,043.00
5	P-602	EMULSIFIED ASPHALT PRIME COAT	6,800	GAL	\$6.00	\$40,800.00	\$0.10	\$680.00	\$3.50	\$23,800.00
6	P-603	EMULSIFIED ASPHALT TACK COAT	2,000	GAL	\$6.00	\$12,000.00	\$0.10	\$200.00	\$3.80	\$7,600.00
7	P-610	CONCRETE PAVEMENT	1,600	SY	\$155.00	\$248,000.00	\$190.00	\$304,000.00	\$144.80	\$231,680.00
8	P-620	PAVEMENT MARKINGS, WATERBORNE PAINT, WITH REFLECTIVE MEDIA	4,915	SF	\$2.25	\$11,058.75	\$0.40	\$1,966.00	\$2.25	\$11,058.75
9	P-620	PAVEMENT MARKINGS, WATERBORNE PAINT, WITHOUT REFLECTIVE MEDIA	10,110	SF	\$1.25	\$12,637.50	\$0.40	\$4,044.00	\$2.15	\$21,736.50
10	P-620	REMOVE EXISTING APRON MARKINGS	195	SF	\$30.00	\$5,850.00	\$5.00	\$975.00	\$11.35	\$2,213.25
11	P-620	HALF-RATE PAVEMENT MARKINGS, WATERBORNE PAINT, WITHOUT REFLECTIVE MEDIA	4,915	SF	\$1.25	\$6,143.75	\$1.00	\$4,915.00	\$1.80	\$8,847.00
12	T-904	SODDING	1,750	SY	\$4.00	\$7,000.00	\$2.00	\$3,500.00	\$14.85	\$25,987.50
13	'--	REMOVE EXISTING APRON TIE DOWNS	235	EACH	\$150.00	\$35,250.00	\$200.00	\$47,000.00	\$328.70	\$77,244.50
14	'--	INSTALL NEW APRON TIE DOWNS	174	EACH	\$1,000.00	\$174,000.00	\$325.00	\$56,550.00	\$602.00	\$104,748.00
15	'--	INSTALL NEW ACCESS GATE LOOP DETECTORS	1	LS	\$5,000.00	\$5,000.00	\$500.00	\$500.00	\$2,250.00	\$2,250.00
16	'--	INSTALL NEW LEASE LINE IDENTIFICATION MARKERS	13	EACH	\$100.00	\$1,300.00	\$260.00	\$3,380.00	\$222.40	\$2,891.20
17	GP-80	CONSTRUCTION SAFETY AND PHASING PLAN	1	LS	\$75,000.00	\$75,000.00	\$50,000.00	\$50,000.00	\$375,300.00	\$375,300.00
18	GP-80	STABILIZED CONSTRUCTION ACCESS ROAD	2	EACH	\$4,000.00	\$8,000.00	\$1,000.00	\$2,000.00	\$12,430.00	\$24,860.00
19	C-100	CONTRACTOR QUALITY CONTROL PROGRAM (CQCP)	1	LS	\$50,000.00	\$50,000.00	\$75,000.00	\$75,000.00	\$54,500.00	\$54,500.00
20	C-102	TEMPORARY AIR & WATER POLLUTION, SOIL EROSION, AND SILTATION CONTROL	1	LS	\$10,000.00	\$10,000.00	\$25,000.00	\$25,000.00	\$10,500.00	\$10,500.00
21	C-102	INSTALLATION AND REMOVAL OF SILT FENCE	380	LF	\$3.00	\$1,140.00	\$1.00	\$380.00	\$3.90	\$1,482.00
22	C-105	FIELD OFFICE	1	LS	\$20,000.00	\$20,000.00	\$6,000.00	\$6,000.00	\$43,140.00	\$43,140.00
23	C-105	FIELD OFFICE EQUIPMENT	1	LS	\$10,000.00	\$10,000.00	\$14,000.00	\$14,000.00	\$11,610.00	\$11,610.00
24	C-105	MOBILIZATION (10% MAXIMUM OF TOTAL BID AMOUNT)	1	LS	\$236,295.00	\$236,295.00	\$220,000.00	\$220,000.00	\$455,900.00	\$455,900.00
						\$2,615,500.00		\$2,254,738.50		\$4,559,730.70

AGREEMENT FOR CONSTRUCTION SERVICES

THIS AGREEMENT is made as of the 11th day of October in the year 2021, between The City of Leesburg, a Florida Municipal Corporation, whose address is 501 West Meadow Street, Post Office Box 490630, Leesburg, Florida 34749-0630 (hereinafter referred to as the “CITY” or “Owner”), and **CW ROBERTS CONTRACTING, INC.** whose address is 4208 CR 124A, Wildwood, Florida 34785 (hereinafter referred to as the “CONTRACTOR” or “Owner”).

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. Supplemental Conditions included as Attachment ‘A’; and
- c. Invitation for Bid (IFB) 210221 – Apron/Main Ramp Rehab Construction Solicitation Package in its entirety; and
- d. The Professional Drawings titled Apron Rehabilitation – GAI Consultants; and
- e. The Technical Specifications document dated July 2021 consisting of 120 pages; and
- f. The CONTRACTOR’S response to IFB 210221 made electronically on August 26, 2021 at 11:27 AM; and
- g. The Schedule of Contract Items included as Attachment ‘B’.

2. **Scope of Services.** The CONTRACTOR shall furnish the following services generally described as the APRON/MAIN RAMP REHAB CONSTRUCTION to the CITY as listed in Invitation for Bid 210221. Nothing herein shall limit the CITY’S right to obtain bids or proposals for services from other contractors for same or similar work.

3. **Total Construction Cost.** The CONTRACTOR shall perform the Services for a total price not to exceed **\$2,254,738.50**. The cost of these services shall not exceed this amount unless the CITY has executed a written change order approving any increase in price.

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

5. **Professional License.** The CONTRACTOR holds a General Contractors License number CGC1508536 issued by the State of Florida. The name of the Qualifying Agent is Stuart Savoy. CONTRACTOR must maintain this license during the full duration of this Agreement.

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

provisions. Those portions imposing warranty requirements on CONTRACTOR, together with any implied warranties under law, will continue to remain in effect until completion of the expressed and/or implied warranty periods.

7. **Notice to Proceed (NTP).** The CITY's notice to proceed will state the date on which contract time commences. The CONTRACTOR is expected to commence project operations within seven (7) days of the NTP date. The CONTRACTOR shall notify the Engineer at least 214 hours in advance of the time contract operations begins. The CONTRACTOR shall not commence any actual operations prior to the date on which the NTP is issued by the CITY.

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

9. **Commencement and Completion.** The CITY and the CONTRACTOR mutually agree time is of the essence with respect to the dates and times set forth in the Agreement Documents. To that end, the CONTRACTOR will commence work no later than stated in the NTP paragraph and will diligently and continuously prosecute the work at such a rate, and with sufficient forces as will allow the CONTRACTOR to achieve Final Completion no later **ONE HUNDRED SEVENTY (170)** continuous calendar days after CITY issues a Notice to Proceed, subject only to any adjustments in the contract time that may be authorized by change orders properly issued in accordance with the Agreement Documents. In executing this Agreement, CONTRACTOR affirms the time set for completion is reasonable.

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

payment due the CONTRACTOR for the purpose of set-off until such time as the exact amount of damages due the CITY from such breach can be determined.

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

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

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

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

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

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

13. **Guaranty of Faithful Performance and Payment.** Performance and Payment Bonds (Separate bonds), written by a Surety firm satisfactory to the City of Leesburg on forms acceptable to the CITY which comply with Section 255.05(1), Florida Statutes, will be required of the successful Bidder to guarantee that CONTRACTOR will deliver a complete project under

this Contract in strict accordance with the Contract Documents and will, after receiving payment from the CITY, pay promptly all persons supplying him with labor or materials for work.

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

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

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

The completed Bonds will be executed in two (2) counterparts and delivered to the City of Leesburg Procurement Division with the required Power-of-Attorney. The City must receive the Bonds before a Notice to Proceed will be issued.

14. **Liquidated Damages / Failure to Complete On time.** For each calendar day or working day, as specified in the contract, that any work remains uncompleted after the contract time (including all extensions and adjustments as provided in paragraph 80-07 of the Technical Specifications, Determination and Extension of Contract Time) the sum specified in the contract and proposal as liquidated damages (LD) will be deducted from any money due or to become due the Contractor or their own surety. Such deducted sums shall not be deducted as a penalty but shall be considered as liquidation of a reasonable portion of damages including but not limited to additional engineering services that will be incurred by the Owner should the Contractor fail to complete the work in the time provided in their contract.

Work Area	Liquidated Damages	Allowed Construction Time
A	\$2,500 per day	30 Calendar Days
B	\$2,500 per day	25 Calendar Days
C	\$2,500 per day	45 Calendar Days
D	\$2,500 per day	30 Calendar Days
E	\$2,500 per day	40 Calendar Days

The maximum construction time allowed for Work Areas A, B, C, D and E will be the sum of the time allowed for individual schedules but not more than **170 calendar days**. Permitting the Contractor to continue and finish the work or any part of it after the time fixed for its completion, or after the date to

15. **Insurance Requirements.**

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

- i. All required insurance shall be provided by insurers acceptable to the CITY with an A.M. Best rating of at least A: VII.
 - ii. The CONTRACTOR shall require, and shall be responsible for assuring that any and all of its subcontractors secure and maintain such insurance that are required by law to be provided on behalf of their employees and others until the completion of that subcontractors work.
 - iii. The required insurance shall be secured and maintained for not less than the limits required by the CITY, or as required by law, whichever is greater.
 - iv. The required insurance shall not limit the liability of the CONTRACTOR. The CITY does not represent these coverages or amounts to be adequate or sufficient to protect the CONTRACTOR's interests or liabilities, but are merely required minimums.
 - v. The provisions of the required insurance are subject to the approval of the City's Risk Manager, and upon request, the CONTRACTOR shall make available certified copies of the various policies for inspection.
 - vi. All liability insurance, except professional liability, shall be written on an occurrence basis.
 - vii. The CONTRACTOR waives its right of recovery against the CITY to the extent permitted by its insurance policies.
 - viii. Insurance required of the CONTRACTOR, or any other insurance of the CONTRACTOR shall be considered primary, and insurance of the CITY, if any, shall be considered excess as applicable to any claims which arise out of the agreement, Contract or lease.
- b. Certificate of Insurance - The CONTRACTOR shall provide evidence of required minimum insurance by providing the CITY an ACORD or other Certificate of Insurance in forms acceptable to the Risk Manager for the CITY, before any work under the agreement, Contract or lease begins.
 - i. Except for workers' compensation and professional liability, the CONTRACTOR's insurance policies shall be endorsed to name the City of Leesburg as additional insured to the extent of the agreement, Contract or lease.
 - ii. The Certificate(s) of Insurance shall designate the CITY as certificate holder as follows: City of Leesburg, Attn: Purchasing Manager, P.O. Box 490630, Leesburg, Florida 34749-0630.
 - iii. The Certificate(s) of Insurance shall include a reference to the project and/or purchase order number.
 - iv. The Certificate(s) of Insurance shall indicate that the CITY shall be notified at least thirty (30) days in advance of cancellation.
 - v. The Certificate(s) of Insurance shall include all deductibles and/or self-insurance retentions for each line of insurance coverage.
 - vi. The CONTRACTOR, at the discretion of the Risk Manager for the CITY, shall provide information regarding the amount of claims payments or reserves chargeable to the aggregate amount of the CONTRACTOR's liability coverage(s).

- c. Comprehensive General Liability - The CONTRACTOR shall purchase and maintain Commercial General Liability coverage on forms no more restrictive than the latest editions of the Commercial General Liability policies of the Insurance Services Office (ISO). The Commercial General Liability policy shall provide minimum limits of \$1,000,000 per occurrence combined single limit that includes coverage for bodily and personal injury and property damage liability for premises, operations, products and completed operations*, independent Contractors, Contractual liability covering the agreement, Contract or lease, broad form property damage coverage, and property damage resulting from explosion, collapse or underground exposures (x, c, u).
 - i. For remodeling and construction projects, the CONTRACTOR shall purchase and maintain products and completed operations coverage for a minimum of three (3) years beyond the CITY's acceptance of the project.
- d. Business Automobile Liability - The CONTRACTOR shall purchase and maintain Business Automobile Liability coverage on forms no more restrictive than the latest editions of the Business Automobile Liability policies of the Insurance Services Office (ISO). The Business Automobile Liability policy shall provide minimum limits of \$1,000,000 per occurrence combined single limit that includes coverage for claims for bodily injury and property damage arising from the use of motor vehicles, including on-site and off-site operations, and owned, non-owned and hired vehicles, and employee non-ownership use.
- e. Workers' Compensation - The CONTRACTOR shall purchase and maintain Workers' Compensation insurance for all workers' compensation obligations imposed by state law and with employers liability limits of at least \$100,000 each accident and \$100,000 each employee with \$500,000 policy limit for disease.

16. **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.

17. **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.

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. Where a permit or fee is required, CITY will reimburse the CONTRACTOR for the cost of the permits and fees at actual cost without markup. The permit or fee reimbursement amount is in addition to the Total Construction Cost.

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

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

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

CONTRACTOR Contact Information

Name/Title: Stuart Savoy
Address: 4208 CR 124A
City, State & Zip: Wildwood, FL 34785
Telephone: 352-330-2540
Email Address: ssavoy@cwrcontracting.com

CITY Contact Information

Name/Title: Tracey Dean
Telephone: 352-516-7236
Email Address: Tracey.Dean@leesburgflorida.gov

30. **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.

31. **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.

32. **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.

33. **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.

34. **Illegal Alien Labor** - CONTRACTOR shall comply with all provisions of the Federal Immigration and Control Act of 1986 (8 U.S. Code § 1324 a) and any successor federal laws, as well as all provisions of Section 448.09, Florida Statutes, prohibiting the hiring and

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

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

35. **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. **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.

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

FEDERAL CONTRACT PROVISIONS

GENERAL CIVIL RIGHTS PROVISIONS

The CONTRACTOR agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin,

sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

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

Title VI Solicitation Notice:

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

Compliance with Nondiscrimination Requirements

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

Compliance with Regulations: The CONTRACTOR (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

Non-discrimination: The CONTRACTOR, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The CONTRACTOR will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the CONTRACTOR for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the CONTRACTOR of the CONTRACTOR’s obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.

Information and Reports: The CONTRACTOR will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the CITY or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the CONTRACTOR will so certify to the CITY or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

Sanctions for Noncompliance: In the event of a CONTRACTOR's noncompliance with the Non-discrimination provisions of this contract, the CITY will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

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

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

Title VI List of Pertinent Nondiscrimination Acts and Authorities

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

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

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

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

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

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

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

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

[Signature page follows.]

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

CW ROBERTS CONTRACTING, INC.

By: _____

Printed: _____

Its: _____
(Title)

CITY OF LEESBURG, FLORIDA

John Christian, Mayor

ATTEST:

J. Andi Purvis, City Clerk

Approved as to form:

Fred A. Morrison, City Attorney

Attachment 'A'
SUPPLEMENTAL CONDITIONS – CONSTRUCTION

SC-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:

- 1.1. **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.
- 1.2. **City Technical Representative:** There may be a designated Project Representative assigned by the City to inspect the technical aspects of the project. To insure the project is being constructed as designed.
- 1.3. **Engineer of Record:** The Engineer of Record designated by the City following Contract Execution.
- 1.4. **Engineer:** The design professional (engineer, architect, landscape architect or surveyor) designated by the City to serve as the design professional representing the City.
- 1.5. **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.
- 1.6. **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.
- 1.7. **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.
- 1.8. **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.
- 1.9. **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.
- 1.10. **Plans, Drawings and/or Sketches:** Graphic representations of the work to be performed or reproductions thereof.
- 1.11. **Specifications:** Broadly defined, the specifications include all data bound together herein or referenced on the plans, including, but not limited to, General Conditions, Technical Specifications, Special Conditions, Geotechnical Investigation, Supplemental Conditions (if any), other detailed technical specifications, exhibits and all addenda.
- 1.12. **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.

- 1.13. **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.
- 1.14. **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.
- 1.15. **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.

SC-2. **INSPECTION OF WORK** - The Project Representative and his representatives shall, at all times, have access to the work whenever it is in preparation or progress and the Contractor shall provide proper facilities for such access and for inspection. The work will be conducted under the general direction of the Project Representative of the City and is subject to inspection by his appointed inspectors to insure compliance with the terms of the contract. No inspector is authorized to change any provisions of the specifications without written authorization of the City, nor shall the presence or absence of an inspector relieve the Contractor from any requirements of the contract.

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

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

SC-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.

- SC-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.
- SC-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.
- SC-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.
- SC-7. **MAINTENANCE OF TRAFFIC** - Where construction is located in public right of ways, traveled streets and roads, the Contractor shall exercise extreme care in seeing that sufficient area is provided and kept open for police, fire, ambulance, mail and private vehicular traffic.

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

- SC-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.

SC-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.

SC-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.

SC-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.

SC-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.

- SC-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.

- SC-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.

- SC-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.

- SC-16. **WAGE RATES/EQUAL EMPLOYMENT OPPORTUNITY** - Wage rates for laborers, mechanics and apprentices shall not be less than those established by the Florida Department of Labor and Employment Security and/or the United States Department of Labor for this work, as may be attached hereto. The Contractor must insure Equal Employment Opportunity as part of the awarded contract and also subcontracts awarded by the contractor.

- SC-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.

- SC-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:

- 18.1. Submission of list of Subcontractors, Schedule of Values and Progress Schedule.
- 18.2. Designation of Personnel representing the parties in Contract, and the Engineer.
- 18.3. Use of premises by City and the Contractor.
- 18.4. Survey layout and scheduling.
- 18.5. Security and housekeeping procedures.
- 18.6. Requirements for start-up of equipment.
- 18.7. 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.

- SC-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.

- SC-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.

SC-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).

21.1. Submission of RFIs: RFIs shall be prepared and submitted on a form provided by the City.

21.1.1. Forms shall be completely filled in, and if prepared by hand, shall be fully legible after copying by xerographic process.

21.1.2. Each RFI shall be given a discrete, consecutive number.

21.1.3. Each page of the RFI and each attachments to the RFI shall bear the City's project name, project number, date, RFI number and a descriptive title.

21.1.4. 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.

21.2. 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.

21.2.1. Contractor shall review all subcontractor- and supplier-initiated RFIs and take actions to resolve issues of coordination, sequencing and layout of the Work.

21.2.2. 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.

21.2.3. Contractor shall be responsible for delays resulting from the necessity to resubmit an RFI due to insufficient or incorrect information presented in the RFI.

21.3. 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.

21.3.1. 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.

- 21.3.2. If information included with this type RFI by the Contractor is insufficient, the RFI will be returned unanswered.
- 21.4. Unacceptable Uses for RFIs: RFIs shall not be used to request the following:
 - 21.4.1. Approval of submittals
 - 21.4.2. Approval of substitutions
 - 21.4.3. Changes that entail change in Contract Time and Contract Sum
 - 21.4.4. Different methods of performing Work than those indicated in the Contract Drawings and Specifications
- 21.5. 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.
- 21.6. 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.
- 21.7. 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.

SC-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.

SC-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:

- i. 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
- iii. on the basis of the cost of the work plus a Contractor's fee for overhead and profit.

SC-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.

SC-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.

SC-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.

- SC-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.

- SC-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.

- SC-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.

- SC-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.

- SC-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.

SC-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.

SC-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.

SC-34. **THE CITY'S RIGHT TO TERMINATE FOR CAUSE OR CONVENIENCE** - Any Agreement executed as a result of his solicitation may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under the Agreement through no fault of the terminating party, provided that no termination may be effected unless the other party is given:

- i. not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate; and
- ii. an opportunity for consultation with the terminating party prior to termination.

The Agreement may be terminated in whole or in part in writing by the City for its convenience, provided the other party is afforded the same notice and consultation opportunity specified.

If termination for default is effected by the City, an equitable adjustment in the price for this contract shall be made, but no amount shall be allowed for anticipated profit on unperformed services or other work, and any payment due to the Contractor at the time of termination may be adjusted to cover any additional costs to the City because of the contractor's default.

If termination for convenience is effected by the City, the equitable adjustment shall include a reasonable profit for services or other work performed for which profit has not already been included in an invoice.

For any termination, the equitable adjustment shall provide for payment to the contractor for services rendered and expenses incurred prior to receipt of the notice of intent to terminate, in addition to termination settlement costs reasonably incurred by the contractor relating to

commitments (e.g., suppliers, subcontractors) which had become firm prior to receipt of the notice of intent to terminate.

Upon receipt of a termination action under the paragraphs above, the Contractor shall (1) promptly discontinue all affected work (unless the notice directs otherwise) and (2) 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.

Upon termination, the City may take over the work and may award another party a contract to complete the work described in the Agreement.

If, after termination for failure of the Contractor to fulfill contractual obligations, it is determined that the Contractor had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of the City. In such event, adjustment of the contract price shall be made as provided above.

SC-35. CITY'S RIGHT TO TERMINATE FOR DEFAULT - If, through any cause, the Contract 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.

SC-36. **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.

SC-37. **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:

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.

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.

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.

SC-38. **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.

SC-39. **APPLICATION FOR PAYMENT** - The Contractor shall submit to the City, at least 20 days before the date established for each progress payment (but not more often than once a month), an Application for Payment filled out and signed by Contractor covering the work completed as of the date of the Application. Upon review and approval by the City and Engineer (if applicable).

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

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

The City shall not be required to issue progress payments pursuant to the draw schedule until the City has verified, by on-site inspection, that construction has in fact progressed to the stage

at which a draw is required and that the work done and materials furnished are in compliance with the Contract Documents, and all applicable technical codes. The final draw due upon "completion" shall not be payable until the City, its Project Representative or Engineer of Record has determined the work has been completed in accordance with the Contract Documents and a Certificate of Completion has been issued by the City.

SC-40. **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—

- i. Defective work not remedied.
- ii. Claims filed or reasonable evidence indicating probable filing of claims.
- iii. Failure of the Contractor to make payments properly to subcontractors or for materials or labor.
- iv. The Project Representative's opinion that the contract cannot be completed for the balance then unpaid.
- v. Damage to another contractor.
- vi. 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.

SC-41. **FINAL PAYMENT APPLICATION** - Administrative actions and submittals that must precede or coincide with submittal of the final payment Application for Payment include the following:

- i. Completion of Project closeout requirements.
- ii. Completion of items specified for completion after Substantial Completion.
- iii. Assurance that unsettled claims will be settled.
- iv. Transmittal of required project construction records to City.
- v. 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 or 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.

- SC-42. **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)
- SC-43. **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.

SC-44. **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.

SC-45. **COMPLETION OF WORK** - The Contractor shall be considered "substantially complete" when the equipment and systems have been used without failure for seven (7) continuous days, and in the opinion of the City, it's Project Representative or Engineer of Record, all work has been completed in general accordance with the plans and specifications and all test reports, inspections, etc. have been completed and delivered to the Engineer. Substantial completion shall also mean that degree of completion which allows the City to occupy and use the facilities. When the Engineer deems the work to be "substantially complete" he shall indicate this to the City in writing with copies to the Contractor. The date of contract completion shall be the same date at which the Contractor is considered substantially complete by the Engineer.

SC-46. **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.

SC-47. **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.

SC-48. **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.

- SC-49. **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.

- SC-50. **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.

- SC-51. **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.

- SC-52. **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.

- SC-53. **SEPARATE CONTRACTS** - The City reserves the right to let other contracts in connection with this work. The Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work, and shall properly conduct and coordinate his work with theirs.

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

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

- SC-54. **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.

- SC-55. **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.

- SC-56. **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.

- SC-57. **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
- SC-58. **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.
- SC-59. **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).
- SC-60. **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.

SC-61. **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.

- SC-62. **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:
- i. all employees on the Work and other persons and organizations who may be affected thereby;
 - ii. 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.

- SC-63. **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 68. 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.

SC-64. **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:

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

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

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

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

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

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

SC-65. PHYSICAL CONDITIONS

65.1. 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.

65.2. 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.

SC-66. 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.

- SC-67. **SUBSTANTIAL COMPLETION** - When Contractor considers the entire Work ready for its intended use, Contractor shall notify City and Engineer in writing that the entire Work is substantially complete (except for items specifically listed by Contractor as incomplete) and request that Engineer issue a certificate of Substantial Completion. Within a reasonable time thereafter, City, Contractor and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefore. If Engineer considers the Work substantially complete, Engineer will prepare and deliver to City a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. City shall have seven days after receipt of the tentative certificate during which

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

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

SC-68. **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.

SC-69. **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.

SC-70. **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 Attachment 'A']

Attachment 'B'

SCHEDULE OF CONTRACT ITEMS

SPEC NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENDED PRICE
P-101	COLD MILLING EXISTING PAVEMENT, DEPTH VARIES	46720	SQ YD	\$4.00	\$186,880.00
P-152	UNCLASSIFIED EXCAVATION	4570	CU YD	\$8.00	\$36,560.00
P-211	LIME ROCK BASE COURSE	1150	CU YD	\$65.00	\$74,750.00
P-401	ASPHALT SURFACE COURSE	10870	TON	\$104.55	\$1,136,458.50
P-602	EMULSIFIED ASPHALT PRIME COAT	6800	GALLON	\$0.10	\$680.00
P-603	EMULSIFIED ASPHALT TACK COAT	2000	GALLON	\$0.10	\$200.00
P-610	CONCRETE PAVEMENT	1600	SQ YD	\$190.00	\$304,000.00
P-620	PAVEMENT MARKINGS, WATERBORNE PAINT, WITH REFLECTIVE MEDIA	4915	SQ FT	\$0.40	\$1,966.00
P-620	PAVEMENT MARKINGS, WATERBORNE PAINT, WITHOUT REFLECTIVE MEDIA	10110	SQ FT	\$0.40	\$4,044.00
P-620	REMOVE EXISTING APRON MARKINGS	195	SQ FT	\$5.00	\$975.00
P-620	HALF-RATE PAVEMENT MARKINGS, WATERBORNE PAINT, WITHOUT REFLECTIVE MEDIA	4915	SQ FT	\$1.00	\$4,915.00
T-904	SODDING	1750	SQ YD	\$2.00	\$3,500.00
	REMOVE EXISTING APRON TIE DOWNS	235	EACH	\$200.00	\$47,000.00
	INSTALL NEW APRON TIE DOWNS	174	EACH	\$325.00	\$56,550.00
	INSTALL NEW ACCESS GATE LOOP DETECTORS	1	LS	\$500.00	\$500.00
	INSTALL NEW LEASE LINE IDENTIFICATION MARKERS	13	EACH	\$260.00	\$3,380.00
GP-80	CONSTRUCTION SAFETY AND PHASING PLAN	1	LS	\$50,000.00	\$50,000.00
GP-80	STABILIZED CONSTRUCTION ACCESS ROAD	2	EACH	\$1,000.00	\$2,000.00
C-100	CONTRACTOR QUALITY CONTROL PROGRAM (CQCP)	1	LS	\$75,000.00	\$75,000.00
C-102	TEMPORARY AIR & WATER POLLUTION, SOIL EROSION, AND SILTATION CONTROL	1	LS	\$25,000.00	\$25,000.00
C-102	INSTALLATION AND REMOVAL OF SILT FENCE	380	LIN FT	\$1.00	\$380.00
C-105	FIELD OFFICE	1	LS	\$6,000.00	\$6,000.00
C-105	FIELD OFFICE EQUIPMENT	1	LS	\$14,000.00	\$14,000.00
C-105	MOBILIZATION (10% MAXIMUM OF TOTAL BID AMOUNT)	1	LS	\$220,000.00	\$220,000.00
TOTAL					\$2,254,738.50

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A
TASK ORDER WITH GAI CONSULTANTS, INC. FOR AN AMOUNT OF
\$229,730.00; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the City and GAI consultant have an existing Continuing Professional Services Agreement (Master Agreement), and

WHEREAS, the City and GAI Consultant desire to enter into a Task Order under the existing Master Agreement.

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

THAT the Mayor and City Clerk are hereby authorized to execute a Task Order with GAI Consultants, Inc. whose address is 618 E. South Street, Suite 700, Orlando, Florida 32801 to provide professional services for Construction Oversight and Administration on the City's Airport Apron Rehabilitation 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 11th day of October 2021.

Mayor

ATTEST:

City Clerk

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

THIS TASK ORDER is made as of the 11th day of October in the year 2021, between **THE CITY OF LEESBURG, FLORIDA**, a Florida Municipal Corporation, whose address is 501 West Meadow Street, Post Office Box 490630, Leesburg, Florida 34749-0630 (hereinafter referred to as the “CITY”, or “SPONSOR”), and **GAI CONSULTANTS, INC.** whose address is 618 E. South Street, Suite 700, Orlando, FL 32801 (hereinafter referred to as the “PROFESSIONAL”, or “CONSULTANT”).

WITNESSTH:

WHEREAS, on July 12, 2021, pursuant to resolution 10879 the CITY and PROFESSIONAL entered into an Agreement for professional engineering services on a continuing basis (hereinafter referred to as the “Master Agreement”). The Master Agreement is referenced herein as though set forth in full text.

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

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

1. **Recitals.**

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

2. **Scope of Services.**

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

**Project:
LEESBURG INTERNATIONAL AIRPORT APRON REHABILITATION
CONSTRUCTION SERVICES**

3. **Compensation.**

The PROFESSIONAL shall perform the Scope of Services for an amount not to exceed **\$229,730.00**. The cost of these services shall not exceed this amount unless the CITY has executed a written Change Order approving additional Services and additional compensation.

[Signature page follows.]

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

GAI CONSULTANTS, INC.

By: _____

Printed: _____

Its: _____
(Title)

THE CITY OF LEESBURG, FLORIDA

By: _____
John Christian, Mayor

ATTEST:

J. Andi Purvis, City Clerk

APPROVED AS TO FORM:

Fred A. Morrison, City Attorney



ATTACHMENT 'A'

SCOPE OF SERVICES FOR LEESBURG INTERNATIONAL AIRPORT APRON REHABILITATION (CONSTRUCTION SERVICES)

Project Description: The Leesburg International Airport (LEE) existing aircraft parking apron was identified in the 2019 FDOT Statewide Airfield Pavement Management Program report as being a top priority for pavement rehabilitation. FDOT

Project Justification: Three apron sections, 4105, 4120, and 4125, identified in the report have Pavement Condition Index (PCI) values of 51, 57 and 64 respectively. Apron pavements have a Minimum Service Level PCI of 60. At this point in the pavement's lifecycle, rehabilitation is recommended. If the pavement is allowed to deteriorate further, full reconstruction may be required. Reconstruction is more costly and has a far greater impact on airport operations.

Tasks and Cost: This scope of services includes Construction Administration, Resident Engineering, Construction Inspection and QA Material Testing Services. Total Lump Sum cost of this scope of services is **\$229,730.00**.

CONSTRUCTION PHASE SERVICES:

Task 1 - Contract Administration (\$24,000.00)

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

Construction Contract Administration includes the following services:

1. Preparation of reimbursement request packages; coordination of their execution by the Sponsor; and submission to the funding agency.
2. During Construction Phase, aid the Sponsor by acting as its liaison and Project coordinator with the funding agencies.
3. Schedule and conduct a pre-construction conference. Prepare and distribute minutes.
4. Schedule and conduct weekly construction coordination meetings. Prepare and distribute minutes. The Project Manager will attend sixteen (16) meetings in person and the remainder by conference call.
5. Review, approve, or take other appropriate action on all Contractor-required submittals, such as construction schedules and phasing programs, shop drawings, product data, catalog cuts, and samples.

6. Review alternative construction methods proposed by the Contractor and advise the Sponsor of the impact of these methods on the schedule and quality of the Project.
7. Prepare supplemental drawings and change orders necessary to execute the work properly within the intended scope. Assist the Sponsor in resolving contractor claims and disputes.
8. Provide interpretation of the Contract Document requirements and advise the Contractor of these on behalf of the Sponsor when necessary.
9. Prepare, review, and approve monthly and final payments to Contractor(s).
10. Conduct final inspections of the completed Project with the Sponsor's airport personnel, FDOT, and the Contractor.
11. Furnish the Sponsor one reproducible set of the record drawings for the completed Project taken from the annotated record drawings prepared by the resident engineer based upon Contractor-provided information.
12. Issue certificates of construction completion to the Sponsor and FDOT.
13. Perform an orderly closeout of the Project as required by the Sponsor and FDOT.

Task 2 - Construction Observation (\$171,280.00)

The construction observation phase shall consist of construction observation by a resident engineer and a full-time inspector who will:

1. Maintain project records and documentation in accordance with FDOT requirements.
2. Review documents and submissions by Contractor(s) pertaining to scheduling and advise the Sponsor as to their acceptability.
3. Observe the Work to determine general conformity with the Contract Documents and to ascertain the need for correction or rejection of the Work.
4. Attend and conduct pre-paving and pre-installation conferences and weekly progress meetings.
5. Observe testing and inspection. Arrange for, conduct, or witness field, laboratory, or shop tests of construction materials as required by the plans and specifications for the Project.
6. Prepare and submit inspection reports of construction activity and problems encountered as required by the Sponsor and FDOT.

The Consultant agrees to perform the services in the Construction Observation Phase of this Project during the construction contract period, estimated to be as follows:

Pre-Construction:	Inspector	24 hours
	Resident Eng.	24 hours
Inspection:	Inspector	20 weeks @ 50 hrs/week
	Resident Eng.	20 weeks @ 20 hrs/week
Post-Construction:	Inspector	24 hours
	Resident Eng.	24 hours

Task 3 – Quality Assurance Material Testing (\$34,450.00)

During the construction phase the Engineering Laboratory shall consult with and advise the Engineer concerning geotechnical considerations affecting construction of those portions of the Project for which the Engineering Laboratory is to render QA Material Testing services. In connection with observations of the Contractor's work in progress, the Engineering Laboratory shall:

1. Make visits to the site at intervals appropriate to the various stages of construction as requested by the Engineer to perform on-site quality control inspections and/or field tests to ensure compliance of the Contractor's work with Contract Documents. The Engineering Laboratory shall notify the Engineer of its findings on a daily basis. If compliance is not being met, the Engineering Laboratory shall notify the Engineer immediately.
2. Collect such samples and perform such tests as are necessary to check the Contractor's work for compliance with the Contract Documents.
3. The Engineering Laboratory shall provide the following:
 - a. Laboratory Supervisor. The Laboratory Supervisor shall be an employee of the Engineering Laboratory and shall have prior quality control experience on a project of comparable size and scope.
 - b. Asphalt Technician. The Engineering Laboratory shall provide a sufficient number of Asphalt Technicians to adequately inspect the contractor's production.
 - c. Soils/Concrete Technician. The Engineering Laboratory shall provide a sufficient number of Soils/Concrete Technicians to adequately inspect the contractor's operations.
 - d. Field and laboratory reports covering the investigations and analyses.
4. The Engineering Laboratory shall advise the Engineer concerning special monitoring, testing or redesign required because of unforeseen conditions encountered during construction.
5. The Engineering Laboratory shall communicate with Contractor(s) only through, or with the knowledge of, the Engineer.

PAYMENT DELIVERABLES / MILESTONES:

Payment for the above listed items or tasks will be made after the following deliverables are received or milestones occur:

- Payment will be made for activities performed in accordance with the tasks above. A progress report or other means of verification will be provided with each invoice attesting to the work performed.
- Invoices shall be prepared monthly and may be based on a percentage of completion
- Verification of a Pre-construction Conference and Conference Minutes
- Construction Observation Reports
- Construction Inspection Reports
- Record Drawings for the completed project
- Final Inspection and Closeout Documentation
- QA Material Testing results and reports

END OF ATTACHMENT A

07-26-2021

FEE PROPOSAL

**CONSTRUCTION ADMINISTRATION AND OBSERVATION SERVICES FOR APRON REHABILITATION
LEESBURG INTERNATIONAL AIRPORT**

LABOR SUMMARY

TASK	DESCRIPTION	Project Manager		Resident Engineer		Inspector		Subconsultant	Labor Costs	
		Rate/Hour:	\$ 150	Rate/Hour:	\$ 125	Rate/Hour:	\$ 110	Cost	Hours	Cost
		Hours	Cost	Hours	Cost	Hours	Cost			
1	CONTRACT ADMINISTRATION									
1.1	Agency Coordination	32	\$ 4,800		\$ -		\$ -	\$ -	32	\$ 4,800
1.2	Pre-construction meeting	8	\$ 1,200		\$ -		\$ -	\$ -	8	\$ 1,200
1.3	Weekly Construction meetings	40	\$ 6,000		\$ -		\$ -	\$ -	40	\$ 6,000
1.4	Submittal review and approval and RFI resolution	24	\$ 3,600		\$ -		\$ -	\$ -	24	\$ 3,600
1.5	Pay application review and approval	16	\$ 2,400		\$ -		\$ -	\$ -	16	\$ 2,400
1.6	Final Punchwalk, Final PunchList, and Final Inspection	16	\$ 2,400		\$ -		\$ -	\$ -	16	\$ 2,400
1.7	Project closeout	24	\$ 3,600		\$ -		\$ -	\$ -	24	\$ 3,600
	Subtotal	160	\$ 24,000	0	\$ -	0	\$ -	\$ -	160	\$ 24,000
2	CONSTRUCTION OBSERVATION									
2.1	Pre-construction coordination and existing condition documentation		\$ -	24	\$ 3,000	24	\$ 2,640	\$ -	48	\$ 5,640
2.2	On site Resident Engineer		\$ -	400	\$ 50,000		\$ -	\$ -	400	\$ 50,000
2.3	Full-time inspector		\$ -		\$ -	1000	\$ 110,000	\$ -	1,000	\$ 110,000
2.4	Post-construction records preparation & Construction As-Built Review		\$ -	24	\$ 3,000	24	\$ 2,640	\$ -	48	\$ 5,640
	Subtotal	0	\$ -	448	\$ 56,000	1048	\$ 115,280	\$ -	1,496	\$ 171,280
3	QUALITY ASSURANCE MATERIAL TESTING									
3.1	Quality Assurance Material Testing		\$ -	8	\$ 1,000		\$ -	\$ 33,450	8	\$ 34,450
	Subtotal	0	\$ -	8	\$ 1,000	0	\$ -	\$ 33,450	8	\$ 34,450
Total Labor and Expenses		160	\$ 24,000	456	\$ 57,000	1048	\$ 115,280	\$ 33,450	1664	\$ 229,730

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.3.

Meeting Date: October 11, 2021

From: Al Minner, (City Manager)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to enter into a Facility Use Agreement with the Boys & Girls Clubs of Central Florida, Inc.; and providing an effective date.

Staff Recommendation:

Approve Boys & Girls Club Use Agreement

Analysis:

Pursuant to the MOU between the City and the Boys & Girls Club, the attached Use Agreement provides parameters for use of the new building. The high lights of the agreement are a 40-year term and \$500,000 construction contribution to the City from the Boys & Girls Club.

Procurement Analysis:

N/A

Options:

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

Fiscal Impact:

Submission Date and Time:

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER
INTO A FACILITY USE AGREEMENT WITH THE BOYS & GIRLS CLUBS
OF CENTRAL FLORIDA, INC.; AND PROVIDING AN EFFECTIVE DATE.**

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

THAT the Mayor and City Clerk are hereby authorized to execute an agreement with the Boys & Girls Clubs of Central Florida, Inc., whose address is 101 E. Colonial Drive, Orlando, Florida 32801.

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 11th day of October 2021.

Mayor

ATTEST:

City Clerk

FACILITY USE AGREEMENT

THIS AGREEMENT (the “**Agreement**”) is entered into on the _____ day of _____, 2021, between **THE CITY OF LEESBURG, FLORIDA**, hereafter referred to as “**CITY**”, and **BOYS & GIRLS CLUBS OF CENTRAL FLORIDA, INC.**, hereafter referred to as “**CLUB**,”

WITNESSETH:

The City is in the process of constructing a Teen Center (the “Center”) adjacent to the City’s existing gymnasium facility (the “Gym”) at 1851 Griffin Road in Leesburg, Florida. The Club is contributing the sum of \$500,000.00 toward the cost of constructing the Center in proportional draws as construction progresses, and the City has consented in turn to enter into an arrangement which grants the Club the exclusive use of the Center for a period of forty (40) years. For clarity, the existing Gym and City administrative offices are not part of the Center and shall continue to be for the exclusive control of the City, subject to such future agreement that the City and the Club shall enter into for use of the Gym from time to time by Club members. The parties wish to formalize this arrangement by entering into this Agreement.

In consideration for the financial contribution of the Club toward construction of the Center, and the covenants and promises of the Club under this Agreement to operate the Center and pay such expenses of operation as are specified in this Agreement, the City hereby grants to Club the exclusive right to use the Center as the location for the operation of a Boys & Girls Club, as well as the right to use all parking lots, driveways, sidewalks and dumpster areas serving the Center (the “Common Areas”), under the terms and conditions specified below. The Center is located on the City of Leesburg parks and recreation site, and is to be built out by the City as shown on the plans attached to this Agreement as Exhibit A.

1. **TERM.** The term of this Agreement (the "Term") shall be for a period of forty (40) years, commencing on the that date (the "Commencement Date") which is the first day of the first calendar month following the "Possession Date" as hereafter defined. The "Possession Date" shall occur on that date when all of the following conditions have been satisfied: (a) delivery to the Club of a copy of a Certificate of Occupancy for the Center, and (b) full completion of the Center including all landscaping and Common Areas serving the Center (other than minor punchlist items established from a Club and City walk-through of the Premises, which punch list items the contractor has agreed to correct within 60 days of the Possession Date), and (c) delivery by the City to the Club of a written notice that the conditions described in this sentence have been satisfied and possession of the Center is delivered to the Tenant . The Term of this Agreement shall end on the last day of the month which is forty (40) years from the Commencement Date. The parties will enter into a supplement to this Agreement once the Commencement Date can be determined, setting forth the exact Commencement Date and the date on which the term of this Agreement will expire. The Club will surrender possession of the Center to the City on the date this Agreement expires, or if terminated earlier pursuant to its terms, on the date of termination. Tenant shall have the option to extend the Term of this Agreement for one extension period of ten years upon written notice to the Landlord delivered not later than 120 days prior the end of the Term.

2. **RENT.** In addition to the financial contribution towards the construction of the Center the Club has paid the City rent in the amount of \$1.00 per year, for the full 40 years of the Lease term, *plus all applicable sales tax* (sales tax is not payable if Club presents a valid State of Florida sales tax exemption certificate). City acknowledges receipt from the Club of \$40.00.

3. **USE.** The Center shall be for the exclusive use of the Club during the term of this Agreement, and shall be used only for a Boys & Girls Club facility, business offices, and operation of programs for youth operated by the Club, and no other use shall be made of the Center without the prior, written consent of City. The Club shall make no unlawful or offensive use of the Center, nor shall any activity be carried on at the Center which constitutes a nuisance to surrounding property or impedes the ability of the City to use its adjacent Gym.

Club shall not allow the production, use, handling or storage, of illegal, dangerous or toxic chemicals or substances, machines or equipment causing excessive noise or dust particles or anything else of any nature whatsoever which would be injurious to the Center in the reasonable opinion of City. Club shall clean up any environmental contamination at the Center which is determined to be the result of Club's use and occupation thereof, and shall indemnify City against all claims for damages or other relief, plus attorney's fees and costs, due to Club's improper or unlawful production, use, handling, storage, or disposal of any hazardous or toxic wastes or substances, as such may be defined from time to time by any local, State or Federal agency. Club shall be responsible for the acts and behavior of its officers and employees, licensees, invitees, agents, clients, customers and anyone else present at the Center (other than City and its officers, employees and invitees).

Without in any way limiting the generality of any other provision of this Agreement related to the use of the Center, and except as otherwise expressly permitted in this Agreement, Club shall refrain from the following activities at the Center: dry cleaning plant, discotheque, dance hall, nightclub, amusement gallery, pool room, health spa, adult entertainment facility, gymnasium, massage parlor, adult book store, pin ball or electronic game room, a so-called "head shop", funeral parlor, flea market, bingo parlor, cafeteria, sale, rental or Agreement of

automobiles, trucks, other motorized vehicles, or trailers, or car wash. No loudspeakers, television sets, phonographs, radios or other devices shall be used in a manner so as to be heard outside of the Center. In addition, the Center shall not be used for a restaurant and/or cocktail lounge of a parking intensive nature, nor shall any alcoholic beverages be served or sold at the Center at any time,. Notwithstanding the foregoing to the contrary,(i) the following uses of the Center solely as a service to its members (not open to the general public) shall be permitted: pool tables, electronic games, meals and food service to members and staff; and (ii) sounds typically emanating from a Boys & Girls Club that do not rise to the level of a nuisance to neighbors shall be permitted.

4. **DEPOSIT. INTENTIONALLY OMITTED.**

5. **UTILITIES.** Club shall obtain and pay for all utilities, including but not limited to electrical, potable water, wastewater, solid waste disposal, telephone, internet and data services, cable or satellite television service, and all other utilities. Club must keep electrical, water, and wastewater utilities turned on at all times except for outages caused by weather or other events beyond Club's control. All utility bills shall be paid promptly and failure to do so shall constitute a material default under this Agreement. The City shall be responsible for paying all utility charges allocable to the Gym and City's administrative offices, and if such City space is not separately metered, the Club shall allocate a reasonable share of each utility bill to the City and the City shall pay to the Club such reasonably allocated share within 15 days after receipt by the City of an invoice from the Club.

Club shall utilize a dumpster or other appropriate garbage and trash receptacle, for disposal of all garbage, trash and other solid waste. The receptacle shall be closed at all times except when garbage or trash is being deposited or properly removed. In case garbage or trash

attributable to Club is scattered outside of the receptacle so as to constitute an unclean, unattractive or unsanitary condition, City may, at its option, have the refuse cleaned up and bill Club for the reasonable out of pocket cost thereof by adding the same to the next rent installment due as additional rent to become due and payable to City. If the cleanup costs are not paid within 45 days of billing, City may pursue collection in a civil action for damages, and if the City prevails in such action and the Club fails to pay the City within 15 days after judgment is rendered against the Club all liquidated amounts determined by such judgment to be due from the Club, then the City may elect to terminate this Agreement without thereby waiving the right to collect the amount due from Club as damages. No garbage or trash, including but not limited to paper and cardboard, shall be bundled or left outside of the required and approved receptacle for garbage and trash. City shall be the sole provider of solid waste collection services to the Center.

6. **TAXES.** Club shall pay all sales taxes due on the rent or other charges paid by Club to, or on behalf of, City under this Agreement, and all personal property taxes assessed against Club's property kept at the Center, together with any intangible personal property or ad valorem taxes assessed against the property of Club kept or used at the Center. Club shall apply for exemption for the payment of real property taxes and if such exemption is not allowed shall also pay any real property taxes and any special assessments on the real property which may arise by reason of Club's possession and use of the Center under this Agreement.

7. **INSURANCE.** City shall insure the Center against damage by fire and other casualties, however such insurance shall protect City's interests only (including the City's interest in the Center improvements partially paid from the Club's contribution to the cost of constructing the Center). Club is responsible for insuring its own personal property on the Center

site. Also, Club shall at its expense procure, and maintain in force throughout the term: (i) personal injury and public liability insurance in the amount of \$2,000,000.00 as a single limits policy including death, personal injury, and property damage coverage, showing City as an additional insured, with a waiver of subrogation in favor of City, which shall insure against not only any covered incidents occurring on the Center but also against any death, injury to persons or damage to property occurring as persons are entering or leaving the Center; (ii) workers compensation insurance covering any death or personal injury suffered by employees of Club while on the Center; and (iii) such other insurance coverage as City may reasonably require based on programs or services being provided by Club in the Center, and the risks inherent in such programs or services. Proof of such insurance shall be provided to City no later than the commencement of the term and annually thereafter for the balance of the term and any extensions. All such insurance shall be maintained with insurers licensed to operate in Florida, accorded a rating of "A-" or better by A.M. Best.

8. **MAINTENANCE.** The City shall be responsible for all maintenance and repairs which may be due to defects in construction or materials with respect to the original construction of the Center. Club shall repair any major structural defects or damages caused by the negligent or deliberate acts of Club, its agents, servants, clients, or employees. Club shall conduct all routine maintenance and cleaning on the interior of the Center, maintain the interior plumbing and lighting systems within the Center, change air conditioning filters every 90 days or on an as needed basis, whichever is more frequent, and repair any damages caused by the negligent or deliberate acts of Club, its agents, servants or employees, or any independent contractors retained by Club. All repairs to or replacements of the electrical and HVAC systems shall be the responsibility of City, along with maintenance of the roof, the exterior (including without

limitation doors, windows, exterior painting and pressure washing, and exterior plumbing and other utilities serving the Center), the parking areas, and the grounds and common areas on the exterior. If the City shall fail to undertake any repair or maintenance required of the City by this Section 8, Club shall have the right to give reasonable notice to the City of the need for any such repair or maintenance (or in the event of an emergency where there is a threat of imminent property damage or threat to the safety and welfare of the Club members or staff, without notice) and if the City shall fail to promptly and diligently pursue and complete such repair and maintenance, the Club shall have the right to do such repair and maintenance at the sole cost and expense of the City, which out of pocket costs shall be paid by the City to the Club within 15 days after the City receives an invoice from the Club for reimbursement of such costs accompanied by copies of third party invoices evidencing such costs. To help avoid plumbing problems, Club shall refrain from flushing items other than toilet paper into the sewer system. The Center shall be returned to City at the end of this Agreement in as a good a condition, or better, as existed when Club took possession, ordinary wear and tear, casualty damage, and items which the City is required to maintain excepted. Nothing in this paragraph shall apply to damage by fire or other casualty.

9. **FIRE EQUIPMENT.** Club shall provide and maintain approved fire protection devices (fire extinguishers) adequate for each room of Center in accordance with applicable fire safety codes and requirements, excluding however any requirement to install sprinkler systems and fire alarm systems which shall be installed by the City as part of the original construction of the Center as specified in the plans for the Center. Regular monitoring and certifications required by applicable code shall be the responsibility of the City.

10. **ENTRY AND INSPECTION.** At any reasonable time, upon reasonable notice to the Club and accompanied by a Club representative, City may enter the Center personally or through a designated agent and conduct an inspection to determine if Club is complying with the terms of this Agreement; however the City may enter at any time without notice in the event of an emergency situation or if entry is necessary immediately to prevent damage to the Center, as for example to stop an ongoing water leak. If such inspection reveals deficiencies, City shall notify the Club in writing of the deficiencies and if the Club shall fail to correct such deficiencies promptly and diligently following the Club's receipt of such notice, then the City may, but shall not be obligated to, make such repairs, or take any other action, as may be necessary to bring Club into compliance, and recover the costs thereof from Club, in which case the out of pocket costs shall be considered additional rent due from Club within 15 days after the Club's receipt of an invoice therefor accompanied by copies of third party invoices evidencing such costs; failure by Club to pay these sums within 15 days after any judgment is rendered adverse to the Club for recovery by the City of such costs shall be grounds for termination of this Agreement.

11. **ADDITIONAL RENT.** All taxes, costs, charges, and expenses which Club is required by this Agreement to pay, together with all sales or other taxes due thereon and all interest and penalties thereon which may accrue in the event Club fails to pay such amounts, and all damages, costs and expenses (including attorney's fees) which City may incur by reason of any failure by Club to comply with the terms of this Agreement, shall be deemed to be additional rent, and in the event of nonpayment thereof by Club, the City shall have the same rights and remedies with respect thereto as City may have, at law, in equity, or under this Agreement, for nonpayment of the rent itself, provided however that there shall be no right for the City to terminate this Lease because of a failure of the Club to pay any such amounts that are in dispute

unless and until a judgment has been entered adverse to the Club and the Club has failed to pay within 15 days after such judgment all liquidated sums which the judgement determines are owing by the Club.

