AGENDA
CITY COMMISSION MEETING
COMMISSION CHAMBERS, CITY HALL
MONDAY, NOVEMBER 14, 2016 5:30 PM

1. CALL TO ORDER

   INVOCATION

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

2. CERTIFICATION RESULTS OF THE NOVEMBER 8, 2016 ELECTION

3. MAYOR'S AWARD

4. PRESENTATIONS: None

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

   A. CITY COMMISSION MEETING MINUTES:

      1. Regular meeting held October 24, 2016

   B. PURCHASING ITEMS:

      1. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute Task Order No. 3 with AMEC Foster Wheeler Environment & Infrastructure, Inc. for professional engineering services associated with a ditch enclosure at 1700 South Street (aka Po-Boy's Ditch Enclosure Project) for an amount not to exceed $42,990.00; and providing an effective date.

      2. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Construction Services Agreement with Global Contracting Group, LLC for the Heritage Estates Stormwater Improvement Project for an amount not to exceed $470,586.02; and providing an effective date.

      3. Continuing Services Agreements for professional engineering services on a continuing basis.

A. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Professional services agreement with HDR Engineering, Inc. for Civil Engineering Services on a Continuing basis; and providing an effective date.

B. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Professional services agreement with GAI Consultants, Inc. for Civil Engineering Services on a Continuing basis; and providing an effective date.

4. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute Task Order 2017-1 with HDR Engineering, Inc. for professional design services related to Venetian Gardens Phase II - Ski Beach area for an amount of $110,749.00; and providing an effective date.

5. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute Task Order 2017-1 with GAI Consultants for professional design services related to Leesburg Gateway Improvements at US-441 & US-27 for an amount of $64,699.00; and providing an effective date.

6. Purchase request by the Information Technology Department for the annual replacement of desktop and notebook computers for a total amount of $51,608.00.

7. Resolution of the City Commission of the City of Leesburg authorizing the Mayor and City Clerk to execute a Professional Services Agreement with Borrelli & Partners, Inc. for design services related to the Venetian Gardens Community Building; and providing an effective date.

8. Purchase request by the Information Technology Department to Veytec, Inc. for CISCO Smartnet support services.

9. Purchase request by the Public Works Fleet Services Division for the replacement purchase of nineteen (19) vehicles for a total amount of $562,519.00.

10. Purchase request by the Electric Department for annual expenditure to Utility Consulting Services for professional services under an existing Agreement.

C. RESOLUTIONS:

1. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute grant agreements with Florida Department of Environmental Protection; and providing an effective date.

2. Resolution of the City Commission of the City of Leesburg, Florida adopting the establishment of the Police Officer Recruit (POR) position within the Police Department; and providing an effective date.

3. Resolution of the City Commission of the City of Leesburg, Florida approving staff to move forward with negotiating the sale of 10 acres on the 470 property to Intellisteel; and providing an effective date.

6. PUBLIC HEARINGS AND NON-ROUTINE ITEMS:

COMPREHENSIVE PLAN INFORMATION SIGN-UP SHEET (YELLOW) AVAILABLE

A. Public Hearing on the proposed millage and proposed budget for Fiscal Year 2016-17

1. Announce the name of the taxing authority, the rolled back rate, and the millage rate to be levied

2. Discuss the proposed aggregate millage rate

3. Request comments from the public regarding the millage rate and budget

4. Resolution finally adopting the millage rate of 4.2678 per $1,000 taxable value for Fiscal Year 2016-17

5. Request comments from the public regarding the Fiscal Year 2016-17 budget

6. Resolution finally adopting the Fiscal Year 2016-17 budget

7. Announce the adopted millage rate

B. Second reading of an Ordinance Amending the General Employees Retirement Plan, Adopted Pursuant to Ordinance No. 03-57, as Subsequently Amended.

C. Second reading of an Ordinance rezoning approximately thirty (30) acres from C-3 (Highway Commercial) to PUD (Planned Unit Development) for a property generally located northeast of the intersection of Arlington Ridge Boulevard and U.S. Highway 27, on the east side of U.S. Highway 27. (Stonegate)

D. Second reading of an Ordinance rezoning approximately 85 acres from PUD (Planned Unit Development) to PUD (Planned Unit Development) for a property generally located south of the intersection of East Dixie Avenue and South Lake Street and north of Mellathon Circle. (Venetian Isles)

E. First reading of an ordinance as to legal medical marijuana establishing a temporary moratorium within the municipal limits of Leesburg.

F. First reading of an ordinance rezoning 506 +/- acres, from PUD (Planned Unit Development) to (PUD Planned Unit Development) for a property generally located north of the Florida Turnpike, west of County Road 33 and east of County Road 48 (Denham Village)

7. INFORMATIONAL REPORTS:

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

A. Miscellaneous Accounts Receivable Customers with City Attorney

B. Expected Write-offs as of Sep 2016

C. Report of Receipts and Disbursements by Fund Sep 2016

D. City Manager Contingency Fund

8. CITY ATTORNEY ITEMS:

9. CITY MANAGER ITEMS:

10. 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.

11. ROLL CALL:

12. 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.

MINUTES OF THE CITY COMMISSION MEETING
MONDAY, OCTOBER 24, 2016

The City of Leesburg Commission held a regular meeting Monday, October 24, 2016, in the Commission Chambers at City Hall. Mayor Pro Tem Bone called the meeting to order at 5:30 p.m. with the following members present:

Commissioner John Christian
Commissioner Elise Dennison
Commissioner Dan Robuck
Mayor Pro Tem Bob Bone

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

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

Mayor Pro Tem Bone stated he knows the Mayor wishes he could be here tonight, he and his father are on their way back from a missions trip to Serbia.

PROCLAMATIONS: None

PRESENTATIONS: Amvets - Huey Project Update by Mr. Don VanBeck

Mr. VanBeck stated Wednesday they will start digging in the Veterans Memorial park to install the pipe and the memorial wall. When the Huey was taken to Tucker Steele it drew quite a crowd and he thanked Police Chief Hicks for the help getting it there. The Huey is now back at the airport for some manufacturing and painting and they will also be painting the pipe the Huey will sit on. After the concrete has dried for two or three days the main pipe will be installed and the memorial wall will be coming in from Georgia on the 26th. They expect to have the Huey up and running, as you will, on top of the pipe for the Veteran Day ceremony on November 11th at 2:00 p.m. He stated when they did the big monument dedication there was over a 1,000 people present and he does not know how many will show this time, but they are starting to get press inquiries.

Mayor Pro Tem Bone asked Mr. Van Beck if he has any updated pictures tonight of the huey. Mr. Van Beck answered no. Mayor Pro Tem Bone asked if he could email the updated photos to our City Manager for circulating them and Mr. Van Beck agreed.

Commissioner Dennison stated she is looking forward to seeing the Huey go up.

CONSENT AGENDA:
Item pulled for discussion:
5.C.2 = Leesburg Police Department donation of seized computers

Commissioner Robuck moved to adopt the Consent Agenda except for 5.C.2 and Commissioner Christian seconded the motion.

The Commission unanimously adopted the Consent Agenda.

CITY COMMISSION MEETING MINUTES:
Regular meeting held October 10, 2016

PURCHASING ITEMS: None

RESOLUTION 9899
Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute a rental agreement between the City of Leesburg and SunAir Aviation, Inc., for an airport hangar located at 8703 Airport Blvd; and providing an effective date.

ADOPTED RESOLUTION 9900 LEESBURG POLICE DEPARTMENT TO DONATE 19 SEIZED COMPUTERS

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

> RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, APPROVING THE LEESBURG POLICE DEPARTMENT TO DONATE 19 SEIZED COMPUTERS TO THE LEESBURG AFRICAN AMERICAN MUSEUM'S YOUTH OPPORTUNITY CENTER AND TO THE WEST LEESBURG COMMUNITY DEVELOPMENT CORPORATION; AND PROVIDING AN EFFECTIVE DATE.

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

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

Commissioner Dennison asked if this was made available to any other groups in the city and how was it advertised.

Police Chief Rob Hicks stated the need for computers at these two specific locations was actually brought to their attention prior to them having the computers. He spoke with different members of the community and these two were identified with the biggest needs. There are 19 computers to be split between these two and there still are some additional computers for others who may want to come forward and make the request from the Police Department.

The roll call vote was:

Commissioner Robuck	Yes
Commissioner Christian	Abstain
Commissioner Dennison	Yes
Mayor Pro Tem Bone	Yes

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

DISCUSSION ON SPECIAL MAGISTRATE

CM Minner stated at its last meeting the Commission gave him some directives with the special magistrate and he does not think anybody, at least on his level, knew there was a contract with the special magistrate that did have some indication on how go about terminating the agreement. While he thinks we quasi followed that, we did not follow that in terms of providing notice with that termination. He has spoken with special magistrate Schulte in some detail and she had some concerns; she felt like there was not enough communication which he can understand. The amount of cases which have gone through the system has really increased, so our code enforcement levels are there and he wonders if our expectations on how that goes is in the right place. He thought the best thing to do is ask Ms. Schulte to be here and he thinks she may have a statement for the Commission about her performance and some of the things that she sees we are doing. He thinks this evening is a good time to review this, kind of step back, communicate with Ms. Schulte in this topic, and then move forward as we are.

Mayor Pro Tem Bone asked Special Magistrate Schulte what she would like to present this evening.

Special Magistrate (SM) Kimberly Schulte first thanked the Commissioner she contacted for returning her telephone calls, stating she does appreciate them taking time out of their busy day to communicate with her. She has been the code enforcement magistrate for approximately 14 years and during this time has never had one complaint from any city commissioner, has been through now three city managers and has never had any complaint from any city manager up until now and that was only received on a day when she was briefly told she was fired. In the future she would be happy to go forward continuing to act as the special magistrate, but thinks there needs to be a clear line of communication and she needs to know who she will be hearing from; each commissioner, the city manager, or the Chief of Police Hicks, who by the way two weeks before she received the phone call from Mr. Minner told her in a meeting that he had no complaints. When she received this phone call from Mr. Minner on October 11, telling her that she was terminated it caught her completely off guard because she had no notification that any one was unhappy. She would like to know if she is going to continue to be the special magistrate, and also needs to make sure it is clear that she was terminated without due cause, and in breach of her contract. She is not going to sue, that is not in her nature, but she has been slandered because in the future if she wanted to be a judge this is now on her record, wrongfully. She would like something in the agenda or in the minutes from this meeting indicating that she is going to be the special magistrate, if that is what the Commission decides, that we are going to move forward, and the city is going to retroactively take back the termination because she needs to have a clear record moving forward with her life and her professional life.

SM Schulte stated she truly enjoyed working with Chief Hicks, Lisa, and now CarriAnne, Riley, and Pam; she thinks they make a great team and hopes we do not disturb that. She stated some case statistics from January 1, 2013 to December 31, 2013 there were 647 cases open and only 24 were brought before her. Pursuant to Florida Statute 162.06 she as the magistrate cannot make any complaints, she can make it as a private citizen, but she cannot tell the code officers go investigate this. As a special magistrate, she cannot say what is going to be on the calendar, that is up to her secretary and at the present time it is CarriAnne who is doing a fine job. From January 1, 2014 to December 31, 2014 there were 469 cases open, a reduction from 2013, and only 18 were brought before her;

January 1, 2015 to December 31, 2015, 768 cases open, 53 were brought before her and so far this year alone 818 cases through October 20, 2016 have been open and 92 have been brought before her.

Commissioner Christian inquired as to the cases; 92 as opposed to 18.

SM Schulte stated the 18 cases was when Officer Mike Howard was in the office and since then the number has steadily increased. From experience before Officer Howard she had on average between 15 to 35 cases each month and when he got in there the numbers steadily declined. The numbers have increased to 92 so far brought before her this year, so code is doing its job, they are really trying and she thinks they have made a difference as a team; the code enforcement officers and herself as the special magistrate. Should she remain as the special magistrate, she asks to have communication, perhaps between the Police department since it seems as though they have excellent lines of communication, never had any complaints, and that way if the Commission has any issues or concerns she will receive them; she just needs to have a clear line of communication. She is always open to suggestions because as Commissioner Christian stated at the beginning of this meeting, this is a nice city and she thinks we can only make it better.

Commissioner Christian stated the city council has had discussions where commissioners have been a little upset about the enforcement of code enforcement, but he does not think it is their job to call the magistrate. He thinks it goes back to the manager who listens to the commissioners concerns and maybe it wasn't relayed back, but there were several months with discussions on code enforcement that probably should have been brought to the magistrates' attention, so she could attend and defend herself and we dropped the ball by not knowing there was a contract. He is so sorry if she felt like she was slandered, but thinks maybe in the future, now that we know there is a contract we would handle it a little different.

SM Schulte thanked him and stated she is sure Mr. Morrison, a very, very competent attorney, knows the terms of the contract and is aware of it. She is willing to adhere to the terms of the contract if the city is, and the two times the city commission has asked her to appear, she has been here. When she spoke with Commissioner Robuck, he had concerns about delays but everyone needs to understand the city's building department has told her when they come before her that it is a minimum of 45 days to receive a permit and she does not want to set up the fine citizens of Leesburg for failure by telling them they have to have repairs done with the permit within 15 days, because what is going to happen is the fines are going to start accruing, the citizens are not going to be happy, everyone gets calls, or they are going to ask for a rehearing; she can only rule on the evidence that is brought before her. If told 45 days, she has to give the property owners 45 days to obtain a permit and that is what she has done. She presented two large notebooks filled with cases so far just from March to present, with staff recommendations and out of all this time, only twice has staff asked for something and she has gone lower on the amount; example one instance they asked for $75 per day fine and she did $50. There have been numerous incidences for 815 Washington Street, where city staff asked for a $100 - $150 per day violation because of the atrocious nature of the violation and she set it at $250 per day. She has heard concerns that she is being too lenient and offered her records if anyone would like to look through them.

Commissioner Dennison stated she does not think they have to look through her records because they receive a quarterly report that lists everything done, what was put off, what the fines were, etc. As far as communication goes, and this is just her, but Mr. Minner is in charge of all personnel in the city and she thinks he should be the one person communicating with the special magistrate. It could get very confusing to have five commissioners that might call or other people in the city, but it will just be Mr. Minner.

SM Schulte stated that is fine, she just needs to know.

Commissioner Robuck stated similar to what Commissioner Christian said, he thought staff had been relaying the concerns because the commission did speak about it multiple times. He apologized for whatever happened there. The 45 days for a building permit does concern him, maybe for new construction or commercial; but not for repair. As to code enforcement, he thinks those permits should be prioritized.

SM Schulte stated she was told by building officials that it was 45 days minimum to obtain a permit. On the last emergency hearing she had, she believes the city did expedite that one because it was an elderly gentleman living in the home where there was serious concerns and Mr. Rankin was very helpful, speaking with the building official and got that one expedited.

Commissioner Robuck stated not all are necessarily building permit related, some are for maintenance which does not require a permit. He does review the monthly reports and has noticed the pattern that if the people show up the magistrate is being more lenient on staff recommendations. If they do not show up, then generally staff recommendations are followed.

SM Schulte stated she can show where she has followed staff recommendations. On once incident a couple came in and both testified under oath that they had contacted numerous people in the city and that no one had told them that they needed a permit to cut down a tree. The city said there was no one who could refute that but she still gave them a $50 one time fine for cutting down the tree without a permit.

Commissioner Robuck stated he cannot tell her what to do, because that is her job as the magistrate, but can say that he will not be happy if just because someone shows up they receive leniency. We did have one recently with a medical issue and those type things, but in general if he were to see that pattern, he will be talking about this again.

SM Schulte replied as to that most recent emergency case she handled she was specifically told to go lenient. She was called in to the city manager's office before the meeting and was specifically told to go lenient. The ironic thing is after the commission meeting, there was the concern that she was being too lenient, yet she was called in to the city manager's office and told to be lenient. This is what she means about mixed signals. She does not know that she was necessarily lenient with that person, but found a way to work with the property owner and the city and thinks the issue was resolved. She stated her job is to try to look at the evidence brought before her and make a ruling on that and try to make sure that the city is protected, that the health, safety, and welfare of the citizens is protected, and also that the property owner is protected, but get done what needs to be done.

Commissioner Christian thinks if you have someone with a medical incident that is a special case, but his concern is the repeat customer who is just ignoring the code. If someone has a neighbor who just is not maintaining his grass and then only cuts it after code enforcement comes out and they get a fine, then here we go again every six months it is the same thing. It is happening throughout the city and he thinks code enforcement is to make people come into compliance.

SM Schulte stated she understands that and when that happens, when it is brought back before her as a repeat violation, instead of up to $250 a day fine she can do up to $500 a day, but she has to take into the consideration the gravity of the violation, have they been cooperative, and other factors and believes she does that. Unfortunately, she cannot go out and tell someone mow your lawn, she can only enter an order and have them served with it.

Mayor Pro Tem Bone stated he knows overall code enforcement is kind of a sensitive and touchy area of the city and has had the fortune or misfortune of being involved in a lot of aspects. He has been a special magistrate, has presented cases as an attorney to two special magistrates, worked for a city and presented cases to a code enforcement board and has represented the code enforcement board. The only aspect he has not done is be a code officer and he knows it is a hard job for them as well. Trying to work with people and being tough enough you just have to be able to live with whatever decisions you make and it might make some commissioners unhappy or make some of them happy.

CM Minner stated his management opinion with regard to the special magistrate contract is she does have a contract and that contract does have a termination clause in it. The commission, similar to our contract with the city manager, has a termination clause in there that you can terminate the special magistrate for or without cause and it requires a 30-day notice. His opinion was that the commission went to orchestrate that paragraph and we did not orchestrate it correctly because we never issued formal notice to the special magistrate; so therefore the special magistrate is not terminated. At the end of this proceeding, he thinks the commission will say move forward Special Magistrate Schulte and go on. The only other issues he would like to point out is as far as communication, he will gleefully accept his responsibility in this communication failure; it will not happen again. Third, as far as how we move organizationally as Commissioner Dennison spoke to is really simple, he does not think anything changes. The special magistrate works hand in hand with code enforcement and the chief of police and they need to continue to have that relationship with setting up the agenda and with the cases that go before the special magistrate; it really does come from code enforcement, not from his level. He would interfere with that process as he did with the one here previously which he will go into some detail on because he does not completely agree with how the special magistrate teed it up; he will give his side of the story. With direction from the commission, ultimately the commission is the boss, and he thinks the special magistrate understands that and if you have clear direction that you have given him in the past, he will see that that direction is carried out better in the future, so the communication train is hereby fixed and will not falter again.

SM Schulte introduced her Office Manager, Chase Westbrook, and stated he sent an e-mail to Mr. Minner will all her contact information as well as their office hours.

CM Minner stated with respect to leniency there was a case that came up, he did not think staff was handling it appropriately and instructed the Deputy City Manager to speak with the special magistrate about how he thought this needed to be handled and it was handled accordingly; period end of story and we did the right thing. He would have addressed the special magistrate had he been here, but had a conflict so instructed the deputy and yes, if you want to coin it as leniency we asked for leniency, but we asked for leniency because he did not think process was being followed corrected, there were some public safety issues there that needed to be addressed quickly and where staff was going was incorrect, so he intervened. As to the books the special magistrate showed earlier, he will take a little bit of credit for those, because of the actions the commission has directed. We have increased code enforcement, brought on new officers, it is a priority to the chief and the police department so he thinks we are aggressively addressing code enforcement issues and it is a tough job, but is getting done. At the end of the day, he does not think the special magistrate holds the key to the success of our code enforcement program, frankly he thinks the commission does and thinks you have given us the reins to do the right thing by adding more personnel and being aggressive about code enforcement. For two years strong now, it has done well and he thinks that is a reflection of the commission and the team we have.

Mayor Pro Tem Bone thinks we are heading in the right direction with code enforcement and with the added administrative position for the chief, obviously it was needed with the amount of volume going on. Moving forward he does not think we need to do anything further and thanked everyone for their work.

CM Minner stated to sum it up for the commission, henceforth Kim Schulte is still the special magistrate until further notice.

SM Schulte stated after doing this for 14 years, she just wants to make sure that in 30 days she is not going to get a notice saying you are terminated.

Commissioner Robuck stated the intent is not there.

SM Schulte thanked him for clarifying.

Mayor Pro Tem Bone stated communication can go both ways, so even when not hearing from the Chief or the City Manager, it could be appropriate that you reach out and ask how are things going, am I doing alright, or any comments on the work being done.

SM Schulte stated she will be happy to do that and if there is ever a time the commission wants updates, please just schedule with her office manager and she will come to the city commission meetings.

CONSIDERATION OF ARLINGTON RIDGE DEVELOPMENT AGREEMENT

CM Minner stated this agreement basically allows Arlington Ridge to process some new construction a little bit quicker. They have asked to start construction on houses without the final plat and on a staff level we have agreed to that and there are some caveats in the agreement that protects the city and no CO is issued until the final plat is made. He

thinks this is a good thing; it is friendly to development and encourages new development in the community.

Commissioner Christian asked if they are working on the final plat for submission.

Robbie Salzman stated right now they are still trying to get the development permit, but have already started on the plat and this does not go into effect until the plat is submitted. There is about a six to eight week lag between the time you finish the development and the time it can get recorded, so this just lets them start houses when the roads are out there and they have people waiting to move in. This will not go into effect until, that is one of the conditions, that the plat has been submitted.

Commissioner Dennison stated she has no problem with this and can understand with the economy turning around, the need for more homes, and being a neighbor of Arlington Ridge, thinks this is a good idea.

Commissioner Dennison moved to approve the Development Agreement and Commissioner Christian seconded the motion.

Mayor Pro Tem Bone asked for any further comments. There were none.

The roll call vote was:

Commissioner Christian	Yes
Commissioner Dennison	Yes
Commissioner Robuck	Abstain
Mayor Pro Tem Bone	Yes

Three yeas, no nays, one abstain, the Commission approved the agreement.

ADOPTED RESOLUTION 9901 DESIGN-BUILD AGREEMENT WITH MARBEK CONSTRUCTION

CM Minner stated this is staff's second attempt at the design for the pavilion. The two questions for the commission are do you like the remodel and are we willing to spend $520,000. The difference in our estimated budget, thinks there was $425,000 left, is actually old DOT money received from DOT that was encumbered for maintenance. We fund that a little bit differently so that was actually free general fund money we can shift anywhere, so we have that cost covered here.

Public Works Director (PWD) DC Maudlin stated four separate issues were addressed. One, there was a request for more glass, so we have opened it up with basically floor to ceiling glass panes throughout. Two, the brick stucco was a little to traditional, so to make it look more lake front went from the stucco to a hardy plank siding. The parking lot side of the building was too plain so we now have a rear canopy, columns, and a double door and also increased windows on the parking lot side. Third, the rectangular foot print was a little to boxy, so now you have almost, not really a T-type section but the bathroom area is a little smaller, not quite as deep as the main party area and Fourth, we extended the party area out so it goes all the way to what was in the earlier version the covered porch area.

Commissioner Robuck stated it is a major improvement. The only thing and it is really minor, but the grids over the doors do not match the ones over the windows.

PWD Maudlin replied they will for construction.

CM Minner stated essentially, we are looking for a motion to accept the design, move forward with the contract, and to shift the funds.

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

> RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A DESIGN-BUILD AGREEMENT WITH MARBEK CONSTRUCTION FOR THE ROGERS PARK PAVILION FOR AN AMOUNT NOT TO EXCEED $520,000.00; AND PROVIDING AN EFFECTIVE DATE.

Commissioner Dennison moved to accept the staff recommendations, including the transfer of funds, and move ahead with this project and Commissioner Christian seconded the motion.

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

Commissioner Christian stated he likes the new design but wants to make sure we understand that we are almost $100,000 above our budget and had no problem making a motion and getting a second to shift those funds around. When other projects come up in the near future, he wants to make sure we have the same vigor, excitement, and enthusiasm to move money to complete those projects in other parts of our city.

Mayor Pro Tem Bone stated this is a long way from where we started when we went out and had meetings there on the site and talked about whether to renovate that old building or not. He thinks spending the extra money is worth it to do this design and agrees with Commissioner Christian that if we are going to do other projects, and he is a believer if going to spend money to do a project that we do do it the right way and make it something the city is proud of. He asked if any square footage was lost in this re-design.

PWD Maudlin replied this was scaled down from what was originally advertised; this one and the previous one presented are the same square footage. Some square footage was lost because the restroom facility was shrunken.

Mayor Pro Tem Bone asked if the outdoor concept of having the patio is still within this design and PWD Maudlin replied it is.

The roll call vote was:

Commissioner Dennison	Yes
Commissioner Robuck	Abstain
Commissioner Christian	Yes

Mayor Pro Tem Bone Yes

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

FIRST READING OF AN ORDINANCE AMENDING THE GENERAL EMPLOYEES RETIREMENT PLAN

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

> AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, FURTHER AMENDING THE CITY OF LEESBURG RETIREMENT PLAN FOR GENERAL EMPLOYEES, ADOPTED PURSUANT TO ORDINANCE NO. 03-57, AS SUBSEQUENTLY AMENDED; AMENDING SECTION 1, DEFINITIONS; AMENDING SECTION 2, MEMBERSHIP; AMENDING SECTION 4, FINANCES AND FUND MANAGEMENT; AMENDING SECTION 6, BENEFIT AMOUNTS AND ELIGIBILITY; AMENDING SECTION 8, DISABILITY; AMENDING SECTION 10, OPTIONAL FORMS OF BENEFITS; AMENDING SECTION 14, MAXIMUM PENSION; AMENDING SECTION 15, MINIMUM DISTRIBUTION OF BENEFITS; AMENDING SECTION 25, PRIOR GOVERNMENT SERVICE; AMENDING SECTION 26, REEMPLOYMENT AFTER RETIREMENT; AMENDING SECTION 27, DEFERRED RETIREMENT OPTION PLAN; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY OF PROVISIONS; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING AN EFFECTIVE DATE.

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

FIRST READING OF AN ORDINANCE REZONING APPROXIMATELY THIRTY (30) ACRES FROM C-3 (HIGHWAY COMMERCIAL) TO PUD (PLANNED UNIT DEVELOPMENT) (STONEGATE)

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

> AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, REZONING APPROXIMATELY 30 +/- ACRES FROM C-3 (HIGHWAY COMMERCIAL) TO PUD (PLANNED UNIT DEVELOPMENT) ON PROPERTY GENERALLY LOCATED NORTHEAST OF THE INTERSECTION OF ARLINGTON RIDGE BOULEVARD AND US HIGHWAY 27 AND LYING EAST OF US HIGHWAY 27, AS LEGALLY DESCRIBED IN SECTIONS 13, 14, 23, AND 24, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (STONEGATE)

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

Commissioner Christian requested a better conceptual site plan be provided prior to the second reading. CM agreed.

FIRST READING OF AN ORDINANCE REZONING APPROXIMATELY 85 ACRES FROM PUD (PLANNED UNIT DEVELOPMENT) TO PUD (PLANNED UNIT DEVELOPMENT) (VENETIAN ISLES)

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

> AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, REZONING APPROXIMATELY 85 +/- ACRES FROM PUD (PLANNED UNIT DEVELOPMENT) TO PUD (PLANNED UNIT DEVELOPMENT) ON PROPERTY GENERALLY LOCATED SOUTH OF THE INTERSECTION OF EAST DIXIE AVENUE AND SOUTH LAKE STREET AND NORTH OF MELLATHON CIRCLE, AS LEGALLY DESCRIBED IN SECTION 25, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (VENETIAN ISLES)

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

Commissioner Dennison stated she is glad this is finally coming to fruition; glad the doctors have finally gotten their act together for this facility.

Commissioner Robuck stated he does not want to change this PUD because it is actually part of one that was approved prior, but on some of the design standards on 5-E-3, the third option is an all stucco option and then have to put in some features, but it is just up to the community development department to determine that. Going forward on future projects, he would personally like to see something more specific because the other two options are much more restrictive and while he certainly trusts Dan's judgment, just in general the idea of letting one staff person determine that, he would like to see more specifics.

Commissioner Christian asked what are the actually changes being made from this one to the last PUD.

Planning and Zoning Manager (PZM) Dan Miller stated the only change is adding a 55 plus apartment type complex on six acres, located on Option A of the site plan; 98 units on six acres, seniors only.

Commissioner Christian asked if we have a time line yet when they are going to do something.

Tony Benge, developer, stated the doctors, who are the new owners of the property, want to open their offices on the site as well, so there is some inherent movement for at least a

few of the medical components to be done right way. They are working with BESH Engineering and are spending everything necessary to get the permits as fast as they can.

INFORMATIONAL REPORTS: None

CITY ATTORNEY ITEMS: None

CITY MANAGER ITEMS: None

PUBLIC COMMENTS:

Caroline VanDyken requested more Police presence in Palmora Park during the Halloween trick-or-treat hours to help keep all our children safe.

ROLL CALL:

Commissioner Dennison thanked the Emmanuel Baptist Church who a week ago Sunday had a service for our First Responders and it was well received. There was present the Police, the Fire, EMTs, and the Sheriffs' department and they did a really nice job; so thank you. She stated she has received a note from her Airport Advisory Board representative that he will be stepping down and retiring. She announced that she is immediately replacing her representative with Mr. Alan Reisman, who worked for Brainerd Helicopter, then worked for the Villages, and is now back at Brainerd again. He has been very dedicated to this airport and she thinks he will do an excellent job.

Commissioner Christian had nothing this evening.

Commissioner Robuck stated in regards to the comments made about making city buildings nice, he is excited with the direction the pavilion is going and is also excited about the direction our future buildings are going. He stated Commissioner Christian was out of town during the last CRA meeting where we discussed West Leesburg, and at least he did not get the opinion that the majority of the Commission was concerned with trying to cut costs there; the concern was trying to get information on what we were going to do and making sure we have it right. He thinks it is going to be a great project and all the other ones will be too.

Mayor Pro Tem Bone stated he drove by the park again the other day and many kids were out there playing in that playground, so he thinks moving it up front there makes it so visible that you can see the activity rather than being stuck back in the corner. He thanked Travis, his staff and the police officers for the event this weekend on Saturday at Ski Beach, it was another nice event, good day, and no rain this time. He stated one of our downtown merchants called him about the parking issue with the college and they are a great partner downtown to have, they work real hard to work with us, but his guess is that there is still a particular issue there with parking. **Commissioner Christian** asked about the legality of walking across the street and stated he has almost been in two accidents where beacon college students just walk across the street. Who has the right of way if someone is driving down the road and they just walk across. **CA Morrison** stated it is ambiguous; the law says that motorist must yield to pedestrians in a designated cross walk, but it also says you cannot run over them. So if they are out there it really doesn't

matter if they are in the cross walk or not. **Commissioner Robuck** asked about getting some flashing walk signs maybe down by the Library where there is a designated cross walk. **CM Minner** stated staff is actually working on that. **Mayor Pro Tem Bone** stated the merchant is being told as far as the time that marking the tires and that kind of thing, there really is not the staff and time to go and do that. He is not sure what the solution is on, but does know that the college is open to trying to resolve issues and they want to be good neighbors downtown. **Commissioner Christian** suggested using the top of the parking garage for employees and students. **CM Minner** stated it has been discussed. **Commissioner Robuck** suggested putting in parking meters because really they have every right to park there as anyone else. **Mayor Pro Tem Bone** suggested maybe a voucher program with the downtown merchants, so if you had a parking system that did require payment, if you were shopping or eating with the local merchant you could get the voucher then you did not have to pay or something like that. He stated on a political matter that is very relevant to our area in Leesburg and to North Lake County, he knows there may be other different views, but the hospital district vote coming up is very important. The hospital tax goes to help not only the hospital, but also to help the clinics who provide care to indigent people and that indigent care is based on a 200% of the poverty level, they cannot have insurance, and have to live within the district. He sat on that hospital district for four years and saw the budgets, was there when laws were changed that required more transparency so that the hospital and clinics have to produce their information and it has to be audited. There is a great need for indigent care in our area and he thinks this is important because it does provide the hospital and clinics the ability to provide this healthcare and also continue to be able to provide top notch care not just to the indigent, but to everybody. That is a benefit we have in Leesburg, to have a good hospital, good doctors, and good medical offices that are doing some good things that we even talked about here tonight. He would encourage everyone to vote to continue that hospital district.

Commissioner Robuck stated he attended the FMPA meeting last week and some things have changed in Tallahassee. Year after year Representative Mayfield from Vero Beach tries to bring up a bill basically to say that she does not want municipalities to be in the business of providing electricity and they had a similar situation in Vero in the sense that they have members inside and outside the city and all are served by the city. That bill has gone nowhere, she was term limited out but is now going to be Senator Mayfield and there are now three other senators, the lobbyist provided a presentation, where this looked like it was going nowhere and all of a sudden it has been picked up. He thinks we need to have a workshop to discuss the possibility of a utility authority which is one direction cities have gone to. Not that he is wild about utility authorities, but it is either that or let the State tell us what to do. He thinks it would be good, especially if we could get the FMPA lobbyist or someone from the FMPA to come and brief us on this issue and possible ways we could do to put ourselves in a good position going forward. **Commissioner Dennison** stated it would be good to get ahead of this thing. **Commissioner Robuck** stated exactly, and last year we received the letter from Representative Larry Metz, an issue he stayed out of, and all of a sudden comes in on, so that just kind of tells you this is going places in Tallahassee. **Mayor Pro Tem Bone** thinks it is good that we be prepared whether this happens or not, but be prepared for it to happen. **CM Minner** stated he will get the Commission some information on this; absolutely.

ADJOURN:

The meeting adjourned at 6:37 p.m.

_____
Mayor

ATTEST:

_____
J. Andi Purvis
City Clerk & Recorder

AGENDA MEMORANDUM

Item No: 5.B.1.

Meeting Date: November 14, 2016

From: Michael Thornton, Purchasing Manager for
DC Maudlin, Public Works Director

Subject: Resolution authorizing execution of Task Order No. 3 with AMEC Foster Wheeler Environment & Infrastructure, Inc. for professional engineering services

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Staff Recommendation:
Staff recommends approval of the resolution authorizing execution of Task Order 3 with AMEC Foster Wheeler Environment & Infrastructure, Inc. for an amount not to exceed $42,990.00.

Analysis:
The purpose of this Task Order is to design services to reroute an existing drainage pipe that runs under the building at 1509 South Street, enclose the ditch at 1700 South Street (Po-Boy's) and rehab corrugated metal pipe from Po-Boy's property to Flamingo Pond.

The first part of this project will reroute an existing drainage pipe that runs under the building at 1509 South Street. The second part is to enclose an open ditch at Po-Boy's. The open ditch currently requires cleaning, mowing, slope restoration and silt removal. The third part is to rehab an existing corrugated metal pipe that runs from the ditch to Flamingo Pond. Due to age and condition this pipe is in need of rehabilitation.

Procurement Analysis:
A Professional Services Agreement for engineering services on a continuing basis was approved by Resolution 9245. This Task Order is made in accordance with the Professional Services Agreement.

Options:
1. Approve the resolution authorizing execution of the Task Order 3 with AMEC Foster Wheeler Environment & Infrastructure, Inc. for an amount not to exceed $42,990.00; or
2. Such alternative action as the Commission may deem appropriate

Fiscal Impact:
This project was included in the prior fiscal year. Funds were unspent and will be requested to be rolled forward into the current year budget.

Submission Date and Time: 11/14/2016 9:54 AM

Department:	**Public Works**	**Reviewed By**		Account No.:	**014-7099-537.31-30**
Prepared by:	**Lisa Wolfkill**	Department Head:	**DCM**	Project No.:	**140002**
Attachments:	X Yes ___ No	Finance Department:		WF/Job No.:	**WF1001078/001**
Advertised:	___ Yes X Not Required	Deputy City Manager:		Req. No.:	**48685**
Dates:		**Submitted by:**		Budget:	
Attorney Review:	___ Yes X No	City Manager:		Available:	

RESOLUTION NO._____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE TASK ORDER NO. 3 WITH AMEC FOSTER WHEELER ENVIRONMENT & INFRASTRUCTURE, INC. FOR PROFESSIONAL ENGINEERING SERVICES ASSOCIATED WITH A DITCH ENCLOSURE AT 1700 SOUTH STREET (aka PO-BOY'S DITCH ENCLOSURE PROJECT) FOR AN AMOUNT NOT TO EXCEED $42,990.00; 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 AMEC FOSTER WHEELER ENVIRONMENT & INFRASTRUCTURE, INC. whose address is 2000 E. Edgewood Drive, Suite 215, Lakeland, Florida 33803 (email: tonya.morris@amecfw.com) for Professional Engineering Services.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held the 14th day of November 2016.

_____
Mayor

ATTEST:

_____
City Clerk

TASK ORDER NUMBER 3
TO AGREEMENT FOR PROFESSIONAL SERVICES
ON A CONTINUING BASIS

THIS TASK ORDER is made as of the 14th day of November in the year 2016, between **THE CITY OF LEESBURG, FLORIDA,** a Florida Municipal Corporation, whose address is 501 West Meadow Street, Post Office Box 490630, Leesburg, Florida 34749-0630 (hereinafter referred to as the "CITY"), and **AMEC FOSTER WHEELER ENVIRONMENT & INFRASTRUCTURE, INC.** whose address is 2000 E. Edgewood Drive, Suite 215, Lakeland, Florida 33803 (hereinafter referred to as the "PROFESSIONAL").

WITNESSTH:

WHEREAS, on August 12, 2013, the CITY and PROFESSIONAL entered into an Agreement for professional engineering services on a Continuing Basis (hereinafter referred to as the "Master Agreement"). The Master Agreement is referenced herein as though set forth in full text.

WHEREAS, the CITY and the PROFESSIONAL desire to enter into a Written Task Order Number 3 (hereinafter referred to as "Task Order") for a fee not to exceed **$42,990.00**. The services are general described as Professional Engineering Services Po-Boy's Ditch Enclosure Project and specifically described in **ATTACHMENT "A"**

NOW THEREFORE, for and in consideration of the mutual covenants and promises contained in this Task Order, the CITY and the PROFESSIONAL do hereby agree as set forth below:

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

2. The Parties agree to the Scope of services and budget pursuant to the AMEC proposal dated October 5, 2016 and included as **ATTACHMENT "A"**.

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

[Signature page follows.]

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

AMEC FOSTER WHEELER ENVIRONMENT & INFRASTRUCTURE, INC.

By: Michael D. Phelps

Printed: Micheal D. Phelps

Its: Office Manager
(Title)

THE CITY OF LEESBURG, FLORIDA

By: _____
Jay Hurley, Mayor

Attest: _____
City Clerk

ATTACHMENT "A"

October 5, 2016

Mr. James Feagle
Deputy Director of Public Works
City of Leesburg
550 S. 14th Street
Leesburg, Florida 34748

VIA EMAIL: jimmy.feagle@leesburgflorida.gov

Re: Proposal for Professional Engineering Services
Po-Boy's Ditch Enclosure Project
Engineering Design and Permitting
Amec Foster Wheeler Project No. 600268.3

Mr. Feagle:

Amec Foster Wheeler Environment & Infrastructure, Inc. (Amec Foster Wheeler), is pleased to submit this proposal to the City of Leesburg (City) for Professional Engineering Services for preliminary engineering associated with the Po-Boy's Ditch Enclosure project. The project is understood to involve preliminary engineering, design, permitting, and construction phase services. This proposal provides an overview of the services to be provided by Amec Foster Wheeler.

SCOPE OF SERVICES

TASK 1 – ECOLOGICAL ASSESSMENT

Amec Foster Wheeler will conduct a desktop investigation, site visit, and preliminary consultation with regulatory agencies to make a determination if the proposed improvements will adversely affect jurisdictional surface waters, wetlands, or protected wildlife. The site visit will include a wetland/surface water delineation with all wetlands flagged and recorded using a sub-meter GPS. The site visit will also include a brief survey for any listed species found in the project area. GPS data will be provided to the surveyor for inclusion in final surveys.

Amec Foster Wheeler will provide a recommendation for further ecological assessments, if necessary. Additional ecological assessments, research or permitting will be performed under a separate Task Authorization.

TASK 2 – TOPOGRAPHIC SURVEY

Amec Foster Wheeler will perform a topographic survey of the project area depicted in **EXHIBIT A** to support design and permitting of the project. The following will be included with the survey, as applicable:

- Locate all improvements and utilities, as evidenced by above ground features or as marked by the designated utility company representative.

Amec Foster Wheeler Environment & Infrastructure, Inc.
2000 E. Edgewood Drive, Ste 215
Lakeland, Florida 33803
Tel (863) 667-2345
Fax (863) 667-2662 www.amecfw.com

- Locate trees, fences, sanitary and drainage structures including inverts, pipe size and material.
- Obtain spot elevations on natural ground and existing improvements suitable for interpolation of one foot contours to be shown on the final drawing.
- Set a minimum of 2 site benchmarks within the site.
- Topographic coverage will be limited to the area depicted on **EXHIBIT A**. Existing storm sewer data will be collected for the existing system from the point of connection at the former railroad embankment to the nutrient separating baffle box at Flamingo Pond.
- Horizontal control will be tied to the Florida State Plane Coordinate System and vertical control to NAVD88.

Amec Foster Wheeler will prepare a sketch and description for a drainage easement on Parcel 1291909 and a sketch and description for a drainage easement on Parcel 3781301 based on the proposed storm sewer realignment.

All services and products will be performed in conformance with Florida Administrative Code Rule Chapter 5J-17, pursuant to Chapter 472, Florida Statutes.

TASK 3 – CONSTRUCTION PLAN PREPARATION

Amec Foster Wheeler will prepare construction plans for the project. The scope of improvements are anticipated to include a stormwater control structure at the south end of the south wetland cell on the Po-Boy's parcel. Storm sewer pipe will be specified from the control structure to the point of connection with the existing storm sewer system at the former railroad embankment. It is understood that the Po-Boy's parcel has significant floodplain coverage. Reduction of the floodplain elevation, FEMA coordination, etc. is not included in the scope of services.

Amec Foster Wheeler will evaluate alternative routes, as depicted on **EXHIBIT B**, for the storm sewer from the railroad embankment to the existing storm sewer pipe at the SR 44 north edge of pavement. The design for the south side of SR 44 will include a storm sewer realignment and abandonment of the existing storm sewer under the commercial building. Amec Foster Wheeler will prepare 30% Construction Plans depicting the recommended storm sewer configuration.

Construction plans will be formatted to 24"x36" sheets and provided to the City at the 30%, 60%, and 90% completion stages. Amec Foster Wheeler will meet with the City to discuss the 30%, 60%, and 90% plans and incorporate City comments into the development of subsequent construction plan submittals. Construction plans provided after St Johns River Water Management District (SJRWMD) Environmental Resource Permitting (ERP), as described in Task 5, will be considered the 100% construction plans. Bid quantities and an opinion of probable construction costs will be prepared at each completion stage.

Construction plans and specifications will reference the Florida Department of Transportation Standard Specifications for Road and Bridge Construction and City of Leesburg Standards as the governing specifications for the project.

The proposed system will be modeled using Streamline Technologies, Inc. ICPR software. The design will be based on the 10-year, 24-hour storm event with a maximum allowable hydraulic grade line not to exceed the grates of proposed structures. The 25-year/24-hour, 50-year/24-hour, and 100-year/24-hour events will also be modeled for reference.

TASK 4 – PERMITTING

Amec Foster Wheeler will attend one Environmental Resource Permit (ERP) Pre-Application Meeting with St Johns River Water Management District (SJRWMD) regulatory staff to discuss the conceptual construction plans. Minutes of the Pre-Application Meeting will be provided to the City.

Following the City review of the 90% construction plans, Amec Foster Wheeler will submit an ERP application package to SJRWMD. The City will be responsible for providing all permit application fees. Responses to agency reviews will be limited to clarification of previously submitted materials and excludes additional engineering or analysis. Permitting and review by FDOT or additional agencies is not anticipated. If required, additional agency reviews will be covered under a separate Task Authorization.

TASK 5 – BID PHASE SERVICES

For the purpose of this proposal, it is assumed that the City will enter into one contract for construction of the Project. The City will be responsible for the preparation of front end contract documents, advertisement of the Project, and distribution of the Bid Documents to prospective bidders.

Amec Foster Wheeler will prepare technical specifications, supplemental conditions, and the scope of work document. Amec Foster Wheeler will attend one pre-bid meeting and address engineering related questions during the bid phase. Amec Foster Wheeler will review the received bids for completeness and qualification. Amec Foster Wheeler will provide a written summary of the received bids, identifying the lowest qualified bidder.

TASK 6 – CONSTRUCTION PHASE SERVICES

For the purpose of this proposal, it is assumed that the construction duration will not exceed 90 calendar days.

Amec Foster Wheeler will attend one pre-construction meeting. The meeting agenda and summary will be prepared by Amec Foster Wheeler.

Amec Foster Wheeler will review the construction contractor's shop drawing submittals and other submittals for general conformance with the Contract Documents.

Amec Foster Wheeler will attend up to three construction progress meetings. The meeting agendas and summaries will be prepared by Amec Foster Wheeler.

Amec Foster Wheeler will visit the site at intervals deemed appropriate by the Amec Foster Wheeler to review the construction of the Project for general conformance with Contract Documents. This task assumes a City employee will be assigned as the primary point of contact between the City and the Contractor and responsible for the day to day Contractor oversight. Up to 6 site visits by an Amec Foster Wheeler representative are anticipated throughout the anticipated 12 week construction schedule. Full time construction engineering and inspection services are not proposed under this scope. Amec Foster Wheeler will address construction concerns and bring them to the City's attention immediately. Amec Foster Wheeler staff will assist the City in the review of construction contractor invoices. Technical questions regarding the engineering will be addressed. Answers will be provided to the City to be incorporated into Request for Information (RFI) responses, as applicable.

If applicable, Amec Foster Wheeler will review alternate construction methods and substitute products as proposed by the construction contractor. Reviews will be performed in accordance with the standard general conditions of the agreement between the City and the construction contractor. Amec Foster Wheeler will review shop drawings submittals as provided by the contractor.

Amec Foster Wheeler will review the contractor-provided as-built drawings and inspection reports. Amec Foster Wheeler will not be providing certification for the construction related activities such as craftsmanship of work completed, material control, or adherence to specifications.

DELIVERABLES

Amec Foster Wheeler will provide the following deliverables for this project:

- Ecological Assessment;
- Topographic Survey;
- 30% Completion Package;
- 60% Completion Package;
- 90% Completion Package;
- Proposed Easement Sketches and Descriptions;
- SJRWMD Permit Application Package; and
- Final Construction Plans.

BUDGET ESTIMATE

The budget for this project is listed by task below. The Tasks 1 through 5 will be billed as a lump sum project with monthly invoices based on percent complete. Task 6 will be billed on a cost plus maximum basis with a not to exceed fee of $9,770.00.

Task	Description	Cost
1	Ecological Assessment	$4,230
2	Topographic Survey	$10,415
3	Construction Plan Preparation	$13,870
4	Permitting	$2,350
5	Bid Phase Services	$2,355
6	Construction Phase Services	$9,770
	Total	**$42,990**

SCHEDULE

We have provided the schedule below as an estimate of the time required to complete each task. We assumed that we will receive a task assignment for this project in October 2016.

Task Description	Begin Task	Complete Task
Ecological Assessment	October 2016	November 2016
Topographic Survey	October 2016	November 2016
30% Construction Plans	November 2016	December 2016
60% Construction Plans	December 2016	January 2016
90% Construction Plans	January 2016	February 2017
Permitting	February 2017	April 2017
Bid Phase	May 2017	June 2017
Construction Phase	July 2017	September 2017

PROJECT UNDERSTANDING

The following services can be provided by Amec Foster Wheeler, if authorized, but are not included in this proposal:

- Boundary or As-Built Survey
- Geotechnical Analysis
- Stormwater Management Pond Design
- Easement Research or Property Owner Coordination
- Easement Recording
- Meetings not specifically described in the Scope of Services

The City will provide exhibits depicting approximate locations of existing City utilities within the project area, including water, sanitary sewer, gas, and electric.

This proposal is valid for a period of 30 days. The terms and conditions of the Agreement for Professional Services on a Continuing Basis between the City of Leesburg and AMEC Environment & Infrastructure, Inc. dated August 10, 2015 are incorporated by reference. We appreciate this opportunity to work with the City of Leesburg. If you have any questions please do not hesitate to contact us at 863-667-2345.

Sincerely,

Mark J. Frederick, P.E., CFM
Project Manager

Michael D. Phelps, P.E.
Office Manager

MJF/MDP/tjm

Attachments:
- EXHIBIT A – Survey Scope Area Exhibit
- EXHIBIT B – Conceptual Alternatives Exhibit

SURVEY TO INCLUDE TOPOGRAPHIC INFORMATION WITHIN THE "PROJECT BOUNDARY" AND STORM SEWER INFORMATION FROM THE FORMER RAILROAD EMBANKMENT TO FLAMINGO POND.

Notes:

1- Project No.: 600268.3

2- Data Sources - FDOT Imagery, 2014

3- This map is intended to be used for planning purposes only. It is not a survey.

Date: 9/2015
Drawn: MJF

Explanation of Features

N

Project Boundary

Existing City Storm Sewer Pipe

Parcels

0 100 200

1" = 200'

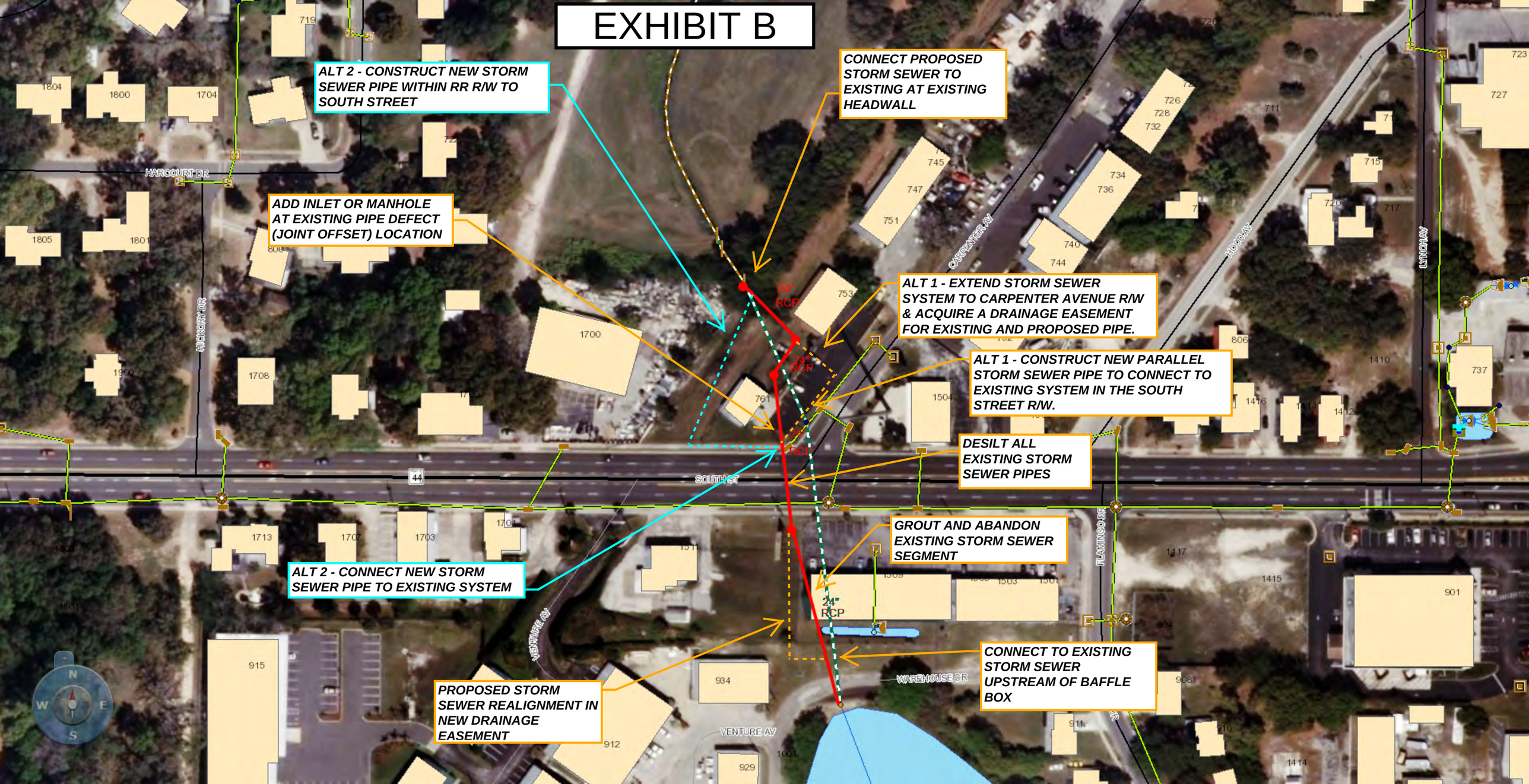
amec foster wheeler

Amec Foster Wheeler
Environment & Infrastructure, Inc.
2000 E. Edgewood Drive Ste #215
Lakeland, FL 33803
CA-5392
(863) 667-2345

EXHIBIT A
SURVEY SCOPE AREA
PO-BOY'S DITCH ENCLOSURE
CITY OF LEESBURG, FLORIDA

File Path: T:\600268.3 City of Leesburg - Po-Boy's Ditch Enclosure\Drawings\GIS\ProjectLimits.mxd

EXHIBIT B


ALT 2 - CONSTRUCT NEW STORM SEWER PIPE WITHIN RR R/W TO SOUTH STREET
CONNECT PROPOSED STORM SEWER TO EXISTING AT EXISTING HEADWALL
ADD INLET OR MANHOLE AT EXISTING PIPE DEFECT (JOINT OFFSET) LOCATION
ALT 1 - EXTEND STORM SEWER SYSTEM TO CARPENTER AVENUE R/W & ACQUIRE A DRAINAGE EASEMENT FOR EXISTING AND PROPOSED PIPE.
ALT 1 - CONSTRUCT NEW PARALLEL STORM SEWER PIPE TO CONNECT TO EXISTING SYSTEM IN THE SOUTH STREET R/W.
DESILT ALL EXISTING STORM SEWER PIPES
GROUT AND ABANDON EXISTING STORM SEWER SEGMENT
ALT 2 - CONNECT NEW STORM SEWER PIPE TO EXISTING SYSTEM
CONNECT TO EXISTING STORM SEWER UPSTREAM OF BAFFLE BOX
PROPOSED STORM SEWER REALIGNMENT IN NEW DRAINAGE EASEMENT
24" RCP
24" RCP
24" RCP
24" RCP
HARCOURT DR
HICKORY DR
SOUTH ST
CARPENTER AV
HOOD AV
LINDIAN AV
FLAMINGO DR
WAREHOUSE DR
VENTURE AV
VENTURE AV
44
1804
1800
1704
1805
1801
1700
1708
1713
1707
1703
753
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AGENDA MEMORANDUM

Item No: 5.B.2.

Meeting Date: November 14, 2016

From: Mike Thornton, Purchasing Manager for
DC Maudlin, Public Works Director

Subject: Resolution approving execution of a construction services agreement for the Heritage Estates Stormwater Improvement Project.

Staff Recommendation:
Staff recommends award of Invitation to Bid 160581 and execution of the construction services agreement with Global Contracting Group, LLC for an amount not to exceed $470,586.02.

Analysis:
This project is generally located in the abandoned railroad right-of-way starting at the intersection of S. East Street/E. Magnolia Street and extends to East Dixie Avenue (SR-44). This project includes the construction of three (3) dry retention swales with underdrains over a total length of 1,200 feet with associated inlets, installation of outfall structures with piping, enclosing existing ditches and grading for future construction of a multi-use recreation trail. Work also includes minor roadway, sidewalk, curb, driveway and guardrail restoration.

Procurement Analysis:
On September 6, 2016 the Purchasing Division issued Invitation to Bid (ITB) 160581 soliciting interested and qualified contractors to submit bids for this project. The opportunity was advertised in the Orlando Sentinel, posted on-line at Public Purchase and known contractors were directly notified by e-mail. On September 15, 2016 four (4) contractors attended the non-mandatory pre-bid meeting.

On October 18, 2016 the Purchasing Division received and publicly opened eight (8) sealed bids. Following review of the bids, staff deemed Global Contracting Group, LLC located in Wildwood, Florida a responsive and responsible bidder submitting the lowest bid. Past project references were verified and the company was rated very good. Based on the results of the review, staff recommends awarding the bid to Global Contracting Group, LLC. The summary of the bids is listed here. The detailed bid tabulation is attached to this staff report for your review.

Summary of Bids

Company Name	Location	Local Preference	Base Bid
Global Contracting Group, LLC	Wildwood, FL	Yes – Tier II	**$470,586.02**
Landmark Civil Services, LLC	Winter Haven, FL	No	$505,695.70
Stage Door II, Inc.	Apopka, FL	No	$573,473.00
Village Construction, Inc.	Leesburg, FL	Yes – Tier I	$574,705.80
Commercial Industrial Corp	Ocala, FL	No	$681,650.75
Hartman Civil Construction Co., Inc.	Hernando, FL	No	$697,300.00
Estep Construction, Inc.	Tavares, FL	Yes – Tier II	$731,963.95
CW Roberts Contracting, Inc.	Wildwood, FL	Yes – Tier II	$847,105.85

Options:

1. Award ITB 160581 and approve execution of the Agreement with Global Contracting Group, LLC; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

This project will receive grant funding from the Saint John's River Water Management District (SJRWMD) – 30%, Lake County Water Authority (LCWA) – 25% and Florida Department of Environmental Protection (FDEP) – 33%. The balance of the project will be funded from the Stormwater fund.

Submission Date and Time: 11/14/2016 9:54 AM

Department:	**Public Works**	**Reviewed By**		Account No.:	**014-7099-537.63-10**
Prepared by:	**Lisa Wolfkill**	Department Head:	**DCM**	Project No.:	**140002**
Attachments:	X Yes ___ No	Finance Department:		WF/Job No.:	**WF927410**
Advertised:	X Yes ___ Not Required	Deputy City Manager:		Req. No.:	**48484**
Dates:	**09/04/2016**	**Submitted by:**		Budget:	
Attorney Review:	___ Yes X No	City Manager:		Available:	

RESOLUTION NO._____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A CONSTRUCTION SERVICES AGREEMENT WITH GLOBAL CONTRACTING GROUP, LLC FOR THE HERITAGE ESTATES STORMWATER IMPROVEMENT PROJECT FOR AN AMOUNT NOT TO EXCEED $470,586.02; 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 GLOBAL CONTRACTING GROUP, LLC whose address is 8470 NE 44th Drive, Wildwood, FL 34785, (email: Robert.rinker@totalearthservices.us) for construction services on the Heritage Estates Stormwater Improvement project pursuant to Invitation to Bid 160581.

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 14th day of November 2016.

_____
Mayor

ATTEST:

_____
City Clerk

** Notice of Recommendation of Award **

Date: **October 20, 2016**
Bid No. & Title: **160581 – Heritage Estates Stormwater Improvements**
Buyer: **Lisa Wolfkill, Senior Buyer**
Commission Meeting: **November 14, 2016 at 5:30 PM**

I will be recommending the following award for the Heritage Estates Stormwater Improvement project to our City Commission at their regular meeting on November 14, 2016 at 5:30 PM. A comprehensive Final Bid Tabulation for the referenced solicitation is attached.

Recommended Vendor: **GLOBAL CONTRACTING GROUP, LLC**
8470 NE 44th Drive
Wildwood, FL 34785

Their bid has been reviewed and determined to be responsive and responsible.

Should you have any questions regarding this notice please contact me at (352)728-9880. The City appreciates the time and effort of all parties responding to this solicitation.

Respectfully,

Mike Thornton

Mike Thornton, CPPO
Purchasing Manager

attachment (Final Bid Tabulation)

Remember to register with the City of Leesburg at www.PublicPurchase.com to be notified of future bid opportunities with the City.

Purchasing Division
204 N. 5th Street, Leesburg, FL 34748
Ofc: (352)728-9880 | purch@leesburgflorida.gov
www.leesburgflorida.gov

City of Leesburg, FL
Purchasing Division

Final Bid Tabulation
160581 - Heritage Estates Stormwater Improvements

October 18, 2016
2:00 PM

				Vendor	Global Contracting Group, LLC		Landmark Civil Services, LLC		Stage Door II, Inc.		Villages Construction, Inc.	
				Location	Wildwood, FL		Winter Haven, FL		Apopka		Leesburg, FL	
#	ITEM	ITEM DESCRIPTION	QTY	UNIT	Unit Cost	Ext. Cost	Unit Cost	Ext. Cost*	Unit Cost	Ext. Cost	Unit Cost	Ext. Cost
1	101-1	Mobilization	1	LS	$48,300.00	$ 48,300.00	$83,000.68	$ 83,000.68	$50,000.00	$ 50,000.00	$80,000.00	$ 80,000.00
2	102-1	Maintenance of Traffic	1	LS	$ 4,595.00	$ 4,595.00	$18,814.84	$ 18,814.84	$10,000.00	$ 10,000.00	$ 2,000.00	$ 2,000.00
3	104-10-3	Sediment Barrier	1,089	LF	$ 2.60	$ 2,831.40	$ 2.20	$ 2,395.80	$ 3.00	$ 3,267.00	$ 3.00	$ 3,267.00
4	104-12	Staked Turbidity Barrier	67	LF	$ 17.40	$ 1,165.80	$ 8.80	$ 589.60	$ 25.00	$ 1,675.00	$ 7.00	$ 469.00
5	104-15	Soil Tracking Prevention Device	2	EA	$ 3,660.00	$ 7,320.00	$ 2,027.54	$ 4,055.08	$ 2,000.00	$ 4,000.00	$ 700.00	$ 1,400.00
6	104-18	Inlet Protection System	6	EA	$ 89.00	$ 534.00	$ 169.77	$ 1,018.62	$ 250.00	$ 1,500.00	$ 100.00	$ 600.00
7	110-1-1	Clearing and Grubbing	2.65	AC	$15,775.00	$ 41,803.75	$17,107.94	$ 45,336.04	$25,000.00	$ 66,250.00	$20,000.00	$ 53,000.00
8	120-1	Regular Excavation	7,226.10	CY	$ 6.50	$ 46,969.65	$ 9.31	$ 67,274.99	$ 10.00	$ 72,261.00	$ 13.00	$ 93,939.30
9	120-6	Embankment	5,326.50	CY	$ 4.40	$ 23,436.60	$ 7.58	$ 40,374.87	$ 10.00	$ 53,265.00	$ 4.00	$ 21,306.00
10	121-70	Flowable Fill	49.2	CY	$ 195.00	$ 9,594.00	$ 173.56	$ 8,539.15	$ 200.00	$ 9,840.00	$ 130.00	$ 6,396.00
11	425-1-521	Inlets, Ditch Bottom, Type D, <10'	2	EA	$ 2,884.00	$ 5,768.00	$ 3,037.54	$ 6,075.08	$ 2,000.00	$ 4,000.00	$ 7,500.00	$ 15,000.00
12	425-1-541	Inlets, Ditch Bottom, Type D, <10'	3	EA	$ 4,125.00	$ 12,375.00	$ 337.82	$ 1,013.46	$ 3,000.00	$ 9,000.00	$ 7,700.00	$ 23,100.00
13	425-1-543	Inlets, Ditch Bottom, Type D, J-BOT, <10'	1	EA	$ 8,106.00	$ 8,106.00	$ 5,860.32	$ 5,860.32	$ 6,000.00	$ 6,000.00	$ 8,700.00	$ 8,700.00
14	425-2-61	Manholes, Type 8, <10'	2	EA	$ 2,852.00	$ 5,704.00	$ 3,233.85	$ 6,467.70	$ 2,500.00	$ 5,000.00	$ 8,600.00	$ 17,200.00
15	425-2-91	Manholes, Type 8, J-BOT, <10'	2	EA	$ 8,621.00	$ 17,242.00	$ 4,064.15	$ 8,128.30	$ 8,000.00	$ 16,000.00	$ 8,400.00	$ 16,800.00
16	430-175-118	Pipe Culvert, Optional Material, Round 18" S/CD	192	LF	$ 41.00	$ 7,872.00	$ 68.93	$ 13,234.56	$ 40.00	$ 7,680.00	$ 70.00	$ 13,440.00
17	430-175-124	Pipe Culvert, Optional Material, Round 24" S/CD	28	LF	$ 73.00	$ 2,044.00	$ 176.33	$ 4,937.24	$ 60.00	$ 1,680.00	$ 80.00	$ 2,240.00
18	430-175-148	Pipe Culvert, Optional Material, Round 48" S/CD	593	LF	$ 168.00	$ 99,624.00	$ 118.73	$ 70,406.89	$ 180.00	$ 106,740.00	$ 160.00	$ 94,880.00
19	430-982-125	Mitered End Section, Optional Material, Round, 18" CD	3	EA	$ 1,050.00	$ 3,150.00	$ 1,763.71	$ 5,291.13	$ 1,000.00	$ 3,000.00	$ 800.00	$ 2,400.00
20	430-982-141	Mitered End Section, Optional Material, Round, 48" CD	1	EA	$ 4,625.00	$ 4,625.00	$ 4,530.80	$ 4,530.80	$ 4,000.00	$ 4,000.00	$ 3,500.00	$ 3,500.00
21	440-1-50	Underdrain, Type V	1,675	LF	$ 38.50	$ 64,487.50	$ 34.30	$ 57,452.50	$ 40.00	$ 67,000.00	$ 40.00	$ 67,000.00
22	440-73-2	Underdrain Outlet Pipe, 6-inch	121	LF	$ 17.90	$ 2,165.90	$ 88.30	$ 10,684.30	$ 40.00	$ 4,840.00	$ 20.00	$ 2,420.00
23	440-73-4	Underdrain Outlet Pipe, 10-inch	42	LF	$ 38.30	$ 1,608.60	$ 102.31	$ 4,297.02	$ 40.00	$ 1,680.00	$ 18.00	$ 756.00
24	520-1-10	Concrete Curb & Gutter, Type F	15	LF	$ 41.60	$ 624.00	$ 165.58	$ 2,483.70	$ 30.00	$ 450.00	$ 35.00	$ 525.00
25	522-2	Concrete Sidewalk and Driveways, 6-inch	14.3	SY	$ 61.00	$ 872.30	$ 152.29	$ 2,177.75	$ 50.00	$ 715.00	$ 70.00	$ 1,001.00
26	524-1-1	Concrete Ditch Pavt, Non reinforced, 3-inch	29.9	SY	$ 59.80	$ 1,788.02	$ 108.04	$ 3,230.40	$ 50.00	$ 1,495.00	$ 60.00	$ 1,794.00
27	536-1-1	Guardrail – Roadway	87	LF	$ 32.00	$ 2,784.00	$ 53.90	$ 4,689.30	$ 175.00	$ 15,225.00	$ 80.00	$ 6,960.00
28	570-1-1	Performance Turf (Seed and Mulch)	4,097	SY	$ 2.20	$ 9,013.40	$ 0.78	$ 3,195.66	$ 2.00	$ 8,194.00	$ 1.50	$ 6,145.50
29	570-1-2	Performance Turf, Sod	8,729	SY	$ 3.70	$ 32,297.30	$ 2.08	$ 18,156.32	$ 4.00	$ 34,916.00	$ 3.00	$ 26,187.00
30	NS-1	Street Restoration	38	SY	$ 49.60	$ 1,884.80	$ 52.20	$ 1,983.60	$ 100.00	$ 3,800.00	$ 60.00	$ 2,280.00
		Total Base Bid Amount				**$470,586.02**		**$505,695.70**		**$573,473.00**		**$574,705.80**

Local Vendor Preference calculation. If the low bidder is not a local vendor each of the LVP Tier percentages is added to their low bid amount. If the bid amount of any other qualifying local vendor is lower than their LVP Tier Adjusted Low Bid then they become the low bidder.

LVP Tier I Adjusted Low Bid (low bid + 5%)	$494,115.32	N/A	N/A	$574,705.80
LVP Tier II Adjusted Low Bid (low bid + 2%)	$479,997.74	N/A	N/A	N/A
TIME FOR COMPLETION				
Number of CALENDAR DAYS to **begin** work after NTP:	7	10	30	20
Number of CALENDAR DAYS to **completion** after NTP:	90	180	180	178
SEALED BID RESPONSIVENESS REVIEW SUMMARY				
IS THE BIDDER DETERMINED TO BE RESPONSIBLE	Yes	Yes	Yes	Yes
IS THE BID DETERMINED TO BE RESPONSIVE	Yes	Yes	Yes	Yes
Bid Guarantee	Yes	Yes	Yes	Yes
General Vendor Information	Yes	Yes	Yes	Yes
Meets Contractor License Requirement	Yes	Yes	Yes	Yes
Contractor License Number	CGC1518515	CBC1260093 CUC1225277	CUC049484	CGC037504
Bidders Certification	Yes	Yes	Yes	Yes
Exceptions Taken	No	No	No	No
Acknowledgement of Addenda	Yes - 4	Yes - 4	Yes - 4	Yes - 4
Claims Local Vendor Preference	Yes - Tier II	No	No	Yes - Tier I
Sub-Contractor Listing	Yes	Yes	No	Yes
Equipment Listing	Yes	Yes	Yes	Yes
Statement of Experience	Yes	Yes	Yes	Yes

***Tabulation Note:** The schedule of bid items had an extended price error. Staff corrected the math error based on the quantity and unti price.

This Final Bid Tabulation was reviewed and approved by:

Mike Thornton

Mike Thornton, CPPO - Purchasing Manager

Page 2 - Continued Bid Tabulation

				Vendor	Commercial Industrial Corp		Hartman Civil Construction Co., Inc.		Estep Construction, Inc.		CW Roberts Contracting, Inc.	
				Location	Ocala, FL		Hernando, FL		Tavares, FL		Wildwood, FL	
#	ITEM	ITEM DESCRIPTION	QTY	UNIT	Unit Cost	Ext. Cost	Unit Cost	Ext. Cost*	Unit Cost	Ext. Cost	Unit Cost	Ext. Cost*
1	101-1	Mobilization	1	LS	$76,275.30	$ 76,275.30	$39,727.90	$ 39,727.90	$80,000.00	$ 80,000.00	$83,000.00	$ 83,000.00
2	102-1	Maintenance of Traffic	1	LS	$16,211.80	$ 16,211.80	$ 7,500.00	$ 7,500.00	$30,000.00	$ 30,000.00	$ 2,500.00	$ 2,500.00
3	104-10-3	Sediment Barrier	1,089	LF	$ 5.00	$ 5,445.00	$ 2.00	$ 2,178.00	$ 1.00	$ 1,089.00	$ 4.50	$ 4,900.50
4	104-12	Staked Turbidity Barrier	67	LF	$ 15.00	$ 1,005.00	$ 10.00	$ 670.00	$ 15.00	$ 1,005.00	$ 20.00	$ 1,340.00
5	104-15	Soil Tracking Prevention Device	2	EA	$ 4,609.48	$ 9,218.96	$ 3,000.00	$ 6,000.00	$ 1,000.00	$ 2,000.00	$ 1,500.00	$ 3,000.00
6	104-18	Inlet Protection System	6	EA	$ 199.37	$ 1,196.22	$ 300.00	$ 1,800.00	$ 250.00	$ 1,500.00	$ 200.00	$ 1,200.00
7	110-1-1	Clearing and Grubbing	2.65	AC	$35,000.00	$ 92,750.00	$14,000.00	$ 37,100.00	$10,000.00	$ 26,500.00	$29,000.00	$ 76,850.00
8	120-1	Regular Excavation	7,226.10	CY	$ 11.83	$ 85,484.76	$ 14.00	$ 101,165.40	$ 12.00	$ 86,713.20	$ 18.50	$ 133,682.85
9	120-6	Embankment	5,326.50	CY	$ 7.56	$ 40,268.34	$ 11.00	$ 58,591.50	$ 15.00	$ 79,897.50	$ 20.00	$ 106,530.00
10	121-70	Flowable Fill	49.2	CY	$ 272.35	$ 13,399.62	$ 350.00	$ 17,220.00	$ 250.00	$ 12,300.00	$ 200.00	$ 9,840.00
11	425-1-521	Inlets, Ditch Bottom, Type D, <10'	2	EA	$ 2,937.75	$ 5,875.50	$ 2,400.00	$ 4,800.00	$ 2,500.00	$ 5,000.00	$ 2,200.00	$ 4,400.00
12	425-1-541	Inlets, Ditch Bottom, Type D, <10'	3	EA	$ 5,323.77	$ 15,971.31	$ 2,500.00	$ 7,500.00	$ 3,000.00	$ 9,000.00	$ 2,900.00	$ 8,700.00
13	425-1-543	Inlets, Ditch Bottom, Type D, J-BOT, <10'	1	EA	$ 8,363.58	$ 8,363.58	$ 6,000.00	$ 6,000.00	$ 6,000.00	$ 6,000.00	$14,000.00	$ 14,000.00
14	425-2-61	Manholes, Type 8, <10'	2	EA	$ 3,272.59	$ 6,545.18	$ 2,500.00	$ 5,000.00	$ 2,500.00	$ 5,000.00	$ 2,800.00	$ 5,600.00
15	425-2-91	Manholes, Type 8, J-BOT, <10'	2	EA	$11,288.18	$ 22,576.36	$ 6,400.00	$ 12,800.00	$ 6,000.00	$ 12,000.00	$12,000.00	$ 24,000.00
16	430-175-118	Pipe Culvert, Optional Material, Round 18" S/CD	192	LF	$ 68.86	$ 13,221.12	$ 60.00	$ 11,520.00	$ 75.00	$ 14,400.00	$ 45.00	$ 8,640.00
17	430-175-124	Pipe Culvert, Optional Material, Round 24" S/CD	28	LF	$ 101.09	$ 2,830.52	$ 80.00	$ 2,240.00	$ 100.00	$ 2,800.00	$ 55.00	$ 1,540.00
18	430-175-148	Pipe Culvert, Optional Material, Round 48" S/CD	593	LF	$ 193.48	$ 114,733.64	$ 240.00	$ 142,320.00	$ 200.00	$ 118,600.00	$ 120.00	$ 71,160.00
19	430-982-125	Mitered End Section, Optional Material, Round, 18" CD	3	EA	$ 1,870.29	$ 5,610.87	$ 1,200.00	$ 3,600.00	$ 1,200.00	$ 3,600.00	$ 1,800.00	$ 5,400.00
20	430-982-141	Mitered End Section, Optional Material, Round, 48" CD	1	EA	$ 5,846.82	$ 5,846.82	$ 4,400.00	$ 4,400.00	$ 5,000.00	$ 5,000.00	$ 9,800.00	$ 9,800.00
21	440-1-50	Underdrain, Type V	1,675	LF	$ 44.91	$ 75,224.25	$ 100.00	$ 167,500.00	$ 100.00	$ 167,500.00	$ 115.00	$ 192,625.00
22	440-73-2	Underdrain Outlet Pipe, 6-inch	121	LF	$ 45.43	$ 5,497.03	$ 50.00	$ 6,050.00	$ 75.00	$ 9,075.00	$ 90.00	$ 10,890.00
23	440-73-4	Underdrain Outlet Pipe, 10-inch	42	LF	$ 48.43	$ 2,034.06	$ 50.00	$ 2,100.00	$ 80.00	$ 3,360.00	$ 105.00	$ 4,410.00
24	520-1-10	Concrete Curb & Gutter, Type F	15	LF	$ 120.00	$ 1,800.00	$ 50.00	$ 750.00	$ 40.00	$ 600.00	$ 60.00	$ 900.00
25	522-2	Concrete Sidewalk and Driveways, 6-inch	14.3	SY	$ 120.00	$ 1,716.00	$ 100.00	$ 1,430.00	$ 65.00	$ 929.50	$ 115.00	$ 1,644.50
26	524-1-1	Concrete Ditch Pavt, Non reinforced, 3-inch	29.9	SY	$ 85.00	$ 2,541.50	$ 80.00	$ 2,392.00	$ 55.00	$ 1,644.50	$ 115.00	$ 3,438.50
27	536-1-1	Guardrail – Roadway	87	LF	$ 44.50	$ 3,871.50	$ 100.00	$ 8,700.00	$ 100.00	$ 8,700.00	$ 90.00	$ 7,830.00
28	570-1-1	Performance Turf (Seed and Mulch)	4,097	SY	$ 0.89	$ 3,646.33	$ 0.60	$ 2,458.20	$ 1.50	$ 6,145.50	$ 3.25	$ 13,315.25
29	570-1-2	Performance Turf, Sod	8,729	SY	$ 4.62	$ 40,327.98	$ 3.00	$ 26,187.00	$ 2.75	$ 24,004.75	$ 3.25	$ 28,369.25
30	NS-1	Street Restoration	38	SY	$ 56.90	$ 2,162.20	$ 200.00	$ 7,600.00	$ 200.00	$ 7,600.00	$ 200.00	$ 7,600.00
		Total Base Bid Amount				**$681,650.75**		**$697,300.00**		**$731,963.95**		**$847,105.85**

Local Vendor Preference calculation. If the low bidder is not a local vendor each of the LVP Tier percentages is added to their low bid amount. If the bid amount of any other qualifying local vendor is lower than their LVP Tier Adjusted Low Bid then they become the low bidder.

LVP Tier I Adjusted Low Bid (low bid + 5%)	N/A	N/A	N/A	N/A
LVP Tier II Adjusted Low Bid (low bid + 2%)	N/A	N/A	$731,963.95	$847,105.85
TIME FOR COMPLETION				
Number of CALENDAR DAYS to **begin** work after NTP:	14	14	30	10
Number of CALENDAR DAYS to **completion** after NTP:	150	150	180	210
SEALED BID RESPONSIVENESS REVIEW SUMMARY				
IS THE BIDDER DETERMINED TO BE RESPONSIBLE	Yes	Yes	Yes	Yes
IS THE BID DETERMINED TO BE RESPONSIVE	Yes	Yes	Yes	Yes
Bid Guarantee	Yes	Yes	Yes	Yes
General Vendor Information	Yes	Yes	Yes	Yes
Meets Contractor License Requirement	Yes	Yes	Yes	Yes
Contractor License Number	CGC1520485	CGC060004	CGC1508481	CGC1508536
Bidders Certification	Yes	Yes	Yes	Yes
Exceptions Taken	No	No	No	No
Acknowledgement of Addenda	Yes - 4	Yes - 4	Yes - 4	Yes - 4
Claims Local Vendor Preference	No	No	Yes - Tier II	Yes - Tier II
Sub-Contractor Listing	No	Yes	Yes	Yes
Equipment Listing	Yes	Yes	Yes	Yes
Statement of Experience	Yes	Yes	Yes	Yes

***Tabulation Note:** The schedule of bid items had an extended price error. Staff corrected the math error based on the quantity and unti price.

This Final Bid Tabulation was reviewed and approved by:

Mike Thornton

Mike Thornton, CPPO - Purchasing Manager

AGREEMENT FOR CONTRUCTION SERVICES

THIS AGREEMENT is made as of the 14th day of November in the year 2016, 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 **Global Contracting Group, LLC** whose address is 8470 NE 44th Drive, Wildwood, FL 34785 (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 Contract Documents consist of:
   a. This Agreement; and
   b. Invitation to Bid (ITB) 160581 – Heritage Estates Stormwater Improvements in its entirety, incorporated by reference and made a part hereof; and
   c. Addendums 1, 2, 3, and 4 to ITB 160581; and
   d. Engineers Drawings titled "Heritage Estates Stormwater Park Construction Plans" - DRMP Project No: 13-0109.003 and as amended by Addenda to the ITB; and
   e. The CONTRACTOR'S response to ITB 160581 incorporated by reference and made a part hereof.

2. **Total Construction Cost.** The CONTRACTOR shall perform the Services for a total price not to exceed **$470,586.02**. The cost of these services shall not exceed this amount unless the CITY has executed a written change order approving any increase in price.

3. **Scope of Services.** The CONTRACTOR shall furnish the following services generally described as the **HERITAGE ESTATES STORMWATER IMPROVEMENT** (hereinafter referred to as the "Project") to the CITY as listed in the Contract Documents. Nothing herein shall limit the CITY's right to obtain bids or proposals for the services from other contractors for the same or similar work.

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

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

6. **Commencement and Completion**. The CITY and the CONTRACTOR mutually agree time is of the essence with respect to the dates and times set forth in the Agreement Documents. To that end, the CONTRACTOR will commence work no later than SEVEN (7) continuous calendar days after CITY issues a Notice to Proceed, and will diligently and

continuously prosecute the work at such a rate, and with sufficient forces as will allow the CONTRACTOR to achieve Final Completion no later NINETY (90) continuous calendar days after CITY issues a Notice to Proceed, subject only to any adjustments in the contract time that may be authorized by change orders properly issued in accordance with the Agreement Documents. In executing this Agreement, CONTRACTOR affirms the time set for completion is reasonable.

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

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

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

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

The CITY may terminate this Agreement for cause without penalty or further obligation at any time following Agreement execution, if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on behalf of the CITY is at any time while the

Agreement or any extension thereof is in effect, an employee or agent of any other party to the Agreement in any capacity or consultant to any other party of the Agreement with respect to the subject matter of the Agreement. Additionally, the CITY may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the CITY from any other party to the Agreement.

8. **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. **Termination for Convenience.** The CITY may terminate this Agreement at any time without cause by providing the CONTRACTOR with FIFTEEN (15) calendar days advance notice in writing. In the event of termination for convenience, all finished or unfinished deliverable items prepared by the CONTRACTOR under this Agreement shall, at the option of the CITY, become the CITY's property. If the Agreement is terminated for convenience by the CITY as provided herein, the CONTRACTOR shall be paid for services satisfactorily completed, less payment or compensation previously made. The CONTRACTOR shall not incur any additional expenses after receiving the written termination notice.

10. **Insurance.** The CONTRACTOR will maintain throughout this Agreement the following insurance:

a. The original of each such policy of insurance, or a complete duplicate, shall be delivered to the CITY by CONTRACTOR prior to starting work, together with evidence that the premiums have been paid.
b. All required insurance shall be provided by insurers acceptable to the CITY with an A.M. Best rating of at least "A."
c. The CONTRACTOR shall require, and shall be responsible for assuring that any and all of its subcontractors secure and maintain such insurance that are required by law to be provided on behalf of their employees and others until the completion of that subcontractors' work.
d. The required insurance shall be secured and maintained for not less than the limits required by the CITY, or as required by law, whichever is greater.
e. The required insurance shall not limit the liability of the CONTRACTOR. The CITY does not represent these coverages or amounts to be adequate or sufficient to protect the CONTRACTOR'S interests or liabilities, but are merely required minimums.
f. All liability insurance, except professional liability, shall be written on an occurrence basis.
g. The CONTRACTOR waives its right of recovery against the CITY to the extent permitted by its insurance policies.
h. Insurance required of the CONTRACTOR, or any other insurance of the CONTRACTOR shall be considered primary, and insurance of the CITY, if any, shall be considered excess as applicable to any claims, which arise out of the agreement, contract or lease.

i. Except for works' compensation and professional liability, the CONTRACTOR'S insurance policies shall be endorsed to name the CITY OF LEESBURG as additional insured to the extent of the agreement, contract or lease.
j. The Certificate(s) of Insurance shall designate the CITY as certificate holder as follows:

City of Leesburg
Attention: Mike Thornton, Purchasing Manager
P.O. Box 490630
Leesburg, Florida 34749-0630

k. The Certificate(s) of Insurance shall include a reference to the project and/or purchase order number.
l. The Certificate(s) of Insurance shall indicate that the CITY shall be notified at least thirty (30) days in advance of cancellation.
m. The Certificate(s) of Insurance shall include all deductibles and/or self-insurance retentions for each line of insurance coverage.
n. The CONTRACTOR, at the discretion of the Risk Manager for the CITY, shall provide information regarding the amount of claims payments or reserves chargeable to the aggregate amount of the CONTRACTOR'S liability coverage(s).

11. **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.

12. **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.

If however, this Agreement is a "construction contract" as defined in and encompassed by the provision of Florida Statutes § 725.06, then the following shall apply in place of the aforementioned indemnification provision:

The CONTRACTOR shall indemnify the CITY and hold it, its officers, and its employees harmless from liabilities, losses, and costs, including, but not limited to, reasonable attorney's fees to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the CONTRACTOR and persons employed or utilized by the CONTRACTOR in the performance of this Agreement. The liability of the CONTRACTOR shall, however, be limited to one million and 00/100 dollars ($1,000,000.00) per occurrence, and the obligation of the CONTRACTOR to indemnify the CITY shall be limited to acts, omissions, or defaults of the CONTRACTOR; any contractors, subcontractors, sub-subcontractors, material men, or agents or employees of any of them, providing labor, services or materials in connection with the project; and the CITY, its officers, agents and employees, provided however that the CONTRACTOR shall not be obligated to indemnify the CITY against losses arising from the gross negligence, or willful, wanton, or intentional misconduct of the CITY, its officers, agents and employees, or against statutory violations or punitive damages except to the extent caused by or resulting from the acts or omissions of the CONTRACTOR, or any contractors, subcontractors, sub-subcontractors, material men, or agents or employees of any of them, providing labor, services, or materials in connection with this Agreement.

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

14. **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.

15. **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.

16. **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.

17. **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.

18. **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.

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

20. **Independent Contractor.** The CONTRACTOR agrees that he or she is an independent contractor and not an agent, joint venture, or employee of the CITY, and nothing in this Agreement shall be construed to be inconsistent with this relationship or status. None of the benefits provided by the CITY to its employees, including but not limited to, workers'

compensation insurance, unemployment insurance, or retirement benefits, are available from the CITY to the CONTRACTOR. CONTRACTOR will be responsible for paying his own Federal income tax and self-employment tax, or any other taxes applicable to the compensation paid under this Agreement. The CONTRACTOR shall be solely and primarily responsible for his and her acts during the performance of this Agreement.

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

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

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

24. **Contact Person**. The primary contact person under this Agreement for the CONTRACTOR shall be **ROBERT RINKER, Project Manager.** The primary contact person under this Agreement for the CITY shall be **JIMMY FEAGLE, Deputy Director – Public Works**.

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. **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.

27. **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.

28. **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.

29. **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 in compliance with 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.

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

31. **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.

THE CITY OF LEESBURG, FLORIDA

By: _____
Jay Hurley, Mayor

ATTEST:

_____
City Clerk

Approved as to form:

_____
City Attorney

GLOBAL CONTRACTING GROUP, LLC.

By: _____

Printed: Tony Bonner

Its: VP
(Title)

AGENDA MEMORANDUM

Item No: 5.B.3.

Meeting Date: November 14, 2016

From: Mike Thornton, Purchasing Manager for
DC Maudlin, Public Works Director

Subject: Continuing Services Agreements with two (2) firms on a continuing basis for professional engineering services.

Staff Recommendation:
Staff recommends approval of the final ranking of firms for Request for Qualifications (RFQ) 160523; and approval of the resolutions authorizing execution of agreements with GAI Consultants and HDR Engineering.

Analysis:
The purpose of this solicitation was to select two (2) firms to enter into a Professional Services Agreement on a continuing basis. The City requires engineering, architectural, landscape architecture and traffic engineering services for several immediate projects. These firms will also be available, on a continuing basis, for future projects.

The immediate projects for which the City requires design services are:

- Venetian Gardens Phase II projects.
- Redesign of the south leg of the 9th Street @ Dixie Avenue intersection.
- Gateway entry feature at US Highway 27 @ US Highway 441.
- Landscape improvement design on Dixie Avenue.

Procurement Analysis:
The Request for Qualifications process was conducted in accordance with Florida Statute 287.055. Statements of Qualifications were received from nine (9) firms. Each submittal was evaluated by the selection committee according to the evaluation criteria provided in the RFQ package. Following the independent evaluations, a committee consensus meeting was held and the committee agreed to the final ranking of firms provided here. A detailed scoring tabulation has been attached.

The Purchasing Division negotiated with the top two firms and arrived at final negotiated agreements and fee schedules.

Summary of Ranking

Ranking	Firm Name
1	HDR Engineering, Inc.
2	GAI Consultants, Inc.
3	CPH, Inc.
4	Infrastructure Engineers, Inc.
5	Booth, Ern, Straughan & Hiott, Inc.
6	Moffatt & Nichol
7	Neel-Schaffer, Inc.
8	AVCON, Inc.
9	Bowman Consulting

Options:

1. Approve the resolutions authorizing execution of the Continuing Services Agreements with HDR Engineering, Inc. and GAI Consultants; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

There is no fiscal impact associated with the approval of the ranking or Continuing Services Agreements. Work will be ordered under subsequent Task Orders.

Submission Date and Time: 11/14/2016 9:54 AM

Department: Public Works **Prepared by:** Mike Thornton **Attachments:** Yes____ No _____ **Advertised:**_____Not Required _____ **Dates:**_____ **Attorney Review :** Yes___ No ____ **Revised 6/10/04**	**Reviewed by: Dept. Head DCM** **Finance Dept.** _____ **Deputy C.M.** _____ **Submitted by:** **City Manager** _____	**Account No.** _____NA_____ **Project No.** _____NA_____ **WF No.** _____NA_____ **Budget** _____NA_____ **Available** _____NA_____

Purchasing Division
204 N. 5th Street | P.O. Box 490630 | Leesburg, FL 34749-0630
Ofc (352) 728-9880 |e-mail purch@leesburgflorida.gov

**** NOTIFICATION OF RANKING ****

Date: **October 11, 2016**
Solicitation No. & Title: **160523 – Engineering Services – Civil Continuing**
Buyer: **Mike Thornton, CPPO – Purchasing Manager**

The City of Leesburg Evaluation Committee for the above subject Request for Qualifications (RFQ) has completed their evaluation of the submissions and have arrived at a consensus on the final ranking of firms responding to RFQ 160523. The final ranking is as follows:

Ranking	Firm Name
1	HDR Engineering, Inc.
2	GAI Consultants, Inc.
3	CPH, Inc.
4	Infrastructure Engineers, Inc.
5	Booth, Ern, Straughan & Hiott
6	Moffatt & Nichol
7	Neel-Schaffer, Inc.
8	AVCON, Inc.
9	Bowman Consulting

The evaluation committee evaluated the submissions in accordance with the evaluation elements (criteria) detailed in the RFQ. The results of the evaluations are reflected above. The detailed scoring is attached.

The committee has directed the Purchasing Division to initiate negotiations with the two (2) top ranked firms for establishing contracts for the subject services.

All information and documentation related to this Request for Proposal will be available in accordance with Florida Statue 119.071(1)(b)2; and cited here.

> *"Sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier."*

Should you have any questions regarding this notice, please contact me at (352)728-9880. The City appreciates the time and effort of all parties responding to this solicitation.

Respectfully,

Mike Thornton

Mike Thornton, CPPO
Purchasing Manager

"Consensus" Summary of Rankings RFQ 160523 - Professional Civil Engineering Services									
Vendor Name	**OVERALL TOTALS**			Evaluator 1		Evaluator 2		Evaluator 3	
	Rank	Total Ord.	Points	Score	Rank	Score	Rank	Score	Rank
AVCON, INC.	8	22	1468	572.0	8	355	7	541.3	7
Booth, Ern, Straughan & Hiott, Inc.	5	16	1580	561.5	9	435	5	583.8	2
Bowman Consulting	8	22	1402	612.0	5	285	9	505.0	8
CPH, Inc.	3	12	1658	600.5	7	465	4	592.5	1
GAI Consultants, Inc.	2	7	1700	624.5	2	500	1	575.0	4
HDR Engineering, Inc.	1	6	1712	640.5	1	490	2	581.3	3
Infrastructure Engineers, Inc.	4	13	1639	619.0	4	475	3	545.0	6
Moffatt & Nichol	6	17	1605	606.0	6	430	6	568.8	5
Neel-Schaffer, Inc.	7	19	1390	624.5	2	345	8	420.0	9

DETAILED EVALUATOR SCORING
RFQ 160523 - Professional Civil Engineering Services

	Weight	Eval. 1		Eval. 2		Eval. 3	
		Score	Points	Score	Points	Score	Points
AVCON, INC.		**572.0**		**355.0**		**541.3**	
Section A - Project Approach	15	3.60	54	2.00	30	3.75	56
Section B - Organization, Experience and Knowledge	50	3.80	190	2.50	125	3.50	175
Section B - Qualificationsand Experience of Firm and Team	60	3.90	234	2.50	150	3.50	210
Section B - Additional Information	15	3.80	57	2.00	30	4.00	60
Overall Impression of Firm & Proposal	10	3.70	37	2.00	20	4.00	40
Local of Firm			0		0		0
Booth, Ern, Straughan & Hiott, Inc.		**561.5**		**435.0**		**583.8**	
Section A - Project Approach	15	3.70	56	3.00	45	4.00	60
Section B - Organization, Experience and Knowledge	50	3.60	180	3.00	150	3.75	188
Section B - Qualificationsand Experience of Firm and Team	60	3.80	228	3.00	180	4.00	240
Section B - Additional Information	15	4.00	60	2.00	30	3.75	56
Overall Impression of Firm & Proposal	10	3.80	38	3.00	30	4.00	40
Local of Firm			0		0		0
Bowman Consulting		**612.0**		**285.0**		**505.0**	
Section A - Project Approach	15	3.90	59	3.00	45	3.00	45
Section B - Organization, Experience and Knowledge	50	4.30	215	2.00	100	3.50	175
Section B - Qualificationsand Experience of Firm and Team	60	4.00	240	2.00	120	3.50	210
Section B - Additional Information	15	3.90	59	0.00	0	3.00	45
Overall Impression of Firm & Proposal	10	4.00	40	2.00	20	3.00	30
Local Vendor Preference (5, 2 or 0 points)			0		0		0
CPH, INC.		**600.5**		**465.0**		**592.5**	
Section A - Project Approach	15	3.80	57	3.00	45	3.75	56
Section B - Organization, Experience and Knowledge	50	4.10	205	3.00	150	4.00	200
Section B - Qualificationsand Experience of Firm and Team	60	4.00	240	3.00	180	4.00	240
Section B - Additional Information	15	3.90	59	4.00	60	3.75	56
Overall Impression of Firm & Proposal	10	4.00	40	3.00	30	4.00	40
Local of Firm			0		0		0
GAI Consultants, Inc.		**624.5**		**500.0**		**575.0**	
Section A - Project Approach	15	4.30	65	3.00	45	4.00	60
Section B - Organization, Experience and Knowledge	50	4.10	205	3.50	175	4.00	200
Section B - Qualificationsand Experience of Firm and Team	60	4.20	252	3.00	180	3.75	225
Section B - Additional Information	15	4.00	60	4.00	60	3.50	53
Overall Impression of Firm & Proposal	10	4.30	43	4.00	40	3.75	38
Local Vendor Preference (5, 2 or 0 points)			0		0		0
HDR Engineering, Inc.		**640.5**		**490.0**		**581.3**	
Section A - Project Approach	15	4.00	60	2.00	30	4.00	60
Section B - Organization, Experience and Knowledge	50	4.40	220	3.00	150	4.00	200
Section B - Qualificationsand Experience of Firm and Team	60	4.30	258	3.50	210	3.75	225
Section B - Additional Information	15	3.90	59	4.00	60	3.75	56
Overall Impression of Firm & Proposal	10	4.40	44	4.00	40	4.00	40
Local of Firm			0		0		0
Infrastructure Engineers, Inc.		**619.0**		**475.0**		**545.0**	
Section A - Project Approach	15	3.90	59	3.00	45	3.50	53
Section B - Organization, Experience and Knowledge	50	4.10	205	3.00	150	4.00	200
Section B - Qualificationsand Experience of Firm and Team	60	4.10	246	3.00	180	3.50	210
Section B - Additional Information	15	4.50	68	4.00	60	3.50	53
Overall Impression of Firm & Proposal	10	4.20	42	4.00	40	3.00	30
Local of Firm			0		0		0
Moffatt & Nichol		**606.0**		**430.0**		**568.8**	
Section A - Project Approach	15	3.90	59	3.00	45	3.75	56
Section B - Organization, Experience and Knowledge	50	4.30	215	3.50	175	4.00	200
Section B - Qualificationsand Experience of Firm and Team	60	4.00	240	3.00	180	3.75	225
Section B - Additional Information	15	3.50	53	0.00	0	3.50	53
Overall Impression of Firm & Proposal	10	4.00	40	3.00	30	3.50	35
Local of Firm			0		0		0
Neel-Schaffer, Inc.		**625**		**345.0**		**420.0**	
Section A - Project Approach	15	4.20	63	3.00	45	3.00	45
Section B - Organization, Experience and Knowledge	50	4.30	215	2.00	100	3.00	150
Section B - Qualificationsand Experience of Firm and Team	60	3.90	234	2.00	120	2.50	150
Section B - Additional Information	15	4.50	68	4.00	60	3.00	45
Overall Impression of Firm & Proposal	10	4.50	45	2.00	20	3.00	30
Local of Firm			0		0		0

RESOLUTION NO._____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH HDR ENGINEERING, INC. FOR CIVIL ENGINEERING SERVICES ON A CONTINUING BASIS; AND PROVIDING AN EFFECTIVE DATE.

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

THAT the Mayor and City Clerk are hereby authorized to execute a Continuing Services Agreement with HDR Engineering, Inc. whose address is 315 E. Robinson Street, Suite 400, Orlando, Florida 32801 (email: steve.waterston@hdrinc.com) for professional design (engineering/architecture) pursuant to Request for Qualifications 160523.

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 14th day of November 2016.

_____
Mayor

ATTEST:

_____
City Clerk

AGREEMENT FOR PROFESSIONAL SERVICES
ON A CONTINUING BASIS

THIS AGREEMENT is made as o of the 14th day of November in the year 2016, 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 **HDR Engineering, Inc.** whose address is 315 E. Robinson Street, Suite 400, Orlando, FL 32801 (hereinafter referred to as the "PROFESSIONAL").

WHEREAS, the CITY issued Request for Qualifications 160523 to contract with a qualified professional services engineering firm to provide civil engineering services for city projects on a continuing basis for the City of Leesburg;

WHEREAS, the PROFESSIONAL has been selected as one of the top ranked firms among all firms submitting proposals;

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

1. **Contract Documents.** The following documents and information are incorporated by reference and made a part hereof; and shall comprise the Contract Documents.
   a. This Agreement; and
   b. Request for Qualifications (RFQ) 160523 – Professional Civil Engineering Services in its entirety; and
   c. Addendum 1 to RFQ 160523; and
   d. The PROFESSIONAL's response to RFQ 160523.

2. **Services.** The PROFESSIONAL shall perform the following services described in **ATTACHMENT "A,"** which is attached and incorporated by reference herein. Nothing herein shall limit the CITY'S right to obtain proposals or services from other contractors for similar projects.

3. **Payment.** PROFESSIONAL shall be paid not more than once monthly for work performed on existing Task Orders. All invoices submitted by the PROFESSIONAL shall clearly reference the purchase order issued for the Task Order, the project name and the services performed. Work invoiced must be done in a manner that multiple Task Orders are not listed on the same invoice.

All invoices will be processed and paid in accordance with the State of Florida Local Government Prompt Payment Act, Florida Statute Part VII, Chapter 218.

