

**AGENDA
CITY COMMISSION MEETING
VENETIAN CENTER, 1 DOZIER COURT
MONDAY, NOVEMBER 9, 2020 5:30 PM**

1. CALL TO ORDER

INVOCATION

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

2. PROCLAMATIONS

3. PRESENTATIONS

A. Service Award Recognition of Clell Coleman

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 October 26, 2020**
- 2. Regular meeting held October 12, 2020**

B. PURCHASING ITEMS:

- 1. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Construction Services**

Agreement with a Guaranteed Maximum Price (GMP) with Wharton-Smith, Inc. for \$21,571,562.97; and providing an effective date.

- 2. Purchase request approval for the purchase of one (1) new regenerative air street sweeper from Environmental Products, Inc. for an amount of \$212,299.00.**

C. RESOLUTIONS:

- 1. Resolution of the City Commission of the City of Leesburg, Florida, accepting and approving a Warranty Deed from Taylor and Taylor, Inc., to the Community Redevelopment Agency (CRA) for the Carver Heights/Montclair Area for property lying in the City of Leesburg, Lake County, Florida; and providing an effective date.**
- 2. Resolution of the City Commission of the City of Leesburg, Florida authorizing and directing the Mayor and City Clerk to execute a Natural Gas Service Agreement between the City of Leesburg and Leesburg Landing II Community, LLC, for the purpose of setting forth the terms and conditions under which the City of Leesburg will supply Natural Gas service to the Development referred to as Leesburg Landing Phase II; and providing an effective date.**
- 3. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Natural Gas Service Agreement between the City of Leesburg and Leesburg Land Holdings, LLC, for the purpose of providing Natural Gas service to the proposed development referred to as Lake Griffin Preserve; and providing an effective date.**
- 4. Resolution of the City Commission of the City of Leesburg, Florida authorizing the City Commission to appoint a representative and alternate to the Board of Directors of Lake Community Action Agency; and providing an effective date.**

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

- A. Resolution of the City Commission of the City of Leesburg, Florida appointing one member to the Carver Heights / Montclair Area Community Redevelopment Agency (CRA) to serve the remaining four-year term set to expire December 31, 2023; and providing an effective date.**
- B. An Ordinance of the City of Leesburg, Florida, annexing certain real property**

consisting of approximately 158 acres; and being generally located west of U.S. Highway 27, north of Bridges Road, and east of Florida's Turnpike, lying in Sections 01 and 02, Township 21 South, Range 24 East, and Sections 35 and 36, Township 20 South, Range 24 South, 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 such territory had been a part of the City of Leesburg at the time of passage and approval of said laws; providing that such annexed territory shall be placed in City Commission District 3; and providing an effective date. (Whitemarsh II & III AX)

- C. 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 158 +/- acres from Lake County Urban Low Density to city of Leesburg Estate, for a property generally located west of U.S. Highway 27 and north of Bridges Road, and east of Florida's Turnpike as legally described in Sections 01 and 02, Township 21 South, Range 24 East, and Sections 35 and 36 Township 20 South, Range 24 South, Lake County, Florida; and providing an effective date.
- D. An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 158 acres from Lake County A (Agriculture) to City of Leesburg PUD (Planned Unit Development), to allow for single family residential development for a property generally located west of U.S. highway 27, north of Bridges road and east of Florida's Turnpike, as legally described in Sections 01 and 02, Township 21 South, Range 24 East, and Sections 35 and 36, Township 20 South, Range 24 East, Lake County, Florida; and providing and effective date. (Whitemarsh PH II & III) PUD

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 September 2020

8. **CITY ATTORNEY ITEMS:**

9. **CITY MANAGER ITEMS:**

10. **ROLL CALL:**

11. **ADJOURN:**

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

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

DRAFT
MINUTES OF THE CITY COMMISSION MEETING
MONDAY, OCTOBER 26, 2020

The City of Leesburg Commission held a regular meeting Monday, October 26, 2020, at the Venetian Center. Mayor Dennison called the meeting to order at 5:30 p.m. with the following members present:

Commissioner Jay Hurley
Commissioner Mike Pederson
Commissioner Dan Robuck
Mayor Elise Dennison

Commissioner John Christian arrived at 5:33 p.m. Also present were City Manager (CM) Al Minner, City Clerk (CC) J. Andi Purvis, City Attorney (CA) Fred Morrison, the news media, and others.

City Clerk Andi Purvis gave the invocation followed by the Pledge of Allegiance to the Flag of the United States of America.

PROCLAMATIONS: None

PRESENTATIONS:

Award Recognition for Lt. Gary Barrett from the Commission for Florida Law Enforcement Accreditation's Assessor of the Year for 2019.

Robert Hicks, Chief of Police, stated in 2018 the Leesburg Police Department, not only achieved its first ever accreditation, but accomplished it in half the time most agencies take and with overwhelming praise from the Florida Commission of Accreditation. This accomplishment would not have been possible without our accreditation manager, Lt. Gary Barrett. His hard work and dedication to the process was nothing short of spectacular. Shortly after LPD's successful accreditation, Lt. Barrett was asked by the Commission to become a statewide assessor; an honor in itself. His proficiency in the areas of policy research, development, and implementation were recognized as second to none. As an assessor he brings technical skills to the table, at each agency he visits; where others might overlook concerns or fail to observe an issue because it is buried in the department's protocols, in such a manner that is difficult to spot, Lt. Barrett will see it, mark it, and provide guidance for correction. There are currently over 250 law enforcement agencies in the state that are accredited by the commission. Out of 150 accreditation assessors, statewide, Lt. Barrett was selected as the 2019 Assessor of the Year by the Florida Commission. Lt. Barrett, you have bought great credit upon yourself, the Leesburg Police Department, and the City of Leesburg; Congratulations.

PUBLIC COMMENTS:

Tracy Samples, Downtown Leesburg Business Association President, thanked the City's Public Works Department for all the flowers, lakes, and cuttings on the side streets that have been missed lately. Leesburg Police Department is always responsive and helpful to any issues that the Downtown may have; we are grateful to them. Also, again, thank you

to the Commission for your support to the Downtown Leesburg Business Association and with the Civic Funding. Lastly, October 31st from 9 to 12 is the Boo Bash, put on by the Leesburg Partnership.

Alan Reisman, Shady Terrace resident, asked if there are any updates on the façade grants. **CM Minner** stated dollars are budgeted but we have not moved on it since COVID.

Marlena Sokol, a Great Egret Drive resident, stated that she understands that the White Marsh agenda item got pushed back to the November 9th meeting instead of today's meeting; however, I won't be able to attend that meeting and I'd like to get my comments in today. So, um, as I'm sure you're aware the developer sent letters to um some of the residents in that White Marsh community that lived on areas that are most proximal to the proposed uh development, and this information was disseminated in, in not very efficient manner and that information didn't necessarily reach all of the effected residence in that community and so for various reasons, some of which I'll leave to the residence to air at the November 9th meeting, which include construction and environmental things, um, set to unfold for the coming years if this development were approved. I guess I'm here today to speak against this proposed developed and while it's not, hasn't yet been approved, um, to myself and the other residence in the community this is something that we would like to see not happen. Um, and so I had tried to go through uh the online form that I saw, that I could use to contact those of you here today, I either didn't receive a response or I received a notification that the agenda was published on the City's website and so I guess if someone could please address those concerns at a future meeting it would be greatly appreciated. Thank you.

City Attorney (CA) Fred Morrison stated before the meeting proceeds he must point out that the White Marsh Case is a Quasi Judicial proceeding, so it is a violation of the applicant's due process to accept comments at this meeting. He strongly recommended that when these minutes are transcribed, that the applicant be provided with a verbatim set of these comments, so that they will be able to address them at the meeting and will know in advance that this happened tonight.

Mr. Yocum stated he is a local Lake County fiscal watchdog and focuses on being a tax payer advocate for people in Lake County. He has been to all fourteen cities more than once and is starting to visit them at least once a quarter. He stated this is a great building. He gave kudos on the city using the rollback rate for their millage rate and also gave kudos for the city recording the commission meetings. He spoke on the PACE program, his dislike for the program, and the fact that it puts more burden on the Lake County Tax Collector and payers. He went on to discuss the agenda items and stated that for the Civic Funding the city is giving \$135,000; he stated that, that is a lot of money to give outside organizations and asked if the tax payers get to vote on it. He spoke on details of item C6 stating that there is a loss of \$36,000. He stated he thinks these types of monetary issues should be disclosed in the top menu of the agenda. There are some cities in the County that put the fiscal impact in the main agenda, so that it is not buried levels down.

Clell Coleman, Lakeshore Drive resident, stated at his last Planning and Zoning meeting he voted to deny the application for the new subdivision they proposed. In the past they have either given the opportunity to come before the commission or to go and try to

resolve the issues with their subdivision. The reason for that is if their request is denied they must start over and there are fees associated with that. We have been successful in the past with being able to bring, before the commission, good sound subdivisions. He went on to state his dislike for the new Venetian Gardens. He stated that the kids love Rogers Park and the Splash Park and the Ski Beach area is fantastic. Next, he expressed his dislike with not being reappointed to the Planning and Zoning Commission. He stated the balance on the that board should be experience and age.

CONSENT AGENDA:

Items pulled for discussion:

5.B.2 - Amendment 2 to an existing Task Order 6 with GAI Consultants for bidding and construction phase services on the US Customs and Border Protection Facility Renovation;

5.C.2 - Reinstatement and extension of Memorandum of Understanding, between the City of Leesburg and the Civil Air Patrol;

5.C.3 - Civic Organization Funding Agreements for Fiscal Year 2020-21; and

5.C.6 - Amendment to the Lease between the City of Leesburg ("Landlord"), and RT Orlando Franchise, LP ("Tenant"), related to the location at 9616 US Highway 441.

Commissioner Hurley moved to adopt the Consent Agenda except for 5.B.2, 5.C.2, 5.C.3, and 5.C.6 and Commissioner Christian seconded the motion.

The roll call vote was:

Commissioner Pederson	Yes
Commissioner Robuck	Yes
Commissioner Hurley	Yes
Commissioner Christian	Yes
Mayor Dennison	Yes

Five yeas, no nays, the Commission adopted the Consent Agenda, as follows:

CITY COMMISSION MEETING MINUTES:

Regular meeting held September 28, 2020

RESOLUTION 10,739

Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Fixed Unit Price Agreement with Danus Utilities, Inc. to provide lift station repair and rehabilitation services on an as needed basis.

RESOLUTION 10,740

Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Fixed Unit Price Agreement with Utility Technicians, Inc. to provide lift station repair and rehabilitation services on an as needed basis.

RESOLUTION 10,741

Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute an Amended Fourth Amendment to Site Agreement for Water Tower Lease with T-Mobile South, LLC; and providing an effective date

RESOLUTION 10,742

Resolution of the City Commission of the City of Leesburg, Florida accepting a Utility Easement to the City of Leesburg from Dominick J. Durante, Jr., and Patricia A. Durante, his wife, for the purpose of granting the City an Easement over the property described therein; and providing an effective date.

RESOLUTION 10,743

Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute Amendment 1 to Public Transportation Grant Agreement, (PTGA) (Financial Project No. 446990-1-94-01) with The Florida Department of Transportation, to amend the project description, to add additional equipment to the project scope at the Leesburg International Airport.

TABLED RESOLUTION 10,744 TO EXECUTE AN AMENDMENT 2 TO AN EXISTING TASK ORDER 6 WITH GAI CONSULTANTS FOR BIDDING AND CONSTRUCTION PHASE SERVICES ON THE US CUSTOMS AND BORDER PROTECTION FACILITY RENOVATION

Commissioner Robuck introduced the resolution to be read by title only. CC Purvis read the resolution by title only, as follows:

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AMENDMENT 2 TO AN EXISTING TASK ORDER 6 WITH GAI CONSULTANTS FOR BIDDING AND CONSTRUCTION PHASE SERVICES ON THE US CUSTOMS AND BORDER PROTECTION FACILITY RENOVATION FOR AN AMOUNT OF \$55,610.00; AND PROVIDING AN EFFECTIVE DATE.

Commissioner Robuck moved to adopt the resolution and Commissioner Christian seconded the motion.

Mayor Dennison requested comments from the Commission and the audience.

Commissioner Robuck stated he thinks it is nonsense that we have a construction manager on a remodel, but understands that it is FAA regulations, requiring us to do so. However, he believes GAI is taking advantage of the fact that we have to have one. They are up to \$90,000 for basically design and management on a \$200,000 remodel. That to him is excessive and he would like to see us kick it back and say ‘we would like to see you do better and we will be remembering how you treated us on this when the big FAA projects come up.’

Commissioner Hurley agrees.

CM Minner stated he thinks that direction is good. From a staff prospective, the commission understands that we beat these guys up as much as we can. He'll be frank, on certain aviation proponents that you work with consultants and we go through them sometimes, there is a little bit of a gig in there, because they know there is significant grant funding that is associated with the FAA and we discuss these issues. We have slowed down projects in the past and he thinks Commissioner Robuck is totally spot on, but when it takes for some heavy lifting, those types of words do need to come from this body. So, it helps us go back to the consultants and say 'told you.' It is a \$250,000 project, most consulting fees run around 10%, aviation consulting fees get big.

Alan Reisman asked if we only have one consultant for the airport. **Airport Manager (AM) Tracey Dean** stated we are currently under contract with just one. **Alan Reisman** thought we were only under bid with Avcon, he did not know that their contract had expired, but if we had two consultants this should have gone out to bid. GAI is relatively new to the airport and Avcon was doing much of the work. **CM Minner** stated he would not disagree. **Alan Reisman** asked what happened with Avcon. **CM Minner** stated no issues there, but we have run into the same issues with Avcon.

Purchasing Manager (PM) Mike Thornton stated our contract with Avcon has lapsed and we went with GAI. The city had a continuing services contract with GAI Consultants, so when this project came up for the Customs and Border Protection Project we asked GAI to do the design.

Commissioner Christian asked if GAI has already done the work or if this is just a proposal. **PM Thornton** stated GAI has already completed the design, right now the project is out to bid, so they are providing bidding services, answering questions from contractors, etc. Once the bids come in and it is awarded they will serve as the project manager to inspect the work. This is 80% FDOT funded and 20% City.

Commissioner Pederson asked if we can bid these out in the future. **PM Thornton** stated that Florida Statute, F.S. 287.055, is very specific on how we acquire professional services; we cannot bid professional services. They are acquired through a request for qualifications process.

CM Minner stated that Tracey's answer that this is 80% grant funded is why we pay so much on these airport grants. Airport consultants take advantage because it is a grant and because it is coming from FAA and FDOT money, that comes from sales specific for aviation.

Commissioner Pederson stated that it is illogical that we are not bidding this out.

CM Minner stated it is crazy and illogical that you are paying upwards of \$90,000 for engineering and construction service agreements for a \$250,000 project, because the FAA has a large checklist that we have to follow. So, he thinks your reaction was correct and we will come back to you with what the response is.

Commissioner Christian agrees with Commissioner Robuck, but we must remember that most consultants do not want to do this because of the regulations; they do not want to get involved, it is a lot of work and only so many people can do it. He thanked staff for

knowing the statutes and keeping us legal, but he does not want to go back and argue with consultants; but we can talk to them. Whomever comes in will do the same thing, but our staff needs to make sure we are getting the best and being treated fairly on small projects, because when the bigger projects come, we want to make sure we are not saying let's get another consultant.

AM Dean stated that Customs is currently reopened and the project is out to bid for construction.

Commissioner Robuck withdrew his original motion and moved to table and Commissioner Hurley seconded the motion.

The roll call vote was:

Commissioner Robuck	Yes
Commissioner Hurley	Yes
Commissioner Christian	Yes
Commissioner Pederson	Yes
Mayor Dennison	Yes

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

ADOPTED RESOLUTION 10,745 TO EXECUTE A REINSTATEMENT AND EXTENSION OF MEMORANDUM OF UNDERSTANDING, BETWEEN THE CITY OF LEESBURG AND THE CIVIL AIR PATROL

Commissioner Hurley introduced the resolution to be read by title only. CC Purvis read the resolution by title only, as follows:

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A REINSTATEMENT AND EXTENSION OF MEMORANDUM OF UNDERSTANDING, BETWEEN THE CITY OF LEESBURG AND THE CIVIL AIR PATROL; AND PROVIDING AN EFFECTIVE DATE.

Commissioner Christian moved to adopt the resolution and Commissioner Hurley seconded the motion.

Mayor Dennison requested comments from the Commission and the audience.

Commissioner Hurley stated that the Civil Air Patrol is an amazing organization, his son is a Tech Sargent and has been there a few years now. He is glad we have it in Leesburg. However, because his son Blake is on there he did not know if he needs to abstain or not.

CA Morrison stated that if there is no financial gain, he does not need to abstain.

The roll call vote was:

Commissioner Hurley	Yes
Commissioner Christian	Yes

Commissioner Pederson	Yes
Commissioner Robuck	Yes
Mayor Dennison	Yes

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

ADOPTED RESOLUTION 10,746 TO EXECUTE CIVIC ORGANIZATION FUNDING AGREEMENTS FOR FISCAL YEAR 2020-21

Commissioner Hurley introduced the resolution to be read by title only. CC Purvis read the resolution by title only, as follows:

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE CIVIC ORGANIZATION FUNDING AGREEMENTS FOR FISCAL YEAR 2020-21 WITH BAND PARENTS ASSOCIATION OF LEESBURG HIGH SCHOOL, INC., BOYS AND GIRLS CLUBS OF CENTRAL FLORIDA, INC., COMMUNITY DEVELOPMENT CORPORATION OF LEESBURG, INC., DOWNTOWN LEESBURG BUSINESS ASSOCIATION, INC., LEESBURG AREA CHAMBER OF COMMERCE, INC., LEESBURG ARTS FESTIVAL DBA LEESBURG CENTER FOR THE ARTS, LEESBURG PARTNERSHIP, INC., MELON PATCH PLAYERS, INC. AND WEST LEESBURG COMMUNITY DEVELOPMENT CORPORATION, INC.; AND PROVIDING AN EFFECTIVE DATE.

Commissioner Robuck moved to adopt the resolution and Commissioner Pederson seconded the motion.

Mayor Dennison requested comments from the Commission and the audience.

Commissioner Christian must abstain from the vote.

Commissioner Robuck stated that we have had much discussion on this, so if anyone is curious please feel free to go back and look at the prior meetings.

The roll call vote was:

Commissioner Pederson	Yes
Commissioner Robuck	Yes
Commissioner Hurley	Yes
Commissioner Christian	Abstain
Mayor Dennison	Yes

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

ADOPTED RESOLUTION 10,747 TO EXECUTE AN AMENDMENT TO THE LEASE BETWEEN THE CITY OF LEESBURG ("LANDLORD"), AND RT ORLANDO FRANCHISE, LP ("TENANT"), RELATED TO THE LOCATION AT 9616 US HIGHWAY 441

MINUTES OF THE CITY COMMISSION MEETING MONDAY, OCTOBER 26, 2020

Commissioner Robuck introduced the resolution to be read by title only. CC Purvis read the resolution by title only, as follows:

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AMENDMENT TO THE LEASE BETWEEN THE CITY OF LEESBURG ("LANDLORD"), AND RT ORLANDO FRANCHISE, LP ("TENANT"), RELATED TO THE LOCATION AT 9616 US HIGHWAY 441, LEESBURG, FLORIDA 34788; AND PROVIDING AN EFFECTIVE DATE.

Commissioner Robuck moved to adopt the resolution and Commissioner Christian seconded the motion.

Mayor Dennison requested comments from the Commission and the audience.

Commissioner Robuck stated he thinks they are probably taking advantage of us a little bit over COVID, given that they are wanting us to reduce rent for five years; he does not think this is a five-year event. He also does not want it go to dark. He is not necessarily opposed to the whole deal, but wants to know from the City Attorney, because they came at us with the 'if you do not take this deal we are going to file for bankruptcy' threat, if we take this deal and they still file for bankruptcy, does this put us in a worse spot that we would have been if we did not take this deal.

CA Morrison stated we have already given them a pre-bankruptcy deal a few months ago and they have already filed bankruptcy; this is the paradigm of these bankruptcies, right now. He has seen several who have done the same thing, they come up with their version of what they want the leases to look like, then they send it to all the landlords with an implicit threat. They had a conference call and they sent the audio to the different cities and Tracey shared it with me. It was pretty clear that if you change anything in the agreement, they are going to put you on the close down list, because they want this deal. If you do not give it to them, that one goes dark and they go on to something else.

Mayor Dennison stated that they have been in bankruptcy on and off for the last ten years, so do we want to risk giving them an even better deal and they just close up anyway.

Commissioner Hurley stated he understood this one was a franchise. **CA Morrison** replied he does not know, the name of the entity is RT Orlando Franchise, but they are treating it as if it were a company restaurant. All of them are wrapped up in the bankruptcy, one way or the other.

Commissioner Hurley agrees with Commissioner Robuck. He ate lunch there today, just to see, and at 12:30 there were six in the whole place. There were more people working than anything. He stated he has no issue with extending the no rent through March/April or whatever it is, but he is concerned that when things finally do level back off, five-years is a long time to say 'hey just give me basically cheap rent.' He stated he would support reducing it down from \$5,300 a month to \$5,000 a month, but at the end of the day, he also does not want to see it go dark. The last thing we need is a boarded-up building.

CA Morrison stated they were pretty clear in the call, that if you change anything in this contract, they will not take it.

CM Minner stated staff zoomed this through the process of being put on the agenda at their request, because they are about ready to make the close list, at the middle of this week. He encouraged the commission to take the deal with these points. The airport is financially solvent, they are sitting on a couple million in cash and will be coming up with a new lease with Shel-Air soon, which will put more cash in your pocket. We are looking at about a \$65,000 split between fiscal year '20 and '21 moving forward and Tracey's number was about \$14,000 through fiscal year '26; so about \$20,000 a year. So, you are paying \$20,000 a year to keep something open, that may close anyway, but we have spent up to a million dollars on keeping the mall open, we have invested hundreds of thousands of dollars in medians, and did the deal with Jenkins to help improve that corridor. That is an important corridor, so even though we do not like the deal, he thinks the best thing we can do is take the deal and cross our fingers. You heard from Tracey and the City Attorney. He thinks you can rest assured that this will definitely close. It is not good, but it is affordable and he does think it will be hard to fill that hole.

Commissioner Christian stated he is in support of moving forward.

Mayor Dennison asked if the commission is prepared to start a trend with the other businesses after this.

Commissioner Pederson asked what is the reduced rent. **CM Minner** stated they will go from \$5,300 to zero until March, then they will pick up at \$4,000.

The roll call vote was:

Commissioner Christian	Yes
Commissioner Pederson	Yes
Commissioner Robuck	Yes
Commissioner Hurley	Yes
Mayor Dennison	Yes

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

ADOPTED RESOLUTION 10,748 AUTHORIZING THE RATIFICATION OF THE COLLECTIVE BARGAINING AGREEMENT WITH THE PROFESSIONAL FIREFIGHTERS OF LEESBURG LOCAL 2957, IAFF, AFL-CFO-CLC; AND PROVIDING AN EFFECTIVE DATE

Commissioner Hurley introduced the resolution to be read by title only. CC Purvis read the resolution by title only, as follows:

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA AUTHORIZING RATIFICATION OF THE COLLECTIVE BARGAINING AGREEMENT WITH THE PROFESSIONAL FIREFIGHTERS OF LEESBURG LOCAL 2957, IAFF, AFL-CFO-CLC; AND PROVIDING AN EFFECTIVE DATE.

Commissioner Christian moved to adopt the resolution and Commissioner Pederson seconded the motion.

Mayor Dennison requested comments from the Commission and the audience.

Commissioner Robuck stated that the headline number is 3%, but the paramedics are actually getting 5-6% and a 1/3 of them are getting a significantly bigger bump. He went on to ask Chief Johnson about the shift time and how they can request to move things around; he wants to make sure he is okay with all of that.

Fire Chief (FC) David Johnson stated that he is okay with it; it is an industry standard.

Commissioner Robuck stated that he is okay with is, overall, he is going to vote against it because he does not believe in the defined benefit pension.

The roll call vote was:

Commissioner Hurley	Yes
Commissioner Christian	Yes
Commissioner Pederson	Yes
Commissioner Robuck	No
Mayor Dennison	Yes

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

INFORMATIONAL REPORTS: None

CITY ATTORNEY ITEMS: None

CITY MANAGER ITEMS:

COVID Update

CM Minner stated he had a lengthy conversation with County Manager Jeff Cole and the County looks like they will be getting some short-term financing to issue the city a check for the \$1.2 million approximately; CARES Act money. We are hopeful to get that check sometime before November 6th. Having said that, we have been working with IT for the past couple weeks to put together our CARES application, and staff is targeting to get those up on the website by the 28th. We will target November 13th to be the close date of the initial application period. He asked for an authorization to create a \$1.2 million fund to start cutting checks. He thinks it is best to transfer those funds and then get reimbursed.

Commissioner Pederson stated he thought the County had the money. **CM Minner** responded not yet; they are doing a short term note for the balance of the \$48 million and they are closing on that eminently.

Category One is the mall grant - \$500,000;

Category Two is \$250,000 earmarked to property owners in the downtown;

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Category Four is the \$50,000 for the Partnership, the Chamber, and the CDC.

Category Three is the confusing one. The Commission allocated \$400,000 of the \$1.2 million to be issued to qualifying businesses who are established in Leesburg, who are paid up in good standing, and who have a 2020 business tax receipt in the City of Leesburg. With those, a business of five or more employees is for \$10,000 and if a business has less than five employees, they are eligible for \$5,000.

Commissioner Robuck made a motion to transfer \$1.2 million dollars from the City to a fund account, in the likelihood that the County will not be able to provide us that money immediately. If they can, this account will be put back into City funds and none of it will be touched. Commissioner Pederson seconded the motion.

The roll call vote was:

Commissioner Robuck	Yes
Commissioner Hurley	Yes
Commissioner Christian	Abstain
Commissioner Pederson	Yes
Mayor Dennison	Yes

Four yeas, one abstain, no nays, the Commission approved the motion.

Sleepy Hollow Update:

CM Minner stated on Friday of last week, he, Travis Rima and Alison Strange met via conference with the TDC. The TDC recommended an adjustable level of TDC funds to go to Leesburg to help with the ballfield improvements: \$265,000 - \$295,000, and that will be before the County tomorrow to approve. As far as the Big 10, the coaches have voted, the athletic directors have voted and they voted in favor of Leesburg. The next stop is the medical people from each school and we are hoping to have their vote in shortly, then hoping to move into an event contract phase. His hope is by the first meeting in November we will have a Big Ten contract for the Commission to approve.

Lastly, Fred started the condemnation process on 711 and 712 Magnolia and shortly after filing the papers, the owner of that property contacted him and they had a couple meetings. They posed some options, the first was that they agreed to our original deal, which was to buy the property for \$250,000; number two, they said we will give the city those properties plus 114 North Chester, which is currently being leased and 4 Lucerne, for \$275,000 total.

He recommended option number two and have them take away our legal fees.

Commissioner Pederson made a motion for option two at \$275,000 less the City Attorney's legal fees.

CM Minner stated a motion is not needed; he just needed the Commission's direction.

ROLL CALL:

Commissioner Christian stated that this weekend we had a statewide event; Souls to the Poles, and he commended the Library staff for a job well done.

Commissioner Robuck stated we all received an email about the Library hours and asked the City Manager for an update. **CM Minner** stated he will get with Lucy and follow up with an email. **Commissioner Robuck** went on to encourage everyone to get out and vote.

Commissioner Hurley asked CM Minner for an update on getting the grass mowed. **CM Minner** asked to follow up on that after the meeting. **CA Morrison** stated we have two options; one is the old version of the mowing ordinance that says you can mow it and place a lien on it and the second is highly procedural and includes notice and hearings and ultimately results in a special assessment on their tax bill every year for whatever it cost to maintain it. There is a nuisance ordinance but it is geared toward other things besides overgrowth.

Commissioner Pederson recognized and thanked Maria and the Center for the Arts for the Beast Feast this weekend.

Mayor Dennison reminded everyone to vote. We also heard on the news and from Chief Hicks that the Ocala Police Chief was killed yesterday, and she would like to send out best wishes to the family of this individual. She also recognized the Beast Feast and the Art Festival.

ADJOURN:

The meeting adjourned at 6:46 p.m.

Elise A. Dennison, Mayor

ATTEST:

J. Andi Purvis
City Clerk

DRAFT
MINUTES OF THE CITY COMMISSION MEETING
MONDAY, OCTOBER 12, 2020

The City of Leesburg Commission held a regular meeting Monday, October 12, 2020, at the Venetian Center. Mayor Dennison called the meeting to order at 5:30 p.m. with the following members present:

Commissioner John Christian
Commissioner Jay Hurley
Commissioner Mike Pederson
Commissioner Dan Robuck
Mayor Elise Dennison

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

Commissioner Hurley gave the invocation followed by the Pledge of Allegiance to the Flag of the United States of America.

PROCLAMATIONS: None

PRESENTATIONS:

NCAA Division 1 Girls Softball Tournament at Sleepy Hollow – Alison Strange

The Spring Games is the world's largest softball event, and if in 2020, had they been able to complete their series in Lake County, they would have hosted 474 unique colleges for a total of 508 teams, with 2,300 games over 42 days, over 42 fields, at 10 complexes across Central Florida; and over 1,800 of those would have been played here in Lake County. The games have been held at Sleepy Hollow since 2016.

The Big 10 is about to announce that its teams have to go to forty conference games, for the 2021 season. The Big 10 leads the NCAA, Division 1, especially the power five teams. She suggested Sleepy Hollow as a venue. On Thursday, the coaches voted to host two division one weekends in Leesburg, if you will have us. The Spring Games are also willing to move their division one weekends, from Madeira Beach to Leesburg, to give Leesburg three weekends.

The Spring Games is proposing upgrades to Sleepy Hollow; small changes that come with a small price tag. They went to the Lake County Tourism and Development last Monday and asked the county to match the money Leesburg has already spent at Sleepy Hollow, over the last 120-days, as if Leesburg had submitted a Capital Fund Application, to tap into the capital funds account, for tourism and development. It was positively received, but the TDC does not have the power to grant that request. There is a normal process, but we do not have time to follow it and submit that application before the money was spent. The Board of County Commissioners have put this item on their agenda for October 27 to be considered, as an outside the normal process type of project. The TDC has called a special meeting this Friday, to consider Leesburg's application. She is here tonight to get your support to upgrade Sleepy Hollow to a power-five division

one standard and that we have your blessing to continue to seek these types of activities and events in the City of Leesburg.

CM Minner stated that they are looking for approval from the Commission to move forward and spend about \$300,000; the improvements are relatively minor. The improvements would need to include: upgrading the in-field to a more clay/sand base, a more permanent in-field fence that marks the outfield; our fields are about 300 feet deep and the NCAA plays at 225, batting cages, and backstops, etc. The opportunity is huge to bring that level of competition to the fields and the area. The NCAA has three levels: level one – housing the players: you must stay in Lake County/Leesburg (1,500 beds), level two – you could get small groups or big fans, etc.

Commissioner Pederson stated he fully supports this. He has been out to Sleepy Hollow recently and the City needs to figure out a way to pave the road leading to it; it is a beautiful complex, but there are pot holes leading to it.

Commissioner Hurly stated he fully supports the idea; it is a great opportunity.

Commissioner Christian stated this is a very exciting opportunity, but questioned the timeframe. He would like to have definite approval from the Big 10 before spending the money. He also asked that once the fields are improved, would we be able to go back to our youth programming or will it be strictly college level sports?

Recreation Director (RD) Travis Rima answered that one of the exciting things is that they will use it three-weeks out of the year and we will have it for thirty-nine weeks. He also stated that the 300-foot fence will remain in place and they will utilize a nice temporary 225-foot fence when needed.

Commissioner Robuck said this has his full support.

Mayor Dennison stated she is in support of this as well. She asked when the first games will be played and the timeline needed for getting everything done.

Alison Strange stated that the athletic directors should be announcing their decision within the month, followed by the Big 10, so there should be a final decision by early November. The contractors she has been in contact with have ear marked January, to break ground, and they expect it to be two to three weeks' worth of work. The teams are debating on the weekends they would be looking at, the opening weekend for Division 1 2021 is Valentine's Day weekend. We are guaranteeing that weekend with an event that we already have, which is in Madeira Beach and then the Big 10 would either be coming two weeks later, the following week or into the first few weeks in March.

The commission was unanimous with its support.

Mayor Dennison announced that the following item has been pulled from this evening's meeting:

ORDINANCE AMENDING THE CITY OF LEESBURG COMPREHENSIVE PLAN FUTURE LAND USE ELEMENT TO ESTABLISH THE NAVAL

**UNDERSEA WARFARE CENTER OKAHUMPKA "MISSION IMPACT ZONE"
FUTURE LAND USE AREA OVERLAY AREA. (BUGG SPRING COMP PLAN)**

This item will be heard for second reading in December 2020.

PUBLIC COMMENTS:

Tracey Samples, Downtown Business Association President, thanked the Commission for their consideration in including their organization in the Civic Funding. The Association had to cancel two of their annual fundraisers; the Chili Cookoff and the BBQ and Blues, due to COVID-19. Also, as a result, they must cancel one of their build boards. The City's consideration would help fund that build board and other advertisements.

CONSENT AGENDA:

Items pulled for discussion:

5.B.2 - Construction Services Agreement with SanPik, Inc. for the renovation and expansion of Lift Station No. 35 located at US Highway 441 and Wilco Drive (Airport Entrance);

5.C.4 - Utility Construction Reimbursement (Pioneering) Agreement with Hanover Land Company, LLC for construction of a Potable Water Main along County Road 48;

5.C.5 - Utility Construction Reimbursement (Pioneering) Agreement with Hanover Land Company, LLC for construction of a Wastewater Force Main along County Road 48.

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

The roll call vote was:

Commissioner Pederson	Yes
Commissioner Robuck	Yes
Commissioner Hurley	Yes
Commissioner Christian	Yes
Mayor Dennison	Yes

Five yeas, no nays, the Commission adopted the Consent Agenda, as follows:

CITY COMMISSION MEETING MINUTES:

Special meeting held September 17, 2020 (Public Hearing on Proposed Millage/Budget)

RESOLUTION 10,731

Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute an Amendment to an existing Professional Services Agreement with NFP Retirement, Inc. (fka Fiduciary First) for financial advisor services extending the term of the Agreement; and providing an effective date.

RESOLUTION 10,732

Resolution of the City Commission of the City of Leesburg, Florida authorizing and directing the Mayor and City Clerk to execute a Natural Gas Service Agreement between the City of Leesburg and Lennar Homes, LLC, for the development on Radio Road referred to as Liberty Preserve, for the purpose of providing Natural Gas service to the development and prescribing conditions to be fulfilled by the developer; and providing an effective date.

RESOLUTION 10,733

Resolution of the City Commission of the City of Leesburg, Florida authorizing and directing the Mayor and City Clerk to Execute a Natural Gas Service Agreement between the City of Leesburg and Maronda Homes, LLC of Florida for the purpose of setting forth the terms and conditions under which the City of Leesburg will supply Natural Gas service to the development referred to as Bradford Ridge; and providing an effective date.

RESOLUTION 10,734

Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Cost-Share Agreement with the St. Johns River Water Management District for the Turnpike Wastewater Facility Water Quality Improvements Project; and providing an effective date.

RESOLUTION 10,735

Resolution of the City Commission of the City of Leesburg, Florida approving a special transfer in Fiscal Year 20-21 from the Solid Waste Fund to the Capital Projects Fund in the amount of \$400,000 for various Capital Projects; and providing an effective date.

ADOPTED RESOLUTION 10,736 TO EXECUTE A CONSTRUCTION SERVICES AGREEMENT WITH SANPIK, INC. FOR THE RENOVATION AND EXPANSION OF LIFT STATION NO. 35 LOCATED AT US HIGHWAY 441 AND WILCO DRIVE (AIRPORT ENTRANCE)

Commissioner Hurley introduced the ordinance to be read by title only. City Clerk Purvis read the ordinance by title only, as follows:

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A CONSTRUCTION SERVICES AGREEMENT WITH SANPIK, INC. FOR THE RENOVATION AND EXPANSION OF LIFT STATION NO. 35 LOCATED AT US HIGHWAY 441 AND WILCO DRIVE (AIRPORT ENTRANCE) FOR AN AMOUNT OF \$699,000.00; AND PROVIDING AN EFFECTIVE DATE.

Commissioner Robuck moved to adopt the ordinance and Commissioner Pederson seconded the motion.

Mayor Dennison requested comments from the Commission and audience.

Mayor Dennison stated that the amount of money being requested seems rather high, since we just did work on this lift station. She also stated that the agreement says they

will do landscaping around it, and she questioned what happened to the money that has already been spent on the landscaping.

CM Minner stated there are two different issues; he does not recall spending a substantial amount on this lift station, just pumps and other minor things. This project is a major expansion of the lift station. The problem we have with this lift station, is it stinks. It is probably our number one complaint lift station in that business corridor; we receive complaints from the airport people, the mall, etc. The best way to fix the odor issue is the lift station is just not big enough and we have a lot of growth going on in that area, so that is the reason for the upsizing. This is separate and apart from the 441 landscaping. We are eventually trying to get Wilco as the primary entry way to the airport, so the best way is to get this lift station out of the way.

Mayor Dennison asked how much property will it take to build up the lift station to the proposed size.

Public Works Director (PWD) Cliff Kelsey stated it will take up the same amount of space, that is there now. Essentially what we are doing is doubling the capacity of the lift station. Right now, it currently runs almost 24/7 which gives us very little time to react if something goes wrong. By doubling the capacity, it will give us more time for that and it will ease out the system a lot more from what we have been currently handling.

Mayor Dennison asked will it be big enough to handle all the growth in that area.

PWD Kelsey stated that it would and an odor control system will also be added. The intent is to also eliminate the odor problem.

The roll call vote was:

Commissioner Robuck	Yes
Commissioner Hurley	Yes
Commissioner Christian	Yes
Commissioner Pederson	Yes
Mayor Dennison	Yes

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

ADOPTED RESOLUTION 10,737 TO EXECUTE A UTILITY CONSTRUCTION REIMBURSEMENT (PIONEERING) AGREEMENT WITH HANOVER LAND COMPANY, LLC FOR CONSTRUCTION OF A POTABLE WATER MAIN ALONG COUNTY ROAD 48

Commissioner Robuck introduced the ordinance to be read by title only. City Clerk Purvis read the ordinance by title only, as follows:

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
LEESBURG, FLORIDA AUTHORIZING THE MAYOR AND CITY
CLERK TO EXECUTE A UTILITY CONSTRUCTION
REIMBURSEMENT (PIONEERING) AGREEMENT WITH HANOVER
LAND COMPANY, LLC FOR CONSTRUCTION OF A POTABLE

WATER MAIN ALONG COUNTY ROAD 48; AND PROVIDING AN
EFFECTIVE DATE.

Commissioner Robuck moved to adopt the ordinance and Commissioner Christian seconded the motion.

Mayor Dennison requested comments from the Commission and audience.

Commissioner Robuck questioned if this is large enough for future growth in the area outside of these developments or should the City be considering sizing up, what the developer is required.

PWD Kelsey stated that it is properly sized and that is why we are entering into a pioneering agreement. If it were not large enough, we could not hook up to it and we would not be able to be reimbursed for the installation.

The roll call vote was:

Commissioner Hurley	Yes
Commissioner Christian	Yes
Commissioner Pederson	Yes
Commissioner Robuck	Yes
Mayor Dennison	Yes

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

**ADOPTED RESOLUTION 10,738 TO EXECUTE A UTILITY CONSTRUCTION
REIMBURSEMENT (PIONEERING) AGREEMENT WITH HANOVER LAND
COMPANY, LLC FOR CONSTRUCTION OF A WASTEWATER FORCE MAIN
ALONG COUNTY ROAD 48**

Commissioner Robuck introduced the resolution and asked that it not be read.

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
LEESBURG, FLORIDA AUTHORIZING THE MAYOR AND CITY
CLERK TO EXECUTE A UTILITY CONSTRUCTION
REIMBURSEMENT (PIONEERING) AGREEMENT WITH HANOVER
LAND COMPANY, LLC FOR CONSTRUCTION OF A
WASTEWATER FORCE MAIN ALONG COUNTY ROAD 48; AND
PROVIDING AN EFFECTIVE DATE.

Commissioner Robuck moved to adopt the ordinance and Commissioner Christian seconded the motion.

Mayor Dennison requested comments from the Commission and audience.

The roll call vote was:

Commissioner Christian	Yes
Commissioner Pederson	Yes
Commissioner Robuck	Yes

Commissioner Hurley	Yes
Mayor Dennison	Yes

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

ADOPTED ORDINANCE 20-38 APPROVING THE NEW GREATER LEESBURG COMMUNITY REDEVELOPMENT AREA PLAN AND EXTENDING THE TERMS FOR THE GLCRA THROUGH THE YEAR 2050

Commissioner Christian introduced the ordinance to be read by title only. City Clerk Purvis read the ordinance by title only, as follows:

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, ADOPTING THE NEW GREATER LEESBURG COMMUNITY REDEVELOPMENT AREA PLAN FOR THE GREATER LEESBURG COMMUNITY REDEVELOPMENT AGENCY (“CRA”); AND EXTENDING THE TERMS FOR THE GREATER LEESBURG COMMUNITY REDEVELOPMENT AGENCY THROUGH THE YEAR OF 2050; PROVIDING THAT TAX INCREMENT REVENUES DERIVED FROM THE EXISTING REDEVELOPMENT AREA WILL BE DEPOSITED INTO THE ALREADY EXISTING REDEVELOPMENT TRUST FUND; REPEALING CONFLICTING ORDINANCES; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

Commissioner Christian moved to adopt the ordinance and Commissioner Pederson seconded the motion.

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

The roll call vote was:

Commissioner Pederson	Yes
Commissioner Robuck	Yes
Commissioner Hurley	Yes
Commissioner Christian	Yes
Mayor Dennison	Yes

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

FIRST READING OF AN ORDINANCE AMENDING THE TEXT OF THE FUTURE LAND USE ELEMENT OF COMPREHENSIVE PLAN, FOR THE VILLAGES OF WEST LAKE AREA A AND AREA B, TO ESTABLISH COMMUNITY SUPPORT DISTRICTS (CSD), AMEND LEVEL OF SERVICE TO INCLUDE COMMUNITY SUPPORT DISTRICTS, AND AMEND PERMITTED USES. (CPTA 20-149 VILLAGES)

Commissioner Christian introduced the ordinance to be read by title only. CC Purvis read the ordinance by title only, as follows:

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, AMENDING THE TEXT OF THE FUTURE LAND USE ELEMENT OF COMPREHENSIVE PLAN, FOR THE VILLAGES OF WEST LAKE AREA A AND AREA B, TO ESTABLISH COMMUNITY SUPPORT DISTRICTS (CSD), AMEND LEVEL OF SERVICE TO INCLUDE COMMUNITY SUPPORT DISTRICTS, AND AMEND PERMITTED USES ON PROPERTY GENERALLY LOCATED NORTH AND SOUTH OF FLORIDA'S TURNPIKE AND NORTH OF COUNTY ROAD 470, AND PROPERTY LOCATED EAST OF THE SUMTER COUNTY LINE, NORTH OF AUSTIN MERRITT ROAD AND NORTH AND SOUTH OF COUNTY ROAD 48, AS LEGALLY DESCRIBED IN SECTIONS 06, 07, 08, 09, 16, AND 17, TOWNSHIP 20 SOUTH, RANGE 24 EAST AND SECTION 31, TOWNSHIP 20 SOUTH, RANGE 24 EAST AND SECTIONS 5, 6, AND 7, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (CPTA 20-149 VILLAGES)

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

Second reading will be held December 14, 2020.

FIRST READING OF AN ORDINANCE AMENDING THE CITY OF LEESBURG LAND DEVELOPMENT REGULATIONS, ARTICLE XI, SECTION 25-818 DEFINITIONS, ESTABLISHING THE DEFINITION OF AGE RESTRICTED DEVELOPMENT AND ESTABLISHING THE DEFINITION OF COMMUNITY SUPPORT DISTRICTS. (AMDT 20-190 VILLAGES)

Commissioner Robuck introduced the ordinance to be read by title only. CC Purvis read the ordinance by title only, as follows:

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, AMENDING THE CITY OF LEESBURG LAND DEVELOPMENT REGULATIONS, ARTICLE XI, SECTION 25-818 DELIMITATIONS, ESTABLISHING THE DEFINITION OF AGE RESTRICTED DEVELOPMENT AND ESTABLISHING THE DEFINITION OF COMMUNITY SUPPORT DISTRICTS FOR PROPERTY GENERALLY LOCATED NORTH AND SOUTH OF FLORIDA'S TURNPIKE, AND NORTH OF COUNTY ROAD 470 AND PROPERTY LOCATED EAST OF THE SUMTER COUNTY LINE, AND NORTH OF AUSTIN MERRITT ROAD AND NORTH AND SOUTH OF COUNTY ROAD 48 AS LEGALLY DESCRIBED IN SECTIONS 06, 07, 08, 09, 16, AND 17, TOWNSHIP 20 SOUTH, RANGE 24 EAST AND SECTION 31, TOWNSHIP 20 SOUTH, RANGE 24 EAST AND SECTIONS 5, 6, AND 7, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (AMDT 20-190 VILLAGES)

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

Second reading will be held December 14, 2020.

FIRST READING OF AN ORDINANCE TO MODIFY THE CHAPTER 163 DEVELOPMENT AGREEMENT BETWEEN THE CITY OF LEESBURG AND THE VILLAGES OF WEST LAKE AREA A; FOR DEVELOPMENT OF APPROXIMATELY 1,382.31 ACRES, PROVIDING A BINDING AGREEMENT AND AMENDMENTS FOR LONG-TERM DEVELOPMENT. (VILLAGES OF WEST LAKE AREA A AMDT)

Commissioner Hurley introduced the ordinance to be read by title only. CC Purvis read the ordinance by title only, as follows:

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, TO MODIFY THE CHAPTER 163 DEVELOPMENT AGREEMENT BETWEEN THE CITY OF LEESBURG AND THE VILLAGES OF WEST LAKE AREA A; FOR A DEVELOPMENT OF APPROXIMATELY 1,382.31 ACRES, PROVIDING A BINDING AGREEMENT AND AMENDMENTS FOR LONG-TERM DEVELOPMENT; INCLUDING BUT NOT LIMITED TO DENSITY, INTENSITY, LAND USES AND PROCESS; APPROVING DEVELOPMENT RIGHTS, AND LAND DEVELOPMENT REGULATIONS FOR A PROPERTY GENERALLY LOCATED NEAR FLORIDA'S TURNPIKE, THE LAKE COUNTY AND SUMTER COUNTY LINE, AND NORTH OF COUNTY ROAD 470, AS LEGALLY DESCRIBED IN SECTIONS 6, 7, 8, 9, AND 16, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (VILLAGES OF WEST LAKE AREA A AMDT)

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

FIRST READING OF AN ORDINANCE TO MODIFY THE CHAPTER 163 DEVELOPMENT AGREEMENT BETWEEN THE CITY OF LEESBURG AND THE VILLAGES OF WEST LAKE AREA B; FOR A DEVELOPMENT OF APPROXIMATELY 1230.42 ACRES, PROVIDING A BINDING AGREEMENT AND AMENDMENTS FOR LONG-TERM DEVELOPMENT. (VILLAGES OF WEST LAKE AREA B AMDT)

Commissioner Hurley introduced the ordinance to be read by title only. CC Purvis read the ordinance by title only, as follows:

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, TO MODIFY THE CHAPTER 163 DEVELOPMENT AGREEMENT BETWEEN THE CITY OF LEESBURG AND THE VILLAGES OF WEST LAKE AREA B; FOR A DEVELOPMENT OF APPROXIMATELY 1,230.42 ACRES, PROVIDING A BINDING AGREEMENT AND AMENDMENTS FOR LONG-TERM

DEVELOPMENT; INCLUDING BUT NOT LIMITED TO DENSITY, INTENSITY, LAND USES AND PROCESS; APPROVING DEVELOPMENT RIGHTS, AND LAND DEVELOPMENT REGULATIONS FOR A PROPERTY GENERALLY LOCATED NEAR FLORIDA'S TURNPIKE, THE LAKE COUNTY AND SUMTER COUNTY LINE, AND NORTH OF COUNTY ROAD 470, AS LEGALLY DESCRIBED IN SECTION 31, TOWNSHIP 20 SOUTH, RANGE 24 EAST, AND SECTIONS 5, 6 AND 7, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (VILLAGES OF WEST LAKE AREA B AMDT)

Mayor Dennison requested comments from the Commission and the audience.

CM Minner stated that a motion must be made to submit transmittals for items 6C, 6D, 6E, 6F, and 6G to the state.

Mayor Dennison stated that item 6G is not The Villages.

CM Minner stated that is correct, item 6G is not The Villages, but it is an action larger than 10 acres, so it must go to the state.

FIRST READING OF AN ORDINANCE ANNEXING CERTAIN REAL PROPERTY CONSISTING OF APPROXIMATELY 83.5 ACRES; BEING GENERALLY LOCATED EAST OF COUNTY ROAD 44 AND SOUTH OF CLARK STREET. (RO RESIDENTIAL AX)

Commissioner Pederson introduced the ordinance to be read by title only. CC Purvis read the ordinance by title only, as follows:

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, ANNEXING CERTAIN REAL PROPERTY CONSISTING OF APPROXIMATELY 83.5 ACRES; BEING GENERALLY LOCATED EAST OF COUNTY ROAD 44 AND SOUTH OF CLARK STREET, AS LEGALLY DESCRIBED IN SECTIONS 01, 09, 10, AND 16, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; PROVIDING THAT SAID PROPERTY SO ANNEXED SHALL BE LIABLE FOR ITS PROPORTIONATE SHARE OF THE EXISTING AND FUTURE INDEBTEDNESS OF SAID CITY; PROVIDING THAT SUCH ANNEXED PROPERTY SHALL BE SUBJECT TO ALL LAWS AND ORDINANCES OF SAID CITY AS IF ALL SUCH TERRITORY HAD BEEN A PART OF THE CITY OF LEESBURG AT THE TIME OF PASSAGE AND APPROVAL OF SAID LAWS AND ORDINANCES; PROVIDING THAT SUCH ANNEXED TERRITORY SHALL BE PLACED IN CITY COMMISSION DISTRICT 1; AND PROVIDING AN EFFECTIVE DATE. (RO RESIDENTIAL AX)

MINUTES OF THE CITY COMMISSION MEETING MONDAY, OCTOBER 12, 2020

Mayor Dennison requested comments from the Commission and the audience.

Mayor Dennison stated we will go back for a mass motion/vote for items 6D, 6E, and 6F.

Commissioner Hurley moved to submit items 6D, 6E, and 6F (the Villages items) to the state for transmittal and Commissioner Robuck seconded the motion.

The roll call vote was:

Commissioner Pederson	Yes
Commissioner Robuck	Yes
Commissioner Hurley	Yes
Commissioner Christian	Yes
Mayor Dennison	Yes

Five yeas, no nays, the Commission adopted the motion for transmittal.

Mayor Dennison stated that Commissioner Robuck needs to abstain from the vote for item 6G (R O Residential).

Commissioner Pederson moved to submit item 6G (R O Residential) to the state for transmittal and Commissioner Christian seconded the motion.

The roll call vote was:

Commissioner Hurley	Yes
Commissioner Christian	Yes
Commissioner Pederson	Yes
Commissioner Robuck	Abstain
Mayor Dennison	Yes

Four yeas, one abstain, no nays, the Commission adopted the motion for transmittal.

Mayor Dennison opened the floor to the audience, for discussion on item 6G. She asked for a commissioner to introduce the item again.

FIRST READING OF AN ORDINANCE ANNEXING CERTAIN REAL PROPERTY CONSISTING OF APPROXIMATELY 83.5 ACRES; BEING GENERALLY LOCATED EAST OF COUNTY ROAD 44 AND SOUTH OF CLARK STREET. (RO RESIDENTIAL AX)

Commissioner Hurley introduced the ordinance to be read by title only. CC Purvis read the ordinance by title only, as follows:

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, ANNEXING CERTAIN REAL PROPERTY CONSISTING OF APPROXIMATELY 83.5 ACRES; BEING GENERALLY LOCATED EAST OF COUNTY ROAD 44 AND SOUTH OF CLARK STREET, AS LEGALLY DESCRIBED IN SECTIONS 01, 09, 10, AND 16,

TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; PROVIDING THAT SAID PROPERTY SO ANNEXED SHALL BE LIABLE FOR ITS PROPORTIONATE SHARE OF THE EXISTING AND FUTURE INDEBTEDNESS OF SAID CITY; PROVIDING THAT SUCH ANNEXED PROPERTY SHALL BE SUBJECT TO ALL LAWS AND ORDINANCES OF SAID CITY AS IF ALL SUCH TERRITORY HAD BEEN A PART OF THE CITY OF LEESBURG AT THE TIME OF PASSAGE AND APPROVAL OF SAID LAWS AND ORDINANCES; PROVIDING THAT SUCH ANNEXED TERRITORY SHALL BE PLACED IN CITY COMMISSION DISTRICT 1; AND PROVIDING AN EFFECTIVE DATE. (RO RESIDENTIAL AX)

Mayor Dennison requested comments from the Commission and the audience.

Public Comments:

Jim Spiker, a resident of Matthews Cove, stated he owns property on the Boulevard in Leesburg and property in Groveland. Their home abuts directly to the Southeast side of this development and the home behind his directly on the other side of the fence, would be part of this development. The lot size that would be up against this fence is just slightly smaller than our under roof, on our house. We can fit about three of these on the lots that our homes are on. It is going to have a tremendous effect on home values, in a negative way. He stated that this does not solve any immediate housing issues in the City of Leesburg and this is a project that will take time. The builder has made a \$750,000 donation to running the sewer and water lines out to his other development, that has already been started about three quarters of a mile to a mile down the road. He understands that the developer would like to recoup some of that money, but he does not think he should be able to do that, at the expense of an already existing neighborhood. One of the houses that border this is 14,000 square feet; these houses are nowhere near in line with the surrounding area. They should not consider bringing in a project of this size and abutting it directly against existing homes. If we are going to bring in specialist and doctors to the new hospital, not everyone is going to want to live in one of these track home neighborhoods. In the time that it would take for them to start on this, leaves plenty of time for this to be developed in a better area. This land could be developed in a much more responsible way that is more in line with the surrounding neighborhoods. He expressed that his home sets about twenty-five feet above where this will go in, so there is no berm or fence that is going to help with the impact on his home.

Kathy Hattaway, with Paulus and Bennett in Orlando, stated she represents the applicant for items 6G, 6H, and 6I, and will speak specifically to each item as they come up. She stated that item 6H is the item that will need to be voted on to transmit to the state, which is the Future Land Use. Ms. Hattaway began with item 6H, the annexation, stating that the property is within in the Lake County/Leesburg interlocal service boundary area and thus is eligible to annex into the City of Leesburg.

Luke Zachary, Spring Drive resident, stated that according to gradeschools.org, Treadway Elementary school is rated about average in school equipment; this school has below average results in how well it serves disadvantaged students, and students perform

about average on state tests. Large disparities and suspension rates exist at this school, which is concerning. Treadway Elementary currently has 927 students enrolled in grades K-5; of those 927, 80% or 741 come from low-income households. The school currently has a 17:1 student to teacher ration, below the state average of 18:1. Additionally, the school has a 479:1 student to council ration, which also falls below the state average of 554:1. Those current ratios are a good thing; however, we can expect an additional average of at least one child per home, according to current Lake County statistics. It is incumbent to take that average with a grain of salt, as these homes are specifically designed as starter homes, which typically will bring two or more children per household. A look at Leesburg High School shows that it ranks number 434 among 1088 high schools in the State of Florida, per U.S. News and World Reports. The same publication ranks Tavares High School at number 277. We can already predict the adverse effect that this will have on an already overburdened and pedestrian school system. The University of Florida has recently acquired our local hospital in Leesburg, salaries for doctors at UF range from \$115,000 to 124,000 per year, salaries for nurses at UF average \$73,000 per year. He questioned 'are not these the types of professionals that we should be seeking to attract to our area?' They will not be interested in tracked homes, with zero lot lines and little in the way for educational opportunities for their children. He is not opposed to building homes in this area or further growing our city; however, it is incumbent for us to do so in a responsible manner.

Claude Hucorne, resident, expressed his feeling of Leesburg being ruined. He stated that we have this nice building, nice landscaping, but 441 is horrendous; it cannot handle the traffic now and the same goes for 44. He stated that the speed limit by the airport is supposed to be 45, but he dared the commission to do 60 and not get run over. On 44 people go 70 plus miles an hour. This year alone, there has been four deaths on 44, right where the developer is proposing. He stated that the homes will be nice, but feels they are forgetting about the quality of life for the average citizen. He has been on Silver Lake for thirty-years and people come from miles away to bike, walk, run, etc., there are people with kids, babies in strollers, but that cannot be done anymore between the dealerships test driving their cars, the college, the apartments, and people cutting through. He stated that Leesburg is ranked in the top ten most dangerous cities, in all of Florida

Judy Guy, Silver Lake Drive resident, stated she backs up to the failure that Leesburg annexed; the old golf course. She stated it seems like Leesburg is picking property after property, in a nice area, hoping to clamp on to someone else's home values and just letting it fail. She stated that no one will buy these homes, Leesburg does not need this type of housing.

Dan McCormick, Silver Lake Drive resident, stated that he and his wife live in one of the few remaining historic homes, in the original Silver Lake Estates. He stated that they are pleased to be a part of Leesburg and this is where they thought they would like to live. They like the thought of historic lakefront, a rural area with abundant wildlife and old growth trees. They preferred a quiet rural solitude and a varied community of all ages versus a common retirement community with houses all alike, people of the same age and no elbow room. They purchased their home in 2006 and did a lot of work to restore it back to its original state and are in the process of renovating a boathouse on the lake. Mr. McCormick stated that people from all over come to enjoy the quiet nature of Silver Lake, with walking, bike riding, etc., and Silver Lake Drive has doubled as a road and a

three-mile road park. Never did it occur to them that their quiet life could be changed forever by some of our neighbors and the approval of this commission. We already have 490 homes and condos approved and with what we are talking about tonight, that will come to 755 total units. He encouraged the commission to base their decision on the desires of the citizens and not the increased tax revenue for the City of Leesburg.

Todd Drennan, Silver Lake Drive resident, stated his concerns are how the property is being developed, not the fact that it is being developed. The traffic on Silver Lake Drive right now, is a walking path, as much as it is a road. He suggested that doing a traffic study that deals with just 44 is not adequate; we need to look at what happens on Silver Lake. He also stated that the minimum size of houses is 1,600 square feet, which is about a third of the size of homes on Silver Lake; significantly smaller. He suggested that there needs to be an HOA standard in place. He stated in this rural area he believes that cheap homes will mean not very well-designed homes. He stated that some of the lots are as small as fifty feet wide, which means the homes will be forty feet wide; that really means a twenty-foot wide garage, with a sixteen-foot attached house. That is not the definition of quality. He went on to state that this is dealing with two separate jurisdictions: those on Silver Lake and the neighborhoods to the east that are within the County and the people in this subdivision will be in Leesburg. He believes there needs to be more thorough studies and larger house sizes or something that mitigates the quality of homes being built.

Joanne Duncan, Silver Lake Drive resident, stated that the Planning Commission recommended not to approve this project. She asked the commission to consider the lively hoods of those not being annexed into the City, but will still be affected by this development. She stated that traffic is a major concern of hers; she refers to Silver Lake as the 'largest sidewalk in Florida.' That is what makes the area so special. She is also concerned about the wildlife leaving the area, because of this type of development. She expressed her concerns about the schools, stating they are 'busting at the seams.' She stated her home is probably one of the smallest homes in the area, being 3,500 square feet. She stated that a 1,600 square foot home is nowhere near comparable to those sizes.

Kathy Hattaway gave a presentation on the comprehensive plan agreement. She stated that the current future land use in Lake County is Urban Low Density, which allows up to four units per acre. What they have applied for in the City of Leesburg, is the Leesburg Estate Future Land Use, which allows exactly the same density, four units per acre so they are not proposing anything that is not allowed on the property today. That will be considered compatible and consistent with the surrounding properties in terms of the allowable density. Also, the comprehensive plan amendment being proposed is consistent with the City's comprehensive plan, which again allows the same future land use density as is on the property today. But also, your comprehensive plan has a couple important policies that she wanted to point out. The first is in the future land use policy, 1.8.1, that states, when reviewing land use amendments, the city shall consider existing and proposed land uses in any jurisdiction that is adjacent to the proposed amendment. Future land use objective 1.2, states that the city will encourage various housing types. Compatibility is in the eye of the beholder; your idea of compatibility will differ from mine and so on. Your definition of compatibility states a condition in which land uses or conditions can co-exist in relative proximity of each other, in a stable fashion, over time, such that no use or condition is unduly negatively impacted, directly or indirectly by

another use or condition. In this case, there is no direct or indirect unduly negative impact to any of the surrounding uses or development. There is no direct access from this project to any other neighborhood and it is a stable use; it is single-family residential adjacent to single-family residential. Moving to the zoning issues, there was a plat approved on the western portion of the property in Lake County; the zoning of that portion of the property, closest to County Road 44 is R-3. That plat allowed for one-hundred and twenty-five lots at three units per acre density and they were all sixty-five-foot lots. What is being proposed, in a Leesburg PUD zoning, in that same portion of the property, is also one-hundred and twenty-five lots. The same 3.0 density units per acre and we are proposing eighty-foot lots on the southern boundary and fifty-foot lots in other areas of the development. The advantages of the Leesburg approval are that the Lake County, what is known as straight zoning, has limited requirements: the open space requirement is for twenty-five percent, it has no recreation requirement for the community, it has no buffer between single-family residential developments, there are no architectural requirements for residential development in Lake County, and there is no requirement to have an HOA. In Leesburg, there is almost a 180-degree difference. The PUD zoning provides advanced benefits: it requires a minimum of thirty percent open space, it requires an active recreation element to the project, and we are proposing a pool and cabana as well as the other parks. The City requires a landscape buffer, they have architectural standards, and the city requires an HOA. Their complete proposed PUD zoning plan is a total of two-hundred and twenty-five units. Some differences that were heard in the planning commission meeting include; in the southern boundary, the eighty-foot wide lots, the city requires a twenty-five-foot buffer to surround the perimeter of the project and that area, south, we have been able to tweak the plan such that we are now proposing a thirty-five-foot buffer; a minimum of thirty-five feet and that is at the narrowest point. At the widest point, it moves to the east, that buffer will go up to eighty or one-hundred feet. The only access to this project will be on County Road 44. There will be no access on Mid-Summer Lane. On the right side or the east side of the project, where Mid-Summer Lane terminates, you are now seeing a buffer there, so there will be open space. We have three parks throughout the community, the largest is on the left side, that will have a substantial pool and cabana for the residence. Specifically, the landscape buffer will be 35 feet in width and will include canopy trees, ornamental trees, and a continuous line of shrubs along the southern boundary of the buffer. It will be planted with grass and we have also added a split rail fence, that will be on the southern most portion of the buffer. There will also be an eighteen-foot rear setback on the lot, before you get to the buffers. The split rail fence and the buffer section will be all along the southern boundary, where ever it will be adjacent to a neighborhood. In all other areas of the project, there will be a twenty-five-foot perimeter buffer, that will also be landscaped, which the City requires.

