AMENDED AGENDA
CITY COMMISSION MEETING
CITY HALL, 501 W MEADOW STREET
MONDAY, JULY 11, 2022 5:30 PM

1. CALL TO ORDER

INVOCATION

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

2. PROCLAMATIONS:

A. None

3. PRESENTATIONS:

A. Pine Street Final Design Review

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 June 27, 2022

B. PURCHASING ITEMS:

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

authorizing the Mayor and City Clerk to execute Amendment One with Odyssey Manufacturing Company to provide the annual requirements of liquid sodium hypochlorite (aka chlorine) for the City's water and wastewater operations, providing for a unit price cost adjustment; and providing an effective date.

C. RESOLUTIONS:

1. **Resolution of the City Commission of the City of Leesburg, Florida authorizing the Leesburg Fire Department to apply for, and, if awarded accept a grant from the Florida State Fire Marshall's Office for the purchase of twenty (20) particulate blocking hoods; and providing an effective date.**

2. **Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute an Amendment to the Interlocal Agreement between Lake County, Florida and the City of Leesburg relating to the provision of library services; and providing an effective date.**

3. **Resolution of the City Commission of the City of Leesburg, Florida, authorizing the City Commission to approve for use, the Corporate and Maintenance Wait List Policy and Application Form; and providing an effective date.**

4. **Resolution of the City Commission of the City of Leesburg, Florida, accepting a Utility Easement to the City of Leesburg from Joseph A. Shepperd and Debra M. Shepperd, husband and wife, for the purpose of granting the City an Easement over the property described therein; and providing an effective date.**

5. **Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute ARP Civic Funding Agreements with Darling Diamonds, Inc., Ember 911, Inc. dba Military Fire Police Support Association, Inc., Lake Community Action Agency, Inc., Love Thy Neighbor Community Services, Inc., The Quilting Sisters Guild, Inc., and United Way of Lake and Sumter Counties, Inc.; and providing an effective date.**

6. **Resolution of the City Commission of the City of Leesburg, Florida, executing and submitting the Certification of Taxable Value for Fiscal Year 2022-23 to the Lake County Property Appraiser; and providing an effective date.**

7. **Resolution of the City Commission of the City of Leesburg, Florida,**

authorizing the City Commission to increase the Standby Pay and Shift Differential Pay for employees not covered by a Collective Bargaining Agreement; and providing an effective date.

8. **Resolution of the City Commission of the City of Leesburg, Florida, reallocating the American Rescue Plan Act (ARPA) Grant Projects; and providing an effective date.**

9. **Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Leesburg Police Department to apply for, and if awarded, accept a Grant from the Wal-Mart Community Grant Program for Youth Outreach Services; 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. **An Ordinance of the City of Leesburg, Florida, extending the expiration date set by Ordinance No. 00-29 and later extended to September 30, 2003, then extended again to September 30, 2006, and then extended again to September 30, 2009, then extended again to September 30, 2012, then extended again to September 30, 2015, extended again to September 30, 2018, then extended to September 30, 2020, then extended once more to September 30, 2022 for the participation by the City of Leesburg in the Municipal Service Taxing Unit established by Lake County to fund Ambulance and Emergency Medical Services; and providing an effective date.**

2. **An Ordinance of the City of Leesburg, amending Chapter 17, Pensions and Retirement, Article IV, Police Officers' Retirement Fund, of the Code of Ordinances of the City of Leesburg; amending Section 3, Board of Trustees; amending Section 6, Benefit Amounts and Eligibility; amending Section 10, Optional Forms of Benefits; amending Section 17, Minimum Distribution of Benefits; providing for codification; providing for severability of provisions; repealing all ordinances in conflict herewith; and providing an effective date.**

B. FIRST READING OF ORDINANCES

1. **None**

C. NON-ROUTINE ITEMS

1. None

7. INFORMATIONAL REPORTS:

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

A. None

8. CITY ATTORNEY ITEMS:

A. Request Consideration of an Executive Session to discuss legal strategies Associated with current litigation (Sunnyside, LLC v. City of Leesburg)

9. CITY MANAGER ITEMS:

10. ROLL CALL:

11. ADJOURN:

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

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

AGENDA MINUTES
CITY COMMISSION MEETING
CITY HALL, 501 W MEADOW STREET
MONDAY, JUNE 27, 2022 5:30 PM

1. CALL TO ORDER

The City of Leesburg Commission held a regular meeting on Monday, June 27, 2022, at Leesburg City Hall. Mayor Pederson called the meeting to order at 5:30 p.m. with the following members present:

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

Commissioner Dan Robuck was absent. Also present were City Manager (CM) Al Minner, City Clerk (CC) J. Andi Purvis, City Attorney (CA) Grant Watson, 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. Proclaim City of Leesburg Election for November 8, 2022

Mayor Pederson read a proclamation proclaiming November 8, 2022 as the Municipal Election for the City of Leesburg.

3. PRESENTATIONS:

A. Recognition of Leesburg 15U Babe Ruth All-Stars Baseball Team - Won the District 10 Tournament to qualify for the Babe Ruth State Tournament in Sarasota July 14-17

Recreation Director (RD) Travis Rima introduced the15U Babe Ruth All-Stars team who won the District Tournament this year. They are heading to Sarasota for the Babe Ruth State Tournament from July 14th through the 17th. He mentioned that Brittany Haller, the Athletics Supervisor, received an email after the district games. Usually, when you receive an email from other parents from other teams, they are not good emails. However, they stated they were impressed with how well our team played and how great the coaches were. They also said they were impressed with how they treated the kids and how the kids had great sportsmanship on the field. To receive a random email from someone in Umatilla who had nothing to do with the City of Leesburg was a compliment to our players and coaches. That was very neat.

Athletics Supervisor (AS) Brittany Haller and **RD Rima** handed out certificates to each of the players; Tyeson Williams, Jackson Bryant, Nate Smart, Gavin Reneveld, Brady Lawler, Gage, Gessner, Tyler, Lockwood, Damien Bean, Logan Thompson, Joey Ruggerio, Land Baltunis, Jasmine Sweeney and Justin Haddox. Players Liam Henderson and Zack Egner were not present. Certificates were also presented to each of the coaches; Rory Bryant, Scott Baltunis, Matt Bean and Tom Lockwood. He also gave a special thanks to the team mom, Ms. Pam, who helped out the entire time. **Mayor Pederson** congratulated the entire team and wished them the best of luck.

4. PUBLIC COMMENTS:

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

Dr. Erika Jasper asked if the commission had ever thought about placing additional charging stations for electric cars throughout the city. She did not know if that had been a topic of conversation behind closed doors. She knows that is the wave of the future. Personally, she plans on buying electric cars, so she was wondering if that was something the city would need to put in the budget and if it was something the city was thinking about. **CM Minner** responded that once upon a time the city had some charging stations. There was one here at City Hall and we do have one at the Library. It is something that we have not talked about publicly. However, it is something that he has talked about with the Electric Director, Brad Chase, but he does not have any specific answers. It is something they are starting to look into as far as costs and locations. There are a lot of moving pieces to this on whether we charge for the stations, how much the costs are, and those types of things. **Mayor Pederson** remarked it is a growing trend. **Commissioner Christian** said he was down in South Florida and he saw where they had some of the electric stations at the Wawa Gas Station. He wondered if companies are putting these in or if the municipalities are installing them. **CM Minner** replied it could be both. Obviously, companies like Wawa are doing it and yes, some cities are doing it as part of their capital improvements. They are providing these services in public places where there is available parking. We have talked about possibly having some at the Venetian Center and other locations throughout the city. We will look into it more and report accordingly. This may be something we talk about at the budget workshops. **Mayor Pederson** wanted to know if some cities are charging or if they are offering it for free. **CM Minner** answered it is all over the page about what they are doing. It is something that we need to consider with how we recoup the cost of that electricity.

Tim Harnage, Anahid Drive, Leesburg said he moved to Leesburg about seven months ago. They previously lived in Orlando for sixty-five years. They moved from their family home due to extreme noise issues and for safety from cars going way too fast. They moved to Leesburg for the quaintness and quietness, along with the natural beauty Leesburg offers. They bought a brand new house and right now they are still building homes around theirs. They are having issues with the construction workers. The construction workers have three-foot-high speakers and they can hear music in their house two to three blocks away. They have gone to the construction managers and asked them if they could do something about their workers and if they could turn the music down. Their reply was no because there was no noise ordinance that said they had to make them do it. Their workers were not breaking any laws. That is the reason he is here. He called code enforcement and he was told there was no noise ordinance in the City of Leesburg. He wanted to know if this was something that could be addressed. He brought documents with him from other cities. The City of Winter Park has passed rules and laws and theirs are extremely stringent for this reason. He pointed out that come July 1st, there was a state statute just passed for radios in cars. Where, if they can be heard more than twenty-five feet away, they could be cited. He knows there are noise ordinances that could be addressed. He also brought studies from universities that have done studies on the problems of noise and how loud things are and how they can affect your hearing. He wanted to know if there was a way we could get a strict noise ordinance in place. In the City of Orlando where he lived, it was a great place ten years ago, but now it is just total chaos. He would really like for the City of Leesburg to be proactive and have something in place before all this comes to Leesburg from everywhere else. Leesburg needs to be proactive instead of reactive, so when it does happen and it will happen, we can somehow stop it before it gets going. **Mayor Pederson** asked what subdivision he resided in. **Mr. Harnage** replied, Lake Denham Estates. **Mayor Pederson** said that he recently learned the city did not have a noise ordinance due to a complaint he received. However, he believes we do have a nuisance ordinance. **CM Minner** stated that the bottom line is we have struggled with noise complaints because we do not have a noise ordinance persay, but we do on occasion use the nuisance ordinance to fight noise complaints. To use the nuisance ordinance that is used when we catch someone in the act. The police have had some success with asking someone to turn down the radio. In this case, having a construction issue and the music coming loudly right from speakers onsite. If the police could witness that, the police would be able to stop it. On the code enforcement side, that is a different issue. We have toyed with a noise ordinance on occasion. Sometimes they work well and sometimes they do not. They are difficult to impose because even though some communities have them, they are problematic in implementation and enforcement. This is not the first noise complaint we have had. He would recommend talking with the city attorney and the police chief so we could bring a good recommendation to the commission. We hear time to time about communities adopting noise ordinances, so why haven't we? The bottomline is, because the implementation and enforcement of it is problematic. Some communities forge ahead with noise ordinances, but that does not mean they are written correctly. It just means they have not been challenged. It is something that we need to talk about with the amount of construction. Plus, we are getting more complaints, so it is something that we should probably look at in more detail. **Mayor Pederson** mentioned after reading the nuisance ordinance he thinks he would be protected under that. **CM Minner** said he can think of a few times downtown when the police had an issue. They showed up and there was noise. They were successful with getting it stopped. **Mr. Harnage** thanked them for the time. He loves living in Leesburg. His family are fourth generation Floridians. His wife spent her whole life in that house in Orlando, but they had to leave because of the noise. They are really passionate and they just want to make sure Leesburg stays the way it is. **Mayor Pederson** remarked that he was happy he chose Leesburg. We will get it right. **Dr. Jasper** chimed in saying, prior to the previous city attorney's passing, she had the opportunity to meet with him on a few occasions regarding this matter. There were some issues in the Carver Heights area and he mentioned to her that the city did not have a noise ordinance because it was a violation of the second amendment, freedom of speech. She did not know if that was an issue, but she did go to him on several occasions to try to get a noise ordinance and that was one of the main reasons why he told her the city could not have one. **Mayor Pederson** said his knowledge of them is what he has read in the newspaper. They are very controversial on both sides. **Commissioner Burry** commented that he would be in favor of some type of noise ordinance.

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.4 - Agreement with Halff Associates, Inc. for professional services related to a PD&E study for the Tav-Lee Phase II multi-purpose trail for an amount not to exceed $175,855.50
5.C.2 - Landlord Consent to Assignment of Lease, between the City of Leesburg and Central Florida Avionics and Instruments, LLC.

Commissioner Christian moved to adopt the Consent Agenda except for 5.B.4 and 5.C.2, and Commissioner Burry seconded the motion.

The roll call vote was:

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

Four 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 June 13, 2022

B. PURCHASING ITEMS:

1. Resolutions authorizing execution of amendments to the City's storm debris removal and monitoring agreements.

a. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a First Amendment to TFR ENTERPRISES, INC. whose address is 601 Leander Drive, Leander, Texas 78641 renewing and extending an existing Agreement for debris removal and management services pursuant to Request for Proposal 180462; and providing an effective date.

ADOPTED RESOLUTION 11,101

b. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a First Amendment to DRC EMERGENCY SERVICES, LLC whose

address is 500 South Australian Avenue, Suite 600, West Palm Beach, Florida 33901 renewing and extending an existing Agreement for debris removal and management services pursuant to Request for Proposal 180462; and providing an effective date.

ADOPTED RESOLUTION 11,102

c. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a First Amendment to ROSTAN SOLUTIONS, LLC, renewing and extending an existing Agreement for debris removal and management services pursuant to Request for Proposal 180462; and providing an effective date.

ADOPTED RESOLUTION 11,103

2. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute an Agreement with WatchGuard Video, Inc. for an integrated body-worn camera (BWC) and in-car video system with Video as a Service (VaaS) support for a total amount of $560,760.00 paid for over 5 years with a first year cost of $143,157.00 and 4 additional annual payments of $112,152.00; and providing an effective date.

ADOPTED RESOLUTION 11,104

3. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Task Order with Dewberry Engineers, Inc. for professional engineering services related to the City's Consumptive Use Permit (CUP) modification for an amount not to exceed $111,410.51; and providing an effective date.

ADOPTED RESOLUTION 11,105

4. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute an Agreement with Halff Associates, Inc. for professional services related to a PD&E study for the Tav-Lee Phase II multi-purpose trail for an amount not to exceed $175,855.50; and providing an effective date.

ADOPTED RESOLUTION 11,113

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 Christian seconded the motion.

Mayor Pederson requested comments from the Commission and the audience.

Commissioner Connell commented that he spoke with the city manager about this and it was his understanding that the one hundred and seventy-five or one hundred and seventy-six thousand dollars was to finish up the study just to tell us how much it would actually cost to connect this trail. He believes back in 2006 the city manager told him that this project would cost around seven million dollars to complete. Now, he figures, with the cost increases today, this could be about fourteen million dollars. He cannot see spending another one hundred and seventy-six thousand dollars on a project we cannot afford. He understands there is some potential funding available, but we do not know until we get this study done. This is an awful lot of money to find out that it may cost us ten to fifteen million dollars to move forward. He has a hard time supporting this. **Mayor Pederson** remarked his understanding of the way the grant money works from the state is that we have to pay for the study. That would put us in the bucket for funding. The city is not going to spend that kind of money. He was of the opinion that money would come from the state. We cannot even start this process without doing the studies. This was also approved in the budget last year. **Commissioner Connell** stated it is going to cost one hundred and seventy-six thousand dollars to just find out what the state will even pay for. Then we may find out that the grant matching is not something we can even afford. He does not see the need to risk one hundred and seventy-six thousand dollars to find out this is a project we cannot move forward with. **Commissioner Christian** said he hears the concerns, but he thinks about the connectivity of trails in Lake County. We have to decide if we are going to be part of that connectivity in Lake County and Central Florida like other communities are. This is something we have talked about since 2006. We have done part of the study. Now we need to finish it. If we are going to be a trailer enthusiastic or even part of the system, we have to be able to say to the state or the federal government that Leesburg is shovel ready, so give us eight million dollars or four million dollars. Other communities are getting these funds. We have Mike Stevens from USB. He has been working really hard to let us know what is happening in Ocala, Marion County and Seminole County. We are a part of that missing link in Lake County. We debated a lot about this during budgets and we talked about it in several workshops. We have three hundred and seventy-five thousand dollars in the budget for these particular projects. For him, it would be a kick the can down the road project. It will be for a future commission to vote on whether they can secure funding from the State of Florida or the federal government. He is okay with being in the game. If this gets kicked out, that would be saying to Lake County and whoever else that Leesburg does not want to be involved with the trails. This is a benefit for the communities and the cities. We talk about downtown all the time and we compare what is happening in Winter Garden, Clermont and this trail would connect us and help our downtown. If we ghost this project, it would be like saying to our downtown that we are not going to spend three million dollars renovating it. We are not going to connect other communities to our downtown. This was all part of that big puzzle. Leesburg needs to make sure that we are part of that synergy that is happening. **Commissioner Burry** commented that as a commission we approved half a million dollars and it rolled back to three seventy five thousand dollars. Initially, we had discussed half a million dollars. This is the kind of work that money was set aside for. He is in favor of spending the money to try and get the grant.

The roll call vote was:

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

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

C. RESOLUTIONS:

1. **Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute a Consent to Sublease between the City of Leesburg, Blackbird Aviation Building, LLC, ("Lessee") and Executive Global Transportation Services, Inc. ("Sublessee"); and providing an effective date.**

ADOPTED RESOLUTION 11,106

2. **Resolution of the City Commission of the City of Leesburg, Florida, Authorizing the Mayor and City Clerk to execute a Landlord Consent to Assignment of Lease, between the City of Leesburg and Central Florida Avionics and Instruments, LLC; and providing an effective date.**

ADOPTED RESOLUTION 11,114

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

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

Mayor Pederson requested comments from the Commission and the audience.

Commissioner Burry stated he pulled this item not because he was against it, but because he noticed in the language it says that the land rent is three hundred and one dollars per month and it will increase by the CPI every other year and the hangar does not. He spoke with the city manager about it and this actually goes back to before he was in the city. This is an old agreement. In the future, he would like to see us do all the rentals/leases at the airport this way. This one is fine, but we need to include both the land and the building in the CPI. **CM Minner** said just for background and from staff's perspective, it has been going on nine years since this one was approved. That was when interim City Manager, Ray Sharp, and Airport Manager, Leo Treggi put together the deal. His recollection of service for this commission has been that there was an inconsistency in some of these older leases. Back when Commissioner Hurley was on the commission, there was a lengthy discussion regarding the leases; comparing the business community and the airport. They felt they made a conservative effort to be more consistent. When a lot of the thirty-year leases came up, they did not renew them. We kept the facility and it went to market rate. This is one of those leases that came in at the end before the commission started really looking over these. In his tenure, there was a blip where the CPI was put on the land and not on the building. Now, we have a business being taken over, which is an LLC. That is part of the asset and because there is that right of transfer, we do not have a hitch to change it. He was taking Commissioner Burry's point and pointing out the difference. He wanted to make sure we were consistent as we have been in moving forward. **Mayor Pederson** mentioned the commission has been pretty consistent as of late with the leases being adjusted for CPI.

The roll call vote was:

Commissioner Connell	Yes

Commissioner Christian	Yes
Commissioner Burry	Yes
Mayor Pederson	Yes

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

3. Resolutions requesting the City Commission approve acceptance of an FAA grant for the Leesburg International Airport and approving execution of a Task Order with GAI Consultants, Inc. to provide professional services related to the FAA grant for a Wildlife Hazard Assessment.

a. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute Grant Agreement 3-12-0042-030-2022 between the City of Leesburg and the Federal Aviation Administration (FAA), for the purpose of obtaining funding for the Leesburg International Airport Wildlife Hazard Assessment; and providing an effective date.

ADOPTED RESOLUTION 11,107

b. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Task Order with GAI Consultants, Inc., for professional planning services for the Wildlife Hazard Assessment at the Leesburg International Airport; and providing an effective date.

ADOPTED RESOLUTION 11,108

4. Resolution of the City Commission of the City of Leesburg, Florida accepting and approving a plat for Villages of West Lake Unit No. 48, a subdivision of the City of Leesburg, Florida, being a portion of Sections 06 and 07, Township 20 South, Range 24 East, Lake County, Florida, and accepting and dedicating to the use of the public any easements or public places shown thereon as being dedicated to the public; and providing an effective date. (Villages of West Lake Unit No. 48)

ADOPTED RESOLUTION 11,109

5. Resolution of the City Commission of the City of Leesburg, Florida accepting and approving a plat for Villages of West Lake Unit No. 56, a subdivision of the City of Leesburg, Florida, being a portion of Section 07, Township 20 South, Range 24 East, Lake County, Florida, and accepting and dedicating to the use of the public any easements or public places shown thereon as being dedicated to the public; and providing an effective date. (Villages of West Lake Unit No. 56)

ADOPTED RESOLUTION 11,110

6. **Resolution of the City Commission of the City of Leesburg, Florida accepting and approving a plat for Villages of West Lake Unit No. 58, a subdivision of the City of Leesburg, Florida, being a portion of Section 07, Township 20 South, Range 24 East, Lake County, Florida, and accepting and dedicating to the use of the public any easements or public places shown thereon as being dedicated to the public; and providing an effective date. (Villages of West Lake Unit No. 58)**

ADOPTED RESOLUTION 11,111

7. **Resolution of the City Commission of the City of Leesburg, Florida accepting and approving a plat for Villages of West Lake Unit No. 59, a subdivision of the City of Leesburg, Florida, being a portion of Section 07, Township 20 South, Range 24 East, Lake County, Florida, and accepting and dedicating to the use of the public any easements or public places shown thereon as being dedicated to the public; and providing an effective date. (Villages of West Lake Unit No. 59)**

ADOPTED RESOLUTION 11,112

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, annexing certain real property consisting of approximately 0.59 acres; and being generally located on the west side of County Road 468 and north of Schoolview Street, lying in Section 21, 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 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 2; and providing an effective date. (Schoolview AX)**

TABLED ORDINANCE

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

Commissioner Christian made a motion to table the ordinance until the July 25, 2022 meeting and

Commissioner Burry seconded the motion.

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

The roll call vote was:

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

Four yeas, no nays, the Commission tabled this ordinance.

2. An Ordinance Amending the Comprehensive Plan of the City of Leesburg, changing the Future Land Use Designation of certain property containing approximately 0.59 acres, from Lake County Urban Medium Density to City of Leesburg Medium Density Residential for a property generally located west of County Road 468 and north of Schoolview Street, as legally described in Section 21, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date. (Schoolview Properties)

TABLED ORDINANCE

Commissioner Burry asked that both 6.A.2 and 6.A.3 ordinances be introduced and read by title only. CC Purvis read the ordinances by title only.

Commissioner Christian made a motion to table the ordinance for the July 25, 2022 meeting and Commissioner Burry seconded the motion.

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

The roll call vote was:

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

Four yeas, no nays, the Commission tabled the ordinance.

3. An Ordinance of the City of Leesburg, Florida, rezoning approximately 0.59 +/- acres from Lake County RP (Residential Professional) to City of Leesburg SPUD (Small Planned Unit Development) to allow for residential development for a property generally located west of County Road 468 and north of Schoolview Street, as legally described in Section 21, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date. (Schoolview Properties)

TABLED ORDINANCE

Commissioner Burry made a motion to table the ordinance for the July 25, 2022 meeting and Commissioner Connell seconded the motion.

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

The roll call vote was:

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

Three yeas, one nay, the Commission tabled the ordinance.

4. An Ordinance of the City of Leesburg, Florida, annexing certain real property consisting of approximately 33 +/- acres; and being generally located on the south side of County Road 48, east of County Road 33, and west of Haywood Worm Farm Road, lying in Sections 14 & 15, 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. (Sundance AX)

TABLED ORDINANCE

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

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

Mayor Pederson announced this was a quasi-judicial hearing. **CA Watson** replied that this particular matter was annexation, so it was not a quasi-judicial matter. **Mayor Pederson** thanked him for the clarification and asked for any comments from the commission and audience.

Commissioner Connell commented that there are three conceptual plans. The first plan is dated December 1, 2021 and that option shows access to CR 48. The second plan is dated January 29, 2021 and it shows two access points to CR 48. Now the third plan, which is what they are proposing now, has no access to CR 48. All access goes to Haywood Worm Farm Road. He is not comfortable putting that much additional traffic with residential houses and industrial on a two-lane road. This would be in the middle of an industrial park going down to a stop sign. If they could get permission from the county to gain access to CR 48, he would not have any issues with this project. However, without access to CR 48, he could not support this. **Commissioner Christian** asked what the issues were with CR 48, what changed with the plans. **Planning and Zoning Director (PZD) Dan Miller** stated that Lake County does not want them to have access to CR 48. They sent a letter earlier this year and then they sent another one a couple of days ago. Lake County stated that they do not want access to be on CR 48. There is access to the existing single-family house located there, but why the county said no, he could not answer that. **Commissioner Burry** said in the letter it says something about the county anticipating four lanes on CR 48. They also want room for a trail. **PZD Miller** responded they do want room for trails. He does not recall seeing anything about the widening of the road, just that the county does not want an access point there. **Mayor Pederson** stated he struggled with this before, not so much with access, and he appreciates that being brought to his attention. He continues to struggle with the industrial uses being located on three sides. We could even say it is on four sides. He has voiced his concerns about this before and the only change they made was add some mini-warehouses on the eastern side of the project. Now we will have residential homes with industrial uses on three sides with a mini warehouse located within this project. He has said at prior meetings, we have had complaints in the past from area residents in this area about this industrial park. It is hard for him to sit here and approve a residential subdivision right up against an industrial use. He knows there will be complaints coming down the road to future commissions.

Christopher Germano, m Clermont, stated he is the engineer for the project. He was not sure if the commission had the latest plan and provided those to each of the commissioners for the record. He labeled each of the handouts in the bottom right-hand corner one, two and three. The purpose of that was to show the process they went through to try and make this work with what they have. When they first came before the commission, they had straight residential. When they came in with option two, they inter-mixed it with flex space. Now, the last option, which is what they are looking for approval on, is the same version, but based on the county's comments, they have avoided CR 48 access. Instead, they decided to make a boulevard as a separation because of where this property is located. They have residential to the west and industrial to the right, so if this property becomes industrial it will have residential next to industrial. They are trying to find an in-between mix so they could soften that transition. There is existing residential, then there would be their residential. It would then transition into the flex space that would lead to heavier industrial use. That is what they are trying to do. They were trying to come up with a perfect fit. They understand the land is not perfect because it is residential next to industrial areas. If it gets developed as an industrial use, which is what it is zoned for in the county, then it would have that set up. They are trying to make it work with what they were dealt with. With CR 48, the county is standing behind, having no access. He understands the concern about traffic on Haywood Worm Farm Road, but the residential component would be far less than if it was straight industrial. They have to follow county guidelines because they want to minimize driveway cuts to CR 48, so if it is industrial, they would still be limited to not having a driveway cut on CR 48. He wanted to provide some background for what they came up with over the past twelve to eighteen months for this project. He would like to see if they could get there. He would be happy to entertain any questions.

Commissioner Connell asked if the county changed their mind from the first two conceptuals. He asked if they originally had permission or if they had just designed the concept showing access to CR 48. **Mr. Germano** answered when they originally submitted the planning department, that is when it was transmitted to the county. The comment he recently received, when he received it, he quickly interjected and came up with this alternative plan. He was unsure of the whole timing, but when he first found out about it, they got creative and came up with what the commission sees now. That is what they are requesting. **Commissioner Connell** pointed out that there are industrial uses on two sides of this. To the west, there may be a house or two there, but the density is pretty high. It is probably one to five or something there. **Mr. Germano** agreed and said another thing they were working on is Bugg Springs Road, with the military equipment that they have out there. They consulted with them and they are trying to do something that would not create vibration, which is a sensitive topic. He was not sure if that would come into play when you add more industrial uses and if that would be scrutinized a little bit more than residential. **Commissioner Christian** commended them on changing the plan from when they first came in with strictly single-family homes. They have adjusted the plan to include industrial uses and when you bring up Bugg Springs Road and naval aviation, he believes this area has changed. It will continue to change with the induction of The Villages, so what is vacant industrial now, may not be industrial in the future. Even though we may say you are surrounded by industrial uses now, that was probably the highest and best use with the influx of The Villages and other residential neighborhoods. We do not know if industrial uses will be the highest and best use. He is a strong proponent of property rights. If you have a piece of property that you want to develop, he does not want to sit here and tell them he is going to deny them the ability to develop that property. Especially after they made changes to try and accommodate some of the comments that we made about the industrial parts of the property. Again, he commended them for making the changes. He thinks this is probably the best they could do, as opposed to having a bunch of mini-storage units. He does not know if there will be businesses in the units that will produce jobs, but that would be something that would be helpful to the economy. It is something to help mitigate the transition from industrial to residential. He is fine with it and Okahumpka is changing. He does not think we are going to see a bunch of industrial buildings coming on CR 470. He has been on the commission for a while and we have tried industrial and avionics. The only thing that worked was when The Villages came and started building houses. He does not see many more industrial parks coming in on CR 470, especially with six thousand new residents coming. He was fine with what was being presented. He thanked them for changing the plan to try and accommodate and get three votes. **Mr. Garmano** thanked him for the comments. **Commissioner Connell** wanted to reiterate that he did not have a problem with the layout. His concern is all the traffic going on Haywood. That road is just a small little two-lane road leading to a stop sign. Conceptual plans one and two both showed access to CR 48, but this one does not. They show no access to CR 48. They have all that traffic from the industrial and the residential areas going to Haywood and that will cause problems. **Mr. Garmano** said the county would still have the same position regardless of the use. They want to minimize access on CR 48, whether it is residential or full industrial. The county will have the same position. **Commissioner Connell** replied he understood the county was not going to come off. He thinks there could be other uses of the property that would not generate as many trips to Haywood as this particular proposal will.