4. **Authorized Work**. When work is ordered by the CITY the PROFESSIONAL shall prepare a Scope of Services for the requested task. CITY shall prepare a Task Order to be executed by both parties. The Terms and Conditions of this Master Agreement shall be incorporated into all Task Orders.

5. **Task Orders.** All work will be ordered and authorized by the execution of a Task Order. Task Orders will be sequentially numbered beginning with number 1 and will be preceded with the City's Fiscal Year. The PROFESSIONAL will provide a proposal for each project in a format approved by the City. The proposal will include a detailed scope of service as agreed on by the CITY and total cost. The total cost of services must be supported by a detailed breakdown using the positions and associated costs as shown in the schedule of fees located in **ATTACHMENT "A"**.

- **a.** All Task Orders must be executed by the proper authority. Depending on dollar value of the Task Order it will be either the Mayor, with approval of the Commission or City Manager.
- **b.** Any Task Order(s) executed under this agreement will survive the expiration of the original Agreement and all amendments and will be valid until all services associated with the Task Order(s) are completed.
- **c.** Any project where the costs exceed the limits established by State of Florida Statute 287.055 for Professional Services on a Continuing Basis will be issued as a separate RFQ. The successful firm will be eligible to participate in the RFQ.

6. **Authorized Expenses**. The CITY will not be liable for any expenses incurred by the PROFESSIONAL prior to the issuance of a Notice to Proceed except as authorized by the CITY in writing.

7. **Term**. The initial term of this "Continuing Services" Agreement shall be through September 30, 2018 and will commence on the date of approval of the contract by the Leesburg City Commission. If agreeable to both parties, the Agreement may be extended for up to an additional three (3) years. Any extension shall be made by written amendment properly executed by both parties.

8. **Fees.** The Schedule of Fees included in **ATTACHMENT "A"** shall prevail for the full duration of the initial term of the Agreement. PROFESSIONAL may request an increase to the Schedule of Fees in writing at least sixty (60) days prior to the expiration of the current term. Such request will be considered by the CITY and if approved incorporated into any amendment to extend the Agreement. PROFESSIONAL shall provide justification for any request to increase the fees.

9. **Termination.** All or part of this Agreement may be terminated under the following conditions;

a. **For Convenience.** All or part of this Agreement may be terminated by the CITY for its convenience on thirty (30) days written notice to the PROFESSIONAL. In such event, the PROFESSIONAL will be entitled to compensation for services competently performed up to the date of termination.

b. **For Cause.** CITY may terminate the Agreement with ten (10) days written notice for cause if PROFESSIONAL;

   i. becomes Insolvent/Bankrupt, or

   ii. commits a material breach of the Agreement which does not otherwise have a specified contractual remedy, provided that:

      1. CITY shall first provide PROFESSIONAL with detailed written notice of the breach and of CITY's intention to terminate the Agreement, and

      2. PROFESSIONAL shall have failed, within the number of days indicated in the written notice, to commence and diligently pursue cure of the breach.

10. **Insurance.** The PROFESSIONAL will maintain throughout this Agreement the following insurance: SEE ATTACHMENT "A."

a. A Certificate of Insurance for each such policy of insurance, shall be delivered to CITY by PROFESSIONAL prior to starting work, together with evidence that the premiums have been paid.

b. All required insurance shall be provided by insurers reasonably acceptable to the CITY with an A.M. Best rating of at least "A."

c. The PROFESSIONAL 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.

d. The required insurance shall be secured and maintained for the limits required by the CITY, or as required by law, whichever is greater.

e. The required insurance shall not limit the liability of the PROFESSIONAL. The CITY does not represent these coverages or amounts to be adequate or sufficient to protect the PROFESSIONAL'S interests or liabilities, but are merely required minimums.

f. All liability insurance, except professional liability, shall be written on an occurrence basis.

g. The PROFESSIONAL waives its right of recovery against the CITY to the extent permitted by its insurance policies except Professional Liability.

h. Insurance required of the PROFESSIONAL, or any other insurance of the PROFESSIONAL shall be considered primary, and insurance of the CITY, if any, shall be considered excess as applicable to any claims, which arise out of the agreement, contract or lease.
i. Except for workers' compensation and professional liability, the PROFESSIONAL'S insurance policies shall be endorsed to name the CITY OF LEESBURG as additional insured to the extent of the agreement, contract or lease.
j. The Certificate(s) of Insurance shall designate the CITY as certificate holder as follows:

City of Leesburg
Attention: Mike Thornton, Purchasing Manager
P.O. Box 490630
Leesburg, Florida 34749-0630

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

11. **Indemnification.** The PROFESSIONAL shall indemnify the CITY and hold it, its officers, and its employees harmless from liabilities, losses, and costs, including, but not limited to, reasonable attorney's fees to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the PROFESSIONAL and persons employed or utilized by the PROFESSIONAL in the performance of this Agreement. The liability of the PROFESSIONAL shall, however, be limited to one million and 00/100 dollars ($1,000,000.00) per occurrence, and the obligation of the PROFESSIONAL to indemnify the CITY shall be limited to intentional misconduct or negligent acts, omissions, or defaults of the PROFESSIONAL; any contractors, subcontractors, sub-subcontractors, materialmen, or agents or employees of any of them, providing labor, services or materials in connection with the project; and the CITY, its officers, agents and employees, provided however that the PROFESSIONAL shall not be obligated to indemnify the CITY against losses arising from the negligence, or willful, wanton, or intentional misconduct of the CITY, its officers, agents and employees, or against statutory violations or punitive damages except to the extent caused by or resulting from the intentional misconduct or negligent acts or omissions of the PROFESSIONAL, or any contractors, subcontractors, sub-

subcontractors, materialmen, or agents or employees of any of them, providing labor, services, or materials in connection with this Agreement.

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

13. **Permits, Licenses, and Fees.** PROFESSIONAL will obtain and pay for all permits and licenses required by law that are associated with the PROFESSIONAL'S performance of the Scope of Services.

14. **Access to Records.** PROFESSIONAL will maintain accounting records, in accordance with generally accepted accounting principles and practices, to substantiate all invoiced amounts. Said records will be available for examination by the CITY during PROFESSIONAL'S normal business hours. Said records will be maintained for a period of five (5) years after the date of the invoice.

15. **Contingent Fees Prohibited.** The PROFESSIONAL warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the PROFESSIONAL, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the PROFESSIONAL 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.

16. **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 PROFESSIONAL (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 PROFESSIONAL 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 PROFESSIONAL.

17. **Independent Contractor.** The PROFESSIONAL agrees that it is an independent contractor and not an agent, joint venturer, 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 PROFESSIONAL. PROFESSIONAL will be responsible for paying its own Federal income tax and self-employment tax, or any other taxes applicable to the compensation paid under this Agreement. The PROFESSIONAL shall be solely and entirely responsible for his or her acts during the performance of this Agreement.

18. **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.

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

20. **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.

21. **Contact Person.** The primary contact person under this Agreement for the PROFESSIONAL shall be **Jeff Arms, Project Manager**. The primary contact person under this Agreement for the CITY shall be **D.C. Maudlin, Director of Public Works.**

22. **Approval of Personnel**. Key Personnel: The City reserves the right to discontinue (terminate) when key personnel identified by the SF 330 - Section E of RFQ 130633, are not available. The CITY reserves the right to approve the contact person and the persons actually performing the services on behalf of PROFESSIONAL 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 PROFESSIONAL pursuant to this Agreement, CITY may require PROFESSIONAL assign a different person or persons be designated to be the contact person or to perform the PROFESSIONAL services hereunder.

23. **Subcontractors.** The CITY reserves the right to approve all subcontractors for tasks performed under this Agreement. Responsibility for the performance of the contract remains with the PROFESSIONAL exclusively. Subcontractors may be added to this contract during the contract period only with prior written permission from the CITY

24. **Disclosure of Conflict.** The PROFESSIONAL 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 PROFESSIONAL and his duties under this Agreement

25. **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.

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

[Signature page follows.]

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

THE CITY OF LEESBURG, FLORIDA

By: _____
Jay Hurley, Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

HDR Engineering, Inc.

By: _____

Printed: _____

Its: _____
(Title)

ATTACHMENT "A"
FEE SCHEDULE – HOURLY RATES

Position Description	Hourly Rate
Senior Principal	$276.09
Project Principal	$219.27
Sr. Project Manager	$186.39
Engineer/Planner VI	$141.54
Engineer/Planner V	$125.58
Engineer/Planner IV	$97.68
Engineer/Planner I	$80.73
Chief Designer	$151.50
Sr. Designer	$84.72
Designer	$68.76
Sr. Admin Assistant	$94.68

RESOLUTION NO._____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH GAI CONSULTANTS, INC. FOR CIVIL ENGINEERING SERVICES ON A CONTINUING BASIS; AND PROVIDING AN EFFECTIVE DATE.

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

THAT the Mayor and City Clerk are hereby authorized to execute a Continuing Services Agreement with GAI Consultants, Inc. whose address is 618 E. South Street, Suite 700, Orlando, Florida 32801 (email: f.bellomo@gaiconsultants.com) for professional design (engineering/architecture) services pursuant to Request for Qualifications 160523.

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 14th day of November 2016.

_____
Mayor

ATTEST:

_____
City Clerk

AGREEMENT FOR PROFESSIONAL SERVICES
ON A CONTINUING BASIS

THIS AGREEMENT is made as o of the 14th day of November in the year 2016, 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 **GAI Consultants, Inc.** whose address is 618 E. South Street, Suite 700, Orlando, FL 32801 (hereinafter referred to as the "PROFESSIONAL").

WHEREAS, the CITY issued Request for Qualifications 160523 to contract with a qualified professional services engineering firm to provide civil engineering services for city projects on a continuing basis for the City of Leesburg;

WHEREAS, the PROFESSIONAL has been selected as one of the top ranked firms among all firms submitting proposals;

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

1. **Contract Documents.** The following documents and information are incorporated by reference and made a part hereof; and shall comprise the Contract Documents.
   a. This Agreement; and
   b. Request for Qualifications (RFQ) 160523 – Professional Civil Engineering Services in its entirety; and
   c. Addendum 1 to RFQ 160523; and
   d. The PROFESSIONAL's response to RFQ 160523.

2. **Services.** The PROFESSIONAL shall perform the following services described in **ATTACHMENT "A,"** which is attached and incorporated by reference herein. Nothing herein shall limit the CITY'S right to obtain proposals or services from other contractors for similar projects.

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6. **Authorized Expenses**. The CITY will not be liable for any expenses incurred by the PROFESSIONAL prior to the issuance of a Notice to Proceed except as authorized by the CITY in writing.

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a. **For Convenience.** All or part of this Agreement may be terminated by the CITY for its convenience on thirty (30) days written notice to the PROFESSIONAL. In such event, the PROFESSIONAL will be entitled to compensation for services competently performed up to the date of termination.

b. **For Cause.** CITY may terminate the Agreement with ten (10) days written notice for cause if PROFESSIONAL;

   i. becomes Insolvent/Bankrupt, or

   ii. commits a material breach of the Agreement which does not otherwise have a specified contractual remedy, provided that:

      1. CITY shall first provide PROFESSIONAL with detailed written notice of the breach and of CITY's intention to terminate the Agreement, and

      2. PROFESSIONAL shall have failed, within the number of days indicated in the written notice, to commence and diligently pursue cure of the breach.

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a. A Certificate of Insurance for each such policy of insurance, shall be delivered to CITY by PROFESSIONAL prior to starting work, together with evidence that the premiums have been paid.

b. All required insurance shall be provided by insurers reasonably acceptable to the CITY with an A.M. Best rating of at least "A."

c. The PROFESSIONAL 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.

d. The required insurance shall be secured and maintained for the limits required by the CITY, or as required by law, whichever is greater.

e. The required insurance shall not limit the liability of the PROFESSIONAL. The CITY does not represent these coverages or amounts to be adequate or sufficient to protect the PROFESSIONAL'S interests or liabilities, but are merely required minimums.

f. All liability insurance, except professional liability, shall be written on an occurrence basis.

g. The PROFESSIONAL waives its right of recovery against the CITY to the extent permitted by its insurance policies except Professional Liability.

h. Insurance required of the PROFESSIONAL, or any other insurance of the PROFESSIONAL shall be considered primary, and insurance of the CITY, if any, shall be considered excess as applicable to any claims, which arise out of the agreement, contract or lease.
i. Except for workers' compensation and professional liability, the PROFESSIONAL'S insurance policies shall be endorsed to name the CITY OF LEESBURG as additional insured to the extent of the agreement, contract or lease.
j. The Certificate(s) of Insurance shall designate the CITY as certificate holder as follows:

City of Leesburg
Attention: Mike Thornton, Purchasing Manager
P.O. Box 490630
Leesburg, Florida 34749-0630

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

11. **Indemnification.** The PROFESSIONAL shall indemnify the CITY and hold it, its officers, and its employees harmless from liabilities, losses, and costs, including, but not limited to, reasonable attorney's fees to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the PROFESSIONAL and persons employed or utilized by the PROFESSIONAL in the performance of this Agreement. The liability of the PROFESSIONAL shall, however, be limited to one million and 00/100 dollars ($1,000,000.00) per occurrence, and the obligation of the PROFESSIONAL to indemnify the CITY shall be limited to intentional misconduct or negligent acts, omissions, or defaults of the PROFESSIONAL; any contractors, subcontractors, sub-subcontractors, materialmen, or agents or employees of any of them, providing labor, services or materials in connection with the project; and the CITY, its officers, agents and employees, provided however that the PROFESSIONAL shall not be obligated to indemnify the CITY against losses arising from the negligence, or willful, wanton, or intentional misconduct of the CITY, its officers, agents and employees, or against statutory violations or punitive damages except to the extent caused by or resulting from the intentional misconduct or negligent acts or omissions of the PROFESSIONAL, or any contractors, subcontractors, sub-

subcontractors, materialmen, or agents or employees of any of them, providing labor, services, or materials in connection with this Agreement.

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

13. **Permits, Licenses, and Fees.** PROFESSIONAL will obtain and pay for all permits and licenses required by law that are associated with the PROFESSIONAL'S performance of the Scope of Services.

14. **Access to Records.** PROFESSIONAL will maintain accounting records, in accordance with generally accepted accounting principles and practices, to substantiate all invoiced amounts. Said records will be available for examination by the CITY during PROFESSIONAL'S normal business hours. Said records will be maintained for a period of five (5) years after the date of the invoice.

15. **Contingent Fees Prohibited.** The PROFESSIONAL warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the PROFESSIONAL, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the PROFESSIONAL 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.

16. **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 PROFESSIONAL (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 PROFESSIONAL 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 PROFESSIONAL.

17. **Independent Contractor.** The PROFESSIONAL agrees that it is an independent contractor and not an agent, joint venturer, 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 PROFESSIONAL. PROFESSIONAL will be responsible for paying its own Federal income tax and self-employment tax, or any other taxes applicable to the compensation paid under this Agreement. The PROFESSIONAL shall be solely and entirely responsible for his or her acts during the performance of this Agreement.

18. **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.

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

20. **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.

21. **Contact Person.** The primary contact person under this Agreement for the PROFESSIONAL shall be **Frank Bellomo, PLA, Assistant Vice President**. The primary contact person under this Agreement for the CITY shall be **D.C. Maudlin, Director of Public Works.**

22. **Approval of Personnel**. Key Personnel: The City reserves the right to discontinue (terminate) when key personnel identified by the SF 330 - Section E of RFQ 130633, are not available. The CITY reserves the right to approve the contact person and the persons actually performing the services on behalf of PROFESSIONAL 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 PROFESSIONAL pursuant to this Agreement, CITY may require PROFESSIONAL assign a different person or persons be designated to be the contact person or to perform the PROFESSIONAL services hereunder.

23. **Subcontractors.** The CITY reserves the right to approve all subcontractors for tasks performed under this Agreement. Responsibility for the performance of the contract remains with the PROFESSIONAL exclusively. Subcontractors may be added to this contract during the contract period only with prior written permission from the CITY

24. **Disclosure of Conflict.** The PROFESSIONAL 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 PROFESSIONAL and his duties under this Agreement

25. **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.

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

[Signature page follows.]

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

THE CITY OF LEESBURG, FLORIDA

By: _____
Jay Hurley, Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

GAI CONSULTANTS, INC.

By: _____

Printed: _____

Its: _____
(Title)

ATTACHMENT "A"
FEE SCHEDULE – HOURLY RATES

Labor Classification		Hourly Billing Rate
101	CSG Expert Witness	$328
102	CSG Senior Director / Principal	$234
103	CSG Senior Director	$206
104	CSG Director	$206
105	CSG Senior Manager / Asst. Director	$182
106	CSG Manager	$159
107	CSG Assistant Manager	$140
108	CSG Senior Project Professional	$126
109	CSG Project Professional	$112
110	CSG Senior Professional	$98
111	CSG Professional	$84
112	CSG Senior Technician	$89
113	CSG Technician 2	$79
114	CSG Technician 1	$60
130	CSG Lead CAD Operator	$89
201	Senior Engineering Director	$285
202	Engineering Director	$243
203	Senior Engineering Manager	$210
204	Senior Project Manager	$159
205	Senior Lead Project Engineer	$154
206	Project Manager	$150
207	Engineering Manager	$131
208	CEI Project Administrator	$135
209	Senior Project Engineer	$135
210	Senior Project Designer	$117
211	Senior Lead Designer	$98
212	Project Engineer	$112
213	Senior E.I.	$93
214	E.I.	$70
215	Senior CAD Operator	$84
216	Senior Project Coordinator	$79
217	Senior Project Controls Associate	$75
218	CAD Operator	$65
219	Administrative Assistant	$51
220	Lead Designer	$89
301	Environmental Director	$159
302	Senior Environmental Specialist	$131
304	Environmental Project Specialist	$84
750	Surveyor	$150
855	Sr CAD Operator	$79
400	Survey Crew- 1 Person	$89
930	Survey Crew- 2 Person	$121
935	Survey Crew- 3 Person	$159
940	Survey Crew- 4 Person	$192

AGENDA MEMORANDUM

Item No: 5.B.4.

Meeting Date: November 14, 2016

From: Mike Thornton, Purchasing Manager for
DC Maudlin, Public Works Director

Subject: Resolution authorizing execution of Task Order 2017-1 for professional design services related to Venetian Gardens Phase II Improvements

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Staff Recommendation:
Staff recommends approval of the resolution authorizing execution of the Task Order with HDR Engineering, Inc. (HDR) for an amount not to exceed $110,749.00.

Analysis:
The purpose of this Task Order is to authorize HDR to begin work on the design of Venetian Gardens Phase II Improvements specifically in the 'Ski Beach' area.

Under this Task Order HDR will prepare a site layout and preliminary design criteria within six weeks of receiving the authorization to begin work. Preliminary plans will be completed within eight weeks. Once the preliminary plans have been approved by the City, the City will execute a separate Task Order with HDR to create final plans for bidding and construction.

Options:
1. Approve the resolution authorizing the Task Order with HDR Engineering, Inc.; or
2. Such alternative action as the Commission may deem appropriate

Fiscal Impact:
Funds are approved and available in the Venetian Gardens Phase II project previously approved by City Commission.

Submission Date and Time: 11/14/2016 9:55 AM

Department: Public Works **Prepared by:** Mike Thornton **Attachments:** Yes X No ____ **Advertised:** ____ Not Required X **Dates:** ____ **Attorney Review :** Yes ___ No ____ **Revised 6/10/04**	**Reviewed by: Dept. Head** ____ **Finance Dept.** ____ **Deputy C.M.** ____ **Submitted by:** **City Manager** ____	**Account No.** 031-5193-519.31-30 **Project No.** 310051 **WF No.** WF1048725 / 001 **Budget** $300,000.00 **Available** $300,000.00

RESOLUTION NO._____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE TASK ORDER 2017-1 WITH HDR ENGINEERING, INC. FOR PROFESSIONAL DESIGN SERVICES RELATED TO VENETIAN GARDENS PHASE II - SKI BEACH AREA FOR AN AMOUNT OF $110,749.00; 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 Task Order 2017-1 with HDR Engineering, Inc. whose address is 315 E. Robinson Street, Suite 400, Orlando, Florida 32801 (email: jeff.arms@hdrinc.com for professional design services related to the City's Venetian Gardens Phase II Improvements at Ski Beach pursuant to a Master Agreement for Professional Services approved by Commission on November 14, 2016.

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 14th day of November 2016.

_____
Mayor

ATTEST:

_____
City Clerk

TASK ORDER NUMBER 2017-1
TO AGREEMENT FOR PROFESSIONAL SERVICES
ON A CONTINUING BASIS

THIS TASK ORDER is made as of the 14th day of November in the year 2016, between **THE CITY OF LEESBURG, FLORIDA,** a Florida Municipal Corporation, whose address is 501 West Meadow Street, Post Office Box 490630, Leesburg, Florida 34749-0630 (hereinafter referred to as the "CITY"), and **HDR Engineering, Inc.** whose address is 315 E. Robinson Street, Suite 400, Orlando, FL 32801 (hereinafter referred to as the "PROFESSIONAL").

WITNESSTH:

WHEREAS, on November 14, 2016, the CITY and PROFESSIONAL entered into an Agreement for professional engineering services on a Continuing Basis (hereinafter referred to as the "Master Agreement"). The Master Agreement is referenced herein as though set forth in full text.

WHEREAS, the CITY and the PROFESSIONAL desire to enter into a Written Task Order Number 2017-1 (hereinafter referred to as "Task Order") for a fee not to exceed **$110,749.00**. The services are general described as Professional Engineering Services Venetian Gardens Phase II – Ski Beach Area Improvements and specifically described in **ATTACHMENT "A"**

NOW THEREFORE, for and in consideration of the mutual covenants and promises contained in this Task Order, the CITY and the PROFESSIONAL do hereby agree as set forth below:

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

2. The Parties agree to the Scope of services and budget pursuant to the PROFESSIONAL's proposal included as **ATTACHMENT "A"**.

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

[Signature page follows.]

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

HDR ENGINEERING, INC.

By: _____

Printed: _____

Its: _____
(Title)

THE CITY OF LEESBURG, FLORIDA

By: _____
Jay Hurley, Mayor

Attest: _____
City Clerk

Scope of Services for City of Leesburg

Task Order #2017-1

Preliminary Layout and Design of Ski Beach Projects

Leesburg, Florida

The purpose of this letter is to describe the scope of work and responsibilities required for the improvements at Ski Beach in Leesburg, Florida.

SCOPE OF SERVICES

Task 1 - Kickoff Meeting

Consultant will attend a kickoff meeting with the City to discuss project details, identify stakeholders and design criteria.

Project Details
The City has provided the consultant a graphical representation of the proposed works. The consultant will draft a conceptual plan to represent the proposed works. At the kickoff meeting, the City will confirm or clarify the Consultant's understanding of the desired development.

Identify Stakeholders
At the kickoff meeting, the Consultant and City will discuss and identify the stakeholders for this project. It is anticipated that this list would include nearby residents, ecological groups and end users. The City and Consultant will outline the communication protocols and desired level of engagement. The Consultant will be available to support the City's engagement process, but does not currently propose to lead the stakeholder engagement process.

Design Criteria
The design criteria will be based on City of Leesburg Code of Ordinances. The Code stipulates that design should conform to the latest editions of FDOT's "Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways," "Standard Specifications for Road and Bridge Construction," and "Roadway and Traffic Design Standards". Additionally, the design will conform to applicable St. John's River Water Management District criteria. At the time of the kickoff meeting, the City will inform the Consultant of design criteria in excess of regulatory requirements.

As part of the kickoff meeting, Consultant will discuss the current understanding of the potential FDEP's Sovereign Submerged Lands (SSL) lease requirements. It is currently anticipated that the project may be eligible for a Letter of Consent. If available, Consultant would like to obtain any information on any prior determination of SSL or prior dock facilities in

the vicinity.

Deliverable
The Consultant will prepare a technical memo which outlines the Project Details, Stakeholder engagement and Design Criteria. The memo will be presented 2 weeks after the NTP Meeting.

Task 2 – Environmental Assessment

The consultant will develop a shoreline assessment to determine if wetland permitting is needed. Currently, it is assumed that any shoreline impacts are negligible and will not require significant wetland permitting or mitigation. Once wetland delineation has occurred, the Consultant will schedule and attend a pre-application meeting with St. John's River Water Management District.

The Consultant will also identify the ordinary high water line to support the documentation required under FDEP's SSLL program. It is currently anticipated that the development will not trigger the thresholds to require an easement or lease. The required documentation will be submitted with the anticipation of receiving a Letter of Consent.

Task 3 – Survey / Geotechnical Investigation

Survey data will also be collected in support of the project. The data collection efforts as well as the resulting deliverables are described in **Attachment 1.**

Geotechnical data will also be collected in support of the project. The data collection efforts as well as the resulting deliverables are described in **Attachment 2.**

Task 4 – Site Layout, Preliminary Design Criteria

4.1 Roadway, Sidewalk and Parking Improvements
The Consultant will develop a Site Layout in CADD format. The site layout will depict the alignment of the roadway, sidewalk and parking stalls. The footprint of the restroom building will be provided, as well as the proposed location of other features. Station and offset information will be provided, as well as sidewalk width and stall dimensions. Specifications for concrete and pavement sections will be provided on the site layout. Design Criteria in accordance with City of Leesburg Code of Ordinances will be utilized. A summary of the applicable criteria will be provided on the site layout. The layout will be sent to the City for review and comment. A meeting will be scheduled with the city 2 weeks after the submittal to review the comments and resolve any issues. Modifications to the site layout will be incorporated prior to preparing final design plans. It is anticipated that any modifications to the Site Layout would be minor in nature and would not change the design assumptions described in this proposal.

4.2 Decorative Fence and Landscaping for Shoreline Drive
Please see **Attachment 3** for a description of the services proposed for this element.

4.3 Boat Ramp

As part of the development on the southeast corner of Lake Harris Cove, a boat ramp has been proposed by The City to allow for additional lake access to this area. Based on the preliminary master plan, the ramp will be approximately 55-60ft wide which is sufficient room for two (2) separate traffic lanes to accommodate simultaneous launching operations. The boat ramp will be paved with a high-traction surface (likely raked cast-in-place concrete) above the waterline, then connected structurally to a series of pre-fabricated, reinforced concrete slabs below the waterline (set on a prepared based and/or appropriate foundation footing).

In conjunction with the new boat ramp, one or more timber docks will be designed to allow boaters to tie-up their vessel before/after launching operations. A dock will be located on either side of the ramp to allow for setup and staging (approximately 8-12 slips in total), and another will be located down the middle of the ramp to facilitate actual launching/retrieval operations. The docks will likely be designed with timber framing and decking members, supported by timber piling driven into the marine substrate. Composite materials will be evaluated and discussed with The City as part of the project, but all materials will be designed/ specified for the marine environment otherwise.

4.4 Boat Ramp Restroom

Please see **Attachment 3** for a description of the services proposed for this element.

4.5 Pedestrian Bridge

As part of the overall master plan, a new pedestrian bridge has been proposed to provide an additional access point from the mainland to the island chains of Venetian Gardens Park. The final location will be contingent upon approval of the overall site plan, but the structural configuration will likely mimic existing pedestrian bridges in the area, which are composed of timber decking, framing, and support piling.

In addition to the new structure detailed above, one of the existing pedestrian bridges (depicted in the master plan) is showing signs of deterioration and may require repairs. The HDR team will visit the site to conduct an investigation and structural assessment of said structure, and a brief letter report summarizing the findings will be issued to the City for their records. Based on the investigation, repair recommendations will be provided in the Preliminary Design Report.

Deliverable

The Task 4 deliverable includes a technical memo containing the exhibits and condition assessment described above.

Task 5 – Public Meeting

The Consultant will participate in one public meeting at the request of the City. The Consultant will prepare up to 3 display boards to facilitate communication with the meeting participants. The Consultant will attend a preparation meeting to discuss anticipated stakeholder issues. The Consultant will provide information in support of the City's presentation. The Consultant will participate in the presentation, if desired by the City.

Task 6 – Preliminary Design Report and Site Layout

6.1 Roadway, Sidewalk and Parking Improvements

The Consultant will advance the Site Layout design developed under Task 4 to approximately 30%. The site layout will include the following information:

- *Existing Conditions* – A plan sheet will be developed to depict the survey data collected in Task 3.
- *Demolition* – Demolition, if any, will be identified.
- *Proposed Site Plan* – The proposed improvements will be delineated, including geometric parameters and site development specifications.
- *Paving, Grading and Drainage* – A plan sheet will be developed to describe the proposed impervious areas, grading activities and drainage accommodations. It is anticipated that the drainage collection system will be eligible to tie into the existing collection system along Lake Shore Drive.
- *Utilities* – A plan sheet will be developed to depict the proposed utilities required for the site development. The site is expected to require potable and sanitary service for the restroom building as well as two hose bib services at the boat ramp/dock. It is currently anticipated that sufficient potable water service and gravity sanitary sewer collection will be available along Lake Shore Drive.

6.2 Decorative Fence and Landscaping for Shoreline Drive

Please see **Attachment 3** for a description of the services proposed for this element.

6.3 Boat Ramp

In conjunction with the work performed in Task 4.3, the design approach and description of various structural elements (boat ramp; staging docks; etc.) will be summarized in report format for inclusion in the Project design brief.

6.4 Boat Ramp Restroom

Please see **Attachment 3** for a description of the services proposed for this element.

6.5 Pedestrian Bridge

In conjunction with the work performed in Task 4.5, the design approach and various structural elements will be detailed for both the new pedestrian bridge and any rehab/repair structures, as deemed necessary. The report will be formatted and incorporated into Project design brief.

Deliverable

The deliverables under this task will include preliminary plans and reports.

Task 7 – Project Management

This task covers includes all project management activities including project billing and Quality Control.

SCHEDULE

The Project will begin once written notice to proceed has been received from the Client. The Consultant will complete the site layout and preliminary design criteria within six (6) weeks of receiving the written notice to proceed for review by the Client. The preliminary plans will be completed and submitted within eight (8) weeks of commencement of Task 6.

Final Design

Once the preliminary plans have been developed and approved by the City, the Consultant will develop a Supplemental Agreement to finalized the plans and bid documents.

ATTACHMENT "A"

Preliminary Layout and Design of Ski Beach Projects

Staffhour and Fee Estimate

	Task Description	Hours									
		Sr. Project Manager	Engineer Planner V	Engineer Planner IIII	Enigneer Planner I	Chief Designer	Sr. Designer	Designer	Sr. Admin Assistant	TOTAL	BUDGET
1	Kickoff meeting										
1-1	Project Details	1	2							3	$ 438
1-2	Identify Stakeholders	4								4	$ 746
1-3	Design Criteria	2	2					1		5	$ 693
Subtotal		7	4	0	0	0	0	1	0	12	$ 1,876
2	Environmental Assessment										
2-1	Wetland Delineation, agency coordination, letter report		32							32	$ 4,019
										0	$ -
Subtotal		0	32	0	0	0	0	0	0	32	$ 4,019
3	Survey										
3-1										0	$ -
3-2										0	$ -
3-3										0	$ -
Subtotal		0	0	0	0	0	0	0	0	0	$ -
4	Site Layout and Preliminary Design Criteria										
	Roadway, Sidewalk and Parking Improvements	4	24	30				40	6	104	$ 10,088
	Decorative Fence and Landscaping for Shoreline Drive									0	$ -
	Boat Ramp	2	8	32				32		74	$ 6,704
	Boat Ramp Restroom									0	$ -
	Pedestrian Bridge	2	8	32				32		74	$ 6,704
										0	$ -
Subtotal		8	40	94	0	0	0	104	6	252	$ 23,415
5	Public Meeting										
5-1	Pre-meeting	2	2							4	$ 624
5-2	Develop graphics	1	2				4			7	$ 776
5-3	Attend public meeting	4	4							8	$ 1,248
Subtotal		7	8	0	0	0	4	0	0	19	$ 2,648
6	Preliminary Design										
	Roadway, Sidewalk and Parking Improvements	2	8	16			56			82	$ 7,665
	Decorative Fence and Landscaping for Shoreline Drive									0	$ -
	Boat Ramp		4	18					4	26	$ 2,639
	Boat Ramp Restroom									0	$ -
	Pedestrian Bridge		4	18					4	26	$ 2,639
										0	$ -
Subtotal		2	16	52	0	0	56	0	8	134	$ 12,963
7	Project Management										
7-1	Project Management / Accounting (7% of Total Hrs.)	32								32	$ 5,964
7-2	QA/QC (10% of Total Hrs.)		45							45	$ 4,396
7-3										0	$ -
Subtotal		32	45	0	0	0	0	0	0	77	$ 10,360
Grand Total (Man-Hours)		56	145	146	0	0	60	105	14	526	$ 55,281

Labor Costs

Staff Category	Hours	Labor Rate	Dollars
Sr. Project Manager	56	186.39	10,438
Engineer Planner V	145	125.58	18,209
Engineer Planner IIII	146	97.68	14,261
Enigneer Planner I	0	80.73	-
Chief Designer	0	151.50	-
Sr. Designer	60	84.72	5,083
Designer	105	68.76	7,220
Sr. Admin Assistant	14	94.68	1,326
Tech	0		-
0	0		-
0	0		-
Total	526		$ 56,537

Estimated Direct Costs

Computers	-
Reproduction/Printing	500
Postage	
Telephone	
Travel	400
Traffic Count Equipment	-
Other	-
Total Direct Costs	$ 900

Subconsultant Costs

Southeastern Survey	15,242
GEC	19,500
Borelli	18,570
Total Subconsultants	$ 53,312

Fee Estimate

Loaded Labor Costs	56,537
Direct Costs	900
Subconsultants	53,312
Grand Total	**$ 110,749**

AGENDA MEMORANDUM

Item No: 5.B.5.

Meeting Date: November 14, 2016

From: Mike Thornton, Purchasing Manager for
DC Maudlin, Public Works Director

Subject: Resolution authorizing execution of Task Order 2017-1 for professional design services for Leesburg gateway improvements.

Staff Recommendation:
Staff recommends approval of the resolution authorizing execution of the Task Order 2017-1 with GAI Consultants for professional design services not to exceed $64,699.00.

Analysis:
The purpose of this Task Order is to authorize the Scope of Services for GAI to provide design services for the Leesburg Gateway Improvements at US-441 & US-27.

The conceptual design of this project was previously presented to commission and was approved. GAI will now use the conceptual design and prepare construction documents necessary for the bidding and construction of the project.

Options:
1. Approve the resolution authorizing execution of the Task Order with GAI Consultants, Inc.; or
2. Such alternative action as the Commission may deem appropriate

Fiscal Impact:
Funds are available in the project budget for this expenditure.

Submission Date and Time: 11/14/2016 9:55 AM

Department: Public Works **Prepared by:** Mike Thornton **Attachments:** Yes____ No _____ **Advertised:**_____Not Required _____ **Dates:**_____ **Attorney Review :** Yes___ No ____ **Revised 6/10/04**	**Reviewed by: Dept. Head** _____ **Finance Dept.** _____ **Deputy C.M.** _____ **Submitted by:** **City Manager** _____	**Account No.** 031-5193-519.31-30 **Project No.** 310051 **WF No.** WF0997822 / 001 **WF No.** 48425 **Budget** _____ **Available** _____

RESOLUTION NO._____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE TASK ORDER 2017-1 WITH GAI CONSULTANTS FOR PROFESSIONAL DESIGN SERVICES RELATED TO LEESBURG GATEWAY IMPROVEMENTS AT US-441 & US-27 FOR AN AMOUNT OF $64,699.00; 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 Task Order 2017-1 with GAI Consultants, Inc. whose address is 618 E. South Street, Suite 700, Orlando, Florida 32801 (email: f.bellamo@gaiconsultants.com) for professional design services related to the Leesburg Gateway Improvements at US-441 & US-27 under an existing Master Professional Services Agreement.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held the 14th day of November 2016.

_____
Mayor

ATTEST:

_____
City Clerk

TASK ORDER NUMBER 2017-1
TO AGREEMENT FOR PROFESSIONAL SERVICES
ON A CONTINUING BASIS

THIS TASK ORDER is made as of the 14th day of November in the year 2016, between **THE CITY OF LEESBURG, FLORIDA,** a Florida Municipal Corporation, whose address is 501 West Meadow Street, Post Office Box 490630, Leesburg, Florida 34749-0630 (hereinafter referred to as the "CITY"), and **GAI Consultants, Inc.** whose address is 618 E. South Street, Suite 700, Orlando, FL 32801 (hereinafter referred to as the "PROFESSIONAL").

WITNESSTH:

WHEREAS, on November 14, 2016, the CITY and PROFESSIONAL entered into an Agreement for professional engineering services on a Continuing Basis (hereinafter referred to as the "Master Agreement"). The Master Agreement is referenced herein as though set forth in full text.

WHEREAS, the CITY and the PROFESSIONAL desire to enter into a Written Task Order Number 2017-1 (hereinafter referred to as "Task Order") for a fee not to exceed **$64,699.00**. The services are general described as Professional Engineering Services Leesburg Gateway US-441 and US-27 Project and specifically described in **ATTACHMENT "A"**

NOW THEREFORE, for and in consideration of the mutual covenants and promises contained in this Task Order, the CITY and the PROFESSIONAL do hereby agree as set forth below:

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

2. The Parties agree to the Scope of services and budget pursuant to the PROFESSIONAL's proposal dated November 8, 2016 and included as **ATTACHMENT "A"**.

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

[Signature page follows.]

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

GAI Consultants, Inc.

By: _____

Printed: _____

Its: _____
(Title)

THE CITY OF LEESBURG, FLORIDA

By: _____
Jay Hurley, Mayor

Attest: _____
City Clerk

ATTACHMENT "A"

COMMUNITY SOLUTIONS GROUP

Planning | Urban Design
Landscape Architecture
Economics | Real Estate

November 8, 2016

Mr. D.C. Maudlin
Public Works Director
City of Leesburg, Florida
550 South 14th Street
Leesburg, Florida 34748

Proposal for Professional Services
US 441 and US 27 Gateway
Leesburg, Florida

Dear Mr. Maudlin:

Thank you for the opportunity to allow GAI Consultants Community Solutions Group (CSG), a GAI Consultants, Inc. service group, to assist the City of Leesburg (Client) on the preparation of contract documents and bidding phase services for the Leesburg Gateway project located at US 441 and US 27.

Project Understanding

The following is our understanding of the project:

The project is the completion of contract documents and bidding phase assistance for the Leesburg gateway. A concept of the gateway was completed under a separate agreement and approved by the City Council. It is the intention of the City to construct the improvements indicated on those concept plans.

Scope of Services

Based on our understanding of the project requirements/criteria provided to date by the Client, GAI's Community Solutions Group (CSG) will perform the following described Scope of Services:

1.0 Data Collection

1.1 Perform a survey of the project area as per Rule Chapter 5J-17 of the Florida Administrative Code in compliance with the standards of practice of surveying and mapping of the State of Florida.

- Topographic information.
- Location of existing visible above ground improvements and visible utilities within right-of-way.
- Existing trees over 4" in diameter.

1.2 A geotechnical engineering report summarizing the field and laboratory services performed and providing an engineering analysis of the project area soil and groundwater conditions with regards to foundation design will be provided to the City by GAI.

GAI Consultants, Inc.
618 E. South Street
Suite 700
Orlando, Florida 32801

T 407.423.8398
gaiconsultants.com

Planning | Urban Design
Landscape Architecture
Economics | Real Estate

2.0 FDOT Community Aesthetic Feature (CAF) Approval

2.1 Submit the previously completed concept plans and additional required information regarding lighting and feature dimensions to FDOT District 5 Maintenance Office for Conceptual Review. The CAF will be filed under the Stand-Alone I.D. Marker category. Complete the required Form 23-A approval letter.

2.2 Following receipt of comments from the District, provide up to two sets of written responses and modified plans, along with a maintenance schedule, to the District to receive approval for the development of the gateway as a CAF within the FDOT right of way.

2.3 GAI/CSG will be available to meet with the Client two (2) times during this phase of the work.

3.0 Design Development Documents (60% CD's)

This task includes advancing the construction plans from the approved Schematic Design Plans to a Design Development set of plans.

3.1 Design Development – Based on the previously completed Concept Design and preliminary statement of probable cost, CSG will prepare Design Development Documents. These documents will further refine and articulate the project elements established in the concept design phase and will include the overall landscape, hardscape, fountain and electrical plans for all of the project elements.

Project elements are anticipated to include the:

- Hardscape/gateway features layout plan
- Landscape plan
- Fountain layout plan including fountain pool and equipment/vault location and layout
- Electrical service and lighting plans
- Irrigation plan including well and pump station

3.2 Statement of Probable Cost – CSG will prepare an updated statement of probable cost for all elements detailed in the Design Development Documents.

3.3 Client Review Meeting – CSG will meet with the Client one (1) time to review the Design Development Documents and receive comments. CSG will proceed with the preparation of the construction document phase of the work, incorporating the Client's review comments into the next phase of the work. Major changes that represent a significant departure from the original design program, budget, and approved concept will be provided as an Additional Service.

Deliverables – As a result of these tasks, CSG will produce the following:

- One (1) set of the design development documents

- One (1) copy of the order of magnitude statement of probable cost

4.0 Construction Documents

This task includes advancing the construction plans from the Design Development Phase Plans to the final set of Construction Plans for permitting review and approval.

4.1 Based upon the approved Design Development plans, CSG will provide the required CAD generated construction drawings and CSI formatted specifications related to the project elements including grading, water feature/fountain, walls and signage, electrical and lighting, landscaping and irrigation. The plans will contain the following information:

- Cover Sheet.
- General Notes Sheets.
- Stormwater Pollution Prevention Plan (SWPPP).
- Site Plan.
- Horizontal Control Plan.
- Signage and Marking Plan.
- Hardscape Plans and Details.
- Decorative Fountain Plans.
- Lighting and Electrical Plans.
- Structural Plans.
- Landscape Plans.
- Irrigation Plans.
- Details.

4.2 Prepare a required Stormwater Pollution Prevention Plan (SWPPP).

4.3 Final utility coordination efforts.

4.4 GAI will prepare a Quality Assurance/Quality Control (QA/QC) analysis on the plans and calculations to be submitted to the governing agencies including a final QA/QC of the construction plans for submittal for bidding by licensed general contractors.

4.5 The Construction Documents will include complete electrical circuiting and lighting plans, coordinated with the local electrical utility provider. The plans will include location of transformers, electrical panels and complete electrical distribution. Lighting fixtures will be located and selected.

4.6 Structural plans will be completed by an engineer licensed in the State of Florida.

4.7 Fountain plumbing and filtration systems will be completed by an engineer licensed in the State of Florida.

4.8 The landscape plans and details will indicate specific locations for all proposed plant materials, identify all plant material by botanical and common name, specify quantities and sizes to be installed, and outline planting procedures to be followed and guarantees required.

4.9 Provide complete plans and construction details for an electric automatic irrigation system including meter(s), backflow preventer(s), controllers, valves, spray heads, drip emitters and gear drive heads, and automatic shut-off (per Florida law).

4.10 The project specifications shall be completed in standard C.S.I. format and prepared utilizing Microsoft Word software formatted for 8 ½" x 11" printing. The City will provide GAI with their standard "front-end" contract documents for review to assure that the specifications do not conflict with the City's standard contract language.

4.11 Provide a set of PDF and reproducible drawings and specifications for construction.

4.12 Deliverables – As a result of these tasks, CSG will produce the following:

- Three (3) sets of 100% Construction Documents
- One (1) copy of the order of magnitude statement of probable cost

5.0 Bidding Phase Services

5.1 Provide quantity take-offs for the project and prepare bid tabulation schedules for unit price bidding by general contractors. Advertising the project for bid and preparing the full bid packages for the bidders is the responsibility of the City.

5.2 Attend the pre-bid conference and answer any questions which may arise during the bidding process. Respond to bidder's Requests For Additional Information (RFI's), prepare any addenda that may be necessary (for distribution by the City), attend the bid opening, and assist the City in the review of the bids received.

Schedule

The service described herein shall be completed within a reasonable time frame stipulated by Client. It is not expected that this time frame will be less than 90 days.

Compensation

Compensation for services described above is on a lump sum basis as follows:

TASK NO.	TITLE	PMT. TYPE	FEE
Task 1.1	Survey	Lump Sum	$5,449.00
Task 1.2	Geotechnical Engineering	Lump Sum	$3,790.00
Task 2.0	CAF Approval	Lump Sum	$9,094.00
Task 3.0	Design Development	Lump Sum	$16,648.00
Task 4.0	Construction Documents	Lump Sum	$24,122.00
Task 5.0	Bidding Phase	Lump Sum	$5,596.00
	TOTAL		$64,699.00

Reimbursable Expenses

Reimbursable expenses may include in-house and out-of-house projected costs required to perform and deliver the services such as postage, courier services, overnight deliveries, and mileage. Reimbursable Expenses are estimated at $750.00.

Reimbursable expenses will be invoiced on an actual cost basis.

Payment

Unless otherwise specified in the GAI Standard Terms and Conditions for Professional Services, attached hereto as Exhibit A, GAI will prepare invoices monthly and payment will be due within thirty 30 days of the date of the invoice. All other payment terms will be in accordance with Exhibit A.

Services Not Included

The proposed scope of services and cost(s) assume the following items are excluded from this scope of services:

- Civil Engineering
- CEI Services
- Other meetings beyond those specifically outlined within the above Scope of Services.
- Other services not specifically described herein

Assumptions and Understandings

GAI's Scope of Services and Compensation as set forth above have been prepared on the basis of the following assumptions and understandings:

1. Client has provided all its requirements for GAI's scope of services and all criteria and/or specifications that GAI should utilize at the time this proposal is authorized.
2. Client has provided all available information pertinent to GAI's scope of services, including previous reports/drawings, utility information, etc. at the time this proposal is authorized. Unless otherwise noted, GAI may rely upon such information.
3. Client will give GAI prompt notice whenever it observes or otherwise becomes aware of any development that affects the scope or timing of GAI's performance.
4. Client will examine and provide comments and/or decisions with respect to any of GAI's interim or final deliverables within a period mutually agreed upon.

Please do not hesitate to contact me at (321) 319-3057 if you have any questions or wish to discuss this Proposal. If this Proposal is acceptable, please sign where

Planning | Urban Design
Landscape Architecture
Economics | Real Estate

indicated below and return one copy for our file. This also will serve as authorization for GAI to proceed. GAI's performance of the Scope of Services will be governed by the Terms and Conditions in the Prime Agreement between GAI Consultants, Inc. and the City of Leesburg, incorporated herein by reference.

Sincerely,

Community Solutions Group,
a GAI Consultants, Inc.
Service Group

Frank Bellomo, PLA
Senior Director, Landscape Architecture
Assistant Vice President

FB/shw

AGENDA MEMORANDUM

Item No: 5.B.6.

Meeting Date: November 14, 2016

From: Mike Thornton, Purchasing Manager for
Tino Anthony, Information Technology Director

Subject: Purchase request for desktop and notebook computer replacement purchase

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Staff Recommendation:
Staff recommends approval of the purchase request and award of the Invitation to Bid to Staples Technology Solution for an amount not to exceed $51,608.00.

Analysis:
The Information Technology (IT) Department has requested the purchase of 50 each desktop computers and 25 each notebook computers. All computers are Hewlett Packard (HP) Brand equipment. The purchase of these computers is for the replacement of existing computers that are aging and can no longer provide the technical requirements needed to run City software and network requirements. They are also no longer covered by an extended warranty with HP.

The IT Department has selected the EliteDesk 800/G2 and EliteBook 800/G3. The HP Elite line of computers come with a 3/3/0 extended warranty; 3-years parts and labor with depot repair. Purchasing these models will also match the same models purchased last year reducing the number of models in the IT inventory. Minimizing the number of models makes for more efficient support of the inventory.

Procurement Analysis:
The Purchasing Division issued Invitation to Bid 170051 and solicited seven (7) vendors that had participated on previous computer purchase bids. There were 5 bids submitted as listed in the attached Bid Tabulation.

Staff recommends award of the ITB to the low bidder Staples Technology. Staples has been awarded other purchases in the past for the same or similar products.

The computers removed from service will be considered surplus equipment and can be made available to 501(c)(3) organizations outside the City on request for donation.

Options:
1. Approve award of the bid and purchase to Staples Technology, Inc.; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:
Funds are budgeted and available in the 2017 fiscal year for this purchase.

Submission Date and Time: 11/14/2016 9:55 AM

Department: __Information Technology___ **Prepared by:** __Mike Thornton__ **Attachments:** **Yes_X__ No _____** **Advertised**:_____**Not Required _____** **Dates:**_____ **Attorney Review :** **Yes___ No ____** _____ **Revised 6/10/04**	**Reviewed by: Dept. Head** _____ **Finance Dept.** _____ **Deputy C.M.** _____ **Submitted by:** **City Manager** _____	**Account No.** _001-1633-513.51-81___ **Project No.** _____ **Req. No.** ____48699_____ **Budget** _____$71,000.00_____ **Available** ____$71,000.00_____

Datasheet

HP EliteDesk 800 G2 Small Form Factor PC

Experience top-notch productivity plus industry-leading reliability, security, and manageability, plus a unique portfolio of solutions in a compact, space-saving design with the powerful HP EliteDesk 800 SFF.

- Windows 10 Pro[1]
- 6th Gen Intel® Core™ Processors[2]

Designed for every demand

Blast through your most demanding challenges with the uncompromising performance of 6th Gen Intel® Core™ processors,[2] Intel® HD 530 Graphics, and optional high-end discrete graphics and HP Turbo Drive.[3]

Seriously secure

Help protect your PC and maintain maximum uptime with a suite of solutions that help stop security breaches, including HP BIOSphere[4] with SureStart.

Make durability a reality

Get the reassurance of a PC that goes through 120,000 hours of HP Total Test Process and is designed to pass MIL-STD testing.[5] Add an optional Dust Management Solution for enhanced reliability in dusty environments.

Expand with ease

Extend the life of your investment with a tool-less chassis and a range of expansion slots, bays, ports, and connectors for the most demanding business needs.

Featuring

- Help secure the future of your modern business. Modern PCs from HP make the most of Windows 10 Pro[1] to help protect you from today's security threats and maximize management and productivity features for business.
- Enjoy easy world-class manageability with integrated solutions that include Intel® vPro™[6] and Windows 10 Pro[1] plus HP Common Core BIOS, which enables easy management of your entire fleet of HP devices.
- Simplify IT rollouts and stagger deployments with an 18-month lifecycle and global availability in more than 180 countries where HP conducts business.
- Make conferencing from your PC as simple as the touch of a button with the optional HP Conferencing Keyboard and HP Wired Headset.[3]
- Keep everything in plain sight and be up to 35%[8] more productive with support for up to three external HP EliteDisplays.[3]
- Support your environmental initiatives with energy-efficient PCs that are ENERGY STAR® certified and EPEAT® Gold[9] registered.
- Increase storage and performance with an optional powerful HP Turbo Drive[3] that handles your growing and complex workloads.

HP EliteDesk 800 G2 Small Form Factor PC Specifications Table

Form Factor	Small Form Factor
Available Operating System	Windows 10 Pro 64 [1] Windows 10 Home 64 [1] Windows 8.1 Pro 64 [1] Windows 8.1 64 [1] Windows 7 Professional 64 (available through downgrade rights from Windows 10 Pro) [2] Windows 7 Professional 32 (available through downgrade rights from Windows 10 Pro) [2] Windows 7 Professional 64 [1] Windows 7 Professional 32 [1] FreeDOS 2.0 [1]
Available Processors	Intel® Core™ i7-6700 with Intel HD Graphics 530 (3.4 GHz, up to 4 GHz with Intel Turbo Boost, 8 MB cache, 4 cores); Intel® Core™ i5-6600 with Intel HD Graphics 530 (3.3 GHz, up to 3.9 GHz with Intel Turbo Boost, 6 MB cache, 4 cores); Intel® Core™ i5-6500 with Intel HD Graphics 530 (3.2 GHz, up to 3.6 GHz with Intel Turbo Boost, 6 MB cache, 4 cores); Intel® Core™ i3-6320 with Intel HD Graphics 530 (3.9 GHz, 4 MB cache, 2 cores); Intel® Core™ i3-6300 with Intel HD Graphics 530 (3.8 GHz, 4 MB cache, 2 cores); Intel® Pentium® G4500 with Intel HD Graphics 530 (3.5 GHz, 3 MB cache, 2 cores); Intel® Pentium® G4400 with Intel HD Graphics 510 (3.3 GHz, 3 MB cache, 2 cores) [3]
Chipset	Intel® Q170
Maximum Memory	64 GB DDR4-2133 SDRAM (Transfer rates up to 2133 MT/s)
Memory Slots	4 DIMM
Internal Storage	120 GB up to 500 GB SATA SSD [4] 120 GB up to 256 GB SATA SE SSD [4] 500 GB up to 1 TB SATA SSHD [4] 128 GB up to 512 GB Turbo Drive G2 (M.2 PCIe SSD) [4] 128 GB up to 256 GB Turbo Drive (M.2 PCIe SSD) [4] 500 GB 2 TB SATA (7200 rpm) [4] 128 GB 256 GB SATA 3D SSD [4]
Optical Drive	Slim SATA BDXL Blu-ray writer; Slim SATA SuperMulti DVD-RW; Slim SATA DVD-ROM [5,6]
Available Graphics	Integrated: Intel® HD Graphics[8] Discrete: NVIDIA® GeForce® GT 730 (2 GB) (Integrated graphics will depend on processor)
Audio	DTS Studio Sound™ audio management technology, HD audio with Realtek ALC221 codec, microphone and headphone front ports (3.5 mm), line-out and line-in rear ports (3.5 mm), multi-streaming capable, internal speaker (standard)
Communications	Intel® I219LM Gigabit Network Connection LOM; Intel® I210-T1 PCIe GbE (optional) WLAN: Broadcom BCM943228Z 802.11n Wireless PCIe with optional Bluetooth® (optional); Intel® 7265 802.11ac Wireless PCIe with Bluetooth® (optional); Intel® 7265 802.11n Wireless PCIe (optional); Intel® 8260 802.11ac Wireless PCIe with optional Bluetooth® (optional) [7]
Expansion Slots	1 PCIe x16; 1 PCIe x4 (x16); 2 PCIe x1
Ports and Connectors	Front: 2 USB 3.0; 2 USB 2.0 (1 fast charging); 1 audio line in; 1 audio line out Back: 6 USB 3.0; 1 serial; 1 serial (optional); 1 parallel (optional); 2 PS/2 (keyboard and mouse); 1 VGA; 2 DisplayPort; 1 audio line in; 1 audio line out; 1 RJ-45
Internal Drive Bays	Two 3.5"; One 2.5"
External Drive Bays	One slim ODD; One SD 4 reader (optional)
Available Software	HP business PCs are shipped with a variety of software titles including: HP Drive Encryption (FIPS 140-2), HP Client Security, HP Security Manager, Microsoft Security Essentials, CyberLink Power DVD BD, Native Miracast Support, HP ePrint Driver, HP Recovery Manager, Foxit PhantomPDF Express. Please refer to this product's quick spec document for a full list of preinstalled software. [10,11,12]

Security Management	HP BIOSphere with Sure Start; Trusted Platform Module (TPM) 1.2/2.0 (Common Criteria EAL4+ certified); SATA port disablement (via BIOS); DriveLock and Automatic DriveLock; RAID (available as a configurable option); Serial, parallel, USB enable/disable (via BIOS); Optional USB port disable at factory (user configurable via BIOS); Removable media write/boot control; Power-on password (via BIOS); Setup password (via BIOS); HP Solenoid Hood Lock/Sensor; Support for chassis padlocks and cable lock devices [13,14]
Management Features	Intel® vPro™
Power	200 W, up to 92% efficient, active PFC
Dimensions	6.7 x 16.7 x 15.3 in 170 x 425 x 389 mm
Weight	Starting at 15.4 lb Starting at 6.9 kg (Exact weight depends on configuration)
Environmental	Low halogen [16]
Energy Efficiency Compliance	ENERGY STAR® certified and EPEAT® Gold registered configurations available [15]
Warranty	Protected by HP Services, including a 3-year parts, 3 years labor, and 3 years onsite service (3/3/3) limited warranty; Terms and conditions vary by country; Certain restrictions and exclusions apply.

Datasheet

HP EliteBook 840 G3 Notebook PC

Impressively thin and light, the HP EliteBook 840 empowers users to create, connect, and collaborate, using enterprise-class performance technology that helps keep you productive in and out of the office.

- Windows 10 Pro[1]
- Screen Size: 14" diagonal

Portable powerhouse

Combine high performance technology and long battery life with Windows 10 Pro,[1] 6th Gen Intel® Core™ processors,[2] and a PCIe Gen3 SSD.[3] Drive performance with DDR4 memory, and dual storage options[3] that for your most demanding business applications and fast access to data.

Slim new design with all the right ports

Connect to essential ports without the hassle of dongles. At just 18.9 mm, the ultraslim and light HP EliteBook 840 comes with VGA, Display Port, RJ-45, USB, USB-C™, and enterprise docking capabilities.

Strong security, powerful manageability

Protect, detect, and recover from malicious attacks with HP Sure Start with Dynamic Protection - the industry's first self-healing BIOS that monitors and corrects BIOS corruption every 15 minutes.

Designed for collaboration

Replace your speaker phone with the HP EliteBook 840 with Audio by Bang & Olufsen plus HP Noise Reduction Software that provides a rich collaboration experience for applications like Skype for Business.[3]

Featuring

- Power through your day with Windows 10 Pro[1] and the powerful, sleek, thin, and light HP EliteBook 840.
- HP Sure Start with Dynamic Protection checks your BIOS every 15 minutes to detect attacks and corruption then self-heals the BIOS automatically.
- Enjoy a remarkable balance of comfort and feedback with the HP Premium Keyboard engineered for accuracy.
- Get the speed and space you need without having to use external storage. Dual drive support options quickly boot, wake, and run your system on a fast SSD[3] and let you maintain access to your files with a high-capacity HDD.[3]
- Stand up to the workload with an EliteBook designed to pass MIL-STD 810G testing.[4]
- Expand your system's memory, battery, storage, and WWAN components.[5]
- Experience the difference with HP Clear Sound AMP and the HP EliteBook 840 speakers.
- Suppress background noise including keyboard clicks with HP Noise Reduction Software.

HP EliteBook 840 G3 Notebook PC Specifications Table

Available Operating System	Windows 10 Pro 64 [1] Windows 10 Home 64 [1] Windows 7 Professional 32 (available through downgrade rights from Windows 10 Pro 64) [2] Windows 7 Professional 64 (available through downgrade rights from Windows 10 Pro 64) [2] Windows 8.1 Pro 64 [1] Windows 8.1 64 [1] Windows 7 Professional 32 [1] Windows 7 Professional 64 [1] FreeDOS 2.0
Processor Family	Intel® Core™ i7 processor; Intel® Core™ i5 processor; Intel® Core™ i3 processor [4]
Available Processors	Intel® Core™ i7-6600U with Intel HD Graphics 520 (2.6 GHz, up to 3.4 GHz with Intel Turbo Boost Technology, 4 MB cache, 2 cores); Intel® Core™ i7-6500U with Intel HD Graphics 520 (2.5 GHz, up to 3.1 GHz with Intel Turbo Boost Technology, 4 MB cache, 2 cores); Intel® Core™ i5-6300U with Intel HD Graphics 520 (2.4 GHz, up to 3 GHz with Intel Turbo Boost Technology, 3 MB cache, 2 cores); Intel® Core™ i5-6200U with Intel HD Graphics 520 (2.3 GHz, up to 2.8 GHz with Intel Turbo Boost Technology, 3 MB cache, 2 cores); Intel® Core™ i3-6100U with Intel HD Graphics 520 (2.3 GHz, 3 MB cache, 2 cores) Intel® vPro™ Technology (select models)[4,5]
Chipset	Chipset is integrated with processor
Maximum Memory	16 GB DDR4-2133 SDRAM [6] (Transfer rates up to 2133 MT/s. SODIMM slots are customer accessible/upgradeable. Supports dual channel memory.)
Memory Slots	2 SODIMM
Internal Storage	500 GB SATA (7200 rpm) [7] 1 TB SATA (5400 rpm) [7] 500 GB SATA SED (7200 rpm) [7] 500 GB SATA FIPS 140-2 SED (7200 rpm) [7] 180 GB up to 240 GB M.2 SATA MLC SSD [7] 180 GB 256 GB M.2 SATA MLC SED SSD [7] 128 GB up to 512 GB M.2 SATA TLC SSD [7] 256 GB M.2 PCIe SSD [7]
Display	14" diagonal HD SVA anti-glare slim LED-backlit (1366 x 768); 14" diagonal FHD SVA anti-glare slim LED-backlit (1920 x 1080); 14" diagonal QHD UWVA anti-glare ultra-slim LED-backlit (2560 x 1440); 14" diagonal FHD SVA slim LED-backlit touch screen (1920 x 1080) [13]
Available Graphics	Integrated: Intel® HD Graphics 520
Audio	Audio by Bang & Olufsen; Integrated dual array microphone; Integrated premium speakers; HP Noise Reduction Software; HP Clear Sound Amp
Wireless Technologies	HP lt4120 Qualcomm® Snapdragon™ X5 LTE Mobile Broadband Module; HP hs3110 HSPA+ Mobile Broadband; Intel 802.11a/b/g/n/ac (2x2) and Bluetooth® 4.2 Combo; Intel 802.11a/b/g/n/ac (1x1) and Bluetooth® 4.0 Combo; Near Field Communication (NFC) module (optional); Intel® Pro Wireless Display (WiDi Pro) [8,9,10,11,12] (Support for Miracast (Windows 8.1 and Windows 10))
Communications	Intel® Ethernet Connection I219-V 10/100/1000 (with Intel® i3-6100U, i5-6200U, and i7-6500U); Intel® Ethernet Connection I219-LM 10/100/1000 (with Intel® i5-6300U and i7-6600U)
Expansion Slots	1 media card reader; 1 external SIM (Supports SD, SDHC, SDXC.)
Ports and Connectors	1 USB 3.0; 1 USB 3.0 charging; 1 USB Type-C™; 1 DisplayPort; 1 VGA; 1 headphone/microphone combo; 1 AC power; 1 RJ-45; 1 docking connector
Input Device	Spill-resistant keyboard with drain; Spill-resistant backlit keyboard with drain and DuraKeys (optional); Glass touchpad (with chemically etched surface) with on/off button, supports 2-way scroll, taps and gestures enabled by default, two-finger scrolling, two finger zoom (pinch), Pointstick
Camera	720p HD webcam (select models) [13]
Available Software	Buy Office; HP BIOSphere with HP Sure Start; HP Client Security; HP ePrint Driver; HP Support Assistant; HP Image Assistant; HP SoftPaq Download Manager; HP 3D Driveguard; HP Connection Manager (models with Windows 7 only); HP Mobile Connect Pro (models with Windows 8.1 and Windows 10); HP Recovery Manager; HP Noise Reduction Software [14,15,16,17,18,19,22]
Security Management	Security lock slot (lock must be purchased separately); TPM 1.2/2.0; Integrated smart card reader (active); Preboot Authentication (password, Smart Card); HP Fingerprint reader (optional) [20]
Power	45 W Smart AC adapter; 65 W Smart AC adapter
Dimensions	13.3 x 9.3 x 0.74 in (non-touch); 13.3 x 9.3 x 0.8 in (touch) 33.8 x 23.7 x 1.89 cm (non-touch); 33.8 x 23.7 x 2.02 cm (touch)

Weight	Starting at 3.41 lb (non-touch); Starting at 3.76 lb (touch) Starting at 1.54 kg (non-touch); Starting at 1.7 kg (touch) (Weight will vary by configuration.)
Environmental	Low halogen [21]
Energy Efficiency Compliance	ENERGY STAR® certified configurations available

City of Leesburg, Florida
Purchasing Division

Detailed Bid Tabulation
Invitation to Bid 170051
HP Desktop and Notebook Computer Purchase

October 27, 2016
2:00 PM

				Staples Technology Solutions		GovConnection		OM Office Supply Inc		CDW Government LLC		Simply Technical Services Inc. Leesburg, FL	
Item	**Item Name**	**Qty**	**Unit**	**Unit Price**	**Total Price**	**Unit Price**	**Total Price**	**Unit Price**	**Total Price**	**Unit Price**	**Total Price**	**Unit Price**	**Total Price**
1.0	HP EliteDesk 800/G2	50	Each	$616.66	$30,833.00	$668.48	$33,424.00	$675.00	$33,750.00	$660.00	$33,000.00	$850.00	$42,500.00
2.0	HP EliteBook 840/G3	25	Each	$831.00	$20,775.00	$931.69	$23,292.25	$940.00	$23,500.00	$1,008.00	$25,200.00	$1,150.00	$28,750.00
3.0	DESKTOP Freight/Delivery/Shipping Charge	1	LUMP SUM	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$150.00	$150.00
4.0	NOTEBOOK Freight/Delivery/Shipping Charge	1	LUMP SUM	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$150.00	$150.00
				$51,608.00		$56,716.25		$57,250.00		$58,200.00		$71,550.00	

AGENDA MEMORANDUM

Item No: 5.B.7.

Meeting Date: November 14, 2016

From: Mike Thornton, Purchasing Manager for
DC Maudlin, Public Works Director

Subject: Resolution authorizing execution of a professional services agreement with Borrelli & Partners, Inc.

Committee Recommendation:
Staff recommends approval of the Request for Qualifications 160543 and execution of a Professional Services Agreement with Borrelli & Partners, Inc. for design services related to the community building.

Analysis:
The purpose of this project is to enter into a professional design services agreement with the most qualified firm to provide design services related to the Community Building project.

The attached agreement provides for a Master Agreement with a schedule of fees. Following approval of this agreement staff will meet with Borrelli & Partners, Inc. and discuss the scope of services related to the Community Building. Staff will then bring back to the Commission one or more Task Orders detailing specific services for the Community Building project.

Procurement Analysis:
The Request for Qualifications (RFQ) process was conducted in accordance with Florida Statute 287.055 regulating the acquisition of Professional Services. Statements of Qualifications were received from seven (7) firms. Each submittal was evaluated by the selection committee according to the evaluation criteria provided in the RFQ package.

The Committee arrived at a final ranking consensus as stated here. The Purchasing Division negotiated a Professional Services Agreement with the top ranked firm.

Ranking	Firm Name
1	Borrelli & Partners
2	CPH, Inc.
3	Powell Studio Architecture
4	Brame Heck Architects
5	Livestone Consulting
6	Senatore Architect
7	Forefront Architects

Options:

1. Approve the final ranking and resolution authorizing execution of the Professional Services Agreement with Borrelli + Partners, Inc.; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

There is no fiscal impact related to this action. Task Orders detailing a Scope of Work and associated fee will be brought to Commission at a later date.

Submission Date and Time: 11/14/2016 9:56 AM

Department: Public Works **Prepared by:** Mike Thornton **Attachments:** Yes____ No _____ **Advertised:**_____**Not Required** _____ **Dates:**_____ **Attorney Review :** Yes___ No ____ **Revised 6/10/04**	**Reviewed by: Dept. Head DCM** **Finance Dept.** _____ **Deputy C.M.** _____ **Submitted by:** **City Manager** _____	**Account No.** _____**NA**_____ **Project No.** _____**NA**_____ **WF No.** _____**NA**_____ **Budget** _____**NA**_____ **Available** _____**NA**_____

RESOLUTION NO._____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH BORRELLI & PARTNERS, INC. FOR DESIGN SERVICES RELATED TO THE VENETIAN GARDENS COMMUNITY BUILDING; AND PROVIDING AN EFFECTIVE DATE.

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

THAT the Mayor and City Clerk are hereby authorized to execute a Professional Services Agreement with Borrelli & Partners, Inc. whose address is 720 Vassar Street, Orlando, Florida 32804 (email: jborrelli@borrelliarchitects.com) for Professional Design Services related to the City's Community Building Project and pursuant to Request for Qualifications 160543.

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 14th day of November 2016.

_____
Mayor

ATTEST:

_____
City Clerk

Purchasing Division
204 N. 5th Street | P.O. Box 490630 | Leesburg, FL 34749-0630
Ofc (352) 728-9880 |e-mail purch@leesburgflorida.gov

**** NOTIFICATION OF RANKING ****

Date: **October 13, 2016**
Solicitation No. & Title: **160543 – Professional Design Services – Community Building**
Buyer: **Mike Thornton, CPPO – Purchasing Manager**

The City of Leesburg Evaluation Committee for the above subject Request for Qualifications (RFQ) has completed their evaluation of the submissions and have arrived at a consensus on the final ranking of firms responding to RFQ 160543. The final ranking is as follows:

Ranking	Firm Name
1	Borrelli & Partners
2	CPH, Inc.
3	Powell Studio Architecture
4	Brame Heck Architects
5	Livestone Consulting
6	Senatore Architect
7	Forefront Architects

The evaluation committee evaluated the submissions in accordance with the evaluation elements (criteria) detailed in the RFQ. The results of the evaluations are reflected above. The detailed scoring is attached.

The committee has directed the Purchasing Division to initiate negotiations with the top ranked firm for establishing a contract for the subject services.

All information and documentation related to this Request for Proposal will be available in accordance with Florida Statue 119.071(1)(b)2; and cited here.

> *"Sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier."*

Should you have any questions regarding this notice, please contact me at (352)728-9880. The City appreciates the time and effort of all parties responding to this solicitation.

Respectfully,

Mike Thornton

Mike Thornton, CPPO
Purchasing Manager

attachment

"Consensus" Summary of Rankings RFQ 160543 -Professional Engineering Services - Community Building									
Vendor Name	**OVERALL TOTALS**			Evaluator 1		Evaluator 2		Evaluator 3	
	Rank	Total Ord.	Points	Score	Rank	Score	Rank	Score	Rank
Borrelli & Partners	1	3	1158	413.0	1	335	1	410.0	1
Brame Heck Architects	4	12	948	410.0	2	215	5	322.5	5
CPH, Inc.	2	6	1105	410.0	2	300	2	395.0	2
Forefront Architects	7	20	692	294.0	7	195	6	202.5	7
Livestone Consulting	5	13	984	374.0	5	280	4	330.0	4
Powell Studio Architecture	3	10	1063	388.0	4	285	3	390.0	3
Senatore Architect	6	19	867	372.0	6	180	7	315.0	6

DETAILED EVALUATOR SCORING
RFQ 160543 - Professional Engineering Services - Community Building

	Weight	Eval. 1		Eval. 2		Eval. 3	
		Score	Points	Score	Points	Score	Points
Borrelli & Partners		**413.0**		**335.0**		**410.0**	
Section A - Project Approach	30	4.20	126	3.50	105	4.50	135
Section B - Firm Experience	20	4.00	80	3.50	70	4.50	90
Section B - Team Experience	30	4.10	123	3.00	90	3.50	105
Overall Impression of Firm and Proposal	20	4.20	84	3.50	70	4.00	80
Locale of Firm or Established Branch Serving this Project			0		0		0
Brame Heck Architects		**410.0**		**215.0**		**322.5**	
Section A - Project Approach	30	4.00	120	2.50	75	3.75	113
Section B - Firm Experience	20	4.30	86	2.00	40	3.00	60
Section B - Team Experience	30	4.00	120	2.00	60	3.00	90
Overall Impression of Firm and Proposal	20	4.20	84	2.00	40	3.00	60
Locale of Firm or Established Branch Serving this Project			0		0		0
CPH, Inc.		**410.0**		**300.0**		**395.0**	
Section A - Project Approach	30	4.20	126	3.00	90	3.75	113
Section B - Firm Experience	20	4.20	84	3.00	60	3.75	75
Section B - Team Experience	30	4.00	120	3.00	90	4.25	128
Overall Impression of Firm and Proposal	20	4.00	80	3.00	60	4.00	80
Locale of Firm or Established Branch Serving this Project			0		0		0
Forefront Architects		**294.0**		**195.0**		**202.5**	
Section A - Project Approach	30	3.00	90	2.00	60	3.00	90
Section B - Firm Experience	20	2.80	56	2.50	50	1.00	20
Section B - Team Experience	30	3.00	90	1.50	45	1.75	53
Overall Impression of Firm and Proposal	20	2.90	58	2.00	40	2.00	40
Locale of Firm or Established Branch Serving this Project			0		0		0
Livestone Consulting		**374.0**		**280.0**		**330.0**	
Section A - Project Approach	30	3.90	117	3.00	90	3.50	105
Section B - Firm Experience	20	3.80	76	3.00	60	3.50	70
Section B - Team Experience	30	3.50	105	3.00	90	3.00	90
Overall Impression of Firm and Proposal	20	3.80	76	2.00	40	3.25	65
Locale of Firm or Established Branch Serving this Project			0		0		0
Powel Studio Architecture		**388.0**		**285.0**		**390.0**	
Section A - Project Approach	30	3.80	114	2.50	75	4.25	128
Section B - Firm Experience	20	4.00	80	3.00	60	3.75	75
Section B - Team Experience	30	3.80	114	3.00	90	3.75	113
Overall Impression of Firm and Proposal	20	4.00	80	3.00	60	3.75	75
Locale of Firm or Established Branch Serving this Project			0		0		0
Senatore Architect		**372.0**		**180.0**		**315.0**	
Section A - Project Approach	30	3.90	117	3.00	90	3.50	105
Section B - Firm Experience	20	3.50	70	2.00	40	3.00	60
Section B - Team Experience	30	3.70	111	1.00	30	3.00	90
Overall Impression of Firm and Proposal	20	3.70	74	1.00	20	3.00	60
Locale of Firm or Established Branch Serving this Project			0		0		0

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made as of the 14th day of November in the year 2016, 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 **Borrelli + Partners, Inc.** whose address is 720 Vassar Street, Orlando, Florida 32804 (hereinafter referred to as the "PROFESSIONAL" or "CONSULTANT").

WHEREAS, the CITY issued Request for Qualifications 160543 to contract with a qualified professional or firm to provide professional services in providing design services for the Leesburg Community Building located at Venetian Gardens;

WHEREAS, the PROFESSIONAL has been selected as the top ranked firm among all firms submitting proposals;

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

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

a. This Agreement; and
b. Request for Qualifications (RFQ) 160543 – Professional Civil Engineering Services in its entirety; and
c. The PROFESSIONAL's response to RFQ 160543.

2. Services. The PROFESSIONAL shall perform professional design services related to the Leesburg Community Building. Nothing herein shall limit the CITY'S right to obtain proposals or services from other contractors for similar projects.

The City has not identified a specific method to rehabilitate, reconstruct or construct a new Community Building. The City shall execute a Task Order or multiple Task Orders to facilitate the project planning and the services required on this project.

3. Task Orders. All work will be ordered and authorized by the execution of a Task Order. Task Orders will be sequentially numbered beginning with number 1 and will be preceded with the City's Fiscal Year. The PROFESSIONAL will provide a proposal for each project in a format approved by the City. The proposal will include a detailed scope of service as agreed on by the CITY and total cost. The total cost of services must be supported by a detailed breakdown using the positions and associated costs as shown in the schedule of fees located in ATTACHMENT "A".

a. All Task Orders must be executed by the proper authority. Depending on dollar value of the Task Order it will be either the Mayor, with approval of the Commission or City Manager.

4. Compensation. Compensation shall be in accordance with the professional services compensation included in ATTACHMENT "A".

5. Payment. CITY shall compensate PROFESSIONAL for their services in accordance with the Florida Prompt Payment Act and the Terms and Conditions of this Agreement.

6. **Authorized Expenses**. The CITY will not be liable for any expenses incurred by the PROFESSIONAL prior to the issuance of a Notice to Proceed except as authorized by the CITY in writing.

7. **Fees**. The Hourly Fees for the PROFESSIONAL and their sub-consultants included as ATTACHMENT "A" shall prevail for the full duration of this Agreement.

8. **Term.** The term of this Agreement shall be for a period of two (2) years or until the terms and conditions of this Agreement, including, but not limited to, its Scope of Services and all Task Orders have been completed, whichever occurs first, as determined by the CITY. Work shall begin within ten (10) calendar days from the date the CITY issues a Notice to Proceed.

9. **Termination.** All or part of this Agreement may be terminated under the following conditions;

a. **For Convenience**
   i. The CITY may, by written notice to the PROFESSIONAL, terminate this Agreement for its convenience and without cause or default on the part of PROFESSIONAL. Upon receipt of the notice of termination, except as explicitly directed by the CITY, the PROFESSIONAL must immediately discontinue all services affected.
   ii. Upon termination of the Agreement, the PROFESSIONAL must deliver to the CITY all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.
   iii. CITY agrees to make just and equitable compensation to the PROFESSIONAL for satisfactory work completed up through the date the PROFESSIONAL receives the termination notice. Compensation will not include anticipated profit on non-performed services.
   iv. CITY further agrees to hold PROFESSIONAL harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

b. **Termination for Default.** Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

   The terminating party must provide the breaching party [7] days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.
   i. **Termination by Owner**: The CITY may terminate this Agreement in whole or in part, for the failure of the PROFESSIONAL to:
      1. Perform the services within the time specified in this contract or by CITY approved extension;

2. Make adequate progress so as to endanger satisfactory performance of the Project;
3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, the PROFESSIONAL must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the PROFESSIONAL must deliver to the CITY all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the PROFESSIONAL for satisfactory work completed up through the date the PROFESSIONAL receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold PROFESSIONAL harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the Owner determines the PROFESSIONAL was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Owner issued the termination for the convenience of the Owner.

ii. **Termination by Professional:** The PROFESSIONAL may terminate this Agreement in whole or in part, if the Owner:
1. Defaults on its obligations under this Agreement;
2. Fails to make payment to the PROFESSIONAL in accordance with the terms of this Agreement;
3. Suspends the Project for more than [180] days due to reasons beyond the control of the PROFESSIONAL.

Upon receipt of a notice of termination from the PROFESSIONAL, Owner agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If Owner and PROFESSIONAL cannot reach mutual agreement on the termination settlement, the PROFESSIONAL may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Owner's breach of the contract.

In the event of termination due to Owner breach, the Engineer is entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the PROFESSIONAL through the effective date of termination action. Owner agrees to hold PROFESSIONAL harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

10. Insurance. The PROFESSIONAL will maintain throughout this Agreement the following insurance: SEE EXHIBIT "A."

A. The original of each such policy of insurance, or a complete duplicate, shall be delivered to CITY by PROFESSIONAL prior to starting work, together with evidence that the premiums have been paid.
B. All required insurance shall be provided by insurers acceptable to the CITY with an A.M. Best rating of at least "A."
C. The PROFESSIONAL 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.
D. The required insurance shall be secured and maintained for not less than the limits required by the CITY, or as required by law, whichever is greater.
E. The required insurance shall not limit the liability of the PROFESSIONAL. The CITY does not represent these coverages or amounts to be adequate or sufficient to protect the PROFESSIONAL'S interests or liabilities, but are merely required minimums.
F. All liability insurance, except professional liability, shall be written on an occurrence basis.
G. The PROFESSIONAL waives its right of recovery against the CITY to the extent permitted by its insurance policies.
H. Insurance required of the PROFESSIONAL, or any other insurance of the PROFESSIONAL shall be considered primary, and insurance of the CITY, if any, shall be considered excess as applicable to any claims, which arise out of the agreement, contract or lease.
I. Except for workers' compensation and professional liability, the PROFESSIONAL'S insurance policies shall be endorsed to name the CITY OF LEESBURG as additional insured to the extent of the agreement, contract or lease.
J. The Certificate(s) of Insurance shall designate the CITY as certificate holder as follows:

City of Leesburg
Attention: Mike Thornton, Purchasing Manager
P.O. Box 490630
Leesburg, Florida 34749-0630

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

N. The PROFESSIONAL, 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 PROFESSIONAL' S liability coverage(s).

11. Indemnification. The PROFESSIONAL shall indemnify the CITY and hold it, its officers, and its employees harmless from liabilities, losses, and costs, including, but not limited to, reasonable attorney's fees to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the PROFESSIONAL and persons employed or utilized by the PROFESSIONAL in the performance of this Agreement. The liability of the PROFESSIONAL shall, however, be limited to one million and 00/100 dollars ($1,000,000.00) per occurrence, and the obligation of the PROFESSIONAL to indemnify the CITY shall be limited to intentional or negligent acts, omissions, or defaults of the PROFESSIONAL; any contractors, subcontractors, subsubcontractors, materialmen, or agents or employees of any of them, providing labor, services or materials in connection with the project; and the CITY, its officers, agents and employees, provided however that the PROFESSIONAL shall not be obligated to indemnify the CITY against losses arising from the negligence, or willful, wanton, or intentional misconduct of the CITY, its officers, agents and employees, or against statutory violations or punitive damages except to the extent caused by or resulting from the intentional or negligent acts or omissions of the PROFESSIONAL, or any contractors, subcontractors, sub-subcontractors, materialmen, or agents or employees of any of them, providing labor, services, or materials in connection with this Agreement.

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

13. Permits, Licenses, and Fees. PROFESSIONAL will obtain and pay for all permits and licenses required by law that are associated with the PROFESSIONAL'S performance of the Scope of Services.

14. Access to Records. PROFESSIONAL will maintain accounting records, in accordance with generally accepted accounting principles and practices, to substantiate all invoiced amounts. Said records will be available for examination by the CITY during PROFESSIONAL'S normal business hours.

Additionally, PROFESSIONAL must maintain an acceptable cost accounting system. The PROFESSIONAL agrees to provide the sponsor, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized representatives, access to any books, documents, papers, and records of the PROFESSIONAL which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The PROFESSIONAL agrees to maintain all books, records and reports required under this contract for a period of not less than five (5) years after final payment is made and all pending matters are closed.

15. 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.

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

17. 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 PROFESSIONAL (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 PROFESSIONAL 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 PROFESSIONAL.

18. Independent Contractor. The PROFESSIONAL agrees that it 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 PROFESSIONAL. PROFESSIONAL will be responsible for paying its own Federal income tax and self-employment tax, or any other taxes applicable to the compensation paid under this Agreement. The PROFESSIONAL shall be solely and entirely responsible for his or her acts during the performance of this Agreement.

19. 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.

20. No Third Party Beneficiaries. This Agreement gives no rights or benefits to anyone other than the PROFESSIONAL and the CITY.

21. 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.

22. Contact Person. The primary contact person under this Agreement for the PROFESSIONAL shall be **Jorge A. Borrelli, President.** The primary contact person under this Agreement for the CITY shall be **DC Maudlin, Public Works Director**.

23. Approval of Personnel. Key Personnel: The City reserves the right to discontinue (terminate) when key personnel identified in the PROFESSIONAL's response to Request for Qualification 160263 are not available. The CITY reserves the right to approve the contact person and the persons actually performing the services on behalf of PROFESSIONAL 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 PROFESSIONAL pursuant to this Agreement, CITY may require PROFESSIONAL assign a different person or persons be designated to be the contact person or to perform the PROFESSIONAL services hereunder.

24. Subcontractors. The CITY reserves the right to approve all subcontractors for tasks performed under this Agreement. Responsibility for the performance of the contract remains with the PROFESSIONAL exclusively. Subcontractors may be added to this contract during the contract period only with prior written permission from the CITY

25. Disclosure of Conflict. The PROFESSIONAL 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 PROFESSIONAL and his duties under this Agreement.

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

27. 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.

THE CITY OF LEESBURG, FLORIDA

By: _____
Jay Hurley, Mayor

ATTEST:

_____
City Clerk

Approved as to form and content:

_____
City Attorney

BORRELLI + PARTNERS, INC.

By: _____

Printed: _____

Its: _____
Title

ATTACHMENT "A"
HOURLY FEES

BORRELLI + PARTNERS
ARCHITECTURE PLANNING LANDSCAPE INTERIORS

BORRELLI + PARTNERS, INC. FEE QUOTATION PROPOSAL

Re: Leesburg-FL RFQ 160543 - Professional Design Services

As requested, the following is our information regarding overhead multipliers and personnel hourly rates for projects with the City of Leesburg. These rates will be used throughout the duration of the Contract:

Base Rate	100%
Overhead & Fringe Benefits	168%
Subtotal	268%
Profit (11%)	27%
OVERALL MULTIPLIER:	**2.95**

Individual classification for personnel hourly rates are as follows:

Classification:	Basic Hourly Rate:	Overall Multiplier:	Billable Rate:
Architect - Principal	$62.72	2.95	$185.00
Landscape Architect - Principal	$62.72	2.95	$185.00
Interior Designer - Principal	$62.72	2.95	$185.00
Project Manager	$54.24	2.95	$160.00
Project Architect	$45.77	2.95	$135.00
Project Landscape Architect	$45.77	2.95	$135.00
Landscape Designer	$37.29	2.95	$110.00
Irrigation Designer	$37.29	2.95	$110.00
Architectural Designer/Staff Architect	$37.29	2.95	$110.00
Interior Designer	$37.29	2.95	$110.00
Architectural Spec. Writer	$44.07	2.95	$130.00
Architectural CADD Production	$35.59	2.95	$105.00
Clerical/Secretarial/Administration	$30.51	2.95	$90.00
Field Representative	$45.77	2.95	$135.00

Under penalty of perjury, I declare that I have read the foregoing and the facts stated in it are true. False statements may result in criminal prosecution for a felony of the third degree as provided for in Section 92.525(3), Florida Statutes.

Jorge A. Borrelli, President

tel. 407.418.1338 :: *fax* 407.418.1342
720 Vassar Street, Orlando, Florida 32804
web borrelliarchitects.com

AAC 000711

ATTACHMENT "A"
HOURLY FEES

City of Leesburg, FL – RFQ 160543
Professional Design Services

Montgomery Consulting Group, Inc.
Billable Rates and Multipliers

These following rates (round to an even number) will be used throughout the duration of the Contract:

Position Category	Hourly Rate	Multiplier	Billable Rate
Project Manager	$65.00*	2.71*	$165.00*
Senior Cost Estimator	$46.00	2.71	$124.66
Cost Estimator	$32.00	2.71	$ 86.72
CAD or GIS Technician	$28.00	2.71	$ 75.88
Document Control	$21.00	2.71	$ 56.91
Scheduler	$28.00	2.71	$ 75.88

* Offered at lower than actual rate/multiplier

In the most recent reporting period, which consisted of the January 1 – December 31, 2015, Montgomery Consulting Group had the following multipliers to be used on this Contract:

Multiplier Detail:	
Base Rate	100.00%
Overhead & Fringe Benefits	146.31%
Subtotal	246.31%
Profit (10%) =	24.63%
Overall Multiplier	**270.94%**
Overall Multiplier (Use):	**2.71**

This is to certify that the above information is accurate as of 10/31/2016.

Monty Gettys, President

10/31/2016
Date

Signature

ATTACHMENT "A"
HOURLY FEES

City of Leesburg Professional Engineering Services
RFQ 160543
Southeastern Surveying And Mapping Corporation
Proposed Wage Rate Data

Position Category	Hourly Rate	Multiplier	Billable Rate
Surveyor & Mapper PSM	$39.90	2.77	$110.52
Project Manager/SUE	$51.05	2.77	$141.41
Utility Coordinator	$31.98	2.77	$88.58
G.I.S. PE	$38.90	2.77	$107.75
G.I.S. Analyst	$28.90	2.77	$80.05
G.I.S. Technician	$25.50	2.77	$70.64
Senior Technician	$29.54	2.77	$81.83
CADD Technician	$25.83	2.77	$71.55
2-Man Crew Rate	$46.77	2.77	$129.55
3-Man Crew Rate	$64.64	2.77	$179.05
4-Man Crew Rate	$82.51	2.77	$228.55
2-Man SUE Rate	$41.28	2.77	$114.35
3-Man SUE Rate	$57.88	2.77	$160.33

In the most recent reporting period , which consisted of the October 14 payroll period of 2016, Southeastern Surveying and Mapping Corporation had the following multipliers, which are submitted to the City of Leesburg County as consideration to be used on this Contract.

General Overhead Rate	98.66%
Fringe Benefit Rate	48.89%
Fringe + General Overhead Rate	147.55%
Salary + Fringe + General Overhead Rate	247.55%
Profit Margin(12% of 247.55%)	29.71%
Total Overhead Rate	2.7726%

Under penalty of perjury, I declare that I have read the foregoing and the facts stated in it are true. False statements may result in criminal prosecution for a felony of the third degree as provided for in Section 92.525(3), Florida Statutes.

This is to certify that the above salary information is accurate as of October 28, 2016.

10/28/16

Gary B. Krick, President
Name of Company Officer, Title

Southeastern Surveying

ATTACHMENT "A"
HOURLY FEES

HANLEX CIVIL LLC
1000 Color Pl
Apopka, FL 32703
407-410-0470

City of Leesburg-FL RFQ 160543

Professional Design Services

Rate Schedule

CLASSIFICATION	HOURLY RATE	MULTIPLIER	BILLABLE RATE
Principal	$50.00	2.07	$103.50
Project Manager	$47.84	2.07	$99.03
Senior Engineer	$47.84	2.07	$99.03
Engineer	$23.08	2.07	$47.78
Senior Designer	$18.50	2.07	$38.30
Project Coordinator	$21.77	2.07	$45.06
Construction Administrator	$47.84	2.07	$99.03
CADD Operator	$18.50	2.07	$38.30
Office Administrator	$25.00	2.07	$51.75

ATTACHMENT "A"
HOURLY FEES

BOBES ASSOCIATES
CONSULTING ENGINEERS, INC.

150 CIRCLE DRIVE MAITLAND, FL 32751

October 31, 2016

Borrelli & Partners, Inc.
720 Vassar Street
Orlando, Florida 32804

Attn: Jorge Borrelli, ASLA, LEED® AP BD+C
Principal

Re: Leesburg-FL RFQ 160543
Professional Design Services
MEP/FP Hourly Rates

Dear Jorge,
As requested the following is our Firm information pertaining to overhead multipliers and personnel hourly rates. Our multiplier calculation is as follows:

Base rate	1.00
Overhead & Fringe	1.60
Subtotal	2.60
Profit 10%	0.26
Overall Multiplier	2.86

The individual classification personnel hourly rates are as follows:

Classification	Raw Hourly Rate	Overall Multiplier	Final Hourly Rate
Principal Project Manager	$45.67*	2.86	$130.63
Mechanical Engineer/ Designer	$35.25*	2.86	$100.81
Electrical Engineer/ Designer	$38.38*	2.86	$109.77
Cadd Operator	$28.36*	2.86	$ 81.11
Clerical	$16.20*	2.86	$ 46.33

*Hourly Rate includes yearly bonus

If you have any questions, please do not hesitate to contact me.

Sincerely,

Gus Bobes Jr., P.E.
Principal/Mechanical Engineer

PHONE
(407) 628-0882

ATTACHMENT "A"
HOURLY FEES

ASD
ADVANCED STRUCTURAL DESIGN

October 31, 2016

Re: Leesburg-FL RFQ 160543 – Structural Engineering Services

As requested, the following is our information regarding overhead multipliers and personnel hourly rates for projects with the City of Leesburg. These rates will be used throughout the duration of the Contract:

Base Rate	1.00
Overhead & Fringe Benefits	1.55
Subtotal	2.55
Profit (10%)	0.25
OVERALL MULTIPLIER	**2.80**

Individual classification for personnel hourly rates are as follows:

Classification	Basic Hourly Rate	Overall Multiplier	Final Hourly Rate
Principal	$46.43	2.80	$130.00
Sr. Project Engineer	$39.29	2.80	$110.00
Project Designer	$35.72	2.80	$100.00
CADD Technician	$26.79	2.80	$75.00
Admin. Assistant	$16.07	2.80	$45.00

Sincerely,

J Hakimian

Jamshid Hakimian, P.E.
Cell 407-925-2036

1035 S. Semoran Blvd. Suite 1019 Winter Park FL. 32792 Telephone: 407-677-5836 Fax: 407-677-5894
Jamshid@AdvancedStructuralDesign.com
Cell 407-925-2036

AGENDA MEMORANDUM

Item No: 5.B.8.

Meeting Date: November 14, 2016

From: Mike Thornton, Purchasing Manager for
Tino Anthony, Information Technology Director

Subject: Purchase requisition to Veytec, Inc. for CISCO smartnet services

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Staff Recommendation:
Staff Recommends approval of the purchase request to Veytec, Inc. for a total amount of $52,750.04.

Analysis:
The City operates an extensive computer network. The network is comprised of a significant amount of computer hardware such as switches, firewalls, and routers. This purchase is for the annual maintenance and support through CISCO for all of the CISCO brand hardware. This generally includes switches, servers and Voice Over Internet Protocol (VOIP) telephone system.

A small portion ($2,414.21) of this purchase is being charged to Smart Grid. This cost is for the CISCO switches and firewall hardware used on the Smart Grid system. The remaining cost is charged to the Information Technology outside maintenance budget.

Procurement Analysis:
In this instance, the maintenance and support services are purchased through a CISCO authorized reseller. This purchase is being made using the State of Florida Information Technology Contract. This purchase was put out to bid last year and CISCO was the only reseller that could provide pricing for all hardware elements.

Options:
1. Approve the purchase to Veytec, Inc. for a total amount of $52,750.04; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:
Funds are available in the 2017 Fiscal Year budget.

Submission Date and Time: 11/14/2016 9:56 AM

Department: Information Technology **Prepared by:** Mike Thornton **Attachments:** Yes____ No __X___ **Advertised:**_____**Not Required** __X___ **Dates:**_____ **Attorney Review :** Yes___ No ____ **Revised 6/10/04**	**Reviewed by: Dept. Head** _____ **Finance Dept.** _____ **Deputy C.M.** _____ **Submitted by:** **City Manager** _____	**Account No.** 001-1633-513.46-33 001-1633-513.46-32 001-1633-513.46-36 **Project No.** SMARTG **WF No.** _____ **Req. No.** 48697 **Budget** _____ **Available** _____

AGENDA MEMORANDUM

Item No: 5.B.9.

Meeting Date: November 14, 2016

From: Mike Thornton, Purchasing Manager for
DC Maudlin, Public Works Director

Subject: Purchase Request for Annual police, administrative, and light truck vehicle purchases

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Staff Recommendation:
Staff recommends approval of the purchase request from two dealers using the Florida Sheriffs Association cooperative bid/contract for 19 vehicles at a total cost of $562,519.00. Purchase breakdown from the two dealers is Hub City Ford - $73,671.00; Duval Ford - $488,848.00.

Analysis:
Each year the City purchases vehicles to either replace existing vehicles that are aged and at the end or their life or to purchase additional vehicles new to the fleet. This year the Fleet Division has requested the purchase of 18 replacement vehicles and the Building Division has requested the purchase of a vehicle that will be an addition to the fleet. A detailed listing of the vehicles to be purchased and the vehicle being replaced is attached for your review.

It should be noted that the budget cost for the Police vehicles includes the purchase price and the cost of the accessory equipment needed to outfit the vehicles for service. The accessory equipment will be purchased from a different vendor and will be installed by fleet personnel.

Procurement Analysis:
Procurement staff reviewed the requested vehicles and determined the best option is to use the Florida Sheriffs Association (FSA) cooperative contract for fleet equipment. This contract is available to the City and the City's purchasing policy does allow for the use of an existing cooperative contract in lieu of a competitive solicitation.

On several past occasions Purchasing Staff have issued bids for the purchase of police rated vehicles, administrative vehicles and light trucks. Bids were issued to provide local dealers the opportunity to submit bids. The results were disappointing; either the dealers chose not to submit a bid or if they did submit a bid it was not competitive with the FSA contract.

During last years' vehicle replacement, a survey of local dealers revealed the majority did not have a commercial/fleet sales section. A sales section that would specialize in fleet sales to government agencies.

These vehicles are ordered from the factory configured to the City's specifications. This results in longer lead times for delivery. Use of the FSA contract affords the City an opportunity to order and receive the vehicles sooner than if a formal bid were issued.

Options:

1. Approve the purchase of the 19 vehicles to the two vendors as listed; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

Funds are available in the adopted Fiscal Year 2017 budget for the purchase of the listed vehicles.

Submission Date and Time: 11/14/2016 9:56 AM

Department: Public Works **Prepared by:** Mike Thornton **Attachments:** Yes X No ____ **Advertised:** ____ **Not Required** X **Dates:** ____ **Attorney Review :** Yes ___ No ____ **Revised 6/10/04**	**Reviewed by: Dept. Head DCM** **Finance Dept.** ____ **Deputy C.M.** ____ **Submitted by:** **City Manager** ____	**Account No.** ____ **Project No.** ____ **WF No.** ____ **Req. No.** See attached list **Budget** $664,000.00 **Available** $664,000.00

2017 VEHICLE PURCHASE/REPLACEMENT LIST

FSA Awarded Dealer	New Vehicle Purchase Year/Make/Model Description	Assigned Dept	Budget Amount	Purchase Cost	Vehicle Replacing Vehicle #	Make/Model	Meter
Duval Ford	2017 FORD INTERCEPTOR UTILITY AWD - K9 Use	POLICE	$31,000.00	$27,882.00	8034	2004 FORD CROWN VIC POLICE SEDAN	119,400
Duval Ford	2017 FORD INTERCEPTOR UTILITY AWD - K9 Use	POLICE	$31,000.00	$27,882.00	8050	2006 FORD CROWN VIC POLICE SEDAN	96,880
Duval Ford	2017 FORD INTERCEPTOR UTILITY AWD - K9 Use	POLICE	$31,000.00	$27,882.00	8051	2006 FORD CROWN VIC POLICE SEDAN	95,160
Duval Ford	2017 FORD INTERCEPTOR UTILITY AWD - K9 Use	POLICE	$31,000.00	$27,882.00	8054	2006 FORD CROWN VIC POLICE SEDAN	90,945
Hub City	2017 FORD INTERCEPTOR SEDAN - Patrol	POLICE	$31,000.00	$24,557.00	8095	2011 FORD CROWN VIC POLICE SEDAN	4,854-hrs
Hub City	2017 FORD INTERCEPTOR SEDAN- Patrol	POLICE	$31,000.00	$24,557.00	8098	2011 FORD CROWN VIC POLICE SEDAN	5,930-hrs
Hub City	2017 FORD INTERCEPTOR SEDAN - Patrol	POLICE	$31,000.00	$24,557.00	8101	2011 FORD CROWN VIC POLICE SEDAN	5,545-hrs
Duval Ford	2017 FORD FUSION SEDAN -Criminal Investigations	POLICE	$31,000.00	$17,032.00	8104	2011 FORD CROWN VIC POLICE SEDAN	4,833-hrs
Duval Ford	2017 FORD FUSION SEDAN -Criminal Investigations	POLICE	$31,000.00	$17,032.00	8047	2005CHEVY TAHOE UTLITY VEHICLE	96,595
			$279,000.00	**$219,263.00**			
Duval Ford	2017 FORD F250 3/4 TON PICK-UP TRUCK 4X4 GAS ENGINE	GAS	$33,000.00	$32,012.00	3025	2005 FORD F250 4X4 PICK-UP TRUCK	161,054
Duval Ford	2017 FORD F250 3/4 TON EXT CAB PICK-UP TRUCK 4X4	ELECTRIC	$36,000.00	$28,150.00	0444	2003 CHEVROLET S10 PICK-UP 4X4	54,988
Duval Ford	2017 FORD F250 3/4 TON EXT CAB PICK-UP TRUCK 4X4	ELECTRIC	$36,000.00	$28,150.00	4026	2005 FORD F250 PICK-UP TRUCK	80,477
Duval Ford	2017 FORD F350 1 TON CAB & CHASSIS (DUAL REAR WHEEL) 4X4 DIESEL	ELECTRIC	$50,000.00	$44,379.00	0740	2001 FORD 1 TON PICK-UP TRUCK	4,918-hrs
Duval Ford	2017 FORD F350 1 TON CAB & CHASSIS (DUAL REAR WHEEL) 4X4 DIESEL	ELECTRIC	$50,000.00	$44,379.00	0505	2004 FORD F350 UTILITY BODY TRUCK	6,293-hrs
			$172,000.00	**$145,058.00**			
Duval Ford	2017 FORD F3501 TON CAB & CHASSIS (DUAL REAR WHEEL) 4X4 DIESEL	FLEET	$50,000.00	$44,379.00	5022	2008 FORD F350 6.5L ELECTRIC TRUCK	5,557-hrs
Duval Ford	2017 FORD F150 1/2 TON PICK-UP TRUCK 4X4	FLEET	$22,000.00	$21,901.00	0754	2000 GMC SONOMA PICK-UP TRUCK	88,559
			$72,000.00	**$66,280.00**			
Duval Ford	2017 FORD F250 SD 3/4 TON CREW CAB PICK-UP TRUCK 4X4	FIRE	$50,000.00	$40,087.00	0604	2005 FORD F250 PICK-UP TRUCK	132,304
Duval Ford	2017 FORD F350 1 TON CAB & CHASSIS (DUAL REAR WHEEL) 4X4 GAS	WATER	$33,000.00	$35,785.00	0316	2003 FORD F250 PICK-UP TRUCK 4X4	123,998
Duval Ford	2017 FORD EXPLORER 4-DOOR UTILITY VEHICLE 4X2	BUILDING	$25,000.00	$24,034.00	ADDITION TO FLEET - NO REPLACEMENT		
			$664,000.00	**$562,519.00**			

1-hr = 33-miles light / 50-miles heavy

AGENDA MEMORANDUM

Item No: 5.B.10.

