

**AGENDA
CITY COMMISSION MEETING
VENETIAN CENTER, 1 DOZIER COURT
MONDAY, JANUARY 11, 2021 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. Leesburg Teen Center Project Update and 3-D Walk Through

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. Organizational Meeting held January 4, 2021

2. Regular meeting held November 23, 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 Participation Agreement with Johnson-Laux Construction, Inc. for Job Order Contracting services on construction and renovation projects as needed; and providing an effective date.

- 2. Purchase request by the Fleet Services Division for the purchase of a new aerial device (bucket truck) to replace an existing piece of equipment be assigned to the Electric Department for a cost of \$244,230.00.**
- 3. Resolutions authorizing execution of Agreements for Tree Removal, Trimming & Related Services to two (2) Contractors.**
 - a. 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 Tip Top Tree Experts, LLC for tree trimming, removal, and related services on an as needed basis; and providing an effective date.**
 - b. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Fixed Unit Price Agreement with Native Land & Trees, Inc. for tree trimming, removal, and related services on an as needed basis; and providing an effective date.**

C. RESOLUTIONS:

- 1. 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 CHS Management Corporation, for the purpose of setting forth the terms and conditions under which natural gas service will be provided to the development known as HU's Landing; 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 Gas Service Agreement between the City of Leesburg and Bentley Ridge Holdings, LLC for the purpose of providing Natural Gas service to the development referred to as Bentley Ridge; and providing an effective date.**
- 3. Resolution of the City Commission of the City of Leesburg, Florida, accepting a Utility Easement to the City of Leesburg from Leesburg Regional Medical Center, Inc., for itself and as successor by Merger to LRMC North, Inc., for the purpose of granting the City an Easement over the property described therein; and providing an effective date.**

4. Resolution of the City Commission of the City of Leesburg, Florida, authorizing and directing the Mayor and City Clerk to execute a vacant land contract between the City of Leesburg and Ro-Mac Lumber & Supply, Inc. for the purpose of providing terms for the sale of a portion of abandoned railroad right of way, and waiving certain setback requirements otherwise applicable to the property being sold; and providing an effective date.
6. **PUBLIC HEARINGS AND NON-ROUTINE ITEMS:
COMPREHENSIVE PLAN INFORMATION SIGN-UP SHEET (YELLOW)
AVAILABLE**
 - A. **SECOND READING OF ORDINANCES**
 1. An Ordinance of the City of Leesburg, Florida, annexing certain real property consisting of approximately 0.46 acres; and being generally located West of Sleepy Hollow Road and North of Old Tavares Road, lying in Section 20, 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. (CWC Homes Ax)
 2. An Ordinance amending the Future Land Use map of the Comprehensive Plan for the City of Leesburg, changing the Future Land Use map designation of certain property containing approximately 0.46 acres, being generally located on the West side of Sleepy Hollow Road and North of Old Tavares Road, lying in Section 20, Township 19 South, Range 25 East, Lake County, Florida from Lake County Urban Low Density to City of Leesburg Estate; and providing an effective date. (CWC SSCP Old Tavares Road - SSCP)
 3. An Ordinance of the City of Leesburg, Florida, Rezoning approximately 0.46 +/- acres from Lake County R-1 (Rural Residential) to City R-1 (Low Density Residential) for a property generally located West of Sleepy Hollow Road and North of Old Tavares Road, as legally described in Section 20, Township 19 South, Range 25 East, Lake County, Florida; and providing an effective date. (CWC Old Tavares Road - RZ)
 4. An Ordinance of the City of Leesburg, Florida, modifying the conditions of approval on approximately 19.5 +/- acres for property generally located North of U.S. Highway 441, West of North Lake Avenue and South of Bentley Road, as legally described in Section 30, Township 19 South, Range 25 East, Lake County, Florida; and providing an effective date. (Lake Griffin Reserve PDO Amendment)

5. **An Ordinance of the City of Leesburg, Florida, Vacating the existing 15 Foot Ingress/Egress and Utility Easements and the existing 7.5 Foot Ingress/Egress and Utility Easements consisting of approximately 27,367 Square Feet, generally located between Montclair Road and Carver Drive within Lot 3 of the Leesburg Industrial Center Plat, as Recorded in Plat Book 49, Page 27 of the Public Records of Lake County, Florida; and providing an effective date. (Leesburg Industrial Center -FedEx Vacate)**

B. FIRST READING OF ORDINANCES

1. **NONE**

C. NON-ROUTINE ITEMS

1. **NONE**

7. INFORMATIONAL REPORTS:

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

- A. NONE**

8. CITY ATTORNEY ITEMS:

9. CITY MANAGER ITEMS:

10. ROLL CALL:

11. ADJOURN:

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

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

**AGENDA MINUTES
CITY COMMISSION MEETING
VENETIAN CENTER, 1 DOZIER COURT
MONDAY, JANUARY 4, 2021 5:30 PM**

1. CALL TO ORDER

The City of Leesburg Commission held a regular meeting Monday, January 4, 2021, 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, the news media, and others.

INVOCATION

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

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

2. INSTALL COMMISSIONERS

A. JIMMY BURRY

CC Purvis swore in Jimmy Burry to serve as Commissioner for Seat 1, District 1, for a four-year term.

B. JAY CONNELL

CC Purvis swore in Jay Connell to serve as Commissioner for Seat 3, District 3, for a four-year term.

3. ELECT MAYOR

Commissioner Robuck nominated Commissioner John Christian for Mayor and Commissioner Pederson seconded the motion.

Nomination was approved unanimously.

CM Minner passed the gavel to Mayor Christian.

Mayor Christian thanked the Commission for their trust and confidence and to the city staff, look forward to a great year.

4. ELECT MAYOR PRO TEM

Commissioner Robuck nominated Commissioner Mike Pederson for Mayor Pro Tem and Commissioner Burry seconded the motion.

Nomination was approved unanimously.

5. PRESENT PLAQUE TO OUTGOING COMMISSIONER JAY HURLEY

Mayor Christian presented Commissioner Jay Hurley with a plaque for his eight years of dedicated service on the Leesburg City Commission.

Commissioner Hurley said it has been a great eight years; absolutely enjoyed it. He hopes the city feels that he left it a little better than when he got here. For him Venetian Gardens was one of the things he campaigned on and he is proud of this building and all we have accomplished. He is supportive of this next commission and looks forward to what it will accomplish. To the City of Leesburg, Thank you for allowing me to serve.

6. PRESENT PLAQUE TO OUTGOING MAYOR ELISE A. DENNISON

Mayor Christian presented Commissioner Elise Dennison with a plaque for her eight years of dedicated service on the Leesburg City Commission and a second plaque for her service as Mayor for 2020.

Commissioner Dennison thanked everyone present and in the city for their support over the last eight years; we have accomplished an awful lot for the city. She hopes this new commission will be able to continue on making Leesburg a great city in Florida. She thanked Commissioner Hurley, and stated she thinks they worked well together, and worked well as a commission. She wishes Leesburg good luck, she will still be around and Thank you she appreciates it very much.

7. APPOINTMENTS

A. Commission Appointments for 2021

Personnel Committee (called as required)

Commissioner Pederson
Mayor Christian

Lake Community Action Agency, Inc., Board of Directors

Mayor Christian

Commissioner Burry, alternate

Lake County League of Cities Board of Directors

Commissioner Pederson

Commission Connell, alternate

Florida League of Cities

Commissioner Pederson

Mayor Christian, alternate

Metropolitan Planning Organization

Commissioner Robuck

Commissioner Burry, alternate

St John's River Water Management District Liaison

Commissioner Burry

Florida Municipal Power Agency

Electric Director Brad Chase

City Manager Al Minner, alternate

Finance Director James "Jim" Williams, alternate

Florida Municipal Electric Association

Electric Director Brad Chase

City Manager Al Minner, alternate

Florida Municipal Power Agency Policy Makers Liaison Committee

Commissioner Robuck

Commissioner Burry, alternate

Leesburg Center for the Arts

Commissioner Pederson

Leesburg Partnership

Commissioner Burry

Commissioner Connell, alternate

8. CITY MANAGER ITEMS:

CM Minner inquired of the Commission if they had their representative appointments for the Airport Advisory Board and the Parks & Recreation Advisory Board or if they would like an item on the January 11 agenda. Commission had names ready.

Airport Advisory Board:

Mayor Christian appointed Fred Griffin, Jr.

Commissioner Robuck kept Byron Oldham

Commissioner Pederson kept Bo Wroten

Commissioner Burry appointed Tweet Coleman
Commissioner Connell appointed Alan Reisman

Parks & Recreation Advisory Board:

Mayor Christian kept Wendell Perry
Commissioner Robuck kept Jeff Sustarsic
Commissioner Pederson kept Joanie Smalley
Commissioner Burry appointed Roger Croft
Commissioner Connell appointed Clay Bell

Roll call on advisory board appointments:

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

9. ROLL CALL:

Commissioner Pederson welcomed our new commissioners, stating he is excited to with both of them and getting to know them better; it is going to be a great couple of years. He wished everyone a Happy New Year.

Commissioner Robuck said he looks forward to a great year with a new commission. He appreciates everything that the outgoing Mayor Dennison and Commissioner Hurley did for the city as well. Good things are in store.

Commissioner Burry appreciates the opportunity to be here. He is glad to have a part in serving the City of Leesburg and looks forward to the next four years.

Commissioner Connell stated he looks forward to working on the commission. He has worked for a lot of years on the other side of the table, so it is going to be a little different for him, but he is looking forward to it.

Mayor Christian again Thanked the commission for its support and confidence and welcomed the two new commissioners. He has known Jimmy when the two worked on the Recreation authority many years ago, and working with Jay in the building department, so he knows the city. Mayor thanked them both, they love the City of Leesburg which is just going to be a continuation of the great work we have been doing. He thinks the city manager and his staff have done a great job. Speaking of Commissioners Hurley and Dennison, he stated they did not always agree as a commission, but thinks when they walked out of the room, all love the city, as well as Commissioners Robuck and Pederson. Mayor looks forward to a great year for the City of Leesburg and our residents. He welcomes a great dialogue and asks that we be civil with one another, we are all gentlemen, so he would expect us to continue to act like gentlemen no matter what kind of meeting we are in, whether contentious or not. God bless everyone and Happy New Year.

10. 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.

Meeting adjourned at 5:52 p.m.

John Christian, Mayor

ATTEST:

City Clerk

**AGENDA MINUTES
CITY COMMISSION MEETING
VENETIAN CENTER, 1 DOZIER COURT
MONDAY, NOVEMBER 23, 2020 5:30 PM**

1. CALL TO ORDER

The City of Leesburg Commission held a regular meeting Monday, November 23, 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.

INVOCATION

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

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

2. PROCLAMATIONS

There were none.

3. PRESENTATIONS

A. Service Award Recognition of Clell Coleman

Planning and Zoning Manager (PZM) Dan Miller presented Mr. Clell Coleman with a service recognition plaque for his dedication and service to the citizens of Leesburg. Mr. Coleman has served the City 40 plus years; starting out on the city's Board of Adjustments and when that became the Planning Commission, Mr. Coleman remained on the board. Mr. Coleman thanked the Commission and stated he is very fortunate to have such a good staff. In all his years of service, he can only remember two cases where they did not like having to do it, but by the book they had to. He mentioned Charlie Strickland, a long time member on the city Commission, who got him started on this journey. He thanked the commission.

B. Certification Results of the November 3, 2020 Election

Mayor Dennison read the Certificate of the Lake County Canvassing Board for the November 3, 2020 election.

Seat 1, District 1

Jimmy Burry received 1,763 votes

Alan Reisman received 1,343 votes

Seat 3, District 3

Jay Connell received 2,502 votes

Jazmin Felix received 1,133 votes

Fred Griffin, Jr. received 1,128 votes

Leesburg Ordinance 20-25

Referendum to change City Commission Districts to Five Single Member Districts rather than Three Single Member and Two At-Large Districts:

Yes for Approval 6,975 votes

No for Rejection 3,335 Votes

Certificate was signed by County Judge Nimeth, Supervisor of Election Hays, and BOCC Chair Hill on November 13, 2020.

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.

Tracey Samples, President DLBA, thanked the Commission and City Manager for the CARES Act funding; stating many businesses have received a check. Thank you for all the extra work we know you put in.

5. CONSENT AGENDA:

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

Items pulled for discussion:

5.B.3.A and 5.B.3.B - Agreements with Perconti Data Systems

5.B.5 - PCDG Construction, LLC - Improvement agreement to Sleepy Hollow Sports Complex

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

The roll call vote was:

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

Five years, no nays, the Commission adopted the Consent Agenda, as follows:
(Each item has it coordinating Resolution number listed below the header)

A. CITY COMMISSION MEETING MINUTES:

1. Regular meeting held November 9, 2020

B. PURCHASING ITEMS:

1. Purchase request by Fleet Services for the purchase of two (2) replacement mini-excavators from Synergy Equipment, Inc. for a total cost of \$87,066.88.
2. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a corrected Amendment 3 to fix scrivener's error with NFP for financial advisory services; and providing an effective date.

Resolution 10,755

4. Ratification of City Manager emergency purchase approval for four (4) Ford F-150 Responder police vehicles for \$138,380.00.
6. Purchase request by the Electric Department of a hydraulic underground conductor puller to replace an 18 year old piece of equipment for \$192,075.00.
7. Purchase request for notebook and mini-desktop computers from Staples Technology Solutions for an amount of \$62,645.71.

C. RESOLUTIONS:

1. Resolution of the City Commission of the City of Leesburg, Florida, setting new rates for providing meter treater surge protection devices to electric utility customers requesting such services; imposing an installation fee for future installations of this service; setting a date for the charges imposed by

this Resolution to commence; and providing an effective date.

Resolution 10,756

2. **Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute an Amendment 2 to Professional Services Agreement with Hoyle, Tanner and Associates, Inc., to provide Gopher Tortoise Relocation services related to the Runway 13/31 Rehabilitation Construction project at the Leesburg International Airport for an amount of \$6,817.00; and providing an effective date.**

Resolution 10,757

3. **Resolution of the City Commission of the City of Leesburg, Florida accepting and approving the City of Leesburg Electric Department's North American Electric Reliability Corporation (NERC) documentation, including the 2020 Annual NERC Compliance Annual Review Report, the 2019 NERC Internal Compliance Monitoring and Enforcement Program Document, the 2019 Internal Controls for Compliance Monitoring Policy, and the 2020 NERC Compliance Program City Commission Presentation; and providing an effective date.**

Resolution 10,758

4. **Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute Amendment 1 to Municipal Solid Waste Disposal and Services Agreement with Covanta Lake II, Inc. for continued disposal of municipal solid waste; and providing an effective date.**

Resolution 10,759

3. **Resolution executing agreements for the purchase of new Community Development (Building Services / Planning & Zoning / Code Enforcement) software platform.**
 - a. **Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Non-Exclusive End-User License Agreement with Perconti Data Systems for a cost of \$246,400.00; and providing an effective date.**

ADOPTED RESOLUTION 10,760

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

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

Mayor Dennison requested comments from the Commission and the audience.

Mayor Dennison said she pulled this item because it appeared only to have page 2, there was no definition or no clarification for this quarter million dollars that she could find. **CM Minner** replied essentially this is to purchase the new software equipment for the Building and Planning & Zoning departments to help process the permits, etc. It was part of the fiscal year 21 pledge process. A solicitation was done, there is a ranking and the preferred alternative was \$246,000.

Roll call vote was:

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

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

- b. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Maintenance and Support Agreement with Perconti Data Systems, Inc.; and providing an effective date.**

ADOPTED RESOLUTION 10,761

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

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

Mayor Dennison requested comments from the Commission and the audience.

Mayor Dennison inquired if both items, A & B, are \$246,000 each. **CM Minner** replied the \$246,000 is the grand total, being split between the general fund and the building fund. **Purchasing Manager (PM) Mike Thornton** stated the first item (A) is to purchase the software, and the second item (B) is for the annual support agreement, which will not take affect until January of 2022. The total purchase price for the software is being taken from the building fund according to the agenda memo.

The roll call vote was:

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

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

5. **Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute an Agreement for improvements to the Sleepy Hollow Sports Complex in preparation for NCAA Softball competition with PCDG Construction, LLC for an amount of \$269,037.04; and providing an effective date.**

ADOPTED RESOLUTION 10,762

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

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

Mayor Dennison requested comments from the Commission and the audience.

Commissioner Pederson asked for clarification as to if the money has already been received from the county. He supports this either way, just wants clarification. **CM Minner** replied the money from the county is reimbursable; so we have to spend it and then get it paid.

Commissioner Pederson thinks this is great for the city, and does not know if this can be handled on a staff level, but the road into this complex is not impressive and will all these people coming to town, he would like to see that road resurfaced or improved. **CM Minner** stated there are a couple things in there because that number came in under budget so, a) we need to do some signage upgrades, and b) we do have some additional gas tax money that we can look to do an overlay on that road.

Mayor Dennison asked if we have received approval from the NCAA. **CM Minner** replied we have not, so we are still not spending all this money until we receive that and we are very close. Every college in the Big 10 is going through their medical staff to get approvals on how they handle COVID planning; going sport by sport. We hope to get this approval as soon as possible and once received he will report back to the Commission.

The roll call vote was:

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

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

6. **PUBLIC HEARINGS AND NON-ROUTINE ITEMS:
NONE**

7. **INFORMATIONAL REPORTS:
The following reports are provided to the Commission in accordance with the Charter/Ordinances. No action required. NONE**

8. CITY ATTORNEY ITEMS:

CA Morrison had nothing.

9. CITY MANAGER ITEMS:

CM Minner gave a quick CARES Act update. Of the 1.2 million we received we have spent most of that to date. We did receive the county money, so we did not have to play the shuffle the deck game. Category 1 was paid out to the mall; Category 3 was paid out on the first come, first serve basis. This category received over a 100 grant applications and we paid up to about two-thirds or 72 grants. Of those 72, there are probably about 3 or 4 that were denied based on 1) the business was not in corporate city limits, 2) there was only one actually that did not provide enough information. City manager did petition the county for additional CARES Act funds to replenish Category 3 and we should hear back on that by the end of the month. Again, all county CARES Act money has to be spent by the end of the year. Category 2, the downtown business owners grants, is the only grant not paid out. He thinks about 14 grants were issued and there is about \$100,000 remaining, so if you own a facility downtown, the Historic district, or that box of Magnolia to Meadow, 3rd to 9th, contact the city manager's office to see if you qualify and get that grant application submitted.

Commissioner Pederson stated he is still receiving phone calls from the downtown property owners; they are confused and think this is an automatic to receive the funding. He has told them they need to complete the application. **CM Minner** stated correct, we have had this conversation. The important thing for all categories, especially Category 2, we need you to fill out the application, provide that necessary documentation that makes the grants payable; this is needed to give to the county for the Federal track to justify the funds. Please to to the city website or the city manager's office for more information. It is pretty seamless, but we need that application completed and submitted.

10. ROLL CALL:

Commissioner Pederson had nothing.

Commissioner Hurley thinks the Partnership, downtown merchants, and the Chamber could assist with getting the word out about the grant applications. He asked now that our meetings have slowed down, other than we we think a big meeting is coming, how likely are we to move back to the chamber at City Hall. **CM Minner** replied that is really at the commission's discretion. He thinks all commissioners have different opinions about spreading out the six feet and those type things. He does not think there is anything in the Governor's executive order that would prohibit that, so it is really a matter where this body wants to meet. **Commissioner Hurley** wished everyone a Happy Thanksgiving. This year was a lot for him and you put things in perspective and realize in life that the most important thing you have is relationships with your family and friends. He encouraged everyone this year at Thanksgiving if you look around and start to feel sorry for yourself, it means you are looking at the wrong people; look at those who are less fortunate than you and those who do not have relationships and the things God has blessed you with and you will realize just how much you have to be thankful for this Thanksgiving.

Commissioner Robuck stated **Commissioner Hurley** said it so much more eloquently, so he will just say Happy Thanksgiving.

Commissioner Christian wished everyone a Happy Thanksgiving and please stay safe. We have heard

the news reports about trying to limit family interactions and social distancing. He had a particular church family who was visiting family in Maryland, being safe and cautious; kids and grandkids came, and 12 family members contracted COVID-19. So, please be safe, of course you do what you want to do but he just prays that we all are responsible and as Commissioner Hurley mentioned, he loves his family so much that he told them to stay home this Thanksgiving; he'll catch them once things clear up. Again this year, his church will be feeding the community as they have always done; this year will be a drive through, pick up your food and go. Commissioner Christian inquired of the city manager, on the \$100,000 dollars left over, once we get the word out, after the drop date that we find other ways to distribute this money if nobody picks it up. **CM Minner** replied let's get the word out, he has spoken with Jeff Cole, county manager, about shifting those funds over, if not collected, and suggests that we shift that money back into Category 3 and pay that out. Probably give that to about mid-December.

Commissioner Christian stated a church pastor called him regarding a conflict he is having with another facility. He, the city attorney and city manager have been working on this and one of the issues is that another group rented a building that sits right in front of this church. The pastor feels there is kind of a conflict with this motorcycle club that is renting this building with very limited parking. The church just spent 1.3 million in renovations and the pastor feels this is very unfair for this club to rent this building, probably 10 feet from their children area, that will be consuming alcohol. City staff is working on this but Commissioner Christian wants to go on record that he thinks this is not how our laws should be interpreted. Hopefully this can be remedied and that a person who invests 1.3 million in a facility does not have to get impacted by someone renting a building right in front of their facility and negligently affects what they do.

Mayor Dennison stated she understands the power and trucks are working on the new restored runway. Her request is that the city manager, Al, and Tracey sit down with our Airport Advisory Board chairman Alan Reisman and try to determine what our interaction with that board should be going forward. Also, what can be done about the ramp because we paid 2 million dollars for that seaplane ramp and right now that ramp is closed. **CM Minner** believes that may just be a rumor. **Airport Manager (AM) Tracey Dean** stated the seaplane ramp is open, it will remain open for the entirety of the construction project, but with any project because of the way our infrastructure is, there are some inconveniences. There is a section of Alpha that is currently closed because it is in part of the construction safety and phasing plan that was approved by the FAA, so essentially it is part of the haul route where they are taking dirt out. It does not necessarily need to be closed for the entirety of the project, but for right now it is. Pilots can still use the seaplane ramp, but from there they cannot access other sources. If they truly need the FBO and are looking for fuel, then the FBO can easily come to them with their mobile trucks. **CM Minner** stated taxiway A or Alpha is parallel to runway 31/13. **AM Dean** replied correct. **Mayor Dennison** again requested that Al and Tracey please sit down the Alan to make sure because she is hearing, even right now, that this is not what is happening. She stated on Saturday the school board is having the Christmas trees at the mall which is the lighting of the trees and doing the auctioning by the kids who put all these trees together. It is usually a good time, so if you have an opportunity please stop by the mall. Also, Leesburg's Christmas parade is Saturday, the first week of December, at 6:00 p.m. Prior to that is the Christmas stroll and many of these things are open, so please support the issues and have a good time. Thanksgiving, she wants to wish all a very happy thanksgiving, and yes we would ask you to watch the number of people at your house. Please take precautions because we do not want to lose anyone or have you go through an illness for the holidays. Thank you and Happy Thanksgiving.

11. ADJOURN:

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

THE MEETING.

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

The meeting adjourned at 6:02 p.m.

ATTEST:

John Christian, Mayor

City Clerk

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.B.1.

Meeting Date: January 11, 2021

From: Mike Thornton, (Purchasing Manager)

Subject: Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Participation Agreement with Johnson-Laux Construction, Inc. for Job Order Contracting services on construction and renovation projects as needed; and providing an effective date.

Staff Recommendation:

Staff recommends approval of the Resolution authorizing execution of the Participation Agreement with Johnson-Laux Construction, Inc. for construction and renovation services on an as needed basis through a Job Order Contracting project delivery method.

Analysis:

The purpose of this Resolution is to establish an Agreement for Job Order Contracting Services for use by all areas of the City for construction related services. Job Order Contracting (JOC) is a construction services project delivery method that is intended to shorten the time necessary to start and complete repair, renovation, and construction projects. JOC can be used on any type of construction project from very simple repairs and renovations to smaller construction projects. JOC can be used for vertical, or building type construction as well as horizontal utility construction. JOC, however, isn't typically an ideal choice for new construction of larger projects. Job Order Contracting is an indefinite-delivery, indefinite-quantity (IDIQ) project delivery method. This means that multiple projects can be completed over the life of one long-term contract, as opposed to the single-project contracts used in the other project delivery methods listed below.

Job Order Contracting is one of 5 common project delivery methods for construction related services and construction projects. The 5 common project delivery methods are: 1) design-bid-build (DBB), 2) design-build (DB); 3) Construction Manager at Risk (CMAR), 4) Job Order Contracting (JOC), and 5) Multiple Award Task Order Contract (MATOC). The City of Leesburg has used methods 1, 2, & 3 on several projects. JOC will add one more tool to the City's construction tool box for quick procurement and delivery of smaller construction projects, renovations, and repairs.

The JOC project delivery method is predicated on a catalog of construction tasks with preset prices, that catalog is called a Construction Task Catalog (CTC), that lives for the entirety of the contract. The CTC is developed and maintained by Gordian and is the corner stone of their ezIQC Job Order Contracting services. the CTC contains all common construction tasks and has the unit price for those tasks. The

cost of those tasks contain local material, labor and equipment pricing along with the specifications of what work and material is included in each task.

Each project will be preceded by a Joint Scope Meeting to make sure all parties agree on what work needs to be completed and to set a Detailed Scope of Work for the project. Once the scope is set, the contractor will submit a Price Proposal for the total project cost, the owner will review the Price Proposal and work will get started. Procurement for traditional projects can take much longer than that. JOC cuts that down to a few weeks. The preset pricing makes sure that cost overruns are minimized.

Procurement Analysis:

Procurement is recommended the City execute the Participation Agreement with Johnson-Laure Construction, Inc. (JLC) using the Sourcewell cooperative contract award. The City has used the Sourcewell on many other purchases and is a valuable resource for obtaining required commodities for the City.

In this Agreement the City and Johnson-Laure Construction, Inc. will provide the construction services.

JLC uses the Gordian ezIQC program for their pricing. Sourcewell holds a separate services Agreement with Gordian to administer the JOC program. Gordian provides the Construction Task Catalog (CTC) to the Sourcewell awarded contractors, JLC in this case. Gordian also reviews all pricing proposals prepared by JLC to ensure it is in accordance with the CTC. JLC then adds a 'factor' to each cost which is their markup for general conditions and profit. All pricing associated with the CTC task is for subcontractor labor, materials, and equipment. JLC does not make any profit on the individual task other than their factor.

One concern was how would this affect local sub-contractors and their ability to participate in the traditional design-bid-build or CMAR project delivery methods the City uses. Johnson-Laure Construction, Inc. is committed to using local sub-contractors for work performed on City projects.

Provided the sub-contractor can perform the work for the already assigned regional cost of the construction task. The City's Procurement Division will monitor sub-contractors used on City projects under the JOC to ensure local sub-contractors are provided the opportunity to participate.

Options:

1. Approve the Resolution authorizing execution of the Participation Agreement with Johnson-Laure Construction, Inc.; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

There is no fiscal impact with approval of this resolution and execution of the Agreement. The Agreement merely puts a tool in place for staff to use for construction related services. When services under the Agreement are required staff will bring that expenditure to the City Commission should the value of the work warrant Commission approval.

Submission Date and Time: 1/6/2021 3:43:16 PM

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A
PARTICIPATION AGREEMENT WITH JOHNSON-LAUX CONSTRUCTION,
INC. FOR JOB ORDER CONTRACTING SERVICES ON CONSTRUCTION
AND RENOVATION PROJECTS AS NEEDED; 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 Johnson-Laux Construction, Inc. whose address is 650 Garden Commerce Parkway, Suite 100, Winter Garden, Florida 34787 for construction services provided under a Job Order Contracting project delivery method pursuant to Sourcewell Contract number FL-ECA-GC03-121918-JLC.

THAT all future expenditures for construction services under this Participation Agreement are approved provided Commission has appropriated funds in the applicable fiscal year. Should the department fail to budget funds for orders under this Agreement or purchases exceed the appropriated funds, commission approval for any orders will be required.

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 11th day of January 2021.

Mayor

ATTEST:

City Clerk

Q. What is ezIQC®?

A: ezIQC is an indefinite delivery/indefinite quantity (IDIQ) procurement process that helps facility and infrastructure owners complete many repairs, renovation and straightforward new construction projects with a single, competitively-awarded contract. Unlike traditional bidding where each project is identified, designed and then put out to bid, ezIQC is made available through cooperative purchasing networks who have satisfied the competitive bid process up front. This eliminates the need to repeat the bid process on a project by project basis.

Gordian's ezIQC solution is another tool in the procurement toolbox for expediting construction projects. Gordian's localized construction cost data, software and expert field personnel help guide owners through each step of the process, ensuring cost and timing efficiencies are maximized right from the start.

Q. How Long Has ezIQC Been Around?

A: ezIQC was brought to the cooperative landscape in 2008. Gordian created ezIQC to help tackle the demanding requirements, tight timeframes and stringent, complicated competitive bidding requirements placed on public and educational facility managers all across the country. The purpose of ezIQC is to simplify the process of completing routine and/or straightforward repair, renovation, alteration and new construction projects. Since its inception, thousands of projects have been completed using Gordian's ezIQC solution.

Q. How Does ezIQC Ensure a Higher Quality of Work?

A: Since the competitive bid process is already complete, facility and infrastructure owners are able to include the contractor at the inception of a project. This allows the contractor to provide professional input and advice as to how to complete a project more effectively. ezIQC motivates the awarded contractor to meet and exceed the owner's expectations of quality, timely construction through a performance-based contract. The owner is not obligated to give the contractor more work, therefore encouraging them a collaborative and lasting relationship.

Q. How Does ezIQC Save Money?

A: Budgetary control and cost savings is a cornerstone of Gordian's ezIQC solution. The owner does not have to repeat the entire procurement cycle for each project, so the cost of procuring projects is less. The upfront and open collaboration allows the awarded contractors to provide their professional insight which can lead to greater project success and immediate value engineering to ensure budgets are met. Contractors also see a benefit in ezIQC as they are not having to continuously respond to public facility bids which costs them valuable time and money. Because contractors are bidding on a series of project opportunity not just a single project, they often provide volume discounts in their construction costs.

Q. How Does ezIQC Save Time?

A: The traditional design-bid-build cycle typically takes months to complete and uses a significant amount of agency administrative and technical resources. With ezIQC, you can immediately access local contractors through a competitively-awarded contract with a cooperative agency. There is no need for preparing, copying, advertising and distributing bid packages for each project. The procurement process takes weeks instead of months.

Q. What Is the Construction Task Catalog®?

A: The Construction Task Catalog® (CTC) accesses data from Gordian's construction cost database of more than 275,000 Tasks with associated costs for all areas of construction. Each Task includes a detailed description, unit of measurement, unit price and, where applicable, demolition cost. The labor, material and equipment price components are updated to reflect local prices, prevailing wages and working conditions at the time of publishing. There are a set of Technical Specifications for each of the construction tasks and general conditions that contain the specific contract language concerning the execution of the contract.

The awarded contractor has competitively bid an Adjustment Factor to the pre-established Unit Prices, so the owner is assured a competitive price for each element of a project's Scope of Work.

Q. How Are Change Orders Handled?

A: Change orders are significantly reduced because the contractor participates in the Joint Scope Meeting with the owner and Gordian field personnel. This upfront, open communication eliminates the misunderstandings and mistakes that lead to most change orders. The owner has the right to change the Scope of Work at any time during the project. With ezIQC, additional work and changes are priced using the preset Unit Prices in the CTC. The performance-based contract ensures the contractor is motivated to be efficient and reduce costs without sacrificing quality or customer satisfaction.

Q. I Am Sensitive to the Use of Local and Minority/Women Subcontractors and Other Considerations. How Is This Handled?

A: ezIQC has a history of attaining and exceeding participation goals. Local, minority and women-owned businesses and residency initiatives can be handled on a project-by-project or program-wide basis. The owner has the right to approve all subcontractors prior to issuance of the purchase order. Any specific conditions of the project, such as bonding or special insurance, is specified in the purchase order and provided to the owner.

Q. What About Price Fluctuations from Year to Year?

A: The Adjustment Factors are modified on the anniversary date of the contract award, based on the Construction Cost Index (CCI) in the Engineering News-Record. The average CCI for the current year is divided by the average CCI for the base year and equals the increase or decrease in the construction costs. The percentage is multiplied by the original Adjustment Factor and thus equals the Adjustment Factor for the next 12 months.

Q. Do I Still Need a Construction Manager? What About Professional Services?

A: Most of the time you don't. The ezIQC contractor is the single point of contact for construction schedule and construction quality. Many agencies use the services of an architect to prepare the contract documents for procurement purposes. With ezIQC, this has already been completed. More complex projects may require engineering and architectural services to define the Scope of Work or for permitting. If architectural or engineering services are required, the ezIQC contractor can obtain these services.

One of the unique benefits of the ezIQC process is the knowledge and expertise Gordian's field personnel provides throughout the process. Gordian will help you prepare a Detailed Scope of Work that describes the work the contractor will perform. Then, seasoned field personnel will review the Price Proposal to make sure the contractor has selected the appropriate Tasks and quantities and will ask the contractor to make any required changes. Only then will the Price Proposal be submitted for final review. The process is streamlined so construction is ready to begin in a fraction of the time than it would normally take to procure a project.

Q. Why Would I Use ezIQC?

A: ezIQC simplifies and expedites the construction procurement process, so work can begin faster. It puts the owner in greater contractual control and increases the quality of work. Changes to the project scope are based on firm prices and Gordian's solutions virtually eliminate defaults, terminations and claims. Owners have access to full-time, performance-based professional construction contractors, working under a competitively-bid contract through a cooperative agency. ezIQC will save time and money, allowing owners to complete more projects.

Q. How Do I Get Started?

A: Go to www.ezIQC.com and enter your project information. A Gordian representative will be in touch to set up a time to meet and discuss the project.

ezIQC® Overview

Streamlined Procurement Through Sourcewell

When you need to get repairs, renovations, upgrades or time-sensitive work underway quickly, Gordian's ezIQC solution, available through Sourcewell, allows you to access competitively-awarded contractors ready to get started on your project immediately. With ezIQC, you avoid the red tape of traditional procurement, issue POs in days and still satisfy your local competitive-bidding requirements. And you can do all this while taking advantage of cooperative volume discounts.



Cost Control

ezIQC establishes local material, labor and equipment pricing upfront in a Construction Task Catalog®, allowing project owners to control costs. Even when changes happen or emergencies strike, ezIQC's preset prices ensure project costs don't get out of hand.



Time Savings

Project initiation with ezIQC is much simpler and faster than it is with traditional construction procurement methods. With a pool of contractors readily available and preset pricing for Tasks, projects can start in a matter of days.



Quality Work

An experienced Gordian representative will work with you and your awarded contractor to ensure quality every step of the way. Gordian assists in the development of a Detailed Scope of Work and ensures the Price Proposal is accurate, so you can rest assured your project is done right.

"It's an easy way for you to get quality projects done. We love it. I've passed it to other towns, and they love it, too."

Susan Bransfield, City of Portland, CT



Each Project Follows the Same Simple Five-Step Process:



1. Joint Scope Meeting

Once project information is received, Gordian will contact you to schedule a Joint Scope Meeting at the site to help you and the contractor agree on the details of the work to be performed. This meeting allows the contractor to inspect the site and ask questions before submitting a Price Proposal, helping to eliminate misunderstandings and mistakes. This upfront, open communication often results in more cost-effective, collaborative solutions.

2. Detailed Scope of Work

Gordian helps you prepare a Detailed Scope of Work that describes the work the contractor will perform. The Detailed Scope of Work will be sent along with the Request for Proposal to the contractor.

3. Price Proposal

The contractor prepares a Price Proposal by selecting the appropriate tasks from Gordian's Construction Task Catalog® (CTC). The contractor submits the Price Proposal along with a construction schedule and list of proposed local contractors.

4. Price Proposal Review

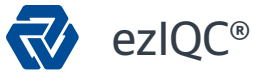
Gordian reviews the Price Proposal to ensure the contractor has selected the appropriate tasks and quantities and will ask the contractor to make any required changes. The reviewed Price Proposal is submitted for your final review.

5. Purchase Order Issued

Once you are 100% satisfied with the Price Proposal, construction schedule, proposed subcontractors and have received and approved any other required documents (e.g. bonds, certificates of insurance, etc.), you can issue a purchase order for the contractor to proceed.

Get Started

1. Go to ezlqc.com
2. Enter your contact information and brief project description
3. We will contact you and walk you through the process



ezIQ in Florida

ezIQ is available in Florida via cooperative purchasing networks through Florida Statute §255. ezIQ brings speed and efficiency to the construction procurement process by establishing local, competitively awarded prices upfront, eliminating the need to bid each project separately. Get started on your projects immediately with ezIQ.

Contractor Service Areas

General Contractor

OmniCon Corporation	1
Johnson-Laux Construction, LLC	1,2,3,4,6
LEE Construction Group, Inc.	1, 2, 3, 4, 5, 6
Astra Construction Services	1, 2, 3, 4, 6
FHP Tectonics Corporation	2, 5
Charles Perry Partners, Inc.	2, 4
Epic Construction, Inc.	2, 4
David Mancini & Sons, Inc.	2
BDI Construction Company	4
Shiff Construction & Development, Inc.	3, 4, 5, 6
Caladesi Construction Company	4
d2 Construction, Inc.	5
Team Contracting, Inc.	5
Danz Contracting, LLC	5
Harbour Construction, Inc.	5

Underground Contractor

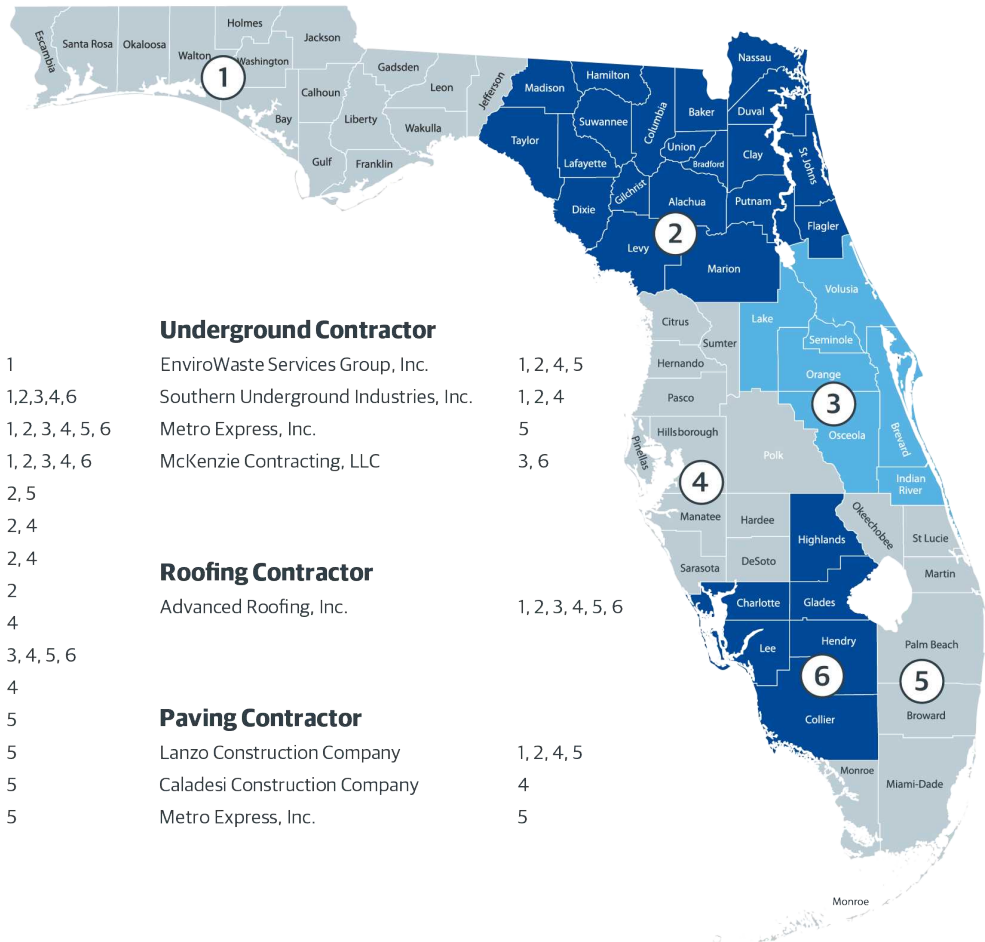
EnviroWaste Services Group, Inc.	1, 2, 4, 5
Southern Underground Industries, Inc.	1, 2, 4
Metro Express, Inc.	5
McKenzie Contracting, LLC	3, 6

Roofing Contractor

Advanced Roofing, Inc.	1, 2, 3, 4, 5, 6
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Paving Contractor

Lanzo Construction Company	1, 2, 4, 5
Caladesi Construction Company	4
Metro Express, Inc.	5



With ezIQ, you can start on repairs, renovations, upgrades or even new construction quickly. Simply visit [ezIQ.com](https://eziq.com) and enter a brief project description. We'll contact you to walk you through the process.

