



AGENDA
CITY COMMISSION MEETING
COMMISSION CHAMBERS, CITY HALL
MONDAY, AUGUST 08, 2016 5:30 PM

1. CALL TO ORDER

INVOCATION

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

2. PROCLAMATIONS: None

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 July 25, 2016
2. Regular meeting held July 11, 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. 4 with Booth & Associates, LLC. for professional engineering services to design upgrades for the Center Street Sub Station for an amount not to exceed \$65,500.00; 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 Cardiff Construction, LLC for construction of a restroom building at the Susan Street Recreation Complex for an amount not to exceed \$210,655.00; and providing an effective date.

C. RESOLUTIONS:

1. Resolutions for Interlocal Agreements for the provision of Automatic Aid for Fire and Rescue Services.
 - A. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute an Interlocal Agreement between the City of Leesburg and the City of Tavares, Florida for the provision of Automatic Aid for Fire and Rescue Services; 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 an Interlocal Agreement between the City of Leesburg and the City of Fruitland Park, Florida for the provision of Automatic Aid for Fire and Rescue Services; and providing an effective date.
2. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute an Interlocal Agreement between the City of Leesburg and the Lake County Board of County Commissioners relating to provision of library services; and providing an effective date.
3. Resolution of the City Commission of the City of Leesburg, Florida appointing Rolando Reyes to the Police Pension Plan Trustee Board for a two-year term to expire December 31, 2018; and providing an effective date.
6. PUBLIC HEARINGS AND NON-ROUTINE ITEMS:
 - A. Second reading of an Ordinance of the City of Leesburg, Florida, Amending Chapter 10.5 of the Code of Ordinances dealing with Flood Damage Prevention and Protection.
 - B. Second reading of an Ordinance of the City of Leesburg Florida, creating Section 7-170 of the Leesburg Code of Ordinances, requiring electrical power be connected to any residential dwelling unit / prohibited uses of generators.
 - C. Venetian Gardens II & III Proposal and Financial Allocation
7. INFORMATIONAL REPORTS:

The following reports are provided to the Commission in accordance with the Charter/Ordinances. No action required.
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, JULY 25, 2016**

The City of Leesburg Commission held a regular meeting Monday, July 25, 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.

Gas Director Jack Rogers gave the invocation followed by the Pledge of Allegiance to the Flag of the United States of America.

PROCLAMATIONS: None

PRESENTATIONS:

KIDS KORNER PLAYGROUND CHECK PRESENTATION

Mrs. Caroline VanDyken, with the Kids Korner Community Project, presented to the City of Leesburg a check in the amount of \$6,168.06 to go towards the playground. Mrs. VanDyken thanked the city and the City Manager for this project moving forward as quickly as it has.

Mayor Pro-Tem Bone thanked Mrs. VanDyken and the committee for all their hard work.

MAYOR'S AWARD: None

CONSENT AGENDA:

Item pulled for discussion:

5.B.4 = professional services agreement with CPH, Inc. for design services related to the West Leesburg Neighborhood Resource Center

Commissioner Christian moved to adopt the Consent Agenda except for 5.B.4 and Commissioner Dennison seconded the motion.

The roll call vote was:

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

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

CITY COMMISSION MEETING MINUTES:

Regular meeting held June 13, 2016

RESOLUTION 9828

Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a construction services agreement with Estep Construction, Inc. for the Lake Griffin Stormwater Improvement project for an amount not to exceed \$440,119.55; and providing an effective date.

RESOLUTION 9829

Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a construction services agreement with Lenard Bell Painting, Inc. for interior and exterior painting, stucco repairs and expansion joint rehabilitation to the Leesburg Gymnasium for an amount not to exceed \$47,545.00; and providing an effective date.

RESOLUTION 9830

Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a three year services agreement with Hewlett Packard, Inc. (HP) for Managed Print Services (MPS); and providing an effective date.

RESOLUTION 9831

Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a construction services agreement with Kenneth Boyer Homes, Inc. for the rehabilitation of two (2) private residences located on Woodland Boulevard damaged due to a waste water utility failure for an estimated amount not to exceed \$80,000.00; and providing an effective date.

RESOLUTION 9832

Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute Task Order No. 5 with Jones Edmunds for professional engineering services preparing a Waste Water Model for the City's waste water system for an amount not to exceed \$98,972.00; and providing an effective date.

RESOLUTION 9833

Resolution of the City Commission of the City of Leesburg, Florida, accepting and approving a Utility Easement from B & D Self Storage, LLC, to the City of Leesburg, Florida, for property lying in Section 6, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date. (CR 466A, Villages of Fruitland Park)

RESOLUTION 9834

Resolution of the City Commission of the City of Leesburg, Florida, accepting and approving a Utility Easement from Kyron T. Littles to the City of Leesburg, Florida, for property lying in the East 1/2 of the Northeast 1/4 of the Southwest 1/4 of the Northeast 1/4 of Section 20, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date. (1408 Pembroke Dr)

RESOLUTION 9835

Resolution of the City Commission of the City of Leesburg, Florida authorizing the Leesburg Police Department to apply for and, if awarded, accept an Edward Byrne Grant from the U.S. Department of Justice (JAG) to supplement costs associated with the purchase of department equipment; and providing an effective date.

RESOLUTION 9836

Resolution of the City Commission of the City of Leesburg, Florida, amending the Fiscal Year 2015-16 budget for the Wastewater Fund for the Third Quarter; and providing an effective date.

RESOLUTION 9837

Resolution of the City Commission of the City of Leesburg, Florida, authorizing and directing the Mayor and City Clerk to execute an easement agreement among the City of Leesburg, Lake County, and Tom Hofmeister and Dawn Hofmeister, for the purpose of creating a conservation easement and an ingress egress easement in connection with the proposed Elderfire Lodge project; and providing an effective date.

RESOLUTION 9838

Resolution of the City Commission of the City of Leesburg, Florida, accepting and approving a Public Sidewalk Easement from First Baptist Church of Leesburg Inc. to the City of Leesburg, Florida for property located in the vicinity of 13th Street and High Street, Leesburg, Florida; and providing an effective date.

RESOLUTION 9839

Resolution of the City Commission of the City of Leesburg, Florida authorizing the City Manager to execute and submit the Certification of Taxable Value for Fiscal Year 2016-17 to the Lake County Property Appraiser; and providing an effective date.

RESOLUTION 9840

Resolution of the City Commission of the City of Leesburg, Florida authorizing the City Manager to create a Senior Code Enforcement Officer (Police Department) position by reclassifying a current Code Enforcement Officer; and providing an effective date.

ADOPTED RESOLUTION 9841 A PROFESSIONAL SERVICES AGREEMENT WITH CPH, INC.

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 PROFESSIONAL SERVICES AGREEMENT WITH CPH, INC. FOR DESIGN SERVICES RELATED TO THE WEST LEESBURG NEIGHBORHOOD RESOURCE CENTER FOR AN AMOUNT NOT TO EXCEED \$127,683.00; AND PROVIDING AN EFFECTIVE DATE.

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

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

Commissioner Dennison asked if this was sent out for bid and CM Minner replied yes.

Purchasing Manager (PM) Mike Thornton stated a request for qualifications was previously issued and staff actually brought that final ranking to the commission, it was approved and this was the top ranked firm that we negotiated a contract with.

Commissioner Christian asked when they finish will this give a concrete number of cost of construction.

PM Thornton stated this project is being delivered using the construction manager at risk, so we have a construction manager on board who will be working with the architect in reviewing some of the design and then the construction manager will provide the guaranteed maximum price for the actual construction part.

Commissioner Christian stated he noticed this is coming out of the CRA bond proceeds from 2009 and he knows we are getting grant money from the county, so is just trying to figure out when will we know the final price on what the city is going to be obligated to pay. If we have to go out and do another note on the extended CRA, he wants to ensure there is enough time so this project does to get stalled.

CM Minner stated this project will not get stalled and the bridge to the financing is not going to be significant to where we probably can use cash sources from other funds and then replenish after doing a note. There are about three different funding sources on how we are trying to get this constructed; 1) is our existing cash, and we will talk about that in more detail tomorrow night at the Budget Workshop. What he will be proposing to the Commission tomorrow night is all our cash in the CRA and some of our other cash from the existing note that is just retiring we will pull to go toward this; roughly in the neighborhood of about \$200,000. 2) is existing grants we have not spent on, reallocating those from projects to this project; and then 3) the grant funds, CDBG, Ken has been working on that. The grant funds could total somewhere around \$700,000; so that is about \$900,000 in funding. His guess is for this project we are looking at somewhere between 1.2 to 1.5 million, so our gap is going to be in the neighborhood of \$700,000 to half a million dollars and that is where we will get the loan. As far as getting the final number, his guess is probably four to six months. Pending this approval, staff has the kick off meeting with the architect on Friday, we will get the design started and hopefully get this moving along. He stated we are a little behind schedule, the goal was to get this center opened up by spring/summer of 2017, but thinks that is probably going to be touch and go. The Fiscal Year 17 budget assumes six months of expenses for the center, so we can talk about that in more detail tomorrow night, but sometime in 2017 he anticipates having this center opened.

Commissioner Robuck asked for an explanation of the logic of the city going out to bid on this as opposed to just having the contractor go and procure this all on their own.

PM Thornton stated this is for design services; hiring the architect. If we had a contractor do the whole thing it would have been a design build.

Commissioner Robuck asked what is reason to do one versus the other.

PM Thornton stated a design build means you are going to go out and initiate a request for proposal, hire a team, the contractor and the designer, and then they are responsible

for working with the city to come up with design and then they would also build it once the design is finalized. The method we are using construction manager at risk is where we hire the architect, and have a contract with the architectural firm and also a contract with the construction management firm. The goal behind that is to have your construction manager working with the architect during the design for constructability review, and material review so at the end you have a design you can afford because you know your budget and your construction manager and architect are working together to be sure you meet that budget. Whereas, if you did a design bid build, the architect would go through the whole design process and you run the change of putting it out to bid, all the bids come in way over budget because maybe the architect had his vision and that is what he designed which may have been way over your budget. PM Thornton stated he thinks this project method is going to get us this project at our budgeted amount and have a really nice facility because our construction manager, who is going to have to build it, is working with the architect.