12. **ALTERATIONS AND IMPROVEMENTS.** No structural alterations or improvements to the Center shall be made by Club, nor shall any signs be erected, unless City has reviewed the plans and specifications and given its written consent before commencement of any such work, which consent will not be unreasonably withheld, conditioned or delayed. City acknowledges that the Club shall have the right to install an exterior building mounted sign and logo for the Boys & Girls Clubs (and at the Club's option with a named substantial donor subject to approval by the Leesburg City Commission), using the Club's standard font and colors. City may require Club to remove any unauthorized signs, alterations, or improvements, and to return the Center to its original condition, and if Club fails or refuses to do so then City may have the necessary work done and assess the out of pocket costs against Club, to be paid within 15 days after receipt by the Club of an invoice therefor accompanied by copies of third party invoices evidencing such costs. All work must conform to applicable codes and be performed by licensed and bonded contractors, and statutory performance and payment bonds shall be secured if the alteration costs exceed \$100,000.00 in aggregate amount, with the City shown as an additional principal on all such bonds. At the end of the term or upon any earlier termination of this Agreement, all alterations and improvements which are affixed or attached to the Center in such a manner that they cannot be removed without damage to the Center, shall become the property of City and shall not be removed by Club, and all other personal property of the Club including but not limited to signs shall be removed and all damage to the Center caused by such removal shall be repaired fully at Club's expense.

13. **LIENS.** The Club shall not have the power or authority to subject the City's interest in the Center to mechanics', laborers' or materialmen's liens of any kind against City's interest during this Agreement. If such a lien is filed, Club shall cause the Center to be released therefrom within 30 days of written demand by City, either by payment in full, or by posting of bond which by law releasing City's interest from the legal effect of such lien. Prior to commencing work, Club shall obtain from any contractor, subcontractor, laborer or materialmen performing work or providing materials for the Center, a waiver of lien whereby such person specifies that he or she will not impose any lien or claim against the City's fee simple interest in the real property by reason of the work done or materials provided. Any such work exceeding \$50,000.00 in amount shall be done only under written contract and City shall have the opportunity to approve such contract before work commences solely for purposes of assuring that such contract and improvements are in compliance with the requirements of this Agreement and laws applicable to construction projects on public property, which approval shall not be unreasonably withheld, conditioned or delayed .

14. **REPRESENTATIONS OF CITY.** In order to induce Club to enter into this Agreement, the City has made the following representations and no others:

- A. City has good title to the Center, and the right to enter into this Agreement without the joinder or consent of any other person or entity;
- B. So long as Club performs in full all of its covenants and conditions under this Agreement, Club shall have quiet and undisturbed possession and enjoyment of the Center.
- C. City will perform and abide by each and every term, covenant and agreement of this Agreement.

- D. City warrants that that all things required by law or by City's governing documents, necessary to the execution of this Agreement have been accomplished, and the person signing this Agreement is authorized to bind City.

15. **REPRESENTATIONS OF CLUB.** In order to induce City to enter into this Agreement, the Club has made the following representations, and no others:

- A. The Club's acceptance of the City's tender of possession on the Possession Date shall be deemed an acknowledgment that the Club has inspected the Center and found it to be fit for Club's intended purposes.
- B. Club will not violate any zoning or land use rules during occupancy, and will obtain and keep in force all licenses and permits required for the operation of Club's activities at the Center. Club will comply with all applicable federal, state and local laws, rules and regulations in its operations at the Center, and will adhere to all terms and conditions of any license or permit issued to Club in connection with its operations at the Center.
- C. Club is acting solely on its own behalf, and not on behalf of any third party or undisclosed principal whomsoever.
- D. Club will perform and abide by each and every term, covenant and agreement of this Agreement.
- E. **EXCEPT FOR ANY WARRANTIES AND REPRESENTATIONS SET FORTH SPECIFICALLY IN THIS AGREEMENT OR IN ANY SEPARATE AGREEMENT RELATING TO THE CITY'S**

CONSTRUCTION OF THE CENTER, ALL WARRANTIES AND REPRESENTATIONS OF ANY NATURE CONCERNING THE CENTER, EITHER ORAL OR WRITTEN, EXPRESSED OR IMPLIED, AND WHETHER OF HABITABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE, ARE WAIVED BY CLUB, AND DISCLAIMED BY CITY, AND CLUB AGREES TO ACCEPT THE CENTER IN "AS-IS," "WHERE-IS" CONDITION, WITH ALL FAULTS.

- F. Club warrants that it is duly formed and validly existing under state law, and that all things required by law or by Club's governing documents, necessary to the execution of this Agreement have been accomplished, and the person signing this Agreement is authorized to bind Club. Failure by Club to maintain its active existence as a corporation in Florida, and all licenses required to conduct its activities at the Center, shall constitute a material breach of this Agreement.

16. **INDEMNITY.** Club and City will each indemnify the other, and hold the other harmless, from and against all claims, debts, demands, or obligations which may be made against the other, or the other's interest in the Center, excepting only those matters which are the direct (and not vicarious) and proximate result of the negligent or deliberate acts of it, its agents, servants or employees, arising out of or in any way connected with its use and occupation of the Center. This indemnity shall extend, without in any way limiting the generality of the foregoing, to any code enforcement proceeding filed against City due to any act or omission of Club at the Center, or against the Club due to any act or omission of the City at the Center, the Common

Areas or the adjacent City Gym and administrative offices. If it becomes necessary for City or Club to defend any action against it, seeking to impose any liability for which it is entitled to indemnity under this provision, the indemnitor will pay not only any judgment entered against the other in such proceeding, but also all reasonable costs and attorney's fees incurred by the other party in its defense of the proceeding.

17. **DAMAGE BY CLUB OR BY FIRE AND CASUALTY.** In the event the Center are damaged by fire or other casualty, whether or not the result of negligence by Club, its agents, servants, employees, invitees or guests, City shall repair the damage to the Center and shall be entitled to utilize for that purpose the insurance proceeds payable under City's fire and casualty policy. While repairs are being effectuated, if the damage renders the Center unusable by Club, rent due hereunder shall abate until repairs are completed. If repairs take longer than three months from the date of the casualty damage, Club shall have the option to cancel this Agreement and upon such cancellation shall have no further obligations hereunder.

If the Center is damaged solely by the intentional or negligent acts or omissions of Club or any of its agents, servants, employees, invitees or guests, then City may repair such damage and restore the Center to its original condition without notice to or consent by Club, and if the damage is covered by City's casualty insurance policy, recover from Club that portion of cost of the repair that represents the deductible under City's casualty insurance policy (not to exceed \$25,000.00), together with any lost rent suffered by City as a result of the intentional or negligent acts of the Club, its agents, servants, employees or guests. If the damage is not covered by City's policy of casualty insurance (provided that City has obtained the policy of insurance in the form required by this Agreement), and the damage is caused solely by the intentional or negligent acts or omissions of Club or any of its agents, servants, employees, invitees or guests, City shall be

entitled to recover from Club the entire amount of City's cost to repair. In the event of damage resulting from the intentional or negligent acts or omissions of Club or any of its agents, servants, employees, invitees or guests, rent shall not abate and Club shall not have the right to cancel this Agreement. so long as City promptly undertakes to repair such damage and in any event completes such repair within 3 months from the date of such damage, unless the damage is not reasonably susceptible of repair within 3 months, in which event City shall have a reasonable time to effectuate the necessary repairs.

18. **BANKRUPTCY.** This Agreement shall be terminated immediately, without notice to Club, in the event Club becomes bankrupt, or files any proceedings as debtor, or takes or has taken against it any action or proceeding in bankruptcy or insolvency, or for reorganization or appointment of a trustee of all or a portion of Club's property; or if Club makes an assignment for the benefit of creditors.

19. **NO WAIVER.** No failure by either party to exercise any remedy available to it in the event of a breach of this Agreement shall be deemed a waiver of any subsequent breach, whether of the same or a different provision of this Agreement, nor shall it be considered a justification of any subsequent breach. Acceptance of rent by City at any time when Club is in default shall not be construed as a waiver of such default, or of City's right to terminate this Agreement on account of such default, nor shall any waiver or indulgence granted by City to Club be taken as an estoppel against City, it being expressly understood that if Club is in default and City accepts rent during the continuance of such default or fails promptly to avail itself of its remedies for such default, this shall not constitute a waiver of such default, but City may at any time, if such default continues, terminate this Agreement on account thereof if permitted by this Agreement.

20. **DEFAULT.** In the event of a default by Club, other than a failure to pay rent or additional rent, which default continues longer than 30 days after the giving of written notice to Club by City demanding that the default be cured, City may take such reasonable action and expend such reasonable sums as may be necessary to cure the default, and recover the cost to cure from the deposit or charge it to Club as additional rent. City may not terminate this Agreement because of any such default unless City has first given written notice to Club of such default and if such default is curable by Club such additional time beyond the 30 days as may be reasonably necessary for the Club to effect such a cure so long as Club has commenced to take steps to cure within the 30 days and is exercising reasonable diligence to complete such cure.

Should Club fail to pay any rent or additional rent hereunder on the date it is first due, and if such past due rent is not paid along with any penalties and late charges, within thirty (30) days after written notice given by City to Club, then City may terminate this Agreement by written notice of termination to Club and retake possession of the Center immediately, and recover from Club the present value of the rent to have been paid by Club over the remainder of the term, computed using a discount rate of 6%, or at its option City may elect to sue for each installment of rent as it falls due; provided however that notwithstanding the foregoing, City may not terminate this Agreement because of a Club failure to pay additional rent if the amount of additional rent payable by Club is in dispute unless and until City has obtained a judgment requiring Club's payment to the City of a liquidated amount and the Club has failed to make payment of such amount within 15 days after the entry of such judgment. In the event City elects to recover the present value of future rents, the rent for the remainder of the term shall be considered accelerated and due immediately upon notice being given to Club. Once City has retaken possession (or if Club refuses to surrender possession, once City has given Club proper

written notice of termination) this Agreement shall be terminated and Club shall have no right to reinstate this Agreement, whether by payment of the arrearages or otherwise.

Notwithstanding any other provision of this Agreement to the contrary, or any requirement in this Agreement for the City to obtain a judgment against the Club before terminating this Agreement, if the City files suit and prevails in a suit against the Club to collect any amount due under this Agreement, or to enforce any term or condition of this Agreement, more than two times in any five (5) year period, then upon any third violation leading to litigation, the City may seek judicial termination of this Agreement for the default in addition to attempting to collect any dollar amounts owed to it in connection with that default, and upon entry of judgment in favor of the City, this Agreement may at the City's option upon written notice to the Club be terminated whether or not the Club has paid the disputed amount due or has otherwise cured the default which led to the third lawsuit.

Upon proper termination of this Agreement, Club shall surrender the Center peaceably to City immediately, and if Club fails to do so it shall be deemed guilty of unlawful detainer of the Center and be subject to remedies provided for that violation. This Agreement shall be considered terminated immediately upon the giving to Club by City of proper written notice of termination. Liquidated damages of \$75.00 per day shall be paid by Club for each day or portion thereof that Club fails to surrender possession of the Center to City in accordance with this Agreement, after termination or expiration hereof.

In any event, in addition to recovery of possession and liquidated damages, City shall also recover all additional rent, costs and attorney's fees incurred by it as a result of the default by Club. Club agrees that it would be impossible to compute the general damages suffered by City should Club default, that it is therefore proper to provide for liquidated damages, and that

the amount of liquidated damages set forth herein is reasonable and does not constitute a penalty or forfeiture.

21. **REMEDIES CUMULATIVE.** City's remedies under this Agreement are cumulative, and no one remedy shall be exclusive, in law or equity, of any other rights which City may have, and the exercise of one right or remedy shall not impair City's standing to exercise any other right or remedy.

22. **ARREARAGES.** Any amount of money to be paid under this Agreement, which is not paid within the prescribed time after it first falls due, shall bear interest at the highest rate allowed by law until paid in full. City, at its sole option, may elect to apply any payment by Club either to amounts most recently due, to amounts farthest in arrears, or to interest due on the arrearages.

23. **ASSIGNMENT.** This Agreement may not be assigned by Club, nor may Club sublet the Center either in whole or in part, without prior written permission from City, which may not be withheld unreasonably so long as no default exists hereunder, provided that no change in use is made without the prior, written authorization of City, and provided further that no assignment or change in use violates any other agreements by City. City shall not be required to consent to any assignment or other transfer, whatsoever, whether total or partial, as long as any default by Club remains in existence.

If this Agreement is assigned to any person or entity pursuant to the provision of Title 11, U.S.C. (the Bankruptcy Code), any and all consideration payable or otherwise to be delivered in connection with any such assignment shall be paid and delivered to City, to be and remain the exclusive property of City and shall not constitute property of the Club or of the estate of Club within the meaning of the Bankruptcy Code. Any such consideration not paid or delivered to

City as provided above shall be held in trust by the recipient for the benefit of City and shall be promptly paid and delivered to City. Any assignee under the Bankruptcy Code shall be deemed, by having received such assignment and without further act or deed, and whether or not such assignee takes physical possession of the Center, to have assumed all of the obligations of Club arising under this Agreement, from and after the date of such assignment. Upon demand by City, any such assignee shall execute and deliver to City an instrument confirming such assumption.

If Club or any assignee or other transferee of Club is not a natural person, the following shall be deemed to be assignments requiring the written consent of City as a condition to continued occupancy of the Center hereunder:

- a. Sale of more than 49% of the shares of a corporate Club which are issued and outstanding on the commencement date of this Agreement;
- b. Issuance by a corporate Club of additional shares which results in the shares issued and outstanding on the commencement date of this Agreement being reduced, after the new issue, to less than 51% of the then outstanding and issued shares;
- c. Any other action by a corporate Club, or its shareholders, the result of which is to reduce the percentage of shares owned by those shareholders existing as of the date of this Agreement to less than 51%;
- d. Any change in the partners of a Club which is a general partnership;
- e. Any change in general partners of a limited partnership Club or any reduction in the percentage of ownership in the partnership by any general partner.
- f. Any change in membership of a limited liability company, change in partners of a limited liability partnership, or other change in equity ownership of any Club which is not a

natural person, as a result of which the percentage of equity ownership held by those persons who are equity owners as of the date this Agreement is signed is reduced below 51%.

24. **MEMORANDUM.** City may, at its option, record a memorandum of this Agreement in the Public Records of Lake County, Florida, so as to alert third parties of the nature and duration of Club's interests in the Center.

25. **ESTOPPEL CERTIFICATE.** At any time, upon request by a party, the other party agrees to execute a certificate stating:

- A. That no default exists at the time on the part of the other party, or setting forth the nature of the default if one does exist;
- B. The term, rental amount, termination date, and other material provisions of this Agreement;

26. **RELATIONSHIP OF PARTIES.** Nothing in this Agreement shall be deemed to create a relationship of partnership, principal and agent, or any other relationship between the parties other than owner and occupant, the rights of each being governed by this Agreement and general law. Club agrees that it shall not challenge the fee title of City in the Center or claim any interest superior thereto.

27. **COSTS AND FEES.** In any litigation arising under this Agreement, the prevailing party shall be entitled to recover its reasonable court costs and attorneys' fees, whether at trial, on appeal, in any proceedings in bankruptcy or insolvency, and in any efforts to collect or enforce a judgment obtained.

28. **GOVERNING LAW.** This Agreement shall be applied and construed in accordance with the Laws of Florida. Venue for any action hereunder shall be in Lake County,

Florida. The courts of the State of Florida shall have jurisdiction to hear and decide any and all disputes which arise under this Agreement.

29. **NOTICES.** Any notice required by this Agreement shall be in writing and shall be either delivered in person, sent by Federal Express, UPS or other widely recognized overnight courier service, or mailed by United States Mail, certified with return receipt requested and all postage charges prepaid. Except where receipt is specifically required in this Agreement, any notice sent by U.S. Mail in accordance with these standards to the proper address as set forth below shall be deemed to be effective on the second business day after the date of postmark; any notice personally delivered shall be effective upon delivery; and any notice sent by overnight courier shall be effective on the next business day after it is placed in the hands of the courier, properly addressed; and any time period shall begin running as of that date, whether or not the notice is actually received. Notices shall be given in the following manner, or in such other manner as may be directed by either party, in writing, from time to time:

- A. To City at the address specified for payment of rent, to the attention of the City Manager.
- B. To Club by mailing or delivery to Club at Boys & Girls Clubs of Central Florida, Attention CEO, 101 E Colonial Drive, Orlando, FL 32801.

30. **CONSTRUCTION.** Any word in this Agreement shall be read as either singular or plural, and as either masculine, feminine or neuter gender as the context may require. Captions are included for convenience only, and shall not be construed to limit, expand, or otherwise modify the text of this Agreement in any manner. This Agreement is to be construed without regard to which party drafted it or participated most actively in the drafting of it, and it

shall be presumed that both parties contributed equally to the drafting of this Agreement and to the terms, conditions and covenants contained in it.

31. **NATURE OF AGREEMENT.** This Agreement sets forth the entire understanding of the parties with regard to its subject matter. It 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 except to the extent specifically set forth herein. This Agreement may not be amended orally, by implication, by course of conduct, or in any other manner whatsoever than by way of a written instrument signed by both parties hereto or their lawful successors. Each party represents for the benefit of the other that it has not entered into this Agreement in reliance on, or on the basis of, any promise, negotiation, representation, undertaking or agreement of the other party, oral or written, which is not specifically set forth within this Agreement, and each party hereby waives all rights, claims and causes of action based on any promise, negotiation, representation, undertaking or agreement of the other party, oral or written, which is not specifically set forth within this Agreement.

32. **BINDING EFFECT.** This Agreement shall be binding on, and inure to the benefit of, not only City and Club, but also their respective successors and assigns.

33. **CONDEMNATION.** The parties agree that in the event of an eminent domain taking or conveyance of part or all of the Center in lieu of condemnation, City will be exclusively entitled to be paid by the condemning authority any condemnation award or compensation for the value of the real estate taken, for real estate severance damages, and for City's attorney fees and litigation expenses which are taxable against the condemning authority to the extent that the law provides for the same. Further, it is agreed that Club/tenant shall be

exclusively entitled to be paid by the condemning authority any condemnation award of compensation for expenses related to removal from the Center, for any loss of business, for business damages, for any relocation benefits, for moving expenses (excluding expenses for moving property belonging to City), for any losses resulting to trade fixtures owned by Club, and for Club's attorney fees and litigation expenses taxable against the condemning authority to the extent that the law provides for the same.

34. **SEVERABILITY.** If any provision hereof is declared invalid or unenforceable, it shall be severed herefrom and the remainder of the Agreement shall continue in full force as if executed originally without the invalid portion.

35. **ADA COMPLIANCE.** If during the term any alterations or improvements to the Center are required in order to comply with the Americans With Disabilities Act, to the extent such improvements were first required by law subsequent to the Commencement Date, such improvements shall be the responsibility of the Club. If required by law on the Commencement Date, the City shall be responsible for such alterations and improvements. The Club shall observe and comply with all requirements of the ADA in its operations at the Center, and shall hold the City harmless from any loss or damage (including court or administrative costs and attorney's fees) arising out of any violation of ADA by Club in the operation of its business or any failure by Club to make any improvements required by ADA which are the responsibility of Club. At Club's option, in lieu of making such alterations or improvements costing in the aggregate more than \$15,000.00, Club may terminate this Agreement by written notice to City.

36. **RADON GAS.** Radon is a naturally occurring radioactive gas that, when it has accumulated in sufficient quantities, may present health risk to persons who are exposed to it over time. Levels of radon that exceed Federal and State Guidelines have been found in buildings

in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

37. **IN WITNESS WHEREOF**, the parties have executed this Agreement.

THE CITY OF LEESBURG, FLORIDA

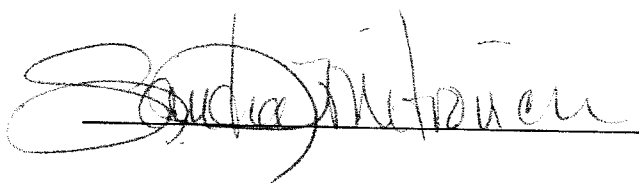
By: _____
JOHN CHRISTIAN, Mayor
Date: _____

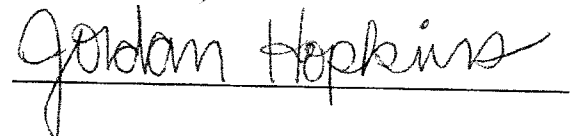
ATTEST: _____
ANDI PURVIS, City Clerk

APPROVED AS TO FORM AND CONTENT:

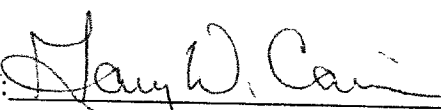
CITY ATTORNEY

CLUB:
BOYS & GIRLS CLUBS OF CENTRAL
FLORIDA, INC.



Sandra Mitchell


Jordan Hopkins

BY: 

GARY CAIN, President
DATE: September 28, 2021

in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

37. **IN WITNESS WHEREOF**, the parties have executed this Agreement.

THE CITY OF LEESBURG, FLORIDA

By: _____
JOHN CHRISTIAN, Mayor
Date: _____

ATTEST: _____
ANDI PURVIS, City Clerk

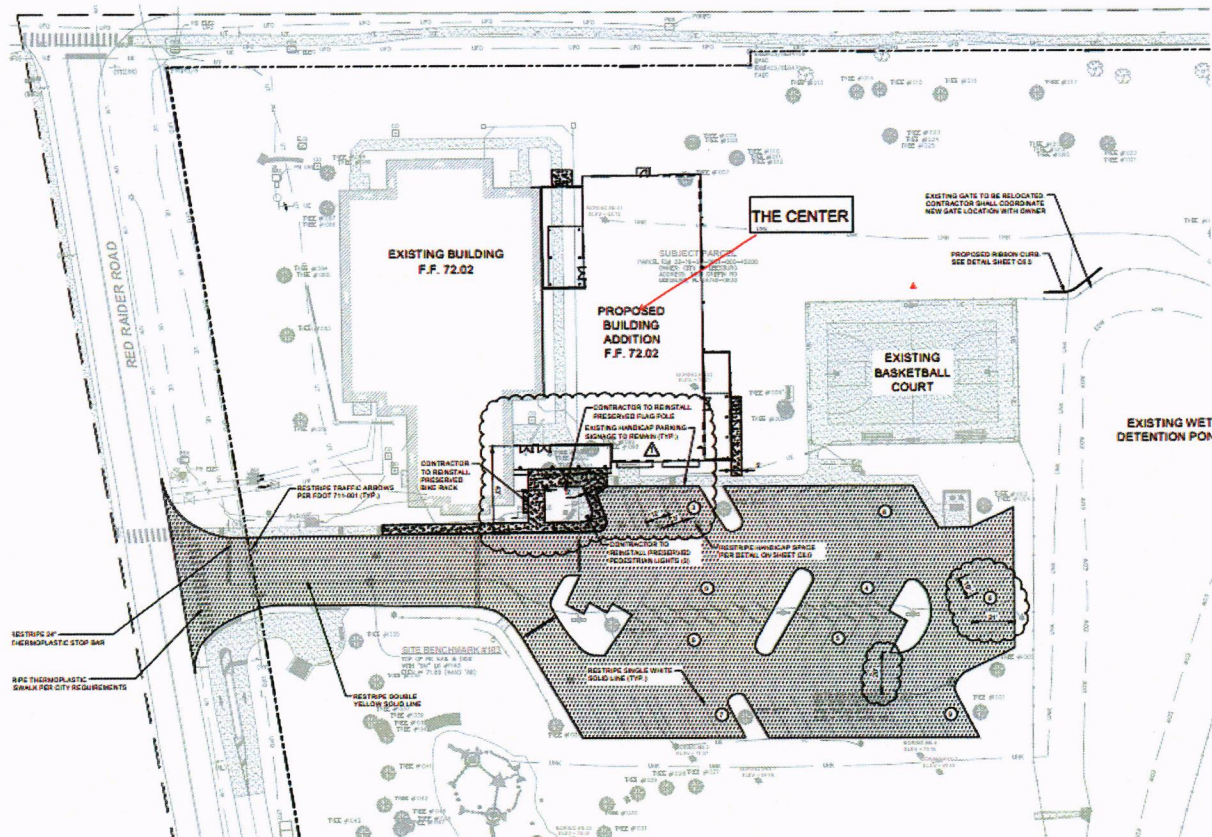
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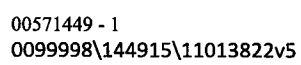
CITY ATTORNEY

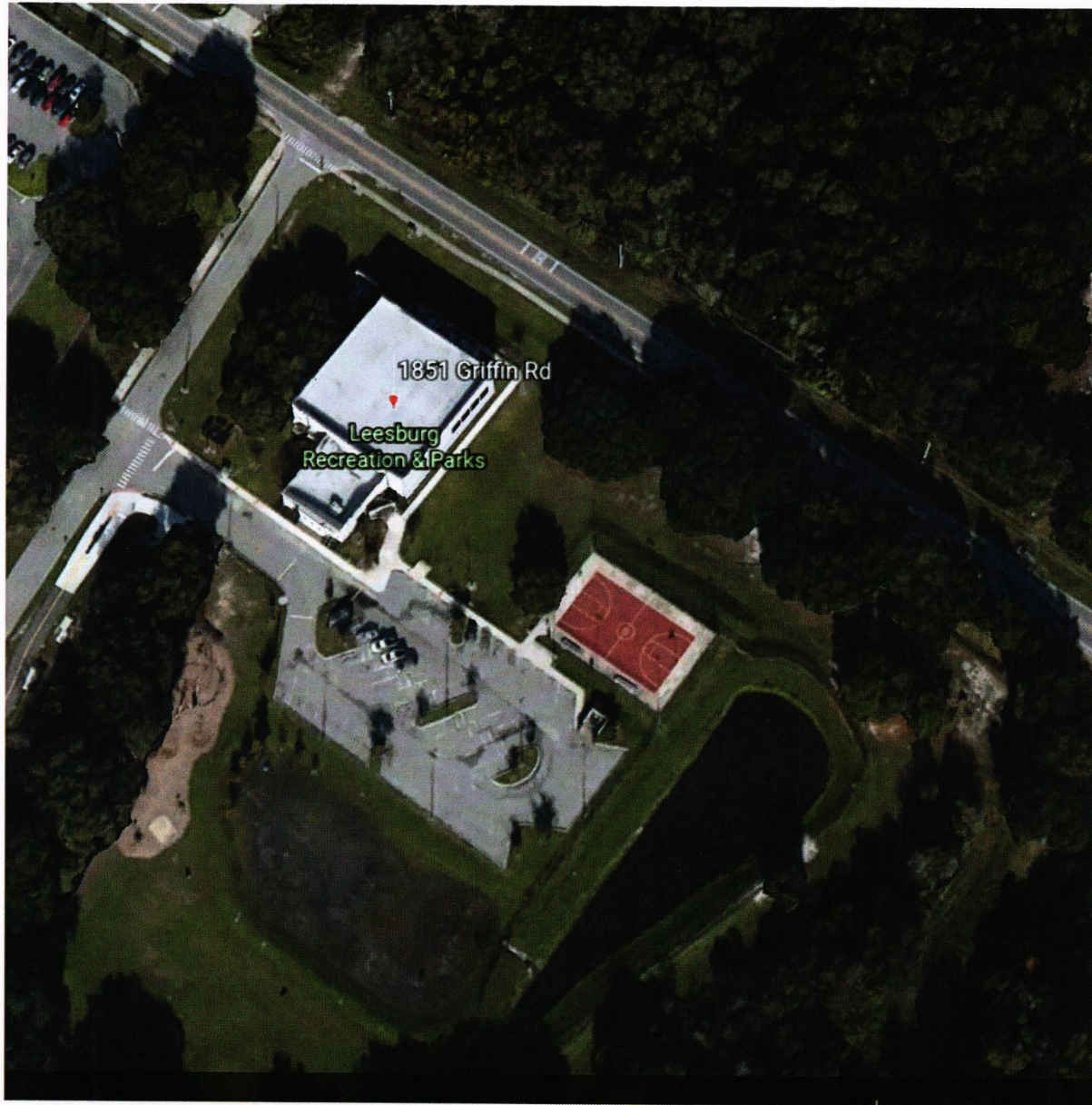
CLUB:
BOYS & GIRLS CLUBS OF CENTRAL
FLORIDA, INC.

BY: Gary W. Cain
GARY CAIN, President
DATE: September 28, 2021

The following site plan, floor plan and aerial show the location and planned build out of the Center, as well as the adjacent parking, drives and other Common Areas serving the Center.







City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.4.

Meeting Date: October 11, 2021

From: Jack Rogers, (Gas Director)

Subject: Resolution of the City Commission of the City of Leesburg, Florida authorizing and directing the Mayor and City Clerk to execute a Directive to Florida Gas Utility to purchase firm gas supply at discount pricing from Municipal Gas Authority of Georgia; and providing an effective date.

Staff Recommendation:

Staff recommends approval of a Directive to Florida Gas Utility to purchase firm gas supply at discount pricing.

Analysis:

Florida Gas Utility has been the gas purchasing agency for the City of Leesburg since 2000. They are offering the opportunity for the City to secure firm gas supply for a thirty-year term at an initial discounted pricing of \$0.35/Dth off the inside Ferc First of Month Index. After the initial term of 5 years, repricing may occur (Variable Discount). If the discount rate drops below \$0.23/Dth, Leesburg will have the option to exercise its right to terminate the contract and the same right to terminate will apply during any other repricing period over the life of the contract. This firm gas pricing commitment will apply to approximately 15% of Leesburg's total gas load. Should Leesburg experience an unforeseen significant loss of gas load, the contract may be terminated. The Annual discount from Index price will be approximately \$27,000 annually. This annual savings is passed through directly to our gas customers.

Procurement Analysis:

N/A

Options:

1. Approve the Directive to Florida Gas Utility for the purchase of firm gas supply; or
2. Such other action that the Commission deems appropriate.

Fiscal Impact:

A reduction of approximately \$27,000 annually in the cost of gas which is passed through to our natural gas customers.

Submission Date and Time: 10/6/2021 1:26:47 PM

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA AUTHORIZING AND DIRECTING THE MAYOR AND CITY
CLERK TO EXECUTE A DIRECTIVE TO FLORIDA GAS UTILITY TO
PURCHASE FIRM GAS SUPPLY AT DISCOUNT PRICING FROM
MUNICIPAL GAS AUTHORITY OF GEORGIA; AND PROVIDING AN
EFFECTIVE DATE.**

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

THAT the Mayor and City Clerk are hereby authorized and directed to execute a directive to Florida Gas Utility to purchase firm gas supply at discount pricing from Municipal Gas Authority of Georgia.

THIS RESOLUTION shall take effect upon its passage and adoption according to law.

PASSED AND ADOPTED at the regular meeting of the City Commission of the City of Leesburg, Florida, held on the 11th day of October 2021.

THE CITY OF LEESBURG, FLORIDA

Mayor

ATTEST:

City Clerk

NATURAL GAS SUPPLY AGREEMENT

BY AND BETWEEN

MUNICIPAL GAS AUTHORITY OF GEORGIA

AND

FLORIDA GAS UTILITY

DATED AS OF September 1, 2021

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NATURAL GAS SUPPLY AGREEMENT

PREAMBLE

This Natural Gas Supply Agreement, dated as of September 1, 2021 (the “Agreement”), is made and entered into by and between Florida Gas Utility, a Florida public body corporate and politic and joint action agency formed under the Florida Interlocal Cooperation Act (“Gas Purchaser”), and Municipal Gas Authority of Georgia, a public body corporate and politic, a public corporation and an instrumentality created and existing under the laws of the State of Georgia (the “Gas Authority”). Gas Purchaser and the Gas Authority are sometimes hereinafter referred to in this agreement collectively as the “Parties” or individually as a “Party.”

RECITALS

WHEREAS, Main Street Natural Gas, Inc. (“Main Street”) is a Georgia nonprofit corporation established pursuant to the Georgia Nonprofit Code, as amended (O.C.G.A. Sections 14-3-101 through 14-3-1701) (the “Act”); and

WHEREAS, Main Street has planned and developed a project to acquire long-term Gas supplies from Citi Prepaid Energy LLC (“Citi” or the “Prepaid Gas Supplier”), pursuant to a Prepaid Natural Gas Purchase and Sale Agreement, dated August 24, 2021 (the “Prepaid Gas Agreement”), between Main Street and the Prepaid Gas Supplier, to meet a portion of the requirements of the Gas Authority for sales of Gas to its member municipalities (each a “Member,” and collectively the “Members” of the Gas Authority) and other Municipal Utilities (defined herein) (the “Prepaid Project”); and

WHEREAS, the Gas Authority has entered into an agreement with Main Street for the purchase of all of the Gas supplies from the Prepaid Project; and

WHEREAS, Main Street will finance the prepayment under, and the other costs of, the Prepaid Project by issuing its Gas Project Revenue Bonds, in one or more Series (including Sub-series),

pursuant to a Trust Indenture, dated as of September 1, 2021 (the “Indenture”), between Main Street and U.S. Bank National Association, as trustee (the “Trustee”); and

WHEREAS, Gas Purchaser is a Florida public body corporate and politic and joint action agency formed under the Florida Interlocal Cooperation Act and owns and operates a gas supply joint action organization for the sale of Gas and related services to its wholesale municipal gas distribution system customers, municipal electric distribution system customers and other municipal electric joint action agencies; and

WHEREAS, subject to the terms and conditions set forth in this Agreement, Gas Purchaser desires to purchase a portion of its Gas supply requirements from the Gas Authority under this Agreement and the Gas Authority desires to sell to Gas Purchaser such supplies of Gas; and

WHEREAS, the Parties recognize that the Gas sold under this Agreement is a portion of the Gas purchased by the Gas Authority from Main Street in the Prepay Project; and

WHEREAS, as a condition precedent to the effectiveness of the Parties’ obligations under this Agreement, Main Street will have entered into the Prepaid Gas Agreement and will have issued the Bonds (as hereinafter defined).

NOW, THEREFORE, in consideration of the premises and mutual covenants set forth in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Gas Authority and Gas Purchaser agree as follows.

ARTICLE I

DEFINITIONS AND CONSTRUCTION

1.1 Construction of the Agreement

The Preamble and the Recitals set forth above are incorporated into this Agreement for all purposes. References to Articles, Sections, and Exhibits throughout this Agreement are references to the corresponding Articles, Sections, and Exhibits of this Agreement unless otherwise specified. All

Exhibits are incorporated into this Agreement for all purposes. References to the singular are intended to include the plural and vice versa. The word “including” and related forms thereof is intended to be interpreted inclusively, whether or not the phrase “but not limited to” follows such word or words.

1.2 Definitions

Unless another definition is expressly stated in this Agreement, the following terms and abbreviations, when used in this Agreement, are intended to and will have the following meanings:

“Agreement” is defined in the Preamble.

“Alternate Delivery Point” has the meaning specified in Section 3.1.

“Annual Delivery Period” means each one-year period during the Delivery Period, beginning with the Month of April and ending with the Month of March with the first such period commencing with the Month of April 2022.

“Annual Reconciliation Date” means the 15th day of the Month following the end of each Annual Delivery Period.

“Annual Refund” means the annual refund, if any, provided to the Gas Purchaser and calculated pursuant to the procedures specified in Section 4.3.

“Annualized Daily Quantity” or “ADQ” means for any Annual Delivery Period, the sum of the Daily Contract Quantities divided by the number of days in such Annual Delivery Period.

“Available Discount” means, for each Delivery Month of a Reset Period, the amount, expressed in cents per MMBtu (rounded down to the nearest one-half cent), determined by the Calculation Agent pursuant to the Re-Pricing Agreement. The Available Discount will equal the sum of the Monthly Discount and any anticipated Annual Refunds for the applicable Reset Period.

“Board of Directors” means the Board of Directors of Main Street.

“Bond Counsel” has the meaning set forth in the Indenture.

“Bond Resolution” means the Resolution adopted by the Board of Directors on April 14, 2021, authorizing Main Street’s issuance of the Bonds.

“Bonds” means Main Street’s Gas Supply Revenue Bonds, Series 2021C, issued in one or more Sub-series pursuant to the Indenture in order to finance Main Street’s purchase of Gas from the Prepaid Gas Supplier under the Prepaid Gas Agreement and costs associated therewith, and any Refunding Bonds issued by Main Street under the Indenture.

“Btu” means one British thermal unit, the amount of heat required to raise the temperature of one pound of water one degree Fahrenheit at 60 degrees Fahrenheit, and is the International Btu. The reporting basis for Btu is 14.73 pounds per square inch absolute and 60 degrees Fahrenheit; provided, however, that the definition of Btu as determined by the operator of the relevant Delivery Point will be deemed conclusive in accordance with Article VI of the Prepaid Gas Agreement; and provided further that in the event of an inconsistency in the definition of “Btu” between this definition and the definition of “Btu” in the Prepaid Gas Agreement, the definition in the Prepaid Gas Agreement will apply.

“Business Day” means (i) with respect to payments and general notices required to be given under this Agreement, any day other than (a) a Saturday or Sunday, (b) a Federal Reserve Bank holiday, (c) any day on which commercial banks located in either New York, New York, or the State of Georgia are required or authorized by law or other governmental action to close, or (d) any other day excluded pursuant to the Indenture, and (ii) with respect to Gas deliveries and notices with respect thereto, any day.

“Central Prevailing Time” or “CPT” means Central Daylight Savings Time when such time is applicable and otherwise means Central Standard Time.

“Citi” means Citi Prepaid Energy LLC.

“Cf” means a cubic foot of Gas, defined as the amount of Gas required to fill a cubic foot of space when the Gas is at an absolute pressure of 14.73 pounds per square inch absolute and at a temperature of 60 degrees Fahrenheit.

“Code” means the Internal Revenue Code of 1986, as amended, 26 U.S.C. §1 *et seq.*

“Commercially Reasonable” or “Commercially Reasonable Efforts” means, with respect to any decision, purchase, sale or other action required to be made, attempted or taken by a Party under this Agreement, such decision or efforts as a reasonably prudent Person would make or undertake, as the case may be, for the protection of its own interest under the conditions affecting such decision, purchase, sale or other action. For the avoidance of doubt, the reasonableness of any action taken by a Party under this Agreement will be determined at the time of such action, taking into full account the facts, circumstances and competitive environment surrounding such action.

“Contract Price” means the price per MMBtu described in Section 4.1.

“Daily Contract Quantity” or “DCQ” means, for each Month (i) with respect to a Delivery Point, the quantity of Gas in MMBtu required to be delivered by the Gas Authority to Gas Purchaser and received by Gas Purchaser from the Gas Authority each Gas Day during such Month, as set forth in Exhibit B, and (ii) with respect to all Delivery Points, the aggregate of the Daily Contract Quantities for each Delivery Point.

“Delivery Month” means each Month in which delivery and receipt of the Daily Contract Quantities are to be made under this Agreement for each Gas Day of such Month. When used in connection with (i) the Initial Reset Period, the term "Delivery Month" will mean the first Month of the Initial Reset Period and each Month thereafter to and including the Month prior to the last Month of such Initial Reset Period, and (ii) any other Reset Period, the term "Delivery Month" will mean the Month prior to the first Month of such Reset Period and each Month thereafter to and including the Month prior to the last Month of such Reset Period.

“Delivery Period” means the period from and including the first Gas Day of April 2022 to and including the last Gas Day of March 2052, unless earlier terminated pursuant to Article V.

“Delivery Point” is defined in Section 3.1.

“Discount” means, for each Delivery Month of the Initial Reset Period, 33 cents per MMBtu of Gas delivered under this Agreement, plus the Annual Refund, if any. The Discount to be established for each subsequent Reset Period during the term of this Agreement will be set pursuant to the re-pricing provisions of this Agreement that are applicable to each Reset Period. The Discount for any such Reset Period may not be less than the Minimum Discount, absent the acceptance of a lower Discount by Gas Purchaser for any such Reset Period pursuant to the procedures set forth in Section 5.3 of this Agreement. The Discount in every case includes the Monthly Discount plus the projected Annual Refund.

“Estimated Available Discount” is defined in Section 5.3.

“Event of Insolvency” means with respect to any Person the occurrence and continuance of one or more of the following events: (a) the issuance, under the laws of the state or other jurisdiction having primary regulatory authority over such Person or any successor provision thereto (or any other law under which such Person is at the time organized), of an order for relief, rehabilitation, reorganization, conservation, liquidation or dissolution of such Person that is not dismissed within 30 days; (b) the commencement by such Person of a voluntary case or other proceeding seeking an order for relief, liquidation, rehabilitation, conservation, reorganization or dissolution with respect to itself or its debts under the laws of the state or other jurisdiction of incorporation or formation of such Person or any bankruptcy, insolvency or other similar law now or hereafter in effect including, without limitation, the appointment of a trustee, receiver, liquidator, custodian or other similar official for itself or any substantial part of its property; (c) the consent of such Person to any relief referred to in the preceding clause (b) in an involuntary case or other proceeding commenced against it; (d) the

appointment of a trustee, receiver, liquidator, custodian or other similar official for such Person or any substantial part of its property by a government agency or authority having the jurisdiction to do so; (e) the making by such Person of an assignment for the benefit of creditors; (f) the failure of such Person generally to pay its debts or claims as they become due; (g) the Person will admit in writing its inability to pay its debts when due; (h) the declaration of a moratorium with respect to the payment of the debts of such Person; or (i) the initiation by such Person of any action to authorize any of the foregoing.

“FERC” means the Federal Energy Regulatory Commission and any successor thereto.

“FERC Gas Tariff” means the interstate pipeline tariff filed by a Transporter pursuant to FERC regulations and approved by FERC, as amended from time to time.

“Firm” means that performance by a Person may be interrupted without liability only to the extent that such performance is prevented by reasons of Force Majeure with respect to such Person asserting Force Majeure.

“Force Majeure” is defined in Section 13.2.

“Gas” means natural gas or any other mixture of hydrocarbon gases, or of hydrocarbons and liquids or liquefiables, or of hydrocarbons and non-combustible gases, consisting predominantly of methane.

“Gas Authority” is defined in the Preamble.

“Gas Day” means a period of 24 consecutive hours beginning at 9:00 a.m. CPT on a calendar day and ending at 9:00 a.m. CPT on the next calendar day. The date of the Gas Day will be the date at its beginning. If, through standardization of business practices in the industry or for any other reason, a Transporter, or FERC with general applicability, changes the definition of Gas Day, such change will apply to the definition of Gas Day in this Agreement with respect to such Transporter or generally, as applicable.

“Gas Purchaser” is defined in the Preamble.

“Gas Purchaser’s Transporter” means the Transporter receiving Gas on Gas Purchaser’s behalf at the Delivery Point.

“Gas Supplier” means the Prepaid Gas Supplier or any permitted assignee of the Prepaid Gas Supplier pursuant to the Indenture and the Prepaid Gas Agreement.

“Government Agency” means the United States of America, any state or commonwealth thereof, any local jurisdiction, any political subdivision of any of the foregoing, and any other division of government of any of the foregoing, including but not limited to courts, administrative bodies, departments, commissions, boards, bureaus, agencies, municipalities, or instrumentalities.

“Imbalance Charges” means any fees, penalties, costs or other charges (in cash or in kind) assessed by a Transporter for failure to satisfy the Transporter’s balancing, scheduling and/or nomination requirements based on such Transporter’s FERC Gas Tariff.

“Indenture” means the Trust Indenture, dated as of September 1, 2021, between Main Street and the Trustee, as it may be amended or supplemented from time to time.

“Index Price” means, with respect to a Delivery Point, the Monthly market index price for such Delivery Point described in Section 4.2, and any substitute index price for such Delivery Point determined under Section 4.2.

“Initial Reset Period” means the period from and including April 2022 to and including November 2028.

“Main Street” is defined in the Preamble.

“Mcf” means 1,000 cubic feet of Gas.

“Member” means a Municipal Utility that has executed an all-requirements gas supply contract with the Gas Authority and is a member of the Gas Authority.

“Minimum Discount” means 23 cents (\$0.23) per MMBtu.

“MMBtu” means 1,000,000 Btu, which is equivalent to one dekatherm.

“Month” means the period beginning at the beginning of the first Gas Day of a calendar month and ending at the beginning of the first Gas Day of the next calendar month. The term “Monthly” will be construed accordingly.

“Monthly Discount” means (i) for each Month of the Initial Reset Period and for each Delivery Point, 33 cents per MMBtu, and (ii) for each Month of a Reset Period thereafter and for each Delivery Point, the Monthly Discount portion of the Available Discount for such Reset Period determined by the Calculation Agent pursuant to the Re-Pricing Agreement

“Municipal Utility” means any Person that (i) is a governmental person as defined in the implementing regulations under Section 141 of the Internal Revenue Code of 1986 and any successor provision, (ii) owns either or both a Gas distribution utility or an electric distribution utility (or provides Gas or electricity at wholesale to, or that is sold to entities that provide Gas or electricity at wholesale to, governmental persons that own such utilities), and (iii) agrees in writing to use the Gas purchased by it for a qualifying use as defined in U.S. Treas. Reg. § 1.148-1(e)(2)(iii).

“Person” means any individual, public or private corporation, partnership, limited liability company, state, county, district, authority, municipality, political subdivision, instrumentality, partnership, association, firm, trust, estate, or any other entity or organization whatsoever.

“Prepaid Gas Agreement” is defined in the Recitals.

“Prepaid Gas Supplier” or “Supplier” means Citi or any permitted assignee of Citi pursuant to the Indenture and the Prepaid Gas Agreement.

“Prepaid Project” is defined in the Recitals.

“Primary Delivery Point” is defined in Section 3.1.

“Prime Rate” means the interest rate published in *The Wall Street Journal* or comparable successor publication under the heading “Money Rates” and the subheading “Prime Rates” or

comparable headings for the U.S. that, on the date of this Agreement, is described in *The Wall Street Journal* as “the base rate on corporate loans posted by at least 70% of the 10 largest U.S. banks.”

“Priority Gas” means the Daily Contract Quantities of Gas to be purchased by the Gas Purchaser under this Agreement, together with Gas (i) purchased by the Gas Purchaser, the Issuer or a related joint powers authority using the proceeds of bonds, notes, or other obligations the interest on which is excluded from income for federal income tax purposes pursuant to a long-term prepaid gas purchase agreement or (ii) produced from oil and gas reserves in the ground owned by the Gas Purchaser, the Issuer or a related joint powers authority that were financed with the proceeds of bonds, notes, or other obligations the interest on which is excluded from income for federal tax purposes.

“Refunding Bonds” means any Bonds issued by Main Street under and in accordance with the Indenture to refund the Bonds or any other Bonds then outstanding under the Indenture.

“Remaining Term” means, as of any date, the period commencing on such date and ending on the last day of the last Delivery Month under the Prepaid Gas Agreement.

“Remarketing Election” means an election by the Gas Purchaser pursuant to Section 5.3(b) of this Agreement to have its Daily Contract Quantities remarketed for the Remaining Term following the occurrence of a Remarketing Event.

“Remarketing Election Deadline” means the last date and time by which the Gas Purchaser may provide a Remarketing Election Notice, which will be 4:00 p.m. Central Prevailing Time on the 10th day of the Month (or, if such day is not a Business Day, the next succeeding Business Day) prior to the first Delivery Month of a Reset Period with respect to which a Remarketing Event has occurred.

“Remarketing Election Notice” means written notice of a Remarketing Election provided by the Gas Purchaser to the Gas Authority pursuant to Section 5.3(b) of this Agreement.

“Remarketing Event” means receipt by the Gas Purchaser of notice from the Gas Authority that the Available Discount for the next Reset Period is a discount that is less than the Minimum Discount, as described in Section 5.3(a) of this Agreement.

“Re-Pricing Agreement” means the Re-Pricing Agreement, dated as of September 1, 2021, by and among Citi, Main Street, and the Trustee, as amended or supplemented from time to time in accordance with its terms.

“Re-Pricing Date” has the meaning set forth in the Re-Pricing Agreement.

“Reset Period” means each five-year period (or such longer or shorter period as may be agreed to by Main Street and Citi pursuant to the Re-Pricing Agreement) commencing on the last day of the Initial Reset Period or prior Reset period, as the case may be, and ending on the fifth anniversary (or such later or earlier anniversary, as the case may be) of such last day; *provided* that the final Reset Period will be the period from the last day of the prior Reset Period to the Final Maturity Date (as defined in the Re-Pricing Agreement).

“Transaction Documents” has the meaning set forth in the Indenture.

“Transporter” means all Gas gathering or pipeline companies transporting Gas for the Gas Authority or Gas Purchaser upstream or downstream, respectively, of the Delivery Point.

“Trustee” means U.S. Bank, National Association, as trustee for the Bonds under the Indenture, including any successor or co-trustee thereunder.

ARTICLE II

SERVICE OBLIGATIONS

2.1 Gas Supply Service.

The Gas Authority acknowledges and agrees that Gas Purchaser has a need to acquire Gas supplies to provide service to its wholesale municipal gas distribution system customers, municipal electric distribution system customers and other electric joint action agencies on a long-term basis and

that a significant portion of such Gas supplies must be priced with reference to deregulated market prices in order to enable Gas Purchaser to ensure that it may provide sales service at competitive prices. The Gas Authority understands that Gas Purchaser has asserted that its long-term viability providing an essential public service depends in part upon its ability to receive secure and reliable supplies of Gas on a long-term basis in pre-determined quantities that are priced with reference to deregulated market prices in the form and structure of the Contract Price, and that Gas Purchaser has further asserted that such Contract Price must be at the lowest reasonable level consistent with the maintenance of secure and reliable service. Gas Purchaser has requested the Gas Authority to provide deliveries of Gas to it consistent with these objectives, and Gas Purchaser understands and acknowledges that the Gas Authority has sized its purchases in the Prepaid Project in part to meet Gas Purchaser's request and satisfy Gas Purchaser's asserted objectives and that the Prepaid Project does so. Accordingly, and subject to the terms of this Agreement, for each Gas Day of each Delivery Month during the Delivery Period, the Gas Authority will tender for delivery to Gas Purchaser at each Delivery Point on a Firm basis, and Gas Purchaser will purchase and receive from the Gas Authority at each Delivery Point on a Firm basis, the applicable Daily Contract Quantity of Gas for such Delivery Point and Delivery Month set forth in Exhibit B.

2.2 Nature of the Prepaid Project

Gas Purchaser acknowledges and agrees that the Gas Authority will meet its obligations to provide Gas supply service to Gas Purchaser under this Agreement exclusively through its purchase

of long-term Gas supplies from Main Street pursuant to the Prepaid Project and that Main Street is financing its purchase of such long-term supplies through the issuance of the Bonds.

ARTICLE III

RECEIPT AND DELIVERY POINTS

3.1 Delivery Points

All Gas delivered under this Agreement will be delivered and received in the Daily Contract Quantity specified for the corresponding point of delivery set forth on Exhibit A (each a “Primary Delivery Point”) for such Daily Contract Quantities or to any other point of delivery (an “Alternate Delivery Point”) that has been mutually agreed to by the Gas Authority and Gas Purchaser (each Primary Delivery Point or Alternate Delivery Point, if specified, being a “Delivery Point”).

3.2 Transfer of Title

Gas Purchaser will take title to all Gas delivered to it by the Gas Authority at the applicable Delivery Point and will own such Gas and will assume all risk of loss following its transfer at the applicable Delivery Point.

3.3 Priority of Gas and Remediation Event

The Gas Purchaser covenants and agrees to take the Daily Contract Quantity delivered by Gas Authority under this Agreement (a) in priority over and in preference to all other Gas available to the Gas Purchaser that is not Priority Gas, and (b) in priority over and in preference to all other Priority Gas that is contracted for after the dated date of this Agreement. Upon a Remediation Event under the Prepaid Gas Agreement with respect to the Daily Contract Quantity, the Gas Purchaser will be relieved of its obligation to purchase and take delivery of Gas under this Agreement as to those quantities of Gas to the extent of the Remediation Event; provided, however, not less than six months prior to a Remediation Event being declared, Gas Purchaser may request that a Remediation Use be effected respecting the applicable quantities of Gas, and upon such request, the Gas Authority will

work in good faith to effect the requested Remediation Use. Capitalized terms used in this section but not defined have the meaning set forth in the Prepaid Gas Agreement.

“Remediation Event” means that Disposition Proceeds have remained for two (2) years or more within the Disposition Proceeds Ledger without having been applied to a Remediation Use, unless there is a Favorable Opinion of Bond Counsel permitting other action.