There is one condition revision request; we have agreed with all of the provisions that staff has proposed except provision 6.D: a six-foot-high privacy fence, particularly a PVC fence or other composite material, behind each lot in the development. We feel strongly that the buffer we are providing, with the split rail fence is a more aesthetically pleasing option than just having a wall of six-foot wide PVC fence, along the back of the lots. That does not stop a homeowner from putting up their own fence, if they so choose.

Ayman Saeedy, with Traffic and Mobility Consultants, stated that he is a registered professional engineering in the State of Florida and he has over 25 years of experience

doing just traffic analysis and traffic engineering work. They did complete a traffic study, which was submitted to the City and the MPO, it was reviewed and we have responded to their comments. The traffic impact analysis follows what the City requires, it requires us to follow the Lake Sumer MPO traffic impact analysis guidelines. The guidelines will tell us which intersections and roads to analyze. The results show that there is an adopted level of service "D" which is what the county requires; which means during the peak hour and peak direction that capacity of the road is 1,160 vehicles per hour. The total project projected traffic, including traffic generated by this new development is 981, which means there is still availability on the road, and the road is still a projected level service "D," at the buildout of the project. As far as intersections go, we did analyze the County Road 44 and Silver Lake Road intersection, which is also expected to operate at an exceptionally low level, based on the guidelines. The entrance of the project was also analyzed and it does require exclusive right turn and left turn lanes at the project entrance. We also looked at the number generated by the project and the project does not warrant a traffic signal. Same as well for the intersection on 44 and Silver Lake. There will be some requirements for adjusting the existing signal timing plan for that intersection to work at the next acceptable level of service.

Commissioner Hurley asked what is the minimum square footage on the homes. **Kathy Hattaway** stated the requirement in the City is 1,600 which is the minimum requirement, but the smaller single-family home could be larger than that, just nothing smaller. Just to contrast, the minimum for the county is 1,500 square feet. **Commissioner Hurley** stated that he would like to know what the range is. **Mike Galvin** stated that the minimum is 1,600, but for this project the minimum will be 1,800 and go up to 3,500 square feet. **Commissioner Hurley** went on to state that the one of his big concerns is the potential for Section 8 housing and whether you were going to put that in the PUD going forward. **Mike Galvin** stated there will be no Section 8 housing in this development and they can put that in the PUD conditions.

Jim Spiker stated if the minimum is 1,600, as residence, they would have to assume that most of the homes would be around that 1,600 square foot mark. That is quite a difference.

Commissioner Hurley stated that, that is on Silver Lake, large houses next to small houses. As of right now, we are trying to determine what is best, so we are taking all of the information. To be honest, Lake County has already approved this, so at any time they can say they do not want our, city, services, and can go with the County and still build this; without the buffers or setbacks, etc. He stated that his biggest concern is that they have had developers come in and say what they have wanted to do and never do it. He hates the fact that we annexed Silver Lake golf course.

Commissioner Pederson stated it is his understanding that they have to annex into the City for water and sewer; however, he needs to understand clearly the issue of annexation. Can this property be developed in the County, with this kind of density, without annexation?

CM Minner stated the answer is probably not. It is in the City's electric service territory, so whether they build or not within the city, they would be City electric customers. We do not have a policy on whether you are in or outside of City limits for

electric, but we do have a policy for water and sewer. That policy is you either have to annex or agree to annex upon the time that you start development. The County has a policy that states any development that is within 100 feet of a municipal system has to have sewer.

Commissioner Hurley asked if they could have sewer without water. **CM Minner** stated you can potentially have sewer without water, but that would be a case so extreme that you probably would not see it.

Mike Galvin, Owner and Developer for Radio Road, stated that after they had the sewer line extension, they specifically looked into the due diligence on the Ostrander Parcel, that property was purchased by Mi Homes, back in 2007. It was fully engineered, platted, the Plat was recorded and bonds were issued for the development for 125-single-family homes, at three units per acre. Part of the sewer agreement there was Lake County had a joint use agreement with the City of Leesburg for services: water and sewer. There was a covenant, in part of their title and due diligence, that stated at the request of the City of Leesburg, they were mandated to annex in turn for water and sewer services. He met with Dan Miller and Adrian's staff and with that plat being recorded early on in due diligence, they gave us an option that clearly stated we can develop in Lake County and there was a joint use agreement with that covenant in place.

Commissioner Christian stated that there is an existing development, the same kind of discussion happening about Sleepy Hollow; Park Hill. They did not annex but they still built homes, right beside Sleepy Hollow. Again, that is where he thinks the covenant comes in, does he have to annex into the City; they can build on a 65-acre lot in the County, then you still run the risk of having the same development with no homeowner association, no setbacks, no architectural design and 625 home in the County. He thinks this is where the PUD comes in because the City has some say on the homeowner association and the buffering. That is where he thinks the PUD works better than straight zoning to the county. He thinks there are some legal issues, so instead of trying to debate tonight, the City Manager can get with the City Attorney and see if we can get some definitive answers and the developer can come back, along with the residents. He thinks he would prefer a PUD as opposed to straight zoning of 65-foot lots with no setbacks or buffering and would prefer that the City has some type of say if it is going to be developed.

CM Minner stated that the answer to the development question is, the market is going to drive to development. For us, it behooves us to be in the City limits for utilities and public safety. Right now, the City of Leesburg probably runs 75% of the EMS calls in this region. We receive zero funds from those residents, for that service. Those residents are paying \$185 to the County, for a service they are getting free from us.

Russ Camden, Jackson Road resident, referring to the PUD map, asked the Commission to compare the size of the lots around Silver Lake and off Silver Lake Drive to the unit development being proposed. He stated that it is not consistent with the existing neighborhood; it is a lot higher density. He asked the developer and the consultant if they would actually develop this property, if they could not get this type of density. He went on to discuss the traffic study that talked about by the traffic engineer; stating he does not think the traffic study addressed their issues. He recommends that the Commission

remand this item back to Planning and Zoning with the questions and issues stated here tonight.

John Fisher, Silver Lake Drive resident, expressed his concerns involving the increased traffic.

Ashton Crydell, Bunker Road resident, stated she and her husband purchased their first home on Silver Lake because of the charm. She stated that if this type of development goes up, no one would want to move into Silver Lake. There will be a large supply and demand issue; a large number of homes and no one wanting to buy them. She also stated her desire for the development to increase the lot sizes for larger homes.

Hannah Martinez, Spring Court resident, stated she and her family moved to Leesburg from Miami fourteen years ago, and the same thing that was happening there is happening here. She also stated that these types of homes are geared toward USDA Loans, which qualify for zero percent down. She expressed that we know we need growth and suggested making the new homes, one-acre lot, life homes.

Chuck Hill, a managing member of 9293 Silver Lake LLC, which owns the property at this address. He described this proposal as a wealth transfer, a few individuals will make money and many residents will see their home values decrease significantly. Silver Lake has historic value. Many of the homes sit on one to two-acres of land and average four to five thousand square feet. 256 new apartments have already been approved in North Silver Lake.

Commissioner Hurley asked if the developer would be allowed to make changes between first and second reading or would it need to come to second reading, as is. **CM Minner** responded, yes, they can make changes. **Commissioner Hurley** stated he would like to get with the developer, based on great points that were brought out this evening, and see what can be worked out.

Mayor Dennison stated that she has not seen what the homes would look like and would like to see those.

Cindy Clark, Silver Lake Drive resident, stated she and her husband also have a property on 44, so she can see it from both angles. She stated that they have had four deaths on 44, so whatever traffic studies they have had, blows her mind. There is a tremendous traffic issue on 44. If this new development comes in the traffic will go back up to Silver Lake. She asked for another traffic study to be done and asked that the residents be a part of the development.

Luke Zachary, Spring Drive resident, stated he knows that the traffic study did not include the two developments that have already been approved. He stated he is a first responder and County Road 44 is an evacuation route, so do a serious study on what is being proposed here tonight.

Mr. Riviera, Silver Lake Drive resident stated one thing that makes Leesburg special is Silver Lake and he described it as a park. He suggested making the road a one-way to limit the traffic and making a bike path.

Rita Ward, County Road 44 resident, stated she agrees with everything presented about the traffic overload and the schools that are already at their max. However, she is trying to figure out the math, it is zoned for four to an acre, but it is only when you take all eighty-three acres that it comes out that way. If you subtract the twenty-seven then you are down to the maximum of five to an acre. When you take off the extra area that has been switched from twenty-five feet to thirty-five feet, for the buffer, even more acreage is lost. With these numbers, she does not see how they qualify with our requirements.

Commissioner Hurley stated, just to clarify, someone stated to change the road to a one-way and change the zoning; however, we cannot do either of those because the roads do not belong to the City of Leesburg.

FIRST READING OF AN ORDINANCE AMENDING THE COMPREHENSIVE PLAN BY CHANGING THE FUTURE LAND USE MAP DESIGNATION OF APPROXIMATELY 83.51 +/- ACRES FROM LAKE COUNTY URBAN LOW DENSITY TO CITY OF LEESBURG ESTATE RESIDENTIAL. (RO RESIDENTIAL LGCP)

Commissioner Hurley introduced the ordinance to be read by title only. CC Purvis read the ordinance by title only, as follows:

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, 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 83.51 +/- ACRES FROM LAKE COUNTY URBAN LOW DENSITY TO CITY OF LEESBURG ESTATE RESIDENTIAL, FOR A PROPERTY GENERALLY LOCATED EAST OF COUNTY ROAD 44 AND SOUTH OF CLARK STREET AS LEGALLY DESCRIBED IN SECTIONS 01, 09, 10, AND 16, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (RO RESIDENTIAL LGCP)

Mayor Dennison requested comments from the Commission and the audience.

Commissioner Christian made a motion to transmit to the state and Commission Hurley seconded the motion.

Commissioner Pederson asked for clarification on this because Commissioner Hurley made comments on possible changes to the site plan.

CM Minner recommended to approve and submit this to the state, that way the developer can continue to move forward and you get back your state comments, which is required because it is a large-scale comp plan. You can always delay and postpone the second reading.

The roll call vote was:

MINUTES OF THE CITY COMMISSION MEETING MONDAY, OCTOBER 12, 2020

Commissioner Christian	Yes
Commissioner Pederson	Yes
Commissioner Hurley	Yes
Commissioner Robuck	Abstain
Mayor Dennison	Yes

Four yeas, one abstain, no nays, the Commission approved to motion to transmit this item to the state.

FIRST READING OF AN ORDINANCE CHANGING THE ZONING ON APPROXIMATELY 83.51 ACRES FROM LAKE COUNTY A (AGRICULTURE), R-1 (RURAL RESIDENTIAL), AND R-3 (MEDIUM DENSITY RESIDENTIAL DISTRICT), TO CITY OF LEESBURG PUD (PLANNED UNIT DEVELOPMENT). (RO RESIDENTIAL PUD)

Commissioner Hurley introduced the ordinance to be read by title only. CC Purvis read the ordinance by title only, as follows:

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE ZONING ON APPROXIMATELY 83.51 +/- ACRES FROM LAKE COUNTY A (AGRICULTURE), LAKE COUNTY R-1 (RURAL RESIDENTIAL), AND LAKE COUNTY R-3 (MEDIUM RESIDENTIAL DISTRICT), TO CITY OF LEESBURG PUD (PLANNED UNIT DEVELOPMENT) TO ALLOW FOR SINGLE FAMILY USES FOR A PROPERTY GENERALLY LOCATED EAST OF COUNTY ROAD 44 AND NORTH AND SOUTH OF CLARK STREET AS LEGALLY DESCRIBED IN SECTIONS 01, 09, 10, AND 16, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (RO Residential PUD)

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

CIVIC FUNDING - ALLOCATION OF ADDITIONAL FUNDS

Mayor Dennison stated there was a suggestion to give the Downtown Business Association \$10,000 at the last meeting, and since then there has been a request for the Boys and Girls club, the Chamber, the Arts, and the West Leesburg CDC.

Commissioner Pederson made a motion to give each organization \$10,000 and Commissioner Christian seconded the motion.

The roll call vote was:

Commissioner Pederson	Yes
Commissioner Robuck	Yes
Commissioner Pederson	Yes
Commissioner Christian	Yes
Mayor Dennison	Yes

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

INFORMATIONAL REPORTS:

Financial Reports as of August 2020

CITY ATTORNEY ITEMS:

None

CITY MANAGER ITEMS:

CARES Act Update:

CM Minner stated we did receive review and approval from Lake County on our spending plan. The county has forwarded all the municipal spend plans to the state, and Mr. Cole, County Manager, indicated that he hoped to hear from the state with some word on how to move forward, this week. With that news, the County does have some consideration on whether we receive a short-term note to issue out the money before using our cash and then reimbursing us, so to be continued on that. His recommendation is if the County does not have the cash, that we go ahead and use our cash, that way the money gets out and we will get reimbursed. We will worry about that at the next meeting. At the October 26 meeting, he will be coming to the commission with a recommended spending authority. Also, on the 26, and it is to be determined, he hopes to put out the grant applications as well. He put a draft before the commission, and if you have any comments on that, get back with him. He would like to have an initial review period two weeks after the applications go out.

Mayor Dennison asked if this is going out to businesses, why Planning and Zoning and the Housing Department would be looking at the applications. **CM Minner** stated that his office will be looking for general administration expediency, Planning and Zoning because they have specifics on what businesses are downtown and Planning and Zoning is also in charge of the business occupational tax, so they know who is and who is not in business, and the Housing Department, because he wants Ken there for diversity. **Mayor Dennison** asked the applications will be sent out automatically. **CM Minner** responded that he wants to get with IT to get them online, get with Lakefront TV and the Chamber and as soon as we have word from the County, we will try to do our best to get the market flooded. We will make it as easy as possible. **Mayor Dennison** asked once it is finalized to let the commission know. **CM Minner** stated it is his intent to come back on the 26th prior to everything. He will get more direction from the commission, if they want to review the grants or leave that authority with the committee.

Commissioner Robuck suggested giving a one-week window, so if you get your application in that one, we will treat all those applications the same. He stated he absolutely prefers the staff to make the decision on the applications.

ROLL CALL:

Commissioner Christian stated it was a great meeting tonight, with great insight from residents around Silver Lake. As the commission we have to recognize that there is no

right or wrong answer or one way. The city is growing and people are buying homes in Leesburg. He can see many more developments coming to us for approval or denial. With that being said, the CDC and the Chamber of Commerce will have some of our candidates who are looking to do what we are doing. It will be here at the Venetian Center and live on the Chamber YouTube channel. There will also be some school board candidates here, so we will be asking specific questions about Leesburg schools and what their visions are. It will not be a debate, we want to hear their visions for Leesburg.

Commissioner Robuck stated he stayed out of discussion tonight for obvious reasons, but one thing that really sets Leesburg apart from other cities and counties is the commission's willingness to engage with residents and listen to them. He would like to see that continue in the future.

Commissioner Hurley asked CM Minner, in regards to mowing on Silver Lake golf course, has it commenced. **CM Minner** responded yes. **Commissioner Hurley** asked the City Attorney if there is something that can be done to not have to deal with this fight so often. **CA Morrison** stated years ago the City did mow property and put a lien on it, but the City Manager, at that time, decided that they did not want to be in the mowing business and the legislature passed the code enforcement process which, as you all know, is cumbersome, and largely ineffective in the short term to get anything done, and that is what has been used since. He thinks that ordinance is still in effect, just not used. It has not been used in probably 20 years, but if it is there you can mow it and put a lien on the property. Other than that, if you follow the code enforcement process it requires that you give them a notice, an opportunity to cure, then after that you give them another notice, they go before the magistrate, she gives them a judgement and an opportunity to cure. Then you get a lien against the property and it is still not mowed. If you want it mowed, mowing it is the only way to get that done. **Commissioner Hurley** asked if we have to go with the lowest bidder when we send something out. **CM Minner** said no. **Commissioner Hurley** went on to say that we went \$90,000 at the airport pond, and he understands that it was supposed to be cut five feet below the water, but it is already two feet above the water, because they did not do it. Then, today, we just did a lowest bid to do the Venetian Center pond, but we had eight of our guys in waist deep water, doing what we just paid someone else to do. He is not sure why we keep taking the lowest bid and not getting the work done right. **CM Minner** stated he will get back with him on the specs for the AP pond, he believes there was some misconception on what was going to be done versus what got done.

Commissioner Pederson had nothing further to discuss.

Mayor Dennison had nothing further to discuss.

ADJOURN:

The meeting adjourned at 8:33 p.m.

Elise A. Dennison, Mayor

ATTEST: _____
J. Andi Purvis, City Clerk

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.B.1.

Meeting Date: November 9, 2020

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 a Construction Services Agreement with a Guaranteed Maximum Price (GMP) with Wharton-Smith, Inc. for \$21,571,562.97; and providing an effective date.

Staff Recommendation:

Staff recommends approval of the resolution authorizing execution of the Agreement with Wharton-Smith, Inc. for a GMP amount of \$21,571,562.97.

Analysis:

The purpose of this Agreement is for the construction of the Turnpike Wastewater Treatment Facility (WWTF) expansion project. The Project will expand the plant capacity from 3.0 million gallons per day (MGD) to 4.5 MGD. The expansion will also convert the WWTF from chlorine gas disinfection to a more efficient sodium hypochlorite disinfection injection system.

The City's Engineer of Record, Hyrdro Solutions Consultants, Inc. has completed the construction design. Wharton-Smith, Inc. has completed their process to calculate the Guaranteed Maximum Price.

Procurement Analysis:

On February 28, 2020 the Procurement Division issued Request for Qualifications (RFQ) 200263 to select a Construction Manager at Risk company to provide construction services on the WWTF expansion. On May 26, 2020 the City Commission approved Resolution 10,648 awarding the RFQ to Wharton-Smith, Inc. and authorizing execution of a limited Construction Services Agreement.

Wharton-Smith has submitted to the City the Guaranteed Maximum Price (GMP) for the project. Public Works has reviewed the GMP and approves the amount.

Options:

1. Approve the Resolution authorizing execution of the Construction Services Agreement with a GMP with Wharton-Smith, Inc. for \$21,571,562.97; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

The funds for this project are available in FY 20 and will be rolled into the current year to complete this project.

Account No.	044-4099-535.63-10
Project No.	440006
WF No.	WF1191691/001
Requisition	N/A
Budget	FY 20 & 21 = \$27,148,006.00
Available	\$24,949,628.00

Submission Date and Time: 11/4/2020 9:19:08 AM

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE
A CONSTRUCTION SERVICES AGREEMENT WITH A GUARANTEED
MAXIMUM PRICE (GMP) WITH WHARTON-SMITH, INC. FOR
\$21,571,562.97; 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 WHARTON-SMITH, INC. whose address is 750 Monroe Road, Sanford, Florida 32771 for Construction Services for the City of Leesburg Turnpike Wastewater Treatment Facility pursuant to RFQ 200263.

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 the 9th day of November 2020.

Mayor

ATTEST:

City Clerk

**AGREEMENT FOR
CONSTRUCTION SERVICES WITH
GUARANTEED MAXIMUM PRICE (GMP)**

THIS AGREEMENT is made as of the 9TH day of NOVEMBER in the year 2020, 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 **WHARTON-SMITH, INC.** whose address is 750 Monroe Road, Sanford, Florida 32771 (hereinafter referred to as the “CONSTRUCTION MANAGER or CM”).

RECITALS:

WHEREAS, the CONSTRUCTION MANAGER was selected following a competitive Solicitation process to select a company to provide Construction Manager at Risk (CMaR) services for the City’s Turnpike Wastewater Treatment Facility Expansion – Phase I.

WHEREAS, the CONSTRUCTION MANAGER was selected as the top ranked company following evaluations.

WHEREAS, the CITY and CONSTRUCTION MANAGER desire to enter into this Agreement for Constructions Services with a Guaranteed Maximum Price (GMP).

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 Contract Documents consist of:
 - a. This Agreement; and
 - b. Request for Qualifications 200263 – Construction Manager at Risk (CMAR) – WWTF Expansion in its entirety; and
 - c. Supplemental Conditions attached as Attachment ‘A’; and
 - d. The CONSTRUCTION MANAGER’S response to RFQ 200263 made electronically on March 31, 2020 at 10:03:44 AM.
 - e. The City’s Engineer of Record Drawings titled “CONSTRUCTION DRAWINGS CITY OF LEESBURG TURNPIKE WASTEWATER TREATMENT FACILITY UPGRADES” dated August 2020;
 - f. The CONSTRUCTION MANAGERS Guaranteed Maximum Price (GMP) Proposal incorporated as Attachment ‘B’
2. **Scope of Services.** The Scope of Services is generally described as the construction of the City of Leesburg Turnpike Wastewater Treatment Facility Expansion project (the “Project” or the “Work”).
 - a. The CONSTRUCTION MANAGER shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.
 - b. The CONSTRUCTION MANAGER will carry out the Work effectively, to maintain the progress of the Work in accordance with the requirements of the

Project Schedule, and to satisfy all obligations of the CONSTRUCTION MANAGER under the Contract Documents.

3. **Guaranteed Maximum Price.** The CONSTRUCTION MANAGER shall perform the Project for a Guaranteed Maximum Price (GMP) of **\$21,571,562.97**. The cost of the project shall not exceed the GMP. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the CONSTRUCTION MANAGER without reimbursement by the CITY.

4. **Changes in the Project**

- a. **Request for a Change Order.** The work schedule or contract time may be changed by a Change Order. The CONSTRUCTION MANAGER's request or claim for a work schedule and/or contract time adjustment shall be in writing delivered to the CITY Representative within ten (10) working days following the discovery of the event that prompted the claim or the date when the event should have been discovered. Where accepted by CITY, changes to the work schedule will only adjust for critical path impacts. Upon receipt of the CONSTRUCTION MANAGER's request for a change in the Work schedule, the CITY will provide any additional directions in writing detailing the procedures that will be used to resolve the request, including provision of time impact or manpower and equipment loading schedules. Where CITY and the CONSTRUCTION MANAGER are unable to reach a mutually acceptable resolution of request, CITY will make a commercially reasonable determination.
- b. **Acceptable Ways of Determining Increases or Decreases in the GMP On Change Orders.** An increase or decrease in the Guaranteed Maximum Price resulting from a change in the Project or other factor entitling CONSTRUCTION MANAGER to an equitable adjustment of the GMP shall be determined in one or more of the following ways:
 - i. by mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation by CITY;
 - ii. by unit prices stated in the Contract or subsequently agreed upon, if less; or
 - iii. as otherwise mutually agreed to by CITY and the CONSTRUCTION MANAGER
- c. **Itemized Accounting on Change Orders.** If the parties are unable to agree to the pricing of a change order in accordance with this Contract, the CONSTRUCTION MANAGER, provided he receives a written order signed by CITY, shall promptly proceed with the Work involved. The cost of such Work shall then be determined on the basis of the reasonable expenditures and savings of those performing the Work attributed to the change. However, in the event a Change Order is issued under these conditions, CITY will establish an estimated cost of the Work and the CONSTRUCTION MANAGER shall not perform any Work which cost exceeds that estimate without prior written approval by CITY. In such case, the CONSTRUCTION MANAGER shall keep and present, in such form as CITY may prescribe, an itemized accounting together with appropriate supporting data organized and maintained consistent

with reasonable generally accepted accounting principles and practices of the increase in the Cost of the Project as outlined herein of the Contract. The amount of decrease in the Guaranteed Maximum Price to be allowed by the CONSTRUCTION MANAGER to CITY for any deletion or change which results in a net decrease in cost will be the amount of the actual net decrease.

- d. **Emergencies.** In any emergency affecting the safety of persons or property, the CONSTRUCTION MANAGER shall act at his discretion, to prevent threatened damage, injury or loss. Any increase in the Guaranteed Maximum Price or extension of time claimed by the CONSTRUCTION MANAGER on account of emergency Work shall be determined as provided in this Article 9, as long as the emergency was not caused by the CONSTRUCTION MANAGER.

5. **Construction Manager Contingency.** The amount set forth in the GMP which is available for CONSTRUCTION MANAGER's exclusive use for unanticipated costs that are incurred in performing the Work that are not the basis for a Change Order such as overtime, acceleration, and Subcontractor defaults.

6. **Contingency Usage.** The CONSTRUCTION MANAGER will be required to receive CITY authorization, which shall not be unreasonably withheld without limitation, prior to using any of the CONSTRUCTION MANAGER Contingency funds. If CITY does not deny within three (3) business days of request, the CONSTRUCTION MANAGER may use the Contingency funds as if the request had been approved by CITY.

The Contingency may be used for any costs of the work, as defined herein, that are required to execute the work as defined in the GMP. No increase in the Contingency will be allowed once the GMP is established, unless such cost arises from a latent condition or differing site condition. Risk to any other unforeseen circumstance shall be at the risk of the CONSTRUCTION MANAGER, unless approved by CITY via change order and contract amendment. The Construction Manger shall document to CITY with a log and detailed backup including receipts, contracts, invoices or communications to itemize the use Contingency identified in the GMP. The Contingency for this Project will be negotiated at the time of GMP Proposal submission. Any remaining Contingency at the completion of the Project shall be disbursed in accordance with this Contract.

7. **Contingency Savings.** If the CONSTRUCTION MANAGER contingency funds are not used, the amount not spent ("Savings") shall be shared as follows; provided, however, that any liquidated damages due to CITY shall be deducted from any Savings due to CONSTRUCTION MANAGER:

- a. Twenty-five percent (25%) to CONSTRUCTION MANAGER and seventy-five percent (75%) to CITY.
- b. Except as provided herein, savings shall be calculated and paid as part of Final Payment, with the understanding that to the extent CONSTRUCTION MANAGER incurs costs after Final Completion which would have been payable to CONSTRUCTION MANAGER as a Cost of the Work, CONSTRUCTION MANAGER shall be entitled to payment from CITY for that portion of such costs that were distributed to CITY as Savings.

8. **Relationship of the Parties.** The CONSTRUCTION MANAGER accepts the relationship of trust and confidence established by this Agreement and covenants with the CITY as follows: to cooperate fully with the CITY and the CITY's Engineer of Record, Hydro Solutions Consulting, LLC, on this Project and exercise the CONSTRUCTION MANAGER's skill and judgment in furthering the interests of the CITY; to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the CITY's interests. The CITY agrees to furnish and approve, in a timely manner, information required by the CONSTRUCTION MANAGER and to make payments, in a timely manner, to the CONSTRUCTION MANAGER in accordance with the requirements of the Contract Documents.

9. **Labor and Materials.** The CONSTRUCTION MANAGER 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 reasonable inspection and approval of the CITY's representative.

10. **Owner Supplied Equipment.** The CITY is providing Owner Purchased Equipment ("Owner Equipment") to be incorporated into the Project by the CONSTRUCTION MANAGER. CONSTRUCTION MANAGER will take reasonable care to protect equipment from damage once it arrives on the Project site. CONSTRUCTION MANAGER will take proper and reasonable care while installing and commissioning Owner Equipment to not cause damage to the Owner Equipment.

11. **Term of Agreement.** This Agreement shall commence upon the date of execution and shall remain in effect until such time as the contracted services have been completed, and accepted by the CITY's authorized representative, unless earlier terminated in accordance with its provisions. Those portions imposing warranty requirements on CONSTRUCTION MANAGER will continue to remain in effect until completion of the expressed warranty periods.

12. **Commencement and Completion.** The CITY and the CONSTRUCTION MANAGER mutually agree time is of the essence, to that end, the CONSTRUCTION MANAGER will commence work upon receipt of a Notice to Proceed. Substantial Completion of the entire Project shall be reached no later than **560 CALENDAR DAYS** from the date of the Notice to Proceed. In executing this Agreement, CONSTRUCTION MANAGER affirms the time set for completion is reasonable.

Substantial Completion is dependent upon the CONSTRUCTION MANAGER not experiencing delays to the sequence of Work or production caused by CITY or those for whom CITY is responsible, including but not limited to Owner directed changes, architectural errors or omissions, and utility service providers (collectively, "Owner Delays"). In the event Owner Delays exceed eighteen (18) calendar days, then CONSTRUCTION MANAGER shall be entitled to recover its extended General Conditions costs. CONSTRUCTION MANAGER, in addition, shall be entitled to a time extension day for day for each day of delay to the Work caused by Owner Delays.

13. **Termination for Default.** If, through any cause, the CONSTRUCTION MANAGER 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” or other than for instances caused by CITY or CITY’s design professionals, consultants or contractors, the CITY shall thereupon have the right to terminate this Agreement by providing a written notice (show cause notice) to the CONSTRUCTION MANAGER requiring a written response due within TEN (10) 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 CONSTRUCTION MANAGER’s response. Should the CONSTRUCTION MANAGER fail to respond to such show cause notice, or if the CITY determines that the reasons provided by the CONSTRUCTION MANAGER for failure of the CONSTRUCTION MANAGER 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 CONSTRUCTION MANAGER 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 CONSTRUCTION MANAGER shall, at the option of the CITY, become CITY property, and the CONSTRUCTION MANAGER shall be paid just and equitable compensation for any conforming work completed on such materials.

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

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

The CONSTRUCTION MANAGER may terminate this Agreement for cause at any time ten (10) calendar days after the CONSTRUCTION MANAGER has delivered a Notice of Default to the

City and the City has failed to cure the material default. For purposes of this paragraph, it is a material default for the City to fail to make payment on time to the CONSTRUCTION MANAGER or to fail to provide information to the CONSTRUCTION MANAGER required by the CONSTRUCTION MANAGER to maintain the construction schedule.

14. **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.

15. **Termination for Convenience.** The CITY may terminate this Agreement at any time without cause by providing the CONSTRUCTION MANAGER 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 CONSTRUCTION MANAGER 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 CONSTRUCTION MANAGER shall be paid for services completed in accordance with the Contract Documents, less payment or compensation previously made. The CONSTRUCTION MANAGER shall not incur any additional expenses after receiving the written termination notice. In the event of a termination for convenience, the CITY shall be obligated to pay CONSTRUCTION MANAGER, in addition to all sums owed CONSTRUCTION MANAGER for conforming Work performed and materials supplied prior to the effective date of the termination, for all sums, losses and expenses CONSTRUCTION MANAGER incurs as a result of CONSTRUCTION MANAGER having to terminate contracts with its subcontractors and suppliers for this Project.

16. **Suspension by the City for Convenience.**

- a. The CITY may, without cause, order the CONSTRUCTION MANAGER in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the CITY may determine.
- b. The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in 11.a. Adjustment of the Contract Sum shall include overhead and profit. No adjustment shall be made to the extent
 - i. that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the CONSTRUCTION MANAGER is solely responsible.

17. **Changes in the Work.** Changes in the Work may be accomplished after execution of this Agreement, and without invalidating this Agreement, by written Amendment or Change Order approved by the CITY's legislative body or City Manager prior to any work related to the Change Order being performed.

- a. **Change Orders.** A Change Order is a written instrument prepared by the CONSTRUCTION MANAGER and signed by the CITY and

CONSTRUCTION MANAGER stating their agreement upon all of the following:

- i. The change in the Work;
- ii. The amount of the adjustment, if any, in the Contract Sum; and
- iii. The extent of the adjustment, if any, in the Contract Time.

18. **Guaranty of Faithful Performance and Payment.** - A Public Construction Bond (Performance and Payment Bond), written by a Surety firm satisfactory to the City of Leesburg on the forms attached hereto which comply with Section 255.05(1), Florida Statutes, will be required of the successful Bidder to guarantee that he will deliver a complete project under his Contract in strict accordance with the Contract Documents and that he will, after receiving payment from the CITY, pay promptly all persons supplying him with labor or materials for the work.

The Public Construction Bond shall be for an amount not less than the GMP as agreed to and amended by both parties.

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

The Surety must be rated as "A" or better as to strength by Best's Insurance Guide, published by Alfred M. Best Company, Inc., 75 Fulton Street, New York, New York.

Bonding Limit - Any One Risk: The Bonding Limit of the Surety shall not exceed ten (10) percent of the policy-holders surplus (capital and surplus) as listed by the aforementioned Best's Insurance Guide. The completed Bond shall be executed in four (4) counterparts and delivered to the City of Leesburg with the required Power-of-Authority and executed contract.

19. **Payments.** All Application for Payments shall be submitted on an Application for Payment acceptable to and approved by the CITY.

a. **Progress Payments for Work.**

- i. Based upon Applications for Payment submitted to the CITY or CITY's Representative by the CONSTRUCTION MANAGER, the CITY shall make progress payments on account of the Contract Sum to the CONSTRUCTION MANAGER as provided below and elsewhere in the Contract Documents.
- ii. The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.
- iii. Provided that (i) the Work described in the Application for Payment has been completed in accordance with the terms of the Contract Documents, and (ii) a complete and correct Application for Payment is received by the CITY, the CITY shall make payment of the amount properly due to the CONSTRUCTION MANAGER under the Contract Documents in accordance with Florida Statute 218.735 – *Timely payment for purchases of construction services*.
- iv. Each Application for Payment shall be based on the most recent schedule of values submitted by the CONSTRUCTION MANAGER in accordance

with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among the various portions of the Work, except that the CONSTRUCTION MANAGER's Fee and General Conditions line items shall be shown as single separate lump sum line items. CONSTRUCTION MANAGER's Fixed Fee and General Conditions line items shall be paid monthly on a pro-rated basis based on the contractual scheduled duration of the Project. For example, if the construction schedule calls for **560 days** to achieve Substantial Completion, then the CONSTRUCTION MANAGER's Fee and General Conditions line items shall each be paid at the rate of **5.35% per month** over the course of the fourteen-month Project.

- v. Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed; or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the CONSTRUCTION MANAGER on account of that portion of the Work for which the CONSTRUCTION MANAGER has made or intends to make actual payment prior to the next Application for Payment by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.
- vi. Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:
 - 1. Work completed;
 - 2. Stored Materials as approved by the CITY;
 - 3. CONSTRUCTION MANAGER's fee computed as a per month amount;
 - 4. CONSTRUCTION MANAGER's general conditions applicable to the period covered by the Application for Payment.
- vii. The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the CITY, if the Architect has evidence that such action is necessary to protect the CITY from loss due to actions or omissions of the CONSTRUCTION MANAGER or its subcontractors and suppliers. If the Architect is unable to certify payment in the amount of the Application, the Architect will promptly notify the CONSTRUCTION MANAGER and CITY in writing. If the CONSTRUCTION MANAGER and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect reasonably believes necessary under the circumstances to protect the CITY. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary based on evidence in the possession of Architect to reasonably protect the CITY from loss for which the CONSTRUCTION MANAGER is responsible, including loss resulting from acts and omissions because of:

1. defective Work not remedied after written notice is delivered by the CITY;
2. third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the CITY is provided by the CONSTRUCTION MANAGER;
3. failure of the CONSTRUCTION MANAGER, after receiving payment from the CITY, to make payments properly to Subcontractors or for labor, materials or equipment;
4. reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
5. damage to the CITY or a separate contractor;
6. reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
7. repeated failure to carry out the Work in accordance with the Contract Documents.

viii. When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

20. **Retainage.** This Project is a construction project and is subject to withholding of Retainage in accordance with Florida Statute 255.078 Public Construction Retainage. The retained amount will be applied in accordance with the Florida Statute in effect at the time the City Advertised the Request for Proposals on this project, February 28, 2020.

Retainage shall not be withheld from progress payments for the CONSTRUCTION MANAGER's Fee or General Conditions.

21. **Final Payment.**

- a. Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the CITY to the CONSTRUCTION MANAGER when:
 - i. the CONSTRUCTION MANAGER has fully performed the Contract except for the CONSTRUCTION MANAGER's responsibility to correct Work and to satisfy other requirements, if any, which extend beyond final payment;
 - ii. the CONSTRUCTION MANAGER has submitted a final accounting for the Cost of the Work and a final Application for Payment;
 - iii. a final Certificate for Payment has been issued by the Architect;
 - iv. the CONSTRUCTION MANAGER has delivered to the CITY a complete list of Subcontractors and Suppliers on the Project, including addresses and telephone numbers;
 - v. the CONSTRUCTION MANAGER has delivered to the CITY evidence reasonably acceptable to the CITY that the Work has passed all requisite governmental inspections including any Certificate of Occupancy or Certificate of Completion;

- vi. the CONSTRUCTION MANAGER has delivered to the CITY an indexed, loose leaf binder or a CD in such format as required by the CITY containing all maintenance manuals, temporary and final certificates of completion or occupancy, as applicable, and warranty documents applicable to the Work;
 - vii. the CONSTRUCTION MANAGER has delivered all as-built documents required by the Contract Documents;
 - viii. the CONSTRUCTION MANAGER has delivered to the CITY a CONSTRUCTION MANAGER's final payment affidavit in statutory form;
 - ix. the CONSTRUCTION MANAGER has delivered to the CITY conditional final waivers and lien releases executed by the CONSTRUCTION MANAGER and all Subcontractors and Suppliers serving a Notice to CITY;
 - x. the CONSTRUCTION MANAGER has delivered to the CITY any and all other items required by the Contract Documents;
 - xi. the CONSTRUCTION MANAGER has delivered a Consent of Surety (if any) to release of final payment; and,
 - xii. the CONSTRUCTION MANAGER has completed all items on CITY's punch list.
- b. The CITY's Designated Representative shall review and report in writing on the CONSTRUCTION MANAGER's final accounting within 30 days after delivery of the final accounting to the Architect by the CONSTRUCTION MANAGER. Based upon the GMP Schedule as the CITY's auditors report to be substantiated by the CONSTRUCTION MANAGER's final accounting, and provided the other conditions of 16.a. have been met, the Architect will, within seven calendar days after receipt of the written report of the CITY's Designated Representative, either issue to the CITY a final Certificate for Payment with a copy to the CONSTRUCTION MANAGER, or notify the CONSTRUCTION MANAGER and CITY in writing of the Architect's reasons for withholding a certificate as provided in the Contract Documents.
- c. If the CITY's audit of the final amount as substantiated by the CONSTRUCTION MANAGER's final accounting to be less than claimed by the CONSTRUCTION MANAGER, the CONSTRUCTION MANAGER shall be entitled to request mediation of the disputed amount. A request for mediation shall be made by the CONSTRUCTION MANAGER within 30 days after the CONSTRUCTION MANAGER's receipt of a copy of the Architect's final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the CITY's Designated Representative becoming binding on the CONSTRUCTION MANAGER. Pending a final resolution of the disputed amount, the CITY shall pay the CONSTRUCTION MANAGER the amount certified in the Architect's final Certificate for Payment in exchange for the close out documents required by this Agreement (excluding any final waiver

or release from CONSTRUCTION MANAGER and its subcontractors and suppliers).

- d. The CITY's final payment to the CONSTRUCTION MANAGER shall be made no later than ten (10) calendar days after the satisfaction of the conditions set forth in 16.a above.

22. **Discounts.** Cash discounts, trade discounts, rebates, refunds resulting from the CONSTRUCTION MANAGER's early payments to vendors shall accrue to the CONSTRUCTION MANAGER.

23. **Subcontracts and Other Agreements.**

- a. Work performed by Subcontractors shall be performed under subcontracts or by other appropriate written agreements with the CONSTRUCTION MANAGER. Each subcontract shall be awarded based on the CONSTRUCTION MANAGER's sole decision as to the subcontractor's capability to perform the work.
- b. CONSTRUCTION MANAGER may self-perform a portion of the Work when CONSTRUCTION MANAGER believes that it is in the best interest of CITY due to, for example, CONSTRUCTION MANAGER's ability to use its own available employees to perform the Work without interruption to the schedule and loss of time.

24. **Insurance Requirements.**

- a. Scope of Insurance - The CONSTRUCTION MANAGER shall procure and maintain at its own expense, the following minimum insurance coverage, unless otherwise specified in the Contract Documents.
 - i. All required insurance shall be provided by insurers acceptable to the CITY with an A.M. Best rating of at least A: VII.
 - ii. The CONSTRUCTION MANAGER shall require, and shall be responsible for assuring that any and all of its subcontractors secure and maintain such insurance that are required by law to be provided on behalf of their employees and others until the completion of that subcontractors work.
 - iii. The required insurance shall be secured and maintained for not less than the limits required by the CITY, or as required by law, whichever is greater.
 - iv. The required insurance shall not limit the liability of the CONSTRUCTION MANAGER. The CITY does not represent these coverages or amounts to be adequate or sufficient to protect the CONSTRUCTION MANAGER's interests or liabilities, but are merely required minimums.
 - v. The provisions of the required insurance are subject to the approval of the City's Risk Manager, and upon request, the CONSTRUCTION MANAGER shall make available certified copies of the various policies for inspection.
 - vi. All liability insurance, except professional liability, shall be written on an occurrence basis.
 - vii. The CONSTRUCTION MANAGER waives its right of subrogation recovery against the CITY to the extent permitted by its insurance policies.

- viii. Insurance required of the CONSTRUCTION MANAGER, or any other insurance of the CONSTRUCTION MANAGER shall be considered primary, and insurance of the CITY, if any, shall be considered excess as applicable to any covered claims which arise out of the Agreement.
- b. Certificate of Insurance - The CONSTRUCTION MANAGER shall provide evidence of required minimum insurance by providing the CITY an ACORD or other Certificate of Insurance in forms reasonably acceptable to the Risk Manager for the CITY, before any Work under the Agreement begins.
 - i. Except for workers' compensation and professional liability, the CONSTRUCTION MANAGER's insurance policies shall be endorsed to name the City of Leesburg as additional insured to the extent of the Agreement.
 - ii. The Certificate(s) of Insurance shall designate the CITY as certificate holder as follows: City of Leesburg, Attn: Purchasing Manager, P.O. Box 490630, Leesburg, Florida 34749-0630.
 - iii. The Certificate(s) of Insurance shall include a reference to the project and/or purchase order number.
 - iv. The Certificate(s) of Insurance shall indicate that the CITY shall be notified at least thirty (30) days in advance of cancellation.
 - v. The Certificate(s) of Insurance shall include all deductibles and/or self-insurance retentions for each line of insurance coverage.
 - vi. The CONSTRUCTION MANAGER, 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 CONSTRUCTION MANAGER's liability coverage(s).
- c. Comprehensive General Liability - The CONSTRUCTION MANAGER shall purchase and maintain Commercial General Liability coverage on forms no more restrictive than the latest editions of the Commercial General Liability policies of the Insurance Services Office (ISO). The Commercial General Liability policy shall provide minimum limits of \$1,000,000 per occurrence combined single limit that includes coverage for bodily and personal injury and property damage liability for premises, operations, products and completed operations*, independent CONSTRUCTION MANAGERS, Contractual liability covering the Agreement, broad form property damage coverage, and property damage resulting from explosion, collapse or underground exposures (x, c, u).
 - i. For remodeling and construction projects, the CONSTRUCTION MANAGER shall purchase and maintain products and completed operations coverage for a minimum of three (3) years beyond the CITY's acceptance of the project.
- d. Business Automobile Liability - The CONSTRUCTION MANAGER shall purchase and maintain Business Automobile Liability coverage on forms no more restrictive than the latest editions of the Business Automobile Liability policies of the Insurance Services Office (ISO). The Business Automobile

Liability policy shall provide minimum limits of \$1,000,000 per occurrence combined single limit that includes coverage for claims for bodily injury and property damage arising from the use of motor vehicles, including on-site and off-site operations, and owned, non-owned and hired vehicles, and employee non-ownership use.

- e. Workers' Compensation - The CONSTRUCTION MANAGER shall purchase and maintain Workers' Compensation insurance for all workers' compensation obligations imposed by state law and with employers liability limits of at least \$100,000 each accident and \$100,000 each employee with \$500,000 policy limit for disease.
- f. Builders Risk - Prior to the commencement of construction and as a condition precedent to CONSTRUCTION MANAGER actually commencing construction activities on site, CONSTRUCTION MANAGER shall be responsible for procuring an "all risk" Builder's Risk insurance policy covering the total value of the improvements under construction with a policy limit not less than the amount of the GMP. Any deductibles under such policy shall be paid by the CITY unless the loss was caused by the negligence or fault of CONSTRUCTION MANAGER or those for whom CONSTRUCTION MANAGER is responsible. . The Builder's Risk Policy shall insure the interests of CITY, CONSTRUCTION MANAGER and all subcontractors and suppliers as their interests appear.
- g. Premiums- The CITY shall pay CONSTRUCTION MANAGER for the cost of all insurance and surety products covering CONSTRUCTION MANAGER or its Subcontractors and suppliers and required hereunder. The Phase 1 GMP and any subsequent GMP Amendments shall include in the GMP the cost of all bonding and insurance coverage required by this Agreement or any subsequent modifications to this Agreement.

25. **Waiver of Lien.** Conditioned upon the CITY making payment first to CONSTRUCTION MANAGER for work performed and material and equipment supplied by a subcontractor or supplier, the CONSTRUCTION MANAGER agrees to make payment of all proper charges for labor and materials supplied and subject to the foregoing condition CONSTRUCTION MANAGER shall hold harmless the CITY against any claim arising out of any unpaid bills for labor, services, or materials furnished for the project covered by this Agreement.

26. **Indemnification.** This Agreement is a "construction contract" as defined in and encompassed by the provision of Florida Statutes § 725.06, the following indemnification provision shall apply.

The CONSTRUCTION MANAGER shall indemnify the CITY and hold it, its officers, and its employees harmless from liabilities, losses, and costs, including, but not limited to, reasonable attorney's fees to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the CONSTRUCTION MANAGER and persons employed or utilized by the CONSTRUCTION MANAGER in the performance of this Agreement.

27. **Codes, Laws, and Regulations.** CONSTRUCTION MANAGER will comply with the permitted design requirements included in this Agreement as it may be modified by Amendment or Change Order.

28. **Permits, Licenses, and Fees.** CONSTRUCTION MANAGER will obtain and pay for all trade permits and licenses required by law that are associated with the CONSTRUCTION MANAGER'S performance of the Scope of Services. All trade permits and licenses required by law or requirements of the Request for Proposal will remain in force for the full duration of this Agreement and any extensions. The CITY will pay for the building permit and any and all impact fees, connection fees and other fees and costs related to the Work other than the trade permits which are the responsibility of the CONSTRUCTION MANAGER.

29. **Accounting Records.** The CONSTRUCTION MANAGER shall keep full and detailed records and accounts related to the Cost of the Work and exercise such controls as may be necessary for proper financial management under this Contract and to substantiate all Cost of the Work incurred. The CITY and the CITY's auditors shall, during regular business hours and upon reasonable advance notice no less than two working days in advance, be afforded access to, and shall be permitted to audit and copy, the CONSTRUCTION MANAGER's records and accounts, including complete documentation supporting accounting entries, books, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, purchase orders, vouchers, memoranda, subcontractor invoices, subcontractor payment applications and other data relating to this Contract.

CONSTRUCTION MANAGER's evidence of Cost of the Work for reimbursements shall consist of actual copies of invoices, applications for payment and any other form of billing from its subcontractors and suppliers. CONSTRUCTION MANAGER's Fixed Fee amounts and General Conditions amounts are negotiated lump sum amounts and are not subject to audit.

30. **Public Records Retention.** CONSTRUCTION MANAGER 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 CONSTRUCTION MANAGER herein. CONSTRUCTION MANAGER 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. CONSTRUCTION MANAGER 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. CONSTRUCTION MANAGER shall meet all requirements for retaining public records and transfer, at no cost, to the CITY all public records in possession of the CONSTRUCTION MANAGER 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 CONSTRUCTION MANAGER in a format that is compatible with the information technology systems of the CITY.

31. **Access to Records.** The services provided under this Agreement may be funded in part by a grant from a government agency other than the CITY. As a requirement of grant funding CONSTRUCTION MANAGER shall make records related to this project available for

examination to any local, state or federal government agency, or department, during CONSTRUCTION MANAGER'S normal business hours. Said records will be maintained for a period of five (5) years after the date of the invoice.

32. **Contingent Fees Prohibited.** The CONSTRUCTION MANAGER warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the CONSTRUCTION MANAGER, 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 CONSTRUCTION MANAGER 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.

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

Any goods and/or services purchased as a result of this 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 initiate corrective action on the part of the CONSTRUCTION MANAGER, to include return of any non-compliant goods to the CONSTRUCTION MANAGER at the CONSTRUCTION MANAGER's expense, requiring the CONSTRUCTION MANAGER to either provide a direct replacement for the item, or a full credit for the returned item. The CONSTRUCTION MANAGER 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.

This project will be inspected by an authorized representative of the CITY. This inspection shall be performed to determine acceptance of work, appropriate invoicing, and warranty conditions.

34. **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 CONSTRUCTION MANAGER specially and uniquely for this Project (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 CONSTRUCTION MANAGER 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 CONSTRUCTION MANAGER.

35. **Independent Contractor.** The CONSTRUCTION MANAGER 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 CONSTRUCTION MANAGER. CONSTRUCTION MANAGER 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 CONSTRUCTION MANAGER shall be solely and primarily responsible for his and her acts during the performance of this Agreement.

36. **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.

37. **No Third-Party Beneficiaries.** This Agreement gives no rights or benefits to anyone other than the CONSTRUCTION MANAGER and the CITY.

38. **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.

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

CONSTRUCTION MANAGER Contact Information

Name/Title: Erik L. Anderson, Project Executive
Address: 750 Monroe Road
City, State & Zip: Sanford, Florida 32771
Telephone: Mobile-(407)947-1432 / Office-(407)321-8410
Email Address: eanderson@whartonsmith.com

CITY Contact Information

Name/Title: Cliff Kelsey, Public Works Director
Address: 501 W. Meadow Street
City, State & Zip: Leesburg, Florida 34748
Telephone: (352)728-9786 x2411
Email Address: cliff.kelsey@leesburgflorida.gov

40. **Approval of Personnel.** The CITY reserves the right to approve the contact person and the persons actually performing the services on behalf of CONSTRUCTION MANAGER 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

CONSTRUCTION MANAGER pursuant to this Agreement, CITY may require CONSTRUCTION MANAGER assign a different person or persons be designated to be the contact person or to perform the CONSTRUCTION MANAGER services hereunder.

41. **Disclosure of Conflict.** The CONSTRUCTION MANAGER 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 CONSTRUCTION MANAGER and his duties under this Agreement.

42. **Warranty.** CONSTRUCTION MANAGER warrants the Work against defects in materials or workmanship for a period of one year following Substantial Completion. CONSTRUCTION MANAGER shall, at no cost to CITY, repair or replace any defective or non-conforming Work when notified within the one-year warranty period. The CONSTRUCTION MANAGER's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the CONSTRUCTION MANAGER, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage.

The CONSTRUCTION MANAGER hereby acknowledges and agrees that all materials, except where recycled content is specifically requested, supplied by the CONSTRUCTION MANAGER in conjunction with this Agreement shall be new and in accordance with the requirements of the Contract Documents.

43. **Risk of Loss.** The CONSTRUCTION MANAGER assumes the risk of loss of damage to the CITY's property during possession of such property by the CONSTRUCTION MANAGER, and until delivery to, and payment for that property by the CITY. The CONSTRUCTION MANAGER and the CITY shall immediately repair, replace or make good on the loss or damage without cost to the other party depending upon when the loss occurs and who bears the risk of loss, whether the loss or damage results from acts or omissions (negligent or not) of the CONSTRUCTION MANAGER, the CITY or a third party. The parties agree that the intent is for the Builder's Risk Policy to insure the improvements and the material on site during the construction phase until a Certificate of Occupancy is issued.

44. **Illegal Alien Labor -** CONSTRUCTION MANAGER 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. CONSTRUCTION MANAGER 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 CONSTRUCTION MANAGER that the subcontractor is in compliance with the terms stated within. The CONSTRUCTION MANAGER nor any subcontractor employed by him shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. CONSTRUCTION MANAGER 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 CONSTRUCTION MANAGER. Failure to meet this requirement may result in termination of the Agreement by the CITY.

45. **Employment Eligibility.** Effective 12:01 AM EST January 1, 2021, the CONSTRUCTION MANAGER becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., “Employment Eligibility.” This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply will lead to termination of this Agreement, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than TWENTY (20) calendar days after the date of termination. If this contract is terminated for a violation of the statute by the CONSTRUCTION MANAGER, the CONSTRUCTION MANAGER may not be awarded a public contract for a period of ONE (1) year after the date of termination.

46. **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.

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

[Signature page follows.]

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

WHARTON-SMITH, INC.

By: _____

Printed: _____

Title: _____

CITY OF LEESBURG, FLORIDA

Elise Dennison, Mayor

ATTEST:

J. Andi Purvis, City Clerk

APPROVED AS TO FORM:

Fred A. Morrison, City Attorney

ATTACHMENT 'A'
SUPPLEMENTAL CONDITIONS – CONSTRUCTION

1. DEFINITIONS

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

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

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

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

2. INSPECTION OF WORK.

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

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

shall, if required by the Project Representative, be uncovered for examination at the CONSTRUCTION MANAGER's expense.

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

3. TESTS

The Project Representative will have the right to require all materials to be submitted to test prior to incorporation in the work. In some instances, it may be expedient to make these tests at the source of supply and for this reason it is requested that the CONSTRUCTION MANAGER furnish the source

before incorporating material in the work. This does not in any way obligate the Project Representative to perform tests for acceptance of material and does not relieve the CONSTRUCTION MANAGER of his responsibility to furnish satisfactory material. The CONSTRUCTION MANAGER shall furnish two copies of manufacturer's certificate of compliance with these specifications covering manufactured items incorporated in the work.

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

4. TOOLS, PLANT AND EQUIPMENT

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

5. COLLECTION AND DISPOSAL OF WASTE

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

6. BURNING OF DEBRIS

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

7. MAINTENANCE OF TRAFFIC

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

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

8. PROTECTION AGAINST POLLUTION

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

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

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

9. TEMPORARY FENCING AND BARRICADES

The CONSTRUCTION MANAGER shall at his cost erect barricades sufficient to prevent injury to persons or damage to property, including the CONSTRUCTION MANAGER's personal property and materials. The CITY shall not be held responsible for the loss, theft, or vandalism of the CONSTRUCTION MANAGER's equipment or other personal property, including construction materials and supplies. Fences shall be constructed to prevent entry of unauthorized persons; cover trenches and holes when not in use; erect barriers at sharp changes in plane more than four (4) feet high. Should construction operations temporarily obstruct road passage, the CONSTRUCTION MANAGER shall at his cost provide suitable flagmen to control vehicular

traffic on the road. Permits to use construction equipment on Florida Department of Transportation Right-of-Way shall be secured by the CONSTRUCTION MANAGER prior to actual beginning of work. The CONSTRUCTION MANAGER shall, at his cost, remove all temporary protection from the work site upon completion of the work.

10. WORKMANSHIP, MATERIALS, APPLIANCES, AND EMPLOYEES

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

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

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

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

11. GENERAL QUALITY AND STANDARDS

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

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

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

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

These specifications consider the project as a whole and assume its completion under a general contract. Further, the scope of subcontracts and the quantities of materials and labor supplied to the CONSTRUCTION MANAGER by others are assumed to be matters governed by agreement

between the CONSTRUCTION MANAGER and his Subcontractors and suppliers and not by agreement between the CITY and any Subcontractor or suppliers.

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

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

During the construction operations under this contract, the CITY may elect to contract other work for the project. The CONSTRUCTION MANAGER shall coordinate his operations with those of any other such CONSTRUCTION MANAGERS as well as any work of constructing or adjusting utilities by any other authorities, to the end that the least practical handicap to the work of all such CONSTRUCTION MANAGERS or authorities will result.

12. PROJECT COORDINATION

The CONSTRUCTION MANAGER shall coordinate construction operations that are dependent upon each other for proper installation, connection and operation. The CONSTRUCTION MANAGER shall make adequate provisions to accommodate items scheduled for later installation.

The CONSTRUCTION MANAGER shall inspect both the substrate and conditions under which the work is to be performed. The CONSTRUCTION MANAGER shall not proceed until unsatisfactory conditions have been corrected in an acceptable manner.

The CONSTRUCTION MANAGER shall inspect materials or equipment immediately upon delivery and again prior to installation. The CONSTRUCTION MANAGER shall reject damaged and defective items.

The CONSTRUCTION MANAGER shall supervise construction activities to ensure that no part of the construction is subject to deleterious exposure during the construction period. Where applicable, such exposures include, but are not limited to, the following: Unprotected storage, Improper shipping and handling, Theft, Vandalism.

13. COORDINATION WITH UTILITY COMPANIES

CONSTRUCTION MANAGER shall coordinate with all utility installations. CONSTRUCTION MANAGER shall notify the appropriate utility companies, in writing, adequately in advance of the time frame set aside for such utility installation. The utility companies referred to herein shall include, but not be limited to, Power, Gas, Telephone, and Cable Television. CONSTRUCTION

MANAGER shall coordinate the installation of “sleeves” for the utility companies as may be required.

CONSTRUCTION MANAGER shall supply the CITY with copies of all correspondence notifying the utility companies of his intended schedule of construction and the expected date for their respective utility installations. Written notices shall be sent to the utility companies at sixty (60) days, thirty (30) days and two (2) weeks prior to the time at which the utility installation should begin.

14. SUPERVISION

CONSTRUCTION MANAGER shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. CONSTRUCTION MANAGER shall be solely responsible for the means, methods, techniques, sequences and procedures of construction. CONSTRUCTION MANAGER shall be responsible to see that the finished Work complies accurately with the Contract Documents.

If the CONSTRUCTION MANAGER, in the course of the work, finds any discrepancy between the drawings and the physical conditions of the locality, or any errors or omissions in the drawing or in layout as given by points and instructions, it shall be his duty to immediately inform the Project Representative, in writing, and the Project Representative will promptly verify the same. Any work done after such discovery, until authorized, will be done at the CONSTRUCTION MANAGERS' risk.

15. CONSTRUCTION SUPERINTENDENT

CONSTRUCTION MANAGER shall employ a Construction Superintendent who shall be present on-site or available throughout the duration of the project and shall remain associated with the project until completion unless otherwise requested to be replaced by the CITY. The superintendent shall be experienced in the work required and perform all coordination activities generally conducted by project superintendents including, but not limited to, subcontractor coordination, utility installations, inspections, testing, material deliveries, etc. The superintendent shall be present at the pre-construction meeting and shall remain on the project until completion. The owner reserves the right to request a resume of experience for the superintendent including, but not limited to, requesting references from recent projects. Substitution of superintendents after the start of the work shall be approved by the owner in advance. All communications given to the superintendent shall be as binding as if given to CONSTRUCTION MANAGER.

16. WAGE RATES/EQUAL EMPLOYMENT OPPORTUNITY

Wage rates for laborers, mechanics and apprentices shall not be less than those established by the Florida Department of Labor and Employment Security and/or the United States Department of Labor for this work, as may be attached hereto. The CONSTRUCTION MANAGER must insure

Equal Employment Opportunity as part of the awarded contract and also subcontracts awarded by the CONSTRUCTION MANAGER.

17. SUBCONTRACTS

The CONSTRUCTION MANAGER shall, as soon as practicable after signing the contract, notify the Project Representative in writing of any changes in the names of subcontractors proposed for the work as listed on the bid form. The CONSTRUCTION MANAGER shall not employ subcontractors, unless they are approved by the Project Representative.

The CONSTRUCTION MANAGER agrees that he is as fully responsible to the CITY for the acts and omissions of his subcontractors and of persons, either directly or indirectly, employed by them, as he is for the acts and omissions of persons directly employed by him.

Nothing contained in the contract documents shall create any contractual relation between any subcontractors and the CITY.

18. PRE-CONSTRUCTION MEETING

The CITY shall schedule a meeting after the Notice of Award. The Project Representative, Engineer, and CONSTRUCTION MANAGER shall attend this mandatory meeting. The following items shall be completed:

- a. Submission of list of Subcontractors, Schedule of Values and Progress Schedule.
- b. Designation of Personnel representing the parties in Contract, and the Engineer.
- c. Use of premises by CITY and the CONSTRUCTION MANAGER.
- d. Survey layout and scheduling.
- e. Security and housekeeping procedures.
- f. Requirements for start-up of equipment.
- g. Inspection and acceptance of equipment put into service during construction period.

At least ten (10) days before submission of the first Application for Payment a conference attended by CONSTRUCTION MANAGER, Engineer and others as appropriate will be held to finalize the schedules submitted by CONSTRUCTION MANAGER. The finalized progress schedule will be acceptable to Engineer as providing an orderly progression of the Work to completion within the Contract Time, but such acceptance will neither impose on Engineer responsibility for the progress or scheduling of the Work nor relieve CONSTRUCTION MANAGER from full responsibility thereto. The finalized schedule of Shop Drawing submissions will be acceptable to Engineer as providing a workable arrangement for processing the submissions. The finalized schedule of values will be acceptable to Engineer as to form and substance.