The roll call vote was:

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

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

FIRST READING OF AN ORDINANCE AMENDING CHAPTER 10.5 OF THE CODE OF ORDINANCES DEALING WITH FLOOD DAMAGE PREVENTION AND PROTECTION

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

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, AMENDING CHAPTER 10.5 OF THE CODE OF ORDINANCES DEALING WITH FLOOD DAMAGE PREVENTION AND PROTECTION; UPDATING LANGUAGE TO CONFORM TO CURRENT STATE AND FEDERAL STANDARDS; ASSIGNING THE POSITION OF FLOOD PLAIN ADMINISTRATOR TO THE CITY'S DEPUTY CITY MANAGER / COMMUNITY DEVELOPMENT DIRECTOR; MODIFYING STANDARDS FOR DETERMINING LOWEST PERMITTED FLOOR ELEVATION OF STRUCTURES; REQUIRING RETENTION AREAS TO RETAIN 100 PERCENT OF A 100 YEAR FLOOD EVENT; REPEALING CONFLICTING ORDINANCES; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

Commissioner Bone asked if this has any relation at all to the issue we are having with the elevations out in west Leesburg.

CM Minner stated no, this is in reference to an internal kind of housekeeping issue. Our resident surveyor, if you will, is Adrian Parker, who used to be in Public Works, but we shifted him over to the Planning and Zoning department. There is a Flood Plain Manager that FEMA requires you have and you have to adopt that Flood Plain Manager by ordinance, so this ordinance spells out who the position is and what department they are in. This is really just a procedural shift issue.

Mayor Pro-Tem Bone stated this will carry over to the next meeting.

FIRST READING OF AN ORDINANCE CREATING SECTION 7-170 OF THE LEESBURG CODE OF ORDINANCES, REQUIRING ELECTRICAL POWER BE CONNECTED TO ANY RESIDENTIAL DWELLING UNIT / PROHIBITED USES OF GENERATORS

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, CREATING §7-170 OF THE LEESBURG CODE, REQUIRING THAT ELECTRICAL POWER BE CONNECTED TO ANY RESIDENTIAL DWELLING UNIT, AND ENERGIZED, AS A PREREQUISITE TO OCCUPANCY OF A DWELLING UNIT; PROHIBITING THE USE OF GENERATORS TO PROVIDE ELECTRICITY TO A DWELLING UNIT EXCEPT IN TIMES WHEN ELECTRICAL POWER FROM A UTILITY PROVIDER IS UNAVAILABLE DUE TO AN OUTAGE; REPEALING CONFLICTING ORDINANCES; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

Mayor Pro-Tem Bone stated this will carry over to the next meeting.

INFORMATIONAL REPORTS: None

CITY ATTORNEY ITEMS: None

CITY MANAGER ITEMS:

CM Minner reminded everyone that on August 4th, FDOT will hold its public hearing on the Dixie Avenue improvement project at the Community Building at 6:00 p.m.

CM Minner also stated he would like to set up a workshop to unveiling staff's proposal for next phase of Venetian Gardens as they just received the financial and schematics for potential redevelopment of the community center. They having been working with some different consultants to put together some other redesigns and steps in phasing and pricing for improvements to Venetian Gardens. At this stage, he would like to get that in a power point, with some financial plans and thinks this deserves its own workshop.

PUBLIC COMMENTS: None

ROLL CALL:

Commissioner Dennison stated this Wednesday at Veterans Memorial Park the Korean War Memorial is being dedicated at twelve noon. She received a call this past week from a Mr. Uptigrove, who is present, and his question was what code enforcement laws does animal control follow and is it the county or the City of Leesburg. His neighbor has dogs which are barking incessantly and the county did come out but felt there was enough room there for the dogs; however, this issue is impacting his family life because it is driving them crazy. **CM Minner** thinks it is probably going to be a mixture. There is probably going to be a decibel issue there for the police, but then that is going to be kind of a hard path because the police will have to be out there. He thinks the city has a code that says if there is a disturbance going on longer than a certain time then the police can manage that, but that is not really going to fit in with the dogs. **Commissioner Dennison** asked if there is anything with noise codes. **CM Minner** stated no, the best thing would be for that person to get in touch with the county. He will have staff look at this and maybe there is something we can do; maybe devise some type of barking dog animal noise type ordinance. At this time, he does not want to commit to anything, and asked for time to staff look at this to see if we can come up with a recommendation. **Commissioner Dennison** asked Mr. Uptigrove if he would like to comment. **Mr. Uptigrove** stated he thinks the relationship between the county and the city involves some nit picking. The city's code is more toward the individual being suffered, who is actually impacted and apparently says is if you are troubled by it, this is quite of importance. The county is more technical about how long, how often, and not about whether it affects people. You have to jump through hoops to fill out a log of how long, how often and so on about the alleged offense of the dog and a lot of people will not do that; they just are not going to put themselves in the place where there might be a little friction between them and their neighbors who get wind of this. People are either afraid to do it or they just do not want to jump through all those hoops. **Mayor Pro-Tem Bone** stated the city will look into the issue and thanked Mr. Uptigrove for bringing this to the commission's attention.

Commissioner Robuck stated he thinks maybe Commissioner Bone should be Mayor for the rest of his term if he can promise this short of a meeting every time. On the marketing of the Marina property and other redevelopment opportunities at Venetian Gardens, he stated he was reading the Orlando Business Journal and there was a really nice article about Eustis and some downtown property that they seem to be getting some really good press. He asked since we now have a PIO, if there is something we could do to get our development opportunities out there so people know about it, be interested, and maybe would come forward. Commissioner Robuck stated he attended the FMEA meeting last week and there is some interesting stuff going on where basically all utilities are struggling because costs continue to go down, which is good for the consumer, but tough on utilities because of all the infrastructure that needs built. It keeps getting cheaper and people use less electricity, but it still costs just as much for us to distribute it, so that is kind of a long term issue that we face along with other cities and other industrial utilities. The big thing he took away is the solar issue going on and there is something on the ballot this year called Amendment One which allows utilities to charge a fixed price, they would have to go before the Public Service Commission with data to back it up, for

people who are getting all their power from solar. These net zero houses do not pay any utility bill and that is kind of important because again, all those costs are incurred by people who do not have solar to get their power there because they are using it in the middle of the night. If they want to get off the grid and have a battery bank that is fine, then no charge, but this would allow them to come up with a monthly fee and say you are using us for backup generation, we will keep buying power from you, but you need to contribute to the whole load for everyone if you are going to still want that back up generation from everyone else. Commissioner Robuck encouraged everyone to look at this and think about supporting Amendment One; it is a good thing for utilities.

Commissioner Christian asked if the sewage back up with the house on Washington Street has that been taken care of. **CM Minner** stated yes, and we have actually had several sewer backups in the city recently. Washington Street is an odd situation in that the way the service lateral runs, we have a main that is on an adjacent street, not immediately out in front of the house, so the service lateral comes off the main and hooks into the service lateral coming off the house. This is kind of an older set up, do not know why it was done that way, but it was and the reason for the backup was a break in our service lateral and those improvements should be pretty close to being fixed now. We will go back to the insurance company to try to reclaim some of that loss, and we have had some issue in the past with our insurance company fixing these and expediting the sewer backups. In this case, the tenant did ask for some improvements, which he did not feel were warranted such as replacing the tile in the bathroom, some of the vanities that showed, in his opinion, more age than what was damaged, but he did authorize those replacements. In addition to that, staff will also be going through and changing out that service lateral and making a standard operating procedure now that when we do have residential backups we will be installing sewer backflow valve devices on those service laterals to prevent this in the future. In the Washington street case, he is not going to say any sewer backup is a significant one, obviously as a utility we do not want and strive not to have that, and in this case would say it is a minor one in that the backup was not a neighborhood backing up. The amount of wastewater that got in there was probably from one or maybe two houses, so that minimized the damage at least from the provider side. Another area where we have had sewer backups, is the Woodland area, with some communication issues of our older systems not speaking from the lift station back to the sewer treatment plant to notify sending out the crew. We have changed some of that process around so instead of the communication going through radio contact, we are going to change that to phone communication. It will increase our cost a little bit more, not substantially, but is well worth the investment. In this particular case on Woodland, that lift station seems to have a grease build up issue and then that build up blocks the floats, the floats do not alarm, and then you get that overflow. The typography of this area is such that before the wastewater will actually flow out of the lift station there are two houses, kind of in a bottom of a basin, in that area where the elevation is obviously lower than the top of the lift station. So, with the radio communication not alerting the station that there is an alarm situation, crews are not dispatched to address it. So again, we are changing the mechanism on that alarm and then also putting sewer backflow valves on these two houses also. **Commissioner Christian** asked if someone could call Mrs. Johnson as she just texted him saying she got kicked out of the hotel and they did not sanitize her tub and shower, so she cannot take a shower. **CM Minner** stated he personally spoke with Mrs. Johnson about this about two weeks ago and Mrs. Johnson was not put back in her house, so he is not sure what she is talking about there. He asked

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Commissioner Christian, before he leaves to please give him Mrs. Johnson's telephone number, and he will call her after this meeting. He stated we had Mrs. Johnson's place pretty much fixed up, deemed it livable, and she moved back in then she contacted the city, went through channels and ultimately her issue came to him for the additional improvements. CM Minner stated he authorized those additional improvements, but also told her he did not think they needed to be done, but because she has had this incident on several occasions, he felt like it was the right thing to do. He said we would organize construction to do one bathroom at a time, and again the additional stuff she asked for was a new tub, new floors and vanities which are being put in.

Mayor Pro-Tem Bone had nothing this evening.

ADJOURN:

Commissioner Christian moved to adjourn the meeting. The meeting adjourned at 6:00 p.m.

Mayor

ATTEST:

J. Andi Purvis
City Clerk & Recorder

**MINUTES OF THE CITY COMMISSION MEETING
MONDAY, JULY 11, 2016**

The City of Leesburg Commission held a regular meeting Monday, July 11, 2016, in the Commission Chambers at City Hall. Mayor Hurley called the meeting to order at 5:32 p.m. with the following members present:

Commissioner Bob Bone
Commissioner John Christian
Commissioner Elise Dennison
Commissioner Dan Robuck
Mayor Jay Hurley

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

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

PROCLAMATIONS: None

MAYOR'S AWARD:

Mayor Hurley presented the Mayor's Award to Police Sargent Scott Mack who has been with the Leesburg Police department for 19 years. He has come up with an Action Plan "ACTION" (Addressing Crime Trends in our Neighborhoods) program. Chief Hicks stated Sgt. Mack has been crafting this program over a couple years and found an opportunity to implement this program. Sgt. Mack works on this program in his personal time and is accessible to our citizens 24 hours a day. This program has been wildly successful and violent crime, in one particular neighborhood, has dropped dramatically. This is a "pilot" program now and will be reviewed after a year to see if it can be implemented in other neighborhoods. Chief Hicks stated it is an honor to have Sgt. Mack as part of our Police department.