“Remediation Use” means, with respect to Disposition Proceeds, any of the following: (a) the purchase of Gas in an amount equal to such Disposition Proceeds and the sale of such Gas for a Qualifying Use (as evidenced by a Qualifying Use Certificate); (b) the application of an amount equal to the Disposition Proceeds by the Gas Authority to the purchase of Gas which Gas is sold by the Gas Authority for a Qualifying Use; or (c) the application of an amount equal to the Disposition Proceeds to the purchase of electricity in compliance with Treasury Regulation Section 1.148-1(e)(2)(iii)(B)(2).

ARTICLE IV

PRICING OF GAS SUPPLY SERVICES

4.1 Charge Per MMBtu Delivered

For each MMBtu of Gas delivered by the Gas Authority to Gas Purchaser at a Delivery Point, Gas Purchaser will pay the Gas Authority the Contract Price for such Gas, which will be the applicable Index Price, as defined in Section 4.2, less the Monthly Discount in effect for the applicable Delivery Month, plus any Index Premium, as defined in Section 4.4 below. Gas Purchaser will not be required to pay for any Gas that is not tendered for delivery by (or on behalf of) the Gas Authority.

4.2 Index Price

The Index Price for a Delivery Point for any Month will mean the price per MMBtu, stated in U.S. dollars, as indicated on Exhibit A.. If any source of an Index Price should cease to make public such price, the Index Price for a Delivery Point will be the price per MMBtu, stated in U.S. dollars,

for Gas to be delivered at such Delivery Point during the applicable Month as set forth in an alternative index as determined under Section 6.08 of the Prepaid Gas Agreement. The Gas Authority will afford Gas Purchaser the opportunity to provide its recommendations and other input to the Gas Authority for the Gas Authority's use in the process under Section 6.08 of the Prepaid Gas Agreement.

4.3 Annual Refunds

In addition to the Monthly Discount applicable to deliveries of the Daily Contract Quantity to Gas Purchaser under the Agreement, the Gas Authority will provide such Annual Refund to Gas Purchaser as may be available for distribution following distribution of refunds to the Gas Authority by Main Street pursuant to the Indenture. Such Annual Refund, if any, will be paid by the Gas Authority to Gas Purchaser and the other Project Participants (the Gas Authority and other Customers, as defined in the Indenture) as soon as practicable following the receipt of funds for such purpose by the Gas Authority from Main Street under the terms of the Indenture. Gas Purchaser and the other Project Participants will be allocated a proportionate share of the refunds received by the Gas Authority in accordance with each Project Participant's Annualized Daily Quantity as a percentage of the aggregate Annualized Daily Quantities of all Project Participants for the applicable period from the Prepaid Project.

4.4 Index Premium.

(a) In addition to the Contract Price payable by Gas Purchaser to the Gas Authority as set forth in Section 4.1, Gas Purchaser will pay the applicable Index Premium for the Delivery Points in effect for the month of delivery. The Index Premium for each Delivery Point, which will be established under the Prepaid Gas Agreement between Citi and Main Street and flowed through from Main Street to the Gas Authority and from the Gas Authority to Gas Purchaser, is set forth in Exhibit A and will remain in effect through the date corresponding to each such Delivery Point. Thereafter,

as to each Delivery Point, the Index Premium will be subject to adjustment no more often than quarterly upon mutual agreement of Main Street and Citi under the Prepaid Gas Agreement, and such Index Premium will be for a minimum period of at least three months. The Gas Authority will notify Gas Purchaser at least 15 Days before the end of each Index Premium period to enable Gas Purchaser to participate in the process of establishing the new Index Premium, if any, prior to the beginning of the next Index Premium period. At least one day prior to agreeing to establish an Index Premium, the Gas Authority shall provide notice to Gas Purchaser of any offer to establish an Index Premium and the Gas Authority will not agree to such offer to the extent Gas Purchaser has objected in writing prior to the Gas Authority so agreeing, all consistent with the process described in Section 3.05 of the Prepaid Gas Agreement.

(b) Upon adjustment of the Index Premium as to any Delivery Point, the Gas Authority and Gas Purchaser will execute a revised Exhibit A reflecting the new Index Premium, if any.

4.5 Assistance with Sales to Third Parties

In the event Gas Purchaser does not require all or any portion of the DCQ for any Gas Day as a result of a loss of load on its system, Gas Purchaser will nonetheless be obligated to pay the Gas Authority the Contract Price for all such quantities as provided in Section 6.2. Nevertheless, upon reasonable notice, in the event Gas Purchaser's natural gas requirements fall below its purchase obligations under this Agreement, plus all of its long-term supply agreements or production sharing or other arrangements, in each case, that were executed and financed prior to the date of this Agreement on a tax-exempt basis by Gas Purchaser or by the ultimate provider of such supply to Gas Purchaser ("Prior Financed Gas Arrangements"), and Gas Purchaser is unable to sell the portion of the DCQ excess to such requirements (the "Excess Gas") to another Municipal Utility, the Gas Authority will use Commercially Reasonable Efforts to sell such quantities, to the extent permitted in the Prepaid Gas Agreement, or to arrange for the sale of such quantities by Main Street or Citi, (i) to

another Municipal Utility, or (ii) if necessary, to another purchaser. If the Gas Authority (or Main Street or Citi) succeeds in making or arranging such a sale or sales, the Gas Authority will credit against the amount owed by Gas Purchaser for such Gas an amount per MMBtu of such sales equal to the per MMBtu revenues received by the Gas Authority in connection with such sales less all directly incurred costs or expenses, including but not limited to any remarketing administrative charges paid to Main Street or Citi, but in no event more than the Contract Price, minus, in all cases, a Gas Authority remarketing administrative charge of five cents (\$0.05) per MMBtu. Gas Purchaser will not have the right to remarket under this Section any portion of the DCQ resulting from Gas Purchaser's purchase after the date of execution of this Agreement of lower net cost gas supplies from alternative sources.

4.6 Permanent Loss of Gas Need.

(a) In the event of permanent loss of need for Gas on any of Gas Purchaser's local distribution company ("LDC") systems participating in this transaction due to (i) the permanent cessation of all or part of the operations of a large industrial customer; or (ii) the sale of the relevant LDC system to any entity other than a governmental person, Gas Purchaser may give notice of the permanent reduction of such quantities from its Daily Contract Quantity for the remaining term of this Agreement. If the Gas Authority, subject to Section 3.3, is reasonably satisfied that such loss of need for Gas (as described in (i) or (ii) above) is permanent, the Gas Authority will reduce Gas Purchaser's Daily Contract Quantities through the remaining term of this Agreement accordingly.

(b) In the event of permanent loss of need for Gas by any of Gas Purchaser's municipal electric joint action agencies participating in this transaction due to (i) the permanent loss of gas-fired electric generation facilities (evidenced by the municipal electric joint action agency's Executive Committee or Board of Directors taking action which has the effect of approving, consenting to, or acquiescing to the cessation of operation of natural gas fired generation for the remaining term of the Gas Supply Agreement), (ii) a permanent reduction in requirements for Gas due to a change in Gas

Purchaser's generation requirements (including as a result of increased purchases of renewable generation or economic dispatch of other non-Gas-fired generation), or (iii) legislative or regulatory imposition of requirements upon the municipal electric joint action agency related to climate change, reduction in greenhouse gas emissions, or other environmental concerns that has the effect of requiring the municipal electric joint action agency to change its generation portfolio mix to include less fossil fuel-dependent generation resources or pay an additional charge, tax, or penalty for continuing to operate or rely upon fossil fuel-dependent generation resources (respectively, which shall be deemed by the Parties to have occurred if the municipal electric joint action agency must reduce fossil fuel-dependent generation resources such that its needs for Gas under this Agreement are either reduced or eliminated and the municipal electric joint action agency's reasonably projected Gas needs from such units are less than the total quantity of Priority Gas allocable to the municipal electric joint action agency); then Gas Purchaser may give notice of the permanent reduction of such quantities from its Daily Contract Quantity for the remaining term of this Agreement. If the Gas Authority, subject to Section 3.3, is reasonably satisfied that such loss of need for Gas (as described in this Section 4.6 (b)) is permanent, which shall not be unreasonably withheld, conditioned, or delayed, the Gas Authority will reduce Gas Purchaser's Daily Contract Quantities through the remaining term of this Agreement accordingly.

(c) As used in this Section 4.6, "permanent" means a period of time, at any time, that lasts for at least as long as the Remaining Term of this Agreement.

ARTICLE V

TERM; REMARKETING ELECTION

5.1 Term

This Agreement will be effective as of the date first set forth above and will be implemented as appropriate to effectuate purchases and sales of Gas under this Agreement for deliveries

commencing on the first Gas Day of the Delivery Period. Unless earlier terminated in accordance with this Article V, this Agreement will remain in full force and effect for a term ending on the last Gas Day of the Delivery Period, subject in either case to the winding up arrangements set forth in Section 5.4 (the "Term") and to the provisions of Section 5.2.

5.2 Early Termination Upon Termination of Prepaid Gas Agreement or Default by Gas Purchaser

Notwithstanding Section 5.1, Gas Purchaser acknowledges and agrees that, in the event the Prepaid Gas Agreement terminates prior to the end of the Term, (i) this Agreement will terminate on the date of early termination of the Prepaid Gas Agreement, and (ii) the Gas Authority's obligation to deliver Gas under this Agreement will terminate on the same date on which the Gas Supplier's obligation to deliver Gas to Main Street under the Prepaid Gas Agreement terminates; provided, however, that in the event of such early termination, the Gas Authority agrees to continue to deliver to the Gas Purchaser and the Gas Purchaser agrees to purchase from the Gas Authority the Daily Contract Quantity at the applicable Delivery Point for the remainder of the Month during which such early termination has occurred and for three Months thereafter, at a price equal to the Index Price plus any Index Premium. In addition, Gas Purchaser acknowledges and agrees that this Agreement may terminate prior to the end of the Term as a result of a default by Gas Purchaser under Article XIV. The Gas Authority will provide notice to Gas Purchaser of any early termination of this Agreement pursuant to this Section 5.2, the date of such termination, and the date on which the obligation to purchase Gas at the Index Price plus any Index Premium will end.

5.3 Early Termination following a Remarketing Election at a Reset Period

(a) Reset Protocol. For each Reset Period following the Initial Reset Period, the Gas Authority will provide to Gas Purchaser, at least nine (9) days prior to the applicable Remarketing Election Deadline (without regard to any extension thereof as provided for in subsection (d) of this

Section 5.3), written notice setting forth the duration of such Reset Period and the estimated Discount available for such Reset Period. The Available Discount will be finally determined as set forth in subsection (d) of this Section 5.3. For each Delivery Month of a Reset Period, the Discount will be the Available Discount per MMBtu, as so determined.

(b) Remarketing Event. In the event the estimated Available Discount (“Estimated Available Discount”) for a Reset Period is less than the Minimum Discount (a “Remarketing Event”), the notice provided pursuant to Section 5.3(a) will state (i) that a Remarketing Event has occurred and (ii) that Gas Purchaser may (A) continue to purchase and receive its Daily Contract Quantity for each Gas Day of each Delivery Month during such Reset Period at a Contract Price that reflects the Discount available for the Reset Period (as finally determined as hereinafter described), or (B) elect that such Daily Contract Quantity be remarketed for the Remaining Term (a “Remarketing Election”) by providing a Remarketing Election Notice (as defined in Section 5.3(c)) prior to the Remarketing Election Deadline, which will be set forth in the notice.

(c) Remarketing Election; Early Termination. If Gas Purchaser makes a Remarketing Election and thereby elects to have its Daily Contract Quantity remarketed for the Remaining Term following the occurrence of a Remarketing Event, Gas Purchaser will provide written notice of such Remarketing Election to the Gas Authority, Main Street and the Trustee (its “Remarketing Election Notice”) not later than the applicable Remarketing Election Deadline. A Remarketing Election Notice will be in substantially the form attached hereto as Exhibit D. In the event Gas Purchaser provides a Remarketing Election Notice on or prior to the applicable Remarketing Election Deadline, the Delivery Period will terminate as of the end of the last Gas Day of the last Delivery Month of the Reset Period then in effect, and this Agreement will terminate as of the last day of such Reset Period (subject only to the winding up arrangements described in Section 5.4).

(d) Final Determination of Available Discount. The Parties acknowledge and agree that the final Discount available for any Reset Period following the Initial Reset Period will be determined on the applicable Re-Pricing Date, and that such Discount may differ from the estimate or estimates of such Discount provided to Gas Purchaser prior to the applicable Remarketing Election Deadline, provided that the final Discount will not be less than the Minimum Discount unless the Gas Purchaser affirmatively agrees to such a Discount or fails to provide a Remarketing Election Notice prior to the Remarketing Election Deadline.

5.4 Winding Up Arrangements

The termination of this Agreement will not relieve either Party of any obligation to pay amounts due under this Agreement for periods prior to the effective date of such termination, including all interest, costs and indemnity obligations, or to effectuate all winding up arrangements, or to take any other actions as may be necessary to effectuate all of the terms of this Agreement. For the avoidance of doubt, Gas Purchaser will not be responsible for the payment of more than the Contract Price for Gas deliveries as a result of any winding up arrangements, except for any Index Premium and any Imbalance Charges that may be owed by Gas Purchaser.

ARTICLE VI

FAILURE TO PERFORM

6.1 Cost of Replacement Gas

Except in cases of Force Majeure, for each MMBtu that the Gas Authority is obligated to deliver to Gas Purchaser under this Agreement but fails to deliver, the Gas Authority will pay to Gas Purchaser an amount equal to the difference between the price per MMBtu which would have been applicable to the undelivered Gas under Article IV and any higher price per MMBtu which Gas Purchaser actually incurred to obtain an equivalent quantity of replacement Gas, including but not limited to any incremental charges associated with the transportation and storage of such replacement

Gas, exercising Commercially Reasonable Efforts to obtain such replacement Gas and alternate transportation at a Commercially Reasonable price. For purposes of this Section 6.1, replacement Gas includes without limitation Gas withdrawn from storage, liquefied natural gas, and peak shaving, and costs associated with obtaining such Gas include without limitation storage withdrawal and injection costs, storage fuel, and liquefaction and vaporization costs for stored liquefied natural gas; provided, however, that, for purposes of the foregoing, the price of any such replacement Gas withdrawn from storage will be the market price applicable to such Gas at the time of withdrawal.

6.2 Obligation to Take the Daily Quantity

Subject to the operation of Section 4.5 governing load loss, if on any Gas Day the Gas Authority tenders the Daily Contract Quantity for delivery to Gas Purchaser at the applicable Delivery Point and Gas Purchaser fails to take such Daily Contract Quantity, Gas Purchaser will remain obligated to pay the Gas Authority the Contract Price for such gas. If Gas Purchaser's failure to take is due to a loss of load as established by Gas Purchaser in a manner satisfactory to the Gas Authority, the provisions of Section 4.5 will apply. If not, the Gas Authority will credit to Gas Purchaser's account any net revenues the Gas Authority may receive from the ultimate sale of such Gas to other Municipal Utilities up to the Contract Price, less a Gas Authority remarketing administrative charge of five cents (\$0.05) per MMBtu.

6.3 No Consequential or Special Damages

Neither Party will be liable for consequential, incidental, special, or punitive damages or losses which may be suffered by the other as a result of the failure to deliver or take or pay for the required quantities of Gas under this Agreement.

6.4 Imbalances

The Parties will use Commercially Reasonable Efforts to avoid the imposition of any Imbalance Charges. If the Gas Authority or Gas Purchaser receives an invoice from a Transporter

that includes Imbalance Charges related to the obligations of either Party under this Agreement, the Parties will determine the validity as well as the cause of such Imbalance Charges. If the Imbalance Charges were incurred as a result of Gas Purchaser's takes of quantities of Gas greater than or less than the Daily Contract Quantity at any Delivery Point, then Gas Purchaser will pay for such Imbalance Charges or reimburse the Gas Authority for such Imbalance Charges paid by the Gas Authority. If the Imbalance Charges were incurred as a result of the Gas Authority's deliveries of quantities of Gas greater than or less than the Daily Contract Quantity at the Delivery Point, then the Gas Authority will pay for such Imbalance Charges or reimburse Gas Purchaser for such Imbalance Charges paid by Gas Purchaser. Notwithstanding the provisions of Sections 6.1 and 6.2, the Parties may mutually agree to make up any differences between the Daily Contract Quantity and the quantity delivered or taken on any Gas Day in kind.

ARTICLE VII

RESPONSIBILITY FOR TRANSPORTATION

The Gas Authority will make all arrangements for transportation services required to effect the delivery of the Daily Contract Quantity to the Delivery Point. Gas Purchaser will take all actions and be responsible for making all arrangements required to effect the transportation of the Daily Contract Quantity from the Delivery Point, including but not limited to all nominations, scheduling, balancing, and associated management and administrative functions. The Gas Authority will bear all costs and expenses of transportation prior to the delivery of the Daily Contract Quantity at the Delivery Point, except as provided in this Agreement. Gas Purchaser will bear all costs of transportation from the Delivery Point. For the avoidance of doubt, actual transportation costs will not have any effect in the determination of the Index Premium.

ARTICLE VIII
DELIVERY REQUIREMENTS

8.1 Specifications

All Gas delivered under this Agreement will be merchantable and will, upon delivery, conform to the quality specifications and heating value specified in the FERC Gas Tariff of Gas Purchaser's Transporter for the applicable Delivery Point.

8.2 Pressure

All Gas sold by the Gas Authority to Gas Purchaser under this Agreement will be delivered to Gas Purchaser at the pressure maintained from time to time in the facilities of Gas Purchaser's Transporter at the applicable Delivery Point.

8.3 Measurement

Gas sold under this Agreement will be measured through the existing measurement facilities of Gas Purchaser's Transporter at the applicable Delivery Point in accordance with the provisions of such Transporter's FERC Gas Tariff. The unit of volume for measurement of Gas delivered under this Agreement will be one Mcf or otherwise as consistent with such Transporter's measurement at the Delivery Point. The sales unit of the Gas will be one MMBtu, established by converting Mcfs measured at the Delivery Point to MMBtus according to the Btu content determined by such Transporter on a dry basis at the Delivery Point under such Transporter's FERC Gas Tariff. With respect to any measurement of Gas delivered or received under this Agreement at a Delivery Point, the measurement of such Gas (including the definition of Btu used in making such measurement) by the operator of such Delivery Point will be conclusive.

ARTICLE IX

TITLE AND RISK OF LOSS

The Gas Authority warrants the title to all Gas sold to Gas Purchaser under this Agreement. Transfer of custody and title to Gas sold under this Agreement will pass to and vest in Gas Purchaser at the applicable Delivery Point. As between the Parties, the Gas Authority will be deemed to be in exclusive control and possession of Gas delivered under this Agreement prior to the time of delivery to Gas Purchaser at such Delivery Point, and Gas Purchaser will be deemed to be in exclusive control and possession of Gas delivered under this Agreement from such Delivery Point.

ARTICLE X

ROYALTIES AND TAXES

10.1 Royalties and Other Charges

The Gas Authority will pay or cause to be paid any royalties or other sums due on the gathering, handling, and transportation of Gas sold under this Agreement prior to its delivery to Gas Purchaser at the applicable Delivery Point.

10.2 Taxes

The price for Gas sold to Gas Purchaser under this Agreement is inclusive of all production, severance, ad valorem, or similar taxes levied on the production or transportation of the Gas prior to its delivery to Gas Purchaser at the applicable Delivery Point, and all such taxes will be borne and paid exclusively by the Gas Authority; provided, however, that if Gas Purchaser is required to remit such taxes to the collecting authority, Gas Purchaser will do so and the Gas Authority will credit an amount equal to the taxes so paid against payments otherwise due to the Gas Authority under this Agreement. The price for Gas sold to Gas Purchaser under this Agreement does not include any federal, tribal, state, or local sales, use, consumption, utility, storage, greenhouse gas, carbon, license, ad valorem, franchise, or similar taxes imposed by any taxing authority on the sale to, or use by, Gas Purchaser of

Gas sold under this Agreement, including without limitation ad valorem taxes on Gas held in storage by Gas Purchaser. Gas Purchaser will be responsible for the payment of any such taxes and for completing and filing all required forms.

ARTICLE XI

BILLING AND PAYMENT

11.1 Timing

Not later than ten days following the end of each Delivery Month, the Gas Authority will provide a Monthly billing statement to Gas Purchaser showing the amount due for Gas tendered for delivery at each Delivery Point under this Agreement during such Delivery Monthly. Such billing statement will be provided to Gas Purchaser by hand delivery, first-class mail, express courier, electronic mail (“e-mail”) transmission, or facsimile transmission to the mailing address, e-mail address, or facsimile number set forth for Gas Purchaser in Article XVII. If Gas Purchaser has not received a billing statement by the 15th day (or the immediately preceding Business Day if the 15th day is not a Business Day) following the end of the Delivery Month, Gas Purchaser, by no later than the close of business on such 15th day (or such immediately preceding Business Day if the 15th day is not a Business Day), will notify the Gas Authority by telephone and by e-mail or facsimile of such fact. The due date for payment by Gas Purchaser to the Gas Authority will be the 19th day of the Month following the applicable Delivery Month. Such due date will be applicable without regard to the date or source of a billing statement to Gas Purchaser. If the 19th day of a Month is not a Business Day, payment is due on the immediately preceding Business Day. Gas Purchaser will make payment by wire transfer or ACH of immediately available funds to the account set forth for the Gas Authority in Article XVII.

11.2 Late Payment

In the event Gas Purchaser fails to pay an amount when due hereunder, interest will accrue on the unpaid amount at a rate of interest per annum equal to the Prime Rate plus two percent (2%) from the due date until paid. If Gas Purchaser disputes the appropriateness of any charge or calculation in any billing statement, Gas Purchaser, within five (5) days of receipt of a billing statement from the Gas Authority, will notify the Gas Authority of the existence of and basis for such dispute and will pay all amounts billed by the Gas Authority, including any amounts in dispute. If it is ultimately determined that Gas Purchaser did not owe the disputed amount, by agreement or by a final order of a court of competent jurisdiction which is not subject to appeal or concerning which any right to appeal has been waived or which the Parties have irrevocably agreed not to appeal, the Gas Authority will pay Gas Purchaser that amount plus interest as calculated in accordance with this Section 11.2.

11.3 Audit Rights

Each Party will have the right, at its own expense, to examine and audit at any reasonable time the books, records, measurement data, charts, and telemetry data of the other Party to the extent, but only to the extent, necessary to verify the accuracy of any statements or charges made under or pursuant to this Agreement. Any inaccuracy will be corrected promptly when discovered; provided, however, that neither Party will be required to maintain books, records, measurement data, charts, or telemetry data for a period of more than two calendar years following the end of the calendar year to which they are applicable. Neither Party will have a right to question or contest any charge or credit if the matter is not called to the attention of the other Party in writing within 24 months of the date of the charge or credit in question.

11.4 Operating Expense of Gas Purchaser

Gas Purchaser agrees to make all payments due under this Agreement from its operating revenues as an operating expense and as a cost of purchased Gas; provided, however, that Gas

Purchaser, in its discretion, may apply any legally available monies to the payment of amounts due under this Agreement. Gas Purchaser hereby covenants and agrees that it will establish, maintain, and collect rates and charges for the Gas services it furnishes so as to provide revenues sufficient, together with other available revenues, to enable Gas Purchaser to pay to the Gas Authority all amounts payable under this Agreement and to pay all other amounts payable from its operating revenues, and to maintain any required reserves. Gas Purchaser further covenants and agrees that it will not furnish or supply Gas services free of charge to any person, firm, corporation, association, or other entity, public or private, except any such service free of charge that Gas Purchaser is supplying on the date of this Agreement, as has been specifically identified by Gas Purchaser to the Gas Authority in writing, and that it will promptly enforce the payment of any and all material accounts owing to Gas Purchaser for the sale of Gas or the provision of transportation or other services to its customers. Gas Purchaser further covenants and agrees that in any future bond issue undertaken by Gas Purchaser, or in connection with any other financing or financial transaction, Gas Purchaser will not pledge or encumber its revenues through a gross revenue pledge or in any other way which creates a prior or superior obligation to its obligation to make payments under this Agreement. Gas Purchaser further covenants that it will not take an action to institute an Event of Insolvency with respect to Gas Purchaser.

11.5 Financial Responsibility

When reasonable grounds for insecurity of payments due under this Agreement arise, the Gas Authority may demand, and Gas Purchaser will provide within five Business Days if demanded, adequate assurance of performance. Reasonable grounds include but are not limited to persistent late payment by Gas Purchaser, the occurrence of an Event of Insolvency with respect to Gas Purchaser or a downgrade of Gas Purchaser's credit rating, if any, by S&P Global Ratings, Moody's Investors Service, Inc., or Fitch Ratings (each as defined in the Indenture) to a level below investment grade.

Adequate assurance will mean sufficient security in the form and for a term reasonably specified by the Gas Authority, including but not limited to a standby irrevocable letter of credit, a prepayment, a deposit to an escrow account, or a performance bond or guaranty by a creditworthy entity. The Parties agree that in the event Gas Purchaser fails to provide such adequate assurance as demanded, the Gas Authority will have the right to suspend further deliveries of Gas to Gas Purchaser under this Agreement on three (3) Business Days written notice and will not be obligated to restore such deliveries until the first day of the Month after such demand has been satisfied; provided, however, that the Gas Authority will not be obligated to restore such deliveries notwithstanding the satisfaction of such demand until the completion of the term of deliveries to any replacement sales customer to which the Gas Authority, or Main Street or Supplier, has remarketed the Gas. The Parties agree that once the event requiring adequate assurance is cured, the adequate assurance provided, if any, shall be returned to Gas Purchaser within a reasonable period and shall no longer be required.

11.6 No Set-Off

Payment for all amounts set forth in a billing statement provided to Gas Purchaser pursuant to Section 11.1 will be made without set-off or counterclaim of any kind.

ARTICLE XII

LAWS AND REGULATIONS

This Agreement is subject to all valid laws, orders, rules, regulations, or other governmental actions of any duly constituted federal, state or commonwealth, or local governmental authority, to the extent such laws, orders, rules, and regulations are applicable and effective from time to time; provided, however, that no such action by Gas Purchaser's or the Gas Authority's governing body may affect that Party's obligations and rights under this Agreement.

ARTICLE XIII
FORCE MAJEURE

13.1 Suspension of Obligations

Except with regard to a Party's obligation to make payments under this Agreement, neither Party will be liable to the other for failure to perform an obligation to the extent such failure was caused by Force Majeure, as defined in Section 13.2.

13.2 Force Majeure Defined

The term "Force Majeure" as employed herein means any cause not reasonably within the control of the Party claiming suspension, as further defined in this Section 13.2. The term "Force Majeure" will include, but not be limited to, the following: (i) physical events such as acts of God, landslides, lightning, earthquakes, fires, storms or storm warnings, such as hurricanes or tornadoes, which result in evacuation of the affected area, floods, washouts, explosions, breakage of or accident or necessity of repairs to machinery or equipment or lines of pipe; (ii) weather related events affecting an entire geographic region, such as low temperatures which cause freezing or failure of wells or lines of pipe; (iii) interruption and/or curtailment of transportation and/or storage by Transporters (provided that if the affected Party is using interruptible or secondary Firm transportation, only if primary, in-path, Firm transportation is also curtailed by the same event, or, if the relevant Transporter does not curtail based on path, if primary Firm transportation is also curtailed); (iv) acts of others such as strikes, lockouts or other industrial disturbances, riots, sabotage, insurrections, wars or acts of terror; (v) governmental actions, such as necessity for compliance with any court order, law, statute, ordinance, regulation, or policy having the effect of law promulgated by a Government Agency having jurisdiction; and (vi) any invocation of Force Majeure by Citi under the Prepaid Gas Agreement. The Gas Authority and Gas Purchaser will make Commercially Reasonable Efforts to avoid the adverse

impacts of a Force Majeure event or occurrence and to resolve the event or occurrence once it has occurred in order to resume performance.

13.3 Force Majeure Exclusions

Neither Party will be entitled to the benefits of a claim of Force Majeure to the extent performance is affected by any or all of the following circumstances: (i) the Party claiming excuse failed to remedy the condition and to resume the performance of its obligations with reasonable dispatch; (ii) economic hardship, to include, without limitation, the Gas Authority's ability to sell Gas at a higher or more advantageous price, Gas Purchaser's ability to purchase Gas at a lower or more advantageous price, or a Government Agency disallowing, in whole or in part, the pass-through of costs resulting from this Agreement; or (iii) the loss of Gas Purchaser's markets or Gas Purchaser's inability to resell Gas purchased under this Agreement, except, in either case, as provided in Section 13.2. Gas Purchaser will not be entitled to the benefit of the provisions of Force Majeure to the extent performance is adversely affected by any action taken by Gas Purchaser in its governmental capacity. The Party claiming Force Majeure will not be excused from its responsibility for Imbalance Charges.

13.4 Settlement of Labor Disputes

Notwithstanding anything to the contrary in this Agreement, the Parties agree that the settlement of strikes, lockouts or other industrial disturbances will be within the sole discretion of the Party experiencing such disturbance.

13.5 Force Majeure Procedure

The Party whose performance is prevented by Force Majeure must provide notice to the other Party as soon as practicable. Initial notice may be given orally; however, written notice with reasonably full particulars of the event or occurrence is required as soon as reasonably possible. Upon providing written notice of Force Majeure to the other Party, the affected Party will be relieved of its obligation, from the onset of Force Majeure, to make or accept delivery of Gas, as applicable, to the extent and

for the duration of Force Majeure, and neither Party will be deemed to have failed in such obligation to the other during such occurrence or event.

ARTICLE XIV

DEFAULT

14.1 Failure by Gas Purchaser to Make Payments Due

Failure by Gas Purchaser to make to the Gas Authority when due any of the payments for which provision is made in this Agreement will constitute a default on the part of Gas Purchaser.

14.2 Enforcement and Right to Discontinue Service

In the event of any default under Section 14.1, the Gas Authority will have the right to recover from Gas Purchaser any amount in default. In enforcement of any such right of recovery, the Gas Authority may bring any suit, action, or proceeding at law or in equity, including without limitation mandamus, injunction and action for specific performance, as the Gas Authority determines may be necessary or appropriate to enforce any covenant, agreement, or obligation to make any payment for which provision is made in this Agreement, and the Gas Authority in its sole discretion may, upon three (3) days' written notice to Gas Purchaser, cease and discontinue providing delivery of all or any portion of the Gas otherwise to be delivered to Gas Purchaser at the Delivery Point under this Agreement. In the event the Gas Authority takes all or any of the actions authorized by this Section 14.2, Gas Purchaser will remain fully liable for payment of all amounts in default and will not be relieved of any of its payment obligations under this Agreement.

14.3 Reinstatement of Service

If the Gas Authority exercises its right to discontinue providing Gas deliveries to Gas Purchaser under Section 14.2, such Gas deliveries may only be reinstated, at a time to be determined by the Gas Authority, upon (i) payment in full by Gas Purchaser of all amounts then due and payable under this Agreement and (ii) payment in advance by Gas Purchaser at the beginning of each Month

of amounts estimated by the Gas Authority to be due to the Gas Authority for the future delivery of Gas under this Agreement for such Month. The Gas Authority may continue to require payment in advance at the beginning of each Month for the estimated amounts to be due for such Month after the reinstatement of service under this Agreement for such period of time as the Gas Authority in its sole discretion may determine is appropriate.

14.4 Other Default by Gas Purchaser

In the event of a failure by Gas Purchaser to establish, maintain, or collect rates or charges adequate to provide revenues sufficient to enable Gas Purchaser to pay all amounts due to the Gas Authority under this Agreement, or in the event of a failure by Gas Purchaser to take from the Gas Authority its Gas supplies in accordance with the provisions of this Agreement, or in the event of any default by Gas Purchaser under any other covenant, agreement, or obligation in this Agreement, the Gas Authority (without limiting the provisions of Section 14.6) may bring any suit, action, or proceeding at law or in equity, including without limitation mandamus, injunction, and action for specific performance, as the Gas Authority determines may be necessary or appropriate to enforce any covenant, agreement, or obligation of Gas Purchaser in this Agreement. In addition to the foregoing remedies (and without limiting any other provisions of this Agreement), if Gas Purchaser fails to accept from the Gas Authority any of the Daily Contract Quantity tendered for delivery under this Agreement, the Gas Authority will have the right to sell, or to cause Main Street or the Prepaid Gas Supplier to sell, such Gas to third parties.

14.5 Default by the Gas Authority

In the event of a default by the Gas Authority under any covenant, agreement, or obligation in this Agreement, Gas Purchaser (without limiting the provisions of Section 14.6) may bring any suit, action, or proceeding at law or in equity, including without limitation mandamus, injunction, and

action for specific performance, as Gas Purchaser determines may be necessary or appropriate to enforce any covenant, agreement, or obligation in this Agreement against the Gas Authority.

14.6 Arbitration and Mediation

Notwithstanding any other provision of this Agreement to the contrary, the Parties by mutual agreement may agree to mediate or arbitrate any dispute that arises under this Agreement.

ARTICLE XV

WAIVERS

No waiver by either the Gas Authority or Gas Purchaser of any default of the other under this Agreement will operate as a waiver of any future default, whether of like or different character or nature.

ARTICLE XVI

SUCCESSION AND ASSIGNMENT

The terms and provisions of this Agreement will extend to and be binding upon the Parties and their respective successors, assigns, and legal representatives; provided, however, that, neither Party may assign this Agreement or its rights and interests, in whole or in part, under this Agreement without the prior written consent of the other Party, not unreasonably withheld, and the delivery of such additional consents and satisfaction of such other requirements as are set forth in the Indenture. Whenever an assignment or a transfer of a Party's interest in this Agreement is requested to be made with the written consent of the other Party, the assigning or transferring Party's assignee or transferee will expressly agree to assume, in writing, the duties and obligations of the assigning or transferring Party under this Agreement. Upon the agreement of a Party to any such assignment or transfer, the assigning or transferring Party will furnish or cause to be furnished to the other Party a true and correct copy of such assignment or transfer and assumption of duties and obligations.

ARTICLE XVII

NOTICES AND PAYMENTS

Except as is otherwise specifically provided in this Agreement, any notice, request, demand, or statement provided for in this Agreement must be given in writing and delivered in person, by United States mail, or by express courier to the respective Parties at the addresses shown below or at such other addresses as may hereafter be furnished to the other Party in writing, and all payments due from Gas Purchaser under this Agreement will be made by wire transfer or ACH to the account of the Gas Authority set forth below:

Gas Authority:

Correspondence, notices, and billing and payments:

Municipal Gas Authority of Georgia
104 TownPark Drive
Kennesaw, GA 30144
Attn: Dianna Bullock
Telephone: 678-819-0915
Facsimile:
Email: dbullock@gasauthority.com

Payments:

By Wire Transfer or ACH:

Wells Fargo Bank, N.A.
ABA: 121000248
A/C #: 2000132133254

GAS PURCHASER:

Correspondence and notices:

Florida Gas Utility
4619 NW 53rd Avenue
Gainesville, FL 32653
Attn: Operations Director

Telephone: 352-334-0770

Facsimile: 352-334-0789
Email: ops@flgas.com

Billing:

Florida Gas Utility
4619 NW 53rd Avenue
Gainesville, FL 32653
Attn: Chief Financial Officer

Telephone: 352-334-0770
Facsimile: 352-334-0789
Email: invoices@flgas.com

Any notice initially delivered orally as may be permitted under this Agreement will be confirmed in writing, and any notice initially delivered by facsimile transmission, email or other electronic means will be followed by a hard copy sent by first-class mail or express courier within two days after transmission of the facsimile transmission, email or other electronic means.

ARTICLE XVIII

CHOICE OF LAW

This Agreement is entered into by the Gas Authority pursuant to the authority contained in the laws of the State of Georgia. This Agreement will be interpreted and construed in accordance with the applicable laws of the State of Georgia, excluding conflicts of law principles which would refer to the laws of another jurisdiction; provided, however, that Gas Purchaser's authority to enter into and perform its obligations under this Agreement will be interpreted and construed under the laws of the State of Florida.

ARTICLE XIX

MODIFICATIONS

No modifications of the terms and provisions of this Agreement will be or become effective except pursuant to and upon the due and mutual execution of an appropriate supplemental written amendment by the Parties.

ARTICLE XX
COMPUTATIONS

All computations related to prices and indices performed under this Agreement will be rounded to four decimal places (\$0.0000).

ARTICLE XXI
REPRESENTATIONS AND WARRANTIES

21.1 Representations and Warranties of the Gas Authority

The Gas Authority hereby makes the following representations and warranties to Gas Purchaser:

(a) The Gas Authority is a public body corporate and politic, a public corporation and an instrumentality created and existing under the laws of the State of Georgia, and has the power and authority to own its properties, to carry on its business as now being conducted, and to enter into and to perform its obligations under this Agreement.

(b) The execution, delivery, and performance by the Gas Authority of this Agreement have been duly authorized by all necessary corporate action of the Gas Authority and do not and will not require, subsequent to the execution of this Agreement by the Gas Authority, any consent or approval of the Board of Directors or any officers of the Gas Authority.

(c) This Agreement is the legal, valid, and binding obligation of the Gas Authority, enforceable in accordance with its terms, except as such enforceability may be subject to (i) the exercise of judicial discretion in accordance with general principles of equity and (ii) bankruptcy, insolvency, reorganization, moratorium, and other similar laws affecting creditors' rights heretofore or hereafter enacted, to the extent constitutionally applicable.

(d) As of the date of this Agreement, there is no pending or, to the Gas Authority's knowledge, threatened action or proceeding affecting the Gas Authority which purports to affect the legality, validity, or enforceability of this Agreement.

21.2 Representations and Warranties of Gas Purchaser

Gas Purchaser hereby makes the following representations and warranties to the Gas Authority:

(a) Gas Purchaser is a Florida public body corporate and politic and joint action agency formed under the Florida Interlocal Cooperation Act, and has the power and authority to own its properties, to carry on its business as now being conducted, and to enter into and perform its obligations under this Agreement.

(b) The execution, delivery, and performance by Gas Purchaser of this Agreement have been duly authorized by all necessary corporate action of Gas Purchaser and do not and will not require, subsequent to the execution of this Agreement by Gas Purchaser, any consent or approval of the governing body or any officers of Gas Purchaser.

(c) This Agreement is the legal, valid, and binding obligation of Gas Purchaser, enforceable in accordance with its terms, except as such enforceability may be subject to (i) the exercise of judicial discretion in accordance with general principles of equity and (ii) bankruptcy, insolvency, reorganization, moratorium, and other similar laws affecting creditors' rights heretofore or hereafter enacted, to the extent constitutionally applicable.

(d) As of the date of this Agreement, there is no pending or, to Gas Purchaser's knowledge, threatened action or proceeding affecting Gas Purchaser which purports to affect the legality, validity, or enforceability of this Agreement.

ARTICLE XXII

CERTAIN OBLIGATIONS WITH RESPECT TO THE BONDS

22.1 Tax-Exempt Status of Bonds

The Bonds will be issued with the intention that the interest thereon will be excludable from the gross income of the holders thereof under Section 103 of the Code. Accordingly, Gas Purchaser agrees for the benefit of the owners of the Bonds that it will act in accordance with written instructions that the Gas Authority may reasonably require from time to time in connection with the tax-exempt status of the Bonds, and in addition that it will not at any time take any action, or fail to take any action, if such action or failure to take action would adversely affect the exclusion from the gross income of the holders thereof of interest on the Bonds under the Code. Without limiting the foregoing, Gas Purchaser further agrees to resell or otherwise use Gas purchased under this Agreement (i) for a “qualifying use” as defined in U.S. Treas. Reg. § 1.148-1(e)(2)(iii), (ii) in a manner that will not result in any private business use of that Gas within the meaning of Section 141 of the Code, and (iii) in a manner that is consistent with the Federal Tax Certificate set forth in Exhibit C, and that it will not use Gas purchased under this Agreement in any other manner without the prior written consent of the Gas Authority. Gas Purchaser agrees that it will execute such additional documents and certificates as Bond Counsel may reasonably request evidencing Gas Purchaser’s compliance with this Section 22.1, with the Code, and with Treasury Regulations thereunder. Gas Purchaser will use its Commercially Reasonable Efforts to purchase additional gas supplies from the Gas Authority in the future so that Main Street can purchase such gas from the Prepaid Gas Supplier or other suppliers as necessary such that the interest on Main Street’s bonds will remain excludable from the gross income of the holder of such bonds under the provisions of the Code. Gas Purchaser further agrees that it will provide all documents and records reasonably requested by the Gas Authority for response to any inquiry or audit relating to the tax-exempt status of the bonds.

22.2 Continuing Disclosure

Gas Purchaser will provide a copy of its audited financial statements to the Gas Authority each fiscal year promptly following the conclusion of Gas Purchaser's annual audit. In addition, Gas Purchaser hereby covenants and agrees that it will provide to the Gas Authority annual operating and financial information as required by Rule 15(c)2-12 of the United States Securities Exchange Commission (the "Rule") to the extent the Rule is applicable to the Bonds. Failure by Gas Purchaser to comply with this undertaking will not be a default under this Agreement, but any such failure will entitle the Gas Authority and the owner or owners of any of the Bonds to take such actions and to initiate such proceedings as may be necessary and appropriate to cause Gas Purchaser to comply with its undertaking as set forth in this Section 22.2, including without limitation the remedies of mandamus and specific performance.

ARTICLE XXIII

EXCHANGES

Gas Purchaser may effectuate an exchange of Delivery Points for Gas purchased under this Agreement on a daily or Monthly basis; provided, however, that Bond Counsel has reviewed such exchange and confirmed that it will have no adverse tax effect respecting the Bonds and any failure by a third party to perform its obligations under any such exchange arrangement will not relieve Gas Purchaser of its obligations under this Agreement. With the consent of the Gas Authority, which will not be unreasonably withheld, the Gas Authority will exchange Gas delivered at the Delivery Point ("Point A") to a delivery point on another pipeline on which Gas Purchaser has transportation receipt rights ("Point B") pursuant to Exhibit E hereto.

ARTICLE XXIV
INTERPRETATION

24.1 Entirety of Agreement

This Agreement constitutes the entire agreement between the Gas Authority and Gas Purchaser with respect to the sale, delivery, purchase and receipt of the Daily Contract Quantity under this Agreement, and supersedes any and all prior negotiations, understandings, or agreements by the Parties with respect to the foregoing, whether oral or in writing.

24.2 Headings

The headings used throughout this Agreement are inserted for reference purposes only and will not be construed or considered in interpreting the terms and provisions of any Section or Article or the Agreement as a whole.

24.3 Severability

If any Article, Section, term, or provision of this Agreement becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable, or void, this Agreement will continue in full force and effect without said Article, Section, term, or provision; provided, however, that if such severance materially changes the economic benefits of this Agreement to either Party, the Parties agree to negotiate promptly an equitable adjustment in its provisions in good faith so as to place the Parties in as close to the same position as is possible under the circumstances as they were prior to such declaration by the court or other action or event.

24.4 Limited Liability

The Gas Authority and Gas Purchaser acknowledge and agree that Gas Purchaser's obligations under this Agreement are limited as expressly described in this Agreement and that the Gas Authority has no recourse to any other source of payment from Gas Purchaser except as set forth in Section 11.4 of this Agreement. The Gas Authority and Gas Purchaser acknowledge and

agree that Gas Purchaser has no recourse to any source of payment from the Gas Authority under this Agreement except as set forth in this Agreement, and that the Gas Authority has no recourse to payments from Main Street for Gas deliveries not made except for payments received from the Trust Estate as defined in the Indenture, and only to the extent such funds are available to be applied for such purpose in accordance with the Indenture.

ARTICLE XXV

COUNTERPARTS

This Agreement may be executed in any number of counterparts, all of which taken together will constitute one and the same instrument, and each of which will be deemed to be an original instrument as against a Party that has signed it.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date
hereinabove first written.

FLORIDA GAS UTILITY

By: _____

Attested By: _____

Printed Name: _____

Printed Name: _____

Its: _____

Title: _____

MUNICIPAL GAS AUTHORITY OF GEORGIA

By: _____

Attested By: _____

Printed Name: _____

Printed Name: _____

Its: _____

Title: _____

**[SIGNATURE PAGE OF THE NATURAL GAS SUPPLY AGREEMENT
DATED AS OF SEPTEMBER 1, 2021]**

EXHIBIT A

PRIMARY DELIVERY POINT AND INDEX PREMIUM

INDEX – For Primary Delivery Point – Transco St. 85 will be:

Source: Inside FERC's Gas Market Report, published by S&P Global Platts, a Division of S&P Global, first issue of the month

Heading: Monthly Bidweek Spot Gas Prices – Platts Locations (\$/MMBtu)

Index Point: Transco St. 85

Column: "Index"

Exchange Request:

Exchange Summary						
	Primary Delivery Point			Alternate Delivery Point		
	Transco St. 85					
Delivery Period	Delivery Point Quantity (MMBtu/day)	Index Point	Exchange Cost	Delivery Point Quantity (MMBtu/day)	Index Point	Index Premium
April 1, 2022 – October 31, 2022	4,500	Transco, St. 85		4,500		

Following the period set forth above, the Index Premium will be subject to adjustment as set forth in this Agreement, and the adjusted Index Premium and the period during which such Index Premium will be in effect will be set forth on a revised Exhibit A.

Seller: MUNICIPAL GAS AUTHORITY OF GEORGIA	Buyer: FLORIDA GAS UTILITY
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____

EXHIBIT B

DAILY CONTRACT QUANTITIES (MMBTU PER DAY)

4,500 MMBtu per day

EXHIBIT C

FEDERAL TAX CERTIFICATE

This Federal Tax Certificate is executed in connection with the Gas Supply Agreement dated as of September 1, 2021 (the "Supply Agreement"), by and between the Municipal Gas Authority of Georgia (the "Gas Authority") and Florida Gas Utility ("Gas Purchaser"). Capitalized terms used and not otherwise defined herein will have the meanings given to them in the Supply Agreement or in the Indenture.

WHEREAS Gas Purchaser acknowledges that Main Street Natural Gas, Inc. is issuing the Bonds to fund the prepayment price under the Prepaid Gas Agreement; and

WHEREAS the Bonds are intended to qualify for tax exemption under Section 103 of the Internal Revenue Code of 1986, as amended; and

WHEREAS Gas Purchaser's use of Gas acquired pursuant to the Supply Agreement and certain funds and accounts of Gas Purchaser will affect the Bonds' qualification for such tax exemption.

NOW, THEREFORE, GAS PURCHASER HEREBY CERTIFIES AS FOLLOWS:

Gas Purchaser is a Florida public body corporate and politic and joint action agency formed under the Florida Interlocal Cooperation Act and owns and operates a gas supply joint action organization for the sale of Gas and related services to its wholesale municipal gas distribution system customers, municipal electric distribution system customers and other electric joint action agencies.

Gas Purchaser will resell all of the Gas acquired pursuant to the Supply Agreement to its wholesale municipal gas distribution system customers and its electric joint action agency customer. The specified Gas Purchaser customers will, respectively, resell such Gas to the retail gas distribution system customers within their respective natural gas service areas pursuant to regularly established and generally applicable tariffs or under authorized requirements contracts or utilize such Gas for purposes of electric generation, which will then be sold to customers of the electric joint action agency pursuant to authorized requirements contracts. For purposes of the foregoing sentence, the term "service area" means (x) the area throughout which Gas Purchaser's identified customers provided Gas transmission or distribution service or electric generation at all times during the 5-year period ending on December 31, 2020, and from then until the date of issuance of the Bonds (the "Closing Date"), and (y) any area recognized as the service area of Gas Purchaser's customers under state or federal law.

The annual average amount during the testing period of Gas purchased by the specified customers of Gas Purchaser who are located within the service area of Gas Purchaser is 46,313,319 MMBtu. The maximum annual amount of Gas in any year being acquired pursuant to the Supply Agreement is 1,642,500 MMBtu. The volumes of Gas being acquired annually pursuant to the Supply Agreement are 1,642,500 (4,500 MMBtu per day). The maximum annual amount of Gas which Gas Purchaser otherwise has a right to acquire, as of the Closing Date, is 13,210,024. The maximum annual amount of Gas which Gas Purchaser holds in storage as of the Closing Date is 12,444 MMBtu. The sum of

(a) the maximum amount of Gas in any year being acquired pursuant to the Supply Agreement, (b) the amount of Gas which Gas Purchaser otherwise has a right to acquire, and (c) the annual average amount of Gas which Gas Purchaser holds in storage in the year described in the foregoing clause (a) is 14,864,968 MMBtu. Accordingly, the amount of Gas to be acquired under the Supply Agreement by Gas Purchaser, supplemented by the amount of Gas otherwise available to Gas Purchaser as of the Closing Date, during any year does not exceed the sum of (i) 32.11% of the annual average amount during the testing period of Gas purchased (other than for resale) by customers of Gas Purchaser who are located within the service area of Gas Purchaser, and (ii) the amount of Gas to be used to transport the prepaid Gas to Gas Purchaser during such year. For purposes of this paragraph, the term "testing period" means the 5 calendar years ending December 31, 2020, and the term "service area" means (x) the area throughout which Gas Purchaser's customers provided Gas transmission or distribution service or electric generation at all times during the testing period, (y) any area within a county contiguous to the area described in (x) in which retail customers of Gas Purchaser's customers are located if such area is not also served by another utility providing Gas services, and (z) any area recognized as the service area of Gas Purchaser's customers under state or federal law.

Gas Purchaser expects to pay for Gas acquired pursuant to the Supply Agreement with funds derived from the resale of Gas to its customers as specified herein. Gas Purchaser will pay for other Gas not acquired pursuant to the subject Supply Agreement in accordance with other appropriate contractual arrangements with its customers. Gas Purchaser intends to pay for Gas purchased in accordance with the Gas Supply Agreement. Gas Purchaser does not intend or expect to invest Bond proceeds for purposes of accruing interest, nor otherwise utilize any proceeds of the Bonds, either directly or indirectly, for any purpose other than that for which the Bonds were issued. The representations and warranties contained in the Supply Agreement are true and correct as of the date hereof.

September 1, 2021

By: _____
[Authorized Representative]

EXHIBIT D

FORM OF REMARKETING ELECTION NOTICE

[The Gas Authority]

[Address]

[Main Street]

[Address]

[Gas Supplier]

[Address]

[Trustee]

[Address]

To the Addressees:

The undersigned, duly authorized representative of _____ (the "Gas Purchaser") is providing this notice (the "Gas Remarketing Election Notice") pursuant to the Gas Supply Agreement, dated as of September 1, 2021 (the "Supply Agreement"), between the Gas Authority and the Gas Purchaser. Capitalized terms used herein will have the meanings set forth in the Supply Agreement.

Pursuant to Section 5.3(b) of the Supply Agreement, the Gas Purchaser has elected to have its DCQ for each Gas Day of each Delivery Month of the Remaining Term remarketed beginning with the month of [_____] 20[___], and thereafter the Supply Agreement will terminate in accordance with Section 5.3(c) thereof.

Given this [___] day of [_____] 20[___].

[GAS PURCHASER]

By: _____

Name:

Title:

EXHIBIT E

EXCHANGE TERMS

As provided in Article XXIII of the Gas Supply Agreement (the "Agreement"), between Florida Gas Utility, a Florida public body corporate and politic and joint action agency formed under the Florida Interlocal Cooperation Act ("Gas Purchaser"), and Municipal Gas Authority of Georgia, a public body corporate and politic, a public corporation and an instrumentality created and existing under the laws of the State of Georgia (the "Exchange Provider"), Gas Purchaser may effectuate an exchange of Delivery Points for Gas purchased under the Agreement on a daily or Monthly basis, with the consent of the Gas Authority, which will not be unreasonably withheld, the Gas Authority will exchange Gas delivered at the Delivery Point ("Point A") to a delivery point on another pipeline on which Gas Purchaser has transportation receipt rights ("Point B") pursuant to this Exhibit E and the Agreement.

