

**AGENDA
CITY COMMISSION MEETING
VENETIAN CENTER, 1 DOZIER COURT
MONDAY, FEBRUARY 8, 2021 5:30 PM**

1. CALL TO ORDER

INVOCATION

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

2. PROCLAMATIONS

A. None

3. PRESENTATIONS

A. None

4. PUBLIC COMMENTS:

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

5. CONSENT AGENDA:

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

A. CITY COMMISSION MEETING MINUTES:

1. Regular meeting held January 25, 2021

2. Regular meeting held January 11, 2021

B. PURCHASING ITEMS:

1. **Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Fixed Unit Price Agreement with Otto Environmental North America, Inc. for the purchase of poly roll-out refuse containers on an as needed basis; and providing an effective date date.**
2. **Purchase request by Public Works for repairs to the Venetian Gardens Ski Beach restroom by Johnson-Laux Construction for an amount not to exceed \$119,942.53.**
3. **Purchase request by the Information Technology Department for the purchase of additional battery cabinets/battery capacity at the data center located in the Leesburg Municipal Services Center building.**

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, Florida, and Leesburg Development III, LLC; and providing an effective date.**
2. **Resolution of the City Commission of the City of Leesburg, Florida authorizing a change of authorized Signatories on all bank accounts at SunTrust Bank N.A.; and providing an effective date.**
3. **Resolution of the City Commission of the City of Leesburg, Florida authorizing a change of authorized Signatories on all bank accounts at TD Bank; and providing an effective date.**
4. **City Commission approval of the budget calendar for Fiscal Year 2021-22, which includes dates for Commission workshops.**
5. **Resolution of the City Commission of the City of Leesburg, Florida, accepting and approving a plat for Spring Creek, a subdivision of the City of Leesburg, Florida, being a portion of Sections 13 and 14, Township 20 South, Range 24 East, City of Leesburg, Lake County, Florida, and accepting and dedicating to the use of the public any easements or public places shown thereon as being dedicated to the public; and providing an effective date. (Spring Creek Plat)**
6. **Resolution of the City Commission of the City of Leesburg, Florida, authorizing the City Manager and City Clerk to execute a Lease Agreement between Bases Loaded Consultant Group and the City of**

Leesburg for office space at the Leesburg Business Incubator for a three-year term; and providing an effective date.

- 7. Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute a Quitclaim Deed for 931 East Main Street and 933 East Main Street, lying in Section 26, Township 19 South, Range 24 East, Lake County, Florida to Habitat for Humanity of Lake-Sumter Florida, Inc.; 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, rezoning approximately 14.09 acres from PUD (Planned Unit Development) to PUD (Planned Unit Development) for a property generally located east of U.S. Highway 27, north of County Road 48 and south of Commander Road as legally described in Section 14, Township 20 South, Range 24 East, Lake County, Florida; and providing an effective date. (Fox Pointe)**
- 2. An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 20.63 +/- acres from C-3 (General Commercial) and R-2 (Medium Density Residential) to PUD (Planned Unit Development) to allow for mixed use development for a property generally located west of U.S. Highway 27 and north of County Road 25A, as legally described in Section 34, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date. (Manuella Apts.)**

B. FIRST READING OF ORDINANCES

- 1. An Ordinance of the City of Leesburg, Florida changing the zoning on approximately 31 +/- acres from PUD (Planned Unit Development) to PUD (Planned Unit Development) to allow for multi-family apartments for a property generally located south of east Dixie Avenue and West of South Lake Street, as legally described in Section 25, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date. (Lakes at Royal Palm)**

C. NON-ROUTINE ITEMS

- 1. Initial Review - Proposed Five (5) Single Member Commission Districts**

7. INFORMATIONAL REPORTS:

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

A. Financial Reports as of December 2020

8. CITY ATTORNEY ITEMS:

9. CITY MANAGER ITEMS:

10. ROLL CALL:

11. ADJOURN:

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

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

**AGENDA MINUTES
CITY COMMISSION MEETING
VENETIAN CENTER, 1 DOZIER COURT
MONDAY, JANUARY 25, 2021 5:30 PM**

1. CALL TO ORDER

The City of Leesburg Commission held a regular meeting Monday, January 25, 2021, at the Venetian Center. Mayor Christian called the meeting to order at 5:31 p.m. with the following members present:

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

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

INVOCATION

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

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

2. PROCLAMATIONS

A. None

3. PRESENTATIONS

A. None

4. PUBLIC COMMENTS:

This section is reserved for members of the public to bring up matters of concern or opportunities for praise. Issues brought up will not be discussed in detail at this meeting.

Issues will either be referred to the proper staff or will be scheduled for consideration at a future City Commission Meeting. Comments are limited to three minutes.

Lisa Christy, Great Egret Drive, thanked the City, the Commission and everyone in attendance for spending their time this evening to discuss the matters at hand. She also thanked the forefathers for having the sandhill crane on the City's emblem.

Stephen Girard, Tangerine Court, explained he was honored to attend a successful National Sanctity of Life holiday event in Washington DC, which was declared by the outgoing administration. He also held his first successful Pray Rally for Life and Peace on Friday at the intersection of Main Street and SR-27 in Leesburg where they rang a bell every 15 minutes to pray for Leesburg life peace zone and blew bubbles as part of the diplomacy of life. He thanked everyone for their continued and embracing support with the National Sanctity of Life holiday events. He gave a special thanks to the Baptist Pro-Life Outreach Center, they have dedicated staff members there that continue to provide exceptional and quality service to women in need while defending the sanctity of life. He invited anyone to contact him, he would be happy to provide them with information on how Life Peace zones are progressing in the US, and what it could bring to Leesburg. He stated he has a resolution in support of the unborn; its a four phase process to do a life zone, the first phase is codification, the second is realization, the third is promulgation and the fourth is implementation. He remarked if the commission would like to move in this type of direction he would be happy to speak with them.

Mark Provice, Hawthorne resident, mentioned this community has around 2,000 people, which borders the Palatlakaha River, and he is asking that the Commission reject the current development plan for Fox Pointe at Rivers Edge because the current plan has too many numerous negative impacts and he would like to see something included into the plan regarding the docks. The development on the Palatlakaha River on which they propose to allow 16 boat docks each can be up to 1,000 sq. ft. In his opinion this will choke this narrow waterway and negatively impact all who enjoy it now and in the future. He has personally measured numerous locations of these docks and he can leave the information he gathered on those particulars, but from his observations pontoon boats routinely turn around at this location, they cannot maneuver around other boats there. Lining up another 16 boat docks at this location is short sided, inconsiderate, and detrimental. This is a simple straight forward matter, we the residents of Hawthorne will submit to the Commission a petition to require the development revise the plan to reflect what is reasonable. Most importantly he asked that the Commission request the developer revise the plan to minimize the impact that the proposed design that allows too many boats on this narrow waterway.

Bill Connelly, Hawthorne resident, stated he is a board member and he has not heard anything with respect to erosion. In the river now, are several things going on that greatly affect the river. There are armored catfish coming up that river, they are huge and grow about 24 inches. They dig into that riverbank building their nest and they are up and down the entire river. Their fishing club spends much time time trying to kill them, and they are also starting to see a lot of giant snails in the river. These snails came out of fish tanks and they are all over the river now and are taking over the Florida friendly snails that have been there for centuries. The last thing coming up out of nowhere, the primrose willow bush, this bush grows approximately ten foot tall and ten foot wide and it is extremely fast growing; engrossing the whole riverbank. They spent an entire summer chopping them down to get rid of them, but more seeds are floating down from the dam, which is controlled by Lake County and St Johns River Authority and they cannot do anything to stop the seeds. He would like to know what the Fox Pointe developers are doing about erosion along the riverbank because just along the flat part of the river they have lost 15 inches in the last three years. At the deep hole, which is at the far point of the river, they have lost three and half feet of their land due to erosion caused by the boats coming down there. They have spent about \$15,000 in the last three years planting trees and bushes trying to stop this erosion.

Kristen Nelson, Tangerine Court, said she is friends with Stephen Girard and she wanted to add to his comment with respect to blowing bubbles that what he meant to say was every child should be born to blow bubbles. If life is not valued inside the womb, life will not be valued outside the womb. God created a protective embryonic sack for the human life for a reason and abortion is not safe; it is self destructive, bringing devastative feelings of guilt and shame, and Gods judgement. She continued by reading a verse from the bible Romans 8, those who live according to the flesh have their minds set on what the flesh desires, but those who live in accordance with the spirit have their mindset on what the spirit desires. The mind governed by the flesh is death, but the mind governed by the spirit is life and peace. The mind governed by the flesh is hostile, does not submit to Gods law nor can it do so. Those who live and are in the realm of the flesh cannot please God.

5. CONSENT AGENDA:

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Item pulled for discussion:

5.B.2 - Blackwater Construction agreement

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

The roll call vote was:

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

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

A. CITY COMMISSION MEETING MINUTES:

1. None

B. PURCHASING ITEMS:

1. **Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute an amendment with Paymentus Corporation adding fees for the Building Services and Planning & Zoning sections of the City; and providing an effective date.**

RESOLUTION 10,785

C. RESOLUTIONS:

1. **Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute Amendment 1 to Public Transportation Grant Agreement (PTGA) (Financial Project No. 446941-1-94-01) with The Florida Department of Transportation, to amend the project description, project scope, and add funds for the US Customs & Border Protection Facility Rehabilitation Construction Phase, at the Leesburg International Airport; and providing an effective date.**

RESOLUTION 10,787

2. **Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute an Amendment to GAI Consultants, Inc. Task Order No. 6, for Construction Administration services related to the US Customs & Border Protection Facility Rehabilitation Construction Phase, at the Leesburg International Airport; and providing an effective date.**

RESOLUTION 10,788

3. **Resolution of the City Commission of the City of Leesburg, Florida authorizing applying for and accepting, if awarded, a grant from the Florida State Fire Marshal's Office for the purchase of forty-five (45) particulate blocking fire hoods; and providing an effective date.**

RESOLUTION 10,789

4. **Resolution of the City Commission of the City of Leesburg, authorizing the Mayor and City Clerk to apply for, and if awarded, accept the Assistance to Firefighters Grant (AFG) from FEMA, for the purchase of battery powered hydraulic extrication tools, and providing an effective date.**

RESOLUTION 10,790

5. **Resolution of the City Commission of the City of Leesburg, Florida amending the Fiscal Year 2020-21 Budget for the General, Stormwater, Electric, Gas, Water, Wastewater, Solid Waste, Airport and Building Permit Funds for the First Quarter.**

RESOLUTION 10,791

6. **Resolution of the City Commission of the City of Leesburg, Florida amending the Fiscal Year 2020-21 Budget for the General, Stormwater, Greater Leesburg CRA, Carver Heights CRA, Hwy 441/27 CRA, Capital Projects, Electric, Gas, Water, Wastewater, Airport, Discretionary Sales Tax, Gas Tax, Police Impact Fees, Building Permits and Fleet Services Funds for the carryovers from fiscal year 2019-20.**

RESOLUTION 10,792

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

RESOLUTION 10,793

8. **Resolution of the City Commission of the City of Leesburg, Florida accepting and approving a plat for Bentley Ridge, a subdivision of the City of Leesburg, Florida, being a portion of Sections 24 and 25, Township 19 South, Range 24 East, City of Leesburg, Lake County, Florida and accepting and dedicating to the use of the Public any Easements or Public places shown thereon as being dedicated to the Public; and providing an effective date.**

RESOLUTION 10,794

9. **Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute a lease agreement between Mid Florida Chapter 534 Experimental Aircraft Association, Inc. and the City of Leesburg, for continued use of the 8701 Airport Blvd, Suite 103 hangar at the Leesburg International Airport; and providing an effective date.**

RESOLUTION 10,795

10. **Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute a Second Amendment to Lease, between Blackbird Aviation, Inc. and the City of Leesburg, for the purpose of revising insurance requirements; and providing an effective date.**

RESOLUTION 10,796

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

authorizing the Mayor and City Clerk to grant a utility easement to Duke Energy Florida, LLC., for the installation and perpetual maintenance of a new transformer in support of the Turnpike Wastewater Treatment Facility Expansion Project; and providing an effective date.

RESOLUTION 10,797

- 2. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a construction services agreement with Blackwater Construction, Inc. for renovations at the Leesburg International Airport for a cost of \$536,181.00.**

ADOPTED RESOLUTION 10,786

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

Commissioner Pederson made motion to adopt the resolution and Commissioner Burry seconded the motion.

Mayor Christian requested comments from the Commission and the audience.

Commissioner Robuck stated Blackwater Construction is a customer of RoMac, so he would need to abstain.

The roll call vote was:

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

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

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

ADOPTED ORDINANCE 21-06

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

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

Mayor Christian requested comments from the Commission and the audience.

Greg Beliveau, representative for Whitemarsh II & III, stated that the publications for a continuation of this project started in 2005. This project is 158 acres, will have 234 single family, and 63 single family attached homes. The property has been thoroughly reviewed and they have had extensive environmental analysis done on the property. They also signed off in May 2019 with US Fish and Wildlife on the sand skinks; there are none. They had the scrub jay analysis performed in May 2019, and they are not negatively impacting along the buffers. The hazardous phase one was also performed on the site and that was clear. They realize that they will need to take care of the road situation on the site with the existing impacts from Whitemarsh I. There is also a twelve inch waterline stubbed out at the entrance to the property. A traffic analysis was performed through regional planning, it has gone back and forth, but ultimately that is why they are here tonight. Plantation is to the north and Whitemarsh I to the east. They are asking the Commission for a favorable approval this evening. They have worked on all the conditions in the PUD documents with Mr. Miller, the Planning & Zoning Manager.

Commissioner Robuck inquired as to limiting the construction work during daylight hours.

Greg Beliveau replied that would not be a problem; they could include that to where they are only allowed to work during daylight hours.

Walter Beliveau, Great Egret Drive, commented at the end of the last meeting a gentleman spoke who was giving a lesson on the expansion and growth in Lake County. He provided an example of The Villages, and evidently he didn't realize we're not as dumb as he thinks. He wanted to let that person gentleman know that, yes, the Villages is and was a great expansion and it is continued to be so, but they put in the roads, they put in the infrastructure to support The Villages and it seems in most cases they put in the roads to support the growth. He has nothing against expanding and putting homes in Whitemarsh, but the roads don't support it. He asked if there will be additional roads there because there is a good chance there will be an additional 4,000 cars on that one road. He thinks members of the commission should go out to the community, drive through it and review the situation. Both Commissioner Pederson and Commissioner Robuck stated they had driven through the development. Mr. Walter Beliveau believes this is an expansion without commonsense and the homeowners will suffer the consequences. If you are going to build homes fine, but put in the roads to support those homes.

Lisa Christy, Great Egret Drive, pointed out that she lives in the first house coming into Whitemarsh.

When she purchased her home in 2013 she knew it was about 70% complete, and in total there would be about 100 homes. Looking at this development, if you think about 10 trips a day per household, with each household having two cars and those two cars having two trips out and two trips back that is four trips. If you work close to home and you go back and forth for lunch that makes six trips. If you have teenagers

in school; whether they get rides to school and back that is eight trips and one more trip out and back to dinner would make it ten trips a day from one house. So, 4,000 trips a day with 400 households is very simple to do. She indicated that she walks a lot and it is dangerous at times just crossing the street to get to the playground, which means these four hundred households and 4,000 cars passing the playground will make it that much harder. All the driveways empty into the streets; they do not have a boulevard with arteries feeding into it. This is a community that is closed with all of the driveways coming into that one loop. Now there will be 4,000 more coming in when its all said and done. She would be happy with 50 new households, but they did not know what was being proposed before this came along. Her biggest concern is for the children, the people walking, and the sandhill cranes. They have at least twelve sandhill cranes crossing the roads daily in the subdivision. They are having a problem getting across the street now, so if this goes through we are going to need stop signs and speed bumps. This development will degrade their quality of life.

Marlena Soko, Great Egret Drive, wanted to share that her perspective on this development is that it is more of a revenue for the City; something we have to consider if we want to grow, continue to grow, and sustain that growth. She has lived in Leesburg a little over a year and what initially attracted her to this area was that it is rural and reminded her of hometown in West Virginia. What drew her to Leesburg was the more peaceful sense of living. She had no idea that additional development was coming to her neighborhood; if she knew that prior to buying and moving she probably would not have moved to Whitmarsh because this contradicts her ideal neighborhood. She does not want to have to worry about crossing the road, or worry about someone driving 40 mph and knocking her over. The sandhill cranes just hangout in the road and that could be a problem if someone comes barreling through and knocks one out. This development is not something she views favorably without additional roads to get in and out.

Steve, Great Egret Drive, commented that road is barely wide enough for two cars and if you start putting in the new road and take out the sidewalks, this is not going to work. He stated this is his first Commission meeting and he thought it was just going to be a meeting on the Whitmarsh project, but this is all City's business and he wants to make sure the City knows he feels that this is a bad plan. He bought his home with the understanding that there was 100 homes. There are a couple sinkholes in the back of this property and he is not sure what is going on with those. He is completely against adding 400 homes.

Sabrina Bale, Great Egret Drive, stated the inside part of the neighborhood does not have sidewalks and they have community mailboxes. Everyone on the inside has to cross the road to get their mail. She has to walk about three or four houses down and then cross the street to get her mail. She has to wait for cars to go by and if you add more cars that is just more traffic, more time wasted waiting to cross the street, and possibly getting hit by cars. There are a lot of kids in the neighborhood who like to run and this is adding a bigger chance of something happening to a child.

Greg Beliveau wanted to make some corrections. The project is not adding 4,000 cars, it is adding an additional 297 homes and the traffic study shows an increase traffic of 2,729; the analysis shows it is not creating 4,000 new trips. He brought Keith Riddle with him who has designed several projects in the area using the same type of street system analysis that is in Whitmarsh. That street system he designed and he also analyzed other projects that have equal to or greater than the number of units in the same type of design. There are traffic counting devices that could be installed if in fact they find traffic is getting a little testy. This is not a high density project it is only 1.9 units per acre. It is a development of low impact and low in density, that is still in character with the area.

Keith Riddle remarked that the number of homes being proposed including the number already there does not justify a four lane road. The only upgrade to the road is to make the lanes wider in Phase I, which

promotes higher speeds. Wider lanes promote higher speeds, which is why on highways they have twelve foot and fourteen foot lanes because they are traveling at 55 to 70 mph. Your two ten foot lanes, plus the two foot concrete curbs on each side is your standard subdivision road. Highland Lakes, Royal Highlands and Arlington Ridge have them. Royal Highlands has over 900 homes in the back section support by 10 foot lanes; that is standard.

Commissioner Robuck inquired if sidewalks will be included in Phase II of the project.

Greg Beliveau replied yes, there will be sidewalks and street lights along with all other requirements that the City of Leesburg requires for subdivisions.

Commissioner Robuck wanted to verify that Phase II will have sidewalks on one side of the road to match Phase I of Whitemarsh. Greg Beliveau stated correct.

Commissioner Burry remarked that when Whitemarsh 1 was first developed, it was a low density development on 158 acres; which can be done now in the county. If you take out the 66 acres of wetland and 25% of green space that leaves you with 276 homes. His real concern is with the one road going in and out of the development; going through a county development to get to a city development.

Greg Beliveau replied they have no other option, they are land locked. It was envisioned to be that way when it was originally developed, even though some of the original homeowners stated they had no knowledge that Whitemarsh II was going to be coming. There are documents which show that the original purchasers were aware that a Phase II was coming.

Commissioner Burry commented that he was at the meeting when it was said that they should have done their due diligence and in doing so they should have known that 276 homes could be built and that the potential was there. Greg Beliveau pointed out that that they are requesting to build 297 homes in this development phase.

Lisa Christy questioned if Royal Highland's traffic passes any one home to get in and out of the development. Currently, in Whitemarsh there are five homes where every single car that comes into the development passes their home.

Keith Riddle replied Royal Highlands has 900 homes, they enter into the boulevard and then it tees off and then you would go north or south, so there are houses that you would pass on that boulevard either entering or exiting.

The roll call vote was:

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

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

- 2. An Ordinance amending the Future Land Use Map of the Comprehensive Plan of the City of Leesburg, changing the Future Land Use Map Designation of certain property containing 158 +/- acres from Lake County Urban Low Density to city of Leesburg Estate, for a property generally located west of U.S. Highway 27 and north of Bridges Road, and east of Florida's Turnpike as legally described in Sections 01 and 02, Township 21 South, Range 24 East, and Sections 35 and 36 Township 20 South, Range 24 East, Lake County, Florida; and providing an**

effective date.

ADOPTED ORDINANCE 21-07

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

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

Mayor Christian requested comments from the Commission and the audience.

Lisa Christy stated this is a bad design and Whitemarsh was not prepared for this development.

The roll call vote was:

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

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

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

ADOPTED ORDINANCE 21-08

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

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

Mayor Christian requested comments from the Commission and the audience.

Commissioner Pederson commented that he was provided pictures from Mrs. Christy, in the audience, of the sandhill cranes crossing the road in her subdivision. When he drove through Whitemarsh, he noticed that there were not many speed limit signs and he would like that addressed. He knows in most communities the speed limit is 25 mph, but if we could improve the signage in that subdivision and slow the traffic down to keep it at 25 mph especially with the construction trucks.

CM Minner pointed out that, that is a county road and the city does not have any jurisdiction or authority

to place signs, traffic calming devices, or anything like that out there.

Commissioner Robuck mentioned that maybe if we offered to pay for the signs the county would not deny it.

CM Minner commented that we have friends at the county who work with us, so if we need to put up some signs, he is sure we would be able to do that.

Commissioner Robuck made a motion to amend the PUD conditions to restrict the construction to daylight hours only and Commissioner Pederson seconded the motion.

The roll call vote for amendment was:

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

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

The roll call vote on ordinance as amended was:

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

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

B. FIRST READING OF ORDINANCES

- 1. An Ordinance of the City of Leesburg, Florida, rezoning approximately 14.09 acres from PUD (Planned Unit Development) to PUD (Planned Unit Development) for a property generally located east of U.S. Highway 27, north of County Road 48 and south of Commander Road as legally described in Section 14, Township 20 South, Range 24 East, Lake County, Florida; and providing an effective date. (Fox Pointe)**

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

Mayor Christian requested comments from the Commission and the audience.

Commissioner Robuck inquired if the docks were approved under the original PUD, back in 2005/2006. Planning Manager (PM) Dan Miller replied we are keeping the docks as were approved, but reducing the number of houses. Hawthorne has a 120 slip marina and they contribute to the vast majority of boat traffic on that canal. if they would like to remove some of those dock slips he would not have any issues.

Bill Connelly, Hawthorne resident, thanked the commission for the opportunity to discuss this matter. He continued to say that the Hawthorne fishing club has spent the last six years helping with the

tournaments. One of the first things they do is start checking as boats go right up the river when they hold these tournaments because some of the contestants haul it right up the river. He does not know if anyone has been up to the dam, but when that water starts pouring over the dam some of the most monstrous bass haul up there; it is a famous river. For the last fifteen years he has spent much time on that river kayaking, fishing, and canoeing. The problem he has is the erosion issues. He cannot tell from the maps, but would like to know how far out the docks will be. There is a deep hole and it is costing Hawthorne about \$80,000 - \$120,000 to put in a retaining wall. They have also spent almost \$15,000 planting trees and plants; is Fox Pointe going to participate and help with that erosion. He would like to hear someone talk about the erosion efforts and how they are measuring from the side of the river to where the docks will be going.

Commissioner Robuck pointed out that FDEP will be responsible for the docks.

Mr. Connelly requested there be a limit on how far out the docks can go out into the water.

PM Miller believes that was discussed but there is not anything in the PUD. It was measured on the map at 50-60 feet in width and if they could put 12 feet or something in there to limit the extent of the docks going out that would be wise and helpful to Hawthorne.

Mayor Christian requested that staff bring numbers back for the second reading.

David Stokes, Civil Engineer for the property, remarked that they will have to get back with them at the second reading with the distances for the docks because they will have to verify the codes and regulations.

Mayor Christian stated he would not want them to do anything until they come back with a number that everyone could live with, along with Hawthorne and the City.

Jim Baker, Biotech Consulting out of Orlando, commented that there are specifications they need to meet and they reserve the right for those residents to build docks. They are just laying the ground work for the residents to build docks later.

Commissioner Connell stated he would want the number being proposed prior to approval. He personally wants it put in the PUD that those docks cannot project out more than a percentage of the width of the river or flat number of how far it can project out into the river.

Mr. Stokes replied it would go out the standard length of where a boat could be docked.

Commissioner Robuck remarked that he did not think the city had this type of authority and believes this was the state, St Johns or FDEP as far as the docks go. When the owners go to build the docks they have to pull a permit. He inquired if the City is involved in this?

PM Miller replied yes, but once you reach a certain threshold they will have to apply for a permits through FDEP, and under that threshold the City of Leesburg would issue the permits for the docks.

Mayor Christian stated that the second reading will be on February 8, 2021.

2. **An Ordinance amending the Future Land Use Map of the Comprehensive Plan of the City of Leesburg, changing the Future Land Use Map designation of certain property containing 36.9 +/- acres from Industry and Technology Commerce Park to Neighborhood Mixed Use for a property generally located east of Florida's Turnpike and south of County Road 470 as legally described in Section 17, Township 20 South, Range 24 East, Lake County Florida; and providing an effective date. (CR 470 Smith)**

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

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

3. **An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 36.9 +/- acres from PUD (Planned Unit Development) to PUD (Planned Unit Development) to allow for a mixed use residential and commercial development for a property generally located east of Florida's turnpike and south of County Road 470, as legally described in Section 17, Township 20 South, Range 24 East, Lake County, Florida; and providing an effective date.(CR 470 Smith)**

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

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

4. **An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 20.63 +/- acres from C-3 (General Commercial) and R-2 (Medium Density Residential) to PUD (Planned Unit Development) to allow for mixed use development for a property generally located west of U.S. Highway 27 and north of County Road 25A, as legally described in Section 34, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date. (Manuella Apts.)**

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

Mayor Christian requested comments from the Commission and the audience.

PM Miller stated a couple minor changes were made to the PUD at the Planning Commission. Under Landscaping and Buffers 5.E, it currently states the western and northern property lines shall have a six foot fence; that should read as an eight foot fence.

Greg Beliveau added that the planning commission made two recommendations; one being the eight foot fence with the adjacent property owners and under commercial the allowance of commercial gas with pumps was as approved use there is one across the street.

Mayor Christian commented that when talking about about US Highway 27, this is an opportunity for the City to start doing some improvements on US-27 with this development. He would like staff to look at this design because when driving down US-27 what is this going to look like, do we do the canopy trees, or other trees, this is the opportunity for us to start improving US-27 with new developments coming in. He would like to see the City do something a little more with landscaping and with this design to create some type of synergy coming down US-27. We could create something nice and unique with this first development. We have our standard landscape, but he would like to see the City start a trend down south. The City talks about hotels and some of the buildings that need to be repaired and he would really like to see the City, without putting any undo financial burden on the client, do something nice on US-27.

Greg Beliveau remarked that they already have a landscape buffer built in along US-27 and CR-25A; but landscape buffer and commercial is more than landscape buffer where we have the residential. There is two tiers of landscaping built into this PUD.

Mayor Christian remarked he understands the shrubs and trees, but that is not what he is referring to as you come down into this development. Instead of the City building a median and putting in palm trees, he would like to see something that encourages people to drive down US-27 that gives them a wow factor as opposed to just okay that is the standard. He would like to see them come up with some ideas that gets him excited about this development; something more unique.

Commissioner Robuck agrees with the Mayor Christian's comments. The architectural renderings are a little underwhelming.

Greg Beliveau stated that they are in the process of developing new ones because these are condos and since they are selling these, the previous renderings were put in the shredder, and new ones are coming for staff to review.

Commissioner Connell asked if it was the eight foot wall buffer and not the six 6 foot.
Greg Beliveau replied correct.

Commissioner Pederson commented that he is losing interest in these fences and as he drove through Whitmarsh today notice that they have a landscape buffer between them and the development to the north. It was not much of a landscape buffer, but he would like to see more landscape buffers because he is worried about what these fences will look like ten to twenty years down the road.

Mayor Christian stated that the second reading will be on February 8, 2021.

C. NON-ROUTINE ITEMS

None

1. None

7. INFORMATIONAL REPORTS:

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

A. Financial Reports as of November 2020

8. CITY ATTORNEY ITEMS:

Nothing.

9. CITY MANAGER ITEMS:

CM Minner stated at the last meeting there was a consideration for the commission to purchase the lot on Pine Street and Charles Street for part of the pool project. Staff went back to the owners and they are set on \$50,000 for that property. If the commission is willing to spend that, he can have the city attorney

draw up a contract. Ultimately, that lot is going to need to be used especially as we get into thinking how does the City use Pine Street. Funds would be available with interest monies from the capital project funds.

Commissioner Connell stated he is unfamiliar with the pool project.

CM Minner replied that this parcel is going from Canal Street to Childs Street and from Pine Street to Magnolia Street. At the northwest corner of Child and Pine Streets is this lot that was never acquired and the pool was built around it.

Commissioner Pederson remarked that with all the money the City is spending on the pool, we are clearly over paying \$50,000, but we need to purchase the lot to do the pool right.

Mayor Christian stated that if we do not acquire this property now that in the future it could become a headache for the City. We have put a lot of money into the pool project and we need to square off the property. Commissioner Pederson added that he has been vocal about this from day one, we have come a long way, and he has preached to staff to pursue the condemnation to the north. We need to buy this notch and be done with it.

Commissioner Burry brought up if Pine Street is widened, what percentage of property would the owner lose.

CM Minner stated conservative guess maybe 20% and then you look at taking it and that would come back to the commission

Commissioner Pederson said this lot is not worth \$50,000, but we need to pay it and move on; it is the right thing to do to get our pool done right.

CM Minner stated he will have the city attorney draw up a contract and bring that back to the commission for a formal vote.

10. ROLL CALL:

Commissioner Pederson had no comments.

Commissioner Burry commented on an article over the weekend in the Orlando Sentinel that he read on the effects of high heat levels and Leesburg surprisingly has two to three times the amount of heat related illnesses in our citizens than the rest of the state. It was an interesting article not getting into the climate change it alluded to but the factual information was our folks are much more acceptable to heat related illnesses in Leesburg. They had some litigating factors and projections stated that it would not get any better. He said it would be worth a read.

Commissioner Robuck had no comments.

Commissioner Connell had no comments.

Mayor Christian had no Comments.

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 6:50 p.m.

John Christian, Mayor

ATTEST:

City Clerk

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

1. CALL TO ORDER

The City of Leesburg Commission held a regular meeting Monday, January 11, 2021, at the Venetian Center. Mayor Christian called the meeting to order at 5:30 p.m. with the following members present:

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

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

INVOCATION

Lay Brother Steven Gerrard 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

None

3. PRESENTATIONS

A. Leesburg Teen Center Project Update and 3-D Walk Through

Brook Sherrard, with CPH, gave a brief presentation on the Teen Center. This facility will be an addition to the existing Recreation Center/Gymnasium on Griffin Road with a total budget of \$2.75 million dollars. Goal dates are to start construction March, 2021 and have completion by September, 2021.

Commission inquired as to the building size, placement of A/C units, outside lighting, and signage. Mr. Sherrard stated that the building is just under 10,000 square feet (CM Minner interjected the actual size is 9,200 square footage). The A/C units will be located on the roof; exterior lighting of the building will provide visibility at night and also add security. The City of Leesburg's logo will be located next to the

Boys and Girls Club logo on the building to show it is a Leesburg facility. The Boys and Girls club will handle operation and delivery of services.

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.

Kristen Nelson briefly introduced Lay Brother Steven Gerrard who she stated has a Life Peace Zone concept he would like to share. Ms. Nelson read scripture from Psalms 139. She feels that if life is not valued in the womb, it is not going to be valued outside the womb.

Lay Bro. Steven Gerrard stated he and some volunteers walked in the City's Christmas parade to promote the future possibility of a downtown Main Street Leesburg business district Life Peach Zone and handed out literature. He would like to see the laws for Leesburg's zoning code changed to include the Life Peace Zone concept where if embraced, codified, and ratified would become a legal protective umbrella for the safe personhood of the little preborn child peacefully developing in the mother's womb. He prays Leesburg will move in the new direction of becoming a safe pro-life sanctuary city.

Wanda Cohn, Director of the Pregnancy and Family Care Center in Leesburg, stated she met Steven less than a month ago, but believes this is something that cities and counties are actually considering. Santa Rosa County is actually the first county that has made a resolution and because there is a lot of support for life in this community, she would like to see life protected here in Leesburg.

Brenda Ward, Volunteer at Life Center, stated this request is not a usual one, she does not see any fiscal or economic impact, but there is a spiritual impact. It would mean a lot to establish Leesburg as a prolife city officially and she thinks to honor the sanctity of life is a noble goal for the city.

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.1 - Participation Agreement with Johnson-Laux Construction;

5.B.3 (A&B) - Tree removal, Trimming & Related Services with Tip Top Trees and Native Land & Trees;

5.C.4 - Vacant Land contract between City and Ro-Mac Lumber & Supply

Commissioner Pederson moved to adopt the Consent Agenda except for 5.B.1, 5.B.3 (A&B), and 5.C.4, and Commissioner Robuck seconded the motion.

The roll call vote was:

Commissioner Connell Yes

Commissioner Robuck Yes

Commissioner Burry Yes

Commissioner Pederson Yes
Mayor Christian Yes

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

A. CITY COMMISSION MEETING MINUTES:

1. **Organizational Meeting held January 4, 2021**
2. **Regular meeting held November 23, 2020**

B. PURCHASING ITEMS:

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.**

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.**

Resolution 10,778

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.**

Resolution 10,779

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.**

Resolution 10,780

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.**

ADOPTED RESOLUTION 10,781

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

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

Mayor Christian requested comments from the Commission and the audience.

Commissioner Robuck pulled this item as he understands the benefits to procurement of having a company like this with the fancy software that enables them to quickly bid projects out, but his concern is this pretty much eliminates any of the local companies from being able to bid because there is one company with the software. His preference would be like with the tree trimming contracts where we put it out to bid that would enable local companies to bid and be on a list to use.

Mike Thornton, Purchasing Manager, said basically this is just another tool in our toolbox to be able to deliver smaller projects in a quicker time frame. Johnson Laux, who is the general contractor on this, self performs very little if any of the work so they would be using local subcontractors on the projects. Being able to use the local subcontractors gives them more of a chance then just putting it out to bid because then we have no control of which subcontractor those general contractors use. With this we have a little bit more input, we can audit who they are contracting, how many locals get awarded, so we do have a bit more control guiding that work to the local subcontractors.

Commissioner Robuck stated his experience in working with companies like this, it is very difficult as a subcontractor to be qualified with them. They get regional type companies based out of bigger cities that cover large areas who can meet all their requirements. Anyone could bid on the continuing services contract, but if we picked three and then a small project comes up, you just award it to one of those three companies without having to bid out the job.

CM Minner thinks the Commissioner's concerns are good and thinks that is a concern about the amount of local contractors that we would or would not use. He would advise the commission, in consideration of this item, because of the amount of work done especially in the Public Works department is so diverse that having a list of contractors that tackles everything becomes cumbersome and is really not possible.

The JOC, Job Order Contracting, is the way to do that umbrella. He would also pose to the commission that with this we do have some ways to control who is ultimately selected; First is the procurement process and the different levels of approval, and Second, with the note of concern of the discussion that we need to continue to use local contractors, you can rest assured that he will be working with Mike and Cliff to ensure that the JOC does use local and if not, he thinks the direction of the commission to him would be to start steering away from this type procurement. He thinks this is a good process and right

now there are a couple items that staff is hoping to try with this process, 1) the Ski Beach restrooms, and 2) is when we did the Lake Lorraine project, part of that requirement was to build a memorial gazebo to the gentleman who donated the land to the city.

Commissioner Robuck requested the commission receive quarterly reports from this company.

Commissioner Pederson asked if this is a 1-year contract.

PM Thornton responded it ends when the source well cooperative contract ends. We are under no obligation to use this and we can stop at any time.

Commissioner Burry asked who is involved in determining the factors.

CM Minner replied that review will ultimately be the department head and the purchasing manager.

Purchasing Manager Thornton stated the source well contract is a cooperative purchasing organization who put this out to solicitation and Johnson-Laux was a respondent who submitted their bid with the factor. The other party is the Gordian group who provides the construction task catalog with all the costs.

Mayor Christian asked the company representative to come forward.

Kevin Johnson with Johnson-Laux approached the podium.

Mayor Christian stated the company is based out of Winter Garden and asked his experience in minority business practices.

Mr. Johnson replied they have either met or exceeded in every program they have participated in. A good example is the City of Orlando and they are probably in their ninth year with them under a job order contract. He listed a couple other cities as well. Johnson-Laux is not a large company, 20-years, consider themselves local from Orange, Osceola to Lake County. It is not their software, it is the Gordian group software; they are just a contractor who competitively bid or pursued this statewide contract and they are one of the awardees.

Mayor Christian inquired of Mr. Johnson if Johnson-Laux has a program where they come into a community like Leesburg, Lake County and work with local smaller businesses to get them prepared to be on their list as opposed to saying you do not have the qualifications, you are disqualified. That is his concern. Does Johnson-Laux have anything to prepare our local contractors to be qualified.

Mr. Johnson replied yes, most definitely. He thinks the size of these projects mentioned, they are not building full buildings, and most of the companies interested in subcontracting are the smaller companies. With that in mind, they are not requiring PMP bonding, they are favorable to payment terms and want the participation; they live in this world of mentor protégé. This is public purchasing and they believe in it. There is a time and place for serious requirements of bonding and financial capabilities and we relax those requirements under these contracts. We do a lot of convincing to small companies and develop the relationships.

Commissioner Connell asked if they presently have any relationships with any local contractors now.

Mr. Johnson answered yes, they have been working with Advent Health Waterman, Lake Mechanical, those are larger guys, but they do have several other local flooring contractors, smaller electrical firms and just used a small plumber from Leesburg for work in Marion County. They can provide a detailed list of the local subs that they have relationships with.

Commissioner Connell asked once you are awarded a job, would you actually reach out to local contractors to try to get a bid from them or just leave it up to whoever comes in and bids it themselves. Mr. Johnson stated with these programs they start almost at the beginning. For instance, they looked at the Ski Beach project and took a couple subs with them out there. They do start immediately because

these things move so fast because a lot are emergency projects. They price it through the book and then get the subcontractors to start pricing it.

The roll call vote was:

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

Three yeas, two nays, the Commission adopted the resolution.

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.**

ADOPTED RESOLUTION 10,782

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

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

Mayor Christian requested comments from the Commission and the audience.

Commissioner Burry inquired about the requirement for the solicitation to be awarded to a contracted in Lake or Sumter County. Tip Top's address is listed as Weirsdale; Marion County.

PM Thornton stated he would need to double check that address as Tip Top has the previous contract and Native Tree Land is a new awarded contractor.

Commissioner Robuck stated if they are Marion County, we would probably have to rebid this with that being an option.

PM Thornton stated we would not have to award to them because they would not have met the geographic requirement. We do have the one contract and they are very qualified, so do not think a new solicitation would result in any other contractors bidding.

Mayor Christian asked if this should be tabled.

PM Thornton replied yes.

Commissioner Burry moved to table item 5.B.3.A. No second received.

Commissioner Robuck stated he checked the Lake County Property Appraiser's website and this Weirsdale address is listed in Lake County.

CM Minner stated if there are any issues staff will bring this back to the commission.

The roll call vote was:

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

ADOPTED RESOLUTION 10,783

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

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

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

The roll call vote was:

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

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

- 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.**

ADOPTED RESOLUTION 10,784

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

Commissioner Pederson made motion to adopt the resolution and Commissioner Burry seconded the motion.

Mayor Christian requested comments from the Commission and the audience.

Commissioner Robuck stated he needs to abstain.

Commissioner Connell asked for clarification on this action.

CM Minner stated the RoMac Lumber yard goes from Lee Street on the east and probably a 1,000 or so feet to the west, and Main Street on the south. The old railroad right-of-way, which used to be 100 feet basically cuts through the middle of downtown there. RoMac has a number of facilities in that area and about a year ago they asked the city to purchase about the same size of right-of-way as shown on the sketch in the packet; the hatched area. They have plans to expand their lumber yard, so we are proposing to sell them 75 feet of the 100 feet. More building facilities, more tax base, more business for RoMac, good for everyone. The city will keep the other 25 foot strip for our infrastructure down that corridor.

Commissioner Connell asked what was used to determine a fair price on the sale.

CM Minner replied when we did this last year, we had just finished the appraisal for the Pine Street property where we bought the pool, used Todd Barfield and Associates out of Ocala. He rendered that property at about a buck 13 a square foot so we just revisited that and used the same price for this chunk. The last property the city sold to RoMac was for about 20 - 25,000-ish. This chunk is double that size so we sued the same unit price and it was \$50,000 and some change for not quite an acre.

Commissioner Pederson stated reserving the 25 feet, he would assume that is for future rails to trails or those type things.

CM Minner replied correct; rails to trails, water, sewer, electric.

The roll call vote was:

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

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

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

A. SECOND READING OF ORDINANCES

Mayor Christian stated he needs to abstain from items 6.A.1, 6.A.2, and 6.A.3 and passed the gavel to Mayor Pro Tem Pederson.

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)

ADOPTED ORDINANCE 21-01

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

Commissioner Robuck made motion to adopt the ordinance and Commissioner Burry seconded the motion.

Mayor Pro Tem Pederson requested comments from the Commission and the audience.

Commissioner Robuck stated from his understanding this is already zoned exactly the same way in the county, we just moving it into the city.

CM Minner replied correct.

Mayor Christian stated they just want city services.

The roll call vote was:

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

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

- 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)**

ADOPTED ORDINANCE 21-02

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

Commissioner Robuck made motion to adopt the ordinance and Commissioner Burry seconded the motion.

Mayor Pro Tem Pederson requested comments from the Commission and the audience.

CM Minner mentioned for the new commissioners that every time we do an annexation, it always comes in threes. We annex the property, land use it, and then do the zoning classification.

The roll call vote was:

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

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

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)**

ADOPTED ORDINANCE 21-03

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

Commissioner Robuck make motion to adopt the ordinance and Commissioner Burry seconded the motion.

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

The roll call vote was:

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

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

Mayor Pro Tem Pederson passed the gavel back to Mayor Christian.

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)**

ADOPTED ORDINANCE 21-04

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

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

Mayor Christian requested comments from the Commission and the audience.

Commissioner Robuck stated this is letting them remove the pool, but not adding anything new. Do we typically require a pool in these type subdivisions.

Planning Manager (PM) Dan Miller replied we typically go for that but given that there are many options when it comes to recreation, we can remove the pool and put in other amenities. What they are asking for is to remove the pool and replace it with a dog park, pavilions, BBQ, shade structures and a children's playground.

Commissioner Robuck stated he does not care what it is, but just wants to make sure there are some amenities. His only concern is if we start stripping away amenities then that allows you to put in even lower price homes.

PM Miller replied correct and there is a requirement for 200 square feet per home of recreation space.

Mayor Christian agrees with Commissioner Robuck and if you do not have amenities for the young people they are going to go somewhere else to find extracurricular activities, other people's yards and do mischievous things. If going to bring this many people then you should be able to accommodate them on the property.

PM Miller stated the pool goes away but it remains recreational space; if you approve this, it does not allow any additional units.

Mayor Christian said looking at getting rid of a \$100,000 pool plus maintenance as opposed to a shade structure that you do not have to do anything to for the next 20 years. Understand we want the developer to make money, but we also want to make sure that we have a nice development in Leesburg where people can have amenities that say this is where I want to live.

Commissioner Pederson said he learned something today; he did not know we were requiring pools in these type subdivisions.

PM Miller stated there is generally some negotiation back and forth; pretty standard. He stated that Mr. Richard Wohlfarth is present if the commission has questions.

Commissioner Robuck stated he would be interested to see what he wants to replace the pool with. He does not want to see us remove a 1/3 acre of a pool and just make the dog park a 1/3 of an acre.

Richard Wohlfarth stated the package before the commission is quite comprehensive for an amenity package for a 100 unit project. As far as hard dollars, the playground is a 30 to 40 thousand dollar playground, not something you buy at Home Depot; very expensive. They have extended and expanded the dog park, added additional picnic and BBQ areas. The pavilion is large enough for birthday parties and space for 3 to 4 picnic tables. He thinks this is more of a relationship for the people who will be moving there and they are finding as time goes on that most smaller communities do not want the hassle and expense of maintaining a pool and all the rest.

Commissioner Robuck asked the square footage of the pavilion.

Mr. Wohlfarth replied it is about 500 to 600 square feet.

Commissioner Burry inquired as to the cabanas.

Mr. Wohlfarth replied the pool and cabanas are being removed and the large pavilion, wood structure with a plastic lament, is going in that space. They hope to break ground in February and have housing out there by end of year.

The roll call vote was:

Commissioner Pederson	Yes
Commissioner Connell	Yes
Commissioner Robuck	Yes

Commissioner Burry	Yes
Mayor Christian	Yes

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

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)**

ADOPTED ORDINANCE 21-05

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

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

Mayor Christian requested comments from the Commission and the audience.

Commissioner Connell requested clarification on this matter.

PM Miller replied FedEx, the national company, has chosen Leesburg and found a site, Lot 3, off Montclair Road. Glad to have them at that particular location in Carver Heights; zoning is good. What they want to do is remove the current easements, they are going through the development process now to reapply new easements in the right locations. They will have construction plans shortly and then through the development review process they have to get new easements as dictated by our utilities which will be brought back before the commission in the future. Do not remember the number of jobs this is going to bring, but it is going to bring some good jobs to Leesburg.

Mayor Christian asked if staff sees any problems with the new easements.

PM Miller replied no sir; it is done on every project that comes through under development review. Each utility looks at it and they let us know where they need utilities if they do not already exist and then part of the approval process is they have to bring those utilities and have them recorded.

Commissioner Pederson asked if the city ever does just a blanket easement across the property because of the way all these different utilities run or is it always just described by survey.

PM Miller stated we do have a few blankets, but generally we try to avoid them because we are really going over someone's entire property and if we know exactly where those lines are going there is no need for that.

CA Morrison stated the real reason you do not have blanket easements is because lenders abhor those; they will not hardly lend money on a property that is encumbered by a blanket easement.

Mayor Christian thinks these are the type projects that as Commissioner Connell talked about that the commission loves to hear about because they are job producers in a repurposed redevelopment area. For him that is exactly what he hopes and prays for and knows city manager is probably pushing city staff to do whatever we can to make sure FedEx completes this project. Do not want to hear that they changed their mind because the city was too difficult to work with.

PM Miller stated FedEx is into this for quite a bit, so staff will push it along and feel confident that they will see this through.

The roll call vote was:

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

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

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:

Nothing this evening.

9. CITY MANAGER ITEMS:

Nothing this evening.

10. ROLL CALL:

Commissioner Pederson had nothing.

Commissioner Burry had nothing.

Commissioner Robuck thinks it is probably a little too soon to do anything, but thinks it is something we just need to monitor; the whole COVID situation. Seemed like it was going away, but now seems to be at least from his experience at work, it is coming back at a much higher level than before. We are struggling with some locations to keep them open due to staff. In speaking with his brother-in-law this

weekend, he informed him that at UF and Shands they told all the specialists, internal medicine certified, that they cannot take vacation. As a city, he thinks with the Governor's executive orders the only purview we have is with our own facilities and what type events the city is actually doing ourselves.

What he would like the commission to do is give Al the authority to communicate with the hospitals and if we need to adjust our operating style with different groups or city specific that he would have the authority to do that. He is sure Al will speak with all the commission and if we think he is overreaching we can always dial it back. He just thinks this would be a good thing to do in case this moves faster than we might expect. **Commissioner Pederson** stated he is perfectly fine with that. He knows Al called him and sure the rest of the commission last week on the issues with customer service, so he agrees with Commissioner Robuck.

Commissioner Burry also agrees; stating he has great concern about the current state of COVID. He follows the department of Health's data weekly and three months ago we had 32 individuals with a COVID diagnosis in Lake County hospitals and today we have over 160, so this is significant; it is not slowing.

Commissioner Connell had nothing.

Mayor Christian stated he is excited about the Leesburg Teen Center even in our current environment with Leesburg still working and still producing. He thinks our staff, Al called about customer service and the issues that we are having within our city, and he just wants to commend the city manager and staff for working through these conditions. It is an impact not just on the city, but also on our families in our city, so Commissioner Robuck is well on point. We need to make sure that we stay diligent and we stay safe because there is an uptick and some people do not see this as serious, it is not a political thing, it is a health issue and we should all make sure we stay safe. So Al, just do whatever you need to do to keep our city safe and moving.

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.

Meeting adjourned at 6:50 p.m.

Mayor - John Christian

ATTEST:

City Clerk

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.B.1.

Meeting Date: February 8, 2021

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

Subject: Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Fixed Unit Price Agreement with Otto Environmental North America, Inc. for the purchase of poly roll-out refuse containers on an as needed basis; and providing an effective date date.

Staff Recommendation:

Staff recommends award of the Invitation for Bid and approval of the resolution authorizing execution of a Fixed Unit Price Agreement with the Otto Environmental North America, Inc. for the purchase of poly roll-out refuse and recycle containers.

Analysis:

The City's Solid Waste Division budgets each year for the purchase of poly roll-out refuse containers and parts to repair containers. The containers are used for both residential garbage and recyclable materials.

Procurement Analysis:

On December 02, 2020, the Purchasing Division issued an Invitation for Bid 210101 for 95-gallon and 65-gallon poly mobile refuse containers. On December 17, 2020, two (2) responsive bids providing fixed unit prices were received; Otto Environmental North America, Inc., and Schaefer Systems International, Inc. The City's Local Vendor Preference Policy was not a factor as neither Contractor qualified as a Tier I or Tier II Local Vendor.

Options:

1. Approve the resolution authorizing execution of the Agreement with Otto Environmental, Inc.; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

Approval of this resolution does not have a fiscal impact. The Solid Waste Division budgets for the purchase of these containers each fiscal year. Containers will be ordered on an as needed basis at the contracted unit prices.

Submission Date and Time:

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A
FIXED UNIT PRICE AGREEMENT WITH OTTO ENVIRONMENTAL NORTH
AMERICA, INC. FOR THE PURCHASE OF POLY ROLL-OUT REFUSE
CONTAINERS ON AN AS NEEDED BASIS; AND PROVIDING AN EFFECTIVE
DATE 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 OTTO ENVIRONMENTAL SERVICES NORTH AMERICA, INC. whose address is 12700 General Drive, Charlotte, NC 28273 for the purchase of poly roll-out refuse containers and parts pursuant to Invitation for Bid 210101.

THAT all future expenditures for goods or services ordered under this agreement are approved provided the department has specifically budgeted for the purchase of the goods or services and Commission has appropriated funds in the applicable fiscal year for said goods. Should the department fail to specifically budget funds for purchases under this agreement or total purchases exceed the appropriated funds, Commission approval for any orders under this agreement shall 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 8th day of February 2021.

Mayor

ATTEST:

City Clerk

**FIXED UNIT PRICE AGREEMENT
ROLL-OUT POLY REFUSE CONTAINERS**

THIS AGREEMENT is made as of the 8th day of February 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 **OTTO ENVIRONMENTAL SERVICES NORTH AMERICA, INC.** whose address is 12700 General Drive, Charlotte, NC 28273 (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) 210101 – Poly Roll-out Refuse Containers in its entirety; and
- c. The CONTRACTOR'S response to IFB 210101 made electronically on December 17th, 2020.
- d. Contract Pricing – CONTRACTORS unit pricing for contract items is included in Attachment 'A'.

2. **Product.** The CONTRACTOR will furnish the required Roll-Out Poly Refuse Containers that meet the technical specifications and requirements as listed in Invitation for Bid 210101. Nothing herein shall limit the CITY'S right to obtain bids or proposals for services from other contractors for same or similar work.

The CITY may purchase similar products from the CONTRACTOR. CONTRACTOR will provide the CITY with pricing equal to pricing provided to their most favorable customer.

3. **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.

4. **Term of Agreement.** The Initial Term of the Agreement will be through September 30, 2023.

- a. **Option to Renew.** The CITY may renew the Agreement for an additional term or terms ("Renewal Terms") not to exceed a total of three (3) additional years if mutually agreed upon by the CONTRACTOR and the CITY.

5. **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.

6. **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.

7. **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.

8. **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.

9. 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, FLORDIA STATUTES TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORED'S 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: Sandra Abdow, Municipal Manager

Address: 12700 General Drive

City, State & Zip: Charlotte, NC 28273

Telephone: 980-275-5457

Email Address: Sandra.Abdow@otto-usa.com

CITY Contact Information

Name/Title: Stephen Lueallen, Solid Waste Manager

Telephone: (352) 516-5156

Email Address: stephen.lueallen@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 is obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply will lead to termination of this Agreement, or if a subcontractor knowingly violates the

statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than TWENTY (20) calendar days after the date of termination. If this contract is terminated for a violation of the statute by the CONTRACTOR, the CONTRACTOR may not be awarded a public contract for a period of ONE (1) year after the date of termination.

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.** 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.

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.

OTTO ENVIRONMENTAL SERVICES NORTH AMERICA, INC.

By: _____

Printed: _____

Its: _____
(Title)

CITY OF LEESBURG, FLORIDA

John Christian, Mayor

ATTEST:

Andi Purvis, City Clerk

Approved as to form:

Fred Morrison, City Attorney

ATTACHMENT 'A'
CONTRACT PRICING
UNIT PRICING FOR CONTRACTED ITEMS

ITEM	DESCRIPTION	QUANTITY	BID UNIT PRICE PER CONTAINER	MANUFACTURER & MODEL NO.	DELIVERY LEAD TIME (DAYS)
1.0	POLY MOBILE REFUSE CONTAINER - 95-Gallon per specifications	TRUCK LOAD VOLUME	\$47.00 (Freight Included)	Otto Environmental Systems North America, Inc. " <i>Momentum</i> "	45 Days ARO
1.1	Truck Load Quantity:	728			
2.0	POLY MOBILE REFUSE CONTAINER - 95-Gallon per specifications	LESS TRUCK LOAD	\$53.00	Otto Environmental Systems North America, Inc. " <i>Momentum</i> "	45 Days ARO
2.1	Less Truck Load Quantity:	250			
3.0	POLY MOBILE RECYCLE CONTAINER - 65-Gallon per specifications	TRUCK LOAD VOLUME	\$44.00 (Freight Included)	Otto Environmental Systems North America, Inc. " <i>Edge</i> "	45 Days ARO
3.1	Truck Load Quantity:	770			
4.0	POLY MOBILE RECYCLE CONTAINER - 65-Gallon per specifications	LESS TRUCK LOAD	\$56.00	Otto Environmental Systems North America, Inc. " <i>Edge</i> "	45 Days ARO
4.1	Truck Load Quantity:	150			
	COMPONENTS PARTS	QUANTITY	BID UNIT PRICE PER CONTAINER	MANUFACTURER & MODEL NO.	DELIVERY LEAD TIME (DAYS)
5.0	Cart Body				
5.1	95 Gallon Container	1	\$38.50	BAS095XXXX	N/A
5.2	65 Gallon Container	1	\$35.50	BAS065XXXX	N/A
6.0	Lid				
6.1	95 Gallon Container	1	\$15.00	LID0952XXX	N/A
6.2	65 Gallon Container	1	\$15.00	LID0652XXX	N/A
7.0	Hinge Pin				
7.1	95 Gallon Container	1	\$0.30	HPNXXX01XX	N/A
7.2	65 Gallon Container	1	\$0.30	HPNXXX01XX	N/A
8.0	Axle				
8.1	95/65 Gallon Container	1	\$6.00	AXL22501XX	N/A
9.0	Wheel Assembly (Std.)				
9.1	65/95 - 10" Plastic Wheel	1	\$3.50	WHL00101KX	N/A
9.2	65/95 - 10" Rubber Wheel	1	\$5.00	WHL01001KX	N/A
10.0	Metal Lower Lift Bar Assembly				
10.1	95 Gallon Container	1	\$2.00	LBM95	N/A
10.2	65 Gallon Container	1	\$2.00	LBM65	N/A

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.B.2.

Meeting Date: February 8, 2021

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

Subject: Purchase request by Public Works for repairs to the Venetian Gardens Ski Beach restroom by Johnson-Laux Construction for an amount not to exceed \$119,942.53.

Staff Recommendation:

Staff recommends approval of the purchase request to make repairs to the Venetian Garden Ski Beach restroom using the Job Order Contract with Johnson-Laux Construction, LLC for an amount not to exceed \$119,942.53.

Analysis:

On January 1, 2021 the restroom building in Venetian Gardens near Ski Beach was vandalized/damaged by arson resulting in significant damage to the structure. Approval of this purchase request is necessary to authorize the expenditure for the repairs to the structure and return it to the pre-fire condition. The City's insurance company is involved and processing the City's claim for the damage.

Staff is requesting city commission approval to move forward with repairs contingent on the insurance companies decision on the City's claim. The City has several upcoming events at Ski Beach and restoring the restroom to a usable condition as soon as possible would benefit these events and save money by not having to rent temporary restroom facilities.

Procurement Analysis:

On January 11, 2021 the City Commission approved Resolution 10,781 authorizing execution of a Participation Agreement with Johnson-Laux Construction, LLC under the Sourcwell cooperative agreement. This is the first project to be started under that agreement.

The Johnson-Laux Construction, LLC detailed proposal is attached for your review.

Based on city commission discussion on this item at the January 11, 2021 meeting staff is providing the list of known subcontractors and material suppliers. This list is not complete as Johnson-Laux is currently finalizing other subcontractor trades on this project. Staff will include all subcontractors in a quarterly report to the Commission.

Current Subcontractors and Material Suppliers

- **AAA Roofing** - Crystal River, FL - Roof Replacement
- **RoMac Building Supply** - Leesburg, FL - Trusses, Building Material, Windows
- **Senatore, Inc.** - Leesburg, FL - Design Services as the original Architect.
- **R & L Architectural** - Orlando, FL - Contractor to make building repairs.

The quarterly report on Job Order Contracting (JOC) projects will include the project title, subcontractors, material suppliers, trade or work being performed, and dollar value of work.

Options:

1. Approve the purchase request to Johnson-Laux Construction, LLC for an amount not to exceed \$119,942.53; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

The City anticipates the insurance company (Preferred Government Insurance Trust) to approve the City's claim for damages. The City has already received a \$25,000 check from the Insurance Company to start the repairs to the building. Once the Insurance company agrees to the remaining amount the City will process a budget adjustment to add the funds to the current budget for this project. The City will have to cover a \$10,000 deductible.

Account No.	<u>001-5193-519.46-20</u>
Project No.	<u>PWVAND</u>
WF No.	<u>WF1326556 / 001</u>
Requisition	<u>53083</u>

Submission Date and Time:



Work Order Signature Document

EZIQC Contract No.: FL-ECA-GC03-121918-JLC

☒

New Work Order



Modify an Existing Work Order

Work Order Number.: 087652.00

Work Order Date: 02/01/2021

Work Order Title: Leesburg Ski Beach Restroom Fire Restoration

Owner Name: City of Leesburg

Contractor Name: Johnson-Laux Construction, LLC

Contact: Mike Thorton

Contact: John Toth

Phone: 352-728-9864

Phone: (407) 770-2181

Work to be Performed

Work to be performed as per the Final Detailed Scope of Work Attached and as per the terms and conditions of EZIQC Contract No FL-ECA-GC03-121918-JLC.

