

**AGENDA
CITY COMMISSION MEETING
VENETIAN CENTER, 1 DOZIER COURT
MONDAY, FEBRUARY 28, 2022 5:30 PM**

1. CALL TO ORDER

INVOCATION

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

2. PROCLAMATIONS:

A. Public Procurement Month

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.

5. CONSENT AGENDA:

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

A. CITY COMMISSION MEETING MINUTES:

1. Regular meeting held February 14, 2022

B. PURCHASING ITEMS:

1. Resolution of the City Commission of the City of Leesburg, Florida

authorizing the Mayor and City Clerk to execute a Fixed Unit Price Agreement with Agriculture Construction Services, LLC; and providing an effective date.

- 2. Purchase request by the Gas Utility Department for construction services related to the Phase 2 upgrade to the Newell Hill Regulator station with Miller Pipeline, LLC for an amount not to exceed \$81,275.00.**
- 3. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a piggyback Agreement with Gresco Supply, Inc. for electric distribution transformers; and providing an effective date.**

C. RESOLUTIONS:

- 1. Resolution of the City Commission of the City of Leesburg, Florida, authorizing an increase in the number of full-time positions for the FY 2021-22 in the Gas Department, Customer Service Division, Planning & Zoning Division and Public Works Department and associated expenses due to current and upcoming growth; and providing an effective date.**
- 2. Resolution of the City Commission of the City of Leesburg, Florida, accepting a Temporary Construction Easement from Bhakhiya, Inc., as grantor, to the City of Leesburg, as grantee, pertaining to land located in Stock Subdivision, a subdivision in Lake County, Florida; and providing an effective date.**
- 3. Resolution of the City Commission of the City of Leesburg, Florida, accepting a Utility Easement from Martin Boyd and Dianne W. Boyd, husband and wife, as grantor, to the City of Leesburg, as grantee, pertaining to land located in Stock Subdivision, a subdivision in Lake County, Florida; and providing an effective date.**
- 4. Resolution of the City Commission of the City of Leesburg, Florida adopting the suggested rental facility policy changes to the City of Leesburg Facility Reservation Handbook; 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. **THE SUNNYSIDE LANDING CASES (ANNEX, COMP PLAN & REZONING) HAVE BEEN RESCHEDULED FOR MARCH 28, 2022.**
2. **An Ordinance amending the City of Leesburg Code of Ordinances, Chapters 1, 7, and 10 with updates to the previously approved Ordinance No. 20-01 with the current versions of the Florida Building Codes, providing clarifications to the permitting process; and providing an effective date. (2020 Building Code Update)**
3. **An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 37.6 +/- acres from City of Leesburg PUD (Planned Unit Development) to City of Leesburg PUD (Planned Unit Development) to allow for a single-family residential development for a property generally located north of County Road 48 and west of South Quarters Road, as legally described in Sections 15, 21, and 22, Township 20 South, Range 24 East, Lake County, Florida; and providing an effective date. (Windy Oaks PUD)**
4. **An Ordinance of the City of Leesburg, Florida, amending Section 25-330, Code of Ordinances, to allow six-foot fences in side yards, subject to application of the 25-foot clear site triangle; and providing an effective date. (Fence Height on Corner Lots)**
5. **An Ordinance of the City of Leesburg, Florida, adding a Planned Development Overlay to the existing M-1 (Industrial) zoning to allow educational facilities and to request a waiver from Section 25-282(A)(1) PDO Five Acre Minimum Requirement for a property located south of Dr. Martin Luther King, Jr. Boulevard and on the east side of Thomas Avenue, as legally described in Section 15, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date. (Inspire Learning Academy PDO)**

B. FIRST READING OF ORDINANCES

1. **None**

C. NON-ROUTINE ITEMS

1. **Ranking / Discussion of Interviewed Law Firms for City Attorney**

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 December 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.

**AGENDA MINUTES
CITY COMMISSION MEETING
VENETIAN CENTER, 1 DOZIER COURT
MONDAY, FEBRUARY 14, 2022 5:30 PM**

1. CALL TO ORDER

The City of Leesburg Commission held a regular meeting on Monday, February 14, 2022, at the Venetian Center. Mayor Pederson called the meeting to order at 5:33 p.m. with the following members present:

Commissioner Jimmy Burry
Commissioner John Christian
Commissioner Jay Connell (5:35 p.m.)
Commissioner Dan Robuck
Mayor Mike Pederson

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

INVOCATION

Commissioner 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.

There were no public comments offered.

5. CONSENT AGENDA:

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

Items pulled for discussion: 5.B.2, 5.B.3.a, 5.B.3.b, and 5.C.2

5.B.2 - Costs related to its Water and Sewer System; Expressing the intent for purposes of compliance with United States Treasury Regulation Section 1.150-2 to Reimburse with the Proceeds of Revenue Bonds the Capital Expenditures made with Respect to such project; providing for the Issuance by the City of Notes, Bonds, or other Obligations in one or more series of Aggregate Principal amount no exceeding \$40,000,000 of which shall be applied to pay the cost of such project (Phase II Wastewater Turnpike Expansion project)

5.B.3.a - Amendment to an existing Professional Services Agreement with Dewberry Engineers, Inc. d/b/a Dewberry/Hydro for professional engineering design services related to the Turnpike Wastewater Treatment Facility Phase 2 Expansion for an amount not to exceed \$2,428,370.00

5.B.3.b - Pre-Construction Services Agreement with Wharton-Smith, Inc. for Construction Manager at Risk (CMAR) Pre-Construction Services related to the City's Turnpike Wastewater Treatment Facility Phase 2 Expansion for an amount not to exceed \$148,381.00

5.C.2 - Funding for the Home Improvement Grant programs for projects located within the Major Corridors and Community Redevelopment Agency areas (HIG 2022)

Commissioner Christian moved to adopt the Consent Agenda except for 5.B.2, 5.B.3.a, 5.B.3.b, and 5.C.2, and Commissioner Burry seconded the motion.

The roll call vote was:

Commissioner Connell	Yes
Commissioner Robuck	Yes
Commissioner Christian	Yes
Commissioner Burry	Yes
Mayor Pederson	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 January 24, 2022

B. PURCHASING ITEMS:

1. **Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute an annual requirements Piggyback Agreement with Advanced Pace Technologies, LLC, d/b/a Advanced Plumbing Technologies, LLC and APT Property Services, LLC for cured-in-place pipe lining & rehabilitation services; and providing an effective date.**

ADOPTED RESOLUTION 11,023

C. RESOLUTIONS:

1. **Resolution of the City Commission of the City of Leesburg, Florida, providing funding for the Facade, Sign, and Landscape Grant program for projects located within the Major Corridors and Community Redevelopment Agency areas; and providing an effective date. (FSL 2022)**

ADOPTED RESOLUTION 11,024

3. **Resolution of the City Commission of the City of Leesburg, Florida authorizing a change of authorized Signatories on all bank accounts at SunTrust Bank N.A.; and providing an effective date.**

ADOPTED RESOLUTION 11,025

4. **Resolution of the City Commission of the City of Leesburg, Florida authorizing a change of authorized Signatories on all bank accounts at TD Bank; and providing an effective date.**

ADOPTED RESOLUTION 11,026

5. **City Commission approval of the budget calendar for Fiscal Year 2022-23, which includes dates for Commission workshops.**

6. **Resolution of the City Commission of the City of Leesburg, Florida Authorizing a position modification within the Recreation Department at the Venetian Cove Marina; and providing an effective date.**

ADOPTED RESOLUTION 11,027

7. **Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a utility reimbursement (Upsizing) agreement with CR 44 Land Investments, LLC for construction of a Potable Water Main; and providing an effective date.**

ADOPTED RESOLUTION 11,028

8. **Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Library Department to apply for and accept, if awarded, a grant from the Lake County Board of County Commissioners of \$4,787.35 to purchase additional metal shelving units for the storage and display of library materials; and providing an effective date.**

ADOPTED RESOLUTION 11,029

9. **Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute the Leesburg International Airport Disadvantaged Business Enterprise (DBE) Program, for fiscal years 2022-2024; and providing an effective date.**

ADOPTED RESOLUTION 11,030

2. **Resolution expressing the intent of the City of Leesburg, Florida to incur costs related to its Water and Sewer System; Expressing the intent for purposes of compliance with United States Treasury Regulation Section 1.150-2 to Reimburse with the Proceeds of Revenue Bonds the Capital Expenditures made with Respect to such project; providing for the Issuance by the City of Notes, Bonds, or other Obligations in one or more series of Aggregate Principal amount not exceeding \$40,000,000 of which**

shall be applied to pay the cost of such project; and providing an effective date. (Phase II Wastewater Turnpike Expansion project)

ADOPTED RESOLUTION 11,031

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

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

Mayor Pederson requested comments from the Commission and the audience.

Commissioner Burry asked the City Manager to provide an overview of what we had in store. **CM Minner** stated we have discussed this topic on several occasions over the past year or so and the short version is that the city needs more wastewater capacity. To get there we need to go back a little bit. Around 2016, we were approached by The Villages to purchase the 470 property. We closed on that deal a year later, in November 2017. During that timeframe we did not see the type of growth we are seeing now. We saw The Villages as the best opportunity for growth; not just for the city, but for economic development, as well. Through the creation of spurring on the service economy, that would help our regional economy as well as our local economy. At that time, we worked on three deals with The Villages. We referred to them as the three-legged stool. They were the water, gas and land deals and this goes back to the start of the wastewater deal. At that time, we did not have a lot of growth. We had a three and a half to four million gallon Turnpike Wastewater Facility that was built in the early 2000's. We thought that was going to be the growth. However, that pretty much came to a screeching halt. A lot of the development was centered around the development of Secret Promise at the time. Now, fast forward from 2005 to 2015/2017 when we had a three and half-four million gallon facility that was only processing about a million gallons of wastewater a day. At the time, we thought we had a lot of capacity. Then we entered into a deal with The Villages to sell three million gallons of capacity a day. They would ease into this incrementally as they develop south of CR 44. The deal was that they would get three million gallons of capacity and they would pay us nine million dollars in increments of three million dollars each. There are some variations. However, they prepaid about six million dollars of that when they sold some bonds recently. We are currently sitting on about six million dollars in cash from that deal. Then we will bulk sell the wastewater to The Villages. That rate starts out around two seventy-five per one thousand. The base rate is really nominal because right now their rate is two ninety-eight per one thousand. We had to do a debt issue last year for fifteen million dollars. Part of that was paid for with the nine million dollars that we anticipated from growth and we made a bank note on that. That bank note payment is about one point three million dollars. As we finished off The Villages deal, we contemplated upgrading that plant from 4.5mgd to 6mgd. Even in 2017/2018, as we started off the development of that plant, we did not see the type of growth numbers we are seeing now. Today, however, we are seeing significant growth, and that is the bottom line. Today's agenda is indicative of that. We are now at a position whereby by summer 2025 we will be over capacity at the Turnpike Plant. Those numbers are due to non-village growth going into the Turnpike Plant. Once The Villages hits their capacity number of 3 mgd, we will be under an order by the Department of Health to move to the next phase to increase capacity. Once we are issued a note by the Department of Health when we reach 80% of capacity, we need to be under way with the design to expand. We were unsure a couple of years ago if we were going to have this problem, but now, at this time, we know we need to move forward. For the past year we have been looking at different ways to finance this. We have carved out some ARP money and we carved out six million dollars to put towards this project. We need to formally announce by resolution that we are seeking a loan, which would allow us to formally seek a note. The number that we initially talked about

was thirty million dollars. That number was based on discussions with the engineer and contractor. We feel very confident that the expansion from 4.5 mgd to 6 mgd would be about thirty million dollars. We put an extra ten million dollars in there to provide some wiggle room for any unforeseen issues with utilities that may need a bump for managing the growth that we envision. As far as a financial mechanism, we believe that we are in a really good position. When The Villages hits their 3 mgd, which is scheduled for late 2024 at their current pace. When they are at three million gallons a day, our annual revenue from The Villages would be about three point one million dollars in revenue. That number would potentially be split and the existing debt that we take on would be about one point three. We are looking at a note for thirty million dollars that would impact the wastewater fund between twenty to thirty years. Depending on whether we go for a bank note or bond, it would be somewhere between two and three percent. Even at two point five percent, if we split the baby, we would be looking at a two million dollar note for thirty million dollars. The revenue will be covered by the income from The Villages. Then the need for expansion is new growth, so not only do we have the cash flow from The Villages bulk sale, we will also have the impact fee money from the new non-village development. That impact fee is twenty-five thousand dollars per unit. We will have twenty-five thousand dollars, whether it gets built or not. As impact fees come in that bond note will not only be covered, they will then go back into the construction fund which will help with capital improvements beyond the plant. Then the wastewater fund will be in a position where we can put away about a million dollars a year. So, between our cash, The Villages revenue, and impact fees, this puts us in a position where we can do this without impacting or having to increase rates. Plus, if growth were to vanish in 2025, we should not be in a horrible predicament. We would be sitting at a capacity that we will need in the future. The resolution says that we need to go out, that we are looking for a loan, somewhere in the neighborhood of forty million dollars. We will most likely be around thirty million dollars. Then the second note we need is to get the construction started. That needs to start with design, which is the two million four hundred twenty eight thousand three hundred and seventy dollar contract with Dewberry. They are the engineers who will design this. Keep in mind with engineering, there is a ten percent rule. This is a pretty reasonable project by a well-known engineer. They have done pretty good work for the City in the past. Specifically on the expansion. We feel pretty good that this is a comfortable number. Then we have the one hundred forty-eight thousand three hundred and eighty-one dollar payment to Wharton Smith for our construction manager procurement process. We recommend staying with Wharton Smith because they built it. There are some efficiencies rolling over, which are included in the design process. In all, looking at the design costs including the contractor, we are very comfortable with looking at thirty million dollars.

Commissioner Christian questioned why would we borrow forty million dollars? What would happen to the six million dollars from the American Recovery Act? We already have six million dollars of cash, which equals twelve million dollars. Why would we borrow forty million dollars if we already have twelve million dollars for this purpose? **CM Minner** answered we do not have to borrow the full amount. It does not have to be the full amount of thirty million dollars. The less we borrow, the better off we will be with keeping and maintaining rates. The recommendation to the commission on the American Recovery Act funds was to put those funds into the Wastewater Fund so we could manage the note while watching the cash flow, and keep our rates down. There was a subnote where we approved six million dollars on it that said wastewater or other reuse projects. However, we are still in the infancy of other reuse projects. There is a goal to find more reuse water, which would help us on our CUP (consumptive use permit) side. We are still flirting with Cutrale with taking their reuse water and their orange juice manufacturing process. If we were to take their reuse water, that would help on the reuse side to keep our CUP numbers down. We do not know what the project costs would be for taking their reuse water, but it is probably anywhere from one and a half million dollars to three million dollars. It sounds like a big ticket, but it really is not. Especially if it has significant input that we could get somewhere between a half to a million MGD a day for reuse. That would help us with the waterside. If that occurred, he would come back before the Commission asking them to transfer that six million dollars to use it on water

instead of wastewater. He just wanted to let the Commission know he may need that cash. Another option is that we fix all the pieces of the puzzle as we move along. We have five years to spend all that money, so that six million dollars might be something you want to reallocate completely. The priority of that six million dollars is wastewater first, really reuse. If we can get both of those taken care of. We may have some residual ARP monies leftover that could go towards other projects. He recommends keeping the six million dollars in wastewater for now. As we move down the road, we will see where we are with the design costs. We need to see where we are first with Wharton-Smith. He thinks that it would take about a year to iron it out. **Mayor Pederson** wanted to confirm that in terms of financing this would all come back before the Commission for approval. You are seeking up to forty million, but this will all come back before us for approval. **CM Minner** responded, yes. The only thing you are approving tonight is the two point four million dollars and one hundred and forty-eight thousand dollars. In the agenda transmittal we said spend ARP money on that. The wastewater fund is sitting on fifteen to eighteen million dollars in cash, which is exclusive of the ARP money. We can always come back later and shift around the financial blocks. For the purpose of this tonight, to keep the wastewater numbers looking good, we are saying to use the ARP money. Later on, we could pay back the ARP money for wastewater or we may not spend the other three. We have lots of options, but we are setup right now to protect the wastewater fund. We are keeping the cashflow intact while we are tackling this big thirty million dollar project. **Mayor Pederson** said that we would be shrinking our debt amount based on that summary. **CM Minner** replied that is what he is hoping to do, but we will come back. We need to come back and look at what the debt payments are along with what kind of interest rate we get. We do not want to raise rates. We nip them every year by CPI, which keeps us on pace. The last thing we want to do is come back and say we need a twenty-five percent increase in rates because we cannot afford our debt. That will not be the case, but we still want to be flexibly conservative. **Commissioner Robuck** commented that he hoped the thirty million dollar number was right. With what he has experienced in his environment, those numbers are growing literally every week. It is wise to have flexibility, but he hopes that we do not need it. He also wanted to mention to the public, that when we talk about these big numbers, we do make money on wastewater. This is a case of us needing the money upfront to build the asset. The impact fees will pay us back and we will have three million dollars a year coming in. At some point, it will become income. That income has been used in the past to improve the city and to keep rates low. We do make money on these projects.

The roll call vote was:

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

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

3. Resolutions authorizing the execution of a professional services contract amendment and a construction services contract amendment for the Phase 2 expansion of the Turnpike Wastewater Treatment Facility.

- a. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute an Amendment to an existing Professional Services Agreement with DEWBERRY ENGINEERS, INC. d/b/a Dewberry | Hyrdo for professional engineering design services related to the Turnpike Wastewater**

Treatment Facility Phase 2 Expansion for an amount not to exceed \$2,428,370.00; and providing an effective date.

ADOPTED RESOLUTION 11,032

Commissioner Christian 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 Christian seconded the motion.

Mayor Pederson requested comments from the Commission and the audience.

Commissioner Burry stated that the City Manager had already covered this in his presentation. He pulled all three to get this out there, but he covered it in his presentation.

This item was pulled and presented as a dual package and one vote covered both resolutions under 5.B.3.b.

- b. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute an Pre-Construction Services Agreement with Wharton-Smith, Inc. for Construction Manager at Risk (CMAR) Pre-Construction Services related to the City's Turnpike Wastewater Treatment Facility Phase 2 Expansion for an amount not to exceed \$148,381.00; and providing an effective date.**

ADOPTED RESOLUTION 11,033

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

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

Mayor Pederson requested comments from the Commission and the audience.

Commissioner Burry stated again, this was pulled and covered by the City Manager's presentation.

The roll call vote was:

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

Five yeas, no nays, the Commission adopted both resolutions.

2. **Resolution of the City Commission of the City of Leesburg, Florida, providing funding for the Home Improvement Grant program for projects located within the Major Corridors and Community Redevelopment Agency areas; and providing an effective date. (HIG 2022)**

ADOPTED RESOLUTION 11,034

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

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

Mayor Pederson requested comments from the Commission and the audience.

Commissioner Christian stated he knows city staff worked hard on this; however, he was trying to figure out the methodology used on the actual project costs and award amounts. When he looked at this, he only saw twenty-five thousand seven hundred dollars awarded. Yet, we have one hundred and seven thousand dollars budgeted. If we funded the full amount, it would only be forty-seven thousand nine hundred ninety-eight dollars. He was trying to get the methodology on how we came up with the awarded amounts. **Planning & Zoning Director (PZD) Dan Miller** responded that five thousand dollars is the maximum awardable amount allowed under the Home Improvement Grant. City staff pretty much recommended the full amount to all applicants. **Commissioner Christian** pointed out that he saw a couple that were not. Taylor was recommended for twenty-five hundred and Mobley was recommended for thirty-two hundred. **PZD Miller** replied they were not sure about how to properly judge them, but the Commission can change those figures. Taylor is a fence project which is about ten thousand dollars in total. They provided a couple of different types of fencing and Mobley is for foundation repair. Those numbers could be changed based on the estimates provided by the applicants. **Commissioner Christian** inquired about the five thousand dollars. Is that set by ordinance or are we only allowed to give up to five thousand dollars? **PZM Miller** responded that under the Home Improvement Grant the maximum allowable amount is five thousand dollars. **Commissioner Christian** stated that he would like to see everyone get five thousand dollars since we have such a low number of applicants. He thought we would have a much higher number than we do. He then questioned the incomplete email from Bowers on Washington Street. **PZD Miller** replied that there were two under Bowers where staff repeatedly tried to contact them and with Ivory, application #21-332; the program does not cover mold.

Commissioner Christian amended the motion so that Taylor would receive five thousand dollars and that Mobley would receive four thousand dollars, and Commissioner Robuck seconded the motion.

Commissioner Burry commented that he would be good with this amendment.

The roll call vote was:

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

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

Commissioner Robuck remarked that while he is happy to do this, he has been disappointed with this program in general. When we start discussions about the budget next year, this is not something he wants to see. He believes this money could be better spent targeting an area. We could use these CRA funds to do a big project. He was in favor of it when we first started it, but it has been disappointing.

The roll call vote was:

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

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

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

A. SECOND READING OF ORDINANCES

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

ADOPTED ORDINANCE 22-10

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

Commissioner Robuck made a motion to adopt the ordinance and Commissioner Christian seconded the motion.

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

The roll call vote was:

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

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

B. FIRST READING OF ORDINANCES

1. **An Ordinance amending the City of Leesburg Code of Ordinances, Chapters 1, 7, and 10 with updates to the previously approved Ordinance No. 20-01 with the current versions of the Florida Building Codes, providing clarifications to the permitting process; and providing an effective date. (2020 Building Code Update)**

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

Mayor Pederson requested comments from the Commission and the audience. There being none, he stated this item would lay over.

2. **An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 37.6 +/- acres from City of Leesburg PUD (Planned Unit Development) to City of Leesburg PUD (Planned Unit Development) to allow for a single-family residential development for a property generally located north of County Road 48 and west of South Quarters Road, as legally described in Sections 15, 21, and 22, Township 20 South, Range 24 East, Lake County, Florida; and providing an effective date. (Windy Oaks PUD)**

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

Mayor Pederson requested comments from the Commission and the audience.

PZD Miller stated the zoning was approved back in 2009 under Ordinance 09-20. During a recent Planning Commission meeting there was a request for a change in setbacks from twenty five feet to twenty on the front, eighteen to fifteen on the rear and seven point five to five on the sides. It was approved by the Planning Commission, but unfortunately, that information did not make it into the commission packets. That was the only change. **Mayor Pederson** thanked him for the clarification.

Commissioner Burry wanted to clarify that this was for one hundred and fifty units on thirty-eight acres because that is a lot more units. **PZD Miller** replied they were actually reducing the density from one hundred and ninety-four from the previous plan. He cannot remember the exact number because he had the wrong note, but it did come down. **Commissioner Burry** stated he would like the density down to around three. This is something he has previously talked about. He would also like to see some discussion regarding the dark sky lighting and with them putting canopy trees in every yard.

Commissioner Robuck pointed out that he would like to see that for all future PUD's. Those are good ideas, especially with the current environment and all the development going on. With this just being a first reading, they could easily come back with some generic language for the dark sky and canopy trees. We could have something put in where all of these have a standard going forward so it is all upfront and everyone knows. **PZD Miller** said he and Commissioner Burry had that discussion a few weeks ago. These were all in process prior to that discussion, but it is duly noted and stuff will definitely do that.

Commissioner Robuck said he would also like a third item applied to all PUD's moving forward. He has already talked with the City Manager about this. Right now, all of our PUD's have the language that says the developers own the roads and we might take them if we agree to take them. It is all very unclear, but we know it is going to happen. It could be twenty years down the road. We do not know. The residents

eventually come in angry at the commission about the state of the roads. They want to know if the city is going to take over the roads. With that being said, we need to include in all the PUD's that the city is going to take the roads and that the roads need to be built to city standards. That way, we do not end up with bad roads that we are now responsible for. He wants that applied to all of these and everything moving forward. With this one specifically, he has had conversations with the developer about this because it backs right up to Coreslab. He also wants something written into their HOA documents that requires anyone buying property there to sign some sort of form. Whether that form is created by city staff or an attorney, that form is required. It acknowledges that they, the residents, know there is an industrial use adjacent to this property. They are required to sign this when they are purchasing that property, acknowledging that they know that industrial use was there prior to them purchasing. This form has to be signed by everyone, including the original residents. Even when someone down the road is selling a home, they have to sign off on the form in order to sell that home. That person has to sign a specific document acknowledging that use, so there is no confusion.

Mayor Pederson mentioned for clarification are we okay with the density because Commissioner Burry wanted it reduced. **Commissioner Robuck** said the three per acre is where we have been on everything else. He does not know if we have done any three point nine recently except maybe with apartments. He agrees three is more reasonable. **Mayor Pederson** asked if there were any other comments by the commission. **Commissioner Christian** said he is fine with this development.

Danny Watson, who resides in Okahumpka, stated he was not planning to say anything. However, he heard everyone talking about growth and with everything that is going on around where he lives, he figured he should say something. He has been out there over fifty years and he has never seen changes like he is seeing right now. He knows he cannot stop it, but he thinks the planning was not perfect. As of now, they are having traffic problems and when The Villages moves in, it will be even worse. He sees accidents, but he does not see any changes. You are all talking about the road conditions and we need more road space. Windy Oaks is going to be built right next to him. He heard someone say something about the existing residents and he knew there would be an HOA. He lives in the county and right across the fence is the city. He does not know what is going to happen to that in the future. He has never attended meetings, but since he is involved now, he is going to start coming. He liked to know what the future was going to bring to Okahumpka and it seemed to him that Leesburg was stepping all over it. He knows everything is about money and money talks. However, poor little old Okahumpka is shrinking up to a little button. **Mayor Pederson** thanked him for his comments, but unfortunately, the roads come after development. He wished it was different, but that is the way it works in this state. **Mr. Watson** said it should be the other way around. **Mayor Pederson** could agree with that.

Jason Searl, Gray Robinson, Orlando stated he was here on behalf of the applicant. Just for point of clarification on the density in the site plan and in the PUD, the proposed density is at 3.22 dwelling units per acre with one hundred and twenty-one units total. That has remained the same throughout the entire process. That is the same density that was approved back in 2009 for Windy Oaks. With him tonight is Alison McGillis from Poulos and Bennett. Their thought was they would save the full blown presentation for the second reading. However, they would be happy to answer any questions or expand on any of the comments made this evening. They appreciate the consideration.

Mayor Pederson wanted to make sure everyone was clear about the density. He heard two different numbers. He heard three point nine and now three point two. He guessed it was gross verses useable, but wanted that to be clarified. **PZD Miller** replied it was one hundred and fifty divided by thirty eight, which came out at three point nine. **Commissioner Robuck** pointed out that the applicant just said there would be one hundred and twenty-one units. **Commissioner Burry** replied it says one hundred and fifty-one in the PUD. **Commissioner Christian** said that one section in the PUD says one hundred and twenty

one with the density as three point twenty two. That is on page fifteen and sixteen. **Mayor Pederson** stated that was his understanding. That was the same density as before. He thinks that at three point twenty-two the commission may have a different opinion than at three point nine. **Commissioner Christian** pointed out that what he was looking at states the total number of dwelling units is one hundred and twenty one at three point twenty two. **Commissioner Robuck** said on page fifteen it says one hundred and fifty dwelling units. **CM Minner** commented that the cheat sheet he was provided says one hundred and fifty with thirty-eight acres. **PZD Miller** stated that he was showing one hundred and fifty in the PUD, so he must have made an error in the PUD. **Mr. Searl** stated for clarification it is one hundred and twenty one units. **Mayor Pederson** asked the commission if they were okay with the three point twenty per acre for dwelling. **Commissioner Robuck** stated he was okay as long as we get the extra trees and dark sky lighting. **Commissioner Christian** asked PZD Miller to bring back a standard plan for all the new developments going forward with the dark sky lighting and trees. **CM Minner** answered it would include dark sky lighting, canopy trees and a better paragraph with specific reference to the road construction. Those are the three standard changes that will be incorporated into all PUD's moving forward. With respect to Windy Oaks, we will add to the HOA statement and fix the dwelling units per acre.

3. **An Ordinance of the City of Leesburg, Florida, annexing certain real property consisting of approximately 41.69 +/- acres, and being generally located east of County Road 44 and north of Seng Road, lying in Section 01, 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. (Hills at Leesburg AX)**

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

Mayor Pederson requested comments from the Commission and the audience. There being no comments, he stated this item would lay over.

4. **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 41.69 +/- acres from Lake County Rural Transition to City of Leesburg Estate Residential, for a property generally located east of County Road 44 and north of Seng Road as legally described in Section 01, Township 19 South, Range 25 East, Lake County, Florida; and providing an effective date. (Hills at Leesburg SSCP)**

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

Mayor Pederson requested comments from the Commission and the audience. There being none, this

item would lay over.

5. **An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 41.69 +/- 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 east of County Road 44 and north of Seng Road, as legally described in Section 01, Township 19 South, Range 25 East, Lake County, Florida; and providing an effective date. (Hills at Leesburg PUD)**

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

Mayor Pederson requested comments from the Commission and the audience.

Commissioner Burry commented that with this being a PUD he would like to request the canopy trees in the yards and the dark sky lighting. It is currently at one hundred and nineteen units, which is a little less than three, so that is an acceptable density for him.

Mayor Pederson remarked that this item would lay over.

6. **An Ordinance of the City of Leesburg, Florida, annexing certain real property consisting of approximately 3.95 +/- acres; and being generally located west of U.S. Highway 27 and east of County Road 33, lying in Section 11, Township 20 South, Range 24 East, Lake County, Florida; providing that said property so annexed shall be liable for its proportionate share of the existing and future indebtedness of said city; providing that such annexed property shall be subject to all laws and ordinances of said city as if all such territory had been a part of the City of Leesburg at the time of passage and approval of said laws and ordinances; providing that such annexed territory shall be placed in City Commission District 3; and providing an effective date. (Leesburg C-Store and Gas Station AX)**

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

Mayor Pederson requested comments from the Commission and the audience. There were no comments, this item would lay over.

7. **An Ordinance amending the Future Land Use Map of the Comprehensive Plan of the City of Leesburg, changing the Future Land Use Map Designation of certain property containing 3.95 +/- acres from Lake County Urban Medium Density to City of Leesburg General Commercial, for a property generally located west of U.S. Highway 27 and east of County Road 33 as legally described in Section 11, Township 20 South, Range 24 East, Lake County, Florida; and providing an effective date. (Leesburg C-Store and Gas Station SSCP)**

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

Mayor Pederson requested comments from the Commission and the audience. There were no comments, he stated this item would lay over as well.

8. **An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 3.95 +/- acres from Lake County RMRP (Mobile Home Rental Park District) and Lake County CP (Planned Commercial District) to C-3 (Highway Commercial) to allow for a gas station and convenience store for a property generally located west of U.S. Highway 27 and east of County Road 33 as legally described in Section 11, Township 20 South, Range 24 East, Lake County, Florida; and providing an effective date. (Leesburg C-Store and Gas Station RZ)**

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

Mayor Pederson requested comments from the Commission and the audience.

Commissioner Robuck stated he was certainly excited to see the property change from mobile home use to commercial. It goes back to some of those developments we had planned, and now that businesses are coming he is happy. He questioned the staff about what our standards are for gas stations. He knows the Wawa was constructed most recently, which looks nice. However, he does not know if that was their corporate model. Do we have specific standards for gas stations? **PZD Miller** replied that we do not have specific standards in place for gas stations. We do have the landscape buffer requirements for off the roadway. We expect this particular one to be a 7-11, but we cannot guarantee that. We can apply the landscape code along US 27 and along CR 33. We are anticipating there will be entryways on both roadways. The benefit of this is not really reducing the number of trips, but trip distances for a lot of the residents. That way they do not have to travel as far to get gas. **Commissioner Robuck** asked if the architectural standards for the corridors would apply to this project? **PZD Miller** replied yes, they would apply to this project.

Mayor Pederson asked if there were any further comments. There being none, he stated this item would lay over as well.

9. **An Ordinance of the City of Leesburg, Florida, annexing certain real property consisting of approximately 33.25 +/- acres; and being generally located south of Poe Street and east of Radio Road, lying in Section 02, Township 19 South, Range 25 East, Lake County, Florida; providing that said property so annexed shall be liable for its proportionate share of the existing and future indebtedness of said city; providing that such annexed property shall be subject to all laws and ordinances of said city as if all such territory had been a part of the City of Leesburg at the time of passage and approval of said laws and ordinances; providing that such annexed territory shall be placed in City Commission District 1; and providing an effective date. (Troon Creek Preserve AX)**

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

Mayor Pederson requested comments from the Commission and the audience. There were no comments. He stated this item would lay over.

10. **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 33.25 +/- acres from Lake County Urban Low Density to City of Leesburg Estate Residential, for a property generally located south of Poe Street and east of Radio Road as legally described in Section 02, Township 19 South, Range 25 East, Lake County, Florida; and providing an effective date. (Troon Creek Preserve SSCP)**

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

Mayor Pederson requested comments from the Commission and the audience. There were no comments made. He stated this item would lay over.

11. **An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 33.25 +/- acres from Lake County A (Agriculture) to City of Leesburg PUD (Planned Unit Development) to allow for the development of a single family residential subdivision for a property generally located south of Poe Street and east of Radio Road, as legally described in Section 02, Township 19 South, Range 25 East, Lake County, Florida; and providing an effective date. (Troon Creek Preserve PUD)**

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

Mayor Pederson requested comments from the Commission and the audience.

Commissioner Burry asked the Planning Director if he could hit the highlights on this PUD. **PZD Miller** stated this development is Troon Creek Preserve. You will see the PUD conditions on your table because it did not get attached properly when the staff put it together. This is 33.25 +/- acres with eighty-three units. They hit the sweet spot for density at two point five. This is an annexation, small scale comprehensive plan and rezoning. It would go from Lake County low density at four units per acre, to the City of Leesburg estate, which is also four units an acre. The zoning would go from Lake County Agriculture to the City of Leesburg PUD. The lot sizes are fifty by one hundred and twenty, giving six thousand square feet. They are providing a one thousand six hundred square foot minimum for the house size. There are buffers to the north and west. They are providing an option on the east side to have a planted buffer or a privacy fence. Depending on which option the homeowner would like to take. They are expecting the entry access to be on Poe Road, which is subject to Lake County approval. They had one thousand six hundred square feet of recreation space, which is two hundred square feet per unit and that is the standard. They would talk more about the roads in future PUD's. The standard language is

basically that the roads stay with the HOA unless they are built to city standards and the city accepts the roads. However, right now, we have the standard language in the PUD. This is on the south side of Poe Road and to the east of Radio Road. **Mayor Pederson** asked Commissioner Burry if he wanted to bring the dark sky and trees into this. **Commissioner Burry** replied yes, he would like that included. **Commissioner Robuck** pointed out that he wants all those requirements put in all the PUD's we are currently discussing today. That language needs to be changed to include everything, including the language for the roads to be constructed to city standards. **Mayor Pederson** stated that, with there being no further comments, this item will lay over.

12. An Ordinance of the City of Leesburg, Florida, amending Section 25-330, Code of Ordinances, to allow six-foot fences in side yards, subject to application of the 25-foot clear site triangle; and providing an effective date. (Fence Height on Corner Lots)

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

Mayor Pederson requested comments from the Commission and the audience.

Commissioner Christian asked if there were any safety concerns with regards to the side corner lots? What happens if you are driving and someone puts up a six-foot fence on the side of the road where you are unable to see around it? Do we have any issues with safety? With this we would be saying you do not have to come to the city? Could anyone just put up a six-foot fence on the side of a corner lot? **PZD Miller** replied that they took that into consideration and what they are talking about here is only in PUD zoning's. What we do in these cases is apply the technique, which is what we call the clear site triangle. You would start at the corner, you would then go back twenty-five feet in each direction, then draw across that. If there is nothing in that area, that would leave enough room for a vehicle to see and maneuver safely. Right now, we are charging four hundred and fifty dollars for variances which are not needed in these new subdivisions. **Commissioner Christian** said that this is where we ask if this is a standard residential district, and what is the difference? Would this be for a PUD as opposed to a traditional lot in Leesburg? There are many times he drives up 15th Street and other roads where people have landscapes that are difficult to see around. So, if we are looking at a six-foot fence now, that would make it almost impossible to see around. **PZD Miller** stated this would only apply in this new growth where we are getting the PUD's. **CM Minner** added that he was specific about that. There were a couple of cases that went through the Planning and Zoning Department where the permit was or was not issued and they came back and went through this process. In the PUD's, we are finding that everyone can have a six-foot fence. In what he calls core Leesburg when you are driving down Tuskegee or Bayshore, the core of Leesburg does not have this. That is exactly the comment that was brought up. In the older parts of Leesburg we cannot have that six-foot fence. In the PUD's, where the limit is twenty-five feet, there will be enough space to allow for the six-foot fence to work. That is why they made it specific, for safety reasons. **Commissioner Christian** said he wanted to verify that homeowners and/or occupants are responsible for insuring proper maintenance of their fence structures? When he is riding around Leesburg and sees a fence that looks like the one in the packet, it appears to be a code violation. The property owner should be repairing this old wooden twenty-year-old fence. It looks terrible. Are homeowners and occupants responsible for ensuring and properly maintaining their fence structure, which includes the repair or replacement of all posts, gates, and other structure elements and making sure their fence is properly painted? He sees these types of fences all over town. So, he wanted to know if the rendering is a code violation? Should we be making these people put up a new fence? **Mayor Pederson** remarked that they were talking about new developments in PUD's. **Commissioner Christian** stated he was looking at

a picture that city staff included in the packet. **Commissioner Robuck** pointed out that Commissioner Christian was probably right. The property maintenance code would not allow that fence. **Commissioner Christian** suggested we look at these because they are eyesores and they are throughout the city. **PZD Miller** stated that those fall under the property maintenance code, which should be reported. **Mayor Pederson** asked if there were any further comments. There being none, he stated this item would lay over

13. **An Ordinance of the City of Leesburg, Florida, annexing certain real property consisting of approximately 1.00 +/- acres; and being generally located north of West Main Street and west of CR-468, lying in Section 28, Township 19 South, Range 24 East, Lake County, Florida; providing that said property so annexed shall be liable for its proportionate share of the existing and future indebtedness of said city; providing that such annexed property shall be subject to all laws and ordinances of said city as if all such territory had been a part of the City of Leesburg at the time of passage and approval of said laws and ordinances; providing that such annexed territory shall be placed in City Commission District 3; and providing an effective date (Blackton AX).**

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

Mayor Pederson requested comments from the Commission and the audience.

Commissioner Christian remarked that this one was really close to him. He was really concerned about this one because it looked like they had this property and then there was another piece of property right in the middle of it. Then there is another one going around it that comes right up to the Circle K/Shell station. This area has always been a major problem with people making left turns going into traffic going north on CR 468.

With this property being commercial in PUD's, they have to have left and right turns, but you have this little property that is not included right in the middle of this development. How could we allow them to maneuver safely with the convenience store so people are not literally turning right to turn left? We know that they do not want to go all the way back to the light. Is it possible to create a development here that would protect and make it safe or are we going to allow them to build and let people risk their lives making illegal turns? **PZD Miller** answered the project extends on the map. They have small subject property shown with the one house that is not within, but the actual project encompasses the property behind it that wraps all the way around to West Main. That property is already in the city and it is already properly zoned. They would take that one acre and match it up to the current zoning. That would allow the developer to bring in office and warehouse type uses which would fit right into that area. It already has an existing access point on West Main. They would then be able to create one access point on CR 468. The part that is being zoned is smaller than the whole project because the rest of the property is already in the city. **Commissioner Christian** asked if the traffic counts made sure the proper turning lanes were good. **PZD Miller** replied that the roads would go to Lake County. **Mayor Pederson** asked if there would be cross access easements for the convenience store. **PZD Miller** answered yes, they would have to bring in a cross access easement to where the Dollar Store and the Construction Company are. They would have a cross access easement there, so you could go from the Dollar Store all the way across. **Commissioner Robuck** questioned whether the one piece that was not coming in was the vacant piece or if there was an actual house there. **PZD Miller** said there was a vacant piece to the west of these. **Commissioner Christian** wanted to point out for clarification that the piece is not vacant. It does have a house on it. **Mayor Pederson** stated that with there being no further comments this item would lay over.

- 14. 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 1.00 +/- acres from Lake County to City of Leesburg General Commercial, for a property generally located north of West Main Street and west of CR-468 as legally described in Section 28, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date. (Blackton SSCP)**

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

Mayor Pederson requested comments from the Commission and the audience.

Lay Brother Stephen Gerrard expressed concerns over Life Peace Zones.

Mayor Pederson stated that with there being no further comments, this item would lay over.

- 15. An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 1.00 +/- acres from Lake County R-6 (Urban Residential District) to City of Leesburg C-3 (Highway Commercial) to allow for commercial development for a property generally north of West Main Street and west of CR-468, as legally described in Section 28, Township 20 South, Range 24 East, Lake County, Florida; and providing an effective date. (Blackton RZ)**

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

Mayor Pederson requested comments from the Commission and the audience. There being none, this item will lay over.

- 16. An Ordinance of the City of Leesburg, Florida, adding a Planned Development Overlay to the existing M-1 (Industrial) zoning to allow educational facilities and to request a waiver from Section 25-282(A)(1) PDO Five Acre Minimum Requirement for a property located south of Dr. Martin Luther King, Jr. Boulevard and on the east side of Thomas Avenue, as legally described in Section 15, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date. (Inspire Learning Academy PDO)**

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

Mayor Pederson requested comments from the Commission and the audience. There were no public comments, this item will lay over.

17. **An Ordinance of the City of Leesburg, Florida, annexing certain real property consisting of approximately 71 +/- acres; and being generally located east of U.S. Highway 27 and south of Dewey Robbins Road, lying in Section 06, Township 21 South, Range 25 East, Lake County, Florida; providing that said property so annexed shall be liable for its proportionate share of the existing and future indebtedness of said city; providing that such annexed property shall be subject to all laws and ordinances of said city as if all such territory had been a part of the City of Leesburg at the time of passage and approval of said laws and ordinances; providing that such annexed territory shall be placed in City Commission District 3; and providing an effective date (Lakeco AX).**

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

Mayor Pederson requested comments from the Commission and the audience. He commented that this development is across the street from the Hodges development, which he voted against. Based on the roads, he would be against this development. He also stated that this item would lay over.

18. **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 71 +/- acres from Lake County Rural Transition to City of Leesburg Estate Residential, for a property generally located east of U.S. Highway 27 and south of Dewey Robbins Road as legally described in Section 06, Township 21 South, Range 25 East, Lake County, Florida; and providing an effective date. (Lakeco LGCP)**

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

Mayor Pederson requested comments from the Commission and the audience. There were no comments offered, he stated this item would lay over.

19. **An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 71 +/- acres from Lake County A (Agriculture) to City PUD (Planned Unit Development) to allow for single-family residential development for a property generally located east of U.S. Highway 27 and south of Dewey Robbins Road, as legally described in Section 06, Township 21 South, Range 25 East, Lake County, Florida; and providing an effective date. (Lakeco PUD)**

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

Mayor Pederson requested comments from the Commission and the audience.

Commissioner Burry stated he would like the same comments added as the others. He would like to see the canopy trees, dark sky lighting and this is only two point six per acre, so he is happy with the density.

The main road he believes goes out onto Duncan, which is a road that comes off of Dewey Robbins, so he liked that aspect. **Mayor Pederson** thought that was only a possibility right now and that this development put them out onto Dewey Robbins. **Commissioner Burry** said it is off of Dewey Robbins and it is really close to US 27. It is not very far down. **Mayor Pederson** replied with the ingress/egress and with what he saw, it basically matched up to the entrance of Hodges. **PZD Miller** commented that the proposed site plan on this one shows it coming out on Duncan. They would come around to Dewey Robbins as it sits right now. The only access point they are currently showing is Duncan.

Mayor Pederson asked if there were any further comments. There being none, he stated this item would lay over.

C. NON-ROUTINE ITEMS

1. **Resolution of the City Commission of the City of Leesburg, Florida, authorizing the American Rescue Plan - Civic Funding Grant program; and providing an effective date.**

ADOPTED RESOLUTION #11,035

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 Christian seconded the motion.

Mayor Pederson requested comments from the Commission and the audience.

Commissioner Christian asked that those who received funding before not to be included or eligible to receive funding this time around. He would like to see us steer towards new groups who missed out who did not get a chance to get other funding from the American Recovery Act. If you get a lot of groups, we can have a debate over twenty groups about who gets two thousand dollars. However, we need to look at what comes in, and decide as a commission. He would just hate to get to the Commission and argue over who was going to get ten thousand or two thousand dollars. **CM Minner** commented that he thought he put that into the language. If he did not, he would add it. This is the one hundred thousand dollars of American Rescue Plan (ARP) money that the Commission allocated to not-for-profit organizations. With the intent of going towards not-for-profit organizations who have not received any funding yet. We have already funded the Partnership, the Art Center, and the Chamber a couple of times with Cares Act and ARP money, so this would not apply to those organizations. It would be for other not-for-profit organizations. He suspects that we will be inundated with grant applications. He recommended leaving the amount blank. He also suggested that as long as they are a bonafide 501-C3, not-for-profit organization and they can demonstrate a hardship from COVID and they have not received funding before, that list is going to be pretty broad. He would add in a specific time perimeter where they can do it for six weeks, and get it advertised. The applications would come back to his office. They would bundle up all the applications, which he suspects most of them would qualify just as Commissioner Christian said. They could then divide that number by the amount of applications and that is the grant award.

That is how he sees it going down. It may change, so once we have all this in, we would bring it back to the Commission for a division of the allocations and move forward from there. He apologized for taking so long to get it printed up, collated and out. With the Commission's blessing, they would like to be able to get it out by Wednesday. They can start collecting the applications and report back to them. He

believes he has set a March 31st application deadline. **Mayor Pederson** asked if the intent was if they qualified and met the requirement, they would split it equally amongst all the applicants. **CM Minner** replied that was his recommendation. They would be hard pressed to pick between what group gets what funds. He knows they wanted to see funds spread out between civic funds and that is why this fund was created. **Commissioner Robuck** remarked that he would like to go further back on the date. He wondered where the August 31, 2020 date came from. **CM Minner** replied that it came from the Cares Act. **Commissioner Robuck** asked if we were allowed to go back further than that or do we have to use that date because he would prefer it to be March 1, 2020. He worries that if the federal government announced free money there would be a lot of people starting organizations. **CM Minner** answered that we could make that date March 1, 2020. **Commissioner Robuck** added that he knows there was a lag, but they do need to have filed a fairly current 9-90 because anyone can go register as a nonprofit. Many nonprofits do not file the report which is required by the IRS. He would like at least 2020, because he does not know if all the 2021's will be filed yet. **Commissioner Christian** replied that for nonprofits, they do not pay taxes. They are the last on the totem pole. They usually apply for the six-month extensions. They will just send the six months in. They do not care if the nonprofits file on time. **Commissioner Robuck** stated as long as they have something showing that they are a legitimate organization.

John Sokol, stated when talking about the 9-90's that some of the smaller nonprofits only have to file a postcard, so would that be acceptable? **Commissioner Robuck** replied yes, as long as there was some way to prove that it was filed.

The roll call vote was:

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

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

2. Review Request for Proposal of City Attorney

Purchasing Manager (PM)Thorton stated that he collected the results from the evaluations on the RFP's for the new city attorney services. They will be reviewing those results tonight. He placed a packet at each of their seats, which contained the slideshow as well as the detailed backup information for the math. The best practices and the compensation proposals which were not included in the original packet were also placed at their spots. He wanted to start by going over the compensation amounts for each of the firms. Referring to a slide, he went over the rankings based on the quality scores. These were the scores assigned to each of the proposals. Stone and Gerkin ranked number one, Vose Law Firm came in second, Shepard, Smith was third, Brionez & Brionez was fourth, and Waugh Grant, PLLC was fifth. That was strictly based on the quality scoring. When he added in the price component, which was the annual compensation,they assigned a ratio of quality to eighty-five percent of the total price, with fifteen percent of the total. That caused the top two firms to flip in quality. They were the only two firms to move. So, now Vose Law Firm has been moved to the number one spot and Stone and Gerken is number two. That was when he included quality and price into the equation. When looking at the next step, staff recommends interviewing the top two firms. **Commissioner Robuck** questioned the pricing. How did we come up with annual compensation for the hourly rate? There had to be some form of breakdown. **PM Thorton** replied that there was a pricing detail sheet, but what he did was normalize the price based on

the monthly retainer and hourly rate depending on what the firm proposed. If you look at Vose Law Firm, they proposed an all-inclusive flat of one hundred and five thousand dollars per year, which included everything. If you look at some of the other ones, they proposed a monthly retainer fee, and then an hourly rate. He used seven hundred hours as the billable hours per year, based off past billings from McLin & Burnsed. He took those numbers and normalized them into an amount so he could compare them apples to apples. **Commissioner Robuck** asked when we took seven hundred hours, did we bill that all at the attorney rate or was there a mix of the attorney/paralegal rate? **PM Thorton** replied that Waugh Grant provided three different attorney rates. He took the average of those three and used that rate.

Commissioner Robuck wanted to confirm that it was all compared at an attorney rate and that we did not use any paralegal time. **PM Thorton** replied no, most of them only proposed attorney rates. We are here tonight to go over the results and what the next steps are. Staff recommended interviewing the top two to try and accelerate the selection process. He recommended doing that at a special meeting. Following those interviews, we could select a firm by February 24th and have a contract or a letter of engagement. **Commissioner Robuck** asked if it was possible to go back to the historical math to see if they were billed all at attorney rates, or at a combination of attorney and paralegal. He knows that Brionez & Brionez and Stone & Gerken gave different paralegal rates, which is half or less than the attorney rate. He just worries we are overstating the annual. **PM Thorton** answered that it was not included in the breakdown of historical bills from McLin & Burnsed. **Commissioner Robuck** said from his experience with paying attorneys, you do not get billed one hundred percent attorney time, there is some sort of breakdown. He did not know if there was some sort of way of looking into that. **CM Minner** believed PM Thorton's methodology was appropriate. He sees where he was saying that the methodology may have made Stone & Gerken and Brionez & Brionez higher, which made us shuffle the deck. This was the city staff's recommendation of the top two and if the commission wants to dig into the deck they can. They are not necessarily under the Competitive Consultant Negotiation Act (CCNA). It does not apply to that, so you can grab whoever you want from that list and interview them. If the commission is worried about the price skewing the ranking that we showed, you could invite who you want. We just recommended two to keep things moving. If the commission wants to interview all five, that is fine too, but the process is a bit cumbersome because you hire two people, the attorney and the city manager, and you have to function in the sunshine. It is hard to avoid that and keep the process quick. We could schedule individual interviews where you just meet one on one, but that could drag the process out. The thought was a special meeting to interview them in a public setting with an advertised meeting. You can choose to do as much of that or as little of that. We just need a firm answer about who you would like to formally interview. It could just be by a majority vote. **PM Thorton** added that the formula was an attempt to take what was a very subjective process and try to make it objective. This just established a discussion point. Here is what the results were and now let's discuss it. Let's see where you want to head. Keep in mind though, when we were adding the price in, only one and two changed positions. Three, four, and five did not. **Commissioner Robuck** remarked that he was okay with this, but you have to remember he tends to get bogged down with numbers. **Commissioner Christian** said for clarity about the Voss Law Firm, that in the fourth paragraph, our flat fee proposal gives complete budgetary certainty as the City of Leesburg's attorney, expense of the city, including litigation, while providing unlimited access to the best local legal talent available in the state. They are basically saying for one hundred and five thousand dollars they would litigate, so if the City Manager says we have an employee issue, we would not have to go out and get another attorney for that employee. They also handle bond counsel, so we would not have to go out and get bond counsel because that is included. They also handle unemployment and labor law. They would represent the city enterprise funds, so if we needed a lawyer for the enterprise funds they would do all of that for one hundred and five thousand dollars. **PM Thorton** replied that according to their proposal, yes. He would have to clarify the employee items because we do have our own separate labor law attorney that we currently use to handle those issues. **CM Minner** stated that the city worked with Fred from McLin & Burnsed for so long that it became second nature and he was always there for us. Right now, we have a bond issue coming up, so we will still have bond counsel

and the in-house city attorney typically does work with your bond counsel. On the question, yes, if we had Voss Law Firm they would work and not charge us when they worked with the bond counsel. We would receive the bill from the bond counsel. That is how it worked with Fred too. McLin & Burnsed would send the bill of one hundred and fifty dollars for the work Fred did to the bond counsel. In turn, we would end up paying the bond counsel. It would not eliminate the bond counsel bills. With collective bargaining, typically we do not use an attorney. It is only if an employee wants one and if they bring in an attorney because they have a grievance. They typically do that themselves or they are represented by the union. However, if it rises to the level that we would need an attorney for a grievance or during a CBA, then under the Voss proposal, that would be provided for us. **PM Thorton** remarked that they did provide historical billings for all the participants. They had access to the past twenty-four months of our last city attorney's billings. **Mayor Pederson** pointed out that there is a qualifier not included with the insurance defense work under Voss Law Firm in the first paragraph, which makes perfectly good sense, but he wanted to be sure the commission was aware of that. **CM Minner** said, with insurance defense, that is not typical. Brian Brown handles most of our claims. However, if we were to have a workers' comp claim or general liability claim generally, the insurance company that represents us and the workers' comp or general liability brings their own attorney to the table. It is seldom, but we have had them. When we do get into those where we end up having to go to mediation about a settlement, those insurance companies will have their own counsel and that is typically reviewed by our counsel.

Commissioner Christian asked the City Manager if he had previously worked with any of these firms. **CM Minner** replied yes, Brionez & Brionez. He knows Stephanie Brionez well. She has worked with the City through the HR Department on cases. She has also worked with Chief Hicks. **Mayor Pederson** remarked that he had talked to the City Manager about that. He asked about our experience with the firm because Stephanie has a track record with us, but her husband/partner does not when it comes to dealing directly with staff. **PM Thorton** said that Mark would fill in when Fred was not available. **CM Minner** said that he would know Mark by face because he has been to a few of the commission meetings.

Commissioner Burry asked regarding the paralegal. Stone & Gerken were bringing a paralegal with them. He was not sure why they were so highly priced. **Mayor Pederson** pointed out that they just plugged the hourly rate that they proposed for the attorney times seven hundred hours. His reaction to that is if the commission wants to interview the first two, maybe Stone & Gerken could come in and explain that to them better. **Commissioner Robuck** feels that Stone & Gerken and Brionez & Brionez are more like one hundred and fifty to one hundred and sixty when you breakout that they will bill some of their time at the paralegal rate. It will not be enough to move the needle, but this is one case where, if it were just his decision, he would be looking at Stone & Gerken and Brionez & Brionez. Even if he had not looked at everything else just based on the price. One hundred and five thousand dollars is just too cheap for a city attorney. He normally likes to save money, but having a cheap attorney is not always a good thing. He wonders how they could do it at that rate and what would we be getting? Who would be dealing with your stuff if you are getting a flat fee? That low number concerns him. **Mayor**

Pederson asked the commission how they would like to move forward. **Commissioner Christian** said he had no problem with the first two, Voss Law Firm and Stone & Gerken. He would also like to interview Brionez & Brionez because they are familiar with the City. This was an important decision for the City, so he had no problem with making the time. He had no problem interviewing all five of them because this was an important decision. **Commissioner Connell** agreed. Those three firms would be fine with him interviewing. **Commissioner Burry** wanted to confirm what the top three candidates were. **CM Minner** said the top three were Stone & Gerken, Voss Law Firm, and Brionez & Brionez. **Mayor Pederson** said he was good with those. **CM Minner** remarked that this was a difficult decision. It is not one a commission does often. He has purposely tried not to advise the commission as far as firms because the attorney needs to be independent of the city manager. However, he does think the extension to these three firms is a good move. **Commissioner Burry** stated that when looking at the quality rankings we would be leaving number three out with interviews and interviewing number four. He suggested including Shephard Smith in the interviewing process. **PM Thorton** agreed with that and remarked that

from a procurement standpoint, it would be hard to skip three and include four. However, if you wanted to only interview the three candidates, that could be looked at as the three firms that received a number one ranking from one of the commissioners. Those would be the three firms you originally discussed; one, two and four. **Mayor Pederson** remarked that the consensus now was to interview the top four candidates. **CM Minner** said they would try to get this wrapped up by February 28th. He was unsure if they could do it, but they would contact the four firms, schedule the special meetings during the mornings and afternoons. He wanted to verify that everyone would be okay with doing this during the day in forty-five minute interviews. We could do them in pairs and reserve a forty-five minute segment after the fourth interview to discuss and vote on a selection. We could try and wrap it up to where we could possibly have a potential contract for February 28th or March 14th. **Commissioner Robuck** wanted to make sure the attorneys who would be representing us were there and that they did not send a different partner. He would also request that we not make the decision after the last interview. We should do it at the next commission meeting. He worries about being recency biased. Where we may like the last person we saw the most. It may be a good idea to take a step back, wait and think about it. **CM Minner** stated that we would try to get all four done before February 28th. We would put a discussion item on the February 28th agenda with a potential final contract for March 14th. **PM Thorton** commented that he likes to work these as true interviews. If you could come up with questions that you would like to direct to them, he would instruct them to bring their attorney that would be assigned to the city's account. **CM Minner** mentioned that they would be working on a formal question list that the commission may want to consider. They would get that sent out to them. **Mayor Pederson** stated that he knows Stone & Gerken and at least one other firm did interject the paralegal rate. Should we give those firms a heads up so they could come prepared to answer questions about that and how that may impact those numbers? **Commissioner Robuck** wanted to know at what percentage they would foresee the attorney billable amount. **Mayor Pederson** would like a chance for them to explain their numbers because they have provided an hourly rate fee for the attorney and another one for the paralegal. **PM Thorton** replied that with that number he took the worse case. We had no way of knowing. **Mayor Pederson** said he did a great job. He followed his methodology and it was hard for the law firm to answer that question. It depends on the case and the work load. He feels that they deserve a heads up before the interviews.

7. INFORMATIONAL REPORTS:

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

A. None

8. CITY ATTORNEY ITEMS:

CA Vasquez had no items to comment on tonight.

9. CITY MANAGER ITEMS:

CM Minner had no further comments this evening.

10. ROLL CALL:

Commissioner Christian mentioned that last night he received an email from a resident of Stock

subdivision. She was very concerned about the recent gun violence going on in Stock subdivision. He wondered if Police Chief Hicks could shed some ideas on the strategy we are taking. He actually drove through Stock subdivision four or five times this weekend just to see the type of activity going on over there. We have some younger residents who are pretty much walking through the neighborhood taking control and the neighbors are afraid. He thinks that the young lady told him she was shot on Tuesday just driving around the driveway. There were probably four or five other instances of gunfire. We have also had a couple of gunshot victims in Carver Heights over the last couple of weeks. He would like to know what our strategy is to curb some of this gun violence. What is our present police presence, our strategies that we have to eliminate or at least make our residents feel safe?

PC Hicks stated that over the past few weeks we have continued to implement some of our gun crime policies. We have been experiencing a pretty massive increase in violent crime, even statewide and nationwide. Here locally, especially within Marion, Lake, Orange and Sumter counties, the amount of juvenile gun crime has increased significantly, so much that we are working with the State Attorney's Office. Lake, Ocala and Marion County are working with them on our cases to bring legislation to the governor to help tighten up the gun laws on some of the juvenile crime consequences that are occurring. The department of Juvenile Justice is working with us steadily so that it is on a broader scale. When we bring it down more, we are identifying and isolating some of the juvenile crime that is occurring in our specific area. A lot of the shooters involved in these do not even live within the city limits of the City of Leesburg. They are coming into the city. There is crime going on and we are finding out that a lot of it has to do with social media stuff. It is not the traditional gangs that we have come to know through TV. These gangs are clicked up through their social media channels on who they like, that sort of thing. A lot of the shootings that we have experienced in the city are coming from people outside of the city. One of the shootings that was referenced was a recent homicide. That was a juvenile who moved into the city and within a week of that occurring, that person had just turned on the power on that day at their house. Immediately after the shooting, they went back to Ocala and that is where they were from and where they made the arrest on him. We had some great community partners help us with all of these crimes. All of the shootings that occurred in the Carver Heights area we have made arrests due to our community partnership. Bringing this down to a tighter scope. We are working with Eustis. They have experienced four shootings in the past two weeks. Where one person was shot in the face, which involved a juvenile shooter. We went to them a couple of weeks ago. We are also working with the Florida Department of Law Enforcement, Mt. Dora, Eustis and Tavares to create a task force. We are pulling our resources together to assist with that. Also, over the past week or so, the police department has had mandatory overtime for the officers. They are staying in Carver Heights and Stock subdivision and they rotate back and forth. It is a combination, but he does not want to get into the tactics of what is going on, but it is overtime. It is hard filling those slots. We are getting out there the best that we can and we will continue to do that. The kids walking around is another issue that we have. He called and talked to Ken Thomas in the Housing Department about taking a community approach, so we are looking at having some amnesty boxes. They essentially are not the greatest because they do not necessarily work. We did the "Kicks for Guns" and we did get a lot of guns turned in through that. It was very effective, but it was not hitting the "meat" of it. What we are looking to do, is work with community partners, grandparents and parents or whomever. If someone sees a gun in a drawer of a kid, take the gun and bring it to the amnesty area. It could be drugs or whatever. We do not care, no questions asked because that kid then has to ask for that gun. Some of the problems we run into and what we try to work with our community partners on, but there seems to be an issue with the parental units, whether it be grandparents or guardians. They do not get involved when they see a kid with a gun. Whether it be through intimidation or if they feel that the child needs it for protection. It is a societal issue that we have to work with on a much larger scale, but the amnesty helps. If the gun is gone, the kid has to figure out where it is. We are working on that and we have been in communication with quite a few residents inside Stock subdivision about what is going on. The scary part for them is when the driveby shootings occur. They shoot at houses and sometimes they shoot up "quote on quote" the wrong house. He does not know what you would call the right house, but it

is not the target house of who they were trying to shoot and innocent people have to deal with that situation. We are actively out there and enforcing this stuff and we will continue to do that. We will develop further strategies. Personnel is an issue and we need more people in the streets. We need to be able to deploy, because while we are dealing with violent crimes, he is still dealing with two thousand emails about traffic boxes in our gated communities and they deserve the same perks that everyone else is getting. Those are some of the challenges we have, but he wanted to layout some of the strategies that we are employing. **Commissioner Connell** remarked, speaking about the traffic boxes. Did we get those out there? **PC Hicks** said yes, as he hoped no one from Legacy was watching. They are the covert boxes they kept calling and asking him about. There is one on Mandarin Cove and they just installed one on Aurora. There will be another one installed on a street to be unnamed a week from now. We shall see how that goes. We have a computer analytics program. Once we receive and analyze the information, we will call a smaller meeting if possible to go over that information.

Commissioner Burry had no comment.

Commissioner Robuck had no comment.

Commissioner Connell had no comment.

Mayor Pederson asked the city manager for a brief update on the downtown building redevelopment grant program. **CM Minner** said that there were no updates. We have not received any applications. Staff would get it up on the website and get that rolling. **Mayor Pederson** said he had someone ask him, so he wanted to inquire.

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 7:18 p.m.

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.B.1.

Meeting Date: February 28, 2022

From: Mike Thornton, (Purchasing Manager), Tracey Dean, (Airport Manager)

Subject: Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Fixed Unit Price Agreement with Agriculture Construction Services, LLC; and providing an effective date.

Staff Recommendation:

Staff recommends awarding Invitation for Bid (IFB) 220051 to Agriculture Construction Services, LLC and approval of the resolution authorizing execution of the Agreement for Fixed Unit Price with Agriculture Construction Services, LLC for Airport Mowing, for an annual cost of \$29,757.00.

Analysis:

Prior to 2013, airfield mowing at the Leesburg International Airport was done by an outside contractor. Beginning in fiscal year 2013, a full-time position of Airport Maintenance Technician was added to the budget and multiple pieces of equipment were purchased. The airfield mowing was then done by a City employee. The Maintenance Technician responsible for the property in its entirety, resigned in good standing in November 2021. The Airport Manager requested the Procurement Division issue a formal Solicitation. Based on the pricing received, staff is recommending approval of the contract in lieu of filling the vacant airport technician position.

The equipment previously used (2015 JD Tractor) will be reallocated within the City. The Recreation Department needs a compact tractor. Reallocation of the airport tractor will eliminate the purchase of a new tractor which was included in the current budget.

Procurement Analysis:

The Procurement Division issued Invitation for Bid 220051 on December 17, 2021. On January 25, 2022, the City received nine (9) bid responses. As indicated by the Summary of Bids, Agriculture Construction Services, LLC submitted the most favorable unit price. Staff evaluated the bid submitted by Agriculture Construction Services and deemed the bid to be responsive and the bidder responsible.

Agriculture Construction Services is regularly engaged in providing similar large area mowing services for similar government organizations, such as Alachua County, Suwannee and St. Johns River Water Management Districts. References were requested from the organizations and favorable responses were received.

The agreement is a fixed unit price annual requirements agreement. The initial term of the agreement expires on September 30, 2024 and includes a provision for additional extension periods not to exceed an aggregate of three (3) additional years.