Gas Purchaser has contracted for the purchase of Gas ("Exchange Quantities"), at Point A (as defined in Schedule 1 as updated from time to time, and hereby requests that Exchange Provider effect an exchange and deliver equivalent quantities of such Exchange Quantities as set forth in Schedule 1 at Point B ("Equivalent Quantities") approximately equivalent to such Exchange Quantities. The terms of the Agreement are incorporated herein by this reference and capitalized terms used herein but not defined have the meaning set forth therein; provided that such terms will apply to transactions contemplated hereby and Equivalent Quantities at Point B in lieu of Exchange Quantities at Point A.

Gas Purchaser will deliver or cause to be delivered for the account of Exchange Provider a quantity of gas equal to up to the Exchange Quantity attributable to Gas Purchaser's source of supplies at Point A, and Exchange Provider will deliver or cause to be delivered for the account of Gas Purchaser on each day from its sources of supplies such quantity of gas at Point B. Greater or less than the Exchange Quantity for any period will be exchanged hereunder upon mutual agreement of the parties.

Unless otherwise mutually agreed, the Exchange Quantity on any given day will be equal to than the quantities of gas available to Gas Purchaser at Point A and will be equal to an amount up to the amounts shown in Exhibit A hereto.

On any day, Exchange Provider may determine in its reasonable judgment how to schedule and allocate gas at any or all of Point A for exchange under this Agreement, so long as Gas Purchaser and third parties are not harmed by Exchange Provider's allocation method. Gas Purchaser will provide Exchange Provider all downstream contract information necessary so that Exchange Provider may schedule and deliver the gas at Point B.

Gas Purchaser will pay to Exchange Provider a fee as set forth in Schedule 1 ("Service Fee"), which may be adjusted from time to time by mutual agreement plus actual costs and expenses incurred and minus as benefits achieved in performance of service hereunder ("Reimbursement Fee," and together with the Service Fee, the "Exchange Fee"). In return for this Exchange Fee, Exchange Provider will be responsible for all nominations, scheduling, balancing, reporting, and other administrative activities related to this Agreement and will keep Gas Purchaser informed on a daily basis of the quantities confirmed as being exchanged under this Agreement. Exchange Provider will not retain or charge for fuel for the exchange services provided hereunder.

The exchange of gas hereunder will be for a term as set forth in Schedule 1.

Schedule 1

EXCHANGE REQUEST

Exchange Quantity – _____

Service Fee: \$0.00 per MMBtu

Initial Exchange Points and volumes for period beginning _____ 1, 2020

Point A*	Point B*	Volumes*

FLORIDA GAS UTILITY

Title: _____

Hereby consented to by:

MUNICIPAL GAS AUTHORITY OF GEORGIA

Title: _____

* Initial Exchange Points and volumes may be adjusted from time to time by mutual agreement.



LEESBURG

The Lakefront City

Directive Confirmation and Addendum

To: Thomas A. Geoffroy, General Manager & CEO
Florida Gas Utility

From: City of Leesburg (referred to in this Directive as "Participant")

Subject: Firm Gas Supply Authorization Under Gas Services Agreement - Citi Transaction

This directive and authorization ("Directive") is given pursuant to the Gas Services Agreement between Florida Gas Utility ("FGU") and Participant, dated as of October 1, 2000 (the "Agreement") and will constitute an Addendum to the Agreement. The gas to be delivered under this Directive shall, except as otherwise provided herein, be supplied in accordance with Article III of the Agreement.

FGU has shared with Participant information concerning an opportunity to participate in a gas pre-pay transaction initiated by Municipal Gas Authority of Georgia ("MGAG"). Under the proposal, MGAG has offered initial discounted pricing of \$0.35/Dth off Inside FERC First of Month Index for the applicable geographic zone, for an approximate 30-year commitment to purchase firm quantities of gas, subject to a number of adjustments and variables, including future bond re-pricings after the first five to ten years, that will occur thereafter at approximate five-year intervals over the term (the "Variable Discount"). If the Variable Discount achieved during any re-pricing period is below \$0.23/Dth (the "Minimum Discount"), then the Participant has the option, but not the obligation, to exercise its right to terminate its participation in the remainder of the Transaction. MGAG also has the right to terminate the gas purchase agreement with FGU under certain circumstances. The detailed terms and conditions of the MGAG offer are contained in gas purchase documentation that FGU has previously delivered to Participant (the "Citi Transaction Documentation"). FGU is willing to enter into the Citi Transaction Documentation on behalf of and as agent for Participant, upon Participant's execution of this Directive, and upon receipt of other Directives from other FGU Members wishing to participate in MGAG's offer. This Directive will not become effective until FGU executes and enters into the Citi Transaction Documentation.

Participant hereby requests and authorizes FGU to secure firm gas supply on behalf of and as agent for Participant in the following quantities, under the terms and conditions of the Citi Transaction Documentation and the Agreement (the "Transaction");



LEESBURG

The Lakefront City

Term: For a term of up to 30 years starting no earlier than April 1, 2022, subject to MGAG's termination rights under the Citi Transaction Documentation and Participant's termination rights in the event: 1) that the Minimum Discount is not achieved in any re-pricing period; or 2) that its load requirements are significantly reduced or extinguished.

Quantity: 291 Dths per day, firm for the months of November – March in year one through and including up to year 30 of the Transaction;

172 Dths per day, firm for the months of April – October in year one through and including year 30 of the Transaction.

Participant will be obligated to take, or pay for, the designated quantity throughout the term, notwithstanding fluctuations in Participant's gas supply requirements as otherwise permitted under Article III of the Agreement. Gas supplies furnished pursuant to this Directive shall constitute a portion of Participant's gas requirements as contemplated in Article III (A) of the Agreement and shall be transported to Participant pursuant to Article II of the Agreement.

Price: Variable based on Inside FERC First of Month Index for the applicable geographic zone minus the Variable Discount, which initially shall be \$0.35/Dth, portions of which shall be applied on a monthly basis with the remainder applied on an annual basis. About year five to ten and approximately every fifth year thereafter for the full term, the Variable Discount will be subject to adjustment. Participant shall be obligated to pay a pro rata share of all other costs payable by FGU under the Citi Transaction Documentation as described below.

Location: Receipt point(s) in FGT Zone 2 or as otherwise determined by FGU's General Manager in accordance with the Citi Transaction Documentation.

Participant will be required to execute additional documentation in connection with the implementation of the Transaction (such as certificates as to base load percentages and use) and periodically thereafter in accordance with the Citi Transaction Documentation and will be subject to certain limitations on the use of gas purchased under this Directive, all as set forth in the Citi Transaction Documentation.

Participant acknowledges that any quantities purchased by FGU pursuant to this Directive will be purchased under firm contracts and that FGU will be required to take delivery of such quantities. Participant agrees to pay all amounts becoming due with respect to the gas to be delivered under this Directive, in accordance with the terms of the Citi Transaction Documentation and the Agreement,



LEESBURG

The Lakefront City

regardless of whether the gas is actually delivered to or used by Participant. Purchaser accepts the risks and limitations otherwise described in the Citi Transaction Documentation and hereby agrees to pay its share of all costs, expenses and liabilities (including court costs and attorney fees) incurred by FGU in connection with its obligations arising under or in respect of the Citi Transaction Documentation or the transactions contemplated thereby. Furthermore, Participant understands that any claim for adequate assurance that results in a required payment or deposit by FGU, an early termination resulting in early termination costs, or any other costs, incurred by FGU on Participant's behalf because of this Transaction, shall be the responsibility of Participant in accordance with the terms of the Agreement.

This Directive is given as an Addendum to the Agreement for the purchase of a specific supply of gas and shall constitute a contractual obligation of Participant. In the event of a conflict between the terms of the Citi Transaction Documentation, as implemented by this Directive, and the terms of the Agreement, the terms of this Directive and the Citi Transaction Documentation shall control.

THIS DIRECTIVE SUPERCEDES ALL PRIOR AND CONTEMPORANEOUS DIRECTIVES REGARDING THE MUNICIPAL GAS AUTHORITY OF GEORGIA'S CITI PREPAID ENERGY LLC (CITI) TRANSACTION AND CONSTITUTES THE SOLE, PREVAILING DIRECTIVE WITH REGARD TO THE SUBJECT MATTER ADDRESSED HEREIN.

Authorized Signature

Print Name

Date

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.5.

Meeting Date: October 11, 2021

From: Jack Rogers, (Gas Director)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, authorizing the expenditure of the funds for Natural Gas extension to the Eagle Tail Landing Development prior to developer Hanover 623 Holdings, LLC providing funds for Phases subsequent to Phase 1 of the Development; and providing an effective date.

Staff Recommendation:

Staff recommends approval of the funding plan to construct a 6" gas main to serve natural gas to Eagle Tail Landing development.

Analysis:

Section 22-7 of the City of Leesburg Code of Ordinances requires all new developments of 5 units or more to fund the installation of natural gas infrastructure including such main extensions as may be required to serve the development. Hanover 623 Holdings, LLC is developing a subdivision known as Eagle Tail Landing located off of Highway 48 near Number 2 Road. A developer funded 6" main extension, 6,000 feet in length, is required to get natural gas to the entrance of the development. The estimated cost to construct the 6" main is \$150,000. The city will fund the construction and be reimbursed by the developer a proportional share as each of the 4 phases are approved. The reimbursement funds will fully cover the cost of construction. The city has received the Phase 1 payment which includes \$40,000 for the main extension. Phase 2 has been sent to the developer for signatures and will be a future agenda item. If, for some unforeseen reason, Phases 2 - 4 never develop, the estimated return on the city investment will be approximately 3.5 years, derived from sale of gas revenues from homes built in Phase 1. In addition, this line will be used to serve the planned future developments to the west and south.

Procurement Analysis:

N/A

Options:

1. Approve the funding plan for construction of the 6" main; or
2. Such action the commission deems appropriate.

Fiscal Impact:

The cost of construction initially funded by the City will be approximately \$150,000. Payment of \$40,000 has been received. The remainder of the funds will be reimbursed as each of the next 3 phases are approved and built out.

Account No. 042-0000-223-3100

WF No. WF1375341

Submission Date and Time: 10/6/2021 1:28:15 PM

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA, AUTHORIZING THE EXPENDITURE OF THE FUNDS FOR
NATURAL GAS EXTENSION TO THE EAGLE TAIL LANDING
DEVELOPMENT PRIOR TO DEVELOPER HANOVER 623 HOLDINGS, LLC
PROVIDING FUNDS FOR PHASES SUBSEQUENT TO PHASE 1 OF THE
DEVELOPMENT; 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 fund an extension of a natural gas line to the Eagletail Landing development prior to the developer, Hanover 623 Holdings, LLC, providing funds for phases subsequent to Phase 1 of the development.

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 11th day of October 2021.

THE CITY OF LEESBURG, FLORIDA

Mayor

ATTEST:

City Clerk

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.6.

Meeting Date: October 11, 2021

From: Ken Thomas, (Housing Director)

Subject: Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a vacant land sales contract between the City of Leesburg and Bertha M. Hill for a City owned lot at 2107 Waitman Avenue; and providing an effective date.

Staff Recommendation:

Staff recommends approval of the resolution to sell the vacant lot as is.

Analysis:

The vacant lot is located at 2107 Waitman Avenue. The buyer has plans to build a single family home, which is consistent with our redevelopment plan to increase homeownership within the Carver Heights/Montclair Area community. The sale of this property for \$7,500.00 will allow the City to reduce its maintenance cost.

Procurement Analysis:

N/A

Options:

Approve the resolution to convey the vacant lot pursuant to the MOU; or Approve the resolution to convey the vacant lot pursuant to the MOU; or 1. Approve the resolution to sell the vacant lot pursuant to the sells contract; or
2. Such alternative action as the Commission may deem appropriate. Such alternative action as the Commission may deem appropriate

Fiscal Impact:

The Carver Heights CRA will receive \$7,500 for selling this property.
Acct. No. 017-0000-364-2900

Submission Date and Time:

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A
VACANT LAND SALES CONTRACT BETWEEN THE CITY OF LEESBURG
AND BERTHA M. HILL FOR A CITY OWNED LOT AT 2107 WAITMAN
AVENUE; AND PROVIDING AN EFFECTIVE DATE.**

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

THAT the Mayor and City Clerk are hereby authorized to execute a vacant land sales contract with Bertha M. Hill, whose address is 2110 Johns Avenue, Leesburg, Florida 34748.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 11th day of October 2021.

Mayor

ATTEST:

City Clerk

2107 Waitman Avenue



October 1, 2021

pointLayer

 Override 1

 Surrounding Counties

polygonLayer

 Override 1

Street Names

 Local Streets

Subdivision Lot Numbers

 Building Footprints

 Address Locations

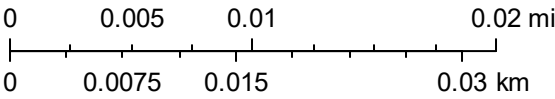
Property Name

Tax Parcels Alternate Key

 Tax Parcels

 County Boundary

1:500



Lake County Property Appraiser
Lake BCC

Vacant Land Contract

1 * 1. **Sale and Purchase ("Contract"):** City Of Leesburg, Florida
2 * ("Seller") and Bertha M. Hill
3 ("Buyer") (the "parties") agree to sell and buy on the terms and conditions specified below the property ("Property")
4 described as:
5 * Address: 2107 Waitman Ave, Leesburg, FL
6 * Legal Description: Lot 5, Block B, in the subdivision of Liberia, in the City of Leesburg, Lake County, Florida.

11 * SEC ___ /TWP ___ /RNG ___ of Lake County, Florida. Real Property ID No.: 1456878
12 * including all improvements existing on the Property and the following additional property: NONE

14 * 2. **Purchase Price:** (U.S. currency) \$ 7,500.00

15 All deposits will be made payable to "Escrow Agent" named below and held in escrow by:

16 * Escrow Agent's Name: McLin Burnsed P.A.

17 * Escrow Agent's Contact Person: Fred A. Morrison

18 * Escrow Agent's Address: 26736 US Highway 27 Suite 202, Leesburg, FL 34748

19 * Escrow Agent's Phone: (352)787-1241

20 * Escrow Agent's Email: FredM@mcclimburnsed.com

21 (a) Initial deposit (\$0 if left blank) (Check if applicable)

22 * ☐ accompanies offer

23 * ☒ will be delivered to Escrow Agent within 5 days (3 days if left blank)

24 * after Effective Date \$ 750.00

25 (b) Additional deposit will be delivered to Escrow Agent (Check if applicable)

26 * ☐ within ___ days (10 days if left blank) after Effective Date

27 * ☐ within ___ days (3 days if left blank) after expiration of Due Diligence Period \$ _____

28 * (c) Total Financing (see Paragraph 6) (express as a dollar amount or percentage)..... \$ _____

29 * (d) Other: \$ _____

30 (e) Balance to close (not including Buyer's closing costs, prepaid items, and prorations)
31 * to be paid at closing by wire transfer or other Collected funds \$ 6,750.00

32 * (f) ☐ (Complete only if purchase price will be determined based on a per unit cost instead of a fixed price.) The
33 * unit used to determine the purchase price is ☐ lot ☐ acre ☐ square foot ☐ other (specify): _____
34 * prorating areas of less than a full unit. The purchase price will be \$ _____ per unit based on a
35 * calculation of total area of the Property as certified to Seller and Buyer by a Florida licensed surveyor in
36 * accordance with Paragraph 8(c). The following rights of way and other areas will be excluded from the
37 * calculation: _____

38 3. **Time for Acceptance; Effective Date:** Unless this offer is signed by Seller and Buyer and an executed copy
39 * delivered to all parties on or before October 26, 2021, this offer will be withdrawn and Buyer's deposit, if
40 any, will be returned. The time for acceptance of any counter-offer will be 3 days after the date the counter-offer is
41 delivered. **The "Effective Date" of this Contract is the date on which the last one of the Seller and Buyer**
42 **has signed or initialed and delivered this offer or the final counter-offer.**

43 * 4. **Closing Date:** This transaction will close on November 30, 2021 ("Closing Date"), unless specifically
44 extended by other provisions of this Contract. The Closing Date will prevail over all other time periods including,
45 but not limited to, Financing and Due Diligence periods. However, if the Closing Date occurs on a Saturday,
46 Sunday, or national legal holiday, it will extend to 5:00 p.m. (where the Property is located) of the next business
47 day. In the event insurance underwriting is suspended on Closing Date and Buyer is unable to obtain property
48 insurance, Buyer may postpone closing for up to 5 days after the insurance underwriting suspension is lifted. If
49 this transaction does not close for any reason, Buyer will immediately return all Seller provided documents and
50 other items.

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

Buyer (BH) () and Seller () () acknowledge receipt of a copy of this page, which is 1 of 8 pages.

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

6. Financing: (Check as applicable)

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

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

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

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

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

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

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

7. Assignability: (Check one) **Buyer** ☐ may assign and thereby be released from any further liability under this Contract, ☐ may assign but not be released from liability under this Contract, or ☒ may not assign this Contract.

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

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

(Check one) ☒ **Seller's** ☐ **Buyer's** expense and

(Check one) ☒ within 15 days after Effective Date ☐ at least _____ days before Closing Date,

(Check one)

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

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

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

- (b) **Title Examination:** After receipt of the title evidence, **Buyer** will, within 5 days (10 days if left blank) but no later than Closing Date, deliver written notice to **Seller** of title defects. Title will be deemed acceptable to **Buyer** if (i) **Buyer** fails to deliver proper notice of defects or (ii) **Buyer** delivers proper written notice and **Seller** cures the defects within 45 days (30 days if left blank) ("Cure Period") after receipt of the notice. If the defects are cured within the Cure Period, closing will occur within 10 days after receipt by **Buyer** of notice of such cure. **Seller** may elect not to cure defects if **Seller** reasonably believes any defect cannot be cured within the Cure Period. If the defects are not cured within the Cure Period, **Buyer** will have 10 days after receipt of notice of **Seller's** inability to cure the defects to elect whether to terminate this Contract or accept title subject to existing defects and close the transaction without reduction in purchase price.

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

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

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

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

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

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

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

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

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

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

☒ Buyer waives the right to receive a CCCL affidavit or survey.

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

(a) **Seller Costs:**

Taxes on deed

Recording fees for documents needed to cure title

Title evidence (if applicable under Paragraph 8)

Estoppel Fee(s)

Other: **Buyer will pay documentary stamps since Seller is exempt by statute.**

(b) **Buyer Costs:**

Taxes and recording fees on notes and mortgages

Recording fees on the deed and financing statements

Loan expenses

Title evidence (if applicable under Paragraph 8)

Lender's title policy at the simultaneous issue rate

Inspections

Survey

Insurance

Other: **Documentary Stamp Taxes on the deed.**

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

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

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

Buyer (_____) and Seller (_____) acknowledge receipt of a copy of this page, which is 4 of 8 pages.

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COL Sale to

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

- (f) **Foreign Investment in Real Property Tax Act ("FIRPTA"):** If **Seller** is a "foreign person" as defined by FIRPTA, **Seller** and **Buyer** will comply with FIRPTA, which may require **Seller** to provide additional cash at closing.
- (g) **1031 Exchange:** If either **Seller** or **Buyer** wish to enter into a like-kind exchange (either simultaneously with closing or after) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party will cooperate in all reasonable respects to effectuate the Exchange including executing documents, provided, however, that the cooperating party will incur no liability or cost related to the Exchange and that the closing will not be contingent upon, extended, or delayed by the Exchange.

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

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

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

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

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

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

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

Buyer (*AL*) () and Seller () () acknowledge receipt of a copy of this page, which is 5 of 8 pages.

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

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

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

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

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

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

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

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

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

Buyer (_____) and Seller (_____) (_____) acknowledge receipt of a copy of this page, which is 6 of 8 pages.
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329 * _____
 330 **Seller's Sales Associate Email Address** **Buyer's Sales Associate Email Address**
 331 _____
 332 * _____
 333 **Seller's Sales Associate Phone Number** **Buyer's Sales Associate Phone Number**
 334 _____
 335 * _____
 336 **Listing Brokerage** **Buyer's Brokerage**
 337 _____
 338 * _____
 339 **Listing Brokerage Address** **Buyer's Brokerage Address**

340 **22. Addenda:** The following additional terms are included in the attached addenda and incorporated into this Contract
 341 **(Check if applicable):**
 342 * ☐ A. Back-up Contract
 343 * ☐ B. Kick Out Clause
 344 * ☐ C. Other _____

345 * **23. Additional Terms:** The property is being sold in as-is, where-is condition with all faults. SELLER HEREBY
 346 DISCLAIMS, AND BUYER WAIVES, ANY AND ALL WARRANTIES OF ANY NATURE OR DESCRIPTION
 347 WHATSOEVER, WHETHER VERBAL OR WRITTEN, EXPRESS OR IMPLIED, AND WHETHER OF
 348 HABITABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, OR OF ANY OTHER NATURE WHATSOEVER.

349 _____
 350 This Contract is contingent on approval by the Leesburg City Commission at a public meeting at which a
 351 quorum is present and at which this Contract was duly placed on the agenda for consideration and action.
 352 _____
 353 _____
 354 _____
 355 _____
 356 _____
 357 _____
 358 _____
 359 _____
 360 _____

361 **COUNTER-OFFER/REJECTION**

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

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

367 * **Buyer:** Bertha Hill Date: 10/5/21

368 * **Print name:** Bertha M. Hill

369 * **Buyer:** _____ Date: _____

370 * **Print name:** _____

371 **Buyer's address for purpose of notice:**

372 * **Address:** 2112 Johns Ave, Leesburg FL 34748

373 * **Phone:** 352-255-4760 **Fax:** _____ **Email:** _____

374 * **Seller:** _____ Date: _____

375 * **Print name:** City Of Leesburg, Florida

376 * **Seller:** _____ Date: _____

377 * **Print name:** _____

Buyer (BH) (_____) and Seller (_____) (_____) acknowledge receipt of a copy of this page, which is 7 of 8 pages.

VAC-14

Rev 3/21

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

379 * Address: **501 W. Meadow St.**

Leesburg, FL 34748

380 * Phone: _____ Fax: _____ Email: _____

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

Florida REALTORS® makes no representation as to the legal validity or adequacy of any provision of this form in any specific transaction. This standardized form should not be used in complex transactions or with extensive riders or additions. This form is available for use by the entire real estate industry and is not intended to identify the user as REALTOR®. REALTOR® is a registered collective membership mark which may be used only by real estate licensees who are members of the NATIONAL ASSOCIATION OF REALTORS® and who subscribe to its Code of Ethics. The copyright laws of United States (17 U.S. Code) forbid the unauthorized reproduction of this form by any means including facsimile or computerized forms.

Buyer () and Seller (_____) (_____) acknowledge receipt of a copy of this page, which is 8 of 8 pages.
VAC-14 / Rev 3/21

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.7.

Meeting Date: October 11, 2021

From: Al Minner, (City Manager)

Subject: Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute Civic Organization Funding Agreements for Fiscal Year 2021-22 with Band Parents Association of Leesburg High School, Inc., Boys and Girls Clubs of Central Florida, Inc., Community Development Corporation of Leesburg, Inc., Leesburg Area Chamber of Commerce, Inc., Leesburg Arts Festival DBA Leesburg Center for the Arts, Leesburg Partnership, Inc. and Melon Patch Players, Inc.; and providing an effective date.

Staff Recommendation:

Staff recommends the execution of the agreements for fiscal year 2020-21 Civic Grant funding with the Band Parents Association of Leesburg High School, Inc., Boys and Girls Clubs of Central Florida, Inc., Community Development Corporation of Leesburg, Inc., Leesburg Area Chamber of Commerce, Inc., Leesburg Art Festival, Inc. DBA Leesburg Center for the Arts, Leesburg Partnership, Inc. and Melon Patch Players, Inc.

Analysis:

For Fiscal Year 2021-22, a total of \$70,215.00 was budgeted for the purpose of funding civic organizations. Following is a list of the organizations that have been considered for funding by the City Commission and the funding amounts.

Band Parents Association of Leesburg High School, Inc. – \$1,455.00
Boys & Girls Club of Central Florida, Inc. - \$5,000.00
Community Development Corporation of Leesburg, Inc. - \$3,880.00
Leesburg Area Chamber of Commerce - \$5,000.00
Leesburg Art Festival DBA Leesburg Center for the Arts - \$10,670.00
Leesburg Partnership, Inc. - \$38,710.00
Melon Patch Players, Inc. - \$5,500.00

Procurement Analysis:

N/A

Options:

1. Approve execution of the agreements between the City of Leesburg and Band Parents Association of Leesburg High School, Inc., Boys and Girls Clubs of Central Florida, Inc., Community Development Corporation of Leesburg, Inc., Leesburg Area Chamber of Commerce, Inc., Leesburg Art Festival, Inc. DBA Leesburg Center for the Arts, Leesburg Partnership, Inc. and Melon Patch Players, Inc. for fiscal year 2021-22 civic grant funding; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

A total of \$70,215.00 was included in the budget for civic funding.

Account No. 046-6088-534-8210

Project No. N/A

WF No. N/A

Requisition N/A

Budget \$70,215.00

Available \$70,215.00

Submission Date and Time: 10/6/2021 1:33:17 PM

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE CIVIC ORGANIZATION FUNDING AGREEMENTS FOR FISCAL YEAR 2021-22 WITH BAND PARENTS ASSOCIATION OF LEESBURG HIGH SCHOOL, INC., BOYS AND GIRLS CLUBS OF CENTRAL FLORIDA, INC., COMMUNITY DEVELOPMENT CORPORATION OF LEESBURG, INC., LEESBURG AREA CHAMBER OF COMMERCE, INC., LEESBURG ARTS FESTIVAL DBA LEESBURG CENTER FOR THE ARTS, LEESBURG PARTNERSHIP, INC. AND MELON PATCH PLAYERS, INC.; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, it is permissible for cities to make contributions to non-profit corporations where the contributions further a public purpose; and

WHEREAS, Band Parents Association of Leesburg High School, Inc., Boys and Girls Clubs of Central Florida, Inc., Community Development Corporation of Leesburg, Inc., Leesburg Area Chamber of Commerce, Inc., Leesburg Art Festival, Inc. DBA Leesburg Center for the Arts, Leesburg Partnership, Inc. and Melon Patch Players are seeking contributions from the City of Leesburg to help provide a public service to City residents; and

WHEREAS, in the past there have been formal executed agreements between the City of Leesburg and agencies receiving such contributions; and

WHEREAS, the City of Leesburg desires to continue having such agreements with the various agencies which receive annual contributions.

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

THAT the Mayor and City Clerk of the City of Leesburg are hereby authorized and directed to execute the Civic Organization Funding Agreements between the City of Leesburg and each entity listed above for the amount listed in each contract.

THAT this resolution shall take effect immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 11th day of October, 2021.

Mayor

ATTEST:

City Clerk

CIVIC ORGANIZATION FUNDING AGREEMENT

THIS AGREEMENT is entered into by and between the City of Leesburg, Florida (hereinafter referred to as "City"), and the Band Parents Association of Leesburg High School, Inc., a not for profit corporation (hereinafter referred to as "Agency").

WITNESSETH:

THAT, it is permissible for cities to make contributions to nonprofit corporations where the contributions further a public purpose. Agency is seeking a City contribution to help provide a public service to City residents and the City wishes to make such a contribution for the public purposes stated herein and in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the promises, mutual covenants, conditions and payments hereinafter contained, the parties agree as follows:

Section 1. City Obligations. City agrees to provide the Agency with a **\$1,455.00** funding contribution in fiscal year 2021/22. Said funding contribution will be issued to the Agency as a lump sum disbursement..

Section 2. Agency Obligations. Agency shall be responsible for providing the City with a copy of the most recent IRS Form 990, proof of non-profit status and an activity report(s) showing the uses for which the City's contribution was expended. The financial statement and other required documents shall be mailed to: City Manager's Office, City of Leesburg, P.O. Box 490630, Leesburg, FL 34749-0630. No disbursements will be made until financial statements and proof of non-profit status are received. The Activity Report shall be provided no later than April 1, 2022. *Agency must participate as a marching unit in the 2021 Leesburg Christmas Parade and the 2022 Leesburg Dr. Martin Luther King, Jr. Commemoration Parade/March.*

Section 3. Use of Funds. Agency understands that Florida law prohibits the City from expending funds for other than bona fide public purposes. Agency agrees to use all funds received by it under this Agreement for the following bona fide public purpose(s): **Provide financial assistance to at risk and deserving/needy students in the Leesburg High School Band; participate in City events.** To the extent Agency's financial reports do not document adequately that the funds were expended solely for this bona fide public purpose, Agency agrees to reimburse to the City all funds not documented as having been expended in accordance with this Agreement.

Section 4. Lapse. In the event the Agency does not spend the funding contribution from the City within the stated term of this Agreement for the purposes outlined in this Agreement, or in the event this Agreement is terminated prior to the one-year term in accordance with Section 5 below, the Agency shall return all of the unspent funding contribution to the City on or before the end of the first business day following the termination of this Agreement.

Section 5. Duration of Agreement. This Agreement shall become effective upon the date executed by the last party and shall continue for a period of one (1) year, subject to availability of funds by the City. This Agreement may be terminated by either party with thirty (30) days written notice of its intent to terminate. Approval of this grant by the City does not obligate the City to approve funding for future fiscal years, and should not be relied on by Agency as evidence of any expectation of future

funding. Agency must apply for future funding during the budgetary cycle for the upcoming fiscal year, but is not assured of receiving funding.

Section 6. Modifications. No modifications, amendments or alterations of the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith, and approved by the Leesburg City Commission at a public meeting where a quorum was present and the modification of this Agreement was on the agenda for discussion and action.

Section 7. Entire Agreement. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or undertakings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

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

THE CITY OF LEESBURG, FLORIDA

By: _____
Mayor

ATTEST:

City Clerk

Approved as to form and content:

City Attorney

Band Parents of Leesburg High School, Inc.

By: _____

Printed Name: _____

Title: _____

Mailing Address: _____

CIVIC ORGANIZATION FUNDING AGREEMENT

THIS AGREEMENT is entered into by and between the City of Leesburg, Florida (hereinafter referred to as "City"), and the Boys & Girls Clubs of Central Florida, Inc., a not for profit corporation (hereinafter referred to as "Agency").

WITNESSETH:

THAT, it is permissible for cities to make contributions to nonprofit corporations where the contributions further a public purpose. Agency is seeking a City contribution to help provide a public service to City residents and the City wishes to make such a contribution for the public purposes stated herein and in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the promises, mutual covenants, conditions and payments hereinafter contained, the parties agree as follows:

Section 1. City Obligations. City agrees to provide the Agency with a \$5,000.00 funding contribution in fiscal year 2021/2022. Said funding contribution will be issued to the Agency as a lump sum disbursement.

Section 2. Agency Obligations. Agency shall be responsible for providing the City with a copy of the most recent IRS Form 990, proof of non-profit status and an activity report(s) showing the uses for which the City's contribution was expended. The financial statement and other required documents shall be mailed to: City Manager's Office, City of Leesburg, P.O. Box 490630, Leesburg, FL 34749-0630. No disbursements will be made until financial statements and proof of non-profit status are received. The Activity Report shall be provided no later than April 1, 2022. Agency shall also provide to the City of Leesburg one table at the Agency's annual dinner event/gala held for the Lake/Sumter Counties Boys & Girls Clubs at no additional cost to the City.

Section 3. Use of Funds. Agency understands that Florida law prohibits the City from expending funds for other than bona fide public purposes. Agency agrees to use all funds received by it under this Agreement for the following bona fide public purpose(s): **Comprehensive summer and after school programs for Leesburg children providing activities and mentoring to ensure academic success, healthy lifestyles, character and citizenship.** To the extent Agency's financial reports do not document adequately that the funds were expended solely for this bona fide public purpose, Agency agrees to reimburse to the City all funds not documented as having been expended in accordance with this Agreement.

Section 4. Lapse. In the event the Agency does not spend the funding contribution from the City within the stated term of this Agreement for the purposes outlined in this Agreement, or in the event this Agreement is terminated prior to the one year term in accordance with Section 5 below, the Agency shall return all of the unspent funding contribution to the City on or before the end of the first business day following the termination of this Agreement.

Section 5. Duration of Agreement. This Agreement shall become effective upon the date executed by the last party and shall continue for a period of one (1) year, subject to availability of funds by the City. This Agreement may be terminated by either party with thirty (30) days written notice of its intent to terminate. Approval of this grant by the City does not obligate the City to approve funding for future fiscal years, and should not be relied on by Agency as evidence of any expectation of future

funding. Agency must apply for future funding during the budgetary cycle for the upcoming fiscal year, but is not assured of receiving funding.

Section 6. Modifications. No modifications, amendments or alterations of the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith, and approved by the Leesburg City Commission at a public meeting where a quorum was present and the modification of this Agreement was on the agenda for discussion and action.

Section 7. Entire Agreement. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or undertakings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

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

THE CITY OF LEESBURG, FLORIDA

By: _____
Mayor

ATTEST:

City Clerk

Approved as to form and content:

City Attorney

Boys & Girls Clubs of Central Florida, Inc.

By: _____

Printed Name: Gary W. Cain

Title: President and CEO

Mailing Address: PO Box 2987
Orlando, FL 32802

CIVIC ORGANIZATION FUNDING AGREEMENT

THIS AGREEMENT is entered into by and between the City of Leesburg, Florida (hereinafter referred to as "City"), and the Community Development Corporation of Leesburg, Inc., a not for profit corporation (hereinafter referred to as "Agency").

WITNESSETH:

THAT, it is permissible for cities to make contributions to nonprofit corporations where the contributions further a public purpose. Agency is seeking a City contribution to help provide a public service to City residents and the City wishes to make such a contribution for the public purposes stated herein and in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the promises, mutual covenants, conditions and payments hereinafter contained, the parties agree as follows:

Section 1. City Obligations. City agrees to provide the Agency with a **\$3,880.00** funding contribution in fiscal year 2021/2022. Said funding contribution will be issued to the Agency as a lump sum disbursement.

Section 2. Agency Obligations. Agency shall be responsible for providing the City with a copy of the most recent IRS Form 990, proof of non-profit status and an activity report(s) showing the uses for which the City's contribution was expended. The financial statement and other required documents shall be mailed to: City Manager's Office, City of Leesburg, P.O. Box 490630, Leesburg, FL 34749-0630. No disbursements will be made until financial statements and proof of non-profit status are received. The Activity Report shall be provided no later than April 1, 2022. Agency shall list the City of Leesburg as a sponsor on all printed materials and press releases for the Leesburg Black Heritage Festival.

Section 3. Use of Funds. Agency understands that Florida law prohibits the City from expending funds for other than bona fide public purposes. Agency agrees to use all funds received by it under this Agreement for the following bona fide public purpose(s): **Provide mentoring services and scholarship opportunities; promote diversity through participation in community projects including sponsorship of the Leesburg Black Heritage Festival.** To the extent Agency's financial reports do not document adequately that the funds were expended solely for this bona fide public purpose, Agency agrees to reimburse to the City all funds not documented as having been expended in accordance with this Agreement.

Section 4. Lapse. In the event the Agency does not spend the funding contribution from the City within the stated term of this Agreement for the purposes outlined in this Agreement, or in the event this Agreement is terminated prior to the one year term in accordance with Section 5 below, the Agency shall return all of the unspent funding contribution to the City on or before the end of the first business day following the termination of this Agreement.

Section 5. Duration of Agreement. This Agreement shall become effective upon the date executed by the last party and shall continue for a period of one (1) year, subject to availability of funds by the City. This Agreement may be terminated by either party with thirty (30) days written notice of its intent to terminate. Approval of this grant by the City does not obligate the City to approve funding for future fiscal years, and should not be relied on by Agency as evidence of any expectation of future

funding. Agency must apply for future funding during the budgetary cycle for the upcoming fiscal year, but is not assured of receiving funding.

Section 6. Modifications. No modifications, amendments or alterations of the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith, and approved by the Leesburg City Commission at a public meeting where a quorum was present and the modification of this Agreement was on the agenda for discussion and action.

Section 7. Entire Agreement. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or undertakings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

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

THE CITY OF LEESBURG, FLORIDA

By: _____
Mayor

ATTEST:

City Clerk

Approved as to form and content:

City Attorney

Community Development Corporation of Leesburg, Inc.

By: _____

Printed Name: _____

Title: _____

Mailing Address: _____

CIVIC ORGANIZATION FUNDING AGREEMENT

THIS AGREEMENT is entered into by and between the City of Leesburg, Florida (hereinafter referred to as "City"), and Leesburg Area Chamber of Commerce, Inc., a not for profit corporation (hereinafter referred to as "Agency").

WITNESSETH:

THAT, it is permissible for cities to make contributions to nonprofit corporations where the contributions further a public purpose. Agency is seeking a City contribution to help provide a public service to City residents and the City wishes to make such a contribution for the public purposes stated herein and in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the promises, mutual covenants, conditions and payments hereinafter contained, the parties agree as follows:

Section 1. City Obligations. City agrees to provide the Agency with a \$5,000.00 funding contribution in fiscal year 2021/2022. Said funding contribution will be issued to the Agency as a lump sum disbursement.

Section 2. Agency Obligations. Agency shall be responsible for providing the City with a copy of the most recent IRS Form 990, proof of non-profit status and an activity report(s) showing the uses for which the City's contribution was expended. The financial statement and other required documents shall be mailed to: City Manager's Office, City of Leesburg, P.O. Box 490630, Leesburg, FL 34749-0630. No disbursements will be made until financial statements and proof of non-profit status are received. The Activity Report shall be provided no later than April 1, 2022. Agency shall list the City of Leesburg as a sponsor on all Chamber events, provide tickets to the monthly Sunrise Breakfast for each commissioner and provide entry for one (1) team in the annual Splash Golf event at no additional cost to the City.

Section 3. Use of Funds. Agency understands that Florida law prohibits the City from expending funds for other than bona fide public purposes. Agency agrees to use all funds received by it under this Agreement for the following bona fide public purpose(s): **Provide public relations and promotional information for activities in Leesburg; provide information to citizens, visitors and businesses about city facilities, services and recreational opportunities; provide opportunities for businesses to grow their business.** To the extent Agency's financial reports do not document adequately that the funds were expended solely for this bona fide public purpose, Agency agrees to reimburse to the City all funds not documented as having been expended in accordance with this Agreement.

Section 4. Lapse. In the event the Agency does not spend the funding contribution from the City within the stated term of this Agreement for the purposes outlined in this Agreement, or in the event this Agreement is terminated prior to the one year term in accordance with Section 5 below, the Agency shall return all of the unspent funding contribution to the City on or before the end of the first business day following the termination of this Agreement.

Section 5. Duration of Agreement. This Agreement shall become effective upon the date executed by the last party and shall continue for a period of one (1) year, subject to availability of funds by the City. This Agreement may be terminated by either party with thirty (30) days written notice of

its intent to terminate. Approval of this grant by the City does not obligate the City to approve funding for future fiscal years, and should not be relied on by Agency as evidence of any expectation of future funding. Agency must apply for future funding during the budgetary cycle for the upcoming fiscal year, but is not assured of receiving funding.

Section 6. Modifications. No modifications, amendments or alterations of the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith, and approved by the Leesburg City Commission at a public meeting where a quorum was present and the modification of this Agreement was on the agenda for discussion and action.

Section 7. Entire Agreement. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or undertakings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

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

THE CITY OF LEESBURG, FLORIDA

By: _____
Mayor

ATTEST:

City Clerk

Approved as to form and content:

City Attorney

Leesburg Area Chamber of Commerce, Inc.

By: _____

Printed Name: _____

Title: _____

Mailing Address: _____

CIVIC ORGANIZATION FUNDING AGREEMENT

THIS AGREEMENT is entered into by and between the City of Leesburg, Florida (hereinafter referred to as "City"), and the Leesburg Art Festival, Inc. DBA Leesburg Center for the Arts, a not for profit corporation (hereinafter referred to as "Agency").

WITNESSETH:

THAT, it is permissible for cities to make contributions to nonprofit corporations where the contributions further a public purpose. Agency is seeking a City contribution to help provide a public service to City residents and the City wishes to make such a contribution for the public purposes stated herein and in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the promises, mutual covenants, conditions and payments hereinafter contained, the parties agree as follows:

Section 1. City Obligations. City agrees to provide the Agency with a \$10,670.00 funding contribution in fiscal year 2021/2022. Said funding contribution will be issued to the Agency as a lump sum disbursement.

Section 2. Agency Obligations. Agency shall be responsible for providing the City with a copy of the most recent IRS Form 990, proof of non-profit status and an activity report(s) showing the uses for which the City's contribution was expended. The financial statement and other required documents shall be mailed to: City Manager's Office, City of Leesburg, P.O. Box 490630, Leesburg, FL 34749-0630. No disbursements will be made until financial statements and proof of non-profit status are received. The Activity Report shall be provided no later than April 1, 2022. Agency shall also provide to the City of Leesburg ten (10) tickets for the annual Beast Feast event and ten (10) tickets to be used at any combination of CFA live events at no additional cost to the City.

Section 3. Use of Funds. Agency understands that Florida law prohibits the City from expending funds for other than bona fide public purposes. Agency agrees to use all funds received by it under this Agreement for the following bona fide public purpose(s): **Promote growth and vitality of the community by providing educational opportunities in the arts for all ages; provide cultural events for the community; provide a central location which attracts talented artists, artisans, musicians and audiences.** To the extent Agency's financial reports do not document adequately that the funds were expended solely for this bona fide public purpose, Agency agrees to reimburse to the City all funds not documented as having been expended in accordance with this Agreement.

Section 4. Lapse. In the event the Agency does not spend the funding contribution from the City within the stated term of this Agreement for the purposes outlined in this Agreement, or in the event this Agreement is terminated prior to the one year term in accordance with Section 5 below, the Agency shall return all of the unspent funding contribution to the City on or before the end of the first business day following the termination of this Agreement.

Section 5. Duration of Agreement. This Agreement shall become effective upon the date executed by the last party and shall continue for a period of one (1) year, subject to availability of funds by the City. This Agreement may be terminated by either party with thirty (30) days written notice of its intent to terminate. Approval of this grant by the City does not obligate the City to approve funding for future fiscal years, and should not be relied on by Agency as evidence of any expectation of future

funding. Agency must apply for future funding during the budgetary cycle for the upcoming fiscal year, but is not assured of receiving funding.

Section 6. Modifications. No modifications, amendments or alterations of the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith, and approved by the Leesburg City Commission at a public meeting where a quorum was present and the modification of this Agreement was on the agenda for discussion and action.

Section 7. Entire Agreement. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or undertakings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

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

THE CITY OF LEESBURG, FLORIDA

By: _____
Mayor

ATTEST:

City Clerk

Approved as to form and content:

City Attorney

Leesburg Art Festival, Inc.
DBA Leesburg Center for the Arts

By: _____

Printed Name: _____

Title: _____

Mailing Address: _____

CIVIC ORGANIZATION FUNDING AGREEMENT

THIS AGREEMENT is entered into by and between the City of Leesburg, Florida (hereinafter referred to as "City"), and the Leesburg Partnership, Inc., a not for profit corporation (hereinafter referred to as "Agency").

WITNESSETH:

THAT, it is permissible for cities to make contributions to nonprofit corporations where the contributions further a public purpose. Agency is seeking a City contribution to help provide a public service to City residents and the City wishes to make such a contribution for the public purposes stated herein and in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the promises, mutual covenants, conditions and payments hereinafter contained, the parties agree as follows:

Section 1. City Obligations. City agrees to provide the Agency with a \$38,710.00 funding contribution in fiscal year 2021/2022. Said funding contribution will be issued to the Agency as a lump sum disbursement.

Section 2. Agency Obligations. Agency shall be responsible for providing the City with a copy of the most recent IRS Form 990, proof of non-profit status and an activity report(s) showing the uses for which the City's contribution was expended. The financial statement and other required documents shall be mailed to: City Manager's Office, City of Leesburg, P.O. Box 490630, Leesburg, FL 34749-0630. No disbursements will be made until financial statements and proof of non-profit status are received. The Activity Report shall be provided no later than April 1, 2022. Agency shall also provide to the City of Leesburg one table at the Agency's annual dinner/event at no additional cost to the City.

Section 3. Use of Funds. Agency understands that Florida law prohibits the City from expending funds for other than bona fide public purposes. Agency agrees to use all funds received by it under this Agreement for the following bona fide public purpose(s): **Promotion and presentation of numerous community oriented events such as BikeFest, Main Street Car Show and Leesburg Christmas Parade.** To the extent Agency's financial reports do not document adequately that the funds were expended solely for this bona fide public purpose, Agency agrees to reimburse to the City all funds not documented as having been expended in accordance with this Agreement.

Section 4. Lapse. In the event the Agency does not spend the funding contribution from the City within the stated term of this Agreement for the purposes outlined in this Agreement, or in the event this Agreement is terminated prior to the one year term in accordance with Section 5 below, the Agency shall return all of the unspent funding contribution to the City on or before the end of the first business day following the termination of this Agreement.

Section 5. Duration of Agreement. This Agreement shall become effective upon the date executed by the last party and shall continue for a period of one (1) year, subject to availability of funds by the City. This Agreement may be terminated by either party with thirty (30) days written notice of its intent to terminate. Approval of this grant by the City does not obligate the City to approve funding for future fiscal years, and should not be relied on by Agency as evidence of any expectation of future

funding. Agency must apply for future funding during the budgetary cycle for the upcoming fiscal year, but is not assured of receiving funding.

Section 6. Modifications. No modifications, amendments or alterations of the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith, and approved by the Leesburg City Commission at a public meeting where a quorum was present and the modification of this Agreement was on the agenda for discussion and action.

Section 7. Entire Agreement. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or undertakings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

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

THE CITY OF LEESBURG, FLORIDA

By: _____
Mayor

ATTEST:

City Clerk

Approved as to form and content:

City Attorney

Leesburg Partnership, Inc.

By: _____

Printed Name: _____

Title: _____

Mailing Address: _____

CIVIC ORGANIZATION FUNDING AGREEMENT

THIS AGREEMENT is entered into by and between the City of Leesburg, Florida (hereinafter referred to as "City"), and Melon Patch Players, Inc., a not for profit corporation (hereinafter referred to as "Agency").

WITNESSETH:

THAT, it is permissible for cities to make contributions to nonprofit corporations where the contributions further a public purpose. Agency is seeking a City contribution to help provide a public service to City residents and the City wishes to make such a contribution for the public purposes stated herein and in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the promises, mutual covenants, conditions and payments hereinafter contained, the parties agree as follows:

Section 1. City Obligations. City agrees to provide the Agency with a **\$5,500.00** funding contribution in fiscal year 2021/2022. Said funding contribution will be issued to the Agency as a lump sum disbursement.

Section 2. Agency Obligations. Agency shall be responsible for providing the City with a copy of the most recent IRS Form 990, proof of non-profit status and an activity report(s) showing the uses for which the City's contribution was expended. The financial statement and other required documents shall be mailed to: City Manager's Office, City of Leesburg, P.O. Box 490630, Leesburg, FL 34749-0630. No disbursements will be made until financial statements and proof of non-profit status are received. The Activity Report shall be provided no later than April 1, 2022. Agency shall list the City of Leesburg as a sponsor for two productions in the upcoming performance season.

Section 3. Use of Funds. Agency understands that Florida law prohibits the City from expending funds for other than bona fide public purposes. Agency agrees to use all funds received by it under this Agreement for the following bona fide public purpose(s): **Enrich the culture of the City by providing quality community theatre productions several times each year.** To the extent Agency's financial reports do not document adequately that the funds were expended solely for this bona fide public purpose, Agency agrees to reimburse to the City all funds not documented as having been expended in accordance with this Agreement.

Section 4. Lapse. In the event the Agency does not spend the funding contribution from the City within the stated term of this Agreement for the purposes outlined in this Agreement, or in the event this Agreement is terminated prior to the one year term in accordance with Section 5 below, the Agency shall return all of the unspent funding contribution to the City on or before the end of the first business day following the termination of this Agreement.

Section 5. Duration of Agreement. This Agreement shall become effective upon the date executed by the last party and shall continue for a period of one (1) year, subject to availability of funds by the City. This Agreement may be terminated by either party with thirty (30) days written notice of its intent to terminate. Approval of this grant by the City does not obligate the City to approve funding for future fiscal years, and should not be relied on by Agency as evidence of any expectation of future funding. Agency must apply for future funding during the budgetary cycle for the upcoming fiscal year, but is not assured of receiving funding.

Section 6. Modifications. No modifications, amendments or alterations of the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith, and approved by the Leesburg City Commission at a public meeting where a quorum was present and the modification of this Agreement was on the agenda for discussion and action.

Section 7. Entire Agreement. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or undertakings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

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

THE CITY OF LEESBURG, FLORIDA

By: _____
Mayor

ATTEST:

City Clerk

Approved as to form and content:

City Attorney

Melon Patch Players, Inc.

By: _____

Printed Name: _____

Title: _____

Mailing Address: _____

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.8.

Meeting Date: October 11, 2021

From: Al Minner, (City Manager)

Subject: Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Civic Organization Funding Agreement for Fiscal Year 2021-22 with Leesburg Cemeteries, Inc.; and providing an effective date.

Staff Recommendation:

Staff recommends execution of the agreement with Leesburg Cemeteries, Inc. for \$111,760.00 for fiscal year 2021-22 civic organization grant funding.

Analysis:

Historically, Leesburg Cemeteries, Inc. has been included as part of the City of Leesburg overall civic organization grant funding application and approval process. At the direction of the City Commission, several years ago this funding was moved and is now specifically included in its own line in the budget. The funding is used to provide upkeep and maintenance at Lone Oak and Shady Oak cemeteries.

Leesburg Cemeteries, Inc. was granted funding in the amount of \$111,760.00 in Fiscal Years 2019-20 and 2020-21. The same amount is recommended and budgeted in Fiscal Year 2021-22.

Procurement Analysis:

N/A

Options:

1. Approve the Civic Organization Funding Agreement with Leesburg Cemeteries, Inc. or
2. Such alternate action as the Commission may deem appropriate.

Fiscal Impact:

Funds are specifically budgeted in FY 22.

Account No.	046-6088-534-8215
Budget	\$111,760.00
Available	\$111,760.00

Submission Date and Time: 10/6/2021 1:34:07 PM

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A
CIVIC ORGANIZATION FUNDING AGREEMENT FOR FISCAL YEAR 2021-
22 WITH LEESBURG CEMETERIES, INC.; AND PROVIDING AN
EFFECTIVE DATE.**

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

WHEREAS, it is permissible for cities to make contributions to non-profit corporations where the contributions further a public purpose; and

WHEREAS, Leesburg Cemeteries, Inc., is seeking contributions from the City of Leesburg to help provide a public service to City residents; and

WHEREAS, in the past there have been formal executed agreements between the City of Leesburg and agencies receiving such contributions; and

WHEREAS, the City of Leesburg desires to continue having such agreements with the various agencies which receive annual contributions.

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

THAT the Mayor and City Clerk of the City of Leesburg are hereby authorized and directed to execute the Civic Organization Funding Agreement between the City of Leesburg and the entity listed above for the amount listed in the contract.

THAT this resolution shall take effect immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida at its regular meeting held on the 11th day of October, 2021.

Mayor

ATTEST:

City Clerk

CIVIC ORGANIZATION FUNDING AGREEMENT

THIS AGREEMENT is entered into by and between the City of Leesburg, Florida (hereinafter referred to as "City"), and the Leesburg Cemeteries, Inc., a not for profit corporation (hereinafter referred to as "Agency").

WITNESSETH:

THAT, it is permissible for cities to make contributions to nonprofit corporations where the contributions further a public purpose. Agency is seeking a City contribution to help provide a public service to City residents and the City wishes to make such a contribution for the public purposes stated herein and in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the promises, mutual covenants, conditions and payments hereinafter contained, the parties agree as follows:

Section 1. City Obligations. City agrees to provide the Agency with a **\$111,760.00** funding contribution in fiscal year 2021/2022. The agency will receive quarterly installments of \$26,040.00. City also agrees to provide a maximum of \$7,600.00 to Agency as credit to utility bills for Customer ID Number 337195 and the following three (3) location ID Numbers 511490, 593310 and 429590 in the amounts of \$1,200.00, \$900.00 and \$5,500.00 respectively.