Commissioner Burry questioned the current zoning. It is the Lake County regional office. He wanted to know what type of industrial use that is. **PZD Miller** responded that the current zoning is agriculture and the future land use is the Lake County regional office. The regional office is pretty much what they are talking about any office type use. However, he was not sure that was the best use for that property. As the years go by, the best uses for land change. We are experiencing some of that here in Leesburg, but the regional office is for office complexes under the county code. **Commissioner Burry** asked about the letter they received. He did not remember which packet it was in, but there was a concern about garbage trucks backing up on Haywood Worm Farm Road. He asked the city manager if he remembered that. **CM Minner** answered yes, but he did not remember which proposal it was for. **Commissioner Burry** said they were going to the incinerator and they had to back up on that road. **Commissioner Connell** stated there is quite a bit of commercial traffic on that road with the industrial and solid waste company there. In fact, they have a business right on that road.

Commissioner Christian inquired about the roads and trucks and what is the capacity of Haywood Worm Farm Road? He stated their job should be to find out if the road can handle the traffic, and if staff says it can or cannot. They cannot just say there will be too many trucks or cars or there are too many dump trucks. If he lived there, he would rather have two hundred cars as opposed to one hundred dump trucks backing up, listening to them beep. Their responsibility should be to find out if the road can handle the traffic that the proposed subdivision would generate. He is on Sunnyside a lot and he sees subdivisions pulling out on a two-lane road. These subdivisions are there and we still have Maronda Homes building another subdivision just down the road. Those people will be coming down the same road. He would like to know if this road can handle the subdivision being proposed tonight. If the road cannot handle it, then they need to find another course. **PZD Miller** replied it is a Lake County road and the application has to be sent to Lake County. They indicate if there are any capacity issues on the roadway or if there are upgrades needed. The only thing the county indicated was that they did not want an opening or an access point on CR 48. They did not mention anything about upgrades to Haywood Worm Farm Road or any capacity issues. **Commissioner Christian** wanted to clarify that the county said this road could handle what is being proposed. **PZD Miller** answered yes. **Commissioner Connell** stated that, from experience, there are a lot of garbage trucks and semis on that road. A lot of the semis are backed up and they parked on the side of the road waiting to get wherever they need to go. It is a narrow two-lane road and if we had access to CR 48, he would be fine with that. Without that access to CR 48, that additional traffic mixed in with the commercial vehicles would not be a good thing.

Mayor Pederson commented he has been on the commission for three and a half years and he is leaning against this project. Previously, we had to sit here and listen to complaints from area residents about two and a half years ago about the incinerator. There were some other businesses involved, but there were ashes and other sorts of byproduct in the air. We were getting all kinds of complaints about it. **CM Minner** stated it was the milling company and it was the residents of Arlington Ridge. **Mayor Pederson** continued to say that it depended on which way the wind blew. That dictated who was calling and complaining, so that has been his struggle with this. **Mr. Garmano** stated they would like to address the comments the best they can. He understands there are concerns about traffic on the road. If they could provide some additional information, they would like the opportunity to talk with the county, and to provide some traffic numbers. It may also involve tweaking the concept plan. They would like to have that opportunity to do that. They sense that they do not have staff support or commission support, so they would like to request a continuance so they can try to work through this.

Commissioner Christian mentioned that the mayor's concern is future residents who live here. Once they move into their new home and they receive their keys and have a mortgage, they may start hearing some incinerator noises and they will say that they did not know there was an incinerator there, or they did not know about the trucks backing up on the road. They will fill up the commission room at a future meeting to complain. We probably won't be here and you will not be here, but a future commission will be stuck wondering what idiots allowed this development to happen. That is a concern. How will they be protected? We heard it from the residents of Arlington Ridge. So, our concern is, when people purchase homes from you, they may not look up and see that big, old smoke stack. Nobody is going to say yes. They saw it, they were just excited about purchasing a new home. That is the mayor's concern. He questioned when a person comes to buy a house, will they be made aware of the trucks backing up in the road and that there may be some beeping noise. What is your protection for a homebuyer who may buy in your development so they are aware of what is happening? Can this be explained through the HOA? Will there be something in the literature to make these homebuyers aware?

Mayor Pederson thanked Commissioner Christian for his comments. He appreciated it because he was at the same meeting. It was a pretty hostile crowd. The issue was that the residents expected the city to fix it and the industrial use was in the county. The city had no authority over them. **Mr. Garmano** responded that they are trying to soften it by having the flex space in the middle. That would be where most of the noise is generated. They may have a plumber or other different type of small business that creates a small amount of noise. With the heavy industrial use that was here first, it is not the other way around. He would hope that when the homebuyer comes in they would do their due diligence so they know what their surroundings are. Such as even being on CR 48 with traffic and noise. It is not that the residential was there first and the industrial use is coming in afterwards. He understands the concerns and they will address those concerns when they come back before the commission. **Commissioner Burry** commented, since it seems like we are talking about the PUD, it currently looks like what has been presented is about four units per acre. **Mr. Garmano** stated it was three-point-five. **Commissioner Burry** remarked that he showed it as eight-five units on twenty-one acres. **PZD Miller** responded that it would change to seventy-nine units. **Mr. Garmano** said the current plan is seventy-nine, so that would

be less than four units per acre. **Commissioner Burry** stated that at four units per acre, he would absolutely not be in favor of it. We had talked about this initially when it first came before us and he said publicly that he was not in favor of this particular piece being residential. The county has it right when they say there should be more commercial office-type uses for the surrounding properties. That is his position.
Mayor Pederson asked if he was formally requesting that all three items be tabled. **Mr. Garmano** answered yes, they would like to request a continuance. **Mayor Pederson** said there would be a continuation, but he asked if there were any public comments. He asked if they anticipated any changes between now and August 8th. **Mr.Garmano** replied that is what they are going to figure out. He would like to say yes, they want to consult with public works, the county and city staff. He would like to present some changes and more clarification to see if they can get this project there. He does not want to bring back the same thing again. **Mayor Pederson** mentioned that even though it is not his place to say it, the industrial submarket is pretty hot right now. Personally, this area is a good industrial area and it will continue to grow. He just wanted to throw that out.

Commissioner Christian made a motion to table this ordinance to the August 8, 2022 meeting and Commissioner Burry seconded the motion.

The roll call vote was:

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

Four yeas, no nays, the Commission tabled the ordinance.

5. An Ordinance amending the Future Land Use Map of the Comprehensive Plan of the City of Leesburg, changing the Future Land Use Map Designation of certain property containing 33 +/- acres from Lake County Regional Office to City of Leesburg Estate Residential, for a property generally located on the south side of County Road 48, east of County Road 33, and west of Haywood Worm Farm Road, as legally described in Sections 14 & 15, Township 20 South, Range 24 East, Lake County, Florida; and providing an effective date. (Sundance Subdivision SSCP)

TABLED ORDINANCE

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

Commissioner Burry made a motion to table the ordinance for the August 8, 2022 meeting and Commissioner Connell seconded the motion.

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

The roll call vote was:

Commissioner Burry	Yes
Commissioner Connell	Yes
Commissioner Christian	Yes

Mayor Pederson	Yes

Four yeas, no nays, the Commission tabled the ordinance.

6. **An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 33 +/- acres from Lake County A (Agriculture) to PUD (Planned Unit Development) to allow for a mixed use development of single-family residential and mini-warehouse storage units for a property generally located on the south side of County Road 48, east of County Road 33, and west of Haywood Worm Farm Road, as legally described in Sections 14 & 15, Township 20 South, Range 24 East, Lake County, Florida; and providing an effective date. (Sundance PUD)**

TABLED ORDINANCE

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

Commissioner Burry made a motion to table the ordinance for the August 8, 2022 meeting and Commissioner Connell seconded the motion.

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

The roll call vote was:

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

Four yeas, no nays, the Commission tabled the ordinance.

B. FIRST READING OF ORDINANCES:

1. **An Ordinance of the City of Leesburg, Florida annexing certain real property consisting of approximately 99.72 +/- acres, and being generally located east of U.S. Highway 27 and north of Windmill Road, lying in Section 36, Township 20 South, Range 24 East, and Section 30, Township 20 South, Range 25 East, Lake County, Florida; providing that said property so annexed shall be liable for its proportionate share of the existing and future indebtedness of said city; providing that such annexed property shall be subject to all laws and ordinances of said city as if all such territory had been a part of the City of Leesburg at the time of passage and approval of said laws and ordinances; providing that such annexed territory shall be placed in City Commission District 3; and providing an effective date (Mar-Jo Pines).**

Commissioner Christain 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 none. He stated this item would lay over.

2. **An Ordinance amending the Future Land Use Map of the Comprehensive Plan of the City of Leesburg, changing the Future Land Use Map Designation of certain property containing 99.72 +/- acres from Lake County Rural and Lake County Rural Transition to City of Leesburg Estate Residential, for a property generally located east of U.S. Highway 27 and north of Windmill Road, lying in Section 36, Township 20 South, Range 24 East, and Section 30, Township 20 South, Range 25 East, Lake County, Florida; and providing an effective date. (Mar-Jo Pines)**

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 none. He stated this item would lay over.

3. **An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 99.72 +/- acres from Lake County A (Agriculture) to City of Leesburg PUD (Planned Unit Development) to allow a single-family residential development for a property generally located east of U.S. Highway 27 and north of Windmill Road, lying in Section 36, Township 20 South, Range 24 East, and Section 30, Township 20 South, Range 25 East, Lake County, Florida; and providing an effective date. (Mar-Jo Pines)**

Commissioner Connell 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 stated this item would lay over.

Commissioner Burry questioned back in one of the earlier developments, he believes they needed access off Windmill Road, is there anything being worked out with this. He believes that was with Whispering Hills. **Greg Bellieavu** of LPG said that both projects will be accessed off of Whispering Hills. **Commissioner Burry** asked for clarity that they had in fact worked that out. **Mr. Bellieavu** replied yes.

4. **An Ordinance of the City of Leesburg, Florida, extending the expiration date set by Ordinance No. 00-29 and later extended to September 30, 2003, then extended again to September 30, 2006, and then extended again to September 30, 2009, then extended again to September 30, 2012, then extended again to September 30, 2015, extended again to September 30, 2018, then extended to September 30, 2020, then extended once more to September 30, 2022 for the participation by the City of Leesburg in the Municipal Service Taxing Unit established by Lake County to fund Ambulance and Emergency Medical Services; and providing an effective**

date.

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 none. He stated this item would lay over.

5. An Ordinance of the City of Leesburg, amending Chapter 17, Pensions and Retirement, Article IV, Police Officers' Retirement Fund, of the Code of Ordinances of the City of Leesburg; amending Section 3, Board of Trustees; amending Section 6, Benefit Amounts and Eligibility; amending Section 10, Optional Forms of Benefits; amending Section 17, Minimum Distribution of Benefits; providing for codification; providing for severability of provisions; repealing all ordinances in conflict herewith; and providing an effective date.

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 none. He stated this item would lay over.

C. NON-ROUTINE ITEMS:

1. Resolution of the City Commission of the City of Leesburg, Florida relating to the provision of Fire Protection Services, Facilities and Programs in the City of Leesburg, Florida; Imposing Fire Protection Assessments against assessed property located within the City for the Fiscal Year beginning October 1, 2022; Approving the Rate of Assessment; Approving the Assessment Roll; and providing an effective date.

ADOPTED RESOLUTION 11,115

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 Connell seconded the motion.

Mayor Pederson requested comments from the Commission and the audience.

Commissioner Christian said he knew we were at eighty-seven dollars. He thinks we started at fifty-seven when we first started. Is there any idea, comments or thoughts about where this could ever go down from eighty-seven dollars? When we tax people, we always go up. Do we ever consider going down? **CM Minner** said this may be something to consider next year. This is the fire assessment fee for fiscal year 2023. For fiscal year 2024, we will be presenting a modification to this for a Non-Leesburg resident and a Leesburg Village resident rate. There will be a difference there because The Villages houses will be developed inside the city, but for the fire services, that will come from The Villages Fire Department, not the City of Leesburg Fire Department as initially contemplated when we made the agreement. Since that time, we found out that we can in fact have different levels of service with different fees. We will be presenting that for fiscal year 2024. Based on where those numbers go, maybe at that time we could consider a reduction. Just straight talking, at eighty-seven dollars he does not see a reduction in the near future because, at eighty-seven dollars, that is only taxing at thirty percent of our total ability to tax. Realistically, to collect everything that we can, so the general fund, and the ad valorem rate has less of a burden for fire services in it, which the statutes allow us to do, our actual one hundred percent rate is probably going to be around one eighty-five dollars and we are only taxing at eighty-seven. It is something to look at, but he does not see a reduction. **Commissioner Christian** commented that he gets it and we can tax and our millage rate could go up. If we were good stewards, we could look at it every now and then. We want to look at the residents and say, you know what, we do not have a tax at eight-seven dollars, we can get you sixty-seven dollars. We are always passing the buck. The city manager could use that terminology at thirty percent, but three years ago we were at zero because we did not have a fire assessment fee and we still made it work. This is just something to think about in the future, because we very rarely say to people that we are going to give them some tax relief.

The roll call vote was:

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

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

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

A. Financial Reports as of April 2022

Mayor Pederson commented that in the report he saw the marina has past due accounts, which total about one thousand dollars. There are four different people. He also saw an airport amount past due and one person was six hundred and sixteen dollars past due. He knows we have a waiting list at the marina and the airport, so he is surprised that we were letting someone get this far past due. **CM Minner** replied that was duly noted. **Commissioner Christian** asked if these people were there or if they were out of town. **CM Minner** answered that he did not know that answer. He would get those back to him. **Commissioner Christian** responded that if they were still there and they owe the city, he thinks we need to look at their lease agreements because he is sure the lease does not say they can owe four hundred dollars and still be a tenant. Could we tell them to take their boat somewhere else and let someone who is here willing to pay their bills come in? He does not think they should be allowed to stay there and owe the city money. We see this report every month. **Mayor Pederson** said the amounts run from one hundred and ninety-nine dollars up to five hundred and forty-five dollars, so that tells him we have people that owe more than just one month. **CA Watson** added that typically the process gets underway through some sort of notice demanding payment giving them a period of time to pay. **Commissioner Christian** remarked," so do not go pull their boat out", is what you are saying. **CA Watson** said that is true, it could start with a notice that might solve the problem. If it does not solve the problem, then you move into the eviction process if

you want to do that. **Mayor Pederson** stated that he only made an issue of it because he knows we have a waiting list at the airport and the marina. He is not against working with somebody who is being reasonable, but he noticed this going through the report. **Commissioner Burry** said we approved a collection agreement. Is this not something that they can do or are these types of things that we do not want to send through to utilities? **CM Minner** replied that he did not know. There might be a separation there. He would look into it. **Commissioner Burry** said that we have somebody that goes after the money right now on utilities. **CA Watson** mentioned he was unsure if this type of issue would work into what the collection agency had agreed to do. It may be more appropriate for them if you get through the case and obtain a final judgment on a certain amount owed. At that point, you could turn it over to the collection agency for them to collect the funds.
Mayor Pederson said he only brought this up because we have a waiting list for both the airport and the marina.

B. Consider FY 2023 Capital Improvement Projects and American Recovery Act Grant Spending.

CM Minner stated with the budget process approaching he would like to review and get some input on capital improvements. Obviously, as we move into fiscal year 2023, capital improvement projects will be something we talk about. However, what makes this year different than years past is the amount of American Recovery money we have received. The purpose of this presentation is to identify priorities and some of these projects we could fund from that source. It is a little different with the American Recovery grant money because we can operate a little differently from the typical budgeting process since we already have these funds in-house and they are available to spend.

Referring to a slide, he stated it shows where the city has been over the past nine years in terms of capital improvement priorities. On the general fund side, it shows everything that we have done from the US 27/Gateway projects all the way through the Pine Street project, which is almost ready to go out for bid. We did these projects, with the exception of Main Street and the Resource Center projects, with cash. The city leveraged cash and did those projects, which were probably close to twenty-five to thirty million dollars. That is a remarkable accomplishment. He would be remiss not to put all the other projects in there, which include the utility systems, because those are the givers to the city in terms of revenue and they help with operating the general fund. We have done a lot, from the transformers we purchased to the water treatment plant, which we expanded. We are now looking at adding on to the retention ponds along with a bunch of other different stuff. We have also done a lot of stuff out at the airport. It is important because we have accomplished a lot of things in the last several years. We are at a phase now where it is time to recalibrate. We talked about some different things and the flavor of projects, especially the pool and the Pine Street project. When we rebranded our mission statement, we started leveraging the Lakefront City slogan. We were going to make improvements to what makes Leesburg special and unique. That is the lakefront and the leisure part of life, where we start to invest in the recreational types of things that enhance Leesburg.

Moving on to another slide, he reminded the commission that there was eight-point-nine million dollars of cash available to start projects. That is without tapping into the general fund reserves which, at the close of this fiscal year, will be around twelve million dollars. That above the reserves requirement gives us about five to six million dollars to spend. In past years, he has said to include some of the cash and put it in the bucket. With the economy changing a bit, he was conservative and said not to spend it. Let's take care of our cash since we have eight-point-nine million dollars and it will take a couple of years to spend that on different projects. When we talk about that revenue, we marry that in with the Discretionary Sales Tax (DST), and we come up with a little over two million dollars a year. He believes it is two-point-two million dollars a year in discretionary sales tax. After paying for the credit card and other encumbrances, we end up with a little over seven hundred thousand dollars of DST money a year. That is unallocated money that we spend in different ways each year. That is special this year as it gets married with fiscal year 2021. We were extremely conservative in our revenue projections because of Covid. We actually have six hundred and fifty thousand dollars in DST money that we have not spent. Finally, it is referred to as the war chest, but when we sold the fiber system we netted about eight-point-one million dollars in cash. We did a bunch of different projects, but we still have one-point-two million dollars in cash available that is sitting in the capital projects fund. When we put all those numbers together, that is how we come up with eight-point-eight million dollars. That is a real number, it is a cash number. From a cash standpoint, seven hundred and six thousand dollars will come in over the term of fiscal year 2023. We will receive the second draw of the American Recovery Act money in December, which should be another five and a half million dollars. That will give us the full eleven million dollars that we were scheduled to receive. As other capital projects come in, these are the important numbers in DST. With natural gas, once we see The Villages take off, along with some of our capital improvements that went along with joining South Sumter Gas Company, we should see more money come into the gas fund. That will replenish our capital improvements and our legal fees. It will provide cash for us to use for capital projects. Somewhere between one and two million dollars a year is our net. We also have a solid waste fund, which continues to do well and that has provided varying levels of cash. That is where the cash is. If we continue with the same approach with the "pay as you go", we will end up getting cash.

Referring to another slide, they set aside money for the American Recovery Act expenditures. However, he did not want to review all the expenditures. Jumping to the last one of six-point-three million dollars, we put that away for the turnpike expansion. To get to the eight-point-eight million dollars, he is requesting to change this, and not spend the money on the turnpike. There are three reasons why he is now asking to change this recommendation. First, there are other favorable conditions on the turnpike. We found out that when we did the financial work on the debt issue which will be coming before the commission soon, the wastewater treatment plant could actually absorb the increase in debt. They could absorb that additional debt without the need of that six million dollars. There have been some other favorable recommendations coming out from the Biden administration, about different ways we are allowed to spend the American Recovery Act money. Basically, they have stipulated that most of that money can be put into a recovery of funds. We could clean the desk, wipe it all into your general fund. It will be washed, it would be recovery money that you could spend as you see fit. There are still some recommended ways to spend the recovery money. For example, it would be on things related to Covid and those who have been impacted by Covid, along with recreational projects. We just have to come up with different projects that fit into that. Finally, there was a discouragement from the Biden administration that stipulated if you were bonding out projects or doing stuff with other money, you could not use the American Recovery Act money on that. For these reasons, he suggested wiping that six-point-three million dollars into capital improvement projects because that would qualify. We would then have that bucket of eight-point-eight million dollars.

Moving to another slide, he said where he would like to spend the American Recovery Act money is Market Street, and the City Hall courtyard, which are kind of the same project. This project was born out of the main street downtown master plan that was finished in 2018. That plan suggested several different projects. The Market Street concept goes from the Library all the way over to the courtyard in front of City Hall. It will create more ambiance, more gathering points and pocket parks. Redoing Market Street will help with our festivals and events, including Bikefest. It would continue the investment in the downtown. It goes with what we have been done on the basin up to Pine Street. Now with Market Street and in front of City Hall, that would encourage more activity, participation and promotion in our downtown. The initial estimate for making some street improvements and courtyard improvements would be about three million dollars. Looking at Sleepy Hollow and Susan Street, those projects would be around three million dollars. We have already done a lot of work at Sleepy Hollow to bring in the NCAA to market Sleepy Hollow as a softball/baseball destination. We need to keep that going because we only have one more year with our commitment from the NCAA. To keep that moving forward there are other improvements that need to be made. The second thing we may want to do is flip-flop the uses because we currently have baseball and softball in two different parks. If we change that mechanism to where we have two marquee parks, one being Susan Street, and the other being Sleepy Hollow, we could do more to leverage our park system and bring in tourist dollars to better utilize our local purposes. This plan could go anywhere from three million dollars all the way up to twelve million dollars depending on where we really want to go. He recommended that the core of this project is to get the city in a position where Sleepy Hollow is the baseball/softball complex, so we change out the two football fields which are on the southwest corner of the park and make those baseball fields. On Susan Street, we would make everything football fields. He mentioned that football is interchangeable because they could be used for soccer fields and lacrosse fields. That would put the city in a position to bring in more folks. The baseline is to do the "buick" plan, which is three million dollars. That is to get the facility set up, then in future years we can always reinvest. The third project would be the marina rehabilitation. The marina building has really outlived its youthfulness and its usefulness. He did not remember when it was constructed. It is a double wide with an office and some bathrooms. This project could go a bunch of different ways. It is something we could talk about. To build a facility, it could be as little as two or a couple hundred thousand dollars. We could also do something more grandiose depending on what we want to do. We could add wet slips and change the whole look of the marina. With where we are in terms of the marketplace and where bids are going, he suggested keeping the eight hundred and fifty-six thousand dollars unallocated for now. There may be other projects that pop up and some other ones that need to be shifted. He asked how the commission felt about this plan with Market Street, Sleepy Hollow and the Marina. These projects would be a good year and a half of work from designing to construction. He mentioned that these would come back for expense reports and contract approvals.

Referring to a slide, he showed the Venetian Cove Marina. With the two million dollars, we would have forty-four wet slips and one hundred and forty-five dry slips in a big barn where we would sell fuel. We would also have offices. We would have a maintenance bay, restrooms, concession and parking. It would be nice to fix that building so we could do something a little more attractive. He showed more renderings that could be done with the marina. We could just keep an office with the basic needs. There would be two offices and a reception area. The reception area is not very big. That is for people who come in to set up rentals or to just check out Leesburg. There is a small area needed for reception and restrooms. For the house we will need to have about twelve hundred square feet of space. The building that is there now is no longer functional. If we decide to go bigger, we could add an eatery. We could also add an outdoor area and put in a commercial kitchen. The concept can be really little or it can be really big. He just wanted to point out why the allocations were so big. We may have some competing demands with Ski Beach, so we may not want to put an eatery there. However, these are things to consider at a later date, but we do need a new building. He showed different renderings of where the building could be placed on the site which could possibly free up space. It could be closer to the ball field or brought down closer to the water. A lot of that depends on what the GEO Techs bring back and what the desires are to improve that area. We could also have a public/private partnership, but the bottom line is we need that facility and we have always talked about adding slips. We had the slip project in the 2018/2019 budget. We pirated that money and shifted it over to the Aquatic Facility as that ran over so we would not encumber expenses and spend money that we did not have. We decided to kick the marina can down the road. We now need to bring that project back. The rough house estimate for forty-four wet slips and one hundred and forty-five dry slips would bring in about two hundred and fifteen thousand dollars a year to the general fund. We will provide the slips at market rate. We currently have a wait list and it would provide the general fund with a little cash. It could provide about eight percent to the general fund in revenue. Another question is, do we want to add more slips? We started the project at half a million dollars, but with the two million dollar proposal, we could go fancy with the building with one point five million dollars. Then add more slips which would cost another half a million dollars. It would also be a return on investment for us. If we added an additional thirty-four to the forty-four slips, we could bring in around sixty thousand dollars if we rented them all out. He believes that we could get them all rented out. We have varying levels; we could go smaller or we could go bigger. With the thirty-four additional slips, that just felt like a comfortable number. We feel that we could lease and build more slips without it taking up too much space in the cove. It felt like a workable number.

Referring to a slide, he showed what the Susan Street and Sleepy Hollow projects could look like. He provided a rendering of what the city could do with Susan Street if we were to move stuff around. We could have five football, multi-purpose fields for football, soccer and lacrosse. There would be a big football field with a track that would be the grand prize to really have a lot of different sports and marketing events. That is where the two baseball fields are currently. That would be used for the football field. They would move the baseball fields and the tennis courts to get more space and entry. Again, this project could get really big too. We could take it all the way up to Griffin Road. It could also leak down behind the Palm Plaza. There are a lot of different things we could do. However, this is the core just to get the project started. **Commissioner Christian** questioned if we were talking about turf fields on one field or all fields. **CM Minner** replied that everything would be grass fields. **RD Rima** clarified that the stadium field would have turf. The other fields would be grass. **Commissioner Christian** stated that he would have his support.
CM Minner continued to say with Sleepy Hollow it looked like they needed to slide two more fields in. There are a lot of other needs at Sleepy Hollow if we really want to get fancy. We could add additional restrooms to the center aisle, we could do different things with grandstands and dugouts, we could get super exorbitant. His recommendation is to do what we need to do to get the flip in. The partnership with Allison Strange has been awesome, but if we are going to keep the NCAA and other tournaments here, we really need to start spending some big bucks. At the end of the day, there are always concerns that we are going to lose out to other cities with deeper pockets, and we will start getting into competitions. It will not be soon, but probably three to five years. Ms. Strange could talk more about that. If we make these improvements, we could be looking at another two to three years, which gives us another six years of NCAA. There are some financial risks there for us because, eventually, we are going to get outbid by the Lakelands and the Clearwaters. Luckily, it has not happened yet. Ms. Strange told him a story the other day, of when the girls were playing softball here in Leesburg and Clearwater. She received a response that they liked Leesburg better than Clearwater. Obviously, those girls were into softball because they did not miss all the activities and the events in Clearwater. They were there to play softball. We are doing things right and a lot of credit goes to Ms. Strange and RD Rima for getting it done and keeping the fields in shape. We need to keep a pace and we also need to keep pace with being financially reasonable. That is why he snuck that four and a half million dollar number in. He thinks we can get the conversion started and the base bones done in the three million ballpark. Why do we need to spend so much on converting the fields? The answer is for our own recreational programming, so that we have a baseball/softball complex along with a football, soccer and lacrosse complex. We need two different facilities with two different uses that would make better use of our facilities. It would also have an economic impact. On the Sleepy Hollow numbers, with 2019, 2021 and 2022, we have seen the real numbers. Ms. Strange is here if there are any questions and she can talk about how the matrix goes together because the numbers were not pulled out of the air. They were calculated when these types of events were held and people stayed nights at hotels. There is a real formalistic approach that shows the economic impact of making these changes. We can see a jump from four hundred thousand dollars to the half a million dollar range. The next step is to keep the NCAA here for another couple of years. In 2019, we have two hundred and seventy-two thousand dollars. In 2021, it was a little over one million dollars, and in 2022 it was two-point-one million dollars. If we make these changes, the outlook for 2023, 2024 and 2025 could be 2.5, 2.7, and 2.8 million dollars. Over the last six years, we have seen the eleven and a

half million dollar economic impact Sleepy Hollow has brought on the community. Susan Street has the same potential. There is a chart, but they had to kick out the improvements because those take time to build. We built it slowly based on events getting started. We are looking at about three hundred to four hundred and forty thousand dollars to a little over half a million dollars. The potential impact on the region of one point five million dollars and the longer these things are a success and the more people use them, the more economic impact it will have on the community. Not only would we be bettering our facilities, we would be creating a destination place. We would also be using our moniker, the Lakefront City, because we would be boasting about our leisure services, which make Leesburg a better place to not only live and work, but to come and play while using the natural resources that we as locals enjoy.