19. ORDER OF COMPLETION

The CONSTRUCTION MANAGER shall submit at such times as may be requested by the Project Representative, schedules which shall show the order in which the CONSTRUCTION MANAGER proposes to carry on the work with dates on which the CONSTRUCTION MANAGER will start the several parts of the work and estimated dates of completion of the several

parts. The CITY retains the right to dictate to the CONSTRUCTION MANAGER the order of completion of the work.

20. MATERIALS AND EQUIPMENT SCHEDULES

As soon as practicable and within ten (10) days after the date of award of contract and before any material or equipment is purchased, the CONSTRUCTION MANAGER will submit to the CITY for approval a complete list, in triplicate, of materials to be incorporated in the work and samples of each listed material. The list shall include catalog numbers, cuts, diagrams; drawings and such other descriptive data as may be required. No consideration will be given to partial lists submitted from time to time. Approval of materials will be based on manufacturers' published ratings. Any materials listed that are not in accordance with the specification requirements may be rejected.

When one or more manufacturer's items are specified, it shall be understood that the item(s) so specified are hereby approved as to suitability and no substitutions will be permitted unless followed by such qualifying phrases as equal "approval equal" or "as approved" in which case the approval of the CITY for items not specified shall be obtained before they may be used.

21. CONSTRUCTION MANAGER'S REQUESTS FOR INTERPRETATION (RFIs)

Should CONSTRUCTION MANAGER be unable to determine from the Contract Documents the exact material, process, or system to be installed; or when the elements of construction are required to occupy the same space (interference); or when an item of Work is described differently at more than one place in the Contract Documents; the CONSTRUCTION MANAGER shall request that the Architect/Engineer (AE), or CITY Representative, make an interpretation of the requirements of the Contract Documents to resolve such matters. CONSTRUCTION MANAGER shall comply with procedures specified herein to make Requests for Interpretation (RFIs).

- a. Submission of RFIs: RFIs shall be prepared and submitted on a form provided by the CITY.
 - i. Forms shall be completely filled in, and if prepared by hand, shall be fully legible after copying by xerographic process.
 - ii. Each RFI shall be given a discrete, consecutive number.
 - iii. Each page of the RFI and each attachments to the RFI shall bear the CITY's project name, project number, date, RFI number and a descriptive title.
 - iv. CONSTRUCTION MANAGER shall sign all RFIs attesting to good faith effort to determine from the Contract Documents the information requested for interpretation. Frivolous RFIs shall be subject to reimbursement from CONSTRUCTION MANAGER to CITY for fees charged by A/E, A/E consultants and other design professionals engaged by the CITY.
- b. Subcontractor-Initiated and Supplier-Initiated RFIs: RFIs from subcontractors and material suppliers shall be submitted through, be reviewed by and be attached to an RFI prepared, signed and submitted by CONSTRUCTION MANAGER. RFIs submitted directly by subcontractors or material suppliers will be returned unanswered to the CONSTRUCTION MANAGER.

- i. CONSTRUCTION MANAGER shall review all subcontractor- and supplier-initiated RFIs and take actions to resolve issues of coordination, sequencing and layout of the Work.
- c. RFIs submitted to request clarification of issues related to means, methods, techniques and sequences of construction or for establishing trade jurisdictions and scopes of subcontracts will be returned without interpretation. Such issues are solely the CONSTRUCTION MANAGER'S responsibility.
- d. CONSTRUCTION MANAGER shall be responsible for delays resulting from the necessity to resubmit an RFI due to insufficient or incorrect information presented in the RFI.
- e. Requested Information: CONSTRUCTION MANAGER shall carefully study the Contract Documents to ensure that information sufficient for interpretation of requirements of the Contract Documents is not included. RFIs that request interpretation of requirements clearly indicated in the Contract Documents will be returned without interpretation.
 - i. In all cases in which RFIs are issued to request clarification of issues related to means, methods, techniques and sequences of construction, for example, pipe and duct routing, clearances, specific locations of Work shown diagrammatically, apparent interferences and similar items, the CONSTRUCTION MANAGER shall furnish all information required for the A/E or CITY's Representative to analyze and/or understand the circumstances causing the RFI and prepare a clarification or direction as to how the CONSTRUCTION MANAGER shall proceed.
 - ii. If information included with this type RFI by the CONSTRUCTION MANAGER is insufficient, the RFI will be returned unanswered.
- b. Unacceptable Uses for RFIs: RFIs shall not be used to request the following:
 - i. Approval of submittals
 - ii. Approval of substitutions
 - iii. Changes that entail change in Contract Time and Contract Sum
 - iv. Different methods of performing Work than those indicated in the Contract Drawings and Specifications
- c. Disputed Requirements: In the event the CONSTRUCTION MANAGER believes that a clarification by the CITY's A/E, or Representative, results in additional cost or time, CONSTRUCTION MANAGER shall comply with the method for requesting a Change Order.
- d. RFI Log: CONSTRUCTION MANAGER shall prepare and maintain a log of RFIs, and at any time requested by the CITY's Representative, the CONSTRUCTION MANAGER shall furnish copies of the log showing all outstanding RFIs.
- e. Review Time: Architect/Engineer or CITY Representative (CITY) shall return RFIs to CONSTRUCTION MANAGER and within five (5) calendar days of receipt. RFIs received after 12:00 noon shall be considered received on the next regular working day for the purpose of establishing the start of the five-calendar day response period.

22. SUBMITTAL REQUIREMENTS OF CONSTRUCTION MANAGER

After checking and verifying all field measurements and after complying with applicable procedures specified in the General Requirements, CONSTRUCTION MANAGER shall submit to Engineer for review in accordance with the accepted schedule of Shop Drawing submissions, or for other appropriate action if so indicated in the Special Conditions, five copies (unless otherwise specified in the General Requirements) of all Shop Drawings, which will bear a stamp or specific written indication that CONSTRUCTION MANAGER has satisfied CONSTRUCTION MANAGER'S responsibilities under the Contract Documents with respect to the review of the submission. All submissions will be identified as Engineer may require. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials and similar data to enable Engineer to review the information as required.

CONSTRUCTION MANAGER shall also submit to Engineer for review with such promptness as to cause no delay in Work, all samples required by the Contract Documents. All samples will have been checked by and accompanied by a specific written indication that CONSTRUCTION MANAGER has satisfied CONSTRUCTION MANAGER'S responsibilities under the Contract Documents with respect to the review of the submission and will be identified clearly as to material, Supplier, pertinent data such as catalog numbers and the use for which intended.

Before submission of each Shop Drawing or sample CONSTRUCTION MANAGER shall have determined and verified all quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers and similar data with respect thereto and reviewed or coordinated each Shop Drawing or sample with other Shop Drawings and samples and with the requirements of the Work and the Contract Documents.

At the time of each submission, CONSTRUCTION MANAGER shall give Engineer specific written notice of each variation that the Shop Drawings or samples may have from the requirements of the Contract Documents, and in addition, shall cause a specific notation to be made on each Shop Drawing submitted to Engineer for review of each such variation.

Engineer will review with reasonable promptness Shop Drawings and samples, but Engineer's review will be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents and shall not extend to means, methods, techniques, sequences or procedures of construction (except where a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents) or to safety precautions or programs incident thereto. The review of a separate item as such will not indicate review of the assembly in which the item functions. CONSTRUCTION MANAGER shall make corrections required by Engineer, and shall return the required number of corrected copies of Shop Drawings and submit as required new samples for review. CONSTRUCTION MANAGER shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

Engineer's review of Shop Drawings or samples shall not relieve CONSTRUCTION MANAGER from responsibility for any variation from the requirements of the Contract Documents unless

CONSTRUCTION MANAGER has in writing called Engineer's attention to each such variation at the time of submission as required by this Article and Engineer has given written review each such variation by a specific written notation thereof incorporated in or accompanying the Shop Drawing or sample review; nor will any review by Engineer relieve CONSTRUCTION MANAGER from responsibility for errors or omissions in the Shop Drawings or from responsibility for having complied with the provisions herein.

Where a Shop Drawing or sample is required by the Specifications, any related Work performed prior to Engineer's review of the pertinent submission will be the sole expense and responsibility of CONSTRUCTION MANAGER.

23. CHANGES IN THE WORK

Any Change in the Work will be documented in writing and approved by the CITY in writing. Changes that increase the cost of the work may need to be approved by CITY Commission depending on the dollar value of the increase change order. No work may be performed prior to the change being approved by CITY.

The Contract Price constitutes the total compensation payable to the CONSTRUCTION MANAGER for performing the work. All duties, responsibilities and obligations assigned to or undertaken by the CONSTRUCTION MANAGER shall be at his expense without change in the Contract Price.

The Contract Price may only be changed by a Change Order. Any claim for an increase in the Contract Price, shall be delivered in writing to the CITY and the Engineer within fifteen days of the occurrence of the event giving rise to the claim. Notice of the amount of the claim with supporting data shall be delivered within forty-five days of such occurrence unless the Engineer allows an additional period of time to ascertain accurate cost data. All claims for adjustments in the Contract Price shall be determined by the Engineer if the CITY and CONSTRUCTION MANAGER cannot otherwise agree on the amount involved. The Engineer(s) decision shall be final and binding. Any change in the Contract Price resulting from any such claim shall be incorporated in a Change Order.

The value of any work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:

- a. where the work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved, or
- ii. by mutual acceptance of a lump sum, or
- b. on the basis of the cost of the work plus a CONSTRUCTION MANAGER's fee for overhead and profit.

24. DETAIL DRAWINGS AND INSTRUCTIONS

The CITY will furnish, with reasonable promptness, additional instructions by means of drawings or otherwise, necessary for the proper execution of the work. All such drawings and instructions

will be consistent with the contract documents, true developments thereof and reasonably inferable therefrom.

25. OWNERSHIP OF DRAWINGS

All drawings, specifications and copies thereof furnished by the CITY are the property of the CITY. They are not to be used on other work and, with the exception of the signed contract set, are to be returned to the CITY, at the request of the CITY upon the completion of the work.

26. SURVEYS, PERMITS AND REGULATIONS

The CITY will furnish horizontal and vertical control necessary to layout the work in an orderly and workmanlike manner.

Horizontal Control furnished by the CITY shall consist of adequately marked property corners or offset corners, with dimensions as shown on the drawings. Vertical Control will consist of benchmarks established within the immediate area of the work.

It shall be the responsibility of the CONSTRUCTION MANAGER to furnish all construction layout of the work, including, but not limited to, layout and elevations for the construction and final grade of the site.

The CONSTRUCTION MANAGER shall maintain and preserve all stakes and marks established by the CITY and should such stakes or marks be carelessly or willfully destroyed or damaged by the CONSTRUCTION MANAGER, said stakes or marks shall be replaced by the CITY at the expense of the CONSTRUCTION MANAGER.

The CONSTRUCTION MANAGER will set the horizontal and vertical control only at the beginning of the job as specified above. Interim staking during the job and all staking and layout work not furnished by the CITY as specified above shall be the responsibility of the CONSTRUCTION MANAGER.

The CITY will furnish all personnel and equipment and materials to make such surveys as are necessary to determine the quantities of work performed.

The CITY will furnish environmental permits unless otherwise specified. The CONSTRUCTION MANAGER shall obtain any and all required permits from all appropriate government agencies.

Work permits and licenses necessary for the prosecution of the work shall be secured and paid for by the CONSTRUCTION MANAGER. Easements for permanent structures or permanent changes in existing facilities will be secured and paid for by the CITY unless otherwise specified. The CONSTRUCTION MANAGER shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work as drawn and specified. If the CONSTRUCTION MANAGER observes that the drawings and specifications are at variance therewith, he shall promptly notify the CITY in writing and any necessary changes shall be adjusted as provided in the contract for changes in the work. If the CONSTRUCTION

MANAGER performs work knowing it to be contrary to such laws, ordinances, rules and regulations and without such notice to the CITY, he shall bear all cost arising there from.

27. ROYALTIES AND PATENTS

There may be a design, device, material or process included in these plans and specifications which may be covered by letters, patent or copyright. Prior to use of any design, device, material or process, or its incorporation into the construction, the CONSTRUCTION MANAGER shall secure indemnity from his subcontractors or material suppliers that will protect and save harmless the CITY from all loss on account thereof.

The CONSTRUCTION MANAGER shall pay all royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and shall save the CITY harmless from loss on account thereof, except that the CITY shall be responsible for all such loss when a particular process or the product of a particular manufacturer or manufacturers is specified, but if the CONSTRUCTION MANAGER has information that the process or article specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to the CITY.

28. PROTECTION OF WORK AND PROPERTY

The CONSTRUCTION MANAGER shall continuously maintain adequate protection of all his work from damage and shall protect the CITY's property from injury or loss arising in connection with this contract. The CONSTRUCTION MANAGER shall at all times protect all public and privately-owned property, structures, utilities, and work of any kind against damage or interruption of service which may result from the operations of the CONSTRUCTION MANAGER. Damage or interruption to service resulting from failure to do so shall be repaired or restored by or at the expense of the CONSTRUCTION MANAGER except such as may be directly due to errors in the contract documents or caused by the agents or employees of the CITY.

29. DEDUCTIONS FOR UNCORRECTED WORK

If the Project Representative deems it inexpedient to correct work injured or done, not in accordance with the contract, an equitable deduction from the contract price will be made therefore.

30. DELAYS AND EXTENSION OF TIME

If the CONSTRUCTION MANAGER be delayed at any time, in the progress of the work by an act of neglect of the CITY or of his employees, or by any other CONSTRUCTION MANAGER employed by the CITY or by Changes ordered in the work or by strikes, lockouts, fire, unusual delay in transportation, unavoidable casualties or any causes beyond the CONSTRUCTION MANAGER's control, or by delay authorized by the Project Representative, or by any cause which the Project Representative may decide to justify the delay, then the time of completion will be extended for any such reasonable time as the Project Representative may decide.

No such extension will be made for delay occurring more than seven (7) days before claim therefore is made in writing to the CITY. In the case of a continuing cause or delay, only one claim is necessary.

If no schedule or agreement stating the dates upon which drawings shall be furnished is made, then no claim for delay will be allowed on account of failure to furnish drawings until two weeks after demand for such drawings and not then unless such claims be reasonable.

31. CORRECTION OF WORK BEFORE FINAL PAYMENTS

The CONSTRUCTION MANAGER shall promptly remove from the premises all materials condemned by the Project Representative as failing to conform to the contract, whether incorporated in the work or not, and the CONSTRUCTION MANAGER shall promptly replace and re-execute his own work in accordance with the contract and without expense to the CITY and shall bear the expense of making good all work of other CONSTRUCTION MANAGERS destroyed or damaged by such removal or replacement.

If the CONSTRUCTION MANAGER does not correct such condemned work and material within a reasonable time fixed by written notice, the CITY may correct it at the expense of the CONSTRUCTION MANAGER. If the CONSTRUCTION MANAGER does not pay the expense of such correction within three (3) days thereafter, the CITY may, upon three (3) days written notice, deduct all the cost and expenses that should have been borne by the CONSTRUCTION MANAGER.

32. THE CITY'S RIGHT TO DO WORK

If the CONSTRUCTION MANAGER should neglect to prosecute the work properly or fail to perform any provision of this contract, the CITY after three (3) days written notice to the CONSTRUCTION MANAGER, may, without prejudice to any other remedy he may have, make good such deficiencies at the CONSTRUCTION MANAGER's expense.

33. SUSPENSION OF WORK

The CITY may at any time suspend the work or any part thereof by giving five (5) days notice to the CONSTRUCTION MANAGER in writing. The work shall be resumed by the CONSTRUCTION MANAGER within ten (10) days after the date fixed in a written notice to resume work from the

CITY to the CONSTRUCTION MANAGER. The CITY will reimburse the CONSTRUCTION MANAGER for expense incurred by the CONSTRUCTION MANAGER in connection with the work under this contract as a result of such suspension unless the suspension was recommended to the CITY by the Project Representative to enforce the contract or for any violation of the contract.

34. REMOVAL OF EQUIPMENT

In the case of annulment of this contract before completion, from any cause whatever, the CONSTRUCTION MANAGER, if notified to do so by the CITY, shall promptly remove any part or all of his equipment and supplies from the property of the CITY, failing which, the CITY will have the right to remove such equipment and supplies at the expense of the CONSTRUCTION MANAGER.

35. USE OF COMPLETED PORTIONS

Use by CITY of any finished part of the Work, which has specifically been identified in the Contract Documents, or which CITY, Engineer and CONSTRUCTION MANAGER agree constitutes a separately functioning and useable part of the Work that can be used by CITY without significant interference with CONSTRUCTION MANAGER's performance of the remainder of the Work, may be accomplished prior to Substantial Completion of all the Work subject to the following:

- a. CITY at any time may request CONSTRUCTION MANAGER in writing to permit CITY to use any such part of the Work which CITY believes to be ready for its intended use and substantially complete. If CONSTRUCTION MANAGER agrees, CONSTRUCTION MANAGER will certify to CITY and Engineer that said part of the Work is substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work. CONSTRUCTION MANAGER at any time may notify CITY and Engineer in writing that CONSTRUCTION MANAGER considers any such part of the Work ready for its intended use and substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work. Within a reasonable time after either such request, CITY, CONSTRUCTION MANAGER and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify CITY and CONSTRUCTION MANAGER in writing giving the reasons therefore. If Engineer considers that part of the Work to be substantially complete, the provisions of Substantial Completion will apply with respect to certification of that part of the Work and the division of responsibility in respect thereof and access thereto.
- b. CITY may at any time request CONSTRUCTION MANAGER in writing to permit CITY to take over operation of any such part of the Work although it is not substantially complete. A copy of such request will be sent to Engineer and within a reasonable time thereafter CITY, CONSTRUCTION MANAGER and Engineer shall make an inspection of that part of the Work to determine its status of completion and will prepare a list of the items remaining to be completed or corrected thereon before final payment. If CONSTRUCTION MANAGER does not object in writing to CITY and Engineer that such part of the Work is not ready for separate operation by CITY, Engineer will finalize the list of items to be completed or corrected and will deliver such list to CITY and CONSTRUCTION MANAGER together, with a written recommendation as to the division of responsibilities pending final payment between CITY and CONSTRUCTION

MANAGER with respect to security, operation, safety, maintenance, utilities, insurance, warranties and guarantees for that part of the Work, which will become binding upon CITY and CONSTRUCTION MANAGER at the time when CITY takes over such operation (unless they shall have otherwise agreed in writing and so informed Engineer). During such operation and prior to Substantial Completion of such part of the Work, CITY shall allow CONSTRUCTION MANAGER reasonable access to complete or correct items on said list and to complete other related Work.

- c. If CITY finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, such use or occupancy may be accomplished in accordance with this Article; provided that no such use or occupancy shall commence before the insurers providing the property insurance have acknowledged notice thereof and in writing effected the changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be cancelled or lapse on account of any such partial use or occupancy.

36. PROMPT PAYMENT

It is the policy of the CITY that payment for all purchases by the CITY shall be made in a timely manner and that interest payments will be made on late payments in accordance with Part VII, Chapter 218, Florida Statutes, known as the Florida Prompt Payment Act.

37. APPLICATION FOR PAYMENT

The CONSTRUCTION MANAGER shall submit to the CITY, at least 20 days before the date established for each progress payment (but not more often than once a month), an Application for Payment filled out and signed by CONSTRUCTION MANAGER covering the work completed as of the date of the Application. Upon review and approval by the CITY and Engineer (if applicable).

The retained percentage (retainage) amount with respect to the progress payments shall initially be 10% unless stated otherwise in the Construction Services Agreement. Retainage amounts and retainage process shall be governed by Florida Statute 255.078 – Public Construction Retainage.

CONSTRUCTION MANAGER shall, before any draw is issued, provide a sworn statement to CITY attesting that all services, materials and labor, furnished to the project to the date of the draw request have been paid for in full, or listing the amounts due for such services, materials and labor, and if any amounts are listed as being due, the CITY shall have the right to pay those amounts directly to the persons to whom they are due, with the balance of the draw amount to be paid to CONSTRUCTION MANAGER, and if the draw is insufficient to pay the amounts then due for services, materials and labor, the CITY shall pay those to whom such amounts are due on a pro rata basis until the draw is exhausted, and any remaining amounts due others shall be paid first out the next draw due.

The CITY shall not be required to issue progress payments pursuant to the draw schedule until the CITY has verified, by on-site inspection, that construction has in fact progressed to the stage at which a draw is required and that the work done and materials furnished are in compliance with the Contract Documents, and all applicable technical codes. The final draw due upon “completion” shall not be payable until the CITY, its Project Representative or Engineer of Record has determined the work has been completed in accordance with the Contract Documents and a Certificate of Completion has been issued by the CITY.

38. PAYMENTS WITHHELD

The CITY may withhold or, on account of subsequently discovered evidence, recover the whole or part of any payment to such an extent as may be necessary to protect the CITY from loss on account of—

- a. Defective work not remedied.
- b. Claims filed or reasonable evidence indicating probable filing of claims.
- c. Failure of the CONSTRUCTION MANAGER to make payments properly to subcontractors or for materials or labor.
- d. The Project Representative's opinion that the contract cannot be completed for the balance then unpaid.
- e. Damage to another CONSTRUCTION MANAGER.
- f. Failure to maintain adequate progress. vii. Damage to the building resulting from the negligence of the CONSTRUCTION MANAGER.

When the above grounds are removed, payment will be made for amounts withheld because of them.

39. FINAL PAYMENT APPLICATION

Administrative actions and submittals that must precede or coincide with submittal of the final payment Application for Payment include the following:

- a. Completion of Project closeout requirements.
- b. Completion of items specified for completion after Substantial Completion.
- c. Assurance that unsettled claims will be settled.
- d. Transmittal of required project construction records to CITY.
- e. Final Clean Up as outlined in these General Conditions

Upon written notice from CONSTRUCTION MANAGER that the entire Work or an agreed portion thereof is complete, Engineer will make a final inspection with CITY and CONSTRUCTION MANAGER and will notify CONSTRUCTION MANAGER in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. CONSTRUCTION MANAGER shall immediately take such measures as are necessary to remedy such deficiencies.

After CONSTRUCTION MANAGER has completed all such corrections to the satisfaction of Engineer and delivered all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, marked-up record documents and other documents--all as required by the Contract Documents, and after Engineer has indicated that the Work is acceptable (subject to

the provisions under Waiver of Claims), CONSTRUCTION MANAGER may make application for final payment following the procedure for progress payments. The final Application for Payment shall be accompanied by all documentation called for in the Contract Documents, together with complete and legally effective releases or waivers (satisfactory to CITY) of all Liens arising out of or filed in connection with the Work. In lieu thereof and as approved by CITY, CONSTRUCTION MANAGER may furnish receipts or releases in full; an affidavit of CONSTRUCTION MANAGER that the releases and receipts include all labor, services, material and equipment for which a Lien could be filed, and that all payrolls, material and equipment bills, and other indebtedness connected with the Work for which CITY or CITY's property might in any way be responsible, have been paid or otherwise satisfied; and consent of the surety, if any, to final payment. If any Subcontractor Supplier fails to furnish a release or receipt in full, CONSTRUCTION MANAGER may furnish a Bond or other collateral satisfactory to CITY to indemnify CITY against any Lien.

If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation-all as required by the Contract Documents, Engineer is satisfied that the Work has been completed and CONSTRUCTION MANAGER's other obligations under the Contract Documents have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of payment and present the Application to CITY for payment. Thereupon Engineer will give written notice to CITY and CONSTRUCTION MANAGER that the Work is acceptable subject to the provisions found under "Waiver of Claims". Otherwise, Engineer will return the Application to CONSTRUCTION MANAGER, indicating in writing the reasons for refusing to recommend final payment, in which case CONSTRUCTION MANAGER shall make the necessary corrections and resubmit the Application. Thirty days after presentation to CITY of the Application and accompanying documentation, in appropriate form and substance, and with Engineer's recommendation and notice of acceptability, the amount recommended by Engineer will become due and will be paid by CITY to CONSTRUCTION MANAGER.

If, through no fault of CONSTRUCTION MANAGER, final completion of the Work is significantly delayed and if Engineer so confirms, CITY shall, upon receipt of CONSTRUCTION MANAGER's final Application for Payment and recommendation of Engineer, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by CITY for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if Bonds have been furnished as required, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by CONSTRUCTION MANAGER to Engineer with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

40. CONSTRUCTION MANAGER'S CONTINUING OBLIGATION

CONSTRUCTION MANAGER's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. Neither recommendation of any progress or final

payment by Engineer, nor the issuance of a certificate of Substantial Completion, nor any payment by CITY to CONSTRUCTION MANAGER under the Contract Documents, nor any use or occupancy of the Work or any part thereof by CITY, nor any act of acceptance by CITY nor any failure to do so, nor any review and approval of a Shop Drawing or sample submission, nor the issuance of a notice of acceptability by Engineer, nor any correction of defective Work by CITY will constitute an acceptance of Work not in accordance with the Contract Documents or a release of CONSTRUCTION MANAGER's obligation to perform the Work in accordance with the Contract Documents (except as provided under Waiver of Claims)

41. DAMAGES

Any claim for damage arising under a resulting Agreement shall be made in writing to the party liable within ten (10) days after the first observance of such damage and not later than the time of final payment, except as expressly stipulated otherwise in the case of faulty work or materials.

42. EQUIPMENT STARTUP

Equipment startup shall be in accordance of the manufacturer's recommendations, and as required to demonstrate performance to the Engineer and CITY in accordance with the specifications. The CONSTRUCTION MANAGER shall provide 30-days notice to the Engineer and CITY of the date on which all equipment and systems will be ready for startup. The startup date shall be arranged as required by the CITY's operational schedule with consideration of the schedule needs of the Engineer and CONSTRUCTION MANAGER.

43. COMPLETION OF WORK

The CONSTRUCTION MANAGER shall be considered "substantially complete" when the equipment and systems have been used without failure for seven (7) continuous days, and in the opinion of the CITY, it's Project Representative or Engineer of Record, all work has been completed in general accordance with the plans and specifications and all test reports, inspections, etc. have been completed and delivered to the Engineer. Substantial completion shall also mean that degree of completion which allows the CITY to occupy and use the facilities. When the Engineer deems the work to be "substantially complete" he shall indicate this to the CITY in writing with copies to the CONSTRUCTION MANAGER. The date of contract completion shall be the same date at which the CONSTRUCTION MANAGER is considered substantially complete by the Engineer.

44. ACCEPTANCE OF FINISHED WORK

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

45. FINAL CLEAN UP

The CONSTRUCTION MANAGER shall complete all cleaning operations before requesting final inspection.

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

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

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

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

46. TREES

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

47. GUARANTY

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

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

equipment or material comes with a manufacturer's warranty of two (2) years or longer, that warranty shall take precedence over the warranty of CONSTRUCTION MANAGER hereunder.

48. INDEMNITY

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

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

49. ASSIGNMENT

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

50. RIGHTS OF VARIOUS INTERESTS

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

51. SEPARATE CONTRACTS

The CITY reserves the right to let other contracts in connection with this work. The CONSTRUCTION MANAGER shall afford other CONSTRUCTION MANAGERS reasonable opportunity for the introduction and storage of their materials and the execution of their work, and shall properly conduct and coordinate his work with theirs.

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

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

52. LANDS FOR WORK

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

53. ACCESS TO RECORDS

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

54. EXECUTION, CORRELATION AND INTENT OF DOCUMENTS

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

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

standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall be effective to change the duties and responsibilities of CITY, CONSTRUCTION MANAGER or Engineer, or any of their consultants, agents or employees from those set forth in the Contract Documents, nor shall it be effective to assign to Engineer, or any of Engineer's consultants, agents or employees, any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of these Supplemental Conditions. Clarifications and interpretations of the Contract Documents shall be issued by Engineer.

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

55. CONSTRUCTION MANAGER'S UNDERSTANDING

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

56. FAMILIARITY WITH LAWS

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

57. SALES TAX

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

58. CLARIFICATIONS AND INTERPRETATIONS OF CONTRACT DOCUMENTS

It is the duty of the CONSTRUCTION MANAGER to notify the Engineer, in writing, in the event of any doubt or question as to the true meaning of any provision in the Contract Documents. The Engineer's decision thereon shall be final. Annotated dimensions on drawings shall govern and work not dimensioned shall be as clarified by the Engineer. Work not particularly shown or

specified shall be the same as similar parts that are shown or specified. Materials or work described in words which have a well-known technical or trade meaning shall be deemed to refer to such recognized standard.

Engineer will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents (in the form of Drawings or otherwise) as Engineer may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. If CONSTRUCTION MANAGER believes that a written clarification or interpretation justifies an increase in the Contract Price or an extension of the Contract Time then CONSTRUCTION MANAGER shall notify CITY in accordance with the Agreement.

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

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

59. LIMITATIONS ON ENGINEER'S RESPONSIBILITIES

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

Whenever in the Contract Documents the terms "as ordered", "as directed", "as required", "as allowed", "as approved" or terms of like effect or import are used, or the adjectives "reasonable", "suitable", "acceptable", "proper" or "satisfactory" or adjectives of like effect or import are used to describe a requirement, direction, review or judgment of Engineer as to the Work, it is intended that such requirement, direction, review or judgment will be solely to evaluate the Work for compliance with the Contract Documents (unless there is a specific statement indicating other-

wise). The use of any such term or adjective shall not be effective to assign to Engineer any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of this Article.

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

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

60. SAFETY AND PRECAUTION

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

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

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

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

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

Engineer prompt written notice that any significant changes in the Work or variations from the Contract Documents have been caused thereby. If Engineer determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a Work Directive Change or Change Order will be issued to document the consequences of the changes or variations.

61. RECORD DOCUMENTS

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

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

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

62. PHYSICAL CONDITIONS-UNDERGROUND FACILITIES

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

- a. CITY and Engineer shall not be responsible for the accuracy or completeness of any such information or data; and

- b. CONSTRUCTION MANAGER shall have full responsibility for reviewing and checking all such information and data, for locating all Underground Facilities shown or indicated in the Contract Documents, for coordination of the Work with the owners of such Underground Facilities during construction, for the safety and protection thereof and repairing any damage thereto resulting from the Work, the cost of all of which will be considered as having been included in the Contract Price.

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

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

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

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

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

of doing such work with his own forces, or permitting the work to be done by the CONSTRUCTION MANAGER.

63. PHYSICAL CONDITIONS

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

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

64. REVIEW OF APPLICATION FOR PROGRESS PAYMENT

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

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

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

or the quantity of the Work beyond the responsibilities specifically assigned to Engineer in the Contract Documents or that there may not be other matters or issues between the parties that might entitle CONSTRUCTION MANAGER to be paid additionally by CITY or CITY to withhold payment to CONSTRUCTION MANAGER.

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

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

CITY may refuse to make payment of the full amount recommended by Engineer because claims have been made against CITY on account of CONSTRUCTION MANAGER's performance or furnishing of the Work or Liens have been filed in connection with the Work or there are other items entitling CITY to a set-off against the amount recommended, but CITY must give CONSTRUCTION MANAGER immediate written notice (with a copy to Engineer) stating the reasons for such action.

65. SUBSTANTIAL COMPLETION

When CONSTRUCTION MANAGER considers the entire Work ready for its intended use, CONSTRUCTION MANAGER shall notify CITY and Engineer in writing that the entire Work is substantially complete (except for items specifically listed by CONSTRUCTION MANAGER as incomplete) and request that Engineer issue a certificate of Substantial Completion. Within a reasonable time thereafter, CITY, CONSTRUCTION MANAGER and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify CONSTRUCTION MANAGER in writing giving the reasons therefore. If Engineer considers the Work substantially complete, Engineer will prepare and deliver to CITY a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. CITY shall have seven days after receipt of the tentative certificate during which to make written objection to Engineer as to any provisions of the certificate or attached list. If, after considering such objections, Engineer concludes that the Work is not substantially complete, Engineer will within fourteen days after submission of the tentative certificate to CITY notify CONSTRUCTION MANAGER in writing, stating the reasons therefore. If, after consideration of CITY's objections, Engineer considers the Work substantially complete, Engineer will within said fourteen days execute and deliver to CITY and CONSTRUCTION MANAGER a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as Engineer believes justified after consideration of any objections from CITY. At the time of delivery of the tentative certificate of Substantial Completion, Engineer will deliver to CITY and CONSTRUCTION MANAGER a written recommendation as to division of

responsibilities pending final payment between CITY and CONSTRUCTION MANAGER with respect to security, operation, safety, maintenance, heat, utilities, insurance and warranties. Unless CITY and CONSTRUCTION MANAGER agree otherwise in writing and so inform Engineer prior to Engineer's issuing the definitive certificate of Substantial Completion, Engineer's aforesaid recommendations will be binding on CITY and CONSTRUCTION MANAGER until final payment.

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

66. INSPECTIONS, CORRECTION, REMOVAL OF DEFECTIVE WORK

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

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

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

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

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

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

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

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

If the Work is defective, or CONSTRUCTION MANAGER fails to supply sufficient skilled workers or suitable materials or equipment, or fails to furnish or perform the Work in such a way that the completed Work will conform to the Contract Documents, CITY may order CONSTRUCTION MANAGER to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of CITY to stop the Work shall not give rise to any duty on the part of CITY to exercise this right for the benefit of CONSTRUCTION MANAGER or any other party.

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

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

If, instead of requiring correction or removal and replacement of defective Work, CITY (and, prior to Engineer's recommendation of final payment) prefers to accept it, CITY may do so. CONSTRUCTION MANAGER shall bear all direct, indirect and consequential costs attributable to CITY's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness and to include but not be limited to fees and charges of engineers, architects, attorneys and other professionals). If any such acceptance occurs prior to Engineer's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and CITY shall be

entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, CITY may make a claim. If the acceptance occurs after such recommendation, an appropriate amount will be paid by CONSTRUCTION MANAGER to CITY.

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

68. ARBITRATION

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

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

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

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

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

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

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

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

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

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

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

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

Turnpike WWTF Upgrades City of Leesburg Public Works

Project No. 200263



Guaranteed Maximum Price (GMP) Proposal

Prepared by Wharton-Smith (CMAR)



Wharton-Smith Contact:
Erik L. Anderson, P.E. – Project Executive
eanderson@whartonsmith.com

Engineer: HSC

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6. Exhibit 5 Pre and Post Bid Questions and Clarifications
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EXECUTIVE SUMMARY

Presented herein is the Guaranteed Maximum Price (GMP) Proposal prepared by Wharton-Smith, the Construction Manager at Risk (CMAR) for the City of Leesburg Turnpike Wastewater Treatment Facility Upgrades. This GMP was developed in accordance with the *100% Design Drawings and Specifications* prepared by Hydro-Solutions Consulting, as well as the revisions as part of Addendum No. 1, 2, & 3 and post-bid clarifications. In the development of this GMP, Wharton-Smith identified work packages, generated a list of qualified bidders, and created detailed scope of work documents to solicit competitive bids. The proposed value of this GMP is **\$21,571,562.97** which represents a savings of \$1,825,991 over the estimate provided with the 90% design documents.

A preliminary construction schedule was developed along with this GMP. The schedule duration information is summarized below:

Guaranteed Maximum Price	\$21,571,562.97
Days to Substantial Completion	560 Days
Days to Final Completion	620 Days

Below is a list of the work packages and the recommended low responsive bidder for each:

Subcontracts	
Site Work	SDC
Concrete	Wharton-Smith
Finishes	Exceletech Coatings
Precast Building	Leesburg
I&C	Sanders Co
Mechanical	Wharton-Smith
Electrical	Chinchor
Pre-Engineered Metal Bldg	Trident

Purchase Orders	
Vertical Turbine Pumps	Flowserve
Hypochlorite Skids	Guardian
WAS Pumps	Wemco
Sludge Transfer Pumps	Netzsch
Blower Rebuild	Hoffman
Hybrid PD Blowers	UBP
Coarse Bubble Diffusers	Sanitare
SBR 4 Equipment	Evoqua
HDPE Tanks	Polyprocessing

Refer to "Exhibit 4" for a list of clarifications.

EXHIBIT 1 – CONSTRUCTION MANAGER’S PERSONNEL

Leesburg Turnpike Wastewater Treatment Facility Upgrades

Construction Manager’s Personnel During Construction Phase

Name	Title	Duration (Months)	Percentage
Off-Site Staff			
Erik Anderson, P.E.	Senior Project Manager	18	100%
Adam Bergdahl	Project Manager	18	100%
Will Sandberg	Project Engineer	18	100%
Sean Pemberton	Project Engineer- Intern	18	100%
Francine Guillemette	Senior Project Assistant	18	20%
Sarah Conerly	Senior Project Accountant	18	10%
On-Site Staff			
Paul Williams	Senior Superintendent	18	100%
Frank Vanderlaan	Field Engineer	18	100%
Tony Ferguson	Safety Coordinator	18	5%
Chris Gayner	QA/QC Inspector	18	4%

EXHIBIT 2 – CONTRACT DRAWINGS & SPECIFICATIONS

ATTACHMENT 'B'

100% SPECIFICATIONS

TAG LIST

DIVISION 01 - GENERAL REQUIREMENTS

SECTION NO.	TITLE
01010	SUMMARY OF WORK
01040	CONSTRUCTION COORDINATION
01065	PERMITS AND FEES
01070	GENERAL ABBREVIATIONS
01200	PROJECT MEETINGS
01300	SUBMITTALS
01326	SCHEDULE
01370	SCHEDULE OF VALUES
01380	CONSTRUCTION PHOTOGRAPHS
01390	COLOR AUDIOVISUAL TAPE CONSTRUCTION RECORD
01500	CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS
01600	MATERIAL AND EQUIPMENT
01664	SYSTEM START-UP AND TESTING
01700	CONTRACT CLOSEOUT
01740	CLEANING DURING CONSTRUCTION
01780	OPERATIONS AND MAINTENANCE MANUALS

DIVISION 02 – SITE WORK

SECTION NO.	TITLE
02020	EQUIPMENT, PIPING, MATERIAL DEMOLITION
02110	CLEARING, GRUBBING, AND STRIPPING
02200	EARTHWORK
02222	PROTECTING EXISTING UNDERGROUND UTILITIES
02232	LIMEROCK BASE COURSE
02270	EROSION AND SEDIMENTATION CONTROL
02276	GRAVEL AND CRUSHED ROCK BASE FOR STRUCTURES
02282	CONNECTIONS TO EXISTING BURIED PIPELINES
02530	LEAKAGE AND INFILTRATION TESTING
02532	SEWER SYSTEM TV INSPECTION
02534	PVC GRAVITY SEWER PIPE
02551	PRIME AND TAC COATS
02778	CONCRETE CURBS, GUTTERS, AND SIDEWALKS
02810	SODDING

ATTACHMENT 'B'

DIVISION 03 - CONCRETE

SECTION NO.	TITLE
03100	CONCRETE FORMWORK
03200	CONCRETE REINFORCEMENT
03250	CONCRETE JOINTS AND JOINT ACCESSORIES
03300	CAST-IN-PLACE CONCRETE
03350	CONCRETE FINISHES
03600	GROUT
03740	MODIFICAITONS AND REPAIR TO CONCRETE
03900	LEAKAGE TESTING OF WATER RETAINING STRUCTURES

DIVISION 04 - MASONRY

SECTION NO.	TITLE
04230	REINFORCED UNIT MASONRY

DIVISION 05 - METALS

SECTION NO.	TITLE
05500	MISCELLANEOUS METALS

DIVISION 07 – THERMAL AND MOISTURE PROTECTION

SECTION NO.	TITLE
07210	BUILDING INSULATION
07900	SEALANTS

DIVISION 08 - OPENINGS

SECTION NO.	TITLE
08110	STEEL DOORS AND FRAMES
08710	DOOR HARDWARE

DIVISION 09 – FINISHES

SECTION NO.	TITLE
09260	GYPSUM BOARD ASSEMBLIES
09900	PAINTING AND COATING
09904	INTERIOR AND EXTERIOR PAINTING
09976	FUSION-BONDED EPOXY LININGS AND COATINGS

ATTACHMENT 'B'

DIVISION 11 - EQUIPMENT	
SECTION NO.	TITLE
11214	VERTICAL TURBINE PUMPS
11260	NaOCI CHEMICAL SUPPLY SYSTEM
11281	STAINLESS STEEL SLIDE GATES
11313	NONCLOG SCREW CENTRIFUGAL PUMPS (WAS)
11315	PROGRESSIVE CAVITY PUMPS
11319	HORIZONATL AXIAL FLOW CENTRIFUGAL PUMPS
11373	CAST-IRON MULTISTAGE CENTRIFUGAL BLOWERS
11375	HYBRID SCREW POSITIVE DISPLACEMENT BLOWERS
11377A	COARSE BUBBLE DIFFUSER
11390A	SBR SYSTEM PHASE 1A
11390B	SBR SYSTEM PHASE 1B

DIVISION 13 - SPECIAL CONSTRUCTION	
SECTION NO.	TITLE
13121	PREFABRICATED METAL BUILDINGS
13209	POLY CHEMICAL TANKS
13437	PRESSURE GAUGES AND PRESSURE SWITCHES
13600	INSTRUMENTATION GENERAL PROVISIONS
13610	CONTROL DESCRIPTIONS
13615	FIELD INSTRUMENTATION

DIVISION 15 - MECHANICAL	
SECTION NO.	TITLE
15050	PIPING SCHEDULE AND GENERAL PIPING REQUIREMENTS
15062	WALL PIPES, SEEP RINGS, AND PENETRATIONS
15064	PIPE HANGERS AND SUPPORTS
15075	PROCESS EQUIPMENT, PIPING, DUCT, AND VALVE IDENTIFICAITON
15100	MANUAL, CHECK, AND PROCESS VALVES
15108	AIR-RELEASE AND VACUUM-RELIEF VALVES
15111	SPRING-ACTUATED CONTROL VALVES
15112	BACKFLOW PREVENTERS
15119	ELECTRIC MOTOR ACTUATORS FOR VALVES AND GATES
15121	MISCELLANEOUS PIPE FITTINGS AND ACCESSORIES
15122	FLEXIBLE PIPE COUPLINGS AND EXPANSION JOINTS
15123	CORPORATION STOPS AND SERVICE SADDLES
15141	DISINFECTION OF PIPING AND STRUCTURES
15144	PRESSURE TESTING OF PIPING
15225	RUBBER AND PLASTIC HOSE AND TUBING

ATTACHMENT 'B'

15240	DUCTILE-IRON PIPE
15276	STAINLESS STEEL PIPE
15278	STAINLESS STEEL TUBING
15290	PVC PIPE, 3 INCHES AND SMALLER
15291	PVC PIPE, 4 to 8 INCHES
15292	PVC DISTRIBUTION PIPE
15293	PVC DISTRIBUTION PIPE (14 INCHES AND LARGER)

SECTION NO.	DIVISION 16 - ELECTRICAL TITLE
16050	ELECTRICAL-GENERAL PROVISIONS
16110	RACEWAYS AND FITTINGS
16120	WIRES AND CABLES
16130	BOXES
16140	WIRING DEVICES
16150	MOTORS
16170	SAFETY SWITCHES
16370	VARIABLE SPEED DRIVES
16402	UNDERGROUND SYSTEM
16442	PANELBOARDS
16450	GROUNDING SYSTEM
16460	TRANSFORMERS
16500	LIGHTING SYSTEM
16601	LIGHTNING PROTECTION SYSTEM

APPENDIX A –TEST HOLE REPORTS

APPENDIX B – FILTER BID PACKAGE

APPENDIX C – Geotechnical Study, Leesburg Turnpike WWTF Expansion, 1600 County Road 470 West,
Leesburg, Lake County, Florida

Additional Geotechnical Study, Leesburg Turnpike WWTF Expansion, 1600 County Road
470 West, Leesburg, Lake County, Florida

EXHIBIT 3 – GMP BID BREAKDOWN

PLEASE REFERENCE THE ATTACHED DOCUMENTS

- 1) Cost summary
- 2) Cost Breakdown
- 3) Project General Conditions
- 4) Bid Tabulations and Recommendations of Award

ATTACHMENT 'B'



CITY OF LEESBURG - TURNPIKE WTF UPGRADES
100% Final GMP
10/9/2020

COST SUMMARY

	LABOR	EQUIPMENT	MATERIALS	SUBS	TOTALS
Total Direct	\$ -	\$ -	\$ 4,003,556	\$ 12,534,304	\$ 16,537,859.80
Total GC's	\$ 1,443,324	\$ 45,900	\$ 238,926	\$ 74,074	\$ 1,802,224.64
Sales Tax (7%)				\$ 296,974	\$ 296,973.73
				\$ -	\$ -
Contingency - 5%				\$ 980,681	\$ 980,681.25
Owner Allowance - Included in Directs				\$ -	\$ -
Bond (0.90%)				\$ 194,144	\$ 194,144.00
Insurance (0.75%)				\$ 161,786	\$ 161,786.00
Fee (8.0%)				\$ 1,597,894	\$ 1,597,893.55
TOTAL	\$1,443,324	\$45,900	\$4,242,482	\$15,839,857	\$21,571,562.97

ATTACHMENT 'B'



CITY OF LEESBURG - TURNPIKE WTF UPGRADES
100% Final GMP
10/9/20

			COST OF WORK						
DESCRIPTION	QTY	UOM	LABOR	EQUIPMENT	MATERIALS	SUBS	\$ TOTALS	COMMENTS	
			\$ AMOUNT	\$ AMOUNT	\$ AMOUNT	\$ AMOUNT			
PURCHASE ORDERS							\$ 3,389,790		
11214 - VERTICAL TURBINE PUMPS	1	LS	\$ -	\$ -	\$ 535,911	\$ -	\$ 535,911	Flowserve	
11260 - SOD. HYPO SKIDS	1	LS	\$ -	\$ -	\$ 34,986	\$ -	\$ 34,986	Guardian	
11281 - SST SLIDE GATES	1	LS	\$ -	\$ -	\$ -	\$ -	\$ -	W/ MPC	
11308 - WAS PUMPS	1	LS	\$ -	\$ -	\$ 96,449	\$ -	\$ 96,449	WEMCO	
11319 - HORZ. AXIAL PUMP (SBR JET MIXING)	1	LS	\$ -	\$ -	\$ -	\$ -	\$ -	W/ EVOQUA SBR	
11340 - FILTERS	1	LS	\$ -	\$ -	\$ -	\$ -	\$ -	FURNISHED BY OWNER	
11362 - SLUDGE PUMPS	1	LS	\$ -	\$ -	\$ 46,950	\$ -	\$ 46,950	Netzsch	
11373 - CENTRIFUGAL BLOWER REBUILD	1	LS	\$ -	\$ -	\$ 392,600	\$ -	\$ 392,600	Hoffman	
11375 - HYBRID SCREW PD BLOWERS	1	LS	\$ -	\$ -	\$ 330,252	\$ -	\$ 330,252	UBP	
11377A - COARSE BUBBLE DIFFUSERS	1	LS	\$ -	\$ -	\$ 82,550	\$ -	\$ 82,550	Sanitare	
11390 - SBR 4 EQUIPMENT	1	LS	\$ -	\$ -	\$ 1,798,186.30	\$ -	\$ 1,798,186.30	Evoqua	
13209 - HDPE TANKS	1	LS	\$ -	\$ -	\$ 71,905.50	\$ -	\$ 71,905.50	Polyprocessing	
SUBCONTRACTS							\$ 12,548,070		
SITEWORK SUBCONTRACTOR	1	LS	\$ -	\$ -	\$ -	\$ 792,740	\$ 792,740	SDC	
CONCRETE SUBCONTRACTOR	1	LS	\$ -	\$ -	\$ -	\$ 4,122,825	\$ 4,122,825	Wharton-Smith	
PRECAST MODULAR BUILDING SUBCONTRACTOR	1	LS	\$ -	\$ -	\$ 94,436	\$ -	\$ 94,436	Leesburg Concrete	
PAINTING SUBCONTRACTOR	1	LS	\$ -	\$ -	\$ -	\$ 93,297	\$ 93,297	Exceletech	
PRE-FABRICATED METAL BUILDING SUBCONTRACTOR	1	LS	\$ -	\$ -	\$ -	\$ 90,042	\$ 90,042	Trident	
MASTER PLANT CONTRACTOR	1	LS	\$ -	\$ -	\$ -	\$ 5,116,698	\$ 5,116,698	Wharton-Smith	
INSTRUMENTATION SUBCONTRACTOR	1	LS	\$ -	\$ -	\$ 499,330		\$ 499,330	Sanders	
ELECTRICAL SUBCONTRACTOR	1	LS	\$ -	\$ -	\$ -	\$ 1,738,702	\$ 1,738,702	Chinchor	
ALLOWANCES							\$ 600,000		
ALLOWANCE FOR PERMITS	1	LS	\$ -	\$ -	\$ -	\$ 50,000	\$ 50,000		
ALLOWANCE FOR INDEPENDENT TESTING	1	LS	\$ -	\$ -	\$ -	\$ 50,000	\$ 50,000		
ALLOWANCE FOR GROUT INJECTION	1	LS	\$ -	\$ -	\$ -	\$ 180,000	\$ 180,000		
ALLOWANCE FOR INCOMING DUKE POWER	1	LS	\$ -	\$ -	\$ -	\$ 100,000	\$ 100,000		
ALLOWANCE FOR FORCE MAJEURE INCREASES	1	LS	\$ -	\$ -	\$ -	\$ 50,000	\$ 50,000		
ALLOWANCE FOR GRIT REMOVAL	1	LS	\$ -	\$ -	\$ -	\$ 100,000	\$ 100,000		
ALLOWANCE FOR INITIAL FILL OF CHEMICALS	1	LS	\$ -	\$ -	\$ 20,000	\$ -	\$ 20,000		
ALLOWANCE FOR GROUT INJECTION MONITOR AND REPO	1	LS	\$ -	\$ -	\$ -	\$ 15,000	\$ 15,000		
ALLOWANCE FOR ANCHOR BOLT DESIGN	1	LS	\$ -	\$ -	\$ -	\$ 10,000	\$ 10,000		
ALLOWANCE FOR PERFORMANCE TESTING LAB COSTS	1	LS	\$ -	\$ -	\$ -	\$ 25,000	\$ 25,000		
TOTAL DIRECT COST			\$ -	\$ -	\$ 4,003,556	\$ 12,534,304	\$ 16,537,859.80		

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GC's
Form revised 04/08/09

Draft 100% GMP
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10/6/2020
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BID TABULATION AND RECOMMENDATION OF AWARD

Project: City of Leesburg Public Works Turnpike WWTF Upgrades

Bid Package: Vertical Turbine Pumps

Bid Tabulation – Vertical Turbine Pumps				Peerless/Tom Evans Environmental	Flowserve/Carter & VerPlanck	Fairbanks/Sanders Company	Cascade & Layne/Barney's Pumps
	Exceptions?			Yes	Yes		Yes
	Addendum 1-2			Yes	Yes		Yes
	Submittal Lead Time			12 weeks	6 weeks		12-14 weeks
	Delivery Lead Time			27 weeks	18 weeks		26-28 weeks
Bid Item 1	Vertical Turbine Pump Package	1	LS	\$735,721.50	\$531,811.00	No bid	\$627,750.00
Bid Item 2	Vibration Analysis	1	LS	\$2,400.00	\$2,000.00		\$6,000.00
Bid Item 3	Additional One (1) Warranty	1	LS	N/A	Removed		Removed
Bid Item 4	Year-1 Service Call	1	LS	\$14,400.00	\$2,000.00		\$1,250.00
Bid Item 5	Indemnification	1	LS	\$100.00	\$100.00	\$100.00	\$100.00
Total Base Bid				\$752,621.50	\$535,911.00	\$100.00	\$635,100.00

*Base Bid price does not include sales taxes

Post Bid Scope or Cost Changes: N/A

Scope Clarifications and Exceptions:

- Addendum and Post-Bid Clarifications shall apply

Recommendation of Award: Flowserve/Carter & Verplanck

Total Contract Amount: \$535,911.00

BID TABULATION AND RECOMMENDATION OF AWARD

Project: City of Leesburg Public Works Turnpike WWTF Upgrades
 Bid Package: Sodium Hypochlorite Feed System

Bid Tabulation – Sodium Hypochlorite Feed System				Blue Planet/Heyward	Guardian Equipment
	Exceptions?			Yes	Yes
	Addendum 1-2			Yes	Yes
	Submittal Lead Time			2 to 4 weeks	3 to 4 weeks
	Delivery Lead Time			4 to 8 weeks	4 to 6 weeks
Bid Item 1	Sodium Hypo Feed System	1	LS	\$62,190.00	\$34,886.00
Bid Item 2	Additional One (1) Warranty	1	LS	\$1,500.00	\$0.00
Bid Item 3	Indemnification	1	LS	\$100.00	\$100.00
Total Base Bid				\$63,790.00	\$34,986.00

*Base Bid price does not include sales taxes

Post Bid Scope or Cost Changes: Guardian Equipment’s pricing is based on an alternate pump manufacturer. The City has approved the use of this manufacturer in the interest of the cost savings provided in the bid.

Scope Clarifications and Exceptions:

- Addendum and Post-Bid Clarifications shall apply

Recommendation of Award: Guardian Equipment

Total Contract Amount: \$34,986.00

ATTACHMENT 'B'

BID TABULATION AND RECOMMENDATION OF AWARD

Project: City of Leesburg Public Works Turnpike WWTF Upgrades
Bid Package: Non-Clog Screw Centrifugal Pumps

Bid Tabulation – Non-Clog Screw Centrifugal Centrifugal Pumps				Wemco/TSC Jacobs	Hayward Gordon/Moss Kelley	Hidrostal/C&V
	Exceptions or Clarifications			Yes/VE Option available	Yes/VE Option Available	Yes/VE Option available
	Addendum 1-2			Yes	Yes	Yes
	Submittal Lead Time			4 to 6 weeks	2 to 3 weeks	4 weeks
	Delivery Lead Time			14 to 16 weeks	16 to 18 weeks	22 weeks
Bid Item 1	WAS Pumps	1	LS	\$113,349.00	\$102,700.00	\$99,611.00
Bid Item 2	Additional One (1) Warranty	1	LS	\$2,600.00	\$4,000.00	\$2,250.00
Bid Item 3	Year-1 Service Call	1	LS	\$1,000.00	\$1,200.00	\$2,000.00
Bid Item 4	Indemnification	1	LS	\$100.00	\$100.00	\$100.00
Total Base Bid				\$117,049.00	\$108,000.00	\$103,961.00

*Base bid price does not include sales tax.

Post Bid Scope or Cost Changes:

- A value engineering (VE) deduct was factored into Wemco’s equipment pricing. This \$18,000 deduct is to provide AES tandem mechanical seals in lieu of the Chesterton 442 seals on all (4) pumps.
- A value engineering option that could be exercised by the City is using a 3/8” thick pump base plate in lieu of the specified ½” thick plate. This VE option could be exercised by the City for a potential deduct of \$5,000.
- \$2,600 adder for an additional 1-year warranty (Bid Item 2) has been excluded from the cost of the GMP.
- A value engineering option that could be exercised by the City is eliminating the requirement for a year-1 service call. This would provide a potential deduct of \$1,000.

Scope Clarifications and Exceptions:

- Addendum and Post Bid Clarifications shall apply

Recommendation of Award: Wemco/TSC Jacobs

Total Contract Amount: \$96,449.00

BID TABULATION AND RECOMMENDATION OF AWARD

Project: City of Leesburg Public Works Turnpike WWTF Upgrades

Bid Package: Progressive Cavity Sludge Pumps

Bid Tabulation – Progressive Cavity Pumps				Seepex/MTS	Netzsch/Carter & Verplanck	Moyno/CEJCO
	Exceptions?			Yes	Yes	Yes
	Addendum 1-2			Yes	Yes	Yes
	Submittal Lead Time			2 to 3 weeks	4 weeks	3 weeks
	Delivery Lead Time			10 weeks	16 weeks	12 to 14 weeks
Bid Item 1	Progressive Cavity Pumps			\$32,280.00	\$27,700.00	\$ 36,247.00
Bid Item 2	Control Panels	1	LS	\$22,000.00	\$17,150.00	\$ 24,184.00
Bid Item 3	Additional One (1) Warranty	1	LS	incl	incl	Not Included
Bid Item 4	Year-1 Service Call			incl	\$2,000.00	\$ 900.00
Bid Item 5	Indemnification			\$100.00	\$100.00	\$ 100.00
Total Base Bid				\$54,380.00	\$46,950.00	\$61,431.00

*Base Bid price does not include sales taxes

Post Bid Scope or Cost Changes:

Scope Clarifications and Exceptions:

- Control panels to have Starters, not VFD’s
- Addendum and Post-Bid Clarifications shall apply

Recommendation of Award: Netzsch/Carter & Verplanck

Total Contract Amount: \$46,960.00

BID TABULATION AND RECOMMENDATION OF AWARD

Project: City of Leesburg Public Works Turnpike WWTF Upgrades
 Bid Package: Centrifugal Blower Rebuild

Bid Tabulation – Centrifugal Blower Rebuild				Hoffman/TSC Jacobs
	Exceptions?			Yes
	Addendum 1-2			Yes
	Submittal Lead Time			4 to 6 weeks
	Delivery Lead Time			12 to 15 weeks
Bid Item 1	Blower Rebuild	1	LS	\$289,000.00
Bid Item 2	Blower Control Panels	1	LS	\$100,000.00
Bid Item 3	Additional One (1) Warranty	1	LS	removed
Bid Item 4	Year-1 Service Call	1	LS	\$3,500.00
Bid Item 5	Indemnification	1	LS	\$100.00
Total Base Bid				\$392,600.00

*Base Bid price does not include sales taxes
 **Only one bid was received due to ability to meet specifications

Post Bid Scope or Cost Changes:
 Scope Clarifications and Exceptions:
 - Addendum and Post-Bid Clarifications shall apply

Recommendation of Award: Hoffman/TSC Jacobs
 Total Contract Amount: \$392,600.00

ATTACHMENT 'B'

BID TABULATION AND RECOMMENDATION OF AWARD

Project: City of Leesburg Public Works Turnpike WWTF Upgrades
Bid Package: Hybrid Screw PD Blowers

Bid Tabulation – Hybrid Screw PD Blowers				UBP/TSC Jacobs	Aerzen/Envirosales	Kaeser/MTS	Hardy Pro-Air
	Exceptions or Clarifications			No	Yes/Late Bid/ Not Named/Adder for Enclosure	No	No/Not named
	Addendum 1-2			Yes	Yes	Yes	Yes
	Submittal Lead Time			3 to 5 weeks	4 weeks	1 to 2 weeks	3 to 4 weeks
	Delivery Lead Time			9 to 14 weeks	16 to 18 weeks	21 to 23 weeks	10 to 12 weeks
Bid Item 1	Hybrid Screw PD Blower Package	1	LS	\$330,152.00	\$347,227.00	\$515,538.06	\$ 388,077.00
Bid Item 2	Additional One (1) Warranty	1	LS	\$1,600.00	\$0.00	\$0.00	\$ 10,000.00
Bid Item 3	Indemnification	1	LS	\$100.00	\$100.00	\$100.00	\$ 100.00
Total Base Bid				\$331,852.00	\$347,327.00	\$515,638.06	\$398,177.00

*Base bid price does not include taxes.

Post Bid Scope or Cost Changes:

- \$1,600 adder for an additional 1-year warranty (Bid Item 2) has been excluded from the cost of the GMP.

Scope Clarifications and Exceptions:

- Addendum and Post Bid Clarifications shall apply

Recommendation of Award: Universal Blower PAC (UBP)/TSC Jacobs

Total Contract Amount: \$330,252.00

ATTACHMENT 'B'

BID TABULATION AND RECOMMENDATION OF AWARD

Project: City of Leesburg Public Works Turnpike WWTF Upgrades
Bid Package: Coarse Bubble Diffusers

Bid Tabulation – Coarse Bubble Diffusers				Evoqua/Heyward Florida	Sanitaire/Moss Kelley	EDI/ Envirosales
	Exceptions or Clarifications			Yes	Yes	Unknown/Not named/Late bid/ No bid form
	Addendum 1-2			Yes	Yes	No
	Submittal Lead Time			8 to 10 weeks	8 weeks	Unknown
	Delivery Lead Time			16 to 18 weeks	10 weeks	Unknown
Bid Item 1	Coarse Bubble Diffuser Package	1	LS	\$136,796.00	\$82,450.00	\$66,866.00
Bid Item 2	Additional One (1) Warranty	1	LS	\$820.44	\$750.00	N/A
Bid Item 3	Indemnification	1	LS	\$100.00	\$100.00	\$100.00
Total Base Bid				\$137,716.44	\$83,300.00	\$66,966.00

*Base bid price does not include taxes.

Post Bid Scope or Cost Changes:

- \$750 adder for an additional 1-year warranty (Bid Item 2) has been excluded from the cost of the GMP.

Scope Clarifications and Exceptions:

- At the specified SOTR (1997 lbs/day) the SOTE will be 12.5% based on the required air flow rate of 1050 scfm/digester.
- Addendum and Post Bid Clarifications shall apply.

Recommendation of Award: Sanitaire/Moss Kelley

Total Contract Amount: \$82,550.00

ATTACHMENT 'B'

BID TABULATION AND RECOMMENDATION OF AWARD

Project: City of Leesburg Public Works Turnpike WWTF Upgrades
Bid Package: SBR Equipment

Bid Tabulation – SBR Equipment				Evoqua/Heyward Florida
	Exceptions or Clarifications			Yes
	Addendum 1-3			Yes
	Submittal Lead Time			8-10 weeks
	Delivery Lead Time			28-30 weeks
Bid Item 1	SBR Equipment Package	1	LS	\$1,476,962.48
Bid Item 2	Influent Valves (4)	1	LS	\$122,340.96
Bid Item 3	Replacement Decant Valves SBR 1-3	1	LS	\$198,782.86
Bid Item 4	Additional One (1) Warranty	1	LS	\$36,295.46
Bid Item 5	Indemnification	1	LS	\$100.00
Total Base Bid				\$1,834,481.76

*Base bid price does not include taxes.