Options:

1. Approve award of IFB 220051 and approval of the resolution authorizing execution of the agreement with Agriculture Construction Services, LLC; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

The Airport fund will be paid back \$20,000 for the remaining value of the 2015 tractor. Funds for the mowing outsourcing are available from the vacant Airport Maintenance Technician.

Account No. 048-8021-542.46-25

Submission Date and Time: 2/23/2022 1:58:34 PM

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A
FIXED UNIT PRICE AGREEMENT WITH AGRICULTURE CONSTRUCTION
SERVICES, LLC; AND PROVIDING AN EFFECTIVE DATE.**

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

THAT the Mayor and City Clerk are hereby authorized to execute an agreement with Agriculture Construction Services, LLC whose address is 195 NE Rutherford Road, Lee, Florida 32059 for Airport Mowing pursuant to Invitation for Bid 220051.

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 28th day of February 2022.

Mayor

ATTEST:

City Clerk

SUMMARY OF BIDS

Invitation for Bid 220051

Bidder Name	Annual Quantity	Unit Cost (per Cut)	Estimated Annual Cost
Agriculture Construction Services, LLC Lee, Florida	13 Cuts	\$2,289.00	\$29,757.00
Kelly Klean, LLC MacClenny, Florida	13 Cuts	\$2,950.00	\$38,350.00
J Walton Mowing, Inc. Webster, Florida	13 Cuts	\$3,057.70	\$39,750.10
Boone Improvements, Inc. High Springs, Florida	13 Cuts	\$5,250.00	\$68,250.00
Jenkins Property Solutions, Inc. Auburndale, Florida	13 Cuts	\$5,250.00	\$68,250.00
Extreme Enterprises of Marion County, Inc. Ocala, Florida	13 Cuts	\$6,240.00	\$81,120.00
Aero Groundtek, LLC Ocoee, Florida	13 Cuts	\$7,100.00	\$92,300.00
Brightview Landscape Maintenance, LLC Orlando, Florida	13 Cuts	\$8,615.00	\$111,995.00
Helping Hand Lawn Care, LLC Apopka, Florida	13 Cuts	\$11,000.00	\$143,000.00

**FIXED UNIT PRICE
LARGE AREA MOWING SERVICES AGREEMENT**

THIS AGREEMENT is made as of the 28th day of February in the year 2022, between **THE CITY OF LEESBURG**, a Florida Municipal Corporation, whose address is 501 West Meadow Street, Post Office Box 490630, Leesburg, Florida 34749-0630 ("CITY"), and **AGRICULTURE CONSTRUCTION SERVICES, LLC** whose address is 195 NE Rutherford Road, Lee, Florida 32059, Post Office Box 127, Lee, Florida 32059 ("CONTRACTOR").

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

1. Contract Documents.

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

- a. This Agreement; and
- b. Solicitation Package for Invitation for Bid (IFB) 220051 – Airport Mowing; and
- c. The CONTRACTOR'S response to IFB 220051 made electronically on December 22, 2021 at 8:45:19 PM.

2. Scope of Services.

The CONTRACTOR shall furnish the following services generally described as **"AIRPORT MOWING"** to the CITY as listed in Invitation for Bid 220051. Nothing herein shall limit the CITY'S right to obtain bids or proposals for services from other contractors for same or similar work.

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

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

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

3. Firm Fixed Unit Price.

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

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

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

4. Term and Termination.

The initial term of this Agreement shall be from date of award through September 30, 2025, and includes an option to renew the agreement for an additional period not to exceed an aggregate of three (3) additional years or until the terms and conditions of this Agreement, including, but not limited to, its Scope of Services, have been completed, whichever occurs first, as determined by the CITY. All or part

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

5. Cost Adjustment.

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

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

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

6. Termination for Convenience.

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

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

7. Termination for Default.

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

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

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

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

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

8. Use by Other Entities (Piggyback).

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

9. Labor and Materials.

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

10. Insurance.

The CONTRACTOR will maintain throughout this Agreement the following insurance:

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

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

City of Leesburg

Attention: Mike Thornton, Purchasing Manager

P.O. Box 490630

Leesburg, Florida 34749-0630

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

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

11. Indemnification.

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

12. Codes, Laws, and Regulations.

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

13. Permits, Licenses, and Fees.

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

14. Public Records Retention.

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

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

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

15. Access to Records.

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

16. Contingent Fees Prohibited.

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

17. Acceptance of Goods or Services.

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

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

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

18. Payment.

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

19. Ownership of Documents.

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

20. Independent Contractor.

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

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

21. Assignment.

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

22. No Third-Party Beneficiaries.

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

23. Jurisdiction.

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

24. Force Majeure.

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

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

25. Non-appropriation.

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

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

26. Contact Person.

The primary contact person under this Agreement for the CONTRACTOR shall be ROGER MARLOW, Superintendent. The primary contact person under this Agreement for the CITY shall be TRACEY DEAN, Airport Manager.

27. Approval of Personnel.

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

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

28. Disclosure of Conflict.

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

29. Risk of Loss.

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

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

30. Employment Eligibility.

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

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

31. Illegal Alien Labor.

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

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

32. Counterparts.

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

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

33. Authority to Obligate.

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

[*Signature page follows.*]

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

AGRICULTURE CONSTRUCTION SERVICES, LLC

By: _____

Its: _____
(Title)

CITY OF LEESBURG, FLORIDA

Mike Pederson, Mayor

ATTEST:

J. Andi Purvis, City Clerk

ATTACHMENT 'A'

A.1. Unit Price Per Cut

Service Description	Qty	Unit Cost Per Cut	Extended Cost (Annual)
Airport Airside Area Mowing	13 Cuts (all areas)	\$2,289.00	\$29,757.00

A.2. Mowing Frequency

Contractor shall mow all areas thirteen (13) times each year according to the following schedule:

MONTH	NUMBER OF CUTS
January	0
February	1
March	1
April	1
May	1
June	2
July	2
August	2
September	1
October	1
November	1
December	0

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

Compliance with Nondiscrimination Requirements

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

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

2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor 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 sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the contractor under the contract until the contractor complies; and/or

- b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor 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 sponsor to enter into any litigation to protect the interests of the sponsor. 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* | *consultant*] has full responsibility to monitor compliance to the referenced statute or regulation. The [*contractor* | *consultant*] 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.

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.B.2.

Meeting Date: February 28, 2022

From: Mike Thornton, (Purchasing Manager), Robert Thilmony, (Gas Director)

Subject: Purchase request by the Gas Utility Department for construction services related to the Phase 2 upgrade to the Newell Hill Regulator station with Miller Pipeline, LLC for an amount not to exceed \$81,275.00.

Staff Recommendation:

Staff recommends approval of the purchase request to Miller Pipeline, LLC to provide construction services for the Phase 2 upgrade to the Newell Hill regulator station for an amount not to exceed \$81,275.00.

Analysis:

The Gas Utility Department completed the Phase 1 upgrade to the Newell Hill regulator station. The utilities' current work load does not allow for their own forces to complete Phase 2 and have elected to contract out the work. The Phase 2 upgrade generally consists of tying in the old regulator station to the new regulator station that has already been constructed. This will allow the utility to accommodate growth through out the gas system, including The Villages.

Procurement Analysis:

The Gas Utility obtained three price proposals for the work. The proposal submitted by Miller Pipeline, Inc. is the lowest responsive proposal. There was one other proposal at a lower cost but it did not include all the required work. Procurement recommends approval of the purchase request to Miller Pipeline, LLC for \$81,275.00.

Options:

1. Approve the purchase request to Miller Pipeline, LLC as presented; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

Funding is available in the current year for this project.

Account No. 042-2099-532.63-10
Project No. 420009
WF No. WF1301438 / 001

Submission Date and Time: 2/23/2022 2:18:10 PM

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.B.3.

Meeting Date: February 28, 2022

From: Mike Thornton, (Purchasing Manager), Brad Chase, (Electric Director)

Subject: Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a piggyback Agreement with Gresco Supply, Inc. for electric distribution transformers; and providing an effective date.

Staff Recommendation:

Staff recommends approval of the resolution authorizing execution of the Piggyback Agreement with Gresco Supply, Inc. to provide electric distribution transformers to the City.

Analysis:

This piggyback Agreement will establish an indefinite quantity indefinite delivery (IDIQ) unit price agreement for the purchase of electric transformers; single phase, three phase and overhead pole mount transformers. With the current supply chain issues obtaining the necessary transformers to support the current and anticipated development within the Electric Utility service area has been very difficult. The biggest hurdle has been lead times on orders. This Agreement will allow the City to create a partnership with Gresco Supply, Inc. so that the lead times can be reduced to as little as 12 weeks.

The City of Ocala Electric Utility uses the same specifications on single phase transformers. The City of Leesburg specifications for three phase and overhead transformers vary slightly and will receive those transformers per Leesburg specifications.

Procurement Analysis:

The City held a previous agreement with Gresco Supply, Inc. for this commodity. That contract has expired and the City desires to Piggyback the City of Ocala contract as being the most efficient method to obtain the required transformers. The City's purchasing policy allows for the piggyback of contracts awarded by other government entities.

Options:

1. Approve the resolution authorizing execution of the Piggyback Agreement with Gresco Supply, Inc. as presented; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

There is no fiscal impact with the approval of this resolution. The purchase of these transformers is brought into the electric inventory system which is a cash transaction as an added asset. The transformers are expensed to the specific job when they are issued from inventory and placed in the field. The fiscal impact will be realized when the transformers are installed in the field.

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
PIGGYBACK AGREEMENT WITH GRESCO SUPPLY, INC. FOR ELECTRIC
DISTRIBUTION TRANSFORMERS; 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 Piggyback Agreement with GRESCO SUPPLY, INC. for electric distribution transformers.

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 28th day of February 2022.

Mayor

ATTEST:

City Clerk

**AGREEMENT TO PIGGYBACK A CONTRACT FOR SERVICES
BID BY ANOTHER PUBLIC ENTITY**

THIS AGREEMENT is made as of the 28th day of February in the year 2022, between the CITY OF LEESBURG, a Florida Municipal Corporation (hereinafter referred to as the "CITY"), and GRESCO SUPPLY, INC. (hereinafter referred to as the "CONTRACTOR").

RECITALS:

WHEREAS, GRESCO SUPPLY, INC. ("CONTRACTOR"), entered into an Agreement dated June 17, 2020 and ending March 2, 2023 with the CITY OF OCALA, FLORIDA and included herein as Exhibit 'A'.

WHEREAS, The City of Leesburg, a Florida municipal corporation ("CITY") has the legal authority to "piggyback" onto a contract procured by another government entity when seeking to utilize the same or similar services provided by the said contract; and

WHEREAS, the CITY desires to "piggyback" onto the above referenced Contract between the CONTRACTOR and the City of Ocala, Florida for utilization of the same or similar services for providing electric distribution transformers of all types and the CONTRACTOR consents to the aforesaid "piggybacking".

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. AFFIRMATION

The CONTRACTOR affirms and ratifies the terms and conditions of the above referenced Contract with the City of Ocala, Florida and agrees to perform the services set forth herein for the CITY in accordance with the terms of said Contract through the ending date of the Contract.

2. **CHANGES**

Services shall be provided in accordance with the terms of the Contract with the City of Ocala, Florida except for the following changes. All other terms shall remain.

- a. **Point of Delivery.** Services for the CITY shall be made to the locations as designated by the CITY.
- b. **Party Substitution.** References to "City of Ocala" and "City" in Exhibit 'A' will be replaced with City of Leesburg (CITY).
- c. **Product Specification Changes.** Specifications for 3-phase transformers and overhead transformers will be revised to meet City of Leesburg Transformer Specifications included as Exhibit 'B'. Item pricing will also be adjusted to reflect the changes in the specifications.

3. **AMENDMENT**

Any Amendments to "piggybacked" Contract between CONTRACTOR and City of Ocala, Florida will be automatically incorporated into this Agreement; including extension of the Contract term.

4. **COUNTERPARTS**

Counterparts. This Agreement may be executed in multiple counterparts, each of which may be considered an original, but all of which together shall constitute but one and the same instrument. This Agreement when signed by a party may be delivered by electronic mail or facsimile transmission with the same force and effect as if the same were an executed and delivered original, manually-signed counterpart.

[Signature page follows]

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

GRESKO SUPPLY, INC.

By: _____

Printed: _____

Its: _____

(Title)

THE CITY OF LEESBURG, FLORIDA

Mike Pederson, Mayor

ATTEST:

J. Andi Purvis, City Clerk

**AGREEMENT FOR TRANSFORMER SUPPLY AND DELIVERY SERVICES**

THIS AGREEMENT FOR TRANSFORMER SUPPLY AND DELIVERY SERVICES ("Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City"), and **GRESKO SUPPLY, INC.**, a for profit corporation duly organized in the State of Georgia and authorized to do business in the State of Florida (EIN: 58-2246694) ("Vendor").

RECITALS:

WHEREAS, on January 10, 2020, City issued an Invitation to Bid ("ITB") for the supply and delivery of high-use single and three-phase pad and pole mount transformers filled with Ester Oil to the City on an as-needed basis, ITB No.: ELE/190961 (the "Solicitation"); and

WHEREAS, a total of four (4) firms responded to the Solicitation and, after consideration of price and other evaluation factors set forth in the Solicitation, the bid submitted by Vendor was found to be the highest ranked bid as scored by City; and

WHEREAS, Vendor was chosen as the intended awardee to supply and deliver high-use single and three-phase pad and pole mount transformers filled with Ester Oil to the City on an as-needed basis to the City (the "Project"); and

WHEREAS, Vendor certifies that Vendor and its subcontractors are qualified and possess the required licensure and skill to perform the work required for the Project; and

NOW THEREFORE, in consideration of the foregoing recitals, the following mutual covenants and conditions, and other good and valuable consideration, City and Vendor agree as follows:

TERMS OF AGREEMENT:

1. **RECITALS.** City and Vendor hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.
2. **CONTRACT DOCUMENTS.** The Contract Documents which comprise the entire understanding between City and Vendor shall only include: (a) this Agreement; (b) those documents listed in this section as Exhibits to this Agreement; (c) the City's Solicitation for the Project and the bid submitted by Vendor in response to same (the "Solicitation Documents"); and (d) those documents identified in the Project Specifications section of this Agreement (if any). Each of these documents are incorporated herein by reference for all purposes.

If there is a conflict between the terms of this Agreement and the Contract Documents, then the terms of this Agreement shall control, amend, and supersede any conflicting terms contained in the remaining Contract Documents.



A. Exhibits to Agreement: The Exhibits to this Agreement are as follows:

- Exhibit A: Scope of Work (A-1 through A-2)
- Exhibit B: Unit Pricing (B-1 through B-2)
- Exhibit C: Transformer Reserve Stocking Quantities (C-1)
- Exhibit D: Figure for Three Phase Pad Mount (D-1 through D-2)
- Exhibit E: General Specifications for Single Phase Pad Mount Transformers (E-1 through E-2)
- Exhibit F: General Specifications for Single Phase Pole Mount Transformers (F-1)
- Exhibit G: General Specifications for Three Phase Pad Mount Transformers (G-1 through G-2)
- Exhibit H: ERMCO Specifications (E-1 through E-23)

If there is a conflict between the individual Exhibits regarding the scope of work to be performed, then any identified inconsistency shall be resolved by giving precedence in the following order: (1) Exhibit A, then (2) Exhibit B, then (3) Exhibit C, then (4) Exhibit D, then (5) Exhibit E, then (6) Exhibit F, then (7) Exhibit G, then (8) Exhibit H.

3. **SCOPE OF SERVICES.** Vendor shall provide all materials, labor, supervision, tools, accessories, equipment, permits, fees, testing, inspections, certifications, and all other things necessary for Vendor to perform its obligations under this Agreement as set forth in the attached **Exhibit A - Scope of Work** and the Solicitation Documents. The Scope of Work under this Agreement may only be adjusted by written amendment executed by both parties.
4. **TERM OF AGREEMENT.** This Agreement shall become effective and commence on **MARCH 3, 2020** and continue in effect through and including **MARCH 2, 2023**. This agreement may be renewed for two (2) additional one-year (1-year) periods by written consent between City and Vendor. Any and all renewals shall be subject to a maximum negotiated price increase of no more than **THREE PERCENT (3%)** based on the Producer Price Index by Industry: Electric Power and Specialty Transformer Manufacturing: Power and Distribution Transformers, Except Parts (PPI Index Number: PCU3353113353111).
5. **COMPENSATION.** City shall pay Vendor up to a maximum limiting amount of **TWO MILLION, FOUR HUNDRED SIXTY-TWO THOUSAND, SIX HUNDRED SEVENTY-ONE AND 01/100 DOLLARS (\$2,462,671.01)** (the "Contract Sum") as full and complete compensation for the timely and satisfactory provision of materials and services over the course of the Agreement



term in accordance with the Contract Documents and unit pricing set forth in the attached **Exhibit B – Unit Pricing**.

- A. **Reserve Quantity:** Vendor shall store reserve transformers – approximately two hundred fifty (25) pole mount and seventy (70) pad mount transformers in varying single-phase and three-phase sizes – at Vendor's facility. Vendor's facility must be located within a one hundred (100) mile travel distance from City's warehouse facility located at 1805 NE 30th Avenue, Building 700, Ocala, FL 34470. City shall conduct a monthly and quarterly evaluation of Vendor's inventory of transformers.
- B. **Quarterly Pricing and Stocking Reviews:** Vendor's pricing shall remain firm for the term of the Agreement and any subsequent renewal periods. Vendor shall provide quarterly (January 1, April 1, July 1 and October 1) pricing reports and other documentation necessary to validate any pricing increases. Vendor and City shall have quarterly reviews to evaluate escalating and de-escalating prices and stocking. City shall have final approval of any suggested pricing increases. Upon the written consent of City, any and all price adjustments shall be subject to a maximum negotiated price increase of no more than **THREE PERCENT (3%) PER QUARTER** based on the Producer Price Index by Industry: Electric Power and Specialty Transformer Manufacturing: Power and Distribution Transformers, Except Parts (PPI Index Number: PCU3353113353111).
- C. **Invoice Submission.** All invoices submitted by Vendor shall include the City Contract Number, an assigned Invoice Number, and an Invoice Date. Vendor shall submit the original invoice through the responsible City Project Manager at: **City of Ocala, Attn:** Mary Ann St. Laurent, **Address:** 1802 NE 30th Avenue, Ocala, FL 34470, **E-Mail:** mstlaurent@ocalafl.org.
- D. **Payment of Invoices by City.** The City Project Manager must review and approve all invoices prior to payment. City Project Manager's approval shall not be unreasonably withheld, conditioned, or delayed. Payments by City shall be made no later than the time periods established in section 218.735, Florida Statutes.
- E. **Withholding of Payment.** City reserves the right to withhold, in whole or in part, payment for any and all work that: (i) has not been completed by Vendor; (ii) is inadequate or defective and has not been remedied or resolved in a manner satisfactory to the City Project Manager; or (iii) which fails to comply with any term, condition, or other requirement under this Agreement. Any payment withheld shall be released and remitted to Vendor within **THIRTY (30)** calendar days of the Vendor's remedy or resolution of the inadequacy or defect.



- F. **Excess Funds.** If due to mistake or any other reason Vendor receives payment under this Agreement in excess of what is provided for by the Agreement, Vendor shall promptly notify City upon discovery of the receipt of the overpayment. Any overpayment shall be refunded to City within **THIRTY (30)** days of Vendor's receipt of the overpayment or must also include interest calculated from the date of the overpayment at the interest rate for judgments at the highest rate as allowed by law.
- G. **Tax Exemption.** City is exempt from all federal excise and state sales taxes (State of Florida Consumer's Certification of Exemption 85-8012621655C-9). The City's Employer Identification Number is 59-60000392. Vendor shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the City, nor will Vendor be authorized to use City's Tax Exemption Number for securing materials listed herein.
6. **FORCE MAJEURE.** Neither party shall be liable for delay, damage, or failure in the performance of any obligation under this Agreement if such delay, damage, or failure is due to causes beyond its reasonable control, including without limitation: fire, flood, strikes and labor disputes, acts of war, acts of nature, terrorism, civil unrest, acts or delays in acting of the government of the United States or the several states, judicial orders, decrees or restrictions, or any other like reason which is beyond the control of the respective party ("Force Majeure"). The party affected by any event of force majeure shall use reasonable efforts to remedy, remove, or mitigate such event and the effects thereof with all reasonable dispatch.
- The party affected by force majeure shall provide the other party with full particulars thereof including, but not limited to, the nature, details, and expected duration thereof, as soon as it becomes aware.
- When force majeure circumstances arise, the parties shall negotiate in good faith any modifications of the terms of this Agreement that may be necessary or appropriate in order to arrive at an equitable solution. Vendor performance shall be extended for a number of days equal to the duration of the force majeure. Vendor shall be entitled to an extension of time only and, in no event, shall Vendor be entitled to any increased costs, additional compensation, or damages of any type resulting from such force majeure delays.
7. **INSPECTION AND ACCEPTANCE OF THE WORK.** Vendor shall report its progress to the City Project Manager as set forth herein. All services, work, and materials provided by Vendor under this Agreement shall be provided to the satisfaction and approval of the Project Manager.



- A. The Project Manager shall decide all questions regarding the quality, acceptability, and/or fitness of materials furnished, or workmanship performed, the rate of progress of the work, the interpretation of the plans and specifications, and the acceptable fulfillment of the Agreement, in his or her sole discretion, based upon both the requirements set forth by City and the information provided by Vendor in its Proposal. The authority vested in the Project Manager pursuant to this paragraph shall be confined to the direction or specification of what is to be performed under this Agreement and shall not extend to the actual execution of the work.
- B. Neither the Project Manager's review of Vendor's work nor recommendations made by Project Manager pursuant to this Agreement will impose on Project Manager any responsibility to supervise, direct, or control Vendor's work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident Vendor's furnishing and performing the work.
8. **TERMINATION AND DEFAULT.** Either party, upon determination that the other party has failed or refused to perform or is otherwise in breach of any obligation or provision under this Agreement or the Contract Document, may give written notice of default to the defaulting party in the manner specified for the giving of notices herein. Termination of this Agreement by either party for any reason shall have no effect upon the rights or duties accruing to the parties prior to termination.
- A. **Termination by City for Cause.** City shall have the right to terminate this Agreement immediately, in whole or in part, upon the failure of Vendor to carry out any obligation, term, or condition of this Agreement. City's election to terminate the Agreement for default shall be communicated by providing Vendor written notice of termination in the manner specified for the giving of notices herein. Any notice of termination given to Vendor by City shall be effective immediately, unless otherwise provided therein, upon the occurrence of any one or more of the following events:
- (1) Vendor fails to timely and properly perform any of the services set forth in the specifications of the Agreement;
 - (2) Vendor provides material that does not meet the specifications of the Agreement;
 - (3) Vendor fails to complete the work required within the time stipulated in the Agreement; or
 - (4) Vendor fails to make progress in the performance of the Agreement and/or gives City reason to believe that Vendor cannot or will not perform to the requirements of the Agreement



- B. **Vendor's Opportunity to Cure Default.** City may, in its sole discretion, provide Vendor with an opportunity to cure the violations set forth in City's notice of default to Vendor. Vendor shall commence to cure the violations immediately and shall diligently and continuously prosecute such cure to completion within a reasonable time as determined by City. If the violations are not corrected within the time determined to be reasonable by City or to the reasonable satisfaction of City, City may, without further notice, declare Vendor to be in breach of this Agreement and pursue all remedies available at law or equity, to include termination of this Agreement without further notice.
- C. **City's Remedies Upon Vendor Default.** In the event that Vendor fails to cure any default under this Agreement within the time period specified in this section, City may pursue any remedies available at law or equity, including, without limitation, the following:
- (1) City shall be entitled to terminate this Agreement without further notice;
 - (2) City shall be entitled to hire another vendor to complete the required work in accordance with the needs of City;
 - (3) City shall be entitled to recover from Vendor all damages, costs, and attorney's fees arising from Vendor's default prior to termination; and
 - (4) City shall be entitled to recovery from Vendor any actual excess costs by: (i) deduction from any unpaid balances owed to Vendor; or (ii) placing a claim against the public construction bond; or (iii) any other remedy as provided by law.
- D. **Termination for Convenience.** City reserves the right to terminate this Agreement in whole or in part at any time for the convenience of City without penalty or recourse. The Project Manager shall provide written notice of the termination. Upon receipt of the notice, Vendor shall immediately discontinue all work as directed in the notice, notify all subcontractors of the effective date of the termination, and minimize all further costs to City including, but not limited to, the placing of any and all orders for materials, facilities, or supplies, in connection with its performance under this Agreement. Vendor shall be entitled to receive compensation solely for: (1) the actual cost of the work completed in conformity with this Agreement; and/or (2) such other costs incurred by Vendor as permitted under this Agreement and approved by City.
9. **PERFORMANCE EVALUATION.** At the end of the contract, City may evaluate Vendor's performance. Any such evaluation will become public record.
10. **NOTICE REGARDING FAILURE TO FULFILL AGREEMENT.** Any vendor who enters into an Agreement with the City of Ocala and fails to complete the contract term, for any reason,



shall be subject to future bidding suspension for a period of **ONE (1)** year and bid debarment for a period of up to **THREE (3)** years for serious contract failures.

11. VENDOR REPRESENTATIONS. Vendor expressly represents that:

- A. Vendor has read and is fully familiar with all the terms and conditions of this Agreement, the Contract Documents, and other related data and acknowledges that they are sufficient in scope and detail to indicate and convey understanding of all terms and conditions of the work to be performed by Vendor under this Agreement.
- B. Vendor has disclosed, in writing, all known conflicts, errors, inconsistencies, discrepancies, or omissions discovered by Vendor in the Contract Documents, and that the City's written resolution of same is acceptable to Vendor.
- C. Vendor is familiar with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its performance under this Agreement whatsoever.
- D. Vendor is satisfied with the site conditions that may affect cost, progress, and performance of the work, as observable or determinable by Vendor's own investigation.
- E. **Public Entity Crimes.** Neither Vendor, its parent corporations, subsidiaries, members, shareholders, partners, officers, directors or executives, nor any of its affiliates, contractors, suppliers, subcontractors, or consultants under this Agreement have been placed on the convicted vendor list following a conviction of a public entity crime. Vendor understands that a "public entity crime" as defined in section 287.133(1)(g), Florida Statutes, is "a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States..." Vendor further understands that any person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime: (1) may not submit a bid, proposal, or reply on a contract: (a) to provide any goods or services to a public entity; (b) for the construction or repair of a public building or public work; or (c) for leases of real property to a public entity; (2) may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and (3) may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

12. VENDOR RESPONSIBILITIES. Except as otherwise specifically provided for in this Agreement, the following provisions are the responsibility of the Vendor:



- A. Vendor shall competently and efficiently supervise, inspect, and direct all work to be performed under this Agreement, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the work in accordance with the Contract Documents.
 - B. Vendor shall be solely responsible for the means, methods, techniques, sequences, or procedures of construction and safety precautions or programs incident thereto.
 - C. Vendor shall be responsible to see that the finished work complies accurately with the contract and the intent thereof.
 - D. Vendor shall comply with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its performance under this Agreement, to include obtaining all permits, licenses, and other authorizations necessary for the prosecution of the work and be responsible for all costs associated with same.
 - E. Vendor shall continue its performance under this Agreement during the pendency of any dispute or disagreement arising out of or relating to this Agreement, except as Vendor and City may otherwise agree in writing.
13. **NO EXCLUSIVITY.** It is expressly understood and agreed by the parties that this is not an exclusive agreement. Nothing in this Agreement shall be construed as creating any exclusive arrangement with Vendor or as prohibit City from either acquiring similar, equal, or like goods and/or services or from executing additional contracts with other entities or sources.
14. **RESPONSIBILITIES OF CITY.** City or its representative shall issue all communications to Vendor. City has the authority to request changes in the work in accordance with the terms of this Agreement and with the terms in **Exhibit A – Scope of Work**. City has the authority to stop work or to suspend any work.
15. **COMMERCIAL AUTO LIABILITY INSURANCE.** Vendor shall procure and maintain, for the life of this Agreement, commercial auto liability insurance covering all automobiles owned, non-owned, hired, and scheduled by Vendor with a combined limit of not less than One Million Dollars (\$1,000,000) for bodily injury and property damage for each accident. Vendor shall name City as an additional insured under the insurance policy.
16. **COMMERCIAL GENERAL LIABILITY INSURANCE.** Vendor shall procure and maintain, for the life of this Agreement, commercial general liability insurance with minimum coverage limits not less than:



- A. One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate limit for bodily injury, property damage, and personal and advertising injury; and
 - B. One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate limit for products and completed operations.
 - C. Coverage for contractual liability is also required.
 - D. City, a political subdivision of the State of Florida, and its officials, employees, and volunteers shall be covered as an additional insured with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage regarding liability arising out of activities performed by or on behalf of Vendor. The coverage shall contain no special limitation on the scope of protection afforded to City, its officials, employees, or volunteers.
17. **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY.** Vendor shall procure and maintain, for the life of this Agreement, Workers' Compensation insurance and employer's liability insurance in amounts required by applicable statutes. Vendor shall ensure any and all subcontractors have coverage as required by applicable statutes. City requires policies under this section to be endorsed to waive the insurer's right to subrogate against City and its officials, employees, volunteers by including a Waiver of Our Right to Recover from Others Endorsement (WC 00 03 13). Exceptions and exemptions may be allowed by City's HR/Risk Director, so long as they are in accordance with Florida Statute.
18. **MISCELLANEOUS INSURANCE PROVISIONS.**
- A. Insurance Requirements. These insurance requirements shall not relieve or limit the liability of Vendor. City does not in any way represent that these types or amounts of insurance are sufficient or adequate to protect Vendor's interests or liabilities but are merely minimums. No insurance is provided by the City under this contract to cover Vendor. **No work shall be commenced under this contract until the required Certificate(s) of Insurance have been provided.** Work shall not continue after expiration (or cancellation) of the Certificates of Insurance and shall not resume until new Certificate(s) of Insurance have been provided. Insurance written on a "Claims Made" form is not acceptable without consultation with City of Ocala Risk Management.
 - B. Deductibles. Vendor is responsible for the amount of any deductible or self-insured retention. Vendor's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by City.



- C. Certificates of Insurance. Vendor shall provide a Certificate of insurance, issued by an agency authorized to do business in the State of Florida and with an A.M. Best rating* of at least an A, showing the "City of Ocala" as an Additional Insured. Shown on the certificate at the certificate holder should be: **City of Ocala, Contracting Department, Third Floor, 110 SE Watula Avenue, Ocala, FL 34471**. Renewal certificates must also be forwarded to the Contracting Department prior to the policy expiration. **TEN (10)** days written notice must be provided to the City in the event of cancellation.

*Non-rated insurers must be pre-approved by the City Risk Manager.

- D. Failure to Maintain Coverage. In the event Vendor fails to disclose each applicable deductible/self-insured retention or obtain or maintain in full force and effect any insurance coverage required to be obtained by Vendor under this Agreement, Vendor shall be considered to be in default of this Agreement.
- E. Severability of Interests. Vendor shall arrange for its liability insurance to include General Liability, Business Automobile Liability, and Excess/Umbrella Insurance, or to be endorsed to include a severability of interests/cross liability provision so that the "City of Ocala" (where named as an additional insured) will be treated as if a separate policy were in existence, but without increasing the policy limits.

19. **SAFETY/ENVIRONMENTAL**. Vendor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Vendor shall make an effort to detect hazardous conditions and shall take prompt action where necessary to avoid accident, injury or property damage. EPA, DEP, OSHA and all other applicable safety laws and ordinances shall be followed as well as American National Standards Institute Safety Standards. Vendor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

- A. All employees on the work and other persons that may be affected thereby;
- B. All work, materials and equipment to be incorporated therein, whether in storage on or off the site; and
- C. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

All, injury, or loss to any property caused, directly or indirectly, in whole or in part, by Vendor, any subcontractor, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, shall be remedied by Vendor. Vendor's duties and



responsibilities for the safety and protection of the work shall continue until such time as the work is completed and accepted by City.

20. **NON-DISCRIMINATORY EMPLOYMENT PRACTICES.** During the performance of the contract, the Vendor shall not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, sexual orientation, gender identity, marital or domestic partner status, familial status, or veteran status and shall take affirmative action to ensure that an employee or applicant is afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation and selection for training or retraining, including apprenticeship and on-the-job training.
21. **SUBCONTRACTORS.** Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by City or its representatives to any subcontractor of Vendor or any other persons or organizations having a direct contract with Vendor, nor shall it create any obligation on the part of City or its representatives to pay or seek payment of any monies to any subcontractor of Vendor or any other persons or organizations having a direct contract with Vendor, except as may otherwise be required by law. City shall not be responsible for the acts or omissions of any Vendor, subcontractor, or of any of their agents or employees, nor shall it create any obligation on the part of City or its representatives to pay or to seek the payment of any monies to any subcontractor or other person or organization, except as may otherwise be required by law.
22. **DELAYS AND DAMAGES.** The Vendor agrees to make no claim for extra or additional costs attributable to any delays, inefficiencies, or interference in the performance of this contract occasioned by any act or omission to act by the City except as provided in the Agreement. The Vendor also agrees that any such delay, inefficiency, or interference shall be compensated for solely by an extension of time to complete the performance of the work in accordance with the provision in the standard specification.
23. **EMERGENCIES.** In an emergency affecting the welfare and safety of life or property, Vendor, without special instruction or authorization from the City Project Manager, is hereby permitted, authorized and directed to act at its own discretion to prevent threatened loss or injury. Except in the case of an emergency requiring immediate remedial work, any work performed after regular working hours, on Saturdays, Sundays or legal holidays, shall be performed without additional expense to the City unless such work has been specifically requested and approved by the City Project Manager. Vendor shall be required to provide to



the City Project Manager with the names, addresses and telephone numbers of those representatives who can be contacted at any time in case of emergency. Vendor's emergency representatives must be fully authorized and equipped to correct unsafe or excessively inconvenient conditions on short notice by City or public inspectors.

24. **INDEPENDENT CONTRACTOR STATUS.** Vendor acknowledges and agrees that under this Agreement, Vendor and any agent or employee of Vendor shall be deemed at all times to be an independent contractor and shall be wholly responsible for the manner in which it performs the services and work required under this Agreement. Neither Vendor nor its agents or employees shall represent or hold themselves out to be employees of City at any time. Neither Vendor nor its agents or employees shall have employee status with City. Nothing in this Agreement shall constitute or be construed to create any intent on the part of either party to create an agency relationship, partnership, employer-employee relationship, joint venture relationship, or any other relationship which would allow City to exercise control or discretion over the manner or methods employed by Vendor in its performance of its obligations under this Agreement.
25. **ACCESS TO FACILITIES.** City shall provide Vendor with access to all City facilities as is reasonably necessary for Vendor to perform its obligations under this Agreement.
26. **ASSIGNMENT.** Neither party may assign its rights or obligations under this Agreement to any third party without the prior express approval of the other party, which shall not be unreasonably withheld.
27. **RIGHT OF CITY TO TAKE OVER CONTRACT.** Should the work to be performed by Vendor under this Agreement be abandoned, or should Vendor become insolvent, or if Vendor shall assign or sublet the work to be performed hereunder without the written consent of City, the City Project Manager shall have the power and right to hire and acquire additional men and equipment, supply additional material, and perform such work as deemed necessary for the completion of this Agreement. Under these circumstances, all expenses and costs actually incurred by City to accomplish such completion shall be credited to City along with amounts attributable to any other elements of damage and certified by the Project Manager. The City Project Manager's certification as to the amount of such liability shall be final and conclusive.
28. **PUBLIC RECORDS.** The Vendor shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, the Vendor shall:
- A. Keep and maintain public records required by the public agency to perform the service.
 - B. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or



copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Vendor does not transfer the records to the public agency.
- D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Vendor or keep and maintain public records required by the public agency to perform the service. If the Vendor transfers all public records to the public agency upon completion of the contract, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of the contract, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: CITY OF OCALA, OFFICE OF THE CITY CLERK; 352-629-8266; E-mail: clerk@ocalafl.org; City Hall, 110 SE Watula Avenue, Ocala, FL 34471.

- 29. **AUDIT.** Vendor shall comply and cooperate immediately with any inspections, reviews, investigations, or audits relating to this Agreement as deemed necessary by the Florida Office of the Inspector General, the City's Internal or External auditors or by any other Florida official with proper authority.
- 30. **PUBLICITY.** Vendor shall not use City's name, logo, seal or other likeness in any press release, marketing materials, or other public announcement without City's prior written approval.
- 31. **E-VERIFY.** In accordance with Executive Order 11-116, Vendor shall utilize the U.S. Agency of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all employees hired during the term of this Agreement. Vendor shall also require



all subcontractors performing work under this Agreement to utilize the E-Verify system for any employees they may hire during the term of this Agreement.

32. **CONFLICT OF INTEREST.** Vendor is required to have disclosed, with the submission of their bid, the name of any officer, director, or agent who may be employed by the City. Vendor shall further disclose the name of any City employee who owns, directly or indirectly, any interest in Vendor's business or any affiliated business entity. Any additional conflicts of interest that may occur during the contract term must be disclosed to the City of Ocala Procurement Department.
33. **WAIVER.** The failure or delay of any party at any time to require performance by another party of any provision of this Agreement, even if known, shall not affect the right of such party to require performance of that provision or to exercise any right, power or remedy hereunder. Any waiver by any party of any breach of any provision of this Agreement should not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power or remedy under this Agreement. No notice to or demand on any party in any circumstance shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances.
34. **SEVERABILITY OF ILLEGAL PROVISIONS.** Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under the applicable law. Should any portion of this Agreement be declared invalid for any reason, such declaration shall have no effect upon the remaining portions of this Agreement.
35. **INDEMNITY.** Vendor shall indemnify and hold harmless City and its elected officials, employees and volunteers against and from all damages, claims, losses, costs, and expenses, including reasonable attorneys' fees, which City or its elected officials, employees or volunteers may sustain, or which may be asserted against City or its elected officials, employees or volunteers, arising out of the activities contemplated by this Agreement including, without limitation, harm or personal injury to third persons during the term of this Agreement to the extent attributable to the actions of Vendor, its agents, and employees.
36. **NO WAIVER OF SOVEREIGN IMMUNITY.** Nothing herein is intended to waive sovereign immunity by the City to which sovereign immunity may be applicable, or of any rights or limits of liability existing under Florida Statute § 768.28. This term shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until any proceeding brought under this Agreement is barred by any applicable statute of limitations.
37. **NOTICES.** All notices, certifications or communications required by this Agreement shall be given in writing and shall be deemed delivered when personally served, or when received if

CONTRACT# ELE/190961

by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by e-mail. All notices shall be addressed to the respective parties as follows:

If to Vendor: Gresco Supply, Inc.
Attention: Anthony Mells
6421 County Road 219
Wildwood, Florida 34785
Phone: 352-748-9550
E-mail: Anthony.mells@gresco.com

If to City of Ocala: Tiffany Kimball, Contracting Officer
110 SE Watula Avenue, 3rd Floor
Ocala, Florida 34471
Phone: 352-629-8366
Fax: 352-690-2025
E-mail: tkimball@ocalafl.org

Copy to:

Patrick G. Gilligan, Esquire
Gilligan, Gooding, Franjola & Batsel, P.A.
1531 SE 36th Avenue
Ocala, Florida 34471
Phone: 352-867-7707
Fax: 352-867-0237
E-mail: pgilligan@ocalalaw.com

38. **ATTORNEYS' FEES.** If any civil action, arbitration or other legal proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees, sales and use taxes, court costs and all expenses reasonably incurred even if not taxable as court costs (including, without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that civil action, arbitration or legal proceeding, in addition to any other relief to which such party or parties may be entitled. Attorneys' fees shall include, without limitation, paralegal fees, investigative fees, administrative costs, sales and use taxes and all other charges reasonably billed by the attorney to the prevailing party.



39. **JURY WAIVER.** IN ANY CIVIL ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY ANY OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.

40. **GOVERNING LAW.** This Agreement is and shall be deemed to be a contract entered and made pursuant to the laws of the State of Florida and shall in all respects be governed, construed, applied and enforced in accordance with the laws of the State of Florida.

41. **JURISDICTION AND VENUE.** The parties acknowledge that a majority of the negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Marion County, Florida. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought only in the courts of record of the State of Florida in Marion County or the United States District Court, Middle District of Florida, Ocala Division. Each party consents to the exclusive jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court and/or the right to bring an action or proceeding in any other court. Service of any court paper may be effected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules of procedures or local rules.

42. **REFERENCE TO PARTIES.** Each reference herein to the parties shall be deemed to include their successors, assigns, heirs, administrators, and legal representatives, all whom shall be bound by the provisions hereof.

43. **MUTUALITY OF NEGOTIATION.** Vendor and City acknowledge that this Agreement is a result of negotiations between Vendor and City, and the Agreement shall not be construed in favor



of, or against, either party because of that party having been more involved in the drafting of the Agreement.

44. **SECTION HEADINGS.** The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.
45. **RIGHTS OF THIRD PARTIES.** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or because of this Agreement on any persons other than the parties hereto and their respective legal representatives, successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.
46. **AMENDMENT.** No amendment to this Agreement shall be effective except those agreed to in writing and signed by both parties to this Agreement.
47. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
48. **ELECTRONIC SIGNATURE(S).** Vendor, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Agreement. Further, a duplicate or copy of the Agreement that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Agreement for all purposes.
49. **ENTIRE AGREEMENT.** This Agreement, including exhibits, (if any) constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof. There are no other representations, warranties, promises, agreements or understandings, oral, written or implied, among the Parties, except to the extent reference is made thereto in this Agreement. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any of the terms of this Agreement. No representations, understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein.
50. **LEGAL AUTHORITY.** 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 to bind and obligate such party with respect to all provisions contained in this Agreement.



IN WITNESS WHEREOF, the parties have executed this Agreement on the ____ day of
06 / 17 / 2020, 2020

ATTEST:

CITY OF OCALA

Angel B. Jacobs

Jay A Musleh

Angel B. Jacobs

Jay A. Musleh

City Clerk

City Council President

Approved as to form and legality:

GRESKO SUPPLY, INC.

/s/ Robert W. Batsel, Jr.

Todd K. McLellan

Robert W. Batsel, Jr.

By: Todd K. McLellan

Assistant City Attorney

(Printed Name)

Title: Todd K. McLellan

(Vice President or higher)

Exhibit 'A'

Exhibit A- Scope of Work

Contract# ELE/190961

Ocala Electric Utility ("OEU") provides electric service to customers within the City of Ocala and portions of Marion County, Florida. OEU is a public electric utility with over 42,600 residential customers, 8,300 commercial customers and 1,048 large industrial customers in a 160-square mile service area.

Vendor services shall include the procurement, stocking, and immediate delivery of ester oil-filled, high use, single-phase and three-phase pad and pole mount transformers for OEU on an as needed basis to assure that City has an adequate number of transformers in reserve at all times throughout the term of the Agreement. All Vendor services shall be expected to meet the needs of the City at all times, to include the immediate delivery of materials during the occurrence of catastrophic events (i.e., storms, hurricanes, tornadoes, etc.).

Vendor's services shall be completed as indicated in the Agreement and Contract Documents. All transformers provided under the Agreement must conform to all codes and standards applicable to this type of work including, but not limited to, the latest American National Standards Institute (ANSI) and National Electrical Manufacturers Association (NEMA) Standards.

City will guarantee the purchase of any and all transformers held under contract at the end of the bid's life.

A. Vendor Requirements

1. Vendor shall provide a flatbed truck for the delivery of transformers to City's warehouse facility or other required jobsite.
2. Vendor shall be responsible for offloading of transformers as needed or requested by the City Project Manager, or other designated representative.

B. Inventory

1. City's transformer reserve stocking quantities have been comprehensively developed to best of City's ability and are attached hereto as Exhibit C – Transformer Stocking Quantities.
2. City's reserve quantity is equal to normal stock plus an additional forty percent (40%).

Exhibit 'A'

Exhibit A- Scope of Work

Contract# ELE/190961

3. On average, city's reserve quantities will consist of:
 - a. two hundred fifty (250) pole-mount transformers in varying single and three phase sizes; and
 - b. seventy (70) pad-mount transformers in varying single and three phase sizes;
4. City shall evaluate its transformer inventory monthly.
5. City and Vendor shall have quarterly reviews (every three months) to review escalating and de-escalating prices and stocking.
6. Materials and equipment furnished by Vendor shall be new.

Vendor Location

Vendor's place of business must be located within a one hundred (100) mile radius of the City's warehouse facility located at 1805 NE 30th Avenue, Building 700, Ocala, Florida 34470.

Exhibit B - PRICE PROPOSAL Single and 3 Phase Transformers

Gresco Utility Supply

Item No.	Stock #	Transformer <u>Ester Oil-filled ONLY</u>	UOM	Estimated Yearly Usage	BID PRICE
1	E04040003	3 KVA 7200 120/240 SINGLE PHASE POLEMOUNT	EA	10	\$637.89
2**	E04040015	15 KVA 7200 120/240 SINGLE PHASE POLEMOUNT**	EA	200	\$717.28
3**	E04040025	25 KVA 7200 120/240 SINGLE PHASE POLEMOUNT**	EA	200	\$853.40
4**	E04040050	50 KVA 7200 120/240 SINGLE PHASE POLEMOUNT**	EA	75	\$1,229.47
5	E04040075	75 KVA 7200 120/240 SINGLE PHASE POLEMOUNT	EA	5	\$1,695.79
6	E04040100	100 KVA 7200 120/240 SINGLE PHASE POLEMOUNT	EA	5	\$2,675.79
7	E04040167	167 KVA 7200 120/240 SINGLE PHASE POLEMOUNT	EA	1	\$3,514.74
8	E04040250	250 KVA 7200 120/240 SINGLE PHASE POLEMOUNT	EA	1	\$5,976.84
9	E04040500	500 KVA 7200 120/240 SINGLE PHASE POLEMOUNT	EA	1	not priced
10	E04050025	25 KVA 7200 240/480 SINGLE PHASE POLEMOUNT	EA	1	\$868.42
11	E04050050	50 KVA 7200 240/480 SINGLE PHASE POLEMOUNT	EA	1	\$1,300.00
12	E04050075	75 KVA 7200 240/480 SINGLE PHASE POLEMOUNT	EA	1	\$1,666.32
13	E04050167	167 KVA 7200 240/480 SINGLE PHASE POLEMOUNT	EA	1	\$3,637.89
14	E04050500	500 KVA 7200 240/480 SINGLE PHASE POLEMOUNT	EA	1	not priced
15	E04060025	25 KVA 7200 277/480 SINGLE PHASE POLEMOUNT	EA	1	\$875.79
16	E04060050	50 KVA 7200 277/480 SINGLE PHASE POLEMOUNT	EA	1	\$1,256.84
17	E04060075	75 KVA 7200 277/480 SINGLE PHASE POLEMOUNT	EA	1	\$1,607.37
18	E04060100	100 KVA 7200 277/480 SINGLE PHASE POLEMOUNT	EA	1	\$2,397.89
19	E04060167	167 KVA 7200 277/480 SINGLE PHASE POLEMOUNT	EA	1	\$3,329.47
20	E04060250	250 KVA 7200 277/480 SINGLE PHASE POLEMOUNT	EA	1	\$4,722.11
21	E04060333	333 KVA 7200 277/480 SINGLE PHASE POLEMOUNT	EA	1	\$6,727.37
22	E04060500	500 KVA 7200 277/480 SINGLE PHASE POLEMOUNT	EA	1	not priced
23	E04060667	667 KVA 7200 277/480 SINGLE PHASE POLEMOUNT	EA	1	not priced
24	E04060833	833 KVA 7200 277/480 SINGLE PHASE POLEMOUNT	EA	1	not priced

Exhibit 'A'

CONTRACT #: ELE/190961

Item No.	Stock #	Transformer <u>Ester Oil-filled ONLY</u>	UOM	Estimated Yearly Usage	BID PRICE
25	E05040045	45 KVA 7200 120/208 THREE PHASE PADMOUNT	EA	3	\$5,994.79
26	E05040075	75 KVA 7200 120/208 THREE PHASE PADMOUNT	EA	3	\$6,320.83
27	E05040150	150 KVA 7200 120/208 THREE PHASE PADMOUNT	EA	4	\$8,164.58
28	E05040225	225 KVA 7200 120/208 THREE PHASE PADMOUNT	EA	1	\$9,186.46
29	E05040300	300 KVA 7200 120/208 THREE PHASE PADMOUNT	EA	1	\$9,975.00
30	E05040500	500 KVA 7200 120/208 THREE PHASE PADMOUNT	EA	1	\$13,211.46
31	E05040750	750 KVA 7200 120/208 THREE PHASE PADMOUNT	EA	1	\$20,138.54
32	E05041000	1000 KVA 7200 120/208 THREE PHASE PADMOUNT	EA	1	\$21,847.92
33**	E05050025	25 KVA 7200 240/120 SINGLE PHASE PADMOUNT**	EA	30	\$1,644.21
34**	E05050050	50 KVA 7200 240/120 SINGLE PHASE PADMOUNT**	EA	30	\$2,249.47
35	E05050075	75 KVA 7200 240/120 SINGLE PHASE PADMOUNT	EA	5	\$2,723.16
36	E05050100	100 KVA 7200 240/120 SINGLE PHASE PADMOUNT	EA	5	\$3,090.53
37	E05050167	167 KVA 7200 240/120 SINGLE PHASE PADMOUNT	EA	1	\$4,693.68
38	E05050300	300 KVA 7200 240/120 THREE PHASE PADMOUNT	EA	1	\$11,538.54
39	E05050500	500 KVA 7200 240/120 THREE PHASE PADMOUNT	EA	1	\$12,907.29
40	E05070075	75 KVA 7200 480Y/277 THREE PHASE PADMOUNT	EA	1	\$6,318.75
41	E05070150	150 KVA 7200 480Y/277 THREE PHASE PADMOUNT	EA	1	\$7,680.21
42	E05070500	500 KVA 7200 480Y/277 THREE PHASE PADMOUNT	EA	1	\$12,801.04
43	E05070750	750 KVA 7200 480Y/277 THREE PHASE PADMOUNT	EA	1	\$20,238.54
44	E05071500	1500 KVA 7200 480Y/277 THREE PHASE PADMOUNT	EA	2	\$25,834.38
45	E05072000	2000 KVA 7200 480/277 THREE PHASE PADMOUNT	EA	1	\$29,700.00
46	E05072500	2500 KVA 7200 480/277 THREE PHASE PADMOUNT	EA	1	\$35,192.71
47	E05070225	225 KVA 7200 480Y/277 THREE PHASE PADMOUNT	EA	1	\$9,038.54
48	E05070300	300 KVA 7200 480/277 THREE PHASE PADMOUNT	EA	1	\$10,881.25
49	E05071000	1000 KVA 7200 480/277 THREE PHASE PADMOUNT	EA	1	\$20,996.88

**Items ALWAYS REQUIRED in City's stocking arrangements

ALL ITEMS MUST BE PRICED AND AVAILABLE FOR STOCKING IF REQUIRED.

Exhibit 'A'

CONTRACT #: ELE/190961

**EXHIBIT C -
TRANSFORMER RESERVE STOCKING QUANTITIES**

Line Item #	Item Code	Description	Normal Stock Qty	40% of Normal Qty	Minimum Reserve Qty to Stock
2	**04040015	TRAN CON 7200 120/240 15KVA PL MT	70	28	98
3	**04040025	TRAN CON 7200 120/240 25KVA PL MT	70	28	98
4	**04040050	TRAN CON 7200 120/240 50KVA PL MT	35	15	50
33	**05050025	TRAN 7200 240/120 25KVA PD MT 1PH	20	10	30
34	**05050050	TRAN 7200 240/120 50KVA PD MT 1PH	20	10	30

Items always required in City's stocking arrangement – all items must be priced and available for stocking if required

Plus possible 3 - 3 phase Pad Mounts sizes undetermined at this time

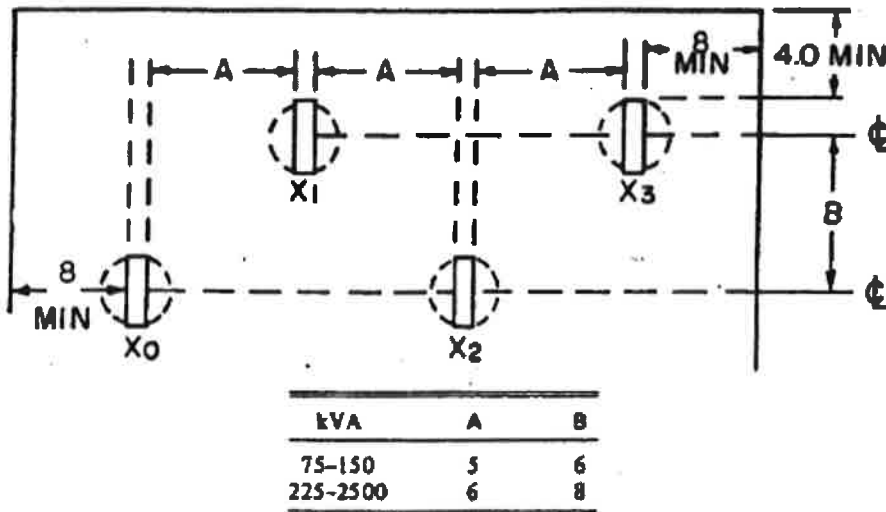
Exhibit 'A'**EXHIBIT D -**

Figure for Three Phase Pad Mount Transformers

CONTRACT #: ELE/190961

Figure 1

1. Low-Voltage Terminal Arrangements are as per drawing below.



All dimensions in inches
Staggered Low-Voltage Terminal Arrangement

Figure 1

2. Secondary bushing heights to be as per ANSI specifications.
3. All units are to include a Liquid Level and Temperature Gauge.
4. Low voltage spade terminals shall be on all units per chart below:

KVA	208y/120	480y/277
75	4 hole	N/A
150	6 hole	N/A
225	6 hole	6 hole
300	10 hole	10 hole
500	10 hole	10 hole
750	10 hole	10 hole
1000	10 hole	10 hole
1500	10 hole	10 hole
2000	N/A	10 hole
2500	N/A	10 hole

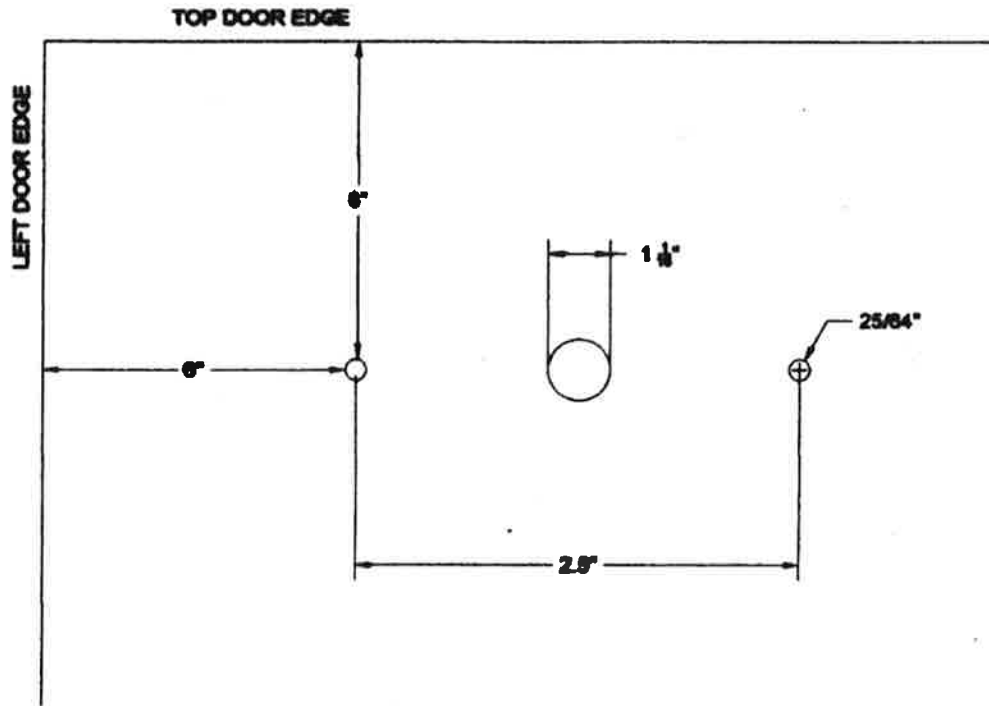
Exhibit 'A'

EXHIBIT D -

Figure for Three Phase Pad Mount Transformers

CONTRACT #: ELE/190961

5. All transformer access hole shall be a minimum of 16" x 24" and sealed from weather using conventional methods.
6. Fault Indicator Mounting Template as per drawing below:



Fault Indicator Mounting Template

1. Mounting shall be on upper left of primary door.
2. Tamper proof cover plate shall be factory supplied and installed using stainless steel bolts and painted to match transformer.

GENERAL SPECIFICATIONS FOR SINGLE PHASE PAD MOUNT TRANSFORMERS
7200/12470Y

Electrical Specifications:

High voltage shall be 12,470/7,200Y, low voltage 120/240, 60 Hertz; Class OA, with ester oil; 65 deg. C. rise. Transformers shall be of loop feed design with no switching. High voltage bushings shall be of dead front construction consisting of bushing wells and removable bushing well inserts to accept all standard 8.3/14.4 KV 200 Amp safe break elbow terminators, and equipped with one storage bushing bracket adjacent to high voltage bushings. Transformers shall be equipped with R.T.E. bayonet type oil immersed high voltage fuse with combination fault sensing and overload sensing fuse link or approved oil immersed equal high voltage fuse. Low voltage bushings shall be furnished with 5/8" threaded studs for transformers below 100 KVA and 1" threaded stud for sizes 100 KVA and larger. Auto pressure relief device with pull ring for hook stick operation to be located within the locked compartments. Included brass nuts for 5/8" and 1" threaded studs. Primary and secondary bushings shall be arranged to conform to ANSI standard C57.12.25-1990 Type 2. All transformers shall be supplied with sequential identification numbers per Uticom catalog number # U358HS15-#. All transformers shall have an owner specified warning label affixed to the exterior side of the door per Uticom catalog number U6075W-OEU-08.

Physical Specifications:

Transformers shall be of low profile design with pitched top to facilitate water run-off. High and low voltage compartments shall be completely sealed when door is closed with no exposed removable parts. A captive penta head bolt shall be provided for securing the door combined with a recessed integral locking provision to accommodate a standard padlock. The door shall be mounted with stainless steel hinge pins. The finish coat of paint shall be Munsell pad mount green 7GY3.29/11.5.

Information to be supplied with Bid:

One set of name plate prints and outline drawings showing location and description of equipment and dimensions of transformers including primary and secondary compartments shall be submitted for approval with the bid on each size and type. Bidders shall supply unit price and data on average impedance and average watts loss (both No-Load Loss and Load Loss) on each bid item. The successful bidder shall submit the following manufacturer transformer data via e-mail in ASCII format; manufacturer's name, date of manufacture, KVA size, high and low voltage rating, serial number, actual No-Load Losses (NLL) and Load Losses (LL), percent impedance, and Ocala Electric Utility stock number.

The following formula will be used to evaluate the bids:

Residential & Commercial:

$$\text{Total Ownership Cost} = \text{Unit Price} + 7.019 (\text{No-Load loss}) + 4.301 (\text{Load Loss})$$

Nameplate and PCB Information

Nameplates shall be made of stainless steel or anodized aluminum and permanently marked with essential operating data and shall meet ANSI Standard C57.12.00 latest version. Transformer oil shall contain natural ester oil, containing no PCB's, and the nameplate shall indicate same.

EXHIBIT 'A'
General Specifications
Single Phase Pad Mount Transformers CONTRACT #: ELE/190961

Delivery Information:

Delivery shall be on a flatbed truck/trailer, transformers to be arranged so they can be accessed from the side for unloading in the storage yard - UTILITY SERVICES WAREHOUSE shall be notified 24 hours prior to delivery by phone, (352) 351-6705, reference must be made to the City of Ocala Purchase Order Number, quantity, and weight of transformers being shipped.

Manufacturers

ABB
Central Moloney
Cooper Power
Ermco
GE or GE Prolec
Howard Industries
Kuhlman
Pauwels

GENERAL SPECIFICATIONS FOR SINGLE PHASE POLE MOUNTED TRANSFORMERS
7200/12470Y

Electrical Specifications

Single voltage overhead conventional pole type; 7200/12470Y (secondary voltage to be specified), 60 Hertz; Class OA; 65 deg. C. rise; no taps unless otherwise specified, complete with ester oil; two primary cover bushings; Low-voltage tank-wall bushings with tin-plated clamp type eyelet terminals to accommodate copper and aluminum conductor or secondary connectors with a minimum 5/8" stud. Transformer tank to be equipped with automatic pressure relief valve with external release for manual operation with switch stick; transformers to conform to latest ANSI and NEMA Standards. All transformers to be equipped with two (2) hanger brackets on same side of transformer. Each transformer shall have an arrester mounted to the transformer tank by means of an "L" type bracket OEU Stock # E02-05-0050. (This kit contains a flat copper ground strap, a 16" piece of #4 insulated stranded copper conductor with 3/8" terminal lugs at both ends, 2 mounting bolts, and 2 washers). The arrester shall comply with OEU AURSI catalog number E02-01-0009. All transformers shall be supplied with owner specified sequential identification numbers per Uticom Catalog number U358HS15-#.

All 167 KVA and larger transformers shall have 2 , 2 1/2 % taps above and two 2 1/2 % taps below rated voltage with an external operating handle.

All single phase pole mount 833 KVA transformers shall have two primary bushings wells compatible with 8.3 KV 200 amp primary loadbreak elbow terminators.

Bidders shall supply user price and data on average impedance and average watts loss (both No-Load Loss and Load Loss) on each bid item. The successful bidder shall submit the following transformer data via e-mail in ASCII format; manufacturer's name, date of manufacture, KVA size, high and low voltage rating, serial number, actual No-Load Losses (NLL) and Load Losses (LL), percent impedance, and Ocala Electric Utility stock number. The following formula will be used to evaluate the bids:

Residential & Commercial:

$$\text{Total Ownership Cost} = \text{Unit Price} + 7.019 (\text{No-Load Loss}) + 4.301 (\text{Load Loss})$$

Nameplate and PCB Information

Nameplate shall be made of stainless steel or anodized aluminum and permanently marked with essential operating data and shall meet ANSI Standard C-57.12.00 latest version. Transformer oil shall contain natural ester oil, containing no PCB's, and the nameplate shall indicate same. Each transformer's secondary lead shall be permanently marked with the letter A, B, C, or D corresponding to the nameplate diagram, by stamping the metal ends.

Delivery Information

Delivery shall be on a flatbed truck/trailer, transformers to be arranged so they can be accessed from the side for unloading in the storage yard - UTILITY SERVICES WAREHOUSE shall be notified 24 hours prior to delivery by phone, (352) 351-6715, reference must be made to the City of Ocala Purchase order number, quantity, and weight of transformers being shipped.

GENERAL SPECIFICATIONS FOR THREE PHASE PAD MOUNT TRANSFORMERS
7200/12470Y

Electrical Specifications:

High voltage shall be 12,470/7,200V, low voltage shall be 120/208V wye or 277/480V wye, or 120/240V delta with center tap, 60 Hertz; Class OA, with ester oil; 65 deg. C. Rise. Transformers shall be of loop feed design with no switching. High voltage bushing shall be of dead front construction consisting of bushing wells and removable bushing well inserts to accept all standard 8.3/14.4 KV 200 Amp safe break elbow terminators, and equipped with three storage bushing bracket adjacent to high voltage bushings. The transformer shall be equipped with R.T.E. bayonet type sensing and overload sensing fuse links or approved oil immersed equal high voltage fuse. Low voltage bushings shall be furnished with spade type terminals with holes on NEMA standard spacing. Auto pressure relief device with pull ring for hook stick operation to be located within the locked compartments. All transformers shall be supplied with sequential identification numbers per Uticom catalog number # U358HS15-#. All transformers shall have an owner specified warning label affixed to the exterior side of the door per Uticom catalog number U6075W-OEU-08.

Physical Specifications:

Transformers shall be of profile design. High and low voltage compartments shall be completely sealed when doors are closed with no exposed removable parts and with a captive penta head bolt for securing both doors and a recessed pad lockable door handle. The high voltage compartment shall be on the left, separated from the low voltage compartment by the fixed steel barrier. It shall be impossible to open the door of the high voltage compartment without having first opened the door of the low voltage compartment. Transformers shall be designed with provisions for installation on a flat concrete pad. The base of both compartments shall be open to provide maximum accessibility for conduits and/or conductors. Color transformers to be Munsell pad mount green.

All transformers 500 KVA and larger shall have externally operated no-load high voltage tap changers. Taps to be two 2 1/2% above and two 2 1/2% below normal voltage.