PARTICIPATION AGREEMENT

THIS PARTICIPATION AGREEMENT is made as of the 11th day of January in the year 2021, between **THE CITY OF LEESBURG, FLORIDA**, a Florida Municipal Corporation, whose address is 501 West Meadow Street, Post Office Box 490630, Leesburg, Florida 34749-0630 (hereinafter referred to as the “CITY”), and **JOHNSON-LAUX CONSTRUCTION, LLC** whose address is 650 Garden Commerce Parkway, Suite 100, Winter Garden, Florida 34787 (hereinafter referred to as the “CONTRACTOR”).

WITNESSTH:

WHEREAS, Sourcewell is a local government unit, public corporation and public agency under the laws of the state of Minnesota.

WHEREAS, Sourcewell, formerly National Joint Powers Alliance, was created by Minnesota state law as a service cooperative to provide programs and services to members in education and government.

WHEREAS, the CITY is a member of Sourcewell under member ID #58617 and is eligible to participate in all Sourcewell awarded contracts.

WHEREAS, use of cooperative purchasing agreements can provide additional benefits to the CITY such as expedited procurement and cost savings resulting from larger contract awards than the CITY would be able to achieve on its own;

WHEREAS, the City’s Purchasing Manager has reviewed the Sourcewell solicitation and award process documentation and has found the Sourcewell process to be compliant with CITY policy and sound Public Procurement Best Practices.

WHEREAS, on November 19 & 26, 2018 Sourcewell advertised for Invitation for Bid (IFB) **121918 INDEFINITE QUANTITY CONSTRUCTION AGREEMENT** for the East Central Florida Geographic Area.

WHEREAS, Sourcewell fully evaluated all bid responses received in response to IFB 121918;

WHEREAS, on January 4, 2019 Sourcewell and CONTRACTOR entered into an Indefinite Quantity Construction Contract as a result of IFB 121918;

NOW THEREFORE, for and in consideration of the mutual covenants and promises contained in this Participation Agreement, the CITY and the CONTRACTOR do hereby agree as set forth below:

1. **Recitals.** The above recitals are true and correct and are incorporated herein.

2. **Commodities.** CONTRACTOR hereby agrees to provide the CITY with construction services through a Job Order Contracting project delivery method under the Sourcewell Contract.

This is not an exclusive Agreement. Nothing herein shall limit the CITY'S right to obtain proposals or services from other contractors for same or similar work.

CONTRACTOR may also provide to the CITY additional related commodities that may not be on schedule/contract and considered to be Open Market commodities. The cost of Open Market commodities may be negotiated between the parties.

During the term of this Participation Agreement, any negotiated price, terms or discounts may not be less favorable to the CITY than the price, terms or discounts approved by Sourcewell or any other participating government agency.

3. **Agreement.** This Participation Agreement and the Sourcewell Contract #FL-ECA-GC03-121918-JLC ("Contract") set forth the entire agreement between the parties.

4. **Terms and Conditions.** The terms and conditions of the IQCC Contract between CONTRACTOR and Sourcewell entered into on January 4, 2019 Contract #FL-ECA-GC03-121918-JLC, are hereby expressly incorporated by reference into and made a part of this Participation Agreement. In the event of a conflict between the terms and conditions of the Contract and this Participation Agreement, the terms of the Contract shall govern but only to the extent the terms are not in conflict with Florida Law.

5. **Term.** This Participation Agreement is effective through January 3, 2022, current effective date of the Sourcewell Contract. Should the Sourcewell Contract # FL-ECA-GC03-121918-JLC be extended, this Participation Agreement will also be extended.

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

[Signature page follows.]

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

JOHNSON-LAUX CONSTRUCTION, LLC

By: _____

Printed: _____

Title: _____

CITY OF LEESBURG, FLORIDA

By: _____
Mayor

Attest:

J. Andi Purvis, City Clerk

Approved as to Form:

Fred A. Morrison, City Attorney

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.B.2.

Meeting Date: January 11, 2021

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

Subject: Purchase request by the Fleet Services Division for the purchase of a new aerial device (bucket truck) to replace an existing piece of equipment be assigned to the Electric Department for a cost of \$244,230.00.

Staff Recommendation:

Staff recommends approval of the purchase request to Altec Industries, Inc. for an amount of \$244,230.00.

Analysis:

Commission approved in the Fiscal Year 2021 budget the purchase of one (1) bucket truck to replace an existing unit #4032. The unit being replaced is a 2006 International Chassis with Altec Aerial Device. The unit has 7,825 hours; using a factor of 30 mph those hours equal 234,750 miles. This equipment scored a 44 on the fleet annual equipment condition scoring. A score of 39 or more equals a condition of poor and the equipment should be replaced.

Procurement Analysis:

City purchasing policy allows for the use of Cooperative Agreements. Procurement has identified the Cooperative Contract from Sourcewell (fka National Joint Powers Alliance), offering the equipment the City requires. Altec Industries, Inc. is an awarded Supplier under the Sourcewell Contract. The use of Cooperative Contracts is an efficient method to obtain commodities (goods & services) required by the City. It is recommended the City Commission approve the use of the Sourcewell Cooperative Contract #012418-ALT awarded to Altec Industries, Inc.

Options:

1. Approve the purchase request to Altec Industries, Inc. for an amount not to exceed \$244,230.00;
or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

Funds for this purchase are budgeted and available in the FY21 budget.

Account No.	510-5199-519.64-13
Project No.	FLEET
WF No.	WF1310869 / 001
Requisition	52671
Budget	\$250,000.00
Available	\$250,000.00

Submission Date and Time: 1/6/2021 3:43:09 PM

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.B.3.

Meeting Date: January 11, 2021

From: Mike Thornton, (Purchasing Manager)

Subject: Resolutions authorizing execution of Agreements for Tree Removal, Trimming & Related Services to two (2) Contractors.

Staff Recommendation:

Staff recommends award of Invitation for Bid (IFB) 210041 for Tree Trimming, Removal & Related Services and approve execution of the Agreements with Tip Top Tree Experts, LLC and Native Land & Tree, Inc.

Analysis:

The City requires miscellaneous tree trimming and removal services on an as needed basis. These services will be performed on City property, right of way and along City streets. Some typical uses of these services are: dead tree removal, routine tree and palm trimming, raising the canopy within the street right of way and palm tree seed removal. All City departments will be able to use this contract for tree trimming and removal. This contract is separate from the tree-trimming contract used by the Electric department for line clearing and vegetation management.

Procurement Analysis:

On October 12, 2020 the Procurement Division issued Solicitation 210041. On November 10, 2020 the City received two (2) responses to the IFB. Both responses were reviewed and determined to be responsive and the bidders responsible. Staff is recommending awarding contracts to both respondents, Tip Top Tree Experts, LLC (Weirsdale) and Native Land & Tree, Inc. (Howey In The Hills). Tip Top has held this contract in the past. A detailed bid tabulation of pricing from each Contractor is included here for your review.

The City had a requirement in the Solicitation that the awarded Contractor must be located in Lake or Sumter Counties. This requirement is used based on past problems with Contractors that are located outside Lake and Sumter County. Contractors that are more remote are less likely to respond to calls for smaller jobs. Contractors are less likely or willing to mobilize a crew for a small job such as a fallen limb or hazard limb. If the job will only take an hour or two they are not willing to send a crew on a 3 hour travel time for 1 hours worth of work. The City had to terminate a contract in the past because of this situation.

Options:

1. Approve the Resolutions authorizing approval of the Agreements with Tip Top Tree Experts, LLC and Native Land & Tree, Inc.; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

There is no fiscal impact by approving these resolutions. Expenses will be incurred when departments order work under the contract(s). The Public Works Department budgets for tree trimming services in grounds maintenance and streets divisions annually.

Submission Date and Time: 1/6/2021 3:42:38 PM

DETAILED BID TABULATION
210041 - Tree Trimming, Removal Related Services

Item Description	Est Quantity	Unit	TIP TOP TREE EXPERTS, LLC		NATIVE LAND & TREE, INC.	
			Weirsdale, FL		Howey-In-The-Hills, FL	
			Unit Price	Extended Price	Unit Price	Extended Price
TREE REMOVAL - 0 inch to 6 inches	8	EACH	\$50.00	\$400.00	\$150.00	\$1,200.00
TREE REMOVAL - 7 inches to 12 inches	10	EACH	\$225.00	\$2,250.00	\$315.00	\$3,150.00
TREE REMOVAL - 13 inches to 20 inches	12	EACH	\$750.00	\$9,000.00	\$550.00	\$6,600.00
TREE REMOVAL - 21 inches to 27 inches	14	EACH	\$1,450.00	\$20,300.00	\$850.00	\$11,900.00
TREE REMOVAL - 28 inches to 35 inches	10	EACH	\$1,750.00	\$17,500.00	\$1,300.00	\$13,000.00
TREE REMOVAL - 36 inches to 44 inches	8	EACH	\$1,900.00	\$15,200.00	\$1,800.00	\$14,400.00
TREE REMOVAL - 45 inches to 54 inches	4	EACH	\$1,950.00	\$7,800.00	\$2,200.00	\$8,800.00
TREE REMOVAL - 55 inches to 60 inches	2	EACH	\$1,995.00	\$3,990.00	\$3,500.00	\$7,000.00
TREE REMOVAL - 61 inches or Greater	1	EACH	\$2,000.00	\$2,000.00	\$4,000.00	\$4,000.00
STUMP GRINDING (NO SOD) - 0 inch to 6 inches	2	EACH	\$20.00	\$40.00	\$45.00	\$90.00
STUMP GRINDING (NO SOD) - 7 inches to 12 inches	5	EACH	\$50.00	\$250.00	\$85.00	\$425.00
STUMP GRINDING (NO SOD) - 13 inches to 20 inches	6	EACH	\$60.00	\$360.00	\$150.00	\$900.00
STUMP GRINDING (NO SOD) - 21 inches to 27 inches	7	EACH	\$100.00	\$700.00	\$200.00	\$1,400.00
STUMP GRINDING (NO SOD) - 28 inches to 35 inches	5	EACH	\$125.00	\$625.00	\$225.00	\$1,125.00
STUMP GRINDING (NO SOD) - 36 inches to 44 inches	4	EACH	\$150.00	\$600.00	\$300.00	\$1,200.00
STUMP GRINDING (NO SOD) - 45 inches to 54 inches	2	EACH	\$175.00	\$350.00	\$400.00	\$800.00
STUMP GRINDING (NO SOD) - 55 inches to 60 inches	1	EACH	\$225.00	\$225.00	\$500.00	\$500.00
STUMP GRINDING (NO SOD) - 61 inches or greater	1	EACH	\$275.00	\$275.00	\$600.00	\$600.00
STUMP GRINDING (WITH SOD) - 0 inch to 6 inches	2	EACH	\$40.00	\$80.00	\$65.00	\$130.00
STUMP GRINDING (WITH SOD) - 7 inches to 12 inches	5	EACH	\$75.00	\$375.00	\$105.00	\$525.00
STUMP GRINDING (WITH SOD) - 13 inches to 20 inches	6	EACH	\$80.00	\$480.00	\$175.00	\$1,050.00
STUMP GRINDING (WITH SOD) - 21 inches to 27 inches	7	EACH	\$100.00	\$700.00	\$225.00	\$1,575.00
STUMP GRINDING (WITH SOD) - 28 inches to 35 inches	5	EACH	\$120.00	\$600.00	\$250.00	\$1,250.00
STUMP GRINDING (WITH SOD) - 36 inches to 44 inches	4	EACH	\$200.00	\$800.00	\$325.00	\$1,300.00
STUMP GRINDING (WITH SOD) - 45 inches to 54 inches	2	EACH	\$225.00	\$450.00	\$425.00	\$850.00
STUMP GRINDING (WITH SOD) - 55 inches to 60 inches	1	EACH	\$225.00	\$225.00	\$525.00	\$525.00
STUMP GRINDING (WITH SOD) - 61 inches or greater	1	EACH	\$250.00	\$250.00	\$625.00	\$625.00
STUMP REMOVAL (NO SOD) - 0 inch to 6 inches	1	EACH	\$50.00	\$50.00	\$100.00	\$100.00
STUMP REMOVAL (NO SOD) - 7 inches to 12 inches	1	EACH	\$100.00	\$100.00	\$150.00	\$150.00
STUMP REMOVAL (NO SOD) - 13 inches to 20 inches	1	EACH	\$150.00	\$150.00	\$200.00	\$200.00
STUMP REMOVAL (NO SOD) - 21 inches to 27 inches	1	EACH	\$250.00	\$250.00	\$250.00	\$250.00
STUMP REMOVAL (NO SOD) - 28 inches to 35 inches	1	EACH	\$350.00	\$350.00	\$350.00	\$350.00
STUMP REMOVAL (NO SOD) - 36 inches to 44 inches	1	EACH	\$750.00	\$750.00	\$450.00	\$450.00
STUMP REMOVAL (NO SOD) - 45 inches to 54 inches	1	EACH	\$950.00	\$950.00	\$550.00	\$550.00
STUMP REMOVAL (NO SOD) - 55 inches to 60 inches	1	EACH	\$1,250.00	\$1,250.00	\$650.00	\$650.00
STUMP REMOVAL (NO SOD) - 61 inches or greater	1	EACH	\$1,300.00	\$1,300.00	\$800.00	\$800.00
STUMP REMOVAL (WITH SOD) - 0 inch to 6 inches	1	EACH	\$70.00	\$70.00	\$125.00	\$125.00
STUMP REMOVAL (WITH SOD) - 7 inches to 12 inches	1	EACH	\$125.00	\$125.00	\$175.00	\$175.00
STUMP REMOVAL (WITH SOD) - 13 inches to 20 inches	1	EACH	\$225.00	\$225.00	\$250.00	\$250.00
STUMP REMOVAL (WITH SOD) - 21 inches to 27 inches	1	EACH	\$275.00	\$275.00	\$300.00	\$300.00
STUMP REMOVAL (WITH SOD) - 28 inches to 35 inches	1	EACH	\$400.00	\$400.00	\$375.00	\$375.00
STUMP REMOVAL (WITH SOD) - 36 inches to 44 inches	1	EACH	\$850.00	\$850.00	\$425.00	\$425.00
STUMP REMOVAL (WITH SOD) - 45 inches to 54 inches	1	EACH	\$1,050.00	\$1,050.00	\$550.00	\$550.00

DETAILED BID TABULATION
210041 - Tree Trimming, Removal Related Services

Item Description	Est Quantity	Unit	TIP TOP TREE EXPERTS, LLC		NATIVE LAND & TREE, INC.	
			Weirsdale, FL		Howey-In-The-Hills, FL	
			Unit Price	Extended Price	Unit Price	Extended Price
STUMP REMOVAL (WITH SOD) - 55 inches to 60 inches	1	EACH	\$1,350.00	\$1,350.00	\$600.00	\$600.00
STUMP REMOVAL (WITH SOD) - 61 inches or greater	1	EACH	\$1,600.00	\$1,600.00	\$850.00	\$850.00
TREE SPRAYING - 0 inch to 6 inches	1	EACH	\$25.00	\$25.00	\$0.00	\$0.00
TREE SPRAYING - 7 inches to 12 inches	1	EACH	\$45.00	\$45.00	\$0.00	\$0.00
TREE SPRAYING - 13 inches to 20 inches	1	EACH	\$70.00	\$70.00	\$0.00	\$0.00
TREE SPRAYING - 21 inches to 27 inches	1	EACH	\$85.00	\$85.00	\$0.00	\$0.00
TREE SPRAYING - 28 inches to 35 inches	1	EACH	\$140.00	\$140.00	\$0.00	\$0.00
TREE SPRAYING - 36 inches to 44 inches	1	EACH	\$175.00	\$175.00	\$0.00	\$0.00
TREE SPRAYING - 45 inches to 54 inches	1	EACH	\$190.00	\$190.00	\$0.00	\$0.00
TREE SPRAYING - 55 inches to 60 inches	1	EACH	\$200.00	\$200.00	\$0.00	\$0.00
TREE SPRAYING - 61 inches or greater	1	EACH	\$250.00	\$250.00	\$0.00	\$0.00
TREE TRIMMING: CLASS I - 0 inch to 6 inches	1	EACH	\$25.00	\$25.00	\$75.00	\$75.00
TREE TRIMMING: CLASS I - 7 inch to 12 inches	1	EACH	\$45.00	\$45.00	\$150.00	\$150.00
TREE TRIMMING: CLASS I - 13 inches to 20 inches	1	EACH	\$75.00	\$75.00	\$225.00	\$225.00
TREE TRIMMING: CLASS I - 21 inches to 27 inches	1	EACH	\$175.00	\$175.00	\$275.00	\$275.00
TREE TRIMMING: CLASS I - 28 inches to 35 inches	1	EACH	\$195.00	\$195.00	\$350.00	\$350.00
TREE TRIMMING: CLASS I - 36 inches to 44 inches	1	EACH	\$220.00	\$220.00	\$425.00	\$425.00
TREE TRIMMING: CLASS I - 45 inches to 54 inches	1	EACH	\$260.00	\$260.00	\$500.00	\$500.00
TREE TRIMMING: CLASS I - 55 inches to 60 inches	1	EACH	\$300.00	\$300.00	\$575.00	\$575.00
TREE TRIMMING: CLASS I - 61 inches or greater	1	EACH	\$350.00	\$350.00	\$650.00	\$650.00
TREE TRIMMING: CLASS II - 0 inch to 6 inches	1	EACH	\$350.00	\$350.00	\$100.00	\$100.00
TREE TRIMMING: CLASS II - 7 inch to 12 inches	1	EACH	\$25.00	\$25.00	\$175.00	\$175.00
TREE TRIMMING: CLASS II - 13 inches to 20 inches	1	EACH	\$75.00	\$75.00	\$275.00	\$275.00
TREE TRIMMING: CLASS II - 21 inches to 27 inches	1	EACH	\$175.00	\$175.00	\$375.00	\$375.00
TREE TRIMMING: CLASS II - 28 inches to 35 inches	1	EACH	\$195.00	\$195.00	\$475.00	\$475.00
TREE TRIMMING: CLASS II - 36 inches to 44 inches	1	EACH	\$220.00	\$220.00	\$575.00	\$575.00
TREE TRIMMING: CLASS II - 45 inches to 54 inches	1	EACH	\$260.00	\$260.00	\$675.00	\$675.00
TREE TRIMMING: CLASS II - 55 inches to 60 inches	1	EACH	\$300.00	\$300.00	\$775.00	\$775.00
TREE TRIMMING: CLASS II - 61 inches or greater	1	EACH	\$350.00	\$350.00	\$900.00	\$900.00
TREE TRIMMING: CLASS III - 0 inch to 6 inches	1	EACH	\$20.00	\$20.00	\$125.00	\$125.00
TREE TRIMMING: CLASS III -7 inch to 12 inches	1	EACH	\$40.00	\$40.00	\$250.00	\$250.00
TREE TRIMMING: CLASS III -13 inches to 20 inches	1	EACH	\$70.00	\$70.00	\$375.00	\$375.00
TREE TRIMMING: CLASS III -21 inches to 27 inches	1	EACH	\$145.00	\$145.00	\$550.00	\$550.00
TREE TRIMMING: CLASS III -28 inches to 35 inches	1	EACH	\$175.00	\$175.00	\$700.00	\$700.00
TREE TRIMMING: CLASS III -36 inches to 44 inches	1	EACH	\$195.00	\$195.00	\$850.00	\$850.00
TREE TRIMMING: CLASS III -45 inches to 54 inches	1	EACH	\$200.00	\$200.00	\$1,000.00	\$1,000.00
TREE TRIMMING: CLASS III -55 inches to 60 inches	1	EACH	\$250.00	\$250.00	\$1,100.00	\$1,100.00
TREE TRIMMING: CLASS III -61 inches or greater	1	EACH	\$350.00	\$350.00	\$1,250.00	\$1,250.00
HOURLY RATES - Raising Trees for roadway overhang clearance to 14-feet. Crew to include: 1-Trimmer, 1 Groundsman, 1 Bucket truck w/dump bed and 1 Chipper	250	HOUR(S)	\$169.00	\$42,250.00	\$225.00	\$56,250.00
HOURLY RATES - Additional Grounds Man to provide ground assistnace or MOT where required.	1	HOUR(S)	\$60.00	\$60.00	\$50.00	\$50.00

DETAILED BID TABULATION
210041 - Tree Trimming, Removal Related Services

November 10, 2020
2:00 PM EST

			TIP TOP TREE EXPERTS, LLC		NATIVE LAND & TREE, INC.	
			Weirsdale, FL		Howey-In-The-Hills, FL	
Item Description	Est Quantity	Unit	Unit Price	Extended Price	Unit Price	Extended Price
PALM TREE TRIMMING / FIXED PRICE PER TREE	45	EACH	\$50.00	\$2,250.00	\$40.00	\$1,800.00
PALM TREE REMOVAL / FIXED PRICE PER TREE	20	EACH	\$250.00	\$5,000.00	\$350.00	\$7,000.00
FIXED COST PER TREE - HAZARDOUS CONDITIONS - ALL SIZES	5	EACH	\$350.00	\$1,750.00	\$350.00	\$1,750.00
WEEKEND/AFTER HOURS EMERGENCY RESPONSE PER OCCURRENCE	1	OCCURRENCE	\$450.00	\$450.00	\$250.00	\$250.00
TOTAL BASE BID ALL ITEMS				\$154,900.00		\$172,920.00

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A
FIXED UNIT PRICE AGREEMENT WITH TIP TOP TREE EXPERTS, LLC
FOR TREE TRIMMING, REMOVAL, AND RELATED SERVICES ON AN AS
NEEDED BASIS; 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 TIP TOP TREE EXPERTS, LLC whose address is P.O. BOX 891, for Tree Trimming, Removal and Related Services pursuant to Invitation for Bid 210041.

THAT all future expenditures for commodities (goods & services) ordered under this Agreement are approved provided Commission has appropriated funds in the applicable fiscal year. Should the department fail to budget funds for orders under this Agreement or purchases exceed the appropriated funds, commission approval for any orders will be required.

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 11th day of January 2021.

Mayor

ATTEST:

City Clerk

FIXED UNIT PRICE AGREEMENT FOR CONTRACTOR SERVICES

THIS AGREEMENT is made as of the 11th day of January in the year 2021, between The City of Leesburg, a Florida Municipal Corporation, whose address is 501 West Meadow Street, Post Office Box 490630, Leesburg, Florida 34749-0630 (hereinafter referred to as the “CITY”), and **TIP TOP TREE EXPERTS, LLC** whose address is P.O. Box 891, Weirsdale, Florida 32195 (hereinafter referred to as the “CONTRACTOR”).

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

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

- a. This Agreement; and
- b. Invitation for Bid (IFB) 210041 – TREE TRIMMING REMOVAL & RELATED SERVICES in its entirety; and
- c. The CONTRACTOR’S response to IFB 210041 made electronically on November 10, 2020 at 10:42:15 AM EST.
- d. Contract Pricing – Contract Items – Included here as Attachment ‘A’.
- e. Scope of Work – Specifications – Included here as Attachment ‘B’ and taken from the Invitation for Bid 210041 package.

2. **Scope of Services.** The CONTRACTOR shall furnish the following services generally described as the “**TREE TRIMMING REMOVAL & RELATED SERVICES**” to the CITY as listed in Invitation for Bid 210041. Nothing herein shall limit the CITY’S right to obtain bids or proposals for services from other contractors for same or similar work.

- a. **Additional Services** – The CONTRACTOR, when requested by the CITY, provide services not specifically listed in Attachment ‘A’ but are considered to be similar services that could be provided under this Agreement. Additional Services shall be considered off contract and the CONTRACTOR will provide the CITY a cost proposal prior to work beginning. The City representative must approve proceeding with the Additional Services.

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

4. **Payment.** All invoices shall contain the purchase order number, date and location of services provided quantity of services, CITY pay item number, item description and confirmation of acceptance of the services by the appropriate City representative. Failure to submit invoices in the prescribed manner will delay payment. Payments shall be tendered in

accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes. Payment Terms are Net 30 days.

5. **Term of Agreement.** The Initial Term of the Agreement will be through September 30, 2022.

a. **Option to Renew.** The CITY may renew the Agreement for an additional term or terms ("Renewal Terms") not to exceed a total of two (2) additional years if mutually agreed upon by the CONTRACTOR and the CITY.

6. **Firm Fixed Price Period.** All Pricing will be firm and fixed during the Initial Term of the Agreement. For any Renewal Terms, the CONTRACTOR may request a price adjustment as provided for in the Cost Adjustments section.

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

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

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

8. **Termination for Convenience or Cause.**

a. **For Convenience.** The CITY may terminate this Agreement at any time without cause by providing the CONTRACTOR with SEVEN (7) calendar days advance notice in writing, delivery by email is acceptable. In the event of termination for convenience, all finished or unfinished deliverable items prepared by the CONTRACTOR under this Agreement shall, at the option of the CITY, become the CITY's property. If the Agreement is terminated for convenience by the CITY as provided herein, the CONTRACTOR shall be paid for services satisfactorily completed, less payment or compensation previously made. The CONTRACTOR shall not incur any additional expenses after receiving the written notice of termination.

b. **For Cause or Default.** If, through any cause, the CONTRACTOR should fail to fulfill in a timely and proper manner its obligations under this Agreement, other than for the instances listed below due to "Force Majeure," the CITY will have the right to terminate this Agreement by providing a written notice (Show Cause Notice) to the CONTRACTOR requiring a written response due within FIVE (5) calendar days from receipt of the written notice as to why the Agreement should not be terminated for default. The CITY's Show Cause Notice shall include an Agreement termination date at

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

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

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

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

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

Upon receipt of a termination action, for convenience or cause, the CONTRACTOR shall promptly discontinue all affected work (unless the notice directs otherwise) and deliver or otherwise make available to the City all data, drawings, reports specifications, summaries and other such information, as may have been accumulated by the CONTRACTOR in performing this contract, whether completed or in process.

9. **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.

10. **Insurance Requirements.**

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

- i All required insurance shall be provided by insurers acceptable to the CITY with an A.M. Best rating of at least A: VII.
- ii The CONTRACTOR shall require, and shall be responsible for assuring that any and all of its subcontractors secure and maintain such insurance that are required by law to be provided on behalf of their employees and others until the completion of that subcontractors work.
- iii The required insurance shall be secured and maintained for not less than the limits required by the CITY, or as required by law, whichever is greater.
- iv The required insurance shall not limit the liability of the CONTRACTOR. The CITY does not represent these coverages or amounts to be adequate or sufficient to protect the CONTRACTOR's interests or liabilities, but are merely required minimums.
- iv The provisions of the required insurance are subject to the approval of the City's Risk Manager, and upon request, the CONTRACTOR shall make available certified copies of the various policies for inspection.
- v All liability insurance, except professional liability, shall be written on an occurrence basis.
- vi The CONTRACTOR waives its right of recovery against the CITY to the extent permitted by its insurance policies.
- vii Insurance required of the CONTRACTOR, or any other insurance of the CONTRACTOR shall be considered primary, and insurance of the CITY, if any, shall be considered excess as applicable to any claims which arise out of the agreement, Contract or lease.

b. Certificate of Insurance - The CONTRACTOR shall provide evidence of required minimum insurance by providing the CITY an ACORD or other Certificate of

Insurance in forms acceptable to the Risk Manager for the CITY, before any work under the agreement, Contract or lease begins.

- i Except for workers' compensation and professional liability, the CONTRACTOR's insurance policies shall be endorsed to name the City of Leesburg as additional insured to the extent of the agreement, Contract or lease.
- ii The Certificate(s) of Insurance shall designate the CITY as certificate holder as follows: City of Leesburg, Attn: Purchasing Manager, P.O. Box 490630, Leesburg, Florida 34749-0630.
- iii The Certificate(s) of Insurance shall include a reference to the project and/or purchase order number.
- iv The Certificate(s) of Insurance shall indicate that the CITY shall be notified at least thirty (30) days in advance of cancellation.
- v The Certificate(s) of Insurance shall include all deductibles and/or self-insurance retentions for each line of insurance coverage.
- vi The CONTRACTOR, at the discretion of the Risk Manager for the CITY, shall provide information regarding the amount of claims payments or reserves chargeable to the aggregate amount of the CONTRACTOR's liability coverage(s).

c. Comprehensive General Liability - The CONTRACTOR shall purchase and maintain Commercial General Liability coverage on forms no more restrictive than the latest editions of the Commercial General Liability policies of the Insurance Services Office (ISO). The Commercial General Liability policy shall provide minimum limits of \$1,000,000 per occurrence combined single limit that includes coverage for bodily and personal injury and property damage liability for premises, operations, products and completed operations*, independent Contractors, Contractual liability covering the agreement, Contract or lease, broad form property damage coverage, and property damage resulting from explosion, collapse or underground exposures (x, c, u).

- i. For remodeling and construction projects, the CONTRACTOR shall purchase and maintain products and completed operations coverage for a minimum of three (3) years beyond the CITY's acceptance of the project.

d. Business Automobile Liability - The CONTRACTOR shall purchase and maintain Business Automobile Liability coverage on forms no more restrictive than the latest editions of the Business Automobile Liability policies of the Insurance Services Office (ISO). The Business Automobile Liability policy shall provide minimum limits of \$1,000,000 per occurrence combined single limit that includes coverage for claims for bodily injury and property damage arising from the use of motor vehicles, including on-site and off-site operations, and owned, non-owned and hired vehicles, and employee non-ownership use.

e. Workers' Compensation - The CONTRACTOR shall purchase and maintain Workers' Compensation insurance for all workers' compensation obligations

imposed by state law and with employers liability limits of at least \$100,000 each accident and \$100,000 each employee with \$500,000 policy limit for disease.

12. **Waiver of Lien.** The CONTRACTOR agrees to make payment of all proper charges for labor and materials supplied and CONTRACTOR shall hold harmless the CITY against any claim arising out of any unpaid bills for labor, services, or materials furnished for the project covered by this Agreement.

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

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

15. **Permits, Licenses, and Fees.** CONTRACTOR will obtain and pay for all permits and licenses required by law that are associated with the CONTRACTOR'S performance of the Scope of Services. All permits and licenses required by law or requirements of the Request for Proposal will remain in force for the full duration of this Agreement and any extensions.

16. **Public Records Retention.** CONTRACTOR shall keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the services being provided by CONTRACTOR herein. CONTRACTOR shall provide the public with access to public records on the same terms and conditions that the CITY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes. CONTRACTOR shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law. CONTRACTOR shall meet all requirements for retaining public records and transfer, at no cost, to the CITY all public records in possession of the CONTRACTOR upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided

to the CITY by CONTRACTOR in a format that is compatible with the information technology systems of the CITY.

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

17. **Access to Records.** The services provided under this Agreement may be funded in part by a grant from a government agency other than the CITY. As a requirement of grant funding CONTRACTOR shall make records related to this project available for examination to any local, state or federal government agency, or department, during CONTRACTOR'S normal business hours. Said records will be maintained for a period of five (5) years after the date of the invoice.

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

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

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

will not be responsible to pay for any product or service that does not conform to the contract specifications.

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

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

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

21. **Independent Contractor.** The CONTRACTOR agrees that he or she is an independent contractor and not an agent, joint venture, or employee of the CITY, and nothing in this Agreement shall be construed to be inconsistent with this relationship or status. None of the benefits provided by the CITY to its employees, including but not limited to, workers' compensation insurance, unemployment insurance, or retirement benefits, are available from the CITY to the CONTRACTOR. CONTRACTOR will be responsible for paying his own Federal income tax and self-employment tax, or any other taxes applicable to the compensation paid under this Agreement. The CONTRACTOR shall be solely and primarily responsible for his and her acts during the performance of this Agreement.

22. **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.

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

24. **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.

25. **Approval of Personnel.** The CITY reserves the right to approve the contact person and the persons actually performing the services on behalf of CONTRACTOR pursuant to this Agreement. If CITY, in its sole discretion, is dissatisfied with the contact person or the person or persons actually performing the services on behalf of CONTRACTOR pursuant to this Agreement, CITY may require CONTRACTOR assign a different person or persons be designated to be the contact person or to perform the CONTRACTOR services hereunder.

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

CONTRACTOR Contact Information

Name/Title: Mr. Francois Tasse

Telephone: 352-217-4924

Email Address: tiptoptrees@gmail.com

CITY Contact Information

Name/Title: Mr. Mike Thornton, Purchasing Manager

Telephone: 352-728-9880

Email Address: mike.thornton@leesburgflorida.gov

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

28. **Warranty.** The CONTRACTOR agrees that, unless expressly stated otherwise in the bid or proposal, the product and/or service furnished as a result of an award from this solicitation shall be covered by the most favorable commercial warranty the CONTRACTOR gives to any customer for comparable quantities of products and/or services and the rights and remedies provided herein are in addition to said warranty and do not limit any right afforded to the CITY by any other provision of this solicitation.

The CONTRACTOR hereby acknowledges and agrees that all materials, except where recycled content is specifically requested, supplied by the CONTRACTOR in conjunction with this Agreement shall be new, warranted for their merchantability, and fit for a particular purpose.

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

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

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

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

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

32. **Counterparts.** Original signatures transmitted and received via facsimile or other electronic transmission of a scanned document, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall bind the parties to the same extent as that of an original signature. Any such facsimile or electronic mail transmission shall constitute the final agreement of the parties and conclusive proof of such agreement. Any such electronic counterpart shall be of sufficient quality to be legible either electronically or when printed as hardcopy. The CITY shall determine legibility and acceptability for public record purposes. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

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

[Signature page follows.]

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

TIP TOP TREE EXPERTS, LLC

By: _____

Printed: _____

Its: _____
(Title)

CITY OF LEESBURG, FLORIDA

John Christian, Mayor

ATTEST:

J. Andi Purvis, City Clerk

Approved as to form:

Fred A. Morrison, City Attorney

ATTACHMENT 'A'
TIP TOP TREE EXPERTS, LLC
CONTRACT PRICING

CONTRACT ITEMS			
Item No.	Item Description	Unit	Unit Price
1	TREE REMOVAL - 0 inch to 6 inches	EACH	\$50.00
2	TREE REMOVAL - 7 inches to 12 inches	EACH	\$225.00
3	TREE REMOVAL - 13 inches to 20 inches	EACH	\$750.00
4	TREE REMOVAL - 21 inches to 27 inches	EACH	\$1,450.00
5	TREE REMOVAL - 28 inches to 35 inches	EACH	\$1,750.00
6	TREE REMOVAL - 36 inches to 44 inches	EACH	\$1,900.00
7	TREE REMOVAL - 45 inches to 54 inches	EACH	\$1,950.00
8	TREE REMOVAL - 55 inches to 60 inches	EACH	\$1,995.00
9	TREE REMOVAL - 61 inches or Greater	EACH	\$2,000.00
10	STUMP GRINDING (NO SOD) - 0 inch to 6 inches	EACH	\$20.00
11	STUMP GRINDING (NO SOD) - 7 inches to 12 inches	EACH	\$50.00
12	STUMP GRINDING (NO SOD) - 13 inches to 20 inches	EACH	\$60.00
13	STUMP GRINDING (NO SOD) - 21 inches to 27 inches	EACH	\$100.00
14	STUMP GRINDING (NO SOD) - 28 inches to 35 inches	EACH	\$125.00
15	STUMP GRINDING (NO SOD) - 36 inches to 44 inches	EACH	\$150.00
16	STUMP GRINDING (NO SOD) - 45 inches to 54 inches	EACH	\$175.00
17	STUMP GRINDING (NO SOD) - 55 inches to 60 inches	EACH	\$225.00
18	STUMP GRINDING (NO SOD) - 61 inches or greater	EACH	\$275.00
19	STUMP GRINGING (WITH SOD) - 0 inch to 6 inches	EACH	\$40.00
20	STUMP GRINGING (WITH SOD) - 7 inches to 12 inches	EACH	\$75.00
21	STUMP GRINGING (WITH SOD) - 13 inches to 20 inches	EACH	\$80.00
22	STUMP GRINGING (WITH SOD) - 21 inches to 27 inches	EACH	\$100.00
23	STUMP GRINGING (WITH SOD) - 28 inches to 35 inches	EACH	\$120.00
24	STUMP GRINGING (WITH SOD) - 36 inches to 44 inches	EACH	\$200.00
25	STUMP GRINGING (WITH SOD) - 45 inches to 54 inches	EACH	\$225.00
26	STUMP GRINGING (WITH SOD) - 55 inches to 60 inches	EACH	\$225.00
27	STUMP GRINGING (WITH SOD) - 61 inches or greater	EACH	\$250.00
28	STUMP REMOVAL (NO SOD) - 0 inch to 6 inches	EACH	\$50.00
29	STUMP REMOVAL (NO SOD) - 7 inches to 12 inches	EACH	\$100.00
30	STUMP REMOVAL (NO SOD) - 13 inches to 20 inches	EACH	\$150.00
31	STUMP REMOVAL (NO SOD) - 21 inches to 27 inches	EACH	\$250.00
32	STUMP REMOVAL (NO SOD) - 28 inches to 35 inches	EACH	\$350.00
33	STUMP REMOVAL (NO SOD) - 36 inches to 44 inches	EACH	\$750.00
34	STUMP REMOVAL (NO SOD) - 45 inches to 54 inches	EACH	\$950.00
35	STUMP REMOVAL (NO SOD) - 55 inches to 60 inches	EACH	\$1,250.00
36	STUMP REMOVAL (NO SOD) - 61 inches or greater	EACH	\$1,300.00
37	STUMP REMOVAL (WITH SOD) - 0 inch to 6 inches	EACH	\$70.00
38	STUMP REMOVAL (WITH SOD) - 7 inches to 12 inches	EACH	\$125.00
39	STUMP REMOVAL (WITH SOD) - 13 inches to 20 inches	EACH	\$225.00
40	STUMP REMOVAL (WITH SOD) - 21 inches to 27 inches	EACH	\$275.00
41	STUMP REMOVAL (WITH SOD) - 28 inches to 35 inches	EACH	\$400.00
42	STUMP REMOVAL (WITH SOD) - 36 inches to 44 inches	EACH	\$850.00
43	STUMP REMOVAL (WITH SOD) - 45 inches to 54 inches	EACH	\$1,050.00
44	STUMP REMOVAL (WITH SOD) - 55 inches to 60 inches	EACH	\$1,350.00
45	STUMP REMOVAL (WITH SOD) - 61 inches or greater	EACH	\$1,600.00
46	TREE SPRAYING - 0 inch to 6 inches	EACH	\$25.00
47	TREE SPRAYING - 7 inches to 12 inches	EACH	\$45.00
48	TREE SPRAYING - 13 inches to 20 inches	EACH	\$70.00
49	TREE SPRAYING - 21 inches to 27 inches	EACH	\$85.00
50	TREE SPRAYING - 28 inches to 35 inches	EACH	\$140.00
51	TREE SPRAYING - 36 inches to 44 inches	EACH	\$175.00

ATTACHMENT 'A'
TIP TOP TREE EXPERTS, LLC
CONTRACT PRICING

CONTRACT ITEMS			
Item No.	Item Description	Unit	Unit Price
52	TREE SPRAYING - 45 inches to 54 inches	EACH	\$190.00
53	TREE SPRAYING - 55 inches to 60 inches	EACH	\$200.00
54	TREE SPRAYING - 61 inches or greater	EACH	\$250.00
55	TREE TRIMMING: CLASS I - 0 inch to 6 inches	EACH	\$25.00
56	TREE TRIMMING: CLASS I - 7 inch to 12 inches	EACH	\$45.00
57	TREE TRIMMING: CLASS I - 13 inches to 20 inches	EACH	\$75.00
58	TREE TRIMMING: CLASS I - 21 inches to 27 inches	EACH	\$175.00
59	TREE TRIMMING: CLASS I - 28 inches to 35 inches	EACH	\$195.00
60	TREE TRIMMING: CLASS I - 36 inches to 44 inches	EACH	\$220.00
61	TREE TRIMMING: CLASS I - 45 inches to 54 inches	EACH	\$260.00
62	TREE TRIMMING: CLASS I - 55 inches to 60 inches	EACH	\$300.00
63	TREE TRIMMING: CLASS I - 61 inches or greater	EACH	\$350.00
64	TREE TRIMMING: CLASS II - 0 inch to 6 inches	EACH	\$350.00
65	TREE TRIMMING: CLASS II - 7 inch to 12 inches	EACH	\$25.00
66	TREE TRIMMING: CLASS II - 13 inches to 20 inches	EACH	\$75.00
67	TREE TRIMMING: CLASS II - 21 inches to 27 inches	EACH	\$175.00
68	TREE TRIMMING: CLASS II - 28 inches to 35 inches	EACH	\$195.00
69	TREE TRIMMING: CLASS II - 36 inches to 44 inches	EACH	\$220.00
70	TREE TRIMMING: CLASS II - 45 inches to 54 inches	EACH	\$260.00
71	TREE TRIMMING: CLASS II - 55 inches to 60 inches	EACH	\$300.00
72	TREE TRIMMING: CLASS II - 61 inches or greater	EACH	\$350.00
73	TREE TRIMMING: CLASS III - 0 inch to 6 inches	EACH	\$20.00
74	TREE TRIMMING: CLASS III - 7 inch to 12 inches	EACH	\$40.00
75	TREE TRIMMING: CLASS III - 13 inches to 20 inches	EACH	\$70.00
76	TREE TRIMMING: CLASS III - 21 inches to 27 inches	EACH	\$145.00
77	TREE TRIMMING: CLASS III - 28 inches to 35 inches	EACH	\$175.00
78	TREE TRIMMING: CLASS III - 36 inches to 44 inches	EACH	\$195.00
79	TREE TRIMMING: CLASS III - 45 inches to 54 inches	EACH	\$200.00
80	TREE TRIMMING: CLASS III - 55 inches to 60 inches	EACH	\$250.00
81	TREE TRIMMING: CLASS III - 61 inches or greater	EACH	\$350.00
82	HOURLY RATES - Raising Trees for roadway overhang clearance to 14-feet. Crew to include: 1-Trimmer, 1 Groundsman, 1 Bucket truck w/dump bed and 1 Chipper	HOUR	\$169.00
83	HOURLY RATES - Additional Grounds Man to provide ground assistnace or MOT where required.	HOUR	\$60.00
84	PALM TREE TRIMMING / FIXED PRICE PER TREE	EACH	\$50.00
85	PALM TREE REMOVAL / FIXED PRICE PER TREE	EACH	\$250.00
86	FIXED COST PER TREE - HAZARDOUS CONDITIONS - ALL SIZES	EACH	\$350.00
87	WEEKEND/AFTER HOURS EMERGENCY RESPONSE PER OCCURRENCE	OCCURRENCE	\$450.00

City may order from the Contractor off contract items. Pricing for off contract items will be the best price offered to the Contractor's other customers or less. The Parties may negotiate pricing on off contract items.