PRESENTATIONS:

LAKE COUNTY TRANSIT by TOMIKA MONTERVILLE

Tomika Monterville, Transit Manager for Lake County Connection and Lake Xpress, stated on behalf of Mr. Heath, County Manager, and the Commissioners, she wants to thank the City of Leesburg for time tonight to speak about Transit in Your Town.

She stated they have currently added two more bus routes for a total of seven, with the one really important and critical to Leesburg as being Route 2. The service in Leesburg constitutes almost over a third of the ridership for Lake Xpress, the fixed route system. Lake County Connection is their demand response system and that is the door to door service that many people with mobility impairments or mental cognitive impairments, seniors, or veterans use that service. Route 1, Route 2 and Route 1A (the new route) are the ones that serve Leesburg. Last year the ridership was about 300,000 people and of that 80,000 were from the Leesburg area. Leesburg has the highest riders in the system.

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There are eight shelter stops in Leesburg and an actual 108 transit stops to serve the residents throughout Leesburg. The most popular stop in Leesburg is at the Library on Main Street. The county is going to continue with the installation of these shelters and really wants to partner with the cities.

She stated she is really excited about the transit technology, the RouteShout traveler app, which the County Commission approved a couple months ago, as this is going to change the way they deliver services. This is a real time app, free for patrons to load on smart phones and be able to see where their bus is this fall. So if you are standing at the corner, you will be able to see the bus stop number, the next arrival time, and it will really help people plan for their lives and give them more options. Also coming to the area is the developing of bus stop design and siting guidelines and they will be looking for the cities to participate and be members of this advisory committee to help work on the guidelines.

Questions:

Commissioner Dennison stated she has received telephone calls from people who said they were forced to get off the bus at the Mall and then had to cross the busy road and she believes it was also on Dixie Avenue for the hospital. She asked is this has been addressed.

Ms. Monterville stated in siting the bus stops locations, what we have to look at is the legal duty of care on the transit agency. With the mall location, service began in 2007 and the stop was placed behind the mall next to the loading zone with no ADA accessibility and within one year the mall called and said they want the bus stop removed, so it was removed. Then within the same year customers called to complain and said that stop was convenient and they wanted it back. Looking at the location of many of the stops, there are many safety hazards, and that particular stop is not safe to access. Essentially, they put out a trash can and started stopping the bus in a parking island, that is not an ADA accessible stop, and recently had concerns because a patron was injured crossing 441 to get to the ADA bus stop in front of Rooms to Go. They are working on the issues, and in order to ensure no liability for the county, it was best to remove that stop and install an ADA pad and bench in front of Rooms to Go and then on the other side traveling west bound, put a stop in front of Duncan Donuts. The ADA pad will be on Radio Road and then Lake Boulevard and they are working with their Public Works department to identify how to work on the actual timing of the pedestrian signal because it is not enough time for an able body person to walk across 441.

Commissioner Dennison asked how is this going to affect the streetscape on Dixie Avenue because it now will become two lanes and if we have a bus stopping in the right lane then we are impeding traffic.

CM Minner stated he did not have an answer for that, but will have staff look into it. -

Commissioner Dennison stated she would like to make sure that there is a stop for Venetian Gardens.

Mayor Hurley asked if the new parking lot at Kids Korner could be used as a pull through bus stop.

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Ms. Monterville stated they do not like to do that because these are 35 foot buses and it takes a lot to navigate in these close spaces.

Commissioner Bone asked if Transit still does the stop where you are and waive the bus down.

Ms. Monterville stated they have eliminated that, with the exception of along Main Street because they do not have the posted signs, which is why it is so critical that they get their signs. It is just not safe now with the ADA compliance requirements to continue the flag stops. She stated Transit also offers travel training, which is really critical to many people who are intimidated, impaired, or scared to take the fixed route bus. Consultants will walk with them, ride the bus with them, and go to their home to discuss the trips they need to make. It may take a month to get acclimated, but they have someone to work with these patrons during the whole process.

Commissioner Bone asked about the cost for the little stops now with a bench and what looks like a solar light.

Ms. Monterville said the pad work for all the stops is anywhere between six to seven thousand dollars, the shelters are about another five thousand, and the sign and post are about \$1,500.

Commissioner Bone asked if those are solar lights and if they light up the benches.

Ms. Monterville stated they are solar, so at dusk or evening when the bus is coming, they patron can push the yellow button and it will illuminate so that the bus driver sees them.

Commissioner Christian asked if there is a specific point person with the city for contact or discussions. He thinks with all the future development coming into the city, that Dan should be somewhere in this mix to help with ordinances. We need to make sure we have good communication going both directions.

Ms. Monterville agrees and stated the good fortune right now, is that they are developing the capital request of FDOT for the next calendar year. They know shelters are needed along Main Street and some have been installed throughout the city already, but going forward quarterly meetings can be scheduled. She stated this is the beginning of a great relationship.

Commissioner Robuck asked if the signs downtown will match the style of the city's existing wayfinding signs.

Ms. Monterville stated anything that deviates from their logo and image, that people are familiar with, the city would have to do and pay for. Their brand recognition is with Lake Express and they would prefer that sign be used. The Lake Xpress sign could be affixed to one of the existing city posts wherever the bus stop is placed.

Commissioner Robuck asked if staff could talk to the county about getting them to match our wayfinding signs.

CM Minner stated yes, and staff will find out what other communities are doing as well.

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Commissioner Robuck asked if the bus stop ads comply with the city's sign ordinance.

Planning and Zoning Manager (PZM) Dan Miller stated he would have to look and see what is proposed, but thinks it probably will take an amendment to the sign code if the Commission wants to have it.

Ms. Monterville stated they are not trying to do any shelter advertising right now; the program is in its infancy.

Commissioner Robuck asked Ms. Monterville if she could provide a list of the specific businesses, like the dialysis centers, that she feels have special needs.

Ms. Monterville stated she can provide the list of transit and economic development tools that were provided the City of Groveland. She does not believe in reinventing the wheel, and there are a number of cities here in Florida that already have really good ordinances that speak to the minimums and maximums, so we can definitely work together and identify specific locations where we need to work on accessibility.

Mayor Hurley stated it is also good to see Director Dottie Keedy present, and also good to see our past Mayor, Mrs. Henderson, tonight.

CONSENT AGENDA:

Items pulled for discussion:

5.C.1 - Accepting a utility easement from the City of Mount Dora;

5.C.2 - Approving staff to move forward with negotiating the sale of 30 acres on the 470 property; and

5.C.3 - Assignment of operation of the Navigator Cafe by Beacon College to Sodexo USA, Inc.

Commissioner Bone moved to adopt the Consent Agenda except for 5.C.1, 5.C.2, and 5.C.3 and Commissioner Dennison seconded the motion.

The roll call vote was:

Commissioner Robuck	Yes
Commissioner Christian	Yes
Commissioner Bone	Yes
Commissioner Dennison	Yes
Mayor Hurley	Yes

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

CITY COMMISSION MEETING MINUTES:

Regular meeting held Regular meeting held June 27, 2016

PURCHASING ITEM:

Change Order No. 3 with Barracuda Building Corporation on the Seminole Avenue storm water improvement project for an amount of \$2,209.00.

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RESOLUTION 9822

Resolution of the City Commission of the City of Leesburg, Florida authorizing the Leesburg Police Department to allocate forfeiture funds for the "Kicks for Guns" Program; and providing an effective date.

RESOLUTION 9823

Resolution of the City Commission of the City of Leesburg, Florida authorizing the Police Department to purchase electronic traffic safety equipment; and providing an effective date.

ADOPTED RESOLUTION 9824 ACCEPTING A UTILITY EASEMENT FROM THE CITY OF MOUNT DORA

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

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA ACCEPTING A UTILITY EASEMENT FROM THE CITY OF MOUNT DORA PERTAINING TO LAND LOCATED IN MOUNT DORA, FLORIDA; AND PROVIDING AN EFFECTIVE DATE.

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

Mayor Hurley requested comments from the Commission and the audience.

Commissioner Robuck asked if staff knows what the cost is to do this and what type of rate is Mt. Dora paying us; a commercial rate or special rate.

Communication Utility Manager (CUM) Jim Lemberg stated he would be hard pressed to answer that off the top of his head.

Commissioner Robuck stated he is okay with the utility easement, but before doing this project would like to know if they are paying a commercial rate because he knows there are some people paying well below.

Commissioner Christian asked if this is already there and we are just making repairs.

CUM Lemberg stated yes, it is a repair effort on an existing service. It is an aerial cable that needs to be replaced and it is less expensive to replace it underground than it is to redo the aerial run, which is why the easement from Mt. Dora is needed.

Commissioner Robuck asked about the ongoing maintenance with underground.

CUM Lemberg stated it is minimal; probably less than there would be on an aerial run.

Commissioner Robuck asked for a list of the different rates our customers are paying and Commissioner Christian also asked for a price of what it cost to actually do this work.

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CM Minner stated that information will be provided.

The roll call vote was:

Commissioner Christian	Yes
Commissioner Bone	Yes
Commissioner Dennison	Yes
Commissioner Robuck	Yes
Mayor Hurley	Yes

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

ADOPTED RESOLUTION 9825 APPROVING STAFF TO MOVE FORWARD WITH NEGOTIATING THE SALE OF 30 ACRES ON THE 470 PROPERTY

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 STAFF TO MOVE FORWARD WITH NEGOTIATING THE SALE OF 30 ACRES ON THE 470 PROPERTY; AND PROVIDING AN EFFECTIVE DATE.

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

Mayor Hurley requested comments from the Commission and the audience.

Commissioner Dennison asked for the facts, figures, and time line of this project.