Post Bid Scope or Cost Changes:

- Value engineering (VE) deduct options have not been factored into Evoqua’s equipment pricing. These are to be exercised by the owner at their discretion.
 - o A \$24,130 deduct is to provide Gould’s standard John Crane (or equal) mechanical seal in lieu of the Chesterton 442 split seal on the jet pumps.
 - o A \$61,525 deduct is to provide epoxy coated neck extensions on the EMO valves in lieu of the specified 316SST.
- \$36,295.46 adder for an additional 1-year warranty (Bid Item 4) has been excluded from the cost of the GMP.

Scope Clarifications and Exceptions:

- All influent valves and decant valves are being supplied under this scope.
- All modulating air control valves are being supplied under this scope.
- Jet pump suction/discharge isolation valves are being supplied under this scope.
- All field instrumentation and PLC cabinets/hardware is being supplied under this scope. Integration into the plant is included in the Instrumentation and Controls bid package.
- All valves will have the manufacturer’s standard 4 mil coating.
- Additional VE options are available for:
 - o Removing the requirement for holiday testing on the valves. This deduct would be evaluated to determine the credit.
 - o Utilizing Gould’s standard coating system in lieu of the specified System 10 of Section 09900. This is a potential deduct of \$24,130.00.
- Addendum and Post Bid Clarifications shall apply.

Recommendation of Award: Evoqua/Heyward Florida

Total Contract Amount: \$1,798,186.30

ATTACHMENT 'B'

BID TABULATION AND RECOMMENDATION OF AWARD

Project: City of Leesburg Public Works Turnpike WWTF Upgrades
Bid Package: Polyethylene Chemical Storage Tanks

Bid Tabulation – Polyethylene Chemical Storage Tanks				PolyProcessing/CEJ	Snyder/Harrington	Snyder/Guardian Equipment
	Exceptions?			Late Bid/No Bid Form/Yes	Yes	Yes/VE Proposal
	Addendum 1			Yes	Yes	Yes
	Submittal Lead Time			2-3 weeks	6 weeks	4 to 6
	Delivery Lead Time			4-6 weeks	14 weeks	8 weeks
Bid Item 1	Chemical Tanks Package	1	LS	\$71,805.50	\$157,781.54	\$94,107.00
Bid Item 2	Additional One (1) Warranty	1	LS	\$0.00	N/A	\$0.00
Bid Item 3	Indemnification	1	LS	\$100.00	\$100.00	\$100.00
Total Base Bid				\$71,905.50	\$157,881.54	\$94,207.00

Post Bid Scope or Cost Changes:

- N/A

Scope Clarifications and Exceptions:

- Addendum and Post Bid Clarifications shall apply.
- PolyProcessing is the only supplier that can meet the specifications.

Recommendation of Award: PolyProcessing/Carl Eric Johnson
Total Contract Amount: \$71,905.50

BID TABULATION AND RECOMMENDATION OF AWARD

Project: City of Leesburg Public Works Turnpike WWTF Upgrades
 Bid Package: Site Work Contractor

Bid Tabulation – Site Work				Harty Tractor Service, Inc.	SDC	Flave Williams Dozer Service
	Exceptions or Clarifications			Late/No Bid Form	None Listed	
	Addendum 1			No	Yes	
Bid Item 1	Site Work	1	LS	\$508,164.00	\$416,150.00	No Bid
Bid Item 2	SWPPP	1	LS	\$12,813.00	\$10,900.00	
Bid Item 3	Asphalt Demolition	1,400	SQYD	\$20,160.00	\$21,000.00	
Bid Item 4	Concrete Driveway Demolition	300	SQYD	\$5,130.00	\$12,000.00	
Bid Item 5	Asphalt Paving	1,700	SQYD	\$160,140.00	\$144,500.00	
Bid Item 6	Sod	24,000	SQYD	\$72,000.00	\$72,000.00	
Bid Item 7	Seed	24,000	SQYD	\$24,000.00	\$30,000.00	
Bid Item 8	Sidewalks	120	SQYD	\$150.00	\$14,400.00	
Bid Item 9	Storm Sewer	1	LS	\$52,150.00	\$55,835.00	
Bid Item 10	P&P Bonds	1	LS	\$17,094.14	\$15,855.00	
Bid Item 11	Indemnification	1	LS	\$100.00	\$100.00	
Total Base Bid				\$871,901.14	\$792,740.00	

*Numbers highlighted in orange were not provided by bidder so the competitors unit rates were used.

Post Bid Scope or Cost Changes: None

Scope Clarifications and Exceptions:

- Addendum Clarifications shall apply

Recommendation of Award: SDC

Total Contract Amount: \$792,740.00

BID TABULATION AND RECOMMENDATION OF AWARD

Project: City of Leesburg Public Works Turnpike WWTF Upgrades
 Bid Package: Concrete Contractor

Bid Tabulation – Concrete				Wharton Smith, Inc.	VMG Construction	Integcrete, Inc
	Exceptions?			Yes	No Bid Form/ Incomplete Bid	No Dewatering
	Addendum 1-2			Yes	No	Yes
Bid Item 1	Concrete	1	LS	\$4,122,725.00	\$4,158,715.00	\$4,194,593.00
Bid Item 2	P&P Bonds	1	LS	included	\$62,339.00	\$50,335.00
Bid Item 3	Additional One (1) Warranty	1	LS	Removed		Removed
Bid Item 4	Indemnification	1	LS	\$100.00	\$100.00	\$100.00
Total Base Bid				\$4,122,825.00	\$4,221,154.00	\$4,245,028.00

*Numbers highlighted in red were corrected to include missing scope items

Post Bid Scope or Cost Changes: Ready-Mix will be acceptable to be 95 degrees at 90 minutes

Scope Clarifications and Exceptions:

- Addendum and post-bid Clarifications shall apply

Recommendation of Award: Wharton-Smith, Inc.

Total Contract Amount: \$4,122,825.00

ATTACHMENT 'B'

BID TABULATION AND RECOMMENDATION OF AWARD

Project: City of Leesburg Public Works Turnpike WWTF Upgrades
Bid Package: Precast Modular Biosolids Electrical Building

Bid Tabulation – Precast Modular Biosolids Electrical Building				Leesburg Concrete	Concrete Modular Systems
	Exceptions?			No	Yes
	Addendum 1			Yes	Yes
Bid Item 1	Precast Building	1	LS	\$92,600.00	\$102,923.26
Bid Item 2	P&P Bonds	1	LS	\$1,736.00	\$1,500.00
Bid Item 3	Additional One (1) Warranty	1	LS	\$0.00	\$2,142.00
Bid Item 4	Indemnification	1	LS	\$100.00	\$100.00
Total Base Bid				\$94,436.00	\$106,665.26

- Post Bid Scope or Cost Changes:
- Added taxes on the main GMP sheet as a material cost. Leesburg Concrete’s quote excluded taxes.
- Scope Clarifications and Exceptions:
- Addendum and Post Bid Clarifications shall apply

Recommendation of Award: Leesburg Concrete Company, Inc.
Total Contract Amount: \$94,436.00

ATTACHMENT 'B'

BID TABULATION AND RECOMMENDATION OF AWARD

Project: City of Leesburg Public Works Turnpike WWTF Upgrades
Bid Package: Painting & Coatings

Bid Tabulation – Painting & Coatings				Complete Coatings	Universal Coatings	Cypress Coatings	Exceletech	Crom Coatings
	Exceptions?				No	No	No	
	Addendum 1				Yes	Yes	Yes	
Bid Item 1	Coatings Package Complete	1	LS	No bid	\$122,926.00	\$169,512.00	\$89,520.00	No bid
Bid Item 2	N/A	-	LS		-	-	-	
Bid Item 3	Additional One (1) Warranty	1	LS		\$7,340.00	\$4,419.00	\$2,740.00	
Bid Item 4	P&P Bonds	1	LS		\$6,513.00	\$5,509.00	\$1,790.00	
Bid Item 5	Indemnification	1	LS		\$100.00	\$100.00	\$100.00	
Total Base Bid				\$0.00	\$136,879.00	\$179,540.00	\$96,037.00	

Post Bid Scope or Cost Changes:

- \$1,887 was added to Exceletech for the intumescent fire coating in the chemical building electrical room.
- \$2,740 adder for an additional 1-year warranty (Bid Item 3) has been excluded from the cost of the GMP.

Scope Clarifications and Exceptions:

- Addendum and Post Bid Clarifications shall apply

Recommendation of Award: Exceletech Coatings, Inc.

Total Contract Amount: \$93,297.00

ATTACHMENT 'B'

BID TABULATION AND RECOMMENDATION OF AWARD

Project: City of Leesburg Public Works Turnpike WWTF Upgrades
Bid Package: Prefabricated Buildings

Bid Tabulation – Prefabricated Buildings				Brevard Constructors	Trident Building Systems
	Exceptions?			Yes	Yes
	Addendum 1			Yes	Yes
Bid Item 1	Precast (Prefabricated) Building	1	LS	\$133,600.00	\$87,628.00
Bid Item 2	P&P Bonds	1	LS	\$4,008.00	\$1,314.00
Bid Item 3	Additional One (1) Warranty	1	LS	\$1,500.00	\$0.00
Bid Item 4	Indemnification	1	LS	\$100.00	\$100.00
Total Base Bid				\$139,208.00	\$89,042.00

Post Bid Scope or Cost Changes:
- Added \$1,000 for anchor bolt supply.

Scope Clarifications and Exceptions:
- Addendum and Post Bid Clarifications shall apply

Recommendation of Award: Trident Building Systems, LLC

Total Contract Amount: \$90,042.00

BID TABULATION AND RECOMMENDATION OF AWARD

Project: City of Leesburg Public Works Turnpike WWTF Upgrades

Bid Package: Master Plant Contractor

Bid Tabulation – Master Plant Contractor				Wharton Smith, Inc.	Petticoat Schmitt Construction	Florida Environmental Construction	Reynolds
	Exceptions or Clarifications			Yes			Yes
	Addendum 1-2			Yes			Yes
Bid Item 1	Mechanical	1	LS	\$5,071,892.00	No Bid	No Bid	\$6,131,000.00
Bid Item 2	Bollards	12	EA	\$9,600.00			\$16,800.00
Bid Item 3	Hose Bibb & Rack Assemblies	12	EA	\$24,000.00			\$36,000.00
Bid Item 4	Additional One (1) Warranty	1	LS	Removed			Removed
Bid Item 5	P&P Bonds	1	LS	No Additional Cost			\$44,100.00
Bid Item 6	Indemnification	1	LS	\$100.00	\$0.00	\$0.00	\$100.00
Total Base Bid				\$5,105,592.00	\$0.00	\$0.00	\$6,228,000.00

Post Bid Scope or Cost Changes: Add anchor bolts that were excluded by equipment manufacturers. Average cost of \$37.73, 4 per each, 31 one pieces of equipment. **Total cost of: \$5,006 w/tax.**

Evoqua excluded the influent baffles from their scope, these will be provided under this contract. **Total cost of: \$6,100 w/tax.**

Scope Clarifications and Exceptions:

- Evoqua SBR scope includes SBR influent valves, installation of these valves is included in this contract.
- Initial chemical fill is included via GMP allowance to be coordinated by the MPC.
- 1 Year warranty to be included.
- City shall allow use of plant gravity bypass to facilitate construction tie-in's
- Addendum and Post Bid Clarifications shall apply

Recommendation of Award: Wharton-Smith, Inc.

Total Contract Amount: \$5,116,698.00

ATTACHMENT 'B'

BID TABULATION AND RECOMMENDATION OF AWARD

Project: City of Leesburg Public Works Turnpike WWTF Upgrades
Bid Package: Instrumentation and Controls

Bid Tabulation – Instrumentation and Controls				Telemetry and Process Controls, Inc./Sander's Company
	Exceptions?			No
	Addendum 1-3			Yes
Bid Item 1	Instrumentation & Controls	1	LS	\$480,000.00
Bid Item 2	P&P Bonds	1	LS	\$6,000.00
Bid Item 3	Replace Master Lift Station PLC	1	LS	\$13,230.00
Bid Item 4	Indemnification	1	LS	\$100.00
Total Base Bid				\$499,330.00

Post Bid Scope or Cost Changes:

- Added taxes on the main GMP sheet as a material cost. Sanders Company’s quote excluded taxes.
- Cost adder of \$13,230 is included to upgrade the Master Lift Station PLC (Bid Item 3). This is to be exercised at the direction of the City.

Scope Clarifications and Exceptions:

- Addendum and Post Bid Clarifications shall apply
- Witnessed Factory Acceptance Test cannot be performed without the SBR panels.

Recommendation of Award: Telemetry and Process Controls, Inc./Sander’s Company

Total Contract Amount: \$499,330.00

ATTACHMENT 'B'

BID TABULATION AND RECOMMENDATION OF AWARD

Project: City of Leesburg Public Works Turnpike WWTF Upgrades
Bid Package: Electrical

Bid Tabulation – Electrical				Cogburn Brothers	ESI	Chinchor Electric	B.L. Smith Electric	Sinns & Thomas
	Exceptions?			No	No	No	No	No
	Addendum 1-3			Yes	Yes	Yes	Yes	Yes
Bid Item 1	Electrical	1	LS	\$2,200,000.00	\$1,860,000.00	\$1,719,202.00	\$2,580,500.00	\$2,036,345.00
Bid Item 2	P&P Bonds	1	LS	\$19,102.00	\$18,600.00	\$15,400.00	\$28,000.00	\$17,138.00
Bid Item 3	Additional One (1) Warranty	1	LS	\$15,000.00	\$0.00	\$6,640.00	\$0.00	\$13,800.00
Bid Item 4	Indemnification	1	LS	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00
Total Base Bid				\$2,234,202.00	\$1,878,700.00	\$1,745,342.00	\$2,608,600.00	\$2,067,383.00

Post Bid Scope or Cost Changes:

- Added \$4,000 to Chinchor Electric for the additional conduit/wiring for the Duke Energy transformer added after addendum #3.
- A value engineering (VE) deduct of \$70,000 available to provide 6-pulse drives in lieu of 18-pulse. This is to be exercised at the direction of the City.
- \$6,640.00 adder for an additional 1-year warranty (Bid Item 3) has been excluded from the cost of the GMP.

Scope Clarifications and Exceptions:

- Addendum and Post Bid Clarifications shall apply.

Recommendation of Award: Chinchor Electric, Inc.

Total Contract Amount: \$1,738,702.00

**EXHIBIT 4 – CLARIFICATIONS, ASSUMPTIONS,
EXCLUSIONS, AND ALLOWANCES**

Please note the following clarifications regarding this proposal:

1. The Pre and Post Bid questions and clarifications as shown in Exhibit 5 are incorporated as a part of this contract.
2. The project duration is contingent on receiving the Notice to Proceed (NTP) in late October as outlined in the schedule presented in Exhibit 6.
3. The project schedule was developed based on assumptions and best information available regarding permitting with the building department. If the building department is unable to facilitate concurrent review and/or the permitting review periods take longer than assumed, the project duration will be extended.
4. This GMP is based on the City allowing the use of their gravity bypass and allowing for shutdowns within operational limits to allow for tie-in's during various phases of the project without the need for a pumped bypass.
5. The project warranty will be 1 year with the exception of those bidders who provided the second year of warranty at no additional cost.
6. The City will provide power and water for use by the CMAR during construction and startup at no cost.
7. Performance testing shall be based on specified influent design parameters, should influent characteristics be different than those specified performance testing metrics shall be revised.
8. CMAR will provide redline drawings and surveyed as-builts to the EOR, no CAD as-builts are included under this contract.
9. It is Wharton-Smith's understanding that part of this project is funded through SJRWMD. Wharton-Smith is committed to facilitating this process, as of the date of this submission the specific mechanics of the process have not been made know to Wharton-Smith.
10. Several pieces of equipment will be relocated under this contract, operation and maintenance of those items shall be performed by the City once relocation is complete.
11. Slabs, canopies, and roadways installed for temporary use by the CMAR will be left in place for use by the City at the completion of the project.
12. This contract has several phases work areas. Upon startup and completion of these areas a partial substantial completion/beneficial use will be issued so that the City can utilize the new processes for their benefit. At which time the City will assume operation, maintenance, and insurance for those items.
13. Several allowances have been incorporated into this GMP as follows, Wharton-Smith will obtain written approval prior to using the allowances
 - a. Permits- All costs associated with obtaining permits
 - b. Independent Testing- This includes geotechnical and material testing
 - c. Grout Injection- Grout Injection based on actual usage at the Digester foundation
 - d. Incoming Duke Power- Infrastructure costs associated with the new Duke Energy power feed for the digestors
 - e. Force Majeure Increases- Costs associated with market volatility due to Force Majeure related events

- f. Grit Removal- Removal of grit and sludge in SBR 1 through 3 beyond 6", to be billed on a per ton basis
- g. Initial fill of chemical- Initial fill of chemicals for startup and testing
- h. Grout Injection Monitoring and Reporting- 3rd party monitoring of grout injection and final certification documents
- i. Anchor Bolt Design- Costs for signed and sealed anchor bolt calculations for those suppliers who excluded the design
- j. Performance Testing Lab Costs- Laboratory Testing for verification of system performance

EXHIBIT 5 BID QUESTIONS AND CLARIFICATIONS

PLEASE REFERENCE THE ATTACHED LOG

ATTACHMENT 'B'

Leesburg Turnpike WWTF Upgrades							
Bid Questions and Comments							
Contractor EOR		Wharton-Smith HSC					
Comment No.	Bidder	Bid Package	Sheet/Reference	Bid Question/Comment	Response Action	Secondary Reviewer	Response to Question
1	CMS Modular	Precast Modular Buildings	110S-06 & SD-5	Notes 2 & 3 on 110S-06 do not match the finish schedule on SD-5. Which is desired?	HSC	Wekiva Engineering	Finish to be painted gypsum board per note 2 of Sheet 100S-06. Finish schedule has been updated on sheet SD-5 as well as note callouts on sheet 110S-06.
2	CMS Modular	Precast Modular Buildings	10V-02	Is the desire to have (2) independent thermostats in the biosolids electrical building in lieu of (1) MC400 controller?	HSC	EMI	Yes, two thermostats due to the costs.
3	TSC/UBP	Hybrid Screw PD Blowers	30M-02 & 10E-05	Are we (blower supplier) expected to provide the VFD for these (hybrid screw PD) blowers?	WSI		Electrician to provide.
4	Guardian Equipment	Sodium Hypo Feed	Specification 11260	Confirm TKM chemical metering pumps are an approved equal.	HSC	Carollo	City is standardizing on Prominent
5	Brevard Constructors	Prefabricated Buildings	Specification 13121	1.02 H calls for custom colors for exterior and interior panels and liners. 2.09.C says colors shall be selected by the owner rep from manufacturers standard colors. The interior of the panel is just an off white washcoat. If special color is needed for the interior, it will be even more costly.	HSC	Wekiva Engineering	Panel Finishes have been updated to specify manufacturer's standard colors.
6	Brevard Constructors	Prefabricated Buildings	Specification 13121	2.09.C calls for not less than 1.0 mil for exterior and interior of surface finish. Standard finish on exterior consist of a range of .85 to 1.2 mil dry film finish when you add the primer and the top coat. Standard on the interior wash coat is .55 mil.	HSC	Wekiva Engineering	Standard finish ranges 0.85 to 1.2 mils and 0.55 mil will be acceptable as proposed.13121 has been updated accordingly.
7	Brevard Constructors	Prefabricated Buildings	Specification 13121	2.02.B.2 calls for a collateral load of 5 psf. 2.02.C calls weight of mechnical equipment and process piping if greater than 8 psf. Either the collateral load needs to be 8 psf or 2.02.C needs to be changed to 5 psf. Please advise the considerations for design.	HSC	Wekiva Engineering	2.02B.3 has been updated to revised 8 psf to 5 psf.
8	Brevard Constructors	Prefabricated Buildings	90M-02	What does pipe weigh that is shown hanging from our structure on sheet 90M-02?	WSI		The 5 psf collateral load will cover the design of this vent pipe.
9	Brevard Constructors	Prefabricated Buildings	20S-03	Sheet 30S-03 shows spacing between lines C and D of 20'. Sheet 30S-09 shows the space between C and D to be 21'-4". Please advise?	HSC	Wekiva Engineering	Spacing between column lines C and D to be 21'-4". Overall dimension conflict on sheet 30S-09 has also been corrected.
10	Brevard Constructors	Prefabricated Buildings	90S-02	Sheet 90S-02 shows a roof slope of 1:12. Sheet 90S-03 shows a roof slope of 1/2:12. Which do we design too?	HSC	Wekiva Engineering	Slope to be 1/2:12.
11	Envirosales	Hybrid Screw PD Blowers	Specification 11375	Confirm Aerzen is an approved equal for the supply of the hybrid screw displacement blowers.	WSI		This alternate manufacturer will be considered, ANY deviations from the specifications must be noted on the bid form.
12	Moss Kelley	Hybrid Screw PD Blowers	Specification 11375	Confirm Excelsior is an approved equal for the supply of the hybrid screw displacement blowers.	WSI		This alternate manufacturer will be considered, ANY deviations from the specifications must be noted on the bid form.
13	Universal Painting	Painting & Coatings	Specification 03350	Can you confirm we (paintings & coatings) are only going to be carrying the (concrete) sealer?	WSI		Confirmed
14	Universal Painting	Painting & Coatings	Specification 09964	The bid manual references specification 09964. Please confirm there is no 09964 specification.	WSI		There is no specification 09964.
15	Universal Painting	Painting & Coatings	Specification 09961	Is there fusion bonded epoxy on the job? This is a specialty shot-applied product. This is not a specific epoxy coating product.	WSI		This product to be used as indicated in the plans and specifications
16	Universal Painting	Painting & Coatings	Specification 09961	Is there standard painted on epoxy linings included in the scope?	HSC		Did not see this specification listed
17	Universal Painting	Painting & Coatings	Specification 09900	Section 9900 has a coating schedule that specifically states to coat the interior and exterior concrete in processes 30,45,75,80,110 per section 3350. I do not see any coatings in section 3350 for exterior concrete walls or submerged concrete.	HSC	Wekiva Engineering/Carollo	Coatings required for chemical system trenches, tanks are to have a concrete finish and no coating. Updating table in 09900.
18	Universal Painting	Painting & Coatings	Specification 09904	Could you please confirm that 3.02.B is to be applied over the galv structural steel on the pre engineered metal buildings?	HSC	Wekiva Engineering	PEMB to recieve galvanized finishes as specified in 13121. No additional coating is to be applied over galvanized surfaces.
19	B.L. Smith Electric	Electrical	16370.2.01.B	Square D is listed as an approved VFD manufacturer but does not offer a 12-pulse design per specification 16370, 2.01.B. Please advise if a 6 pulse design combined with a line side matrix filter can be approved as an alternate equal design.	HSC	EMI	Danfoss, no equal.
20	Sander's Company	Instrumentation & Controls	13600	The specification calls for CompactLogix 5370 series PLCs, but we will need to use the newer CompactLogix 5380 series PLCs. This is because the Turnpike PLC is also used to poll several lift station sites using the serial port, and the serial port is only an option on the 5380 series PLCs.	HSC	EMI	This specification will be revised to require a Compact 5380 series.
21	Sander's Company	Instrumentation & Controls	13600	Due to item 20 above, and due to the fact that the City of Leesburg is looking to migrate to CompactLogix 5380 series PLCs, it is suggested that the other PLCs on this project (SBR, Filter, etc.) try to use 5380 series PLCs.	HSC	EMI	This specification will be revised to require a Compact 5380 series.
22	Sander's Company	Instrumentation & Controls	10I-02	The existing headworks RIO panel on drawing 10I-02 (labelled GRPLC) could not be located during the walkthrough. It appears that the existing headworks I/O actually goes to the existing SBR PLC that is to be removed. Please clarify.	HSC	EMI	SBR PLC to include I/O for headworks as currently specified.Confirm on Tuesday's (9/22) site visit.
23	Sander's Company	Instrumentation & Controls	13600	We would also like to replace the master lift station PLC in order to remove all SLC processors from the treatment plant.	HSC	Leesburg	This specification will be revised to require a Compact 5380 series.
24	Sander's Company	Instrumentation & Controls	11340	Who is providing the Filter Control Panels?	WSI		Owner furnished and supplied by Filter Manufacturer- Coordination and integration of this panel shall be included under this scope of work.
25	Sander's Company	Instrumentation & Controls	13600	There is I/O going from 90-CP-1 to PLC-E2 shown on drawing 90I-01 . Is there an I/O list that can be provided?	HSC	Leesburg	I/O count will be provided. The exact signals will be provided during the submittal process.
26	Sander's Company	Instrumentation & Controls	13600	There is I/O going from 50-CP-1 and 50-CP-2 to PLC-E2 shown on drawing 50I-01. Is there an I/O list that can be provided?	HSC	Leesburg	I/O count will be provided. The exact signals will be provided during the submittal process.
27	Sander's Company	Instrumentation & Controls	13615	In Specification 13615 for Process Instrumentation there is a Waste Sludge FE/FIT 1101 magnetic flowmeter listed. There is already an air flowmeter FE/FIT 1101. Is this a misprint? If not where is the size indicated on the mechanical drawings?	HSC	EMI	This specification will be revised.

ATTACHMENT 'B'

Leesburg Turnpike WWTF Upgrades							
Bid Questions and Comments							
Contractor EOR		Wharton-Smith HSC					
Comment No.	Bidder	Bid Package	Sheet/Reference	Bid Question/Comment	Response Action	Secondary Reviewer	Response to Question
28	Sander's Company	Instrumentation & Controls	13615	What size is the Flanged FE/FIT listed for breakout pricing on the Bid Form?	WSI		This is no longer required and will be removed from the bid form and scope of supply.
29	Sander's Company	Instrumentation & Controls	110I-01	There are Temperature Transmitters TIT1101 and TIT1102 shown on drawing 110I-01. Is there a specification for these?	HSC	EMI	These are furnished with the progressive cavity pump.
30	Sander's Company	Instrumentation & Controls	13615	Would you like us to include remote displays for the Vega Radar Level Transmitters?	HSC	EMI	Remote displays will be required for the decant, effluent PS, chemical storage. Plans and specifications will be revised.
31	Sander's Company	Instrumentation & Controls	DIV 16	VFD Question: The City requires a standard six (6) year on-site warranty that covers labor and materials on VFDs, will this be required on this project?	HSC	Leesburg	Yes.
32	Universal Painting	Painting & Coatings	Specification 09900	Specification states to paint the new galvanized conduit. Could you please make this a Unit price item or a based around a specific linear quantity for everyone? This is impossible for a painter to know how much conduit the electricians are going to run and how they are going to run it.	WSI		No galvanized conduit.
33	TSC/UBP	Hybrid Screw PD Blowers	Specification 11375	The specification describes the blower casing as a pressure vessel and requires us to provide a hydrostatic test of the casing. This is a typical compressor requirement and not typically used for blowers. Since a PTC 9 test is also required, and in our opinion, far superior and also redundant to the hydrostatic test, can the hydrostatic test be omitted?	HSC	Carollo	Maintain the hydrostatic test of the casing.
34	TSC/UBP	Hybrid Screw PD Blowers	Specification 11375	The specification calls for the blower silencers to be sized for 120% of the rated flow. This can drastically increase the overall size of the equipment and we do not recommend this. If it can be shown that the pressure drop though the supplied silencers is accommodated by the size motor provided can the 120% flow rating be omitted?	HSC	Carollo	Bid as specified.
35	TSC/UBP	Hybrid Screw PD Blowers	Specification 11375	The specification calls for the blower base to be API compliant, specifically API 686, Chapter 5, Section 3.8. This may complicate the design and result in non-standard components. Can this requirement be omitted?	HSC	Carollo	Baseplate to remain as specified.
36	TSC/UBP	Hybrid Screw PD Blowers	Specification 11375	The specification calls for flex joint to be supplied with 316 stainless steel flanges. We propose to supply external flex joints in this configuration, however our internal flex joints mate directly with painted carbon steel flanged faces completely internal to our system. We propose to supply our standard plated carbon steel flanged face flex joints internally to our system, is this acceptable?	HSC	Carollo	Provide stainless steel material as specified.
37	TSC/UBP	Hybrid Screw PD Blowers	Specification 11375	The drawings indicate a wafer body check valve is anticipated. Is a wafer body check valve acceptable or is a full flanged body check valve required?	HSC	Carollo	Drawings do not indicate check valve. Valve is specified in Section 11375 Section 2.19.
38	TSC/UBP	Hybrid Screw PD Blowers	Specification 09900	The coatings section, 09900, describes a different coating system than we would typically supply. We can provide what is specified but instead recommend instead our standard coating system, which is applied on all of our standard equipment and provides very fine results for all environments. Our coating would be factory primed and finished painted prior to shipment rather than field painted after installation. Is this acceptable?	HSC	Carollo	Provide coating as specified. Finish coating can be applied in the field.
39	B.L. Smith Electric	Electrical	N/A	Do you know if there are any as-builts available for the project, specifically the SBR basins?	WSI		Available as-builts will be provided in the addendum
40	SDC	Site Work	1/CD-02	The pavement repair detail shows 2” Type S-III Asphalt (2 Lifts). This type of asphalt is not the current standard. Is 2” Traffic Level C SP-9.5 (2 Lifts) an acceptable	HSC		Yes, this is acceptable. Detail revised.
41	City of Leesburg	General	C-05 & 90M-01	Instead of tapping the 6”PW for the eyewash and emergency shower connect to the 2”PW post RPZ located south of the Alum Room.	HSC		Maintain current plan for tapping water line.
42	City of Leesburg	General	30M-01	Doesn’t show demo of the baffle which separates the decant basin from the screw pump discharge, will the baffle be removed or cored? With this as is, effluent will not flow from the decant basin to the intermediate pump station.	HSC	Carollo	Adding notes to the drawings to cut in openings as specified in 02050.
43	City of Leesburg	General	30M-03	Detail 14 icon is for a motorized valve, suggest changing to manual icon .	HSC	Carollo	Providing a motorized actuator to the existing bypass gate
44	City of Leesburg	General	30M-04	No check valve on SBR-4 jet pumps, are check valves not needed?	HSC	Carollo	Check valves cannot be added, pumps need to reverse run. Plug valve on standby pump will need to be typically closed.
45	City of Leesburg	General	30M-04	Where is the door/access to SBR-4 pump area? Is the overhead crane going to have access to the SBR-4 pumps area?	HSC	Carollo	Roofing area is open access, no doors provided. Existing monorail will not access the SBR 4 pumps. Future gantry crane will be used for pump maintenance.
46	City of Leesburg	General	30M-05	On the 1/30M03 detail it appears the air header is connected to the motive pump suction.	HSC	Carollo	No connection, updating drawing to correct.
47	City of Leesburg	General	45M-01	What is the 4” stub up on the NW corner of the intermediate tank, it appears outside the tank wall. Seal water to the west pump labeled 1”PVC RAW should be RW. ¾” seal water arrow to 45 pump points to the 10” DIP .	HSC		Stub up deleted 45-M01 piping continues South per C-09. Callouts revised as well.
48	City of Leesburg	General	80M-02	Drawing 80 M-02 relocation of the Effluent meter head not shown.	HSC		Relocation added to drawing
49	City of Leesburg	General	90M-01	Drawing 90 M-01 eye wash tap, see first comment.	HSC		No change, per discussions on potential reclaimed connection
50	City of Leesburg	General	90M-02	Drawing 90 M-02 are degassing vents needed on the hypo lines?	HSC		1/2" PVC vent shown from pump skid to 6" vent piping. See revised drawing.
51	City of Leesburg	General	110M-01 & 110M-04	Extend sludge piping for future digesters 5’ beyond blower pad to the east. (suction to PD transfer pumps).	HSC		Below grade piping has been extended 5 to 10 feet from structure for future expansion. Above grade piping is left with a blind flange.
52	City of Leesburg	General	110M-05	No motor support on (sludge) transfer pumps, is none needed?	HSC		Extending equipment slab to accommodate pump motor
53	City of Leesburg	General	G07	“To South Sprayfield” should originate from Reject Storage Pond instead of Effluent storage pond.	HSC		Update process flow.
54	City of Leesburg	General	C04	Sheet C04 – Suggest rerouting power and fiber around new digester area.	HSC	EMI	Sludge digesters site location was adjusted at the 100 percent drawings to accommodate these utilities.

ATTACHMENT 'B'

Leesburg Turnpike WWTF Upgrades							
Bid Questions and Comments							
Contractor EOR		Wharton-Smith HSC					
Comment No.	Bidder	Bid Package	Sheet/Reference	Bid Question/Comment	Response Action	Secondary Reviewer	Response to Question
55	City of Leesburg	General	30M-04	Sheet 30M-04 – Extend vertical WAS line @ EL 87.56 inside of SBR4 to TOC @ EL 85.0	HSC		Cannot lower WAS piping due to structural "knee" wall to hydrostatically support SBR 3 wall.
56	TSC/Wemco	on-Clog Screw Centrifugal Pump	11313.3.01.B	Pump Data: Call our model # SFE5-R. R is the impeller that works well the design point, but given the other flows and heads listed we might propose a different impeller (H or L). Same model SFE5/. Is this okay?	HSC	Carollo	Correcting the curve numbers for the other conditions.
57	TSC/Wemco	on-Clog Screw Centrifugal Pump	11313.3.02.F	Spec calls for a vibration readings at the rated flow of each test speed. We can do this, however because the pump(s) are not grouted in place the readings really don't mean much and can't be compared to vibration readings taken during field testing. Should this still be done?	HSC	Carollo	Yes.
58	TSC/Wemco	on-Clog Screw Centrifugal Pump	11313.3.03.C	Spec calls for the wetted interior surfaces of the pump(s) (case & impeller) to be lined and coated with fusion-bonded epoxy. We typically don't do this or recommend this for these types of pumps, due to tight tolerances between the impeller and case liner. We ask that this requirement be removed from the spec.	HSC	Carollo	Coat the interior casing and volute/ductile iron components.
59	TSC/Wemco	on-Clog Screw Centrifugal Pump	Bid Manual 6.1.5.	Calls for the "Supplier shall complete a detailed vibration analysis on the pump, motor, and piping assemblies as detailed in the Contract Documents and certified the complete system shall meet all vibration requirements." I'm checking with Engineering to see if we can do this. This is typically handled by the Contractor via a third party testing firm that specializes in vibration analysis. Please confirm if you would like WEMCO to cover this or not?	WSI		Provide all testing as required by the specifications
60	Barney's Pumps	General	11315	Will the City allow us to submit a Value Engineering proposal for this section based on Rotary Lobe pumps such as LobePro? Rotary Lobe pumps are commonly used for pumping digested sludge and are generally initial cost and lower total cost of ownership than conventional progressive cavity pumps.	HSC		Not necessary for this equipment.
61	Barney's Pumps	General	N/A	Will the City allow us to submit a Value Engineering proposal to add in-line Grinders (like Muffin Monster) ahead of the Digested Sludge Pumps? It is a good practice to include some sort of grinder ahead of Progressive Cavity or Rotary lobe pumps when in Digested Sludge pumping service. This will eliminate any ragging and keep maintenance costs to a minimum. This is not include in the current design, but can be added with relatively little system modification. These units come with control panels and require relatively little power (~3 HP).	HSC	Carollo	Not necessary for this equipment.
62	Barney's Pumps	General	11373 & 11375	Will the City allow us to submit a Value Engineering proposal for these sections based on the Single Stage High Speed Geared Blowers such as Turblex? Single Stage geared blowers have the highest efficiencies, greatest turn-down, and longest lifespans in the blower industry, resulting in dramatic reduction in electrical consumption and lowest total cost of ownership. Often this savings is so significant that it pays back the cost of the equipment within a few years. Howden is an expert in integration and can assist with integrating these blowers into the customer's operation.	HSC	Carollo	Not necessary for these items.
63	Chinchor Electric	Electrical	N/A	What is the engineers estimate for the project?	WSI		\$23.4 Millon
64	Chinchor Electric	Electrical	N/A	What is the projected number of calendar days for substantial completion?	WSI		Schedule was included with bid package file download, bidder should take note to review ALL documents provided.
65	Chinchor Electric	Electrical	16110.1.01.B & 16110.2.02.B.1	Spec section 16110, 1.01/B states that below grade conduit will be schedule 40 pvc, but then paragraph 2.02/B/1 states that Non-Metallic conduit and fittings shall be schedule 80 PVC. Which type is required?	HSC	EMI	PVC-40
66	Chinchor Electric	Electrical	16110.3.01.E/F, 10E-11, 16050.2.01.D	Spec section 16110/3.01/E & F states that Conduit straps shall be type manufactured by "CLIC" and multiple conduit runs will be supported on fiberglass horizontal members and threaded rod. Sheet 10E-11 detail shows aluminum channel, straps and threaded rod. Spec section 16050/2.01/D says all fasteners shall be type 316 stainless steel. Which type would be used in what areas?	HSC	EMI	Fasteners to be 316 SST with alum channel. Specs will be revised.
67	Chinchor Electric	Electrical	DIV 16	Can you confirm if all mounting hardware and conduit straps will be 316 stainless steel?	WSI		Yes, unless specifically noted otherwise.
68	Chinchor Electric	Electrical	16402.3.01.F	Spec section 16402/3.01/F states duct entrances to buildings and structures shall be made with steel conduit not less than 10 feet long. Would this be changed to aluminum? Does it apply to all new underground conduits stubbing up through a slab?	HSC	EMI	Stub up through slab to be aluminum only
69	Chinchor Electric	Electrical	16120	Is VFD cable required? If so, could specs be provided?	HSC	EMI	Yes, specs will be revised.
70	Chinchor Electric	Electrical	DIV 16	Will the electrical contractor be responsible for providing their own surveyor?	WSI		Yes.
71	Chinchor Electric	Electrical	15119	Could specs or a preferred manufacturer part number for the MOV surge protectors be provided?	WSI		EDCO- SLAC
72	Chinchor Electric	Electrical	16170 & 16460	Since the existing MCC 1 and 2 are G.E., is G.E. an approved equal for disconnects and transformers? They appear to only be listed for panelboards.	HSC	EMI	No. GE disconnects not allowed.
73	Chinchor Electric	Electrical	10E-05	Is the intent to use existing conduits and replace the conductors for blowers 1-4?	HSC	EMI	Provide new conduit.
74	Chinchor Electric	Electrical	10E-05	Is MB2 an existing enclosure getting a new 1200amp breaker? Who is the manufacturer of MB2 and what is the model number?	HSC	EMI	MB2 is new in its entirety. GE, Sq-D, and Eaton is acceptable.
75	Chinchor Electric	Electrical	10E-05	Are the breakers in bold in the 3000amp Square D MSB shown on sheet 10E-05 supposed to be provided as new?	HSC	EMI	Only the 150A and 1200A to MB2. All others are existing.
76	Chinchor Electric	Electrical	10E-05	Are all the disconnects shown on the power riser on sheet 10E-05 to be replaced/provided as new by the electrical contractor?	HSC	EMI	Yes.
77	Chinchor Electric	Electrical	10E-06	Is there more than two Jet pumps? The front view of MCC-2 shows two buckets labeled "30-P-42".	HSC	EMI	For SBR 4, two new jet pumps.
78	Chinchor Electric	Electrical	16402	Do any of the duct bank sections require steel reinforcement?	HSC	EMI	No.
79	Chinchor Electric	Electrical	10E-06	Are the proposed MCC sections to bolt to the busbars of the existing MCC?	HSC	EMI	Provide tap box and cables.
80	Chinchor Electric	Electrical	30E-01	Are 30-LCP-1,2,3,4 all new panels being installed on the north portion of the SBR.	HSC	EMI	Yes.
81	Chinchor Electric	Electrical	10E-04	Are the two 4" conduits from the existing Duke junction box to the new pad mounted transformer for the new proposed electrical building to be concrete encased?	HSC	EMI	Yes.
82	Chinchor Electric	Electrical	10E-03 & 10E-04	We only see precast pull boxes 1,2,3,4,5,6,7,8,13 and 14. Are these 10 the only new precast pull boxes?	WSI		Provide pullboxes as necessary to complete the electrical scope of work as required. #13 & #14 to change to #9 & #10
83	TEE/Peerless	Vertical Turbine Pumps	11214.2.13.A	2.13 A: In this chart discharge heads are labeled as cast heads but in section 2.04A it says heads must be fabricated. Are cast heads acceptable?	HSC	Carollo	Cast or fabricated is acceptable. Specification has been updated.
84	TEE/Peerless	Vertical Turbine Pumps	11214	Pumps are specified with solid shaft motors with a spacer coupling. This would allow for other types of seals to be used without the need to remove the motor. Are cartridge seals acceptable?	HSC	Carollo	Cartridge mechanical seals are acceptable.
85	TEE/Peerless	Vertical Turbine Pumps	11214.2.09.B	2.09 B: This sections makes mentioned of pump bowl rings but there is no other details provided. Are bowl wear rings required? if so, what types of materials are acceptable?	HSC	Carollo	Yes, required. Bowl wear ring materials listed in Table 2.13 A under impeller weare ring section.
86	TEE/Peerless	Vertical Turbine Pumps	11214	Spare parts list alludes to the fact that pumps can be provided with packing. Are packed pumps acceptable?	HSC	Carollo	No, mechanical seal specified. Specification modified.
87	TEE/Peerless	Vertical Turbine Pumps	11214.3.04.G	3.04 G: This section calls out for a full scale test of the pump. This normally includes, the use of a job motor but is unclear. Please confirm if full scale factory test is to include job motors.	HSC	Carollo	Confirmed. Full scale test includes job motors. Specification modified.

ATTACHMENT 'B'

Leesburg Turnpike WWTF Upgrades							
Bid Questions and Comments							
Contractor EOR		Wharton-Smith HSC					
Comment No.	Bidder	Bid Package	Sheet/Reference	Bid Question/Comment	Response Action	Secondary Reviewer	Response to Question
88	TEE/Peerless	Vertical Turbine Pumps	11214.3.05.A	3.05 A: Peerless Bowls 20" and smaller come standard with Vitreous Enamel from the foundry. Attached is the cutsheet for this coating. Is this interior bowl coating acceptable for bowl 20" and smaller?	HSC	Carollo	Coating acceptable.
89	TEE/Peerless	Vertical Turbine Pumps	11214	Specs call for an "antivortex suction Baffle" which based on the plans provided, we interpret to be a pump vortex suppressor. What type of material should this be? 316SS? Galvanized steel?	HSC	Carollo	Not required, specification modified.
90	MTS/Seepex	Progressive Cavity Pumps	11315.2.03	11315-2.03 – BN style pump don’t have internal bearings. They utilize the bearings in the gear box directly coupled to the pump and are oil lubricated.	HSC	Carollo	Updated specification section to provide the alternate bearing design.
91	MTS/Seepex	Progressive Cavity Pumps	11315.2.05	11315-2.05 – SEEPEx doesn’t offer a fiber deflector. This is a design of another pump manufacturer.	HSC	Carollo	Specification section calls for either a fiber deflector or joint cover.
92	MTS/Seepex	Progressive Cavity Pumps	11315.2.10	11315-2.10 – BN style pump is direct coupled and will not have a belt drive or coupling as called out in this paragraph.	HSC	Carollo	Removed text from specification section
93	MTS/Seepex	Progressive Cavity Pumps	11315.3.A	11315-Part 3-A – No spare bearings provided as no bearing are in pump. SEEPEx pump uses pin joints. SEEPEx will not supply spare gear joints. SEEPEx will supply 2 complete joint kits for spares	HSC	Carollo	Updated text in specification table
94	Heyward/Evoqua	SBR Equipment	11390B.1.02.A	Do not see any General Conditions or Section 01330. Could these be sent?	WSI		Provided with bid documents as a separate file named "Leesburg General Conditions"
95	Heyward/Evoqua	SBR Equipment	11390B.1.02.K	Do not see any General Conditions provided to determine a PPG length. Could this be sent?	HSC	Carollo	N/A
96	Heyward/Evoqua	SBR Equipment	11390B.1.03.A.3	Given the context of the paragraph the two locations of the word “design” needs to be replaced with the word “month”.	HSC	Carollo	Update section.
97	Heyward/Evoqua	SBR Equipment	11390B.1.03.A.8	Is the specified OTE of 21.5% listed as a not to exceed for design purposes, or is a field OTE test going to be required to prove this value is achieved?	HSC	Carollo	N/A
98	Heyward/Evoqua	SBR Equipment	11390B.1.03.A.13	The PPG will cover the SBR System and not “each” individual SBR. That’s not feasible unless there’s a composite sampler on each SBR. Finally, the influent parameters cannot exceed the design parameters as outlined in Service Conditions. That needs to be defined in any PPG.	HSC	Carollo	N/A
99	Heyward/Evoqua	SBR Equipment	11390B.2.04	Please confirm that Aeration Blowers as specified in 11375 are not by Evoqua.	WSI		Confirmed
100	Heyward/Evoqua	SBR Equipment	11390B	General observation: this Section does not list the four (4) modulating air FCVs for each SBR. Please confirm these are to be provided by Evoqua. Similarly, please confirm if the two (2) manual knife gate and two (2) manual plug valves for the Jet Motive Pumps’ isolation on SBR 4 are to be provided by Evoqua or by W-S.	WSI		Evoqua to provide. WSI to clarify on addendum 1.
101	Heyward/Evoqua	SBR Equipment	11390B.2.07.A	Please confirm that the Waste Activated Sludge Pumps as specified in 11313 are not by Evoqua.	WSI		Confirmed. Evoqua is responsible for providing the suction manifold for the WAS pumps (4).
102	Heyward/Evoqua	SBR Equipment	11390B.2.07.C	Please confirm that the Sludge Collection Manifold is by Evoqua or others? If by Evoqua, usually only smaller SC Manifolds are made of PVC. Since these are larger SC Manifolds, if Evoqua is to provide, could the same FRP material specified for the decanters be acceptable for the SC Manifold or is only the specified PVC acceptable?	HSC/Carollo/WSI		Provide either PVC or FRP - coordinate connection to the ductile iron piping
103	Heyward/Evoqua	SBR Equipment	11390B.2.09.A.3.gg.a	Endress+Hauser has informed Evoqua the compressed air cleaning system as specified isn’t meant for the ORP probe. Please advise if this can be removed. Typically, these are not included in biological solids applications anyway. Or please provide specific model number of compressed air cleaning system required.	HSC	Carollo	N/A
104	Heyward/Evoqua	SBR Equipment	11390B.2.09.A.3.gg.f.6)	This calls for a CPF82D probe for ORP/pH/Temp Sensor. However, this model only measures ORP & Temp – not pH. Is this still acceptable? If not, and pH is also required this will need to be modified to specify CPS16D which can provide all three measurements simultaneously over ethernet.	HSC	Carollo	pH is not needed for aeration control.
105	Heyward/Evoqua	SBR Equipment	11390B.2.10.A.9	Are the ¾” SST ball valves (V320) for each air flow meter by Evoqua or others?	WSI		By Evoqua
106	Heyward/Evoqua	SBR Equipment	11390B.2.12.A.8 & Sheet 10I-02	This paragraph requires all (5) panels be powered by a UPS during a power outage and Sheet 10I-02 shows a single UPS in the main panel. Please confirm this is accurate or if it would be more desirable to provide an individual UPS for each panel (5 total) to eliminate the low voltage wiring/conduit required with a single UPS powering all of them.	HSC	EMI	Yes. Provide one UPS in the 30-CP-1 for all 5 panels.
107	Heyward/Evoqua	SBR Equipment	11390B.2.12.B.3.a	We’d be happy to provide simulation testing, but we will need to add temporary programming to mimic the real-world equipment. As such, the exact software <i>technically</i> can’t be used simply because real equipment wouldn’t be wired to it yet. Additionally, this paragraph would have an impact on delivery schedule and adds about 2 extra weeks of electrical engineering work. Our standard is to rigorously factory test each parameter of a program before startup and then to provide a real-world commissioning test with equipment landed in the panel to make sure the system is responding as it should. Software items that are not responding or operating improperly are then revamped in-situ until proper operation is established. If this is acceptable then we recommend that this simulation requirement be removed.	HSC	EMI	Modify the section.
108	Heyward/Evoqua	SBR Equipment	11390B.2.12.B.3.d	Please clarify if this paragraph is referring to the hard drive of a PC machine. Evoqua is not providing a PC or SCADA. The HMI included with the SBR Panel does not have any hard drive options. Any event, alarm, and/or flow trending relevant to the simulation/test can be provided in a log file (.xlsx) electronically. Please advise.	HSC	EMI	Events and alarms shall be recorded and stored in as part of the SCADA system.
109	Heyward/Evoqua	SBR Equipment	11390B.2.12.B.4.c	The most current Allen Bradley products do not offer serial communication.	HSC	EMI	Updating the PLC call out to 5380 from 5370
110	Heyward/Evoqua	SBR Equipment	11390B.2.12.B.5.g	Item g. lists testing standards which may or may not apply to the supplied hardware. Below is a list of the I/O modules that Evoqua will have to include. Does this section apply to the following hardware? Digital inputs: 1769-IA16 Digital outputs: 1769-OW16 Analog inputs: 1769-IF8 Analog outputs: 1769-OF8C	HSC	EMI	N/A
111	Heyward/Evoqua	SBR Equipment	11390B.2.12.D.10	Please provide specific model number for the fiberoptic patch panel.	HSC	EMI	To be addressed during submittal process.
112	Heyward/Evoqua	SBR Equipment	11390B.2.12.J.7	We need specific model number for the modem surge suppression to supply correctly.	HSC	EMI	To be addressed during submittal process
113	Heyward/Evoqua	SBR Equipment	11390B.2.12.M	These operators will be numerous and may increase the panel size. Previous discussions indicated that no operators or indicating lights were required on the main SBR panel. Please advise/confirm that manual operators are desired.	HSC	EMI	Provide only the touchscreen, lights and switch shall be removed.
114	Heyward/Evoqua	SBR Equipment	11390B.2.12.N.5.b.2)	Decant valve failure cannot cause a Filled Decant condition. In the event of a Decant Valve failure the SBR will be taken out of service by the PLC and influent will be diverted to another basin. However, we do recommend that the downstream operations described in this paragraph occur with an ETWL float/alarm event instead. In that instance it’s feasible to have a “bad” decant that would need to be rejected due to insufficient settle time prior to the ETWL float being tripped.	HSC	EMI	Modify the section.

ATTACHMENT 'B'

Leesburg Turnpike WWTF Upgrades							
Bid Questions and Comments							
Contractor EOR		Wharton-Smith HSC					
Comment No.	Bidder	Bid Package	Sheet/Reference	Bid Question/Comment	Response Action	Secondary Reviewer	Response to Question
115	Heyward/Evoqua	SBR Equipment	11390B.3.04.C	Evoqua takes exception to this paragraph on the grounds that it creates a performance obligation that is subjective and not defined. Evoqua cannot agree to OTE or a mixing test specifically because this paragraph requires repair/replacement if satisfactory results are not obtained based on personal judgement/opinion. Instead, we recommend 3.04.C be removed and that all performance obligations & liabilities be as defined in the provided PPG and that the OTE and mixing be deemed satisfactory so long as the PPG is met.	HSC	Carollo	Satisfactory results can be defined as operating in accordance with the specification and meeting or exceeding the permit effluent limits.
116	Heyward/Evoqua	SBR Equipment	15100.2.11.A	Please confirm what coating needs to be done by the valve manufacturer at the shop? Finish coating should be by others. Is just the prime coat required from the factory or intermediate coat as well?	WSI		Prime coat that is compatible with field applied intermediate and finish coats
117	Heyward/Evoqua	SBR Equipment	15100.2.11 & 09900.2.03.A	DeZurik standard coating is Sierra Universal Epoxy (information previously provided) 8 mill interior & exterior suitable with all topcoats. Please confirm whether Sierra would be acceptable equal to Tnemec? Additionally, please advise if only a prime coat by factory is needed, or if factory must do the intermediate coat too. Please clarify that final coat is in the field. DeZurik strongly discourages final coat being done in the factory.	HSC	Carollo	Provide coating as specified. Finish coating can be applied in the field.
118	Heyward/Evoqua	SBR Equipment	15100.2.14.B	Please update DeZurik Series KGS to read KGC (new nomenclature). KGC material differs slightly from what is specified. Please modify Body to include 316SS ASTM 351 CF8M and modify Stem to 304SS	HSC	Carollo	Updated materials in specification section.
119	Heyward/Evoqua	SBR Equipment	15100.2.14.E.4 & 5	Figure 118 is also old nomenclature that refers to the PEC valve. A PEC valve does not have a 100% port; so, since that is specified, please delete Figure 118 and keep the “PEF” model. If an 80% port opening is acceptable then this can be “PEC”. Please revise packing to either BUNA N or Teflon – not butadiene filled Teflon as that is not available.	HSC	Carollo	Specification calls for PEF which is 100 percent port opening. Will remove reference to Figure 118.
120	Heyward/Evoqua	Coarse Bubble Diffusers	11377A.2.02.C	At the specified gassing rate and depth, the specified OTE is not going to be achievable and we would have to take exception to this. Generally, 0.75%/ft of submergence is used for coarse bubble.	HSC	Carollo	Bid as specified.
121	Heyward/Evoqua	SBR Equipment	16150.2.02.A.2	Motors are inverter ready and meet NEMA MG 1 Part 31 4.4.2. Only standard variable frequency marking will be provided. Exception is taken to submitting in writing motor is suitable for the drive.	HSC	EMI	Accepted.
122	Heyward/Evoqua	SBR Equipment	16150.2.02.E.2	600% maximum starting current is not applicable when used with VFD. Maximum starting current will exceed 600% full load current when used on sine wave power.	HSC	EMI	Correct if no bypass used.
123	Heyward/Evoqua	SBR Equipment	16150.2.02.E.3	Motor service factor on FVD to be 1.00	HSC	EMI	Correct.
124	Heyward/Evoqua	SBR Equipment	16150.2.02.E.7	Final coating by others and not in the factory.	HSC	Carollo	Acceptable.
125	Heyward/Evoqua	SBR Equipment	16150.2.02.E.12 & F.5	Screens are not available and not applicable for TEFC motors.	HSC	Carollo	Acceptable.
126	Heyward/Evoqua	SBR Equipment	16150.2.02.E.15.d	Motors are AC induction motors; therefore, rotor windings are not applicable. Motors will come with standard cast aluminum rotors.	HSC	EMI	Acceptable.
127	Heyward/Evoqua	SBR Equipment	16150.2.02.F.1	Motors are not designed specifically for inverter operation. Motors are suitable for use on sine wave power, are inverter ready, and meet NEMA MG 1 Part 31 4.4.2. Exception is taken to specifically certifying that the motors are compatible with the variable frequency drive that are to be used with the motors. Motors are suitable for variable torque speed range of 6 to 60 Hz. Motors will come with Class F insulation. Only standard winding thermostats will be provided. Each motor will come with three winding thermostats with leads terminating into the main conduit box.	HSC	EMI	T-Stat ok. Provide Inverter duty rated pumps. Provide as specified.
128	Heyward/Evoqua	SBR Equipment	11319.2.04.A	Sulzer pumps takes exception to the last two sentences of this paragraph as they cannot provide this design.	HSC	Carollo	Provide Sulzer as an optional value engineering items for review against Goulds.
129	Heyward/Evoqua	SBR Equipment	11319.2.05.A	Sulzer requests to add “minimum” of 4-vane.	HSC	Carollo	Provide Sulzer as an optional value engineering items for review against Goulds
130	Heyward/Evoqua	SBR Equipment	11319.2.05.B	Goulds ITT Pumps requests to strike “impeller material” replace with “elbow casing material”.	HSC	Carollo	Assume related to section 2.12, wil update material in 11319.
131	Heyward/Evoqua	SBR Equipment	11319.2.05.A	Strike Lantern Ring row – not applicable.	HSC	Carollo	Assume section 2.12, and will remove lantern ring reference from Section 11319.
132	Heyward/Evoqua	SBR Equipment	11319.2.05.A	Strike Casing Liner and replace with Elbow Liner. Strike Stainless Steel materials and replace with Cast Iron. Strike AISI Type 316 and replace with A48 Class 35B.	HSC	Carollo	Assume related to section 2.12, will update material in 11319.
133	Heyward/Evoqua	SBR Equipment	11319.2.05.B & C	Strike both paragraphs in their entirety as they are not applicable to these pumps.	HSC	Carollo	Assumed section of 2.12 - update only paragraph C. Bid other materials as specified.
134	Heyward/Evoqua	SBR Equipment	11319.3.01	Revise minimum efficiency to 68% in Condition 1. Pump Manufacturers do not guarantee secondary condition points. There is no need for secondary condition points as the pumps need to be operating at Condition 1 for proper treatment and oxygen transfer efficiency in the SBR. Please delete Conditions 2 & 3. Revise Maximum NPSHr to 32 (currently at 25)	HSC	Carollo	Provide guarantee at design condition, other points are to define the pump curve. Updating NPSHr.
135	Heyward/Evoqua	SBR Equipment	11319.3.02.A	Replaced the words “Level ‘A’” with Grade 1U.	HSC	Carollo	Updating section 3.02.A.
136	Heyward/Evoqua	SBR Equipment	11319.3.03	Please clarify what coating needs to be done by the pump manufacturer at the factory? Is factory prime coat acceptable with final coat by others to match adjacent piping?	WSI		Coatings shall be per specifications, final color-matched finish to be applied in field
137	Heyward/Evoqua	SBR Equipment	11319.3.04.A	Outdoor storage is not recommended and may void warranty.	WSI		Manufacturer is responsible for shipping the products in such a manner that they can be stored outdoors. Manufacturer shall provide specific instructions for rotation of motors and motor heaters.
138	Heyward/Evoqua	SBR Equipment	11319.3.06	Please confirm that the tests specified here are performed by W-S and that all accessories to perform such tests (i.e. temporary flow meter, etc.) are the responsibility of W-S.	WSI		Supplier to provide products in accordance with specifciations. Supplier shall make provisions to provide alternate accomodations for scope gaps from their manufacturers.
139	Heyward/Evoqua	SBR Equipment	11319.3.07	Like paragraph 3.06, each pump manufacturer is stating that the “Contractor to make all necessary corrections and adjustments including but not limited to labor, parts, or freight at no additional cost to the Owner.”	WSI		Supplier to provide products in accordance with specifications. Supplier shall make provisions to provide alternate accomodations for scope gaps from their manufacturers
140	Heyward/Evoqua	SBR Equipment	SBR Equipment Bid Manual 4.9.1	Payment & Performance Bonds it states that W-S “may” require Bonds for all “Subcontract” Bid Packages. As a “Supplier” will Evoqua be required to provide these Bonds in “Exhibit F” of the Sample Subcontractor Agreement?	WSI		No.