Meeting Date: November 14, 2016

From: Mike Thornton, Purchasing Manager for
Patrick Foster, Electric Utility Director

Subject: Purchase request approving Fiscal Year 2017 expenses under an existing services agreement

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Staff Recommendation:
Staff recommends approval of the purchase request for the annual amount of the monthly retainer and estimated additional hours for a total amount of $28,000.00.

Analysis:
The City has an existing agreement with the vendor to provide professional services related to electric utility rates and financial analysis support. The agreement provides for a $2,000 per month retainer which includes 16 hours of time. Hours in excess of the 16 hours are billed at $200.00 per hour.

This expenditure approval is for the annual retainer amount of $24,000 and an estimated $4,000 in additional billable hours and expenses during the 2017 Fiscal Year.

Procurement Analysis:
The original agreement with an annual known value of $24,000 was executed by the City Manager and has an automatic renewal clause. The agreement can be terminated for convenience with 30-days written notice.

Options:
1. Approve the Fiscal Year expenditure of $28,000 with Utility Consulting Services; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:
Funds for this expense are specifically budgeted and available.

Submission Date and Time: 11/14/2016 9:57 AM

Department: _Electric Department_____ **Prepared by:** _Mike Thornton_____ **Attachments:** Yes____ No __X___ **Advertised**:_____Not Required __X__ **Dates:**_____ **Attorney Review :** Yes___ No ____ _____ **Revised 6/10/04**	**Reviewed by: Dept. Head** _____ **Finance Dept.** _____ **Deputy C.M.** _____ **Submitted by:** **City Manager** _____	**Account No.** _041-1021-531.3110__ **Project No.** __419210_____ **WF No.** _____ **Req. No.** ____48675_____ **Budget** _____ **Available** _____

AGENDA MEMORANDUM

Item No: 5.C.1.

Meeting Date: November 14, 2016

From: Darel W. Craine, Deputy Director, Public Works

Subject: Resolution authorizing execution of grant agreements (DEP agreement NO. NS008 & NO. NS016) with Florida Department of Environmental Protection.

Staff Recommendation:
Staff recommends approval of two grant agreements with the FDEP for construction of stormwater projects.

Analysis:
These agreements will secure FDEP grant funding for two ongoing stormwater projects associated with Lakes Harris and Griffin.

FDEP Grant agreement NO. NS008 provides a maximum grant funding of up to $195,000 toward the Lake Griffin Stormwater Improvements project. This project is in the FY 16 Stormwater Capital Improvement Program. In addition to this DEP grant the City received grants totaling up to $221,101 from the Lake County Water Authority and the St Johns River Water Management District for this project. The project is currently under construction. The total construction cost is $440,120.

FDEP Grant agreement NO. NS0016 provides a maximum grant funding of up to $250,000 toward the Heritage Estates Stormwater Park project. This project is also in the FY 16 Capital Improvement Program. In addition to this DEP grant the City received grants totaling up to $172,150 from the Lake County Water Authority and the St Johns River Water Management District for this project. Bids have been received for this project. The total cost is $470,586.

Options:
1. Approve the agreements with Florida Department of Environmental Protection; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:
Both projects were funded in the FY 16 Stormwater CIP. Available funds will be requested to roll into the current year. Acceptance of these grants will reduce the City's portion of the construction cost.

Submission Date and Time: 11/14/2016 9:57 AM

Department: Public Works **Prepared by: Tracy Bronson** **Attachments: Yes__X__ No _____** **Advertised:_____Not Required ___X___** **Dates:_____** **Attorney Review: Yes__X_ No ____** **_____** **Revised 6/10/04**	**Reviewed by: Dept. Head DCM** **Finance Dept. _____** **Deputy C.M. _____** **Submitted by:** **City Manager _____**	**Account No.** 014-0000-334-3600___ **Project No. _____** **WF No.** _927410 & 927412_____ **Budget _____** **Available _____**

RESOLUTION NO._____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE GRANT AGREEMENTS WITH FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION; AND PROVIDING AN EFFECTIVE DATE.

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

THAT the Mayor and City Clerk are hereby authorized to execute an agreement with Florida Department of Environmental Protection whose address is 3900 Commonwealth Boulevard, Tallahassee, Florida 32399, for NO. NS008 Lake Griffin stormwater improvements and NO. NS0016 Heritage Estates stormwater park.

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 14th day of November 2016.

_____
Mayor

ATTEST:

_____
City Clerk

DEP AGREEMENT NO. NS008

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
DIVISION OF WATER RESTORATION ASSISTANCE
GRANT AGREEMENT
PURSUANT TO LINE ITEM 1641 OF THE FY15-16 GENERAL APPROPRIATIONS ACT

THIS AGREEMENT is entered into pursuant to Section 215.971, Florida Statutes (F.S.), between the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, whose address is 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000 (hereinafter referred to as the "Department") and the CITY OF LEESBURG, whose address is 501 West Meadow Street, Leesburg, Florida 34748 (hereinafter referred to as "Grantee"), a local government, to provide financial assistance for the Lake Griffin Stormwater Improvements Project. Collectively, the Department and the Grantee shall be referred to as "Parties" or individually as a "Party".

In consideration of the mutual benefits to be derived herefrom, the Department and the Grantee do hereby agree as follows:

1. TERMS OF AGREEMENT:

The Grantee does hereby agree to perform in accordance with the terms and conditions set forth in this Agreement, **Attachment A**, **Grant Work Plan**, and all attachments and exhibits named herein which are attached hereto and incorporated by reference. For purposes of this Agreement, the terms "Grantee" and "Recipient" are used interchangeably.

2. PERIOD OF AGREEMENT:

This Agreement shall begin upon execution by both parties and shall remain in effect until December 31, 2018, inclusive. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement. The Grantee may claim allowable project expenditures made on or after July 1, 2015 for purposes of meeting its match requirement identified in paragraph 3. This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.

3. FUNDING/CONSIDERATION/INVOICING:

A. As consideration for the satisfactory completion of services rendered by the Grantee under the terms of this Agreement, the Department shall pay the Grantee on a cost-reimbursement basis up to a maximum of $195,000 towards the total estimated project cost of $570,000. The parties hereto understand and agree that this Agreement requires at least a 66% match on the part of the Grantee. Therefore, the Grantee is responsible for providing $375,000 through cash or third party in-kind towards the work funded under this Agreement. It is understood that any additional funds necessary for the completion of this project are the responsibility of the Grantee. The Grantee will report a summary of project expenditures to the Department in the Final Report as required under Task 6 in Attachment A.

B. Prior written approval from the Department's Grant Manager shall be required for changes to this Agreement.

i. A Change Order to this Agreement is required when task timelines within the current authorized Agreement period change, and/or when the cumulative transfer of funds between approved budget categories, as defined in Attachment A, are less than ten percent

(10%) of the total budget as last approved by the Department. All Change Orders are subject to the mutual agreement of both parties as evidenced in writing.

ii. A formal Amendment to this Agreement is required for changes which cause any of the following: an increase or decrease in the Agreement funding amount, a change in the Grantee's match requirements, a change in the expiration date of the Agreement, and/or changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment A, exceeds or is expected to exceed ten percent (10%) of the total budget as last approved by the Department. All Amendments are subject to the mutual agreement of both parties as evidenced in writing.

C. The Grantee shall be reimbursed on a cost reimbursement basis for all eligible project costs upon the completion, submittal and approval of each deliverable identified in **Attachment A**, in accordance with the schedule therein. Reimbursement shall be requested utilizing **Attachment B, Payment Request Summary Form**. To be eligible for reimbursement, costs must be in compliance with laws, rules and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: http://www.myfloridacfo.com/aadir/reference_guide/. All invoices for amounts due under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. A final payment request should be submitted to the Department no later than sixty (60) calendar days following the completion date of the Agreement, to assure the availability of funds for payment. All work performed pursuant to **Attachment A** must be performed on or before the completion date of the Agreement, and the subsequent sixty-day period merely allows the Grantee to finalize invoices and backup documentation to support the final payment request.

D. The State Chief Financial Officer requires detailed supporting documentation of all costs under a cost reimbursement agreement. The Grantee shall comply with the minimum requirements set forth in **Attachment C, Contract Payment Requirements**. The Payment Request Summary Form shall be accompanied by supporting documentation and other requirements as follows for each deliverable. Reimbursement shall be limited to the following budget categories:

i. Contractual (Subcontractors) – Reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from the Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the project. All multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If the Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, the Grantee shall be required to reimburse such funds to the Department within thirty (30) calendar days of written notification. Interest on the excessive charges shall be calculated based on the prevailing rate used by the State Board of Administration. Subcontracts, which involve equipment purchases as part of an installation/retrofit or that include infrastructure and/or infrastructure improvements, as defined in Florida Chief Financial Officer (CFO) Memorandum No. 5 (2011-2012), must be capitalized in accordance with Chapter 69I-72, Florida Administrative Code (F.A.C.). The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.

For fixed-price (vendor) subcontracts, the following provisions shall apply:

a. The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in **Attachment A**. Invoices submitted to the Department for fixed-price subcontracted activities

shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (i.e., Invitation to Bid or Request for Proposals) resulting in the fixed-price subcontract.

b. The Grantee may request approval from the Department to award a fixed-price subcontract resulting from procurement methods other than those identified in the paragraph above. In this instance, the Grantee shall request the advance written approval from the Department's Grant Manager of the fixed price negotiated by the Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of the Department Grant Manager's approval of the fixed-price amount, the Grantee may proceed in finalizing the fixed-price subcontract.

c. All subcontracts are subject to the provisions of paragraph 12 and any other appropriate provisions of this Agreement which affect subcontracting activities.

E. In addition to the invoicing requirements contained in paragraphs 3.C. and D. above, the Department will periodically request proof of a transaction (invoice, payroll register, etc.) to evaluate the appropriateness of costs to the Agreement pursuant to State and Federal guidelines (including cost allocation guidelines), as appropriate. This information, when requested, must be provided within thirty (30) calendar days of such request. The Grantee may also be required to submit a cost allocation plan to the Department in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). State guidelines for allowable costs can be found in the Department of Financial Services' Reference Guide for State Expenditures at http://www.myfloridacfo.com/aadir/reference_guide/.

F. i. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, the Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.

ii. If the Department finds that these funds have been commingled, the Department shall have the right to demand a refund, either in whole or in part, of the funds provided to the Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from the Department shall refund, and shall forthwith pay to the Department, the amount of money demanded by the Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from the Department by the Grantee to the date repayment is made by the Grantee to the Department.

iii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by the Department, from another source(s), the Grantee shall reimburse the Department for all recovered funds originally provided under this Agreement. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the payment(s) are recovered by the Grantee to the date repayment is made to the Department by the Grantee.

4. <u>ANNUAL APPROPRIATION</u>:

The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. The parties hereto understand that this Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and payment associated therewith may be rescinded with proper notice at the discretion of the Department if Legislative appropriations are reduced or eliminated.

5. REPORTS:

A. The Grantee shall utilize **Attachment D, Progress Report Form**, to describe the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly reports shall be submitted to the Department's Grant Manager no later than twenty (20) calendar days following the completion of the quarterly reporting period. It is hereby understood and agreed by the parties that the term "quarterly" shall reflect the calendar quarters ending March 31, June 30, September 30 and December 31. The Department's Grant Manager shall have thirty (30) calendar days to review the required reports and deliverables submitted by the Grantee.

6. RETAINAGE:

A. Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement to a maximum of 10%. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.

B. Department reserves the right to withhold payment of retainage for Grantee's failure to respond to or correct identified deficiencies within the timeframe stipulated in **Attachment A, Grant Work Plan**. Department shall provide written notification to Grantee of identified deficiencies and Department's intent to withhold retainage. Grantee's failure to rectify the identified deficiency within the timeframe stated in Department's notice will result in forfeiture of retainage by Grantee.

C. If Grantee fails to perform the requested work, or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment for the work and the retainage called for under the entire **Attachment A, Grant Work Plan**. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed.

D. No retainage shall be released or paid for uncompleted work while this Agreement is suspended.

E. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held, in accordance with paragraph 3 above.

7. INDEMNIFICATION:

Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, Florida Statutes. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract or this Agreement.

8. DEFAULT/TERMINATION/FORCE MAJEURE:

A. The Department may terminate this Agreement at any time if any warranty or representation made by Grantee in this Agreement or in its application for funding shall at any time be false or misleading in any respect, or in the event of the failure of the Grantee to fulfill any of its obligations under this Agreement. Prior to termination, the Department shall provide thirty (30) calendar days written

notice of its intent to terminate and shall provide the Grantee an opportunity to consult with the Department regarding the reason(s) for termination.

B. The Department may terminate this Agreement for convenience by providing the Grantee with thirty (30) calendar day's written notice. If the Department terminates the Agreement for convenience, the Department shall notify the Grantee of such termination, with instructions as to the effective date of termination or specify the stage of work at which the Agreement is to be terminated. If the Agreement is terminated before performance is completed, the Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated.

C. If a force majeure occurs that causes delays or the reasonable likelihood of delay in the fulfillment of the requirements of this Agreement, the Grantee shall promptly notify the Department orally. Within seven (7) calendar days, the Grantee shall notify the Department in writing of the anticipated length and cause of the delay, the measures taken or to be taken to minimize the delay and the Grantee's intended timetable for implementation of such measures. If the parties agree that the delay or anticipated delay was caused, or will be caused by a force majeure, the Department may, at its discretion, extend the time for performance under this Agreement for a period of time equal to the delay resulting from the force majeure upon execution of an amendment to this Agreement. Such agreement shall be confirmed by letter from the Department accepting, or if necessary, modifying the extension. A force majeure shall be an act of God, strike, lockout, or other industrial disturbance, act of the public enemy, war, blockade, public riot, lightning, fire, flood, explosion, failure to receive timely necessary third party approvals through no fault of the Grantee, and any other cause, whether of the kind specifically enumerated herein or otherwise, that is not reasonably within the control of the Grantee and/or the Department. The Grantee is responsible for the performance of all services issued under this Agreement. Failure to perform by the Grantee's consultant(s) or subcontractor(s) shall not constitute a force majeure event.

9. <u>REMEDIES/FINANCIAL CONSEQUENCES</u>:

No payment will be made for deliverables deemed unsatisfactory by the Department. In the event that a deliverable is deemed unsatisfactory by the Department, the Grantee shall re-perform the services needed for submittal of a satisfactory deliverable, at no additional cost to the Department, within ten (10) calendar days of being notified of the unsatisfactory deliverable. If a satisfactory deliverable is not submitted within the specified timeframe, the Department may, in its sole discretion, either: 1) terminate this Agreement for failure to perform, or 2) the Department Grant Manager may, by letter specifying the failure of performance under this Agreement, request that a proposed Corrective Action Plan (CAP) be submitted by the Grantee to the Department. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.

A. A CAP shall be submitted within ten (10) calendar days of the date of the letter request from the Department. The CAP shall be sent to the Department Grant Manager for review and approval. Within ten (10) calendar days of receipt of a CAP, the Department shall notify the Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, the Grantee shall have ten (10) calendar days from receipt of the Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain the Department approval of a CAP as specified above shall result in the Department's termination of this Agreement for cause as authorized in this Agreement.

B. Upon the Department's notice of acceptance of a proposed CAP, the Grantee shall have ten (10) calendar days to commence implementation of the accepted plan. Acceptance of the proposed CAP by the Department does not relieve the Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, the Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by the Department or steps taken by the Grantee shall preclude the Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to the Department as requested by the Department Grant Manager.

C. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by the Department may result in termination of the Agreement.

The remedies set forth above are not exclusive and the Department reserves the right to exercise other remedies in addition to or in lieu of those set forth above, as permitted by the Agreement.

10. RECORD KEEPING/AUDIT:

A. The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event any work is subcontracted, the Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes.

B. The Grantee understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the Department's Inspector General in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its subcontracts issued under this Grant, if any, impose this requirement, in writing, on its subcontractors.

11. SPECIAL AUDIT REQUIREMENTS:

A. In addition to the requirements of the preceding paragraph, the Grantee shall comply with the applicable provisions contained in **Attachment E, Special Audit Requirements**, attached hereto and made a part hereof. **Exhibit 1** to **Attachment E** summarizes the funding sources supporting the Agreement for purposes of assisting the Grantee in complying with the requirements of **Attachment E**. A revised copy of **Exhibit 1** must be provided to the Grantee for each amendment which authorizes a funding increase or decrease. If the Grantee fails to receive a revised copy of **Exhibit 1**, the Grantee shall notify the Department's Grants Development and Review Manager at (850) 245-2361 to request a copy of the updated information.

B. The Grantee is hereby advised that the Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. The Grantee shall consider the type of financial assistance (federal and/or state) identified in **Attachment E, Exhibit 1** when making its determination. For federal financial assistance, the Grantee shall utilize the guidance provided under 2 CFR §200.330 for determining whether the relationship represents that of a subrecipient or vendor. For state financial assistance, the Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website:

https:\\apps.fldfs.com\fsaa

The Grantee should confer with its chief financial officer, audit director or contact the Department for assistance with questions pertaining to the applicability of these requirements.

12. SUBCONTRACTS:

A. The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to paragraph 3.D. of this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this

Agreement. The Grantee agrees to be responsible for the fulfillment of all work elements included in any subcontract and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the Grantee that the Department shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

B. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State of Florida. A list of minority owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.

13. PROHIBITED LOCAL GOVERNMENT CONSTRUCTION PREFERENCES:

A. Pursuant to Section 255.0991, F.S., for a competitive solicitation for construction services in which 50 percent or more of the cost will be paid from state-appropriated funds which have been appropriated at the time of the competitive solicitation, a state college, county, municipality, school district, or other political subdivision of the state may not use a local ordinance or regulation that provides a preference based upon:

i. The contractor's maintaining an office or place of business within a particular local jurisdiction;
ii. The contractor's hiring employees or subcontractors from within a particular local jurisdiction; or
iii. The contractor's prior payment of local taxes, assessments, or duties within a particular local jurisdiction.

B. For any competitive solicitation that meets the criteria in Paragraph A., a state college, county, municipality, school district, or other political subdivision of the state *shall disclose in the solicitation document* that any applicable local ordinance or regulation does not include any preference that is prohibited by Paragraph A.

14. LOBBYING PROHIBITION:

In accordance with Section 216.347, F.S., the Grantee is hereby prohibited from using funds provided by this Agreement for the purpose of lobbying the Legislature, the judicial branch or a state agency. Further, in accordance with Section 11.062, F.S., no state funds, exclusive of salaries, travel expenses, and per diem, appropriated to, or otherwise available for use by, any executive, judicial, or quasi-judicial department shall be used by any state employee or other person for lobbying purposes.

15. COMPLIANCE WITH LAW:

The Grantee shall comply with all applicable federal, state and local rules and regulations in providing services to the Department under this Agreement. The Grantee acknowledges that this requirement includes, but is not limited to, compliance with all applicable federal, state and local health and safety rules and regulations. The Grantee further agrees to include this provision in all subcontracts issued as a result of this Agreement.

16. NOTICE:

All notices and written communication between the parties shall be sent by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. Any and all notices required by this Agreement shall be delivered to the parties at the addresses identified under paragraph 17.

17. CONTACTS:

The Department's Grant Manager (which may also be referred to as the Department's Project Manager) at the time of execution for this Agreement is identified below:

Casey Marston, or Successor	
Florida Department of Environmental Protection	
Division of Water Restoration Assistance	
3900 Commonwealth Blvd., MS# 3570	
Tallahassee, Florida 32399	
Telephone No.:	850-245-2949
E-mail Address:	Casey.marston@dep.state.fl.us

The Grantee's Grant Manager at the time of execution for this Agreement is identified below:

Darel Craine, or Successor	
City of Leesburg	
550 South 14th Street, P.O. Box 490630	
Leesburg, Florida, 34749-0630	
Telephone No.:	352-435-9442
Fax No.:	352-326-6619
E-mail Address:	Darel.Craine@Leesburgflorida.gov

In the event the Department's or the Grantee's Grant Manager changes, written notice by electronic mail with acknowledgement by the other party will be acceptable. Any subsequent Change Order or Amendment pursuant to paragraph 3.B should include the updated Grant Manager information.

18. INSURANCE:

A. Providing and maintaining adequate insurance coverage is a material obligation of the Grantee. This insurance must provide coverage for all claims that may arise from the performance of the work specified under this Agreement, whether such work is performed by the Grantee, any sub-grantee, or Grantee's contractors. Such insurance shall include the State of Florida, the Department, and the State of Florida Board of Trustees of the Internal Improvement Trust Fund, as Additional Insureds for the entire length of the Agreement.

B. Coverage may be by private insurance or self-insurance. The Grantee shall provide documentation of all required coverage to the Department's Grant Manager *prior to* performance of any work pursuant to this Agreement. All commercial insurance policies shall be with insurers licensed or eligible to do business in the State of Florida. The Grantee's current certificate of insurance shall contain a provision that the insurance will not be canceled for any reason except after thirty (30) calendar days' written notice (with the exception of non-payment of premium, which requires a 10-calendar-day notice) to the Department's Grant Manager. If the Grantee is self-funded for any category of insurance, then the Grantee shall provide documentation that warrants and represents that it is self-funded for said insurance, appropriate and allowable under Florida law, and that such self-insurance offers protection applicable to the Grantee's officers, employees, servants and agents while acting within the scope of their employment with the Grantee for the entire length of the Agreement.

C. During the life of this Agreement, the Grantee shall secure and maintain insurance coverages as specified below. In addition, the Grantee shall include these requirements in any sub grant or

subcontract issued for the performance of the work specified under this Agreement, unless such sub grant or subcontractor employees are covered by the protection afforded by the Grantee.

i. Workers' Compensation Insurance is required for all employees connected with the work of this project. Any self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation law. In case any class of employees engaged in hazardous work under this Agreement is not protected under Workers' Compensation statutes, the Grantee shall provide proof of adequate insurance satisfactory to the Department, for the protection of its employees not otherwise protected.

ii. Commercial General Liability insurance is required, including bodily injury and property damage. The minimum limits of liability shall be $200,000 each individual's claim and $300,000 each occurrence.

iii. Commercial Automobile Liability insurance is required, for all claims which may arise from the services and/or operations under this Agreement, whether such services and/or operations are by the Grantee or any of its contractors. The minimum limits of liability shall be as follows:

$300,000	Automobile Liability Combined Single Limit for Company-Owned Vehicles, if applicable
$300,000	Hired and Non-owned Automobile Liability Coverage

iv. Other Insurance may be required if any work proceeds over or adjacent to water, including but not limited to Jones Act, Longshoreman's and Harbormaster's, or the inclusion of any applicable rider to worker's compensation insurance, and any necessary watercraft insurance, with limits of not less than $300,000 each. Questions concerning required coverage should be directed to the U.S. Department of Labor (http://www.dol.gov/owcp/dlhwc/lscontac.htm) or to the parties' insurance carrier.

19. CONFLICT OF INTEREST:

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

20. EQUIPMENT:

Reimbursement for direct or indirect equipment purchases costing $1,000 or more is not authorized under the terms and conditions of this Agreement.

21. UNAUTHORIZED EMPLOYMENT:

The employment of unauthorized aliens by any Grantee/subcontractor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.

22. QUALITY ASSURANCE REQUIREMENTS:

If the Grantee's project involves environmentally-related measurements or data generation, the Grantee shall develop and implement quality assurance practices consisting of policies, procedures, specifications, standards, and documentation sufficient to produce data of quality adequate to meet project objectives and to minimize loss of data due to out-of-control conditions or malfunctions. All sampling and analyses performed under this Agreement must conform with the requirements set forth in Chapter 62-160, Florida

Administrative Code, and the Quality Assurance Requirements for Department Agreements, attached hereto and made part hereof as **Attachment G, Quality Assurance Requirements for Contracts and Grants**.

23. DISCRIMINATION:

A. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.

B. An entity or affiliate who has been placed on the discriminatory vendor list pursuant to Section 287.134, F.S., may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and posts the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

24. LAND ACQUISITION:

Land acquisition is not authorized under the terms of this Agreement.

25. PHYSICAL ACCESS AND INSPECTION:

As applicable, Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, including by any of the following methods:

A. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;

B. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and

C. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

26. PUBLIC RECORDS ACCESS:

A. Grantee shall comply with Florida Public Records law under Chapter 119, F.S. Records made or received in conjunction with this Agreement are public records under Florida law, as defined in Section 119.011(12), F.S. Grantee shall keep and maintain public records required by the Department to perform the services under this Agreement.

B. This Agreement may be unilaterally canceled by the Department for refusal by the Grantee to either provide to the Department upon request, or to allow inspection and copying of all public records made or received by the Grantee in conjunction with this Agreement and subject to disclosure under Chapter 119, F.S., and Section 24(a), Article I, Florida Constitution.

C. If Grantee meets the definition of "Contractor" found in Section 119.0701(1)(a), F.S.; [i.e., an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency], then the following requirements apply:

i. Pursuant to Section 119.0701, F.S., a request to inspect or copy public records relating to this Agreement for services must be made directly to the Department. If the Department does not possess the requested records, the Department shall immediately notify the Grantee of the request, and the Grantee must provide the records to the Department or allow the records to be inspected or copied within a reasonable time. If Grantee fails to provide the public records to the Department within a reasonable time, the Grantee may be subject to penalties under s. 119.10, F.S.

ii. Upon request from the Department's custodian of public records, Grantee shall provide the Department with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

iii. Grantee shall identify and ensure that all public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Grantee does not transfer the records to the Department.

iv. Upon completion of the Agreement, Grantee shall transfer, at no cost to Department, all public records in possession of Grantee or keep and maintain public records required by the Department to perform the services under this Agreement. If the Grantee transfers all public records to the Department upon completion of the Agreement, the Grantee shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Grantee keeps and maintains public records upon completion of the Agreement, the Grantee shall meet all applicable requirements for retaining public records. All records that are stored electronically must be provided to Department, upon request from the Department's custodian of public records, in a format that is accessible by and compatible with the information technology systems of Department.

D. IF THE GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE GRANTEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS by telephone at (850) 245-2118, by email at ombudsman@dep.state.fl.us, **or at the mailing address below:**

Department of Environmental Protection
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Blvd, Mail Slot 49
Tallahassee, FL 32399

27. TERMINATION FALSE CERTIFICATION, SCRUTINIZED COMPANIES, BOYCOTTING:

Grantee certifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, F.S. In addition, Grantee agrees to observe the requirements of Section 287.135, F.S., for applicable sub-agreements entered into for the performance of work under this Agreement. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement for cause if the Grantee, its affiliates, or its

subcontractors are found to have submitted a false certification; or if the Grantee, its affiliates, or its subcontractors are placed on any applicable scrutinized companies list or engaged in prohibited contracting activity during the term of the Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

28. EXECUTION IN COUNTERPARTS:

This Agreement, and any Amendments or Change Orders thereto, may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

29. SEVERABILITY CLAUSE:

This Agreement has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. Any action hereon or in connection herewith shall be brought in Leon County, Florida.

30. ENTIRE AGREEMENT:

This Agreement represents the entire agreement of the parties. Any alterations, variations, changes, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly signed by each of the parties hereto, and attached to the original of this Agreement, unless otherwise provided herein.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed, the day and year last written below.

CITY OF LEESBURG

By:_____
*Signature of Person Authorized to Sign

_____
Print Name and Title of Authorized Person

Date:_____

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By:_____
Secretary or designee

_____
Print Name and Title of Authorized Person

Date:_____

Casey Marston
Casey Marston, DEP Grant Manager

_____
QC Review by:

FEID No.: 59-6000362

*For Agreements with governmental boards/commissions: If someone other than the Chairman signs this Agreement, a resolution, statement or other document authorizing that person to sign the Agreement on behalf of the Grantee must accompany the Agreement.

List of attachments/exhibits included as part of this Agreement:

Specify Type	Letter/ Number	Description (include number of pages)
Attachment	A	Grant Work Plan (7 Pages)
Attachment	B	Payment Request Summary Form (8 Pages)
Attachment	C	Contract Payment Requirements (1 Page)
Attachment	D	Progress Report Form (1 Page)
Attachment	E	Special Audit Requirements (5 Pages)
Attachment	F	***Attachment Intentionally Excluded***
Attachment	G	Quality Assurance Requirements (5 Pages)

ATTACHMENT A
GRANT WORK PLAN

PROJECT TITLE: Lake Griffin Stormwater Improvements Project

PROJECT LOCATION: The Project will be located in the eastern part of downtown in the City of Leesburg in Lake County, Florida. The improvements are proposed on the south side of US 441, to the east of North Canal Street and west of a citrus processing plant. See Figures 1 and 2 for a location map and site plan.

PROJECT BACKGROUND: This Project has been developed as part of a "Stormwater Master Best Management Practices Plan" that was prepared for the City of Leesburg in 2014.

In 2014, the City of Leesburg (Grantee) completed a comprehensive Stormwater Master Plan (SWMP) which includes a listing of twelve (12) stormwater Best Management Practices projects. The projects are ranked for cost-effectiveness of nutrient removal based on comprehensive analysis and evaluation of stormwater flows from the entire downtown portion of the City. This project ranks second out of 12 on the list for cost-effectiveness of nutrient removal. This project is also included in FDEP's list of future projects (Project Number GRIF29) proposed by the City of Leesburg to reduce phosphorus loading in the Basin Management Action Plan of the Upper Ocklawaha River basin.

PROJECT DESCRIPTION: The Grantee intends to construct a wet detention pond with incorporation of an existing forested wetland (combined area of 2.7 acres) on City-owned property to provide stormwater treatment to an urban portion of the City of Leesburg (46.6 acres in size) that currently drains untreated into Lake Griffin. The proposed wet detention pond will be constructed on vacant land that is currently used as an unpaved parking lot by an adjacent citrus processing plant. The drainage system for the contributing area traverses across the site in a ditch that drains to a 42-inch cross drain under US 441 and into a finger canal of Lake Griffin. The pond will be constructed in-line with the ditch and the pond outfall structure will be connected to the US 441 cross-drain. The contributing area includes 46.6 acres of mostly commercial, downtown development with no stormwater treatment facilities. An additional 25.5 acres of contributing area drains through on-site stormwater ponds prior to entering the drainage system.

TASKS and DELIVERABLES:

Task 1: Design and Permitting
Task Description: The Grantee will complete the design of the wet detention pond and obtain all necessary permits for construction of the project.

Deliverables: An electronic copy of the final design, including professional certification as applicable, and a list of all required permits identifying issue dates and issuing authorities submitted to the Department's Grant Manager. Upon request, the Grantee will provide copies of obtained permits or permit related correspondence or documentation, in addition to a paper copy of the final design.

Performance Standard: The Department's Grant Manager will review the deliverables to verify that they meet the specifications in the Grant Work Plan and this task description. Upon review and written acceptance by the Department's Grant Manager of all deliverables under this task the Grantee may proceed with match submittal.

Task 2: Bidding and Contractor Selection
Task Description: The Grantee will subcontract the construction of the wet detention pond with a qualified and licensed contractor, selected through the Grantee's procurement process. The Grantee shall prepare and solicit bids utilizing a bid package in accordance with state and federal laws and this Agreement. Included in this task are pre-bid meeting(s) in response to bid questions.

Deliverables: Completed bidding and contractor selection as evidenced by: 1) Electronic copy of public notice of advertisement for the bid; 2) electronic access to all inquiries, questions, and comments regarding the bid documents; 3) electronic copy of bid package; 4) written notice of selected contractor; 5) electronic copy of executed subcontract(s) provided prior to submitting any invoices for the subcontracted work.

Performance Standard: The Department's Grant Manager will review the deliverables to verify that they meet the specifications in the Grant Work Plan and this task description. Upon review and written acceptance by the Department's Grant Manager of all deliverables under this task, the Grantee may proceed with match submittal.

Task 3: Construction of Project
Task Description: The Grantee will construct a wet detention pond of approximately 2.3 acres and associated inflow/outflow structures in accordance with the final design(s) and required permits**.**

Deliverables: Wet detention pond as described in this task, as evidenced by: 1) Dated color photographs of the construction site(s) prior to, during, and immediately following completion of the construction task; 2) written verification that the Grantee has received record drawings and any required final inspection report(s) for the project; 3) signed acceptance of the completed work by the Grantee; and 4) signed statement from a Florida Licensed Professional Engineer indicating construction has been completed in accordance with the design.

Performance Standard: The Department's Grant Manager will review the deliverables to verify that they meet the specifications in the Grant Work Plan and this task description and that work is being performed in accordance with the Grantee's construction contract documents. Upon review and written approval by the Department's Grant Manager of all deliverables under this task, the Grantee may proceed with payment request submittal.

Task 4: Quality Assurance Project Plan
Task Description: The Grantee will prepare, submit, and receive approval on a Quality Assurance Project Plan (QAPP) prior to commencement of any monitoring associated with the project. The QAPP must specify the sampling procedures, locations, instruments, and parameters to be sampled. The Grantee will use the format provided by the Department's Grant Manager, if applicable. **Deliverable 4a:** Draft QAPP submitted electronically in Word format to the Department's Grant Manager. Upon request, the Grantee will provide a paper copy of the Draft QAPP to the Department's Grant Manager.

Performance Standard: The Department's Grant Manager will review the draft QAPP for compliance with this Agreement and the quality assurance requirements, to ensure sufficient monitoring is planned to measure project effectiveness and provide comments to the Grantee as needed prior to Final QAPP submittal.

Deliverable 4b: Final Department-approved QAPP submitted electronically in Word format to the Department's Grant Manager. Upon request, the Grantee will provide a paper copy of the Final QAPP to the Department's Grant Manager.

Performance Standard: The Department's Grant manager will review the Final QAPP to ensure that draft comments have been taken into consideration and the Final QAPP is in compliance with this Agreement, the quality assurance requirements and there is sufficient monitoring to measure project effectiveness. Upon review and written approval by the Department's Grant Manager of the Final QAPP, the Grantee may proceed with match submittal.

Task 5: Monitoring
Task Description: The Grantee will conduct monitoring in accordance with the Department-approved QAPP for this project (see Task 4).

Deliverables: Summary of completed monitoring activities (dates completed, sampling conducted and any not conducted and why), monitoring results along with interpretation of those results (as expected or not as expected) submitted electronically, along with the draft or final (when submitting final request) laboratory report and sampling logs (must also have field and weather data) to the Department's Grant Manager. Upon request, the Grantee will provide a paper copy or copies to the Department's Grant Manager.

Performance Standard: The Department's Grant Manager will review the monitoring results for completion and compliance with QAPP requirements. Upon review and written acceptance by the Department's Grant Manager of all deliverables under this task, the Grantee may proceed with match submittal.

Additional Financial Consequences: Costs for any monitoring that is not completed as outlined in the Department-approved QAPP may be discounted if included in the payment request.

Task 6: Final Report
Task Description: The Grantee will prepare a Final Report summarizing the results of the project, including all tasks in the Grant Work Plan. The Final Report must include at a minimum:

- Project location and background, project description and timeline, grant award amount and anticipated benefits.
- Financial summary of actual costs versus the budget, along with any changes required to the budget. Include any match or locally pledged contributions provided, along with other related project work performed outside of this Agreement to identify the overall project cost.
- Discussion of project schedule versus actual completion, including changes required to the schedule, unexpected site conditions and adjustments, significant unexpected delays and corrections, and/or other significant deviations from the original project plan.
- Summary of activities completed as well as those not completed and why, as well as a brief summary of any additional phases yet to be completed.
- Photo documentation of work performed (before, during and after), appropriate figures (site location, site plan[s]. etc.), appropriate tables summarizing data/information relevant to Grant Work Plan tasks, and appropriate attachments relevant to the project.
- Discussion of whether the anticipated benefits have been/will be realized (e.g., why a Best Management Practice (BMP) approach did or did not exceed the expected removal efficiency).

- Summary of monitoring activities completed and any not completed and why, monitoring results, and an interpretation of data based on planned versus realized results.

Deliverable 6a: An electronic copy of the draft Final Report in Word format submitted to the Department's Grant Manager for review prior to submission of the Final Report. Upon request, the Grantee will provide a paper copy of the draft Final Report.

Performance Standard: The Department's Grant Manager will review the submitted draft Final Report to verify that it meets the specifications in the Grant Work Plan and this task description, and provide any comments to the Grantee for consideration into the Final Report.

Deliverable 6b: An electronic copy of the Final Report, with all suggested changes considered, in Word or PDF format submitted to the Department's Grant Manager for review and approval. Upon request, the Grantee will provide a paper copy of the Final Report.

Performance Standard: The Department's Grant manager will review the Final Report to ensure that draft comments have been taken into consideration and the Final Report is in compliance with this Agreement.

PROJECT TIMELINE: The tasks must be completed and all deliverables received by the corresponding task end date.

Task/ Deliverable No.		Task or Deliverable Title	Task Start Date	Task End Date
1		Design and Permitting		September 1, 2016
2		Bidding and Contractor Selection	Upon Execution	September 1 , 2016
3		Construction	Upon Execution	May 31, 2017
4		QAPP	Upon Execution	February, 28 2017
	4a	Draft QAPP	Upon Execution	December 30, 2016
	4b	Final QAPP	Upon Execution	April 28, 2017
5		Monitoring	Upon QAPP Execution	November 1, 2017
6		Final Report	Upon Execution	December 31, 2017
	6a	Draft Final Report	Upon Execution	October 1, 2017
	6b	Final Report	Upon Execution	December 31, 2017

BUDGET DETAIL BY TASK:

Task No.	Budget Category	Budget Grant Funding	Budget Match Funding
1	Contractual Services	$0	$66,491

	Total for Task:	**$0**	**$66,491**
2	Contractual Services	$0	$4,780
	Total for Task	**$0**	**$4,780**
3	Contractual Services	$195,000	$259,043
	Total for Task	**$195,000**	**$259,043**
4	Contractual Services	$0	$3,000
	Total for Task	**$0**	**$3,000**
5	Contractual Services	$0	$37,000
	Total for Task:	**$0**	**$37,000**
6	Contractual Services	$0	$4,686
	Total for Task:	**$0**	**$4,686**

PROJECT BUDGET SUMMARY: Cost reimbursable grant funding must not exceed the category totals for the project as indicated below.

Category Totals	Grant Funding, Not to Exceed, $	Match Funding
Contractual Services Total	$195,000	$375,000
Total:	**$195,000**	**$375,000**
Percentage of Total Cost	**34%**	**66%**
Total Project Cost:	**$570,000**	
Percentage Match:	**34%**	**66%**

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December 2014

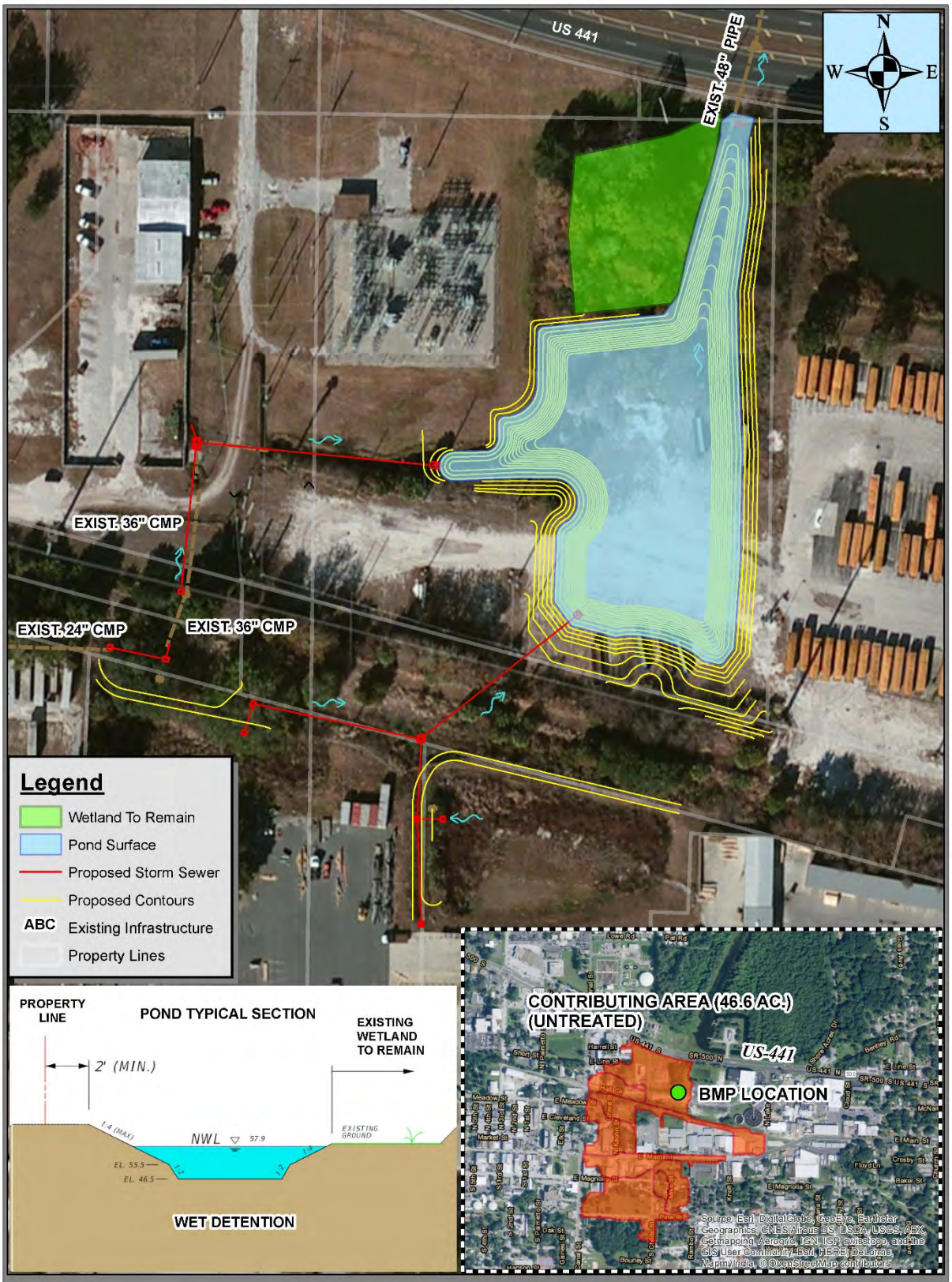
LAKE GRIFFIN STORMWATER IMPROVEMENTS LOCATION MAP

CITY OF LEESBURG STORMWATER MASTER BMP PLAN

LAKE COUNTY, FL

Exhibit 1

1 INCH = 1000 FEET



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February 2016

LAKE GRIFFIN STORMWATER IMPROVEMENTS PROPOSED DESIGN

CITY OF LEESBURG

LAKE COUNTY, FL

Exhibit 2

1 INCH = 80 FEET

ATTACHMENT B

PAYMENT REQUEST SUMMARY FORM

Payment Request No. _____ **DEP Agreement No.** _____ **Date** _____

Performance Period (*Start date - End date*): _____

Deliverables completed to support payment request (*attach additional pages as needed*):

Task/Deliverable Number(s): _____ **Task Budget Amount:** **$** _____ **-**

Grantee: _____
(Name & Mailing Address) _____
_____
_____

Grantee Contact: _____
(Name & Phone)

GRANT EXPENDITURES SUMMARY SECTION

CATEGORY OF EXPENDITURE *(As authorized)*	AMOUNT OF THIS REQUEST	TOTAL CUMULATIVE PAYMENT REQUESTS	MATCHING FUNDS FOR THIS REQUEST	TOTAL CUMULATIVE MATCHING FUNDS
Salaries/Wages	**$ -**	**$ -**	**$ -**	**$ -**
Fringe Benefits	**$ -**	**$ -**	**$ -**	**$ -**
Indirect Cost	**$ -**	**$ -**	**$ -**	**$ -**
Contractual (Subcontractors)	**$ -**	**$ -**	**$ -**	**$ -**
Travel	**$ -**	**$ -**	**$ -**	**$ -**
Equipment (Direct Purchases)	$ -	$ -	**$ -**	**$ -**
Rental/Lease of Equipment	**$ -**	**$ -**	**$ -**	**$ -**
Miscellaneous/Other Expenses	**$ -**	**$ -**	**$ -**	**$ -**
Land Acquisition	**$ -**	**$ -**	**$ -**	**$ -**
TOTAL AMOUNT	**$**	**$**	**$**	**$**
TOTAL BUDGET (ALL TASKS)	**$**		**$**	
Less Total Cumulative Payment Requests of:	**$**		**$**	
TOTAL REMAINING (ALL TASKS)	**$**		**$**	

GRANTEE CERTIFICATION

Complete Grantee's Certification of Payment Request on Page 2 to certify that the amount being requested for reimbursement above was for items that were charged to and utilized only for the above cited grant activities.

Grantee's Certification of Payment Request

I, _____, on behalf of

(Print name of Grantee's Grant Manager designated in the Agreement)

_____, do hereby certify for

(Print name of Grantee)

DEP Agreement No. _____ and Payment Request No. _____ that:

☑ The disbursement amount requested is for allowable costs for the project described in Attachment A of the Agreement.

☑ All costs included in the amount requested have been satisfactorily purchased, performed, received, and applied toward completing the project; such costs are documented by invoices or other appropriate documentation as required in the Agreement.

☑ The Grantee has paid such costs under the terms and provisions of contracts relating directly to the project; and the Grantee is not in default of any terms or provisions of the contracts.

Check all that apply:

☐ All permits and approvals required for the construction, which is underway, have been obtained.

☐ Construction up to the point of this disbursement is in compliance with the construction plans and permits.

☐ The Grantee's Grant Manager relied on certifications from the following professionals that provided services for this project during the time period covered by this Certification of Payment Request, and such certifications are included:

Professional Service Provider (Name / License No.)	Period of Service (mm/dd/yy – mm/dd/yy)

Grantee's Grant Manager's Signature	Grantee's Fiscal Agent Signature
Print Name	Print Name
Telephone Number	Telephone Number

INSTRUCTIONS FOR COMPLETING
PAYMENT REQUEST SUMMARY FORM

PAYMENT REQUEST NO.: This is the number of your payment request, not the quarter number.
DEP AGREEMENT NO.: This is the number on your grant agreement.
DATE: This is the date that you are submitting the payment request.
PERFORMANCE PERIOD: This is the beginning and ending date of the performance period for the Task/Deliverable that the request is for (this must be within the timeline shown for the Task/Deliverable in the Agreement).

TASK/DELIVERABLE NO.: Identify the number of the Task/Deliverable that you are requesting payment for and/or claiming match for (must agree with the current Grant Work Plan). *Note:* If payment request includes more than one Task/Deliverable, additional pages should identify each Task/Deliverable Number, its corresponding budget amount, and the amount requested.

TASK BUDGET AMOUNT: List the Task budget amount as identified in the Grant Work Plan for the corresponding Task/Delverable. *Note:* If payment request includes more than one Task/Deliverable, additional pages should identify each Task/Deliverable Number, its corresponding budget amount, and the amount requested.
GRANTEE: Enter the name of the Grantee's agency and the address to which you want the state warrant sent.

GRANTEE CONTACT: List the name and telephone number for the Grantee's grant manager or other point of contact regarding the payment request submittal.

GRANT EXPENDITURES SUMMARY SECTION:

"AMOUNT OF THIS REQUEST" COLUMN: Enter by authorized category of expenditure the amount for which you are requesting reimbursement for this task. This must agree with the currently approved budget in the current Grant Work Plan of your grant Agreement. Do not claim expenses in a budget category that does not have an approved budget. Do not claim items that are not specifically identified in the current Grant Work Plan. Enter the column total on the "*TOTAL AMOUNT*" line. Enter the amount of all Tasks on the "*TOTAL BUDGET (ALL TASKS)*" line. Enter the total cumulative amount of this request **and** all previous payments on the "*LESS TOTAL CUMULATIVE PAYMENT REQUESTS OF*" line. Deduct the "*LESS TOTAL CUMULATIVE PAYMENT REQUESTS OF*" from the "*TOTAL BUDGET (ALL TASKS)*" for the amount to enter on the "*TOTAL REMAINING (ALL TASKS)*" line.

"TOTAL CUMULATIVE PAYMENT REQUESTS" COLUMN: Enter the cumulative amounts that have been requested to date for reimbursement by budget category. The final request should show the total of all requests; first through the final request (this amount cannot exceed the approved budget amount for that budget category for the Task(s) you are reporting on). Enter the column total on the "*TOTAL PAYMENT REQUEST*" line. **Do not enter anything in the shaded areas.**

"MATCHING FUNDS" COLUMN: Enter the amount to be claimed as match for the performance period for the Task(s) you are reporting on. This needs to be shown under specific budget categories according to the currently approved Grant Work Plan. Enter the total on the "*TOTAL AMOUNT*" line for this column. Enter the match budget amount on the "*TOTAL BUDGET (ALL TASKS)*" line for this column. Enter the total cumulative amount of this and any previous match claimed on the "*LESS TOTAL CUMULATIVE PAYMENTS OF*" line for this column. Deduct the "*LESS TOTAL CUMULATIVE PAYMENTS OF*" from the "*TOTAL BUDGET (ALL TASKS)*" for the amount to enter on the "*TOTAL REMAINING (ALL TASKS)*" line.

"TOTAL CUMULATIVE MATCHING FUNDS" COLUMN: Enter the cumulative amounts you have claimed to date for match by budget category. Put the total of all on the line titled "*TOTAL PAYMENT REQUEST*." The final request should show the total of all claims, first claim through the final claim, etc. **Do not enter anything in the shaded areas.**

GRANTEE'S CERTIFICATION: Check all boxes that apply. Identify any licensed professional service providers that certified work or services completed during the period included in the request for payment. **Must be signed by both the Grantee's Grant Manager as identified in the grant agreement and the Grantee's Fiscal Agent.**

Documentation for match claims must meet the same requirements as those expenditures for reimbursement.

INVOICE SUMMARY INFORMATION

Contract #:

Grantee:

Payment Request #:

Complete the table below. Use the drop down lists to add categories. Enter one Task number per row and one Category per column.

Select only the categories that are in the contract task budget.

Also complete the ***Contractual Detail*** spreadsheet if the contractual category is funded in the Agreement/Task.
Also, complete the ***Equip-Supplies-Expense*** spreadsheet if the contractual category is funded in the Agreement/Task.
Also complete the ***Salary/Fringe Detail*** spreadsheet if the salary and fringe categories are funded in the Agreement/Task.
*Include the match amount if match is required in the Agreement and is included in the invoice.
Formulas are included in some of the spreadsheet cells, denoted with "$ - " .

		Provide Reimbursement Request Amounts by Category					**Provide Amounts to Credit Towards Match by Category***				
		Select one budget category per column using the drop down lists					**Select one budget category per column using the drop down lists**				
Task/ Deliverable #	**Performance Period - Date Range**	**Click here for drop down list**	**Click here for drop down list**	**Click here for drop down list**	**Click here for drop down list**	**Click here for drop down list**	**Click here for drop down list**	**Click here for drop down list**	**Click here for drop down list**	**Click here for drop down list**	**Comments**
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
Total Reimbursement Request:		$ -									
Total Amount to Credit to Match:		$ -									

Budget Category Options:

Contractual
Supplies/Expense
Equipment
Salary
Fringe
Travel
Indirect
Land

CONTRACTUAL DETAIL

Complete one table per Task containing Contractual Reimbursement Requests
Add rows as needed for each table. Add tables as needed, if more than two tasks are in the invoice.
Enter the contractual sum for each task into the Invoice Summary spreadsheet.
*Include the match amount if match is required in the Agreement and is included in the invoice.

Task/Deliverable #:

Performance Period - Date Range	Sub-contractor Name	Subcontractor Invoice Number	Sub-contractor Invoice Date	Check Number	Check Amount	Amount requested for reimbursement	Amount to credit towards Match*	Comments
				Contractual Total for Task #___ :		$ -	$ -	

Task/Deliverable #:

Performance Period - Date Range	Sub-contractor Name	Subcontractor Invoice Number	Sub-contractor Invoice Date	Check Number	Check Amount	Amount requested for reimbursement	Amount to credit towards Match*	Comments
				Contractual Total for Task #___ :		$ -	$ -	

EQUIPMENT AND SUPPLY/EXPENSE DETAIL

Complete one table for each task containing Equipment and Supply/Expense Reimbursement Requests
Add rows as needed for each table. Add tables as needed, if more than two tasks are in the invoice.
Enter the Equiment and Supplies/Expense sums for each task into the Invoice Summary spreadsheet.
*Include the match amount if match is required in the Agreement and is included in the invoice.

Task/Deliverable #:

						Supplies/Expense	Equipment	Supplies/Expense	Equipment	
Performance Period - Date Range	Vendor Name	Invoice/Receipt Number	Invoice/Receipt Date	Check Number	Check Amount	Amount requested for reimbursement	Amount Requested for Reimbursement	Amount to credit towards Match*	Amount to credit towards Match*	Comments
					Totals:	$ -	$ -	$ -	$ -	

Task/Deliverable #:

						Supplies/Expense	Equipment	Supplies/Expense	Equipment	
Performance Period - Date Range	Vendor Name	Invoice/Receipt Number	Invoice/Receipt Date	Check Number	Check Amount	Amount requested for reimbursement	Amount Requested for Reimbursement	Amount to credit towards Match*	Amount to credit towards Match*	Comments
					Totals:	$ -	$ -	$ -	$ -	

SALARY AND FRINGE DETAIL

Complete one table for each task containing Salary and Fringe Reimbursement Requests
Add rows as needed for each table. Add tables as needed, if more than two tasks are in the invoice.
Enter the Salary and Fringe sums for each task into the Invoice Summary spreadsheet.
*Include the match amount if match is required in the Agreement and is included in the invoice.

Task/Deliverable #:

Position Title	Employee Name	Performance Period - Date Range	Hourly Wage	Fringe Rate (%)	No. Hours Worked for reimbursement	Salary Amount per employee for reimbursement	Fringe Amount per employee for reimbursement	No. hours worked for match	Salary to credit towards Match*	Fringe to credit towards Match*
						$ -	$ -		$ -	$ -
						$ -	$ -		$ -	$ -
						$ -	$ -		$ -	$ -
						$ -	$ -		$ -	$ -
						$ -	$ -		$ -	$ -
						$ -	$ -		$ -	$ -
						$ -	$ -		$ -	$ -
						$ -	$ -		$ -	$ -
						$ -	$ -		$ -	$ -
						$ -	$ -		$ -	$ -
				Totals for Task#_____		$ -	$ -		$ -	$ -

Task/Deliverable #:

Position Title	Employee Name	Performance Period - Date Range	Hourly Wage	Fringe Rate (%)	No. Hours Worked for reimbursement	Salary Amount per employee for reimbursement	Fringe Amount per employee for reimbursement	No. hours worked for match	Salary to credit towards Match*	Fringe to credit towards Match*
						$ -	$ -		$ -	$ -
						$ -	$ -		$ -	$ -
						$ -	$ -		$ -	$ -
						$ -	$ -		$ -	$ -
						$ -	$ -		$ -	$ -
						$ -	$ -		$ -	$ -
						$ -	$ -		$ -	$ -
						$ -	$ -		$ -	$ -
						$ -	$ -		$ -	$ -
						$ -	$ -		$ -	$ -
				Totals for Task#		$ -	$ -		$ -	$ -

Instructions for Completing Request for Payment - Part II

Include the Grantee Name, Payment Request No., and DEP Agreement Number. List vendor invoices that are associated with the Project by Task/Deliverable.

1 **Invoice Amount:** Amount of Invoice being submitted for reimbursement.

2 **Local Share or Other Funding or Amount Not Requested**: Portion of invoice paid for by Grantee.

3 **Requested Amount**: Subtract Grantee's Local Share or Other Funding or Amount Not Requested **(2)** from Invoice Amount **(1)**.

4 **Deliverable Number:** Must identify completed deliverable(s) for each invoice. If invoice covers multiple deliverables, that invoice would be listed multiple times, a line item for each deliverable with any portion not applicable to that Task/Deliverable identified under (**2**).

Submittal Instructions

Instructions for E-mailing:

The program now accepts reimbursement requests electronically. When scanning please be sure that the minimum scan resolution must be 300 DPI (dots per inch). When reimbursement requests are sent electronically, please do not also send a hard copy by postal mail.

Remit Payment Request by E-mail to the Department's Grant Manager

Be sure the E-mail payment request includes the following:

Subject: Project Number_Disbursement Number: example – LP14025_Disb_1

Attachments:

1) Attachment B Payment Request Summary
2) Request for Payment Part II Reimbursement Detail
3) Copies of invoices
4) Other supporting documentation, as needed

For questions or concerns regarding these forms or if you would like the payment request forms listed above in electronic format please contact the Department's Grant Manager.

Budget Category Options:

Click here for drop down list
Contractual
Supplies/Expense
Equipment
Salary
Fringe
Travel
Indirect
Land

ATTACHMENT C

Contract Payment Requirements
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation must be provided for each amount for which reimbursement is being claimed indicating that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved contract budget should be reimbursed.

Listed below are examples of the types of documentation representing the minimum requirements:

(1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

(2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

(3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.

(4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

(5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

(6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address: http://www.fldfs.com/aadir/reference_guide.htm

ATTACHMENT D

PROGRESS REPORT FORM

DEP Agreement No.:	NS008		
Grantee Name:			
Grantee Address:			
Grantee's Grant Manager:		**Telephone No.:**	
Reporting Period:			
Project Number and Title:			

Provide the following information for all tasks and deliverables identified in the Grant Work Plan: a summary of project accomplishments for the reporting period; a comparison of actual accomplishments to goals for the period; if goals were not met, provide reasons why; provide an update on the estimated time for completion of the task and an explanation for any anticipated delays and identify by task.
NOTE: Use as many pages as necessary to cover all tasks in the Grant Work Plan.

<u>The following format should be followed:</u>
Task 1:
Progress for this reporting period:
Identify any delays or problems encountered:

This report is submitted in accordance with the reporting requirements of DEP Agreement No. _____ and accurately reflects the activities associated with the project.

_____ _____
Signature of Grantee's Grant Manager Date

ATTACHMENT E

SPECIAL AUDIT REQUIREMENTS

The administration of resources awarded by the Department of Environmental Protection *(which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the contract/agreement*) to the recipient *(which may be referred to as the "Contractor", Grantee" or other name in the contract/agreement)* may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133, as revised, 2 CFR Part 200, Subpart F, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, and/or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised (for fiscal year start dates prior to December 26, 2014), or as defined in 2 CFR §200.330 (for fiscal year start dates after December 26, 2014).

1. In the event that the recipient expends $500,000 ($750,000 for fiscal year start dates after December 26, 2014) or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of Environmental Protection. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, will meet the requirements of this part.

2. In connection with the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F.

3. If the recipient expends less than $500,000 (or $750,000, as applicable) in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, is not required. In the event that the recipient expends less than $500,000 (or $750,000, as applicable) in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).

4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at **www.cfda.gov**

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2)(n), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Attachment indicates state financial assistance awarded through the Department of Environmental Protection by this Agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than $750,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than $750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at https://apps.fldfs.com/fsaa for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at http://www.leg.state.fl.us/Welcome/index.cfm, State of Florida's website at http://www.myflorida.com/, Department of Financial Services' Website at http://www.fldfs.com/ and the Auditor General's Website at http://www.state.fl.us/audgen.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F and required by PART I of this Attachment shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised, and 2 CFR §200.501(a) (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, and 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at http://harvester.census.gov/facweb/

C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised, and 2 CFR §200.512.

2. Pursuant to Section .320(f), OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, the recipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, and any management letters issued by the auditor, to the Department of Environmental Protection at one the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

3. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

B. The Auditor General's Office at the following address:

State of Florida Auditor General
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

4. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

5. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

6. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with OMB Circular A-133, as revised and 2 CFR Part 200, Subpart F, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of **5** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **3** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program Number	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program Number	Funding Source	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	Water Quality Assurance Trust Fund, Line Item 1641	2016-2017	37.039	Statewide Surface Water Restoration and Wastewater Projects	$195,000	140076

Total Award	$195,000	

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [www.cfda.gov] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/searchCatalog.aspx]. The services/purposes for which the funds are to be used are included in the Contract scope of services/work. Any match required by the recipient is clearly indicated in the Contract.

Commented [KT2]: Is this the correct number?

Commented [KT1]: Is this the correct funding source and Line Item number? It is a different number than what's listed on the title of the agreement.

ATTACHMENT G
QUALITY ASSURANCE REQUIREMENTS

1. All sampling and analyses performed under this Contract must conform to the requirements set forth in Chapter 62-160, Florida Administrative Code (F.A.C.) and "Requirements for Field and Analytical Work performed for the Department of Environmental Protection under Contract" (DEP-QA-002/02), February 2002.
2. **LABORATORIES**
   a. The GRANTEE shall ensure that all standard laboratory testing activities are performed by laboratories certified by the Florida Department of Health Environmental Laboratory Certification Program (DoH ELCP) for all applicable matrix/method/analyte combinations to be measured. For non-potable water matrix, the certification requirement is considered satisfied if the laboratory is certified for the contracted analyte in at least one method that uses the same analytical technology as the contract-proposed method.
   b. If the laboratory is not certified for some or all of the proposed test measurements, the laboratory shall apply for certification within one month of Contract execution. Within six months of Contract execution, the laboratory shall be fully certified for all applicable matrix/method (or analytical technology)/analyte combinations to be performed. Regardless of when the laboratory receives certification, the laboratory must implement all applicable standards of the National Environmental Laboratory Accreditation Conference (NELAC) upon Contract execution.
   c. Laboratories shall maintain certification as specified in item 2.a above during the life of the Contract. Should certification for an analyte or test method be lost, all affected tests shall be immediately sub-contracted to a laboratory with current DoH ELCP certification in the appropriate matrix/method/analyte combination(s). The GRANTEE shall notify the DEP contract manager in writing before any change to a sub-contracted laboratory is made.
   d. A copy of the DoH ELCP Certificate and the associated list of specific fields of accreditation for each contracted or sub-contracted laboratory shall be provided to the DEP contract manager upon Contract execution or upon receiving DoH certification (see items 2.a and 2.b above).
   e. The GRANTEE shall ensure that an acceptable initial demonstration of capability (IDOC), as described in Appendix C of Chapter 5 of the NELAC Standards is performed. Each laboratory that performs any of the proposed matrix/method (or analytical technology)/analyte combination(s) must have the requisite IDOC documentation and supporting laboratory records. IDOCs shall be performed and shall meet the contract specified requirements for precision, accuracy, and the method detection limit (MDL) and/or practical quantitation limit(PQL) before the test procedure is used to generate data for this Contract. If requested by the Department, documentation that supports the IDOC shall be made available for review.
   f. When performance test samples are not required by DoH ELCP for certification, the laboratory shall obtain, analyze and evaluate performance test samples, standard reference materials (SRM) or other externally assayed quality control (QC) samples, hereinafter known collectively as quality control check (QCC) samples.
      (i) The laboratory shall ensure that the selected QCC samples(s) represent all matrix/method/analyte combinations that are not subject to certification requirements.
      (ii) These samples shall be analyzed at six-month intervals and the results shall be within the acceptable range established by the QCC sample provider.
      (iii) Before providing analytical services for this Contract, the laboratory must provide to the DEP contract manager the results of the QCC sample(s) and the associated acceptable range(s) as established by the QCC sample provider. The submitted results must be from QCC samples that have been completed within the previous six months prior to the submission date.
   g. Any non-standard laboratory procedures or methods that are proposed for use (i.e., those not approved by DEP for standard environmental analyses) shall be submitted for review and approval in accordance with DEP-QA-001/01, "New and Alternative Analytical Laboratory Methods," February 1, 2004. These procedures or methods shall be approved by the DEP contract manager before use under this Contract and must be cited or described in the required planning document (see Section 6).
   h. The GRANTEE shall ensure that Practical Quantitation Limits (PQLs) and Method Detection Limits (MDLs) are listed in the planning document (see Section 6).
   i. The GRANTEE shall ensure that the selected laboratory test methods listed in the planning document can provide results that meet the Contract data quality objectives.
   j. The GRANTEE shall ensure that all laboratory testing procedures follow the analytical methods as approved in the planning document (see Section 6).

k. The GRANTEE shall ensure that the all laboratory quality control measures for standard methods are consistent with Chapter 5 of the NELAC standards.
l. In addition, the GRANTEE shall ensure that the quality control requirements specified in the attached addenda are followed.
m. The GRANTEE shall ensure that all sample results are calculated according to the procedures specified in the analytical methods approved in the planning document.

3. **FIELD ACTIVITIES**
   a. "Sample" refers to samples that have been either collected or analyzed under the terms of this Contract.
   b. The GRANTEE shall ensure that all sample collection and field testing activities are performed in accordance with applicable Department "Standard Operating Procedures for Field Activities" (DEP-SOP-001/01, March 1, 2014). The specific standard operating procedures (SOPs) to be used for this Contract shall be cited in the planning document (see Section 6). SOPs for field sample collection or testing not included in the Department's SOPs shall be included or cited in the planning document.
   c. Any non-standard field procedure shall be submitted for review and approval to the DEP contract manager. All non-standard procedures and methods must be approved by the DEP contract manager before use under this Contract and must be cited or described in the planning document.
   d. Per the quality control measures outlined in DEP SOP FQ 1000, the GRANTEE shall ensure that the following field quality controls (and any additional quality control measures specified in the addenda) are incorporated into the project design for applicable test methods:
      (i) Matrix-Related Quality Controls - The GRANTEE shall ensure that the laboratory is provided with sufficient sample volume to analyze at least one set of matrix spikes and either matrix spike duplicates or laboratory duplicates as follows:
         (1) The first time a sample from a sample collection matrix (see Table FA 1000-1 in DEP SOP FA 1000) is collected;
         (2) One in each additional 20 samples of the sample collection matrix, after the first 20 samples; and
         (3) The last time samples are collected for the sample collection matrix.
      (ii) Field-Generated Quality Control (QC) Blanks – Blanks associated with field activities as defined in part FQ 1210 of DEP SOP FQ 1000 shall be collected according to the requirements of part FQ 1230.
         (1) If an analyte detected in the sample is also found in any field-generated QC blank that is associated with the sample, the GRANTEE shall investigate and attempt to determine the cause of the QC blank contamination. The outcome of this investigation shall be reported and shall include a discussion of the corrective measures taken to minimize future occurrences of QC blank contamination.
         (2) If an analyte detected in the sample is also found in any field-generated QC blank that is associated with the sample, the GRANTEE shall ensure that the analyte in any affected sample is reported as estimated ("G" data qualifier code, with a narrative explanation), unless the analyte concentration in the blank is ≤10% of the reported concentration in the associated sample.

4. **REPORTING, DOCUMENTATION AND RECORDS RETENTION**
   a. The GRANTEE shall ensure that all laboratory and field records applicable to the Contract, as outlined in Rules 62-160.240 and .340, F.A.C. are retained for a minimum of five years after the generation or completion of records.
   b. All field and laboratory records that are associated with work performed under this Contract shall be organized so that any information can be quickly and easily retrieved for inspection, copying or distribution.
   c. The GRANTEE shall ensure that all laboratory reports for standard methods are issued in accordance with NELAC requirements. These reports shall be submitted to the DEP contract manager and shall include the following information:
      - Laboratory sample identification (ID) and associated Field ID
      - Analytical/test method
      - Parameter/analyte name
      - Analytical result (including dilution factor)
      - Result unit
      - Applicable DEP Qualifiers per Table 1 of Chapter 62-160, F.A.C.
      - Result comment(s) to include corrective/preventive actions taken for any failed QC measure (e.g., QC sample, calibration failure) or other problem related to the analysis of the samples
      - Date and time of sample preparation (if applicable)

- Date and time of sample analysis
- Results of laboratory verification of field preservation
- Sample matrix
- DoH ELCP certification number for each laboratory (must be associated with the test result(s) generated by the laboratory)
- MDL, LOD or other defined limit of detection
- PQL, LOQ or other defined limit of quantification
- Sample type (such as blank type, duplicate type)
- Field and laboratory QC blank results:
  - Laboratory QC blank analysis results as required by the method, NELAC Chapter 5 and the planning document (see Section 6 below);
  - Field quality control results including field blanks, equipment blanks, and field duplicates (or replicates) as specified in the planning document (see Section 6)
- Results of sample matrix spikes, laboratory duplicates or matrix spike duplicates, as applicable
- Results of surrogate spike analyses (if performed)
- Results of laboratory control samples (LCS)
- Link between each reported quality control measure (e.g., QC blanks, matrix spikes, LCS, duplicates, calibration verification) and the associated sample result(s)
- Acceptance criteria used to evaluate each reported quality control measure

d. The GRANTEE shall ensure that the following field-related information is reported to the DEP contract manager:
- Site name and location information
- Field ID for each sample container and the associated analytes (test methods) for which the container was collected
- Date and time of sample collection
- Sample collection depth
- Sample collection method identified by the DEP SOP number, where applicable
- If performed, indicate samples that were filtered
- Field test measurement results:
  - DEP SOP number (FT-series), where applicable
  - Parameter name
  - Result
  - Result unit
  - Applicable Data Qualifiers per Table 1 of Chapter 62-160, F.A.C.
- Narrative comments discussing corrective/preventive actions taken for any failed QC measure (e.g., blank contamination, meter calibration failure, split sample results), unacceptable field measurement or other problems related to the sampling event.

e. The Department reserves the right to request some or all of the laboratory or field information in a specified format.

5. The GRANTEE shall submit the data electronically using the format identified in QAPP

6. **AUDITS**

a. AUDITS BY THE DEPARTMENT – Pursuant to Rule 62-160.650, F.A.C., the Department may conduct audits of field and/or laboratory activities. In addition to allowing Department representatives to conduct onsite audits, the GRANTEE, upon request by the Department, must provide all field and laboratory records pertinent to the contracted field and laboratory activities. If an audit by the Department results in a determination that the reported data are not usable for the purpose(s) or do not meet the data quality objectives specified by the Contract, the DEP contract manager shall pursue remedies available to the Department, including those outlined in Section 8 below.

b. PLANNING REVIEW AUDITS –

(i) Initial: Prior to the completion of the sampling and analysis events and after the second completed sampling and analysis event but no later than fourth, the GRANTEE and all associated subGRANTEEs shall review the planning document (see Section 6 below) relative to the completed field and laboratory activities to determine if the data quality objectives are being met, identify any improvements to be made to the process, and refine the sampling and/or analytical design or schedule. Within one month of the review, a summary of the review, including any corrective action plans or

amendments to the planning document, shall be sent to the DEP contract manager and a copy shall be maintained with the permanent project records.

(ii) Ongoing: Planning reviews as described in item (i) above shall occur annually, if applicable.

c. QUALITY SYSTEMS AUDITS – The GRANTEE and all subGRANTEEs shall ensure that any required laboratory and field quality system audits are performed according to the respective quality manuals or other relevant internal quality assurance documents for each contracted and sub-contracted entity. These audits shall be documented in the GRANTEE's and subcontractors' records.

d. STATEMENTS OF USABILITY – As a part of the audit process and the final report, the GRANTEE shall provide statements about data usability relative to the Contract Data Quality Objectives and Data Quality Indicators specified in the planning document, this attachment and the addenda.

(i) The GRANTEE shall ensure that all applicable data quality acceptance and usability criteria are listed in the planning document.

(ii) The GRANTEE shall ensure that the results of all quality control measures are evaluated according to the acceptance criteria listed in the planning document GRANTEE.

(iii) The GRANTEE shall ensure that all sample results are evaluated according to all applicable usability criteria specified in the planning document.

7. **PLANNING DOCUMENT**

a. The GRANTEE shall submit the planning document identified below to the DEP contract manager no later than 120 days prior to the commencement of field and laboratory activities. Failure to submit the planning document in this required timeframe shall result in a delay of approval to begin work until the document has been submitted to the Department and approved by the DEP contract manager. The document shall be submitted as a Quality Assurance Project Plan (QAPP). The plan shall be consistent with the EPA Document EPA-QA/R-5, EPA Requirements for Quality Assurance Project Plans, dated March 2001.

b. The GRANTEE and subGRANTEEs may submit a version of the planning document to the Department for approval no more than three times. If the GRANTEE fails to obtain approval for the planning document after the third (final) submission to the Department, the DEP contract manager may suspend or terminate the Contract.

c. The DEP Contract number shall appear on the title page of the submitted planning document. Within forty-five (45) days of receipt of the properly identified planning document by the Department, the Department shall review and either approve the planning document or provide comments to the GRANTEE and affected subGRANTEEs as to why the planning document is not approved. If further revisions are needed, the GRANTEE shall then have fifteen (15) days from the receipt of review comments to respond. The Department shall respond to all revisions to the planning document within thirty (30) days of receipt of any revisions.

d. If the review of the planning document by the Department is delayed, through no fault of the GRANTEE, beyond sixty (60) days after the planning document is received by the Department, the GRANTEE shall have the option, after the planning document is approved, of requesting and receiving an extension in the term of the Contract for a time period not to exceed the period of delayed review and approval. This option must be exercised at least sixty (60) days prior to the current termination date of the Contract.

e. Work may not begin for specific Contract tasks until approval (or conditional approval) has been received by the GRANTEE from the DEP contract manager. Sampling and analysis for the Contract may not begin until the planning document has been approved (or conditionally approved).

f. Once approved, the GRANTEE shall follow the protocols specified in the approved planning document including, but not limited to:

- Ensuring that all stated quality control measures are collected, analyzed and evaluated for acceptability;
- Using only the protocols approved in the planning document; and
- Using only the equipment approved in the planning document.

g. If any significant changes in procedures or test methods, changes in equipment, changes in subGRANTEE organizations or changes in key personnel occur, the GRANTEE shall submit appropriate revisions of the planning document to the DEP contract manager for review. The proposed revisions may not be implemented until they have been approved by the DEP contract manager. If the GRANTEE fails to submit the required revisions, the DEP contract manager may suspend or terminate the Contract. These amendments shall be

(i) Documented through written or electronic correspondence with the DEP contract manager and incorporated into the approved planning document.

8. **DELIVERABLES**
   a. The following lists the expected schedule for the deliverables that are associated with the Quality Assurance requirements of this Contract:
      (i) Copy of DoH ELCP Certificate(s) and the associated list(s) of specific fields of accreditation, per item 2.d above.
      (ii) Copies of the QCC sample results per item 2.f. above.
      (iii) Non-standard laboratory or field procedures – The GRANTEE shall submit to the DEP contract manager all required information necessary for review of non-standard procedures per items 2.g. and 3.c. above.
      (iv) Reports of planning review audits as specified in item 5.b. above.
      (v) Statements of Usability as specified in item 5.d. above.
      (vi) Planning document per Section 6, above.
9. **CONSEQUENCES**
   a. Failure to comply with any requirement of this attachment may result in:
      (i) Immediate termination of the Contract.
      (ii) Withheld payment for the affected activities.
      (iii) Contract suspension until the requirement(s) has been met.
      (iv) A request to refund already disbursed payments.
      (v) A request to redo work affected by the non-compliant activity.
      (vi) Other remedies available to the Department.

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DEP AGREEMENT NO. NS016

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
DIVISION OF WATER RESTORATION ASSISTANCE
GRANT AGREEMENT
PURSUANT TO LINE ITEM 1601 OF THE FY16-17 GENERAL APPROPRIATIONS ACT

THIS AGREEMENT is entered into pursuant to Section 215.971, Florida Statutes (F.S.), between the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, whose address is 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000 (hereinafter referred to as the "Department") and the CITY OF LEESBURG, whose address is 501 West Meadow Street, Leesburg, Florida 34748 (hereinafter referred to as "Grantee"), a local government, to provide financial assistance for the Heritage Estates Stormwater Park. Collectively, the Department and the Grantee shall be referred to as "Parties" or individually as a "Party".

In consideration of the mutual benefits to be derived herefrom, the Department and the Grantee do hereby agree as follows:

1. TERMS OF AGREEMENT:

The Grantee does hereby agree to perform in accordance with the terms and conditions set forth in this Agreement, **Attachment A**, **Grant Work Plan**, and all attachments and exhibits named herein which are attached hereto and incorporated by reference. For purposes of this Agreement, the terms "Grantee" and "Recipient" are used interchangeably.

2. PERIOD OF AGREEMENT:

This Agreement shall begin upon execution by both parties and shall remain in effect until April 30, 2019, inclusive. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement. This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.

3. FUNDING/CONSIDERATION/INVOICING:

A. As consideration for the satisfactory completion of services rendered by the Grantee under the terms of this Agreement, the Department shall pay the Grantee on a cost-reimbursement basis up to a maximum of $250,000 towards the total estimated project cost of $712,000. The parties hereto understand and agree that this Agreement requires at least a 65% match on the part of the Grantee. Therefore, the Grantee is responsible for providing $462,000 through cash or third party in-kind towards the work funded under this Agreement. It is understood that any additional funds necessary for the completion of this project are the responsibility of the Grantee. The Grantee will report a summary of project expenditures to the Department in the Final Report as required under Task 6 in Attachment A.

B. Prior written approval from the Department's Grant Manager shall be required for changes to this Agreement.

i. A Change Order to this Agreement is required when task timelines within the current authorized Agreement period change, and/or when the cumulative transfer of funds between approved budget categories, as defined in Attachment A, are less than ten percent (10%) of the total budget as last approved by the Department. All Change Orders are subject to the mutual agreement of both parties as evidenced in writing.

ii. A formal Amendment to this Agreement is required for changes which cause any of the following: an increase or decrease in the Agreement funding amount, a change in the Grantee's match requirements, a change in the expiration date of the Agreement, and/or changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment A, exceeds or is expected to exceed ten percent (10%) of the total budget as last approved by the Department. All Amendments are subject to the mutual agreement of both parties as evidenced in writing.

C. The Grantee shall be reimbursed on a cost reimbursement basis for all eligible project costs upon the completion, submittal and approval of each deliverable identified in **Attachment A**, in accordance with the schedule therein. Reimbursement shall be requested utilizing **Attachment B, Payment Request Summary Form**. To be eligible for reimbursement, costs must be in compliance with laws, rules and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: http://www.myfloridacfo.com/aadir/reference_guide/. All invoices for amounts due under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. A final payment request should be submitted to the Department no later than sixty (60) calendar days following the completion date of the Agreement, to assure the availability of funds for payment. All work performed pursuant to **Attachment A** must be performed on or before the completion date of the Agreement, and the subsequent sixty-day period merely allows the Grantee to finalize invoices and backup documentation to support the final payment request.

D. The State Chief Financial Officer requires detailed supporting documentation of all costs under a cost reimbursement agreement. The Grantee shall comply with the minimum requirements set forth in **Attachment C, Contract Payment Requirements**. The Payment Request Summary Form shall be accompanied by supporting documentation and other requirements as follows for each deliverable. Reimbursement shall be limited to the following budget categories:

i. Contractual (Subcontractors) – Reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from the Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the project. All multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If the Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, the Grantee shall be required to reimburse such funds to the Department within thirty (30) calendar days of written notification. Interest on the excessive charges shall be calculated based on the prevailing rate used by the State Board of Administration. Subcontracts, which involve equipment purchases as part of an installation/retrofit or that include infrastructure and/or infrastructure improvements, as defined in Florida Chief Financial Officer (CFO) Memorandum No. 5 (2011-2012), must be capitalized in accordance with Chapter 69I-72, Florida Administrative Code (F.A.C.). The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.

For fixed-price (vendor) subcontracts, the following provisions shall apply:

a. The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in **Attachment A**. Invoices submitted to the Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (i.e., Invitation to Bid or Request for Proposals) resulting in the fixed-price subcontract.

b. The Grantee may request approval from the Department to award a fixed-price subcontract resulting from procurement methods other than those identified in the paragraph above. In this instance, the Grantee shall request the advance written approval from the Department's Grant Manager of the fixed price negotiated by the Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of the Department Grant Manager's approval of the fixed-price amount, the Grantee may proceed in finalizing the fixed-price subcontract.

c. All subcontracts are subject to the provisions of paragraph 12 and any other appropriate provisions of this Agreement which affect subcontracting activities.

E. In addition to the invoicing requirements contained in paragraphs 3.C. and D. above, the Department will periodically request proof of a transaction (invoice, payroll register, etc.) to evaluate the appropriateness of costs to the Agreement pursuant to State and Federal guidelines (including cost allocation guidelines), as appropriate. This information, when requested, must be provided within thirty (30) calendar days of such request. The Grantee may also be required to submit a cost allocation plan to the Department in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). State guidelines for allowable costs can be found in the Department of Financial Services' Reference Guide for State Expenditures at http://www.myfloridacfo.com/aadir/reference_guide/.

F. i. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, the Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.

ii. If the Department finds that these funds have been commingled, the Department shall have the right to demand a refund, either in whole or in part, of the funds provided to the Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from the Department shall refund, and shall forthwith pay to the Department, the amount of money demanded by the Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from the Department by the Grantee to the date repayment is made by the Grantee to the Department.

iii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by the Department, from another source(s), the Grantee shall reimburse the Department for all recovered funds originally provided under this Agreement. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the payment(s) are recovered by the Grantee to the date repayment is made to the Department by the Grantee.

4. <u>ANNUAL APPROPRIATION</u>:

The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. The parties hereto understand that this Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and payment associated therewith may be rescinded with proper notice at the discretion of the Department if Legislative appropriations are reduced or eliminated.

5. REPORTS:

The Grantee shall utilize **Attachment D, Progress Report Form**, to describe the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly reports shall be submitted to the Department's Grant Manager no later than twenty (20) calendar days following the completion of the quarterly reporting period. It is hereby understood and agreed by the parties that the term "quarterly" shall reflect the calendar quarters ending March 31, June 30, September 30 and December 31. The Department's Grant Manager shall have thirty (30) calendar days to review the required reports and deliverables submitted by the Grantee.

6. RETAINAGE:

Retainage is not required under this Agreement.

7. INDEMNIFICATION:

Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, Florida Statutes. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract or this Agreement.

8. DEFAULT/TERMINATION/FORCE MAJEURE:

A. The Department may terminate this Agreement at any time if any warranty or representation made by Grantee in this Agreement or in its application for funding shall at any time be false or misleading in any respect, or in the event of the failure of the Grantee to fulfill any of its obligations under this Agreement. Prior to termination, the Department shall provide thirty (30) calendar days written notice of its intent to terminate and shall provide the Grantee an opportunity to consult with the Department regarding the reason(s) for termination.

B. The Department may terminate this Agreement for convenience by providing the Grantee with thirty (30) calendar day's written notice. If the Department terminates the Agreement for convenience, the Department shall notify the Grantee of such termination, with instructions as to the effective date of termination or specify the stage of work at which the Agreement is to be terminated. If the Agreement is terminated before performance is completed, the Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated.

C. If a force majeure occurs that causes delays or the reasonable likelihood of delay in the fulfillment of the requirements of this Agreement, the Grantee shall promptly notify the Department orally. Within seven (7) calendar days, the Grantee shall notify the Department in writing of the anticipated length and cause of the delay, the measures taken or to be taken to minimize the delay and the Grantee's intended timetable for implementation of such measures. If the parties agree that the delay or anticipated delay was caused, or will be caused by a force majeure, the Department may, at its discretion, extend the time for performance under this Agreement for a period of time equal to the delay resulting from the force majeure upon execution of an amendment to this Agreement. Such agreement shall be confirmed by letter from the Department accepting, or if necessary, modifying the extension. A force majeure shall be an act of God, strike, lockout, or other industrial disturbance, act of the public enemy, war, blockade, public riot, lightning, fire, flood, explosion, failure to receive timely necessary third party approvals through no fault of the Grantee, and any other cause, whether of the kind specifically enumerated herein or otherwise, that is not reasonably within the control of the Grantee and/or the Department. The Grantee is responsible for the performance of all services issued under this Agreement. Failure to perform by the Grantee's consultant(s) or subcontractor(s) shall not constitute a force majeure event.

9. REMEDIES/FINANCIAL CONSEQUENCES:

No payment will be made for deliverables deemed unsatisfactory by the Department. In the event that a deliverable is deemed unsatisfactory by the Department, the Grantee shall re-perform the services needed for submittal of a satisfactory deliverable, at no additional cost to the Department, within ten (10) calendar days of being notified of the unsatisfactory deliverable. If a satisfactory deliverable is not submitted within the specified timeframe, the Department may, in its sole discretion, either: 1) terminate this Agreement for failure to perform, or 2) the Department Grant Manager may, by letter specifying the failure of performance under this Agreement, request that a proposed Corrective Action Plan (CAP) be submitted by the Grantee to the Department. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.

A. A CAP shall be submitted within ten (10) calendar days of the date of the letter request from the Department. The CAP shall be sent to the Department Grant Manager for review and approval. Within ten (10) calendar days of receipt of a CAP, the Department shall notify the Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, the Grantee shall have ten (10) calendar days from receipt of the Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain the Department approval of a CAP as specified above shall result in the Department's termination of this Agreement for cause as authorized in this Agreement.

B. Upon the Department's notice of acceptance of a proposed CAP, the Grantee shall have ten (10) calendar days to commence implementation of the accepted plan. Acceptance of the proposed CAP by the Department does not relieve the Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, the Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by the Department or steps taken by the Grantee shall preclude the Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to the Department as requested by the Department Grant Manager.

C. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by the Department may result in termination of the Agreement.

The remedies set forth above are not exclusive and the Department reserves the right to exercise other remedies in addition to or in lieu of those set forth above, as permitted by the Agreement.

10. RECORD KEEPING/AUDIT:

A. The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event any work is subcontracted, the Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes.

B. The Grantee understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the Department's Inspector General in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its subcontracts issued under this Grant, if any, impose this requirement, in writing, on its subcontractors.

11. SPECIAL AUDIT REQUIREMENTS:

A. In addition to the requirements of the preceding paragraph, the Grantee shall comply with the applicable provisions contained in **Attachment E, Special Audit Requirements**, attached hereto

and made a part hereof. **Exhibit 1** to **Attachment E** summarizes the funding sources supporting the Agreement for purposes of assisting the Grantee in complying with the requirements of **Attachment E**. A revised copy of **Exhibit 1** must be provided to the Grantee for each amendment which authorizes a funding increase or decrease. If the Grantee fails to receive a revised copy of **Exhibit 1**, the Grantee shall notify the Department's Grants Development and Review Manager at (850) 245-2361 to request a copy of the updated information.

B. The Grantee is hereby advised that the Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. The Grantee shall consider the type of financial assistance (federal and/or state) identified in **Attachment E, Exhibit 1** when making its determination. For federal financial assistance, the Grantee shall utilize the guidance provided under 2 CFR §200.330 for determining whether the relationship represents that of a subrecipient or vendor. For state financial assistance, the Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website:

https:\\apps.fldfs.com\fsaa

The Grantee should confer with its chief financial officer, audit director or contact the Department for assistance with questions pertaining to the applicability of these requirements.

12. SUBCONTRACTS:

A. The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to paragraph 3.D. of this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement. The Grantee agrees to be responsible for the fulfillment of all work elements included in any subcontract and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the Grantee that the Department shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

B. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State of Florida. A list of minority owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.

13. PROHIBITED LOCAL GOVERNMENT CONSTRUCTION PREFERENCES:

A. Pursuant to Section 255.0991, F.S., for a competitive solicitation for construction services in which 50 percent or more of the cost will be paid from state-appropriated funds which have been appropriated at the time of the competitive solicitation, a state college, county, municipality, school district, or other political subdivision of the state may not use a local ordinance or regulation that provides a preference based upon:

i. The contractor's maintaining an office or place of business within a particular local jurisdiction;
ii. The contractor's hiring employees or subcontractors from within a particular local jurisdiction; or
iii. The contractor's prior payment of local taxes, assessments, or duties within a particular local jurisdiction.

B. For any competitive solicitation that meets the criteria in Paragraph A., a state college, county, municipality, school district, or other political subdivision of the state *shall disclose in the solicitation document* that any applicable local ordinance or regulation does not include any preference that is prohibited by Paragraph A.

14. LOBBYING PROHIBITION:

In accordance with Section 216.347, F.S., the Grantee is hereby prohibited from using funds provided by this Agreement for the purpose of lobbying the Legislature, the judicial branch or a state agency. Further, in accordance with Section 11.062, F.S., no state funds, exclusive of salaries, travel expenses, and per diem, appropriated to, or otherwise available for use by, any executive, judicial, or quasi-judicial department shall be used by any state employee or other person for lobbying purposes.

15. COMPLIANCE WITH LAW:

The Grantee shall comply with all applicable federal, state and local rules and regulations in providing services to the Department under this Agreement. The Grantee acknowledges that this requirement includes, but is not limited to, compliance with all applicable federal, state and local health and safety rules and regulations. The Grantee further agrees to include this provision in all subcontracts issued as a result of this Agreement.

16. NOTICE:

All notices and written communication between the parties shall be sent by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. Any and all notices required by this Agreement shall be delivered to the parties at the addresses identified under paragraph 17.

17. CONTACTS:

The Department's Grant Manager (which may also be referred to as the Department's Project Manager) at the time of execution for this Agreement is identified below:

Casey Marston, or Successor	
Florida Department of Environmental Protection	
Division of Water Restoration Assistance	
Nonpoint source Pollution Section	
3900 Commonwealth Blvd., MS# 3572	
Tallahassee, Florida 32399	
Telephone No.:	850-245-2949
E-mail Address:	Casey.marston@dep.state.fl.us

The Grantee's Grant Manager at the time of execution for this Agreement is identified below:

Darel Craine, or Successor	
City of Leesburg	
550 South 14th Street, P.O. Box 490630	
Leesburg, Florida, 34749-0630	
Telephone No.:	352-435-9442
Fax No.:	352-326-6619
E-mail Address:	Darel.Craine@Leesburgflorida.gov

In the event the Department's or the Grantee's Grant Manager changes, written notice by electronic mail with acknowledgement by the other party will be acceptable. Any subsequent Change Order or Amendment pursuant to paragraph 3.B should include the updated Grant Manager information.

18. INSURANCE:

A. Providing and maintaining adequate insurance coverage is a material obligation of the Grantee. This insurance must provide coverage for all claims that may arise from the performance of the work specified under this Agreement, whether such work is performed by the Grantee, any sub-grantee, or Grantee's contractors. Such insurance shall include the State of Florida, the Department, and the State of Florida Board of Trustees of the Internal Improvement Trust Fund, as Additional Insureds for the entire length of the Agreement.

B. Coverage may be by private insurance or self-insurance. The Grantee shall provide documentation of all required coverage to the Department's Grant Manager *prior to* performance of any work pursuant to this Agreement. All commercial insurance policies shall be with insurers licensed or eligible to do business in the State of Florida. The Grantee's current certificate of insurance shall contain a provision that the insurance will not be canceled for any reason except after thirty (30) calendar days' written notice (with the exception of non-payment of premium, which requires a 10-calendar-day notice) to the Department's Grant Manager. If the Grantee is self-funded for any category of insurance, then the Grantee shall provide documentation that warrants and represents that it is self-funded for said insurance, appropriate and allowable under Florida law, and that such self-insurance offers protection applicable to the Grantee's officers, employees, servants and agents while acting within the scope of their employment with the Grantee for the entire length of the Agreement.

C. During the life of this Agreement, the Grantee shall secure and maintain insurance coverages as specified below. In addition, the Grantee shall include these requirements in any sub grant or subcontract issued for the performance of the work specified under this Agreement, unless such sub grant or subcontractor employees are covered by the protection afforded by the Grantee.

i. Workers' Compensation Insurance is required for all employees connected with the work of this project. Any self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation law. In case any class of employees engaged in hazardous work under this Agreement is not protected under Workers' Compensation statutes, the Grantee shall provide proof of adequate insurance satisfactory to the Department, for the protection of its employees not otherwise protected.

ii. Commercial General Liability insurance is required, including bodily injury and property damage. The minimum limits of liability shall be $200,000 each individual's claim and $300,000 each occurrence.

iii. Commercial Automobile Liability insurance is required, for all claims which may arise from the services and/or operations under this Agreement, whether such services and/or operations are by the Grantee or any of its contractors. The minimum limits of liability shall be as follows:

$300,000	Automobile Liability Combined Single Limit for Company-Owned Vehicles, if applicable
$300,000	Hired and Non-owned Automobile Liability Coverage

iv. Other Insurance may be required if any work proceeds over or adjacent to water, including but not limited to Jones Act, Longshoreman's and Harbormaster's, or the inclusion of any applicable rider to worker's compensation insurance, and any necessary watercraft insurance, with limits of not less than $300,000 each. Questions concerning required

coverage should be directed to the U.S. Department of Labor (http://www.dol.gov/owcp/dlhwc/lscontac.htm) or to the parties' insurance carrier.

19. CONFLICT OF INTEREST:

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

20. EQUIPMENT:

Reimbursement for direct or indirect equipment purchases costing $1,000 or more is not authorized under the terms and conditions of this Agreement.

21. UNAUTHORIZED EMPLOYMENT:

The employment of unauthorized aliens by any Grantee/subcontractor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.

22. QUALITY ASSURANCE REQUIREMENTS:

If the Grantee's project involves environmentally-related measurements or data generation, the Grantee shall develop and implement quality assurance practices consisting of policies, procedures, specifications, standards, and documentation sufficient to produce data of quality adequate to meet project objectives and to minimize loss of data due to out-of-control conditions or malfunctions. All sampling and analyses performed under this Agreement must conform with the requirements set forth in Chapter 62-160, Florida Administrative Code, and the Quality Assurance Requirements for Department Agreements, attached hereto and made part hereof as **Attachment G, Quality Assurance Requirements for Contracts and Grants**.

23. DISCRIMINATION:

A. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.

B. An entity or affiliate who has been placed on the discriminatory vendor list pursuant to Section 287.134, F.S., may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and posts the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

24. LAND ACQUISITION:

Land acquisition is not authorized under the terms of this Agreement.

25. PHYSICAL ACCESS AND INSPECTION:

As applicable, Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, including by any of the following methods:

A. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;

B. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and

C. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

26. <u>PUBLIC RECORDS ACCESS:</u>

A. Grantee shall comply with Florida Public Records law under Chapter 119, F.S. Records made or received in conjunction with this Agreement are public records under Florida law, as defined in Section 119.011(12), F.S. Grantee shall keep and maintain public records required by the Department to perform the services under this Agreement.

B. This Agreement may be unilaterally canceled by the Department for refusal by the Grantee to either provide to the Department upon request, or to allow inspection and copying of all public records made or received by the Grantee in conjunction with this Agreement and subject to disclosure under Chapter 119, F.S., and Section 24(a), Article I, Florida Constitution.

C. If Grantee meets the definition of "Contractor" found in Section 119.0701(1)(a), F.S.; [i.e., an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency], then the following requirements apply:

i. Pursuant to Section 119.0701, F.S., a request to inspect or copy public records relating to this Agreement for services must be made directly to the Department. If the Department does not possess the requested records, the Department shall immediately notify the Grantee of the request, and the Grantee must provide the records to the Department or allow the records to be inspected or copied within a reasonable time. If Grantee fails to provide the public records to the Department within a reasonable time, the Grantee may be subject to penalties under s. 119.10, F.S.

ii. Upon request from the Department's custodian of public records, Grantee shall provide the Department with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

iii. Grantee shall identify and ensure that all public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Grantee does not transfer the records to the Department.

iv. Upon completion of the Agreement, Grantee shall transfer, at no cost to Department, all public records in possession of Grantee or keep and maintain public records required by the Department to perform the services under this Agreement. If the Grantee transfers all public records to the Department upon completion of the Agreement, the Grantee shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Grantee keeps and maintains public records upon completion of the Agreement, the Grantee shall meet all applicable requirements for retaining public records. All records that are stored electronically must be provided to Department, upon request from the Department's custodian of public records, in a format that is accessible by and compatible with the information technology systems of Department.

D. IF THE GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE GRANTEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS by telephone at (850) 245-2118, by email at ombudsman@dep.state.fl.us, **or at the mailing address below:**

Department of Environmental Protection
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Blvd, Mail Slot 49
Tallahassee, FL 32399

27. TERMINATION FALSE CERTIFICATION, SCRUTINIZED COMPANIES, BOYCOTTING:

Grantee certifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, F.S. In addition, Grantee agrees to observe the requirements of Section 287.135, F.S., for applicable sub-agreements entered into for the performance of work under this Agreement. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement for cause if the Grantee, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Grantee, its affiliates, or its subcontractors are placed on any applicable scrutinized companies list or engaged in prohibited contracting activity during the term of the Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

28. EXECUTION IN COUNTERPARTS:

This Agreement, and any Amendments or Change Orders thereto, may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

29. SEVERABILITY CLAUSE:

This Agreement has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. Any action hereon or in connection herewith shall be brought in Leon County, Florida.

30. ENTIRE AGREEMENT:

This Agreement represents the entire agreement of the parties. Any alterations, variations, changes, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly signed by each of the parties hereto, and attached to the original of this Agreement, unless otherwise provided herein.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed, the day and year last written below.

CITY OF LEESBURG

By:_____
*Signature of Person Authorized to Sign

_____
Print Name and Title of Authorized Person

Date:_____

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By:_____
Secretary or designee

_____
Print Name and Title of Authorized Person

Date:_____

Casey Marston, DEP Grant Manager

_____
QC Review by:

FEID No.: 59-6000362

*For Agreements with governmental boards/commissions: If someone other than the Chairman signs this Agreement, a resolution, statement or other document authorizing that person to sign the Agreement on behalf of the Grantee must accompany the Agreement.