Brief Work Order Description:

Park Restroom Fire Restoration

Time of Performance

Estimated Start Date:

Estimated Completion Date:

Liquidated Damages

Will apply:



Will not apply:



Work Order Firm Fixed Price: \$119,942.53

Owner Purchase Order Number:

Detailed Scope of Work

To: John Toth
ezIQ - Sourcewell - FL - Marion County
2602 SE 8th Street
Ocala, FL 34471
(407) 770-2181

From: Mike Thorton
City of Leesburg
501 W Meadow St
Leesburg, FL 34748
352-728-9864

Date Printed: February 01, 2021

Work Order Number: 087652.00

Work Order Title: Leesburg Ski Beach Restroom Fire Restoration

Brief Scope: Park Restroom Fire Restoration

☐

Preliminary

☐

Revised

☒

Final

The following items detail the scope of work as discussed at the site. All requirements necessary to accomplish the items set forth below shall be considered part of this scope of work.

1/29/2021 PROJECT: City of Leesburg – Ski Beach Restroom Fire Restoration SUBJ: Scope of Work Summary Scope: The project includes Restoration of Restrooms at Ski Beach in Leesburg, Florida. Detailed Scope of Work: • Architect/Engineer details of repairs needed to complete restoration and submit all documents needed for permitting. • Installation of Temp fencing for construction/laydown area. Grounds To be restored after construction. • Demolition of existing metal roof, trusses, drywall ceiling, insulation, lights on ceiling, all MEP above ceiling. • Demo loose stucco at columns and beams, remove approx. 12" of stucco around the top of wall along perimeter to accommodate retrofit straps for new trusses. TBD by engineer. • Demo existing pull down attic access and replace. • Demo 2 exterior metal doors and 1 interior wood door. Salvage Door closures and install on new doors. Door frames to remain. Remove and reinstall mag locks of 2 exterior doors and reinstall on new doors. • Demo 1 cracked window at restroom • Remove bathroom partitions and reinstall once work is complete. Ensure proper reinstallation. • Provide and install new Trusses and roof sheathing, sub fascia per existing drawings. • Provide and install new insulation at ceiling per existing drawings. • Provide and install new Metal Roof to match existing. • Provide and install new MEP's above ceiling to include but not limited to exhaust, grilles, lights, occupancy sensor, conduits. • Provide and install new drywall ceiling. • Provide and install new pull-down attic access. • Clean entire restroom walls, floors, bathroom fixtures, partitions, and tile. • Repair stucco walls, beams, and columns, to include replacement/repair of stone cap. • Pressure wash entire exterior of bldg. and adjacent walkways. • Remove and install new water coolers per existing drawings. • Paint exterior/interior of restrooms • Provide and install new soffit and fascia per existing drawings. • Provide and install new doors per existing drawings on door schedule. All hardware but to be new except for salvaged door closers. • Provide new conduit and wiring above ceiling. • Provide and install new lighting and exit signs per existing drawings. • Provide and install plumbing vent stack above ceiling. • Provide and install new restroom exhaust. • Provide and install 1 new window per existing drawings. • Demolition Debris Removal and disposal. Clarifications: • Not included will be anything not mentioned, or anything requested by owner/ AHJ that is not already mentioned. • Contractor to utilize City of Leesburg Waste Services for dumpsters. • Permits to be included. • Bond not included. • NO Liquidated Damages. • Certified Payroll not included. • Liability insurance included. • Builder's Risk not included. • All work to be completed during normal business hours. • Any unforeseen conditions are excluded. -

Subject to the terms and conditions of JOC Contract **FL-ECA-GC03-121918-JLC**.

Detailed Scope of Work Continues..

Work Order Number: 087652.00

Work Order Title: Leesburg Ski Beach Restroom Fire Restoration

Contractor's Price Proposal - Summary

Date:	February 01, 2021	
Re:	IQC Master Contract #:	FL-ECA-GC03-121918-JLC
	Work Order #:	087652.00
	Owner PO #:	
	Title:	Leesburg Ski Beach Restroom Fire Restoration
	Contractor:	Johnson-Laux Construction, LLC
	Proposal Value:	\$119,942.53

No Category Input	\$119,942.53
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Proposal Total	\$119,942.53
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This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

Contractor's Price Proposal - Detail

Date: February 01, 2021

Re: IQC Master Contract #: FL-ECA-GC03-121918-JLC
 Work Order #: 087652.00
 Owner PO #:
 Title: Leesburg Ski Beach Restroom Fire Restoration
 Contractor: Johnson-Laux Construction, LLC
 Proposal Value: \$119,942.53

Sect.	Item	Mod.	UOM	Description	Line Total
Labor	Equip.	Material	(Excludes)		
No Category Input					
1	01 22 16 00 0002		EA	Reimbursable FeesReimbursable Fees will be paid to the contractor for eligible costs. The base cost of the Reimbursable Fee is \$1.00. Insert the appropriate quantity to adjust the base cost to the actual Reimbursable Fee (e.g. quantity of 125 = \$125.00 Reimbursable Fee). If there are multiple Reimbursable Fees, list each one separately and add a comment in the "note" block to identify the Reimbursable Fee (e.g. sidewalk closure, road cut, various permits, extended warranty, expedited shipping costs, etc.). A copy of each receipt shall be submitted with the Price Proposal.	\$1,650.00
			Installation	Quantity 1,500.00 x Unit Price 1.00 x Factor 1.1000 = Total 1,650.00	
			Permit Allowance		
2	01 22 20 00 0056		HR	Principal Architect	\$5,183.63
			Installation	Quantity 20.00 x Unit Price 205.00 x Factor 1.2643 = Total 5,183.63	
			Code evaluation, letter from P.E., sketch detail and repair plan		
3	01 22 23 00 0855		DAY	3,500 PSI Pressure Washer With Full-Time Operator	\$908.15
			Installation	Quantity 2.00 x Unit Price 359.15 x Factor 1.2643 = Total 908.15	
			Pressure wash cleaning exterior		
4	01 22 23 00 0925		DAY	6 Ton Lift, Truck Mounted Hydraulic Crane With Full-Time Operator	\$1,072.38
			Installation	Quantity 1.00 x Unit Price 848.20 x Factor 1.2643 = Total 1,072.38	
			Setting roof trusses		
5	01 52 13 00 0031		MO	8' x 8' x 20' Storage Container	\$272.23
			Installation	Quantity 2.00 x Unit Price 107.66 x Factor 1.2643 = Total 272.23	
			Container for stored restrooms accessories, toilet partitions etc		
6	01 52 13 00 0031 0015		MOD	For Each Delivery And Removal, Two Round Trips, Add	\$507.79
			Installation	Quantity 1.00 x Unit Price 401.64 x Factor 1.2643 = Total 507.79	
7	01 54 23 00 0004		CCF	Scaffolding With Bracing Accessories - Area Based On 4' Wide Sections (CCF / Month)	\$306.97
			Installation	Quantity 10.00 x Unit Price 24.28 x Factor 1.2643 = Total 306.97	
			Scaffolding for stucco		
8	01 54 23 00 0007		CCF	Up To 20' Height Scaffolding Initial Erection And Final Dismantling, Per CCF Of Scaffolding And Accessories	\$246.41
			Installation	Quantity 10.00 x Unit Price 19.49 x Factor 1.2643 = Total 246.41	
			Scaffolding for stucco		

Contractor's Price Proposal - Detail Continues..

Work Order Number: 087652.00

Work Order Title: Leesburg Ski Beach Restroom Fire Restoration

No Category Input

9	01 56 26 00 0034	EA	10' Wide, 6' High, Temporary Chain Link Fence Gate, Up To 6 Months						\$710.03
		Installation	Quantity	Unit Price	Factor	=	Total		
			2.00 x	280.80 x	1.2643	=	710.03		
		Fence gate							
10	01 56 26 00 0034 0085	MOD	For Shade Cloth, Add						\$129.89
		Installation	Quantity	Unit Price	Factor	=	Total		
			2.00 x	51.37 x	1.2643	=	129.89		
11	01 56 26 00 0143	LF	Temporary 6' High Chain Link Fence Panels (Portable), Up To 6 Months						\$1,150.51
		Installation	Quantity	Unit Price	Factor	=	Total		
			250.00 x	3.64 x	1.2643	=	1,150.51		
		Temporary fencing around construction and lay down areas							
12	01 56 26 00 0143 0071	MOD	For >100 To 250, Deduct						-\$56.89
		Installation	Quantity	Unit Price	Factor	=	Total		
			250.00 x	-0.18 x	1.2643	=	-56.89		
13	01 56 26 00 0143 0075	MOD	For Shade Cloth, Add						\$805.99
		Installation	Quantity	Unit Price	Factor	=	Total		
			250.00 x	2.55 x	1.2643	=	805.99		
14	01 56 26 00 0158	BAG	Temporary Chain Link Fence Panels (Portable) SandbagIncludes placement and removal.						\$195.97
		Installation	Quantity	Unit Price	Factor	=	Total		
			50.00 x	3.10 x	1.2643	=	195.97		
15	01 71 13 00 0005	EA	Up To 20 Ton Lift Move On/Off Cost, Hydraulic CraneIncludes delivery and pickup.						\$364.61
		Installation	Quantity	Unit Price	Factor	=	Total		
			1.00 x	288.39 x	1.2643	=	364.61		
		crane mob							
16	01 74 19 00 0014	EA	20 CY Dumpster (4 Ton) "Construction Debris"Includes delivery of dumpster, rental cost, pick-up cost, hauling, and disposal fee. Non-hazardous material.						\$1,578.68
		Installation	Quantity	Unit Price	Factor	=	Total		
			3.00 x	416.22 x	1.2643	=	1,578.68		
		contractor to utilize City of Leesburg Waste Services for dumpsters							
17	02 41 19 13 0073	EA	Saw Cut Minimum ChargeFor projects where the total saw cutting charge is less than the minimum charge, use this task exclusively. This task should not be used in conjunction with any other tasks in this section.						\$659.26
		Installation	Quantity	Unit Price	Factor	=	Total		
			1.00 x	521.44 x	1.2643	=	659.26		
		Saw cut for stucco removal							
18	02 41 19 16 0016	SF	Demolish Drywall Ceiling						\$161.58
		Installation	Quantity	Unit Price	Factor	=	Total		
			355.00 x	0.36 x	1.2643	=	161.58		
		Drywall ceiling demo							
19	02 90 50 00 0540	EA	Minimum For Cleaning						\$2,085.67
		Installation	Quantity	Unit Price	Factor	=	Total		
			2.00 x	824.83 x	1.2643	=	2,085.67		
		Final Clean							
20	06 05 23 00 0012	EA	14" High x 2-1/2" Wide x 2-1/2" Deep, 7 Gauge, Hold Downs, (Simpson Strong Tie® HD9B)						\$3,648.77
		Installation	Quantity	Unit Price	Factor	=	Total		
			52.00 x	55.50 x	1.2643	=	3,648.77		
		truss straps							

Contractor's Price Proposal - Detail Continues..

Work Order Number: 087652.00

Work Order Title: Leesburg Ski Beach Restroom Fire Restoration

No Category Input

21	06 11 16 00 0176	LF	1" x 4" Pine/Spruce/Fir Light Framing, Trim And Furring						\$213.21
			Quantity	Unit Price	Factor	=	Total		
		Installation	136.00 x	1.24 x	1.2643	=	213.21		
			Furring for beadboard						
22	06 11 16 00 0181	LF	2" x 4" Pine/Spruce/Fir Light Framing, Trim And Furring						\$689.40
			Quantity	Unit Price	Factor	=	Total		
		Installation	256.00 x	1.62 x	1.2643	=	524.33		
		Demolition	256.00 x	0.51 x	1.2643	=	165.07		
			X bracing in trusses						
23	06 11 16 00 0182	LF	2" x 6" Pine/Spruce/Fir Light Framing, Trim And Furring						\$366.75
			Quantity	Unit Price	Factor	=	Total		
		Installation	112.00 x	2.03 x	1.2643	=	287.45		
		Demolition	112.00 x	0.56 x	1.2643	=	79.30		
			sub fascia						
24	06 16 33 00 0005	SF	5/8" Thick CDX Plywood Roof DeckingApplied to wood rafters.						\$1,992.16
			Quantity	Unit Price	Factor	=	Total		
		Installation	935.00 x	1.46 x	1.2643	=	1,725.90		
		Demolition	810.00 x	0.26 x	1.2643	=	266.26		
			roof decking						
25	06 17 53 00 0009	EA	24' Pre-Assembled Wood Roof Truss, 4 In 12 Slope						\$5,188.28
			Quantity	Unit Price	Factor	=	Total		
		Installation	14.00 x	227.49 x	1.2643	=	4,026.62		
		Demolition	14.00 x	65.63 x	1.2643	=	1,161.66		
			roof trusses						
26	06 17 53 00 0009 0044	MOD	For Up To 15, Add						\$127.80
			Quantity	Unit Price	Factor	=	Total		
		Installation	14.00 x	7.22 x	1.2643	=	127.80		
27	06 65 00 00 0062	SF	3/4" Smooth/Wood Grain Reversible Extruded Polyvinyl Chloride (PVC) Sheets						\$1,468.61
			Quantity	Unit Price	Factor	=	Total		
		Installation	192.00 x	6.05 x	1.2643	=	1,468.61		
			Beadboard ceiling						
28	07 21 16 00 0035	SF	9-1/2" Kraft Faced, R-30 Mineral Wool Flexible Insulation						\$1,040.77
			Quantity	Unit Price	Factor	=	Total		
		Installation	560.00 x	1.27 x	1.2643	=	899.17		
		Demolition	560.00 x	0.20 x	1.2643	=	141.60		
			attic Insulation						
29	07 34 00 00 0018	SQ	30 Mil, Fire Rated, High Temperature, Fire Rated, Embossed Surface, Butyl Rubber Based Adhesive, High Density Cross Laminated Polyethylene Reinforcement, Roofing Underlayment, Self-Adhering (Grace Ultra)						\$2,839.49
			Quantity	Unit Price	Factor	=	Total		
		Installation	10.00 x	217.86 x	1.2643	=	2,754.40		
		Demolition	10.00 x	6.73 x	1.2643	=	85.09		
			roofing underlayment						
30	07 41 13 00 0036	SF	Structural 24 Gauge Galvanized Steel Standing Seam Concealed Fastener Roofing						\$11,014.58
			Quantity	Unit Price	Factor	=	Total		
		Installation	935.00 x	8.46 x	1.2643	=	10,000.74		
		Demolition	810.00 x	0.99 x	1.2643	=	1,013.84		
			26 gauge steel standing seam roofing panels						

Work Order Number: 087652.00
Work Order Title: Leesburg Ski Beach Restroom Fire Restoration

Contractor's Price Proposal - Detail Page 4 of 16
2/1/2021

Contractor's Price Proposal - Detail Continues..

Work Order Number: 087652.00

Work Order Title: Leesburg Ski Beach Restroom Fire Restoration

No Category Input

42	08	13	13	13	0049	0104	MOD	For Baked Enamel Finish, Add							\$438.86			
							Installation	Quantity	2.00	x	Unit Price	173.56	x	Factor	1.2643	=	Total	438.86
43	08	13	13	13	0049	0113	MOD	For Insulated Door (Polystyrene Core), Add							\$120.89			
							Installation	Quantity	2.00	x	Unit Price	47.81	x	Factor	1.2643	=	Total	120.89
44	08	13	13	13	0049	0115	MOD	For Seamless Edge (Welded), Add							\$151.13			
							Installation	Quantity	2.00	x	Unit Price	59.77	x	Factor	1.2643	=	Total	151.13
45	08	14	16	00	0447		EA	3'-0" x 6'-8" x 1-3/4" Thick, 5 Ply, Particleboard Core (PC), Birch Faced Wood Door							\$313.21			
							Installation	Quantity	1.00	x	Unit Price	222.63	x	Factor	1.2643	=	Total	281.47
							Demolition	Quantity	1.00	x	Unit Price	25.10	x	Factor	1.2643	=	Total	31.73
							Interior janitor door											
46	08	14	16	00	0447	0131	MOD	For Stave Lumber Core (SLC), Add							\$163.50			
							Installation	Quantity	1.00	x	Unit Price	129.32	x	Factor	1.2643	=	Total	163.50
47	08	31	13	00	0049		EA	24" x 24" Recessed Steel Access Door With Cam Latch							\$756.08			
							Installation	Quantity	3.00	x	Unit Price	199.34	x	Factor	1.2643	=	Total	756.08
							access panels for hard ceilings											
48	08	42	29	33	0013		EA	Combination Digital Camera/Motion Detector For Door Operators (Stanley StanVision)Includes wiring harness and relays.							\$1,870.38			
							Installation	Quantity	2.00	x	Unit Price	739.69	x	Factor	1.2643	=	Total	1,870.38
							Exit motion											
49	08	51	13	00	0113		EA	Up To 6 SF, 3-1/4" Frame Depth, HC 65, Fixed Aluminum Window (Traco TR-7100)							\$354.54			
							Installation	Quantity	1.00	x	Unit Price	240.27	x	Factor	1.2643	=	Total	303.77
							Demolition	Quantity	1.00	x	Unit Price	40.15	x	Factor	1.2643	=	Total	50.76
							Aluminum fixed window											
50	08	51	13	00	0113	0192	MOD	For Installation In Concrete Or Masonry, Add							\$22.40			
							Installation	Quantity	1.00	x	Unit Price	17.72	x	Factor	1.2643	=	Total	22.40
51	08	71	23	00	0037		PR	4-1/2" x 4-1/2", Standard Duty, Full Mortise, Ball Bearing, Wrought Steel Hinge							\$285.04			
							Installation	Quantity	4.50	x	Unit Price	50.10	x	Factor	1.2643	=	Total	285.04
							Hinges for all three doors											
52	08	71	23	00	0037	0218	MOD	For Stainless Steel, Add							\$81.98			
							Installation	Quantity	4.50	x	Unit Price	14.41	x	Factor	1.2643	=	Total	81.98
53	08	71	23	00	0510		EA	Satin Aluminum Finish, Aluminum Hinge Pin Door Stop (Ives 70)							\$12.78			
							Installation	Quantity	1.00	x	Unit Price	10.11	x	Factor	1.2643	=	Total	12.78
							Interior janitor door											

Contractor's Price Proposal - Detail Continues..

Work Order Number: 087652.00

Work Order Title: Leesburg Ski Beach Restroom Fire Restoration

No Category Input

54	08	71	23	00	1424		EA	8" x 30", 0.050" Thick, Satin Stainless Finish, Stainless Kick Plate										\$141.59	
								Installation	Quantity	3.00	x	Unit Price	37.33	x	Factor	1.2643	=	Total	141.59
								Kick plate for all 3 doors											
55	08	71	23	00	2062		EA	4" x 16" Aluminum Pull Plate Door Hardware										\$125.62	
								Installation	Quantity	2.00	x	Unit Price	49.68	x	Factor	1.2643	=	Total	125.62
								Exterior door pull plate											
56	08	71	23	00	2074		EA	4" x 16", Clear Anodized Finish, Aluminum Push Plate Door Hardware										\$50.52	
								Installation	Quantity	2.00	x	Unit Price	19.98	x	Factor	1.2643	=	Total	50.52
								Exterior door push plate											
57	08	71	23	00	2271		EA	Entrance/Office F41 Pre-Assembled LocksetLocked with key outside and push button inside.										\$1,431.98	
								Installation	Quantity	1.00	x	Unit Price	1,132.63	x	Factor	1.2643	=	Total	1,431.98
								Janitor Door.											
58	08	71	23	00	2271	0284	MOD	For Bright Chrome Plated Finish US26 (BHMA 625) Finish, Add										\$258.97	
								Installation	Quantity	1.00	x	Unit Price	204.83	x	Factor	1.2643	=	Total	258.97
59	08	71	23	00	2450		EA	Single Cylinder Surface Mounted DeadboltKey one side, knob one side, bright brass finish.										\$154.50	
								Installation	Quantity	2.00	x	Unit Price	61.10	x	Factor	1.2643	=	Total	154.50
								Exterior doors											
60	08	71	23	00	2516		EA	Electromagnetic Lock, 1,000 lb. Holding Force, Stainless Steel (Schlage 70TJ)										\$428.37	
								Installation	Quantity	2.00	x	Unit Price	112.94	x	Factor	1.2643	=	Total	285.58
								Demolition	Quantity	2.00	x	Unit Price	56.47	x	Factor	1.2643	=	Total	142.79
								Remove and reuse magnetic lock											
61	08	71	23	00	2573		EA	Removal And Reinstallation Of Surface Mounted Door Closer Or Holder										\$158.66	
								Installation	Quantity	3.00	x	Unit Price	41.83	x	Factor	1.2643	=	Total	158.66
								Removal and reinstallation for all three doors											
62	08	71	43	00	0022		LF	6" Width, 1/2" Height, Aluminum Saddle Threshold (Pemko 172A)										\$237.06	
								Installation	Quantity	6.00	x	Unit Price	27.07	x	Factor	1.2643	=	Total	205.35
								Demolition	Quantity	6.00	x	Unit Price	4.18	x	Factor	1.2643	=	Total	31.71
								Saddle threshold											
63	08	81	23	23	0049		SF	1/2" Thick, Laminated Glass With PVB Interlayer, Field Installed Glass										\$216.57	
								Installation	Quantity	5.00	x	Unit Price	34.26	x	Factor	1.2643	=	Total	216.57
								New glass in window											
64	08	91	19	00	0005		EA	12" Wide x 30" High Fixed Intake Louver, Galvanized AluminumIncludes bird screen. Excludes actuator.										\$1,052.38	
								Installation	Quantity	2.00	x	Unit Price	416.19	x	Factor	1.2643	=	Total	1,052.38
								Exterior door louvers											

Contractor's Price Proposal - Detail Continues..

Work Order Number: 087652.00

Work Order Title: Leesburg Ski Beach Restroom Fire Restoration

No Category Input

65	09	24	23	00	0002	SF	Three Coat Troweled Stucco, Scratch/Brown/FinishExcludes lath and felt. Interior or exterior, one side.								\$1,979.89
							Installation	Quantity	Unit Price	Factor	=	Total			
								300.00	4.09	x	1.2643		1,551.30		
							Demolition	300.00	1.13	x	1.2643		428.60		
							Stucco Removal and installation. 12" band around top perimeter of building. Work includes the column faces								
66	09	24	23	00	0002	0025	MOD	For Horizontal Installation Up To 10' High, Add							\$118.84
							Installation	Quantity	Unit Price	Factor	=	Total			
								200.00	0.47	x	1.2643		118.84		
67	09	24	23	00	0002	0027	MOD	For Columns Or Beams Up To 10' High, Add							\$121.37
							Installation	Quantity	Unit Price	Factor	=	Total			
								100.00	0.96	x	1.2643		121.37		
68	09	24	23	00	0002	0037	MOD	For >100 To 500, Add							\$295.85
							Installation	Quantity	Unit Price	Factor	=	Total			
								300.00	0.78	x	1.2643		295.85		
69	09	29	00	00	0013		SF	5/8" Type X Fire Rated Gypsum Board							\$480.43
							Installation	Quantity	Unit Price	Factor	=	Total			
								400.00	0.95	x	1.2643		480.43		
							Interior ceiling								
70	09	29	00	00	0013	0050	MOD	For Horizontal Installation Up To 10' High, Add							\$96.09
							Installation	Quantity	Unit Price	Factor	=	Total			
								400.00	0.19	x	1.2643		96.09		
71	09	29	00	00	0059		SF	Up To 10' High, Ceilings, Tape, Spackle And Finish Gypsum Board							\$187.12
							Installation	Quantity	Unit Price	Factor	=	Total			
								400.00	0.37	x	1.2643		187.12		
							Interior ceiling								
72	09	91	13	00	0089		SF	Paint Exterior Stucco Walls, 1 Coat Primer, Brush/Roller Work							\$364.12
							Installation	Quantity	Unit Price	Factor	=	Total			
								600.00	0.48	x	1.2643		364.12		
							Prime exterior stucco								
73	09	91	13	00	0091		SF	Paint Exterior Stucco Walls, 2 Coats Paint, Brush/Roller Work							\$766.17
							Installation	Quantity	Unit Price	Factor	=	Total			
								600.00	1.01	x	1.2643		766.17		
							Paint exterior stucco								
74	09	91	13	00	0152		SF	Paint Exterior Smooth Wood Ceiling, 1 Coat Primer, Brush/Roller Work							\$89.01
							Installation	Quantity	Unit Price	Factor	=	Total			
								160.00	0.44	x	1.2643		89.01		
							Prime exterior ceiling								
75	09	91	13	00	0152	0211	MOD	For >100 To 250, Add							\$22.25
							Installation	Quantity	Unit Price	Factor	=	Total			
								160.00	0.11	x	1.2643		22.25		
76	09	91	13	00	0154		SF	Paint Exterior Smooth Wood Ceiling, 2 Coats Paint, Brush/Roller Work							\$167.90
							Installation	Quantity	Unit Price	Factor	=	Total			
								160.00	0.83	x	1.2643		167.90		
							Paint exterior Ceiling								
77	09	91	13	00	0154	0211	MOD	For >100 To 250, Add							\$42.48
							Installation	Quantity	Unit Price	Factor	=	Total			
								160.00	0.21	x	1.2643		42.48		

Contractor's Price Proposal - Detail Continues..

Work Order Number: 087652.00

Work Order Title: Leesburg Ski Beach Restroom Fire Restoration

No Category Input

78	09	91	13	00	0224	LF	Paint Exterior Metal Door Frame And Trim, 1 Coat Primer, Brush/Roller Work										\$23.77
						Installation	Quantity	40.00	x	Unit Price	0.47	x	Factor	1.2643	=	Total	23.77
							Prime exterior door frames										
79	09	91	13	00	0226	LF	Paint Exterior Metal Door Frame And Trim, 2 Coats Paint, Brush/Roller Work										\$51.08
						Installation	Quantity	40.00	x	Unit Price	1.01	x	Factor	1.2643	=	Total	51.08
							Paint exterior door frames										
80	09	91	13	00	0231	EA	Paint Exterior Metal Door, Both Faces, 1 Coat Primer, Brush/Roller Work										\$88.58
						Installation	Quantity	2.00	x	Unit Price	35.03	x	Factor	1.2643	=	Total	88.58
							Prime exterior metal door										
81	09	91	13	00	0231	0218	MOD	For Half Louvered Door, Add									\$8.55
						Installation	Quantity	2.00	x	Unit Price	3.38	x	Factor	1.2643	=	Total	8.55
82	09	91	13	00	0233	EA	Paint Exterior Metal Door, Both Faces, 2 Coats Paint, Brush/Roller Work										\$159.53
						Installation	Quantity	2.00	x	Unit Price	63.09	x	Factor	1.2643	=	Total	159.53
							Paint exterior metal door										
83	09	91	13	00	0233	0218	MOD	For Half Louvered Door, Add									\$14.46
						Installation	Quantity	2.00	x	Unit Price	5.72	x	Factor	1.2643	=	Total	14.46
84	09	91	13	00	0266	EA	Up To 8 SF Window Size, Paint Exterior Metal Window Including Trim										\$248.74
						Installation	Quantity	6.00	x	Unit Price	32.79	x	Factor	1.2643	=	Total	248.74
							Paint exterior windows										
85	09	91	23	00	0062	SF	Paint Interior Plaster/Drywall Walls, 1 Coat Primer, Brush/Roller Work										\$354.64
						Installation	Quantity	825.00	x	Unit Price	0.34	x	Factor	1.2643	=	Total	354.64
							Prime interior walls										
86	09	91	23	00	0064	SF	Paint Interior Plaster/Drywall Walls, 2 Coats Paint, Brush/Roller Work										\$698.84
						Installation	Quantity	825.00	x	Unit Price	0.67	x	Factor	1.2643	=	Total	698.84
							Paint interior walls										
87	09	91	23	00	0151	SF	Paint Interior Drywall/Plaster Ceiling, 1 Coat Primer, Brush/Roller Work										\$197.23
						Installation	Quantity	400.00	x	Unit Price	0.39	x	Factor	1.2643	=	Total	197.23
							Prime interior ceiling										
88	09	91	23	00	0151	0284	MOD	For >250 To 500, Add									\$25.29
						Installation	Quantity	400.00	x	Unit Price	0.05	x	Factor	1.2643	=	Total	25.29
89	09	91	23	00	0153	SF	Paint Interior Drywall/Plaster Ceiling, 2 Coats Paint, Brush/Roller Work										\$359.06
						Installation	Quantity	400.00	x	Unit Price	0.71	x	Factor	1.2643	=	Total	359.06
							Paint interior ceiling										

Contractor's Price Proposal - Detail Continues..

Work Order Number: 087652.00

Work Order Title: Leesburg Ski Beach Restroom Fire Restoration

No Category Input

90	09	91	23	00	0153	0284	MOD	For >250 To 500, Add											\$45.51	
							Installation	Quantity	400.00	x		Unit Price	0.09	x		Factor	1.2643	=	Total	45.51
91	09	91	23	00	0239		LF	Paint Interior Metal Door Frame And Trim, 1 Coat Primer, Brush/Roller Work											\$11.88	
							Installation	Quantity	20.00	x		Unit Price	0.47	x		Factor	1.2643	=	Total	11.88
								Prime interior door frames												
92	09	91	23	00	0241		LF	Paint Interior Metal Door Frame And Trim, 2 Coats Paint, Brush/Roller Work											\$25.54	
							Installation	Quantity	20.00	x		Unit Price	1.01	x		Factor	1.2643	=	Total	25.54
								Paint interior door frames												
93	09	91	23	00	0259		EA	Paint Interior Wood Door, Both Faces, 1 Coat Primer, Brush/Roller Work											\$55.21	
							Installation	Quantity	1.00	x		Unit Price	43.67	x		Factor	1.2643	=	Total	55.21
								Prime interior door												
94	09	91	23	00	0261		EA	Paint Interior Wood Door, Both Faces, 2 Coats Paint, Brush/Roller Work											\$100.65	
							Installation	Quantity	1.00	x		Unit Price	79.61	x		Factor	1.2643	=	Total	100.65
								Paint interior door												
95	10	14	16	00	0008		SF	Aluminum Engraved Plaque Including Emblem Size 1-4 SF Each											\$529.11	
							Installation	Quantity	3.00	x		Unit Price	139.50	x		Factor	1.2643	=	Total	529.11
								Leesburg sign												
96	10	14	23	00	0025		EA	>75 To 100 SI, Acrylic, Surface Mount, Indoor/Outdoor Signs With Braille											\$48.75	
							Installation	Quantity	1.00	x		Unit Price	38.56	x		Factor	1.2643	=	Total	48.75
								Mens restroom sign												
97	10	14	23	00	0091		EA	Removal And Reinstallation Of Building Signage, Exterior Up To 4 SF											\$185.09	
							Installation	Quantity	2.00	x		Unit Price	73.20	x		Factor	1.2643	=	Total	185.09
								remove and reinstall women's and Maltese sign												
98	10	21	13	19	0075		EA	36" x 60", Floor And Ceiling Anchored, Antimicrobial Solid Plastic (HDPE), One Compartment Corner Unit, Complete Toilet Partition											\$257.80	
							Installation	Quantity	1.00	x		Unit Price	135.94	x		Factor	1.2643	=	Total	171.87
							Demolition	Quantity	1.00	x		Unit Price	67.97	x		Factor	1.2643	=	Total	85.93
								remove, store and reinstall complete toilet partition												
99	10	21	13	19	0075	0178	MOD	For Heavy Gauge Full-Height SS Hinges And Brackets, Add											\$185.86	
							Installation	Quantity	1.00	x		Unit Price	147.01	x		Factor	1.2643	=	Total	185.86
100	10	21	13	19	0077		EA	60" x 78", Floor And Ceiling Anchored, Antimicrobial Solid Plastic (HDPE), One Compartment Corner Unit, Complete ADA Compliant Toilet Partition											\$563.20	
							Installation	Quantity	2.00	x		Unit Price	148.49	x		Factor	1.2643	=	Total	375.47
							Demolition	Quantity	2.00	x		Unit Price	74.24	x		Factor	1.2643	=	Total	187.72
								Remove, store and reinstall complete ADA toilet partitions												
101	10	21	13	19	0077	0178	MOD	For Heavy Gauge Full-Height SS Hinges And Brackets, Add											\$371.73	
							Installation	Quantity	2.00	x		Unit Price	147.01	x		Factor	1.2643	=	Total	371.73

Contractor's Price Proposal - Detail Continues..

Work Order Number: 087652.00

Work Order Title: Leesburg Ski Beach Restroom Fire Restoration

No Category Input

102	10	21	13	19	0088	EA	24" x 42" x 1", Wall Hung And Post Supported, Antimicrobial Recycled Solid Plastic (HDPE), Urinal Screen								\$110.97
							Quantity	Unit Price		Factor	=	Total			
							1.00	58.51	x	1.2643	=	73.97			
							1.00	29.26	x	1.2643	=	36.99			
							Remove, store and reinstall urinal screen								
103	10	21	13	19	0088	0180	MOD	For Heavy Gauge Full-Height SS Brackets, Add							\$51.49
							Quantity	Unit Price		Factor	=	Total			
							1.00	40.73	x	1.2643	=	51.49			
104	10	28	13	13	0370	EA	Removal And Reinstallation Of Bathroom Accessory								\$66.05
							Quantity	Unit Price		Factor	=	Total			
							4.00	13.06	x	1.2643	=	66.05			
							removal and reinstall mirrors								
105	11	30	33	00	0016	EA	24" x 48" Rough Opening, 7' 11" To 8' 4" Ceiling Height, Wood One Piece Pull Down Access Stairs, 400 LB Capacity								\$2,041.62
							Quantity	Unit Price		Factor	=	Total			
							1.00	1,531.17	x	1.2643	=	1,935.86			
							1.00	83.65	x	1.2643	=	105.76			
							ladder attic access								
106	22	13	16	00	0508	LF	3" Schedule 40 Polyvinyl Chloride (PVC) DWV Pipe AssemblyIncludes all fittings, couplings and hangers. Fittings are assumed every 10'. Not for use where detail is available.								\$2,295.97
							Quantity	Unit Price		Factor	=	Total			
							100.00	15.39	x	1.2643	=	1,945.76			
							100.00	2.77	x	1.2643	=	350.21			
							demo and rework vent piping above ceiling through roof								
107	22	13	16	00	0508	0162	MOD	For Work In Restricted Working Space, Add							\$323.66
							Quantity	Unit Price		Factor	=	Total			
							100.00	2.56	x	1.2643	=	323.66			
108	22	47	16	00	0036	EA	Stainless Steel, Wall Mounted, Barrier Free, Bi-Level, Vandal Resistant Outdoor Water Cooler With Bubblers, 8 GPH (Halsey-Taylor HVR8BLFR-CHILD ADA-SS)								\$2,942.75
							Quantity	Unit Price		Factor	=	Total			
							1.00	2,279.53	x	1.2643	=	2,882.01			
							1.00	48.04	x	1.2643	=	60.74			
							new bi-level water cooler								
109	23	05	29	00	0017	EA	10" Steel Clevis Hanger (Cooper B-Line B3100)								\$910.18
							Quantity	Unit Price		Factor	=	Total			
							9.00	66.93	x	1.2643	=	761.58			
							9.00	13.06	x	1.2643	=	148.61			
							hangers for ductwork								
110	23	05	29	00	0017	0560	MOD	For Work In Restricted Working Space, Add							\$87.50
							Quantity	Unit Price		Factor	=	Total			
							9.00	7.69	x	1.2643	=	87.50			
111	23	09	23	00	0091	EA	Install And Wire Exhaust Fan DDC ControlStart or stop and status.								\$895.01
							Quantity	Unit Price		Factor	=	Total			
							3.00	235.97	x	1.2643	=	895.01			
							Equipment connections								

Contractor's Price Proposal - Detail Continues..

Work Order Number: 087652.00

Work Order Title: Leesburg Ski Beach Restroom Fire Restoration

No Category Input

112	23	31	13	16	0008	LF	10", 26 Gauge, Factory Fabricated, Field Installed, Low Pressure, Galvanized Sheet Metal Round Duct									\$732.79
							Quantity	Unit Price		Factor	=	Total				
						Installation	60.00	x	6.92	x	1.2643	=	524.94			
						Demolition	60.00	x	2.74	x	1.2643	=	207.85			
							new ductwork, demo of old									
113	23	31	13	16	0008	0382	MOD	For Work In Restricted Working Space, Add								\$112.27
							Quantity	Unit Price		Factor	=	Total				
						Installation	60.00	x	1.48	x	1.2643	=	112.27			
114	23	31	13	16	0032		EA	10", 26 Gauge, Factory Fabricated, Field Installed, Low Pressure, Galvanized Sheet Metal Round 90 Degree Elbow								\$406.83
							Quantity	Unit Price		Factor	=	Total				
						Installation	6.00	x	40.46	x	1.2643	=	306.92			
						Demolition	6.00	x	13.17	x	1.2643	=	99.90			
							new ductwork, demo of old									
115	23	31	13	16	0032	0382	MOD	For Work In Restricted Working Space, Add								\$74.87
							Quantity	Unit Price		Factor	=	Total				
						Installation	6.00	x	9.87	x	1.2643	=	74.87			
116	23	31	13	16	0068		EA	10", 26 Gauge, Factory Fabricated, Field Installed, Low Pressure, Galvanized Sheet Metal Round Connector								\$123.04
							Quantity	Unit Price		Factor	=	Total				
						Installation	6.00	x	16.22	x	1.2643	=	123.04			
							new ductwork, demo of old									
117	23	31	13	16	0068	0382	MOD	For Work In Restricted Working Space, Add								\$28.60
							Quantity	Unit Price		Factor	=	Total				
						Installation	6.00	x	3.77	x	1.2643	=	28.60			
118	23	34	16	00	0170		EA	Up To 10" Wheel Diameter, 1/16 HP Direct Drive, In Line Duct Fan115V. Includes disconnect switch.								\$4,036.21
							Quantity	Unit Price		Factor	=	Total				
						Installation	3.00	x	998.44	x	1.2643	=	3,786.98			
						Demolition	3.00	x	65.71	x	1.2643	=	249.23			
							Soler & Palau USA Inline centrifugal exhaust fan PV-200 x 544cfm									
119	23	37	13	00	0037		EA	24" x 24" Ceiling Diffuser, Louver Face, Adjustable Pattern, Surface Mounted, Aluminum Construction With Damper								\$985.40
							Quantity	Unit Price		Factor	=	Total				
						Installation	4.00	x	165.83	x	1.2643	=	838.64			
						Demolition	4.00	x	29.02	x	1.2643	=	146.76			
							new exhaust grills, demo of old									
120	23	37	13	00	0037	0452	MOD	For Flush Mount, Add								\$81.72
							Quantity	Unit Price		Factor	=	Total				
						Installation	4.00	x	16.16	x	1.2643	=	81.72			
121	26	01	20	91	0002		EA	Lock Out/Tag Out Local Disconnect								\$57.85
							Quantity	Unit Price		Factor	=	Total				
						Installation	4.00	x	11.44	x	1.2643	=	57.85			
122	26	01	20	91	0006		EA	Motors, Disconnects And Other Single Source Devices, Existing Circuit Tracing Per Device								\$144.28
							Quantity	Unit Price		Factor	=	Total				
						Installation	12.00	x	9.51	x	1.2643	=	144.28			

Contractor's Price Proposal - Detail Continues..

Work Order Number: 087652.00

Work Order Title: Leesburg Ski Beach Restroom Fire Restoration

No Category Input

123	26	05	19	16	0023	MLF	#12 AWG Cable - XLP (XHHW-2), 600 Volt Copper, Single Stranded, Placed In Conduit								\$2,947.64
							Installation	Quantity	Unit Price	Factor	=	Total			
								4.00	466.05	x	1.2643		2,356.91		
							Demolition	4.00	116.81	x	1.2643	=	590.73		
124	26	05	19	16	0025	MLF	#8 AWG Cable - XLP (XHHW-2), 600 Volt Copper, Single Stranded, Placed In Conduit								\$87.52
							Installation	Quantity	Unit Price	Factor	=	Total			
								0.07	822.05	x	1.2643		72.75		
							Demolition	0.07	166.87	x	1.2643	=	14.77		
125	26	05	29	00	0191	EA	3/4", Two Hole Steel Conduit Strap								\$139.71
							Installation	Quantity	Unit Price	Factor	=	Total			
								50.00	2.21	x	1.2643		139.71		
							Conduit straps								
126	26	05	29	00	0191	0362	MOD	For Work In Restricted Working Space, Add							\$31.61
							Installation	Quantity	Unit Price	Factor	=	Total			
								50.00	0.50	x	1.2643		31.61		
127	26	05	29	00	0284	EA	24" Stud Spacing, 1-1/2" Or 2-1/8" Box Depth, Screw Gun Between Studs Box Bracket (Caddy SGB24A)								\$52.39
							Installation	Quantity	Unit Price	Factor	=	Total			
								7.00	5.92	x	1.2643		52.39		
							box brackets								
128	26	05	29	00	0284	0198	MOD	For Work In Restricted Working Space, Add							\$1.56
							Installation	Quantity	Unit Price	Factor	=	Total			
								3.00	0.41	x	1.2643		1.56		
129	26	05	29	00	0367	EA	#16-18 Screw Size, 5/16" Hole Diameter, Lead Screw Anchor With Screw								\$343.03
							Installation	Quantity	Unit Price	Factor	=	Total			
								76.00	3.57	x	1.2643		343.03		
							screw anchors								
130	26	05	29	00	0367	0017	MOD	For >50 To 100, Deduct							-\$24.98
							Installation	Quantity	Unit Price	Factor	=	Total			
								76.00	-0.26	x	1.2643		-24.98		
131	26	05	33	13	0470	EA	3/4" Rigid Galvanized Steel (RGS) Sealing Locknut								\$11.99
							Installation	Quantity	Unit Price	Factor	=	Total			
								4.00	2.37	x	1.2643		11.99		
							conduit								
132	26	05	33	13	0601	LF	3/4" Electrical Metallic Tubing (EMT) Conduit								\$2,738.47
							Installation	Quantity	Unit Price	Factor	=	Total			
								600.00	2.78	x	1.2643		2,108.85		
							Demolition conduit	600.00	0.83	x	1.2643	=	629.62		
133	26	05	33	13	0601	0091	MOD	For >500 To 1,000, Deduct							-\$121.37
							Installation	Quantity	Unit Price	Factor	=	Total			
								600.00	-0.16	x	1.2643		-121.37		
134	26	05	33	13	0601	0324	MOD	For Work In Restricted Working Space, Add							\$477.91
							Installation	Quantity	Unit Price	Factor	=	Total			
								600.00	0.63	x	1.2643		477.91		

Contractor's Price Proposal - Detail Continues..

Work Order Number: 087652.00

Work Order Title: Leesburg Ski Beach Restroom Fire Restoration

No Category Input

135	26	05	33	13 0634	EA	3/4" Electrical Metallic Tubing (EMT) Compression Coupling							\$339.84
						Quantity	Unit Price	Factor	=	Total			
					Installation	60.00	x 3.31	x 1.2643	=	251.09			
					Demolition conduit	60.00	x 1.17	x 1.2643	=	88.75			
136	26	05	33	13 0634 0324	MOD	For Work In Restricted Working Space, Add							\$66.76
						Quantity	Unit Price	Factor	=	Total			
					Installation	60.00	x 0.88	x 1.2643	=	66.76			
137	26	05	33	13 0678	EA	3/4" Electrical Metallic Tubing (EMT) Insulated Straight Box Compression Connector							\$296.48
						Quantity	Unit Price	Factor	=	Total			
					Installation	50.00	x 3.48	x 1.2643	=	219.99			
					Demolition conduit	50.00	x 1.21	x 1.2643	=	76.49			
138	26	05	33	13 0678 0324	MOD	For Work In Restricted Working Space, Add							\$57.53
						Quantity	Unit Price	Factor	=	Total			
					Installation	50.00	x 0.91	x 1.2643	=	57.53			
139	26	05	33	13 1455	LF	3/4" Schedule 40 Polyvinyl Chloride (PVC) Conduit With Coupled End							\$69.28
						Quantity	Unit Price	Factor	=	Total			
					Installation	20.00	x 2.04	x 1.2643	=	51.58			
					Demolition conduit	20.00	x 0.70	x 1.2643	=	17.70			
140	26	05	33	13 1468	EA	3/4" Schedule 40 Polyvinyl Chloride (PVC) Conduit 90 Degree ElbowSee CSI section 26 05 33 13-2244 for conduit field bending.							\$66.00
						Quantity	Unit Price	Factor	=	Total			
					Installation	4.00	x 9.63	x 1.2643	=	48.70			
					Demolition conduit	4.00	x 3.42	x 1.2643	=	17.30			
141	26	05	33	13 1520	EA	3/4" Polyvinyl Chloride (PVC) Conduit Male Terminal Adapter							\$39.09
						Quantity	Unit Price	Factor	=	Total			
					Installation conduit	4.00	x 7.73	x 1.2643	=	39.09			
142	26	05	33	13 2314	LF	3/4" Flexible Metallic Conduit							\$291.29
						Quantity	Unit Price	Factor	=	Total			
					Installation	80.00	x 2.15	x 1.2643	=	217.46			
					Demolition conduit	80.00	x 0.73	x 1.2643	=	73.84			
143	26	05	33	13 2314 0284	MOD	For Work In Restricted Working Space, Add							\$45.51
						Quantity	Unit Price	Factor	=	Total			
					Installation	80.00	x 0.45	x 1.2643	=	45.51			
144	26	05	33	13 2326	EA	3/4" Flexible Straight Connectors, Plain							\$75.33
						Quantity	Unit Price	Factor	=	Total			
					Installation	9.00	x 4.61	x 1.2643	=	52.46			
					Demolition conduit	9.00	x 2.01	x 1.2643	=	22.87			
145	26	05	33	13 2326 0284	MOD	For Work In Restricted Working Space, Add							\$9.33
						Quantity	Unit Price	Factor	=	Total			
					Installation	9.00	x 0.82	x 1.2643	=	9.33			

Contractor's Price Proposal - Detail Continues..

Work Order Number: 087652.00

Work Order Title: Leesburg Ski Beach Restroom Fire Restoration

No Category Input

146	26	05	33	13	2349	EA	3/4" Flexible 90 Degree Connector, Plain												\$119.82
							Installation	Quantity		Unit Price		Factor	=	Total					
								9.00	x	8.34	x	1.2643	=	94.90					
							Demolition	9.00	x	2.19	x	1.2643	=	24.92					
							conduit												
147	26	05	33	13	2349	0284	MOD	For Work In Restricted Working Space, Add											\$12.52
							Installation	Quantity		Unit Price		Factor	=	Total					
								9.00	x	1.10	x	1.2643	=	12.52					
148	26	05	33	16	0004		EA	2-1/8" Depth, 4" Square Steel Box											\$1,933.89
							Installation	Quantity		Unit Price		Factor	=	Total					
								67.00	x	15.98	x	1.2643	=	1,353.64					
							Demolition	67.00	x	6.85	x	1.2643	=	580.25					
							Steel Box												
149	26	05	33	16	0009		EA	5/8" Depth, 1 Gang, 4" Square Steel Mud Ring											\$97.48
							Installation	Quantity		Unit Price		Factor	=	Total					
								10.00	x	5.43	x	1.2643	=	68.65					
							Demolition	10.00	x	2.28	x	1.2643	=	28.83					
							Mud ring												
150	26	05	33	16	0015		EA	5/8" Depth, 2 Gang, 4" Square Steel Mud Ring											\$111.26
							Installation	Quantity		Unit Price		Factor	=	Total					
								11.00	x	5.72	x	1.2643	=	79.55					
							Demolition	11.00	x	2.28	x	1.2643	=	31.71					
							Mud ring												
151	26	05	33	16	0034		EA	Flat, 4" Square Steel Exposed Work Cover											\$399.04
							Installation	Quantity		Unit Price		Factor	=	Total					
								43.00	x	5.06	x	1.2643	=	275.09					
							Demolition	43.00	x	2.28	x	1.2643	=	123.95					
							Box cover												
152	26	09	23	00	0495		EA	Single Pole, Line Voltage, Dual Technology, Ceiling Mount, Extended Range, 360 Degree View Occupancy Sensor (Sensor Switch CMR PDT 10)											\$436.97
							Installation	Quantity		Unit Price		Factor	=	Total					
								2.00	x	162.52	x	1.2643	=	410.95					
							Demolition	2.00	x	10.29	x	1.2643	=	26.02					
							ceiling mounted OCC Sensor												
153	26	09	23	00	0604		EA	System Power Pack and Relay, Switching Module (Sensor Switch nLight@ nPP 16)											\$336.46
							Installation	Quantity		Unit Price		Factor	=	Total					
								2.00	x	123.91	x	1.2643	=	313.32					
							Demolition	2.00	x	9.15	x	1.2643	=	23.14					
							OCC Sensor Assembly												
154	26	24	16	00	0029		EA	100 Amp Rating, 20 - 20 Amp Breakers, 120/240 Volt, 3 Wire, 1 Phase Assembled Panelboard, >50 To 100 Amp Main Breaker, 24 Circuit Capacity											\$1,149.22
							Installation	Quantity		Unit Price		Factor	=	Total					
								1.00	x	594.14	x	1.2643	=	751.17					
							Demolition	1.00	x	314.84	x	1.2643	=	398.05					
							Remove and reinstall panel for gut and rewire/ labor only												
155	26	27	16	00	0350		EA	6" x 6" x 4" Hinged Cover, Polycarbonate NEMA 4X Enclosure With Clear Cover											\$137.21
							Installation	Quantity		Unit Price		Factor	=	Total					
								1.00	x	98.49	x	1.2643	=	124.52					
							Demolition	1.00	x	10.04	x	1.2643	=	12.69					
							PVC Jbox												

Contractor's Price Proposal - Detail Continues..

Work Order Number: 087652.00

Work Order Title: Leesburg Ski Beach Restroom Fire Restoration

No Category Input

156	26	27	26	00	0009	EA	1 Gang, 20 Amp, GFI, Duplex Receptacle Assembly											\$313.56
							Quantity		Unit Price		Factor	=	Total					
						Installation	3.00	x	65.33	x	1.2643	=	247.79					
						Demolition	3.00	x	17.34	x	1.2643	=	65.77					
						GFI receptacles												
157	26	27	26	00	0191	EA	40 Amp, SPST, 125 Volt, Standard Time Switch											\$103.85
							Quantity		Unit Price		Factor	=	Total					
						Installation	2.00	x	27.38	x	1.2643	=	69.23					
						Demolition	2.00	x	13.69	x	1.2643	=	34.62					
						Remove, rewire, reinstall time clocks/labor only												
158	26	28	16	00	0007	EA	100 Amp, 240 Volt Class, 1 Phase, 2 Wire, 2 Blades And Fuseholders, Heavy Duty Fusible, NEMA 1 Enclosure, Neutral Kit, Safety Switch											\$2,472.52
							Quantity		Unit Price		Factor	=	Total					
						Installation	3.00	x	587.54	x	1.2643	=	2,228.48					
						Demolition	3.00	x	64.34	x	1.2643	=	244.04					
						Remove and replace safety switches												
159	26	51	13	00	0340	EA	2' Length, 3,500 Lumens, Surface Mount, Wraparound LED Fixture (Lithonia LBL2)											\$259.37
							Quantity		Unit Price		Factor	=	Total					
						Installation	1.00	x	189.88	x	1.2643	=	240.07					
						Demolition	1.00	x	15.27	x	1.2643	=	19.31					
						Light in janitors closet												
160	26	51	13	00	0799	EA	2 T8HO Lamps, 4' Length, Enclosed And Gasketed, Industrial Fluorescent Fixture (Lithonia DMW)											\$2,651.77
							Quantity		Unit Price		Factor	=	Total					
						Installation	6.00	x	330.13	x	1.2643	=	2,504.30					
						Demolition	6.00	x	19.44	x	1.2643	=	147.47					
						Vapor tight light fixture												
161	26	52	00	00	0003	EA	3 Max Wattage At 90 Minutes, 3.6 Volt, Polycarbonate Housing, LED Lamps, Commercial Emergency Light (Lithonia ELM2 LED)											\$362.15
							Quantity		Unit Price		Factor	=	Total					
						Installation	2.00	x	131.81	x	1.2643	=	333.29					
						Demolition	2.00	x	11.41	x	1.2643	=	28.85					
						Emergency Lights												
162	26	53	00	00	0004	EA	Single Face, Thermoplastic Housing, LED Exit Sign With Battery Back-Up (Lithonia LQM ELN)											\$403.69
							Quantity		Unit Price		Factor	=	Total					
						Installation	2.00	x	142.97	x	1.2643	=	361.51					
						Demolition	2.00	x	16.68	x	1.2643	=	42.18					
						Exit Signs												
163	26	56	23	00	0107	EA	20 LEDs, 26 System Watts, Wall Mount, Full Cutoff, LED Wall Pack (CREE® BetaLED® Edge® SEC-EDG)Includes 350mA or 525mA driver.											\$1,695.27
							Quantity		Unit Price		Factor	=	Total					
						Installation	2.00	x	623.35	x	1.2643	=	1,576.20					
						Demolition	2.00	x	47.09	x	1.2643	=	119.07					
						Low profile wall pack												
164	26	56	23	00	0109	EA	60 LEDs, 68 System Watts, Wall Mount, Full Cutoff, LED Wall Pack (CREE® BetaLED® Edge® SEC-EDG)Includes 350mA or 525mA driver.											\$4,945.08
							Quantity		Unit Price		Factor	=	Total					
						Installation	4.00	x	925.20	x	1.2643	=	4,678.92					
						Demolition	4.00	x	52.63	x	1.2643	=	266.16					
						Exterior wall pack												

Contractor's Price Proposal - Detail Continues..

Work Order Number: 087652.00

Work Order Title: Leesburg Ski Beach Restroom Fire Restoration

No Category Input

165	28	16	11	00	0005	EA	Exit Push Button, Push Button Controls, Interior Stand Alone Access ControlsControls mount into a single gang electrical box. Excludes electrical box.							\$172.58
						Installation	Quantity		Unit Price		Factor	=	Total	
							2.00	x	68.25	x	1.2643	=	172.58	
							Exit push button							
166	28	46	21	33	0936	EA	Key Switch, Remote Control. (Johnson Controls, Inc. #RKS-S)							\$233.71
						Installation	Quantity		Unit Price		Factor	=	Total	
							1.00	x	184.85	x	1.2643	=	233.71	
							Key switch							
167	32	92	23	00	0047	MSF	Up To 1,000 SF, Bahia Argentine Sod, Installed On Level Ground							\$695.67
						Installation	Quantity		Unit Price		Factor	=	Total	
							0.50	x	1,100.49	x	1.2643	=	695.67	
							New sod							

Subtotal for No Category Input **\$119,942.53**

Proposal Total **\$119,942.53**

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

Subcontractor Listing

Date: February 01, 2021

Re: IQC Master Contract #: FL-ECA-GC03-121918-JLC
Work Order #: 087652.00
Owner PO #:
Title: Leesburg Ski Beach Restroom Fire Restoration
Contractor: Johnson-Laux Construction, LLC
Proposal Value: \$119,942.53

Name of Contractor	Duties	Amount	%
AAA Roofing		\$0.00	0.00
RoMac Building Supply		\$0.00	0.00
Senatore Inc.		\$0.00	0.00

1/29/2021

PROJECT: City of Leesburg – Ski Beach Restroom Fire Restoration

SUBJ: Scope of Work

Summary Scope:

The project includes Restoration of Restrooms at Ski Beach in Leesburg, Florida.

Detailed Scope of Work:

- Architect/Engineer details of repairs needed to complete restoration and submit all documents needed for permitting.
- Installation of Temp fencing for construction/laydown area. Grounds To be restored after construction.
- Demolition of existing metal roof, trusses, drywall ceiling, insulation, lights on ceiling, all MEP above ceiling.
- Demo loose stucco at columns and beams, remove approx. 12” of stucco around the top of wall along perimeter to accommodate retrofit straps for new trusses. TBD by engineer.
- Demo existing pull down attic access and replace.
- Demo 2 exterior metal doors and 1 interior wood door. Salvage Door closures and install on new doors. Door frames to remain. Remove and reinstall mag locks of 2 exterior doors and reinstall on new doors.
- Demo 1 cracked window at restroom
- Remove bathroom partitions and reinstall once work is complete. Ensure proper reinstallation.
- Provide and install new Trusses and roof sheathing, sub fascia per existing drawings.
- Provide and install new insulation at ceiling per existing drawings.
- Provide and install new Metal Roof to match existing.
- Provide and install new MEP’s above ceiling to include but not limited to exhaust, grilles, lights, occupancy sensor, conduits.
- Provide and install new drywall ceiling.
- Provide and install new pull-down attic access.
- Clean entire restroom walls, floors, bathroom fixtures, partitions, and tile.
- Repair stucco walls, beams, and columns, to include replacement/repair of stone cap.
- Pressure wash entire exterior of bldg. and adjacent walkways.
- Remove and install new water coolers per existing drawings.
- Paint exterior/interior of restrooms

- Provide and install new soffit and fascia per existing drawings.
- Provide and install new doors per existing drawings on door schedule. All hardware but to be new except for salvaged door closers.
- Provide new conduit and wiring above ceiling.
- Provide and install new lighting and exit signs per existing drawings.
- Provide and install plumbing vent stack above ceiling.
- Provide and install new restroom exhaust.
- Provide and install 1 new window per existing drawings.
- Demolition Debris Removal and disposal.

Clarifications:

- Not included will be anything not mentioned, or anything requested by owner/ AHJ that is not already mentioned.
- Contractor to utilize City of Leesburg Waste Services for dumpsters.
- Permits to be included.
- Bond not included.
- NO Liquidated Damages.
- Certified Payroll not included.
- Liability insurance included.
- Builder's Risk not included.
- All work to be completed during normal business hours.
- Any unforeseen conditions are excluded.
-

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.B.3.

Meeting Date: February 8, 2021

From: Mike Thornton, (Purchasing Manager), Tino Anthony , (IT Director)

Subject: Purchase request by the Information Technology Department for the purchase of additional battery cabinets/battery capacity at the data center located in the Leesburg Municipal Services Center building.

Staff Recommendation:

Staff recommends approval of the purchase request to Computer Power Systems, Inc. for additional battery back-up capacity in the City's primary data center at the LMSC building for an amount of \$64,380.00.

Analysis:

A critical component to the City's Information Technology network/system is the Uninterruptable Power Systems (UPS) or back-up power at the locations where critical infrastructure is located. Those locations are the Leesburg Municipal Services Center (LMSC), Police Department, and Municipal Operations Center (MOC). Each of these locations have UPSs to provide power should electric utility power supply be interrupted or lost. When the utility power goes out the UPS automatically and instantaneously kicks in to provide power to the IT infrastructure until the generator at the site starts up and begins generating power to that facility. Once the UPS senses that generator power is being provided it disengages and the equipment receives power from the generator. Should the generator fail at any of these facilities the computer systems will have to be shut down in a controlled manner until utility or generator power can be reestablished. The role of the UPS is to provide power for a brief time to allow for the generator to start and begin providing power or to power the equipment long enough for IT staff to complete a controlled shutdown and power down of all the systems.

At the LMSC, the generator has failed to start and provide power on two occasions. When this occurs the UPS at the LMSC only has enough capacity to run the IT equipment for about 15 minutes. Since the UPS equipment was installed additional IT equipment has been added to the data center without recent upgrades to the battery capacity of the UPS systems. This purchase will add two battery banks that can support a 7 kW load with a runtime of approximately 4 hours. There are two UPS units with two battery banks. IT equipment at the LMSC is divided between each of the two UPSs. The batteries are needed in order to allow IT to effect a controlled shutdown of all the systems should the emergency generator fail during a power outage.