All transformers with a rating of 150 KVA and above shall have an access hole located in the top of the oil filled compartment, centered laterally and 6 inches behind the bushing mounting surface. This access hole shall be 16 inches x 24 inches in area and sealed from weather using conventional methods. All transformers will have 1 inch gate valve and plug located in the bottom-right of the primary compartment. The valve shall be located 6 inches away from the walls of the transformer to allow easy operation by hand. Park bushing stands located in primary compartment will comply with ANSI Standards C57.12.26 figure 2. Secondary bushing on all transformers shall be at least 36 inches but will not exceed 48 inches from the bottom of the transformer. Spacing of the secondary bushings shall conform to Figure-1 of this specification. All drip plates located below the bayonet fuses shall inhibit the oil from making contact with the primary bushings. It shall also drain itself away from the primary bushing. **THE LOW VOLTAGE BUSHINGS ON UNITS RATED 150 KVA AND LARGER SHALL BE SUPPORTED WITH AN INSULATING MATERIAL** in a manner designed to counteract any downward forces resulting from the connection of multiple cables to the bushings.

Information to be supplied with Bid:

One set of nameplate prints and outline drawings showing location and description of equipment and dimensions of transformers including primary and secondary compartments shall be submitted for approval with the bid on each size and type. Bidders shall supply the unit price and data on average impedance and average watts loss (both No-Load Loss and Load Loss) for each bid item. The successful bidder shall submit the following manufacturer transformer data via e-mail in ASCII format; manufacturer's name, date of manufacture, KVA size, high and low voltage rating, serial number, actual No-Load Losses (NLL) and Load Losses (LL), percent impedance, and Ocala Electric Utility stock number.

The following formula will be used to evaluate the bids:

$$\text{Total Ownership Cost} = \text{Unit Price} + 7.019 (\text{No-Load Loss}) + 4.301 (\text{Load Loss})$$

Nameplate and PCB Information

Nameplates shall be made of stainless steel or anodized aluminum and permanently marked with essential operating data and shall meet ANSI Standard C57.12.00 latest version. Transformer oil shall contain natural ester oil, containing no PCB's, and the nameplate shall indicate same.

Delivery Information:

Delivery shall be on a flatbed truck/trailer, transformers to be arranged so they can be accessed from the side for unloading in the storage yard - UTILITY SERVICES WAREHOUSE shall be notified 24 hours prior to delivery by phone, (352) 351-6715, reference must be made to the City of Ocala Purchase Order Number, quantity, and weight of transformers being shipped.

Manufacturers

ABB
Central Moloney
Cooper Power
Ermco
GE or GE Prolec
Howard Industries
Kuhlman
Pauwels

Exhibit 'A'

EXHIBIT H - Figure for ERMCO Transformers

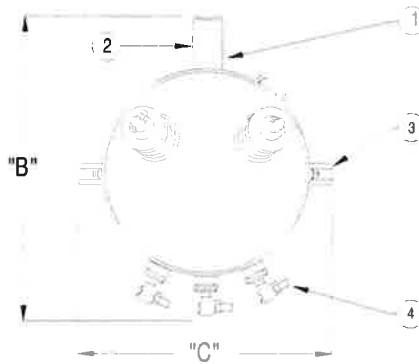
CONTRACT #: ELE/190961

"B" & "C" Dimensions include arresters & radiators if applicable.

H.V. : 7200/12470Y 95BIL 2BU CSP CONV

L.V. : 120/240 3 OR 4 LVBU (INTERLACED) 30 BIL

TAPS: NO TAPS



PART	DESCRIPTION	QUANTITY
1	HANGER BRACKET TYPE: A	1 SET
2	NAMEPLATE (ON LOWER BRACKET)	
	TYPE: (1) ALUMINUM NAMEPLATE (STANDARD)	1
3	LIFTING LUGS	2
4	LOW VOLTAGE BUSHINGS	
	TYPE: GenThermSet/Plast w/Eye-NoSmall1's	3
5	HIGH VOLTAGE BUSHINGS	
	TYPE: STANDARD HV BUSHING	2
6	GROUNDING PROVISION: (AS REQ. BY ANSI STD)	1
7	P.R.V.: GENRIC 10PSI 50SCFM w/FR3 (02or32)	1
8	COVER GROUND STRAP	1
9	TANK GROUNDING PROVISION: NO GROUND LUGS	2

ADDITIONAL FEATURES

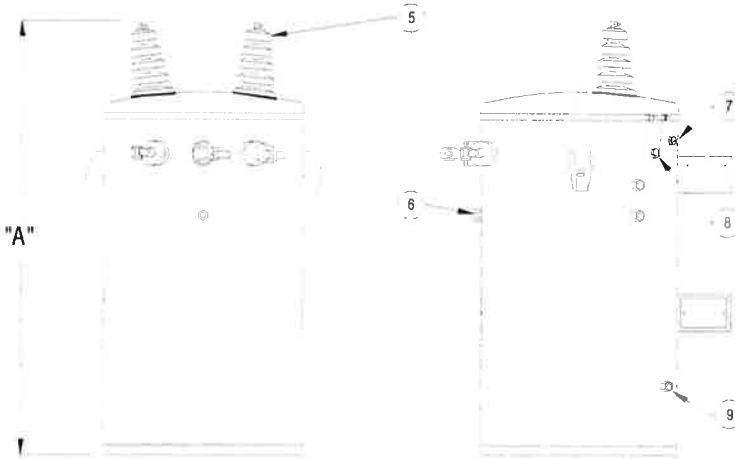
TAP or DUAL VOLTAGE SWITCH: NOT REQUIRED

EXTERNAL ARR. : HV: 10 KV EVOLUTION HD(18"7.5kV#4wire&2rt's)

OIL TYPE: ENVIROTEMP-FR3

TK | CVR: MS | 3kV MS

CVR BAND: 3kV MS



ITEM AND/OR STOCK #	KVA	DIMENSIONS IN INCHES			APPROX. GAL. OIL	APPROX. WEIGHT LBS.
A	B	C				
1	3	30.9	19.6	23.9	8	216
2	15	30.9	21.6	25.8	9	350
3	25	32.9	23.6	26	13	478

E ERMCO

CUSTOMER:
CITY OF OCALA - GRESKO

RFQ/SPEC #:

SCALE: DATE: NTS 01/22/20

BY: WNC

QUOTE NUMBER: 563960

1H2B 08-19-05

**** UNCONTROLLED ****

H-1

Doc ID: 1d8a1a62642e7b195887c05eb30ea3ff5872d7ba

Exhibit 'A'

EXHIBIT H - Figure for ERMCO Transformers CONTRACT #: ELE/190961

CUSTOMER: CITY OF OCALA - GRESCO

RFQ/Spec:

ERMCO Quote#: 564629

For detail information about the transformer, refer to the ERMCO quote documents.

Quote

Item	kVA	A	B	C	D	E	F	G	H	J	K	L	M	N
19	300	57	72.5	20	47.5	N/A	36.5	35.5	27	6	5	36	8	6.33

STANDARD FEATURES

- 1 HV Bushing
- 2 Lifting Lugs
- 3 Bolted Cover
- 4 1" Upper Fill Plug
- 5 Pressure Relief Valve
- 6 Nameplate
- 7 Hinged Top Cabinet
- 8 LV Bushing
- 9 Drain Valve w/Sampler

Quote

Item	P	Q	Wt(lbs)	Oil(gn)
19	53	N/A	5250	218

3 Phase Quotation Drawing
For Dimensional Purposes Only
All Features and Accessories Not Shown

E ERMCO

ISSD BY: CH DATE: 01/28/20

Exhibit 'A'

EXHIBIT H - Figure for ERMCO Transformers

CONTRACT #: ELE/190961

CUSTOMER: CITY OF OCALA - GRESKO

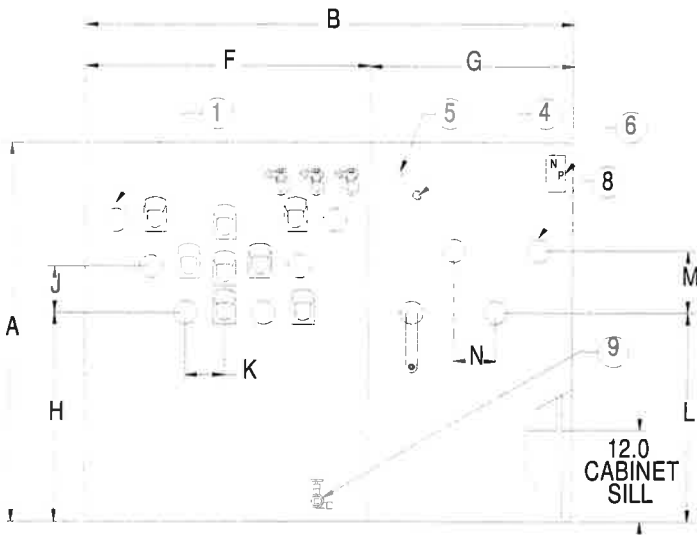
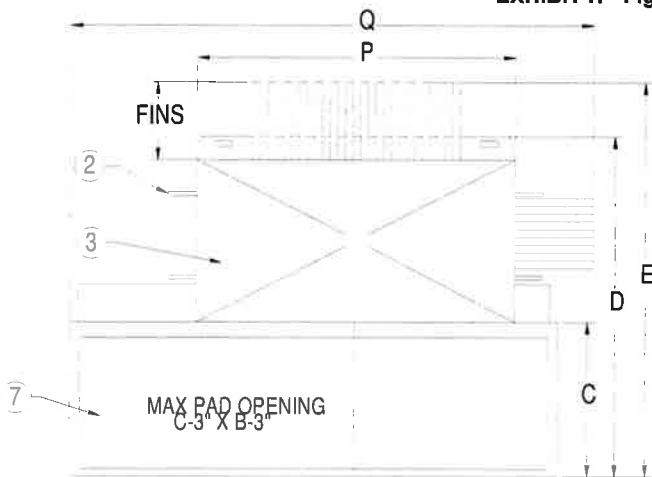
RFQ/Spec:

ERMCO Quote#: 564629

For detail information about the transformer, refer to the ERMCO quote documents.

Quote

Item	kVA	A	B	C	D	E	F	G	H	J	K	L	M	N
16	2000	68	75.5	24	59.5	66.5	39.5	35.5	27	6	5	46	8	6.33



STANDARD FEATURES

- 1 HV Bushing
- 2 Lifting Lugs
- 3 Bolted Cover
- 4 1" Upper Fill Plug
- 5 Pressure Relief Valve
- 6 Nameplate
- 7 Hinged Top Cabinet
- 8 LV Bushing
- 9 Drain Valve w/Sampler

Quote

Item	P	Q	Wt(lbs)	Oil(gn)
16	73	84	14009	471

3 Phase Quotation Drawing
For Dimensional Purposes Only
All Features and Accessories Not Shown

E ERMCO

ISSD BY: CH DATE: 01/28/20

H-3

Doc ID: 1d8a1a62642e7b1958878056800ca31f58728901E

Exhibit 'A'

EXHIBIT H - Figure for ERMCO Transformers

CONTRACT #: ELE/190961

CUSTOMER: CITY OF OCALA - GRESCO

RFQ/Spec:

ERMCO Quote#: 564629

For detail information about the transformer, refer to the ERMCO quote documents.

Quote

Item	kVA	A	B	C	D	E	F	G	H	J	K	L	M	N
6	500	57	72.5	24	51.5	58.5	36.5	35.5	27	6	5	36	8	6.33
7	750	63	72.5	24	55.5	62.5	36.5	35.5	27	6	5	46	8	6.33
8	1000	63	72.5	24	57.5	64.5	36.5	35.5	27	6	5	46	8	6.33
10	500	57	72.5	24	51.5	58.5	36.5	35.5	27	6	5	36	8	6.33
14	750	63	72.5	24	55.5	62.5	36.5	35.5	27	6	5	46	8	6.33
15	1500	63	72.5	24	59.5	66.5	36.5	35.5	27	6	5	46	8	6.33
17	2500	68	75.5	24	63.5	82.5	39.5	35.5	27	6	5	46	8	6.33
20	1000	63	72.5	24	57.5	64.5	36.5	35.5	27	6	5	46	8	6.33

STANDARD FEATURES

- 1 HV Bushing
- 2 Lifting Lugs
- 3 Bolted Cover
- 4 1" Upper Fill Plug
- 5 Pressure Relief Valve
- 6 Nameplate
- 7 Hinged Top Cabinet
- 8 LV Bushing
- 9 Drain Valve w/Sampler

Quote

Item	P	Q	Wt(lbs)	Oil(gn)
6	57	N/A	6051	239
7	63	N/A	9428	312
8	63	N/A	10110	352
10	57	N/A	6011	238
14	68	N/A	9686	340
15	68	N/A	12181	372
17	73	N/A	15407	540
20	68	N/A	8298	378

3 Phase Quotation Drawing
For Dimensional Purposes Only
All Features and Accessories Not Shown

E ERMCO

ISSD BY: CH DATE: 01/28/20

Doc ID: 108a1a62642e7b195887c056630e431f63723901E

H-4

NIS

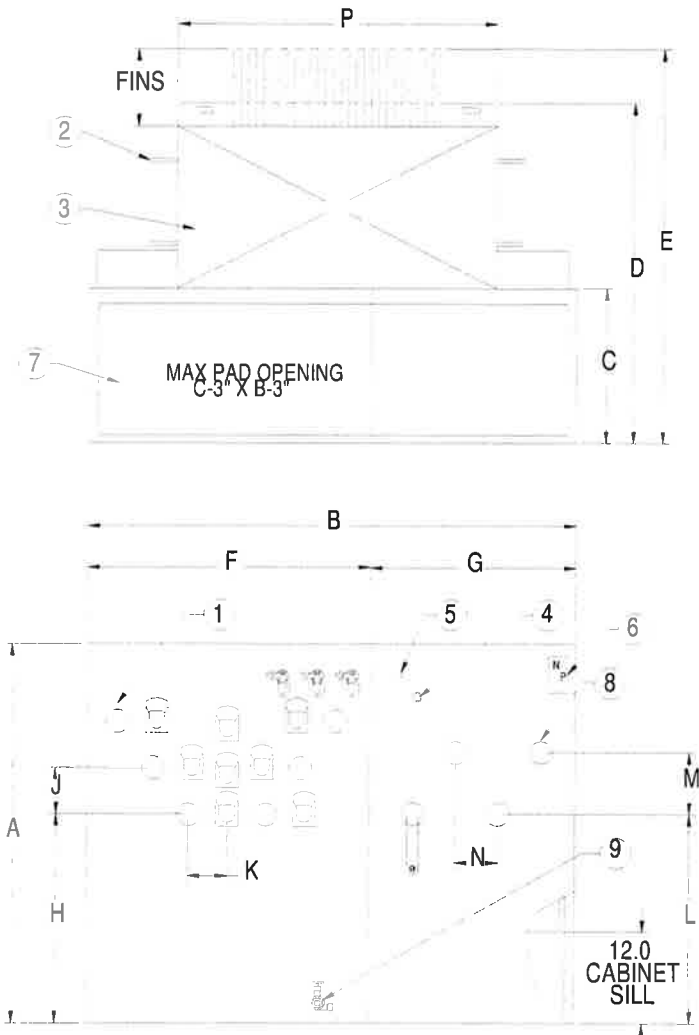


Exhibit 'A'

EXHIBIT H - Figure for ERMCO Transformers

CONTRACT #: ELE/190961

CUSTOMER: CITY OF OCALA - GRESCO

RFQ/Spec:

ERMCO Quote#: 564629

For detail information about the transformer, refer to the ERMCO quote documents.

Quote

Item	kVA	A	B	C	D	E	F	G	H	J	K	L	M	N
1	45	57	69.5	20	41.5	N/A	36.5	32.5	27	6	5	36	6	5.33
2	75	57	69.5	20	41.5	N/A	36.5	32.5	27	6	5	36	6	5.33
3	150	57	69.5	20	45.5	N/A	36.5	32.5	27	6	5	36	6	5.33
4	225	57	72.5	20	45.5	N/A	36.5	35.5	27	6	5	36	8	6.33
5	300	57	72.5	20	45.5	N/A	36.5	35.5	27	6	5	36	8	6.33
9	300	57	72.5	20	47.5	N/A	36.5	35.5	27	6	5	36	8	6.33
11	75	57	69.5	20	41.5	N/A	36.5	32.5	27	6	5	36	6	5.33
12	150	57	69.5	20	43.5	N/A	36.5	32.5	27	6	5	36	6	5.33
13	500	57	72.5	20	49.5	N/A	36.5	35.5	27	6	5	36	8	6.33
18	225	57	72.5	20	45.5	N/A	36.5	35.5	27	6	5	36	8	6.33

STANDARD FEATURES

- 1 HV Bushing
- 2 Lifting Lugs
- 3 Bolted Cover
- 4 1" Upper Fill Plug
- 5 Pressure Relief Valve
- 6 Nameplate
- 7 Hinged Top Cabinet
- 8 LV Bushing
- 9 Drain Valve w/Sampler

Quote

Item	P	Q	Wt(lbs)	Oil(gn)
1	49	N/A	3034	182
2	49	N/A	3195	178
3	49	N/A	4096	202
4	53	N/A	4575	214
5	53	N/A	4897	206
9	57	N/A	5636	231
11	49	N/A	3195	178
12	49	N/A	3827	184
13	57	N/A	6008	248
18	53	N/A	4563	212

3 Phase Quotation Drawing
For Dimensional Purposes Only
All Features and Accessories Not Shown

E ERMCO

ISSD BY: CH DATE: 01/28/20

REV: ISSUED DATE: 01/28/20

Doc ID: 1d8a1a62642e7b195887c55630e431f58728705

NTS

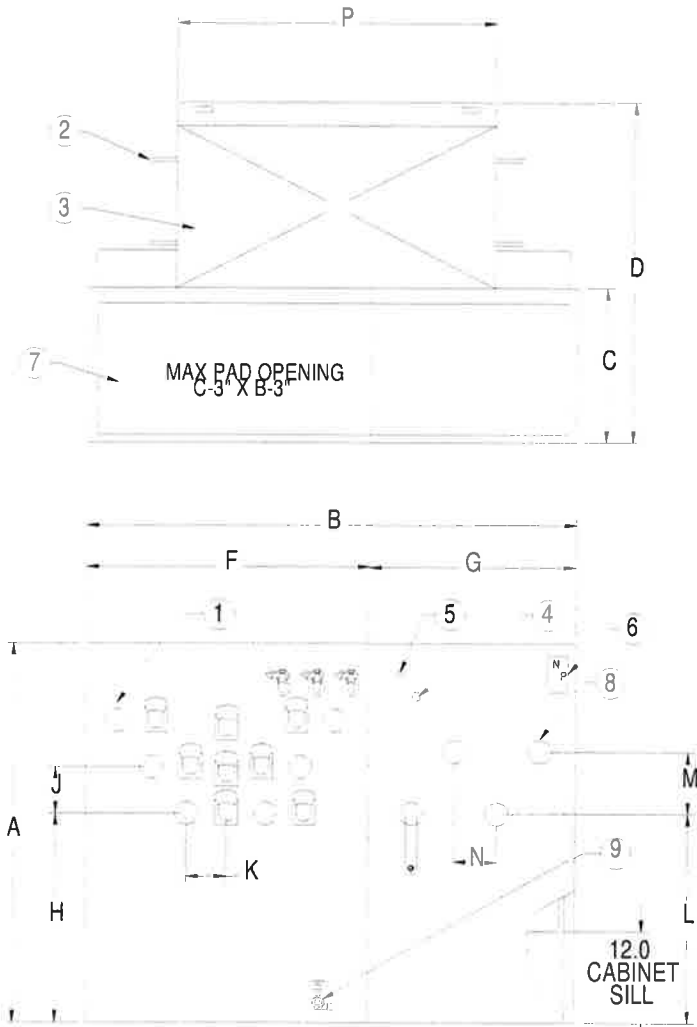


Exhibit 'A'

H. V.: 12470GRDY/7200 95BIL 1BU
 L.V.: 240/120 (3 LVBU ONLY) LHL 30 BIL
 TAPS: NO TAPS

EXHIBIT H - Figure for ERMCO Transformers

CONTRACT #: ELE/190961

ITEM AND/OR STOCK #	KVA	A WIDTH	B HEIGHT	C TANK DEPTH	D DOOR DEPTH	E CABLE OPENING	APPROX. GAL. OIL	APPROX. WEIGHT LBS.
29	167	36	32	25.2	16	12.375	68	2063

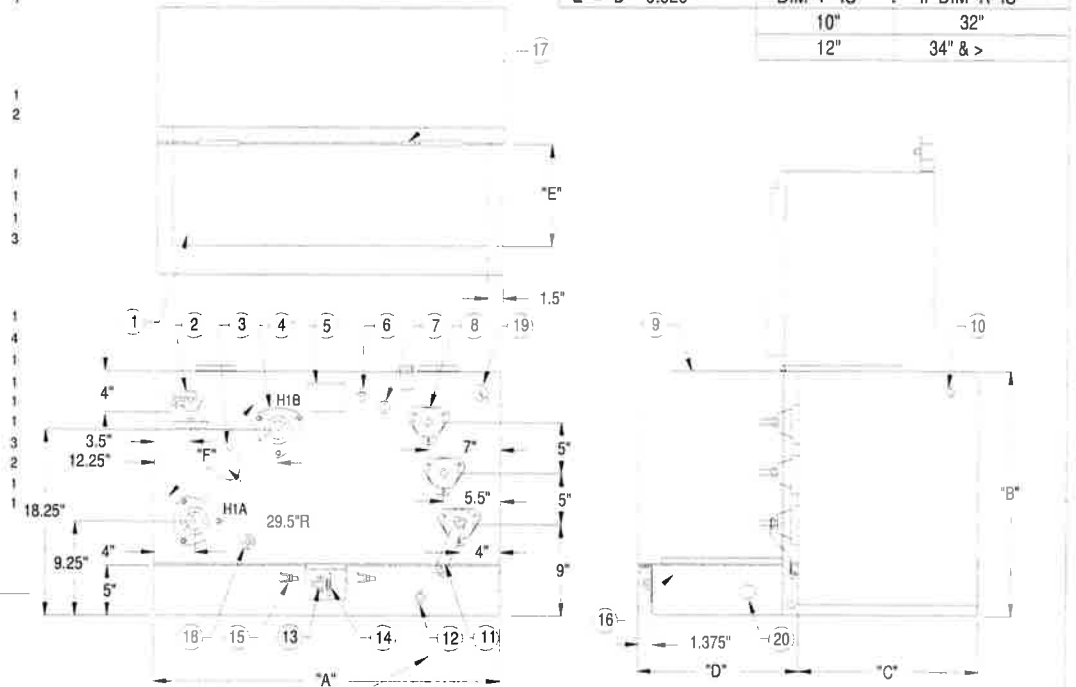


PART	DESCRIPTION	QUANTITY
1	CONDUIT ENTRANCE AREA	1
2	FUSING: GENERIC DUAL LOAD (DS) BAYO & ISO ECI ISOLATION LINK BY CONFIGURATOR	

3	PARKING STAND	1
4	ECI HV BUSHING WELL (3-3-90)	2
	15 kV ERMCO STANDARD INSERTS	
	NO LBRK SWITCH	
5	(1) ALUMINUM NAMEPLATE (STANDARD)	1
6	P.R.V.: GENERIC 10PSI 50SCFM FOR FR3 FLUID	1
7	.50 in. OIL LEVEL PLUG	1
8	LVBU: COPPER STUD SECONDARY BUSHINGS.	3
	1.00 in. - 14 STUD	
	SPADES: NOT REQUIRED	

9	COMPARTMENT COVER	1
10	LIFTING BOSS (.625"-11 BLIND TAPPED)	4
11	DETACHABLE GROUND STRAP	1
12	STD 1/2" NPT DRAIN PLUG	1
13	.500"-13 SILICON BRONZE PENTABOLT (STANDARD)	1
14	PADLOCK HASP	1
15	GROUND NUT	3
	W/ GROUND LUGS #10-1 TINNED LUG (DEFLT.STD)	2
16	REMOVABLE SILL	
17	DOOR RETAINER	
18	TAP or DUAL VOLTAGE SWITCH: NOT REQUIRED	
19	SECONDARY BREAKER HANDLE: NOT REQUIRED	
20	NO CONDUIT ENTRANCE HOLE REQUIRED	

ADDITIONAL FEATURES
 KVA DECAL: KVA (ERMCO STD) YLWGLR 2.5" (TANK)
 FILL PORT: FILL PLUG
 OIL TYPE: ENVIROTEMP-FR3
 TK | DR | SL: MS | 14GA MS | 14GA MS



POINT 4" BELOW PAD SURFACE
 10" RIGHT OF TRANS. CENTERLINE AND
 12" IN FRONT OF TRANS. FRONT PANEL

**** UNCONTROLLED ****

GENERIC TYPE II 02-21-02

ERMCO	
CUSTOMER: CITY OF OCALA - GRESO	RFQ/SPEC #:
SCALE: NTS	DATE: 01/22/20 BY: WNC QUOTE NUMBER: 563860
Doc ID: 100a1a62642e79195887c05eb30e310072d7ba	

Exhibit 'A'

H. V.: 12470GRDY/7200 95BIL 1BU
L.V.: 240/120 (3 LVBU ONLY) LHL 30 BIL
TAPS: NO TAPS

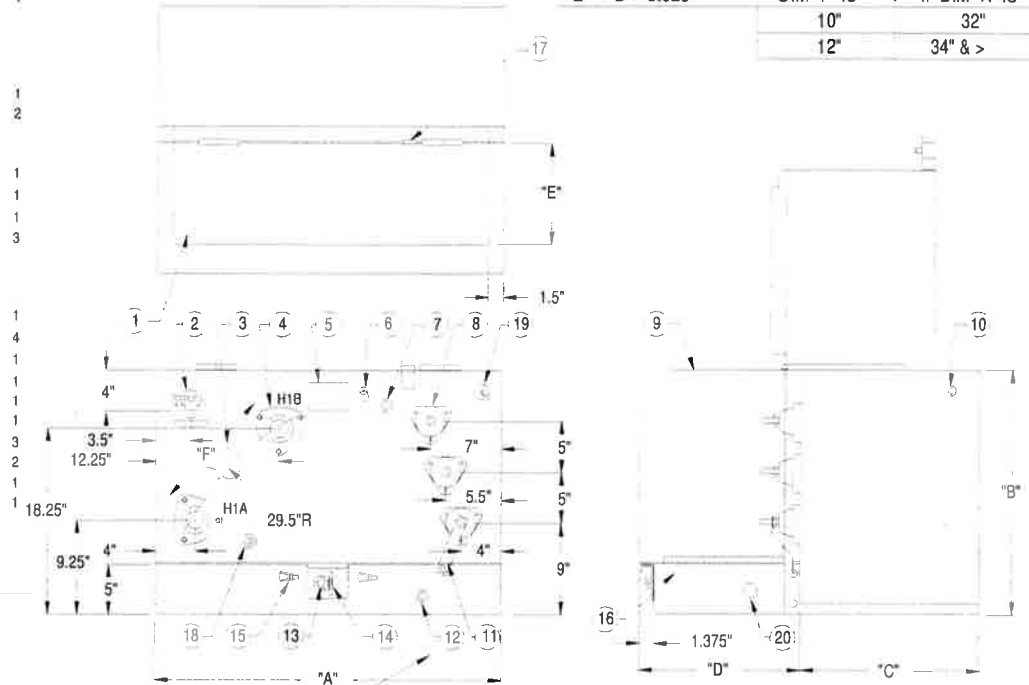
EXHIBIT H - Figure for ERMCO Transformers

CONTRACT #: ELE/190961

ITEM AND/OR STOCK #	KVA	A WIDTH	B HEIGHT	C TANK DEPTH	D DOOR DEPTH	E CABLE OPENING	APPROX. GAL. OIL	APPROX. WEIGHT LBS.
28	100	36	26	22.2	16	12.375	48	1384



PART	DESCRIPTION	QUANTITY
1	CONDUIT ENTRANCE AREA	1
2	FUSING: GENERIC DUAL/LOAD (DS) BAYO & ISO ECI ISOLATION LINK BY CONFIGURATOR	
3	PARKING STAND	1
4	ECI HV BUSHING WELL (3-3-90)	2
	15 kV ERMCO STANDARD INSERTS	
	NO LBRK SWITCH	
5	(1) ALUMINUM NAMEPLATE (STANDARD)	1
6	P.R.V.: GENERIC 10PSI 50SCFM FOR FR3 FLUID	1
7	.50 in. OIL LEVEL PLUG	1
8	LVBU: COPPER STUD SECONDARY BUSHINGS. 1.00 in. - 14 STUD	3
	SPADES: NOT REQUIRED	
9	COMPARTMENT COVER	1
10	LIFTING BOSS (.625"-11 BLIND TAPPED)	4
11	DETACHABLE GROUND STRAP	1
12	STD 1/2" NPT DRAIN PLUG	1
13	.500"-13 SILICON BRONZE PENTABOLT(STANDARD)	1
14	PADLOCK HASP	1
15	GROUND NUT	3
	W/ GROUND LUGS #10-1 TINNED LUG (DEFLT.STD)	
16	REMOVABLE SILL	1
17	DOOR RETAINER	1
18	TAP or DUAL VOLTAGE SWITCH: NOT REQUIRED	
19	SECONDARY BREAKER HANDLE: NOT REQUIRED	
20	NO CONDUIT ENTRANCE HOLE REQUIRED	
	ADDITIONAL FEATURES	
	KVA DECAL: KVA (ERMCO STD) YLWICLR 2.5"(TANK)	
	FILL PORT: FILL PLUG	
	OIL TYPE: ENVIROTEMP-FR3	
	TK DR SL: MS 14GA MS 14GA MS	



POINT 4" BELOW PAD SURFACE
10" RIGHT OF TRANS. CENTERLINE AND
12" IN FRONT OF TRANS. FRONT PANEL

**** UNCONTROLLED ****

GENERIC TYPE II 02-21-02

E ERMCO		RFQ/SPEC #:
CUSTOMER: CITY OF OCALA - GRESKO		
SCALE: NTS	DATE: 01/02/20	BY: JWC
Doc ID: 100a1362642579195887c05eb30eab1b972d7ba		QUOTE NUMBER: 563960

Exhibit 'A'

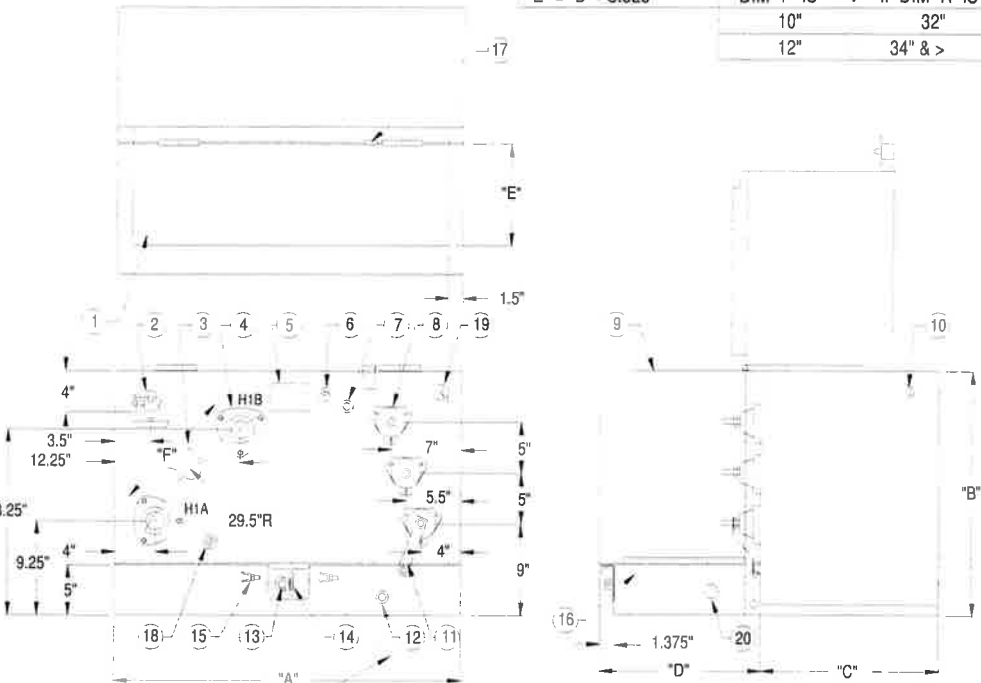
EXHIBIT H - Figure for ERMCO Transformers

H.V.: 12470GRDY/7200 95BIL 1BU
L.V.: 240/120 (3 LVBU ONLY) LHL 30 BIL

TAPS: NO TAPS



PART	DESCRIPTION	QUANTITY
1	CONDUIT ENTRANCE AREA	1
2	FUSING : GENERIC DUAL LOAD (DS) BAYO & ISO ECI ISOLATION LINK BY CONFIGURATOR	
3	PARKING STAND	1
4	ECI HV BUSHING WELL (3-3-90) 15 kV ERMCO STANDARD INSERTS NO LBRK SWITCH	2
5	(1) ALUMINUM NAMEPLATE (STANDARD)	1
6	P.R.V.: GENERIC 10PSI 50SCFM FOR FR3 FLUID	1
7	.50 in. OIL LEVEL PLUG	1
8	LVBU: COPPER STUD SECONDARY BUSHINGS, .625 in. - 11 STUD SPADES: NOT REQUIRED	3
9	COMPARTMENT COVER	1
10	LIFTING BOSS (.625"-11 BLIND TAPPED)	4
11	DETACHABLE GROUND STRAP	1
12	STD 1/2" NPT DRAIN PLUG	1
13	.500"-13 SILICON BRONZE PENTABOLT(STANDARD)	1
14	PADLOCK HASP	1
15	GROUND NUT W/ GROUND LUGS #10-1 TINNED LUG (DEFLT.STD)	2
16	REMOVABLE SILL	1
17	DOOR RETAINER	1
18	TAP or DUAL VOLTAGE SWITCH: NOT REQUIRED	
19	SECONDARY BREAKER HANDLE: NOT REQUIRED	
20	NO CONDUIT ENTRANCE HOLE REQUIRED	
ADDITIONAL FEATURES		
KVA DECAL: KVA (ERMCO STD) YLW/CLR 2.5"(TANK)		
FILL PORT: FILL PLUG		
OIL TYPE: ENVIROTEMP-FR3		
TK DR SL: MS 14GA MS 14GA MS		



POINT 4" BELOW PAD SURFACE
10" RIGHT OF TRANS. CENTERLINE AND
12" IN FRONT OF TRANS. FRONT PANEL

** UNCONTROLLED **

GENERAL TYPE II 02-21-02

CUSTOMER: CITY OF OCALA - GRESCO

SCALE: NTS DATE: 01/22/20 BY: WNC QUOTE NUMBER: 562060

Doc ID: 106a1a62642e7b195887c05eb306a310072d7ba

Exhibit 'A'

EXHIBIT H - Figure for ERMCO Transformers

CONTRACT #: ELE/190961

"B" & "C" Dimensions include arresters & radiators if applicable.

H.V. : 7200/12470Y 95BIL 2BU CSP CONV

L.V. : 277/480Y 2 LVBU 30 BIL

TAPS: 2 TAPS 2.5% ABOVE AND BELOW

PART	DESCRIPTION	QUANTITY
1	HANGER BRACKET TYPE: B (MODIFIED) W/ PLATE	1 SET
2	NAMEPLATE (ON LOWER BRACKET)	
3	TYPE: (1) ALUMINUM NAMEPLATE (STANDARD)	1
4	LIFTING LUGS	2
5	LOW VOLTAGE BUSHINGS	
6	TYPE: 4 HOLE POLY J-SPADE (64-19 OR -20)	2
7	HIGH VOLTAGE BUSHINGS	
8	TYPE: STANDARD HV BUSHING	2
9	GROUNDING PROVISION: (AS REQ. BY ANSI STD)	1
	P.R.V.: GENRIC 10PSI 50SCFM w/FR3 (02or32)	1
	COVER GROUND STRAP	1
	TANK GROUNDING PROVISION: NO GROUND LUGS	2

ADDITIONAL FEATURES

TAP SW: STANDARD DV &/OR TC, CAP WRENCH
EXTERNAL ARR.: HV: 9 KV EVOLUTION HD(18"7.5kV#4wire&2rt's)
RADIATORS: 2 SETS OF 5 PANEL RADIATORS
OIL TYPE: ENVIROTEMP-FR3
TK I CVR: MS 3kV MS
CVR BAND: 3kV MS

ITEM AND/OR STOCK #	KVA	DIMENSIONS IN INCHES			APPROX. GAL. OIL	APPROX. WEIGHT LBS.
		A	B	C		
21	333	56.5	39	44.3	70	2263

E ERMCO

CUSTOMER: CITY OF OCALA - GRESCO RFQ/SPEC #:

SCALE: DATE: BY: QUOTE NUMBER:
NTS 01/22/20 WNC 563960

H-9

Doc ID: 1d8a1a62642e7b195887c05eb30ea3ff5872d7ba

**** UNCONTROLLED ****

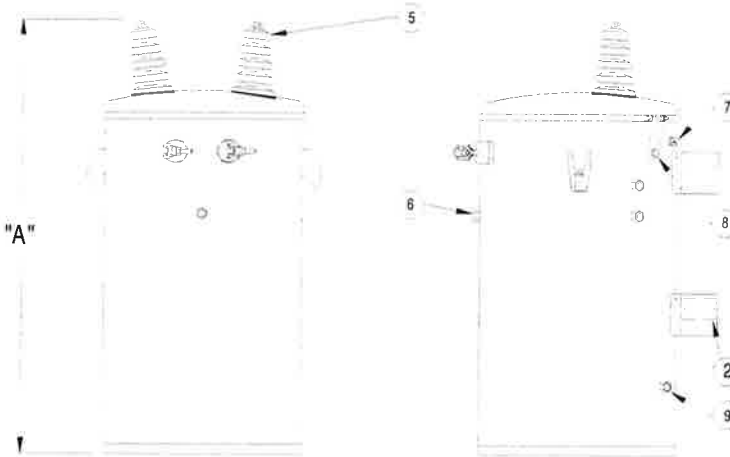
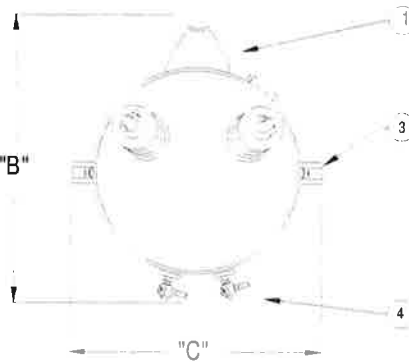


Exhibit 'A'

EXHIBIT H - Figure for ERMCO Transformers

CONTRACT #: ELE/190961

"B" & "C" Dimensions include arresters & radiators if applicable.

H.V. : 7200/12470Y 95BIL 2BU CSP CONV

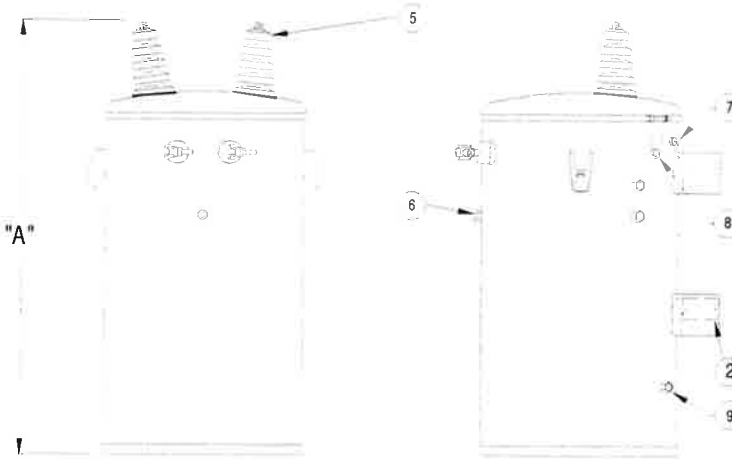
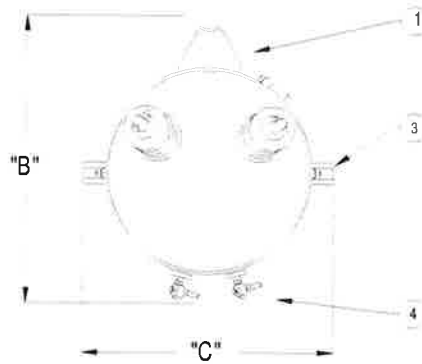
L.V. : 277/480Y 2 LVBU 30 BIL

TAPS: 2 TAPS 2.5% ABOVE AND BELOW

PART	DESCRIPTION	QUANTITY
1	HANGER BRACKET TYPE: B (MODIFIED)	1 SET
2	NAMEPLATE (ON LOWER BRACKET)	
3	TYPE: (1) ALUMINUM NAMEPLATE (STANDARD)	1
4	LIFTING LUGS	2
5	LOW VOLTAGE BUSHINGS	
6	TYPE: 4 HOLE POLYMER H-SPADE GENERIC	2
7	HIGH VOLTAGE BUSHINGS	
8	TYPE: STANDARD HV BUSHING	2
9	GROUNDING PROVISION: (AS REQ. BY ANSI STD)	1
	P.R.V.: GENRIC 10PSI 50SCFM w/FR3 (02or32)	1
	COVER GROUND STRAP	1
	TANK GROUNDING PROVISION: NO GROUND LUGS	2

ADDITIONAL FEATURES

TAP SW: STANDARD DV &/OR TC, CAP WRENCH
 EXTERNAL ARR.: HV: 9 KV EVOLUTION HD(18"7.5kV#4wire&2rt's)
 RADIATORS: 1 SET OF 5 PANEL RADIATORS
 OIL TYPE: ENVIROTEMP-FR3
 TK I CVR: MS | 3kV MS
 CVR BAND: 3kV MS



ITEM AND/OR STOCK #	KVA	DIMENSIONS IN INCHES			APPROX. GAL. OIL	APPROX. WEIGHT LBS.
		A	B	C		
20	250	56.5	35.9	40.5	63	1851

ERMCO

CUSTOMER: CITY OF OCALA - GRESCO RFQ/SPEC #:
 SCALE: DATE: 01/22/20 BY: WNC QUOTE NUMBER: 563960
 NTS

**** UNCONTROLLED ****

Exhibit 'A'

EXHIBIT H - Figure for ERMCO Transformers

CONTRACT #: ELE/190961

"B" & "C" Dimensions include arresters & radiators if applicable.

H.V. : 7200/12470Y 95BIL 2BU CSP CONV

L.V. : 277/480Y 2 LVBU 30 BIL

TAPS: 2 TAPS 2.5% ABOVE AND BELOW

PART	DESCRIPTION	QUANTITY
1	HANGER BRACKET TYPE: B (MODIFIED)	1 SET
2	NAMEPLATE (ON LOWER BRACKET)	
3	TYPE: (1) ALUMINUM NAMEPLATE (STANDARD)	1
4	LIFTING LUGS	2
5	LOW VOLTAGE BUSHINGS	
6	TYPE: 4 HOLE POLYMER H-SPADE GENERIC	2
7	HIGH VOLTAGE BUSHINGS	
8	TYPE: STANDARD HV BUSHING	2
9	GROUNDING PROVISION: (AS REQ. BY ANSI STD)	1
	P.R.V.: GENRIC 10PSI 50SCFM w/FR3 (02or32)	1
	COVER GROUND STRAP	1
	TANK GROUNDING PROVISION: NO GROUND LUGS	2

ADDITIONAL FEATURES

TAP SW: STANDARD DV &/OR TC, CAP WRENCH
EXTERNAL ARR.: HV: 9 KV EVOLUTION HD(18"7.5kV#4wire&2rt's)
RADIATORS: 1 SET OF 5 PANEL RADIATORS
OIL TYPE: ENVIROTEMP-FR3
TK I CVR: MS | 3kV MS
CVR BAND: 3kV MS

ITEM AND/OR STOCK #	KVA	DIMENSIONS IN INCHES			APPROX. GAL. OIL	APPROX. WEIGHT LBS.
		A	B	C		
20	250	56.5	35.9	40.5	63	1851

E ERMCO

CUSTOMER:
CITY OF OCALA - GRESKO

RFQ/SPEC #:

SCALE: DATE: BY: QUOTE NUMBER:
NTS 01/22/20 WNC 563960

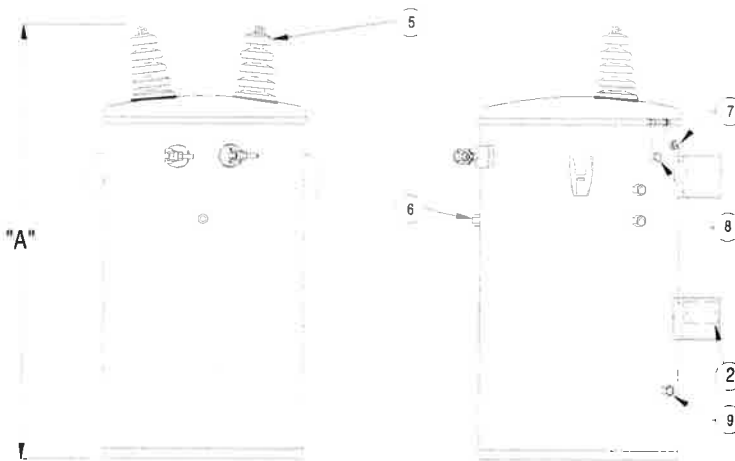
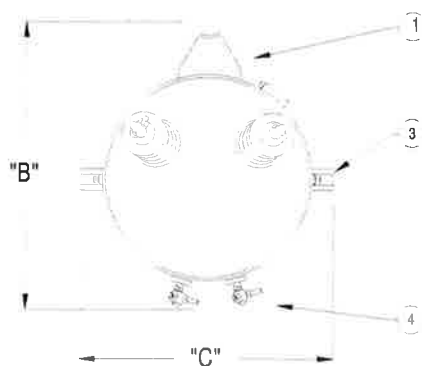
** UNCONTROLLED **

Exhibit 'A'

EXHIBIT H - Figure for ERMCO Transformers

CONTRACT #: ELE/190961

"B" & "C" Dimensions include arresters & radiators if applicable.



H.V. : 7200/12470Y 95BIL 2BU CSP ☒ CONV

L.V.: 277/480Y 2 LVBU 30 BIL

TAPS: 2 TAPS 2.5% ABOVE AND BELOW

PART	DESCRIPTION	QUANTITY
1	HANGER BRACKET TYPE: B	1 SET
2	NAMEPLATE (ON LOWER BRACKET) TYPE: (1) ALUMINUM NAMEPLATE (STANDARD)	1
3	LIFTING LUGS	2
4	LOW VOLTAGE BUSHINGS TYPE: 4 HOLE POLYMER H-SPADE GENERIC	2
5	HIGH VOLTAGE BUSHINGS TYPE: STANDARD HV BUSHING	2
6	GROUNDING PROVISION: (AS REQ. BY ANSI STD)	1
7	P.R.V.: GENRIC 10PSI 50SCFM w/FR3 (02or32)	1
8	COVER GROUND STRAP	1
9	TANK GROUNDING PROVISION: NO GROUND LUGS	2

TAP SW: STANDARD DV &/OR TC, CAP WRENCH
EXTERNAL ARR.: HV: 9 KV EVOLUTION HD(18"7.5kV#4wire&2rt's)
OIL TYPE: ENVIROTEMP-FR3
TK /CVR: MS /3kV MS
CVR BAND: 3kV MS

[illegible]

E ERMCO

CUSTOMER:
CITY OF OCALA - GRESCO

RFQ/SPEC #:

SCALE:	DATE:	BY:	QUOTE NUMBER:
NTS	01/22/20	WNC	563960

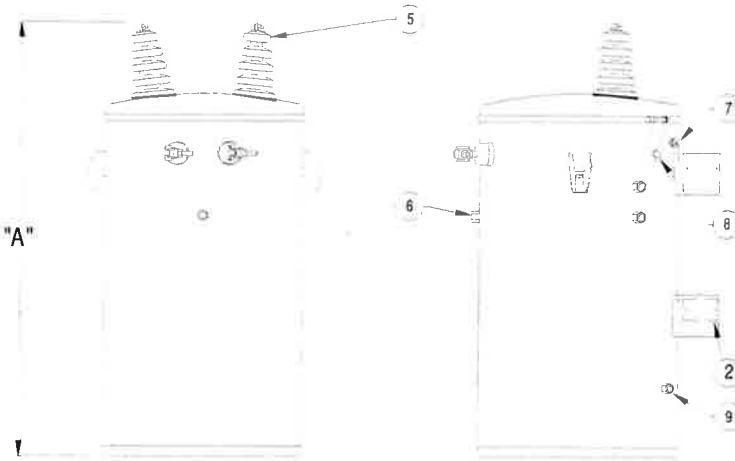
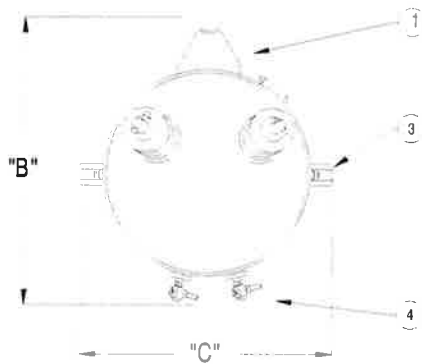
**** UNCONTROLLED ****

Exhibit 'A'

EXHIBIT H - Figure for ERMCO Transformers

CONTRACT #: ELE/190961

"B" & "C" Dimensions include arresters & radiators if applicable.



H.V.: 7200/12470Y 95BIL 2BU CSP CONV

L.V.: 277/480Y 2 LVBU 30 BIL

TAPS: NO TAPS

PART	DESCRIPTION	QUANTITY
1	HANGER BRACKET TYPE: B	1 SET
2	NAMEPLATE (ON LOWER BRACKET)	
	TYPE: (1) ALUMINUM NAMEPLATE (STANDARD)	1
3	LIFTING LUGS	2
4	LOW VOLTAGE BUSHINGS	
	TYPE: GenThermoSet/ThermoPlast w/EyeBolt	2
5	HIGH VOLTAGE BUSHINGS	
	TYPE: STANDARD HV BUSHING	2
6	GROUNDING PROVISION: (AS REQ. BY ANSI STD)	1
7	P.R.V.: GENRIC 10PSI 50SCFM w/FR3 (02or32)	1
8	COVER GROUND STRAP	1
9	TANK GROUNDING PROVISION: NO GROUND LUGS	2

ADDITIONAL FEATURES

TAP or DUAL VOLTAGE SWITCH: NOT REQUIRED

EXTERNAL ARR.: HV: 9 KV EVOLUTION HD(18"7.5kV#4wire&2rt's)

OIL TYPE: ENVIROTEMP-FR3

TK | CVR: MS | 3kV MS

CVR BAND: 3kV MS

ITEM AND/OR STOCK #	KVA	DIMENSIONS IN INCHES			APPROX. GAL. OIL	APPROX. WEIGHT LBS.
A	B	C				
17	75	42.9	28	29.7	30.5	976
18	100	42.9	31	32.4	41	1208

E ERMCO

CUSTOMER:
CITY OF OCALA - GRESKO

RFQ/SPEC #:

SCALE: NTS DATE: 01/22/20 BY: WNC QUOTE NUMBER: 563960

**** UNCONTROLLED ****

H-13

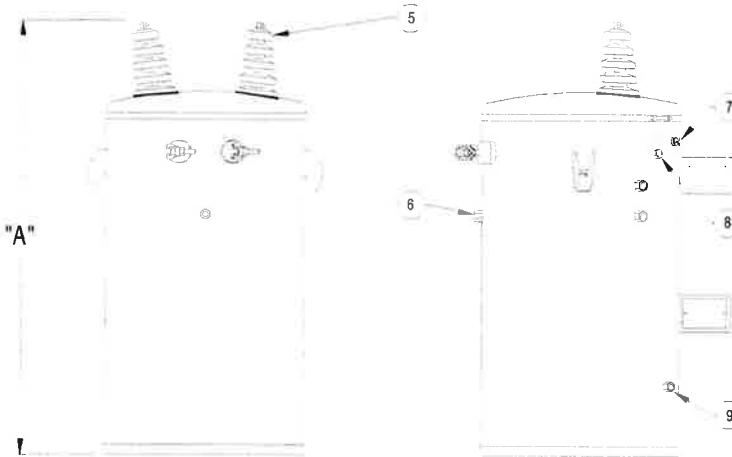
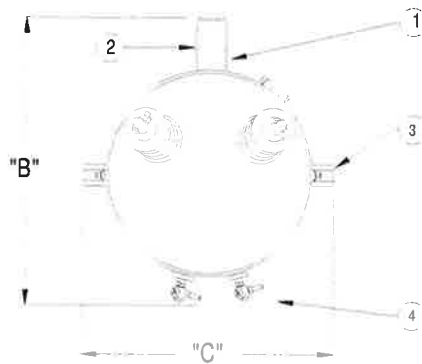
Doc ID: 1d8a1a62642e7b195887c05eb30ea3ff5872d7ba

Exhibit 'A'

EXHIBIT H - Figure for ERMCO Transformers

CONTRACT #: ELE/190961

"B" & "C" Dimensions include arresters & radiators if applicable.



H.V.: 7200/12470Y 95BIL 2BU CSP ☒ CONV

L.V.: 277/480Y 2 LVBU 30 BIL

TAPS: NO TAPS

PART	DESCRIPTION	QUANTITY
1	HANGER BRACKET TYPE: A	1 SET
2	NAMEPLATE (ON LOWER BRACKET)	
3	TYPE: (1) ALUMINUM NAMEPLATE (STANDARD)	1
4	LIFTING LUGS	2
5	LOW VOLTAGE BUSHINGS	
6	TYPE: GenThermSet/Plast w/Eye-NoSmall1's	2
7	HIGH VOLTAGE BUSHINGS	
8	TYPE: STANDARD HV BUSHING	2
9	GROUNDING PROVISION: (AS REQ. BY ANSI STD)	1
	P.R.V.: GENRIC 10PSI 50SCFM w/FR3 (02or32)	1
	COVER GROUND STRAP	1
	TANK GROUNDING PROVISION: NO GROUND LUGS	2

ADDITIONAL FEATURES
TAP or DUAL VOLTAGE SWITCH: NOT REQUIRED
EXTERNAL ARR.: HV: 9 KV EVOLUTION HD(18"7.5kV#4wire&2rt's)
OIL TYPE: ENVIROTEMP-FR3
TK | CVR: MS | 3kV MS
CVR BAND: 3kV MS

ITEM AND/OR STOCK #	KVA	DIMENSIONS IN INCHES			APPROX. GAL. OIL	APPROX. WEIGHT LBS.
		A	B	C		
15	25	32.9	23.6	26	13	467
16	50	40.9	27.6	29.7	28.5	885

E ERMCO

CUSTOMER:
CITY OF OCALA - GRESKO

RFQ/SPEC #:

SCALE: DATE: BY: QUOTE NUMBER:
NTS 01/22/20 WNC 563960

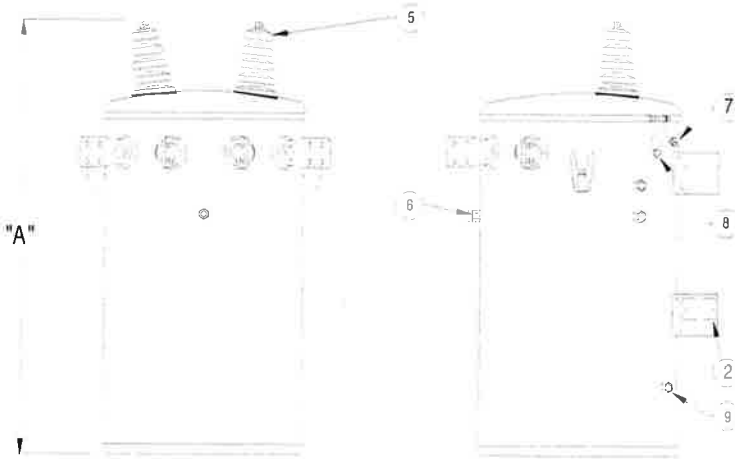
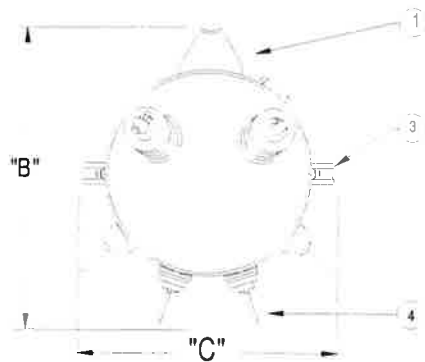
**** UNCONTROLLED ****

Exhibit 'A'

EXHIBIT H - Figure for ERMCO Transformers

CONTRACT #: ELE/190961

"B" & "C" Dimensions include arresters & radiators if applicable.



H.V. : 7200/12470Y 95BIL 2BU CSP CONV

L.V. : 240/480 3 OR 4 LVBU(QTY PER ANSI) 30 BIL

TAPS: 2 TAPS 2.5% ABOVE AND BELOW

PART	DESCRIPTION	QUANTITY
1	HANGER BRACKET TYPE: B	1 SET
2	NAMEPLATE (ON LOWER BRACKET)	
3	TYPE: (1) ALUMINUM NAMEPLATE (STANDARD)	1
4	LIFTING LUGS	2
5	LOW VOLTAGE BUSHINGS	
6	TYPE: 4 HOLE POLYMER H-SPADE GENERIC	4
7	HIGH VOLTAGE BUSHINGS	
8	TYPE: STANDARD HV BUSHING	2
9	GROUNDING PROVISION: (AS REQ. BY ANSI STD)	1
	P.R.V.: GENRIC 10PSI 50SCFM w/FR3 (02or32)	1
	COVER GROUND STRAP	1
	TANK GROUNDING PROVISION: NO GROUND LUGS	2

ADDITIONAL FEATURES
TAP SW: STANDARD DV &/OR TC, CAP WRENCH
EXTERNAL ARR.: HV: 9 KV EVOLUTION HD(18"7.5kV#4wire&2rt's)
Oil TYPE: ENVIROTEMP-FR3
TK | CVR: MS | 3KV MS
CVR BAND: 3KV MS

ITEM AND/OR STOCK #	KVA	DIMENSIONS IN INCHES			APPROX. GAL. OIL	APPROX. WEIGHT LBS.
		A	B	C		
13	167	50.9	34.9	32.4	51	1603

E ERMCO

CUSTOMER: CITY OF OCALA - GRESCO RFQ/SPEC #:
SCALE: DATE: 01/22/20 BY: WNC QUOTE NUMBER: 563960
NTS

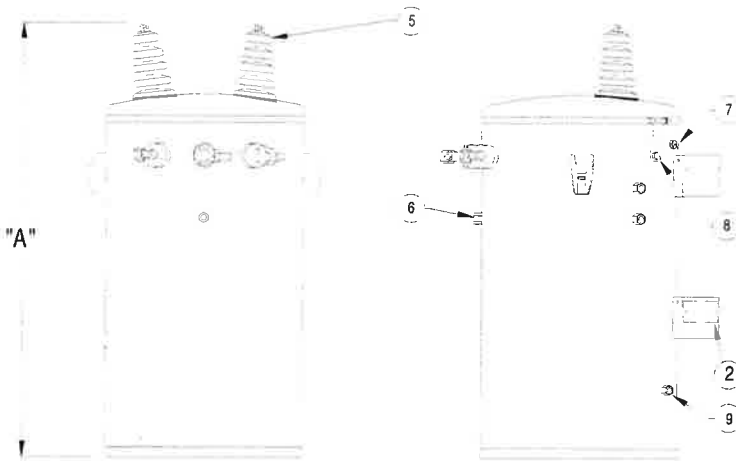
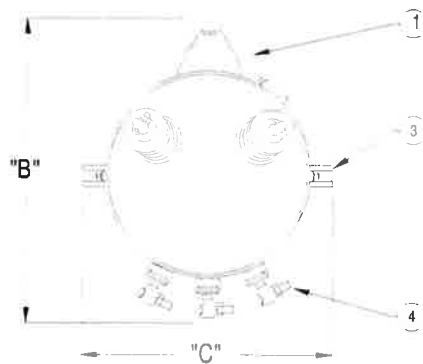
** UNCONTROLLED **

Exhibit 'A'

EXHIBIT H - Figure for ERMCO Transformers

CONTRACT #: ELE/190961

"B" & "C" Dimensions include arresters & radiators if applicable.



H.V. : 7200/12470Y 95BIL 2BU CSP CONV

L.V. : 240/480 3 OR 4 LVBU(QTY PER ANSI) 30 BIL

TAPS: NO TAPS

PART	DESCRIPTION	QUANTITY
1	HANGER BRACKET TYPE: B	1 SET
2	NAMEPLATE (ON LOWER BRACKET)	
3	TYPE: (1) ALUMINUM NAMEPLATE (STANDARD)	1
4	LIFTING LUGS	2
5	LOW VOLTAGE BUSHINGS	
	TYPE: GenThermoSel/ThermoPlast w/EyeBolt	3
6	HIGH VOLTAGE BUSHINGS	
	TYPE: STANDARD HV BUSHING	2
7	GROUNDING PROVISION: (AS REQ. BY ANSI STD)	1
8	P.R.V.: GENRIC 10PSI 50SCFM w/FR3 (02or32)	1
9	COVER GROUND STRAP	1
	TANK GROUNDING PROVISION: NO GROUND LUGS	2

ADDITIONAL FEATURES
TAP or DUAL VOLTAGE SWITCH: NOT REQUIRED
EXTERNAL ARR.: HV: 9 KV EVOLUTION HD(18"7.5kV#4wire&2rt's)
Oil TYPE: ENVIROTEMP-FR3
TK | CVR: MS | 3kV MS
CVR BAND: 3kV MS

ITEM AND/OR STOCK #	KVA	DIMENSIONS IN INCHES			APPROX. GAL. OIL	APPROX. WEIGHT LBS.
		A	B	C		
12	75	42.9	28	29.7	32	937

E ERMCO

CUSTOMER: CITY OF OCALA - GRESKO RFQ/SPEC #:
SCALE: NTS DATE: 01/22/20 BY: WNC QUOTE NUMBER: 563960

1H2B 08-19-05

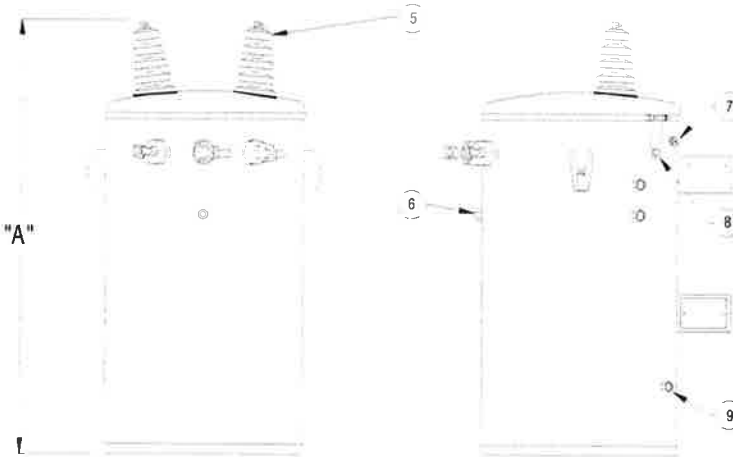
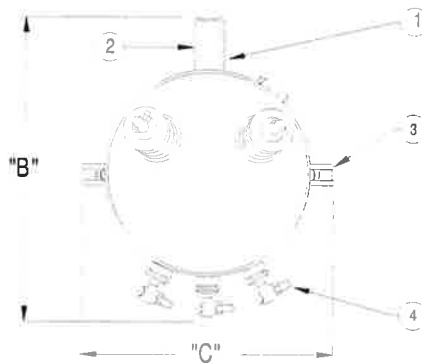
** UNCONTROLLED **

Exhibit 'A'

EXHIBIT H - Figure for ERMCO Transformers

CONTRACT #: ELE/190961

"B" & "C" Dimensions include arresters & radiators if applicable.