List of attachments/exhibits included as part of this Agreement:

Specify Type	Letter/ Number	Description (include number of pages)
Attachment	A	Grant Work Plan (7 Pages)
Attachment	B	Payment Request Summary Form (8 Pages)
Attachment	C	Contract Payment Requirements (1 Page)
Attachment	D	Progress Report Form (1 Page)
Attachment	E	Special Audit Requirements (5 Pages)
Attachment	F	***Attachment Intentionally Excluded***
Attachment	G	Quality Assurance Requirements (5 Pages)

ATTACHMENT A
GRANT WORK PLAN

PROJECT TITLE: Heritage Estates Stormwater Park

PROJECT LOCATION: The Project will be located in the Heritage Estates neighborhood in the eastern part of the City of Leesburg in Lake County, Florida along a segment of abandoned rail right-of-way between South East Street and East Dixie Avenue (SR 44). See Exhibits 1 and 2 for a location map and layout plan.

PROJECT BACKGROUND: In 2014, the City of Leesburg (Grantee) completed a comprehensive Stormwater Master Plan (SWMP) which includes a listing of twelve (12) stormwater Best Management Practices projects. The projects are ranked for cost-effectiveness of nutrient removal based on comprehensive analysis and evaluation of stormwater flows from the entire downtown portion of the City. This project ranks fourth out of 12 on the list for cost-effectiveness of nutrient removal. This project is also included in the Department's list of future projects (Project Number HAR19) proposed by the City of Leesburg to reduce phosphorus loading in the Basin Management Action Plan of the Upper Ocklawaha River basin. The City applied for funding and was subsequently awarded $250,000 from the Department to span over fiscal years 2017-2018.

PROJECT DESCRIPTION: The Grantee will construct a series of three (3) dry retention swales with underdrains along a 1,200 foot length of abandoned railroad right-of-way located within the Heritage Estates neighborhood. The existing drainage system for the area consists of multiple storm sewer systems that discharge into the rail right-of-way and flow along a ditch that drains to a 24-inch cross drain under SR 44 and ultimately into Lake Harris. The existing ditch is deep and steep-sided, and will be replaced with shallow, wide, and grassed swales with 1:4 side slopes. The contributing area includes 42.2 acres of mostly residential area with curb and gutter, and with no stormwater treatment facilities. An additional 10.7 acres of contributing area drains through on-site stormwater ponds prior to entering the drainage system.

TASKS and DELIVERABLES:

Task 1: Design and Permitting
Task Description: The Grantee will complete the design of a series of three (3) dry retention swales with underdrains and obtain all necessary permits for construction of the project.

Deliverables: An electronic copy of the final design, including professional certification as applicable, and a list of all required permits identifying issue dates and issuing authorities submitted to the Department's Grant Manager. Upon request, the Grantee will provide copies of obtained permits or permit related correspondence or documentation and/or a paper copy of the final design.

Performance Standard: The Department's Grant Manager will review the deliverables to verify that they meet the specifications in the Grant Work Plan and this task description.

Task 2: Construction of Project
Task Description: The Grantee will construct a series of three (3) dry retention swales with underdrains in accordance with the final design(s) and required permits.

Deliverables: A series of three (3) dry retention swales with underdrains constructed as described in this task, as evidenced by: 1) Dated color photographs of the construction site(s) prior to, during, and immediately following completion of the construction task; 2) written verification that the Grantee has received record drawings and any required final inspection report(s) for the project; 3) signed acceptance of the completed work by the Grantee; and 4) signed statement from a Florida Licensed Professional Engineer indicating construction has been completed in accordance with the design.

Performance Standard: The Department's Grant Manager will review the deliverables to verify that they meet the specifications in the Grant Work Plan and this task description and that work is being performed in accordance with the Grantee's construction contract documents. Upon review and written approval by the Department's Grant Manager of all deliverables under this task, the Grantee may proceed with payment request submittal.

Payment Request Schedule: Grantee may submit a payment request for cost reimbursement upon completion of the task and Department approval of all associated task deliverables.

Task 3: Quality Assurance Project Plan
Task Description: The Grantee will prepare, submit, and receive approval on a Quality Assurance Project Plan (QAPP) prior to commencement of any monitoring associated with the project. The QAPP must specify the sampling procedures, locations, instruments, and parameters to be sampled. The Grantee will use the format provided by the Department's Grant Manager, if applicable.

Deliverable 3a: Draft QAPP submitted electronically in Word format to the Department's Grant Manager. Upon request, the Grantee will provide a paper copy of the Draft QAPP to the Department's Grant Manager.

Performance Standard: The Department's Grant Manager will ensure review of the draft QAPP for compliance with this Agreement and the quality assurance requirements, to ensure sufficient monitoring is planned to measure project effectiveness, and provide comments to the Grantee as needed prior to Final QAPP submittal.

Deliverable 3b: Final Department-approved QAPP submitted electronically in Word format to the Department's Grant Manager. Upon request, the Grantee will provide a paper copy of the Final QAPP to the Department's Grant Manager.

Performance Standard: The Department's Grant manager will review the Final QAPP to ensure that draft comments have been taken into consideration and the Final QAPP is in compliance with this Agreement, the quality assurance requirements and there is sufficient monitoring to measure project effectiveness..

Task 4: Monitoring
Task Description: The Grantee will conduct monitoring in accordance with the Department-approved QAPP for this project (see Task 3).

Deliverables: Summary of completed monitoring activities (dates completed, sampling conducted and any not conducted and why), monitoring results along with interpretation of those results (as expected or not as expected) submitted electronically, along with the draft or final (when submitting final request) laboratory report and sampling logs (must also have field and weather data) to the Department's Grant Manager. Upon request, the Grantee will provide a paper copy or copies to the Department's Grant Manager.

Performance Standard: The Department's Grant Manager will review the monitoring results for completion and compliance with QAPP requirements.

Additional Financial Consequences: Costs for any monitoring that is not completed as outlined in the Department-approved QAPP may be discounted if included in the payment request.

Task 5: Public Education
Task Description: The Grantee will provide public education information about the project and its environmental benefits in the following formats: 600 printed pamphlets to be distributed to fifth grade classes at the six (6) elementary schools in the City, project Public Service Announcement (PSA) to be broadcast on the local public television station, one (1) informational kiosk at project location, and field trips for the fifth grade classes at the six elementary schools in the City.

Deliverable 5a: 1) Copy of draft print-ready informational pamphlets submitted to the Department's Grant Manager for review and approval prior to final printing and distribution; 2) copy of the PSA submitted to the Department's Grant Manager for review and approval before airing and distribution; 3) copy of draft kiosk/sign(s) text and graphics submitted to the Department's Grant Manager for review and approval prior to final printing and distribution; and 4) draft materials for public presentations and educational meetings submitted to the Department's Grant Manager for review and approval prior to presentation and/or meetings are held. Deliverables should be submitted as electronic copies unless otherwise requested by the Department's Grant Manager.

Performance Standard: The Department's Grant Manager must approve draft materials prior to public distribution. The Department's Grant Manager will review the draft deliverables and provide comments to the Grantee as needed.

Deliverable 5b: 1) A copy of the final printed materials with **number distributed** and **where**; 2) Summary of airing dates for final approved PSA; 3) Dated photograph(s) of installed kiosk/sign(s) as approved; and 4) Copy of meeting or workshop notices, agenda(s), meeting minutes or notes. Deliverables should be submitted as electronic copies unless otherwise requested by the Department's Grant Manager.

Performance Standard: The Department's Grant manager will review the final deliverables to ensure the draft comments have been taken into consideration.

Task 6: Final Report
Task Description: The Grantee will prepare a Final Report summarizing the results of the project, including all tasks in the Grant Work Plan. The Final Report must include at a minimum:

- Project location and background, project description and timeline, grant award amount and anticipated benefits.
- Financial summary of actual costs versus the budget, along with any changes required to the budget. Include any match or locally pledged contributions provided, along with other related project work performed outside of this Agreement to identify the overall project cost.
- Discussion of project schedule versus actual completion, including changes required to the schedule, unexpected site conditions and adjustments, significant unexpected delays and corrections, and/or other significant deviations from the original project plan.
- Summary of activities completed as well as those not completed and why, as well as a brief summary of any additional phases yet to be completed.
- Photo documentation of work performed (before, during and after), appropriate figures (site location, site plan(s), etc.), appropriate tables summarizing data/information relevant to Grant Work Plan tasks, and appropriate attachments relevant to the project.
- Discussion of whether the anticipated benefits have been/will be realized (e.g., why a Best Management Practice (BMP) approach did or did not exceed the expected removal efficiency).

- Summary of monitoring activities completed and any not completed and why, monitoring results, and an interpretation of data based on planned versus realized results.

Deliverable 6a: An electronic copy of the draft Final Report in Word format submitted to the Department's Grant Manager for review prior to submission of the Final Report. Upon request, the Grantee will provide a paper copy of the draft Final Report.

Performance Standard: The Department's Grant Manager will review the submitted draft Final Report to verify that it meets the specifications in the Grant Work Plan and this task description, and provide any comments to the Grantee for incorporation into the Final Report.

Deliverable 6b: An electronic copy of the Final Report, with all suggested changes incorporated, in Word or PDF format submitted to the Department's Grant Manager for review and approval. Upon request, the Grantee will provide a paper copy of the Final Report.

Performance Standard: The Department's Grant manager will review the Final Report to ensure that draft comments have been taken into consideration and the Final Report is in compliance with this Agreement. Upon review and written approval by the Department's Grant Manager of the Final Report, the Grantee may proceed with payment request submittal for this task.

PROJECT TIMELINE: The tasks must be completed and all deliverables received by the corresponding task end date.

Task/ Deliverable No.		Task or Deliverable Title	Task Start Date	Task End Date	Deliverable Due Date/ Frequency
1		Design and Permitting	Upon Execution	October 6, 2016	October 6, 2016
2		Construction	Upon Execution	July 14, 2017	July 14, 2017
3		QAPP	Upon Execution	June 14, 2017	June 14, 2017
	3a	Draft QAPP		March 14, 2017	March 14, 2017
	3b	Final QAPP		June 14, 2017	June 14, 2017
4		Monitoring	Upon QAPP Approval	August 14, 2018	August 14, 2018
5		Public Education	Upon Execution	August 14, 2018	August 14, 2018
	5a	Draft Public Education		August 14, 2017	August 14, 2017
	5b	Final Public Education		November 14, 2017	November 14, 2017
6		Final Report	Upon Execution	October 13, 2018	October 13, 2018
	6a	Draft Final Report		August 14, 2018	August 14, 2018
	6b	Final Report		October 13, 2018	October 13, 2018

BUDGET DETAIL BY TASK:

Task No.	Budget Category	Budget Amount	Match Amount
1	Contractual Services	$0	$68,623.00
	Total for Task:	**$0**	**$68,623.00**
2	Contractual Services	$250,000	$349,377.00
	Total for Task	**$250,000**	**$349,377.00**
3	Contractual Services	$0	$5,000.00
	Total for Task	**$0**	**$5,000.00**
4	Contractual Services	$0	$20,000.00
	Total for Task:	**$0**	**$20,000.00**
5	Contractual Services	$0	$15,000.00
	Total for Task:	**$0**	**$15,000.00**
6	Contractual Services	$0	$4,000.00
	Total for Task:	**$0**	**$4,000.00**
	Percentage Match	**35%**	**65%**

PROJECT BUDGET SUMMARY: Cost reimbursable grant funding must not exceed the category totals for the project as indicated below. Match funding shall be provided in the categories indicated below.

Category Totals	Grant Funding, Not to Exceed, $	Match Funding, $
Contractual Services Total	$250,000	$462,000
Totals:	**$250,000**	**$462,000**
Percentage Match:	**35%**	**65%**

DRMP
ENGINEERS • SURVEYORS • PLANNERS • SCIENTISTS

December 2014

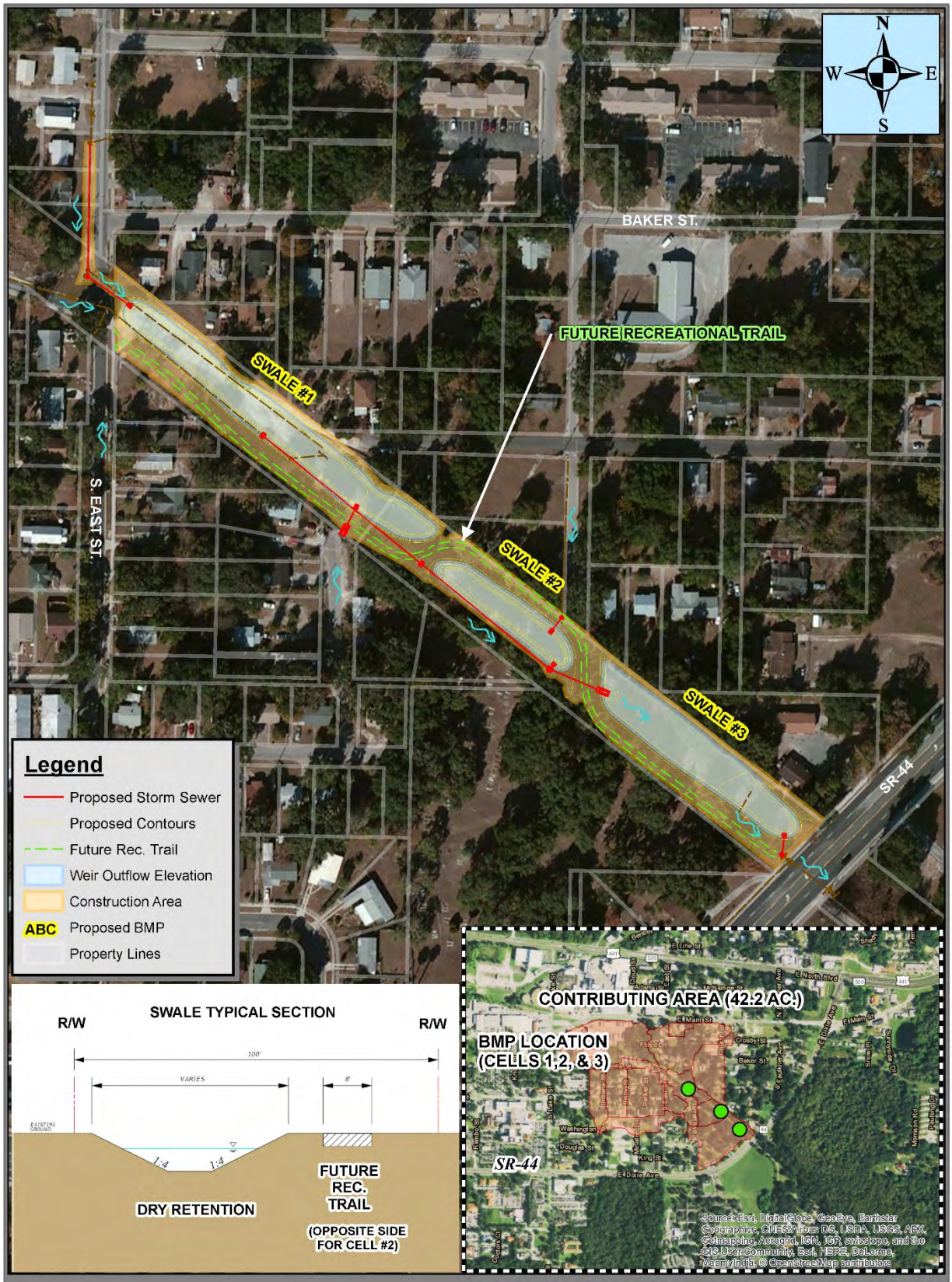
HERITAGE ESTATES LOCATION MAP

CITY OF LEESBURG STORMWATER MASTER BMP PLAN

LAKE COUNTY, FL

Exhibit 1

1 INCH = 1000 FEET



DRMP
ENGINEERS • SURVEYORS • PLANNERS • SCIENTISTS

March 2016

HERITAGE ESTATES STORMWATER PARK

CITY OF LEESBURG STORMWATER MASTER BMP PLAN

LAKE COUNTY, FL

Exhibit 2

1 INCH = 1500 FEET

ATTACHMENT B

PAYMENT REQUEST SUMMARY FORM

Payment Request No. _____ **DEP Agreement No.** _____ **Date** _____

Performance Period (*Start date - End date*): _____

Deliverables completed to support payment request (*attach additional pages as needed*):

Task/Deliverable Number(s): _____ **Task Budget Amount:** **$** _____ **-**

Grantee: _____
(Name & Mailing Address) _____
_____
_____

Grantee Contact: _____
(Name & Phone)

GRANT EXPENDITURES SUMMARY SECTION

CATEGORY OF EXPENDITURE *(As authorized)*	AMOUNT OF THIS REQUEST	TOTAL CUMULATIVE PAYMENT REQUESTS	MATCHING FUNDS FOR THIS REQUEST	TOTAL CUMULATIVE MATCHING FUNDS
Salaries/Wages	**$ -**	**$ -**	**$ -**	**$ -**
Fringe Benefits	**$ -**	**$ -**	**$ -**	**$ -**
Indirect Cost	**$ -**	**$ -**	**$ -**	**$ -**
Contractual (Subcontractors)	**$ -**	**$ -**	**$ -**	**$ -**
Travel	**$ -**	**$ -**	**$ -**	**$ -**
Equipment (Direct Purchases)	$ -	$ -	**$ -**	**$ -**
Rental/Lease of Equipment	**$ -**	**$ -**	**$ -**	**$ -**
Miscellaneous/Other Expenses	**$ -**	**$ -**	**$ -**	**$ -**
Land Acquisition	**$ -**	**$ -**	**$ -**	**$ -**
TOTAL AMOUNT	**$**	**$**	**$**	**$**
TOTAL BUDGET (ALL TASKS)	**$**		**$**	
Less Total Cumulative Payment Requests of:	**$**		**$**	
TOTAL REMAINING (ALL TASKS)	**$**		**$**	

GRANTEE CERTIFICATION

Complete Grantee's Certification of Payment Request on Page 2 to certify that the amount being requested for reimbursement above was for items that were charged to and utilized only for the above cited grant activities.

Grantee's Certification of Payment Request

I, _____, on behalf of

(Print name of Grantee's Grant Manager designated in the Agreement)

_____, do hereby certify for

(Print name of Grantee)

DEP Agreement No. _____ and Payment Request No. _____ that:

☑ The disbursement amount requested is for allowable costs for the project described in Attachment A of the Agreement.

☑ All costs included in the amount requested have been satisfactorily purchased, performed, received, and applied toward completing the project; such costs are documented by invoices or other appropriate documentation as required in the Agreement.

☑ The Grantee has paid such costs under the terms and provisions of contracts relating directly to the project; and the Grantee is not in default of any terms or provisions of the contracts.

Check all that apply:

☐ All permits and approvals required for the construction, which is underway, have been obtained.

☐ Construction up to the point of this disbursement is in compliance with the construction plans and permits.

☐ The Grantee's Grant Manager relied on certifications from the following professionals that provided services for this project during the time period covered by this Certification of Payment Request, and such certifications are included:

Professional Service Provider (Name / License No.)	Period of Service (mm/dd/yy – mm/dd/yy)

Grantee's Grant Manager's Signature	Grantee's Fiscal Agent Signature
Print Name	Print Name
Telephone Number	Telephone Number

INSTRUCTIONS FOR COMPLETING
PAYMENT REQUEST SUMMARY FORM

PAYMENT REQUEST NO.: This is the number of your payment request, not the quarter number.
DEP AGREEMENT NO.: This is the number on your grant agreement.
DATE: This is the date that you are submitting the payment request.
PERFORMANCE PERIOD: This is the beginning and ending date of the performance period for the Task/Deliverable that the request is for (this must be within the timeline shown for the Task/Deliverable in the Agreement).

TASK/DELIVERABLE NO.: Identify the number of the Task/Deliverable that you are requesting payment for and/or claiming match for (must agree with the current Grant Work Plan). *Note:* If payment request includes more than one Task/Deliverable, additional pages should identify each Task/Deliverable Number, its corresponding budget amount, and the amount requested.

TASK BUDGET AMOUNT: List the Task budget amount as identified in the Grant Work Plan for the corresponding Task/Delverable. *Note:* If payment request includes more than one Task/Deliverable, additional pages should identify each Task/Deliverable Number, its corresponding budget amount, and the amount requested.
GRANTEE: Enter the name of the Grantee's agency and the address to which you want the state warrant sent.

GRANTEE CONTACT: List the name and telephone number for the Grantee's grant manager or other point of contact regarding the payment request submittal.

GRANT EXPENDITURES SUMMARY SECTION:

"AMOUNT OF THIS REQUEST" COLUMN: Enter by authorized category of expenditure the amount for which you are requesting reimbursement for this task. This must agree with the currently approved budget in the current Grant Work Plan of your grant Agreement. Do not claim expenses in a budget category that does not have an approved budget. Do not claim items that are not specifically identified in the current Grant Work Plan. Enter the column total on the "*TOTAL AMOUNT*" line. Enter the amount of all Tasks on the "*TOTAL BUDGET (ALL TASKS)*" line. Enter the total cumulative amount of this request **and** all previous payments on the "*LESS TOTAL CUMULATIVE PAYMENT REQUESTS OF*" line. Deduct the "*LESS TOTAL CUMULATIVE PAYMENT REQUESTS OF*" from the "*TOTAL BUDGET (ALL TASKS)*" for the amount to enter on the "*TOTAL REMAINING (ALL TASKS)*" line.

"TOTAL CUMULATIVE PAYMENT REQUESTS" COLUMN: Enter the cumulative amounts that have been requested to date for reimbursement by budget category. The final request should show the total of all requests; first through the final request (this amount cannot exceed the approved budget amount for that budget category for the Task(s) you are reporting on). Enter the column total on the "*TOTAL PAYMENT REQUEST*" line. **Do not enter anything in the shaded areas.**

"MATCHING FUNDS" COLUMN: Enter the amount to be claimed as match for the performance period for the Task(s) you are reporting on. This needs to be shown under specific budget categories according to the currently approved Grant Work Plan. Enter the total on the "*TOTAL AMOUNT*" line for this column. Enter the match budget amount on the "*TOTAL BUDGET (ALL TASKS)*" line for this column. Enter the total cumulative amount of this and any previous match claimed on the "*LESS TOTAL CUMULATIVE PAYMENTS OF*" line for this column. Deduct the "*LESS TOTAL CUMULATIVE PAYMENTS OF*" from the "*TOTAL BUDGET (ALL TASKS)*" for the amount to enter on the "*TOTAL REMAINING (ALL TASKS)*" line.

"TOTAL CUMULATIVE MATCHING FUNDS" COLUMN: Enter the cumulative amounts you have claimed to date for match by budget category. Put the total of all on the line titled "*TOTAL PAYMENT REQUEST*." The final request should show the total of all claims, first claim through the final claim, etc. **Do not enter anything in the shaded areas.**

GRANTEE'S CERTIFICATION: Check all boxes that apply. Identify any licensed professional service providers that certified work or services completed during the period included in the request for payment. **Must be signed by both the Grantee's Grant Manager as identified in the grant agreement and the Grantee's Fiscal Agent.**

Documentation for match claims must meet the same requirements as those expenditures for reimbursement.

INVOICE SUMMARY INFORMATION

Contract #:

Grantee:

Payment Request #:

Complete the table below. Use the drop down lists to add categories. Enter one Task number per row and one Category per column.

Select only the categories that are in the contract task budget.

Also complete the ***Contractual Detail*** spreadsheet if the contractual category is funded in the Agreement/Task.
Also, complete the ***Equip-Supplies-Expense*** spreadsheet if the contractual category is funded in the Agreement/Task.
Also complete the ***Salary/Fringe Detail*** spreadsheet if the salary and fringe categories are funded in the Agreement/Task.
*Include the match amount if match is required in the Agreement and is included in the invoice.
Formulas are included in some of the spreadsheet cells, denoted with "$ - " .

		Provide Reimbursement Request Amounts by Category					**Provide Amounts to Credit Towards Match by Category***				
		Select one budget category per column using the drop down lists					**Select one budget category per column using the drop down lists**				
Task/ Deliverable #	**Performance Period - Date Range**	**Click here for drop down list**	**Click here for drop down list**	**Click here for drop down list**	**Click here for drop down list**	**Click here for drop down list**	**Click here for drop down list**	**Click here for drop down list**	**Click here for drop down list**	**Click here for drop down list**	**Comments**
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
Total Reimbursement Request:		$ -									
Total Amount to Credit to Match:		$ -									

Budget Category Options:

Contractual
Supplies/Expense
Equipment
Salary
Fringe
Travel
Indirect
Land

CONTRACTUAL DETAIL

Complete one table per Task containing Contractual Reimbursement Requests
Add rows as needed for each table. Add tables as needed, if more than two tasks are in the invoice.
Enter the contractual sum for each task into the Invoice Summary spreadsheet.
*Include the match amount if match is required in the Agreement and is included in the invoice.

Task/Deliverable #:

Performance Period - Date Range	Sub-contractor Name	Subcontractor Invoice Number	Sub-contractor Invoice Date	Check Number	Check Amount	Amount requested for reimbursement	Amount to credit towards Match*	Comments
				Contractual Total for Task #___ :		$ -	$ -	

Task/Deliverable #:

Performance Period - Date Range	Sub-contractor Name	Subcontractor Invoice Number	Sub-contractor Invoice Date	Check Number	Check Amount	Amount requested for reimbursement	Amount to credit towards Match*	Comments
				Contractual Total for Task #___ :		$ -	$ -	

EQUIPMENT AND SUPPLY/EXPENSE DETAIL

Complete one table for each task containing Equipment and Supply/Expense Reimbursement Requests
Add rows as needed for each table. Add tables as needed, if more than two tasks are in the invoice.
Enter the Equiment and Supplies/Expense sums for each task into the Invoice Summary spreadsheet.
*Include the match amount if match is required in the Agreement and is included in the invoice.

Task/Deliverable #:

						Supplies/Expense	Equipment	Supplies/Expense	Equipment	
Performance Period - Date Range	Vendor Name	Invoice/Receipt Number	Invoice/Receipt Date	Check Number	Check Amount	Amount requested for reimbursement	Amount Requested for Reimbursement	Amount to credit towards Match*	Amount to credit towards Match*	Comments
					Totals:	$ -	$ -	$ -	$ -	

Task/Deliverable #:

						Supplies/Expense	Equipment	Supplies/Expense	Equipment	
Performance Period - Date Range	Vendor Name	Invoice/Receipt Number	Invoice/Receipt Date	Check Number	Check Amount	Amount requested for reimbursement	Amount Requested for Reimbursement	Amount to credit towards Match*	Amount to credit towards Match*	Comments
					Totals:	$ -	$ -	$ -	$ -	

SALARY AND FRINGE DETAIL

Complete one table for each task containing Salary and Fringe Reimbursement Requests
Add rows as needed for each table. Add tables as needed, if more than two tasks are in the invoice.
Enter the Salary and Fringe sums for each task into the Invoice Summary spreadsheet.
*Include the match amount if match is required in the Agreement and is included in the invoice.

Task/Deliverable #:

Position Title	Employee Name	Performance Period - Date Range	Hourly Wage	Fringe Rate (%)	No. Hours Worked for reimbursement	Salary Amount per employee for reimbursement	Fringe Amount per employee for reimbursement	No. hours worked for match	Salary to credit towards Match*	Fringe to credit towards Match*
						$ -	$ -		$ -	$ -
						$ -	$ -		$ -	$ -
						$ -	$ -		$ -	$ -
						$ -	$ -		$ -	$ -
						$ -	$ -		$ -	$ -
						$ -	$ -		$ -	$ -
						$ -	$ -		$ -	$ -
						$ -	$ -		$ -	$ -
						$ -	$ -		$ -	$ -
						$ -	$ -		$ -	$ -
				Totals for Task#_____		$ -	$ -		$ -	$ -

Task/Deliverable #:

Position Title	Employee Name	Performance Period - Date Range	Hourly Wage	Fringe Rate (%)	No. Hours Worked for reimbursement	Salary Amount per employee for reimbursement	Fringe Amount per employee for reimbursement	No. hours worked for match	Salary to credit towards Match*	Fringe to credit towards Match*
						$ -	$ -		$ -	$ -
						$ -	$ -		$ -	$ -
						$ -	$ -		$ -	$ -
						$ -	$ -		$ -	$ -
						$ -	$ -		$ -	$ -
						$ -	$ -		$ -	$ -
						$ -	$ -		$ -	$ -
						$ -	$ -		$ -	$ -
						$ -	$ -		$ -	$ -
						$ -	$ -		$ -	$ -
				Totals for Task#		$ -	$ -		$ -	$ -

Instructions for Completing Request for Payment - Part II

Include the Grantee Name, Payment Request No., and DEP Agreement Number. List vendor invoices that are associated with the Project by Task/Deliverable.

1 **Invoice Amount:** Amount of Invoice being submitted for reimbursement.

2 **Local Share or Other Funding or Amount Not Requested**: Portion of invoice paid for by Grantee.

3 **Requested Amount**: Subtract Grantee's Local Share or Other Funding or Amount Not Requested **(2)** from Invoice Amount **(1)**.

4 **Deliverable Number:** Must identify completed deliverable(s) for each invoice. If invoice covers multiple deliverables, that invoice would be listed multiple times, a line item for each deliverable with any portion not applicable to that Task/Deliverable identified under (**2**).

Submittal Instructions

Instructions for E-mailing:

The program now accepts reimbursement requests electronically. When scanning please be sure that the minimum scan resolution must be 300 DPI (dots per inch). When reimbursement requests are sent electronically, please do not also send a hard copy by postal mail.

Remit Payment Request by E-mail to the Department's Grant Manager

Be sure the E-mail payment request includes the following:

Subject: Project Number_Disbursement Number: example – LP14025_Disb_1

Attachments:

1) Attachment B Payment Request Summary
2) Request for Payment Part II Reimbursement Detail
3) Copies of invoices
4) Other supporting documentation, as needed

For questions or concerns regarding these forms or if you would like the payment request forms listed above in electronic format please contact the Department's Grant Manager.

Budget Category Options:

Click here for drop down list
Contractual
Supplies/Expense
Equipment
Salary
Fringe
Travel
Indirect
Land

ATTACHMENT C

Contract Payment Requirements
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation must be provided for each amount for which reimbursement is being claimed indicating that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved contract budget should be reimbursed.

Listed below are examples of the types of documentation representing the minimum requirements:

(1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

(2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

(3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.

(4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

(5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

(6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address: http://www.fldfs.com/aadir/reference_guide.htm

ATTACHMENT D

PROGRESS REPORT FORM

DEP Agreement No.:	NS016		
Grantee Name:			
Grantee Address:			
Grantee's Grant Manager:		**Telephone No.:**	
Reporting Period:			
Project Number and Title:			

Provide the following information for all tasks and deliverables identified in the Grant Work Plan: a summary of project accomplishments for the reporting period; a comparison of actual accomplishments to goals for the period; if goals were not met, provide reasons why; provide an update on the estimated time for completion of the task and an explanation for any anticipated delays and identify by task.
NOTE: Use as many pages as necessary to cover all tasks in the Grant Work Plan.

<u>The following format should be followed:</u>
Task 1:
Progress for this reporting period:
Identify any delays or problems encountered:

This report is submitted in accordance with the reporting requirements of DEP Agreement No. NS016 and accurately reflects the activities associated with the project.

_____ _____
Signature of Grantee's Grant Manager Date

ATTACHMENT E

SPECIAL AUDIT REQUIREMENTS

The administration of resources awarded by the Department of Environmental Protection *(which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the contract/agreement*) to the recipient *(which may be referred to as the "Contractor", Grantee" or other name in the contract/agreement)* may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133, as revised, 2 CFR Part 200, Subpart F, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, and/or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised (for fiscal year start dates prior to December 26, 2014), or as defined in 2 CFR §200.330 (for fiscal year start dates after December 26, 2014).

1. In the event that the recipient expends $500,000 ($750,000 for fiscal year start dates after December 26, 2014) or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of Environmental Protection. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, will meet the requirements of this part.

2. In connection with the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F.

3. If the recipient expends less than $500,000 (or $750,000, as applicable) in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, is not required. In the event that the recipient expends less than $500,000 (or $750,000, as applicable) in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).

4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at **www.cfda.gov**

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2)(n), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Attachment indicates state financial assistance awarded through the Department of Environmental Protection by this Agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than $750,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than $750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at https://apps.fldfs.com/fsaa for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at http://www.leg.state.fl.us/Welcome/index.cfm, State of Florida's website at http://www.myflorida.com/, Department of Financial Services' Website at http://www.fldfs.com/ and the Auditor General's Website at http://www.state.fl.us/audgen.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F and required by PART I of this Attachment shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised, and 2 CFR §200.501(a) (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, and 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at http://harvester.census.gov/facweb/

C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised, and 2 CFR §200.512.

2. Pursuant to Section .320(f), OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, the recipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, and any management letters issued by the auditor, to the Department of Environmental Protection at one the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

3. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

B. The Auditor General's Office at the following address:

State of Florida Auditor General
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

4. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

5. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

6. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with OMB Circular A-133, as revised and 2 CFR Part 200, Subpart F, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of **5** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **3** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program Number	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program Number	Funding Source	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	General Revenue Fund, Line Item 1601	2016-2017	37.039	Statewide Surface Water Restoration and Wastewater Projects	$250,000	140076

Total Award	$250,000	

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [www.cfda.gov] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/searchCatalog.aspx]. The services/purposes for which the funds are to be used are included in the Contract scope of services/work. Any match required by the recipient is clearly indicated in the Contract.

ATTACHMENT G
QUALITY ASSURANCE REQUIREMENTS

1. All sampling and analyses performed under this Contract must conform to the requirements set forth in Chapter 62-160, Florida Administrative Code (F.A.C.) and "Requirements for Field and Analytical Work performed for the Department of Environmental Protection under Contract" (DEP-QA-002/02), February 2002.
2. **LABORATORIES**
   a. The GRANTEE shall ensure that all standard laboratory testing activities are performed by laboratories certified by the Florida Department of Health Environmental Laboratory Certification Program (DoH ELCP) for all applicable matrix/method/analyte combinations to be measured. For non-potable water matrix, the certification requirement is considered satisfied if the laboratory is certified for the contracted analyte in at least one method that uses the same analytical technology as the contract-proposed method.
   b. If the laboratory is not certified for some or all of the proposed test measurements, the laboratory shall apply for certification within one month of Contract execution. Within six months of Contract execution, the laboratory shall be fully certified for all applicable matrix/method (or analytical technology)/analyte combinations to be performed. Regardless of when the laboratory receives certification, the laboratory must implement all applicable standards of the National Environmental Laboratory Accreditation Conference (NELAC) upon Contract execution.
   c. Laboratories shall maintain certification as specified in item 2.a above during the life of the Contract. Should certification for an analyte or test method be lost, all affected tests shall be immediately sub-contracted to a laboratory with current DoH ELCP certification in the appropriate matrix/method/analyte combination(s). The GRANTEE shall notify the DEP contract manager in writing before any change to a sub-contracted laboratory is made.
   d. A copy of the DoH ELCP Certificate and the associated list of specific fields of accreditation for each contracted or sub-contracted laboratory shall be provided to the DEP contract manager upon Contract execution or upon receiving DoH certification (see items 2.a and 2.b above).
   e. The GRANTEE shall ensure that an acceptable initial demonstration of capability (IDOC), as described in Appendix C of Chapter 5 of the NELAC Standards is performed. Each laboratory that performs any of the proposed matrix/method (or analytical technology)/analyte combination(s) must have the requisite IDOC documentation and supporting laboratory records. IDOCs shall be performed and shall meet the contract specified requirements for precision, accuracy, and the method detection limit (MDL) and/or practical quantitation limit(PQL) before the test procedure is used to generate data for this Contract. If requested by the Department, documentation that supports the IDOC shall be made available for review.
   f. When performance test samples are not required by DoH ELCP for certification, the laboratory shall obtain, analyze and evaluate performance test samples, standard reference materials (SRM) or other externally assayed quality control (QC) samples, hereinafter known collectively as quality control check (QCC) samples.
      (i) The laboratory shall ensure that the selected QCC samples(s) represent all matrix/method/analyte combinations that are not subject to certification requirements.
      (ii) These samples shall be analyzed at six-month intervals and the results shall be within the acceptable range established by the QCC sample provider.
      (iii) Before providing analytical services for this Contract, the laboratory must provide to the DEP contract manager the results of the QCC sample(s) and the associated acceptable range(s) as established by the QCC sample provider. The submitted results must be from QCC samples that have been completed within the previous six months prior to the submission date.
   g. Any non-standard laboratory procedures or methods that are proposed for use (i.e., those not approved by DEP for standard environmental analyses) shall be submitted for review and approval in accordance with DEP-QA-001/01, "New and Alternative Analytical Laboratory Methods," February 1, 2004. These procedures or methods shall be approved by the DEP contract manager before use under this Contract and must be cited or described in the required planning document (see Section 6).
   h. The GRANTEE shall ensure that Practical Quantitation Limits (PQLs) and Method Detection Limits (MDLs) are listed in the planning document (see Section 6).
   i. The GRANTEE shall ensure that the selected laboratory test methods listed in the planning document can provide results that meet the Contract data quality objectives.
   j. The GRANTEE shall ensure that all laboratory testing procedures follow the analytical methods as approved in the planning document (see Section 6).

k. The GRANTEE shall ensure that the all laboratory quality control measures for standard methods are consistent with Chapter 5 of the NELAC standards.
l. In addition, the GRANTEE shall ensure that the quality control requirements specified in the attached addenda are followed.
m. The GRANTEE shall ensure that all sample results are calculated according to the procedures specified in the analytical methods approved in the planning document.

3. **FIELD ACTIVITIES**
   a. "Sample" refers to samples that have been either collected or analyzed under the terms of this Contract.
   b. The GRANTEE shall ensure that all sample collection and field testing activities are performed in accordance with applicable Department "Standard Operating Procedures for Field Activities" (DEP-SOP-001/01, March 1, 2014). The specific standard operating procedures (SOPs) to be used for this Contract shall be cited in the planning document (see Section 6). SOPs for field sample collection or testing not included in the Department's SOPs shall be included or cited in the planning document.
   c. Any non-standard field procedure shall be submitted for review and approval to the DEP contract manager. All non-standard procedures and methods must be approved by the DEP contract manager before use under this Contract and must be cited or described in the planning document.
   d. Per the quality control measures outlined in DEP SOP FQ 1000, the GRANTEE shall ensure that the following field quality controls (and any additional quality control measures specified in the addenda) are incorporated into the project design for applicable test methods:
      (i) Matrix-Related Quality Controls - The GRANTEE shall ensure that the laboratory is provided with sufficient sample volume to analyze at least one set of matrix spikes and either matrix spike duplicates or laboratory duplicates as follows:
         (1) The first time a sample from a sample collection matrix (see Table FA 1000-1 in DEP SOP FA 1000) is collected;
         (2) One in each additional 20 samples of the sample collection matrix, after the first 20 samples; and
         (3) The last time samples are collected for the sample collection matrix.
      (ii) Field-Generated Quality Control (QC) Blanks – Blanks associated with field activities as defined in part FQ 1210 of DEP SOP FQ 1000 shall be collected according to the requirements of part FQ 1230.
         (1) If an analyte detected in the sample is also found in any field-generated QC blank that is associated with the sample, the GRANTEE shall investigate and attempt to determine the cause of the QC blank contamination. The outcome of this investigation shall be reported and shall include a discussion of the corrective measures taken to minimize future occurrences of QC blank contamination.
         (2) If an analyte detected in the sample is also found in any field-generated QC blank that is associated with the sample, the GRANTEE shall ensure that the analyte in any affected sample is reported as estimated ("G" data qualifier code, with a narrative explanation), unless the analyte concentration in the blank is ≤10% of the reported concentration in the associated sample.

4. **REPORTING, DOCUMENTATION AND RECORDS RETENTION**
   a. The GRANTEE shall ensure that all laboratory and field records applicable to the Contract, as outlined in Rules 62-160.240 and .340, F.A.C. are retained for a minimum of five years after the generation or completion of records.
   b. All field and laboratory records that are associated with work performed under this Contract shall be organized so that any information can be quickly and easily retrieved for inspection, copying or distribution.
   c. The GRANTEE shall ensure that all laboratory reports for standard methods are issued in accordance with NELAC requirements. These reports shall be submitted to the DEP contract manager and shall include the following information:
      - Laboratory sample identification (ID) and associated Field ID
      - Analytical/test method
      - Parameter/analyte name
      - Analytical result (including dilution factor)
      - Result unit
      - Applicable DEP Qualifiers per Table 1 of Chapter 62-160, F.A.C.
      - Result comment(s) to include corrective/preventive actions taken for any failed QC measure (e.g., QC sample, calibration failure) or other problem related to the analysis of the samples
      - Date and time of sample preparation (if applicable)

- Date and time of sample analysis
- Results of laboratory verification of field preservation
- Sample matrix
- DoH ELCP certification number for each laboratory (must be associated with the test result(s) generated by the laboratory)
- MDL, LOD or other defined limit of detection
- PQL, LOQ or other defined limit of quantification
- Sample type (such as blank type, duplicate type)
- Field and laboratory QC blank results:
  - Laboratory QC blank analysis results as required by the method, NELAC Chapter 5 and the planning document (see Section 6 below);
  - Field quality control results including field blanks, equipment blanks, and field duplicates (or replicates) as specified in the planning document (see Section 6)
- Results of sample matrix spikes, laboratory duplicates or matrix spike duplicates, as applicable
- Results of surrogate spike analyses (if performed)
- Results of laboratory control samples (LCS)
- Link between each reported quality control measure (e.g., QC blanks, matrix spikes, LCS, duplicates, calibration verification) and the associated sample result(s)
- Acceptance criteria used to evaluate each reported quality control measure

d. The GRANTEE shall ensure that the following field-related information is reported to the DEP contract manager:
- Site name and location information
- Field ID for each sample container and the associated analytes (test methods) for which the container was collected
- Date and time of sample collection
- Sample collection depth
- Sample collection method identified by the DEP SOP number, where applicable
- If performed, indicate samples that were filtered
- Field test measurement results:
  - DEP SOP number (FT-series), where applicable
  - Parameter name
  - Result
  - Result unit
  - Applicable Data Qualifiers per Table 1 of Chapter 62-160, F.A.C.
- Narrative comments discussing corrective/preventive actions taken for any failed QC measure (e.g., blank contamination, meter calibration failure, split sample results), unacceptable field measurement or other problems related to the sampling event.

e. The Department reserves the right to request some or all of the laboratory or field information in a specified format.

5. The GRANTEE shall submit the data electronically using the format identified in QAPP

6. **AUDITS**

a. AUDITS BY THE DEPARTMENT – Pursuant to Rule 62-160.650, F.A.C., the Department may conduct audits of field and/or laboratory activities. In addition to allowing Department representatives to conduct onsite audits, the GRANTEE, upon request by the Department, must provide all field and laboratory records pertinent to the contracted field and laboratory activities. If an audit by the Department results in a determination that the reported data are not usable for the purpose(s) or do not meet the data quality objectives specified by the Contract, the DEP contract manager shall pursue remedies available to the Department, including those outlined in Section 8 below.

b. PLANNING REVIEW AUDITS –

(i) Initial: Prior to the completion of the sampling and analysis events and after the second completed sampling and analysis event but no later than fourth, the GRANTEE and all associated subGRANTEEs shall review the planning document (see Section 6 below) relative to the completed field and laboratory activities to determine if the data quality objectives are being met, identify any improvements to be made to the process, and refine the sampling and/or analytical design or schedule. Within one month of the review, a summary of the review, including any corrective action plans or

amendments to the planning document, shall be sent to the DEP contract manager and a copy shall be maintained with the permanent project records.

(ii) Ongoing: Planning reviews as described in item (i) above shall occur annually, if applicable.

c. QUALITY SYSTEMS AUDITS – The GRANTEE and all subGRANTEEs shall ensure that any required laboratory and field quality system audits are performed according to the respective quality manuals or other relevant internal quality assurance documents for each contracted and sub-contracted entity. These audits shall be documented in the GRANTEE's and subcontractors' records.

d. STATEMENTS OF USABILITY – As a part of the audit process and the final report, the GRANTEE shall provide statements about data usability relative to the Contract Data Quality Objectives and Data Quality Indicators specified in the planning document, this attachment and the addenda.

(i) The GRANTEE shall ensure that all applicable data quality acceptance and usability criteria are listed in the planning document.

(ii) The GRANTEE shall ensure that the results of all quality control measures are evaluated according to the acceptance criteria listed in the planning document GRANTEE.

(iii) The GRANTEE shall ensure that all sample results are evaluated according to all applicable usability criteria specified in the planning document.

7. **PLANNING DOCUMENT**

a. The GRANTEE shall submit the planning document identified below to the DEP contract manager no later than 120 days prior to the commencement of field and laboratory activities. Failure to submit the planning document in this required timeframe shall result in a delay of approval to begin work until the document has been submitted to the Department and approved by the DEP contract manager. The document shall be submitted as a Quality Assurance Project Plan (QAPP). The plan shall be consistent with the EPA Document EPA-QA/R-5, EPA Requirements for Quality Assurance Project Plans, dated March 2001.

b. The GRANTEE and subGRANTEEs may submit a version of the planning document to the Department for approval no more than three times. If the GRANTEE fails to obtain approval for the planning document after the third (final) submission to the Department, the DEP contract manager may suspend or terminate the Contract.

c. The DEP Contract number shall appear on the title page of the submitted planning document. Within forty-five (45) days of receipt of the properly identified planning document by the Department, the Department shall review and either approve the planning document or provide comments to the GRANTEE and affected subGRANTEEs as to why the planning document is not approved. If further revisions are needed, the GRANTEE shall then have fifteen (15) days from the receipt of review comments to respond. The Department shall respond to all revisions to the planning document within thirty (30) days of receipt of any revisions.

d. If the review of the planning document by the Department is delayed, through no fault of the GRANTEE, beyond sixty (60) days after the planning document is received by the Department, the GRANTEE shall have the option, after the planning document is approved, of requesting and receiving an extension in the term of the Contract for a time period not to exceed the period of delayed review and approval. This option must be exercised at least sixty (60) days prior to the current termination date of the Contract.

e. Work may not begin for specific Contract tasks until approval (or conditional approval) has been received by the GRANTEE from the DEP contract manager. Sampling and analysis for the Contract may not begin until the planning document has been approved (or conditionally approved).

f. Once approved, the GRANTEE shall follow the protocols specified in the approved planning document including, but not limited to:

- Ensuring that all stated quality control measures are collected, analyzed and evaluated for acceptability;
- Using only the protocols approved in the planning document; and
- Using only the equipment approved in the planning document.

g. If any significant changes in procedures or test methods, changes in equipment, changes in subGRANTEE organizations or changes in key personnel occur, the GRANTEE shall submit appropriate revisions of the planning document to the DEP contract manager for review. The proposed revisions may not be implemented until they have been approved by the DEP contract manager. If the GRANTEE fails to submit the required revisions, the DEP contract manager may suspend or terminate the Contract. These amendments shall be

(i) Documented through written or electronic correspondence with the DEP contract manager and incorporated into the approved planning document.

8. **DELIVERABLES**
   a. The following lists the expected schedule for the deliverables that are associated with the Quality Assurance requirements of this Contract:
      (i) Copy of DoH ELCP Certificate(s) and the associated list(s) of specific fields of accreditation, per item 2.d above.
      (ii) Copies of the QCC sample results per item 2.f. above.
      (iii) Non-standard laboratory or field procedures – The GRANTEE shall submit to the DEP contract manager all required information necessary for review of non-standard procedures per items 2.g. and 3.c. above.
      (iv) Reports of planning review audits as specified in item 5.b. above.
      (v) Statements of Usability as specified in item 5.d. above.
      (vi) Planning document per Section 6, above.
9. **CONSEQUENCES**
   a. Failure to comply with any requirement of this attachment may result in:
      (i) Immediate termination of the Contract.
      (ii) Withheld payment for the affected activities.
      (iii) Contract suspension until the requirement(s) has been met.
      (iv) A request to refund already disbursed payments.
      (v) A request to redo work affected by the non-compliant activity.
      (vi) Other remedies available to the Department.

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AGENDA MEMORANDUM

Item No: 5.C.2.

Meeting Date: November 14, 2016

From: Rob Hicks, Police Chief

Subject: Resolution adopting the establishment of the Police Officer Recruit (POR) position within the Police Department

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Staff Recommendation:
Staff Recommends that the City Commission adopt a resolution approving the job description and salary for the Police Officer Recruit position.

Analysis:
This proposal would establish the non-sworn Police Officer Recruit (POR) position to be used as one more strategy among several for recruitment to fill open police officer positions within the Leesburg Police Department. Recruitment of qualified police officers is a problematic issue throughout the State of Florida and the nation. The clear trend is that there are more open police officer positions than there are available qualified candidates. It is apparent that to be competitive as an employer of police officers we must consider all sources for prospective candidates. This would include currently certified police officers, academy graduates, and now entry level persons.

The entry level position of Police Officer Recruits (POR) would be prospective persons from the region who could be hired and assigned to some training within the department with primary training being assignment to a local Law Enforcement Basic Police Academy. This person must demonstrate multiple proficiencies including but not limited to, strong moral character, effective report writing skills, ability to multi-task, effective communication skills, strong work ethic, etc. which will be determined through a competitive selection process and extensive background check. Upon successful completion of the police academy and passing the State Certification Exam, the POR would be sworn in as a police officer and proceed to field training and then to initial street patrol assignment.

This proposal will allow the Leesburg Police Department to consider one more pool of persons as prospective police officers for the City of Leesburg.

Options:
1. Approve the proposal for the Police Officer Recruit position, or;
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:
There is no anticipated negative fiscal impact associated with this plan. This proposal would apply to open authorized police officer positions within the police department. It is proposed that the hourly rate would be $15.00/hr. or 20% below the $18.96/hr. starting hourly figure for the police officer position. The cost savings from the initial salary would roughly cover the actual cost of the police academy. Additionally the Police Officer Recruit would be required to sign a contract with the City stating that all training costs, excluding salary, will be refunded to the City if the POR should voluntarily separate from the Department prior to (2) two full years of service; this is consistent with current industry standard. The position would mostly encompass the approximate five months duration of a police academy and generally would not exceed one year in length. There may be some incidental costs for some equipment and supplies that would be otherwise normally associated with the police officer position such as safety equipment and ammunition.

Submission Date and Time:

Department: _____ **Prepared by:** _____ **Attachments:** Yes___ No _____ **Advertised:**_____**Not Required** _____ **Dates:**_____ **Attorney Review :** Yes__ No ____ _____ **Revised 6/10/04**	**Reviewed by: Dept. Head** _JR_____ **Finance Dept.** _____ **Deputy C.M.** _____ **Submitted by:** **City Manager** _____	**Account No.** _____ **Project No.** _____ **WF No.** _____ **Budget** _____ **Available** _____

RESOLUTION NO._____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA ADOPTING THE ESTABLISHMENT OF THE POLICE OFFICER RECRUIT (POR) POSITION WITHIN THE POLICE DEPARTMENT; AND PROVIDING AN EFFECTIVE DATE.

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

THAT the City Commission is hereby authorized to adopt the establishment of the Police Officer Recruit (POR) position within the Police Department in the current fiscal year.

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 14th day of November 2016.

_____
Mayor

ATTEST:

_____
City Clerk

AGENDA MEMORANDUM

Item No: 5.C.3.

Meeting Date: November 14, 2016

From: Michael Rankin, Deputy City Manager/Economic & Community Services

Subject: Resolution approving staff to move forward with negotiation the sale of 10 acres of the 470 property to Intellisteel

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Staff Recommendation:
Staff recommends moving forward with negotiations for the sale of 10 acres of the 470 property.

Analysis:
Staff has meet with representatives from Intellisteel and have also received a letter of intent to move forward with acquiring 10 acres with a first right of refusal on an additional 10-15 acres contagious to the primary site. Intellisteel intends to use the 10-acre site for their headquarters.

City staff has proposed to the company the following offer:

1. Sale of 10 acres (described in attachment "A" at $14,000 per acre
2. Intellisteel will have the option to purchase the adjacent 26.88 acres (described in attachment "A") at any time during the two years following the closing, at the same price of $14,000 per acres times the 12.52 developable acres, and under the same terms as this contract. The remaining 14.36 acres of wetlands will be excluded from the purchase price computation but included in the deed description.
3. The City will coordinate with Lake County for adequate and necessary ingress and egress
4. The City will provide utilities; this includes Fiber, Sewer, Water, Electric and Natural Gas
5. The City will utilize (if necessary) outsourcing in an attempt to expedite the plan review and inspection process
6. Present this proposal to the City Commission allowing a fast track process

Options:
1. Approve the attached resolution allowing staff to begin negotiating the sale of 10 acres of the 470 property; or,
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:
The City would receive $140,000 from the sale of the property. These funds would go back into the Wastewater fund. Additionally, the City will receive Ad Valorem taxes and revenues from the utilities offered to the site.

Submission Date and Time: 11/14/2016 9:57 AM

Department: _____ Prepared by: _____ Attachments: Yes____ No _____ Advertised:_____Not Required _____ Dates:_____ Attorney Review : Yes___ No ____ _____ Revised 6/10/04	Reviewed by: Dept. Head _____ Finance Dept. _____ Deputy C.M. _____ Submitted by: City Manager _____	Account No. _____ Project No. _____ WF No. _____ Budget _____ Available _____

RESOLUTION NO._____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA APPROVING STAFF TO MOVE FORWARD WITH NEGOTIATING THE SALE OF 10 ACRES ON THE 470 PROPERTY TO INTELLISTEEL; 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 authorizing staff to continue with negotiations to sell 10 acres of the 470 property to Intellisteel.

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 14th day of November 2016.

_____
Mayor

ATTEST:

_____
City Clerk

Intellisteel

September 28, 2016

Michael Rankin
Deputy City Manager/Economic & Community Services
501 West Meadow Street
P.O. box 490630
City of Leesburg, FL 34749-0630

Re: Industrial Site for Intellisteel headquarters

Dear Mr. Rankin,

Please accept this as our letter of intent to move forward with a site in the Leesburg Industrial park as depicted on the design sketch provided to us dated 9-7-2016. Our desire is to purchase 10 acres with a first right of refusal on an additional 10-15 acres contiguous to the primary site.

Please let us know what the next steps will be for moving forward with this transaction. We are ready to begin our due diligence and prepare for the future home of Intellisteel.

As always, we appreciate your hard work in assisting us with this project.

We look forward to working with you.

Best Regards,

/s/ Phillip Smith

Phillip Smith

Vacant Land Contract

FLORIDA ASSOCIATION OF REALTORS®

1* **1. Sale and Purchase:** The City of Leesburg, Florida ("Seller")
2* and 470 Leesburg, LLC ("Buyer")
3 (the "parties") agree to sell and buy on the terms and conditions specified below the property ("Property")
4 described as:
5* Address: Highway 470, Leesburg, FL 34748
6* Legal Description:
7 TEN ACRES AS DESCRIBED ON EXHIBIT "A" ATTACHED.
8
9
10
11* SEC___/TWP___/RNG___of Lake County, Florida. Real Property ID No.:
12* including all improvements existing on the Property and the following additional property: NONE
13

14* **2. Purchase Price:** (U.S. currency) ..... $ 140,000.00
15 All deposits will be made payable to "Escrow Agent" named below and held in escrow by:
16* Escrow Agent's Name: McLin Burnsed P.A.
17* Escrow Agent's Contact Person: Fred A. Morrison
18* Escrow Agent's Address: 1000 W. Main St., Leesburg, FL 34748
19* Escrow Agent's Phone: (352)787-1241
20* Escrow Agent's Email: FredM@mclinburnsed.com

21 **(a)** Initial deposit ($0 if left blank) (**Check if applicable**)
22* ☐ accompanies offer
23* ☒ will be delivered to Escrow Agent within 5 days (3 days if left blank)
24* after Effective Date ..... $ 5,000.00
25 **(b)** Additional deposit to be delivered to Escrow Agent (**Check if applicable**)
26* ☐ within _____ days (10 days if left blank) after Effective Date
27* ☐ within _____ days (3 days if left blank) after expiration of Feasibility Study Period..... $
28* **(c)** Total Financing (see Paragraph 5) (express as a dollar amount or percentage)..... $
29* **(d)** Other: _____ $
30 **(e)** Balance to close (not including **Buyer's** closing costs, prepaid items, and prorations)
31* to be paid at closing by wire transfer or other Collected funds ..... $ 135,000.00

32* **(f)** ☒ (Complete only if purchase price will be determined based on a per unit cost instead of a fixed price.) The
33* unit used to determine the purchase price is ☐ lot ☒ acre ☐ square foot ☐ other (specify):
34* prorating areas of less than a full unit. The purchase price will be $ 14,000.00 per unit based on a
35 calculation of total area of the Property as certified to **Seller** and **Buyer** by a Florida licensed surveyor in
36 accordance with Paragraph 7(c). The following rights of way and other areas will be excluded from the
37* calculation: NONE

38 **3. Time for Acceptance; Effective Date:** Unless this offer is signed by **Seller** and **Buyer** and an executed copy
39* delivered to all parties on or before November 15, 2016, this offer will be withdrawn and **Buyer's** deposit, if
40 any, will be returned. The time for acceptance of any counter offer will be 3 days after the date the counter offer is
41 delivered. **The "Effective Date" of this contract is the date on which the last one of the Seller and Buyer**
42 **has signed or initialed and delivered this offer or the final counter offer.**

43* **4. Closing Date:** This transaction will close on December 29, 2016 ("Closing Date"), unless specifically
44 extended by other provisions of this contract. The Closing Date will prevail over all other time periods including,
45 but not limited to, Financing and Feasibility Study periods. However, if the Closing Date occurs on a Saturday,
46 Sunday, or national legal holiday, it will extend to 5:00 p.m. (where the Property is located) of the next business
47 day. In the event insurance underwriting is suspended on Closing Date and **Buyer** is unable to obtain property
48 insurance, **Buyer** may postpone closing for up to 5 days after the insurance underwriting suspension is lifted. If
49 this transaction does not close for any reason, **Buyer** will immediately return all **Seller** provided documents and
50 other items.

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5. Financing: (Check as applicable)

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

(b) ☐ This contract is contingent on **Buyer** qualifying for and obtaining the commitment(s) or approval(s) specified below ("Financing") within _____ days after Effective Date (Closing Date or 30 days after Effective Date, whichever occurs first, if left blank) ("Financing Period"). **Buyer** will apply for Financing within _____ days after Effective Date (5 days if left blank) and will timely provide any and all credit, employment, financial, and other information required by the lender. If **Buyer**, after using diligence and good faith, cannot obtain the Financing within the Financing Period, either party may terminate this contract and **Buyer's** deposit(s) will be returned.

(1) ☐ **New Financing: Buyer** will secure a commitment for new third party financing for $ _____ or _____ % of the purchase price at (**Check one**) ☐ a fixed rate not exceeding _____ % ☐ an adjustable interest rate not exceeding _____ % at origination (a fixed rate at the prevailing interest rate based on **Buyer's** creditworthiness if neither choice is selected). **Buyer** will keep **Seller** and Broker fully informed of the loan application status and progress and authorizes the lender or mortgage broker to disclose all such information to **Seller** and Broker.

(2) ☐ **Seller Financing: Buyer** will execute a ☐ first ☐ second purchase money note and mortgage to **Seller** in the amount of $ _____, bearing annual interest at _____ % and payable as follows: _____

The mortgage, note, and any security agreement will be in a form acceptable to **Seller** and will follow forms generally accepted in the county where the Property is located; will provide for a late payment fee and acceleration at the mortgagee's option if **Buyer** defaults; will give **Buyer** the right to prepay without penalty all or part of the principal at any time(s) with interest only to date of payment; will be due on conveyance or sale; will provide for release of contiguous parcels, if applicable; and will require **Buyer** to keep liability insurance on the Property, with **Seller** as additional named insured. **Buyer** authorizes **Seller** to obtain credit, employment, and other necessary information to determine creditworthiness for the financing. **Seller** will, within 10 days after Effective Date, give **Buyer** written notice of whether or not Seller will make the loan.

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

LN# _____ in the approximate amount of $ _____ currently payable at $ _____ per month, including principal, interest, ☐ taxes and insurance, and having a ☐ fixed ☐ other (describe) _____ interest rate of _____ % which ☐ will ☐ will not escalate upon assumption. Any variance in the mortgage will be adjusted in the balance due at closing with no adjustment to purchase price. **Buyer** will purchase **Seller's** escrow account dollar for dollar. If the interest rate upon transfer exceeds _____ % or the assumption/transfer fee exceeds $ _____, either party may elect to pay the excess, failing which this contract will terminate; and **Buyer's** deposit(s) will be returned. If the lender disapproves **Buyer**, this contract will terminate; and **Buyer's** deposit(s) will be returned.

6. Assignability: (Check one) Buyer ☐ may assign and thereby be released from any further liability under this contract, ☒ may assign but not be released from liability under this contract, or ☐ may not assign this contract.

7. Title: Seller has the legal capacity to and will convey marketable title to the Property by ☒ statutory warranty deed ☐ special warranty deed ☐ other (specify) _____, free of liens, easements, and encumbrances of record or known to Seller, but subject to property taxes for the year of closing; covenants, restrictions, and public utility easements of record; existing zoning and governmental regulations; and (list any other matters to which title will be subject) _____, provided there exists at closing no violation of the foregoing.

(a) Title Evidence: The party who pays for the owner's title insurance policy will select the closing agent and pay for the title search, including tax and lien search if performed, and all other fees charged by closing agent. **Seller** will deliver to **Buyer**, at

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

(**Check one**) ☒ within 25 days after Effective Date ☐ at least _____ days before Closing Date,

(**Check one**)

(1) ☒ a title insurance commitment by a Florida licensed title insurer setting forth those matters to be discharged by **Seller** at or before closing and, upon **Buyer** recording the deed, an owner's policy in the amount of the purchase price for fee simple title subject only to the exceptions stated above. If **Buyer** is paying for the owner's title insurance policy and **Seller** has an owner's policy, **Seller** will deliver a copy to **Buyer** within 15 days after Effective Date.

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

(b) **Title Examination:** After receipt of the title evidence, **Buyer** will, within ___10___ days (10 days if left blank) but no later than Closing Date, deliver written notice to **Seller** of title defects. Title will be deemed acceptable to to **Buyer** if (i) **Buyer** fails to deliver proper notice of defects or (ii) **Buyer** delivers proper written notice and **Seller** cures the defects within ___45___ days (30 days if left blank) ("Cure Period") after receipt of the notice. If the defects are cured within the Cure Period, closing will occur within 10 days after receipt by **Buyer** of notice of such cure. **Seller** may elect not to cure defects if **Seller** reasonably believes any defect cannot be cured within the Cure Period. If the defects are not cured within the Cure Period, **Buyer** will have 10 days after receipt of notice of **Seller's** inability to cure the defects to elect whether to terminate this contract or accept title subject to existing defects and close the transaction without reduction in purchase price.

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

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

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

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

(1) ☒ **Feasibility Study: Buyer** will, at **Buyer's** expense and within ___30___ days (30 days if left blank) ("Feasibility Study Period") after Effective Date and in Buyer's sole and absolute discretion, determine whether the Property is suitable for **Buyer's** intended use. During the Feasibility Study Period, **Buyer** may conduct a Phase 1 environmental assessment and any other tests, analyses, surveys, and investigations ("Inspections") that **Buyer** deems necessary to determine to **Buyer's** satisfaction the Property's engineering, architectural, and environmental properties; zoning and zoning restrictions; subdivision statutes; soil and grade; availability of access to public roads, water, and other utilities; consistency with local, state, and regional growth management plans; availability of permits, government approvals, and licenses; and other inspections that **Buyer** deems appropriate. If the Property must be rezoned, **Buyer** will obtain the rezoning from the appropriate government agencies. **Seller** will sign all documents **Buyer** is required to file in connection with development or rezoning approvals. **Seller** gives **Buyer**, its agents, contractors, and assigns, the right to enter the Property at any time during the Feasibility Study Period for the purpose of conducting Inspections, provided, however, that **Buyer**, its agents, contractors, and assigns enter the Property and conduct Inspections at their own risk. **Buyer** will indemnify and hold **Seller** harmless from losses, damages, costs, claims, and expenses of any nature, including attorneys' fees, expenses, and liability incurred in application for rezoning or related proceedings, and from liability to any person, arising from the conduct of any and all Inspections or any work authorized by **Buyer. Buyer** will not engage in any activity that could result in a construction lien being filed against the Property without **Seller's** prior written consent. If this transaction does not close, **Buyer** will, at **Buyer's** expense, (i) repair all damages to the Property resulting from the Inspections and return the Property to the condition it was in before conducting the Inspections and (ii) release to **Seller** all reports and other work generated as a result of the Inspections.

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

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

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

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

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

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

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

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

(a) Seller Costs:

~~Taxes on the deed~~

Recording fees for documents needed to cure title

Title evidence (if applicable under Paragraph 7)

Other: _____

(b) Buyer Costs:

Taxes and recording fees on notes and mortgages

Recording fees on the deed and financing statements

Loan expenses

Title evidence (if applicable under Paragraph 7)

Lender's title policy at the simultaneous issue rate

Inspections

Survey

Insurance

Other: Documentary stamp taxes on the deed.

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

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

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

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(f) **Foreign Investment in Real Property Tax Act ("FIRPTA"):** If **Seller** is a "foreign person" as defined by FIRPTA, **Seller** and **Buyer** will comply with FIRPTA, which may require **Seller** to provide additional cash at closing.

(g) **1031 Exchange:** If either **Seller** or **Buyer** wish to enter into a like-kind exchange (either simultaneously with closing or after) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party will cooperate in all reasonable respects to effectuate the Exchange including executing documents, provided, however, that the cooperating party will incur no liability or cost related to the Exchange and that the closing will not be contingent upon, extended, or delayed by the Exchange.

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

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

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

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

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

15. **Default and Dispute Resolution:** This contract will be construed under Florida law. This Paragraph will survive closing or termination of this contract.

(a) **Seller Default:** If **Seller** fails, neglects, or refuses to perform **Seller's** obligations under this contract, **Buyer** may elect to receive a return of **Buyer's** deposit(s) without thereby waiving any action for damages resulting from **Seller's** breach and may seek to recover such damages or seek specific performance. **Seller** will also be liable for the full amount of the brokerage fee.

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

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

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

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

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

(a) NONE (**Seller's** Broker) will be compensated by ☐ **Seller** ☐ **Buyer** ☐ both parties pursuant to ☐ a listing agreement ☐ other (specify): N/A

(b) NONE (**Buyer's** Broker) will be compensated by ☒ **Seller** ☐ **Buyer** ☐ **Seller's** Broker pursuant to ☐ a MLS offer of compensation ☐ other (specify): N/A

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20. Additional Terms:

Buyer will have the option to purchase the adjacent 26.88 acres highlighted on Exhibit "A" at any time during the two years following Closing, at the same price of $14,000.00 per acre times the 12.52 developable acres, and under the same terms as this Contract. 14.36 acres of wetlands will be excluded from the purchase price computation, but included in the deed description.

This Contract is contingent in approval by the Leesburg City Commission at a public meeting, at which a quorum is present, and for which this Contract is on the agenda for consideration.

Buyer understands that Seller is a governmental entity and cannot contract away its police powers to regulate the use of the Property, therefore Buyer must observe and adhere to all land use regulations and building codes, regardless of any statement or implication to the contrary in this Contract. Seller is tax exempt so Buyer will pay documentary stamp tax on the deed.

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

Buyer: _____ Date: _____

Print name: 470 Leesburg, LLC

Buyer: _____ Date: _____

Print name: _____

Buyer's address for purpose of notice:

Address: 1000 W Main St Leesburg, FL 34748-4925

Phone: (352)787-1241 Fax: (352)326-2608 E-mail: PhilS@mclinburnsed.com

Seller: _____ Date: _____

Print name: The City of Leesburg, Florida

Seller: _____ Date: _____

Print name: _____

Seller's address for purpose of notice:

Address: 501 W Meadow St Leesburg, FL 34748-5153

Phone: (352)728-9786 Fax: _____ E-mail: michael.rankin@leesburgflorida.gov

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

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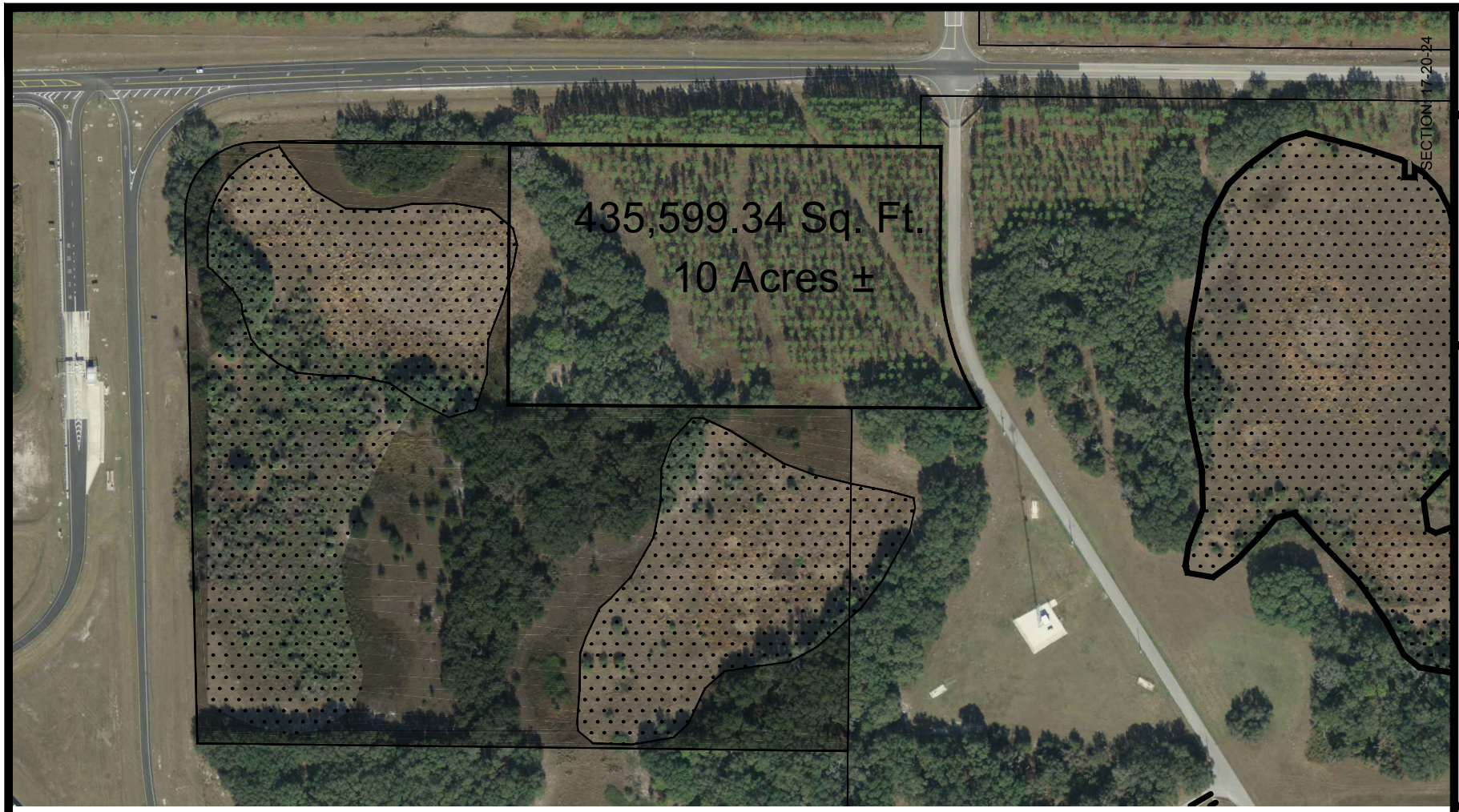


DESIGN SKETCH OF 10 ACES

10 ACRES MANUFACTURING

SITE WITH FUTURE PROPERTY AVAILABILITY LAYOUT

DATE:	09/07/2016
DRAWN:	ACP
CHECKED:	MR
APPROVED:	CLIENT
SCALE:	1"=300'
FILE NO.:	NO FILE

SHEET NUMBER 1 OF 1

CITY OF LEESBURG
PUBLIC WORKS DEPT.
ENGINEERING DIVISION
550 S. 14th ST. - P.O. BOX 490630
LEESBURG, FLORIDA 34749
PHONE (352) 728-9755
FAX (352) 728-9879

GENERAL NOTES

1: This is NOT A BOUNDARY SURVEY.

2: This sketch is to show existing site information and improvements for the sole purpose of conceptual design.

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

4: Use of this sketch for any other purpose than that stated in note (2) is the sole responsibility of the user. The City of Leesburg assumes no liability for the misuse of this information.

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

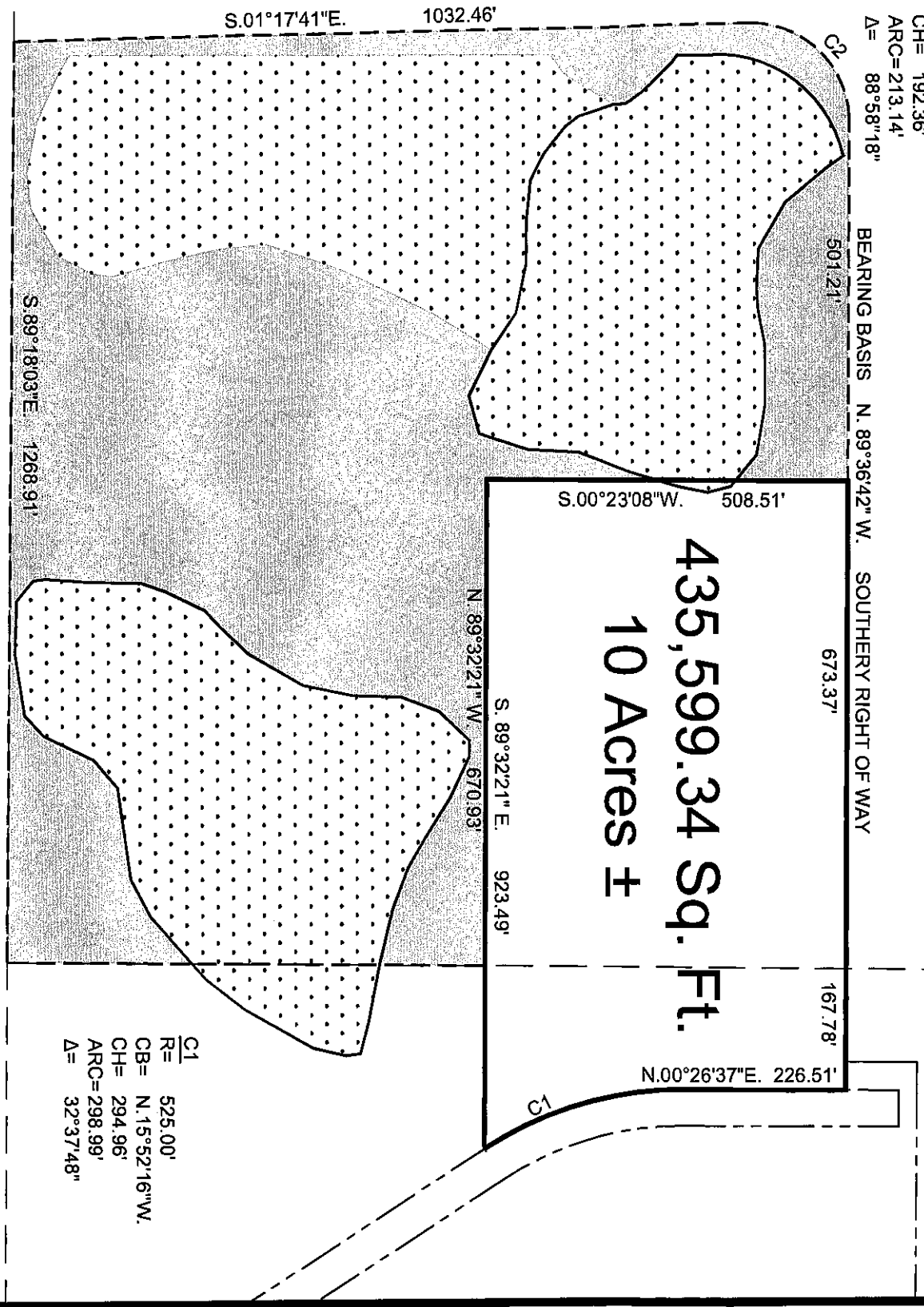
6: This sketch was prepared by the City of Leesburg, Community Development Department, under the direction of Adrian C. Parker, CPM CFM, Development Review Coordinator for the City of Leesburg.

8: All shown wetland areas are approximate and have not been evaluated by an environmental specialist.

DESIGN NOTES

1. 10 Acres of primary development outlined
2. 12.53 acres of available unimpaired future development
3. 14.35 acres of approximate wetland per Army Corp of Engineers Quad map. These is subject to change with environmental surveying and assessment.

EXHIBIT "A"



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FAX (352) 728-9879

LEESBURG
The Lakefront City

SKETCH OF DESCRIPTION
10 ACRE PARCEL SALE
CITY OF LEESBURG 470 PROPERTIES
INTELLISTEEL GROUP
LAND SALE DESCRIPTION AND
RIGHT OF FIRST REFUSAL

DATE:	09/09/2016
DRAWN:	ACP
CHECKED:	ACP
APPROVED:	MR
SCALE:	NTS
FILE NO.:	LE16003

SHEET NUMBER 2 OF 2

EXHIBIT "A"

10 ACRE SALE DESCRIPTION:

COMMENCING AT THE NORTH QUARTER CORNER OF SECTION 17, TOWNSHIP 20 SOUTH, RANGE 24 EAST, OF LAKE COUNTY, FLORIDA; THENCE, RUN S.00°39'37"W., ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 17, A DISTANCE OF 1S0.S0 FEET TO THE INTERSECTION OF SAID QUARTER SECTION LINE AND THE SOUTHERLY RIGHT OF WAY OF COUNTY ROAD 470 AS IT EXISTS IN SEPTEMBER OF 2016, SAID INTERSECTION BEING THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE FROM SAID POINT OF BEGINNING, RUN N.89°36'42"W. ALONG SAID SOUTHERLY RIGHT OF WAY LINE A DISTANCE OF 673.37 FEET; THENCE DEPARTING THE RIGHT OF WAY OF COUNTY ROAD 470, RUN S.00°23'08"W. A DISTANCE OF S08.S7 FEET; THENCE, RUN S.89°32'21"E. A DISTANCE OF 923.49 FEET TO A CURVE ON THE WESTERLY RIGHT OF WAY OF A S0 FOOT WIDE ENTRANCE ROAD, SAID CURVE HAVING A RADIUS OF S2S.00 FEET, AN ARC LENGTH OF 298.99 FEET AND A DELTA ANGLE OF 32°37'48"; THENCE, RUNNING WITH THE CHORD BEARING OF SAID CURVE N.1S°S2'16"W. A CHORD DISTANCE OF 249.96 FEET TO THE POINT OF TANGENCY OF SAID CURVE AND THE WESTERLY RIGHT OF WAY OF SAID ENTRANCE ROAD; THENCE, RUN ALONG SAID WESTERLY RIGHT OF WAY N.00°26'37"E. A DISTANCE OF 226.S1 FEET TO THE AFOREMENTIONED SOUTHERLY RIGHT OF WAY OF COUNTY ROAD 470; THENCE ALONG AFOREMENTIONED RIGHT OF WAY, RUN N.89°36'42"W. A DISTANCE OF 167.78 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION.

THIS DESCRIPTION CONTAINS 43S,S99.34 SQUARE FEET OR 10.00 ACRES MORE OR LESS AND IS ALL LOCATED IN SECTION 17, TOWNSHIP 20 SOUTH, RANGE 24 EAST, IN THE CITY OF LEESBURG OF LAKE COUNTY, FLORIDA

RIGHT OF FIRST REFUSAL DESCRIPTION:

COMMENCING AT THE NORTH QUARTER CORNER OF SECTION 17, TOWNSHIP 20 SOUTH, RANGE 24 EAST, OF LAKE COUNTY, FLORIDA; THENCE, RUN S.00°39'37"W., ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 17, A DISTANCE OF 1S0.S0 FEET TO THE INTERSECTION OF SAID QUARTER SECTION LINE AND THE SOUTHERLY RIGHT OF WAY OF COUNTY ROAD 470 AS IT EXISTS IN SEPTEMBER OF 2016; THENCE, RUN N.89°36'42"W. ALONG SAID SOUTHERLY RIGHT OF WAY LINE A DISTANCE OF 673.37 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUING ALONG SAID RIGHT OF WAY LINE, RUN N.89°36'42"W. A DISTANCE OF S01.21 FEET TO A POINT OF CURVATURE OF THE EASTERLY RIGHT OF WAY OF THE FLORIDA TURNPIKE, THE CURVE OF SAID TURNPIKE RIGHT OF WAY HAVING AN ARC LENGTH OF 213.14 FEET, A RADIUS OF 137.26 FEET, AND A DELTA ANGLE OF 88°58'18"; THENCE, RUN WITH THE CHORD BEARING OF SAID CURVE S.43°11'28"W. A CHORD DISTANCE OF 192.36 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE ALONG SAID EASTERLY TURNPIKE RIGHT OF WAY, RUN S.01°17'14"E. A DISTANCE OF 1032.46 FEET; THENCE DEPARTING SAID RIGHT OF WAY LINE, RUN S.89°18'03"E. A DISTANCE OF 1268.91 FEET; THENCE, RUN N.00°41'57"E. A DISTANCE OF 671.59 FEET; THENCE, RUN N.89°32'21"W. A DISTANCE OF 670.93 FEET; THENCE, RUN N.00°23'08"E. A DISTANCE OF 508.57 FEET TO THE POINT OF BEGINNING.

THI5 DESCRIPTION CONTAINS 1,170,811.60 SQUARE FEET OR 26.878 ACRES MORE OR LESS AND IS ALL LOCATED IN SECTION 17, TOWNSHIP 20 SOUTH, RANGE 24 EAST, IN THE CITY OF LEESBURG OF LAKE COUNTY, FLORIDA

GENERAL NOTES

1: This is NOT A BOUNDARY SURVEY.

2: This sketch is to show existing site information and improvements for the sole purpose of conceptual design.

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

4: Use of this sketch shown on sheet 2 for any other purpose than that stated in note (2) is the sole responsibility of the user. The City of Leesburg assumes no liability for the misuse of this information.

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

6: The Bearings, shown hereon, are relative to assumed datum and are Based on the Southerly right of way line of County Road 470 in Section 17, Township 20 South, Range 24 East, Lake County, Florida, as being N. 89°36'42" W.

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

8: This sketch contains 2 sheets in which NONE are valid without all remaining sheets.

SECTION: 17-20-24

CITY OF LEESBURG
PUBLIC WORKS DEPT.
ENGINEERING DIVISION
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LEESBURG, FLORIDA 34749
PHONE (352) 728-9755
FAX (352) 728-9879
LEESBURG
The Lakefront City

SKETCH OF DESCRIPTION
10 ACRE PARCEL SALE
CITY OF LEESBURG 470 PROPERTIES
INTELLISTEEL GROUP
LAND SALE DESCRIPTION AND RIGHT OF FIRST REFUSAL

DATE:	09/09/2016
DRAWN:	ACP
CHECKED:	ACP
APPROVED:	MR
SCALE:	NTS
FILE NO.:	LE16003

SHEET NUMBER 1 OF 2

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA FINALLY ADOPTING 4.2678 MILLS AS THE FISCAL YEAR 2016-17 MILLAGE RATE FOR THE CITY OF LEESBURG, FLORIDA, REPRESENTING THE CURRENT YEAR PROPOSED AGGREGATE MILLAGE RATE OF 4.2678 MILLS WHICH IS 0.81% MORE THAN THE CURRENT YEAR ROLLED BACK RATE OF 4.2334; REPLACING RESOLUTION #9890 AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, discussions were held during the regular commission meeting of July 25, 2016 regarding the adoption of 4.2678 mills which is the same millage rate as the previous fiscal year.

WHEREAS, the Commission approved the Millage Rate of 4.2678 mills and authorized the City Manager to execute and submit the Certificate of Taxable Value for Fiscal Year 2016-17 to the Lake County Property Appraiser at its regular meeting Monday, July 25, 2016, and

WHEREAS, a tentative budget for Fiscal Year 2016-17 was presented to the City Commission of the City of Leesburg, Florida during workshops held July 14th, 26th, and 28th, 2016, and

WHEREAS, following a review of the tentative budget as submitted, the City of Leesburg, Florida, determined that a millage rate of 4.2678 mills is necessary to produce the budgetary revenue to fund budgetary operating expenditures during Fiscal Year 2016-17, and

WHEREAS, a Fiscal Year 2016-17 millage rate of 4.2678 mills represents the Current Year Proposed Aggregate Millage Rate

WHEREAS, this resolution will replace Resolution #9890 which was passed on September 26, 2016

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Leesburg, Florida, that the tentative millage rate for the City of Leesburg, Florida, is hereby adopted at the rate of 4.2678 mills ($4.2678 per every $1,000 of taxable valuation) for the 2016 tax roll, which is the same millage rate as the prior year.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 14th day of November, 2016.

_____
Mayor

ATTEST:

_____

City Clerk

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, ADOPTING THE FISCAL YEAR 2016-17 BUDGET FOR THE CITY OF LEESBURG, FLORIDA; REPLACING RESOLUTION #9891 AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Commission of the City of Leesburg, Florida, has held several budget work sessions for the purpose of reviewing, and, where appropriate, revising the Fiscal Year 2016-17 Budget, and

WHEREAS, the provisions of Section 200.065 (2)(c), Florida Statutes, commonly known as the Truth in Millage or TRIM Bill, require that the City Commission hold a public hearing and adopt a tentative budget and millage rate for the Fiscal Year 2016-17; and,

WHEREAS, the City Commission has tentatively adopted a budget which they feel is in the best interests of the citizens of the City of Leesburg, and desires by means of this resolution to finally adopt said budget for Fiscal Year 2016-17;

WHEREAS, this Resolution will replace Resolution #9891;

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

SECTION I.

Pursuant to Section 200.065, Florida Statues, and all other applicable laws, the following amounts for use by the various funds during Fiscal Year 2016-17 as reflected below, including all modifications or amendments made during this meeting, are hereby adopted as the budget for Fiscal Year 2016-17 for the City of Leesburg, Florida:

GENERAL FUND

ESTIMATED REVENUES AND OTHER RECEIPTS	
Current Ad Valorem Taxes	
(Based on an assessed value of $1,183,332,303*4.2678 Mills*95% less CRA's)	4,538,806
Other Taxes	4,506,797
Licenses and Permits	1,244,000
Intergovernmental Revenue	2,412,009
Charges for Services	682,291
Fines and Forfeits	114,000
Miscellaneous Revenues	624,091
Total Estimated Revenues	14,121,994
Other Financing Sources:	
Transfers from other Funds	9,365,809
TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS	23,487,803
PROPOSED APPROPRIATIONS	
General Government	3,816,899
Public Safety	13,374,934
Physical Environment	109,593
Transportation	1,555,145
Economic Environment	268,872
Human Services	5,000
Culture/Recreation	3,202,168
Other Uses	207,421
Non Expenditures:	
Transfers to other Funds	947,771
TOTAL PROPOSED APPROPRIATIONS	23,487,803

HOUSING ASSISTANCE FUND

Miscellaneous Revenues	121,800
TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS	121,800
PROPOSED APPROPRIATIONS	
Economic Environment	121,800
TOTAL PROPOSED APPROPRIATIONS	121,800

STORMWATER FUND

ESTIMATED REVENUES AND OTHER RECEIPTS	
Charges for Services	1,468,228
Total Estimated Revenues	1,468,228
Other Financing Sources:	
Fund Balance Appropriated- Renewal & Replacement	650,000
TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS	2,118,228
PROPOSED APPROPRIATIONS	
Physical Environment	2,118,228
TOTAL PROPOSED APPROPRIATIONS	2,118,228

GREATER LEESBURG COMMUNITY REDEVELOPMENT AGENCY

ESTIMATED REVENUES AND OTHER RECEIPTS	
Current Ad Valorem Taxes	129,586
(Based on an assessed value of $31,961,858*4.2678 Mills*95%)	
Intergovernmental Revenue	184,752
Miscellaneous Revenues	3,000
TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS	317,338
PROPOSED APPROPRIATIONS	
Economic Environment	208,119
Non Expenditures:	
Debt Service	102,934
Reserve for Future Use	6,285
TOTAL PROPOSED APPROPRIATIONS	317,338

CARVER HEIGHTS COMMUNITY REDEVELOPMENT AGENCY

ESTIMATED REVENUES AND OTHER RECEIPTS	
Current Ad Valorem Taxes	84,309
(Based on an assessed value of $20,794,367*4.2678 Mills*95%)	
Intergovernmental Revenue	119,595
TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS	203,904
PROPOSED APPROPRIATIONS	
Economic Environment	54,746
Non Expenditures:	
Debt Service	45,500
Reserve for Future Use	103,658
TOTAL PROPOSED APPROPRIATIONS	203,904

US HWY 441/27 COMMUNITY REDEVELOPMENT AGENCY

ESTIMATED REVENUES AND OTHER RECEIPTS	
Current Ad Valorem Taxes	45,013
(Based on an assessed value of $11,102,176*4.2678 Mills*95%)	
Intergovernmental Revenue	65,276
Other Financing Sources:	
Fund Balance Appropriated- Bond Proceeds	598,742
Fund Balance Appropriated	244,864
TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS	953,895
PROPOSED APPROPRIATIONS	
Economic Environment	52,626
Non Expenditures:	
Debt Service	901,269
TOTAL PROPOSED APPROPRIATIONS	953,895

DEBT SERVICE FUND

ESTIMATED REVENUES AND OTHER RECEIPTS	
Other Financing Sources:	
Transfers from other Funds	2,532,209
TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS	2,532,209
PROPOSED APPROPRIATIONS	
Non Expenditures:	
Debt Service	2,532,209
TOTAL PROPOSED APPROPRIATIONS	2,532,209

CAPITAL PROJECTS FUND

ESTIMATED REVENUES AND OTHER RECEIPTS	
Other Financing Sources:	
Transfers from other Funds	1,727,000
TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS	1,727,000
PROPOSED APPROPRIATIONS	
General Government	682,000
Transportation	1,020,000
Culture/Recreation	25,000
Non Expenditures:	
TOTAL PROPOSED APPROPRIATIONS	1,727,000

ELECTRIC FUND

ESTIMATED REVENUES AND OTHER RECEIPTS	
Intergovernmental Revenue	800,000
Charges for Services	59,835,066
Miscellaneous Revenues	606,000
Other Sources	300,000
Total Estimated Revenues:	61,541,066
Other Financing Sources:	
Fund Balance Appropriated- Renewal & Replacement	2,100,000
Fund Balance Appropriated- Duke Settlement	3,569,000
TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS	67,210,066
PROPOSED APPROPRIATIONS	
Physical Environment	58,866,716
Non Expenditures:	
Transfers to other Funds	5,630,917
Debt Service	2,712,433
TOTAL PROPOSED APPROPRIATIONS	67,210,066

GAS FUND

ESTIMATED REVENUES AND OTHER RECEIPTS	
Charges for Services	6,780,023
Miscellaneous Revenues	50,000
Other Sources	116,292
Total Estimated Revenues:	6,946,315
Other Financing Sources:	
Fund Balance Appropriated- Magnolia Townhomes Reserve	976,320
TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS	7,922,635
PROPOSED APPROPRIATIONS	
Physical Environment	4,902,036
Non Expenditures:	
Transfers to other Funds	2,213,396
Debt Service	322,585
Reserves- Contributions to Retained Earnings	484,618
TOTAL PROPOSED APPROPRIATIONS	7,922,635

WATER FUND

ESTIMATED REVENUES AND OTHER RECEIPTS	
Charges for Services	6,854,215
Miscellaneous Revenues	47,000
Other Sources	50,000
Total Estimated Revenues:	6,951,215
Other Financing Sources:	
Fund Balance Appropriated	1,293,172
Fund Balance Appropriated- Renewal & Replacement	782,500
TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS	9,026,887
PROPOSED APPROPRIATIONS	
Physical Environment	6,780,176
Non Expenditures:	
Transfers to other Funds	911,835
Debt Service	1,334,876
TOTAL PROPOSED APPROPRIATIONS	9,026,887

WASTEWATER FUND

ESTIMATED REVENUES AND OTHER RECEIPTS	
Charges for Services	9,755,236
Total Estimated Revenues	9,755,236
Other Financing Sources:	
Fund Balance Appropriated- Renewal & Replacement	1,144,122
TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS	10,899,358
PROPOSED APPROPRIATIONS	
Physical Environment	8,364,995
Non Expenditures:	
Transfers to other Funds	869,672
Debt Service	1,394,721
Reserves- Contributions to Retained Earnings	269,970
TOTAL PROPOSED APPROPRIATIONS	10,899,358

COMMUNICATIONS FUND

ESTIMATED REVENUES AND OTHER RECEIPTS	
Charges for Services	2,044,288
Miscellaneous Revenues	145,327
Total Estimated Revenues	2,189,615
Other Financing Sources:	
Fund Balance Appropriated- Renewal & Replacement	68,500
TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS	2,258,115
PROPOSED APPROPRIATIONS	
Physical Environment	2,036,198
Non Expenditures:	
Debt Service	121,917
Transfers to other Funds	100,000
TOTAL PROPOSED APPROPRIATIONS	2,258,115

SOLID WASTE FUND

ESTIMATED REVENUES AND OTHER RECEIPTS	
Charges for Services	3,819,659
Miscellaneous Revenues	5,800
TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS	3,825,459
PROPOSED APPROPRIATIONS	
Physical Environment	2,988,434
Non Expenditures:	
Reserves- Contributions to Retained Earnings	467,476
Transfers to other Funds	369,549
TOTAL PROPOSED APPROPRIATIONS	3,825,459

AIRPORT FUND

ESTIMATED REVENUES AND OTHER RECEIPTS	
Licenses and Permits	7,500
Intergovernmental Revenue	359,262
Charges for Services	187,438
Miscellaneous Revenues	982,162
TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS	1,536,362
PROPOSED APPROPRIATIONS	
Transportation	1,237,880
Non Expenditures:	
Reserves- Contributions to Retained Earnings	298,482
TOTAL PROPOSED APPROPRIATIONS	1,536,362

POLICE PENSION FUND

ESTIMATED REVENUES AND OTHER RECEIPTS	
Other Taxes	168,105
Miscellaneous Revenues	1,195,327
TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS	1,363,432
PROPOSED APPROPRIATIONS	
General Government	952,000
Non Expenditures:	
Reserves- Contributions to Fund Balance	411,432
TOTAL PROPOSED APPROPRIATIONS	1,363,432

FIRE PENSION FUND

ESTIMATED REVENUES AND OTHER RECEIPTS	
Other Taxes	110,449
Miscellaneous Revenues	1,178,042
TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS	1,288,491
PROPOSED APPROPRIATIONS	
General Government	929,000
Non Expenditures:	
Reserves- Contributions to Fund Balance	359,491
TOTAL PROPOSED APPROPRIATIONS	1,288,491

GENERAL EMPLOYEE'S PENSION FUND

ESTIMATED REVENUES AND OTHER RECEIPTS	
Miscellaneous Revenues	2,875,000
TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS	2,875,000
PROPOSED APPROPRIATIONS	
General Government	2,875,000
TOTAL PROPOSED APPROPRIATIONS	2,875,000

HEALTH INSURANCE FUND

ESTIMATED REVENUES AND OTHER RECEIPTS	
Charges for Services	5,331,998
Miscellaneous Revenues	96,000
Other Financing Sources:	
Fund Balance Appropriated	289,591
TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS	5,717,589
PROPOSED APPROPRIATIONS	
General Government	5,717,589
TOTAL PROPOSED APPROPRIATIONS	5,717,589

WORKERS' COMPENSATION FUND

ESTIMATED REVENUES AND OTHER RECEIPTS	
Charges for Services	545,766
Other Financing Sources:	
TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS	545,766
PROPOSED APPROPRIATIONS	
General Government	545,766
TOTAL PROPOSED APPROPRIATIONS	545,766

RISK MANAGEMENT FUND

ESTIMATED REVENUES AND OTHER RECEIPTS	
Charges for Services	648,643
TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS	648,643
PROPOSED APPROPRIATIONS	
General Government	648,643
TOTAL PROPOSED APPROPRIATIONS	648,643

FLEET SERVICES FUND

ESTIMATED REVENUES AND OTHER RECEIPTS	
Charges for Services	2,444,371
Other Financing Sources:	
Fund Balance Appropriated	1,072,499
TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS	3,516,870
PROPOSED APPROPRIATIONS	
General Government	3,516,870
TOTAL PROPOSED APPROPRIATIONS	3,516,870

DISCRETIONARY SALES TAX FUND

ESTIMATED REVENUES AND OTHER RECEIPTS	
Other Taxes	2,071,204
TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS	2,071,204
PROPOSED APPROPRIATIONS	
Non Expenditures:	
Transfers to other Funds	2,071,204
TOTAL PROPOSED APPROPRIATIONS	2,071,204

GAS TAX FUND

ESTIMATED REVENUES AND OTHER RECEIPTS	
Other Taxes	697,911
Intergovernmental Revenue	191,096
TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS	889,007
PROPOSED APPROPRIATIONS	
Non Expenditures:	
Transfers to other Funds	889,007
TOTAL PROPOSED APPROPRIATIONS	889,007

BUILDING PERMITS FUND

ESTIMATED REVENUES AND OTHER RECEIPTS	
Licenses and Permits	822,471
Miscellaneous Revenues	1,500
Other Sources	9,600
TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS	833,571
PROPOSED APPROPRIATIONS	
Public Safety	645,666
Non Expenditures:	
Reserves- Contributions to Fund Balance	187,905
TOTAL PROPOSED APPROPRIATIONS	833,571

POLICE EDUCATION RECEIPTS FUND

ESTIMATED REVENUES AND OTHER RECEIPTS	
Other Financing Sources:	
Fund Balance Appropriated	12,000
TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS	12,000
PROPOSED APPROPRIATIONS	
Public Safety	12,000
TOTAL PROPOSED APPROPRIATIONS	12,000

RECREATION IMPACT FEES FUND

ESTIMATED REVENUES AND OTHER RECEIPTS	
Other Financing Sources:	
Fund Balance Appropriated	25,000
TOTAL ESTIMATED REVENUE AND OTHER RECEIPTS	25,000
PROPOSED APPROPRIATIONS	
Non Expenditures:	
Transfers to other Funds	25,000
TOTAL PROPOSED APPROPRIATIONS	25,000

ALL FUNDS

ESTIMATED REVENUES AND OTHER RECEIPTS	
Ad Valorem Taxes	4,797,714
Other Taxes	7,554,466
Licenses and Permits	2,073,971
Intergovernmental Revenue	4,131,990
Charges for Services	100,397,222
Fines and Forfeits	114,000
Miscellaneous Revenues	7,931,049
Other Sources	475,892
Total Estimated Revenues	127,476,304
Other Financing Sources:	
Transfers from other Funds	13,625,018
Fund Balance Appropriated- Renewal & Replacement	4,745,122
Fund Balance Appropriated- Bond Proceeds	598,742
Fund Balance Appropriated- Magnolia Townhomes Reserve	976,320
Fund Balance Appropriated- Duke Settlement	3,569,000
Fund Balance Appropriated	2,937,126
TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS	153,927,632

ALL FUNDS (cont.)