The generator at the LMSC is a 1999 Onan 215 kW natural gas fueled generator. This generator used to be at City Hall and was replaced when the City Hall entry and parking lot were reconstructed. The cost to

replace the LMSC generator would be approximately \$150,000 to \$170,000. Replacing the generator would not eliminate the possibility of a failure and IT would still need longer than the current 15 minute runtime to complete a controlled shutdown of the systems.

Procurement Analysis:

This purchase is being made from the Supplier that installed the original UPS battery banks and currently has the service agreement on the equipment. They are very familiar with the systems and the City's facility. Procurement recommends the competitive solicitation be waived and make the purchase from Computer Power Systems, Inc. Procurements market research has shown that the price for the brand and size is reasonable and competitive with other sources.

Options:

1. Approve the purchase request to Computer Power Systems, Inc. for \$64,380.00; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

The Information Technology Department has specifically budgeted for this purchase in the Fiscal Year 2021 approved budget. Funds are available in the current budget.

Account No.	<u>001-1633-513.64-10</u>
Project No.	<u>GFASST</u>
WF No.	<u>WF1313063 / 001</u>
Requisition	<u>53046</u>
Budget	<u>\$65,000.00</u>
Available	<u>\$65,000.00</u>

Submission Date and Time:

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.1.

Meeting Date: February 8, 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, Florida, and Leesburg Development III, LLC; and providing an effective date.

Staff Recommendation:

Staff recommends approval of a Natural Gas Service Agreement with Leesburg Development III, LLC.

Analysis:

Leesburg Development III, LLC, is developing a subdivision located off of North Lake Avenue in Leesburg, known as Lake Griffin Reserve. Section 22-7 of the Code of Ordinances requires the owner to utilize natural gas for eighty percent of the planned one hundred (100) units within the development. The estimated cost of the infrastructure, which will be fully funded by the developer is \$80,152.38.

Procurement Analysis:

N/A

Options:

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

Fiscal Impact:

Developer will place construction funds totaling \$80,152.38 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. WF1329568

Submission Date and Time:

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A
NATURAL GAS SERVICE AGREEMENT BETWEEN THE CITY OF
LEESBURG, FLORIDA, AND LEESBURG DEVELOPMENT III, LLC; AND
PROVIDING AN EFFECTIVE DATE.**

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

THAT the Mayor and City Clerk are hereby authorized and directed to execute a Gas Service Agreement between the City of Leesburg and Leesburg Development III, LLC, for the purpose of specifying the terms under which the City will provide natural gas utility service to the development known as Lake Griffin Reserve.

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 8th day of February 2021.

THE CITY OF LEESBURG, FLORIDA

Mayor

ATTEST:

City Clerk

GAS SERVICE AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 2021 by and between the City of Leesburg, Florida, a municipal corporation organized under the laws of the State of Florida, located at 501 W. Meadow Street, Leesburg, Florida, 34748, (hereinafter referred to as "City"), and Leesburg Development III, LLC located at 246 N. Westmont Drive, Altamonte Springs, Florida, 32714 (hereinafter jointly referred to as "Owner"), sometimes collectively referred to as "Party" or "Parties".

WITNESSETH:

WHEREAS, Owner is developing a subdivision located in Leesburg, Florida, known as Lake Griffin Reserve (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. 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 one hundred (100) 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 eighty thousand one hundred fifty-two dollars and thirty-eight cent (\$80,152.38). 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: _____
Stephen V. Hoffman, Esq.
Manager
Leesburg Development III, LLC

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.2.

Meeting Date: February 8, 2021

From: James Williams, (Finance Director)

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

Staff Recommendation:

Staff recommends approval of the resolution authorizing a change of authorized signatories on all bank accounts at SunTrust Bank N.A.

Analysis:

The requested action is necessary to change the name(s) and/or titled of the individual(s) authorized on the accounts. Signature changes occur whenever there is a change in Mayor, City Manager and/or Finance Director.

Procurement Analysis:

N/A

Options:

1. Approval of the attached resolution authorizing a change of authorized signatories on the accounts at SunTrust Bank N.A.; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

None

Submission Date and Time:

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA AUTHORIZING A CHANGE OF AUTHORIZED SIGNATORIES ON
ALL BANK ACCOUNTS AT SUNTRUST BANK N.A.; AND PROVIDING AN
EFFECTIVE DATE.**

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

WHEREAS, SunTrust Bank N.A., whose address is SunTrust Bank, N.A., 200 S. Orange Avenue, SOAB 6, Orlando, FL 32801 has qualified as a City depository pursuant to the provisions of Chapter 280, Florida Statutes; and,

WHEREAS, inasmuch as the City of Leesburg has changed the responsibilities of Mayor at the Commission meeting dated January 4, 2021, and,

WHEREAS, the Commission, in and for the City of Leesburg, desires to authorize a change of signatories as required by SunTrust Bank to honor all checks, drafts and other orders for payment of money drawn in the name of the City of Leesburg on its demand deposits, time deposits and savings accounts at SunTrust Bank, N.A.

WHEREAS, SunTrust Bank, N.A. has requested that the Commission provide a sample of signatures of the Mayor, City Manager and Finance Director of the City of Leesburg, Florida to facilitate the above referenced transactions.

NOW THEREFORE, BE IT RESOLVED by the Commission, in and for the City of Leesburg, Florida as follows:

1. That the City of Leesburg hereby authorizes the changes in signatories to honor all checks, drafts, or other orders for payment of money drawn in the name of the City of Leesburg effective February 8, 2021 as follows:

John Christian, Mayor
City of Leesburg, Florida

Alfred (Al) Minner, City Manager
City of Leesburg, Florida

James Williams, Finance Director
City of Leesburg, Florida

2. That, SunTrust Bank, N.A. is being provided a sample of the signatories of the aforementioned authorized persons.

3. That, upon adoption by the City Commission in open session, this resolution shall be made a part of the Public Records of the City of Leesburg, Florida, and a copy hereof shall be furnished to SunTrust Bank, N.A.

4. This Resolution shall take effect immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held the 8th day of February 2021.

Mayor

ATTEST:

City Clerk

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.3.

Meeting Date: February 8, 2021

From: James Williams, (Finance Director)

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

Staff Recommendation:

Staff recommends approval of the resolution authorizing a change of authorized signatories on all bank accounts at TD Bank.

Analysis:

The requested action is necessary to change the name(s) and/ or title of the individual(s) authorized on the accounts. Signature changes occur whenever there is a change in Mayor, Mayor Pro-tem, City Manager, and/ or Finance Director.

Procurement Analysis:

N/A

Options:

1. Approval of the attached resolution authorizing a change of authorized signatories on the accounts at TD Bank; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

None

Submission Date and Time:

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA AUTHORIZING A CHANGE OF AUTHORIZED SIGNATORIES ON
ALL BANK ACCOUNTS AT TD BANK; AND PROVIDING AN EFFECTIVE
DATE.**

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

WHEREAS, TD Bank, whose address is TD Bank, 1560 N. Orange Ave., 3rd Floor, Winter Park, FL 32789 has qualified as a City depository pursuant to the provisions of Chapter 280, Florida Statutes; and,

WHEREAS, inasmuch as the City of Leesburg has changed the responsibilities of the Mayor and Mayor Pro-Tem at the Commission meeting dated January 4, 2021, and,

WHEREAS, the Commission, in and for the City of Leesburg, desires to authorize a change in signatories as required by TD Bank to honor all checks, drafts and other orders for payment of money drawn in the name of the City of Leesburg on its demand deposits, time deposits and savings accounts at TD Bank.

WHEREAS, TD Bank has requested that the Commission provide a sample of the signatures of the Mayor, Mayor Pro-Tem, City Manager and Finance Director of the City of Leesburg, Florida to facilitate the above referenced transactions.

NOW THEREFORE, BE IT RESOLVED by the Commission, in and for the City of Leesburg, Florida as follows:

1. That, the City of Leesburg hereby authorizes the changes in signatories to honor all checks, drafts, or other orders for payment of money in the name of the City of Leesburg, effective February 8, 2021, as follows:

John Christian, Mayor
City of Leesburg, Florida

Mike Pederson, Mayor Pro-Tem
City of Leesburg, Florida

Alfred (Al) Minner, City Manager
City of Leesburg, Florida

James Williams, Finance Director
City of Leesburg, Florida

2. That, TD Bank is being provided a sample of the signatories of the aforementioned authorized persons.

3. That, upon adoption by the Commission in open session, this resolution shall be made a part of the Public Records of the City of Leesburg, Florida, and a copy hereof shall be furnished to TD Bank.

4. This Resolution shall take effect immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held the 8th day of February 2021.

Mayor

ATTEST:

City Clerk

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.4.

Meeting Date: February 8, 2021

From: Brandy McDaniel, (Budget Manager)

Subject: City Commission approval of the budget calendar for Fiscal Year 2021-22, which includes dates for Commission workshops.

Staff Recommendation:

Staff recommends City Commission approval of the budget calendar for fiscal year 2021-22, which includes dates for the commission workshop meetings.

Analysis:

The first step in the budget process is to establish a budget calendar for fiscal year 2021-22. By law the City is allowed 45 days from July 1st or the date the Property Appraiser notifies the City Commission of the certified taxable values of 2021, whichever is later, to certify the following:

- 1) the proposed millage rate for 2021,
- 2) rolled back millage rate for 2021, and
- 3) the date, time, and place of the public hearing to consider the proposed millage rate and tentative budget.

Since the City may not hold a budget hearing on the same day as Lake County or the Lake County School Board, staff has tentatively scheduled the first public hearing for September 16, 2021.

As indicated on the attached calendar, the budget work sessions, subject to approval and/or modification by the Commission are scheduled as follows:

June 28th	Establish the Preliminary 2021 Fire Assessment Fee
July 6th, 8th & 13th	Budget/Capital Improvement workshops
July 12th	Establish 2021 millage rate
September 13th	Final adoption of the 2021 Fire Assessment Fee
September 16th	Establish CRA budgets & tentatively adopt the 2021 millage rate
September 27th	Final adoption of the 2021 millage rate and the FY 21-22 Budget

Procurement Analysis:

N/A

Options:

1. Approve the budget calendar, as presented; or
2. Approve the budget calendar as modified by the City Commission.

Fiscal Impact:

None

Submission Date and Time:

**CITY OF LEESBURG, FLORIDA
BUDGET CALENDAR
FISCAL YEAR 2021-22**

2021 Date, Day	Responsible Party	Required Activity	Requirement Reference
February 8, Monday	City Commission	Adopt budget calendar for the fiscal year 2021-22 budget	
March 31, Wednesday	Department Directors	Deadline for submission to the Budget Manager of Utility Revenue Projections for fiscal year 2021-22	
April 5, Monday	Department Directors	Deadline for submission to the Budget Manager of budget requests for fiscal year 2021-22	
April 26-May 21, Monday- Friday	City Manager	Meet with governmental fund departments to discuss fiscal year 2021-22 budget requests, including goals and tasks	
May 24-June 4, Monday-Friday	City Manager	Meet with Utility funds to discuss fiscal year 2021-22 budget requests, including goals and tasks	
On or before June 1, Tuesday	Property Appraiser	Provide an estimate of 2021 total assessed values of nonexempt property for budget planning purposes	Section 200.065 (7), Florida Statutes
June 14, Monday	Budget Manager	Present the draft budget for fiscal year 2021-22 to the City Manager for review and analysis	
June 25, Friday	City Manager	Present the draft budget for fiscal year 2021-22 to the City Commission for review and analysis	Section 200.065 (2)(a)2, Florida Statutes, Section 28, Leesburg City Charter
June 28, Monday	City Commission	Adopt Preliminary Fire Assessment Resolution for fiscal year 2021-22	Section 197.3632, Florida Statutes
On or before July 1, Thursday	Property Appraiser	Submit 2021 certified taxable values to the City Commission	Florida Statutes, Section 200.065 (1), Florida Statutes
July 6 & 8, Tuesday & Thursday	City Commission	Conduct budget/capital improvement work session regarding the proposed budget for fiscal year 2021-22	
July 12, Monday	City Commission	Establish the maximum millage rate for fiscal year 2021-22	
July 13, Tuesday	City Commission	Conduct budget/capital improvement work session regarding the proposed budget for fiscal year 2021-22	
On or before August 2, Monday	City Commission	Notify the Property Appraiser of: 1. The Proposed millage rate for 2021; 2. The rolled back millage rate for 2021; 3. The date, time and place of the public hearings to consider the proposed millage rates and tentative budgets	Section 200.065 (2)(b), Florida Statutes

**CITY OF LEESBURG, FLORIDA
BUDGET CALENDAR
FISCAL YEAR 2021-22**

2021 Date, Day	Responsible Party	Required Activity	Requirement Reference
On or before August 23, Monday	Finance Director/ City Clerk	Advertise public hearing to adopt the Final Fire Assessment Resolution for 2021-22	Section 197.3632, Florida Statutes
On or before August 24, Tuesday	Property Appraiser	Mail notices of proposed property taxes for 2021 to each taxpayer listed on the current year assessment roll	Section 200.065 (2)(b), Florida Statutes, Section 200.069, Florida Statutes
September 13, Monday	City Commission	Conduct public hearing to adopt Annual Fire Assessment Resolution for fiscal year 2021-22	Section 197.3632, Florida Statutes
September 16, Thursday	CRA Board	Establish budgets for Community Redevelopment Agencies	
September 16, Thursday	City Commission	Conduct public hearings to consider adoption of the tentative millage rate for fiscal year 2021-22. All hearings <u>must</u> begin after 5:00 P.M.	Section 166.241 (3), Florida Statutes, Section 200.065 (2)(c)-(e), Florida Statutes
September 23, Thursday	Finance Director/ City Clerk	Advertise public hearings to consider final adoption of the budgets, increases in property taxes and operating expenditures (if applicable), and adoption of millage rate for fiscal year 2021-22	Section 200.065 (2)(d), Florida Statutes, Sections 200.065 (3),(a),(b) and (h)-(l), Florida Statutes
September 27, Monday	City Commission	Conduct public hearings to consider final adoption of the budget/capital improvement plan, and millage rate for fiscal year 2021-22. All hearings <u>must</u> be after 5:00 P.M.	Section 166.241 (3), Florida Statutes, Section 200.065 (2)(d), (e), Florida Statutes
September 28, Tuesday	City Commission	Certify to the Property Appraiser the adopted millage rate for fiscal year 2021-22.	Section 200.065 (4), Florida Statutes
December	Budget Manager	Begin Distribution of final budget documents	

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.5.

Meeting Date: February 8, 2021

From: Dan Miller, (Planning and Zoning Manager)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, accepting and approving a plat for Spring Creek, a subdivision of the City of Leesburg, Florida, being a portion of Sections 13 and 14, Township 20 South, Range 24 East, City of Leesburg, Lake County, Florida, and accepting and dedicating to the use of the public any easements or public places shown thereon as being dedicated to the public; and providing an effective date. (Spring Creek Plat)

Staff Recommendation:

Staff recommends approval of the plat for the Spring Creek subdivision.

Analysis:

The property is generally located on the south side of County Road 48 and east of U.S. Highway 27. The proposal is for approval of a plat with 124 single family lots. The infrastructure has been installed and model homes have been constructed as allowed under City of Leesburg code requirements. The review processes for zoning, site plan and construction plans have been completed. Approval of this plat will complete the project review process and allow for continued permitting and construction of this new single-family subdivision.

Procurement Analysis:

N/A

Options:

1. Approve the request for a plat of the new Spring Creek Subdivision; or
2. Other action as the Commission may choose.

Fiscal Impact:

A positive fiscal impact will result from the completion of this ongoing project, in the form of ad valorem taxes, plus impact fees and utility charges.

Submission Date and Time:

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, ACCEPTING AND APPROVING A PLAT FOR SPRING CREEK, A SUBDIVISION OF THE CITY OF LEESBURG, FLORIDA, BEING A PORTION OF SECTIONS 13 AND 14, TOWNSHIP 20 SOUTH, RANGE 24 EAST, CITY OF LEESBURG, LAKE COUNTY, FLORIDA, AND ACCEPTING AND DEDICATING TO THE USE OF THE PUBLIC ANY EASEMENTS OR PUBLIC PLACES SHOWN THEREON AS BEING DEDICATED TO THE PUBLIC; AND PROVIDING AN EFFECTIVE DATE. (SPRING CREEK PLAT)

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

THAT the plat of the following described lands, which is named Spring Creek, is hereby approved and accepted by the City of Leesburg, Florida; being

that portion of Sections 13 and 14, Township 20 south, Range 24 East,
as legally described as follows:

(See Exhibit A - Spring Creek Plat, attached)

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 8th day of February 2021.

Mayor

ATTEST:

City Clerk

SPRING CREEK

A PORTION OF LAND SITUATED WITHIN SECTIONS 13 AND 14, TOWNSHIP 20 SOUTH, RANGE 24 EAST
CITY OF LEESBURG, LAKE COUNTY, FLORIDA

SHEET 1 OF 4

PLAT BOOK

PAGE

SPRING CREEK DEDICATION

KNOW BY ALL MEN BY THESE PRESENTS, THAT RICHMOND AMERICAN HOMES OF FLORIDA, LP, A COLORADO LIMITED PARTNERSHIP, BEING THE OWNER IN FEE SIMPLE OF THE LANDS DESCRIBED IN THE FOREGOING CAPTION TO THIS PLAT, DO HEREBY DEDICATE SAID LANDS AND PLAT FOR THE USES AND PURPOSES THEREON EXPRESSED AND DEDICATES TRACT RW-1 (50.00 FOOT WIDE RIGHT-OF-WAY) TO THE SPRING CREEK HOMEOWNERS ASSOCIATION, INC. AND IS TO BE MAINTAINED BY THE SAME, AND FURTHER DEDICATES THE UTILITY EASEMENTS AND DRAINAGE EASEMENTS TO THE CITY OF LEESBURG FOR THE PERPETUAL USE OF THE PUBLIC AND TRACT LS-1 (LIFT STATION) IN FEE SIMPLE TO THE CITY OF LEESBURG (WITH THE RECORDING OF THIS PLAT VESTING SAID INTERESTS IN THE CITY OF LEESBURG WITHOUT THE NECESSITY OF ANY OTHER INSTRUMENT OF GRANT OR CONVEYANCE).

1. RESTRICTIONS. THE LANDS WITHIN THIS PLAT ARE SUBJECT TO, AND THE UTILIZATION OF THE LANDS WITHIN THIS PLAT BY THE OWNERS IS FURTHER LIMITED AND RESTRICTED BY THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SPRING CREEK (THE "DECLARATION"), RECORDED IN OFFICIAL RECORDS BOOK _____, PAGES _____, TOGETHER WITH ALL THE RECORDED AMENDMENTS.

2. DRAINAGE EASEMENTS. EASEMENTS DESIGNATED ON THIS PLAT AS DRAINAGE EASEMENTS ARE HEREWITHIN DEDICATED AS A PERPETUAL NON-EXCLUSIVE EASEMENTS TO THE SPRING CREEK HOMEOWNERS ASSOCIATION, INC., A FLORIDA NOT FOR PROFIT CORPORATION (THE "ASSOCIATION").

3. SURFACE WATER MANAGEMENT SYSTEM. THE SPRING CREEK HOMEOWNERS ASSOCIATION SHALL MAINTAIN AND OPERATE THE SURFACE WATER MANAGEMENT SYSTEM WITH THE LANDS DESCRIBED IN THIS PLAT IN ACCORDANCE WITH THE PERMIT ISSUED BY THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT.

BY: RICHMOND AMERICAN HOMES OF FLORIDA, LP, A COLORADO LIMITED PARTNERSHIP

BY: RAH OF FLORIDA, INC., A COLORADO LIMITED CORPORATION, ITS GENERAL PARTNER

SIGNATURE _____ DATE _____

ROBERT SEBESTA V.P. LAND ACQUISITION
PRINT NAME TITLE

WITNESSES:

SIGNATURE _____ SIGNATURE _____

PRINT NAME _____ PRINT NAME _____

NOTARY ACKNOWLEDGEMENT

STATE OF FLORIDA
COUNTY OF _____

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF [] PHYSICAL PRESENCE OR [] ONLINE NOTARIZATION, THIS ____ DAY OF _____, 20____ BY ROBERT SEBESTA OF RICHMOND AMERICAN HOMES OF FLORIDA, LP, A COLORADO LIMITED PARTNERSHIP, BY RAH OF FLORIDA, INC., A COLORADO LIMITED CORPORATION, ITS GENERAL PARTNER, ON BEHALF OF THE COMPANY, HE / SHE IS [] PERSONALLY KNOWN TO ME OR [] HAS PRODUCED _____ AS IDENTIFICATION.

WITNESS MY HAND AND OFFICIAL SEAL IN THE COUNTY AND STATE LAST AFORESAID THIS ____ DAY OF _____, 20____

PRINT NAME _____

MY COMMISSION NUMBER IS: _____

MY COMMISSION EXPIRES: _____

CERTIFICATE OF SURVEYOR AND MAPPER

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, BEING A PROFESSIONAL SURVEYOR AND MAPPER CERTIFIES THAT I HAVE PREPARED THE FOREGOING PLAT AND IT WAS MADE UNDER MY DIRECTION AND SUPERVISION AND THAT THE PLAT COMPLIES WITH ALL OF THE SURVEY REQUIREMENTS OF CHAPTER 177, PART 1, PLATTING, FLORIDA STATUTES; AND THAT SAID LAND IS LOCATED IN THE CITY OF LEESBURG, LAKE COUNTY, FLORIDA.

SIGNED: _____ DATED _____

E. GLENN TURNER, PSM FLORIDA REGISTRATION NO. 5643
AMERICAN SURVEYING AND MAPPING, INC.
REGISTRATION NUMBER L.B. NO. 6393
3191 MAGUIRE BOULEVARD, SUITE 200
ORLANDO, FLORIDA 32803 (407) 426-7979

SURVEYOR'S NOTES

- THE BEARINGS SHOWN HEREON ARE BASED ON THE WEST LINE OF SECTION 13, TOWNSHIP 20 SOUTH, RANGE 24 EAST, AS BEING NORTH 00°51'10" EAST, ASSUMED.
- ALL LOT LINES INTERSECTING CURVES ARE RADIAL UNLESS SHOWN AS NON-RADIAL (NR).
- THIS PROPERTY LIES WITHIN FLOOD ZONES "X" AND "A". ZONE "X" DENOTES AREAS TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, ZONE "A" DENOTES AREAS TO BE SPECIAL FLOOD HAZARD AREAS SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD, WITH NO BASE FLOOD ELEVATION BEING DETERMINED. INFORMATION FROM FEMA FLOOD MAP #12069C0480E, HAVING AN EFFECTIVE DATE OF DECEMBER 18TH, 2012.
- ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.
- ALL LOTS HAVE 10.00 FOOT WIDE UTILITY EASEMENTS ALONG THE ROAD RIGHT-OF-WAY.
- LOT CORNERS SHALL BE SET IN ACCORDANCE WITH CHAPTER 177.091 (9) FLORIDA STATUTES.
- THERE IS A UTILITY EASEMENT OVER THE ENTIRETY OF TRACT RW-1 (50.00 FOOT WIDE RIGHT-OF-WAY) DEDICATED TO THE PROVIDERS OF PUBLIC UTILITIES FOR THE PURPOSES OF CONSTRUCTING, ACCESSING, REPLACING AND MAINTAINING THEIR RESPECTIVE FACILITIES; AND AN INGRESS/EGRESS EASEMENT OVER THE ENTIRETY OF SAID TRACT RW-1 FOR THE BENEFIT OF PICK-UP AND DELIVERY SERVICES, POLICE SERVICES, FIRE PROTECTION SERVICES, AMBULANCE SERVICES, AND OTHER AUTHORITIES OF LAW, U.S. MAIL CARRIERS, AND REPRESENTATIVES OF UTILITIES.
- TRACTS OS-1 THROUGH OS-7, BEING OPEN SPACE AND UTILITY TRACTS, ARE TO BE OWNED AND MAINTAINED BY THE SPRING CREEK HOMEOWNERS ASSOCIATION, INC.
- TRACTS W-1 THROUGH W-3, BEING WETLAND CONSERVATION AREAS, ARE TO BE OWNED AND MAINTAINED BY THE SPRING CREEK HOMEOWNERS ASSOCIATION, INC.
- TRACT FD-1 IS A FUTURE DEVELOPMENT TRACT AND IS TO BE OWNED AND MAINTAINED BY THE SPRING CREEK HOMEOWNERS ASSOCIATION, INC.
- TRACTS SW-1 THROUGH SW-4 ARE STORMWATER MANAGEMENT TRACTS AND ARE TO BE OWNED AND MAINTAINED BY THE SPRING CREEK HOMEOWNERS ASSOCIATION, INC.

LEGAL DESCRIPTION

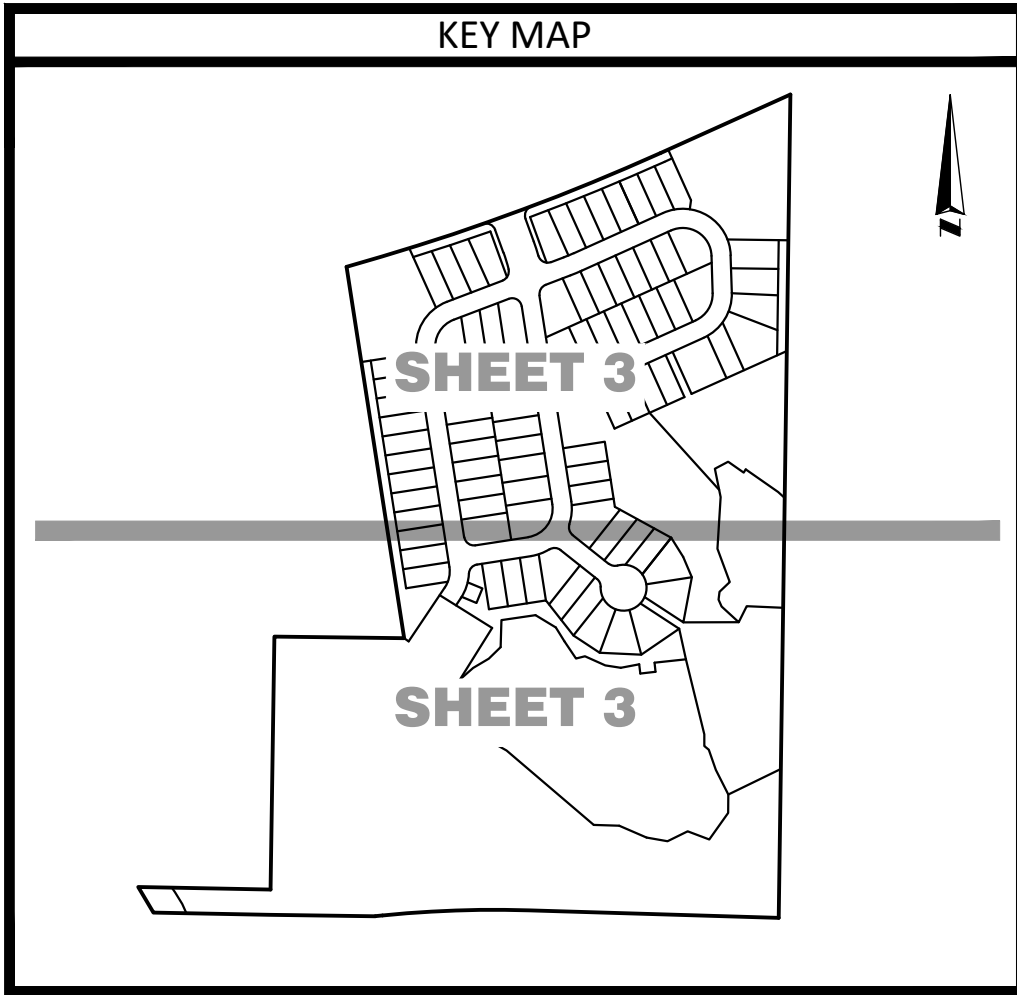
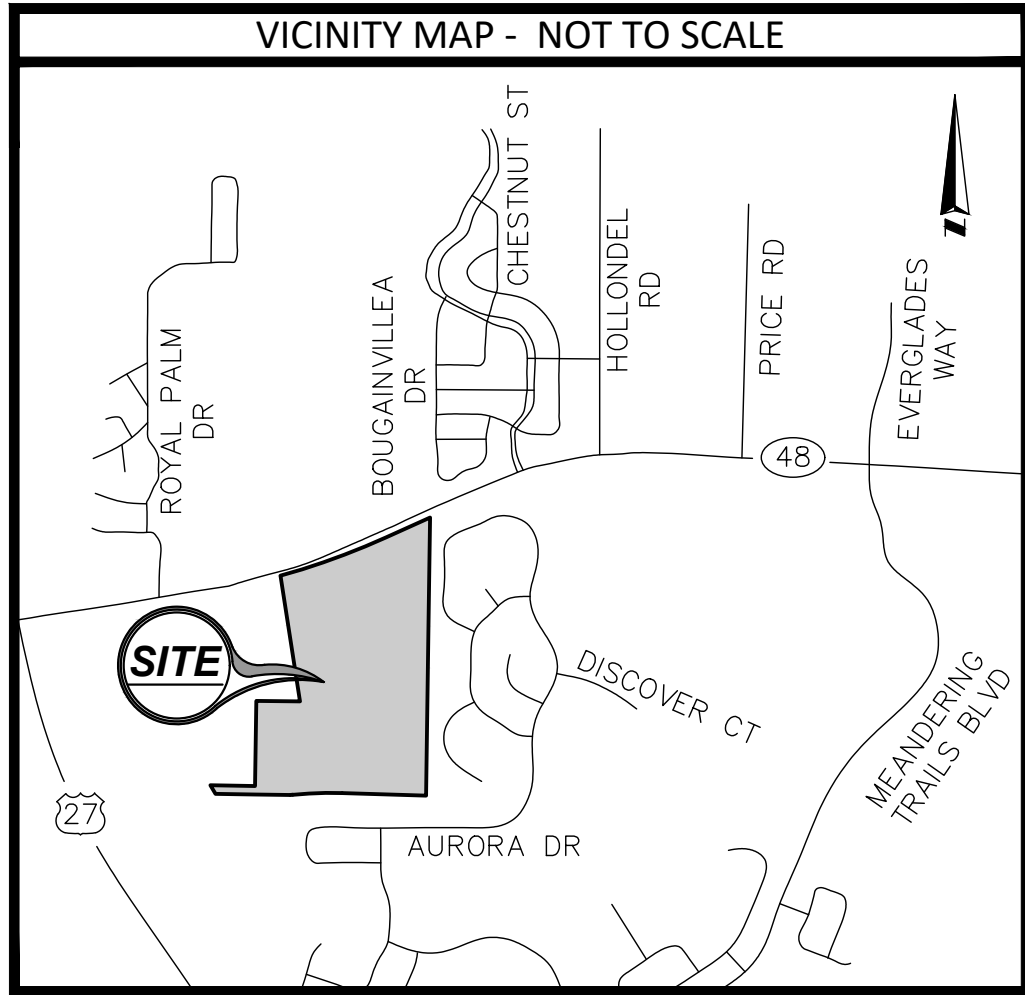
A PORTION OF LAND SITUATED WITHIN SECTION 13 AND 14, TOWNSHIP 20 SOUTH, RANGE 24 EAST, CITY OF LEESBURG, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE WEST MOST SOUTHWEST CORNER OF TRACT C OF LEGACY OF LEESBURG UNIT 3, RECORDED IN PLAT BOOK 51, PAGES 4 AND 5 OF THE PUBLIC RECORDS OF LAKE COUNTY FLORIDA AND THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 20 SOUTH, RANGE 24 EAST; THENCE ALONG THE WEST BOUNDARY OF SAID TRACT C AND THE WEST LINE OF SAID NORTHEAST QUARTER OF THE SOUTHWEST QUARTER RUN NORTH 00°49'02" EAST, A DISTANCE OF 9.54 FEET TO THE POINT OF BEGINNING; THENCE RUN NORTH 88°14'58" WEST, A DISTANCE OF 650.29 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, CONCAVE SOUTH, HAVING A RADIUS OF 2,889.83 FEET, A CENTRAL ANGLE OF 007°35'00", AND A CHORD DISTANCE OF 382.20 FEET WHICH BEARS SOUTH 87°57'32" WEST; THENCE ALONG THE ARC OF SAID CURVE RUN WESTERLY FOR A LENGTH OF 382.48 FEET TO A POINT OF NON-TANGENCY WITH A CURVE TO THE RIGHT, CONCAVE NORTHERLY, HAVING A RADIUS OF 2836.74 FEET, A CENTRAL ANGLE OF 000°22'44", AND A CHORD DISTANCE OF 18.76 FEET WHICH BEARS SOUTH 84°21'12" WEST; THENCE ALONG THE ARC OF SAID CURVE RUN WESTERLY FOR A LENGTH OF 18.76 FEET TO A POINT OF NON-TANGENCY WITH A LINE, SAID POINT ALSO BEING A POINT ON THE NORTH BOUNDARY OF LEGACY AT LEESBURG UNIT 1, RECORDED IN PLAT BOOK 43, PAGES 15 THROUGH 19 OF THE PUBLIC RECORDS OF LAKE COUNTY FLORIDA; THENCE ALONG SAID NON-TANGENT NORTH BOUNDARY RUN NORTH 89°14'22" WEST, A DISTANCE OF 273.75 FEET; THENCE RUN NORTH 88°55'44" WEST, A DISTANCE OF 304.03 FEET; THENCE DEPARTING SAID NORTH BOUNDARY LINE RUN NORTH 30°41'12" WEST, A DISTANCE OF 77.62 FEET; THENCE RUN SOUTH 88°55'44" EAST, A DISTANCE OF 344.66 FEET TO A POINT ON THE WEST LINE OF SECTION 13, TOWNSHIP 20 SOUTH, RANGE 24 EAST; THENCE ALONG SAID WEST SECTION LINE RUN NORTH 00°51'10" EAST, A DISTANCE OF 658.84 FEET; THENCE DEPARTING SAID WEST SECTION LINE RUN SOUTH 89°14'11" EAST, A DISTANCE OF 337.82 FEET; THENCE RUN NORTH 08°48'19" WEST A DISTANCE OF 978.96 FEET TO A POINT ON THE SOUTHEAST RIGHT-OF-WAY LINE OF COUNTY ROAD 48 PER WARRANTY DEED DEDICATING 5.00 FEET OF ADDITIONAL RIGHT-OF-WAY TO SAID COUNTY ROAD 48, BEING A 105.00 FOOT WIDE RIGHT-OF-WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION PROJECT #1093 ROAD 212, RECORDED IN LAKE COUNTY ROAD PLAT BOOK 1, PAGE 5 AND OFFICIAL RECORDS BOOK 5291, PAGES 880 THROUGH 883, AS RECORDED IN THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; SAID POINT ALSO BEING THE POINT OF NON-TANGENCY WITH A CURVE TO THE LEFT, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 5784.58 FEET, A CENTRAL ANGLE OF 008°37'16", AND A CHORD DISTANCE OF 869.56 FEET WHICH BEARS NORTH 70°05'23" EAST; THENCE ALONG THE ARC OF SAID CURVE RUN FOR A LENGTH OF 870.38 FEET TO A POINT OF NON-TANGENCY WITH A LINE; THENCE ALONG SAID NON-TANGENT LINE RUN NORTH 65°43'44" EAST A DISTANCE OF 371.05 FEET TO A POINT ON THE WEST BOUNDARY LINE OF LEGACY OF LEESBURG UNIT 4, AS RECORDED IN PLAT BOOK 53, PAGES 55 THROUGH 56, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING AFORESAID SOUTHEAST RIGHT-OF-WAY LINE, RUN ALONG SAID WEST BOUNDARY SOUTH 00°47'39" WEST A DISTANCE OF 830.11 FEET TO THE INTERSECTION OF THE EAST-WEST CENTER SECTION LINE OF SAID SECTION 13 AND SAID WEST BOUNDARY LINE; THENCE ALONG THE WEST BOUNDARY LINE OF SAID LEGACY OF LEESBURG UNIT 3 AND SAID LEGACY OF LEESBURG UNIT 4 RUN SOUTH 00°49'02" WEST A DISTANCE OF 1,314.47 FEET TO THE POINT OF BEGINNING.

CONTAINING 2,240,975 SQUARE FEET OR 51.446 ACRES, MORE OR LESS.

LEGEND

- = SET 4"x4" CONCRETE MONUMENT "PRM LB #6393" (UNLESS OTHERWISE NOTED)
- = SET NAIL AND DISK PCP "LB 6393 (UNLESS OTHERWISE NOTED)
- ✚ = SECTION CORNER
- # = NUMBER
- R = RADIUS
- Δ = CENTRAL ANGLE (DELTA)
- C# = CURVE TAG (SEE CORRESPONDING CURVE TABLE)
- CL = CENTERLINE
- BFE = BASE FLOOD ELEVATION
- CB = CHORD BEARING
- CCR = CERTIFIED CORNER RECORD
- CH = CHORD DISTANCE
- DE = DRAINAGE EASEMENT
- DUE = DRAINAGE AND UTILITY EASEMENT
- L# = LINE TAG (SEE CORRESPONDING LINE TABLE)
- L = ARC LENGTH
- LB = LICENSED BUSINESS
- MB = MAP BOOK
- (NR) = NON-RADIAL
- (OA) = OVERALL DISTANCE
- ORB = OFFICIAL RECORDS BOOK
- PB = PLAT BOOK
- PC = POINT OF CURVATURE
- PG = PAGE(S)
- PI = POINT OF INTERSECTION
- PNT = POINT OF NON-TANGENCY
- PRM = PERMANENT REFERENCE MONUMENT
- PSM = PROFESSIONAL SURVEYOR AND MAPPER
- PT = POINT OF TANGENCY
- RP = RADIUS POINT
- UE = UTILITY EASEMENT



NOTICE

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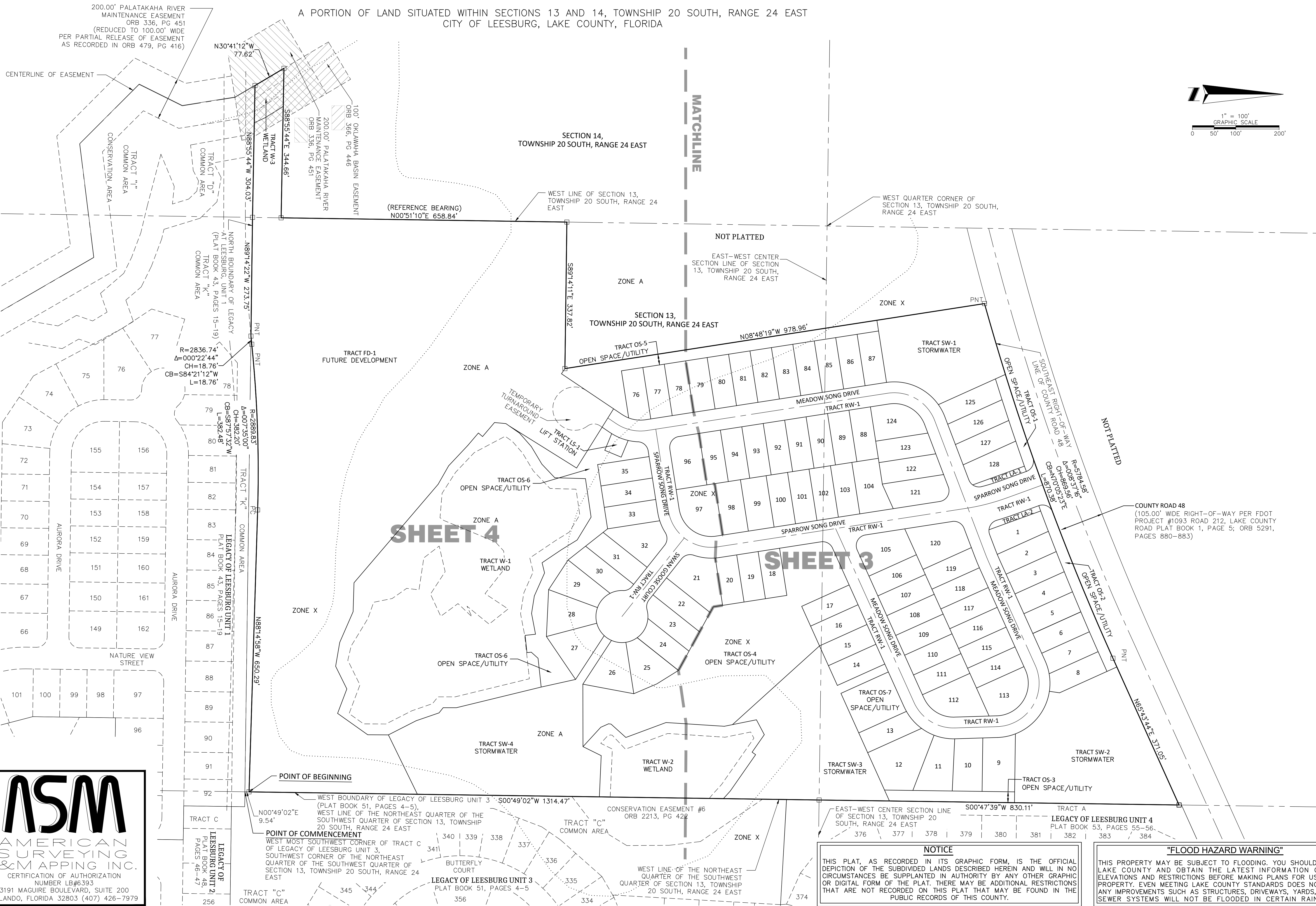
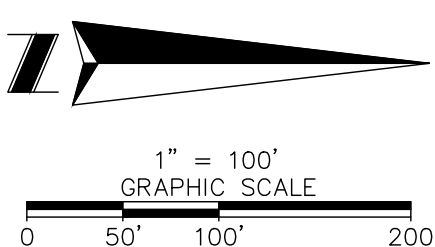
"FLOOD HAZARD WARNING"

THIS PROPERTY MAY BE SUBJECT TO FLOODING. YOU SHOULD CONTACT LAKE COUNTY AND OBTAIN THE LATEST INFORMATION ON FLOOD ELEVATIONS AND RESTRICTIONS BEFORE MAKING PLANS FOR USE OF THIS PROPERTY. EVEN MEETING LAKE COUNTY STANDARDS DOES NOT ENSURE ANY IMPROVEMENTS SUCH AS STRUCTURES, DRIVEWAYS, YARDS, SANITARY SEWER SYSTEMS WILL NOT BE FLOODED IN CERTAIN RAIN EVENTS.



SPRING CREEK

A PORTION OF LAND SITUATED WITHIN SECTIONS 13 AND 14, TOWNSHIP 20 SOUTH, RANGE 24 EAST
CITY OF LEESBURG, LAKE COUNTY, FLORIDA



SPRING CREEK

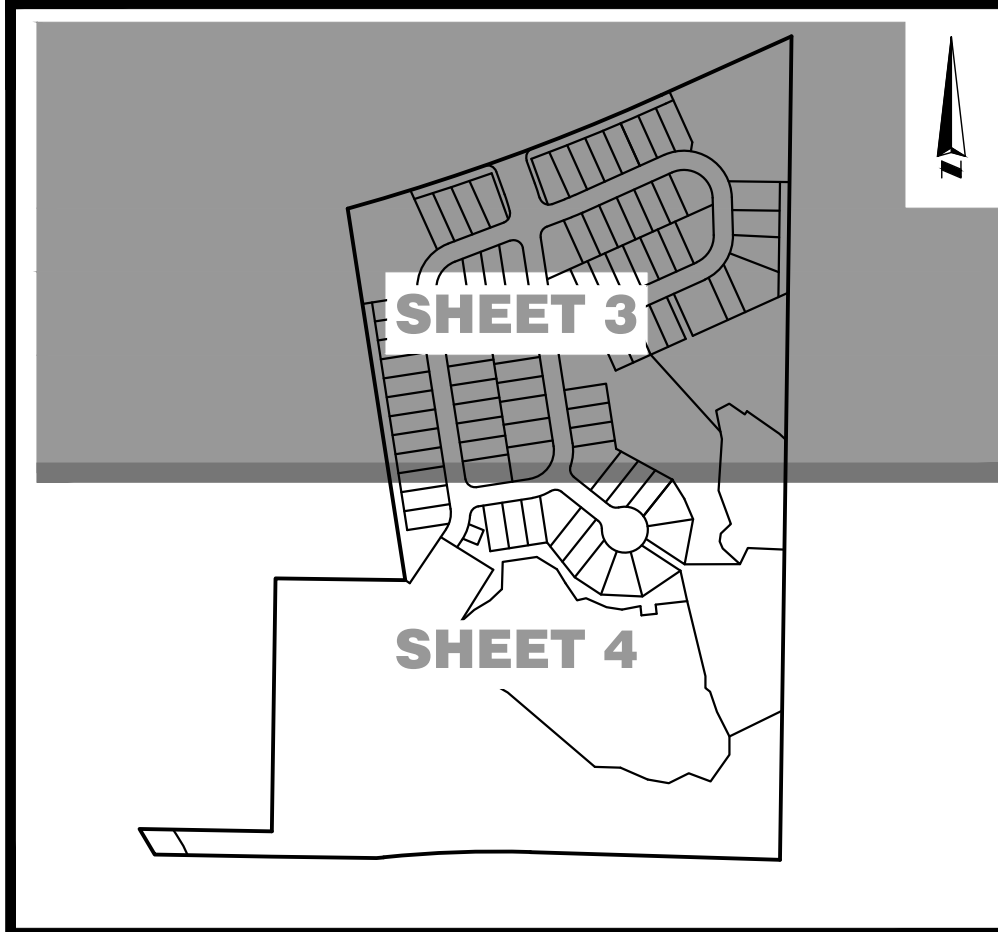
A PORTION OF LAND SITUATED WITHIN SECTIONS 13 AND 14, TOWNSHIP 20 SOUTH, RANGE 24 EAST
CITY OF LEESBURG, LAKE COUNTY, FLORIDA

SHEET 3 OF 4

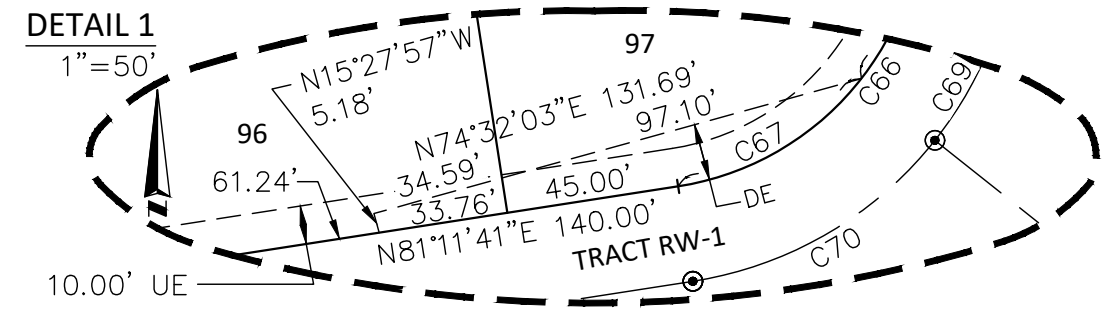
PLAT BOOK

PAGE

KEY MAP



DETAIL 1
1"=50'



1" = 100'
GRAPHIC SCALE
0 50' 100' 200'

Curve#	Radius	Delta	Chord	Chord Bearing	Length
C1	5784.58	001°41'09"	170.18	N73°33'26"E	170.19'
C2	5784.58	002°00'07"	202.11	N71°42'49"E	202.12'
C3	5784.58	001°19'18"	133.42	N70°03'06"E	133.43'
C4	5784.58	003°36'42"	364.58	N67°35'06"E	364.64'
C5	25.00	089°20'21"	35.15	N64°37'05"W	38.98'
C6	458.00	005°40'55"	45.40	N17°06'26"W	45.42'
C7	25.00	083°27'37"	33.28	N27°27'50"E	36.42'
C8	25.00	049°54'32"	21.09	N10°41'17"E	21.78'
C9	25.00	023°03'05"	14.43	N52°25'06"E	14.44'
C10	5809.58	002°05'25"	211.92	N71°38'21"E	211.93'
C11	5809.58	000°29'47"	50.34	N72°26'10"E	50.34'
C12	5809.58	000°29'46"	50.30	N71°56'23"E	50.30'
C13	5809.58	000°29'44"	50.25	N71°20'38"E	50.25'
C14	5809.58	000°36'07"	61.04	N70°53'43"E	61.04'
C15	25.00	089°20'21"	35.15	S24°43'17"W	38.98'
C16	542.00	004°07'55"	39.08	N17°52'56"W	39.09'
C17	25.00	094°59'23"	36.86	S63°18'41"E	41.45'
C18	25.00	069°15'52"	28.40	S50°25'55"E	30.21'
C19	25.00	025°45'32"	11.14	N82°04'24"E	11.24'
C20	475.00	003°27'54"	28.72	N67°27'41"E	28.73'
C21	475.00	001°38'25"	13.60	N68°22'25"E	13.60'
C22	475.00	001°49'28"	15.13	N66°38'28"E	15.13'
C23	5809.58	000°34'48"	378.15	N10°41'17"E	378.22'
C24	5809.58	000°29'38"	50.10	N69°18'44"E	50.10'
C25	5809.58	000°29'38"	50.07	N68°46'06"E	50.07'
C26	5809.58	000°29'37"	50.05	N68°16'29"E	50.05'
C27	5809.58	000°29'36"	50.03	N67°46'52"E	50.03'
C28	5809.58	000°29'35"	50.01	N67°17'16"E	50.01'
C29	5809.58	000°29'34"	50.00	N66°47'40"E	50.00'
C30	5809.58	000°29'33"	50.00	N66°18'05"E	50.00'
C31	5809.58	000°29'32"	50.00	N65°48'30"E	50.00'
C32	5809.58	000°29'31"	50.00	N65°18'55"E	50.00'
C33	524.00	003°27'54"	31.68	N67°27'41"E	31.69'
C34	524.00	003°02'32"	27.84	N67°47'19"E	27.84'
C35	524.00	000°25'15"	4.85	N65°56'22"E	3.85'
C36	500.00	003°27'54"	30.23	N67°27'41"E	30.24'
C37	500.00	000°32'38"	4.75	N09°04'38"W	4.75'
C38	500.00	011°08'35"	97.09	N14°22'36"W	97.24'
C39	500.00	010°35'57"	92.36	N14°38'55"W	92.50'
C40	125.00	077°59'57"	157.33	S30°11'39"W	170.17'
C41	125.00	014°40'24"	31.93	S61°51'26"W	32.01'
C42	125.00	062°40'01"	130.00	S23°11'13"W	136.72'
C43	125.00	000°39'31"	1.44	S08°28'33"E	1.44'
C44	75.00	077°59'57"	94.27	S30°11'39"W	102.10'
C45	100.00	077°59'57"	125.86	S30°11'39"W	136.13'
C46	25.00	102°00'03"	38.86	N59°48'21"W	44.51'
C47	25.00	077°59'57"	31.47	S30°11'39"W	34.03'
C48	75.00	112°30'00"	124.72	N58°01'16"W	147.26'
C49	100.00	112°30'00"	166.28	N58°01'16"W	196.33'
C50	25.00	112°30'00"	207.67	N58°01'16"W	245.44'
C51	125.00	014°06'20"	30.70	S72°46'54"W	30.77'
C52	125.00	018°39'51"	40.54	S89°10'00"W	40.72'
C53	125.00	060°14'45"	125.46	N51°22'42"W	131.44'
C54	125.00	019°29'03"	42.30	N11°30'47"E	42.51'
C55	75.00	067°30'00"	83.34	N31°58'44"E	88.36'
C56	100.00	067°30'00"	111.11	N31°58'44"E	117.81'
C57	125.00	067°30'00"	138.89	N31°58'44"E	147.26'
C58	125.00	000°32'23"	1.18	N01°30'04"W	1.18'
C59	125.00	012°15'58"	48.27	N09°54'06"E	48.58'
C60	125.00	015°08'26"	52.94	N28°36'18"E	53.03'
C61	125.00	024°12'13"	52.41	N48°16'38"E	52.80'
C62	125.00	005°21'00"	11.67	N63°03'14"E	11.67'
C63	25.00	105°27'57"	39.79	S61°32'17"E	46.02'
C64	25.00	074°32'03"	30.28	N28°27'43"W	32.52'
C65	25.00	090°00'00"	35.36	S53°48'19"E	39.27'
C66	75.00	090°00'00"	106.07	N36°11'41"E	117.81'
C67	75.00	043°18'22"	55.35	N59°32'30"E	56.69'
C68	75.00	046°41'38"	59.44	N14°32'30"E	61.12'
C69	100.00	090°00'00"	141.42	N36°11'41"E	157.33'
C70	100.00	042°45'43"	72.91	N59°48'55"E	77.49'
C71	100.00	047°14'27"	80.14	N14°48'55"E	82.45'
C72	125.00	027°46'11"	59.99	N05°04'46"E	60.58'
C73	125.00	004°34'22"	9.97	N06°31'08"W	9.98'
C74	125.00	023°11'48"	50.26	N07°21'58"E	50.26'
C75	25.00	070°31'44"	28.87	S16°18'00"E	30.77'

Curve#	Radius	Delta	Chord	Chord Bearing	Length
C76	125.00	023°17'16"	50.46	N69°33'03"E	50.81'
C77	125.00	009°15'12"	20.17	N76°34'05"E	20.19'
C78	125.00	014°02'05"	30.54	N64°55'27"E	30.82'
C79	25.00	070°31'44"	28.87	N86°49'44"W	30.77'
C80	25.00	053°58'05"	22.69	S78°32'54"E	23.55'
C81	60.00	019°43'52"	20.56	S84°19'59"W	20.66'
C84	60.00	049°56'38"	50.66	N60°49'46"W	52.30'
C97	25.00	078°35'55"	31.67	S41°53'43"W	34.30'

WEST LINE OF SECTION 13,
TOWNSHIP 20 SOUTH, RANGE 24
EAST

EAST-WEST CENTER SECTION LINE
OF SECTION 13, TOWNSHIP 20
SOUTH, RANGE 24 EAST

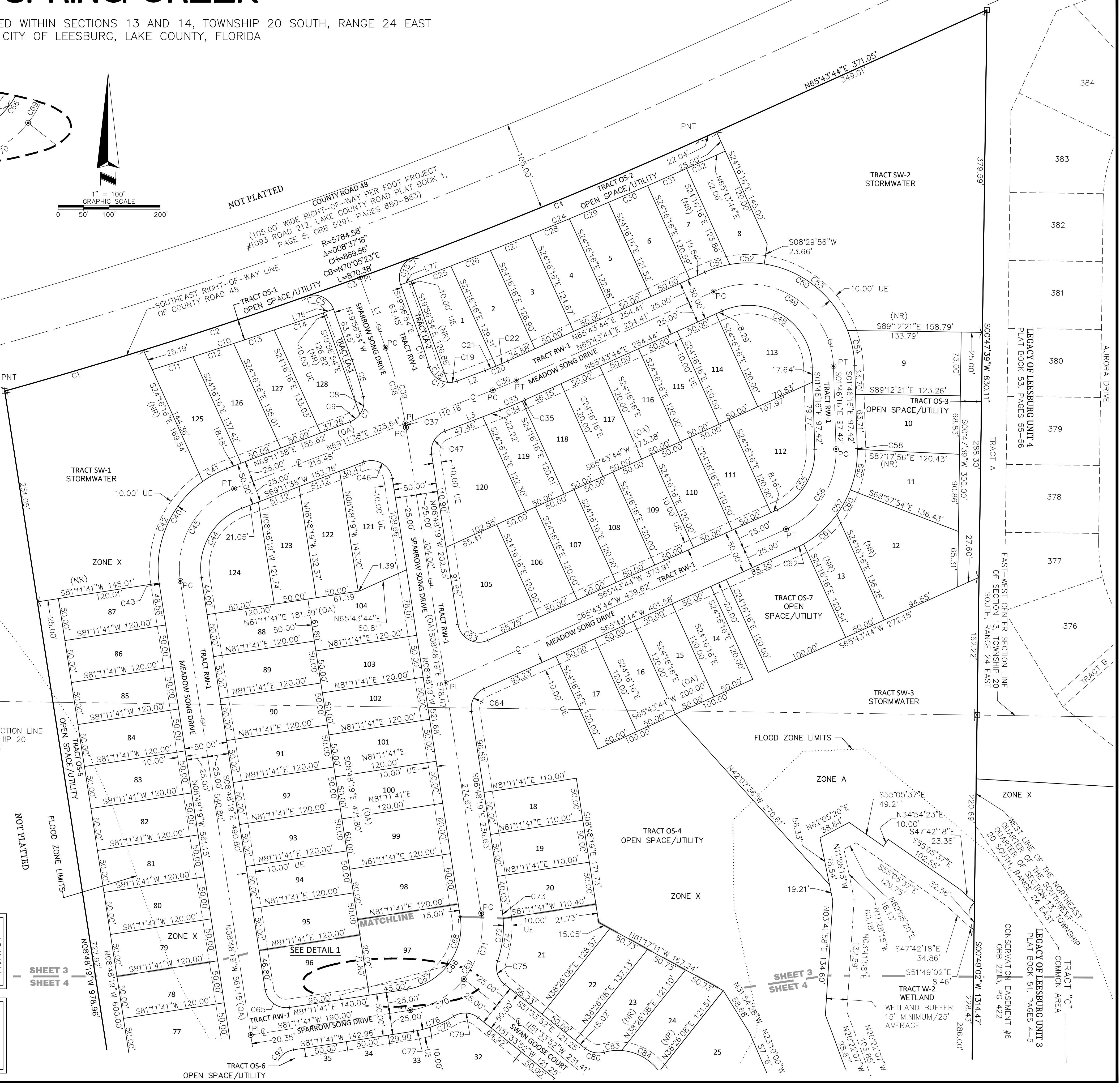
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"FLOOD HAZARD WARNING"

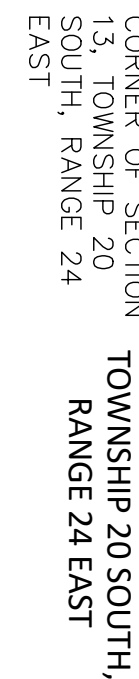
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SEWER SYSTEMS WILL NOT BE FLOODED IN CERTAIN RAIN EVENTS.

ASM
AMERICAN
SURVEYING
& MAPPING INC.
CERTIFICATION OF AUTHORIZATION
NUMBER LB#6393
3191 MAGUIRE BOULEVARD, SUITE 200
ORLANDO, FLORIDA 32803 (407) 426-7979



SHEET 4 OF 4 | PLAT BOOK PAGE

LEGACY OF LEEBURG UNIT :
PLAT BOOK 51, PAGES 4-5
CONSERVATION EASEMENT #6
ORD. 2017 DC. 403



1" = 100'
GRAPHIC SCALE

0 50' 100' 200'



"FLOOD HAZARD WARNING"

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City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.6.

Meeting Date: February 8, 2021

From: Al Minner, (City Manager)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, authorizing the City Manager and City Clerk to execute a Lease Agreement between Bases Loaded Consultant Group and the City of Leesburg for office space at the Leesburg Business Incubator for a three-year term; and providing an effective date.

Staff Recommendation:

Staff recommends approval of the lease agreement between Bases Loaded Consultant Group and the City of Leesburg for office space at the Business Incubator.