ATTACHMENT 'B'

Leesburg Turnpike WWTF Upgrades							
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Comment No.	Bidder	Bid Package	Sheet/Reference	Bid Question/Comment	Response Action	Secondary Reviewer	Response to Question
141	Heyward/Evoqua	SBR Equipment	SBR Equipment Bid Manual 5.3.3	A Sample PO Agreement and Sample Subcontract Agreement was provided. Will the Agreement between Evoqua & W-S be by the terms in the Sample PO or the Sample Subcontract Agreement? If the former, what items from the Sample Subcontract Agreement are required of Evoqua for bid, if any?	WSI		The previously agreed upon PO Terms and Conditions will apply.
142	Heyward/Evoqua	Coarse Bubble Diffusers	11377A	Evoqua requests a Bid Manual for the Aerobic Digester Coarse Bubble diffusers. Or should this be a part of our SBR package?	WSI		This was previously sent to Heyward under separate cover.
143	Heyward/Evoqua	SBR Equipment	Sheet 10I-04	Add 30-PE-2 thru -5 to Pressure Transmitter Process Tap Detail	HSC	EMI	Adding to the mounting details.
144	Heyward/Evoqua	SBR Equipment	Sheet 30I-01	It appears SBR #2 needs to be changed to Process 30. Tags are using a value of “20” instead of “30”.	HSC	EMI	30I-01 will be updated with the correct tabs.
145	Heyward/Evoqua	SBR Equipment	Sheet G-08	Hydraulic profile for the SBR should be updated so that TWL (or NHWL) is 105.00 and BWL (or Min WL) is 100.15. Max water level for Post-EQ is going to be a function of decanter hydraulics. This represents only 2.15-ft of hydraulic differential between the SBR BWL which means the decanter will stop working and will not flow until there is more differential. It is imperative that the Post-EQ pumps can meet or exceed the peak flowrate to the Plant to keep the Post-EQ low enough for proper decanter operation. Finally, the EQ Process should be revised to 45 (currently listed as 30) and Disk Filter to Process 50 (currently 45).	HSC	Carollo	Level elevations will be modified in G-08, elevation shown in the decant channel is the proposed HWL alarm condition.
146	Heyward/Evoqua	SBR Equipment	Sheet 30M-03	I’m concerned at how close the two (2) suction pipe intakes are to the jet header. There may be a chance for air entrainment and pump cavitation at only 10-ft apart. Please advise if there is any chance these could be separated further otherwise Evoqua may have to change the location of the first pair of jet nozzles. The pneumatic flushout is still incorrectly labeled as 12” and needs to be 14”.	HSC	Carollo	Update 30M-04 to extend suction piping further distance from the jet header.
147	Heyward/Evoqua	SBR Equipment	Sheet 30M-05	Section 2 calls out Floor Stand Type II as Detail 8 of MD-03. Revise to Detail 7 of MD-03.	HSC	Carollo	Update call out on 30M-05
148	Heyward/Evoqua	SBR Equipment	Sheet 45M-02	Section 2 water levels of Decant Pump Station do not match the hydraulic profile in G-08.	HSC	Carollo	Update liquid levels - confirm with G-08 and 45M-02.
149	C&V/Flowserve	Vertical Turbine Pumps	11214.2.12.B	2.12, B: Clarify if FEA is for Above Ground or Below Ground. The way it is written suggests a Full/Complete FEA, which is expensive and very time consuming.	HSC	Carollo	No change to the contract documents.
150	C&V/Flowserve	Vertical Turbine Pumps	11214.2.13.A	2.13, A: Confirm Discharge Head to be fabricated steel.	HSC	Carollo	Fabricated steel is acceptable. Specification modified.
151	C&V/Flowserve	Vertical Turbine Pumps	11214.2.13.A	2.13, A: Confirm that lineshaft bearing material can be Buna-N. EPDM is not a material available.	HSC	Carollo	Buna-N or EPDM. Specification modified.
152	C&V/Flowserve	Vertical Turbine Pumps	11214.2.13.A	2.13, A: Enclosing tube is not applicable for this application.	HSC	Carollo	Reference deleted. Specification modified.
153	C&V/Flowserve	Vertical Turbine Pumps	11214.3.06.B	3.06, B: Recommended change in language from Anti-Suction Vortex Baffles to Anti-Vortex Basket Strainer.	HSC	Carollo	Anti vortex baffle removed, specification modified.
154	C&V/Flowserve	Vertical Turbine Pumps	11214.3.10	3.10: Request a warranty for equipment providers be stipulated on determinable dates. Like 42 or 48 months from delivery since substantial completion is not a timeline warranties can be purchased based on with motor suppliers.	WSI		Warranties will commence at beneficial use as determined by the City of Leesburg
155	C&V/Flowserve	Vertical Turbine Pumps	11214.2.01.D	2.01, D: Preferred operating range of 55% to 130% is specific to a particular pump. Please review and confirm attached selections are acceptable.	HSC	Carollo	Revised range to 70%-120%. Specification modified
156	C&V/Netsch	Progressive Cavity Pumps	11313.3.01.B	Section 11313, 3.01, B “Pump Data”. We request the name Wemco Hidrostal be changed to Hidrostal E5K-S4R. Hidrostal has manufactured these pumps for over 60 years and ended their relationship with Wemco to supply pumps directly to the municipal market.	HSC	Carollo	Updating Section 11313.
157	C&V/Netsch	Progressive Cavity Pumps	11313.2.07	Section 11313, 2.07. Request confirmation that Hidrostal’s preferred seal for municipal applications is acceptable; the Chesterton 442C split seal with 316SS/CBN/SilCar/FKM and a 316SS SpiralTrac DI.	HSC	Carollo	Review of components will be performed as part of the equipment submittal.
158	C&V/Netsch	Progressive Cavity Pumps	11315.4.01	Section 11315, 4.01 “Table” Request Netzsch be listed as an approved equal.	HSC	Carollo	Added Netzsch in the section.
159	Cogburn Electric	Electrical	16110.3.01.E & F	16110 3.01.E & F state that the conduit straps, clamps, back plates, supports and rods are to be non-metallic. Most of the existing material like these are Aluminum, can Aluminum be the standard?	HSC	EMI	Yes all exposed conduit to be aluminum.
160	Cogburn Electric	Electrical	DIV 16	Is it expected that de-watering will be needed on this site for duct banks?	WSI		Bidder shall examine provided geotechnical reports and provide dewatering for all work to be completed under their contract.
161	Cogburn Electric	Electrical	DIV 16	Please confirm that the metering for the temp power is for recording usage and not billing as stated at the pre-bid.	WSI		Confirmed, metering is for record purposes only.
162	Cogburn Electric	Electrical	DIV 16	The Pullbox detail on 10E-11 in the notes states that PB8 is to be 24” square. I haven’t found this pullbox, I’ve found #'s 1, 2, 3, 4, 5, 6, 7, 13 & 14 as well as several wall mounted PB’s on 10E-03. Where is PB8?	HSC	EMI	PB8 is on sheet E04 sheet grid 1-D.
163	Exceletech	Painting & Coatings	DIV 09	Is there any interior submerged concrete coatings required on this project? WWTP’s often require coatings in at least the head space of closed top tanks and P.S.’s. due to the buildup of corrosive gases.	HSC	Wekiva Engineering	No interior submerged coatings are required at CIP concrete tanks.
164	Exceletech	Painting & Coatings	30M-04	Drawing 30M-04 Detail 2 show a 20” ML-1 entering the SBR’s from the Jet Pumps. On drawing G-04 there is no ML-1 listed. Are the submerged 90’s and spool pieces of the Jet piping DIP? The remaining Jet Header is SST correct?	WSI		Correct.
165	Exceletech	Painting & Coatings	90S-04	Drawing 90S-04 Detail 1 shows application of closed cell foam and intumescent fireproofing. Who is responsible for the coating per Note 5 on the drawing that mentions coating of the intumescent coating?	WSI		The paintings and coatings contractor is responsible for this coating.
166	Exceletech	Painting & Coatings	DIV 09	Will all new electrical motors & pumps require a field applied finish coat?	HSC		Yes. In accordance with the project specifications.
167	Exceletech	Painting & Coatings	03350.3.02.D	The coating contractor is only responsible for the concrete sealer in Section 03350 Paragraph 3.02D please confirm.	WSI		Confirmed.
168	Exceletech	Painting & Coatings	13121	The chemical storage feed & the Jet Pumps canopy rigid structural framing is galvanized and the secondary framing has a G90 coating per Section 13121. Are both of these structures to be painted? If so, keep in mind they will require a SSPC-SP7 Sweep blast prior to installation of any roof or side panels.	HSC		No coating are to required to be applied over galvanized PEMB canopy systems.
169	CEJ/Grundfos	Sodium Hypo Feed	11260.1.3.A.1	1.3A 1. We respectfully request Grundfos metering pumps be added by Addenda –Bulletin Attached.	HSC		No, City is standardizing on prominent.
170	CEJ/Grundfos	Sodium Hypo Feed	11260.1.3.A.1	1.3A 1. Please also add Grundfos factory and/or CEJCO Services as the supplier of the Chemical Metering Equipment.	HSC		No, City is standardizing on prominent.
171	CEJ/Polyprocessing	ene Sodium Hypochlorite Storage	13209	Are the tank single or double wall?	HSC		Double walled. Section 13209 has been updated.
172	CEJ/Polyprocessing	ene Sodium Hypochlorite Storage	13209	If single wall, is there to be a notched concrete pad for a full drain outlet?	WSI		Manufacturer to provide details on notching requirements
173	CEJ/Polyprocessing	ene Sodium Hypochlorite Storage	13209.2.03	OR1000 Chemical Resistant lining required. Add paragraph for OR1000 Chemical Resistant lining.	HSC		No change to the contract documents.
174	CEJ/Polyprocessing	ene Sodium Hypochlorite Storage	13209.2.07.F	Use BOSS fittings with flexible connections for side wall. Flexible connections are required for side wall fittings to meet warranty. Drawings show expansion joints with bellows fitting but not referenced in specs. Add reference to BOSS & Bellows Fittings, expansion joints, and/or flexible connections where required.	HSC		Expansion joints added to sectio 13209.
175	CEJ/Polyprocessing	ene Sodium Hypochlorite Storage	13209.2.09	Thermally fused fittings for linear tanks. Not applicable. Tanks are specified as cross linked. Remove from spec.	HSC		Reference deleted from Section 13209

ATTACHMENT 'B'

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Comment No.	Bidder	Bid Package	Sheet/Reference	Bid Question/Comment	Response Action	Secondary Reviewer	Response to Question
176	CEJ/Polyprocessing	ene Sodium Hypochlorite Storage	13209.3.01.B	Tank Dimensions: Dimensions shown are 5,500 Gallons with max diameter of 10’ x max height of 14’-5”. PPC’s Safe Tank would be the 6,650 Gallon with 10’-2” dia x 14’-9” height. PPC’s IMFO tank would be 6,150 gallons with 10’-2” diameter x 12’-5” height. Drawing 90-S shows sufficient room for additional height. Confirm pads can allow additional 2” diameter. Add OR1000 Chemical resistant lining to chart.	HSC		Additional 2" diameter is acceptable, find pad dimensions to be coordinated during shop drawing review.
177	CEJ/Polyprocessing	ene Sodium Hypochlorite Storage	90M-01	Note 4: References notching pad for outlet flange. This is indicative of an IMFO tank and not required for a Safe Tank. Confirm tank type preferred and adjust accordingly.	HSC		Notch out to be provided if necessary.
178	CEJ/Polyprocessing	ene Sodium Hypochlorite Storage	90E-01	Tank ID: States “wired at factory”. Not sure what this is in reference to but it is outside of PPC’s scope of supply. Need clarification of statement “wired at factory”.	HSC	EMI	The internal wiring for the chemical skid is wired at the factory.
179	CEJ/Moyno	Progressive Cavity Pumps	11315	Specification states Seepex or equal – We respectfully request Moyno be added by Addenda – Moyno EZ Bulletin Attached	HSC		Updated specificaton.
180	CEJ/Moyno	Progressive Cavity Pumps	11315.2.05	Page 3, paragraph 2.05 requires a fiber deflector or stainless steel joint cover – Close coupled pumps do not require either of these – please have that requirement deleted from specifications.	HSC		Fiber deflector or joint cover will remain in specification.
181	CEJ/Moyno	Progressive Cavity Pumps	11315	Specifications page 3 specifes stainless steel components –stainless steel is a softer metal and not suitable for municipal sludges, we request stainless steel be deleted from specifications in lieu of manufacturer’s standard construction for municipal sludge applications.	HSC		Stainless steel is be hardened, bid as specified.
182	CEJ/Moyno	Progressive Cavity Pumps	11315	Will Moyno standard hydrostatic testing of 65 psi for 10 minutes be approved?	HSC		Bid as specified.
183	CEJ/Moyno	Progressive Cavity Pumps	11315	Please delete vibration testing from manufacturer’s responsibility	WSI		Provide testing as required by the specifications.
184	CEJ/Moyno	Progressive Cavity Pumps	11315	Will controls be responsibility of pump manufacturer or will all project controls be supplied by an electrical contractor?	WSI		Controls shall be provided as specified.
185	WSI	Vertical Turbine Pumps	80M-02	Please confirm minimum submergence as the M drawing does not account for the HKP to remain ~6"	HSC		Elevation updated. Drawing modified.
186	WSI	ene Sodium Hypochlorite Storage	13029	Are SS bolts for connection to the tanks acceptable in lieu of Titanium.	HSC		Yes 316 SST is acceptable .
187	WSI	Master Plant Contractor	5/MD-04	Please confirm detail 5 on MD-04 is not required on this project	HSC		Confirmed, removed from drawing.
188	S&T	Electrical	Electrical Bid Manual 6.2.17	Confirm if hand washing stations are in our scope.	WSI		Subcontractors are required to provide appropriate sanitation for their employees.
189	S&T	Electrical	Electrical Bid Manual 6.3.7	SWPPP. Confirm this is in our scope, as we have never done one prior.	WSI		The SWPPP will be implemented and maintained by others. Damage to SWPPP shall be repaired by the subocntractor responsible for the damage.
190	Reynolds Construction	Master Plant Contractor	30M-02 & 110M-04	What is the piping material for the fabricated ALP lines at the SBR & Digester blowers? The existing blower piping appears to be steel, but a stainless steel spec is included in the documents?	WSI		Refer to Table on G-04
191	Reynolds Construction	Master Plant Contractor	15050	The specifications reference a pipe schedule, but we do not find one.	HSC		Refer to Table on G-04.
192	Reynolds Construction	Master Plant Contractor	C-05	The underground 4” casing piping with the ½” SH-1 line appears to have a manhole at the bends in (3) locations on sheet C-05. Are these precast chemical manholes ? Please provide a detail if so.	HSC		Provide 4’ x 4’ box with H20 rated lid.
193	Reynolds Construction	Master Plant Contractor	30S-11	Detail one on 30S-11 shows a double lintel course on the new interior block and appears to show a new double lintel course on existing exterior wall. Is this work required on the existing exterior wall? If so, how would this work be done? There has to be some sort of structural element to hold up the new ceiling.	HSC	Wekiva Engineering	New ceiling is attached to a light gauge track as noted for exterior walls on Detail B/ 30S-11. There is no new double lintel course required at the existing wall, the ceiling will be anchored to the wall along the track w/ concrete anchors. Refer to 30S-11 revisions.
194	Reynolds Construction	Master Plant Contractor		The doors are fire rated. What is the fire rating on the panic devices? 3’2” doors are custom. Is the correct size for the double doors 3’0”? Are locksets or panic bars required? A door can’t have both. Is there a trim required for doors with panic bars?	HSC	Wekiva Engineering	Doors and door hardware are not required to be fire rated for this project, see revised Door Sch. sheet SD-5. Double Doors are to be 3’-2” wide. 6’-8" wide RO matches existing RO for doors at chemical building electircal room which is also receiving new double doors. Lockset not required at interior double doors.
195	Reynolds Construction	Master Plant Contractor	MPC Bid Manual 4.7.1	Please revise bid hold to 60 days. Based on proposed schedule this should not be a problem.	WSI		The bid hold will remain at 180 days per the bid manual.
196	Reynolds Construction	Master Plant Contractor	C-06 & C-07	Who is responsible for the WAS flow meter pad noted on C-06 and C-07?	WSI		The concrete contractor will be responsible for the WAS flow meter pad.
197	Reynolds Construction	Master Plant Contractor		Who is responsible for restoration of sidewalks removed during installation of yard piping?			The concrete contractor will be responsible for sidewalks. The MPC will restrict the demolition to no more than 20% surface area of sidewalk demolition shown on the drawings. MPC shall restore sidewalks beyond those shown on the drawings to be demolished.
198	Reynolds Construction	Master Plant Contractor	C-10	Please confirm storm drain piping as shown on C-10 is not part of the Master Plant Contractor (MPC) contract.	WSI		Storm drain piping is the responsibility of the site work contractor.
199	Reynolds Construction	Master Plant Contractor		Please confirm the project sign is not part of the MPC contract.	WSI		Confirmed. The project sign is not included in the MPC scope of work.
200	Reynolds Construction	Master Plant Contractor	30S-03	On sheet 30S-03 a PEMB Canopy is shown over the SBR Jet Pumps. Who is responsible for this PEMB canopy and who is responsible for the concrete pad?	WSI		The concrete contractor is responsible for the concrete pad and the PEMB contractor is responsible for the PEMB.
201	Reynolds Construction	Master Plant Contractor	50S-02	On sheet 50S-02, who is responsible for installing the pre-engineered aluminum canopy for the effluent filters control panel?	WSI		The MPC is responsible for the canopy at the effluent filters.
202	Reynolds Construction	Master Plant Contractor	50S-02	On sheet 50S-02, we assume all the concrete filter pads and the concrete stair landing are by others?	WSI		Concrete pads and stair landings are the responsibility of the concrete contractor.
203	Reynolds Construction	Master Plant Contractor	80SD-01 & 80SD-02	On sheets 80SD-01 & 02 and per 6.1.7 In-Plant Pump Station, the only demolishing scope shown is for us to remove the existing effluent pumps. Who is responsible for all the other demolition scope shown on these drawings?	WSI		Complete demolition of the existing effluent PS is included in the MPC bid manual.

ATTACHMENT 'B'

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Bid Questions and Comments							
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Comment No.	Bidder	Bid Package	Sheet/Reference	Bid Question/Comment	Response Action	Secondary Reviewer	Response to Question
204	Reynolds Construction	Master Plant Contractor	80S-01 & 80S-02	On sheets 80S-01,02, we assume all of this concrete, including the concrete grout fill is by others?	WSI		Concrete for the effluent PS is by the concrete contractor.
205	Reynolds Construction	Master Plant Contractor	90S-01/02/03	On sheet 90S-01 thru 90S-03, who is responsible for the PEMB for the chemical storage and feed system?	WSI		The PEMB contractor is responsible for the chemical feed PEMB.
206	Reynolds Construction	Master Plant Contractor	90SD-04, 90S-04, 90S-05	On sheet 90SD-04, 90S-04,05 – the only work detailed in the Work Overview is in section 6.1.5 - K&L Filters, which details the relocation of the compressors into a permanent aluminum canopy. Please confirm that the work shown on these 3 drawings is part of the MPC contract.	WSI		All work to re-purpose the chemical building is included in the MPC bid manual.
207	Reynolds Construction	Master Plant Contractor	110S-02, 110S-03, & 110S-05	Please confirm pump & blower pads noted on drawing 110-S02,03 and again on 110M-05 are not part of the Master Plant contract.	WSI		The pump and blower pads are the responsibility of the concrete contractor.
208	Reynolds Construction	Master Plant Contractor	110S-06	On sheet 110S-06 – who is responsible for this precast? Biosolids Electrical Building ? and the concrete pad.	WSI		The precast building is the responsibility of the precast modular building supplier, and the pad is the responsibility of the concrete contractor.
209	Reynolds Construction	Master Plant Contractor	45M-02, 75M-02, & 80M-02	Drawing 45M-02, 75M-02 and 80M-02 who is responsible for the concrete base under the pumps?	WSI		The concrete contractor is responsible for the concrete pump pedestals. The MPC is responsible for coordinating any required embeds.
210	Reynolds Construction	Master Plant Contractor		After SBR 1, 2, & 3 have been drained, who is responsible for any residual sludge or grit remaining?	WSI		MPC is responsible for cleaning the basin to perform work up to 6" in depth.
211	Reynolds Construction	Master Plant Contractor		Is there any special consideration required with removing and disposing of the filter sand media inside the existing filters?	WSI		Media is to be removed and properly disposed of in accordance with all state, local, and federal code requirements.
212	Reynolds Construction	Master Plant Contractor	MPC Bid Manual 6.3.5	Item 6.3.5 states the we are responsible for SWPPP for our scope of work. We have assumed that the site contractor will submit and obtain approval and install all the erosion controls measures, as detailed on sheet C-09. Please confirm this SWPPP under item 6.3.5 is our internal plan for any of our underground pipe excavations. Who is responsible for the overall maintenance of the SWPPP plan ?	WSI		The site work contractor will be responsible for the development and initial setup of the SWPPP. Monthly maintenance until demobilization and the removal of SWPPP measures is the responsibility of the MPC.
213	Reynolds Construction	Master Plant Contractor	MPC Bid Manual 6.1.10	6.1.10 General, A. details temporary utilities to (3) trailers, we assume these trailers are supplied by others? Does this include MPC Trailer?	WSI		Trailers are supplied by others. Three (3) trailers do not include the MPC trailer. MPC is responsible for their own office and tool trailers.
214	Reynolds Construction	Master Plant Contractor		What is the current flow of each Decant Pump? Please confirm that 1 is duty and 1 is standby? Please confirm any bypass pumping has to have a backup of a single largest unit.	HSC	Leesburg	5 milion gallons per day. Yes, 1 duty and on-standby pump is required as well as bypass pumping.
215	Reynolds Construction	Master Plant Contractor		Please confirm that existing blower refurbishment won't happen until after the proposed SBR Blowers are online. Is there time to do this?	WSI		Confirmed. The sequence and time for the re-furbishment is included in the schedule provided with the bid manual.
216	Reynolds Construction	Master Plant Contractor		Is there any need for the compressors after the new Filters come online?	WSI		Compressors are not needed once the new filters are online. All demo sequencing is to be per the specifcaitons.
217	Reynolds Construction	Master Plant Contractor		Please confirm decant valve and actuators are BY OTHERS.	WSI		The decant valve and actuator are by the SBR equipment supplier. Installation is included in the MPC scope.
218	Reynolds Construction	Master Plant Contractor	30M-05	Is the 30x30 Bypass Gate including actuator shown on 30M-05 Existing?	HSC	Carollo	Existing gate, MPC to provide new stand and actuator.
219	Heyward/Evoqua	SBR Equipment	11319.3.06.C	Pump Manufacturers take exception to providing a new impeller if field test is not within 5% of laboratory factory test. Hydraulic performance tests performed in the field cannot duplicate laboratory tests to within 5% as specified. Impeller that meets the specified conditions during the laboratory factory test will be provided.	HSC	Carollo	Evoqua to clarify with pump manufacturers what % range is acceptable and what would happen to the impellers if we are not within the range.
220	Chinchor Electric	Electrical		Are we required to maintain separation in the duct banks from 480 volt wire and controls?	HSC	EMI	Yes, 24"
221	Chinchor Electric	Electrical		The plans show one pullbox in several locations where there will be fiber optics and or instrumentation wire in the same pullbox. Is this acceptable or should there be a separate pullbox for power and controls?	HSC	EMI	Yes it is acceptable
222	ESI	Electrical	10E-06	Proposed MCC-2 shows 30-P-42 in new section. 30-P-42 is also shown on the existing MCC-2 Lineup.	HSC	EMI	Drawing will be revised
223	ESI	Electrical	10E-06	Proposed MCC-1 shows 30-V-2 should this be 30-V-3?	HSC	EMI	Drawing will be revised
224	ESI	Electrical	10E-05	MCC-2 starter for 100-P-4 shows a line coming off of it, but does not give conduit size, conductors required, or where it is going?	HSC	EMI	Drawing will be revised
225	ESI	Electrical	10E-05	MCC-1 and MCC-2 do not show existing breakers to remain.	HSC	EMI	See front views of existing MCC
226	ESI	Electrical	10E-04	Note at MTG Stand states to intercept existing conduits to ADPLC and PNL LPAD and to remove and replace wire. What are conductors type and size to be replaced?	HSC	EMI	Drawings will be revised
227	ESI	Electrical	10E-04	Note at existing fiber PB states existing fiber run to operations building reuse existing conduit. Are we pulling out the existing fiber?	HSC	EMI	Pulling out and repull
228	ESI	Electrical	10E-13	Waste pump (three places) notes to replace existing disconnect, solenoid and wire. What is disconnect size? What conductors are require?	HSC	EMI	Drawings will be revised
229	ESI	Electrical	10E-13	SBR Effluent Actuator (six places) Replace safety switch, Actuators and all wiring fittings and devices. What is size of safety switches and conductors to be replaced?	HSC	EMI	Drawings will be revised
230	ESI	Electrical	30E-01	Seal water to MCC-2. This is not shown on MCC-2 line up. What size conductors and conduit is required?	HSC	EMI	Drawings will be revised
231	ESI	Electrical	30E-01	Sheet note 1 states to replace wire to new pump and seal water SV. What size and type conductors are required?	HSC	EMI	Drawings will be revised
232	ESI	Electrical	30E-01	4 states to replace 480v feed to actuator and replace safety switch. What size is switch and what conductor are required?	HSC	EMI	Drawings will be revised
233	ESI	Electrical	30E-02	Note at influent valve actuator to be replaced, use existing conduit, replace all wire (YYP 3 Places) What conductors are require to be replaced?	HSC	EMI	Drawings will be revised
234	ESI	Electrical	90E-02	PAC-32A shows being fed from MDP-A but there is no breaker shown in MDP-A on Power riser sheet 10E-05 to feed this unit. What size breaker and conductors are required to power this unit.	HSC	EMI	Drawings will be revised

ATTACHMENT 'B'

Leesburg Turnpike WWTF Upgrades							
Bid Questions and Comments							
Contractor		Wharton-Smith					
EOR		HSC					
Comment No.	Bidder	Bid Package	Sheet/Reference	Bid Question/Comment	Response Action	Secondary Reviewer	Response to Question
235	ESI	Electrical	90E-02	PAC-32AB shows being fed from MDP-B but there is no breaker shown in MDP-B on Power riser sheet 10E- 05 to feed this unit. What size breaker and conductors are required to power this unit.	HSC	EMI	Drawings will be revised
236	ESI	Electrical	90E-02	What is the location of the MTS that feeds T-1?	HSC	EMI	Drawings will be revised
237	ESI	Electrical	110E-02	Sheet notes 15, 16 17 and 18 are shown at pumps 110-BLR-4, 110-BLR-3, 110-BLR-2 and 110-BLR-1. Believe these conductors should be going back to each pumps associated control panel and not to CP-5 and CP-6 as shown.	HSC	EMI	Drawings will be revised
238		Electrical		The specifications do not call for a coordination study. Please confirm if a study will be required.	HSC	EMI	Specification will be added
239	Eaton	Electrical	16370.1.02.D	Eaton is an approved drive manufacturer for the above project but we do not make the specified 12 pulse variable frequency drives. We can offer a quote utilizing a combination of 18 pulse (for 75HP and above) and 6 pulse with a DC choke and passive filter (for all others) VFD's that will meet the harmonic requirements of IEEE 519. See the preliminary harmonic study attached. Please let us know if this would be an acceptable alternative to the 12 pulse offering.	HSC	EMI	Danfoss only
240	Trident Building Systems	Prefabricated Buildings	13121	Section 13121 calls for a 5 year guarantee against leakage. The project manual calls for a 20 year guarantee against leakage. Please clarify the appropriate time frame.	WSI		In this particular instance, the project specifications will govern.

ATTACHMENT 'B'

Leesburg Turnpike WWTF Upgrades								
Bid Clarifications and Value Engineering (VE) Options								
Contractor EOR		Wharton-Smith HSC						
Item No.	Bid Package	Sheet/Reference	Clarification/VE	Potential Savings	Bid Clarification/VE	Response Action	Secondary Reviewer	Response to Clarification/VE
1	Progressive Cavity Pumps	E110-03 & 11315	Clarification	\$ -	Confirm a starter or VFD in the progressive cavity pumps 110-CP-4/5.	HSC	Carollo/EMI	Provide a starter within 110-CP-4/5 per 11315
2	Electrical	110E-03	Clarification	\$ -	EMI confirmed via email on 9/28 the conduit run between the Duke transformer & 1000A main should be (3) runs in lieu of (2).	HSC	EMI	Provide a 3rd run of conduit & wire
3	Concrete	03300	Clarification	\$ -	Confirm the maximum time for cast-in-place concrete to reach 100 degrees will be extended to 90 minutes per FDOT 346-7.5.	HSC	Wekiva Engineering	In Hot weather conditions 95 degree F will be the maximum acceptable placement temperature of concrete. Mximum time to dischare of 90 minumtes will be acceptable for Super P mixes only in hot weather conditions as indicated in Specficiation 03300 Section 3.02 J
4	Electrical	16370	Value Engineering	\$ 70,000	Offer 6-pulse VFD in lieu of 18-pulse drives	HSC	EMI	EOR has no objection
5	Progressive Cavity Pumps	11315	Clarification	\$ -	The pump will have a hard chrome plated rotor instead of the specified chromium nitride rotor.	HSC	Carollo	Vendor to confirm hard chrome equals or exceeds original design intent.
6	Progressive Cavity Pumps	11315	Clarification	\$ -	The joints will use oil lubrication instead of grease since oil can better flow in the tight spaces inside the joint.	HSC	Carollo	Oil for lubrication is acceptable.
7	Vertical Turbine Pumps	11214.2.1.A	Clarification	\$ -	Anchor bolts to be provided by others.	WSI	N/A	WSI has carried a cost for anchor bolts.
8	Vertical Turbine Pumps	11214.2.13.A	Clarification	\$ -	Discharge head to be fabricated steel.	HSC	Carollo	Acceptable per pre-bid question #150.
9	Vertical Turbine Pumps	11214.2.13.A	Clarification	\$ -	Lineshaft bearing material to be Buna N in lieu of EPDM.	HSC	Carollo	Acceptable per pre-bid question #151.
10	Vertical Turbine Pumps	11214	Clarification	\$ -	Description: VSS, TEFC, 3/60/460, 1.15 S.F. on sine wave power/1.00 S.F. on VFD power, Class H insulation, 3300’ altitude, +45°C ambient, Prem. efficient, NRR, Inverter duty NEMA MG1 Part 31, Class B rise @ 1.0 S.F. (by resistance), Direct-on-line start/VFD, Continuous duty, 600% max inrush, 44,000 hrs L-10 brg life, Shaft slinger-pulley end, Brass drain-lower bracket, Corro-duty, Ground lug in c.b., Aegis ground ring (SGR), 115v space htr, Rotor epoxy paint, N/C thermostats (2 sets, 1/phase), N.W. short commercial test.	HSC	EMI	Accepted
11	Vertical Turbine Pumps	16150.2.02.B & 2.02.F.1	Clarification	\$ -	Epoxy treatment on windings is not available on the 20 hp motor. Motor shall be standard insulation system-two dip and bake treatment of polyester varnish ideal for applications with high moisture content, such as tropical environment for fungus resistance.	HSC	EMI	Accepted
12	Vertical Turbine Pumps	16150.2.02.E.4	Clarification	\$ -	Motor is not quoted for hazardous area.	HSC	EMI	Accepted
13	Vertical Turbine Pumps	16150.2.02.E.12	Clarification	\$ -	Screens are not available on TEFC motors.	HSC	EMI	Acceptable per the pre-bid response to question 125
14	Vertical Turbine Pumps	16150.2.02.F.1	Clarification	\$ -	Exception to motors being operated over a frequency range of 0-66 hertz.	HSC	EMI	Accepted
15	Vertical Turbine Pumps	11214	Clarification	\$ -	Motors shall be designed & built in accordance to NEMA MG1 standard only-exception to other standards.	HSC	EMI	Accepted
16	Vertical Turbine Pumps	11214	Clarification	\$ -	The 20 hp motor must be operated at or above 500 rpm. Operation below this speed will result in excessive noise & wear of the coupling pins & ratchet plate.	HSC	HSC	Noted
17	I&C	13600.1.05.A.2	Clarification	\$ -	Witnessed factory test not included due to the testing cannot be performed without the SBR panels.	HSC	EMI	Accepted, factory testing will be required but will not be witnessed by the EOR
18	Sodium Hypo Feed System	11620.1.3.A.1	Clarification/VE	\$ 28,800.00	Please confirm TKM pumps are an acceptable chemical dosing pump.	HSC	Carollo/Leesburg	EOR has no objection
19	Coarse Bubble Diffusers	11377A	Clarification	\$ -	At the specified SOTR (1997 lbs/day) the SOTE will be 12.5% based on the required flow rate of 1050 scfm/digester.	HSC	Carollo	OTE of 12.5% is acceptable for the application.
20	MPC	151002.11.G	Clarification	\$ -	Holiday testing not to be required for manual, check, and process valves.	HSC	Carollo	Accepted
21	MPC	09900 & 15100	Clarification	\$ -	Confirm UG and AG valves can be coated in accordance with the manufacturer's standard coating, and coating in accordance with System(s) 1, 10, and 21 as specified in 09900 will not be required.	HSC	Carollo	Accepted
22	MPC	15100.2.11.A	Clarification	\$ -	Confirm coating the above ground valve bodies the same as the adjacent piping per 15100.2.11.A is acceptable.	HSC	Carollo	Accepted
23	Non-Clog Screw Centrifugal Pumps	11313.2.08.B.3	Clarification	\$ -	Proposed belt guard is constructed of fiberglass/polyethylene as noted in part 2.12.D.	HSC	Carollo	Fiberglass or thermoplastic is acceptable as long as it can function in full sunlight and degradation due to UV will not void the warranty.
24	Non-Clog Screw Centrifugal Pumps	11313.2.10.A	Clarification	\$ -	The proposed pumps in general are designed to meet the vibration requirements per ANSI/HI 9.6.4.2.5.1C – Solids Handling Pump. However, if the pumps operate outside the preferred operating range 70% to 120% of BEP or the pumped fluid has a high solids content, we cannot guarantee the HI vibration levels.	HSC	Carollo	Part of the factory testing, we prefer to confirm vibration will be in tolerances prior to shipping to the field. Agree, outside of limits and the pump may not function.
25	Non-Clog Screw Centrifugal Pumps	11313.2.13.A	Clarification	\$ -	Lantern rings, case and impeller wear rings are not applicable spare parts for the proposed pump model.	HSC	Carollo	Can accept if the items are available with limited interruption to service.
26	Non-Clog Screw Centrifugal Pumps	11313.3.01.B	Clarification	\$ -	Design speed of the proposed pump is approximately 1025 RPM	HSC	Carollo	Noted.
27	Non-Clog Screw Centrifugal Pumps	11313.3.02.F	Clarification	\$ -	Factory vibration testing can be done, however because the pump(s) are not grouted in place the readings cannot be compared to vibration readings taken during field testing.	HSC	Carollo	Noted, refer to 2.10 A.
28	Non-Clog Screw Centrifugal Pumps	11313.3.06.D	Clarification	\$ -	Vibration analysis by Vibra Analysis. All other field testing by the Contractor.	HSC	Carollo	Noted
29	Progressive Cavity Pumps	11315.2.09	Clarification	\$ -	The pump will have a hard chrome plated rotor instead of the specified chromium nitride rotor.	HSC	Carollo	Supplier/Manufacturer to show that the hard chrome equals or exceeds the original design intent.
30	Progressive Cavity Pumps	11315.2.03	Clarification	\$ -	The joints will use oil lubrication instead of grease since oil can better flow in the tight spaces inside the joint.	HSC	Carollo	The use of oil for lubrication is acceptable.
31	SBR Equipment	11319.2.07.2.4.	Value Engineering	\$ 24,130.00	Provide Gould's standard John Crane (or equal) mechanical seal in lieu of the Chesterton 442 split seal for the jet motive pumps.	HSC	Carollo/Leesburg	Decided in a team meeting on 10/5 that this deduct is to be taken on the GMP.
32	SBR Equipment	11390B	Value Engineering	\$ 61,525.00	Provide epoxy coated nech extensions for EMO valves in lieu of the specified 316SST.	HSC	Carollo/Leesburg	Decided in a team meeting on 10/5 that this deduct is to be taken on the GMP.
33	MPC	N/A	Clarification	\$ -	Evoqua SBR scope includes SBR influent valves, installation of these valves is included in this contract.	N/A		No EOR Response Required
34	MPC	N/A	Clarification	\$ -	Initial chemical fill is included via GMP allowance to be coordinated by the MPC.	N/A		No EOR Response Required
35	MPC	N/A	Clarification	\$ -	Standard 1-year warranty to be included. An additional year warranty is not included.	N/A		No EOR Response Required
36	MPC	N/A	Clarification	\$ -	City shall allow use of plant gravity bypass to facilitate construction tie-in's	N/A		No EOR Response Required
37	Vertical Turbine Pumps	11214.2.1.A	Clarification	\$ -	Anchor bolts to be provided by others.	WSI		WSI has added cost for the anchor bolts.
38	Vertical Turbine Pumps	11214.2.13.A	Clarification	\$ -	Discharge head to be fabricated steel.	HSC	Carollo	Fabricated steel is acceptable. Specification modified.
39	Vertical Turbine Pumps	11214.2.13.A	Clarification	\$ -	Lineshaft bearing material to be Buna N in lieu of EPDM.	HSC	Carollo	Buna-N or EPDM. Specification modified.

ATTACHMENT 'B'

Leesburg Turnpike WWTF Upgrades									
Bid Clarifications and Value Engineering (VE) Options									
Contractor EOR		Wharton-Smith HSC							
Item No.	Bid Package	Sheet/Reference	Clarification/VE	Potential Savings	Bid Clarification/VE		Response Action	Secondary Reviewer	Response to Clarification/VE
40	Vertical Turbine Pumps	16150 2.02 B. / 2.02 F.1.	Clarification	\$ -	Epoxy treatment on windings is not available on the 20 hp motor. Motor shall be standard insulation system-two dip and bake treatment of polyester varnish ideal for applications with high moisture content, such as tropical environment for fungus resistance.		HSC	EMI	Accepted
41	Vertical Turbine Pumps	16150.2.02.E.4	Clarification	\$ -	Motor is not quoted for hazardous area.		HSC	EMI	Accepted
42	Vertical Turbine Pumps	16150.2.02.E.12	Clarification	\$ -	Screens are not available on TEFC motors.		HSC	EMI	Accepted
43	Vertical Turbine Pumps	16150.2.02.F.1	Clarification	\$ -	Exception to motors being operated over a frequency range of 0-66 hertz.		HSC	EMI	Accepted
44	Vertical Turbine Pumps	16150	Clarification	\$ -	Motors shall be designed & built in accordance to NEMA MG1 standard only-exception to other standards.		HSC	EMI	Accepted
45	Vertical Turbine Pumps	16150	Clarification	\$ -	The 20 hp motor must be operated at or above 500 rpm. Operation below this speed will result in excessive noise & wear of the coupling pins & ratchet plate.		HSC	HSC	Noted
46	Sodium Hypochlorite Feed System	11260	Clarification	\$ -	Confirm TKM pumps are an approved equal.		HSC	Leesburg	See response to 18
47	Non-Clog Screw Centrifugal Pumps	11313.2.07.B.2.4	Value Engineering	\$ 18,000.00	Replacing the specified Chesterton 442 Split Mechanical Seals with AES tandem mechanical seals. The AES tandem mechanical seal is a flush-less design and would eliminate the need for plant seal water flush.		HSC	Carollo	If Acceptable with the city, proceed
48	Non-Clog Screw Centrifugal Pumps	11313.2.12.A	Value Engineering	\$ 5,000.00	Use a 3/8" thick steel pump and motor mounting plate in lieu of the specified ½" thick plate. The 3/8" is our standard design thickness for this size of pump. This would save in material cost and equipment weight.		HSC	Carollo	If Acceptable with the city, proceed
49	SBR Equipment	11390B	Clarification	\$ -	Section 11390B for SBRs does not specify that the SBR Supplier include the flow switch shown on SBR 4 jet motive pump piping (30-FS-40); however, Evoqua has included this. This is to clarify that Evoqua's included flow switch may not adhere to Section 13615 paragraph 2.01.B as the named instrument (FCI-200H) has been discontinued and 30-FS-40 is not listed in this paragraph. Evoqua will provide the FCI FLT93S-AC00 which fits the application of detecting flow for pump protection.		N/A	N/A	No action needed. Item provided for confirmation
50	SBR Equipment	11390B	Clarification	\$ -	Evoqua offers the included Process Performance Guarantee (Appendix B - PPG) in response to the listed paragraphs. Any implied performance testing and/or guarantees specified in section 11390B that are not defined in the PPG will be deemed "satisfactory" so long as the PPG is met.		HSC	Carollo	PPG needs to be better defined to match with the specifications.
51	SBR Equipment	11319.3.03.A	Value Engineering	\$ 14,415.00	Using Gould's standard coating system in lieu of the specified System No. 10 of Section 09900.		HSC	Carollo	Needs to meet final coating in the field
52	SBR Equipment	15100.2.05	Value Engineering	\$ 61,525.00	Section 15100 paragraph 2.05 specifies extension stems to be Type 316SST. However, the Turnpike WWTF currently uses epoxy coated carbon steel neck extensions seemingly to some success. If allowed, the coating would meet the specification for System 10 as defined in Section 09900 and would apply to the eight (8) neck extensions provided on each decant valve.		HSC	Carollo	Replace with carbon steel and system 10
53	SBR Equipment	15100	Value Engineering	TBD	Section 15100 only specifies AWWA butterfly valves which is common for liquid service lines. Evoqua has included air valves that comply; however, additional savings may be realized with minimal to no loss of functionality when using a butterfly valve specifically designed for air service such as DeZurik's BOS-CL. Evoqua has provided these valves on numerous projects with great success.		HSC	Carollo	Maintain as specified
54	SBR Equipment	151002.11.G	Value Engineering	TBD	Holiday testing on the applicable valves and extension necks would provide additional cost savings likely >\$10,000. Evoqua has not obtained pricing for either of these options and is simply listing them as added value engineering If interested, Evoqua can pursue these options.		HSC	Carollo	4 mil thickness is acceptable.

EXHIBIT 6 PRELIMINARY CONSTRUCTION SCHEDULE

ATTACHMENT 'B'										08-Oct-20 12:55																																																													
Activity ID		Activity Name		Orig Dur	Rem Dur	Start	Finish	2020			Qtr 3, 2020			Qtr 4, 2020			Qtr 1, 2021			Qtr 2, 2021			Qtr 3, 2021			Qtr 4, 2021			Qtr 1, 2022			Qtr 2, 2022			Qtr 3, 2022			Qtr 4, 2022																																	
								Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec																												
Leesburg WWTF 10.07.20				548	454	26-May-20 A	07-Jul-22																																	07-Jul-22, Leesburg WWTF																															
General Conditions				548	454	26-May-20 A	07-Jul-22																																	07-Jul-22, General Conditions																															
A1040		Precon Contract Execution		0	0	26-May-20 A																																		◆ Precon Contract Execution																															
A10710		Phase 1A Notice to Proceed (NTP)		1	0	14-Aug-20 A	14-Aug-20 A																																	I Phase 1A Notice to Proceed (NTP)																															
A1070		Open GMP Package Bids		1	0	25-Sep-20 A	25-Sep-20 A																																	I Open GMP Package Bids																															
A1690		WSI Review Bids & Prepare Draft Addendum		10	3	28-Sep-20 A	09-Oct-20																																	■ WSI Review Bids & Prepare Draft Addendum																															
A1460		Submit GMP to Leesburg		1	1	09-Oct-20*	09-Oct-20																																	I Submit GMP to Leesburg																															
A1000		GMP Approval		1	1	26-Oct-20*	26-Oct-20																																	I GMP Approval																															
A7030		Phase 1B Notice to Proceed (NTP)		1	1	30-Oct-20*	30-Oct-20																																	I Phase 1B Notice to Proceed (NTP)																															
A10800		Substantial Completion Process 30 - Phase 1A SBR		0	0		06-May-21*																																	◆ Substantial Completion Process 30 - Phase 1A SBR																															
A7280		Substantial Completion Process 100 - WAS		0	0		25-Jun-21*																																	◆ Substantial Completion Process 100 - WAS																															
A10880		Substantial Completion Process 50 - Filters		0	0		27-Jul-21*																																	◆ Substantial Completion Process 50 - Filters																															
A10890		Substantial Completion Process 90 - Hypochlorite Feed		0	0		02-Aug-21*																																	◆ Substantial Completion Process 90 - Hypochlorite Feed																															
A1450		Substantial Completion Process 30 - Phase 1B SBR		0	0		25-Oct-21*																																	◆ Substantial Completion Process 30 - Phase 1B SBR																															
A10900		Substantial Completion Process 75 - Effluent Transfer Pumps		0	0		26-Oct-21*																																	◆ Substantial Completion Process 75 - Effluent Transfer Pumps																															
A10870		Substantial Completion Process 45 - Decant PS		0	0		10-Nov-21*																																	◆ Substantial Completion Process 45 - Decant PS																															
A10990		Substantial Completion Process 110 - Biosolids Management		0	0		18-Feb-22*																																	◆ Substantial Completion Process 110 - Biosolids Management																															
A7290		Substantial Completion Process 80 - Non-PW Station		0	0		05-May-22*																																	◆ Substantial Completion Process 80 - Non-PW Station																															
A7040		Overall Substantial Completion - Planned		1	1	11-May-22	11-May-22																																	I Overall Substantial Completion - Planned																															
A7050		Punch List		40	40	12-May-22	06-Jul-22																																	■ Punch List																															
A7060		Final Completion - Planned		1	1	07-Jul-22	07-Jul-22																																	I Final Completion - Planned																															
Preconstruction				402	351	27-Jul-20 A	14-Feb-22																																	14-Feb-22, Preconstruction																															
Procure				89	20	27-Jul-20 A	01-Dec-20																																	01-Dec-20, Procure																															
A10720		11390 Phase 1A - SBR Treatment System		1	0	27-Jul-20 A	27-Jul-20 A																																	I 11390 Phase 1A - SBR Treatment System																															
A6810		Phase 1A - Surveying		10	0	03-Aug-20 A	12-Aug-20 A																																	■ Phase 1A - Surveying																															
A1020		01390 - Pre & Post Construction Video		20	0	21-Aug-20 A	16-Sep-20 A																																	■ 01390 - Pre & Post Construction Video																															
A6820		Phase 1A - Geotechnical Investigation		10	0	21-Aug-20 A	03-Sep-20 A																																	■ Phase 1A - Geotechnical Investigation																															
A1030		02200 - Sheet piling/Shoring		20	20	02-Nov-20	01-Dec-20																																	■ 02200 - Sheet piling/Shoring																															
A1050		02534 - PVC Gravity Sewer		20	20	02-Nov-20	01-Dec-20																																	■ 02534 - PVC Gravity Sewer																															
A6670		03100 - Concrete		20	20	02-Nov-20	01-Dec-20																																	■ 03100 - Concrete																															
A6680		04230 - Reinforced Unit Masonry		20	20	02-Nov-20	01-Dec-20																																	■ 04230 - Reinforced Unit Masonry																															
A6690		05500 - Miscellaneous Metals		20	20	02-Nov-20	01-Dec-20																																	■ 05500 - Miscellaneous Metals																															
A6700		06605 - Fiberglass Weirs, Baffles, & Stop Plates		20	20	02-Nov-20	01-Dec-20																																	■ 06605 - Fiberglass Weirs, Baffles, & Stop Plates																															
A6710		07210 - Building Insulation		20	20	02-Nov-20	01-Dec-20																																	■ 07210 - Building Insulation																															
A6720		07900 - Sealants		20	20	02-Nov-20	01-Dec-20																																	■ 07900 - Sealants																															
A6730		08110 - Steel Doors & Frames		20	20	02-Nov-20	01-Dec-20																																	■ 08110 - Steel Doors & Frames																															
A6740		09260 - Gypsum Board Assemblies		20	20	02-Nov-20	01-Dec-20																																	■ 09260 - Gypsum Board Assemblies																															
A6750		09900 - Field Coatings		20	20	02-Nov-20	01-Dec-20																																	■ 09900 - Field Coatings																															
A6760		11214 - Vertical Turbine Pumps		20	20	02-Nov-20	01-Dec-20																																	■ 11214 - Vertical Turbine Pumps																															
A6770		11260 - Sodium Hypochlorite Chemical Supply System		20	20	02-Nov-20	01-Dec-20																																	■ 11260 - Sodium Hypochlorite Chemical Supply System																															
A6780		11281 - Fabricated Stainless Steel Slide Gates		20	20	02-Nov-20	01-Dec-20																																	■ 11281 - Fabricated Stainless Steel Slide Gates																															
A6790		11313 - WAS Pumps		20	20	02-Nov-20	01-Dec-20																																	■ 11313 - WAS Pumps																															
A6800		11319 - Horizontal Axial Flow Centrifugal Pumps		20	20	02-Nov-20	01-Dec-20																																	■ 11319 - Horizontal Axial Flow Centrifugal Pumps																															
A6840		11375 - Hybrid Screw Positive Displacement Blowers		20	20	02-Nov-20	01-Dec-20																																	■ 11375 - Hybrid Screw Positive Displacement Blowers																															
A6850		11377A - Coarse Bubble Diffusers		20	20	02-Nov-20	01-Dec-20																																	■ 11377A - Coarse Bubble Diffusers																															
A6860		11390 Phase 1B - SBR Treatment System		20	20	02-Nov-20	01-Dec-20																																	■ 11390 Phase 1B - SBR Treatment System																															
A6870		13121 - Pre-Engineered Metal Building (PEMB)		20	20	02-Nov-20	01-Dec-20																																	■ 13121 - Pre-Engineered Metal Building (PEMB)																															
A6880		13209 - Polyethylene Storage Tanks		20	20	02-Nov-20	01-Dec-20																																	■ 13209 - Polyethylene Storage Tanks																															
A6890		13600 - Instrumentation General Provisions		20	20	02-Nov-20	01-Dec-20																																	■ 13600 - Instrumentation General Provisions																															

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City of Leesburg
Turnpike WWTF Upgrades

Wharton-Smith, Inc.
CONSTRUCTION GROUP

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ATTACHMENT 'B'										08-Oct-20 12:55																																																				
Activity ID		Activity Name		Orig Dur	Rem Dur	Start	Finish	2020					Qtr 3, 2020					Qtr 4, 2020					Qtr 1, 2021					Qtr 2, 2021					Qtr 3, 2021					Qtr 4, 2021					Qtr 1, 2022					Qtr 2, 2022					Qtr 3, 2022					Qtr 4, 2022				
								Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec																			
	A10530	Pull Wire MB-2 to MSB Breaker	2	2	08-Feb-21	09-Feb-21	Pull Wire MB-2 to MSB Breaker																																																							
	A10540	Test Secondary Feeder Transformer to MB-2	2	2	10-Feb-21	11-Feb-21	Test Secondary Feeder Transformer to MB-2																																																							
	A10550	Test Secondary Feeder MB-2 to MSB Breaker	2	2	12-Feb-21	15-Feb-21	Test Secondary Feeder MB-2 to MSB Breaker																																																							
	A10560	Makeup & Terminate Secondary Feeder at Transformer & MB-2	2	2	16-Feb-21	17-Feb-21	Makeup & Terminate Secondary Feeder at Transformer & MB-2																																																							
	A10570	Makeup & Terminate Secondary Feeder at Transformer & MSB	2	2	18-Feb-21	19-Feb-21	Makeup & Terminate Secondary Feeder at Transformer & MSB Breaker																																																							
	A4850	Duct Bank C-C	20	20	25-Feb-21	24-Mar-21	Duct Bank C-C																																																							
	A5060	Duct Bank D-D	15	15	25-Mar-21	14-Apr-21	Duct Bank D-D																																																							
	A6660	Duct Bank L-L	15	15	06-Apr-21	26-Apr-21	Duct Bank L-L																																																							
	A5090	Duct Bank E-E	20	20	15-Apr-21	12-May-21	Duct Bank E-E																																																							
	A6650	Duct Bank K-K	15	15	27-Apr-21	17-May-21	Duct Bank K-K																																																							
	A5100	Duct Bank F-F	15	15	13-May-21	02-Jun-21	Duct Bank F-F																																																							
	A5830	Duct Bank G-G	5	5	03-Jun-21	09-Jun-21	Duct Bank G-G																																																							
	A10510	Pull Wire & Terminate MSB-1/2 to Filter CP-1/2	3	3	10-Jun-21	14-Jun-21	Pull Wire & Terminate MSB-1/2 to Filter CP-1/2																																																							
	A6630	Duct Bank H-H	10	10	10-Jun-21	23-Jun-21	Duct Bank H-H																																																							
	A6640	Duct Bank J-J	10	10	24-Jun-21	07-Jul-21	Duct Bank J-J																																																							
	A10040	Pull Wire MCC- 1/2 to MSB-A/B	6	6	01-Jul-21	08-Jul-21	Pull Wire MCC-1/2 to MSB-A/B																																																							
	A10060	Test Wiring MCC-1/2 to MSB-A/B	2	2	09-Jul-21	12-Jul-21	Test Wiring MCC-1/2 to MSB-A/B																																																							
	A10070	Makeup & Terminate Wiring at MCC-1/2 & MSB-A/B	2	2	13-Jul-21	14-Jul-21	Makeup & Terminate Wiring at MCC-1/2 & MSB-A/B																																																							
	A10160	Pull Wire & Terminate VFD-DTP-1/2/3 to Local Pump Disconne	5	5	12-Aug-21	18-Aug-21	Pull Wire & Terminate VFD-DTP-1/2/3 to Local Pump Disconnect																																																							
	A10240	Pull Wire & Terminate VFD-EP-1/2/3/4 to Local Pump Disconne	5	5	19-Aug-21	25-Aug-21	Pull Wire & Terminate VFD-EP-1/2/3/4 to Local Pump Disconnect																																																							
	A10500	Pull Wire & Terminate VFD-IP-1/2/3 to Local Pump Disconnect	5	5	27-Jan-22	02-Feb-22	Pull Wire & Terminate VFD-IP-1/2/3 to Local Pump Disconnect																																																							
	Demolition		381	381	17-Nov-20	06-May-22	06-May-22, Demolition																																																							
	A1080	Remove Trees at New Digesters	3	3	17-Nov-20	19-Nov-20	Remove Trees at New Digesters																																																							
	A1790	Remove/Prune Tree a Existing CCC	2	2	20-Nov-20	23-Nov-20	Remove/Prune Tree a Existing CCC																																																							
	A1090	Demolish Existing Asphalt at New Digesters	5	5	23-Dec-20	30-Dec-20	Demolish Existing Asphalt at New Digesters																																																							
	A1110	Remove Existing Storm Piping at New Digesters	5	5	31-Dec-20	06-Jan-21	Remove Existing Storm Piping at New Digesters																																																							
	A1100	Remove Existing Light Pole at New Digesters	1	1	07-Jan-21	07-Jan-21	Remove Existing Light Pole at New Digesters																																																							
	A6620	Bleed Remaining Chlorine Gas	10	10	23-Aug-21	03-Sep-21	Bleed Remaining Chlorine Gas																																																							
	A5170	Remove Existing Chlorine Gas Containers	4	4	06-Sep-21	09-Sep-21	Remove Existing Chlorine Gas Containers																																																							
	A5180	Demolish Gas Feed Piping	5	5	10-Sep-21	16-Sep-21	Demolish Gas Feed Piping																																																							
	A5200	Demolish Scrubber System	10	10	17-Sep-21	30-Sep-21	Demolish Scrubber System																																																							
	A5190	Demolish Air Compressors	5	5	21-Sep-21	27-Sep-21	Demolish Air Compressors																																																							
	A3380	Demolish Existing Transfer Pump Station Equipment	5	5	21-Oct-21	27-Oct-21	Demolish Existing Transfer Pump Station Equipment																																																							
	A1120	Demolish Existing Hydrotank	4	4	21-Apr-22	26-Apr-22	Demolish Existing Hydrotank																																																							
	A2130	Demolish Existing Dynasand Filter Mechanical Components	10	10	21-Apr-22	04-May-22	Demolish Existing Dynasand Filter Mechanical Components																																																							
	A9230	Setup Filter Bypass for Decant Pump Demo (8 hour max)	7	7	21-Apr-22	29-Apr-22	Setup Filter Bypass for Decant Pump Demo																																																							
	A2040	Demolish Existing Decant Pumps	5	5	02-May-22	06-May-22	Demolish Existing Decant Pumps																																																							
	Yard Pipe		383	383	17-Nov-20	10-May-22	10-May-22, Yard Pipe																																																							
	A1290	Soft Dig at RS Tie In	3	3	17-Nov-20	19-Nov-20	Soft Dig at RS Tie In																																																							
	A1300	Setup Bypass for RS Tie In	10	10	04-Jan-21	15-Jan-21	Setup Bypass for RS Tie In																																																							
	A1310	Install 30" RS MJ PV @ Headworks	3	3	18-Jan-21	20-Jan-21	Install 30" RS MJ PV @ Headworks																																																							
	A11380	Install 24" RS MJ PV @ SBR-4	2	2	21-Jan-21	22-Jan-21	Install 24" RS MJ PV @ SBR-4																																																							
	A1340	Install 24" Linestop on RW for Non-PW PS Tie In	4	4	18-Mar-21	23-Mar-21	Install 24" Linestop on RW for Non-PW PS Tie In																																																							
	A1470	Install 10"x6" Tapping Sleeve & Valve on Existing FM	3	3	18-Mar-21	22-Mar-21	Install 10"x6" Tapping Sleeve & Valve on Existing FM																																																							
	A1480	Install 6" BWW FM Tie In to Filters	5	5	23-Mar-21	29-Mar-21	Install 6" BWW FM Tie In to Filters																																																							
A1490	Pressure Test 6" BWW FM Tie In to Filters	2	2	30-Mar-21	31-Mar-21	Pressure Test 6" BWW FM Tie In to Filters																																																								
A1320	Install 30" RS & 24" RS Piping to 24" MJ PV	3	3	01-Apr-21	05-Apr-21	Install 30" RS & 24" RS Piping to 24" MJ PV																																																								
A1350	Install 24" RW-1 EFF PS to Tapping Sleeve & Valve on RW	7	7	01-Apr-21	09-Apr-21	Install 24" RW-1 EFF PS to Tapping Sleeve & Valve on RW																																																								
A1400	Install 8" DR-1 & Plug West of Decant PS	3	3	01-Apr-21	05-Apr-21	Install 8" DR-1 & Plug West of Decant PS																																																								
A1410	Install 12" WAS-1 SBR-4 to WAS FM Riser	15	15	06-Apr-21	26-Apr-21	Install 12" WAS-1 SBR-4 to WAS FM Riser																																																								

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City of Leesburg
Turnpike WWTF Upgrades

Wharton-Smith, Inc.
CONSTRUCTION GROUP

	A2880	Grout CMU	3	3	09-Jul-21	13-Jul-21			Grout CMU			
	A2890	Install Metal Ceiling Joists	5	5	14-Jul-21	20-Jul-21			Install Metal Ceiling Joists			
	A10660	Install New Blower Canopy	5	5	16-Jul-21	22-Jul-21			Install New Blower Canopy			
	A2900	Install Plywood Sheathing	5	5	21-Jul-21	27-Jul-21			Install Plywood Sheathing			
	A2910	Install Batt Insulation	5	5	28-Jul-21	03-Aug-21			Install Batt Insulation			
	A2920	Install Gypsum Board Ceiling	5	5	04-Aug-21	10-Aug-21			Install Gypsum Board Ceiling			
	A3290	Interior Wall & Ceiling Coatings	15	15	11-Aug-21	31-Aug-21			Interior Wall & Ceiling Coatings			
	A2940	Install Doors	5	5	16-Aug-21	20-Aug-21			Install Doors			
	Mechanical			172	172	23-Dec-20			20-Aug-21	20-Aug-21, Mechanical		
	A3270	Temp Pad & Overhead Protection Provisions	10	10	23-Dec-20	06-Jan-21			Temp Pad & Overhead Protection Provisions			
	A3020	Remove Existing Blower #1 & Relocate to Temp Location	2	2	12-Jan-21	13-Jan-21			Remove Existing Blower #1 & Relocate to Temp Location			
	A3060	Install Temp Pipe Header	3	3	13-May-21	17-May-21			Install Temp Pipe Header			
	A3070	Pipe to Temp Blower #1	2	2	13-May-21	14-May-21			Pipe to Temp Blower #1			
	A3030	Remove Existing Blower #2 & Relocate to Temp Location	2	2	25-May-21	26-May-21			Remove Existing Blower #2 & Relocate to Temp Location			
	A3080	Pipe to Temp Blower #2	2	2	27-May-21	28-May-21			Pipe to Temp Blower #2			
	A3040	Remove Existing Blower #3 & Relocate to Temp Location	2	2	08-Jun-21	09-Jun-21			Remove Existing Blower #3 & Relocate to Temp Location			
	A3090	Pipe to Temp Blower #3	2	2	10-Jun-21	11-Jun-21			Pipe to Temp Blower #3			
	A3050	Remove Blower #4	2	2	22-Jun-21	23-Jun-21			Remove Blower #4			
	A3120	Set New Blowers	3	3	13-Jul-21	15-Jul-21			Set New Blowers			
	A3130	Pipe New Blower Discharge Risers	5	5	16-Jul-21	22-Jul-21			Pipe New Blower Discharge Risers			
	A3190	Install A/C Unit	3	3	18-Aug-21	20-Aug-21			Install A/C Unit			
	Electric			192	192	07-Jan-21			01-Oct-21	01-Oct-21, Electric		
	A2950	Rough-In Temp Blowers (Relocated Existing Blowers)	3	3	07-Jan-21	11-Jan-21			Rough-In Temp Blowers (Relocated Existing Blowers)			
	A2960	Pull Wire & Terminate Temp Blower #1	3	3	14-Jan-21	18-Jan-21			Pull Wire & Terminate Temp Blower #1			
	A3240	Install Ceiling Light Fixtures	5	5	18-Mar-21	24-Mar-21			Install Ceiling Light Fixtures			
	A2970	Test Temp Blower #1	5	5	18-May-21	24-May-21			Test Temp Blower #1			
	A2980	Pull Wire & Terminate Temp Blower #2	3	3	27-May-21	31-May-21			Pull Wire & Terminate Temp Blower #2			
	A2990	Test Temp Blower #2	5	5	01-Jun-21	07-Jun-21			Test Temp Blower #2			
	A3000	Pull Wire & Terminate Temp Blower #3	3	3	10-Jun-21	14-Jun-21			Pull Wire & Terminate Temp Blower #3			
	A3010	Test Temp Blower #3	5	5	15-Jun-21	21-Jun-21			Test Temp Blower #3			
	A3140	Rough-In New Blowers	10	10	13-Jul-21	26-Jul-21			Rough-In New Blowers			
	A10030	Rough-in Connection MCC-1 to MCC-2	5	5	14-Jul-21	20-Jul-21			Rough-in Connection MCC-1 to MCC-2			
	A4770	Pull Wire MCC-1 to MCC-2	4	4	21-Jul-21	26-Jul-21			Pull Wire MCC-1 to MCC-2			
	A3180	Rough-In A/C Unit & Install Disconnect	3	3	27-Jul-21	29-Jul-21			Rough-In A/C Unit & Install Disconnect			
	A9820	Test Interconnect Wiring MCC-1 to MCC-2	2	2	27-Jul-21	28-Jul-21			Test Interconnect Wiring MCC-1 to MCC-2			
	A10000	Make-up & Terminate MCC-1 & MCC-2	2	2	29-Jul-21	30-Jul-21			Make-up & Terminate MCC-1 & MCC-2			
	A3230	Rough-In Ceiling Lighting	5	5	30-Jul-21	05-Aug-21			Rough-In Ceiling Lighting			
	A3150	Pull Wire & Terminate New Blowers	5	5	06-Aug-21	12-Aug-21			Pull Wire & Terminate New Blowers			
	A3210	Pull Wire & Terminate A/C Unit	3	3	13-Aug-21	17-Aug-21			Pull Wire & Terminate A/C Unit			
	A3250	Pull Wire & Terminate Ceiling Lighting	5	5	18-Aug-21	24-Aug-21			Pull Wire & Terminate Ceiling Lighting			
	A3220	Start-Up New A/C Unit	3	3	01-Sep-21	03-Sep-21			Start-Up New A/C Unit			
	A3160	Start-Up & Check-out New Blowers	5	5	06-Sep-21	10-Sep-21			Start-Up & Check-out New Blowers			
	A3260	I/O Checkout	5	5	13-Sep-21	17-Sep-21			I/O Checkout			
	A3280	Operator Training - Blowers	1	1	13-Sep-21	13-Sep-21			Operator Training - Blowers			
	A3200	I/O Loop Checkout	5	5	20-Sep-21	24-Sep-21			I/O Loop Checkout			
A3390	Blowers Functional Testing	5	5	27-Sep-21	01-Oct-21	Blowers Functional Testing						
Process 45 SBR Decant			206	206	23-Dec-20	07-Oct-21	07-Oct-21, Process 45 SBR Decant					
A3300	Excavate to EL 82 for PS Slab	5	5	14-Jan-21	20-Jan-21	Excavate to EL 82 for PS Slab						
A3320	F/R/P Decant PS Slab	5	5	21-Jan-21	27-Jan-21	F/R/P Decant PS Slab						
A3330	F/R/P Decant PS Walls	15	15	28-Jan-21	17-Feb-21	F/R/P Decant PS Walls						

[illegible]

ATTACHMENT 'B'										08-Oct-20 12:55																																
Activity ID		Activity Name		Orig Dur	Rem Dur	Start	Finish	2020					Qtr 3, 2020					Qtr 4, 2020			Qtr 1, 2021			Qtr 2, 2021			Qtr 3, 2021			Qtr 4, 2021			Qtr 1, 2022			Qtr 2, 2022			Qtr 3, 2022			4, 2022
								May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec			
	A5050	PEMB Roof Steel	5	5	29-Apr-21	05-May-21																					PEMB Roof Steel															
	A4920	Install PEMB Secondary Steel	5	5	06-May-21	12-May-21																					Install PEMB Secondary Steel															
	A4930	Install PEMB Gutters & Downspouts	5	5	13-May-21	19-May-21																					Install PEMB Gutters & Downspouts															
	Mechanical		37	37	01-Apr-21	21-May-21																					21-May-21, Mechanical															
	A4940	Deliver & Set Tanks/Skids	3	3	01-Apr-21	05-Apr-21																					Deliver & Set Tanks/Skids															
	A4950	Install Tank Overflow Piping	4	4	06-Apr-21	09-Apr-21																					Install Tank Overflow Piping															
	A4960	Install Tank Fill Piping	5	5	12-Apr-21	16-Apr-21																					Install Tank Fill Piping															
	A4970	Install Suction Piping to Skids	7	7	19-Apr-21	27-Apr-21																					Install Suction Piping to Skids															
	A4980	Install Skid Discharge to the Termination Box	3	3	28-Apr-21	30-Apr-21																					Install Skid Discharge to the Termination Box															
	A4990	6" PW Tap 1" PVC to Structure	5	5	03-May-21	07-May-21																					6" PW Tap 1" PVC to Structure															
	A5000	Install Eyewashes	4	4	10-May-21	13-May-21																					Install Eyewashes															
	A5630	PVC Pipe Coatings	10	10	10-May-21	21-May-21																					PVC Pipe Coatings															
	A5010	Install Hose Bib Assemblies & Rack	3	3	14-May-21	18-May-21																					Install Hose Bib Assemblies & Rack															
	A5020	Install Trench Grating	2	2	19-May-21	20-May-21																					Install Trench Grating															
	Electrical		54	54	21-May-21	04-Aug-21																					04-Aug-21, Electrical															
	A5030	Install Field Instruments & Transmitters	5	5	21-May-21	27-May-21																					Install Field Instruments & Transmitters															
	A5040	Rough-in Control Panel, Field Instruments/ Transmitters, & Stru	3	3	28-May-21	01-Jun-21																					Rough-in Control Panel, Field Instruments/ Transmitters, & Structure Lighting															
	A5070	Install Structure Light Fixtures	4	4	02-Jun-21	07-Jun-21																					Install Structure Light Fixtures															
	A5080	Pull Wire & Terminate Control Panel, Field Instruments, & Struc	2	2	08-Jun-21	09-Jun-21																					Pull Wire & Terminate Control Panel, Field Instruments, & Structure Lighting															
	A5110	Start-up Chemical Skids	10	10	10-Jun-21	23-Jun-21																					Start-up Chemical Skids															
	A5120	Start-up Field Instruments	5	5	24-Jun-21	30-Jun-21																					Start-up Field Instruments															
	A5160	Operator Training - Hypo Feed	3	3	24-Jun-21	28-Jun-21																					Operator Training - Hypo Feed															
	A5130	I/O Checkout	10	10	01-Jul-21	14-Jul-21																					I/O Checkout															
	A5140	I/O Loop Checkout	10	10	15-Jul-21	28-Jul-21																					I/O Loop Checkout															
	A5150	Hypo Feed System Functional Testing	5	5	29-Jul-21	04-Aug-21																					Hypo Feed System Functional Testing															
	Process 110 Biosolids		228	228	10-May-21	23-Mar-22																					23-Mar-22, Process 110 Biosolids															
	Digester		189	189	10-May-21	27-Jan-22																					27-Jan-22, Digester															
	Structural		125	125	10-May-21	29-Oct-21																					29-Oct-21, Structural															
	A5230	Excavate to EL 86	5	5	10-May-21	14-May-21																					Excavate to EL 86															
	A5240	Build Slab Bulkheads	3	3	17-May-21	19-May-21																					Build Slab Bulkheads															
	A5250	F/R/P Slab Pour 1	5	5	20-May-21	26-May-21																					F/R/P Slab Pour 1															
	A5260	F/R/P Slab Pour 2	5	5	27-May-21	02-Jun-21																					F/R/P Slab Pour 2															
	A5270	Build Wall Pour 1 Bulkheads	3	3	03-Jun-21	07-Jun-21																					Build Wall Pour 1 Bulkheads															
	A5280	Form Wall Pour 1	3	3	08-Jun-21	10-Jun-21																					Form Wall Pour 1															
	A5290	Reinforce Wall Pour 1	2	2	11-Jun-21	14-Jun-21																					Reinforce Wall Pour 1															
	A5300	Pour Wall Pour 1	1	1	15-Jun-21	15-Jun-21																					Pour Wall Pour 1															
	A5310	Strip Wall Pour 1	3	3	16-Jun-21	18-Jun-21																					Strip Wall Pour 1															
	A5320	Build Wall Pour 2 Bulkheads	3	3	21-Jun-21	23-Jun-21																					Build Wall Pour 2 Bulkheads															
	A5330	Form Wall Pour 2	3	3	24-Jun-21	28-Jun-21																					Form Wall Pour 2															
	A5340	Reinforce Wall Pour 2	2	2	29-Jun-21	30-Jun-21																					Reinforce Wall Pour 2															
	A5350	Pour Wall Pour 2	1	1	01-Jul-21	01-Jul-21																					Pour Wall Pour 2															
	A5360	Strip Wall Pour 2	3	3	02-Jul-21	06-Jul-21																					Strip Wall Pour 2															
	A5370	Build Wall Pour 3 Bulkheads	3	3	07-Jul-21	09-Jul-21																					Build Wall Pour 3 Bulkheads															
	A5380	Form Wall Pour 3	3	3	12-Jul-21	14-Jul-21																					Form Wall Pour 3															
	A5390	Reinforce Wall Pour 3	2	2	15-Jul-21	16-Jul-21																					Reinforce Wall Pour 3															
	A5400	Pour Wall Pour 3	1	1	19-Jul-21	19-Jul-21																					Pour Wall Pour 3															
	A5410	Strip Wall Pour 3	3	3	20-Jul-21	22-Jul-21																					Strip Wall Pour 3															
	A5420	Form Wall Pour 4	3	3	23-Jul-21	27-Jul-21																					Form Wall Pour 4															
	A5430	Reinforce Wall Pour 4	2	2	28-Jul-21	29-Jul-21																					Reinforce Wall Pour 4															
	A5440	Pour Wall Pour 4	1	1	30-Jul-21	30-Jul-21																					Pour Wall Pour 4															

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City of Leesburg
Turnpike WWTF Upgrades

Wharton-Smith, Inc.
CONSTRUCTION GROUP

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.B.2.