PROPOSED APPROPRIATIONS	
General Government	19,683,767
Public Safety	14,032,600
Physical Environment	86,166,376
Transportation	3,813,025
Economic Environment	706,163
Human Services	5,000
Culture/Recreation	3,227,168
Other Uses	207,421
Non Expenditures:	
Transfers to other Funds	14,028,351
Debt Service	9,468,444
Reserve for Future Use	109,943
Reserves- Contributions to Fund Balance	958,828
Reserves- Contributions to Retained Earnings	1,520,546
TOTAL PROPOSED APPROPRIATIONS	153,927,632

SECTION II.

This resolution shall become effective October 1, 2016.

PASSED AND ADOPTED at a regular meeting of the City Commission of the City of Leesburg, Florida held the 14th day of November 2016.

_____
Mayor

ATTEST:

_____
City Clerk

AGENDA MEMORANDUM

Item No: 6B.

Meeting Date: November 14, 2016

From: Bill Spinelli, Finance Director

Subject: Amend the General Employees Retirement Plan, Adopted Pursuant to Ordinance No. 03-57, as subsequently amended

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Staff Recommendation:
Approve the City Ordinance, which amends the General Employees Retirement Plan, Adopted Pursuant to Ordinance No. 03-57.

Analysis:
Please review the attached letter from the Law Firm of Christiansen & Dehner, P.A., dated September 21, 2016. As per the letter, these changes are required because of the changes to the Internal Revenue Code (IRC) and its associated Regulations, as well as guidance from the IRS.

Foster & Foster Actuaries and Consultants, issued an "No Impact Letter" dated September 23, 2016. The actuaries reviewed the Ordinance amending the Plan to comply with recent changes to the IRS and have determined that its adoption will have no impact on the assumptions used in determining the funding requirements of the program.

Options:
1. Approve amending the Ordinance, or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:
None

Submission Date and Time: 11/14/2016 9:58 AM

Department: _____ **Prepared by:** _____ **Attachments:** Yes____ No _____ **Advertised:**_____Not Required _____ **Dates:**_____ **Attorney Review :** Yes___ No ____ _____ **Revised 6/10/04**	**Reviewed by: Dept. Head** _____ **Finance Dept.** _____ **Deputy C.M.** _____ **Submitted by:** **City Manager** _____	**Account No.** _____ **Project No.** _____ **WF No.** _____ **Budget** _____ **Available** _____

ORDINANCE NO. 16-_____

AN ORDINANCE OF THE CITY OF LEESBURG, FURTHER AMENDING THE CITY OF LEESBURG RETIREMENT PLAN FOR GENERAL EMPLOYEES, ADOPTED PURSUANT TO ORDINANCE NO. 03-57, AS SUBSEQUENTLY AMENDED; AMENDING SECTION 1, DEFINITIONS; AMENDING SECTION 2, MEMBERSHIP; AMENDING SECTION 4, FINANCES AND FUND MANAGEMENT; AMENDING SECTION 6, BENEFIT AMOUNTS AND ELIGIBILITY; AMENDING SECTION 8, DISABILITY; AMENDING SECTION 10, OPTIONAL FORMS OF BENEFITS; AMENDING SECTION 14, MAXIMUM PENSION; AMENDING SECTION 15, MINIMUM DISTRIBUTION OF BENEFITS; AMENDING SECTION 25, PRIOR GOVERNMENT SERVICE; AMENDING SECTION 26, REEMPLOYMENT AFTER RETIREMENT; AMENDING SECTION 27, DEFERRED RETIREMENT OPTION PLAN; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY OF PROVISIONS; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE.

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

SECTION 1: That Ordinance No. 03-57, adopting the amended and restated City of Leesburg Retirement Plan for General Employees, as subsequently amended, is further amended to amend Section 1, Definitions, to amend the definitions of "Actuarial Equivalent", "Credited Service", "Retirement", and "Spouse", to read as follows:

* * * * *

Actuarial Equivalent means a benefit or amount of equal value ~~determined on the basis of actuarial equivalency using assumptions adopted by the Board such that benefit calculations are not subject to City discretion~~ based upon the RP 2000 Combined Healthy Unisex Mortality Table and an interest rate equal to the investment return assumption set forth in the last actuarial valuation approved by the Board. This definition may only be amended by the City pursuant to the recommendation of the Board using assumptions adopted by the Board with the advice of the plan's actuary, such that actuarial assumptions are not subject to City discretion.

* * * * *

Credited Service means the total number of years and fractional parts of years as a General Employee with Member contributions, when required, omitting intervening years or fractional parts of years when such Member was not employed by the City as a General Employee. A Member may voluntarily leave his Accumulated Contributions in the Fund for a period of five (5) years after leaving the employ of the City pending the possibility of being reemployed as a General Employee, without losing credit for the time that he was a Member of the System. If a Member who is not vested is not reemployed as a General Employee within five (5) years, his Accumulated Contributions, if one-thousand dollars ($1,000.00) or less, will be returned. If a vested Member leaves the employ of the City, his Accumulated Contributions will be returned only upon his written request. If a Member who is not vested is not reemployed within five (5) years, his Accumulated Contributions, if more than one-thousand dollars ($1,000.00), will be returned only upon the written request of the Member and upon completion of a written election to receive a cash lump sum or to

rollover the lump sum amount on forms designated by the Board. Upon return of a Member's Accumulated Contributions, all of his rights and benefits under the System are forfeited and terminated.

For any Member who retires on or after October 1, 1993 with at least fifteen (15) years of Credited Service under this System, the term "Credited Service" shall also include up to a maximum of four (4) years of active military service in the Armed Forces of the United States prior to his employment with the City. However, any Member who previously retired from the Armed Forces of the United States on a continuing military service pension shall not be eligible to receive this additional Credited Services hereunder.

The period of any absence of thirty-one (31) days or more shall be excluded from a Member's Credited Service unless he receives regular compensation from the City during such absence. Any absence of thirty (30) days or less shall be included in such Member's Credited Service.

In the event that a Member of this System has also accumulated Credited Service in another pension system maintained by the City, then such other Credited Service shall be used in determining vesting as provided for in Section 9, and for determining eligibility for early or normal retirement. Such other Credited Service will not be considered in determining benefits under this System. Only his Credited Service and Salary under this System on or after his date of membership in this System will be considered for benefit calculation. In addition, any benefit calculation for a Member of this System who is or becomes eligible for a benefit from this System after he has become a member of another pension system maintained by the City, shall be based upon the Members's Average Final Compensation, Credited Service and the benefit accrual rate as of the date the Member ceases to be a General Employee.

The years or parts of a year that a member performs "Qualified Military Service" consisting of voluntary or involuntary "service in the uniformed services" as defined in the Uniformed Services Employment and Reemployment Rights Act (USERRA) (P.L.103-353), after separation from employment as a General Employee to perform training or service, shall be added to his years of Credited Service for all purposes, including vesting, provided that:

A. The Member is entitled to reemployment under the provisions of USERRA.

B. The Member returns to his employment as a General Employee within one (1) year following the earlier of the date of his military discharge or his release from service, unless otherwise required by USERRA.

C. No contribution shall be required by the Member for the first two (2) years of absence described in this Section. For absences in excess of two (2) years (i.e. years 3, 4 and 5), the Member must deposit into the Fund the same sum that the Member would have contributed, if any, if he had remained a General Employee during years 3, 4 and 5. The maximum credit for military service pursuant to this subdivision shall be five (5) years. The Member must deposit all missed contributions within a period equal to three times the period of military service, but not more than five (5) years, following re-employment or he will forfeit the right to receive credited service for his military service pursuant to this paragraph.

D. This paragraph is intended to satisfy the minimum requirements of USERRA. To the extent that this paragraph does not meet the minimum standards of USERRA, as it may be amended from time to time, the minimum standards shall apply.

In the event a Member dies on or after January 1, 2007, while performing USERRA Qualified Military Service, the beneficiaries of the Member are entitled to any benefits (other than benefit accruals relating to the period of qualified military service) as if the Member had resumed employment and then died while employed.

Notwithstanding anything herein to the contrary, for purposes of determining a Member's Normal Retirement Benefit, Credited Service shall not include service with the City after September 30, 2008. Credited Service after September 30, 2008 shall, however, be taken into consideration for vesting and benefit entitlement purposes.

Beginning January 1, 2009, to the extent required by Section 414(u)(12) of the Code, an individual receiving differential wage payments (as defined under Section 3401(h)(2) of the Code) from an employer shall be treated as employed by that employer, and the differential wage payment shall be treated as compensation for purposes of applying the limits on annual additions under Section 415(c) of the Code. This provision shall be applied to all similarly situated individuals in a reasonably equivalent manner.

Leave conversions of unused accrued paid time off shall not be permitted to be applied toward the accrual of Credited Service either during each Plan Year of a Member's employment with the City or in the Plan Year in which the Member terminates employment.

* * * * *

Retirement means a Member's separation from City employment with eligibility for immediate receipt of benefits under the System, or entry into the Deferred Retirement Option Plan.

* * * * *

Spouse means the ~~lawful wife or husband of a Member or Retiree~~ Member's or Retiree's spouse under applicable law at the time benefits become payable.

* * * * *

SECTION 2: That Ordinance No. 03-57, adopting the amended and restated City of Leesburg Retirement Plan for General Employees, as subsequently amended, is further amended to amend Section 2, Membership, to remove subsection 3., to read as follows:

* * * * *

~~3. Opt Out Option.~~

~~A. The City has determined that it will provide an alternative pension plan for the following department heads and administrative management employees ("designated positions"):~~

~~(1) City Manager~~

~~(2) Deputy City Manager~~

~~(3) Assistant City Manager~~

~~(4) City Engineer~~

~~(5) Finance Director/City Clerk~~

~~(6) City Clerk~~

~~(7) Finance Director~~

~~(8) Human Resources Director~~

~~(9) MIS Director~~

~~(10) Housing Director~~

~~(11) Economic Development Director~~

~~(12) Electric Director~~

~~(13) Gas Director~~

~~(14) Director of Gas and Electric~~

~~(15) Water Director~~

~~(16) Wastewater Director~~

~~(17) Director of Water and Wastewater~~

~~(18) Director of Environmental Services~~

~~(19) Public Works Director~~

~~(20) Community Development Director~~

~~(21) Parks & Recreation Director~~

~~(22) Library Director~~

~~(23) Police Chief~~

~~B. In the event that any person, employed by the City in a designated position elects to participate in an alternative pension plan provided by the City, that person may elect to opt out of the System.~~

~~(1) Current Members employed by the City in designated positions may, within thirty (30) days after the adoption of the ordinance adopting this provision, notify the Board and the City, in writing, of his irrevocable election to opt out of the System. In the event of such election, such Member shall, for purposes of determining benefits from the System only, be treated as if he had terminated employment on the date of his election and shall receive a future benefit, if vested, as provided in Section 9, Vesting. Persons currently employed in designated positions who have contractually agreed to participate in another pension plan provided by the City will be deemed to have elected out of the System~~

~~(2) Future persons employed in a designated position may, within thirty (30) days of their employment, notify the Board and the City, in writing, of their irrevocable election not to be a Member of the System. In the event of such election, they shall be barred from participation in the System.~~

* * * * *

SECTION 3: That Ordinance No. 03-57, adopting the amended and restated City of Leesburg Retirement Plan for General Employees, as subsequently amended, is further amended to amend Section 4, Finances and Fund Management, subsection 6.B,(3), to read as follows:

* * * * *

(3) In addition, the Board may, upon recommendation by the Board's investment consultant, make investments in group trusts meeting the requirements of Internal Revenue Service Revenue Ruling 81-100, ~~and~~ Revenue Ruling 2011-1, IRS Notice 2012-6 and Revenue Ruling 2014-24 or successor rulings or guidance of similar import, and operated or maintained exclusively for the commingling and collective investment of monies, provided that the funds in the group trust consist exclusively of trust assets held under plans qualified under Section 401(a) of the Code, individual retirement accounts that are exempt under Section 408(e) of the Code, eligible governmental plans that meet the requirements of Section 457(b) of the Code, and governmental plans under 401(a)(24) of the Code. For this purpose, a trust includes a custodial account or a separate tax favored account maintained by an insurance company that is treated as a trust under Section 401(f) or under Section 457(g)(3) of the Code. While any portion of the assets of the Fund are invested in such a group trust, such group trust is itself adopted as a part of the System or plan.

(a) Any collective or common group trust to which assets of the Fund are transferred pursuant to subsection (3) shall be adopted by the Board as part of the plan by executing appropriate participation, adoption agreements, and/or trust agreements with the group trust's trustee.

(b) The separate account maintained by the group trust for the plan pursuant to subsection (3) shall not be used for, or diverted to, any purpose other than for the exclusive benefit of the Members and beneficiaries of the plan.

(c) For purposes of valuation, the value of the separate account maintained by the group trust for the plan shall be the fair market value of the portion of the group trust held for the plan, determined in accordance with generally recognized valuation procedures.

* * * * *

SECTION 4: That Ordinance No. 03-57, adopting the amended and restated City of Leesburg Retirement Plan for General Employees, as subsequently amended, is further amended to amend Section 6, Benefit Amounts and Eligibility, subsection 1., Normal Retirement Date, to read as follows:

* * * * *

1. Normal Retirement Age and Date.

~~A Member's normal retirement date shall be the first day of the month coincident with or next following the attainment of age sixty-five (65) and the completion of five (5) years of Credited Service. A Member may retire on his normal retirement date or on the first day of any~~

~~month thereafter, and each Member shall become one hundred percent (100%) vested in his accrued benefit on the Member's normal retirement date. Normal retirement under the System is Retirement from employment with the City on or after the normal retirement date.~~ A Member's normal retirement age is the earlier of the attainment of age sixty-five (65) and the completion of five (5) years of Credited Service. Each Member shall become one hundred percent (100%) vested in his accrued benefit at normal retirement age. A Member's normal retirement date shall be the first day of the month coincident with or next following the date the Member retires from the City after attaining normal retirement age.

* * * * *

SECTION 5: That Ordinance No. 03-57, adopting the amended and restated City of Leesburg Retirement Plan for General Employees, as subsequently amended, is further amended to amend Section 8, Disability, subsection 1., Disability Retirement, to read as follows:

* * * * *

1. Disability Retirement.

Any Member with ten (10) or more years of Credited Service who shall become totally and permanently disabled to the extent that he is unable, by reason of a medically determinable physical or mental impairment, to perform the regular duties of his usual course of employment as a General Employee or the duties of any other position or job the City makes available to him for which he may be qualified through training, education or experience, shall, upon establishing the same to the satisfaction of the Board, be entitled to a monthly pension benefit as provided for in subsection 2. Terminated persons, either vested or non-vested, are not eligible for disability benefits~~, except that those terminated by the City for medical reasons may apply for a disability within thirty (30) days after termination~~. Notwithstanding the previous sentence, if a Member is terminated by the City for medical reasons, the terminated person may apply for a disability benefit if the application is filed with the Board within thirty (30) days from the date of termination. If a timely application is received, it shall be processed and the terminated person shall be eligible to receive a disability benefit if the Board otherwise determines that he is totally and permanently disabled as provided for above.

* * * * *

SECTION 6: That Ordinance No. 03-57, adopting the amended and restated City of Leesburg Retirement Plan for General Employees, as subsequently amended, is further amended to amend Section 10, Optional Forms of Benefits, subsection 1.D., to read as follows:

* * * * *

D. For Members who do not participate in the DROP pursuant to Section 27, the Member may elect a percentage of benefit in a lump sum as follows:

(1) Ten percent (10%) of the total actuarial equivalent value of the benefit paid as a lump sum with the remaining ninety percent (90%) paid under the normal form or as per A, B or C above.

(2) Fifteen percent (15%) of the total actuarial equivalent value of the benefit paid as a lump sum with the remaining eighty-five percent (85%) paid under the normal form or as per A, B or C above.

(3) Twenty percent (20%) of the total actuarial equivalent value of the benefit paid as a lump sum with the remaining eighty percent (80%) paid under the normal form or as per A, B or C above.

(4) Twenty-five percent (25%) of the total actuarial equivalent value of the benefit paid as a lump sum with the remaining seventy-five percent (75%) paid under the normal form or as per A, B or C above.

* * * * *

SECTION 7: That Ordinance No. 03-57, adopting the amended and restated City of Leesburg Retirement Plan for General Employees, as subsequently amended, is further amended to amend Section 14, Maximum Pension, subsections 6., 8., 12.B., and by adding subsection 13., to read as follows:

* * * * *

6. Less than Ten (10) Years of Participation ~~or Service~~.

The maximum retirement benefits payable under this Section to any Member who has completed less than ten (10) years of ~~Credited Service with the City~~ participation shall be the amount determined under subsection 1 of this Section multiplied by a fraction, the numerator of which is the number of the Member's years of ~~Credited Service~~ participation and the denominator of which is ten (10). The reduction provided by this subsection cannot reduce the maximum benefit below 10% of the limit determined without regard to this subsection. The reduction provided for in this subsection shall not be applicable to pre-retirement disability benefits paid pursuant to Section 8, or pre-retirement death benefits paid pursuant to Section 7.

* * * * *

8. Ten Thousand Dollar ($10,000) Limit; Less Than Ten Years of Service.

Notwithstanding anything in this Section 14, the retirement benefit payable with respect to a Member shall be deemed not to exceed the limit set forth in this subsection 8. of Section 14 if the benefits payable, with respect to such Member under this System and under all other qualified defined benefit pension plans to which the City contributes, do not exceed ten thousand dollars ($10,000) for the applicable limitation year ~~and~~ or for any prior limitation year, and the City has not at any time maintained a qualified defined contribution plan in which the Member participated; provided, however, that if the Member has completed less than ten (10) years of Credited Service with the City, the limit under this subsection 8. of Section 14 shall be a reduced limit equal to ten thousand dollars ($10,000) multiplied by a fraction, the numerator of which is the number of the Member's years of Credited Service and the denominator of which is ten (10).

* * * * *

12. B. No Member of the System shall be allowed to receive a retirement benefit or pension which is in part or in whole based upon any service with respect to which the Member is already receiving, or will receive in the future, a retirement benefit or pension from a different employer's retirement system or plan. This restriction does not apply to social security benefits or federal benefits under Chapter ~~67~~ 1223, Title 10, U.S. Code.

13. Effect of Direct Rollover on 415(b) Limit.

If the plan accepts a direct rollover of an employee's or former employee's benefit from a defined contribution plan qualified under Code Section 401(a) which is maintained by the employer, any annuity resulting from the rollover amount that is determined using a more favorable actuarial basis than required under Code Section 417(e) shall be included in the annual benefit for purposes of the limit under Code Section 415(b).

SECTION 8: That Ordinance No. 03-57, adopting the amended and restated City of Leesburg Retirement Plan for General Employees, as subsequently amended, is further amended to amend Section 15, Minimum Distribution of Benefits, subsection 2.B.(4), to read as follows:

* * * * *

2. B. (4) If the Member's surviving spouse is the Member's sole designated beneficiary and the surviving spouse dies after the Member but before distributions to the surviving spouse begin, this subsection 2.B., other than subsection 2.B.(1), will apply as if the surviving spouse were the Member.

For purposes of this subsection 2.B. ~~and subsection 5.~~, distributions are considered to begin on the Member's required beginning date or, if subsection 2.B.(4) applies, the date of distributions are required to begin to the surviving spouse under subsection 2.B.(1). If annuity payments irrevocably commence to the Member before the Member's required beginning date (or to the Member's surviving spouse before the date distributions are required to begin to the surviving spouse under subsection 2.B.(1)), the date distributions are considered to begin is the date distributions actually commence.

* * * * *

SECTION 9: That Ordinance No. 03-57, adopting the amended and restated City of Leesburg Retirement Plan for General Employees, as subsequently amended, is further amended to amend Section 25, Prior Government Service, subsection 5., to read as follows:

* * * * *

5. In no event, however, may Credited Service be purchased pursuant to this Section for prior service with any other governmental agency, if such prior service forms or will form the basis of a retirement benefit or pension from a different employer's retirement system or plan as set forth in Section 14, subsection ~~8.B~~ 12.B.

* * * * *

SECTION 10: That Ordinance No. 03-57, adopting the amended and restated City of Leesburg Retirement Plan for General Employees, as subsequently amended, is further amended to amend Section 26, Reemployment After Retirement, to read as follows:

SECTION 26. REEMPLOYMENT AFTER RETIREMENT.

1. Any Member who is retired under this System, except for disability retirement as previously provided for, may be reemployed by any public or private employer, except the City of Leesburg, and may receive compensation from that employment without limiting or restricting in any way the retirement benefits payable under this System. Reemployment by the City of Leesburg

shall be subject to the limitations set forth in this Section. This System shall not allow or enroll any new Members effective September 30, 2008.

2. After Normal Retirement**.** ~~Any Retiree who is retired under normal retirement pursuant to this System and who is reemployed as a General Employee after that Retirement and, by virtue of that reemployment, is eligible to participate in this System, shall upon being reemployed select one of the following options:~~

~~A. The Retiree may elect to discontinue receipt of benefits. Upon reemployment, the Retiree shall be deemed to be fully vested and the additional Credited Service accrued during the subsequent employment period shall be used in computing a second benefit amount attributable to the subsequent employment period, which benefit amount shall be added to the benefit determined upon the initial retirement to determine the total benefit payable upon final Retirement. Calculations of benefits upon initial Retirement shall be based upon the benefit accrual rate, Average Final Compensation, and Credited Service as of that date and the retirement benefit amount for any subsequent employment period shall be based upon the benefit accrual rate, Average Final Compensation (based only on the subsequent employment period and not including any period of DROP participation), and Credited Service as of the date of the subsequent retirement. The amount of any death or disability benefit received as a result of a subsequent period of employment shall be reduced by the amount of accrued benefit eligible to be paid for a prior period of employment. The optional form of benefit and any joint pensioner selected upon initial retirement shall not be subject to change upon subsequent retirement except as otherwise provided herein, but the Member may select a different optional form and joint pensioner applicable to the subsequent retirement benefit; or~~

~~B. The Retiree may continue to receive retirement benefits previously earned and not be an active Member of the System. If this option is selected, the subsequent employment period shall have no effect upon Average Final Compensation, years of Credited Service or retirement benefits. Regardless of any other provision of this System, any retired and reemployed Retiree electing to continue to receive retirement benefits shall not be required to be an active Member of the System.~~

~~3.~~ Any Retiree who is retired under normal retirement pursuant to this System and who is reemployed by the City after that Retirement and, by virtue of that reemployment is ineligible to participate in this System, shall, during the period of such reemployment, continue to receive retirement benefits previously earned. Former Drop participants shall begin receipt of benefits under these circumstances.

~~4~~ 3. After Early Retirement. Any Retiree who is retired under early retirement pursuant to this System and who subsequently becomes an employee of the City in any capacity shall discontinue receipt of benefits from the System until the earlier of termination of employment or such time as the reemployed Retiree reaches age sixty-five (65). ~~If by virtue of that reemployment, the Retiree is eligible to participate in this System, the Retiree shall be deemed to be fully vested and the additional Credited Service accrued during the subsequent employment period shall be used in computing a second benefit amount attributable to the subsequent employment period, which benefit amount shall be added to the benefit determined upon the initial retirement to determine the total benefit payable upon final Retirement. Calculations of benefits upon retirement shall be based upon the benefit accrual rate, Average Final Compensation, Credited Service and early retirement reduction factor as of that date and the retirement benefit amount for any subsequent employment period shall be based upon the benefit accrual rate, Average Final Compensation (based only on the subsequent employment period), and Credited Service as of the date of subsequent retirement The amount of any death or disability benefit received as a result of a subsequent period of employment shall be reduced by the amount of accrued benefit eligible to be paid for a prior period of employment. The optional form of benefit and any joint pensioner selected upon initial retirement shall not be subject to change upon subsequent retirement except as otherwise provided herein, but~~

~~the member may select a different optional form and joint pensioner applicable to the subsequent retirement benefit. Retirement pursuant to an early retirement incentive program shall be deemed early retirement for purposes of this Section if the Member was permitted to retire prior to the customary retirement date provided for in the System at the time of retirement.~~

~~5. Reemployment of Terminated Vested Persons. Reemployed terminated vested persons shall not be subject to the provisions of this Section until such time as they begin to actually receive benefits. Upon receipt of benefits, terminated vested persons shall be treated as normal or early Retirees for purposes of applying the provisions of this Section and their status as an early or normal Retiree shall be determined by the date they elect to begin to receive their benefit.~~

~~6~~ 4. DROP participants. ~~Members or~~ Retirees who are or were in the Deferred Retirement Option Plan shall have the options provided for in this Section for reemployment upon termination of his employment.

SECTION 11: That Ordinance No. 03-57, adopting the amended and restated City of Leesburg Retirement Plan for General Employees, as subsequently amended, is further amended to amend Section 27, Deferred Retirement Option Plan, to read as follows:

SECTION 27. DEFERRED RETIREMENT OPTION PLAN.

1. Definitions.

As used in this Section 27, the following definitions apply:"

A. "DROP" -- The Retirement Plan for the General Employees' Deferred Retirement Option Plan.

B. "DROP Account" -- The account established for each DROP participant under subsection 3.

C. "Total return of the assets" -- For purposes of calculating earnings on a Member's DROP Account pursuant to subsection 3.B.(2)(b), for each fiscal year quarter, the percentage increase (or decrease) in the interest and dividends earned on investments, including realized and unrealized gains (or losses), of the total plan assets.

2. Participation.

A. Eligibility to Participate.

In lieu of terminating his employment as a general employee, any Member who is eligible for normal retirement under the System may elect to defer receipt of such service retirement pension and to participate in the DROP.

B. Election to Participate.

A Member's election to participate in the DROP must be made in writing in a time and manner determined by the Board and shall be effective on the first day of the first calendar month which is at least fifteen (15) business days after it is received by the Board.

C. Period of Participation.

A Member who elects to participate in the DROP under subsection 2.B., shall participate in the DROP for a period not to exceed 60 months beginning at the time his election to participate in the DROP first becomes effective. An election to participate in the DROP shall constitute an irrevocable election to resign from the service of the City not later than the date provided for in the previous sentence. A Member may participate only once.

D. Termination of Participation.

(1) A Member's participation in the DROP shall cease at the earlier of:

(a) the end of his permissible period of participation in the DROP as determined under subsection 2.C.; or

(b) termination of his employment as a general employee.

(2) Upon the Member's termination of participation in the DROP, pursuant to subsection (a) above, all amounts provided for in subsection 3.B., including monthly benefits and investment earnings and losses or interest, shall cease to be transferred from the System to his DROP Account. Any amounts remaining in his DROP Account shall be paid to him in accordance with the provisions of subsection 4. when he terminates his employment as a general employee.

(3) A Member who terminates his participation in the DROP under this subsection 2.D. shall not be permitted to again become a participant in the DROP.

E. Effect of DROP Participation on the System.

(1) A Member's Credited Service and his accrued benefit under the System shall be determined on the date his election to participate in the DROP first becomes effective. The Member shall not accrue any additional Credited Service or any additional benefits under the System (except for any additional benefits provided under any cost-of-living adjustment for Retirees in the System) while he is a participant in the DROP. After a Member commences participation, he shall not be permitted to again contribute to the System nor shall he be eligible for disability or pre-retirement death benefits, except as provide for in Section 26, Reemployment after Retirement.

(2) No amounts shall be paid to a Member from the System while the Member is a participant in the DROP. Unless otherwise specified in the System, if a Member's participation in the DROP is terminated other than by terminating his employment as a general employee, no amounts shall be paid to him from the System until he terminates his employment as a General Employee. Unless otherwise specified in the System, amounts transferred from the System to the Member's DROP Account shall be paid directly to the Member only on the termination of his employment as General Employee.

3. Funding.

A. Establishment of DROP Account.

A DROP Account shall be established for each Member participating in the DROP. A Member's DROP Account shall consist of amounts transferred to the DROP under subsection 3.B., and earnings or interest on those amounts.

B. Transfers From Retirement System.

(1) As of the first day of each month of a Member's period of participation in the DROP, the monthly retirement benefit he would have received under the System had he terminated his employment as a general employee and elected to receive monthly benefit payments thereunder shall be transferred to his DROP Account, except as otherwise provided for in subsection 2.D.(2). A Member's period of participation in the DROP shall be determined in accordance with the provisions of subsections 2.C. and 2.D., but in no event shall it continue past the date he terminates his employment as a general employee.

(2) Except as otherwise provided in subsection 2.D.(2), a Member's DROP Account under this subsection 3.B. shall be debited or credited ~~after each fiscal year quarter~~ with either:

(a) Interest at an effective rate of six and one-half percent (6 1/2%) per annum compounded quarterly determined on the last business day of the prior quarter's ending balance and credited to the Member's DROP Account as of such date; or

(b) Earnings, to be credited or debited to the Member's DROP Account, determined as of the last business day of each fiscal year quarter and debited or credited as of such date, determined as follows:

The average daily balance in a Member's DROP Account shall be credited or debited at a rate equal to the net investment return realized by the System for that quarter. "Net investment return" for the purpose of this paragraph is the total return of the assets in which the Member's DROP Account is invested by the Board net of brokerage commissions, transaction costs and management fees.

For purposes of calculating earnings on a Member's DROP Account pursuant to this subsection 3.B.(2)(b), brokerage commissions, transaction costs, and management fees shall be determined for each quarter by the investment consultant pursuant to contracts with fund managers as reported in the custodial statement. The investment consultant shall report these quarterly contractual fees to the Board. The investment consultant shall also report the net investment return for each manager and the net investment return for the total plan assets.

Upon electing participation in the DROP, the Member shall elect to receive either interest or earnings on his account to be determined as provided above. The Member may, in writing, elect to change his election only once during his DROP participation. An election to change must be made prior to the end of a quarter and shall be effective beginning the following quarter.

(3) A Member's DROP Account shall only be credited or debited with earnings or interest and monthly benefits while the Member is a participant in the DROP. A Member's final DROP account value for distribution to the Member upon termination of participation in the DROP shall be the value of the account at the end of the quarter immediately preceding termination of participation plus any monthly periodic additions made to the DROP account subsequent to the end of the previous quarter and prior to distribution. If a Member fails to terminate employment after participating in the DROP for the permissible period of DROP participation, then beginning with the Member's 1st month of employment following the last month of the permissible period of DROP participation, the Member's DROP Account will no longer be credited or debited with earnings or interest, nor will monthly benefits be transferred to the DROP account. All such non-transferred amounts shall be forfeited and continue to be forfeited while the Member is employed by the City. A Member employed by the after the permissible period of DROP participation will still not be eligible for pre-retirement death or disability benefits, and will not accrue additional Credited Service except as provided for in Section 26, Reemployment After Retirement.

4. Distribution of DROP Accounts on Termination of Employment.

A. Eligibility for Benefits.

A Member shall receive the balance in his DROP Account in accordance with the provisions of this subsection 4. upon his termination of employment as a General Employee. Except as provided in subsection 4.E., no amounts shall be paid to a Member from the DROP prior to his termination of employment as a General Employee.

B. Form of Distribution.

(1) Unless the Member elects otherwise, distribution of his DROP Account shall be made in a lump sum, subject to the direct rollover provisions set forth in subsection 4.F. ~~A Member may, however, elect, in such time and manner as the Board shall prescribe, that his DROP distribution be used to purchase a nonforfeitable fixed annuity payable in such form as the Member may elect.~~ Elections under this paragraph shall be in writing and shall be made in such time or manner as the Board shall determine.

(2) Notwithstanding the preceding, if a Member dies before his benefit is paid, his DROP Account shall be paid to his Beneficiary in such optional form as his Beneficiary may select. If no Beneficiary designation is made, the DROP Account shall be distributed to the Member's estate.

C. Date of Payment of Distribution.

Except as otherwise provided in this subsection 4., distribution of a Member's DROP Account shall be made as soon as administratively practicable following the Member's termination of employment. Distribution of the amount in a Member's DROP account will not be made unless the Member completes a written request for distribution and a written election on forms designated by the Board to either receive a cash lump sum or a rollover of the lump sum amount.

D. Proof of Death and Right of Beneficiary or Other Person.

The Board may require and rely upon such proof of death and such evidence of the right of any Beneficiary or other person to receive the value of a deceased Member's DROP Account as the Board may deem proper and its determination of the right of that Beneficiary or other person to receive payment shall be conclusive.

E. Distribution Limitation.

Notwithstanding any other provision of subsection 4., all distributions from the DROP shall conform to the "Minimum Distribution of Benefits" provisions as provided for herein.

F. Direct Rollover of Certain Distributions.

This subsection applies to distributions made on or after January 1, 2002. Notwithstanding any provision of the DROP to the contrary, a distributee may elect to have any portion of an eligible rollover distribution paid in a direct rollover as otherwise provided under the System in section .

5. Administration of DROP.

A. Board Administers the DROP.

The general administration of the DROP, the responsibility for carrying out the provisions of the DROP and the responsibility of overseeing the investment of the DROP's assets shall be placed in the Board. The members of the Board may appoint from their number such subcommittees with such powers as they shall determine; may adopt such administrative procedures and regulations as they deem desirable for the conduct of their affairs; may authorize one or more of their number or any agent to execute or deliver any instrument or make any payment on their behalf; may retain counsel, employ agents and provide for such clerical, accounting, actuarial and consulting services as they may require in carrying out the provisions of the DROP; and may allocate among themselves or delegate to other persons all or such portion of their duties under the DROP, other than those granted to them as Trustee under any trust agreement adopted for use in implementing the DROP, as they, in their sole discretion, shall decide. A Trustee shall not vote on any question relating exclusively to himself.

B. Individual Accounts, Records and Reports.

The Board shall maintain records showing the operation and condition of the DROP, including records showing the individual balances in each Member's DROP Account and the Board shall keep in convenient form such data as may be necessary for the valuation of the assets and liabilities of the DROP. The Board shall prepare and distribute to Members participating in the DROP

and other individuals or file with the appropriate governmental agencies, as the case may be, all necessary descriptions, reports, information returns, and data required to be distributed or filed for the DROP pursuant to the Code and any other applicable laws.

C. Establishment of Rules.

Subject to the limitations of the DROP, the Board from time to time shall establish rules for the administration of the DROP and the transaction of its business. The Board shall have discretionary authority to construe and interpret the DROP (including but not limited to determination of an individual's eligibility for DROP participation, the right and amount of any benefit payable under the DROP and the date on which any individual ceases to be a participant in the DROP). The determination of the Board as to the interpretation of the DROP or its determination of any disputed questions shall be conclusive and final to the extent permitted by applicable law.

D. Limitation of Liability.

(1) The Trustees shall not incur any liability individually or on behalf of any other individuals for any act or failure to act, made in good faith in relation to the DROP or the funds of the DROP.

(2) Neither the Board nor any Trustee of the Board shall be responsible for any reports furnished by any expert retained or employed by the Board, but they shall be entitled to rely thereon as well as on certificates furnished by an accountant or an actuary, and on all opinions of counsel. The Board shall be fully protected with respect to any action taken or suffered by it in good faith in reliance upon such expert, accountant, actuary or counsel, and all actions taken or suffered in such reliance shall be conclusive upon any person with any interest in the DROP.

6. General Provisions.

A. The DROP is not a separate retirement plan.

Instead, it is a program under which a Member who is eligible for normal retirement under the System may elect to accrue future retirement benefits in the manner provided in this Section 27 for the remainder of his employment, rather than in the normal manner provided under the plan. Upon termination of employment, a Member is entitled to a lump sum distribution of his or her DROP Account balance or may elect a rollover. The DROP Account distribution is in addition to the Member's monthly benefit.

B. Notional account.

The DROP Account established for such a Member is a notional account, used only for the purpose of calculation of the DROP distribution amount. It is not a separate account in the System. There is no change in the System's assets, and there is no distribution available to the Member until the Member's termination from the DROP. The Member has no control over the investment of the DROP account.

C. No employer discretion.

The DROP benefit is determined pursuant to a specific formula which does not involve employer discretion.

D. IRC limit.

The DROP Account distribution, along with other benefits payable from the System, is subject to limitation under Internal Revenue Code Section 415(b).

(~~A~~ E) Amendment of DROP.

The DROP may be amended by an ordinance of the City at any time and from time to time, and retroactively if deemed necessary or appropriate, to amend in whole or in part any or all of the provisions of the DROP. However, except as otherwise provided by law, no amendment shall make it possible for any part of the DROP's funds to be used for, or diverted to, purposes other than for the exclusive benefit of persons entitled to benefits under the DROP. No amendment shall be made which has the effect of decreasing the balance of the DROP Account of any Member.

~~B~~ F. Facility of Payment.

If a Member or other person entitled to a benefit under the DROP is unable to care for his affairs because of illness or accident or is a minor, the Board shall direct that any benefit due him shall be made only to a duly appointed legal representative. Any payment so made shall be a complete discharge of the liabilities of the DROP for that benefit.

~~C~~ G. Information.

Each Member, Beneficiary or other person entitled to a benefit, before any benefit shall be payable to him or on his account under the DROP, shall file with the Board the information that it shall require to establish his rights and benefits under the DROP.

~~D~~ H. Prevention of Escheat.

If the Board cannot ascertain the whereabouts of any person to whom a payment is due under the DROP, the Board may, no earlier than three (3) years from the date such payment is due, mail a notice of such due and owing payment to the last known address of such person, as shown on the records of the Board or the City. If such person has not made written claim therefor within three (3) months of the date of the mailing, the Board may, if it so elects and upon receiving advice from counsel to the System, direct that such payment and all remaining payments otherwise due such person be canceled on the records of the System. Upon such cancellation, the System shall have no further liability therefor except that, in the event such person or his Beneficiary later notifies the Board of his whereabouts and requests the payment or payments due to him under the DROP, the amount so applied shall be paid to him in accordance with the provisions of the DROP.

~~E~~ I. Written Elections, Notification.

(1) Any elections, notifications or designations made by a Member pursuant to the provisions of the DROP shall be made in writing and filed with the Board in a time and manner determined by the Board under rules uniformly applicable to all employees similarly situated. The Board reserves the right to change from time to time the manner for making notifications, elections or designations by Members under the DROP if it determines after due deliberation that such action is justified in that it improves the administration of the DROP. In the event of a conflict between the provisions for making an election,

notification or designation set forth in the DROP and such new administrative procedures, those new administrative procedures shall prevail.

(2) Each Member or Retiree who has a DROP Account shall be responsible for furnishing the Board with his current address and any subsequent changes in his address. Any notice required to be given to a Member or Retiree hereunder shall be deemed given if directed to him at the last such address given to the Board and mailed by registered or certified United States mail. If any check mailed by registered or certified United States mail to such address is returned, mailing of checks will be suspended until such time as the Member or Retiree notifies the Board of his address.

~~F~~ J. Benefits Not Guaranteed.

All benefits payable to a Member from the DROP shall be paid only from the assets of the Member's DROP Account and neither the City nor the Board shall have any duty or liability to furnish the DROP with any funds, securities or other assets except to the extent required by any applicable law.

~~G~~ K. Construction.

(1) The DROP shall be construed, regulated and administered under the laws of Florida, except where other applicable law controls.

(2) The titles and headings of the subsections in this Section are for convenience only. In the case of ambiguity or inconsistency, the text rather than the titles or headings shall control.

~~H~~ L. Forfeiture of Retirement Benefits.

Nothing in this Section shall be construed to remove DROP participants from the application of any forfeiture provisions applicable to the System. DROP participants shall be subject to forfeiture of all retirement benefits, including DROP benefits.

~~I~~ M. Effect of DROP Participation on Employment.

Participation in the DROP is not a guarantee of employment and DROP participants shall be subject to the same employment standards and policies that are applicable to employees who are not DROP participants.

SECTION 12: Specific authority is hereby granted to codify and incorporate this Ordinance in the existing Code of Ordinances of the City of Leesburg.

SECTION 13: All Ordinances or parts of Ordinances in conflict herewith be and the same are hereby repealed.

SECTION 14: If any section, subsection, sentence, clause, phrase of this ordinance, or the particular application thereof shall be held invalid by any court, administrative agency, or other body with appropriate jurisdiction, the remaining section, subsection, sentences, clauses, or phrases under application shall not be affected thereby.

SECTION 15: That this Ordinance shall become effective upon its adoption.

PASSED AND ADOPTED AT A REGULAR MEETING OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, HELD ON THE____DAY OF _____, 2016.

_____
MAYOR

ATTEST:

_____
CITY CLERK

Approved as to form:

_____
CITY ATTORNEY

dm/lsb/gen/08-29-16.ord

Law Offices
Christiansen & Dehner, P.A.
63 Sarasota Center Blvd. Suite 107 Sarasota, Florida 34240 • 941-377-2200 • Fax 941-377-4848

September 21, 2016

Mr. Bill Spinelli
Finance Director
City of Leesburg
Post Office Box 490630
Leesburg, FL 34749-0630

Re: Leesburg Retirement Plan for General Employees - Proposed Ordinance

Dear Mr. Spinelli:

Enclosed please find a proposed ordinance amending the City of Leesburg Retirement Plan for General Employees. With changes to the Internal Revenue Code (IRC) and its associated Regulations, as well as guidance from the Internal Revenue Service (IRS), the following amendments to the pension plan are proposed:

1. Section 1, Definitions, is being amended for IRC changes and requirements, to amend the definitions of:

    a. Actuarial Equivalent - to amend the definition to incorporate the Mortality Table and interest rate currently being used by the plan's actuary
    b. Credited Service - to clarify IRC regulations on leave conversions
    c. Retirement - to indicate that members entering the DROP are entering Retirement status
    d. Spouse - To clarify the definition in accordance with a recent US Supreme Court ruling

2. Section 2, Membership, has been amended to remove opt-out options from the plan that are no longer applicable.

3. Section 4, Finances and Fund Management, is being amended to further incorporate recent IRC requirements with regard to investments in commingled funds.

4. Section 6, Benefit amounts and eligibility, is being amended to change the Normal Retirement Date to include IRC required language regarding Normal Retirement Age and Normal Retirement Date.

6. Section 10, Optional Forms of Benefits, has been amended to amend the optional form of benefit known as a partial lump sum option (PLOP), to clarify that the percentage chosen is calculated as a percent of the total actuarial equivalent value of the member's benefit.

7. Section 14, Maximum Pension, has had several subsections amended to comply with IRC changes.

8. Section 15, Minimum Distribution of Benefits, is being amended for a reference clarification in subsection 2.B.4.

9. Section 25, Prior Government Service, subsection 5, is being amended to correct a reference.

10. Section 26, Reemployment After Retirement, is being amended to clearly reflect recent IRC guidance on the ability to continue to receive retirement benefits from the system upon reemployment after normal or early retirement, as well as remove language that is no longer applicable as the plan will not accept new members.

11. Section 27, Deferred Retirement Option Plan, is being amended in accordance with recent direction from the IRS in connection with the issuance of several recent Favorable Determination Letters to clarify investment returns on DROP accounts and add several sections clarifying the DROP provisions as required by the IRS.

By copy of this letter to the Board's actuary, Foster & Foster, Inc., I am requesting that they provide you with a letter indicating the cost, if any, associated with the adoption of this ordinance.

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

Yours very truly,

Scott R. Christiansen

SRC/dm
enclosure

cc: Patrick Donlan, with enclosure
Susy Pita, with enclosure

FOSTER & FOSTER
ACTUARIES AND CONSULTANTS

September 23, 2016

Ms. Susy Pita, Plan Administrator
21629 Stirling Pass
Leesburg, FL 34748

Re: City of Leesburg
Retirement Plan for General Employees

Dear Ms. Pita:

In response to Scott Christiansen's letter dated August 30, 2016, we have reviewed the Ordinance (identified on page 18 as dm/lsb/gen/08-29-16.ord) amending the Plan to comply with recent changes to the Internal Revenue Code and have determined that its adoption will have no impact on the assumptions used in determining the funding requirements of the program.

Additionally, the definition of Actuarial Equivalent is being amended to match the current valuation assumptions for mortality and interest. While adoption of these assumptions may result in a de minimis impact (either positive or negative) over the life of the Plan, it is not currently measureable, and therefore does not result in an immediate change to the Plan's funding requirements.

Because the changes do not result in a change in the valuation results, it is our opinion that a formal Actuarial Impact Statement is not required in support of its adoption. However, since the Division of Retirement must be aware of the current provisions of all public pension programs, it is recommended that you send a copy of this letter and a copy of the fully executed Ordinance to the following office:

Mr. Keith Brinkman
Bureau of Local Retirement Systems
Division of Retirement
P. O. Box 9000
Tallahassee, FL 32315-9000

If you have any questions, please let me know.

Sincerely,

Patrick T. Donlan

cc: Scott R. Christiansen, Board Attorney

AGENDA MEMORANDUM

Item No: 6C.

Meeting Date: November 14, 2016

From: Dan Miller, Planning and Zoning Manager

Subject: Ordinance rezoning property for the proposed Stonegate Development, on U.S. Highway 27 from C-3 (Highway Commercial) to PUD (Planned Unit Development

---

Staff Recommendation

The Planning Commission and Planning and Zoning Staff recommend approval of the attached ordinance which rezones property from C-3 (Highway Commercial) to PUD (Planned Unit Development).

Analysis

The applicant has requested to amend the current zoning to allow for a mixed use development which will contain an Assisted Living Facility along with retail, restaurant and office uses. The property is generally located northeast of the intersection of Arlington Ridge Boulevard and U.S. Highway 27, on the east side of U.S. Highway 27. The property is currently undeveloped. The current zoning is C-3 (Highway Commercial) and the future land use is General Commercial. The proposed zoning is consistent with the existing and desired forms of development in the area.

The Leesburg Planning Commission held a public hearing on September 22, 2016, and by a vote of 6-0, recommended approval.

Options

1. Approve the requested rezoning, or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact

Upon development a positive fiscal impact is expected, as the proposed development will provide new jobs to the area, along with increased tax revenues and city utility service charges.

Submission Date and Time: 11/14/2016 9:59 AM

Department: __Comm Development____ **Prepared by:** _Dan Miller___ **Attachments:** X Yes____ No _____ **Advertised:**_____**Not Required** _____ **Dates:**_____ **Attorney Review :** Yes___ No ____ _____ **Revised 6/10/04**	**Reviewed by: Dept. Head** _____ **Finance Dept.** _____ **Deputy C.M.** ___**MWR**_____ **Submitted by:** **City Manager** _____	**Account No.** _____ **Project No.** _____ **WF No.** _____ **Budget** _____ **Available** _____

ORDINANCE NO._____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, REZONING APPROXIMATELY 30 +/- ACRES FROM C-3 (HIGHWAY COMMERCIAL) TO PUD (PLANNED UNIT DEVELOPMENT) ON PROPERTY GENERALLY LOCATED NORTHEAST OF THE INTERSECTION OF ARLINGTON RIDGE BOULEVARD AND US HIGHWAY 27 AND LYING EAST OF US HIGHWAY 27 AS LEGALLY DESCRIBED IN SECTIONS 13, 14, 23, AND 24, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (STONEGATE)

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

Section 1:

Based upon the petition of Mr. Dan Tatro, on behalf of Investment Properties of FL LLC, the petitioner of the property hereinafter described, which petition has heretofore been approved 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 C-3 (Highway Commercial) to PUD (Planned Unit Development) with conditions as shown in Exhibit A attached hereto, to wit:

Section 2:

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

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held the _____ day of _____ 2016.

_____
Jay Hurley, Mayor

ATTEST:

_____
J. Andi Purvis, City Clerk

CASE #: PUD-16-136 **EXHIBIT A**

STONEGATE
REZONING TO PUD (PLANNED UNIT DEVELOPMENT)
PLANNED DEVELOPMENT CONDITIONS
September 22, 2016

These Planned Development Conditions for a PUD (Planned Unit Development) District are granted by the City of Leesburg Planning Commission, Lake County, Florida to Investment Properties of M & B, LLC, (Mackie McCabe) "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 for residential and commercial uses use on an approximately 30 +/- acre site within the City of Leesburg in accordance with their Planned Development application and supplemental information. The site is currently undeveloped.

PURPOSE

The purpose of this document is to provide appropriate zoning standards to maintain a high quality built environment through the application of flexible and diversified land use and development requirements. The request is to rezone the property from C-3 (Highway Commercial) to PUD (Planned Unit Development) to allow retail, medical and office uses. Changing the zoning on these parcels will allow an appropriate mix of uses for this location.

1. PERMISSION

Permission is hereby granted to Investment Properties of M & B, LLC, (Mackie McCabe) 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 on the east side of U.S. Highway 27, south of County Road 48.

2. LEGAL DESCRIPTION

See attached legal Exhibit B

3. LAND USES

The above-described property shall be used for PUD (Planned Unit Development) uses as specifically provided herein, and pursuant to City of Leesburg development codes and standards.

A. Uses

1) Uses shall be those listed as permitted uses in this document and shall occupy the approximate area as shown on the Conceptual Site Plan, Exhibit C.

2) Permitted Uses shall be as follows:

a. Residential Uses including:

i. assisted living (ALF) and independent living (ILF)

ii. nursing homes

iii. educational facilities (classrooms)

iv. Emergency care facilities

iv. Pharmacy, physician and dental offices (minor patient family accommodations), other medical related uses.

b. Commercial and retail uses including:

i. general office uses

ii. mini-warehouses and storage

iii. Other uses in the C-3 (Highway Commercial) zoning district shall be allowed except for any uses specifically listed as prohibited herein.

c. Other related uses may be included by written determination of the Planning & Zoning Manager. Such uses shall be consistent with the intent and purpose of the zoning requirements set forth in these SPUD conditions, and shall meet the parking standards as required herein. Parking availability may limit the permitted uses.

3) Prohibited Uses shall be as follows:

a. rehab centers (including drug and alcohol)

b. outdoor recreation

c. bars/clubs/lounges

d. cinema or theater

e. funeral home/mortuary/crematoriums

f. package store (alcohol)

g. car wash

h. transient accommodations

i. truck stops

j. passenger terminals

k. automotive uses

l. light or heavy industrial uses

m. thrift stores

n. stockpiling

o. all waste related services

p. Any other similar uses which are not considered medical, office, or commercial in character or intensity which may adversely impact the adjoining properties do to traffic, noise, dust, etc.

B. <u>Area</u>

The Impervious surface coverage for this site shall not exceed eighty (80) percent of the gross site area.

C. <u>Open Space</u>

A minimum of twenty (20) 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.

4. SITE ACCESS

A. Access to the property shall be from U.S. Highway 27. Prior to construction, all access points shall be subject to permitting through the City of Leesburg, Lake County or the Florida Department of Transportation as required by law.

5. GENERAL DEVELOPMENT STANDARDS

A. The minimum development standards shall be those required for the C-3 (Highway Commercial) district except as amended by these conditions and may limit the permitted uses based on site plan requirements.

B. All signs placed or constructed on the property shall comply with *Article VI- Sign Regulations, Section 25-421 through Section 25-426,* City of Leesburg Code of Ordinances, as amended.

C. All operations shall be carried on entirely within an enclosed structure, except as permitted under accessory uses of Section 25-284, City of Leesburg Code of Ordinances, as amended.

6. ARCHITECTURAL STANDARDS

A. Currently, the Leesburg City Commission is considering the implementation of Architectural Standards for new development and redevelopment. 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:

1. Architectural Theme

i. All buildings shall have a common architectural theme, and all four (4) sides of each building shall be finished in the same design and materials as used in the front of the building.

2. 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.

3.. 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:

a 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.

b. 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).

c. 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.

d. Metal, aluminum, Masonite or vinyl siding shall not be used as a siding or finishing material for the exterior of any building constructed under the terms of this Small Planned Unit Development agreement.

e. The Community Development Director, or designee, shall review the final exterior building design and materials based on the requirements of the Architectural Standards set forth herein, and such review shall include the adherence to the requirements of the City of Leesburg Code of Ordinances, as amended.

4. 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.

5. 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.

7. <u>PARKING</u>

A. The permittee shall have off-street parking spaces within the property per an approved site plan pursuant to the City of Leesburg Code of Ordinances, which shall include the required number of handicapped parking spaces. The location and design of the proposed parking areas will be reviewed during the site plan review process to provide for adequate parking, which may limit the permitted uses of the site.

8. <u>WETLANDS</u>

A. Should 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. Wetlands shall have a minimum upland buffer as established by the Department of Environmental Protection, 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 If wetland alteration is permitted by the Department of Environmental Protection, 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 the Department of Environmental Protection, St. Johns River Water Management District or U.S. Army Corp of Engineers, whichever is more restrictive.

9. <u>DRAINAGE AND UTILITIES</u>

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:

1) A detailed site plan demonstrating no direct discharge of stormwater runoff generated by the development into any natural surface waters or onto adjacent properties.

2) A detailed site plan indicating all provisions for electric, water, sewer, and natural gas in accordance with the site plan review process as required by the City of Leesburg Code of Ordinances.

10. <u>STORMWATER</u>

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, reuse water 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 unpermitted direct discharge of stormwater runoff generated by the development into any natural surface waters or onto adjacent properties.

B. A stormwater management system designed and permitted to meet all applicable St. Johns River Water Management District and City of Leesburg requirements.

C. A responsible legal entity such as a property owners association shall be required for the maintenance of the stormwater management system on the property. This entity shall be created prior to the first certificate of occupancy of any structure on the property.

D. The 100-year flood plain and wetlands jurisdictional line shall be shown on the appropriate plans.

E. A copy of the Management and Storage of Surface Waters permit obtained from St. Johns River Water Management District.

F. 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.

11. TRANSPORTATION

A. All future transportation improvements shall be based on a current traffic analysis and shall be contingent upon Site Plan approval of the project site by City staff during the development review and permitting process. All required transportation improvements shall comply with all regulations and permitting requirements of the City of Leesburg, Lake County, and/or the Florida Department of Transportation as applicable.

B. The Permittee shall be responsible for obtaining all necessary Lake County and City of Leesburg permits for future development of the project site and a copy of all permits shall be provided to the City of Leesburg.

C. The Permittee shall provide all necessary improvements such as turn lanes or signalization within and adjacent to the development on as required by a traffic study for the project. Required improvements shall be reviewed and approved by Florida Department of Transportation, Lake County and City of Leesburg prior to construction.

D. All roads within the development shall be designed and constructed to meet the City of Leesburg requirements.

E. Sidewalks shall be a minimum width of five feet. All sidewalks shall be constructed in accordance with City of Leesburg Code of Ordinances.

12. LANDSCAPING AND BUFFER REQUIREMENTS

A. Landscaping –

All required landscaping and buffering shall be constructed in accordance with regulations contained within the City of Leesburg Code of Ordinances, including the following:

1. As each lot is developed, a street side landscape buffer shall be constructed on the eastern boundary of the property along U.S. Highway 27, as required by the City of Leesburg Code of Ordinances.
2. A five (5) foot landscape buffer shall be installed property lines of all lots not fronting on U.S. 27 or the Palatlakaha River. This five (5) foot buffer shall meet or exceed the following requirements. Ground cover, including mulch, pine bark, cedar, rock or synthetic mulch; shrubbery at a rate of 30" on center, a minimum of 18"-24" tall at planting, and two canopy or three understory trees, per 100 linear feet.

B. Other Buffers -

1. An upland buffer shall be placed along the Palatlakaha River as required by the City of Leesburg, Florida Department of Environmental Protection, St. Johns

River Water Management District and/or U.S. Army Corp of Engineers, whichever is more restrictive.

2. Land uses allowed within the upland buffers are limited to overlooks, hiking trails, walkways, passive recreation activities and stormwater facilities as permitted by St. Johns River Water Management District.

C. Variations

Variations to the landscape and buffer requirements of the code may be approved by the Planning and Zoning Manager or designee as long as the intent of the SPUD and the Code are maintained.

13. MAINTENANCE

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

14. 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 through rezoning the property, or in accordance with the Planned Development amendment process.

B. A wildlife management plan for the project site shall be prepared based on the results of the environmental permit approvals obtained from applicable governmental agencies.

C. 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.

D. Construction and operation of the proposed use(s) shall at all times comply with City and other governmental agencies rules and regulations.

E. 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.

F. These SPUD 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.

15. LEVELS OF SERVICE

As submitted, the proposed zoning change does not appear to result in demands on public facilities which would exceed the current capacity of some public facilities, such as, but not

limited to roads, sewage, water supply, drainage, solid waste, parks and recreation, schools and emergency medical facilities. However, no final development order (building permits) shall be granted for a proposed development until there is a finding that all public facilities and services required for the development have sufficient capacity at or above the adopted level of service (LOS) to accommodate the impacts of the development, or that improvements necessary to bring facilities up to their adopted LOS will be in place concurrent with the impacts of the development.

LEGAL DESCRIPTION **EXHIBIT B**

That part of the Northeast 1/4 of the Northeast 1/4 of Section 23, Township 20 South, Range 24 East, Lake County, Florida; lying Westerly of the centerline of the Palatlakaha Creek as described in Official Records Book 336, Page 451 and Official Records Book 479, Page 416, Public Records of Lake County, Florida, and Easterly of the easterly right-of-way line of U.S. Highway No. 27.

That part of the Southeast 1/4 of the Southeast 1/4 of Section 14, Township 20 South, Range 24 East in Lake County, Florida, lying Southerly and Westerly of the centerline of the Palatlakaha Creek as described in Official Records Book 336, Page 451 and Official Records Book 479, Page 416, Public Records of Lake County, Florida, and Easterly of the Easterly right-of-way line of U.S. Highway No. 27, Less and except that portion conveyed in Official Records Book 1154, Page 290, more particularly described as follows:

Commence at the Southeast corner of the NE 1/4 of the SE 1/4 of Section 14, Township 20 South, Range 24 East, in Lake County, Florida, and run N.89°24'40"W., along the South line of the NE 1/4 of the SE 1/4 a distance of 661.12 feet to the Point of Beginning of this description; from said Point of Beginning, continue N.89°24'40"W., along the South line of the NE 1/4 of the SE 1/4 , said line also being the North line of the SE 1/4 of the SE 1/4 of said Section 14, a distance of 531.62 feet to a point on the Northeasterly right-of-way line of U.S. Highway No. 27, said point being on a curve concave Northeasterly and having a radius of 5661.65 feet and a radial bearing of S.62°21'46 W.; thence Southeasterly along the arc of said curve and Northeasterly right-of-way line of said U.S. Highway No. 27 through a central angle of 00°22'22" an arc length of 36.84 feet to the North right-of-way line of S.C.L. Railroad; thence leaving said Northeasterly right-of-way line of U.S. Highway No. 27 run N.89°48'39"E., along the North right-of-way line of the S.C L.Railroad a distance of 515.42 feet; thence N.00°35'20"E., 26.07 feet to the Point of Beginning.

That part of the Southwest 1/4 of the Southwest 1/4 of Section 13, Township 20 South, Range 24 East, Lake County, Florida, lying Southerly and Westerly of the centerline of the Palatlakaha Creek as described in Official Records Book 336, Page 451 and Official Records Book 479, Page 416, Public Records of Lake County, Florida.

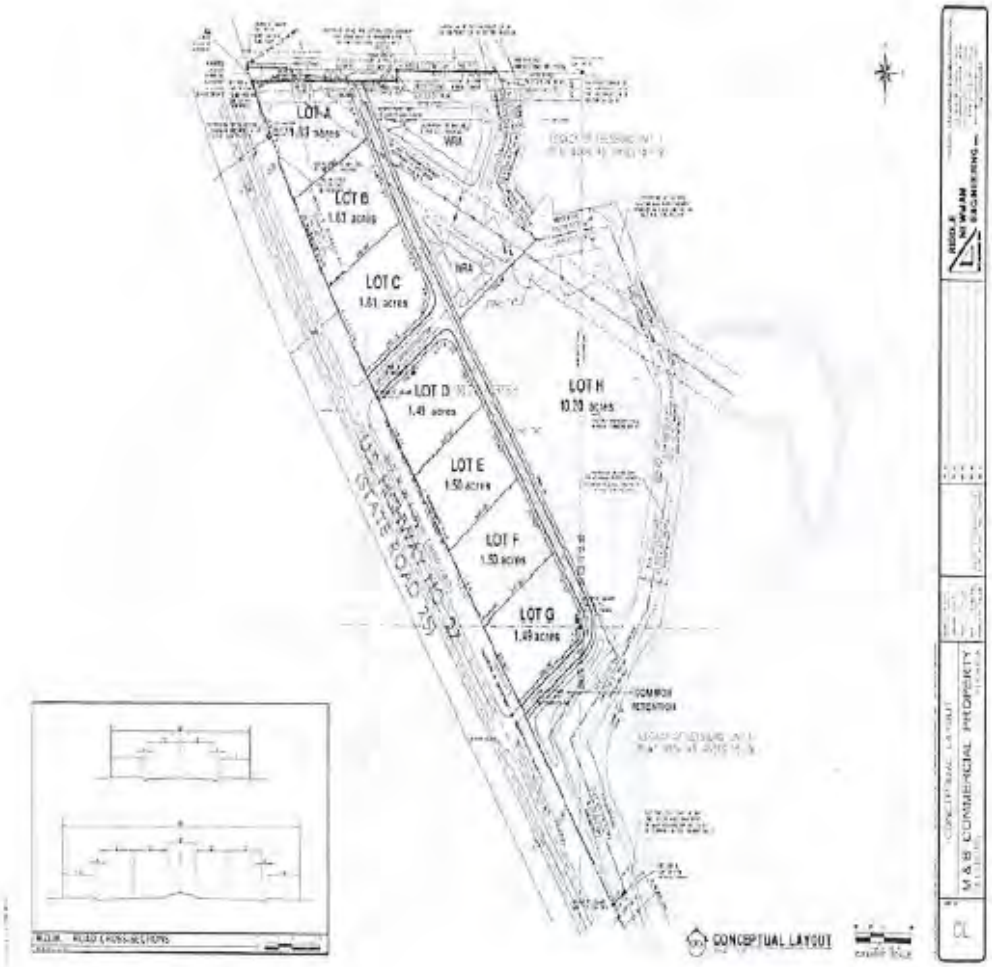
That part of the Northwest 1/4 of the Northwest 1/4 of Section 24, Township 20 South, Range 24 East, Lake County, Florida, lying Westerly of the centerline of the Palatlakaha Creek as described in Official Records Book 336, Page 451 and Official Records Book 479, Page 416, Public Records of Lake County, Florida, and Easterly of the Easterly right-of-way line of U.S. Highway No. 27, and lying Northwesterly of the Northwesterly line of the additional right-of-way acquired by the State of Florida for U.S. Highway No. 27 (State Road No. 25).

That part of the abandoned right-of-way and spur line of the Atlantic Coast Line Railroad lying within the part of the Southeast 1/4 of the Southeast 1/4 of Section 14, Township 20 South, Range 24 East, lying East of the Easterly line of the right-of-way of U.S. Highway No. 27, and lying Westerly of the centerline of Palatlakaha Creek as described in Official Records Book 336, Page 451 and Official Records Book 479, Page 416, Public Records of Lake County, Florida.

Together with Reciprocal Cross Access Easement by and between Clifford F. Cook and Allen R. Kelley and Zappala Muscarella and Associates, Inc , a Florida Corporation recorded July 10, 2002 in Official Records Book 2140, Page 2212, Public Records of Lake County, Florida.

Lake County Alternate Key(s) #: 1087929, 1087937, 1088127, 3800586

SITE PLAN **EXHIBIT C**



CITY OF LEESBURG PLANNING & ZONING DIVISION
RECOMMENDATIONS

DATE:	September 22, 2016
OWNER:	Investment Properties of M&B, LLC, (Mackie McCabe)
PETITIONER	Dan Tatro
PROJECT:	Stonegate Development
REQUEST:	Planned Unit Development
CASE NO.:	PUD-16-136

THE PLANNING & ZONING DIVISION RECOMMENDS:

APPROVAL of the request

for the following reason(s):

1. The proposed zoning amendment is compatible with adjacent properties zoned Lake County R-2 (Estate Residential) to the north, City R1-A (Single Family Residential) to the east and south, and PUD (Planned Unit Development) to the west. This proposal does not appear to create a detriment to surrounding properties.

2. The proposed zoning district PUD (Planned Unit Development) as conditioned and shown in the attached "Exhibit A," is compatible with the current City Future Land Use designation of General Commercial.

3. The rezoning of the subject properties is consistent with the City's Growth Management Plan, Future Land Use Element, Goal I, and Objective 1.6.

Action Requested:

1. Vote to approve the request to rezone the subject property from C-3 (Highway Commercial) to PUD (Planned Unit Development) with the proposed Stonegate Planned Development Conditions attached hereto as Exhibit A-C and forward to the City Commission for consideration.

STONEGATE
REZONING TO PUD (PLANNED UNIT DEVELOPMENT)
PLANNED DEVELOPMENT CONDITIONS
September 22, 2016

These Planned Development Conditions for a PUD (Planned Unit Development) District are granted by the City of Leesburg Planning Commission, Lake County, Florida to Investment Properties of M & B, LLC, (Mackie McCabe) "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 for residential and commercial uses use on an approximately 30 +/- acre site within the City of Leesburg in accordance with their Planned Development application and supplemental information. The site is currently undeveloped.

PURPOSE
The purpose of this document is to provide appropriate zoning standards to maintain a high quality built environment through the application of flexible and diversified land use and development requirements. The request is to rezone the property from C-3 (Highway Commercial) to PUD (Planned Unit Development) to allow retail, medical and office uses. Changing the zoning on these parcels will allow an appropriate mix of uses for this location.

1. PERMISSION
Permission is hereby granted to Investment Properties of M & B, LLC, (Mackie McCabe) 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 on the east side of U.S. Highway 27, south of County Road 48.

2. LEGAL DESCRIPTION
See attached legal Exhibit B

3. LAND USES
The above-described property shall be used for PUD (Planned Unit Development) uses as specifically provided herein, and pursuant to City of Leesburg development codes and standards.

A. Uses

1) Uses shall be those listed as permitted uses in this document and shall occupy the approximate area as shown on the Conceptual Site Plan, Exhibit C.

2) Permitted Uses shall be as follows:

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i. assisted living (ALF) and independent living (ILF)

ii. nursing homes

iii. educational facilities (classrooms)

iv. Emergency care facilities

iv. Pharmacy, physician and dental offices (minor patient family accommodations), other medical related uses.

b. Commercial and retail uses including:

i. general office uses

ii. mini-warehouses and storage

iii. Other uses in the C-3 (Highway Commercial) zoning district shall be allowed except for any uses specifically listed as prohibited herein.

c. Other related uses may be included by written determination of the Planning & Zoning Manager. Such uses shall be consistent with the intent and purpose of the zoning requirements set forth in these SPUD conditions, and shall meet the parking standards as required herein. Parking availability may limit the permitted uses.

3) Prohibited Uses shall be as follows:

a. rehab centers (including drug and alcohol)

b. outdoor recreation

c. bars/clubs/lounges

d. cinema or theater

e. funeral home/mortuary/crematoriums

f. package store (alcohol)

g. car wash

h. transient accommodations

i. truck stops

j. passenger terminals

k. automotive uses

l. light or heavy industrial uses

m. thrift stores

n. stockpiling

o. all waste related services

p. Any other similar uses which are not considered medical, office, or commercial in character or intensity which may adversely impact the adjoining properties do to traffic, noise, dust, etc.

B. Area

The Impervious surface coverage for this site shall not exceed eighty (80) percent of the gross site area.

C. Open Space

A minimum of twenty (20) 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.

4. SITE ACCESS

A. Access to the property shall be from U.S. Highway 27. Prior to construction, all access points shall be subject to permitting through the City of Leesburg, Lake County or the Florida Department of Transportation as required by law.

5. GENERAL DEVELOPMENT STANDARDS

A. The minimum development standards shall be those required for the C-3 (Highway Commercial) district except as amended by these conditions and may limit the permitted uses based on site plan requirements.

B. All signs placed or constructed on the property shall comply with *Article VI- Sign Regulations, Section 25-421 through Section 25-426,* City of Leesburg Code of Ordinances, as amended.

C. All operations shall be carried on entirely within an enclosed structure, except as permitted under accessory uses of Section 25-284, City of Leesburg Code of Ordinances, as amended.

6. ARCHITECTURAL STANDARDS

A. Currently, the Leesburg City Commission is considering the implementation of Architectural Standards for new development and redevelopment. 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:

1. Architectural Theme

   i. All buildings shall have a common architectural theme, and all four (4) sides of each building shall be finished in the same design and materials as used in the front of the building.

2. 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.

3.. 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:

      a. 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.

b. 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).

c. 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.

d. Metal, aluminum, Masonite or vinyl siding shall not be used as a siding or finishing material for the exterior of any building constructed under the terms of this Small Planned Unit Development agreement.

e. The Community Development Director, or designee, shall review the final exterior building design and materials based on the requirements of the Architectural Standards set forth herein, and such review shall include the adherence to the requirements of the City of Leesburg Code of Ordinances, as amended.

4. 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.

5. 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.

7. <u>PARKING</u>

A. The permittee shall have off-street parking spaces within the property per an approved site plan pursuant to the City of Leesburg Code of Ordinances, which shall include the required number of handicapped parking spaces. The location and design of the proposed parking areas will be reviewed during the site plan review process to provide for adequate parking, which may limit the permitted uses of the site.

8. <u>WETLANDS</u>

A. Should 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. Wetlands shall have a minimum upland buffer as established by the Department of Environmental Protection, 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 If wetland alteration is permitted by the Department of Environmental Protection, 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 the Department of Environmental Protection, St. Johns River Water Management District or U.S. Army Corp of Engineers, whichever is more restrictive.

9. <u>DRAINAGE AND UTILITIES</u>

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:

1) A detailed site plan demonstrating no direct discharge of stormwater runoff generated by the development into any natural surface waters or onto adjacent properties.

2) A detailed site plan indicating all provisions for electric, water, sewer, and natural gas in accordance with the site plan review process as required by the City of Leesburg Code of Ordinances.

10. <u>STORMWATER</u>

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, reuse water 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 unpermitted direct discharge of stormwater runoff generated by the development into any natural surface waters or onto adjacent properties.

B. A stormwater management system designed and permitted to meet all applicable St. Johns River Water Management District and City of Leesburg requirements.

C. A responsible legal entity such as a property owners association shall be required for the maintenance of the stormwater management system on the property. This entity shall be created prior to the first certificate of occupancy of any structure on the property.

D. The 100-year flood plain and wetlands jurisdictional line shall be shown on the appropriate plans.

E. A copy of the Management and Storage of Surface Waters permit obtained from St. Johns River Water Management District.

F. 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.

11. TRANSPORTATION

A. All future transportation improvements shall be based on a current traffic analysis and shall be contingent upon Site Plan approval of the project site by City staff during the development review and permitting process. All required transportation improvements shall comply with all regulations and permitting requirements of the City of Leesburg, Lake County, and/or the Florida Department of Transportation as applicable.

B. The Permittee shall be responsible for obtaining all necessary Lake County and City of Leesburg permits for future development of the project site and a copy of all permits shall be provided to the City of Leesburg.

C. The Permittee shall provide all necessary improvements such as turn lanes or signalization within and adjacent to the development on as required by a traffic study for the project. Required improvements shall be reviewed and approved by Florida Department of Transportation, Lake County and City of Leesburg prior to construction.

D. All roads within the development shall be designed and constructed to meet the City of Leesburg requirements.

E. Sidewalks shall be a minimum width of five feet. All sidewalks shall be constructed in accordance with City of Leesburg Code of Ordinances.

12. LANDSCAPING AND BUFFER REQUIREMENTS

A. Landscaping –

All required landscaping and buffering shall be constructed in accordance with regulations contained within the City of Leesburg Code of Ordinances, including the following:

1. As each lot is developed, a street side landscape buffer shall be constructed on the eastern boundary of the property along U.S. Highway 27, as required by the City of Leesburg Code of Ordinances.
2. A five (5) foot landscape buffer shall be installed property lines of all lots not fronting on U.S. 27 or the Palatlakaha River. This five (5) foot buffer shall meet or exceed the following requirements. Ground cover, including mulch, pine bark, cedar, rock or synthetic mulch; shrubbery at a rate of 30" on center, a minimum of 18"-24" tall at planting, and two canopy or three understory trees, per 100 linear feet.

B. Other Buffers -

1. An upland buffer shall be placed along the Palatlakaha River as required by the City of Leesburg, Florida Department of Environmental Protection, St. Johns

River Water Management District and/or U.S. Army Corp of Engineers, whichever is more restrictive.

2. Land uses allowed within the upland buffers are limited to overlooks, hiking trails, walkways, passive recreation activities and stormwater facilities as permitted by St. Johns River Water Management District.

C. Variations

Variations to the landscape and buffer requirements of the code may be approved by the Planning and Zoning Manager or designee as long as the intent of the SPUD and the Code are maintained.

13. MAINTENANCE

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

14. 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 through rezoning the property, or in accordance with the Planned Development amendment process.

B. A wildlife management plan for the project site shall be prepared based on the results of the environmental permit approvals obtained from applicable governmental agencies.

C. 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.

D. Construction and operation of the proposed use(s) shall at all times comply with City and other governmental agencies rules and regulations.

E. 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.

F. These SPUD 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.

15. LEVELS OF SERVICE

As submitted, the proposed zoning change does not appear to result in demands on public facilities which would exceed the current capacity of some public facilities, such as, but not

limited to roads, sewage, water supply, drainage, solid waste, parks and recreation, schools and emergency medical facilities. However, no final development order (building permits) shall be granted for a proposed development until there is a finding that all public facilities and services required for the development have sufficient capacity at or above the adopted level of service (LOS) to accommodate the impacts of the development, or that improvements necessary to bring facilities up to their adopted LOS will be in place concurrent with the impacts of the development.

LEGAL DESCRIPTION **EXHIBIT B**

That part of the Northeast 1/4 of the Northeast 1/4 of Section 23, Township 20 South, Range 24 East, Lake County, Florida; lying Westerly of the centerline of the Palatlakaha Creek as described in Official Records Book 336, Page 451 and Official Records Book 479, Page 416, Public Records of Lake County, Florida, and Easterly of the easterly right-of-way line of U.S. Highway No. 27.

That part of the Southeast 1/4 of the Southeast 1/4 of Section 14, Township 20 South, Range 24 East in Lake County, Florida, lying Southerly and Westerly of the centerline of the Palatlakaha Creek as described in Official Records Book 336, Page 451 and Official Records Book 479, Page 416, Public Records of Lake County, Florida, and Easterly of the Easterly right-of-way line of U.S. Highway No. 27, Less and except that portion conveyed in Official Records Book 1154, Page 290, more particularly described as follows:

Commence at the Southeast corner of the NE 1/4 of the SE 1/4 of Section 14, Township 20 South, Range 24 East, in Lake County, Florida, and run N.89°24'40"W., along the South line of the NE 1/4 of the SE 1/4 a distance of 661.12 feet to the Point of Beginning of this description; from said Point of Beginning, continue N.89°24'40"W., along the South line of the NE 1/4 of the SE 1/4 , said line also being the North line of the SE 1/4 of the SE 1/4 of said Section 14, a distance of 531.62 feet to a point on the Northeasterly right-of-way line of U.S. Highway No. 27, said point being on a curve concave Northeasterly and having a radius of 5661.65 feet and a radial bearing of S.62°21'46 W.; thence Southeasterly along the arc of said curve and Northeasterly right-of-way line of said U.S. Highway No. 27 through a central angle of 00°22'22" an arc length of 36.84 feet to the North right-of-way line of S.C.L. Railroad; thence leaving said Northeasterly right-of-way line of U.S. Highway No. 27 run N.89°48'39"E., along the North right-of-way line of the S.C L.Railroad a distance of 515.42 feet; thence N.00°35'20"E., 26.07 feet to the Point of Beginning.

That part of the Southwest 1/4 of the Southwest 1/4 of Section 13, Township 20 South, Range 24 East, Lake County, Florida, lying Southerly and Westerly of the centerline of the Palatlakaha Creek as described in Official Records Book 336, Page 451 and Official Records Book 479, Page 416, Public Records of Lake County, Florida.

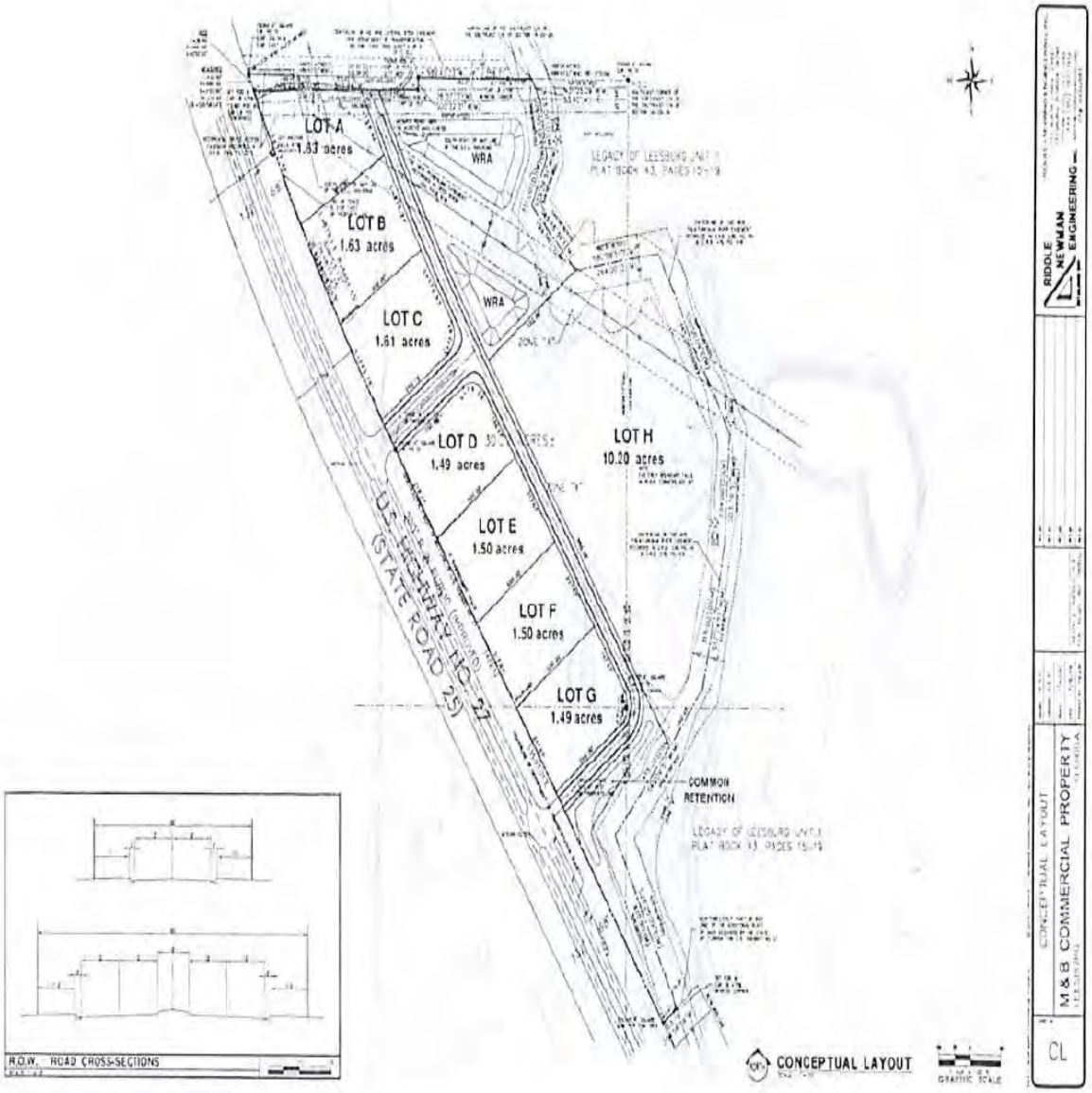
That part of the Northwest 1/4 of the Northwest 1/4 of Section 24, Township 20 South, Range 24 East, Lake County, Florida, lying Westerly of the centerline of the Palatlakaha Creek as described in Official Records Book 336, Page 451 and Official Records Book 479, Page 416, Public Records of Lake County, Florida, and Easterly of the Easterly right-of-way line of U.S. Highway No. 27, and lying Northwesterly of the Northwesterly line of the additional right-of-way acquired by the State of Florida for U.S. Highway No. 27 (State Road No. 25).

That part of the abandoned right-of-way and spur line of the Atlantic Coast Line Railroad lying within the part of the Southeast 1/4 of the Southeast 1/4 of Section 14, Township 20 South, Range 24 East, lying East of the Easterly line of the right-of-way of U.S. Highway No. 27, and lying Westerly of the centerline of Palatlakaha Creek as described in Official Records Book 336, Page 451 and Official Records Book 479, Page 416, Public Records of Lake County, Florida.

Together with Reciprocal Cross Access Easement by and between Clifford F. Cook and Allen R. Kelley and Zappala Muscarella and Associates, Inc , a Florida Corporation recorded July 10, 2002 in Official Records Book 2140, Page 2212, Public Records of Lake County, Florida.

Lake County Alternate Key(s) #: 1087929, 1087937, 1088127, 3800586

SITE PLAN **EXHIBIT C**



DRAFT SUMMARY MINUTES OF THE REGULAR MEETING

OF THE PLANNING COMMISSION

CITY COMMISSION CHAMBERS, CITY HALL

THURSDAY, SEPTEMBER 22nd, 2016 - 4:30 P.M.

The Planning Commission of the City of Leesburg held its regular meeting Thursday, September 22nd, 2016, in the Commission Chambers at City Hall.

Chairman James Argento called the meeting to order at 4:30 p.m.

The following Commission members were present:

James Argento - Chairman
Don Lukich
Frazier Marshall
Agnes Berry
Clell Coleman
Ted Bowersox

City staff in attendance included Dan Miller, Planning & Zoning Manager, Kandi Harper, Senior Planner, Adrian Parker, Community Development Coordinator, and Billie Shell, Administrative Assistant II.

1. **PUBLIC HEARING CASE # PUD-16-136 – STONEGATE DEVELOPMENT – PLANNED UNIT DEVELOPMENT**

   AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, REZONING APPROXIMATELY 30+/- ACRES FROM C-3 (HIGHWAY COMMERCIAL) TO PUD (PLANNED UNIT DEVELOPMENT) ON PROPERTY GENERALLY LOCATED NORTHEAST OF THE INTERSECTION OF ARLINGTON RIDGE BOULEVARD AND US HIGHWAY 27 AND LYING EAST OF US HIGHWAY 27 AS LEGALLY DESCRIBED IN SECTIONS 13, 14, 23 AND 24, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. **(CITY COMMISSION DATES – 1ST READING ON OCTOBER 10TH, 2016 AND 2ND READING ON OCTOBER 24TH, 2016)**

Dan Miller introduced Stonegate as a 30+/- acres mixed use development along South US Highway 27, south of County Road 48.

Mr. Miller stated this development would consist of an assisted living, an independent living, and nursing facilities to be located on the eastern side. A mini storage facility, and other retail/office space would be developed along US Highway 27.

Kandi Harper entered the exhibits into the record. Exhibit items included the staff summary, departmental review summary, staff recommendations, aerial map, land use and zoning map, CRA map, site photos, and conceptual site plan.

Kandi Harper utilized a power point presentation to demonstrate the area of the proposed site.

Staff recommendations to approve case # PUD-16-136 are based on the following:

- The case meets the current criteria, and is compatible with the current land uses.
- Compatible with the adjacent zoning classifications and does not appear to have a detrimental impact on the surrounding properties

Dan Miller stated that the case was forwarded to other City Departments for comment. Public Works noted there may be the need of a lift station in the area of the development. The Building Department commented that all building codes shall be met should the case be approved.

Mr. Miller indicated there were several phone calls from the general public, most seeking information about the case and proposed use. There were no written comments for approval, four (4) written comments for disapproval.

Dan Miller shared the four (4) written disapprovals with the Commissioners.

Clarification was provided regarding the separation of the development from the neighboring residential area, by the Palatkala River.

Adrian Parker, Community Development Coordinator explained the buffers required by the St. John's Water Management and DEP in order to protect the trees, various vegetation, and wetlands in the area.

Dan Tatro representing the sellers of the property spoke briefly to explain that the property is currently zoned C3, with the uses previously determined. Mr. Tatro also stated there is a buyer for the back ten acres with contract negotiations currently being exchanged.

Chairman Argento opened the discussion to public comment.

One citizen spoke with concerns of any new ingress/egress on the Highway, as well as additional traffic lights in the area. The citizen stated they would be particularly interested in any DOT traffic studies, and noise studies done regarding the development. The citizen also verbalized concern over a tree line near the subject development being removed.

Dan Miller explained that due to the close proximity to CR 48 and the existing 55 MPH speed limit, DOT would (more than likely) only allow one (1) ingress/egress on US Highway 27 to the development. Mr. Miller also stated that the City has no jurisdiction or decision in the manner.

Mr. Miller also stated the tree line would not be removed.

With no further comments or questions, discussion was closed for Planning Commission deliberation.

Commissioner Lukich made a MOTION for APPROVAL of case #CUP-16-136 – STONEGATE DEVELOPMENT. Commissioner Bowersox SECONDED the MOTION which CARRIED UNAMIOUSLY by a vote of 6-0

ANNOUNCEMENTS

A transfer of position for the current Planning and Zoning Administrative Assistant II, Billie Shell, was announced.

ADJOURNMENT

Approximately 5:28 p.m.

_____
James Argento, Chairman

_____
Kandi Harper
Senior Planner

CITY OF LEESBURG PLANNING & ZONING DIVISION
STAFF SUMMARY

DATE: September 16, 2016
OWNER: Investment Properties of M & B, LLC
PETITIONER: Investment Properties of M & B, LLC
PROJECT: PUD (Planned Unit Development)
REQUEST: Planned Unit Development to allow for medical, retail, commercial office, assisted and independent living, storage.
CASE NO.: PUD-16-136

GENERAL LOCATION: This property is generally located northeast of the intersection of Arlington Ridge Boulevard and U.S. Highway 27 and lying east of U.S. Highway 27.

FUTURE LAND USE DESIGNATION: General Commercial

SURROUNDING FUTURE LAND USE DESIGNATION:
North – General Commercial; Lake County Urban Low Density
South – General Commercial; Low Density Residential
East – Low Density Residential
West – Neighborhood Mixed Use

PROPOSED FUTURE LAND USE DESIGNATION: Same

EXISTING ZONING DESIGNATION: PUD (Planned Unit Development)

SURROUNDING ZONING DESIGNATIONS:
North – C-3 (Highway Commercial)
South – C-1 (Neighborhood Commercial); R-1-A (Single Family Residential)
East – R-1-A (Single Family Residential)
West – C-3 (Highway Commercial); R-3 (High Density Residential); PUD (Residential Planned Unit Development)

PROPOSED ZONING DESIGNATION: PUD (Planned Unit Development)

EXISTING LAND USE: Vacant acreage

SURROUNDING LAND USE:
North – Commercial; Institutional; Agricultural
South – Single family residential
East – Single family residential
West – Single family residential; Commercial; Agriculture

PROPOSED LAND USE: Medical, retail, commercial office, assisted and independent living, personal storage.

CITY OF LEESBURG PLANNING & ZONING DIVISION
DEPARTMENTAL REVIEW SUMMARY

DATE: September 16th, 2016
OWNER: Investment Properties of M & B, LLC
PETITIONER: Investment Properties of M & B, LLC
PROJECT: PUD (Planned Unit Development)
REQUEST: To allow for a mix of uses to include Assisted Living Facility, Independent Living Facility, Commercial Office, Retail, Medical, Storage.
CASE NO.: PUD-16-136 Stonegate Development

THE FOLLOWING COMMENTS RECEIVED FROM EACH DEPARTMENT:

POLICE

No comment received as of Wednesday, September 14th, 2016.

FIRE

No comment received as of Wednesday, September 14th, 2016.

ELECTRIC

This is out of Electric's service territory; Steven C. Davis, Electric Service Planner Supervisor, July 7, 2016.

WATER

Utilities are generally located in the area for service of this PUD. Elevation and system pressure will determine if a wastewater lift-station is required. For all utilities, off-site improvements may be required; Darel W. Craine, Deputy Director of Public Works, 9/7/2016

WATER DISTRIBUTION

Utilities are generally located in the area for service of this PUD. Elevation and system pressure will determine if a wastewater lift-station is required. For all utilities, off-site improvements may be required; Darel W. Craine, Deputy Director of Public Works, 9/7/2016

WATER BACKFLOW

Utilities are generally located in the area for service of this PUD. Elevation and system pressure will determine if a wastewater lift-station is required. For all utilities, off-site improvements may be required; Darel W. Craine, Deputy Director of Public Works, 9/7/2016

STORMWATER

Utilities are generally located in the area for service of this PUD. Elevation and system pressure will determine if a wastewater lift-station is required. For all utilities, off-site improvements may be required; Darel W. Craine, Deputy Director of Public Works, 9/7/2016

WASTEWATER

Utilities are generally located in the area for service of this PUD. Elevation and system pressure will determine if a wastewater lift-station is required. For all utilities, off-site improvements may be required; Darel W. Craine, Deputy Director of Public Works, 9/7/2016

GAS

I don't have any problem with the proposal. We have gas connections available to the site that we hope they will use; Jessie Cummins, Field Operations Supervisor, 9/9/2016

GIS

No comment received as of Wednesday, September 14th, 2016.

BUILDING

No comment received as of Wednesday, September 14th, 2016.

ENGINEERING/PUBLIC WORKS/SURVEY

Utilities are generally located in the area for service of this PUD. Elevation and system pressure will determine if a wastewater lift-station is required. For all utilities, off-site improvements may be required; Darel W. Craine, Deputy Director of Public Works, 9/7/2016

ADDRESSING

No comment received as of Wednesday, September 14th, 2016.

ECONOMIC DEVELOPMENT

No comment received as of Wednesday, September 14th, 2016.

COMMUNICATIONS UTILITY

No comment received as of Wednesday, September 14th, 2016.

PUBLIC RESPONSES

Approval:

No comment received as of Wednesday, September 14th, 2016.

Disapproval:

Four comments were received for disapproval.

General Comments:

No comment received as of Wednesday, September 14th, 2016.