Deputy City Manager (DCM) Mike Rankin, introduced Sam Weekley, with Lake County Economic Development, and stated they have worked together on this project for the last six weeks; a project known as “Project Chill”. This project is designed to acquire some 30 acres for the building of about 625,000 square feet, entailing about 150 jobs, and the investment is about a \$110,000,000; a pretty substantial long term investment. This project has nothing to do with, but some of their clients are BMW, Chrysler, Dodge, UPS, and Lockheed Martin; that is the caliber of individuals they deal with. There is a Phase 2 component to this project of approximately another 204,000 square feet entailing another 70 to 80 jobs. The value for Duke power is about four million kilowatts per month, so it is a pretty substantial load, and you can see the schedule for the escalating abatement of some of the taxes we are proposing. With these present day numbers, he believes there will be about \$500,000 in new taxes a year; just on Phase 1. Staff is asking for the ability to move forward at \$20,000 an acre which gives some flexibility in the price to move forward and deliver as close to a pad ready site as we can.

Commissioner Christian stated he is okay with most of the tax abatement, but his concern is with item #2, the City will deliver a clear and graded rectangle footprint. He asked if this is saying the city will be responsible for going in and knocking down trees as opposed to the developer?

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DCM Rankin replied that is correct and it has been engineered to the site.

Commissioner Christian asked if we have a cost for the clearing and grating it and DCM Rankin replied yes, approximately \$100,000.

Commissioner Christian stated then #6, the City will offer in house engineering to aide with layout of the property and building footprint; what does this entail?

DCM Rankin stated that has already been provided.

Commissioner Christian stated so basically you are asking the Commission to do something staff has already done.

DCM Rankin replied we are just making you aware of the steps we have taken to move forward with this project.

Commissioner Dennison said sometimes you have to do some things ahead of time to make sure you get the business.

Commissioner Christian stated he just does not want to start a precedent of companies coming in to the city and saying they want a 100 acres now clear it for us.

DCM Rankin stated it was added in to the cost of the sale of the property above and beyond the price quoted to Core Slab to accommodate that work.

Commissioner Bone asked if the abatement amounts would start the year after purchase or after CO of the property.

DCM Rankin stated the first day they open the door for operations.

Commissioner Christian asked if they buy today and it takes them two years to build, are they going to pay taxes the first of the year on the vacant land and DCM Rankin replied yes.

CM Minner stated we can weave that in to the tax abatement ordinance and the tax abatement ordinance is something that is going to come back before the Commission, as well as the sales contract. Essentially, what we are trying to do, and it is a little bit different than the Core Slab issue, Mike has really been working on this and the company wants to basically know they have a ready partner.

Mayor Hurley stated this puts, actively right now about three things the city is working on down on 470.

DCM Rankin stated there are two others, all about the same caliber, one is at \$75,000 salary and the other one is at \$41,000 salary.

CM Minner stated if this happens, the city is looking at a 15% increase in the ad valorem, plus the 6% franchise fee from the electric sales from Duke.

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Commissioner Robuck asked how much the county going to tax abate for us.

DCM Rankin stated the challenge we face is there are states out there that have the ability to write a million-dollar check, slide it across the table, and say here is a million dollars now what do you need to make the project happen. We do not have that ability in Florida, so we are working with the county and the state to see what kind of creativity we can generate to help bring projects to this area. Leesburg has worked very hard along with the county to put this project there.

Commissioner Dennison stated she has not made a secret of the fact that she wants to make sure these jobs are coming to Leesburg. She would like the county to help a little bit more, and will bring this up to the County Commissioners and take it a little bit further. She knows the economic development here in Leesburg is quite capable of handling it on their own and this will be the second success that we have had; this is great.

CM Minner stated depending on where this commission stands, we have not had this discussion because we already have the tools on the property tax abatements, but that requires a referendum. So we really need to encourage the County Commission to get that referendum started and if the county decided to abate taxes they have to go through the ordinance process to get that on a referendum, so they probably are looking at six to nine months just to get the referendum questions started.

Commissioner Christian stated he thinks the county staff is working well with our staff in bringing these great companies that are still looking at Lake County. Leesburg is ready to go, so keep bringing companies to Leesburg.

CM Minner stated this has been a local effort, not a feed from the county. Frankly, Mike got this started and the county has had some other issues, but this is a city effort. Staff has gone to the county because they are a huge player when it comes to taxes and other issues, but this is local economic development.

DCM Rankin stated he has been in this business some 20 odd years, and is smart enough to know there are five people who get the credit for this project. He does not want the credit; he just wants the project.

Commissioner Christian stated and all our people in Leesburg get a job; that is where the credit goes.

The roll call vote was:

Commissioner Bone	Yes
Commissioner Dennison	Yes
Commissioner Robuck	Yes
Commissioner Christian	Yes
Mayor Hurley	Yes

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

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ADOPTED RESOLUTION 9826 APPROVING ASSIGNMENT OF OPERATION OF THE NAVIGATOR CAFE BY BEACON COLLEGE TO SODEXO USA, INC.

Commissioner Bone 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 ASSIGNMENT OF OPERATION OF THE NAVIGATOR CAFE BY BEACON COLLEGE TO SODEXO USA, INC.; AND PROVIDING AN EFFECTIVE DATE.

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

Mayor Hurley requested comments from the Commission and the audience.

Commissioner Bone stated through Beacon College the café was supposed to stay open from the time the Library opens until close, but he understands there has been a little bit of an issue over the hours with them now closing at some odd times. He wants to make sure if we assign this over that the new operator will honor the lease and the hours of operation as stated in the lease.

Library Director (LD) Lucy Gangone stated yes, when the café first opened they were keeping to Library operating hours, but then as they saw their traffic fall off dramatically in mid to late afternoon, they did start cutting back to 2:00 p.m. on Saturdays and 4:00 p.m. on weekdays. Because they were employees of the college, when the college had a staff meeting, they needed to close for half or the whole day. She thinks this will change now because they will be employees of Sodexo and not the college. This will be one of her items to discuss when she meets with Sodexo.

Mayor Hurley asked if language could be placed in the contract of a penalty if they fail to comply.

CM Minner stated this is really a technicality in the lease, because as the new company comes in they want to close down the café to get things fixed up and pursuant to the lease they cannot do that. This is an opportunity the city wants and he thinks Sodexo is going to be a great provider; they do serve Starbucks. Leesburg will have a Starbucks downtown, not the big giant Starbucks sign, but this is a benefit for the city, it is a benefit for the college, and it is a benefit for the Library. He stated this is a housekeeping item and thinks they deserve a little bit of flexibility.

The roll call vote was:

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

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

ADOPTED ORDINANCE 16-28 CORRECTING A SCRIVENER'S ERROR FOR THE MINIMUM HOUSE SIZE ON ORDINANCE NO. 15-44, RANCHES OF ORLANDO

City Clerk Purvis read the ordinance by title only, as follows:

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA AMENDING EXHIBIT A OF ORDINANCE NO. 15-44, WHICH ESTABLISHED PLANNED DEVELOPMENT CONDITIONS FOR THE REZONING OF THE RANCHES OF ORLANDO LLC PROPERTY, IN ORDER TO CORRECT A SCRIVENER'S ERROR IN THE OMISSION OF REVISIONS DISCUSSED AND AGREED UPON AT THE TIME OF ADOPTION; AND PROVIDING AN EFFECTIVE DATE.

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

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

The roll call vote was:

Commissioner Robuck	Yes
Commissioner Christian	Yes
Commissioner Bone	Yes
Commissioner Dennison	Yes
Mayor Hurley	Yes

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

TABLED ORDINANCE AMENDING SECTION 25-292(16) "OUTDOOR STORAGE AND DISPLAY OUTSIDE THE INDUSTRIAL ZONING DISTRICT"

Commissioner Bone 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 ESTABLISHING NEW CRITERIA FOR OUTDOOR STORAGE AND DISPLAY IN COMMERCIAL AND PROFESSIONAL ZONING DISTRICTS; REGULATING USE OF TRAILERS AND OTHER TEMPORARY STORAGE FACILITIES IN COMMERCIAL AND PROFESSIONAL ZONING DISTRICTS; PROVIDING FOR EXEMPTIONS; REPEALING §25-292(23) AND OTHER CONFLICTING ORDINANCES; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

Mayor Hurley requested comments from the Commission and the audience.

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Commissioner Christian asked if this went through Planning and Zoning as he did not see any planning commission minutes attached.

CM Minner stated yes, it did go through the planning commission.

Commissioner Dennison asked why the planning commission turned this down.

Planning and Zoning Manager (PZM) Dan Miller stated they felt it was not business friendly and would result in excessive restrictions on businesses in the community. They asked staff to be very specific and make sure that message was conveyed to this commission. He apologized for not attaching the minutes and stated he would make those available.

Commissioner Robuck stated he is wild about this, but does agree and very specifically the more he read this, it is very anti-small business, because we have exempted every big business in the world out of this. Romac is exempt, Tractor Supply, Lowe's, every shopping center in Leesburg is exempt, so this is only going to target small businesses and he does not like that idea; thinks it is just too restrictive. When this was originally discussed at the workshop, we said if going to do this then it should apply to the entire city, but that is gone and now we are back to only the corridors. He thinks the 50 feet from residential zoning districts is entirely unfair; if someone has put in a commercial business knowing what the rules were and then now because they are closer to a residence than other businesses they could possibly have no outdoor storage at all. He thinks there are a lot of issues with this and thinks the reason it has to exempt everything is because this basically is addressing one specific site of the city, nothing else. He does not think it is practical to keep small businesses from operating and doing business unless they want everything inside.

Mayor Hurley stated obviously he disagrees and wants to be clear, this is not just about one business. Yes, we have agreed to exclude such places as Romac or any business that has done a business plan, put their money up front, who have looked at their business and know what they are going to do; not somebody who just pulled over on the side of the road, started pulling stuff out of their trunk, and say I am a small business. That is the furthest thing from what is taking place at that one specific site mentioned. That business has changed hands four times and should have already been shut down by the ordinances that have already been addressed. We started this whole process to try to clean up blight, and the fact of the matter is, this is an eyesore for the community, and it already violates some existing code enforcement issues. We are trying to put something in place that will stop the next guy from coming into town, stopping wherever, and saying I am a small business because I bought some junk and I am selling it; this is not a flea market. We have other places, one right across the street where they had to put in sidewalks and do all kinds of things to meet city code and it is the exact same business; a thrift store. We are addressing someone who refuses to comply with any city code, and the bottom line is when you have food spoiling, running down the street and all kinds of junk stuffed there, it is a problem. He understands they have a business license, but to say this is a business that went out and put together a business plan to operate in the City of Leesburg and be an asset to the community, he thinks that is a little harsh to try and paint that picture.