Meeting Date: November 9, 2020

From: Mike Thornton, (Purchasing Manager), Cliff Kelsey, (Public Works Director)

Subject: Purchase request approval for the purchase of one (1) new regenerative air street sweeper from Environmental Products, Inc. for an amount of \$212,299.00.

Staff Recommendation:

Staff recommends awarding of Invitation for Bid 210021 for the purchase of a new regenerative air street sweeper to Environmental Products Group, LLC for an amount of \$212,299.00.

Analysis:

Street sweeping is a function of the Stormwater Division and serves to capture litter, sediment, and fallen leaves before entering the stormwater system protecting our waterways from pollutants. The Stormwater Division operates 2 street sweepers.

This purchase is to replace one of those street sweepers that has a poor condition score that warrants replacement. Unit #944 is a 2009 GMC chassis with a Tymco sweeper body. The Sweeper has 5,756 hours which converts to approximately 172,680 miles. These are low speed but very high engine speed hours which causes more wear on equipment. This sweeper is currently out of service due to several mechanical and structural frame issues. A few of the failed components are the turbo charger on the pony motor, the hopper is severely worn, the deck (bottom of the hopper) is near the point of collapsing, and the chassis frame rails near the back are rusting through. Over the life of this vehicle fleet has spent approximately \$113,000 on maintenance with \$76,000 being for parts and the balance for labor.

On January 11, 2016 when the City Commission approved the purchase of the last street sweeper there was discussion about why the sweeper, being replaced at that time, could not be rebuilt. At that time, Commissioners Robuck and Dennison requested staff to look at a rebuild instead of purchasing a new one the next time a purchase came up. Staff has evaluated unit 944, a 2009 street sweeper, and it would take a significant amount of money to rebuild this sweeper and does not think rebuilding this sweeper is the best use of tax payer dollars.

The average sweeper life cycle in Florida is approximately 3-5 years. Information on other agencies show the City of Orlando replaces their sweepers every 3 years and City of Tampa and Gainesville every 4 years. City of Orlando sweeps on two shifts so that is why they replace them sooner. Street sweeping in Florida is a 12 month activity. Equipment does not last as long as it may in other parts of the country

with a shorter street sweeping season.

Unit 944 is 11 years old, the City has received a more than reasonable service period from this unit. Rebuilding a sweeper involves replacing only those items that are wear items or currently broke. In rebuilding a piece of equipment the City could spend \$50,000 to \$75,000 and still have an old sweeper. Then in 6 months something unrelated to the rebuild may fail. Possibly the main engine or transmission. The City would be obligated to fix those because of the significant amount of money that was just spent rebuilding the sweeper component. It can quickly turn into a money pit.

Procurement Analysis:

On October 4, 2020 the Procurement Division issued Invitation for Bid (IFB) 210021. The IFB was published on the City's e-procurement platform and known resellers were directly notified. On October 20, 2020 the City received 4 bid responses. Following the review of bid responses the low bid of \$197,560.00 was deemed non-responsive and disqualified from consideration. The equipment proposed did not meet the minimum equipment specifications as provided by Fleet Services. The remaining 3 bid responses were responsive and the bidders responsible. Those bids are summarized here:

<u>Bidder Name</u>	<u>Location</u>	<u>Equipment Information</u>	<u>Bid Amount</u>
Environmental Products Group, LLC	Apopka, FL	Cab: Freightliner M2 Sweeper: Elgin Crosswind	\$212,999.00
Container Systems & Equip. Co., Inc.	Daytona Beach, FL	Cab: Freightliner M2 Sweeper: Tymco 600	\$219,000.00
Trekker Tractor, LLC	Hialeah Gardens, FL	Cab: Freightliner M2 Sweeper: Schwarze A7 Tornado	\$225,395.00

Staff recommends award to the lowest bidder, Environmental Products Group, LLC. Delivery time from this bidder is 5 days. They have a unit on the lot ready for delivery.

The City's local vendor preference is not a factor as none of the bidders qualified as a Local Vendor.

Options:

1. Approve the purchase request to Environmental Products Group, LLC for \$212,999.00; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

Funds in the amount of \$270,000 have been budgeted and are available in this Fiscal Year. The purchase price will provide an actual versus budget savings of \$57,001.00.

Account No.	510-5199-519.64-13
Project No.	FLEET
WF No.	WF1310894 \ 001
Requisition	52670
Budget	\$270,000.00
Available	\$270,000.00

Submission Date and Time: 11/4/2020 9:30:10 AM

FINAL DETAILED BID TABULATION
210021 - REGENERATIVE AIR SWEEPER

October 20, 2020
2:00 PM

		Environmental Products	Container Systems & Equip. Co., Inc.	Trekker Tractor, LLC
		Apopka, FL	Daytona Beach, FL	Hialeah Gardens, FL
1.0	CAB & CHASSIS			
	Manufacturer:	Freightliner	Freightliner	Freightliner
	Model:	M2-106	M2-106	M2
	Model Year:	2021	2021	2021
2.0	SWEEPER BODY			
	Manufacturer:	Elgin	Tymco	Schwarze
	Model:	Crosswind Regen X	Model 600	A7 Tornado
	Model Year:	2020	2021	2021
Lump Sum Base Bid Price		\$212,999.00	\$219,000.00	\$225,395.00
Local Vendor Preference Adjusted:		N/A	N/A	N/A
Calendar Days Delivery ARO:		5	90	60

Bid responses deemed non-responsive are not reflected in this Bid Tabulation as they are not eligible for award.

This Final Detailed Bid Tabulation is reviewed and approved by:



Mike Thornton, CPPO - Purchasing Manager

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.1.

Meeting Date: November 9, 2020

From: Andi Purvis, (City Clerk)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, accepting and approving a Warranty Deed from Taylor and Taylor, Inc., to the Community Redevelopment Agency (CRA) for the Carver Heights/Montclair Area for property lying in the City of Leesburg, Lake County, Florida; and providing an effective date.

Staff Recommendation:

Staff recommends accepting and approving from Taylor and Taylor, Inc., a Warranty Deed dated August 5, 2020, and recorded October 8, 2020 in Official Records Book 5559, Pages 1187-1188, Public Records of Lake County, Florida conveying real property located in Block C of W.C. Wilkins Number 6 Subdivision, and more particularly described in said Warranty Deed.

Analysis:

Warranty Deed from Taylor and Taylor, Inc., to the Community Redevelopment Agency for the Carver Heights/Montclair Area of the City of Leesburg, Florida.

Procurement Analysis:

None

Options:

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

Fiscal Impact:

None

Submission Date and Time: 11/3/2020 2:37:30 PM

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, ACCEPTING AND APPROVING A WARRANTY DEED FROM TAYLOR AND TAYLOR, INC., TO THE COMMUNITY REDEVELOPMENT AGENCY (CRA) FOR THE CARVER HEIGHTS/MONTCLAIR AREA FOR PROPERTY LYING IN THE CITY OF LEESBURG, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE.

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

THAT the City of Leesburg, Florida, does hereby accept from Taylor and Taylor, Inc., to the Community Redevelopment Area for the Carver Heights/Montclair Area, a Warranty Deed dated August 5, 2020, and recorded on October 8, 2020, Official Records Book, 5559, Pages 1187-1188, Public Records of Lake County, Florida, conveying certain real property described as:

Parcel ID#: 2219241000-00C-00200

Lot 3, Block C and a part of Lot 2, Block C of W.C. WILKINS NUMBER 6 SUBDIVISION, Leesburg, Florida as recorded in Plat Book 9, Page 67, of the Public Records of Lake County, Florida.

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 the 9th day of November 2020.

Mayor

ATTEST:

City Clerk

INSTRUMENT #2020112774
OR BK 5559 PG 1187 - 1188 (2 PGS)
DATE: 10/8/2020 4:26:01 PM

GARY J. COONEY, CLERK OF THE CIRCUIT COURT
AND COMPTROLLER, LAKE COUNTY, FLORIDA
RECORDING FEES \$18.50 DEED DOC \$154.00

Prepared by and return to:

Fred A. Morrison
McLin Burnsed P.A.
26736 US Highway 27
Leesburg, FL 34748
File No.: **CL4103**

[Space Above This Line For Recording Data]

Warranty Deed

This Warranty Deed made this **5th** day of **August, 2020** between **Taylor and Taylor, Inc., a Florida corporation**, whose post office address is **4005 Dove Valley Lane, Lady Lake, FL 32159**, grantor, and **Community Redevelopment Agency for the Carver Heights/Montclair Area**, whose post office address is **P.O. Box 490630, Leesburg, FL 34749-0630** grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

WITNESSETH, that said grantor, for and in consideration of the sum of **TEN AND NO/100 DOLLARS (\$10.00)** and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has conveyed, granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in **Lake County Florida** to-wit:

PARCEL ID #: 2219241000-00C-00200

Lot 3, Block C and a part of Lot 2, Block C of **W. C. WILKINS NUMBER 6 SUBDIVISION**, Leesburg, Florida, as recorded in Plat Book 9, Page 67, of the Public Records of Lake County, Florida, and described as follows:

Begin at the Southeast corner of Lot 2, and run North 0 deg.26'53" East along the East line of Lot 2 a distance of 10.00 feet and a point hereby designated as Point "A"; Return to the P.O.B. and run North 89 deg.48'37" West along the South line of Lot 2 a distance of 146.29 feet; thence North 0 deg.26'08" East along the West line of Lot 2 a distance of 22.00 feet; thence South 85 deg.07'08" East 146.72 feet to intersect the aforementioned Point "A".

Subject to easements, restrictions and reservations of record, if any, but this instrument shall not operate to reimpose the same.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

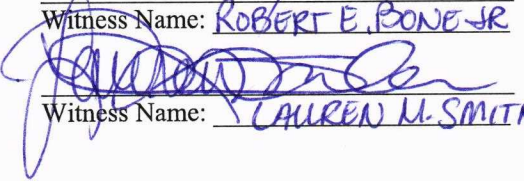
TO HAVE AND TO HOLD, the same in fee simple forever.

AND the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2019.

IN WITNESS WHEREOF, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:


Witness Name: ROBERT E. BONE JR


Witness Name: LAUREN M. SMITH

Taylor and Taylor, Inc.

By: Bonnie L. Taylor, President
Bonnie L. Taylor, President

(Corporate Seal)

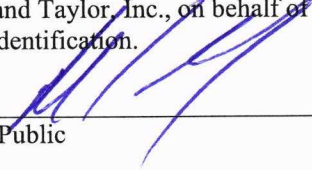


State of Florida

County of Lake

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 31st day of July, 2020 by Bonnie L. Taylor, President of Taylor and Taylor, Inc., on behalf of the corporation. He/she ☐ is personally known to me or ☒ has produced a driver's license as identification.

[Notary Seal]


Notary Public

Printed Name: _____

My Commission Expires: _____



ROBERT E. BONE, JR.
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG115109
Expires 7/11/2021

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.2.

Meeting Date: November 9, 2020

From: Jack Rogers, (Gas Director)

Subject: Resolution of the City Commission of the City of Leesburg, Florida authorizing and directing the Mayor and City Clerk to execute a Natural Gas Service Agreement between the City of Leesburg and Leesburg Landing II Community, LLC, for the purpose of setting forth the terms and conditions under which the City of Leesburg will supply Natural Gas service to the Development referred to as Leesburg Landing Phase II; and providing an effective date.

Staff Recommendation:

Staff recommends approval of a Natural Gas Service Agreement with Leesburg Landing 2 Community, LLC .

Analysis:

Leesburg Landing 2 Community, LLC., is developing a subdivision located off Thomas Road in Leesburg known as Leesburg Landing Phase 2. Section 22-7 of the Code of Ordinance requires the owner to utilize natural gas for eighty percent of the planned one hundred, thirty-one (131) units within the development. The estimated cost of the infrastructure, which will be fully funded by the developer, is \$113,488.00

Procurement Analysis:

Options:

1. Approve the Natural Gas Service Agreement with Leesburg Landing 2 Community, LLC; or
2. Such alternative actions as the Commission may deem appropriate.

Fiscal Impact:

Developer will place construction funds totaling \$113,488.00 in an escrow account sufficient to fully fund the project. A budget adjustment will be processed to add these funds to the current budget.

Account No. 042-0000-223-3100
WF No. WF1311035

Submission Date and Time: 11/4/2020 8:53:51 AM

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA AUTHORIZING AND DIRECTING THE MAYOR AND CITY CLERK TO EXECUTE A NATURAL GAS SERVICE AGREEMENT BETWEEN THE CITY OF LEESBURG AND LEESBURG LANDING II COMMUNITY, LLC, FOR THE PURPOSE OF SETTING FORTH THE TERMS AND CONDITIONS UNDER WHICH THE CITY OF LEESBURG WILL SUPPLY NATURAL GAS SERVICE TO THE DEVELOPMENT REFERRED TO AS LEESBURG LANDING PHASE II; AND PROVIDING AN EFFECTIVE DATE.

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

THAT the Mayor and City Clerk are hereby authorized and directed to execute a Gas Service Agreement between the City of Leesburg and Leesburg Landing II Community LLC, for the purpose of setting forth the terms and conditions under which the City of Leesburg will supply natural gas service to the development referred to as Leesburg Landing Phase II.

THIS RESOLUTION shall take effect upon its passage and adoption according to law.

PASSED AND ADOPTED at the regular meeting of the City Commission of the City of Leesburg, Florida, held on the 9th day of November, 2020.

THE CITY OF LEESBURG, FLORIDA

Mayor

ATTEST:

City Clerk

GAS SERVICE AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of October, 2020 by and between the City of Leesburg, Florida, a municipal corporation organized under the laws of the State of Florida, located at 501 W. Meadow Street, Leesburg, Florida, 34748, (hereinafter referred to as “City”), and Leesburg Landing II Community LLC, 29605 US Highway 19, Suite 130, Clearwater, Florida 33761 (hereinafter jointly referred to as “Owner”), sometimes collectively referred to as “Party” or “Parties”.

WITNESSETH:

WHEREAS, Owner is developing a subdivision located in Leesburg, Florida, known as Leesburg Landing Phase II (hereafter referred to as the “Development”), in accordance with the master plan for the Development on file with the City; and

WHEREAS, Section 22-7 of the Code of Ordinances of the City of Leesburg, Florida, requires that Owner utilize natural gas within the Development; and

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

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

1. The City shall, subject to the provisions of this Agreement, supply natural gas service which shall include main, service and meter installations, to the Development. Owner shall be responsible for installing and connecting all natural gas appliances to the outlet of City gas meters. A map of the Development is attached as Exhibit “A” to this Agreement and by reference is made a part hereof. City shall provide such natural gas service from the supply line, including the gas meter.

2. Owner shall ensure that not less than eighty percent (80%) of the planned one hundred thirty-one (131) units within the Development are equipped with:

A. A natural gas water heater; and

B. A natural gas furnace or Hydro-heat.

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

4. The Owner is obligated to pay the full cost of the infrastructure required to serve the Development and the cost of the services, meters, appurtenances and installation, which will be performed by the City. The Owner's estimated costs of the infrastructure to be funded by Owner as set forth below, is one hundred thirteen thousand four hundred eighty-eight dollars (\$113,488.00). Fifteen (15) days prior to construction, Owner shall place in escrow with the City, funds equal to that estimate to be used to pay for the construction as it proceeds. Notwithstanding inclusion of this estimate herein, Owner shall be obligated to pay the full cost of the infrastructure required to serve the Development.

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

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

7. The City shall both own and maintain the natural gas system, up to and including the natural gas meter, within the Development. The natural gas system from the outlet of the gas meter to the appliance utilizing the natural gas shall be maintained by the Owner or homeowner.

8. The Owner shall grant to the City all easements needed to install the natural gas pipelines within the Development, including minimum five foot (5') side lot easements, and shall dedicate those easements to the perpetual use of the City and its successors in interest for the purpose of laying, maintaining, repairing and replacing the natural gas pipelines. In addition, the Owner shall provide a location and easement, agreed to by the City for the purpose of installation of any necessary regulator stations and all associated equipment.

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

10. The City shall bear responsibility for installing all gas piping and other gas infrastructure, up to and including the meters, necessary to supply the natural gas service reflected in this Agreement. Owner and City will share trench space, which will be dug by the Owner's water and or electric utility contractor at no charge to the City. Each unit within the development will be individually metered.

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

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

13. The Parties understand and agree that this Agreement sets forth the entire understanding between the parties and supersedes and takes precedence over any and all prior negotiations, representations and agreements, oral or written, all of which are deemed to have merged into this Agreement and to have been extinguished thereby, except to the extent they are specifically set forth herein. Each party warrants, for the benefit and reliance of the other, that it has not entered into this Agreement in reliance on or on the basis of any promise, undertaking, representation or agreement of the other party, except as specifically set forth within the four corners of this instrument, and the parties mutually waive and disclaim any and all rights, remedies and causes of action which may otherwise exist, based wholly or partly on any such promise, undertaking, representation or agreement of the other party, except as specifically set forth within the four corners of this instrument.

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

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

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

CITY OF LEESBURG

BY: _____
Mayor

ATTEST:

City Clerk

Approved as to form and content:

City Attorney

BY: _____
George Branton
Manager
Leesburg Landing II Community, LLC

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me this _____ day of _____, 2020, by _____, who is personally known to me or produced _____ Drivers License # _____ as identification.

SEAL

Notary Public
Printed Signature:
My Commission Expires:

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.3.

Meeting Date: November 9, 2020

From: Jack Rogers, (Gas Director)

Subject: Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Natural Gas Service Agreement between the City of Leesburg and Leesburg Land Holdings, LLC, for the purpose of providing Natural Gas service to the proposed development referred to as Lake Griffin Preserve; and providing an effective date.

Staff Recommendation:

Staff recommends approval of a Gas Service Agreement with Leesburg Land holdings, LLC.

Analysis:

Leesburg Land Holdings, LLC, is developing a subdivision located off of Picciola Road in Leesburg known as Lake Griffin Preserve. Section 22-7 of the Code of Ordinance requires the owner to utilize natural gas for eighty percent of the planned fifty (50) units within the development. The estimated cost of the infrastructure, which will be fully funded by the developer, is \$49,507.

Procurement Analysis:

Options:

1. Approve the Gas Service Agreement with Lennar Homes, LLC.; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

Developer will place construction funds totaling \$49,507 in an escrow account sufficient to fully fund the project. A budget adjustment will be processed to add these funds to the current budget.

Account No. 042-0000-223-3100
WF No. WF1316246

Submission Date and Time: 11/4/2020 9:05:57 AM

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A NATURAL GAS SERVICE AGREEMENT BETWEEN THE CITY OF LEESBURG AND LEESBURG LAND HOLDINGS, LLC, FOR THE PURPOSE OF PROVIDING NATURAL GAS SERVICE TO THE PROPOSED DEVELOPMENT REFERRED TO AS LAKE GRIFFIN PRESERVE; AND PROVIDING AN EFFECTIVE DATE.

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

THAT the Mayor and City Clerk are hereby authorized and directed to execute a Gas Service Agreement between the City of Leesburg and Leesburg Land Holdings, LLC, for the purpose of setting forth the terms and conditions under which the City of Leesburg will provide natural gas service to the proposed development referred to as Lake Griffin Preserve.

THIS RESOLUTION shall take effect upon its passage and adoption according to law.

PASSED AND ADOPTED at the regular meeting of the City Commission of the City of Leesburg, Florida, held on the 9th day of November 2020.

THE CITY OF LEESBURG, FLORIDA

Mayor

ATTEST:

City Clerk

GAS SERVICE AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 2020 by and between the City of Leesburg, Florida, a municipal corporation organized under the laws of the State of Florida, located at 501 W. Meadow Street, Leesburg, Florida, 34748, (hereinafter referred to as “City”), and Leesburg Land Holdings, LLC, located at 1120 Carlton Avenue, Suite 1300, Lake Wales, FL 33853 (hereinafter jointly referred to as “Owner”), sometimes collectively referred to as “Party” or “Parties”.

WITNESSETH:

WHEREAS, Owner is developing a subdivision located in Leesburg, Florida, known as Lake Griffin Preserve (hereafter referred to as the “Development”), in accordance with the master plan for the Development on file with the City; and

WHEREAS, Section 22-7 of the Code of Ordinances of the City of Leesburg, Florida, requires that Owner utilize natural gas within the Development; and

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

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

1. The City shall, subject to the provisions of this Agreement, supply natural gas service which shall include main, service and meter installations, to the Development. Owner shall be responsible for installing and connecting all natural gas appliances to the outlet of City gas meters. A map of the Development is attached as Exhibit “A” to this Agreement and by reference is made a part hereof. City shall provide such natural gas service from the supply line, including the gas meter.

2. Owner shall ensure that not less than eighty percent (80%) of the planned fifty (50) units within the Development are equipped with:

- A. A natural gas water heater; and
- B. A natural gas furnace or Hydro-heat.

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

4. The Owner is obligated to pay the full cost of the infrastructure required to serve the Development and the cost of the services, meters, appurtenances and installation, which will be performed by the City. The Owner's estimated costs of the infrastructure to be funded by Owner as set forth below, is forty-nine thousand five hundred seven dollars and thirty cents (\$49,507.00). Fifteen (15) days prior to construction, Owner shall place in escrow with the City, funds equal to that estimate to be used to pay for the construction as it proceeds. Notwithstanding inclusion of this estimate herein, Owner shall be obligated to pay the full cost of the infrastructure required to serve the Development.

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

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

7. The City shall both own and maintain the natural gas system, up to and including the natural gas meter, within the Development. The natural gas system from the outlet of the gas meter to the appliance utilizing the natural gas shall be maintained by the Owner or homeowner.

8. The Owner shall grant to the City all easements needed to install the natural gas pipelines within the Development, including minimum five foot (5') side lot easements, and shall dedicate those easements to the perpetual use of the City and its successors in interest for the purpose of laying, maintaining, repairing and replacing the natural gas pipelines. In addition, the Owner shall provide a location and easement, agreed to by the City for the purpose of installation of any necessary regulator stations and all associated equipment.

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

10. The City shall bear responsibility for installing all gas piping and other gas infrastructure, up to and including the meters, necessary to supply the natural gas service reflected in this Agreement. Owner and City will share trench space, which will be dug by the Owner's water and or electric utility contractor at no charge to the City. Each unit within the development will be individually metered.

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

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

13. The Parties understand and agree that this Agreement sets forth the entire understanding between the parties and supersedes and takes precedence over any and all prior negotiations, representations and agreements, oral or written, all of which are deemed to have merged into this Agreement and to have been extinguished thereby, except to the extent they are specifically set forth herein. Each party warrants, for the benefit and reliance of the other, that it has not entered into this Agreement in reliance on or on the basis of any promise, undertaking, representation or agreement of the other party, except as specifically set forth within the four corners of this instrument, and the parties mutually waive and disclaim any and all rights, remedies and causes of action which may otherwise exist, based wholly or partly on any such promise, undertaking, representation or agreement of the other party, except as specifically set forth within the four corners of this instrument.

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

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

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

CITY OF LEESBURG

BY: _____
Mayor

ATTEST:

City Clerk

Approved as to form and content:

City Attorney

BY: _____
Hasan Mousli
Manager
Leesburg Land Holdings, LLC

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me this _____ day of _____, 2020, by _____, who is personally known to me or produced _____ Drivers License # _____ as identification.

SEAL

Notary Public
Printed Signature:
My Commission Expires:

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.4.

Meeting Date: November 9, 2020

From: Al Minner, (City Manager)

Subject: Resolution of the City Commission of the City of Leesburg, Florida authorizing the City Commission to appoint a representative and alternate to the Board of Directors of Lake Community Action Agency; and providing an effective date.

Staff Recommendation:

Analysis:

For the past several years, Lake Community Action Agency (LCAA) has selected the City of Leesburg to represent the Public Sector on their Board of Directors. An alternate may also be selected to represent the Public Sector in the appointee's absence.

LCAA recently submitted a request asking the City to choose the appointee and alternate for calendar year 2021. This action must occur during an official meeting of the City of Leesburg and the results must be recorded in the official minutes of that meeting. The selection information is due back to LCAA no later than December 4, 2020.

Commissioner John Christian is the City's current representative and Commissioner Hurley is the alternate.

Procurement Analysis:

Options:

1. Reappoint Commissioner Christian as representative and Commissioner Hurley as alternate to serve on the LCAA Board of Directors; or
2. Appoint a new representative and/or alternate to serve on the LCAA Board of Directors; or
3. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

None

Submission Date and Time: 11/4/2020 9:09:20 AM

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA AUTHORIZING THE CITY COMMISSION TO APPOINT A
REPRESENTATIVE AND ALTERNATE TO THE BOARD OF DIRECTORS
OF LAKE COMMUNITY ACTION AGENCY; AND PROVIDING AN
EFFECTIVE DATE.**

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

THAT for the term beginning January 2021, _____ is appointed as the
City of Leesburg representative to the Lake Community Action Agency Board of Directors; and
_____ is appointed as the alternate to the Lake Community Action Agency
Board of Directors.

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 the 9th day of November, 2020.

Mayor

ATTEST:

City Clerk

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.A.

Meeting Date: November 9, 2020

From: Andi Purvis, (City Clerk)

Subject: Resolution of the City Commission of the City of Leesburg, Florida appointing one member to the Carver Heights / Montclair Area Community Redevelopment Agency (CRA) to serve the remaining four-year term set to expire December 31, 2023; and providing an effective date.

Staff Recommendation:

Staff recommends the appointment of one member to the Carver Heights / Montclair Area CRA to serve the remaining four-year term set to expire December 31, 2023.

Analysis:

Abraham Conner resigned his position on the CRA creating a vacancy. Public notice seeking citizens willing to serve on the board was advertised in the Daily Commercial. Two applications have been received; Constance Poitier-Christian and Kevin Conner.

Procurement Analysis:

None

Options:

1. Appoint One member to the Carver Heights / Montclair Area CRA Board; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

None

Submission Date and Time: 11/4/2020 9:11:31 AM

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA APPOINTING ONE MEMBER TO THE CARVER HEIGHTS /
MONTCLAIR AREA COMMUNITY REDEVELOPMENT AGENCY (CRA)
TO SERVE THE REMAINING FOUR-YEAR TERM SET TO EXPIRE
DECEMBER 31, 2023; AND PROVIDING AN EFFECTIVE DATE.**

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

THAT the City Commission hereby appoints _____ as a member to the Carver Heights / Montclair Area Community Redevelopment Agency (CRA) to serve the remaining four-year term set to expire December 31, 2023.

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 the 9th day of November 2020.

Mayor

ATTEST:

City Clerk

City of Leesburg
Appointed Boards & Commission Application

Date: 09/18/2020

Name: Constance Poitier-Christian Home Phone: 352-504-2161

Mailing Address:
903 County Road 468 Leesburg, Florida 34748

Home Address:
903 County Road 468 Leesburg, Florida 34748

Business Name & Type:
Christian Worship Center - Religious

Business Address:
929 County Road 468 Leesburg, Florida 34748

Business telephone number: 352-365-1709 ext. _____

Position: Executive Pastor

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

Bachelor of Arts - Specialization in Management Saint Leo University
Florida Licensed Mortgage Broker
A combined 20 years in Banking with expertise in Mortgages, Reverse Mortgage, Human Resources
Director, Real Estate Development and Renovation.

Professional Organizations/Memberships:

Church of God in Christ Executive Board - Women's Department

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

If yes, Dates Served _____

Name of Board or committee:

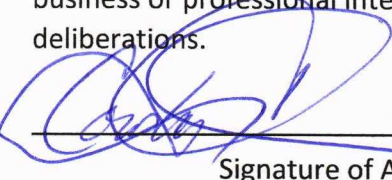
____ Library Board ____ Historic Preservation Board ____ Planning Commission

____ Greater Leesburg CRA ☒ Carver Heights & Vicinity CRA

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

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

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



Signature of Applicant

Date

Return to: City Clerk's Office City of Leesburg P.O. Box 490630 Leesburg, FL, 34739-0630

City of Leesburg
Appointed Boards & Commission Application

Date: 10/12/2020

Name: Kevin Conner Home Phone: 305-968-8292

Mailing Address:
905 Georgia Avenue Leesburg, Florida 34748

Home Address:
905 Georgia Avenue Leesburg, Florida 34748

Business Name & Type:
N/A

Business Address:
N/A

Business telephone number: _____ ext. _____

Position: Board Member

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

Retired Florida Highway Patrol (Captain) 32 Years
Owned two businesses in retail and KJC Security Services, LLC

Professional Organizations/Memberships:

Active member of Florida Coalition of Black State Troopers, Special events coordinator.
NAACP Member
Past-Worship Master Masonic Lodge #510

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

If yes, Dates Served _____

Name of Board or committee:

____ Library Board ____ Historic Preservation Board ____ Planning Commission

____ Greater Leesburg CRA ☒ Carver Heights & Vicinity CRA

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

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

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

Kevin Conner 

Signature of Applicant

10/12/2020

Date

Return to: City Clerk's Office City of Leesburg P.O. Box 490630 Leesburg, FL, 34739-0630

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.B.

Meeting Date: November 9, 2020

From: Dan Miller, (Planning and Zoning Manager)

Subject: An Ordinance of the City of Leesburg, Florida, annexing certain real property consisting of approximately 158 acres; and being generally located west of U.S. Highway 27, north of Bridges Road, and east of Florida's Turnpike, lying in Sections 01 and 02, Township 21 South, Range 24 East, and Sections 35 and 36, Township 20 South, Range 24 South, 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 such territory had been a part of the City of Leesburg at the time of passage and approval of said laws; providing that such annexed territory shall be placed in City Commission District 3; and providing an effective date. (Whitemarsh II & III AX)

Staff Recommendation:

The Planning and Zoning staff and the Planning Commission recommend approval of the proposed ordinance for annexation of the Whitemarsh property as presented herein.

Analysis:

The applicant has submitted a request for annexation of approximately 158 acres of land generally located west of U.S. Highway 27, north of Bridges road, and east of Florida's Turnpike, as shown on the attached General Location Map. At this time, the property is undeveloped. The current zoning is Lake County A (Agriculture); the proposed zoning is City (PUD Planned Unit Development). The proposal is for a single family residential development.

This property lies within the ISBA (Interlocal Service Boundary Area) agreement. This agreement, which was approved by City Commission on November 24, 2014, allows property within the ISBA area but outside the current city limits to be annexed and obtain City of Leesburg utility services. The request is consistent with the City's policy of annexation of properties within the ISBA area and lies near a major roadway.

Also on this City Commission agenda is a Large Small Scale Comprehensive Plan Amendments and a Rezoning Application for this property, with recommendations for approval from the staff and Planning Commission.

Procurement Analysis:**Options:**

1. Approve the requested annexation. This would give the City jurisdiction over the use and future development of the subject site and provide for the application of City standards to this property; or
2. Disapprove the proposed annexation and allow the property to remain in the County.

Fiscal Impact:

A positive fiscal impact will result from the annexation of this property due to increased tax revenue added to the General Fund. Future development of the property will increase this anticipated impact through impact and utility fees.

Submission Date and Time: 11/3/2020 2:37:17 PM

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, ANNEXING CERTAIN REAL PROPERTY CONSISTING OF APPROXIMATELY 158 ACRES; AND BEING GENERALLY LOCATED WEST OF U.S. HIGHWAY 27, NORTH OF BRIDGES ROAD, AND EAST OF FLORIDA'S TURNPIKE, LYING IN SECTIONS 01 AND 02, TOWNSHIP 21 SOUTH, RANGE 24 EAST, AND SECTIONS 35 AND 36, TOWNSHIP 20 SOUTH, RANGE 24 SOUTH, 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 SUCH TERRITORY HAD BEEN A PART OF THE CITY OF LEESBURG AT THE TIME OF PASSAGE AND APPROVAL OF SAID LAWS; PROVIDING THAT SUCH ANNEXED TERRITORY SHALL BE PLACED IN CITY COMMISSION DISTRICT 3; AND PROVIDING AN EFFECTIVE DATE. (WHITEMARSH II & III AX)

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

Section 1.

Based upon the petition of David Strong, Manager for Lakeco Partners, LTD, (Greg Beliveau, Agent) for the property hereinafter described, shall be annexed into the city limits of the City of Leesburg, Florida, which petition has heretofore been approved by the City Commission of the City of Leesburg, Florida, pursuant to the provisions of the Laws of Florida, the hereinafter described property is hereby annexed and made a part of the city limits of the City of Leesburg, Florida. The subject property lying and situated in Lake County, Florida, is more particularly described as:

**Legal Description
(See Exhibit A)**

Section 2.

All of the property, real and personal, within said annexed territory, described in Section 1 above, as provided by this ordinance, and the inhabitants thereof, shall be subject to the government, jurisdiction, powers, franchises, duties, and privileges of the City of Leesburg, Florida, and the said annexed property shall be liable, proportionately, for all of the present outstanding and existing, as well as future, indebtedness of the City of Leesburg, Florida; that all of the ordinances of the City of Leesburg, and all the laws heretofore passed by the Legislature of the State of Florida relating to and which now or hereafter constitute its Charter, shall apply to and have the same force and effect on such annexed territory as if all such annexed territory had been a part of the City of Leesburg, Florida, at the time of the passage and approval of said laws and ordinances. The property annexed here by is assigned to City Commission District 3.

Section 3.

This ordinance shall become effective immediately upon approval at second reading.

PASSED AND ADOPTED at the regular meeting of the City Commission of the City of
Leesburg, Florida, held on the _____ day of _____ 2020.

THE CITY OF LEESBURG

Mayor

ATTEST:

City Clerk

LEGAL DESCRIPTION

EXHIBIT A

Parcel 1:

The Southwest 1/4 of the Southwest 1/4 of Section 36, Township 20 South, Range 24 East, Lake County, Florida AND The South 1/4 of Section 35, Township 20 South, Range 24 East, Lake County, Florida, lying East of Sunshine State Parkway (Florida Turnpike).

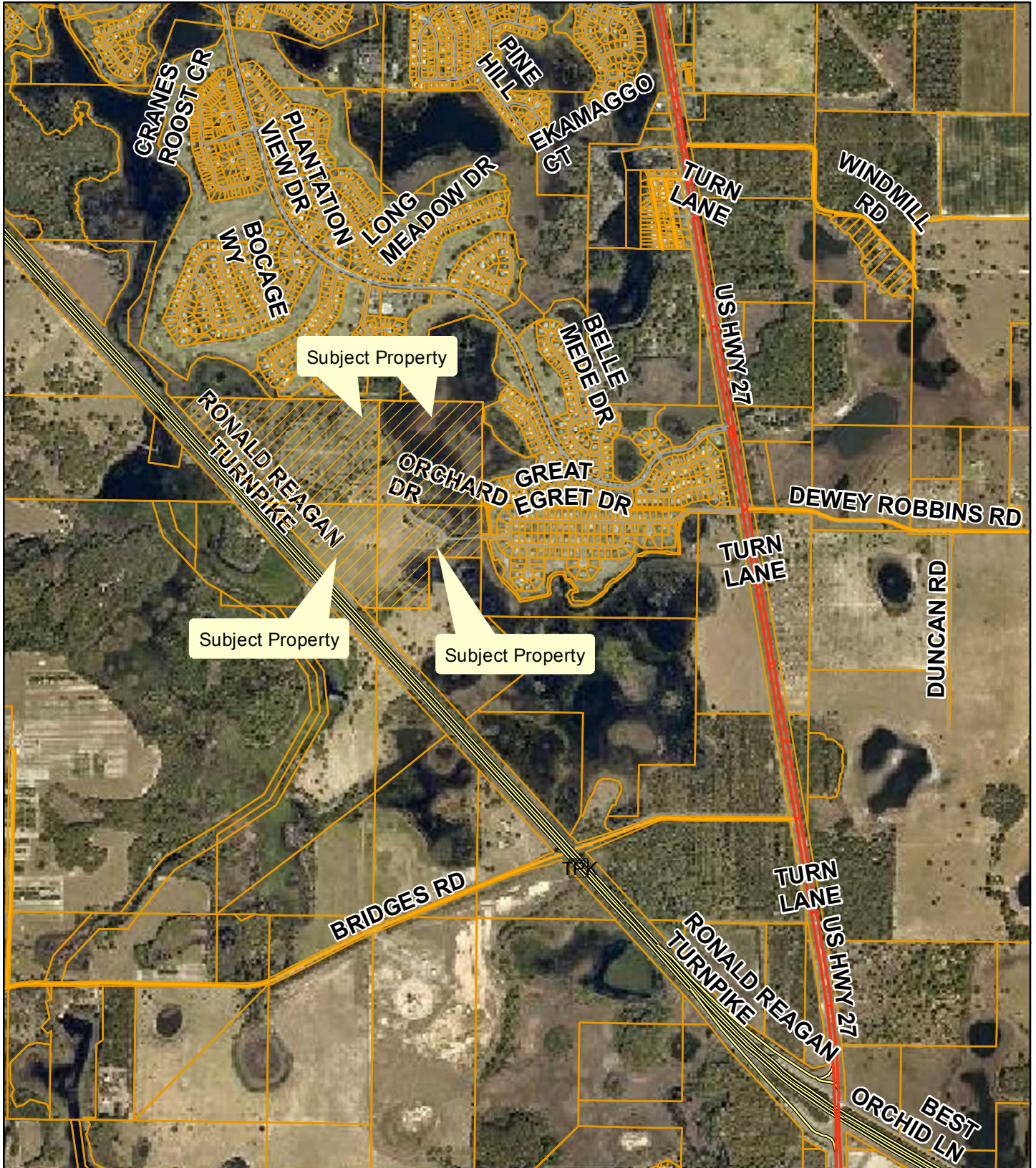
Parcel 2:

The North 1/2 of the Northwest 1/4 of the Northwest 1/4 AND the Southwest 1/4 of the Northwest 1/4 of the Northwest 1/4 of Section 1; AND that part of the North 1/2 of the Northeast 1/4 of Section 2, lying East of the East right of way of the Sunshine State Parkway (Florida Turnpike), all lying and being in Township 21 South, Range 24 East, in Lake County, Florida.

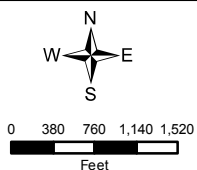
ALT KEYS: 3807722, 1062349, 1035538, 1035571

~ End of Legal Description ~

Aerial

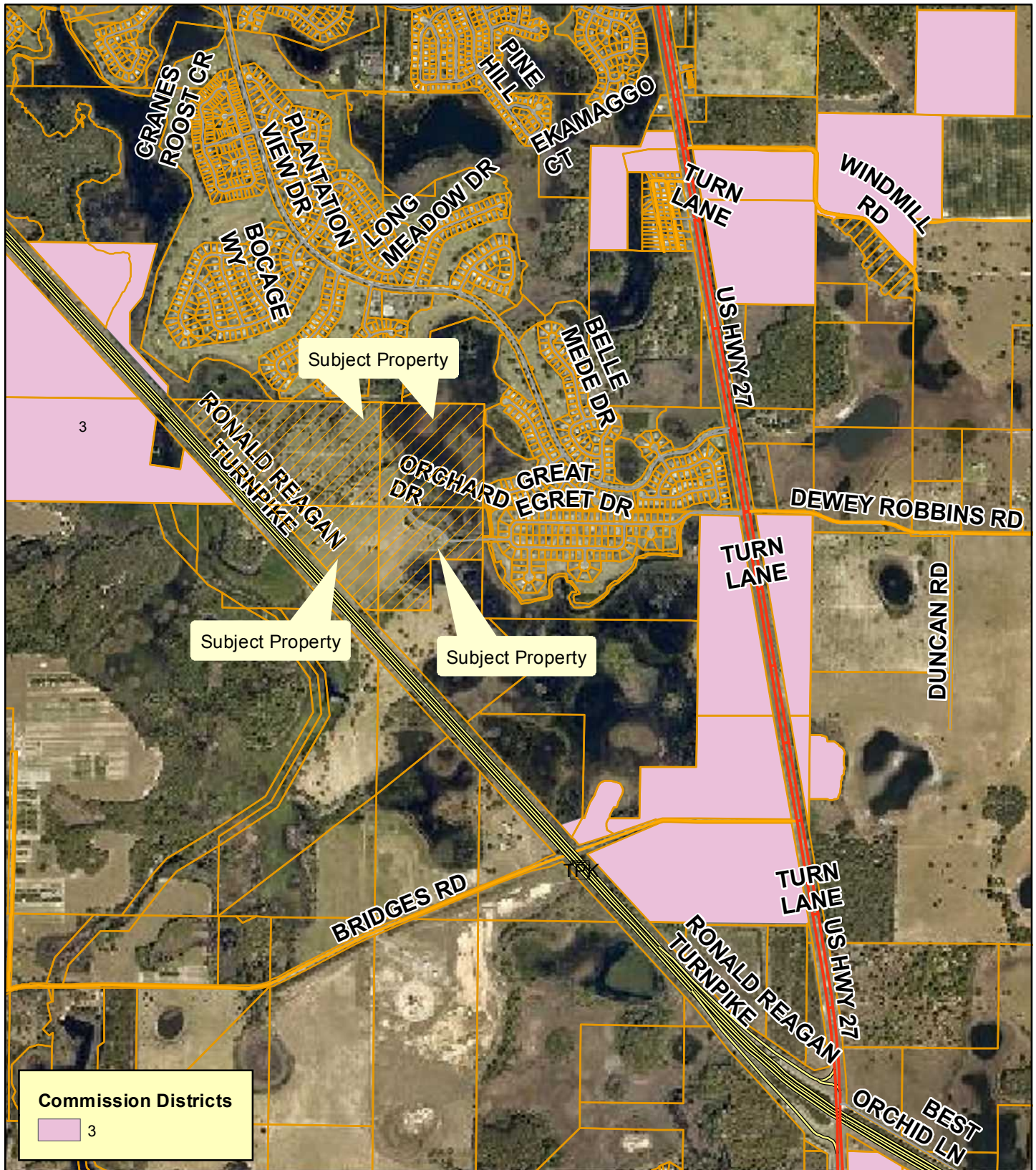


**Planning
& Zoning
Division**

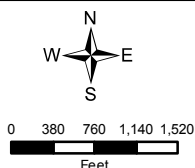


ANNX-20-134, LSCP-20-135, PUD-20-136
Whitemarsh Phase II and Phase III
AK#s: 3807722, 1062349, 1035538, 1035571
Sections 01 & 02, Township 21 South, Range 24 East and
Sections 35 & 36, Township 20 South, Range 24 East
June 15, 2020

Commission District



**Planning
& Zoning
Division**



ANNX-20-134, LSCP-20-135, PUD-20-136
Whitemarsh Phase II and Phase III
AK#s: 3807722, 1062349, 1035538, 1035571
Sections 01 & 02, Township 21 South, Range 24 East and
Sections 35 & 36, Township 20 South, Range 24 East
June 15, 2020



Close up of sign posting.



Posting of sign on site (Orchard Drive).



Looking north along subject property.



Looking south along subject property from sign posting.



Looking east towards Dillymarsh Court from sign posting.



Approximate location of sign posting.

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.C.

Meeting Date: November 9, 2020

From: Dan Miller, (Planning and Zoning Manager)

Subject: An Ordinance amending the Future Land Use Map of the Comprehensive Plan of the City of Leesburg, changing the Future Land Use Map Designation of certain property containing 158 +/- acres from Lake County Urban Low Density to city of Leesburg Estate, for a property generally located west of U.S. Highway 27 and north of Bridges Road, and east of Florida's Turnpike as legally described in Sections 01 and 02, Township 21 South, Range 24 East, and Sections 35 and 36 Township 20 South, Range 24 South, Lake County, Florida; and providing an effective date.

Staff Recommendation:

The Planning & Zoning Staff and the Planning Commission recommend approval of the proposed large-scale comp plan amendment of the City's Future Land Use Map on 158 +/- acres from Lake County Urban Low Density to City of Leesburg Estate.

Analysis:

Analysis

The project site is approximately 158 acres. The property is generally located west of U.S. Highway 27, north of Bridges Road, and east of Florida's Turnpike. Currently, the property is vacant and undeveloped. The proposed use is for a single-family residential subdivision. The surrounding Future Land Use Map designation of Lake County Urban Low Density is compatible, as conditioned in the PUD zoning, with the proposed future land use designation of City Estate Residential. The proposed zoning designation of City PUD (Planned Unit Development) will provide for development that is consistent with the City's adopted Growth Management Plan and would allow an appropriate use for the property.

The project site is more than ten (10) acres and is, therefore, considered a large-scale comprehensive land use plan amendment. The City will notify the Florida Department of Economic Opportunity (FDEO) of the plan amendment and the Department will review the project site area to confirm that it is more than ten (10) acres.

This property lies within the ISBA (Interlocal Service Boundary Area) agreement. This agreement, which was approved by City Commission on November 24, 2014, allows property within the ISBA area

but outside the current city limits to be annexed and obtain City of Leesburg utility services.

The Planning Commission held a public hearing on the application on August 20, 2020 and by a vote of 5 to 0, recommended approval.

Procurement Analysis:

Options:

1. Approve the requested large-scale comprehensive plan amendment from Lake County Urban Low Density to City Estate Residential; or
2. Other such action as the Commission may deem appropriate.

Fiscal Impact:

There is no direct fiscal impact to the City for this action. Future development of the property will increase this anticipated impact from collection of impact fees, ad valorem taxes and utility charges.

Submission Date and Time: 11/3/2020 2:37:02 PM

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FUTURE LAND USE MAP OF THE COMPREHENSIVE PLAN OF THE CITY OF LEESBURG, CHANGING THE FUTURE LAND USE MAP DESIGNATION OF CERTAIN PROPERTY CONTAINING 158 +/- ACRES FROM LAKE COUNTY URBAN LOW DENSITY TO CITY OF LEESBURG ESTATE, FOR A PROPERTY GENERALLY LOCATED WEST OF U.S. HIGHWAY 27 AND NORTH OF BRIDGES ROAD, AND EAST OF FLORIDA'S TURNPIKE AS LEGALLY DESCRIBED IN SECTIONS 01 AND 02, TOWNSHIP 21 SOUTH, RANGE 24 EAST, AND SECTIONS 35 AND 36 TOWNSHIP 20 SOUTH, RANGE 24 SOUTH, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission has received written objections, recommendations, and comments from the City of Leesburg Planning Commission, acting as the Local Planning Agenda, regarding amendment of the Comprehensive Plan of the City of Leesburg, and has made recommendations to the City Commission for amendment of the Plan; and

WHEREAS, the City Commission of the City of Leesburg has held public hearings on the proposed amendment to the plan, in light of written comments, proposals and objections from the general public;

NOW, THEREFORE,

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

Section 1.

The Growth Management Plan of the City of Leesburg, adopted by the City of Leesburg on December 10, 2012, pursuant to the Community Planning Act of 2011, Chapter 163, Part II, Florida Statutes, after public hearings by the City of Leesburg Planning Commission, is hereby amended in the following manner;

The Future Land Use Map is amended by changing the designation of approximately 158 acres of land generally located west of U.S. Highway 27, north of Bridges Road, and east of Florida's Turnpike. from Lake County Urban Low Density, to City of Leesburg Estate, as shown on the revised map of said area, lying in Sections 01 and 02, Township 21 South, Range 24 East, and Sections 35 and 36, Township 20 South, Range 24 East.

Section 2.

That this amendment is hereby transmitted to the Department of Economic Opportunity as required by the Community Planning Act of 2011, Chapter 163, Part II, Florida Statutes;

Section 3.

All ordinances or parts of ordinances in conflict the any of the provisions of this ordinance are hereby repealed;

Section 4.

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

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held the _____ day of _____ 2020.

Mayor

ATTEST:

City Clerk

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

DATE: July 31, 2020
OWNER: Lakeco Partners, LTD
PETITIONER: David Strong, Manager
PROJECT: Whitmarsh Phase I and Phase II
REQUEST: Future Land Use amendment to Estate Residential and zoning to PUD (Planned Unit Development)
CASE NO.: LSCP 20-135; PUD-20-136

GENERAL LOCATION: The property is generally located west of U.S. Highway 27, north of Bridges Road and east of Florida's Turnpike.

FUTURE LAND USE DESIGNATION:
Lake County Urban Low Density

SURROUNDING FUTURE LAND USE DESIGNATION:
North – Lake County Urban Low Density
South – Lake County Urban Low Density
East – Lake County Urban Low Density
West – City of Leesburg Neighborhood Mixed Use; Lake County Rural

PROPOSED FUTURE LAND USE DESIGNATION: City of Leesburg Estate Residential

EXISTING ZONING DESIGNATION: Lake County A (Agriculture)

SURROUNDING ZONING DESIGNATIONS:
North – Lake County PUD (Planned Unit Development)
South – Lake County A (Agriculture)
East – Lake County PUD (Planned Unit Development)
West – Lake County A (Agriculture)

PROPOSED ZONING DESIGNATION:
PUD (Planned Unit Development)

EXISTING LAND USE: Vacant/undeveloped acreage.

SURROUNDING LAND USE:
North – Lake County Urban Low Density
South – Lake County Urban Low Density
East – Lake County Urban Low Density
West – City of Leesburg Neighborhood Mixed Use; Lake County Rural

PROPOSED LAND USE: Single Family Residential development

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

DATE: November 21st, 2019
OWNER: Diocese of Orlando
PETITIONER: Ben Snyder, Vice President, Hanover Land Company
PROJECT: Windsong Phase II
REQUEST: Future Land Use amendment to Estate Residential and zoning to PUD (Planned Unit Development)
CASE NO.: LSCP 19-157; PUD-19-158

THE FOLLOWING COMMENTS RECEIVED FROM EACH DEPARTMENT:

POLICE

No comments received as of 8/16/19

FIRE

No comments received as of 8/16/19

ELECTRIC

This is out of the Electric Department's service territory. We have no issues. Steve Davis 8/2/19

GAS

No issues here, in conjunction with PUD-19-158. Thanks! Jessie Cummins 8/6/19

Natural gas is available and directed for the subject property per the City ordinance. Inquiries and details regarding the required natural gas infrastructure can be sent directly to me at the below contact information. Thanks! Jessie Cummins 8/6/19 Office: (352) 435-9420 Jessie.Cummins@leesburgflorida.gov

GIS

No comments received as of 8/16/19

BUILDING

No comments received as of 8/16/19

PUBLIC WORKS

No comments received as of 8/16/19

ADDRESSING

No comments received as of 8/16/19

ECONOMIC DEVELOPMENT

No comments received as of 8/16/19

LAKE COUNTY

No comments received as of 8/16/19

LAKE COUNTY SCHOOLS

The subject project, Windsong Phase 2, has a valid school concurrency capacity reservation for 123 single-family units. It is valid through July 11, 2020. I have attached a copy for your file. Please let me know if you have any questions or need more information. Thanks, Helen LaValley 8/7/19

LAKE-SUMTER METROPOLITAN PLANNING ORGANIZATION (L-S mpo)

Recommendations Regarding the Project:

1. The proposed land use request would likely result in minimal traffic impacts in an area with adequate roadway capacity. Therefore, the Lake~Sumter MPO has no objections to the applications.
2. A Request for Exemption Letter from doing a Tier 1 Traffic Impact Analysis (TIA) should be submitted so that the traffic impacts of the proposed land use changes (particularly the office and cabins) can be more accurately evaluated. It is at the discretion of the City of Leesburg to either require the Request for Exemption Letter, or proceed without this document.

PUBLIC RESPONSES

Approval

12 approvals 7 with comments.

Disapproval

18 disapprovals 8 with comments.

Notice of Appearance filed: 2

PUBLIC COMMENTS (APPROVAL WITH REQUESTS)

Dennis Hercamp/Diana Hercamp – Our concerns is all the animals, especially snakes of all species, that are in residence on the land. We have had snakes (rattlesnakes, Eastern diamond) in our garage there are children that play.

Dianne N. Hercamp – What is going to happen to water pressure? I don't have much now?

David Bock –

1. No additional entrance on Highway 27- use existing entrance as shown on drw's
2. South Point Church creates their own entrance on highway 27
3. Existing Entrance to church to be demolished and relandscaped
4. City replace chain Link fence to match existing Windsong fence at the pumping sta
5. Windsong Phase 1 repair swale along Lots 141, 140, 136, 135, 134 as suggested by St. Johns years ago before phase 2 constructions begins
6. Trees in Phase 2 adjacent to lots 1,2,3,4,5,6,7, and Tract E, 135,136,140,141,142,143,144,145,146,147,148,149,150,151,151and 153 that are within 25 feet of these lots and are considered healthy may not be cut down.
Recreation Trail in Phase 1 to be extended into and be included in phase 2

Eva Turner – Will it be a divided area.

Juanita L. O'Connell – No objection to development of land directly behind Meadow Breeze Lane. However, no structure should be built less than 25 feet from property listed below so as not to obstruct view of said property. Perhaps some sort of separation between the 2 phases should be considered. Also, would recommend additional entrance & exit.

Douglas Pocock – If there is a set back. SECURITY - We are gated – is new community? Fence? SET BACK – at least 20' from Newcombe Circle properties. LEAVE STAND OF TREES – for soil preservation Newcome Circle properties are much lower. Asthetics for both communities. Habitat for birds & critters.

Jan Pocock – only if there is a 20' set back to Newcombe Circle. What is the set back of lots that will butt up to Newcombe Circle? It is important to keep a stand of trees, to control water runoff, to lower yard on Newcombe and for asthetic purpose for our community as well as for birds and critter who abide there. We are a gated community. What precautions and security are being made for the new community?

PUBLIC COMMENTS (DISAPPROVAL)

Johnathon & Annette Brinkley – We purchased this property with the premise of our back yard view remaining an area of conservation. We disapprove of any changes to the current layout. (Both cases)

Alice L. Gutkowski – We live in a 55 *Gated* community what type of security would be installed on the edge of the property? How much of a buffer zone would there be between the properties? That property is higher than ours – what provisions would be made for proper drainage so our land would not be flooded every time in rains? Has any consideration been given to the amount of our precious water supply needed, not to mention noise & congestion? How about the endangered species on the property? (We've had Fl panthers come out of this area) (Both cases)

Alice L. Gutkowski - As ours is a gate senior community we are concerned about safety & privacy. There is nothing noted re: buffer zone or barrier between our property on the planned housing. Another concern is drainage as our property is lower than this property. How about moving the storm water West & the houses East which would then back up to conservation area. If all existing trees & plants are removed there is no consideration for Heritage trees & wildlife that habitat this property now.

Mrs. Vivienne C. Miller – To whom it may concern: Have you taken into consideration the following: - 'The property in questions has a lot of wildlife on it such as birds, rabbits, turtles and etc (also bobcats & panthers pass through). Also, oak trees and vegetation? Just a few things to think about & consider. (For large scale & development) – Both issues

Vivienne C. Miller – as stated before! Security, Animal, Trees – Vegetation. Too many homes to be constructed – Construction??