Analysis:

The Business Incubator Program was designed to help early stage companies develop into financially stable, high impact enterprises by providing resources and services that facilitate growth. Bases Loaded Consultant Group's agreement will extend for a three-year period.

Procurement Analysis:

N/A

Options:

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

Fiscal Impact:

The fiscal impact over the three-year period is \$9,900.

Submission Date and Time:

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA, AUTHORIZING THE CITY MANAGER AND CITY CLERK TO
EXECUTE A LEASE AGREEMENT BETWEEN BASES LOADED
CONSULTANT GROUP AND THE CITY OF LEESBURG FOR OFFICE SPACE
AT THE LEESBURG BUSINESS INCUBATOR FOR A THREE-YEAR TERM;
AND PROVIDING AN EFFECTIVE DATE.**

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

THAT the City Manager and City Clerk are hereby authorized to execute an agreement with Bases Loaded Consultant Group, whose address is 600 Market Street, Leesburg, Florida 34748, for office space at the Business Incubator.

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 8th day of February 2021.

Mayor

ATTEST:

City Clerk

LEASE AGREEMENT

THIS LEASE entered into on the _____ day of Feb, 2021, between THE CITY OF LEESBURG, FLORIDA, hereafter referred to as "LESSOR", and, Deborah L. Jayne, President, Bases Loaded Consultant Group, hereafter referred to as "LESSEE,

WITNESSETH:

Lessor hereby leases to lessee, and lessee leases from Lessor, the premises described as the "City Hall Annex" (Business Incubator), having a street address of 600 Market Street, Leesburg, Florida, together with all driveways and parking areas appurtenant thereto, under the terms and conditions set forth below:

1. TERM. The term of this Lease shall be for a period of 3 years, commencing as of February 11, 2021 and ending at midnight on the last day of February 11, 2024. Lessee may have access to the premises prior to the commencement of the term in order to conduct tenant renovations and improvements. During that time, all terms, conditions and covenants of this Lease shall apply to lessee's use and occupancy of the premises and all activities carried out by Lessee there, with the sole exception that no rent shall be due. **Lessor and/or Lessee can terminate the Lease agreement without penalty; with a 30 day written notice to either party.**

2. RENT. Lessee shall pay monthly rent to Lessor in the amount of \$250.00 per month, **plus** all applicable sales tax. The Parties understand and agree that Lessee's reduced rent payments during the first 24 months of the Lease term are provided in consideration of USDA Rural Development expenditures related to Lessor's planned improvements to the leased premises as set forth herein.

Lessee shall, for the final 12 months of the Lease term, starting February 11, 2023, pay monthly rent to Lessor in the amount of \$300.00 per month, **plus** all applicable sales tax.

Notwithstanding anything above to the contrary, in no event shall the rent payable by Lessee at any time during the term of this Lease Agreement be decreased.

Lessee acknowledges and agrees that it is responsible for paying the Rent promptly on the 1st day of each month, and that failure to do so will constitute a default under this Lease and entitle Lessor, after first giving three days written notice of default to Lessee, to pursue any remedy allowed by law or under this Lease for a default. If rent is not paid by the 6th day of the month, a **\$25.00** late fee will be imposed, and an additional **\$5.00** late fee will be imposed for each day beyond the 6th of the month that rent remains unpaid. If at any time a check given by Lessee to Lessor is returned unpaid, thereafter Lessor may require all future payments under this Lease to be made in cash or by cashier's check.

3. USE. The premises shall be used only for office, small manufacturing and industrial uses, to the extent permitted by applicable zoning codes, and no other use shall be made of the premises without the prior, written consent of Lessor. The Lessee shall make no unlawful or offensive use of the premises, nor shall any activity be carried on at the premise which constitutes a nuisance to surrounding property.

Lessee shall not allow the production, use, handling or storage, of illegal, dangerous or toxic chemicals or substances, machines or equipment causing excessive noise or dust particles or anything else of any nature whatsoever which would be injurious to the building or property in the reasonable opinion of Lessor. Lessee shall clean up any environmental contamination on the property which is determined to be the result of Lessee's use and occupation thereof, and shall indemnify Lessor against all claims for damages or other relief, plus attorney's fees and costs, due to Lessee's improper or unlawful production, use, handling, storage, or disposal of any hazardous or toxic wastes or substances, as such may be defined from time to time by any local, State or Federal agency. Lessee shall be responsible for the acts and behavior of its officers and employees, licensees, invitees, agents, clients, customers and anyone else on Lessee's premises.

4. DEPOSIT. To secure performance by Lessee of its financial obligations hereunder, Lessee shall within 30 days of the date of execution of this Lease provide Lessor with a check made payable to the City of Leesburg in the amount of **\$250.00**.

Upon any default by Lessee under this Lease, Lessor may at its sole option recover any damages resulting from such default directly from Lessee as provided more particularly below, or Lessor may at any time withdraw from the security deposit an amount sufficient to compensate Lessor for such damages, and if such damages exceed the security deposit amount, Lessor may recover the difference from Lessee directly, it being specifically understood that the amount of the security deposit does not in any way limit the liability of Lessee for damages under this Lease. The portion of the deposit, if any, not utilized as payment of rent for the first and last months of the term shall be returned to Lessee at the end of this Lease, less any amounts retained by Lessor to compensate it for damages. However, prior to any refund, Lessee must present paid receipts indicating that all bills for services to the premises have been paid, together with such other proof as Lessor may reasonably require to establish that Lessee's debts and obligations attributable to the premises have been paid.

5. UTILITIES. Utilities serving the premises, such as telephone and other telecommunications or data transmission services, shall be secured and paid for by Lessee, who shall hold Lessor harmless from any loss or damage, including attorney's fees, arising out of failure by Lessee to pay all utility charges when due. Upon termination of this Lease, Lessee shall not be entitled to a refund of any portion of the security deposit until receipts are provided to Lessor indicating that all utility charges due for service to the premises prior to termination have been paid.

6. TAXES. Lessee shall pay all sales taxes due on the rent or other charges paid by Lessee to, or on behalf of, Lessor under this Lease, and all personal property taxes assessed against Lessee's property kept at the premises, together with any intangible personal property or ad valorem taxes assessed against this Leasehold interest.

7. INSURANCE. Lessor will insure the building against damage by fire and other casualty, but this insurance will cover the structure only and all proceeds thereof shall be the sole property of Lessor. Lessee is responsible for insuring its own personal property on the premises. Also, Lessee shall at its expense procure, and maintain in force throughout the term, the following policies of insurance:

- A. Public liability insurance against any and all claims and demands resulting from injuries received in connection with Lessee's occupancy of the premises, with limits of not less than One Million Dollars (\$1,000,000.00) combined single limit coverage for damages incurred or claimed for death or bodily injury, or for damages to property, with Lessor shown on the policy as an additional insured. The amount of insurance which Lessee is required to carry under this sub-paragraph shall not be construed as a limitation on the damages owed by Lessee to Lessor in the event of a covered incident, and if judgment is entered against Lessor as a result of a covered incident which exceeds the amount of insurance Lessee is required to carry, Lessee shall be responsible for the difference and pay it immediately to Lessor as additional rent hereunder.
- B. Workers' Compensation Insurance, providing coverage against injury to Lessee's employees on the premises, as required by law.
- C. Any other policies of insurance or special endorsements which Lessor may reasonably request from time to time due to changes in circumstances, or to any special risks arising out of Lessee's operations.

The original of each such policy of insurance, or a complete duplicate, shall be delivered to Lessor by Lessee prior to occupancy of the premises by Lessee, together with evidence that the premiums have been paid. Each policy shall contain a provision that it may not be canceled for any reason without thirty (30) days prior, written notice being given to Lessor by the insurer. All policies shall be issued by insurers of recognized responsibility, which are licensed to do business in Florida, with at least an "A" rating by A.M. Best.

8. MAINTENANCE.

Lessor shall maintain the roof and shall repair any major structural defects not caused by the negligent or deliberate acts of Lessee, its agents, servants, or employees.

Lessee shall repair any major structural defects or damages caused by the negligent or deliberate acts of Lessee, its agents, servants, or employees. Lessor shall conduct all maintenance on

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the exterior of the building structure, the plumbing, the interior of the building, the electrical system, the grounds on the exterior of the building, and the driveways and parking lot, but shall not repair any damages caused by the negligent or deliberate acts of Lessee, its agents, servants or employees, or any independent contractors retained by Lessee. The premises shall be returned to Lessor at the end of this Lease in as a good a condition, or better, as existed when Lessee took possession, ordinary wear and tear excepted. Nothing in this paragraph shall apply to damage by fire or other casualty.

9. FIRE EQUIPMENT. Lessor shall provide and maintain, at Lessor's sole expense, approved fire protection devices adequate for each room of leased premises in accordance with the City of Leesburg fire safety codes and requirements. Proof of said compliance and regular inspections of the fire safety equipment shall be provided upon request.

10. ENTRY AND INSPECTION. At any reasonable time, during normal business hours and with not less than 1 hour prior notice, Lessor may enter the leased premises personally or through a designated agent and conduct an inspection to determine if Lessee is complying with the terms of this Lease. If such inspection reveals deficiencies, Lessor may, but shall not be obligated to, make such repairs, or take any other action, as may be necessary to bring Lessee into compliance, and recover the costs thereof either from the deposit, or from Lessee, in which case the costs shall be considered additional rent due immediately from Lessee; failure by Lessee to pay these sums shall be grounds for termination of this Lease.

Lessor may show the premises during the 60 days prior to termination of this Lease, to prospective tenants, during business hours on reasonable notice to Lessee.

11. ADDITIONAL RENT. All taxes, costs, charges, and expenses which Lessee is required by this Lease to pay, together with all sales or other taxes due thereon and all interest and penalties thereon which may accrue in the event Lessee fails to pay such amounts, and all damages, costs and expenses (including attorney's fees) which Lessor may incur by reason of any failure by Lessee to comply with the terms of this Lease, shall be deemed to be additional rent, and in the event of nonpayment thereof by Lessee, the Lessor shall have the same rights and remedies with respect thereto as Lessor may have, at law, in equity, or under this Lease, for nonpayment of the rent itself.

12. ALTERATIONS AND IMPROVEMENTS. No alterations or improvements to the premises shall be made by Lessee, nor shall any signs be erected, unless Lessor has reviewed the plans and specifications and given its written consent before commencement of any such work. Subject to the prior approval of Lessor as to design and content, which may not be withheld unreasonably, Lessee may erect adequate signage on the premises without payment of additional rent, "adequate" being defined by reference to other facilities of similar size and usage in the general area. Lessor may require Lessee to remove any unauthorized signs, alterations, or improvements, and to return the premises to their original condition, and if Lessee fails or refuses to do so then Lessor may have the necessary work done and assess the cost against Lessee, to be paid immediately upon demand. All work must conform to applicable codes and be performed by licensed and bonded contractors, and statutory performance and payment bonds shall be secured. At the end of the term or upon any earlier termination of this Lease, all alterations and improvements which are affixed or attached to the premises in such a manner that they cannot be removed without damage to the premises, shall become the property of Lessor and shall not be removed by Lessee, other than trade fixtures which may be removed provided that Lessee repairs all damage to the premises caused by such removal and restores the area damaged to a condition comparable to the remainder of the premises.

13. LIENS. The Lessee shall not have the power or authority to subject the Lessor's interest in the premises to mechanics', laborers' or materialmen's liens of any kind against Lessor's interest during this Lease. If such a lien is filed, Lessee shall cause the premises to be released therefrom within five (5) days of written demand by Lessor, either by payment in full, or by posting of bond which by law releases Lessor's interest from the legal effect of such lien. Prior to commencing work, Lessee shall obtain from any contractor, subcontractor, laborer or materialmen performing work or providing materials for the premises, a waiver of lien whereby such person specifies that he or she will not impose any lien or claim against the real property by reason of the work done or materials provided. Any such work shall be done only under written contract and Lessor shall have the opportunity to approve such contract before work commences.

14. **REPRESENTATIONS OF LESSOR.** In order to induce Lessee to enter into this Lease, the Lessor has made the following representations and no others:

- A. Lessor has good title to the premises, and the right to enter into this Lease without the joinder or consent of any other person or entity;
- B. So long as Lessee performs all the covenants and agreements of this Lease, Lessee shall have quiet and undisturbed possession of the premises.

15. **REPRESENTATIONS OF LESSEE.** In order to induce Lessor to enter into this Lease, the Lessee has made the following representations, and no others:

- A. Lessee has inspected the premises and found them to be fit for its intended purposes.
- B. Lessee has assured itself that the zoning of the premises will permit the intended use, will not violate any zoning or land use rules during occupancy, and will obtain and keep in force all licenses and permits required for the operation of Lessee's business at the premises. Although Lessor is also the governmental body with land use authority over the leased premises, nothing in this Lease shall be construed as binding on Lessor in that capacity and Lessor is not hereby contracting away its lawful authority to regulate land use or any other aspect of the Lessee's operations under Lessor's applicable codes and ordinances as now in effect or as hereafter amended.
- C. Lessee is acting solely on its own behalf, and not on behalf of any third party or undisclosed principal whomsoever.
- D. Lessee will perform and abide by each and every term, covenant and agreement of this Lease.
- E. **EXCEPT FOR ANY WARRANTIES SET FORTH SPECIFICALLY IN THIS LEASE, ALL WARRANTIES OF ANY NATURE CONCERNING THE PREMISES, EITHER ORAL OR WRITTEN, EXPRESSED OR IMPLIED, AND WHETHER OF HABITABILITY, FITNESS FOR A PARTICULAR PURPOSE**

OR OTHERWISE, ARE WAIVED BY LESSEE, AND DISCLAIMED BY LESSOR,
AND LESSEE AGREES TO ACCEPT THE PREMISES IN "AS-IS" CONDITION.

F. If Lessee is not a natural person, then Lessee warrants that it is duly formed and validly existing under state law and local ordinances, and that all things required by law or by Lessee's governing documents, necessary to the execution of this Lease have been accomplished, and the person signing this Lease is authorized to bind Lessee.

16. INDEMNITY. Lessee will indemnify Lessor, and hold Lessor harmless, from and against all claims, debts, demands, or obligations which may be made against Lessor, or Lessor's interest in the premises, excepting only those matters which are the direct (and not vicarious) and proximate result of the gross negligence or deliberate acts of Lessor, its agents, servants or employees, arising out of or in any way connected with Lessee's use and occupation of the premises. If it becomes necessary for Lessor to defend any action against it, seeking to impose such liability, Lessee will pay not only any judgment entered against Lessor in such proceeding, but also all costs and attorney's fees incurred by Lessor in its defense of the proceeding.

17. DAMAGE BY LESSEE OR BY FIRE AND CASUALTY. In the event the premises are damaged by fire or other casualty, the cost to repair which exceeds 35% of the appraised value of the property, as shown on the most recent ad valorem tax rolls, Lessor shall have the option to repair the premises or to terminate this Lease. If the damage does not exceed the above threshold, Lessor shall repair the damage, and the rent due hereunder shall abate until repairs are completed, by the proportion by which the damage prevents Lessee's use of the premises. If Lessor repairs the premises, the insurance proceeds on Lessor's policy shall be used to pay the cost of the repairs; otherwise, those proceeds shall be paid to Lessor.

If the premises are damaged by the intentional or negligent acts or omissions of Lessee or any of its agents, servants, employees or guests, then Lessor may repair such damage and restore the premises to their original condition without notice to or consent by Lessee, and recover the entire cost of the repair from Lessee immediately, together with any lost rent and other consequential damages

suffered by Lessor as a result of the intentional or negligent acts of the Lessee, its agents, servants, employees or guests.

18. BANKRUPTCY. This Lease shall be terminated immediately, without notice to Lessee, in the event Lessee or any surety of Lessee on this Lease become bankrupt, or files any proceedings as debtor, or takes or has taken against it any action or proceeding in bankruptcy or insolvency, or for reorganization or appointment of a trustee of all or a portion of Lessee's or the surety's property; or if Lessee or any surety makes an assignment for the benefit of creditors.

19. NO WAIVER. No failure by Lessor to exercise any remedy available to it in the event of a breach of this Lease by Lessee shall be deemed a waiver of any subsequent breach, whether of the same or a different provision of this Lease, nor shall it be considered a justification of any subsequent breach by Lessee. Acceptance of rent by Lessor at any time when Lessee is in default shall not be construed as a waiver of such default, or of Lessor's right to terminate this Lease on account of such default, nor shall any waiver or indulgence granted by Lessor to Lessee be taken as an estoppel against Lessor, it being expressly understood that if Lessee is in default and Lessor accepts rent during the continuance of such default or fails promptly to avail itself of its remedies for such default, this shall not constitute a waiver of such default, but Lessor may at any time, if such default continues, terminate this Lease on account thereof.

20. DEFAULT. In the event of a default by Lessee, other than a failure to pay rent or additional rent, which default continues longer than thirty (30) days after the giving of written notice to Lessee by Lessor demanding that the default be cured, Lessor may terminate this Lease and resume possession of the premises immediately, and recover from Lessee liquidated damages as specified below, or at its option Lessor may take such action and expend such sums as may be necessary to cure the default, and recover the cost to cure from the deposit or charge it to Lessee as additional rent. However, if the default is of a nature that it is not reasonable to expect Lessee to cure the default within thirty days, and if after receipt of written notification from Lessor of the default, Lessee promptly commences proceedings to cure the alleged default, and diligently continues those efforts

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without undue delay, then Lessor shall not be entitled to enter the Premises and expel Lessee therefrom, nor exercise any other remedy which Lessor may otherwise have on account of such default.

Should Lessee fail to pay any rent or additional rent hereunder within 15 days of the date when it first falls due, and if such past due rent is not paid along with any penalties and late charges, within 3 days after written notice given by Lessor to Lessee, then Lessor may retake possession of the premises immediately, and recover from Lessee the present value of the rent to have been paid by Lessee over the remainder of the term, computed using a discount rate of 6%, or at its option Lessor may elect to sue for each installment of rent as it falls due. In the event Lessor elects to recover the present value of future rents, the rent for the remainder of the term shall be considered accelerated and due immediately upon notice being given to Lessee, with a credit to Lessee for any rent received by Lessor from a reletting of the premises to a new tenant. Once Lessor has retaken possession (or if Lessee refuses to surrender possession, once Lessor has given Lessee written notice of termination) this Lease shall be terminated and Lessee shall have no right to reinstate this Lease, whether by payment of the arrearages or otherwise.

Upon termination of this Lease, Lessee shall surrender the premises peaceably to Lessor immediately, and if Lessee fails to do so it shall be deemed guilty of unlawful detainer of the premises and be subject to remedies provided for that violation. This Lease shall be considered terminated immediately upon the giving to Lessee by Lessor of written notice of termination. Liquidated damages of \$75.00 per day shall be paid by Lessee for each day or portion thereof that Lessee fails to surrender possession of the premises to Lessor in accordance with this Lease, after termination or expiration hereof.

In any event, in addition to recovery of possession and liquidated damages, Lessor shall also recover all additional rent, special damages, costs and attorney's fees incurred by it as a result of the default by Lessee. Lessee agrees that it would be impossible to compute the general damages suffered by Lessor should Lessee default, that it is therefore proper to provide for liquidated damages, and that the amount of liquidated damages set forth herein is reasonable and does not constitute a penalty or forfeiture.

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21. REMEDIES CUMULATIVE. Lessor's remedies under this Lease are cumulative, and no one remedy shall be exclusive, in law or equity, of any other rights which Lessor may have, and the exercise of one right or remedy shall not impair Lessor's standing to exercise any other right or remedy.

22. ARREARAGES. Any amount of money to be paid to Lessor by Lessee under this Lease, which is not paid by the end of the month in which it first falls due, shall bear interest at the highest rate allowed by law until paid in full. Lessor, at its sole option, may elect to apply any payment by Lessee either to amounts most recently due, to amounts farthest in arrears, or to interest due on the arrearages.

23. ASSIGNMENT & SUBLEASING. This Lease may not be assigned by Lessee, nor may Lessee sublet the premises either in whole or in part, without prior written permission from Lessor, which may not be withheld unreasonably so long as no default exists hereunder, provided that no change in use is made and the assignment will not violate any other agreements by Lessor. Lessor shall not be required to consent to any sublease or assignment whatsoever as long as any default by Lessee remains in existence.

If this Lease is assigned to any person or entity pursuant to the provision of Title 11, U.S.C. (the Bankruptcy Code), any and all consideration payable or otherwise to be delivered in connection with any such assignment shall be paid and delivered to Lessor, to be and remain the exclusive property of Lessor and shall not constitute property of the Lessee or of the estate of Lessee within the meaning of the Bankruptcy Code. Any such consideration not paid or delivered to Lessor as provided above shall be held in trust by the recipient for the benefit of Lessor and shall be promptly paid and delivered to Lessor. Any assignee under the Bankruptcy Code shall be deemed, by having received such assignment and without further act or deed, to have assumed all of the obligations of Lessee arising under this Lease, from and after the date of such assignment. Upon demand by Lessor, any such assignee shall execute and deliver to Lessor an instrument confirming such assumption.

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If Lessee or any assignee or sublessee is not a natural person, the following shall be deemed to be assignments requiring the written consent of Lessor as a condition to continued occupancy of the premises hereunder:

- a. Sale of more than 49% of the shares of a corporate Lessee which are issued and outstanding on the commencement date of this Lease;
- b. Issuance by a corporate lessee of additional shares which results in the shares issued and outstanding on the commencement date of this Lease being reduced, after the new issue, to less than 51% of the then outstanding and issued shares;
- c. Any other action by a corporate lessee, or its shareholders, the result of which is to reduce the percentage of shares owned by those shareholders existing as of the date of this Lease to less than 51%;
- d. Any change in the partners of a lessee which is a general partnership;
- e. Any change in general partners of a limited partnership lessee or any reduction in the percentage of ownership in the partnership by any general partner;
- f. Any other change in the equity ownership of any entity which is not a natural person and is not listed above, if the change results in the percentage interest of the persons(s) holding the equity of the entity as of the date of this Lease being reduced to less than 50%.

24. MEMORANDUM. Lessor may, at its option, record a memorandum of this Lease in the Public Records of Lake County, Florida, so as to alert third parties of the nature and duration of Lessee's interests in the premises.

25. ESTOPPEL CERTIFICATE. At any time, upon request by Lessor, the Lessee agrees to execute a certificate stating:

- A. That no default exists at the time on the part of Lessor, or setting forth the nature of the default if one does exist;
- B. The termination date of this Lease;
- C. That Lessee's interest is inferior and subordinate to the lien of any mortgage now encumbering Lessor's interest in the premises, or hereafter executed by Lessor.

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26. RELATIONSHIP OF PARTIES. Nothing in this Lease shall be deemed to create a relationship of partnership, principal and agent, or any other relationship between the parties other than landlord and tenant. Lessee agrees that it shall not challenge the fee title of Lessor in the premises or claim any interest superior thereto.

27. COSTS AND FEES. In the event it is necessary for Lessor to employ counsel to enforce the obligations of Lessee hereunder, the Lessee shall reimburse Lessor for reasonable attorney's fees so incurred, whether or not suit is filed; and if a legal action is commenced by either party, then at the conclusion of such action the prevailing party shall be entitled to recover its reasonable costs and attorney's fees, in addition to any other relief granted.

28. GOVERNING LAW. This Lease shall be applied and construed in accordance with the Laws of Florida. Venue for any action hereunder shall be in Lake County, Florida. The courts of the State of Florida shall have jurisdiction to hear and decide any and all disputes which arise under this Lease.

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

- A. To Lessor at the address specified for payment of rent.
- B. To Lessee by mailing or delivery to Lessee at the leased premises, with a copy to Tenants address (TBD)

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30. CONSTRUCTION. Any word in this Lease shall be read as either singular or plural, and as either masculine, feminine or neuter gender as the context may require. Captions are included for convenience only, and shall not be construed to limit, expand, or otherwise modify the text of this Lease in any manner.

31. NATURE OF AGREEMENT. This Lease sets forth the entire agreement of the parties; it takes precedence over all prior representations, negotiations and agreements, whether oral or written, which are deemed to have merged into this Lease and to have been extinguished to the extent not set forth specifically herein. The execution of this Lease has not been induced by either party by any representations, promises or understandings not expressed herein, and there are no collateral agreements, promises or undertakings whatsoever in any way touching on the subject matter of this Lease which are not expressly contained herein. This Lease may not be amended orally, by waiver or course of conduct, or in any manner whatsoever, other than by written instrument signed by all parties hereto, including Guarantors.

32. BINDING EFFECT. This Lease shall be binding on, and inure to the benefit of, not only Lessor and Lessee, but also their respective successors and assigns.

33. CONDEMNATION. In the event all or any portion of the building is taken by eminent domain, or is conveyed under threat of such proceedings, all compensation resulting therefrom shall be the property of Lessor and Lessee hereby assigns to Lessor any interest Lessee may otherwise have in such award. Lessee shall execute any documentation required to achieve this result. In the event of a total taking, this Lease shall terminate. In the event of a partial taking, Lessor may elect either to terminate this Lease or to repair and restore the remaining portion of the premises at its own expense, and keep this Lease in force.

34. SEVERABILITY. If any provision hereof is declared invalid or unenforceable, it shall be severed herefrom and the remainder of the Lease shall continue in full force as if executed originally without the invalid portion.

35. ADA COMPLIANCE. Except as provided below, if during the term any alterations or improvements to the premises are required in order to comply with the Americans With Disabilities

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Act, such improvements shall be the responsibility of the Lessee. The Lessee shall observe and comply with all requirements of the ADA in the operation of its business at the premises and shall hold the Lessor harmless from any loss or damage (including court or administrative costs and attorney's fees) arising out of any violation of ADA by Lessee in the operation of its business or any failure by Lessee to make any improvements required by ADA which are the responsibility of Lessee.

IN WITNESS WHEREOF, the parties have executed this Lease on the day and year shown below.

THE CITY OF LEESBURG, FLORIDA

BY: _____
Al Minner, City Manager

Attest: _____
City Clerk

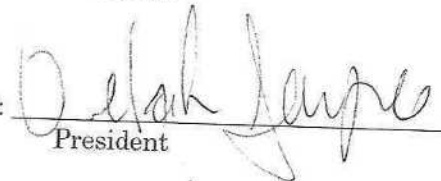
DATE: _____, 2021

Approved as to form and content:

City Attorney

WITNESSES: (two required)

LESSEE:

BY:  _____
President

DATE: 2/3, 2021

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.7.

Meeting Date: February 8, 2021

From: Al Minner, (City Manager)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute a Quitclaim Deed for 931 East Main Street and 933 East Main Street, lying in Section 26, Township 19 South, Range 24 East, Lake County, Florida to Habitat for Humanity of Lake-Sumter Florida, Inc.; and providing an effective date.

Staff Recommendation:

Staff recommends that the City of Leesburg donate surplus property to Habitat for Humanity.

Analysis:

The purpose of this transaction is to provide surplus property to Habitat for Humanity whereby Leesburg High School Construction Academy students receive hands-on construction experience by building single family residences.

Procurement Analysis:

N/A

Options:

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

Fiscal Impact:

N/A

Submission Date and Time:

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A QUITCLAIM DEED FOR 931 EAST MAIN STREET AND 933 EAST MAIN STREET, LYING IN SECTION 26, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA TO HABITAT FOR HUMANITY OF LAKE-SUMTER FLORIDA, INC.; AND PROVIDING AN EFFECTIVE DATE.

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

THAT the Mayor and City Clerk are hereby authorized to execute an agreement with Habitat for Humanity of Lake-Sumter, Florida, Inc., for the donation of two City owned parcels located at 931 East Main Street and 933 East Main Street, Leesburg, Florida.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held the 8th day of February 2021.

Mayor

ATTEST:

City Clerk

THIS INSTRUMENT PREPARED BY & RETURN TO:
Fred A. Morrison
P.O. Box 491357
Leesburg, Florida 34749 – 1357

Quitclaim Deed

RESERVED FOR RECORDING

THIS QUIT CLAIM DEED, executed this ____ day of February, 2021, by THE CITY OF LEESBURG, FLORIDA, whose address is P.O. Box 490630, Leesburg, Florida 34749-0630, first party, to HABITAT FOR HUMANITY OF LAKE-SUMTER, FLORIDA, INC., whose address is 906 Avenida Central, The Villages, Florida 32159, second party:

(Wherever used herein, the terms "first party" and "second party" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so requires.)

WITNESSETH, That the said first party, for and in consideration of the sum of TEN AND NO/100----(\$10.00)----Dollars, in hand paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the said second party forever, all the right, title, interest, claim and demand which the said first party has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Lake, State of Florida, to-wit:

The East 55.25 feet of the West 102.25 feet of the North 209.5 feet of Lot 2, Block 63, OFFICIAL PLAT OF THE CITY OF LEESBURG, according to the plat thereof recorded in Plat Book 2, Page 19, Public Records of Lake County, Florida.

AND

Begin 269.75 feet West of the Northeast corner of Lot 2, Block 63, OFFICIAL PLAT OF THE CITY OF LEESBURG, according to the plat thereof as recorded in Plat Book 2, Page 19, Public Records of Lake County, Florida, located in Section 25, Township 19 South, Range 24 East, Lake County, Florida; thence run West 60 feet; thence run South 195.55 feet; thence run East 60 feet, thence run North 195.55 feet to a point of beginning.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien equity and claim whatsoever of the said first party, either in law or in equity, to the only proper use, benefit and behoof of the said second party forever.

IN WITNESS WHEREOF, the said first party has signed and sealed these presents the day and year first above written.

THE CITY OF LEESBURG, FLORIDA

BY: _____
JOHN CHRISTIAN, Mayor

ATTEST: _____
ANDI PURVIS, City Clerk

STATE OF FLORIDA
COUNTY OF LAKE

BEFORE ME, the undersigned Notary Public, appeared, either by means of ☐ physical presence, or ☐ online notarization, John Christian as Mayor, and Andi Purvis as City Clerk, respectively, of the City of Leesburg, Florida, who acknowledged before me on the _____ day of February, 2021, that they executed the foregoing instrument, and who were either {CHECK ONE} ☐ personally known to me, or who ☐ produced _____ as identification.

NOTARY PUBLIC SIGNATURE

Commission Number

Type or print name of Notary Public

Commission Expiration Date

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.A.1.

Meeting Date: February 8, 2021

From: Dan Miller, (Planning and Zoning Manager)

Subject: An Ordinance of the City of Leesburg, Florida, rezoning approximately 14.09 acres from PUD (Planned Unit Development) to PUD (Planned Unit Development) for a property generally located east of U.S. Highway 27, north of County Road 48 and south of Commander Road as legally described in Section 14, Township 20 South, Range 24 East, Lake County, Florida; and providing an effective date. (Fox Pointe)

Staff Recommendation:

Staff recommends approval of the request to amend the conditions on the existing PUD (Planned Unit Development) for Fox Pointe subdivision.

Analysis:

The property is generally located east of U.S. Highway 27, lying north of County Road 48 and south of Commander Road as shown on the attached maps. It is currently under a PUD (Planned Unit Development) zoning, which allows for 56 single family and townhouse units. The new proposal requests removing the townhouse units, and reducing the overall number of units to 46 single family residences. The site has Low Density and Conservation Future Land uses: those categories will not change. The surrounding future land uses are commercial to the north, south and west, with residential to the east across the Palatka River. The changes requested are minor and slightly reduce the density allowed in the current PUD. Since the first reading, Staff has added an amendment to limit the size of the docks allowed on the river to 12.5 feet from the shoreline or as regulated by the Florida Department of Environmental Protection.

Procurement Analysis:

N/A

Options:

1. Approve the proposed rezoning from PUD (Planned Unit Development) to PUD (Planned Unit Development), or
2. Other such action as the Commission may deem appropriate.

Fiscal Impact:

A positive fiscal impact will result should the property be developed in the future. This will take the form of ad valorem taxes plus impact and utility fees.

Submission Date and Time:

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, REZONING APPROXIMATELY 14.09 ACRES FROM PUD (PLANNED UNIT DEVELOPMENT) TO PUD (PLANNED UNIT DEVELOPMENT) FOR A PROPERTY GENERALLY LOCATED EAST OF U.S. HIGHWAY 27, NORTH OF COUNTY ROAD 48 AND SOUTH OF COMMANDER ROAD AS LEGALLY DESCRIBED IN SECTION 14, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (FOX POINTE)

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

Section 1.

Based upon the petition of Bobby Wonus, Madden, Morehead and Stokes, LLC, the petitioner of the property hereinafter described, which petition has heretofore been approved by the City Commission of the City of Leesburg Florida, pursuant to the provisions of the Laws of Florida, the said property located in Lake County, Florida, is hereby rezoned from City PUD (Planned Unit Development to PUD (Planned Unit Development), to-wit:

(Legal Description)
(See Exhibit B)

Section 2.

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

PASSED AND ADOPTED at the regular meeting of the City Commission of the City of Leesburg, Florida, held on the 8th day of February 2021.

THE CITY OF LEESBURG

Mayor

ATTEST:

City Clerk

**FOX POINTE OF LEESBURG, LLC
FOX POINTE AT RIVERS EDGE
PLANNED UNIT DEVELOPMENT CONDITIONS
NOVEMBER 19, 2020**

This Planned Unit Development Conditions for a PUD (Planned Unit Development) District is granted by the City of Leesburg Planning and Zoning Commission, Lake County, Florida to **FOX POINTE OF LEESBURG, LLC**, "Permittee" for the purposes and terms and conditions as set forth herein pursuant to authority contained in Chapter 25 "Zoning", Section 25-278 "*Planned Development Process*", as amended.

BACKGROUND: The "Permittee" is desirous of obtaining a Planned Unit Development (PUD) zoning district to allow construction of a proposed residential subdivision development consisting of a maximum of 56 detached single-family units on approximately 14.32 acres generally located east of U.S. 441 and south of Commander Road and west of the Palatka River, on a site within the City of Leesburg in accordance with their PUD application and supplemental information.

1. **PERMISSION** is hereby granted to **FOX POINTE OF LEESBURG, LLC**, to construct, operate, and maintain a Planned Unit Development in and on real property in the City of Leesburg. The property is generally located east of U.S. 27 and south of Commander Road. The property is more particularly described as follows:

LEGAL DESCRIPTION:

See attached legal Exhibit B.

2. **LAND USE**

The above-described property, containing approximately 14.32 acres, shall be used for single-family detached residential uses, pursuant to City of Leesburg development codes and standards.

- A. Residential Development

1. The project shall contain a maximum of 42 detached single-family units at a gross density not to exceed 4 units per acre.
 2. The minimum lot size shall be 5,650 square feet for detached single-family lots.
 3. Minimum lot widths shall be 50 feet. Minimum lot depth shall be 113 feet.
 4. The following minimum yard setbacks shall be maintained:

Front porch setback – 18 feet

Front setback – 25 feet;

Rear setback – 18 feet; and

Side setbacks - minimums 5 feet each side

Corner side setback – 20 feet.

5. 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.
6. For individual lots fronting the Palatlahaha River, a maximum of one private dock per residential lot will be permitted, with one additional dock for use of the general development residents only. This dock, if constructed, shall be within a homeowner's association tract, under common ownership of the homeowner's association. No over night parking of boats shall be permitted at the common dock for general residents. All docks shall be considered accessory structures, and therefore maintain a minimum setback of five (5) feet from the side property line in a manner as if the side property line projected into the water. All docks shall be allowed to extend no further than 12.5 feet into the river from the shoreline, or as allowed under the residential dock requirements of the Florida Department of Environmental Protection (FDEP). In case of a conflict between any current or future regulation between the City of Leesburg and the FDEP, the more strict interpretation shall prevail.
7. The approval in this ordinance for docks constitutes approval of docks as a land use only. The actual design and construction of docks is dependent on the developer obtaining permits from other agencies prior to commencement of construction. Approval of this ordinance constitutes approval only for the use of the land. The City does not have jurisdiction to grant final approval for construction of docks and the developer will be required to obtain all necessary permits from agencies having jurisdiction. This ordinance does not constitute an official position by the City of Leesburg for or against issuance of such permits.
8. Accessory structures shall have a minimum rear and side setback of 5 feet and single accessory structures that are not attached to the principal structure shall not occupy more than 30 % of the required rear yard.
9. Impervious surface coverage for single-family detached shall not exceed 65 percent.
10. Maximum building height shall not exceed 35 feet or two stories.
11. An attached swimming pool screened enclosure 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. This Planned Unit Development shall provide accessibility from all areas of the community, via internal right of way, to any proposed recreational facilities.
3. A central recreational area (11,200 sq.ft.) shall be provided and developed by the developer as a neighborhood park with improvements approved by the City

- C. A sales office and/or model center shall be a permitted use as long as it is specifically related to the PUD residential development of the site.
- D. Open Space and Buffer Areas
1. All wetlands on the project site shall be identified and the location and extent of each wetland shall be determined by the Army Corps of Engineers, Department of Environmental Protection, St. Johns River Water Management District or the appropriate entity with legal jurisdiction. 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
 2. A conservation easement shall be established in accordance with the requirements of the Department of Environmental Protection and the St. Johns River Water Management District, including a buffer from the edge of the Palatlahaha River with a minimum width as determined by the appropriate agency, of 15 feet and an average width of 25 feet. The conservation easement shall be established when the plat for the initial phase of the community is recorded. The conservation easement shall be identified on the plat or in the associated Declaration of Covenants and Restrictions.
 - a. This conservation easement shall remain in its undisturbed natural state except for a pathway which may be cut to allow access to boat docks. This access shall be a maximum of width of five (5) feet.
 3. Buildings or structures shall be a minimum of 50 feet from any wetland jurisdiction boundary.
 4. Wetlands shall have a minimum upland buffer of 15 feet and an average width of 25 feet, or the upland buffer established by St. Johns River Water Management District, Army Corps of Engineers /or the agency of legal jurisdiction, 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 the agency with legal jurisdiction.
 5. 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.
 6. If wetland alteration is permitted by St. Johns River Water Management District, wetland mitigation shall be required in accordance with permit approvals from St. Johns River Water Management District, Army Corps of Engineers or the agency of legal jurisdiction, whichever is more restrictive.
 7. 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.

8. 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. With the exception of lots fronting on the Palatlahaha River, 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.
9. Conservation easements may be allowed on platted lots and platted common areas when adjacent to the Palatlahaha River.
10. Landscape buffers shall meet the minimum planting requirement of the City of Leesburg Land Development Code. Minimum landscape buffer widths and treatments shall be as follows:

North: Fifteen (15) foot wide landscape buffer with a six (6) foot pre-cast Masonry wall and required plantings along the north property line; adjacent to Commander Road.

East: Ten (10) foot wide landscape buffer with a six (6) foot solid PVC fencing and required plantings along the east property line; from Commander Road, east to Palatlahaha River right of way easement.

West: Ten (10) foot wide landscape buffer with a six (6) foot pre-cast Masonry wall and required plantings along the west property line; adjacent to commercial uses fronting U.S. Highway 27.

South: Ten (10) foot wide landscape buffer with a six (6) foot pre-cast masonry wall and required plantings along the south property line; from west landscape buffer, east to Palatlahaha River right-of-way easement.

E. Development Phasing

1. The proposed project may be constructed in phases in accordance with the Planned Unit Development Plan (attached as part of the application). Changes to the Development Plan, other than those conditions described in this agreement, shall be revised in accordance with the Planned Unit 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 site plan that demonstrates no direct discharge of stormwater runoff generated by the development into any wetlands or onto adjacent properties.

- B. A stormwater management system designed and implemented to meet all applicable St. Johns River Water Management District and City of Leesburg requirements.
- C. A responsible legal entity for the maintenance of the stormwater management system on the plat prior to the approval of the final plat of record. A homeowner's association is an acceptable maintenance entity.
- D. The 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 Environmental Resource 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, and/or natural gas in accordance with the City of Leesburg Land Development Codes.

4. TRANSPORTATION IMPROVEMENTS

- A. Any transportation improvements or right-of-way that may be required shall be based on projected needs and shall be contingent upon site plan approval by City staff during the development review and permitting process.
- B. Vehicular access to the project site shall be provided along Commander Road. Any other potential accesses will be reviewed by the Development Review Committee during site plan process.
 - 1. The City of Leesburg works with Lake County in regard to provision of roadways, right-of-way, access and other comments and improvements, as provided during the Development Review Committee process.
- C. The Permittee shall provide all necessary improvements / signalization 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 at least one side of the road in the residential areas. Internal road rights-of-ways shall be of sufficient width to contain the sidewalks. All sidewalks shall be a minimum of four (4) feet in width and constructed in accordance with City of Leesburg Codes.
- F. The Permittee shall be responsible for obtaining all necessary FDOT or Lake County permits and a copy of all permits shall be provided to the City of Leesburg prior to pre-construction meeting and commencement of site construction. The city will not approve

a final site plan until all reviews, documents and requirements are met to allow for a preconstruction meeting and commencement of site activity.

- G. The City of Leesburg will not be responsible for the maintenance or repair of any of the roads or transportation improvements. The Permittee shall establish an appropriate legal entity that will be responsible to pay the cost and perform the services to maintain the roads and transportation improvements.
- H. 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.
- I. During preliminary plan review the City will determination if any necessary access improvements are required. Said improvements will be the responsibility of the Permittee.

5. DESIGN REQUIREMENTS

- A. Residential Development
 - 1. Building Design
 - a. Single-family detached residential are permitted to have garages located with the following provisions.
 - 1) Front access garages must be set back a minimum of ten (10) feet from the primary structure except for side entrance garages.
 - 2) Rear garages must be setback a minimum of twenty (20) feet from an alley or rear access drive.
 - 3) Side garages may have an access from the street and are required at a minimum, to be setback in line with the primary structures side setback.
 - b. The distance between any principal building and accessory building shall be a minimum of ten (10) feet.
- B. Additional Design Features. All buildings shall utilize at least three of the following design features to provide visual relief along all elevations of the building:
 - 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. Faux shutters
 - 12. Decorative panels
 - 13. Decorative vents
 - 14. Decorative stucco bands
 - 15. Decorative brackets
 - 16. Decorative veneer stone base

- C. 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 stucco, provided there are unique design features in the elevations of the buildings and/or the buildings are all brick stucco. Unique design features shall be reviewed by the Planning and Zoning Manager for compliance.
 4. The overall design the subdivision shall meet the requirements herein. The Planning and Zoning Manager or designee shall have authority to review and approve other designs that meet the overall intent of these standards, but do not negatively impact the overall intent of a well-designed, architecturally pleasing development. Decisions of the Planning & Zoning Division in regard to this requirement may be appealed to the Planning and Zoning Commission under established procedures of Section 25-181, *Zoning Code, Variances and appeals*.

6. MISCELLANEOUS CONDITIONS

- A. The uses of the proposed project shall only be those uses identified in the approved Planned Unit Development Agreement. Any other proposed use must be specifically authorized by the Planning and Zoning Commission in accordance with the Planned Unit 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 this PUD Agreement shall include in the transfer or lease agreement, a provision that the purchaser or lessee is made good and aware of the conditions pertaining to the Planned Unit Development established by this Agreement 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. This PUD Agreement shall inure to the benefit of, and shall constitute a covenant running with the land and the terms, conditions, and provisions hereof, and shall be binding upon the present owner and any successor, and shall be subject to each and every condition herein set out.

Exhibit B

Legal Description

LEGAL DESCRIPTION

OVERALL LEGAL DESCRIPTION AS FIELD MEASURED AND CALCULATED

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 20 SOUTH, RANGE 24 EAST IN LAKE COUNTY, FLORIDA, AND RUN SOUTH 88°47'27" EAST 474.34 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 27, THENCE SOUTH 10°20'02" EAST ALONG SAID EASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 27 A DISTANCE OF 25.51 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF COMMANDER ROAD; THENCE SOUTH 88°47'27" EAST ALONG SAID RIGHT OF WAY LINE OF COMMANDER ROAD, A DISTANCE OF 308.19 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; FROM SAID POINT OF BEGINNING, CONTINUE SOUTH 88°47'27" EAST ALONG SAID RIGHT OF WAY LINE OF COMMANDER ROAD 537.78 FEET TO A POINT; THENCE LEAVING SAID SOUTH RIGHT OF WAY LINE, RUN SOUTH 1°12'32" WEST 100 FEET TO A POINT; THENCE SOUTH 88°47'27" EAST 308.85 FEET TO THE CENTERLINE OF THE RIGHT OF WAY OF THE PALATLAKAHA RIVER; SAID RIGHT OF WAY BEING 200 FEET IN WIDTH; THENCE SOUTHWESTERLY ALONG AND WITH SAID CENTERLINE OF THE PALATLAKAHA RIVER RIGHT OF WAY; SAID RIGHT OF WAY BEING 200 FEET IN WIDTH AND LYING 100 FEET EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE; THENCE SOUTH 46°34'50" WEST 183.37 FEET; THENCE SOUTH 0°17'30" WEST 59.19 FEET; THENCE SOUTH 54°22'00" EAST 139.00 FEET; THENCE SOUTH 3°50'00" WEST 167.00 FEET; THENCE SOUTH 66°18'30" WEST 267.00 FEET; THENCE SOUTH 2°37'00" WEST 261.00 FEET; THENCE SOUTH 23°22'00" WEST 270.46 FEET; THENCE LEAVING THE CENTERLINE OF THE PALATLAKAHA RIVER RUN SOUTH 79°39'20" WEST 230.19 FEET TO A POINT; THENCE NORTH 10°20'40" WEST 1228.23 FEET TO THE POINT OF BEGINNING.

CONTAINING 14.32 ACRES, MORE OR LESS AS CALCULATED PER SURVEY BOUNDARY.

FOX POINTE AT RIVERS EDGE, PUD

JOB NO: 20-028

DATE: 10-01-2020

Exhibit C

Conceptual Site Plan

SAN ANDRES

1,801 Square Feet
3 Bedrooms • 2 Baths • 2 Car Garage



Elevation A



Elevation B



LUCENA

1,500 Square Feet
3 Bedrooms • 2 Baths • 2 Car Garage



Elevation A



Elevation B



MARION
2,237 Square Feet
4 Bedrooms • 3 Baths • 2 Car Garage



Elevation B
Artist's Rendering



Elevation C
Artist's Rendering



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SHERRINGTON
2,118 Square Feet
4 Bedrooms • 3 Baths • 2 Car Garage



Elevation A
Artist's Rendering



Elevation B
Artist's Rendering



Elevation D

SAINT LUCIA
1,969 Square Feet
3 Bedrooms • 2 Baths • 2 Car Garage



Elevation A2
Artist's Rendering



Elevation B2
Artist's Rendering



Elevation C2

SANYA

2,834 Square Feet
4 Bedrooms • 2½ Baths • 3 Car Garage



Elevation A
Artist's Rendering.



Elevation B
Artist's Rendering.



Elevation C
Artist's Rendering.

ALVAREZ

2,762 Square Feet
4 Bedrooms • 2½ Baths • 2 Car Garage



Elevation A
Artist's Rendering.



Elevation B
Artist's Rendering.



Elevation C
Artist's Rendering.



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

DATE: November 19, 2020
OWNER: Fox Pointe at Leesburg, LLC
PETITIONER: Fox Pointe of Leesburg, LLC
PROJECT: Single Family Residential PUD Amendment
REQUEST: Amendment to existing PUD (Planned Unit Development)
CASE NO.: PUD-20-230

THE PLANNING & ZONING DIVISION RECOMMENDS:

APPROVAL of the request

for the following reason(s):

1. The proposed Zoning designation of PUD (Planned Development Overlay) is compatible with surrounding adjacent properties having a Zoning designation City of Leesburg C-3 (Highway Commercial); City of Leesburg PUD (Planned Unit Development); Lake County R-6 (Urban Residential District); and Lake County RM (Mixed Home Residential).
2. The Future Land Use designation of Low Density is compatible with the surrounding adjacent properties having Future Land Use designations of City of Leesburg General Commercial; City of Leesburg Conservation; and Lake County Urban Low Density;
3. The proposed request is consistent with the City's Growth Management Plan, Future Land Use Element, Goal 1, Objective 1.6.

Action Requested:

1. Vote to approve the recommendation to rezone the subject property from City of Leesburg PUD (Planned Unit Development) to PUD (Planned Unit Development) with the attached conditions, to allow the future development of a single family residential community and forward to the City Commission for consideration.

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

DATE: November 19, 2020
OWNER: Fox Pointe of Leesburg LLC
PETITIONER: Fox Pointe of Leesburg LLC
PROJECT: PUD (Planned Unit Development)
REQUEST: Single Family Residential development
CASE NO.: PUD-20-230

GENERAL LOCATION: The property is generally located east of U.S. Highway 27, north of County Road 48 and south of Commander Road.

FUTURE LAND USE DESIGNATION:
Low Density Residential

SURROUNDING FUTURE LAND USE DESIGNATION:
North — City of Leesburg General Commercial; Lake County Urban Low Density
South — City of Leesburg General Commercial; City of Leesburg Conservation
West — City of Leesburg Conservation; Lake County Urban Low Density
East — City of Leesburg General Commercial

PROPOSED FUTURE LAND USE DESIGNATION:
n/a

EXISTING ZONING DESIGNATION:
PUD (Planned Unit Development)

SURROUNDING ZONING DESIGNATIONS:
North — City of Leesburg C-3 (Highway Commercial); City of Leesburg PUD (Planned Unit Development); Lake County R-3 (Medium Residential District)
South — City of Leesburg C-3 (Highway Commercial); Lake County RM (Mixed Home Residential)
West — City of Leesburg C-3 (Highway Commercial)
East — Lake County RM (Mixed Home Residential)

PROPOSED ZONING DESIGNATION:
PUD (Planned Unit Development)

EXISTING LAND USE: Vacant Residential

SURROUNDING LAND USE:
North — Commercial (vacant); Residential
South — Commercial (vacant); Residential
West — Palatlahaka River, HOA Common Area; Residential
East — Offices; Commercial Shopping Strip Center; Service Station; Discount Store; Commercial (vacant)

PROPOSED LAND USE: Single Family Residential subdivision

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

DATE: November 13, 2020
OWNER: Fox Pointe of Leesburg LLC
PROJECT: Planned unit development single family residential subdivision
REQUEST: PUD (Planned Unit Development)
CASE NO.: PUD-20-230

THE FOLLOWING COMMENTS RECEIVED FROM EACH DEPARTMENT:

POLICE

No comments received as of 11/13/20

FIRE

No comments from Fire Department. Amanda Stevenson 11/6/20

ELECTRIC

This is outside Leesburg Electric's territory. Steve Davis 11/4/20

GAS

No comments received as of 11/13/20

GIS

No comments received as of 11/13/20

BUILDING

No comments received as of 11/13/20

PUBLIC WORKS

Public Works has no issue with this. The developer may try to get permission not to install reuse infrastructure due to the small number of units, but there are no waivers for this requirement. Clifford Kelsey 11/9/20

ADDRESSING

No comments received as of 11/13/20

ECONOMIC DEVELOPMENT

No comments received as of 11/13/20

LAKE COUNTY PUBLIC WORKS

Lake County Public Works has concerns that this proposed development is located off of a county-maintained clay road. This road cannot support the proposed development without the development constructing the road to meet both city and county paved road standards.

Attached are comments for this proposed PUD.

Thanks, Seth 11/6/20

LAKE COUNTY SCHOOLS

The Fox Pointe residential subdivision is subject to school concurrency prior to final development order. Let me know if you have any questions. Thank you, Helen LaValley 11/18/20

PUBLIC RESPONSES

Approval

no approvals

Disapproval

8 disapproval 6 with comments

Undecided

3 undecided 3 with comments

No comment

no comment

Notice of Appearance filed:

PUBLIC COMMENTS (APPROVAL WITH REQUESTS)

PUBLIC COMMENTS (DISAPPROVAL)

Roy A. Stevenson – We strongly oppose this development. This Area was designated a conservation sanctuary for birds and wildlife. By the St Johns Water Authority. It is home to otters, turtles, and many species of birds and water. Manatee's are also observed in the river. This development would have grave consequence's to wildlife and erosion of river bank with added boat traffic.

Barbara J Mullins – I don't believe this will be beneficial to the surrounding area or our community.

Richard Bitterburg – May increase boat traffic on the Palatlakaha River.

Joan Brandes – The water could not handle more houses. We already have one housing addition going in by us & The Villages are coming.

Thomas B. George Jr. – This area is already over-populated making traffic impossible, local businesses are over-crowded and noise is unbearable at times.

Claire Bradford – We do not want to look at the river in our backyards and see houses. What will happen with the river if people build on these lots then want to build decks, etc. just like all the other development companies.

UNDECIDED COMMENTS

Autumn S. Lewis – The land in question is one of the few undeveloped sections along the river. Live oaks and other native trees, birds and other wildlife are being lost to developers who ‘moonscape’ their properties for convenience in laying out utilities, sewers and roads, and reducing expenses. If that is the method of the current developer, the long term effects should bring shame on them and the City for lack of foresight. Depends on type of developer for an approval or disapproval.

John H. Geren – I live directly across from the property facing the Palathkaha River. I worry that the property would be completely stripped of its trees which are beautiful. If development is to take place I hope there is a requirement to leave a broad natural area boarding the river. Thank You.

William C. Mitchell – Concerned about the aesthetics along the River Edge – Will there be green area along the River & If so how wide?



Department of Public Works, Engineering Division
P.O. Box 7800 • 350 N. Sinclair Ave. • Tavares, FL 32778

November 6, 2020

Dan Miller,
Planning & Zoning Manager
City of Leesburg
Planning and Zoning Department
204 North 5th Street
Leesburg, Florida 34749
(Sent via email, Dan.Miller@leesburgflorida.gov)

RE: PROJECT: Fox Pointe at Rivers Edge Planned Unit Development
CASE NO.: PUD-20-230

Lake County recommended requirements for the Fox Pointe at Rivers Edge PUD impacts to roadways and drainage systems:

Commander Rd:

- Additional right-of-way for Commander Rd to meet a 33 ft from centerline will be needed similar to the dermatologist office to the west of this site.
- Commander Rd will need to be improved to meet both city and county paved road standards.
- All drainage from the improved Commander Road will need to be accommodate within the proposed development. Limits of the improved road should encompass the remaining portions of the clay road (to the end of maintenance).
- Pedestrian accommodation in the form of a sidewalk from US 27 to along the site's Commander Rd frontage.

Flood Study:

- Development will be responsible for a drainage and flood study to determine the flood zones within and partially crossing into the development area. The flood study will require review by both the city and county. The study will evaluate downstream impacts from stormwater outfall from this site.

P 352.253.6000 • F 352.253.9082
Board of County Commissioners • www.lakecountyfl.gov

Timothy I. Sullivan
District 1

Sean M. Parks, AICP, QEP
District 2

Wendy R. Breeden
District 3

Leslie Campione
District 4

Josh Blake
District 5

Sincerely,

Seth Lynch

Seth Lynch
Development Engineer
Lake County Department of Public Works
Engineering Division
slynch@lakecountvfl.gov

Cc: Fred Schneider, Public Works Director
Jeff Earhart, Engineering Manager
George Gadiel, Senior Traffic Engineer
Sharon Lewis, Traffic Project Engineer
Tim McClendon, Planning Manager
Kandi Harper, Senior Planner for City of Leesburg
Adrian Parker, Development Coordinator for City of Leesburg



Department of Public Works, Engineering Division
P.O. Box 7800 • 350 N. Sinclair Ave. • Tavares, FL 32778

RECEIVED 11/9/2020
City of Leesburg
Fox Pointe at Rivers Edge
PUD-20-230

November 6, 2020

Dan Miller,
Planning & Zoning Manager
City of Leesburg
Planning and Zoning Department
204 North 5th Street
Leesburg, Florida 34749
(Sent via email, Dan.Miller@leesburgflorida.gov)

RE: PROJECT: Fox Pointe at Rivers Edge Planned Unit Development
CASE NO.: PUD-20-230

Lake County recommended requirements for the Fox Pointe at Rivers Edge PUD impacts to roadways and drainage systems:

Commander Rd:

- Additional right-of-way for Commander Rd to meet a 33 ft from centerline will be needed similar to the dermatologist office to the west of this site.
- Commander Rd will need to be improved to meet both city and county paved road standards.
- All drainage from the improved Commander Road will need to be accommodate within the proposed development. Limits of the improved road should encompass the remaining portions of the clay road (to the end of maintenance).
- Pedestrian accommodation in the form of a sidewalk from US 27 to along the site's Commander Rd frontage.

Flood Study:

- Development will be responsible for a drainage and flood study to determine the flood zones within and partially crossing into the development area. The flood study will require review by both the city and county. The study will evaluate downstream impacts from stormwater outfall from this site.