Locator

Planning & Zoning Division

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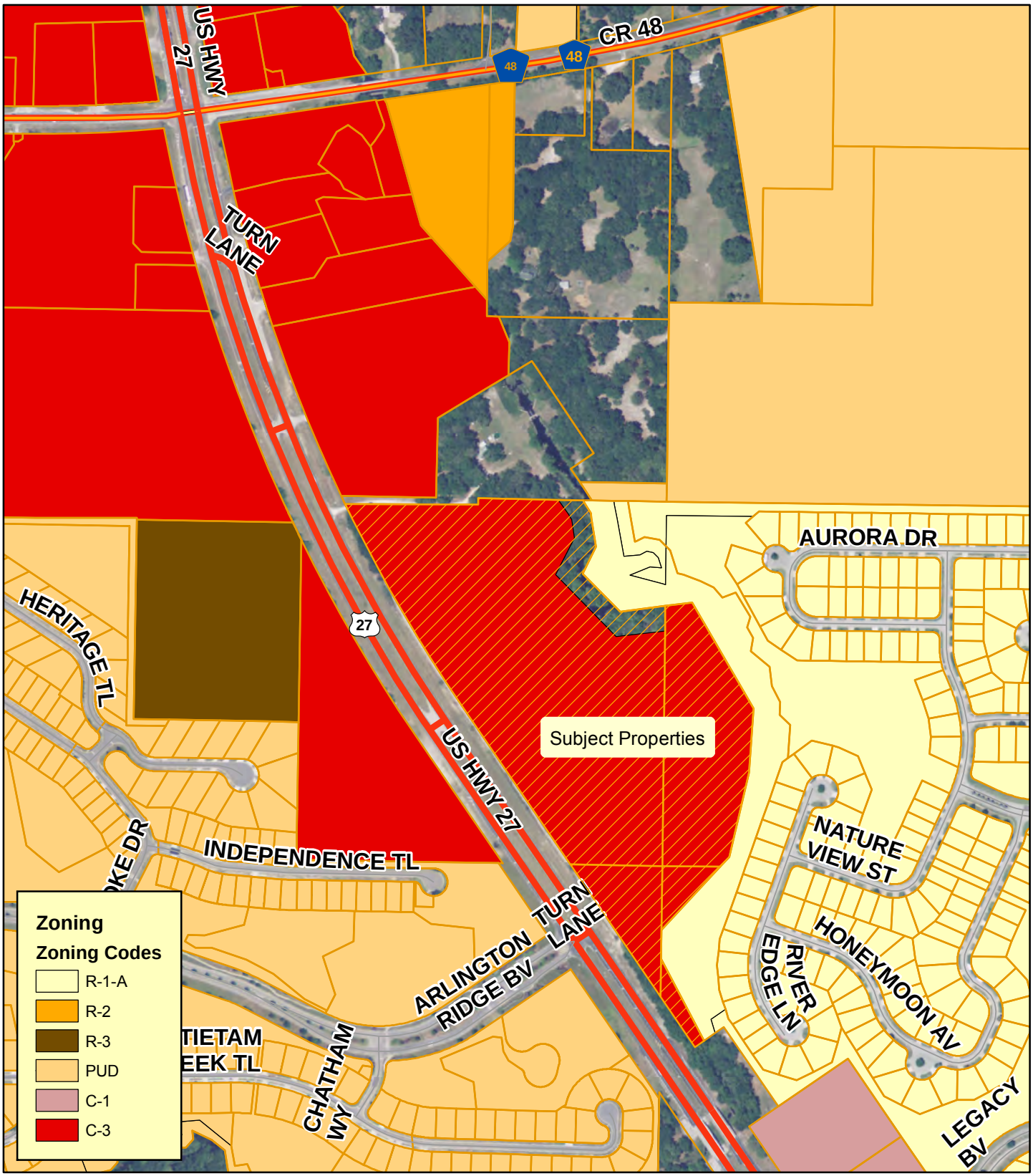
PUD 16-136 Mixed Use Planned Unit Devlopment
Stonegate Development
AK #: 1087937, 1087929, 1088127, 3800586
Sections 13, 14, 23, & 24 Township 20 South Range 24 East

Zoning



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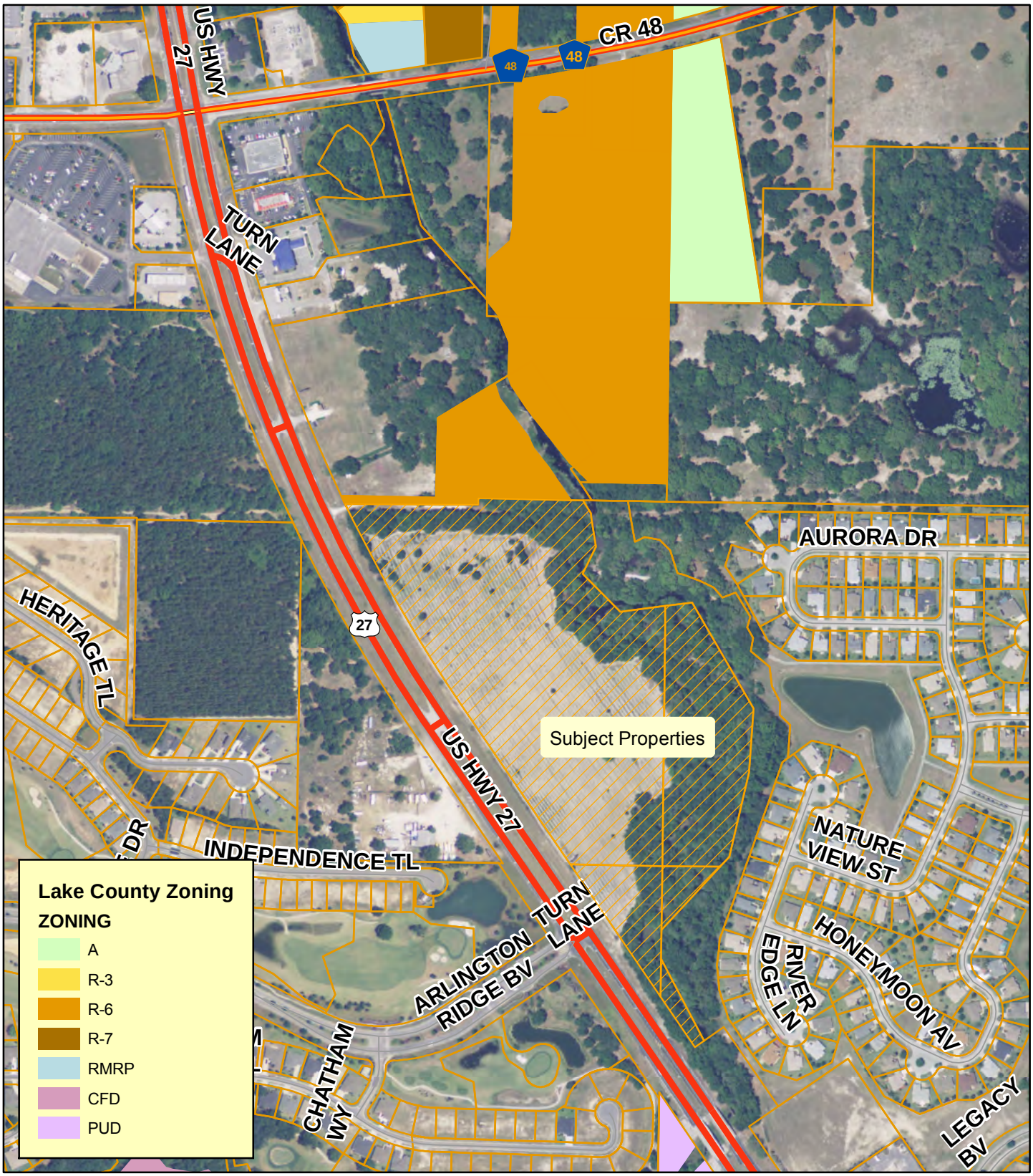
PUD 16-136; 30 Acres MOL
Stonegate Development
Investment Properties of M & B, LLC
AK #s: 1087937, 1087929, 1088127, 3800586

Lake County Zoning



Planning & Zoning Division

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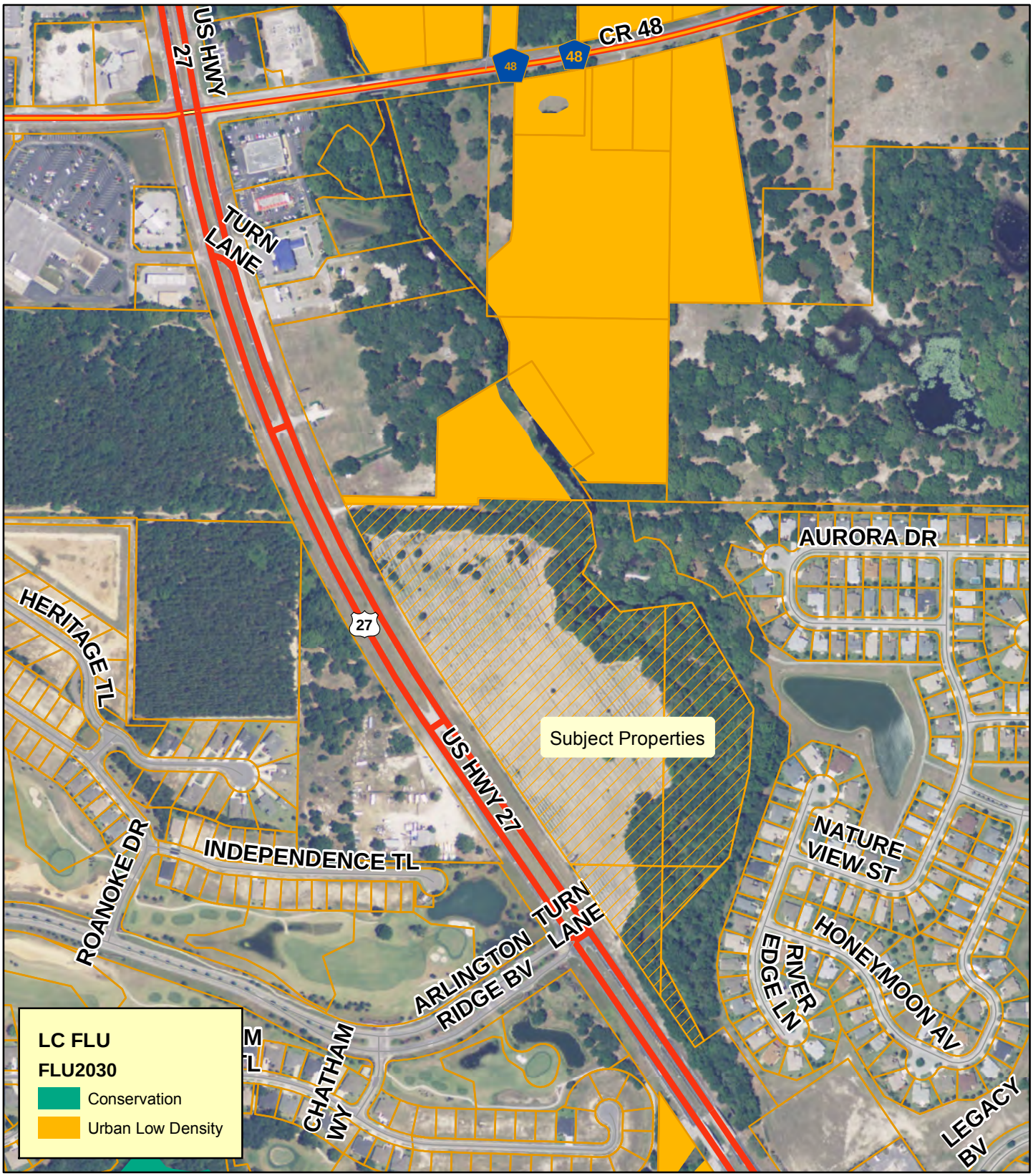
PUD 16-136; 30 Acres MOL
Stonegate Development
Investment Properties of M & B, LLC
AK #s: 1087937, 1087929, 1088127, 3800586

Lake County Future Land Use



Planning & Zoning Division

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PUD 16-136; 30 Acres MOL
Stonegate Development
Investment Properties of M & B, LLC
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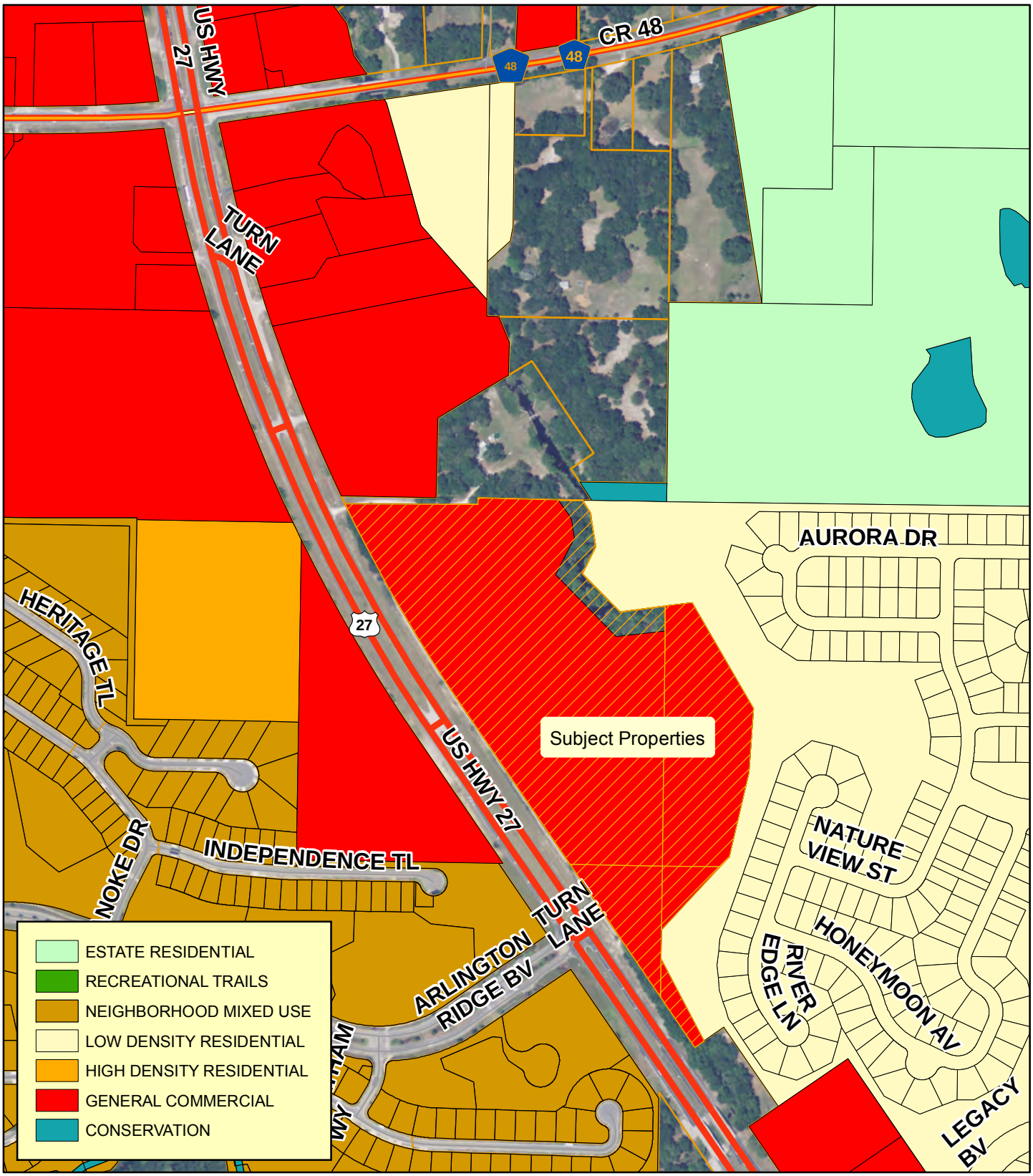
Future Land Use



Planning & Zoning Division

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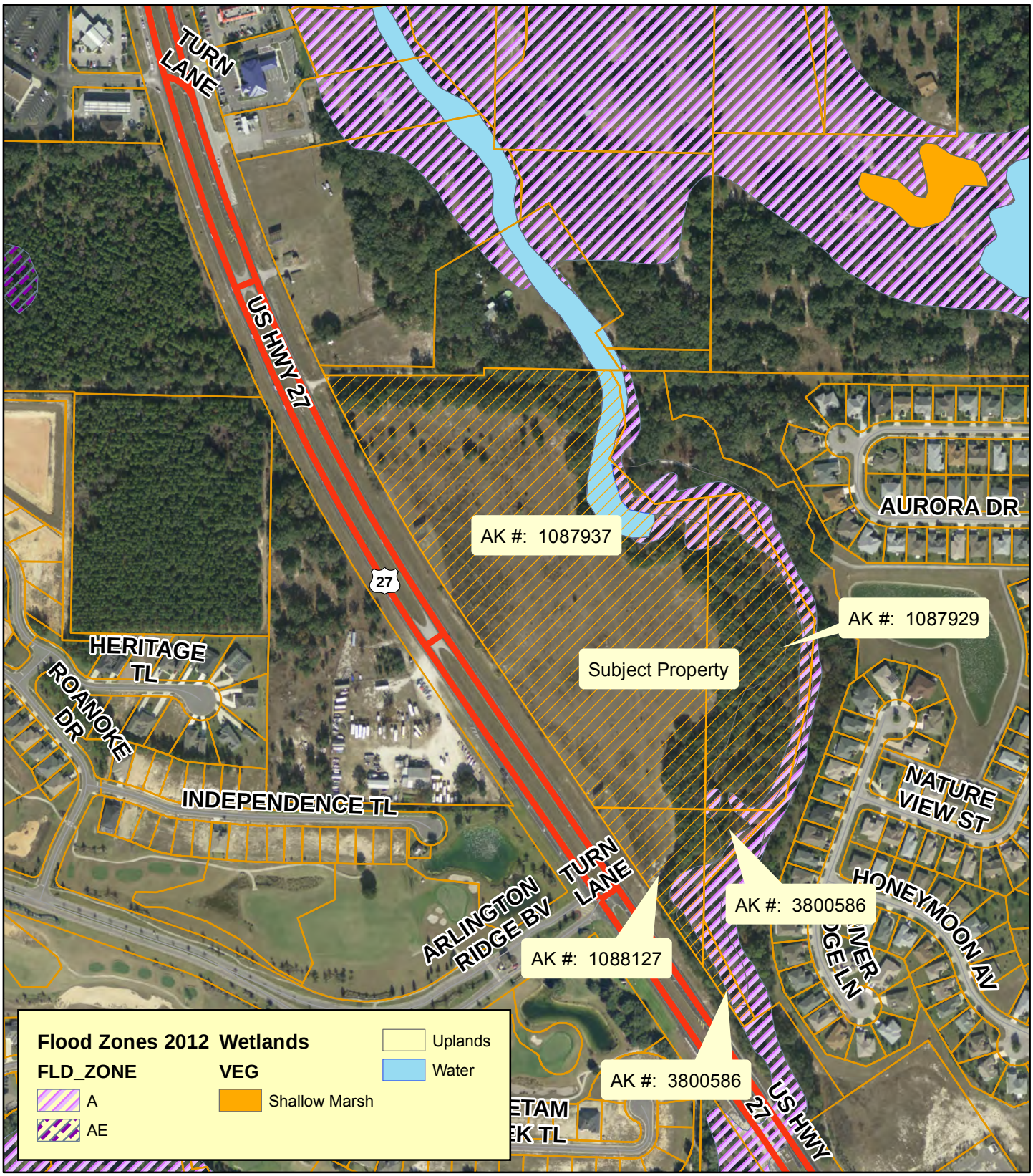
PUD 16-136; 30 Acres MOL
Stonegate Development
Investment Properties of M & B, LLC
AK #s: 1087937, 1087929, 1088127, 3800586

Wetlands and Flood Zones



Planning & Zoning Division

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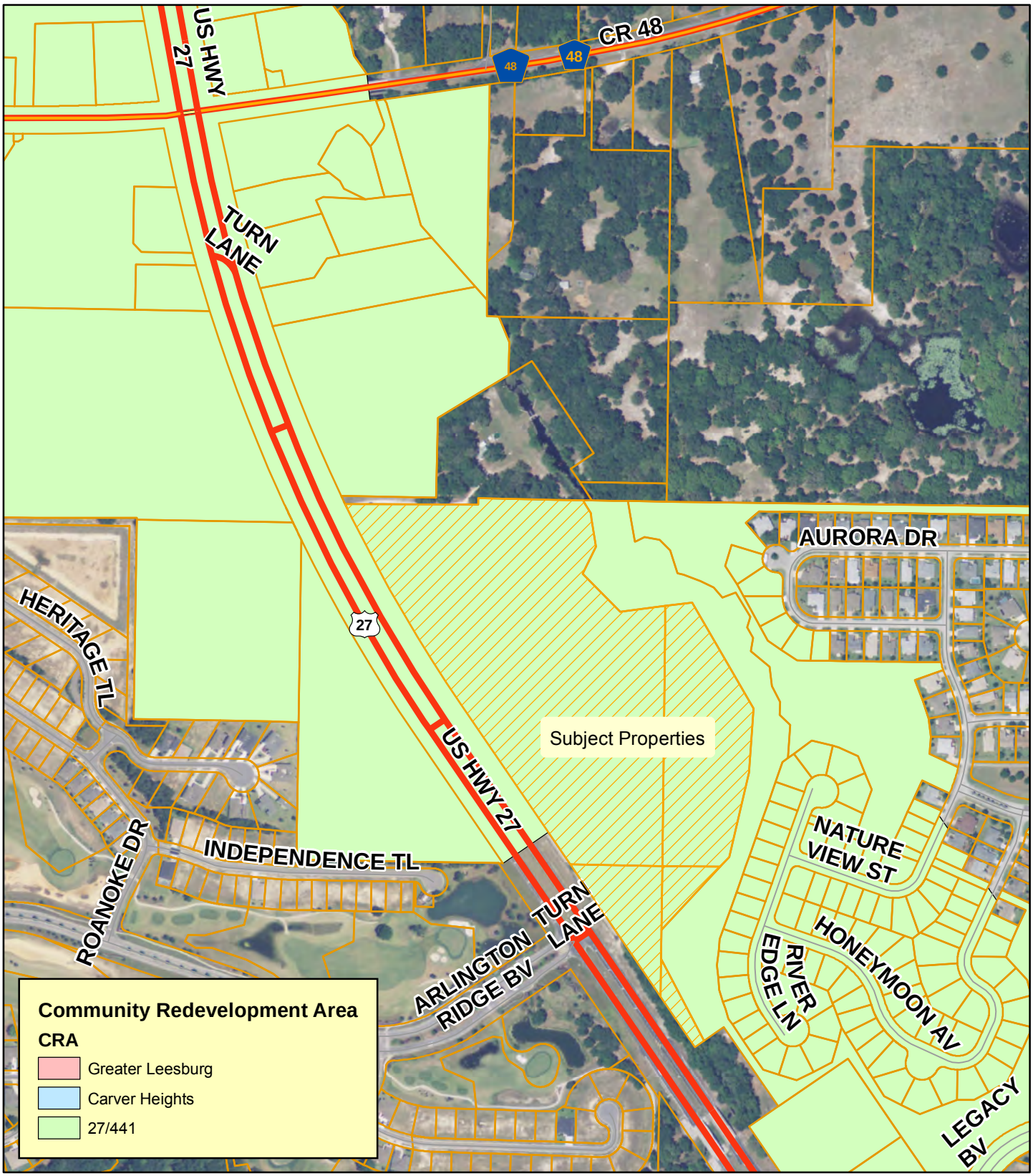
Feet

PUD 16-136 Mixed Use Planned Unit Development
Stonegate Development
AK #: 1087937, 1087929, 1088127, 3800586
Sections 13, 14, 23, & 24 Township 20 South Range 24 East

Community Redevelopment Area



Planning & Zoning Division

N
W E
S
0 110 220 330 440
Feet

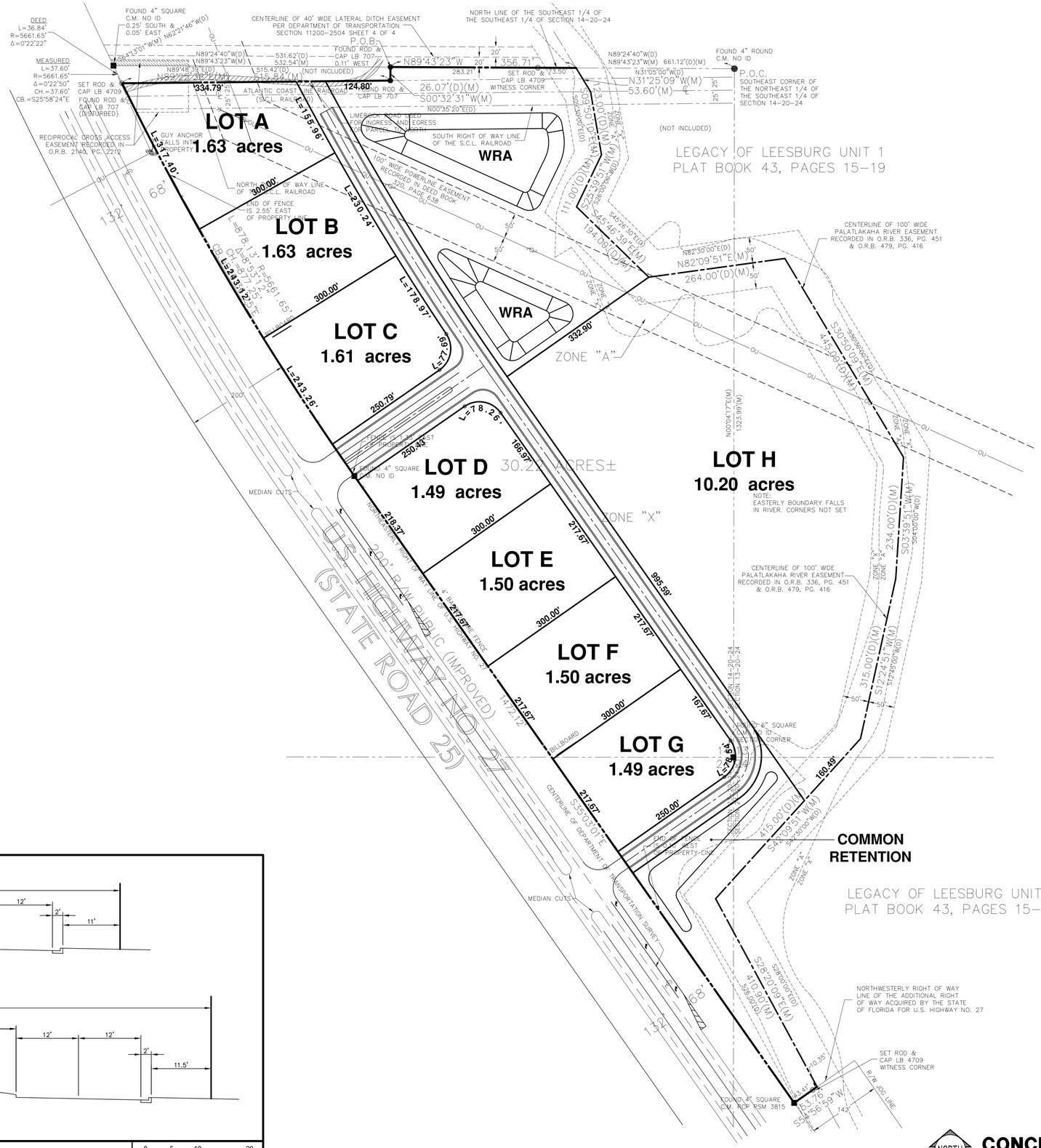
PUD 16-136; 30 Acres MOL
Stonegate Development
Investment Properties of M & B, LLC
AK #s: 1087937, 1087929, 1088127, 3800586

Subject property: (undeveloped)

Views looking west and north to Arlington Ridge subdivision

Views looking west along U.S. Hwy 27

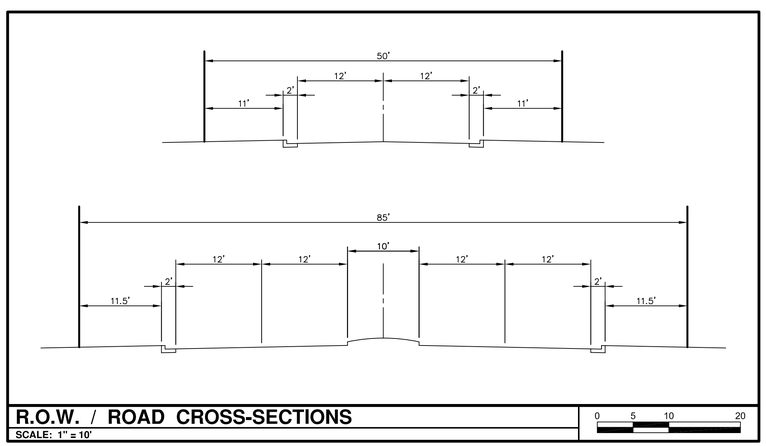
Views looking north along U.S. Hwy 27



CONCEPTUAL LAYOUT

SCALE: 1"=100'

1 inch = 100 ft.
GRAPHIC SCALE



R.O.W. / ROAD CROSS-SECTIONS

SCALE: 1" = 10'

0 5 10 20

RIDDLE - NEWMAN ENGINEERING, INC.
115 NORTH CANAL STREET
LEESBURG, FLORIDA 34748
PHONE (352) 787-7482
FAX (352) 787-7412
keith@riddlenewman.com
CA# 00002883

RIDDLE NEWMAN ENGINEERING INC.
ESTABLISHED 1991

REV #5	
REV #4	
REV #3	
REV #2	
REV #1	

KEITH E. RIDDLE, P.E.
FLA. REGIS. NO. 38800

DRAWN:	R.S.H.
CHECKED:	K.E.R.
SCALE:	1"=100'
DATE:	10/25/16
PROJECT NO.	16.28

M & B COMMERCIAL PROPERTY
LEESBURG FLORIDA

CONCEPTUAL LAYOUT

SHEET NO.

CL

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FILE: \ 16.28\M&B Commercial Property

10/25/2016 12:59:30 PM, RSH

AGENDA MEMORANDUM

Item No: 6D.

Meeting Date: November 14, 2016

From: Dan Miller, Planning & Zoning Manager

Subject: Ordinance rezoning property for the proposed Venetian Isles Development, from PUD (Planned Unit Development) to PUD (Planned Unit Development) with revised conditions.

Staff Recommendation

The Planning Commission and Planning and Zoning Staff recommend approval of the attached ordinance which rezones the subject property from PUD (Planned Unit Development) to PUD (Planned Unit Development) with revised conditions.

Analysis

The applicant has requested to amend the current zoning to allow a 96 unit senior (age 55+) multi-family residential complex be added as a permitted use in the currently approved PUD zoning. This PUD currently lists medical, retail, assisted living and memory care uses. The property is generally located on the east side of Lake Street, south of Dixie Avenue, and north of Mellathon Circle, and is currently undeveloped. All other conditions of the PUD remain unchanged.

The Planning Commission recommended that Site A on Exhibit C-1 be approved for this development, and staff has revised the PUD wording to that effect. At their public hearing on September 22, 2016, the Leesburg Planning Commission voted to approve this request by a vote of 6-0.

Options

1. Approve the requested rezoning, or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact

Upon development a positive fiscal impact is expected, as the proposed development will provide new jobs to the area, along with increased tax revenues and city utility service charges.

Submission Date and Time: 11/14/2016 10:03 AM

Department: Comm Development **Prepared by:** Dan Miller **Attachments:** X Yes ___ No ___ **Advertised:** ___ Not Required ___ **Dates:** ___ **Attorney Review:** Yes ___ No ___ **Revised 6/10/04**	**Reviewed by: Dept. Head** ___ **Finance Dept.** ___ **Deputy C.M.** MWR **Submitted by:** **City Manager** ___	**Account No.** ___ **Project No.** ___ **WF No.** ___ **Budget** ___ **Available** ___

ORDINANCE NO._____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, REZONING APPROXIMATELY 85 +/- ACRES FROM PUD (PLANNED UNIT DEVELOPMENT) TO PUD (PLANNED UNIT DEVELOPMENT) ON PROPERTY GENERALLY LOCATED SOUTH OF THE INTERSECTION OF EAST DIXIE AVENUE AND SOUTH LAKE STREET AND NORTH OF MELLATHON CIRCLE, AS LEGALLY DESCRIBED IN SECTION 25, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (VENETIAN ISLES)

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

Section 1:

Based upon the petition of Tony Benge, on behalf of TAC FL Land Holdings, LLC, the petitioner of the property hereinafter described, which petition has heretofore been approved 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) with revised conditions as shown in Exhibit A attached hereto, to wit:

Section 2:

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

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held the _____ day of _____ 2016.

_____
Jay Hurley, Mayor

ATTEST:

_____
J. Andi Purvis, City Clerk

PZ CASE #16-126 Venetian Isle **EXHIBIT A**
Previous CASE #: PUD-13-63 (Ord 13-25)

VENETIAN ISLE
PUD (PLANNED UNIT DEVELOPMENT)
PLANNED DEVELOPMENT CONDITIONS
September 22, 2016

These Planned Development Conditions for a PUD (Planned Unit Development) District are granted by the City of Leesburg Planning Commission, Lake County, Florida to Ardent Companies, TAC Florida LLC 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 mixed use development consisting of single family residential, age-restricted (55+) multi-family, assisted living, memory care and ancillary housing uses including a hotel, retail uses, plus commercial facilities and offices to support the local medical community on an approximately 55 acre site within the City of Leesburg in accordance with their Planned Development application and supplemental information.

1. PERMISSION

Permission is hereby granted to Ardent Companies, TAC Florida LLC 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 east 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 55 acres, shall be used for single family residential, age restricted multi-family (55+), assisted living, memory care and ancillary housing uses including a hotel, retail uses, plus 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**. Proposed Senior Housing shall be allowed as illustrated in "Option A" (98 units on approximately six {6} acres) as seen on **Exhibit C-1** Conceptual Site Plan (for Senior Housing).

2) Accessory uses shall be as follows:
   a. outdoor commercial recreation
   b. bars and lounges within a hotel

c. clubs and lodges within an assisted living facility
d. educational facilities within an assisted living facility or hotel
e. 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. outdoor commercial recreation
b. commercial bars and lounges except as an accessory use to a hotel
c. clubs and lodges except as an accessory use to an assisted living facility
d. crematoriums
e. package stores
f. industrial uses
g. educational facilities
h. vehicle sales service and repair
k. kennels
l. truck stops
m. Any other similar uses which are not considered residential, office or commercial in character or intensity which may adversely impact the adjoining properties do to traffic, noise, dust, etc.

B. Residential Development

1) The project shall contain a maximum of 200 (residents) assisted living memory care residential units, 100 independent senior adult living units, a 98-unit age restricted multi-family complex (illustrated as "Option A" on Exhibit C-1 Conceptual Site Plan for Senior Housing) and 25 detached single family units on approximately 54.5 acres. The gross density for this development shall not exceed 12 units per acre for any senior adult uses; the gross density for the single family site shall not exceed 4 units per acre.

2) The minimum lot size shall be 6,000 square feet for the detached single family homes.

3) Minimum lot widths shall be 60 feet. Minimum lot depth shall be 100 feet.

4) The following minimum yard setbacks shall be maintained for single-family detached:

Front setback – 20 feet;
Rear setback – 18 feet; and
Side setbacks – minimum of 5 feet.

5) Minimum distance between single-family detached structures shall be 10 feet with 20 feet for assisted living unit building groups; 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) Corner lots shall have a minimum side yard setback of 20 feet from the public right-of-way.

7) Accessory structures shall have a minimum rear and side setback of 5 feet and single accessory structures that are not attached to the principal structure shall not occupy more than 30 percent of the required rear yard.

8) An attached screened enclosure with screen roof must maintain a minimum setback of five (5) feet from the rear property line.

9) City staff as part of the preliminary site plan approval process shall approve final lot sizes and setbacks based on the general intent of the PUD as per conceptual plans.

10) Impervious surface coverage for single-family detached shall not exceed 70 percent.

11) A minimum of thirty (30) 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.

12) Maximum building height for single family detached units shall not exceed two stories or 30 feet except for the assisted living/memory care residential units which shall not exceed five stories or 55 feet.

C. Recreational Development

1) Recreational development shall include active and passive uses and consist of a minimum of 1.5 +/- acres of 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) 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) Recreational uses may include, but not be limited to the following uses:
   a. Satellite recreational centers, clubhouses within the residential areas

b. Tennis courts
c. Swimming pools
d. Shuffle board
e. Jogging Path / Pedestrian Path
f. Horse shoes
g. Croquet
h. Softball fields
i. Exercise rooms
j. Wood shop
k. Craft room
l. Media room
m. Card room
n. Billiards room
o. Library
p. Dressing room
q. Computer room

6) Developer shall provide a covered over look dock on Lake Harris for development residents. In addition, a nature trail/board walk shall be constructed from the overlook dock area to the west to tie into the proposed nature trail/board walk planned through the Royal Palms project, subject to approval by state and local permitting agencies.

D. Limited commercial uses shall be allowed within buildings designated for recreational use and shall be intended for the primary use of project residents. The location and intensity of such uses shall be approved by the City staff as part of the preliminary site plan review process. Examples of such uses are sales office, post office, ATM or bank services, 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 two access points which may be gated as shown on the conceptual plans, one on East. Dixie Avenue and one on Lake Avenue. The accesses shall be through divided boulevard type roads. The Lake Avenue access shall line up with the Royal Palms project access point, 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. Currently, the Leesburg City Commission is considering the implementation of Architectural Standards for new commercial development and redevelopment. All phases and all structures of this development shall meet or exceed the architectural standards as adopted by the City Commission. Should these proposed commercial architectural standards not be in place at the time of construction of any phase or structure within this development, the following standards shall prevail for commercial development.

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. Design of the commercial phase of the project shall comply with the intent of the Design Guideline Requirements (See **Exhibit D**).

G. Single family detached and assisted living units shall be designed with elevations that are the same or similar to the attached elevations (See **Exhibit F**).

H. Other similar design variations meeting the intent of this section may be approved at the discretion of the Community Development Director.

6. DEVELOPMENT STANDARDS

A. The minimum development standards shall be those required for the C-3 Highway Commercial district for commercial uses except as amended by these conditions and may limit the permitted uses based on site plan requirements.

B. Minimum building setbacks shall be fifty-five (55) feet except for single family residential uses from any abutting residential district property boundaries and thirty (30) feet from the western boundary.

B. Structures other than single family detached units shall not exceed forty (40) feet in height (three stories) as measured from the first floor, finished floor level on the site

except for hotel and multi-family uses which shall not exceed fifty-five (55) feet and five (5) stories.

D. A wildlife/archaeological management plan for the project site shall be prepared, if applicable, based on the results of an environmental assessment of the site and any environmental permit required from applicable governmental agencies. The management plan shall be submitted to the City as part of the site plan application. The Permittee shall designate a responsible legal entity that shall implement and maintain the management plan.

E. The permittee shall construct off-street parking spaces within the development pursuant to the City of Leesburg Code of Ordinances, as amended, which shall include the required number of handicapped parking spaces.

7. WETLANDS

Should 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).

8. DRAINAGE AND UTILITIES

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:

1) A detailed site plan demonstrating no direct discharge of stormwater runoff generated by the development into any natural surface waters or onto adjacent properties shall be required.

2) A detailed site plan indicating all provisions for electric, water, sewer, and natural gas in accordance with the site plan review process as required by the City of Leesburg Code of Ordinances.

9. TRANSPORTATION 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 Lake-Sumter 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 zoning approval for review and determination of any necessary access improvements, including any off-site improvements required by FDOT, Lake County, the Lake-Sumter 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 Dixie Avenue and east of Lake Street, included but not limited to the paving of Lake Street, Clark St., Mellathon Cr., and Monterey Dr.

south to Lake Harris. Any offsite improvements required by FDOT, Lake County, Lake-Sumter 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 Lake-Sumter 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.

10. 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 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.

11. 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.

12. 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.

B. Implementation of the project shall substantially commence within 36 months of approval of this Planned Development. In the event, the conditions of the PUD have not been substantially implemented during the required time period, the PUD shall be scheduled with due notice for reconsideration by the Planning Commission at their next available regular meeting. The Planning Commission will consider whether to extend the PUD approval or rezone the property to another appropriate zoning classification.

13. 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.

14. CONCURRENCY

As submitted, the proposed zoning change does not appear to result in demands on public facilities which would exceed the current capacity of some public facilities, such as, but not limited to roads, sewage, water supply, drainage, solid waste, parks and recreation, schools and emergency medical facilities. However, no final development order (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

PARCEL 1:

That part of Government Lot 4, Section 25, Township 19 South, Range 24 East, Lake County, Florida, described as follows:

From the Northwest corner of the Southwest 1/4 of Section 25, run East along the North line of Southwest 1/4 a distance of 1345.48 feet to the Point of Beginning; thence run South 1925.00 feet along the East line of Lake Street; thence run S 89°38'13" E 1291.98 feet to the East line of the Southwest 1/4 of said Section 25; thence run North along said East line to Northeast corner of Southwest 1/4 of Section 25; thence run West along the North line of Southwest 1/4 to the Point of Beginning.

LESS the Right-of-Way of Dixie Avenue and LESS the West 600.00 feet of the North 600.00 feet of that part of Government Lot 4 in Section 25, Township 19 South, Range 24 East, in the City of Leesburg, Florida, lying South of the South line of the Right-of-Way of Dixie Avenue and East of the East line of the Right-of-Way of Lake Street as said streets existed on January 2, 1974; and LESS the South 600.00 feet of the North 1250.00 feet of the West 435.60 feet of that part of Government Lot 4 in Section 25, Township 19 South, Range 24 East, in the City of Leesburg, Florida, lying South of the South line of Right-of-Way of Dixie Avenue and East of the East line of the Right-of-Way of Lake Street as said streets existed on January 2, 1974.

PARCEL 2:

From the Northwest corner of the Southwest 1/4 of above said Section 25; run East along the North line of Southwest 1/4 a distance of 1085.48 feet; thence South 510.00 feet; thence East 200.00 feet to the Right-of-Way line of Lake Street; thence run South along said West line of Lake Street 1475.00 feet to the Point of Beginning; thence run East 293.00 feet; thence South

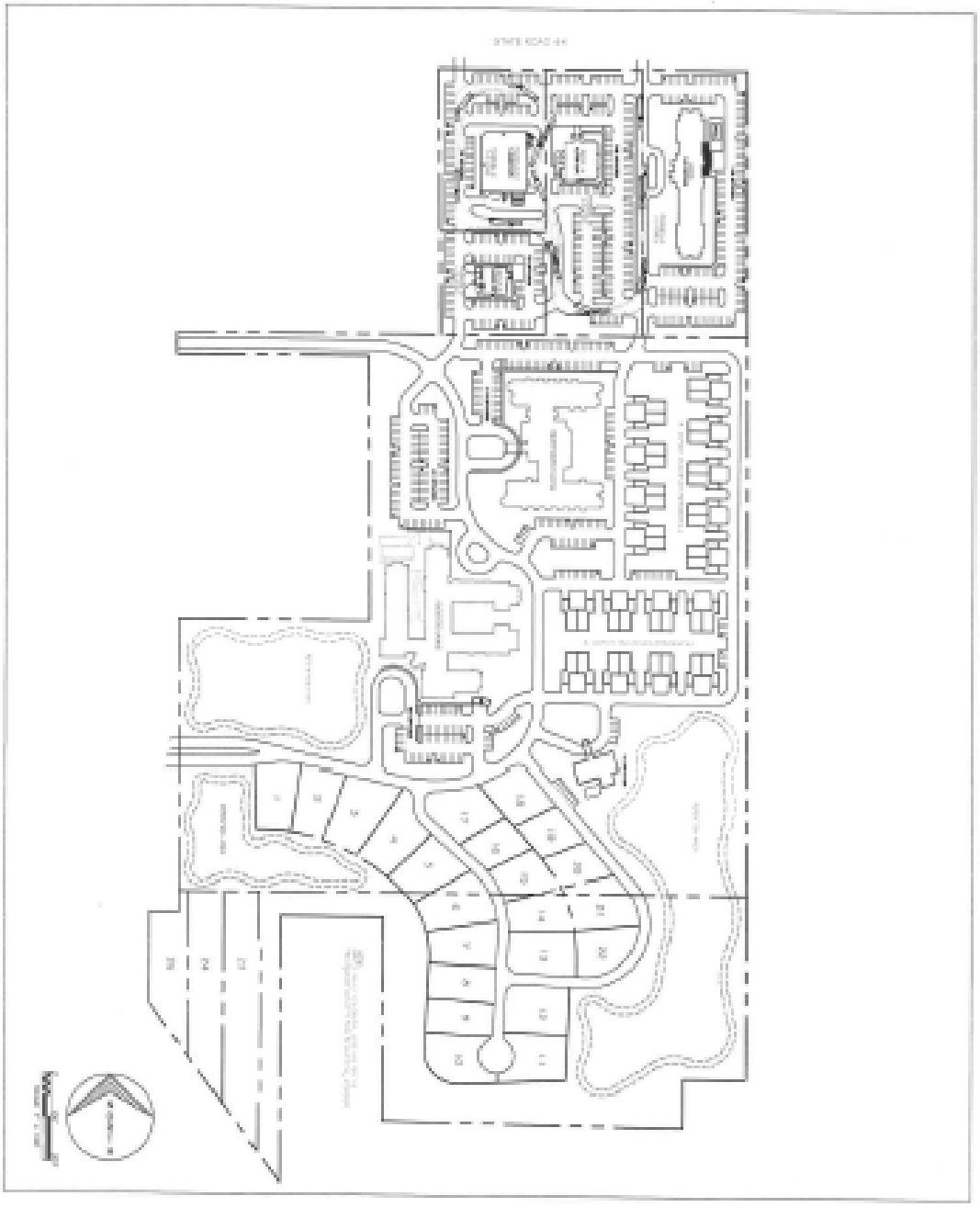
to Lake Harris; thence Westerly and Northwesterly along said lake to a point South of Point of Beginning; thence run North along the Southerly extension of the above mentioned West Right-of-Way line of Lake Street to the Point of Beginning.

Lots 11, 12, 13, 14, 15, 16, 17 and the North 156.70 feet of Lot 18, Block 108 less the South 82.50 feet of the said North 156.70 of Lot 18; All of Block 125; All of Block 126; and Lots 1, 4, 5 and 8, Block 127, less the 67.00 feet thereof; and a part of Lot 7, Block 139, of EAST LEESBURG as recorded in Plat Book 1, Page 69, of the Public Records of Lake County, Florida, described as follows:

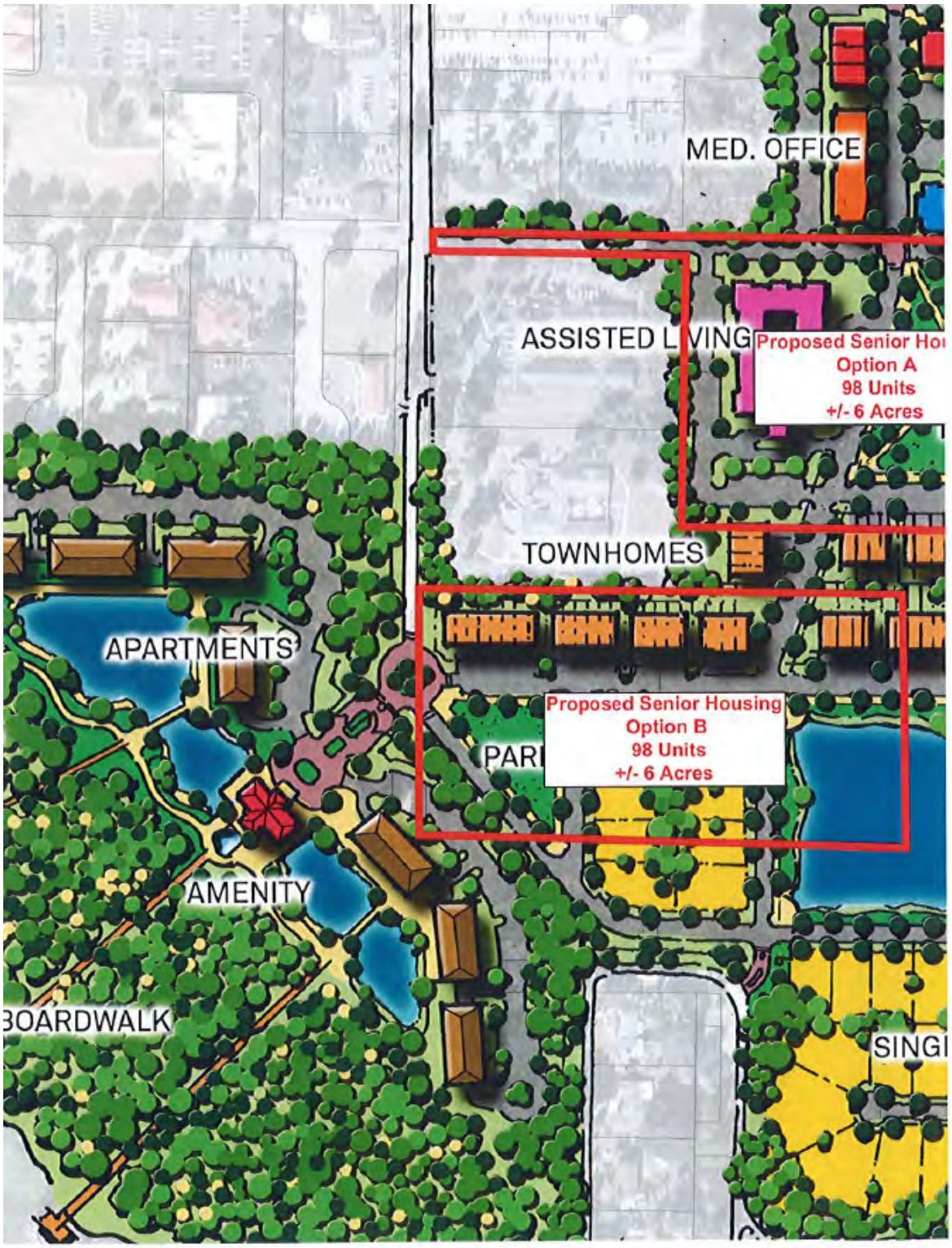
From the Northwest corner of Lot 18, Block 108, of said EAST LEESBURG, run S 00°17'00" E along the West line of Lot 18 a distance of 185.00 feet to the Point of Beginning of this description; thence run N 89°54'30" W 678.91 feet, more or less, to a point that is 177.00 feet East of the West line of Block 139, said point being in a canal; thence Northerly parallel with the said West line of Block 139 to the North line of aforesaid Lot 7, Block 139; thence Easterly along the North line of Lot 7, Block 139 a distance of 679.39 feet to the East line of Block 139; thence run S 00°17'00" E along the East line of Block 139 to the Point of Beginning.

Alternate Key Numbers 2518596, 1347751, 1347742, 2892056, 1206430, 1205808 and 3792476.

CONCEPTUAL SITE PLAN (Original) **EXHIBIT C**



CONCEPTUAL SITE PLAN (for Senior Housing) **EXHIBIT C-1**



DESIGN GUIDELINE REQUIREMENTS **EXHIBIT D**

A. The following design standards are intended to be used as a guide for design of large commerce or industrial developments and as an evaluation tool by city staff in the review process.

1) **Design standards – Aesthetic character**.

a. Facades and exterior walls.

Intent: Facades should be articulated to reduce the massive scale and the uniform, impersonal appearances of large buildings and provide visual interest that will be consistent with the community's identity, character, and scale. The intent is to encourage a more human scale that citizens of the City of Leesburg will be able to identify with their community. The resulting scale will ensure a greater likelihood of reuse of structure by subsequent tenants.

Standard: Developments with facades facing public roads or adjacent residential districts over one hundred (100) feet in linear length shall incorporate wall projections or recesses a minimum of three (3) foot depth and a minimum of thirty-five (35) contiguous feet within each one hundred (100) feet of facade length which shall extend over twenty (20) percent of the facade. Developments shall use animating features such as arcades, display windows, entry areas, or awnings along at least sixty (60) percent of the facade.

b. Detail features.

Intent: Buildings should have architectural features and patterns that provide visual interests, at the scale of the pedestrian, reduce massive aesthetic effects, and recognize local character. The elements in the following standard should be integral parts of the building fabric, and not superficially applied trim or graphics, or paint.

Standard: Building facades shall include a repeating pattern that shall include no less than three (3) of the elements listed below. At least one (1) of these elements shall repeat horizontally. All elements shall repeat at intervals of no more than thirty-five (35) feet, either horizontally or vertically.

1. Color change.
2. Texture change.
3. Material module change (brick, stone etc.).
4. Expression of architectural or structural bay through a change in plane no less than twelve (12) inches in width, such as an offset, reveal, or projecting rib.

c. Roofs.

Intent: Variations in roof lines should be used to add interest to, and reduce the massive scale of large buildings. Roof features should complement the character of adjoining neighborhoods.

Standard: Roof lines shall be varied with a change in height every one hundred (100) linear feet in the building length. Parapets, mansard roofs, gable roofs, hip roofs, or dormers shall be used to conceal flat roofs and roof top equipment from public view. Where predominantly visible roof sections of buildings are exposed to view, the use of tile, metal, or designer roof materials is encouraged. Alternating lengths and designs may be acceptable and can be addressed during the preliminary development plan process.

d. Materials and colors.

Intent: Exterior building materials and colors comprise a significant part of the visual impact of a building. Therefore, they should be aesthetically pleasing and compatible with materials and colors used in adjoining neighborhoods.

Standard:

1. Predominant exterior building materials shall be high quality materials including brick or stone and at least one of the following, without limitation:
   i. Stucco
   ii. Wood
   iii. Metal
   iv. Decorative concrete masonry units
2. Facade colors shall be low reflectance, subtle, neutral, or earth tone colors. The use of high intensity colors, metallic colors, black or fluorescent colors is prohibited.
3. Building trim and accent areas may feature brighter colors, including primary colors, but neon tubing shall not be an acceptable feature for building trim or accent areas.
4. Predominant exterior building materials as well as accents should not include the following unless covered with 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 approved material and/or textured stucco finish:
   i. Decorative concrete masonry units
   ii. Tilt-up concrete panels
   iii. Pre-fabricated steel panels

e. Entryways.

Intent: Entryway design elements and variations should give orientation and aesthetically pleasing character to the building. The standards identify desirable entryway design features.

Standard: Each principal building on a site shall have clearly defined, highly visible customer entrances featuring no less than three (3) of the following:

1. Canopies or porticos
2. Architectural towers
3. Recesses/projections
4. Arcades
5. Varied height raised corniced parapets
6. Peaked roof forms
7. Arches
8. Outdoor patios
9. Display windows
10. Architectural details such as tile work and moldings which are integrated into the building structure and design
11. Integral planters or wing walls that incorporate landscaped areas and/or places for sitting

2) **<u>Site Design and Relationship to the Surrounding Community</u>**

a. Entrances.

Intent: Large buildings should feature multiple entrances with smaller entrances along the abutting public or private right-of-way and shall feature gateways or pedestrian mall at the intersection corner. Multiple building entrances reduce walking distances from cars, facilitate pedestrian access from parking lots, and provide convenience where certain entrances offer access to individual uses, or identified departments in a large building. Multiple entrances also mitigate the

effect of the unbroken walls and neglected areas that often characterize building facades that face bordering land uses.

Standard: All sides of a principal building that directly face an abutting public or private right-of-way shall feature at least one (1) pedestrian entrance per side. Where a principal building directly faces a row of smaller retail stores along the border of more than two (2) abutting public or private rights-of-way, there shall be only two (2) entrances required. The corner entrance shall be designed to provide a gateway or pedestrian mall that provides pedestrian access to the larger uses in the interior of the site. The number of entrances for the buildings shall be addressed at the preliminary development plan stage. Where additional uses will be located in the principal building each such use shall have at least one (1) exterior pedestrian entrance which shall conform to the above requirements.

b. Parking lot orientation.

Intent: Parking areas should provide safe, convenient, and efficient access for vehicles and pedestrians. They should be distributed around large buildings in order to shorten the distance to other buildings and public sidewalks and to reduce the overall scale of the paved surface. If buildings are located closer to streets, the scale of the complex is reduced, pedestrian traffic is encouraged, and architectural details take on added importance. Parking lots should be oriented between the larger principle buildings and the smaller buildings required along the perimeters of the site adjacent to public streets and off site uses.

Standard: No more than thirty (30) percent of the off-street parking area for the entire property shall be located between the front facade within the front yard of the principal building(s) and the primary abutting street unless the principal building(s) and/or parking lots are screened from view by perimeter smaller buildings development.

c. Back and sides.

Intent: The rear or sides of buildings often present an unattractive view of blank walls, loading areas, storage areas, HVAC units, garbage receptacles, and other such features. Architectural and landscaping features should mitigate these impacts. Any back or side of a building visible from a public or private right-of-way or a residential area shall be built in accordance with 1. Design guidelines--Aesthetic character. The Community Development Director may waive this requirement as part of the development plan review process if there are special or unique circumstances.

Standard: The minimum setback for any building facade shall be in accordance with the Land Development Code. Where the facade faces adjacent residential uses an earthen berm shall be installed, no less than six (6) feet in height, containing at a minimum, a double row of evergreen or deciduous trees planted at intervals of ten (10) feet on center. Additional landscaping may be required by the Community Development Director to effectively buffer adjacent land use as deemed appropriate. All additional landscape requirements of the landscape and tree protection code or of other sections of these guide lines shall apply.

d. Outdoor storage, trash collection, and loading areas.

Intent: Loading areas and outdoor storage areas exert visual and noise impacts on surrounding neighborhoods. These areas, when visible from adjoining properties, residential areas and/or public streets, should be screened, recessed or enclosed. While screens and recesses can effectively mitigate these impacts, the selection of inappropriate screening materials can exacerbate the problem. Appropriate locations for loading and outdoor storage areas include areas between buildings, where more than one (1) building is located on a site and such buildings are not more than forty (40) feet apart, or on those sides of buildings that do not have

pedestrian entrances. Joint use of loading and screening areas by multiple users will be encouraged where ever possible.

Standard:

1. Areas for outdoor storage, truck parking, trash collection or compaction, loading, or other such uses shall not be visible from public or private rights-of-way.
2. Outdoor storage areas and heavy equipment or aerial equipment parking areas should be located away from C.R. 470. Aerial equipment (bucket trucks, cherry pickers, etc.) must be parked/stored with the aerial device in the down position.
3. No areas for outdoor storage, trash collection or compaction, loading, or other such uses shall be located within fifty (50) feet of any public or street, public sidewalk, or internal pedestrian way.
4. No delivery, loading, trash removal or compaction, exterior activities and large vehicle movement or other such operations shall be permitted between the hours of 10:00 p.m. and 7:00 a.m. unless the applicant submits evidence that sound barriers between all areas for such operations effectively reduce noise emissions to a level of forty-five (45) dB, as measured at the lot line of any adjoining property.
5. Loading docks, truck parking, outdoor storage, utility meters, HVAC equipment, trash dumpsters, trash compaction, bay doors and other service functions shall be incorporated into the overall design of the building and the landscaping so that the visual and acoustic impacts of these functions are fully contained and out of view from adjacent properties and public streets, and no attention is attracted to the functions by the use of screening materials that are different from or inferior to the principal materials of the building and landscape. Backflow preventors, fire department connections, and mechanical equipment (including wall-mounted electrical panels) within 100 feet of C.R. 470 must be screened from view with landscaping or other screening approved by the Community Development Director.
6. Non-enclosed areas for the storage and sale of seasonal inventory shall be permanently defined and screened with decorative walls and/or solid fences. Materials, colors, and designs of screening walls and/or fences and the cover shall conform to those used as predominant materials and colors of the building. If such areas are to be covered, then the covering shall conform to those used as predominant materials and colors on the buildings.

e. Pedestrian flows.

Intent: Pedestrian accessibility opens auto-oriented developments to the neighborhood, thereby reducing traffic impacts and enabling the development to project a friendlier, more inviting image. This section sets forth standards for public sidewalks and internal pedestrian circulation systems that can provide user-friendly pedestrian access as well as pedestrian safety, shelter, and convenience within the center grounds.

Standard:

1. Sidewalks at least five (5) feet in width shall be provided along all sides of the lot that abut a public or private right-of-way, excluding major highways. The Community Development Director may waive this requirement as part of the development plan review process if there are special or unique circumstances.
2. Continuous internal pedestrian walkways, no less than five (5) feet in width, shall be provided from the public sidewalk or right-of-way to the principal customer entrance of all principal buildings on the site. At a minimum,

walkways shall connect focal points of pedestrian activity such as, but not limited to, transit stops, street crossings, building entry points, and shall feature adjoining landscaped areas that include trees, shrubs, benches, flower beds, ground covers, or other such materials for no less than fifty (50) percent of their length.

3. Sidewalks, no less than five (5) feet in width, shall be provided along the full length of the building along any facade featuring a customer entrance, and along any facade abutting public parking areas. Such sidewalks shall be located at least three (3) feet from the facade of the building to provide planting beds for foundation landscaping, except where features such as arcades or entryways are part of the facade.
4. Internal pedestrian walkways provided in conformance with subsection e. above, shall provide weather protection features such as awnings or arcades within thirty (30) feet of all customer entrances, constructed parallel to the facade of the building. This is not intended to extend into the driving aisles or parking areas.
5. All internal pedestrian walkways shall be distinguished from driving surfaces through the use of durable, low maintenance surface materials such as pavers, bricks, or scored concrete to enhance pedestrian safety and comfort, as well as the attractiveness of the walkways. Signs shall be installed to designate pedestrian walkways.

f. Signage.

1. A master signage plan will be required at the time of site plan approval.
2. Entry monument signs identifying the center shall be permitted for any approved entrance. At proposed street intersections, monument signs identifying the internal business shall be permitted. Monument signs identifying multiple businesses within the center shall be preferred.
3. Electronic message signage shall be permitted.
4. Signage shall comply with the City of Leesburg sign code for Commercial Uses.

3) **Central Features and Community Spaces.**

Intent: Buildings should offer attractive and inviting pedestrian scale features, spaces and amenities. Entrances and parking lots should be configured to be functional and inviting with walkways conveniently tied to logical destinations. Bus stops and drop-off/pickup points should be considered as integral parts of the configuration. Pedestrian ways should be anchored by special design features such as towers, arcades, porticos, pedestrian light fixtures, bollards, planter walls, and other architectural elements that define circulation ways and outdoor spaces. The features and spaces should enhance the building and the center as integral parts of the community fabric.

Standard: Each business establishment subject to these standards shall contribute to the establishment or enhancement of community and public spaces by providing at least two (2) of the following: patio/seating area, pedestrian plaza with benches, transportation center, window shopping walkways, outdoor play area, kiosk area, water feature, clock tower, steeple, or other such deliberately shaped area and/or a focal feature or amenity that, in the judgment of the city staff, adequately enhances such community and public spaces. Any such areas shall have direct access to the public sidewalk network and such features shall not be constructed of materials that are inferior to the principal materials of the building and landscape. Although the City of Leesburg does not currently maintain a public bus system, Lake County does offer limited service to commercial areas; therefore, areas should be provided or

designed to accommodate bus service and the growing number of private bus services (i.e., senior citizen, nursing home/assisted living facilities, etc.).

CONCEPTUAL FENCE **EXHIBIT E**

ASSISTED LIVING DESIGN ELEVATIONS **EXHIBIT F**

thrive senior living

Ivy Springs Manor

Assisted Living & Memory Care

MSA:	Atlanta, GA	*Units:*	77
Construction:	5/11 - 6/12	*Occupancy:*	60%
Opened:	7/2012	*Sq. Ft.:*	53,000
Pre-leased:	26%	*Est. Stab.:*	2/2013

Ivy Springs Manor is located in an affluent high-growth suburb of Atlanta, within a mile of the largest shopping mall and retail trade area in the southeast.

www.ivyspringsmanor.com

Grace Manor

Memory Care

MSA:	Daytona Beach, FL	*Units:*	53
Construction:	6/10 - 5/11	*Occupancy:*	91%
Opened:	6/2011	*Sq. Ft.:*	35,000
Pre-leased:	15%	*Est. Stab.:*	Complete

Grace Manor began as a drastic expansion and re-construction of a small, existing skilled nursing facility on its original location. The comunity enjoys a beautiful setting with multiple courtyards and gardens separating its three distinct care neighborhoods.

www.gracemanorportorange.com

The Legacy at Georgetown

Assisted Living & Memory Care

MSA:	Austin, TX	*Units:*	80
Construction:	11/11 - 11/12	*Occupancy:*	N/A
Opening:	2/13	*Sq. Ft.:*	62,000
Pre-leased:	6%	*Est. Stab.:*	11/2013

The Legacy at Georgetown is located at the entrance to Sun City Georgetown, one of the largest senior living communities in the US. Set among mesquite trees and designed in Texas hill-country style, it is a unique and strategically located community.

www.legacyatgeorgetown.com

SINGLE FAMILY DETACHED DESIGN ELEVATIONS **EXHIBIT F**

Stone/Brick

Stucco

Stucco/pavers

CITY OF LEESBURG PLANNING & ZONING DIVISION
STAFF SUMMARY

DATE: September 16, 2016
OWNER: Ardent Companies / TAC FL Land Holdings, LLC
PETITIONER: Tony Benge
PROJECT: PUD (Planned Unit Development)
REQUEST: Planned Unit Development zoning to allow for a mix of uses for medical care, housing and commercial ancillary uses
CASE NO.: PUD-16-126

GENERAL LOCATION: This property is generally located south of the intersection of East Dixie Avenue and South Lake Street and north of Mellathon Circle.

FUTURE LAND USE DESIGNATION:
Neighborhood Mixed Use

SURROUNDING FUTURE LAND USE DESIGNATION:
North – General Commercial
South – Water Body
East – High Density Residential
West – Conservation; Water Body

PROPOSED FUTURE LAND USE DESIGNATION:
n/a

EXISTING ZONING DESIGNATION: PUD (Planned Unit Development)

SURROUNDING ZONING DESIGNATIONS:
North – C-2 (Community Commercial)
South – R-1-A (Single Family Residential)
East – PUD (Residential Planned Unit Development)
West – Water Body

PROPOSED ZONING DESIGNATION: Amended PUD (Planned Unit Development)

EXISTING LAND USE: Vacant

SURROUNDING LAND USE:
North – Commercial; Residential
South – Single family residential
East – Commercial; Professional Offices; Residential
West – Commercial; Professional Offices; Residential

PROPOSED LAND USE: Planned Unit Development – mixed use including medical care, housing and commercial ancillary uses

CITY OF LEESBURG PLANNING & ZONING DIVISION
DEPARTMENTAL REVIEW SUMMARY

DATE: September 14, 2016
OWNER: Ardent Companies, TAC FL Land Holdings, LLC
PETITIONER: The Ardent Companies
PROJECT: PUD (Planned Unit Development)
REQUEST: To allow for a mix of uses to include Assisted Living Facility, Independent Living Facility, memory care and ancillary housing, Senior housing, hotel, retail/commercial supporting the local medical community including restaurant, pharmacy and other general retail uses, medical offices and single family homes.
CASE NO.: PUD-16-126 Venetian Isles/Royal Palm Amendment

THE FOLLOWING COMMENTS RECEIVED FROM EACH DEPARTMENT:

POLICE

No comment received as of Wednesday, September 14th, 2016.

FIRE

No comment received as of Wednesday, September 14th, 2016.

ELECTRIC

No comment received as of Wednesday, September 14th, 2016.

WATER DISTRIBUTION

No comment received as of Wednesday, September 14th, 2016.

WATER BACKFLOW

No comment received as of Wednesday, September 14th, 2016.

STORMWATER

No comment received as of Wednesday, September 14th, 2016.

WASTEWATER

No comment received as of Wednesday, September 14th, 2016.

DEPARTMENTAL REVIEW SUMMARY

Venetian Isles/Royal Palm Amendment – PUD-16-126

GAS

No comment received as of Wednesday, September 14th, 2016.

GIS

No comment received as of Wednesday, September 14th, 2016.

BUILDING

No comment received as of Wednesday, September 14th, 2016.

ENGINEERING/PUBLIC WORKS/SURVEY

No comment received as of Wednesday, September 14th, 2016.

ADDRESSING

No comment received as of Wednesday, September 14th, 2016.

ECONOMIC DEVELOPMENT

No comment received as of Wednesday, September 14th, 2016.

COMMUNICATIONS UTILITY

No comment received as of Wednesday, September 14th, 2016.

PUBLIC RESPONSES

Approval:

Two responses were received for approval.

Disapproval:

No comment received as of Wednesday, September 14th, 2016.

General Comments:

General public phone calls related to details of the proposed development and meeting place, date and time.

CITY OF LEESBURG PLANNING & ZONING DIVISION
RECOMMENDATIONS

DATE:	September 22, 2016
OWNER:	Ardent Companies, TAC FL Land Holdings, LLC
PETITIONER	The Ardent Companies (Todd Terwilliger)
PROJECT:	Venetian Isles/Royal Palms
REQUEST:	Planned Unit Development – Revision of conditions
CASE NO.:	PUD-16-126

THE PLANNING & ZONING DIVISION RECOMMENDS:

APPROVAL of the request

for the following reason(s):

1. The proposed zoning amendment is compatible with adjacent properties zoned R-2 (Medium Density Residential), PUD (Planned Unit Development) and C-2(Community Commercial) to the north, R1-A (Single Family Residential) to the south, PUD (Planned Unit Development) to the east and west. As conditioned, this proposal does not appear to create a detriment to surrounding properties.

2. The proposed zoning district PUD (Planned Unit Development) as conditioned and shown in the attached "Exhibit A," is compatible with the current City Future Land Use designation of High Density Residential.

3. The rezoning of the subject properties is consistent with the City's Growth Management Plan, Future Land Use Element, Goal I, and Objective 1.6.

Action Requested:

1. Vote to approve the request to rezone the subject property from PUD (Planned Unit Development) to PUD (Planned Unit Development) with the proposed Venetian Isle and Royal Palms Planned Development Conditions attached hereto as Exhibit A-C and forward to the City Commission for consideration.

VENETIAN ISLE
PUD (PLANNED UNIT DEVELOPMENT)
PLANNED DEVELOPMENT CONDITIONS
September 22, 2016

These Planned Development Conditions for a PUD (Planned Unit Development) District are granted by the City of Leesburg Planning Commission, Lake County, Florida to Ardent Companies, TAC Florida LLC 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 mixed use development consisting of single family residential, age-restricted (55+) multi-family, assisted living, memory care and ancillary housing uses including a hotel, retail uses, plus commercial facilities and offices to support the local medical community on an approximately 55 acre site within the City of Leesburg in accordance with their Planned Development application and supplemental information.

1. PERMISSION

Permission is hereby granted to Ardent Companies, TAC Florida LLC 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 east 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 55 acres, shall be used for single family residential, age restricted multi-family (55+), assisted living, memory care and ancillary housing uses including a hotel, retail uses, plus 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**. Proposed Senior Housing shall be allowed as illustrated in "Option A" (98 units on approximately six {6} acres) as seen on **Exhibit C-1** Conceptual Site Plan (for Senior Housing).

2) Accessory uses shall be as follows:
   a. outdoor commercial recreation
   b. bars and lounges within a hotel
   c. clubs and lodges within an assisted living facility
   d. educational facilities within an assisted living facility or hotel
   e. 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. outdoor commercial recreation
   b. commercial bars and lounges except as an accessory use to a hotel
   c. clubs and lodges except as an accessory use to an assisted living facility
   d. crematoriums
   e. package stores
   f. industrial uses
   g. educational facilities
   h. vehicle sales service and repair
   k. kennels
   l. truck stops
   m. Any other similar uses which are not considered residential, office or commercial in character or intensity which may adversely impact the adjoining properties do to traffic, noise, dust, etc.

B. Residential Development

1) The project shall contain a maximum of 200 (residents) assisted living memory care residential units, 100 independent senior adult living units, a 98-unit age restricted multi-family complex (illustrated as "Option A" on Exhibit C-1 Conceptual Site Plan for Senior Housing) and 25 detached single family units on approximately 54.5 acres. The gross density for this development shall not exceed 12 units per acre for any senior adult uses; the gross density for the single family site shall not exceed 4 units per acre.

2) The minimum lot size shall be 6,000 square feet for the detached single family homes.

3) Minimum lot widths shall be 60 feet. Minimum lot depth shall be 100 feet.

4) The following minimum yard setbacks shall be maintained for single-family detached:

   Front setback – 20 feet;
   Rear setback – 18 feet; and
   Side setbacks – minimum of 5 feet.

5) Minimum distance between single-family detached structures shall be 10 feet with 20 feet for assisted living unit building groups; 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) Corner lots shall have a minimum side yard setback of 20 feet from the public right-of-way.

7) Accessory structures shall have a minimum rear and side setback of 5 feet and single accessory structures that are not attached to the principal structure shall not occupy more than 30 percent of the required rear yard.

8) An attached screened enclosure with screen roof must maintain a minimum setback

of five (5) feet from the rear property line.

9) City staff as part of the preliminary site plan approval process shall approve final lot sizes and setbacks based on the general intent of the PUD as per conceptual plans.

10) Impervious surface coverage for single-family detached shall not exceed 70 percent.

11) A minimum of thirty (30) 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.

12) Maximum building height for single family detached units shall not exceed two stories or 30 feet except for the assisted living/memory care residential units which shall not exceed five stories or 55 feet.

C. Recreational Development

1) Recreational development shall include active and passive uses and consist of a minimum of 1.5 +/- acres of 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) 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) Recreational uses may include, but not be limited to the following uses:
   a. Satellite recreational centers, clubhouses within the residential areas
   b. Tennis courts
   c. Swimming pools
   d. Shuffle board
   e. Jogging Path / Pedestrian Path
   f. Horse shoes
   g. Croquet
   h. Softball fields
   i. Exercise rooms

j. Wood shop
k. Craft room
l. Media room
m. Card room
n. Billiards room
o. Library
p. Dressing room
q. Computer room

6) Developer shall provide a covered over look dock on Lake Harris for development residents. In addition, a nature trail/board walk shall be constructed from the overlook dock area to the west to tie into the proposed nature trail/board walk planned through the Royal Palms project, subject to approval by state and local permitting agencies.

D. Limited commercial uses shall be allowed within buildings designated for recreational use and shall be intended for the primary use of project residents. The location and intensity of such uses shall be approved by the City staff as part of the preliminary site plan review process. Examples of such uses are sales office, post office, ATM or bank services, 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 two access points which may be gated as shown on the conceptual plans, one on East. Dixie Avenue and one on Lake Avenue. The accesses shall be through divided boulevard type roads. The Lake Avenue access shall line up with the Royal Palms project access point, 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. Currently, the Leesburg City Commission is considering the implementation of Architectural Standards for new commercial development and redevelopment. All phases and all structures of this development shall meet or exceed the architectural standards as adopted by the City Commission. Should these proposed commercial architectural standards not be in place at the time of construction of any phase or structure within this development, the following standards shall prevail for commercial development.

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. Design of the commercial phase of the project shall comply with the intent of the Design Guideline Requirements (See **Exhibit D**).

G. Single family detached and assisted living units shall be designed with elevations that are the same or similar to the attached elevations (See **Exhibit F**).

H. Other similar design variations meeting the intent of this section may be approved at the discretion of the Community Development Director.

6. DEVELOPMENT STANDARDS

A. The minimum development standards shall be those required for the C-3 Highway Commercial district for commercial uses except as amended by these conditions and may limit the permitted uses based on site plan requirements.

B. Minimum building setbacks shall be fifty-five (55) feet except for single family residential uses from any abutting residential district property boundaries and thirty (30) feet from the western boundary.

B. Structures other than single family detached units shall not exceed forty (40) feet in height (three stories) as measured from the first floor, finished floor level on the site except for hotel and multi-family uses which shall not exceed fifty-five (55) feet and five (5) stories.

D. A wildlife/archaeological management plan for the project site shall be prepared, if applicable, based on the results of an environmental assessment of the site and any environmental permit required from applicable governmental agencies. The management plan shall be submitted to the City as part of the site plan application. The Permittee shall designate a responsible legal entity that shall implement and maintain the management plan.

E. The permittee shall construct off-street parking spaces within the development pursuant to

the City of Leesburg Code of Ordinances, as amended, which shall include the required number of handicapped parking spaces.

7. WETLANDS

Should 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).

8. DRAINAGE AND UTILITIES

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:

1) A detailed site plan demonstrating no direct discharge of stormwater runoff generated by the development into any natural surface waters or onto adjacent properties shall be required.

2) A detailed site plan indicating all provisions for electric, water, sewer, and natural gas in accordance with the site plan review process as required by the City of Leesburg Code of Ordinances.

9. TRANSPORTATION 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 Lake-Sumter 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 zoning approval for review and determination of any necessary access improvements, including any off-site improvements required by FDOT, Lake County, the Lake-Sumter 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 Dixie Avenue and east of Lake Street, included but not limited to the paving of Lake Street, Clark St., Mellathon Cr., and Monterey Dr. south to Lake Harris. Any offsite improvements required by FDOT, Lake County, Lake-Sumter 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 Lake-Sumter 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.

10. 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 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.

11. 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.

12. 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.

B. Implementation of the project shall substantially commence within 36 months of approval of this Planned Development. In the event, the conditions of the PUD have not been substantially implemented during the required time period, the PUD shall be scheduled with due notice for reconsideration by the Planning Commission at their next available regular meeting. The Planning Commission will consider whether to extend the PUD approval or rezone the property to another appropriate zoning classification.

13. 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.

14. CONCURRENCY

As submitted, the proposed zoning change does not appear to result in demands on public facilities which would exceed the current capacity of some public facilities, such as, but not limited to roads, sewage, water supply, drainage, solid waste, parks and recreation, schools and emergency medical facilities. However, no final development order (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

PARCEL 1:

That part of Government Lot 4, Section 25, Township 19 South, Range 24 East, Lake County, Florida, described as follows:

From the Northwest corner of the Southwest 1/4 of Section 25, run East along the North line of Southwest 1/4 a distance of 1345.48 feet to the Point of Beginning; thence run South 1925.00 feet along the East line of Lake Street; thence run S 89°38'13" E 1291.98 feet to the East line of the Southwest 1/4 of said Section 25; thence run North along said East line to Northeast corner of Southwest 1/4 of Section 25; thence run West along the North line of Southwest 1/4 to the Point of Beginning.

LESS the Right-of-Way of Dixie Avenue and LESS the West 600.00 feet of the North 600.00 feet of that part of Government Lot 4 in Section 25, Township 19 South, Range 24 East, in the City of Leesburg, Florida, lying South of the South line of the Right-of-Way of Dixie Avenue and East of the East line of the Right-of-Way of Lake Street as said streets existed on January 2, 1974; and LESS the South 600.00 feet of the North 1250.00 feet of the West 435.60 feet of that part of Government Lot 4 in Section 25, Township 19 South, Range 24 East, in the City of Leesburg, Florida, lying South of the South line of Right-of-Way of Dixie Avenue and East of the East line of the Right-of-Way of Lake Street as said streets existed on January 2, 1974.

PARCEL 2:

From the Northwest corner of the Southwest 1/4 of above said Section 25; run East along the North line of Southwest 1/4 a distance of 1085.48 feet; thence South 510.00 feet; thence East 200.00 feet to the Right-of-Way line of Lake Street; thence run South along said West line of Lake Street 1475.00 feet to the Point of Beginning; thence run East 293.00 feet; thence South

to Lake Harris; thence Westerly and Northwesterly along said lake to a point South of Point of Beginning; thence run North along the Southerly extension of the above mentioned West Right-of-Way line of Lake Street to the Point of Beginning.

Lots 11, 12, 13, 14, 15, 16, 17 and the North 156.70 feet of Lot 18, Block 108 less the South 82.50 feet of the said North 156.70 of Lot 18; All of Block 125; All of Block 126; and Lots 1, 4, 5 and 8, Block 127, less the 67.00 feet thereof; and a part of Lot 7, Block 139, of EAST LEESBURG as recorded in Plat Book 1, Page 69, of the Public Records of Lake County, Florida, described as follows:

From the Northwest corner of Lot 18, Block 108, of said EAST LEESBURG, run S 00°17'00" E along the West line of Lot 18 a distance of 185.00 feet to the Point of Beginning of this description; thence run N 89°54'30" W 678.91 feet, more or less, to a point that is 177.00 feet East of the West line of Block 139, said point being in a canal; thence Northerly parallel with the said West line of Block 139 to the North line of aforesaid Lot 7, Block 139; thence Easterly along the North line of Lot 7, Block 139 a distance of 679.39 feet to the East line of Block 139; thence run S 00°17'00" E along the East line of Block 139 to the Point of Beginning.

Alternate Key Numbers 2518596, 1347751, 1347742, 2892056, 1206430, 1205808 and 3792476.

CONCEPTUAL SITE PLAN (Original) **EXHIBIT C**

CONCEPTUAL SITE PLAN (for Senior Housing) **EXHIBIT C-1**

A. The following design standards are intended to be used as a guide for design of large commerce or industrial developments and as an evaluation tool by city staff in the review process.

1) **Design standards – Aesthetic character**.

a. Facades and exterior walls.

Intent: Facades should be articulated to reduce the massive scale and the uniform, impersonal appearances of large buildings and provide visual interest that will be consistent with the community's identity, character, and scale. The intent is to encourage a more human scale that citizens of the City of Leesburg will be able to identify with their community. The resulting scale will ensure a greater likelihood of reuse of structure by subsequent tenants.

Standard: Developments with facades facing public roads or adjacent residential districts over one hundred (100) feet in linear length shall incorporate wall projections or recesses a minimum of three (3) foot depth and a minimum of thirty-five (35) contiguous feet within each one hundred (100) feet of facade length which shall extend over twenty (20) percent of the facade. Developments shall use animating features such as arcades, display windows, entry areas, or awnings along at least sixty (60) percent of the facade.

b. Detail features.

Intent: Buildings should have architectural features and patterns that provide visual interests, at the scale of the pedestrian, reduce massive aesthetic effects, and recognize local character. The elements in the following standard should be integral parts of the building fabric, and not superficially applied trim or graphics, or paint.

Standard: Building facades shall include a repeating pattern that shall include no less than three (3) of the elements listed below. At least one (1) of these elements shall repeat horizontally. All elements shall repeat at intervals of no more than thirty-five (35) feet, either horizontally or vertically.

1. Color change.
2. Texture change.
3. Material module change (brick, stone etc.).
4. Expression of architectural or structural bay through a change in plane no less than twelve (12) inches in width, such as an offset, reveal, or projecting rib.

c. Roofs.

Intent: Variations in roof lines should be used to add interest to, and reduce the massive scale of large buildings. Roof features should complement the character of adjoining neighborhoods.

Standard: Roof lines shall be varied with a change in height every one hundred (100) linear feet in the building length. Parapets, mansard roofs, gable roofs, hip roofs, or dormers shall be used to conceal flat roofs and roof top equipment from public view. Where predominantly visible roof sections of buildings are exposed to view, the use of tile, metal, or designer roof materials is encouraged. Alternating lengths and designs may be acceptable and can be addressed during the preliminary development plan process.

d. Materials and colors.

Intent: Exterior building materials and colors comprise a significant part of the visual impact of a building. Therefore, they should be aesthetically pleasing and compatible with materials and colors used in adjoining neighborhoods.

Standard:

1. Predominant exterior building materials shall be high quality materials including brick or stone and at least one of the following, without limitation:
   i. Stucco
   ii. Wood
   iii. Metal
   iv. Decorative concrete masonry units
2. Facade colors shall be low reflectance, subtle, neutral, or earth tone colors. The use of high intensity colors, metallic colors, black or fluorescent colors is prohibited.
3. Building trim and accent areas may feature brighter colors, including primary colors, but neon tubing shall not be an acceptable feature for building trim or accent areas.
4. Predominant exterior building materials as well as accents should not include the following unless covered with 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 approved material and/or textured stucco finish:
   i. Decorative concrete masonry units
   ii. Tilt-up concrete panels
   iii. Pre-fabricated steel panels

e. Entryways.

Intent: Entryway design elements and variations should give orientation and aesthetically pleasing character to the building. The standards identify desirable entryway design features.

Standard: Each principal building on a site shall have clearly defined, highly visible customer entrances featuring no less than three (3) of the following:

1. Canopies or porticos
2. Architectural towers
3. Recesses/projections
4. Arcades
5. Varied height raised corniced parapets
6. Peaked roof forms
7. Arches
8. Outdoor patios
9. Display windows
10. Architectural details such as tile work and moldings which are integrated into the building structure and design
11. Integral planters or wing walls that incorporate landscaped areas and/or places for sitting

2) **<u>Site Design and Relationship to the Surrounding Community</u>**

a. Entrances.

Intent: Large buildings should feature multiple entrances with smaller entrances along the abutting public or private right-of-way and shall feature gateways or pedestrian mall at the intersection corner. Multiple building entrances reduce walking distances from cars, facilitate pedestrian access from parking lots, and provide convenience where certain entrances offer access to individual uses, or identified departments in a large building. Multiple entrances also mitigate the effect of the unbroken walls and neglected areas that often characterize building facades that face bordering land uses.

Standard: All sides of a principal building that directly face an abutting public or private right-of-way shall feature at least one (1) pedestrian entrance per side. Where

a principal building directly faces a row of smaller retail stores along the border of more than two (2) abutting public or private rights-of-way, there shall be only two (2) entrances required. The corner entrance shall be designed to provide a gateway or pedestrian mall that provides pedestrian access to the larger uses in the interior of the site. The number of entrances for the buildings shall be addressed at the preliminary development plan stage. Where additional uses will be located in the principal building each such use shall have at least one (1) exterior pedestrian entrance which shall conform to the above requirements.

b. Parking lot orientation.

Intent: Parking areas should provide safe, convenient, and efficient access for vehicles and pedestrians. They should be distributed around large buildings in order to shorten the distance to other buildings and public sidewalks and to reduce the overall scale of the paved surface. If buildings are located closer to streets, the scale of the complex is reduced, pedestrian traffic is encouraged, and architectural details take on added importance. Parking lots should be oriented between the larger principle buildings and the smaller buildings required along the perimeters of the site adjacent to public streets and off site uses.

Standard: No more than thirty (30) percent of the off-street parking area for the entire property shall be located between the front facade within the front yard of the principal building(s) and the primary abutting street unless the principal building(s) and/or parking lots are screened from view by perimeter smaller buildings development.

c. Back and sides.

Intent: The rear or sides of buildings often present an unattractive view of blank walls, loading areas, storage areas, HVAC units, garbage receptacles, and other such features. Architectural and landscaping features should mitigate these impacts. Any back or side of a building visible from a public or private right-of-way or a residential area shall be built in accordance with 1. Design guidelines--Aesthetic character. The Community Development Director may waive this requirement as part of the development plan review process if there are special or unique circumstances.

Standard: The minimum setback for any building facade shall be in accordance with the Land Development Code. Where the facade faces adjacent residential uses an earthen berm shall be installed, no less than six (6) feet in height, containing at a minimum, a double row of evergreen or deciduous trees planted at intervals of ten (10) feet on center. Additional landscaping may be required by the Community Development Director to effectively buffer adjacent land use as deemed appropriate. All additional landscape requirements of the landscape and tree protection code or of other sections of these guide lines shall apply.

d. Outdoor storage, trash collection, and loading areas.

Intent: Loading areas and outdoor storage areas exert visual and noise impacts on surrounding neighborhoods. These areas, when visible from adjoining properties, residential areas and/or public streets, should be screened, recessed or enclosed. While screens and recesses can effectively mitigate these impacts, the selection of inappropriate screening materials can exacerbate the problem. Appropriate locations for loading and outdoor storage areas include areas between buildings, where more than one (1) building is located on a site and such buildings are not more than forty (40) feet apart, or on those sides of buildings that do not have pedestrian entrances. Joint use of loading and screening areas by multiple users will be encouraged where ever possible.

Standard:

1. Areas for outdoor storage, truck parking, trash collection or compaction, loading,

or other such uses shall not be visible from public or private rights-of-way.

2. Outdoor storage areas and heavy equipment or aerial equipment parking areas should be located away from C.R. 470. Aerial equipment (bucket trucks, cherry pickers, etc.) must be parked/stored with the aerial device in the down position.
3. No areas for outdoor storage, trash collection or compaction, loading, or other such uses shall be located within fifty (50) feet of any public or street, public sidewalk, or internal pedestrian way.
4. No delivery, loading, trash removal or compaction, exterior activities and large vehicle movement or other such operations shall be permitted between the hours of 10:00 p.m. and 7:00 a.m. unless the applicant submits evidence that sound barriers between all areas for such operations effectively reduce noise emissions to a level of forty-five (45) dB, as measured at the lot line of any adjoining property.
5. Loading docks, truck parking, outdoor storage, utility meters, HVAC equipment, trash dumpsters, trash compaction, bay doors and other service functions shall be incorporated into the overall design of the building and the landscaping so that the visual and acoustic impacts of these functions are fully contained and out of view from adjacent properties and public streets, and no attention is attracted to the functions by the use of screening materials that are different from or inferior to the principal materials of the building and landscape. Backflow preventors, fire department connections, and mechanical equipment (including wall-mounted electrical panels) within 100 feet of C.R. 470 must be screened from view with landscaping or other screening approved by the Community Development Director.
6. Non-enclosed areas for the storage and sale of seasonal inventory shall be permanently defined and screened with decorative walls and/or solid fences. Materials, colors, and designs of screening walls and/or fences and the cover shall conform to those used as predominant materials and colors of the building. If such areas are to be covered, then the covering shall conform to those used as predominant materials and colors on the buildings.

e. Pedestrian flows.

Intent: Pedestrian accessibility opens auto-oriented developments to the neighborhood, thereby reducing traffic impacts and enabling the development to project a friendlier, more inviting image. This section sets forth standards for public sidewalks and internal pedestrian circulation systems that can provide user-friendly pedestrian access as well as pedestrian safety, shelter, and convenience within the center grounds.

Standard:

1. Sidewalks at least five (5) feet in width shall be provided along all sides of the lot that abut a public or private right-of-way, excluding major highways. The Community Development Director may waive this requirement as part of the development plan review process if there are special or unique circumstances.
2. Continuous internal pedestrian walkways, no less than five (5) feet in width, shall be provided from the public sidewalk or right-of-way to the principal customer entrance of all principal buildings on the site. At a minimum, walkways shall connect focal points of pedestrian activity such as, but not limited to, transit stops, street crossings, building entry points, and shall feature adjoining landscaped areas that include trees, shrubs, benches, flower beds, ground covers, or other such materials for no less than fifty (50) percent of their length.
3. Sidewalks, no less than five (5) feet in width, shall be provided along the full length of the building along any facade featuring a customer entrance, and along any

facade abutting public parking areas. Such sidewalks shall be located at least three (3) feet from the facade of the building to provide planting beds for foundation landscaping, except where features such as arcades or entryways are part of the facade.

4. Internal pedestrian walkways provided in conformance with subsection e. above, shall provide weather protection features such as awnings or arcades within thirty (30) feet of all customer entrances, constructed parallel to the facade of the building. This is not intended to extend into the driving aisles or parking areas.
5. All internal pedestrian walkways shall be distinguished from driving surfaces through the use of durable, low maintenance surface materials such as pavers, bricks, or scored concrete to enhance pedestrian safety and comfort, as well as the attractiveness of the walkways. Signs shall be installed to designate pedestrian walkways.

f. Signage.

1. A master signage plan will be required at the time of site plan approval.
2. Entry monument signs identifying the center shall be permitted for any approved entrance. At proposed street intersections, monument signs identifying the internal business shall be permitted. Monument signs identifying multiple businesses within the center shall be preferred.
3. Electronic message signage shall be permitted.
4. Signage shall comply with the City of Leesburg sign code for Commercial Uses.

3) **Central Features and Community Spaces.**

Intent: Buildings should offer attractive and inviting pedestrian scale features, spaces and amenities. Entrances and parking lots should be configured to be functional and inviting with walkways conveniently tied to logical destinations. Bus stops and drop-off/pickup points should be considered as integral parts of the configuration. Pedestrian ways should be anchored by special design features such as towers, arcades, porticos, pedestrian light fixtures, bollards, planter walls, and other architectural elements that define circulation ways and outdoor spaces. The features and spaces should enhance the building and the center as integral parts of the community fabric.

Standard: Each business establishment subject to these standards shall contribute to the establishment or enhancement of community and public spaces by providing at least two (2) of the following: patio/seating area, pedestrian plaza with benches, transportation center, window shopping walkways, outdoor play area, kiosk area, water feature, clock tower, steeple, or other such deliberately shaped area and/or a focal feature or amenity that, in the judgment of the city staff, adequately enhances such community and public spaces. Any such areas shall have direct access to the public sidewalk network and such features shall not be constructed of materials that are inferior to the principal materials of the building and landscape. Although the City of Leesburg does not currently maintain a public bus system, Lake County does offer limited service to commercial areas; therefore, areas should be provided or designed to accommodate bus service and the growing number of private bus services (i.e., senior citizen, nursing home/assisted living facilities, etc.).

CONCEPTUAL FENCE **EXHIBIT E**

thrive
senior living

Ivy Springs Manor

Assisted Living & Memory Care

MSA:	Atlanta, GA	*Units:*	77
Construction:	5/11 - 6/12	*Occupancy:*	60%
Opened:	7/2012	*Sq. Ft.:*	53,000
Pre-leased:	26%	*Est. Stab.:*	2/2013

Ivy Springs Manor is located in an affluent high-growth suburb of Atlanta, within a mile of the largest shopping mall and retail trade area in the southeast.

www.ivyspringsmanor.com

Grace Manor

Memory Care

MSA:	Daytona Beach, FL	*Units:*	53
Construction:	6/10 - 5/11	*Occupancy:*	91%
Opened:	6/2011	*Sq. Ft.:*	35,000
Pre-leased:	15%	*Est. Stab.:*	Complete

Grace Manor began as a drastic expansion and re-construction of a small, existing skilled nursing facility on its original location. The comunity enjoys a beautiful setting with multiple courtyards and gardens separating its three distinct care neighborhoods.

www.gracemanorportorange.com

The Legacy at Georgetown

Assisted Living & Memory Care

MSA:	Austin, TX	*Units:*	80
Construction:	11/11 - 11/12	*Occupancy:*	N/A
Opening:	2/13	*Sq. Ft.:*	62,000
Pre-leased:	6%	*Est. Stab.:*	11/2013

The Legacy at Georgetown is located at the entrance to Sun City Georgetown, one of the largest senior living communities in the US. Set among mesquite trees and designed in Texas hill-country style, it is a unique and strategically located community.

www.legacyatgeorgetown.com

Stone/Brick

Stucco

Stucco/pavers

DRAFT SUMMARY MINUTES OF THE REGULAR MEETING

OF THE PLANNING COMMISSION

CITY COMMISSION CHAMBERS, CITY HALL

THURSDAY, SEPTEMBER 22nd, 2016 - 4:30 P.M.

The Planning Commission of the City of Leesburg held its regular meeting Thursday, September 22nd, 2016, in the Commission Chambers at City Hall.

Chairman James Argento called the meeting to order at 4:30 p.m.

The following Commission members were present:

James Argento - Chairman
Don Lukich
Frazier Marshall
Agnes Berry
Clell Coleman
Ted Bowersox

Chairman Argento called for the first case under new business, noted as Agenda item #6.

NEW BUSINESS

1. **PUBLIC HEARING CASE # PUD-16-126 – VENETIAN ISLES / ROYAL PALM – PLANNED UNIT DEVELOPMENT**

   AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, REZONING APPROXIMATELY 85+/- ACRES FROM PUD (PLANNED UNIT DEVELOPMENT) TO PUD (PLANNED UNIT DEVELOPMENT) THAT WILL INCLUDE A MIX OF USES ON PROPERTY GENERALLY LOCATED SOUTH OF THE INTERSECTION OF EAST DIXIE AVENUE AND SOUTH LAKE STREET AND NORTH OF MELLATHON CIRCLE AS LEGALLY DESCRIBED IN SECTION 25, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. **(CITY COMMISSION DATES – 1ST READING ON OCTOBER 10TH, 2016 AND 2ND READING ON OCTOBER 24TH, 2016)**

Dan Miller, Planning and Zoning Manager explained the rules of participation.

Dan Miller introduced case number #PUD-16-126 for the record and provided background information regarding the case.

Mr. Miller referred to the case as the Lake Street Development, consisting of 85 acres, a 98-unit apartment complex and approximately 25 detached single family homes. This project is designed for senior/assisted living, which will act as a "feeder unit" to a proposed assisted care/memory care facility on the proposed site. The project will be a "senior multi-family" type community, consisting of age 55+ and older, independent living residents.

Kandi Harper entered the exhibits into the record. Exhibit items included the staff summary, departmental review summary, staff recommendations, aerial map, land use and zoning map, CRA map, site photos, and conceptual site plan.

Kandi Harper utilized a power point presentation to demonstrate the area of the proposed site.

Mr. Miller indicated there were no substantial comments from other City Departments. The Building Division will require that all building codes be met for any proposed construction.

Mr. Miller explained there were a few public comments received.

Dan Miller read Staff Recommendations for approval into the record as follows:

- Compatible with the City's future land uses designated for the area, and is consistent with the City's growth management plan

- Compatible with the adjacent zoning classifications and does not appear to have a detrimental impact on the surrounding properties

Chairman Argento opened the meeting for audience participation, asking the applicant or representative for the applicant to step forward to speak first.

Representative, Tony Benge spoke on behalf of the applicant, the Ardent Company. Mr. Benge indicated the contract for purchase had been accepted as of September 22nd, 2016. Mr. Benge also stated the property had been purchased by a group of Doctors.

Mr. Benge clarified the proposed project would be geared more towards a "senior multi-family, 55+ independent life style, not the traditional classification of independent living associated with other medical type services.

With no further comment, Chairman Argento opened the discussion to the Planning Commissioners for their questions/concerns.

Commissioner's questions centered around the actual location of the apartments (Option A or B as shown in the power point presentation), the height of the structure, and the distance between the apartment complex and the property of the existing Brookdale Assisted Living Facility.
Mr. Benge responded stating that the apartment unit would be approximately three (3) stories in height, and would be built on 6-8 acres.

Based on City Staff recommendations, Mr. Benge stated the applicant would be amenable to the site

of Option A. Constructing on the site of Option A would provide greater distance between the low and high density population in the area.

With no further comments from City Staff, Chairman Argento opened the case to public comment.

Concerned citizens spoke briefly regarding the case, one asking if the single family dwellings planned for this area would be in a "gated type" community setting.

Mr. Benge confirmed the community would follow the original plan and remain as a gated community for those types of homes.

Another citizen inquired if street paving, and the addition of gas/sewer services would be done as a result of this development? An increase of traffic from Lake St. onto Dixie Ave. was also a concern.

Mr. Benge stated the main entrance of the development would be on Dixie Ave.

Planning and Zoning Manager, Dan Miller addressed the street paving concerns based on the transportation improvements/studies that would be required. Mr. Miller stated without additional research, he would not be able to quote a time line for the paving.

Dan Miller added that traffic concerns are addressed based on the transportation studies that would be required, i.e. turn lanes, and other offsite improvements for this type of development.

Without further comment, Chairman Argento closed the discussion asking for a motion to approve or deny.

Commissioner Lukich made a MOTION for APPROVAL with RESTRICTION to OPTION A (north location) of case # PUD-16-126-VENETIAN ISLES/ROYAL PALM. Commissioner Coleman SECONDED the MOTION which CARRIED UNAMIOUSLY by a vote of 6-0

With no further comments or questions, discussion was closed for Planning Commission deliberation.

ADJOURNMENT

Approximately 5:28 p.m.