Moving to the next slide, on Market Street, staff is working with GAI on the concept phase. They are probably two or three meetings away from finishing that up before they can present it to the commission. The concepts they are seeing are the ones they liked best just to show the flavor of what we could do. He showed a rendering of what the courtyard could look like with added pavilions, installed brick pavers, and dressing up the fountain. There are some other different perspectives on what they could do. That theme would be carried down the Market Street corridor to the Library. The price tag for this concept is about three million dollars. He recommended shifting the six point three million dollars into the capital projects fund. That will reset the deck and claim everything as recovery money and from there we will shift the decks. Mind you, these projects would be put in the fiscal year 2023 budget using the American Recovery program as the source of revenue. We will make a resolution stating how we want to spend the money. Then, by direction of the commission, we will start each of these projects if we like these concepts. The next phase will be the design phase. If you say tonight that you like this, even though there is no need to vote, we just need the directions. The next step would be to start the RFP process for design on all three of these. He would bring back a contract which would be paid for out of these funds. It will work incrementally. We establish the project by resolution, shift the funds around and we then weave it into the fiscal year 2023 budget. We will come back before the commission with each project. Each phase of the projects will come before you, there will be public input sessions, we will go out to bid and the construction contract will come before you. We are not going to go spend eight point eight million dollars, but it will certainly set the stage for that. There are checkpoints all along the way to control expenditures and to keep them within the budget. We need to continue working with Allison Strange because a part of the concept would be to use her firm to leverage the resources to bring in football, soccer and lacrosse. We have had people knock on our door asking where they can go to play soccer. Soccer organizations and rugby associations are set up differently, so we have had people knock on our door. Ms. Strange can help harness those things to really make an impact. Investing in Susan Street is a critical element. It is an important part of our community that has been hurt by blight. The best way to tackle blight is to invest in it. If we can get people to come to Susan Street to see that part of our community, they will see what we are doing with it to make it better, which makes Leesburg better. Doing that project would be very exciting and he does not think it can be underscored as a benefit.

Mayor Pederson asked for comments from the commission. **Commissioner Christian** said these are great concepts. He questioned about tourism dollars. Is there anything we can pull down on tourism dollars from the county? He knows we have talked about wet slips and things we could do to enhance the Marina. However, he does not look at it as competition. He feels if we are adding forty-four wet slips, and if we have more people there, the last thing we want is to have one restaurant where people cannot get in. It may not be something where everyone may want to go, but they may want to have their own little group at the marina. Maybe we could have some type of eatery, whether it be outdoors, it could be something small. We could find a vendor to run it. It could enhance Venetian Gardens. If we could pull down the tourism dollars, that may help us take these projects to the next level. Even if we get three hundred thousand dollars, that would be something to use towards one of these projects. It could take it to the next level. **CM Minner** stated that he tried to keep it high and easy. He did not put anything too low and weedy. Yes, we need to go back to the county, we need to show them what we are building and try to get some of those TDC dollars. When looking at Leesburg, we have the most hotels, so with the bed tax dollars, the majority of those dollars come from Leesburg. We also have a new hotel in town and these facilities are going to do nothing but continue to promote that. So, yes, we need to go back to the county and ask them for some more money. **Mayor Pederson** wondered about having a new restaurant there. He was not sure if we needed to do a kitchen facility with a commercial kitchen and food operations. He thought we should shrink that building. He fully supports everything at the marina except for the commercial kitchen. He does not see the city needing to be in the restaurant business with a new ten thousand square foot building within walking distance. **Commissioner Christian** remarked that we could contract that out with a small restaurateur. He thinks a lot of cities are doing that where they have commercial kitchen staff and they can utilize it for catering events or small events. For example, at a Leesburg Lightning game, you could get some hot dogs and hamburgers there, but what happens after the game? They may want to hang out after the game and the restaurant is at full capacity because a hundred people just walked out of the game. **Mayor Pederson** stated that we have a commercial kitchen at the Venetian Center. **Commissioner Christian** remarked that with the Venetian Center we are talking about two hundred and fifty dollars an hour just to use it. **CM Minner** stated there would be a discussion with Randy Quintas. We can get his input on this. We need to start by examining all of our options. We need to keep the budgeted numbers as we have because they work within our available cash. If this is the plan the commission wants and it marries everything we have been talking about over the last few years, we should move forward. It does emphasize our recreational leisure opportunity. We have money to set aside, so at this point we should set aside the levels. The next stage would be to start working with the Purchasing Manager on the RFPs. **Commissioner Burry** stated he is all in favor of the improvements. At the top of his list was the Susan Street improvement, especially for our youth. Just looking at what it does for the community, it gives a home to our junior jackets and it would give so much that has been needed. The recreational director and the recreation board have talked about this over the past ten years because we do not have enough soccer and football fields. This is something we just have to do. Looking at the marina and the numbers that were put up for the slips, two hundred and fourteen dollars a year to put in thirty-four additional slips that would generate sixty-two thousand more dollars. That is something that in ten years pays for itself. Just with those things alone, not to mention the needed building improvements and office space. With the appearance of the area down on the waterfront, we are known as the Lakefront City, so we need to do something. **Mayor Pederson** asked what his thoughts were about the restaurant or food service. **Commissioner Burry** replied that he was not opposed to it because Eatons Beach would be unbelievably busy. He thinks providing more destinations on the waterfront gives more reasons for people to come buy gas or purchase a hamburger. It will not slow up business at Eaton's Beach. While we are fixing Susan Street, we should address the additional needs at Sleepy Hollow. It is already kind of a cash cow for our tourist dollars coming through and it would just make good sense. **Mayor Pederson** mentioned with Sleepy Hollow he was not clear because he heard talk about expanding. Are we expanding and improving the concession stands? He thought we were going against that. He saw so many fields; baseball and softball fields of different sizes. **CM Minner** answered yes, the initial swag was to get everything situated so we would have football fields and baseball fields. To do that at Sleepy Hollow, we needed to remake the fields and reconfigure the lighting. That is the number one priority, then depending on where we are with funding, we would reallocate the priorities. We need to do some stuff with the back stops and dugouts. We also need to talk about the pa-system. We have a big long list of items there but we are throwing three million dollars at it at this level. We will come back and check off the most important ones, which would be the field swap. **Mayor Pederson** asked if we had adequate restrooms. **CM Minner** said no, where the big bathroom is set up it is far away from the fields. To have a marquee pristine community, we would love to have all the fields right in the middle of fields one, two, three and four where the concession station is located. We would love to upgrade the concession stands and those are on the want list. If you go back and read the fine writing that he glanced over based on costs, he pushed those out. **Mayor Pederson** asked while looking at spending all this money, are the restrooms at least air conditioned. **CM Minner** answered no. **Mayor Pederson** remarked that they should be. The last time he was there he did not think we had enough restrooms. In the heat of spring and summer, an air-conditioned restroom would be pretty nice. **CM Minner** replied there is a slew of capital improvements that we can make everywhere. This presentation and his direction to the commission, whether good or bad, the biggest thing to look at is the recovery money. That was a real blessing. We have eleven million dollars to spend to make Leesberg better. We do not have to use our existing special revenues to do that. It also allows us to do different stuff. Some of which are to finish off improvements at Pat Thomas and to fix the Partnership building, so we still have to come back on those items. This was a once in a lifetime opportunity to spend that money and what he was trying to do was spread it out and hit the high points. Through this we hit redeveloping and investing in our downtown, investing in blight and investing in recreation. **Mayor Pederson** stated he thinks it is great. He wondered if we should eliminate two fields and focus on the concession stand restroom area. That was all he was throwing out. However, if the fields are needed, he does not want to touch them. **CM Minner** commented on the want list at the end of the day that if we do everything right and more capital money flows in, even though this really is basic bones to get it started, we can always go back and revisit that. **Commissioner Connell** commented that there is one football soccer field at Susan Street. How many fields are at Sleepy Hollow? **CM Minner** replied two. **Commissioner Connell** wanted to clarify that under the proposed plan, we are going to create four fields at Susan Street. **CM Minner** answered there would be five fields at Susan Street, zero at Sleepy Hollow. **Commissioner Connell** said we are basically creating two new fields. As far as baseball fields go, we would be losing two baseball fields and two softball fields at Susan Street. **CM Minner** said we are losing a net two**. Commissioner Connell** asked how many fields would be created at Sleepy Hollow? **CM Minner** responded two. **Commissioner Connell** stated that, in essence, we are losing two fields. We are losing two fields and we are only getting two football and soccer fields for three to four point five million dollars? **CM Minner** answered yes, that is right. **Commissioner Connell** remarked that for him, it is a lot of money to lose two baseball fields while only getting a couple of football/soccer fields. **CM Minner** stated that he understands where he is going. On the surface, that is how it looks, but diametrically, it changes the use of the facilities where now we would have zero. Basically, even though we have one football field, we have zero ability to do anything except Pop Warner on that field. There are tons of sections of economic opportunity and the reinvestment of blight with being able to leverage football, soccer and lacrosse. Having that facility is worth way much more than losing two baseball fields at Susan Sstreet or Sleepy Hollow. On top of that, Sleepy Hollow is already successful with the amount of fields it has. It has the ability to have a net loss because you have two separate distinct facilities that have the ability to bring in the amount of economic input and better service. He understands the calculation, he just disagrees with it. At the end of the day, it is a net loss. **Commissioner Connell** wanted to know why the fields we have now are not suitable or usable for soccer or lacrosse? **CM Minner** answered that they are usable for small-scale soccer and lacrosse at Sleepy Hollow, but they are not in a condition or a size to be able to host or bring in economic development. Those two fields will not service a lacrosse tournament or a football tournament. It only helps with peewee and minor stuff. It is not in a position to be a destination place. They are not serviceable, nor are they big enough to be regulated. **Commissioner Connell** asked if we were not talking about Pop Warner football? Is there another football team that could be played there other than First Baptist? **CM Minner** said there are different clinics for football, but do not forget the multi-use of the fields to have soccer and lacrosse. Once we cross the bridge, even though football would probably still be the Pop Warner. We could add some clinics. When we cross over to soccer and lacrosse, you will be able to tap into a bunch of other events where we cannot recruit now because we do not have the facility for them. **Commissioner Connell** stated that he may need more education on this because he did not understand why the fields would not be suitable for soccer. **CM Minner** said you would go from one field to five fields at one location. **Commissioner Connell** said he gets that, but what he was not getting is the fields we have now are not suitable for soccer or lacrosse. He is trying to find out why that would be. **CM Minner** stated that it would be a multi-use function and the number of fields.

Allison Strange, stated she appreciated the questions. It is difficult to understand when you are not in the tourism space. One thing the city is doing that is spectacular and she thinks is very cutting edge in the tourism market, is we are actually looking at the impact of a tourism project on the community. Tonight Mr. Minner talked about that impact and that was fantastic because most communities do not start with that. Most communities go straight to the heads and beds, the room nights and the economic impact. You are actually looking at the bigger picture, which is what it will do for your community. To the issue of what events you can and cannot bring in. For example, we as a community have already been passed up twice in the national collegiate rugby championships. We had to pass on the AVP Pro Grass Volleyball Championships and the youth junior league football college exposure camp. These are all opportunities that we have not been able to bring in specifically because of the facilities we have. For example, national collegiate rugby needs stadium seating. Part of what is on the wish list here is to have portable stadium seating, so we can move it from Sleepy Hollow to Susan Street when we have specific events. We want to create that flexibility. That is why when the city manager said we do not want to put all of our eggs in one NCAA Championship basket. That was thinking wise for the time being, because the flexible project that your staff is starting to put together allows the city to support multiple different sports, at multiple facilities, with the same resources. That is pretty cool. With the rugby championships, that would have brought in about five hundred room nights. With five hundred room nights, that puts you into that mid-level category of economic impact, where you are looking at three hundred and fifty to six hundred and fifty thousand dollars coming into the community as an economic impact from that one event. That is not dollars in the budget, but it is dollars in the community. What does it cost? It actually provides the opportunity to put your very thriving, very healthy Pop Warner football program the opportunity to grow by forty percent in front of a collegiate championship on their home field, which is very cool. With a facility like that, you could go after the FHSAA finals in every division. You cannot do that right now, referring to Susan Street. There are youth football programs that bring in anywhere from one hundred and fifty to six hundred room nights on a weekend; Friday, Saturday and Sunday. They are always looking for places to go, but they want four to ten fields in one location. Right now Leesburg does not have that. You do not have anything that is a stadium style for grass, multi-purpose sports. She also appreciates the concern about losing two softball fields. She is a softball girl. She loves hearing that. The reason why that works at Sleepy Hollow is because Sleepy Hollow already has eight fields and you would be making that one facility a ten field facility. If you recall, she said they were looking for six to ten fields. That would put Leesburg at the highest end of a natural turf facility in Florida. Seminole only has a six field complex. Right now, Leesburg is competing with turf complexes in Alachua County and in Newbury, Alachua County, and that is pretty much it. There is not a lot of competition. So, by taking these two fields and adding them to your eight fields, you would now have ten fields to play on. They can be converted between softball and baseball because of the wonderful staff for the right events. It really opens the door to being able to have major conversations with major names on a national level all because you took the inventory you already have and you readjusted it. It may seem like a net loss, but it is actually a huge gain for your community. Not only for the youth programming, but also from a tourism standpoint. **Mayor Pederson** thanked her for her comments. He commented that with Susan Street you cannot compare what we are building to what is there now. We would be going from a "c" to an "a". **Commissioner Christian** added that we are even going to have a turf field, so you cannot compete with that. Plus, they are adding a rubber track around it. He had a conversation with Brian Harter the other day. He was talking about Wildwood getting their second rubber track. Right now, Leesburg does not even have one rubber track. Of course, for the athletes, rubber tracks are better on their knees, so when they said rubber tracks, he thought it would be awesome to provide that opportunity. It will also make our complex look better. It will bring it up to a much better level. He understands what Commissioner Connell was saying because he is a baseball guy, but Ms. Strange made sense when she said we have ten fields so we can compete. Our goal was to bring in tournaments, so making a ten field complex makes more sense.

Roger Croft, Chairperson of the Recreation Advisory Board, stated that, from a recreation standpoint, Commissioner Burry and himself have been talking about this for the last ten years. Mr. Burry has a lot of children in his family. If you have two different age groups, your family is essentially split the way the current situation is. Your wife is hauling some of the kids from the age of ten through twelve to one field and the father is hauling the other kids over to Sleepy Hollow to Babe Ruth fields. If you have daughters who play softball, that is at another location and we still have little league kids. This makes the best sense. The most critical part is Susan Street, because we cannot do what needs to be done at Sleepy Hollow until we get the renovations done at Susan Street. The board was not happy when they found there was a lighting project being done at Susan Street last year without coming to the Recreation Advisory Board. He thanked the commission for giving him the opportunity to speak and to clarify some things. He knew there was a concern about a vote from the Recreation Advisory Board where we had four people at our June 14th meeting. They are currently praying for their fellow board member. However, they made a unanimous decision to proceed from conceptual to turn this over to design. It was not an approval for the whole project. It was just an approval to proceed.

Mayor Pederson stated that these are all great projects for our city. It will be amazing. **CM Minner** commented that he knew Commissioner Connell had some questions. The reception of the concept was good. He wanted to remind everyone that the budget workshop meetings are coming up July 5th, 7th and 12th. There are two ways to solidify these. First, through the budget process. As we move through the budget process, you will see these in our CIPs. He knows some of the commissioners have other wish lists and he will weave that into the budget process and we will talk about those at that time. Secondly, on the next agenda he will put a resolution that reestablishes how we are spending the recovery money. That will be placed under the consent agenda. Pending that approval, the next thing he would do is internally start working on the design aspect with the purchasing manager. They will start putting out the proper RFPs to get these projects started. He will report back to the commission when that occurs. **Mayor Pederson** asked if he was looking for a vote on this tonight. **CM Minner** replied that he did not think there needed to be a vote because the way this was set up, there would be a vote on the resolution and a vote on the budget. **Commissioner Christian** stated that on Market Street, when looking at the concepts are we coming down in front of City Hall? **CM Minner** responded yes. **Commissioner Christian** wondered if we were doing anything with the courtyard in front of city hall. **CM Minner** said that was the courtyard. The pictures he showed were of the courtyard. It goes from the courtyard to the Library on Market Street. **Commissioner Christian** asked if we were talking about pavilions and the brick pavers down the middle and if we would be closing Market Street? **CM Minner** answered no. Market Street will remain a street. We will still be able to use Market Street. The improvements will make it more pedestrian friendly when we close it for events. **Mayor Pederson** said it will be brick pavered at one level**. CM Minner** added that there are other issues on Market Street that need to be addressed, like the dumpsters. We have to come up with a way to disguise those. We talked about corner dumpsters and the pocket park concept. Those are the kinds of things we will talk about on Market Street. We will need to look at that in the plan.

Commissioner Christian stated that we are doing work on Pine Street. This deals with the CDC and the partnership that we have with the city. There is one little piece of property which represents the Barbecue Pit triplex and the quad plex, that is up for sale. The CDC feels this property is the hitch for the connectivity from the hospital to Canal Street. He proposed that the city work with the CDC to try and purchase this property. If they could have that partnership, they could try and purchase that piece of property. **CM Minner** asked if this piece of property was located on Pine Street. **Commissioner Christian** answered that it is right where it jogs on Childs Street and Pine Street. **Mayor Pederson** asked what the asking price was. **Commissioner Christian** replied that he was almost too embarrassed to say, because it is too high, but it is up for sale for one million dollars. **CM Minner** replied he was sure he would be visiting him. **Commissioner Christian** stated they have been working on trying to get that number down. Sometimes, when other people call, people respond differently. This is a critical piece of property to finish this area. He shared these concerns with the realtor and all the impediments. He wanted to throw this out there while we were talking about capital improvements.

Max Parker Jr., President of the West Leesburg CDC, wanted to talk about an activity they were going to bring to Leesburg. They will be holding their 10th annual amateur boxing event. It will be held at Leesburg High School and it is sanctioned by USA Boxing out of Colorado Springs, Colorado. They will have up to twenty bouts. It will be held on August 23rd. **Commissioner Burry** asked if it would be held in the gymnasium. **Mr. Parker** replied yes, it would be located in the gym. **Mayor Pederson** thanked him for the information.

8. CITY ATTORNEY ITEMS:

CA Watson had no comments this evening.

9. CITY MANAGER ITEMS:

CM Minner had no further comment.

10. ROLL CALL:

Commissioner Connell commented that he would like the city to look at our policy where it comes to on-call pay for the utility departments. He thinks it is extremely low. It is his understanding that some departments get paid twenty-five dollars per day for on-call and the utility departments only get ten dollars per day. That is not much money to give up your weekend day or whatever it is to not be able to go anywhere or do anything. He would like to see that raised up to what the other departments are getting. They should be getting twenty-five per day for their on-call time. **CM Minner** replied that Commissioner Connell came and talked to him about this the other day. He dug up some numbers and this mostly affects the utility and public works folks. Currently, they are paid ten dollars per day for on-call duty with a pay of a two-hour minimum. The public works utility folks would like to be equivalent to what the PBA contract is. The PBA contract is twenty-five dollars for on-call and a two dollar shift differential. That is a total impact increase for the city of about eighty-five grand. If everyone was okay, he would weave that into the fiscal year 2023 budget. The shift differentials are already being paid for by the police department in the general fund. The eighty-five thousand dollars is going to be the utilities; water, sewer, gas and electric. The utilities can pick that up. Typically, when you hear a number and it is all employees, it is about fifty percent general fund. He guessed that it would be significantly less. It is a reasonable question from the employees and Commissioner Connell was right to address it. **Commissioner Christian** said he could not give up his day for twenty-five dollars. He would be like I am sorry. He guessed you must like to work in that industry. **Mayor Pederson** asked if that was voluntary. **CM Minner** responded that there was a rotation list, you do not have a choice. You have to do it.

Commissioner Christian stated he is really excited about the capital improvements. He is happy to see what is happening with our recreation and about the improvements at Susan Street and the tournaments coming to Leesburg. He is not so much a marina user, but just to be able to go and see a nicer building on the waterfront would be nice. He is looking forward to seeing if the city manager will bring in Ski Beach volleyball. He would love to see that on the lakefront. He wondered if there would be rentable jet skis and kayaks on Ski Beach. Hopefully, RD Rima is looking into vendors for some rentals, so instead of buying jet skis, people can rent one. He hoped that was the direction the city was moving in. He also gave his condolences to the city manager and his family for the loss of his father. For him to even come to the meeting tonight. He asked that everyone keep him and his family in their prayers. He gave kudos to the city staff. He thinks the staff is doing a very good job bringing on good projects and partnering with other groups. He can see the great improvements in our city and thinks it is a wonderful sight.

Commissioner Burry had nothing tonight.

Mayor Pederson had one item. He referred to Joannie Smalley to provide information on the Fourth of July celebrations. **Joanie Smalley,** of the Leesburg Partnership, stated that they will be at Ski Beach starting at noon with the kids' zone and other activities. They will have a ski show at five. The band "Lightning" goes on stage at 5 p.m. and the band "Hey Fire" goes on stage at 6 p.m. At 9 p.m. the SS Firecracker will be out in the basin with fireworks. Come out and enjoy. **Mayor Pederson** said that sounded great and thanked Ms. Smalley for the information.

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 7:42 p.m.

City of Leesburg
Lake Front City

Agenda Memorandum

Item No:	5.B.1.
Meeting Date:	July 11, 2022
From:	Mike Thornton, (Purchasing Manager), Cliff Kelsey, (Public Works Director)
Subject:	Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute Amendment One with Odyssey Manufacturing Company to provide the annual requirements of liquid sodium hypochlorite (aka chlorine) for the City's water and wastewater operations, providing for a unit price cost adjustment; and providing an effective date.

Staff Recommendation:
Staff recommends approval of the Amendment with Odyssey Manufacturing Company which provides for a unit cost increase as a result of significant increases in the raw materials required to manufacture liquid sodium hypochlorite.

Analysis:
The purpose of the Agreement with Odyssey Manufacturing Company is to purchase Liquid Sodium Hypochlorite 12.5% that is used by the water and wastewater utilities in their processes. This chemical is essential for treating potable drinking water as well as treating wastewater.

Procurement Analysis:
The original contract was awarded October 1, 2021 and provides a 3-year term through October 1, 2024. Due to significant changes in pricing for the raw materials used to manufacture the product, Odyssey has requested a unit price increase from $0.75 to $0.95 per gallon. An increase of $0.20 per gallon.

The original bid was issued in August 2021. The City received two bids in response to our invitation. The first was from Odyssey at $0.75 per gallon; the second was from Allied Universal at $0.98 per gallon. Allied was higher than the adjustment Odyssey is currently requesting. The document provided by Odyssey to support their cost adjustment is attached.

There are only two suppliers within the state that can provide this product in the quantities required by the City. They are Odyssey Manufacturing Company (the current provider) and Allied Universal. Included in documentation provided by Odyssey is historical bid information from other government entity bids. The document shows that current bid prices being submitted by Odyssey and Allied are higher than the cost adjustment requested by Odyssey.

Procurement has deemed the cost adjustment request to be reasonable and justified given the price increases to raw materials. The supply of liquid sodium hypochlorite is critical to the daily operations of the water and wastewater utilities. Issuing a new Invitation for Bid would provide no better result. More than likely, the City would end up paying a higher price if a new bid were issued. Procurement recommends approving the Amendment authorizing a cost adjustment.

Options:

1. Approve the Amendment with Odyssey Manufacturing Company as presented; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

Expenses are encurred as the product is ordered and received. The utilities budget for this expense each year.

Submission Date and Time: 7/6/2022 4:20:16 PM

RESOLUTION NO. ___________

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AMENDMENT ONE WITH ODYSSEY MANUFACTURING COMPANY TO PROVIDE THE ANNUAL REQUIREMENTS OF LIQUID SODIUM HYPOCHLORITE (AKA CHLORINE) FOR THE CITY'S WATER AND WASTEWATER OPERATIONS, PROVIDING FOR A UNIT PRICE COST ADJUSTMENT; 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 Amendment One with ODYSSEY MANUFACTURING COMPANY whose address is 1484 Massaro Boulevard, Tampa, Florida 33619 providing a unit price cost adjustment for liquid sodium hypochlorite 12.5% pursuant to Invitation for Bid (IFB) 210241 and the existing Agreement.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 11th day of July 2022.

____
Mayor

ATTEST:

____
City Clerk

ODYSSEY
MANUFACTURING CO.

May 9, 2022

Mr. Mike Thornton
Purchasing Manager
City of Leesburg
204 North 5th Street
Leesburg, FL 34748

Re: **CITY OF LEESBURG SODIUM HYPOCHLORITE CONTACT (IFB NO. 210241)**

Encl: (1) PPI Index PCU325180325180S

Dear Mr. Thornton,

As you know, the subject contract is coming up on the one-year anniversary which is October 1, 2022. Over the past year, chemical prices have exploded. In accordance with paragraph 4, the purpose of this letter is to request a price increase for the second year of the contract effective October 1, 2022 through September 30, 2023 with a change in pricing from \$.75 per gallon to \$.95 per gallon.

As you are probably aware, we have been in a period of unprecedented hyper-inflation in the chemical business the past two years. There is no specific Producer Price Index (PPI) Data Table for sodium hypochlorite, but it is a secondary product of the basic inorganic chemical manufacturing index since it is made from chlorine and caustic. In the past twenty-four months of the most currently available data, the index has gone up over 81% and over 28% in the past twelve months. When the contract was bid last year, no one realized the magnitude of the cost increases we would be getting over the past year as we have never lived through a period of hyperinflation. In the past twelve months, our electricity costs have increased \$1.4 million, our wages have gone up \$2.5 million (we wouldn't have any truck drivers otherwise), our caustic prices have increased by \$500,000, our hydrochloric acid costs have gone up \$250,000, our fuel costs have gone up \$2 million and on and on. All of these items are integral to our manufacturing process or to delivery of the product. Our major raw material is salt and our salt cost has increased considerably in the past year as well. Our proposed price increase is only 26.7%.

A second barometer is hypochlorite bids in the marketplace. The below table represents all of the bids in the State of Florida for sodium hypochlorite for this fiscal year. As you can see, the proposed increase is very reasonable and most of these bids did not contemplate the war in Ukraine and the massive impact on fuel pricing and inflation of the past several months. The Collier County pricing reflects the fact that the customer is willing to allow the suppliers to increase the price every quarter and they award two contracts so whoever is

MANUFACTURERS OF ULTRA CHLOR THE CLEAR SOLUTION (800) ODYSSEY www.odysseymanufacturing.com
1484 MASSARO BLVD • TAMPA, FL 33619 • (813) 635-0339 • FAX (813) 630-2589

lower that quarter after the price increase gets the business for the upcoming quarter. Additionally, the City of Leesburg annual volume is 290,000 gallons.