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RECEIVED 11/9/2020
City of Leesburg
Fox Pointe at Rivers Edge
PUD-20-230

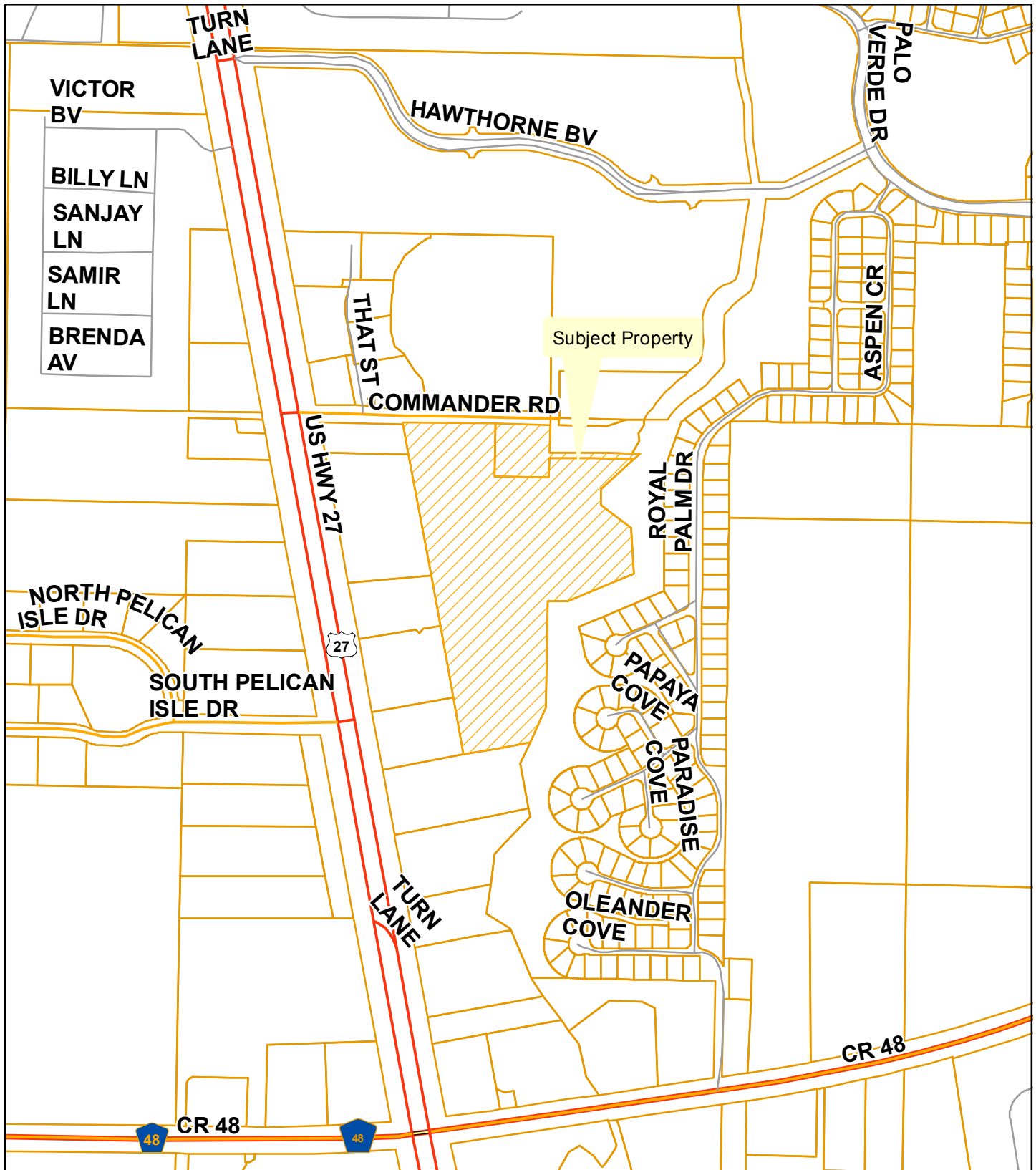
Sincerely,

Seth Lynch

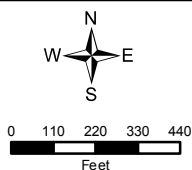
Seth Lynch
Development Engineer
Lake County Department of Public Works
Engineering Division
slynch@lakecountyfl.gov

Cc: Fred Schneider, Public Works Director
Jeff Earhart, Engineering Manager
George Gadiel, Senior Traffic Engineer
Sharon Lewis, Traffic Project Engineer
Tim McClendon, Planning Manager
Kandi Harper, Senior Planner for City of Leesburg
Adrian Parker, Development Coordinator for City of Leesburg

Locator

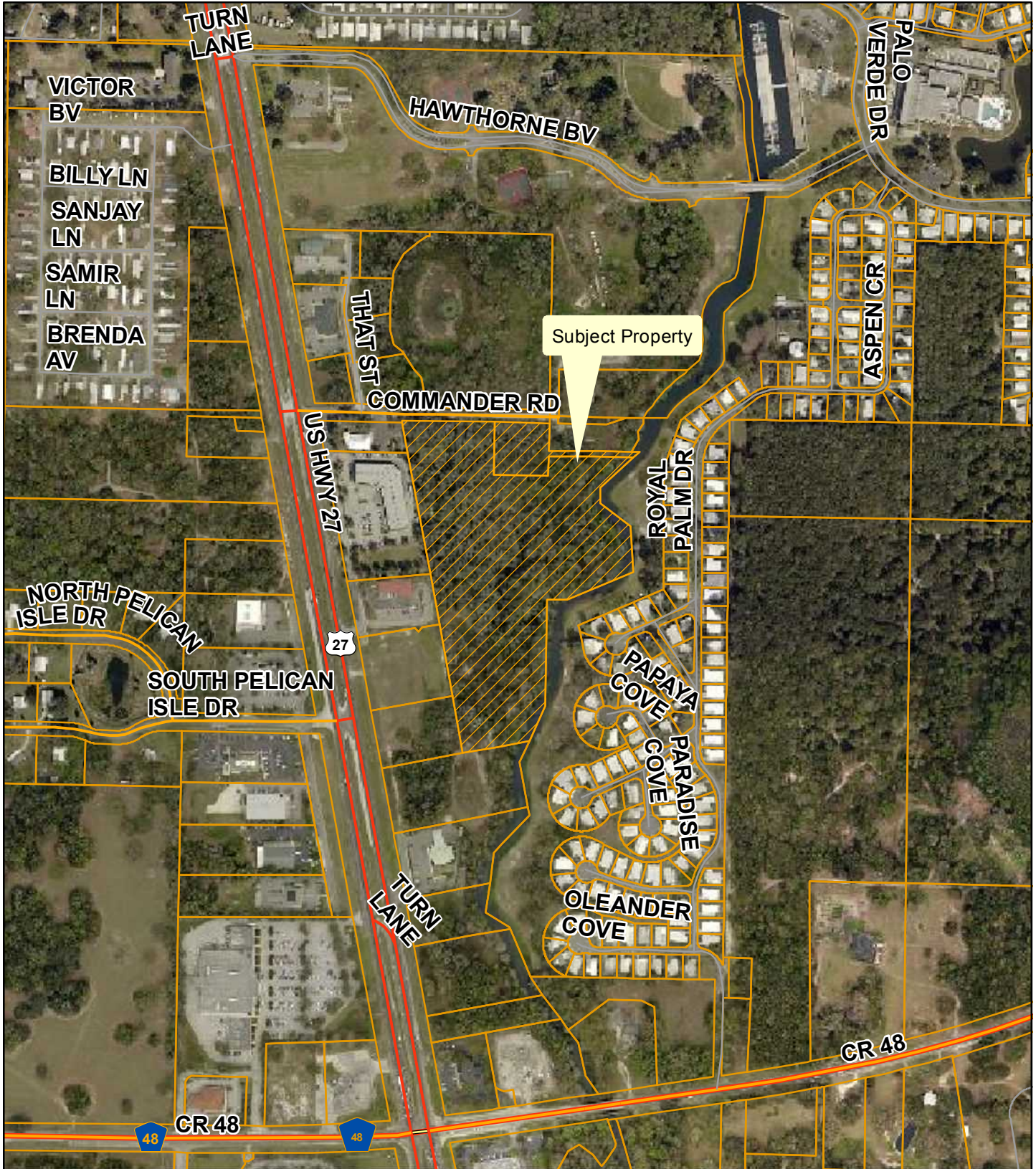


**Planning
& Zoning
Division**

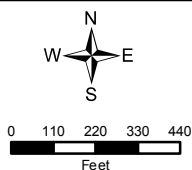


PUD-20-230
Fox Pointe at Rivers Edge, PUD
AK#: 3826510; 3338057
Section 14, Township 20 South, Range 24 East
October 14, 2020

Aerial

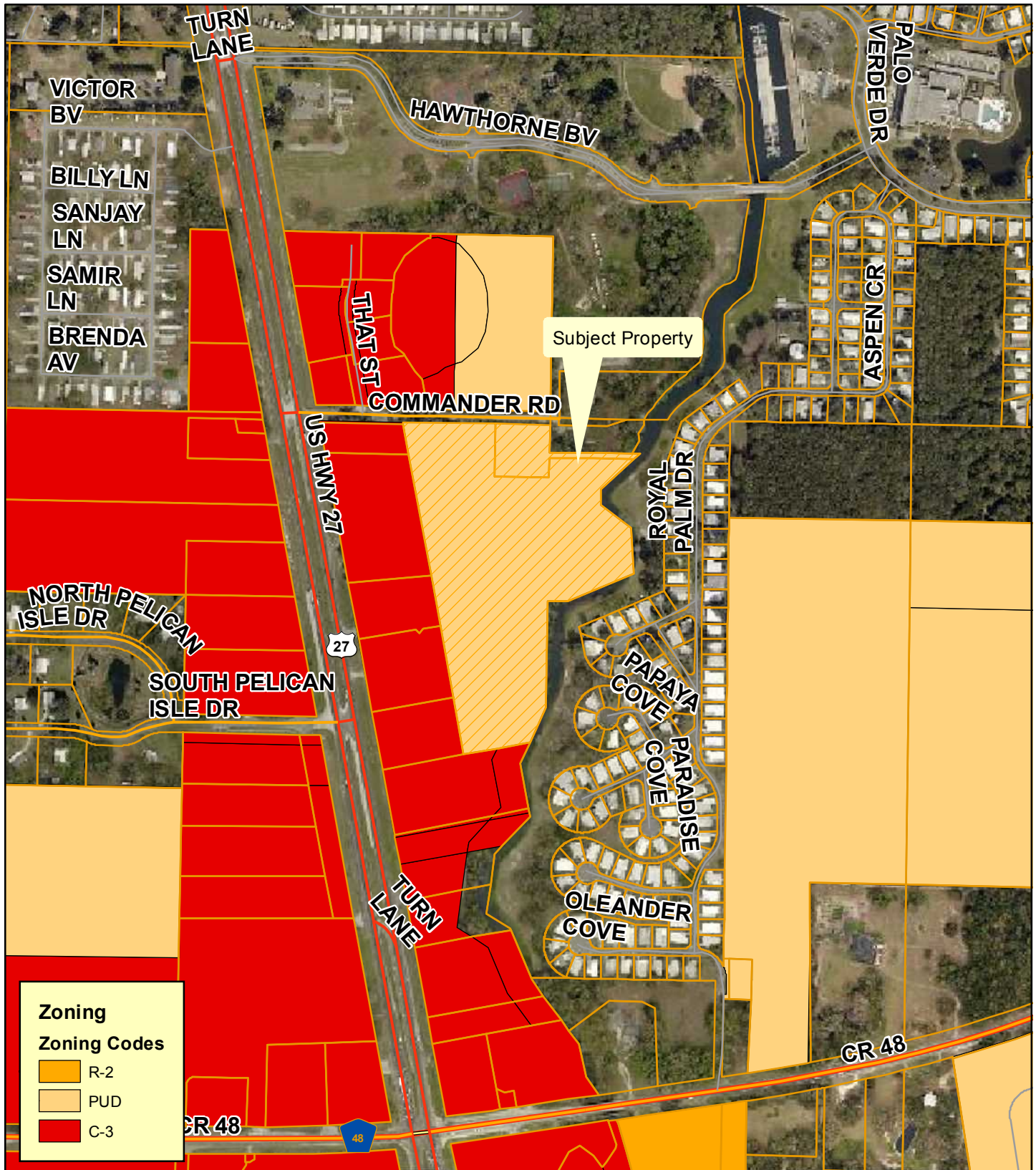


**Planning
& Zoning
Division**

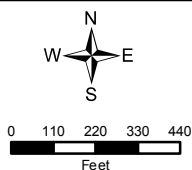


PUD-20-230
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October 14, 2020

Zoning



**Planning
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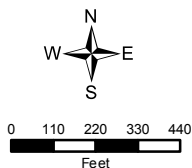


PUD-20-230
 Fox Pointe at Rivers Edge, PUD
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 Section 14, Township 20 South, Range 24 East
 October 14, 2020

PROPOSED Zoning

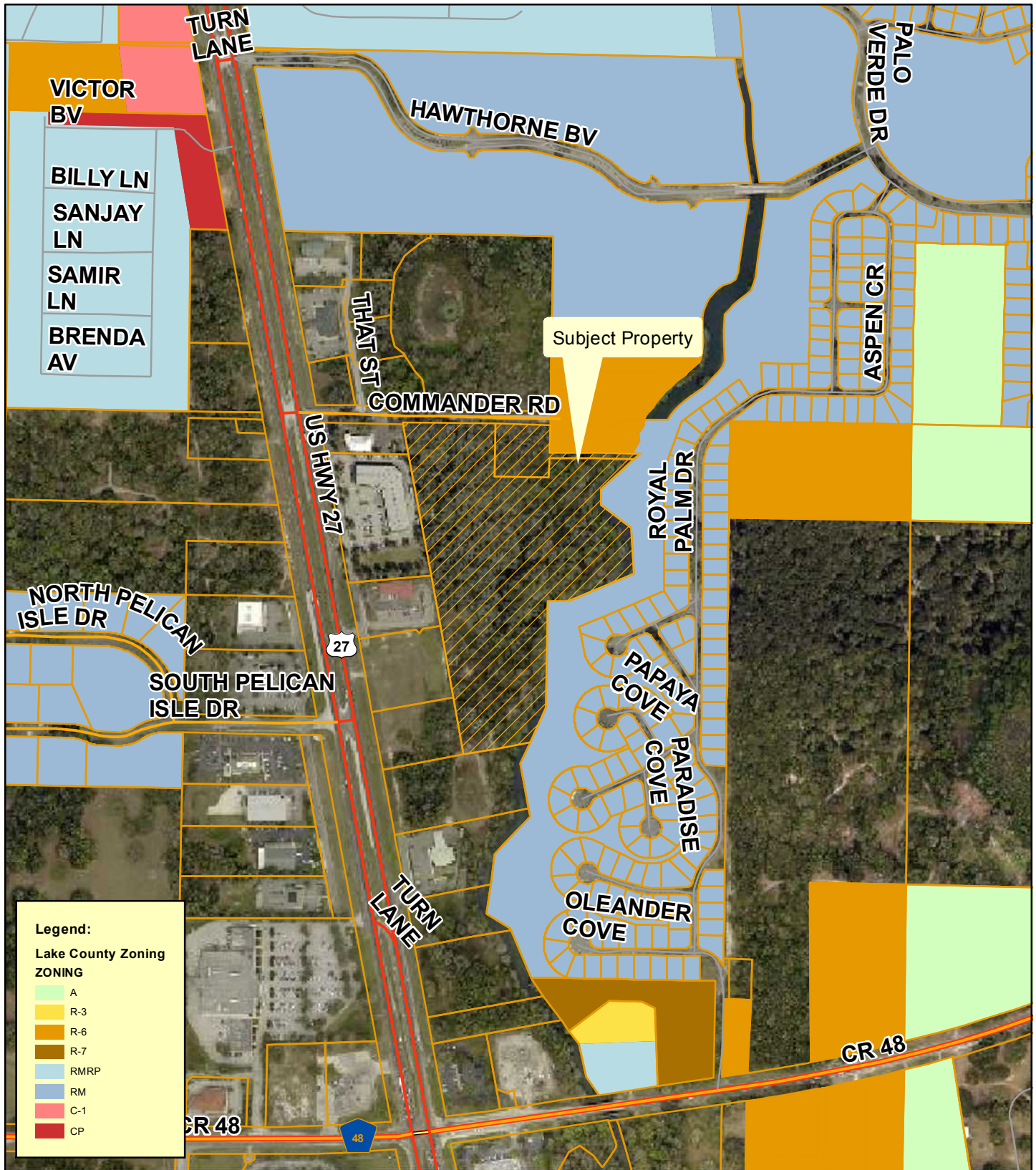


Planning
& Zoning
Division

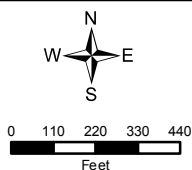


PUD-20-230
Fox Pointe at Rivers Edge, PUD
AK#: 3826510; 3338057
Section 14, Township 20 South, Range 24 East
October 14, 2020

Lake County Zoning



**Planning
& Zoning
Division**



PUD-20-230

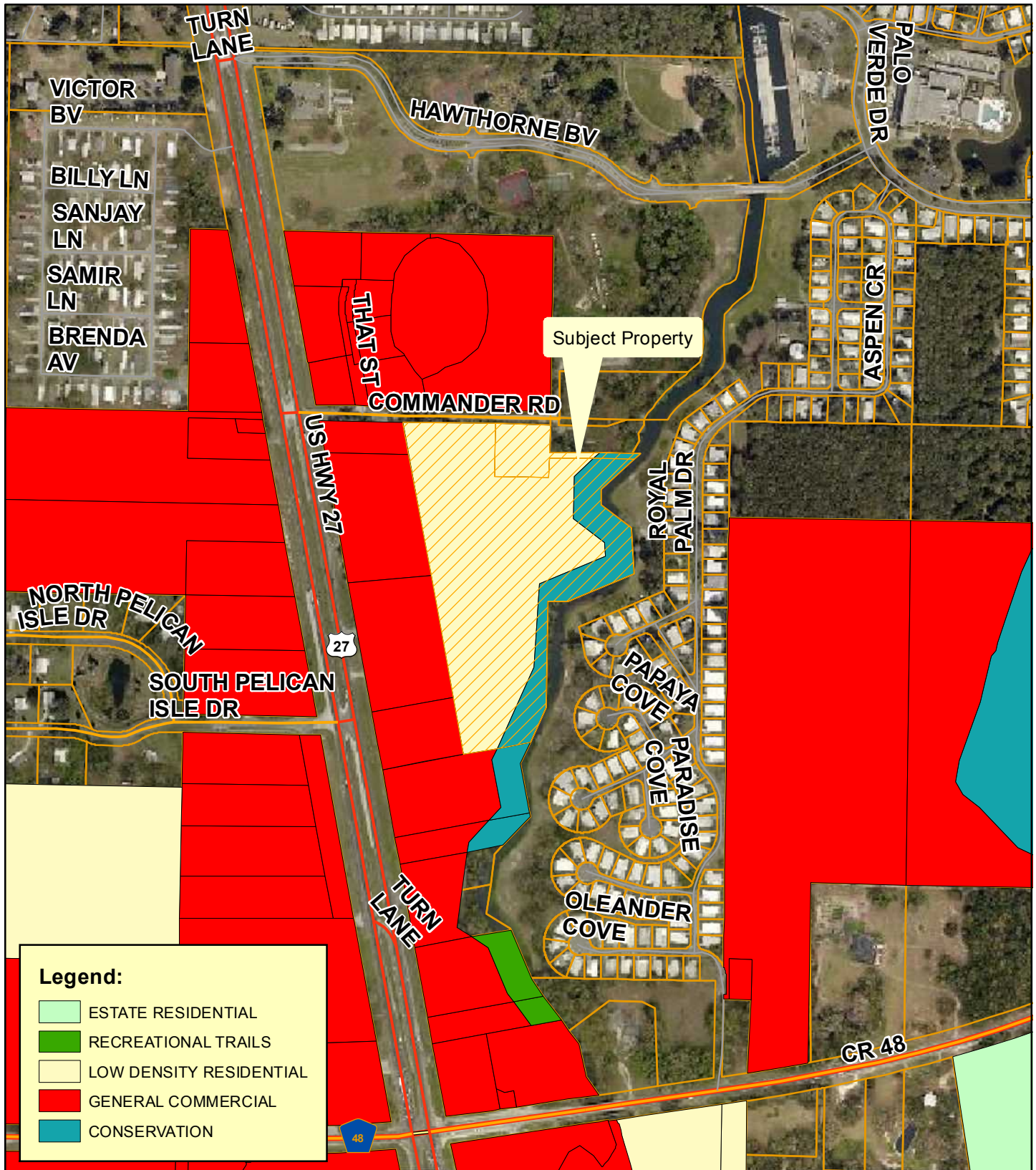
Fox Pointe at Rivers Edge, PUD

AK#: 3826510; 3338057

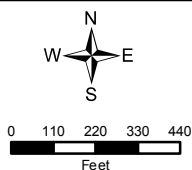
Section 14, Township 20 South, Range 24 East

October 14, 2020

Future Land Use

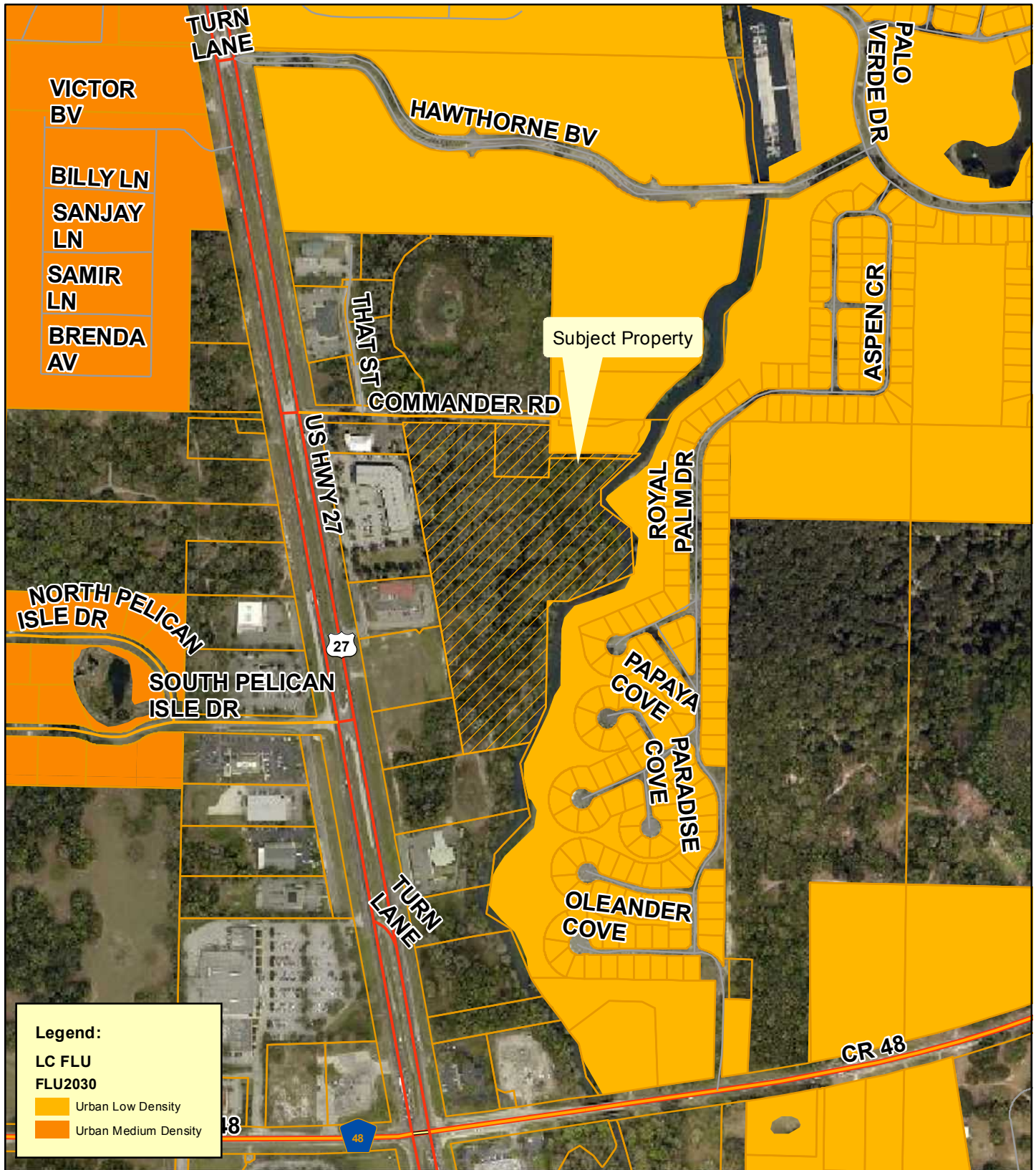


**Planning
& Zoning
Division**

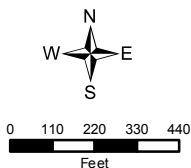


PUD-20-230
 Fox Pointe at Rivers Edge, PUD
 AK#: 3826510; 3338057
 Section 14, Township 20 South, Range 24 East
 October 14, 2020

Lake County Future Land Use



**Planning
& Zoning
Division**

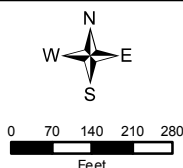


PUD-20-230
Fox Pointe at Rivers Edge, PUD
AK#: 3826510; 3338057
Section 14, Township 20 South, Range 24 East
October 14, 2020

Surrounding Land Uses

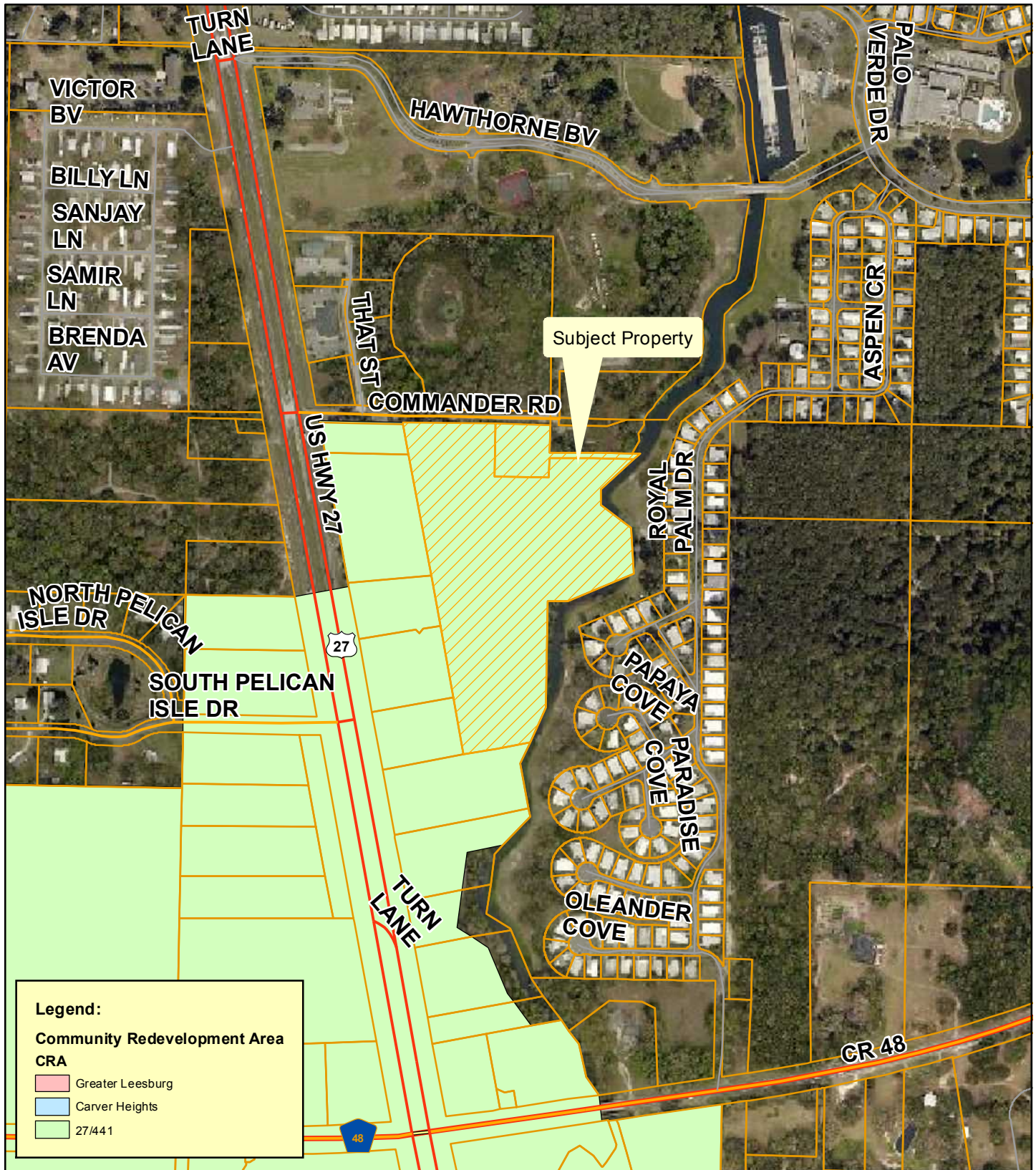


**Planning
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Division**

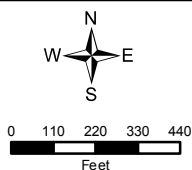


PUD-20-230
Fox Pointe at Rivers Edge, PUD
AK#: 3826510; 3338057
Section 14, Township 20 South, Range 24 East
October 14, 2020

Community Redevelopment Area

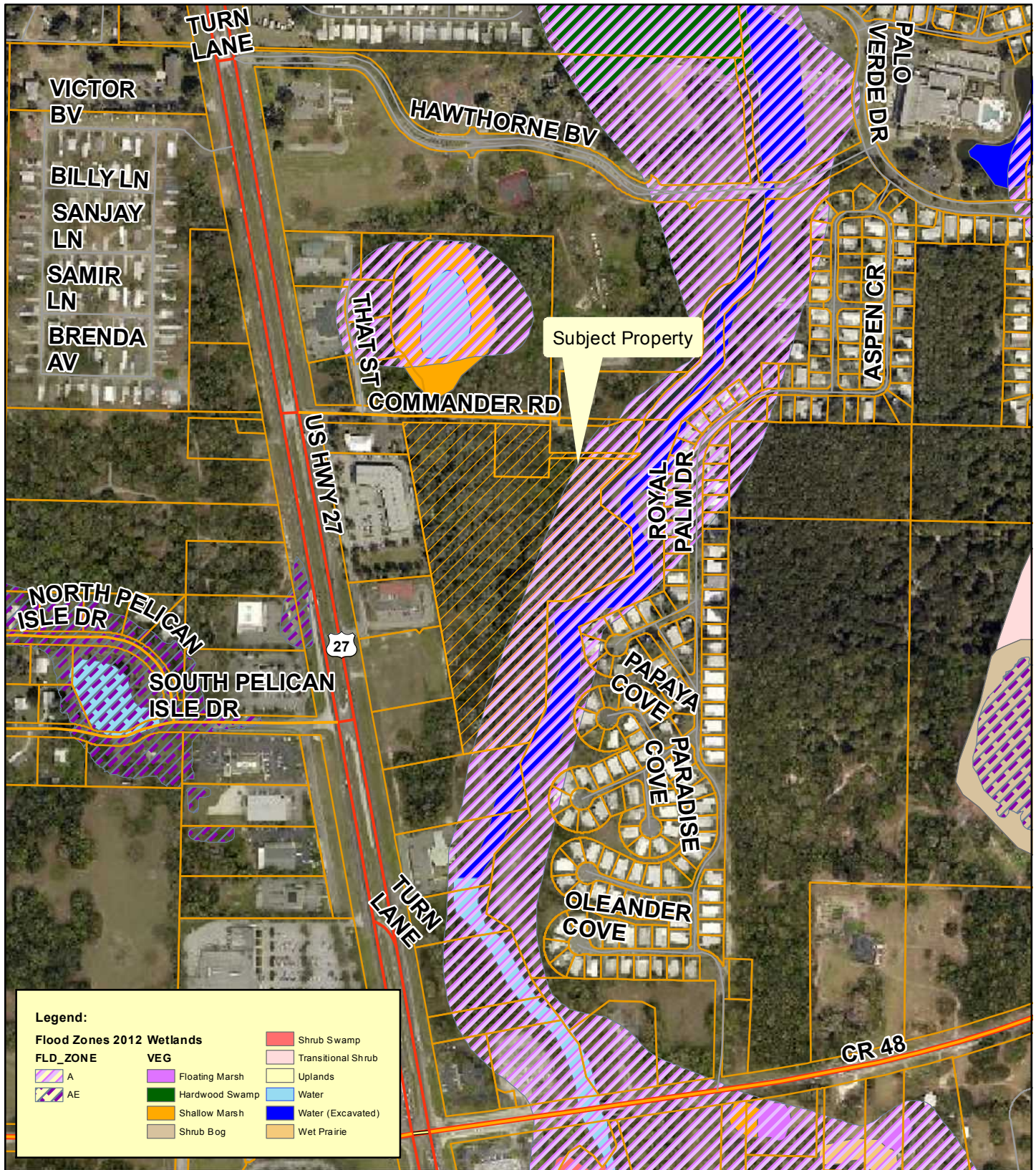


**Planning
& Zoning
Division**

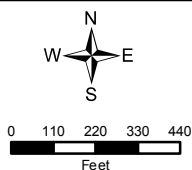


PUD-20-230
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Section 14, Township 20 South, Range 24 East
October 14, 2020

Wetland and Flood Zones



**Planning
& Zoning
Division**



PUD-20-230
 Fox Pointe at Rivers Edge, PUD
 AK#: 3826510; 3338057
 Section 14, Township 20 South, Range 24 East
 October 14, 2020



Posing of sign on site



Close up of sign posting.

Signs Posted 11/6/2020
PUD-20-230
Fox Pointe at Rivers Edge



Looking west along Commander Road from sign posting.



Looking east along Commander Road from sign posting.

Signs Posted 11/6/2020
PUD-20-230
Fox Pointe at Rivers Edge



Looking north across Commander Road from sign posting.



DRAFT SUMMARY MINUTES OF THE REGULAR MEETING
OF THE PLANNING COMMISSION
VENETIAN CENTER
THURSDAY, NOVEMBER 19TH, 2020 - 4:30 P.M.

The Planning Commission of the City of Leesburg held its regular meeting Thursday, November 19th, 2020, at Venetian Center.

Chairman Ted Bowersox called the meeting to order at 4:33 p.m.

The following Commission members were present:

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

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, OCTOBER 22ND, 2020

Commissioner Marshall moved to APPROVE the draft minutes from the OCTOBER 22ND, 2020 meeting. Commissioner Sanders SECONDED the motion, which PASSED by a vote of 7-0.

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

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

1. PUBLIC HEARING CASE # PUD-20-230 – FOX POINTE AT RIVERS EDGE, PUD – REZONING

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, REZONING APPROXIMATELY 14.09 ACRES FROM PUD (PLANNED UNIT DEVELOPMENT) TO PUD (PLANNED UNIT DEVELOPMENT) FOR A PROPERTY GENERALLY LOCATED EAST OF U.S. HIGHWAY 27, NORTH OF COUNTY ROAD 48 AND SOUTH OF COMMANDER ROAD AS LEGALLY DESCRIBED IN SECTIONS 14, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. **(CITY COMMISSION DATES ARE TENTATIVELY SCHEDULED FOR FIRST READING ON MONDAY, JANUARY 11, 2021 AND SECOND READING ON MONDAY, JANUARY 25, 2021)** (Fox Pointe)

Dan Miller introduced case number #PUD-20-230 – Fox Pointe At Rivers Edge – Planned Unit Development Rezoning into the record and entered the exhibits into the record with maps and photo exhibits including aerial, zoning, future and surrounding land use, wetlands/flood zone maps, CRA maps, staff summary, departmental review summary, and staff recommendations.

Mr. Miller gave a background and explanation of the subject property, location current zoning, requests, changes, and then went over the (PUD) Planned Unit Development conditions.

Kandi Harper utilized a power point presentation to demonstrate the area of the proposed site for the case, and then Mr. Miller went over the zoning map for the record.

Mr. Miller read the Staff Recommendations for the case into the record; Staff recommended approval.

Chad Moorhead project engineer stated he agrees with staff recommendations.

Mark a resident at Hawthorne; wants to clarify lots.

Mr. Miller replied it should be 56 lots; previous PUD 42 single families and the rest town houses.

Commissioners, Fred Morrison, and Mr. Miller discussed that the notice of surrounding property owners' letter; defective notice and need to be advertised again; 42 lots on conceptual plan, if developer willing to go with the 42 units; Fred Morrison strongly recommends it's postponed and advertised again.

Chad Moorhead stated 42 units comes from the conceptual plan. If you do the maximum density per land use; 4 units times 14 acres; 56 lots; carryover from the previous PUD.

Fred Morrison stated if the proposal is to only build 42 units and the developer is willing to accept an amendment to the PUD, reducing the density to 42 units, then it can proceed. Chad Moorhead replied he is willing to do that.

Mark a resident of Hawthorne stated he lives in the house 200' of the development; sensitive and beneficial creek; narrow, 16 boat docks; built, sent photos; Commission, wildlife, no boat docks or development; side of creek, favorite spot; fisherman, developer; good steward, current plan; open spaces buffers, conservation easement;; established when recorded; approved, current proposed language; modified to include Army Core engineers, recommend language in PUD; open spaces, and buffer zones; needs to modified; buffer zone; undisturbed; protect waterway residents; and resident wildlife, boat docks proposed/current on property, expanding the number, how big; and clarification on 5' dock.

Chad Moorhead replied when you do the conservation easement; recorded during development, and done later on in the process.

Mr. Miller replied the conservation easement; recorded on tape; not recorded as a plat; until later on in the process recorded, site plan, and construction plans and then plat plan prepared; recorded, and conservation easement recorded; plat.

Chad Moorhead replied Army Core government body Palatlahka River; deal with, jurisdiction; impacting wetland or waterway; wetland buffers; undisturbed; outside, except 5' dock go across; undisturbed, proposing 16 docks; 1 dock per house on the waterway and community dock; permitted; 1000 sq. ft or less; can't block waterways; Lake County Water Authority discussion and St. John; step down the road; lot of details, path from upland to the dock; path; 5' dock, and how many sq. ft. of area.

Mr. Miller stated we can amend to the 42 lots and add back the Army Core engineer language. Chad Moorhead stated he has no issues with the 42 lots.

Chairman Bowersox close the discussion to the public, and entertain a motion.

Commissioner O'Kelley expressed concern regarding the previous PUD; lowering; density and docks permitted; docks; 1000' sq. ft.

Mr. Miller replied previous PUD; 56 lots, lowering; density, docks; permitted, and residential docks; St, John River; maximum of 1000' sq. ft.; individual waterways.

Fred Morrison City Attorney stated there's a provision in the PUD; that requires the docks to meet the accessory structure setbacks; look at the width along the river and factor in setbacks; not a very big dock.

Commissioner Sanders made a MOTION for APPROVAL of case # PUD-20-230 – FOX POINTE AT RIVERS EDGE, PUD – REZONING Commissioner Sennett SECONDED the MOTION which CARRIED UNANIMOUSLY by a vote of 8- 0.

ANNOUNCEMENTS

Commissioner Wood made a motion to adjourn meeting.

ADJOURNMENT

Approximately 6:00 p.m.

Ted W. Bowersox, Chairman

Sabrina Mitchell, Administrative Assistant II

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.A.2.

Meeting Date: February 8, 2021

From: Dan Miller, (Planning and Zoning Manager)

Subject: An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 20.63 +/- acres from C-3 (General Commercial) and R-2 (Medium Density Residential) to PUD (Planned Unit Development) to allow for mixed use development for a property generally located west of U.S. Highway 27 and north of County Road 25A, as legally described in Section 34, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date. (Manuella Apts.)

Staff Recommendation:

Planning and Zoning Staff and Planning Commission recommend approval of the request to rezone the subject property from R-2 (Medium Density Residential) and C-3 (General Commercial) to City PUD (Planned Unit Development) to allow for a mixed use (residential and commercial) development.

Analysis:

The project site is approximately 20.6 +/- acres, and is generally located west of U.S. Highway 27, and north of County Road 25A as shown on the attached maps. At this time, the property is vacant and undeveloped. The proposal will allow for a mixed use residential and commercial development. The residential portion of this property is expected to be marketed as deed restricted for use by teachers and first responders. The existing land uses surrounding the property are residential and commercial to the north and east with residential and undeveloped land to the south and west. City of Leesburg utilities are available nearby. Per request of the City Commission, Staff has added language to the PUD document increasing the landscaping and fencing requirements.

The Planning Commission held a public hearing on the application on November 19, 2020 and recommended approval.

Procurement Analysis:

N/A

Options:

1. Approve the proposed rezoning to PUD (Planned Unit Development);or
2. Other such action as the Commission may deem appropriate.

Fiscal Impact:

A positive fiscal impact will result upon completion of this project. This will include new impact fees, ad valorem taxes and utility fees.

Submission Date and Time:

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE ZONING ON APPROXIMATELY 20.63 +/- ACRES FROM C-3 (GENERAL COMMERCIAL) AND R-2 (MEDIUM DENSITY RESIDENTIAL) TO PUD (PLANNED UNIT DEVELOPMENT) TO ALLOW FOR MIXED USE DEVELOPMENT FOR A PROPERTY GENERALLY LOCATED WEST OF U.S. HIGHWAY 27 AND NORTH OF COUNTY ROAD 25A, AS LEGALLY DESCRIBED IN SECTION 34, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (MANUELLA APTS.)

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

Section 1.

Based upon the petition of Werner Macedo, D32 Invest, LLC, 6725 Conroy Road, Suite 422, Orlando, Florida, (Greg Beliveau, agent) petitioner of the property hereinafter described, which petition has heretofore been approved by the City Commission of the City of Leesburg Florida, pursuant to the provisions of the Laws of Florida, the said property located in Lake County, Florida, is hereby rezoned from R-2 (Medium Density Residential) and C-3 (General Commercial) to City PUD (Planned Unit Development), to-wit:

(Legal Description)
(See Exhibit B)

Section 2.

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

PASSED AND ADOPTED at the regular meeting of the City Commission of the City of Leesburg, Florida, held on the 8th day of February 2021.

THE CITY OF LEESBURG

Mayor

ATTEST:

City Clerk

**MANUELLA APARTMENTS
D32 INVEST, LLC
PLANNED UNIT DEVELOPMENT CONDITIONS
November 19, 2020**

This Planned Unit Development Conditions document for a PUD (Planned Unit Development) zoning district is granted by the City of Leesburg, Lake County, Florida to **D32 INVEST, LLC (Greg Beliveau, Petitioner)** herein known as the "Permittee", who shall be subject to the terms and conditions as set forth herein pursuant to authority contained in Chapter 25 "Zoning", Section 25-278 "Planned Unit Development" of the City of Leesburg Code of Ordinances, as amended.

BACKGROUND

"Permittee" is hereby requesting a Planned Unit Development (PUD) zoning district to allow development of a property comprised of residential uses and activities on approximately 21 acres, generally located west of U.S. Highway 27 and north of County Road 25A on a site within the city limits of the City of Leesburg in accordance with their PUD application and supplemental information.

PURPOSE

The purpose of this document is to provide appropriate zoning standards for a high quality built environment through the application of flexible and diversified land development requirements, which shall be implemented in conjunction with a master site development plan and the City of Leesburg Code of Ordinances, therefore allowing for more efficient and optimal use of the subject property to increase the overall economic opportunity and employment base of Leesburg, Florida.

CONDITIONS

The following conditions shall apply to the development proposed herein. If any instance where the conditions of this document may conflict with the City of Leesburg Code of Ordinances, this document shall prevail as the determining requirement.

1. PERMISSION

- A. Permission is hereby granted **D32 INVEST, LLC (Greg Beliveau, Petitioner)**, to build, operate, and maintain a Planned Unit Development in and on real property in the City of Leesburg, subject to all appropriate federal, state and local permitting codes, standards and requirements.

2. LEGAL DESCRIPTION:

- A. The property is more particularly described below.
See attached legal "Exhibit B"

3. PERMITTED AND EXCLUDED USES

The above described property, containing approximately 21 acres, shall be used for residential and commercial purposes, pursuant to the requirements of this document and City of Leesburg development codes, requirements and standards, and as noted below.

A. Permitted Uses

The following uses are considered permitted uses on the subject property, to be located within the separate adjacent commercial and residential areas:

- i. Residential uses shall be as shown below,
 - a. Multi-family dwellings (within the residential area and defined as 4+ units per building)
- ii. Commercial uses shall be as shown below, except as shown in B. *Excluded Uses* below.
 - a. Animal Hospital/Vet Clinics
 - b. Car wash, full or self service
 - c. Commercial Parking
 - d. Indoor recreation
 - e. Office uses
 - f. Medical offices
 - g. Personal Services
 - h. Restaurants
 - i. Retail Sales & Service
 - j. Convenience store with gas pumps

B. Excluded Uses

The following uses shall not be permitted on the subject property:

- i. Automotive uses
- ii. Transient facilities
- iii. Mini storage units
- iv. Industrial uses
- v. Thrift stores
- vi. Liquor/package stores
- vii. Bars/clubs/lounges
- viii. Check-cashing stores
- ix. Warehouse/freight storage
- x. Waste related uses
- xi. Truck stops
- xii. Tattoo parlors
- xiii. Firing ranges
- xiv. Funeral Home/Mortuary/Crematory uses
- xv. Waste related uses
- xvi. Any similar uses which are not considered residential or commercial in nature, character or intensity, which may adversely impact or otherwise be incompatible with the adjoining properties due to noise, dust, vibration, odor, etc.

C. Accessory Uses

Accessory uses shall be permitted as follows:

- i. Temporary modular sales center offices and construction offices.
- ii. Accessory structures per City of Leesburg Code of Ordinances

4. **LOT DEVELOPMENT STANDARDS**

- A. Development Areas – The property shall be divided into two separate development areas.
- i. Area 1 - shall permit both commercial and residential development. This area shall consist of the approximately ten (10) acre area currently having a future land use category of General Commercial. This area may contain a maximum of 15,000 square feet of commercial space and a maximum of fifteen (15) residential units per acre.
 - ii. Area 2 shall permit residential uses only. This area shall consist of the 11+/- acres of land currently having a future land use category of Low Density. This area may contain a maximum of eight (8) units per acre.
- B. Density/Intensity
- i. Overall Residential Density- The project shall contain a maximum of 238 residential units on approximately 21 acres, at a maximum density not to exceed eight (8) units per acre on the Low Density Future Land Use, and fifteen (15) units per acre on the General Commercial Future Land Use, for an average density of 11.4 units per acre, as noted above under *A. Development Areas*.
 - ii. Commercial Intensity – The project shall contain a maximum of 15,000 square feet of commercial building development as noted above under *A. Development Areas*.
- C. Minimum Lot Development Standards
- i. Residential - Minimum lot development standards shall be those of the R-3 (High Density Residential) zoning district, except as amended by these conditions.
 - ii. Commercial -- - Minimum lot development standards shall be those of the C-3 (Highway Commercial) zoning district, except as amended by these conditions.
 - iii. Final lot sizes and setbacks may be adjusted by staff during the site plan review process to meet the intent of this PUD (Planned Unit Development).
- D. Setbacks
- i. Minimum building setbacks, as measured from the property lines shall be:
 - i. Commercial development: As required by the C-3 (Highway Commercial) zoning district
 - ii. Residential development: As required by the R-3 (High Density Residential) zoning district
 - iii. Interior buildings shall have a setback of thirty feet from the edge of pavement (travel lane).
 - ii. Minimum distance between structures shall be twenty (20) feet; measured from the nearest vertical wall of the nearest adjacent building.
 - iii. Accessory structures shall have a minimum rear and side setback of ten (10) feet, and shall not occupy more than fifteen (15) percent of the required rear yard.
 - iv. Accessory structures shall not be constructed within required buffer areas.

- E. Building Height
 - i. Residential Structures: maximum height for residential structures shall be two (2) stories, or thirty-five (35) feet.
 - ii. Commercial Structures: maximum height for commercial structures shall be two stories or thirty-five (35) feet.
 - iii. Accessory Structures: maximum height for accessory structures shall be fifteen (15) feet.
- F. Impervious Surface Coverage
 - i. Impervious surface coverage shall not exceed seventy (75) percent of the total property, and open space shall not be less than twenty-five (25) percent of the total property area.
- G. Easements
 - i. As part of the development process, easements shall be provided as required by the City of Leesburg and other utility providers, including but not limited to water, wastewater, natural gas, electric, fiber, cable, and communications, for installation and maintenance of utilities.

5. **LANDSCAPING & BUFFERS**

A. General

- i. A master landscape plan shall be submitted for review by City staff for all buffer/boundary areas, parking lots, access roads, entry ways and new construction. This plan shall be reviewed for consistency with this PUD document and the Conceptual Site Plan (Exhibit C) and City of Leesburg landscape code requirements. In addition, at the direction of the City Commission (01/25/2021 meeting), Staff shall review all landscape plans for this development, particularly but not limited to areas along U.S. Highway 27. and County Road 25A, in a manner as to increase the number, type and design of plantings to achieve a more aesthetically pleasing environment.
- ii. All landscaped areas shall be designed to meet Section 25-337, Waterwise and Florida Friendly Landscaping, City of Leesburg Code of Ordinances.

B. Buffer Areas

- i. The site shall be developed in accordance with an approved landscape plan, which shall be substantially consistent with Exhibit C, Conceptual Site Plan attached hereto, or as amended during the development review process.
- ii. Landscape Boundary Buffers shall be as follows
 - i. Perimeter Buffer: 25 (twenty-five) feet
 - ii. Where the project is adjacent to wetlands, the wetland buffers noted elsewhere in this document shall prevail.
- iii. In accordance with the approved site/landscape plan, and where applicable, for each one hundred (100) linear feet, or fraction thereof of boundary area the following plants shall be provided in accordance with the planting standards and requirements of the City of Leesburg Code of Ordinances:
 - i. two (2) canopy trees, plus
 - ii. two (2) ornamental trees, plus
 - iii. and thirty (30) shrubs,

- iv. All planting materials shall be selected from the approved lists of trees and shrubs shown in Section 25-328 (i) (2), *Landscape plants materials list*, City of Leesburg, Code of Ordinances.
 - iv. The remainder of the buffer area shall be landscaped with drought tolerant grasses such as Bermuda, or Bahia, plus groundcover or other landscape treatment in accordance with the City of Leesburg Code of Ordinances. St. Augustine grass shall not be used due to excessive water consumption.
 - v. Existing vegetation which is to remain within the required buffer shall be protected during construction.
- C. Building Landscaping
 - i. All new building construction shall comply with Section 25-329 *Landscape Buffer Requirements*, City of Leesburg Code of Ordinances, for landscaping around building areas, including a five (5) foot landscape buffer around the building perimeter. All new structures shall extend the required landscape perimeter area to include all sides visible to the general public.
- D. Parking Lot, Sign and Landscaping
 - i. All parking aisles shall be contain with landscape islands located at the end of each aisle and at intervals of one each ten (10) spaces in parking aisles.
 - ii. Each landscape island shall be at least 200 square feet, and contain at a minimum, one canopy or understory tree, plus shrubs and groundcover.
 - iii. Parking lot landscaping shall comply with the general conceptual design shown in Exhibit C attached hereto and all landscape requirements of the City of Leesburg Code of Ordinances.
 - iv. Landscaping around all monument signs shall comply with the standards and requirements of the sign regulations of the City of Leesburg Code of Ordinances, as amended.
- E. Wall Buffer Requirement
 - i. The western and northern property lines adjacent to Southpointe subdivision shall have a ~~six (6)~~ eight (8) foot fence as a solid visual buffer to the properties ~~on the within adjacent~~ to the Southpointe subdivision, and shall be constructed of PVC or similar synthetic material that forms a solid opaque visual buffer.
- F. Open Space
 - i. A minimum of twenty-five (25) percent of the property shall be open space. Retention areas, buffers and landscaped areas may be used for the purpose of calculating open space. Parking areas and vehicle access areas shall not be considered in calculating open space.
- G. Variations to Landscape Requirements
 - i. Variations to the requirements of this section of the PUD document may be approved by the Planning and Zoning Manager as long as the intent of the landscaping section is maintained.

6. **ACCESS AND CIRCULATION**

- A. Internal Circulation
 - i. All drives and access points shall be constructed so that continuous vehicular and pedestrian access is available among and between all new structures on the property.
- B. Vehicular Access

- i. Appropriate vehicular access, meeting the standards and requirements herein and as required under the City of Leesburg Code of Ordinances, shall be required at the time of development of the property.
 - C. Pedestrian Access
 - i. Pedestrian access shall be provided through sidewalks and/or walkways connecting all buildings within the development. Pedestrian access shall include consideration of sidewalks, recreational trails/paths etc., to adjoining properties.
 - ii. Sidewalks shall be installed per City of Leesburg codes and specifications.
 - iii. All pedestrian crossing areas shall be visibly marked with appropriate pedestrian crossing signage and striping. Intersections shall have street pavers, striping or similar materials approved through the appropriate site plan and/or building permit process, to allow safe crossing points and pedestrian access to all structures.

7. **PARKING**

- A. General Parking requirements
 - i. Parking for all structures shall be provided as off-street spaces pursuant to the City of Leesburg Code of Ordinances, as amended.
- B. Handicapped parking requirements
 - i. Handicap parking requirements for number, size and design shall be met through providing the required number based on the City of Leesburg Code of Ordinances, as amended.

8. **TRANSPORTATION IMPROVEMENTS**

- A. Traffic/Transportation Study
 - i. Traffic/transportation studies shall be submitted for new developments during the site plan review process, for review and determination of any necessary access improvements as required by FDOT, Lake County, the Lake-Sumter MPO or the City of Leesburg. All improvements required by the above referenced agencies shall be the responsibility of the Permittee.
- B. Approvals for Improvements
 - i. All transportation improvements shall be contingent upon site plan approval by City of Leesburg staff during development review/permit application. Said approval shall also be contingent upon review and approval by the Lake-Sumter MPO, Lake County and the Florida Department of Transportation where required.
 - ii. Improvements required may include, but are not limited to, traffic signals, turn lanes, acceleration/deceleration lanes, etc.
- C. Bus Stop required
 - i. Because the proposed development lies along and near major transportation routes, a covered bus stop, adjacent to the boundary of the property, or located such that it meets the approval standards, codes and requirements of the City of Leesburg, Lake County and Lake –Sumter MPO, shall be provided by the developer, if required by any of the above referenced agencies during the development review process.
 - ii. If a bus stop/shelter is required, said facility shall be constructed prior to certificate of occupancy for the first residential building(s).

9. SIGNAGE

- A. Ground signs
 - i. All ground signage for the property shall be monument style signs with design and architectural style consistent with the overall development, and consistent with the requirements of the sign regulations of the City of Leesburg.
 - ii. Ground signs may not be permitted on undeveloped property.
- B. Alternative Designs.
 - i. Alternative designs for the ground enclosure supports and bases of a monument sign may be approved by the Community Development Director where the architectural style would be in keeping with the intent of these sign regulations.
- C. Landscaping for ground signs
 - i. Landscaping around all monument signs shall comply with the standards and requirements of the sign regulations of the City of Leesburg Code of Ordinances, as amended.
- D. Wall signs
 - i. All wall signage for the property shall be designed and constructed to comply with the standards and requirements of the sign regulations of the City of Leesburg Code of Ordinances, as amended.

10. RECREATIONAL DEVELOPMENT

- A. Required recreation
 - i. Recreational development provided on the site may include active and passive uses, as well as enclosed or unenclosed recreational space, devoted to the joint use of the residents. Such recreational space shall consist of not less than 200 square feet of space per dwelling unit (1.1 acres of dedicated recreational space).
 - ii. Recreational uses permitted shall include, but are not limited to:
 - a. Community swimming pool
 - b. Clubhouse with swimming pool and fitness center
 - c. Community pavilions
 - d. Community grills
 - e. Children's playground
 - iii. Credit
 - a. Credit for recreational space shall be given for land areas dedicated to recreational activities, to include items such as a clubhouse with recreation room, swimming pool, outdoor cooking facilities such as grills, youth playgrounds, piers, docks as well as trails through buffer areas. Other similar uses which will meet the intent of this document may be supplied by the developer.
 - b. Active recreational use areas, such as swimming pools, playgrounds and trails shall be calculated at a credit rate of 1.5, such that for every 100 sf of active space provided, 150 sf of active space is credited.

11. DEVELOPMENT PHASING

- A. Phasing of Development
 - i. The proposed project may be constructed in phases in accordance with these Planned Unit Development conditions. Upon approval of this document, changes to this approved document shall be reviewed through, and revised in accordance with, the Planned Unit Development zoning review process.
 - ii. Changes to the Conceptual Development Plan or approved site plan, other than those required by conditions described in this agreement, shall be revised in accordance with the Planned Unit Development review process.
- B. Implementation of Development
 - i. Implementation of the project shall substantially commence within 12 months of approval of the site plan through the City of Leesburg Development Review process. Should this implementation not be commenced within the required 12 months, a new site plan submission and review process shall be required.

12. DRAINAGE UTILITIES AND SITE PLAN

- A. Prior to receiving Final Development Plan Approval, the "Permittee" shall submit, if applicable, a Master Site Drainage Plan and Utility Implementation Plan acceptable to the City of Leesburg. Prior to removal, renovation or demolition of any existing development on the site, the permittee shall provide:
 - i. A detailed site plan demonstrating no direct discharge of stormwater runoff generated by the development into any natural surface waters or onto adjacent properties shall be required.
 - ii. A detailed site plan indicating all provisions for electric, water, sewer, and natural gas in accordance with the site plan review process as required by the City of Leesburg Code of Ordinances.

13. WETLANDS AND FLOOD ZONES

- A. Existing Wetlands
 - i. If wetlands exist on the site, the following requirements shall apply. Prior to disturbance or development of any wetland area, the "Permittee" shall submit and receive approval from all affected governmental agencies to include, but not limited to, St. John's River Water Management District and the State of Florida Department of Environmental Regulation. Any notice of violation from any affected agency shall be cause for a cease and desist order on permits issued by the City of Leesburg until such time as the violation has been resolved with the appropriate agency(s).
- B. Wetland Buffers
 - i. Buildings or structures shall be an average of 25 feet from any wetland jurisdiction boundary, or as determined by the appropriate jurisdictional agency. Under no circumstances shall the minimum buffer width be less than 15 feet.
 - ii. Wetlands shall have a minimum upland buffer as 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.

C. Wetland Easements

- i. 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 homeowners association. The conservation easement shall require that the wetlands be maintained in their natural and unaltered state. Wetlands shall not be included as a part of any platted lot, other than a lot platted as a common area, which shall be dedicated to St. Johns River Water Management District or another legal entity such as a property owners association for ownership and maintenance.

14. **STORMWATER MANAGEMENT/FLOOD ZONES**

A. Stormwater Management and Utility Plan

- i. Prior to any clearing, grubbing, or disturbance of natural vegetation in any phase of the development, the Permittee shall provide:
 - a. A detailed site plan that demonstrates no direct discharge of stormwater runoff generated by the development into any wetlands or onto adjacent properties.
 - b. A stormwater management system designed and implemented to meet all applicable St. Johns River Water Management District and City of Leesburg requirements.
 - c. The 100-year flood plain shown on all plans and lots.
 - d. 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.
 - e. A copy of the Management and Storage of Surface Waters permit obtained from St. Johns River Water Management District.
- ii. A detailed site plan that indicates all the provisions for electric, water, sewer, and/or natural gas in accordance with the City of Leesburg Land Development Codes.

- B. The developer shall bear all responsibility, financial and otherwise, for the construction and installation of utility infrastructure and other improvements related to the use and development of the property, which shall be constructed to the applicable specifications imposed by the ordinances and regulations of the City in effect at the time of construction.

15. **MAINTENANCE**

A. Responsibility to maintain

- i. With the exception of public utilities, maintenance of all site improvements, including but not limited to drives, internal sidewalks, landscaping and drainage and all other structures shall be the responsibility of the owner.

16. DESIGN REQUIREMENTS

- A. Architectural Ordinance Standards
 - i. The Leesburg City Commission adopted Architectural Standards for new development and redevelopment under Ordinance 16-35. All phases and all structures of this development shall meet or exceed the architectural standards as adopted by the City Commission. However, should architectural standards as noted above not be in place at the time of construction of any phase or structure within this development, the following standards shall prevail as shown below:
- B. Architectural Theme
 - i. Each building shall have a common architectural theme for each phase and the side of buildings which face streets (public or private) shall be finished in the same materials as used in the front of buildings.
- C. Screening of equipment
 - i. Mechanical units and roof equipment should be screened from view with parapet or other screening method so that mechanical equipment is not seen from public right-of-way and the adjacent residential property.
- D. Exterior construction materials
 - i. 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:
 - i. 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.
 - ii. 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).
 - iii. All textured stucco, provided there are unique design features such as recessed areas, tile 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 Community Development Director for compliance.
- E. Public Entrances.
 - i. Buildings that are open to the public shall have an entrance for pedestrians from the street to the building interior. This entrance shall be designed to be attractive and functionally be a distinctive and prominent element of the architectural design. Buildings shall incorporate lighting and changes in mass, surface or finish to provide emphasis to the entrances.
- F. Building Façade.
 - i. Building facades shall provide architectural relief for building walls and frontage walls facing the street. Buildings shall provide a foundation or base, typically from ground to bottom of the lower windowsills, with changes in volume or material. A clear visual division shall be maintained between ground level floors and upper floors on multi-story buildings.

- G. Design Variations
 - i. Other similar design variations meeting the intent of this section may be approved at the discretion of the Planning and Zoning Manager.
- H. Revised Plans Required
 - i. As submitted, the current building designs do not meet the requirements of this section of the PUD Conditions document, or the City's Architectural Standards under Ordinance 16-35. Approval of a site plan and construction plans shall be contingent upon the applicant providing architectural plans which meet or exceed the conditions specified herein. Should appropriate plans not be submitted, plans shall be rejected.