Glenn A. Culbertson – Adjacent to the north of the proposed development is Highland Lakes, a gated 55+community. Our property adjacent to the proposed project. What measures are being proposed to provide a buffer between the Windsong II development and Highland Lakes? Will there be a conversancy area or natural wooded area, or fence, etc? Will the area adjacent directly to the south our property be housing or community center, etc.? Since the Windsong II development is not a retirement community, what is planned so that the residents of the proposed development do not disturb the Highland Lakes 55+ community? Highland Lakes and our property are at a lower elevation than the Windsong II project, we are concerned about drainage having an impact on the Highland Lakes community in general, and our property in particular. One of the reasons we purchased our property and moved to Leesburg was because of the natural setting. We would expect that the trees, wildlife, and natural setting would be maintained as much as possible, and there would be minimal damage to the environment, in the proposed development. We are concerned about traffic, noise, and lights, and would like to know what is proposed to minimize these.

(Both cases)

Shalliny Green – There isn't enough information. Example: What would these homes be sold for? As we live in a higher end home we don't want 120 plus 200 thousands home, there are rumors all through the area saying Hanover wants to build a strip mall, there isn't enough information given as we are out of the area a lot we can't come to the meeting, I could change my mind with proper information.

David G. & Veronica S. Curll – I disapprove this project due to the following concerns I have.

1. The effect on the monetary value of my property. I feel that if this project is approved, my property value will be decreased.
2. How this project will affect mu water supply that I receive from the City of Leesburg.
3. The negative effects of the construction process on my health as I have serious respiratory issues which I was recently hospitalized for.



**CITY OF LEESBURG PLANNING & ZONING DIVISION
RECOMMENDATIONS**

DATE: August 20, 2020
OWNER: Lakeco Partners, LTD, David Strong, Manager
PETITIONER: Greg Beliveau, LPG Urban and Regional Planners, Inc.
PROJECT: Whitemarsh Phase I and Phase II
REQUEST: Future Land Use amendment to Estate Residential
CASE NO.: LSCP 20-135

THE PLANNING & ZONING DIVISION RECOMMENDS:

APPROVAL of the request

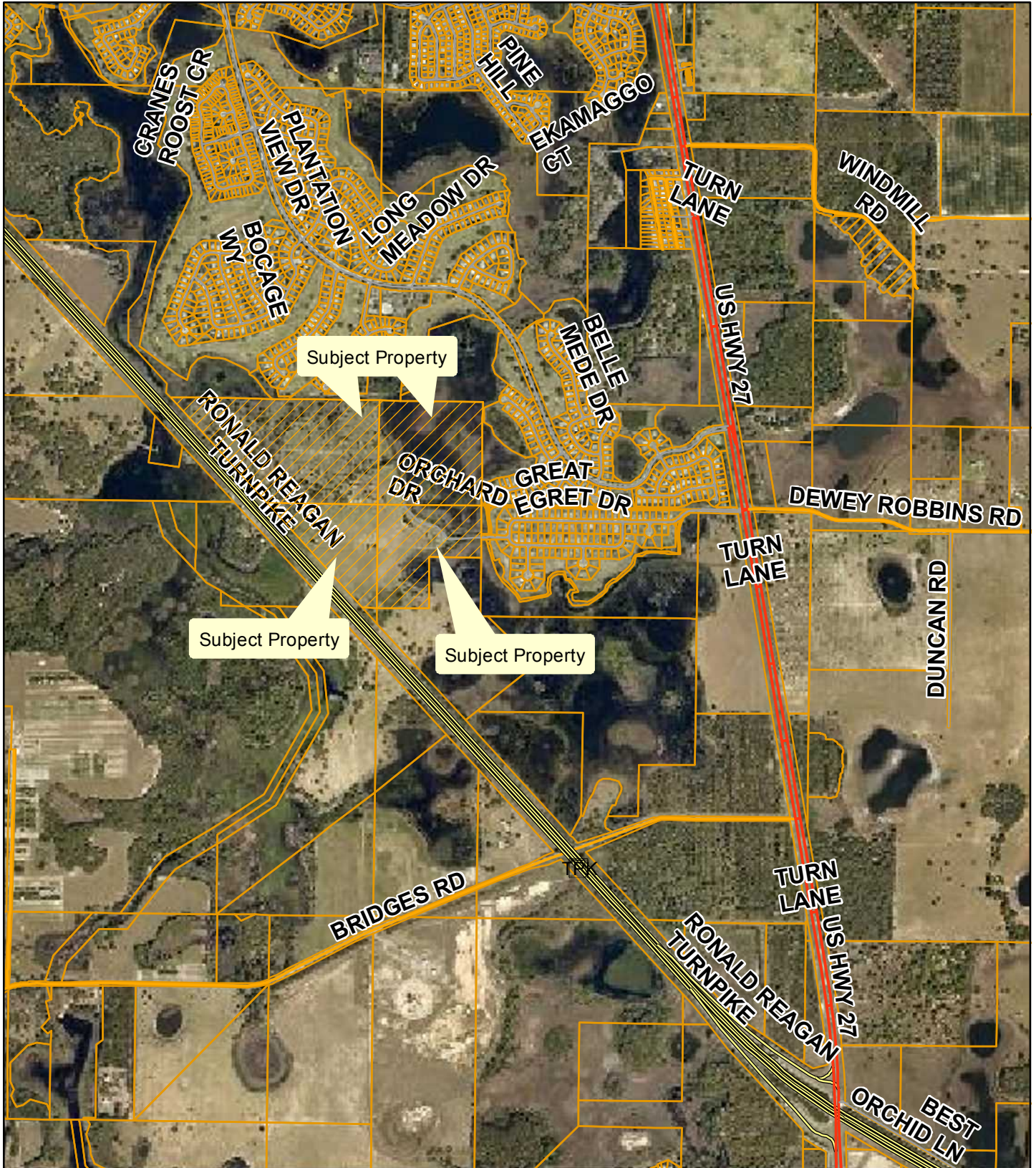
for the following reason(s):

1. This project meets the requirements of Chapter 163.3184 Florida Statutes, for Large Scale Comprehensive Plan Amendments.
2. The proposed request is compatible with the adjacent future land use designations of Lake County Urban Low Density, Lake County Rural, and City of Leesburg Neighborhood Mixed Use.
3. The proposed request is compatible with the current surrounding zoning districts of Lake County PUD (Planned Unit Development) and Lake County A (Agriculture District).
4. The proposed future land use designation for the site is consistent with the City's Growth Management Plan, Future Land Use Element, Goal I, Objective 1.6.

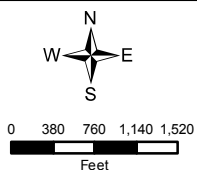
Action Requested:

1. Vote to approve the Large Scale Comprehensive Plan designation from Lake County Urban Low Density to City of Leesburg Estate Residential and forward the recommendation to the City Commission for consideration.

Aerial

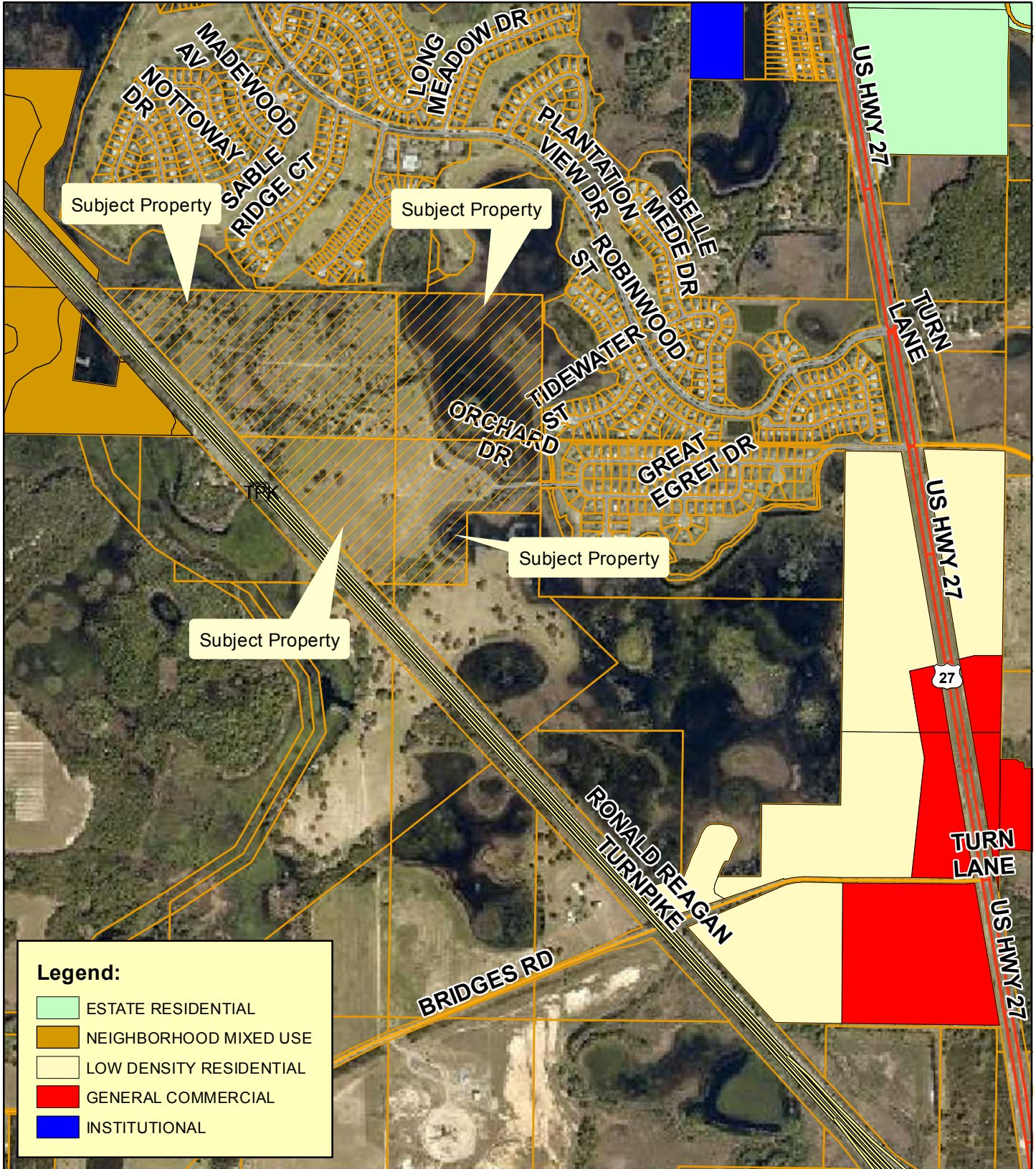


**Planning
& Zoning
Division**

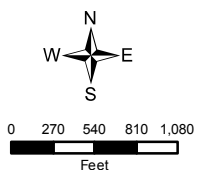


ANNX-20-134, LSCP-20-135, PUD-20-136
Whitemarsh Phase II and Phase III
AK#s: 3807722, 1062349, 1035538, 1035571
Sections 01 & 02, Township 21 South, Range 24 East and
Sections 35 & 36, Township 20 South, Range 24 East
June 15, 2020

Future Land Use

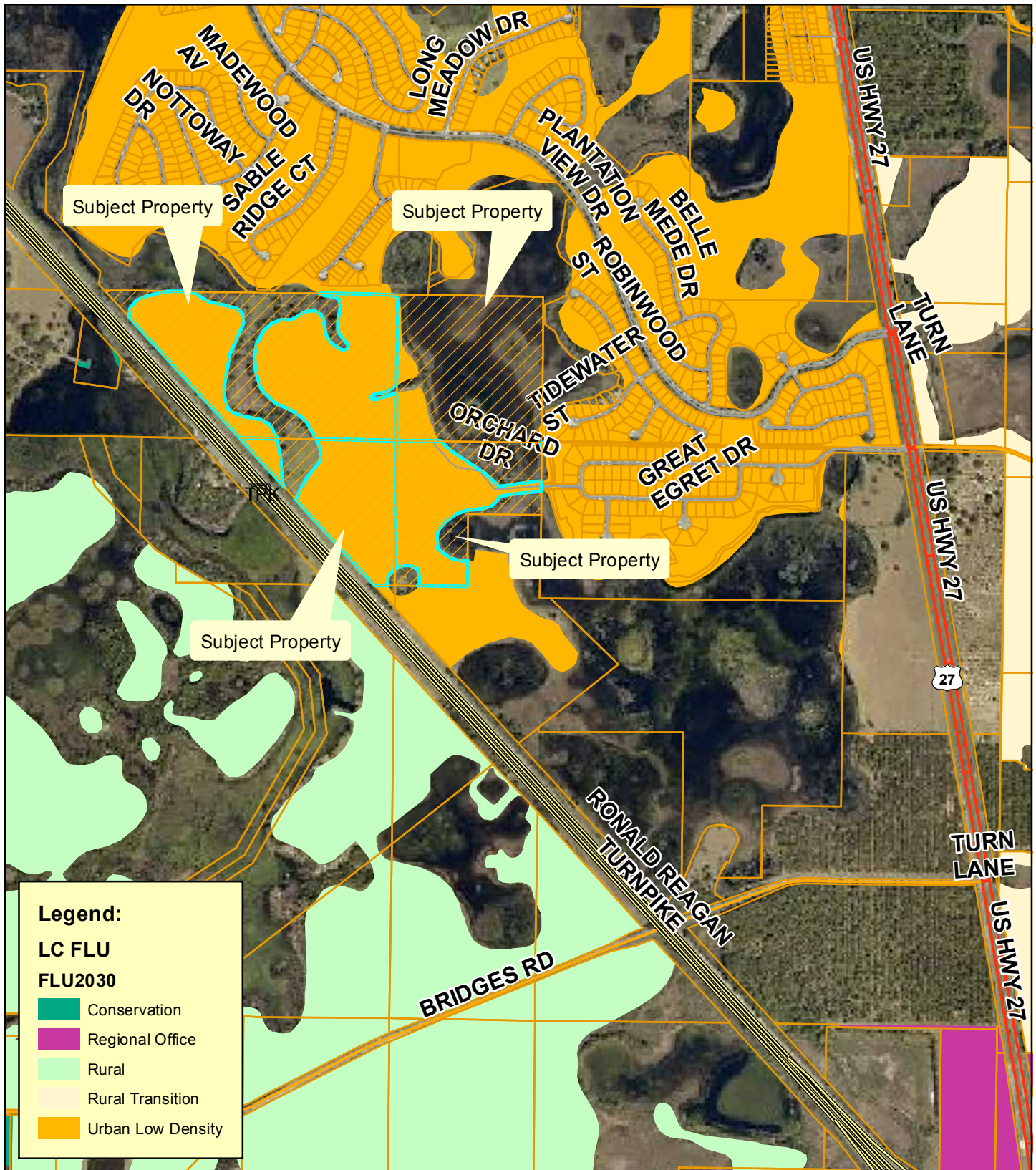


**Planning
& Zoning
Division**

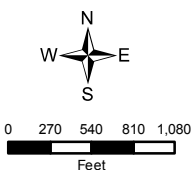


ANNX-20-134, LSCP-20-135, PUD-20-136
 Whitmarsh Phase II and Phase III
 AK#s: 3807722, 1062349, 1035538, 1035571
 Sections 01 & 02, Township 21 South, Range 24 East and
 Sections 35 & 36, Township 20 South, Range 24 East
 June 15, 2020

Lake County Future Land Use



**Planning
& Zoning
Division**

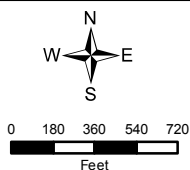


ANNX-20-134, LSCP-20-135, PUD-20-136
 Whitmarsh Phase II and Phase III
 AK#s: 3807722, 1062349, 1035538, 1035571
 Sections 01 & 02, Township 21 South, Range 24 East and
 Sections 35 & 36, Township 20 South, Range 24 East
 June 15, 2020

Surrounding Land Uses

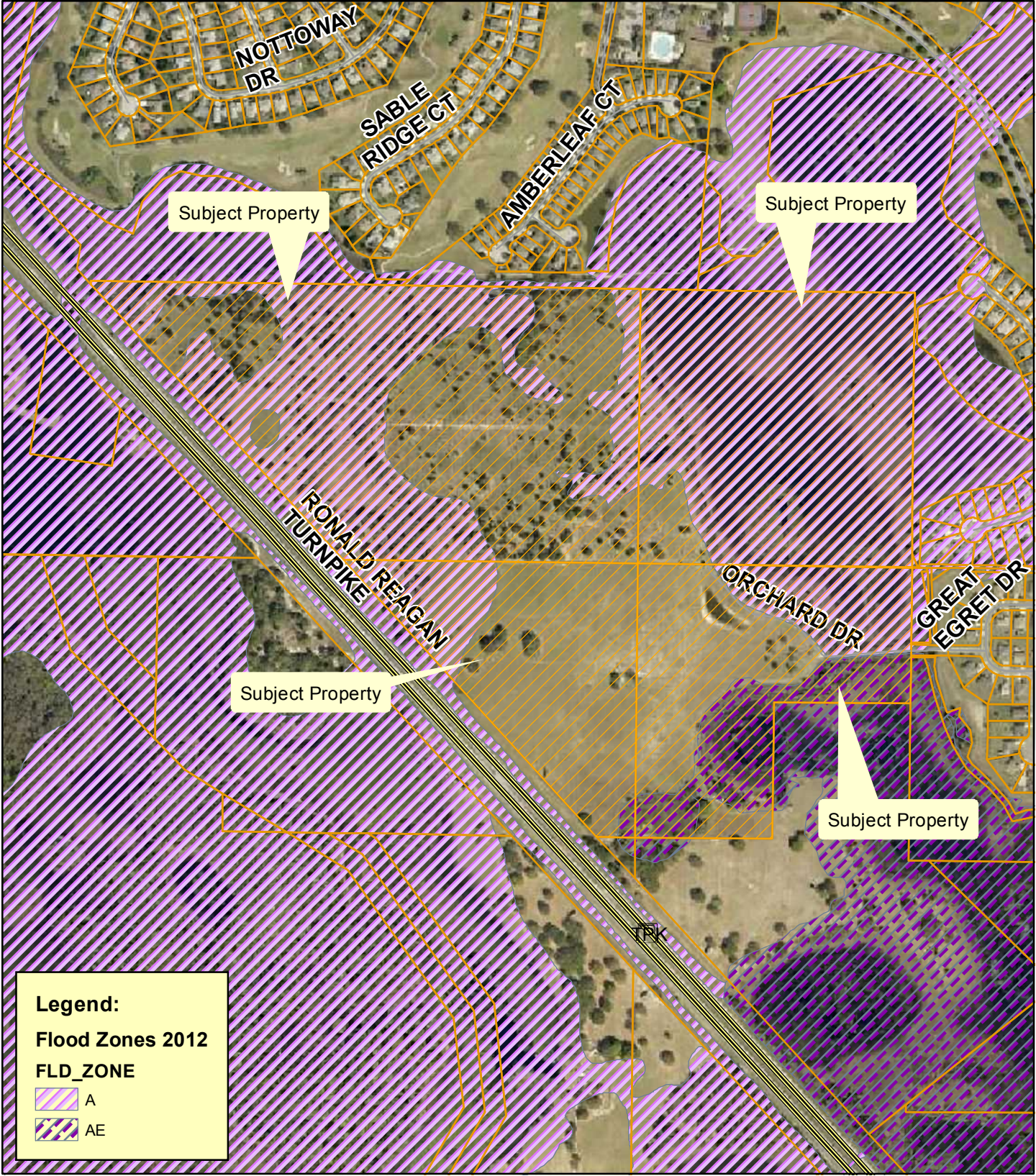


**Planning
& Zoning
Division**

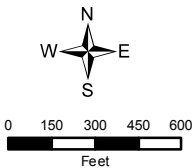


ANNX-20-134, LSCP-20-135, PUD-20-136
Whitemarsh Phase II and Phase III
AK#s: 3807722, 1062349, 1035538, 1035571
Sections 01 & 02, Township 21 South, Range 24 East and
Sections 35 & 36, Township 20 South, Range 24 East
June 15, 2020

Flood Zones

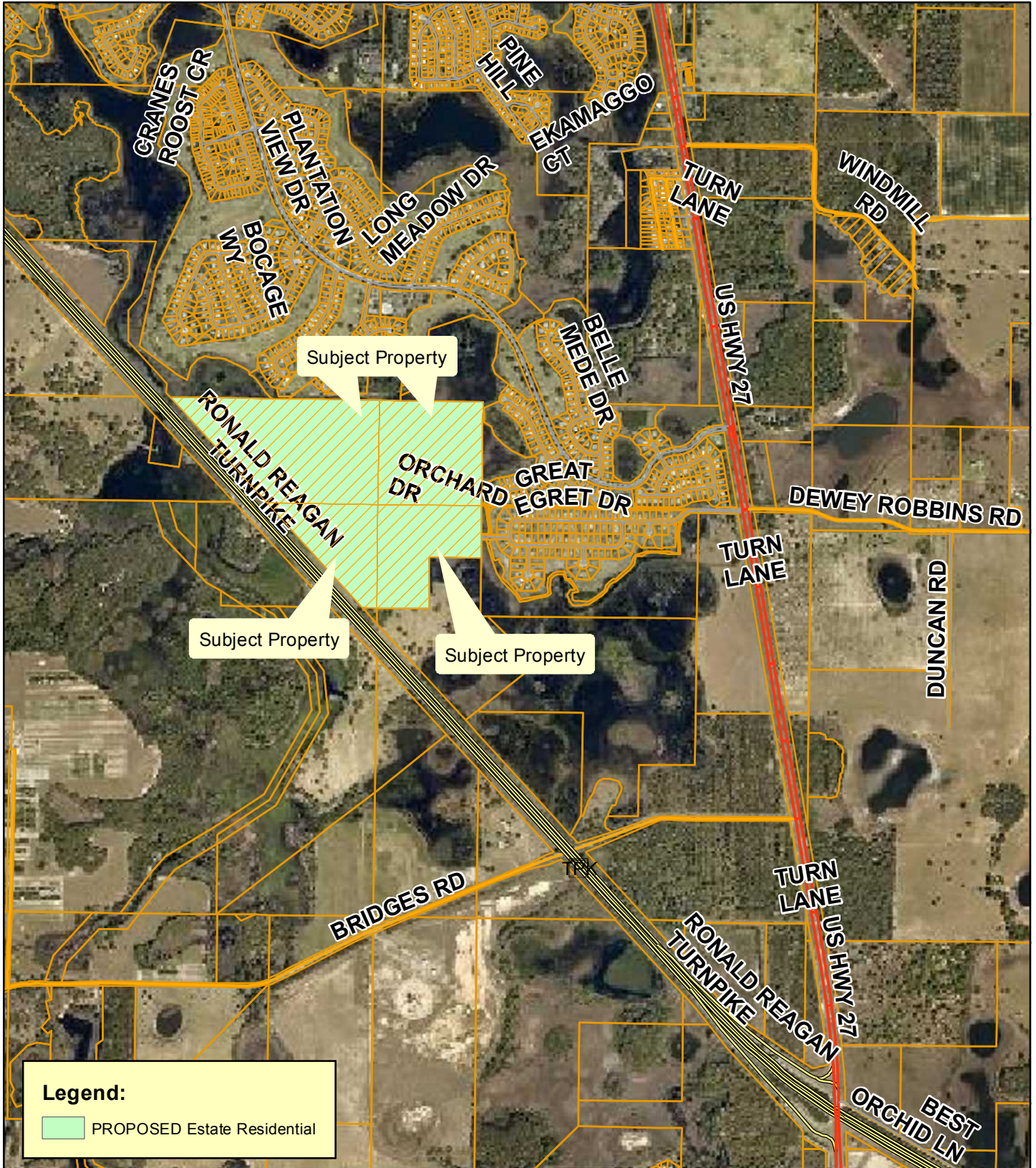


**Planning
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Division**

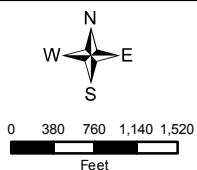


ANNX-20-134, LSCP-20-135, PUD-20-136
Whitemarsh Phase II and Phase III
AK#s: 3807722, 1062349, 1035538, 1035571
Sections 01 & 02, Township 21 South, Range 24 East and
Sections 35 & 36, Township 20 South, Range 24 East
June 15, 2020

PROPOSED FUTURE LAND USE



**Planning
& Zoning
Division**



ANNX-20-134, LSCP-20-135, PUD-20-136
Whitemarsh Phase II and Phase III
AK#s: 3807722, 1062349, 1035538, 1035571
Sections 01 & 02, Township 21 South, Range 24 East and
Sections 35 & 36, Township 20 South, Range 24 East
June 15, 2020



DRAFT SUMMARY MINUTES OF THE REGULAR MEETING
OF THE PLANNING COMMISSION
VENETIAN CENTER
THURSDAY, AUGUST 20TH, 2020 - 4:30 P.M.

The Planning Commission of the City of Leesburg held its regular meeting Thursday, August 20th, 2020, at Venetian Center.

Chairman Ted Bowersox called the meeting to order at 4:30 p.m.

The following Commission members were present:

Ted Bowersox – Chairman
Clell Coleman – Vic Chairman
John O’Kelley
Michael Fitzpatrick
Alfred Haliday
Chris Wood

The following Commission members were absent:

Frazier Marshall
Ze’Shieca Carter

City staff in attendance included Dan Miller, Planning & Zoning Manager, Kandi Harper, Senior Planner, Dianne Pacewicz, Planner, Careylee Murray, Planner, Sabrina Mitchell, Administrative Assistant II and City Attorney Fred Morrison was also present.

The meeting opened with an invocation given by Chairman Bowersox, followed by the Pledge of Allegiance to the Flag.

Dan Miller informed the audience of the rules of participation and the need to sign the speaker’s registry. He also informed Commissioners and the audience that the City Commission meeting dates are tentatively scheduled.

Dianne Pacewicz swore in staff as well as anyone in the audience wishing to speak.

Chairman Bowersox called for the next case under new business be brought forward.

1) PUBLIC HEARING CASE # LSCP-20-135 – WHITEMARSH PHASE II AND PHASE III – LARGE SCALE COMPREHENSIVE PLAN AMENDMENT

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 158 +/- ACRES FROM LAKE COUNTY URBAN LOW DENSITY TO CITY OF LEESBURG ESTATE RESIDENTIAL FOR A PROPERTY GENERALLY LOCATED WEST OF U.S. HIGHWAY 27, NORTH OF BRIDGES ROAD AND EAST OF FLORIDA'S TURNPIKE AS LEGALLY DESCRIBED IN SECTIONS 01 AND 02, TOWNSHIP 21 SOUTH, RANGE 24 EAST, AND SECTIONS 35 AND 36 TOWNSHIP 20 SOUTH, RANGE 24 SOUTH, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. **(CITY COMMISSION DATES ARE TENTATIVELY SCHEDULED FOR FIRST READING ON MONDAY, OCTOBER 12, 2020 AND SECOND READING ON MONDAY, JANUARY 11, 2021)**
(Whitemarsh PH II & III)

Dan Miller introduced case number LSCP-20-135 – Whitemarsh Phase II and Phase III – Large Scale Comprehensive Plan Amendment and case number PUD-20-136 - Planned Unit Development into the record and entered the exhibits into the record with maps and photo exhibits including aerial, zoning, future and surrounding land use, wetlands/flood zone maps, CRA maps, staff summary, departmental review summary, and staff recommendations.

Mr. Miller gave a background of the subject property, location and current zoning. Mr. Miller explained the (PUD) Planned Unit Development, the history of the subject property and requests.

Kandi Harper utilized a power point presentation to demonstrate the area of the proposed site for both cases.

Department Review Summary: This case was sent out to all the different departments for review, no substantive comments received. Under Public responses there is a concern for possible construction on existing wetlands; wetlands protected by state of Florida per the PUD documents, loss of wildlife habitat; wildlife study required, comments on a wall that may have been promised by a previous developer; because the Whitemarsh I property is in Lake County, we have no jurisdiction in this matter.

Mr. Miller read into the record some minor changes and clarifications to the PUD document prior to the vote. Minor change - Section 3.B.2 Prohibited uses, remove the word condominiums; (this is a form of ownership), Clarification of Section 6.A. Landscaping. The intent of the wording there is to require a fence along property having lots, not property that is undeveloped. Also, a clarification of Section 7 Site Access and Signage, and Section 8 Transportation Improvements, it is the intent of the document to require roadways within this project, Phase II and III to be constructed to city standards, and that FDOT control the need for any improvements at the intersection of Great Egret Drive and U.S. 27. It is not the intent of this document to require improvements within the Phase I of Whitemarsh.

Mr. Miller stated staff is recommending approval of these cases.

Greg Belliveau with LPG of Mt. Dora gave a detailed presentation of the subject property, explained the Plantation development order, property access, covenants within deeds Phase I, annexation, future land use, and PUD; reduce impacts, environmental analysis, sign off letter ;sand skink evaluation (cleared), shrub jays; no impact in a negative way; (signed off); gopher tortoises; take care of them proper way; next phase, prior to construction, endangered species, buffers, road; (permitted) allowed.

Citizens' concerns were based on traffic light; Mr. Miller replied that a traffic study would have to be done, environmental impact; panthers, Mr. Miller stated he would have the applicant respond to that question, fence (North side) concern; Mr. Miller replied anywhere there are lots to lots fence (required) on Whitemarsh side., type of fence; Mr. Miller replied it would be a physical fence made of PVC or some material, concern regarding transparency of the information shown; Mr. Miller replied all of the information is available, also if you live within 200' of the boundaries you will get a letter, sign concern; Mr. Miller replied the requirement is one sign at the roadway, environmental studies done, traffic change, impact on children, and pets, wetlands, Florida sandhill cranes, lift stations; improvements, water bills, developments, and flood plain levels (rise).

Greg Belliveau gave a presentation to address comments from citizens with exhibits for the record, regarding development, cranes; (no negative impact), conservation easement, shrub jays (can't touch) 100-year floods (address), St. John's permit; (follow rules), lift station (upgrade), pumps, fence; (along the North side), traffic; (go through Phase II and III), impact reduced through PUD; even under current County destination, and Plantation pod; (North), Villa pod with 40' lots; (not a single family pod), and abide by all St. John's and environmental rules.

Citizens' wanted additional information concerning; Orchard Drive that leads into the pasture pre-dates any construction in that area or plans for construction, Orchard Drive; (access), not built for development, plans for Whitemarsh II and III; (locations not to be disclosed), road built with development; Greg Belliveau replied there was a grove road there; (permits) due to the initial impacts to the wetlands, and plaque lined up that stub out to the old grove road, aials sent out, fence concern; (Whitemarsh I), Greg Belliveau

explained the development master plan for further clarification of the fence concern, entrance problem, walkway (cracked), and road collapse.

Greg Belliveau replied hopefully road was built with County specs (accepted) road systems; (not collapse), County maintenance; (contact County to keep it up and maintain road), traffic study; (impacts to entrance), not a traffic light; (not warranted), access; (back property), Dilly Marshland in the way of units; (protect wetlands); Greg Belliveau replied we have to go through permitting, find upland systems, and mitigate for any wetland impacts, Phase I development; (borders), Riverside and Brenton common borders with Whitemarsh, bushes not well maintained, security, residence responsible for maintaining bushes; Greg Beliveau we can address our phase and not previous phases, information of types of homes; (low income housing); Greg Beliveau replied it's not low income housing.

Chairman Bowersox stated if the Commissioners had any questions or discussion.

Commissioner Fitzpatrick expressed concern regarding full state environmental gambit, sandhill cranes; Greg Beliveau replied that's correct and stated if there are nesting there and we will identify where they are nesting; how many acres (impacted) acres preserving as (wetlands); Greg Beliveau replied 66 acres of wetlands, also setting aside 27 acres of uplands out of the almost 160 acres; preserving a good bit of property, prior use grove; (current approved pasture); impacted agriculture,

Commissioner O'Kelley expressed concern earlier deeds in Phase I there was a stipulation future Phase II or III using the entrance coming into the subdivision now; Greg Beliveau replied client informed him there was a covenant of annexation on some documents when the first phase was done when it was annexable, not automatic City has an option to annex it in.

Chairman Bowersox closes the discussion and entertained a motion, then the voting took place.

Commissioner Fitzpatrick made a MOTION for APPROVAL of case # LSCP-20-135 – WHITEMARSH PHASE II AND PHASE III – LARGE SCALE COMPREHENSIVE PLAND AMENDMENT Commissioner Wood SECONDED the MOTION which CARRIED UNANIMOUSLY by a vote of 5- 0.

2) PUBLIC HEARING CASE # PUD-20-136 – WHITEMARSH PHASE II AND PHASE III – PLANNED UNIT DEVELOPMENT

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE ZONING ON APPROXIMATELY 158 +/- ACRES FROM LAKE COUNTY A (AGRICULTURE) TO CITY OF LEESBURG PUD (PLANNED UNIT DEVELOPMENT) TO ALLOW FOR SINGLE FAMILY RESIDENTIAL DEVELOPMENT FOR A PROPERTY GENERALLY LOCATED WEST OF U.S. HIGHWAY 27, NORTH OF BRIDGES ROAD

EAST OF FLORIDA'S TURNPIKE AS LEGALLY DESCRIBED IN SECTIONS 01 AND 02, TOWNSHIP 21 SOUTH, RANGE 24 EAST, AND SECTIONS 35 AND 36 TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. **(CITY COMMISSION DATES ARE TENTATIVELY SCHEDULED FOR FIRST READING ON MONDAY, OCTOBER 12, 2020 AND SECOND READING ON MONDAY, JANUARY 11, 2021)** (Whitemarsh PH II & III)

Commissioner Fitzpatrick made a MOTION for APPROVAL of case # PUD-20-136 – WHITEMARSH PHASE II AND PHASE III – PLANNED UNIT DEVELOPMENT Commissioner Wood SECONDED the MOTION which CARRIED UNANIMOUSLY by a vote of 5- 0.

Mr. Miller read into the record the tentative dates for the City Commission meeting at that time all that information will be sent to the State for their required review and then will come back Monday, January 11 those dates do sometimes change based on scheduling.

DISCUSSION

None

ANNOUNCEMENTS

Chairman Bowersox announced he was very proud of the Commission on the last meeting.

Dan Miller announced September 24 promises to be an interesting meeting at well.

Commissioner O'Kelley expressed concern regarding total number of units on the Silver Lake Project; Mr. Miller replied 273.

Chairman Bowersox stated just for more information Silver Lake, Radio Road, and 44. Mr. Miller replied Hwy 44 directly North of the lots that are adjacent to the North side of Silver Lake; total acres 83.75.

ADJOURNMENT

Approximately 5:41 p.m.

Ted W. Bowersox, Chairman

Sabrina Mitchell, Administrative Assistant II

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.D.

Meeting Date: November 9, 2020

From: Dan Miller, (Planning and Zoning Manager)

Subject: An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 158 acres from Lake County A (Agriculture) to City of Leesburg PUD (Planned Unit Development), to allow for single family residential development for a property generally located west of U.S. highway 27, north of Bridges road and east of Florida's Turnpike, as legally described in Sections 01 and 02, Township 21 South, Range 24 East, and Sections 35 and 36, Township 20 South, Range 24 East, Lake County, Florida; and providing and effective date. (Whitemarsh PH II & III) PUD

Staff Recommendation:

The Planning staff and Planning Commission recommend approval to rezone approximately 158 acres from Lake County A (Agriculture) to City of Leesburg PUD (Planned Unit Development).

Analysis:

The project site is approximately 158 +/- acres. The property is generally located west of U.S. Highway 27, north of Bridges Road, and east of Florida's Turnpike, as shown on the attached General Location Map. Presently, the property is zoned Lake County A (Agriculture). The current use of the property is vacant and undeveloped. The proposal is for a single-family residential subdivision.

Surrounding the property are the zoning designations Lake County A and Lake County and PUD (Planned Unit Development). The existing land uses surrounding the property are residential, agricultural, and public lands. City of Leesburg utilities are available nearby.

The Planning Commission held a public hearing on the application on August 20, 2020 and by a vote of 5 to 0, recommended approval.

Procurement Analysis:

Options:

1. Approve the proposed rezoning to PUD (Planned Unit Development); or
2. Other such action as the Commission may deem appropriate.

Fiscal Impact:

Should the property be developed, a significant fiscal impact is expected in the form of ad valorem taxes plus utility service charges.

Submission Date and Time: 11/3/2020 2:37:41 PM

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE ZONING ON APPROXIMATELY 158 ACRES FROM LAKE COUNTY A (AGRICULTURE) TO CITY OF LEESBURG PUD (PLANNED UNIT DEVELOPMENT), TO ALLOW FOR SINGLE FAMILY RESIDENTIAL DEVELOPMENT FOR A PROPERTY GENERALLY LOCATED WEST OF U.S. HIGHWAY 27, NORTH OF BRIDGES ROAD AND EAST OF FLORIDA'S TURNPIKE, AS LEGALLY DESCRIBED IN SECTIONS 01 AND 02, TOWNSHIP 21 SOUTH, RANGE 24 EAST, AND SECTIONS 35 AND 36, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AND EFFECTIVE DATE. (WHITEMARSH PH II & III) PUD

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

Section 1.

Based upon the petition of David Strong, Manager for Lakeco Partners, LTD, (Greg Beliveau, Agent) the petitioner of the property hereinafter described, which petition has heretofore been approved by the City Commission of the City of Leesburg Florida, pursuant to the provisions of the Laws of Florida, the said property located in Lake County, Florida, is hereby rezoned from Lake County A (Agriculture) to City PUD (Planned Unit Development), to-wit:

(Legal Description)
(See Exhibit B)

Section 2.

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

PASSED AND ADOPTED at the regular meeting of the City Commission of the City of Leesburg, Florida, held on the _____ day of _____ 2020.

THE CITY OF LEESBURG

Mayor

ATTEST:

City Clerk

**WHITEMARSH II & III
PLANNED UNIT DEVELOPMENT CONDITIONS**

August 20, 2020

These Planned Unit Development Conditions for a PUD (Planned Unit Development) zoning district are granted by the City of Leesburg Planning Commission, Lake County, Florida to **Lakeco Partners, LTD., 1201 South Orlando Avenue, Suite 203, Winter Park, Florida, 32789**, (Greg Beliveau, Land Planning Group, 1162 Camp Avenue, Mt. Dora, Florida 34757 Petitioner), "Permittee" for the purposes described herein, and subject to the terms and conditions as set forth in this document, pursuant to authority contained in Chapter 25 "Zoning", Section 25-278 "Planned Unit Development" of the City of Leesburg Code of Ordinances, as amended.

BACKGROUND

The "Permittee" is requesting approval for a proposed Planned Unit Development (PUD) zoning district to allow future construction of a proposed mixed-use residential development consisting of a maximum of 249 single family detached and 48 attached residential units on approximately 158 acres, generally located west of U.S. Highway 27 and Great Egret Drive, and north of Bridges Road, on a site within the City of Leesburg in accordance with their PUD application and supplemental information.

PURPOSE

The purpose of this document is to provide appropriate zoning standards for a high-quality built environment through the application of flexible and diversified land development requirements, which shall be implemented in conjunction with a master site development plan and the City of Leesburg Code of Ordinances, therefore allowing for more efficient and optimal use of the subject property, and to increase the overall economic opportunity and employment base of Leesburg, Florida.

CONDITIONS

The following conditions shall apply to the development proposed herein. If any instance where the conditions of this document may conflict with the City of Leesburg Code of Ordinances, this document shall prevail as the determining requirement.

1. **PERMISSION** is hereby granted to **Lake Co Partners, LTD., 1201 South Orlando Avenue, Suite 203, Winter Park, Florida, 32789**, (Greg Beliveau, Land Planning Group, 1162 Camp Avenue, Mt. Dora, Florida 34757 Petitioner), to construct, operate, and maintain a Planned Unit Development in and on real property in the City of Leesburg, in accordance with the requirements set forth herein. The property is more particularly described below.
2. **LEGAL DESCRIPTION**
See attached **Exhibit B, Legal Description**.

3. LAND USE

The above-described property, containing approximately 158 acres, shall be used for platted single-family residential development, pursuant to City of Leesburg development codes and standards.

A. Permitted Uses

1. Detached single family residential units
2. Attached single family residential units (townhouses)
3. Accessory structures for residential uses
4. Sales office in a single-family unit
5. Accessory retail within a recreation center or clubhouse, intended for the primary use of residents, such as a snack bar.
6. Temporary modular sales center office (during construction and sales of new units) not to exceed one year, and construction office not to exceed two years from the approval of the final plat of the final phase for the subdivision. Model homes may be used as sales centers during the duration of the project.

B. Prohibited Uses

1. Condominium units
2. Multi-family units (Apartments)
3. Commercial uses (as a primary use)
4. All other uses not specifically permitted within these conditions under Permitted Uses above shall be prohibited.

4. DEVELOPMENT STANDARDS

A. The project shall contain a maximum of 234+/- single family detached residential units, and 63 single family attached residential units at a gross density not to exceed 1.9 units per acre on the approximately 158-acre site, as shown on **Exhibit C, Master Development Plan**.

B. Lot sizes for the single family detached shall be varied, to include 50, 60- and 70-foot widths. Table 1 allows for a mix of lot sizes, shows required minimums and maximums permitted of each lot size. The mix of lot sizes may change as long as it remains consistent with the requirements for minimum width and depth and location requirements in paragraph C below.

Table 1

Lot Size	50 feet	60 feet	70 feet
Minimum Required	0	25*	25*
Maximum Permitted	199	249	249

(may be higher upon final design, subject to meeting minimum requirements for being adjacent to existing neighboring single family residential developments.)*

- C. Lots along the northern most property boundary, bordering the Plantation subdivision, shall have a minimum lot width shall be 70 feet, as shown on the Master Development Plan.
- D. Along each street, homes with the same architectural design shall not be immediately adjacent (side by side) or directly across from a lot with the same design. Facades may be varied to meet this requirement. The maximum impervious surface for the project shall be 70%. Community and private swimming pools shall not count toward the impervious surface calculation.
- E. The minimum lot development standards shall be:
 - 1. For 50-foot lots:
 - a. 50 foot lots shall not be located directly adjacent to the 25-foot property buffer on the northern most boundary.
 - b. Minimum house size: 1,200 square feet.
 - c. Each additional bedroom added to the above minimum house size shall be a minimum of 120 square feet.
 - d. Minimum lot size shall be 5,750 square feet.
 - e. Minimum width 50 feet
 - f. Minimum depth 115 feet
 - g. Minimum building setbacks:
 - Front – 20 feet;
 - Rear – 18 feet;
 - Side – 5 feet;
 - Corner Side – 15 feet; and
 - Porch – 14 feet (porch must be a minimum width of 6 feet).
 - 2. For 60-foot lots:
 - a. 60 foot lots shall be permitted on the interior to the subdivision, not directly adjacent to the 25-foot property buffer on the northern most boundary.
 - b. Minimum house size: 1,400 square feet.
 - c. Each additional bedroom to the above the minimum house size shall be a minimum of 120 square feet.
 - d. Minimum lot size shall be 6900 square feet.
 - e. Minimum width 60 feet
 - f. Minimum depth 115 feet
 - g. Minimum building setbacks:
 - Front – 20 feet;
 - Rear – 18 feet;
 - Side – 5 feet;
 - Corner Side – 15 feet.
 - Porch – 14 feet (porch must be a minimum width of 6 feet).

3. For 70-foot lots:
 - a. Minimum house size: 1,600 square feet.
 - b. Each additional bedroom added to the above minimum house size shall be a minimum of 120 square feet.
 - c. Minimum lot size shall be 8050 square feet.
 - d. Minimum width 70 feet
 - e. Minimum depth 115 feet
 - f. Minimum building setbacks:
Front – 20 feet;
Rear – 18 feet;
Side – 5 feet;
Corner Side – 15 feet.
Porch – 14 feet (porch must be a minimum width of 6 feet).
4. For all structures:
 - a. Each residential structure shall have a minimum two car garage.
 - b. Minimum distance between structures shall be 10 feet; measured from building wall to building wall, and the roof overhang shall not exceed forty (40) percent of the distance between the building wall and the property line.
 - c. Maximum building height: two (2) stories or 35 feet.
 - d. Accessory structures shall have a minimum rear and side setback of five (5) feet and single accessory structures that are not attached to the principal structure shall not occupy more than 30 percent of the required rear yard.
 - e. Attached screened enclosures (no solid roof) must maintain a minimum setback of five (5) feet from the side and rear property line. Attached swimming pool screened enclosure shall also maintain a minimum setback of five (5) feet from the side or rear property lines.
 - f. Solid roof structures attached to the residence must meet the required rear setback as noted under “Minimum building setbacks.”
 - g. As part of the site plan approval process, city staff shall review final site design standards in accordance with the approved PUD (Planned Unit Development) zoning conditions set forth herein.

5. DESIGN/ARCHITECTURAL STANDARDS

- A. All buildings shall utilize at least three of the following design features to provide visual relief along all elevations of the single-family units. Designs may vary throughout the development.
 - 1) Dormers
 - 2) Gables
 - 3) Recessed or raised entries
 - 4) Covered porch entries
 - 5) Cupolas
 - 6) Pillars or decorative posts
 - 7) Bay window (minimum 12-inch projections)
 - 8) Eaves (minimum 6-inch projections)

- 9) Front windows with arched glass tops and minimum 4-inch trim.
 - 10) Garage vehicle doors shall incorporate the following elements: raised decorative panels, decorative glass panels or panes, decorative hinges, etc.
 - 11) Front doors shall incorporate the following decorative elements: raised decorative panels, decorative glass panels or panes, decorative handles, etc.
 - 12) Stone accents
 - 13) Shutters
 - 14) Board and batten siding
 - 15) Hardy board siding
 - 16) Raised banding
 - 17) Craftsman style garage doors
- B. Exterior building materials contribute significantly to the visual impact of a building on the community. These materials shall be well designed and integrated into a comprehensive design style for the project. The total exterior wall area of each building elevation shall be composed of one of the following:
- 1) At least thirty-five percent (35%) full-width brick or stone (not including window and door areas and related trim areas), with the balance being any type of lap siding and/or stucco.
 - 2) At least thirty percent (30%) full-width brick or stone, with the balance being stucco and/or a “cementitious” lap siding. (A “cementitious” lap siding product is defined as a manufactured strip siding composed of cement-based materials rather than wood fiber-based or plastic-based materials. For example, Masonite or vinyl lap siding would not be allowed under this option.).
 - 3) All textured stucco, provided there are unique design features such as recessed garages, tile or metal roofs, arched windows, porches, etc. in the elevations of the buildings or the buildings are all brick stucco. Unique design features shall be reviewed by the Community Development Director for compliance.
- C. Other similar design variations meeting the intent of this section may be approved by the Community Development Director or designee.
- D. The architectural styles and facades shall be reviewed by staff prior to submission of the site plan, and shall meet the criteria stated herein.

6. **LANDSCAPING & BUFFER REQUIREMENTS**

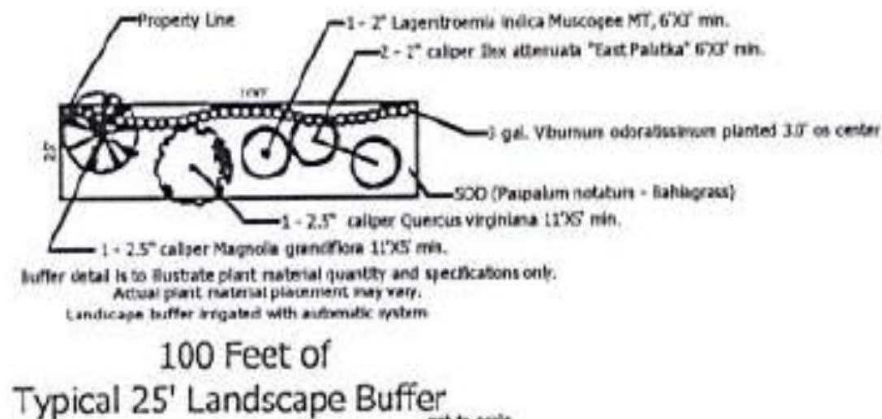
- A. A minimum twenty-five (25) foot buffer tract with plantings as shown in Figure A below, shall be provided along the entire boundary of the property, unless otherwise provided for within these standards.
- B. A six (6) foot high privacy fence shall be provided at the rear lot line of all lots located on the northern most boundary of the property, as shown on the Master Development Plan. This fence shall be constructed of PVC, or other such synthetic material that allows for an opaque barrier. This fence shall be constructed on the rear property line of each individual lot, leaving the required 25 foot buffer for landscaping as required herein.

- C. Land uses allowed within the upland buffers are limited to hiking trails, walkways, passive recreation activities and stormwater facilities as permitted by St. Johns River Water Management District.
- D. All landscaping and buffering shall be in accordance with regulations contained within the City of Leesburg Code of Ordinances, Section 25-329, and at a minimum shall contain the following plantings as noted in Figures A and B below:

Figure A

Canopy Trees (per 100 l.f.)	2 per 100 linear ft
Tree CAL/Height	2" cal, 12' overall height
Optional Ornamental Trees (per 100 l.f.)	3 per 100 linear ft
Tree CAL/Height	2" cal, 7' overall height
Shrub Screen (per 100 l.f.)	
Square Ft. of Shrubs	(33) 3 gal plants, 18"—24" minimum at installation (depending on species); hedges to be 36"—42" high by thirty-six (36) inches wide hedge or continuous landscape screen with a ninety (90) percent opacity within one (1) year of planting
Container size	3 gal

Figure B



- E. Variations to the landscape requirements of the code may be approved by the Community Development Director or designee, as long as the intent of the PUD and the Landscaping Code are maintained, including consideration of existing fencing on adjacent properties and existing natural vegetative buffers.
- F. The surveying of trees on the property shall be conducted as follows:
- 1) All specimen, heritage and historic trees shall be surveyed. Staff will review the tree survey and such trees shall be saved where possible during the site

plan review process. This may include amending the site plan to save specimen, heritage and historic trees.

- 2) Site areas that are to preserve existing trees do not need to be included in the survey unless the trees are to be used in preservation/replacement requirements.
- 3) Tree sample plots shall be located and trees identified by a registered landscape architect, certified arborist, or certified forester or licensed surveyor

7. SITE ACCESS AND SIGNAGE

- A. Access locations depicted on the Master Development Plan are conceptual and subject to Lake County approval. Actual location and design of the roads shall be determined at the site plan review process and shall include consideration of, and connection to, sidewalks, recreation paths, etc. All other access shall be reviewed for necessity and requirements through Lake County and the City of Leesburg development and permitting processes. Any additional access points shall be subject site plan application review process.
 - 1) Adequate right of way along the access point shall be required to ensure adequate roadway paving and access.
 - 2) Prior to completion of the subdivision design plans, the developer shall work with the Lake County Department of Public Works to ensure all appropriate required roadway and access improvements for the development are made part of the plans submitted to the City of Leesburg.
 - 3) The Master Development Plan, and the access points proposed thereon, are considered conceptual until the appropriate engineering and site plan reviews, along with any required upgrades are completed for the project.
- B. All access points are subject to review and approval by the appropriate permitting agency, including FDOT, Lake-Sumter Metropolitan Planning Organization, Lake County and the City of Leesburg as applicable. The developer shall be responsible for on and offsite improvements required as a result of any access points. The developer shall be responsible for all on and offsite improvements required as a result of any access points.
- C. The access point to this phase shall provide a decorative entry feature to include a concrete, brick or stucco wall at least five (5) feet in height, on each side of the entryway. This may be used for signage per City of Leesburg Code of Ordinances, as amended.
- D. Alternative designs for the ground enclosure support and bases of entry signage may be approved by the Community Development Director or designee, where the architectural style would be in keeping with the intent of these sign regulations.

8. TRANSPORTATION IMPROVEMENTS

- A. Any transportation improvements or rights-of-way that may be required shall be based on projected needs and shall be contingent upon site plan approval by City staff during the development review and permitting process. The plan review process shall include consideration of sidewalks, recreation paths etc.

- B. A traffic/transportation study shall be submitted prior to site plan approval for review and determination of any necessary access improvements, including any off-site improvements required by Lake County, the Lake-Sumter MPO or the City of Leesburg. Said improvements will be the responsibility of the Permittee.
- C. The Permittee shall provide necessary traffic improvements within and adjacent to the development as required by Lake County, the Lake-Sumter MPO and City of Leesburg.
- D. All roads within the development shall be designed and constructed to meet the City of Leesburg requirements.
- E. The Permittee shall be responsible for obtaining all necessary Lake County permits and a copy of all permits shall be provided to the City of Leesburg.
- F. The City of Leesburg will not be responsible for the maintenance or repair of any of the roads or transportation improvements. The Permittee shall establish an appropriate legal entity that will be responsible to pay the cost and perform the services to maintain the roads and transportation improvements. Should the Permittee desire to dedicate the proposed project's internal road system to the City of Leesburg; the City, at its discretion, may accept or not accept the road system. Prior to acceptance, the Permittee shall demonstrate to the City that the road system is in suitable condition and meets City of Leesburg requirements. As a condition of accepting the roadway system the City may create a special taxing district or make other lawful provisions to assess the cost of maintenance of the system to the residents of the project, and may require bonds or other financial assurance of maintenance for some period of time.
- G. Sidewalks shall be provided on both sides of the entrance road and shall provide cross connections to all recreation and residential areas. Internal road rights-of-ways shall be of sufficient width to contain one sidewalk. All sidewalks shall be constructed in accordance with City of Leesburg Codes.

9. UTILITIES

Prior to receiving final development approval, the Permittee shall submit a stormwater management plan and utility plan acceptable to the City of Leesburg. Water, wastewater and natural gas services will be provided by the City of Leesburg. Prior to any clearing, grubbing, or disturbance of natural vegetation in any phase of the development, the Permittee shall provide:

- A. A detailed site plan that indicates all the provisions for electric, water, sewer, and/or natural gas in accordance with the City of Leesburg Land Development Codes.
- B. Developer shall bear all responsibility, financial and otherwise, for the construction and installation of all utility infrastructure and other improvements related to the use and development of the property, including such off-site improvements

required by the City and all other appropriate government agencies. All such requirements shall be constructed to the applicable specifications imposed by the ordinances and regulations of the City in effect at the time of construction.

- C. Developer shall be responsible for the installation of a natural gas water heater and natural gas furnace in eighty percent (80%) of all homes in the development.
- D. The City of Leesburg intends to service the property with water and wastewater services at this time. At the time of connection, all regulations in place at the time of the request shall be required, including but not limited to impact fees, connection and utility service deposit charges. The cost of supplying water and wastewater lines and other necessary infrastructure such as lift stations to the development shall be the responsibility of the applicant.

10. STORMWATER/DRAINAGE MANAGEMENT

All drainage shall be designed and constructed in a manner to meet all State of Florida and City of Leesburg codes, including the requirement that all stormwater runoff is contained within the boundaries of the properties, and does not create a detriment to surrounding properties. Prior to receiving final development approval, the Permittee shall submit a stormwater management plan and utility plan acceptable to the City of Leesburg. Prior to any clearing, grubbing, or disturbance of natural vegetation in any phase of the development, the Permittee shall provide:

- A. A detailed site plan that demonstrates no direct discharge of stormwater runoff generated by the development into any wetlands or onto adjacent properties.
- B. A stormwater management system designed and implemented to meet all applicable St. Johns River Water Management District and City of Leesburg requirements.
- C. A responsible legal entity for the maintenance of the stormwater management system on the plat prior to the approval of the final plat of record. A homeowner's association is an acceptable maintenance entity.
- D. The existing 100-year flood plain shown shall be shown on all plans and lots.
- E. The appropriate documentation that any flood hazard boundary has been amended in accordance with Federal Emergency Management Agency requirements, if the 100-year flood plain is altered and /or a new 100-year flood elevation is established in reference to the applicable flood insurance rate map.
- F. A copy of the Management and Storage of Surface Waters permit obtained from St. Johns River Water Management District shall be provided to the City during the site plan review process.
- G. Should the Permittee desire to dedicate the proposed project's stormwater management system to the City of Leesburg; the City, at its discretion, may accept or not accept the stormwater management system. Prior to acceptance, the

Permittee shall demonstrate to the City the stormwater management system is in a suitable condition and meets City of Leesburg and St. Johns River Water Management District requirements. As a condition of accepting the system the City may create a special taxing district or make other lawful provisions to assess the cost of maintenance of the system to the residents of the project.

11. WETLANDS, FLOOD ZONES & WILDLIFE

- A. All wetlands on the project site shall be identified by a jurisdictional wetland boundary line, and the location and extent of each wetland shall be determined by the Department of Environmental Protection, St. Johns River Water Management District and/or U.S. Army Corp of Engineers. Each wetland shall be placed on a suitable map, signed and sealed by a surveyor registered to practice in Florida and shall be submitted as part of the site plan application process.
- B. To the extent practicable, wetlands shall be placed in a conservation easement, which shall run in favor of, and be enforceable by, the St. Johns River Water Management District or another legal entity such as a homeowner's association. The conservation easement shall require that the wetlands be maintained in their natural and unaltered state. Wetlands shall not be included as a part of any platted lot, other than a lot platted as a common area, which shall be dedicated to the St. Johns River Water Management District or another legal entity such as a homeowner's association for ownership and maintenance.
- C. Buildings or structures shall be a minimum of twenty-five (25) feet from any wetland jurisdiction boundary, or as determined by the appropriate jurisdictional agency.
- D. Wetlands shall have an average upland buffer of 25 feet, with a minimum of 15 feet or the upland buffer established by St. Johns River Water Management District and/or U.S. Army Corp of Engineers; whichever is more restrictive. All upland buffers shall be naturally vegetated and upland buffers that are devoid of natural vegetation shall be re-planted with native vegetation or as required by St. Johns River Water Management District and/or U.S. Army Corp of Engineers.
- E. Land uses allowed within the upland buffers for wetlands are limited to stormwater facilities as permitted by St. Johns River Water Management District.
- F. If wetland alteration is permitted by St. Johns River Water Management District and/or U.S. Army Corp of Engineers, wetland mitigation shall be required in accordance with permit approvals from St. Johns River Water Management District or U.S. Army Corp of Engineers, whichever is more restrictive.
- G. A wildlife management plan for the project site shall be prepared based on the results of an environmental assessment of the site and any environmental permit required from applicable governmental agencies. The wildlife management plan shall be submitted to the City as part of the site plan application process.

- H. A map indicating the location of the 100-year flood plain.
- I. The appropriate documentation that any flood hazard boundary has been amended in accordance with Federal Emergency Management Agency requirements, if the 100-year flood plain is altered and/or a new 100-year flood elevation is established in reference to the applicable flood insurance rate map.
- J. There are currently FEMA flood zones located throughout the parcel. Through the site plan review process, the developer shall coordinate with the City of Leesburg, Lake County and all impacted government agencies regarding elevation determinations, compensatory storage and overall design of the subdivision within and near flood hazard boundary areas, to ensure compliance with all regulations.

12. IRRIGATION & WATER USAGE

- A. All landscaped areas shall be irrigated and designed to meet Section 25-337, Waterwise and Florida Friendly Landscaping, City of Leesburg Code of Ordinances.
- B. The use of St. Augustine grass, or other varieties of grass which require significant amounts of water are prohibited. The use of Bahia, Bermuda, Zoysia or other grasses which are more drought tolerant are permitted.

13. RECREATIONAL REQUIREMENTS

- A. Recreational development provided on the site may include active and passive uses, as well as enclosed or unenclosed recreational space, devoted to the joint use of the residents. Such recreational space shall consist of not less than 200 square feet of space per dwelling unit or 1.5 total acres, whichever is greater.
- B. Recreational requirements shall include at least one primary active recreation area, to include a swimming pool and cabana with onsite parking. Other recreation areas may include such uses as a children's playground with equipment, dog park area or gazebo. The primary recreational facility shall be constructed in conjunction with and completed no later than the completion of the first 150 residential units.
- C. Credit for recreational space shall be given for areas dedicated to recreational space, to include items such as a clubhouse with recreation room, swimming pool, outdoor cooking facilities such as grills, youth playgrounds, play courts, dog parks or other similar uses which will meet the intent of this document. Other similar uses which will meet the intent of this document may be supplied by the developer.
- D. Active recreational activity space shall be calculated at a rate of 1.25 times for activities such as, but not limited to:
 - 1) Trails, playgrounds, basketball, tennis, handball courts, etc.
 - 2) Community swimming pool, including the deck area surrounding such pools.
 - 3) Indoor recreation rooms provided such rooms are permanently maintained for the use of residents for recreational purposes.

- 4) Other active recreational activities may be used for credit, subject to approval by the City of Leesburg.

14. MAINTENANCE

- A. With the exception of any public utilities, maintenance of all site improvements, including but not limited to roadways, drives, internal sidewalks, landscaping and drainage shall be the responsibility of the property owner. A homeowner's association shall serve as an appropriate entity for all common properties within the development.

15. DEVELOPMENT PHASING & IMPLEMENTATION

- A. The proposed project may be constructed in phases in accordance with the Planned Unit Development Conditions and Conceptual Plan. Changes to the development conditions or conceptual plan, other than those conditions described in this agreement, shall be revised in accordance with the Planned Development review process, City of Leesburg Code of Ordinances.
- B. Satisfaction of substantial implementation shall be attained at such point as the developer has performed any of the following:
 - 1) Completed and received approval from the City of Leesburg for the site plan review process for one (1) phase of the approved site development plan, to include permits from regional and State of Florida agencies as required by law, and;
 - 2) Diligently pursued completion of a new roadway, or other infrastructure as shown on the approved site plan.

16. MISCELLANEOUS CONDITIONS

- A. The uses of the proposed project shall only be those uses identified in the approved Planned Unit Development Conditions. Any other proposed use must be specifically authorized in accordance with the Planned Development amendment process.
- B. No person, firm or corporation shall erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building structure, or alter the land in any manner without first submitting the necessary plans and obtaining appropriate approvals in accordance with the City of Leesburg Codes.
- C. Construction and operation of the proposed use(s) shall at all times comply with the Planned Unit Development conditions set forth herein, and with all City and other governmental agencies rules and regulations.
- D. The transfer of ownership or lease of any or all of the property described in this PUD Agreement shall include in the transfer or lease agreement, a provision that the purchaser or lessee is made good and aware of the conditions pertaining to the Planned Unit Development established and agrees to be bound by these conditions. The purchaser or lessee may request a change from the existing plans and

conditions by following the procedures as described in the City of Leesburg Land Development Code, as amended.