SCOPE OF WORK

SW-1. PURPOSE

The purpose of this solicitation is to establish a contract for tree removal, trimming and related services as needed at various locations within the City of Leesburg. The Contractor shall be responsible for the following services:

- Tree Removal
- Tree Trimming
- Stump Grinding
- Stump Removal
- Installation of top soil and sod
- Debris clean up and disposal
- Spraying for disease or insects
- Technical assistance
- Other work as related to tree services

This is an indefinite quantity contract with no guarantee that services will be required. The City does not guarantee a minimum or maximum dollar amount to be expended on any contract resulting from this solicitation. The estimated quantities cited in the Schedule of Bid Items are only estimates and the City may use any quantities to best suit the needs that may arise throughout the term of this agreement.

SW-2. GENERAL REQUIREMENTS

- 2.1. The Contractor shall be experienced with the type of work requested in this solicitation in order to complete the tasks assigned in accordance with the specifications within this document and as directed by the Project Representative. The Contractor shall have the ability and the equipment to complete all work within the specified time.
- 2.2. The City uses a Project Order form (File03-EXAMPLE Project Order Form) that shall be e-mailed to Contractor. The form shall include items, such as but not limited to: the date, location, species of tree(s), size of tree(s) and other details of the work to be done as requested by the Project Representative. No work shall commence without the issuance of this form except in the case of an emergency. If an emergency occurs, the Project Representative may give the Contractor the authority to start the work without the form. If this occurs, the Project Representative shall issue the form at the earliest convenient time.
- 2.3. The Contractor shall base the cost for this service according to the conditions on the Project Order form and the pricing established in the Schedule of Bid Items. This cost shall be all inclusive to include all items, such as but not limited to: Maintenance of Traffic (MOT), equipment, materials, disposal, and labor to complete the tasks as outlined.

ATTACHMENT 'B'

- 2.4. The Contractor shall provide a cost for the requested work detailed in a manner that allows the cost estimate to be tied back to the contract Schedule of Items and pricing.
- 2.5. If the Contractor feels that there is a discrepancy with any of the items stated on the Project Order form, they shall report to the Project Representative and request an onsite visit. The Project Representative and the Contractor shall then meet on site to discuss the differences. If any adjustments are agreed to, the Project Representative shall re-issue the Project Order form with the corrections. The Contractor shall then commence with the work.
- 2.6. The Contractor's acceptance of the Project Order form shall guarantee a not to exceed price for the work to be performed. No change orders, modification of quantities, or addition of line items will be provided after acceptance is provided for the performance of work under the original scope. A new Project Order form will be provided for work differing from the original scope of work documents.
- 2.7. The Contractor shall have ten (10) business days from receipt of the Project Order form to complete the work unless otherwise approved by the Project Representative.
- 2.8. The Contractor shall submit a schedule to the Project Representative within twenty-four (24) hours of receipt of the Project Order form showing the date when the work is to be completed. If for any reason there is a variation of this schedule, the Contractor shall contact the Project Representative by e-mail (preferred method) or fax no later than 9:00 a.m. on the day the work was to be completed.
- 2.9. The Contractor shall be fully responsible for maintaining in good condition all items that are not being removed, such as but not limited to: existing trees, turf, and shrubs situated within the designated right-of-way and on private property adjacent to the area(s) designated on the Project Order form.
- 2.10. All services performed as part of the Contract shall be completed using the best practices methods as set forth by the International Society of Arboriculture (ISA) or to the specifications here within, whichever is more stringent.
- 2.11. If any service is anticipated to take place on adjoining private property, the Contractor shall contact the owner to get permission to enter the property. The Contractor shall also complete, sign, and get the property owner signature on a "Right of Entry Statement". The original of this completed form shall accompany the invoice when submitted.
- 2.12. The Contractor shall guard against tree damage. Climbing irons, spurs, and spikes are permitted only during the complete removal of a tree, and not during any service or limb removal, unless previously agreed upon by the Project Representative. Any tree damage caused by the Contractor shall be

repaired at no cost to the City and to the satisfaction of the Project Representative. If the tree dies due to the actions of the Contractor, the Contractor shall be required to promptly replace the tree with one of equal diameter and growth, or to compensate the City for the loss of the tree in an amount determined by the City to be the fair market value of the damaged tree.

- 2.13. The Contractor shall notify the Project Representative of the completion of each work request within twenty-four (24) hours. The Project Representative, at their discretion, shall inspect the project and acknowledge that the job has been completed satisfactorily.

SW-3. ROADWAY TREE RAISING/TRIMMING

- 3.1. This work shall be performed at the hourly rate bid in the Schedule of Bid Items.
- 3.2. Prior to work beginning Contractor shall meet with the City Representative to review the roadway trimming to be done.
- 3.3. Contractor will prepare a total price to complete the work reviewed based on the contracted hourly rate.
- 3.4. Contractor may add additional grounds people should the work be on a street that will require additional ground work or MOT.
- 3.5. The City Representative will accept the cost and approve the work to be done by issuance of a Project Order form.

SW-4. MEASUREMENT/SPECIAL CONDITIONS

- 4.1. All measurements shall be taken, when possible, at "diameter breast height" (DBH) or approximately four and one-half (4-1/2) feet above the ground. If for some reason the measurement cannot be taken at this height, it shall be taken at a location as close as possible to this height. When there is a multi-trunked tree that is branching from the main trunk or the root system below DBH, each trunk is to be considered a separate tree. If the tree is considered a multi-trunk, the stump will be measured at the point that the split occurs.
- 4.2. Hazardous conditions are defined as trees within or over the top of overhead electrical lines or over buildings. Objects, such as but not limited to: fences, playgrounds, and roads, are not considered hazardous conditions as part of this RFP and no hazard pay shall be given for these items. It shall be noted on Project Order form if the tree qualifies as a hazardous condition.
- 4.3. **Any discrepancy of the size of the tree or if the tree qualifies as a hazard removal, shall be clarified between the Contractor and Project Representative before any work is started. If the Contractor chooses to start the work before the item has been clarified, the Contractor agrees to invoice according to the conditions as stated on the Project Order form and shall be compensated as such.**
- 4.4. The bid prices shall include the removal and proper disposal of all debris resulting from the services as part of this IFB. The Contractor shall rake the area, removing and properly disposing of tree sections, limbs greater than one-quarter (1/4) inch in circumference, bark, leaves, and other related debris. The

City reserves the right to request that some or all of the debris be left on the site for use by the City.

- 4.5. Contractor is permitted to dump the wood chips that have been run through a chipper or stump grindings at the designated location near the City's old landfill on Neely Road. Contractor is **NOT PERMITTED** to dump tree sections and limbs at this site.

SW-5. TREE REMOVAL

- a. The removal of trees shall be accomplished by removing and safely lowering to the ground, suitable sized sections of limbs and trunks, starting at the top and working progressively downward to the ground. All cuts shall be completed in a manner that will prevent free, rapid, and uncontrolled descent of the portion being removed.
- b. The main trunk shall be cut off at or near the ground surface at the direction of the City's Project Representative.
- c. The following size classification shall be used so that a cost for the work can be assessed to the City. Cost for this service shall be priced separately for each size category as outlined in the Schedule of Bid Items.
 1. Trees with a DBH of 0" to 6"
 2. Trees with a DBH of 7" to 12"
 3. Trees with a DBH of 13" to 20"
 4. Trees with a DBH of 21" to 27"
 5. Trees with a DBH of 28" to 35"
 6. Trees with a DBH of 36" to 44"
 7. Trees with a DBH of 45" to 54"
 8. Trees with a DBH of 55" to 60"
 9. Trees with a DBH of 61" or greater

SW-6. STUMP GRINDING

When specified by the Project Representative, the stump and major roots appearing at or above the surface of the ground shall be removed by means of chipping equipment designed specifically for this purpose.

- a. When "stump grinding with no sod" is requested, the stump and associated roots shall be ground to a depth of six (6) inches below the surface of the soil. The resulting wood chips shall be tamped for compression. When completed, a mound of wood chips shall be left at three (3) inches above the surrounding grade.
- b. When "stump grinding with sod" is requested, the stump and associated roots shall be ground to a minimum of eight (8) inches below surface of the surrounding grade. The wood chips resulting from the grinding shall be removed. The resulting hole shall be filled with suitable topsoil and shall be adequately compacted to prevent settling. If settling does occur, it shall be

the responsibility of the Contractor to refill and compact the area again. Sod of the same type that matches the surrounding area shall then be installed on all disturbed areas. No overlapping of the sod shall be allowed. The edge of the new sod shall be “toed in” so that it is level and even with the matt of the existing turf.

- c. Cost for this service shall be priced separately for each size category as outlined in the Schedule of Bid Items.

SW-7. STUMP REMOVAL

When specified by the Project Representative, the stump and the associated roots shall be removed by a means other than blasting or pushing out with a bulldozer.

- a. Cost for stump removal shall be priced separately with the proposal for each size category as outlined in the Schedule of Bid Items.
- b. When “removal with no sod required” is ordered, the resulting hole shall be filled with suitable topsoil and shall be adequately compacted to prevent settling. If settling does occur, it shall be the responsibility of the Contractor to refill and compact again. The finished product shall match the existing surrounding grade.
- c. When “removal with sod is required” is ordered, the resulting hole shall be filled with suitable topsoil and shall be adequately compacted to prevent settling. If settling does occur, it shall be the responsibility of the Contractor to refill and compact again. Sod of the same type that matches the surrounding area shall then be installed on all disturbed areas. No overlapping of the sod shall be allowed. The edge of the new sod shall be “toed in” so that it is level and even with the matt of the existing turf.
- d. Cost for this service shall be priced separately for each size category as outlined in the Schedule of Bid Items.

SW-8. TREE TRIMMING

- a. All tree trimming classifications shall include trimming for clearance elevation to be a minimum of fourteen (14) feet above roadways and seven (7) feet above sidewalks.
- b. The Contractor shall provide an even taper when cutting between the different clearances from sidewalks to roadways specified in the previous item.
- c. Tree trimming classifications are as follows:
 - i. **Class I fine trimming** shall consist of removal of dead, dying or diseased, interfering, objectionable, obstructing and weak branches, as well as selective thinning to lessen wind resistance. The removal of

such described branches shall include those on the main trunks, as well as those inside the leaf area. An occasional branch, down to a minimum size of one-half ($\frac{1}{2}$) inch in diameter, as described above, may remain with the leaf area to its full length when it is not practical to remove it.

- ii. **Class II medium trimming** shall consist of removal of dead, dying or diseased, interfering, objectionable, obstructing, and weak branches, as well as selective thinning to lessen wind resistance. The removal of such described branches shall include those on the main trunks, as well as those inside the leaf area. An occasional branch, down to a minimum size of one (1) inch in diameter, as described above, may remain with the leaf area to its full length when it is not practical to remove it.
- iii. **Class III coarse trimming** shall consist of removal of dead, dying or diseased, interfering, objectionable, obstructing, and weak branches, as well as selective thinning to lessen wind resistance. The removal of such described branches shall include those on the main trunks, as well as those inside the leaf area. An occasional branch, down to two (2) inches in diameter, as described above, may remain with the leaf area to its full length when it is not practical to remove it.
- iv. **Palm Tree Trimming:** All palm fronds that are below a line parallel with the ground shall be removed from the tree. Any dead fronds, whether or not below the line parallel to the ground, shall be removed. Removal of the fronds shall be done in such a way as to not damage the tree. The cut shall be smooth and void of any signs of tearing or breaking.
- v. Cost for all trimming services shall be a fixed cost per tree as outlined in the Schedule of Bid Items.

SW-9. **SPRAYING**

- 9.1. At the direction of the City, the Contractor may be asked to spray trees to eliminate a pest or a disease. The Contractor will provide the proper chemical needed to eradicate the pest or disease that is distressing the tree.
- 9.2. When a chemical is used, it shall be applied according to the manufacturer's specifications. The person applying the herbicide shall have, or be under the supervision of someone that has, the proper State of Florida Pesticide Applicators License. A copy of this license shall be supplied to the Project Representative upon request. The Contractor shall keep a log of all chemicals used and a copy shall be supplied to the Project Representative. This log shall contain the following information:
 - 1. The type of herbicide
 - 2. The manufacture of the product
 - 3. The mixture rate used

4. The application rate used
5. The application location
6. The application date and time
7. The weather conditions at the time of the application

9.3. Any chemical used for spraying of pest or disease shall be environmentally safe and pre-approved by the Project Representative prior to any use.

9.4. Spraying shall only occur when the winds are favorable for such activities so that there will not be drift to non-target vegetation in the vicinity.

SW-10. ACCIDENT PREVENTION AND BARRICADES

- 10.1. Precautions shall be exercised at all times for the protection of persons and property. All Contractors performing services under this contract shall conform to all relevant OSHA, State, County, and City regulations during the course of such effort. Any fines levied by the above-mentioned authorities for failure to comply with these requirements shall be borne solely by the responsible Contractor. Barricades shall be provided by the vendor when work is performed in areas traversed by persons, or when deemed necessary by the City's Project Manager.

SW-11. NOT RESPONDING TO REQUESTS (Non-Responsiveness)

- 11.1. Should the City request an Estimate from the Contractor and the Contractor does not respond to the request within FIVE (5) business days on THREE (3) separate occasions, the City may terminate this Agreement for Cause.

[END OF SCOPE OF WORK SECTION]

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A
FIXED UNIT PRICE AGREEMENT WITH NATIVE LAND & TREES, INC.
FOR TREE TRIMMING, REMOVAL, AND RELATED SERVICES ON AN AS
NEEDED BASIS; 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 NATIVE LAND & TREE, INC. whose address is 9422 Number Two Road, Howey In The Hills, Florida 34737 for Tree Trimming, Removal & Related Services pursuant to Invitation for Bid 210041.

THAT all future expenditures for commodities (goods & services) ordered under this Agreement are approved provided Commission has appropriated funds in the applicable fiscal year. Should the department fail to budget funds for orders under this Agreement or purchases exceed the appropriated funds, commission approval for any orders will be required.

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 11th day of January 2021.

Mayor

ATTEST:

City Clerk

FIXED UNIT PRICE AGREEMENT FOR CONTRACTOR SERVICES

THIS AGREEMENT is made as of the 11th day of January in the year 2021, between The City of Leesburg, a Florida Municipal Corporation, whose address is 501 West Meadow Street, Post Office Box 490630, Leesburg, Florida 34749-0630 (hereinafter referred to as the “CITY”), and **NATIVE TREE & LAND, INC.** whose address is 9422 Number Two Road, Howey In The Hills, Florida 34737 (hereinafter referred to as the “CONTRACTOR”).

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

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

- a. This Agreement; and
- b. Invitation for Bid (IFB) 210041 – TREE TRIMMING REMOVAL & RELATED SERVICES in its entirety; and
- c. The CONTRACTOR’S response to IFB 210041 made electronically on November 10, 2020 at 10:42:15 AM EST.
- d. Contract Pricing – Contract Items – Included here as Attachment ‘A’.
- e. Scope of Work – Specifications – Included here as Attachment ‘B’ and taken from the Invitation for Bid 210041 package.

2. **Scope of Services.** The CONTRACTOR shall furnish the following services generally described as the “**TREE TRIMMING REMOVAL & RELATED SERVICES**” to the CITY as listed in Invitation for Bid 210041. Nothing herein shall limit the CITY’S right to obtain bids or proposals for services from other contractors for same or similar work.

- a. **Additional Services** – The CONTRACTOR, when requested by the CITY, provide services not specifically listed in Attachment ‘A’ but are considered to be similar services that could be provided under this Agreement. Additional Services shall be considered off contract and the CONTRACTOR will provide the CITY a cost proposal prior to work beginning. The City representative must approve proceeding with the Additional Services.

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

4. **Payment.** All invoices shall contain the purchase order number, date and location of services provided quantity of services, CITY pay item number, item description and confirmation of acceptance of the services by the appropriate City representative. Failure to submit invoices in the prescribed manner will delay payment. Payments shall be tendered in

accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes. Payment Terms are Net 30 days.

5. **Term of Agreement.** The Initial Term of the Agreement will be through September 30, 2022.

a. **Option to Renew.** The CITY may renew the Agreement for an additional term or terms ("Renewal Terms") not to exceed a total of two (2) additional years if mutually agreed upon by the CONTRACTOR and the CITY.

6. **Firm Fixed Price Period.** All Pricing will be firm and fixed during the Initial Term of the Agreement. For any Renewal Terms, the CONTRACTOR may request a price adjustment as provided for in the Cost Adjustments section.

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

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

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

8. **Termination for Convenience or Cause.**

a. **For Convenience.** The CITY may terminate this Agreement at any time without cause by providing the CONTRACTOR with SEVEN (7) calendar days advance notice in writing, delivery by email is acceptable. In the event of termination for convenience, all finished or unfinished deliverable items prepared by the CONTRACTOR under this Agreement shall, at the option of the CITY, become the CITY's property. If the Agreement is terminated for convenience by the CITY as provided herein, the CONTRACTOR shall be paid for services satisfactorily completed, less payment or compensation previously made. The CONTRACTOR shall not incur any additional expenses after receiving the written notice of termination.

b. **For Cause or Default.** If, through any cause, the CONTRACTOR should fail to fulfill in a timely and proper manner its obligations under this Agreement, other than for the instances listed below due to "Force Majeure," the CITY will have the right to terminate this Agreement by providing a written notice (Show Cause Notice) to the CONTRACTOR requiring a written response due within FIVE (5) calendar days from receipt of the written notice as to why the Agreement should not be terminated for default. The CITY's Show Cause Notice shall include an Agreement termination date at

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

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

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

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

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

Upon receipt of a termination action, for convenience or cause, the CONTRACTOR shall promptly discontinue all affected work (unless the notice directs otherwise) and deliver or otherwise make available to the City all data, drawings, reports specifications, summaries and other such information, as may have been accumulated by the CONTRACTOR in performing this contract, whether completed or in process.

9. **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.

10. **Insurance Requirements.**

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

- i All required insurance shall be provided by insurers acceptable to the CITY with an A.M. Best rating of at least A: VII.
- ii The CONTRACTOR shall require, and shall be responsible for assuring that any and all of its subcontractors secure and maintain such insurance that are required by law to be provided on behalf of their employees and others until the completion of that subcontractors work.
- iii The required insurance shall be secured and maintained for not less than the limits required by the CITY, or as required by law, whichever is greater. iv. The required insurance shall not limit the liability of the CONTRACTOR. The CITY does not represent these coverages or amounts to be adequate or sufficient to protect the CONTRACTOR's interests or liabilities, but are merely required minimums.
- iv The provisions of the required insurance are subject to the approval of the City's Risk Manager, and upon request, the CONTRACTOR shall make available certified copies of the various policies for inspection.
- v All liability insurance, except professional liability, shall be written on an occurrence basis.
- vi The CONTRACTOR waives its right of recovery against the CITY to the extent permitted by its insurance policies.
- vii Insurance required of the CONTRACTOR, or any other insurance of the CONTRACTOR shall be considered primary, and insurance of the CITY, if any, shall be considered excess as applicable to any claims which arise out of the agreement, Contract or lease.

b. Certificate of Insurance - The CONTRACTOR shall provide evidence of required minimum insurance by providing the CITY an ACORD or other Certificate of

Insurance in forms acceptable to the Risk Manager for the CITY, before any work under the agreement, Contract or lease begins.

- i Except for workers' compensation and professional liability, the CONTRACTOR's insurance policies shall be endorsed to name the City of Leesburg as additional insured to the extent of the agreement, Contract or lease.
- ii The Certificate(s) of Insurance shall designate the CITY as certificate holder as follows: City of Leesburg, Attn: Purchasing Manager, P.O. Box 490630, Leesburg, Florida 34749-0630.
- iii The Certificate(s) of Insurance shall include a reference to the project and/or purchase order number.
- iv The Certificate(s) of Insurance shall indicate that the CITY shall be notified at least thirty (30) days in advance of cancellation.
- v The Certificate(s) of Insurance shall include all deductibles and/or self-insurance retentions for each line of insurance coverage.
- vi The CONTRACTOR, at the discretion of the Risk Manager for the CITY, shall provide information regarding the amount of claims payments or reserves chargeable to the aggregate amount of the CONTRACTOR's liability coverage(s).

c. Comprehensive General Liability - The CONTRACTOR shall purchase and maintain Commercial General Liability coverage on forms no more restrictive than the latest editions of the Commercial General Liability policies of the Insurance Services Office (ISO). The Commercial General Liability policy shall provide minimum limits of \$1,000,000 per occurrence combined single limit that includes coverage for bodily and personal injury and property damage liability for premises, operations, products and completed operations*, independent Contractors, Contractual liability covering the agreement, Contract or lease, broad form property damage coverage, and property damage resulting from explosion, collapse or underground exposures (x, c, u).

- i. For remodeling and construction projects, the CONTRACTOR shall purchase and maintain products and completed operations coverage for a minimum of three (3) years beyond the CITY's acceptance of the project.

d. Business Automobile Liability - The CONTRACTOR shall purchase and maintain Business Automobile Liability coverage on forms no more restrictive than the latest editions of the Business Automobile Liability policies of the Insurance Services Office (ISO). The Business Automobile Liability policy shall provide minimum limits of \$1,000,000 per occurrence combined single limit that includes coverage for claims for bodily injury and property damage arising from the use of motor vehicles, including on-site and off-site operations, and owned, non-owned and hired vehicles, and employee non-ownership use.

e. Workers' Compensation - The CONTRACTOR shall purchase and maintain Workers' Compensation insurance for all workers' compensation obligations

imposed by state law and with employers liability limits of at least \$100,000 each accident and \$100,000 each employee with \$500,000 policy limit for disease.

12. **Waiver of Lien.** The CONTRACTOR agrees to make payment of all proper charges for labor and materials supplied and CONTRACTOR shall hold harmless the CITY against any claim arising out of any unpaid bills for labor, services, or materials furnished for the project covered by this Agreement.

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

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

15. **Permits, Licenses, and Fees.** CONTRACTOR will obtain and pay for all permits and licenses required by law that are associated with the CONTRACTOR'S performance of the Scope of Services. All permits and licenses required by law or requirements of the Request for Proposal will remain in force for the full duration of this Agreement and any extensions.

16. **Public Records Retention.** CONTRACTOR shall keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the services being provided by CONTRACTOR herein. CONTRACTOR shall provide the public with access to public records on the same terms and conditions that the CITY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes. CONTRACTOR shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law. CONTRACTOR shall meet all requirements for retaining public records and transfer, at no cost, to the CITY all public records in possession of the CONTRACTOR upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided

to the CITY by CONTRACTOR in a format that is compatible with the information technology systems of the CITY.

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

17. **Access to Records.** The services provided under this Agreement may be funded in part by a grant from a government agency other than the CITY. As a requirement of grant funding CONTRACTOR shall make records related to this project available for examination to any local, state or federal government agency, or department, during CONTRACTOR'S normal business hours. Said records will be maintained for a period of five (5) years after the date of the invoice.

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

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

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

will not be responsible to pay for any product or service that does not conform to the contract specifications.

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

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

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

21. **Independent Contractor.** The CONTRACTOR agrees that he or she is an independent contractor and not an agent, joint venture, or employee of the CITY, and nothing in this Agreement shall be construed to be inconsistent with this relationship or status. None of the benefits provided by the CITY to its employees, including but not limited to, workers' compensation insurance, unemployment insurance, or retirement benefits, are available from the CITY to the CONTRACTOR. CONTRACTOR will be responsible for paying his own Federal income tax and self-employment tax, or any other taxes applicable to the compensation paid under this Agreement. The CONTRACTOR shall be solely and primarily responsible for his and her acts during the performance of this Agreement.

22. **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.

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

24. **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.

25. **Approval of Personnel.** The CITY reserves the right to approve the contact person and the persons actually performing the services on behalf of CONTRACTOR pursuant to this Agreement. If CITY, in its sole discretion, is dissatisfied with the contact person or the person or persons actually performing the services on behalf of CONTRACTOR pursuant to this Agreement, CITY may require CONTRACTOR assign a different person or persons be designated to be the contact person or to perform the CONTRACTOR services hereunder.

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

CONTRACTOR Contact Information

Name/Title: Mr. David Tucci, Jr.

Telephone: (352) 266-6699

Email Address: nativeland22@gmail.com

CITY Contact Information

Name/Title: Mr. Mike Thornton, Purchasing Manager

Telephone: 352-728-9880

Email Address: mike.thornton@leesburgflorida.gov

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

28. **Warranty.** The CONTRACTOR agrees that, unless expressly stated otherwise in the bid or proposal, the product and/or service furnished as a result of an award from this solicitation shall be covered by the most favorable commercial warranty the CONTRACTOR gives to any customer for comparable quantities of products and/or services and the rights and remedies provided herein are in addition to said warranty and do not limit any right afforded to the CITY by any other provision of this solicitation.

The CONTRACTOR hereby acknowledges and agrees that all materials, except where recycled content is specifically requested, supplied by the CONTRACTOR in conjunction with this Agreement shall be new, warranted for their merchantability, and fit for a particular purpose.

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

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

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

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

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

32. **Counterparts.** Original signatures transmitted and received via facsimile or other electronic transmission of a scanned document, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall bind the parties to the same extent as that of an original signature. Any such facsimile or electronic mail transmission shall constitute the final agreement of the parties and conclusive proof of such agreement. Any such electronic counterpart shall be of sufficient quality to be legible either electronically or when printed as hardcopy. The CITY shall determine legibility and acceptability for public record purposes. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

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

[Signature page follows.]

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

TIP TOP TREE EXPERTS, LLC

By: _____

Printed: _____

Its: _____
(Title)

CITY OF LEESBURG, FLORIDA

John Christian, Mayor

ATTEST:

J. Andi Purvis, City Clerk

Approved as to form:

Fred A. Morrison, City Attorney

ATTACHMENT 'A'
NATIVE TREE LAND, INC.
CONTRACT PRICING

CONTRACT ITEMS			
Item No.	Item Description	UNIT	UNIT PRICE
1	TREE REMOVAL - 0 inch to 6 inches	EACH	\$150.00
2	TREE REMOVAL - 7 inches to 12 inches	EACH	\$315.00
3	TREE REMOVAL - 13 inches to 20 inches	EACH	\$550.00
4	TREE REMOVAL - 21 inches to 27 inches	EACH	\$850.00
5	TREE REMOVAL - 28 inches to 35 inches	EACH	\$1,300.00
6	TREE REMOVAL - 36 inches to 44 inches	EACH	\$1,800.00
7	TREE REMOVAL - 45 inches to 54 inches	EACH	\$2,200.00
8	TREE REMOVAL - 55 inches to 60 inches	EACH	\$3,500.00
9	TREE REMOVAL - 61 inches or Greater	EACH	\$4,000.00
10	STUMP GRINDING (NO SOD) - 0 inch to 6 inches	EACH	\$45.00
11	STUMP GRINDING (NO SOD) - 7 inches to 12 inches	EACH	\$85.00
12	STUMP GRINDING (NO SOD) - 13 inches to 20 inches	EACH	\$150.00
13	STUMP GRINDING (NO SOD) - 21 inches to 27 inches	EACH	\$200.00
14	STUMP GRINDING (NO SOD) - 28 inches to 35 inches	EACH	\$225.00
15	STUMP GRINDING (NO SOD) - 36 inches to 44 inches	EACH	\$300.00
16	STUMP GRINDING (NO SOD) - 45 inches to 54 inches	EACH	\$400.00
17	STUMP GRINDING (NO SOD) - 55 inches to 60 inches	EACH	\$500.00
18	STUMP GRINDING (NO SOD) - 61 inches or greater	EACH	\$600.00
19	STUMP GRINDING (WITH SOD) - 0 inch to 6 inches	EACH	\$65.00
20	STUMP GRINDING (WITH SOD) - 7 inches to 12 inches	EACH	\$105.00
21	STUMP GRINDING (WITH SOD) - 13 inches to 20 inches	EACH	\$175.00
22	STUMP GRINDING (WITH SOD) - 21 inches to 27 inches	EACH	\$225.00
23	STUMP GRINDING (WITH SOD) - 28 inches to 35 inches	EACH	\$250.00
24	STUMP GRINDING (WITH SOD) - 36 inches to 44 inches	EACH	\$325.00
25	STUMP GRINDING (WITH SOD) - 45 inches to 54 inches	EACH	\$425.00
26	STUMP GRINDING (WITH SOD) - 55 inches to 60 inches	EACH	\$525.00
27	STUMP GRINDING (WITH SOD) - 61 inches or greater	EACH	\$625.00
28	STUMP REMOVAL (NO SOD) - 0 inch to 6 inches	EACH	\$100.00
29	STUMP REMOVAL (NO SOD) - 7 inches to 12 inches	EACH	\$150.00
30	STUMP REMOVAL (NO SOD) - 13 inches to 20 inches	EACH	\$200.00
31	STUMP REMOVAL (NO SOD) - 21 inches to 27 inches	EACH	\$250.00
32	STUMP REMOVAL (NO SOD) - 28 inches to 35 inches	EACH	\$350.00
33	STUMP REMOVAL (NO SOD) - 36 inches to 44 inches	EACH	\$450.00
34	STUMP REMOVAL (NO SOD) - 45 inches to 54 inches	EACH	\$550.00
35	STUMP REMOVAL (NO SOD) - 55 inches to 60 inches	EACH	\$650.00
36	STUMP REMOVAL (NO SOD) - 61 inches or greater	EACH	\$800.00
37	STUMP REMOVAL (WITH SOD) - 0 inch to 6 inches	EACH	\$125.00
38	STUMP REMOVAL (WITH SOD) - 7 inches to 12 inches	EACH	\$175.00
39	STUMP REMOVAL (WITH SOD) - 13 inches to 20 inches	EACH	\$250.00
40	STUMP REMOVAL (WITH SOD) - 21 inches to 27 inches	EACH	\$300.00
41	STUMP REMOVAL (WITH SOD) - 28 inches to 35 inches	EACH	\$375.00
42	STUMP REMOVAL (WITH SOD) - 36 inches to 44 inches	EACH	\$425.00
43	STUMP REMOVAL (WITH SOD) - 45 inches to 54 inches	EACH	\$550.00
44	STUMP REMOVAL (WITH SOD) - 55 inches to 60 inches	EACH	\$600.00
45	STUMP REMOVAL (WITH SOD) - 61 inches or greater	EACH	\$850.00
46	TREE SPRAYING - 0 inch to 6 inches	EACH	\$0.00
47	TREE SPRAYING - 7 inches to 12 inches	EACH	\$0.00
48	TREE SPRAYING - 13 inches to 20 inches	EACH	\$0.00
49	TREE SPRAYING - 21 inches to 27 inches	EACH	\$0.00
50	TREE SPRAYING - 28 inches to 35 inches	EACH	\$0.00
51	TREE SPRAYING - 36 inches to 44 inches	EACH	\$0.00

ATTACHMENT 'A'
NATIVE TREE LAND, INC.
CONTRACT PRICING

52	TREE SPRAYING - 45 inches to 54 inches	EACH	\$0.00
53	TREE SPRAYING - 55 inches to 60 inches	EACH	\$0.00
54	TREE SPRAYING - 61 inches or greater	EACH	\$0.00
55	TREE TRIMMING: CLASS I - 0 inch to 6 inches	EACH	\$75.00
56	TREE TRIMMING: CLASS I - 7 inch to 12 inches	EACH	\$150.00
57	TREE TRIMMING: CLASS I - 13 inches to 20 inches	EACH	\$225.00
58	TREE TRIMMING: CLASS I - 21 inches to 27 inches	EACH	\$275.00
59	TREE TRIMMING: CLASS I - 28 inches to 35 inches	EACH	\$350.00
60	TREE TRIMMING: CLASS I - 36 inches to 44 inches	EACH	\$425.00
61	TREE TRIMMING: CLASS I - 45 inches to 54 inches	EACH	\$500.00
62	TREE TRIMMING: CLASS I - 55 inches to 60 inches	EACH	\$575.00
63	TREE TRIMMING: CLASS I - 61 inches or greater	EACH	\$650.00
64	TREE TRIMMING: CLASS II - 0 inch to 6 inches	EACH	\$100.00
65	TREE TRIMMING: CLASS II - 7 inch to 12 inches	EACH	\$175.00
66	TREE TRIMMING: CLASS II - 13 inches to 20 inches	EACH	\$275.00
67	TREE TRIMMING: CLASS II - 21 inches to 27 inches	EACH	\$375.00
68	TREE TRIMMING: CLASS II - 28 inches to 35 inches	EACH	\$475.00
69	TREE TRIMMING: CLASS II - 36 inches to 44 inches	EACH	\$575.00
70	TREE TRIMMING: CLASS II - 45 inches to 54 inches	EACH	\$675.00
71	TREE TRIMMING: CLASS II - 55 inches to 60 inches	EACH	\$775.00
72	TREE TRIMMING: CLASS II - 61 inches or greater	EACH	\$900.00
73	TREE TRIMMING: CLASS III - 0 inch to 6 inches	EACH	\$125.00
74	TREE TRIMMING: CLASS III - 7 inch to 12 inches	EACH	\$250.00
75	TREE TRIMMING: CLASS III - 13 inches to 20 inches	EACH	\$375.00
76	TREE TRIMMING: CLASS III - 21 inches to 27 inches	EACH	\$550.00
77	TREE TRIMMING: CLASS III - 28 inches to 35 inches	EACH	\$700.00
78	TREE TRIMMING: CLASS III - 36 inches to 44 inches	EACH	\$850.00
79	TREE TRIMMING: CLASS III - 45 inches to 54 inches	EACH	\$1,000.00
80	TREE TRIMMING: CLASS III - 55 inches to 60 inches	EACH	\$1,100.00
81	TREE TRIMMING: CLASS III - 61 inches or greater	EACH	\$1,250.00
82	HOURLY RATES - Raising Trees for roadway overhang clearance to 14-feet. Crew to include: 1-Trimmer, 1 Groundsman, 1 Bucket truck w/dump bed and 1 Chipper	HOUR(S)	\$225.00
83	HOURLY RATES - Additional Grounds Man to provide ground assistance or MOT where required.	HOUR(S)	\$50.00
84	PALM TREE TRIMMING / FIXED PRICE PER TREE	EACH	\$40.00
85	PALM TREE REMOVAL / FIXED PRICE PER TREE	EACH	\$350.00
86	FIXED COST PER TREE - HAZARDOUS CONDITIONS - ALL SIZES	EACH	\$350.00
87	WEEKEND/AFTER HOURS EMERGENCY RESPONSE PER OCCURRENCE	OCCURRENCE	\$250.00

City may order from the Contractor off contract items. Pricing for off contract items will be the best price offered to the Contractor's other customers or less. The Parties may negotiate pricing on off contract items.