Bid Date	Utility	Annual Gallons	Allied	Odyssey
10/6/2021	City of Lakeland	90,000	$0.830	$0.870
10/26/2021	City of North Port	260,000	$0.839	$0.870
11/10/2021	St. Johns County	681,100	$0.980	$0.825
11/30/2021	City of Winter Haven	849,021	$0.838	No Bid
12/17/2021	Collier County	2,000,000	$0.780	$0.855
12/29/2021	Valdosta, GA	900	$1.490	$2.050
1/18/2022	City of Dunedin	220,000	$1.080	$0.880
1/21/2022	Hillsborough County	4,151,000	$0.829	$0.980
2/9/2022	City of Edgewater	116,000	$1.100	$0.900
3/2/2022	Peace River Manasota Coop	750,000	$0.878	No Bid
4/15/2022	Manatee County	2,700,000	$1.020	$1.250
4/18/2022	Sarasota County	1,430,000	$1.120	$1.070
4/27/2022	Collier County Aquatic Facilities	109,500	No Bid	$1.250

Thanks for your consideration. Please do not hesitate to contact me at (813) ODYSSEY or cellular (813) 335-3444 if I can be of further assistance. Production Capacity is very limited in the marketplace right now which is also impacting pricing since the demand is greater than the supply.

Sincerely,

Patrick H. Allman
General Manager

C: Al Purvis, City of Leesburg

Databases, Tables & Calculators by Subject

Change Output Options: From: 2012 To: 2022 GO

☐ include graphs ☐ include annual averages **More Formatting Options**

Data extracted on: May 9, 2022 (12:40:19 PM)

PPI Industry Data

Series Id: PCU325180325180S
Series Title: PPI industry data for Other basic inorganic chemical manufacturing-Secondary products, not seasonally adjusted
Industry: Other basic inorganic chemical manufacturing
Product: Secondary products
Base Date: 201012

Download: xlsx

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2012	99.8	102.7	102.7	102.7	102.7	102.7	102.4	102.3	102.3	102.3	102.4	102.4
2013	102.8	102.3	102.6	102.2	102.0	101.5	101.7	101.6	102.3	102.3	102.3	102.4
2016											109.3	109.7
2017	110.9	111.1	111.0	111.8	113.7	114.1	113.8	118.8	119.4	121.0	121.5	121.6
2018	123.3	123.8	123.9	123.6	127.6	127.6	131.5	131.5	131.5	131.5	128.3	128.3
2019	130.9	130.9	134.0	133.9	117.3	117.3	117.3	108.7	108.7	108.7	107.1	107.1
2020	109.4	109.4	109.4	109.4	109.4	109.4	108.2	107.7	107.7	144.0	156.0	156.0
2021	154.1	154.1	154.1	158.3	176.4	176.4	181.197	183.702	183.717	181.729	186.468	189.374(P)
2022	187.089(P)	191.865(P)	198.007(P)									

P : Preliminary. All indexes are subject to monthly revisions up to four months after original publication.

$$\frac{198.007-109.4}{109.4} = 81\%$$

FIRST AMENDMENT

OF A FIXED UNIT PRICE AGREEMENT

THIS AGREEMENT is made as of the 13th day of June, 2022, between **THE CITY OF LEESBURG, FLORIDA** a Florida Municipal Corporation, whose address is 501 West Meadow Street, Post Office Box 490630, Leesburg, Florida 34749-0630 (hereinafter referred to as the "CITY"), and **ODYSSEY MANUFACTURING COMPANY,** whose address is 1484 Massaro Blvd., Tampa, Florida 33619 (hereinafter referred to as the "CONTRACTOR").

THAT, on October 1, 2021, the CITY and CONTRACTOR entered into a fixed unit price agreement whereby the CONTRACTOR agreed to provide Liquid Sodium Hypochlorite 12.5% (product) on an "as-ordered basis" to the CITY (hereinafter referred to as the "Agreement").

WHEREAS, the chemical industry has seen unprecedented price increases in raw materials necessary for the manufacture of liquid sodium hypochlorite.

WHEREAS, the CONTRACTOR has requested a unit price cost adjustment to offset the price increase in the raw materials needed to manufacture the product and the increase in diesel fuel prices where diesel fuel is required to deliver the product.

WHEREAS, the CITY has reviewed the cost information and price indexes provided by the CONTRACTOR and believe approval of a price increase is warranted and in the best interest of the CITY when considering other alternatives.

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties to this Agreement and from other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Recitals.**

The above recitals are true and correct and are incorporated by reference herein and made a part hereof.

2. **Amendment.**

a. Paragraph 3 of the Agreement is amended to:

> "The Unit Price for the Product provided under this Agreement will be fixed at ninety-five cents ($0.95) per gallon delivered. This Unit Price will be firm through September 30, 2023 provided no other price increases are authorized in writing."

b. The new unit price will be retroactive to product delivered on or after June 1, 2022.

3. **Modification.**

Except as specifically modified by this Amendment, all terms and conditions of the Agreement shall continue in full force and effect as originally executed. Nothing herein shall be deemed or construed to amend or modify any other contract or undertaking between the City and Contractor other than as defined above.

4. **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 Amendment to the fixed unit price Agreement.

ODYSSEY MANUFCATURING

By: ______________________________

Its: _______________________________
(Title)

CITY OF LEESBURG, FLORIDA

____
Mike Pederson, Mayor

ATTEST:

____
J. Andi Purvis, City Clerk

Approved as to form:

____
William Watson, City Attorney

FIXED UNIT PRICE
ANNUAL REQUIREMENTS AGREEMENT

THIS AGREEMENT is made and becomes effective on the **1st** day of **October 2021**, between **THE CITY OF LEESBURG,** a Florida Municipal Corporation, whose address is 501 West Meadow Street, Post Office Box 490630, Leesburg, Florida 34749-0630 (hereinafter referred to as the "CITY"), and **ODYSSEY MANUFACTURING COMPANY,** whose address is 1484 Massaro Blvd., Tampa, Florida 33619 (hereinafter referred to as the "CONTRACTOR").

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

1. Contract Documents.

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

A. This Agreement; and
B. Solicitation Package for Invitation for Bid (IFB) 210241 – Liquid Sodium Hypochlorite; and
C. The CONTRACTOR'S response to IFB 210241 made electronically on August 27, 2021 at 12:57:24 PM.

2. Commodity.

The CONTRACTOR shall provide and deliver the following Product: **Liquid Sodium Hypochlorite 12.5%** as specified in accordance with **ATTACHMENT "A".** Nothing herein shall limit the CITY'S right to obtain this Product from other contractors.

3. Firm Fixed Unit Price.

The Unit Price for the Product provided under this Agreement will be fixed at **$0.75 per gallon delivered**. This Unit Price will be firm for the initial period of the Agreement.

The Unit Price for the Product 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 will be requested by the CONTRACTOR as stipulated in the Cost Adjustment clause in this Agreement.

4. 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.

5. Term and Termination.

The initial term of this Agreement shall be from date of award through September 30, 2024, 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.

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 REGADING THE APPLICATION OF CHAPTER 119, FLORDIA STATUTES TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECOREDS 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. Nonappropriation.

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 nonappropriation 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 PATRICK ALLMAN, General Manager. The primary contact person under this Agreement for the CITY shall be AL PURVIS, Chief Plant Operator.

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.

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.

32. 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.

ODYSSEY MANUFACTURING COMPANY

By: Patrick Allman (Sep 21, 2021 18:05 EDT)

Its: General Manager
(Title)

CITY OF LEESBURG, FLORIDA

John Christian, Mayor

ATTEST:

J. Andi Purvis, City Clerk

Approved as to form:

Fred A. Morrison, City Attorney

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SAFETY

CONTRACTOR must meet or exceed all requirements of the: Federal Occupational and Safety Health Act (OSHA) of 1970 and current amendments thereto for all phases of operation, protection, maintenance and handling; Department of Transportation (ICC) Regulations for Storage and Transportation; and State of Florida Regulations for Sewer/Water Treatment Plant and SAF Regulations.

Safety Data Sheet - In compliance with Florida's Occupational Health and Safety Statute (Chapter 442), the CONTRACTOR shall furnish a Safety Data Sheet (SDS) with the initial delivery (one-time basis). The SDS must include the following information:

- The chemical and common names of the toxic substance;
- The hazards of risks in the use of the toxic substance;
- The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure/overexposure to the toxic substance;
- The emergency procedure for spills, fire disposal and first aid;
- A description (in lay terms) of the known specific potential health risks posed by the toxic substance;
- The year and month (if available) the SDS information was compiled and the name, address, and emergency telephone number of the manufacture responsible for preparing the information.
- Written certification that any SDS so provided is current, accurate, complete, and in full compliance with the law. The parties hereby stipulate that, as between them, the foregoing matters are important and material and that any breach of the terms of this provision is a material breach of this contract.

Emergency Contact - CONTRACTOR must provide a contact person and a telephone number for emergency response on a 24-hour basis.

CONTRACTOR is responsible for complying with all federal, state and local laws concerning fulfilling its obligations for manufacture and delivery of chlorine.

CONTRACTOR must deliver chlorine within four (4) working days or LESS upon receiving order.

DELIVERY REQUIREMENTS

The CONTRACTOR will make "normal" deliveries within 48 hours after receipt of order and must make "emergency" deliveries within 24 hours. An emergency delivery is defined as a delivery which is necessary in order to prevent the CITY Water/Wastewater Department from running out of sodium hypochlorite in less than 24 hours. The CITY

ATTACHMENT "A"

Water/Wastewater Department shall endeavor to minimize the number of "emergency" deliveries.

All deliveries of liquid sodium hypochlorite shall be freight prepaid, F.O.B. to the nine (9) locations as identified in 3.3 below. The sites have limited access and smaller than normal Transportation/delivery equipment may be required.

The Nine (9) delivery locations and associated storage tanks, volumes and daily estimated usage are as follows:

a) Main Water Treatment Plant, 223 South 5th Street, Leesburg, Florida 34748

Three 1,050 Gallon Tanks Daily Usage: 225 Gallons

b) Airport Water Treatment Facility, 32733 Echo Drive, Leesburg, Florida 34748

Two 275 Gallon Tanks Daily Usage 45 Gallons

c) Mall Water Treatment Facility, 10399 US HWY 441, Leesburg, Florida 34748

Two 550 Gallon Tanks Daily Usage 50 Gallons

d) Highlands Lakes Water Treatment Facility, 26800 Cash Court, Leesburg, Florida 34748.

Two 600 Gallon Tanks Daily Usage: 40 Gallons

e) Plantation Water Treatment Facility, 25400 Glen Eagle Drive, Leesburg, Florida 34748

Two 1550 Gallon Tanks Daily Usage 50 Gallons

f) Royal Highlands Water Treatment Facility, 21747 Royal Saint George Lane, Leesburg, Florida 34748.

Two 500 Gallon Tanks Daily Usage: 45 Gallons

g) Turnpike Wastewater Reclamation Facility (Reuse), 1600 CR 470, Okahumpka, Florida 34762.

Two 1,600 Gallon Tanks Daily Usage: 125 Gallons

h) Canal Street Wastewater Reclamation Facility, 628 North Canal Street, Leesburg, Florida 34748

Three 9,500 Gallon Tanks Daily Usage: 328 Gallons

i) Turnpike Wastewater Reclamation Facility, 1600 CR 470, Okahumpka, Florida 34762.

Two 5,000 Gallon Tanks Daily Usage: 419 Gallons

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Sites listed above may be amended by the CITY by providing written notice to the CONTRACTOR detailing any changes. Notice by confirmed electronic mail is acceptable.

Delivery time of day shall be arranged upon placement of order and shall be between the hours of 8:00 A.M. and 2:00 P.M. Requests to deviate from this schedule must be confirmed with CITY representatives 48 hours prior to the scheduled delivery and must conform to the delivery conditions set forth in these specifications. Deliveries made to unmanned facilities must be coordinated with CITY representatives so delivery personnel can gain access to the facility.

Packaging and shipment of liquid sodium hypochlorite shall conform to all current regulations of the State of Florida, the United States Department of Transportation and all other applicable regulatory agencies.

All delivery personnel must have sufficient means and equipment to facilitate deliveries to unmanned and manned facilities.

The CITY at its discretion reserves the right to change quantities and delivery dates of any previously scheduled delivery with a 24-hour advance notice.

The CONTRACTOR/representative shall be responsible for pumping liquid sodium hypochlorite into the storage tanks at the delivery site and shall provide all necessary hoses, fittings, air-padding; pumps, etc. required to safely and efficiently "offload" the liquid sodium hypochlorite into designated storage tanks. CONTRACTOR/representative shall furnish a CITY approved, leak-free connection device between the vehicle and CITY's intake receptacle. CONTRACTOR/representative shall be responsible for ascertaining the correct storage tanks and fill point locations to prevent accidental discharge of the product into the wrong storage tank(s).

The CONTRACTOR shall be responsible for any spills resulting from the failure of its or its subCONTRACTOR's delivery equipment or from failure of attendant delivery personnel in the proper performance of their duties.

Proper performance shall require delivery personnel's constant inspection and observation of unloading operations and knowledgeable response to problems or emergencies, which would most commonly be expected to occur. The CITY reserves the right to refuse any and all deliveries made with equipment that is poorly maintained and/or leaking sodium hypochlorite.

An experienced CONTRACTOR representative shall observe the entire filling operation at each delivery site and shall immediately report any spills caused during the filling operations. The CONTRACTOR/ representative shall take immediate and appropriate actions to clean up any spilled liquid sodium hypochlorite. If the spill is not cleaned up, The CITY will hire a certified hazardous material handling company to clean up the spill, and the cost of such service will be charged to the CONTRACTOR and deducted from the amount due to that CONTRACTOR. If the CITY's unloading equipment such as pipe, valves or level indication and alarms should fail and the spillage is not the fault of the CONTRACTOR or its subCONTRACTOR, the CONTRACTOR shall be relieved of cleanup of the spill.

The transporting equipment shall be clean and free of residue that may contaminate the CONTRACTOR's product or impede the unloading process. It is the CONTRACTOR's responsibility to verify the cleanliness of the transporting equipment before loading. All appurtenant valves, pumps, and discharge hoses used for the delivery of sodium hypochlorite shall be supplied by the CONTRACTOR and shall be clean and free from contaminating material. The CITY may reject a load if the equipment is not properly cleaned.

All delivery vehicle drivers shall have a proper commercial driver's license issued through the State of Florida with the proper endorsements for the material(s) being carried.

Delivery Shipments shall be rejected which fail to meet any of the requirements of the Specification. In the event a delivery shipment is rejected, upon notification to the CONTRACTOR that the shipment is rejected, the CONTRACTOR shall be required to ship a replacement delivery to the affected location within four (4) hours from time of notification. Failure to provide replacement product that meets the Specification within the specified time period will constitute failure to comply with the delivery requirements set forth in this document.

PRODUCT MATERIAL REQUIREMENTS

Hypochlorite supplied to the CITY under any subsequent purchase order resulting from this ITB shall be tested and certified as meeting the Specification, the AWWA Standard B300-99, latest revision and those of the American National Standards Institute/National Sanitation Foundation Standard 60 (ANSI/NSF Standard 60), Drinking Water Treatment Chemicals Health Effects.

It is the responsibility of the CONTRACTOR to inform the CITY that CONTRACTOR's NSF or UL certification has been revoked or lapsed within 24 hours of the time the CONTRACTOR receives verbal or written notification. Loss of certification shall constitute sufficient grounds for immediate termination of the Agreement.

Liquid sodium hypochlorite delivered under this Specification shall have a minimum of 125 Grams per Liter (GPL) available chlorine equivalent (a.k.a., 12.5 Trade Percent Available Chlorine) and shall be consistent as determined by chemical analysis.

The liquid sodium hypochlorite shall be a clear straw colored liquid with no visible cloudiness, impurities, or sediment. It shall contain no soluble materials or organic substances in quantities capable of producing deleterious or injurious effects on the health of those consuming water treated with the liquid sodium hypochlorite.

Liquid sodium hypochlorite delivered under this Specification shall have a minimum of 0.15 percent by weight sodium hydroxide and a maximum of 0.40 weight percent sodium hydroxide.

Liquid sodium hypochlorite delivered under this Specification shall have not more than 0.15% insoluble matter by weight.

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Liquid sodium hypochlorite delivered under ITB shall meet the following containment concentration limits:

Iron	< 0.3 mg/L
Copper	< 0.03 mg/L
Nickel	< 0.03 mg/L
Chlorate	< 2,000 mg/L
Bromate	< 20 mg/L

The delivery time of the shipment shall not exceed 72 hours from the time of manufacture of the liquid sodium hypochlorite.

The suspended solids in the sodium hypochlorite delivered under any subsequent purchase order shall be minimized and the shipments delivered shall achieve a filtration time of less than 3 minutes for 1000 ml when applying the "Suspended Solids Quality Test for Bleach Using the Vacuum Filtration" Method co-developed by Dr. Bernard Bubnis of Nova Chem and previously referenced in this Specification.

QUALITY ASSURANCE, SAFETY AND TRAINING

Sampling and Testing

All Sampling and Testing shall be in accordance with EPA and AWWA B300- 99 standards, latest revision and in accordance with the documents titled: "The Weight Percent Determination of Sodium Hypochlorite, Sodium Hydroxide, and Sodium Chlorate in Liquid Bleach" and "Suspended Solids Quality Test for Bleach Using Vacuum Filtration", distributed by Powell Fabrication and Manufacturing, Inc. and available at http://www.powellfab.com.

The approved laboratories are listed below for all sampling and No other Laboratory shall be used unless authorized by the CITY.

Nova Chem Laboratories 5172 College Corner Pike PO Box 608 Oxford, Ohio 45056 Ph: 513-523-3605 Fax: 513-523-4025	Thornton Laboratories 1145 East Cass Street Tampa, Florida 33602 Ph: 813-223-9702 Fax: 813-223-9332	Xenco Laboratories 10200 USA Today Way Miramar, FL 33025 Ph: 305-823-8500

Sampling and Testing Prior to Unloading: The CONTRACTOR's transportation equipment shall have a sample port to provide a sample for analysis prior to hooking up and transferring the load to a CITY storage tank. At the sole discretion of the CITY's representative, the CONTRACTOR's delivery personnel (driver) may be asked to provide a sample of liquid sodium hypochlorite before transferring the load to a CITY storage tank.

The CITY will supply the sample container and the driver shall collect the sample from the transportation equipment and turn it over to a CITY representative. The sample shall be considered representative of the load.

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The CITY reserves the right to subject samples of the liquid sodium hypochlorite to quick analyses to ensure that it meets basic conditions of the specification with respect to specific gravity, weight percent of sodium hypochlorite, sodium hydroxide, and suspended solids.

The CONTRACTOR or its subCONTRACTORs shall allow 60 minutes for this testing to be completed. If testing cannot be completed within the 60 minute period, the CITY shall allow the vendor to transfer the load.

Any load tested by the CITY that fails to comply with the Specification shall constitute grounds for rejection of that load. In the event that the load is rejected, the CONTRACTOR shall have four (4) hours to supply another shipment. In the event that the CONTRACTOR is unable or unwilling to supply another shipment within this time period, the CITY has the right to procure a shipment from another source. Three rejections of a load or shipment during any period of this purchase order shall constitute grounds for automatic termination of the CONTRACTOR's purchase order from the CITY.

No payment shall be made for sodium hypochlorite that is rejected.

Sampling and Test of Shipment after Unloading: The CITY reserves the right to subject samples of the liquid sodium hypochlorite to complete analyses to ensure that it meets EPA specifications, AWWA B300-99 specifications, latest revision, and the Specification. Three failures during any period of the contract Agreement shall constitute grounds for automatic termination of the CONTRACTOR's authority to provide liquid sodium hypochlorite to the CITY.

Certified Analysis: CONTRACTOR shall supply an affidavit with each delivery, signed by a corporate designated official, certifying that the liquid sodium hypochlorite furnished by the CONTRACTOR, complies with all applicable requirements of this Specification and AWWA Standard B300-99, latest revision. The affidavit shall also indicate compliance with Water Chemicals Codex directives, latest revision, for impurity limits.

Manufacturer's Laboratory Delivery Reports

A certified report from the manufacturer shall be submitted for each liquid sodium hypochlorite delivery to the CITY.

The report shall contain the following data:

- Date and Time of Manufacture
- Percent by Weight Sodium Hypochlorite
- Percent by Weight Excess Sodium Hydroxide
- Specific Gravity (Referenced to a temperature)
- Suspended Solids Test Time

No deliveries will be accepted by the CITY unless accompanied by said certified laboratory report for the specific batch of liquid sodium hypochlorite delivered showing the above data and that it conforms to the Specification. Failure to comply with this provision three (3) times

during the Agreement period shall constitute sufficient grounds for termination of the Agreement from the CITY.
6.3 Quarterly Reports

At the issuance of the Agreement and every 90 days, the CONTRACTOR shall utilize one of the approved testing agencies listed in this Specification to analyze a sample of the liquid sodium hypochlorite delivered to the CITY. The CONTRACTOR shall supply the sample container and the driver shall collect the sample from the transportation equipment. This sample will be given to the CITY representative at the time of the sample and the CITY representative shall forward the sample to the approved authorized testing agency. Any failure to comply with the Specification shall constitute grounds for termination of the Agreement by the CITY.

Charges for the manufacturer's certified report and all quarterly reports by outside testing agencies should be included in the bid price.

OCCUPATIONAL HEALTH AND SAFETY

The CONTRACTOR shall ensure delivery personnel's compliance with all OSHA requirements, including personal protective equipment for vendor delivery personnel, including without limitation chemical goggles, transparent face shield and hard hat, rubber gloves, rubber boots, and rubber or plastic-coated fabric apron or slicker suit.

CONTRACTOR delivery personnel must wear at minimum, chemical goggles and rubber gloves when handling hoses and valves.

Safety Data Sheets. In compliance with Chapter 442 Florida Statutes, any chemical delivered form the CONTRACTOR must be accompanied by a Safety Data Sheet (SDS). The SDS must be maintained by the user agency and must include the following information:

- The Chemical Name and the common name of the toxic substance
- The hazards and other risks in the use of the toxic substance, including:
  - The potential for fire, explosion, corrosivity and reactivity;
  - The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and
  - The primary routes of entry and symptoms of overexposure.
- The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of, or exposure to, the toxic substances, including appropriate emergency treatment in the case of overexposure.
- The emergency procedure for spills, fire, disposal and first aid.
- A description, in lay terms, of the known specific potential health risks posed by the toxic substance intended to alert any person reading this information.
- The year and month, if available, that the information was compiled and the name, address, and emergency telephone number of the manufacturer responsible for preparing the information.
- Any questions regarding this requirement shall be directed to:

Department of Labor and Employment Security

ATTACHMENT "A"

Bureau of Industrial Safety and Health
Toxic Waste Information Center
2551 Executive Center, Circle West
Tallahassee, Florida 32301-5014
Phone: 800/367-4378

Emergency Plan of Action and Safety Training

Within 30 days of award of the Agreement for the supply of liquid sodium hypochlorite by the CITY, the CONTRACTOR shall provide in writing, an emergency contingency plan, with appropriate telephone contacts, for the CITY to follow in case an emergency supply of liquid sodium hypochlorite is needed.

The CONTRACTOR shall supply in writing, an emergency spill response plan with appropriate emergency response personnel names (to include at least two degreed engineers who live within sixty miles of Leesburg) and telephone contact numbers (24-hour contact numbers) within 30 days of award to supply liquid sodium hypochlorite. In addition, the proper spill response notification procedure, along with any forms required by all local, state or federal regulatory agencies, shall be supplied by the CONTRACTOR.

This section in no way relieves the CONTRACTOR of his responsibility to notify the proper regulatory agencies in the event of a spill incident. In the event of a spill or leak, the CONTRACTOR shall supply the necessary personnel (including one degreed engineer) to immediately respond to such an event, to work with the local Hazardous Materials Response Team and to manage and oversee "After Event" cleanup efforts.

Should a spill or leak occur, caused by CONTRACTOR's personnel, equipment or method of delivery, CONTRACTOR shall immediately comply with all applicable terms and conditions of the current version of Title III, Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C.S. 11001, et seq. (SARA) and the Florida Hazardous Materials Emergency Response and Community Right to Know Act of 1988, Chapter 252, Part II, Florida Statutes.

The responsibility for compliance with Federal and State rules and regulations regarding CONTRACTOR caused spills or releases shall be the sole responsibility of the CONTRACTOR. The CONTRACTOR shall indemnify and hold the CITY harmless for any failure to properly report and /or comply with this provision. In addition, CONTRACTOR shall bear all expenses of spills, unless caused by the sole negligence of the CITY.

Safe Handling Training

The CONTRACTOR shall provide an appropriate safe handling training course for liquid sodium hypochlorite within the first month of the purchase order, to current CITY Water operations personnel and shall be available to conduct "refresher" courses or new employee training at six (6) month intervals during the purchase order period. The CONTRACTOR shall provide this assistance at no charge to the CITY.

ATTACHMENT "A"

7.3 Technical Assistance

The CONTRACTOR shall provide technical assistance, as needed, regarding the application of its product and disposal and handling of residues and sludges produced by the application of liquid sodium hypochlorite in the water treatment process. The CONTRACTOR shall provide this assistance at no charge to the CITY.

SECURITY PROVISIONS

CONTRACTOR will provide the CITY with a summary of the actions taken to reduce the possibility of criminal activity during packaging and shipment of products and materials to CITY facilities.

The CONTRACTOR (and their transportation companies, if applicable) shall send a list of names of representatives that are authorized to enter CITY facilities on their behalf. This list will be kept current with any personnel changes being reflected on the list.

All delivery personnel must have a photo ID and appropriate company identification.

All CONTRACTOR personnel must sign in and out of CITY facilities. The purpose of their visit will be verified and validated by CITY personnel.

Chemical deliveries will strictly follow any CITY bulk off-loading policy and procedure where applicable.

No unscheduled or after-hours deliveries will be accepted without written permission from the CITY representative.

All deliveries must be made through the main entrance of each facility.

[END OF ATTACHMENT "A"]

City of Leesburg
Lake Front City

Agenda Memorandum

Item No:	5.C.1.
Meeting Date:	July 11, 2022
From:	Joseph Mera, (Deputy Fire Chief)
Subject:	Resolution of the City Commission of the City of Leesburg, Florida authorizing the Leesburg Fire Department to apply for, and, if awarded accept a grant from the Florida State Fire Marshall's Office for the purchase of twenty (20) particulate blocking hoods; and providing an effective date.

Staff Recommendation:
Staff recommends applying and, if awarded, acceptance of the Florida State Fire Marshal's Office grant and authorizing purchase of twenty (20) particulate blocking hoods for a total cost not to exceed $2,200.00 This is a 75% / 25% matching grant from the Florida State Fire Marshal's Office with a cost breakdown as follows: state portion of the grant is $1,650.00 and the City of Leesburg portion is $550.00.

Analysis:
The purpose of this grant project is to purchase twenty (20) particulate blocking hoods. These hoods are designed to block cancer causing particulates from coming into contact with our firefighters.

Procurement Analysis:
None

Options:
1. Approve the application and acceptance of the Florida State Fire Marshal's Office grant and authorize purchase of twenty (20) particulate blocking hoods; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:
The total cost of the twenty (20) particulate blocking hoods is no greater than $2,200.00. This is a 75% / 25% matching grant from the Florida State Fire Marshal's Office with a cost breakdown as follows: state portion of the grant is $1,650.00 (75%) and the COL portion is $550.00 (25%), which is available in the current budget. If awarded, a budget adjustment will be necessary to add these funds to the current budget.

Account No.	001-0000-334-2200
Project No.	FDMAR3

Submission Date and Time: 7/6/2022 4:21:53 PM

RESOLUTION NO. ___________

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA AUTHORIZING THE LEESBURG FIRE DEPARTMENT TO APPLY FOR, AND, IF AWARDED ACCEPT A GRANT FROM THE FLORIDA STATE FIRE MARSHALL'S OFFICE FOR THE PURCHASE OF TWENTY (20) PARTICULATE BLOCKING HOODS; 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 Florida State Fire Marshal's Office, whose address is 11655 NW Gainesville Road Ocala, Florida 34482, to apply for a grant to purchase twenty (20) particulate blocking hoods.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 11th day of July 2022.

____
Mayor

ATTEST:

____
City Clerk

City of Leesburg
Lake Front City

Agenda Memorandum

Item No:	5.C.2.
Meeting Date:	July 11, 2022
From:	Lucy Gangone, (Library Director)
Subject:	Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute an Amendment to the Interlocal Agreement between Lake County, Florida and the City of Leesburg relating to the provision of library services; and providing an effective date.