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Commissioner Robuck stated the whole discussion was about this one business, which he agrees there are problems and probably are some existing code violations, but thinks we are taking a sledge hammer to deal with that one small problem. This is going to put people out of business. They cannot have any more than 5% of their square footage outside; cannot store anything outside, even if it is in a shed or building. Why do we care if it is stored in a shed or building outside?

Mayor Hurley stated, having been in the retail business for quite a long time, no one puts all their retail stuff out on a side walk or outdoors, but can if it is part of their business plan. If somebody came in and wanted to open a business we would make exceptions to fit them.

Commissioner Bone stated he thinks there are some legitimate concerns from both Commissioners. He stated there is one piece of property across the street from Picciola Road that has some pretty odd stuff stored outside. He does not know how that ever got permitted with a chain length fence and some dead palm trees, for people to be able to put wood chippers and other stuff out there to be stored and sold there.

Commissioner Robuck stated this does not address them because that is equipment and they are exempt.

Commissioner Bone stated he wonders if this is really addressing the issue.

Mayor Hurley stated that is a legitimate question. If you have a tire guy, he does not have to go out and build a new building because this actually does allow him to go out and put up a fence to store them inside the fence.

Commissioner Robuck stated no, this says cannot use sheds or buildings.

Mayor Hurley stated outdoor storage allows it, but outdoor sales does not.

CM Minner stated Commissioner Robuck is correct as in the sales portion of this, the display area, the lean-tos, and the out buildings on those type things are not permitted.

Mayor Hurley stated used tires pulled off a car and waiting for pickup, they would not fall under display, they would fall under storage.

CM Minner stated he would classify a tire as a display and typically tire sales, whether it is a re-tread or whatever, the business man is going to own them and is going to display their tire out front. A display of that type activity he would think then falls into the 10% of area, so if the tire store or whatever effected store is a 1,000 square feet, then they could put tires out in a 100 square foot area. Those tires would go out and then come back in.

CA Morrison stated there is a distinction if you are storing things outside, without the intention of people looking at those as merchandise readily for sale, then that is outdoor storage and the Mayor is correct that you could fence that subject to the setbacks. If you are using the outdoor area as sales display, which a number of businesses here in

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Leesburg do, then that is outdoor sells and it is subject to a more stringent regulation; you have to bring it in at night and cannot use the temporary facilities for it.

Mayor Hurley stated we have been trying to address blight and if we have a struggle with this, he would rather tell staff what we are struggling with so we can address it. He does not want to come back before the vote and we just say we had some issues, we are tired of dealing with it and leave it. He stated if this is voted down, he does not ever want to hear another word about blight, because he is tired of hearing about how somebody cannot get their grass mowed and we are going to go down and fine them and end up levying their house, but we are going to let anybody come to town, open up a junk store, and just say well that is okay because it supports some small business. We are just going to look like the junk store city and he is not going to go for that.

Commissioner Christian stated his problem with blight is when you go in the neighborhood and a house has been broken down for 10 years, there is a law on the books but nothing has been done about it. He thinks this ordinance, like Commissioner Bone mentioned about the little chain link fence property with stored equipment and then this ordinance does not address it, but then someone is going to knock on someone's door who has been in business for 35 years and say hey, you are out of compliance. They are doing a good business, have some storage out there and this is how they fed the family, but now we want them to bring everything in and say you can only use so much percentage of your small building space. They may be downtown, but even downtown you bring stuff outside and bring it in, just trying to make a living. His only concern about this ordinance is he thinks it is really far reaching and we are probably going to impact people that we are not thinking about right now. Get off the corridor and go on some streets that have been like this for 15 to 20 years, not just yesterday, and we ride by them because they are in certain neighborhoods and we do not do anything about them. He stated it is kind of amusing that we are sitting here angry, but for 15 years he has been angry, has been talking, bringing in pictures, and all a sudden now we talk about blight. His whole issue is passing an ordinance and it hits people that we are not intending to hit. Leesburg is not Mt. Dora or the Villages, and we can make the most stringent ordinances we want, but if we are not going to be conducive to Leesburg, Florida, he thinks we are making a mistake, because you have to look at where we are. Mt. Dora has different laws and ordinances, just look at the Goodwill and the Auto Zone buildings, but he asks with this ordinance will companies build in Leesburg with the same demographic and same foot traffic, because the Transit people tonight told us we have the most stops in the whole county. Commissioner Christian stated he is just concerned that this reaches a little too far and it may hurt businesses that are doing a great job and have been here for a long time that are not problematic businesses.

Commissioner Bone asked if there is a way to do outdoor storage so that it does not interfere with the small business, but could be done in a way that there are additional use permit requirements so that it can at least be done in a clean, neat, and orderly fashion. The business would have to go before the planning board to get a conditional use permit for specific restrictions as to their particular conditional use for the outdoor storage on a case by case basis. Whether there is going to be a fence or not, what type fence, and how much can be stored based on that particular piece of property, because he thinks the real concern is that some of this storage is just unsightly.

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Mayor Hurley stated as to the one location on Lone Oak, that he is referring to is the trash, the tractor trailers that have been sitting out there for 15 years, and the lean-tos that have been built; it goes so far beyond just a bicycle or a lawn mower. He agrees for that for 15 years we have had issues with blight and Commissioner Christian has been beating the drums, but the City of Leesburg has done more in the last four years working on blight to knocked down buildings and clean things up than it has in the last 15 years because we have joined together to start working to address the blight issue throughout our community. Why in the world would a dollar general or a waffle house or anything, want to come here when they drive down our roads and see these kinds of buildings and say oh they are small business friendly but all the property around here looks like a dump so, yes we want to spend extra money to bring a nice facility here or we could just give them the strip down version because obviously they do not care what their community looks like. When you travel down Main Street there ought to be some guidelines in our beautification ordinances to address what this city is going to look like for our kids coming up. He just wants a city that is getting better, not getting worse or staying the same and getting worse because we want to say they have been doing it like this for 15 years. The issue is maybe that building should not be a thrift store, maybe it should be a book store or something else, but something needs to come from this Commission to give staff some direction besides the fact that we are just going to sit here having discussion. They put in all this work and we are just going to vote it down because we do not like it, that is not right for us, not right for them, or not right for our community. If there are some things we need to address then he thinks, if nothing else table it and have another workshop.

Commissioner Christian stated these same issues, speaking on tonight, were brought up at the workshop. He thinks this is far reaching.

Mayor Hurley asked what about an existing business being grandfathered in, but the next guy that comes in before he can open up would have to come up to whatever the level of standard is.

Commissioner Bone stated you cannot do that; it would have to be shut down for a certain length of time or they would have to get a threshold of so much monetary improvement to the property. If they just come in and change hands it continues on indefinitely; it is a non-conforming use until it is closed for six months.

Commissioner Robuck asked if an existing ordinance could be amended as to the use of portable storage in the city, because he does agree that running a business out of a stationary semi-trailer is not okay. He also does not think we should be regulating how much someone can store outside; he thinks we should be regulating how they do it.

Commissioner Bone stated he does not want to drive through Leesburg and see a lot of fences 10 or 25 feet off the road; that is why he brought up the conditional use permits. We want the city to look tidy, so take what these small businesses are and the people trying to make a living, and you can become eccentric in how you organize what some people might call junk that they are trying to sell. Being eccentric can be kind of fashionable to people who would be attracted to come and shop. With a conditional use permit, it would require those who want outdoor storage to come in for review to make sure it is done, for lack of a better word, in an eccentric way that is quant, clean, and

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orderly, and then it can possibly be approved by the planning commission with input and conditions. This would also give code enforcement an additional key to go out and say you have expanded your inventory too far out into this area, cut it back or whatever.

PZM Miller stated on the list of permitted conditional limited uses, staff could look at that and at the specific zoning categories to add something for a conditional use permit if the Commission chooses.

Commissioner Christian asked what about an already existing business.

PZM Miller stated right now that is pretty much the issue because they would have to be closed for a certain period of time.

CA Morrison stated similar to what they do in sign ordinances, you can impose a reasonable, and he is not prepared tonight off the top of my head to define what reasonable is, but a reasonable amortization period after which even existing buildings have to come into compliance. If the requirement turns out to be get a conditional use permit, then that can be a relatively short period of time as compared to sign ordinances which typically are years because you are not saying tear down something you spend \$100,000 on last week and replace it with a shorter one. You are saying come into compliance by getting a permit and let's see if you are going to be able to do this here and how you are going to do it.

Commissioner Bone asked if this ordinance passes as is, and if talking about this one particular property on Main Street, how much of that can go in non-compliance with the new ordinance or how much of that can we go and tell them you have to stop doing all this right now. Are they going to be grandfathered in for some of what they are doing now?

CA Morrison stated it is either 120 or 180 days, but thinks it is 120. They can be a thrift shop, but would have to get rid of the semi-trailers, would have to fence the outdoor storage that remains and would have to meet the setbacks for that fencing and the size requirements that are in the ordinance, whether it turns out to be five or ten percent. So, yes they could persist in the thrift shop operation with some outdoor presence but not anything close to what they have now.

Mayor Hurley stated somewhere there has got to be a fix. We have a reputation as a city and are always going to have one, whether good or bad, and that is just the truth. We will keep having discussions about this stuff and it looks like he is mad and leaving, but he is already late for a conference where he is supposed to give a speech at 7:30 p.m., so if you will all save your comments for me for the next meeting.

Mayor Pro-Tem Bone took over the meeting.

Commissioner Christian asked the City Attorney if he can bring back the conditional use time frames should the Commission go that route.

CA Morrison stated he thinks if the Commission went to a conditional use it would be a material change to the ordinance and would have to go back to a first reading. It might

MINUTES OF THE CITY COMMISSION MEETING MONDAY, JULY 11, 2016

be the best thing to do would be to table it if that is where you are headed and it sounds like the consensus of other than the Mayor and we have not yet heard from Commissioner Dennison. He stated what he has heard, from the other side of the dais, is yes you want to do something, but not this, so go back and figure out something else.