Section 2. Agency Obligations. Agency shall be responsible for providing the City with a quarterly financial statement (profit and loss), along with activity reports showing the uses for which the City's contribution was expended. The financial statement shall be mailed to: City Manager's Office, City of Leesburg, P.O. Box 490630, Leesburg, FL 34749-0630. No disbursements will be made until financial statements and activity reports are received.

Section 3. Use of Funds. Agency understands that Florida law prohibits the City from expending funds for other than bona fide public purposes. Agency agrees to use all funds received by it under this Agreement for the following bona fide public purpose(s): **Provide maintenance and upkeep of the Lone Oak and Shady Oak cemeteries.** To the extent Agency's financial reports do not document adequately that the funds were expended solely for this bona fide public purpose, Agency agrees to reimburse to the City all funds not documented as having been expended in accordance with this Agreement.

Section 4. Lapse. In the event the Agency does not spend the funding contribution from the City within the stated term of this Agreement for the purposes outlined in this Agreement, or in the event this Agreement is terminated prior to the one year term in accordance with Section 5 below, the Agency shall return all of the unspent funding contribution to the City on or before the end of the first business day following the termination of this Agreement.

Section 5. Duration of Agreement. This Agreement shall become effective upon the date executed by the last party and shall continue for a period of one (1) year, subject to availability of funds by the City. This Agreement may be terminated by either party with thirty (30) days written notice of its intent to terminate. Approval of this grant by the City does not obligate the City to approve funding for future fiscal years, and should not be relied on by Agency as evidence of any expectation of future

funding. Agency must apply for future funding during the budgetary cycle for the upcoming fiscal year, but is not assured of receiving funding.

Section 6. Modifications. No modifications, amendments or alterations of the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith, and approved by the Leesburg City Commission at a public meeting where a quorum was present and the modification of this Agreement was on the agenda for discussion and action.

Section 7. Entire Agreement. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or undertakings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

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

THE CITY OF LEESBURG, FLORIDA

By: _____
Mayor

ATTEST:

City Clerk

Approved as to form and content:

City Attorney

Org name Leesburg Cemeteries, Inc.

By: _____

Printed Name: _____

Title: _____

Mailing Address: _____

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.9.

Meeting Date: October 11, 2021

From: Travis Rima, (Recreation Director)

Subject: Resolution of the City Commission of the City of Leesburg, Florida establishing the special events venue area for the November 11-14, 2021 Bikefest event; and providing an effective date.

Staff Recommendation:

Staff requests the City Commission approve the attached proposed special events venue area map for the Annual Leesburg Bikefest event.

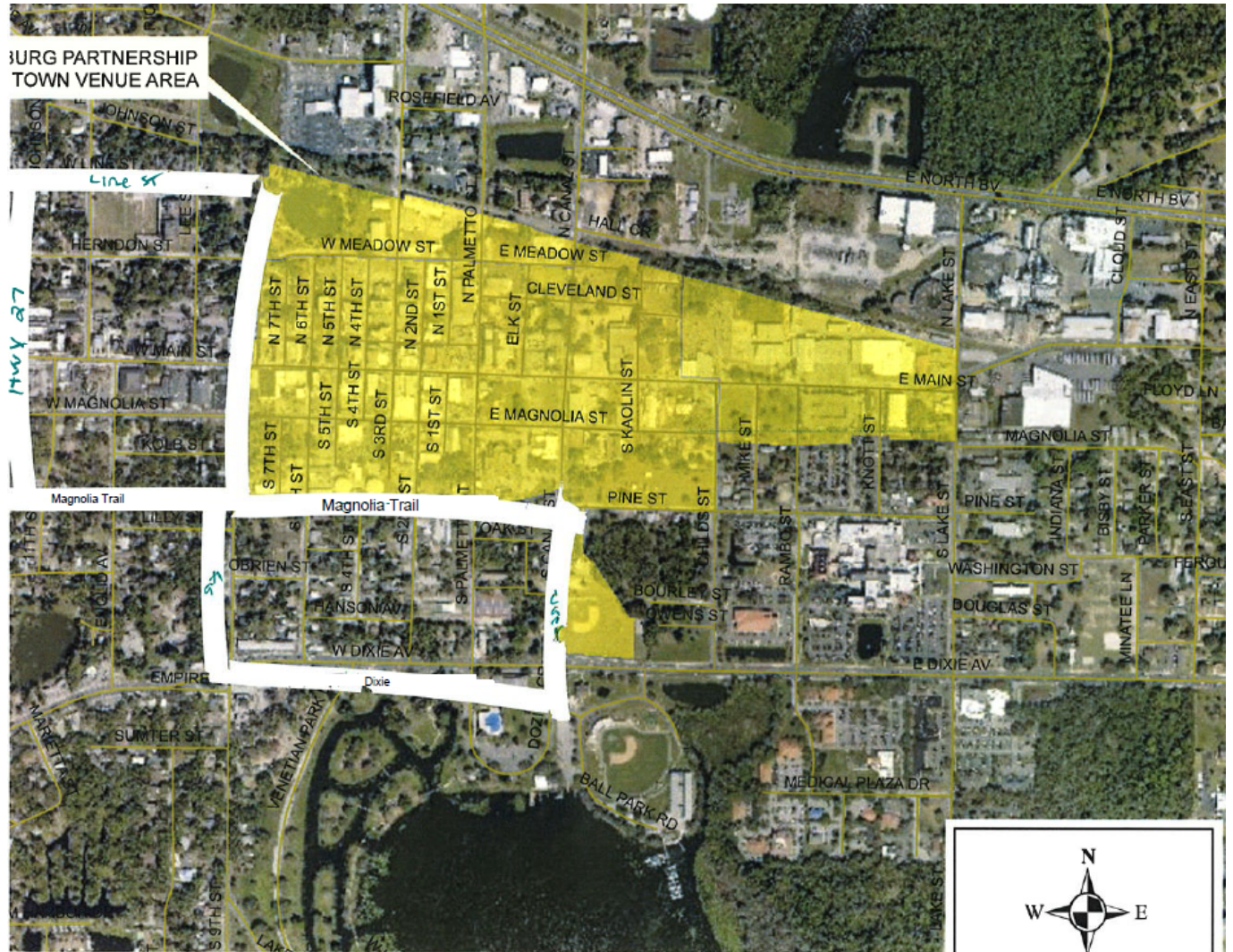
Analysis:

The Leesburg Partnership is hosting the Annual Leesburg Bikefest November 11-14, 2021. Per Section 26-2-(b) Special event permit required, City of Leesburg Code of Ordinances, The City Manager or designee is authorized to determine the special event venue. The city manager or designee shall set reasonable boundaries for the special event venue, balancing the special event requirements and public health, safety, and welfare. The special event venue for all major special events with an expected attendance level of thirty thousand (30,000) participants or more shall be established or amended by resolution by the city commission. The three-day attendance of the event is projected to be as high as 200,000 participants. To comply with the above referenced code and to better plan the logistical and emergency services for the event, it is recommended that the City Commission establish this official special event venue area for the event.

The proposed venue area includes the highlighted areas of the Bikefest Boundary Map identified as Exhibit A. The proposed event venue area is unchanged from previous Bikefest venue areas.

The Leesburg Partnership has requested to extend an additional boundary area solely for the use of contracted shuttles. The extended area, as outlined in white on the attached map, does not include any type of vendor other than contracted shuttles. The City Special Event Committee (SEC) received, discussed, and recommended the approval of this request.

Exhibit A



Procurement Analysis:

N/A

Options:

1. Approve the proposed special event venue area map as identified as Exhibit A; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

No fiscal impact to the City for this action

Submission Date and Time: 8/4/2021 1:18:19 PM

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA ESTABLISHING THE SPECIAL EVENTS VENUE AREA FOR THE
NOVEMBER 11-14, 2021 BIKEFEST EVENT; AND PROVIDING AN
EFFECTIVE DATE.**

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

WHEREAS, the Leesburg Bikefest is an annual major special event being held in the City of Leesburg on November 11 – 14, 2021; and

WHEREAS, as many as 200,000 attendees from the City of Leesburg, Lake County and all across the country will be attending the event; and

WHEREAS, per the revision in Chapter 26 - Special Events of the Leesburg Code of Ordinances that requires the City Commission to establish a special events venue area for any special event with an expected attendance of 30,000 or more participants; and

WHEREAS, in order to enable the City of Leesburg, Lake County and the State of Florida to properly provide logistical and emergency services to ensure the safety and well-being of the event's attendees; and

WHEREAS, the City Commission of the City of Leesburg recognizes the need to establish an event boundary area to assist in the provision of the aforementioned requirements and services for the annual Leesburg Bikefest event.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of Leesburg, Florida:

THAT the City of Leesburg does hereby establish the official special event venue area for the Annual Leesburg Bikefest as shown on Attachment A.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 11th day of October 2021.

Mayor

ATTEST:

City Clerk

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.10.

Meeting Date: October 11, 2021

From: Travis Rima, (Recreation Director)

Subject: Resolution of the City Commission of the City of Leesburg, Florida establishing the per square foot cost recovery fee for businesses located within the November 11-14, 2021 Leesburg Bikefest Venue area; and providing an effective date.

Staff Recommendation:

Staff requests the City Commission approve the annual special events per square foot cost recovery fee resolution for the same amount as the previous years.

Analysis:

The City of Leesburg and the Leesburg Partnership will host the annual Leesburg Bikefest event November 11-14, 2021.

- Per Section 26-23-1, *Special Events* – City of Leesburg Code of Ordinances, there is a per square foot cost recovery fee required to be paid by businesses located in the Bikefest Venue Area (attachment B), who apply for, and are granted, a Temporary Use/Outdoor Sales and where applicable, an Extension of Premises Permit.
- This fee helps offset an event organizer's costs of the event.
- The square foot cost recovery fee is required to be paid to the City prior to the issuance of the permit.
- The 2021 Bikefest Cost Recovery Fee; requested fee is \$2.33; this is unchanged from the 2015-2019 Bikefest Cost Recovery Fees.
- Per Chapter 26 – Special Events- City of Leesburg Code of Ordinances, this cost recovery fee is established by the City Commission.

Attachment A

Bikefest 2021

Temporary Outdoor Sales/Extension of Premises
Cost Recovery Fee Methodology

Estimated Leesburg Partnership Expenses:

Advertising:	\$27,000
Entertainment:	\$127,000
Security:	\$26,000
Garbage:	\$40,000
Total:	\$220,000

Per square foot tent/vendor area fee:

\$220,000 divided by 94,536 square feet of vendor space equals \$2.33 per square foot, which is the same as last year.

Procurement Analysis:

N/A

Options:

1. Approve the resolution for a per square foot cost recovery fee and its methodology as identified in Attachment A; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

There is no anticipated fiscal impact to the City as the fees collected are for cost recovery for the event organizer.

Submission Date and Time: 8/4/2021 1:19:36 PM

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA ESTABLISHING THE PER SQUARE FOOT COST RECOVERY FEE
FOR BUSINESSES LOCATED WITHIN THE NOVEMBER 11-14, 2021
LEESBURG BIKEFEST VENUE AREA; AND PROVIDING AN EFFECTIVE
DATE.**

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

WHEREAS, the annual Leesburg Bikefest event is an annual major special event being held in the City of Leesburg on November 11 - 14, 2021; and

WHEREAS, the projected three-day attendance of the Leesburg Bikefest is expected to be as high as approximately 200,000 participants; and

WHEREAS, the City of Leesburg recognizes that the Leesburg Partnership's estimated total cost of hosting the event is approximately \$671,000; and

WHEREAS, the City Commission of the City of Leesburg recognizes the need to establish a per square foot cost recovery fee to be paid to the event organizer from those businesses in the special event venue area who benefit from the special event through a temporary outdoor sales permit or an extension of premises permit during Leesburg Bikefest.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of Leesburg, Florida:

THAT the City of Leesburg does hereby establish an official special event venue area per square foot cost recovery fee based on the aforementioned reasons and approves the methodology provided as shown on Attachment A for Leesburg Bikefest 2020.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 11th day of October 2021.

Mayor

ATTEST:

City Clerk

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.11.

Meeting Date: October 11, 2021

From: Brandy McDaniel, (Budget Manager)

Subject: Resolution of the City Commission of the City of Leesburg, Florida approving a special transfer in Fiscal Year 21-22 from the Solid Waste fund in the amount of \$350,000 for various Capital Projects; and providing an effective date.

Staff Recommendation:

Staff recommends approval of a special transfer in FY 21-22 from the Solid Waste Utility to the Capital Projects Fund in the amount of \$350,000 for various Capital Projects

Analysis:

The FY 21-22 budget includes the following projects to be funded with Solid Waste Utility Surplus Funds:

Pat Thomas Stadium Rehabilitation	\$300,000
Dabney Pool Demolition	<u>50,000</u>
Total funding needed from the Solid Waste Utility	\$350,000

In making this transfer, the City must adhere to the cash policies adopted in Ordinance 07-80, Section 2-230. This section provides for utilization of surplus cash when cash exceeds 115% of the minimum acceptable level of cash reserve. Utilization of Surplus Cash can be approved for any one of the following: (1) elimination of shortfalls in related funds; (2) reduction or avoidance of debt, (3) funding of a renewal and replacement program, (4) one time capital needs and (5) for use in funding tax, fee or rate stabilization. In addition to the Surplus Cash test, Ordinance 07-82 provides for a five-year pro forma cash flow projection to determine the financial impact if any on the fund from which the transfer is drawn (attached). The following test reflects the amount of Surplus Cash available as of September 30, 2021:

Minimum Cash Reserve Requirement	\$1,276,220
Add 15% Reserve	<u>191,433</u>
Minimum Level of Acceptable Cash Reserve	\$1,476,653
Unaudited Cash Balance as of September 2021	<u>2,425,779</u>
Surplus Cash	\$ 949,126

The calculation as prescribed by ordinance reflects adequate surplus cash to allow for the special transfer.

Procurement Analysis:

N/A

Options:

1. Approve the special transfer in FY 21-22 from the Solid Waste Utility to the Capital Projects Fund in the amount of \$350,000.00 for various Capital Projects; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

The fiscal impact of the current Surplus Cash of the Solid Waste Utility is decreasing surplus cash from \$949,126 to \$599,126.

Account No. 046-6088-581-9131

Submission Date and Time: 10/6/2021 1:37:42 PM

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA APPROVING A SPECIAL TRANSFER IN FISCAL YEAR 21-22
FROM THE SOLID WASTE FUND IN THE AMOUNT OF \$350,000 FOR
VARIOUS CAPITAL PROJECTS; AND PROVIDING AN EFFECTIVE DATE.**

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

THAT the City Commission hereby authorizes a Special Transfer of \$350,000.00 from the Solid Waste Utility to the Capital Projects Fund for various Capital Projects.

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 11th day of October 2021.

Mayor

ATTEST:

City Clerk

City of Leesburg Solid Waste Fund
Five Year Cash Flow Pro Forma

09/30/21 Unrestricted/Unreserved Pooled Cash	2,425,779					
	2022 Adopted Budget	2023 Projected	2024 Projected	2025 Projected	2026 Projected	Cumulative Total
Revenue						
Charges For Services	\$ 4,517,103	\$ 4,602,928	\$ 4,699,589	\$ 4,798,281	\$ 4,899,045	\$ 23,516,946
Other Operating Revenue	97,517	99,370	101,457	103,587	105,763	507,693
Total Operating Revenues	<u>4,614,620</u>	<u>4,702,298</u>	<u>4,801,046</u>	<u>4,901,868</u>	<u>5,004,807</u>	<u>24,024,639</u>
Expenses						
Long-Term Care	73,328	74,721	76,290	77,892	79,528	381,760
Residential	2,057,787	1,846,885	1,885,670	1,925,269	1,965,699	9,681,309
Commercial	1,482,841	1,511,015	1,542,746	1,575,144	1,608,222	7,719,968
Other Operating Expenses	520,378	530,265	541,401	552,770	564,378	2,709,192
Total Operating Expenses	<u>4,134,334</u>	<u>3,962,886</u>	<u>4,046,107</u>	<u>4,131,075</u>	<u>4,217,828</u>	<u>20,492,230</u>
Net Income From Operations	<u>480,286</u>	<u>739,411</u>	<u>754,939</u>	<u>770,793</u>	<u>786,979</u>	<u>3,532,409</u>
Nonoperating Revenue (Expense)						
Other Nonoperating Income	27,472	27,994	28,582	29,182	29,795	143,025
Other Nonoperating Expense	(181,975)	(185,433)	(189,327)	(193,302)	(197,362)	(947,398)
Total Nonoperating Rev (Exp)	<u>(154,503)</u>	<u>(157,439)</u>	<u>(160,745)</u>	<u>(164,120)</u>	<u>(167,567)</u>	<u>(804,374)</u>
Income Before Operating Transfers	<u>325,783</u>	<u>581,973</u>	<u>594,194</u>	<u>606,672</u>	<u>619,413</u>	<u>2,728,035</u>
Interfund Transfers						
Transfers to Other Funds	788,571	803,554	820,428	837,657	855,248	4,105,459
Total Transfers	<u>(788,571)</u>	<u>(803,554)</u>	<u>(820,428)</u>	<u>(837,657)</u>	<u>(855,248)</u>	<u>(4,105,459)</u>
Net Income After Transfers	<u>(462,788)</u>	<u>(221,581)</u>	<u>(226,234)</u>	<u>(230,985)</u>	<u>(235,836)</u>	<u>(1,377,424)</u>
Incr (Decr) to Unappropriated Net Position	\$ <u>(462,788)</u>	\$ <u>(221,581)</u>	\$ <u>(226,234)</u>	\$ <u>(230,985)</u>	\$ <u>(235,836)</u>	\$ <u>(1,377,424)</u>
Annual Depr added back to Net Inc/(Loss)	15,000	15,285	15,606	15,934	16,268	78,093
Capital Purchases	-	-	-	-	-	-
Cash Flow Effect of Special Transfer						
FYE Est Unrestricted/Unreserved Pooled Cash Bal Before Special Transfer(s)	\$ 1,977,991	\$ 1,421,695	\$ 1,211,067	\$ 996,015	\$ 776,448	\$ 776,448
CAPITAL PROJECT FUNDING	<u>(350,000)</u>		<u>-</u>	<u>-</u>	<u>-</u>	
FYE Est Un-restricted Pooled Cash Balance After Special Transfer(s)	\$ <u>1,627,991</u>	\$ <u>1,421,695</u>	\$ <u>1,211,067</u>	\$ <u>996,015</u>	\$ <u>776,448</u>	

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.12.

Meeting Date: October 11, 2021

From: Al Minner, (City Manager)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, adopting Revisions to the City of Leesburg Personnel Policy 115; and providing an effective date.

Staff Recommendation:

Staff recommends approval of the resolution adopting the revised Personnel Policy 115 - Residency Requirements.

Analysis:

This policy has been revised to include changes to the residency requirements in order to better serve the needs of the organization.

Procurement Analysis:

N/A

Options:

1. Authorize the approval of the submitted revision to the City's Personnel Policy 115 to become effective upon approval, or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

None

Submission Date and Time:

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA, ADOPTING REVISIONS TO THE CITY OF LEESBURG
PERSONNEL POLICY 115; AND PROVIDING AN EFFECTIVE DATE.**

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

THAT the City of Leesburg has revised its Personnel Policy 115 - Residency Requirements; and

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 11th day of October 2021.

Mayor

ATTEST:

City Clerk

115 RESIDENCY REQUIREMENTS

All ~~new employees except certified Police employees must comply with the following residency policy within 90 days after completion of the six (6) month probationary period. Certified Police employees must comply with the following residency policy within 90 days after completion of the 12-month probationary period. The City Manager, Police Chief and Fire Chief must reside in the Leesburg utilities area. Employees in the Police Department and employees occupying other position classifications as designated by Department Heads as on call for routine service shall reside within a 20-mile radius of the intersection of Main Street and 14th Street in Leesburg. Employees other than those mentioned above who must serve in an "on-call" status or who are authorized to drive a City vehicles home, mustshall~~ reside within a 20-miles of Leesburg city limits radius of the above listed intersection unless otherwise approved by the City Manager in writing. All other employees may reside where they choose providing they get to work on time and travel time does not interfere in any way with satisfactory performance of their position classification.

Employees covered by the Police CBA must comply with this residency policy within six (6) months after completion of the 12-month initial probationary period.

Employees who are promoted or demoted to positions requiring any of the residency requirements listed above accept those positions knowing they must comply with the residency requirement.

For the purpose of this policy, residency shall be the place the employee actually resides/lives and not the mailing or post office address.

Any employee who violates this residency policy shall be discharged from employment.

115 RESIDENCY REQUIREMENTS

All employees who must serve in an “on-call” status or who are authorized to drive a City vehicle home, shall reside within 20-miles of Leesburg city limits. All other employees may reside where they choose providing they get to work on time and travel time does not interfere in any way with satisfactory performance of their position classification.

Employees covered by the Police CBA must comply with this residency policy within six (6) months after completion of the 12-month initial probationary period.

Employees who are promoted or demoted to positions requiring any of the residency requirements listed above accept those positions knowing they must comply with the residency requirement.

For the purpose of this policy, residency shall be the place the employee actually resides/lives and not the mailing or post office address.

Any employee who violates this residency policy shall be discharged from employment.

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.13.

Meeting Date: October 11, 2021

From: Al Minner, (City Manager)

Subject: Resolution of the City Commission of the City of Leesburg, Florida authorizing approval of the American Recovery Grant Funding Agreements; and providing an effective date.

Staff Recommendation:

Approve resolution.

Analysis:

At the September 27, 2021 Regular Meeting the Commission passed a Resolution approving American Recovery Grant projects. Because some of the projects provided funds to not-for-profit organizations, agreements with each organization is required to ensure that funds are spent in accordance with federal regulations. Attached for your review and approval are the Grant Funding Agreements to the following organizations:

Boys and Girls Club
Leesburg Partnersip
Leesburg Art Center
Leesburg Chamber of Commerce
Leesburg Community Development Corporation
West Leesburg Community Development Corporation

Procurement Analysis:

N/A

Options:

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

Fiscal Impact:

Submission Date and Time:

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA AUTHORIZING APPROVAL OF THE AMERICAN RECOVERY
GRANT FUNDING AGREEMENTS; AND PROVIDING AN EFFECTIVE DATE.**

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

THAT the City Commission hereby authorizes approval of the American Recovery Grant Funding agreements.

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 11th day of October 2021.

Mayor

ATTEST:

City Clerk

AMERICAN RESCUE PLAN
GRANT FUNDING AGREEMENT

THIS AGREEMENT is entered into between THE CITY OF LEESBURG, FLORIDA (the “City”), and BOYS & GIRLS CLUB OF CENTRAL FLORIDA (“Recipient”).

WHEREAS, the United States of America adopted H.R. 1319 referred to as the American Rescue Plan Act of 2021 (“ARP”), which provided for funding to state and local governments, including the City, which could in turn issue grants to eligible entities for authorized purposes, and

WHEREAS, Recipient has been awarded a grant by the City utilizing ARP funding, and is entering into this Agreement to affirm its eligibility for the grant and to bind itself to utilize the funding only for purposes permitted by ARP,

NOW THEREFORE, Recipient and the City, in consideration of the extension by the City to Recipient of the grant described more particularly below, agree as follows:

1. The City hereby awards the sum of \$300,000 to Recipient, from the City’s allocation of ARP funds.

2. The grant is awarded either for (check one) ☒ replacement of revenue lost by Recipient during the COVID-19 pandemic (“Revenue Replacement”), or ☐ to carry out projects which further the purposes set forth in the ARP (“Public Purposes”).

3. If this grant is awarded for Revenue Replacement, Recipient certifies, for the benefit and reliance of City, that Recipient suffered significant revenue losses during the pandemic, which were directly related to the effects of the pandemic on the economy, which losses equaled or exceeded the amount of the grant being awarded to Recipient.

4. If this grant is awarded for Public Purposes, Recipient agrees to utilize the funds only for public purposes, and on projects which must be submitted to and receive approval from the Leesburg City Commission prior to expenditure of the funds. Notwithstanding this approval requirement, it shall be the responsibility of Recipient to determine and assure that any project for which it utilizes funds from this grant complies fully with ARP and applicable regulations.

5. If this grant is for Public Purposes, Recipient shall maintain accurate books and records, in accordance with generally accepted accounting principles, documenting the receipt and expenditure of all grant funds, and those records shall be open to inspection by the City and shall constitute public records under Florida law. All such records must be maintained by Recipient for a period of not less than seven (7) years during which the City may audit those records at any time for compliance with ARP and this Agreement.

6. If this grant is for Revenue Replacement, Recipient shall, at any time within seven (7) years from the date it receives the grant funds, provide records sufficient to demonstrate that Recipient suffered a pandemic-related financial loss equal to or in excess of the amount of the grant. Such records, once produced to the City, will constitute public records under Florida law.

Recipient further agrees to utilize the funds in the conduct of its business operations, to replace revenue lost to the pandemic, and not for any other purposes.

7. Regardless of the purpose of this grant, Recipient covenants to follow strictly all requirements imposed by the ARP, and by any rules or regulations promulgated under the ARP, and to hold the City harmless and indemnify it against any losses due to any failure by Recipient to adhere to the requirements of the ARP, applicable regulations, or this Agreement.

8. If any certification, representation or statement of Recipient in this Agreement turns out to be false, misleading, or incomplete in such a way as to be false or misleading, or if Recipient breaches any term, condition or covenant of this Agreement, or if due to any act or omission of Recipient, City becomes obligated to return all or a portion of this grant to the Federal government, then Recipient shall reimburse the City in full for all grant funds used in violation of ARP or this Agreement, together with any costs and attorneys' fees the City incurs as a result.

9. In any litigation arising under this Agreement, the prevailing party shall be entitled to recover its reasonable court costs and attorneys' fees, whether at trial, on appeal, in any proceedings in bankruptcy or insolvency, and in any efforts to collect or enforce a judgment obtained. Venue for any case or controversy arising under this Agreement shall be in Lake County, Florida. This Agreement shall be governed by the laws of the State of Florida and the United States of America.

10. Any notice required by this Agreement shall be in writing and shall be either delivered in person, sent by Federal Express, UPS or other widely recognized overnight courier service, or mailed by United States Mail, certified with return receipt requested and all postage charges prepaid. Any notice sent by U.S. Mail in accordance with these standards to the proper address as set forth below shall be deemed to be effective on the second business day after the date of postmark; any notice personally delivered shall be effective upon delivery; and any notice sent by overnight courier shall be effective on the next business day after it is placed in the hands of the courier, properly addressed; and any time period shall begin running as of that date, whether or not the notice is actually received. Notices shall be given in the following manner, or in such other manner as may be directed by either party, in writing, from time to time:

11. This Agreement sets forth the entire understanding of the parties with regard to its subject matter. It 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 except to the extent specifically set forth herein. This Agreement may not be amended orally, by implication, by course of conduct, or in any other manner whatsoever than by way of a written instrument signed by both parties hereto or their lawful successors. This Agreement shall be binding on the parties hereto, as well as on their lawful successors and assigns. Each party represents for the benefit of the other that it has not entered into this Agreement in reliance on, or on the basis of, any promise, negotiation, representation, undertaking or agreement of the other party, oral or written, which is not specifically set forth within this Agreement.

12. Recipient understands and acknowledges that the City is extending grant funding to it in reliance on this Agreement and the representations and undertakings of Recipient in this

Agreement, and that such reliance on the part of the City is foreseeable and justifiable. Recipient states affirmatively that all factual representations made in this Agreement or made to the City to induce the City to extend grant funding to Recipient are true and correct.

IN WITNESS WHEREOF, the parties have entered into this Agreement.

THE CITY OF LEESBURG, FLORIDA

BY: _____
JOHN CHRISTIAN, Mayor

ATTEST: _____
ANDI PURVIS, City Clerk

DATE: _____, 2021

APPROVED AS TO FORM AND CONTENT:

CITY ATTORNEY

RECIPIENT:

Gary W. Cain

BY: Gary W. Cain
President & CEO
Type or print name and official title

DATE: September 29, 2021

AMERICAN RESCUE PLAN
GRANT FUNDING AGREEMENT

THIS AGREEMENT is entered into between THE CITY OF LEESBURG, FLORIDA (the "City"), and LEESBURG PARTNERSHIP, INC. ("Recipient").

WHEREAS, the United States of America adopted H.R. 1319 referred to as the American Rescue Plan Act of 2021 ("ARP"), which provided for funding to state and local governments, including the City, which could in turn issue grants to eligible entities for authorized purposes, and

WHEREAS, Recipient has been awarded a grant by the City utilizing ARP funding, and is entering into this Agreement to affirm its eligibility for the grant and to bind itself to utilize the funding only for purposes permitted by ARP,

NOW THEREFORE, Recipient and the City, in consideration of the extension by the City to Recipient of the grant described more particularly below, agree as follows:

1. The City hereby awards the sum of \$50,000 to Recipient, from the City's allocation of ARP funds.

2. The grant is awarded either for (check one) ☒ replacement of revenue lost by Recipient during the COVID-19 pandemic ("Revenue Replacement"), or ☐ to carry out projects which further the purposes set forth in the ARP ("Public Purposes").

3. If this grant is awarded for Revenue Replacement, Recipient certifies, for the benefit and reliance of City, that Recipient suffered significant revenue losses during the pandemic, which were directly related to the effects of the pandemic on the economy, which losses equaled or exceeded the amount of the grant being awarded to Recipient.

4. If this grant is awarded for Public Purposes, Recipient agrees to utilize the funds only for public purposes, and on projects which must be submitted to and receive approval from the Leesburg City Commission prior to expenditure of the funds. Notwithstanding this approval requirement, it shall be the responsibility of Recipient to determine and assure that any project for which it utilizes funds from this grant complies fully with ARP and applicable regulations.

5. If this grant is for Public Purposes, Recipient shall maintain accurate books and records, in accordance with generally accepted accounting principles, documenting the receipt and expenditure of all grant funds, and those records shall be open to inspection by the City and shall constitute public records under Florida law. All such records must be maintained by Recipient for a period of not less than seven (7) years during which the City may audit those records at any time for compliance with ARP and this Agreement.

6. If this grant is for Revenue Replacement, Recipient shall, at any time within seven (7) years from the date it receives the grant funds, provide records sufficient to demonstrate that Recipient suffered a pandemic-related financial loss equal to or in excess of the amount of the grant. Such records, once produced to the City, will constitute public records under Florida law.

Recipient further agrees to utilize the funds in the conduct of its business operations, to replace revenue lost to the pandemic, and not for any other purposes.

7. Regardless of the purpose of this grant, Recipient covenants to follow strictly all requirements imposed by the ARP, and by any rules or regulations promulgated under the ARP, and to hold the City harmless and indemnify it against any losses due to any failure by Recipient to adhere to the requirements of the ARP, applicable regulations, or this Agreement.

8. If any certification, representation or statement of Recipient in this Agreement turns out to be false, misleading, or incomplete in such a way as to be false or misleading, or if Recipient breaches any term, condition or covenant of this Agreement, or if due to any act or omission of Recipient, City becomes obligated to return all or a portion of this grant to the Federal government, then Recipient shall reimburse the City in full for all grant funds used in violation of ARP or this Agreement, together with any costs and attorneys' fees the City incurs as a result.

9. In any litigation arising under this Agreement, the prevailing party shall be entitled to recover its reasonable court costs and attorneys' fees, whether at trial, on appeal, in any proceedings in bankruptcy or insolvency, and in any efforts to collect or enforce a judgment obtained. Venue for any case or controversy arising under this Agreement shall be in Lake County, Florida. This Agreement shall be governed by the laws of the State of Florida and the United States of America.

10. Any notice required by this Agreement shall be in writing and shall be either delivered in person, sent by Federal Express, UPS or other widely recognized overnight courier service, or mailed by United States Mail, certified with return receipt requested and all postage charges prepaid. Any notice sent by U.S. Mail in accordance with these standards to the proper address as set forth below shall be deemed to be effective on the second business day after the date of postmark; any notice personally delivered shall be effective upon delivery; and any notice sent by overnight courier shall be effective on the next business day after it is placed in the hands of the courier, properly addressed; and any time period shall begin running as of that date, whether or not the notice is actually received. Notices shall be given in the following manner, or in such other manner as may be directed by either party, in writing, from time to time:

11. This Agreement sets forth the entire understanding of the parties with regard to its subject matter. It 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 except to the extent specifically set forth herein. This Agreement may not be amended orally, by implication, by course of conduct, or in any other manner whatsoever than by way of a written instrument signed by both parties hereto or their lawful successors. This Agreement shall be binding on the parties hereto, as well as on their lawful successors and assigns. Each party represents for the benefit of the other that it has not entered into this Agreement in reliance on, or on the basis of, any promise, negotiation, representation, undertaking or agreement of the other party, oral or written, which is not specifically set forth within this Agreement.

12. Recipient understands and acknowledges that the City is extending grant funding to it in reliance on this Agreement and the representations and undertakings of Recipient in this

Agreement, and that such reliance on the part of the City is foreseeable and justifiable. Recipient states affirmatively that all factual representations made in this Agreement or made to the City to induce the City to extend grant funding to Recipient are true and correct.

IN WITNESS WHEREOF, the parties have entered into this Agreement.

THE CITY OF LEESBURG, FLORIDA

BY: _____
JOHN CHRISTIAN, Mayor

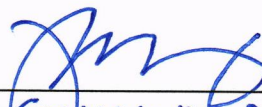
ATTEST: _____
ANDI PURVIS, City Clerk

DATE: _____, 2021

APPROVED AS TO FORM AND CONTENT:

CITY ATTORNEY

RECIPIENT:

BY: 

JOAN SMALLY - EXC. DIRECTOR
Type or print name and official title

DATE: 9/30, 2021

AMERICAN RESCUE PLAN
GRANT FUNDING AGREEMENT

THIS AGREEMENT is entered into between THE CITY OF LEESBURG, FLORIDA (the "City"), and LEESBURG ART FESTIVAL, INC. DBA LEESBURG CENTER FOR THE ARTS ("Recipient").

WHEREAS, the United States of America adopted H.R. 1319 referred to as the American Rescue Plan Act of 2021 ("ARP"), which provided for funding to state and local governments, including the City, which could in turn issue grants to eligible entities for authorized purposes, and

WHEREAS, Recipient has been awarded a grant by the City utilizing ARP funding, and is entering into this Agreement to affirm its eligibility for the grant and to bind itself to utilize the funding only for purposes permitted by ARP,

NOW THEREFORE, Recipient and the City, in consideration of the extension by the City to Recipient of the grant described more particularly below, agree as follows:

1. The City hereby awards the sum of \$50,000 to Recipient, from the City's allocation of ARP funds.

2. The grant is awarded either for (check one) ☒ replacement of revenue lost by Recipient during the COVID-19 pandemic ("Revenue Replacement"), or ☐ to carry out projects which further the purposes set forth in the ARP ("Public Purposes").

3. If this grant is awarded for Revenue Replacement, Recipient certifies, for the benefit and reliance of City, that Recipient suffered significant revenue losses during the pandemic, which were directly related to the effects of the pandemic on the economy, which losses equaled or exceeded the amount of the grant being awarded to Recipient.

4. If this grant is awarded for Public Purposes, Recipient agrees to utilize the funds only for public purposes, and on projects which must be submitted to and receive approval from the Leesburg City Commission prior to expenditure of the funds. Notwithstanding this approval requirement, it shall be the responsibility of Recipient to determine and assure that any project for which it utilizes funds from this grant complies fully with ARP and applicable regulations.

5. If this grant is for Public Purposes, Recipient shall maintain accurate books and records, in accordance with generally accepted accounting principles, documenting the receipt and expenditure of all grant funds, and those records shall be open to inspection by the City and shall constitute public records under Florida law. All such records must be maintained by Recipient for a period of not less than seven (7) years during which the City may audit those records at any time for compliance with ARP and this Agreement.

6. If this grant is for Revenue Replacement, Recipient shall, at any time within seven (7) years from the date it receives the grant funds, provide records sufficient to demonstrate that Recipient suffered a pandemic-related financial loss equal to or in excess of the amount of the grant. Such records, once produced to the City, will constitute public records under Florida law.

Recipient further agrees to utilize the funds in the conduct of its business operations, to replace revenue lost to the pandemic, and not for any other purposes.

7. Regardless of the purpose of this grant, Recipient covenants to follow strictly all requirements imposed by the ARP, and by any rules or regulations promulgated under the ARP, and to hold the City harmless and indemnify it against any losses due to any failure by Recipient to adhere to the requirements of the ARP, applicable regulations, or this Agreement.

8. If any certification, representation or statement of Recipient in this Agreement turns out to be false, misleading, or incomplete in such a way as to be false or misleading, or if Recipient breaches any term, condition or covenant of this Agreement, or if due to any act or omission of Recipient, City becomes obligated to return all or a portion of this grant to the Federal government, then Recipient shall reimburse the City in full for all grant funds used in violation of ARP or this Agreement, together with any costs and attorneys' fees the City incurs as a result.

9. In any litigation arising under this Agreement, the prevailing party shall be entitled to recover its reasonable court costs and attorneys' fees, whether at trial, on appeal, in any proceedings in bankruptcy or insolvency, and in any efforts to collect or enforce a judgment obtained. Venue for any case or controversy arising under this Agreement shall be in Lake County, Florida. This Agreement shall be governed by the laws of the State of Florida and the United States of America.

10. Any notice required by this Agreement shall be in writing and shall be either delivered in person, sent by Federal Express, UPS or other widely recognized overnight courier service, or mailed by United States Mail, certified with return receipt requested and all postage charges prepaid. Any notice sent by U.S. Mail in accordance with these standards to the proper address as set forth below shall be deemed to be effective on the second business day after the date of postmark; any notice personally delivered shall be effective upon delivery; and any notice sent by overnight courier shall be effective on the next business day after it is placed in the hands of the courier, properly addressed; and any time period shall begin running as of that date, whether or not the notice is actually received. Notices shall be given in the following manner, or in such other manner as may be directed by either party, in writing, from time to time:

11. This Agreement sets forth the entire understanding of the parties with regard to its subject matter. It 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 except to the extent specifically set forth herein. This Agreement may not be amended orally, by implication, by course of conduct, or in any other manner whatsoever than by way of a written instrument signed by both parties hereto or their lawful successors. This Agreement shall be binding on the parties hereto, as well as on their lawful successors and assigns. Each party represents for the benefit of the other that it has not entered into this Agreement in reliance on, or on the basis of, any promise, negotiation, representation, undertaking or agreement of the other party, oral or written, which is not specifically set forth within this Agreement.

12. Recipient understands and acknowledges that the City is extending grant funding to it in reliance on this Agreement and the representations and undertakings of Recipient in this

Agreement, and that such reliance on the part of the City is foreseeable and justifiable. Recipient states affirmatively that all factual representations made in this Agreement or made to the City to induce the City to extend grant funding to Recipient are true and correct.

IN WITNESS WHEREOF, the parties have entered into this Agreement.

THE CITY OF LEESBURG, FLORIDA

BY: _____
JOHN CHRISTIAN, Mayor

ATTEST: _____
ANDI PURVIS, City Clerk

DATE: _____, 2021

APPROVED AS TO FORM AND CONTENT:

CITY ATTORNEY

RECIPIENT:


BY: _____
Maria Stefanovic
Type or print name and official title

DATE: 9/30, 2021

AMERICAN RESCUE PLAN
GRANT FUNDING AGREEMENT

THIS AGREEMENT is entered into between THE CITY OF LEESBURG, FLORIDA (the "City"), and LEESBURG AREA CHAMBER OF COMMERCE ("Recipient").

WHEREAS, the United States of America adopted H.R. 1319 referred to as the American Rescue Plan Act of 2021 ("ARP"), which provided for funding to state and local governments, including the City, which could in turn issue grants to eligible entities for authorized purposes, and

WHEREAS, Recipient has been awarded a grant by the City utilizing ARP funding, and is entering into this Agreement to affirm its eligibility for the grant and to bind itself to utilize the funding only for purposes permitted by ARP,

NOW THEREFORE, Recipient and the City, in consideration of the extension by the City to Recipient of the grant described more particularly below, agree as follows:

1. The City hereby awards the sum of \$50,000 to Recipient, from the City's allocation of ARP funds.

2. The grant is awarded either for (check one) ☒ replacement of revenue lost by Recipient during the COVID-19 pandemic ("Revenue Replacement"), or ☐ to carry out projects which further the purposes set forth in the ARP ("Public Purposes").

3. If this grant is awarded for Revenue Replacement, Recipient certifies, for the benefit and reliance of City, that Recipient suffered significant revenue losses during the pandemic, which were directly related to the effects of the pandemic on the economy, which losses equaled or exceeded the amount of the grant being awarded to Recipient.

4. If this grant is awarded for Public Purposes, Recipient agrees to utilize the funds only for public purposes, and on projects which must be submitted to and receive approval from the Leesburg City Commission prior to expenditure of the funds. Notwithstanding this approval requirement, it shall be the responsibility of Recipient to determine and assure that any project for which it utilizes funds from this grant complies fully with ARP and applicable regulations.

5. If this grant is for Public Purposes, Recipient shall maintain accurate books and records, in accordance with generally accepted accounting principles, documenting the receipt and expenditure of all grant funds, and those records shall be open to inspection by the City and shall constitute public records under Florida law. All such records must be maintained by Recipient for a period of not less than seven (7) years during which the City may audit those records at any time for compliance with ARP and this Agreement.

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Recipient further agrees to utilize the funds in the conduct of its business operations, to replace revenue lost to the pandemic, and not for any other purposes.

7. Regardless of the purpose of this grant, Recipient covenants to follow strictly all requirements imposed by the ARP, and by any rules or regulations promulgated under the ARP, and to hold the City harmless and indemnify it against any losses due to any failure by Recipient to adhere to the requirements of the ARP, applicable regulations, or this Agreement.

8. If any certification, representation or statement of Recipient in this Agreement turns out to be false, misleading, or incomplete in such a way as to be false or misleading, or if Recipient breaches any term, condition or covenant of this Agreement, or if due to any act or omission of Recipient, City becomes obligated to return all or a portion of this grant to the Federal government, then Recipient shall reimburse the City in full for all grant funds used in violation of ARP or this Agreement, together with any costs and attorneys' fees the City incurs as a result.

9. In any litigation arising under this Agreement, the prevailing party shall be entitled to recover its reasonable court costs and attorneys' fees, whether at trial, on appeal, in any proceedings in bankruptcy or insolvency, and in any efforts to collect or enforce a judgment obtained. Venue for any case or controversy arising under this Agreement shall be in Lake County, Florida. This Agreement shall be governed by the laws of the State of Florida and the United States of America.

10. Any notice required by this Agreement shall be in writing and shall be either delivered in person, sent by Federal Express, UPS or other widely recognized overnight courier service, or mailed by United States Mail, certified with return receipt requested and all postage charges prepaid. Any notice sent by U.S. Mail in accordance with these standards to the proper address as set forth below shall be deemed to be effective on the second business day after the date of postmark; any notice personally delivered shall be effective upon delivery; and any notice sent by overnight courier shall be effective on the next business day after it is placed in the hands of the courier, properly addressed; and any time period shall begin running as of that date, whether or not the notice is actually received. Notices shall be given in the following manner, or in such other manner as may be directed by either party, in writing, from time to time:

11. This Agreement sets forth the entire understanding of the parties with regard to its subject matter. It 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 except to the extent specifically set forth herein. This Agreement may not be amended orally, by implication, by course of conduct, or in any other manner whatsoever than by way of a written instrument signed by both parties hereto or their lawful successors. This Agreement shall be binding on the parties hereto, as well as on their lawful successors and assigns. Each party represents for the benefit of the other that it has not entered into this Agreement in reliance on, or on the basis of, any promise, negotiation, representation, undertaking or agreement of the other party, oral or written, which is not specifically set forth within this Agreement.

12. Recipient understands and acknowledges that the City is extending grant funding to it in reliance on this Agreement and the representations and undertakings of Recipient in this

Agreement, and that such reliance on the part of the City is foreseeable and justifiable. Recipient states affirmatively that all factual representations made in this Agreement or made to the City to induce the City to extend grant funding to Recipient are true and correct.

IN WITNESS WHEREOF, the parties have entered into this Agreement.

THE CITY OF LEESBURG, FLORIDA

BY: _____
JOHN CHRISTIAN, Mayor

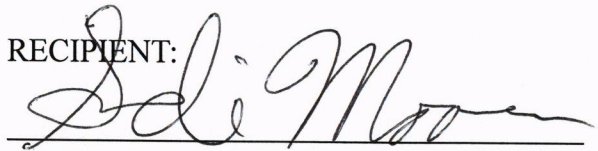
ATTEST: _____
ANDI PURVIS, City Clerk

DATE: _____, 2021

APPROVED AS TO FORM AND CONTENT:

CITY ATTORNEY

RECIPIENT:



BY: Sandi Moore
President CEO
Type or print name and official title

DATE: 9-30, 2021

AMERICAN RESCUE PLAN
GRANT FUNDING AGREEMENT

THIS AGREEMENT is entered into between THE CITY OF LEESBURG, FLORIDA (the "City"), and LEESBURG COMMUNITY DEVELOPMENT CORPORATION ("Recipient").

WHEREAS, the United States of America adopted H.R. 1319 referred to as the American Rescue Plan Act of 2021 ("ARP"), which provided for funding to state and local governments, including the City, which could in turn issue grants to eligible entities for authorized purposes, and

WHEREAS, Recipient has been awarded a grant by the City utilizing ARP funding, and is entering into this Agreement to affirm its eligibility for the grant and to bind itself to utilize the funding only for purposes permitted by ARP,

NOW THEREFORE, Recipient and the City, in consideration of the extension by the City to Recipient of the grant described more particularly below, agree as follows:

1. The City hereby awards the sum of \$750,000 to Recipient, from the City's allocation of ARP funds.
2. The grant is awarded either for (check one) ☐ replacement of revenue lost by Recipient during the COVID-19 pandemic ("Revenue Replacement"), or ☒ to carry out projects which further the purposes set forth in the ARP ("Public Purposes").
3. If this grant is awarded for Revenue Replacement, Recipient certifies, for the benefit and reliance of City, that Recipient suffered significant revenue losses during the pandemic, which were directly related to the effects of the pandemic on the economy, which losses equaled or exceeded the amount of the grant being awarded to Recipient.
4. If this grant is awarded for Public Purposes, Recipient agrees to utilize the funds only for public purposes, and on projects which must be submitted to and receive approval from the Leesburg City Commission prior to expenditure of the funds. Notwithstanding this approval requirement, it shall be the responsibility of Recipient to determine and assure that any project for which it utilizes funds from this grant complies fully with ARP and applicable regulations.
5. If this grant is for Public Purposes, Recipient shall maintain accurate books and records, in accordance with generally accepted accounting principles, documenting the receipt and expenditure of all grant funds, and those records shall be open to inspection by the City and shall constitute public records under Florida law. All such records must be maintained by Recipient for a period of not less than seven (7) years during which the City may audit those records at any time for compliance with ARP and this Agreement.
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grant. Such records, once produced to the City, will constitute public records under Florida law. Recipient further agrees to utilize the funds in the conduct of its business operations, to replace revenue lost to the pandemic, and not for any other purposes.

7. Regardless of the purpose of this grant, Recipient covenants to follow strictly all requirements imposed by the ARP, and by any rules or regulations promulgated under the ARP, and to hold the City harmless and indemnify it against any losses due to any failure by Recipient to adhere to the requirements of the ARP, applicable regulations, or this Agreement.

8. If any certification, representation or statement of Recipient in this Agreement turns out to be false, misleading, or incomplete in such a way as to be false or misleading, or if Recipient breaches any term, condition or covenant of this Agreement, or if due to any act or omission of Recipient, City becomes obligated to return all or a portion of this grant to the Federal government, then Recipient shall reimburse the City in full for all grant funds used in violation of ARP or this Agreement, together with any costs and attorneys' fees the City incurs as a result.

9. In any litigation arising under this Agreement, the prevailing party shall be entitled to recover its reasonable court costs and attorneys' fees, whether at trial, on appeal, in any proceedings in bankruptcy or insolvency, and in any efforts to collect or enforce a judgment obtained. Venue for any case or controversy arising under this Agreement shall be in Lake County, Florida. This Agreement shall be governed by the laws of the State of Florida and the United States of America.

10. Any notice required by this Agreement shall be in writing and shall be either delivered in person, sent by Federal Express, UPS or other widely recognized overnight courier service, or mailed by United States Mail, certified with return receipt requested and all postage charges prepaid. Any notice sent by U.S. Mail in accordance with these standards to the proper address as set forth below shall be deemed to be effective on the second business day after the date of postmark; any notice personally delivered shall be effective upon delivery; and any notice sent by overnight courier shall be effective on the next business day after it is placed in the hands of the courier, properly addressed; and any time period shall begin running as of that date, whether or not the notice is actually received. Notices shall be given in the following manner, or in such other manner as may be directed by either party, in writing, from time to time:

11. This Agreement sets forth the entire understanding of the parties with regard to its subject matter. It 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 except to the extent specifically set forth herein. This Agreement may not be amended orally, by implication, by course of conduct, or in any other manner whatsoever than by way of a written instrument signed by both parties hereto or their lawful successors. This Agreement shall be binding on the parties hereto, as well as on their lawful successors and assigns. Each party represents for the benefit of the other that it has not entered into this Agreement in reliance on, or on the basis of, any promise, negotiation, representation, undertaking or agreement of the other party, oral or written, which is not specifically set forth within this Agreement.

12. Recipient understands and acknowledges that the City is extending grant funding to it in reliance on this Agreement and the representations and undertakings of Recipient in this Agreement, and that such reliance on the part of the City is foreseeable and justifiable. Recipient states affirmatively that all factual representations made in this Agreement or made to the City to induce the City to extend grant funding to Recipient are true and correct.

IN WITNESS WHEREOF, the parties have entered into this Agreement.

THE CITY OF LEESBURG, FLORIDA

BY: _____
MIKE PEDERSON, Vice-Mayor

ATTEST: _____
ANDI PURVIS, City Clerk

DATE:: _____, 2021

APPROVED AS TO FORM AND CONTENT:

CITY ATTORNEY

RECIPIENT:

Community Development Corporation of Leesburg

BY: *John H. Christian*

JOHN H. CHRISTIAN - CHAIRMAN
Type or print name and official title

DATE:: *9/30*, 2021

AMERICAN RESCUE PLAN
GRANT FUNDING AGREEMENT

THIS AGREEMENT is entered into between THE CITY OF LEESBURG, FLORIDA (the "City"), and WEST LEESBURG COMMUNITY DEVELOPMENT CORPORATION ("Recipient").

WHEREAS, the United States of America adopted H.R. 1319 referred to as the American Rescue Plan Act of 2021 ("ARP"), which provided for funding to state and local governments, including the City, which could in turn issue grants to eligible entities for authorized purposes, and

WHEREAS, Recipient has been awarded a grant by the City utilizing ARP funding, and is entering into this Agreement to affirm its eligibility for the grant and to bind itself to utilize the funding only for purposes permitted by ARP,

NOW THEREFORE, Recipient and the City, in consideration of the extension by the City to Recipient of the grant described more particularly below, agree as follows:

1. The City hereby awards the sum of \$750,000 to Recipient, from the City's allocation of ARP funds.

2. The grant is awarded either for (check one) ☐ replacement of revenue lost by Recipient during the COVID-19 pandemic ("Revenue Replacement"), or ☒ to carry out projects which further the purposes set forth in the ARP ("Public Purposes").

3. If this grant is awarded for Revenue Replacement, Recipient certifies, for the benefit and reliance of City, that Recipient suffered significant revenue losses during the pandemic, which were directly related to the effects of the pandemic on the economy, which losses equaled or exceeded the amount of the grant being awarded to Recipient.

4. If this grant is awarded for Public Purposes, Recipient agrees to utilize the funds only for public purposes, and on projects which must be submitted to and receive approval from the Leesburg City Commission prior to expenditure of the funds. Notwithstanding this approval requirement, it shall be the responsibility of Recipient to determine and assure that any project for which it utilizes funds from this grant complies fully with ARP and applicable regulations.

5. If this grant is for Public Purposes, Recipient shall maintain accurate books and records, in accordance with generally accepted accounting principles, documenting the receipt and expenditure of all grant funds, and those records shall be open to inspection by the City and shall constitute public records under Florida law. All such records must be maintained by Recipient for a period of not less than seven (7) years during which the City may audit those records at any time for compliance with ARP and this Agreement.