Staff Recommendation:
Staff recommends approval of the resolution authorizing the execution of the Amendment to the Interlocal Agreement between Lake County, Florida and the City of Leesburg relating to the provision of library services, for the purpose of extending the current Interlocal Agreement for an additional twelve months, and to amend Section 13 (E) of the Agreement to allocate a base amount of $20,000 to a participating library for programs and services.

Analysis:
The Leesburg Public Library is a member of the Lake County Library System through an Interlocal Agreement. The current Agreement expires September 30, 2022. The Amendment extends the Agreement for an additional 12-month period while changes to the Agreement are discussed and recommendations formulated. In the interim, the County is proposing a change in Fiscal Year 2022-2023 to Section 13 (E) of the Agreement, *Appropriation of County Funds for Municipality,* to raise the base amount allocated annually from $15,000 to $20,000 for any member library that has reached Year Four of membership in the Lake County Library System.

Procurement Analysis:
N/A

Options:
1. Approve the resolution authorizing the Mayor and City Clerk to execute an Amendment to the Interlocal Agreement between Lake County, Florida and the City of Leesbiurg relating to the provision of library services; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

Funding from Lake County to the City of Leesburg for the provision of library services is expected to increase in the base amount by $5,000, from $15,000 to $20,000. The formula for determining the library's proportionate share of the County's net total appropriation will remain the same in FY 2022-2023; in FY 2021-2022, the City received an allocation of $247,891 for circulation and $15,000 for a base amount, for a total of $262,891.

Account No. 001-0000-338-0700

Submission Date and Time: 7/6/2022 4:24:42 PM

RESOLUTION NO. ___________

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AMENDMENT TO THE INTERLOCAL AGREEMENT BETWEEN LAKE COUNTY, FLORIDA AND THE CITY OF LEESBURG RELATING TO THE PROVISION OF LIBRARY SERVICES; 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 Lake County, Florida, whose address is P.O. Box 7800, Tavares, FL 32778 for an Amendment to the Interlocal Agreement between Lake County, Florida and the City of Leesburg, Florida for the provision of library services.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 11th day of July 2022.

____
Mayor

ATTEST:

____
City Clerk

AMENDMENT TO AGREEMENT
RELATING TO
PROVISION OF LIBRARY SERVICES

This is an Amendment to the Interlocal Agreement between Lake County, Florida, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY", by and through its Board of County Commissioners, and the City of Leesburg, a municipal corporation pursuant to the Laws of Florida, hereinafter referred to as 'MUNICIPALITY" or "CITY", by and through its City Commission.

WITNESSETH:

WHEREAS, on September 10, 2019, the COUNTY entered into a Interlocal Agreement with the MUNICIPALITY for the provision of public library services (the Agreement); and

WHEREAS, the parties now want to extend the Agreement for an additional 12-month period expiring on September 30, 2023; and

WHEREAS, executing this Amendment is in the best interests of the parties and the residents of Lake County.

NOW, THEREFORE, the parties agree as follows:

1. **Recitals.** The above recitals are true and correct and incorporated in this Agreement.

2. **Amendment.** The Agreement is hereby amended as follows:

A. Section 3, *Term,* is hereby amended to allow for an additional 12-month period and terminating on September 30, 2023.

B. Section 13 (E), *Appropriation of County Funds for Municipality,* is hereby amended to add Year Four: The COUNTY shall allocate a base amount of twenty thousand dollars ($20,000) to assist with funding of programs and services at its participating library.

3. **Effect of Amendment.** All other provisions of the Agreement will remain in full force and effect unless otherwise formally amended by the parties. To the extent this Amendment conflicts with the Agreement, this Amendment will govern.

IN WITNESS WHEREOF, the parties have signed this amendment through their authorized representatives on the dates under each signature.

COUNTY

LAKE COUNTY, FLORIDA, through its
BOARD OF COUNTY COMMISSIONERS

ATTEST:

____
Gary J. Cooney, Clerk
Board of County Commissioners
of Lake County, Florida

____
Sean M. Parks, Chairman

This _____ day of _________________________, 2022.

Approved as to form and legality:

____
Melanie Marsh
County Attorney

MUNCIPALITY

ATTEST: CITY OF LEESBURG

_____________________________ ____
J. Andi Purvis, City Clerk Mike Pederson, Mayor

This ______ day of ________________________, 2022.

Approved as to form and legality:

____
Grant Watson, City Attorney

LAKE COUNTY, FL
REAL FLORIDA • REAL CLOSE

Office of Library Services
P.O. Box 7800 • 418 W. Alfred Street, Suite C • Tavares, FL 32778

September 13, 2019

Al Minner, City Manager
City of Leesburg
P. O. Box 490630
Leesburg, FL 34749-0630

Dear Mr. Minner:

I am pleased to enclose a fully executed original of the *Interlocal Agreement Between Lake County and the City of Leesburg Relating to Provision of Library Services* for a period beginning October 1, 2019, and ending on September 30, 2022.

Thank you for being a vital part of the Lake County Library System.

Sincerely,

George Taylor
Office of Library Services Director

GT/ks

Enclosure

c:	Ron Russo, Deputy County Manager	*(Via email; w/enclosure)*
	Lucy Gangone, Library Director, Leesburg Public Library	*(Via email; w/enclosure)*
	J. Andi Purvis, City Clerk, City of Leesburg	*(Via email; w/enclosure)*

INTERLOCAL AGREEMENT
BETWEEN
LAKE COUNTY
AND
CITY OF LEESBURG
RELATING TO
PROVISION OF LIBRARY SERVICES

This is an Agreement between LAKE COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY", by and through its Board of County Commissioners, and the City of Leesburg, a municipal corporation pursuant to the Laws of Florida, located in Lake County, Florida, hereinafter referred to as "MUNICIPALITY" or "CITY", by and through its City Commission.

WITNESSETH:

WHEREAS, the COUNTY and MUNICIPALITY believe it is mutually beneficial and in the public interest to enter into an agreement which provides equal access to public library service, without charge, for all residents of Lake County; and

WHEREAS, Chapter 163, Florida Statutes, Intergovernmental Programs, Part I, Miscellaneous Programs, Section 163.01, The Florida Interlocal Cooperation Act of 1969, provides that public agencies of the State of Florida may exercise jointly with any other public agency of the State of Florida any power, privilege, or authority which such agencies share in common, and which each might exercise separately, and that a joint exercise of power by such agencies may be made by contract in the form of an interlocal agreement; and

WHEREAS, both the COUNTY and the MUNICIPALITY are public agencies within the meaning of Chapter 163, Florida Statutes, Intergovernmental Programs, Part I, Section 163.01; and

WHEREAS, Chapter 166, Florida Statutes, subsection 166.021(1), authorizes the MUNICIPALITY to render municipal services, and exercise any power for municipal purposes, except when expressly prohibited by law; and

WHEREAS, Chapter 125, Florida Statutes, subsection 125.01(1)(f), authorizes the COUNTY to provide libraries and cultural facilities and programs; and

WHEREAS, the COUNTY is an eligible political subdivision under Chapter 257.17, Florida Statutes, that can participate in the State Aid to Libraries Program and is designated as the single library administrative unit; and

WHEREAS, the Lake County Board of County Commissioners is designated as the governing body that coordinates the library services and programs for the public library cooperative.

NOW, THEREFORE, in consideration of the mutual benefits, covenants and agreements set forth herein, the parties hereto agree as follows:

1. PURPOSE:

The COUNTY and the MUNICIPALITY enter into this Agreement for the purpose of providing unified library service without charge to residents of Lake County by participating in the cooperative operation of the Lake County Library System, a public library cooperative. In support of said purpose the COUNTY and the MUNICIPALITY endorse the *State Aid to Libraries Program* overarching goal to assist local governments in maintaining and developing vital library services, and specifically to:

A. Provide equal access to free public library service to all residents of the service areas of the participating governments.

B. Coordinate library service throughout the service areas.

C. Provide consistent plans, programs, policies, and procedures in the operation, maintenance, and development of library service throughout the service area.

2. DEFINITIONS:

A. "Annual plan of service", according to *State Aid to Libraries Guidelines*, means a document adopted or approved by the library system's governing body and submitted as part of the application for State Aid to Libraries grants that includes the goals, objectives, and activities that will be supported for the application year.

B. "Governing body" shall mean the Lake County Board of County Commissioners.

C. "Library Advisory Board" shall mean the Lake County Library Advisory Board.

D. "Lake County Library System" shall mean the entire program of free library services and resources provided for the residents of Lake County through the public library cooperative established through this Agreement and Lake County Code, Chapter 12, Article III.

E. "Local funds", according to *State Aid to Libraries Guidelines*, means funds, exclusive of any state and federal funds, that are expended centrally for the operation and maintenance of the Lake County Library System. Local funds may be COUNTY funds or municipality funds and shall be expended by the appropriate local entity. Funds which would otherwise be received by and expended by the municipality except for this agreement shall constitute the municipality's local funds.

F. "Participating Library's governing body" means the municipality that operates and supports a public library and participates in the Lake County Library System through an Interlocal agreement.

G. "Participating Library" or "Member Library" means a library which, through its governing body, has entered into an Interlocal Agreement with Lake County to provide library service, without charge, to the residents of Lake County.

H. "Public library cooperative" shall mean the Lake County Library System and, according to *State Aid to Libraries Guidelines*, means a program of public library services and resources operated or coordinated by a governing body designated by one or more participating local governments. The governing body administers or coordinates, through a single administrative head, the common services for libraries operated by those participating local governments that have agreed through interlocal or other agreements to provide library service across their combined legal service areas. The single administrative head must be employed full-time by either the cooperative's governing body or a local participating government. Interlocal or other agreements identify the authority of the governing body and the participating local governments and the libraries each supports. Residents of the combined legal service area have equal free access to all services provided by the libraries of all the participating local governments.

I. "Reciprocal Borrowing" for purposes of the State Aid to Libraries Grant Program means that all public libraries within a county that receive Operating Grants extend borrowing privileges without charge to residents of each other's service areas. Borrowing privileges must apply to all materials that are available to be borrowed by residents of the library service area receiving an Operating Grant. The reciprocal borrowing requirement only applies to a county and the independent municipal libraries within the same county that are applying for State Aid.

J. "Resident" shall mean any individual who either owns real property or resides in Lake County on a permanent or continual basis. Required evidence of residency is outlined in Lake County Policy number LCC-8, *Lake County Library System Circulation and Registration.*

K. "Service area" shall mean Lake County. Likewise, for each participating municipality, service area means the incorporated boundaries of that municipality; and in the case of the City of Leesburg, service area means the utility district.

L. "Single administrative head", according to *State Aid to Libraries Guidelines*, means the individual who is employed full-time by the Board of County Commissioners who is responsible for managing or coordinating the Lake County Library System.

M. "Single library administrative unit" means Lake County and, according to *State Aid to Libraries Guidelines*, means an eligible political subdivision under Section 257.17, *Florida Statutes*, designated by a county to be responsible for managing or coordinating free library service to its residents.

N. "State Aid to Libraries Grants Program", according to *State Aid to Libraries Guidelines*, means a continuing state grant authorized by Chapter 257, *Florida Statutes*, for eligible library entities.

O. "*State Aid to Libraries Guidelines*", means the publication which specifies mandatory requirements for eligibility in the State Aid to Libraries Grants Program.

P. "Total Circulation" for the purposes of this Interlocal Agreement shall mean the sum of all items circulated by the MUNICIPALITY to library patrons and all items circulated by the MUNICIPALITY to another Lake County Library System library in a fiscal year, based on circulation reports generated by the library automation system.

3. TERM:

This Agreement shall be in effect for a period beginning October 1, 2019, and ending on September 30, 2022, unless terminated earlier in accordance with the provisions of the Agreement.

4. TERMINATION:

Either party to this Agreement may terminate the Agreement without cause by giving the other party sixty (60) days advance written notice.

5. ADDITION OF NEW MEMBERS:

A library may become a member of the Lake County Library System by meeting the criteria and following the guidelines outlined in Lake County Policy number LCC-7, *Lake County Library System Guidelines and Minimum Standards for Public Libraries Entering the County Library System* and by obtaining approval of the Board of County Commissioners.

6. **LAKE COUNTY LIBRARY SYSTEM GOVERNING BODY:**

The Board of County Commissioners is designated as the governing body of the Lake County Library System, a public library cooperative, to administer or coordinate the library services and programs of the Lake County Library System. According to *State Aid to Libraries Guidelines*, this involves policy-making, planning, budgeting, and employing the single administrative head of the library system, and entering into contracts on behalf of the library system.

7. **LIBRARY ADVISORY BOARD:**

A. There shall be a Library Advisory Board, whose responsibilities shall be to:

(1) Study and make recommendations to the Board of County Commissioners regarding the coordination and development of the Lake County Library System. This shall include recommending countywide policies, long range plans and annual plans of service and shall be accomplished in cooperation with the participating library directors and the single administrative head; and

(2) Make recommendations regarding the COUNTY's budget for the countywide library system, the proportionate shares of all COUNTY funds to be allocated to the participating libraries, and the method of distribution of those funds.

B. The members of the Lake County Library Advisory Board shall be appointed by the Board of County Commissioners. Five (5) members shall be appointed with one (1) from each commission district. Such appointments shall be based on recommendations by the Lake County Library Advisory Board. However, the Lake County Board of Commissioners shall not be bound by such recommendations. In addition, the City shall have one (1) member on the Lake County Library Advisory Board who shall be designated by its City Commission. Upon designation, the City member shall be appointed by the Board of County Commissioners. Each member shall be appointed for a term of four (4) years. The Board of County Commissioners may also appoint an alternate member who shall serve in the case of the appointed member's absence. The terms and manner of appointment of such alternate members shall be the same as that of the members whom they represent as alternates. Either the appointed board member or the alternate member may attend Library Advisory Board meetings and each has voting authority. However, if the board member and the alternate are both present at a Library Advisory Board meeting, only the appointed board member shall have voting authority; not the alternate member.

An appointment to fill any vacancy on the Library Advisory Board shall be for the remainder of the unexpired term of office. If the City appointment fails to attend three (3) consecutive regular meetings, the Library Advisory Board is required to recommend that the Board of County Commissioners or the appointing municipality declare that member's office vacant. The Board of County Commissioners or municipality shall fill such vacancy as set forth herein.

The subsequent addition of participating libraries shall result in the addition of one seat per additional participating library on the Library Advisory Board and such seat shall be filled as set forth herein.

C. Terms of appointment and composition of the Library Advisory Board are further described in *Lake County Code, Chapter 12, Article III.*

8. OWNERSHIP AND DISPOSITION OF PROPERTY, MATERIALS AND EQUIPMENT:

A. MUNICIPALITY shall own:

(1) Library materials, equipment, and other goods purchased by the COUNTY for and placed in the participating library using MUNICIPALITY, COUNTY or State Aid Operating grant funds, regardless of value, except for those described in Section 8. B.

(2) Library materials, equipment and other goods purchased from federal Library Services and Construction Act (LSCA) and Library Services and Technology Act (LSTA) grant funds administered by the COUNTY, if purchased for the MUNICIPALITY, with a value less than $1,000.00 at the time of purchase, except for those described in Section 8(B).

(3) All items purchased using the MUNICIPALITY's local funds.

(4) All items purchased by the MUNICIPALITY and reimbursed by Library Impact Fee funds, unless otherwise specified in a separate agreement.

B. COUNTY shall own:

(1) Items purchased by the COUNTY, using COUNTY, state, or federal funds, as a part of the COUNTY's networked library computer and telecommunications systems, regardless of item location or placement.

Items shall include, but may not be limited to, hardware, software, and licenses.

(2) Equipment purchased from federal Library Services and Construction Act (LSCA) and Library Services and Technology Act (LSTA) grant funds administered by the COUNTY with a value in excess of $1,000.00 at the time of purchase.

(3) All items purchased for the single administrative unit using the COUNTY's local funds, or State Aid Operating and federal grant funds.

(4) All items purchased by the COUNTY using Library Impact Fee funds, unless otherwise specified in separate agreement.

C. The COUNTY, in consultation with the participating library director, may remove, relocate, or replace COUNTY owned equipment located at the MUNICIPALITY's participating library as deemed necessary or advantageous to the Lake County Library System.

9. LOCAL AUTHORITY:

The MUNICIPALITY and the COUNTY shall remain autonomous and each shall retain control of its facilities, operations, functions, and local funds. For example:

A. Each shall determine the level of library service for its community to be incorporated in the long range plan of service.

B. All authority with respect to MUNICIPALITY funding of library programs and services or expenditures from the MUNICIPALITY revenues and sources shall lie solely with the MUNICIPALITY. All authority with respect to COUNTY funding of library programs and services or expenditures from the COUNTY revenues and sources shall lie solely with the COUNTY.

C. Trust funds, individual gifts or donations made to a library shall remain the property of the governmental entity to which they were given.

D. The MUNICIPALITY's library facility shall remain the property of the MUNICIPALITY, and the COUNTY's facilities shall remain the property of the COUNTY. Operations, maintenance and repairs shall be effected through operating budgets from appropriations allocated by the owning entity. Maintenance, modification, sale or lease of the real property shall be the responsibility of the owning entity.

E. All paid staff of the MUNICIPALITY's participating library shall remain employees of the MUNICIPALITY, and all paid COUNTY library staff shall remain employees of the COUNTY. Each shall retain all rights, responsibilities and powers associated with employment of staff.

10. SINGLE ADMINISTRATIVE HEAD:

A. According to established COUNTY policies and procedures, the Board of County Commissioners is responsible for hiring the single administrative head, who shall be employed full-time, and shall be under the supervision of the County Manager or designee. The single administrative head shall be the head of the Lake County Library System, a public library cooperative, and according to *State Aid for Libraries Guidelines* shall have completed a library education program accredited by the American Library Association and shall have had at least two years of successful, full-time paid professional experience, after completing the library education program, in a public library that is open to the public at least forty (40) hours a week. The Board of County Commissioners may establish additional qualifications for the single administrative head and shall set positions, salary structure and benefits.

B. According to *State Aid for Libraries Guidelines*, the single administrative head shall be responsible for the overall management or coordination of the library system within the framework established by this Interlocal or other agreements, plans, policies, and budgets. Responsibility for managing or coordinating the following activities may not be delegated through Interlocal or other agreements:

(1) Development of a single long range plan for all library outlets;

(2) Development of a single annual plan of service;

(3) Development of a Lake County Library System budget;

(4) Implementation of the long range plan, an annual plan of service and the budget;

(5) Preparing reports on behalf of the library system; and

(6) Expending all State Aid to Libraries grants.

11. LONG RANGE PLAN FOR LIBRARY SERVICE, ANNUAL PLAN OF SERVICE AND COMBINED BUDGET:

A. According to *State Aid to Libraries Guidelines*, in order to be eligible to receive a State Aid to Libraries Grant, the Lake County Library System shall have on file with the State Library a current copy of the following:

(1) A long range plan adopted or approved by the library system's governing body outlining the library system's operation and development over a three-to-five year period;

(2) A current annual plan of service adopted by the library system's governing body and submitted as part of the application for State Aid to Libraries grants that includes the goals, objectives, and activities that will be supported for the application year; and

(3) A combined budget for the current year adopted by the library system's governing body.

B. The single administrative head shall develop and implement a long range plan for the operation and development of county-wide library service. The long range plan shall be developed in cooperation with the Library Advisory Board, the governing bodies of the participating libraries, the directors of the participating libraries and the Board of County Commissioners. The single administrative head and the participating library directors shall serve as support staff. The Board of County Commissioners shall adopt the long range plan at a public hearing. Prior to adopting the long range plan, the Library Advisory Board shall review and make recommendations to the Board of County Commissioners. The Board of County Commissioners shall consider these recommendations, but shall not be bound thereby. The plan shall be reviewed and updated yearly through the development of an annual plan of service.

C. The annual plan of service will be based on the long range plan of service and the combined budget; and will be developed by the single administrative head in cooperation with participating library directors, and the Library Advisory Board. In adopting the annual plan of service, the Board of County Commissioners shall consider the recommendations of the Library Advisory Board, but shall not be bound thereby.

D. There shall be a combined budget for library service to the residents of Lake County. The budget shall be developed along a fiscal year ending on September 30 of each year. Upon adoption by the MUNICIPALITY, the MUNICIPALITY shall present its line item budget for library services to the single administrative head for inclusion in the combined budget. The combined budget shall include and take into account funds allocated by participating governing bodies, aid received from state and federal sources, and all other revenues received to provide library services. The combined budget shall be adopted by the Board of County Commissioners.

The combined budget shall not include funds to be expended for the purchase or construction of a library building.

E. In accordance with *State Aid to Libraries Guidelines*, the COUNTY and the MUNICIPALITY agree to spend funds in accordance with the Lake County Library System's long range plan, annual plan of service, and budget for those funds that the Lake County Library System will report on a State Aid application as having been expended centrally.

12. FISCAL RESPONSIBILITY:

The COUNTY shall procure an independent audit annually of all funds administered by the single administrative head. The audit shall be prepared and presented to the MUNICIPALITY and to the State Library of Florida within thirty (30) days following acceptance of the audit by the COUNTY.

The MUNICIPALITY shall provide a copy of its audit for each fiscal year to the COUNTY and the single administrative head within thirty (30) days following acceptance of the audit by the MUNICIPALITY. By August 1 of each year, the MUNICIPALITY shall submit to the COUNTY a completed *Certification of Local Operating Expenditures* form, Attachment A, accompanied by a supporting general ledger that details line item expenditures for library operations for the preceding fiscal year, which shall be used to support the Lake County Library System's application for a State Aid Operating grant and the appropriation of COUNTY funds for the MUNICIPALITY.

13. APPROPRIATION OF COUNTY FUNDS FOR MUNICIPALITY:

A. The COUNTY shall allocate a base amount of fifteen thousand dollars ($15,000) per year to the MUNICIPALITY to assist with funding of programs and services at its participating library. In addition to the annual base amount, the COUNTY shall distribute to the MUNICIPALITY its share of the total amount to be appropriated to all member libraries that year, less the total of the base amounts to all of the member libraries, based on the MUNICIPALITY's total circulation for the fiscal year prior to the previous fiscal year. Therefore, the total amount to be appropriated to the MUNICIPALITY for provision of countywide library services shall be the base amount, plus the proportionate share of the net total appropriation. This distribution shall be calculated as follows:

- Total amount appropriated to the MUNICIPALITY
- Base amount
- The MUNICIPALITY's percentage share of all member libraries' total

circulation for fiscal year prior to previous fiscal year

- Total Appropriation to all member libraries for current fiscal year
- Number of member libraries

$a = b + c * [d - (b * e)]$

B. In consideration of these allocations the MUNICIPALITY:

(1) Shall provide library services to all residents of the COUNTY;

(2) Shall use COUNTY funds to enhance current library services provided by its participating library;

(3) Shall make its best effort to maintain or exceed the current level of its local operating funds for the library budget;

(4) Shall not use COUNTY funds annually allocated to the MUNICIPALITY for the purchase or construction of a library building.

(5) Shall enter and maintain accurate patron records on the Lake County patron database.

C. It is the intent of the parties that the distribution of COUNTY funds to the various participating libraries be made on a fair and equitable basis. Accordingly, the formula for disbursing COUNTY funds to participating libraries set forth in Section 13(A) above may be changed only upon the approval of all of the participating libraries' governing bodies and the Board of County Commissioners.

D. The COUNTY shall make its best effort to maintain or exceed the current level of its total appropriation to all participating libraries; however, the COUNTY may propose an increase or decrease based on current financial circumstances or changes in library services. The COUNTY shall not decrease the total appropriation to all participating libraries unless it gives four (4) months advance notice to the participating libraries and their governing bodies of its intent to reduce said funding levels.

E. When a MUNICIPALITY requests to join the Lake County Library System, the municipality shall receive a graduated payment for year one and year two, with a full payment in year three, as follows:

- Year One: Base Amount of $15,000.
- Year Two: Base Amount of $15,000 plus an additional $15,000 for intra-library loans to other Lake County Libraries.

- Year Three: Funding formula as identified in Section 13(A) above.

14. CENTRALIZED SERVICES:

The COUNTY shall provide the following centralized services to the MUNICIPALITY's participating library:

A. Courier service to route materials and equipment among libraries;

B. Intralibrary loan services;

C. Centralized cataloging of library materials, maintenance and oversight of the bibliographic database;

D. Purchasing from State Aid Operating grant funds and Library Services and Technology Act grant funds for the benefit of the Lake County Library System;

E. Networked telecommunications and computer systems services as described in Section 15;

F. Coordination and/or funding of other centralized services where feasible such as, but not limited to, subscriptions to digital resources and other formats;

G. Coordination of youth and adult programming and literacy services.

15. NETWORKED SYSTEMS:

A. The COUNTY shall provide and maintain networked library automation and telecommunications systems. The COUNTY shall be responsible for providing systems hardware, software, maintenance, technical support, monitoring, installation, and services. The COUNTY shall further enhance or add networked systems in accordance with the goals and objectives of the long range plan and annual plan of service, and based on availability of funds.

B. The COUNTY shall pay maintenance costs for all equipment attached to the COUNTY's networked systems and purchased with COUNTY, state or federal funds, and Library Impact Fees awarded to COUNTY, except as outlined in Section 15(D)(1).

C. The COUNTY shall provide staff to perform networked systems administration which shall include: technology planning, training, preventative maintenance, systems monitoring, trouble-shooting, running of required backups, resolution of systems problems, monitoring of system needs, running and creating statistical reports, insuring systems security, procurement of equipment, development and maintenance of Lake County Library System web pages, development of participating library web pages upon request, maintenance of staff e-mail accounts, acting as a liaison with network vendors, installation of peripheral equipment and devices, and technology grants application and administration. Assigned COUNTY staff shall be available to perform the above during library operating hours in a reasonable amount of time and shall have the authority to prioritize requests for assistance.

D. Networked library systems shall be provided by the COUNTY to the MUNICIPALITY at no cost to the MUNICIPALITY except as specified below:

(1) The MUNICIPALITY reserves the right to expand, at its own expense, the COUNTY's networked systems at its participating library to levels exceeding those provided by the COUNTY in consultation with the single administrative head, and provided said expansion meets the COUNTY specifications and shall in no way be in conflict with any contracts the COUNTY may have entered into with a vendor. At the request of the participating library, such equipment may be paid for with State Aid funds, if available, at the discretion of the COUNTY. The MUNICIPALITY shall be responsible for associated costs including, but not limited to, maintenance, licenses, installation, and software of any non-COUNTY owned equipment. The COUNTY may provide technical support where feasible.

(2) The MUNICIPALITY shall, at its own expense, provide proper electrical and data wiring of its participating library facility, according to specifications provided by the COUNTY, to insure proper operation of the networked systems. At the request of the participating library, necessary wiring expenses may be paid by the COUNTY with State Aid funds, if available, at the COUNTY's discretion.

(3) The MUNICIPALITY shall, at its own expense, make available at its participating library any telecommunications lines necessary to the operation and maintenance of any networked library computer systems. The MUNICIPALITY shall cover costs of associated installation, maintenance and monthly telecommunications charges.

(4) The MUNICIPALITY shall, at its own expense, provide supplies at its participating library that are pertinent to the operation of the networked

systems such as printer paper, printer ink cartridges and drums, item barcodes, etc. Patron cards and patron registration forms shall be provided by the COUNTY to the MUNICIPALITY at no charge. The COUNTY may choose to provide other automation supply items to the MUNICIPALITY at no charge.

E. The MUNICIPALITY shall participate in the centralized cataloging program and adhere to County procedures to ensure the integrity of the combined bibliographic database.

F. Neither the MUNICIPALITY nor its participating library shall attach equipment or software to any COUNTY networked system without prior written approval from the single administrative head or designee; or remove equipment or software purchased by the COUNTY and placed at the participating library as part of any COUNTY networked system without prior written approval from the single administrative head or designee. Any physical attachment to or removal from a COUNTY networked system shall be performed by the COUNTY or a vendor authorized or recommended by the COUNTY.