- 2.4. The Contractor shall provide a cost for the requested work detailed in a manner that allows the cost estimate to be tied back to the contract Schedule of Items and pricing.
- 2.5. If the Contractor feels that there is a discrepancy with any of the items stated on the Project Order form, they shall report to the Project Representative and request an onsite visit. The Project Representative and the Contractor shall then meet on site to discuss the differences. If any adjustments are agreed to, the Project Representative shall re-issue the Project Order form with the corrections. The Contractor shall then commence with the work.
- 2.6. The Contractor's acceptance of the Project Order form shall guarantee a not to exceed price for the work to be performed. No change orders, modification of quantities, or addition of line items will be provided after acceptance is provided for the performance of work under the original scope. A new Project Order form will be provided for work differing from the original scope of work documents.
- 2.7. The Contractor shall have ten (10) business days from receipt of the Project Order form to complete the work unless otherwise approved by the Project Representative.
- 2.8. The Contractor shall submit a schedule to the Project Representative within twenty-four (24) hours of receipt of the Project Order form showing the date when the work is to be completed. If for any reason there is a variation of this schedule, the Contractor shall contact the Project Representative by e-mail (preferred method) or fax no later than 9:00 a.m. on the day the work was to be completed.
- 2.9. The Contractor shall be fully responsible for maintaining in good condition all items that are not being removed, such as but not limited to: existing trees, turf, and shrubs situated within the designated right-of-way and on private property adjacent to the area(s) designated on the Project Order form.
- 2.10. All services performed as part of the Contract shall be completed using the best practices methods as set forth by the International Society of Arboriculture (ISA) or to the specifications here within, whichever is more stringent.
- 2.11. If any service is anticipated to take place on adjoining private property, the Contractor shall contact the owner to get permission to enter the property. The Contractor shall also complete, sign, and get the property owner signature on a "Right of Entry Statement". The original of this completed form shall accompany the invoice when submitted.
- 2.12. The Contractor shall guard against tree damage. Climbing irons, spurs, and spikes are permitted only during the complete removal of a tree, and not during any service or limb removal, unless previously agreed upon by the Project Representative. Any tree damage caused by the Contractor shall be

repaired at no cost to the City and to the satisfaction of the Project Representative. If the tree dies due to the actions of the Contractor, the Contractor shall be required to promptly replace the tree with one of equal diameter and growth, or to compensate the City for the loss of the tree in an amount determined by the City to be the fair market value of the damaged tree.

- 2.13. The Contractor shall notify the Project Representative of the completion of each work request within twenty-four (24) hours. The Project Representative, at their discretion, shall inspect the project and acknowledge that the job has been completed satisfactorily.

SW-3. ROADWAY TREE RAISING/TRIMMING

- 3.1. This work shall be performed at the hourly rate bid in the Schedule of Bid Items.
3.2. Prior to work beginning Contractor shall meet with the City Representative to review the roadway trimming to be done.
3.3. Contractor will prepare a total price to complete the work reviewed based on the contracted hourly rate.
3.4. Contractor may add additional grounds people should the work be on a street that will require additional ground work or MOT.
3.5. The City Representative will accept the cost and approve the work to be done by issuance of a Project Order form.

SW-4. MEASUREMENT/SPECIAL CONDITIONS

- 4.1. All measurements shall be taken, when possible, at "diameter breast height" (DBH) or approximately four and one-half (4-1/2) feet above the ground. If for some reason the measurement cannot be taken at this height, it shall be taken at a location as close as possible to this height. When there is a multi-trunked tree that is branching from the main trunk or the root system below DBH, each trunk is to be considered a separate tree. If the tree is considered a multi-trunk, the stump will be measured at the point that the split occurs.
- 4.2. Hazardous conditions are defined as trees within or over the top of overhead electrical lines or over buildings. Objects, such as but not limited to: fences, playgrounds, and roads, are not considered hazardous conditions as part of this RFP and no hazard pay shall be given for these items. It shall be noted on Project Order form if the tree qualifies as a hazardous condition.
- 4.3. **Any discrepancy of the size of the tree or if the tree qualifies as a hazard removal, shall be clarified between the Contractor and Project Representative before any work is started. If the Contractor chooses to start the work before the item has been clarified, the Contractor agrees to invoice according to the conditions as stated on the Project Order form and shall be compensated as such.**
- 4.4. The bid prices shall include the removal and proper disposal of all debris resulting from the services as part of this IFB. The Contractor shall rake the area, removing and properly disposing of tree sections, limbs greater than one-quarter (1/4) inch in circumference, bark, leaves, and other related debris. The

City reserves the right to request that some or all of the debris be left on the site for use by the City.

- 4.5. Contractor is permitted to dump the wood chips that have been run through a chipper or stump grindings at the designated location near the City's old landfill on Neely Road. Contractor is **NOT PERMITTED** to dump tree sections and limbs at this site.

SW-5. TREE REMOVAL

- a. The removal of trees shall be accomplished by removing and safely lowering to the ground, suitable sized sections of limbs and trunks, starting at the top and working progressively downward to the ground. All cuts shall be completed in a manner that will prevent free, rapid, and uncontrolled descent of the portion being removed.
- b. The main trunk shall be cut off at or near the ground surface at the direction of the City's Project Representative.
- c. The following size classification shall be used so that a cost for the work can be assessed to the City. Cost for this service shall be priced separately for each size category as outlined in the Schedule of Bid Items.
 1. Trees with a DBH of 0" to 6"
 2. Trees with a DBH of 7" to 12"
 3. Trees with a DBH of 13" to 20"
 4. Trees with a DBH of 21" to 27"
 5. Trees with a DBH of 28" to 35"
 6. Trees with a DBH of 36" to 44"
 7. Trees with a DBH of 45" to 54"
 8. Trees with a DBH of 55" to 60"
 9. Trees with a DBH of 61" or greater

SW-6. STUMP GRINDING

When specified by the Project Representative, the stump and major roots appearing at or above the surface of the ground shall be removed by means of chipping equipment designed specifically for this purpose.

- a. When "stump grinding with no sod" is requested, the stump and associated roots shall be ground to a depth of six (6) inches below the surface of the soil. The resulting wood chips shall be tamped for compression. When completed, a mound of wood chips shall be left at three (3) inches above the surrounding grade.
- b. When "stump grinding with sod" is requested, the stump and associated roots shall be ground to a minimum of eight (8) inches below surface of the surrounding grade. The wood chips resulting from the grinding shall be removed. The resulting hole shall be filled with suitable topsoil and shall be adequately compacted to prevent settling. If settling does occur, it shall be

the responsibility of the Contractor to refill and compact the area again. Sod of the same type that matches the surrounding area shall then be installed on all disturbed areas. No overlapping of the sod shall be allowed. The edge of the new sod shall be “toed in” so that it is level and even with the matt of the existing turf.

- c. Cost for this service shall be priced separately for each size category as outlined in the Schedule of Bid Items.

SW-7. STUMP REMOVAL

When specified by the Project Representative, the stump and the associated roots shall be removed by a means other than blasting or pushing out with a bulldozer.

- a. Cost for stump removal shall be priced separately with the proposal for each size category as outlined in the Schedule of Bid Items.
- b. When “removal with no sod required” is ordered, the resulting hole shall be filled with suitable topsoil and shall be adequately compacted to prevent settling. If settling does occur, it shall be the responsibility of the Contractor to refill and compact again. The finished product shall match the existing surrounding grade.
- c. When “removal with sod is required” is ordered, the resulting hole shall be filled with suitable topsoil and shall be adequately compacted to prevent settling. If settling does occur, it shall be the responsibility of the Contractor to refill and compact again. Sod of the same type that matches the surrounding area shall then be installed on all disturbed areas. No overlapping of the sod shall be allowed. The edge of the new sod shall be “toed in” so that it is level and even with the matt of the existing turf.
- d. Cost for this service shall be priced separately for each size category as outlined in the Schedule of Bid Items.

SW-8. TREE TRIMMING

- a. All tree trimming classifications shall include trimming for clearance elevation to be a minimum of fourteen (14) feet above roadways and seven (7) feet above sidewalks.
- b. The Contractor shall provide an even taper when cutting between the different clearances from sidewalks to roadways specified in the previous item.
- c. Tree trimming classifications are as follows:
 - i. **Class I fine trimming** shall consist of removal of dead, dying or diseased, interfering, objectionable, obstructing and weak branches, as well as selective thinning to lessen wind resistance. The removal of

such described branches shall include those on the main trunks, as well as those inside the leaf area. An occasional branch, down to a minimum size of one-half ($\frac{1}{2}$) inch in diameter, as described above, may remain with the leaf area to its full length when it is not practical to remove it.

- ii. **Class II medium trimming** shall consist of removal of dead, dying or diseased, interfering, objectionable, obstructing, and weak branches, as well as selective thinning to lessen wind resistance. The removal of such described branches shall include those on the main trunks, as well as those inside the leaf area. An occasional branch, down to a minimum size of one (1) inch in diameter, as described above, may remain with the leaf area to its full length when it is not practical to remove it.
- iii. **Class III coarse trimming** shall consist of removal of dead, dying or diseased, interfering, objectionable, obstructing, and weak branches, as well as selective thinning to lessen wind resistance. The removal of such described branches shall include those on the main trunks, as well as those inside the leaf area. An occasional branch, down to two (2) inches in diameter, as described above, may remain with the leaf area to its full length when it is not practical to remove it.
- iv. **Palm Tree Trimming:** All palm fronds that are below a line parallel with the ground shall be removed from the tree. Any dead fronds, whether or not below the line parallel to the ground, shall be removed. Removal of the fronds shall be done in such a way as to not damage the tree. The cut shall be smooth and void of any signs of tearing or breaking.
- v. Cost for all trimming services shall be a fixed cost per tree as outlined in the Schedule of Bid Items.

SW-9. **SPRAYING**

- 9.1. At the direction of the City, the Contractor may be asked to spray trees to eliminate a pest or a disease. The Contractor will provide the proper chemical needed to eradicate the pest or disease that is distressing the tree.
- 9.2. When a chemical is used, it shall be applied according to the manufacturer's specifications. The person applying the herbicide shall have, or be under the supervision of someone that has, the proper State of Florida Pesticide Applicators License. A copy of this license shall be supplied to the Project Representative upon request. The Contractor shall keep a log of all chemicals used and a copy shall be supplied to the Project Representative. This log shall contain the following information:
 - 1. The type of herbicide
 - 2. The manufacture of the product
 - 3. The mixture rate used

4. The application rate used
5. The application location
6. The application date and time
7. The weather conditions at the time of the application

9.3. Any chemical used for spraying of pest or disease shall be environmentally safe and pre-approved by the Project Representative prior to any use.

9.4. Spraying shall only occur when the winds are favorable for such activities so that there will not be drift to non-target vegetation in the vicinity.

SW-10. ACCIDENT PREVENTION AND BARRICADES

- 10.1. Precautions shall be exercised at all times for the protection of persons and property. All Contractors performing services under this contract shall conform to all relevant OSHA, State, County, and City regulations during the course of such effort. Any fines levied by the above-mentioned authorities for failure to comply with these requirements shall be borne solely by the responsible Contractor. Barricades shall be provided by the vendor when work is performed in areas traversed by persons, or when deemed necessary by the City's Project Manager.

SW-11. NOT RESPONDING TO REQUESTS (Non-Responsiveness)

- 11.1. Should the City request an Estimate from the Contractor and the Contractor does not respond to the request within FIVE (5) business days on THREE (3) separate occasions, the City may terminate this Agreement for Cause.

[END OF SCOPE OF WORK SECTION]

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.1.

Meeting Date: January 11, 2021

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 CHS Management Corporation, for the purpose of setting forth the terms and conditions under which natural gas service will be provided to the development known as HU's Landing; and providing an effective date.

Staff Recommendation:

Staff recommends approval of Natural Gas Service Agreement with CHS Management Corporation.

Analysis:

CHS Management Corporation is developing a complex on Main Street known as HU's Landing Apartments. Section 22-7 of the Code of Ordinance requires the owner to utilize natural gas for eighty percent (80%) of the planned fifty (50) units within the development. The estimated cost of the infrastructure, which will be fully funded by the developer is \$36,387.97.

Procurement Analysis:

N/A

Options:

1. Approve the Gas Service Agreement with CHS Management Corporation ; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

Developer will place construction funds totaling \$36,387.97 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. WF1323433

Submission Date and Time: 1/6/2021 3:41:48 PM

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 CHS MANAGEMENT CORPORATION, FOR THE PURPOSE
OF SETTING FORTH THE TERMS AND CONDITIONS UNDER WHICH
NATURAL GAS SERVICE WILL BE PROVIDED TO THE DEVELOPMENT
KNOWN AS HU'S LANDING; 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 CHS Management Corporation, for the purpose of setting forth the terms and conditions under which natural gas service will be provided to the development known as HU's Landing.

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

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

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 CHS Management Corporation, located at 82-55 Country Pointe Circle, Queens Village, NY, 11427 (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 HU’s Landing Apartments (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. 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 thirty-six thousand three hundred eighty-seven dollars and ninety-seven cent (\$36,387.97). 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: _____
Nita Batra
CHS Management Corporation
President

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.2.

Meeting Date: January 11, 2021

From: Jack Rogers, (Gas Director)

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

Staff Recommendation:

Staff recommends approval of a Natural Gas Service Agreement with Bentley Ridge LLC.

Analysis:

Bentley Ridge, LLC is developing town homes off of Bentley Road, in Leesburg known as Bentley Ridge. Section 22-7 of the Code of Ordinances requires the owner to utilize natural gas for eighty percent of the planned one hundred, four (104) units within the development. The previous owner placed funds in an escrow account for installation of the gas infrastructure. \$79,455 remains in the Gas fund. The estimated cost to complete the development is \$72,700.74. At this time, no additional funding is required from the owner.

Procurement Analysis:

N/A

Options:

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

Fiscal Impact:

It is estimated that the remaining construction funds provided by the previous owner in the amount of \$79,455 will be sufficient to complete the project. These funds are available in the Gas Fund but are not included in the current budget. A budget adjustment will be processed to add these funds to the current budget.

Account No. 042-0000-388-9300
WF No. WF1321931

Submission Date and Time: 1/6/2021 3:41:58 PM

RESOLUTION NO. _____

Resolution of the City Commission of the City of Leesburg, Florida authorizing and directing the Mayor and City Clerk to execute a Gas Service Agreement between the City of Leesburg and Bentley Ridge Holdings, LLC for the purpose of providing Natural Gas service to the development referred to as Bentley Ridge; 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 Bentley Ridge 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 Bentley Ridge.

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 11th day of January 2021.

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 Bentley Ridge Holdings LLC, 1227 Teagan Way, Leesburg, FL, 34748 (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 Bentley Ridge (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. The 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 104 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. Construction funds remaining from the previous owner's partial infrastructure install totals \$79,455. The estimated cost to install the remaining infrastructure is \$72,700.74. The current Owner's estimated costs of the infrastructure, to be funded by Owner as set forth below, is \$0.00. 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: _____
Logan Lantrip
Manager
Bentley Ridge 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.3.

Meeting Date: January 11, 2021

From: Andi Purvis, (City Clerk)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, accepting a Utility Easement to the City of Leesburg from Leesburg Regional Medical Center, Inc., for itself and as successor by Merger to LRMC North, Inc., for the purpose of granting the City an Easement over the property described therein; and providing an effective date.

Staff Recommendation:

Staff recommends approval of the Resolution accepting a Utility Easement from Leesburg Regional Medical Center, Inc. to the City of Leesburg dated October 14, 2020, and recorded on December 3, 2020, under Instrument #2020136495, in Official Records Book 5594, Pages 1445-1448, Public Records of Lake County, Florida.

Analysis:

Leesburg Regional Medical Center, Inc. is granting a Utility Easement to the City of Leesburg for the purpose of construction, installation, repair, maintenance, replacement and improvement of underground or above ground utilities, including but not limited to water, sewer, reuse water, natural gas, and electricity.

Procurement Analysis:

N/A

Options:

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

Fiscal Impact:

None

Submission Date and Time: 1/6/2021 3:42:06 PM

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, ACCEPTING A UTILITY EASEMENT TO THE CITY OF LEESBURG FROM LEESBURG REGIONAL MEDICAL CENTER, INC., FOR ITSELF AND AS SUCCESSOR BY MERGER TO LRMC NORTH, INC., FOR THE PURPOSE OF GRANTING THE CITY AN EASEMENT OVER THE PROPERTY DESCRIBED THEREIN; AND PROVIDING AN EFFECTIVE DATE.

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

THAT the Utility Easement granted to the City of Leesburg by Leesburg Regional Medical Center, Inc., for itself and as successor by merger to LRMC North, Inc., for the purpose of granting the City a utility easement over the real property described in the document, is hereby accepted.

THAT this resolution shall become effective immediately.

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

Mayor

ATTEST:

City Clerk

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



Utility Easement

INSTRUMENT #2020136495
OR BK 5594 PG 1445 - 1448 (4 PGS)
DATE: 12/3/2020 1:37:50 PM
GARY J. COONEY, CLERK OF THE CIRCUIT COURT
AND COMPTROLLER, LAKE COUNTY, FLORIDA
RECORDING FEES \$35.50 DEED DOC \$0.70

RESERVED FOR RECORDING

THIS EASEMENT given the 14th day of October, 2020, by LEESBURG REGIONAL MEDICAL CENTER, INC., FOR ITSELF AND AS SUCCESSOR BY MERGER TO LRMC NORTH, INC., whose address is 600 East Dixie Avenue, Leesburg, Florida 34748, hereafter referred to as Grantor, to THE CITY OF LEESBURG, FLORIDA, whose address is P.O. Box 490630, Leesburg, FL 34749-0630, hereafter referred to as Grantee,

WITNESSETH:

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

AS DESCRIBED ON EXHIBIT "A" ATTACHED

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

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

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

WITNESSES (two required)

LEESBURG REGIONAL MEDICAL
CENTER, INC.

Kathleen M. Sjovall
Kathleen M. Sjovall

(Type or print name of Witness)

Philip Braun
Philip Braun

(Type or print name of witness)

BY: [Signature]
DONALD G. HENDERSON, CEO

STATE OF FLORIDA
COUNTY OF LAKE

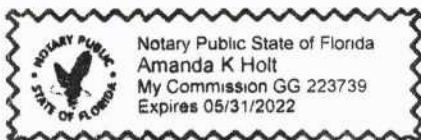
BEFORE ME, the undersigned Notary Public, appeared, either by means of ☒ physical presence, or ☐ online notarization, Donald G. Henderson, as CEO of Leesburg Regional Medical Center, Inc., who acknowledged before me on the 14th day of October, 2020, that he executed the foregoing instrument, and who was either {CHECK ONE} ☒ personally known to me, or who ☐ produced _____ as identification.

Amanda K. Holt
NOTARY PUBLIC SIGNATURE

Amanda K. Holt
Type or print name of Notary Public

GG223739
Commission Number

05/31/2022
Commission Expiration Date



SKETCH FOR DESCRIPTION (NOT A FIELD SURVEY)

EXHIBIT " "
SHEET 1 OF 2

LEGAL DESCRIPTION (15' ELECTRIC EASEMENT)

A PORTION OF THE LANDS DESCRIBED IN THE FOLLOWING OFFICIAL RECORDS BOOKS OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA: OFFICIAL RECORDS BOOK 5214, PAGE 691; OFFICIAL RECORDS BOOK 957, PAGE 864 ("PARCEL A, TRACT 3"); OFFICIAL RECORDS BOOK 957, PAGE 868 ("PARCEL A, TRACT 8"); ALL LYING IN SECTION 23, TOWNSHIP 19 SOUTH, RANGE 24 EAST AND TOGETHER BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5214, PAGE 691; THENCE RUN NORTH 00°56'23" EAST, ALONG THE EAST LINE OF SAID LANDS, A DISTANCE OF 81.12 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID EAST LINE, RUN NORTH 89°22'28" WEST, A DISTANCE OF 27.80 FEET; THENCE RUN NORTH 00°37'32" EAST, A DISTANCE OF 15.00 FEET; THENCE RUN SOUTH 89°22'28" EAST, A DISTANCE OF 201.97 FEET; THENCE RUN SOUTH 00°17'08" WEST, A DISTANCE OF 244.88 FEET TO A POINT ON THE SOUTH LINE OF THE AFORESAID LANDS DESCRIBED AS "PARCEL A, TRACT 8" IN OFFICIAL RECORDS BOOK 957, PAGE 868 (ALSO BEING THE NORTHERLY RIGHT OF WAY LIMITS OF PALMETTO STREET); THENCE RUN SOUTH 89°43'44" WEST, ALONG SAID SOUTH LINE AND SAID NORTHERLY RIGHT OF WAY LIMITS, A DISTANCE OF 15.00 FEET; THENCE DEPARTING SAID SOUTH LINE AND SAID NORTHERLY RIGHT OF WAY LIMITS, RUN NORTH 00°17'08" EAST, A DISTANCE OF 230.12 FEET; THENCE RUN NORTH 89°22'28" WEST, A DISTANCE OF 159.26 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAINING 6,480 SQUARE FEET, (0.149 ACRES), MORE OR LESS.

LEGEND:

ORB = OFFICIAL RECORDS BOOK
PG = PAGE
LB = LICENSED BUSINESS
L# = REFERENCE TO LINE TABLE
○ = CHANGE IN DIRECTION
R/W = LINE BREAK

GENERAL NOTES:

1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID WITHOUT THE ORIGINAL OR ELECTRONIC SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. THIS SKETCH PREPARED FOR DESCRIPTION PURPOSES ONLY AND DOES NOT REPRESENT A FIELD SURVEY.
3. BEARINGS ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983 WITH 2011 ADJUSTMENT. AS A REFERENCE FOR THIS SKETCH, THE EAST LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5214, PAGE 691 HAS A BEARING OF NORTH 00°56'23" EAST.

TYLER P. TRACZ FLORIDA LICENSED SURVEYOR & MAPPER
FLORIDA REGISTRATION NO. 6962

JOB S20157.0000
SEE SHEET 2 FOR SKETCH



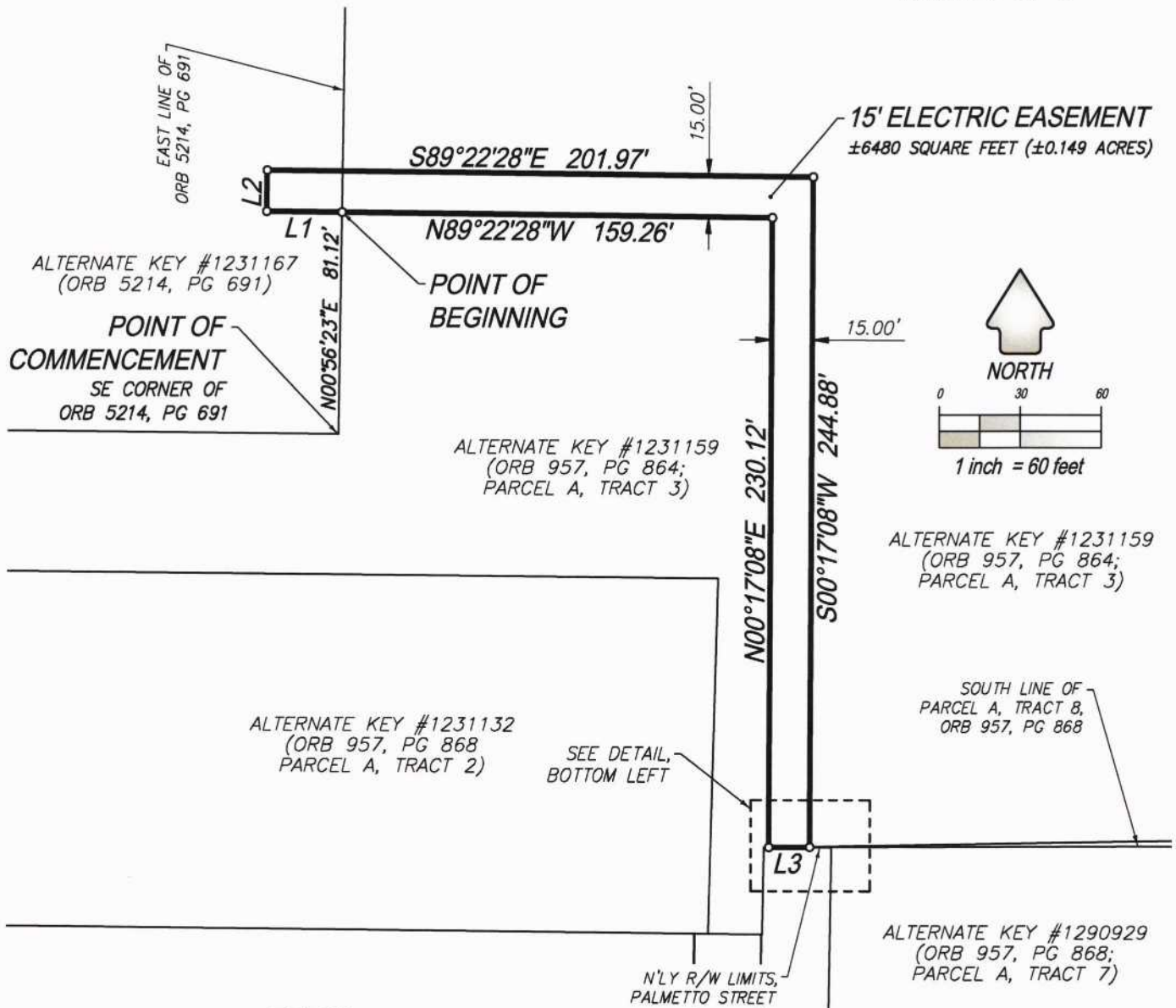
CFB

**CLYMER
FARNIER
BARLEY**

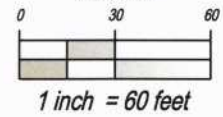
4450 NE 83RD ROAD - WILDWOOD, FL 34785
(352) 748-3126 LB4709

SKETCH FOR DESCRIPTION (NOT A FIELD SURVEY)

EXHIBIT " "
 SHEET 2 OF 2



NORTH



ALTERNATE KEY #1231159
(ORB 957, PG 864;
PARCEL A, TRACT 3)

SOUTH LINE OF
PARCEL A, TRACT 8,
ORB 957, PG 868

ALTERNATE KEY #1290929
(ORB 957, PG 868;
PARCEL A, TRACT 7)

LINE TABLE

LINE TAG	BEARING	DISTANCE
L1	N89°22'28"W	27.80'
L2	N00°37'32"E	15.00'
L3	S89°43'44"W	15.00'

JOB S20157.0000
SEE SHEET 1 FOR DESCRIPTION



CFB

**CLYMER
FARNER
BARLEY**

4450 NE 83RD ROAD - WILDWOOD, FL 34785
(352) 748-3126 LB4709

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.4.

Meeting Date: January 11, 2021

From: Al Minner, (City Manager)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, authorizing and directing the Mayor and City Clerk to execute a vacant land contract between the City of Leesburg and Ro-Mac Lumber & Supply, Inc. for the purpose of providing terms for the sale of a portion of abandoned railroad right of way, and waiving certain setback requirements otherwise applicable to the property being sold; and providing an effective date.

Staff Recommendation:

Staff recommends approval of the Vacant Land Contract between the City of Leesburg and Ro-Mac Lumber & Supply, Inc.

Analysis:

At the request of Ro-Mac Lumber & Supply, Inc., this will provide extra space, while leaving the corridor open for utilities.

Procurement Analysis:

N/A

Options:

1. Approve as presented; or
2. Other such action as the Commission may deem appropriate.

Fiscal Impact:

None

Submission Date and Time:

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR AND CITY CLERK TO EXECUTE A VACANT LAND CONTRACT BETWEEN THE CITY OF LEESBURG AND RO-MAC LUMBER & SUPPLY, INC. FOR THE PURPOSE OF PROVIDING TERMS FOR THE SALE OF A PORTION OF ABANDONED RAILROAD RIGHT OF WAY, AND WAIVING CERTAIN SETBACK REQUIREMENTS OTHERWISE APPLICABLE TO THE PROPERTY BEING SOLD; 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 Vacant Land Contract between the City of Leesburg and Ro-Mac Lumber & Supply, Inc., for the purpose of providing terms for the sale of a portion of vacated railroad right of way.

Further, that as to the portion of railroad right of way being sold, side and rear setbacks are waived and improvements may be constructed on a zero lot line basis, provided this shall not be construed to authorize any encroachment outside the boundaries of the property being sold, nor shall this waiver apply to any property other than that being sold under the contract hereby approved.

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 11th day of January 2021.

Mayor

ATTEST:

City Clerk

Vacant Land Contract

1. Sale and Purchase: City of Leesburg, Florida ("Seller")
 and Ro-Mac Lumber & Supply, Inc. ("Buyer")
 (the "parties") agree to sell and buy on the terms and conditions specified below the property ("Property")
 described as:
 Address: 700 E Main St, Leesburg, FL 34748-5318
 Legal Description: AS DESCRIBED ON EXHIBIT "A" ATTACHED
- SEC / TWP / RNG of County, Florida. Real Property ID No.:
 including all improvements existing on the Property and the following additional property: None - Vacant
2. Purchase Price: (U.S. currency) \$ 53,368.00
 All deposits will be made payable to "Escrow Agent" named below and held in escrow by:
 Escrow Agent's Name: McLin Burnsed P.A.
 Escrow Agent's Contact Person:
 Escrow Agent's Address: P.O. Box 491357, Leesburg, FL 34749
 Escrow Agent's Phone: (352) 787-1241 (FAX) 352-3262608
 Escrow Agent's Email: FredM@mclinburnsed.com
- (a) Initial deposit (\$0 if left blank) (Check if applicable)
☐ accompanies offer
☒ will be delivered to Escrow Agent within 2 days (3 days if left blank)
 after Effective Date \$ 2,500.00
- (b) Additional deposit to be delivered to Escrow Agent (Check if applicable)
☐ within days (10 days if left blank) after Effective Date
☐ within days (3 days if left blank) after expiration of Feasibility Study Period \$
- (c) Total Financing (see Paragraph 5) (express as a dollar amount or percentage) \$
- (d) Other: \$
- (e) Balance to close (not including Buyer's closing costs, prepaid items, and prorations)
 to be paid at closing by wire transfer or other Collected funds \$ 50,868.00
- (f) ☐ (Complete only if purchase price will be determined based on a per unit cost instead of a fixed price.) The
 unit used to determine the purchase price is ☐ lot ☐ acre ☐ square foot ☐ other (specify):
 prorating areas of less than a full unit. The purchase price will be \$ per unit based on a
 calculation of total area of the Property as certified to Seller and Buyer by a Florida licensed surveyor in
 accordance with Paragraph 7(c). The following rights of way and other areas will be excluded from the
 calculation:
3. Time for Acceptance; Effective Date: Unless this offer is signed by Seller and Buyer and an executed copy
 delivered to all parties on or before January 13, 2021, this offer will be withdrawn and Buyer's deposit, if
 any, will be returned. The time for acceptance of any counter offer will be 3 days after the date the counter offer is
 delivered. The "Effective Date" of this contract is the date on which the last one of the Seller and Buyer
 has signed or initialed and delivered this offer or the final counter offer.
4. Closing Date: This transaction will close on February 26, 2021 ("Closing Date"), unless specifically
 extended by other provisions of this contract. The Closing Date will prevail over all other time periods including,
 but not limited to, Financing and Feasibility Study periods. However, if the Closing Date occurs on a Saturday,
 Sunday, or national legal holiday, it will extend to 5:00 p.m. (where the Property is located) of the next business
 day. In the event insurance underwriting is suspended on Closing Date and Buyer is unable to obtain property
 insurance, Buyer may postpone closing for up to 5 days after the insurance underwriting suspension is lifted. If
 this transaction does not close for any reason, Buyer will immediately return all Seller provided documents and
 other items.

Buyer () and Seller () () acknowledge receipt of a copy of this page, which is 1 of 7 pages.
 VAC-11 Rev. 5/17

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51 5. Financing: (Check as applicable)

52* (a) ☒ Buyer will pay cash for the Property with no financing contingency.

53* (b) ☐ This contract is contingent on Buyer qualifying for and obtaining the commitment(s) or approval(s)

54* specified below ("Financing") within _____ days after Effective Date (Closing Date or 30 days after Effective

55* Date, whichever occurs first, if left blank) ("Financing Period"). Buyer will apply for Financing within _____

56 days after Effective Date (5 days if left blank) and will timely provide any and all credit, employment, financial,

57 and other information required by the lender. If Buyer, after using diligence and good faith, cannot obtain the

58 Financing within the Financing Period, either party may terminate this contract and Buyer's deposit(s) will be

59 returned.

60* (1) ☐ New Financing: Buyer will secure a commitment for new third party financing for \$ _____

61* or _____ % of the purchase price at (Check one) ☐ a fixed rate not exceeding _____ % ☐ an

62* adjustable interest rate not exceeding _____ % at origination (a fixed rate at the prevailing interest rate

63 based on Buyer's creditworthiness if neither choice is selected). Buyer will keep Seller and Broker fully

64 informed of the loan application status and progress and authorizes the lender or mortgage broker to

65 disclose all such information to Seller and Broker.

66* (2) ☐ Seller Financing: Buyer will execute a ☐ first ☐ second purchase money note and mortgage to

67* Seller in the amount of \$ _____, bearing annual interest at _____ % and payable as

68* follows:

69 The mortgage, note, and any security agreement will be in a form acceptable to Seller and will follow

70 forms generally accepted in the county where the Property is located; will provide for a late payment fee

71 and acceleration at the mortgagee's option if Buyer defaults; will give Buyer the right to prepay without

72 penalty all or part of the principal at any time(s) with interest only to date of payment; will be due on

73 conveyance or sale; will provide for release of contiguous parcels, if applicable; and will require Buyer to

74 keep liability insurance on the Property, with Seller as additional named insured. Buyer authorizes Seller

75 to obtain credit, employment, and other necessary information to determine creditworthiness for the

76 financing. Seller will, within 10 days after Effective Date, give Buyer written notice of whether or not

77 Seller will make the loan.

78* (3) ☐ Mortgage Assumption: Buyer will take title subject to and assume and pay existing first mortgage to

79* _____

80* LN# _____ in the approximate amount of \$ _____ currently payable at

81* \$ _____ per month, including principal, interest, ☐ taxes and insurance, and having a

82* ☐ fixed ☐ other (describe) _____

83* interest rate of _____ % which ☐ will ☐ will not escalate upon assumption. Any variance in the

84 mortgage will be adjusted in the balance due at closing with no adjustment to purchase price. Buyer will

85* purchase Seller's escrow account dollar for dollar. If the interest rate upon transfer exceeds _____ % or

86* the assumption/transfer fee exceeds \$ _____, either party may elect to pay the excess,

87 failing which this contract will terminate; and Buyer's deposit(s) will be returned. If the lender disapproves

88 Buyer, this contract will terminate; and Buyer's deposit(s) will be returned.

89* 6. Assignability: (Check one) Buyer ☐ may assign and thereby be released from any further liability under this

90* contract, ☐ may assign but not be released from liability under this contract, or ☒ may not assign this contract.

91* 7. Title: Seller has the legal capacity to and will convey marketable title to the Property by ☐ statutory warranty

92* deed ☒ special warranty deed ☐ other (specify) _____, free of liens, easements,

93 and encumbrances of record or known to Seller, but subject to property taxes for the year of closing; covenants,

94 restrictions, and public utility easements of record; existing zoning and governmental regulations; and (list any

95* other matters to which title will be subject) exceptions not objected to before closing

96 provided there exists at closing no violation of the foregoing.

97 (a) Title Evidence: The party who pays for the owner's title insurance policy will select the closing agent and

98 pay for the title search, including tax and lien search if performed, and all other fees charged by closing agent.

99 Seller will deliver to Buyer, at

100* (Check one) ☒ Seller's ☐ Buyer's expense and

101* (Check one) ☒ within 20 days after Effective Date ☐ at least _____ days before Closing Date,

102 (Check one)

103* (1) ☒ a title insurance commitment by a Florida licensed title insurer setting forth those matters to be

104 discharged by Seller at or before closing and, upon Buyer recording the deed, an owner's policy in the

105 amount of the purchase price for fee simple title subject only to the exceptions stated above. If Buyer is

106 paying for the owner's title insurance policy and Seller has an owner's policy, Seller will deliver a copy to

107 Buyer within 15 days after Effective Date.

Buyer (102) (102) and Seller (102) (102) acknowledge receipt of a copy of this page, which is 2 of 7 pages.

VAC-11 Rev. 8/17

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COL Sale to Remote

(2) ☐ an abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an existing firm. However, if such an abstract is not available to Seller, then a prior owner's title policy acceptable to the proposed insurer as a base for reissuance of coverage may be used. The prior policy will include copies of all policy exceptions and an update in a format acceptable to Buyer from the policy effective date and certified to Buyer or Buyer's closing agent together with copies of all documents recited in the prior policy and in the update. If such an abstract or prior policy is not available to Seller, then (1) above will be the title evidence.

(b) **Title Examination:** After receipt of the title evidence, Buyer will, within 15 days (10 days if left blank) but no later than Closing Date, deliver written notice to Seller of title defects. Title will be deemed acceptable to Buyer if (i) Buyer fails to deliver proper notice of defects or (ii) Buyer delivers proper written notice and Seller cures the defects within 45 days (30 days if left blank) ("Cure Period") after receipt of the notice. If the defects are cured within the Cure Period, closing will occur within 10 days after receipt by Buyer of notice of such cure. Seller may elect not to cure defects if Seller reasonably believes any defect cannot be cured within the Cure Period. If the defects are not cured within the Cure Period, Buyer will have 10 days after receipt of notice of Seller's inability to cure the defects to elect whether to terminate this contract or accept title subject to existing defects and close the transaction without reduction in purchase price.

(c) **Survey:** Buyer may, at Buyer's expense, have the Property surveyed and must deliver written notice to Seller, within 5 days after receiving survey but not later than 5 days before Closing Date, of any encroachments on the Property, encroachments by the Property's improvements on other lands, or deed restriction or zoning violations. Any such encroachment or violation will be treated in the same manner as a title defect and Seller's and Buyer's obligations will be determined in accordance with Paragraph 7(b).

(d) **Ingress and Egress:** Seller warrants that the Property presently has ingress and egress.

8. **Property Condition:** Seller will deliver the Property to Buyer at closing in its present "as is" condition, with conditions resulting from Buyer's inspections and casualty damage, if any, excepted. Seller will not engage in or permit any activity that would materially alter the Property's condition without the Buyer's prior written consent.

(a) **Inspections: (Check (1) or (2))**

(1) ☐ **Feasibility Study:** Buyer will, at Buyer's expense and within _____ days (30 days if left blank) ("Feasibility Study Period") after Effective Date and in Buyer's sole and absolute discretion, determine whether the Property is suitable for Buyer's intended use. During the Feasibility Study Period, Buyer may conduct a Phase 1 environmental assessment and any other tests, analyses, surveys, and investigations ("Inspections") that Buyer deems necessary to determine to Buyer's satisfaction the Property's engineering, architectural, and environmental properties; zoning and zoning restrictions; subdivision statutes; soil and grade; availability of access to public roads, water, and other utilities; consistency with local, state, and regional growth management plans; availability of permits, government approvals, and licenses; and other inspections that Buyer deems appropriate. If the Property must be rezoned, Buyer will obtain the rezoning from the appropriate government agencies. Seller will sign all documents Buyer is required to file in connection with development or rezoning approvals. Seller gives Buyer, its agents, contractors, and assigns, the right to enter the Property at any time during the Feasibility Study Period for the purpose of conducting inspections, provided, however, that Buyer, its agents, contractors, and assigns enter the Property and conduct inspections at their own risk. Buyer will indemnify and hold Seller harmless from losses, damages, costs, claims, and expenses of any nature, including attorneys' fees, expenses, and liability incurred in application for rezoning or related proceedings, and from liability to any person, arising from the conduct of any and all inspections or any work authorized by Buyer. Buyer will not engage in any activity that could result in a construction lien being filed against the Property without Seller's prior written consent. If this transaction does not close, Buyer will, at Buyer's expense, (i) repair all damages to the Property resulting from the inspections and return the Property to the condition it was in before conducting the inspections and (ii) release to Seller all reports and other work generated as a result of the inspections.

Before expiration of the Feasibility Study Period, Buyer must deliver written notice to Seller of Buyer's determination of whether or not the Property is acceptable. Buyer's failure to comply with this notice requirement will constitute acceptance of the Property as suitable for Buyer's intended use in its "as is" condition. If the Property is unacceptable to Buyer and written notice of this fact is timely delivered to Seller, this contract will be deemed terminated, and Buyer's deposit(s) will be returned.