Commissioner Dennison asked if we could do what was mentioned as far as giving them a time frame of when it has to be cleaned up, she would go along with that; absolutely. She does think that what has been developed is too restrictive, and yes, Commissioner Robuck the whole discussion started on one particular building that one person on this floor had a problem with, so why punish everybody else in the city. She agrees with Commissioner Christian and Commissioner Robuck that as this looks right now there has got to be a better way.

Mayor Pro-Tem Bone asked if anyone like to make a motion to table.

Commissioner Dennison moved to table this item until such time that something can be developed that is fair to everyone in the city and Commissioner Christian seconded the motion.

Mayor Pro-Tem Bone stated he does think we do need to move forward with something, and staff has put a lot of work in on this already, but he thinks it does need to be cleaned up.

The roll call vote was:

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

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

Mayor Hurley left the meeting at 7:10 p.m. to give a speech at a conference and Mayor Pro-Tem Bone took over the meeting.

ADOPTED RESOLUTION 9827 AUTHORIZING TO FORM THE PLAN COMMITTEE TO MONITOR OPERATION OF THE CITY'S 457(B) PLAN AND 401(A) PLAN

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

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA APPOINTING A PLAN COMMITTEE TO ADMINISTER AND MONITOR OPERATION OF THE CITY'S 457(b) PLAN AND 401(a) PLAN, SPECIFYING THE DUTIES AND RESPONSIBILITIES OF THAT COMMITTEE, ITS AUTHORITY TO ACT ON BEHALF OF THE CITY IN CERTAIN TASKS, AND ITS AUTHORITY TO EXECUTE CERTAIN DOCUMENTS ON BEHALF OF THE CITY; AND PROVIDING AN EFFECTIVE DATE.

MINUTES OF THE CITY COMMISSION MEETING MONDAY, JULY 11, 2016

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

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

The roll call vote was:

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

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

INFORMATIONAL REPORTS:

Miscellaneous Accounts Receivable Customers with City Attorney
Expected Write-offs as of April 2016
Report of Receipts and Disbursements by Fund April 2016
City Manager Contingency Fund

CITY ATTORNEY ITEMS: None

CITY MANAGER ITEMS: None

PUBLIC COMMENTS:

Don Lukich pointed out that it is hard to understand the Commissioner; it sounds as if they are mumbling. He asked that they speak more clearly into the microphones so everyone can hear; including the television audience.

Danny Bechtel, representing his mother Judith Bechtel, stated there is property owned by the city that has been discussed to be donated to the CDC, and the property they are inquiring about is located at 1112 W Line Street. This property is located in the historical district and they feel this property should be made available to bid as property in the historical district should be preserved and if not preserved it should be destroyed. **Mayor Pro-Tem Bone** stated there is a workshop on this tomorrow at 5:30 p.m. and that property is on the list. **Commissioner Dennison** stated the Commission did not approve the CDC; that is still an open issue. **Commissioner Christian** stated it was a proposal. **Mr. Bechtel** stated a letter was drafted and was hand delivered by his mother earlier today to each of the Commissioners and the Mayor. **CM Minner** stated the Commission does not have a copy of that letter, it is on his desk, he id received it late today, and he will get them out. Essentially about the same time that the CDC approached the city, so did Mrs. Bechtel. He asked Mrs. Bechtel if she did have interest in that to write a letter so that would dually inform the Commission and be part of the discussion making process as you move forward in the inventory discussion which is tomorrow. **Commissioner Robuck** stated the Commission will not actually vote on anything at the workshop, this will be discussed and it will then have to come to the Commission again.

ROLL CALL:

Commissioner Dennison asked what is going to happen with the gas station at 14th and Main; she is constantly getting questions. **CM Minner** stated staff is still with the property owner to get all the concrete removed; they have given us permission, and we are still mobilizing to get that cleaned up a little bit better. **Commissioner Dennison** asked if they still own the property, why shouldn't they be doing this. **CM Minner** stated the concrete pad and the residual issues at that corner are not a code enforcement infraction at this time and so if it is not meeting our standard, it really needs to be our cost to remove those. The city really does not have any grounds on the property maintenance side to have them remove those. **Commissioner Dennison** asked if an agreement can be made with this owner so that after the city cleans up this corner they do not come back and then try to sell the corner. **DCM Rankin** stated he has been in contact with the property owner several times now, she does have an interest in selling the property, and she also knows we have an interest in helping her improve that property. We have already stepped up and removed the canopy and she is supposed to be coming into town to meet regarding that piece of property. **Commissioner Dennison** said she does not want to see the city go through the expense of cleaning up that corner and then she comes in and sells it out from under us when we paid for it. **DCM Rankin** stated it has been made very clear that we foot the bill for that. **CM Minner** stated the bottom line here is if we want to enforce something above the code, that is a cost that we are going to have to absorb, and our investment is that it does ready the property. If we want to remove blight, this is a cost we have to absorb and the complaints from this board were the canopy is ugly we need to get rid of it, we did, we absorbed that cost to the tune of about \$7,500. That building was ugly and we were able to use the code to get it down, but where we were not able to use the code we stepped up to the plate, invested public dollars in that private property, and that public investment has created a more attractive parcel for that person to sell and then hopefully it gets redeveloped and with redevelopment the city increases its tax base. **Commissioner Dennison** asked if the tanks still there and **CM Minner** stated to his knowledge the tanks are still there and that is a cost you do not want to bare. **Commissioner Robuck** stated the tanks are gone. **Commissioner Dennison** stated several weeks ago she had mentioned a letter from Representative Larry Metz regarding setting up a public municipal utility group and asked for an update on that. **CM Minner** stated he thinks this is a long term proposition and so the status update on that is it has not moved forward. In the next several weeks into probably the end of August we are going to be tied up with a couple of different workshops, the budget, and he thinks the utility authority issue is definitely one the city does want to look into. He thinks Representative Metz has an extremely valid point with his comment about creating representation for utility customers not inside city limits thereby they do not have a vote for representation and it puts them in that capitulum of not really represented by the public service commission nor are they represented by the elected body. However, he think this issue goes deeper than just the electric system; there is also that phenomena for the gas system and for the water sewer system, so thinks as we investigate this utility authority we really need to give thought to a) how deep we want it to go in terms of how it cuts across all our utilities; and b) one of the important things in that letter from Representative Metz was not just to have this shell game of the appearance of representation; there needs to be true representation. He is hesitant to put this on an agenda or encourage a workshop on this in the next couple months especially while the budget moves forward. **Commissioner Dennison** stated her last issue is of course our

MINUTES OF THE CITY COMMISSION MEETING MONDAY, JULY 11, 2016

Policemen and after what happened this week, she thanks God we have the policemen we do here in Leesburg. She wishes everybody would realize that they are people just like you and me, they have families, but the only difference is that every day they are out risking their lives to protect us. She asked everyone to please, in your prayers, remember our first responders, our police department; they are really important.

Commissioner Robuck stated he spoke to Representative Metz as well on the utility issue and is certainly not opposed to looking at it, but thinks the one thing that needs to be pointed out, the people who are really pushing this hard failed to mention that a Duke customer really does not have representation. They cannot call Duke, in fact if you call us you are probably going to get more push back on it, and while they technically could go to the Public Service Commission you can imagine where that is going to get you. On code enforcement issues, he has talked to staff and still thinks we need to push a little harder. As to the mall sign, permission was given to put up that giant led thing with the caveat specifically that they were going to build this big entrance with a water feature and to his knowledge they have not done anything on that at all; it has been like 15 months and it needs to get going. He stated as to the golf course recently annexed into the city, we spoke to them ahead of time about if they come in, then they understand that they fall under city code regarding maintenance, and that thing still has not been maintained. He thinks if they are not going to develop it, then they need to look at the condition of the property.

Commissioner Christian had nothing this evening.

Mayor Pro-Tem Bone stated it is good to see our former Mayor Henderson tonight. He said as to code enforcement there is an issue in their neighborhood with a couple houses where he sees code enforcement has taken some action there on Lee Street. He is glad to see on one of them particularly, which has been getting worse and worse, it is boarded up now which is an improvement from where it was. Thank you for taking care of that. He also noticed that tonight we approved purchase of two speeding monitors for our Police department and knows that is a real serious compliant that people have in the city. He was out talking to a neighbor on his street last night, and they watched two or three cars speed by pretty quickly so hopefully this will help address some of that problem. Lone Oak is another street where people are real concerned and complaining about, so hopefully this will have some improvement on our speeding issues.

ADJOURN:

Commissioner Christian moved to adjourn the meeting. The meeting adjourned at 7:27 p.m.

Mayor

ATTEST:

J. Andi Purvis
City Clerk & Recorder



AGENDA MEMORANDUM

Item No: 5.B.1.

Meeting Date: August 8, 2016

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

Subject: Resolution authorizing execution of a Task Order No. 4 for upgrades for the
Center Street Sub Station

Staff Recommendation:

Staff recommends approval of the resolution authorizing execution of Task Order No. 4 with Booth & Associates, LLC. For an amount not to exceed \$65,500.00.

Analysis:

The purpose of this Task Order is to engage Booth & Associates to provide professional engineering services to design upgrades for the Center Street Sub Station of the City's electrical system.

The City's Circuit Switchers on bank 1 and bank 2 are at the end of their economic life. The Electric Department would like to remove these circuit switchers and install Hitachi 69kV circuit breakers. Along with this upgrade, Duke Energy has agreed to partner with the City to help with the install and upgrade breakers and to move their transformers to where our new breakers to be. By partnering with Duke Energy at the time of their upgrades the City will save money on installation and relocation cost.

The Scope of Service includes replacing (2) 69kV, 1200a S7C circuit switchers with (2) 2000A Hitachi HVB circuit breakers. In addition, some of the station's relaying will be upgraded. Duke Energy will be replacing much of the 69kV high-side bus and structures and all of the 69kV breakers and associated relaying. The major construction for both the Leesburg and Duke Energy improvements will be performed together. The upgrades and relay protection for both Leesburg and Duke Energy will affect each other and must be carefully coordinated and agreed upon.

Procurement Analysis:

On July 23, 2012 the City Commission approved resolution 9049 for the execution of a Continuing - Services Contract with Booth & Associates, LLC. As permitted by Florida Statute 287.055. This Task Order No. 4 is being executed under the Continuing Services Contract and in accordance Florida Statute 287.055.