G. Should the COUNTY cancel this Agreement for any reason other than the MUNICIPALITY's failure to comply with the terms of this Agreement, the COUNTY, at its own expense and at the request of the MUNICIPALITY, shall make provision for the continuation of the COUNTY's library automation network as installed at the MUNICIPALITY's participating library at the operational level existing at the time of the termination of the Agreement for a period not to exceed two (2) years. Should the MUNICIPALITY not request continuation of the COUNTY's networked systems, the COUNTY shall be responsible for all costs associated with removal of the COUNTY's networked systems from the MUNICIPALITY's library, including obtaining a copy of the MUNICIPALITY's library patron and bibliographic databases from the library automation vendor. Upon separate mutual written agreement between the MUNICIPALITY and the COUNTY, the COUNTY may continue to operate and maintain networked systems for the MUNICIPALITY's participating library beyond the two (2) year period.

H. Should the MUNICIPALITY cancel this Agreement for any reason other than the COUNTY's failure to comply with the terms of this Agreement, the MUNICIPALITY shall be responsible for all costs associated with removal of the COUNTY's networked systems from the MUNICIPALITY's library. The MUNICIPALITY shall also be responsible for all costs associated with obtaining a copy of the MUNICIPALITY's library patron and bibliographic databases from the library automation vendor. The COUNTY shall be obligated, at the MUNICIPALITY's request, to continue operation and maintenance of the COUNTY's networked systems for a period of up to one (1) year and the MUNICIPALITY shall be obligated to pay associated operating and maintenance costs to the COUNTY. Upon mutual written agreement between the MUNICIPALITY and the COUNTY, the COUNTY may continue to operate and maintain networked systems for the MUNICIPALITY's participating library beyond the one (1) year period.

I. Should this Agreement terminate through expiration, the COUNTY, if requested by the MUNICIPALITY, shall make provision for the continuation of the COUNTY's library automation network as installed at the MUNICIPALITY's participating library at the operational level existing at the time of the expiration of the Agreement for a period not to exceed one (1) year during which the MUNICIPALITY will pay associated operating and maintenance costs for the one (1) year period. Should the MUNICIPALITY not request continuation of the COUNTY's networked systems, the MUNICIPALITY shall be responsible for all costs associated with removal of the COUNTY's networked systems from the MUNICIPALITY's library, including the costs of obtaining a copy of the MUNICIPALITY's library patron and bibliographic databases from the library automation vendor. In the event that negotiations are ongoing prior to the expiration of the Agreement, the MUNICIPALITY shall be exempt from obligated costs during a negotiation period not to exceed one hundred twenty (120) days prior to expiration.

16. REPORTING:

The MUNICIPALITY and its participating library shall submit, by deadlines established through an agreement, policy or procedure, all reports, documentation, and information required for inclusion in any reports, or documents required to maintain State Aid eligibility. The COUNTY shall file, by deadlines established in *State Aid to Libraries Guidelines*, all reports and documents required to maintain State Aid eligibility.

17. SYSTEM WIDE POLICIES:

A. The single administrative head, in consultation with the directors of the participating libraries, shall develop and recommend system wide policies that will provide consistency for library patrons and staff. The policies shall be developed in cooperation with the Library Advisory Board, the governing bodies of the participating libraries, and the Board of

County Commissioners.

B. The Library Advisory Board shall recommend system wide library policies to the Board of County Commissioners upon a two thirds majority vote of its members. The MUNICIPALITY's representative shall represent the MUNICIPALITY's direction in recommendation of policies. In adopting policies, the Board of County Commissioners shall consider the recommendations of the Library Advisory Board, but shall not be bound thereby. System wide policies shall be transmitted to all member library governing bodies for consideration and/or action at least thirty (30) days before consideration by the Board of County Commissioners.

C. The COUNTY and MUNICIPALITY shall abide by system wide policies to the extent they do not conflict with County and City Ordinances, policies or procedures.

18. RECIPROCAL BORROWING:

The COUNTY has previously existing agreements authorizing reciprocal borrowing with Seminole, Volusia, and Marion counties, and with Lake-Sumter State College. Additional reciprocal borrowing agreements may be entered into by the COUNTY on behalf of the Lake County Library System upon the written approval of the Board of County Commissioners and all participating library governing bodies.

19. ADDITIONAL RESPONSIBILITIES OF COUNTY AND MEMBER LIBRARY GOVERNING BODIES:

A. The COUNTY and the MUNICIPALITY shall abide by all State and Federal laws, and specifically those relating to the provision of library services.

B. The COUNTY shall refrain from using State Aid Operating grant funds, except in the case of a severe funding shortage and only upon the consent of the COUNTY and all participating MUNICIPALITIES, as a means to replace COUNTY allocations for library services.

20. INDEMNIFICATION:

Subject to the provisions of Section 768.28, *Florida Statutes*, the MUNICIPALITY agrees to indemnify and hold the COUNTY harmless to the extent allowed for by Florida law, and the COUNTY agrees to indemnify and hold the MUNICIPALITY harmless to the extent allowed for by Florida law, from and against any actions at law to recover damages in tort for money damages for injury or loss of property, personal injury, or death arising out of this Agreement and caused by the negligent or wrongful act or omission of any employee under circumstances in which the MUNICIPALITY and the COUNTY, if a private person, would be liable to the claimant, in accordance with the general laws of the State of Florida.

This indemnification shall continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement to the extent allowed for by Florida law. Nothing contained herein shall be construed as an admission of liability on the part of either party.

The full execution of this Agreement shall obligate the COUNTY and the MUNICIPALITY to comply with this indemnification. This indemnification shall not act or be interpreted as a waiver of either party's sovereign immunity pursuant to Section 768.28, Florida Statutes.

21. INSURANCE:

The COUNTY shall provide, pay for, and maintain in force at all times during this Agreement, insurance to cover the COUNTY's buildings, contents, vehicles, networked systems, workers compensation, general liability, and any other insurance required by law.

The MUNICIPALITY shall provide, pay for, and maintain in force at all times during this Agreement, insurance to cover the MUNICIPALITY's participating library including buildings, contents, equipment owned by the MUNICIPALITY, vehicles, workers' compensation, general liability, and any other insurance required by law.

22. MEDIATION/LEGAL FEES /JURY TRIAL WAIVER:

In the event that any dispute arises between the MUNICIPALITY and the COUNTY with respect to the rights or responsibilities of the MUNICIPALITY or the COUNTY under the Agreement, that dispute shall be mediated by a library professional chosen by the State Librarian from the State Library consultant staff. The mediation shall not be binding, and if agreement cannot be reached, the aggrieved party(s) may pursue legal recourseas allowed by law.

Should litigation arise under this Interlocal Agreement, each party agrees to waive any right to trial by jury. The prevailing party shall be entitled to recover fees and costs, including legal fees up to and including appellate.

23. MODIFICATION:

No modification, amendment or alteration of the terms or conditions contained herein shall be effective unless contained in a written document executed by the parties hereto, with the same formality, and of equal dignity herewith.

24. NOTICES:

A. All notices, demands, or other writings required to be given or made or sent in this Agreement, or which may be given or made or sent, by either party to the other, shall be deemed to have been fully given or made or sent when in writing and addressed as follows:

<u>COUNTY</u>
County Manager
Lake County Administration Building
315 West Main Street, Suite 308
P.O. Box 7800
Tavares, FL 32778-7800

<u>MUNICIPALITY</u>
City Manager
501 W. Meadow Street
P.O. Box 490630
Leesburg, FL 34749

cc: Director of the Office of Library Services
P.O. Box 7800
Tavares, FL 32778-7800

B. All Notices required, or which may be given hereunder, shall be considered properly given if (1) personally delivered, (2) sent by certified United States Mail, return receipt requested, (3) sent by Federal Express or other equivalent overnight letter delivery company.

C. The effective date of such notices shall be the date personally delivered; or if sent by mail, the date of the postmark; or if sent by overnight letter delivery company, the date the notice was picked up by the overnight letter delivery company.

D. Parties may designate other parties or addresses to which notices shall be sent by notifying, in writing, the other party in a manner designated for the filing of notice hereunder.

25. ENTIRE AGREEMENT:

This Agreement embodies the entire agreement between the parties. It may not be modified or terminated except as provided herein. If any provision herein is invalid, it shall be considered deleted therefrom, and shall not invalidate the remaining provisions. This Agreement contains the following exhibits:

Attachment A Certification of Local Operating Expenditures

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: COUNTY, through its Board of County Commissioners, signing by and through its Chair, and MUNICIPALITY, by its duly authorized representative.

COUNTY

ATTEST:

Gary J. Cooney, Clerk of the
Board of County Commissioners
of Lake County, Florida

LAKE COUNTY, through its
BOARD OF COUNTY COMMISSIONERS

Leslie Campione

Leslie Campione, Chairman

This 10th day of September 2019.

Approved as to form and legality:

MMMarsh

Melanie Marsh
County Attorney

ATTEST:

J. Andi Purvis, City Clerk

MUNICIPALITY

John Christian, as Mayor
City of Leesburg

This 22 day of July, 2019.

Approved as to form and legality:

Fred Morrison, City Attorney

ATTACHMENT A

CERTIFICATION OF LOCAL OPERATING EXPENDITURES
FISCAL YEAR ______

The ____,
(name of library governing body)

governing body for the ____.
(name of Lake County Library System Member Library)

hereby certifies that the following total funds from local sources were expended centrally during the fiscal year beginning October 1, _____, and ending September 30, _____ for the operation and maintenance of a library under the conditions outlined in Chapter 257, Florida Statutes, Lake County Library System's Long Range Plan and Annual Plan of Service and Budget, and the Interlocal Agreement Relating to Provision of Library Services.

We further certify that the amount listed below does not include any of the following:

- Funds received from the federal government
- Funds received from the state government
- Funds used for purchase or construction of a library building or library quarters

Such funds are not eligible to be used as local match for State Aid applications under Chapter 257, Florida Statutes, and guidelines for the State Aid to Libraries Grant program.

We further certify that the amount listed below:
(check one)
___ does include funds received from the Lake County Board of County Commissioners.
___ does not include funds received from the Lake County Board of County Commissioners.

(check one)
___ has been audited by an external auditor.
___ has been reviewed by an independent auditor.
___ has been compiled into financial statement format by an independent auditor.

Also, a copy of the report of the independent auditor:
(check one)
___ has been provided to the Lake County Board of County Commissioners.
___ is enclosed.

A copy of the supporting general ledger with detail line item expenditures for library operations is required to be submitted to the Lake County Board of County Commissioners for all libraries.

Total local funds expended centrally by the library for the operation and maintenance of a library between October 1, _____ and September 30, ______.

$ ____________

Signature

____
Chief Financial Officer

____
Date

Please type name and official title here:

This certification is to be completed and mailed by **August 1, _____** to: Library Services Director, Lake County Library System, P.O. Box 7800, Tavares, FL 34778-7800.

City of Leesburg
Lake Front City

Agenda Memorandum

Item No:	5.C.3.
Meeting Date:	July 11, 2022
From:	Tracey Dean, (Airport Manager)
Subject:	Resolution of the City Commission of the City of Leesburg, Florida, authorizing the City Commission to approve for use, the Corporate and Maintenance Wait List Policy and Application Form; and providing an effective date.

Staff Recommendation:
Staff recommends approval of implementing the Corporate and Maintenance Wait List Policy and Application Form.

Analysis:
The City owns and leases a three-unit Corporate hangar building. Built in 2005, each unit is 60x60 and has a bi-fold hydraulic door. Two of the units have a half bath and one unit has a full bath, office space, and a pilots' lounge.

By Resolution 10,974, dated November 8, 2021, GAI Consultants, Inc., under continuing services agreement, began design of multiple hangar buildings and associated infrastructure, to be constructed north of Airport Boulevard and west of Echo Drive. At the recommendation of the Airport Advisory Board, the Commission approved one of these buildings to be in likeness to the existing Corporate hangars, with upgraded amenities. The AAB proposed that, in addition to use for individual and/or corporate use, these units could be made available to aeronautical businesses.

At the May 12, 2022 AAB meeting, the board requested that the Airport Manager create a wait list for these existing and 'coming soon' new hangars and require a deposit of $500.00. The list will be chronological as to when a deposit is received. However, due to the vast possibilities of suggested use, there will not be guaranteed occupancy of a hangar but rather an invitation to negotiate use and lease terms.

The Airport Advisory Board reviewed the draft Corporate/Maintenance Wait List Policy and Application at the June 9, 2022 meeting and unanimously recommended approval.

Procurement Analysis:
N/A

Options:

1. Approve the Corporate and Maintenance Wait List Policy and Application Form for use; or,
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

Deposits collected are held in a reserve account. The airport, being an enterprise fund, earns interest, so this revenue contributes slightly to the overall interest earnings. When a new tenant takes occupancy of a hangar, the $500.00 deposit is applied to their account.

Submission Date and Time: 7/6/2022 4:26:54 PM

RESOLUTION NO. ____________

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, AUTHORIZING THE CITY COMMISSION TO APPROVE FOR USE, THE CORPORATE AND MAINTENANCE WAIT LIST POLICY AND APPLICATION FORM; AND PROVIDING AN EFFECTIVE DATE.

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

THAT the City Commission is hereby authorized to approve use of the Corporate and Maintenance Hangar Wait List Policy and Application Form.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 11th day of July 2022.

____
Mayor

ATTEST:

____
City Clerk

Leesburg International Airport
Corporate and Maintenance Hangar
Waiting List Policies and Procedures

<u>Corporate and Maintenance Hangars</u>

Note: **This policy relates only to hangars under 4,000 square feet and which are located in Multi-unit buildings.**

Note: **Stand-alone, single addressed, commercial hangars, are publicly advertised as Request for Offers (RFO) when they revert to City ownership and become available.**

1. **Vacant hangars may be obtainable to individuals/businesses on the Corporate and Maintenance hangar wait list.** For a person/business to appear on the hangar waiting list **they shall:**

    A. **Complete and file a hangar request application with Airport Administration.** Applicants are solely responsible for maintaining a current address, email, and telephone numbers on their application.

    B. **Pay hangar deposit fee.**

    1) All persons on the Corporate and Maintenance hangar waiting list, either existing or new, shall make a $500.00 hangar deposit.

    2) The hangar deposit shall be applied to the first month's hangar rent. The $500.00 deposit will be refunded if an applicant removes their name from the hangar waiting list by choice, or if an applicant is removed from the list by Airport Administration for declining a hangar space.

    C. **Stipulate the hangar size(s) desired.** An applicant shall be knowledgeable of the hangar sizes, hangar accommodations, and hangar fees, which are listed on the application form. Applicant is solely responsible for selecting the appropriate hangar.

2. **Position on the hangar waiting list.** Waiting list position for new applications shall be determined by the date the correctly completed hangar application is received by the Airport Manager either via US mail to PO Box 490630 Leesburg, FL 34749-0630 or via walk-in at the Airport Office, 8807 Airport Blvd, Leesburg, FL 34788.

3. **Hangar availability shall be determined chronologically (oldest date to the most recent). When a hangar matching an applicant's preference becomes available, *the applicant will be invited to present their proposed aeronautical use of the hangar and discuss lease terms with Airport management.***

A. **If the Applicant is an individual proposing private hangar use:** the applicant individual, business, or LLC name must match the FAA Registration Certificate. Airport Administration will check N numbers at www.faa.gov

B. **If the Applicant is proposing to operate a business, any or all of the following may apply:**

1) Proposed businesses must be of an aeronautical nature.

2) Aeronautical business activities must not be in conflict with documents governing the LEE Airport.
   - **a.** Ordinance 17-21; Leesburg International Airport Minimum Standards
   - **b.** Resolution 9437; Leesburg International Airport Rules and Regulations
   - **c.** City of Leesburg Building and Planning and Zoning Ordinances

3) Term and Termination clauses, Rental amounts, approved uses, and maintenance items will all be subject to negotiation.

4) All Corporate and/or Maintenance hangar DRAFT agreements will be presented to the Airport Advisory Board at a scheduled public meeting, for their recommendation to the City Commission.

5) All DRAFT agreements will be presented to the City Commission, at a scheduled public meeting, for final approval consideration.

4. **Airport Administration Staff shall make every effort to contact** the person in the top position of the hangar waiting list either by mail, email or telephone when a hangar becomes available. It is the applicant's responsibility to provide the most current contact information.

5. **No-contact, failure to respond or a "not interested" response,** to the hangar availability notification after 5 workdays (weekends and holidays exclude), shall be interpreted as – applicant is no longer interested in the opportunity and the next individual on the list will be contacted. Applicant's deposit will be refunded and they will be removed from the corporate and maintenance waiting list.

6. **Persons removed from the hangar waiting list** may restore their names to the bottom of the waiting list by filling out a new application. If a past deposit was returned, a new deposit will be required.

7. **Hangar fees listed on the waiting list application are subject to change.** Applicant is not guaranteed the monthly rate stated on the application form. Rates may increase periodically. There shall be no decrease in monthly rates.

8. **Deposits shall be either check or money order.** In the event a check is returned for NSF or other reason, the applicant will have 5 workdays to remedy or will be removed from the list.

9. **Applications and deposits** shall be mailed to Leesburg International Airport, PO Box 490630, Leesburg, FL 34749-0630 or delivered via walk-in to the Airport Administration Office at 8807 Airport Blvd, Leesburg, FL 34788.

10. **Positions on the hangar waiting list shall not be transferred, traded or sold.**

Note: **This policy relates only to hangars under 4,000 square feet and which are located in Multi-unit buildings.**

Note: **Stand-alone, single addressed, commercial hangars, are publicly advertised as Request for Offers (RFO) when they revert to City ownership and become available.**

LEESBURG INTERNATIONAL AIRPORT

CORPORATE AND MAINTENANCE HANGAR APPLICATION FORM

THIS APPLICATION IS NOT A HANGAR OFFER OR RENTAL AGREEMENT

APPLICANT PERSONAL INFORMATION

Name (Last, First, Initial): ____

Name of Company (If Applicable): ____

Mailing Address: ____

Phone: ____

APPLICANT AIRCRAFT INFORMATION

MAKE & MODEL:____

REGISTRATION NUMBER: N-____

HANGAR SIZE REQUEST (circle one or more options)

OPTION 1 – Corporate Hangar

3,600± sq. ft.;

Bi-Fold door 60' wide.
Amenities vary among the three units. Selection of this option is for the first available hangar only.
Unit 1 and Unit 2 = half bath
Unit 3 = full bath, office space, A/C
(3) units priced at $1,100.00 + tax monthly.

OPTION 2 – COMING SOON – currently in design phase

TBD± sq. ft.;

The City intends to construct one 4 or 5 unit building of maintenance hangars. Each unit will be approximately 60 x 60 with hydraulic door. The proposed amenities are: floor drains, oil/water separators, restrooms, and automobile parking for each unit.
Price TBD

STATEMENT OF ACKNOWLEDGMENT

I understand that in order for an applicant to be placed on the waiting list, applicant must submit the required deposit within 5 working days of the date of the application. The deposit will be applied to the first month's hangar rent. Deposits are refundable if an applicant decides to remove their name from the list. Each applicant must have an aircraft registered to his/her name at the time of application, or within 180 days from the effective date of the lease. Positions on the hangar waiting list are not to be transferred, traded or sold.

APPLICANT SIGNATURE:______________________________ **DATE:**__________________

City of Leesburg
Lake Front City

Agenda Memorandum

Item No:	5.C.4.
Meeting Date:	July 11, 2022
From:	Andi Purvis, (City Clerk)
Subject:	Resolution of the City Commission of the City of Leesburg, Florida, accepting a Utility Easement to the City of Leesburg from Joseph A. Shepperd and Debra M. Shepperd, husband and wife, for the purpose of granting the City an Easement over the property described therein; and providing an effective date.

Staff Recommendation:
Staff recommends accepting and approving the Resolution for a Utility Easement from Joseph A. Shepperd and Debra M. Shepperd, husband and wife, for the property described therein.

Analysis:
Joseph A. Shepperd and Debra M. Shepperd, husband and wife, are granting a Utility Easement to the City of Leesburg, Florida for the purpose of construction, installation, repair, maintenance, replacement, and improvement of underground or above ground utilities, including but not limited to water, sewer, reuse water, natural gas, and electricity.

Procurement Analysis:
N/A

Options:
1. Adopt the Resolution accepting and approving the Utility Easement as presented; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:
None

Submission Date and Time: **7/6/2022 4:27:55 PM**

RESOLUTION NO. ___________

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, ACCEPTING A UTILITY EASEMENT TO THE CITY OF LEESBURG FROM JOSEPH A. SHEPPERD AND DEBRA M. SHEPPERD, HUSBAND AND WIFE, FOR THE PURPOSE OF GRANTING THE CITY AN EASEMENT OVER THE PROPERTY DESCRIBED THEREIN; AND PROVIDING AN EFFECTIVE DATE.

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

THAT the Utility Easement granted to the City of Leesburg by Joseph A. Shepperd and Debra M. Shepperd, husband and wife, for the purpose of granting the City a Utility Easement over, under, upon, across, through and within the real property described in the document, is hereby accepted.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 11th day of July 2022.

____
Mayor

ATTEST:

____
City Clerk

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 26 day of June, 2021, by **JOSEPH A. SHEPPERD AND DEBRA M. SHEPPERD, HUSBAND AND WIFE,** whose address is 2710 Westside Drive, 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 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, 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)

Joan Picarelli
JOAN PICARELLI
(Type or print name of Witness)

John Picarelli
(Type or print name of witness)

GRANTOR:

JOSEPH A. SHEPPERD

DEBRA M. SHEPPERD

STATE OF FLORIDA
COUNTY OF Sumter

BEFORE ME, the undersigned Notary Public, personally appeared either by means of ☒ physical presence, or ☐ online notarization Joseph A. Shepperd and Debra M. Shepperd, who acknowledged before me that they executed this instrument on the 26 day of June, 2021, and who were either ☐ personally known to me, or who ☒ produced FL DL as identification.

NOTARY PUBLIC

Glen L. Pemberton
Type or print name of Notary

GG 179286
Commission Number

02-22-2022
Commission expiration date

NOTARY PUBLIC STATE OF FLORIDA
Glenn L. Pemberton
State of Florida
My Commission Expires 02/22/2022
Commission No. GG 179286

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 5700, Page 408, 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.

REGIONS BANK

BY: ____________________

Tejal Patel FRS

Type or print name and position or title

STATE OF Florida
COUNTY OF Sumter

BEFORE ME, the undersigned Notary Public, personally appeared either by means of ☒ physical presence, or ☐ online notarization, Tejal Patel, the FRS of Regions Bank, who acknowledged before me that (s)he executed this instrument on the 26 day of June, 2021, and who was either ☒ personally known to me, or who ☐ produced FL DL as identification.

____
NOTARY PUBLIC

Glenn L. Pemberton
Type or print name of Notary

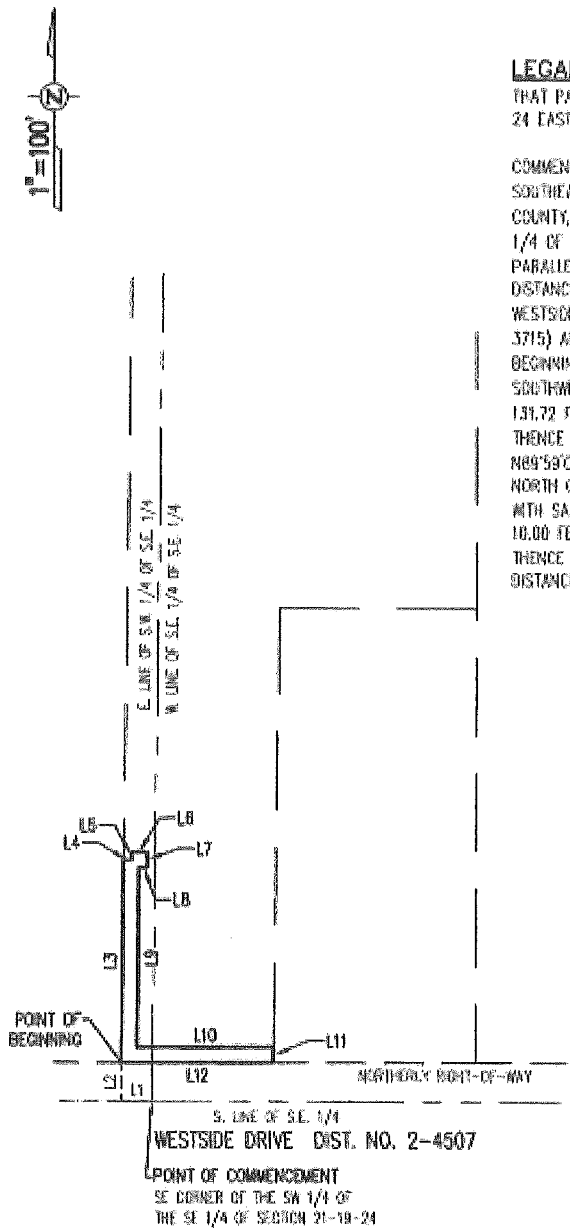
GG 179286
Commission Number

02-22-2022
Commission expiration date

Glenn L. Pemberton
State of Florida
My Commission Expires 02/22/2022
Commission No. GG 179286

SKETCH FOR DESCRIPTION
(NOT A FIELD SURVEY)

EXHIBIT "A"
SHEET 1 OF 1



LEGAL DESCRIPTION – UTILITY EASEMENT

THAT PART OF THE SOUTHEAST 1/4 OF SECTION 21, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 21, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; RUN N89°59'04"W ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4, A DISTANCE OF 20.00 FEET; THENCE N00°38'02"E PARALLEL WITH THE EAST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4, A DISTANCE OF 25.00 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF WESTSIDE DRIVE, SAID POINT BEING A FOUND IRON ROD AND CAP (LABELED PSM 3715) AND THE POINT OF BEGINNING OF THIS DESCRIPTION; FROM SAID POINT OF BEGINNING CONTINUE N00°38'02"E PARALLEL WITH THE EAST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 21, A DISTANCE OF 131.72 FEET, THENCE S89°59'04"E, 5.00 FEET, THENCE N00°38'02"E, 5.00 FEET; THENCE S89°59'04"E, 10.00 FEET; THENCE S00°38'02"W, 10.00 FEET; THENCE N89°59'04"W, 5.00 FEET; THENCE S00°38'02"W, 116.72 FEET TO A POINT 10 FEET NORTH OF THE NORTH RIGHT-OF-WAY LINE OF WESTSIDE DRIVE; THENCE PARALLEL WITH SAID RIGHT-OF-WAY LINE RUN S89°59'04"E, 90.00 FEET; THENCE S00°38'02"W, 10.00 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF WESTSIDE DRIVE; THENCE N89°59'04"W ALONG THE NORTH RIGHT OF WAY LINE OF WESTSIDE DRIVE A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING.

LINE TABLE

LINE	LENGTH	BEARING
L1	20.00'	N89°59'04"W
L2	25.00'	N0°38'02"E
L3	131.72'	N0°38'02"E
L4	5.00'	S89°59'04"E
L5	5.00'	N0°38'02"E
L6	10.00'	S89°59'04"E
L7	10.00'	S0°38'02"W
L8	5.00'	N89°59'04"W
L9	116.72'	S0°38'02"W
L10	90.00'	S89°59'04"E
L11	10.00'	S0°38'02"W
L12	100.00'	N89°59'04"W

6/21/21
DATE

KATE M. JAMESON, PROFESSIONAL SURVEYOR & MAPPER
FLORIDA REGISTRATION NO. 5812

GENERAL NOTES

1. THE SKETCH OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. THIS SKETCH PREPARED FOR DESCRIPTION PURPOSES ONLY AND DOES NOT REPRESENT A FIELD SURVEY
3. BEARINGS ARE BASED ON THE EAST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 21, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, AS BEING N00°38'02"E, AN ASSUMED MERIDIAN.

CFB CLYMER FARNER BARLEY
CLYMER FARNER BARLEY, Inc.

City of Leesburg
Lake Front City

Agenda Memorandum

Item No:	5.C.5.
Meeting Date:	July 11, 2022
From:	Al Minner, (City Manager)
Subject:	Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute ARP Civic Funding Agreements with Darling Diamonds, Inc., Ember 911, Inc. dba Military Fire Police Support Association, Inc., Lake Community Action Agency, Inc., Love Thy Neighbor Community Services, Inc., The Quilting Sisters Guild, Inc., and United Way of Lake and Sumter Counties, Inc.; and providing an effective date.