H.V.: 7200/12470Y 95BIL 2BU CSP CONV

L.V.: 240/480 3 OR 4 LVBU (INTERLACED) 30 BIL

TAPS: NO TAPS

PART	DESCRIPTION	QUANTITY
1	HANGER BRACKET TYPE: A	1 SET
2	NAMEPLATE (ON LOWER BRACKET)	
3	TYPE: (1) ALUMINUM NAMEPLATE (STANDARD)	1
4	LIFTING LUGS	2
5	LOW VOLTAGE BUSHINGS	
	TYPE: GenThermoSet/ThermoPlast w/EyeBolt	3
6	HIGH VOLTAGE BUSHINGS	
	TYPE: STANDARD HV BUSHING	2
7	GROUNDING PROVISION: (AS REQ. BY ANSI STD)	1
8	P.R.V.: GENRIC 10PSI 50SCFM w/FR3 (02or32)	1
9	COVER GROUND STRAP	1
	TANK GROUNDING PROVISION: NO GROUND LUGS	2

ADDITIONAL FEATURES

TAP or DUAL VOLTAGE SWITCH: NOT REQUIRED

EXTERNAL ARR.: HV: 9 KV EVOLUTION HD(18"7.5kV#4wire&2rt's)

OIL TYPE: ENVIROTEMP-FR3

TK I CVR: MS | 3kV MS

CVR BAND: 3kV MS

ITEM AND/OR STOCK #	KVA	DIMENSIONS IN INCHES			APPROX. GAL. OIL	APPROX. WEIGHT LBS.
		A	B	C		
11	50	34.9	25.4	27.7	18.5	593

E ERMCO

CUSTOMER:
CITY OF OCALA - GRESCO

RFQ/SPEC #:

SCALE: DATE: BY: QUOTE NUMBER:
NTS 01/22/20 WNC 563960

1H2B 08-19-05

**** UNCONTROLLED ****

H-17

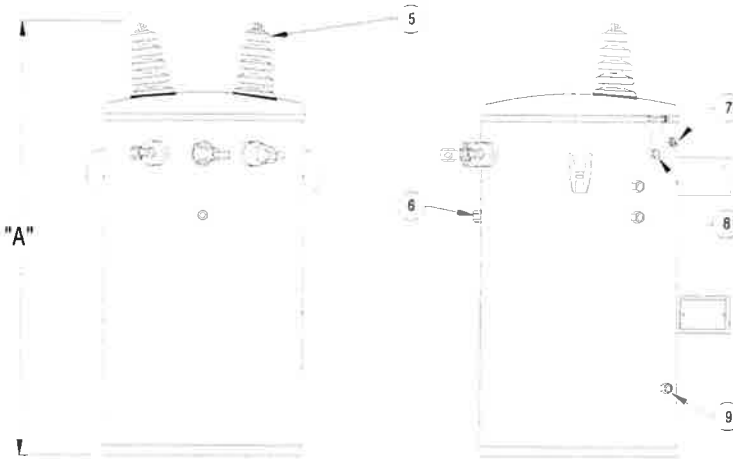
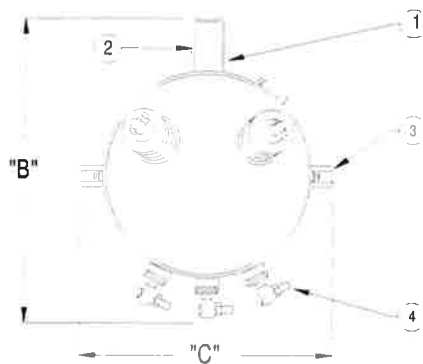
Doc ID: 1d8a1a62642e7b195887c05eb30ea3ff5872d7ba

Exhibit 'A'

EXHIBIT H - Figure for ERMCO Transformers

CONTRACT #: ELE/190961

"B" & "C" Dimensions include arresters & radiators if applicable.



H.V. : 7200/12470Y 95BIL 2BU CSP CONV

L.V. : 240/480 3 OR 4 LVBU (INTERLACED) 30 BIL

TAPS: NO TAPS

PART	DESCRIPTION	QUANTITY
1	HANGER BRACKET TYPE: A	1 SET
2	NAMEPLATE (ON LOWER BRACKET)	
3	TYPE: (1) ALUMINUM NAMEPLATE (STANDARD)	1
4	LIFTING LUGS	2
5	LOW VOLTAGE BUSHINGS	
6	TYPE: GenThermSet/Plast w/Eye-NoSmall1's	3
7	HIGH VOLTAGE BUSHINGS	
8	TYPE: STANDARD HV BUSHING	2
9	GROUNDING PROVISION: (AS REQ. BY ANSI STD)	1
	P.R.V.: GENRIC 10PSI 50SCFM w/FR3 (02or32)	1
	COVER GROUND STRAP	1
	TANK GROUNDING PROVISION: NO GROUND LUGS	2

ADDITIONAL FEATURES
TAP or DUAL VOLTAGE SWITCH: NOT REQUIRED
EXTERNAL ARR. : HV: 9 KV EVOLUTION HD(18"7.5kV#4wire&2rt's)
OIL TYPE: ENVIROTEMP-FR3
TK | CVR: MS | 3kV MS
CVR BAND: 3kV MS

ITEM AND/OR STOCK #	KVA	DIMENSIONS IN INCHES			APPROX. GAL. OIL	APPROX. WEIGHT LBS.
		A	B	C		
10	25	32.9	23.6	26	13	476

E ERMCO

CUSTOMER: CITY OF OCALA - GRESCO RFQ/SPEC #:

SCALE: DATE: BY: QUOTE NUMBER:
NTS 01/22/20 WNC 563960

1H2B 08-19-05

** UNCONTROLLED **

Exhibit 'A'

EXHIBIT H - Figure for ERMCO Transformers

CONTRACT #: ELE/190961

"B" & "C" Dimensions include arresters & radiators if applicable.

H.V.: 7200/12470Y 95BIL 2BU CSP CONV

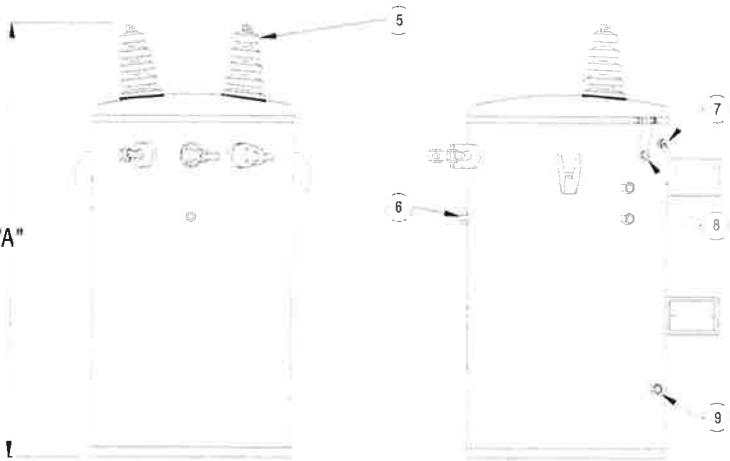
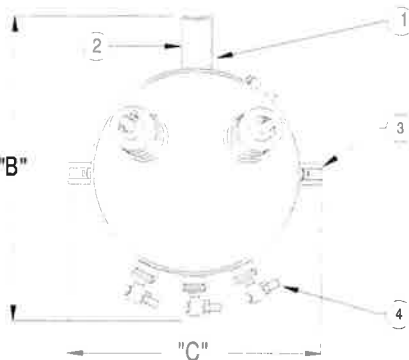
L.V.: 240/480 3 OR 4 LVBU (INTERLACED) 30 BIL

TAPS: NO TAPS

PART	DESCRIPTION	QUANTITY
1	HANGER BRACKET TYPE: A	1 SET
2	NAMEPLATE (ON LOWER BRACKET)	
3	TYPE: (1) ALUMINUM NAMEPLATE (STANDARD)	1
4	LIFTING LUGS	2
5	LOW VOLTAGE BUSHINGS	
6	TYPE: GenThermSet/Plast w/Eye-NoSmall1's	3
7	HIGH VOLTAGE BUSHINGS	
8	TYPE: STANDARD HV BUSHING	2
9	GROUNDING PROVISION: (AS REQ. BY ANSI STD)	1
	P.R.V.: GENRIC 10PSI 50SCFM w/FR3 (02or32)	1
	COVER GROUND STRAP	1
	TANK GROUNDING PROVISION: NO GROUND LUGS	2

ADDITIONAL FEATURES

TAP or DUAL VOLTAGE SWITCH: NOT REQUIRED
EXTERNAL ARR.: HV: 9 KV EVOLUTION HD(18"7.5kV#4wire&2rt's)
OIL TYPE: ENVIROTEMP-FR3
TK | CVR: MS | 3kV MS
CVR BAND: 3kV MS



ITEM AND/OR STOCK #	KVA	DIMENSIONS IN INCHES			APPROX. GAL. OIL	APPROX. WEIGHT LBS.
		A	B	C		
10	25	32.9	23.6	26	13	476

ERMCO

CUSTOMER: CITY OF OCALA - GRESCO RFQ/SPEC #:
SCALE: DATE: 01/22/20 BY: WNC QUOTE NUMBER: 563960
NTS

1H2B 08-19-05

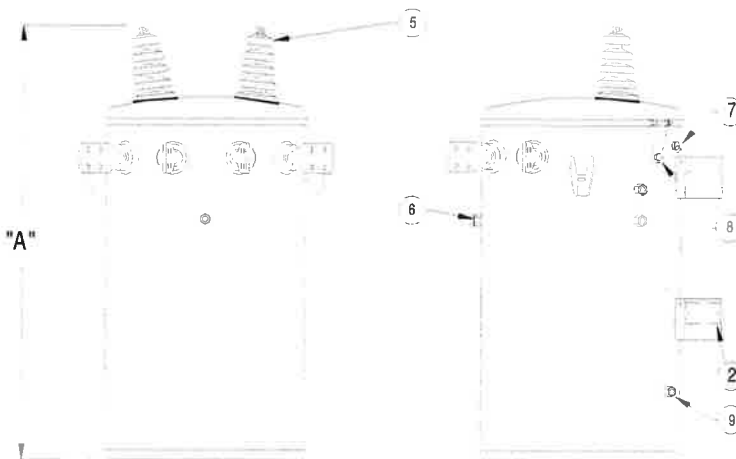
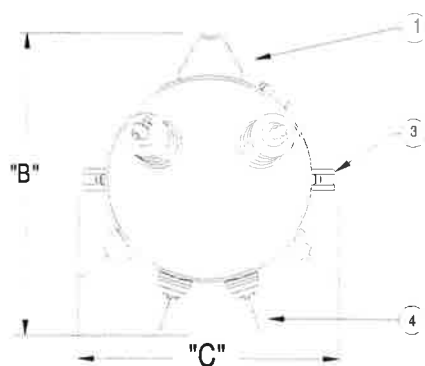
** UNCONTROLLED **

Exhibit 'A'

EXHIBIT H - Figure for ERMCO Transformers

CONTRACT #: ELE/190961

"B" & "C" Dimensions include arresters & radiators if applicable.



H.V.: 7200/12470Y 95BIL 2BU CSP CONV

L.V.: 120/240 3 OR 4 LVBU(QTY PER ANSI) 30 BIL

TAPS: 2 TAPS 2.5% ABOVE AND BELOW

PART	DESCRIPTION	QUANTITY
1	HANGER BRACKET TYPE: B (MODIFIED)	1 SET
2	NAMEPLATE (ON LOWER BRACKET)	
3	TYPE: (1) ALUMINUM NAMEPLATE (STANDARD)	1
4	LIFTING LUGS	2
5	LOW VOLTAGE BUSHINGS	4
6	TYPE: 4 HOLE POLYMER H-SPADE GENERIC	
7	HIGH VOLTAGE BUSHINGS	2
8	TYPE: STANDARD HV BUSHING	
9	GROUNDING PROVISION: (AS REQ. BY ANSI STD)	1
10	P.R.V.: GENRIC 10PSI 50SCFM w/FR3 (02or32)	1
11	COVER GROUND STRAP	1
12	TANK GROUNDING PROVISION: NO GROUND LUGS	2

TANK GROUNDING PROVISION: NO GROUND LOGS
 ADDITIONAL FEATURES
 TAP SW: STANDARD DV & OR TC, CAP WRENCH
 EXTERNAL ARR: HV: 9 KV EVOLUTION HD(18"7.5kv#4wire&2rt's)
 RADIATORS: 1 SET OF 3 PANEL RADIATORS
 OIL TYPE: ENVIROTEMP-FR3
 TK/CVR: MS | 3kv MS
 CVR BAND: 3kv MS

[illegible]

ERMCO

CUSTOMER:
CITY OF OCALA - GRESCO

RFQ/SPEC #:

SCALE: NTS DATE: 01/22/20 BY: WNC QUOTE NUMBER: 563960

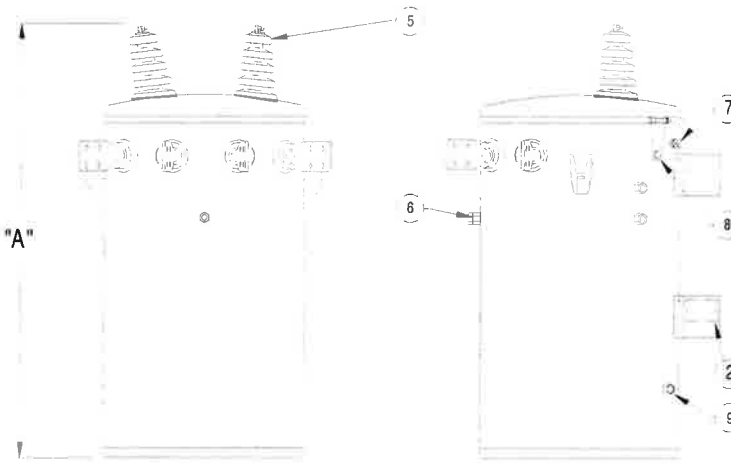
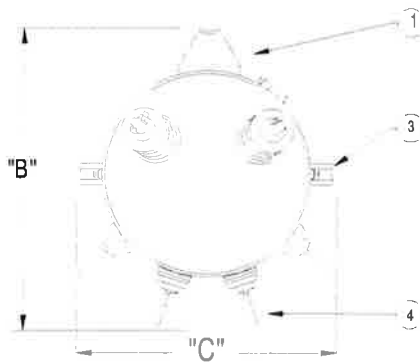
**** UNCONTROLLED ****

Exhibit 'A'

EXHIBIT H - Figure for ERMCO Transformers

CONTRACT #: ELE/190961

"B" & "C" Dimensions include arresters & radiators if applicable.



H.V. : 7200/12470Y 95BIL 2BU CSP ☒ CONV

L.V. : 120/240 3 OR 4 LVBU(QTY PER ANSI) 30 BIL

TAPS: 2 TAPS 2.5% ABOVE AND BELOW

PART	DESCRIPTION	QUANTITY
1	HANGER BRACKET TYPE: B	1 SET
2	NAMEPLATE (ON LOWER BRACKET)	
	TYPE: (1) ALUMINUM NAMEPLATE (STANDARD)	1
3	LIFTING LUGS	2
4	LOW VOLTAGE BUSHINGS	
	TYPE: 4 HOLE POLYMER H-SPADE GENERIC	4
5	HIGH VOLTAGE BUSHINGS	
	TYPE: STANDARD HV BUSHING	2
6	GROUNDING PROVISION: (AS REQ. BY ANSI STD)	1
7	P.R.V.: GENRIC 10PSI 50SCFM w/FR3 (02or32)	1
8	COVER GROUND STRAP	1
9	TANK GROUNDING PROVISION: NO GROUND LUGS	2

ADDITIONAL FEATURES
TAP SW: STANDARD DV &/OR TC, CAP WRENCH
EXTERNAL ARR.: HV: 9 KV EVOLUTION HD(18"7.5kV#4wire&2rt's)
OIL TYPE: ENVIROTEMP-FR3
TKI CVR: MS | 3kV MS
CVR BAND: 3kV MS

ITEM AND/OR STOCK #	KVA	DIMENSIONS IN INCHES			APPROX. GAL. OIL	APPROX. WEIGHT LBS.
A	B	C				
7	167	50.9	35	32.4	49	1687

ERMCO

CUSTOMER: CITY OF OCALA - GRESKO RFQ/SPEC #:

SCALE: NTS DATE: 01/22/20 BY: WNC QUOTE NUMBER: 563960

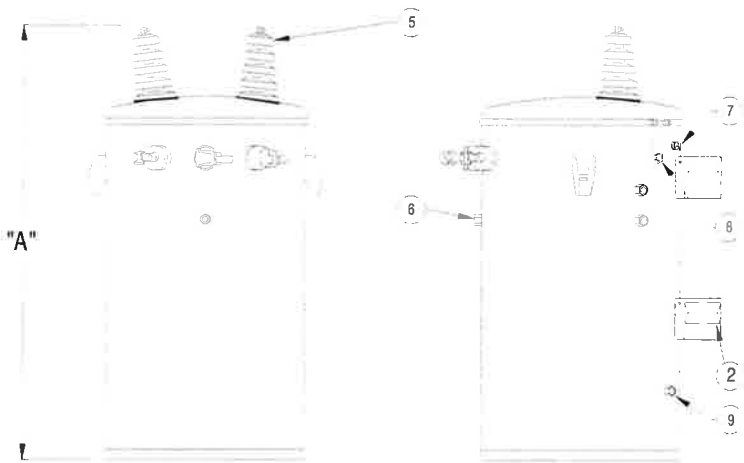
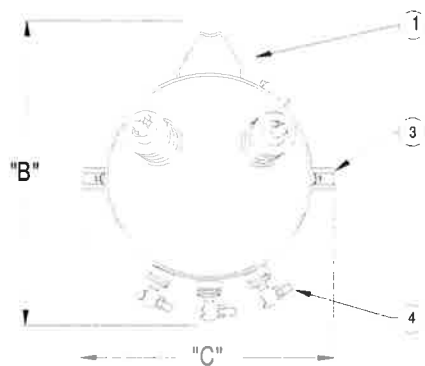
**** UNCONTROLLED ****

Exhibit 'A'

EXHIBIT H - Figure for ERMCO Transformers

CONTRACT #: ELE/190961

"B" & "C" Dimensions include arresters & radiators if applicable.



H.V. : 7200/12470Y 95BIL 2BU CSP CONV
L.V. : 120/240 3 OR 4 LVBU(QTY PER ANSI) 30 BIL

TAPS: NO TAPS

PART	DESCRIPTION	QUANTITY
1	HANGER BRACKET TYPE: B	1 SET
2	NAMEPLATE (ON LOWER BRACKET) TYPE: (1) ALUMINUM NAMEPLATE (STANDARD)	1
3	LIFTING LUGS	2
4	LOW VOLTAGE BUSHINGS TYPE: GenThermoSet/ThermoPlast w/EyeBolt	3
5	HIGH VOLTAGE BUSHINGS TYPE: STANDARD HV BUSHING	2
6	GROUNDING PROVISION: (AS REQ. BY ANSI STD)	1
7	P.R.V.: GENRIC 10PSI 50SCFM w/FR3 (02or32)	1
8	COVER GROUND STRAP	1
9	TANK GROUNDING PROVISION: NO GROUND LUGS	2

ADDITIONAL FEATURES
TAP or DUAL VOLTAGE SWITCH: NOT REQUIRED
EXTERNAL ARR.: HV: 9 KV EVOLUTION HD(18"7.5kV#4wire&2rt's)
OIL TYPE: ENVIROTEMP-FR3
TK | CVR: MS | 3kV MS
CVR BAND: 3kV MS

ITEM AND/OR STOCK #	KVA	DIMENSIONS IN INCHES			APPROX. GAL. OIL	APPROX. WEIGHT LBS.
		A	B	C		
5	75	42.9	29.3	29.7	30	983
6	100	42.9	32.3	32.4	39.5	1276

E ERMCO

CUSTOMER: CITY OF OCALA - GRESKO RFQ/SPEC #:
SCALE: NTS DATE: 01/22/20 BY: WNC QUOTE NUMBER: 563960

1H2B 08-19-05

** UNCONTROLLED **

Exhibit 'A'

EXHIBIT H - Figure for ERMCO Transformers

CONTRACT #: ELE/190961

"B" & "C" Dimensions include arresters & radiators if applicable.

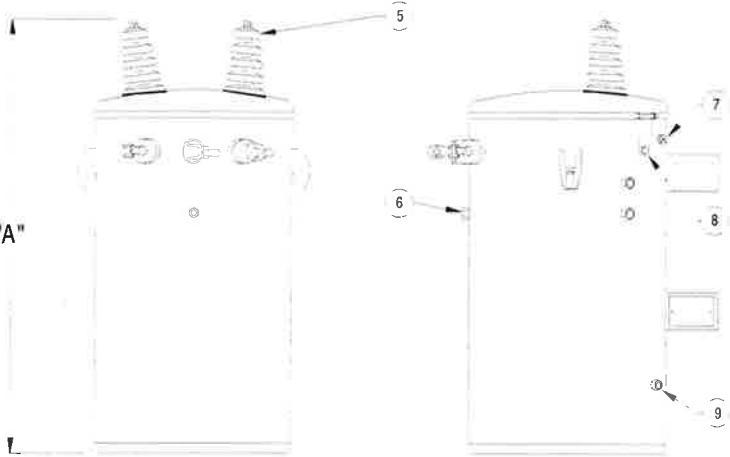
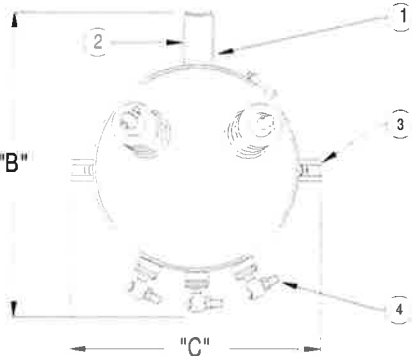
H.V.: 7200/12470Y 95BIL 2BU CSP CONV

L.V.: 120/240 3 OR 4 LVBU (INTERLACED) 30 BIL

TAPS: NO TAPS

PART	DESCRIPTION	QUANTITY
1	HANGER BRACKET TYPE: A	1 SET
2	NAMEPLATE (ON LOWER BRACKET)	
	TYPE: (1) ALUMINUM NAMEPLATE (STANDARD)	1
3	LIFTING LUGS	2
4	LOW VOLTAGE BUSHINGS	
	TYPE: GenThermoSet/ThermoPlast w/EyeBolt	3
5	HIGH VOLTAGE BUSHINGS	
	TYPE: STANDARD HV BUSHING	2
6	GROUNDING PROVISION: (AS REQ. BY ANSI STD)	1
7	P.R.V.: GENRIC 10PSI 50SCFM w/FR3 (02or32)	1
8	COVER GROUND STRAP	1
9	TANK GROUNDING PROVISION: NO GROUND LUGS	2

ADDITIONAL FEATURES
TAP or DUAL VOLTAGE SWITCH: NOT REQUIRED
EXTERNAL ARR.: HV: 9 KV EVOLUTION HD(18"7.5kV#4wire&2t's)
OIL TYPE: ENVIROTEMP-FR3
TK | CVR: MS | 3kV MS
CVR BAND: 3kV MS



ITEM AND/OR STOCK #	KVA	DIMENSIONS IN INCHES			APPROX. GAL. OIL	APPROX. WEIGHT LBS.
		A	B	C		
4	50	34.9	25.4	27.7	16	641

ERMCO

CUSTOMER: CITY OF OCALA - GRESKO			RFQ/SPEC #:		
SCALE: NTS	DATE: 01/22/20	BY: WNC	QUOTE NUMBER: 563960		

** UNCONTROLLED **

Exhibit 'A'



Audit Trail

TITLE	FOR REVIEW AND SIGNATURE - Transformer Supply and Delivery...
FILE NAME	FOR ACA ERVIEW - ...tract ELE1909.pdf
DOCUMENT ID	1d8a1a62642e7b195887c05eb30ea3ff5872d7ba
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	● Completed

Document History



SENT

05 / 06 / 2020
13:53:40 UTC-5

Sent for signature to Robert W. Batsel, Jr. (rbatsel@ocalalaw.com), Gresco Supply, Inc. (anthony.mells@gresco.com), Jay A. Musleh (jmusleh@ocalafl.org) and Angel B. Jacobs (ajacobs@ocalafl.org) from drobinson@ocalafl.org
IP: 98.180.89.187



VIEWED

05 / 07 / 2020
16:06:10 UTC-5

Viewed by Robert W. Batsel, Jr. (rbatsel@ocalalaw.com)
IP: 216.255.247.51



VIEWED

06 / 16 / 2020
14:03:32 UTC-5

Viewed by Gresco Supply, Inc. (anthony.mells@gresco.com)
IP: 198.184.245.98



VIEWED

06 / 17 / 2020
09:55:02 UTC-5

Viewed by Jay A. Musleh (jmusleh@ocalafl.org)
IP: 24.250.240.15



VIEWED

06 / 17 / 2020
12:14:13 UTC-5

Viewed by Angel B. Jacobs (ajacobs@ocalafl.org)
IP: 216.255.240.104

Exhibit 'A'



Audit Trail

TITLE	FOR REVIEW AND SIGNATURE - Transformer Supply and Delivery...
FILE NAME	FOR ACA ERVIEW - ...tract ELE1909.pdf
DOCUMENT ID	1d8a1a62642e7b195887c05eb30ea3ff5872d7ba
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	● Completed

Document History

 SIGNED	05 / 07 / 2020 16:07:02 UTC-5	Signed by Robert W. Batsel, Jr. (rbatsel@ocalalaw.com) IP: 216.255.247.51
 SIGNED	06 / 17 / 2020 09:24:21 UTC-5	Signed by Gresco Supply, Inc. (anthony.mells@gresco.com) IP: 67.232.55.112
 SIGNED	06 / 17 / 2020 09:56:16 UTC-5	Signed by Jay A. Musleh (jmusleh@ocalafl.org) IP: 24.250.240.15
 SIGNED	06 / 17 / 2020 12:14:38 UTC-5	Signed by Angel B. Jacobs (ajacobs@ocalafl.org) IP: 216.255.240.104
 COMPLETED	06 / 17 / 2020 12:14:38 UTC-5	The document has been completed.

Exhibit 'B'

CITY OF LEESBURG TECHNICAL SPECIFICATIONS FOR THREE PHASE PAD MOUNTED TRANSFORMERS

1. SCOPE

- 1.1 These specifications cover the electrical characteristics and mechanical features of dead front, loop feed, three-phase, 60 Hz., FR3 (dielectric fluid) self-cooled, pad mounted, compartmental-type distribution transformers rated 3000 kVA and smaller, high voltage 12,470 / 7,200 wye connected, with low voltages of 120 / 208 wye, 277 / 480 wye, and 120 / 240 mid tap.
- 1.2 All requirements shall be in accordance with the latest revision of ANSI Standard C57.12.26 or C57.12.22 except as modified by these specifications.

2. CONSTRUCTION

- 2.1 Unlocking the padlock and disengaging the penta-head bolt shall permit access to both the high and low voltage terminations when the compartment doors are removed or opened. There shall be a suitable barrier between the high voltage and low voltage compartments.
- 2.2 It shall be impossible to open the door of the high voltage compartment without having first opened the door of the low voltage compartment.
- 2.3 The base of both compartments shall be open to provide maximum flexibility in installing conduits.
- 2.4 The pad-mounted equipment shall meet the requirements for tamper resistance as set forth in ANSI C57.12.28.
- 2.5 A durable metal nameplate made of stainless steel or anodized aluminum material and conforming to ANSI/IEEE C57.12.00-1987, nameplate B, shall be affixed to the interior of the secondary compartment door of each transformer and contain all essential data including year of manufacture, serial number, and clearly state insulating oil is Non-PCB.
- 2.6 Dead front loop feed transformer compartment designations and dimensions shall conform to ANSI C57.12.26, 1987, Figure 7.
- 2.7 The equipment shall be designed to minimize areas where water and corrosive elements can accumulate.

Exhibit 'B'

- 2.8 All transformers will have a 1-inch gate valve and plug located in the bottom right of the primary compartment. The valve will be located 6 inches away from the walls of the transformer to allow easy operation by hand.
- 2.9 Excessive welding and/or discontinuous or "skip" welds shall be avoided. Weld spatter shall be ground down to case level.
- 2.10 Lifting provisions shall be permanently attached and arranged on the tank to provide a distributed, balanced vertical lift for the complete transformer assembly.
- 2.11 The transformer(s) shall be of sealed tank construction of sufficient strength to withstand a pressure of 7 PSI without permanent distortion. In addition, the minimum tank withstand pressure shall be in accordance with ANSI standards, 12 PSIG. At the minimum tank withstand pressure, no oil leak shall be initiated and no component or bushing shall be expelled from the unit. If there is deformation, the unit shall remain tamper-proof and it shall be possible to open the compartment for access to the cable terminations.
- 2.12 Tanks without cooling fins are preferred. If required, cooling fins shall be designed so that no sharp points or edges exist on any part of the fins or where they attach to the tank. External corners and edges shall be rounded and smoothed. Cooling fins shall be arranged to minimize their protrusion from the tank.
- 2.13 Noise level shall not exceed ANSI standards for distribution class transformers.
- 2.14 A self-actuating pressure relief device to relieve slow pressure buildup shall be provided that will automatically vent when pressure reaches 10 + or - 2 PSIG and re-closes when pressure falls to 6 PSIG. The pressure relief device shall have a pull ring for hook stick operation.

3. CORE AND COIL

- 3.1 There shall be three primary and three secondary windings wound on a five-legged core design.
- 3.2 All transformers shall employ cores constructed of traditional silicon steel.
- 3.3 For all units rated 500 KVA and above, four taps shall be provided - two 2 1/2 percent above the rated voltage and two 2 1/2 percent below the rated voltage.

Exhibit 'B'

4. HIGH VOLTAGE TERMINATIONS

- 4.1 Six high voltage bushing wells with removable studs for dead front application conforming to ANSI C57.12.26, latest revision, with six load break bushing inserts, and 200A load break bushings. Bushing inserts shall be manufactured by Elastimold, Cooper, or Chardon.
- 4.2 High voltage terminations shall conform to ANSI C57.12.26, 1987, Figure 6A.

5. HIGH VOLTAGE PROTECTIVE DEVICES

- 5.1 The transformer shall be protected by a Cooper (or approved equal) Bayonet fuse with flapper valve. The Bayonet device shall be rated to make or break full load current rating of the transformer. A non-conducting shield shall be provided to prevent oil from dripping on the bushings when the Bayonet device is removed. Three spare bayonet fuses shall be supplied with each unit and hung in the transformer cabinet in plastic wrapping.
- 5.2 The circuit location of the primary fuses shall be shown in the nameplate schematic.

6. LOW VOLTAGE TERMINATIONS

- 6.1 Externally clamped low voltage bushings shall be equipped with spades and be in accordance with ANSI Guidelines. Transformers 500 kVA and smaller shall be equipped with removable spades in accordance with Figure 9D.
- 6.2 Bushing arrangement and dimensions shall be per ANSI C57.12.26, 1987, Figure 8A except the minimum distance between X_0 and the rigid barrier between the high voltage and low voltage compartment shall be 8 inches. In addition, the minimum distance between X_3 and the transformer sidewall shall also be 8 inches.

7. FINISH

- 7.1 The transformer shall have a corrosion resistant finish and shall meet or exceed ANSI C57.12.28 finishing requirements, latest revision. Top finish coat color shall be Pad Mount Green (Munsell Color 7GY3.12.28).
- 7.2 All paint and/or coatings including topcoats, intermediate coats and primers shall be free of lead.

Exhibit 'B'

- 7.3 No stenciling shall be provided on the transformer.

8. TESTS

- 8.1 All transformers shall pass the tests listed in C57.12.90 - 1993 edition.
- 8.2 One of the considerations for purchase of distribution transformers will be total owning cost. To be considered, bidders must supply the following transformer parameters for evaluation:
- 8.2.1 The guaranteed average winding loss (full load) in watts, at 85° C.
- 8.2.2 The guaranteed core loss (excitation or no load) in watts, at 85° C.
- 8.2.3 Impedance in percent at 85° C to three significant figures.
- 8.2.4 Exciting current in percent to three significant figures.
- 8.3 All transformers shall be tested for no load and full load losses, percent impedance, and subjected to a full wave voltage impulse. Certified test data shall be provided for each transformer shipped. Full losses shall be tested for at 85 degrees C.
- 8.4 The successful bidder shall also supply verification that the design has passed short circuit criteria per ANSI C57.12.00 - 1987 and C57.12.90 - 1987. Certified test results shall be provided to the City of Leesburg.
- 8.5 The actual core loss and total loss parameters of transformers received shall not exceed the quoted parameters by more than the following:
- 8.5.1 Each transformer individually shall not exceed the following percentages. Indemnification for transformers exceeding these tolerances shall be in accordance with 8.7 and 8.7.1 below.
- | | |
|-----------------------------------|-------|
| Core Loss (Excitation or No Load) | + 10% |
| Total Loss (Full Load Loss) | + 6% |
- 8.5.2 For orders of more than one unit by the City of Leesburg, the average of all units of that stock number shipped on any purchase order shall not exceed the quoted parameters. Indemnification for transformers exceeding these tolerances shall be in accordance with 8.7 and 8.7.4 below.

Exhibit 'B'

- 8.6 The actual impedance and exciting current of transformers received shall not exceed quoted values by more than the following values. Indemnification for transformers exceeding these tolerances shall be in accordance with 8.7 and 8.7.2 and 8.7.3 below.

Impedance According to ANSI C57.12.00(9.2) - 1987
Exciting Current + 25%

- 8.7 The indemnification of distribution and step transformers for loss parameters, impedance and/or exciting current outside the tolerance levels established in Sections 8.5 and 8.6 of this specification shall be assessable and initiated within two (2) years from the date of receipt of production loss test data. Any penalties due from the manufacturer will be in the form of an unrestricted credit. Indemnification shall be as follows:

- 8.7.1 Individual transformers with core and/or total losses outside the tolerances established in Section 8.5 (a) of this specification shall:

8.7.1.1 Be returned to the manufacturer for replacement at the discretion of the City of Leesburg. Replacement shall be made, at no additional charge, within thirty (30) days after the expiration date of the current lead time once notification of rejection has been made by the City of Leesburg. All shipping, installation and de-installation costs incurred by the City of Leesburg as a result of the nonconforming transformer shall be for the seller's account.

8.7.1.2 If not returned for replacement, be subject to a loss penalty charged to the manufacturer. The loss penalty shall be equal to the present value of the difference in annual loss costs (actual losses versus quoted losses) evaluated at the cost of money for the City of Leesburg over a fifteen (15) year period. The cost of money used in the evaluation shall be the same value used in the transformer bid evaluation. The loss penalty shall not exceed the quoted price of the transformer.

- 8.7.2 Individual transformers with impedance outside the tolerance established in Section 8.6 of this specification shall:

8.7.2.1 Be returned to the manufacturer for replacement at the discretion of the City of Leesburg. Replacement shall be made, at no additional charge, within thirty (30) days after the expiration date of the current lead time once notification of rejection has been made by the City of Leesburg. All shipping, installation, and de-installation costs incurred by the City of Leesburg as a result of the nonconforming transformer shall be for seller's account.

Exhibit 'B'

- 8.7.2.2 If not returned for replacement, be subject to a penalty charged to the manufacturer. The penalty shall be equal to the excess or non-normal costs incurred by the City of Leesburg in utilizing the nonconforming transformer. The penalty charge shall include engineering, transportation, installation, and material costs of any additional equipment and/or additional transportation of the said transformer deemed necessary by the City of Leesburg to utilize the transformer on the City of Leesburg's system. The impedance penalty shall not exceed the quoted price of the transformer.
- 8.7.3 Individual transformers with exciting current outside the tolerances established in Section 8.6 of this specification shall be returned to the manufacturer for replacement at the discretion of the City of Leesburg. Replacement shall be made, at no additional charge, within thirty (30) days after the expiration date of the current lead time once notification of rejection has been made by the City of Leesburg. All shipping, installation, and de-installation costs incurred by the City of Leesburg as a result of the nonconforming transformer shall be for seller's account.
- 8.7.4 Average core and/or total losses of all units of any individual City of Leesburg stock number that exceed the quoted parameters shall be subject to a loss penalty charged to the manufacturer. The average loss penalty shall exclude any units penalized on an individual basis and shall be equal to the present value of the difference in annual loss costs (the average of actual losses versus quoted losses) evaluated at the cost of money for the City of Leesburg over a fifteen (15) year period. The cost of money used in the evaluation shall be the same value used in the transformer bid evaluation.

9. BID EVALUATION AND AWARD

- 9.1 All bids received will be evaluated and awarded on the basis of the total owning cost. The total owning cost shall be determined with the following formula:

$$\text{TOC} = \text{PRICE} + \text{NL WATTS} * 8.380 + \text{LL WATTS} * 2.258$$

Where: TOC = Total owning cost
 PRICE = Purchase price quoted
 NL WATTS = quoted no-load losses in watts
 LL WATTS = quoted load losses in watts

For the determination of the award of business, City of Leesburg will consider all bids within two- and one-half percent (2.5%) of the lowest TOC to be

Exhibit 'B'

economically equivalent and will consider other factors such as lead times and purchase price in making the award.

- 9.2 All bidders shall supply NO LOAD AND TOTAL losses on the form provided in the bid documents. All losses shall be quoted in watts at 85 degrees C. (65 degrees C. rise + 20 degrees C. ambient).
- 9.3 Quoted losses shall be the guaranteed average of all transformers in a specific order of a given size and type. However, no transformer shall exceed the tolerances specified in ANSI C57.12.1987, Table 18.

10. PRODUCTION LOSS TEST DATA

- 10.1 Transformers shall comply with the Department of Energy minimum efficiency levels as specified in the Conservation Program for Commercial Equipment: Distribution Transformers Energy Conservation Standards; Final Rule effective Jan 1, 2016.

A draft report showing the values for No Load Loss (at 85° C) and Full Load Loss (at 85° C) for each unit supplied under this Specification shall be included with each unit at the time of shipment to the City of Leesburg. Within two weeks of the date of shipment, the actual, certified values for No Load Loss and Full Load Loss shall be forwarded to the City of Leesburg. The report shall contain the date of manufacture, manufacturer, serial number, size, high and low voltage ratings, the purchase order number and stock number, unit cost, the specified test values, and any other information specified on the Purchase Order or deemed desirable by the Manufacturer. The file format shall be Microsoft Excel. Files may be provided via email (preferred) or a CD. Invoices will not be paid until this report has been received.

- 10.2 A statement indicating that the transformer(s) meet the DOE minimum efficiency requirements listed in Table I.1 – Standard Levels for Liquid- Immersed Distribution Transformers
- 10.3 Core (no load) and winding (full load) loss values shall be provided in watts to one (1) decimal place.
- 10.4 Accuracy of production loss test data is the responsibility of the manufacturer.
- 10.5 System cost factors used in the evaluation of bids are available upon request from City of Leesburg.

11. ACCESSORIES

Exhibit 'B'

- 11.1 Low voltage terminations shall be on all units ordered by the City of Leesburg as specified below. This option modifies section 6.1 which requires ANSI standard low voltage terminations.

KVA	208y/120	480y/277
75	8-hole	N/A
112 ½	8-hole	N/A
150	8-hole	N/A
225	8-hole	8-hole
300	10-hole	10-hole
500	10-hole	10-hole
750	10-hole	10-hole
1000	10-hole	10-hole

All holes shall be 9/16 inch.

- 11.2 All mild steel design.
- 11.3 All units are to include a Liquid Level and Temperature Gauge.
- 11.4 Amorphous cores are not allowed.
- 11.5 Provision for mounting momentary fault indicators: The City of Leesburg may require three holes drilled on the front face of the transformer cabinet door. The successful bidder shall provide these holes to the City of Leesburg specifications and also provide associated stainless-steel bolts, lock washers, nuts or cover plates. The specifications for these holes, including exact location, shall be provided by the City of Leesburg on the purchase order.
- 11.6 Transformers with a rating of 150 KVA or above shall have an access hole located in the top of the oil filled compartment, centered laterally and 6 inches behind the bushing mounting surface. This access hole shall be 16 inches x 24 inches in area and sealed from weather using conventional methods.
- 11.7 Insulated supports for all low voltage bushings.
- 11.8 Each transformer shall include a 4-position load break switch. The switch shall be a rotary "T-blade" type and shall be externally operated for loop feed switching. A spring loaded, quick make and break system shall be utilized and be hot stick operable. This oil-immersed mechanism will be rated as follows:

95 kV BIL

Max voltage Line – Line 25 kV, Line – Ground 15.2 kV

Exhibit 'B'

Continuous interrupt current – 300 A
Momentary and making current – 8 kA, minimum
RMS Sym. / Assym. – 10 kA, minimum

The four-position switch will provide the following connections:

Loop A Feed
Loop B Feed
Loop A and B Feed
Transformer off – Loop Closed

11.9 Dielectric Fluid shall be FR3.

12. SHIPPING

- 12.1 Transformers shall be shipped on open top trucks, single-tier freight trailers. Transformer will not be stacked. Transformers that are delivered stacked may be rejected by the City of Leesburg.
- 12.2 Transformers shall be arranged in the truck or freight trailer to prevent damage during shipping.
- 12.3 Shipments of transformers to the City of Leesburg shall be a single transformer to a pallet. 4x4 runners in lieu of a pallet is acceptable. Each transformer shall be secured (banding, bolting, or other suitable method) to a pallet to protect it from damage during shipping and handling. All packaging or palletizations used in shipping transformers shall have a minimum ground clearance of 2 inches, and to be capable of supporting transformers without damage. Minimum of 18" fork width will be provided.
- 12.4 Bidder shall provide the City of Leesburg 24 hours notice prior to delivery of transformers. The City of Leesburg shall not be responsible for off-loading delays when notice of delivery is not given as specified.

13. WARRANTY

- 13.1 Each transformer conforming to this material specification shall be unconditionally guaranteed against failure due to any cause, except misapplication or abuse, for a minimum of one (1) year from the date of installation or 18 months from the date of shipment, whichever occurs first. Any transformer which does not conform to this warranty shall, at buyers' option, be repaired or replaced by seller. Seller shall indemnify buyer for all costs incurred as a result of any such nonconformity.

Exhibit 'B'

14. ACCEPTED BRANDS

14.1 The following manufacturers are the only approved manufacturers under this specification:

ABB
General Electric
Cooper Power Systems
Howard Industries
ERMCO

Exhibit 'B'

CITY OF LEESBURG TECHNICAL SPECIFICATION OVERHEAD DISTRIBUTION TRANSFORMERS - 167 kVA AND SMALLER

1. SCOPE

- 1.1.1. This specification covers the general requirements for all single phase, 60 Hz, natural ester fluid filled (FR3), distribution transformers for overhead construction, 167 kVA and smaller, high voltage 12,470/7,200GndY, low voltages 120/240, 240/480, or 277. The required voltages shall be specified at the time an order is placed.
- 1.2 All requirements shall be in accordance with the latest revision of ANSI C57.12.20, except as modified by these specifications.

2. TRANSFORMER TOTAL OWNING COST

- 2.1 One of the considerations for purchase of distribution transformers will be total owning cost. To be considered, bidders must supply the following transformer information for evaluation:
 - 2.1.1 The guaranteed average winding loss (full load) in watts, at 85C.
 - 2.1.2 The guaranteed core loss (excitation or no load) in watts, at 85C.
 - 2.1.3 Impedance in percent at 85C to three significant figures.
 - 2.1.4 Exciting current in percent to three significant figures.
- 2.2 The actual core loss and total loss parameters of transformers received shall not exceed the quoted parameters by more than the following:
 - 2.2.1 Each transformer individually shall not exceed the following percentages. Indemnification for transformers exceeding these tolerances shall be in accordance with Section 2.4 below.
Core Loss (Excitation or No Load) + 10%
Total Loss (Full Load Loss) + 6%
 - 2.2.2 For orders of more than one unit by the City of Leesburg, the average of all units of that stock number shipped on any purchase order shall not exceed the quoted parameters. Indemnification for transformers exceeding these tolerances shall be in accordance with Section 2.4 below.

Exhibit 'B'

- 2.3 The actual impedance and exciting current of transformers received shall not exceed quoted values by more than the following values. Indemnification for transformers exceeding these tolerances shall be in accordance with Section 2.4 below.

Impedance	$\pm 7.5\%$
Exciting Current	$+25\%$

- 2.4 The indemnification of distribution transformers for loss parameters, impedance and/or exciting current outside the tolerance levels established in Sections 2.2 and/or 2.3 of this specification shall be assessable and initiated within two (2) years from the date of receipt of production loss test data. Any penalties due from the manufacturer will be in the form of an unrestricted credit.

Transformers (both individually or as an average when the City of Leesburg orders more than one unit of any stock number) with core and/or total losses outside the tolerances established in Section 2.2.1 of this specification, or impedance or exciting current outside the tolerances established in Section 2.3 of this specification shall:

- 2.4.1 Be returned to the manufacturer for replacement at the discretion of the City of Leesburg. Replacement shall be made, at no additional charge, within thirty (30) days after the expiration date of the current lead time once notification of rejection has been made by the City of Leesburg. All shipping, installation and de-installation costs incurred by the City of Leesburg as a result of the nonconforming transformer shall be for the seller's account.
- 2.4.2 If not returned for replacement, be subject to a loss penalty charged to the manufacturer. The loss penalty relative to out of tolerance losses shall be equal to the present value of the difference in annual loss costs (actual losses versus quoted losses) evaluated at the cost of money for the City of Leesburg over a fifteen (15) year period. The cost of money used in the evaluation shall be the same value used in the transformer bid evaluation. The loss penalty relative to impedance shall be equal to the excess or non-normal costs incurred by the City of Leesburg in utilizing the nonconforming transformer. The penalty charge shall include engineering, transportation, installation, and material costs of any additional equipment needed to utilize the transformer. There will be no loss penalty relative to out of tolerance exciting current. In all cases, the loss penalty shall not exceed the quoted price of the transformer.

Exhibit 'B'

3. PRODUCTION LOSS TEST DATA

- 3.1 Transformers shall comply with the Department of Energy minimum efficiency levels as specified in the Conservation Program for Commercial Equipment: Distribution Transformers Energy Conservation Standards; Final Rule effective Jan 1, 2016.
- 3.2 Transformer test data report supplied to the City of Leesburg shall include:
 - 3.2.1 The guaranteed average winding loss (full load) in watts, at 85°C, to one (1) decimal place
 - 3.2.2 The guaranteed core loss (excitation or no load) in watts, at 85°C, to one (1) decimal place
 - 3.2.3 Impedance in percent at 85° to three (3) significant figures
 - 3.2.4 Exciting current in percent to three (3) significant figures
 - 3.2.5 The percentage efficiency as calculated by the Department of Energy at 50% load in watts, to four (4) significant figures
 - 3.2.6 A statement indicating that the transformer(s) meet the DOE minimum efficiency requirements listed in Table I.1 – Standard Levels for Liquid-Immersed Distribution Transformers.
- 3.3 The reports accompanying each unit, as required in 3.2, shall be furnished to the Participating Member at the time of shipment. The report shall contain the date of manufacture, manufacturer, serial number, size, high and low voltage ratings, the purchase order number and stock number, unit cost, the specified test values, and any other information specified on the Purchase Order or deemed desirable by the Manufacturer. The file format shall be Microsoft Excel. Files may be provided via email (preferred) or a CD. Invoices will not be paid until this report has been received
- 3.4 Accuracy of production loss test data is the responsibility of the manufacturer.
- 3.5 System cost factors used in the evaluation of bids are available upon request from City of Leesburg.

4. NOISE LEVEL

- 4.1 Noise level shall not exceed ANSI standards for distribution class transformers.

Exhibit 'B'

5. THERMOSETTING INSULATION

- 5.1 All transformers shall employ an approved bonded thermosetting insulation system in the construction of the coil assembly.

6. TRANSFORMER CORE MATERIAL

- 6.1 All transformers shall employ cores constructed of traditional silicon steel unless otherwise specified on the purchase order.
- 6.2 All coil designs must meet or exceed the ANSI short circuit requirement. Only adhesive coated paper shall be used in the coil design. All manufacturers shall provide certified test results to the City of Leesburg. These test results will indicate their product meets or exceeds this requirement.

7. DIELECTRIC FLUID

- 7.1 The transformer dielectric fluid shall be natural ester fluid, FR3.

8. EXTERIOR FINISH

- 8.1 Conventional pole type transformer tanks shall be ANSI #70 Gray (Munsell 5BG 7/0.4) color. Tank covers for conventional pole type transformers, 167 kVA and below shall be supplied with an insulated coating.
- 8.2 The tank finish must meet or exceed ANSI C57.12.28 requirement. The tank finish shall consist of sufficient coat(s) of high grade quality paint which will not fade, blister or chalk and will be scuff resistant. This is to insure long field life (20 years plus) with minimum maintenance under severe environmental conditions such as salt spray, high humidity and high ultraviolet levels.
- 8.3 The term stainless steel as used in this specification shall mean alloy 304L.
- 8.4 All transformers shall have decals indicating transformer kVA size and secondary voltage. Stenciling is not accepted. The decals shall be premium grade, long lasting with reflective backing and shall be an Electromark decal or equal. The font size shall be 2" – 3" in height and each decal shall be continuous (not individual) labels to make up a sequence. The decals shall be 3M Scotchlite reflective yellow backing with black text and shall be U.V. Tedlar over laminate. The decals shall be located on the tank side opposite the hanger and approximately 6" below the secondary neutral bushing. The following information shall be included:

Exhibit 'B'

- 1) kVA size of the unit.
- 2) Secondary voltage of the unit.

9. BASIC IMPULSE INSULATION LEVELS

- 9.1 High Voltage Insulation Class: 15 kV, 95 kV BIL
- 9.2 Low Voltage Insulation Class: 1.2 kV, 30 kV BIL

10. RATINGS

- 10.1 All transformers shall have the capability of meeting or exceeding the recommended load limits as shown in Section 3 of the Guide for Loading Mineral Oil-Immersed Overhead Type Distribution Transformers, C57.91.
Transformers will be specified as a 2-bushing transformer with fully insulated winding.

11. CONSTRUCTION

- 11.1 All transformers shall be arranged and equipped for single position mounting.
- 11.2 All paint and/or coatings including top coats, intermediate coats and primers shall be free of lead and chromates. The color shall be gray ANSI #70-(Munsell 5BG 7/0.4).
- 11.3 All transformers shall be equipped with a solder-less tank grounding connector located in the tank ground pad.
- 11.4 For protection from flashovers caused by wildlife, transformers shall be furnished with a non-peeling insulating tank cover coating. The insulating cover coating shall be able to withstand 12 kV ac RMS for 1 minute without puncturing.
- 11.5 High voltage bushings shall be porcelain unless otherwise specified on the purchase order.
- 11.6 Low voltage bushings shall be sidewall type.
 - 11.6.1 Low voltage terminals shall be tinned copper or tinned bronze suitable for either aluminum or copper conductors. Terminals shall be in conformance with Table 12, C 52.12.20 - 1988.

Exhibit 'B'

- 11.6.2 All transformers, 75 kVA and above, shall have low voltage bushings capable of supporting a continuous vertical load of 100 pounds when applied to either outer hole of the connector spade or terminal without producing a deflection sufficient to produce a leak at the low voltage bushing or structural failure of the low voltage bushing or terminal.
- 11.6.3 Pal nuts shall not be used to secure coil leads to secondary terminals.
- 11.7 The total weight, with oil, of all pole mounting transformers shall conform to Section 19 of this specification. These transformers shall be of such dimensions that they can be mounted (using a Type C adapter plate on transformers with Type C support lugs) on a three-position double-band cluster bracket meeting the specifications of the Aluma-Form Model #15M3-9 or the A.B. Chance Model C212-8015.
- 11.8 The instruction nameplate can be mounted on the lower support lug of transformers equipped with type A or B support lugs.
 - 11.8.1 Nameplates mounted on support lugs must be free of sharp edges with a minimum of 1/16" clearance from all edges of the support lugs. In addition, the edges of the nameplate, as installed, must be flush with the support lug so as not to create an unsafe condition.
- 11.9 The transformer tank cover shall be metallically bonded to the transformer tank by means of an external strap and shall have slope for moisture run-off.
- 11.10 The transformer tank cover shall be made from mild steel. Band and band hardware shall be made from stainless steel or silicon bronze.
- 11.11 Internal secondary leads shall be identified with appropriate markings permanently embossed in the lead that corresponds with the lead markings on the nameplate.
- 11.12 Transformers shall be provided with a ground strap between the secondary bushing and the tank ground.
- 11.13 Each transformer shall be labeled (CONTAINS NO PCB MATERIALS) using a blue decal (approx. 2½" X 3½") with white letters. The wording shall be "Filled with NON PCB mineral oil" or "Filled with NON PCB mineral oil at time of manufacture, per 40 CFR 761 (May 31, 1979)". No other

Exhibit 'B'

wording is acceptable. On aerial transformers the decal shall be placed on the outside at a location to be easily read from the ground after the transformer is mounted on the pole.

12. PROTECTION FROM TANK RUPTURE

- 12.1 The transformer tank shall be constructed to conform to ANSI C57-12.20, latest revision, in regard to protection from tank rupture.
- 12.1 All transformers must be equipped with a replaceable pressure relief valve that conforms to ANSI c57-12.20, latest revision.

13. SECONDARY SURGE WITHSTAND

- 13.1 Secondary surge withstand is the ability of a transformer to withstand lightning surges into the low voltage windings without sustaining damaging insulation breakdown.
- 13.2 Transformers shall be protected from secondary surge induced failures by possessing interlaced low voltage windings.

14. PROTECTIVE DEVICES

- 14.1 Two mounting studs shall be provided for a distribution class lightning arrestor rated to match the transformer voltage class, opposite each high voltage bushing.

15. NAMEPLATE INFORMATION

- 15.1 All transformer nameplates shall be made of stainless steel or anodized aluminum and indicate the following:
 - 15.1.1 kVA, High voltage, and low voltage.
 - 15.1.2 BIL rating of the high voltage winding.
 - 15.1.3 Transformer weight.
 - 15.1.4 Month and year of manufacture.
 - 15.1.5 Serial number.
 - 15.1.6 Bar-code in accordance with C57.12.35 - 1996.

Exhibit 'B'

- 15.1.7 Type of Dielectric Fluid
- 15.1.8 Quantity of Dielectric Fluid
- 15.1.9 Polarity
- 15.1.10 Frequency
- 15.1.11 Impedance
- 15.1.12 Degree Rise
- 15.1.13 Schematic Diagram

16. MAXIMUM TRANSFORMER DIMENSIONS AND WEIGHTS

- 16.1 Transformers supplied under this specification shall conform to the following maximum weights, tank heights, and tank diameters:

Transformer size (kVA)	Maximum Weight in Pounds	Maximum Tank Height in Inches	Maximum Tank Diameter in Inches
5, 10, 15	375	32.0	16.0
25	490	32.0	18.5
37.5	690	33.5	22.5
50	750	34.5	23.0
75	1,010	36.5	25.5
100	1,150	39.5	25.5
167	1,560	40.0	25.5

17. OPTIONAL ACCESSORIES

- 17.1 The following items are options selected by the City of Leesburg:
- 17.1.1 No taps.
 - 17.1.2 Primary lightning arrester installed. The arrester shall be 10kV distribution lightning arrester, heavy-duty class, direct disconnect polymer housed, Cooper type URT10080A1A1A1A or exact equivalent. The arrester shall be provided with all associated hardware and mounting brackets for transformer mounted installation. The arrester shall be furnished with a jumper of adequate size installed from the arrester to the primary bushing terminal. The arrester shall also be furnished with an

Exhibit 'B'

adequate size copper wire or strap to tank case.

- 17.1.3 Decals denoting the kVA size of the transformer and secondary voltage if other than 120/240. See section 8.4 of this specification.

18. BID EVALUATION AND AWARD

- 18.1 All bids received will be evaluated and awarded on the basis of the total owning cost. The total owning cost shall be determined with the following formula:

$$\text{TOC} = \text{PRICE} + \text{NL WATTS} * 8.380 + \text{LL WATTS} * 2.258$$

Where:

TOC = Total owning cost

PRICE = Purchase price quoted

NL WATTS = quoted no-load losses in watts

LL WATTS = quoted load loss watts

For the determination of the award of business, the City of Leesburg will consider all bids within two- and one-half percent (2.5%) of the lowest TOC to be economically equivalent and will consider other factors such as lead times and purchase price in making the award.

- 18.2 All bidders shall supply NO LOAD, FULL LOAD and TOTAL losses on the form provided in the bid documents. All losses shall be quoted in watts at 85 degrees C. (65 degrees C. rise + 20 degrees C. ambient).
- 18.3 Quoted losses shall be the guaranteed average of all transformers in a specific order of a given size and type. However, no transformer shall exceed the tolerances specified in ANSI C57.12.1987, Table 18.

19. WARRANTY

- 19.1 Each transformer conforming to this material specification shall be unconditionally guaranteed against failure due to any cause, except misapplication or abuse, for a minimum of one (1) year from the date of installation or 24 months from the date of shipment, whichever occurs first. Any transformer which does not conform to this warranty shall, at buyers' option, be repaired or replaced by seller. Seller shall indemnify buyer for all costs incurred as a result of any such nonconformity.

Exhibit 'B'

20. SHIPPING

- 20.1 Transformers shall be shipped on open top trucks, single-tier freight trailers and be forklift unloadable from the side. If desired by the vendor, the units may also be shipped on two-tier trucks or freight trailers with built-in unloading devices.
- 20.2 Transformers shall be arranged and stacked in the truck or freight trailer to prevent damage during shipping.
- 20.3 Bidder shall provide the City of Leesburg 24 hours' notice prior to delivery of transformers.
- 20.4 Shipments of transformers to the City of Leesburg shall be a single transformer to a pallet. Each transformer shall be secured (banding, bolting, or other suitable method) to a pallet to protect it from damage during shipping and handling. Lifting lugs on conventional transformers shall be used for banding and lifting. All packaging or palletizations used in shipping transformers shall have a minimum ground clearance of 2 inches, and to be capable of supporting transformers without damage. Minimum of 18" fork width will be provided.

21. DRAWINGS

All bidders are required to submit drawings for each unit bid. Drawings are to demonstrate compliance with DOE 2016 standards.

22. ACCEPTED STANDARD

The following brand names are the only accepted brands for pole mounted transformers:

General Electric
Cooper
ABB
Central Moloney
Kulhman
Howard Industries
Ermco

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.1.

Meeting Date: February 28, 2022

From: Al Minner, (City Manager)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, authorizing an increase in the number of full-time positions for the FY 2021-22 in the Gas Department, Customer Service Division, Planning & Zoning Division and Public Works Department and associated expenses due to current and upcoming growth; and providing an effective date.

Staff Recommendation:

Staff recommends approval of the increase in the current budget for additional personnel/position adjustments as a result of growth issues being managed by the City of Leesburg. The specific modifications which require approval are as follows:

1. Gas Department - 3 Additional Gas Service Technicians; 2 Position Reclassifications; Associated Equipment
2. Customer Service Division - 3 Additional Customer Service Specialists; 1 Utility Service Technician; Associated Equipment
3. Planning and Zoning Department - 1 Planner
4. Public Works Department - 1 Land Development Manager and Associated Equipment

Analysis:

In light of recent growth, and upcoming future growth associated with The Villages development and other new developments in the utility service area, it is necessary to amend the current budget for additional personnel and position changes. The chart below shows the increase in utility accounts since 2016. This growth does not include the rapidly expanding impact of the Villages, which will increase customer load by 350 accounts a month, starting in June 2022.

Total Accounts by Utility	2016	2017	2018	2019	2020	2021
Electric	23,357	24,400	25,000	25,037	25,539	26,441
Gas	10,834	10,839	10,889	12,116	11,316	12,629
Solid Waste	8,721	8,849	9,255	9,482	9,754	10,075
Stormwater	11,837	11,923	12,372	12,549	12,919	13,204
Water	21,638	21,774	22,180	22,371	22,919	23,169
Wastewater	18,537	18,550	18,768	19,309	19,747	19,957
Reuse	1,438	1,559	1,692	1,830	2,036	2,442
	96,362	97,894	100,156	102,694	104,230	107,917
Growth		2%	2%	3%	1%	4%

The Gas Department is requesting to add 3 Gas Service Technicians, including adding 3 new trucks and associated training and outfitting costs. Additionally, the Gas Department would like to reclass two positions to create two new positions titled a Gas Measurement Cathodic Protection (C.P.) Technician (paygrade 125), totaling \$263,262 (reflects 6 months of Salary & Benefits for the positions for the remainder of FY22).

In the Customer Service Division, it is necessary to add a total of 4 positions (3 Customer Service Specialists and 1 Utility Service Technician), including 1 truck and associated outfitting costs, totaling \$150,182 (reflects 6 months of Salary & Benefits for the positions for the remainder of FY22).

The Planning & Zoning division requires 1 additional Planner, totaling \$42,250 (reflects 6 months of Salary & Benefits for the positions for the remainder of FY22).

Additionally, the Public Works Department is requesting to add 1 new position titled Land Development Manager (paygrade 136). This is a new position which seeks to return the development review process to the Public Works Department, where development focus can be placed on review and inspection of roads, drainage and other public improvements during the course of residential and commercial development, totaling \$48,750 (reflects 6 months of Salary & Benefits for the positions for the remainder of FY22).

Procurement Analysis:

N/A

Options:

1. Approve the increase in the current budget for additional personnel/position changes and associated costs in the Gas Department, Customer Service division, Planning & Zoning division and the Public Works Department; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

The total cost of these changes is an increase of \$504,444. The Gas Department increase of 3 positions, position adjustments and associated costs of \$263,262 will be funded by the Gas Department. The Customer Service Division increase of \$150,182 will be allocated to the various utilities (detailed below). Additionally, the Planning & Zoning division increase of \$42,250 will be allocated to the various utilities (detailed below). The Public Works Department increase of \$48,750 will be split 60% with the General Fund and 40% with the Stormwater Department.

Gas Department Increase

ITEM	ESTIMATED COST
3 Personnel (Salary & Benefits)	\$90,290
+3 Gas Service Technician	
Reclass of 2 Positions	
Gas Measurement Cathodic Protect.	\$4,008
Truck (3)	\$120,000
Tools	\$30,000
Gas Reading Equipment	\$5,100
Training	\$6,620
Fire Safety Equipt.	\$1,500
Uniforms/Boots	\$1,500
Cell Phone Stipend	\$165
Furniture	\$2,400
Computer Supplies	\$1,680
	\$263,263

Customer Service Increase

ITEM	ESTIMATED COST
4 Personnel (Salary & Benefits)	\$105,462
+3 Customer Serv. Specialists & +1 Utility Serv. Technician	
Truck (1)	\$35,000
Cell Phone/Computer Equip	\$2,220
Networking	\$7,500
Total	\$150,182

Cost Allocation for funding:

Electric	40%	60,073
Gas	10%	15,018
Water	16%	24,029
Wastewater	21%	31,538
Solid Waste	8%	12,015
Stormwater	3%	4,505
General Fund	2%	3,004
		150,182

Planning & Zoning Increase

ITEM	ESTIMATED COST
1 Personnel (Salary & Benefits)	\$42,250
	\$42,250

Cost Allocation for funding:

Electric	15%	6,338
Gas	10%	4,225
Water	15%	6,338
Wastewater	15%	6,338
General Fund	45%	19,013
		42,250

Public Works Department Increase

ITEM	ESTIMATED COST
1 Personnel (Salary & Benefits)	\$48,750
	\$48,750

Cost Allocation for funding:

General Fund	60%	29,250
Stormwater	40%	19,500
		48,750

Submission Date and Time:

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, AUTHORIZING AN INCREASE IN THE NUMBER OF FULL-TIME POSITIONS FOR THE FY 2021-22 IN THE GAS DEPARTMENT, CUSTOMER SERVICE DIVISION, PLANNING & ZONING DIVISION AND PUBLIC WORKS DEPARTMENT AND ASSOCIATED EXPENSES DUE TO CURRENT AND UPCOMING GROWTH; AND PROVIDING AN EFFECTIVE DATE.

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

THAT the City Commission hereby authorizes increasing the current budget for additional personnel/position adjustments in the Gas Department (3), Customer Service division (4), Planning & Zoning Division (1) and the Public Works Department (1) and associated expenses due to current and upcoming growth.

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 28th day of February 2022.

THE CITY OF LEESBURG, FLORIDA

Mayor

ATTEST:

City Clerk

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.2.

Meeting Date: February 28, 2022

From: Cliff Kelsey, (Public Works Director)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, accepting a Temporary Construction Easement from Bhakhiya, Inc., as grantor, to the City of Leesburg, as grantee, pertaining to land located in Stock Subdivision, a subdivision in Lake County, Florida; and providing an effective date.

Staff Recommendation:

Staff recommends approval of the resolution accepting a Temporary Construction Easement from Bhakhiya, Inc.

Analysis:

Bhakhiya, Inc., is granting a Temporary Construction Easement to the City of Leesburg for the purpose of construction, installation, repair, maintenance, replacement and improvement of a stormwater inlet and associated piping and infrastructure.

Procurement Analysis:

N/A

Options:

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

Fiscal Impact:

None

Submission Date and Time: 2/23/2022 2:19:22 PM

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, ACCEPTING A TEMPORARY CONSTRUCTION EASEMENT FROM BHAKHIYA, INC., AS GRANTOR, TO THE CITY OF LEESBURG, AS GRANTEE, PERTAINING TO LAND LOCATED IN STOCK SUBDIVISION, A SUBDIVISION IN LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE.

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

THAT the City of Leesburg, Florida does hereby accept from Bhakhiya, Inc., a Temporary Construction Easement dated November 19, 2021, and recorded December 13, 2021, in Official Records Book 5855, Pages 2252-2256, Public Records of Lake County, Florida, conveying certain real property located in Stock Subdivision in the City of Leesburg, Lake County, Florida, and more particularly described in said Temporary Construction Easement, to the City of Leesburg.

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 28th day of February 2022.