(2) ☒ **No Feasibility Study:** Buyer is satisfied that the Property is suitable for Buyer's purposes, including being satisfied that either public sewerage and water are available to the Property or the Property will be approved for the installation of a well and/or private sewerage disposal system and that existing zoning

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and other pertinent regulations and restrictions, such as subdivision or deed restrictions, concurrency, growth management, and environmental conditions, are acceptable to Buyer. This contract is not contingent on Buyer conducting any further investigations.

(b) **Government Regulations:** Changes in government regulations and levels of service which affect Buyer's intended use of the Property will not be grounds for terminating this contract if the Feasibility Study Period has expired or if Paragraph 8(a)(2) is selected.

(c) **Flood Zone:** Buyer is advised to verify by survey, with the lender, and with appropriate government agencies which flood zone the Property is in, whether flood insurance is required, and what restrictions apply to improving the Property and rebuilding in the event of casualty.

(d) **Coastal Construction Control Line ("CCCL"):** If any part of the Property lies seaward of the CCCL as defined in Section 161.053, Florida Statutes, Seller will provide Buyer with an affidavit or survey as required by law delineating the line's location on the Property, unless Buyer waives this requirement in writing. The Property being purchased may be subject to coastal erosion and to federal, state, or local regulations that govern coastal property, including delineation of the CCCL, rigid coastal protection structures, beach nourishment, and the protection of marine turtles. Additional information can be obtained from the Florida Department of Environmental Protection, including whether there are significant erosion conditions associated with the shore line of the Property being purchased.

☐ Buyer waives the right to receive a CCCL affidavit or survey.

9. **Closing Procedure; Costs:** Closing will take place in the county where the Property is located and may be conducted by mail or electronic means. If title insurance insures Buyer for title defects arising between the title binder effective date and recording of Buyer's deed, closing agent will disburse at closing the net sale proceeds to Seller (in local cashier's check if Seller requests in writing at least 5 days before closing) and brokerage fees to Broker as per Paragraph 19. In addition to other expenses provided in this contract, Seller and Buyer will pay the costs indicated below.

(a) **Seller Costs:**

~~Taxes on the deed~~

Recording fees for documents needed to cure title

Title evidence (if applicable under Paragraph 7)

Other: _____

(b) **Buyer Costs:**

Taxes and recording fees on notes and mortgages

Recording fees on the deed and financing statements

Loan expenses

Title evidence (if applicable under Paragraph 7)

Lender's title policy at the simultaneous issue rate

Inspections

Survey

Insurance

Other: Documentary stamp taxes on deed

(c) ~~Provisions: The following items will be made current and prorated as of the day before Closing Date: real estate taxes (including special benefit tax liens imposed by a GDB), interest, bonds, assessments, leases, and other Property expenses and revenues. If taxes and assessments for the current year cannot be determined, the previous year's rates will be used with adjustment for any exemptions.~~

(d) **Special Assessment by Public Body:** Regarding special assessments imposed by a public body, Seller will pay (i) the full amount of liens that are certified, confirmed, and ratified before closing and (ii) the amount of the last estimate of the assessment if an improvement is substantially completed as of Effective Date but has not resulted in a lien before closing; and Buyer will pay all other amounts. If special assessments may be paid in installments, ☐ Seller ☒ Buyer (Buyer if left blank) will pay installments due after closing. If Seller is checked, Seller will pay the assessment in full before or at the time of closing. Public body does not include a Homeowners' or Condominium Association.

(e) **PROPERTY TAX DISCLOSURE SUMMARY:** BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR FURTHER INFORMATION.

Buyer (1102) and Seller (_____) (_____) acknowledge receipt of a copy of this page, which is 4 of 7 pages.
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220 (f) Foreign Investment in Real Property Tax Act ("FIRPTA"): If Seller is a "foreign person" as defined by
221 FIRPTA, Seller and Buyer will comply with FIRPTA, which may require Seller to provide additional cash at
222 closing.
223 (g) 1031 Exchange: If either Seller or Buyer wish to enter into a like-kind exchange (either simultaneously with
224 closing or after) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party will
225 cooperate in all reasonable respects to effectuate the Exchange including executing documents, provided,
226 however, that the cooperating party will incur no liability or cost related to the Exchange and that the closing
227 will not be contingent upon, extended, or delayed by the Exchange.

228 10. Computation of Time: Calendar days will be used when computing time periods, except time periods of 5 days
229 or less. Time periods of 5 days or less will be computed without including Saturday, Sunday, or national legal
230 holidays specified in 5 U.S.C. 6103(a). Any time period ending on a Saturday, Sunday, or national legal holiday
231 will extend until 5:00 p.m. (where the Property is located) of the next business day. Time is of the essence in
232 this contract.

233 11. Risk of Loss; Eminent Domain: If any portion of the Property is materially damaged by casualty before closing
234 or Seller negotiates with a governmental authority to transfer all or part of the Property in lieu of eminent domain
235 proceedings or an eminent domain proceeding is initiated, Seller will promptly inform Buyer. Either party may
236 terminate this contract by written notice to the other within 10 days after Buyer's receipt of Seller's notification,
237 and Buyer's deposit(s) will be returned, failing which Buyer will close in accordance with this contract and
238 receive all payments made by the governmental authority or insurance company, if any.

239 12. Force Majeure: Seller or Buyer will not be required to perform any obligation under this contract or be liable to
240 each other for damages so long as the performance or non-performance of the obligation is delayed, caused, or
241 prevented by an act of God or force majeure. An "act of God or force majeure" is defined as hurricanes,
242 earthquakes, floods, fire, unusual transportation delays, wars, insurrections, and any other cause not reasonably
243 within the control of Seller or Buyer and which by the exercise of due diligence the non-performing party is
244 unable in whole or in part to prevent or overcome. All time periods, including Closing Date, will be extended for
245 the period that the act of God or force majeure is in place. However, in the event that such act of God or force
246 majeure event continues beyond 30 days, either party may terminate this contract by delivering written notice to
247 the other; and Buyer's deposit(s) will be returned.

248 13. Notices: All notices will be in writing and delivered to the parties and Broker by mail, personal delivery, or
249 electronic means. Buyer's failure to timely deliver written notice to Seller, when such notice is required by
250 this contract, regarding any contingency will render that contingency null and void, and this contract will
251 be construed as if the contingency did not exist. Any notice, document, or item delivered to or received
252 by an attorney or licensee (including a transactions broker) representing a party will be as effective as if
253 delivered to or received by that party.

254 14. Complete Agreement; Persons Bound: This contract is the entire agreement between Seller and Buyer.
255 Except for brokerage agreements, no prior or present agreements will bind Seller, Buyer, or Broker
256 unless incorporated into this contract. Modifications of this contract will not be binding unless in writing, signed
257 or initialed, and delivered by the party to be bound. Electronic signatures will be acceptable and binding. This
258 contract, signatures, initials, documents referenced in this contract, counterparts, and written modifications
259 communicated electronically or on paper will be acceptable for all purposes, including delivery, and will be
260 binding. Handwritten or typewritten terms inserted in or attached to this contract prevail over preprinted terms. If
261 any provision of this contract is or becomes invalid or unenforceable, all remaining provisions will continue to be
262 fully effective. Seller and Buyer will use diligence and good faith in performing all obligations under this contract.
263 This contract will not be recorded in any public record. The terms "Seller," "Buyer," and "Broker" may be singular
264 or plural. This contract is binding on the heirs, administrators, executors, personal representatives, and assigns, if
265 permitted, of Seller, Buyer, and Broker.

266 15. Default and Dispute Resolution: This contract will be construed under Florida law. This Paragraph will survive
267 closing or termination of this contract.
268 (a) Seller Default: If Seller fails, neglects, or refuses to perform Seller's obligations under this contract, Buyer
269 may elect to receive a return of Buyer's deposit(s) without thereby waiving any action for damages resulting
270 from Seller's breach and may seek to recover such damages or seek specific performance. Seller will also
271 be liable for the full amount of the brokerage fee.

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272 (b) **Buyer Default:** If Buyer fails, neglects, or refuses to perform Buyer's obligations under this contract,
273 including payment of deposit(s), within the time(s) specified, Seller may elect to recover and retain the
274 deposit(s), paid and agreed to be paid, for the account of Seller as agreed upon liquidated damages,
275 consideration for execution of this contract, and in full settlement of any claims, whereupon Seller and Buyer
276 will be relieved from all further obligations under this contract; or Seller, at Seller's option, may proceed in
277 equity to enforce Seller's rights under this contract.

278 **16. Attorney's Fees; Costs:** In any litigation permitted by this Contract, the prevailing party shall be entitled to
279 recover from the non-prevailing party costs and fees, including reasonable attorney's fees, incurred in conducting
280 the litigation. This Paragraph 16 shall survive Closing or termination of this Contract.

281 **17. Escrow Agent; Closing Agent:** Seller and Buyer authorize Escrow Agent and closing agent (collectively
282 "Agent") to receive, deposit, and hold funds and other items in escrow and, subject to Collection, disburse them
283 upon proper authorization and in accordance with Florida law and the terms of this contract, including disbursing
284 brokerage fees. "Collection" or "Collected" means any checks tendered or received have become actually and
285 finally collected and deposited in the account of Agent. The parties agree that Agent will not be liable to any
286 person for misdelivery of escrowed items to Seller or Buyer, unless the misdelivery is due to Agent's willful
287 breach of this contract or gross negligence. If Agent interpleads the subject matter of the escrow, Agent will pay
288 the filing fees and costs from the deposit and will recover reasonable attorneys' fees and costs to be paid from the
289 escrowed funds or equivalent and charged and awarded as court costs in favor of the prevailing party.

290 **18. Professional Advice; Broker Liability:** Broker advises Seller and Buyer to verify all facts and representations
291 that are important to them and to consult an appropriate professional for legal advice (for example, interpreting
292 this contract, determining the effect of laws on the Property and this transaction, status of title, foreign investor
293 reporting requirements, the effect of property lying partially or totally seaward of the COOL, etc.) and for tax,
294 property condition, environmental, and other specialized advice. Buyer acknowledges that Broker does not reside
295 in the Property and that all representations (oral, written, or otherwise) by Broker are based on Seller
296 representations or public records. Buyer agrees to rely solely on Seller, professional inspectors, and
297 government agencies for verification of the Property condition and facts that materially affect Property
298 value. Seller and Buyer respectively will pay all costs and expenses, including reasonable attorneys' fees at all
299 levels, incurred by Broker and Broker's officers, directors, agents, and employees in connection with or arising
300 from Seller's or Buyer's misstatement or failure to perform contractual obligations. Seller and Buyer hold
301 harmless and release Broker and Broker's officers, directors, agents, and employees from all liability for loss or
302 damage based on (i) Seller's or Buyer's misstatement or failure to perform contractual obligations; (ii) the use or
303 display of listing data by third parties, including, but not limited to, photographs, images, graphics, video
304 recordings, virtual tours, drawings, written descriptions, and remarks related to the Property; (iii) Broker's
305 performance, at Seller's or Buyer's request, of any task beyond the scope of services regulated by Chapter 475,
306 Florida Statutes, as amended, including Broker's referral, recommendation, or retention of any vendor; (iv)
307 products or services provided by any vendor; and (v) expenses incurred by any vendor. Seller and Buyer each
308 assume full responsibility for selecting and compensating their respective vendors. This Paragraph will not relieve
309 Broker of statutory obligations. For purposes of this Paragraph, Broker will be treated as a party to this contract.
310 This Paragraph will survive closing.

311 **19. Commercial Real Estate Sales Commission Lien Act:** If the Property is commercial real estate as defined by
312 Section 475.701, Florida Statutes, the following disclosure will apply: The Florida Commercial Real Estate Sales
313 Commission Lien Act provides that when a broker has earned a commission by performing licensed services
314 under a brokerage agreement with you, the broker may claim a lien against your net sales proceeds for the
315 broker's commission. The broker's lien rights under the act cannot be waived before the commission is earned.

316 **20. Brokers:** The brokers named below are collectively referred to as "Broker." Instruction to closing agent:
317 Seller and Buyer direct closing agent to disburse at closing the full amount of the brokerage fees as specified in
318 separate brokerage agreements with the parties and cooperative agreements between the Brokers, except to the
319 extent Broker has retained such fees from the escrowed funds. This Paragraph will not be used to modify any
320 MLS or other offer of compensation made by Seller or Seller's Broker to Buyer's Broker.

321* (a) N/A NO BROKERS INVOLVED (Seller's Broker)
322* will be compensated by ☐ Seller ☐ Buyer ☐ both parties pursuant to ☐ a listing agreement ☐ other
323* (specify): _____
324* (b) N/A NO BROKERS INVOLVED (Buyer's Broker)
325* will be compensated by ☐ Seller ☐ Buyer ☐ both parties ☐ Seller's Broker pursuant to ☐ a MLS offer of
326* compensation ☐ other (specify): _____

Buyer (102) and Seller (_____) (_____) acknowledge receipt of a copy of this page, which is 6 of 7 pages.

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327 21. Additional Terms: Taxes will not be prorated because Seller is tax exempt. Buyer
328 will pay all taxes accruing after date of Closing.
329

330 Closing is contingent on Seller passing a resolution waiving the setbacks on
331 the Property.
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343 COUNTER-OFFER/REJECTION

344 ☐ Seller counters Buyer's offer (to accept the counter-offer, Buyer must sign or initial the counter-offered terms and
345 deliver a copy of the acceptance to Seller).
346 ☐ Seller rejects Buyer's offer

347 This is intended to be a legally binding contract. If not fully understood, seek the advice of an attorney before
348 signing.

349 Buyer: NOBAMA, LP Date: 1/6/2021

350 Print name: Ro-Mac Lumber & Supply, Inc.

351 Buyer: _____ Date: _____

352 Print name: _____

353 Buyer's address for purpose of notice:

354 Address: 700 E. Main St. Leesburg, FL 34748

355 Phone: _____ Fax: _____ Email: _____

356 Seller: _____ Date: _____

357 Print name: City of Leesburg, Florida

358 Seller: _____ Date: _____

359 Print name: _____

360 Seller's address for purpose of notice:

361 Address: 501 W. Meadow St. Leesburg, FL 34748

362 Phone: _____ Fax: _____ Email: _____

363 Effective Date: _____ (The date on which the last party signed or initialed and delivered the
364 final offer or counter offer.)

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Buyer (NOBAMA, LP) and Seller (_____) (_____) acknowledge receipt of a copy of this page, which is 7 of 7 pages.

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COL Sale to Roman

EXHIBIT "A"

A PARCEL OF LAND LOCATED IN SECTION 25, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING A PORTION OF THE FORMER SEABOARD AIR LINE RAILROAD PREVIOUSLY OWNED BY CSX TRANSPORTATION, INCORPORATED, DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 25 FOR THE POINT OF COMMENCEMENT, THENCE, SOUTH 00°44'44" WEST, ALONG THE WEST LINE OF SAID NORTHWEST 1/4 FOR 473.31 FEET TO A POINT 25.00 FEET NORTH (PERPENDICULAR TO WHEN MEASURED AT RIGHT ANGLES) OF THE CENTERLINE OF THE MAIN TRACK OF THE 100 FOOT WIDE RIGHT OF WAY OF SAID SEABOARD AIR LINE RAILROAD TO THE POINT OF BEGINNING; THENCE, FROM SAID THE POINT OF BEGINNING, RUN SOUTH 75°01'53" EAST, A DISTANCE OF 839.48 FEET ; THENCE SOUTH 14°58'07" WEST, A DISTANCE OF 75.00 FEET (PERPENDICULAR TO WHEN MEASURED AT RIGHT ANGLES) TO THE SOUTHERLY RIGHT OF WAY LINE OF SAID SEABOARD AIR LINE RAILROAD; THENCE, THENCE, PARALLEL TO THE CENTERLINE OF SAID RAILROAD NORTH 75°01'53" WEST, A DISTANCE OF 820.45 FEET; THENCE, NORTH 00°44'44" EAST, A DISTANCE OF 77.37 FEET ALONG SAID WEST LINE OF THE NORTHWEST QUARTER OF SECTION 25 AND THE POINT OF BEGINNING.

CONTAINING 47,246.51 SQUARE FEET OR 1.065 ACRES MORE OR LESS

RESERVING A UTILITY EASEMENT DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 25 FOR THE POINT OF COMMENCEMENT, THENCE, SOUTH 00°44'44" WEST, ALONG THE WEST LINE OF SAID NORTHWEST 1/4 FOR 473.31 FEET TO A POINT 25.00 FEET NORTH (PERPENDICULAR TO WHEN MEASURED AT RIGHT ANGLES) OF THE CENTERLINE OF THE MAIN TRACK OF THE 100 FOOT WIDE RIGHT OF WAY OF SAID SEABOARD AIR LINE RAILROAD TO THE POINT OF BEGINNING; THENCE, FROM SAID THE POINT OF BEGINNING, RUN SOUTH 75°01'53" EAST, A DISTANCE OF 46.86 FEET ; THENCE SOUTH 00°44'44" WEST, A DISTANCE OF 77.37 FEET PARALLEL TO SAID WEST SECTION LINE; THENCE, PARALLEL TO THE CENTERLINE OF SAID RAILROAD NORTH 75°01'53" WEST, A DISTANCE OF 46.46 FEET; THENCE, NORTH 00°44'44" EAST, A DISTANCE OF 77.37 FEET, ALONG SAID WEST LINE OF THE NORTHWEST QUARTER OF SECTION 25 AND THE POINT OF BEGINNING. CONTAINING 3,664.54 SQUARE FEET OR 0.068 ACRES MORE OR LESS.

Legal Description

EXHIBIT "A"

A PARCEL OF LAND LOCATED IN SECTION 25, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING A PORTION OF THE FORMER SEABOARD AIR LINE RAILROAD PREVIOUSLY OWNED BY CSX TRANSPORTATION, INCORPORATED, DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 25 FOR THE POINT OF COMMENCEMENT, THENCE, SOUTH 00°44'44" WEST, ALONG THE WEST LINE OF SAID NORTHWEST 1/4 FOR 473.31 FEET TO A POINT 25.00 FEET NORTH (PERPENDICULAR TO WHEN MEASURED AT RIGHT ANGLES) OF THE CENTERLINE OF THE MAIN TRACK OF THE 100 FOOT WIDE RIGHT OF WAY OF SAID SEABOARD AIR LINE RAILROAD TO THE POINT OF BEGINNING; THENCE, FROM SAID THE POINT OF BEGINNING, RUN SOUTH 75°01'53" EAST, A DISTANCE OF 639.46 FEET ; THENCE SOUTH 14°58'07" WEST, A DISTANCE OF 75.00 FEET (PERPENDICULAR TO WHEN MEASURED AT RIGHT ANGLES) TO THE SOUTHERLY RIGHT OF WAY LINE OF SAID SEABOARD AIR LINE RAILROAD; THENCE; THENCE, PARALLEL TO THE CENTERLINE OF SAID RAILROAD NORTH 75°01'53" WEST, A DISTANCE OF 620.45 FEET; THENCE, NORTH 00°44'44" EAST, A DISTANCE OF 77.37 FEET ALONG SAID WEST LINE OF THE NORTHWEST QUARTER OF SECTION 25 AND THE POINT OF BEGINNING.

CONTAINING 47,246.51 SQUARE FEET OR 1.085 ACRES MORE OR LESS

RESERVING A UTILITY EASEMENT DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 25 FOR THE POINT OF COMMENCEMENT, THENCE, SOUTH 00°44'44" WEST, ALONG THE WEST LINE OF SAID NORTHWEST 1/4 FOR 473.31 FEET TO A POINT 25.00 FEET NORTH (PERPENDICULAR TO WHEN MEASURED AT RIGHT ANGLES) OF THE CENTERLINE OF THE MAIN TRACK OF THE 100 FOOT WIDE RIGHT OF WAY OF SAID SEABOARD AIR LINE RAILROAD TO THE POINT OF BEGINNING; THENCE, FROM SAID THE POINT OF BEGINNING, RUN SOUTH 75°01'53" EAST, A DISTANCE OF 46.86 FEET ; THENCE SOUTH 00°44'44" WEST, A DISTANCE OF 77.37 FEET PARALLEL TO SAID WEST SECTION LINE; THENCE, PARALLEL TO THE CENTERLINE OF SAID RAILROAD NORTH 75°01'53" WEST, A DISTANCE OF 46.46 FEET; THENCE, NORTH 00°44'44" EAST, A DISTANCE OF 77.37 FEET, ALONG SAID WEST LINE OF THE NORTHWEST QUARTER OF SECTION 25 AND THE POINT OF BEGINNING. CONTAINING 3,664.54 SQUARE FEET OR 0.068 ACRES MORE OR LESS

GENERAL NOTES

1: This is NOT A BOUNDARY SURVEY.

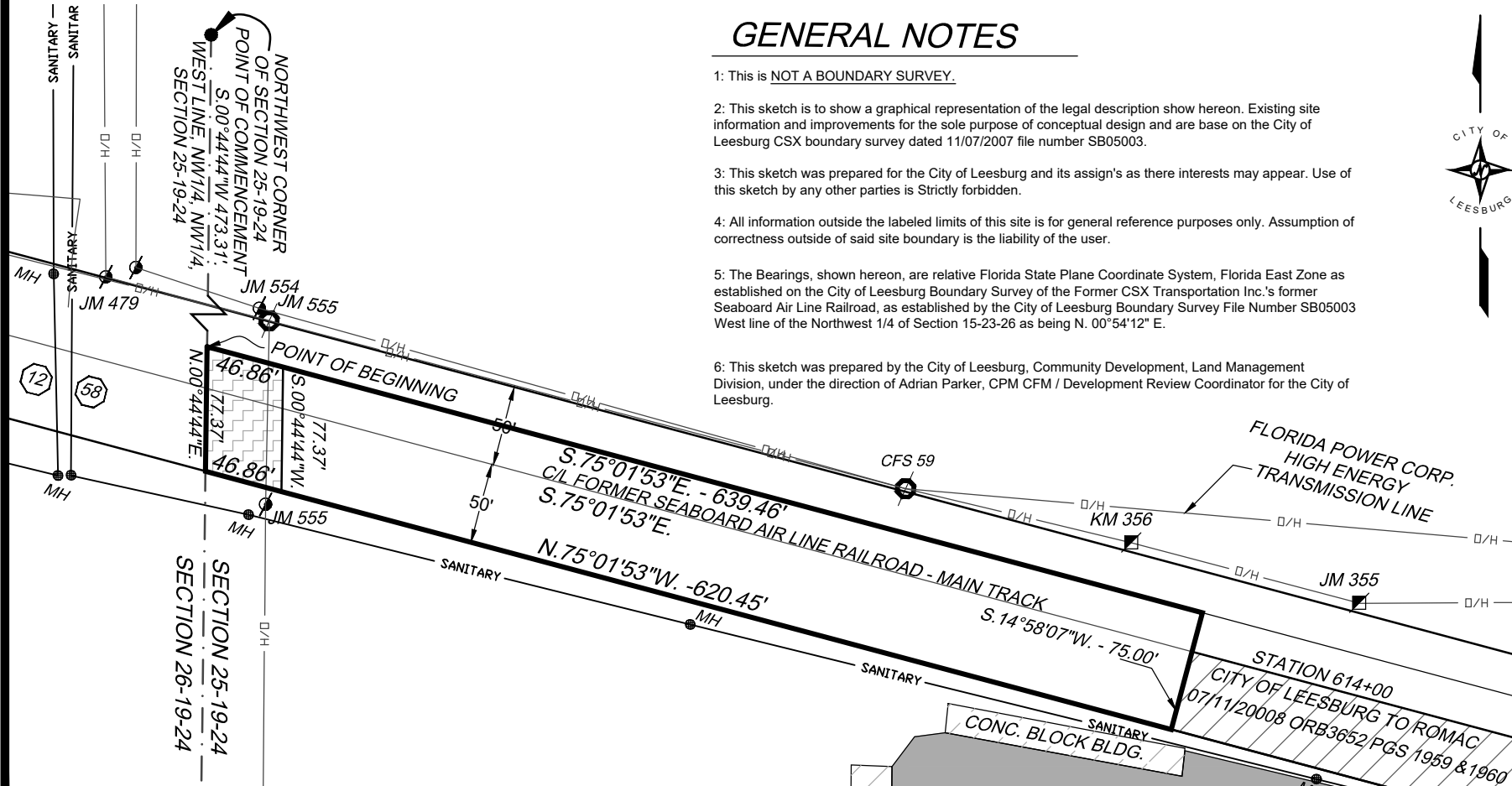
2: This sketch is to show a graphical representation of the legal description show hereon. Existing site information and improvements for the sole purpose of conceptual design and are base on the City of Leesburg CSX boundary survey dated 11/07/2007 file number SB05003.

3: This sketch was prepared for the City of Leesburg and its assign's as there interests may appear. Use of this sketch by any other parties is Strictly forbidden.

4: All information outside the labeled limits of this site is for general reference purposes only. Assumption of correctness outside of said site boundary is the liability of the user.

5: The Bearings, shown hereon, are relative Florida State Plane Coordinate System, Florida East Zone as established on the City of Leesburg Boundary Survey of the Former CSX Transportation Inc.'s former Seaboard Air Line Railroad, as established by the City of Leesburg Boundary Survey File Number SB05003 West line of the Northwest 1/4 of Section 15-23-26 as being N. 00°54'12" E.

6: This sketch was prepared by the City of Leesburg, Community Development, Land Management Division, under the direction of Adrian Parker, CPM CFM / Development Review Coordinator for the City of Leesburg.



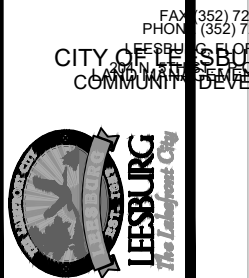
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Land Sale of



City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.A.1.

Meeting Date: January 11, 2021

From: Dan Miller, (Planning and Zoning Manager)

Subject: An Ordinance of the City of Leesburg, Florida, annexing certain real property consisting of approximately 0.46 acres; and being generally located West of Sleepy Hollow Road and North of Old Tavares Road, lying in Section 20, 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. (CWC Homes Ax)

Staff Recommendation:

The Planning and Zoning staff and the Planning Commission recommend approval of the proposed ordinance for annexation of the property owned by Christian Worship Center Homes.

Analysis:

The applicant has submitted a request for annexation of approximately 0.46 acres of land generally located west of Sleepy Hollow Road and north of Old Tavares Road, as shown on the attached General Location Map. At this time, the property is vacant and undeveloped. The current zoning is Lake County R-1 (Rural Residential); the proposed zoning is City R-1 (Low Density Residential). The proposal is for single family homes.

The property is surrounded by residential properties. Under the conditions of the R-1 (Low Density Residential) zoning case which is also on this agenda, no negative impacts are anticipated to adjacent properties.

Also on this City Commission agenda is a Small Scale Comprehensive Plan Amendment and a Rezoning Application for this property, with recommendations for approval from the staff and Planning Commission. The Planning Commission held a public hearing on the application on October 22, 2020 and by a vote of 7 to 0, recommended approval.

Procurement Analysis:

N/A

Options:

1. Approve the requested annexation as presented, or
2. Other such action as the Commission may deem appropriate.

Fiscal Impact:

No direct fiscal impact is anticipated as a result of this request. A small positive fiscal impact will result from the future development of this property, including revenue from impact fees, ad valorem taxes and utility fees.

Submission Date and Time:

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, ANNEXING CERTAIN REAL PROPERTY CONSISTING OF APPROXIMATELY 0.46 ACRES; AND BEING GENERALLY LOCATED WEST OF SLEEPY HOLLOW ROAD AND NORTH OF OLD TAVARES ROAD, LYING IN SECTION 20, 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. (CWC HOMES Ax)

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

Section 1.

Based upon the petition of **CHRISTIAN WORSHIP CENTER HOMES, (John Christian, Petitioner)** 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 1.

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 11th day of January 2021.

THE CITY OF LEESBURG

Mayor

ATTEST:

City Clerk

EXHIBIT A

LEGAL DESCRIPTION

**W 55 FT OF E 265 FT OF S 201.5 FT OF N 526.5 FT OF S 1/2 OF GOV LOT 5--LESS RD--
ORB 662 PG 2050**

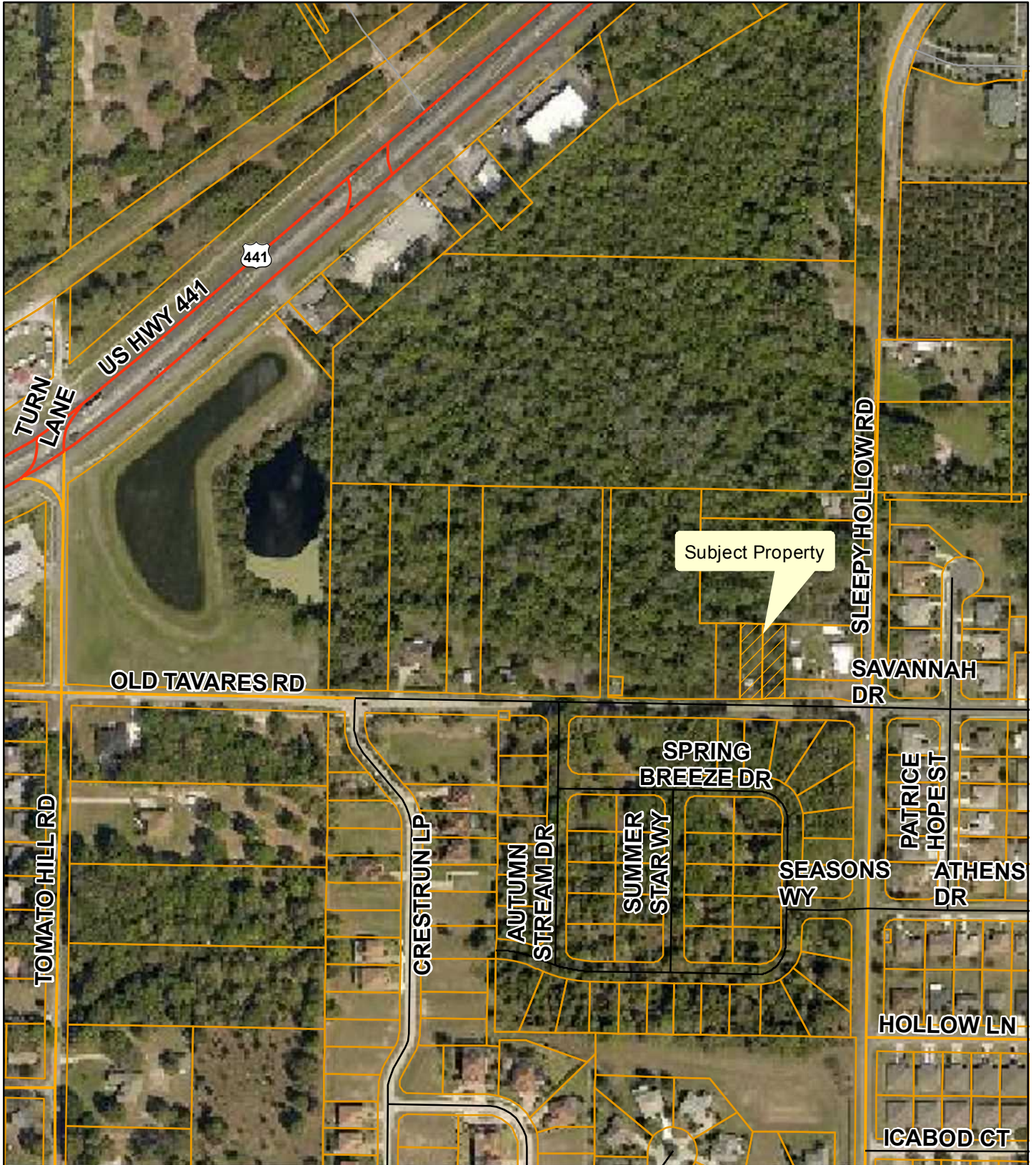
Further described as Alternate Key # 1586411 and physically addressed as 2530 Old Tavares Road,
Leesburg, Florida.

AND

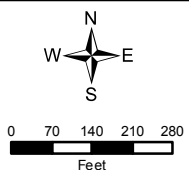
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ORB 662 PG 2050**

Further described as Alternate Key # 1586411 and physically addressed as 2530 Old Tavares Road,
Leesburg, Florida.

Aerial



**Planning
& Zoning
Division**



ANNX-20-200; SSCP-20-204; RZ-20-205
Christian Worship Center Homes
AK#: 1586411; 1586429
Section 20, Township 19 South, Range 25 East
September 29, 2020

CITY OF LEESBURG PLANNING & ZONING DIVISION

STAFF SUMMARY

OWNER: Christian Worship Center
PETITIONER: John H. Christian
PROJECT: Christian Worship Center Homes
REQUEST: SSCP (Small Scale Comprehensive Plan) and PUD (Planned Unit Development)
CASE NO.: SSCP-20-204; RZ-20-205; ANNX-20-200

GENERAL LOCATION: The property is located west of Sleepy Hollow Road and north of Old Tavares Road.

FUTURE LAND USE DESIGNATION: Lake County Urban Low Density

SURROUNDING FUTURE LAND USE DESIGNATION:

North — Lake County Urban Low Density
South — City of Leesburg Estate Residential
East — Lake County Urban Low Density
West — Lake County Urban Low Density

PROPOSED FUTURE LAND USE DESIGNATION:

City of Leesburg Estate Density Residential

EXISTING ZONING DESIGNATION

Lake County R-1 (Rural Residential)

SURROUNDING ZONING DESIGNATIONS:

North — Lake County R-1 (Rural Residential)
South — City of Leesburg R-1 (Low Density Residential)
East — Lake County R-1 (Rural Residential)
West — Lake County R-1 (Rural Residential)

PROPOSED ZONING DESIGNATION: R-1 (Low Density Residential)

EXISTING LAND USE: Vacant government lots.

SURROUNDING LAND USE:

North — Residential
South — Residential
East — Residential
West — Residential

PROPOSED LAND USE: Construction of a single-family home on each lot.

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

DATE: October 5, 2020
OWNER: Christian Worship Center
PETITIONER: John H. Christian
PROJECT: Christian Worship Center Homes
REQUEST: SSCP (Small Scale Comprehensive Plan)
CASE NO.: SSCP-20-204; RZ-20-205; ANNX-20-200

THE FOLLOWING COMMENTS RECEIVED FROM EACH DEPARTMENT:

POLICE

No comments received as of 10/16/20

FIRE

No comments from Fire Department. Amanda Stevenson 10/6/20

ELECTRIC

Electric has no objections. The property owner will have to pay to have electric installed to the lot. Steve Davis 10/5/20

GAS

No comments received as of 10/16/20

GIS

No comments received as of 10/16/20

BUILDING

No comments received as of 10/16/20

PUBLIC WORKS

Public Works has no issues with this. Cliff Kelsey 10/6/20

ADDRESSING

No comments received as of 10/16/20

ECONOMIC DEVELOPMENT

No comments received as of 10/16/20

LAKE COUNTY PUBLIC WORKS

Thanks Helen LaValley 9/3/20

LAKE COUNTY SCHOOLS

No comments received as of 10/16/20

PUBLIC RESPONSES

Approval

approvals

Disapproval

No comments received as of 10/16/20

Notice of Appearance filed:

PUBLIC COMMENTS (APPROVAL)

PUBLIC COMMENTS (DISAPPROVAL)

PUBLIC COMMENTS (UNDECIDED)

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.A.2.

Meeting Date: January 11, 2021

From: Dan Miller, (Planning and Zoning Manager)

Subject: An Ordinance amending the Future Land Use map of the Comprehensive Plan for the City of Leesburg, changing the Future Land Use map designation of certain property containing approximately 0.46 acres, being generally located on the West side of Sleepy Hollow Road and North of Old Tavares Road, lying in Section 20, Township 19 South, Range 25 East, Lake County, Florida from Lake County Urban Low Density to City of Leesburg Estate; and providing an effective date. (CWC SSCP Old Tavares Road - SSCP)

Staff Recommendation:

The Planning Commission and Planning and Zoning Staff recommend approval of the request to amend the Future Land Use Map on the subject property from Lake County Urban Low Density to City of Leesburg Estate Residential.

Analysis:

The applicant has submitted a request for a small scale comprehensive plan map amendment on approximately 0.46 acres of land generally located west of Sleepy Hollow Road and north of Old Tavares Road, as shown on the attached General Location Map. At this time, the property is vacant and undeveloped. The current zoning is Lake County R-1 (Rural Residential); the proposed zoning is City R-1 (Low Density Residential). The Future Land Use designation for this property is Lake County Urban Low Density and the request is for Estate Residential in the City. The proposal is for single family homes. This request is consistent and compatible with surrounding properties, and does not create a negative impact for the surrounding properties.

Also on this City Commission agenda is an Annexation application and a Rezoning application for this property, with recommendations for approval from the staff and Planning Commission. The Planning Commission held a public hearing on the application on October 22, 2020 and by a vote of 7 to 0, recommended approval.

Procurement Analysis:

N/A

Options:

1. Approve the requested amendment to the Future Land Use Map of the Comprehensive Plan as presented, or
2. Other such action as the Commission may deem appropriate.

Fiscal Impact:

No direct fiscal impact is anticipated as a result of this request.

Submission Date and Time:

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FUTURE LAND USE MAP OF THE COMPREHENSIVE PLAN FOR THE CITY OF LEESBURG, CHANGING THE FUTURE LAND USE MAP DESIGNATION OF CERTAIN PROPERTY CONTAINING APPROXIMATELY 0.46 ACRES, BEING GENERALLY LOCATED ON THE WEST SIDE OF SLEEPY HOLLOW ROAD AND NORTH OF OLD TAVARES ROAD, LYING IN SECTION 20, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA FROM LAKE COUNTY URBAN LOW DENSITY TO CITY OF LEESBURG ESTATE; AND PROVIDING AN EFFECTIVE DATE. (CWC SSCP OLD TAVARES ROAD - SSCP)

800x600 Normal 0 false false false EN-US X-NONE X-NONE

WHEREAS, the City Commission has received written objections, recommendations, and comments from the City of Leesburg Planning Commission acting as the Local Planning Agency, 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 an approximate 0.46 acre parcel(s) of land generally located on the west side of Sleepy Hollow Road and north Old Tavares Road from Lake County Urban Low Density to City Estate as shown on Attachment 1, the revised map of said area, lying in Section 20, Township 19 South, Range 25 East, Lake County, Florida, legally described as:

Legal Description

(See Exhibit A)

Section 2.

All ordinances or part of ordinances in conflict with any of the provisions of this ordinance are

hereby repealed.

Section 3.

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

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

THE CITY OF LEESBURG

Mayor

ATTEST:

City Clerk

EXHIBIT A

LEGAL DESCRIPTION

**W 55 FT OF E 265 FT OF S 201.5 FT OF N 526.5 FT OF S 1/2 OF GOV LOT 5--LESS RD--
ORB 662 PG 2050**

Further described as Alternate Key # 1586411 and physically addressed as 2530 Old Tavares Road,
Leesburg, Florida.

AND

**W 55 FT OF E 265 FT OF S 201.5 FT OF N 526.5 FT OF S 1/2 OF GOV LOT 5--LESS RD--
ORB 662 PG 2050**

Further described as Alternate Key # 1586411 and physically addressed as 2530 Old Tavares Road,
Leesburg, Florida.

CITY OF LEESBURG PLANNING & ZONING DIVISION

STAFF SUMMARY

OWNER: Christian Worship Center
PETITIONER: John H. Christian
PROJECT: Christian Worship Center Homes
REQUEST: SSCP (Small Scale Comprehensive Plan) and PUD (Planned Unit Development)
CASE NO.: SSCP-20-204; RZ-20-205; ANNX-20-200

GENERAL LOCATION: The property is located west of Sleepy Hollow Road and north of Old Tavares Road.