17. MISCELLANEOUS CONDITIONS

- A. Uses
 - i. The uses of the proposed project shall only be those uses identified in these approved Planned Unit Development Conditions. Any other proposed use must be specifically authorized by the Planning Commission in accordance with the Planned Unit Development amendment process.
- B. Approvals
 - i. 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. Compliance
 - i. Construction and operation of the proposed use(s) shall at all times comply with City and other governmental agencies rules and regulations.
- D. Transfer of Ownership
 - i. The transfer of ownership or lease of any or all of the property described in this PUD Agreement shall include in the transfer or lease agreement, a provision that the purchaser or lessee is made good and aware of the conditions pertaining to the Planned Unit Development established and agrees to be bound by these conditions. The purchaser or lessee may request a change from the existing plans and conditions by following the procedures as described in the City of Leesburg Code of Ordinances, as amended.
- E. Benefit
 - i. These PUD Conditions shall inure to the benefit of, and shall constitute a covenant running with the land and the terms, conditions, and provisions hereof, and shall be binding upon the present owner and any successor, and shall be subject to each and every condition herein set out.

18. LEVELS OF SERVICE AND CAPACITY

- i. Levels of Service
 - i. As submitted, the proposed zoning change could result in demands on public facilities which could potentially exceed the current capacity of some public facilities, such as, but not limited to roads, sewage, water supply, drainage, and solid waste. No final development order (site plan and building permits) shall be granted for the 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

i. 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 mains, since existing facilities in the service area are not adequate, 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.

ii. Commitment of Capacity

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

iii. Ability to Provide Services

- a. The City intends to provide water, wastewater and reclaimed water services within its service area for the foreseeable future.

LEGAL DESCRIPTION

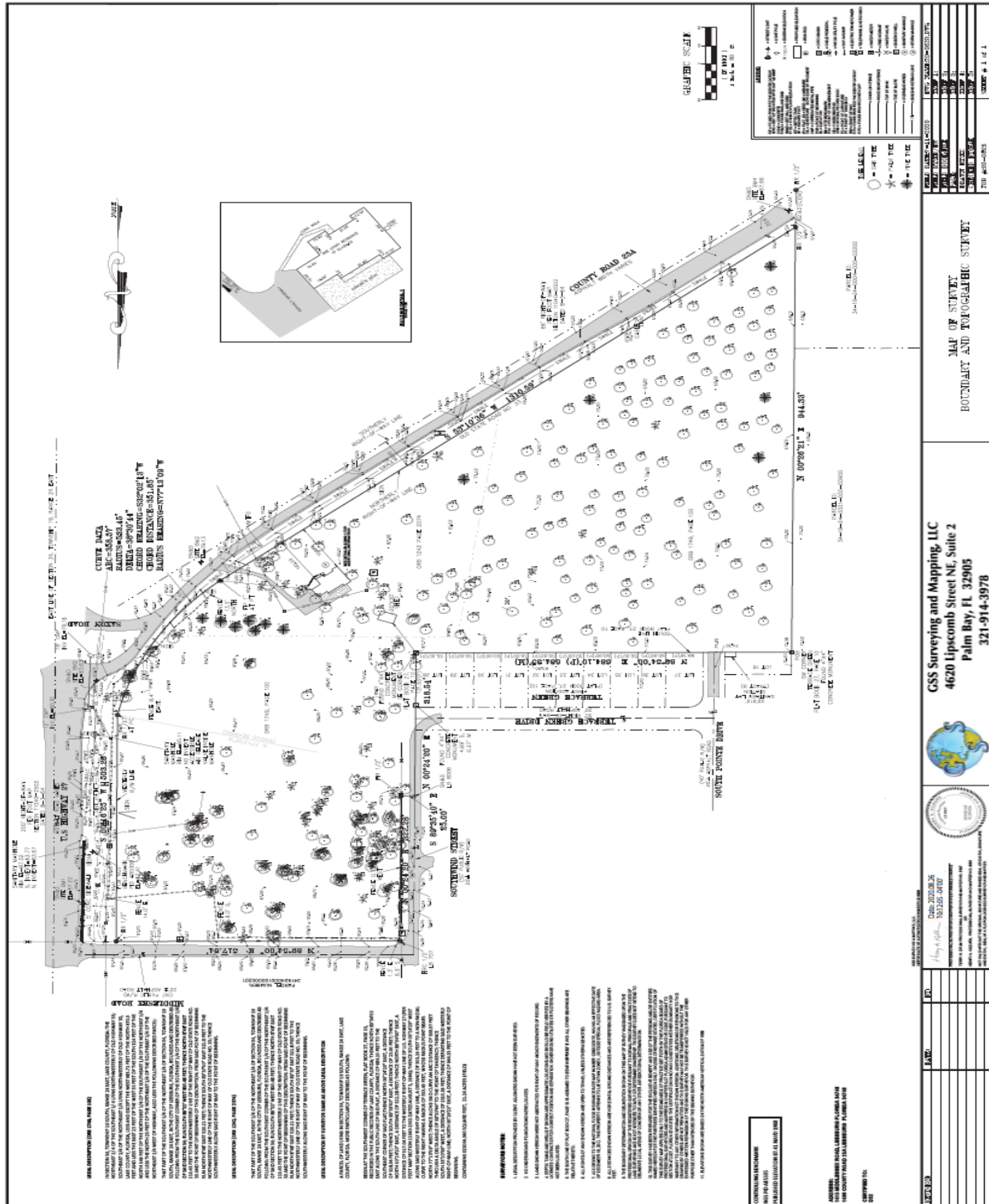
PARCEL 1:

IN SECTION 34, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA: THE NORTHEAST $\frac{1}{4}$ OF THE SOUTHEAST $\frac{1}{4}$ LYING NORTHWESTERLY OF OLD HIGHWAY 33; SOUTHEAST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ LYING NORTHWESTERLY OF OLD HIGHWAY 33, LAKE COUNTY, FLORIDA,

LESS AND EXCEPT THE WEST 683.71 FEET OF THE NORTH 670.5 FEET AND LESS THE EAST 25 FEET OF THE WEST 50 FEET OF THE SOUTH 524 FEET OF THE NORTH 549 FEET OF THE NORTHEAST $\frac{1}{4}$ OF THE SOUTHEAST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ AND LESS THE NORTH 25 FEET OF THE NORTHEAST $\frac{1}{4}$ OF THE SOUTHEAST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ WEST OF HIGHWAY, AND LESS AND EXCEPT: THAT PART OF THE SOUTHEAST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 34, TOWNSHIP 19 SOUTH, RANGE 24 EAST, IN THE CITY OF LEESBURG, FLORIDA, BOUNDED AND DESCRIBED AS FOLLOWS: FROM THE SOUTHEAST CORNER OF THE SOUTHEAST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ OF SAID SECTION 34; RUN SOUTH $89^{\circ}52'$ WEST 800.48 FEET; THENCE NORTH 848° EAST 110.43 FEET TO THE NORTHWESTERLY LINE OF THE RIGHT OF WAY OF OLD STATE ROAD NO.33 AND THE POINT OF BEGINNING OF THIS DESCRIPTION. FROM SAID POINT OF BEGINNING RUN NORTH $8^{\circ}48'$ EAST 529.21 FEET; THENCE SOUTH $89^{\circ}37'00''$ EAST 521.8 FEET TO THE NORTHWESTERLY LINE OF THE RIGHT OF WAY OF OLD STATE ROAD NO.33; THENCE SOUTHWESTERLY ALONG SAID RIGHT OF WAY TO THE POINT OF BEGINNING.

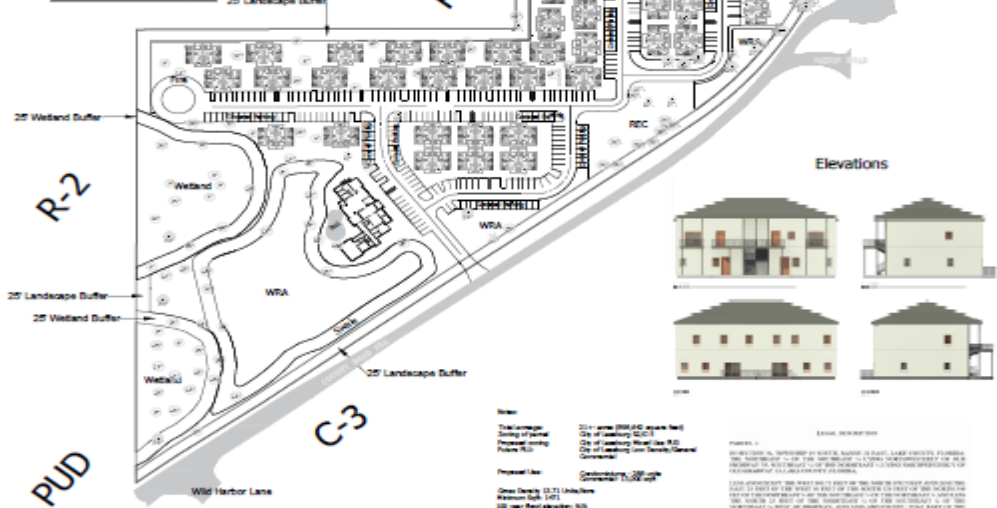
PARCEL 2:

THAT PART OF THE SOUTHEAST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 34, TOWNSHIP 19 SOUTH, RANGE 24 EAST, IN THE CITY OF LEESBURG, FLORIDA, LAKE COUNTY, FLORIDA, BOUNDED AND DESCRIBED AS FOLLOWS: FROM THE SOUTHEAST CORNER OF THE SOUTHEAST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ OF SAID SECTION 34; RUN SOUTH $89^{\circ}52'$ WEST 800.48 FEET; THENCE NORTH 848° EAST 110.43 FEET TO THE NORTHWESTERLY LINE OF THE RIGHT OF WAY OF OLD STATE ROAD NO.33 AND THE POINT OF BEGINNING OF THIS DESCRIPTION. FROM SAID POINT OF BEGINNING RUN NORTH $8^{\circ}48'$ EAST 529.21 FEET; THENCE SOUTH $89^{\circ}37'00''$ EAST 521.8 FEET TO THE NORTHWESTERLY LINE OF THE RIGHT OF WAY OF OLD STATE ROAD NO.33; THENCE SOUTHWESTERLY ALONG SAID RIGHT OF WAY TO THE POINT OF BEGINNING.





<u>Project Name: Manatee Condominiums</u>	
<u>Owner:</u>	<u>Agent:</u>
Beryl H Stokes Jr. Trustee	LPG Urban and Regional Planners, Inc.
6601 Sunnyside Dr	c/o Greg Belliveau
Leesburg, Florida 32748	1162 Camp Avenue
	Mount Dora, Florida 32757
	(352)-385-1940



September 25th, 2020 SCALE BAR 1:200

D32 Invest, LLC
Concept Plan
Leesburg, FL



Exhibit D

Residential Architectural Rendering as Submitted

(revisions required to meet Ord. 16-35)

Elevations



D1 EAST



D4 NORTH



A1 WEST



A4 SOUTH



CITY OF LEESBURG PLANNING & ZONING DIVISION RECOMMENDATIONS

OWNER: Beryl N. Stokes Jr., Trustee
PROJECT: Manuela Apartments (Mixed Use)
REQUEST: PUD (Planned Unit Development) Rezoning
CASE NO.: PUD 20-219
MEETING DATE: November 19, 2020

THE PLANNING & ZONING DIVISION RECOMMENDS:

APPROVAL of the request

for the following reason(s):

1. The proposed request to rezone the subject property from R-2 (Medium Density Residential) and C-3 (Highway Commercial) to PUD (Planned Unit Development), as conditioned, is compatible with adjacent and surrounding properties zoned C-3 (Highway Commercial), R-1 (Low Density Residential) and PUD (Planned Unit Development).
2. The proposed request, as conditioned, is compatible with the surrounding future land use designations of General Commercial, High Density Residential, Low Density Residential and Estate Residential.
3. The proposed request, located near and along major corridors, will provide a new workforce housing development that includes immediate access to mass transit and nearby major employers. It will assist in economic growth opportunities for citizens to participate in the future residential and commercial growth of the city.
4. The proposed request is consistent with the City's Growth Management Plan, Future Land Use Element, Goal I, Objective 1.6.

Action Requested:

1. Vote to approve the recommendation to rezone the subject property from R-2 (Medium Density Residential) and C-3 (Highway Commercial) to PUD (Planned Unit Development), as conditioned, and forward to the City Commission for consideration.

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

DATE: November 13, 2020
OWNER: Beryl N. Stokes, Jr., Trustee
PETITIONER: D32 Invest, LLC, Werner Macedo
PROJECT: Manuela Apartments
REQUEST: PUD (Planned Unit Development)
CASE NO.: PUD-20-219

THE FOLLOWING COMMENTS RECEIVED FROM EACH DEPARTMENT:

POLICE

No comments received as of 11/13/20

FIRE

No comments from Fire Department. Amanda Stevenson 11/6/20

ELECTRIC

Electric has no objections. We will serve them. Steve Davis 11/4/20

GAS

No comments received as of 11/13/20

GIS

No comments received as of 11/13/20

BUILDING

No comments received as of 11/13/20

PUBLIC WORKS

Public Works has no issues with this. We currently have the water and wastewater capacity for this, but both are being reduced at a high rate! Clifford Kelsey 11/9/20

ADDRESSING

No comments received as of 11/13/20

ECONOMIC DEVELOPMENT

No comments received as of 11/13/20

LAKE COUNTY PUBLIC WORKS

No comments received as of 11/13/20

LAKE COUNTY SCHOOLS

The residential component of this project is subject to school concurrency review prior to final site plan approval. Let me know if you have any questions. Thank you, Helen LaValley 11/18/20

PUBLIC RESPONSES

Approval

1 approval

Disapproval

4 disapproval 3 with comments

No comment

no comment

Notice of Appearance filed:

PUBLIC COMMENTS (APPROVAL WITH REQUESTS)

PUBLIC COMMENTS (DISAPPROVAL)

Jerome G & Mary Ann Williams –

1. The infrastructure has NEVER supported the residents and commercial business who live and work here ex: brown outs, cell phone service, traffic flow, car accidents and deaths, unnecessary foot and car (who speed inside subdivision robberies, breakins, loss of safety, retired population.
2. What happens to animal population in area. How will residents not be invaded?
3. With property being excavated; what happens when mud holes, sink holes etc. happen
4. Lighting issues
5. Noise level
6. Privacy
7. Land can't support # of inhabitants and increased stress on property
8. Restricts quality of Life for All residents
9. Flow of traffic on Highway27 already at maximum use
10. Loss of residents to leave and enter subdivision
11. I have No more room continue

Margaret & George Bolton – We are a single-family residential development with a density of 6 units per acre. We have been told the proposed development is a multi-family with 13 units per acre. We would like the maximum buffer requirements between our development and the proposed multi-family development. We would like a concrete block wall and larger trees in the landscape buffer. The property is currently wooded. The property that is directly south of our property has a future land use designation of R-2 which only allows 8 units per acre. This portion of the property should not be allowed to exceed the allowed density. We have our concerns for privacy. Thank you –

Larry G. Ragar – Added Traffic, Privacy, Security

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

DATE: October 7, 2020
OWNER: Beryl N. Stokes, Jr., Trustee
PETITIONER: D32 Invert, LLC, Werner Macedo
PROJECT: Manuela Apartments
REQUEST: PUD (Planned Unit Development)
CASE NO.: PUD-20-219

GENERAL LOCATION: The property is generally located west of U. S. Highway 27 and north of County Road 25A.

FUTURE LAND USE DESIGNATION:
General Commercial; Low Density Residential

SURROUNDING FUTURE LAND USE DESIGNATION:

North – General Commercial
South – General Commercial
East – General Commercial
West – Low Density Residential

PROPOSED FUTURE LAND USE DESIGNATION:
N/A

EXISTING ZONING DESIGNATION:
C-3 (Highway Commercial); R-2 (Medium Density Residential)

SURROUNDING ZONING DESIGNATIONS:

North – C-3 (Highway Commercial)
South – C-3 (Highway Commercial)
East – C-3 (Highway Commercial)
West – R-2 (Medium Density Residential)

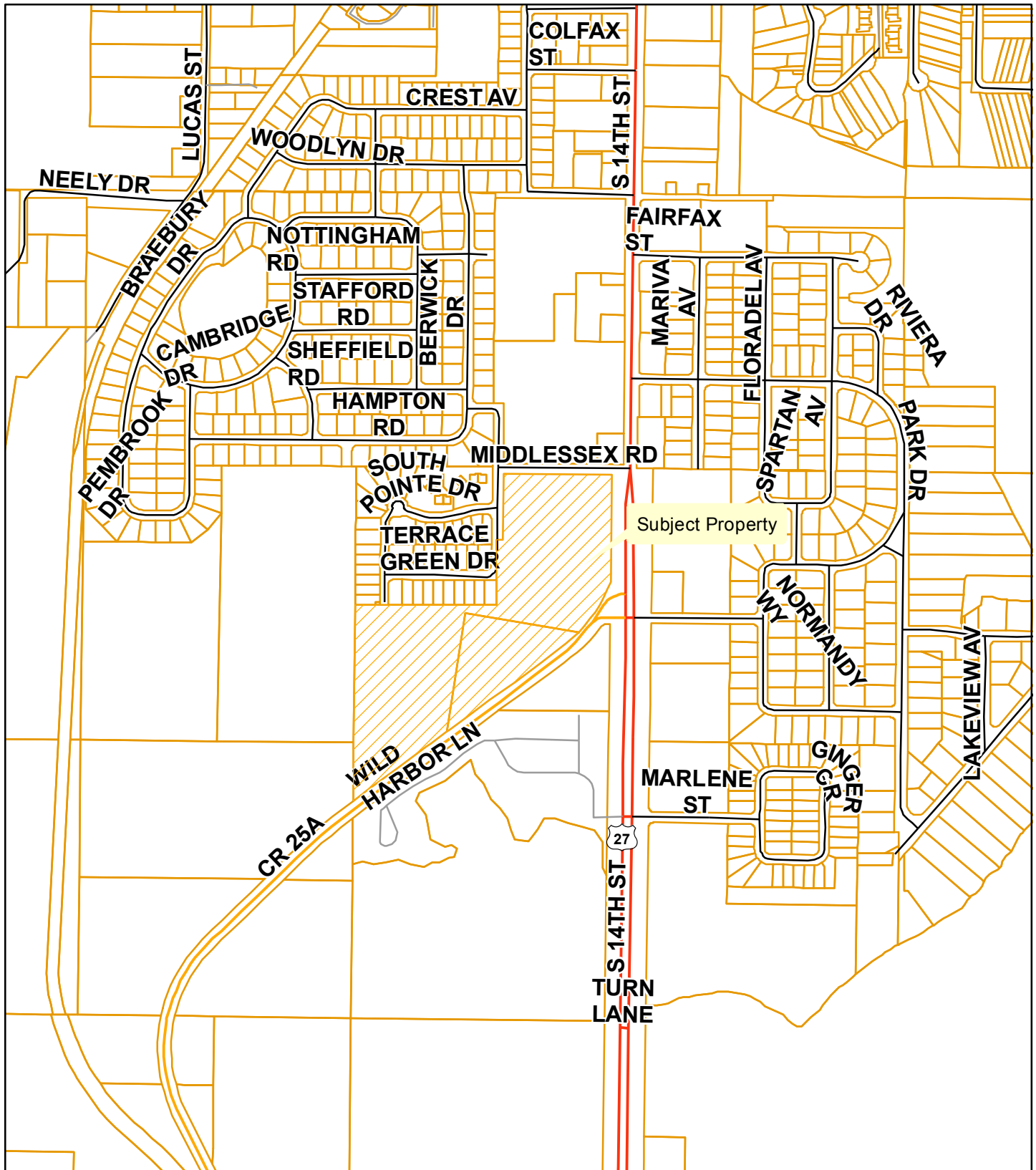
PROPOSED ZONING DESIGNATION:
PUD (Planned Unit Development)

EXISTING LAND USE:
Store and residential

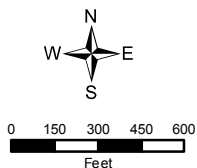
SURROUNDING LAND USE:
North – Commercial (developed)
South – Commercial (vacant)
East – Institutional; Commercial
West – Residential (vacant); Non-agriculture acreage

PROPOSED LAND USE: Mixed Use Planned Unit Development – commercial and residential

Locator

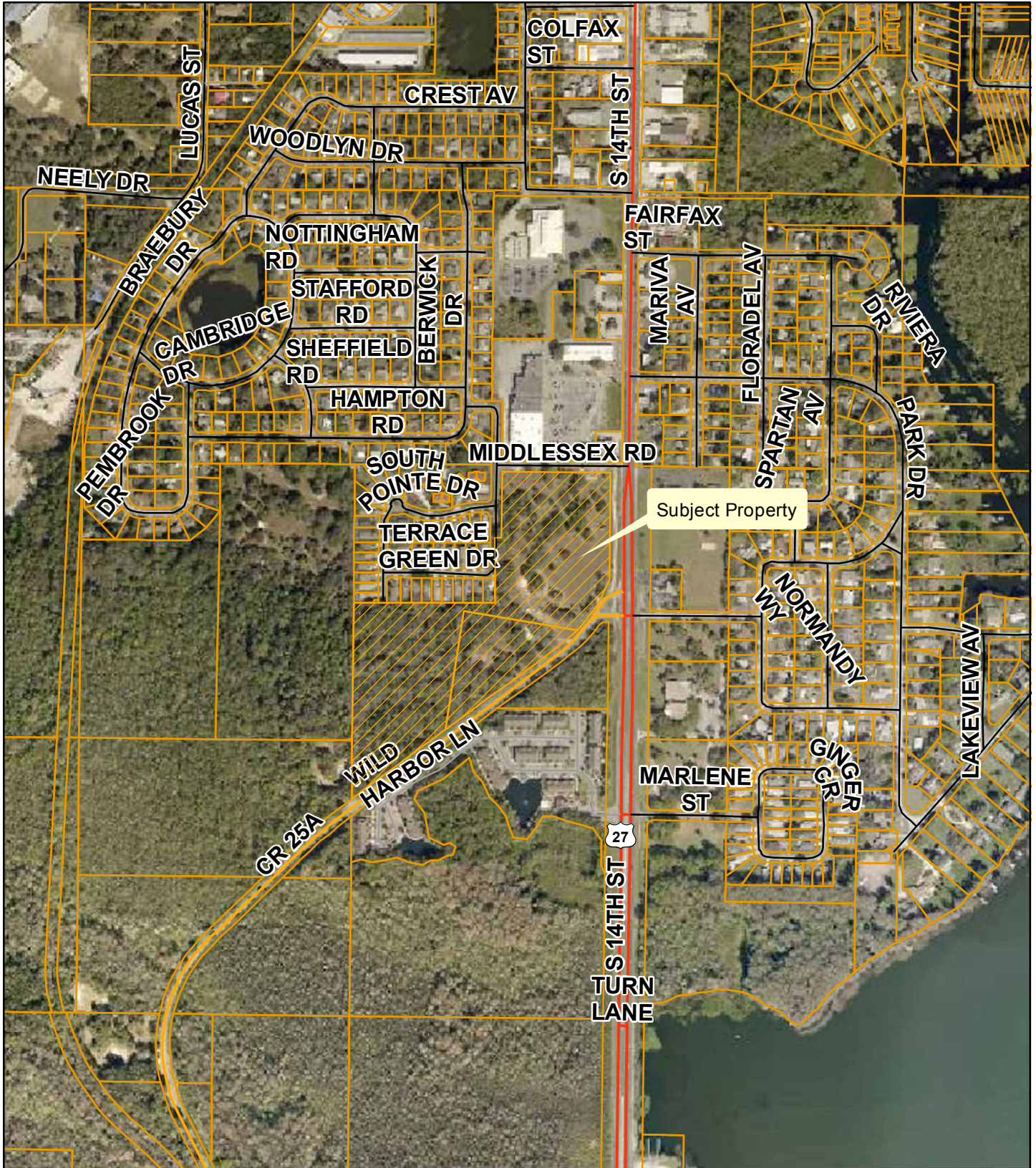


**Planning
& Zoning
Division**

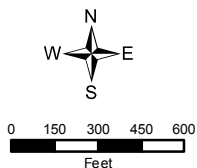


PUD-20-219 Manuela Apartments
1415 Middlessex Road
AK#: 1774764; 1774772
Section 34, Township 19 South, Range 24 East
October 7, 2020

Aerial

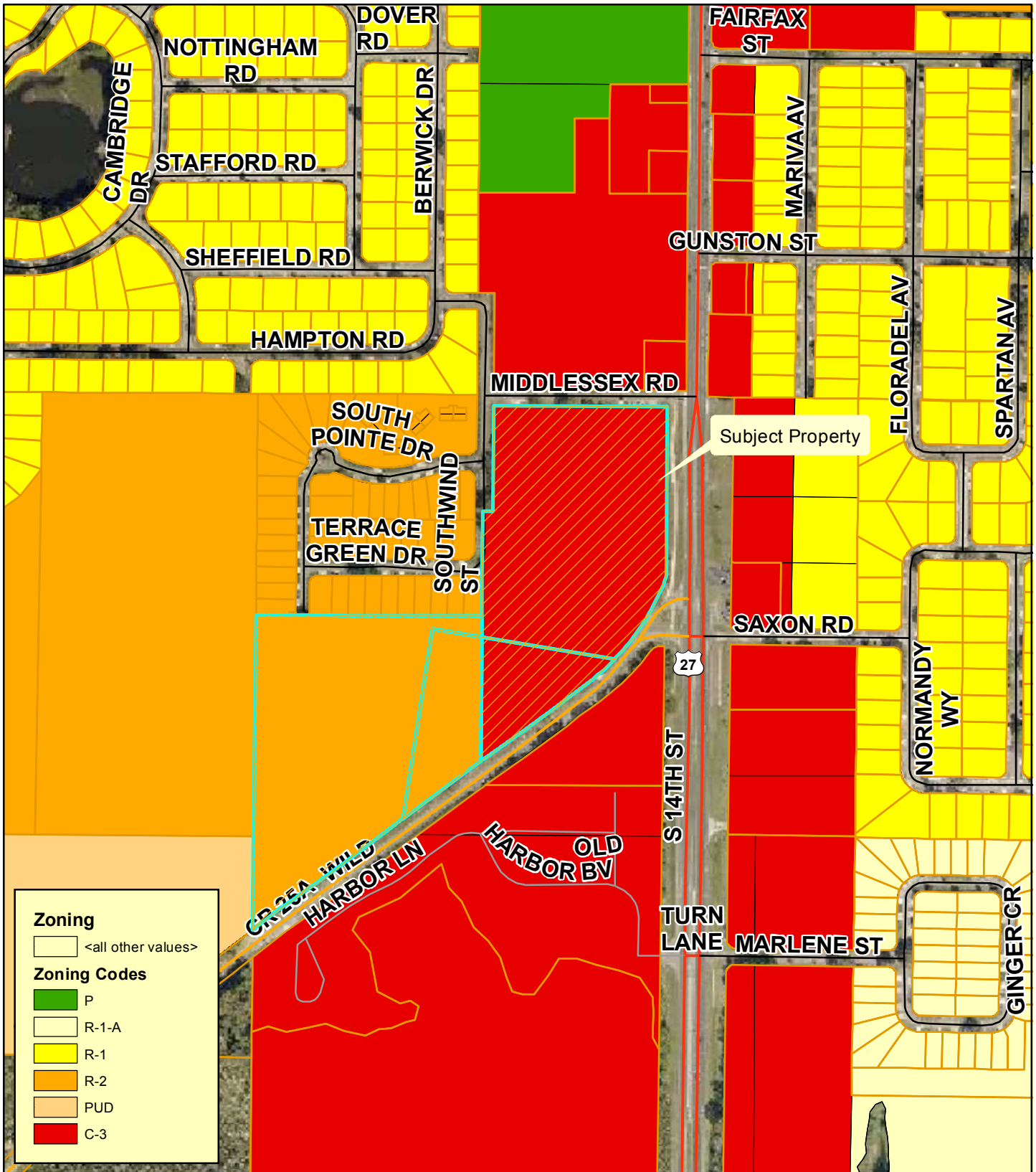


**Planning
& Zoning
Division**

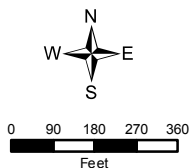


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Zoning

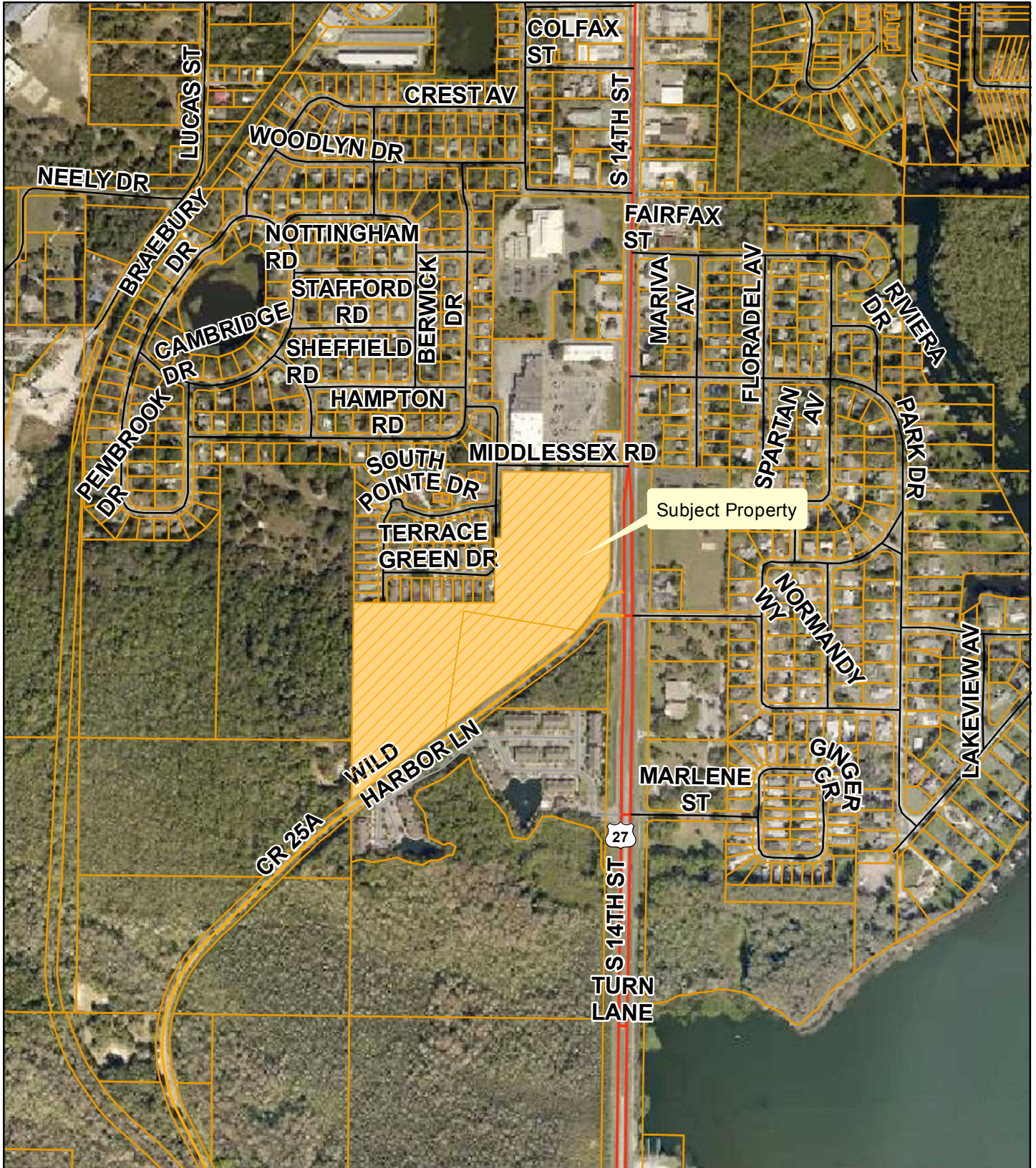


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& Zoning
Division**

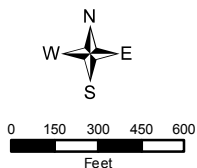


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PROPOSED Zoning

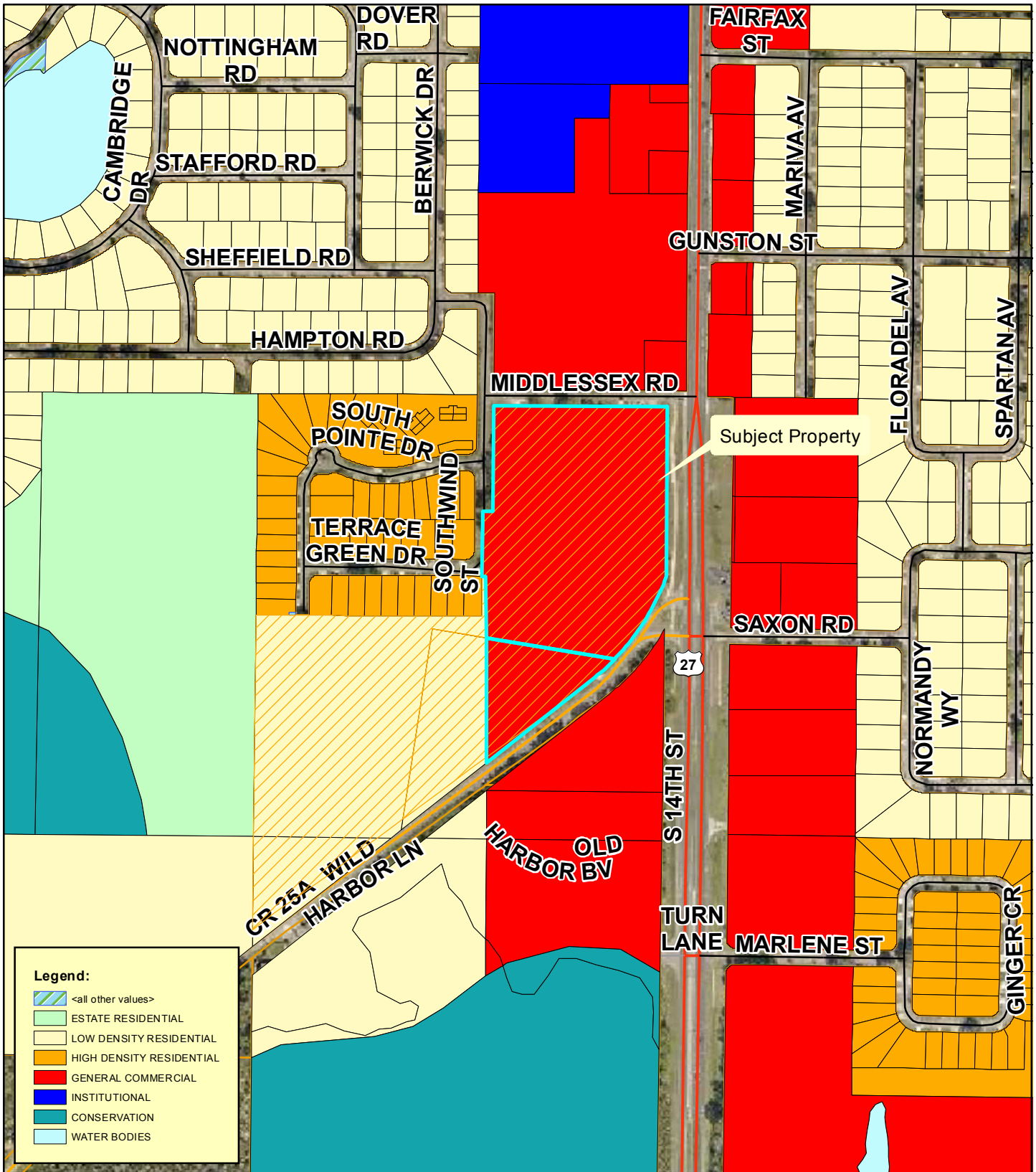


**Planning
& Zoning
Division**

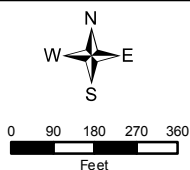


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Future Land Use

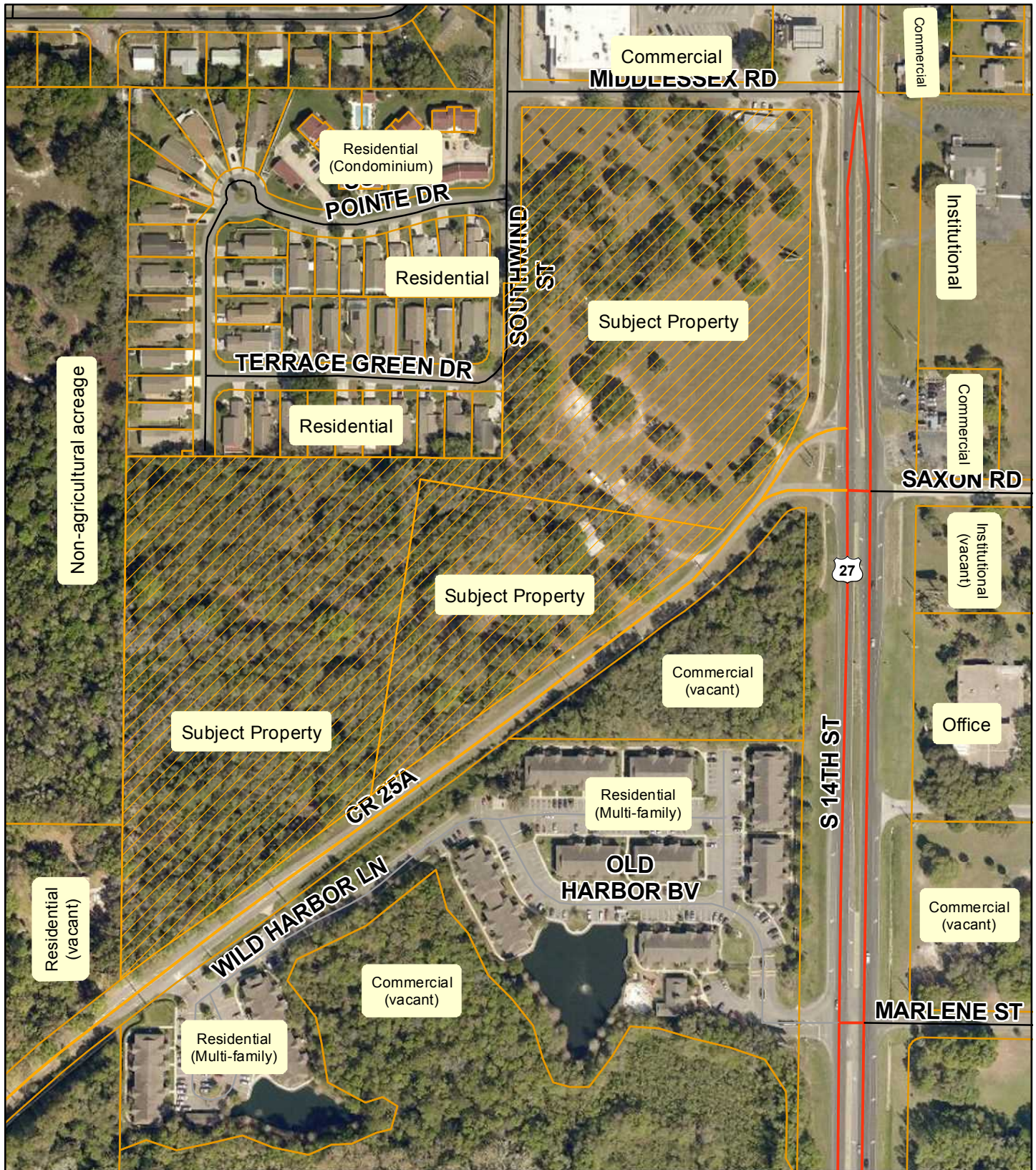


**Planning
& Zoning
Division**

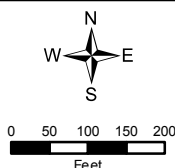


PUD-20-219 Manuela Apartments
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Section 34, Township 19 South, Range 24 East
October 7, 2020

Surrounding Land Uses

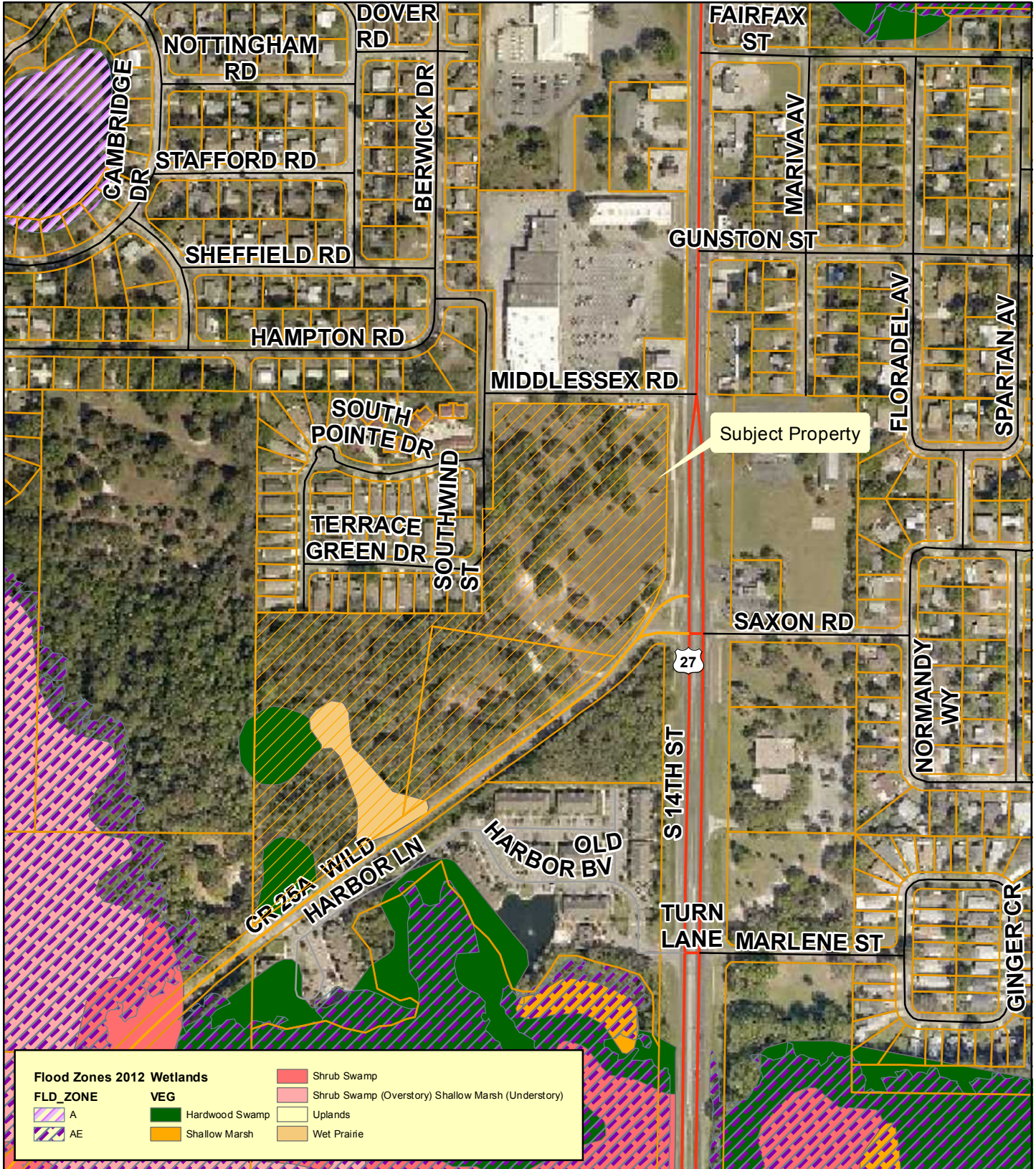


**Planning
& Zoning
Division**

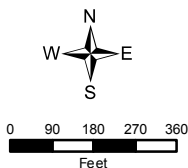


PUD-20-219 Manuela Apartments
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October 7, 2020

Wetlands and Flood Zones

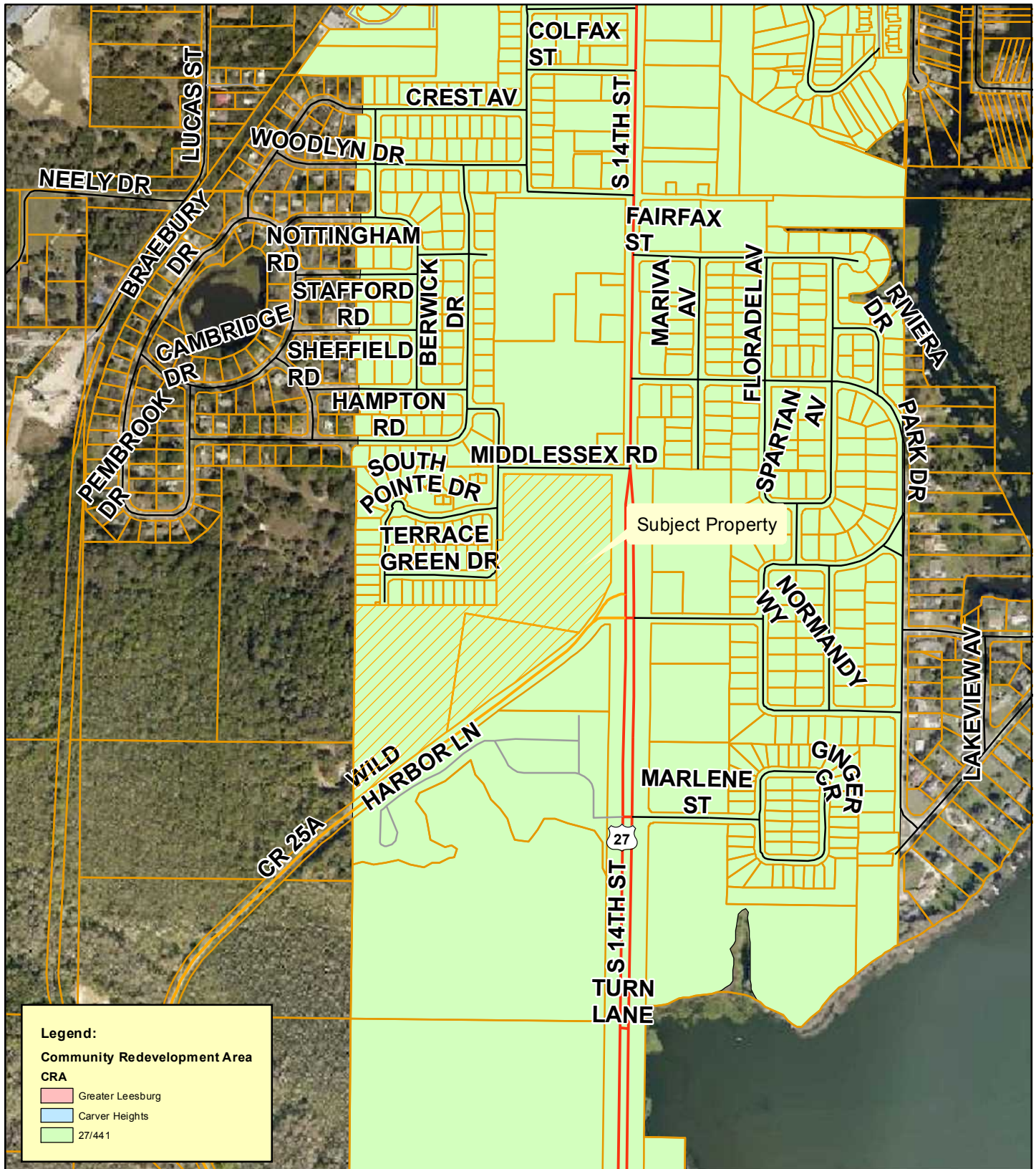


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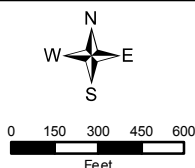


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1415 Middlesex Road
AK#: 1774764; 1774772
Section 34, Township 19 South, Range 24 East
October 7, 2020

Community Redevelopment Area

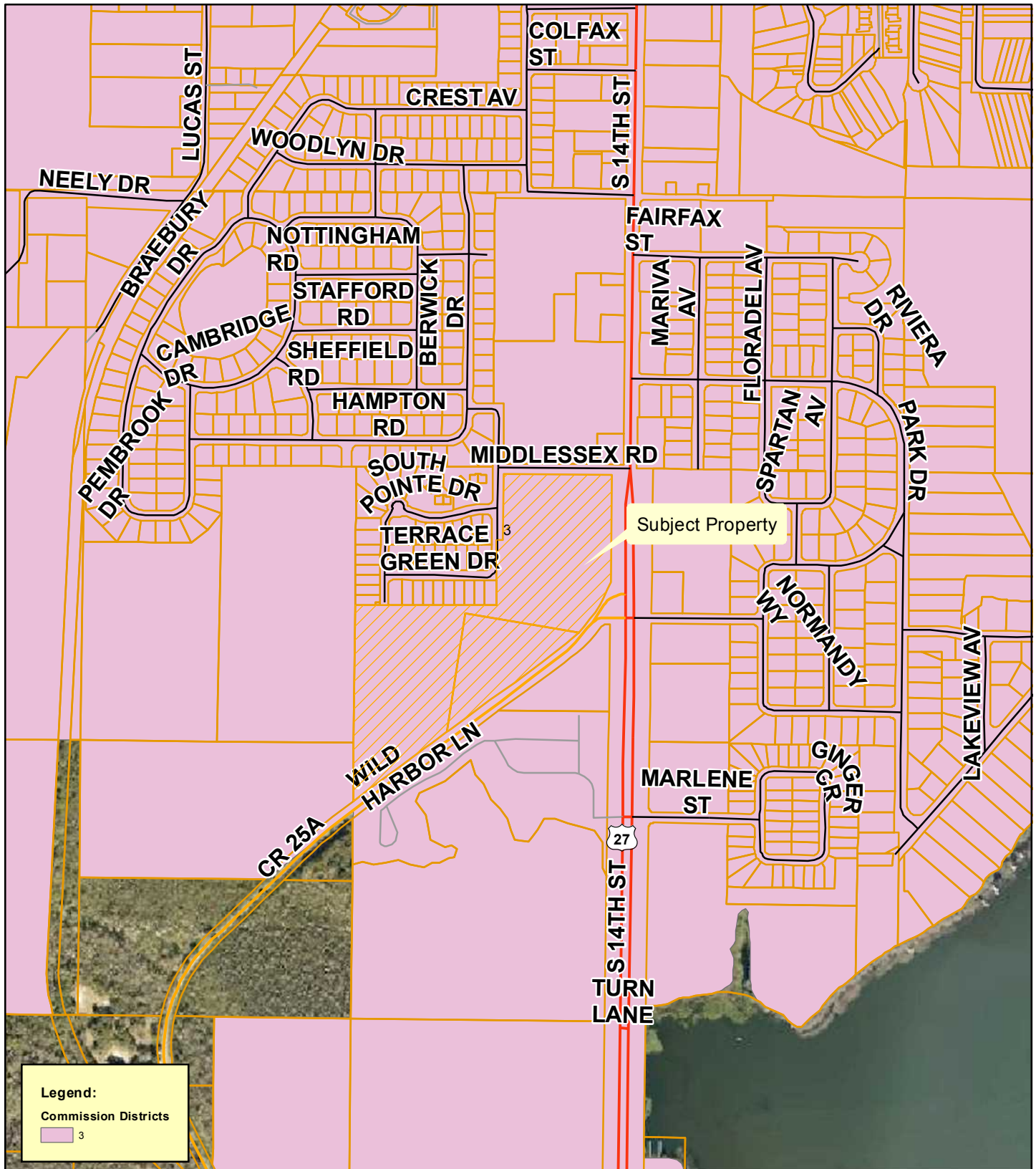


**Planning
& Zoning
Division**

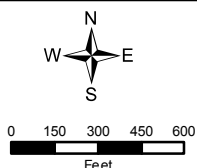


PUD-20-219 Manuela Apartments
1415 Middlessex Road
AK#: 1774764; 1774772
Section 34, Township 19 South, Range 24 East
October 7, 2020

Commission District



**Planning
& Zoning
Division**



PUD-20-219 Manuela Apartments
1415 Middlesex Road
AK#: 1774764; 1774772
Section 34, Township 19 South, Range 24 East
October 7, 2020



Looking east towards Highway 27 from sign posting at Middlessex Road and Southside Plaza.



Looking north into Southside Plaza from sign posting.



Posting of sign on site along Highway 27. Looking west into subject property.



Looking west into subject property. (Posting along Highway 27)

Signs Posted 11/6/2020
PUD-20-219
Manuela Apartments



Looking north along Highway 27 from sign posting.



Looking south along Highway 27 from sign posting.

Signs Posted 11/6/2020
PUD-20-219
Manuela Apartments



Looking east across Highway 27 from sign posting.



Posting of sign on site along Middlessex Road.

Signs Posted 11/6/2020
PUD-20-219
Manuela Apartments



Looking south into subject property from Middlessex Road.



Posting of sign located at CR 25A.

Signs Posted 11/6/2020
PUD-20-219
Manuela Apartments



Close up of sign posting along CR 25A.



Looking south along CR 25A.

Signs Posted 11/6/2020
PUD-20-219
Manuela Apartments



Looking south across CR 25A from sign posting.



Looking north-easterly along CR 25A from sign posting.



Looking south-easterly along CR 25A from sign posting.



Looking west along Middlessex Road, towards Southside Plaza from sign posting.

Signs Posted 11/6/2020
PUD-20-219
Manuela Apartments



Looking south-easterly towards Lakeside Pointe Apartments along CR 25A.



DRAFT SUMMARY MINUTES OF THE REGULAR MEETING
OF THE PLANNING COMMISSION
VENETIAN CENTER
THURSDAY, NOVEMBER 19TH, 2020 - 4:30 P.M.

The Planning Commission of the City of Leesburg held its regular meeting Thursday, November 19th, 2020, at Venetian Center.

Chairman Ted Bowersox called the meeting to order at 4:33 p.m.

The following Commission members were present:

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

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, OCTOBER 22ND, 2020

Commissioner Marshall moved to APPROVE the draft minutes from the OCTOBER 22ND, 2020 meeting. Commissioner Sanders SECONDED the motion, which PASSED by a vote of 7-0.

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.

1. PUBLIC HEARING CASE # PUD-20-219 – MANUELA APARTMENTS – PLANNED UNIT DEVELOPMENT ZONING

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE ZONING ON APPROXIMATELY 20.63 +/- ACRES FROM C-3 (HIGHWAY COMMERCIAL) AND R-2 (MEDIUM DENSITY RESIDENTIAL) TO PUD (PLANNED UNIT DEVELOPMENT) TO ALLOW FOR MIXED USE DEVELOPMENT FOR A PROPERTY GENERALLY LOCATED WEST OF U. S. HIGHWAY 27 AND NORTH OF COUNTY ROAD 25A AS LEGALLY DESCRIBED IN SECTION 34, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. **(CITY COMMISSION DATES ARE TENTATIVELY SCHEDULED FOR FIRST READING ON MONDAY, JANUARY 11TH, 2021 AND SECOND READING ON MONDAY, JANUARY 25, 2021)** (Manuela Apartments)

Dan Miller introduced case number #PUD-20-219 – Manuela Apartments – Planned Unit Development Zoning into the record and entered the exhibits into the record with maps and photo exhibits including aerial, zoning, future and surrounding land use, wetlands/flood zone maps, CRA maps, staff summary, departmental review summary, and staff recommendations.

Mr. Miller gave a background and explanation of the subject property, location current zoning, requests, went over the (PUD) Planned Unit Development conditions and standards.

Kandi Harper utilized a power point presentation to demonstrate the area of the proposed site for the case, and then Mr. Miller went over the zoning map for the record.

Mr. Miller read the Staff Recommendations for the case into the record; Staff recommended approval.

Greg Belliveau gave a detailed presentation of the subject property with exhibits for the record; project marker; not standard apartments; condominiums project, client; meeting next month with Superintendent of Schools and school board neighbors, market; teachers

only (living), shortage housing and teachers, identified for only teachers to purchase, Dec. meeting with school board; design complex, environmental assessment; done, worked with MPO & City of Leesburg, traffic study; completed, no improvements; level of service, road improvements 25A, driveway, tree survey; done, didn't wait for site plan, wetlands (on-site) western part, 25' buffer, existing trees; preserved, 25' buffer; entire property, fence west side, meeting with property owners, allowed uses; animal clinic, indoor recreation, office/medical uses, personal services, restaurant, retail sales, car wash, gas (convenient) etc. allowed 15,000 sq. ft., condominiums project; specific market, and continue to work with neighbors through this process.

Commissioner Sanders asked about the price range. Greg Belliveau replied come in around 175k-230k; depends on (city waivers), impact fees and gave a detailed explanation of government waiving fees. Commissioner Fitzpatrick expressed concern regarding parking spaces per unit. Greg Belliveau replied if we can alleviate some of the parking requirements; less parking, but meet code; reduce parking; by 25%, and reduce water retention.

Chairman Bowersox expressed concern regarding access points, traffic light, Planning stage; (Hwy 27), homes on north end; two story structures, increased traffic, wall, and fence. Greg Belliveau replied reviewed access points, improving multiple intersections, if required by FDOT; traffic light on Hwy 27, Lone Oak bypass; constrained on the south and east side, improvements; everything two story, no balconies; back of buildings, and 6' wall along western boundary; fence against a fence.

Chairman O'Kelley stated will the only access be on 25A, site plan shows entrance on Middlesex; and will Southwind have any traffic going into subdivision. Greg Belliveau replied yes sir; we want to leave them along.

Citizens' comments and concerns were based on: recommendation by Mr. Miller, explanation from Greg Belliveau, property value, continue to have trend; patio homes, stable neighborhood, one way in/out; property directly south; density; 8 units per acre; property maintained, 11 homes; most directly impacted by this development, fence 8' instead of 6' fence; matched, landscaping; code requirements (City of Leesburg); pictures provided, keeping trees in back, replacing tree; larger trees, green lights; build schedule, teachers; 175k-230k price range; Leesburg, intentions on teachers coming in; able to afford property, wetlands, sink holes; investigations, light, look; like shopping center, and access on Middlesex.

Greg Belliveau gave a presentation to address comments from citizens regarding development; tree survey; addressed, school board agreement, site plan; approval process, St. John Water Management District; approval, process of environmental assessment; identified wetlands, lines done, final engineering; site plan, conservation easements (all wetlands); preservation mode, whole southwest portion property; undeveloped, lighting issue; dark sky (City of Leesburg), parking lots, lighting; goes down, street lights; focused on property (per Code), Middlesex driveway access; lines up, City of Leesburg permits; approval, school impact fees/building impact fees (waived), cut price of houses, save on

price; homes, price reduction; 150k range, doesn't cut; quality, save money; and product stays the same.

Chairman Bowersox stated if the Commissioners have any questions.

Commissioner Sennett stated is the 8' fence is that doable. Greg Belliveau replied we will consider the 8' fence.

Chairman Bowersox close the discussion to the public, and entertain a motion.

Commissioner Haliday made motion to approve PUD-20-219 allowing a gas station on the corner.

Mr. Miller clarified for the record the request is to add a convenience with gas and 8' fence to the permitted use.

Commissioner Haliday made a MOTION for APPROVAL of case # PUD-20-219 – MANUELA APARTMENTS – PLANNED UNIT DEVELOPMENT ZONING
Commissioner Wood SECONDED the MOTION which CARRIED UNANIMOUSLY by a vote of 8- 0.

Chairman Bowersox announced the case# PUD-20-229 under new business has been postponed.

ANNOUNCEMENTS

Commissioner Wood made a motion to adjourn meeting.

ADJOURNMENT

Approximately 6:00 p.m.