Staff Recommendation:
Staff recommends the execution of the ARP Civic Grant funding agreements with Darling Diamonds, Inc., Ember 911, Inc. dba Military Fire Police Support Association, Inc., Lake Community Action Agency, Inc., Love Thy Neighbor Community Services, Inc., The Quilting Sisters Guild, Inc., and United Way of Lake and Sumter Counties, Inc.

Analysis:
The City Commission previously authorized a process to allow civic organizations to apply for grants through a program funded by the City's American Rescue Plan Act distribution. Qualification requirements include that the organization must have a physical presence in the City and must not have previously received relief funding from the City. Organizations are also required to submit an IRS Form 990 dated no later than 2020 and verification of their not-for-profit status.

Applications were received from ten organizations. Of those, six met the criteria for this program. Following is a list of the organizations that met the qualifications. All awarded grants will be in the amount of $10,000.00.

Darling Diamonds, Inc.
Ember 911, Inc. dba Military Fire Police Support Association, Inc.
Lake Community Action Agency, Inc.
Love Thy Neighbor Community Services, Inc.
The Quilting Sisters Guild, Inc.
United Way of Lake and Sumter Counties, Inc.

Procurement Analysis:

N/A

Options:

1. Approve execution of the agreements between the City of Leesburg and Darling Diamonds, Inc., Ember 911, Inc. dba Military Fire Police Support Association, Inc., Lake Community Action Agency, Inc., Love Thy Neighbor Community Services, Inc., The Quilting Sisters Guild, Inc., and United Way of Lake and Sumter Counties, Inc.; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

Funding in the amount of $100,00.00 was approved for this program. The grant payments that are recommended total $60,00.00. The balance remaining in the program will be rolled into other eligible ARPA projects.

Account No.	001-1295-519-8218
Project No.	ARPACT
Budget	$100,000.00
Available	$100,000.00

Submission Date and Time: 7/6/2022 4:31:46 PM

RESOLUTION NO. ____________

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE ARP CIVIC FUNDING AGREEMENTS WITH DARLING DIAMONDS, INC., EMBER 911, INC. DBA MILITARY FIRE POLICE SUPPORT ASSOCIATION, INC., LAKE COMMUNITY ACTION AGENCY, INC., LOVE THY NEIGHBOR COMMUNITY SERVICES, INC., THE QUILTING SISTERS GUILD, INC., AND UNITED WAY OF LAKE AND SUMTER COUNTIES, INC.; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, it is permissible for cities to make contributions to non-profit corporations from funding provided through the American Rescue Plan Act (ARPA); and

WHEREAS, Darling Diamonds, Inc., Ember 911, Inc. Dba Military Fire Police Support Association, Lake Community Action Agency, Inc., Love Thy Neighbor Community Services, Inc., The Quilting Sisters Guild, Inc., and United Way of Lake and Sumter Counties, Inc. are seeking contributions from the City of Leesburg to help provide a public service to City residents; and

WHEREAS, the City of Leesburg desires to have agreements with the various agencies which are seeking funding from the City under the ARPA.

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

THAT the Mayor and City Clerk of the City of Leesburg are hereby authorized and directed to execute the ARP Civic Funding Agreements between the City of Leesburg and each entity listed above for the amount listed in each contract.

THAT this resolution shall take effect immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida at a regular meeting held on the 11th day of July 2022.

____
Mayor

ATTEST:

____
City Clerk

City of Leesburg ARP - Civic Funding Grant Agreement

THIS AGREEMENT is entered into between THE CITY OF LEESBURG, FLORIDA (the "City"), and Darling Diamonds, Inc. (Recipient).

WHEREAS, the United States of America adopted H.R. 1319 referred to as the American Rescue Plan Act of 2021 ("ARP"), which provided for funding to state and local governments, including the City, which could in turn issue grants to eligible entities for authorized purposes; and

WHEREAS, Recipient has been awarded a grant by the City utilizing ARP funding, and is entering into this Agreement to affirm its eligibility for the grant and to bind itself to utilize the funding only for purposes permitted by ARP.

NOW THEREFORE, Recipient and the City, in consideration of the extension by the City to Recipient of the grant described more particularly below, agree as follows:

1. The City hereby awards the sum of $10,000.00 to Recipient, from the City's allocation of ARP funds.

2. The grant is awarded either for (check one) replacement of revenue lost by Recipient during the COVID-19 pandemic ("Revenue Replacement").

3. Recipient certifies, for the benefit and reliance of City, that Recipient suffered significant revenue losses during the pandemic, which were directly related to the effects of the pandemic on the economy, which losses equaled or exceeded the amount of the grant being awarded to Recipient.

4. The Recipient shall, at any time within seven (7) years from the date it receives the grant funds, provide records sufficient to demonstrate that Recipient suffered a pandemic-related financial loss equal to or in excess of the amount of the grant. Such records, once produced to the City, will constitute public records under Florida law. Recipient further agrees to utilize the funds in the conduct of its business operations, to replace revenue lost to the pandemic, and not for any other purposes.

5. Recipient covenants to follow strictly all requirements imposed by the ARP, and by any rules or regulations promulgated under the ARP, and to hold the City harmless and indemnify it against any losses due to any failure by Recipient to adhere to the requirements of the ARP, applicable regulations, or this Agreement.

6. If any certification, representation or statement of Recipient in this Agreement turns out to be false, misleading, or incomplete in such a way as to be false or misleading, or if Recipient breaches any term, condition or covenant of this Agreement, or if due to any act or omission of Recipient, City becomes obligated to return all or a portion of this grant to the Federal government, then Recipient shall reimburse the City in full for all grant funds used in violation of ARP or this Agreement, together with any costs and attorneys' fees the City incurs as a result.

7. In any litigation arising under this Agreement, the prevailing party shall be entitled to recover its reasonable court costs and attorneys' fees, whether at trial, on appeal, in any proceedings in bankruptcy or insolvency, and in any efforts to collect or enforce a judgment obtained. Venue for any case or controversy arising under this Agreement shall be in Lake County, Florida. This Agreement shall be governed by the laws of the State of Florida and the United States of America.

8. Any notice required by this Agreement shall be in writing and shall be either delivered in person, sent by Federal Express, UPS or other widely recognized overnight courier service, or mailed by United States Mail, certified with return receipt requested and all postage charges prepaid. Any notice sent by U.S. Mail in accordance with these standards to the proper address as set forth below shall be deemed to be effective on the second business day after the date of postmark; any notice personally delivered shall be effective upon delivery; and any notice sent by overnight courier shall be effective on the next business day after it is placed in the hands of the courier, properly addressed; and any time period shall begin running as of that date, whether or not the notice is actually received. Notices shall be given in the following manner, or in such other manner as may be directed by either party, in writing, from time to time:

9. This Agreement sets forth the entire understanding of the parties with regard to its subject matter. It supersedes and takes precedence over any and all prior negotiations, representations and agreements, oral or written, all of which are deemed to have merged into this Agreement and to have been extinguished except to the extent specifically set forth herein. This Agreement may not be amended orally, by implication, by course of conduct, or in any other manner whatsoever than by way of a written instrument signed by both parties hereto or their lawful successors. This Agreement shall be binding on the parties hereto, as well as on their lawful successors and assigns. Each party represents for the benefit of the other that it has not entered into this Agreement in reliance on, or on the basis of, any promise, negotiation, representation, undertaking or agreement of the other party, oral or written, which is not specifically set forth within this Agreement.

10. Recipient understands and acknowledges that the City is extending grant funding to it in reliance on this Agreement and the representations and undertakings of Recipient in this Agreement, and that such reliance on the part of the City is foreseeable and justifiable. Recipient states affirmatively that all factual representations made in this Agreement or made to the City to induce the City to extend grant funding to Recipient are true and correct.

IN WITNESS WHEREOF, the parties have entered into this Agreement.

THE CITY OF LEESBURG, FLORIDA

____

MIKE PEDERSON, Mayor

ATTEST:__________________________ DATE:: __________________, 2022
ANDI PURVIS, City Clerk

APPROVED AS TO FORM AND CONTENT:

____
CITY ATTORNEY

RECIPIENT:

Darling Diamonds, Inc.__________________
Organization Name

BY:_________________________________

____
Type or print name and official title

MAILING ADDRESS:

____

____

DATE: _________________________, 2022

City of Leesburg ARP - Civic Funding Grant Agreement

THIS AGREEMENT is entered into between THE CITY OF LEESBURG, FLORIDA (the "City"), and Ember 911, Inc. DBA Military Fire Police Support Association (Recipient).

WHEREAS, the United States of America adopted H.R. 1319 referred to as the American Rescue Plan Act of 2021 ("ARP"), which provided for funding to state and local governments, including the City, which could in turn issue grants to eligible entities for authorized purposes; and

WHEREAS, Recipient has been awarded a grant by the City utilizing ARP funding, and is entering into this Agreement to affirm its eligibility for the grant and to bind itself to utilize the funding only for purposes permitted by ARP.

NOW THEREFORE, Recipient and the City, in consideration of the extension by the City to Recipient of the grant described more particularly below, agree as follows:

1. The City hereby awards the sum of $10,000.00 to Recipient, from the City's allocation of ARP funds.

2. The grant is awarded either for (check one) replacement of revenue lost by Recipient during the COVID-19 pandemic ("Revenue Replacement").

3. Recipient certifies, for the benefit and reliance of City, that Recipient suffered significant revenue losses during the pandemic, which were directly related to the effects of the pandemic on the economy, which losses equaled or exceeded the amount of the grant being awarded to Recipient.

4. The Recipient shall, at any time within seven (7) years from the date it receives the grant funds, provide records sufficient to demonstrate that Recipient suffered a pandemic-related financial loss equal to or in excess of the amount of the grant. Such records, once produced to the City, will constitute public records under Florida law. Recipient further agrees to utilize the funds in the conduct of its business operations, to replace revenue lost to the pandemic, and not for any other purposes.

5. Recipient covenants to follow strictly all requirements imposed by the ARP, and by any rules or regulations promulgated under the ARP, and to hold the City harmless and indemnify it against any losses due to any failure by Recipient to adhere to the requirements of the ARP, applicable regulations, or this Agreement.

6. If any certification, representation or statement of Recipient in this Agreement turns out to be false, misleading, or incomplete in such a way as to be false or misleading, or if Recipient breaches any term, condition or covenant of this Agreement, or if due to any act or omission of Recipient, City becomes obligated to return all or a portion of this grant to the Federal government, then Recipient shall reimburse the City in full for all grant funds used in violation of ARP or this Agreement, together with any costs and attorneys' fees the City incurs as a result.

7. In any litigation arising under this Agreement, the prevailing party shall be entitled to recover its reasonable court costs and attorneys' fees, whether at trial, on appeal, in any proceedings in bankruptcy or insolvency, and in any efforts to collect or enforce a judgment obtained. Venue for any case or controversy arising under this Agreement shall be in Lake County, Florida. This Agreement shall be governed by the laws of the State of Florida and the United States of America.

8. Any notice required by this Agreement shall be in writing and shall be either delivered in person, sent by Federal Express, UPS or other widely recognized overnight courier service, or mailed by United States Mail, certified with return receipt requested and all postage charges prepaid. Any notice sent by U.S. Mail in accordance with these standards to the proper address as set forth below shall be deemed to be effective on the second business day after the date of postmark; any notice personally delivered shall be effective upon delivery; and any notice sent by overnight courier shall be effective on the next business day after it is placed in the hands of the courier, properly addressed; and any time period shall begin running as of that date, whether or not the notice is actually received. Notices shall be given in the following manner, or in such other manner as may be directed by either party, in writing, from time to time:

9. This Agreement sets forth the entire understanding of the parties with regard to its subject matter. It supersedes and takes precedence over any and all prior negotiations, representations and agreements, oral or written, all of which are deemed to have merged into this Agreement and to have been extinguished except to the extent specifically set forth herein. This Agreement may not be amended orally, by implication, by course of conduct, or in any other manner whatsoever than by way of a written instrument signed by both parties hereto or their lawful successors. This Agreement shall be binding on the parties hereto, as well as on their lawful successors and assigns. Each party represents for the benefit of the other that it has not entered into this Agreement in reliance on, or on the basis of, any promise, negotiation, representation, undertaking or agreement of the other party, oral or written, which is not specifically set forth within this Agreement.

10. Recipient understands and acknowledges that the City is extending grant funding to it in reliance on this Agreement and the representations and undertakings of Recipient in this Agreement, and that such reliance on the part of the City is foreseeable and justifiable. Recipient states affirmatively that all factual representations made in this Agreement or made to the City to induce the City to extend grant funding to Recipient are true and correct.

IN WITNESS WHEREOF, the parties have entered into this Agreement.

THE CITY OF LEESBURG, FLORIDA

____

MIKE PEDERSON, Mayor

ATTEST:___________________________ DATE:: ____________________, 2022
ANDI PURVIS, City Clerk

APPROVED AS TO FORM AND CONTENT:

____
CITY ATTORNEY

RECIPIENT:

Ember 911, Inc. DBA Military Fire Police Support Association
Organization Name

BY:________________________________

____
Type or print name and official title

MAILING ADDRESS:

____

____

DATE: ________________________, 2022

City of Leesburg ARP - Civic Funding Grant Agreement

THIS AGREEMENT is entered into between THE CITY OF LEESBURG, FLORIDA (the "City"), and Lake Community Action Agency, Inc. (Recipient).

WHEREAS, the United States of America adopted H.R. 1319 referred to as the American Rescue Plan Act of 2021 ("ARP"), which provided for funding to state and local governments, including the City, which could in turn issue grants to eligible entities for authorized purposes; and

WHEREAS, Recipient has been awarded a grant by the City utilizing ARP funding, and is entering into this Agreement to affirm its eligibility for the grant and to bind itself to utilize the funding only for purposes permitted by ARP.

NOW THEREFORE, Recipient and the City, in consideration of the extension by the City to Recipient of the grant described more particularly below, agree as follows:

1. The City hereby awards the sum of $10,000.00 to Recipient, from the City's allocation of ARP funds.

2. The grant is awarded either for (check one) replacement of revenue lost by Recipient during the COVID-19 pandemic ("Revenue Replacement").

3. Recipient certifies, for the benefit and reliance of City, that Recipient suffered significant revenue losses during the pandemic, which were directly related to the effects of the pandemic on the economy, which losses equaled or exceeded the amount of the grant being awarded to Recipient.

4. The Recipient shall, at any time within seven (7) years from the date it receives the grant funds, provide records sufficient to demonstrate that Recipient suffered a pandemic-related financial loss equal to or in excess of the amount of the grant. Such records, once produced to the City, will constitute public records under Florida law. Recipient further agrees to utilize the funds in the conduct of its business operations, to replace revenue lost to the pandemic, and not for any other purposes.

5. Recipient covenants to follow strictly all requirements imposed by the ARP, and by any rules or regulations promulgated under the ARP, and to hold the City harmless and indemnify it against any losses due to any failure by Recipient to adhere to the requirements of the ARP, applicable regulations, or this Agreement.

6. If any certification, representation or statement of Recipient in this Agreement turns out to be false, misleading, or incomplete in such a way as to be false or misleading, or if Recipient breaches any term, condition or covenant of this Agreement, or if due to any act or omission of Recipient, City becomes obligated to return all or a portion of this grant to the Federal government, then Recipient shall reimburse the City in full for all grant funds used in violation of ARP or this Agreement, together with any costs and attorneys' fees the City incurs as a result.

7. In any litigation arising under this Agreement, the prevailing party shall be entitled to recover its reasonable court costs and attorneys' fees, whether at trial, on appeal, in any proceedings in bankruptcy or insolvency, and in any efforts to collect or enforce a judgment obtained. Venue for any case or controversy arising under this Agreement shall be in Lake County, Florida. This Agreement shall be governed by the laws of the State of Florida and the United States of America.

8. Any notice required by this Agreement shall be in writing and shall be either delivered in person, sent by Federal Express, UPS or other widely recognized overnight courier service, or mailed by United States Mail, certified with return receipt requested and all postage charges prepaid. Any notice sent by U.S. Mail in accordance with these standards to the proper address as set forth below shall be deemed to be effective on the second business day after the date of postmark; any notice personally delivered shall be effective upon delivery; and any notice sent by overnight courier shall be effective on the next business day after it is placed in the hands of the courier, properly addressed; and any time period shall begin running as of that date, whether or not the notice is actually received. Notices shall be given in the following manner, or in such other manner as may be directed by either party, in writing, from time to time:

9. This Agreement sets forth the entire understanding of the parties with regard to its subject matter. It supersedes and takes precedence over any and all prior negotiations, representations and agreements, oral or written, all of which are deemed to have merged into this Agreement and to have been extinguished except to the extent specifically set forth herein. This Agreement may not be amended orally, by implication, by course of conduct, or in any other manner whatsoever than by way of a written instrument signed by both parties hereto or their lawful successors. This Agreement shall be binding on the parties hereto, as well as on their lawful successors and assigns. Each party represents for the benefit of the other that it has not entered into this Agreement in reliance on, or on the basis of, any promise, negotiation, representation, undertaking or agreement of the other party, oral or written, which is not specifically set forth within this Agreement.

10. Recipient understands and acknowledges that the City is extending grant funding to it in reliance on this Agreement and the representations and undertakings of Recipient in this Agreement, and that such reliance on the part of the City is foreseeable and justifiable. Recipient states affirmatively that all factual representations made in this Agreement or made to the City to induce the City to extend grant funding to Recipient are true and correct.

IN WITNESS WHEREOF, the parties have entered into this Agreement.

THE CITY OF LEESBURG, FLORIDA

____

MIKE PEDERSON, Mayor

ATTEST:__________________________ DATE:: ____________________, 2022
ANDI PURVIS, City Clerk

APPROVED AS TO FORM AND CONTENT:

____
CITY ATTORNEY

RECIPIENT:

Lake Community Action Agency, Inc.
Organization Name

BY:________________________________

____
Type or print name and official title

MAILING ADDRESS:

____

____

DATE: ___________________________, 2022

City of Leesburg ARP - Civic Funding Grant Agreement

THIS AGREEMENT is entered into between THE CITY OF LEESBURG, FLORIDA (the "City"), and Love Thy Neighbor Community Services, Inc. (Recipient).

WHEREAS, the United States of America adopted H.R. 1319 referred to as the American Rescue Plan Act of 2021 ("ARP"), which provided for funding to state and local governments, including the City, which could in turn issue grants to eligible entities for authorized purposes; and

WHEREAS, Recipient has been awarded a grant by the City utilizing ARP funding, and is entering into this Agreement to affirm its eligibility for the grant and to bind itself to utilize the funding only for purposes permitted by ARP.

NOW THEREFORE, Recipient and the City, in consideration of the extension by the City to Recipient of the grant described more particularly below, agree as follows:

1. The City hereby awards the sum of $10,000.00 to Recipient, from the City's allocation of ARP funds.

2. The grant is awarded either for (check one) replacement of revenue lost by Recipient during the COVID-19 pandemic ("Revenue Replacement").

3. Recipient certifies, for the benefit and reliance of City, that Recipient suffered significant revenue losses during the pandemic, which were directly related to the effects of the pandemic on the economy, which losses equaled or exceeded the amount of the grant being awarded to Recipient.

4. The Recipient shall, at any time within seven (7) years from the date it receives the grant funds, provide records sufficient to demonstrate that Recipient suffered a pandemic-related financial loss equal to or in excess of the amount of the grant. Such records, once produced to the City, will constitute public records under Florida law. Recipient further agrees to utilize the funds in the conduct of its business operations, to replace revenue lost to the pandemic, and not for any other purposes.

5. Recipient covenants to follow strictly all requirements imposed by the ARP, and by any rules or regulations promulgated under the ARP, and to hold the City harmless and indemnify it against any losses due to any failure by Recipient to adhere to the requirements of the ARP, applicable regulations, or this Agreement.

6. If any certification, representation or statement of Recipient in this Agreement turns out to be false, misleading, or incomplete in such a way as to be false or misleading, or if Recipient breaches any term, condition or covenant of this Agreement, or if due to any act or omission of Recipient, City becomes obligated to return all or a portion of this grant to the Federal government, then Recipient shall reimburse the City in full for all grant funds used in violation of ARP or this Agreement, together with any costs and attorneys' fees the City incurs as a result.

7. In any litigation arising under this Agreement, the prevailing party shall be entitled to recover its reasonable court costs and attorneys' fees, whether at trial, on appeal, in any proceedings in bankruptcy or insolvency, and in any efforts to collect or enforce a judgment obtained. Venue for any case or controversy arising under this Agreement shall be in Lake County, Florida. This Agreement shall be governed by the laws of the State of Florida and the United States of America.

8. Any notice required by this Agreement shall be in writing and shall be either delivered in person, sent by Federal Express, UPS or other widely recognized overnight courier service, or mailed by United States Mail, certified with return receipt requested and all postage charges prepaid. Any notice sent by U.S. Mail in accordance with these standards to the proper address as set forth below shall be deemed to be effective on the second business day after the date of postmark; any notice personally delivered shall be effective upon delivery; and any notice sent by overnight courier shall be effective on the next business day after it is placed in the hands of the courier, properly addressed; and any time period shall begin running as of that date, whether or not the notice is actually received. Notices shall be given in the following manner, or in such other manner as may be directed by either party, in writing, from time to time:

9. This Agreement sets forth the entire understanding of the parties with regard to its subject matter. It supersedes and takes precedence over any and all prior negotiations, representations and agreements, oral or written, all of which are deemed to have merged into this Agreement and to have been extinguished except to the extent specifically set forth herein. This Agreement may not be amended orally, by implication, by course of conduct, or in any other manner whatsoever than by way of a written instrument signed by both parties hereto or their lawful successors. This Agreement shall be binding on the parties hereto, as well as on their lawful successors and assigns. Each party represents for the benefit of the other that it has not entered into this Agreement in reliance on, or on the basis of, any promise, negotiation, representation, undertaking or agreement of the other party, oral or written, which is not specifically set forth within this Agreement.

10. Recipient understands and acknowledges that the City is extending grant funding to it in reliance on this Agreement and the representations and undertakings of Recipient in this Agreement, and that such reliance on the part of the City is foreseeable and justifiable. Recipient states affirmatively that all factual representations made in this Agreement or made to the City to induce the City to extend grant funding to Recipient are true and correct.

IN WITNESS WHEREOF, the parties have entered into this Agreement.

THE CITY OF LEESBURG, FLORIDA

____

MIKE PEDERSON, Mayor

ATTEST:__________________________ DATE:: ____________________, 2022
ANDI PURVIS, City Clerk

APPROVED AS TO FORM AND CONTENT:

____
CITY ATTORNEY

RECIPIENT:

Love Thy Neighbor Community Services, Inc.

BY:________________________________

____
Type or print name and official title

MAILING ADDRESS:
____

____

DATE: ________________________, 2022

City of Leesburg ARP - Civic Funding Grant Agreement

THIS AGREEMENT is entered into between THE CITY OF LEESBURG, FLORIDA (the "City"), and The Quilting Sisters Guild, Inc. (Recipient).

WHEREAS, the United States of America adopted H.R. 1319 referred to as the American Rescue Plan Act of 2021 ("ARP"), which provided for funding to state and local governments, including the City, which could in turn issue grants to eligible entities for authorized purposes; and

WHEREAS, Recipient has been awarded a grant by the City utilizing ARP funding, and is entering into this Agreement to affirm its eligibility for the grant and to bind itself to utilize the funding only for purposes permitted by ARP.

NOW THEREFORE, Recipient and the City, in consideration of the extension by the City to Recipient of the grant described more particularly below, agree as follows:

1. The City hereby awards the sum of $10,000.00 to Recipient, from the City's allocation of ARP funds.

2. The grant is awarded either for (check one) replacement of revenue lost by Recipient during the COVID-19 pandemic ("Revenue Replacement").

3. Recipient certifies, for the benefit and reliance of City, that Recipient suffered significant revenue losses during the pandemic, which were directly related to the effects of the pandemic on the economy, which losses equaled or exceeded the amount of the grant being awarded to Recipient.

4. The Recipient shall, at any time within seven (7) years from the date it receives the grant funds, provide records sufficient to demonstrate that Recipient suffered a pandemic-related financial loss equal to or in excess of the amount of the grant. Such records, once produced to the City, will constitute public records under Florida law. Recipient further agrees to utilize the funds in the conduct of its business operations, to replace revenue lost to the pandemic, and not for any other purposes.

5. Recipient covenants to follow strictly all requirements imposed by the ARP, and by any rules or regulations promulgated under the ARP, and to hold the City harmless and indemnify it against any losses due to any failure by Recipient to adhere to the requirements of the ARP, applicable regulations, or this Agreement.

6. If any certification, representation or statement of Recipient in this Agreement turns out to be false, misleading, or incomplete in such a way as to be false or misleading, or if Recipient breaches any term, condition or covenant of this Agreement, or if due to any act or omission of Recipient, City becomes obligated to return all or a portion of this grant to the Federal government, then Recipient shall reimburse the City in full for all grant funds used in violation of ARP or this Agreement, together with any costs and attorneys' fees the City incurs as a result.

7. In any litigation arising under this Agreement, the prevailing party shall be entitled to recover its reasonable court costs and attorneys' fees, whether at trial, on appeal, in any proceedings in bankruptcy or insolvency, and in any efforts to collect or enforce a judgment obtained. Venue for any case or controversy arising under this Agreement shall be in Lake County, Florida. This Agreement shall be governed by the laws of the State of Florida and the United States of America.

8. Any notice required by this Agreement shall be in writing and shall be either delivered in person, sent by Federal Express, UPS or other widely recognized overnight courier service, or mailed by United States Mail, certified with return receipt requested and all postage charges prepaid. Any notice sent by U.S. Mail in accordance with these standards to the proper address as set forth below shall be deemed to be effective on the second business day after the date of postmark; any notice personally delivered shall be effective upon delivery; and any notice sent by overnight courier shall be effective on the next business day after it is placed in the hands of the courier, properly addressed; and any time period shall begin running as of that date, whether or not the notice is actually received. Notices shall be given in the following manner, or in such other manner as may be directed by either party, in writing, from time to time:

9. This Agreement sets forth the entire understanding of the parties with regard to its subject matter. It supersedes and takes precedence over any and all prior negotiations, representations and agreements, oral or written, all of which are deemed to have merged into this Agreement and to have been extinguished except to the extent specifically set forth herein. This Agreement may not be amended orally, by implication, by course of conduct, or in any other manner whatsoever than by way of a written instrument signed by both parties hereto or their lawful successors. This Agreement shall be binding on the parties hereto, as well as on their lawful successors and assigns. Each party represents for the benefit of the other that it has not entered into this Agreement in reliance on, or on the basis of, any promise, negotiation, representation, undertaking or agreement of the other party, oral or written, which is not specifically set forth within this Agreement.

10. Recipient understands and acknowledges that the City is extending grant funding to it in reliance on this Agreement and the representations and undertakings of Recipient in this Agreement, and that such reliance on the part of the City is foreseeable and justifiable. Recipient states affirmatively that all factual representations made in this Agreement or made to the City to induce the City to extend grant funding to Recipient are true and correct.

IN WITNESS WHEREOF, the parties have entered into this Agreement.

THE CITY OF LEESBURG, FLORIDA

____

MIKE PEDERSON, Mayor

ATTEST:___________________________ DATE:: ___________________, 2022
ANDI PURVIS, City Clerk

APPROVED AS TO FORM AND CONTENT:

____
CITY ATTORNEY

RECIPIENT:

The Quilting Sisters Guild, Inc.
Organization Name

BY:___________________________________

____
Type or print name and official title

MAILING ADDRESS:

____

____

DATE: __________________________, 2022

City of Leesburg ARP - Civic Funding Grant Agreement

THIS AGREEMENT is entered into between THE CITY OF LEESBURG, FLORIDA (the "City"), and United Way of Lake and Sumter Counties, Inc. (Recipient).

WHEREAS, the United States of America adopted H.R. 1319 referred to as the American Rescue Plan Act of 2021 ("ARP"), which provided for funding to state and local governments, including the City, which could in turn issue grants to eligible entities for authorized purposes; and

WHEREAS, Recipient has been awarded a grant by the City utilizing ARP funding, and is entering into this Agreement to affirm its eligibility for the grant and to bind itself to utilize the funding only for purposes permitted by ARP.