FUTURE LAND USE DESIGNATION: Lake County Urban Low Density

SURROUNDING FUTURE LAND USE DESIGNATION:

North — Lake County Urban Low Density
South — City of Leesburg Estate Residential
East — Lake County Urban Low Density
West — Lake County Urban Low Density

PROPOSED FUTURE LAND USE DESIGNATION:

City of Leesburg Estate Density Residential

EXISTING ZONING DESIGNATION

Lake County R-1 (Rural Residential)

SURROUNDING ZONING DESIGNATIONS:

North — Lake County R-1 (Rural Residential)
South — City of Leesburg R-1 (Low Density Residential)
East — Lake County R-1 (Rural Residential)
West — Lake County R-1 (Rural Residential)

PROPOSED ZONING DESIGNATION: R-1 (Low Density Residential)

EXISTING LAND USE: Vacant government lots.

SURROUNDING LAND USE:

North — Residential
South — Residential
East — Residential
West — Residential

PROPOSED LAND USE: Construction of a single-family home on each lot.

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

DATE: October 5, 2020
OWNER: Christian Worship Center
PETITIONER: John H. Christian
PROJECT: Christian Worship Center Homes
REQUEST: SSCP (Small Scale Comprehensive Plan)
CASE NO.: SSCP-20-204; RZ-20-205; ANNX-20-200

THE FOLLOWING COMMENTS RECEIVED FROM EACH DEPARTMENT:

POLICE

No comments received as of 10/16/20

FIRE

No comments from Fire Department. Amanda Stevenson 10/6/20

ELECTRIC

Electric has no objections. The property owner will have to pay to have electric installed to the lot. Steve Davis 10/5/20

GAS

No comments received as of 10/16/20

GIS

No comments received as of 10/16/20

BUILDING

No comments received as of 10/16/20

PUBLIC WORKS

Public Works has no issues with this. Cliff Kelsey 10/6/20

ADDRESSING

No comments received as of 10/16/20

ECONOMIC DEVELOPMENT

No comments received as of 10/16/20

LAKE COUNTY PUBLIC WORKS

Thanks Helen LaValley 9/3/20

LAKE COUNTY SCHOOLS

No comments received as of 10/16/20

PUBLIC RESPONSES

Approval

approvals

Disapproval

No comments received as of 10/16/20

Notice of Appearance filed:

PUBLIC COMMENTS (APPROVAL)

PUBLIC COMMENTS (DISAPPROVAL)

PUBLIC COMMENTS (UNDECIDED)



**CITY OF LEESBURG PLANNING & ZONING DIVISION
RECOMMENDATIONS**

DATE: October 22, 2020
OWNER: Christian Worship Center
PETITIONER: John H. Christian
PROJECT: Christian Worship Center Homes
REQUEST: Rezoning
CASE NO.: RZ-20-205

THE PLANNING & ZONING DIVISION RECOMMENDS:

APPROVAL of this request

for the following reason(s):

1. The proposed request is compatible with the current surrounding zoning districts of Lake County R-1 (Rural Residential) and City of Leesburg R-1 (Low Density Residential).
2. The proposed request will allow one single family residential structure on each lot that is consistent with the current surrounding Future Land Use category of Lake County Urban Low Density and City Estate Residential.
3. The proposed request does not appear to create a detriment to surrounding properties.

Action Requested:

1. Vote to approve staff's recommendation to rezone the subject property from Lake County R-1 (Rural Residential) to City of Leesburg R-1 (Low Density Residential) and forward to the City Commission for consideration.



DRAFT SUMMARY MINUTES OF THE REGULAR MEETING
OF THE PLANNING COMMISSION
VENETIAN CENTER
THURSDAY, OCTOBER 22ND, 2020 - 4:30 P.M.

The Planning Commission of the City of Leesburg held its regular meeting Thursday, October 22nd, 2020, at Venetian Center.

Chairman Ted Bowersox called the meeting to order at 4:31 p.m.

The following Commission members were present:

Ted Bowersox – Chairman
Frazier Marshall
John O’Kelley
Michael Fitzpatrick
Alfred Haliday
Chris Wood
Nathaniel Sanders

The following Commission members were absent:

Ze’Shieca Carter

City staff in attendance included Dan Miller, Planning & Zoning Manager, Careylee Murray, Planner, Kandi Harper, Senior Planner, Sabrina Mitchell, Administrative Assistant II, Dianne Pacewicz, Planner, and City Attorney Fred Morrison was also present.

The meeting opened with an invocation given by Chairman Bowersox, followed by the Pledge of Allegiance to the Flag.

Dianne Pacewicz informed the audience of the rules of participation and the need to sign the speaker’s registry. She also informed Commissioners and the audience that the City Commission meeting dates are tentatively scheduled.

Sabrina Mitchell swore in staff as well as anyone in the audience wishing to speak.

Chairman Bowersox called for the first case under new business be brought forward.

NEW BUSINESS

1. PUBLIC HEARING CASE # SSCP-20-204 – CHRISTIAN WORSHIP CENTER HOMES – SMALL SCALE COMPREHENSIVE PLAN AMENDMENT

AN ORDINANCE AMENDING THE COMPREHENSIVE PLAN OF THE CITY OF LEESBURG, CHANGING THE FUTURE LAND USE DESIGNATION OF CERTAIN PROPERTY CONTAINING APPROXIMATELY 0.46 ACRES FROM LAKE COUNTY URBAN LOW DENSITY TO CITY OF LEESBURG ESTATE DENSITY RESIDENTIAL FOR A PROPERTY GENERALLY LOCATED WEST OF SLEEPY HOLLOW ROAD AND NORTH OF OLD TAVARES ROAD AS LEGALLY DESCRIBED IN SECTION 20, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. **(CITY COMMISSION DATES ARE TENTATIVELY SCHEDULED FOR FIRST READING ON MONDAY, DECEMBER 14, 2020 AND SECOND READING ON MONDAY, JANUARY 11, 2021)** (CWC Homes)

Dianne Pacewicz stated these two cases for this proposal to be heard, one is for the Comprehensive Plan Amendment and the other is for a Rezoning. There is also an Annexation application which goes before the City Commission; with the Chairman's permission, staff requested that both cases be heard as a whole and then afterward the Commission could vote on each case individually.

Dianne Pacewicz introduced case number #SSCP-20-204 – Christian Worship Center Homes – Small Scale Comprehensive Plan Amendment and case number #RZ-20-205 – Christian Worship Center Homes - Rezoning into the record and entered the exhibits into the record with maps and photo exhibits including aerial, zoning, future and surrounding land use, wetlands/flood zone maps, CRA maps, staff summary, departmental review summary, and staff recommendations.

Dianne Pacewicz gave a background of the subject property and current zoning.

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; there were no comments or objections from city departments and no comments from the public.

Dianne Pacewicz read the Staff Recommendations for both cases into the record; Staff recommended approval for both cases.

Pastor John Christian gave a presentation of the subject property and stated this is something new for our church; remodeled a lot of properties here in Leesburg but this is the first one from start to finish; looking forward to being in the City of Leesburg; Sunnyside area will be a great start; proposed home will be compatible with the neighborhood; previous structures.

Mr. Bowersox asked if any Commissioners had any questions of the applicant.

Commissioners discussed about who would be living in the homes, and if the lots were platted.

Chairman Bowersox stated that the vote needed to be made one at a time for each case.

Chairman Bowersox entertained a motion, and then the voting took place.

Commissioner O'Kelley made a MOTION for APPROVAL of case # SSCP-20-204 – CHRISTIAN WORSHIP CENTER HOMES – SMALL SCALE COMPREHENSIVE PLAN AMENDMENT Commissioner Marshall SECONDED the MOTION which CARRIED UNANIMOUSLY by a vote of 6 - 0.

2. PUBLIC HEARING CASE # RZ-20-205 – CHRISTIAN WORSHIP CENTER HOMES – REZONING

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, REZONING APPROXIMATELY 0.46 ACRES FROM LAKE COUNTY R-1 (RURAL RESIDENTIAL) TO CITY OF LEESBURG R-1 (RURAL RESIDENTIAL) FOR A PROPERTY GENERALLY LOCATED WEST OF SLEEPY HOLLOW ROAD AND NORTH OF OLD TAVARES ROAD AS LEGALLY DESCRIBED IN SECTION 20, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. **(CITY COMMISSION DATES ARE TENTATIVELY SCHEDULED FOR FIRST READING ON MONDAY, DECEMBER 14, 2020 AND SECOND READING ON MONDAY, JANUARY 11, 2021)** (CWC Homes)

Chairman Bowersox entertained a motion, and then the voting took place.

Commissioner Fitzpatrick made a MOTION for APPROVAL of case # RZ-20-205 – CHRISTIAN WORSHIP CENTER HOMES – REZONING Commissioner Wood SECONDED the MOTION which CARRIED UNANIMOUSLY by a vote of 7- 0.

DISCUSSION

Dan Miller stated he was so proud of his Staff, for the first time in the history of Leesburg the entire Planning & Zoning meeting--every single thing had been done by the ladies; just wanted to put on the record how proud he is of his staff.

Chairman Bowersox announced that it is wonderful having Commissioner Sanders on the board and he looks forward to spending many meetings with him and getting to know him better.

ADJOURNMENT

Approximately 4:54 p.m.

Ted W. Bowersox, Chairman

Sabrina Mitchell, Administrative Assistant II



Posting of sign on property.



Close up of sign posting.



Looking west along Old Tavares Road from sign posting.

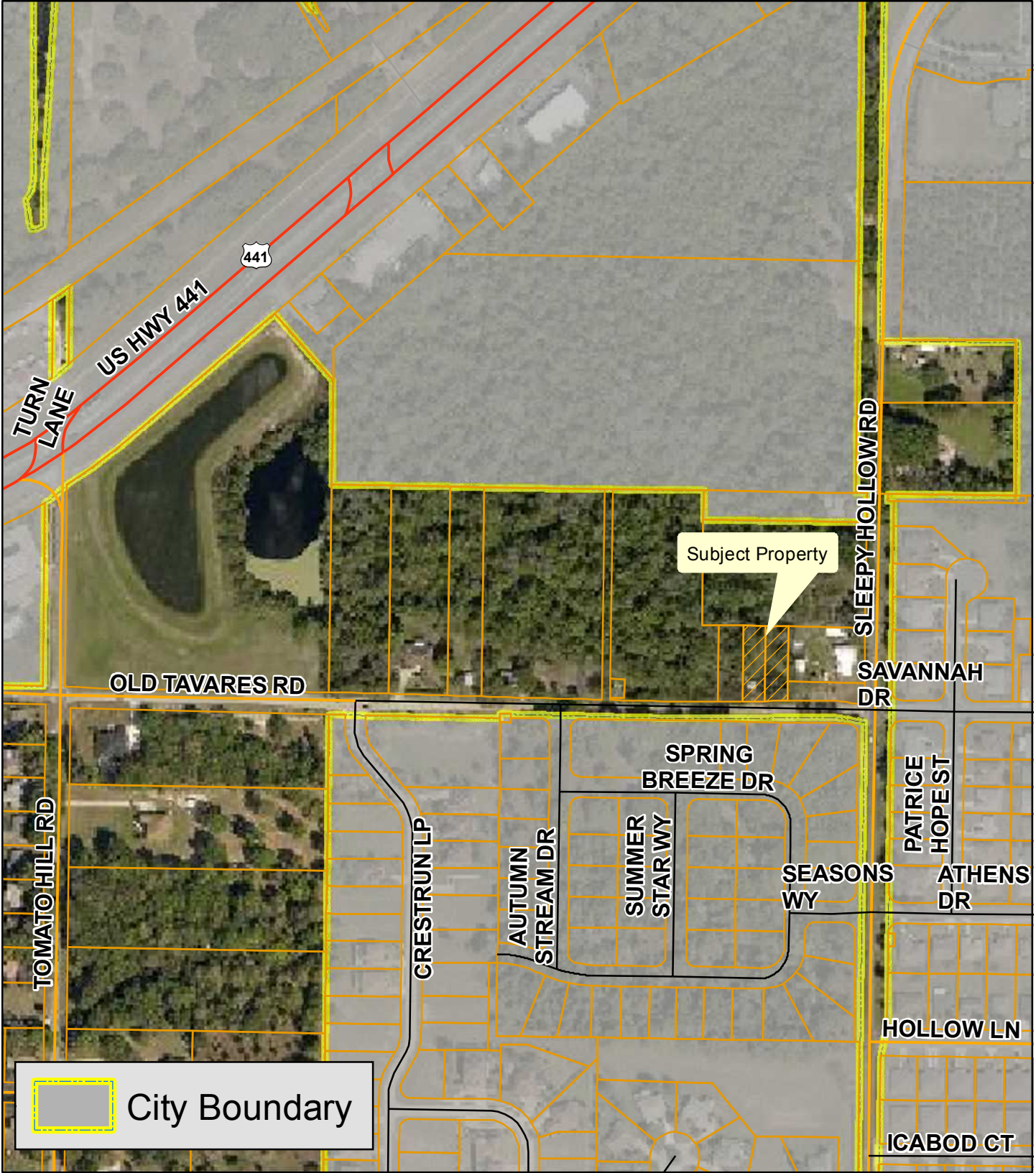


Looking south across Old Tavares Road from sign posting. (rear of Seasons at Hillside Subdivision).

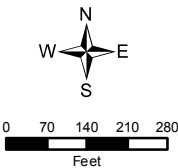


Looking east along Old Tavares Road from sign posting.

City Boundary

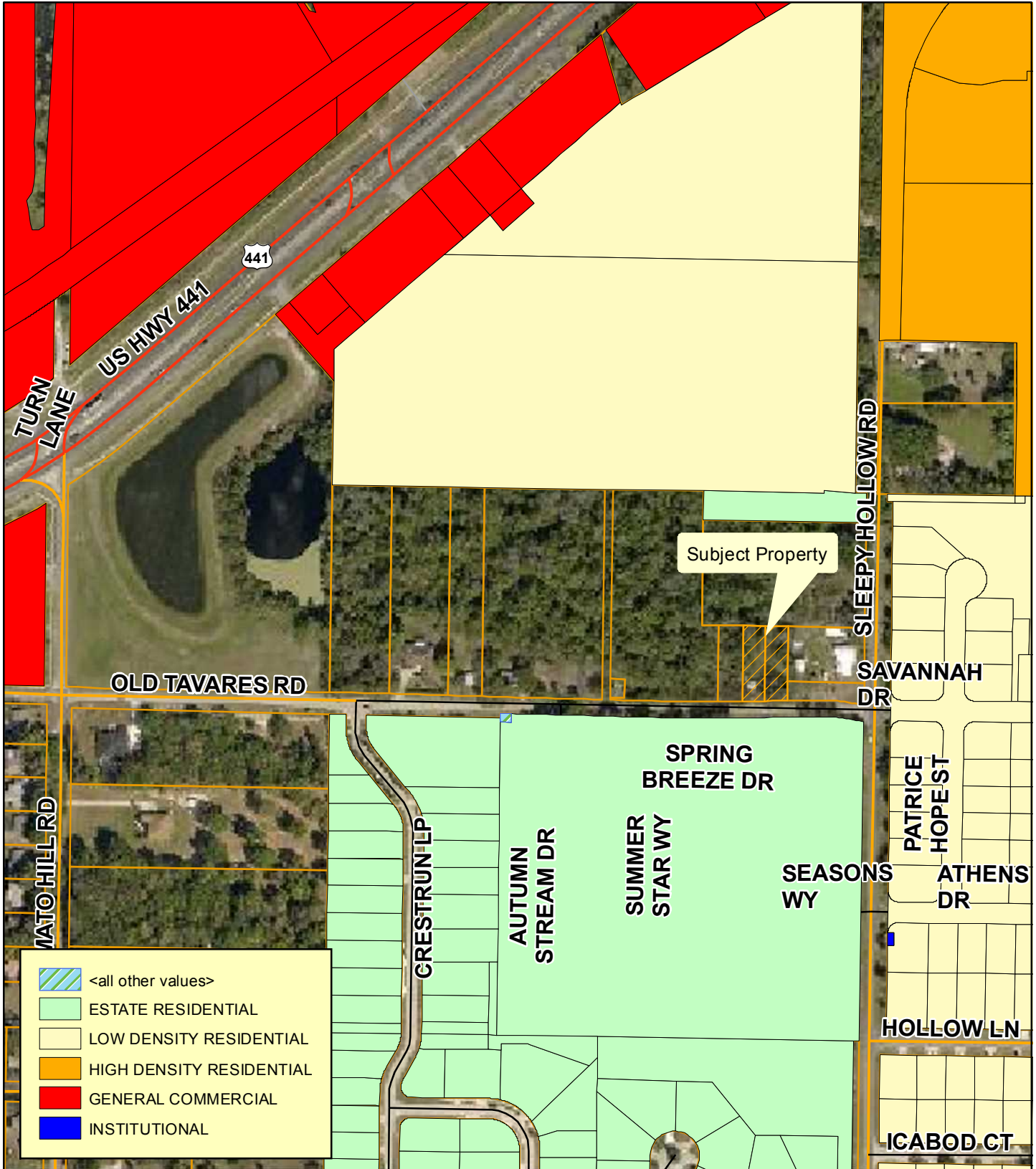


Planning
& Zoning
Division

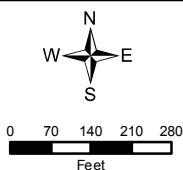


ANNX-20-200; SSCP-20-204; RZ-20-205
Christian Worship Center Homes
AK#: 1586411; 1586429
Section 20, Township 19 South, Range 25 East
September 29, 2020

Future Land Use

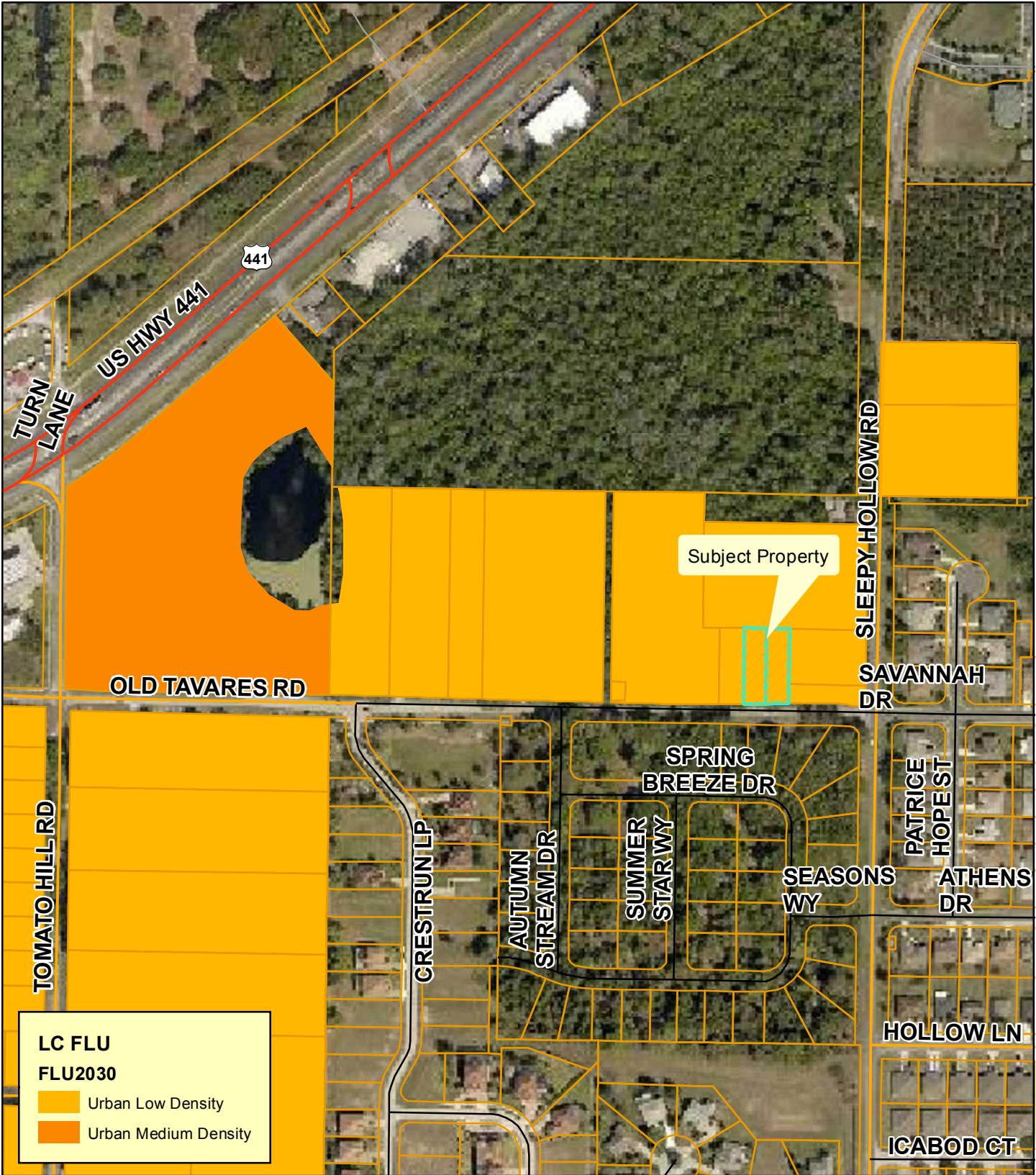


**Planning
& Zoning
Division**

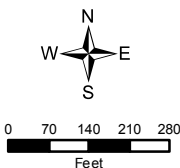


ANNX-20-200; SSCP-20-204; RZ-20-205
 Christian Worship Center Homes
 AK#: 1586411; 1586429
 Section 20, Township 19 South, Range 25 East
 September 29, 2020

Lake County Future Land Use



**Planning
& Zoning
Division**

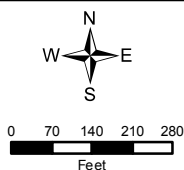


ANNX-20-200; SSCP-20-204; RZ-20-205
 Christian Worship Center Homes
 AK#: 1586411; 1586429
 Section 20, Township 19 South, Range 25 East
 September 29, 2020

PROPOSED FUTURE LAND USE



**Planning
& Zoning
Division**

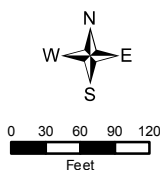


ANNX-20-200; SSCP-20-204; RZ-20-205
 Christian Worship Center Homes
 AK#: 1586411; 1586429
 Section 20, Township 19 South, Range 25 East
 September 29, 2020

Surrounding Existing Land Uses



**Planning
& Zoning
Division**



ANNX-20-200; SSCP-20-204; RZ-20-205

Christian Worship Center Homes

AK#: 1586411; 1586429

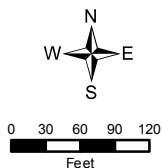
Section 20, Township 19 South, Range 25 East

September 29, 2020

Wetlands and Flood Zones



**Planning
& Zoning
Division**



ANNX-20-200; SSCP-20-204; RZ-20-205
 Christian Worship Center Homes
 AK#: 1586411; 1586429
 Section 20, Township 19 South, Range 25 East
 September 29, 2020

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.A.3.

Meeting Date: January 11, 2021

From: Dan Miller, (Planning and Zoning Manager)

Subject: An Ordinance of the City of Leesburg, Florida, Rezoning approximately 0.46 +/- acres from Lake County R-1 (Rural Residential) to City R-1 (Low Density Residential) for a property generally located West of Sleepy Hollow Road and North of Old Tavares Road, as legally described in Section 20, Township 19 South, Range 25 East, Lake County, Florida; and providing an effective date. (CWC Old Tavares Road - RZ)

Staff Recommendation:

The Planning Commission and Planning and Zoning Staff recommend approval of the request to rezone the subject property from Lake County R-1 (Rural Residential) to City of Leesburg R-1 (Low Density Residential).

Analysis:

The subject property is generally located west of Sleepy Hollow Road and north of Old Tavares Road as seen on the attached maps. The current Future Land Use designation is Lake County Urban Low Density and the proposed designation City of Leesburg Estate. The current zoning is Lake County Lake County R-1 (Rural Residential) with a proposed zoning in the City of Leesburg to City of Leesburg R-1 (Low Density Residential). This request is consistent and compatible with the area, and does not create a negative impact for the surrounding properties. The purpose of this request is to construct single family residential units in the future.

The Planning Commission held a public hearing on the application on October 22, 2020, and by a vote of 7 to 0, recommended approval.

Procurement Analysis:

N/A

Options:

1. Approve the proposed rezoning from Lake County R-1 (Rural Residential) to City of Leesburg R-1 (Low Density Residential) as presented; or
2. Other such action as the Commission may deem appropriate.

Fiscal Impact:

No direct fiscal impact is anticipated as a result of this request. A small positive fiscal impact will result from the future development of this property, including revenue from impact fees, ad valorem taxes and utility fees.

Submission Date and Time:

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, REZONING APPROXIMATELY 0.46 +/- ACRES FROM LAKE COUNTY R-1 (RURAL RESIDENTIAL) TO CITY R-1 (LOW DENSITY RESIDENTIAL) FOR A PROPERTY GENERALLY LOCATED WEST OF SLEEPY HOLLOW ROAD AND NORTH OF OLD TAVARES ROAD, AS LEGALLY DESCRIBED IN SECTION 20, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (CWC OLD TAVARES ROAD - RZ)

800x600 Normal 0 false false false EN-US X-NONE X-NONE

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

Section 1.

Based upon the petition Christian Worship Center, (John Christian, 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, hereby is rezoned to City R-1 (Low Density Residential) zoning, 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 11th day of January 2021.

THE CITY OF LEESBURG

Mayor

ATTEST:

City Clerk

EXHIBIT A

LEGAL DESCRIPTION

**W 55 FT OF E 265 FT OF S 201.5 FT OF N 526.5 FT OF S 1/2 OF GOV LOT 5--LESS RD--
ORB 662 PG 2050**

Further described as Alternate Key # 1586411 and physically addressed as 2530 Old Tavares Road,
Leesburg, Florida.

AND

**W 55 FT OF E 265 FT OF S 201.5 FT OF N 526.5 FT OF S 1/2 OF GOV LOT 5--LESS RD--
ORB 662 PG 2050**

Further described as Alternate Key # 1586411 and physically addressed as 2530 Old Tavares Road,
Leesburg, Florida.

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

DATE: October 5, 2020
OWNER: Christian Worship Center
PETITIONER: John H. Christian
PROJECT: Christian Worship Center Homes
REQUEST: SSCP (Small Scale Comprehensive Plan)
CASE NO.: SSCP-20-204; RZ-20-205; ANNX-20-200

THE FOLLOWING COMMENTS RECEIVED FROM EACH DEPARTMENT:

POLICE

No comments received as of 10/16/20

FIRE

No comments from Fire Department. Amanda Stevenson 10/6/20

ELECTRIC

Electric has no objections. The property owner will have to pay to have electric installed to the lot. Steve Davis 10/5/20

GAS

No comments received as of 10/16/20

GIS

No comments received as of 10/16/20

BUILDING

No comments received as of 10/16/20

PUBLIC WORKS

Public Works has no issues with this. Cliff Kelsey 10/6/20

ADDRESSING

No comments received as of 10/16/20

ECONOMIC DEVELOPMENT

No comments received as of 10/16/20

LAKE COUNTY PUBLIC WORKS

Thanks Helen LaValley 9/3/20

LAKE COUNTY SCHOOLS

No comments received as of 10/16/20

PUBLIC RESPONSES

Approval

approvals

Disapproval

No comments received as of 10/16/20

Notice of Appearance filed:

PUBLIC COMMENTS (APPROVAL)

PUBLIC COMMENTS (DISAPPROVAL)

PUBLIC COMMENTS (UNDECIDED)

CITY OF LEESBURG PLANNING & ZONING DIVISION

STAFF SUMMARY

OWNER: Christian Worship Center
PETITIONER: John H. Christian
PROJECT: Christian Worship Center Homes
REQUEST: SSCP (Small Scale Comprehensive Plan) and PUD (Planned Unit Development)
CASE NO.: SSCP-20-204; RZ-20-205; ANNX-20-200

GENERAL LOCATION: The property is located west of Sleepy Hollow Road and north of Old Tavares Road.

FUTURE LAND USE DESIGNATION: Lake County Urban Low Density

SURROUNDING FUTURE LAND USE DESIGNATION:

North — Lake County Urban Low Density
South — City of Leesburg Estate Residential
East — Lake County Urban Low Density
West — Lake County Urban Low Density

PROPOSED FUTURE LAND USE DESIGNATION:

City of Leesburg Estate Density Residential

EXISTING ZONING DESIGNATION

Lake County R-1 (Rural Residential)

SURROUNDING ZONING DESIGNATIONS:

North — Lake County R-1 (Rural Residential)
South — City of Leesburg R-1 (Low Density Residential)
East — Lake County R-1 (Rural Residential)
West — Lake County R-1 (Rural Residential)

PROPOSED ZONING DESIGNATION: R-1 (Low Density Residential)

EXISTING LAND USE: Vacant government lots.

SURROUNDING LAND USE:

North — Residential
South — Residential
East — Residential
West — Residential

PROPOSED LAND USE: Construction of a single-family home on each lot.



**CITY OF LEESBURG PLANNING & ZONING DIVISION
RECOMMENDATIONS**

DATE: October 22, 2020
OWNER: Christian Worship Center
PETITIONER: John H. Christian
PROJECT: Christian Worship Center Homes
REQUEST: Rezoning
CASE NO.: RZ-20-205

THE PLANNING & ZONING DIVISION RECOMMENDS:

APPROVAL of this request

for the following reason(s):

1. The proposed request is compatible with the current surrounding zoning districts of Lake County R-1 (Rural Residential) and City of Leesburg R-1 (Low Density Residential).
2. The proposed request will allow one single family residential structure on each lot that is consistent with the current surrounding Future Land Use category of Lake County Urban Low Density and City Estate Residential.
3. The proposed request does not appear to create a detriment to surrounding properties.

Action Requested:

1. Vote to approve staff's recommendation to rezone the subject property from Lake County R-1 (Rural Residential) to City of Leesburg R-1 (Low Density Residential) and forward to the City Commission for consideration.



DRAFT SUMMARY MINUTES OF THE REGULAR MEETING
OF THE PLANNING COMMISSION
VENETIAN CENTER
THURSDAY, OCTOBER 22ND, 2020 - 4:30 P.M.

The Planning Commission of the City of Leesburg held its regular meeting Thursday, October 22nd, 2020, at Venetian Center.

Chairman Ted Bowersox called the meeting to order at 4:31 p.m.

The following Commission members were present:

Ted Bowersox – Chairman
Frazier Marshall
John O’Kelley
Michael Fitzpatrick
Alfred Haliday
Chris Wood
Nathaniel Sanders

The following Commission members were absent:

Ze’Shieca Carter

City staff in attendance included Dan Miller, Planning & Zoning Manager, Careylee Murray, Planner, Kandi Harper, Senior Planner, Sabrina Mitchell, Administrative Assistant II, Dianne Pacewicz, Planner, and City Attorney Fred Morrison was also present.

The meeting opened with an invocation given by Chairman Bowersox, followed by the Pledge of Allegiance to the Flag.

Dianne Pacewicz informed the audience of the rules of participation and the need to sign the speaker’s registry. She also informed Commissioners and the audience that the City Commission meeting dates are tentatively scheduled.

Sabrina Mitchell swore in staff as well as anyone in the audience wishing to speak.

Chairman Bowersox called for the first case under new business be brought forward.

NEW BUSINESS

1. PUBLIC HEARING CASE # SSCP-20-204 – CHRISTIAN WORSHIP CENTER HOMES – SMALL SCALE COMPREHENSIVE PLAN AMENDMENT

AN ORDINANCE AMENDING THE COMPREHENSIVE PLAN OF THE CITY OF LEESBURG, CHANGING THE FUTURE LAND USE DESIGNATION OF CERTAIN PROPERTY CONTAINING APPROXIMATELY 0.46 ACRES FROM LAKE COUNTY URBAN LOW DENSITY TO CITY OF LEESBURG ESTATE DENSITY RESIDENTIAL FOR A PROPERTY GENERALLY LOCATED WEST OF SLEEPY HOLLOW ROAD AND NORTH OF OLD TAVARES ROAD AS LEGALLY DESCRIBED IN SECTION 20, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. **(CITY COMMISSION DATES ARE TENTATIVELY SCHEDULED FOR FIRST READING ON MONDAY, DECEMBER 14, 2020 AND SECOND READING ON MONDAY, JANUARY 11, 2021)** (CWC Homes)

Dianne Pacewicz stated these two cases for this proposal to be heard, one is for the Comprehensive Plan Amendment and the other is for a Rezoning. There is also an Annexation application which goes before the City Commission; with the Chairman's permission, staff requested that both cases be heard as a whole and then afterward the Commission could vote on each case individually.

Dianne Pacewicz introduced case number #SSCP-20-204 – Christian Worship Center Homes – Small Scale Comprehensive Plan Amendment and case number #RZ-20-205 – Christian Worship Center Homes - Rezoning into the record and entered the exhibits into the record with maps and photo exhibits including aerial, zoning, future and surrounding land use, wetlands/flood zone maps, CRA maps, staff summary, departmental review summary, and staff recommendations.

Dianne Pacewicz gave a background of the subject property and current zoning.

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; there were no comments or objections from city departments and no comments from the public.

Dianne Pacewicz read the Staff Recommendations for both cases into the record; Staff recommended approval for both cases.

Pastor John Christian gave a presentation of the subject property and stated this is something new for our church; remodeled a lot of properties here in Leesburg but this is the first one from start to finish; looking forward to being in the City of Leesburg; Sunnyside area will be a great start; proposed home will be compatible with the neighborhood; previous structures.

Mr. Bowersox asked if any Commissioners had any questions of the applicant.

Commissioners discussed about who would be living in the homes, and if the lots were platted.

Chairman Bowersox stated that the vote needed to be made one at a time for each case.

Chairman Bowersox entertained a motion, and then the voting took place.

Commissioner O'Kelley made a MOTION for APPROVAL of case # SSCP-20-204 – CHRISTIAN WORSHIP CENTER HOMES – SMALL SCALE COMPREHENSIVE PLAN AMENDMENT Commissioner Marshall SECONDED the MOTION which CARRIED UNANIMOUSLY by a vote of 6 - 0.

2. PUBLIC HEARING CASE # RZ-20-205 – CHRISTIAN WORSHIP CENTER HOMES – REZONING

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, REZONING APPROXIMATELY 0.46 ACRES FROM LAKE COUNTY R-1 (RURAL RESIDENTIAL) TO CITY OF LEESBURG R-1 (RURAL RESIDENTIAL) FOR A PROPERTY GENERALLY LOCATED WEST OF SLEEPY HOLLOW ROAD AND NORTH OF OLD TAVARES ROAD AS LEGALLY DESCRIBED IN SECTION 20, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. **(CITY COMMISSION DATES ARE TENTATIVELY SCHEDULED FOR FIRST READING ON MONDAY, DECEMBER 14, 2020 AND SECOND READING ON MONDAY, JANUARY 11, 2021)** (CWC Homes)

Chairman Bowersox entertained a motion, and then the voting took place.

Commissioner Fitzpatrick made a MOTION for APPROVAL of case # RZ-20-205 – CHRISTIAN WORSHIP CENTER HOMES – REZONING Commissioner Wood SECONDED the MOTION which CARRIED UNANIMOUSLY by a vote of 7- 0.

DISCUSSION

Dan Miller stated he was so proud of his Staff, for the first time in the history of Leesburg the entire Planning & Zoning meeting--every single thing had been done by the ladies; just wanted to put on the record how proud he is of his staff.

Chairman Bowersox announced that it is wonderful having Commissioner Sanders on the board and he looks forward to spending many meetings with him and getting to know him better.

ADJOURNMENT

Approximately 4:54 p.m.