THE CITY OF LEESBURG, FLORIDA

Mayor

ATTEST:

City Clerk

INSTRUMENT #2021171835
OR BK 5855 PG 2252 - 2256 (5 PGS)
DATE: 12/13/2021 3:52:34 PM
GARY J. COONEY, CLERK OF THE CIRCUIT COURT
AND COMPTROLLER, LAKE COUNTY, FLORIDA
RECORDING FEES \$44.00 DEED DOC \$0.70

THIS INSTRUMENT PREPARED BY & RETURN TO:
Fred A. Morrison
McLin Burnsed P.A.
Post Office Box 491357
Leesburg, Florida 34749-1357

**Temporary Construction
Easement**

RESERVED FOR RECORDING

THIS EASEMENT given the 19th day of November, 2021, by **BHAKHIYA, INC.**, whose address is 354 Weather Wood Court, Leesburg, Florida 34748, hereafter referred to as Grantor, to **THE CITY OF LEESBURG, FLORIDA**, whose address is P.O. Box 490630, Leesburg, FL 34749-0630, hereafter referred to as Grantee,

WITNESSETH:

That for and in consideration of the sum of \$1.00 and other good and valuable considerations, in hand paid and tendered unto Grantor, receipt whereof is hereby acknowledged, Grantor does hereby grant, bargain, sell, convey and confirm unto Grantee, its successors and assigns forever, a temporary construction easement over and across the following described real property:

AS DESCRIBED ON EXHIBIT "A" ATTACHED

for the purpose of construction, installation, repair, maintenance, replacement and improvement of a stormwater inlet and associated piping and infrastructure. If Grantee damages any surface improvements in its use of this easement, it shall repair any such damage at its expense, and restore the improvements to substantially the same condition they were in prior to the damage. Grantee is also given an irrevocable license, for so long as this Easement remains in effect, to cross the adjoining real property owned by Grantor, for the purpose of conducting any activities permitted by this Easement provided that such right of passage shall not interfere substantially with Grantor's use of its adjoining property. This is a temporary easement which will terminate eighteen (18) months after the date it is recorded in the Public Records of Lake County, Florida.

TO HAVE AND TO HOLD unto Grantee, its successors and assigns. Grantor does hereby warrant the title to the interests conveyed to Grantee hereunder and will defend the same against the lawful claims of all persons whomsoever. Grantee will not own or maintain the stormwater inlet after this easement terminates.

IN WITNESS WHEREOF, Grantor has set his or her hand and seal the day and year first above written. As used herein, the term "Grantor" shall refer to that person, or those persons, so named above, and shall be interpreted as being singular or plural, and shall be considered to have the person, number and gender appropriate to the context of the named individuals or entities.

WITNESSES (two required)

GRANTOR: BHAKHIYA, INC.

Shilpa R. Patel
SHILPA R. PATEL
(Type or print name of Witness)

BY: Ramesh Patel
RAMESH PATEL, President

[Signature]
Lorin Neil Gaines
(Type or print name of witness)

STATE OF FLORIDA
COUNTY OF FLORIDA

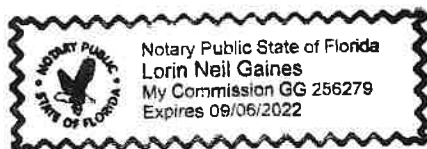
BEFORE ME, the undersigned Notary Public, personally appeared either by means of ☒ physical presence, or ☐ online notarization, Ramesh Patel, as President of Bhakhiya, Inc., who acknowledged before me that they executed this instrument on the 19th day of November, 2021, and who were either ☐ personally known to me, or who ☒ produced Government Issued Identification as identification.

[Signature]
NOTARY PUBLIC

Lorin Neil Gaines
Type or print name of Notary

GG 256279
Commission Number

09/26/2022
Commission expiration date



JOINDER & CONSENT OF MORTGAGEE

The undersigned, as holder of a mortgage or other lien on the above described property, as recorded in Official Records Book 5729, Page 1211, Public Records of Lake County, Florida, does hereby join in and consent to the granting of the easement to the City of Leesburg, Florida, and agrees that its interest in the property shall henceforth be inferior and subordinate to the easement rights herein created.

UNITED SOUTHERN BANK

BY: [Signature]
William S. Wanus, SVP
Type or print name and position or title

STATE OF FLORIDA
COUNTY OF Lake

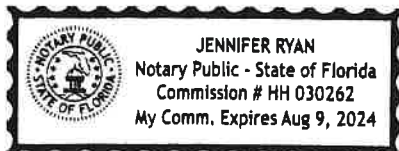
BEFORE ME, the undersigned Notary Public, personally appeared either by means of ☒ physical presence, or ☐ online notarization, William S. Wanus, who is the SVP of United Southern Bank, who acknowledged before me that (s)he executed this instrument on the 23rd day of November, 2021, and who was either ☒ personally known to me, or who ☐ produced _____ as identification.

[Signature]
NOTARY PUBLIC

Jennifer Ryan
Type or print name of Notary

HH 030262
Commission Number

8/9/24
Commission expiration date



SCHEDULE "A"

DESCRIPTION:

A portion of lands described in Official Records Book 5729, Page 1208, Public Records of Lake County, Florida, being more particularly described as follows:

Begin at the Southeast corner of lands described in Official Records Book 5729, Page 1208, Public Records of Lake County, Florida; thence North 89°33'47" West, a distance of 15.00 feet along the South line of said lands to a point on a line that is 15.00 feet West of and parallel with the West right of way line of Fleming Drive as shown on the plat of Oakhill Park according to the plat thereof recorded in Plat Book 14, Page 26, Public Records of Lake County, Florida; thence North 00°53'21" East, a distance of 15.00 feet along said parallel line to a point on a line that is 15.00 feet North of and parallel with said South line; thence South 89°33'47" East, a distance of 15.00 feet along said parallel line to a point on said West right of way line; thence South 00°53'21" West, a distance of 15.00 feet along said right of way line to the POINT OF BEGINNING.

Containing 225 square feet, more or less.

SURVEYOR'S REPORT:

1. Bearings shown hereon are based on the South line of lands described in Official Records, Book 5729, Page 1208, Public Records of Lake County, Florida being North 89°33'47" West, assumed.
2. I hereby certify that the "Sketch of Description" of the above described property is true and correct to the best of my knowledge and belief as recently drawn under my direction and that it meets the Standards of Practice for Land Surveying Chapter 50-17 requirements of Florida Administration Code.

NOT VALID WITHOUT SHEETS 1-2

DESCRIPTION FOR RIDDLE NEWMAN ENGINEERING, INC. & THE CITY OF LEESBURG	Date: 09/22/2021 Job Number: R4365 Scale: 1" = 30' Chapter 50-17, Florida Administrative Code requires that a legal description drawing bear the notation that THIS IS NOT A SURVEY. SHEET 1 OF 10 SEE SHEET 2 FOR SKETCH	Surveyor Number: 032108  SOUTHEASTERN SURVEYING AND MAPPING CORPORATION 6600 All American Boulevard Orlando, Florida 32810-4350 (407) 293-8580 Email: info@southeasternsurveying.com  JAMES M. DUNN II, PSM Registered Land Surveyor Number 4235
---	--	--

SKETCH OF DESCRIPTION

STATE ROAD NO. 468 (SOUTH STREET)

80.00' RIGHT OF WAY PER FLORIDA DEPARTMENT OF
TRANSPORTATION RIGHT OF WAY MAP SECTION 11650-2602



PARCEL IDENTIFICATION NUMBER
27-19-24-0004-000-09901
OFFICIAL RECORDS BOOK 5729, PAGE 1208

LINE 15.00' NORTH OF AND PARALLEL WITH
THE SOUTH LINE OF LANDS DESCRIBED IN
OFFICIAL RECORDS BOOK 5729, PAGE 1208

LINE 15.00' WEST OF AND PARALLEL WITH
THE WEST RIGHT OF WAY LINE OF FLAMINGO
DRIVE PER PLAT BOOK 14, PAGE 26

SOUTH LINE OF LANDS DESCRIBED IN
OFFICIAL RECORDS BOOK 5729, PAGE 1208

NORTH LINE OF LOT 10
SOUTH STREET COMMERCE PARK, PHASE 2
PLAT BOOK 39, PAGES 77-78

LOT 10
SOUTH STREET COMMERCE PARK, PHASE 2
PLAT BOOK 39, PAGES 77-78

POINT OF BEGINNING
SOUTHEAST CORNER OF LANDS
DESCRIBED IN OFFICIAL RECORDS
BOOK 5729, PAGE 1208, PUBLIC
RECORDS OF LAKE COUNTY, FLORIDA

LINE TABLE		
LINE #	BEARING	LENGTH
L1	N89°33'47"W	15.00'
L2	N00°53'21"E	15.00'
L3	S89°33'47"E	15.00'
L4	S00°53'21"W	15.00'

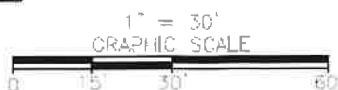
WEST RIGHT OF WAY LINE
FLAMINGO DRIVE
50.00' RIGHT OF WAY PER PLAT BOOK 14, PAGE 26



SOUTHEASTERN SURVEYING
AND MAPPING CORPORATION
6500 All American Boulevard
Orlando, Florida 32810-4360
(407) 292-8580
Certification Number LB2108

e-mail: info@southeasternsurveying.com

Drawing No. 64355003
Job No. 64355
Date 09/20/2021
SHEET 2 OF 2
See Sheet 1 for Description



THIS IS NOT A SURVEY.
NOT VALID WITHOUT SHEETS 1 THROUGH 2

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.3.

Meeting Date: February 28, 2022

From: Cliff Kelsey, (Public Works Director)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, accepting a Utility Easement from Martin Boyd and Dianne W. Boyd, husband and wife, as grantor, to the City of Leesburg, as grantee, pertaining to land located in Stock Subdivision, a subdivision in Lake County, Florida; and providing an effective date.

Staff Recommendation:

Staff recommends approval of the resolution accepting a Utility Easement from Martin Boyd and Dianne W. Boyd, husband and wife, to the City of Leesburg.

Analysis:

Martin Boyd and Dianne W. Boyd, husband and wife, are granting a Utility Easement to the City of Leesburg for the purpose of construction, installation, repair, maintenance, replacement and improvement of underground or above ground utilities, including but not limited to water, sewer, reuse water, stormwater drainage, natural gas, and electricity.

Procurement Analysis:

N/A

Options:

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

Fiscal Impact:

None

Submission Date and Time: 2/23/2022 2:20:46 PM

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, ACCEPTING A UTILITY EASEMENT FROM MARTIN BOYD AND DIANNE W. BOYD, HUSBAND AND WIFE, AS GRANTOR, TO THE CITY OF LEESBURG, AS GRANTEE, PERTAINING TO LAND LOCATED IN STOCK SUBDIVISION, A SUBDIVISION IN LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE.

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

THAT the City of Leesburg, Florida, does hereby accept from Martin Boyd and Dianne W. Boyd, husband and wife, a Utility Easement dated November 30, 2021, and recorded December 13, 2021, in Official Records Book 5855, Pages 2248-2251, Public Records of Lake County, Florida, conveying certain real property located in Stock Subdivision, a subdivision in Lake County, Florida, and more particularly described in said Utility Easement, to the City of Leesburg.

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 28th day of February 2022.

THE CITY OF LEESBURG, FLORIDA

Mayor

ATTEST:

City Clerk

INSTRUMENT #2021171834
OR BK 5855 PG 2248 - 2251 (4 PGS)
DATE: 12/13/2021 3:43:16 PM
GARY J. COONEY, CLERK OF THE CIRCUIT COURT
AND COMPTROLLER, LAKE COUNTY, FLORIDA
RECORDING FEES \$35.50 DEED DOC \$0.70

THIS INSTRUMENT PREPARED BY & RETURN TO:
Fred A. Morrison
McLin Burnsed P.A.
Post Office Box 491357
Leesburg, Florida 34749-1357

Utility Easement

RESERVED FOR RECORDING

THIS EASEMENT given the 30th day of November, 2021, by **MARTIN BOYD AND DIANNE W. BOYD, HUSBAND AND WIFE**, whose address is Post Office Box 490821, Leesburg, Florida 34749, hereafter referred to as Grantor, to **THE CITY OF LEESBURG, FLORIDA**, whose address is P.O. Box 490630, Leesburg, FL 34749-0630, hereafter referred to as Grantee,

WITNESSETH:

That for and in consideration of the sum of \$1.00 and other good and valuable considerations, in hand paid and tendered unto Grantor, receipt whereof is hereby acknowledged, Grantor does hereby grant, bargain, sell, convey and confirm unto Grantee, its successors and assigns forever, a perpetual easement over and across the following described real property:

AS DESCRIBED ON EXHIBIT "A" ATTACHED

for the purpose of construction, installation, repair, maintenance, replacement and improvement of underground or above ground utilities, including but not limited to water, sewer, reuse water, stormwater drainage, natural gas, and electricity. If Grantee damages any surface improvements in its use of this easement, it shall repair any such damage at its expense, and restore the improvements to substantially the same condition they were in prior to the damage. Grantee is also given an irrevocable license, for so long as this Easement remains in effect, to cross the adjoining real property owned by Grantor, for the purpose of conducting any activities permitted by this Easement provided that such right of passage shall not interfere substantially with Grantor's use of its adjoining property.

TO HAVE AND TO HOLD unto Grantee, its successors and assigns forever. Grantor does hereby warrant the title to the interests conveyed to Grantee hereunder and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantor has set his or her hand and seal the day and year first above written. As used herein, the term "Grantor" shall refer to that person, or those persons, so named above, and shall be interpreted as being singular or plural, and shall be considered to have the person, number and gender appropriate to the context of the named individuals or entities.

WITNESSES (two required)



Ryan Gerdon
(Type or print name of Witness)



Sarah Oxendine
(Type or print name of witness)

GRANTOR:



MARTIN BOYD



DIANNE W. BOYD

STATE OF FLORIDA
COUNTY OF Lake

BEFORE ME, the undersigned Notary Public, personally appeared either by means of ☒ physical presence, or ☐ online notarization, Martin Boyd and Dianne W. Boyd, who acknowledged before me that they executed this instrument on the 30TH day of November, 2021, and who were either ☒ personally known to me, or who ☐ produced _____ as identification.

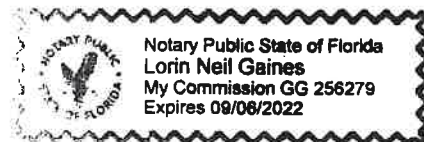


NOTARY PUBLIC

Lorin Neil Gaines
Type or print name of Notary

GG256279
Commission Number

09/06/2022
Commission expiration date



SCHEDULE "A"

DESCRIPTION:

A portion of Lot 10, South Street Commerce Park, Phase 2 according to the plat thereof recorded in Plat Book 39, Pages 77 and 78, Public Records of Lake County, Florida, being more particularly described as follows:

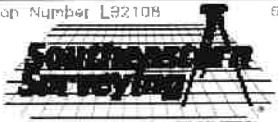
Begin at at the Southwest corner of Lot 10, South Street Commerce Park, Phase 2 according to the plat thereof recorded in Plat Book 39, Pages 77 and 78, Public Records of Lake County, Florida; thence North 01°14'03" East, a distance of 5.02 feet along the West line of said Lot 10 to a point on a line that is 5.00 feet North of and parallel with the South line of said Lot 10; thence along said parallel line the following three (3) courses and distances : North 86°29'01" East, a distance of 80.10 feet; thence North 84°59'33" East, a distance of 66.49 feet; thence North 53°47'39" East, a distance of 5.15 feet to a point on the West right of way line of Flamingo Drive as shown on the plat of Oakhill Park according to the plat thereof recorded in Plat Book 14, Page 26, Public Records of Lake County, Florida; thence South 01°11'32" West, a distance of 6.29 feet along said West right of way line to a point on the South line of said Lot 10, thence along said South line the following three (3) courses and distances : South 53°47'39" West, a distance of 2.72 feet; thence South 84°59'33" West, a distance of 67.95 feet; thence South 86°29'01" West, a distance of 80.58 feet to the POINT OF BEGINNING.

Containing 757 square feet, more or less

SURVEYOR'S REPORT:

1. Bearings shown hereon are based on the West line of Lot 10, South Street Commerce Park, Phase 2 according to the plat thereof recorded in Plat Book 39, Pages 77 and 78, Public Records of Lake County, Florida being North 01°14'03" East, assumed.
2. I hereby certify that the "Sketch of Description" of the above described property is true and correct to the best of my knowledge and belief as recently drawn under my direction and that it meets the Standards of Practice for Land Surveying Chapter 5J-17 requirements of Florida Administration Code

NOT VALID WITHOUT SHEETS 1-2

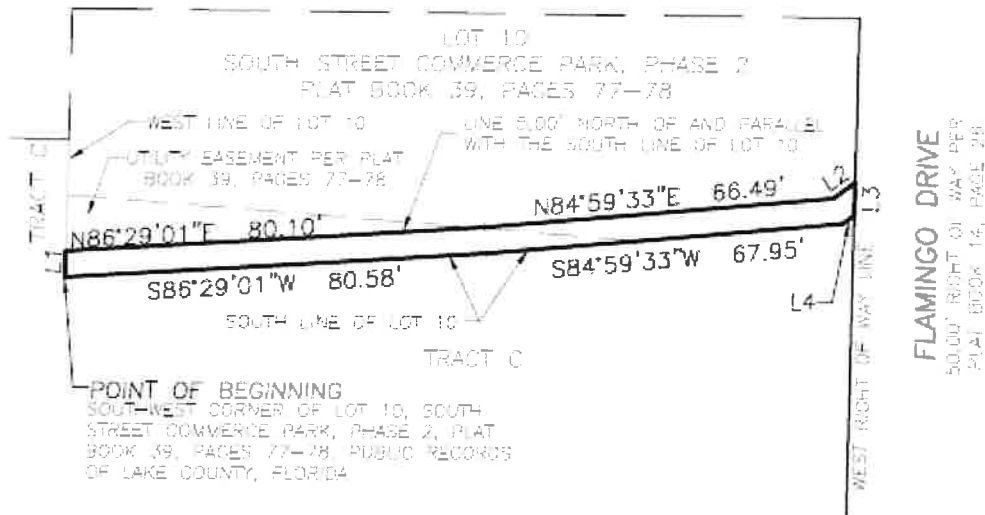
DESCRIPTION	Date: 09/20/2021 KR	Certification Number LB2108 64355002
FOR RIDDLE NEWMAN ENGINEERING, INC. & THE CITY OF LEESBURG	Job Number: 64355 Scale 1" = 30'	 SOUTHEASTERN SURVEYING AND MAPPING CORPORATION 6500 All American Boulevard Orlando, Florida 32810-4350 (407) 292-8580 e-mail info@southeasternsurveying.com <i>James M. Dunn II</i> JAMES M. DUNN II, P.S.M. Registered Land Surveyor Number 4235
	Chapter 5J-17, Florida Administrative Code requires that a legal description drawing bear the notation that THIS IS NOT A SURVEY.	
	SHEET 1 OF 2 SEE SHEET 2 FOR SKETCH	

SKETCH OF DESCRIPTION

LINE TABLE

LINE #	BEARING	LENGTH
L1	N01°14'03"E	5.02'
L2	N53°47'39"E	5.15'
L3	S01°11'32"W	6.29'
L4	S53°47'39"W	2.72'

PARCEL IDENTIFICATION NUMBER
27-19-24-0004-000-09901
NOT PLATED



LEGEND :

L1 = LINE NUMBER



SOUTHEASTERN SURVEYING
AND MAPPING CORPORATION
6500 All American Boulevard
Orlando, Florida 32810-4350
(407) 292-9580
Certification Number LB2108

e-mail info@southeasternsurveying.com

Drawing No. 64355002
Job No. 64355
Date: 09/20/2021
SHEET 2 OF 2
See Sheet 1 for Description

1" = 30'
GRAPHIC SCALE
0 15' 30' 60'
THIS IS NOT A SURVEY.
NOT VALID WITHOUT SHEETS 1 THROUGH 2

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.4.

Meeting Date: February 28, 2022

From: Travis Rima, (Recreation Director)

Subject: Resolution of the City Commission of the City of Leesburg, Florida adopting the suggested rental facility policy changes to the City of Leesburg Facility Reservation Handbook; and providing an effective date.

Staff Recommendation:

Staff recommends approval of the updated policies and procedures for the rental of City facilities.

Analysis:

The Venetian Center opened in 2019 and is a premiere venue for meetings and events. Recently, City staff has encountered activities in the facility that are not conducive to public facilities. These activities include, but are not limited to, drug use, excessive noise, unlicensed use of alcohol, not abiding by facility handbook standards, and not abiding by beginning and ending rental times, among others.

The following suggestions have been developed through discussions with the City Manager, City Commissioners, Leesburg Police Chief, and Leesburg residents.

1. Change facility hours from 7am-12am to 7am-10pm.
2. Reservations requesting to stay past 10pm must receive a special exemption from the City Manager.
3. Any events that serve or sell alcohol must have police presence, at the expense of the event organizer.

The suggested items are highlighted in the attached Facility Handbook document. This document is signed by each facility renter prior to booking the facility.

Procurement Analysis:

N/A

Options:

1. Approve the Resolution as is; 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 THE SUGGESTED RENTAL FACILITY POLICY
CHANGES TO THE CITY OF LEESBURG FACILITY RESERVATION
HANDBOOK; AND PROVIDING AN EFFECTIVE DATE.**

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

THAT the City Commission does hereby authorize the execution of this policy change for City of Leesburg rental facilities.

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 28th day of February 2022.

Mayor

ATTEST:

City Clerk

City of Leesburg

Facility Reservation Handbook

Effective October 1, 2019



Parks & Recreation

City of Leesburg Recreation & Parks Department

1851 Griffin Road, Leesburg, FL 34748

Phone: (352) 728-9885

Fax: (352) 326-6625

Website: www.leesburgflorida.gov

Email: Recreation.Dept@leesburgflorida.gov

Table of Contents

Introduction	Page 3
General Facility Reservation Procedures	Page 4
Facility Usage Fees & Fee Policies	Page 5
Facility Booking Policies	Pages 6 & 7
General Rules & Regulations	Pages 7 & 8
Set Up & Decorations	Page 8
Catering	Page 9
Pre & Post Walk Through Reports	Page 10
Mote Morris House	Page 11
Facility Reservation Handbook Acknowledgement Form	Page 12
Attachment 1: Approved Caterer List	Page 13

Introduction

Thank you for considering City of Leesburg facilities for your next business, organization, or personal function. The City's Parks & Recreation Department administers the allocation and reservation of City-owned and operated indoor facilities, athletic fields, and park pavilions.

The City of Leesburg recognizes the importance of providing safe, well-maintained and aesthetically appealing facilities to all users. The policy provided herein reflects this philosophy, as well as the City's desire to provide an outstanding quality of life through park amenities and facilities.

Please carefully review this handbook prior to submitting your request for facility usage, and sign the Acknowledgement Form on the last page of the Handbook to signify that you (and/or the representing organization) have read and understood the information and policy herein.

Contact information for facility registration is as follows:

Leesburg Recreation Complex
1851 Griffin Road
Leesburg, FL 34748

Business Hours: Monday – Friday 8:30 am – 5:00 pm

Phone: (352) 728-9885

Fax: (352) 326-6625

Email: Recreation.Dept@leesburgflorida.gov

City website: www.leesburgflorida.gov

General Facility Reservation Procedures

Reservation Requests

- Reservation requests must be submitted to the Recreation and Parks Department no more than 15 months in advance (See Facility Booking Policies Page 6) and no later than 48 hours prior to the requested reservation date.
- All facility bookings are on a first come first served basis
 - The City of Leesburg reserves the right to cancel any rental for the following:
 - An emergency situation
 - Conflict with City of Leesburg sponsored programs, activities, meetings, or events
 - Other conflicting gatherings or events as deemed necessary by the Director of Recreation
 - The renter of the facility will receive a full refund in the event the City of Leesburg cancels their reservations for those reasons
- An **Approved** Facility Use Permit is required for all indoor facility reservations, or for exclusive use of a reservable outdoor facility.
- All facility reservations having alcohol must have police presence throughout the event. Additional fees for police apply.
- The City of Leesburg reserves the right to terminate this Permit at any time that the activities of the user endanger the health, welfare, and/or safety of the people participating in said activity or an activity is detrimental to the facility. In such case, no refund of fees will be made.

Requirements due at the time of reservation

- Completed Facility Use Application
 - Application must be submitted by a person twenty-one (21) years of age or older
- Deposit
 - Deposit amounts depend on the requested facility (See Page 5). Rooms are not saved for applicants until a deposit is processed and a temporary permit is provided. The Parks and Recreation Department cannot “hold” a facility without a deposit.
- Completed Non-Profit Verification form (if applicable)
- Signed Facility Reservation Handbook Acknowledgment Form

When all reservation requirements have been met, the City will issue a temporary approval that indicates that the requested facility is reserved for the applicant. Exception: If the applicant pays the reservation in full they will receive an official Approved Facility Use Permit.

Requirements due to obtain Approved Facility Use Permit

- All reservation requirements
- Full payment
- Any other items requested by the Recreation & Parks Department

An Approved Facility Use Permit status indicates that all reservation requirements and full payment have been submitted and approved. If the above obligations are not met, the City reserves the right to consider the event cancelled and the applicant forfeits their deposit to the City. The City also reserves the right to open the facility for other applicants.

Submittal of an application does not guarantee that the reservation request is authorized.

City of Leesburg Parks & Recreation Department

www.leesburgflorida.gov (352) 728-9885 Recreation.Dept@leesburgflorida.gov

Facility Usage Fees & Fee Policies

Facilities									
Facility/Room	Sq. Ft.	Auditorium	Banquet	Resident/Utility Customer Non-Profit		Resident/Utility Customer Rate		Non-Resident Rate	
				Rate (M-1pm Fr)	Rate (M-1pm Fr)	Rate (M-Th)	Rate (M-Th)	Rate (M-Th)	Rate (F-Su)
				(per hour)	(per hour)	(per hour)	(per hour)	(per hour)	(per hour)
Venetian Center - Full Building (Hourly)	9215	1300	580	\$	50.00	\$	285.00	\$	385.00
Venetian Center - Harris Room	7155	1000	450	\$	40.00	\$	125.00	\$	150.00
Venetian Center - Chain of Lakes Room	1938	250	130	\$	35.00	\$	85.00	\$	100.00
Venetian Center - Griffin Room	1000	140	70	\$	30.00	\$	45.00	\$	60.00
Venetian Center - Canal Room	938	120	60	\$	30.00	\$	40.00	\$	50.00
Rogers Park Pavilion	1200	135	80	\$	25.00	\$	40.00	\$	50.00
Mote Morris House		N/A	30	\$	25.00	\$	40.00	\$	50.00
Cultural Arts Building	1080	150	60	\$	25.00	\$	35.00	\$	45.00
									Harris Room Deposit*: \$300
									Chain of Lakes, Griffin, Canal, CAB, Rogers Park, Mote Morris House Deposit*: \$150
									*See City of Leesburg Facility Reservation Handbook for full deposit information
									**2 hour minimum rental for all facilities
									Additional Fees - Portable Stage: \$200

	Resident/Utility Customer Rate	Non-Profit Rate	Non-Resident Rate
MLK Island, Mote Morris Grounds Gazebo (all day)	\$ 100.00	\$ 35.00	\$ 125.00
Park Pavilions (all day)*	\$ 45.00	\$ 25.00	\$ 60.00
*Park/Pavilion rentals include: Berry Park, Venetian Gardens		Refundable Deposit Gazebos: \$45	
Ski Beach Pavilion, etc.		Refundable Deposit Pavilions: \$30	

Fee Timetable

- Deposit: Due at time of application
- 30 Days prior to reservation date: Full payment due. If payment has not been received 30 days in advance the applicant will be notified by the Parks and Recreation Department that their payment is due. If payment is not completed at the time of notification the reservation is cancelled and the full deposit is forfeited to the City of Leesburg
- **Police Fee: To be paid at conclusion of event**

Cancellation Policy

Cancellation fees are determined by the date the City receives written notification by the responsible party listed on the Facility Rental Permit of their intent to cancel the event. Upon receipt of the written cancellation request, the refund, if applicable, will be processed as follows:

	Number of Days Prior to Event			
	30 Days or More	15-29 Days	7-14 Days	0-6 Days
Venetian Center (All Rooms)	No Penalty	50% Deposit	75% Deposit	100% Deposit
Cultural Arts/Rogers Park Pavilion	No Penalty	50% Deposit	75% Deposit	100% Deposit
Pavilion/Gazebos	No Penalty	No Penalty	50% Deposit	75% Deposit

Exception: If the permit holder, or the City, due to inclement or extreme weather conditions cancels the event, a full credit will be issued to the permit holder's account to apply to another reservation within 12 months of the permitted date. The Director of Recreation has final determination on inclement or extreme weather.

City of Leesburg Parks & Recreation Department

www.leesburgflorida.gov (352) 728-9885 Recreation.Dept@leesburgflorida.gov

Facility Booking Policies

Rental Classifications:

The City of Leesburg has established the following rental classifications:

- **City of Leesburg Sponsored Events and Programs:** Activities organized or sponsored by the City of Leesburg
- **Non-Profit:** Groups that have obtained 501(c)3 status as a charitable organization, or a religious organization that has been granted a Religious Tax Exemption.
- **Government-Sponsored Events:** A governmental function which benefits the city of Leesburg residents
- **Private - Residents:** Individuals or groups that reside in the City of Leesburg holding private events not open to the public.
- **Private – Non-Residents:** Individuals or groups that reside outside of the City of Leesburg holding private events not open to the public.
- **Continuous Use Groups:** These groups are organizations or independent parties that use the same Recreation facility (Venetian Center or Cultural Arts Building) on a re-occurring basis. All approved continuous use groups must abide by all rules and regulations provided in the City of Leesburg Facility Reservation Handbook along with the Continuous Established Facility Rental Application. Please note: The Rogers Park Pavilion is not available to continuous use groups
- **Commercial:** Companies, business, or groups holding events (social, business, or educational) for their own private use

Non-Profit Status

- An organization's non-profit status must be on file and current in order to qualify for a non-profit priority classification and rental rate. Non-Profits must be local organizations that operate within the Leesburg city limits, or are City of Leesburg utility customers. A Non-Profit verification form must be submitted at the time of reservation. An organization must demonstrate its non-profit status by:
 - Being registered as a non-profit business or corporation with the State of Florida or an acknowledged IRS 501(c)3 organization
 - Providing the Parks and Recreation Department with official IRS 501(c)3 paperwork
 - Qualify for the Religious exemption
 - Providing the Parks and Recreation Department with official sales tax exemption letter

Allocations & Scheduling

- Requests for use of facilities are addressed on a first-come, first-served and as-available basis according to the following, maximum booking windows:
 - **City-Sponsored Events and Programs:** 15 months prior to event
 - **Continuous Use Groups, Non-Profit Organizations & Government Agencies, Private Groups, Individuals, & Commercial Uses:** 12 months prior to event
- Only designated organization representative(s) listed on the City reservation account are permitted to book facilities for their affiliated organization. Organization representatives are designated on reservation application, or with the Non-Profit Verification Form.
- Any organization utilizing the facility at the non-profit rate must use the facility for an official organization function (i.e. fundraiser, official meeting, training, etc.). Any organization found to be utilizing the non-profit rate for functions that are not direct functions of the non-profit organization they represent will lose the ability to reserve the facility at the non-profit discounted rate (i.e. weddings, baby/wedding showers, family reunions, etc.).
- The City reserves the right to cancel any event as deemed necessary for the safety of all participants and in the best interest of the facility.

City of Leesburg Parks & Recreation Department

www.leesburgflorida.gov (352) 728-9885 Recreation.Dept@leesburgflorida.gov

- The City of Leesburg will not grant use of its facilities to any individual or group, political or otherwise, that advocates the overthrow of the government of the United States of America or the State of Florida by force, violence or any other unlawful means; or to any individual or group, political or otherwise, that discriminates because of race, religious creed, color, national origin, ancestry, sex, or sexual orientation.

General Rules and Regulations

These guidelines establish the rules and regulations to provide safe use and enjoyment of events and activities, and defines what activities are permitted in City of Leesburg facilities.

- Operation days and hours
 - 7:00am – 10:00pm 7 days per week; Any exceptions to these hours must receive prior approval from the Leesburg City Manager
 - Facility is closed for designated City holidays
- Set up/cleanup time is included in the reservation timeframe. Additional charges apply to users that utilize the facility outside of their allotted reservation time. Arrival and departure times are noted on the pre/post facility walk through forms.
- Persons under 18 years of age must be accompanied by an adult 18 years of age or older to have use of the facilities
- Tobacco use is prohibited in all facilities including smokeless tobacco and e-cigarettes
- Illegal drugs, firearms, or weapons of any sort, are not permitted on the premises
- Loitering and alcohol are prohibited in the parking lot and surrounding property.
- Facility renter is responsible for surveillance of the parking lot before, during, and after their event.
- In accordance with Florida State Law, gambling, except as authorized by Florida State Law, is strictly prohibited
- Air conditioning and heating shall be controlled and monitored by City staff. City staff will make all adjustments to the HVAC system
- The sound system is pre-set, City staff shall control and make all adjustments to the sound system
- Animals are prohibited without prior approval, unless they are certified service animals assisting individuals with disabilities
- Birdseed, rice, and rose petals are prohibited on facility grounds
- Candles are permitted only if enclosed in non-flammable containers. Open flames, sparklers, and oil lamps are prohibited
- Security
 - The City of Leesburg does not automatically provide security for your event. If you feel that security is necessary, the City staff can provide contact information for the Leesburg Police Department. The City of Leesburg reserves the right to require police presence, at an additional cost, for any event that is determined to need additional security, crowd control, etc. All facility reservations serving alcohol must have police presence throughout the event. Additional fees for police apply
 - Overcrowding and admittance of persons beyond the posted occupant capacity of the facility is prohibited. The Fire Chief, or his/her designee, upon finding overcrowding conditions or obstruction in aisles, passageways or other means of egress, or upon finding a condition which constitutes serious menace to life, is authorized to cause the performance, presentation, spectacle or entertainment to be stopped until such obstruction is corrected
 - City of Leesburg facilities along with all City parks and properties are under jurisdiction of the Leesburg Police Department. If a complaint about disorderly behavior, noise, or a safety concern is brought to the attention of the renter, said renter and guests shall immediately comply with any Police requests to cease such activities.

City of Leesburg Parks & Recreation Department

www.leesburgflorida.gov (352) 728-9885 Recreation.Dept@leesburgflorida.gov

- Failure to comply with Venetian Staff or LPD direction could result in, but is not limited to, the event being suspended, the inability to rent the facility for future events, forfeiture of security deposit, extra charges from Recreation Staff, and charges for extra LPD services.
- The City of Leesburg Risk Manager reserves the right to require that the renter provide insurance for certain events. The City of Leesburg shall be listed as additional insured, by contract.
- Services provided by City employees will be performed in a timely and efficient manner without the need for extra incentives. Staff members cannot accept tips or other gratuities for services rendered. If clients wish to show additional appreciation, they may write a note to the City of Leesburg Recreation Department or donate to the City's Scholarship program.
- Parking: All vehicles must be parked in designated parking spaces. Parking is available on a first come first served basis; specific parking spots are not reserved in conjunction with each reservation. The renter of the facility is responsible for adherence to parking regulations along with prompt exit from the parking facilities at the conclusion of their event.

Set up, Decorations, & Cleanup

Set-up:

- A detailed set-up/floor plan is to be coordinated with City staff and the customer. The set-up/floor plan must include the equipment and supplies the City provides. Diagrams and available equipment lists are available upon request. Any special needs or requests shall be submitted 48 hours in advance by contacting Venetian Center staff. There are a limited number of tables and chairs available in each room/facility. The renting individual or organization must furnish any additional tables or chairs.
- City staff will set up tables, chairs, and audio equipment as outlined in the set-up/floor plan. All other set-up is the responsibility of the renter.
- No portion of the sidewalks, entries, passages, vestibules, halls, or ways of access to public portions of the premises shall be obstructed, or caused to be obstructed by the renter, or used for any purpose other than ingress or egress to and from the premises.

Decorations:

- Decorations are not to be fastened to any light fixtures, floors, walls, windows, curtains/drapes, chairs, tables, or ceilings
- Tape, staples, tacks, glue guns, etc. are not permitted to hang or attach decorations.
- Glitter and confetti are not permitted either inside or outside of City facilities
- Fog, rain, dry ice, bubble, or other environmental effect machines are not permitted at City facilities
- Decorations that may damage or discolor the facility or grounds are strictly prohibited
- Decorations are to be removed immediately upon completion of activity.
- The City cannot provide storage space for any decorations or supplies in advance, or after the conclusion of the event

Cleanup:

- City staff will break down tables, fold chairs and remove and store City owned equipment
- The renter is responsible for removal of all decorations and personal property by the end of the scheduled event
- The renter is responsible bagging all trash generated during their event. City staff will properly dispose of the trash at the conclusion of the event.

Catering

Venetian Center:

All catering services must be provided by one of the approved caterers listed on page 11. The select caterers have been chosen to provide a wide variety of menus and services to accommodate diverse tastes, budgets, and occasions. Please contact an approved caterer to help plan your event. Other catering services are not permitted. Kitchen facilities are available only to the select caterers.

Contact your select caterer to negotiate services to be provided (i.e. linens, table coverings, cleanup, etc.)

Allowances for approved caterers can be made to provide time for setup/decoration or cleanup. Any time used by the caterer outside of the rental period must be coordinated with Recreation Administration. This allowance must respect and not interfere with the rental periods of other guests.

Alcoholic beverages are to be served directly by the Caterer using only licensed, insured, and trained personnel. If alcohol is being provided by the event organizer, it must be delivered to the caterer prior to your event.

- Alcoholic beverages shall be procured and served in accordance with law.
- The client may provide a cash bar for alcoholic beverages in accordance with law.
- All facility reservations having alcohol must have police presence throughout the event. Additional fees for police apply.
- Kegs and personal coolers which include alcohol, are not permitted in the Venetian Center or Venetian Gardens grounds.

Non-Catered Events

The rental party may bring in and serve simple or prepared dishes in a “potluck” setting. However, if party is over 50 attendees’ potluck must be approved by Recreation Director. Client will be responsible for set-up and clean-up of all refuse. Use of the Venetian Center kitchen, and the distribution or consumption of alcohol is not permitted for any non-catered events.

All other City facilities or grounds

- Caterers and covered dish meals are permitted at all rentable facilities or grounds other than the Venetian Center
- It is the responsibility of the contact listed on the reservation permit that the caterer meets all licensing requirements for food and beverage services.
- The contact listed on the permit is responsible for any damages that occur during the activity that is created by the caterer or the group. Failure to report, repair, or pay for damages and/or other costs associated with the event will result in the loss of some or all of the security deposit and could lead to further charges billed to the contact.
- The possession or sale of alcohol is prohibited in all City facilities, except as specifically authorized by written agreement between the City and the requestor for use of City owned facilities.

Pre & Post Walk Through Reports

Pre/Post Walk Through Reports:

- All interior rooms/facilities shall have a pre and post walk through conducted by City staff. The walk-through form must be signed by both the applicant and a member of the City staff in order to be eligible to receive a security deposit refund. Failure by the applicant to sign the walk through form does not relieve responsibility of the applicant for repair of damages and/or loss of security deposit.
- All outdoor facilities are inspected by park staff on a regular basis. Park staff will alert the Recreation Department of any damages that occurred due to a rental of that facility. Damages caused by the renter or his/her guests will result in the forfeiture of the security deposit and/or renter will be invoiced for costs to repair/replace damages.
- Arrival and departure times are noted on the pre/post walkthrough forms. Additional charges apply to users that utilize the facility outside of their allotted reservation time.

Mote Morris House

All rules and regulations not specified in the following shall be left up to the discretion of the Recreation Staff. These rules and regulations are in addition to the general rules and regulations on pages 7 & 8 of this handbook. Any violation of these Rules will result in forfeiture of all or part of your deposit. Please read the Rules carefully and call (352) 728-9885 if you have any questions.

Use of Facility

- The Premises will be used only for the purpose set out in the contract and no other purpose.
- The contract may not, in whole or in part, be assigned, transferred, or sublet by the Renters.
- Any group, club, organization, or individual who contracts to use the Premises is responsible for damage to furnishings, equipment, land, landscaping and/or house incurred during its use. All damage done to the physical property of the facility shall be repaired or replaced at the expense of the Renter.
- Renter accepts the responsibility of obtaining any legal permits that may be required to carry on the intended activity at the Mote Morris House. The City of Leesburg reserves the right to impose additional regulations not herein set forth, if in its judgment, such additional regulations are deemed necessary. Renters hereby agrees to acknowledge and abide by any and all such additional regulations. If anything is to be put into the ground, such as poles for a tent or stakes for an inflatable (must obtain an application and permit for amenities use), the permittee is responsible for getting locates; to schedule a locate contact 811, locates are free.
- No person or group using the Mote-Morris House and grounds will be permitted to engage in any conduct which violates any law, or which in any manner creates or constitutes a nuisance.
- Amplified music is not permitted (stereo systems, speakers, bands, disc jockeys, electric keyboards, etc.). All electric instruments or equipment must be confined to the outside grounds or gazebo. Noise levels which disturb surrounding residences are strictly prohibited.

Mote-Morris House and Grounds

- Prohibited Items:
 - Access to the tower unless permission has been obtained prior to the event and appropriate arrangements have been made.
 - Moving or removal of furniture, equipment, or any items
 - Use of house furnishings for placement of floral arrangements
 - All flower arrangements used inside the Mote-Morris House must be in containers and must have liners.
 - Open fires, candles, or flames of any type are strictly prohibited.
 - Smoking
 - Opening of windows
 - Removing or touching of any items in display or kitchen cabinets.
 - Placement of signs on the premises
 - Billboards, posters, stickers and other advertisements
 - Use of double-sided tape, tacks (aka push pins) or pins on the walls, ceiling, or window frames
 - Animals with the exception of service animals.
- Exits from the Mote-Morris House must be kept free of obstructions at all times.
- All vehicles must park in designated areas. Vehicles will not be allowed to drive or park on the Grounds except on the west side of the driveway or the far south side of the site.

City of Leesburg Parks & Recreation Department

www.leesburgflorida.gov (352) 728-9885 Recreation.Dept@leesburgflorida.gov

Facility Reservation Handbook Acknowledgment Form

The undersigned hereby acknowledges that they have read the above foregoing rental contract, the rules and regulations and agrees to the terms thereof. I also understand that the grounds are public property and open to the public. The City of Leesburg, the facility staff, the Parks & Recreation Department staff or any appointed representative of the above mentioned will not be held liable for any damage, accidents or personal injury or death that may occur to the renter or their agents, servants, employees or property from any cause whatsoever, prior, during or subsequent to the period covered by this agreement in use of properties of the City of Leesburg, and said user hereby releases the City of Leesburg from, and agrees to indemnify it against any and all claims for such injuries. Including but not limited to any court costs, attorney fees or judgments incurred by the City do to any such claim, or injury to persons, or damage to property, any of which arise out of or are related in any way to the use, occupancy or possession of the premises by the undersigned and/or any group or entity the undersigned may represent, including any such claims which arises as the result of the negligence of the City or any of its' officials, agents, servants, or employees. Any injury shall be reported to the City of Leesburg Parks & Recreation Department in writing within twenty-four (24) hours of the incident.

Customer Signature

(Date)

Copy to:

☐ Customer

☐ Office

City of Leesburg Parks & Recreation Department

www.leesburgflorida.gov (352) 728-9885 Recreation.Dept@leesburgflorida.gov

Venetian Center

Leesburg Florida



Parks & Recreation

Catering Services for the Venetian Center

Angel's Soul Food 2516 Sanford Ave, Sanford, FL 32773 (407) 330-6590 Email: tposey66@gmail.com Email: angels.soulfood98@yahoo.com	Gourmet Today, Inc. 2022 Tally Road, Suite 2, Leesburg, FL 34748 (352) 978-1203 Email: Catering@gourmettodayinc.com Website: www.gourmettodayinc.com
Arthur's Catering, Inc. 860 Sunshine Lane, Altamonte Springs, FL 32714 (407) 331-1993 Email: info@Arthurscatering.com Website: www.arthurscatering.com	John Michael Weddings and Special Events 627 Virginia Dr., Orlando, FL 32803 (407) 894-6671 Email: charlene@johnmichaelevents.com Website: www.johnmichaelevents.com
Catering Oasis 104 w Central Avenue, Winter Haven, FL 33881 (863) 969-2423 Email: michelle@cateringoasis.com	Pisces Rising 239 W 4th Avenue, Mt. Dora, FL 32757 (352) 385-2669 Email: info@piscesrisingdining.com Website: www.piscesrisingdining.com
Cuisiniers Catered Cuisine & Events 5470 Lake Howell Rd., Winter Park, FL 32792 (407) 975-8763 Email: info@cuisinierscater.com Website: www.cuisinierscater.com	Puff 'n Stuff Catering 250 Rio Drive, Orlando, FL 32810 (407) 629-7833 Email: weddings@puffnstuff.com Email: events@puffnstuff.com Website: www.puffnstuff.com
Debra Davis Catering Leesburg, FL 34748 (352) 728-1669 Email: debradaviscatering@gmail.com	

City of Leesburg Parks & Recreation Department

www.leesburgflorida.gov (352) 728-9885 Recreation.Dept@leesburgflorida.gov



Parks & Recreation

City of Leesburg Recreation Department

1851 Griffin Road Leesburg, FL 34748

Phone: (352) 728-9885 Fax: (352) 326-6625

Email: Recreation.Dept@leesburgflorida.gov

Applicant Information

Name of Organization:	
Primary Contact Name:	Secondary Contact:
Phone:	Secondary Phone:
Email:	Secondary Email:
Mailing Address, City, St. Zip Code:	

Event Information

Event Name:	
Event Date(s):	Start Time:
Estimated Attendance:	End Time:
Event Description:	

Facility Requested

Venetian Center	Other Facilities
☐ VC - Full Building (Banq Cap 580, Total Cap 1300)	☐ Rogers Park Facility (Capacity 80)
☐ VC - Harris Room (Banq Cap 450; Total Cap 1000)	☐ Cultural Arts Room (Banq Cap 60; Total Cap 150)
☐ VC - Chain of Lakes Room (Banq Cap 130; Total Cap 250)	☐ Mote Morris House (Banq Cap 30; Total Cap 30)
☐ VC - Griffin Room (Banq Cap 70; Total Cap 140)	
☐ VC - Canal Room (Banq Cap 60; Total Cap 120)	
	Island (W/ Gazebo)
	☐ MLK Jr. Island/Gazebo ☐ Mote Morris Gazebo
Pavilions	Aquatics
☐ Berry Park (Red Pavilion) ☐ Berry Park (Wooden Pavilion)	☐ H.O Dabney Swimming Pool
☐ Venetian Gardens (Island Pavilion)	☐ Rogers Park Splash Pad
☐ Ski Beach Pavilion (#1) ☐ Ski Beach Pavilion (#2)	

Misc. Information

Check all that pertain to your event:

☐ Non-Profit Organization - If Yes, Complete Non-Profit Form	☐ Admission Charged - If Yes, How Much?
☐ Food/Beverage (If yes, choose one of the following) ☐ Caterer (If yes, check selected caterer) ☐ Potluck	☐ Extra Amenities (Only for the Harris Room) ☐ Portable Stage ☐ Dance Floor
☐ Will this event be advertised (Flyers, Social Media, etc.)? If yes, you must provide the event promotions.	☐ Alcohol (If yes, must have police presence)

Venetian Center Approved Caterers

☐ Angle's Soul Food	☐ Arthur's Catering	☐ Debra Davis Catering	☐ Gourmet Today
☐ John Michael Events	☐ Pisces Rising	☐ Puff 'n Stuff Catering	☐ Undecided

Acceptance of Conditions

In signing this Permit, I agree to indemnify and hold the City of Leesburg free and clear of all claims of damage for injury to persons or property occurring in and arising from my use of the facility or park as noted above, and to defend any action against the City of Leesburg resulting from any such claim, without cost to the City. I have read, understand, and will comply with the Facility Reservation Handbook (FRH) rules and regulations and will adhere to any additional conditions set forth. I certify that I have read the FRH thoroughly, followed any and all instructions, understand its contents, and supplied true and correct information herein to the best of my knowledge and belief.

Applicant Signature:

Date:

Payment

1. Payment in full, including damage deposit must be paid at least thirty (30) days prior to the event date.				
2. Deposit will be refunded less the cost of cleanup and/or repairs for damages to the facility or unpaid balances owed to the City.				
3. Deposit will be forfeited if the Lessee fails to notify the City of cancellation per FRH policy.				
Deposit: \$	Rental Fee: \$	Additional Fees: \$	Tax: \$	Total Due: \$

Office Use Only

☐ Approved	☐ Denied	☐ Tax Exempt	☐ Non-Profit Verified
☐ Credit Card	☐ Cash	☐ Check #	Date Paid:
Recreation Director or Designee:		Date:	Receipt #:

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.A.2.

Meeting Date: February 28, 2022

From: Ann Kinsey, (Building Official)

Subject: An Ordinance amending the City of Leesburg Code of Ordinances, Chapters 1, 7, and 10 with updates to the previously approved Ordinance No. 20-01 with the current versions of the Florida Building Codes, providing clarifications to the permitting process; and providing an effective date. (2020 Building Code Update)

Staff Recommendation:

Staff recommends approval of the update to the City of Leesburg Building Code for the existing Ordinance No. 20-01, as the existing version is a code cycle out of date (2017), and current procedures are not reflected therein.

Analysis:

Every three years, the City of Leesburg is required to update the Florida Building Code to the latest edition. Currently, the City uses the 2017 version, (6th edition). The latest Florida Building Code version was adopted by the State of Florida as the 2020 (7th edition). Updating this code will make the city compliant with current state statute requirements, and avoid having the “Reserved” sections of Chapter 1 in the Florida Building Code being outdated, or having gaps in the code which are required to be filled by the local jurisdictions. These sections have been copied largely from the Building Officials Association of Florida recommendations for code compliance and in coordination with other local city jurisdictions and Lake County, to ensure better consistency with similar local agencies. In addition, these changes will help reduce the number of permits required, as it exempts most residential fences, small sheds without electricity, and small commercial tents without electricity. City legal counsel has read and accepted these updates.

Procurement Analysis:

N/A

Options:

1. Approve the requested changes as provided; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

N/A

Submission Date and Time:

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CITY OF LEESBURG CODE OF ORDINANCES, CHAPTERS 1, 7, AND 10 WITH UPDATES TO THE PREVIOUSLY APPROVED ORDINANCE NO. 20-01 WITH THE CURRENT VERSIONS OF THE FLORIDA BUILDING CODES, PROVIDING CLARIFICATIONS TO THE PERMITTING PROCESS; AND PROVIDING AN EFFECTIVE DATE. (2020 BUILDING CODE UPDATE)

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

Section 1.

Building Code, City of Leesburg Chapters 1, 7, and 10

The Code of Ordinances of the City of Leesburg, Florida, Chapters 1, 7, and 10, are hereby amended as follows:

(see attached exhibit)

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 28th day of February 2022.

THE CITY OF LEESBURG, FLORIDA

Mayor

ATTEST:

City Clerk

Exhibit “A”

Article II, Chapter 7 – Buildings and Building Regulation

Sec. 7-16. – Building code adopted

The 2020 Seventh Edition of the Florida Building Code, effective as of December 31, 2020, is adopted as the Building Code for the City of Leesburg, Florida. It is comprised of the following elements, including all annexes and references stated therein:

- Florida Building Code. (1)
- Florida Building Code—Residential. (2)
- Florida Building Code—Accessibility. (3)
- Florida Building Code—Energy Conservation. (4)
- Florida Building Code—Existing Buildings. (5)
- Florida Building Code—Mechanical. (6)
- Florida Building Code—Plumbing. (7)
- Florida Building Code—Fuel Gas. (8)
- 2017 National Electric Code. (9)
- Florida Fire Prevention Code (10)
- 2018 International Property Maintenance Code. (11)

Modifications:

This code cycle has multiple areas listed as “Reserved”, which means the local Building Official can set the code requirements for these sections. Some of the more static code issues are listed below. For any not stated here, the Design Professional of the project should consult the 2018 version of the International Code Council Building Codes and the 2017 version of the Florida Building Codes for design guidance on the intent of the code.

Legend:

Plain Text is from the FBC 7th Edition (2020)

Red Text is modifications per this ordinance.

1. **[A] 101.2.1 Appendices.** Provisions in the appendices shall not apply unless specifically adopted. All appendices A-M are adopted, with the following modification: H111.2 (where wall signs attached to masonry and similar type walls, fasteners) ...shall be engineered per the Design Professional.
2. **101.2.2 Florida Building Code, Residential Construction standards or practices** which are not covered by Florida Building Code, Residential volume shall be in accordance with the provisions of Florida Building Code, Building.
3. **101.3.1 Quality control.** Quality control of materials and workmanship is not within the purview of this code except as it relates to the purposes stated herein.
4. **101.3.2 Warranty and Liability.** The permitting, plan review or inspection of any building, system or plan by this jurisdiction, under the requirements of this code, shall not be construed in any court as a warranty of the physical condition of such building, system or plan or their adequacy. This jurisdiction shall not be liable in tort for damages or hazardous or illegal condition or inadequacy in such building, system or plan, nor for any failure of any component of such, which may occur subsequent to such inspection or permitting.
5. **[A] 101.4.4 Property maintenance.** *(2018 International Property Maintenance Code)* The provisions of the *International Property Maintenance Code* shall apply to existing structures and premises; equipment and facilities; light, ventilation, space heating, sanitation, life and fire safety hazards; responsibilities of owners, operators and occupants; and occupancy of existing premises and structures.
6. **[A] 101.4.5 Fire prevention.** For provisions related to fire prevention, refer to the *Florida Fire Prevention Code*. The *Florida Fire Prevention Code* shall apply to matters affecting or relating to structures, processes and premises from the hazard of fire and explosion arising from the storage, handling or use of structures, materials or devices; from conditions hazardous to life, property or public welfare in the occupancy of structures or premises; and from the construction, extension, *repair, alteration* or removal of fire suppression, *automatic sprinkler systems* and alarm systems or fire hazards in the structure or on the premises from occupancy or operation.
7. **102.2 Building.** The provisions of the *Florida Building Code* shall apply to the construction, erection, alteration, modification, repair, equipment, use and occupancy, location, maintenance, removal and demolition of every public and private building, structure or

facility or floating residential structure, or any appurtenances connected or attached to such buildings, structures or facilities. Additions, alterations, repairs and changes of use or occupancy group in all buildings and structures shall comply with the provisions provided in the *Florida Building Code, Existing Building*. The following buildings, structures and facilities are exempt from the *Florida Building Code* as provided by law, and any further exemptions shall be as determined by the legislature and provided by law:

- (a) Building and structures specifically regulated and preempted by the federal government.
 - (b) Railroads and ancillary facilities associated with the railroad.
 - (c) Nonresidential farm buildings on farms.
 - (d) Temporary buildings or sheds used exclusively for construction purposes.
 - (e) Mobile or modular structures used as temporary offices, except that the provisions of Part II (Sections 553.501-553.513, *Florida Statutes*) relating to accessibility by persons with disabilities shall apply to such mobile or modular structures. **Permits shall be required for structural support and tie-down, electric supply and all other such utility connections to such mobile or modular structures as required by this jurisdiction.**
8. **[A] 102.5 Partial invalidity.** In the event that any part or provision of this code is held to be illegal or void, this shall not have the effect of making void or illegal any of the other parts or provisions.
9. **[A] 102.6 Existing structures.** The legal occupancy of any structure existing on the date of adoption of this code shall be permitted to continue without change, except as otherwise specifically provided in this code, the *Florida Building Code, Existing Building, 2018 International Property Maintenance* or the *Florida Fire Prevention Code*.
10. **[A] 102.6.2 Buildings previously occupied.** The legal occupancy of any building existing on the date of adoption of this code shall be permitted to continue without change, except as otherwise specifically provided in this code, the *Florida Fire Prevention Code, 2018 International Property Maintenance Code* or as is deemed necessary by the *building official* for the general safety and welfare of the occupants and the public.
11. **103.1 Creation of enforcement agency.** The Department of Building Safety is hereby created and the official in charge thereof shall be known as the *building official*.
12. **103.2 Appointment.** The *building official* shall be appointed by the chief appointing authority of the jurisdiction.
13. **103.3 Deputies.** In accordance with the prescribed procedures of this jurisdiction and with the concurrence of the appointing authority, the *building official* shall have the authority to appoint a deputy *building official*, the related technical officers, inspectors, plan examiners and other employees. Such employees shall have powers as delegated by the *building official*. For the maintenance of existing properties, see the *2018 International Property Maintenance Code*.
14. **[A] 104.1 General.** The *building official* is hereby authorized and directed to enforce the provisions of this code. The *building official* shall have the authority to render interpretations of this code and to adopt policies and procedures in order to clarify the application of its provisions. Such interpretations, policies and procedures shall be in compliance with the intent and purpose of this code. Such policies and procedures shall not have the effect of waiving requirements specifically provided for in this code.
15. **[A] 104.2 Applications and permits.** The *building official* shall receive applications, review *construction documents* and issue *permits* for the erection, and *alteration*, demolition and moving of buildings and structures, inspect the premises for which such *permits* have been

issued and enforce compliance with the provisions of this code.

16. **104.2.1 Determination of substantially improved or substantially damaged existing buildings and structures in flood hazard areas.** For applications for reconstruction, rehabilitation, *repair*, *alteration*, *addition* or other improvement of existing buildings or structures located in *flood hazard areas*, the *building official* shall determine if the proposed work constitutes substantial improvement or *repair of substantial damage*. Where the *building official* determines that the proposed work constitutes *substantial improvement* or *repair of substantial damage*, and where required by this code, the *building official* shall require the building to meet the requirements of Section 1612 or R322 of the Florida Building Code, Residential, as applicable.
17. **[A] 104.3 Notices and orders.** The *building official* shall issue all necessary notices or orders to ensure compliance with this code.
18. **[A] 104.4 Inspections.** The *building official* shall make all of the required inspections, or the *building official* shall have the authority to accept reports of inspection by *approved agencies* or individuals. Reports of such inspections shall be in writing and be certified by a responsible officer of such *approved agency* or by the responsible individual. The *building official* is authorized to engage such expert opinion as deemed necessary to report upon unusual technical issues that arise, subject to the approval of the appointing authority.
19. **[A] 104.5 Identification.** The *building official* shall carry proper identification when inspecting structures or premises in the performance of duties under this code.
20. **[A] 104.6 Right of entry.** Where it is necessary to make an inspection to enforce the provisions of this code, or
where the *building official* has reasonable cause to believe that there exists in a structure or upon a premises a condition which is contrary to or in violation of this code which makes the structure or premises unsafe, dangerous or hazardous, the *building official* is authorized to enter the structure or premises at reasonable times to inspect or to perform the duties imposed by this code, provided that if such structure or premises be occupied that credentials be presented to the occupant and entry requested. If such structure or premises is unoccupied, the *building official* shall first make a reasonable effort to locate the owner or other person having charge or control of the structure or premises and request entry. If entry is refused, the *building official* shall have recourse to the remedies provided by law to secure entry.
21. **[A] 104.7 Department records.** The *building official* shall keep official records of applications received, *permits* and certificates issued, fees collected, reports of inspections, and notices and orders issued. Such records shall be retained in the official records for the period required for retention of public records per FS 119.
22. **104.8 Liability.** The *building official*, member of the board of appeals or employee charged with the enforcement of this code, while acting for the jurisdiction in good faith and without malice in the discharge of the duties required by this code or other pertinent law or ordinance, shall not thereby be civilly or criminally rendered liable personally and is hereby relieved from personal liability for any damage accruing to persons or property as a result of any act or by reason of an act or omission in the discharge of official duties. Any suit instituted against an officer or employee because of an act performed by that officer or employee in the lawful discharge of duties and under the provisions of this code shall be defended by legal representative of the jurisdiction until the final termination of the proceedings. The *building*

official or any subordinate shall not be liable for cost in any action, suit or proceeding that is instituted in pursuance of the provisions of this code.

23. [A] **104.8.1 Legal defense.** Any suit or criminal complaint instituted against an officer or employee because of an act performed by that officer or employee in the lawful discharge of duties and under the provisions of this code shall be defended by legal representatives of the jurisdiction until the final termination of the proceedings. The *building official* or any subordinate shall not be liable for cost in any action, suit or proceeding that is instituted in pursuance of the provisions of this code.
24. [A] **104.10 Modifications.** Wherever there are practical difficulties involved in carrying out the provisions of this code, the *building official* shall have the authority to grant modifications for individual cases, upon application of the owner or owner's representative, provided the *building official* shall first find that special individual reason makes the strict letter of this code impractical and the modification is in compliance with the intent and purpose of this code and that such modification does not lessen health, accessibility, life and fire safety, or structural requirements. The details of action granting modifications shall be recorded and entered in the files of the department of building safety.
25. **104.10.1 Flood hazard areas.** The *building official* shall coordinate with the floodplain administrator to review requests submitted to the *building official* that seek approval to modify the strict application of the flood resistant construction requirements of the *Florida Building Code* to determine whether such requests require the granting of a variance pursuant to Section 117.
26. **104.12 Requirements not covered by code.** Any requirements necessary for strength, stability or proper operation of an existing or proposed building, structure, electrical, gas, mechanical or plumbing system, or for the public safety, health and general welfare, not specifically covered by this or other technical codes, shall be determined by the *building official*.
27. [A] **105.1.2 Annual Facility permit records.** The person to whom an annual *permit* is issued shall keep a detailed record of *alterations* made under such annual *permit*. The *building official* shall have access to such records at all times or such records shall be filed with the *building official* as designated.
28. [A] **105.2 Work exempt from permit.** Exemptions from *permit* requirements of this code shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this code or any other laws or ordinances of this jurisdiction, to include work in any special flood hazard area. Exemptions granted under this section do not relieve the owner or contractor from their duty to comply with applicable provisions of the Florida Building Code, and requirements of the *local floodplain management ordinance*. *Permits* shall not be required for the following:

Building:

- One-story detached accessory structures used as tool and storage sheds, playhouses and similar uses, provided the floor area does not exceed 120 square feet (11 m²).
- Oil derricks.
- Water tanks supported directly on grade if the capacity does not exceed 5,000 gallons (18 925 L) and the ratio of height to diameter or width does not exceed 2:1.
- Sidewalks and driveways not more than 4 inches (102 mm) above adjacent grade, and

- not over any basement or *story* below and are not part of an *accessible route*.
- Painting, papering, tiling, carpeting, cabinets, counter tops and similar finish work.
- Temporary motion picture, television and theater stage sets and scenery.
- Prefabricated swimming pools accessory to a Group R-3 occupancy that are less than 24 inches (610 mm) deep, do not exceed 5,000 gallons (18 925 L) and are installed entirely above ground with plug-in filter and no hard piping to house.
- Shade cloth structures constructed for nursery or agricultural purposes, not including service systems.
- Swings and other playground equipment accessory to detached one- and two-family *dwellings*.
- Window *awnings* supported by an *exterior wall* that do not project more than 54 inches (1372 mm) from the *exterior wall* and do not require additional support, of Groups R-3 and U occupancies.
- Non fixed and movable fixtures, cases, racks, counters and partitions not over 5 feet 9 inches (1753 mm) in height.
- Construction listed on current City of Leesburg brochure for items not needing permits.

Electrical:

Repairs and maintenance: Minor repair work, including the replacement of lamps or the connection of *approved* portable electrical equipment to *approved* permanently installed receptacles.

Radio and television transmitting stations: The provisions of this code shall not apply to electrical equipment used for radio and television transmissions, but do apply to equipment and wiring for a power supply and the installations of towers and antennas.

- **Temporary testing systems:** A *permit* shall not be required for the installation of any temporary system required for the testing or servicing of electrical equipment or apparatus.

29. [A] 105.2.3 Public service agencies. A *permit* shall not be required for the installation, *alteration* or repair of generation, transmission, distribution or metering or other related equipment that is under the ownership and control of public service agencies by established right.

30. 105.3.1.2 No *permit* may be issued for any building construction, erection, alteration, modification, repair, or addition unless the applicant for such *permit* provides to the enforcing agency which issues the *permit* any of the following documents which apply to the construction for which the *permit* is to be issued and which shall be prepared by or under the direction of an engineer registered under Chapter 471, *Florida Statutes*:

1. Plumbing documents for any new building or addition which requires a plumbing system with more than 250 fixture units or which costs more than \$125,000.
2. Fire sprinkler documents for any new building or addition which includes a fire

sprinkler system which contains 50 or more sprinkler heads. Personnel as authorized by chapter 633 *Florida Statutes*, may design a fire sprinkler system of 49 or fewer heads and may design the alteration of an existing fire sprinkler system if the alteration consists of the relocation, addition or deletion of not more than 49 heads, notwithstanding the size of the existing fire sprinkler system.

3. Heating, ventilation, and air-conditioning documents for any new building or addition which requires more than a 15-ton-per-system capacity which is designed to accommodate 100 or more persons or for which the system costs more than \$125,000. This paragraph does not include any document for the replacement or repair of an existing system in which the work does not require altering a structural part of the building or for work on a residential one-, two-, three-, or four-family structure.

An air-conditioning system may be designed by an installing air-conditioning contractor certified under Chapter 489, *Florida Statutes*, to serve any building or addition which is designed to accommodate fewer than 100 persons and requires an air-conditioning system with a value of \$125,000 or less; and when a 15-ton-per system or less is designed for a singular space of a building and each 15-ton system or less has an independent duct system. Systems not complying with the above require design documents that are to be sealed by a professional engineer.