Options:

1. Approve execution of the Task Order with Booth & Associates, LLC.; or
2. Such alternative action as the Commission may deem appropriate

Fiscal Impact:

The remaining funds in East and North Substation Project will be covering this new project.

Submission Date and Time: 8/4/2016 1:37 PM

<p>Department: <u>Electric</u> Prepared by: <u>Mike Thornton</u> Attachments: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Advertised: <input type="checkbox"/> Not Required <input checked="" type="checkbox"/> Dates: _____ Attorney Review : Yes <input type="checkbox"/> No <input type="checkbox"/> _____ Revised 6/10/04</p>	<p>Reviewed by: Dept. Head _____ Finance Dept. _____ Deputy C.M. _____ Submitted by: _____ City Manager _____</p>	<p>Account No. <u>041-1099-531.31-30</u> Project No. <u>410012</u> WF No. <u>WF1019347/001</u> Req. No. <u>48438</u> Budget _____ Available _____</p>
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RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE TASK ORDER NO. 4 WITH BOOTH & ASSOCIATES, LLC. FOR PROFESSIONAL ENGINEERING SERVICES TO DESIGN UPGRADES FOR THE CENTER STREET SUB STATION FOR AN AMOUNT NOT TO EXCEED \$65,500.00; 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 to execute Task Order No. 4 with Booth & Associates, LLC, whose address is 5811 Glenwood Avenue, Suite 109, Raleigh, NC 27612 (email address: Matzamr@booth-assoc.com) for professional engineering services to design upgrades for the Center Street Sub Station in accordance with the Scope of Services and Fee in the professionals' proposal.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held the 8TH day of August 2016.

Mayor

ATTEST:

City Clerk

**TASK ORDER NUMBER 4
TO AGREEMENT FOR PROFESSIONAL SERVICES
ON A CONTINUING BASIS**

THIS TASK ORDER is made as of the 8th day of August 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 **BOOTH & ASSOCIATES, LLC.** whose address is 5811 Glenwood Avenue, Suite 109, Raleigh, NC 27612 (hereinafter referred to as the "PROFESSIONAL").

WITNESSTH:

WHEREAS, on July 23, 2012, pursuant to resolution 9049 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 4 (hereinafter referred to as "Task Order") for a fee not to exceed **\$65,500**.

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 Fee pursuant to the terms and conditions set forth in the Booth & Associates, LLC. (Attachment "A") for the

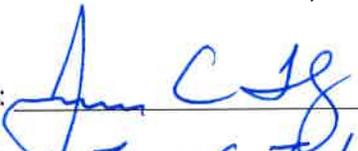
**CITY OF LEESBURG CENTER SUBSTATION 69KV UPGRADES
(PROFESSIONAL'S Project No. 160005-0062)**

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.

BOOTH & ASSOCIATES, LLC.

By: 
Printed: James C. Turley
Its: President
(Title)

THE CITY OF LEESBURG, FLORIDA

By: _____
Jay Hurley, Mayor
Attest: _____
City Clerk

ATTACHMENT "A"



Booth & Associates, LLC
CONSULTING ENGINEERS

Center Substation 69kV Upgrades Project Scope

Revisions

Date	By	Description
7-1-2016	C.H.Weathers, PE	Initial issued, as part of the Engineering estimate.

1 Project Identification

Client	Leesburg, City of
Project Name	Center Street Substation Upgrade
Leesburg Project Number	WF-xxxxx
Booth Project Number	160005-0062 proposal
Booth Project Manager	Court H Weathers, PE
Project Stakeholders	Patrick Foster, Leesburg Electric Director Dave Thomas, Leesburg Electric Supervisor Ken Bowling, Leesburg Oscar J Salas, Duke Energy engineer Douglas Engley, PowerGrid project manager

2 Scope

The City of Leesburg, Electric Department, Substation Group is upgrading the Utility's Center Street Substation. This includes replacing (2) 69kV, 1200A S&C circuit switchers with (2) 2000A Hitachi HVB circuit breakers. In addition, some of the station's relaying will be upgraded. Duke Energy will be replacing much of the 69kV high-side bus and structures, and all of the 69kV breakers and associated relaying. The major construction for both the Leesburg and Duke Energy improvements will be performed together. The upgrades and relay protection for both Leesburg and Duke Energy will affect each other, and must be carefully coordinated and agreed upon.

2.1 Engineering Tasks

1. Coordinate project scope and relay design with Duke Energy and their subcontract engineers from PowerGrid. This would include:
 - 1.1. One-lines & protection schemes.
 - 1.2. Wiring demarcation.
2. As this project involves the Duke Energy 69kV transmission system, review NERC/FERC requirements. (Preliminary evaluation: at 69kV, no requirements are expected.) It is not expected that Duke will have communications access to any of the Leesburg infrastructure. The control interfaces will be accomplished through hard-wiring. Programming the Leesburg RTAC to serve Duke Energy as a slave RTU serving DNP 3.0 could be investigated, but is not included in the present scope of work.

ATTACHMENT "A"

Center Substation 69kV Upgrades WF-_____

2016

3. Design the physical change out of the S&C circuit switchers with Hitachi HVB circuit breakers.
 - 3.1. Physical location.
 - 3.2. Foundation design.
 - 3.3. Coordination of design with Duke Energy.
 - 3.4. Clearance evaluation. (The site is very restricted and crowded.)
 - 3.5. The scope does not include Bill of Materials (power jumpers, bus fittings, etc.).
 - 3.6. The scope does not include upgrades to the conduit system.
4. Evaluate the existing SEL-351S relay for Bank 1 69kV Breaker L-131 for compatibility with the new design. Repurpose this existing relay to provide the new breaker control and the existing transformer backup overcurrent protection.
5. Add Breaker Failure protection to the repurposed Breaker L-131 Control relay. Breaker Failure protection will include a 86BF lockout.
6. Design the new bank 2 69kV Breaker L-131 Control relay (SEL-351S). This relay will provide breaker control and transformer backup overcurrent protection. This will be mounted in the existing relay Panel 10.
7. Include Breaker Failure protection within the Breaker L-131 Control relay. Breaker Failure protection will include a 86BF lockout.
8. Replace the existing Transformer 2 differential relay system with a SEL-387E relay. This will be mounted in Panel 10.
9. Upgrade the existing 13kV Bus 2 Breaker L-277 by adding a new SEL-351S relay, which will provide breaker control and bus backup overcurrent protection. The breaker itself is not being upgraded at this time, therefore, it is expected that the new protective relaying will be mounted in the control house, within Panel 10. The Bus 1 Breaker L-276 was upgraded in 2014, and the new breaker incorporated the SEL-351S relay within the breaker's control cabinet.
10. Duke Energy is expected to connect to the load-side CTs of the new 69kV breakers (L-131 and L-201) for 69kV differential bus and/or transmission line protection. Engineering design will include bringing the breaker connections to the Demarcation, and providing the resulting drawings to Duke Energy.
11. Design the Demarcation between Leesburg equipment and Duke Energy. It is expected that the termination rack will be the demarcation point.
12. Design an automatic transfer scheme, such that a loss of 69kV from Duke Energy will initiate reconfiguring the 13kV buses to supply Leesburg's feeders from the remaining transformer. Such a scheme may require initiation from Duke Energy's relays. The system may also need to evaluate the potential to overload the remaining transformer.
13. Provide construction activity and schedule coordination between the Leesburg efforts and Duke Energy efforts.
14. On-site construction inspections by experienced Booth staff is being offered as an option.

ATTACHMENT "A"

Center Substation 69kV Upgrades WF-_____

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2.2 Engineering Deliverables

1. Engineering drawings from Duke Energy/PowerGrid will be reviewed, and hand marked to show corrections and clarifications. Only about 17 drawings are expected to require marks to be returned. No more than two reviews are expected for each drawing. (See attached drawing list)
2. Drawings will be engineered and provided in PDF format for review by Leesburg and Duke Energy/PowerGrid. Only about 43 drawings are expected to require engineering. Changes or corrections noted by Leesburg or Duke Energy/PowerGrid will be incorporated into the drawings before being "Issued for Construction." No more than one review cycle is expected for approximately 30 drawings, and no more than two review cycles are expected for the remaining approximately 13 drawings. (See attached drawing list)
3. Relay settings will be provided for the six relays involved, in native Schweitzer file format. Operator pushbutton labels for the relays if required. The relays include:
 - 3.1. Breaker L -201 Control (SEL-351S), new.
 - 3.2. Transformer 2 Primary (SEL-387), new.
 - 3.3. Breaker L-277 Control (SEL-351S), new.
 - 3.4. Breaker L-131 Control (SEL-351S), revised for new breaker control.
 - 3.5. Breaker L-276 Control (SEL-351S), revised for auto-transfer, if required.
 - 3.6. Breaker L-4255 Control (SEL-351S), revised for auto-transfer, if required.
4. A listing of major relay components will be provided which need to be procured (e.g. 86BF lockout relay part number). Procurement is the City's responsibility.

3 City Responsibilities

1. Provide contact information for Duke Energy and Power Grid Engineering staff. [Completed]
2. Provide a rough Draft of Intent. [Completed]
3. Up to date drawings, in CAD file format.
4. Procurement of equipment and components.
5. Construction and installation including: old equipment and foundation removal, installation of new foundations and major equipment, relay installation and wiring, etc.
6. Commissioning and testing. As design progresses, the requirements of commissioning and its schedule will become defined. Commissioning services can be provided by Booth staff, but is not included in the present scope of work.
7. Relay drawings, hand marked with "as built" changes for Engineer's review.
8. Incorporating "as built" marks into the final CAD drawings.

4 Schedule

<u>Date</u>	<u>Milestone</u>
3/31/16	Kick-off conference call with Leesburg, Duke Energy, and Booth.
5/26/16	Leesburg issues rough Draft of Intent and formal WF Scope. Booth begins preliminary coordination with Duke Energy and PowerGrid.

1019347/1

ATTACHMENT "A"

Center Substation 69kV Upgrades WF-_____

2016

- 7/5/16 Booth begins engineering efforts.
- 9/5/16 Drawings issued for review. [preliminary date]
- 9/26/16 Drawings issued for construction. [preliminary date]
- 10/17/16 Relay settings issued. [preliminary date]
- 10/3/16 Site construction begins. [preliminary date]
- 11/23/16 Commissioning complete. [preliminary date]

5 Attachments

1. Center Substation Drawings List

The Center Substation Drawings List is attached and provided for reference. The list included as part of the 7/1/2016 issue of this Project Scope, was printed 7/1/2016. The listing shows the drawings to be created or revised as part of this project, and the Duke Energy drawings requiring review.