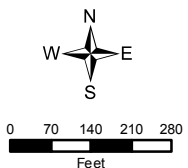
Ted W. Bowersox, Chairman

Sabrina Mitchell, Administrative Assistant II

Aerial

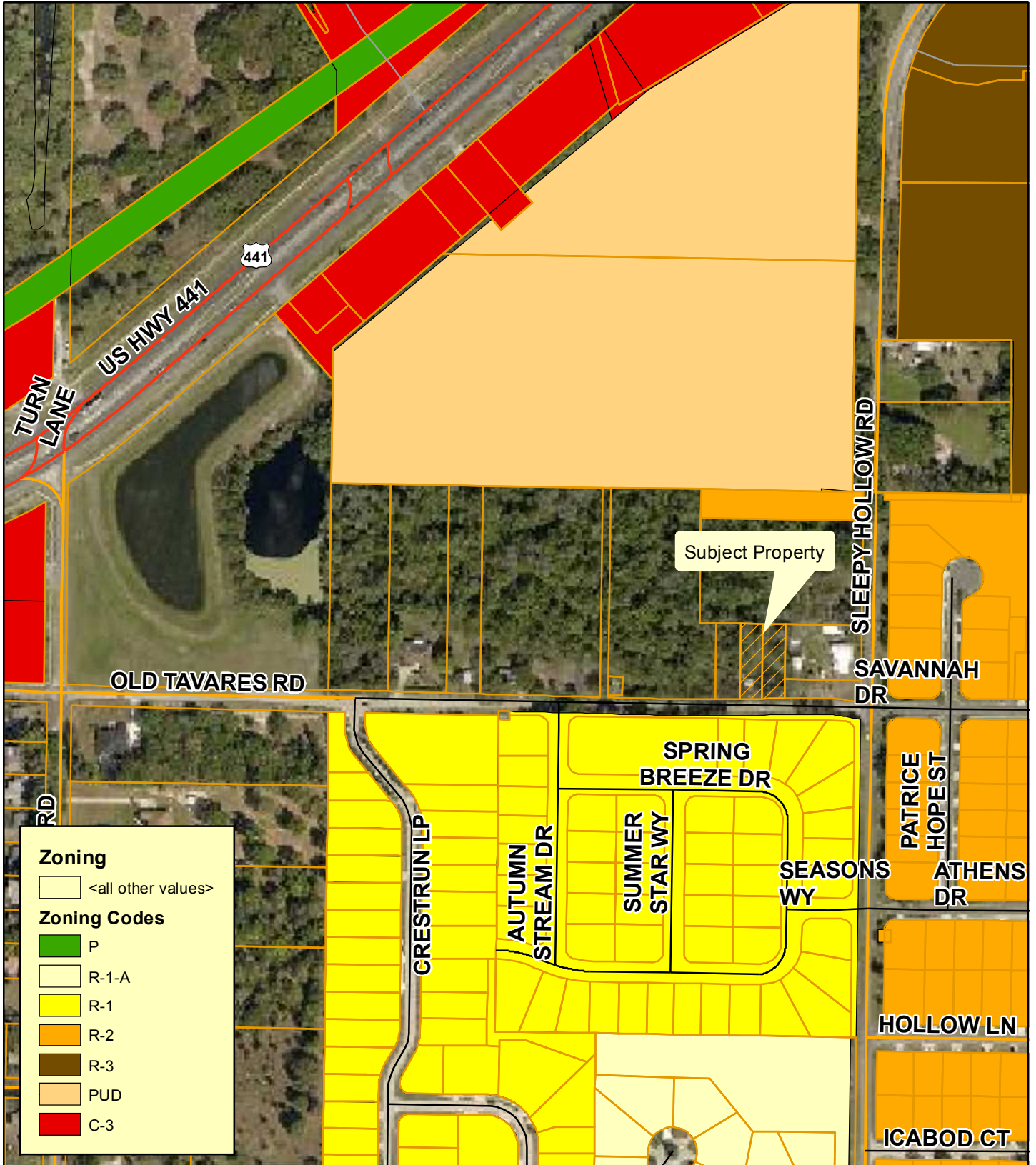


**Planning
& Zoning
Division**

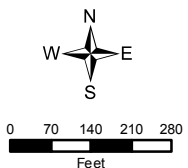


ANNX-20-200; SSCP-20-204; RZ-20-205
Christian Worship Center Homes
AK#: 1586411; 1586429
Section 20, Township 19 South, Range 25 East
September 29, 2020

Zoning

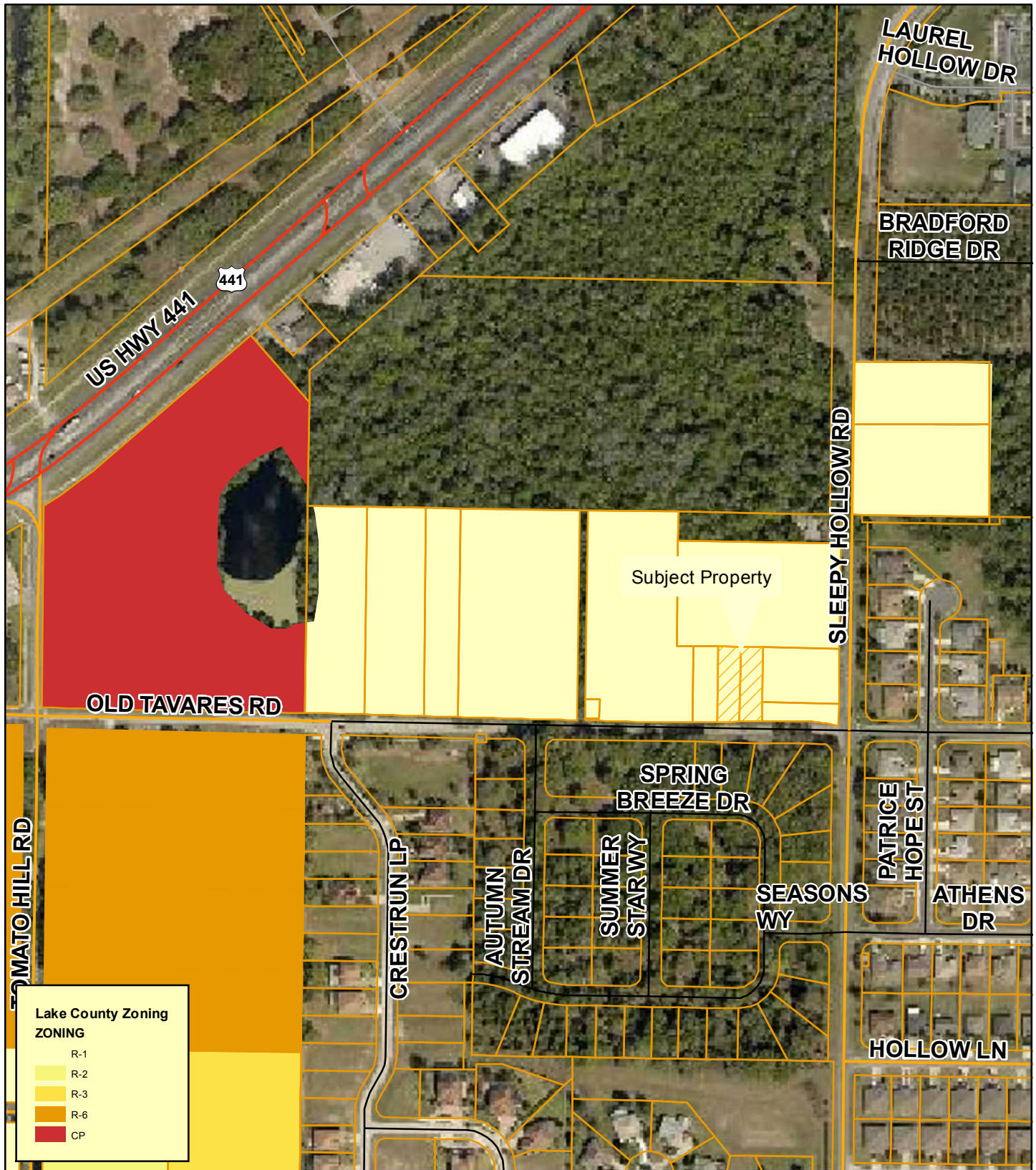


**Planning
& Zoning
Division**

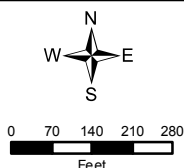


ANNX-20-200; SSCP-20-204; RZ-20-205
 Christian Worship Center Homes
 AK#: 1586411; 1586429
 Section 20, Township 19 South, Range 25 East
 September 29, 2020

Lake County Zoning



**Planning
& Zoning
Division**

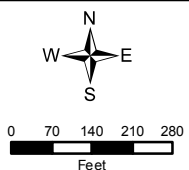


ANNX-20-200; SSCP-20-204; RZ-20-205
 Christian Worship Center Homes
 AK#: 1586411; 1586429
 Section 20, Township 19 South, Range 25 East
 September 29, 2020

PROPOSED ZONING



**Planning
& Zoning
Division**

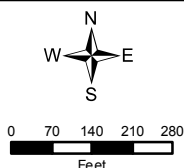


ANNX-20-200; SSCP-20-204; RZ-20-205
 Christian Worship Center Homes
 AK#: 1586411; 1586429
 Section 20, Township 19 South, Range 25 East
 September 29, 2020

Community Redevelopment Area



**Planning
& Zoning
Division**

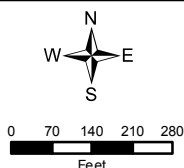


ANNX-20-200; SSCP-20-204; RZ-20-205
Christian Worship Center Homes
AK#: 1586411; 1586429
Section 20, Township 19 South, Range 25 East
September 29, 2020

Commission District



**Planning
& Zoning
Division**



ANNX-20-200; SSCP-20-204; RZ-20-205
 Christian Worship Center Homes
 AK#: 1586411; 1586429
 Section 20, Township 19 South, Range 25 East
 September 29, 2020

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.A.4.

Meeting Date: January 11, 2021

From: Dan Miller, (Planning and Zoning Manager)

Subject: An Ordinance of the City of Leesburg, Florida, modifying the conditions of approval on approximately 19.5 +/- acres for property generally located North of U.S. Highway 441, West of North Lake Avenue and South of Bentley Road, as legally described in Section 30, Township 19 South, Range 25 East, Lake County, Florida; and providing an effective date. (Lake Griffin Reserve PDO Amendment)

Staff Recommendation:

Staff recommends approval of the request to revise the Planned Development Overlay Conditions by changing the recreational amenities required by the Overlay agreement.

Analysis:

The subject property is located at the north end of Lake Avenue as seen in the attached exhibits. The property is currently zoned R-3(High Density Residential, with a PDO (Planned Development Overlay) which allows a maximum of 100 single family residential units. The request is to allow a change in the amenities required in the PDO (Planned Development Overlay) zoning . The applicant proposes provide items such as cabanas, BBQ grills, a children's play ground area and a "dog park" and eliminate the requirement for a swimming pool. Staff has no objection to this request. This request does not create a negative impact on the surrounding properties.

Procurement Analysis:

N/A

Options:

1. Approve the request to amend the Planned Development Overlay zoning.
2. Other such action as the City Commission may choose.

Fiscal Impact:

No fiscal impact is anticipated as a result of this request.

Submission Date and Time:

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, MODIFYING THE CONDITIONS OF APPROVAL ON APPROXIMATELY 19.5 +/- ACRES FOR PROPERTY GENERALLY LOCATED NORTH OF U.S. HIGHWAY 441, WEST OF NORTH LAKE AVENUE AND SOUTH OF BENTLEY ROAD, AS LEGALLY DESCRIBED IN SECTION 30, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (LAKE GRIFFIN RESERVE PDO AMENDMENT)

800x600 Normal 0 false false false EN-US X-NONE X-NONE **BE IT ENACTED BY THE PEOPLE OF THE CITY OF LEESBURG, FLORIDA, that:**

Section 1.

Based upon the petition of **LEESBURG DEVELOPMENT III, LLC** (Richard C. Wohlfarth), 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, hereby is rezoned from R-3 (High Density Residential) with a PDO (Planned Development Overlay) to R-3 (High Density Residential) with a PDO (Planned Development Overlay), zoning, 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 11th day of January 2021.

THE CITY OF LEESBURG

Mayor

ATTEST:

City Clerk

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

DATE: June 18, 2020
OWNER: Community Development Corporation of Leesburg, Inc.
PETITIONER: John H. Christian
PROJECT: Durden Office
REQUEST: Small Planned Unit Development
CASE NO.: SPUD-20-97

GENERAL LOCATION: The property is generally located south of East Main Street and west of Mike Street.

FUTURE LAND USE DESIGNATION:
Institutional

SURROUNDING FUTURE LAND USE DESIGNATION:

North —	Institutional; Transitional
South —	Institutional
East —	Transitional
West —	General Commercial

PROPOSED FUTURE LAND USE DESIGNATION:
n/a

EXISTING ZONING DESIGNATION: R-3 (High Density Residential)

SURROUNDING ZONING DESIGNATIONS:

North —	P (Public); R-3 (High Density Residential)
South —	P (Public); R-3 (High Density Residential)
East —	R-3 (High Density Residential)
West —	R-3 (High Density Residential)

PROPOSED ZONING DESIGNATION:
SPUD (Small Planned Unit Development)

EXISTING LAND USE: Vacant building.

SURROUNDING LAND USE:

North —	Residential
South —	Residential
East —	Residential
West —	Municipal

PROPOSED LAND USE: Office use.

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

DATE: September 4, 2020
OWNER: Leesburg Development III, LLC
PETITIONER: Wohlfarth Consulting Group, LLC
PROJECT: Lake Griffin Reserve
REQUEST: Small Planned Unit Development (Modify lot sizes and building setbacks).
CASE NO.: PUD-20-174

THE FOLLOWING COMMENTS RECEIVED FROM EACH DEPARTMENT:

POLICE

No comments received as of 9/18/20

FIRE

No comments from Fire Department. Amanda Stevenson 9/4/20

ELECTRIC

Electric has no issues, but we do have a comment. We currently have a design for the approved subdivision. If the design changes, there will be additional fees to redesign the layout. Steve Davis 9/3/20

GAS

No comments received as of 9/18/20

GIS

No comments received as of 9/18/20

BUILDING

No comments received as of 9/18/20

PUBLIC WORKS

No issues from Public Works! Cliff Kelsey 9/3/20

ADDRESSING

No comments received as of 9/18/20

ECONOMIC DEVELOPMENT

No comments received as of 9/18/20

LAKE COUNTY PUBLIC WORKS

No comments received as of 9/18/20

LAKE COUNTY SCHOOLS

The school district does not have any comments for the modification of the amenities for Lake Griffin Reserve. Thanks, Helen LaValley 9/3/20

PUBLIC RESPONSES

Approval

1 approval

Disapproval

2 disapprovals 1 with comments

Notice of Appearance filed: 2

PUBLIC COMMENTS (APPROVAL)

PUBLIC COMMENTS (DISAPPROVAL)

Alfred H. & Teresia M. Moffett – The density of this undeveloped land is extremely important to all who live along North Lake Ave. and surrounding areas. There are multiple children and older family members in this area and the increase in traffic will bring much hardship to all. Any decrease in area to this complex will only increase density and ultimately increase traffic. I recommend for disapproval of this change in PUD requirement.

PUBLIC COMMENTS (UNDECIDED)



DRAFT SUMMARY MINUTES OF THE REGULAR MEETING
OF THE PLANNING COMMISSION
VENETIAN CENTER
THURSDAY, SEPTEMBER 24TH, 2020 - 4:30 P.M.

The Planning Commission of the City of Leesburg held its regular meeting Thursday, September 24th, 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
Frazier Marshall
John O’Kelley
Michael Fitzpatrick
Alfred Haliday
Chris Wood

The following Commission members were absent:

Ze’Shieca Carter

City staff in attendance included Dan Miller, Planning & Zoning Manager, Sabrina Mitchell, Administrative Assistant II, Dianne Pacewicz, Planner, Careylee Murray, Planner, Kandi Harper, Senior Planner, and City Attorney Fred Morrison was also present.

The meeting opened with an invocation given by Chairman Bowersox, followed by the Pledge of Allegiance to the Flag.

Dan Miller informed the audience of the rules of participation and the need to sign the speaker’s registry. He also informed Commissioners and the audience that the City Commission meeting dates are tentatively scheduled.

**DRAFT SUMMARY MINUTES OF THE PLANNING COMMISSION MEETING
FOR THURSDAY, AUGUST 13TH, 2020**

Commissioner O'Kelley moved to APPROVE the draft minutes from the AUGUST 13TH, 2020 meeting. Commissioner Fitzpatrick SECONDED the motion, which PASSED by a vote of 6 - 0.

DRAFT SUMMARY MINUTES OF THE PLANNING COMMISSION MEETING FOR THURSDAY, AUGUST 20TH, 2020

Commissioner Wood moved to APPROVE the draft minutes from the AUGUST 20TH, 2020 meeting. Commissioner Fitzpatrick SECONDED the motion, which PASSED by a vote of 6 - 0.

Sabrina Mitchell swore in staff as well as anyone in the audience wishing to speak.

1. PUBLIC HEARING CASE # PUD-20-174 – LAKE GRIFFIN RESERVE PUD MODIFICATION – PLANNED UNIT DEVELOPMENT

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, MODIFYING THE CONDITIONS OF APPROVAL ON APPROXIMATELY 19.5 +/- ACRES FOR PROPERTY GENERALLY LOCATED NORTH OF U.S. HIGHWAY 441, WEST OF NORTH LAKE AVENUE AND SOUTH OF BENTLEY ROAD, AS LEGALLY DESCRIBED IN SECTION 24, TOWNSHIP 19 SOUTH, RANGE 24 EAST, AND SECTION 30, TOWNSHIP 19 SOUTH, RANGE 25 EAST LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. **(CITY COMMISSION DATES ARE TENTATIVELY SCHEDULED FOR FIRST READING ON MONDAY, NOVEMBER 9, 2020 AND SECOND READING ON MONDAY, NOVEMBER 23, 2020)** (Lake Griffin Reserve PUD Modification)
(Whitemarsh PH II & III)

Dan Miller introduced case number PUD-20-174 – Lake Griffin Reserve PUD Modification – 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. Miler 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; some comments in writing concerned about the density, children, and increase of traffic; zoning already set,

strictly about recreation facilities; will pass this along to the applicant to make sure he is aware that the folks in the neighborhood are concerned.

Chairman Bowersox expressed concern regarding the major complaints. Mr. Miller read the comments into the record regarding the density, children, increase in traffic, and Mr. Miller stated it's not changing the density on the project; only thing changing if approved through Planning and City Commission if they have to have a swimming pool there or don't.

Al Moffitt expressed concern regarding lower requirements for useful recreation area; complaint not want to increase density in that area. Mr. Miller replied no they can't put a single family at all; has to be recreation.

Beth Payne expressed major concerns regarding amount of traffic, safety for the community, property value; lower, opposed to being annexed into the City, and doesn't want to be forced to go on City of Leesburg; utilities and unfair financial burden. Mr. Miller replied you don't have to worry about being annexed; State of Florida, residential property can't be annexed, without application; property owner, only way you are forced on City utilities, unless the well ran dry and you within a couple 100'; water and wastewater.

Earl Lee expressed concern regarding traffic study back in 2009; based approval, traffic, one traffic light; Newell Hill Road, and 441, accidents, never notified two years ago; never received letter, 40' lot size, value of homes, ruin neighborhood, environmental study; 2017, wildlife, appeal process, and traffic study.

Chairman Bowersox stated traffic study approved by the City Commission and stated regarding notification we are required by law to give notification whether visual, in person, or by mail.

Fred Morrison, City Attorney stated appeal process has to be filed within 30 days of initial approval back in 2018 and the only issue before the Commission today is whether there will or will not be a swimming pool and mentioned the 2018 approval; was a reduction in density from 160 units to 100 units; that was a benefit in terms of the objection that was raised.

Mr. Miller stated Staff has a recommendation of approval.

Chairman Bowersox stated if any comments from the Public.

Chairman Bowersox stated if the Commissioners had any questions.

Chairman Bowersox entertained a motion, and then the voting took place.

Commissioner Haliday made a MOTION for APPROVAL of case # PUD-20-174 – LAKE GRIFFIN RESERVE PUD MODIFICATION – PLANNED UNIT DEVELOPMENT Commissioner Fitzpatrick SECONDED the MOTION which CARRIED UNANIMOUSLY by a vote of 6 - 0.

DISCUSSION

None

ANNOUNCEMENTS

Mr. Miller apologizes for the split meeting and stated we did have a scheduling conflict and thanks Commission and City Attorney and Staff for pulling this off. Staff really appreciates you.

Commissioner O'Kelley made a motion to adjourn meeting.

ADJOURNMENT

Approximately 7:08 p.m.

Ted W. Bowersox, Chairman

Sabrina Mitchell, Administrative Assistant II



**CITY OF LEESBURG PLANNING & ZONING DIVISION
RECOMMENDATIONS**

DATE: September 24, 2020
OWNER: Leesburg Development III, LLC
PETITIONER: Richard C. Wohlfarth, P.E.
PROJECT: Lake Griffin Reserve - amenities
REQUEST: Modify amenity requirements of Planned Unit Development
CASE NO.: PUD-20-174

THE PLANNING & ZONING DIVISION RECOMMENDS:

APPROVAL of the request

for the following reason(s):

1. The proposed request is compatible with the current surrounding zoning districts of City of Leesburg R-1-A ((Single Family Residential), R-1 (Low Density Residential), R-2 (Medium Density Residential), R-3 (High Density Residential), and C-3 (Highway Commercial).
2. The proposed request is compatible with the adjacent future land use designations of City of Leesburg Low Density Residential, city of Leesburg High Density Residential, and City of Leesburg General Commercial.
3. The proposed zoning designation for the site is consistent with the City's Growth Management Plan, Future Land Use Element, Goal I, Objective 1.6.

Action Requested:

1. Vote to approve the request to modify amenity requirements of the Planned Unit Development and forward the recommendation to the City Commission for consideration.



**CITY OF LEESBURG PLANNING & ZONING DIVISION
RECOMMENDATIONS**

OWNER: Leesburg Development III, LLC
PROJECT: Lake Griffin Reserve
REQUEST: Amend the conditions of the current R-3/PDO zoning
(High Density Residential with a Planned Development Overlay)
CASE NO.: SPUD 20-174
DATE: September 24, 2020

THE PLANNING & ZONING DIVISION RECOMMENDS:

APPROVAL of the request

for the following reason(s):

1. This request meets the criteria set forth in Section 25-278 Planned Development Process, of the City of Leesburg Code of Ordinances for the approval of a PDO District.
2. The proposed amendment to revise the required recreational amenities in the zoning overlay does not create a detriment to surrounding properties.
3. The proposed amendment does not create a detriment to the Goals Objectives and Policies of the City's Comprehensive Plan.
4. The proposed Planned Development Overlay District (PDO) amendment is consistent with the City's adopted Growth Management Plan, Future Land Use Element, Goal I, Objective 1.2.

with the following condition(s):

1. Development of the property shall be subject to the attached Lake Griffin Reserve Planned Development Overlay Agreement (Exhibits A-E) hereto, dated September 24, 2020.
2. The property is subject to all applicable regulations of the City of Leesburg and other governmental agencies, including site plan and building review processes, and the assessment of impact fees necessary for the completion of this project.

**EXHIBIT A
LAKE GRIFFIN RESERVE
PLANNED DEVELOPMENT OVERLAY AGREEMENT
September 24, 2020**

This Planned Development Overlay Agreement for a (PDO) zoning district is granted by the City of Leesburg Planning and Zoning Commission, Lake County, Florida to Leesburg Development III, LLC "Permittee" for the purposes and terms and conditions as set forth herein pursuant to authority contained in Chapter 25 "Zoning", Sec. 25-282(a) "Overlay Districts" of the City of Leesburg Code of Ordinances, as amended.

BACKGROUND: The "Permittee" is desirous of obtaining a Planned Development Overlay zoning district to allow construction of a proposed single-family residential development consisting of a maximum of 100 single family homes on approximately 19.5 acres generally located in the area of Lake Avenue, Fernery Lane and Bentley Road, on a site within the City of Leesburg in accordance with their PDO application and supplemental information.

1. **PERMISSION** is hereby granted to Leesburg Development III, LLC, to construct, operate, and maintain a Planned Development Overlay (PDO) zoning district in and on real property in the City of Leesburg located in the area of Lake Avenue, Fernery Lane and Bentley Road. The property is more particularly described as follows:

LEGAL DESCRIPTION:

See attached legal Exhibit B.

2. **LAND USE**

The above-described property shall be used for single-family attached residential townhome with uses with garages, pursuant to City of Leesburg development codes and standards.

A. Residential Development

1. The project shall contain a maximum of 100 detached single-family units on approximately 19.5 acres at a gross density not to exceed 5.2 units per acre.
2. The minimum development standards shall be those required for the R-3 (High Density Residential) district except as amended by this agreement.
3. The minimum lot size shall be 40' x 110 feet for all units.
4. The development shall be required to have market rate units available to the general public with no age restrictions.
5. The external architecture of the buildings at a minimum shall incorporate the design elements of the elevation as per Section 5. DESIGN REQUIREMENTS. Variations with similar characteristics may be approved by the Planning Manager.

6. As part of the site plan approval process, City staff shall review the development subject to and in accordance with these final Planned Development Overlay Agreement conditions and the approved conceptual site plan.
7. The following minimum yard setbacks shall be maintained:
Front setback –20 feet;
Rear setback –15 feet; and
Side setbacks – 5' feet
8. Minimum distance between structures shall be ten (10) feet; measured from building wall to building wall and the roof overhang shall not exceed 40 percent of the distance between the building wall and the property line.
9. Maximum building height shall not exceed 35 feet when measured from the street side of the buildings.
10. Impervious surface coverage shall not exceed 70 percent for residential lots and 30 percent for the overall project.
11. Attached screened enclosures must maintain a minimum setback of five (5) feet from the side and rear property line.

B. Recreational Development

1. Recreational development shall include active and passive uses for the project. Recreational development shall meet the requirements of the City of Leesburg Land Development Code (as amended) and adopted Growth Management Plan (as amended).
2. The Planned Development shall provide pedestrian accessibility from all areas to any proposed recreational areas.
3. Recreational areas totaling no less than 20,000 square feet (200 sf per dwelling unit), shall be provided and constructed by the developer and shall include the following amenities:
 - a. clubhouse/cabana ~~with a swimming pool~~
 - b. children's playground area with equipment
 - c. fenced dog run area (dog park)
4. Recreational vehicle parking shall be restricted through deed restrictions/covenants which shall prohibit parking within the development unless an approved designated area is provided. If provided, the area shall be buffered and final location will be determined by staff as part of the Site Plan Review Process.

- C. The commercial use of a sales office, construction trailer and/or model center shall be a permitted use as long as it is specifically related to the PDO residential development of the site.

D. Open Space and Buffer Areas

1. Buffers shall be required along the property lines as follows:

- a. The exterior boundaries of the property shall have at a minimum, a ten (10) foot natural buffer with a six (6) foot high vinyl (or similar material) privacy fence, or, as an option, the installation of a five (5) foot planted buffer with a six (6) foot high vinyl (or similar material) fence with a as described below.

If the five (5) foot buffer and fence option is chosen, the following buffer standards shall be maintained.

- i. The fence shall be constructed of six (6) foot high vinyl (or similar material) and be a minimum of five (5) feet from the exterior property line, with the remainder of the buffer planted as noted below.
 - ii. For each one hundred (100) linear feet or fraction thereof of boundary, the following plants shall be provided in accordance with the planning standards and requirements of the City of Leesburg Code of Ordinances,
 - iii. Two (2) canopy trees, two (2) ornamental trees, thirty (30) shrubs
 - iv. The remainder of the buffer area shall be landscaped with grass, groundcover and/or other landscape treatment as required by the City of Leesburg Code of Ordinances.
2. The boundary of the property along the east shall have an entry wall feature on each side of the access point to the subdivision. This feature shall be a minimum five (5) feet in height and constructed per section 25-424(a) City of Leesburg, Code of Ordinances.
3. Areas of the property not occupied by buildings or paving shall be landscaped and sodded, or left in natural vegetative cover where there are heavy trees stands.
4. All wetlands on the project site shall be identified and the location and extent of each wetland shall be determined by 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 preliminary plat application.
5. Should wetlands be found to exist on the site, they shall have a minimum upland buffer of 25 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.
6. 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.

7. 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.
8. 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 preliminary plat application. The Permittee shall designate a responsible legal entity that shall implement and maintain the wildlife management plan.
9. To the extent practical, wetlands shall be placed in a conservation easement, which shall run in favor of, and be enforceable by, 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 St. Johns River Water Management District or another legal entity such as a homeowner's association for ownership and maintenance.

E. Development Phasing

1. The proposed project may be constructed in phases in accordance with the Conceptual Master Development Plan (attached Exhibit A). Changes to the Development Plan, other than those conditions described in this agreement, shall be revised in accordance with the Planned Development review process.

3. **STORMWATER MANAGEMENT / 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 preliminary 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 100-year flood plain 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.

- 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.
- H. A detailed site plan that indicates all the provisions for electric, water, sewer, natural gas, fiber optics etc. shall be provided in accordance with the City of Leesburg Land Development Codes.

4. TRANSPORTATION IMPROVEMENTS

- A. All transportation improvements shall be based on a current traffic analysis/study and shall be contingent upon preliminary plan approval by City staff during the development review and permitting process.
- B. Primary vehicular access to the project site shall be provided along Lake Avenue, with an emergency only access at Bentley Road on the north, in accordance with City of Leesburg, Lake County and DOT requirements. Other possible accesses may be allowed as determined by staff during site plan review process.
- C. Permittee shall provide all necessary improvements within and adjacent to the development as required by Florida Department of Transportation, Lake County and City of Leesburg.
- D. All roads within the development shall be designed and constructed to meet the City of Leesburg requirements.
- E. Sidewalks shall be provided on both sides of the roads in the development. Internal road rights-of-ways shall be of sufficient width to contain the sidewalks. All sidewalks shall be constructed in accordance with City of Leesburg Codes and specifications.
- G. The Permittee shall be responsible for obtaining all necessary FDOT or Lake County permits. A copy of said permits shall be provided to the City of Leesburg prior to construction plan approval.
- H. The City of Leesburg shall not be responsible for the maintenance or repair of any roads or transportation improvements. The Permittee shall establish an appropriate legal entity for the purpose of funding the cost and performing services to maintain all road and transportation improvements.
- I. 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 the road system is in suitable condition and meets City of Leesburg and FDOT requirements.
- J. A traffic/transportation analysis shall be submitted prior to preliminary plan approval for review and determination of any necessary access improvements. Said improvements will be the responsibility of the Permittee.
- K. Should the developer choose to create a gated community, all roads shall be privately owned and maintained, and shall not be dedicated to the City of Leesburg.

5. **DESIGN REQUIREMENTS**

- A. All buildings (townhome groups) shall utilize at least three of the following design features including garage auto doors to provide visual relief along all elevations of the building. Designs may vary by individual units in a common building or by building groups. If design variations are by individual units, they may be repeated in the next building group. If designs are by building groups, every other building must have a different design elevation.
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. Off-sets in building face or roof (minimum 16- inch trim).
 10. Front windows with arched glass tops and minimum 4-inch trim.
 11. Garage auto doors shall incorporate the following elements: raised decorative panels, decorative glass panels or panes, decorative hinges, etc.
 12. Front doors shall incorporate the following decorative elements: raised decorative panels, decorative glass panels or panes, decorative handles, etc.
 13. Any other treatment which, in the opinion of the Planning and Zoning Manager, meets the intent of this section.
- B. Exterior building materials contribute significantly to the visual impact of a building on the community. They 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 etc. in the elevations of the buildings or the buildings are all brick stucco. Unique design features shall be reviewed by the Planning and Zoning Manager for compliance.
- C. Other similar design variations meeting the intent of this section may be approved by the Planning and Zoning Manager.

6. **LEVELS OF SERVICE**

A. Levels of Service

1. As submitted the proposed zoning change, when developed, may result in demands on public facilities which would exceed the current capacity of some public facilities, such as, but not limited to water, wastewater, roads, drainage, and solid waste. However, no final development order (site plan and building permits) shall be granted for proposed development until there is a finding that all public facilities and services required for the development have sufficient capacity at or above the adopted level of service (LOS) to accommodate the impacts of the development, or that improvements necessary to bring facilities up to their adopted LOS will be in place concurrent with the impacts of the development.

B. Utilities

1. Projected Capacities

- a. The City's utility planning efforts draw upon phasing, capacity and service requirements, based upon information provided by the applicant. The City develops its plans consistent with sound engineering principles, prudent fiscal practices and due regard for regulatory compliance.
- b. If the development requires construction of new distribution or collection lines, the developer will be required to construct such facilities to provide service. The developer will bear the cost of design, permitting and construction. Any such facilities must be constructed in a fashion consistent with the City's master plans and to the City standards and specifications.

2. Commitment of Capacity

- a. There are no previous commitments to this proposal for any existing or planned excess capacity.

7. **MISCELLANEOUS CONDITIONS**

- A. The uses of the proposed project shall only be those uses identified in the approved Planned Development Overlay Agreement conditions. Any other proposed use must be specifically authorized by the Planning Commission 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 City and other governmental agencies rules and regulations.

- D. The transfer of ownership or lease of any or all of the property described in these PDO Conditions 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 established by these PDO Conditions 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 PDO Conditions shall inure to the benefit of, and shall constitute a covenant running with the land and the terms, conditions, and provisions hereof, and shall be binding upon the present owner and any successor, and shall be subject to each and every condition herein set forth.
- F. Development of the parcels shall require connection to City utilities at the owner's expense.
- G. Subject to the conceptual site plan and departmental comments received under Planning and Zoning Case No. SPUD 18-67.
- H. If the wetlands jurisdictional line does not agree with the Conservation District Land Use designation a Comprehensive Plan Amendment will be required.
- I. Development of the properties shall be subject to all applicable City requirements, including, but not limited to site plan and building plan review processes and the assessment of impact fees.
- J. Property owners shall provide utility easements as required by all utility providers.

EXHIBIT B – LEGAL DESCRIPTION

Legal Description - Lake Griffin Reserve

PARCEL # 1

Block 2 and the South JJ4 feet of Block J in Lake Griffin Park, according to the plat thereof as recorded in Plat Book 11, Page 9, Public Records of Lake County, FL
(**Note:** Parcel 1 also includes the Vacated 40' right-of-way for Second Street)

PARCEL# 2

Beginning 419.76 feet North of the Southeast corner of Section 24, Township 19 South, Range 24 East, also known as the Southeast corner of Government Lot 5, run thence West 419.76 feet; thence North to the right-of-way of the Atlantic Coastline Railroad, thence Northeasterly along the railroad right-of-way to the East line of Section 24, Township 19 South, Range 24 East; thence South along East boundary line to the Point of Beginning; Lying and being in Lake County, Florida.

LESS: The South 21.56 feet of the East 324.76 feet for right-of-way to the City of Leesburg in Official Records Book 821, Page 114, Public Records of Lake County, Florida.

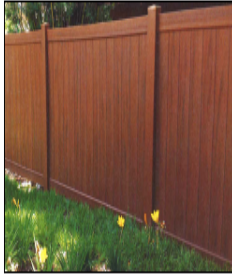
LESS: Lying within 25.00 feet, when measured at right angles thereto and Southerly of the following described line: Beginning at a point on the East boundary of Section 24, Township 19 South, Range 24 East Lake County, Florida, located N00°45'1B"E 917.90 feet from the Southwest corner of Section 19, Township 19 South, Range 25 East, Lake County, Florida, said point being on a curve concave Southeasterly and having a radius of 1,909.86 feet, thence run Southwesterly along and with the arc of said curve on a chord bearing and distance of S68°1B'.3B"W 78.02 feet; thence S67°08'25"W 3876.15 feet to the Northeasterly right-of-way line of State Road 500 (U.S. Highway No. 441) and the end of this described line; less that part of the abandoned 10-foot wide Railroad right-of-way lying Southerly of the aforesaid line as deeded to the City of Leesburg by the Seaboard Coastline Railroad Company on July 5, 1972 and recorded in Official Records Book 478, Pages 850-853 of the Public Records of Lake County, Florida, as recorded in Quit Claim deed to City of Leesburg in Official Records Book 904, Page 790 and corrected in Official Records Book 907, Page 1070, Public Records of Lake County, Florida.

[illegible]

EXHIBIT D –CONCEPTUAL TYPICAL HOME LAYOUT PLANS



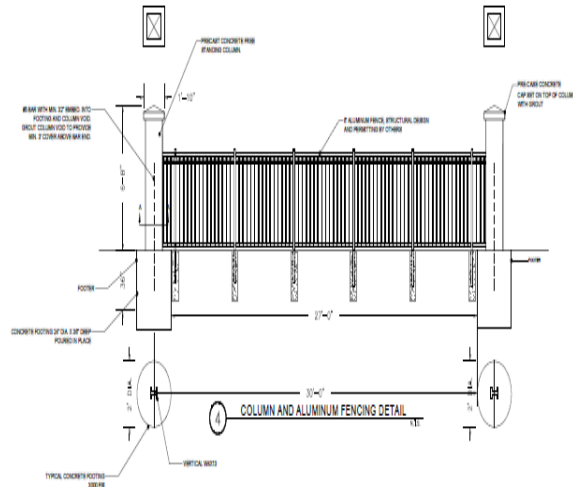
C:\Users\Gerrit Munn\Documents\Fab. Wotzlaw\2017-01-01-05- General Details.doc (Revised: 11/2/2017) By Gerrit Munn



2 TYPICAL 6' PVC FENCE



3 PLAYGROUND

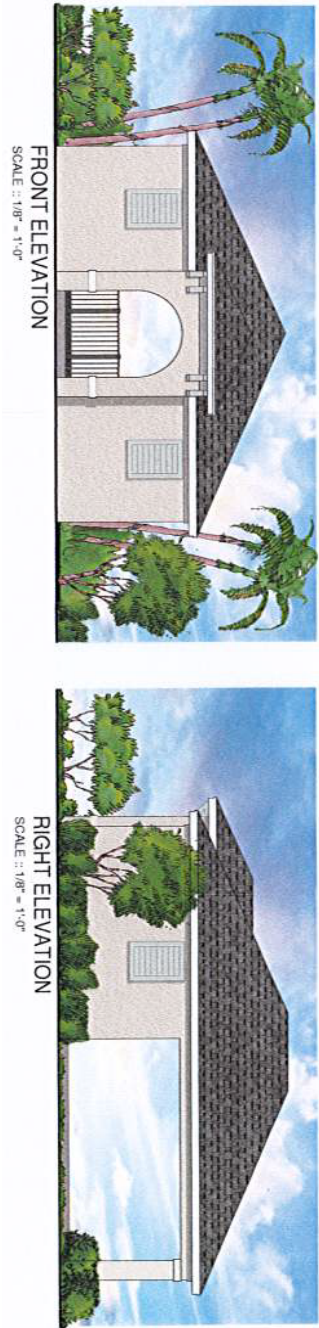
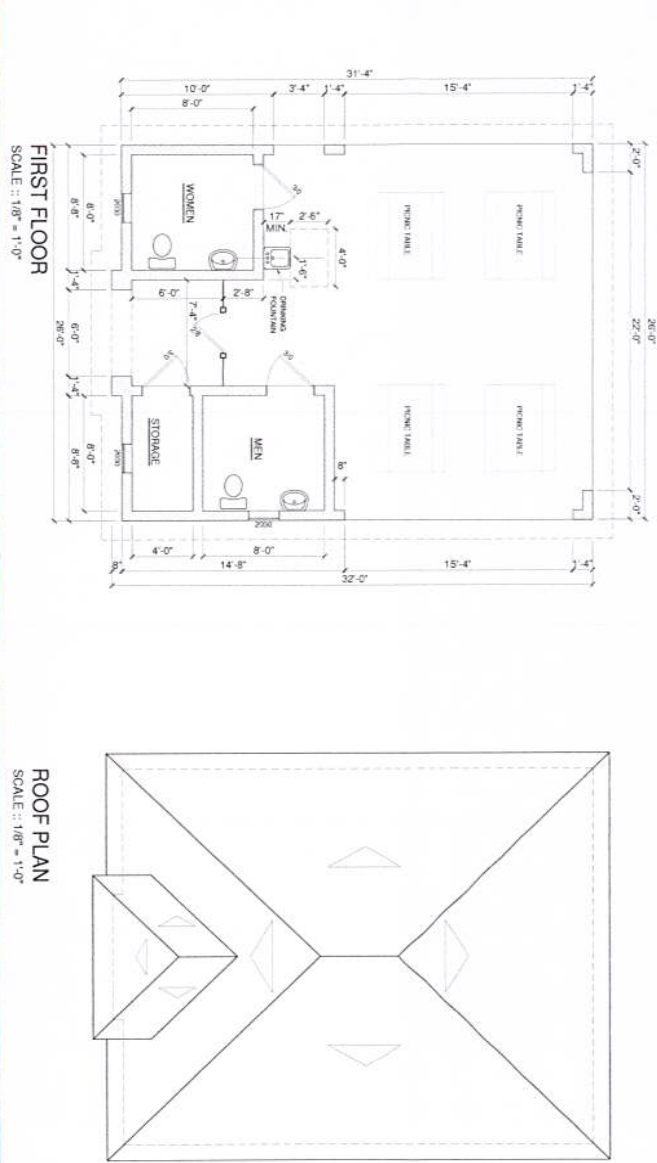


5 COLUMN AND ALUMINUM FENCING DETAIL

[illegible]

EXHIBIT F – CONCEPTUAL POOL CABANA

POOL CABANA





Posting of sign on site.



Looking west along Fernery Lane from sign posting.



Looking south along North Lake Avenue from sign posting.

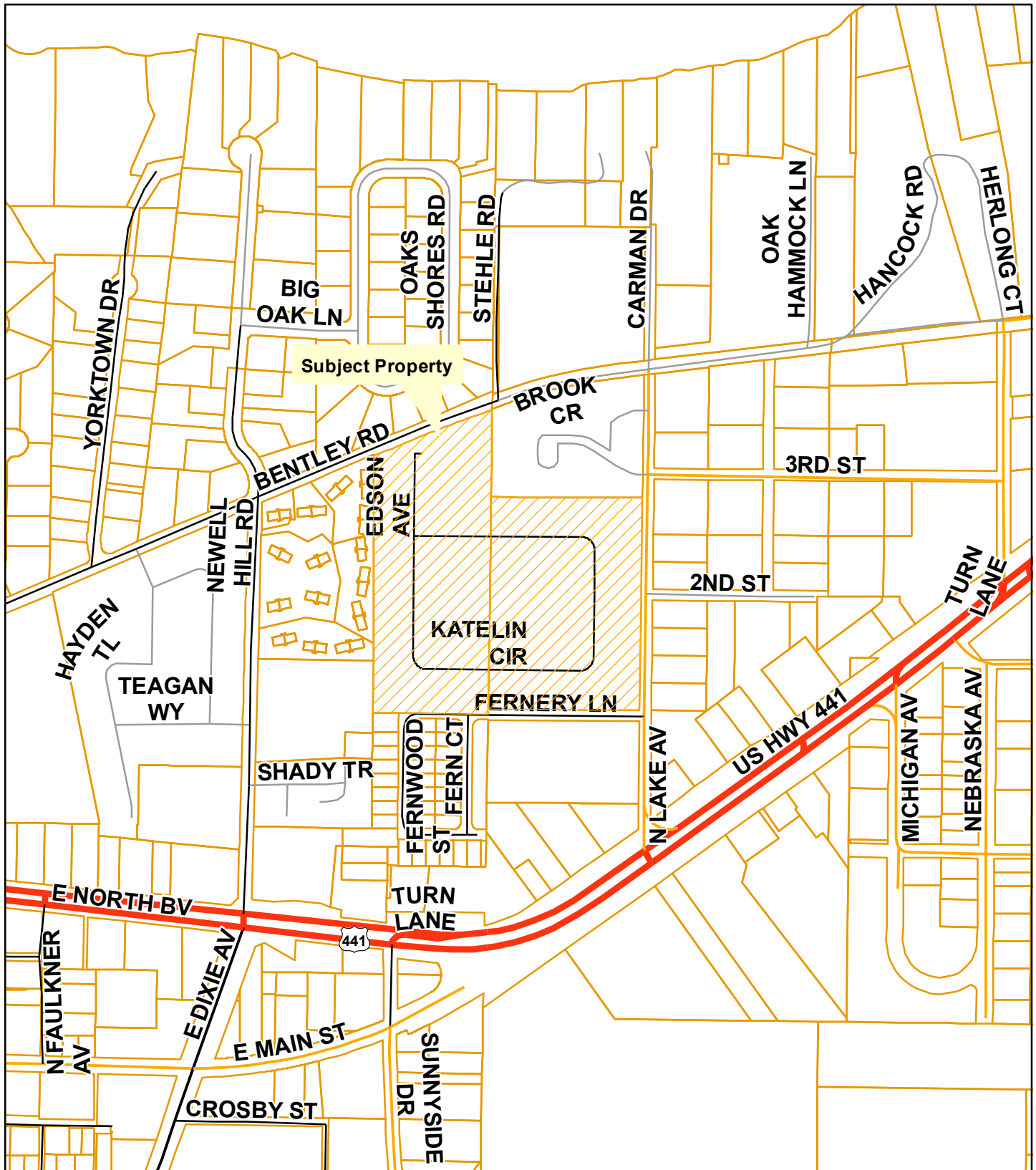


Looking east from sign posting (intersection of North Lake Avenue and Fernery Lane).