_____
James Argento, Chairman

_____
Kandi Harper
Senior Planner

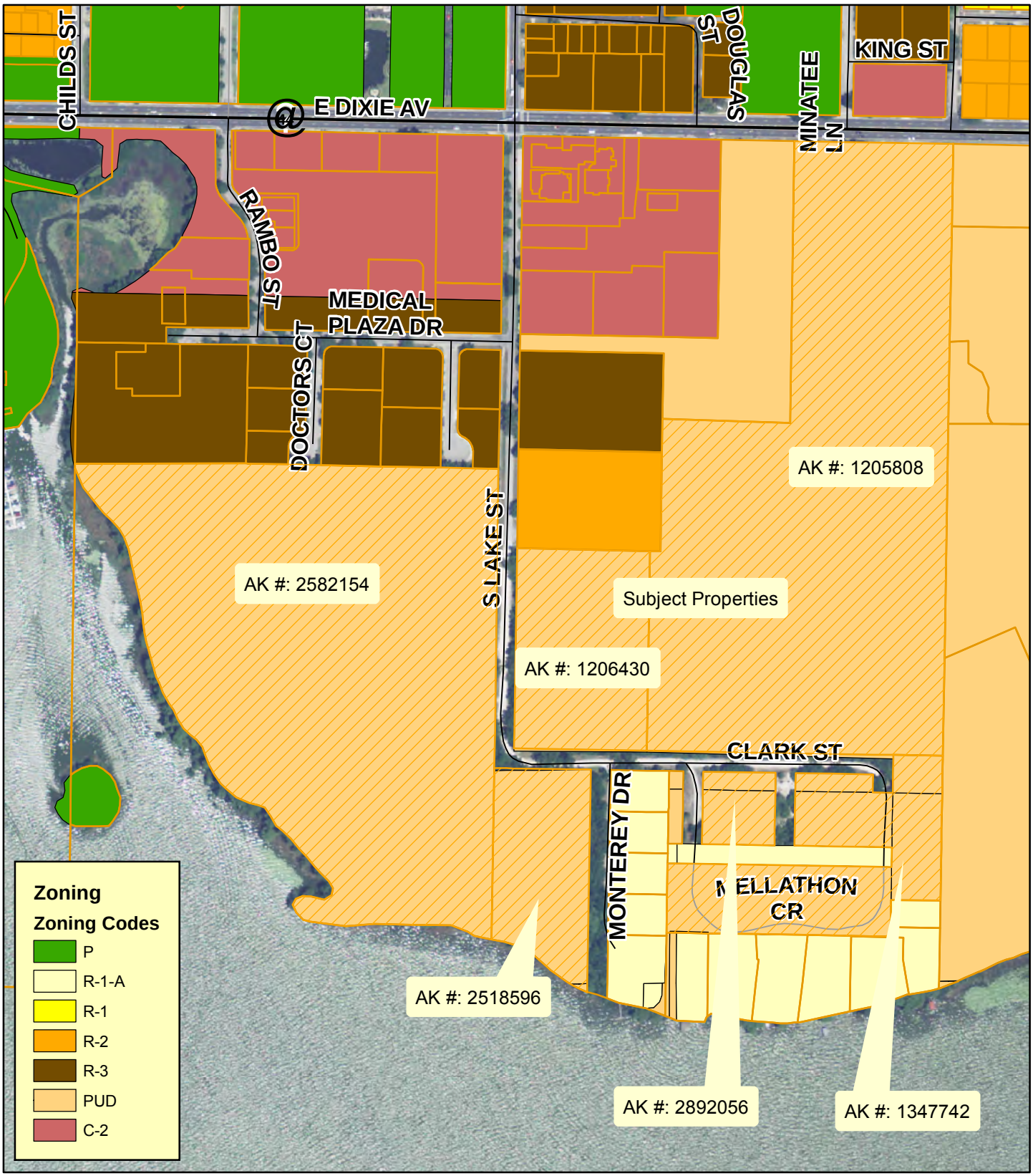
Locator

Planning & Zoning Division

N
W E
S
0 80 160 240 320
Feet

PUD 16-126 85 Acres MOL
Venetian Isles / Royal Palm Amendment
TAC-FL Land Holdings LLC
AK #: 1205808

Zoning



Planning & Zoning Division

N
W E
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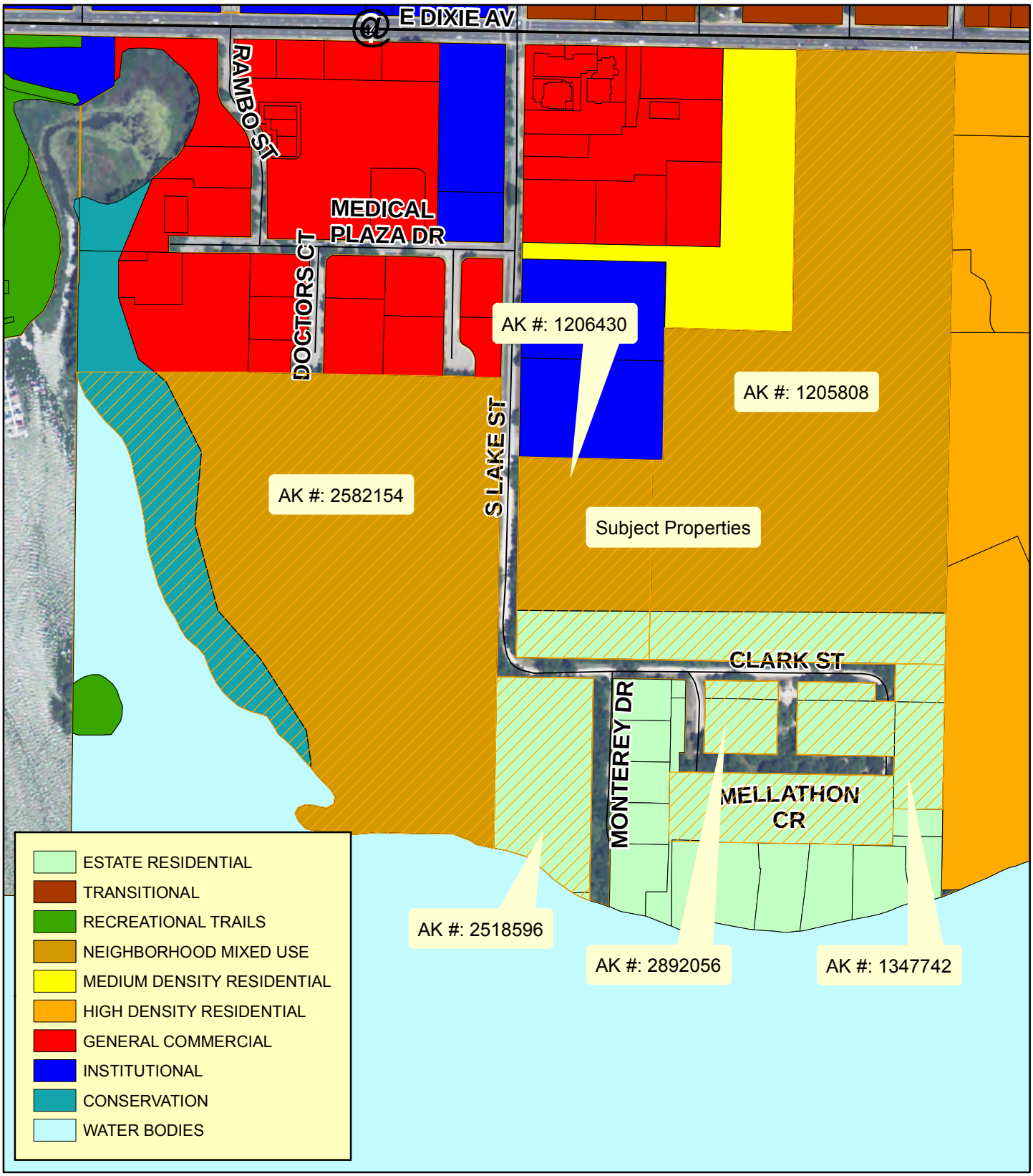
0 90 180 270 360
Feet

PUD 16-126 85 Acres MOL
Venetian Isles / Royal Palm Amendment
TAC-FL Land Holdings LLC
AK #: 1205808

Future Land Use



Planning & Zoning Division

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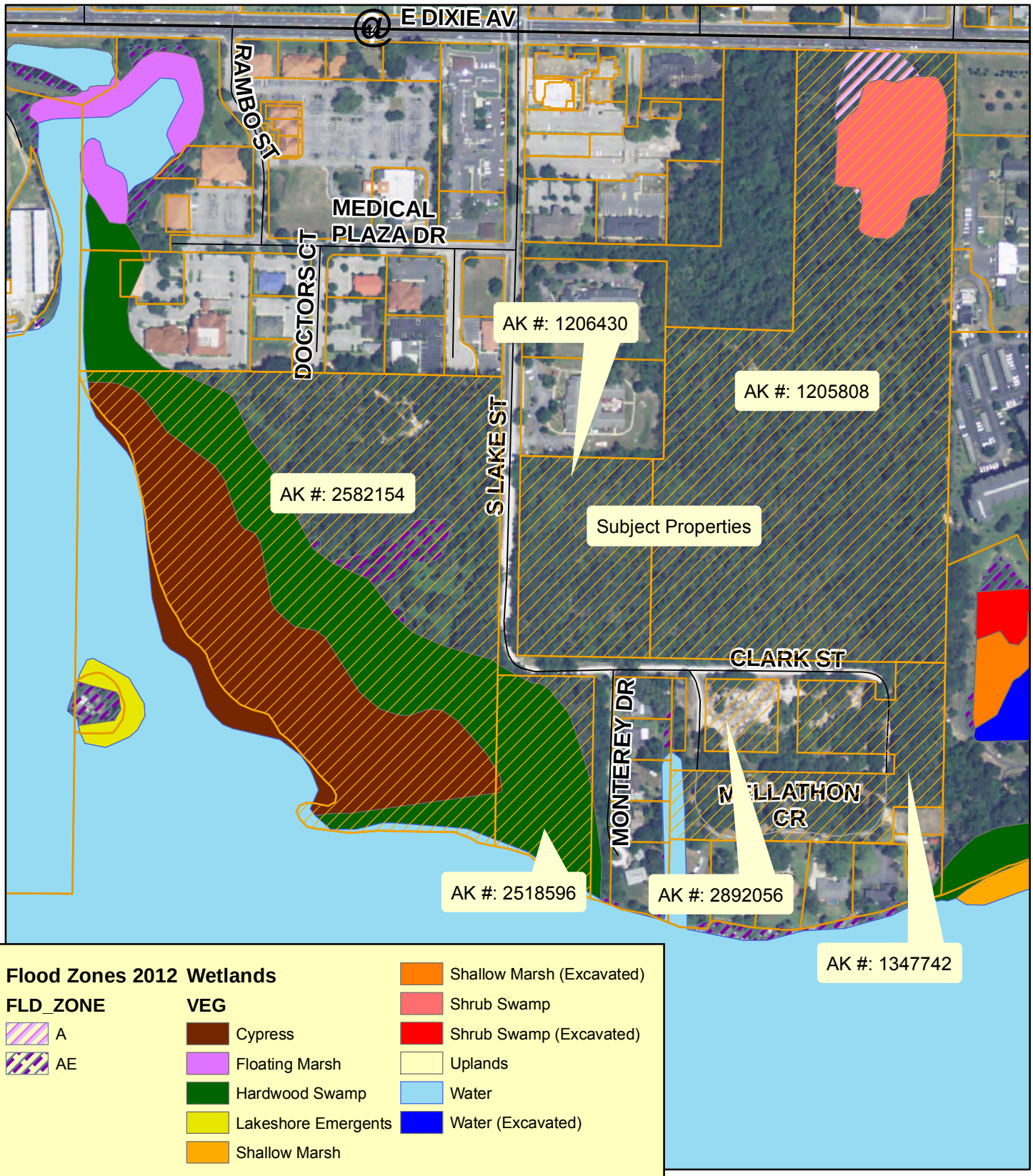
PUD 16-126 85 Acres MOL
Venetian Isles / Royal Palm Amendment
TAC-FL Land Holdings LLC
AK #: 1205808

Wetlands and Flood Zones



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PUD 16-126 85 Acres MOL
Venetian Isles / Royal Palm Amendment
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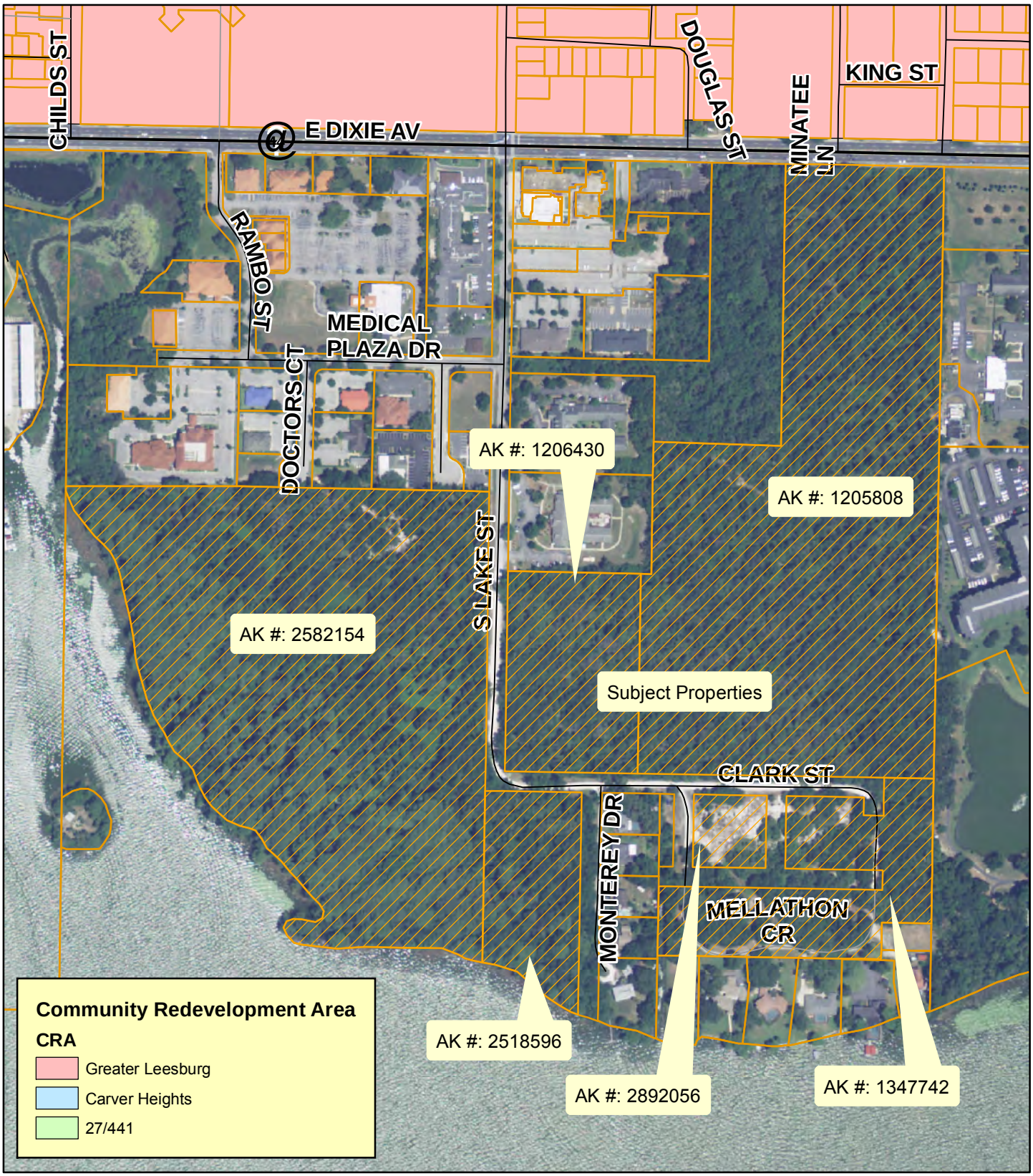
Community Redevelopment Area



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PUD 16-126 85 Acres MOL
Venetian Isles / Royal Palm Amendment
TAC-FL Land Holdings LLC
AK #: 1205808

PHOTOS OF THE SUBJECT PROPERTY - UNDEVELOPED

PHOTOS OF THE SUBJECT PROPERTY - UNDEVELOPED

PHOTOS OF THE SUBJECT PROPERTY - UNDEVELOPED

AGENDA MEMORANDUM

Item No: 6E.

Meeting Date: November 14, 2016

From: Al Minner, City Manager

Subject: Temporary Cannabis Moratorium

Analysis:

In November 2014, the City of Leesburg passed an ordinance banning any zoning classification that would permit the legal growing or sale of medical cannabis within the City Limits. With the consideration of the issue on the ballot this year, Lake County is considering a temporary moratorium on medical cannabis. Commissioner Robuck requested that the City consider a similar ordinance, which would modify the exiting ordinance now in effect.

Submission Date and Time: 11/14/2016 10:08 AM

Department: _____ **Prepared by:** _____ **Attachments:** Yes____ No _____ **Advertised:**_____Not Required _____ **Dates:**_____ **Attorney Review :** Yes___ No ____ _____ **Revised 6/10/04**	**Reviewed by: Dept. Head** _____ **Finance Dept.** _____ **Deputy C.M.** _____ **Submitted by:** **City Manager** _____	**Account No.** _____ **Project No.** _____ **WF No.** _____ **Budget** _____ **Available** _____

ORDINANCE _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, ESTABLISHING A TEMPORARY MORATORIUM WITHIN THE MUNICIPAL LIMITS OF LEESBURG, PROHIBITING MEDICAL CANNABIS ACTIVITIES DURING THE MORATORIUM PERIOD; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in 2014, the Florida legislature passed the Compassionate Medical Cannabis Act ("Compassionate Use Act") legalizing the cultivation, processing and dispensing of low-THC cannabis by a qualified dispensing organization for qualified patients; and

WHEREAS, in 2016, the Florida legislature amended the Right to Try Act, amending the Compassionate Use Act and legalized the cultivation, production and dispensing of medical cannabis, and derived products, by a qualified dispensing organization for eligible patients; and

WHEREAS, future constitutional amendments and legislation may further expand the legal use of medical cannabis in Florida; and

WHEREAS, businesses licensed pursuant to the law have begun cultivating cannabis for processing and dispensing; and

WHEREAS, the Board of County Commissioners of Lake County, Florida, desires to discuss the impacts of medical cannabis dispensing facilities on both city and county residents with the fourteen (14) municipalities located within Lake County, and is considering a moratorium like this one for that purpose; and

WHEREAS, the City of Leesburg desires to enact its own moratorium to allow Lake County time to determine what sort of regulations it may wish to enact on this subject, and to determine further whether such regulations are sufficient and appropriate to be effective within the municipal limits of Leesburg; and

WHEREAS, the purpose of this ordinance is to place a temporary moratorium on cannabis dispensing businesses, as defined herein, for a period of time that is reasonably necessary for the Board of County Commissioners of Lake County, and the City Commission of Leesburg, to determine proper regulations regarding such businesses and facilities, if deemed advisable.

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

Section 1. **Recitals.** The foregoing recitals are true and correct and incorporated herein by reference.

Section 2. **Moratorium.** The following moratorium is imposed within the municipal limits of Leesburg, Florida, on the activities described below:

MEDICAL CANNABIS ACTIVITIES.

Definitions.

For the purposes of this moratorium, the following terms, whether appearing in the singular or plural form, shall have the following meanings:

Low-THC cannabis means a plant of the genus Cannabis, the dried flowers of which contain 0.8 percent or less of tetrahydrocannabinol and more than 10 percent of cannabidiol weight for weight; the seeds thereof; the resin extracted from any part of such plant; or any compound, manufacture, salt, derivative, mixture, or preparation of such plant or its seeds or resin that is dispensed only from a dispensing organization.

Medical cannabis activities means the growing, plating, harvesting, drying, processing and wholesale and retail sale of Medical cannabis, including Low-THC cannabis and derivative products, or any subset of such activities, or any related activities.

Medical cannabis means the substance defined in section F.S. § 381.986, as may be amended.

Moratorium.

(a) As of the effective date of this Ordinance, a moratorium is imposed, and shall exist until May 23, 2017, or sooner as provided herein, prohibiting the establishment, or operation, of medical cannabis activities, and prohibiting further any application seeking any rezoning, variance, special exception or other land use approval, or seeking issuance of any Business Tax Receipt, for the purpose of engaging in medical cannabis activities.

(b) The moratorium shall expire upon the later of the following:

(1) On May 23, 2017;

(2) The effective date of an ordinance, adopted by the City of Leesburg, specifying that an ordinance on this subject adopted by the Lake County Board of County Commissioners, to address Medical cannabis activities in Lake County, shall apply within the municipal limits of Leesburg; or

(3) At such time as the City Commission votes by majority vote to repeal this moratorium.

(c) The on-site sale, provision, or dispensing of medical cannabis, Low-THC and cannabis derivative products in the City of Leesburg is prohibited during the moratorium period, except as set forth in applicable federal, state or local law.

Section 3. **<u>Effect on Existing Ordinances.</u>** Adoption of this Ordinance shall not act to repeal, in whole or in part, any other ordinance now in effect in the City of Leesburg to regulate the use, cultivation, sale, dispensing, or other disposition of cannabis within the municipal limits. All such ordinances shall remain in effect until explicitly repealed or modified.

Section 4. **Severability.** If any section, sentence, clause, phrase or word of this Ordinance is for any reason held or declared to be unconstitutional, inoperative or void, such holding or invalidity shall not affect the remaining portions of this Ordinance; and it shall be construed to have been the Commissioner's intent to pass this Ordinance without such unconstitutional, invalid or inoperative part therein; and the remainder of this Ordinance, after the exclusion of such part or parts shall be deemed and held to be valid, as if such parts had not been included herein; or if this Ordinance or any provisions thereof shall be held inapplicable to any person, groups of persons, property, kind of property, circumstances or set of circumstances, such holding shall not effect the applicability thereof to any other person, property or circumstances.

Section 5. **Effective Date.** This ordinance shall become effective upon its passage and adoption according to law.

ENACTED this day of _____ day of _____, 2016.

THE CITY OF LEESBURG, FLORIDA

BY: _____
JAY HURLEY, Mayor

Attest: _____
J. ANDI PURVIS, City Clerk

ORDINANCE _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, ESTABLISHING A TEMPORARY MORATORIUM WITHIN THE MUNICIPAL LIMITS OF LEESBURG, PROHIBITING MEDICAL CANNABIS ACTIVITIES DURING THE MORATORIUM PERIOD; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in 2014, the Florida legislature passed the Compassionate Medical Cannabis Act ("Compassionate Use Act") legalizing the cultivation, processing and dispensing of low-THC cannabis by a qualified dispensing organization for qualified patients; and

WHEREAS, in 2016, the Florida legislature amended the Right to Try Act, amending the Compassionate Use Act and legalized the cultivation, production and dispensing of medical cannabis, and derived products, by a qualified dispensing organization for eligible patients; and

WHEREAS, future constitutional amendments and legislation may further expand the legal use of medical cannabis in Florida; and

WHEREAS, businesses licensed pursuant to the law have begun cultivating cannabis for processing and dispensing; and

WHEREAS, the Board of County Commissioners of Lake County, Florida, desires to discuss the impacts of medical cannabis dispensing facilities on both city and county residents with the fourteen (14) municipalities located within Lake County, and is considering a moratorium like this one for that purpose; and

WHEREAS, the City of Leesburg desires to enact its own moratorium to allow Lake County time to determine what sort of regulations it may wish to enact on this subject, and to determine further whether such regulations are sufficient and appropriate to be effective within the municipal limits of Leesburg; and

WHEREAS, the purpose of this ordinance is to place a temporary moratorium on cannabis dispensing businesses, as defined herein, for a period of time that is reasonably necessary for the Board of County Commissioners of Lake County, and the City Commission of Leesburg, to determine proper regulations regarding such businesses and facilities, if deemed advisable.

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

Section 1. **Recitals.** The foregoing recitals are true and correct and incorporated herein by reference.

Section 2. **Moratorium.** The following moratorium is imposed within the municipal limits of Leesburg, Florida, on the activities described below:

MEDICAL CANNABIS ACTIVITIES.

Definitions.

For the purposes of this moratorium, the following terms, whether appearing in the singular or plural form, shall have the following meanings:

Low-THC cannabis means a plant of the genus Cannabis, the dried flowers of which contain 0.8 percent or less of tetrahydrocannabinol and more than 10 percent of cannabidiol weight for weight; the seeds thereof; the resin extracted from any part of such plant; or any compound, manufacture, salt, derivative, mixture, or preparation of such plant or its seeds or resin that is dispensed only from a dispensing organization.

Medical cannabis activities means the growing, plating, harvesting, drying, processing and wholesale and retail sale of Medical cannabis, including Low-THC cannabis and derivative products, or any subset of such activities, or any related activities.

Medical cannabis means the substance defined in section F.S. § 381.986, as may be amended.

Moratorium.

(a) As of the effective date of this Ordinance, a moratorium is imposed, and shall exist until May 23, 2017, or sooner as provided herein, prohibiting the establishment, or operation, of medical cannabis activities, and prohibiting further any application seeking any rezoning, variance, special exception or other land use approval, or seeking issuance of any Business Tax Receipt, for the purpose of engaging in medical cannabis activities.

(b) The moratorium shall expire upon the later of the following:

(1) On May 23, 2017;

(2) The effective date of an ordinance, adopted by the City of Leesburg, specifying that an ordinance on this subject adopted by the Lake County Board of County Commissioners, to address Medical cannabis activities in Lake County, shall apply within the municipal limits of Leesburg; or

(3) At such time as the City Commission votes by majority vote to repeal this moratorium.

(c) The on-site sale, provision, or dispensing of medical cannabis, Low-THC and cannabis derivative products in the City of Leesburg is prohibited during the moratorium period, except as set forth in applicable federal, state or local law.

Section 3. **Effect on Existing Ordinances.** Adoption of this Ordinance shall not act to repeal, in whole or in part, any other ordinance now in effect in the City of Leesburg to regulate the use, cultivation, sale, dispensing, or other disposition of cannabis within the municipal limits. All such ordinances shall remain in effect until explicitly repealed or modified.

Section 4. **Severability.** If any section, sentence, clause, phrase or word of this Ordinance is for any reason held or declared to be unconstitutional, inoperative or void, such holding or invalidity shall not affect the remaining portions of this Ordinance; and it shall be

construed to have been the Commissioner's intent to pass this Ordinance without such unconstitutional, invalid or inoperative part therein; and the remainder of this Ordinance, after the exclusion of such part or parts shall be deemed and held to be valid, as if such parts had not been included herein; or if this Ordinance or any provisions thereof shall be held inapplicable to any person, groups of persons, property, kind of property, circumstances or set of circumstances, such holding shall not effect the applicability thereof to any other person, property or circumstances.

Section 5. **Effective Date.** This ordinance shall become effective upon its passage and adoption according to law.

ENACTED this day of _____ day of _____, 2016.

THE CITY OF LEESBURG, FLORIDA

BY: _____
JAY HURLEY, Mayor

Attest: _____
ANDI PURVIS, City Clerk

ORDINANCE NO. 14-34

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CREATING CHAPTER 5 SUBSECTION 16 OF THE CITY CODE PERTAINING TO REGULATION OF MEDICAL MARIJUANA DISPENSARIES AND CANNABIS FARMS; PROVIDING DEFINITIONS; PROHIBITING OPERATION OF CANNABIS FARMS AND MEDICAL MARIJUANA DISPENSARIES; AFFIRMING THE INTENT OF THE CITY OF LEESBURG TO ADHERE TO FEDERAL LAW WHICH DECLARES ANY CULTIVATION, USE OR SALE OF MARIJUANA TO BE UNLAWFUL; REPEALING CONFLICTING ORDINANCES; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Amendment 2 is on the ballot throughout the State of Florida for the election in November, 2014; and

WHEREAS, if passed Amendment 2 would legalize the cultivation and distribution of marijuana within the State of Florida for medical purposes; and

WHEREAS, the City Commission of the City of Leesburg finds that it is in the best interests of the health, safety, welfare and morals of the citizens of Leesburg to prohibit the operation of medical marijuana dispensaries within the municipal limits, along with the operation of any cannabis farm, and

WHEREAS, the laws of the United States of America will still deem any cultivation, use, sale and distribution of marijuana to the unlawful for any purpose, notwithstanding passage of Amendment 2, and under the Supremacy Clause of the United States Constitution, the laws of the United State of America are paramount and would not be affected by passage of Amendment 2 or any enabling legislation the Florida Legislature might adopt to implement Amendment 2, and

WHEREAS, each City Commissioner, upon taking office, swore an oath to, among other things, support, protect, and defend the Constitution and Government of the United States,

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

SECTION I.

Chapter 5 Subsection 16 of the Code of Ordinances of the City of Leesburg, Florida, is hereby created to read as set forth below:

Sec. 5 – 16. Medical Marijuana

(a) As used in this Section, the following terms shall have the meanings shown:

(1) *Cannabis* shall refer to any plant or part of a plant of the genus *Cannabis*, whether growing or not; the seeds thereof; the resin extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant or its resin.

(2) *Cannabis Farm* shall mean any property used in whole or in part for the growing or cultivation of Cannabis plants, whether or not such growing or cultivation is lawful under the laws of Florida.

(3) *Marijuana* shall mean, and be synonymous with, Cannabis.

(4) *Medical Marijuana Dispensary* shall refer to any facility operated by any organization, individual, or business, holding all necessary licenses issued by the State of Florida, from which Marijuana, Cannabis based products, or Cannabis plants, are delivered, purchased, possessed, or dispensed for medical purposes.

(5) *Medical Use* shall mean any use of any form of cannabis to treat a qualifying medical condition as defined in Amendment 2 and any legislation adopted to implement Amendment 2.

(6) *Non – Medical Use* shall refer to any possession, sale, distribution, transfer, delivery, or use, of Cannabis or Cannabis based products when not associated with any Medical Use thereof.

(b) Non – Medical Use of Cannabis shall be unlawful within the municipal limits of the City of Leesburg.

(c) Cannabis Farms and Medical Marijuana Dispensaries, being unlawful under the laws of the United States of America, are likewise declared to be unlawful within the municipal limits of the City of Leesburg, Florida, whether or not lawful under the laws of Florida.

(d) Possession and use of Cannabis for Medical Use, by a person to whom the Cannabis was sold or distributed by a Medical Marijuana Dispensary operated in strict and full accordance with the laws of Florida, and located outside the municipal limits of Leesburg, shall not be a violation of this Code, provided however that any person claiming to be entitled to the benefits of this Subsection shall bear the burden of establishing, by clear and convincing evidence, that he or she was legally prescribed the Cannabis for Medical Use in full compliance with Florida law, and acquired the Cannabis from a fully licensed Medical Marijuana Dispensary. Notwithstanding this Subsection, any sale, transfer, distribution, or delivery of Cannabis by the person claiming the benefits of this Subsection, to any other person whomsoever, whether or not for Medical Use, is prohibited, as is the act by the person claiming the benefit of this Subsection of permitting any other person to use the Cannabis of the person claiming such benefit.

(e) If a Medical Marijuana Dispensary is lawfully located on property outside the municipal limits of Leesburg, which is later annexed into the City of Leesburg, such Medical Marijuana Dispensary shall be allowed to continue its operations within the property so annexed, for a period not to exceed 180 days, after which further operation as a Medical Marijuana Dispensary shall be unlawful under this Section.

(f) In the event of a violation, this Section may be enforced under Article IV, Division 2 of this Code; under §1 – 14 of this Code; or in any other manner allowed by law.

SECTION II.

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

SECTION III.

If any portion of this Ordinance is declared invalid or unenforceable, and to the extent that it is possible to do so without destroying the overall intent and effect of this Ordinance, the portion deemed invalid or unenforceable shall be severed herefrom and the remainder of the ordinance shall continue in full force and effect as if it were enacted without including the portion found to be invalid or unenforceable.

SECTION IV.

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

PASSED AND ADOPTED at the regular meeting of the City Commission of the City of Leesburg, Florida, held on the 10th day of November, 2014.

THE CITY OF LEESBURG, FLORIDA

BY: _____
MAYOR

Attest: _____
CITY CLERK

Summary of Ordinance

The purpose of this Ordinance is to establish a temporary moratorium concerning medical cannabis activities, also referred to as medical marijuana, in Lake County, Florida, until May 23, 2017, or until such time as the County has determined the impacts and regulations, if necessary, regarding such activities.

ORDINANCE 2016 -_____

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF LAKE COUNTY, FLORIDA; ESTABLISHING A TEMPORARY MORATORIUM WITHIN THE UNINCORPORATED AREAS OF LAKE COUNTY PROHIBITING MEDICAL CANNABIS ACTIVITIES DURING THE MORATORIUM PERIOD; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR SEVERABILITY; PROVIDING FOR FILING WITH THE DEPARTMENT OF STATE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in 2014, the Florida legislature passed the Compassionate Medical Cannabis Act ("Compassionate Use Act") legalizing the cultivation, processing and dispensing of low-THC cannabis by a qualified dispensing organization for qualified patients; and

WHEREAS, in 2016, the Florida legislature amended the Right to Try Act, amending the Compassionate Use Act and legalized the cultivation, production and dispensing of medical cannabis, and derived products, by a qualified dispensing organization for eligible patients; and

WHEREAS, future constitutional amendments and legislation may further expand the legal use of medical cannabis in Florida; and

WHEREAS, businesses licensed pursuant to the law have begun cultivating cannabis for processing and dispensing; and

WHEREAS, the Board of County Commissioners desires to discuss the impacts of medical cannabis dispensing facilities on both city and county residents with the fourteen (14) municipalities located within Lake County; and

WHEREAS, the Board and the municipalities need time in which to evaluate whether regulations pertaining to the location and number of dispensing facilities are justified and appropriate; and

WHEREAS, the Board of County Commissioners finds that regulation of the cultivating and dispensing of cannabis will benefit the health, safety and welfare of the residents of both incorporated and unincorporated Lake County and will reduce adverse impacts on the community; and

WHEREAS, the purpose of this ordinance is to place a temporary moratorium on cannabis dispensing businesses, as defined herein, for a period of time that is reasonably necessary for the Board of County Commissioners and/or the municipalities to determine proper regulations regarding such businesses and facilities, if deemed advisable.

NOW, THEREFORE, BE IT ORDAINED by the Board of County Commissioners of Lake County, Florida, as follows:

Section 1. **Recitals.** The foregoing recitals are true and correct and incorporated herein by reference.

Section 2. **Amendment.** The following new article entitled "Medical cannabis activities" is hereby included as Lake County Code, Chapter 3, Article IX, stating as follows:

ARTICLE IX. MEDICAL CANNABIS ACTIVITIES.

Sec. 3-65. Definitions.

For the purposes of this article, the following terms, whether appearing in the singular or plural form, shall have the following meanings:

Low-THC cannabis means a plant of the genus Cannabis, the dried flowers of which contain 0.8 percent or less of tetrahydrocannabinol and more than 10 percent of cannabidiol weight for weight; the seeds thereof; the resin extracted from any part of such plant; or any compound, manufacture, salt, derivative, mixture, or preparation of such plant or its seeds or resin that is dispensed only from a dispensing organization.

Medical cannabis activities means the growing, plating, harvesting, drying, processing and wholesale and retail sale of Medical cannabis, including Low-THC cannabis and derivative products, or any subset of such activities, or any related activities.

Medical cannabis means the substance defined in section F.S. § 381.986, as may be amended.

Sec. 3-66. Moratorium.

(a) As of the effective date of this article, a moratorium shall exist until May 23, 2017, or sooner as provided herein, during which time the tax collector shall not issue any new local business tax receipt to any person or entity for the purpose of engaging in, operating, or managing a business or facility for Medical cannabis activities.

(b) The moratorium shall expire upon the earlier of the following:

(1) On May 23, 2017;

(2) The effective date of an ordinance, adopted by the board of county commissioners, to address Medical cannabis activities in Lake County; or

(3) At such time as the board of county commissioners receives a report from county staff regarding the impact of Medical cannabis activities in Lake County and votes by majority vote to repeal this moratorium.

(c) The on-site sale, provision, or dispensing of Medical cannabis, Low-THC and cannabis derivative products in unincorporated Lake County is prohibited during the moratorium period, except as set forth in applicable federal, state or local law.

Section 3. **Inclusion in Code.** It is the intent of the Board of County Commissioners that the provisions of this Ordinance shall become and be made a part of the Lake County Code and that the sections of this Ordinance may be renumbered or relettered and the word "ordinance" may be changed to "section", "article", or such other appropriate word "or phrase in order to accomplish such intentions.

Section 4. **Severability.** If any section, sentence, clause, phrase or word of this Ordinance is for any reason held or declared to be unconstitutional, inoperative or void, such holding or invalidity

shall not affect the remaining portions of this Ordinance; and it shall be construed to have been the Commissioner's intent to pass this Ordinance without such unconstitutional, invalid or inoperative part therein; and the remainder of this Ordinance, after the exclusion of such part or parts shall be deemed and held to be valid, as if such parts had not been included herein; or if this Ordinance or any provisions thereof shall be held inapplicable to any person, groups of persons, property, kind of property, circumstances or set of circumstances, such holding shall not effect the applicability thereof to any other person, property or circumstances.

Section 5. **Filing with the Department of State.** The Clerk shall be and is hereby directed forthwith to send a certified copy of this Ordinance to the Secretary of State for the State of Florida.

Section 6. **Effective Date.** This ordinance shall become effective as provided for by law.

ENACTED this day of _____ day of _____, 2016.

FILED with the Secretary of State the ____ day of _____, 2016.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF LAKE COUNTY, FLORIDA

_____

Neil Kelly, Clerk of the
Board of County Commissioners of
Lake County, Florida

_____

Sean M. Parks, Chairman

This ____ day of _____, 2016.

Approved as to form and legality:

_____

Melanie Marsh, County Attorney

AGENDA MEMORANDUM

Item No: 6F.

Meeting Date: November 14, 2016

From: Dan Miller, Planning and Zoning Manager
Michael W. Rankin, Deputy City Manager

Subject: Ordinance rezoning approximately 506 acres for Walton Communities (Lake Denham)

Staff Recommendation
Planning Commission and Planning and Zoning Staff recommend approval of the attached ordinance to rezone the subject property from PUD (Planned Unit Development) to PUD (Planned Unit Development) with revised conditions.

Analysis
The subject property is currently zoned PUD under Ordinance 06-44. The applicant, Walton Acquisitions, FL, LLC, proposes to revise the general site plan and layout while maintaining the overall density of four (4) units per acre on the 506+/- acre property. Permitted uses will include single family, multi-family, commercial and mixed use areas. The conditions also call for specific development standards for architecture and design of the development.

The Planning Commission, on October 20, 2016, recommended approval of this request by a vote of 7-0.

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

Fiscal Impact
A significant positive fiscal impact is expected from the future development of this property due to the increase in tax revenues, and the generation of utility fees.

Submission Date and Time: 11/14/2016 10:09 AM

Department: _Comm Dev. P&Z_____ **Prepared by: _Dan Miller P&Z Manager_** **Attachments: Yes_X_ No _____** **Advertised:_____Not Required _____** **Dates:_____** **Attorney Review : Yes___ No ____** _____ **Revised 6/10/04**	**Reviewed by: Dept. Head _____** **Finance Dept. _____** **Deputy C.M. _____mwr_____** **Submitted by:** **City Manager _____**	**Account No. _____** **Project No. _____** **WF No. _____** **Budget _____** **Available _____**

ORDINANCE NO._____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, REZONING PROPERTY UNDER ORDINANCE 06-44 (DREW MEADOWS) FROM PUD (PLANNED UNIT DEVELOPMENT TO PUD (PLANNED UNIT DEVELOPMENT) TO REFLECT A REVISED SITE PLAN; AND TO ALLOW FOR A MIX OF USES AND FLEXIBLE DEVELOPMENT STANDARDS; FOR A 506+/- ACRE PROPERTY GENERALLY LOCATED SOUTHEAST OF COUNTY ROAD 48, WEST OF COUNTY ROAD 33 AND NORTHEAST OF FLORIDA'S TURNPIKE AS LEGALLY DESCRIBED IN SECTION 21, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (DENHAM VILLAGE)

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

Section 1:

Based upon the petition of Mr. Mark E. Jacobson, P.E., on behalf of Walton Acquisitions, FL, LLC the petitioner of the property hereinafter described, which petition has heretofore been approved 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) with conditions as shown in Exhibits A-G attached hereto, to wit:

Section 2:

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

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held the _____ day of _____ 2016.

_____
Jay Hurley, Mayor

ATTEST:

_____
J. Andi Purvis, City Clerk

DENHAM VILLAGE
REZONING TO PUD (PLANNED UNIT DEVELOPMENT)
PLANNED DEVELOPMENT CONDITIONS
October 20, 2016

These Planned Development Conditions for a PUD (Planned Unit Development) District are granted by the City of Leesburg Planning Commission, Lake County, Florida to Walton Acquisitions FL, LLC, a Florida limited liability company in its capacity as owner and operator, as applicable ("Walton" or the "Permittee"). Walton and multiple co-tenants (the "Cotenants") are the owners of certain real property located in Lake County, Florida, encompassing approximately 506 acres as legally described in **Exhibit "B"** (the "Property"). Pursuant to those certain Declaration of Covenants, Conditions and Restrictions within the Public Records of Lake County, Florida against the Property, Walton has the authority as "operator" to take certain actions on behalf of the Cotenants, including, without limitation, to enter into this Agreement; the "Permittee" for the purposes, 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. These conditions shall replace and supersede the previous approvals for this property, known as Drew Meadows Planned Unit Development Conditions as approved under Ordinance 06-44.

BACKGROUND

The "Permittee" has submitted an application requesting a PUD (Planned Unit Development) zoning district for residential and commercial uses on an approximately 506 +/- acre site within the City of Leesburg in accordance with their Planned Development application and supplemental information. The site is currently undeveloped. The proposal is a for a mixed use development consisting of a maximum of 1999 residential units within both single-family and multi-family neighborhoods, and a Mixed Use Area containing ancillary commercial and community uses. The site is located within the City of Leesburg on approximately 506 acres situated north of the Turnpike, east of County Road 48 and west of County Road 33.

PURPOSE

The purpose of this document is to provide appropriate zoning standards to maintain a high quality built environment through the application of flexible mixed land use and development requirements. The request is to rezone the property from PUD (Planned Unit Development) to PUD (Planned Unit Development), under a new set of zoning conditions as shown herein.

1. PERMISSION

Permission is hereby granted to Walton Development and Management, (Walton Acquisitions, LLC) to operate and maintain a PUD (Planned Unit Development) in and on real property in the City of Leesburg. The property is generally located on approximately 506 acres situated north of the Turnpike, east of County Road 48 and west of County Road 33. The project shall be developed in compliance with these standards and the Conceptual Master Development Plan included as **Exhibit C**.

2. LEGAL DESCRIPTION

See attached legal **Exhibit B**.

3. LAND USES

The above-described property shall be used for PUD (Planned Unit Development) uses as specifically provided herein, and pursuant to City of Leesburg development codes and standards. The property may be developed in phases in conjunction with the approved Conceptual Plan shown as **Exhibit C**.

Uses

A. Uses shall be those listed as permitted uses in this document and shall occupy the approximate area as shown on the Conceptual Site Plan, **Exhibit C**. Exact location of uses shall be approved during the site construction plan approval process.

B. Permitted uses within residential areas shall be as follows:
   1) Detached single family residential
   2) Attached single family villas (maximum of two units for each villa)
   3) Attached single family residential (platted townhouse units)
   4) Multi-family residential
   5) Assisted living/nursing homes
   6) Educational facilities (classrooms)
   7) Emergency care facilities
   8) Pharmacy, physician and dental offices (minor patient family accommodations), other medical related uses.
   9) Temporary Sales Center Office (Model homes may be used for sales centers during the duration of the project).

C. Permitted uses within mixed use areas shall be as follows:
   1) Allowable uses shall include, but not be limited to, those uses as described in the C-1 (Neighborhood Commercial) Zoning District in the City of Leesburg Land Development Code (as amended) as well as the following:
      i. All uses listed in Section 3B;
      ii. Limited Lodging;
      iii. Community Clubhouse and Recreation Areas;
      iv. Sidewalk Cafes;
      v. Boutiques, shoppes, consignment stores, and the like;
      vi. Farmer's Markets;
      vii. Temporary and/or Special Event Related Uses including food trucks and the like as allowed by City of Leesburg Code of Ordinances;
      viii. Mini Self Storage Units (maximum of 5 acres);
      ix. Recreational vehicle parking area, subject to deed restrictions and /or covenants, and shall be buffered with fencing or landscaping;
      x. Limited commercial uses shall be allowed within buildings designated for recreational use and shall be intended for the primary use of project residents. The location and intensity of such uses shall be shown as part of the site construction plan review process. Examples of such uses are sales

office, post office, ATM or bank services, coffee shop etc.; and

xi. Other related uses may be included by written determination of the Planning & Zoning Manager.

2) The minimum commercial development standards shall be those of the C-1 (Neighborhood Commercial) Zoning District of the Land Development Code. Residential development shall follow residential development standards listed in this document.

D. Prohibited Uses shall be as follows:

1) rehab centers (including drug and alcohol)
2) funeral home/mortuary/crematoriums
3) truck stops
4) passenger terminals
5) automotive repair
6) light or heavy industrial uses
7) stockpiling (except as needed during construction activities)
8) all waste management for hire related services
9) Any other similar uses which are not considered residential or commercial in character or intensity which may adversely impact the adjoining properties due to noise, dust, etc.

E. Recreational Uses

1) Recreational development shall include active and passive uses and consist of a minimum of 9.5 acres at total project buildout and may include active and passive uses. Required stormwater areas and buffer areas shall not be considered recreational space. In computing usable recreation space, the following items may be considered at one and twenty-five hundredths (1.25) times the actual area.

i. Internal Trails (including, but not limited to, asphalt, mulch, dirt, pine needles, or similar trail materials).
ii. Playgrounds, basketball, tennis and hand ball courts, etc.
iii. Community swimming pools and included deck area.
iv. Indoor recreation rooms provided such rooms are permanently maintained for the use of residents for recreation.
v. Dog Parks.
vi. Buffer Trail adjacent to the Florida Turnpike

a. Prior to project build out and subject to required permitting, the Permittee shall provide a trail within the required fifty (50) foot buffer parallel to and running the length of the project's boundary adjacent to the Florida Turnpike. The Trail must comply with Florida Rails to Trails Specifications. The trail shall be a minimum of 8' wide and shall be graded and/or consist of natural or manmade unconsolidated materials in compliance with the ADA (Americans with Disabilities Act). The

Permittee shall provide a twenty-five (25) foot access easement. The Permittee and City shall execute an easement agreement, which shall address public access controls, hours of operation, maintenance of the trail by the City and indemnification of the Permittee for any liability as related to the public use of the trail, etc.

F. Impervious Area

The total impervious surface coverage of all improvements (structures and paving) within the overall site shall not exceed seventy (70%) percent. Individual phases, lots and/or parcels within the project may exceed seventy (70%) percent, but shall not exceed ninety (90%) percent impervious surface coverage.

G. Open Space

A minimum of thirty (30%) percent of the total site shall be open space, and may include retention areas, buffers and landscaped areas. Parking areas and vehicle access areas shall not be considered in calculating open space. Individual phases of development do not have to meet the thirty (30%) percent open space requirement.

H. Density

A maximum of 1,999 residential units at a gross density of four (4) units per acre shall be allowed for the site. The following is the proposed development program as shown on the Conceptual Site Plan and modeled in the Traffic Impact Analysis for each use:

1) Single Family units (Primary lots) 200 DU
2) Single Family (Active Adult lots) 950 DU
3) Multi-Family (Primary) 350 DU
4) Multi-Family (Active Adult) 400 DU
5) Assisted Living Facility 150 Beds (5 beds equals one dwelling unit in determining density)
6) Specialty Retail (15,000 Square Feet)

To allow for changing market conditions and demands, the Permittee may utilize the Trip Equivalency Matrix (included as **Exhibit E**) to exchange land uses, dwelling units and square footages, such that the proposed development program dwelling unit count and specialty retail square footage under some, or all, land uses may vary from that shown above. However, the use of the equivalency matrix shall not result in a total number of residential units exceeding 1,999 dwelling units.

4. SITE ACCESS

A. At project build-out, access to the property shall be from a minimum total of four (4) off-site access connections to County Road 33 and County Road 48, combined, and shall comply with all regulations and permitting requirements of the City of Leesburg, Lake County Public Works, Lake-Sumter MPO, and/or the Florida Department of Transportation as applicable.

B. Offsite road improvements, including left and right turn lanes, where warranted, will be required to be designed, permitted, and constructed for the Denham Village major roads accessing off of CR 48 and CR 33, as referenced in Section 4.A. The offsite road improvements shall be constructed by the Permittee. Any additional right of way needed for these specific improvements must be dedicated at the time of platting of that phase of development.

5. RESIDENTIAL DEVELOPMENT STANDARDS

A. Residential Development Standards

1) Residential development shall include multiple residential lot offerings including, but not limited to, the Conceptual Lot Provisions included as **Exhibit C**.

2) Minimum lot dimensions:
   i. Size: detached single family – 3,025 sf
   ii. Width: 40 feet
   iii. Depth: 55 feet

3) Setbacks for Detached Single Family:
   i. Front: 5 feet
   ii. Rear: 5 feet
   iii. Side: 5 feet
   iv. Corner side: 5 feet

4) Setbacks for Attached Single Family:
   i. Front: 5 feet
   ii. Rear: 5 feet
   iii. Side: 5 feet (interior lots -0)
   iv. Corner side: 5 feet

5) Setbacks for Multi- Family:
   i. Front: 5 feet
   ii. Rear: 5 feet
   iii. Side: 5 feet
   iv. Corner side: 5 feet

6) Accessory structures shall have a minimum rear and side setback of 5 feet and structures that are not attached to the principal structure shall not occupy more than thirty (30%) percent of the required rear yard.

7) Swimming pool screened enclosures shall maintain a minimum setback of five (5) feet from the side or rear property lines.

B. Maximum building heights

1) Single family residential: 35 feet
2) Multi-family residential: 50 feet

C. Parking Requirements

1) For Age Restricted / Active Adult single family units, two (2) parking spaces will be provided per unit, with a minimum of one (1) parking space dedicated on each lot (including the garage).

2) For Age Restricted / Active Adult multi-family units, an average of one and one-

half (1.5) parking spaces will be provided. This may be provided as surface parking.

3) For Primary multi-family units, one (1) parking space will be provided for each 1-bedroom unit, and two (2) parking spaces will be provided for each unit with two (2) or more bedrooms. This may be provided as surface parking.

D. Residential Garage(s) Design Standards

1) Detached and/or attached single-family homes shall have garages located with the following provisions.
   i. Front access garages must be set back a minimum of ten (10) feet (excluding porches) from the primary building façade.
   ii. Rear garages accessed from an alley must be setback a minimum of five (5) feet from the alley or rear access drive.
   iii. Side entrance garages may be in line with or offset from the primary structures front setback provided the garage has front facade windows.
   iv. Homes with covered front entrances and/or porches of a minimum fifty (50) square feet (minimum of 6 feet deep) may have front access garages setback ten (10) feet from the front porch line.

2) The distance between any principal building and accessory building shall be a minimum of ten (10) feet, excluding detached garages.

3) Garages accessed from a shared driveway or alley, may be attached with no required setback between connected structures.

4) Garage living units where garages are located at the rear of the lot shall meet the following;
   i. Living unit shall not exceed fifty (50%) percent of the primary residence living area or 800 square feet whichever is smaller.
   ii. Shall not exceed two bedrooms.
   iii. Shall be designed to accent the primary residence.
   iv. Shall be located adjacent to a rear alley or adjacent to the rear of another garage unit on the adjacent rear lot.

5) Streetscape Design Features
   i. All residential buildings shall utilize at least three design features to provide visual relief along primary street elevations of the building. These design features may include, but are not limited to, the following:
      1. Dormers
      2. Gables
      3. Recessed entries
      4. Covered porch entries
      5. Cupolas
      6. Pillars, posts or columns
      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. Repetitive windows with minimum 4-inch trim.

E. Where commercial and residential uses are adjacent, the appropriate use of architectural scale and transition shall be implemented to create a complimentary transition between uses.

6. MIXED USE DEVELOPMENT STANDARDS

See ***Exhibit G. Mixed Use Development Standards***.

7. WETLANDS

A. Should 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, Army Corp of Engineers and the State of Florida Department of Environmental Regulation.

B. If wetland alteration is permitted by the Department of Environmental Protection, 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 the Department of Environmental Protection, St. Johns River Water Management District or U.S. Army Corp of Engineers, whichever is more restrictive.

8. DRAINAGE AND UTILITIES

Prior to receiving Final Development Plan Approval, the "Permittee" shall submit a Master Site Drainage Plan and Utility Implementation Plan acceptable to the City of Leesburg.

9. STORMWATER

Prior to receiving final development approval, the permittee shall submit a stormwater management plan acceptable to the City of Leesburg. Prior to any clearing, grubbing, or disturbance of natural vegetation in any phase of the development, the permittee shall provide:

A. A detailed site plan that demonstrates no unpermitted direct discharge of stormwater runoff generated by the development into any natural surface waters or onto adjacent properties. Detention areas may be used for water recharge.

B. A stormwater management system designed and permitted to meet all applicable St. Johns River Water Management District and City of Leesburg requirements.

C. A responsible legal entity such as a property owners association shall be required for the maintenance of the stormwater management system on the property. This entity shall be created prior to the first certificate of occupancy of any structure on the property.

D. The 100-year flood plain and wetlands jurisdictional line shall be shown on the applicable site construction plans.

E. A copy of the Management and Storage of Surface Waters permit obtained from St.

Johns River Water Management District.

F. 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.

G. The appropriate documentation that any flood hazard boundary will be 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.

10. TRANSPORTATION

A. Off-site access improvements shall be provided as specified in Section 4.A. and shall comply with all access regulations and access permitting requirements of the City of Leesburg, Lake County Public Works, Lake/Sumter MPO and/or the Florida Department of Transportation as applicable.

B. The Permittee shall pay a proportionate fair share for signalization at the proposed project entrance(s) when warranted by a traffic study reviewed by the City of Leesburg, Lake-Sumter MPO and Lake County Public Works.

C. All roads within the development shall be designed and constructed to meet the City of Leesburg requirements for standard details for pavement sections.

D. If used in the development, alternative roadway sections including swale design, asymmetrical sections, parallel parking, perpendicular parking off of the road, and standard rural sections shall be designed in accordance with the Typical Cross Sections included in **Exhibit F**. Sidewalks shall be a minimum width of four (4) feet wide. Minor variations from the sections may be approved as part of the construction plan approval process.

E. Sidewalks may be provided on only one side of the road where a trail is proposed or exists within or near the right of way on the opposite side of the road. Trails are not required to be located within right of ways and may vary in width and construction material; and the location may meander.

F. Should any roads within the development be private and/or gated, the City of Leesburg shall not be responsible for the maintenance or repair. For any such private or gated roadways, the Permittee shall establish an appropriate legal entity such as a homeowner's association that shall be responsible for all costs, repairs and services build and maintain all such roadways.

G. The Permittee shall have the option to dedicate the project's internal road system and rights of way to the City of Leesburg. In that event, the roadways shall meet City of

Leesburg pavement construction standards and be consistent with the conceptual section specifications of this PUD. Prior to acceptance, the City will require bonds or other financial assurance of maintenance for a period of up to two years following final asphalt pavement.

11. LANDSCAPE PERIMETER BUFFER REQUIREMENTS

A. Landscaping of the required buffer areas shall be as follows:

1) For each one hundred (100) linear feet, or fraction thereof, of boundary, the following plants shall be provided:

i. Two (2) canopy trees;
ii. Two (2) ornamental trees;
iii. Thirty (30) shrubs;
iv. The remainder of the buffer area shall be landscaped with grass, groundcover, and/or other landscape treatment;
v. Existing vegetation in the required buffer shall be protected during construction; and
vi. Use of Florida native drought resistant plant materials is encouraged.

B. Due to the location of the proposed project adjacent to the Florida's Turnpike, the Permittee shall provide a fifty (50) foot buffer easement and construct a landscape buffer within the easement adjacent to the Turnpike. Alternate buffer designs, and associated reduced required buffer easement widths, for all or a portion of the Turnpike frontage may be approved by staff if alternatives meet the intent of the required buffer section.

C. All other perimeter buffer areas along County Road 33, County Road 48, and the north property line will have a minimum width of ten (10) feet.

D. Variations to the landscape and buffer requirements of the code may be approved by the Planning and Zoning Manager or designee as long as the intent of the PUD and the City Code of Ordinances are maintained.

12. SIGNAGE

A. This PUD condition hereby establishes signs that are applicable at the following:

1) Main entrances may be permitted one (1), 60-square foot sign at each entrance.
2) Main entrances may be permitted at all locations where single family, multifamily and assisted living facility tracts take access on CR 33, CR 48 and on the primary internal roadway as permitted by the jurisdictional authority over the roadway at the time of permitting.
3) In addition to other commercial signage allowed by code, Commercial District signage is permitted in Area J along the Florida's Turnpike frontage.

B. Residential signage is permitted for Area J in the same manner as other residential signage provisions herein, and such residential and commercial signage along the Florida's Turnpike as permitted by the Turnpike Authority, Florida Department of Transportation and the City of Leesburg' Code of Ordinances.

C. All other signs shall be in accordance with the applicable regulations of the City of

Leesburg's land development code including *Article VI- Sign Regulations, Section 25-421 through Section 25-426*, City of Leesburg Code of Ordinances, as amended.

13. MISCELLANEOUS CONDITIONS

A. The proposed project may be constructed in phases and approved individually by staff as part of the site construction plan review process.

B. Permittee 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 including off-site improvements, all of which shall be constructed to the applicable specifications imposed by the ordinances and regulations of the City in effect at the time of construction. The Permittee shall have the option of providing private utilities pursuant to appropriate franchises or otherwise applicable means.

C. If a wildlife/archaeological management plan for the site is required, a copy of the approved plan will be provided to the City of Leesburg for their record keeping.

D. 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.

E. With the exception of public utilities and sidewalks, maintenance of all site improvements, including but not limited to drives, internal sidewalks, landscaping, and stormwater retention/drainage shall be the responsibility of the Permittee, unless dedicated to the City as provided in Sections 9.F. and 10.G. above.

F. Construction and operation of the proposed use(s) shall at all times comply with City and other affected governmental agencies rules and regulations.

G. The transfer of ownership or ground lease of any or all of the property described in this PUD Agreement shall include in the transfer a provision that the purchaser or ground 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 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.

H. 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 assigns, and shall be subject to each and every condition herein set out.

I. In any instance where this PUD document does not address a development issue or

question arising from the implementation of this development, the City of Leesburg Code of Ordinances as amended shall apply.

14. LEVELS OF SERVICE

Transportation concurrency review will be required for any future amendments that would have the effect of increasing external trip generation from the project. School concurrency shall be demonstrated at time of final plat approval or final development plan approval, and compliance with the adopted LOS standards for sewage, water supply, drainage, solid waste, parks and recreation and emergency medical facilities, will be determined at time of final development plan approval for each phase of development, or building permit approval.

EXHIBIT B LEGAL DESCRIPTION

DESCRIPTION:

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF LAKE, STATE OF FLORIDA, AND IS DESCRIBED AS FOLLOWS:

PARCEL 1:

THAT PART OF SECTIONS 21, 22 AND 27, OF TOWNSHIP 20 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE NW 1/4 OF SAID SECTION 27, TOWNSHIP 20 SOUTH, RANGE 24 EAST, AND RUN N89°43'55" W, ALONG THE NORTH LINE OF THE NW 1/4 OF SAID SECTION 27, A DISTANCE OF 50.97 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF COUNTY ROAD NO. C-33 AND THE POINT OF BEGINNING OF THIS DESCRIPTION; FROM SAID POINT OF BEGINNING, RUN S 00°26'13" W, ALONG THE WEST RIGHT-OF-WAY LINE OF COUNTY ROAD NO. C-33, A DISTANCE OF 487.64 FEET; THENCE S 00°25'38" W, ALONG SAID WEST RIGHT-OF-WAY LINE 819.04 FEET; THENCE LEAVING SAID WEST RIGHT-OF-WAY LINE RUN N 43°02'13" W, 6236.49 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO. C-48, SAID POINT BEING ON A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 5679.58 FEET AND A RADIAL BEARING OF N 34°30'21" W; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE AND SAID SOUTHEASTERLY RIGHT-OF-WAY LINE THROUGH A CENTRAL ANGLE OF 11°17'50" AN ARC LENGTH OF 1119.86 FEET TO THE END OF SAID CURVE; THENCE N 86°47'23" E, ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO. C-48, A DISTANCE OF 771.36 FEET TO A POINT ON THE EAST LINE OF THE NE 1/4 OF THE AFOREMENTIONED SECTION 21, TOWNSHIP 20 SOUTH, RANGE 24 EAST; THENCE S 00°17'51" W, ALONG THE EAST LINE OF THE NE 1/4 OF SAID SECTION 21 A DISTANCE OF 769.47 FEET; THENCE S 89°42'59" E, 661.66 FEET; THENCE N 00°17'01" E, 331.33 FEET; THENCE S 89°43'18" E, 1,323.16 FEET TO THE SOUTHWEST CORNER OF THE EAST 1/2 OF THE NORTH 1/2 OF THE NE 1/4 OF THE SE 1/4 OF THE NW 1/4 OF THE AFOREMENTIONED SECTION 22, TOWNSHIP 20 SOUTH, RANGE 24 EAST; THENCE S 89°43'18" E, ALONG THE SOUTH LINE OF THE NORTH 1/2 OF THE NE 1/4 OF THE SE 1/4 OF THE NW 1/4, A DISTANCE OF 621.26 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF COUNTY ROAD NO. C-33; THENCE S 00°26'13" W, ALONG SAID WEST RIGHT-OF-WAY LINE 3643.52 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

THAT PART OF SECTIONS 21, 22, 27, AND 28 OF TOWNSHIP 20 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 27, TOWNSHIP 20 SOUTH, RANGE 24 EAST, AND RUN NORTH 89°43'55" WEST ALONG THE NORTH LINE OF THE NORTHWEST QUARTER A DISTANCE OF 50.97 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF COUNTY ROAD NO. C-33; THENCE SOUTH 00°26'13" WEST ALONG SAID WEST RIGHT-OF- WAY LINE 487.64 FEET; THENCE SOUTH 00°25'38" WEST ALONG SAID WEST RIGHT-OF-WAY LINE 819.04 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; FROM SAID POINT OF BEGINNING, CONTINUE SOUTH 00°25'38" WEST ALONG SAID WEST RIGHT OF WAY LINE OF COUNTY ROAD C-33, 1450.19 FEET; THENCE SOUTH 12°34'15" WEST ALONG SAID WEST RIGHT-OF-WAY LINE 78.39 FEET; THENCE SOUTH 08°57'29" WEST ALONG SAID WEST RIGHT-OF-WAY LINE 202.24 FEET; THENCE SOUTH 00°25'38" WEST, ALONG SAID WEST RIGHT-OF-WAY LINE 424.85 FEET TO A POINT ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF FLORIDA'S TURNPIKE; THENCE NORTH 43°02'13" WEST ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE OF SAID FLORIDA'S TURNPIKE 7809.45 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD C-48; THENCE NORTH 45°00'29" EAST ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE 477.87 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS FOR 5679.58 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE AND SAID SOUTHEASTERLY RIGHT-OF-WAY LINE THROUGH A CENTRAL ANGLE OF 10°29'10" AN ARC LENGTH OF 1038.47 FEET; THENCE LEAVING SAID SOUTHEASTERLY RIGHT-OF-WAY LINE RUN SOUTH 43°02'13" EAST, 6236.49 FEET TO THE POINT OF BEGINNING;

LESS AND EXCEPT THEREFROM THAT PORTION CONVEYED TO LAKE COUNTY BY WARRANTY DEED, RECORDED IN OFFICIAL RECORDS BOOK 1644, PAGE 647, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

SAID PARCELS AS SURVEYED BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
THAT PART OF SECTIONS 21, 22, 27 AND 28, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 27, TOWNSHIP 20 SOUTH, RANGE 24 EAST, THENCE RUN N89°09'22" W, ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 27, A DISTANCE OF 50.97 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF COUNTY ROAD NO C-33 (A VARIABLE WIDTH PUBLIC ROADWAY) AND THE POINT OF BEGINNING; THENCE DEPARTING SAID NORTH LINE RUN SOUTHERLY ALONG SAID WEST RIGHT OF WAY THE FOLLOWING FOUR COURSES AND DISTANCES: THENCE S01°01'20" W, A DISTANCE OF 487.64 FEET; THENCE RUN S01°00'45" W, A DISTANCE OF 819.04 FEET; THENCE RUN N42°27'06" W, A DISTANCE OF 24.71 FEET; THENCE RUN S01°00'45" W, A DISTANCE OF 1548.17 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF FLORIDA'S TURNPIKE (A LIMITED ACCESS TOLL ROAD); THENCE RUN SOUTHERLY AND NORTHWESTERLY ALONG SAID NORTHERLY RIGHT OF WAY THE FOLLOWING THREE COURSES AND DISTANCES: THENCE S09°32'36" W, A DISTANCE OF 196.61 FEET; THENCE RUN S01°00'42" W, A DISTANCE OF 424.87 FEET; THENCE N42°27'06" W, A DISTANCE OF 7809.45 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO. C-48 (100' WIDE PUBLIC RIGHT OF WAY); THENCE RUN NORTHEASTERLY ALONG SAID RIGHT OF WAY LINE THE FOLLOWING THREE COURSES AND DISTANCES: THENCE N45°35'36" E, A DISTANCE OF 477.87 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 5679.58 FEET, A CENTRAL ANGLE OF 21°47'00", A CHORD BEARING OF N56°29'07" E AND A CHORD DISTANCE OF 2148.34 FEET, THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 2159.32 FEET TO THE POINT OF TANGENCY; THENCE RUN N67°22'36" E, A DISTANCE OF 771.36 FEET TO A POINT ON THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 21; THENCE DEPARTING SAID SOUTHEASTERLY RIGHT OF WAY LINE RUN S00°53'12" W ALONG SAID EAST LINE, A DISTANCE OF 769.98 FEET; THENCE DEPARTING SAID EAST LINE RUN S89°05'01" E, A DISTANCE OF 661.59 FEET; THENCE RUN N00°51'47" E, A DISTANCE OF 331.33 FEET; THENCE RUN S89°06'32" E, A DISTANCE OF 1946.07 FEET TO THE AFOREMENTIONED WEST RIGHT OF WAY LINE OF COUNTY ROAD NO. C-33; THENCE RUN S01°00'52" W ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 3643.52 FEET TO THE POINT OF BEGINNING.

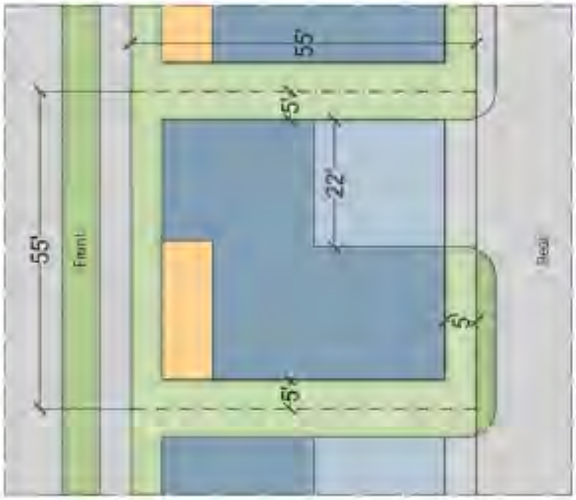
CONTAINS 505.98 ACRES MORE OR LESS

Lake County Alternate Key(s) 1080916

EXHIBIT C **CONCEPTUAL SITE PLAN**

EXHIBIT D **CONCEPTUAL LOT PROVISIONS**

55' x 55'



Front Yard Setback

Garage Zone

Porch Zone

Main House Structure Zone

Active Adult Lot Type

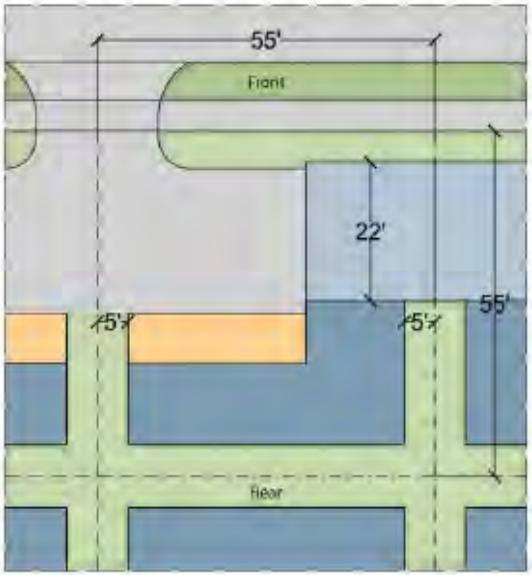
Front Setback :	5'
Corner Setback :	5'
Side Setback :	5'
Rear Setback :	5'

55' x 55' Side Entry Garage

*Front Setback :	5'
Corner Setback :	5'
**Side Setback :	5'
Rear Setback :	5'

*To garage side elevation

**0' at attached garage



Front Yard Setback

Garage Zone

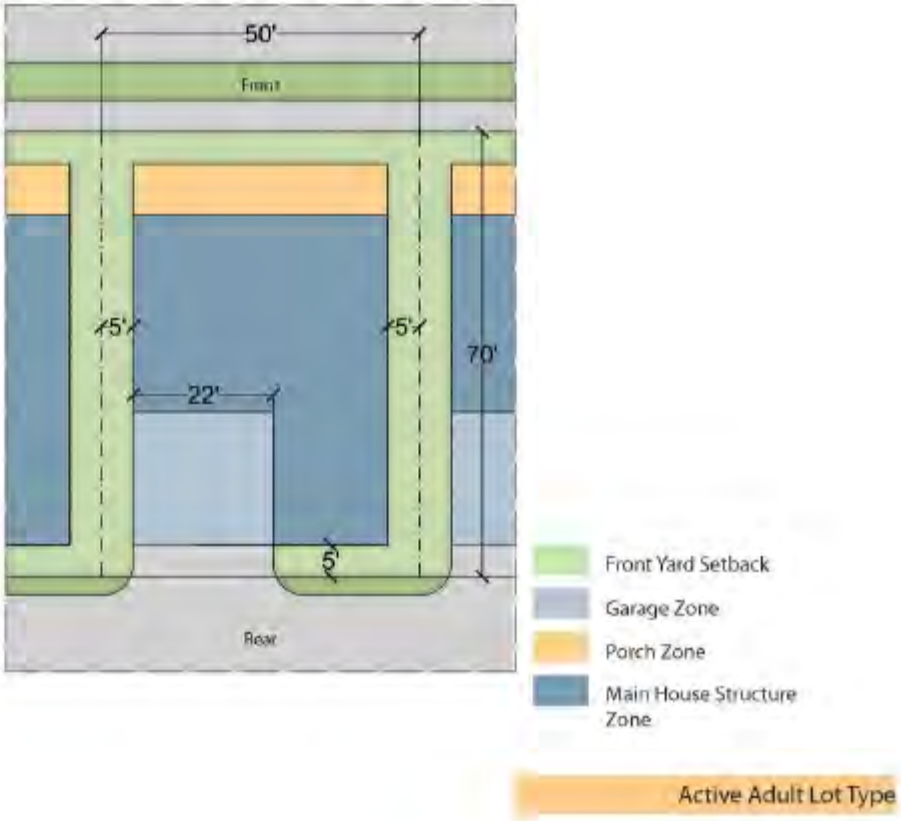
Porch Zone

Main House Structure Zone

Active Adult Lot Type

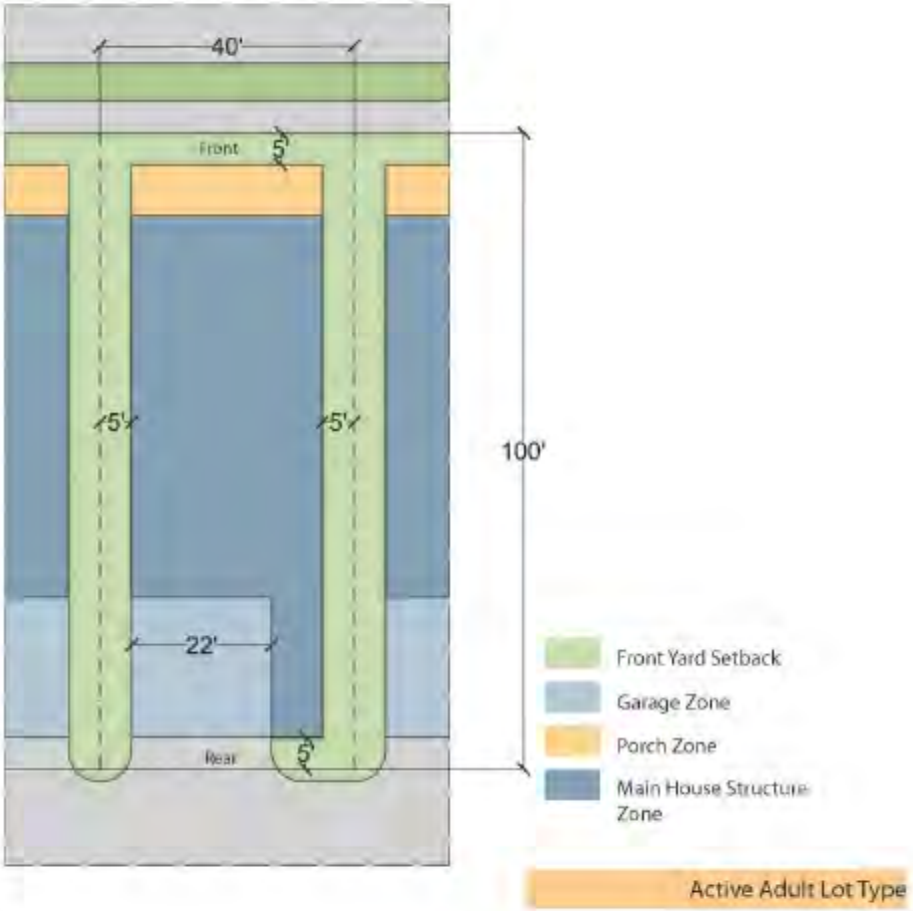
50' x 70'

Front Setback :	5'
Corner Setback :	5'
Side Setback :	5'
Rear Setback :	5'



40' x 100'

Front Setback :	5'
Corner Setback :	5'
Side Setback :	5'
Rear Setback :	5'

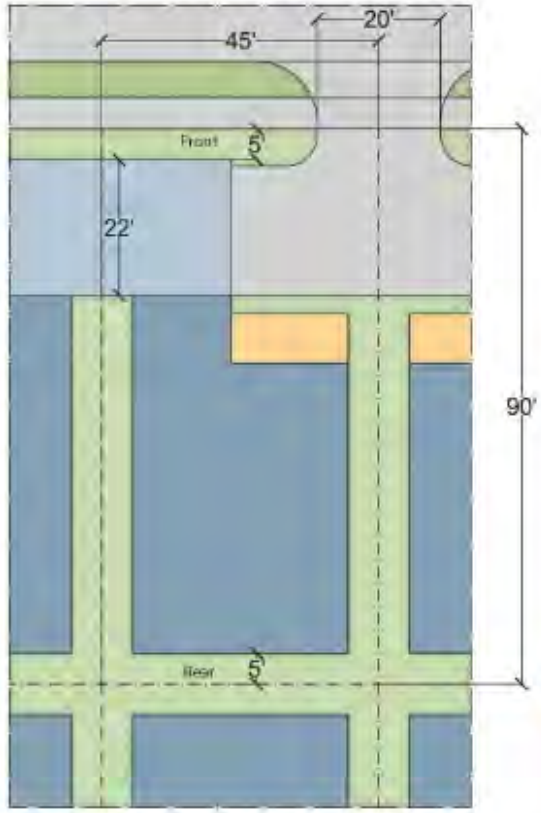


45' x 90' Side Entry Garage

*Front Setback :	5'
Corner Setback :	5'
**Side Setback :	5'
Rear Setback :	5'

*To garage side elevation

**0' at attached garage



Front Yard Setback

Garage Zone

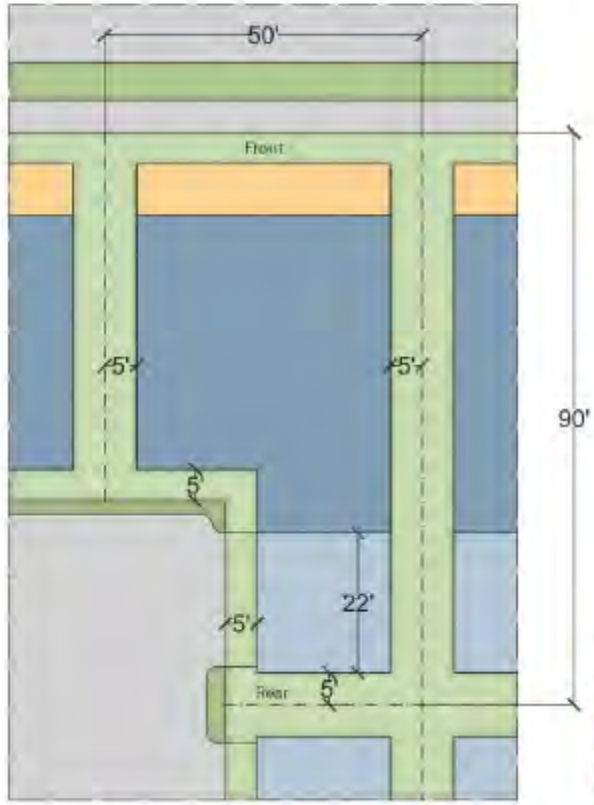
Porch Zone

Main House Structure Zone

Active Adult Lot Type

50' x 90'

Front Setback :	5'
Corner Setback :	5'
Side Setback :	5'
Rear Setback :	5'



Front Yard Setback

Garage Zone

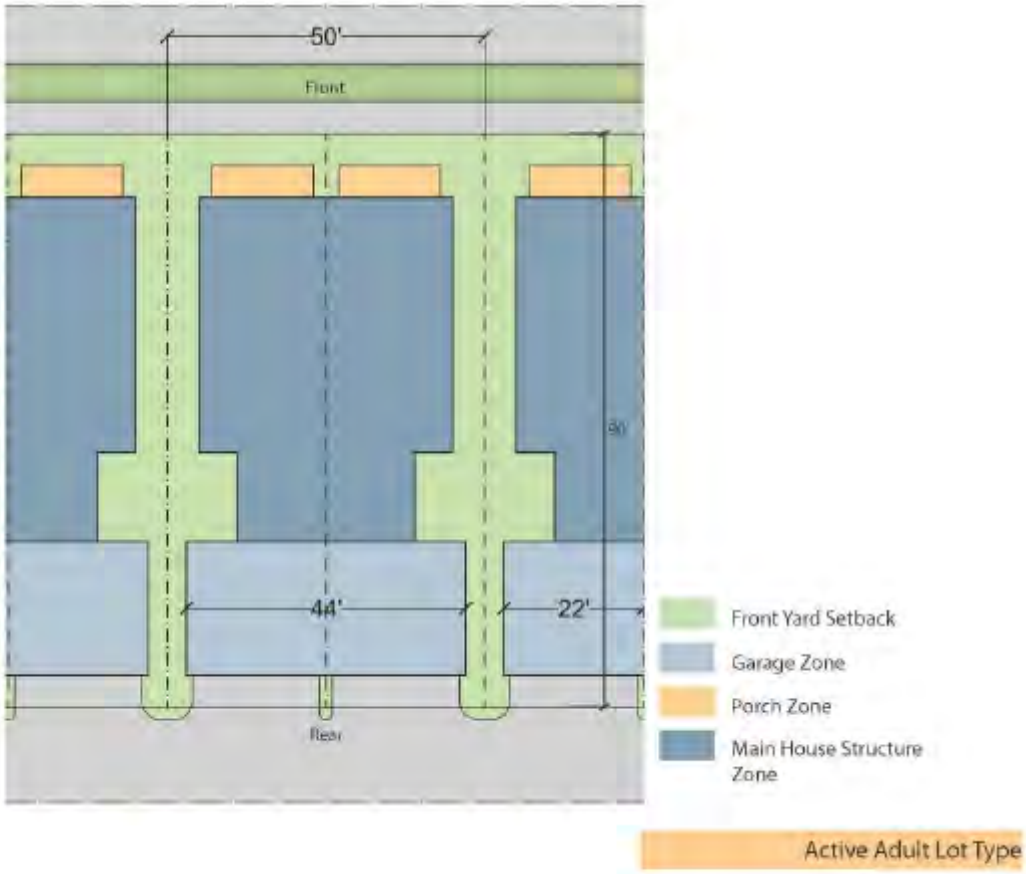
Porch Zone

Main House Structure Zone

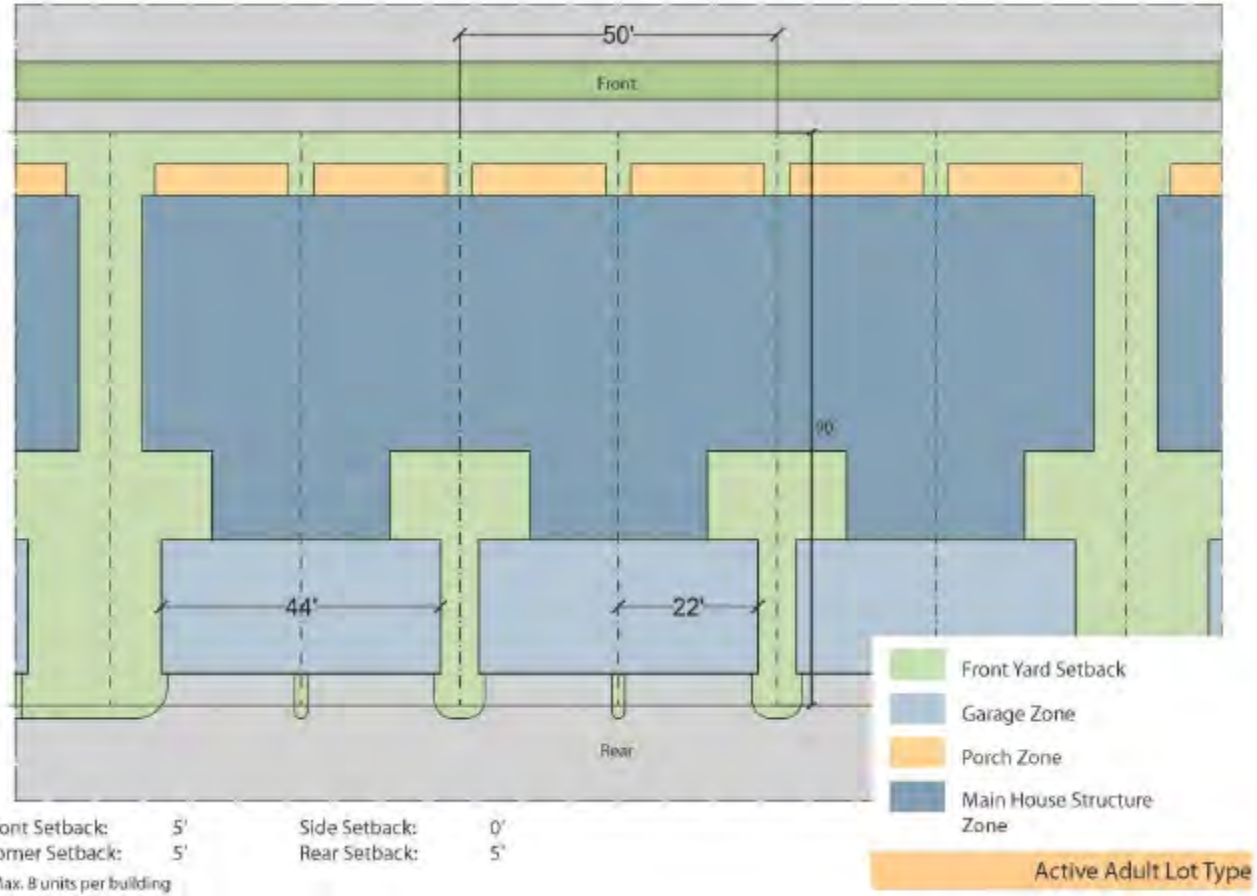
Active Adult Lot Type

50' x 90' Duplex

Front Setback :	5'
Corner Setback :	5'
Side Setback :	0'
Rear Setback :	5'



25' x 90' Townhouse

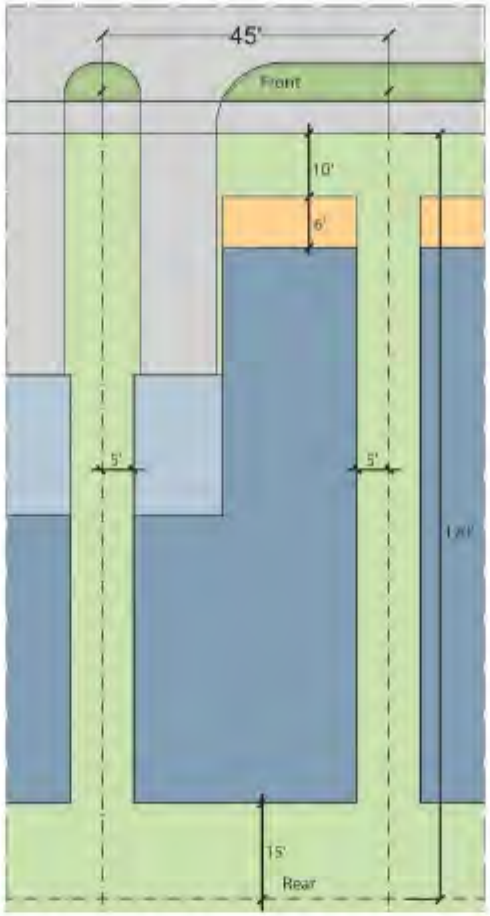


Front Setback:	5'	Side Setback:	0'
Corner Setback:	5'	Rear Setback:	5'

*Max. 8 units per building

Front Setback :	10'
Corner Setback :	10'
Side Setback :	5'
Rear Setback :	15'

45' x 120'



Front Yard Setback

Garage Zone

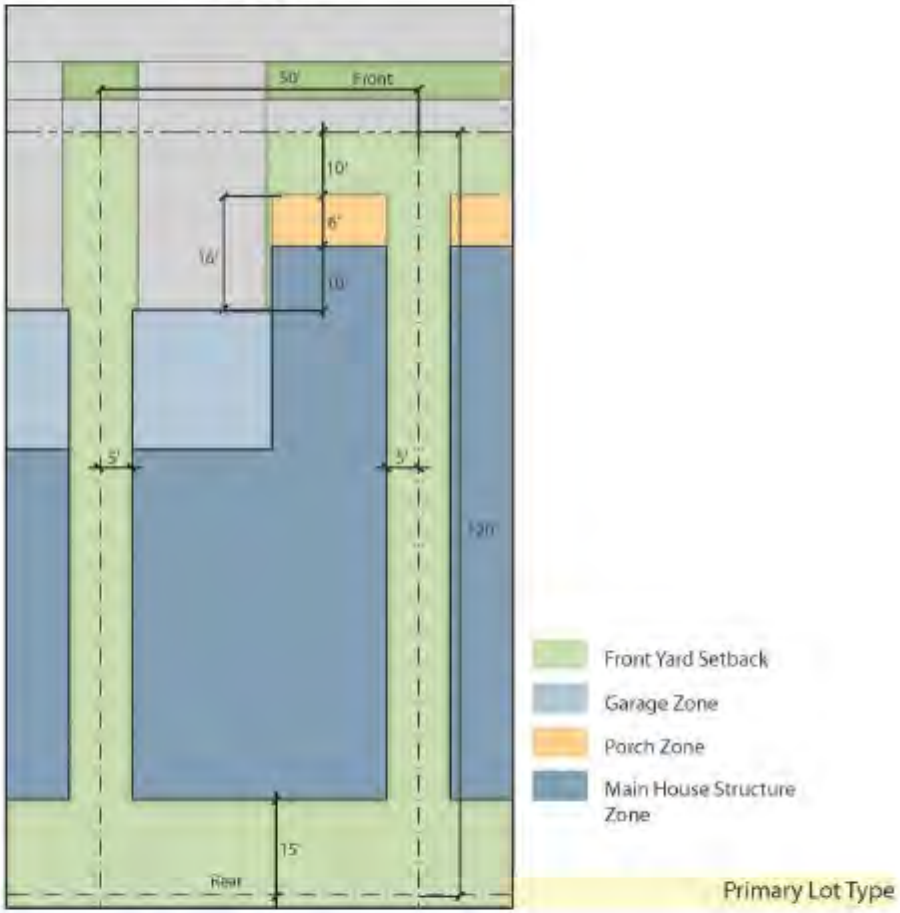
Porch Zone

Main House Structure Zone

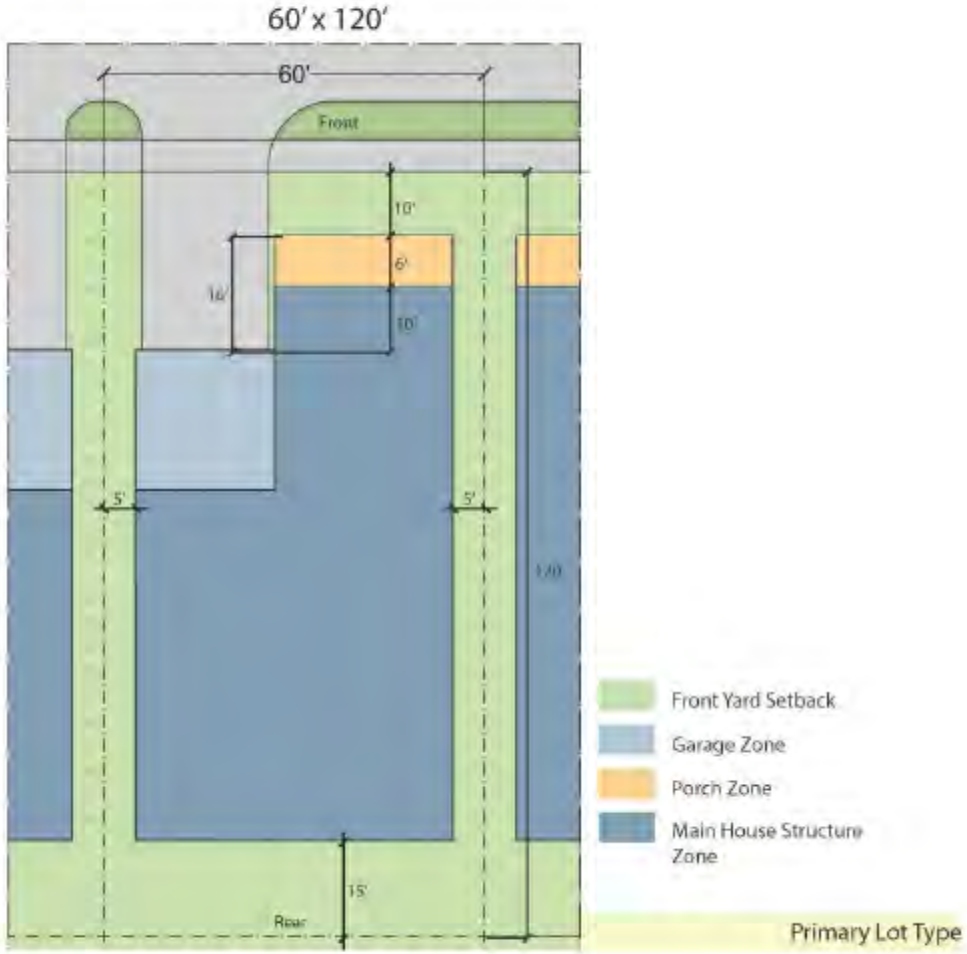
Primary Lot Type

Front Setback :	10'
Corner Setback :	10'
Side Setback :	5'
Rear Setback :	15'

50' x 120'



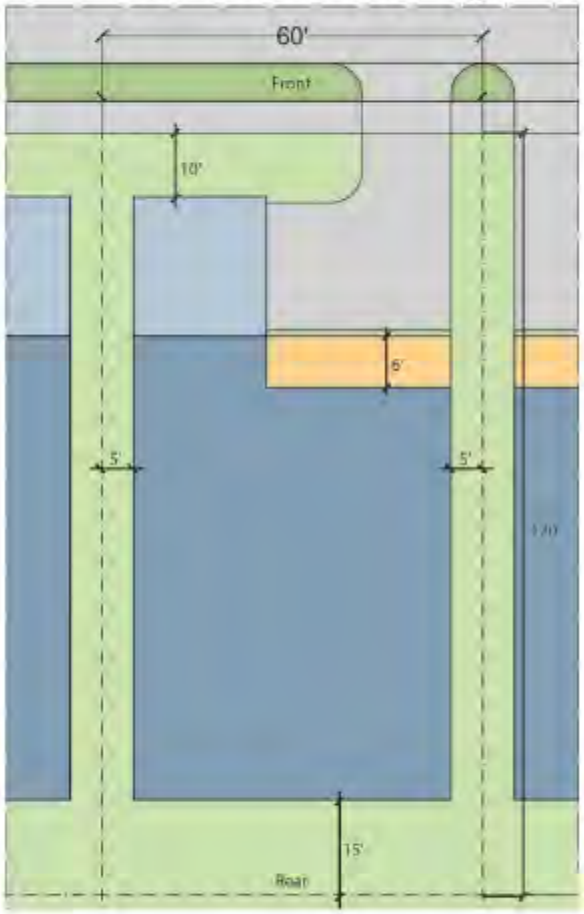
Front Setback :	10'
Corner Setback :	10'
Side Setback :	5'
Rear Setback :	15'



60' x 120' Side Entry Garage

*Front Setback :	10'
Corner Setback :	10'
Side Setback :	5'
Rear Setback :	15'

*To garage side elevation



Front Yard Setback

Garage Zone

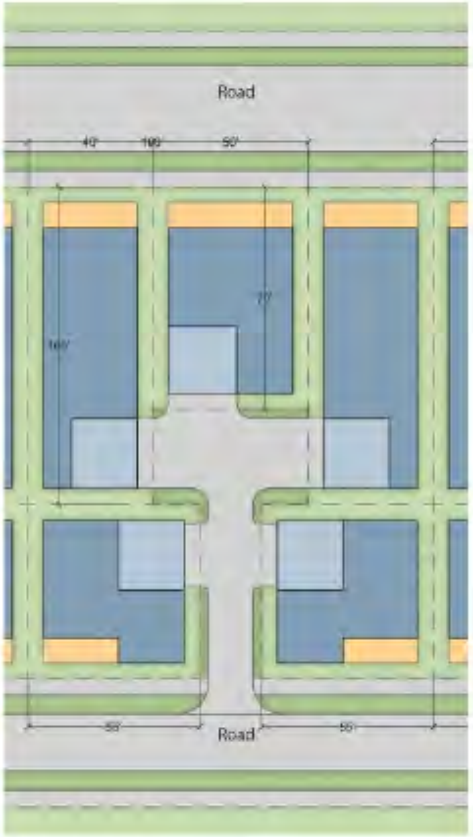
Porch Zone

Main House Structure Zone

Primary Lot Type

Motor Court

*Max 8 lots per Motor Court
Lots sizes may vary



Front Yard Setback

Garage Zone

Porch Zone

Main House Structure Zone

Special Lot Configuration

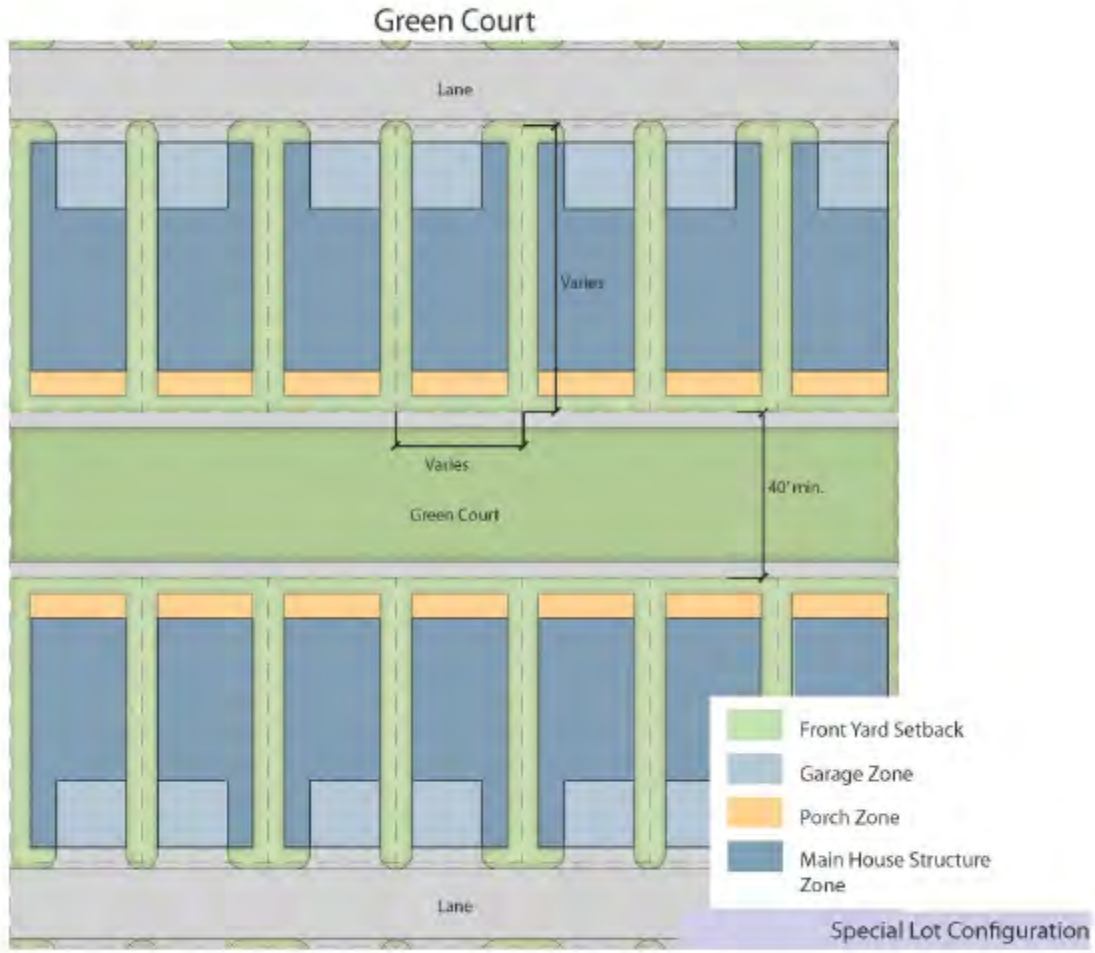

Green Court
Lane
Varies
Varies
40' min.
Green Court
Lots sizes may vary
Lane
Front Yard Setback
Garage Zone
Porch Zone
Main House Structure Zone
Special Lot Configuration

EXHIBIT E

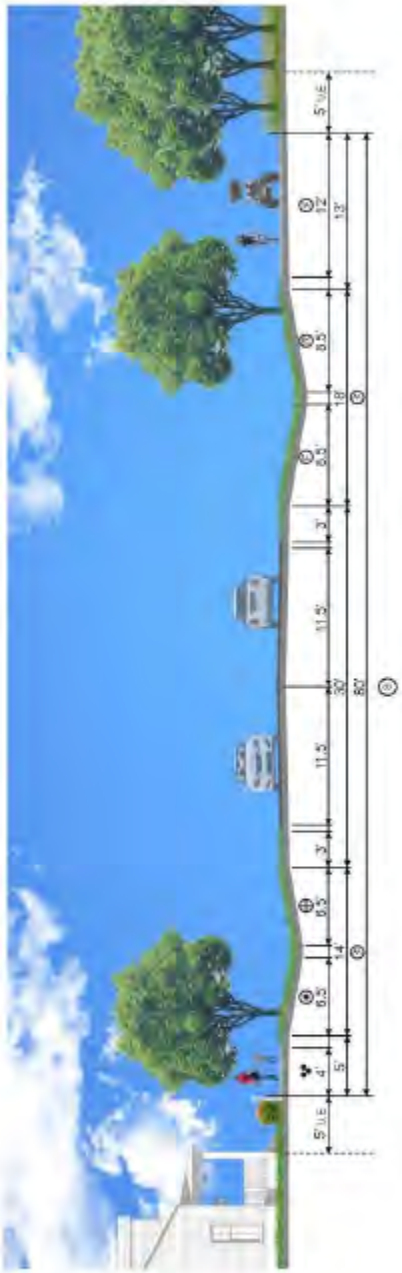
TRIP EQUIVALENCY MATRIX

Denham Village (15-077)
Land Use/Trip Equivalency Conversion Matrix

From \ To	ITE Code	Units	PM Pk Rate	Single Family DU	Senior Adult Housing DU	Apartments DU	Age Restricted Apartments DU	Assisted Living Beds	Specialty Retail KSF
Single Family	210	DU	0.95		3.769	1.724	4.005	3.379	0.386
Senior Adult Housing	251	DU	0.25	0.265		0.457	1.063	0.897	0.102
Apartments	220	DU	0.57	0.580	2.187		2.324	1.961	0.224
Age Restricted Apartments	252	DU	0.24	0.250	0.941	0.430		0.844	0.096
Assisted Living	254	Beds	0.29	0.296	1.115	0.510	1.185		0.114
Specialty Retail	826	KSF	2.54	2.595	9.782	4.473	10.394	8.770	

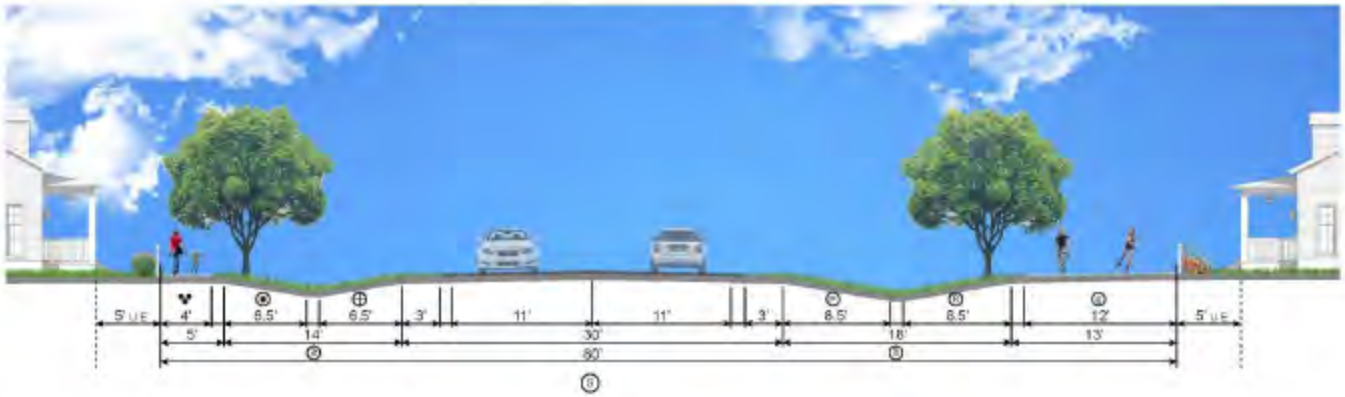
Notes:
(a) All rates are from ITE Trip Generation Manual, 9th Edition
(b) DU= Dwelling Unit, KSF= 1,000 Square feet
(c) All land use conversions are based on PM peak hour trip rates
Traffic & Mobility Consultants, LLC (03/05/18)

80' ROW: Main Connector



- Communication (cable, fiber, etc)
- Natural Gas
- Storm water
- Potable Water
- Force Main
- Reuse
- Electric Power
- Sanitary Sewer

80' ROW: Main Neighborhood



- Communication (cable, fiber, etc)
- Natural Gas
- Storm water
- Potable Water
- Force Main
- Reuse
- Electric Power
- Sanitary Sewer

60' ROW: Neighborhood Typical

- Communication (cable, fiber, etc)
- Natural Gas
- Storm water
- Potable Water
- Force Main
- Reuse
- Electric Power
- Sanitary Sewer

60' ROW: Neighborhood w/ Parallel Parking on One Side

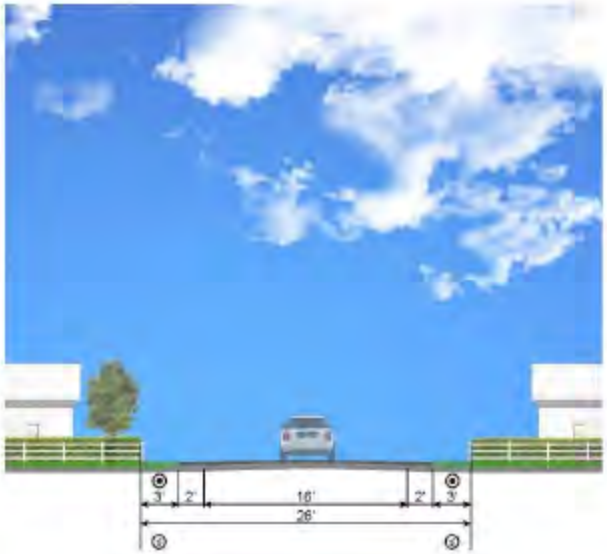
- Communication (cable, fiber, etc)
- Natural Gas
- Storm water
- Potable Water
- Force Main
- Reuse
- Electric Power
- Sanitary Sewer

30' ROW: One-Way

NOTE: Gas and Electric in rear lane

- Communication (cable, fiber, etc)
- Natural Gas
- Storm water
- Potable Water
- Force Main
- Reuse
- Electric Power
- Sanitary Sewer

26' ROW: Lane



- Communication (cable, fiber, etc)
- Natural Gas
- Storm water
- Potable Water
- Force Main
- Reuse
- Electric Power
- Sanitary Sewer

EXHIBIT G MIXED USE DEVELOPMENT STANDARDS

A. Mixed Use Area Definition
   1) The Mixed Use Area is intended to provide an opportunity to incorporate a variety of uses – residential, hospitality, community, recreational, commercial, entertainment, and/or civic – into a compact, efficient, and walkable center within the larger community plan. The general location of the Mixed Use Area is depicted on the Conceptual Site Plan, **Exhibit C**. Exact location of uses shall be approved during the site construction plan approval process.
   2) The Mixed Use Area may comprise either Vertical Mixed Use, in which differing uses occur within the same building footprint, commonly varying from floor to floor with the more public uses located on lower floors and the more private uses located on upper floors, or Horizontal Mixed Use, in which various single-use buildings, or parcels, offering a range of differing land uses may occur adjacent to, or in close proximity to, one another.