NOW THEREFORE, Recipient and the City, in consideration of the extension by the City to Recipient of the grant described more particularly below, agree as follows:

1. The City hereby awards the sum of $10,000.00 to Recipient, from the City's allocation of ARP funds.

2. The grant is awarded either for (check one) replacement of revenue lost by Recipient during the COVID-19 pandemic ("Revenue Replacement").

3. Recipient certifies, for the benefit and reliance of City, that Recipient suffered significant revenue losses during the pandemic, which were directly related to the effects of the pandemic on the economy, which losses equaled or exceeded the amount of the grant being awarded to Recipient.

4. The Recipient shall, at any time within seven (7) years from the date it receives the grant funds, provide records sufficient to demonstrate that Recipient suffered a pandemic-related financial loss equal to or in excess of the amount of the grant. Such records, once produced to the City, will constitute public records under Florida law. Recipient further agrees to utilize the funds in the conduct of its business operations, to replace revenue lost to the pandemic, and not for any other purposes.

5. Recipient covenants to follow strictly all requirements imposed by the ARP, and by any rules or regulations promulgated under the ARP, and to hold the City harmless and indemnify it against any losses due to any failure by Recipient to adhere to the requirements of the ARP, applicable regulations, or this Agreement.

6. If any certification, representation or statement of Recipient in this Agreement turns out to be false, misleading, or incomplete in such a way as to be false or misleading, or if Recipient breaches any term, condition or covenant of this Agreement, or if due to any act or omission of Recipient, City becomes obligated to return all or a portion of this grant to the Federal government, then Recipient shall reimburse the City in full for all grant funds used in violation of ARP or this Agreement, together with any costs and attorneys' fees the City incurs as a result.

7. In any litigation arising under this Agreement, the prevailing party shall be entitled to recover its reasonable court costs and attorneys' fees, whether at trial, on appeal, in any proceedings in bankruptcy or insolvency, and in any efforts to collect or enforce a judgment obtained. Venue for any case or controversy arising under this Agreement shall be in Lake County, Florida. This Agreement shall be governed by the laws of the State of Florida and the United States of America.

8. Any notice required by this Agreement shall be in writing and shall be either delivered in person, sent by Federal Express, UPS or other widely recognized overnight courier service, or mailed by United States Mail, certified with return receipt requested and all postage charges prepaid. Any notice sent by U.S. Mail in accordance with these standards to the proper address as set forth below shall be deemed to be effective on the second business day after the date of postmark; any notice personally delivered shall be effective upon delivery; and any notice sent by overnight courier shall be effective on the next business day after it is placed in the hands of the courier, properly addressed; and any time period shall begin running as of that date, whether or not the notice is actually received. Notices shall be given in the following manner, or in such other manner as may be directed by either party, in writing, from time to time:

9. This Agreement sets forth the entire understanding of the parties with regard to its subject matter. It supersedes and takes precedence over any and all prior negotiations, representations and agreements, oral or written, all of which are deemed to have merged into this Agreement and to have been extinguished except to the extent specifically set forth herein. This Agreement may not be amended orally, by implication, by course of conduct, or in any other manner whatsoever than by way of a written instrument signed by both parties hereto or their lawful successors. This Agreement shall be binding on the parties hereto, as well as on their lawful successors and assigns. Each party represents for the benefit of the other that it has not entered into this Agreement in reliance on, or on the basis of, any promise, negotiation, representation, undertaking or agreement of the other party, oral or written, which is not specifically set forth within this Agreement.

10. Recipient understands and acknowledges that the City is extending grant funding to it in reliance on this Agreement and the representations and undertakings of Recipient in this Agreement, and that such reliance on the part of the City is foreseeable and justifiable. Recipient states affirmatively that all factual representations made in this Agreement or made to the City to induce the City to extend grant funding to Recipient are true and correct.

IN WITNESS WHEREOF, the parties have entered into this Agreement.

THE CITY OF LEESBURG, FLORIDA

____

MIKE PEDERSON, Mayor

ATTEST:__________________________ DATE:: ____________________, 2022
ANDI PURVIS, City Clerk

APPROVED AS TO FORM AND CONTENT:

____
CITY ATTORNEY

RECIPIENT:

United Way of Lake and Sumter Counties, Inc.
Organization Name

BY:____

____
Type or print name and official title

MAILING ADDRESS:

____

____

DATE: _______________________, 2022

City of Leesburg
Lake Front City

Agenda Memorandum

Item No:	5.C.6.
Meeting Date:	July 11, 2022
From:	Brandy McDaniel, (Budget Manager)
Subject:	Resolution of the City Commission of the City of Leesburg, Florida, executing and submitting the Certification of Taxable Value for Fiscal Year 2022-23 to the Lake County Property Appraiser; and providing an effective date.

Staff Recommendation:
Staff recommends authorizing the City Manager to execute and submit the Certification of Taxable Value for Fiscal Year 2022-23 to the Lake County Property Appraiser, establishing a tentative millage rate based upon one of the options listed below.

Analysis:
Truth in Millage (TRIM) guidelines require the City Commission to determine the "tentative millage rate" in July of each year. This is a rate representing the maximum millage rate that may be adopted by the Commission at the end of the budget process. The Commission has the ability to adopt a "final millage rate" lower than the tentative rate, but not higher. The final millage rate will be adopted in September, at the conclusion of the budget process. The current rate adopted millage rate in FY 22 is 4.0192 mills. The proposed FY 23 millage rate is to maintain 4.0192 mills or a 9.86% increase over the roll-back rate of 3.6583 mills.

Procurement Analysis:
N/A

Options:
The City Commission may adopt a tentative rate up to 10.7001 mills by a simple majority vote. It may adopt a rate between 10.7002 and 11.7001 (the maximum), by a 2/3 vote (4 out of 5 commissioners approving). Options 1, 2 and 4 below are all straight from the TRIM guidelines. Option 3 is shown so you will know what happens if you simply add 1 mil to the current rate.

1. Adopt a tentative millage rate of 4.0192 mills; or,
2. Such alternative action as the City Commission deems appropriate.

Millage Rate Options:	Adjusted Taxable Value		Millage Per $1,000		Gross Ad Valorem Proceeds	Budget %	Tentative Budgeted Ad Valorem Proceeds	Prior Year Budgeted Ad Valorem Proceeds	Change	Vo Requ
1. Current & Proposed Rate FY 23:	2,037,002,332	X	4.0192	=	8,187,120	95%	7,777,765	6,525,786	1,251,979	Maj
2. Roll-back Rate	2,037,002,332	X	3.6583	=	7,451,966	95%	7,079,368	6,525,786	553,582	Maj
3. Current +1 Mill:	2,037,002,332	X	5.0192	=	10,224,122	95%	9,712,916	6,525,786	3,187,130	Maj
4. Maximum Millage Rate:	2,037,002,332	X	11.7001	=	23,833,131	95%	22,641,474	6,525,786	16,115,688	2/3 V

Fiscal Impact:

Adoption of the proposed 4.0192 millage rate will result in Ad Valorem proceeds of $7,777,765 at 95% of which the General Fund keeps $6,469,025 due to $1,308,740 going to the CRA's. This is an increase of $1,251,979, or 19% from the previous year's proceeds of $6,525,786, of which the General Fund kept $5,535,488. Any other rate must be multiplied by the Adjusted Taxable Value and then by .95 to determine the Ad Valorem proceeds that may be budgeted.

Submission Date and Time: 7/6/2022 4:33:24 PM

RESOLUTION NO. ____________

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, EXECUTING AND SUBMITTING THE CERTIFICATION OF TAXABLE VALUE FOR FISCAL YEAR 2022-23 TO THE LAKE COUNTY PROPERTY APPRAISER; AND PROVIDING AN EFFECTIVE DATE.

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

THAT the City Manager is hereby authorized to execute the "Certificate of Taxable Value for Fiscal Year 2022-23" with a tentative millage rate of 4.0192 mills and submit the same to the Lake County Property Appraiser, whose address is P.O. Box 1027, Tavares, Florida 32778.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 11th day of July 2022.

____

Mayor

ATTEST:

____

City Clerk

City of Leesburg
Lake Front City

Agenda Memorandum

Item No:	5.C.7.
Meeting Date:	July 11, 2022
From:	Melissa Arriaga, (Director of Human Resources)
Subject:	Resolution of the City Commission of the City of Leesburg, Florida, authorizing the City Commission to increase the Standby Pay and Shift Differential Pay for employees not covered by a Collective Bargaining Agreement; and providing an effective date.

Staff Recommendation:
Staff recommends increasing the Standby Pay from $10 per day to $25 per day and increasing the Shift Differential Pay from $0.10 per hour to $1.00 per hour for employees not covered by a Collective Bargaining Agreement.

Analysis:
Standby Pay is outlined in the City's Personnel Policy 325 (Overtime). It was established to compensate non-exempt employees who are requested to be on-call for after-hours related emergencies. The daily compensation rate has been $10 per day for many years. We would like to increase this daily rate to $25 per day, effective immediately.

Shift Differential is outlined in the City's Personnel Policy 315 (Shift Differential). It was established to compensate employees whose standard work shift has the majority of hours falling between 3:00 p.m. to 8:00 a.m. the following day. The hourly differential rate has been $0.10 for many years. We would like to increase this hourly differential to $1.00 per hour, effective immediately.

Procurement Analysis:
N/A

Options:
1. Approve increasing the Standby Pay and Shift Differential; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:
There is no budgetary impact. The funds of current vacancies will cover the cost of the requested increase to department budgets.

Submission Date and Time: **7/6/2022 4:34:21 PM**

RESOLUTION NO. ____________

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, AUTHORIZING THE CITY COMMISSION TO INCREASE THE STANDBY PAY AND SHIFT DIFFERENTIAL PAY FOR EMPLOYEES NOT COVERED BY A COLLECTIVE BARGAINING AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

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

THAT the City of Leesburg approves increasing the Standby Pay to $25 per day and the Shift Differential Pay to $1.00 per hour.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 11th day of July 2022.

____
Mayor

ATTEST:

____
City Clerk

City of Leesburg
Lake Front City

Agenda Memorandum

Item No: 5.C.8.

Meeting Date: July 11, 2022

From: Al Minner, (City Manager)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, reallocating the American Rescue Plan Act (ARPA) Grant Projects; and providing an effective date.

Staff Recommendation:
The City Manger's Office recommends approval of the attached resolution which reallocates the projects which will be funded with American Rescue Plan Act (ARPA) dollars.

Analysis:
At the Monday, September 29, 2021 Regular Meeting, the Commission approved a list of potential projects to fund using the American Rescue Plan Act (ARPA) funds. During the June 27, 2022 Regular Meeting a proposed reallocation was presented. This resolution adjusts the projects accordingly:

PROJECT	AMOUNT (Approved 9-27-21)	ADJUSTMENT*	NEW AMOUNT
Grant Adminstration	$ 50,000	$ -	$ 50,000
Boys and Girls Club Operation Loss Replacement	$ 400,000	$ -	$ 400,000
West Leesburg Community Redevelopment Corporation	$ 750,000	$ -	$ 750,000
Leesburg Community Development Corporation	$ 750,000	$ -	$ 750,000
City of Leesburg Revenue Replacement	$ 1,000,000	$ 6,305,707	$ 7,305,707
Pine Street	$ 2,400,000	$ -	$ 2,400,000
Turnpike Wastewater Facility Expansion (Or Other Reuse Projects)	$ 6,500,000	$ (6,300,000)	$ 200,000
	$ 11,850,000	**$ 5,707**	**$ 11,855,707**

* Reallocate $6,300,000 and add $5,707 in additional funds the City received

These projects have been reviewed by staff and GSG and are deemed the best projects to be awarded ARPA funding because:

- Previously Identified in a Master Plan
- Currently in Design
- Most Closely Coincide with Grant Spending Parameters
- Target Projects or People most affected by the COVID Pandemic

During the June 27, 2022 Regular Meeting the Capital Improvement Plan Planning Presentation was presented which proposed reallocation of $6,300,000 from the Turnpike WWTF project to the COL Revenue Replacement line. This allows the funds to be used on various upcoming Capital Projects which could include:

- Sleepy Hollow & Susan Street Park Improvements
- Marina Rehabilitation

Procurement Analysis:
N/A

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

Fiscal Impact:
A budget adjustment will be processed in the current FY 22 budget to correct the funding. This change will be included on the FY 22 4th Quarter budget adjustments.

Submission Date and Time: <u>7/6/2022 4:37:50 PM</u>

RESOLUTION NO. ____________

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, REALLOCATING THE AMERICAN RESCUE PLAN ACT (ARPA) GRANT PROJECTS; 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 this Resolution establishing and allocating grant funds from the American Rescue Plan Act Program to be disbursed for the following appropriations:

PROJECT	AMOUNT (Approved 9-27-21)	ADJUSTMENT*	NEW AMOUNT
Grant Adminstration	$ 50,000	$ -	$ 50,000
Boys and Girls Club Operation Loss Replacement	$ 400,000	$ -	$ 400,000
West Leesburg Community Redevelopment Corporation	$ 750,000	$ -	$ 750,000
Leesburg Community Development Corporation	$ 750,000	$ -	$ 750,000
City of Leesburg Revenue Replacement	$ 1,000,000	$ 6,305,707	$ 7,305,707
Pine Street	$ 2,400,000	$ -	$ 2,400,000
Turnpike Wastewater Facility Expansion (Or Other Reuse Projects)	$ 6,500,000	$ (6,300,000)	$ 200,000
	$ 11,850,000	**$ 5,707**	**$ 11,855,707**

* Reallocate $6,300,000 and add $5,707 in additional funds the City received

THAT the City Manager is authorized to use his administrative authority to execute the intent of this Resolution.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 11th day of July 2022.

____
Mayor

ATTEST:

____
City Clerk

City of Leesburg
Lake Front City

Agenda Memorandum

Item No:	5.C.9.
Meeting Date:	July 11, 2022
From:	Robert Hicks, (Police Chief)
Subject:	Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Leesburg Police Department to apply for, and if awarded, accept a Grant from the Wal-Mart Community Grant Program for Youth Outreach Services; and providing an effective date.

Staff Recommendation:
Staff recommends applying and acceptance, if awarded, the Wal-Mart Community Grant Program for Youth Outreach services.

Analysis:
The purpose of this grant is for Youth Outreach services in the amount of $5,000.00.

Procurement Analysis:
N/A

Options:
1. Approve the application and acceptance of the Wal-Mart Community Grant as presented; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:
This grant provides $5,000.00 to recipients with no matching or "in-kind" requirements. If awarded, there is no portion for the City of Leesburg to match. If approved, a budget adjustment will be processed to add the funds to the current budget.

Submission Date and Time:

RESOLUTION NO. ____________

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, AUTHORIZING THE LEESBURG POLICE DEPARTMENT TO APPLY FOR, AND IF AWARDED, ACCEPT A GRANT FROM THE WAL-MART COMMUNITY GRANT PROGRAM FOR YOUTH OUTREACH SERVICES; 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 Wal-Mart, whose address is 702 S.W. 8th Street, Bentonville, AK 72716, for application and acceptance of the Wal-Mart Community Grant.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 11th day of July 2022.

____
Mayor

ATTEST:

____
City Clerk

ORDINANCE NO. ___________

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, AUTHORIZING THE LEESBURG POLICE DEPARTMENT TO APPLY FOR, AND IF AWARDED, ACCEPT A GRANT FROM THE WAL-MART COMMUNITY GRANT PROGRAM FOR YOUTH OUTREACH SERVICES; 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 Wal-Mart, whose address is 702 S.W. 8th Street, Bentonville, AK 72716, for application and acceptance of the Wal-Mart Community Grant.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 11th day of July 2022.

____
Mayor

ATTEST:

____
City Clerk

City of Leesburg
Lake Front City

Agenda Memorandum

Item No:	6.A.1.
Meeting Date:	July 11, 2022
From:	Joseph Mera, (Deputy Fire Chief)
Subject:	An Ordinance of the City of Leesburg, Florida, extending the expiration date set by Ordinance No. 00-29 and later extended to September 30, 2003, then extended again to September 30, 2006, and then extended again to September 30, 2009, then extended again to September 30, 2012, then extended again to September 30, 2015, extended again to September 30, 2018, then extended to September 30, 2020, then extended once more to September 30, 2022 for the participation by the City of Leesburg in the Municipal Service Taxing Unit established by Lake County to fund Ambulance and Emergency Medical Services; and providing an effective date.

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

Analysis:
The current City ordinance including Leesburg in the Lake County Municipal Taxing Unit for Ambulance and Emergency Medical Services expires on September 30, 2022. The term of the ordinance is one (1) year. Due to unforeseeable incurred expenses due to changes in our ambulance service, it is appropriate for the City to extend the participation in the MSTU for one (1) year.

Procurement Analysis:
N/A

Options:
1. Approve the ordinance extending the timeframe for participation in the MSTU; or
2. Such alternative action as the Commission may deem appropriate.

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

Submission Date and Time:

ORDINANCE NO. ___________

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, EXTENDING THE EXPIRATION DATE SET BY ORDINANCE NO. 00-29 AND LATER EXTENDED TO SEPTEMBER 30, 2003, THEN EXTENDED AGAIN TO SEPTEMBER 30, 2006, AND THEN EXTENDED AGAIN TO SEPTEMBER 30, 2009, THEN EXTENDED AGAIN TO SEPTEMBER 30, 2012, THEN EXTENDED AGAIN TO SEPTEMBER 30, 2015, EXTENDED AGAIN TO SEPTEMBER 30, 2018, THEN EXTENDED TO SEPTEMBER 30, 2020, THEN EXTENDED ONCE MORE TO SEPTEMBER 30, 2022 FOR THE PARTICIPATION BY THE CITY OF LEESBURG IN THE MUNICIPAL SERVICE TAXING UNIT ESTABLISHED BY LAKE COUNTY TO FUND AMBULANCE AND EMERGENCY MEDICAL SERVICES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on July 24, 2000, the City Commission of the City of Leesburg, Florida, adopted an Ordinance No. 00 - 29, whereby it consented to inclusion of the City of Leesburg within a municipal service taxing unit ("MSTU") established by Lake County to fund ambulance and emergency medical services; and

WHEREAS, Ordinance No. 00 - 29 established a date of September 30, 2001 as the date on which the ordinance would expire; and

WHEREAS, that date was later extended to September 30, 2003; then to September 30, 2006; then to September 30, 2009; then to September 30, 2013; then once again extended to September 30, 2015; then to September 30, 2018; then once again extended to September 30, 2020; then to September 30, 2021 and

WHEREAS, as September 30, 2022 approaches, the City desires to extend once again the date on which its participation in the MSTU for an additional period of one year, and

WHEREAS, the City is amendable to extending the expiration date for a one (1) year term,

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

SECTION I.
The date on which Ordinance No. 00-29 expires is hereby amended to September 30, 2023.

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

SECTION III.
If any portion of this Ordinance is declared invalid or unenforceable, and to the extent that it is possible to

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

SECTION IV.
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 11th day of July 2022.

____
Mayor

ATTEST:

____
City Clerk

City of Leesburg
Lake Front City

Agenda Memorandum

Item No:	6.A.2.
Meeting Date:	July 11, 2022
From:	Al Minner, (City Manager)
Subject:	An Ordinance of the City of Leesburg, amending Chapter 17, Pensions and Retirement, Article IV, Police Officers' Retirement Fund, of the Code of Ordinances of the City of Leesburg; amending Section 3, Board of Trustees; amending Section 6, Benefit Amounts and Eligibility; amending Section 10, Optional Forms of Benefits; amending Section 17, Minimum Distribution of Benefits; providing for codification; providing for severability of provisions; repealing all ordinances in conflict herewith; and providing an effective date.

Staff Recommendation:
Approve the City Ordinance amending the City of Leesburg Municipal Police Officers' pension Trust Fund amending Chapter 17, Sections 3, 6, 10, and 17.

Analysis:
Please review the attached letter from the Law Firm of Christiansen & Dehner, P.A., dated December 9, 2021. As per the letter, these changes have been approved by the Board and recommended for adoption by the City Commission.

Procurement Analysis:
N/A

Options:
1. Approve the ordinance amending the City of Leesburg Municipal Police Officers' Pension Trust Fund; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:
None

Submission Date and Time:

Law Offices
Christiansen & Dehner, P.A.

Scott R. Christiansen

63 Sarasota Center Blvd. Suite 107
Sarasota, Florida 34240
941-377-2200
Fax 941-377-4848

H. Lee Dehner
(1952-2019)

December 9, 2021

Via E-Mail: Al.Minner@LeesburgFlorida.gov

Mr. Al Minner, City Manager
City of Leesburg
Post Office Box 490630
Leesburg, Florida 34749-0630

Re: City of Leesburg Municipal Police Officers' Pension Trust Fund - Ordinance Amending Pension Plan

Dear Mr. Minner:

As you know, I represent the Board of Trustees of your City of Leesburg Municipal Police Officers' Pension Trust Fund. Enclosed please find an ordinance amending the City of Leesburg Municipal Police Officers' Pension Trust Fund, which has been approved by the Board and is recommended for adoption by the City Commission. This ordinance makes the following changes:

1. Amendments to Section 6, Benefit Amounts and Eligibility, Section 10, Optional Forms of Benefits, and Section 17, Minimum Distribution of Benefits are being made to provide for recent changes to the IRC changing the required distribution age from 70½ to age 72. Similar changes are under current consideration for adoption in the General Employees' Pension Plan.

2. An amendment to Section 3, Board of Trustees, is being made to provide for an increase in the terms of trustee offices from two years to four years. This is allowable under F.S. ch.185.

I would ask that the Board's actuary Foster & Foster, Inc., confirm that the attached original letter provided to the Board continues to be accurate, in that there will be no cost associated with the adoption of this ordinance.

If you or any member of your staff have any questions with regard to this ordinance, please feel free to give me a call. In addition, if you feel it would be appropriate for me to be present at the meeting at which this ordinance is considered by the City Commission, please contact my office to advise me of the date that the ordinance would be considered.

Yours very truly,

Scott R. Christiansen

SRC/dm
enclosure
e-copy: Barbara Cooper, with enclosure
Patrick Donlan, with enclosure

ORDINANCE NO. 22-___

AN ORDINANCE OF THE CITY OF LEESBURG, AMENDING CHAPTER 17, PENSIONS AND RETIREMENT, ARTICLE IV, POLICE OFFICERS' RETIREMENT FUND, OF THE CODE OF ORDINANCES OF THE CITY OF LEESBURG; AMENDING SECTION 3, BOARD OF TRUSTEES; AMENDING SECTION 6, BENEFIT AMOUNTS AND ELIGIBILITY; AMENDING SECTION 10, OPTIONAL FORMS OF BENEFITS; AMENDING SECTION 17, MINIMUM DISTRIBUTION OF BENEFITS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY OF PROVISIONS; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA;

SECTION 1: That Chapter 17, Pensions and Retirement, Article IV, Police Officers' Retirement Fund, of the Code of Ordinances of the City of Leesburg, is hereby amended by amending Section 3, Board of Trustees, subsection 1., to read as follows:

* * * * *

1. The sole and exclusive administration of and responsibility for the proper operation of the System and for making effective the provisions of this ordinance are hereby vested in a Board of Trustees. The Board is hereby designated at the plan administrator. The Board shall consist of five (5) Trustees, two (2) of whom, unless otherwise prohibited by law, shall be legal residents of the City, who shall be appointed by the Leesburg City Commission, and two (2) of whom shall be Members of the System, who shall be elected by a majority of the Police Officers who are Members of the System. The fifth Trustee shall be chosen by a majority of the previous four (4) Trustees as provided for herein, and such person's name shall be submitted to the Leesburg City Commission. Upon receipt of the fifth person's name, the Leesburg City Commission shall, as a ministerial duty, appoint such person to the Board of Trustees as its fifth Trustee. The term of all trustees, beginning with the first term beginning after the effective date of the ordinance adopting the change to this subsection, shall be four years. The fifth Trustee shall have the same rights as each of the other four (4) Trustees appointed or elected as herein provided and shall serve a ~~two (2)~~ four (4) year term unless he sooner vacates the office. Each resident Trustee shall serve as Trustee for a period of ~~two (2)~~ four (4) years, unless he sooner vacates the office or is sooner replaced by the Leesburg City Commission at whose pleasure he shall serve. Each Member Trustee shall serve as Trustee for a period of ~~two (2)~~ four (4) years, unless he sooner leaves the employment of the City as a Police Officer or otherwise vacates his office as Trustee, whereupon a successor shall be chosen in the same manner as the departing Trustee. Each Trustee may succeed himself in office. DROP participants can be elected as Trustees but not vote for elected Trustees. The Board shall establish and administer the nominating and election procedures for each election. The Board shall meet at least quarterly each year. The Board shall be a legal entity with, in addition to other powers and responsibilities contained herein, the power to bring and defend lawsuits of every kind, nature, and description.

* * * * *

SECTION 2: That Chapter 17, Pensions and Retirement, Article IV, Police Officers' Retirement Fund, of the Code of Ordinances of the City of Leesburg, is hereby amended by amending Section 6, Benefit Amounts and Eligibility, subsection 6., Required Distribution Date, to read as follows:

* * * * *

6. Required Distribution Date.

The Member's benefit under this Section must begin to be distributed to the Member no later than ~~April 1 of the calendar year following the later of the calendar year in which the Member attains age seventy and one-half (70½) or the calendar year in which the Member terminates employment with the City~~ the Member's required beginning date, as provided under Section 17.

* * * * *

SECTION 3: That Chapter 17, Pensions and Retirement, Article IV, Police Officers' Retirement Fund, of the Code of Ordinances of the City of Leesburg, is hereby amended by amending Section 10, Optional Forms of Benefits, subsection 5.E., to read as follows:

* * * * *

E. The Member's benefit under this Section must begin to be distributed to the Member no later than ~~April 1 of the calendar year following the later of the calendar year in which the Member attains age seventy and one-half (70½) or the calendar year in which the Member terminates employment with the City~~ the Member's required beginning date, as provided under Section 17.

* * * * *

SECTION 4: That Chapter 17, Pensions and Retirement, Article IV, Police Officers' Retirement Fund, of the Code of Ordinances of the City of Leesburg, is hereby amended by amending Section 17, Minimum Distribution of Benefits, subsections 2.A. and 2.B.(1), to read as follows:

* * * * *

2. A. Required Beginning Date. The Member's entire interest will be distributed, or begin to be distributed, to the Member no later than the Member's required beginning date ~~which shall not be later than April 1 of the calendar year following the later of the calendar year in which the Member attains age seventy and one-half (70 ½) or the calendar year in which the Member terminates employment with the City~~. For a Member who attains age seventy and one-half (70½) prior to January 1, 2020, the Member's required beginning date is April 1 of the calendar year following the later of (i) the calendar year in which the Member attains age seventy and one-half (70 ½) or (ii) the calendar year in which the Member terminates employment with the City. For a Member who attains age seventy and one-half (70 ½) on or after January 1, 2020, the Member's required beginning date is April 1 of the calendar year following the later of (i) the calendar year in which the Member attains age seventy-two (72) or (ii) the calendar year in which the Member terminates employment with the City.

* * * * *

2. B. (1) If the Member's surviving spouse is the Member's sole designated beneficiary, then distributions to the surviving spouse will begin by December 31 of the calendar year immediately following the calendar year in which the Member died, or by a date on or before December 31 of the calendar year in which the Member would have attained age 70 ½, (or age 72 for a Member who would have attained age 70 ½ after December 31, 2019) if later, as the surviving spouse elects.

* * * * *

SECTION 5: Specific authority is hereby granted to codify and incorporate this Ordinance in the existing Code of Ordinances of the City of Leesburg.

SECTION 6: All Ordinances or parts of Ordinances in conflict herewith be and the same are hereby repealed.

SECTION 7: If any section, subsection, sentence, clause, phrase of this ordinance, or the particular application thereof shall be held invalid by any court, administrative agency, or other body with appropriate jurisdiction, the remaining section, subsection, sentences, clauses, or phrases under application shall not be affected thereby.

SECTION 8: That this Ordinance shall be effective upon adoption.

PASSED AND ADOPTED AT A REGULAR MEETING OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, HELD ON THE 11th DAY OF JULY, 2022.

____
Mayor-Commissioner, Mike Pederson

ATTEST:

____
City Clerk

dm/lsb/pol/10-07-21.ord/rev 12-09-21