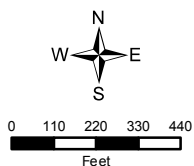


Close up of sign posting.

Locator



**Planning
& Zoning
Division**

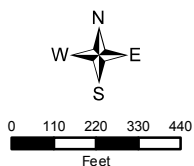


PUD-20-174 Lake Griffin Reserve
 Alternate Keys: 1205271, 3369475
 Section 24, Township 19 South, Range 24 East and
 Section 30, Township 19 South, Range 25 East
 September 1, 2020

Aerial

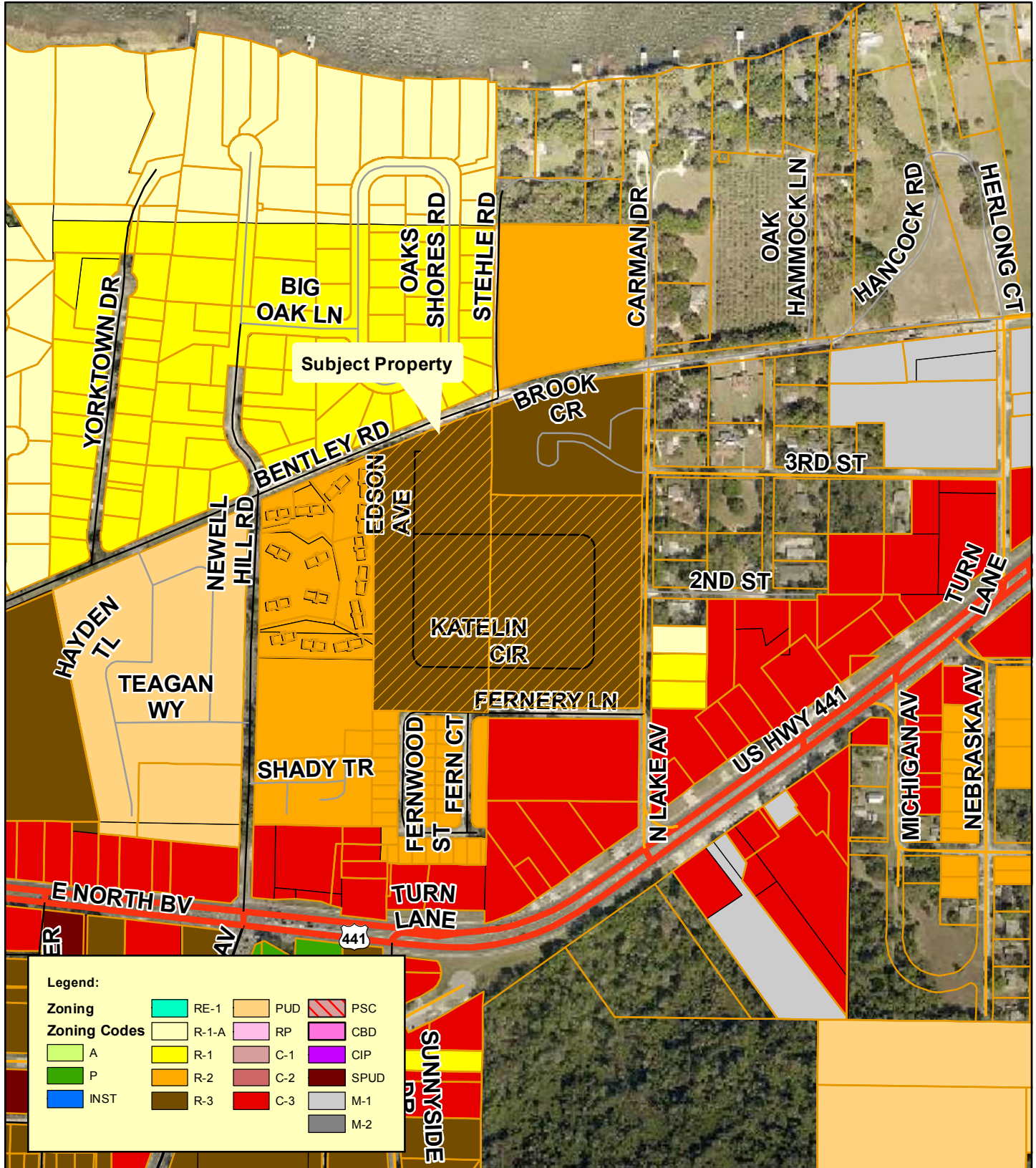


**Planning
& Zoning
Division**

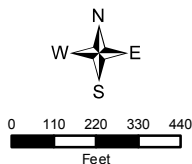


PUD-20-174 Lake Griffin Reserve
 Alternate Keys: 1205271, 3369475
 Section 24, Township 19 South, Range 24 East and
 Section 30, Township 19 South, Range 25 East
 September 1, 2020

Zoning

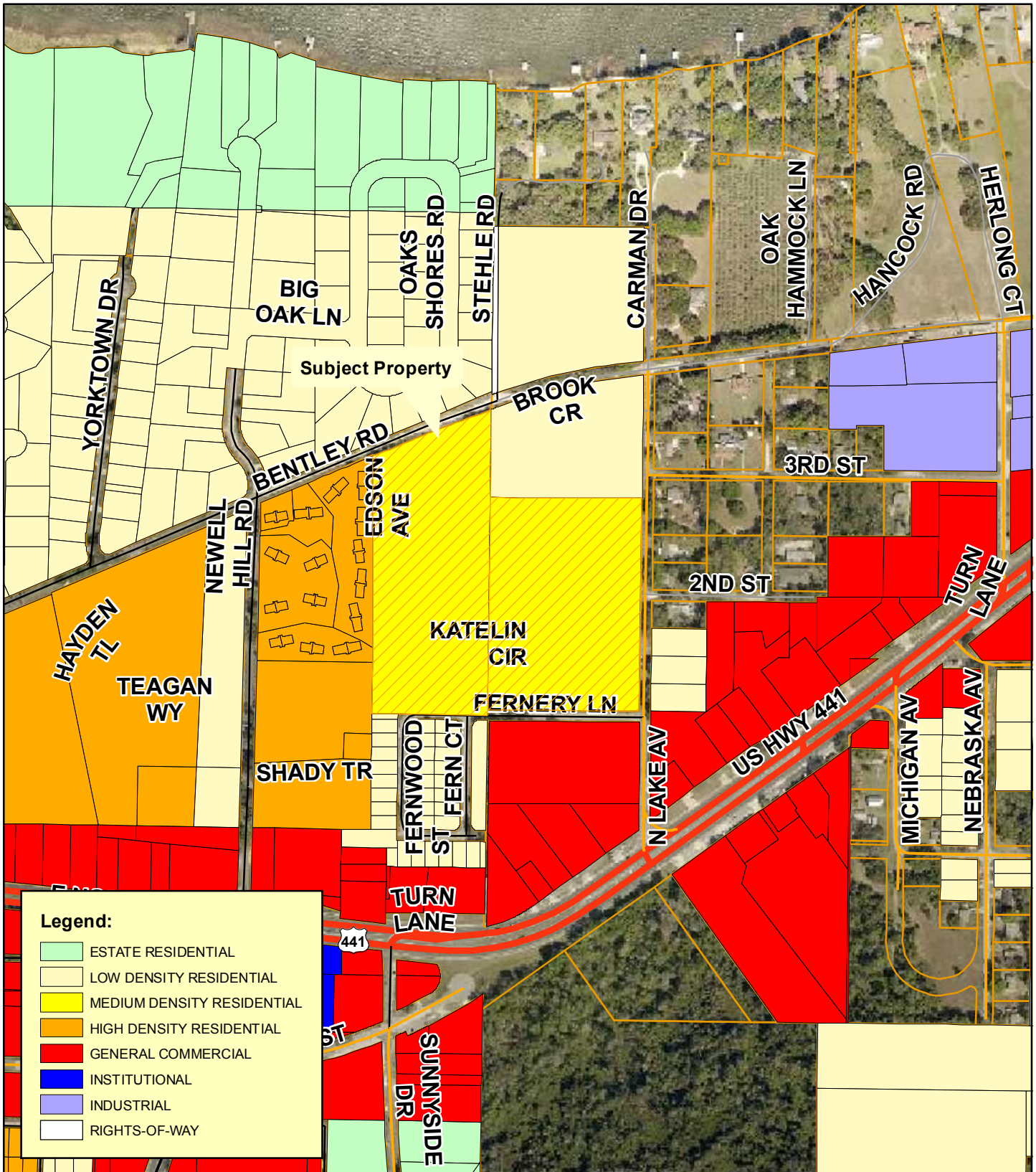


**Planning
& Zoning
Division**

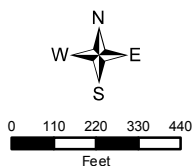


PUD-20-174 Lake Griffin Reserve
 Alternate Keys: 1205271, 3369475
 Section 24, Township 19 South, Range 24 East and
 Section 30, Township 19 South, Range 25 East
 September 1, 2020

Future Land Use



**Planning
& Zoning
Division**

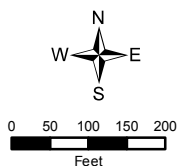


PUD-20-174 Lake Griffin Reserve
 Alternate Keys: 1205271, 3369475
 Section 24, Township 19 South, Range 24 East and
 Section 30, Township 19 South, Range 25 East
 September 1, 2020

Surrounding Land Uses

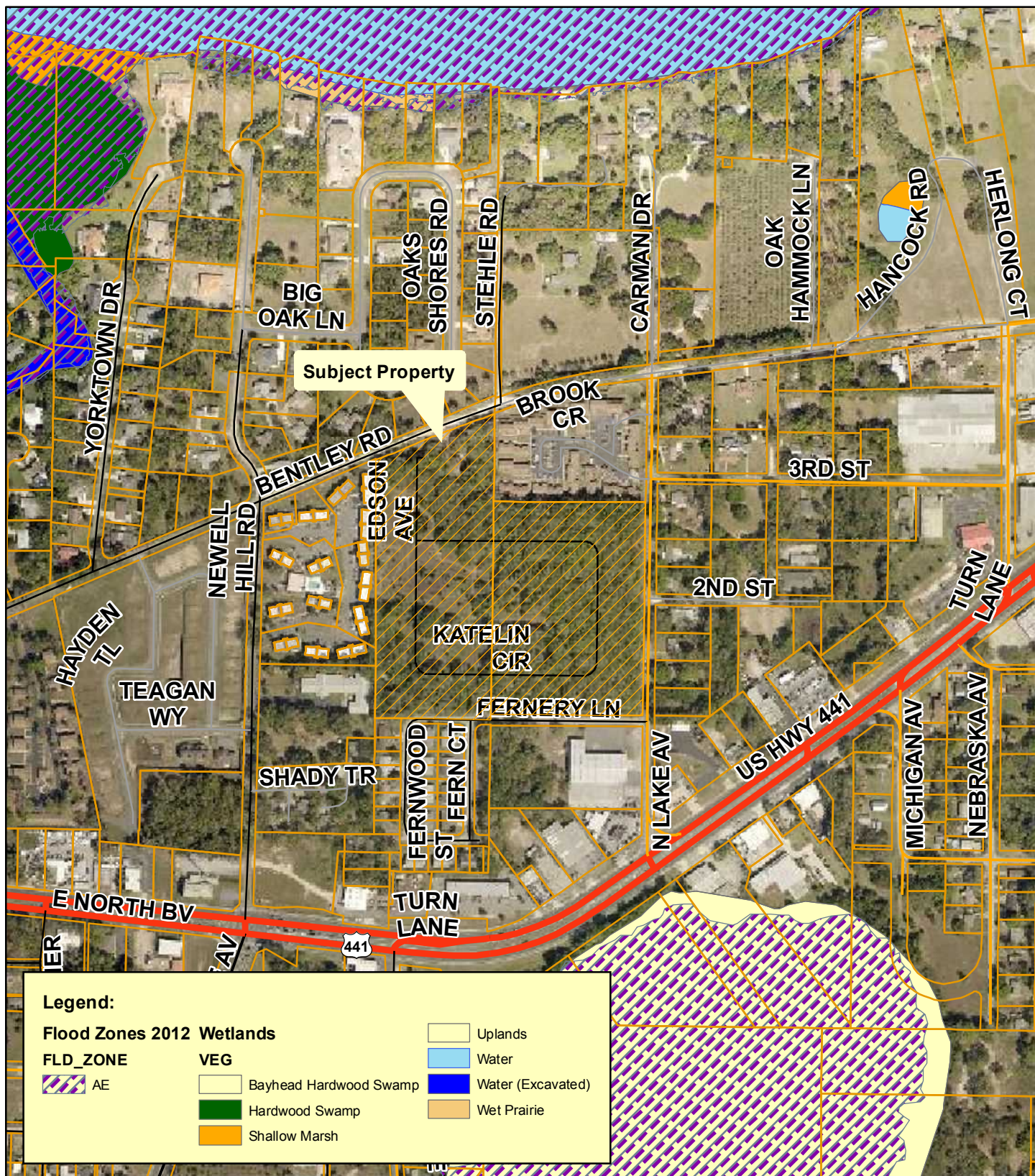


**Planning
& Zoning
Division**

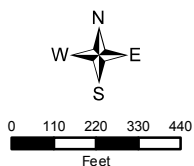


PUD-20-174 Lake Griffin Reserve
 Alternate Keys: 1205271, 3369475
 Section 24, Township 19 South, Range 24 East and
 Section 30, Township 19 South, Range 25 East
 September 1, 2020

Wetlands and Flood Zones

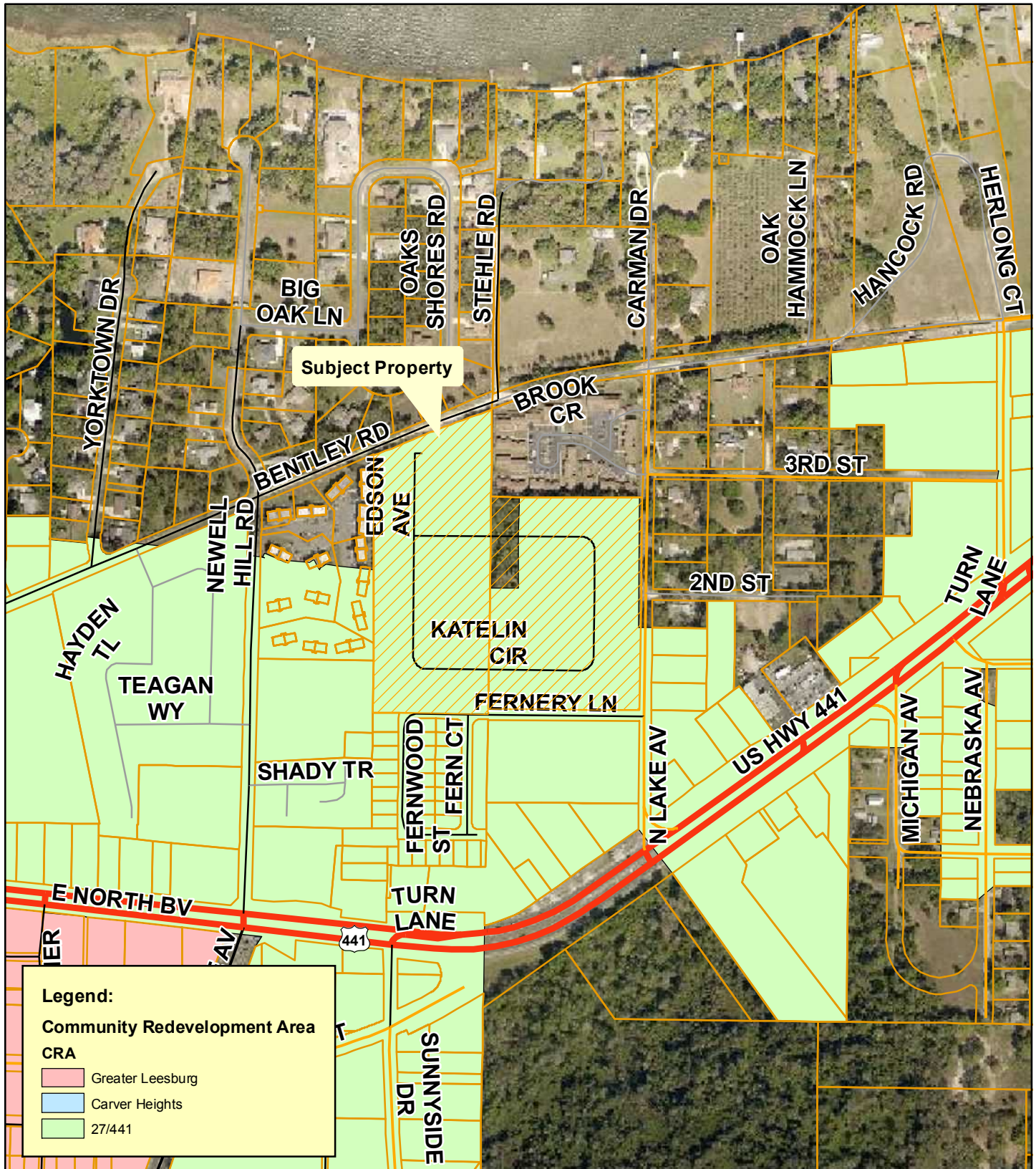


Planning & Zoning Division

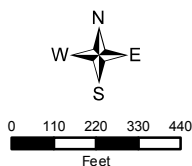


PUD-20-174 Lake Griffin Reserve
Alternate Keys: 1205271, 3369475
Section 24, Township 19 South, Range 24 East and
Section 30, Township 19 South, Range 25 East
September 1, 2020

Community Redevelopment Area

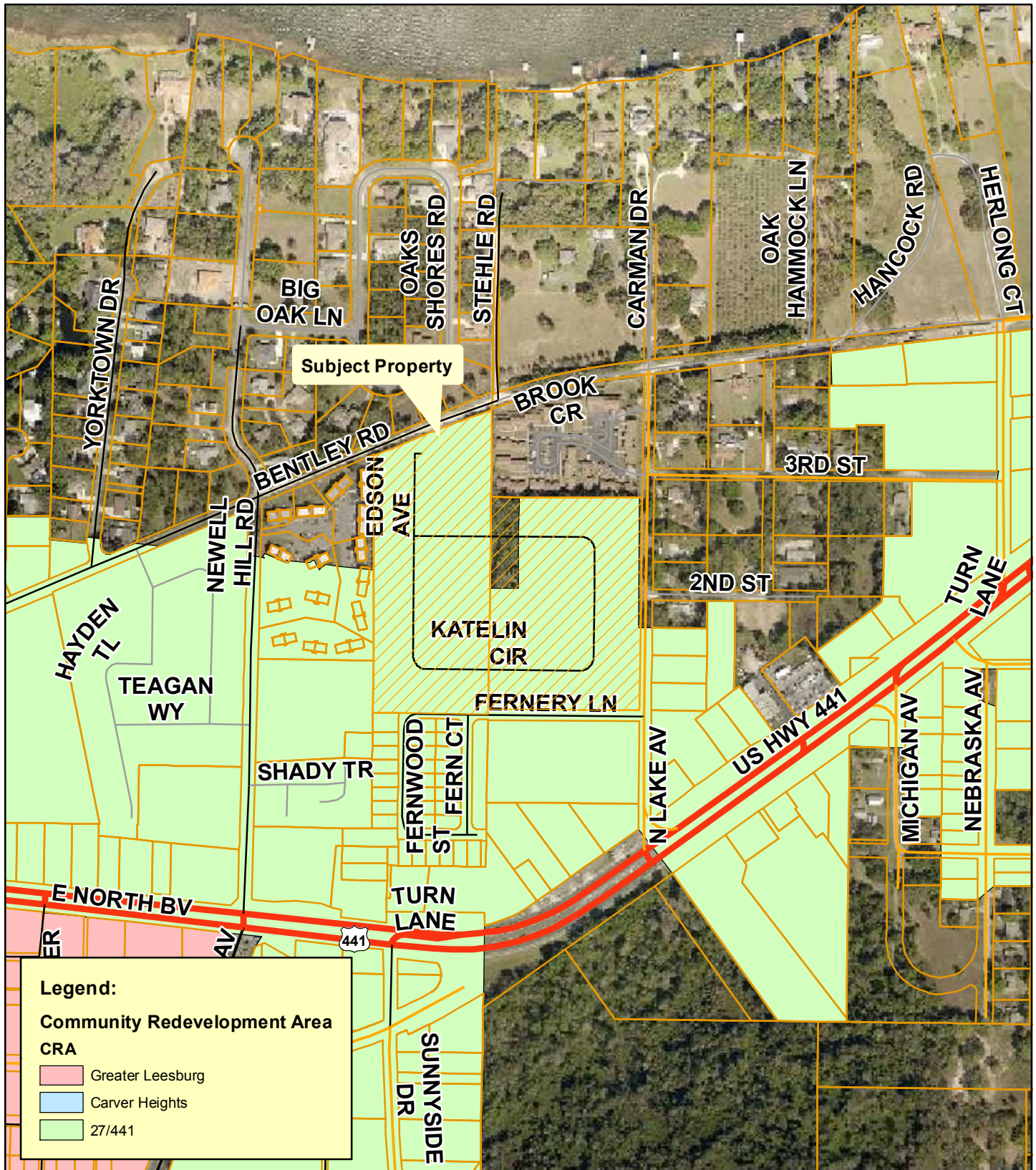


**Planning
& Zoning
Division**

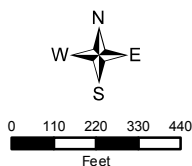


PUD-20-174 Lake Griffin Reserve
 Alternate Keys: 1205271, 3369475
 Section 24, Township 19 South, Range 24 East and
 Section 30, Township 19 South, Range 25 East
 September 1, 2020

Community Redevelopment Area



**Planning
& Zoning
Division**

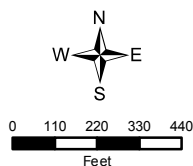


PUD-20-174
Lake Griffin Reserve
Alternate Keys: 1205271, 3369475
Section 24, Township 19South, Range 24 East
August 26, 2020

Commission District



**Planning
& Zoning
Division**



PUD-20-174 Lake Griffin Reserve
 Alternate Keys: 1205271, 3369475
 Section 24, Township 19 South, Range 24 East and
 Section 30, Township 19 South, Range 25 East
 September 1, 2020

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.A.5.

Meeting Date: January 11, 2021

From: Dan Miller, (Planning and Zoning Manager)

Subject: An Ordinance of the City of Leesburg, Florida, Vacating the existing 15 Foot Ingress/Egress and Utility Easements and the existing 7.5 Foot Ingress/Egress and Utility Easements consisting of approximately 27,367 Square Feet, generally located between Montclair Road and Carver Drive within Lot 3 of the Leesburg Industrial Center Plat, as Recorded in Plat Book 49, Page 27 of the Public Records of Lake County, Florida; and providing an effective date. (Leesburg Industrial Center -FedEx Vacate)

Staff Recommendation:

Staff recommends approval of a vacation of the current access/egress and utility easements for Lot 3 of Leesburg Industrial Center.

Analysis:

The subject property is generally located along Montclair Road to the south and Carver Drive to the north. The area to be vacated is a 15 foot wide ingress/egress and utility easement; plus a 7.5 foot ingress/egress and utility easement all of which are located within Lot 3 of the Plat of Leesburg Industrial Center, City of Leesburg, as recorded in Plat Book 49, Page 75 of the Official Records of Lake County. This easement is no longer needed as shown on the current plat. This request is for the described easements only, and will not impact adjacent properties.

This location is the site of new development of a distribution center for Federal Express. Because the plans for this facility are under review by the City at this time, new, revised easements will be reviewed, required and recorded during the development process.

Procurement Analysis:

N/A

Options:

1. Approve the requested vacate, or
2. Other such action as the Commission may deem appropriate.

Fiscal Impact:

No direct fiscal impact is anticipated as a result of this request.

Submission Date and Time:

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, VACATING THE EXISTING 15 FOOT INGRESS/EGRESS AND UTILITY EASEMENTS AND THE EXISTING 7.5 FOOT INGRESS/EGRESS AND UTILITY EASEMENTS CONSISTING OF APPROXIMATELY 27,367 SQUARE FEET, GENERALLY LOCATED BETWEEN MONTCLAIR ROAD AND CARVER DRIVE WITHIN LOT 3 OF THE LEESBURG INDUSTRIAL CENTER PLAT, AS RECORDED IN PLAT BOOK 49, PAGE 27 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (LEESBURG INDUSTRIAL CENTER -FEDEX VACATE)

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

Section 1.

The City Commission of the City of Leesburg, Florida, finding that an easement, located in the Leesburg Industrial Center, in Lake County, Florida, as noted below, is not needed for public purposes, therefore the portion of said easement, as legally described below, is hereby vacated and relinquished, except as reserved hereafter;

Legal Description

That 15 foot ingress/egress & utility easement; and that 7.5 foot ingress/egress and utility easement located within Lot 3 of the plat of Leesburg Industrial Center, City of Leesburg, according to the Plat Book 49, Page 75 of the Official Records of Lake County Florida.

Section 2.

The provisions of Section 1 notwithstanding, this Ordinance shall not be construed to release, and the City Commission hereby reserves, any and all existing recorded easements for utilities in favor of the City of Leesburg in and to any portion of the property located in the vacated area.

Section 3.

This ordinance shall become effective immediately 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 11th day of January 2021.

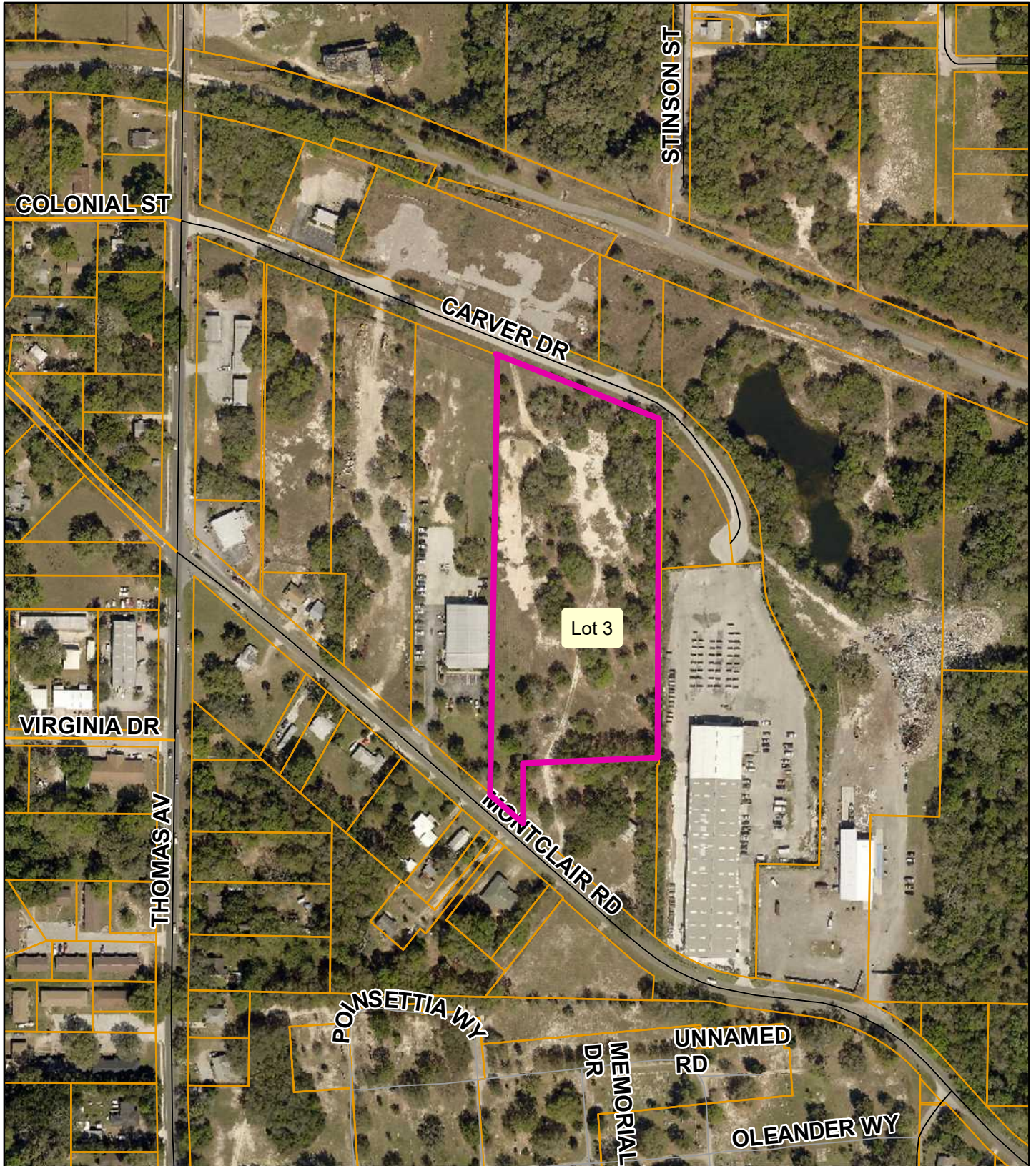
THE CITY OF LEESBURG

Mayor

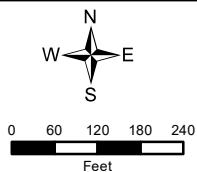
ATTEST:

City Clerk

Aerial



**Planning
& Zoning
Division**



Easement Vacate, Lot 3 only
Leesburg Industrial Center
New corrected easements to
be applied during development
December 14, 2020

2003076421

Leesburg Industrial Center

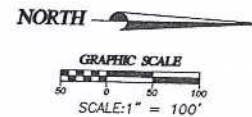
A Subdivision in Section 22, Township 19 South, Range 24 East,
City of Leesburg, Lake County, Florida

Plat
Location



Vicinity Map
(NOT TO SCALE)

- - FOUND MONUMENTATION USED FOR PERMANENT REFERENCE MONUMENT AS DESCRIBED
- - SET PERMANENT REFERENCE MONUMENT 4x4 CONCRETE MONUMENT WITH DISK STAMPED "PRM LB 6538"
- ⊙ - SET 1/2" IRON ROD & CAP "QUINN & ASSOC. RLS 4258"
- LB - LICENSED BUSINESS
- PSM - PROFESSIONAL SURVEYOR AND MAPPER
- SF - SQUARE FEET
- R/W - RIGHT OF WAY
- IRC - IRON ROD WITH PLASTIC CAP
- IR - IRON ROD WITH NO CAP
- ID - IDENTIFICATION



Description

A parcel of land located in Section 22, Township 19 South, Range 24 East, Lake County, Florida and is more particularly described as follows:

Commence at the west 1/4 corner of Section 22, Township 19 South, Range 24 East; thence run S 00°00'00" E along the west line of said Section 22, 48.55'; thence run S 69°06'10" E, 323.36' along the south right of way line of Carver Drive (a 60' Right of Way) to the Point of Beginning; thence run S 69°06'00" E, along the said south right of way, 688.68'; thence run S 00°00'00" E, 677.57'; thence run S 89°40'00" W, 250.00'; thence run S 00°00'00" E, 117.29' to the north right of way line of Montclair Road (a 60' Right of Way); thence run N 49°48'49" W, 477.65'; thence run N 00°19'27" W, 184.60'; thence run S 89°40'33" W, 30.00'; thence run N 00°15'47" E, 552.71' returning to the Point of Beginning, containing 11.343 acres more or less.

Plat Notes

- 1) This plat is based on a boundary survey performed by Quinn & Associates, Inc. dated: 6/11/2002.
- 2) The areas shown hereon are rounded to the nearest even square foot.
- 3) The basis of bearings is the south right of way line of Carver Drive being S 69°06'10" E.
- 4) This plat, as recorded in its graphic form, is the official depiction of the subdivided lands described herein and will in no circumstances be supplanted in authority by any other graphic or digital form of the plat. There may be additional restrictions that are not recorded on this plat that may be found in the public records of this county.
- 5) Subject Property was originally a part of Carver Park Subdivision, as recorded in Plat Book 11, Page 65. This area was vacated on November 22, 1993, as recorded in City of Leesburg ORD Number 93-22.
- 6) Water retention of stormwater will be handled and maintained per lot.

Point of Commencement

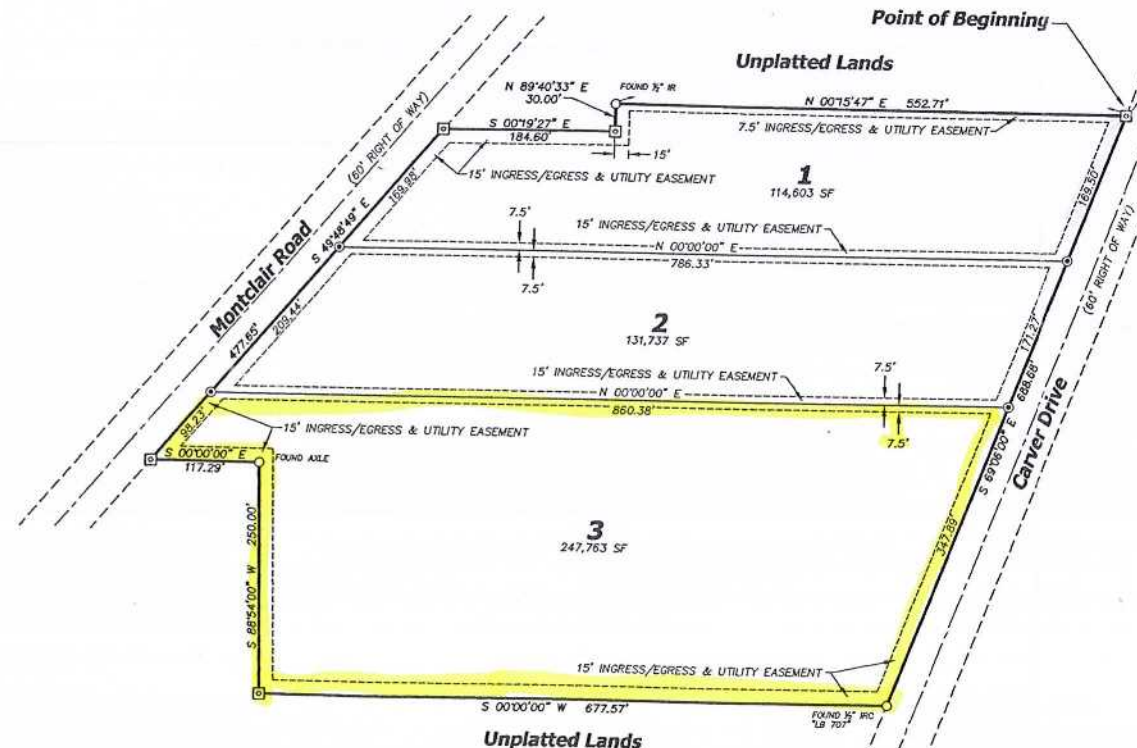
WEST 1/4 CORNER OF SECTION 22, TOWNSHIP 19 SOUTH, RANGE 24 EAST
FOUND RAILROAD SPIKE

S 00°00'00" E 48.55'
WEST LINE OF SECTION 22,
TOWNSHIP 19 SOUTH, RANGE 24 EAST

Thomas Avenue
(66' RIGHT OF WAY)

Point of Beginning

Unplatted Lands



Sheet 1 of 1

PLAT BOOK 49 PAGE 75

Dedication For Leesburg Industrial Center

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, being the owner in fee simple of the lands described in the foregoing caption to this plat, does hereby dedicate said lands and plat for the uses and purposes thereon expressed, and dedicates the ingress/egress and utility easements of said lands to the use of the public.

IN WITNESS WHEREOF, the undersigned owner has executed this dedication in the manner provided by law, on May 21, 2003.

Signed, sealed and delivered in our presence as witnesses:

WITNESSES:

Signed: John H. R.

Printed: John H. R.

Signed: John H. R.

Printed: John H. R.

GRANTOR:

Signed: Kurt Damron

Printed: Kurt Damron

Signed: Mike Archbold

Printed: Mike Archbold

STATE OF FLORIDA, COUNTY OF LAKE

The foregoing Dedication was acknowledged before me this 21 day of May, 2003, by Kurt Damron & Mike Archbold

He has personally known to me or has produced identification, and ☒ did ☐ did not take an oath.

Signed: Charles D. Johnson

Printed: Charles D. Johnson

Title or Rank:

My Commission Expires:



Surveyor's Certification:

KNOW ALL THOSE PRESENTS, That the undersigned, being a Registered Surveyor and Mapper, fully licensed to practice in the State of Florida, does hereby certify that this plat was prepared under his supervision, and that this plat complies with all of the provisions of Chapter 177, Florida Statutes.

John Mark Larson, PSM

5/20/03

Date

Florida Professional Surveyor and Mapper Number 6015

Quinn & Associates, Inc. - LB Number 6538

Statement of Reviewer:

Pursuant to Section 177.081, Florida Statutes, I have reviewed this plat for conformity to Chapter 177, Florida Statutes, and find that said plat complies with the technical requirements of that chapter; provided however, that my review does not include field verification of the coordinates, points or measurements shown on this plat.

David H. Kraft 6/5/2003

Date

David H. Kraft, PSM

Florida Professional Surveyor and Mapper Number 4365

Engineering Department, City of Leesburg; Leesburg, Florida

Certificate of Approval of Municipality:

THIS IS TO CERTIFY, That this plat was presented to the City Commission of Leesburg, Lake County, Florida and approved by said City Commission of Leesburg for record, and the dedication of all easements is accepted for municipal purposes of said city on the 20 day of June, 2003 provided that it is recorded in the Office of the Clerk of Circuit Court of Lake County, Florida within 90 days from the date of approval by said City Commission of Leesburg, Florida.

Bill Wiley 6/5/2003

Date

Planning and Zoning Manager

Certificate of Clerk:

I HEREBY CERTIFY, that I have examined the foregoing plat and find that it complies in form with all the requirements of Chapter 177, Florida Statutes, and was filed for record on the 20 day of June, 2003, at 2:12 p.m., File Number: 2003 076 421

Beverly Metcalfe 10C.

Clerk of the Circuit Court

in and for Lake County, Florida



QUINN & ASSOCIATES, INC.
CONSULTING ENGINEERS AND SURVEYORS

PREPARED BY:

3501 SOUTH MAIN STREET
GAINESVILLE, FLORIDA 32601
PHONE: (352) 372-9594
FAX: (352) 371-3988
www.quinnengineering.com