Example 1: When a space has two 10-ton systems with each having an independent duct system, the contractor may design these two systems since each unit (system) is less than 15 tons.

Example 2: Consider a small single-story office building which consists of six individual offices where each office has a single three-ton package air conditioning heat pump. The six heat pumps are connected to a single water cooling tower. The cost of the entire heating, ventilation and air-conditioning work is \$47,000 and the office building accommodates fewer than 100 persons. Because the six mechanical units are connected to a common water tower, this is considered to be an 18-ton system.

Note: It was further clarified by the Commission that the limiting criteria of 100 persons and \$125,000 apply to the building occupancy load and the cost for the total air-conditioning system of the building.

4. Any specialized mechanical, electrical, or plumbing document for any new building or addition which includes a medical gas, oxygen, steam, vacuum, toxic air filtration, halon, or fire detection and alarm system which costs more than \$5,000.
5. Electrical documents. See *Florida Statutes* 471.003(2)(h). Any electrical or plumbing or air-conditioning and refrigeration system meeting the following thresholds are required to be designed by a Florida Registered Engineer. The system, requires an electrical system with a value of over \$125,000; and Requires an aggregate service capacity of over 600 amperes (240 volts) on a residential electrical system or over 800 amperes (240 volts) on a commercial or industrial electrical system;

NOTE: It was further clarified by the Commission that the limiting factor of 240 volt or over is required to be designed by an Engineer. Documents requiring an engineer seal by this part shall not be valid unless a professional engineer who possesses a valid certificate of registration has signed, dated, and stamped such document as provided in

6. All public swimming pools and public bathing places defined by and regulated under Chapter 514, *Florida Statutes*.
31. **[A] 105.3.2 Time limitation of application.** An application for a *permit* for any proposed work shall be deemed to have been abandoned **becoming null and void** 180 days after the date of filing, unless such application has been pursued in good faith or a *permit* has been issued; except that the *building official* is authorized to grant one or more extensions of time for additional periods not exceeding 90 days each. The extension shall be requested in writing and justifiable cause demonstrated.
32. **105.3.8 Public right of way.** A *permit* shall not be given by the *building official* for the construction of any building, or for the alteration of any building where said building is to be changed and such change will affect the exterior walls, bays, balconies, or other appendages or projections fronting on any street, alley or public lane, or for the placing on any lot or premises of any building or structure removed from another lot or premises unless the applicant has received a right of way *permit* from the authority having jurisdiction over the street, alley or public lane.
33. **105.4 Conditions of the permit.** The issuance or granting of a *permit* shall not be construed to be a *permit* for, or an approval of, any violation of any of the provisions of this code or of any other ordinance of the jurisdiction. *Permits* presuming to give authority to violate or cancel the provisions of this code or other ordinances of the jurisdiction shall not be valid. The issuance of a *permit* based on *construction documents* and other data shall not prevent the *building official* from requiring the correction of errors in the *construction documents* and other data. The *building official* is also authorized to prevent occupancy or use of a structure where in violation of this code or of any other ordinance of this jurisdiction.
34. **105.5 Expiration.** Every *permit* issued shall become invalid unless the work on the site authorized by such *permit* is commenced within 180 days after its issuance, or if the work authorized on the site by such *permit* holder and property owner shall be responsible to either complete all work in accordance with the permitted plans and inspection or remove any partially completed work in a safe and code compliant manner. The *building official* is authorized to grant, in writing, one or more extensions of time, for periods not more than 180 days each. The extension shall be requested in writing and justifiable cause demonstrated as determined by the *building official*.
35. **105.5.1 Additional options for closing a permit.** Pursuant to Section 553.79(15), Florida Statutes, a property owner, regardless of whether the property owner is the one listed on the application for the building *permit*, may close a building *permit* by complying with the following requirements:
 1. The property owner may retain the original contractor listed on the permit or hire a different contractor appropriately licensed in this state to perform the work necessary to satisfy the conditions of the permit and to obtain any necessary inspection in order to close the *permit*. If a contractor other than the original contractor listed on the *permit* is hired by the property owner to close the permit, such contractor is not liable for any defects in the work performed by the original contractor and is only liable for the work that he or she performs.
 2. The property owner may assume the role of an owner- builder, in accordance with Sections 489.103(7) and 489.503(6), *Florida Statutes*.
 3. If a building *permit* is expired and its requirements have been substantially completed, as determined by the local enforcement agency, the *permit* may be closed without

having to obtain a new building *permit*, and the work required to close the *permit* may be done pursuant to the building code in effect at the time the local enforcement agency received the application for the *permit*, unless the contractor has sought and received approval from the local enforcement agency for an alternative material, design or method of construction.

4. A local enforcement agency may close a building *permit* 6 years after the issuance of the *permit*, even in the absence of a final inspection, if the local enforcement agency determines that no apparent safety hazard exists.

For purposes of this section, the term “close” means that the requirements of the *permit* have been satisfied.

36. 105.5.2 For the purposes of this subsection, a *closed permit* shall mean a *permit* for which all requirements for completion have been satisfied or a *permit* that has been administratively closed by the *building official*.

37. 105.5.3 For the purposes of this subsection, an *open permit* shall mean a *permit* that has not satisfied all requirements for completion as defined in 105.5.1.1.

38. 105.6.1 Pursuant to Section 553.79(16), Florida Statutes, a local enforcement agency may not deny issuance of a building *permit* to; issue a notice of violation to; or fine, penalize, sanction or assess fees against an arm’s-length purchaser of a property for value solely because a building *permit* applied for by a previous owner of the property was not closed. The local enforcement agency shall maintain all rights and remedies against the property owner and contractor listed on the *permit*.

39. 105.6.2 Pursuant to Section 553.79(16), Florida Statutes, a local enforcement agency may not deny issuance of a building *permit* to a contractor solely because the contractor is listed on other building *permits* that were not closed. **A local enforcement agency has the authority to deny a new *permit* application from an applicant for other reasons.**

40. 105.15 Opening protection. When any activity requiring a building *permit*, not including roof covering replacement or repair work associated with the prevention of degradation of the residence, that is applied for on or after July 1, 2008, and for which the estimated cost is \$50,000 or more for a site built single-family detached residential structure that is located in the wind-borne debris region as defined in this code and that has an insured value of \$750,000 or more, or, if the site built single-family detached residential structure is uninsured or for which documentation of insured value is not presented, has a just valuation for the structure for purposes of ad valorem taxation of \$750,000 or more; opening protections as required within this code or *Florida Building Code, Residential* for new construction shall be provided. **Exception:** **Where defined wind-borne debris regions have not changed,** single family residential structures permitted subject to the *Florida Building Code* are not required to comply with this section.

41. [A] 107.1 General. Submittal documents consisting of *construction documents*, statement of *special inspections*, geotechnical report and other data shall be submitted in two or more sets with each *permit* application. The *construction documents* shall be prepared by a *registered design professional* where required by Chapter 471, *Florida Statutes* & **61G15 Florida Administrative Code** or Chapter 481, *Florida Statutes* & **61G1 Florida Administrative Code**. Where special conditions exist, the *building official* is authorized to require additional *construction documents* to be prepared by a *registered design*

professional.

Exception: The *building official* is authorized to waive the submission of *construction documents* and other data not required to be prepared by a *registered design professional* if it is found that the nature of the work applied for is such that review of *construction documents* is not necessary to obtain compliance with this code.

42. **107.2.1 Information on construction documents.** *Construction documents* shall be dimensioned and drawn upon suitable material. Electronic media documents are permitted to be submitted where *approved* by the *building official*. *Construction documents* shall be of sufficient clarity to indicate the location, nature and extent of the work proposed and show in detail that it will conform to the provisions of this code and relevant laws, ordinances, rules and regulations, as determined by the *building official*. **Such drawings and specifications shall contain information, in the form of notes or otherwise, as to the quality of materials, where quality is essential to conformity with the technical codes. Such information shall be specific, and the technical codes shall not be cited as a whole or in part, nor shall the term "legal" or its equivalent be used as a substitute for specific information. All information, drawings, specifications and accompanying data shall bear the name and signature of the person responsible for the design.**

43. **[A] 107.3 Examination of documents.** The *building official* shall examine or cause to be examined the accompanying submittal documents and shall ascertain by such examinations whether the construction indicated and described is in accordance with the requirements of this code and other pertinent laws or ordinances.

Exceptions:

1. Building plans approved pursuant to Section 553.77(5), *Florida Statutes*, and state-approved manufactured buildings are exempt from local codes enforcing agency plan reviews except for provisions of the code relating to erection, assembly or construction at the site. Erection, assembly and construction at the site are subject to local permitting and inspections. Photocopies of plans approved according to Rule 61-41.009, *Florida Administrative Code*, shall be sufficient for local *permit* application documents of record for the modular building portion of the permitted project.
 2. Industrial construction on sites where design, construction and fire safety are supervised by appropriately **licensed** design and inspection professionals and which contain adequate in-house fire departments and rescue squads is exempt, subject to **approval by the building official**, from review of plans and inspections, providing **the appropriate licensed design and inspection professionals** certify that applicable codes and standards have been met and supply appropriate approved drawings to local building and fire-safety inspectors.
44. **[A] 107.3.4 Design professional in responsible charge.** **Where it is required that documents be prepared by a registered design professional, the building official shall be authorized to require the owner or the owner's authorized agent to engage and designate on the building permit application a registered design professional who shall act as the registered design professional in responsible charge. If the circumstances require, the owner or the owner's authorized agent shall designate a substitute registered design professional in responsible charge who shall perform the duties required of the original registered design professional in responsible charge. The building official shall be notified in writing by the owner or owner's authorized agent if the registered design professional in responsible charge is changed or is unable to continue to perform the duties.**

The registered design professional in responsible charge shall be responsible for reviewing

and coordinating submittal documents prepared by others, including phased and deferred submittal items, for compatibility with the design of the building.

- 45. 107.3.4.1 Deferred submittals.** For the purposes of this section, deferred submittals are defined as those portions of the design that are not submitted at the time of the application and that are to be submitted to the *building official*.

Deferral of any submittal items shall have the prior approval of the *building official*. The *registered design professional in responsible charge* shall list the deferred submittals on **the cover sheet or first page of** the *construction documents* for review by the *building official*.

Documents for deferred submittal items shall be submitted to the *registered design professional in responsible charge* who shall review them and forward them to the *building official* with a notation indicating that the deferred submittal documents have been reviewed and found to be in general conformance to the design of the building. The deferred submittal items shall not be installed until the deferred submittal documents have been *approved* by the *building official*.

- 46. 107.3.5 Minimum plan review criteria for buildings.** The examination of the documents by the *building official* shall include the following minimum criteria and documents: a floor plan; site plan; foundation plan; floor/roof framing plan or truss layout; all fenestration **and building envelope penetrations**; flashing; and rough opening dimensions; and all exterior elevations:

Commercial Buildings:

Building:

1. Site requirements:
 - Parking Fire access
 - Vehicle loading
 - Driving/turning radius
 - Fire hydrant/water supply/post indicator valve (PIV)
 - Set back/separation (assumed property lines)
 - Location of specific tanks, water lines and sewer lines
 - Flood hazard areas, flood zones, and design flood elevations
2. Occupancy group and special occupancy requirements shall be determined **(with cross check with the energy code submittal)**.
3. Minimum type of construction shall be determined (see Table 503).
4. Fire-resistant construction requirements shall include the following components:
 - Fire-resistant separations
 - Fire-resistant protection for type of construction
 - Protection of openings and penetrations of rated walls
 - Fireblocking* and *draftstopping* and calculated fire resistance
5. Fire suppression systems shall include:
 - Early warning smoke evacuation systems
 - Schematic fire sprinklers
 - Standpipes
 - Pre-engineered systems
 - Riser diagram.
6. Life safety systems shall be determined and shall include the following requirements:
 - Occupant load and egress capacities
 - Early warning

- Smoke control
- Stair pressurization
- Systems schematic
- 7. Occupancy load/egress requirements shall include:
 - Occupancy load
 - Gross
 - Net
 - Means of egress
 - Exit access
 - Exit
 - Exit discharge
 - Stairs construction/geometry and protection
 - Doors
 - Emergency lighting and exit signs
 - Specific occupancy requirements
 - Construction requirements
 - Horizontal exits/exit passageways
- 8. Structural requirements shall include:
 - Soil conditions/analysis
 - Termite protection
 - Design loads
 - Wind requirements
 - Building envelope
 - Impact resistant coverings or systems
 - Structural calculations (if required)
 - Foundation
 - Flood requirements in accordance with Section 1612, including lowest floor elevations, enclosures, flood damage- resistant materials
 - Wall systems
 - Floor systems
 - Roof systems
 - Threshold inspection plan
 - Stair systems
- 9. Materials shall be reviewed and shall at a minimum include the following:
 - Wood
 - Steel
 - Aluminum
 - Concrete
 - Plastic
 - Glass
 - Masonry
 - Gypsum board and plaster
 - Insulating (mechanical)
 - Roofing
 - Insulation
 - Building envelope portions of the Energy Code (including calculation and mandatory requirements)
- 10. Accessibility requirements shall include the following:
 - Site requirements
 - Accessible route
 - Vertical accessibility
 - Toilet and bathing facilities

- Drinking fountains
- Equipment
- Special occupancy requirements
- Fair housing requirements
- 11. Interior requirements shall include the following:
 - Interior finishes (flame spread/smoke development)
 - Light and ventilation (including corresponding portion of the energy code)
 - Sanitation
- 12. Special systems:
 - Elevators
 - Escalators
 - Lifts
- 13. Swimming pools:
 - Barrier requirements
 - Spas
 - Wading pools
- 14. Location and installation details. The specific location and installation details of each fire door, fire damper, ceiling damper and smoke damper shall be shown and properly identified on the building plans by the designer.

Electrical:

- 1. Electrical:
 - Wiring
 - Services
 - Feeders and branch circuits
 - Overcurrent protection
 - Grounding
 - Wiring methods and materials
 - GFCIs
- Electrical portions of the Energy Code (including calculation and mandatory requirements)
- 2. Equipment
- 3. Special occupancies
- 4. Emergency systems
- 5. Communication systems
- 6. Low voltage
- 7. Load calculations
- 8. Design flood elevation

Plumbing:

- 1. Minimum plumbing facilities
- 2. Fixture requirements
- 3. Water supply piping
- 4. Sanitary drainage
- 5. Water heaters
- 6. Vents
- 7. Roof drainage
- 8. Back flow prevention
- 9. Irrigation
- 10. Location of water supply line

11. Grease traps
12. Environmental requirements
13. Plumbing riser
14. Design flood elevation
15. **Water/plumbing portions of the Energy Code (including calculation and mandatory requirements)**

Mechanical:

1. **Mechanical portions of the** Energy calculations
2. Exhaust systems: Clothes dryer exhaust
Kitchen equipment exhaust
Specialty exhaust systems
3. Equipment
4. Equipment location
5. Make-up air
6. Roof-mounted equipment
7. Duct systems
8. Ventilation
9. Combustion air
10. Chimneys, fireplaces and vents
11. Appliances
12. Boilers
13. Refrigeration
14. Bathroom ventilation
15. Laboratory
16. Design flood elevation

Gas:

1. Gas piping
2. Venting
3. Combustion air
4. Chimneys and vents
5. Appliances
6. Type of gas
7. Fireplaces
8. LP tank location
9. Riser diagram/shutoffs
10. Design flood elevation

11. **Gas portions of the Energy Code (including calculation and mandatory requirements)**

Demolition:

1. Asbestos removal

Residential (one- and two-family):

1. Site requirements:
Set back/separation (assumed property lines) Location of septic tanks
2. Fire-resistant construction (if required)
3. Fire
4. Smoke detector locations
5. Egress:
Egress window size and location stairs construction requirements

6. Structural requirements shall include:
 - Wall section from foundation through roof, including assembly and materials connector tables wind requirements structural calculations (if required)
 - Termite protection
 - Design loads
 - Wind requirements
 - Building envelope
 - Foundation
 - Wall systems
 - Floor systems
 - Roof systems
 - Flood hazard areas, flood zones, design flood elevations, lowest floor elevations, enclosures, equipment, and flood damage- resistant materials
7. Accessibility requirements:
 - Show/identify
 - Accessible bath
8. Impact resistant coverings or systems
9. Residential Energy Code submittal (including calculation and mandatory requirements)
 - Manufactured buildings/housing:**
 1. Site requirements
 - Setback/separation (assumed property lines)
 - Location of septic tanks (if applicable)
 2. Structural
 - Wind zone
 - Anchoring
 - Blocking
 3. Plumbing
 - List of potable water source and meter size (if applicable)
 4. Mechanical
 - Exhaust systems
 - Clothes dryer exhaust
 - Kitchen equipment exhaust
 5. Electrical exterior disconnect location
 - Exemptions: Plans examination by the *building official* shall not be required for the following work:**
 1. Replacing existing equipment such as mechanical units, water heaters, etc.
 2. Reroofs
 3. Minor electrical, plumbing and mechanical repairs
 4. Annual maintenance *permits*
 5. Prototype plans:
 - Except for local site adaptations, siding, foundations and/or modifications.
 - Except for structures that require waiver.
 6. Manufactured buildings plan except for foundations and modifications of buildings on site **and as listed above in manufactured buildings/housing.**

47. 109.2.1 Types of Fees Enumerated. Fees may be charged for but not limited to the following:

- *Permits;*
- Plans examination;
- Certificates of competency (including fees for applications, examinations, renewal, late renewal, and reciprocity);
- Re-inspections;
- Administrative fees (including fees for investigative and legal costs incurred in the context of certain disciplinary cases heard by the board);
- Variance requests;
- Administrative appeals;
- Violations; and
- Other fees as established by local resolution or ordinance

48. [A] **109.4 Work commencing before *permit* issuance.** Any person who commences any work on a building, structure, electrical, gas, mechanical or plumbing system before obtaining the necessary *permits* or without prior approval from the *building official* as permitted in Section 105.2.2 or 105.12 shall be subject to a fee established by the *building official* that shall be in addition to the required *permit* fees or as provided by local ordinance. This provision shall not apply to emergency work when delay would clearly have placed life or property in imminent danger. But in all such cases the required *permit(s)* must be applied for within three (3) business days and any unreasonable delay in obtaining those *permit(s)* shall result in the charge of a double fee. The payment of a double fee shall not preclude or be deemed a substitute for prosecution for commencing work without first obtaining a *permit*. The *building official* may grant extensions of time or waive fees when justifiable cause has been demonstrated in writing.
49. [A] **109.5 Related fees.** The payment of the fee for the construction, *alteration*, removal or demolition for work done in connection to or concurrently with the work authorized by a building *permit* shall not relieve the applicant or holder of the *permit* from the payment of other fees that are prescribed by law.
50. [A] **109.6 Refunds.** The *building official* is authorized to establish a refund policy.
51. [A] **110.1 General.** Construction or work for which a *permit* is required shall be subject to inspection by the *building official* and such construction or work shall remain exposed and provided with access for inspection purposes until *approved*. Approval as a result of an inspection shall not be construed to be an approval of a violation of the provisions of this code or of other ordinances of the jurisdiction. Inspections presuming to give authority to violate or cancel the provisions of this code or of other ordinances of the jurisdiction shall not be valid. It shall be the duty of the *owner* or the owner's authorized agent to cause the work to remain exposed and provided with access for inspection purposes. The *building official* shall be permitted to require a boundary line survey prepared by a Florida licensed professional surveyor and mapper whenever the boundary lines cannot be readily determined in the field. Neither the *building official* nor the jurisdiction shall be liable for expense entailed in the removal or replacement of any material required to allow inspection.
52. **110.1.1 Manufacturers and fabricators.** When deemed necessary by the *building official*, he/she shall make, or cause to be made, an inspection of materials or assemblies at the point of manufacture or fabrication. A record shall be made of every such examination and inspection and of all violations of the technical codes.

53. 110.1.2 Inspection service. The *building official* may make, or cause to be made, the inspections required by Section 110. He or she may accept reports of department inspectors, independent inspectors or of recognized inspection services, provided that after investigation he/she is satisfied as to their licensure, qualifications and reliability. A certificate required by any provision of this code shall not be based on such reports unless the same are recorded by the building code inspector or the architect or engineer performing building code inspections in a manner specified by the *building official*. The *building official* shall ensure that all persons making such inspections shall be certified in accordance to Chapter 468 Florida Statutes.

54. [A] 110.3 Required inspections. The *building official* upon notification from the *permit* holder or his or her agent shall make the following inspections, **or any other such inspection as deemed necessary**, and shall either release that portion of the construction or shall notify the *permit* holder or his or her agent of any violations which must be corrected in order to comply with the technical codes. The *building official* shall determine the timing and sequencing of when inspections occur and what elements are inspected at each inspection.

Building

1. Foundation inspection. To be made after trenches are excavated, **any required reinforcing steel is in place**, forms erected and shall at a minimum include the following building components:
 - Stem-wall
 - Monolithic slab-on-grade
 - Piling/pile caps
 - Footers/grade beams
- 1.1. Slab Inspection: Concrete slab and under-floor inspections shall be made after in-slab or under-floor reinforcing steel and building service equipment, conduit, piping accessories and other ancillary equipment items are in place, but before any concrete is placed or floor sheathing installed, including the subfloor.
- 1.2. A foundation/form board survey prepared and certified by a Florida licensed professional surveyor and mapper may be required, prior to approval of the slab inspection. The survey shall certify placement of the building on the site, illustrate all surrounding setback dimensions and shall be available at the job site for review by the building inspector. In lieu of providing a survey, the contractor may elect to uncover all property line markers and string-up all property lines in preparation for inspection.
- 1.3. In flood hazard areas, upon placement of the lowest floor, including basement, and prior to further vertical construction, the elevation certification shall be submitted to the authority having jurisdiction.
2. Framing inspection. To be made after the roof, all framing, fireblocking and bracing is in place, all concealing wiring, all pipes, chimneys, ducts and vents are complete **and the rough electrical, plumbing, heating wires, pipes and ducts are approved** and shall at a minimum include the following building components:
 - Window/door framing
 - **Window U-factor/SHGC (as indicated on approved energy calculations)**
 - Vertical cells/columns
 - Lintel/tie beams
 - Framing/trusses/bracing/connectors **(including truss layout and engineered drawings)**
 - *Draftstopping/fireblocking*
 - Curtain wall framing

- Energy insulation (Insulation R-factor as indicated on approved energy calculations)
 - Accessibility
 - Verify rough opening dimensions are within tolerances.
 - Window/door buck attachment
- 2.1 Insulation Inspection: To be made after the framing inspection is approved and the insulation is in place, according to approved energy calculation submittal. Includes wall and ceiling insulation.
 - 2.2 Lath and gypsum board inspection for fire-resistance rated or shear assemblies. Lath and gypsum board inspections shall be made after lathing and gypsum board, interior and exterior, is in place, but before any plastering is applied or gypsum board joints and fasteners are taped and finished.
3. Sheathing inspection. To be made either as part of a dry-in inspection or done separately at the request of the contractor after all roof and wall sheathing and fasteners are complete and shall at a minimum include the following building components:
 - Roof sheathing
 - Wall sheathing
 - Continuous air barrier
 - Exterior siding/cladding
 - Sheathing fasteners
 - Roof/wall dry-in

NOTE: Sheathing fasteners installed and found to be missing the structural member (shiners) shall be removed and properly reinstalled prior to installation of the dry-in material.
 4. Exterior wall coverings. Shall at a minimum include the following building components in progress inspections:
 - Exterior wall coverings and veneers
 - Soffit coverings
 5. Roofing inspection. Shall at a minimum be made in at least two inspections and include the following building components:
 - Dry-in
 - Insulation
 - Roof coverings (including In Progress as necessary)
 - Insulation on roof deck (according to submitted energy calculation)
 - Flashing
 - 5.1 Re-roof sheathing inspection. An affidavit with a notarized signature of a state or locally licensed roofing contractor for the installation of additional sheathing fasteners as required by the Existing Building Code may be accepted at the discretion of the building official.
 6. Final inspection. To be made after the building is completed and ready for occupancy.
 - 6.1. In flood hazard areas, as part of the final inspection, a final certification of the lowest floor elevation shall be submitted to the authority having jurisdiction.
 7. Swimming pool inspection. First inspection to be made after excavation and installation of reinforcing steel, bonding and main drain and prior to placing of concrete.
 - a. Steel reinforcement inspection
 - b. Underground electric inspection
 - c. Underground piping inspection including a pressure test.

- d. Underground electric inspection under deck area (including the equipotential bonding)
- e. Underground piping inspection under deck area
- f. Deck inspection: to be made prior to installation of the deck material (with forms, deck drains, and any reinforcement in place.
- g. Safety Inspection; Made prior to filling the pool with the bonding connections made, the proper drain covers installed and the final barriers installed.
- h. Final pool piping.
- i. Final Electrical inspection
- j. Final inspection to be made when the swimming pool is complete and all required enclosure requirements are in place.

In order to pass final inspection and receive a certificate of completion, a residential swimming pool must meet the requirements relating to pool safety features as described in Section 454.2.17 of this code.

- 8. Demolition inspections. First inspection to be made after all utility connections have been dis- connected and secured in such manner that no unsafe or unsanitary conditions shall exist during or after demolition operations.

Final inspection to be made after all demolition work is completed.

- 9. Manufactured building inspections. The building department shall inspect construction of foundations; connecting buildings to foundations; installation of parts identified on plans as site installed items, joining the modules, including utility cross- overs; utility connections from the building to utility lines on site; and any other work done on site which requires compliance with the *Florida Building Code*. Additional inspections may be required for public educational facilities (see Section 453.27.20 of this code).
- 10. Where impact-resistant coverings or impact-resistant systems are installed, the *building official* shall schedule adequate inspections of impact- resistant coverings or impact-resistant systems to determine the following:

The system indicated on the plans was installed.

The system is installed in accordance with the manufacturer's installation instructions and the product approval.

Electrical

- 1. Underground inspection. To be made after trenches or ditches are excavated, conduit or cable installed, and before any backfill is put in place.
- 2. Rough-in inspection. To be made after the roof, framing, *fireblocking* and bracing is in place and prior to the installation of wall or ceiling membranes.
- 3. Final inspection. To be made after the building is complete, all required electrical fixtures are in place and properly connected or protected, and the structure is ready for occupancy.
- 4. Existing Swimming Pools. To be made after all repairs or alterations are complete, all required electrical equipment, GFCI protection, and equipotential bonding are in place on said alterations or repairs.

Plumbing

- 1. Underground inspection. To be made after trenches or ditches are excavated, piping installed, and before any backfill is put in place.
- 2. Rough-in inspection. To be made after the roof, framing, *fireblocking* and bracing is in

place and all soil, waste and vent piping is complete, and prior to this installation of wall or ceiling membranes.

Includes plumbing provisions of the energy code and approved energy calculation provisions.

3. Final inspection. To be made after the building is complete, all plumbing fixtures are in place and properly connected, and the structure is ready for occupancy.

Note: See Section 312 of the *Florida Building Code, Plumbing* for required tests.

Mechanical

1. Underground inspection. To be made after trenches or ditches are excavated, underground duct and fuel piping installed, and before any backfill is put in place.
2. Rough-in inspection. To be made after the roof, framing, *fireblocking* and bracing are in place and all ducting, and other concealed components are complete, and prior to the installation of wall or ceiling membranes.

Includes mechanical provisions of the energy code and approved energy calculation provisions.

3. Final inspection. To be made after the building is complete, the mechanical system is in place and properly connected, and the structure is ready for occupancy.

Gas

1. Rough piping inspection. To be made after all new piping authorized by the permit has been installed, and before any such piping has been covered or concealed or any fixtures or gas appliances have been connected.

Includes gas provisions of the energy code and approved energy calculation provisions.

2. Final piping inspection. To be made after all piping authorized by the *permit* has been installed and after all portions which are to be concealed by plastering or otherwise have been so concealed, and before any fixtures or gas appliances have been connected. This inspection shall include a pressure test.
3. Final inspection. To be made on all new gas work authorized by the *permit* and such portions of existing systems as may be affected by new work or any changes, to ensure compliance with all the requirements of this code and to assure that the installation and construction of the gas system is in accordance with reviewed plans.

Site Debris

1. The contractor and/or owner of any active or inactive construction project shall be responsible for the clean-up and removal of all construction debris or any other miscellaneous discarded articles during the course of the construction project and prior to receiving final inspection approval. Construction job sites must be kept clean and in a safe condition at all times.
2. All debris shall be kept in such a manner as to prevent it from being spread by any means.

55. [A] **110.3.1 Footing and foundation inspection.** Footing and foundation inspections shall be made after excavations for footings are complete and any required reinforcing steel is in place. For concrete foundations, any required forms shall be in place prior to inspection. Materials for the foundation shall be on the job, except where concrete is ready mixed in accordance with ASTM C 94, the concrete need not be on the job.
56. [A] **110.3.2 Concrete slab and under-floor inspection.** Concrete slab and under-floor inspections shall be made after in-slab or under-floor reinforcing steel and building service equipment, conduit, piping accessories and other ancillary equipment items are in place, but before any concrete is placed or floor sheathing installed, including the subfloor.
57. [A] **110.3.3 Lowest floor elevation.** In flood hazard areas, upon placement of the lowest floor, including the basement, and prior to further vertical construction, the elevation

certification required in Section 1612.4 and Section R322 of the Florida Building Code, Residential, shall be submitted to the *building official*.

58. [A] **110.3.4 Frame inspection.** Framing inspections shall be made after the roof deck or sheathing, all framing, *fireblocking* and bracing are in place and pipes, chimneys and vents to be concealed are complete and the rough electrical, plumbing, heating wires, pipes and ducts are *approved*.
59. [A] **110.3.8 Energy efficiency inspections.** Inspections shall be made to determine compliance with *FBC, Energy Conservation* and confirm with the approved energy code submittal (by appropriate trade) and corresponding mandatory requirements and shall include, but not be limited to, inspections for: *corresponding envelope insulation R- and U-values, fenestration U-value, and Solar Heat Gain Coefficient*, duct system R-value, and HVAC, *lighting, electrical* and water-heating equipment efficiency.
60. **110.3.11 Final inspection.** The final inspection shall be made after all work required by the building *permit* is completed.
61. **110.3.11.1 Flood hazard documentation.** If located in a *flood hazard area*, documentation of the elevation of the lowest floor as required in Section 1612.5 and Section R322 of the Florida Building Code, Residential, shall be submitted to the *building official* prior to the final inspection.
62. **110.3.11.2 Commercial Energy Code documentation.** If required by energy code path submittal, confirmation that commissioning result requirements have been received by building owner.
63. **110.3.11.3 Residential Energy Code documentation.** If required by energy code path submittal (R405), confirmation that the duct test requirements shall be received by building official.
64. [A] **110.4 Inspection agencies.** The *building official* is authorized to accept reports of *approved* inspection agencies, provided such agencies satisfy the requirements as to qualifications and reliability.
65. **113.1 General.** In order to hear and decide appeals of orders, decisions or determinations made by the *building official* relative to the application and interpretation of this code, the affected person or agency should consult Florida Statutes 553.775 and apply through the Building Officials Association of Florida, Inc. non-binding interpretations.
66. **113.2 Limitations on authority.** An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this code do not fully apply or an equally good or better form of construction is proposed. The BOAF board shall have no authority to waive requirements of this code.
67. **113.3 Qualifications.** The BOAF board of appeals shall consist of members who are qualified by experience and training to pass on matters pertaining to building construction and are not employees of the jurisdiction.
68. **114.1 Unlawful acts.** It shall be unlawful for any person, firm or corporation to erect, construct, alter, extend, repair, move, remove, demolish or occupy any building, structure or equipment regulated by this code, or cause same to be done, in conflict with or in violation of any of the provisions of this code.
69. **114.2 Notice of violation.** The *building official* is authorized to serve a notice of violation or order on the person responsible for the erection, construction, *alteration*, extension, repair, moving, removal, demolition or occupancy of a building or structure in violation of the provisions of this code, or in violation of a *permit* or certificate issued under the provisions of this code. Such order shall direct the discontinuance of the illegal action or condition and the abatement of the violation.
70. **114.3 Prosecution of violation.** If the notice of violation is not complied with promptly, the *building official* is authorized to request the legal counsel of the jurisdiction to institute the appropriate proceeding at law or in equity to restrain, correct or abate such violation, or to require the removal or termination of the unlawful occupancy of the building or structure in violation of the provisions of this code or of the order or direction made pursuant thereto.
71. **114.4 Violation penalties.** Any person who violates a provision of this code or fails to comply with any of the requirements thereof or who erects, constructs, alters or repairs a building or structure in violation of the *approved construction documents* or directive of the

building official, or of a *permit* or certificate issued under the provisions of this code, shall be subject to penalties as prescribed by law.

- 72. 116.1 Conditions.** Structures or existing equipment that are or hereafter become unsafe, insanitary or deficient because of inadequate *means of egress* facilities, inadequate light and ventilation, or which constitute a fire hazard, or are otherwise dangerous to human life or the public welfare, or that involve illegal or improper occupancy or inadequate maintenance, shall be deemed an unsafe condition. Unsafe structures shall be taken down and removed or made safe, as the *building official* deems necessary and as provided for in this section. A vacant structure that is not secured against entry shall be deemed unsafe.
- 73. 116.2 Record.** The *building official* shall cause a report to be filed on an unsafe condition. The report shall state the occupancy of the structure and the nature of the unsafe condition.
- 74. 116.3 Notice.** If an unsafe condition is found, the *building official* shall serve on the owner, agent or person in control of the structure, a written notice that describes the condition deemed unsafe and specifies the required repairs or improvements to be made to abate the unsafe condition, or that requires the unsafe structure to be demolished within a stipulated time. Such notice shall require the person thus notified to declare immediately to the *building official* acceptance or rejection of the terms of the order.
- 75. 116.4 Method of service.** Such notice shall be deemed properly served if a copy thereof is (a) delivered to the owner personally; (b) sent by certified or registered mail addressed to the owner at the last known address with the return receipt requested; or (c) delivered in any other manner as prescribed by local law. If the certified or registered letter is returned showing that the letter was not delivered, a copy thereof shall be posted in a conspicuous place in or about the structure affected by such notice. Service of such notice in the foregoing manner upon the owner's agent or upon the person responsible for the structure shall constitute service of notice upon the owner.
- 76. 116.5 Restoration.** Where the structure or equipment determined to be unsafe by the *building official* is restored to a safe condition, to the extent that repairs, *alterations* or *additions* are made or a change of occupancy occurs during the restoration of the structure, such *repairs, alterations, additions* and change of occupancy shall comply with the requirements of Section 105.2.2 and the *Florida Building Code, Existing Building*.

Sec. 7-20. - Permitting process.

(a) Applications for building and building related permits shall be submitted to the building division. Such submittal shall include the application form as provided by the city, along with all required, associated documents, and payment in full of all fees, depending on the type of permit being sought, as further described below.

(b) -Paper Applications for constructing new buildings, and additions to existing buildings, shall include one (1) complete set of the following: construction plans, site development plan showing the proposed improvements to the property, truss reaction schedules, Florida Product Approval list, and State of Florida energy conservation compliance form, when applicable.

-Electronic Applications for constructing new buildings, and additions to existing buildings, shall include everything listed above in an electronic format. Each item should be scanned together into one (1) file before uploading. (ie: Energy Calculations should all be

scanned into one (1) file before uploading, and should not be loaded in 2 or 3 uploads.) For plans required to be signed and sealed by a Design Professional, they should be combined together as well, and not uploaded in individual sheets, nor should they be combined as bookmarks. The Design Professional should then apply a valid and unlocked digital signature to the Cover Sheet showing the plan index of the pages contained therein. Where there is more than one (1) Design Professional, each one should combine their own sheets, put a sheet index on the first page of their drawings, and apply the valid and unlocked digital signature on just that first page. Certifications of the drawings will not be accepted.

(c) All structures shall comply with the wind load requirements of the Florida Building Code.

(d) Required plans for all structures other than one- or two-family dwellings shall be prepared, signed, dated, and sealed by a professional engineer or architect, duly registered and licensed by the State of Florida per F.S. Ch. 471 and 481, respectively.

(e) Required plans for all one- or two-family dwellings shall be prepared and sealed by a professional engineer or architect, duly registered and licensed by the State of Florida per F.S. Ch. 471 and 481, respectively, or they shall otherwise be in conformity with the standard of SST 10-99 or other standard adopted by the state.

(f) A master file may be established upon request for any "model" or prototype plan for a residential single-family or two-family building, accessory structures, and building components. The following shall apply to master files:

(1) One (1) copy of the plans submitted for master file should be submitted electronically with a valid and unlocked digital seal. Plans for each model or accessory building shall be updated each time the adopted building codes are updated or as specified by the architect or engineer of record.

(2) Once the plans or drawings have been approved for master file, the building official or designee shall stamp each page. Each time the model, accessory building, or building component is submitted for a building permit, the contractor shall submit cut sheets showing the model, elevation, and any mastered options offered. The appropriate plans will be returned with the permit for construction.

(3) No structural changes or modifications shall be made to master file plans. Deviations from the master file plans shall require the submittal and review of revised documents. If any contractor makes changes or modifications to master file plans, the building official or designee shall immediately terminate the contractor's use of the master file system.

(4) Paper applications to open a master file shall include the following when applicable:

a. One (1) set of engineered plans, which shall be dated, signed and sealed by an architect or engineer registered with the state in accordance to F.S. chs. 481 or 471, respectively. Each such set of plans shall contain a statement by the architect or engineer of record as follows: "This plan is for master file purposes only." The plans shall include the applicable information as specified by section 107 minimum plan review criteria for buildings of the Florida Building Code.

b. One (1) set of pre-engineered truss drawings, which shall be dated, signed and sealed by an engineer registered with the state per Chapter 471, Fla. Stat. The truss drawings shall be designed and engineered for each specific model or accessory building.

c. If the building plan may be reversed, a separate set of engineering plans and truss drawings shall be submitted for each orientation.

d. Such additional information must be provided, as the building official may require, to ensure that the plans submitted for master file are complete, including but not limited to, electrical, mechanical, plumbing, window and door information. **Energy Calculations can be submitted to “worst case” criteria. Product Approval, Gas Risers, and other such items may be submitted if the Builder so chooses.**

(g) Except as otherwise specifically provided in this [chapter 7](#), article II, applications for electrical, gas, plumbing, mechanical, and other permits, regulated by any of the adopted codes in addition to the Florida Building Code, shall include **one (1) complete set of plans** showing the proposed work in sufficient detail and clarity to allow for a thorough plan examination to determine compliance with all applicable code provisions.

(h) The requirement for plans may be waived by the building official based upon a determination that the work is relatively minor in scope, routine in nature, and can be described adequately on the application form or addenda attached thereto.

(i) Applications for constructing any swimming pool which is regulated by any of the adopted codes shall include **one (1) complete set** of construction plans, **one (1) site development plan** showing the location of the pool, pool equipment, ladders and/or swimouts, doors and/or windows facing the pool deck, and elevation of the house floor finish, deck finish floor and surrounding grade; a completed electrical permit application; and a completed child safety barrier fence application, or a complete pool enclosure application. The fence and/or enclosure application may be omitted if an approved child safety barrier already exists on the property which will encompass the proposed swimming pool, or on above ground pools, if the swimming pool walls are a minimum of four (4) feet higher than the surrounding grade and any access to the water is by way of fold up steps or some equivalent device.

(j) Applications for placement of new or used mobile homes within mobile home subdivisions shall include a floorplan, pier and anchoring schedule, manufacturer’s specifications, skirting and stair details, and City of Leesburg worksheet. Used homes shall include a pre-inspection form signed by a City of Leesburg inspector, or a structural engineer.

(k) Applications for placement of new or used mobile homes within a mobile home park shall include a plot plan drawn to scale showing all existing and proposed improvements, and dimensions, and distance to all adjacent structures.

(l) All applicants for any type of permit under this [chapter 7](#), article II, must be properly licensed and insured in accordance with State of Florida laws and regulations in effect at the time of the application, except that an owner-builder meeting all the criteria established by § 489.103, Fla. Stat. or any successor provision, may apply for a permit without licensure if he or she provides an owner-builder affidavit sworn to by the applicant and a Notary Public.

(m) When any permit application is submitted to the building division, the application and the applicant's credentials will be verified to ensure they are complete and accompanied by all required information and documentation. Once the application and the applicant's credentials have been verified, the application and all accompanying documents shall be stamped with the date and entered into the permit tracking system. The building division shall not accept any application from a person lacking the proper credentials, nor shall the division accept any application which is not complete or which omits any required information or documentation. If an application is found to be incomplete, the division shall contact the applicant promptly to obtain the missing information and documentation, or in its option the division may return the application to the applicant.

(n) Upon receiving a permit application and associated documents, processed and deemed complete, the relevant information shall be entered into the permit tracking system, then a copy of the plans, specifications, and comment sheet shall be distributed to other involved parties, depending on the type of improvement being proposed. In all cases, the building official shall be the responsible custodian for all permit documents, throughout the plans examining process.

(o) Each party receiving application documents from the building official shall review them for compliance with the applicable codes and regulations, then return them promptly to the building official, along with a properly completed comment sheet. The building official shall track the process of the review by the various interested parties in the permit tracking system, and assure that all distributed application documents and comment sheets are returned in a timely manner to expedite the application review process. Upon receiving all distributed documents back from the various interested parties, the building official shall determine if the permit may be issued based on the comments received, in accordance with the following criteria:

(1) If any of the returned comment sheets indicate a disapproval, the building official shall promptly inform the applicant of the reason(s) for the disapproval, and maintain an ongoing dialogue with the applicant to facilitate a resolution of the problem.

(2) If all of the returned comment sheets indicate approvals, and the building official determines there is no need for a preliminary inspection of the subject property to be conducted, the building official shall issue the permit.

(3) Upon approval from the building official, the applicant will be contacted through the permitting system by electronic mail, with a request to pick up the permit and pay the final fees due.

(p) The building official may revoke any permit or approval under any of the following circumstances:

(1) When it is discovered that any of the documents submitted by the applicant or the contractor contains a falsification, misrepresentation, or error regarding a material fact;

(2) When any signature on any submitted document is found not to be the actual signature of the party represented to have signed;

(3) When a violation of any of the city's licensing **or construction** ordinances or regulations is discovered;

(4) When any fee or charge imposed as a condition of issuance of a permit or approval, whether payable to the city or to another entity, is found to be uncollected or uncollectible, is not paid in full, or if a check issued for such fee or charge is returned unpaid due to stop payment, insufficient funds or other reason attributable to the applicant or contractor;

(5) When any inspector is denied entry onto the property during normal working hours; or

(6) When a stop work order issued by the building official is not complied with.

(q) Once a permit or approval has been revoked, an application for a new permit or approval must be submitted before work continues or resumes, along with any required fees as provided in the building permit fee resolution.

(Ord. No. 16-10, § III, 3-14-16)

(s) A Certificate of Completion or a Certificate of Occupancy will only be given once all inspections from all departments are approved and when all required impact fees have been paid in full.

Chapter 7, Article VIII

Sec. 7-181. - Standard Swimming Pool Code adopted; exceptions; modifications.

(a) **Adopted.** The 2018 International Swimming Pool and Spa Code is hereby adopted by reference and is incorporated in this section as though set out in full herein, except as modified below:

(b) *Appeals.* Chapter 7, sections 7-3, 7-4, and 7-5 of this Code shall govern all appeals in the City of Leesburg.

(c) *Fees:* Section 109.2. "Schedule of Fees": Add Fee Schedule shown in section 7-182 below:

(d) *Modifications:*

(1) *Section 322, Ladders and Recessed Treads*, is modified to include the following wording: "Any notch or cutout step/shelf considered to be a swim out shall not substitute for a ladder or steps at the deep end, unless said swim out is at least 14 inches deep and 36 inches wide with some form of handhold or grasping device and the surface of said shelf is at least 12 inches below the pool water level".

(2) *Chapter 1, Section 114, Violations*

a. Modify this section to read: "Any person, firm, corporation or agent who shall violate a provision of this Code, or fail to comply therewith, or with any of the requirements thereof, or who shall erect, construct, alter or demolish any pool structure, or has erected, constructed, altered, repaired or demolished a pool structure in violation of a detailed statement or drawing submitted and permitted thereunder, shall be guilty of a misdemeanor. Each such person shall be deemed guilty of a separate offense for each and every day or portion thereof during which any violation of any of the provisions of this Code is committed or continued, and upon conviction of any such violation such person shall be punished within the limits and as provided by state law".

b. The building official may refer any violation of this Code to the Code Enforcement Board for such action as that board shall deem appropriate. In the alternative, the Building Official may seek injunctive relief.

c. In addition to the remedies set forth in subsection (b) above, the building official may refer persons who violate any provision of this Code for prosecution as provided in Section 114 of the Standard Building Code. The remedies provided in the Standard Building Code and in this Code shall be considered cumulative to one another and not exclusive of one another, and referral of any violation for criminal prosecution as provided in Section 114 of the Standard Building Code shall not preclude enforcement of this Code by any civil means as provided in subsection b. above.

(Ord. No. 98-07, §§ 1, 2, 1-26-98)

Sec. 7-182. - Permit fee schedule for new and existing pools.

No permit shall be valid until all required fees have been paid, nor shall an amendment to a permit be approved or issued until the additional fees, if any are paid. Permit fees shall be established and approved by resolution of the city commission of the City of Leesburg, Florida, and may be adjusted from time to time by resolution of the city commission. Fees do not appear in this Code but are published as a part of the applicable resolution in effect from time to time.

The referenced fees shall not appear in this Code and are published as a part of the applicable resolution.

Sec. 7-183. - Setbacks, safety barriers.

- (a) Swimming pool setbacks shall be subject to the same zoning rules applied to accessory structures and shall be permitted as governed by zoning regulations set out in other sections of this Code of Ordinances except as modified in (c) [subsections (b) and (c)] below; however, in the ground pools, under any circumstances, shall not be constructed closer than five (5) feet horizontally from any building or structural foundation. A further restriction shall apply to any in the ground pools greater in depth than five (5) feet as follows: the set back from the water's edge of the pool to the building or structural foundation shall be at least the minimum of the planned depth of the pool below ground level i.e.: the planned pool bottom is eight (8) feet deep; therefore, the setback required is eight (8) feet.
- (b) A permanent screen enclosure shall be judged to be an acceptable barrier under this article and a screen enclosure or some other form of acceptable barrier as defined in [Chapter 2](#), "definitions" shall be erected to protect the swimming pool and restrict access by unauthorized persons or unsupervised children in compliance with the swimming pool code adopted in this section. A screen enclosure shall not be considered an accessory structure for the purpose of lot coverage and/or setbacks, whether attached to the principal residence or structure or detached; however, the swimming pool front yard setback shall be thirty (30) feet and for corner lots the additional swimming pool front set back line shall be fifteen (15) feet.
- (c) No swimming pool shall be given a final inspection approval for use unless the required permanent safety barrier capable of restricting access is in place to safe guard the pool and said safety barrier has been properly permitted for construction and inspected. It shall be the continued responsibility of the owner(s) and/or occupant of the premises where the pool is located to maintain the safety barrier and any associated gates in a proper, safe and useful condition at all times. A safety barrier, either temporary or permanent, must be in place at all unsupervised time periods during the excavation and construction phase of the pool as the pool may constitute a safety hazard to children and the general public at that time.

Article II, Chapter 10 - FIRE PROTECTION AND PREVENTION

Sec. 10-1. - Fire Prevention Code adopted.

The **2020 Florida Fire Prevention Code** is hereby adopted by reference and incorporated into this section as though set out in full. Appeals from the application or interpretation of this code by the building official or other city staff, and requests for variances, shall be presented to the board of adjustments and appeals utilizing the procedures in sections [7-3](#), [7-4](#) and [7-5](#) of this Code.

(Code 1953, § 12-13; Ord. No. 08-12, § I, 1-28-08; Ord. No. 09-56, § I, 10-12-09; Ord. No. 12-31, § V, 5-14-12)

Cross reference— Definitions and rules of construction generally, [§ 1-2](#).

DEFINITIONS

DWELLING UNIT

SLEEPING UNIT

SPECIAL INSPECTION

SPECIAL INSPECTOR

STRUCTURAL OBSERVATION

TYPE A UNIT

TYPE B UNIT

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.A.3.

Meeting Date: February 28, 2022

From: Dan Miller, (Planning and Zoning Director)

Subject: An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 37.6 +/- acres from City of Leesburg PUD (Planned Unit Development) to City of Leesburg PUD (Planned Unit Development) to allow for a single-family residential development for a property generally located north of County Road 48 and west of South Quarters Road, as legally described in Sections 15, 21, and 22, Township 20 South, Range 24 East, Lake County, Florida; and providing an effective date. (Windy Oaks PUD)

Staff Recommendation:

Planning and Zoning Staff and Planning Commission recommend approval of the request to rezone the subject property from City of Leesburg PUD (Planned Unit Development) to City of Leesburg PUD (Planned Unit Development) to allow for single-family residential development.

Analysis:

The project site is approximately 37.6 +/- acres, and is generally located north of County Road 48 and west of South Quarters Road as shown on the attached maps. At this time, the property is agriculture. The proposal will allow for a single-family residential development. The existing land uses surrounding the property are residential, industrial, and agricultural. City of Leesburg utilities are available nearby.

The Planning Commission held a public hearing on the application on December 16, 2021 and recommended approval.

Procurement Analysis:

N/A

Options:

1. Approve the proposed rezoning to PUD (Planned Unit Development); or
2. Other such action as the Commission may deem appropriate.

Fiscal Impact:

Future development of this site will create a 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 37.6 +/- ACRES FROM CITY OF LEESBURG PUD (PLANNED UNIT DEVELOPMENT) TO CITY OF LEESBURG PUD (PLANNED UNIT DEVELOPMENT) TO ALLOW FOR A SINGLE-FAMILY RESIDENTIAL DEVELOPMENT FOR A PROPERTY GENERALLY LOCATED NORTH OF COUNTY ROAD 48 AND WEST OF SOUTH QUARTERS ROAD, AS LEGALLY DESCRIBED IN SECTIONS 15, 21, AND 22, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (WINDY OAKS PUD)

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

Section 1.

Based upon the petition of Kathy Hattaway, AICP, Poulos and Bennett, LLC 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 City of Leesburg PUD (Planned Unit Development) to City of Leesburg PUD (Planned Unit Development), to-wit:

(Legal Description)
(See Exhibit A)

Section 2.

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

PASSED AND ADOPTED at the regular meeting of the City Commission of the City of Leesburg, Florida, held on the 28th day of February 2022.

THE CITY OF LEESBURG, FLORIDA

Mayor

ATTEST:

City Clerk

Exhibit A

COMMENCE AT THE INTERSECTION OF THE WEST LINE OF SECTION 22, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, AND THE NORTHERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 48; THENCE, ALONG SAID WEST LINE, RUN NORTH 00°55'53" EAST A DISTANCE OF 446.63 FEET TO THE SOUTHWEST CORNER OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 22, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 21, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, AND THE **POINT OF BEGINNING**; THENCE, ALONG THE SOUTH LINE OF SAID NORTH 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 21, RUN NORTH 89°02'51" WEST A DISTANCE OF 611.65 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE ABANDONED ATLANTIC COAST LINE RAILROAD; THENCE, ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE, RUN NORTH 45°41'15" EAST A DISTANCE OF 868.69 FEET TO THE INTERSECTION OF SAID SOUTHEASTERLY RIGHT-OF-WAY LINE AND SAID WEST LINE OF SAID SECTION 22; THENCE, ALONG SAID WEST LINE, RUN SOUTH 00°55'13" WEST A DISTANCE OF 2.01 FEET TO THE NORTHWESTERLY CORNER OF A PARCEL OF LAND AS DESCRIBED IN THE SPECIAL WARRANTY DEED, AS RECORDED IN OFFICIAL RECORDS BOOK 5084, PAGE 2341 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, SAID POINT ALSO BEING 47.70 FEET SOUTH OF THE NORTHWEST CORNER OF SAID SECTION 22; THENCE, ALONG THE NORTHWESTERLY BOUNDARY LINE OF SAID PARCEL OF LAND, RUN NORTH 48°35'10" EAST A DISTANCE OF 70.83 FEET TO A POINT ON THE NORTH LINE OF SAID SECTION 22, SAID LINE ALSO BEING THE SOUTH LINE OF SECTION 15, RANGE 24 EAST, LAKE COUNTY, FLORIDA; THENCE RUN NORTH 45°41'15" EAST A DISTANCE OF 931.99 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 15; THENCE, ALONG SAID NORTH LINE, RUN SOUTH 89°06'52" EAST A DISTANCE OF 588.78 FEET TO THE INTERSECTION OF SAID NORTH LINE AND THE WESTERLY RIGHT-OF-WAY LINE OF SOUTH QUARTERS ROAD; THENCE, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, RUN SOUTH 00°56'21" WEST A DISTANCE OF 661.49 FEET TO THE INTERSECTION OF SAID WESTERLY RIGHT-OF-WAY LINE AND THE NORTH LINE OF SAID SECTION 22; THENCE, CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE, RUN SOUTH 01°00'04" WEST A DISTANCE OF 546.83 FEET TO THE INTERSECTION OF SAID WESTERLY RIGHT-OF-WAY LINE AND SAID NORTHERLY RIGHT-OF-WAY LINE OF SAID COUNTY ROAD NO. 48; THENCE, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, RUN SOUTH 67°26'42" WEST A DISTANCE OF 291.88 FEET TO THE INTERSECTION OF SAID NORTHERLY RIGHT-OF-WAY LINE AND THE SOUTH LINE OF SAID NORTH 1/2 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 22; THENCE, ALONG SAID SOUTH LINE, RUN NORTH 89°05'36" WEST A DISTANCE OF 1028.87 FEET TO THE **POINT OF BEGINNING**. SAID TO CONTAIN 1,638,019 SQUARE FEET (37.604 ACRES), MORE OR LESS.

**WINDY OAKS PROPERTY
PUD (PLANNED UNIT DEVELOPMENT CONDITIONS)
February 14, 2022**

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 **Windy Oaks, LLC, P.O. Box 86, Okahumpka, Florida, 34762 “Permittee” (Kathy Hattaway, AICP, Poulos and Bennett, LLC 2602 Livingston Street, Orlando, Florida, 32803 - Agent)** for the purposes described herein, and subject to the terms and conditions as set forth in this document, pursuant to authority contained in Chapter 25 “Zoning”, Section 25-278 “Planned Unit Development” of the City of Leesburg Code of Ordinances, as amended.

BACKGROUND

The "Permittee" is requesting a Planned Unit Development (PUD) zoning district to allow future construction of a proposed residential development consisting of a maximum of 121 single family residential units on approximately 38 acres, generally located west of South Quarters Road and north of County Road 48, 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 **Windy Oaks, LLC, P.O. Box 86, Okahumpka, Florida, 34762 “Permittee” (Kathy Hattaway, AICP, Poulos and Bennett, LLC 2602 Livingston Street, Orlando, Florida, 32803 - Agent)** to construct, operate, and maintain a Planned Unit Development in and on real property in the City of Leesburg, in accordance with the requirements set forth herein. The property is more particularly described below.
2. **LEGAL DESCRIPTION**
See attached **Exhibit B, Legal Description**.

3. LAND USE

The above-described property, containing approximately 38 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. Multi-family units (Apartments)
3. Commercial uses (as a primary use)
4. All other uses not specifically permitted within these conditions under Permitted Uses above shall be prohibited.

C. Each property sold within this Planned Unit Development shall contain a statement notifying each purchaser of the adjacent industrial lands and uses as shown in Exhibit E.

4. DEVELOPMENT STANDARDS

A. The project shall contain a maximum of 121 single family residential units, at a gross density not to exceed 3.2 units per acre on the approximately 38-acre site, as shown on **Exhibit C, Conceptual Development Plan**.

B. A mix of lot sizes is permitted as long as all lots are equal to or larger than the required minimums.

C. Along each street, homes with the same architectural design shall not be immediately adjacent (side by side) or directly across from a lot with the same design. Facades may be varied to meet this requirement. The maximum impervious surface for the project shall be 70%. Community and private swimming pools shall not count toward the impervious surface calculation.

D. The minimum lot development standards shall be:

1. For all lots:
 - a. Minimum house size: 1,800 square feet.

- b. Each additional bedroom to the above the minimum house size shall be a minimum of 120 square feet.
- c. Minimum lot size shall be 6000 square feet.
- d. Minimum width 50 feet
- e. Minimum depth 120 feet
- f. Minimum building setbacks:
 Front – 20 feet;
 Porch/Garage – 20 feet (porch must be a minimum width of 5 feet).
 Rear – 15 feet;
 Side – 5 feet;
 Corner Side – 15 feet.

2. For all structures:

- a. Each residential structure shall have a minimum two car garage.
- b. Minimum distance between structures shall be ten (10) 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 shall be permitted subject to the provision of at least five (5) unique design features such as recessed garages, tile or metal roofs, arched windows, porches, etc. in the elevations of the buildings or the buildings are all brick stucco.
 4. For all designs, architectural facades and features shall be submitted and reviewed by the Planning and Zoning Manager or designee for compliance prior at time of site plan review.
- C. Other similar design variations meeting the intent of this section may be approved by the Planning and Zoning Manager or designee.
- D. The architectural styles and facades shown in **Exhibit D, Building Elevations** herein are considered to meet the requirements of this section.
- E. The Permittee shall utilize “Dark Sky” lighting principles when selecting lighting fixtures for all street lighting. Such lighting shall achieve the overall effect of containing and shielding excessive light pollution from adjacent properties.

6. **LANDSCAPING & BUFFER REQUIREMENTS:**

- A. A minimum twenty-five (25) foot buffer tract with plantings as shown in Figure A below, shall be provided along the entire boundary of the property. This landscape buffer shall be separate from all other platted lots, shall not be part of individually

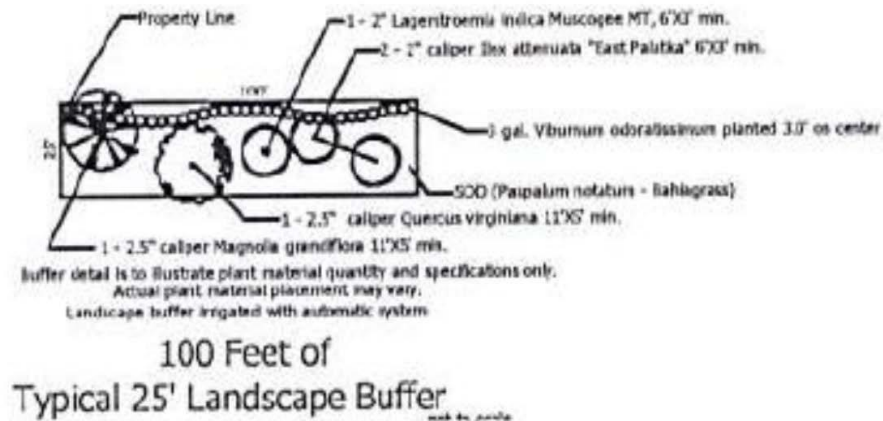
platted lots, and shall be a common area to be maintained by an entity such as a Property Owners or Homeowners Association.

- A. Each platted single-family residential lot of record shall contain a minimum of one canopy tree, located within in the front yard, and selected from the list of trees within the City of Leesburg Code of Ordinances, Section 25-328 Table 1, Canopy Trees. All other requirements for tree planting based on lot size shall remain in effect.
- B. A split-rail fence, of either wood or vinyl/synthetic construction, shall be installed around the entire perimeter of the property. This fence shall be installed at a minimum height of four (4) feet. Said fence shall be maintained by the Property Owners or Homeowners Association. A solid six-foot fence of PVC or other synthetic material, shall be allowed as an option to the split-rail fence.
- C. 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.
- D. 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



- E. Variations to the landscape and buffering requirements of the code may be approved by the Planning and Zoning Manager 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.
- F. The surveying of trees on the property shall be conducted as follows:
 1. All specimen, heritage and historic trees shall be surveyed. Staff will review the tree survey and such trees shall be saved where possible during the site plan review process. This may include amending the site plan to save specimen, heritage and historic trees.
 2. Site areas that are to preserve existing trees do not need to be included in the survey unless the trees are to be used in preservation/replacement requirements.
 3. The tree survey shall be completed by a licensed surveyor.

7. SITE ACCESS AND SIGNAGE

- A. The main vehicular access to the project site shall have at least one access point on South Quarters Road, as prescribed by Lake County Public Works, and shown on the Master Development Plan on Exhibit C, as amended. All access points are conceptual and subject to Lake County approval. Actual location and design of all roads shall be determined during the site plan review process and shall include consideration of, and connection to, sidewalks, recreation paths, etc. All other access shall be reviewed for necessity and requirements through Lake County and the City of Leesburg development and permitting processes. Any additional access points shall be subject to site plan application review process.
- B. The main access point South Quarters Road, shall be constructed as a "boulevard-type" roadway, having a landscaped median area of at least eight (8) feet in width, and designed to allow emergency access vehicles room to maneuver. This entrance shall be reviewed and adjusted by staff as needed at the Site Plan and Construction Plan review.

1. Offsite road improvements on existing roads adjacent to the property may be required based on finalized access locations. Such improvements may include, but are not limited to, left and right turn lanes, right-of-way dedication, and pavement rehabilitation. Any proposed offsite road improvements must be approved by Lake County Public Works.
 2. 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.
 3. The Master Development Plan, and the access points proposed thereon, are considered conceptual until the appropriate engineering and site plan reviews, along with any required upgrades are completed for the project.
- C. 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.
- D. 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.
- E. Alternative designs for the ground enclosure support and bases of a monument sign may be approved by the Planning and Zoning Manager or designee, where the architectural style would be in keeping with the intent of these sign regulations.

8. TRANSPORTATION IMPROVEMENTS

- A. Any transportation improvements or rights-of-way that may be required shall be based on projected needs and shall be contingent upon site plan approval by City staff during the development review and permitting process. The plan review process shall include consideration of required sidewalks, recreation paths etc.
- B. A traffic/transportation study shall be submitted for review and determination of any necessary access improvements, 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.
- G. All roads within the development shall be constructed to meet the City of Leesburg's standards, ARTICLE VII – TECHNICAL STANDARDS, as amended.
 - 1. Should the Permittee (or designee) desire to dedicate the proposed project's internal road system to the City of Leesburg; the Permittee shall demonstrate to the satisfaction of the City of Leesburg that the road system is in suitable condition and meets all City road design requirements.
 - 2. Should the Permittee (or designee) choose to retain the roadways, the Permittee shall establish an appropriate legal entity that shall accept responsibility to pay the cost and perform all services required to maintain the roads and transportation improvements to City of Leesburg codes and standards, as amended. A Homeowners or Property Owners Association, or other such legal entity will be considered acceptable.
- H. Sidewalks shall be provided on both sides of the entrance road(s) and shall provide cross connections to all recreation and residential areas. Internal road rights-of-ways shall be of sufficient width to contain sidewalks on both sides of each street. All sidewalks shall be constructed in accordance with City of Leesburg Codes.

9. UTILITIES

Prior to receiving final development approval, the Permittee shall submit a stormwater management plan and utility plan acceptable to the City of Leesburg. Water, wastewater and natural gas services will be provided by the City of Leesburg. Prior to any clearing, grubbing, or disturbance of natural vegetation in any phase of the development, the Permittee shall provide:

- A. A detailed site plan that indicates all the provisions for electric, water, sewer, and/or natural gas in accordance with the City of Leesburg Land Development Codes.
- B. Developer shall bear all responsibility, financial and otherwise, for the construction and installation of all utility infrastructure and other improvements related to the use and development of the property, consistent with the typical pioneering agreement approved on new home projects in the city, including such off-site improvements required by the City and all other appropriate government agencies. All such requirements shall be constructed to the applicable specifications imposed by the ordinances and regulations of the City in effect at the time of construction.

- C. Developer shall be responsible for the installation of a natural gas water heater and natural gas furnace in eighty percent (80%) of all homes in the development as required by the City of Leesburg Code of Ordinances as amended.
- D. The City of Leesburg intends to service the property with water and wastewater services at this time. At the time of connection, all regulations in place at the time of the request shall be required, including but not limited to impact fees, connection and utility service deposit charges. The cost of supplying water and wastewater lines and other necessary infrastructure such as lift stations to the development shall be the responsibility of the applicant.

10. **STORMWATER/DRAINAGE MANAGEMENT**

All drainage shall be designed and constructed in a manner to meet all State of Florida and City of Leesburg codes, including the requirement that all stormwater runoff is contained within the boundaries of the properties, and does not create a detriment to surrounding properties. Prior to receiving final development approval, the Permittee shall submit a stormwater management plan and utility plan acceptable to the City of Leesburg. Prior to any clearing, grubbing, or disturbance of natural vegetation in any phase of the development, the Permittee shall provide:

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

1. Prior to acceptance, the Permittee shall demonstrate to the City the stormwater management system is in a suitable condition and meets City of Leesburg and St. Johns River Water Management District requirements.
2. As a condition of accepting the system the City may create a special taxing district or make other lawful provisions to assess the cost of maintenance of the system to the residents of the project.