6. If this grant is for Revenue Replacement, Recipient shall, at any time within seven (7) years from the date it receives the grant funds, provide records sufficient to demonstrate that Recipient suffered a pandemic-related financial loss equal to or in excess of the amount of the grant. Such records, once produced to the City, will constitute public records under Florida law.

Recipient further agrees to utilize the funds in the conduct of its business operations, to replace revenue lost to the pandemic, and not for any other purposes.

7. Regardless of the purpose of this grant, Recipient covenants to follow strictly all requirements imposed by the ARP, and by any rules or regulations promulgated under the ARP, and to hold the City harmless and indemnify it against any losses due to any failure by Recipient to adhere to the requirements of the ARP, applicable regulations, or this Agreement.

8. If any certification, representation or statement of Recipient in this Agreement turns out to be false, misleading, or incomplete in such a way as to be false or misleading, or if Recipient breaches any term, condition or covenant of this Agreement, or if due to any act or omission of Recipient, City becomes obligated to return all or a portion of this grant to the Federal government, then Recipient shall reimburse the City in full for all grant funds used in violation of ARP or this Agreement, together with any costs and attorneys' fees the City incurs as a result.

9. In any litigation arising under this Agreement, the prevailing party shall be entitled to recover its reasonable court costs and attorneys' fees, whether at trial, on appeal, in any proceedings in bankruptcy or insolvency, and in any efforts to collect or enforce a judgment obtained. Venue for any case or controversy arising under this Agreement shall be in Lake County, Florida. This Agreement shall be governed by the laws of the State of Florida and the United States of America.

10. Any notice required by this Agreement shall be in writing and shall be either delivered in person, sent by Federal Express, UPS or other widely recognized overnight courier service, or mailed by United States Mail, certified with return receipt requested and all postage charges prepaid. Any notice sent by U.S. Mail in accordance with these standards to the proper address as set forth below shall be deemed to be effective on the second business day after the date of postmark; any notice personally delivered shall be effective upon delivery; and any notice sent by overnight courier shall be effective on the next business day after it is placed in the hands of the courier, properly addressed; and any time period shall begin running as of that date, whether or not the notice is actually received. Notices shall be given in the following manner, or in such other manner as may be directed by either party, in writing, from time to time:

11. This Agreement sets forth the entire understanding of the parties with regard to its subject matter. It 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 except to the extent specifically set forth herein. This Agreement may not be amended orally, by implication, by course of conduct, or in any other manner whatsoever than by way of a written instrument signed by both parties hereto or their lawful successors. This Agreement shall be binding on the parties hereto, as well as on their lawful successors and assigns. Each party represents for the benefit of the other that it has not entered into this Agreement in reliance on, or on the basis of, any promise, negotiation, representation, undertaking or agreement of the other party, oral or written, which is not specifically set forth within this Agreement.

12. Recipient understands and acknowledges that the City is extending grant funding to it in reliance on this Agreement and the representations and undertakings of Recipient in this

Agreement, and that such reliance on the part of the City is foreseeable and justifiable. Recipient states affirmatively that all factual representations made in this Agreement or made to the City to induce the City to extend grant funding to Recipient are true and correct.

IN WITNESS WHEREOF, the parties have entered into this Agreement.

THE CITY OF LEESBURG, FLORIDA

BY: _____
JOHN CHRISTIAN, Mayor

ATTEST: _____
ANDI PURVIS, City Clerk

DATE: _____, 2021

APPROVED AS TO FORM AND CONTENT:

CITY ATTORNEY

RECIPIENT:



BY: MAX PARKER, JR.
PRESIDENT (WLCDC)
Type or print name and official title

DATE: 10/01, 2021

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.B.1.

Meeting Date: October 11, 2021

From: Dan Miller, (Planning and Zoning Manager)

Subject: An Ordinance of the City of Leesburg, Florida, annexing certain real property consisting of approximately 18.5 +/- acres; and being generally located south of U.S. Highway 441 and east of Sunnyside Drive, lying in Section 33, Township 19 South, Range 25 East, Lake County, Florida; providing that said property so annexed shall be liable for its proportionate share of the existing and future indebtedness of said city; providing that such annexed property shall be subject to all laws and ordinances of said city as if all such territory had been a part of the City of Leesburg at the time of passage and approval of said laws and ordinances; providing that such annexed territory shall be placed in City Commission District 1; and providing an effective date. (Sunnyside Subdivision AX)

Staff Recommendation:

Staff recommends approval of the attached annexation of 18.5+/- acres for the proposed Sunnyside Landing Project.

Analysis:

The applicant has submitted a request for annexation of approximately 18.5 acres generally located south of U.S. Highway 441 and east of Sunnyside Drive, as shown on the attached General Location Map. The current zoning is Lake County (Lake County R-1 (Rural Residential District) the proposed zoning is City PUD (Planned Unit Development).

The proposal for the property is a single family subdivision. The property is surrounded by Lake County R-1 (Rural Residential District) , R-3 (Medium Residential District) and City of Leesburg PUD (Planned Unit Development). Under the conditions of the PUD (Planned Unit Development) zoning case which is also on this agenda, no negative impacts are anticipated to adjacent properties.

The surrounding Future Land Use categories are Lake County Rural, Rural Transition, and City of Leesburg Estate. Also, on this City Commission agenda, is a Small-Scale Comprehensive Plan Amendment, and a PUD (Planned Unit Development) zoning application.

Procurement Analysis:

N/A

Options:

1. Approve the requested annexation. This would give the City jurisdiction over the use and future development of the subject site and provide for the application of City standards to this property; or
2. Disapprove the proposed annexation and allow the property to remain in the County; or
3. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

A positive fiscal impact will result from the annexation of this property due to increased ad valorem tax revenue added to the General Fund.

Submission Date and Time:

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, ANNEXING CERTAIN REAL PROPERTY CONSISTING OF APPROXIMATELY 18.5 +/- ACRES; AND BEING GENERALLY LOCATED SOUTH OF U.S. HIGHWAY 441 AND EAST OF SUNNYSIDE DRIVE, LYING IN SECTION 33, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; PROVIDING THAT SAID PROPERTY SO ANNEXED SHALL BE LIABLE FOR ITS PROPORTIONATE SHARE OF THE EXISTING AND FUTURE INDEBTEDNESS OF SAID CITY; PROVIDING THAT SUCH ANNEXED PROPERTY SHALL BE SUBJECT TO ALL LAWS AND ORDINANCES OF SAID CITY AS IF ALL SUCH TERRITORY HAD BEEN A PART OF THE CITY OF LEESBURG AT THE TIME OF PASSAGE AND APPROVAL OF SAID LAWS AND ORDINANCES; PROVIDING THAT SUCH ANNEXED TERRITORY SHALL BE PLACED IN CITY COMMISSION DISTRICT 1; AND PROVIDING AN EFFECTIVE DATE. (SUNNYSIDE SUBDIVISION AX)

WHEREAS, the City Commission has received written objections, recommendations, and comments from the City of Leesburg Planning Commission, acting as the Local Planning Agenda, regarding amendment of the Comprehensive Plan of the City of Leesburg, and has made recommendations to the City Commission for amendment of the Plan; and

WHEREAS, the City Commission of the City of Leesburg has held public hearings on the proposed amendment to the plan, in light of written comments, proposals and objections from the general public;

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

Section 1

Based upon the petition of Sunnyside Lake Land Holding, LLC, (Greg Beliveau, Land Planing Group, Mt. Dora - Agent) for the property hereinafter described, shall be annexed into the city limits of the City of Leesburg, Florida, which petition has heretofore been approved by the City Commission of the City of Leesburg, Florida, pursuant to the provisions of the Laws of Florida, the hereinafter described property is hereby annexed and made a part of the city limits of the City of Leesburg, Florida. The subject property lying and situated in Lake County, Florida, is more particularly described as:

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

Section 2.

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

territory as if all such annexed territory had been a part of the City of Leesburg, Florida, at the time of the passage and approval of said laws and ordinances. The property annexed hereby is assigned to City Commission District 1.;

Section 3.

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

Section 4.

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

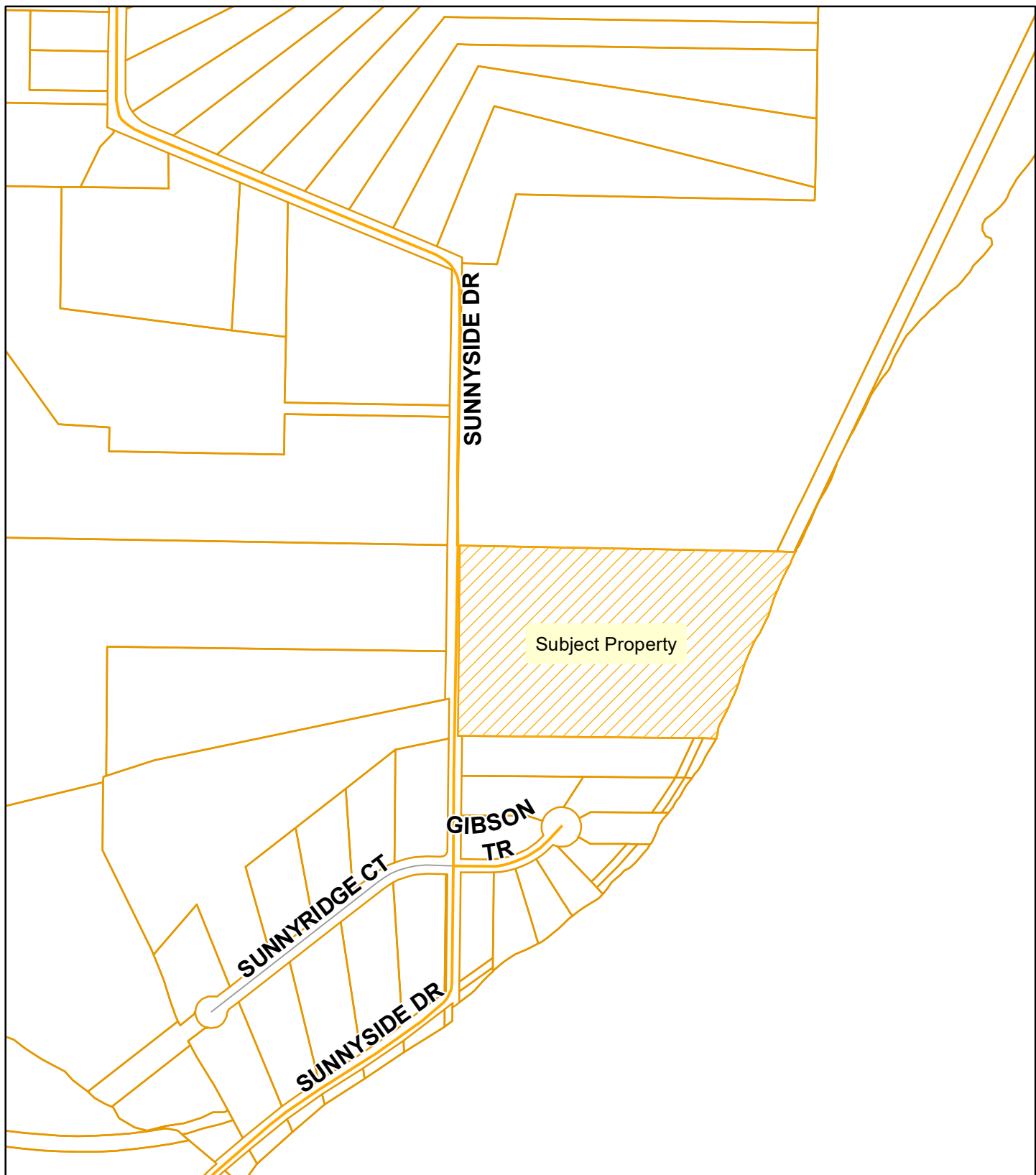
PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the _____ day of _____ 2021.

Mayor

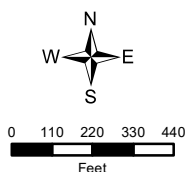
ATTEST:

City Clerk

Locator



**Planning
& Zoning
Division**

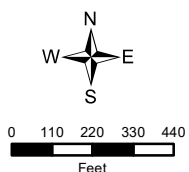


ANNX-21-76 - Sunnyside Landing
AK #: 1704006
Section 33, Township 19, Range 25
April 30, 2021

Aerial



**Planning
& Zoning
Division**

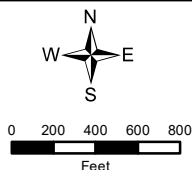


ANNX-21-76 - Sunnyside Landing
AK #: 1704006
Section 33, Township 19, Range 25
April 30, 2021

Commission District



**Planning
& Zoning
Division**



PUD-21-78 - Sunnyside Landing
 AK #s: 1207100, 1207118, 1207185, 1207789, 1207819, 1704006
 Sections 29, 32 & 33, Township 19, Range 25
 April 30, 2021

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.B.2.

Meeting Date: October 11, 2021

From: Dan Miller, (Planning and Zoning Manager)

Subject: An Ordinance amending the Future Land Use Map of the Comprehensive Plan of the City of Leesburg, changing the Future Land Use Map Designation of certain property containing 18.5 +/- acres from Lake County Rural to City of Leesburg Estate, for a property generally located south of U.S. Highway 441 and east of Sunnyside Drive as legally described in Section 33, Township 19 South, Range 25 East, Lake County, Florida; and providing an effective date. (Sunnyside Landing)

Staff Recommendation:

The Planning & Zoning Staff recommended approval, and the Planning Commission recommends denial of the proposed small-scale comp plan amendment of the City's Future Land Use Map from Lake County Rural to City of Leesburg Estate.

Analysis:

The project site is approximately 18.5 acres. The property is generally located south of U.S. Highway 441 and east of Sunnyside Drive. Currently, the property has a single-family residence on it. The proposed use is for a single-family residential subdivision. The surrounding Future Land Use Map designation of Lake County Rural Transition, Lake County Rural, and City of Leesburg Estate Residential is compatible, as conditioned in the PUD zoning, with the proposed future land use designation of City Estate Residential. The proposed zoning designation of City PUD (Planned Unit Development) will provide for development that is consistent with the City's adopted Growth Management Plan and would allow an appropriate use for the property.

The Planning Commission held a public hearing on the application on August 21, 2021 and recommended denial by a vote of 7-0.

Procurement Analysis:

N/A

Options:

1. Approve the requested small-scale comprehensive plan amendment from Lake County Rural to City of Leesburg Estate; or

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

Fiscal Impact:

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

Submission Date and Time:

ORDINANCE NO. _____

AN ORDINANCE 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 18.5 +/- ACRES FROM LAKE COUNTY RURAL TO CITY OF LEESBURG ESTATE, FOR A PROPERTY GENERALLY LOCATED SOUTH OF U.S. HIGHWAY 441 AND EAST OF SUNNYSIDE DRIVE AS LEGALLY DESCRIBED IN SECTION 33, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (SUNNYSIDE LANDING)

WHEREAS, the City Commission has received written objections, recommendations, and comments from the City of Leesburg Planning Commission, acting as the Local Planning Agenda, regarding amendment of the Comprehensive Plan of the City of Leesburg, and has made recommendations to the City Commission for amendment of the Plan; and

WHEREAS, the City Commission of the City of Leesburg has held public hearings on the proposed amendment to the plan, in light of written comments, proposals and objections from the general public;

NOW, THEREFORE,

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

Section 1.

The Growth Management Plan of the City of Leesburg, adopted by the City of Leesburg on December 10, 2012, pursuant to the Community Planning Act of 2011, Chapter 163, Part II, Florida Statutes, after public hearings by the City of Leesburg Planning Commission, is hereby amended in the following manner;

The Future Land Use Map is amended by changing the designation of approximately 18.5 acres of land generally located south of U.S. Highway 441 and east of Sunnyside Drive from Lake County Rural to City of Leesburg Estate, as shown on the revised map of said area, lying in Section 33, Township 19 South, Range 25 East, Lake County Florida;

Section 2.

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

Section 3.

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

Section 4.

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

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular

meeting held on the _____ day of _____ 2021.

THE CITY OF LEESBURG, FLORIDA

Mayor

ATTEST:

City Clerk



CITY OF LEESBURG PLANNING & ZONING DIVISION RECOMMENDATIONS

OWNER: Sunnyside Lake Land Holding, LLC, Eric Coe
PROJECT: Sunnyside Landing
REQUEST: Future Land Use of Estate Residential
CASE NO.: SSCP-21-77
MEETING DATE: August 19, 2021

THE PLANNING & ZONING DIVISION RECOMMENDS:

APPROVAL of the request **for the following reason(s):**

1. This project meets the requirements of Chapter 163.3184 Florida Statutes, for Large Scale Comprehensive Plan Amendments.
2. The proposed request, as conditioned in City of Leesburg case number PUD 21-78, is compatible with the adjacent future land use designations of Lake County Rural, Lake County Rural Transition, and City of Leesburg Estate Residential.
3. The proposed request as conditioned in City of Leesburg Case number PUD 21-78, is compatible with the current surrounding zoning districts of Lake County R-1 (Rural Residential), Lake County R-3 (Medium Density Residential), and City of Leesburg PUD (Planned Unit Development).
4. The proposed future land use designation for the site is consistent with the City's Growth Management Plan, Future Land Use Element, Goal I, Objective 1.6.

Action Requested:

1. Vote to approve the Large-Scale Comprehensive Plan designation from Lake County Rural to City of Leesburg Estate Residential and forward the recommendation to the City Commission for consideration.



DRAFT SUMMARY MINUTES OF THE REGULAR MEETING
OF THE PLANNING COMMISSION
VENETIAN CENTER
THURSDAY, AUGUST 19TH, 2021 - 4:30 P.M.

The Planning Commission of the City of Leesburg held its regular meeting Thursday, August 19th, 2021, at Venetian Center.

Chairman Ted Bowersox called the meeting to order at 4:30p.m.

The following Commission members were present:

Ted Bowersox – Chairman
Tim Sennett – Vice-Chair
John O’Kelley
Frazier Marshall
Michael Fitzpatrick
Nathaniel Sanders
Alfred Haliday
Ze’ Shieca Carter

The following Commission members were absent:

Chris Wood
Ze’Shieca Carter

City staff in attendance included Dan Miller, Planning & Zoning Manager, Sabrina Mitchell, Administrative Assistant II, Dianne Pacewicz, Planner, Careylee Simonds, Planner, Christine Rock, Senior Planner, Kandi Harper, Senior Planner and City Attorney Fred Morrison was also present.

The meeting opened with an invocation given by Chairman Bowersox, followed by the Pledge of Allegiance to the Flag.

Dan Miller informed the audience of the rules of participation and the need to sign the speaker’s registry. He also informed Commissioners and the audience that the City Commission meeting dates are tentatively scheduled.

Sabrina Mitchell swore in staff as well as anyone in the audience wishing to speak.

Chairman Bowersox called for the first case under old business be brought forward.

OLD BUSINESS

1) **PUBLIC HEARING CASE # SSCP-21-77 – SUNNYSIDE LAKE LAND HOLDING, LLC – SMALL SCALE COMPREHENSIVE PLAN AMENDMENT**

AN ORDINANCE AMENDING THE COMPREHENSIVE PLAN OF THE CITY OF LEESBURG, CHANGING THE FUTURE LAND USE DESIGNATION OF CERTAIN PROPERTY CONTAINING APPROXIMATELY 18.5 +/- ACRES, FROM LAKE COUNTY RURAL TO CITY OF LEESBURG ESTATE RESIDENTIAL FOR A PROPERTY GENERALLY LOCATED SOUTH OF U. S. HIGHWAY 441 AND EAST OF SUNNYSIDE DRIVE, AS LEGALLY DESCRIBED IN SECTION 33, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. **(CITY COMMISSION DATES ARE TENTATIVELY SCHEDULED FOR FIRST READING ON MONDAY, OCTOBER 11, 2021 AND SECOND READING ON MONDAY, OCTOBER 25, 2021)** (Sunnyside Landing)

Dan Miller asked permission from Chairman Bowersox to take these two cases together for discussion purposes; as they are related, and for clarity in the presentation; he requests to have separate votes afterward.

Dan Miller introduced case number #SSCP-21-77 – Sunnyside Lake Land Holding, LLC – Small Scale Comprehensive Plan Amendment and case number #PUD-21-78 Planned Unit Development 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 gave a background and explanation of the subject property, location, current zoning, requests, and went over PUD (Planned Unit Development).

Kandi Harper utilized a power point presentation to demonstrate the area of the proposed site for both cases.

Department Review Summary: This case was sent out to all the different departments for review, no substantive comments or objections received from the departments. Public responses – Lake County Schools indicated that proportionate share mitigation may be required, Lake County Public Works indicated access on Sunnyside will need to be toward the southern side of the projects, plus a requirement for sight distance analysis and Florida Greenbook (FDOT standards book), Sunnyside Drive will be widened of the entire frontage of the project, a sidewalk/trail will be required along Sunnyside Drive frontage, additional ROW along Sunnyside Drive may be required, internal pedestrian and bicycle connectivity will be required, and updated Traffic Impact Analysis

may be required with the future development plan submittals if the PUD is approved, drainage and flood study will be required. For these cases staff did receive significant public response.

Mr. Miller read the Staff Recommendations into the record; Staff recommended approval for the following reasons:

1. This project meets the requirements of Chapter 163.3184 Florida Statutes, for Small Scale Comprehensive Plan Amendments.
2. The proposed request for a Future Land Use of Estate Residential is compatible with the adjacent future land use designations of Lake County Rural Transition, Lake County Rural, and City of Leesburg Estate Residential.
3. The proposed request for a PUD (Planned Unit Development) zoning is compatible with the current surrounding zoning districts of Lake County R-1 (Rural Residential), Lake County R-3 (Medium Density Residential), and City of Leesburg PUD (Planned Unit Development).
4. The proposed future land use designation for the site is consistent with the City's Growth Management Plan, Future Land Use Element, Goal I, Objective 1.6.

Action Requested:

1. Vote to approve the Small Scale Comprehensive Plan designation from Lake County Rural Residential to City of Leesburg Estate Residential and forward the recommendation to the City Commission for consideration.

Commissioners, and Mr. Miller discussed these zonings; how many units allowed per acre; Dan Miller replied total gross density of 1.17; entire property, City of Leesburg always used gross density on all development to keep it simple and consistent; group them together; wetlands, Dan Miller replied that's correct, computed density; excluding the wetlands; part of total acreage, Dan Miller replied not that I am aware of the City goes by gross density, recommendations from the committee; no commitment from the City Commission; subject to their review at that point in time, Dan Miller replied you can put any size lot in a PUD; no bearing; irrelevant, number of lots based on square footage, total number of lots; no breakdown in packet, roughly 50' lots each, site plan; review of buffers; green area, distance; along the road, exposure to street; larger lots, Sunnyside Drive; 12 lots, rear; abuts ROW, type of buffer, developer; if approved; put fence up, communication; County road improvements, distance; going back to north; road improvement, road; narrow, issue, will activity encourage; road improvements, square footage; house, considered wall; along Sunnyside, problem with that many homes, size of lots; homes, thanks applicant for enlarging lot size; east side; waterfront lots, to create estate homes on Lake Terrace; not a good fit for area, point of order for Council; item number (1) 21-77, can these be separated out, approve; asking for, likes lakefront plans; with four lots; instead of 16.

City Attorney Fred Morrison replied there's really no basis to do that because it's a unified application.

Chairman Bowersox stated if the Commission have any other questions.

Greg Beliveau of the LPG Planning Group in Mt. Dora gave a detailed presentation on the subject property, and stated he computed the density with the wetlands taken out; property; two tracts; apparent tract; west side of Sunnyside, annexation; 18 acres on east side, total of 139 acres, PUD; 18 lots, on 18 acres; lake, revised; four lots on 18 acres; consistent with current rural land designations; kept to four units; 1 to 5, consistent; Lakefront development, apparent; tract, density; 1.7, gross; net 1.6, 97.1 acres; upland; still under 2, PUD; required open space; 30%; giving 52.9% open space; include upland; 32 acres; upland open space, compact development, different lot sized, large lots; on lake, spreading out, project; in fill tract, subdivisions; exists, density; consistent, 1 unit per acre, to 2 units per acre, coordinate with Lake County; roads; system abuts property; Lake County; repaved a portion of Sunnyside, coordinated with Lake County curb; buffer, take additional ROW; will work with the County, will wait for discussion from our opposition, and will be glad to wait for an opportunity to rebuttal and will answer any other questions.

Chairman Bowersox stated all people here to speak on this case please stand up and be sworn in.

Citizens' comments and concerns were based on: clarification on which case# PUD-19-222 or PUD-21-78, annexation clarification; 18.5 acres, Dan Miller replied the correct case# is PUD-21-78; it was just showing the previous case numbers, and also stated annexations are heard at the City Commission; Murray Tucker representing the Sunnyside Property Owners Association; packet handed out to the Commission; concerned citizens; expressing concern about the growth; Sunnyside task force; from all angles; made recommendations; density, County GIS map, subject property; outlined in red; 50% lies; in the low, 1 to 1; other half; 1 to 3, greatly exceeds; City plans, adopted by Ordinance; from the City of Leesburg, 97.1 buildable acres; not correct, substantial; wetlands, clustered development; surrounded by modern developments, 5 acre lots; substantially large; houses, south Sunny Ridge Court; all lots 1.55 over 2 acres; multiple houses; over 4000 square foot houses; deed restrictions, north; 5 acre lots; wetlands; deducted, well over 2 acres lots; deed restrictions; 3800 square foot houses, half; wetlands, City denied; 139 units, small lots, houses within 15' of one another, so inconsistent, asking for denial; does not fit within modern surrounding areas, very charming, nice, rural, this project; ugly, ruins it, roads; not good, we don't want it, City; lose magnificent piece of property, very crowded, need housing; if everything in Sunnyside; 5 acres lots; nobody would be here, wetland; concerns, infrastructure; not laid out, to allow additional homes.

Zach Broom with Bone and Troth in Eustis obtained by Mr. Murray Tucker stated his comments are focusing on Code, PUD application, and the history of the project; current zoning; estate residential and PUD, original PUD application; done back in 2005, City; doesn't use; net density, back then City approved 120 units; PUD, gross density couldn't exceed 1 unit per acre, with a net density not to exceed 1.7 per residential units; City; previous analyzed; net density, City of Leesburg own code Section 25-280; read into the record, PUD application; lot sizes; read into the record, density allowable by Code; RE-1; don't meet; current zoning, residential estate; don't match; not

consistent; underlying zoning; PUD application, modified application; similar application; denied last year, never reached PUD portion, City Council; denied the Comprehensive Plan Amendment; premature, density not consistent for significant portion of the property.

Greg Beliveau addressed comments from Commission and stated we do have the total number of lots split up, only placed 50' located; interior pod; open space, (47) 50' wide lots; maybe 50, all the ones along the frontage along Sunnyside; 80', along north area/interior loop; 70, along property boundaries; 80', roughly 50' lots each+/_ rebuttal; wetlands account for 30%; site, previous PUD; density; current net; 1.68; still within perimeters; old guidelines; not violated, look at criteria; within perimeter, exceeded open space requirements, clustered everything; internally, put largest lots; along perimeters; drove by property; see buffer/second largest lot, explained the green area of the site plan, distance; 1000', distance around the road; approximately 70', all oak trees, exposure to street; large lots; buffers along the road, orange grove; one lot, 25' landscape buffer; along Sunnyside Drive, fence; not required, maybe fence; noise,, have to improve roads; entry feature, owner already donated ROW; frontage, future improvements, developer; not required to improve road; distance going back to north, County hasn't expressed any details; road improvements, outlined in PUD; different lot sizes/dimensions, market; housing requirements/needs; several markets, housing addressed in medical fields, doctors, employers; fighting to keep employees, can't find place to live, not singular market, across the board, need housing in this county, wall considered; haven't discounted any options.

Chairman Bowersox closes the discussion from the Public and then asked if the Commission have any further discussion.

Chairman Bowersox entertained a motion, and then the voting took place.

Commissioner Marshall made a MOTION for DENIAL of case # SSCP-21-77 – SUNNYSIDE LAKE LAND HOLDING, LLC – SMALL SCALE COMPREHENSIVE PLAN AMENDMENT Vice-Chairman Sennett SECONDED the MOTION which CARRIED UNANIMOUSLY by a vote of 7-0.

Chairman Bowersox called for the second case under old business be brought forward.

2) PUBLIC HEARING CASE # PUD-21-78 – SUNNYSIDE LAKE LAND HOLDING, LLC – PLANNED UNIT DEVELOPMENT REZONING

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, REZONING APPROXIMATELY 139 +/- ACRES FROM LAKE COUNTY R-1 (RURAL RESIDENTIAL) AND CITY OF LEESBURG PUD (PLANNED UNIT DEVELOPMENT) TO CITY OF LEESBURG PUD (PLANNED UNIT DEVELOPMENT), TO ALLOW FOR RESIDENTIAL DEVELOPMENT FOR A PROPERTY GENERALLY LOCATED SOUTH OF U. S. HIGHWAY 441 AND EAST AND WEST OF SUNNYSIDE DRIVE AS LEGALLY DESCRIBED IN SECTIONS 29, 32, AND 33, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN

EFFECTIVE DATE. (CITY COMMISSION DATES ARE TENTATIVELY SCHEDULED FOR FIRST READING ON MONDAY, OCTOBER 11, 2021 AND SECOND READING ON MONDAY, OCTOBER 25, 2021)
(Sunnyside Landing)

Mr. Miller read the Staff Recommendations into the record; Staff recommended approval for the following reasons:

1. The proposed request for a PUD (Planned Unit Development) zoning is compatible with the current surrounding zoning districts of Lake County R-1 (Rural Residential), Lake County R-3 (Medium Density Residential), and City of Leesburg PUD (Planned Unit Development).
2. The proposed request for a Future Land Use of Estate Residential is compatible with the adjacent future land use designations of Lake County Rural Transition, Lake County Rural, and City of Leesburg Estate Residential.
3. The proposed zoning designation for the site is consistent with the City's Growth Management Plan, Future Land Use Element, Goal I, Objective 1.6.

Action Requested:

1. Vote to approve the proposed rezoning from Lake County R-1 (Rural Residential) and City of Leesburg PUD (Planned Unit Development) to City of Leesburg PUD (Planned Unit Development) and forward the recommendation to the City Commission for consideration.

Chairman Bowersox entertained a motion, and then the voting took place.

Commissioner Haliday made a MOTION for DENIAL of case # PUD-21-78 – SUNNYSIDE LAKE LAND HOLDING, LLC – PLANNED UNIT DEVELOPMENT REZONING Vice-Chairman Sennett SECONDED the MOTION which CARRIED UNANIMOUSLY by a vote of -0.

NEW BUSINESS

Chairman Bowersox called for the first case under new business be brought forward.

DISCUSSION

None

ANNOUNCEMENTS

None

ADJOURNMENT

Approximately 5:40 p.m.

Ted W. Bowersox, Chairman

Sabrina Mitchell, Administrative Assistant II

DRAFT

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

DATE: August 19, 2021
OWNER: Sunnyside Lake Land Holding, LLC, Eric coe
PETITIONER: Greg Beliveau, AICP, LPG Urban & Regional Planners, Inc.
PROJECT: Sunnyside Landing
REQUEST: Small Scale Comprehensive Plan Amendment
CASE NO.: SSCP-21-77

GENERAL LOCATION: South of U. S. Highway 441 and east of Sunnyside Drive.

FUTURE LAND USE DESIGNATION: Lake County Rural

SURROUNDING FUTURE LAND USE DESIGNATION:

North – Lake County Rural Transition
South – Lake County Rural
East – Lake
West – City of Leesburg Estate Residential and Lake County Rural

PROPOSED FUTURE LAND USE DESIGNATION: Estate Residential

EXISTING ZONING DESIGNATION: Lake County R-1 (Rural Residential)

SURROUNDING ZONING DESIGNATIONS:

North – Lake County R-1 (Rural Residential)
South – Lake County R-3 (Medium Residential)
East – Lake
West – Lake County R-1 (Rural Residential) and City of Leesburg PUD (Planned Unit Development)

PROPOSED ZONING DESIGNATION: PUD (Planned Unit Development)

EXISTING LAND USE: Single family residence

SURROUNDING EXISTING LAND USE:

North – Church Camp/Retreat Center
South – Single Family Lakefront, Single Family
East – Lake
West – Timber, Vacant Residential, and Single Family

PROPOSED LAND USE: Single family residential subdivision

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

DATE: August 19, 2021
OWNER: Sunnyside Lake Land Holding, LLC, Eric Coe
PETITIONER: Greg Beliveau, AICP, LPG Urban & Regional Planners, Inc.
PROJECT: Sunnyside Landing
REQUEST: Small Scale Comprehensive Plan Amendment
CASE NO.: SSCP-21-77

THE FOLLOWING COMMENTS RECEIVED FROM EACH DEPARTMENT:

POLICE

No comments received as of 5/21/21

FIRE

No comment from Fire Department. Amanda Stevenson 5/11/21

ELECTRIC

Electric has no objections. The developer may have to pay for upgrades to the existing overhead primary to feed the development. Steve Davis 5/10/21

GAS

No comments received as of 5/21/21

GIS

GIS has no comments. Tammy Magamoll 5/10/21

BUILDING

No comments received as of 5/21/21

PUBLIC WORKS

Public Works has no issues with this request. Clifford Kelsey 5/10/21

ADDRESSING

No comments received as of 5/21/21

ECONOMIC DEVELOPMENT

No comments received as of 5/21/21

LAKE COUNTY PUBLIC WORKS

No comments received as of 5/21/21

LAKE COUNTY SCHOOLS

Please find the school district comment memos for the LSCPA and the Rezoning for Sunnyside Landing.
Thanks, Helen LaValley 5/13/21

PUBLIC RESPONSES

Approval

no approvals

Disapproval

2 disapprovals 2 with comments

No comment

Notice of Appearance filed:

PUBLIC COMMENTS (APPROVAL WITH REQUESTS)

PUBLIC COMMENTS (DISAPPROVAL)

H. Pratt Carter M.D. – The plan contains too many houses or units per acre. The roads now cannot service the traffic at present. The infrastructure is not present for more development. In addition, the high number of units planned will increase the crime rate. Please note the increased at the end of Sleepy Hollow Road. We are totally against this project.

Brenda M. Carter – See note by Dr. Carter.



201 West Burleigh Boulevard • Tavares • FL 32778-2496
(352) 253-6500 • Fax: (352) 253-6503 • www.lake.k12.fl.us

Superintendent:
Diane S. Kornegay, M.Ed.

School Board Members:
District 1
Bill Mathias
District 2
Kristi Burns, Ph.D.
District 3
Marc Dodd
District 4
Mollie Cunningham
District 5
Stephanie Luke

MEMORANDUM

DATE: May 13, 2021
TO: Kandi Harper, Senior Planner
City of Leesburg
FROM: Helen LaValley, Planner
Lake County School District
SUBJECT: Sunnyside Landing LSCPA (21-77) – School District Comment

The comprehensive plan amendment for the parcel identified by AK#1704006 results in the addition of acreage to the Sunnyside Landing residential project. The added acreage to the Sunnyside Landing Planned Unit Development will result in an increase of density and therefore be subject to school concurrency review. Please be advised that proportionate share mitigation may be required at time of review.

If you have questions or require additional information, please do not hesitate to contact me.

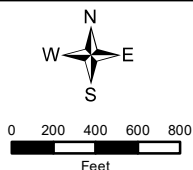
Thank you for the opportunity to review and comment on this residential project.

"Equal Opportunity in Education and Employment"

Aerial

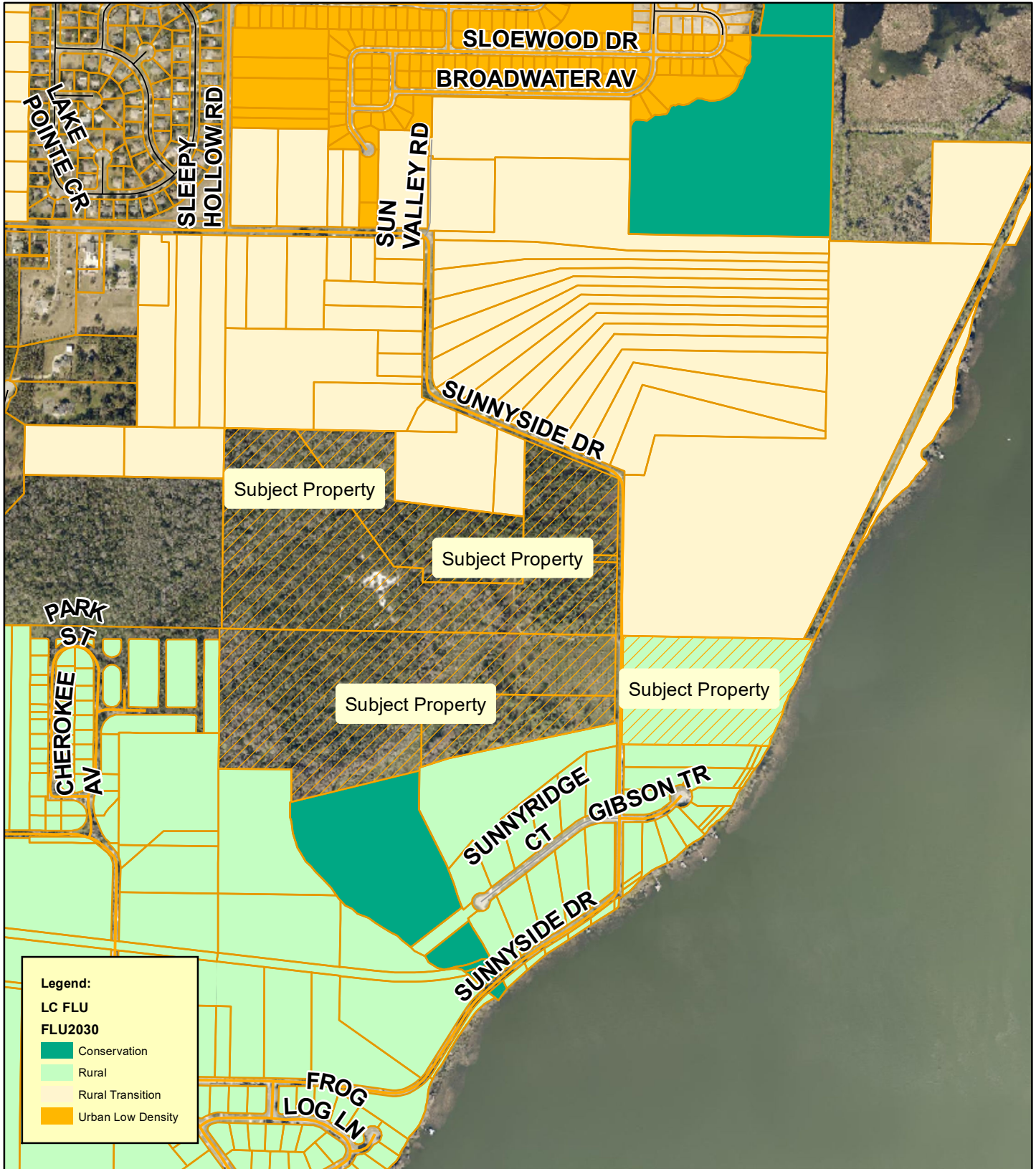


**Planning
& Zoning
Division**

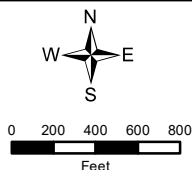


PUD-21-78 - Sunnyside Landing
AK #s: 1207100, 1207118, 1207185, 1207789, 1207819, 1704006
Sections 29, 32 & 33, Township 19, Range 25
April 30, 2021

Lake County Future Land Use

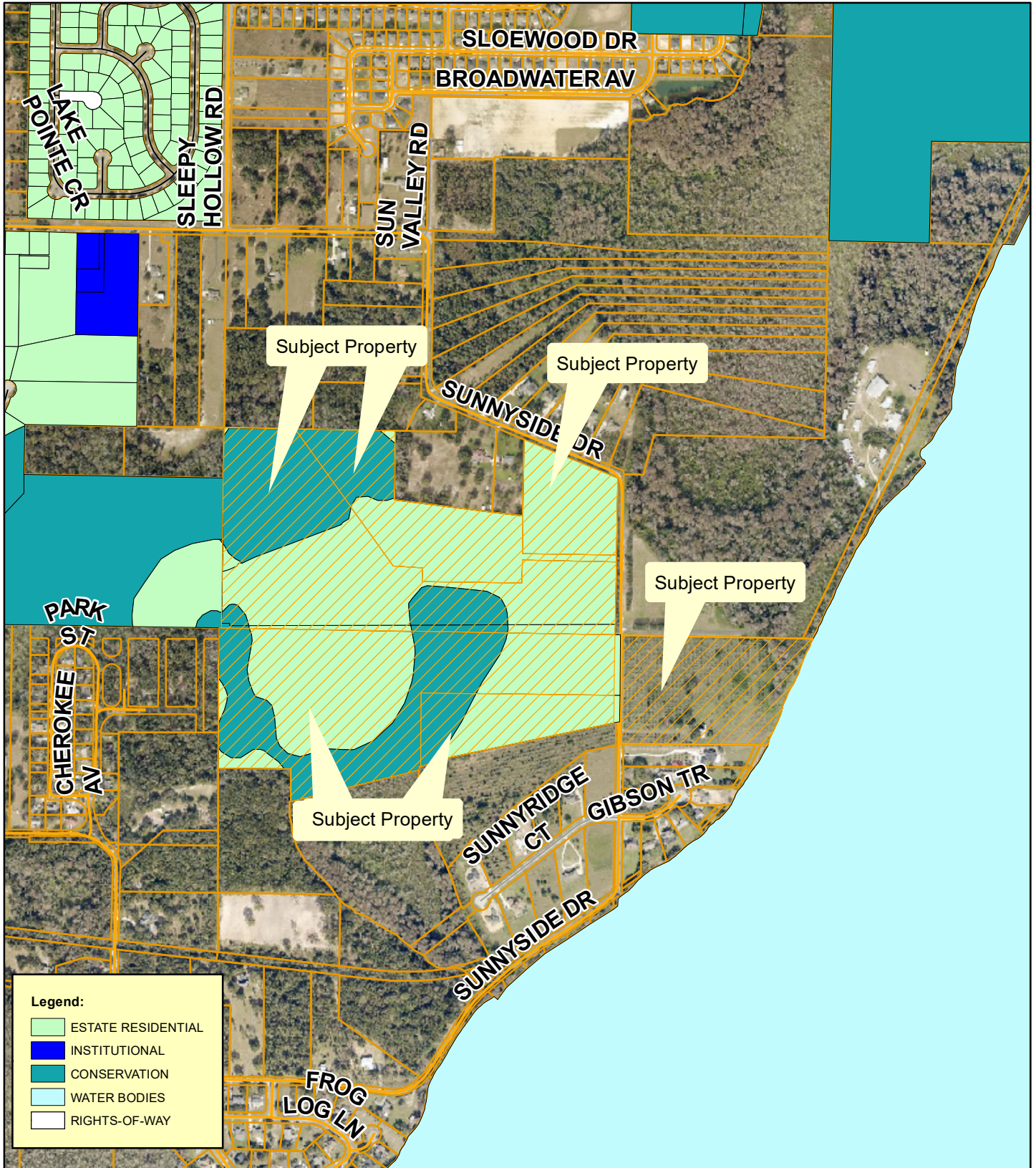


**Planning
& Zoning
Division**

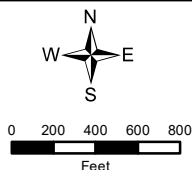


PUD-21-78 - Sunnyside Landing
AK #s: 1207100, 1207118, 1207185, 1207789, 1207819, 1704006
Sections 29, 32 & 33, Township 19, Range 25
April 30, 2021

Future Land Use



**Planning
& Zoning
Division**

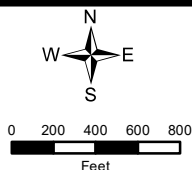


PUD-21-78 - Sunnyside Landing
 AK #s: 1207100, 1207118, 1207185, 1207789, 1207819, 1704006
 Sections 29, 32 & 33, Township 19, Range 25
 April 30, 2021

Surrounding Land Uses

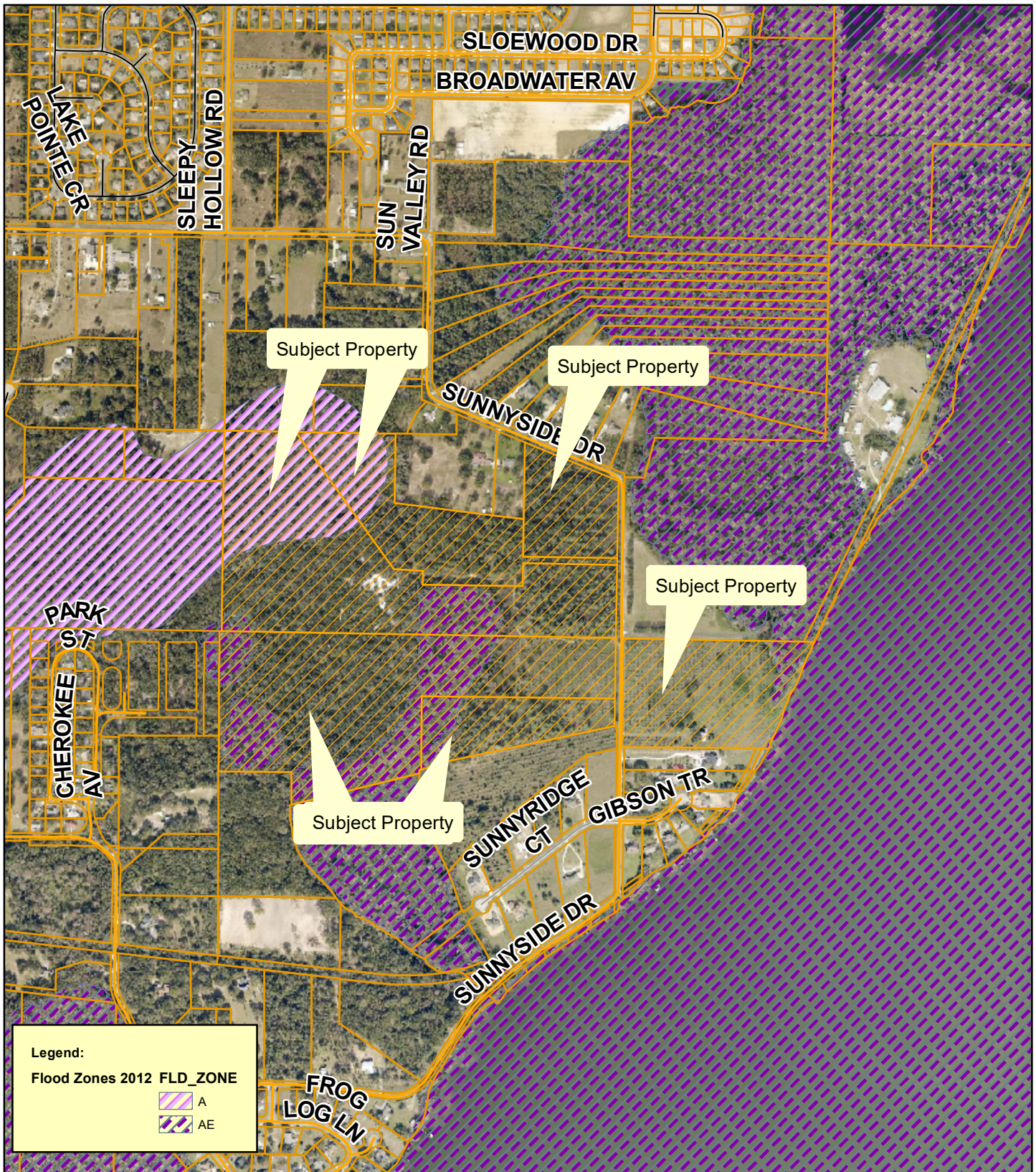


**Planning
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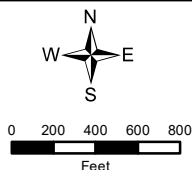


PUD-21-78 - Sunnyside Landing
AK #s: 1207100, 1207118, 1207185, 1207789, 1207819, 1704006
Sections 29, 32 & 33, Township 19, Range 25
April 30, 2021

Flood Zone

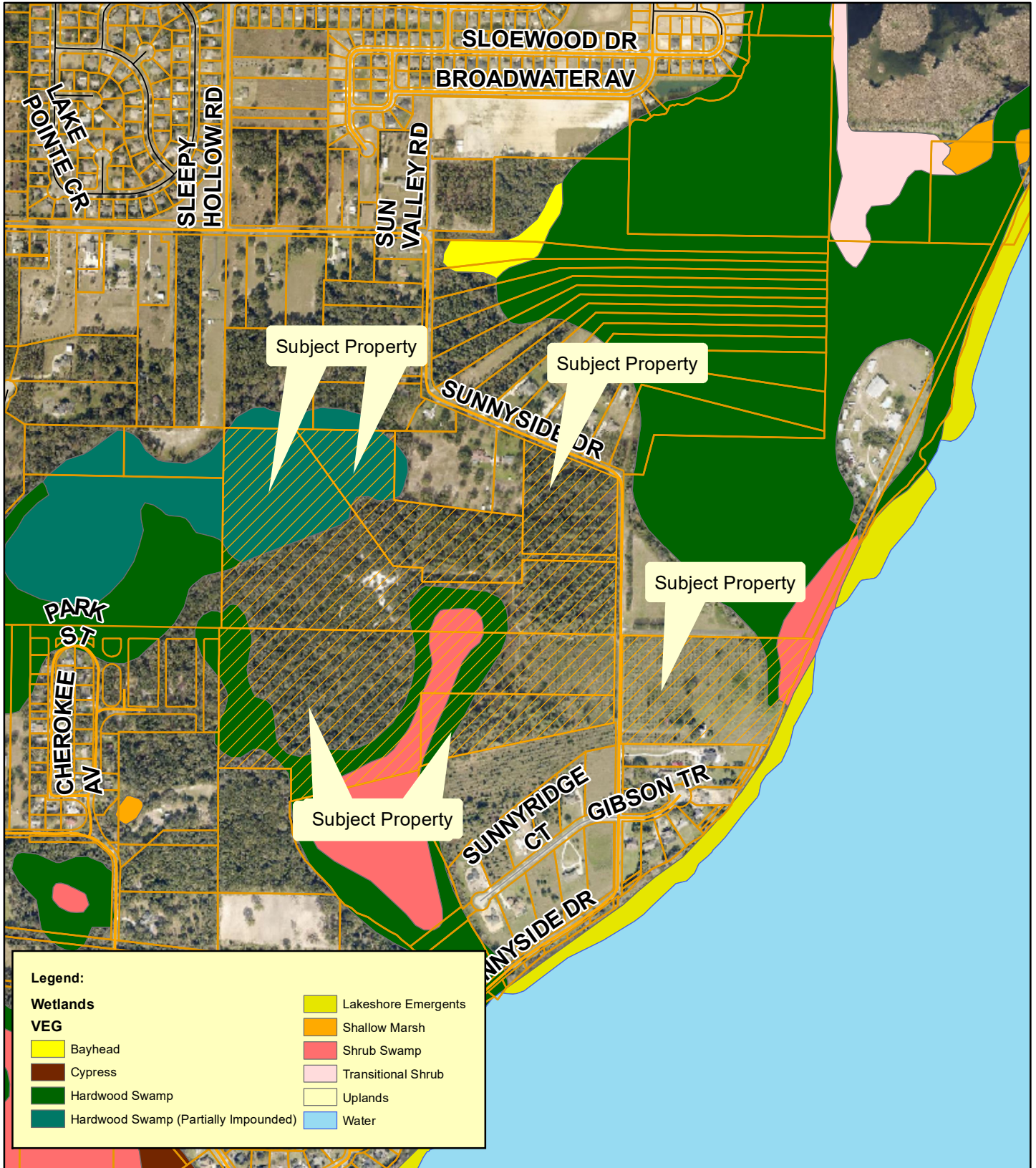


**Planning
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Division**

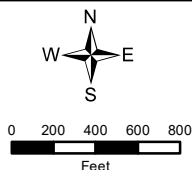


PUD-21-78 - Sunnyside Landing
 AK #s: 1207100, 1207118, 1207185, 1207789, 1207819, 1704006
 Sections 29, 32 & 33, Township 19, Range 25
 April 30, 2021

Wetlands



**Planning
& Zoning
Division**



PUD-21-78 - Sunnyside Landing
 AK #s: 1207100, 1207118, 1207185, 1207789, 1207819, 1704006
 Sections 29, 32 & 33, Township 19, Range 25
 April 30, 2021

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.B.3.