- E. These PUD Conditions shall inure to the benefit of, and shall constitute a covenant running with the land and the terms, conditions, and provisions hereof, and shall be binding upon the present owner and any successor, and shall be subject to each and every condition as set forth herein.

17. LEVELS OF SERVICE

A. Levels of Service

- 1) As submitted, the development resulting from the proposed zoning change may result in demands on public facilities which could exceed the current capacity of some public facilities, such as, but not limited to water, wastewater, roads, drainage, and solid waste. However, no final development order (site plan and building permits) shall be granted for proposed development until there is a finding that all public facilities and services required for the development have sufficient capacity at or above the adopted level of service (LOS) to accommodate the impacts of the development, or that improvements necessary to bring facilities up to their adopted LOS will be in place concurrent with the impacts of the development.

B. Utilities

1) Projected Capacities

- a. The City's utility planning efforts draw upon phasing, capacity and service requirements, based upon information provided by the applicant. The City develops its plans consistent with sound engineering principles, prudent fiscal practices and due regard for regulatory compliance.
- b. If the development requires construction of new distribution or collection lines, the developer shall be required to construct such facilities to provide service. The developer will bear the cost of design, permitting and construction. Any such facilities must be constructed in a fashion consistent with the City's master plans and to the City standards and specifications.

2) Commitment of Capacity

- a. There are no previous commitments of any existing or planned excess capacity for this property.

3) Ability to Provide Services

- a. At this time, the City intends to provide water, wastewater and reclaimed water services within its service area for the foreseeable future.
- b. Future development within the City of Leesburg utility service areas may impact the provision of utility services.

EXHIBIT B**LEGAL DESCRIPTION****LEGAL DESCRIPTION****Parcel 1:**

The Southwest 1/4 of the Southwest 1/4 of Section 36, Township 20 South, Range 24 East, Lake County, Florida AND The South 1/4 of Section 35, Township 20 South, Range 24 East, Lake County, Florida, lying East of Sunshine State Parkway (Florida Turnpike).

Parcel 2:

The North 1/2 of the Northwest 1/4 of the Northwest 1/4 AND the Southwest 1/4 of the Northwest 1/4 of the Northwest 1/4 of Section 1; AND that part of the North 1/2 of the Northeast 1/4 of Section 2, lying East of the East right of way of the Sunshine State Parkway (Florida Turnpike), all lying and being in Township 21 South, Range 24 East, in Lake County, Florida.





**CITY OF LEESBURG PLANNING & ZONING DIVISION
RECOMMENDATIONS**

DATE: August 20, 2020
OWNER: Lakeco Partners, LTD, David Strong, Manager
PETITIONER: Greg Beliveau, LPG Urban and Regional Planners, Inc.
PROJECT: Whitemarsh Phase I and Phase II
REQUEST: Zoning to PUD (Planned Unit Development)
CASE NO.: PUD-20-136

THE PLANNING & ZONING DIVISION RECOMMENDS:

APPROVAL of the request

for the following reason(s):

1. The proposed request is compatible with the current surrounding zoning districts of Lake County PUD (Planned Unit Development) and Lake County A (Agriculture District).
2. The proposed request is compatible with the adjacent future land use designations of Lake County Urban Low Density, Lake County Rural, and City of Leesburg Neighborhood Mixed Use.
3. The proposed future land use designation for the site is consistent with the City's Growth Management Plan, Future Land Use Element, Goal I, Objective 1.6.

Action Requested:

1. Vote to approve the recommendation to rezoning the subject property from Lake County A (Agriculture) to City of Leesburg PUD (Planned Unit Development) and forward the recommendation to the City Commission for consideration.

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

DATE: July 31, 2020
OWNER: Lakeco Partners, LTD
PETITIONER: David Strong, Manager
PROJECT: Whitmarsh Phase I and Phase II
REQUEST: Future Land Use amendment to Estate Residential and zoning to
PUD (Planned Unit Development)
CASE NO.: LSCP 20-135; PUD-20-136

GENERAL LOCATION: The property is generally located west of U.S. Highway 27,
north of Bridges Road and east of Florida's Turnpike.

FUTURE LAND USE DESIGNATION:
Lake County Urban Low Density

SURROUNDING FUTURE LAND USE DESIGNATION:
North – Lake County Urban Low Density
South – Lake County Urban Low Density
East – Lake County Urban Low Density
West – City of Leesburg Neighborhood Mixed Use; Lake County Rural

PROPOSED FUTURE LAND USE DESIGNATION: City of Leesburg Estate Residential

EXISTING ZONING DESIGNATION: Lake County A (Agriculture)

SURROUNDING ZONING DESIGNATIONS:
North – Lake County PUD (Planned Unit Development)
South – Lake County A (Agriculture)
East – Lake County PUD (Planned Unit Development)
West – Lake County A (Agriculture)

PROPOSED ZONING DESIGNATION:
PUD (Planned Unit Development)

EXISTING LAND USE: Vacant/undeveloped acreage.

SURROUNDING LAND USE:
North – Lake County Urban Low Density
South – Lake County Urban Low Density
East – Lake County Urban Low Density
West – City of Leesburg Neighborhood Mixed Use; Lake County Rural

PROPOSED LAND USE: Single Family Residential development

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

DATE: August 13, 2020
OWNER: Lakeco Partners, LTD
PETITIONER: David Strong, Manager
PROJECT: Whitemarsh Phase I and Phase II
REQUEST: Future Land Use amendment to Estate Residential and zoning to PUD (Planned Unit Development)
CASE NO.: LSCP 20-135; PUD-20-136

THE FOLLOWING COMMENTS RECEIVED FROM EACH DEPARTMENT:

POLICE

No comments received as of 8/14/20

FIRE

No comments from Fire Department. Amanda Stevenson 8/13/20

ELECTRIC

This is outside Leesburg Electric service territory. Steve Davis 8/13/20

GAS

No comments received as of 8/14/20

GIS

No comments received as of 8/14/20

BUILDING

No comments received as of 8/14/20

PUBLIC WORKS

No issues from Public Works! Clifford Kelsey 8/14/20

ADDRESSING

No comments received as of 8/14/20

ECONOMIC DEVELOPMENT

No comments received as of 8/14/20

LAKE COUNTY

No comments received as of 8/14/20

LAKE COUNTY SCHOOLS

Please find attached the Adequate Public Facilities Determination for Whitemarsh Phase 2 & 3. Thanks,

LAKE-SUMTER METROPOLITAN PLANNING ORGANIZATION (L-S mpo)

PUBLIC RESPONSES

Approval

2 approvals (both cases)

Disapproval

6 disapprovals 5 with comments.

Notice of Appearance filed:

PUBLIC COMMENTS (APPROVAL WITH REQUESTS)

PUBLIC COMMENTS (DISAPPROVAL)

Leonard Bayern – It appears that the sites are building in the wet lands behind us.

John Butts – I am a Floridian. I think that the White Marsh destruction of the Preparation area would cause the death or relocation of the bird population, fish, otters, turtles, and alligators. When they did original phase, they were to put a privacy wall. It never happened. Response to the wall was if you want to take us to court. This said area behind us is home to Florida panther, bob cats, and coyotes.

Jacklyn Butts – Phase 1 of Whitemarsh stated prior to construction a wall would be installed (security).

Jim Brit – Dan, I live in the Riverside village within the Plantation; I have a concern with the increase in the number of homes in the neighborhoods within Whitemarsh. The border between the two communities is vegetation and is a poor barrier between the communities (55+ plus versus family homes).

I would like to see the developer put in a better barrier between the two developments. Better fences make better neighbors. With the increase in traffic that the new community would bring and the advent of more teenagers, more mischief is possible.

Dan, I am not comfortable going to public meetings via the virus and social distancing issue. Can you express my concern?

Linda Griffin – Please see attached comments below.

Comments:

First of all, I want to comment on the fact that during this virus, we (seniors of the Plantation) are being told to stay at home and not go to crowded places, yet the city plans meetings like this when we really cannot safely attend. I find this to be objectionable.

There are many reasons why I am opposed to this change. The first is that when I purchased my home, I inquired about the land behind it as I did not want to live with another home backing up to me. I was told it was protected wetlands that could not be built on. Clearly, the person who purchased this property was aware of this at the time of purchase. Now they are applying to change that even though all the properties built around it were sold with this designation in place. There are reasons wetlands are protected in the first place and there are always repercussions to building on a wetland area. Besides the loss of habitat, which in itself is bad enough, there is also the matter of where the water will go and how will it affect all properties in the neighborhood. After all, it is called marsh for a reason.

The traffic on Hwy 27 is getting worse all the time. There is already considerable building being done within a few miles. What is in the plans to handle all of the additional traffic on this road?

I also purchased my home in a 55 plus neighborhood for a reason. This was the kind of neighborhood I wished to live in. As stated before, I did inquire about that land for that reason. Unfortunately, there was very little information provided about the issues existing property owners around said property would have. Water issues, utility issues and traffic issues were not addressed. While I am opposed to this change for the reasons listed, as I looked over the papers one of the other things that I looked for and did not find was at least a minimum buffer area built into to the plans. Given that the property owners wish to build family homes and townhomes up against a 55 plus community, I would expect to see this in order to benefit both the families and the seniors. The Plantation has one on their side of the property line and it would seem appropriate that there should have been one expected on the other side. I would have expected the planning commission to require this. This, along with other issues listed along with the flagrant disregard for wetlands designation, is another indicator that there is little regard for homeowners in the area.

Please do not change the zoning on this area.



DRAFT SUMMARY MINUTES OF THE REGULAR MEETING
OF THE PLANNING COMMISSION
VENETIAN CENTER
THURSDAY, AUGUST 20TH, 2020 - 4:30 P.M.

The Planning Commission of the City of Leesburg held its regular meeting Thursday, August 20th, 2020, at Venetian Center.

Chairman Ted Bowersox called the meeting to order at 4:30 p.m.

The following Commission members were present:

Ted Bowersox – Chairman
Clell Coleman – Vic Chairman
John O’Kelley
Michael Fitzpatrick
Alfred Haliday
Chris Wood

The following Commission members were absent:

Frazier Marshall
Ze’Shieca Carter

City staff in attendance included Dan Miller, Planning & Zoning Manager, Kandi Harper, Senior Planner, Dianne Pacewicz, Planner, Careylee Murray, Planner, Sabrina Mitchell, Administrative Assistant II and City Attorney Fred Morrison was also present.

The meeting opened with an invocation given by Chairman Bowersox, followed by the Pledge of Allegiance to the Flag.

Dan Miller informed the audience of the rules of participation and the need to sign the speaker’s registry. He also informed Commissioners and the audience that the City Commission meeting dates are tentatively scheduled.

Dianne Pacewicz swore in staff as well as anyone in the audience wishing to speak.

Chairman Bowersox called for the next case under new business be brought forward.

1) PUBLIC HEARING CASE # LSCP-20-135 – WHITEMARSH PHASE II AND PHASE III – LARGE SCALE COMPREHENSIVE PLAN AMENDMENT

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 158 +/- ACRES FROM LAKE COUNTY URBAN LOW DENSITY TO CITY OF LEESBURG ESTATE RESIDENTIAL FOR A PROPERTY GENERALLY LOCATED WEST OF U.S. HIGHWAY 27, NORTH OF BRIDGES ROAD AND EAST OF FLORIDA'S TURNPIKE AS LEGALLY DESCRIBED IN SECTIONS 01 AND 02, TOWNSHIP 21 SOUTH, RANGE 24 EAST, AND SECTIONS 35 AND 36 TOWNSHIP 20 SOUTH, RANGE 24 SOUTH, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. **(CITY COMMISSION DATES ARE TENTATIVELY SCHEDULED FOR FIRST READING ON MONDAY, OCTOBER 12, 2020 AND SECOND READING ON MONDAY, JANUARY 11, 2021)**
(Whitemarsh PH II & III)

Dan Miller introduced case number LSCP-20-135 – Whitemarsh Phase II and Phase III – Large Scale Comprehensive Plan Amendment and case number PUD-20-136 - Planned Unit Development into the record and entered the exhibits into the record with maps and photo exhibits including aerial, zoning, future and surrounding land use, wetlands/flood zone maps, CRA maps, staff summary, departmental review summary, and staff recommendations.

Mr. Miller gave a background of the subject property, location and current zoning. Mr. Miller explained the (PUD) Planned Unit Development, the history of the subject property and requests.

Kandi Harper utilized a power point presentation to demonstrate the area of the proposed site for both cases.

Department Review Summary: This case was sent out to all the different departments for review, no substantive comments received. Under Public responses there is a concern for possible construction on existing wetlands; wetlands protected by state of Florida per the PUD documents, loss of wildlife habitat; wildlife study required, comments on a wall that may have been promised by a previous developer; because the Whitemarsh I property is in Lake County, we have no jurisdiction in this matter.

Mr. Miller read into the record some minor changes and clarifications to the PUD document prior to the vote. Minor change - Section 3.B.2 Prohibited uses, remove the word condominiums; (this is a form of ownership), Clarification of Section 6.A. Landscaping. The intent of the wording there is to require a fence along property having lots, not property that is undeveloped. Also, a clarification of Section 7 Site Access and Signage, and Section 8 Transportation Improvements, it is the intent of the document to require roadways within this project, Phase II and III to be constructed to city standards, and that FDOT control the need for any improvements at the intersection of Great Egret Drive and U.S. 27. It is not the intent of this document to require improvements within the Phase I of Whitemarsh.

Mr. Miller stated staff is recommending approval of these cases.

Greg Belliveau with LPG of Mt. Dora gave a detailed presentation of the subject property, explained the Plantation development order, property access, covenants within deeds Phase I, annexation, future land use, and PUD; reduce impacts, environmental analysis, sign off letter ;sand skink evaluation (cleared), shrub jays; no impact in a negative way; (signed off); gopher tortoises; take care of them proper way; next phase, prior to construction, endangered species, buffers, road; (permitted) allowed.

Citizens' concerns were based on traffic light; Mr. Miller replied that a traffic study would have to be done, environmental impact; panthers, Mr. Miller stated he would have the applicant respond to that question, fence (North side) concern; Mr. Miller replied anywhere there are lots to lots fence (required) on Whitemarsh side., type of fence; Mr. Miller replied it would be a physical fence made of PVC or some material, concern regarding transparency of the information shown; Mr. Miller replied all of the information is available, also if you live within 200' of the boundaries you will get a letter, sign concern; Mr. Miller replied the requirement is one sign at the roadway, environmental studies done, traffic change, impact on children, and pets, wetlands, Florida sandhill cranes, lift stations; improvements, water bills, developments, and flood plain levels (rise).

Greg Belliveau gave a presentation to address comments from citizens with exhibits for the record, regarding development, cranes; (no negative impact), conservation easement, shrub jays (can't touch) 100-year floods (address), St. John's permit; (follow rules), lift station (upgrade), pumps, fence; (along the North side), traffic; (go through Phase II and III), impact reduced through PUD; even under current County destination, and Plantation pod; (North), Villa pod with 40' lots; (not a single family pod), and abide by all St. John's and environmental rules.

Citizens' wanted additional information concerning; Orchard Drive that leads into the pasture pre-dates any construction in that area or plans for construction, Orchard Drive; (access), not built for development, plans for Whitemarsh II and III; (locations not to be disclosed), road built with development; Greg Belliveau replied there was a grove road there; (permits) due to the initial impacts to the wetlands, and plaque lined up that stub out to the old grove road, aials sent out, fence concern; (Whitemarsh I), Greg Belliveau

explained the development master plan for further clarification of the fence concern, entrance problem, walkway (cracked), and road collapse.

Greg Belliveau replied hopefully road was built with County specs (accepted) road systems; (not collapse), County maintenance; (contact County to keep it up and maintain road), traffic study; (impacts to entrance), not a traffic light; (not warranted), access; (back property), Dilly Marshland in the way of units; (protect wetlands); Greg Belliveau replied we have to go through permitting, find upland systems, and mitigate for any wetland impacts, Phase I development; (borders), Riverside and Brenton common borders with Whitemarsh, bushes not well maintained, security, residence responsible for maintaining bushes; Greg Beliveau we can address our phase and not previous phases, information of types of homes; (low income housing); Greg Beliveau replied it's not low income housing.

Chairman Bowersox stated if the Commissioners had any questions or discussion.

Commissioner Fitzpatrick expressed concern regarding full state environmental gambit, sandhill cranes; Greg Beliveau replied that's correct and stated if there are nesting there and we will identify where they are nesting; how many acres (impacted) acres preserving as (wetlands); Greg Beliveau replied 66 acres of wetlands, also setting aside 27 acres of uplands out of the almost 160 acres; preserving a good bit of property, prior use grove; (current approved pasture); impacted agriculture,

Commissioner O'Kelley expressed concern earlier deeds in Phase I there was a stipulation future Phase II or III using the entrance coming into the subdivision now; Greg Beliveau replied client informed him there was a covenant of annexation on some documents when the first phase was done when it was annexable, not automatic City has an option to annex it in.

Chairman Bowersox closes the discussion and entertained a motion, then the voting took place.

Commissioner Fitzpatrick made a MOTION for APPROVAL of case # LSCP-20-135 – WHITEMARSH PHASE II AND PHASE III – LARGE SCALE COMPREHENSIVE PLAND AMENDMENT Commissioner Wood SECONDED the MOTION which CARRIED UNANIMOUSLY by a vote of 5- 0.

2) PUBLIC HEARING CASE # PUD-20-136 – WHITEMARSH PHASE II AND PHASE III – PLANNED UNIT DEVELOPMENT

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE ZONING ON APPROXIMATELY 158 +/- ACRES FROM LAKE COUNTY A (AGRICULTURE) TO CITY OF LEESBURG PUD (PLANNED UNIT DEVELOPMENT) TO ALLOW FOR SINGLE FAMILY RESIDENTIAL DEVELOPMENT FOR A PROPERTY GENERALLY LOCATED WEST OF U.S. HIGHWAY 27, NORTH OF BRIDGES ROAD

EAST OF FLORIDA'S TURNPIKE AS LEGALLY DESCRIBED IN SECTIONS 01 AND 02, TOWNSHIP 21 SOUTH, RANGE 24 EAST, AND SECTIONS 35 AND 36 TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. **(CITY COMMISSION DATES ARE TENTATIVELY SCHEDULED FOR FIRST READING ON MONDAY, OCTOBER 12, 2020 AND SECOND READING ON MONDAY, JANUARY 11, 2021)** (Whitemarsh PH II & III)

Commissioner Fitzpatrick made a MOTION for APPROVAL of case # PUD-20-136 – WHITEMARSH PHASE II AND PHASE III – PLANNED UNIT DEVELOPMENT Commissioner Wood SECONDED the MOTION which CARRIED UNANIMOUSLY by a vote of 5- 0.

Mr. Miller read into the record the tentative dates for the City Commission meeting at that time all that information will be sent to the State for their required review and then will come back Monday, January 11 those dates do sometimes change based on scheduling.

DISCUSSION

None

ANNOUNCEMENTS

Chairman Bowersox announced he was very proud of the Commission on the last meeting.

Dan Miller announced September 24 promises to be an interesting meeting at well.

Commissioner O'Kelley expressed concern regarding total number of units on the Silver Lake Project; Mr. Miller replied 273.

Chairman Bowersox stated just for more information Silver Lake, Radio Road, and 44. Mr. Miller replied Hwy 44 directly North of the lots that are adjacent to the North side of Silver Lake; total acres 83.75.

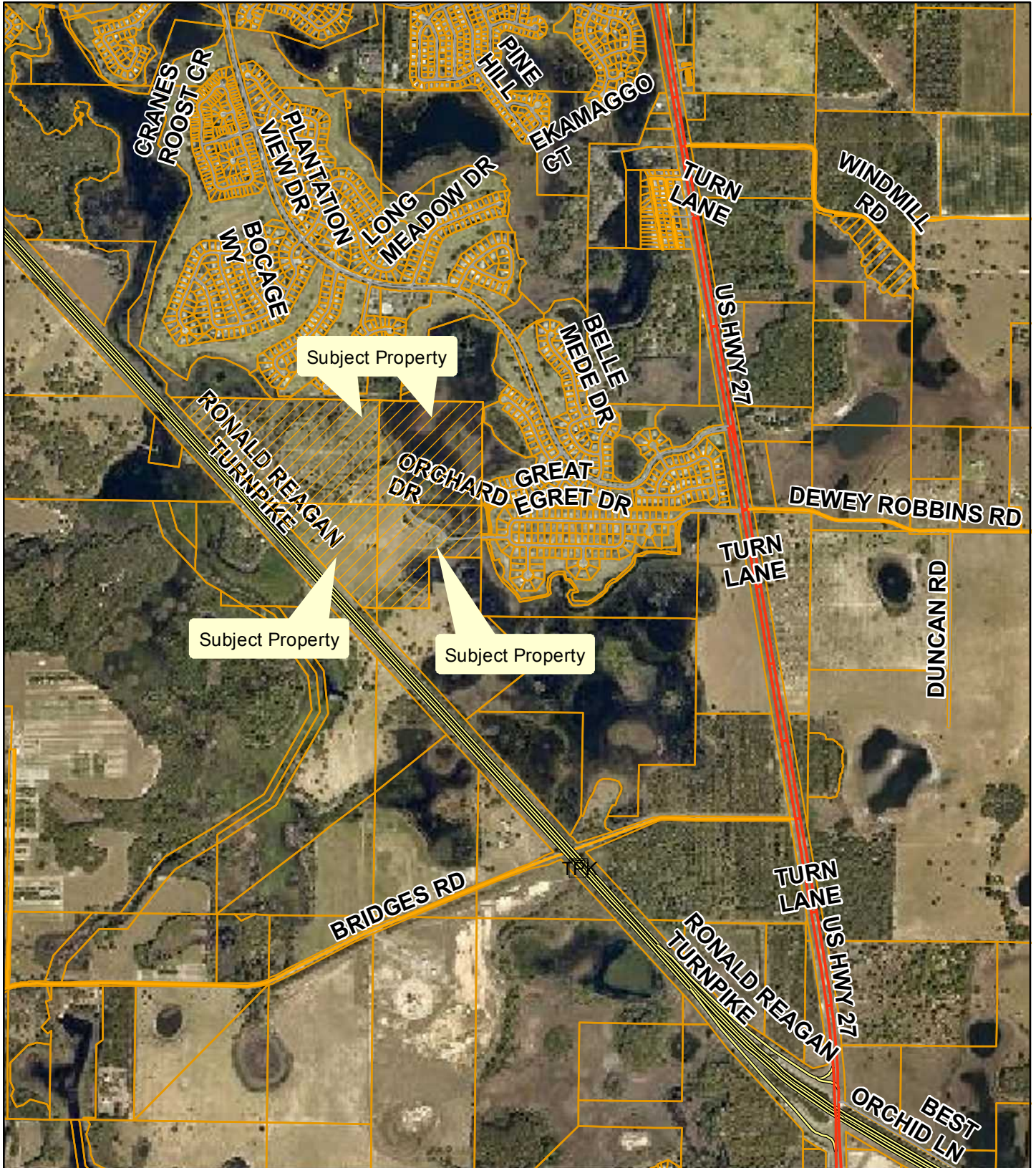
ADJOURNMENT

Approximately 5:41 p.m.

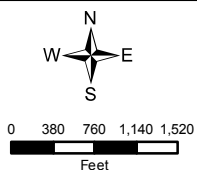
Ted W. Bowersox, Chairman

Sabrina Mitchell, Administrative Assistant II

Aerial

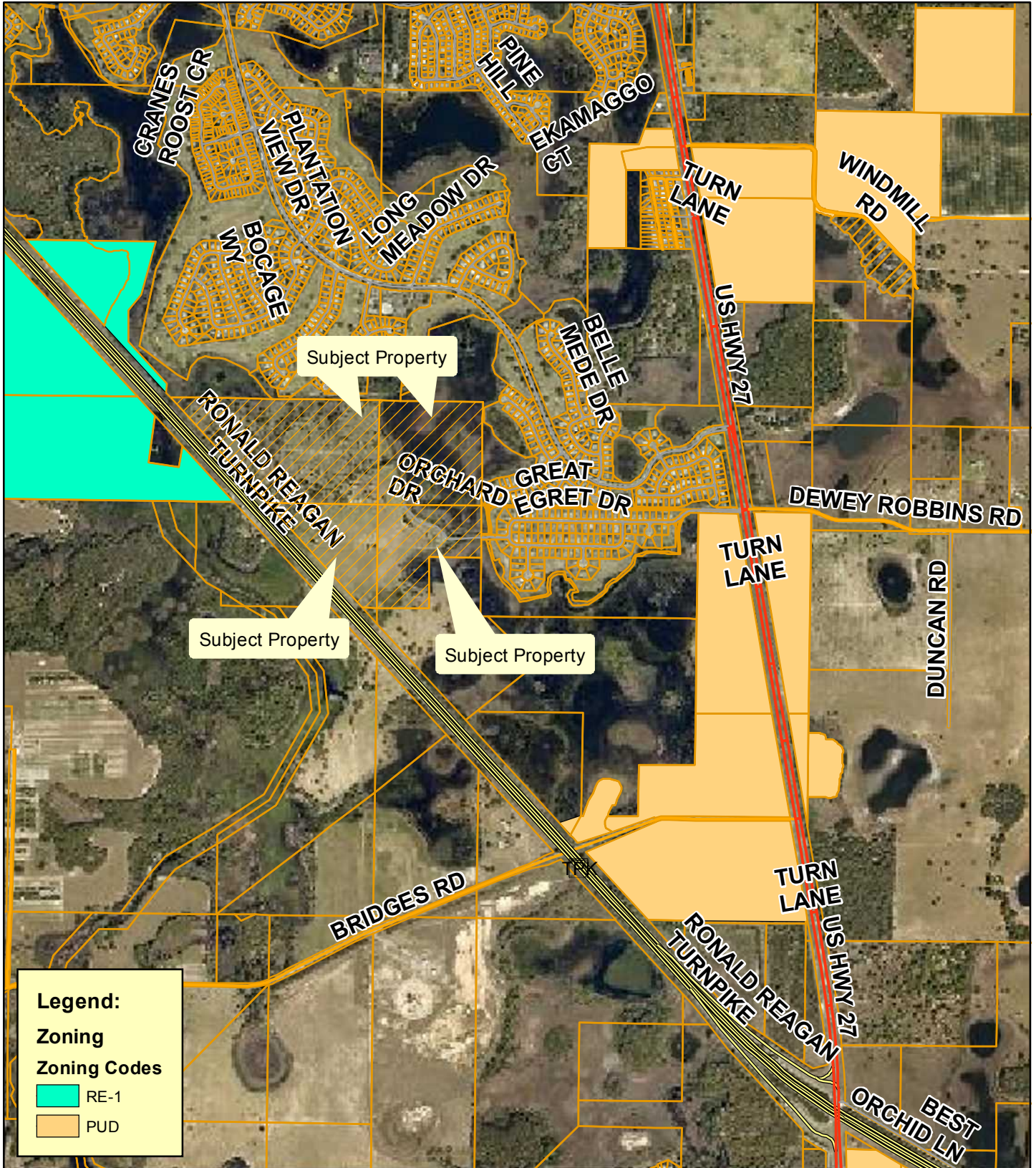


**Planning
& Zoning
Division**

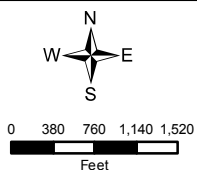


ANNX-20-134, LSCP-20-135, PUD-20-136
Whitemarsh Phase II and Phase III
AK#s: 3807722, 1062349, 1035538, 1035571
Sections 01 & 02, Township 21 South, Range 24 East and
Sections 35 & 36, Township 20 South, Range 24 East
June 15, 2020

Zoning

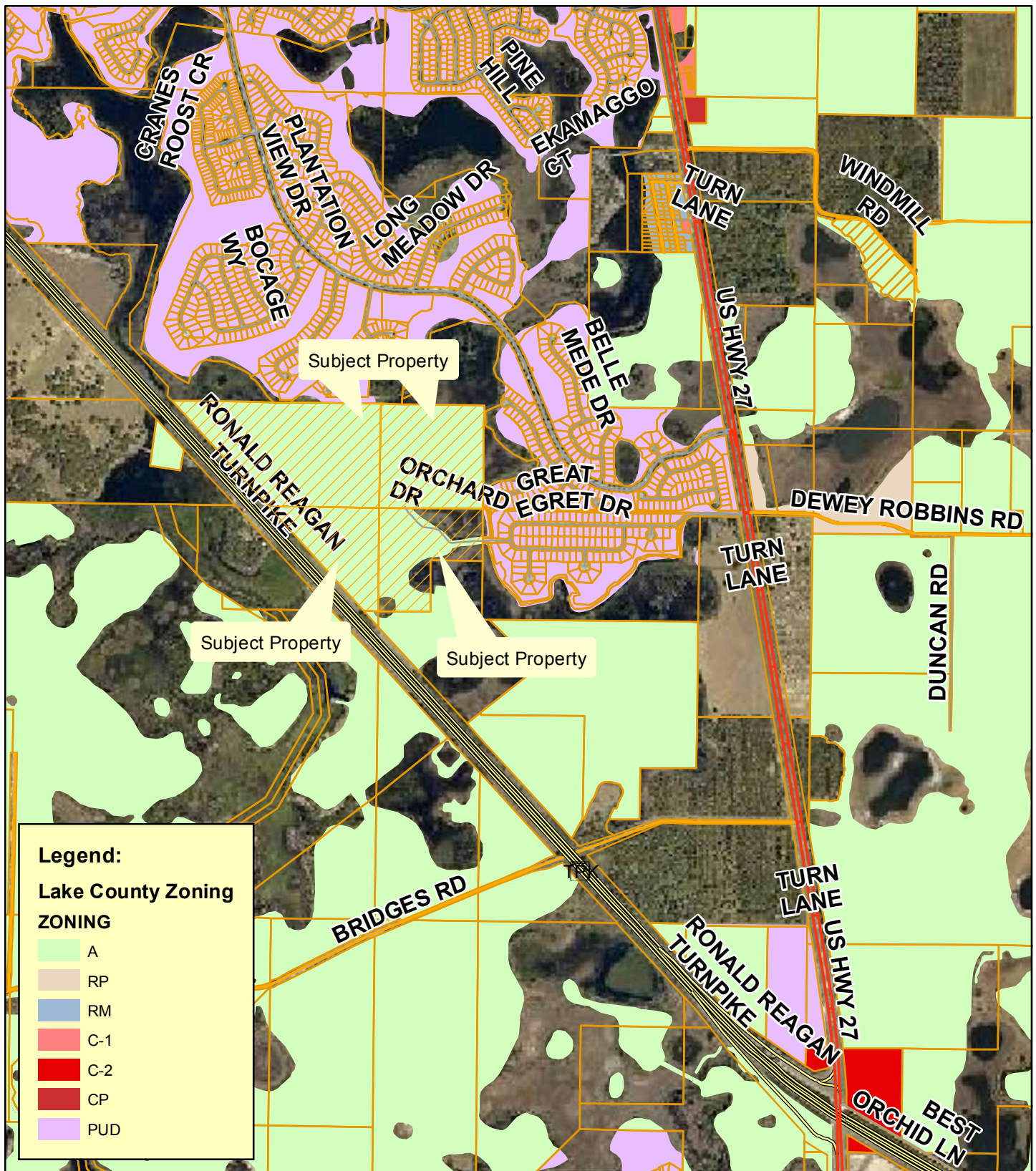


**Planning
& Zoning
Division**

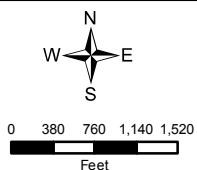


ANNX-20-134, LSCP-20-135, PUD-20-136
Whitemarsh Phase II and Phase III
AK#s: 3807722, 1062349, 1035538, 1035571
Sections 01 & 02, Township 21 South, Range 24 East and
Sections 35 & 36, Township 20 South, Range 24 East
June 15, 2020

Lake County Zoning

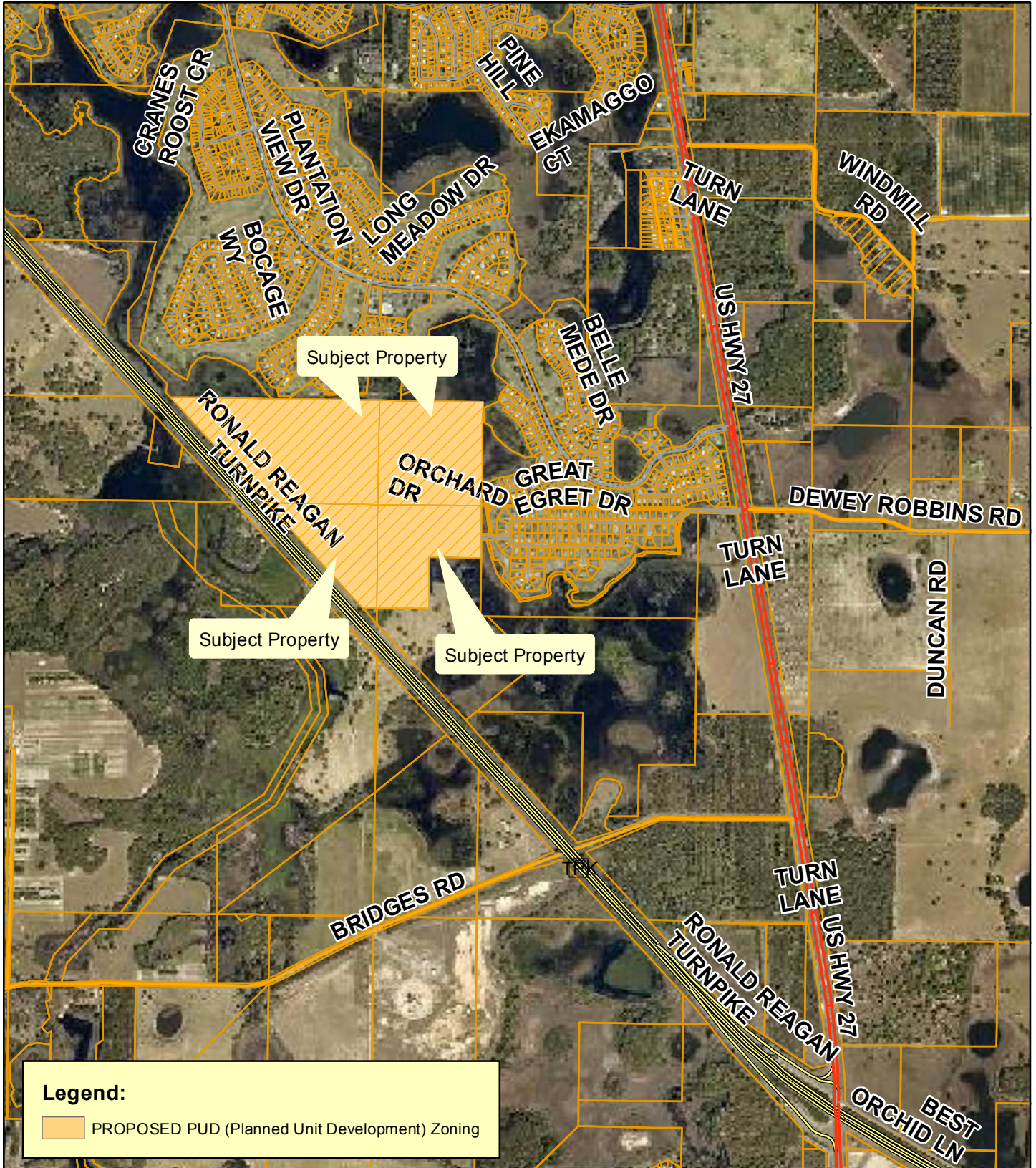


**Planning
& Zoning
Division**

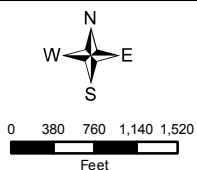


ANNX-20-134, LSCP-20-135, PUD-20-136
Whitemarsh Phase II and Phase III
AK#s: 3807722, 1062349, 1035538, 1035571
Sections 01 & 02, Township 21 South, Range 24 East and
Sections 35 & 36, Township 20 South, Range 24 East
June 15, 2020

PROPOSED ZONING



**Planning
& Zoning
Division**



ANNX-20-134, LSCP-20-135, PUD-20-136
Whitemarsh Phase II and Phase III
AK#s: 3807722, 1062349, 1035538, 1035571
Sections 01 & 02, Township 21 South, Range 24 East and
Sections 35 & 36, Township 20 South, Range 24 East
June 15, 2020

Miscellaneous Accounts Receivable Customers With Unpaid Balances

Prepared by Finance

October 16, 2020

CURRENTLY WORKED BY PROVIDING DEPARTMENT OR FINANCE

013 Fund

Arnold, Dorian	Working with Housing Dept	Housing Rent	\$	2,000.00
Griffin, Lakesha	Working with Housing Dept	Housing Rent	\$	2,240.41
Tucker, Shetonia	Working with Housing Dept	Housing Rent	\$	1,050.00
			\$	<u>5,290.41</u>

041 Fund

Angulo, Carlos Alberto		Damage to City Property	\$	5,714.13
Elliott, Lauren E		Damage to City Property	\$	2,096.98
Ethier, Shirley		Damage to City Property	\$	12,255.78
Foster, Steven Michael		Damage to City Property	\$	6,811.07
Harvey, Randall Lynn		Damage to City Property	\$	8,817.80
Holston, Judith		Damage to City Property	\$	1,044.05
Humphreys, Brian Conrad		Damage to City Property	\$	600.67
Jenkins, Faith Leonore		Damage to City Property	\$	7,311.05
Kling, Ryan	With City Attorney for Collections	Damage to City Property	\$	3,971.63
Kmiecniak, Christopher		Damage to City Property	\$	2,500.00
Pawson, Maria Anna		Damage to City Property	\$	605.34
Pennbrooke HOA		Damage to City Property	\$	2,914.55
Serrano, Josue		Damage to City Property	\$	4,956.04
Stiglianese, Margaret		Damage to City Property	\$	481.26
White, Christina		Damage to City Property	\$	4,502.90
			\$	<u>64,583.25</u>

013 FUND TOTAL \$ 5,290.41

041 FUND TOTAL \$ 64,583.25

\$ 69,873.66

Total \$ 69,873.66

Account Write Offs:

Expected write offs as of Sep 30, 2020

Every September, the Finance Director informs the Commission the dollar amount of customer accounts to be written off. Listed below are the amounts for the prior fiscal years and how the City is trending for fiscal years 2019 and 2020.

Fiscal Write Off Year	Projected Written Off	Actual Written Off	Add'l Amount Collected
2018-2019	\$ 342,912	284,276	(58,636)
2017-2018	394,427	268,001	(126,426)
2016-2017	345,913	314,552	(31,361)
2015-2016	491,091	440,511	(50,580)
2014-2015	431,543	364,023	(67,519)
2013-2014	292,507	258,246	(34,261)
2012-2013	280,544 *	216,319	(64,225)
2011-2012	380,227 *	341,414	(38,813)

Projected
Fiscal year 2020 - Month by Month
10/01/18- 09/30/19

Month	Amount Written Off	Number of Accounts	
		Commercial	Residential
October	\$ 18,097	6	66
November	28,127	3	84
December	57,470	5	133
January	31,847	2	94
February	41,696	5	44
March	33,753	2	82
April	33,920	3	88
May	27,062	4	73
June	23,029	6	53
July	14,931	4	56
August	15,041	3	57
September	17,939	4	57
Accounts to be written off*	\$ 342,912	47	887
Prior Yr to Date	\$ 394,427	48	993
difference - () negative	\$ 51,515	1	106

Projected
Fiscal year 2020 - Month by Month
10/01/19- 09/30/20

Month	Amount Written Off	Number of Accounts		Average Account Balance	
		Commercial	Residential	Commercial	Residential
October	\$ 19,944	1	77	197.79	256.21
November	31,154	4	86	1,036.07	297.84
December	36,983	0	96	2,037.37	353.08
January	37,762	6	101	477.66	328.64
February	26,751	3	80	1,512.60	775.75
March	19,023	5	68	133.61	408.36
April	32,336	4	81	669.51	367.63
May	21,442	5	53	583.72	338.72
June	17,783	3	64	341.75	1,577.34
July	17,863	3	51	699.02	216.70
August	7,320	0	29	464.34	230.31
September	15,920	2	35	169.42	302.82
Accts to be written off	\$ 284,281	36	821		
Prior Yr to Date	\$ 342,912	47	887		
difference - () negative	\$ (58,631)	(11)	(66)		

City of Leesburg, Florida
Report of Receipts and Disbursements by Fund
For the Period Beginning On Oct. 1, 2019 and Ending on September 30, 2020

Prepared by: Finance Department

Fund Name	Adopted Budget	Receipts				Budget Balance
		Revenues Amount	Non-Revenue Receipts * Amount	Total Receipts Amount	Percentage	
001 General Fund	\$ 32,454,975	\$ 16,396,065	\$ 10,593,887	\$ 26,989,952	83%	\$ 5,465,023
Special Revenue Funds						
013 Housing Assistance	118,252	94,929	0	94,929	80%	23,323
021 Debt Service Fund	1,535,199	0	1,535,199	1,535,199	100%	0
031 Capital Projects Fund	15,732,567	301,794	5,630,222	5,932,016	38%	9,800,551
132 Local Option Sales Tax	2,931,586	2,014,588	0	2,014,588	69%	916,998
121 Police Forfeiture Fund	16,890	2,203	0	2,203	13%	14,687
122 Police Education Fund	6,000	4,463	0	4,463	74%	1,538
133 Gas Tax	1,235,101	677,596	407,976	1,085,572	88%	149,529
141 Police Impact Fees	35,000	177,242	0	177,242	506%	(142,242)
142 Fire Impact Fees	0	18,199	0	18,199	0%	(18,199)
143 Recreation Impact Fees	242,000	137,909	0	137,909	57%	104,091
151 Building Fund	1,342,782	1,072,835	34,100	1,106,935	82%	235,847
Community Redevelopment Agencies						
016 Greater Leesburg CRA Fund	547,948	433,241	78,120	511,361	93%	36,587
017 Carver Heights CRA Fund	464,849	328,869	0	328,869	71%	135,980
018 Highway 27/441 CRA Fund	830,765	801,552	0	801,552	96%	29,213
Total General Governmental Funds	57,493,914	22,461,484	18,279,504	40,740,988	71%	16,752,926
Enterprise Funds						
014 Stormwater Utility Fund	2,905,913	1,822,879	542,538	2,365,417	81%	540,496
041 Electric Utility Fund	87,507,478	59,290,246	580,617	59,870,864	68%	27,636,614
042 Gas Utility Fund	7,508,547	6,762,796	111,544	6,874,340	92%	634,207
043 Water Utility Fund	10,834,911	9,609,513	991,810	10,601,323	98%	233,588
044 Wastewater Utility Fund	39,411,493	13,674,015	638,022	14,312,036	36%	25,099,457
046 Sanitation Services Fund	4,386,337	4,679,005	0	4,679,005	107%	(292,668)
048 Airport Fund	9,336,853	2,065,603	0	2,065,603	22%	7,271,250
Internal Service Funds						
064 Health Insurance Fund	6,703,169	6,083,348	0	6,083,348	91%	619,821
065 Workers' Compensation Insurance Fund	764,825	703,670	0	703,670	92%	61,155
066 Risk Management Fund	775,160	777,547	0	777,547	100%	(2,387)
510 Fleet Maintenance Fund	5,847,493	3,276,733	1,434,939	4,711,672	81%	1,135,821
Pension Trust Funds						
061 Municipal Police Retirement Trust Fund	1,757,739	3,201,965	0	3,201,965	182%	(1,444,226)
062 Municipal Firemen's Retirement Trust Fund	1,693,576	3,649,037	0	3,649,037	215%	(1,955,461)
063 General Employees' Retirement Fund	3,388,808	2,708,512	0	2,708,512	80%	680,296
Total All Funds	\$ 240,316,216	\$ 140,766,352	\$ 22,578,975	\$ 163,345,327	68%	\$ 76,970,889

* Interfund Charges and Transfers, Developer Contributions, and Debt Proceeds

NOTE - Amounts may not sum due to rounding.

City of Leesburg, Florida
Report of Receipts and Disbursements by Fund
For the Period Beginning On Oct. 1, 2019 and Ending on September 30, 2020

Prepared by: Finance Department

Fund Name	Disbursements			Budget Balance	Excess of Receipts Over (Under) Disbursements
	Adopted Budget	Amount	Percentage		
<u>General Fund</u>	\$ 32,454,975	\$ 29,114,575	90%	\$ 3,340,400	(\$ 2,124,623)
<u>Special Revenue Funds</u>					
Housing Assistance	118,252	122,494	104%	(4,242)	(27,565)
Debt Service Fund	1,535,199	1,535,057	100%	142	142
Capital Projects Fund	15,732,567	5,005,246	32%	10,727,321	926,770
Local Option Sales Tax	2,931,586	2,362,083	81%	569,503	(347,495)
Police Forfeiture Fund	16,890	9,890	59%	7,000	(7,687)
Police Education Fund	6,000	5,851	98%	149	(1,388)
Gas Tax	1,235,101	827,125	67%	407,976	258,447
Police Impact Fees	35,000	23,336	67%	11,664	153,907
Fire Impact Fees	0	240	0%	(240)	17,959
Recreation Impact Fees	242,000	248,780	103%	(6,780)	(110,871)
Building Fund	1,342,782	924,538	69%	418,244	182,397
<u>Community Redevelopment Agencies</u>					
Greater Leesburg CRA Fund	547,948	460,856	84%	87,092	50,505
Carver Heights CRA Fund	464,849	348,588	75%	116,261	(19,719)
Highway 27/441 CRA Fund	830,765	505,129	61%	325,636	296,422
<u>Total General Governmental Funds</u>	57,493,914	41,493,787	72%	16,000,127	(752,800)
<u>Enterprise Funds</u>					
Stormwater Utility Fund	2,905,913	1,083,797	37%	1,822,116	1,281,619
Electric Utility Fund	87,507,478	57,482,576	66%	30,024,902	2,388,288
Gas Utility Fund	7,508,547	5,780,501	77%	1,728,046	1,093,840
Water Utility Fund	10,834,911	7,752,806	72%	3,082,105	2,848,518
Wastewater Utility Fund	39,411,493	9,899,243	25%	29,512,250	4,412,793
Sanitation Services Fund	4,386,337	4,197,179	96%	189,158	481,827
Airport Fund	9,336,853	2,212,733	24%	7,124,120	(147,130)
<u>Internal Service Funds</u>					
Health Insurance Fund	6,703,169	6,536,452	98%	166,717	(453,105)
Workers' Compensation Insurance Fund	764,825	511,893	67%	252,932	191,777
Risk Management Fund	775,160	775,160	100%	0	2,387
Fleet Maintenance Fund	5,847,493	4,367,542	75%	1,479,951	344,130
<u>Pension Trust Funds</u>					
Municipal Police Retirement Trust Fund	1,757,739	1,117,842	64%	639,897	2,084,123
Municipal Firemen's Retirement Trust Fund	1,693,576	1,435,071	85%	258,505	2,213,965
General Employees' Retirement Fund	3,388,808	2,993,480	88%	395,328	(284,968)
Total All Funds	\$ 240,316,216	\$ 147,640,061	61%	\$ 92,676,155	\$ 15,705,265

City of Leesburg, Florida
Report of Receipts and Disbursements by Fund
For the Period Beginning On October 1, 2018 and Ending on September 31, 2019

Prepared by: Finance Department

Fund Name	Adopted Budget	Receipts				Budget Balance
		Revenues Amount	Non-Revenue Receipts * Amount	Total Receipts Amount	Percentage	
001 General Fund	\$ 28,195,323	\$ 15,910,411	\$ 10,090,066	\$ 26,000,477	92%	\$2,194,846
Special Revenue Funds						
013 Housing Assistance	138,026	106,093	0	106,093	77%	31,933
021 Debt Service Fund	1,548,449	0	1,491,944	1,491,944	96%	56,505
031 Capital Projects Fund	17,378,377	190,494	2,152,919	2,343,413	13%	15,034,964
132 Local Option Sales Tax	2,483,732	1,978,931	0	1,978,931	80%	504,801
121 Police Forfeiture Fund	7,018	26,234	0	26,234	374%	(19,216)
122 Police Education Fund	5,000	6,232	0	6,232	125%	(1,232)
133 Gas Tax	799,167	730,871	0	730,871	91%	68,296
141 Police Impact Fees	5,000	96,962	0	96,962	1939%	(91,962)
142 Fire Impact Fees	-	2,422	0	2,422	0%	(2,422)
143 Recreation Impact Fees	25,000	82,075	0	82,075	328%	(57,075)
151 Building Fund	1,002,600	1,132,017	17,920	1,149,937	115%	(147,337)
Community Redevelopment Agencies						
016 Greater Leesburg CRA Fund	1,045,177	438,146	0	438,146	42%	607,031
017 Carver Heights CRA Fund	343,886	280,842	0	280,842	82%	63,044
018 Highway 27/441 CRA Fund	615,222	577,226	0	577,226	94%	37,996
Total General Governmental Funds	53,591,977	21,558,958	13,752,849	35,311,807	66%	18,280,170
Enterprise Funds						
014 Stormwater Utility Fund	3,660,961	1,610,522	0	1,610,522	44%	2,050,439
041 Electric Utility Fund	75,377,145	63,196,913	460,587	63,657,500	84%	11,719,645
042 Gas Utility Fund	9,948,550	6,600,693	129,146	6,729,839	68%	3,218,711
043 Water Utility Fund	16,984,634	9,033,390	102,685	9,136,075	54%	7,848,559
044 Wastewater Utility Fund	20,425,325	16,699,010	500,000	17,199,010	84%	3,226,315
046 Sanitation Services Fund	4,205,914	4,509,530	0	4,509,530	107%	(303,616)
048 Airport Fund	3,129,003	1,536,151	0	1,536,151	49%	1,592,852
Internal Service Funds						
064 Health Insurance Fund	6,850,740	6,985,639	0	6,985,639	102%	(134,899)
065 Workers' Compensation Insurance Fund	605,908	673,834	0	673,834	111%	(67,926)
066 Risk Management Fund	703,691	681,226	0	681,226	97%	22,465
510 Fleet Maintenance Fund	5,150,909	2,745,371	667,798	3,413,169	66%	1,737,740
Pension Trust Funds						
061 Municipal Police Retirement Trust Fund	1,773,975	2,416,173	0	2,416,173	136%	(642,198)
062 Municipal Firemen's Retirement Trust Fund	1,440,932	1,905,133	0	1,905,133	132%	(464,201)
063 General Employees' Retirement Fund	3,110,289	2,297,254	0	2,297,254	74%	813,035
Total All Funds	\$ 206,959,953	\$ 142,449,796	\$ 15,613,064	\$ 158,062,860	76%	\$ 48,897,093

NOTE - Amounts may not sum due to rounding.

* Interfund Charges and Transfers, Developer Contributions, and Debt Proceeds

City of Leesburg, Florida
Report of Receipts and Disbursements by Fund
For the Period Beginning On October 1, 2018 and Ending on September 31, 2019

Prepared by: Finance Department

Fund Name	Disbursements			Budget Balance	Excess of Receipts Over (Under) Disbursements
	Adopted Budget	Amount	Percentage		
<u>General Fund</u>	\$ 28,195,323	\$ 25,766,780	91%	\$ 2,428,543	\$ 233,696
<u>Special Revenue Funds</u>					
Housing Assistance	138,026	133,059	96%	4,967	(26,966)
Debt Service Fund	1,548,449	1,530,806	99%	17,643	(38,862)
Capital Projects Fund	17,378,377	8,107,209	47%	9,271,168	(5,763,796)
Local Option Sales Tax	2,483,732	1,713,907	69%	769,825	265,024
Police Forfeiture Fund	7,018	4,400	63%	2,618	21,834
Police Education Fund	5,000	5,680	114%	(680)	551
Gas Tax	799,167	799,168	100%	(1)	(68,296)
Police Impact Fees	5,000	7,180	144%	(2,180)	89,782
Fire Impact Fees	0	100	0%	(100)	2,322
Recreation Impact Fees	25,000	28,600	114%	(3,600)	53,475
Building Fund	1,002,600	810,566	81%	192,034	339,371
<u>Community Redevelopment Agencies</u>					
Greater Leesburg CRA Fund	1,045,177	1,017,285	97%	27,892	(579,138)
Carver Heights CRA Fund	343,886	185,121	54%	158,765	95,722
Highway 27/441 CRA Fund	615,222	430,782	70%	184,440	146,444
<u>Total General Governmental Funds</u>	53,591,977	40,540,643	76%	13,051,334	(5,228,837)
<u>Enterprise Funds</u>					
Stormwater Utility Fund	3,660,961	2,084,472	57%	1,576,489	(473,951)
Electric Utility Fund	75,377,145	60,680,776	81%	14,696,369	2,976,724
Gas Utility Fund	9,948,550	6,363,118	64%	3,585,432	366,721
Water Utility Fund	16,984,634	7,601,431	45%	9,383,203	1,534,644
Wastewater Utility Fund	20,425,325	9,024,695	44%	11,400,630	8,174,315
Sanitation Services Fund	4,205,914	3,789,385	90%	416,529	720,144
Airport Fund	3,129,003	2,265,597	72%	863,406	(729,447)
<u>Internal Service Funds</u>					
Health Insurance Fund	6,850,740	6,867,629	100%	(16,889)	118,010
Workers' Compensation Insurance Fund	605,908	532,682	88%	73,226	141,153
Risk Management Fund	703,691	693,990	99%	9,701	(12,764)
Fleet Maintenance Fund	5,150,909	2,806,473	54%	2,344,436	606,696
<u>Pension Trust Funds</u>					
Municipal Police Retirement Trust Fund	1,773,975	1,410,223	80%	363,752	1,005,950
Municipal Firemen's Retirement Trust Fund	1,440,932	1,439,857	100%	1,075	465,276
General Employees' Retirement Fund	3,110,289	2,967,509	95%	142,780	(670,256)
Total All Funds	\$ 206,959,953	\$ 149,068,480	72%	\$ 57,891,473	\$ 8,994,380

**CITY OF LEESBURG
CASH AND INVESTMENTS BY FUND
9/30/2020**

POOLED CASH & INVESTMENTS	TOTAL	GENERAL FUND	SPECIAL REVENUE FUNDS GROUP	DEBT SERVICE FUNDS	CAPITAL PROJECTS FUND	ELECTRIC UTILITY FUND	GAS UTILITY FUND	WATER UTILITY FUND	WASTEWATER TREATMENT FUND	COMMUNICATION FUND	SANITATION SERVICES FUND	STORM WATER FUND	AIRPORT FUND	BUILDING PERMITS FUND	INTERNAL SERVICE FUNDS GROUP
OPERATING CASH	\$ 67,882,310.11	\$ 12,488,227.56	\$ 3,168,790.84	\$ (25,923.67)	\$ 87,807.43	\$ 11,062,015.86	\$ 3,136,120.69	\$ 6,042,752.97	\$ 14,316,303.94		\$ 2,305,243.18	\$ 2,401,218.17	\$ 2,858,510.52	\$ 2,714,145.76	\$ 7,327,096.86
RESTRICTED CASH															
CUSTOMER DEPOSITS	6,078,045.96					4,693,554.83	834,450.55	544,555.58	2,325.00		3,160.00				
RENEWL & REPLACINT	22,961,443.44	1,106,985.08	3,583.95			7,881,302.62	739,999.98	2,726,834.98	9,494,285.87		850,000.00				158,452.96
BOND/NOTE SINKING FUND	13,408,802.55		144,496.82			(874,317.69)	0.21	(0.28)	14,138,623.49						
INFRASTRUCTURE DEVELOPMENT															
SIGN GRANT & HUD SHIP															
HWY 441/27 CRA - Restricted Surplus	600,000.00		600,000.00												
IMPACT FEES	4,408,990.12														
OTHER RESTRICTED CASH	8,694,204.76		71,625.74		8,443,579.02		179,000.00	616,833.73	3,792,156.39						
DEVELOPER CONTRIBUTIONS	130,300.92					87,696.62	42,604.40								
RATE STABILIZATION	2,720,452.00					2,720,452.00									
SUBTOTAL OF RESTRICTED CASH	59,002,241.75	1,106,985.08	819,706.51		8,443,579.02	14,508,688.28	1,796,055.14	3,888,224.01	27,427,390.75		853,160.00				158,452.96
TOTAL POOLED CASH	\$126,884,551.86	\$ 13,595,212.64	\$ 3,988,497.35	\$ (25,923.67)	\$ 8,531,386.45	\$ 25,570,704.14	\$ 4,932,175.83	\$ 9,930,976.98	\$ 41,743,694.69	\$ -	\$ 3,158,403.18	\$ 2,401,218.17	\$ 2,858,510.52	\$ 2,714,145.76	\$ 7,485,549.82
NON-POOLED RESTRICTED CASH															
CASH WITH FISCAL AGENT	6,055,553.22		92,267.69	1,209,579.05		2,025,904.77	274,602.00	1,254,506.75	1,198,692.96						
DEPOSITORY TRUST ACCOUNT	188,324.15						188,324.15								
DEP-WELLS FARGO															
SUBTOTAL NON-POOLED CASH	6,243,877.37		92,267.69	1,209,579.05		2,025,904.77	462,926.15	1,254,506.75	1,198,692.96						
TOTAL POOLED CASH AND INVEST	\$133,128,429.23	\$13,595,212.64	\$ 4,080,765.04	\$1,183,655.38	\$8,531,386.45	\$27,596,608.91	\$5,395,101.98	\$11,185,483.73	\$42,942,387.65		\$3,158,403.18	\$2,401,218.17	\$2,858,510.52	\$2,714,145.76	\$7,485,549.82

INDIVIDUAL SPECIAL REVENUE FUNDS

POOLED CASH & INVESTMENTS	SPECIAL REVENUE FUNDS TOTAL	HOUSING ASSISTANCE FUND	GREATER LEESBURG CRA FUND	CARVER HEIGHTS CRA FUND	HIGHWAY 441/27 CRA FUND	POLICE FORFEITURE FUND	POLICE EDUCATION FUND	DISCRETIONARY SALES TAX FUND	GAS TAX FUND	POLICE IMPACT FUND	FIRE IMPACT FUND	RECREATION IMPACT FUND
OPERATING CASH	\$ 3,168,790.84	\$ 315,559.03	\$ 110,877.26	\$ 198,700.42	\$ 1,143,051.37	\$ 80,281.89	\$ 3,011.09	\$ 254,340.25	\$ 518,338.45	\$ 471,819.53	\$ 23,691.66	\$ 49,119.89
RESTRICTED CASH												
HUD SHIP PROGRAM & \$HOUSE PROCEEDS	71,625.74	71,625.74										
BOND/NOTE SINKING FUND	236,764.51		92,268.39		144,496.12							
SIGN GRANT												
R&R / OTHER RESTRICTED	3,583.95	3,583.95										
CUSTOMER DEPOSITS	600,000.00				600,000.00							
SUBTOTAL OF RESTRICTED CASH	\$ 911,974.20	\$ 75,209.69	\$ 92,268.39	\$ -	\$ 744,496.12	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL POOLED CASH	\$ 4,080,765.04	\$ 390,768.72	\$ 203,145.65	\$ 198,700.42	\$ 1,887,547.49	\$ 80,281.89	\$ 3,011.09	\$ 254,340.25	\$ 518,338.45	\$ 471,819.53	\$ 23,691.66	\$ 49,119.89
NON-POOLED RESTRICTED CASH												
DEP-WELLS FARGO	-											
SUBTOTAL NON-POOLED CASH	\$ -											
TOTAL POOLED CASH AND INVEST	\$ 4,080,765.04	\$ 390,768.72	\$ 203,145.65	\$ 198,700.42	\$ 1,887,547.49	\$ 80,281.89	\$ 3,011.09	\$ 254,340.25	\$ 518,338.45	\$ 471,819.53	\$ 23,691.66	\$ 49,119.89

INTERNAL SERVICE FUNDS

POOLED CASH & INVESTMENTS	INTERNAL SERVICE FUNDS TOTAL	HEALTH INSURANCE FUND	WORKERS' COMPENSATION FUND	RISK MANAGEMENT FUND	FLEET MAINTENANCE FUND
OPERATING CASH	\$ 7,327,096.86	\$ 1,358,967.04	\$ 2,286,305.51	\$ 158,479.78	\$ 3,523,344.53
RESTRICTED CASH	158,452.96				158,452.96
SUBTOTAL OF RESTRICTED CASH	\$ 158,452.96	\$ -	\$ -	\$ -	\$ 158,452.96
TOTAL POOLED CASH	\$ 7,485,549.82	\$ 1,358,967.04	\$ 2,286,305.51	\$ 158,479.78	\$ 3,681,797.49
TOTAL POOLED CASH AND INVESTMENTS	\$ 7,485,549.82	\$ 1,358,967.04	\$ 2,286,305.51	\$ 158,479.78	\$ 3,681,797.49

**CITY OF LEESBURG
INVESTMENT REPORT
9/30/2020**

DESCRIPTION	BALANCE 9/30/2020
BANK OPERATING AND SAVINGS ACCOUNTS	
Truist Bank - Disbursement	\$48,433,480
TD Bank - Savings	4,000,311
CenterState Bank - Savings	3,677,727
Centerstate Bank - CD	2,000,000
Synovus - CD	2,082,957
Synovus - CD	2,000,000
	\$62,194,475
LOCAL GOVERNMENT INVESTMENT POOLS	
FLSAFE	7,766,093
FLCLASS	4,826,299
FLPRIME	5,977,684
	18,570,077
U S TREASURY MONEY MARKET FUND (FGU Deposit)	188,324
US BANK (Fiscal Agent)	6,055,553
CHANDLER ASSET MANAGEMENT (SECURITIES)	43,370,000
PUBLIC TRUST ADVISORS (SECURITIES)	2,750,000
	46,120,000
TOTAL INVESTMENTS	133,128,429
MARKET ADJUSTMENT	759,419
TOTAL VALUE OF INVESTMENTS	\$133,887,849