B. Minimum Development Standards
   1) The minimum development standards for the Mixed Use Area shall be those required for the C-1 (Neighborhood Commercial) district except as supplemented by these Mixed Use Development Standards and in the event of a conflict these Mixed Use Development Standards shall govern.

C. Maximum building heights
   1) Single family residential: 35 feet
   2) Multi-family residential: 50 feet
   3) Mixed Use / Commercial: 50 feet

D. General Building Design Standards
   1) These General Building Design Standards are intended to direct new construction within the Mixed Use Area toward a high quality pedestrian experience. They are not intended to be overly prescriptive nor dictate architectural style, nor are they intended to restrict expression or variety in architecture.

   2) Within these General Building Design Standards are descriptions of the most important elements that comprise the overall building aesthetic including general criteria for building and facade compositions, as well as architectural elements such as openings, exterior walls, and other building elements. New building designs that meet the intent of these Standards shall be considered a positive contribution to the character of the Mixed Use Area.

   3) Proposed buildings within the Mixed Use Area shall be encouraged to respect the configuration of the public realm as defined by the surrounding buildings, the location of pedestrian paths and sidewalks, the arrangement of public plazas and green spaces, and/or the orientation of surrounding streets. Building facades visible from the public

realm shall be considered "primary facades." Primary facades shall be encouraged to face the public realm directly with the primary facade aligned with the front property line. Primary facades shall be encouraged to include key architectural elements that maintain both pedestrian scale and interest including, but not limited to, recesses for outdoor dining areas; display cases and/or public art integrated with the building design; canopies, awning, arcades, balconies and other architectural projections; and additional architectural elements and details that help create visual interest. Large featureless facade surfaces shall be discouraged in favor of incorporating traditionally sized building components, standard window sizes, standard brick and siding sizes, appropriate trim work and details. Blank walls and blind facades visible from the public realm shall be discouraged.

4) Buildings shall be encouraged to be placed alongside the street perimeter and oriented to maximize the street frontage, to reinforce the streetscape, and to provide additional screening for associated parking areas. Buildings that are open to the public shall have a clearly identifiable and attractive entrance for pedestrians accessible directly from a public sidewalk. Adjacent buildings shall be encouraged to share common access drives to reduce the number of curb openings, enhance the streetscape, and promote pedestrian and traffic safety.

5) Buildings occupying parcels with two frontages, such as on corner lots, shall treat both building walls as "primary facades." Additional detailing and attention shall be applied to these special conditions in order to accentuate the corner, to enhance the architectural character, and to improve pedestrian and vehicular way finding.

6) Buildings, or portions of building frontages that terminate a specific view, shall be treated as a primary facade and shall be encouraged to adjust the level of architectural design and detailing accordingly. Equally, important mid-block portions of building frontages, including, but not limited to, monumental doorways, pedestrian passages, building facades adjacent to green spaces or plazas, etc. shall be treated as "primary facades" and additional architectural treatment and detail for those landmarks shall be encouraged.

7) New construction within the Mixed Use Area shall be encouraged to reflect the vernacular building patterns of Florida. As such, buildings within the Mixed Use Area shall be encouraged to use a common architectural language, a similar architectural style, and/or similar design elements, exterior material palettes, and façade treatments, such as awning, canopies, balconies, arcades, etc. in their design. Common exterior wall materials may include, but not be limited to, stucco, brick, wood siding, fiber cement siding, lightweight concrete panels, and/or natural stone veneer.

8) Where adjacent buildings with differing uses occur, building height transitions shall be encouraged to locate taller building portions toward areas with larger scaled buildings and lower building portions toward smaller scaled buildings. Large building masses shall be sub-divided into a series of smaller building forms which provide a greater

variety of scale and proportion. Distinct facade elements, including but not limited to, separations either by recesses, changes in materials, structural elements, or sub-divided into individual facades separated by panels shall be encouraged. Buildings that maintain a consistent building plane along the building frontage shall be encouraged except to provide recessed entrances, special corner features, usable open spaces for outdoor dining, or to form mid-block pedestrian passageways.

9) Building façades shall be designed to maintain an appropriate human scale by articulating a design rhythm that sub-divides the massing of buildings as well as creates a lively and interesting streetscape rhythm. This rhythm should be comprised of a series of patterns, from the number and spacing of architectural "bays", the number and spacing of floor levels, the disposition of openings and architectural details, and the arrangement and palette of materials and can be further reinforced by changing materials, adding façade reveals or altering building setbacks, changing rooflines and features for specific façade portions, or by using design elements such as column or pilasters which establish a legible vertical and horizontal arrangement of the various building elements comprising the façade. Wider building facades shall be sub-divided into repeated sections, or "bays," traditionally ranging from 15 to 30 feet in width on the ground floor, with similar façade compositions ranging from a minimum of one bay to no more than 5 bay widths in length.

10) Building facades shall be sub-divided vertically into three distinct components: the Base, the Body, and the Cap. The height of these various elements shall be encouraged to create a general consistency from building to building along the entire streetscape. Dramatic changes in building heights shall be discouraged. Aligning horizontal elements, including but not limited to building cornices, sill heights, floor levels, decorative moldings, window placement, etc. within each building composition shall be encouraged. The Base of the building shall be designed to clearly define the public realm and effectively engage pedestrians. The Body of the building comprises the majority of the building elevation and mainly defines its structural composition. The Body consists of the area of the façade from the Base to the Cap. The Cap of the building encompasses either the top story of a building and roof, or the area above the eave or before the parapet line depending upon the height or number of stories of the building. The Cap clearly terminates the Body of the building. The transition between these vertical sub-divisions may be expressed either horizontally with accents or architectural details or vertically through a change in building materials.

11) Window and door openings shall be square or vertical in proportion, and any other divisions of openings shall occur as a system of squares or vertically proportioned rectangles. Grouped or "ganged" windows shall be treated as a single opening, unless they are separated by a divider. Window and door openings that are vertically aligned and that are stacked above other openings within the façade shall be encouraged. Shading devices over doors and windows are permitted to be cantilevered and made of any architectural grade material, but shall be fully functional rather than simply decorative. All arcade openings shall be vertical in proportion.

12) Design distinction between upper and lower floors shall be maintained by developing the ground level facade as primarily transparent and inviting to the public. Commercial uses, such as retail, shall be more transparent than smaller office or residential uses. Upper floors that employ a different ratio of solid area versus opening area and that are differentiated from the more transparent ground floor by having more solid area than void area shall be encouraged.

13) Maintaining a "storefront" character in the Mixed Use Area through the use of storefront windows, typically consisting of glass set in wood, clad wood, or metal frames that creates a highly inviting and transparent street level façade shall be encouraged. Colored, mirrored glazing, opaque glazing, and/or glass block shall be discouraged. All street-facing, park-facing, and/or plaza-facing building facades shall have windows covering a minimum of 40% and a maximum of 80% of the ground floor along the building's linear frontage. Blank walls shall not occupy over 50% of a street-facing frontage and shall not exceed 20 linear feet without being interrupted by a window or entry. Display windows may be used to meet this requirement, but must be transparent and shall not be painted or obscured by opaque panels. Window signs shall not exceed 20% of the total glass area of the window in which they are placed, and shall not obstruct the visibility of store clerks from view of law enforcement personnel.

14) Other design variations, which meet the intent of this section may be approved by the Planning and Zoning Manager.

E. General Landscape Design Standards

1) The overall landscape design for the Mixed Use Area shall be encouraged to enhance the overall appeal and economic viability of the area by adhering to the following standards:
   a. Create a hierarchy of open spaces that offer a broad diversity of experiences and activities.
   b. Develop a coherent and easily linked network of pedestrian pathways.
   c. Reinforce the perception of safety with adequate lighting and planting that does not create hidden areas along walkways and park spaces.
   d. Provide clear way-finding solutions for pedestrians with appropriate signage, lighting, and planting schemes.
   e. Respect and enhance existing land forms and natural systems, including existing native vegetation, waterways, and neighboring landscape patterns.
   f. Respond to the immediate surroundings with landscape plans for individual parcels and buildings that are designed to be consistent within the greater context of the entire Mixed Use Area and its corresponding streetscapes, pocket parks, and open spaces.

2) Landscape designs for each parcel within the Mixed Use Area shall comply with the following basic parameters:
   a. Be appropriate in scale and design of each associated building.
   b. Provide special attention to the primary entry.

c. Parcels with street frontage shall include provisions for landscape design to extend to the adjacent streetscape as needed.
d. Foundation planting and landscape treatments around the building perimeter shall be encouraged to create a graceful transition from vertical to horizontal planes and continue the design of the adjacent streetscape.
e. The landscape areas designated along the streetscape and adjacent to the buildings shall be landscaped completely with trees, shrubs, groundcovers and/or annuals.
f. Planting flowering trees between buildings to enhance the views from inside the building to the outside shall be encouraged.
g. Landscape treatment of the building rear yards and service areas shall focus on clearly defining the building access and pedestrian pathways. Service areas external to the building envelope shall be landscaped and screened from public view.

3) Streetscape design within the Mixed Use Area shall comply with the following basic parameters:
   a. Shade and/or flowering trees shall be incorporated into the landscape design along the street and wherever areas will appropriately allow space for these elements.
   b. Small sitting areas, pocket parks, and green spaces shall be encouraged and incorporated where possible. Open spaces, such as plazas and pocket parks, shall be appropriately landscaped and, where space allows, provided with sitting areas and other amenities such as water features for pedestrian enjoyment. The use of shade trees along the edges of open spaces and flowering trees planted at the entrances into open spaces shall be encouraged.
   c. Plantings shall not be located too closely to walkways where hiding places might result.
   d. Shrubs and groundcovers around the base of the street trees and in pots and planters to provide accent and seasonal color shall be encouraged.
   e. Street trees that provide for an evenly distributed canopy the parcel and its surrounding edges, and that are coordinated with the overall pedestrian circulation system, shall be encouraged.
   f. The inclusion of fragrance, color, and water as devices to enhance the pedestrian environment shall be encouraged.

4) Landscape plans shall be encouraged to incorporate the following principles and practices of Florida-Friendly Landscaping:
   a. Cooperate with pre-existing natural conditions.
   b. Conserve water and energy — both indoors and out.
   c. Landscape with native and suitable non-native trees, shrubs and groundcovers that will require minimal maintenance when planted under appropriate conditions.
   d. Use pesticides only when necessary and according to label instructions and choose least-toxic products.

5) Where landscape buffer areas exist, landscaping may be combined with decorative walls and/or fences to provide an effective visual screen. The landscaping may consist

of a combination of trees and shrub and groundcover beds of varying heights, seasonal color and texture. Adjacent to vehicular use areas, landscape buffers shall be provided to screen direct views, typically consisting of shade trees and understory trees, shrub beds, decorative fences, and/or walls. The tallest shrubs shall be typically maintained at a minimum height of 3 feet, unless otherwise prescribed.

6) The majority of off-street parking lots shall require both perimeter and interior landscaping. Interior planting islands shall be provided between, at the ends, and within rows of parking spaces and shall be planted with canopy shade trees in sufficient quantity to provide an effective shade canopy over much of the parking area. A minimum of one planting island shall be included for every twelve cars in a row and shall be at least nine feet wide. Landscape aisles and strips shall include medium to large trees spaced no more than 50 feet apart. When applicable, landscape strips between parking rows shall be a minimum of ten feet in width. If incorporating pedestrian walkways, landscape strips between parking rows shall be a minimum of twenty feet in width. Planting islands with low evergreen shrubs that reduce the need for lawn maintenance and provide more visual interest shall be encouraged. Access drives into parking areas shall be landscaped and compliment the design of landscaping in adjoining buffer areas. Landscape treatment of entry areas shall be designed to allow safe viewing distances for vehicular and pedestrian traffic. Additional shade trees and shrubs shall be provided around the perimeter of the parking lot. Shade trees with a high clear trunk, broad canopy, and tolerance to urban soil conditions shall be encouraged. Any part of a parking area not utilized by automobiles or pedestrian walkways shall be landscaped with grass, shrubbery, trees, and may include other organic materials such as water and aggregate. All areas between the street curb and right-of-way where the public right-of-way abuts a parcel shall be landscaped.

7) Screen walls and/or hedges shall be designed to hide the appearance of parking lots, equipment, and service areas from the public realm, as well as to maintain consistency with the rest of the Mixed Use Area. Screen walls constructed of brick, stone, or a similarly durable material and built in accordance with local building traditions shall be encouraged. Screen walls shall be a minimum of three feet in height, measured from the grade on the public side of the wall, and shall be planted with vines to soften their appearance. Hedges shall be pruned to a maximum of six feet in height and planted no less than three feet tall at installation. Hedges that have minimal spacing between individual plants to maximize their effectiveness shall be encouraged and may be used in replacement of, or in addition to, screen walls to hide unsightly areas from the street.

8) Fencing that separates adjacent site areas or provide additional screening shall be constructed of wood, or wood equivalent, picket fencing, wrought iron, steel, or aluminum. Wooden privacy fences, fences with barbed wire, and chain-link fences shall be prohibited. Open picket construction that does not exceed a height of 42" shall be encouraged. Fencing that incorporates shrub and vine buffer plantings shall be encouraged, provided that such plants are maintained at permissible heights.

F. General Pedestrian and Vehicular Design Standards

1) The Mixed Use Area shall be designed to integrate the needs of automobiles seamlessly with the needs of pedestrians. Good circulation patterns, for both pedestrians and automobiles, are most effective by separating vehicular traffic from pedestrian traffic, by creating safe intersections and crossing points, by incorporating appropriately scaled street tree plantings and lighting, and by installing site amenities such as benches, litter receptacles, and bike racks at strategic points throughout the project. By designing a well-connected street system with detailed street designs that incorporate adequate pedestrian pathways and clear directional signage, navigating through the Mixed Use Area shall be made much simpler and safer.

2) The design of the overall site of the Mixed Use Area shall be encouraged to accommodate both pedestrian and vehicular access to a wide variety of on-site resources, including but not limited to, public open spaces, recreation areas, plazas and courtyards, sidewalks and pedestrian pathways, and shall be accessible from all buildings and connected by a comprehensive circulation system.

3) Site access shall be located at strategically selected points to enhance the experience of visiting the Mixed Use Area. Enhancements that create framed views or repetitive landscape features along the access route, provide anticipation and drama, create a sense of arrival at the entry points to the Mixed Use Area, and provide adequate wayfinding for alternative means of travel including pedestrians, bicycles, golf carts, and automobiles shall be encouraged. Access shall be provided for multiple purposes, including visitors, maintenance, security, and emergency vehicles. If necessary, secondary access points shall also be provided to permit emergency entry and evacuation in the event of a natural disaster. Clearly defined ingress and egress to buildings and associated parking areas, for both vehicular and pedestrian circulation, shall be encouraged.

4) Roads within the Mixed Use Area shall be designed for low design speeds and narrow pavement widths to maximize safety and minimize cut-and-fill disturbance. Tight curb radii with curb extensions at intersections shall be encouraged to provide additional traffic calming. The roadway network shall be designed to help minimize congestion on streets, reduce visibility of service and delivery activities, facilitate smooth traffic flow, and reduce traffic hazards.

5) The location of walks and streets shall be designed to separate pedestrian and vehicular traffic and minimize dangers at inevitable point of conflict, such as intersections, cross-walks, and parking areas. Adequate lighting, ample signage, and easily understood wayfinding that helps maintain pedestrian safety by protecting visitors from natural and man-made hazards shall be encouraged.

6) Paseos are pedestrian passageways that improve connectivity throughout the pedestrian network. Typically, paseos provide connections between buildings, sidewalks, and parking areas by allowing pedestrians access from parking areas located

behind buildings to spill onto the street, enabling buildings to place their primary entrance on the street and enliven the streetscape as a result. Paseos can also expand commercial opportunities by allowing side entrances to commercial spaces, and by providing additional outdoor space for restaurants and cafes. The following general criteria shall be followed in the design of pedestrian paseos:

a. Paseos shall have visibility from one end to the other and shall be wide enough to feel comfortable for pedestrian users, with a minimum of 15 feet between building facades.

b. Buildings along the paseo shall have windows and/or side entrances to provide a higher level of visibility. Architectural detailing of the paseo shall add interest with lighting, planting and site furnishings incorporated into paseo designs.

c. Paseo entrances shall be designed to provide a sense of welcome at both ends of the paseo, providing visual cues for pedestrians of their location and their purpose.

G. General Parking Design Standards

1) Parking, in the forms of both on and off-street parking, shall be spread across the Mixed Use Area and located to minimize streetscape disruption and maximize accessibility. Shared parking between neighboring uses shall be encouraged. On-street parking, either parallel parking or angled parking, shall complement off-street parking at key destinations to help calm traffic and create a more pedestrian friendly streetscape. Off-street parking areas, shared between multiple uses, shall be encouraged. Larger parking areas combined with smaller, isolated, off-street lots that create pockets of convenient parking shall be encouraged. Surface lots that are screened by buildings, landscaping, and/or architectural features shall be encouraged. Shared parking between neighboring uses shall be encouraged.

2) On-street parking along streets that provide additional "teaser" parking at the doorway of business establishments shall be encouraged. The bulk of parking associated with the various uses shall be encouraged to be placed in "off-street" locations to the rear of building parcels, well screened from view from public streets and open spaces.

3) All off-street parking lots shall have clearly defined, and limited, access from streets and roadways. Ingress and egress to all commercial parking areas shall not exceed 35 feet in width, or less than 20 feet in width for two-way approaches. All parking lots and drives shall have curbs, approach aprons and adequate drainage facilities. Large, off-street parking lots containing more than 100 parking spaces shall be encouraged to be divided into smaller parking fields of 50 to 75 cars using landscape strips, peninsulas, or grade separations to reduce the visual impact and to provide a location for pedestrian walks.

4) Surface parking, defined as an open field of parking all at grade level, may have both diagonal one bay parking bays and/or two-way 90-degree typical parking bays depending on adjacent building use and block structure. Parking areas organized into a series of small bays delineated by landscape islands shall be encouraged. No more than 12 contiguous parking spaces shall be allowed. Landscape islands shall have a

minimum width of 9 feet and shade trees planted in the landscape island shall be encouraged. Landscaped islands shall be placed at intervals between parking spaces, typically with a tree planted between every 10 to 12 parking spaces. Driveways between parking islands shall be no more than 24 feet wide. Parking lots that separate pedestrians from vehicles and include protected pedestrian walkways within parking areas which lead to business entrances shall be encouraged.

5) Adequate off-street parking for all residents, commercial, and retail employees, the handicapped, visitors, customers and service vehicles shall be provided. Off-street parking and designated surface parking areas shall be located entirely on the same property as its associated use unless part of a shared parking scheme that allows multiple owners/tenants to use nearby and/or adjacent parking areas to satisfy necessary minimum requirements. Parking spaces shall not be used for permanent or temporary storage of trucks, trailers, buses or other such equipment.

6) All parking areas and drives shall be ready for use upon occupancy of a building and shall be surfaced with a permanent concrete paving or an approved alternative paving surface material. All parking stalls shall be striped, maintained, and specifically used for the related purpose as identified on the plans. Areas designated for parking shall not be used for display of vehicles for sale, lease, rental, and the like.

H. General Service, Loading, and Screening Design Standards

1) Proper sizing and location of service and loading areas combined with an architectural approach to the design of the facilities to ensure both proper operation and aesthetic sensibility in relation to their surroundings shall be encouraged. The constraints of mixed use area settings require an efficient use of space thereby necessitating both the sharing of facilities and the use of service areas in various locations. Businesses shall be encouraged to consolidate and share refuse areas, equipment, loading zones, and other service areas.

2) Loading docks, solid waste facilities, recycling facilities and other service elements shall be placed to the rear or side yard of the building in unobtrusive locations with minimum impacts on views. Loading areas fronting any streets, or visible from public right-of-ways shall be discouraged.

3) Ingress and egress to all service areas shall not exceed 35 feet in width, or be less than 20 feet for emergency clearance. Rear entrances to businesses from parking areas or alleys shall be separated from loading and trash collection areas wherever possible and screened from view. The parking of maintenance or similar equipment on a regular basis shall be allowed if adequate screening is provided.

4) No outside storage of materials, supplies or equipment shall generally be permitted except during construction and for brief, temporary, non-periodic intervals. Where outside storage is essential, appropriate screening must be designed.

5) Refuse containers and facilities shall be hidden by a wall or fence with a minimum height of six feet to screen the bin. Walls and fences shall be constructed to match the architectural detail of the principal structure and contain a securable gate to minimize blowing refuse. Trash containers serving non-residential uses shall not be located abutting any residential property, if applicable.

6) Screening shall be required for roof-mounted equipment, trash receptacles and collection areas, trash storage areas, loading and unloading areas, services areas and service bays, electrical boxes, street level mechanical equipment, telecommunications equipment, and other similar equipment and structures. Mechanical units and roof equipment shall be screened from view with parapet or other screening method so that mechanical equipment is not seen from public right-of-ways and/or adjacent properties. Screening shall be achieved through the use of walls, fences and/or landscaping. Specific screening needs shall dictate the required materials and level of screening. The following service area elements shall require screening:
   a. Parking areas
   b. Lift stations
   c. Ground mounted utility meters and transformers
   d. Back flow preventers
   e. Solid waste collectors
   f. Ground mounted air conditioning units
   g. Generators
   h. Temporary trailers and sales centers, excluding construction trailers
   i. Loading docks/areas
   j. Outdoor storage areas

CITY OF LEESBURG PLANNING & ZONING DIVISION
DEPARTMENTAL REVIEW SUMMARY

DATE: September 14, 2016
OWNER: Walton Acquisitions FL, LLC
PETITIONER: Walton Acquisitions FL, LLC
PROJECT: PUD (Planned Unit Development)
REQUEST: To allow for uses that more accurately reflect development trends, innovative design and flexible development standards.
CASE NO.: PUD-16-84 Denham Village (f.k.a.: Drew Meadows)

THE FOLLOWING COMMENTS RECEIVED FROM EACH DEPARTMENT:

POLICE

No comment received as of Wednesday, September 14, 2016.

FIRE

No comment received as of Wednesday, September 14, 2016.

ELECTRIC

Project is not in Electric Department's territory; Steve Davis, Electric Services Planning Supervisor, 9/12/2016.

WATER

No comment received as of Wednesday, September 14, 2016.

WATER DISTRIBUTION

No comment received as of Wednesday, September 14, 2016.

WATER BACKFLOW

No comment received as of Wednesday, September 14, 2016.

STORMWATER

No comment received as of Wednesday, September 14, 2016.

WASTEWATER

No comment received as of Wednesday, September 14, 2016.

GAS

No comment received as of Wednesday, September 14, 2016.

GIS

No comment received as of Wednesday, September 14, 2016.

BUILDING

No comment received as of Wednesday, September 14, 2016.

ENGINEERING/PUBLIC WORKS/SURVEY

No comment received as of Wednesday, September 14, 2016.

ADDRESSING

No comment received as of Wednesday, September 14, 2016.

ECONOMIC DEVELOPMENT

No comment received as of Wednesday, September 14, 2016.

COMMUNICATIONS UTILITY

No comment received as of Wednesday, September 14, 2016; Jim Lemberg, 7/7/2016.

LAKE COUNTY SCHOOLS

Thank you for the opportunity to review the above referenced residential project information. Our records indicate that a project known as Triangle Lakes was reviewed in 2004 and represents a portion of this project (Denham Village) acreage. The proposed development program at that time was 948 dwelling units. A subsequent review was performed in May 2005 for a proposed development program consisting of 912 single family units. The ordinance you forwarded states a maximum of 1,999 dwelling units permitted. The gross acreage of Triangle Lakes was listed as 234 acres. The acreage of Denham Village is 506 acres. The project information you provided indicates increased acreage and a revised development program (number of units permitted and housing types). Additionally, the initial review was performed over 10 years ago.

Therefore, the ***proposed Denham Village project is now subject to school capacity review***. An Adequate Public Facilities analysis is required at this time.

I have attached the school concurrency application. Please refer the applicant to the School District for assistance with the application process.

If you should have questions or require additional information, please do not hesitate to contact me.

Thanks, Helen LaValley, Growth Planning Dept.

LAKE COUNTY PUBLIC WORKS DEPARTMENT

Lake County has the following conditions for this development –

1. The city is strongly encouraged to require the following to accommodate the existing road and drainage as well as the turn lane improvements: Additional right-of-way will be required to be dedicated for both CR 48 and CR 33. The required distance should be a minimum of 60 ft from existing centerline of roadway and dedicated at the first phase of development to Lake County.
2. The access management for the development roads off of CR 48 and CR 33 shall be in accordance with the Lake County Comprehensive Plan and Land Development Regulations, as amended.
3. Offsite road improvements, including left and right turn lanes, will be required to be designed, permitted, and constructed for each of the Denham Village roads accessing off of CR 48 and CR 33. The offsite road improvements shall be constructed by the developer.

Informational/Questions-

4. Will the city require trails or sidewalks along CR 48 and CR 33?
5. The existing culverts/drainage for both CR 48 and CR 33 will need to be accommodated with the master site drainage.
6. Developer will need to study the intersection of CR 33 and CR 48 to see if increase in traffic will warrant a traffic signal. City may want to consider requiring this development to contribute to a future signal construction cost.

Thanks,
Seth Lynch, Lake County Public Works Department, Engineering Division - Design/Development Section
Office: 350 N Sinclair Av, Tavares, FL 32778
Mail: P.O. Box 7800, Tavares, FL 32778
(352) 253-9052
slynch@lakecountyfl.gov
http://www.lakecountyfl.gov/departments/public_works/engineering/

PUBLIC RESPONSES

Approval:

No comment received as of Wednesday, September 14, 2016.

Disapproval:

Hello,
Project - Denham Village (Drew Meadows)
Case # PUD-16-84
I received your letter Monday 7/11/16 saying you must have answer in mail by 7/15/16. I will mail Wednesday 7/13/16 but I am emailing too in case not make in time.
I do NOT approve or disapprove yet. I am UNSURE, and have questions.
1. My concern is my easement is connected to this property. I do NOT want it as a main entrance and exit for the subdivision. I also do NOT want the easement to go thru from 33 to 48 for traffic. I have been here 16 years and I am only place back here with horses and dogs. TLC Barrel Horse Training.

2. I want a 8 foot wood type privacy fence put up before, during and after construction of this project, paid for by them!

My address is listed below. I plan to attend the meeting and will have questions. Please answer here or at meeting.
Thank you and God Bless,
Tina Spangler
352-516-9362
26645 County Road 33
Groveland, FL 34736
www.tlcbarrelhorsetraining.com

One comment regarding access point – disapproval based on the location of the access point.

General Comments:

No comment received as of Wednesday, September 14, 2016.

CITY OF LEESBURG PLANNING & ZONING DIVISION
STAFF SUMMARY

DATE: October 12, 2016
OWNER: Walton Acquisitions FL, LLC
PETITIONER: Walton Acquisitions FL, LLC
PROJECT: Denham Village (f.k.a.: Drew Meadows)
REQUEST: PUD (Planned Unit Development)
CASE NO.: PUD-16-84

GENERAL LOCATION: The property is generally located southeast of County Road 48, west of County Road 33 and northeasterly of Florida's Turnpike.

FUTURE LAND USE DESIGNATION: Neighborhood Mixed Use

SURROUNDING FUTURE LAND USE DESIGNATION:
North – City Neighborhood Mixed Use; Lake County Urban Low Density
South – City Estate Residential & Neighborhood Mixed Use; Lake County Agriculture
East – City Neighborhood Mixed Use & Industrial; Lake County Industrial & Urban Low Density
West – City Industrial/Technical Commercial Park & SP Mixed Use

PROPOSED FUTURE LAND USE DESIGNATION: Neighborhood Mixed Use

EXISTING ZONING DESIGNATION: PUD (Residential Planned Unit Development)

SURROUNDING ZONING DESIGNATIONS:
North – City PUD; Lake County Agriculture & R-1 (Rural Residential)
South – City PUD; Lake County Agriculture
East – City PUD; City M-1 (Industrial); Lake County PUD
West – City PUD; Lake County Agriculture

PROPOSED ZONING DESIGNATION: PUD (Mixed Use Planned Unit Development)

EXISTING LAND USE: Undeveloped / vacant acreage

SURROUNDING LAND USE:
North – County Road 48 R-O-W; Single family residential
South – Florida's Turnpike R-O-W; Improved & Vacant Residential; Agriculture
East – Timber/Industrial/Warehousing/Crop Land
West – City of Leesburg Public/Open Space

PROPOSED LAND USE: Mixed use, phased residential and commercial development.

CITY OF LEESBURG PLANNING & ZONING DIVISION
RECOMMENDATIONS

DATE:	October 20, 2016
OWNER:	Walton Acquisitions, FL, LLC
PETITIONER	Mark E. Jacobson, P.E. Walton Development and Acquisitions, FL LLC (Agent)
PROJECT:	Denham Village PUD
REQUEST:	Planned Unit Development
CASE NO.:	PUD-16-84

THE PLANNING & ZONING DIVISION RECOMMENDS:

APPROVAL of the request

for the following reason(s):

1. The proposed zoning is compatible with adjacent properties zoned Lake County A (Agricultural) and City PUD (Planned Unit Development) to the north and south; City PUD (Planned Unit Development), City M-1 (Industrial) and Lake County HM (Heavy Industrial) to the east; and City PUD (Planned Unit Development) to the west. As conditioned, this proposal does not appear to create a detriment to surrounding properties.

2. The proposed zoning district PUD (Planned Unit Development) as conditioned and shown in the attached "Exhibit A," is compatible with the current City Future Land Use designation of Neighborhood Mixed Use.

3. The rezoning of the subject properties is consistent with the City's Growth Management Plan, Future Land Use Element, Goal I, and Objective 1.6.

Action Requested:

1. Vote to approve the request to rezone the subject property from PUD (Planned Unit Development) to PUD (Planned Unit Development) with revised conditions under the proposed Denham Village Planned Development Conditions attached hereto as Exhibits A-G, dated October 20, 2016, and forward to the City Commission for consideration.

DRAFT SUMMARY MINUTES OF THE REGULAR MEETING

OF THE PLANNING COMMISSION

CITY COMMISSION CHAMBERS, CITY HALL

THURSDAY, OCTOBER 20TH, 2016 - 4:30 P.M.

The Planning Commission of the City of Leesburg held its regular meeting Thursday, October 20th, 2016, in the Commission Chambers at City Hall.

Chairman James Argento called the meeting to order at 4:30 p.m.

The following Commission members were present:

James Argento - Chairman
Don Lukich
Frazier Marshall
Charles Townsend
Agnes Berry
Clell Coleman
Stewart Kaplan

City staff in attendance included Dan Miller, Planning & Zoning Manager, Kandi Harper, Senior Planner, Adrian Parker, Community Development Coordinator, and Dianne Pacewicz, Administrative Assistant II. City Attorney Fred Morrison was also present.

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

NEW BUSINESS

1. **PUBLIC HEARING CASE # PUD-16-84 – DENHAM VILLAGE (DREW MEADOWS) – AMENDMENT TO ESTABLISHED PLANNED DEVELOPMENT**

   AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, AMENDING ORDINANCE 12-71 DREW MEADOWS PUD (PLANNED UNIT DEVELOPMENT) TO REFLECT A REVISED SITE PLAN; TO ALLOW FOR A MIX OF USES AND FLEXIBLE DEVELOPMENT STANDARDS FOR A PROPERTY GENERALLY LOCATED

SOUTHEAST OF COUNTY ROAD 48, WEST OF COUNTY ROAD 33 AND NORTHEAST OF FLORIDA'S TURNPIKE AS LEGALLY DESCRIBED IN SECTION 21, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. **(CITY COMMISSION DATES – 1ST READING ON NOVEMBER 14TH, 2016 AND 2ND READING ON NOVEMBER 28TH, 2016)**

Dan Miller, Planning and Zoning Manager explained the rules of participation.

Dan Miller introduced case number #PUD-16-84 for the record and provided background information regarding the case. This is a 506-acre site in the city limits, bounded on the northwest by CR 48, the southwest by the Florida Turnpike, and the east by CR 33. The property has been purchased by Walton Companies, one of the larger acquisition and development groups in the country. It was previously approved under a Planned Unit Development as Drew Meadows under Ordinance 06-44. Walton is asking to replace the current PUD with a document that more accurately reflects the current market. In general terms, the PUD document before you today is quite similar to the previously approved PUD. It has the same density, but the site plan has been redesigned to allow for a higher percentage of open space, and a variety of lot sizes. Staff brought this case before the Planning Commission previously at a workshop, where representatives of Walton presented their concept.

Kandi Harper entered the exhibits into the record. Exhibit items included the staff summary, departmental review summary, staff recommendations, aerial map, land use and zoning maps, wetlands and flood zones map, site photos, and a conceptual site plan.

Kandi Harper utilized a power point presentation to demonstrate the area of the proposed site.

Mr. Miller indicated there were no substantial comments from other City Departments. The Electric Department stated that it is not in the City of Leesburg Electric territory. The Building Division will require all building codes to be met prior to opening. The School Board indicated that the project will be subject to review for school capacity. Because much of the development will be a Senior Development of age 55+, the impact on schools is expected to be minimal. Lake County Public Works indicated their needs for possible improvements, which have been accounted for in the wording of the PUD document.

The Planning & Zoning staff recommended the approval of the request for the following reasons:

1. The proposed request to rezone the subject property from City PUD (Planned Unit Development) to City PUD (Planned Unit Development) is compatible with adjacent property zoned County A (Agricultural), County HM (Heavy Industrial District) and City M-1 (Industrial).

2. The proposed request is compatible with the existing future land use designation of Neighborhood Mixed Use, County Urban Low Density, City Estate Residential, Agriculture, Industrial, County Industrial, and City Industrial/Technical Commercial Park and SP Mixed Use (Secret Promise).

3. 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 City PUD (Planned Unit Development) to City PUD (Planned Unit Development) with the Denham Village Planned Unit Development Conditions attached as Exhibits A-G hereto, dated October 20, 2016 and forward to the City Commission for consideration.

Mr. Miller highlighted the following in the PUD conditions to expedite.

- This is a 506-acre site, 1999 units approved at approximately gross density of 4 units per acre.
- The conceptual site plan proposes 177+/- acres of open space.
- The permitted uses allow for residential single family residence/townhouses/assisted living. It also allows for commercial cafes, boutiques, clubhouse, and small retail stores. Essentially the Neighborhood Commercial zoning as seen in the City of Leesburg codes.
- There will be 9.5 total acres used for recreational areas such as playgrounds, swimming pools, and recreation rooms.
- There are a minimum of 4 access points.
- The Architectural Design Standards for all residential and commercial buildings, along with standards for mixed use areas are included in the document.

Chairman Argento opened the meeting for audience participation, asking the applicant or representative for the applicant to step forward to speak first.

Mark Jacobson, with Walton Development and Management, stated that how he mentioned at the workshop in September, that Walton Development has spent a significant amount of time and effort studying the land and real estate market before making application. Walton Development did a wetland delineation and approval through St. Johns River Water Management District, determined the 100-year flood plain onsite, completed a threatened and endangered species survey, completed a tree canopy survey, completed a detailed traffic impact study analysis, a master offsite utility analysis, performed a preliminary stormwater and low impact design and coordination with St. Johns to maximize use of open space.

Mr. Jacobson stated that Walton Development has improved upon the existing PUD in three ways:

1. The highest and best use of the land.
2. Allows more development flexibility to respond to market demands.
3. Will result in an end-product that both the developer and the City will be proud of.

Mr. Jacobson stated that Walton Development has worked with City staff to reach the PUD conditions and there are two minor changes that have been made. The first is in condition 14, which has the new wording of:

14. Transportation concurrency review will be required for any future amendments that would have the effect of increasing trip generation from the project. School concurrency shall be

demonstrated at time of final plat approval for single family projects or final development plan approval for multifamily projects, and compliance with the adopted LOS standards for sewage, water supply, drainage, solid waste, parks and recreation will be determined at the time of final development plan approval for each phase of development.

The second change is to condition 12 (A) (1), under Signage, which has the wording of:

1. Main entrances may be permitted a maximum of two (2) ground or wall residential entrance or gate signs at each entrance, alternatively, one double-faced identification sign may be permitted when placed in the medians. The maximum allowable sign surface area per wall should not exceed 60 square feet.

Dan Miller stated that staff has worked with Mr. Jacobson and agree with the changes that have been made.

With no further comment, Chairman Argento opened the discussion to the Planning Commission for their questions/concerns.

Commissioner Lukich asked if the homes are going to be block and mortar. Mr. Jacobson responded that it's likely but he didn't know the construction details at this time. Commissioner Lukich inquired about the size of the lots. Mr. Jacobson answered that the lots range from a minimum of 3,000 square feet to a typical 7,200 square foot lot. This application has smaller lots than the existing one, to have more open space and to create a community that is actually a community, and not just a neighborhood.

Commissioner Lukich asked if manufactured housing would be approved. Mr. Miller stated that the City does not approve manufactured homes. There are architectural standards in the PUD document for residential, commercial, and mixed use structures. Mr. Jacobson stated that he misunderstood the question, in addition to the block and mortar houses, there could also be stick built houses for the first floor that are made out of wood.

Commissioner Lukich brought up the lot size of 3,000 square feet. Mr. Jacobson said that the lots would be 55 x 55, 40 x 95, and 60 x 120. The garages would not be the dominant feature.

Mr. Jacobson stated that he appreciates the cooperative effort of staff. He also brought the presentation that was shown at the workshop in case there were specific slides that need to be looked at. He was here to answer any questions that the audience may have.

Commissioner Coleman asked about the target range of the pricing. Mr. Jacobson answered that Walton Development did a preliminary market study, and, though it may change, they are looking at the starting prices being in the $180-thousand range.

Commissioner Coleman inquired about golf carts being allowed in the PUD and if there will be a golf course. Dan Miller answered that there will be no golf courses in this project. Mark Newman, one of the master planners on the project, stated that there is a substantial trail project that runs through the project that is up to 12-feet wide in some places. This would allow golf carts to go off the road. From a marketing perspective, they are looking for this to be a relatively heavy active adult community,

and often times golf carts would need to be accommodated as a result. This is also another reason for the smaller lots.

Commissioner Coleman asked about the mixed use section of the PUD. Mr. Miller answered that there is approximately 10 acres of commercial area that can also be a mixed use that will be in one of the pods.

Commissioner Lukich inquired as to whether or not all of the property is in the City. Mr. Miller answered that all of the property is within the City, but there is a potential for different utility providers. City water and wastewater will still be there.

Without further comment, Chairman Argento closed the discussion asking for a motion to approve or deny.

Commissioner Lukich made a MOTION for APPROVAL of case # PUD-16-84 – DENHAM VILLAGE (DREW MEADOWS) – AMENDMENT TO ESTABLISHED PLANNED DEVELOPMENT. Commissioner Coleman SECONDED the MOTION which CARRIED UNANIMIOUSLY by a vote of 7-0

ANNOUNCEMENTS

1. Chairman Argento mentioned how much he has appreciated Commissioner Marshall and Commissioner Kaplan being on the Planning Commission. Both have qualified to run for office on the November ballot. Commissioner Marshall will be running for City Commission and Commissioner Kaplan will be running for the Community Development District in Arlington Ridge. By virtue of them running, their positions on the Planning Commission will expire on November 8th, however, they will have the option if they don't win, to reapply for the Planning Commission. If they do win, they can't serve on the Planning Commission as it will be dual office. Chairman Argento wished them both good luck in their elections.

2. Dan Miller welcomed back Administrative Assistant Dianne Pacewicz.

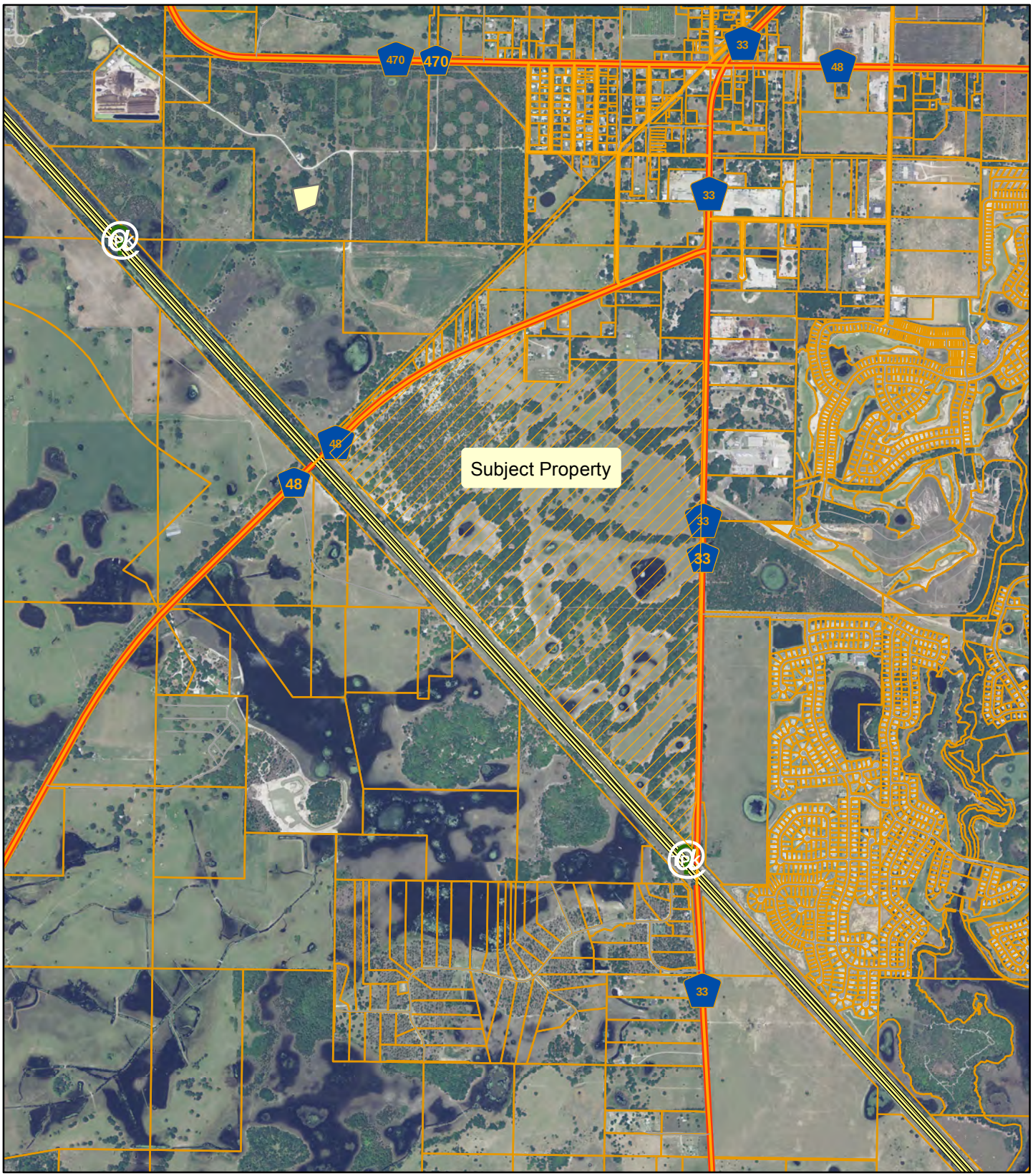
ADJOURNMENT

Approximately 6:22 p.m.

_____
James Argento, Chairman

_____
Dianne Pacewicz
Administrative Assistant II

Locator



Planning & Zoning Division

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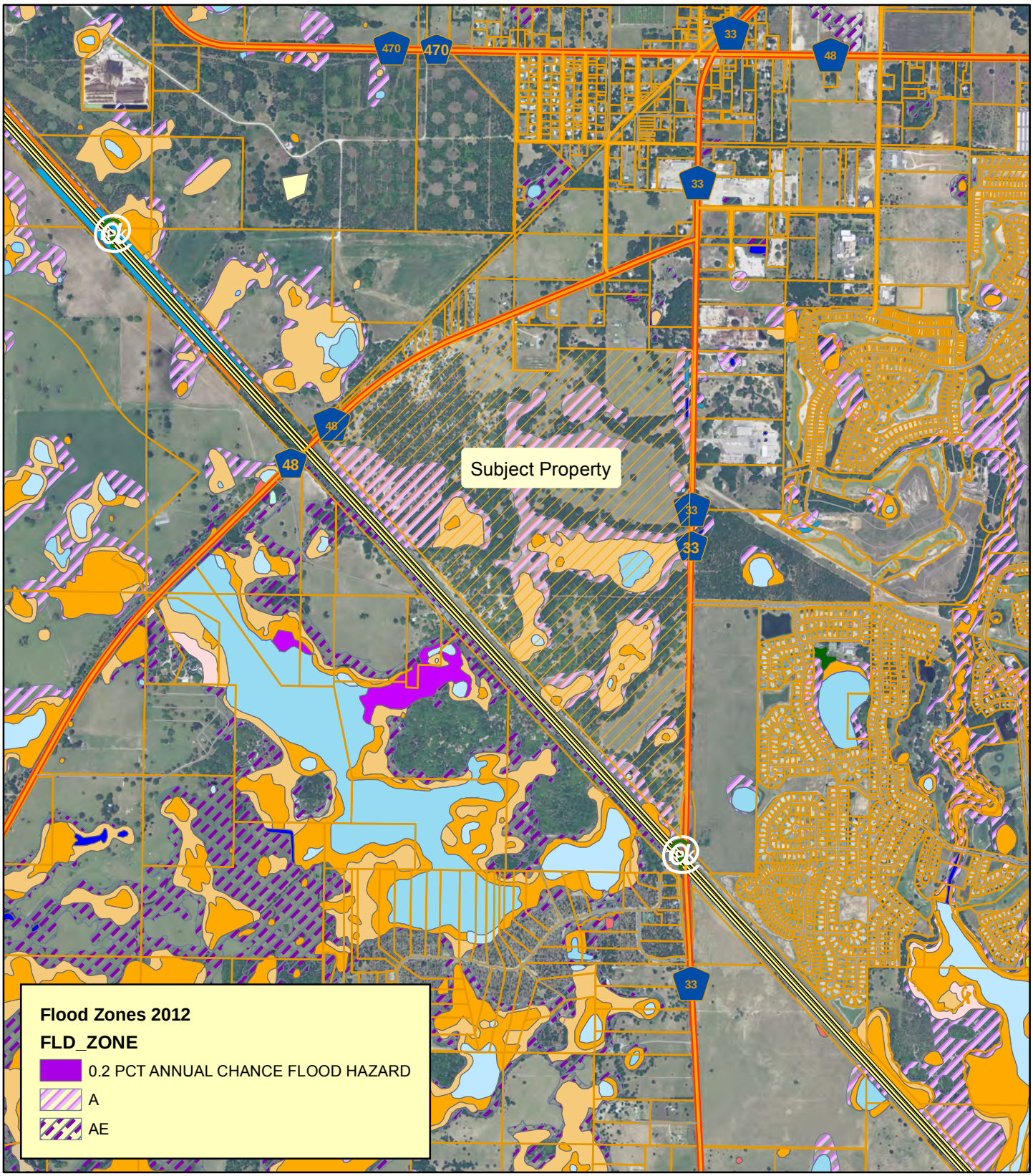
PUD 16-84
Denham Village (f.k.a.: Drew Meadows) PUD
AK#: 1080916

Wetlands and Flood Zones



Planning & Zoning Division

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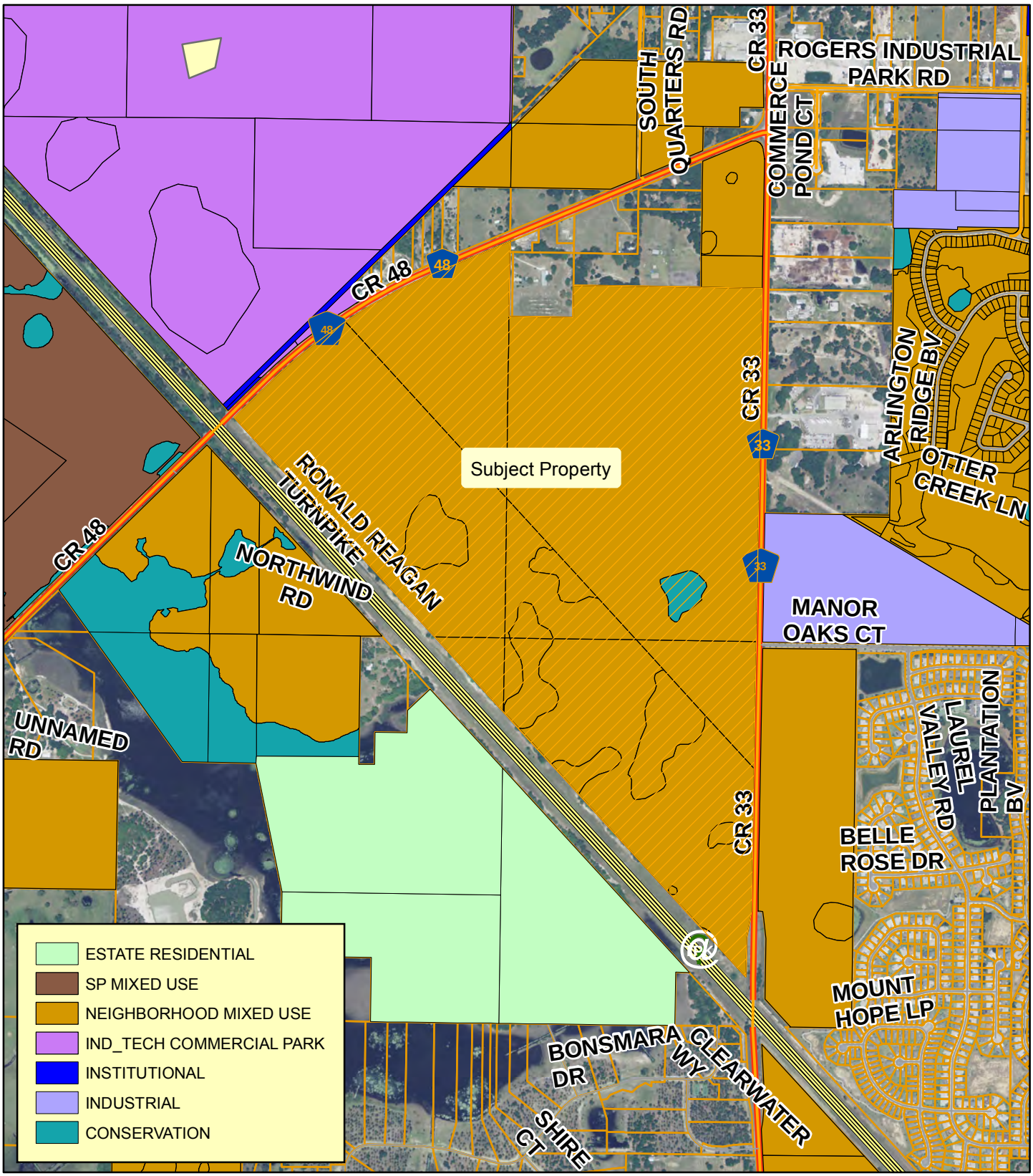
PUD 16-84
Denham Village (f.k.a.: Drew Meadows) PUD
AK#: 1080916
Section 21; Township 20 South; Range 24 East

Future Land Use



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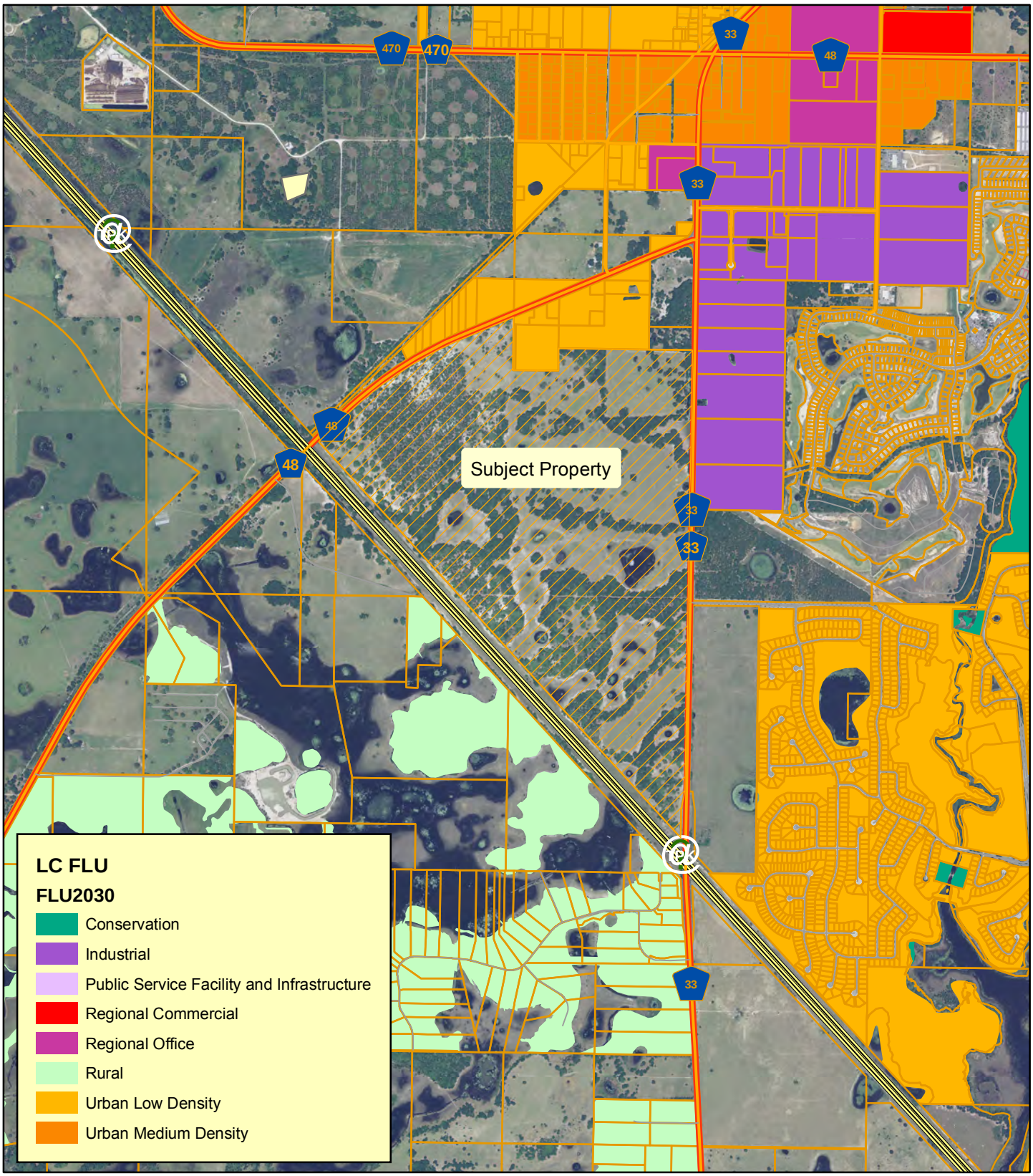
PUD 16-84
Denham Village (f.k.a.: Drew Meadows) PUD
AK#: 1080916
Section 21; Township 20 South; Range 24 East

Lake County Future Land Use



Planning & Zoning Division

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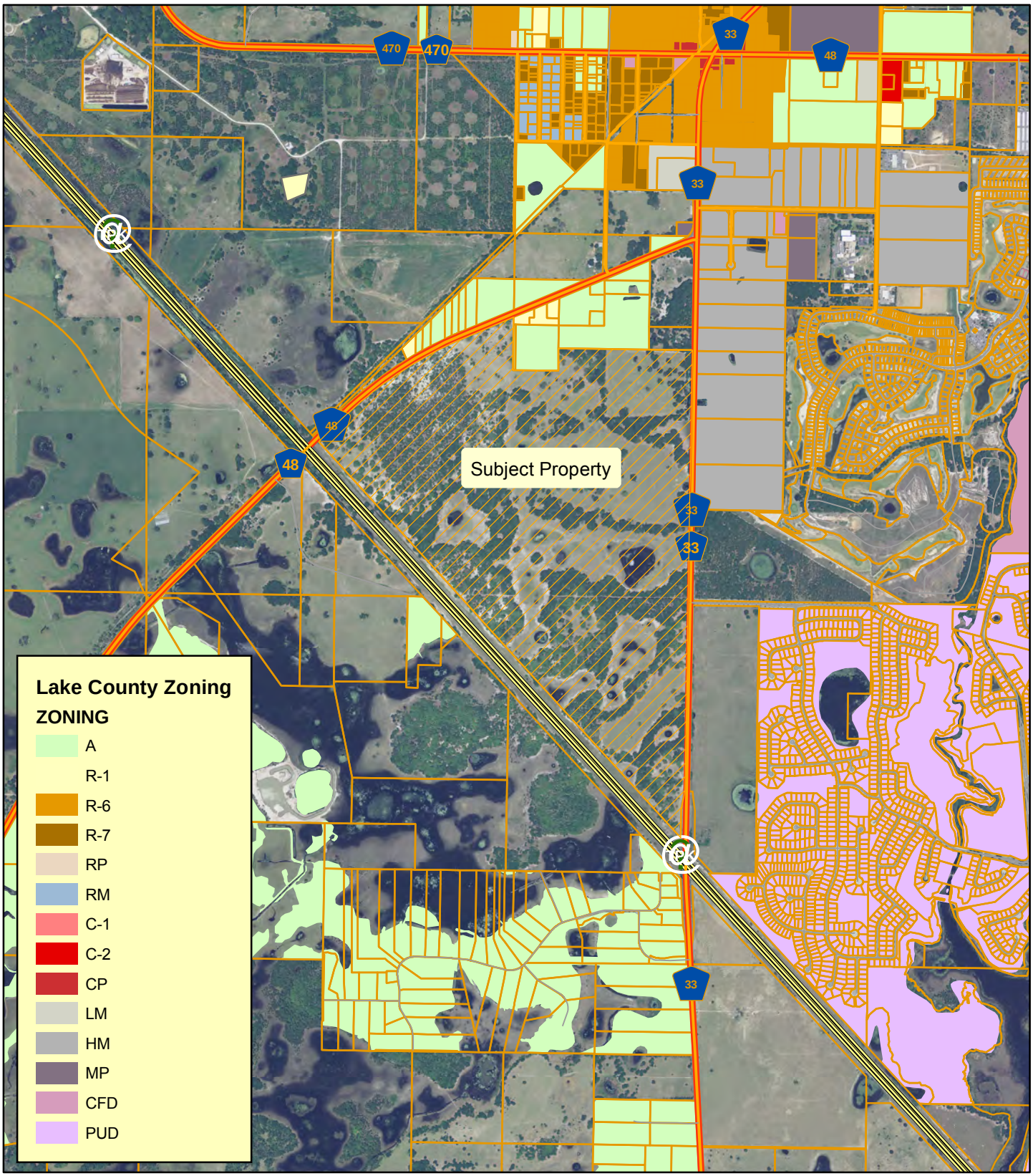
PUD 16-84
Denham Village (f.k.a.: Drew Meadows) PUD
AK#: 1080916
Section 21; Township 20 South; Range 24 East

Lake County Zoning



Planning & Zoning Division

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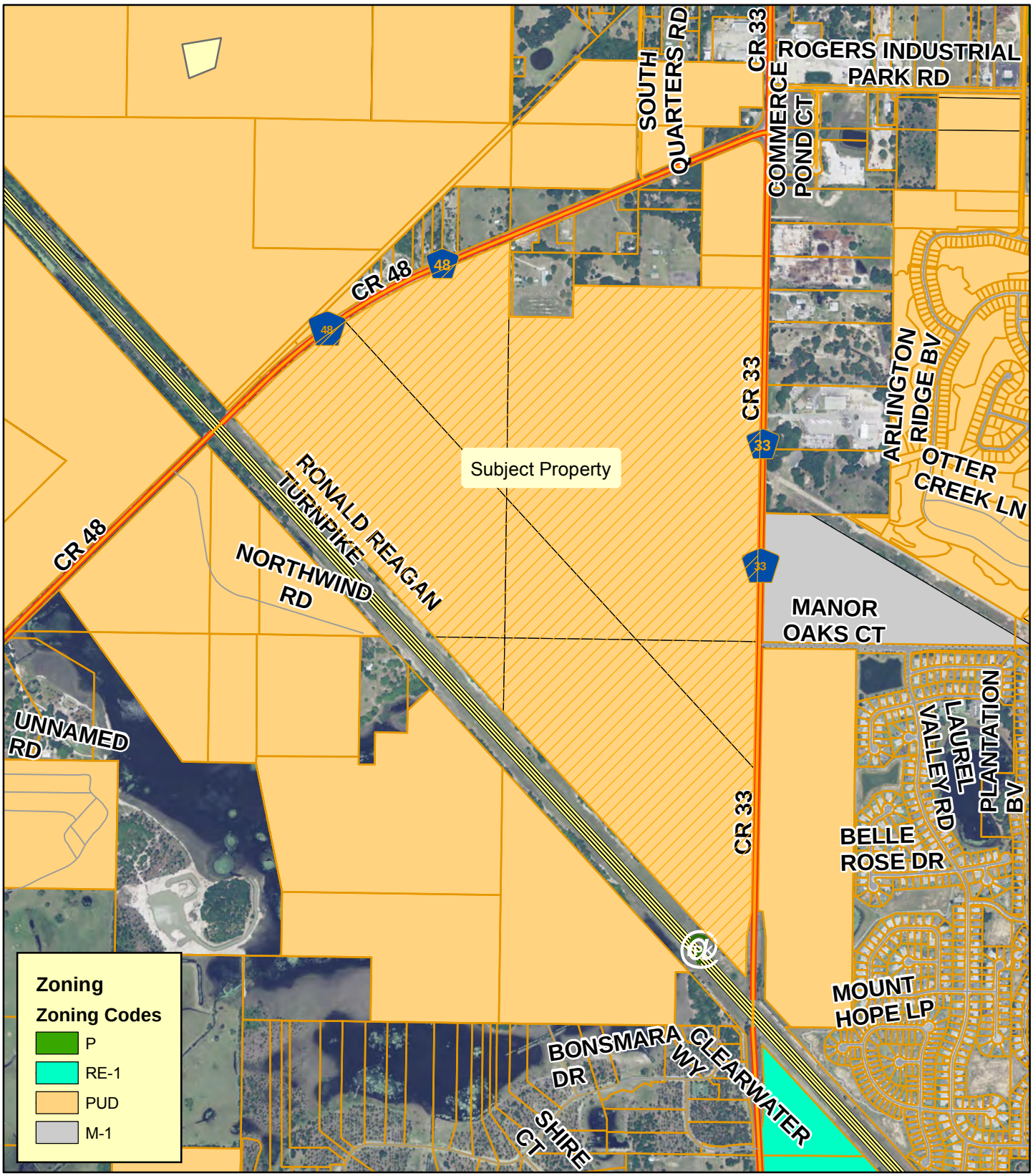
PUD 16-84
Denham Village (f.k.a.: Drew Meadows) PUD
AK#: 1080916
Section 21; Township 20 South; Range 24 East

Zoning



Planning & Zoning Division

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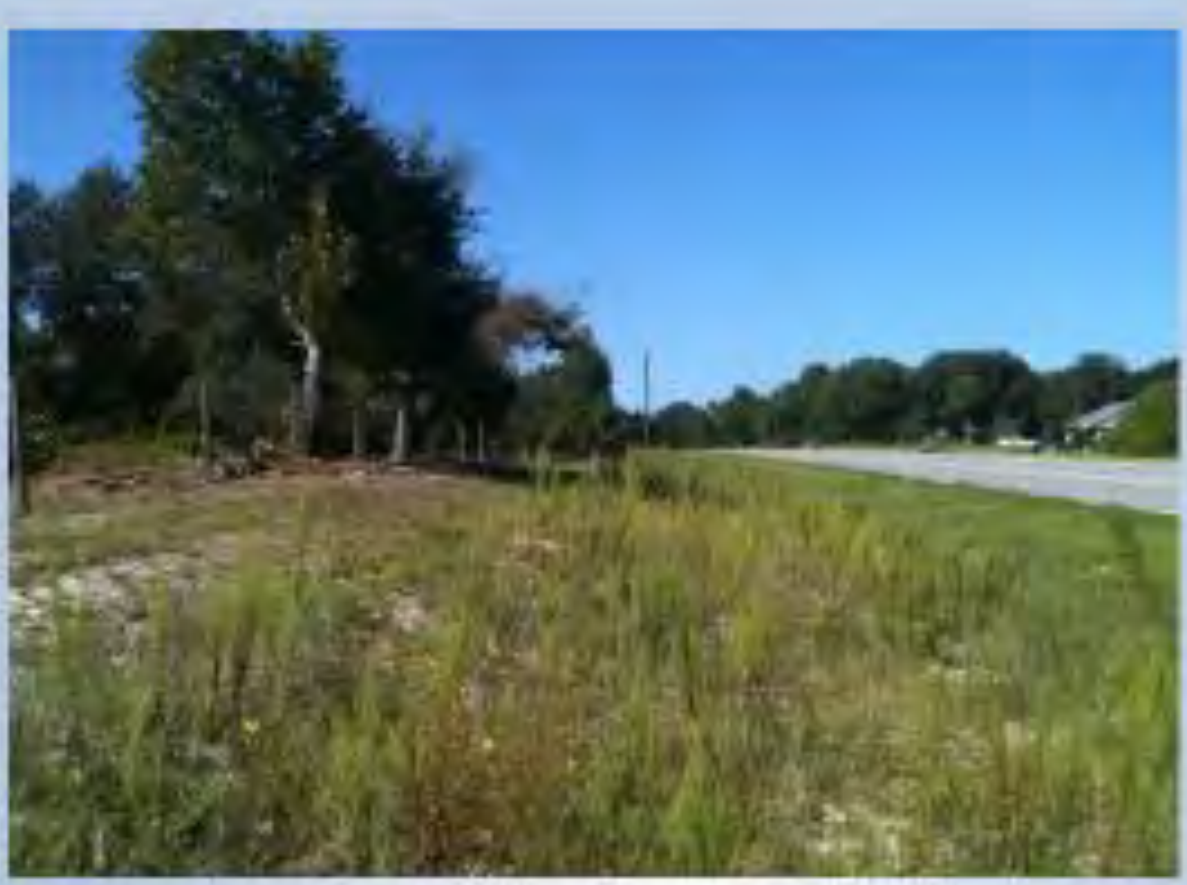
PUD 16-84
Denham Village (f.k.a.: Drew Meadows) PUD
AK#: 1080916
Section 21; Township 20 South; Range 24 East



728-9760
REZONING

Miscellaneous Accounts Receivable Customers with City Attorney

Prepared by Finance

September 16, 2016

Customer Name	RECOMMENDATIONS:	ATTORNEYS NOTES	Description	Amount Unpaid		Billed Date	
ACCOUNTS CURRENTLY WITHOUT RESOLUTION							
043 Fund							
Legacy Comm Dev	attorney for collection		Impact Fees + Interest	$ 15,486.91	*	10/22/2008	-
				$ 15,486.91			
044 FUND							
Legacy Comm Dev	attorney for collection		Impact Fees + Interest	$ 36,136.13	*	10/22/2008	-
				$ 36,136.13			

* Total for Legacy Water Impact Fees plus interest is $15,486.91

* Total for Legacy Wastewater Impact Fees plus interest is $36,136.13

* Total for Legacy $51,623.04

CURRENTLY MAKING PAYMENTS

	ATTORNEYS NOTES				Billed Date	Date of Last Pymt
001 FUND						
Barker, Jennifer	$50 per month per email from Jay Evans	Educational Funding Reimb	$	1,126.08	10/1/2007	8/31/2016
			$	**1,126.08**		
041 FUND						
Bassette, Gerald	$20 per month agreement with Finance	Damage to City Property	$	40.00	8/1/2012	6/7/2016
			$	**40.00**		

CURRENTLY WORKED BY PROVIDING DEPARTMENT OR FINANCE

					Billed Date
041 FUND					
CenturyLink	Electric Dept. working with customer	Pole Rental	$	48,908.29	1/14/2016
Hughes Electric	Sent letter 8/23/2016	Electric Jobbing	$	105.00	7/1/2016
			$	**49,013.29**	
045 Fund					
Florida Fiber Network	Sent Letter 8/23/2016	Communications Jobbing/Outage	$	1,240.24	7/1/2016
			$	**1,240.24**	

001 FUND TOTAL	**$**	**1,126.08**
041 FUND TOTAL	**$**	**49,053.29**
43 FUND TOTAL	**$**	**15,486.91**
044 FUND TOTAL	**$**	**36,136.13**
045 FUND TOTAL	**$**	**1,240.24**
	$	**103,042.65**

Total	**$**	**103,042.65**

Expected write offs as of September 30, 2016

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 year 2015 and 2016.

Fiscal Write Off Year	Projected Written Off		Actual Written Off	Add'l Amount Collected
2015-2016	$ 491,090			
2014-2015	$ 431,543			
2013-2014	262,576		258,246	(4,329)
2012-2013	280,544	*	216,319	(64,225)
2011-2012	380,227	*	341,414	(38,813)
2010-2011	586,949	*	481,948	(105,001)
2009-2010	681,622	*	598,787	(82,835)
2008-2009	467,183	*	437,240	(29,943)
2007-2008	373,550			
2006-2007	380,289			

Projected
Fiscal year 2015- Month by Month
10/01/14- 09/30/15

Month		Amount Written Off	Number of Accounts Commercial	Number of Accounts Residential	Average Account Balance Commercial	Average Account Balance Residential
October		$ 21,833	13	87	236.50	215.61
November		25,606	5	81	533.99	283.17
December	*	93,396	4	241	185.21	304.46
January		33,076	1	104	253.62	321.12
February		38,508	3	112	319.76	335.25
March		21,556	1	81	529.82	266.12
April		25,816	6	81	246.75	300.43
May		49,449	9	150	337.03	309.66
June		13,844	1	60	39.42	230.74
July		49,787	3	72	9,625.88	290.40
August		39,022	6	120	334.41	325.18
September		19,649	1	48	1,009.90	388.32
Accounts to be written off*		$ 431,543	53			
Prior Yr to Date		$ 181,295	33	904		
difference		$ 250,248	20	(904)		

**** Amounts may change as collections and adjustments occur through out the year***

*This is higher due to the back log in billing from August thur October in the final bill processing.

Projected
Fiscal year 2016 Month by Month
10/01/15- 09/30/16

Month	Amount Written Off	Number of Accounts Commercial	Number of Accounts Residential	Average Account Balance Commercial	Average Account Balance Residential
October	$ 27,126	1	81	869.03	324.15
November	32,507	2	85	1,053.64	357.65
December	33,734	3	87	2,190.87	312.19
January	45,120	4	113	5,397.93	351.51
February	80,157	1	135	1,904.49	579.65
March	77,071	6	175	502.95	440.40
April	47,872	1	88	778.69	535.15
May	35,280	7	73	1,531.57	378.40
June	28,484	4	66	802.59	382.93
July	42,201	7	93	393.14	424.16
August	22,460	4	81	289.25	273.71
September	19,079	3	64	398.21	279.44
Accounts to be written off*	$ 491,090	43	1,141		
Prior Yr to Date	$ 431,543	53	1,237		
difference	$ 59,547	(10)	*(96)*		

City of Leesburg, Florida
Report of Receipts and Disbursements by Fund
For the Period Beginning On Oct. 1, 2015 and Ending on Sep. 30, 2016

Prepared by: Finance Department

			Receipts				
		Adopted	Revenues	Non-Revenue Receipts *	Total Receipts		Budget
	Fund Name	Budget	Amount	Amount	Amount	Percentage	Balance
001	**General Fund**	$ 28,253,020	$ 14,582,726.60	$ 9,461,275.44	$ 24,044,002.04	85.10%	$ 4,209,017.96
	Special Revenue Funds						
013	Housing Assistance	218,085	172,460.36	-	172,460.36	79.08%	45,624.64
021	Debt Service Fund	2,536,491	2,500.00	2,486,136.52	2,488,636.52	98.11%	47,854.48
031	Capital Projects Fund	10,738,228	7,798.45	7,798,095.72	7,805,894.17	72.69%	2,932,333.83
132	Local Option Sales Tax	2,107,075	1,782,678.31	-	1,782,678.31	84.60%	324,396.69
121	Police Forfeiture Fund	12,569	23,258.41	-	23,258.41	185.05%	(10,689.41)
122	Police Education Fund	12,000	6,135.04	-	6,135.04	51.13%	5,864.96
133	Gas Tax	972,426	813,106.58	-	813,106.58	83.62%	159,319.42
141	Police Impact Fees	-	73,736.33	-	73,736.33	0.00%	(73,736.33)
142	Fire Impact Fees	-	18,002.97	-	18,002.97	0.00%	(18,002.97)
143	Recreation Impact Fees	275,000	76,116.80	-	76,116.80	27.68%	198,883.20
151	Building Fund	622,900	1,151,537.02	18,260.00	1,169,797.02	187.80%	(546,897.02)
	Community Redevelopment Agencies						
016	Greater Leesburg CRA Fund	345,249	314,554.31	-	314,554.31	91.11%	30,694.69
017	Carver Heights CRA Fund	2,351,808	258,216.80	-	258,216.80	10.98%	2,093,591.20
018	Highway 27/441 CRA Fund	936,808	61,331.28	-	61,331.28	6.55%	875,476.72
	Total General Governmental Funds	49,381,659	19,344,159.26	19,763,767.68	39,107,926.94	79.20%	10,273,732.06
	Enterprise Funds						
014	Stormwater Utility Fund	3,331,912	1,543,422.09	-	1,543,422.09	46.32%	1,788,489.91
041	Electric Utility Fund	74,294,846	69,207,471.49	429,098.09	69,636,569.58	93.73%	4,658,276.42
042	Gas Utility Fund	11,357,586	6,313,030.24	-	6,313,030.24	55.58%	5,044,555.76
043	Water Utility Fund	12,602,387	8,190,967.42	88,798.56	8,279,765.98	65.70%	4,322,621.02
044	Wastewater Utility Fund	13,035,013	10,815,173.65	-	10,815,173.65	82.97%	2,219,839.35
045	Communications Utility Fund	2,497,298	2,060,459.42	-	2,060,459.42	82.51%	436,838.58
046	Sanitation Services Fund	3,921,108	3,979,089.99	-	3,979,089.99	101.48%	(57,981.99)
048	Airport Fund	5,061,361	1,697,051.98	-	1,697,051.98	33.53%	3,364,309.02
	Internal Service Funds						
064	Health Insurance Fund	5,497,844	5,287,753.91	-	5,287,753.91	96.18%	210,090.09
065	Workers' Compensation Insurance Fund	505,304	747,220.45	-	747,220.45	147.88%	(241,916.45)
066	Risk Management Fund	649,098	651,920.97	-	651,920.97	100.43%	(2,822.97)
510	Fleet Maintenance Fund	3,897,692	2,114,633.80	-	2,114,633.80	54.25%	1,783,058.20
	Pension Trust Funds						
061	Municipal Police Retirement Trust Fund	1,245,113	1,461,734.39	-	1,461,734.39	117.40%	(216,621.39)
062	Municipal Firemen's Retirement Trust Fund	1,066,584	2,113,874.31	-	2,113,874.31	198.19%	(1,047,290.31)
063	General Employees' Retirement Fund	2,591,446	3,714,237.73	-	3,714,237.73	143.33%	(1,122,791.73)
	Total All Funds	$ 190,936,251	$ 139,242,201.10	$ 20,281,664.33	$ 159,523,865.43	83.55%	$ 31,412,385.57

* Interfund Transfers & Developer Contributions

City of Leesburg, Florida
Report of Receipts and Disbursements by Fund
For the Period Beginning On Oct. 1, 2015 and Ending on Sep. 30, 2016

Prepared by: Finance Department

Fund Name	Disbursements				Excess of Receipts Over (Under) Disbursements
	Adopted Budget	Amount	Percentage	Budget Balance	
General Fund	$ 28,253,020	$ 25,962,396.93	91.89%	$ 2,290,623.07	($ 1,918,394.89)
Special Revenue Funds					
Housing Assistance	218,085	105,338.23	48.30%	112,746.77	67,122.13
Debt Service Fund	2,536,491	2,520,555.91	99.37%	15,935.09	(31,919.39)
Capital Projects Fund	10,738,228	1,173,186.14	10.93%	9,565,041.86	6,632,708.03
Local Option Sales Tax	2,107,075	1,490,056.16	70.72%	617,018.84	292,622.15
Police Forfeiture Fund	12,569	23,294.57	185.33%	(10,725.57)	(36.16)
Police Education Fund	12,000	12,138.24	101.15%	(138.24)	(6,003.20)
Gas Tax	972,426	203,043.50	20.88%	769,382.50	610,063.08
Police Impact Fees	-	5,808.92	0.00%	(5,808.92)	67,927.41
Fire Impact Fees	-	1,380.00	0.00%	(1,380.00)	16,622.97
Recreation Impact Fees	275,000	87,257.44	31.73%	187,742.56	(11,140.64)
Building Fund	622,900	458,409.30	73.59%	164,490.70	711,387.72
Community Redevelopment Agencies					
Greater Leesburg CRA Fund	345,249	276,862.95	80.19%	68,386.05	37,691.36
Carver Heights CRA Fund	2,351,808	365,423.53	15.54%	1,986,384.47	(107,206.73)
Highway 27/441 CRA Fund	936,808	917,163.36	97.90%	19,644.64	(855,832.08)
Total General Governmental Funds	49,381,659	33,602,315.18	68.05%	15,779,343.82	5,505,611.76
Enterprise Funds					
Stormwater Utility Fund	3,331,912	880,577.88	26.43%	2,451,334.12	662,844.21
Electric Utility Fund	74,294,846	59,373,905.98	79.92%	14,920,940.02	10,262,663.60
Gas Utility Fund	11,357,586	8,881,404.04	78.20%	2,476,181.96	(2,568,373.80)
Water Utility Fund	12,602,387	7,434,702.96	58.99%	5,167,684.04	845,063.02
Wastewater Utility Fund	13,035,013	8,634,419.79	66.24%	4,400,593.21	2,180,753.86
Communications Utility Fund	2,497,298	1,636,295.92	65.52%	861,002.08	424,163.50
Sanitation Services Fund	3,921,108	3,270,685.09	83.41%	650,422.91	708,404.90
Airport Fund	5,061,361	1,970,450.93	38.93%	3,090,910.07	(273,398.95)
Internal Service Funds					
Health Insurance Fund	5,497,844	6,042,405.34	109.90%	(544,561.34)	(754,651.43)
Workers' Compensation Insurance Fund	505,304	1,170,488.43	231.64%	(665,184.43)	(423,267.98)
Risk Management Fund	649,098	648,705.98	99.94%	392.02	3,214.99
Fleet Maintenance Fund	3,897,692	1,774,214.74	45.52%	2,123,477.26	340,419.06
Pension Trust Funds					
Municipal Police Retirement Trust Fund	1,245,113	898,936.27	72.20%	346,176.73	562,798.12
Municipal Firemen's Retirement Trust Fund	1,066,584	1,151,488.77	107.96%	(84,904.77)	962,385.54
General Employees' Retirement Fund	2,591,446	2,459,600.92	94.91%	131,845.08	1,254,636.81
Total All Funds	$ 190,936,251	$ 139,830,598.22	73.23%	$ 51,105,652.78	$ 19,693,267.21

City of Leesburg, Florida
Report of Receipts and Disbursements by Fund
For the Period Beginning On Oct. 1, 2014 and Ending on Sep. 30, 2015

Prepared by: Finance Department

			Receipts				
		Adopted	Revenues	Non-Revenue Receipts *	Total Receipts		Budget
	Fund Name	Budget	Amount	Amount	Amount	Percentage	Balance
001	**General Fund**	$ 23,105,520	$ 13,166,909.35	$ 10,005,679.27	$ 23,172,588.62	100.29%	($ 67,068.62)
	Special Revenue Funds						
013	Housing Assistance	139,342	128,143.06	-	128,143.06	91.96%	11,198.94
021	Debt Service Fund	2,134,609	2,915.38	2,483,698.52	2,486,613.90	116.49%	(352,004.90)
031	Capital Projects Fund	2,257,408	(116.29)	1,536,582.02	1,536,465.73	68.06%	720,942.27
132	Local Option Sales Tax	1,774,229	1,707,216.44	101,857.50	1,809,073.94	101.96%	(34,844.94)
121	Police Forfeiture Fund	-	33,417.56	-	33,417.56	0.00%	(33,417.56)
122	Police Education Fund	12,000	8,042.80	-	8,042.80	67.02%	3,957.20
133	Gas Tax	923,993	915,018.83	-	915,018.83	99.03%	8,974.17
141	Police Impact Fees	15,194	32,512.39	-	32,512.39	213.98%	(17,318.39)
142	Fire Impact Fees	-	31,847.48	-	31,847.48	0.00%	(31,847.48)
143	Recreation Impact Fees	25,079	44,611.63	-	44,611.63	177.88%	(19,532.63)
151	Building Fund	700,640	750,165.20	11,320.00	761,485.20	108.68%	(60,845.20)
	Community Redevelopment Agencies						
016	Greater Leesburg CRA Fund	1,645,480	458,205.48	1,000,000.00	1,458,205.48	88.62%	187,274.52
017	Carver Heights CRA Fund	1,217,659	494,614.06	-	494,614.06	40.62%	723,044.94
018	Highway 27/441 CRA Fund	867,286	33,832.82	-	33,832.82	3.90%	833,453.18
	Total General Governmental Funds	34,818,439	17,807,336.19	15,139,137.31	32,946,473.50	94.62%	1,871,965.50
	Enterprise Funds						
014	Stormwater Utility Fund	3,631,516	1,476,662.76	-	1,476,662.76	40.66%	2,154,853.24
041	Electric Utility Fund	76,491,250	59,880,388.30	202,205.31	60,082,593.61	78.55%	16,408,656.39
042	Gas Utility Fund	10,287,074	6,828,720.93	-	6,828,720.93	66.38%	3,458,353.07
043	Water Utility Fund	14,118,424	7,382,476.32	54,855.23	7,437,331.55	52.68%	6,681,092.45
044	Wastewater Utility Fund	12,050,038	11,395,003.33	-	11,395,003.33	94.56%	655,034.67
045	Communications Utility Fund	2,381,074	1,814,073.28	-	1,814,073.28	76.19%	567,000.72
046	Sanitation Services Fund	3,868,381	3,760,529.48	-	3,760,529.48	97.21%	107,851.52
048	Airport Fund	3,028,960	3,726,559.97	24,161,844.83	27,888,404.80	920.73%	(24,859,444.80)
	Internal Service Funds						
064	Health Insurance Fund	5,820,868	5,579,883.54	-	5,579,883.54	95.86%	240,984.46
065	Workers' Compensation Insurance Fund	532,509	557,041.20	-	557,041.20	104.61%	(24,532.20)
066	Risk Management Fund	656,716	651,980.17	-	651,980.17	99.28%	4,735.83
510	Fleet Maintenance Fund	3,068,982	2,066,751.41	-	2,066,751.41	67.34%	1,002,230.59
	Pension Trust Funds						
061	Municipal Police Retirement Trust Fund	1,258,249	566,146.39	-	566,146.39	44.99%	692,102.61
062	Municipal Firemen's Retirement Trust Fund	1,345,479	792,159.82	-	792,159.82	58.88%	553,319.18
063	General Employees' Retirement Fund	2,561,233	2,126,627.09	-	2,126,627.09	83.03%	434,605.91
	Total All Funds	$ 175,919,192	$ 126,412,340.18	$ 39,558,042.68	$ 165,970,382.86	94.34%	$ 9,948,809.14

* Interfund Transfers & Developer Contributions

City of Leesburg, Florida
Report of Receipts and Disbursements by Fund
For the Period Beginning On Oct. 1, 2014 and Ending on Sep. 30, 2015

Prepared by: Finance Department

Fund Name	Disbursements				Excess of Receipts Over (Under) Disbursements
	Adopted Budget	Amount	Percentage	Budget Balance	
General Fund	$ 23,105,520	$ 20,903,520.36	90.47%	$ 2,201,999.64	$ 2,269,068.26
Special Revenue Funds					
Housing Assistance	139,342	68,272.79	49.00%	71,069.21	59,870.27
Debt Service Fund	2,134,609	2,258,756.32	105.82%	(124,147.32)	227,857.58
Capital Projects Fund	2,257,408	1,536,582.02	68.07%	720,825.98	(116.29)
Local Option Sales Tax	1,774,229	1,628,178.55	91.77%	146,050.45	180,895.39
Police Forfeiture Fund	-	33,436.51	0.00%	(33,436.51)	(18.95)
Police Education Fund	12,000	11,450.50	95.42%	549.50	(3,407.70)
Gas Tax	923,993	799,824.08	86.56%	124,168.92	115,194.75
Police Impact Fees	15,194	17,268.29	113.65%	(2,074.29)	15,244.10
Fire Impact Fees	-	2,220.00	0.00%	(2,220.00)	29,627.48
Recreation Impact Fees	25,079	2,165.51	8.63%	22,913.49	42,446.12
Building Fund	700,640	438,845.50	62.63%	261,794.50	322,639.70
Community Redevelopment Agencies					
Greater Leesburg CRA Fund	1,645,480	1,420,061.36	86.30%	225,418.64	38,144.12
Carver Heights CRA Fund	1,217,659	411,565.10	33.80%	806,093.90	83,048.96
Highway 27/441 CRA Fund	867,286	838,120.55	96.64%	29,165.45	(804,287.73)
Total General Governmental Funds	34,818,439	30,370,267.44	87.22%	4,448,171.56	2,576,206.06
Enterprise Funds					
Stormwater Utility Fund	3,631,516	825,032.64	22.72%	2,806,483.36	651,630.12
Electric Utility Fund	76,491,250	58,352,781.33	76.29%	18,138,468.67	1,729,812.28
Gas Utility Fund	10,287,074	6,824,712.76	66.34%	3,462,361.24	4,008.17
Water Utility Fund	14,118,424	6,668,236.79	47.23%	7,450,187.21	769,094.76
Wastewater Utility Fund	12,050,038	8,382,262.93	69.56%	3,667,775.07	3,012,740.40
Communications Utility Fund	2,381,074	1,486,744.66	62.44%	894,329.34	327,328.62
Sanitation Services Fund	3,868,381	3,636,045.49	93.99%	232,335.51	124,483.99
Airport Fund	3,028,960	1,866,793.46	61.63%	1,162,166.54	26,021,611.34
Internal Service Funds					
Health Insurance Fund	5,820,868	5,497,741.14	94.45%	323,126.86	82,142.40
Workers' Compensation Insurance Fund	532,509	458,170.19	86.04%	74,338.81	98,871.01
Risk Management Fund	656,716	649,095.44	98.84%	7,620.56	2,884.73
Fleet Maintenance Fund	3,068,982	1,905,261.31	62.08%	1,163,720.69	161,490.10
Pension Trust Funds					
Municipal Police Retirement Trust Fund	1,258,249	1,262,597.63	100.35%	(4,348.63)	(696,451.24)
Municipal Firemen's Retirement Trust Fund	1,345,479	1,727,006.06	128.36%	(381,527.06)	(934,846.24)
General Employees' Retirement Fund	2,561,233	3,261,137.56	127.33%	(699,904.56)	(1,134,510.47)
Total All Funds	$ 175,919,192	$ 133,173,886.83	75.70%	$ 42,745,305.17	$ 32,796,496.03

CITY OF LEESBURG
CASH AND INVESTMENTS BY FUND
9/30/2016

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	COMMUNI-CATION SERV. FUND	SANITATION SERVICES FUND	STORM WATER FUND	AIRPORT FUND	BUILDING PERMITS FUND	INTERNAL SERVICE FUNDS GROUP
OPERATING CASH		$ 67,483,751.16	$ 12,042,645.82	$4,142,393.86	$ (46,192.40)	$ 79,725.42	$ 15,680,107.67	$ 3,690,465.92	$ 7,401,417.19	$ 8,567,460.12	$ 957,095.85	$ 2,207,456.02	$2,826,630.53	$592,984.17	$ 975,279.41	$ 8,366,281.58
RESTRICTED CASH																
	CUSTOMER DEPOSITS	5,337,292.87					4,573,924.59	272,849.74	479,159.66	3,500.00	2,933.88	4,925.00				
	RENEWL & REPLCMNT	13,432,974.08	339,498.80	(1,221.78)			3,840,434.89		1,740,426.11	4,620,031.97	364,686.22	720,000.00	676,271.50	700,000.00		432,846.37
	BOND/NOTE SINKING FUND	311,311.33		330,097.00			186,186.54	(36,140.74)	(207,075.08)	(76,048.90)	114,292.51					
	LONG TERM CARE	92,326.15										92,326.15				
	INFRASTRUCTURE DEVELOPMENT	3,020,439.14					1,369,597.77	1,650,841.37								
	SIGN GRANT & HUD SHIP	377,574.33	309,946.28	67,628.05												
	HWY 441/27 CRA - Restricted Surplus + INTR EARNED	600,000.00		600,000.00												
	IMPACT FEES	1,659,053.87							464,374.56	1,194,679.31						
	OTHER RESTRICTED CASH	6,822,187.35		48,018.93		6,625,168.42		149,000.00								
	DEVELOPER CONTRIBUTIONS	4,191,216.16					4,074,850.42	116,365.74								
	DEVELOPER INCENTIVES	204,154.40						204,154.40								
	MAGNOLIA PROP DEBT SERV	976,320.00						976,320.00								
	COLLEGE/RADIO ROAD & CH CRA	215,041.53														
	RATE STABILIZATION	9,981,200.90					9,981,200.90									
SUBTOTAL OF RESTRICTED CASH		47,221,092.11	649,445.08	1,044,522.20		6,625,168.42	24,026,195.11	3,333,390.51	2,476,885.25	5,742,162.38	481,912.61	817,251.15	676,271.50	700,000.00		432,846.37
TOTAL POOLED CASH		$114,704,843.27	$ 12,692,090.90	$ 5,186,916.06	$ (46,192.40)	$ 6,704,893.84	$ 39,706,302.78	$ 7,023,856.43	$ 9,878,302.44	$ 14,309,622.50	$ 1,439,008.46	$ 3,024,707.17	$ 3,502,902.03	$ 1,292,984.17	$ 975,279.41	$ 8,799,127.95
NON-POOLED RESTRICTED CASH																
	BOND PROCEEDS	4,129,593.65		3,941,872.83				187,720.82								
	CASH WITH FISCAL AGENT	4,980,144.18		87,793.40	1,139,084.13		1,330,578.31	246,046.68	1,086,176.19	1,090,465.47						
	DEPOSITORY TRUST ACCOUNT	215,183.40						215,183.40								
	DEP-WELLS FARGO															
SUBTOTAL NON-POOLED CASH		9,324,921.23		4,029,666.23	1,139,084.13		1,330,578.31	648,950.90	1,086,176.19	1,090,465.47						
TOTAL POOLED CASH AND INVEST		$124,029,764.50	$12,692,090.90	$ 9,216,582.29	$1,092,891.73	$6,704,893.84	$41,036,881.09	$7,672,807.33	$10,964,478.63	$15,400,087.97	$1,439,008.46	$3,024,707.17	$3,502,902.03	$1,292,984.17	$975,279.41	$8,799,127.95

INDIVIDUAL SPECIAL REVENUE FUNDS

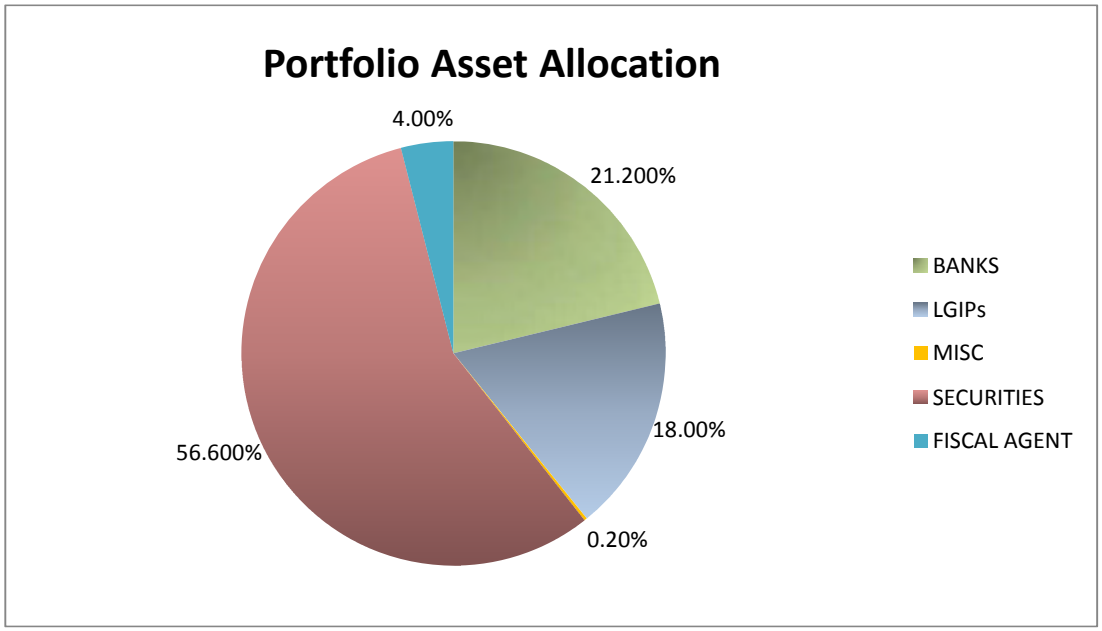
POOLED CASH & INVESTMENTS		SPECIAL REVENUE FUNDS TOTAL	HOUSING ASSISTANCE FUND	GREATER LEESBURG CRA FUND	CARVER HEIGHTS CRA FUND	HIGHWAY 441/27 CRA FUND	POLICE FORFEITURE FUND	POLICE EDUCATION FUND	DISCRETIONARY SALES TAX FUND	GAS TAX FUND	POLICE IMPACT FUND	FIRE IMPACT FUND	RECREATION IMPACT FUND
OPERATING CASH		$ 4,142,393.86	$ 392,878.69	$ 479,581.09	$ (48,506.73)	$ 1,052,489.84	$ 44,515.48	$ 5,514.21	$ 762,417.39	$ 1,013,144.54	$ 240,813.13	$ (10,211.18)	$ 209,757.40
RESTRICTED CASH													
	HUD SHIP PROGRAM & $HOUSE PROCEEDS	48,018.93	48,018.93										
	BOND/NOTE SINKING FUND	417,890.40		87,793.44		330,096.96							
	SIGN GRANT	67,628.05		32,000.00		35,628.05							
	R&R / OTHER RESTRICTED	(1,221.78)	(1,221.78)										
	HWY 441/27 CRA - Restricted Surplus + INTR EARNED	600,000.00				600,000.00							
SUBTOTAL OF RESTRICTED CASH		$ 1,132,315.60	$ 46,797.15	$ 119,793.44	$ -	$ 965,725.01	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL POOLED CASH		$ 5,274,709.46	$ 439,675.84	$ 599,374.53	$ (48,506.73)	$ 2,018,214.85	$ 44,515.48	$ 5,514.21	$ 762,417.39	$ 1,013,144.54	$ 240,813.13	$ (10,211.18)	$ 209,757.40
NON-POOLED RESTRICTED CASH													
	BOND PROCEEDS	3,941,872.83			3,941,872.83								
	DEP-WELLS FARGO	-											
SUBTOTAL NON-POOLED CASH		$ 3,941,872.83			3,941,872.83								
TOTAL POOLED CASH AND INVEST		$ 9,216,582.29	$ 439,675.84	$ 599,374.53	$ 3,893,366.10	$ 2,018,214.85	$ 44,515.48	$ 5,514.21	$ 762,417.39	$ 1,013,144.54	$ 240,813.13	$ (10,211.18)	$ 209,757.40

INTERNAL SERVICE FUNDS

POOLED CASH & INVESTMENTS	INTERNAL SERVICE FUNDS TOTAL	HEALTH INSURANCE FUND	WORKERS' COMPENSATION FUND	RISK MANAGEMENT FUND	FLEET MAINTENANCE FUND
OPERATING CASH	$ 8,366,281.58	$ 2,694,629.11	$ 1,595,604.12	$ 165,289.42	$ 3,910,758.93
RESTRICTED CASH	432,846.37				432,846.37
SUBTOTAL OF RESTRICTED CASH	$ 432,846.37	$ -	$ -	$ -	$ 432,846.37
TOTAL POOLED CASH	$ 8,799,127.95	$ 2,694,629.11	$ 1,595,604.12	$ 165,289.42	$ 4,343,605.30
TOTAL POOLED CASH AND INVESTMENTS	$ 8,799,127.95	$ 2,694,629.11	$ 1,595,604.12	$ 165,289.42	$ 4,343,605.30

CITY OF LEESBURG
INVESTMENT REPORT
9/30/2016

DESCRIPTION		BALANCE 9/30/2016
BANK OPERATING AND SAVINGS ACCOUNTS		
SunTrust Bank - Disbursement	$5,167,207	
TD Bank - Savings	9,148,082	
Ameris Bank - Savings	4,003,680	
TD Bank - CDs	6,000,000	
BB & T Bank - CDs	2,000,000	
		$26,318,969
LOCAL GOVERNMENT INVESTMENT POOLS		
FLSAFE	10,730,222	
FLCLASS	5,010,882	
FLPRIME	6,539,364	
		22,280,468
U S TREASURY MONEY MARKET FUND (FGU Deposit)		215,183
US BANK (Fiscal Agent)		4,980,144
CHANDLER ASSET MANAGEMENT (SECURITIES)	60,210,000	
PUBLIC TRUST ADVISORS (SECURITIES)	10,025,000	
		70,235,000
TOTAL INVESTMENTS (before market adjustment)		124,029,765
MARKET ADJUSTMENT		231,599



City Manager Contingency Budget FY 2016	**001-1221-512-9990**	**$100,000**
Christmas Lights for Downtown Oak trees	001-5193-519-4625	($7,500)
Tree Trimming (Streets)	001-5112-541-4625	($1,200)
Community Building Study	001-5193-519-3110	($12,600)
Lakefront TV upgrade software	001-1220-512-6410	($22,618)
MLK Christmas Tree Rehab	001-5193-519-4625	($10,000)
Chamber of Commerce Sponsorships (2)	001-1221-512-4810	($1,800)
Exterior Painting of Library	001-5193-519-4620	($15,000)
Chamber of Commerce Sponsorship(Teacher and Staff Luncheon)	001-1221-512-4810	($5,000)
Men of Distinction Drum Line donation	001-1221-512-4810	($1,500)
Venetian Gardens Redevelopment Appraisal	001-1221-512-3110	($2,725)
	City Manager Contingency Remaining Budget	**$20,057**