11. WETLANDS, FLOOD ZONES & WILDLIFE

- A. All wetlands on the project site shall be identified by a jurisdictional wetland boundary line, and the location and extent of each wetland shall be determined by the Department of Environmental Protection, St. Johns River Water Management District and/or U.S. Army Corp of Engineers. Each wetland shall be placed on a suitable map, signed and sealed by a surveyor registered to practice in Florida and shall be submitted as part of the site plan application process.
- B. To the extent practicable, wetlands shall be placed in a conservation easement, which shall run in favor of, and be enforceable by, the St. Johns River Water Management District or another legal entity such as a homeowner's association. The conservation easement shall require that the wetlands be maintained in their natural and unaltered state. Wetlands shall not be included as a part of any platted lot, other than a lot platted as a common area, which shall be dedicated to the St. Johns River Water Management District or another legal entity such as a homeowner's association for ownership and maintenance.
- C. Buildings or structures shall be a minimum of 50 feet from any wetland jurisdiction boundary.
- D. Wetlands shall have an average upland buffer of 25 feet, with a minimum of 15 feet or the upland buffer established by St. Johns River Water Management District and/or U.S. Army Corp of Engineers; whichever is more restrictive. All upland buffers shall be naturally vegetated and upland buffers that are devoid of natural vegetation shall be re-planted with native vegetation or as required by St. Johns River Water Management District and/or U.S. Army Corp of Engineers.
- E. Land uses allowed within the upland buffers for wetlands are limited to stormwater facilities as permitted by St. Johns River Water Management District.
- F. If wetland alteration is permitted by St. Johns River Water Management District and/or U.S. Army Corp of Engineers, wetland mitigation shall be required in accordance with permit approvals from St. Johns River Water Management District or U.S. Army Corp of Engineers, whichever is more restrictive.
- G. A wildlife management plan for the project site shall be prepared based on the results of an environmental assessment of the site and any environmental permit required from applicable governmental agencies. The wildlife management plan shall be submitted to the City as part of the site plan application process.

- H. A map indicating the location of the 100-year flood plain.
- I. The appropriate documentation that any flood hazard boundary has been amended in accordance with Federal Emergency Management Agency requirements, if the 100-year flood plain is altered and/or a new 100-year flood elevation is established in reference to the applicable flood insurance rate map.
- J. Through the Site Plan Review process, the developer shall coordinate with the City of Leesburg, Lake County and all impacted government agencies regarding elevation determinations, compensatory storage and overall design of the subdivision within and near flood hazard boundary areas, to ensure compliance with all regulations.

12. IRRIGATION & WATER USAGE

- A. All landscaped areas shall be irrigated and designed to meet Section 25-327, Waterwise and Florida Friendly Landscaping, City of Leesburg Code of Ordinances.
- B. The use of St. Augustine grass, or other varieties of grass which require significant amounts of water are prohibited. The use of Bahia, Bermuda, Zoysia or other grasses which are more drought tolerant are permitted.

13. RECREATIONAL REQUIREMENTS

- A. Recreational development provided on the site may include active and passive uses, as well as enclosed or unenclosed recreational space, devoted to the joint use of the residents. Such recreational space shall consist of not less than 1.32 acres.
- B. Recreational requirements shall include at least one primary active recreation area. Recreation areas may include such uses as a children's playground with equipment, dog park area or gazebo, swimming pool, clubhouse or other amenities as reviewed and approved by staff. The primary recreational facility shall be constructed in conjunction with and completed no later than the completion of 50% of the approved number of residential units.
- 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 homeowner's association shall serve as an appropriate entity for all common properties within the development.

15. DEVELOPMENT PHASING & IMPLEMENTATION

- A. The proposed project may be constructed in phases in accordance with the Planned Unit Development Conditions and Conceptual Plan. Changes to the development conditions or conceptual plan, other than those conditions described in these PUD Conditions of Approval, shall be revised in accordance with the Planned Development review process, City of Leesburg Code of Ordinances.
- B. Implementation of the project shall substantially commence one-hundred twenty (120) months after approval of this Planned Development. In the event, the conditions of the PUD have not been substantially implemented during the required time period, the City of Leesburg shall have the option of scheduling the PUD, with due notice to the owner and surrounding property owners, for reconsideration by the Planning Commission at their next available regular meeting. The Planning Commission will consider whether to extend the PUD approval or rezone the property to another appropriate zoning classification.
- C. As part of the overall development process, if the project is constructed in phases, then 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.

16. MISCELLANEOUS CONDITIONS

1. The uses of the proposed project shall only be those uses identified in the approved Planned Unit Development Conditions. Any other proposed use must be specifically authorized in accordance with the Planned Development amendment process.
- B. No person, firm or corporation shall erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building structure, or alter the land in any manner without first submitting the necessary plans and obtaining appropriate approvals in accordance with the City of Leesburg Codes.
- C. Construction and operation of the proposed use(s) shall at all times comply with the Planned Unit Development conditions set forth herein, and with all City and other governmental agencies rules and regulations.

- D. The transfer of ownership or lease of any or all of the property described in these PUD Conditions of Approval shall include in the transfer or lease agreement, a provision that the purchaser or lessee is made good and aware of the conditions pertaining to the Planned Unit Development established and agrees to be bound by these conditions. The purchaser or lessee may request a change from the existing plans and conditions by following the procedures as described in the City of Leesburg Land Development Code, as amended.
- E. These PUD Conditions shall inure to the benefit of, and shall constitute a covenant running with the land and the terms, conditions, and provisions hereof, and shall be binding upon the present owner and any successor, and shall be subject to each and every condition as set forth herein.

17. LEVELS OF SERVICE

A. Levels of Service

- 1. As submitted, the development resulting from the proposed zoning change may result in demands on public facilities which would exceed the current capacity of some public facilities, such as, but not limited to water, wastewater, roads, drainage, and solid water. No final development order (site plan and building permits) shall be granted for proposed development until there is a finding that all public facilities and services required for the development have sufficient capacity at or above the adopted level of service (LOS) to accommodate the impacts of the development, or that improvements necessary to bring facilities up to their adopted LOS will be in place concurrent with the impacts of the development.

B. Utilities

1. Projected Capacities

- i. The City's utility planning efforts draw upon phasing, capacity and service requirements, based upon information provided by the applicant. The City develops its plans consistent with sound engineering principles, prudent fiscal practices and due regard for regulatory compliance.

- C. If the development requires construction of new distribution or collection lines, or other infrastructure needed to develop the subdivision, the developer will be required to construct such facilities to provide service. The developer will bear the cost of design, permitting and construction. Any such facilities must be constructed in a fashion consistent with the City's master plans and to the City standards and specifications.

D. Commitment of Capacity

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

E. Ability to Provide Services

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

EXHIBIT B

Windy Oaks

LEGAL DESCRIPTION

COMMENCE AT THE INTERSECTION OF THE WEST LINE OF SECTION 22, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, AND THE NORTHERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 48; THENCE, ALONG SAID WEST LINE, RUN NORTH 00°55'53" EAST A DISTANCE OF 446.63 FEET TO THE SOUTHWEST CORNER OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 22, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 21, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, AND THE **POINT OF BEGINNING**; THENCE, ALONG THE SOUTH LINE OF SAID NORTH 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 21, RUN NORTH 89°02'51" WEST A DISTANCE OF 611.65 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE ABANDONED ATLANTIC COAST LINE RAILROAD; THENCE, ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE, RUN NORTH 45°41'15" EAST A DISTANCE OF 868.69 FEET TO THE INTERSECTION OF SAID SOUTHEASTERLY RIGHT-OF-WAY LINE AND SAID WEST LINE OF SAID SECTION 22; THENCE, ALONG SAID WEST LINE, RUN SOUTH 00°55'13" WEST A DISTANCE OF 2.01 FEET TO THE NORTHWESTERLY CORNER OF A PARCEL OF LAND AS DESCRIBED IN THE SPECIAL WARRANTY DEED, AS RECORDED IN OFFICIAL RECORDS BOOK 5084, PAGE 2341 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, SAID POINT ALSO BEING 47.70 FEET SOUTH OF THE NORTHWEST CORNER OF SAID SECTION 22; THENCE, ALONG THE NORTHWESTERLY BOUNDARY LINE OF SAID PARCEL OF LAND, RUN NORTH 48°35'10" EAST A DISTANCE OF 70.83 FEET TO A POINT ON THE NORTH LINE OF SAID SECTION 22, SAID LINE ALSO BEING THE SOUTH LINE OF SECTION 15, RANGE 24 EAST, LAKE COUNTY, FLORIDA; THENCE RUN NORTH 45°41'15" EAST A DISTANCE OF 931.99 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 15; THENCE, ALONG SAID NORTH LINE, RUN SOUTH 89°06'52" EAST A DISTANCE OF 588.78 FEET TO THE INTERSECTION OF SAID NORTH LINE AND THE WESTERLY RIGHT-OF-WAY LINE OF SOUTH QUARTERS ROAD; THENCE, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, RUN SOUTH 00°56'21" WEST A DISTANCE OF 661.49 FEET TO THE INTERSECTION OF SAID WESTERLY RIGHT-OF-WAY LINE AND THE NORTH LINE OF SAID SECTION 22; THENCE, CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE, RUN SOUTH 01°00'04" WEST A DISTANCE OF 546.83 FEET TO THE INTERSECTION OF SAID WESTERLY RIGHT-OF-WAY LINE AND SAID NORTHERLY RIGHT-OF-WAY LINE OF SAID COUNTY ROAD NO. 48; THENCE, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, RUN SOUTH 67°26'42" WEST A DISTANCE OF 291.88 FEET TO THE INTERSECTION OF SAID NORTHERLY RIGHT-OF-WAY LINE AND THE SOUTH LINE OF SAID NORTH 1/2 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 22; THENCE, ALONG SAID SOUTH LINE, RUN NORTH 89°05'36" WEST A DISTANCE OF 1028.87 FEET TO THE **POINT OF BEGINNING**.

SAID TO CONTAIN 1,638,019 SQUARE FEET (37.604 ACRES), MORE OR LESS.



EXHIBIT D

FAÇADE SAMPLES

*These residential elevations are indicative of the style and architectural features anticipated for the homes in the Windy Oaks PUD and are not specific to the project. Project-specific residential elevations and floorplans will be submitted as part of the final site plan application



EXHIBIT E

NOTICE OF INDUSTRIAL USE

This notice is provided to declare that the Windy Oaks subdivision, generally located at the northeast corner of County Road 48 and South Quarters Road, in Section 22 Township 20 Range 24 as shown in the Public Records of Lake County, Florida, does lie adjacent to property currently planned, developed and used for industrial purposes. Purchaser of property within Windy Oaks does hereby accept and understand that said adjacent property shall continue to be used for industrial purposes and uses, and that said uses shall can create dust, noise and vibration in daily use. A copy of this Notice, signed by the purchaser, shall accompany all present and future sales for the Windy Oaks Development.

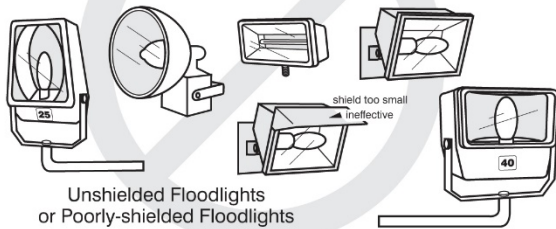
_____/_____
Property Purchaser/Date

Windy Oaks Subdivision
Section 22 Twp 20 Rge 24
Leesburg, Florida

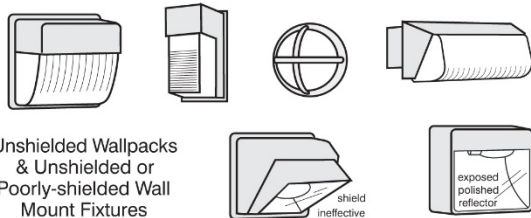
Examples of Acceptable / Unacceptable Lighting Fixtures

Unacceptable / Discouraged

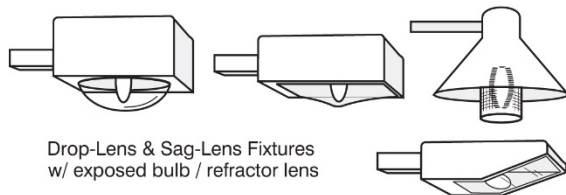
Fixtures that produce glare and light trespass



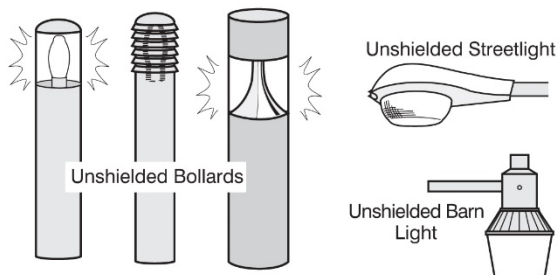
Unshielded Floodlights
or Poorly-shielded Floodlights



Unshielded Wallpacks
& Unshielded or
Poorly-shielded Wall
Mount Fixtures



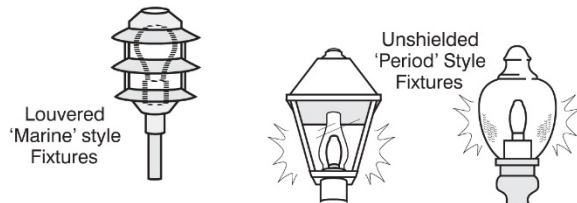
Drop-Lens & Sag-Lens Fixtures
w/ exposed bulb / refractor lens



Unshielded Bollards

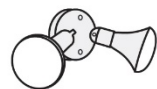
Unshielded Streetlight

Unshielded Barn
Light

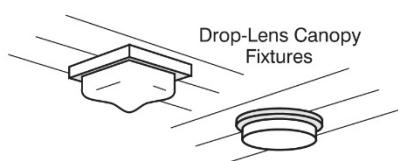


Louvered
'Marine' style
Fixtures

Unshielded
'Period' Style
Fixtures



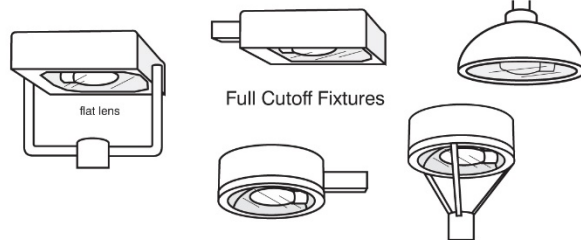
Unshielded PAR
Floodlights



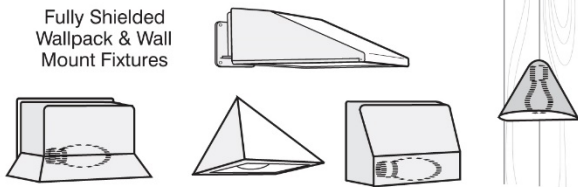
Drop-Lens Canopy
Fixtures

Acceptable

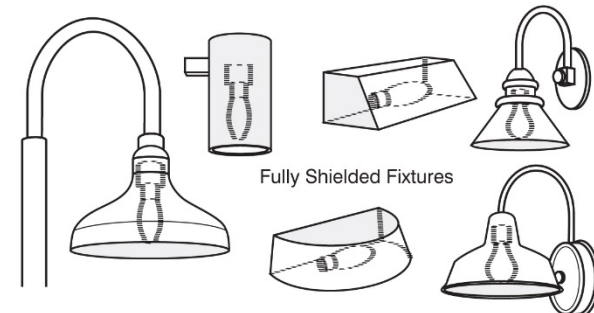
Fixtures that shield the light source to minimize glare and light trespass
and to facilitate better vision at night



Full Cutoff Fixtures



Fully Shielded
Wallpack & Wall
Mount Fixtures



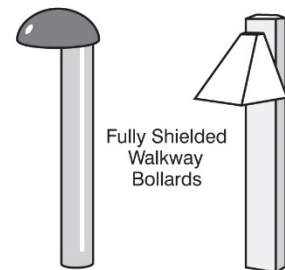
Fully Shielded Fixtures



Full Cutoff Streetlight



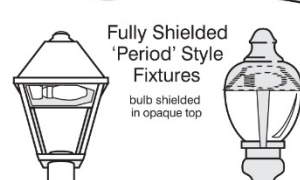
Fully Shielded
Barn Light



Fully Shielded
Walkway
Bollards



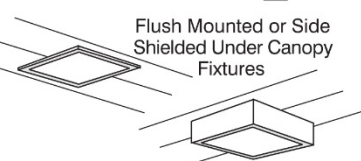
Fully Shielded
Decorative
Fixtures



Fully Shielded
'Period' Style
Fixtures



Shielded / Properly-aimed
PAR Floodlights



Flush Mounted or Side
Shielded Under Canopy
Fixtures

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

DATE: December 16, 2021
OWNER: Windy Oaks LLC
PETITIONER: Macallan Acquisitions, LLC
PROJECT: Windy Oaks PUD
REQUEST: Planned Unit Development - Residential
CASE NO.: PUD-21-405

GENERAL LOCATION: The property is generally located north of County Road 48 and west of South Quarters Road.

FUTURE LAND USE DESIGNATION:
Neighborhood Mixed Use

SURROUNDING FUTURE LAND USE DESIGNATION:

North —	Lake County Urban Low Density
South —	Lake County Urban Low Density
East —	Neighborhood Mixed Use
West —	City of Leesburg Institutional; City of Leesburg Industrial Technology Commercial Park

PROPOSED FUTURE LAND USE DESIGNATION:
N/A

EXISTING ZONING DESIGNATION: PUD (Planned Unit Development)

SURROUNDING ZONING DESIGNATIONS:

North —	Lake County A (Agriculture)
South —	Lake County A (Agriculture)
East —	City of Leesburg PUD (Planned Unit Development)
West —	City of Leesburg PUD (Planned Unit Development); Lake County A (Agriculture)

PROPOSED ZONING DESIGNATION:
PUD (Planned Unit Development)

EXISTING LAND USE: Improved pasture

SURROUNDING LAND USE:

North —	Residential
South —	Residential
East —	Residential; Pasture
West —	Residential; Industrial

PROPOSED LAND USE: Residential subdivision

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

DATE: November 24, 2021
OWNER: Windy Oaks LLC
PETITIONER: Macallan Acquisitions, LLC
PROJECT: Windy Oaks PUD
REQUEST: PUD (Planned Unit Development)
CASE NO.: PUD-21-405

THE FOLLOWING COMMENTS RECEIVED FROM EACH DEPARTMENT:

POLICE

No Comments – Police Steve Rockefeller 11/24/21

FIRE

No comment from the Leesburg Fire Department. Amanda Stevenson 11/29/21

ELECTRIC

Electric has no objections. This is outside Leesburg Electric's territory. Steve Davis 11/29/21

GAS

No comments received as of 12/10/21

GIS

GIS/Addressing has no comment. Thank you, Mark Medley 11/24/21

BUILDING

No comments received as of 12/10/21

PUBLIC WORKS

Public Works has no issues with this request. Please advise the developer that Public Works will not assume ownership and maintenance responsibilities of the roads post platting. The HOA will assume ownership and maintenance responsibilities of the roads within the PUD for perpetuity. Cliff Kelsey 11/24/21

ADDRESSING

GIS/Addressing has no comment. Thank you, Mark Medley 11/24/21

ECONOMIC DEVELOPMENT

No comments received as of 12/10/21

LAKE COUNTY PUBLIC WORKS

Attached is the comment letter from Lake County Public Works. Thanks, Seth Lynch 12/10/21

LAKE COUNTY SCHOOLS

Windy Oaks – PUD (Planned Unit Development) - Case# PUD-21-405

The Windy Oaks PUD is subject to school concurrency review. Please be aware that proportionate share mitigation may be required at time of submittal. Thanks, Helen LaValley 11/29/21

UNITED STATES NAVY

How will this proposal affect water consumption under the City's existing permit? Ashley Sneed
Community Planning Liaison Officer/Installation Planner 12/10/21

PUBLIC RESPONSES

Approval

no approvals

Disapproval

no disapprovals

No comment

Notice of Appearance filed:

PUBLIC COMMENTS (APPROVAL WITH REQUESTS)

PUBLIC COMMENTS (DISAPPROVAL)



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

December 10, 2021

Dan Miller,
Planning & Zoning Manager
City of Leesburg
Planning and Zoning Department
204 North 5th Street
Leesburg, Florida 34749
(sent via email)

RE: PROJECT: Windy Oaks Planned Unit Development
CASE NO.: PUD-21-405

Lake County Department of Public Works recommended requirements for the Windy Oaks PUD impacts to roadways and drainage systems:

CR 48:

- Left and Right Turn Lanes on CR 48 at the intersection of South Quarters Rd and CR 48.
- Left and Right Turn Lanes at the development's entrance off South Quarters Rd will be required.
- A sight distance analysis will need to be provided with the first submittal of development plans.
- Sidewalk or Trail will need to be provided along road frontage. Additional review and concurrence with Lake County and Leesburg will be required for this requirement.
- Additional right-of-way will be required for CR 48.
- Utility easements will need to be provided along CR 48.

South Quarters Rd:

- Left and Right Turn Lanes at the development's entrance off South Quarters Rd will be required.
- The widening of the road to meet a minimum of 12-ft lanes with shoulders and drainage would be required.
- Additional right-of-way will be required for South Quarters Rd to accommodate the offsite road improvements.

P 352.253.6000 • F 352.253.9025
Board of County Commissioners • www.lakecountyfl.gov

Douglas B. Shields
District 1

Sean M. Parks, AICP, QEP
District 2

Kirby Smith
District 3

Leslie Campione
District 4

Josh Blake
District 5

Internal connectivity:

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

Traffic:

- A Traffic Impact Analysis will be required of this development for review by the County. The current methodology is under review by Lake -Sumter MPO, FDOT and Lake County.

Stormwater Management:

- The site's stormwater management design will need to be reviewed by Lake County when submitted to both the City of Leesburg and St Johns River Water Management District. We may require Lake County stormwater design standards on ponds that outfall or affect surrounding unincorporated lands or onto county roads.

Flood Study:

- Development will be responsible for a drainage and flood study to determine the flood zones within and partially crossing into the development area. The flood study will require review by both the city and county. The study will evaluate downstream impacts from stormwater outfall from this site.

Future Development Applications:

- Request the City of Leesburg to include Lake County on reviews of future development applications for this development.

Sincerely,

Seth Lynch

Seth Lynch
Development Engineer/Project Manager
Lake County Department of Public Works
Engineering Division
slynch@lakecountyfl.gov

Cc: Fred Schneider, Public Works Director for Lake County
Jeff Earhart, Engineering Manager for Lake County
Tim McClendon, Planning Director for Lake County
Kandi Harper, Senior Planner for City of Leesburg



**CITY OF LEESBURG PLANNING & ZONING DIVISION
RECOMMENDATIONS**

DATE: December 16, 2021
OWNER: Windy Oaks LLC
PETITIONER: Macallan Acquisitions, LLC
PROJECT: Windy Oaks PUD
REQUEST: Planned Unit Development - Residential
CASE NO.: PUD-21-405

THE PLANNING & ZONING DIVISION RECOMMENDS:

APPROVAL of the request

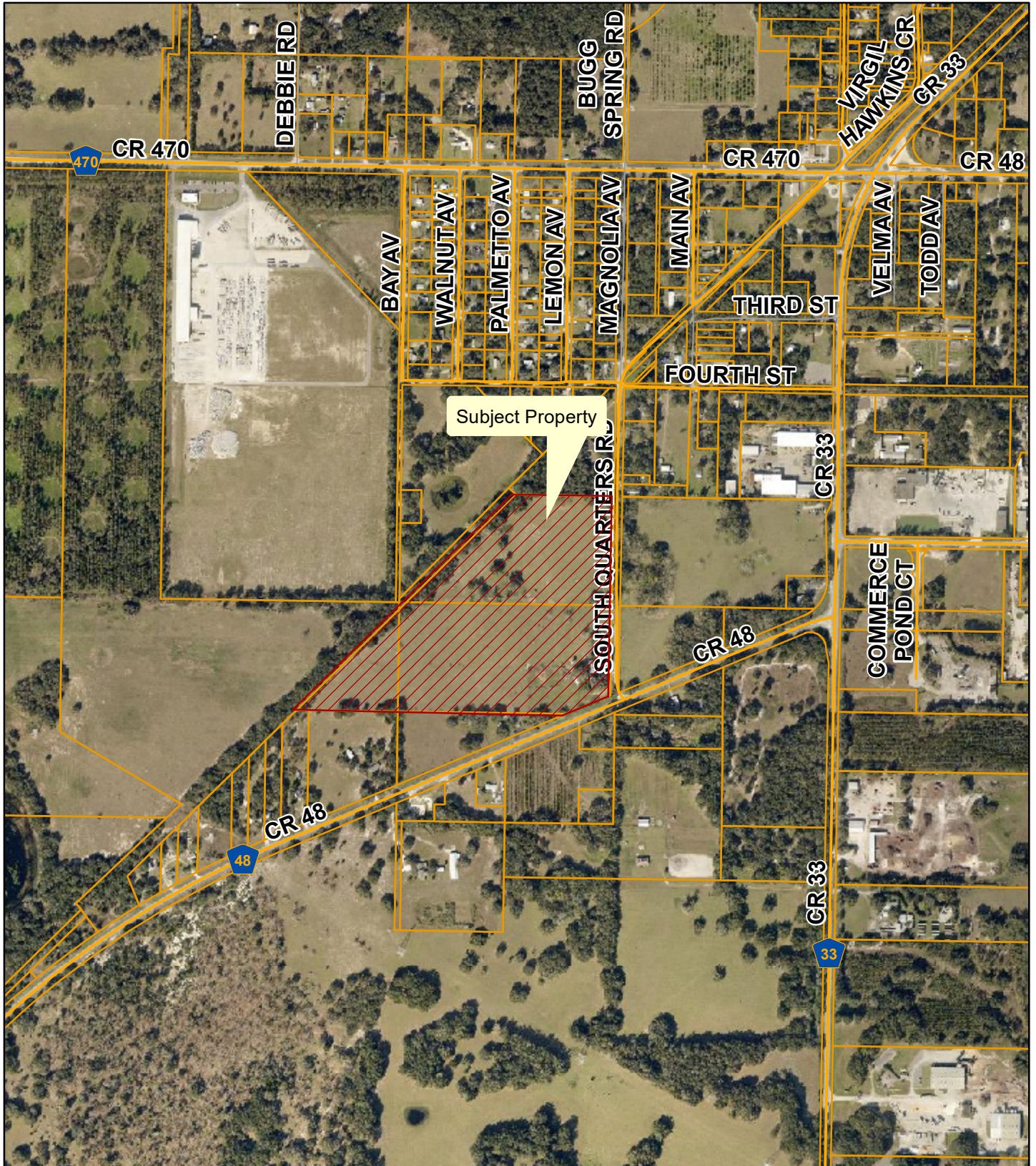
for the following reason(s):

1. The proposed request to rezone the subject property from PUD (Planned Unit Development) to PUD (Planned Unit Development) as conditioned, is compatible with the current surrounding zoning districts of Lake County A (Agriculture), and City of Leesburg PUD (Planned Unit Development) and M-1 (Industrial).
2. The proposed conditions of the attached PUD (Planned Unit Development) zoning are compatible with the existing Future Land Use designation of Neighborhood Mixed Use and the surrounding Future Land Use designations of Industrial, Neighborhood Mixed Use, and Lake County Urban Low Density.
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.

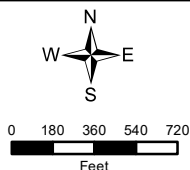
Action Requested:

1. Vote to approve the proposed rezoning from City of Leesburg PUD (Planned Unit Development) to City of Leesburg PUD (Planned Unit Development) with revised conditions and forward this recommendation to the City Commission for consideration.

Aerial

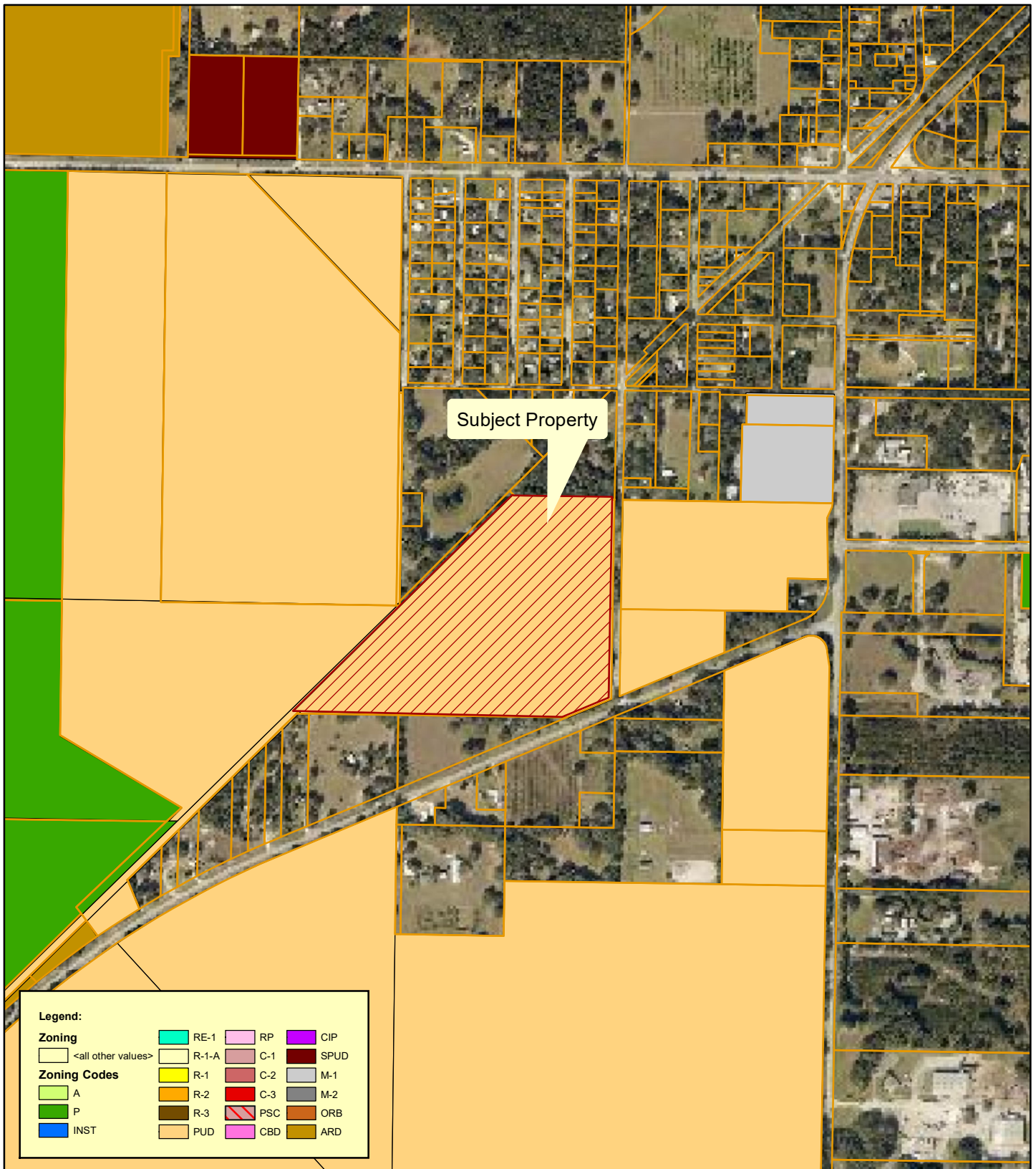


**Planning
& Zoning
Division**

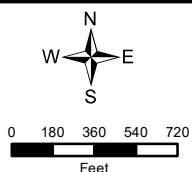


PUD-21-405
Windy Oaks PUD
AK#: Portion of 1295491; 1069556; 1206196
Section 15, 21 22, Township 20 South, Range 24 East
November 18, 2021

Zoning

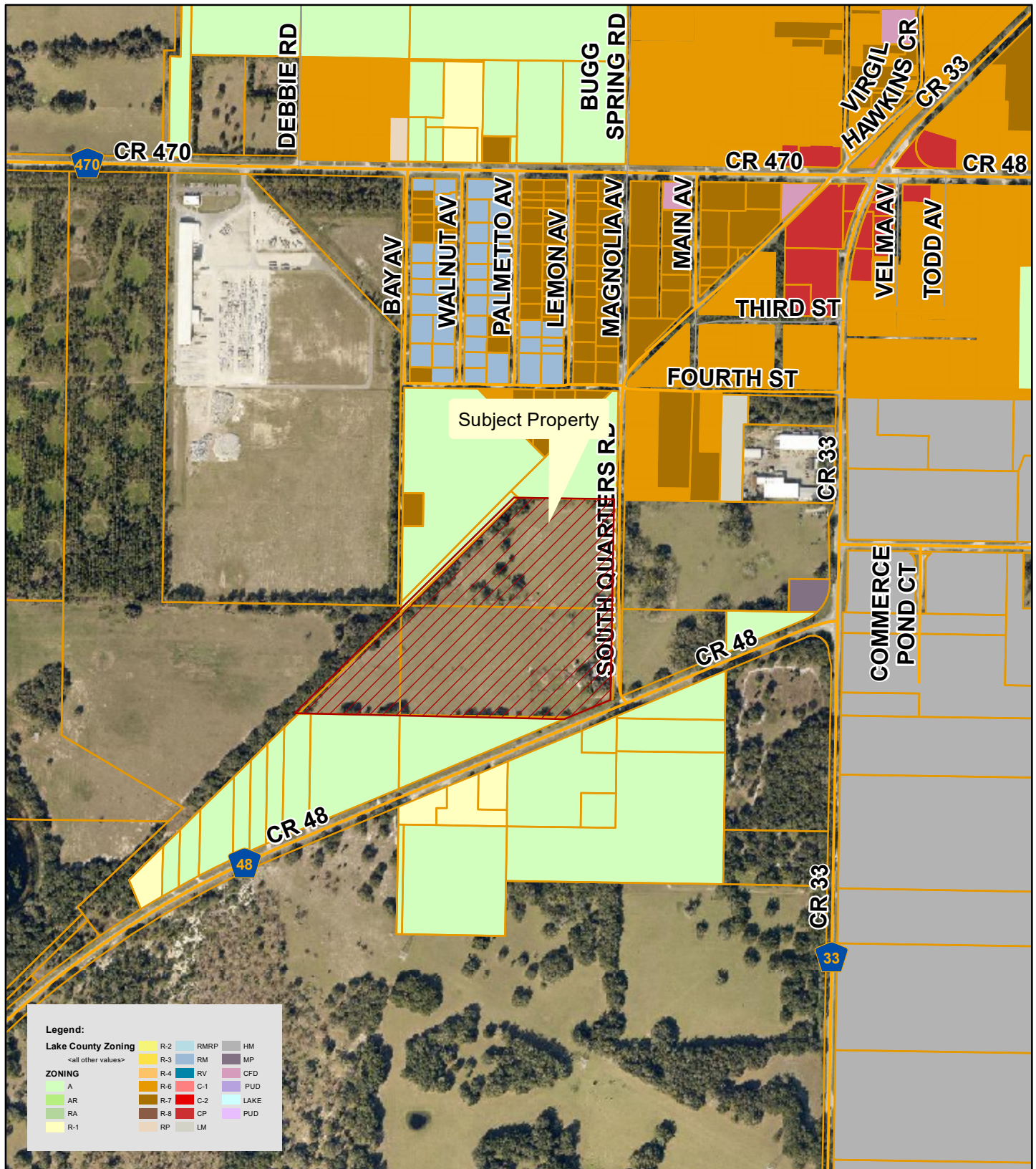


**Planning
& Zoning
Division**

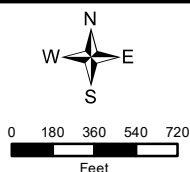


PUD-21-405
Windy Oaks PUD
AK#: Portion of 1295491; 1069556; 1206196
Section 15, 21 22, Township 20 South, Range 24 East
November 18, 2021

Lake County Zoning

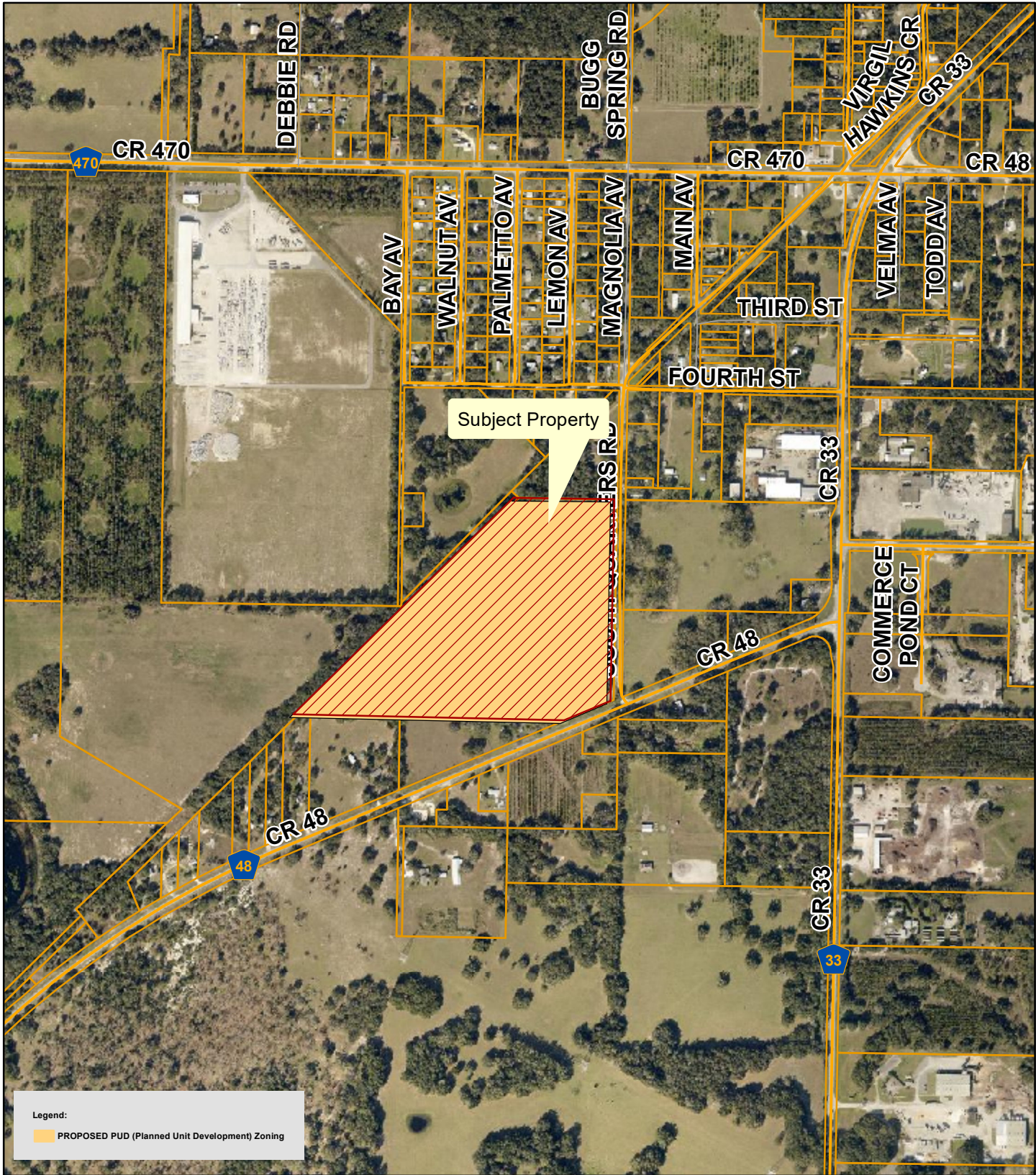


**Planning
& Zoning
Division**

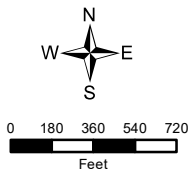


PUD-21-405
 Windy Oaks PUD
 AK#: Portion of 1295491; 1069556; 1206196
 Section 15, 21 22, Township 20 South, Range 24 East
 November 18, 2021

Proposed Zoning

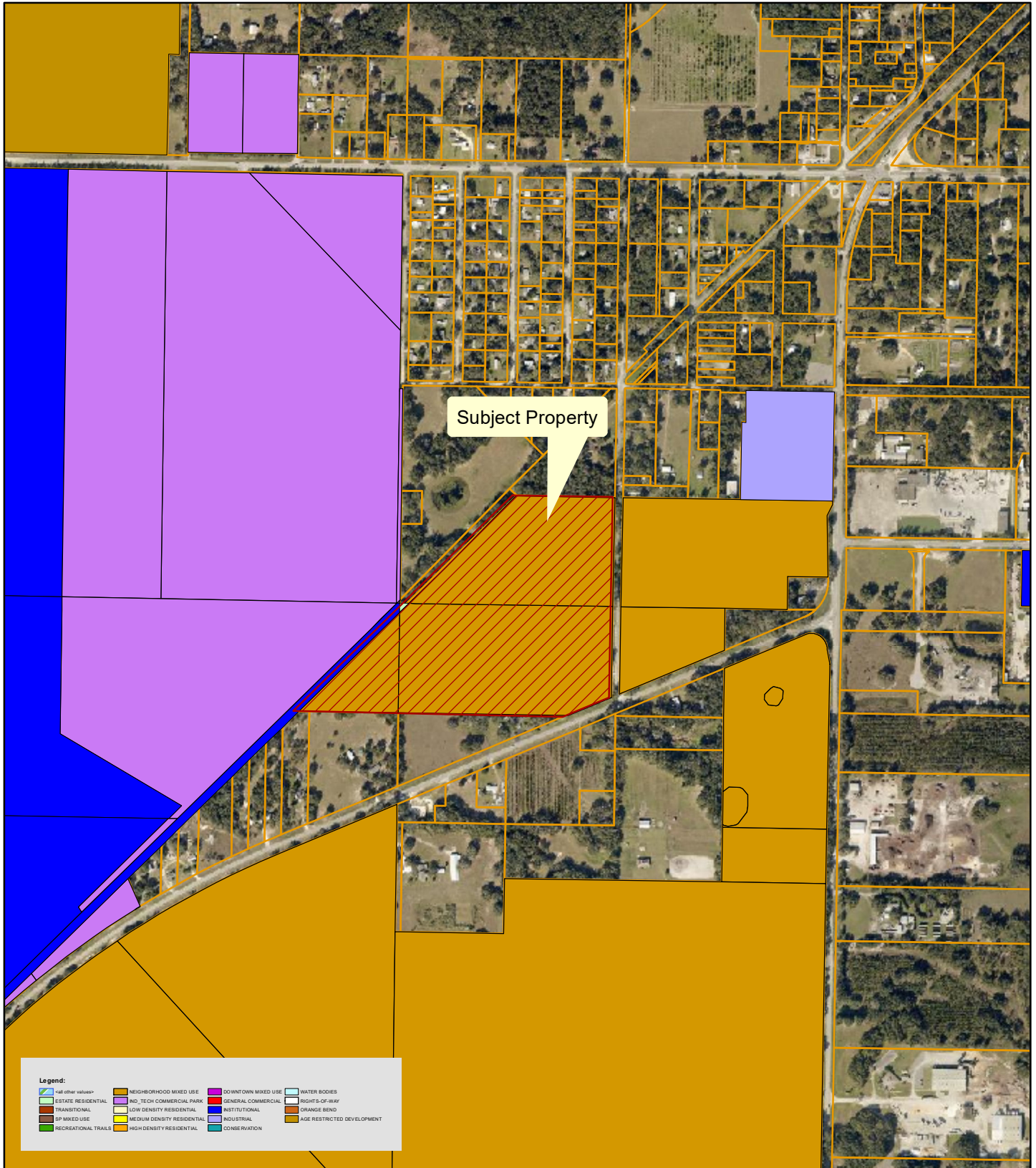


**Planning
& Zoning
Division**

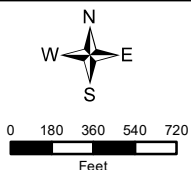


PUD-21-405
Windy Oaks PUD
AK#: Portion of 1295491; 1069556; 1206196
Section 15, 21 22, Township 20 South, Range 24 East
November 18, 2021

Future Land Use

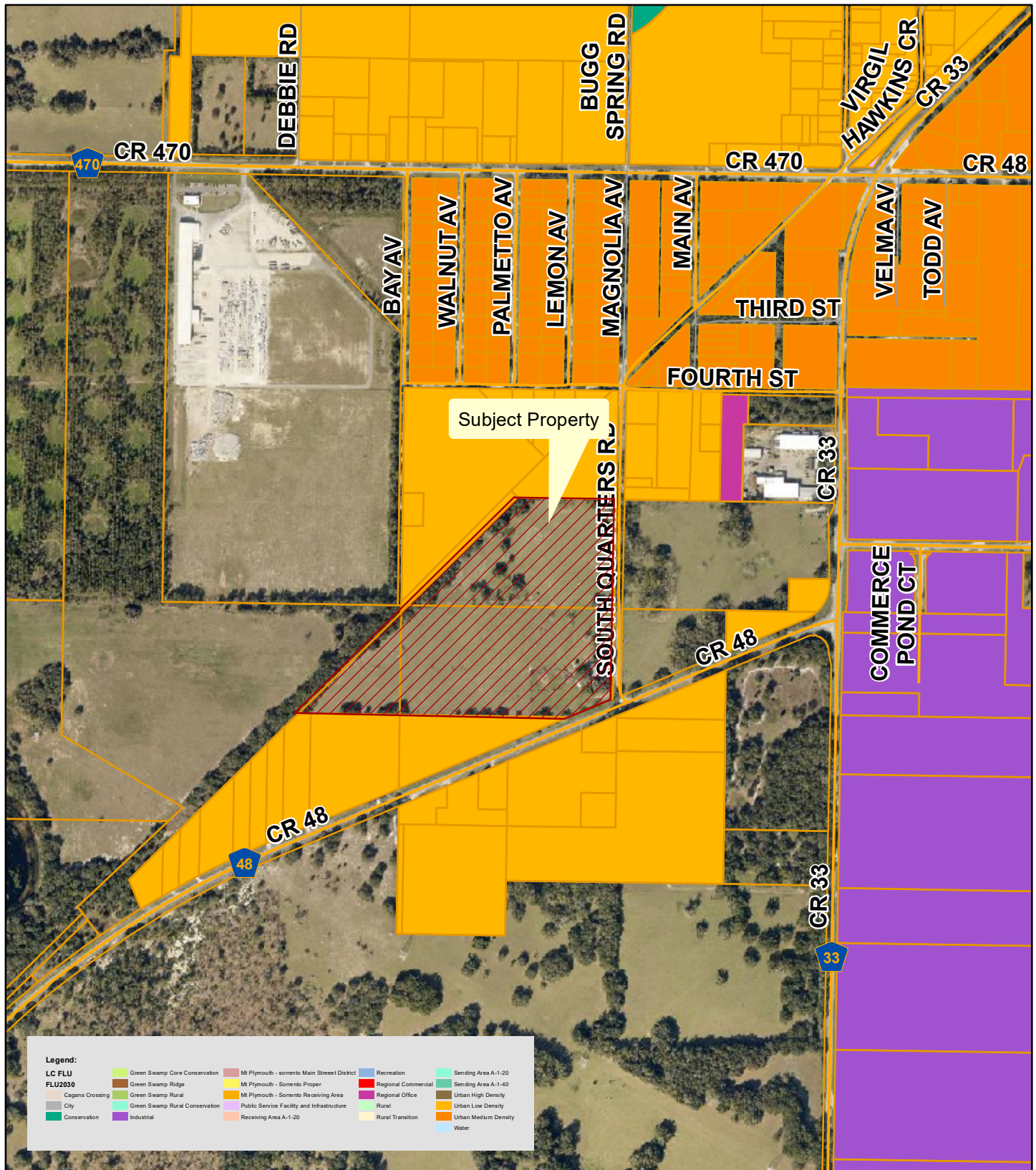


**Planning
& Zoning
Division**

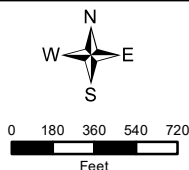


PUD-21-405
 Windy Oaks PUD
 AK#: Portion of 1295491; 1069556; 1206196
 Section 15, 21 22, Township 20 South, Range 24 East
 November 18, 2021

Lake County Future Land Use



**Planning
& Zoning
Division**



PUD-21-405
Windy Oaks PUD
AK#: Portion of 1295491; 1069556; 1206196
Section 15, 21 22, Township 20 South, Range 24 East
November 18, 2021

Surrounding Land Uses

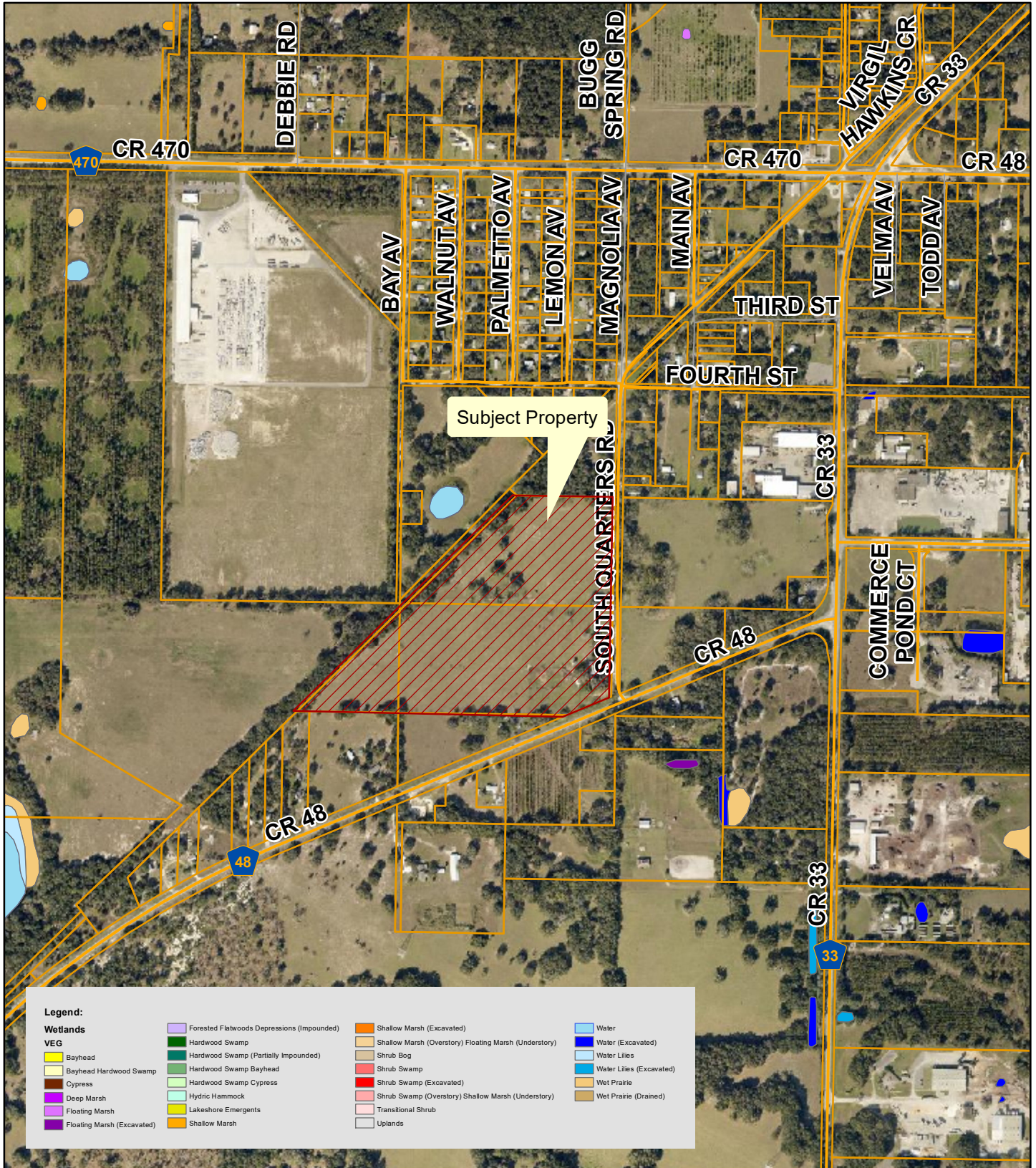


**Planning
& Zoning
Division**

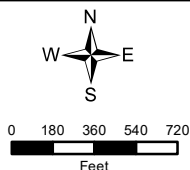


PUD-21-405
Windy Oaks PUD
AK#: Portion of 1295491; 1069556; 1206196
Section 15, 21 22, Township 20 South, Range 24 East
November 18, 2021

Wetlands



**Planning
& Zoning
Division**



PUD-21-405
Windy Oaks PUD
AK#: Portion of 1295491; 1069556; 1206196
Section 15, 21 22, Township 20 South, Range 24 East
November 18, 2021

Flood Zones



**Planning
& Zoning
Division**



0 180 360 540 720
Feet

PUD-21-405

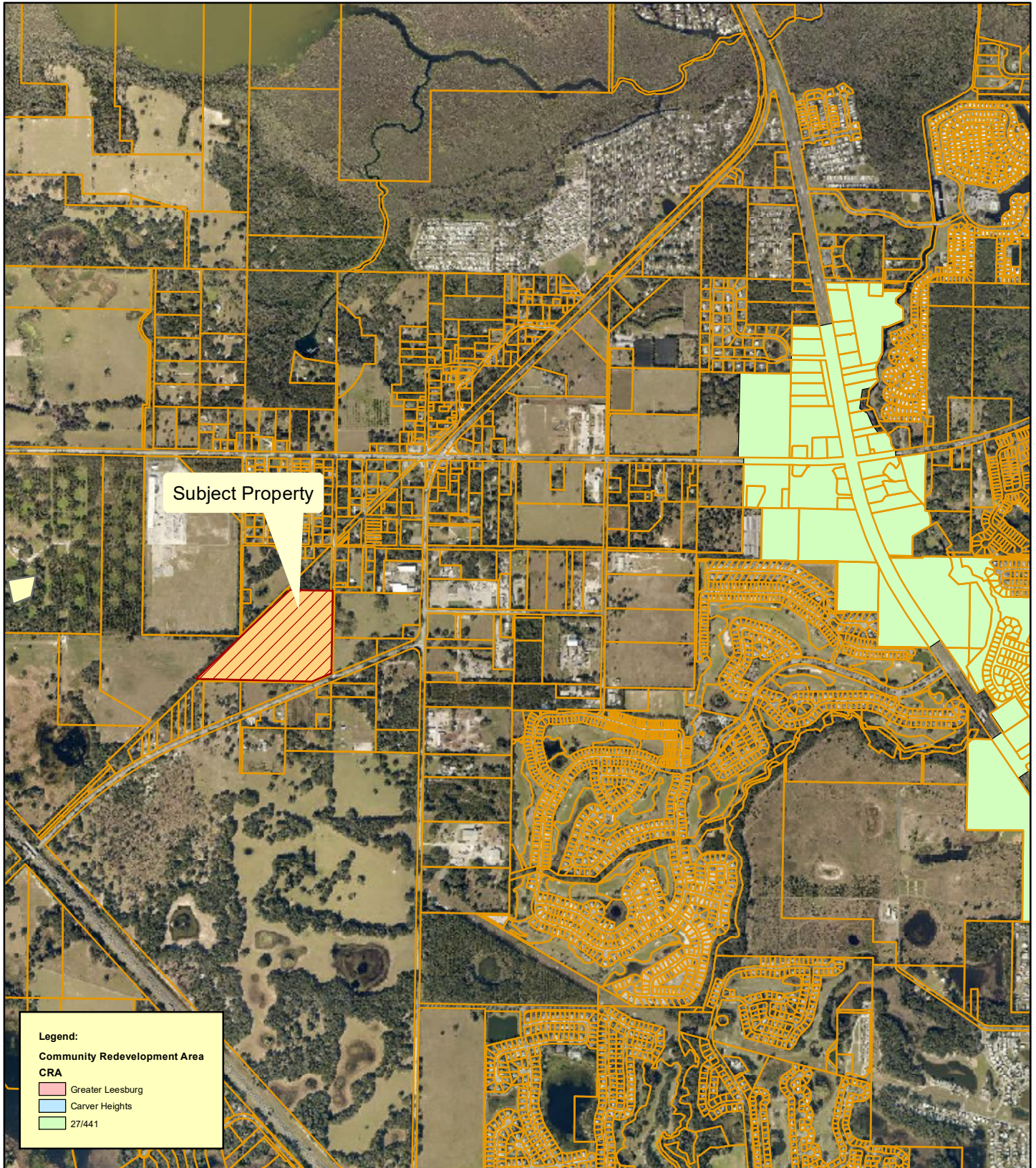
Windy Oaks PUD

AK#: Portion of 1295491; 1069556; 1206196

Section 15, 21 22, Township 20 South, Range 24 East

November 18, 2021

Community Redevelopment Area



**Planning
& Zoning
Division**



0 430 860 1,290 1,720
Feet

PUD-21-405

Windy Oaks PUD

AK#: Portion of 1295491; 1069556; 1206196

Section 15, 21 22, Township 20 South, Range 24 East

November 18, 2021



Sign posting. Picture taken from County Road 48 looking north west into the property.



Picture taken from County Road 48 right-of-way looking north east from sign posting.



Picture taken from County Road 48 right-of-way looking south.



Picture taken from sign posting looking south west along County Road right-of-way.



Sign posting on South Quarters Road looking west into the property.



Picture taken from sign posting looking north along South Quarters Road right-of-way.



Picture taken from sign posting looking east across South Quarters Road right-of-way.



Picture taken from sign posting looking south along South Quarters Road right-of-way.

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.A.4.

Meeting Date: February 28, 2022

From: Dan Miller, (Planning and Zoning Director)

Subject: An Ordinance of the City of Leesburg, Florida, amending Section 25-330, Code of Ordinances, to allow six-foot fences in side yards, subject to application of the 25-foot clear site triangle; and providing an effective date. (Fence Height on Corner Lots)

Staff Recommendation:

Planning and Zoning Staff and Planning Commission recommend approval of the request to amend Section 25-330, Code of Ordinances, to allow six-foot fences in side yards, subject to application of the 25-foot clear site triangle.

Analysis:

The City of Leesburg Code of Ordinances contains provisions for appropriate locations and heights for fences in residential districts. In residential zoning districts the maximum height is six (6) feet, which is appropriate for residentially developed areas.

Under the current code, corner lots, i.e. lots that have both front yard and side yard street frontage, are permitted to have only a four-foot fence on the street side. The specific application of this requirement has resulted in an increase in the need for variances to allow the standard six-foot height on corner lots. As variances can be expensive and consume considerable staff time while not providing a benefit to the city or homeowner, staff is respectfully requesting an amendment to the code. This ordinance will be effective for PUD zoning only.

The Planning Commission held a public hearing on October 21, 2021, and by a vote of 7-0 recommended approval.

Procurement Analysis:

N/A

Options:

1. Approve the proposal to amend Section 25-330, Code of Ordinances; or
2. Other such action as the Commission may deem appropriate.

Fiscal Impact:

Approval of this ordinance will have no fiscal impact.

Submission Date and Time:

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, AMENDING
SECTION 25-330, CODE OF ORDINANCES, TO ALLOW SIX-FOOT FENCES
IN SIDE YARDS, SUBJECT TO APPLICATION OF THE 25-FOOT CLEAR
SITE TRIANGLE; AND PROVIDING AN EFFECTIVE DATE. (FENCE
HEIGHT ON CORNER LOTS)**

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

Section 1.

Chapter 25 - Section 25-330. Garden walls, fences, and hedges.

The Code of Ordinances of the City of Leesburg, Florida, Chapter 25 – Section 25-330, is hereby amended as follows:

(3) *Side yard of corner lot in a standard residential district.* All garden walls, fences, or hedges located in the side-yard abutting the secondary street of a corner lot must not exceed (4) feet in height.
a. Side yard of corner lot in Planned Residential Zoning Districts. Garden walls, fences or hedges located outside of the clear site visibility triangle, as described in Sec. 25-280(4), must not exceed six (6) feet in height.

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 28th day of February 2022.

THE CITY OF LEESBURG, FLORIDA

Mayor

ATTEST:

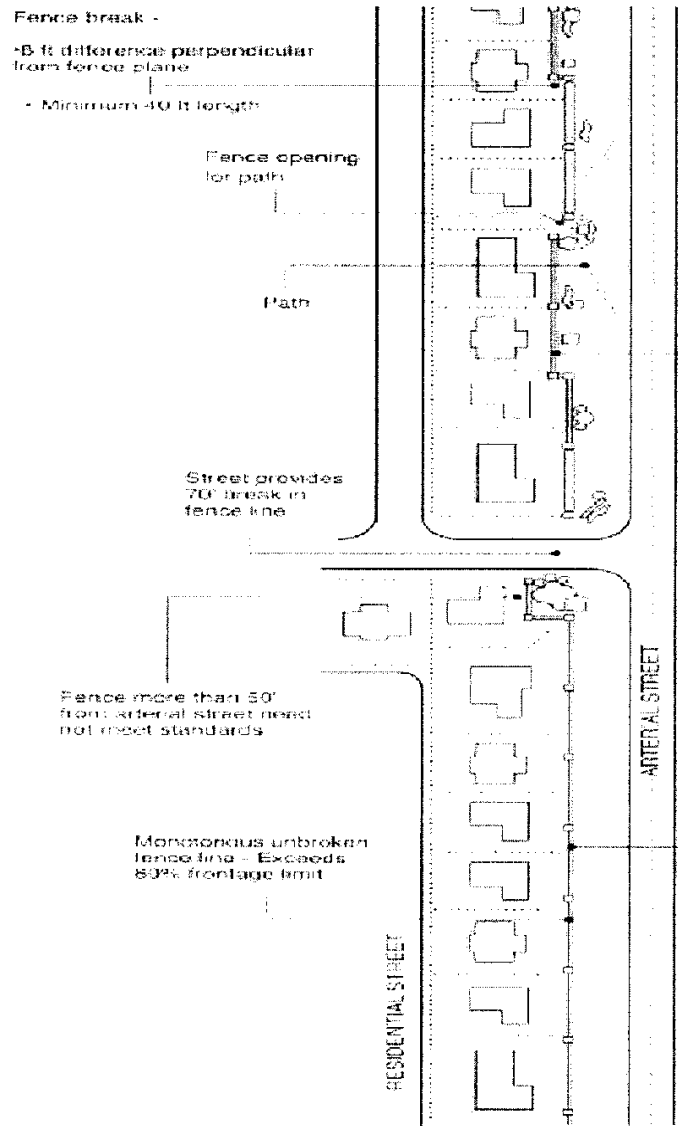
City Clerk

EXHIBIT A

Sec. 25-330. Garden walls, fences, and hedges.

All garden walls, fences or hedges located or constructed within the required yard area shall conform to the following regulations, except where special requirements are set forth for specific screening purposes elsewhere in this article.

- (1) *Front yard in a residential district.* All garden walls, fences or hedges located within the required front yard shall not exceed four (4) feet in height.
- (2) *Side and rear yards in a residential district.* All garden walls, fences or hedges located within the required side or rear yards shall not exceed six (6) feet in height.
- (3) *Side yard of corner lot in a standard residential district.* All garden walls, fences, or hedges located in the side-yard abutting the secondary street of a corner lot must not exceed (4) feet in height.
a. Side yard of corner lot in Planned Residential Zoning Districts. Garden walls, fences or hedges located outside of the clear site visibility triangle, as described in Sec. 25-280(4), must not exceed six (6) feet in height.
- (4) *Rear yard abutting water in a residential district.* All garden walls, fences, or hedges located in the required rear yard abutting a body of water shall not exceed four (4) feet in height.
- (5) *Commercial and industrial districts.* All garden walls, fences, or hedges located in a commercial or industrial district shall not exceed eight (8) feet in height and must be constructed to allow an unobstructed view of the front yard of the property from adjacent property or a public street.
- (6) *Perimeter fences and walls along collector or arterial street.* All perimeter fences and walls located adjacent to these streets shall meet the following requirements:
 - a. No more than sixty (60) percent of the street frontage may be occupied by the fence or wall; and
 - b. The required forty (40) percent openings in the fence or wall frontage may occur to provide exposure for intersecting streets, pedestrian entryways, parks or open space, or any non-walled or non-fenced land use (e.g., a church or school). Fences or walls that have a surface area that is twenty-five (25) percent or less opaque, hedges and screens composed of living plant material, or any land use with a wall or fence lower than forty-two (42) inches may count toward the forty (40) percent requirement. Treatments should emphasize the incorporation of berms and landscape materials.
 - c. A break in the length of the wall or fence shall be required every forty (40) feet in length (measured parallel to the street), at least eight (8) feet wide (measured perpendicular to the street), and is landscaped with at least one (1) tree and one (1) row of shrubs for each forty (40) feet in length. Landscaping shall incorporate species with seasonal color and plant variety and shall be in addition to any other landscaping required in this Code.