Ted W. Bowersox, Chairman

Sabrina Mitchell, Administrative Assistant II

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.B.1.

Meeting Date: February 8, 2021

From: Dan Miller, (Planning and Zoning Manager)

Subject: An Ordinance of the City of Leesburg, Florida changing the zoning on approximately 31 +/- acres from PUD (Planned Unit Development) to PUD (Planned Unit Development) to allow for multi-family apartments for a property generally located south of east Dixie Avenue and West of South Lake Street, as legally described in Section 25, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date. (Lakes at Royal Palm)

Staff Recommendation:

Staff recommends approval of the request to amend the zoning on the subject property from PUD (Planned Unit Development) to PUD (Planned Unit Development) to allow for multi-family apartment development.

Analysis:

The property consists of approximately 31 acres, being generally located south of East Dixie Avenue and west of South Lake Street, as shown on the attached General Location Map. The property is currently zoned PUD (Planned Unit Development). The request is to rezone to PUD (Planned Unit Development) with amended conditions. The current use of the property is vacant and undeveloped. The proposal is for a multi-family residential project.

Surrounding the property are the zoning districts of PUD (Planned Unit Development), R-2 (Medium Density Residential) and R-3 (High Density Residential). The Future Land Use designation for the property is Neighborhood Mixed Use, with surrounding Future Land Use Map designations of General Commercial, Institutional, and Neighborhood Mixed Use. City of Leesburg utilities are available nearby.

The requests for changes to the PUD Document are minimal, including allowing the building to increase to four (4) stories from three (3), and deleting the expiration clause.

The Planning Commission held a public hearing on the application on December 17, 2020 and by a vote of 7 to 0, recommended approval.

Procurement Analysis:

N/A

Options:

1. Approve the proposed request; or
2. Other such action as the Commission may choose.

Fiscal Impact:

A significant positive fiscal impact for the City of Leesburg is anticipated upon development, in the form of ad valorem taxes, plus impact and ongoing utility fees.

Submission Date and Time:

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA CHANGING THE ZONING ON APPROXIMATELY 31 +/- ACRES FROM PUD (PLANNED UNIT DEVELOPMENT) TO PUD (PLANNED UNIT DEVELOPMENT) TO ALLOW FOR MULTI-FAMILY APARTMENTS FOR A PROPERTY GENERALLY LOCATED SOUTH OF EAST DIXIE AVENUE AND WEST OF SOUTH LAKE STREET, AS LEGALLY DESCRIBED IN SECTION 25, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (LAKES AT ROYAL PALM)

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

Section 1.

Based upon the petition of Bob Colvard, (Roundstone Development, LLC, 1603 LBJ Freeway, Suite 860, Dallas, Texas), the petitioner of the property hereinafter described, which petition has heretofore been approved by the City Commission of the City of Leesburg Florida, pursuant to the provisions of the Laws of Florida, the said property located in Lake County, Florida, is hereby rezoned from PUD (Planned Unit Development) to PUD (Planned Unit Development), to-wit:

(Legal Description)
(See Exhibit B)

Section 2.

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

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

THE CITY OF LEESBURG

Mayor

ATTEST:

City Clerk

**THE LAKES AT ROYAL PALMS
PUD (PLANNED UNIT DEVELOPMENT)
PLANNED DEVELOPMENT CONDITIONS
December 17, 2020**

These Planned Development Conditions for a PUD (Planned Unit Development) District are granted by the City of Leesburg Planning Commission, Lake County, Florida to **TAC-FL Holdings I, LLC, 2100 Powers Ferry Road, Suite 300, 30339**, or assigns, "Permittee" for the purposes and terms and conditions as set forth herein pursuant to authority contained in Chapter 25 "Zoning", Section 25-278 "Planned Development Process" of the City of Leesburg Code of Ordinances, as amended.

BACKGROUND: The "Permittee" has submitted an application requesting a PUD (Planned Unit Development) zoning district to permit a residential development consisting of multi-family residential units and/or other permitted uses on a site of approximately 31 acres within the City of Leesburg in accordance with their Planned Development application and supplemental information.

1. PERMISSION

Permission is hereby granted to **TAC-FL Holdings I, LLC, 2100 Powers Ferry Road, Suite 300, 30339**, or assigns to operate, and maintain a PUD (Planned Unit Development) development in and on real property in the City of Leesburg. The property is generally located south of Dixie Avenue and west of Lake Street. The property is more particularly described as shown in the attached legal description below.

2. LEGAL DESCRIPTION:

See Exhibit B.

3. LAND USE

The above-described property, containing approximately 31 acres, shall be used for multi-family and commercial uses pursuant to City of Leesburg development codes and standards.

A. Uses

- 1) Uses shall be those listed as permitted uses in the PUD district as amended in this document and shall occupy the approximate area as shown on the Conceptual Plan Exhibit C.
- 2) Permitted uses shall be as follows:
 - a. Multi-family residential
 - b. Commercial uses as accessory to the multi-family units.
 - c. Outdoor recreation as an accessory to residential uses
 - d. Any other similar uses which are considered accessory to permitted uses which does not adversely impact the adjoining properties do to traffic, noise, dust, etc.
- 3) Uses prohibited shall be as follows:
 - a. All other uses not specifically permitted by A.2) above.

B. Residential Development

- 1) The project shall contain a maximum of 248 multifamily residential units on approximately 31 acres at a gross density not to exceed eight (8) 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 combined average of all units shall not be less than 800 square feet.
- 4) The external architecture of the buildings at a minimum shall incorporate the same design elements of the elevation submitted as Exhibit D. Variations with similar characterizes may be approved by the Community Development Director.
- 5) The following minimum yard setbacks shall be maintained:
Front setback –100 feet;
Rear setback –50 feet; and
Side setbacks - minimum 200 feet on each side.
- 6) Minimum building setbacks shall be fifty (50) feet from any abutting residential district property boundaries.
- 7) Minimum distance between structures shall be 30 feet; measured from building wall to building wall.
- 8) Accessory structures shall have a minimum rear setback of 50 feet and side setback of 100 feet.
- 9) Impervious surface coverage shall not exceed 50 percent.
- 10) Maximum building height shall not exceed three (3) stories except for additional height approved by staff for roof, elevators, a/c units etc.
- 11) A minimum of fifty (50) percent of the site shall be developed as open space, including retention areas, buffer and landscaped areas. Parking areas and vehicle access areas shall not be considered in calculating open space.

C. Recreational Development

- 1) Recreational development shall include active and passive uses. Recreational development shall meet the requirements of the City of Leesburg Land Development Code (as amended) and adopted Growth Management Plan (as amended).
- 2) Recreational development provided on the site shall include active and passive uses, as well as enclosed or un-enclosed recreational space, devoted to the joint use of the residents. Such recreation space shall consist of not less than two hundred (200) square feet of space per dwelling unit. In computing usable recreation space, the following items may be considered at one and twenty-five hundredths (1.25) times

the actual area.

- a. Recreational activities such as tennis and hand ball courts, etc.
 - b. Developed recreational trails which provide access to the public trail system.
 - c. Swimming pool, including the deck area which normally surrounds such pools.
 - d. Indoor recreation rooms provided such rooms are permanently maintained for the use of residents for recreation.
- 3) Required stormwater areas and buffer areas shall not be considered as recreational space except for areas developed as recreational trails which provide access to the public trail system.
 - 4) The Planned Unit Development shall provide planned accessibility from all areas of the development to any proposed recreational facilities including pedestrian access where possible.
 - 5) The developer shall dedicate an easement for a walkway trail along the lake and construct a board walk in that easement for public access.
- D. Limited commercial uses shall be allowed within buildings designated for recreational use and shall be intended for the primary use of project residents except for Permitted Uses in 3.A.2). The location and intensity of such uses shall be approved by the City staff as part of the site plan review process. Examples of such uses are sales office, ATM or coffee shop etc.
- E. The commercial use of a sales office and/or model center shall be a permitted use as long as it is specifically related to the PUD residential development of the site.

4. SITE ACCESS

- A. Access to the site shall be provided by a minimum of one “boulevard style” access point which maybe gated as shown on the conceptual off Lake Ave. The one access shall be a primary access through divided boulevard type entrance. The other may be an emergency only access. The Lake Ave access shall line up with the Venetian Isles project access point to the east, where feasible. Any additional access shall be reviewed through the Traffic Study required and the City’s site plan review process. Final determination of the direction of traffic movement into and out of all permitted access points shall be determined through the Traffic Study as required by the City’s site plan review process.

5. DESIGN/ARCHITECTURAL REQUIREMENTS

- A. All structures on the property shall be required to meet the conditions of the City of Leesburg Architectural Standards of Section 25-360, (Ordinance 16-35), as applicable. In the absence of such standards, the following standards shall prevail.
- B. All buildings shall have a common architectural theme for each phase and the side of buildings which face residential areas or streets (public or private) shall be finished in the same materials as used in the front of buildings.
- C. 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 including sides and rear of buildings which shall be integrated with the front elevation materials and design.

- D. Mechanical units and roof equipment should be screened from view with parapet or other screening method so that mechanical equipment is not seen from public right-of-way and the adjacent residential property.
- E. 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 areas, tile 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 Community Development Director for compliance.
- F. Residential multi-family units shall be designed with elevations that are the same or similar to the attached elevations (See Exhibit D).
- G. Other similar design variations meeting the intent of this section may be approved at the discretion of the Planning and Zoning Manager.

6. WETLANDS

- A. 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 site plan application.
- B. Buildings or structures shall be a minimum of 50 feet from any wetland jurisdiction boundary.
- C. Wetlands 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.
- D. 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.

- E. 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.
- F. 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 construction plan application. The Permittee shall designate a responsible legal entity that shall implement and maintain the wildlife management plan.
- G. 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 homeowners association. The conservation easement shall require that the wetlands be maintained in their natural and unaltered state. Wetlands shall not be included as a part of any platted lot, other than a lot platted as a common area, which shall be dedicated to St. Johns River Water Management District or another legal entity such as a homeowners association for ownership and maintenance.

7. **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 site plan that demonstrates no direct discharge of stormwater runoff generated by the development into any wetlands or onto adjacent properties.
- B. A stormwater management system designed and implemented to meet all applicable St. Johns River Water Management District and City of Leesburg requirements.
- C. A responsible legal entity for the maintenance of the stormwater management system on the plat prior to the approval of the final plat of record. A homeowners association is an acceptable maintenance entity.
- D. The 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, and/or natural gas in accordance with the City of Leesburg Land Development Codes.

8. TRANSPORTATION IMPROVEMENTS

All transportation improvements shall be contingent upon site plan approval by City of Leesburg staff during development review/permit application. Said approval shall also be contingent upon review and approval by the MPO, Lake County and the Florida Department of Transportation where required.

- A. Traffic/Transportation Study

A traffic/transportation study shall be submitted prior to final site plan approval for review and determination of any necessary access improvements, including any off-site improvements required by FDOT, Lake County, the MPO or the City of Leesburg. Said improvements will be the responsibility of the Permittee.

- B. Roadway Improvements

The applicant shall provide all necessary roadway and intersection improvements within the development and its connection to Lake Street. Any offsite improvements required by FDOT, Lake County, MPO and City of Leesburg based on a current traffic analysis shall be the developer's responsibility and shall be reviewed by City staff during the site plan review process. Approval of all necessary permits and improvements as required by the City of Leesburg, the MPO, Lake County and FDOT shall include any needed right of way, signalization and improvements required to support the development.

- C. Internal Circulation

Drives and accesses shall be constructed within the interior of the development such that continuous vehicular access is available among and between all structures within the development.

- D. At such time that traffic improvements are required at the intersection of Lake Street and Dixie Avenue and the proposed project entrance, the City shall determine based on any additional development on the east side of Lake Street any developer's payment of pro-rata sharing of the cost of the improvements.

9. LANDSCAPING AND BUFFER REQUIREMENTS

- A. All landscaping and buffering shall be in accordance with regulations contained within the City of Leesburg Code of Ordinances including;

- 1) For each one hundred (100) linear feet, or fraction thereof, of boundary, the following plants shall be provided in accordance with the planting standards and requirements of the City of Leesburg Code of Ordinances, as amended.
 - a. Two (2) canopy trees
 - b. Two (2) ornamental trees
 - c. Thirty (30) shrubs
 - d. The remainder of the buffer area shall be landscaped with grass, groundcover, and/or other landscape treatment.
 - e. Existing vegetation in the required buffer shall be protected during construction.

- B. A vegetative landscape buffer area of a minimum of twenty-five (25) feet shall also be constructed and/or maintained in all areas adjacent to residential zoning classifications. Said vegetative buffer shall consist of existing trees and the required fence. A plan for the buffer shall be submitted to, and approved by, the Planning & Zoning Division during the site plan review process prior to issuance of a building permit.
- C. A buffer along adjacent parcels to the north, east and south consisting of a six (6) foot solid PVC fence shall be used as a visual and security buffer for adjacent residential areas. The fence shall include a continuous decorative cap and end column features where applicable. (See Exhibit E)
- D. Variations to the landscape requirements of the code may be approved by the Community Development Director, as long as the intent of the PUD and the Landscaping Code are maintained including consideration of existing natural vegetative buffers.

10. MAINTENANCE

- A. With the exception of public utilities, maintenance of all site improvements, including but not limited to drives, internal sidewalks, landscaping and drainage shall be the responsibility of the owner.

11. DEVELOPMENT PHASING

- A. The proposed project may be constructed in phases in accordance with the Planned Unit Development Conditions and Conceptual Plan. Changes to the Development Plan, other than those conditions described in this agreement, shall be revised in accordance with the Planned Development review process.

12. MISCELLANEOUS CONDITIONS

- A. The uses of the proposed project shall only be those uses identified in the approved Planned Development Conditions. Any other proposed use must be specifically authorized in accordance with the Planned Development amendment process.
- B. No person, firm or corporation shall erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building structure, or alter the land in any manner without first submitting the necessary plans and obtaining appropriate approvals in accordance with the City of Leesburg Codes.
- C. Construction and operation of the proposed use(s) shall at all times comply with City and other governmental agencies rules and regulations.
- D. The transfer of ownership or lease of any or all of the property described in this PUD Agreement shall include in the transfer or lease agreement, a provision that the purchaser or lessee is made good and aware of the conditions pertaining to the Planned Unit Development established and agrees to be bound by these conditions. The purchaser or lessee may request a change from the existing plans and conditions by following the procedures as described in the City of Leesburg Land Development Code, as amended.
- E. These PUD Conditions shall inure to the benefit of, and shall constitute a covenant running with the land and the terms, conditions, and provisions hereof, and shall be binding upon the present owner and any successor or assigns and shall be subject to each and every

condition herein set out.

13. CONCURRENCY

As submitted, the proposed zoning change may result in demands on public facilities which would exceed the current capacity of some public facilities, such as, but not limited to roads, sewage, water supply, drainage, solid waste, parks and recreation, schools and emergency medical facilities. However, no final development order (site plan and building permits) shall be granted for a 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.

A. 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 mains, since existing facilities in the service area are not adequate, 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.

B. Commitment of Capacity

There are no previous commitments of any existing or planned excess capacity.

C. Ability to Provide Services

The City intends to provide water, wastewater and reclaimed water services within its service area for the foreseeable future.

LEGAL DESCRIPTION

EXHIBIT B

Commencing at the Northwest corner of the SW1/4 of Section 25, Township 19 South, Range 24 East, Lake County, Florida, run South along the West line of said SW 1/4 a distance of 60.43 feet to the South right of way of Dixie Avenue; thence East along said South right of way 1285.48 feet to the West right of way line of Lake Street; thence South along said West right of way 1010.00 feet to the point of beginning. From said point of beginning, run West, parallel to and 1010.00 feet South of aforesaid South right of way of Dixie Avenue, a distance of 1030 feet, more or less, to the waters of Lake Harris and a point designated as Point "A"; begin again at the point of beginning and run South along the aforesaid West right of way line of Lake Street and said line extended 1170 feet, more or less, to the waters of Lake Harris; thence Northwesterly along and with said waters of Lake Harris to intersect aforesaid Point "A" and the end of this description.

CONCEPTUAL SITE PLAN

EXHIBIT C



01 SCHEMATIC EXTERIOR ELEVATION
SCALE: 1/8" = 1'-0"
TYPICAL

**THE LAKES AT ROYAL PALM
LEESBURG, FLORIDA**

DATE: 09/25/2020
PROJECT NUMBER:
SCHEMATIC:
REVISIONS:

ARCHITECT:
BRIAN RUMSEY
875 JUNCTION DRIVE
ALLEN, TEXAS 75013
P: 972.398.6644

000000000

Brian RUMSEY

PRELIMINARY
NOT FOR
CONSTRUCTION

DATE: 09/25/2020
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DATE: 09/25/2020
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SCHEMATIC:
REVISIONS:

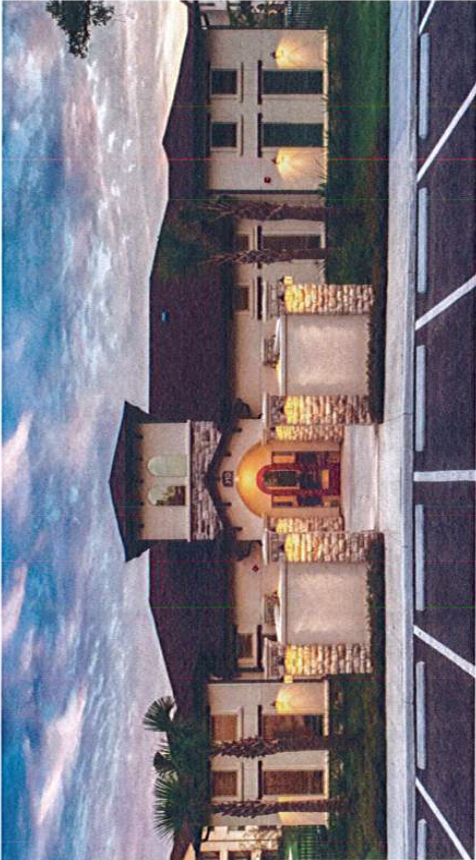
ARCHITECT:
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Brian RUMSEY

PRELIMINARY
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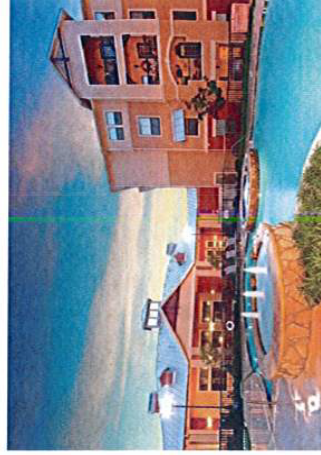
**The Pines
Deland,
Volusia County,
Florida**

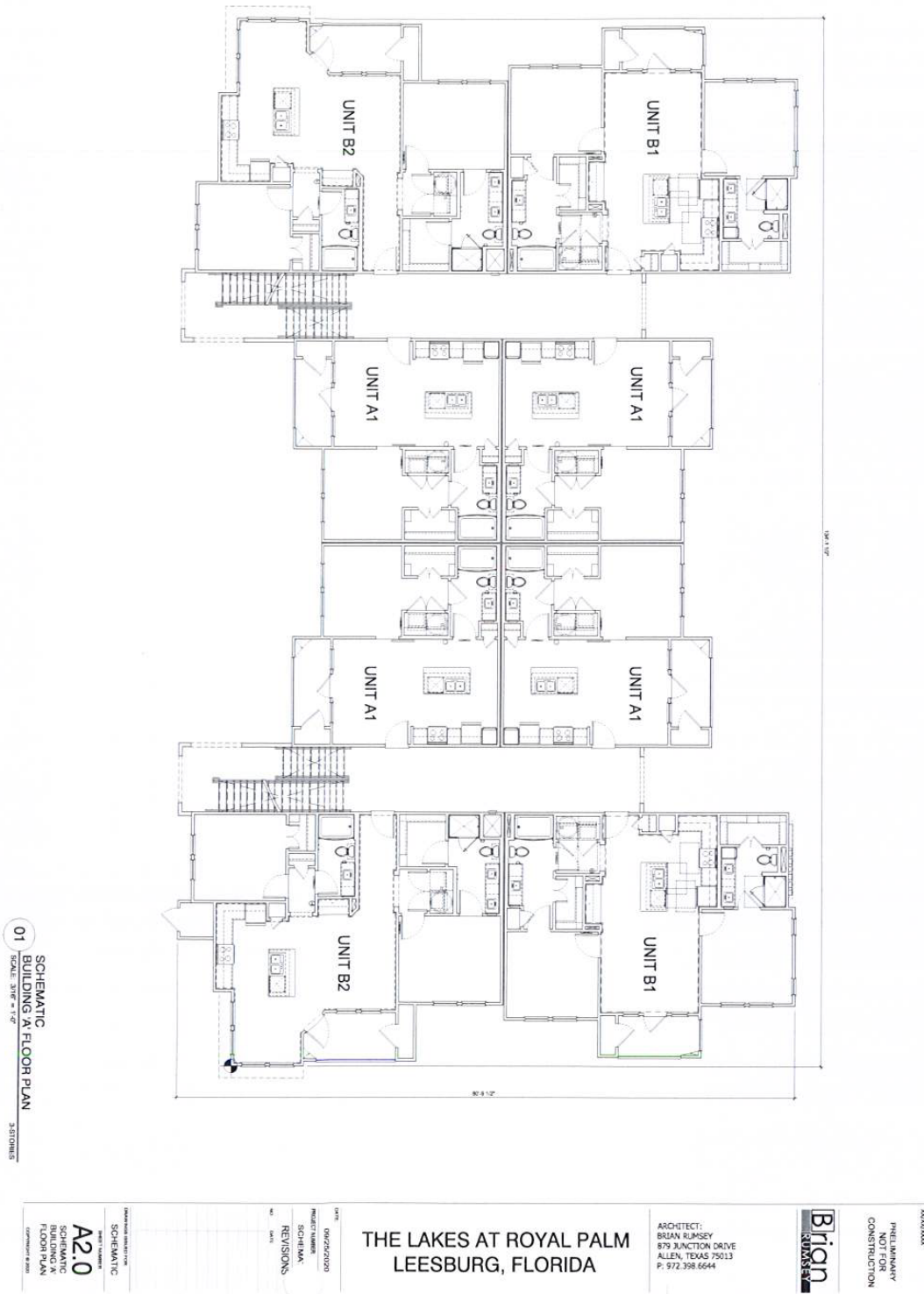


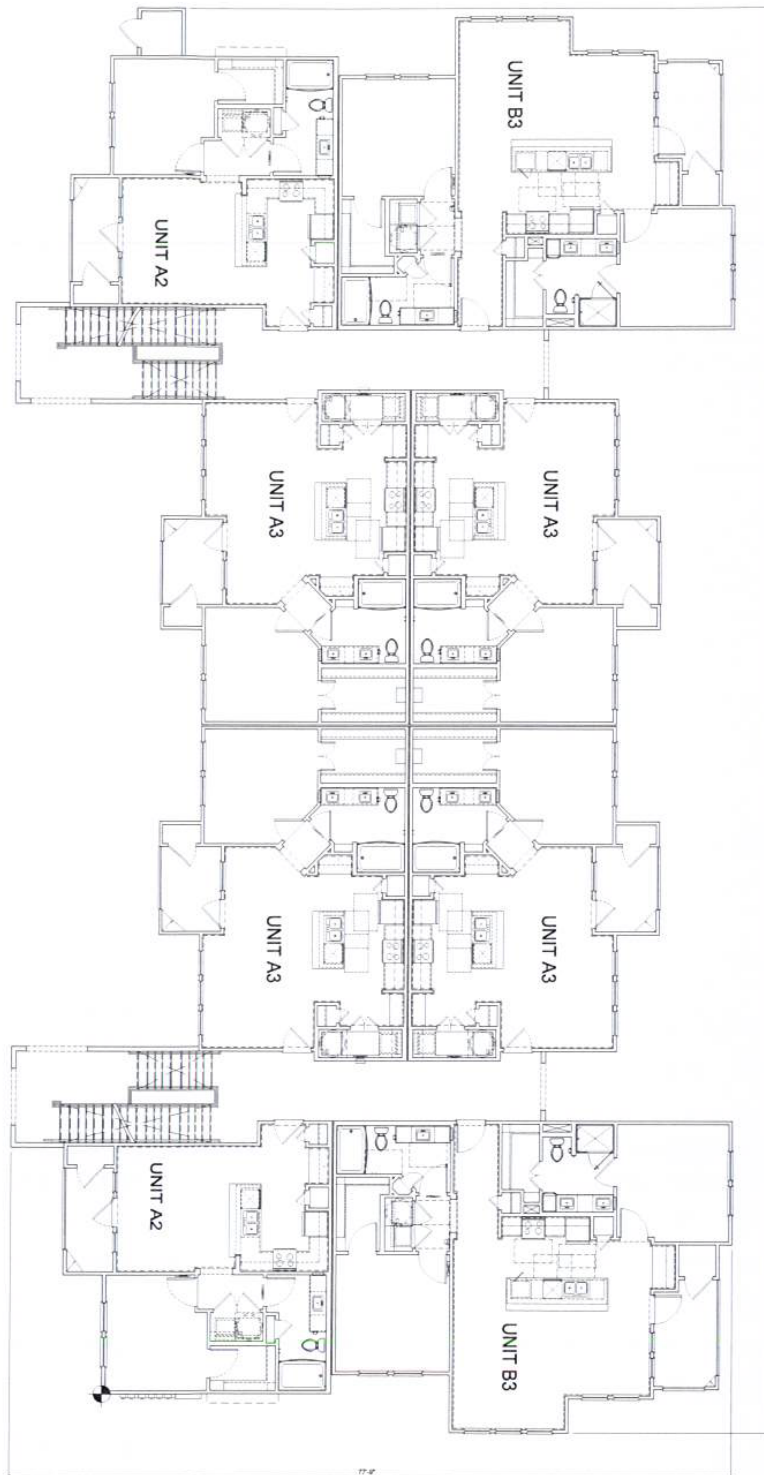


The Lodges at Pinellas
Park, Pinellas Park,
Florida

Chase Oaks
Plano, Texas

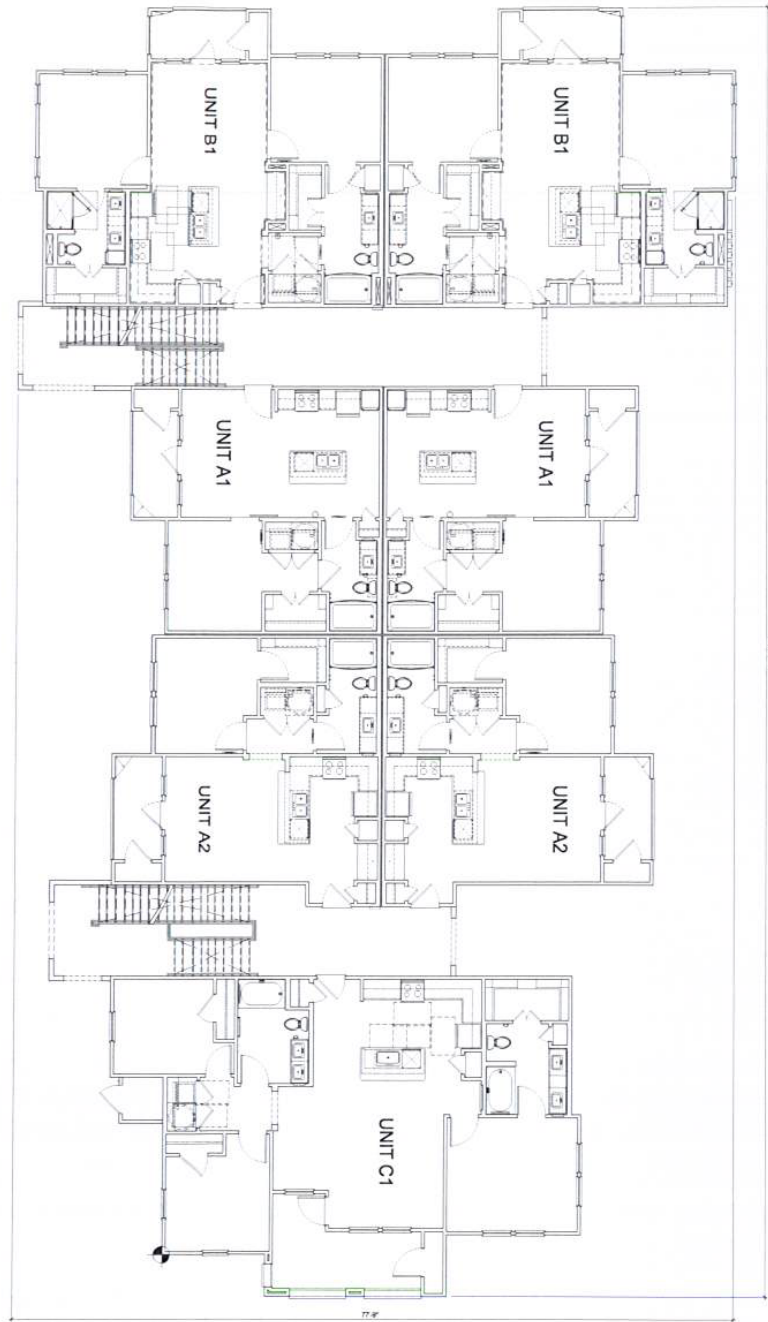






01 SCHEMATIC
BUILDING B FLOOR PLAN
SCALE: 3/8" = 1'-0"

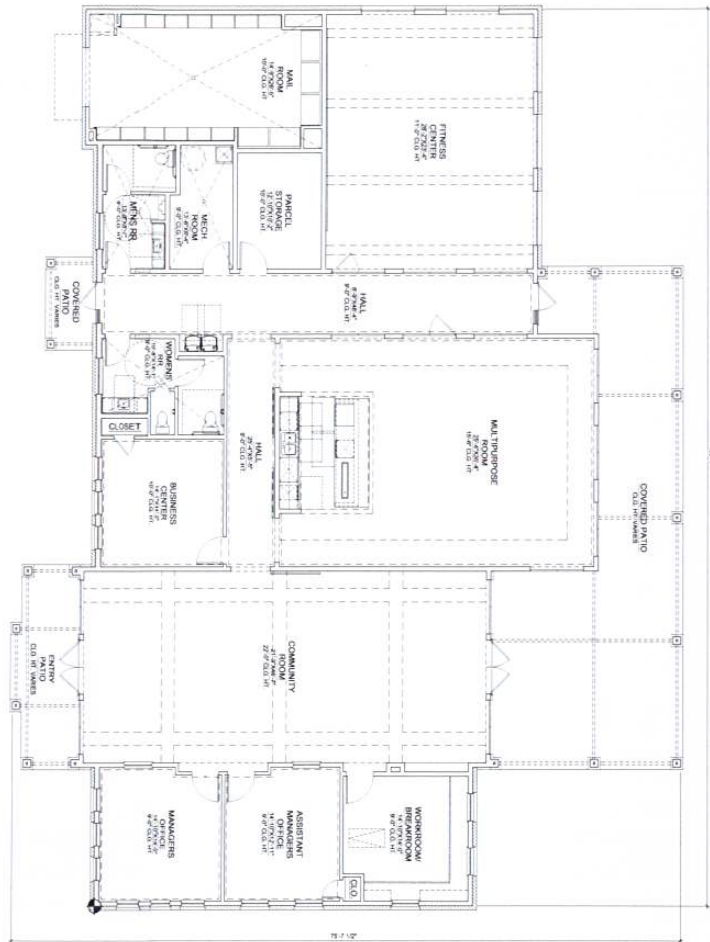
NO. 00000000 PRELIMINARY CONSTRUCTION Brian KIMBLE	ARCHITECT: BRIAN KIMBLE 879 JUNCTION DRIVE ALLEN, TEXAS 75013 P: 972.398.6644	DATE: 09/25/2020 PROJECT NUMBER: SCHEMATIC REVISIONS:	DATE: 09/25/2020 PROJECT NUMBER: SCHEMATIC REVISIONS:	THE LAKES AT ROYAL PALM LEESBURG, FLORIDA	DATE: 09/25/2020 PROJECT NUMBER: SCHEMATIC REVISIONS:
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01 SCHEMATIC
BUILDING 'C' FLOOR PLAN
SCALE: 3/8" = 1'-0"

3-STORIES

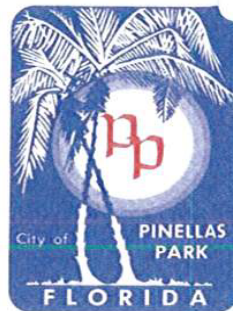
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DATE: 09/25/2020 PROJECT: SCHEMATIC REVISIONS: DATE:	THE LAKES AT ROYAL PALM LEESBURG, FLORIDA	ARCHITECT: BRIAN RUMSEY 879 JUNCTION DRIVE ALLEN, TEXAS 75013 P. 972.398.6644		NO. 002-00000
				PHIL LINDANAY CONSTRUCTION

City of
PINELLAS PARK

5141 78TH AVE. • P.O. BOX 1100
PINELLAS PARK, FL 33780-1100



FLORIDA

PHONE • (727) 541-0700
FAX • (727) 544-7448
SUNCOM • 969-1011

March 13, 2013

Robert Colvard
Roundstone Development
420 Snug Harbor Drive
Merritt Island, FL 32953

Re: letter of reference

To Whom it may concern:

To all let it be known that I had the distinct pleasure of working with the agents and staff of **Roundstone Development** in the development of a planned unit development master plan for the construction of a 120 unit rental apartment community with provisions for affordable housing and transit amenities located on the City's "Main Street," Park Boulevard. Given its highly visible location, the City was interested in a product that would make a positive visual statement while also providing needed workforce housing proximate to Carruth Health Education campus of St. Petersburg College for its student population as well as the many local retail employees. Quite simply, **Roundstone** delivered. The result is a very architecturally pleasing development that sets the quality standard for multi-family housing on Park Boulevard. With Roundstone one will find a very responsive development team that delivers quality and community equity in each phase of their work. I can only hope that **Roundstone** can find additional opportunities to develop in our city knowing the value they can bring to our neighborhoods and the trust that we can easily rely on.

Sincerely:


Dean R. Neal, AICP
Zoning Director



July 9, 2012

Re: The Fairways at Sammons Park
Southwest Corner of West Adams and 43rd Street
Temple, TX 76502

To Whom It May Concern:

Please accept this letter as a letter of support from the City of Temple for an affordable housing project that was recently built in Temple, Texas called the Fairways at Sammons Park. Below is a summary of our experience with Roundstone Development.

As the project liaison, I experienced a high level of professionalism, flexibility, and care by Roundstone Development. The development group was very responsive to our requests for information and other documentation necessary for the City to achieve a satisfactory comfort level with the project. Mr. Clifton Phillips personally provided us a tour of one of their existing projects.

Now that the project is complete and operational, we are very pleased with the results. The facility is excellent in quality and is well perceived in the community.

I hope that this information is helpful in your decision-making process. Should you need additional information, please feel free to contact me at 254-298-5600.

Sincerely,

Kim Foutz
Assistant City Manager

cc: Clifton Phillips
2010 Valley View Lane, Ste 210
Farmers Branch, TX 75234

Office of the City Manager 2 North Main, Suite 304 Temple, Texas 76501
254.298.5600 (ph) 254.298.5459 (fax)

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

DATE: November 10, 2020
OWNER: TAC-FL Land Holdings 1, LLC
PETITIONER: Roundstone Development
PROJECT: The Lakes at Royal Palm Phase I and Phase II
REQUEST: PUD (Planned Unit Development)
CASE NO.: PUD-20-229

GENERAL LOCATION: The property is generally located south of East Dixie Avenue and West of South Lake Street.

FUTURE LAND USE DESIGNATION:
Neighborhood Mixed Use

SURROUNDING FUTURE LAND USE DESIGNATION:

North —	General Commercial
South —	Lake Harris
East —	Institutional; Neighborhood Mixed Use; Estate Residential
West —	Conservation; Lake Harris

PROPOSED FUTURE LAND USE DESIGNATION:
N/A

EXISTING ZONING DESIGNATION: PUD (Planned Unit Development)

SURROUNDING ZONING DESIGNATIONS:

North —	R-3 (High Density Residential)
South —	Lake Harris
East —	PUD (Planned Unit Development); R-2 (Medium Density Residential)
West —	Lake Harris; P (Public)

PROPOSED ZONING DESIGNATION:
PUD (Planned Unit Development)

EXISTING LAND USE: Vacant acreage.

SURROUNDING LAND USE:

North —	Professional Offices (medical)
South —	Lake Harris
East —	Residential (Assisted Living); Residential (vacant); Commercial (under development)
West —	Lake Harris

PROPOSED LAND USE: Multi-family apartments



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

DATE: December 17, 2020
OWNER: TAC-FL Land Holdings 1, LLC
PETITIONER: Roundstone Development
PROJECT: The Lakes at Royal Palm Phase I and Phase II
REQUEST: PUD (Planned Unit Development)
CASE NO.: PUD-20-229

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-3 (High Density Residential), R-2 (Medium Density Residential) and PUD (Planned Unit Development).
2. The proposed request is compatible with the adjacent future land use designations of City of Leesburg General Commercial, Institutional, Neighborhood Mixed Use, and Estate Residential.
3. The proposed zoning designation for the site is consistent with the City's Growth Management Plan, Future Land Use Element, Goal I, Objective 1.6.

Action Requested:

1. Vote to approve the request to modify the conditions of approval of the current Planned Unit Development to amend the permitted uses and forward the recommendation to the City Commission for consideration.



DRAFT SUMMARY MINUTES OF THE REGULAR MEETING
OF THE PLANNING COMMISSION
VENETIAN CENTER
THURSDAY, DECEMBER 17TH, 2020 - 4:30 P.M.

The Planning Commission of the City of Leesburg held its regular meeting Thursday, December 17th, 2020, at Venetian Center.

Chairman Ted Bowersox called the meeting to order at 4:29 p.m.

The following Commission members were present:

Ted Bowersox – Chairman
John O'Kelley
Michael Fitzpatrick
Alfred Haliday
Chris Wood
Nathaniel Sanders
Tim Sennett

The following Commission members were absent:

Frazier Marshall
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, NOVEMBER 19TH, 2020**

Commissioner Sennett moved to APPROVE the draft minutes from the NOVEMBER 19TH, 2020 meeting. Commissioner Wood SECONDED the motion, which PASSED by a vote of 7- 0.

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

Sabrina Mitchell swore in the new members of the Planning Commission Board.

1. PUBLIC HEARING CASE # PUD-20-229 – THE LAKES AT ROYAL PALM PHASE I AND PHASE II – PLANNED UNIT DEVELOPMENT

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE ZONING ON APPROXIMATELY 31 +/- ACRES FROM PUD (PLANNED UNIT DEVELOPMENT) TO PUD (PLANNED UNIT DEVELOPMENT) TO ALLOW FOR MULTIFAMILY APARTMENTS FOR A PROPERTY GENERALLY LOCATED SOUTH OF EAST DIXIE AVENUE AND WEST OF SOUTH LAKE STREET, AS LEGALLY DESCRIBED IN SECTION 25, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. **(CITY COMMISSION DATES ARE TENTATIVELY SCHEDULED FOR FIRST READING ON MONDAY, FEBRUARY 8, 2021 AND SECOND READING ON MONDAY, FEBRUARY 22, 2021)** (Lakes Royal Palm PH I & II PUD)

Dan Miller introduced case number #PUD-20-229 – The Lakes at Royal Palm Phase I and Phase II – 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 and explanation of the subject property, location current zoning, requests, went over the changes to the current (PUD) Planned Unit Development conditions under Ordinance 13-38.

Kandi Harper utilized a power point presentation to demonstrate the area of the proposed site for both cases.

Department Review Summary: This case was sent out to all the different departments for review, no substantive comments or objections received from the departments. Electric Department will require an easement and that's standard in the development process. No comments from the Public.

Mr. Miller stated for the record page two of the (PUD) Planned Unit Development under land use which comes under 3.B.10; currently says maximum building height will be three story; staff doesn't have an objection; if units go up to four story, don't know builder; currently four story; model three story; staff doesn't have a problem either way.

Dan Miller stated that we received a couple of letters of recommendations from the City of Pinellas Park; Zoning Department, Dean Neal and City of Temple Texas; Assistant City Manager, Kim Fought showing that they had worked with them well.

Mr. Miller read the Staff Recommendations into the record; Staff recommended approval for the case.

Chairman Bowersox expressed concern regarding the approximate distance from the buildings to Lakefront.

Dan Miller went over the wetland/flood zone map; developer land; north/east and stated these all fit within that area (PUD) a couple of sections wetlands and flood zones; protection.

Commissioner Sennett expressed concern regarding minimum sq ft. Mr. Miller replied the minimum requirements in the City code is 750'; will review.

Bob Colvard with Roundstone Development representing the seller of the property; property under contract, stated we are just updating of a PUD; nothing new, other than a few minor changes, fit current mold that has already in place; provision about expiration clause going away.

Dan Miller stated expiration clause not needed on this one.

Bob Colvard reviewed conceptual site plan; set at three story, worked around those wetlands; make change to four stories; lower footprint, allow green space; would be nice.

Dan Miller replied if someone could make a motion to change to four story maximum and 750' minimum.

Bob Colvard read into the record the current site plan configurations; bedroom types and sizes.

Chairman Bowersox stated any other questions from the applicant.

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

Commissioner Sennett made a MOTION for APPROVAL of case # PUD-20-229 -- THE LAKES AT ROYAL PALM PHASE I AND PHASE II - PLANNED UNIT DEVELOPMENT With The Following Changes Add To It A Minimum 750' Per Unit And Change It To Four Story Maximum Commissioner Wood SECONDED the MOTION which CARRIED UNANIMOUSLY by a vote of 7 - 0.

DISCUSSION

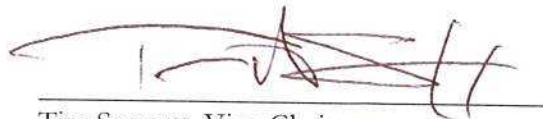
ANNOUNCEMENTS

Chairman Bowersox stated he appreciates Sabrina Mitchell for moving the meetings to the small room. Chairman Bowersox stated we need to appoint a Vice-Chair. Dan Miller replied in January we will make those selections; first item on our agenda.

Dan Miller stated he worked out with the Recreation Department to have the small room except for September; already booked, may move (big room), due to the pandemic. Chairman Bowersox stated if ever be potential to have Planning Commission meetings at City Hall; Mr. Miller replied once the pandemic is over.

ADJOURNMENT

Approximately 4:51p.m.

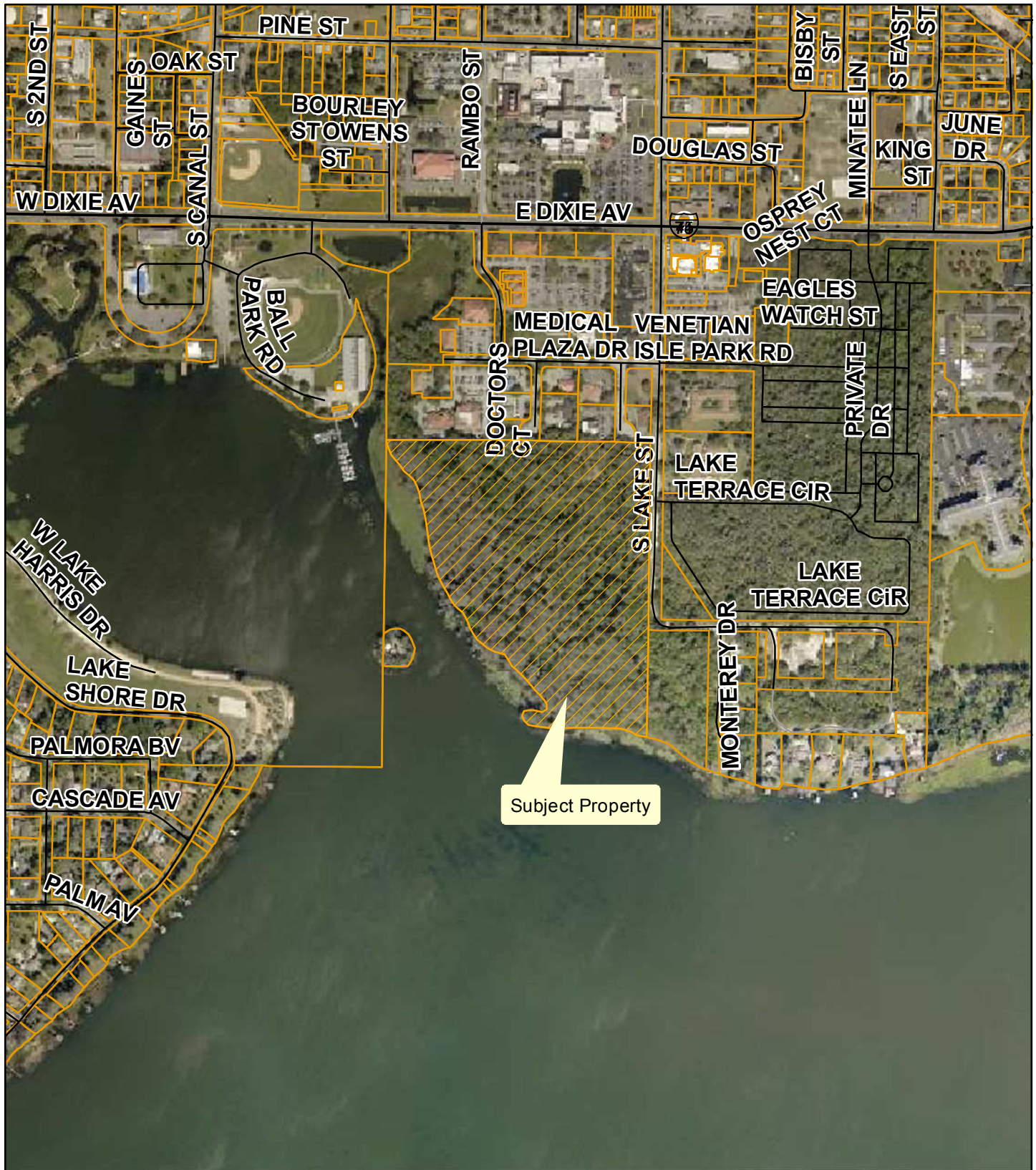
A handwritten signature in dark ink, appearing to read 'Tim Sennett', written over a horizontal line.

Tim Sennett, Vice-Chairman

A handwritten signature in dark ink, appearing to read 'Sabrina Mitchell', written over a horizontal line.

Sabrina Mitchell, Administrative Assistant II

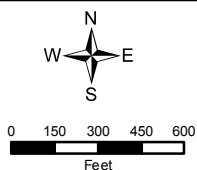
Aerial



Subject Property

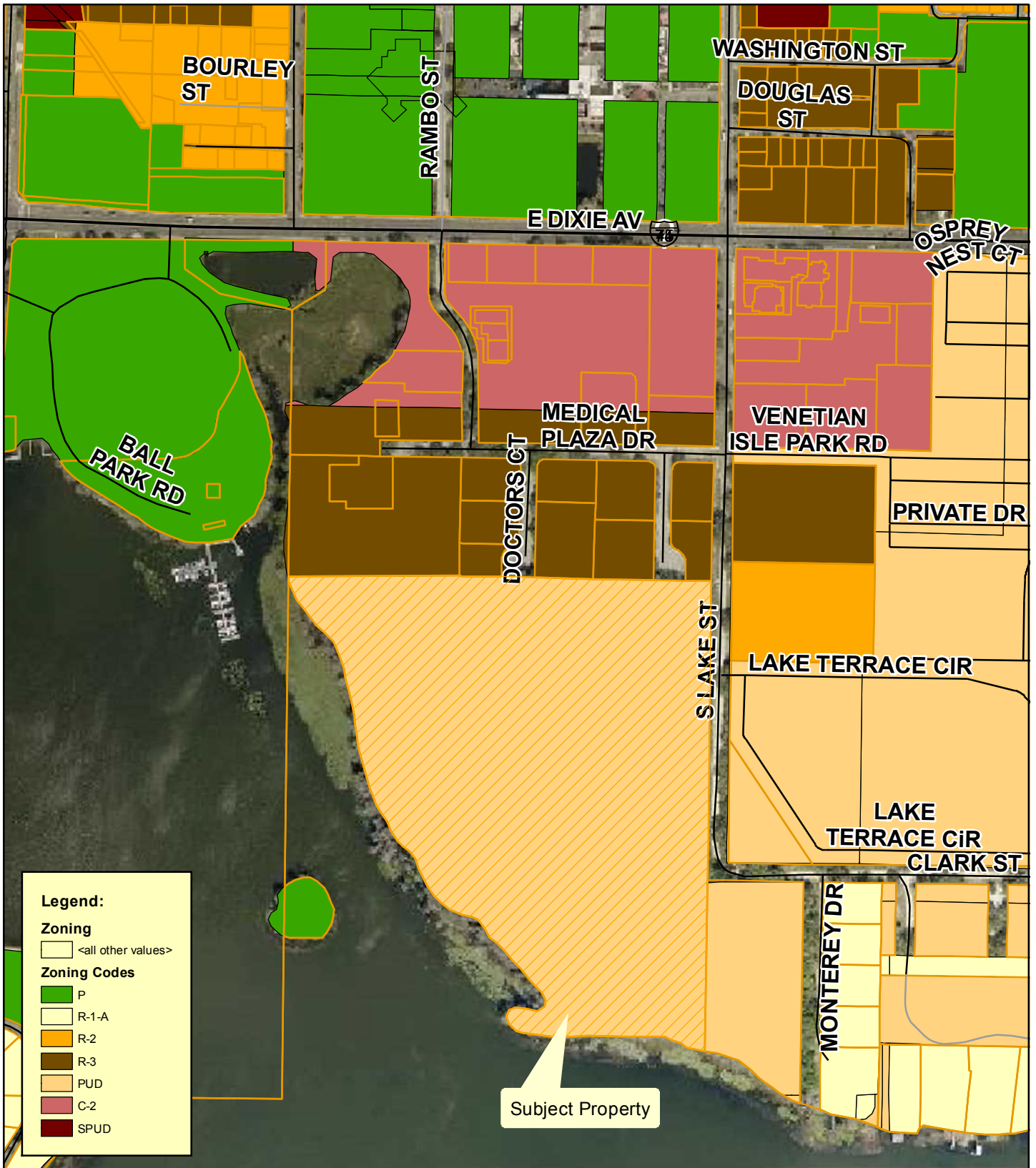


**Planning
& Zoning
Division**

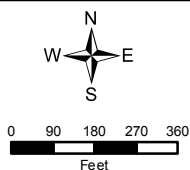


PUD-20-229 The Lakes at Royal Palm Phase I and II
TAC - FL Land Holdings I LLC
AK#: 2582154
Section 25, Township 19 South, Range 24 East
October 8, 2020

Zoning



**Planning
& Zoning
Division**

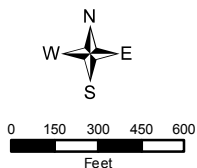


PUD-20-229 The Lakes at Royal Palm Phase I and II
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October 8, 2020

PROPOSED Zoning

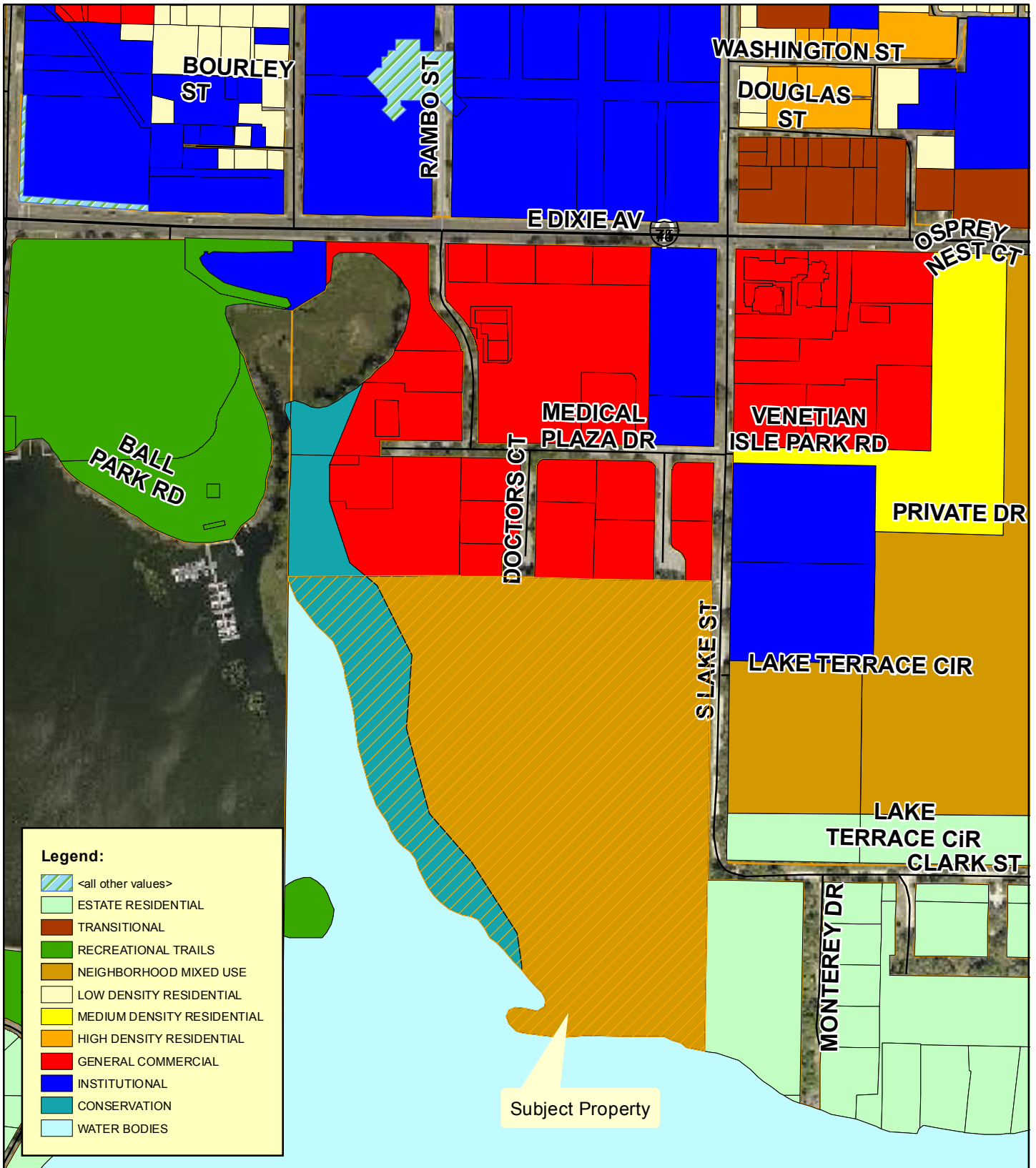


**Planning
& Zoning
Division**

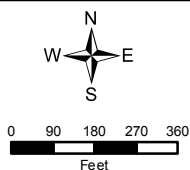


PUD-20-229 The Lakes at Royal Palm Phase I and II
TAC - FL Land Holdings I LLC
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Section 25, Township 19 South, Range 24 East
October 8, 2020

Future Land Use



**Planning
& Zoning
Division**

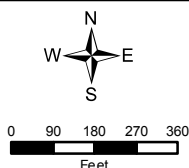


PUD-20-229 The Lakes at Royal Palm Phase I and II
TAC - FL Land Holdings I LLC
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Section 25, Township 19 South, Range 24 East
October 8, 2020

Surrounding Land Uses

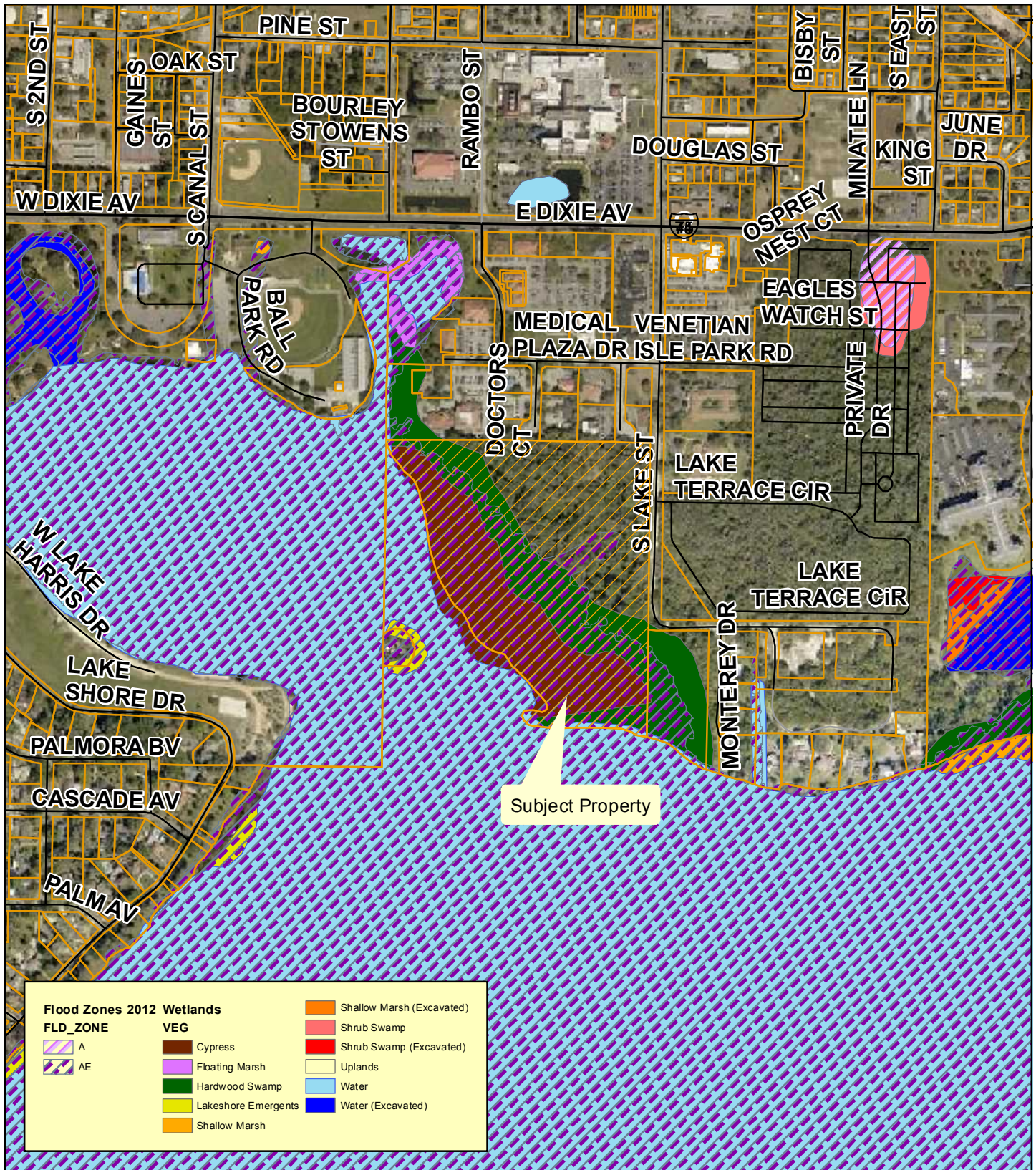


**Planning
& Zoning
Division**

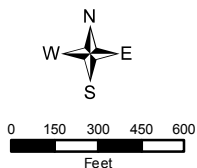


PUD-20-229 The Lakes at Royal Palm Phase I and II
TAC - FL Land Holdings I LLC
AK#: 2582154
Section 25, Township 19 South, Range 24 East
October 8, 2020

Wetlands and Flood Zones



**Planning
& Zoning
Division**

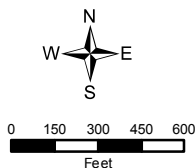


PUD-20-229 The Lakes at Royal Palm Phase I and II
TAC - FL Land Holdings I LLC
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Section 25, Township 19 South, Range 24 East
October 8, 2020

Community Redevelopment Area

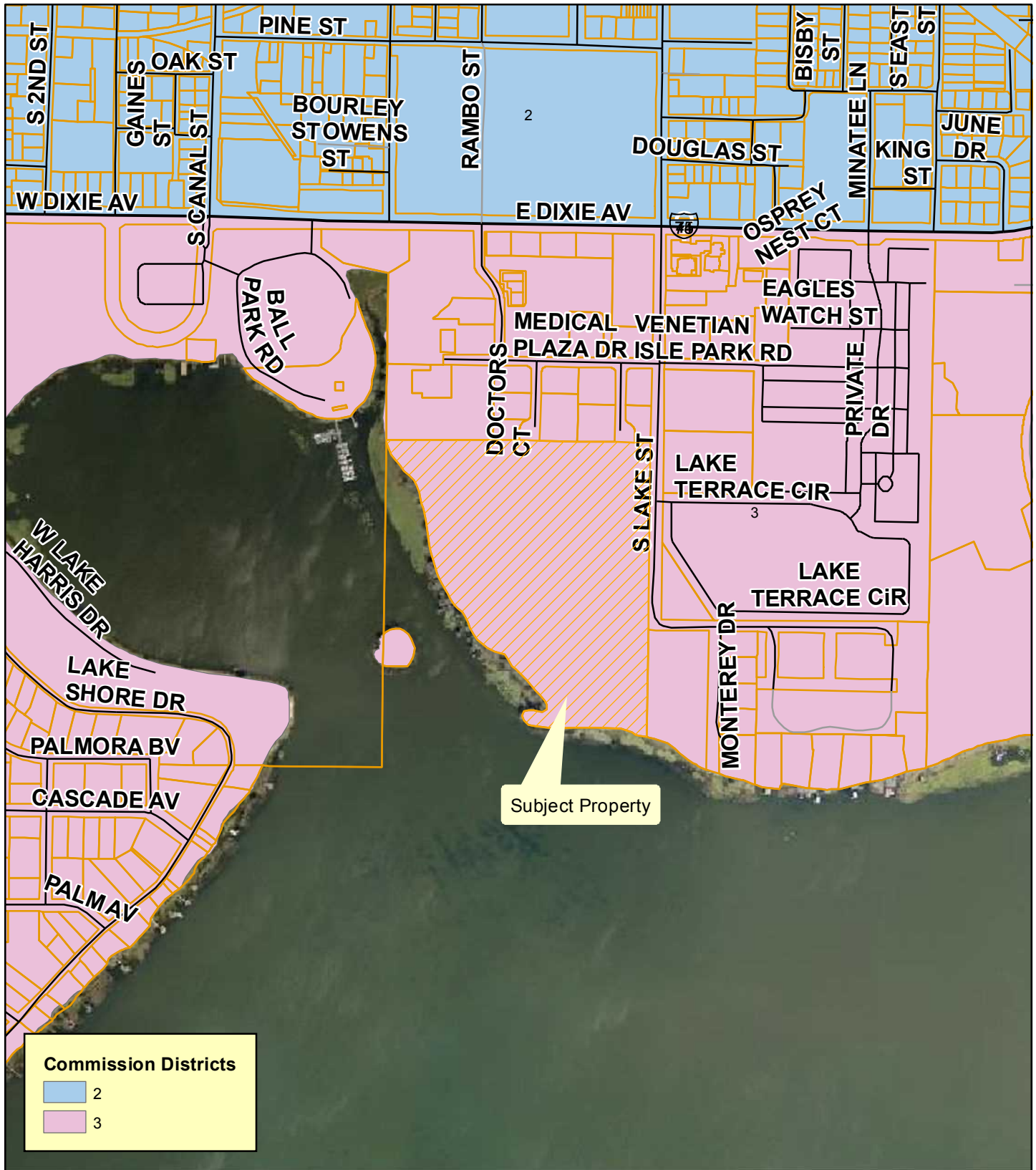


**Planning
& Zoning
Division**

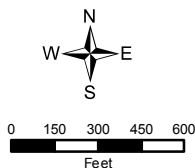


PUD-20-229 The Lakes at Royal Palm Phase I and II
TAC - FL Land Holdings I LLC
AK#: 2582154
Section 25, Township 19 South, Range 24 East
October 8, 2020

Commission District



**Planning
& Zoning
Division**



PUD-20-229 The Lakes at Royal Palm Phase I and II
TAC - FL Land Holdings I LLC
AK#: 2582154
Section 25, Township 19 South, Range 24 East
October 8, 2020

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.C.1.