Meeting Date: October 11, 2021

From: Dan Miller, (Planning and Zoning Manager)

Subject: An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 139 +/- acres from Lake County R-1 (Rural Residential) to City PUD (Planned Unit Development) to allow for a single-family residential subdivision for a property generally located south of U.S. Highway 441 and east of Sunnyside Drive, as legally described in Section 33, Township 19 South, Range 25 East, Lake County, Florida; and providing an effective date. (Sunnyside Landing PUD)

Staff Recommendation:

Planning and Zoning Staff recommended approval, and the Planning Commission recommended denial of the request to rezone the subject property from Lake County R-1 (Rural Residential) to City PUD (Planned Unit Development) to allow for a single-family residential subdivision.

Analysis:

The project site is approximately 139 +/- acres, and is generally located south of U.S. Highway 441 and east of Sunnyside Drive as shown on the attached maps. At this time, the property has a single-family residence on it. The proposal will allow for a single-family residential subdivision. The existing land uses surrounding the property are residential. City of Leesburg utilities are required for the development of this property.

The Planning Commission held a public hearing on the application on August 21, 2021 and recommended denial by a vote of 7-0.

Procurement Analysis:

N/A

Options:

1. Approve the proposed rezoning to PUD (Planned Unit Development); or
2. Other such action as the Commission may deem appropriate.

Fiscal Impact:

Future development of this site will create a substantial positive fiscal impact on the City of Leesburg, in

the form of impact and utility fees, plus ad valorem taxes.

Submission Date and Time:

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE ZONING ON APPROXIMATELY 139 +/- ACRES FROM LAKE COUNTY R-1 (RURAL RESIDENTIAL) TO CITY PUD (PLANNED UNIT DEVELOPMENT) TO ALLOW FOR A SINGLE-FAMILY RESIDENTIAL SUBDIVISION FOR A PROPERTY GENERALLY LOCATED SOUTH OF U.S. HIGHWAY 441 AND EAST OF SUNNYSIDE DRIVE, AS LEGALLY DESCRIBED IN SECTION 33, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (SUNNYSIDE LANDING PUD)

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

Section 1.

Based upon the petition of Sunnyside Lake Land Holding, LLC & Cenizio Ventures, LLC, (Greg Beliveau, LPG Urban & Regional Planners, Inc, Petitioner) of the property hereinafter described, which petition has heretofore been approved by the City Commission of the City of Leesburg Florida, pursuant to the provisions of the Laws of Florida, the said property located in Lake County, Florida, is hereby rezoned from Lake County R-1 (Rural Residential) to City PUD (Planned Unit Development), to-wit:

(Legal Description)
(See Exhibit B)

Section 2.

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

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

THE CITY OF LEESBURG, FLORIDA

Mayor

ATTEST:

City Clerk

EXHIBIT A
SUNNYSIDE LANDING
PLANNED UNIT DEVELOPMENT CONDITIONS
August 19, 2021

These Planned Unit Development Conditions for a PUD (Planned Unit Development) zoning district are granted by the City of Leesburg Planning Commission, Lake County, Florida to **Cenizo Ventures, LLC and Sunnyside Lake Land Holding, LLC**, (Greg Beliveau, LPG, Petitioner), "Permittee" for the purposes described herein, and subject to the terms and conditions as set forth in this document, pursuant to authority contained in Chapter 25 "Zoning", Section 25-278 "Planned Unit Development" of the City of Leesburg Code of Ordinances, as amended.

BACKGROUND

The "Permittee" is requesting a Planned Unit Development (PUD) zoning district to allow future construction of a proposed residential development consisting of a maximum of 164 single family residential units on approximately 137.35 acres, generally located on east and west of Sunnyside Drive on a site within the City of Leesburg in accordance with their PUD application and supplemental information.

PURPOSE

The purpose of this document is to provide appropriate zoning standards for a high-quality built environment through the application of flexible and diversified land development requirements, which shall be implemented in conjunction with a master site development plan and the City of Leesburg Code of Ordinances, therefore allowing for more efficient and optimal use of the subject property, and to increase the overall economic opportunity and employment base of Leesburg, Florida.

CONDITIONS

The following conditions shall apply to the development proposed herein. If any instance where the conditions of this document may conflict with the City of Leesburg Code of Ordinances, this document shall prevail as the determining requirement.

1. **PERMISSION** is hereby granted to **Cenizo Ventures, LLC and Sunnyside Lake Land Holding, LLC**, (Greg Beliveau, LPG, Petitioner), "Permittee" to construct, operate, and maintain a Planned Unit Development in and on real property in the City of Leesburg, in accordance with the requirements set forth herein. The property is more particularly described below.
2. **LEGAL DESCRIPTION**
See attached **Exhibit C, Legal Description**.

3. **LAND USE**

The above-described property, containing approximately 139 acres, shall be used for platted single-family residential development, pursuant to City of Leesburg development codes and standards.

A. Permitted Uses

1. Detached single family residential units
2. Accessory structures for residential uses
3. Sales office in a single family unit
4. Accessory retail within a recreation center or clubhouse, intended for the primary use of residents, such as a snack bar.
5. Temporary modular sales center office (during construction and sales of new units) not to exceed one year, and construction office not to exceed two years from the approval of the final plat of the final phase for the subdivision. Model homes may be used as sales centers during the duration of the project.

B. Prohibited Uses

1. Townhouses
2. Condominium units
3. Multi-family units (Apartments)
4. Commercial uses (as a primary use)
5. All other uses not specifically permitted within these conditions under Permitted Uses above shall be prohibited.

4. **DEVELOPMENT STANDARDS**

A. The project shall contain a maximum of 164 single family residential units, at a gross density not to exceed 1.2 units per acre on the approximately 139-acre site, as shown on **Exhibit B, Master Development Plan**.

B. Lot sizes shall be varied, to include 50, 70- and 80-foot widths on the west side of Sunnyside Drive, as shown on the attached **Exhibit B, Master Development Plan**. All lots east

C. All lots west of, and immediately adjacent to Sunnyside Drive, shall be a minimum of 80 feet wide.

D. Along each street, homes with the same architectural design shall not be immediately adjacent (side by side) or directly across from a lot with the same design. Facades may be varied to meet this requirement. The maximum impervious surface for the project shall be 70%. Community and private swimming pools shall not count toward the impervious surface calculation.

E. The minimum lot development standards shall be:

1. For 50-foot lots:
 - a. 50 foot lots shall be located on the interior of the subdivision or in areas that are adjacent to Conservation/Open Space as shown on the Conceptual Master Plan, Exhibit B. These lots shall not be located

anywhere which is directly adjacent to the required 25-foot landscape buffer as required in Section 6, *Landscape & Buffer Requirements* this document, or in areas directly adjacent to existing single-family residential development

- b. Minimum house size: 1,600 square feet.
- c. Each additional bedroom added to the above minimum house size shall be a minimum of 120 square feet.
- d. Minimum lot size shall be 6,500 square feet.
- e. Minimum width 50 feet
- f. Minimum depth 125 feet
- g. Minimum building setbacks:
Front – 25 feet setback to the garage, 20 feet setback to the residence
Rear – 18 feet;
Side – 7.5 feet;
Corner Side – 15 feet; and
Porch – 20 feet (porch must be a minimum width of 6 feet).

2. For 70-foot lots:

- a. 70 foot lots shall be located on the interior of the subdivision or in areas that are adjacent to Conservation/Open Space as shown on the Conceptual Master Plan, Exhibit B. They shall not be located anywhere which is directly adjacent to the required 25-foot landscape buffer as required in Section 6, *Landscape & Buffer Requirements* this document, or in areas directly adjacent to existing single-family residential development
- b. Minimum house size: 1,800 square feet.
- c. Each additional bedroom added to the above minimum house size shall be a minimum of 120 square feet.
- d. Minimum lot size shall be 8,750 square feet.
- e. Minimum width 70 feet
- f. Minimum depth 125 feet
- g. Minimum building setbacks:
Front – 25 feet setback to the garage, 20 feet setback to the residence
Rear – 18 feet;
Side – 7.5 feet;
Corner Side – 15 feet; and
Porch – 20 feet (porch must be a minimum width of 6 feet).

3. For 80-foot lots:

- a. 80 foot lots shall be permitted anywhere within the subdivision, and shall be required on all lots west of Sunnyside Drive.
- b. Minimum house size: 2,000 square feet.
- c. Each additional bedroom to the above the minimum house size shall be a minimum of 120 square feet.
- d. Minimum lot size shall be 8,000 square feet.
- e. Minimum width 80 feet
- f. Minimum depth 100 feet

- g. Minimum building setbacks:
 - Front – 25 feet setback to the garage, 20 feet setback to the residence
 - Rear – 18 feet;
 - Side – 7.5 feet;
 - Corner Side – 15 feet.
 - Porch – 20 feet (porch must be a minimum width of 6 feet).

3. For 140-foot lots:

- a. 140-foot lots shall be permitted anywhere within the subdivision. For all property east of Sunnyside Drive, a maximum of four lots shall be permitted. The minimum lot size shall be one acre. The minimum house size on these lots shall be 2,600 square feet.
- b. Each additional bedroom added to the above minimum house size shall be a minimum of 120 square feet.
- c. Minimum lot size shall be 43,560 square feet.
- d. Minimum width 140 feet
- e. Minimum depth 400 feet
- f. Minimum building setbacks:
 - Front – 30 feet;
 - Rear – 18 feet;
 - Side – 7.5 feet;
 - Corner Side – 15 feet.
 - Porch – 25 feet (porch must be a minimum width of 6 feet).

4. For all structures:

- a. Each residential structure shall have a minimum two car garage.
- b. Minimum distance between structures shall be 15 feet; measured from building wall to building wall, and the roof overhang shall not exceed forty (40) percent of the distance between the building wall and the property line.
- c. Maximum building height: two (2) stories or 35 feet.
- d. Accessory structures shall have a minimum rear and side setback of 5 feet and single accessory structures that are not attached to the principal structure shall not occupy more than 30 percent of the required rear yard.
- e. Attached screened enclosures (no solid roof) must maintain a minimum setback of five (5) feet from the side and rear property line. Attached swimming pool screened enclosure shall also maintain a minimum setback of five (5) feet from the side or rear property lines.
- f. Solid roof structures attached to the residence must meet the required rear setback as noted under “Minimum building setbacks.”
- g. As part of the site plan approval process, city staff shall review final site design standards in accordance with the approved PUD (Planned Unit Development) zoning conditions set forth herein.

5. DESIGN/ARCHITECTURAL STANDARDS

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

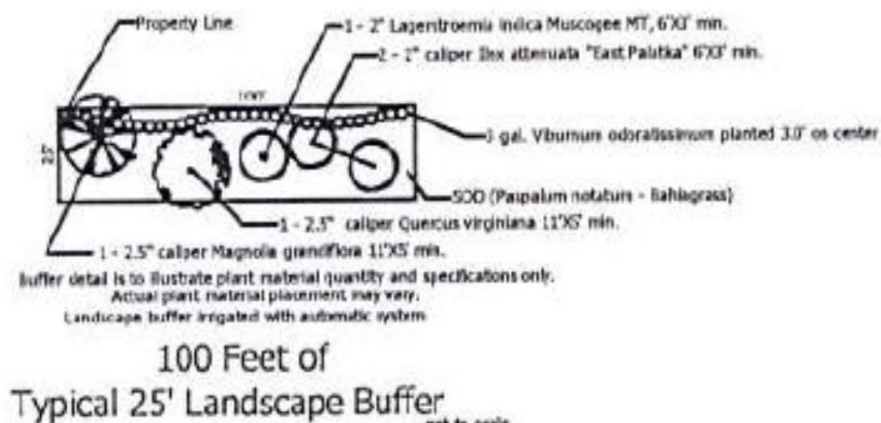
6. LANDSCAPING & BUFFER REQUIREMENTS

- A. A minimum twenty-five (25) foot buffer planted as shown in Figure A below, shall be provided along the east and west side of the Sunnyside Road boundary of the property, unless otherwise provided for within these standards.
- B. Land uses allowed within the upland buffers are limited to hiking trails, walkways, passive recreation activities and stormwater facilities as permitted by St. Johns River Water Management District.
- C. All landscaping and buffering shall be in accordance with regulations contained within the City of Leesburg Code of Ordinances, Section 25-329, and at a minimum shall contain the following plantings as noted in Figures A and B below:

Figure A

Canopy Trees (per 100 l.f.)	2 per 100 linear ft
Tree CAL/Height	2" cal, 12' overall height
Optional Ornamental Trees (per 100 l.f.)	3 per 100 linear ft
Tree CAL/Height	2" cal, 7' overall height
Shrub Screen (per 100 l.f.)	
Square Ft. of Shrubs	(33) 3 gal plants, 18"—24" minimum at installation (depending on species); hedges to be 36"—42" high by thirty-six (36) inches wide hedge or continuous landscape screen with a ninety (90) percent opacity within one (1) year of planting
Container size	3 gal

Figure B



- H. Variations to the landscape requirements of the code may be approved by the Community Development Director or designee, as long as the intent of the PUD and the Landscaping Code are maintained, including consideration of existing fencing on adjacent properties and existing natural vegetative buffers.

- I. The surveying of trees on the property shall be conducted as follows:
 - 1) If existing on the property, all specimen, heritage and historic trees shall be surveyed. Staff will review the tree survey and such trees shall be saved where possible during the site plan review process. This may include amending the site plan to save specimen, heritage and historic trees.
 - 2) A survey of 100 feet by 100 feet plots, indicating all protected trees 4" DBH and larger, shall be surveyed for each distinct vegetative area, for use in replacement calculations.
 - 3) Site areas that are to preserve existing trees do not need to be included in the survey plots unless the trees are to be used in preservation/replacement requirements.
 - 4) The tree survey shall be completed by a licensed surveyor.
 - 5) Tree sample plots shall be located and trees identified by a registered landscape architect, certified arborist, or certified forester.

7. SITE ACCESS AND SIGNAGE

- A. To meet Lake County access management requirements the main vehicular access to the project site shall be provided by an access point from Sunnyside Road. This access point shall be a divided boulevard type entrance road with one lane in each direction. For the property on the west side of Sunnyside Road, a secondary emergency only access point shall be provided from Sunnyside Road. Actual location and design of the roads shall be determined at the site plan review process and shall include consideration of, and connection to existing or planned sidewalks, recreation paths, etc. All other access shall be reviewed for necessity and requirements through the City of Leesburg development and permitting processes. Any additional access points shall be subject site plan application review process.
 - 1) Adequate right of way along Sunnyside Road shall be required to ensure adequate roadway paving and access.
 - 2) Additional improvements on Sunnyside Road may be required to accommodate the increase in the additional trips the site will produce per Lake County requirements.
 - 3) Prior to completion of the subdivision design plans, the developer shall work with the Lake County Department of Public Works to ensure all appropriate required roadway and access improvements for the development are made part of the plans submitted to the City of Leesburg.
 - 4) The conceptual plan exhibits, and the access points proposed thereon, are considered conceptual until the appropriate engineering and site plan reviews, along with any required upgrades are completed for the project.
- B. All access points are subject to review and approval by the appropriate permitting agency, including FDOT, Lake-Sumter Metropolitan Planning Organization, Lake County and the City of Leesburg as applicable. The developer shall be responsible for on and offsite improvements required as a result of any access points. The developer shall be responsible for all on and offsite improvements required as a result of any access points.
- C. Each required access point shall provide a decorative entry feature to include a concrete, brick or stucco wall at least five (5) feet in height, on each side of the

entryway. This may be used for signage per City of Leesburg Code of Ordinances, as amended.

- D. Alternative designs for the ground enclosure support and base of monument/entryway signs may be approved by the Community Development Director or designee, where the architectural style would be in keeping with the intent of these sign regulations.

8. TRANSPORTATION IMPROVEMENTS

- A. Any transportation improvements or rights-of-way that may be required shall be based on projected needs and shall be contingent upon site plan approval by City staff during the development review and permitting process. The plan review process shall include consideration of sidewalks, recreation paths etc.
- B. A traffic/transportation study shall be submitted prior to site plan approval for review and determination of any necessary access improvements, including any off-site improvements required by Lake County, the Lake-Sumter MPO or the City of Leesburg. Said improvements will be the responsibility of the Permittee.
- C. The Permittee shall provide necessary traffic improvements within and adjacent to the development as required by Lake County, the Lake-Sumter MPO and City of Leesburg.
- D. All roads within the development shall be designed and constructed to meet the City of Leesburg requirements.
- E. The Permittee shall be responsible for obtaining all necessary Lake County permits and a copy of all permits shall be provided to the City of Leesburg.
- F. The City of Leesburg will not be responsible for the maintenance or repair of any of the roads or transportation improvements. The Permittee shall establish an appropriate legal entity that will be responsible to pay the cost and perform the services to maintain the roads and transportation improvements. Should the Permittee desire to dedicate the proposed project's internal road system to the City of Leesburg; the City, at its discretion, may accept or not accept the road system. Prior to acceptance, the Permittee shall demonstrate to the City that the road system is in suitable condition and meets City of Leesburg requirements. As a condition of accepting the roadway system the City may create a special taxing district or make other lawful provisions to assess the cost of maintenance of the system to the residents of the project, and may require bonds or other financial assurance of maintenance for some period of time.
- G. Sidewalks shall be provided on both sides of the boulevard entrance road and shall provide cross connections to all recreation and residential areas. Internal road rights-of-ways shall be of sufficient width to contain one sidewalk. All sidewalks shall be constructed in accordance with City of Leesburg Codes.

9. UTILITIES

Prior to receiving final development approval, the Permittee shall submit a stormwater management plan and utility plan acceptable to the City of Leesburg. Water, wastewater and natural gas services will be provided by the City of Leesburg. Prior to any clearing, grubbing, or disturbance of natural vegetation in any phase of the development, the Permittee shall provide:

- A. A detailed site plan that indicates all the provisions for electric, water, sewer, and/or natural gas in accordance with the City of Leesburg Land Development Codes.
- B. Developer shall bear all responsibility, financial and otherwise, for the construction and installation of all utility infrastructure and other improvements related to the use and development of the property, including such off-site improvements required by the City and all other appropriate government agencies. All such requirements shall be constructed to the applicable specifications imposed by the ordinances and regulations of the City in effect at the time of construction.
- C. Developer shall be responsible for the installation of a natural gas water heater and natural gas furnace in eighty percent (80%) of all homes in the development.
- D. The City of Leesburg intends to service the property with water and wastewater services at this time. At the time of connection, all regulations in place at the time of the request shall be required, including but not limited to impact fees, connection and utility service deposit charges. The cost of supplying water and wastewater lines and other necessary infrastructure such as lift stations to the development shall be the responsibility of the applicant.

10. STORMWATER/DRAINAGE MANAGEMENT

All drainage shall be designed and constructed in a manner to meet all State of Florida and City of Leesburg codes, including the requirement that all stormwater runoff is contained within the boundaries of the properties, and does not create a detriment to surrounding properties. Prior to receiving final development approval, the Permittee shall submit a stormwater management plan and utility plan acceptable to the City of Leesburg. Prior to any clearing, grubbing, or disturbance of natural vegetation in any phase of the development, the Permittee shall provide:

- A. A detailed site plan that demonstrates no direct discharge of stormwater runoff generated by the development into any wetlands or onto adjacent properties.
- B. A stormwater management system designed and implemented to meet all applicable St. Johns River Water Management District and City of Leesburg requirements.
- C. A responsible legal entity for the maintenance of the stormwater management system on the plat prior to the approval of the final plat of record. A homeowners association is an acceptable maintenance entity.
- D. The existing 100-year flood plain shown shall be shown on all plans and lots.

- E. The appropriate documentation that any flood hazard boundary has been amended in accordance with Federal Emergency Management Agency requirements, if the 100 year flood plain is altered and /or a new 100 year flood elevation is established in reference to the applicable flood insurance rate map.
- F. A copy of the Management and Storage of Surface Waters permit obtained from St. Johns River Water Management District shall be provided to the City during the site plan review process.
- G. Should the Permittee desire to dedicate the proposed project's stormwater management system to the City of Leesburg; the City, at its discretion, may accept or not accept the stormwater management system. Prior to acceptance, the Permittee shall demonstrate to the City the stormwater management system is in a suitable condition and meets City of Leesburg and St. Johns River Water Management District requirements. As a condition of accepting the system the City may create a special taxing district or make other lawful provisions to assess the cost of maintenance of the system to the residents of the project.

11. WETLANDS, FLOOD ZONES & WILDLIFE

- A. All wetlands on the project site shall be identified by a jurisdictional wetland boundary line, and the location and extent of each wetland shall be determined by the Department of Environmental Protection, St. Johns River Water Management District and/or U.S. Army Corp of Engineers. Each wetland shall be placed on a suitable map, signed and sealed by a surveyor registered to practice in Florida and shall be submitted as part of the site plan application process.
- B. To the extent practicable, wetlands shall be placed in a conservation easement, which shall run in favor of, and be enforceable by, the St. Johns River Water Management District or another legal entity such as a homeowners association. The conservation easement shall require that the wetlands be maintained in their natural and unaltered state. Wetlands shall not be included as a part of any platted lot, other than a lot platted as a common area, which shall be dedicated to the St. Johns River Water Management District or another legal entity such as a homeowners association for ownership and maintenance.
- C. Buildings or structures shall be a minimum of 50 feet from any wetland jurisdiction boundary.
- D. Wetlands shall have an average upland buffer of 25 feet, with a minimum of 15 feet or the upland buffer established by St. Johns River Water Management District and/or U.S. Army Corp of Engineers; whichever is more restrictive. All upland buffers shall be naturally vegetated and upland buffers that are devoid of natural vegetation shall be re-planted with native vegetation or as required by St. Johns River Water Management District and/or U.S. Army Corp of Engineers.

- E. Land uses allowed within the upland buffers for wetlands are limited to stormwater facilities as permitted by St. Johns River Water Management District.
- F. If wetland alteration is permitted by St. Johns River Water Management District and/or U.S. Army Corp of Engineers, wetland mitigation shall be required in accordance with permit approvals from St. Johns River Water Management District or U.S. Army Corp of Engineers, whichever is more restrictive.
- G. A wildlife management plan for the project site shall be prepared based on the results of an environmental assessment of the site and any environmental permit required from applicable governmental agencies. The wildlife management plan shall be submitted to the City as part of the site plan application process.
- H. A map indicating the location of the 100-year flood plain.
- I. The appropriate documentation that any flood hazard boundary has been amended in accordance with Federal Emergency Management Agency requirements, if the 100 year flood plain is altered and/or a new 100 year flood elevation is established in reference to the applicable flood insurance rate map.
- J. There are currently FEMA flood zones located throughout the parcel. Through the site plan review process, the developer shall coordinate with the City of Leesburg, Lake County and all impacted government agencies regarding elevation determinations, compensatory storage and overall design of the subdivision within and near flood hazard boundary areas, to ensure compliance with all regulations.

12. IRRIGATION & WATER USAGE

- A. All landscaped areas shall be irrigated and designed to meet Section 25-337, Waterwise and Florida Friendly Landscaping, City of Leesburg Code of Ordinances.
- B. The use of St. Augustine grass, or other varieties of grass which require significant amounts of water are prohibited. The use of Bahia, Bermuda, Zoysia or other grasses which are more drought tolerant are permitted.

13. RECREATIONAL REQUIREMENTS

- A. Recreational development provided on the site may include active and passive uses, as well as enclosed or unenclosed recreational space, devoted to the joint use of the residents. Such recreational space shall consist of not less than 200 square feet of space per dwelling unit or 0.75 total acres, whichever is greater.
- B. Recreational requirements shall include at least one primary active recreation area, to include two of the following recreation amenities such as BBQ grills, picnic tables, equipped play area, or a basketball court.
- C. Credit for recreational space shall be given for areas dedicated to recreational space, to include items such as a clubhouse with recreation room, swimming pool, outdoor cooking facilities such as grills, youth playgrounds, play courts, dog parks or other

similar uses which will meet the intent of this document. Other similar uses which will meet the intent of this document may be supplied by the developer.

- D. Active recreational activity space shall be calculated at a rate of 1.25 times for activities such as, but not limited to:
 - 1) Trails, playgrounds, basketball, tennis, handball courts, etc.
 - 2) Community swimming pool, including the deck area surrounding such pools.
 - 3) Indoor recreation rooms provided such rooms are permanently maintained for the use of residents for recreational purposes.
 - 4) Other active recreational activities may be used for credit, subject to approval by the City of Leesburg.

14. MAINTENANCE

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

15. DEVELOPMENT PHASING & IMPLEMENTATION

- A. The proposed project may be constructed in phases in accordance with the Planned Unit Development Conditions and Conceptual Plan. Changes to the development conditions or conceptual plan, other than those conditions described in this agreement, shall be revised in accordance with the Planned Development review process, City of Leesburg Code of Ordinances.
- B. As part of the overall development review process, if the project is constructed in phases, the plat of the lots for each approved phase shall contain only portions of the development approved under the Site Plan Review Process, i.e. each phase platted shall match each phase submitted for site plan review.
- C. The terms of this PUD (Planned Unit Development) zoning agreement shall be substantially implemented within one hundred twenty (120) months. If the terms of this agreement have not been substantially implemented within this time period, this PUD shall expire of its own accord, without further action by the City, and the City shall initiate the public hearing process to rezone the property to its prior classification, or if that classification is no longer available, the closest available zoning classification. In the interim, after this PUD expires but prior to completion of the rezoning to prior classification, no applications for the use of, or construction of improvements on, the property shall be accepted.

16. MISCELLANEOUS CONDITIONS

- A. The uses of the proposed project shall only be those uses identified in the approved Planned Unit Development Conditions. Any other proposed use must be

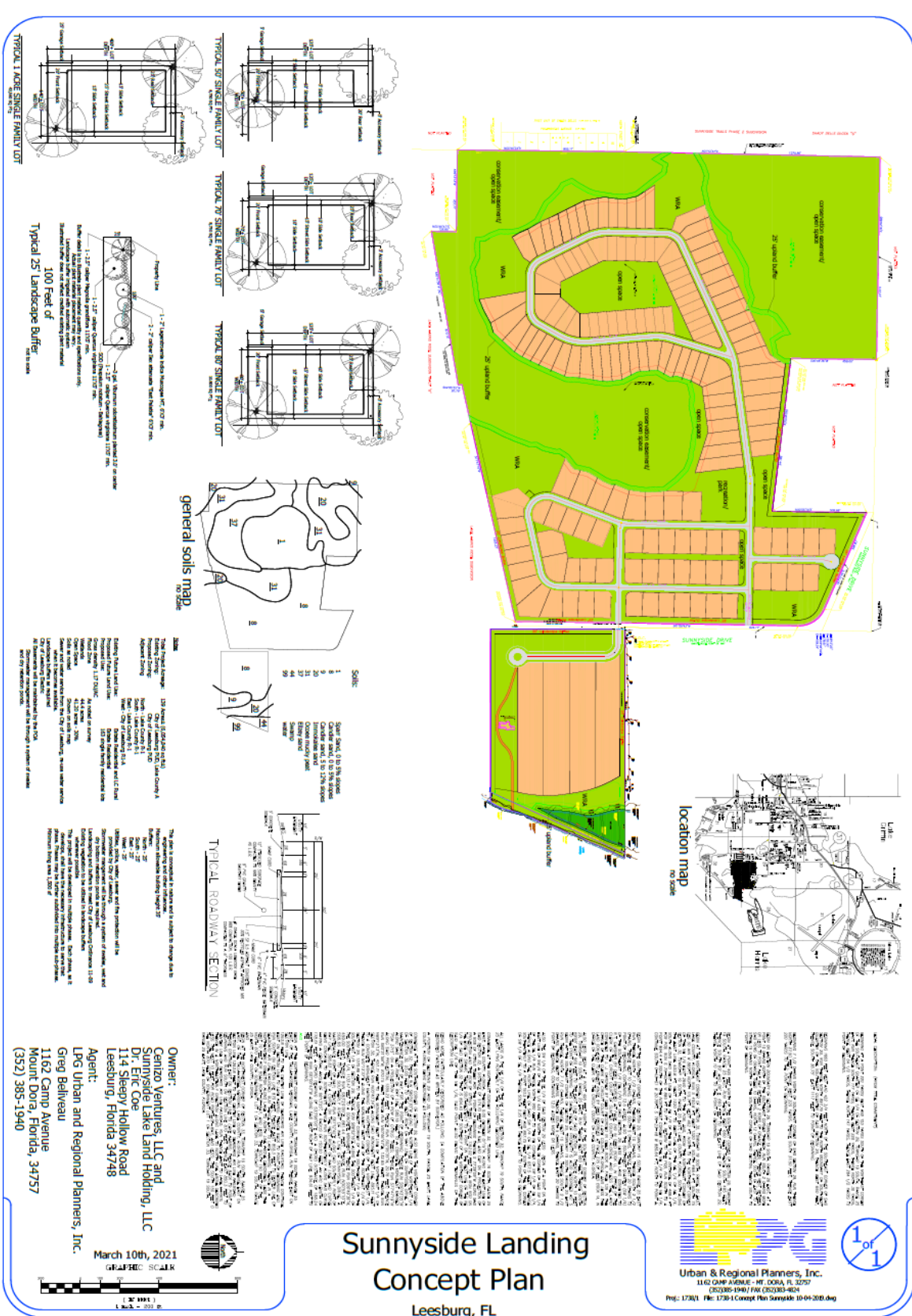
specifically authorized in accordance with the Planned Development amendment process.

- B. No person, firm or corporation shall erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building structure, or alter the land in any manner without first submitting the necessary plans and obtaining appropriate approvals in accordance with the City of Leesburg Codes.
- C. Construction and operation of the proposed use(s) shall at all times comply with the Planned Unit Development conditions set forth herein, and with all City and other governmental agencies rules and regulations.
- D. The transfer of ownership or lease of any or all of the property described in this PUD Agreement shall include in the transfer or lease agreement, a provision that the purchaser or lessee is made good and aware of the conditions pertaining to the Planned Unit Development established and agrees to be bound by these conditions. The purchaser or lessee may request a change from the existing plans and conditions by following the procedures as described in the City of Leesburg Land Development Code, as amended.
- E. These PUD Conditions shall inure to the benefit of, and shall constitute a covenant running with the land and the terms, conditions, and provisions hereof, and shall be binding upon the present owner and any successor, and shall be subject to each and every condition as set forth herein.

17. LEVELS OF SERVICE

- A. Levels of Service
 - 1) As submitted, the development resulting from the proposed zoning change may result in demands on public facilities which would exceed the current capacity of some public facilities, such as, but not limited to water, wastewater, roads, drainage, and solid waste. However, no final development order (site plan and building permits) shall be granted for proposed development until there is a finding that all public facilities and services required for the development have sufficient capacity at or above the adopted level of service (LOS) to accommodate the impacts of the development, or that improvements necessary to bring facilities up to their adopted LOS will be in place concurrent with the impacts of the development.
- B. Utilities
 - 1) Projected Capacities
 - a. The City's utility planning efforts draw upon phasing, capacity and service requirements, based upon information provided by the applicant. The City develops its plans consistent with sound engineering principles, prudent fiscal practices and due regard for regulatory compliance.

- b. If the development requires construction of new distribution or collection lines, the developer will be required to construct such facilities to provide service. The developer will bear the cost of design, permitting and construction. Any such facilities must be constructed in a fashion consistent with the City's master plans and to the City standards and specifications.
- 2) Commitment of Capacity
 - a. There are no previous commitments of any existing or planned excess capacity for this property.
- 3) Ability to Provide Services
 - a. At this time, the City intends to provide water, wastewater and reclaimed water services within its service area for the foreseeable future.
 - b. Future development within the City of Leesburg utility service areas may impact the provision of utility services.



LEGAL DESCRIPTION: (FROM TITLE COMMITMENT)

BEGINNING AT A POINT 220 YARDS WEST AND 153 YARDS SOUTH OF THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SE 1/4 OF SECTION 29, TOWNSHIP 19 SOUTH, RANGE 25 EAST, RUN THENCE SOUTH 177 YARDS, THENCE WEST 220 YARDS, THENCE NORTH 30 YARDS, THENCE WEST 64 1/2 YARDS, THENCE NORTH 147 YARDS, THENCE EAST 284 1/2 YARDS TO POINT OF BEGINNING.

BEGINNING 1660 FEET WEST AND 422 3/4 FEET NORTH OF THE SOUTHEAST CORNER OF SAID SECTION 29, RUN THENCE NORTH 897.76 FEET TO THE NORTH BOUNDARY OF SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 29, THENCE WEST 660 FEET, THENCE SOUTH 36.75' EAST 1117 FEET TO POINT OF BEGINNING.

BEGINNING 7 1/2 CHAINS NORTH OF SOUTHEAST CORNER OF SAID SECTION 29, RUN THENCE NORTH 37.50 FEET, THENCE WEST 220 YARDS, THENCE SOUTH 37.50 FEET, THENCE EAST 220 YARDS TO THE POINT OF BEGINNING.

BEGIN ON EASTERN BOUNDARY OF SECTION 29, TOWNSHIP 19 SOUTH, RANGE 26 EAST, AT A POINT 10 CHAINS NORTH OF THE SOUTHEAST CORNER THEREOF, RUN SOUTH 2 CHAINS MORE OR LESS TO POINT HALF WAY BETWEEN 2 ROWS OF ORANGE TREES; THENCE WEST BETWEEN SAID ROWS OF ORANGE TREES 10 CHAINS, NORTH 12 CHAINS, THENCE SOUTH OF EAST TO A STAKE 16 CHAINS NORTH OF THE SOUTHEAST CORNER OF SAID SECTION, THENCE SOUTH TO POINT OF BEGINNING.

BEGIN AT A POINT 495 FEET NORTH OF THE SOUTHEAST CORNER OF SECTION 29, TOWNSHIP 19 SOUTH, RANGE 25 EAST, RUN THENCE WEST 660 FEET; THENCE SOUTH 495 FEET; THENCE SOUTH 89' AND 08' E. 660 FEET TO THE EAST LINE OF SAID SECTION 29, THENCE NORTH 10 FEET TO THE POINT OF BEGINNING.

BEGIN AT THE NORTHEAST CORNER OF SECTION 32, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, RUN S 400.8 FT, WEST 1320 FT, SOUTH 488.4 FT, SOUTH 75 DEG 50 MIN W 885FT, NORTH 115.7FT, WEST 462 FT, NORTH TO THE NORTHWEST CORNER OF THE NE 1/4 EAST 2640 FT TO THE POB, AND, FROM THE NORTHEAST CORNER OF SECTION 32, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, SOUTH ALONG THE EAST LINE 400.8 FT, WEST 1320 FT TO WEST LINE OF THE NE 1/4 OF NE 1/4, SOUTH ALONG SAID WEST LINE OF THE NE 1/4 OF THE NE 1/4 A DISTANCE OF 488.4 FT FOR POB, RUN S 75-50-0 W 885 FT TO PT A, RETURN TO THE POB, RUN SOUTH TO A POINT 894.4 FT SOUTH OF THE NORTHWEST CORNER OF THE NE 1/4 OF THE NE 1/4, CONTINUE SOUTH 0-43-01 W 20.78FT, S 76-23-48 W 880.64 FT, NORTH TO POINT A.

BEGIN AT THE SOUTHEAST CORNER OF SECTION 29, TOWNSHIP 19 SOUTH, RANGE 25 EAST RUN THENCE NORTH 7 1/2 CHAINS, THENCE WEST 10 CHAINS, THENCE SOUTH 2 1/2 CHAINS, THENCE WEST 10 CHAINS, THENCE SOUTH 5 CHAINS, THENCE EAST 20 CHAINS TO POINT OF BEGINNING, CONTAINING 12.5 ACRES; ALSO THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHEAST 1/4 (SE 1/4) OF SAID SECTION 29, LESS THE LAND CONVEYED TO R.T. GARDNER BY DEED RECORDED AT PAGE 349 IN DEED BOOK U, IN OFFICE OF THE CLERK OF THE CIRCUIT COURT OF SUMTER COUNTY, FLORIDA, AND LESS THE LAND CONVEYED TO J. J. GARDNER BY DEED RECORDED IN DEED BOOK 8, PAGE 139 IN THE OFFICE OF THE CLERK OF CIRCUIT COURT OF LAKE COUNTY, FLORIDA, AND LESS THE LAND CONVEYED TO ERNEST KINZIE BY DEED RECORDED AT PAGE 275 OF DEED BOOK 14, IN OFFICE OF THE CLERK OF THE CIRCUIT COURT OF LAKE COUNTY, FLORIDA;

ALSO LESS: BEGIN AT A POINT 495 FEET NORTH OF THE SOUTHEAST CORNER OF SECTION 29, TOWNSHIP 19 SOUTH, RANGE 25 EAST, RUN THENCE WEST 660 FEET; THENCE SOUTH 89'08' EAST 660 FEET TO THE EAST LINE OF SAID SECTION 29, THENCE NORTH 10 FEET TO THE POINT OF BEGINNING. THIS SAME PIECE OF PROPERTY IS ALSO DESCRIBED AS: S BEGIN AT THE SOUTHEAST CORNER OF SECTION 29, TOWNSHIP 19 SOUTH, RANGE 25 EAST RUN THENCE NORTH 7 1/2 CHAINS, THENCE WEST 10 CHAINS, THENCE SOUTH 2 1/2 CHAINS, THENCE WEST 10 CHAINS, THENCE SOUTH 5 CHAINS, THENCE EAST 20 CHAINS TO POINT OF BEGINNING, CONTAINING 12.5 ACRES MORE OR LESS.

ALSO THE SW 1/4 OF THE SE 1/4 OF SAID SECTION 29 LESS: BEGIN AT A POINT ON THE EAST LINE OF SW 1/4 OF THE SE 1/4 420 FEET NORTH OF THE SE CORNER OF SAID SW 1/4 OF THE SE 1/4 RUN THENCE NORTH 900 FEET TO THE NE CORNER OF SW 1/4 OF SE 1/4, THENCE ALONG THE NORTH LINE OF SAID SW 1/4 OF SE 1/4 857.5 FEET. THENCE SOUTHEASTERLY TO A POINT 193.5 FEET WEST AND 897.75 FEET SOUTH OF THE NE CORNER OF SW 1/4 OF SE 1/4 THENCE SOUTH 2.25 FEET THENCE EAST TO POINT OF BEGINNING.

ALL LANDS IN THE NE 1/4 OF THE NE 1/4 OF SECTION 32, TOWNSHIP 19 SOUTH, RANGE 25 EAST LYING NORTHERLY OF THE FOLLOWING DESCRIBED LINE.

COMMENCE AT THE NORTHEAST CORNER OF SECTION 32, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, THENCE S.00 DEGREES 01'15"W. ALONG THE EAST LINE OF SAID SECTION 32, A DISTANCE OF 574.70 FEET TO A NAIL AND CAP ON A PROJECTION OF A ROW OF CITRUS TREES FOR THE POINT OF BEGINNING THENCE S 77°39'09"W ALONG SAID PROJECTION AND THE ROW OF CITRUS TREES, THENCE 1162.02 FEET TO A IRON ROD ON THE EDGE OF SWAMP, THENCE SOUTHWESTERLY TO A POINT ON THE WEST LINE OF THE NE 1/4 OF SAID SECTION 32 THAT IS 894.40 FEET SOUTHERLY OF THE NORTHWEST CORNER OF SAID NE 1/4 OF THE NE 1/4, SAID POINT ALSO BEING THE TERMINUS OF THE DESCRIPTION LINE.

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS; (A COMPILATION OF THE ABOVE DESCRIBED PARCELS AS WRITTEN BY SURVEYOR.)

A PORTION OF SECTIONS 29 AND 32, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS;

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 29, ALSO BEING THE NORTHEAST CORNER OF SECTION 32; THENCE RUN S89°55'30"W ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 32, 25.00 FEET TO THE WEST RIGHT OF WAY LINE OF SUNNYSIDE DRIVE, A MAINTENANCE RIGHT OF WAY, FOR THE POINT OF BEGINNING; THENCE RUN S00°43'05"W ALONG SAID WEST RIGHT OF WAY LINE, 580.16 FEET TO A CONCRETE MONUMENT MARKED "PSM 3715" ON A PROJECTION OF A ROW OF CITRUS TREES; THENCE RUN S77°47'19"W ALONG SAID PROJECTION, 1355.23 FEET; THENCE RUN S02°05'35"W, 20.78 FEET; THENCE RUN S80°31'58"W, 870.15 FEET; THENCE RUN N00°46'47"E, 132.85 FEET; THENCE RUN N89°13'13"W, 457.71 FEET TO THE MONUMENT WEST LINE OF THE NORTHEAST 1/4 OF SECTION 32; THENCE RUN N00°40'34"E ALONG SAID MONUMENT WEST LINE, 895.11 FEET TO A CONCRETE MONUMENT MARKING THE NORTHWEST CORNER OF THE NORTHEAST 1/4; THENCE RUN N01°13'37"E ALONG THE MONUMENT WEST LINE OF THE SOUTHEAST 1/4 OF SECTION 29, 1370.86 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 29; THENCE RUN S89°02'16"E ALONG THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4, 1133.47 FEET TO A CONCRETE MONUMENT; THENCE RUN S00°49'36"W, 459.00 FEET; THENCE RUN S83°20'05"E, 861.44 FEET; THENCE RUN N00°55'10"E, 506.66 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF SUNNYSIDE DRIVE, A MAINTENANCE RIGHT OF WAY; THENCE RUN S67°12'42"E ALONG SAID SOUTHERLY RIGHT OF WAY LINE, 586.83 FEET TO A CURVE ON THE WEST RIGHT OF WAY LINE, SAID CURVE BEING CONCAVE TO THE SOUTHWEST; THENCE RUN SOUTHEASTERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 68°13'25", A RADIUS OF 150.00 FEET, AN ARC LENGTH OF 178.61 FEET, A CHORD BEARING OF S33°06'00"E AND A CHORD DISTANCE OF 168.24 FEET; THENCE RUN S01°00'43"W ALONG SAID WEST RIGHT OF WAY LINE, 934.51 FEET TO THE POINT OF BEGINNING.

AND

BEGIN AT THE NORTHWEST CORNER OF SECTION 33, TOWNSHIP 19 SOUTH, RANGE 25 EAST, OF THE TALLAHASSEE MERIDIAN, LAKE COUNTY, FLORIDA, RUN THENCE EAST ON SECTION LINE

1263.8 FEET TO THE CENTER LINE OF SEABOARD AIR LINE RAILROAD; THENCE CONTINUE EAST ON SECTION LINE TO LAKE HARRIS; THENCE BACK TO POINT OF BEGINNING AND RUN SOUTH ON SECTION LINE 870 FEET; THENCE EAST 850.3 FEET TO CENTER LINE OF SEABOARD AIR LINE RAILROAD; RUN THENCE EAST TO LAKE HARRIS; THENCE IN A NORTHEASTERLY DIRECTION ALONG LAKE TO NORTH LINE ABOVE DESCRIBED; LESS THE WEST 10 FEET FOR ROAD RIGHT-OF-WAY, AND LESS; THE SOUTH 150 FEET OF THE NORTH 870 FEET OF GOVERNMENT LOT 1 OF SECTION 33, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA.

AND

BEGIN AT THE NORTHWEST CORNER OF SECTION 33, TOWNSHIP 19 SOUTH, RANGE 25 EAST, OF THE TALLAHASSEE MERIDIAN, LAKE COUNTY, FLORIDA, RUN THENCE EAST ON SECTION LINE 1263.8 FEET TO THE CENTER LINE OF SEABOARD AIR LINE RAILROAD; THENCE CONTINUE EAST ON SECTION LINE TO LAKE HARRIS; THENCE BACK TO POINT OF BEGINNING AND RUN SOUTH ON SECTION LINE 870 FEET; THENCE EAST 850.3 FEET TO CENTER LINE OF SEABOARD AIR LINE RAILROAD; RUN THENCE EAST TO LAKE HARRIS; THENCE IN A NORTHEASTERLY DIRECTION ALONG LAKE TO NORTH LINE ABOVE DESCRIBED LESS THE WEST 10 FEET FOR ROAD RIGHT-OF-WAY, AND LESS; THE SOUTH 150 FEET OF THE NORTH 870 FEET OF GOVERNMENT LOT 1 OF SECTION 33, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA.



DRAFT SUMMARY MINUTES OF THE REGULAR MEETING
OF THE PLANNING COMMISSION
VENETIAN CENTER
THURSDAY, AUGUST 19TH, 2021 - 4:30 P.M.

The Planning Commission of the City of Leesburg held its regular meeting Thursday, August 19th, 2021, at Venetian Center.

Chairman Ted Bowersox called the meeting to order at 4:30p.m.

The following Commission members were present:

Ted Bowersox – Chairman
Tim Sennett – Vice-Chair
John O’Kelley
Frazier Marshall
Michael Fitzpatrick
Nathaniel Sanders
Alfred Haliday
Ze’ Shieca Carter

The following Commission members were absent:

Chris Wood
Ze’Shieca Carter

City staff in attendance included Dan Miller, Planning & Zoning Manager, Sabrina Mitchell, Administrative Assistant II, Dianne Pacewicz, Planner, Careylee Simonds, Planner, Christine Rock, Senior Planner, Kandi Harper, Senior Planner and City Attorney Fred Morrison was also present.

The meeting opened with an invocation given by Chairman Bowersox, followed by the Pledge of Allegiance to the Flag.

Dan Miller informed the audience of the rules of participation and the need to sign the speaker’s registry. He also informed Commissioners and the audience that the City Commission meeting dates are tentatively scheduled.

Sabrina Mitchell swore in staff as well as anyone in the audience wishing to speak.

Chairman Bowersox called for the first case under old business be brought forward.

OLD BUSINESS

1) **PUBLIC HEARING CASE # SSCP-21-77 – SUNNYSIDE LAKE LAND HOLDING, LLC – SMALL SCALE COMPREHENSIVE PLAN AMENDMENT**

AN ORDINANCE AMENDING THE COMPREHENSIVE PLAN OF THE CITY OF LEESBURG, CHANGING THE FUTURE LAND USE DESIGNATION OF CERTAIN PROPERTY CONTAINING APPROXIMATELY 18.5 +/- ACRES, FROM LAKE COUNTY RURAL TO CITY OF LEESBURG ESTATE RESIDENTIAL FOR A PROPERTY GENERALLY LOCATED SOUTH OF U. S. HIGHWAY 441 AND EAST OF SUNNYSIDE DRIVE, AS LEGALLY DESCRIBED IN SECTION 33, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. **(CITY COMMISSION DATES ARE TENTATIVELY SCHEDULED FOR FIRST READING ON MONDAY, OCTOBER 11, 2021 AND SECOND READING ON MONDAY, OCTOBER 25, 2021)** (Sunnyside Landing)

Dan Miller asked permission from Chairman Bowersox to take these two cases together for discussion purposes; as they are related, and for clarity in the presentation; he requests to have separate votes afterward.

Dan Miller introduced case number #SSCP-21-77 – Sunnyside Lake Land Holding, LLC – Small Scale Comprehensive Plan Amendment and case number #PUD-21-78 Planned Unit Development 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 gave a background and explanation of the subject property, location, current zoning, requests, and went over PUD (Planned Unit Development).

Kandi Harper utilized a power point presentation to demonstrate the area of the proposed site for both cases.

Department Review Summary: This case was sent out to all the different departments for review, no substantive comments or objections received from the departments. Public responses – Lake County Schools indicated that proportionate share mitigation may be required, Lake County Public Works indicated access on Sunnyside will need to be toward the southern side of the projects, plus a requirement for sight distance analysis and Florida Greenbook (FDOT standards book), Sunnyside Drive will be widened of the entire frontage of the project, a sidewalk/trail will be required along Sunnyside Drive frontage, additional ROW along Sunnyside Drive may be required, internal pedestrian and bicycle connectivity will be required, and updated Traffic Impact Analysis

may be required with the future development plan submittals if the PUD is approved, drainage and flood study will be required. For these cases staff did receive significant public response.

Mr. Miller read the Staff Recommendations into the record; Staff recommended approval for the following reasons:

1. This project meets the requirements of Chapter 163.3184 Florida Statutes, for Small Scale Comprehensive Plan Amendments.
2. The proposed request for a Future Land Use of Estate Residential is compatible with the adjacent future land use designations of Lake County Rural Transition, Lake County Rural, and City of Leesburg Estate Residential.
3. The proposed request for a PUD (Planned Unit Development) zoning is compatible with the current surrounding zoning districts of Lake County R-1 (Rural Residential), Lake County R-3 (Medium Density Residential), and City of Leesburg PUD (Planned Unit Development).
4. The proposed future land use designation for the site is consistent with the City's Growth Management Plan, Future Land Use Element, Goal I, Objective 1.6.

Action Requested:

1. Vote to approve the Small Scale Comprehensive Plan designation from Lake County Rural Residential to City of Leesburg Estate Residential and forward the recommendation to the City Commission for consideration.

Commissioners, and Mr. Miller discussed these zonings; how many units allowed per acre; Dan Miller replied total gross density of 1.17; entire property, City of Leesburg always used gross density on all development to keep it simple and consistent; group them together; wetlands, Dan Miller replied that's correct, computed density; excluding the wetlands; part of total acreage, Dan Miller replied not that I am aware of the City goes by gross density, recommendations from the committee; no commitment from the City Commission; subject to their review at that point in time, Dan Miller replied you can put any size lot in a PUD; no bearing; irrelevant, number of lots based on square footage, total number of lots; no breakdown in packet, roughly 50' lots each, site plan; review of buffers; green area, distance; along the road, exposure to street; larger lots, Sunnyside Drive; 12 lots, rear; abuts ROW, type of buffer, developer; if approved; put fence up, communication; County road improvements, distance; going back to north; road improvement, road; narrow, issue, will activity encourage; road improvements, square footage; house, considered wall; along Sunnyside, problem with that many homes, size of lots; homes, thanks applicant for enlarging lot size; east side; waterfront lots, to create estate homes on Lake Terrace; not a good fit for area, point of order for Council; item number (1) 21-77, can these be separated out, approve; asking for, likes lakefront plans; with four lots; instead of 16.

City Attorney Fred Morrison replied there's really no basis to do that because it's a unified application.

Chairman Bowersox stated if the Commission have any other questions.

Greg Beliveau of the LPG Planning Group in Mt. Dora gave a detailed presentation on the subject property, and stated he computed the density with the wetlands taken out; property; two tracts; apparent tract; west side of Sunnyside, annexation; 18 acres on east side, total of 139 acres, PUD; 18 lots, on 18 acres; lake, revised; four lots on 18 acres; consistent with current rural land designations; kept to four units; 1 to 5, consistent; Lakefront development, apparent; tract, density; 1.7, gross; net 1.6, 97.1 acres; upland; still under 2, PUD; required open space; 30%; giving 52.9% open space; include upland; 32 acres; upland open space, compact development, different lot sized, large lots; on lake, spreading out, project; in fill tract, subdivisions; exists, density; consistent, 1 unit per acre, to 2 units per acre, coordinate with Lake County; roads; system abuts property; Lake County; repaved a portion of Sunnyside, coordinated with Lake County curb; buffer, take additional ROW; will work with the County, will wait for discussion from our opposition, and will be glad to wait for an opportunity to rebuttal and will answer any other questions.

Chairman Bowersox stated all people here to speak on this case please stand up and be sworn in.