- (7) *Transition yard screening requirements.* Where a residential district abuts a nonresidential district, there shall be provided, by the nonresidential development, an opaque screen adequate to conceal such developments from the adjacent residential property. Such screen must be the maximum height, which is allowed elsewhere in this chapter. No such screen shall be required in the front yard of the nonresidential development.
- (8) *Use of barbed wire.* No fence shall be maintained or constructed, in whole or in part, of barbed wire, unless it is in an M-1 or M-2 (industrial) district, or an approved A (agricultural) district use, unless it is specifically allowed in a conditional use permit or a planned district within another zoning classification, based on the necessity of barbed wire for the particular use permitted by the conditional use, or unless it is in conjunction with either (1) a use by a public body, or (2) bona fide commercial agricultural pursuits lawfully being carried on in the particular zoning district involved.
- (9) *General regulations.* The following regulations shall apply to fences in all zoning districts or as specified.



Homeowners and occupants are responsible for ensuring the proper maintenance of fence structures. This includes the repair/replacement of all posts, gates, and other structural elements, and ensuring your fence is properly painted.

(Ord. No. 11-89, § I, 9-26-11)

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.A.5.

Meeting Date: February 28, 2022

From: Dan Miller, (Planning and Zoning Director)

Subject: An Ordinance of the City of Leesburg, Florida, adding a Planned Development Overlay to the existing M-1 (Industrial) zoning to allow educational facilities and to request a waiver from Section 25-282(A)(1) PDO Five Acre Minimum Requirement for a property located south of Dr. Martin Luther King, Jr. Boulevard and on the east side of Thomas Avenue, as legally described in Section 15, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date. (Inspire Learning Academy PDO)

Staff Recommendation:

Planning and Zoning Staff and Planning Commission recommend approval of the request to add a Planned Development Overlay to the existing M-1 (Industrial) zoning to allow education facilities and to request a waiver from Section 25-282(A)(1) PDO Five Acre Minimum Requirement.

Analysis:

The project site is south of Dr. Martin Luther King, Jr. Boulevard and on the east side of Thomas Avenue as shown on the attached maps. At this time, the property is being used for offices. The proposal will allow for an education facility. The existing land uses surrounding the property are vacant commercial, mini-warehouse, light manufacturing, vacant government county, and rental manufactured home park. City of Leesburg utilities are available nearby.

The Planning Commission held a public hearing on the application on October 21st, 2021 and recommended approval.

Procurement Analysis:

N/A

Options:

1. Approve adding a Planned Development Overlay to the existing M-1 (Industrial) zoning; or
2. Other such action as the Commission may deem appropriate.

Fiscal Impact:

Allowing this Planned Development Overlay on this site will allow the creation of a small positive fiscal impact on the City of Leesburg in the form of utility fees plus ad valorem taxes.

Submission Date and Time:

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, ADDING A
PLANNED DEVELOPMENT OVERLAY TO THE EXISTING M-1
(INDUSTRIAL) ZONING TO ALLOW EDUCATIONAL FACILITIES AND TO
REQUEST A WAIVER FROM SECTION 25-282(A)(1) PDO FIVE ACRE
MINIMUM REQUIREMENT FOR A PROPERTY LOCATED SOUTH OF DR.
MARTIN LUTHER KING, JR. BOULEVARD AND ON THE EAST SIDE OF
THOMAS AVENUE, AS LEGALLY DESCRIBED IN SECTION 15, TOWNSHIP
19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING
AN EFFECTIVE DATE. (INSPIRE LEARNING ACADEMY PDO)**

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

Section 1.

Based upon the petition of Stacie Smith, (Dan Tatro, agent) 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 have added a Planned Development Overlay, to-wit:

(Legal Description)
(See Exhibit A)

Section 2.

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

PASSED AND ADOPTED at the regular meeting of the City Commission of the City of Leesburg, Florida, held on the 28th day of February 2022.

THE CITY OF LEESBURG, FLORIDA

Mayor

ATTEST:

City Clerk

Exhibit A

Lot 12, GREENLEAF BUSINESS CENTRE, a subdivision according to the plat thereof recorded at Plat Book 58, Pages 42 and 43, in the Public Records of Lake County, Florida.

**INSPIRE LEARNING ACADEMY (North Campus)
PLANNED DEVELOPMENT OVERLAY CONDITIONS
In an M-1 (Industrial) Zoning District
October 21, 2021**

These Planned Development Conditions for a **PDO (Planned Development Overlay)** District are granted by the City of Leesburg, Florida to **8315 BROADWAY, LLC, whose address is 83-22 Donagan Avenue, Elmhurst, New York 11373 "Permittee" (Stacie Smith, 2907 Etonah Park Boulevard, Tavares, Florida 32778, Petitioner)** for the purposes, terms and conditions set forth herein pursuant to authority contained in Chapter 25 "Zoning", Section 25-278 *Planned Development Process* of the City of Leesburg Code of Ordinances, as amended.

BACKGROUND

The "Permittee" has submitted an application to request a PDO (Planned Development Overlay) zoning district on an approximately 2.61-acre site within the City of Leesburg in accordance with their Planned Development Overlay application and supplemental information. The property is currently zoned **M-1 (Industrial)**. The property has one 19,278 square foot building, formerly used for the Florida Department of Revenue. The purpose is to utilize the property for a private school. At present, the applicant plans to use approximately 10,118 square feet of the building for this purpose.

PURPOSE

The purpose of this document is to provide appropriate zoning standards to maintain a high quality built environment through the application of flexible and diversified land use and development requirements. The request is to add a PDO (Planned Development Overlay) on an existing **M-1 (Industrial)** zoning district to allow a private school of approximately as a permitted use on the property.

1. PERMISSION

Permission is hereby granted to the **8315 BROADWAY, LLC, whose address is 83-22 Donagan Avenue, Elmhurst, New York 11373 "Permittee" (Stacie Smith, 2907 Etonah Park Boulevard, Tavares, Florida 32778, Petitioner)** to operate and maintain a PDO (Planned Development Overlay) in and on real property in the City of Leesburg, subject the conditions described in this document. The property is generally located on the east side of Thomas Avenue, south of Dr. Martin Luther King Jr. Boulevard, and is more particularly described as shown in the attached legal description below.

2. LEGAL DESCRIPTION

See attached legal Exhibit "B"

3. LAND USES

The above-described property shall be used for M-1 (Industrial) uses with a PDO (Planned Development Overlay) as limited herein, and pursuant to City of Leesburg development codes and standards.

A. Uses

- 1) Uses shall be those listed as permitted uses in this document and shall occupy the approximate area as shown on the Conceptual Site Plan, Exhibit C.

- 2) Permitted uses:
 - a. Uses which are permitted within the current zoning district, subject to site review
 - b. Private schools and educational uses
 - c. Day Care
 - d. Office uses, including general, professional and medical;
 - e. Houses of worship
 - d. Other similar uses, subject to review and approval by the by the Planning and Zoning Manager.
- 3) Uses prohibited shall be as follows:
 - a. All other uses not specifically approved herein or under the M-1(Industrial) zoning district.

4. SITE ACCESS

- A. Prior to implementation of these conditions, any new access points shall be subject to permitting through the City of Leesburg, Lake County or the Florida Department of Transportation as required by law.

5. DEVELOPMENT STANDARDS AND OPERATIONS

- A. The minimum development standards shall be those required for the M-1(Industrial) zoning district except as amended by these conditions, which may limit the permitted uses based on site plan and parking requirements.
- B. Minimum building setbacks shall be as shown in the M-1(Industrial) zoning district. Existing structures shall not be required to be removed or renovated to meet the intent of this document.
- C. Maximum building height shall be as shown in the M-1(Industrial) zoning district.
- D. Impervious surface of the lot shall not exceed 80% of the total lot area. Minimum open space shall be 20% of the total lot area. Retention and landscape areas may be counted as pervious space.
- E. All signs placed or constructed on the property shall comply with *Article VI- Sign Regulations, Section 25-421 through Section 25-426*, City of Leesburg Code of Ordinances, as amended.

6. PARKING

- A. Adequate parking for each use approved shall be provided in accordance with Section 25-361, *Requirements for on-site traffic flow and parking*, City of Leesburg Code of Ordinances, as amended. Parking requirements may limit the permitted uses on the subject property.
- B. Parking standards may be adjusted by the Community Development Director or designee, to allow for various space sizes, numbers and locations, based on site plan review.

7. WETLANDS

- A. No wetlands appear to exist on the subject property. Should wetlands be determined to exist on the site, the following requirements shall apply. Prior to disturbance or development of any wetland area, the "Permittee" shall submit and receive approval from all affected governmental agencies to include, but not limited to, St. John's River Water Management District and the State of Florida Department of Environmental Regulation. Any notice of violation from any affected agency shall be cause for a cease and desist order on permits issued by the City of Leesburg until such time as the violation has been resolved with the appropriate agency(s).

8. DRAINAGE/UTILITIES/PERMITTING

- A. Prior to receiving Final Development Plan Approval, the "Permittee" shall submit, if applicable, a Site Development Plan and Utility Implementation Plan acceptable to the City of Leesburg through the Site Plan Review process. Prior to construction, removal, renovation or demolition on the site, the permittee shall provide:
- 1) A detailed site plan demonstrating no direct discharge of stormwater runoff generated by the development into any natural surface waters or onto adjacent properties.
 - 2) A detailed site plan indicating all provisions for electric, water, sewer, and natural gas in accordance with the site plan review process as required by the City of Leesburg Code of Ordinances.

9. TRANSPORTATION

- A. Any future transportation improvements needed for redevelopment of the property may be subject to a current traffic analysis and shall be contingent upon Site Plan approval of the project site by City staff during the development review and permitting process. All such improvements shall comply with regulations of the City of Leesburg, Lake County, Lake-Sumter MPO, and/or the Florida Department of Transportation as applicable.
- B. The Permittee shall be responsible for obtaining all necessary Lake County and City of Leesburg permits for future development of the project site and a copy of all permits shall be provided to the City of Leesburg prior to construction plan approval.
- C. A waiver from the traffic requirements may be acquired through the development review process if the project meets thresholds established by the Lake-Sumter MPO (Metropolitan Planning Organization).

10. LANDSCAPING AND BUFFER REQUIREMENTS

- A. General landscape and buffer requirements
1. If required by any new development on the property, a master landscape plan shall be submitted during the Site Plan Review Process for review by City staff. This plan shall show all buffer/boundary areas, parking lots, access points and new construction, and shall be reviewed for consistency with this Planned Development Overlay document and City of Leesburg landscape code requirements.
 2. If required by any new development, all landscaped areas shall be designed to meet Section 25-337, Waterwise and Florida Friendly Landscaping, City of Leesburg Code of Ordinances.
 3. All required landscaping and buffering shall be constructed in accordance with regulations contained within the City of Leesburg Code of Ordinances,
- B. Landscaping-site specific
1. All new building construction shall comply with Section 25-329 *Landscape Buffer Requirements*, City of Leesburg Code of Ordinances, for landscaping around building areas, including a five (5) foot landscape buffer around the building perimeter, and a five (5) foot landscape buffer along the nearest street.

- C. Variations to Landscape Requirements
 - 1. Variations to the landscape requirements of this document may be approved by the Planning and Zoning Manager as long as the intent of the landscaping section of this PDO (Planned Development Overlay) document is maintained.

11. MAINTENANCE

- A. With the exception of public utilities and sidewalks, maintenance of all site improvements, including but not limited to drives, internal sidewalks, landscaping and stormwater retention/drainage shall be the responsibility of the owner.

12. MISCELLANEOUS CONDITIONS

- A. The uses of the proposed project shall only be those uses identified in these approved Planned Development Overlay Conditions, or as set forth in the underlying zoning district. Any other proposed use must be specifically authorized through rezoning the property, or 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 Code of Ordinances.
- C. Construction and operation of the proposed use(s) shall at all times comply with 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 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 this agreement as established herein 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 Planned Development Overlay 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 herein set out.
- F. The granting of this Planned Development Overlay does not exempt the applicant from any other applicable regulations of the City of Leesburg and other governmental agencies and assessment of impact fees as required by ordinance.

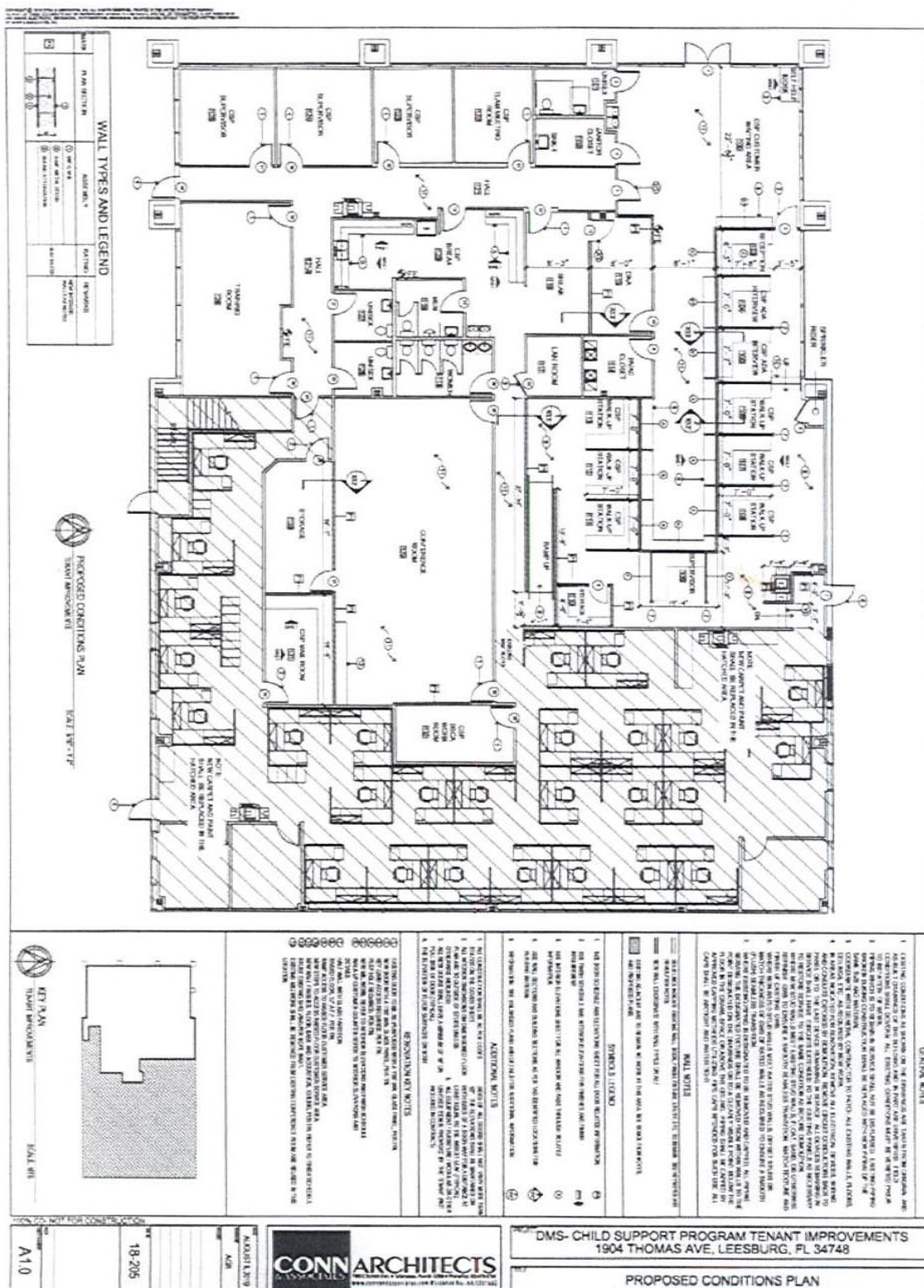
13. LEVELS OF SERVICE

As submitted, the proposed zoning change does not appear to result in demands on public facilities which would exceed the current capacity of some public facilities, such as, but not limited to roads, sewage, water supply, drainage, solid waste, parks and recreation, schools and emergency medical facilities. However, no final development order (building permits) shall be granted for a proposed development or redevelopment 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.

LEGAL DESCRIPTION
PUD 21-318

EXHIBIT B
(from warranty deed)

Lot 12, GREENLEAF BUSINESS CENTRE, a subdivision according to the plat thereof recorded at Plat Book 58, Pages 42 and 43, in the Public Records of Lake County, Florida.



OVERALL SITE PLAN

EXHIBIT D



Property Photos



Property Photos



Property Photos



Property Photos



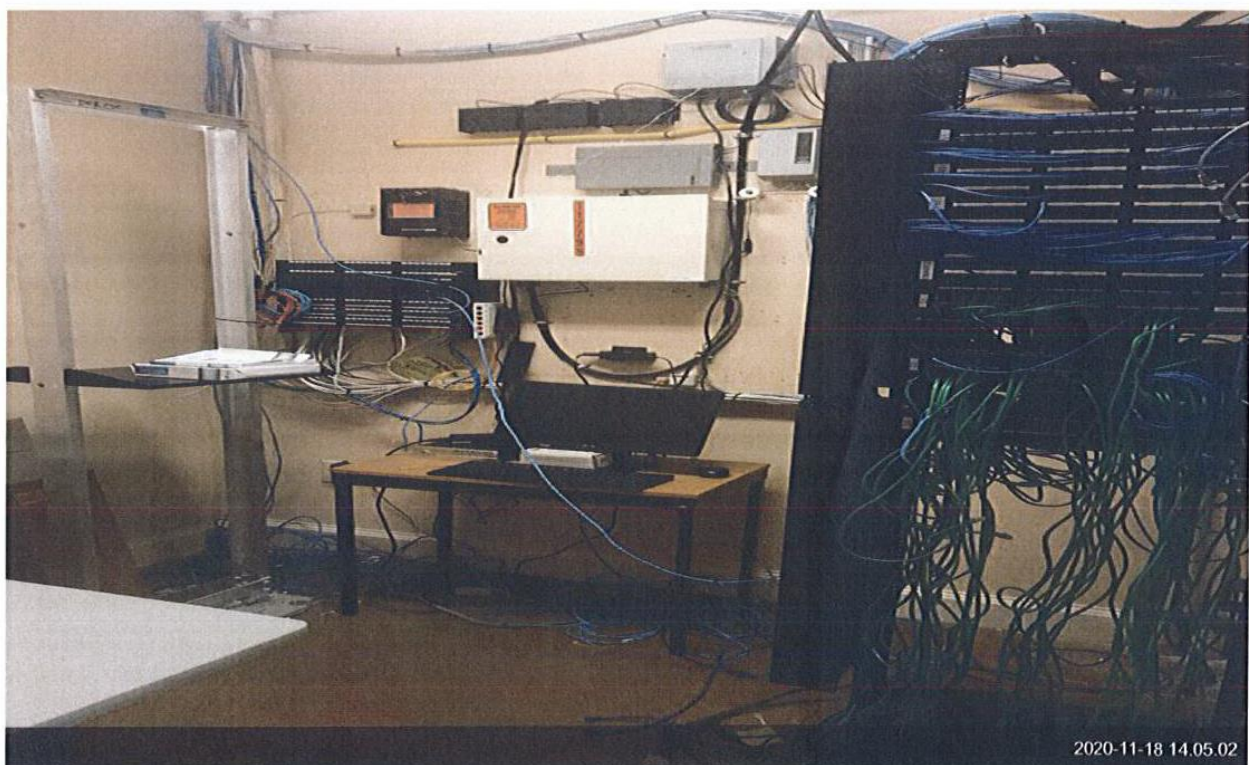
Property Photos



Property Photos



Property Photos



Property Photos



Property Photos





**CITY OF LEESBURG PLANNING & ZONING DIVISION
RECOMMENDATIONS**

DATE: October 21, 2021
OWNER: 8315 Broadway, LLC
PETITIONER: Stacie Smith
PROJECT: Inspire Learning Academy – North Campus
REQUEST: PDO (Planned Development Overlay)
CASE NO.: PUD-21-318

THE PLANNING & ZONING DIVISION RECOMMENDS:

APPROVAL of the request

for the following reason(s):

1. The proposed request is compatible with the current surrounding zoning districts of City of Leesburg C-3 (Highway Commercial), M-1 (industrial), and R-3 (High Density Residential).
2. The proposed request is compatible with the adjacent future land use designations of City of Leesburg General Commercial, Industrial and High Density 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 request to add a Planned Development Overlay District to the property for a school use, and forward the recommendation to the City Commission for consideration.

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

DATE: October 21, 2021
OWNER: 8315 Broadway, LLC
PETITIONER: Stacie Smith
PROJECT: Inspire Learning Academy – North Campus
REQUEST: PDO (Planned Development Overlay)
CASE NO.: PUD-21-318

THE FOLLOWING COMMENTS RECEIVED FROM EACH DEPARTMENT:

POLICE

No comments received as of 10/15/21

FIRE

No comments from the Fire Department. Amanda Stevenson 10/15/21

ELECTRIC

Electric has no objections. Steve Davis 10/4/21

GAS

No comments received as of 10/15/21

GIS

GIS has no comments. Tammy Magamoll 10/4/21

BUILDING

No comments received as of 10/15/21

PUBLIC WORKS

Public Works has no issues with this proposal! Clifford Kelsey 10/5/21

ADDRESSING

No comments received as of 10/15/21

ECONOMIC DEVELOPMENT

No comments received as of 10/15/21

LAKE COUNTY PUBLIC WORKS

No comments received as of 10/15/21

LAKE COUNTY SCHOOLS

The school district does not have any comment(s) for the Planned Overlay District for a private educational

facility. Helen LaValley 10/11/21

PUBLIC RESPONSES

Approval

2 approvals

Disapproval

No comments received as of 10/15/21

No comment

Notice of Appearance filed:

PUBLIC COMMENTS (APPROVAL WITH REQUESTS)

PUBLIC COMMENTS (DISAPPROVAL)

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

DATE: October 21, 2021
OWNER: 8315 Broadway, LLC
PETITIONER: Stacie Smith
PROJECT: Inspire Learning Academy – North Campus
REQUEST: PDO (Planned Development Overlay)
CASE NO.: PUD-21-318

GENERAL LOCATION: South of Dr. Martin Luther King Jr. Boulevard and on the east side of Thomas Avenue.

FUTURE LAND USE DESIGNATION: Industrial

SURROUNDING FUTURE LAND USE DESIGNATION:

North – General Commercial
South – Industrial
East – Industrial
West – Industrial and High Density Residential

PROPOSED FUTURE LAND USE DESIGNATION: N/A

EXISTING ZONING DESIGNATION: M-1 (Industrial)

SURROUNDING ZONING DESIGNATIONS:

North – C-3 (Highway Commercial)
South – M-1 (industrial)
East – M-1 (Industrial)
West – M-1 (industrial) and R-3 (High Density Residential)

PROPOSED ZONING DESIGNATION: N/A

EXISTING LAND USE: Office 1 Story

SURROUNDING EXISTING LAND USE:

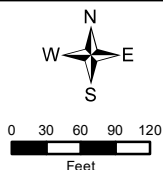
North – Vacant Commercial
South – Mini-warehouse and Light Manufacturing
East – Common Area/WRA and Warehousing
West – Vacant Government County and Rental Manufactured Home Park

PROPOSED LAND USE: Educational Facility

Aerial

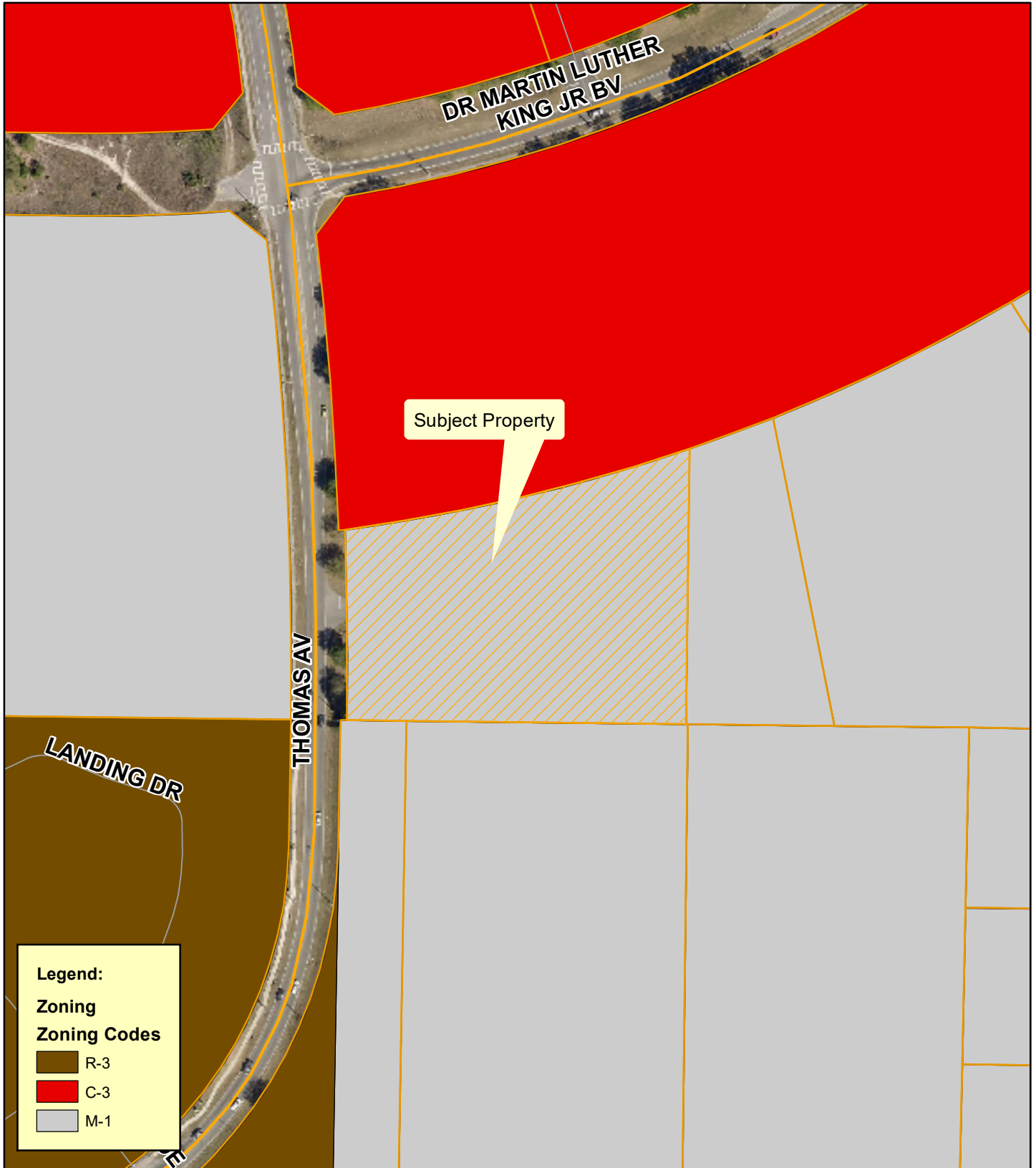


**Planning
& Zoning
Division**

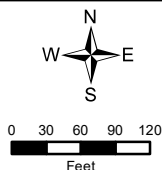


PUD-21-318
Inspire Learning Academy - North Campus Planned Development Overlay
AK #3850785
Section 15, Township 19 South, Range 24 East
September 13, 2021

Zoning

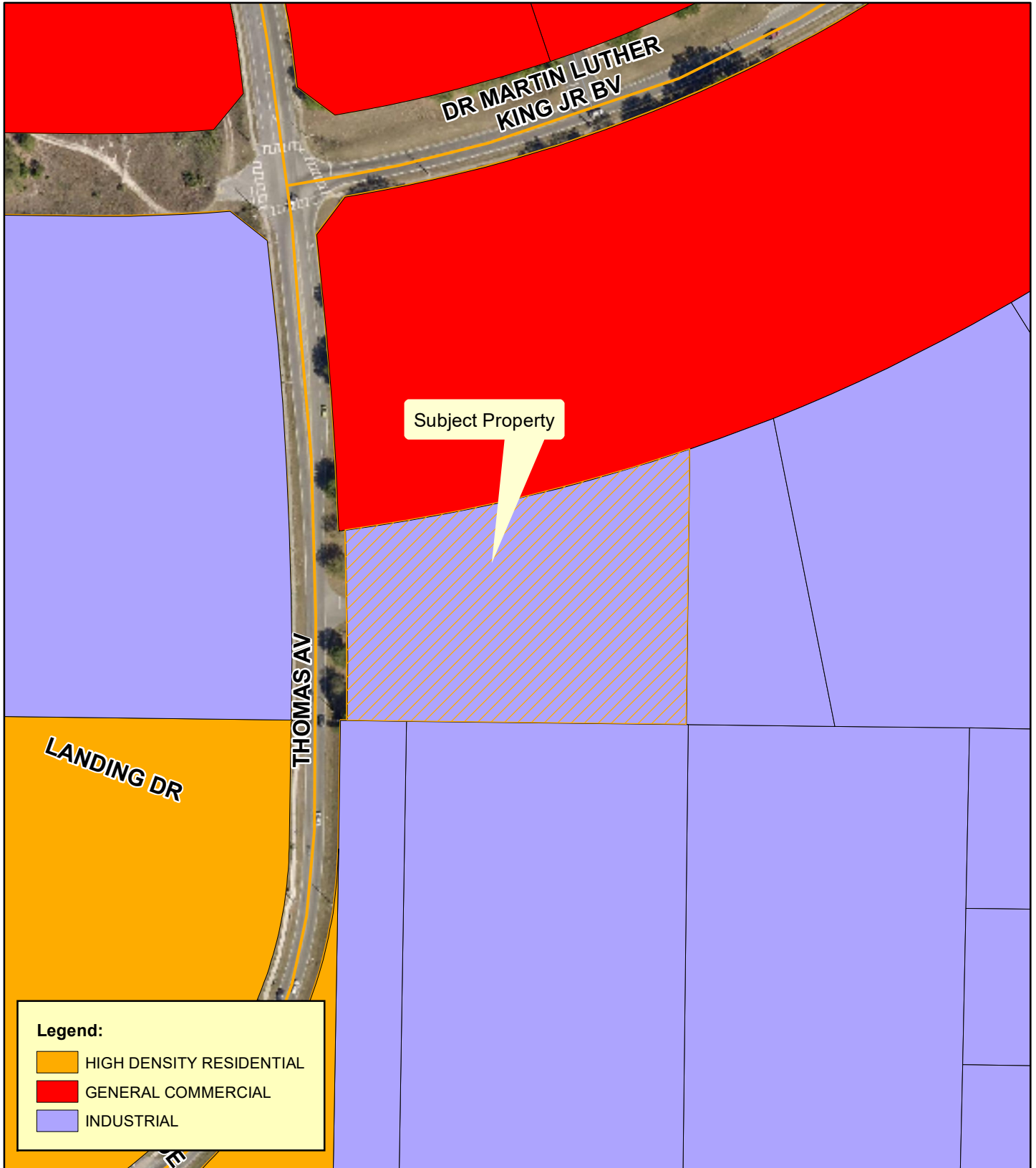


**Planning
& Zoning
Division**

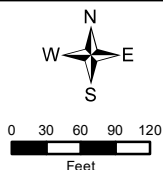


PUD-21-318
Inspire Learning Academy - North Campus Planned Development Overlay
AK #3850785
Section 15, Township 19 South, Range 24 East
September 13, 2021

Future Land Use

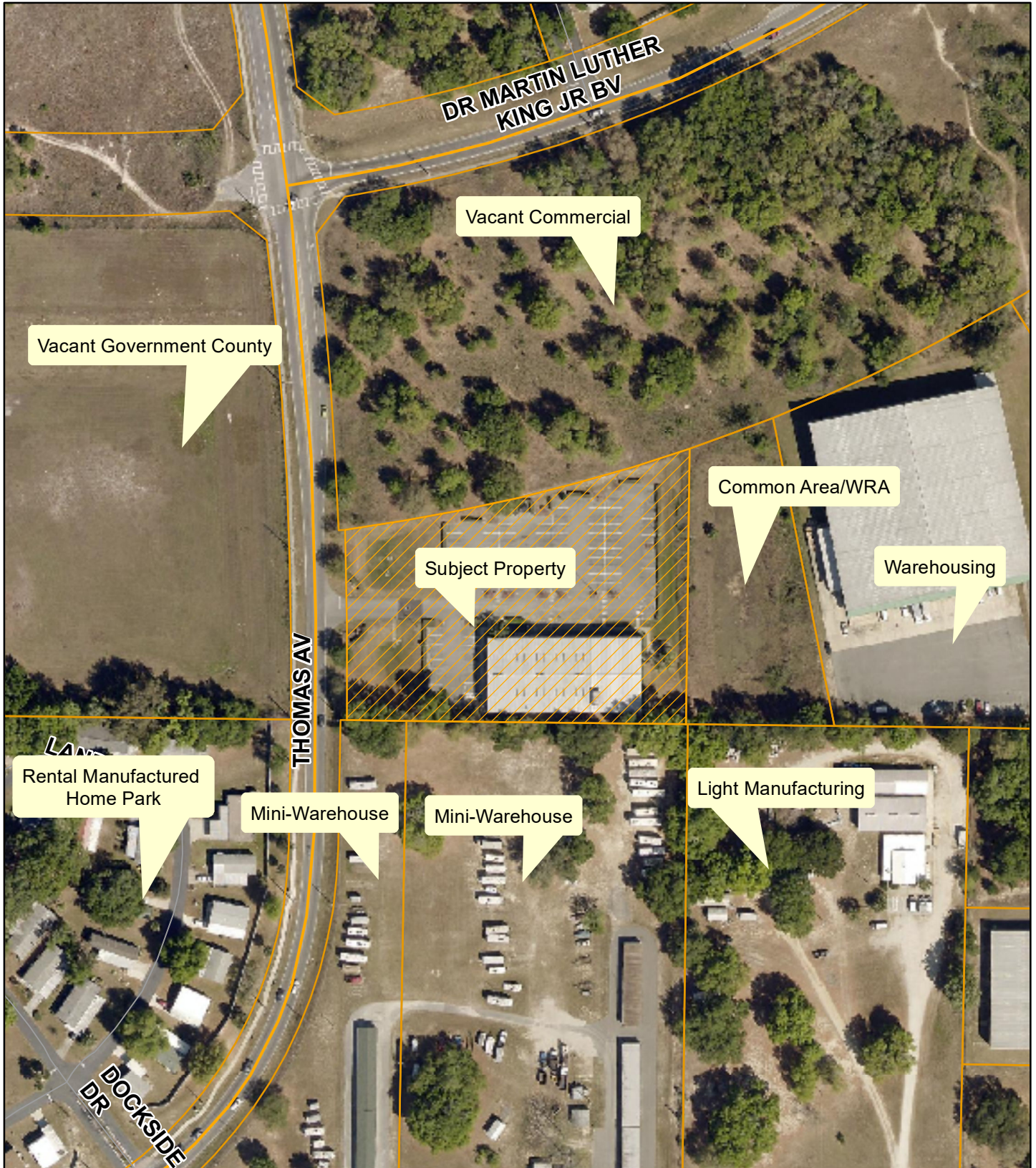


**Planning
& Zoning
Division**

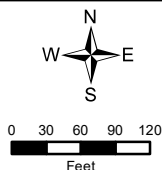


PUD-21-318
Inspire Learning Academy - North Campus Planned Development Overlay
AK #3850785
Section 15, Township 19 South, Range 24 East
September 13, 2021

Surrounding Land Uses



**Planning
& Zoning
Division**

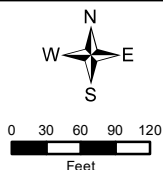


PUD-21-318
Inspire Learning Academy - North Campus Planned Development Overlay
AK #3850785
Section 15, Township 19 South, Range 24 East
September 13, 2021

Wetlands



**Planning
& Zoning
Division**

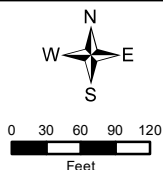


PUD-21-318
Inspire Learning Academy - North Campus Planned Development Overlay
AK #3850785
Section 15, Township 19 South, Range 24 East
September 13, 2021

Flood



**Planning
& Zoning
Division**

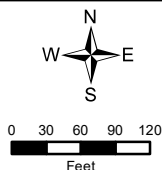


PUD-21-318
Inspire Learning Academy - North Campus Planned Development Overlay
AK #3850785
Section 15, Township 19 South, Range 24 East
September 13, 2021

Commission District

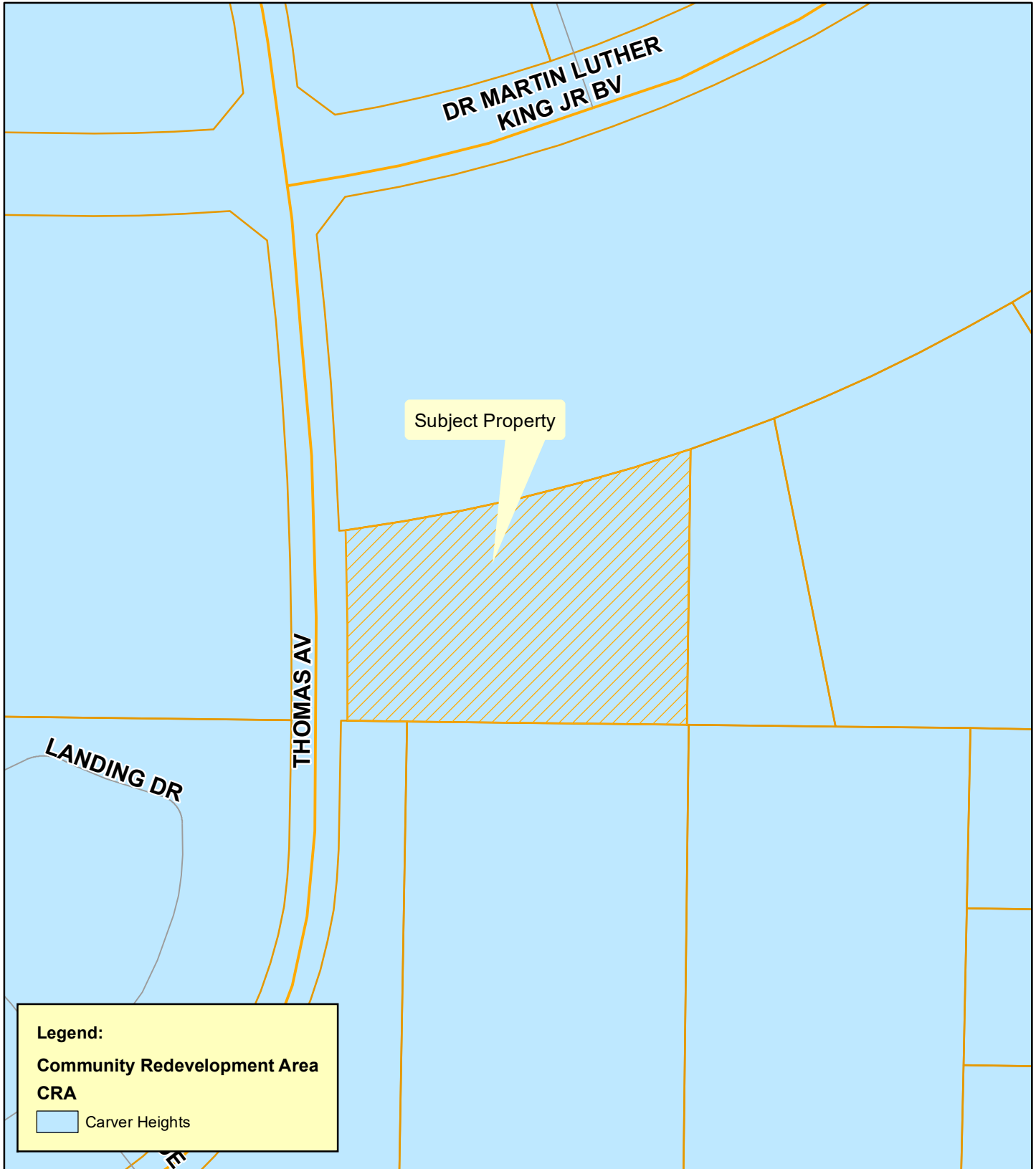


**Planning
& Zoning
Division**

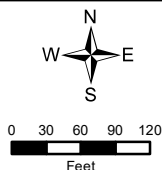


PUD-21-318
Inspire Learning Academy - North Campus Planned Development Overlay
AK #3850785
Section 15, Township 19 South, Range 24 East
September 13, 2021

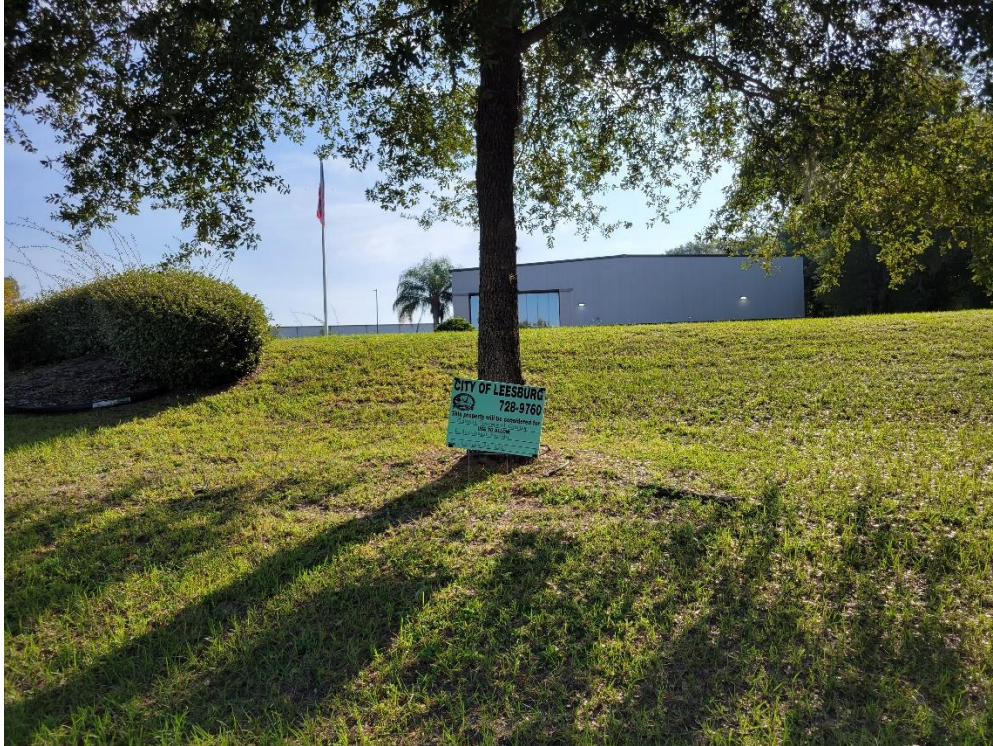
Community Redevelopment Area



**Planning
& Zoning
Division**



PUD-21-318
Inspire Learning Academy - North Campus Planned Development Overlay
AK #3850785
Section 15, Township 19 South, Range 24 East
September 13, 2021



Posting public notice sign, taken from Thomas Avenue into the property.



Picture taken from subject property looking north along Thomas Avenue.



Picture taken from subject property looking across Thomas Avenue.



Picture taken from subject property looking south along Thomas Avenue.



Picture of existing building.



Picture of existing parking area.



Posting public notice sign, taken from Dewey Robbins Road into the property.



Picture taken from subject property looking west along Dewey Robbins Road.



Picture taken from subject property looking east along Dewey Robbins Road.



Picture taken from subject property looking across Dewey Robbins Road.

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.C.1.

Meeting Date: February 28, 2022

From: Al Minner, (City Manager)

Subject: Ranking / Discussion of Interviewed Law Firms for City Attorney

Staff Recommendation:

As the Commissioner may select.

Analysis:

At this time, in the City Attorney selection process, the Commission completed interviews of four firms. These firms should be ranked so that the selected firm and the Commission can establish a contract to govern the firm's service as City Attorney.

Procurement Analysis:

Options:

Fiscal Impact:

Submission Date and Time:

Miscellaneous Accounts Receivable Customers With Unpaid Balances
Prepared by Finance
December 31, 2021

CURRENTLY WORKED BY PROVIDING DEPARTMENT OR FINANCE

001 Fund

Baraso, Ronald	Working with Marina	Marina Rent	424.19
VPG Leesburg 1 LLC	Working with Planning & Zoning	P&Z Traffic Study MPO	<u>5,147.50</u>
			5,571.69

013 Fund

Calhoun, Contessa	Working with Housing Dept	Housing Rent	<u>1,574.00</u>
			1,574.00

041 Fund

Nix, Corey		Apprentice Reimbursement	3,650.59
Stiglianese, Margaret		Damage to City Property	<u>381.26</u>
			381.26

048 Fund

Greenslade, John		Airport Rent	<u>615.65</u>
			615.65

001 FUND TOTAL	\$	5,571.69
013 FUND TOTAL	\$	1,574.00
41 FUND TOTAL	\$	381.26
48 FUND TOTAL	\$	<u>615.65</u>
	\$	8,142.60

Total	<u><u>8,142.60</u></u>
--------------	-------------------------------

Expected write offs as of Dec 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 2020 and 2021.

Fiscal Write Off Year	Projected Written Off	Actual Written Off	Add'l Amount Collected
2020-2021	\$ 307,041		
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 2021 - Month by Month
10/01/20- 09/30/21

Month	Amount Written Off	Number of Accounts	
		Commercial	Residential
October	\$ 19,918	3	53
November	41,356	6	79
December	36,068	3	77
January	40,881	4	77
February	41,591	2	85
March	24,850	1	51
April	29,628	2	62
May	15,228	1	45
June	23,799	2	64
July	12,964	1	54
August	12,097	3	34
September	8,661	1	41
Accounts to be written off*	\$ 307,042	29	722
Prior Yr to Date	\$ 284,281	36	821
difference - () negative	\$ (22,761)	7	99

Projected
Fiscal year 2020 - Month by Month
10/01/21- 09/30/22

Month	Amount Written Off	Number of Accounts		Average Account Balance	
		Commercial	Residential	Commercial	Residential
October	\$ 18,445	3	67	511.79	346.85
November	19,468	6	65	247.65	504.69
December	25,734	3	71	546.70	445.82
January				107.41	530.92
February				333.51	481.46
March				28.37	496.43
April				84.85	475.14
May				1,033.28	315.46
June				220.87	364.96
July				86.00	238.48
August				1,915.35	186.80
September				212.09	206.09
Accounts to be written off*	\$ 63,646	12	203		
Prior Yr to Date	\$ 97,342	12	209		
difference - () negative	\$ (33,695)	0	(6)		

City of Leesburg, Florida
Report of Receipts and Disbursements by Fund
For the Period Beginning On Oct. 1, 2021 and Ending on Dec 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	\$ 7,373,768	\$ 8,023,576	\$ 2,205,212	\$ 10,228,788	139%	(\$ 2,855,020)
Special Revenue Funds						
013 Housing Assistance	37,923	23,996	0	23,996	63%	13,927
021 Debt Service Fund	437,499	0	1,614,659	1,614,659	369%	(1,177,160)
031 Capital Projects Fund	1,080,591	111,554	1,815,000	1,926,554	178%	(845,963)
132 Local Option Sales Tax	634,539	359,149	0	359,149	57%	275,390
121 Police Forfeiture Fund	10,392	94	0	94	1%	10,298
122 Police Education Fund	1,500	707	0	707	47%	793
133 Gas Tax	188,763	126,207	0	126,207	67%	62,556
141 Police Impact Fees	2,625	35,905	0	35,905	1368%	(33,280)
142 Fire Impact Fees	60	29,292	0	29,292	48820%	(29,232)
143 Recreation Impact Fees	45,249	55,225	0	55,225	122%	(9,976)
151 Building Fund	414,349	200,692	13,660	214,352	52%	199,997
Community Redevelopment Agencies						
016 Greater Leesburg CRA Fund	147,382	539,108	0	539,108	366%	(391,726)
017 Carver Heights CRA Fund	164,645	490,147	0	490,147	298%	(325,502)
018 Highway 27/441 CRA Fund	347,739	1,309,102	0	1,309,102	376%	(961,363)
Total General Governmental Funds	10,887,024	11,304,754	5,648,531	16,953,286	156%	(6,066,262)
Enterprise Funds						
014 Stormwater Utility Fund	514,259	413,410	0	413,410	80%	100,849
041 Electric Utility Fund	16,270,699	16,598,624	45,082	16,643,706	102%	(373,007)
042 Gas Utility Fund	1,914,704	2,189,766	96,765	2,286,531	119%	(371,827)
043 Water Utility Fund	3,246,551	2,447,050	45,453	2,492,503	77%	754,048
044 Wastewater Utility Fund	5,586,079	3,835,578	5,500,000	9,335,578	167%	(3,749,499)
046 Sanitation Services Fund	1,278,912	1,162,542	0	1,162,542	91%	116,371
048 Airport Fund	1,460,538	441,639	0	441,639	30%	1,018,899
Internal Service Funds						
064 Health Insurance Fund	1,874,991	2,137,596	0	2,137,596	114%	(262,605)
065 Workers' Compensation Insurance Fund	168,009	192,069	0	192,069	114%	(24,060)
066 Risk Management Fund	219,219	918,263	0	918,263	419%	(699,044)
510 Fleet Maintenance Fund	1,028,742	659,809	5,179	664,988	65%	363,754
Pension Trust Funds						
061 Municipal Police Retirement Trust Fund	490,842	1,595,281	0	1,595,281	325%	(1,104,439)
062 Municipal Firemen's Retirement Trust Fund	419,241	1,370,456	0	1,370,456	327%	(951,215)
063 General Employees' Retirement Fund	811,350	2,432,896	0	2,432,896	300%	(1,621,546)
Total All Funds	\$ 46,171,160	\$ 47,699,733	\$ 11,341,011	\$ 59,040,743	128%	(\$ 12,869,583)

* 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, 2021 and Ending on Dec 31, 2021

Prepared by: Finance Department

Fund Name	Disbursements				Excess of Receipts Over (Under) Disbursements
	Adopted Budget	Amount	Percentage	Budget Balance	
General Fund	\$ 7,373,768	\$ 8,797,708	119%	(\$ 1,423,940)	\$ 1,431,081
<u>Special Revenue Funds</u>					
Housing Assistance	37,923	33,990	90%	3,933	(9,994)
Debt Service Fund	437,499	1,304,335	298%	(866,836)	310,324
Capital Projects Fund	1,080,591	1,336,653	124%	(256,062)	589,901
Local Option Sales Tax	634,539	876,201	138%	(241,662)	(517,052)
Police Forfeiture Fund	10,392	0	0%	10,392	94
Police Education Fund	1,500	6,523	435%	(5,023)	(5,816)
Gas Tax	188,763	315,913	167%	(127,150)	(189,706)
Police Impact Fees	2,625	3,060	117%	(435)	32,845
Fire Impact Fees	60	2,340	3900%	(2,280)	26,952
Recreation Impact Fees	45,249	177,700	393%	(132,451)	(122,475)
Building Fund	414,349	277,962	67%	136,387	(63,610)
<u>Community Redevelopment Agencies</u>					
Greater Leesburg CRA Fund	147,382	137,304	93%	10,078	401,804
Carver Heights CRA Fund	164,645	406,150	247%	(241,505)	83,997
Highway 27/441 CRA Fund	347,739	145,251	42%	202,488	1,163,850
<u>Total General Governmental Funds</u>	10,887,024	13,821,091	127%	(2,934,067)	3,132,194
<u>Enterprise Funds</u>					
Stormwater Utility Fund	514,259	286,601	56%	227,658	126,809
Electric Utility Fund	16,270,699	16,555,866	102%	(285,167)	87,840
Gas Utility Fund	1,914,704	1,847,714	97%	66,990	438,817
Water Utility Fund	3,246,551	2,095,601	65%	1,150,950	396,902
Wastewater Utility Fund	5,586,079	2,531,608	45%	3,054,471	6,803,970
Sanitation Services Fund	1,278,912	1,513,081	118%	(234,169)	(350,539)
Airport Fund	1,460,538	732,342	50%	728,196	(290,704)
<u>Internal Service Funds</u>					
Health Insurance Fund	1,874,991	1,931,504	103%	(56,513)	206,092
Workers' Compensation Insurance Fund	168,009	208,228	124%	(40,219)	(16,159)
Risk Management Fund	219,219	921,864	421%	(702,645)	(3,601)
Fleet Maintenance Fund	1,028,742	719,623	70%	309,119	(54,635)
<u>Pension Trust Funds</u>					
Municipal Police Retirement Trust Fund	490,842	280,408	57%	210,434	1,314,873
Municipal Firemen's Retirement Trust Fund	419,241	338,376	81%	80,865	1,032,080
General Employees' Retirement Fund	811,350	754,996	93%	56,354	1,677,900
Total All Funds	\$ 46,171,160	\$ 44,538,904	96%	\$ 1,632,256	\$ 14,501,840

City of Leesburg, Florida
Report of Receipts and Disbursements by Fund
For the Period Beginning On Oct 1, 2020 and Ending on Dec 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	\$ 7,136,219	\$ 8,634,551	\$ 2,751,330	\$ 11,385,881	160%	(\$4,249,662)
Special Revenue Funds						
013 Housing Assistance	34,137	19,594	0	19,594	57%	14,543
021 Debt Service Fund	404,040	0	1,613,347	1,613,347	399%	(1,209,307)
031 Capital Projects Fund	1,185,332	32,028	817,985	850,013	72%	335,319
132 Local Option Sales Tax	431,438	408,629	0	408,629	95%	22,809
121 Police Forfeiture Fund	1,749	305	0	305	17%	1,444
122 Police Education Fund	1,500	556	0	556	37%	944
133 Gas Tax	256,164	120,277	0	120,277	47%	135,887
141 Police Impact Fees	25,586	54,786	0	54,786	214%	(29,200)
142 Fire Impact Fees	-	6,260	0	6,260	0%	(6,260)
143 Recreation Impact Fees	-	39,817	0	39,817	0%	(39,817)
151 Building Fund	287,751	209,288	10,460	219,748	76%	68,003
Community Redevelopment Agencies						
016 Greater Leesburg CRA Fund	170,427	544,956	0	544,956	320%	(374,529)
017 Carver Heights CRA Fund	110,789	412,067	0	412,067	372%	(301,278)
018 Highway 27/441 CRA Fund	309,929	1,183,866	0	1,183,866	382%	(873,937)
Total General Governmental Funds	10,355,061	11,666,981	5,193,122	16,860,103	163%	(6,505,042)
Enterprise Funds						
014 Stormwater Utility Fund	453,539	406,407	0	406,407	90%	47,132
041 Electric Utility Fund	18,214,857	13,747,181	378,658	14,125,839	78%	4,089,018
042 Gas Utility Fund	1,712,797	1,434,337	30,860	1,465,198	86%	247,599
043 Water Utility Fund	2,889,851	2,296,892	32,245	2,329,137	81%	560,714
044 Wastewater Utility Fund	6,918,986	3,361,263	0	3,361,263	49%	3,557,723
046 Sanitation Services Fund	1,186,576	1,117,778	0	1,117,778	94%	68,798
048 Airport Fund	1,431,272	1,292,479	0	1,292,479	90%	138,793
Internal Service Funds						
064 Health Insurance Fund	1,817,133	1,854,477	0	1,854,477	102%	(37,344)
065 Workers' Compensation Insurance Fund	164,751	191,051	0	191,051	116%	(26,300)
066 Risk Management Fund	224,199	835,732	0	835,732	373%	(611,533)
510 Fleet Maintenance Fund	1,062,917	690,237	470,082	1,160,319	109%	(97,402)
Pension Trust Funds						
061 Municipal Police Retirement Trust Fund	477,192	2,855,366	0	2,855,366	598%	(2,378,174)
062 Municipal Firemen's Retirement Trust Fund	408,762	2,664,121	0	2,664,121	652%	(2,255,359)
063 General Employees' Retirement Fund	833,847	3,990,132	0	3,990,132	479%	(3,156,285)
Total All Funds	\$ 48,151,740	\$ 48,404,434	\$ 6,104,967	\$ 54,509,402	113%	(\$ 6,357,662)

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, 2020 and Ending on Dec 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>	\$ 7,136,219	\$ 8,506,419	119%	(\$ 1,370,200)	\$ 2,879,462
<u>Special Revenue Funds</u>					
Housing Assistance	34,137	30,192	88%	3,945	(10,598)
Debt Service Fund	404,040	1,283,148	318%	(879,108)	330,199
Capital Projects Fund	1,185,332	1,544,592	130%	(359,260)	(694,580)
Local Option Sales Tax	431,438	667,923	155%	(236,485)	(259,293)
Police Forfeiture Fund	1,749	0	0%	1,749	305
Police Education Fund	1,500	6,027	402%	(4,527)	(5,471)
Gas Tax	256,164	419,705	164%	(163,541)	(299,428)
Police Impact Fees	25,586	16,885	66%	8,701	37,901
Fire Impact Fees	0	100	0%	(100)	6,160
Recreation Impact Fees	0	1,940	0%	(1,940)	37,877
Building Fund	287,751	455,402	158%	(167,651)	(235,653)
<u>Community Redevelopment Agencies</u>					
Greater Leesburg CRA Fund	170,427	301,925	177%	(131,498)	243,031
Carver Heights CRA Fund	110,789	25,157	23%	85,632	386,910
Highway 27/441 CRA Fund	309,929	162,963	53%	146,966	1,020,902
<u>Total General Governmental Funds</u>	10,355,061	13,422,378	130%	(3,067,317)	3,437,725
<u>Enterprise Funds</u>					
Stormwater Utility Fund	453,539	277,722	61%	175,817	128,685
Electric Utility Fund	18,214,857	14,077,663	77%	4,137,194	48,176
Gas Utility Fund	1,712,797	1,470,134	86%	242,663	(4,936)
Water Utility Fund	2,889,851	1,961,056	68%	928,795	368,081
Wastewater Utility Fund	6,918,986	2,626,839	38%	4,292,147	734,424
Sanitation Services Fund	1,186,576	1,464,119	123%	(277,543)	(346,341)
Airport Fund	1,431,272	685,489	48%	745,783	606,990
<u>Internal Service Funds</u>					
Health Insurance Fund	1,817,133	2,214,624	122%	(397,491)	(360,148)
Workers' Compensation Insurance Fund	164,751	225,255	137%	(60,504)	(34,204)
Risk Management Fund	224,199	835,129	372%	(610,930)	603
Fleet Maintenance Fund	1,062,917	1,064,749	100%	(1,832)	95,570
<u>Pension Trust Funds</u>					
Municipal Police Retirement Trust Fund	477,192	294,217	62%	182,975	2,561,149
Municipal Firemen's Retirement Trust Fund	408,762	352,660	86%	56,102	2,311,461
General Employees' Retirement Fund	833,847	757,102	91%	76,745	3,233,030
Total All Funds	\$ 48,151,740	\$ 41,729,136	87%	\$ 6,422,604	\$ 12,780,265

**CITY OF LEESBURG
CASH AND INVESTMENTS BY FUND
12/31/2021**

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	\$ 83,705,734.60	\$15,926,119.48	\$5,976,082.11	\$ 1,085,038.43	\$ (169,876.70)	\$ 15,639,569.37	\$ 3,204,965.08	\$ 6,930,991.47	\$ 16,781,734.31		\$ 1,804,305.76	\$3,127,717.15	\$3,916,715.36	\$ 2,220,030.84	\$ 7,262,341.94
RESTRICTED CASH															
CUSTOMER DEPOSITS	6,728,506.48					4,918,632.69	1,195,122.33	609,956.46	1,950.00		2,845.00				
RENEWL & REPLCMT	20,135,184.19	1,123,953.97	9,360.34			3,114,635.76	964,999.98	2,285,995.76	11,402,075.73		850,000.00				384,162.65
BOND/NOTE SINKING FUND	7,860,159.29		246,108.70			5,973,218.92	32,798.49	284,536.75	1,323,496.43						
INFRASTRUCTURE DEVELOPMENT	54,077.78														
SIGN GRANT & HUD SHIP	600,000.00		600,000.00												
HWY 441/27 CRA - Restricted Surplus	6,410,249.18							1,489,705.74	4,920,543.44						
IMPACT FEES	7,592,390.07	1,910,868.00	72,324.51		5,147,993.54										
OTHER RESTRICTED CASH	1,171,956.92					1,166,827.52	5,129.40								
DEVELOPER CONTRIBUTIONS	(939,568.00)					(939,568.00)									
RATE STABILIZATION	49,612,955.91	3,034,821.97	981,871.33		5,147,993.54	14,233,746.89	2,198,050.20	4,670,194.71	17,648,065.60		852,845.00				384,162.65
SUBTOTAL OF RESTRICTED CASH															
TOTAL POOLED CASH	\$133,318,690.51	\$ 18,960,941.45	\$ 6,957,953.44	\$ 1,085,038.43	\$ 4,978,116.84	\$ 29,873,316.26	\$ 5,403,015.28	\$ 11,601,186.18	\$ 34,429,799.91	\$ -	\$ 2,657,150.76	\$ 3,127,717.15	\$ 3,916,715.36	\$ 2,220,030.84	\$ 7,646,504.59
NON-POOLED RESTRICTED CASH															
CASH WITH FISCAL AGENT	776,888.05			409,197.37			61,670.83	128,279.93	177,739.92						
DEPOSITORY TRUST ACCOUNT															
DEP-WELLS FARGO															
SUBTOTAL NON-POOLED CASH	776,888.05			409,197.37			61,670.83	128,279.93	177,739.92						
TOTAL POOLED CASH AND INVEST	\$134,095,578.56	\$18,960,941.45	\$ 6,957,953.44	\$1,494,235.80	\$4,978,116.84	\$29,873,316.26	\$5,464,686.11	\$11,729,466.11	\$34,607,539.83		\$2,657,150.76	\$3,127,717.15	\$3,916,715.36	\$2,220,030.84	\$7,646,504.59

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	\$ 5,976,082.11	\$ 244,705.63	\$ 610,899.95	\$ 443,068.74	\$ 2,842,367.83	\$ 80,996.16	\$ (3,572.35)	\$ 631,747.98	\$ 289,475.60	\$ 634,452.67	\$ 74,279.90	\$ 127,660.00
RESTRICTED CASH												
HUD SHIP PROGRAM & \$HOUSE PROCEEDS	72,324.51	72,324.51										
BOND/NOTE SINKING FUND	246,108.70		25,405.31		220,703.39							
SIGN GRANT	54,077.78		16,577.78		37,500.00							
R&R / OTHER RESTRICTED	9,360.34	9,360.34										
CUSTOMER DEPOSITS	600,000.00				600,000.00							
SUBTOTAL OF RESTRICTED CASH	\$ 981,871.33	\$ 81,684.85	\$ 41,983.09	\$ -	\$ 858,203.39	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL POOLED CASH	\$ 6,957,953.44	\$ 326,390.48	\$ 652,883.04	\$ 443,068.74	\$ 3,700,571.22	\$ 80,996.16	\$ (3,572.35)	\$ 631,747.98	\$ 289,475.60	\$ 634,452.67	\$ 74,279.90	\$ 127,660.00
NON-POOLED RESTRICTED CASH												
DEP-WELLS FARGO	\$ -											
SUBTOTAL NON-POOLED CASH	\$ -											
TOTAL POOLED CASH AND INVEST	\$ 6,957,953.44	\$ 326,390.48	\$ 652,883.04	\$ 443,068.74	\$ 3,700,571.22	\$ 80,996.16	\$ (3,572.35)	\$ 631,747.98	\$ 289,475.60	\$ 634,452.67	\$ 74,279.90	\$ 127,660.00

INTERNAL SERVICE FUNDS

POOLED CASH & INVESTMENTS	INTERNAL SERVICE FUNDS TOTAL	HEALTH INSURANCE FUND	WORKERS' COMPENSATION FUND	RISK MANAGEMENT FUND	FLEET MAINTENANCE FUND
OPERATING CASH	\$ 7,262,341.94	\$ 2,456,268.08	\$ 1,035,250.97	\$ 158,176.60	\$ 3,612,646.29
RESTRICTED CASH	384,162.65				384,162.65
SUBTOTAL OF RESTRICTED CASH	\$ 384,162.65	\$ -	\$ -	\$ -	\$ 384,162.65
TOTAL POOLED CASH	\$ 7,646,504.59	\$ 2,456,268.08	\$ 1,035,250.97	\$ 158,176.60	\$ 3,996,808.94
TOTAL POOLED CASH AND INVESTMENTS	\$ 7,646,504.59	\$ 2,456,268.08	\$ 1,035,250.97	\$ 158,176.60	\$ 3,996,808.94

**CITY OF LEESBURG
INVESTMENT REPORT
12/31/2021**

DESCRIPTION	BALANCE 12/31/2021
BANK OPERATING AND SAVINGS ACCOUNTS	
Truist Bank - Disbursement	\$58,443,534
TD Bank - Savings	4,008,488
CenterState Bank - Savings	5,769,288
Centerstate Bank - CD	0
Synovus - CD	0
	\$68,221,310
LOCAL GOVERNMENT INVESTMENT POOLS	
FLSAFE	7,774,281
FLCLASS	9,839,465
FLPRIME	5,988,634
	23,602,380
U S TREASURY MONEY MARKET FUND (FGU Deposit)	0
US BANK (Fiscal Agent)	776,888
CHANDLER ASSET MANAGEMENT (SECURITIES)	40,495,000
PUBLIC TRUST ADVISORS (SECURITIES)	1,000,000
	41,495,000
TOTAL INVESTMENTS	134,095,579
MARKET ADJUSTMENT	36,863
TOTAL VALUE OF INVESTMENTS	\$134,132,441