Meeting Date: February 8, 2021

From: Al Minner, (City Manager)

Subject: Initial Review - Proposed Five (5) Single Member Commission Districts

Staff Recommendation:

Pursuant to the November 2020 election referendum, the City Manger has composed a report for the Commission to consider in creating five (5) Single Member Commission Districts.

Analysis:

Procurement Analysis:

Options:

Fiscal Impact:

Submission Date and Time:

Redistricting Proposal

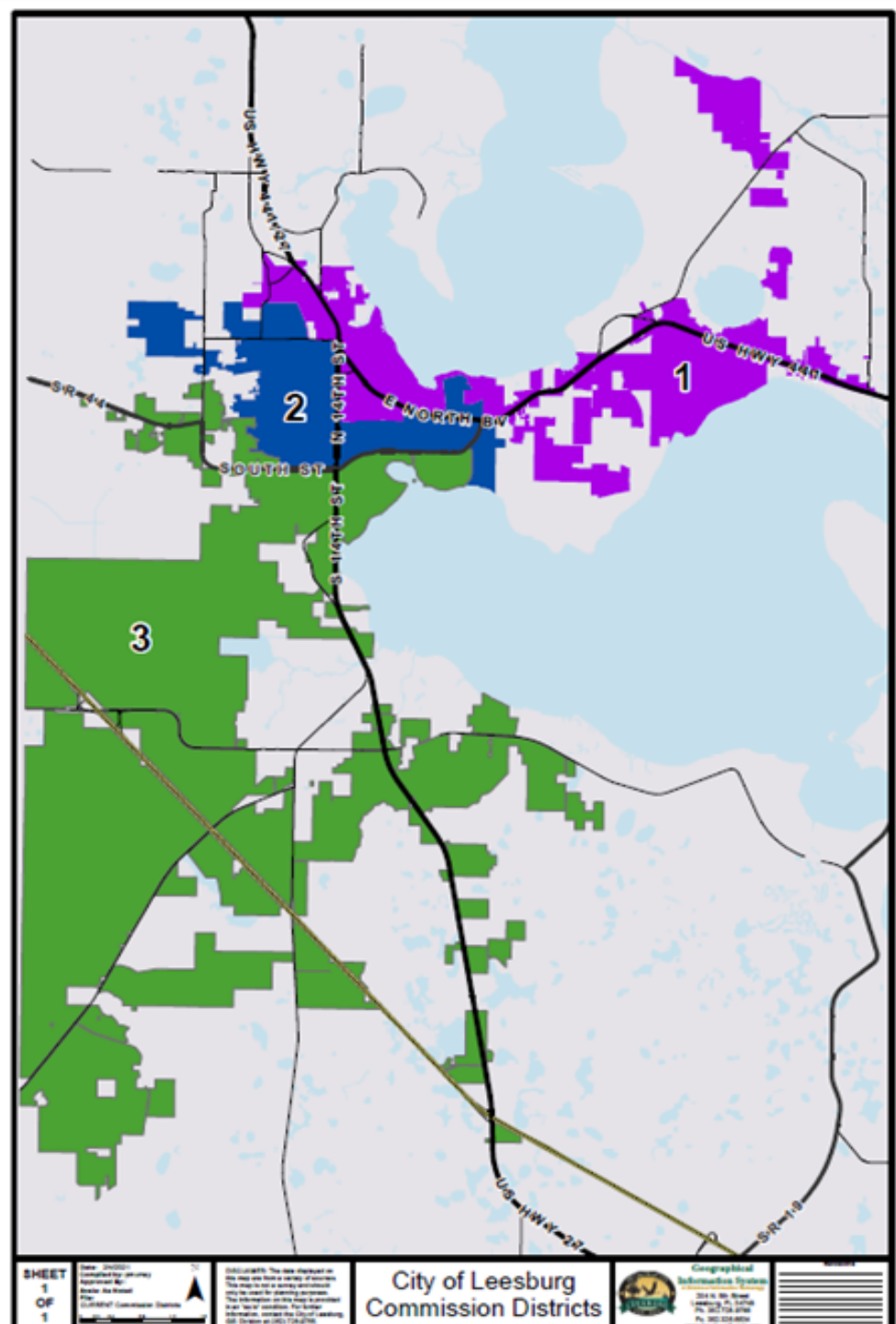


Creating 5 Single Member Commission Districts



Current Leesburg Districts

- 3 – Single Member Districts
- 2 – At-Large Members



Current District Demographics – Past/Present



DISTRICT	DISTRICT POPULATION	WHITE	AFR AMR
1	4,188	3,623	549
DISTRICT PERCENT		86.51%	13.11%
2	4,456	1,602	2,815
DISTRICT PERCENT		35.95%	63.17%
3	4,547	4,504	28
DISTRICT PERCENT		99.05%	0.62%
TOTAL	13,191	9,730	3,393
CITY WIDE		73.76%	25.72%

DISTRICT #1									
	2020 CENSUS TRACK POPULATION	WHITE	AFR AMR	NATIVE AMER	ASIAN	PAC ISLDER	OTHER	TWO OR MORE	HISPANIC
SUBTOTALS	7,057	5,107	986	27	249	21	220	201	701
DISTRICT PERCENTAGE		72.37%	13.97%	0.38%	3.53%	0.30%	3.12%	2.85%	9.93%
CITY WIDE PERCENTAGE		65.13%	25.54%	0.29%	1.62%	0.16%	4.34%	2.93%	11.14%
DISTRICT #2									
	2020 CENSUS TRACK POPULATION	WHITE	AFR AMR	NATIVE AMER	ASIAN	PAC ISLDER	OTHER	TWO OR MORE	HISPANIC
SUBTOTALS	9,700	4,436	4,038	31	94	20	584	362	1,353
DISTRICT PERCENTAGE		45.73%	41.63%	0.32%	0.97%	0.21%	6.02%	3.73%	13.95%
CITY WIDE PERCENTAGE		65.13%	25.54%	0.29%	1.62%	0.16%	4.34%	2.93%	11.14%
DISTRICT #3									
	2020 CENSUS TRACK POPULATION	WHITE	AFR AMR	NATIVE AMER	ASIAN	PAC ISLDER	OTHER	TWO OR MORE	HISPANIC
SUBTOTALS	8,185	6,454	1,076	22	102	6	305	223	835
DISTRICT PERCENTAGE		78.85%	13.15%	0.27%	1.25%	0.07%	3.73%	2.72%	10.20%
CITY WIDE PERCENTAGE		65.13%	25.54%	0.29%	1.62%	0.16%	4.34%	2.93%	11.14%

November 2020 Referendum



- To Prepare for Growth – The City Commission Passed Ordinance 20-25, Which Called for a Voter Referendum to Change the City Commission Districts to Five Single Member Districts, Rather Than Three Single Member and Two At-Large Districts
- The Referendum Passed with 68% of Voters Approving a 5 Seat District Plan for the Leesburg City Commission

ITEM	VOTES	PERCENT
YES - 5 Districts	6,975	68%
No - Stay the Same	3,335	32%

- The Next Step – Create 5 Single Member Districts and Approve an Implementation Plan

Advice from the Florida League of Cities



- The Key Principal in Drawing Districts is to create Districts that Emphasize the Idea of “One Person, One Vote”
- This Concept is Underscored in:
 - ✓ 14th Amendment (1868)
 - ✓ 15th Amendment (1870)
 - ✓ Voting Rights Act of 1965
 - ✓ A Slew of Other Court Cases
 - ✓ For Leesburg – *Williams, Connelly, and Hill vs. City of Leesburg (1983)*
- Draw Districts that are Reflective of the Community in General
- Adjust Regularly as Annexations and Growth Occur

FLC – General District Drawing Guidelines



- Equal in Population (As Much as Possible)
- Follow Census Blocks
- Follow Significant Boundaries
- Must Be Contiguous
- Should Be as Compact as Possible
- Preserve Communities of Interest
- Don't Dilute Minority Voting Strength
- Protect Incumbent Districts
- Don't Draw "Bizarre" Districts

FLC – Districts Can't Be Perfect – But Follow these Parameters



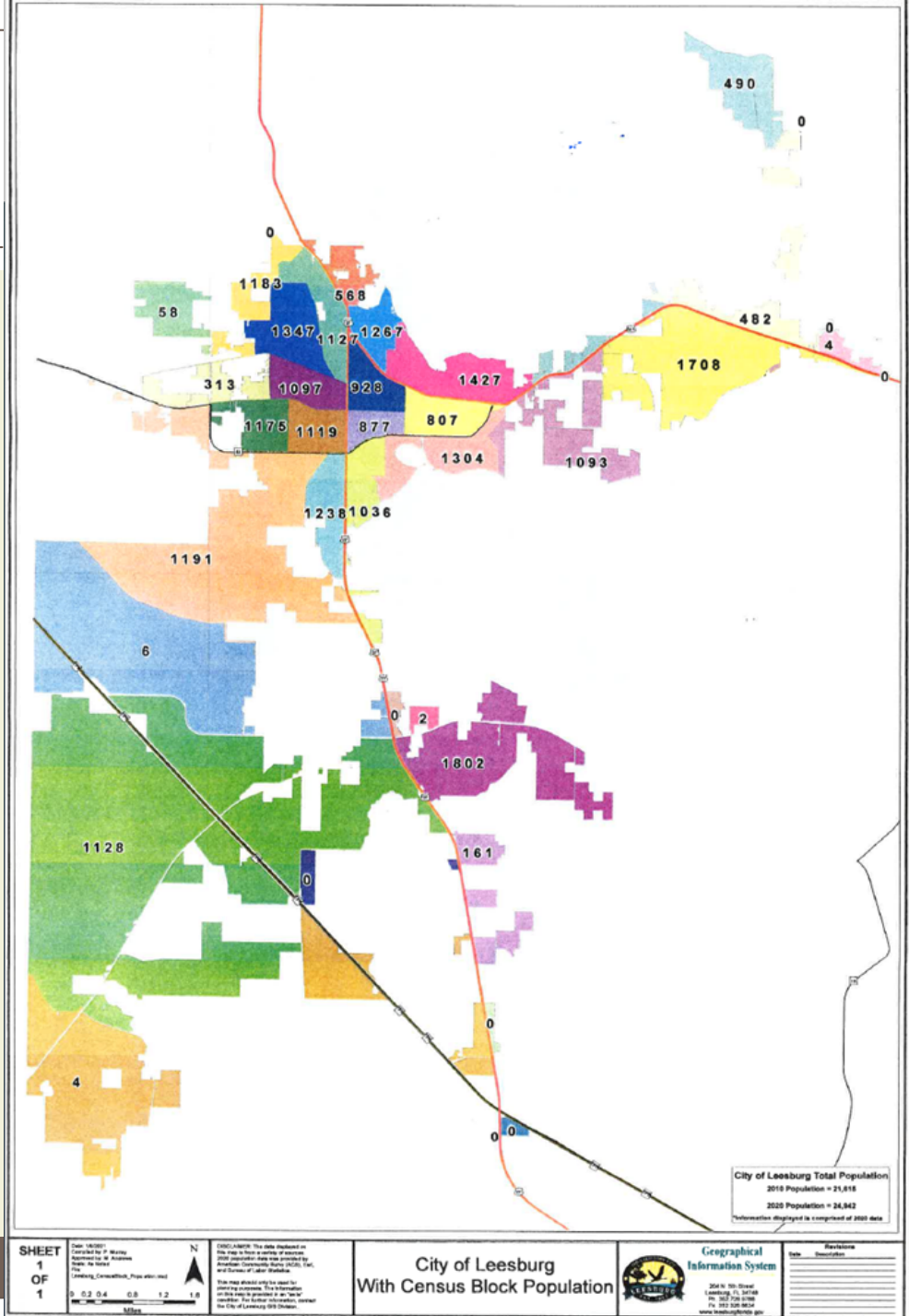
- Absolute Population Equality is Impossible
 - ✓ Good District Deviation is +/- 3%
 - ✓ Two Districts w/ Population Deviation over 10 Percentage Points is Bad

- Some Exceptions for Variance to Guidelines
 - ✓ Create Minority Influence or Minority Majority
 - ✓ Under Populate a High Growth Area

- Districts should still avoid “Packing and Cracking”
 - ✓ Packing – Locating Most of the Minority Population into One District So As to Dilute Influence in other Districts
 - ✓ Cracking – Splitting Minority Population into Two or More Districts so as to Dilute Influence in All Districts

Districting Applications for Leesburg

➤ Step 1: Use Census Tracts



Districting Applications for Leesburg



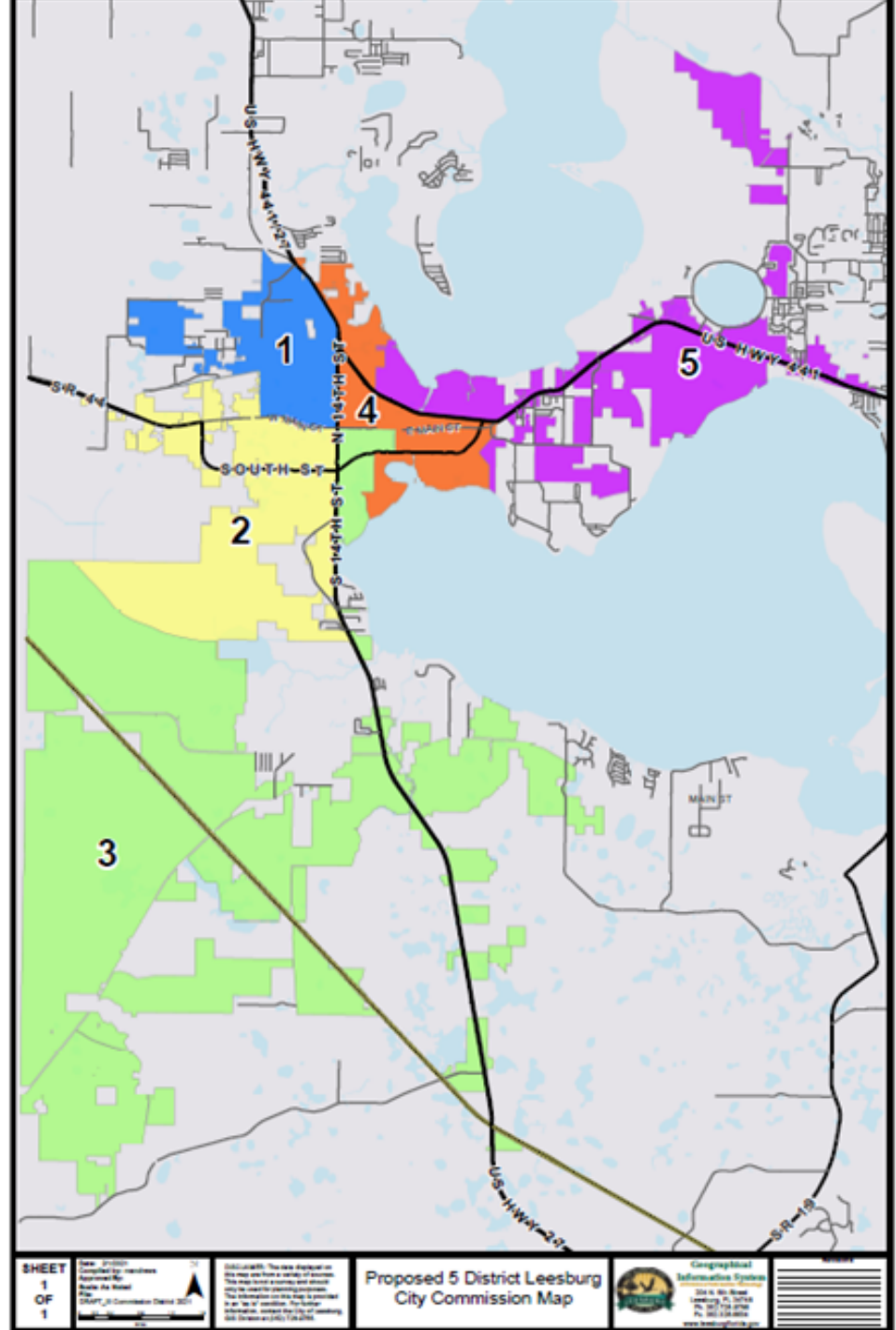
➤ Step 2: Current Population and Demographic Data For Each Census Tract

CITY WIDE									
CENSUS TRACK NUMBER	2020 CENSUS TRACK POPULATION	WHITE	AFR AMR	NATIVE AMER	ASIAN	PAC ISLDR	OTHER	TWO OR MORE	HISPANIC
1	1,119	728	247	2	5	-	102	35	219
2	1,175	1,008	126	1	9	1	10	20	53
3	1,097	461	478	3	5	-	74	76	144
4	313	162	131	2	-	-	8	9	34
5	58	49	7	-	1	-	-	1	3
6	1,183	542	543	2	4	10	36	45	117
7	1,347	78	1,162	3	1	4	62	38	127
8	1,127	536	434	6	11	1	92	47	195
9	857	74	691	3	7	-	11	23	35
10	928	661	141	3	9	-	97	17	204
11	877	572	181	2	2	1	92	27	204
12	482	413	32	1	17	1	10	8	31
13	490	456	24	2	4	-	2	3	7
14	4	4	-	-	-	-	-	-	-
15	1,427	854	435	7	42	8	26	55	110
16	1,267	988	158	4	25	-	76	16	130
17	568	441	62	3	32	1	11	17	38
18	1,036	939	49	-	21	-	3	25	74
19	1,304	1,164	94	4	11	3	12	16	45
20	1,708	1,087	426	6	72	6	50	61	214
21	1,093	841	148	3	55	-	27	18	112
22	6	5	1	-	-	-	-	-	1
23	2	2	-	-	-	-	-	-	-
24	1,191	874	199	5	12	3	50	50	139
25	1,238	611	434	8	3	-	124	58	297
26	4	4	-	-	-	-	-	-	-
27	1,128	951	43	1	13	-	82	38	111
28	161	139	9	-	6	-	5	2	16
29	1,802	1,603	116	2	36	-	21	25	118
SUBTOTALS	24,942	16,245	6,371	73	403	39	1,083	730	2,778
CITY WIDE PERCENTAGE		65.13%	25.54%	0.29%	1.62%	0.16%	4.34%	2.93%	11.14%

Leesburg's 2019 Population and Demographic Profile

Districting Applications for Leesburg

- Step 3: Draw 5 Equal Districts
Using Districting Guidelines



Districting Applications for Leesburg

➤ Step 4: Analyze District Demographics to City Wide Profile



DISTRICT #1									
	2020 CENSUS TRACK POPULATION	WHITE	AFR AMR	NATIVE AMER	ASIAN	PAC ISLDR	OTHER	TWO OR MORE	HISPANIC
	58	49	7	-	1	-	-	1	3
	1,183	542	543	2	4	10	86	45	117
	1,347	78	1,162	3	1	4	62	38	127
	1,127	536	434	6	11	1	92	47	195
	1,097	461	478	3	5	-	74	76	144
SUBTOTALS	4,812	1,666	2,624	14	22	15	264	207	580
DISTRICT PERCENTAGE		34.62%	54.53%	0.29%	0.46%	0.31%	5.49%	4.30%	12.18%
CITY WIDE PERCENTAGE		65.13%	25.54%	0.29%	1.62%	0.16%	4.34%	2.93%	11.14%

DISTRICT #2									
	2020 CENSUS TRACK POPULATION	WHITE	AFR AMR	NATIVE AMER	ASIAN	PAC ISLDR	OTHER	TWO OR MORE	HISPANIC
	1,119	728	247	2	5	-	102	35	219
	1,175	1,008	126	1	9	1	10	20	53
	313	162	131	2	-	-	8	9	34
	1,191	874	199	5	12	3	50	50	139
	1,238	611	434	8	3	-	124	58	297
SUBTOTALS	5,086	3,383	1,117	18	29	4	294	172	742
DISTRICT PERCENTAGE		67.18%	22.54%	0.36%	0.58%	0.08%	5.84%	3.42%	14.75%
CITY WIDE PERCENTAGE		65.13%	25.54%	0.29%	1.62%	0.16%	4.34%	2.93%	11.14%

DISTRICT #3									
	2020 CENSUS TRACK POPULATION	WHITE	AFR AMR	NATIVE AMER	ASIAN	PAC ISLDR	OTHER	TWO OR MORE	HISPANIC
	6	5	1	-	-	-	-	-	1
	2	2	-	-	-	-	-	-	-
	1,128	951	43	1	13	-	82	38	111
	163	139	9	-	5	-	2	16	16
	1,802	1,603	116	2	36	-	21	25	118
	4	4	-	-	-	-	-	-	-
	1,036	939	49	-	21	-	3	25	74
	877	572	181	2	2	1	92	27	204
SUBTOTALS	5,016	4,215	399	5	78	1	203	117	524
DISTRICT PERCENTAGE		84.03%	7.95%	0.10%	1.56%	0.02%	4.05%	2.33%	10.45%
CITY WIDE PERCENTAGE		65.13%	25.54%	0.29%	1.62%	0.16%	4.34%	2.93%	11.14%

DISTRICT #4									
	2020 CENSUS TRACK POPULATION	WHITE	AFR AMR	NATIVE AMER	ASIAN	PAC ISLDR	OTHER	TWO OR MORE	HISPANIC
	568	441	62	3	32	1	11	17	38
	1,267	988	158	4	25	-	76	16	130
	528	661	141	3	9	-	97	17	204
	807	72	691	3	7	-	11	23	35
	1,304	1,164	94	4	11	3	12	16	45
SUBTOTALS	4,874	3,326	1,146	17	84	4	207	89	452
DISTRICT PERCENTAGE		68.24%	23.51%	0.35%	1.72%	0.08%	4.25%	1.83%	9.27%
CITY WIDE PERCENTAGE		65.13%	25.54%	0.29%	1.62%	0.16%	4.34%	2.93%	11.14%

DISTRICT #5									
	2020 CENSUS TRACK POPULATION	WHITE	AFR AMR	NATIVE AMER	ASIAN	PAC ISLDR	OTHER	TWO OR MORE	HISPANIC
	1,427	854	435	7	42	8	26	55	110
	1,093	841	148	3	55	-	27	18	112
	1,708	1,087	426	6	72	6	50	61	214
	482	413	32	1	17	1	10	8	31
	490	456	24	2	4	-	2	3	7
	4	4	-	-	-	-	-	-	-
SUBTOTALS	5,204	3,655	1,065	19	190	15	115	145	474
DISTRICT PERCENTAGE		70.23%	20.47%	0.37%	3.65%	0.29%	2.21%	2.79%	9.11%
CITY WIDE PERCENTAGE		65.13%	25.54%	0.29%	1.62%	0.16%	4.34%	2.93%	11.14%



5 District Proposal Positive Attributes



- Reasonable Apportionment Deviation (Range -4% to 4%)
- Average Apportionment Deviation - 0%
- Largest Percent Deviation Between Two Districts is 8% (Recommendation <10)

DISTRICT NUMBER	AVERAGE POPULATION	ACTUAL POPULATION	DEVIATION	PERCENT DEVIATION
1	4,988	4,812	(176)	-4%
2	4,988	5,036	48	1%
3	4,988	5,016	28	1%
4	4,988	4,874	(114)	-2%
5	4,988	5,204	216	4%
	24,942	24,942	0	0

- Less Than Recommended Population Deviations Use Exemptions (Districts 1 and 3)
 - ✓ Minority Majority District
 - ✓ Common District Interests
 - ✓ Growth Areas
- Good Population Deviation in Districts 2, 4, 5
- Creates Minority Majority District/District Where Current Incumbent Resides (Termed Out)
- Protects At-Large Incumbent, With New District in Local Neighborhood
- Citywide Representation Remains During Time of Growth/District Implementation
- Timing Will Allow for Villages Impact Assessment by 2024

Recommendation

Pass an Ordinance that Accomplishes the Following



- Adopts the Proposed 5 Single Member District Boundaries
- 2022 Commission Election Cycle Selects Districts 1, 2, 4 to Four-Year Terms
 - ✓ District 1 – Represented by Mayor Christian (Current District 2) – Termed Out
 - ✓ District 2 – New Seat
 - ✓ District 4 – Incumbent Commissioner Pederson (Current At-Large) – Up For Reelection in District of Residence
 - ✓ At-Large Commissioner Robuck is Termed Out – His Residence Changes to District 3
- In January 2023 Organizational Meeting All Commissioners to Take Single Member Seat
 - ✓ Commissioners From Districts 1, 2, 4 Newly Elected in November 2022
 - ✓ Commissioner Connell is Appointed to District 3 Until 2024 Elections (Current Residence)
 - ✓ Commissioner Burry is Appointed to District 5 Until 2024 Elections (Current Residence)
- 2024 Commission Election Cycle Selects Districts 3, 5 to Four-Year Terms
 - ✓ District 3 – Incumbent Commissioner Connell (First Term Ends)
 - ✓ District 5 – Incumbent Commissioner Burry (First Term Ends)

Recognitions



- Florida League of Cities
- KSA Governmental Consultants
- Fred Morrison, City Attorney
- Ken Thomas, Housing Director
- Dan Miller, Planning and Zoning Director
- Al Minner City Manager
- Technical Support
 - Mike Andrews, Network/GIS Manager
 - Patrick Murray, GIS Planning Specialist
 - Data – US Census Bureau 2019 Updated Demographic



**CURRENT Commission
Districts.pdf - Adobe Acrobat
Reader DC**

COMPACT N/5

DISTRICT #1									
	2020 CENSUS TRACK POPULATION	WHITE	AFERICAN AMER	NATIVE AMER	ASIAN	PAC ISLDER	OTHER	TWO OR MORE	HISPANIC
	58	49	7	-	1	-	-	1	3
	1,183	542	543	2	4	10	36	45	117
	1,347	78	1,162	3	1	4	62	38	127
	1,127	536	434	6	11	1	92	47	195
	1,097	461	478	3	5	-	74	76	144
SUBTOTALS	4,812	1,666	2,624	14	22	15	264	207	586
DISTRICT PERCENTAGE		34.62%	54.53%	0.29%	0.46%	0.31%	5.49%	4.30%	12.18%
CITY WIDE PERCENTAGE		65.13%	25.54%	0.29%	1.62%	0.16%	4.34%	2.93%	11.14%

DISTRICT #2									
	2020 CENSUS TRACK POPULATION	WHITE	AFERICAN AMER	NATIVE AMER	ASIAN	PAC ISLDER	OTHER	TWO OR MORE	HISPANIC
	1,119	728	247	2	5	-	102	35	219
	1,175	1,008	126	1	9	1	10	20	53
	313	162	131	2	-	-	8	9	34
	1,191	874	199	5	12	3	50	50	139
	1,238	611	434	8	3	-	124	58	297
SUBTOTALS	5,036	3,383	1,137	18	29	4	294	172	742
DISTRICT PERCENTAGE		70.30%	23.63%	0.37%	0.60%	0.08%	6.11%	3.57%	15.42%
CITY WIDE PERCENTAGE		65.13%	25.54%	0.29%	1.62%	0.16%	4.34%	2.93%	11.14%

DISTRICT #3									
	2020 CENSUS TRACK POPULATION	WHITE	AFERICAN AMER	NATIVE AMER	ASIAN	PAC ISLDER	OTHER	TWO OR MORE	HISPANIC
	6	5	1	-	-	-	-	-	1
	2	2	-	-	-	-	-	-	-
	1,128	951	43	1	13	-	82	38	111
	161	139	9	-	6	-	5	2	16
	1,802	1,603	116	2	36	-	21	25	118
	4	4	-	-	-	-	-	-	-
	1,036	939	49	-	21	-	3	25	74
	877	572	181	2	2	1	92	27	204
SUBTOTALS	5,016	4,215	399	5	78	1	203	117	524
DISTRICT PERCENTAGE		87.59%	8.29%	0.10%	1.62%	0.02%	4.22%	2.43%	10.89%
CITY WIDE PERCENTAGE		65.13%	25.54%	0.29%	1.62%	0.16%	4.34%	2.93%	11.14%

DISTRICT #4									
	2020 CENSUS TRACK POPULATION	WHITE	AFERICAN AMER	NATIVE AMER	ASIAN	PAC ISLDER	OTHER	TWO OR MORE	HISPANIC
	568	441	62	3	32	1	11	17	38
	1,267	988	158	4	25	-	76	16	130
	928	661	141	3	9	-	97	17	204
	807	72	691	3	7	-	11	23	35
	1,304	1,164	94	4	11	3	12	16	45
SUBTOTALS	4,874	3,326	1,146	17	84	4	207	89	452
DISTRICT PERCENTAGE		69.12%	23.82%	0.35%	1.75%	0.08%	4.30%	1.85%	9.39%
CITY WIDE PERCENTAGE		65.13%	25.54%	0.29%	1.62%	0.16%	4.34%	2.93%	11.14%

DISTRICT #5									
	2020 CENSUS TRACK POPULATION	WHITE	AFERICAN AMER	NATIVE AMER	ASIAN	PAC ISLDER	OTHER	TWO OR MORE	HISPANIC
	1,427	854	435	7	42	8	26	55	110
	1,093	841	148	3	55	-	27	18	112
	1,708	1,087	426	6	72	6	50	61	214
	482	413	32	1	17	1	10	8	31
	490	456	24	2	4	-	2	3	7
	4	4	-	-	-	-	-	-	-
SUBTOTALS	5,204	3,655	1,065	19	190	15	115	145	474
DISTRICT PERCENTAGE		75.96%	22.13%	0.39%	3.95%	0.31%	2.39%	3.01%	9.85%
CITY WIDE PERCENTAGE		65.13%	25.54%	0.29%	1.62%	0.16%	4.34%	2.93%	11.14%

DISTRICT POP CK 24,942

CITY WIDE									
	2020 CENSUS TRACK POPULATION	WHITE	AFERICAN AMER	NATIVE AMER	ASIAN	PAC ISLDER	OTHER	TWO OR MORE	HISPANIC
SUBTOTALS	24,942	16,245	6,371	73	403	39	1,083	730	2,778
CITY WIDE PERCENTAGE		65.13%	25.54%	0.29%	1.62%	0.16%	4.34%	2.93%	11.14%

Miscellaneous Accounts Receivable Customers With Unpaid Balances

Prepared by Finance

January 11, 2020

CURRENTLY WORKED BY PROVIDING DEPARTMENT OR FINANCE

013 Fund

Arnold, Dorian	Working with Housing Dept	Housing Rent	\$	2,400.00
Tucker, Shetonia	Working with Housing Dept	Housing Rent	\$	1,375.00
			\$	3,775.00

041 Fund

Angulo, Carlos Alberto		Damage to City Property	\$	5,714.13
Elliott, Lauren E		Damage to City Property	\$	2,096.98
Ethier, Shirley		Damage to City Property	\$	12,255.78
Foster, Steven Michael		Damage to City Property	\$	6,811.07
Holston, Judith		Damage to City Property	\$	1,044.05
Humphreys, Brian Conrad		Damage to City Property	\$	600.67
Kling, Ryan	With City Attorney for Collections	Damage to City Property	\$	3,971.63
Kmieciak, Christopher		Damage to City Property	\$	2,500.00
Serrano, Josue		Damage to City Property	\$	4,956.04
Stiglianese, Margaret		Damage to City Property	\$	481.26
White, Christina		Damage to City Property	\$	4,502.90
			\$	44,934.51

013 FUND TOTAL	\$	3,775.00
041 FUND TOTAL	\$	44,934.51
	\$	48,709.51

Total \$ 48,709.51

Expected write offs as of Dec 31, 2020

Every September, the Finance Director informs the Commission the dollar amount of customer accounts to be written off. Listed below are the amounts for the prior fiscal years and how the City is trending for fiscal years 2019 and 2020.

Fiscal Write Off Year	Projected Written Off	Actual Written Off	Add'l Amount Collected
2019-2020	\$ 284,281	666,005	381,724
2018-2019	342,912	284,276	(58,636)
2017-2018	394,427	268,001	(126,426)
2016-2017	345,913	314,552	(31,361)
2015-2016	491,091	440,511	(50,580)
2014-2015	431,543	364,023	(67,519)
2013-2014	292,507	258,246	(34,261)
2012-2013	280,544 *	216,319	(64,225)
2011-2012	380,227 *	341,414	(38,813)

Projected
Fiscal year 2020 - Month by Month
10/01/19- 09/30/20

Month	Amount Written Off	Number of Accounts	
		Commercial	Residential
October	\$ 19,944	1	77
November	31,154	4	86
December	36,983	0	96
January	37,762	6	101
February	26,751	3	80
March	19,023	5	68
April	32,336	4	81
May	21,442	5	53
June	17,783	3	64
July	17,863	3	51
August	7,320	0	29
September	15,920	2	35
Accounts to be written off*	\$ 284,281	36	821
Prior Yr to Date	\$ 342,912	47	887
difference - () negative	\$ 58,631	11	66

Projected
Fiscal year 2020 - Month by Month
10/01/20- 09/30/21

Month	Amount Written Off	Number of Accounts		Average Account Balance	
		Commercial	Residential	Commercial	Residential
October	\$ 19,918	3	53	142.21	257.17
November	41,356	6	79	128.78	326.26
December	36,068	4	77	0.00	385.24
January				259.66	358.46
February				326.45	322.14
March				267.03	256.20
April				316.00	383.60
May				268.40	379.22
June				432.26	257.60
July				1,371.46	269.58
August				0.00	252.40
September					
Accounts to be written off*	\$ 97,342	13	209		
Prior Yr to Date	\$ 88,081	5	259		
difference - () negative	\$ 9,261	8	(50)		

City of Leesburg, Florida
Report of Receipts and Disbursements by Fund
For the Period Beginning On Oct. 1, 2020 and Ending on December 31, 2020

Prepared by: Finance Department

Fund Name	Adopted Budget	Receipts				Budget Balance
		Revenues Amount	Non-Revenue Receipts * Amount	Total Receipts Amount	Percentage	
001 General Fund	\$ 7,136,219	\$ 8,634,551	\$ 2,751,330	\$ 11,385,881	160%	(\$ 4,249,662)
Special Revenue Funds						
013 Housing Assistance	34,137	19,594	0	19,594	57%	14,543
021 Debt Service Fund	404,040	0	1,613,347	1,613,347	399%	(1,209,307)
031 Capital Projects Fund	1,185,332	32,028	817,985	850,013	72%	335,319
132 Local Option Sales Tax	431,438	408,629	0	408,629	95%	22,809
121 Police Forfeiture Fund	1,749	305	0	305	17%	1,444
122 Police Education Fund	1,500	556	0	556	37%	944
133 Gas Tax	256,164	120,277	0	120,277	47%	135,887
141 Police Impact Fees	25,586	54,786	0	54,786	214%	(29,200)
142 Fire Impact Fees	0	6,260	0	6,260	0%	(6,260)
143 Recreation Impact Fees	0	39,817	0	39,817	0%	(39,817)
151 Building Fund	287,751	209,288	10,460	219,748	76%	68,003
Community Redevelopment Agencies						
016 Greater Leesburg CRA Fund	170,427	544,956	0	544,956	320%	(374,529)
017 Carver Heights CRA Fund	110,789	412,067	0	412,067	372%	(301,278)
018 Highway 27/441 CRA Fund	309,929	1,183,866	0	1,183,866	382%	(873,937)
Total General Governmental Funds	10,355,061	11,666,981	5,193,122	16,860,103	163%	(6,505,042)
Enterprise Funds						
014 Stormwater Utility Fund	453,539	406,407	0	406,407	90%	47,132
041 Electric Utility Fund	18,214,857	13,747,181	378,658	14,125,839	78%	4,089,018
042 Gas Utility Fund	1,712,797	1,434,337	30,860	1,465,198	86%	247,599
043 Water Utility Fund	2,889,851	2,296,892	32,245	2,329,137	81%	560,714
044 Wastewater Utility Fund	6,918,986	3,361,263	0	3,361,263	49%	3,557,723
046 Sanitation Services Fund	1,186,576	1,117,778	0	1,117,778	94%	68,798
048 Airport Fund	1,431,272	1,292,479	0	1,292,479	90%	138,793
Internal Service Funds						
064 Health Insurance Fund	1,817,133	1,854,477	0	1,854,477	102%	(37,344)
065 Workers' Compensation Insurance Fund	164,751	191,051	0	191,051	116%	(26,300)
066 Risk Management Fund	224,199	835,732	0	835,732	373%	(611,533)
510 Fleet Maintenance Fund	1,062,917	690,237	470,082	1,160,319	109%	(97,402)
Pension Trust Funds						
061 Municipal Police Retirement Trust Fund	477,192	2,855,366	0	2,855,366	598%	(2,378,174)
062 Municipal Firemen's Retirement Trust Fund	408,762	2,664,121	0	2,664,121	652%	(2,255,359)
063 General Employees' Retirement Fund	833,847	3,990,132	0	3,990,132	479%	(3,156,285)
Total All Funds	\$ 48,151,740	\$ 48,404,434	\$ 6,104,967	\$ 54,509,402	113%	(\$ 6,357,662)

* Interfund Charges and Transfers, Developer Contributions, and Debt Proceeds

NOTE - Amounts may not sum due to rounding.

City of Leesburg, Florida
Report of Receipts and Disbursements by Fund
For the Period Beginning On Oct. 1, 2020 and Ending on December 31, 2020

Prepared by: Finance Department

Fund Name	Disbursements				Excess of Receipts Over (Under) Disbursements
	Adopted Budget	Amount	Percentage	Budget Balance	
<u>General Fund</u>	\$ 7,136,219	\$ 8,506,419	119%	(\$ 1,370,200)	\$ 2,879,462
<u>Special Revenue Funds</u>					
Housing Assistance	34,137	30,192	88%	3,945	(10,598)
Debt Service Fund	404,040	1,283,148	318%	(879,108)	330,199
Capital Projects Fund	1,185,332	1,544,592	130%	(359,260)	(694,580)
Local Option Sales Tax	431,438	667,923	155%	(236,485)	(259,293)
Police Forfeiture Fund	1,749	0	0%	1,749	305
Police Education Fund	1,500	6,027	402%	(4,527)	(5,471)
Gas Tax	256,164	419,705	164%	(163,541)	(299,428)
Police Impact Fees	25,586	16,885	66%	8,701	37,901
Fire Impact Fees	0	100	0%	(100)	6,160
Recreation Impact Fees	0	1,940	0%	(1,940)	37,877
Building Fund	287,751	455,402	158%	(167,651)	(235,653)
<u>Community Redevelopment Agencies</u>					
Greater Leesburg CRA Fund	170,427	301,925	177%	(131,498)	243,031
Carver Heights CRA Fund	110,789	25,157	23%	85,632	386,910
Highway 27/441 CRA Fund	309,929	162,963	53%	146,966	1,020,902
<u>Total General Governmental Funds</u>	10,355,061	13,422,378	130%	(3,067,317)	3,437,725
<u>Enterprise Funds</u>					
Stormwater Utility Fund	453,539	277,722	61%	175,817	128,685
Electric Utility Fund	18,214,857	14,077,663	77%	4,137,194	48,176
Gas Utility Fund	1,712,797	1,470,134	86%	242,663	(4,936)
Water Utility Fund	2,889,851	1,961,056	68%	928,795	368,081
Wastewater Utility Fund	6,918,986	2,626,839	38%	4,292,147	734,424
Sanitation Services Fund	1,186,576	1,464,119	123%	(277,543)	(346,341)
Airport Fund	1,431,272	685,489	48%	745,783	606,990
<u>Internal Service Funds</u>					
Health Insurance Fund	1,817,133	2,214,624	122%	(397,491)	(360,148)
Workers' Compensation Insurance Fund	164,751	225,255	137%	(60,504)	(34,204)
Risk Management Fund	224,199	835,129	372%	(610,930)	603
Fleet Maintenance Fund	1,062,917	1,064,749	100%	(1,832)	95,570
<u>Pension Trust Funds</u>					
Municipal Police Retirement Trust Fund	477,192	294,217	62%	182,975	2,561,149
Municipal Firemen's Retirement Trust Fund	408,762	352,660	86%	56,102	2,311,461
General Employees' Retirement Fund	833,847	757,102	91%	76,745	3,233,030
Total All Funds	\$ 48,151,740	\$ 41,729,136	87%	\$ 6,422,604	\$ 12,780,265

City of Leesburg, Florida
Report of Receipts and Disbursements by Fund
For the Period Beginning On October 1, 2019 and Ending on December 30, 2019

Prepared by: Finance Department

Fund Name	Adopted Budget	Receipts				Budget Balance
		Revenues Amount	Non-Revenue Receipts * Amount	Total Receipts Amount	Percentage	
001 General Fund	\$ 7,765,514	\$ 7,077,323	\$ 2,286,172	\$ 9,363,495	121%	(\$1,597,981)
Special Revenue Funds						
013 Housing Assistance	29,559	24,991	0	24,991	85%	4,568
021 Debt Service Fund	383,799	0	1,535,199	1,535,199	400%	(1,151,400)
031 Capital Projects Fund	2,076,871	58,383	4,745,264	4,803,647	231%	(2,726,776)
132 Local Option Sales Tax	632,064	374,304	0	374,304	59%	257,760
121 Police Forfeiture Fund	1,749	462	0	462	26%	1,287
122 Police Education Fund	1,500	942	0	942	63%	558
133 Gas Tax	206,778	105,169	0	105,169	51%	101,609
141 Police Impact Fees	3,500	33,652	0	33,652	961%	(30,152)
142 Fire Impact Fees	-	4,989	0	4,989	0%	(4,989)
143 Recreation Impact Fees	6,249	24,557	0	24,557	393%	(18,308)
151 Building Fund	321,674	291,500	6,060	297,560	93%	24,114
Community Redevelopment Agencies						
016 Greater Leesburg CRA Fund	113,022	415,068	0	415,068	367%	(302,046)
017 Carver Heights CRA Fund	91,380	312,601	0	312,601	342%	(221,221)
018 Highway 27/441 CRA Fund	203,187	753,449	0	753,449	371%	(550,262)
Total General Governmental Funds	11,836,846	9,477,390	8,572,695	18,050,084	152%	(6,213,238)
Enterprise Funds						
014 Stormwater Utility Fund	538,494	410,340	0	410,340	76%	128,154
041 Electric Utility Fund	15,937,572	13,027,115	46,205	13,073,320	82%	2,864,252
042 Gas Utility Fund	1,612,398	1,553,934	33,036	1,586,969	98%	25,429
043 Water Utility Fund	2,566,670	2,462,237	28,700	2,490,937	97%	75,733
044 Wastewater Utility Fund	5,074,516	3,359,311	0	3,359,311	66%	1,715,205
046 Sanitation Services Fund	1,096,557	1,374,301	0	1,374,301	125%	(277,744)
048 Airport Fund	1,368,210	339,757	0	339,757	25%	1,028,453
Internal Service Funds						
064 Health Insurance Fund	1,675,785	1,633,380	0	1,633,380	97%	42,405
065 Workers' Compensation Insurance Fund	191,202	191,083	0	191,083	100%	119
066 Risk Management Fund	181,923	775,980	0	775,980	427%	(594,057)
510 Fleet Maintenance Fund	1,204,610	908,344	0	908,344	75%	296,266
Pension Trust Funds						
061 Municipal Police Retirement Trust Fund	439,425	1,418,508	0	1,418,508	323%	(979,083)
062 Municipal Firemen's Retirement Trust Fund	423,387	1,401,881	0	1,401,881	331%	(978,494)
063 General Employees' Retirement Fund	847,200	2,166,196	0	2,166,196	256%	(1,318,996)
Total All Funds	\$ 44,994,795	\$ 40,499,755	\$ 8,680,635	\$ 49,180,390	109%	(\$ 4,185,595)

NOTE - Amounts may not sum due to rounding.

* Interfund Charges and Transfers, Developer Contributions, and Debt Proceeds

City of Leesburg, Florida
Report of Receipts and Disbursements by Fund
For the Period Beginning On October 1, 2019 and Ending on December 30, 2019

Prepared by: Finance Department

Fund Name	Disbursements			Budget Balance	Excess of Receipts Over (Under) Disbursements
	Adopted Budget	Amount	Percentage		
<u>General Fund</u>	\$ 7,765,514	\$ 11,012,773	142%	(\$ 3,247,259)	(\$ 1,649,279)
<u>Special Revenue Funds</u>					
Housing Assistance	29,559	32,938	111%	(3,379)	(7,947)
Debt Service Fund	383,799	1,186,302	309%	(802,503)	348,897
Capital Projects Fund	2,076,871	2,543,111	122%	(466,240)	2,260,535
Local Option Sales Tax	632,064	850,106	135%	(218,042)	(475,802)
Police Forfeiture Fund	1,749	0	0%	1,749	462
Police Education Fund	1,500	5,851	390%	(4,351)	(4,909)
Gas Tax	206,778	400,000	193%	(193,222)	(294,831)
Police Impact Fees	3,500	2,360	67%	1,140	31,292
Fire Impact Fees	0	20	0%	(20)	4,969
Recreation Impact Fees	6,249	26,260	420%	(20,011)	(1,703)
Building Fund	321,674	184,668	57%	137,006	112,891
<u>Community Redevelopment Agencies</u>					
Greater Leesburg CRA Fund	113,022	105,391	93%	7,631	309,676
Carver Heights CRA Fund	91,380	32,225	35%	59,155	280,376
Highway 27/441 CRA Fund	203,187	150,366	74%	52,821	603,083
<u>Total General Governmental Funds</u>	11,836,846	16,532,372	140%	(4,695,526)	1,517,712
<u>Enterprise Funds</u>					
Stormwater Utility Fund	538,494	276,907	51%	261,587	133,433
Electric Utility Fund	15,937,572	13,197,889	83%	2,739,683	(124,569)
Gas Utility Fund	1,612,398	1,543,293	96%	69,105	43,676
Water Utility Fund	2,566,670	1,953,498	76%	613,172	537,440
Wastewater Utility Fund	5,074,516	2,387,228	47%	2,687,288	972,083
Sanitation Services Fund	1,096,557	1,259,733	115%	(163,176)	114,567
Airport Fund	1,368,210	622,818	46%	745,392	(283,061)
<u>Internal Service Funds</u>					
Health Insurance Fund	1,675,785	1,833,823	109%	(158,038)	(200,443)
Workers' Compensation Insurance Fund	191,202	186,667	98%	4,535	4,416
Risk Management Fund	181,923	775,160	426%	(593,237)	820
Fleet Maintenance Fund	1,204,610	610,113	51%	594,497	298,231
<u>Pension Trust Funds</u>					
Municipal Police Retirement Trust Fund	439,425	267,096	61%	172,329	1,151,412
Municipal Firemen's Retirement Trust Fund	423,387	353,714	84%	69,673	1,048,167
General Employees' Retirement Fund	847,200	739,651	87%	107,549	1,426,545
Total All Funds	\$ 44,994,795	\$ 42,539,961	95%	\$ 2,454,834	\$ 6,640,429

**CITY OF LEESBURG
CASH AND INVESTMENTS BY FUND
12/31/2020**

POOLED CASH & INVESTMENTS	TOTAL	GENERAL FUND	SPECIAL REVENUE FUNDS GROUP	DEBT SERVICE FUNDS	CAPITAL PROJECTS FUND	ELECTRIC UTILITY FUND	GAS UTILITY FUND	WATER UTILITY FUND	WASTEWATER TREATMENT FUND	COMMUNICATION FUND	SANITATION SERVICES FUND	STORM WATER FUND	AIRPORT FUND	BUILDING PERMITS FUND	INTERNAL SERVICE FUNDS GROUP
OPERATING CASH	\$ 73,764,552.58	\$ 14,444,197.03	\$4,907,977.97	\$ 1,102,044.44	\$ 800,937.16	\$ 12,000,867.05	\$ 2,856,950.19	\$ 5,952,377.38	\$ 15,706,977.49		\$ 1,974,755.14	\$2,576,257.87	\$2,576,293.38	\$ 2,398,792.70	\$ 6,466,124.78
RESTRICTED CASH															
CUSTOMER DEPOSITS	6,079,091.65					4,707,283.97	810,737.62	555,720.06	2,190.00		3,160.00				
RENEWL & REPLCMNT	22,256,986.16	1,113,697.09	7,426.57			7,059,660.02	784,999.98	2,797,018.77	9,459,774.07		850,000.00				184,409.66
BOND/NOTE SINKING FUND	17,219,197.95		149,599.08			3,143,554.29	32,790.00	285,288.74	13,607,965.84						
INFRASTRUCTURE DEVELOPMENT															
SIGN GRANT & HUD SHIP	600,000.00		600,000.00												
HWY 441/27 CRA - Restricted Surplus	4,245,189.75							766,417.15	3,478,772.60						
IMPACT FEES	7,529,257.54		71,913.80		7,255,042.75		202,300.99								
OTHER RESTRICTED CASH	2,325,231.92														
DEVELOPER CONTRIBUTIONS	2,683,984.00					2,292,927.52	32,304.40								
RATE STABILIZATION	62,938,938.97	1,113,697.09	828,939.45		7,255,042.75	19,887,409.80	1,863,132.99	4,404,444.72	26,548,702.51		853,160.00				184,409.66
SUBTOTAL OF RESTRICTED CASH	62,938,938.97	1,113,697.09	828,939.45		7,255,042.75	19,887,409.80	1,863,132.99	4,404,444.72	26,548,702.51		853,160.00				184,409.66
TOTAL POOLED CASH	\$136,703,491.55	\$ 15,557,894.12	\$ 5,736,917.42	\$ 1,102,044.44	\$ 8,055,979.91	\$ 31,888,276.85	\$ 4,720,083.18	\$ 10,356,822.10	\$ 42,255,680.00	\$ -	\$ 2,827,915.14	\$ 2,576,257.87	\$ 2,576,293.38	\$ 2,398,792.70	\$ 6,650,534.44
NON-POOLED RESTRICTED CASH															
CASH WITH FISCAL AGENT	781,816.38			412,038.25			62,020.85	129,008.18	178,749.10						
DEPOSITORY TRUST ACCOUNT	165,066.59						165,066.59								
DEP-WELLS FARGO															
SUBTOTAL NON-POOLED CASH	946,882.97			412,038.25			227,087.44	129,008.18	178,749.10						
TOTAL POOLED CASH AND INVEST	\$137,650,374.52	\$15,557,894.12	\$ 5,736,917.42	\$1,514,082.69	\$8,055,979.91	\$31,888,276.85	\$4,947,170.62	\$10,485,830.28	\$42,434,429.10		\$2,827,915.14	\$2,576,257.87	\$2,576,293.38	\$2,398,792.70	\$6,650,534.44

INDIVIDUAL SPECIAL REVENUE FUNDS

POOLED CASH & INVESTMENTS	SPECIAL REVENUE FUNDS TOTAL	HOUSING ASSISTANCE FUND	GREATER LEESBURG CRA FUND	CARVER HEIGHTS CRA FUND	HIGHWAY 441/27 CRA FUND	POLICE FORFEITURE FUND	POLICE EDUCATION FUND	DISCRETIONARY SALES TAX FUND	GAS TAX FUND	POLICE IMPACT FUND	FIRE IMPACT FUND	RECREATION IMPACT FUND
OPERATING CASH	\$ 4,907,977.97	\$ 297,485.02	\$ 418,570.59	\$ 573,567.58	\$ 2,187,473.75	\$ 80,587.23	\$ (2,219.62)	\$ 136,844.28	\$ 593,694.99	\$ 505,125.06	\$ 29,851.97	\$ 86,997.12
RESTRICTED CASH												
HUD SHIP PROGRAM & \$HOUSE PROCEEDS	71,913.80	71,913.80										
BOND/NOTE SINKING FUND	149,599.08		25,530.88		124,068.20							
SIGN GRANT												
R&R / OTHER RESTRICTED	7,426.57	7,426.57										
CUSTOMER DEPOSITS	600,000.00				600,000.00							
SUBTOTAL OF RESTRICTED CASH	\$ 828,939.45	\$ 79,340.37	\$ 25,530.88	\$ -	\$ 724,068.20	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL POOLED CASH	\$ 5,736,917.42	\$ 376,825.39	\$ 444,101.47	\$ 573,567.58	\$ 2,911,541.95	\$ 80,587.23	\$ (2,219.62)	\$ 136,844.28	\$ 593,694.99	\$ 505,125.06	\$ 29,851.97	\$ 86,997.12
NON-POOLED RESTRICTED CASH												
DEP-WELLS FARGO	-											
SUBTOTAL NON-POOLED CASH	\$ -											
TOTAL POOLED CASH AND INVEST	\$ 5,736,917.42	\$ 376,825.39	\$ 444,101.47	\$ 573,567.58	\$ 2,911,541.95	\$ 80,587.23	\$ (2,219.62)	\$ 136,844.28	\$ 593,694.99	\$ 505,125.06	\$ 29,851.97	\$ 86,997.12

INTERNAL SERVICE FUNDS

POOLED CASH & INVESTMENTS	INTERNAL SERVICE FUNDS TOTAL	HEALTH INSURANCE FUND	WORKERS' COMPENSATION FUND	RISK MANAGEMENT FUND	FLEET MAINTENANCE FUND
OPERATING CASH	\$ 6,466,124.78	\$ 1,054,067.77	\$ 2,045,665.99	\$ 159,082.71	\$ 3,207,308.31
RESTRICTED CASH	184,409.66				184,409.66
SUBTOTAL OF RESTRICTED CASH	\$ 184,409.66	\$ -	\$ -	\$ -	\$ 184,409.66
TOTAL POOLED CASH	\$ 6,650,534.44	\$ 1,054,067.77	\$ 2,045,665.99	\$ 159,082.71	\$ 3,391,717.97
TOTAL POOLED CASH AND INVESTMENTS	\$ 6,650,534.44	\$ 1,054,067.77	\$ 2,045,665.99	\$ 159,082.71	\$ 3,391,717.97

CITY OF LEESBURG
INVESTMENT REPORT
12/31/2020

DESCRIPTION	BALANCE 12/31/2020
BANK OPERATING AND SAVINGS ACCOUNTS	
Truist Bank - Disbursement	\$59,771,160
TD Bank - Savings	4,002,656
CenterState Bank - Savings	1,678,869
Centerstate Bank - CD	4,071,886
Synovus - CD	2,082,957
	\$71,607,527
LOCAL GOVERNMENT INVESTMENT POOLS	
FLSAFE	7,769,281
FLCLASS	9,830,504
FLPRIME	5,981,180
	23,580,965
U S TREASURY MONEY MARKET FUND (FGU Deposit)	165,067
US BANK (Fiscal Agent)	781,816
CHANDLER ASSET MANAGEMENT (SECURITIES)	39,015,000
PUBLIC TRUST ADVISORS (SECURITIES)	2,500,000
	41,515,000
TOTAL INVESTMENTS	<u>137,650,375</u>
MARKET ADJUSTMENT	<u>599,037</u>
TOTAL VALUE OF INVESTMENTS	<u><u>\$138,249,411</u></u>