Citizens' comments and concerns were based on: clarification on which case# PUD-19-222 or PUD-21-78, annexation clarification; 18.5 acres, Dan Miller replied the correct case# is PUD-21-78; it was just showing the previous case numbers, and also stated annexations are heard at the City Commission; Murray Tucker representing the Sunnyside Property Owners Association; packet handed out to the Commission; concerned citizens; expressing concern about the growth; Sunnyside task force; from all angles; made recommendations; density, County GIS map, subject property; outlined in red; 50% lies; in the low, 1 to 1; other half; 1 to 3, greatly exceeds; City plans, adopted by Ordinance; from the City of Leesburg, 97.1 buildable acres; not correct, substantial; wetlands, clustered development; surrounded by modern developments, 5 acre lots; substantially large; houses, south Sunny Ridge Court; all lots 1.55 over 2 acres; multiple houses; over 4000 square foot houses; deed restrictions, north; 5 acre lots; wetlands; deducted, well over 2 acres lots; deed restrictions; 3800 square foot houses, half; wetlands, City denied; 139 units, small lots, houses within 15' of one another, so inconsistent, asking for denial; does not fit within modern surrounding areas, very charming, nice, rural, this project; ugly, ruins it, roads; not good, we don't want it, City; lose magnificent piece of property, very crowded, need housing; if everything in Sunnyside; 5 acres lots; nobody would be here, wetland; concerns, infrastructure; not laid out, to allow additional homes.

Zach Broom with Bone and Troth in Eustis obtained by Mr. Murray Tucker stated his comments are focusing on Code, PUD application, and the history of the project; current zoning; estate residential and PUD, original PUD application; done back in 2005, City; doesn't use; net density, back then City approved 120 units; PUD, gross density couldn't exceed 1 unit per acre, with a net density not to exceed 1.7 per residential units; City; previous analyzed; net density, City of Leesburg own code Section 25-280; read into the record, PUD application; lot sizes; read into the record, density allowable by Code; RE-1; don't meet; current zoning, residential estate; don't match; not

consistent; underlying zoning; PUD application, modified application; similar application; denied last year, never reached PUD portion, City Council; denied the Comprehensive Plan Amendment; premature, density not consistent for significant portion of the property.

Greg Beliveau addressed comments from Commission and stated we do have the total number of lots split up, only placed 50' located; interior pod; open space, (47) 50' wide lots; maybe 50, all the ones along the frontage along Sunnyside; 80', along north area/interior loop; 70, along property boundaries; 80', roughly 50' lots each+/_ rebuttal; wetlands account for 30%; site, previous PUD; density; current net; 1.68; still within perimeters; old guidelines; not violated, look at criteria; within perimeter, exceeded open space requirements, clustered everything; internally, put largest lots; along perimeters; drove by property; see buffer/second largest lot, explained the green area of the site plan, distance; 1000', distance around the road; approximately 70', all oak trees, exposure to street; large lots; buffers along the road, orange grove; one lot, 25' landscape buffer; along Sunnyside Drive, fence; not required, maybe fence; noise,, have to improve roads; entry feature, owner already donated ROW; frontage, future improvements, developer; not required to improve road; distance going back to north, County hasn't expressed any details; road improvements, outlined in PUD; different lot sizes/dimensions, market; housing requirements/needs; several markets, housing addressed in medical fields, doctors, employers; fighting to keep employees, can't find place to live, not singular market, across the board, need housing in this county, wall considered; haven't discounted any options.

Chairman Bowersox closes the discussion from the Public and then asked if the Commission have any further discussion.

Chairman Bowersox entertained a motion, and then the voting took place.

Commissioner Marshall made a MOTION for DENIAL of case # SSCP-21-77 – SUNNYSIDE LAKE LAND HOLDING, LLC – SMALL SCALE COMPREHENSIVE PLAN AMENDMENT Vice-Chairman Sennett SECONDED the MOTION which CARRIED UNANIMOUSLY by a vote of 7-0.

Chairman Bowersox called for the second case under old business be brought forward.

2) PUBLIC HEARING CASE # PUD-21-78 – SUNNYSIDE LAKE LAND HOLDING, LLC – PLANNED UNIT DEVELOPMENT REZONING

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, REZONING APPROXIMATELY 139 +/- ACRES FROM LAKE COUNTY R-1 (RURAL RESIDENTIAL) AND CITY OF LEESBURG PUD (PLANNED UNIT DEVELOPMENT) TO CITY OF LEESBURG PUD (PLANNED UNIT DEVELOPMENT), TO ALLOW FOR RESIDENTIAL DEVELOPMENT FOR A PROPERTY GENERALLY LOCATED SOUTH OF U. S. HIGHWAY 441 AND EAST AND WEST OF SUNNYSIDE DRIVE AS LEGALLY DESCRIBED IN SECTIONS 29, 32, AND 33, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN

EFFECTIVE DATE. (CITY COMMISSION DATES ARE TENTATIVELY SCHEDULED FOR FIRST READING ON MONDAY, OCTOBER 11, 2021 AND SECOND READING ON MONDAY, OCTOBER 25, 2021)
(Sunnyside Landing)

Mr. Miller read the Staff Recommendations into the record; Staff recommended approval for the following reasons:

1. The proposed request for a PUD (Planned Unit Development) zoning is compatible with the current surrounding zoning districts of Lake County R-1 (Rural Residential), Lake County R-3 (Medium Density Residential), and City of Leesburg PUD (Planned Unit Development).
2. The proposed request for a Future Land Use of Estate Residential is compatible with the adjacent future land use designations of Lake County Rural Transition, Lake County Rural, and City of Leesburg Estate Residential.
3. The proposed zoning designation for the site is consistent with the City's Growth Management Plan, Future Land Use Element, Goal I, Objective 1.6.

Action Requested:

1. Vote to approve the proposed rezoning from Lake County R-1 (Rural Residential) and City of Leesburg PUD (Planned Unit Development) to City of Leesburg PUD (Planned Unit Development) and forward the recommendation to the City Commission for consideration.

Chairman Bowersox entertained a motion, and then the voting took place.

Commissioner Haliday made a MOTION for DENIAL of case # PUD-21-78 – SUNNYSIDE LAKE LAND HOLDING, LLC – PLANNED UNIT DEVELOPMENT REZONING Vice-Chairman Sennett SECONDED the MOTION which CARRIED UNANIMOUSLY by a vote of -0.

NEW BUSINESS

Chairman Bowersox called for the first case under new business be brought forward.

DISCUSSION

None

ANNOUNCEMENTS

None

ADJOURNMENT

Approximately 5:40 p.m.

Ted W. Bowersox, Chairman

Sabrina Mitchell, Administrative Assistant II

DRAFT



**CITY OF LEESBURG PLANNING & ZONING DIVISION
RECOMMENDATIONS**

DATE: August 19, 2021
OWNER: Sunnyside Lake Land Holding, LLC; Dr. Eric Coe
PETITIONER: Sunnyside Lake Land Holding, LLC; Dr. Eric Coe
PROJECT: Sunnyside Landing
REQUEST: Planned Unit Development
CASE NO.: PUD-21-78

THE PLANNING & ZONING DIVISION RECOMMENDS:

APPROVAL of the request

for the following reason(s):

1. The proposed request for a PUD (Planned Unit Development) zoning is compatible with the current surrounding zoning districts of Lake County R-1 (Rural Residential), Lake County R-3 (Medium Density Residential), and City of Leesburg PUD (Planned Unit Development).
2. The proposed request for a Future Land Use of Estate Residential is compatible with the adjacent future land use designations of Lake County Rural Transition, Lake County Rural, and City of Leesburg Estate Residential.
3. The proposed zoning designation for the site is consistent with the City's Growth Management Plan, Future Land Use Element, Goal I, Objective 1.6.

Action Requested:

1. Vote to approve the proposed rezoning from Lake County R-1 (Rural Residential) and City of Leesburg PUD (Planned Unit Development) to City of Leesburg PUD (Planned Unit Development) and forward the recommendation to the City Commission for consideration.

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

DATE: May 27, 2021
OWNER: Sunnyside Lake Land Holding, LLC and Cenizo Ventures, LLC
PETITIONER: Greg Beliveau, AICP, LPG Urban & Regional Planners, Inc.
PROJECT: Sunnyside Landing
REQUEST: Planned Unit Development
CASE NO.: PUD-21-78

GENERAL LOCATION: South of U. S. Highway 441 and east and west of Sunnyside Drive.

FUTURE LAND USE DESIGNATION: City of Leesburg Conservation, City of Leesburg Estate Residential, and Lake County Rural

SURROUNDING FUTURE LAND USE DESIGNATION:

North – Lake County Rural Transition
South – Lake County Conservation and Lake County Rural
East – Lake County Rural Transition
West – City of Leesburg Conservation, City of Leesburg Estate Residential, Lake County Rural Transition, and Lake County Rural

PROPOSED FUTURE LAND USE DESIGNATION: Proposed FLU change from Lake County Rural to City of Leesburg Estate Residential (LSCP-21-77) for 18.5 +/- acres of the 139 +/- acres included in the proposed PUD; a FLU change has not been requested for the remaining acreage.

EXISTING ZONING DESIGNATION: Lake County R-1 (Rural Residential) and City of Leesburg PUD (Planned Unit Development)

SURROUNDING ZONING DESIGNATIONS:

North – Lake County R-1 (Rural Residential)
South – Lake County R-1 (Rural Residential) and Lake County R-3 (Medium Residential)
East – Lake County R-1 (Rural Residential)
West – Lake County R-1 (Rural Residential) and City of Leesburg R-1-A (Single Family Residential)

PROPOSED ZONING DESIGNATION: PUD (Planned Unit Development)

EXISTING LAND USE: Single family residence and timber

SURROUNDING EXISTING LAND USE:

North – Single Family, Timber, Vacant Residential
South – Vacant Residential, Government Wetland, Single Family Lakefront
East – Church Camp/Retreat Center
West – Single Family, Wetland, Pasture Improved

PROPOSED LAND USE: Single family residential subdivision

MEMORANDUM

TO: POLICE, FIRE, ELECTRIC, WATER DISTRIBUTION, WATER BACKFLOW, WASTEWATER, STORMWATER, GAS, BUILDING, SURVEY, ADDRESSING, ECONOMIC DEVELOPMENT & PUBLIC WORKS/ENGINEERING

FROM: Sabrina Mitchell, Administrative Assistant II

DATE: May 7, 2021

OWNER: Sunnyside Lake Land Holding, LLC and Cenizo Ventures, LLC
PETITIONER: Greg Beliveau, AICP, LPG Urban & Regional Planners, Inc.
PROJECT: Sunnyside Landing
REQUEST: Planned Unit Development
CASE NO.: PUD-21-78

PRESENT USE OF PROPERTY: Single family residence and timber

PROPOSED USE OF PROPERTY: Single Family Residential subdivision

The City of Leesburg Planning Commission will hold a public hearing on **Thursday, May 27, 2021, at 4:30 pm** to consider a request from Greg Beliveau, AICP, LPG Urban & Regional Planners, Inc. on behalf of Sunnyside Lake Land Holding, LLC and Cenizo Ventures, LLC to **Rezone** (Case #: PUD-21-78) 139 +/- acres from Lake County R-1 (Rural Residential) and City of Leesburg PUD (Planned Unit Development) to City of Leesburg PUD (Planned Unit Development) to allow for development of a residential subdivision. The property is generally located south of U. S. Highway 441 and east and west of Sunnyside Drive as shown on the attached map. The current use of the subject property is single-family residence and timber.

Special Districts - Is the site located within any of the following areas?

NO Historic District NO TDO or CDO Overlay Districts NO 27/441 CRA
NO Greater Leesburg CRA NO Carver Heights/Montclair CRA

Follow the path below to find the application that was submitted for review, maps and other pertinent information for the project:

City of Leesburg reviewers:

[\\leesweb4\ftp](#) > Community Development > Sunnyside Landing

Reviewers outside agencies:

<ftp://ftp.leesburgflorida.gov> > Community Development > Sunnyside Landing

Please review the project for service delivery or related issues and e-mail any comments no later than Friday, May 21, 2021.

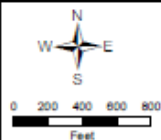
City Commission has specifically requested that all departments comment on all cases. Even if you have no comment, please sign off on all cases.

Thank you for your prompt attention to this matter.

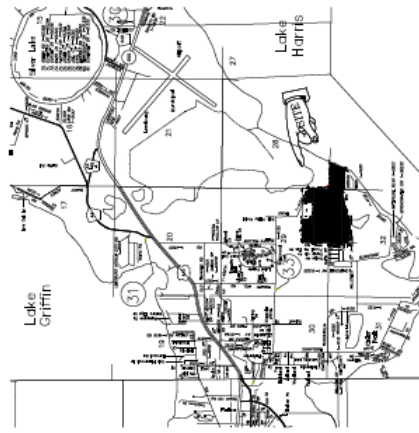
Aerial



**Planning
& Zoning
Division**

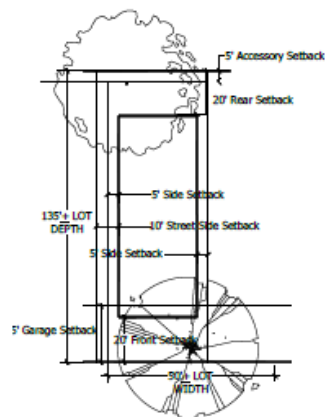


PUD-21-78 - Sunnyside Landing
AK #s: 1207100, 1207118, 1207185, 1207789, 1207819, 1704006
Sections 29, 32 & 33, Township 19, Range 25
April 30, 2021

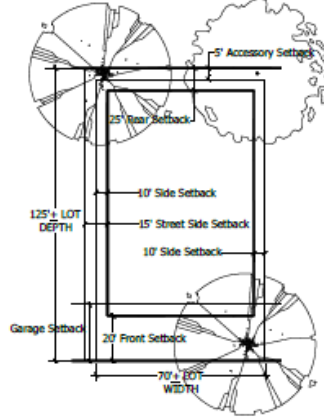


location map
no scale

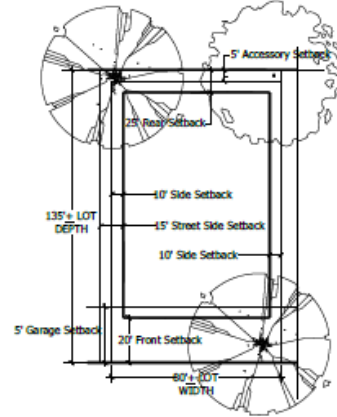




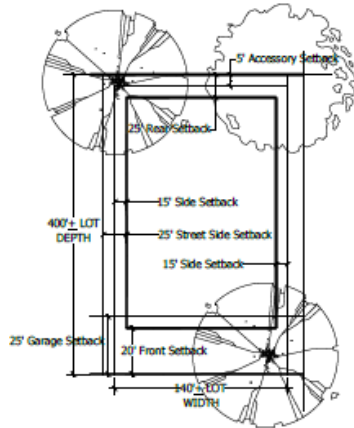
TYPICAL 50' SINGLE FAMILY LOT
6,750 SQ FT ±



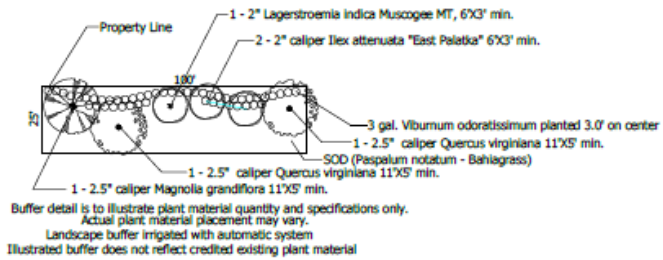
TYPICAL 70' SINGLE FAMILY LOT
8,750 SQ FT ±



TYPICAL 80' SINGLE FAMILY LOT
10,800 SQ FT ±

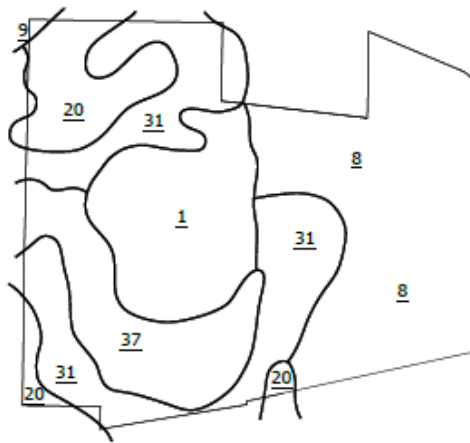


TYPICAL 1 ACRE SINGLE FAMILY LOT
43,560 SQ FT ±



100 Feet of
Typical 25' Landscape Buffer
not to scale

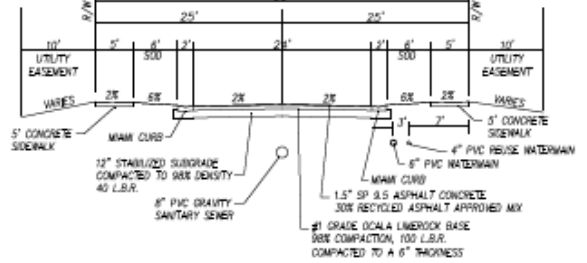
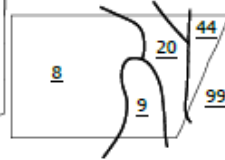
9
20
31
20
gel



general soils map
no scale

Soils:

- 1 Sparn Sand, 0 to 5% slopes
- 8 Candler sand, 0 to 5% slopes
- 9 Candler sand, 5 to 12% slopes
- 20 Immokalee sand
- 31 Ocoee mucky peat
- 37 Elizay sand
- 44 Swamp
- 99 water



TYPICAL ROADWAY SECTION

Notes

Total Project Acreage: 139 Acres: (6,054,840 sq ft.)
 Existing Zoning: City of Leesburg PUD, Lake County A
 Proposed Zoning: City of Leesburg PUD
 Adjacent Zoning: North - Lake County R-1
 South - Lake County R-1
 East - Lake County R-1
 West - City of Leesburg R1-A
 Existing Future Land Use: Estate Residential and LC Rural
 Proposed Future Land Use: Estate Residential
 Proposed Use: 163 single family residential lots
 Gross density 1.17 DU/AC
 Flood Zone: As noted on survey
 Wetlands: 44.4 acres
 Open Space: 41.20 acres - 30%
 Soils as noted: Shown on soils map
 Sewer and water service from the City of Leesburg, re-use water service when it becomes available.
 Landscape buffers as required
 City of Leesburg Electric
 All Easements will be maintained by the POA
 Stormwater management will be through a system of swales and dry retention ponds.

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

Maximum allowable building height 35'

Buffers:

- North - 25'
- South - 25'
- East - 25'
- West - 25'

Utilities, police, water, sewer and fire protection will be provided by City of Leesburg.

Stormwater management will be through a system of swales, wet and dry bottom retention ponds as required.

Landscaping and buffers to meet City of Leesburg Ordinance 11-89

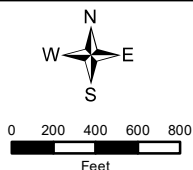
Existing vegetation to be utilized in landscape buffers wherever possible

This project will be developed in multiple phases. Each phase, as it develops, shall have the necessary infrastructure to serve that phase. Phases may be further subdivided into multiple sub-phases. Minimum living area 1,500 sf

Aerial



**Planning
& Zoning
Division**

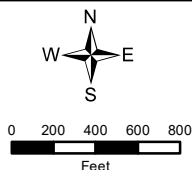


PUD-21-78 - Sunnyside Landing
AK #s: 1207100, 1207118, 1207185, 1207789, 1207819, 1704006
Sections 29, 32 & 33, Township 19, Range 25
April 30, 2021

Lake County Zoning

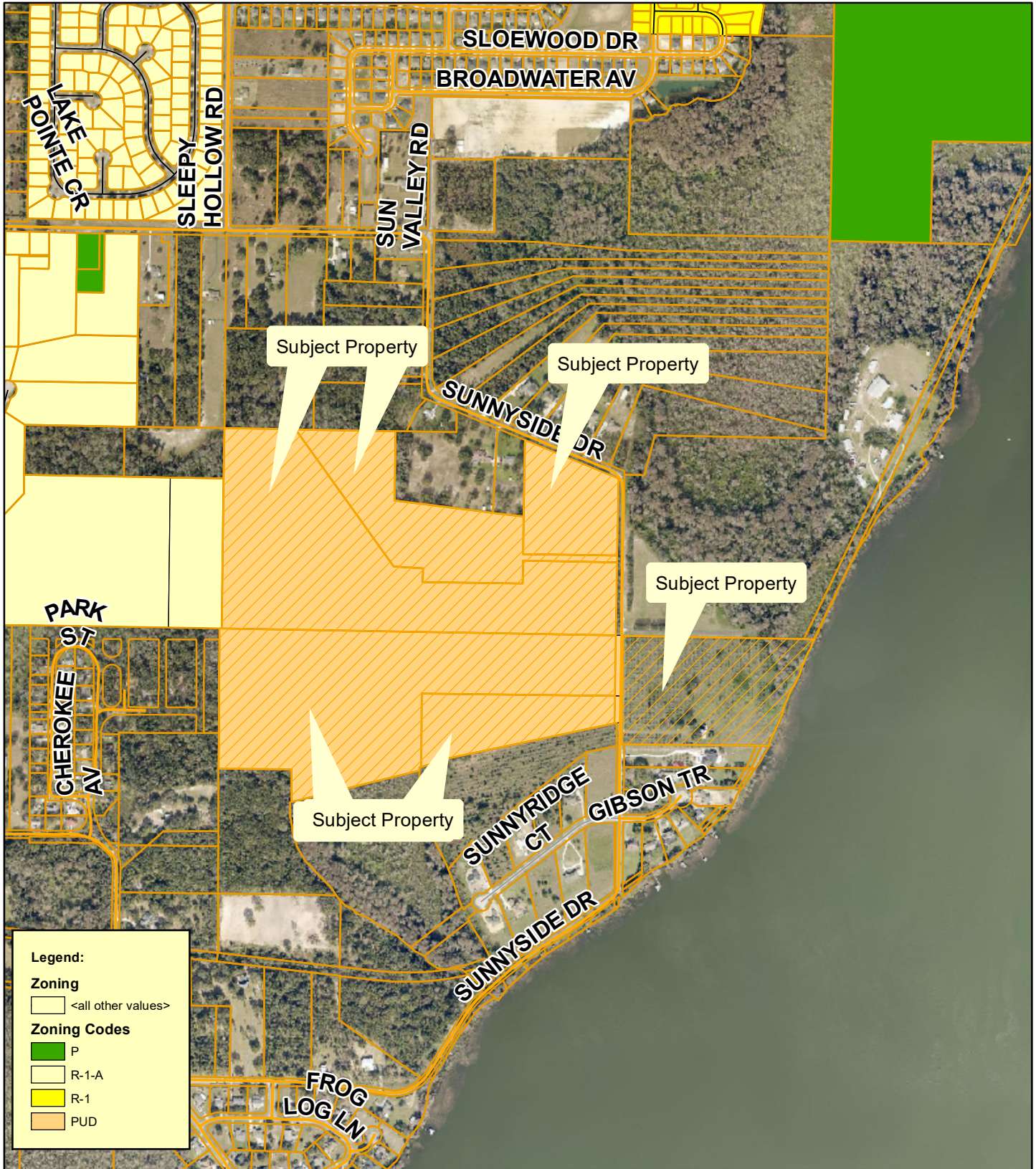


**Planning
& Zoning
Division**

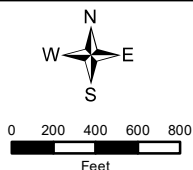


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Zoning

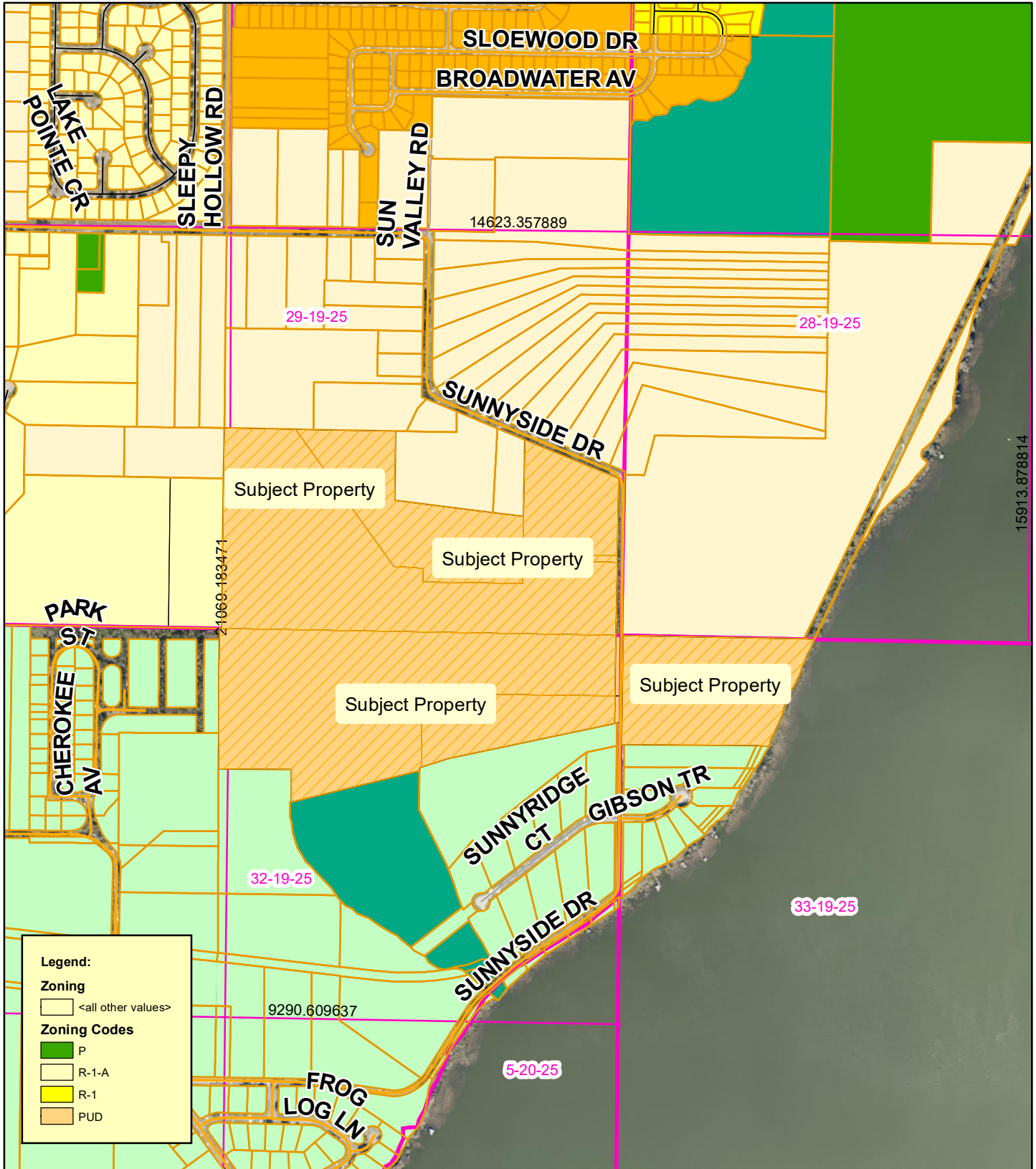


**Planning
& Zoning
Division**

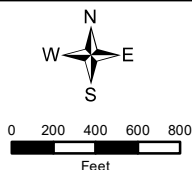


PUD-21-78 - Sunnyside Landing
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Sections 29, 32 & 33, Township 19, Range 25
April 30, 2021

Proposed Zoning



**Planning
& Zoning
Division**



PUD-21-78 - Sunnyside Landing
AK #s: 1207100, 1207118, 1207185, 1207789, 1207819, 1704006
Sections 29, 32 & 33, Township 19, Range 25
April 30, 2021

Miscellaneous Accounts Receivable Customers With Unpaid Balances
Prepared by Finance
August 31, 2021

CURRENTLY WORKED BY PROVIDING DEPARTMENT OR FINANCE

013 Fund

Arnold, Dorian	Working with Housing Dept	Housing Rent	\$	2,425.00
Tucker, Shetonia	Working with Housing Dept	Housing Rent	\$	1,400.00
			\$	3,825.00

041 Fund

Angulo, Carlos Alberto		Damage to City Property	\$	5,714.13
Branam, James Construction		Damage to City Property	\$	698.24
Elliott, Lauren E		Damage to City Property	\$	2,096.98
Foster, Steven Michael		Damage to City Property	\$	6,811.07
Harrison, Randy Jay		Damage to City Property	\$	5,780.41
Holston, Judith		Damage to City Property	\$	1,044.05
Humphreys, Brian Conrad		Damage to City Property	\$	600.67
Slayton-Munday, Steven		Damage to City Property	\$	671.62
Stiglianese, Margaret		Damage to City Property	\$	381.26
White, Christina		Damage to City Property	\$	4,502.90
			\$	28,301.33

042 Fund

Infinite Communications		Damage to City Property	\$	6,812.37
			\$	6,812.37

048 Fund

Brown, Ashley		Damage to Airport Property	\$	530.00
Greenslade, John		Airport Rent	\$	615.65
			\$	1,145.65

013 FUND TOTAL	\$	3,825.00		
041 FUND TOTAL	\$	28,301.33		
42 FUND TOTAL	\$	6,812.37		
48 FUND TOTAL	\$	1,145.65		
	\$	40,084.35		
			Total	\$ 40,084.35

Expected write offs as of Aug 31, 2021

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 2019 and 2020.

Fiscal Write Off Year	Projected Written Off	Actual Written Off	Add'l Amount Collected
2019-2020	\$ 284,281	666,005	381,724
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 2020 - Month by Month
10/01/19- 09/30/20

Month	Amount Written Off	Number of Accounts	
		Commercial	Residential
October	\$ 19,944	1	77
November	31,154	4	86
December	36,983	0	96
January	37,762	6	101
February	26,751	3	80
March	19,023	5	68
April	32,336	4	81
May	21,442	5	53
June	17,783	3	64
July	17,863	3	51
August	7,320	0	29
September	15,920	2	35
Accounts to be written off*	\$ 284,281	36	821
Prior Yr to Date	\$ 342,912	47	887
difference - () negative	\$ 58,631	11	66

Average Account Balance	
Commercial	Residential
142.21	257.17
128.78	326.26
0.00	385.24
259.66	358.46
326.45	322.14
267.03	256.20
316.00	383.60
268.40	379.22
432.26	257.60
1,371.46	269.58
0.00	252.40

Projected
Fiscal year 2020 - Month by Month
10/01/20- 09/30/21

Month	Amount Written Off	Number of Accounts		Average Account Balance	
		Commercial	Residential	Commercial	Residential
October	\$ 19,918	3	53	511.79	346.85
November	41,356	6	79	247.65	504.69
December	36,068	3	77	546.70	445.82
January	40,881	4	77	107.41	530.92
February	41,591	2	85	333.51	481.46
March	24,850	1	51	28.37	496.43
April	29,628	2	62	84.85	475.14
May	15,228	1	45	1,033.28	315.45
June	23,799	2	64	220.87	364.96
July	12,964	1	54	86.00	238.48
August	12,097	3	34	1,915.35	186.80
September					
Accounts to be written off*	\$ 298,381	28	681		
Prior Yr to Date	\$ 268,361	34	786		
difference - () negative	\$ 30,020	(6)	(105)		

City of Leesburg, Florida
Report of Receipts and Disbursements by Fund
For the Period Beginning On Oct. 1, 2020 and Ending on Aug 31, 2021

Prepared by: Finance Department

Fund Name	Adopted Budget	Receipts				Budget Balance
		Revenues Amount	Non-Revenue Receipts * Amount	Total Receipts Amount	Percentage	
001 General Fund	\$ 27,114,473	\$ 18,242,616	\$ 9,477,833	\$ 27,720,449	102%	(\$ 605,976)
Special Revenue Funds						
013 Housing Assistance	126,457	65,790	0	65,790	52%	60,667
021 Debt Service Fund	1,481,480	0	1,613,347	1,613,347	109%	(131,867)
031 Capital Projects Fund	11,394,716	431,081	817,985	1,249,065	11%	10,145,651
132 Local Option Sales Tax	1,716,910	2,150,514	0	2,150,514	125%	(433,604)
121 Police Forfeiture Fund	6,413	589	0	589	9%	5,824
122 Police Education Fund	5,500	4,327	0	4,327	79%	1,173
133 Gas Tax	1,098,380	654,822	0	654,822	60%	443,558
141 Police Impact Fees	106,946	255,255	0	255,255	239%	(148,309)
142 Fire Impact Fees	0	21,880	0	21,880	0%	(21,880)
143 Recreation Impact Fees	0	200,264	0	200,264	0%	(200,264)
151 Building Fund	1,290,859	893,623	49,740	943,363	73%	347,496
Community Redevelopment Agencies						
016 Greater Leesburg CRA Fund	656,659	545,685	0	545,685	83%	110,974
017 Carver Heights CRA Fund	435,309	414,787	0	414,787	95%	20,522
018 Highway 27/441 CRA Fund	1,164,353	1,193,481	0	1,193,481	103%	(29,128)
Total General Governmental Funds	46,598,455	25,074,714	11,958,904	37,033,619	79%	9,564,836
Enterprise Funds						
014 Stormwater Utility Fund	1,754,139	1,492,274	0	1,492,274	85%	261,865
041 Electric Utility Fund	73,832,723	54,047,400	625,404	54,672,804	74%	19,159,919
042 Gas Utility Fund	7,460,027	6,890,029	243,419	7,133,448	96%	326,579
043 Water Utility Fund	11,028,719	8,720,333	184,864	8,905,197	81%	2,123,522
044 Wastewater Utility Fund	39,842,186	14,001,789	0	14,001,789	35%	25,840,397
046 Sanitation Services Fund	4,378,632	4,169,065	0	4,169,065	95%	209,567
048 Airport Fund	8,980,741	7,175,492	0	7,175,492	80%	1,805,249
Internal Service Funds						
064 Health Insurance Fund	8,062,269	7,902,122	1,000,000	8,902,122	110%	(839,853)
065 Workers' Compensation Insurance Fund	1,404,955	668,083	0	668,083	48%	736,872
066 Risk Management Fund	822,063	836,292	0	836,292	102%	(14,229)
510 Fleet Maintenance Fund	4,282,875	2,604,079	1,124,588	3,728,667	87%	554,208
Pension Trust Funds						
061 Municipal Police Retirement Trust Fund	1,749,704	6,818,490	0	6,818,490	390%	(5,068,786)
062 Municipal Firemen's Retirement Trust Fund	1,498,794	6,305,432	0	6,305,432	421%	(4,806,638)
063 General Employees' Retirement Fund	3,057,439	9,921,218	0	9,921,218	324%	(6,863,779)
Total All Funds	\$ 214,753,721	\$ 156,626,810	\$ 15,137,179	\$ 171,763,990	80%	\$ 42,989,731

* Interfund Charges and Transfers, Developer Contributions, and Debt Proceeds

NOTE - Amounts may not sum due to rounding.

City of Leesburg, Florida
Report of Receipts and Disbursements by Fund
For the Period Beginning On Oct. 1, 2020 and Ending on Aug 31, 2021

Prepared by: Finance Department

Fund Name	Disbursements			Budget Balance	Excess of Receipts Over (Under) Disbursements
	Adopted Budget	Amount	Percentage		
<u>General Fund</u>	\$ 27,114,473	\$ 25,508,063	94%	\$ 1,606,410	\$ 2,212,386
<u>Special Revenue Funds</u>					
Housing Assistance	126,457	119,655	95%	6,802	(53,865)
Debt Service Fund	1,481,480	1,612,862	109%	(131,382)	485
Capital Projects Fund	11,394,716	6,953,384	61%	4,441,332	(5,704,319)
Local Option Sales Tax	1,716,910	1,356,725	79%	360,185	793,789
Police Forfeiture Fund	6,413	0	0%	6,413	589
Police Education Fund	5,500	6,027	110%	(527)	(1,699)
Gas Tax	1,098,380	1,018,619	93%	79,761	(363,797)
Police Impact Fees	106,946	108,071	101%	(1,125)	147,183
Fire Impact Fees	0	260	0%	(260)	21,620
Recreation Impact Fees	0	9,820	0%	(9,820)	190,444
Building Fund	1,290,859	1,200,238	93%	90,621	(256,875)
<u>Community Redevelopment Agencies</u>					
Greater Leesburg CRA Fund	656,659	595,754	91%	60,905	(50,069)
Carver Heights CRA Fund	435,309	144,585	33%	290,724	270,202
Highway 27/441 CRA Fund	1,164,353	543,299	47%	621,054	650,182
<u>Total General Governmental Funds</u>	46,598,455	39,177,361	84%	7,421,094	(2,143,742)
<u>Enterprise Funds</u>					
Stormwater Utility Fund	1,754,139	1,089,875	62%	664,264	402,400
Electric Utility Fund	73,832,723	54,345,946	74%	19,486,777	326,858
Gas Utility Fund	7,460,027	5,618,064	75%	1,841,963	1,515,384
Water Utility Fund	11,028,719	7,205,985	65%	3,822,734	1,699,212
Wastewater Utility Fund	39,842,186	9,426,948	24%	30,415,238	4,574,841
Sanitation Services Fund	4,378,632	4,107,421	94%	271,211	61,643
Airport Fund	8,980,741	2,268,617	25%	6,712,124	4,906,875
<u>Internal Service Funds</u>					
Health Insurance Fund	8,062,269	7,959,762	99%	102,507	942,360
Workers' Compensation Insurance Fund	1,404,955	1,646,750	117%	(241,795)	(978,667)
Risk Management Fund	822,063	836,843	102%	(14,780)	(551)
Fleet Maintenance Fund	4,282,875	3,411,354	80%	871,521	317,313
<u>Pension Trust Funds</u>					
Municipal Police Retirement Trust Fund	1,749,704	1,041,875	60%	707,829	5,776,614
Municipal Firemen's Retirement Trust Fund	1,498,794	1,366,625	91%	132,169	4,938,806
General Employees' Retirement Fund	3,057,439	2,693,949	88%	363,490	7,227,269
Total All Funds	\$ 214,753,721	\$ 142,197,377	66%	\$ 72,556,344	\$ 29,566,613

City of Leesburg, Florida
Report of Receipts and Disbursements by Fund
For the Period Beginning On Oct 1, 2019 and Ending on Aug 31, 2020

Prepared by: Finance Department

Fund Name	Adopted Budget	Receipts				Budget Balance
		Revenues Amount	Non-Revenue Receipts * Amount	Total Receipts Amount	Percentage	
001 General Fund	\$ 29,571,716	\$ 15,582,942	\$ 9,866,207	\$ 25,449,149	86%	\$4,122,567
Special Revenue Funds						
013 Housing Assistance	108,383	86,183	0	86,183	80%	22,200
021 Debt Service Fund	1,407,263	0	3,031,894	3,031,894	215%	(1,624,631)
031 Capital Projects Fund	13,975,779	292,915	5,630,222	5,923,137	42%	8,052,642
132 Local Option Sales Tax	2,676,080	1,858,325	0	1,858,325	69%	817,755
121 Police Forfeiture Fund	14,325	2,122	0	2,122	15%	12,203
122 Police Education Fund	5,500	3,930	0	3,930	71%	1,570
133 Gas Tax	1,084,566	617,241	407,976	1,025,217	95%	59,349
141 Police Impact Fees	31,500	156,475	0	156,475	497%	(124,975)
142 Fire Impact Fees	-	18,174	0	18,174	0%	(18,174)
143 Recreation Impact Fees	167,579	120,022	0	120,022	72%	47,557
151 Building Fund	1,185,338	995,516	29,720	1,025,236	86%	160,102
Community Redevelopment Agencies						
016 Greater Leesburg CRA Fund	492,670	433,034	78,120	511,154	104%	(18,484)
017 Carver Heights CRA Fund	417,131	328,651	0	328,651	79%	88,480
018 Highway 27/441 CRA Fund	761,019	799,641	0	799,641	105%	(38,622)
Total General Governmental Funds	51,898,849	21,295,172	19,044,139	40,339,311	78%	11,559,538
Enterprise Funds						
014 Stormwater Utility Fund	2,635,749	1,474,756	542,486	2,017,242	77%	618,507
041 Electric Utility Fund	75,835,470	53,469,452	551,387	54,020,840	71%	21,814,630
042 Gas Utility Fund	7,805,000	6,744,253	96,639	6,840,892	88%	964,108
043 Water Utility Fund	9,916,094	8,812,612	966,801	9,779,413	99%	136,681
044 Wastewater Utility Fund	34,722,225	12,463,064	638,022	13,101,085	38%	21,621,140
046 Sanitation Services Fund	4,020,709	4,299,102	0	4,299,102	107%	(278,393)
048 Airport Fund	6,411,962	1,469,734	0	1,469,734	23%	4,942,228
Internal Service Funds						
064 Health Insurance Fund	6,144,545	5,643,993	0	5,643,993	92%	500,552
065 Workers' Compensation Insurance Fund	701,074	651,536	0	651,536	93%	49,538
066 Risk Management Fund	698,693	777,386	0	777,386	111%	(78,693)
510 Fleet Maintenance Fund	5,330,243	2,997,203	1,329,080	4,326,284	81%	1,003,959
Pension Trust Funds						
061 Municipal Police Retirement Trust Fund	1,611,225	3,622,403	0	3,622,403	225%	(2,011,178)
062 Municipal Firemen's Retirement Trust Fund	1,552,419	4,117,240	0	4,117,240	265%	(2,564,821)
063 General Employees' Retirement Fund	3,106,400	3,379,782	0	3,379,782	109%	(273,382)
Total All Funds	\$ 212,390,657	\$ 131,217,688	\$ 23,168,555	\$ 154,386,243	73%	\$ 58,004,414

NOTE - Amounts may not sum due to rounding.

* Interfund Charges and Transfers, Developer Contributions, and Debt Proceeds

City of Leesburg, Florida
Report of Receipts and Disbursements by Fund
For the Period Beginning On Oct 1, 2019 and Ending on Aug 31, 2020

Prepared by: Finance Department

Fund Name	Disbursements			Budget Balance	Excess of Receipts Over (Under) Disbursements
	Adopted Budget	Amount	Percentage		
<u>General Fund</u>	\$ 29,571,716	\$ 28,692,133	97%	\$ 879,583	(\$ 3,242,984)
<u>Special Revenue Funds</u>					
Housing Assistance	108,383	114,317	105%	(5,934)	(28,133)
Debt Service Fund	1,407,263	1,535,057	109%	(127,794)	1,496,837
Capital Projects Fund	13,975,779	4,521,709	32%	9,454,070	1,401,428
Local Option Sales Tax	2,676,080	2,362,083	88%	313,997	(503,758)
Police Forfeiture Fund	14,325	9,890	69%	4,435	(7,768)
Police Education Fund	5,500	5,851	106%	(351)	(1,921)
Gas Tax	1,084,566	827,125	76%	257,441	198,092
Police Impact Fees	31,500	16,961	54%	14,539	139,515
Fire Impact Fees	0	240	0%	(240)	17,934
Recreation Impact Fees	167,579	247,900	148%	(80,321)	(127,878)
Building Fund	1,185,338	842,149	71%	343,189	183,087
<u>Community Redevelopment Agencies</u>					
Greater Leesburg CRA Fund	492,670	460,609	93%	32,061	50,545
Carver Heights CRA Fund	417,131	329,568	79%	87,563	(917)
Highway 27/441 CRA Fund	761,019	505,019	66%	256,000	294,622
<u>Total General Governmental Funds</u>	51,898,849	40,470,610	78%	11,428,239	(131,299)
<u>Enterprise Funds</u>					
Stormwater Utility Fund	2,635,749	988,162	37%	1,647,587	1,029,080
Electric Utility Fund	75,835,470	51,947,179	69%	23,888,291	2,073,660
Gas Utility Fund	7,805,000	5,387,124	69%	2,417,876	1,453,768
Water Utility Fund	9,916,094	7,116,994	72%	2,799,100	2,662,419
Wastewater Utility Fund	34,722,225	9,036,305	26%	25,685,920	4,064,780
Sanitation Services Fund	4,020,709	3,890,867	97%	129,842	408,234
Airport Fund	6,411,962	2,030,097	32%	4,381,865	(560,363)
<u>Internal Service Funds</u>					
Health Insurance Fund	6,144,545	6,397,190	104%	(252,645)	(753,197)
Workers' Compensation Insurance Fund	701,074	449,536	64%	251,538	202,000
Risk Management Fund	698,693	775,160	111%	(76,467)	2,226
Fleet Maintenance Fund	5,330,243	4,084,058	77%	1,246,185	242,226
<u>Pension Trust Funds</u>					
Municipal Police Retirement Trust Fund	1,611,225	1,006,902	62%	604,323	2,615,500
Municipal Firemen's Retirement Trust Fund	1,552,419	1,319,650	85%	232,769	2,797,590
General Employees' Retirement Fund	3,106,400	2,764,229	89%	342,172	615,553
Total All Funds	\$ 212,390,657	\$ 137,664,064	65%	\$ 74,726,593	\$ 16,722,178

**CITY OF LEESBURG
CASH AND INVESTMENTS BY FUND
8/30/2021**

POOLED CASH & INVESTMENTS	TOTAL	GENERAL FUND	SPECIAL REVENUE FUNDS GROUP	DEBT SERVICE FUNDS	CAPITAL PROJECTS FUND	ELECTRIC UTILITY FUND	GAS UTILITY FUND	WATER UTILITY FUND	WASTEWATER TREATMENT FUND	COMMUNICATION FUND	SANITATION SERVICES FUND	STORM WATER FUND	AIRPORT FUND	BUILDING PERMITS FUND	INTERNAL SERVICE FUNDS GROUP
OPERATING CASH	\$ 83,688,122.23	\$14,496,894.49	\$5,253,534.34	\$ 48,397.23	\$ 1,300,760.01	\$ 16,421,896.08	\$ 3,403,669.50	\$ 6,743,978.69	\$ 17,467,163.61		\$ 2,349,754.33	\$3,025,131.27	\$3,758,604.62	\$ 2,376,663.70	\$ 7,041,674.36
RESTRICTED CASH															
CUSTOMER DEPOSITS	6,297,549.81					4,707,283.97	1,029,195.78	555,720.06	2,190.00		3,160.00				
RENEWL & REPLCMNT	15,179,670.34	1,126,615.02	7,690.99			3,514,977.04	904,999.98	2,784,854.41	5,627,461.40		850,000.00				363,071.50
BOND/NOTE SINKING FUND	16,388,659.64		185,971.24			8,762,425.78	82,383.86	789,909.09	6,567,969.67						
INFRASTRUCTURE DEVELOPMENT															
SIGN GRANT & HUD SHIP															
HWY 441/27 CRA - Restricted Surplus	600,000.00		600,000.00												
IMPACT FEES	5,755,037.70							1,292,335.49	4,462,702.21						
OTHER RESTRICTED CASH	2,452,005.84		72,226.66		2,177,478.19		202,300.99								
DEVELOPER CONTRIBUTIONS	2,403,629.92					2,394,575.52	9,054.40								
RATE STABILIZATION	992,634.00					992,634.00									
SUBTOTAL OF RESTRICTED CASH	50,069,187.25	1,126,615.02	865,888.89		2,177,478.19	20,371,896.31	2,227,935.01	5,422,819.05	16,660,323.28		853,160.00				363,071.50
TOTAL POOLED CASH	\$133,757,309.48	\$ 15,623,509.51	\$ 6,119,423.23	\$ 48,397.23	\$ 3,478,238.20	\$ 36,793,792.39	\$ 5,631,604.51	\$ 12,166,797.74	\$ 34,127,486.89	\$ -	\$ 3,202,914.33	\$ 3,025,131.27	\$ 3,758,604.62	\$ 2,376,663.70	\$ 7,404,745.86
NON-POOLED RESTRICTED CASH															
CASH WITH FISCAL AGENT	2,171,616.71			1,135,743.09			173,741.12	361,395.59	500,736.91						
DEPOSITORY TRUST ACCOUNT	165,134.50						165,134.50								
DEP-WELLS FARGO															
SUBTOTAL NON-POOLED CASH	2,336,751.21			1,135,743.09			338,875.62	361,395.59	500,736.91						
TOTAL POOLED CASH AND INVEST	\$136,094,060.69	\$15,623,509.51	\$ 6,119,423.23	\$1,184,140.32	\$3,478,238.20	\$36,793,792.39	\$5,970,480.13	\$12,528,193.33	\$34,628,223.80		\$3,202,914.33	\$3,025,131.27	\$3,758,604.62	\$2,376,663.70	\$7,404,745.86

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	\$ 5,253,534.34	\$ 258,133.33	\$ 65,450.77	\$ 388,490.20	\$ 1,840,500.66	\$ 80,871.08	\$ 1,551.77	\$ 1,189,927.03	\$ 529,326.06	\$ 614,407.92	\$ 45,311.78	\$ 239,563.74
RESTRICTED CASH												
HUD SHIP PROGRAM & \$HOUSE PROCEEDS	72,226.66	72,226.66										
BOND/NOTE SINKING FUND	185,971.24		85,550.66		100,420.58							
SIGN GRANT												
R&R / OTHER RESTRICTED	7,690.99	7,690.99										
CUSTOMER DEPOSITS	600,000.00				600,000.00							
SUBTOTAL OF RESTRICTED CASH	\$ 865,888.89	\$ 79,917.65	\$ 85,550.66	\$ -	\$ 700,420.58	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL POOLED CASH	\$ 6,119,423.23	\$ 338,050.98	\$ 151,001.43	\$ 388,490.20	\$ 2,540,921.24	\$ 80,871.08	\$ 1,551.77	\$ 1,189,927.03	\$ 529,326.06	\$ 614,407.92	\$ 45,311.78	\$ 239,563.74
NON-POOLED RESTRICTED CASH												
DEP-WELLS FARGO												
SUBTOTAL NON-POOLED CASH	\$ -											
TOTAL POOLED CASH AND INVEST	\$ 6,119,423.23	\$ 338,050.98	\$ 151,001.43	\$ 388,490.20	\$ 2,540,921.24	\$ 80,871.08	\$ 1,551.77	\$ 1,189,927.03	\$ 529,326.06	\$ 614,407.92	\$ 45,311.78	\$ 239,563.74

INTERNAL SERVICE FUNDS

POOLED CASH & INVESTMENTS	INTERNAL SERVICE FUNDS TOTAL	HEALTH INSURANCE FUND	WORKERS' COMPENSATION FUND	RISK MANAGEMENT FUND	FLEET MAINTENANCE FUND
OPERATING CASH	\$ 7,041,674.36	\$ 2,370,813.58	\$ 1,096,482.35	\$ 157,928.35	\$ 3,416,450.08
RESTRICTED CASH	363,071.50				363,071.50
SUBTOTAL OF RESTRICTED CASH	\$ 363,071.50	\$ -	\$ -	\$ -	\$ 363,071.50
TOTAL POOLED CASH	\$ 7,404,745.86	\$ 2,370,813.58	\$ 1,096,482.35	\$ 157,928.35	\$ 3,779,521.58
TOTAL POOLED CASH AND INVESTMENTS	\$ 7,404,745.86	\$ 2,370,813.58	\$ 1,096,482.35	\$ 157,928.35	\$ 3,779,521.58

**CITY OF LEESBURG
INVESTMENT REPORT
8/30/2021**

DESCRIPTION	BALANCE 8/30/2021
BANK OPERATING AND SAVINGS ACCOUNTS	
Truist Bank - Disbursement	\$59,906,788
TD Bank - Savings	4,007,149
CenterState Bank - Savings	1,680,312
Centerstate Bank - CD	4,071,886
Synovus - CD	0
	\$69,666,134
LOCAL GOVERNMENT INVESTMENT POOLS	
FLSAFE	7,772,722
FLCLASS	9,836,893
FLPRIME	5,986,560
	23,596,175
U S TREASURY MONEY MARKET FUND (FGU Deposit)	165,135
US BANK (Fiscal Agent)	2,171,617
CHANDLER ASSET MANAGEMENT (SECURITIES)	39,495,000
PUBLIC TRUST ADVISORS (SECURITIES)	1,000,000
	40,495,000
TOTAL INVESTMENTS	136,094,061
MARKET ADJUSTMENT	311,816
TOTAL VALUE OF INVESTMENTS	\$136,405,877