6 Estimate and Billing

Task Number	Description	Estimated Cost
1	Relay Design	\$44,450
2	Relay Settings	\$9,300
3	Civil/Electromechanical Design	\$4,250
	Total	\$58,000

4	Optional Field Inspections (per week)	\$7,500
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Include the WF number [pending] for the quotation, once the quote is received, processed and approved. The work can commence once the purchase order and agreement are received by Booth & Associates. Once work commences, all billing is to have the Purchase Order Number and WF number with a brief description of the task being billed for.

Substation Supervisor _____ Date _____

Superintendent _____ See signatures on executed Task Order 4 _____ Date _____

Director of Electric _____ Date _____



AGENDA MEMORANDUM

Item No: 5.B.2.

Meeting Date: August 8, 2016

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

Subject: Construction services agreement for construction of a restroom building at
the Susan Street Recreation Complex

Staff Recommendation:

Staff recommends awarding Invitation to Bid (ITB) 160401 and approval of the resolution authorizing execution of a construction services agreement for the construction of the Susan Street restroom with Cardiff Construction, LLC for an amount not to exceed \$210,655.00.

Analysis:

This project will provide a quality restroom facility to serve the Susan Street Recreation Complex and allow for the removal of portable restrooms currently used on site. The new building is approximately 1,040 square feet. The building will house a men's and women's restroom, a 16-foot x 24-foot storage area with a roll-up door. There will be a 320 square foot covered 'porch' on the front of the building. The added storage area will allow for the removal of smaller storage buildings in other areas of the complex. Construction will be in accordance with the plan and specifications provided by the City. Document is attached showing approximate location of the building.

In addition to the building the contract requires the contractor to furnish and install a package lift station to handle the sanitary sewer. The cost of the package lift station is included in the contract amount.

Procurement Analysis:

The Purchasing Division issued Invitation to Bid (ITB) 160401 on July 7, 2016. The opportunity was posted to Public Purchase, the City's FTP site and also advertised local newspapers. Staff directly notified known local companies. On July 26, 2016 the Purchasing Division received and publicly opened five (5) sealed bids responses.

Following the evaluation of bids, one bidder was deemed non-responsive for not submitting a bid guarantee required on City projects exceeding \$200,000 construction cost. Not including this in their bid is deemed a major flaw thereby disqualifying their bid from consideration for award. This disqualified bidder did not submit a bid lower than the lowest bidder.

Summary of Bids Company

CONTRACTOR NAME	LOCATION	BID AMOUNT	LOCAL VENDOR PREFERENCE
Cardiff Construction, LLC	Lecanto, FL	\$210,655.00	No
Emmett Sapp Builders, Inc.	Wildwood, FL	\$222,000.00	Yes – Tier II 2%
Tumbleson White Construction, Inc.	Gainesville, FL	\$268,000.10	No
S A Casey Construction Inc.	Orlando, FL	\$291,327.90	No

Tier I – 5% LVP Adjusted Low Bid Amount – \$221,187.75

Tier II – 2% LVP Adjust Low Bid Amount - \$214,868.10

The City's Local Vendor Preference (LVP) policy was applied to the bid amount submitted by the non-local low bidder. Application of the LVP policy did not result in a local bidder becoming the low bidder.

Staff has reviewed all responsive bids and determined Cardiff Construction, LLC is the lowest responsive and responsible bidder. Past project reference provided by Cardiff have been verified. Cardiff Construction was previously awarded the Berry Park Restroom project and is currently working to complete that project. Staff recommends award to Cardiff Construction, LLC. A Performance Bond and Payment Bond ARE required on this project.

Options:

1. Approve the resolution authorizing execution of the agreement with Cardiff Const. LLC; or
2. Such alternative action as the Commission may deem appropriate

Fiscal Impact:

Funds are budgeted and available for this project.

Submission Date and Time: 8/4/2016 1:37 PM

Department: Public Works	Reviewed By	Account No.: 031-5193-519.62-10
Prepared by: Lisa Wolfkill		Project No.: 310051
Attachments: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Department Head: _____	WF/Job No.: WF997787 / 001
Advertised: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> Not Required	Finance Department: _____	Req. No.: 48339
Dates: 06/26/2016	Deputy City Manager: _____	Budget: \$258,151
Attorney Review: <input type="checkbox"/> Yes <input type="checkbox"/> No	Submitted by:	Available: \$249,651
	City Manager: _____	

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 CARDIFF CONSTRUCTION, LLC FOR CONSTRUCTION OF A RESTROOM BUILDING AT THE SUSAN STREET RECREATION COMPLEX FOR AN AMOUNT NOT TO EXCEED \$210,655.00; 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 Cardiff Construction, LLC whose address is 3325 Pebble Beach Court, Lecanto Florida 34461 (e-mail: michael@cardiffllc.co) for the construction of a restroom building at the Susan Street Recreation Complex pursuant to Invitation to Bid 160401.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held the 8th day of August 2016.

Mayor

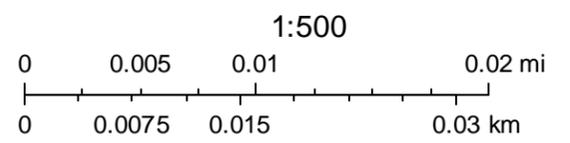
ATTEST:

City Clerk



May 5, 2016

- Street Names
- Property Name
- Tax Parcels



**** Notice of Recommendation of Award ****

Date: **July 28, 2016**
Bid No. & Title: **160401 – Restroom Building Construction – Susan Street**
Buyer: **Lisa Wolfkill, Senior Buyer**
Commission Meeting: **August 8, 2016 at 5:30 PM**

I will be recommending the following award for the Restroom Building Construction at Susan Street Sports Complex to our City Commission at their regular meeting on August 8, 2016 at 5:30 PM. A comprehensive Final Bid Tabulation for the referenced solicitation is attached.

Recommended Vendor: **CARDIFF CONSTRUCTION, LLC.**
3325 Pebble Beach Court
Lecanto, Florida 34461

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

All Bid Guarantees (bonds or checks) are hereby released for all bidders other than the bidder being recommended for award.

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
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 | Fax: (352)326-6618 | purch@leesburgflorida.gov
www.leesburgflorida.gov

Final Bid Tabulation
160401 - Restroom Construction - Susan Street

Vendor Name:				Cardiff Construction		Emmett Sapp Builders, Inc.		Tumbleson White Construction, Inc.		S A Casey Construction, Inc.	
Vendor Location:				Lecanto, FL		Wildwood, FL		Gainesville, FL		Orlando, FL	
ITEM	ITEM DESCRIPTION	UNIT	QTY	Unit Cost	Ext. Cost	Unit Cost	Ext. Cost	Unit Cost	Ext. Cost	Unit Cost	Ext. Cost
1	Construction of Restroom Building as Detailed in Solicitation Package and Drawings.	LS	1	\$ 173,215.00	\$ 173,215.00	\$ 19,868.00	\$198,688.00	\$247,200.00	\$247,200.00	\$266,870.40	\$266,870.40
2	Lift Station - Furnish & Install	LS	1	\$ 30,770.00	\$ 30,770.00	\$ 18,500.00	\$18,500.00	\$10,000.00	\$10,000.00	\$13,948.00	\$13,948.00
3	Water Service 1-1/2-Inch Schedule 40 PVC, Installed.	LF	100	\$ 6.00	\$ 600.00	\$ 9.50	\$950.00	\$30.00	\$3,000.00	\$11.50	\$1,150.00
4	Underground Electrical Service.	LF	70	\$ 11.00	\$ 770.00	\$ 6.60	\$462.00	\$11.43	\$800.10	\$13.25	\$927.50
5	Concrete Sidewalk, 6-Foot Wide, 4-Inches Thick, Installed.	LF	100	\$ 4.00	\$ 400.00	\$ 24.00	\$2,400.00	\$40.00	\$4,000.00	\$34.50	\$3,450.00
6	Schlage Magnetic Locking System.	LS	1	\$ 4,900.00	\$ 4,900.00	\$ 1,000.00	\$1,000.00	\$3,000.00	\$3,000.00	\$4,982.00	\$4,982.00
Total Base Bid Amount				\$210,655.00		\$222,000.00		\$268,000.10		\$291,327.90	
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%)				\$221,187.75		NA		NA		NA	
LVP Tier II Adjusted Low Bid (low bid + 2%)				\$214,868.10		\$222,000.00		NA		NA	
TIME FOR COMPLETION											
Number of CALENDAR DAYS to begin work after NTP:				30		5		10		10	
Number of CALENDAR DAYS to completion after NTP:				90		90		90		84	
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				CGC1518867		CBC055340		CBC055308 & CGC1504384		CGC0424180	
Bidders Certification				Yes		Yes		Yes		Yes	
Exceptions Taken				No		No		No		No	
Acknowledgement of Addenda				Yes - 1		Yes - 1		Yes - 1		Yes - 1	
Claims Local Vendor Preference				No		Yes - Tier II		No		No	
Sub-Contractor Listing				Yes		Yes		Yes		Yes	
Equipment Listing				Yes		No		No		No	
Equipment Listing				Yes		Yes		Yes		Yes	
Tabulation Note: Bid responses from one other bidder were received. However, the bid responses were deemed non-responsive for not submitting the required Bid Guarantee. Neither of the non-responsive bids were lower than the low bidder.											

This Final Bid Tabulation was reviewed and approved by:



Mike Thornton, CPPO - Purchasing Manager

AGREEMENT FOR CONTRUCTION SERVICES

THIS AGREEMENT is made as of the 8th day of August 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 **CARDIFF CONSTRUCTION, LLC** whose address is 3325 Pebble Beach Court, Lecanto, Florida 34461 (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. **Scope of Services.** The CONTRACTOR shall furnish the following services generally described as the **CONSTRUCTION OF A FREESTANDING RESTROOM BUILDING AT SUSAN STREET** to the CITY as listed in Invitation to Bid 160401 and as described in **ATTACHMENT “A”** which is attached and incorporated by reference herein. This Agreement, all attachments hereto, and Invitation to Bid 160401, shall together be referred to hereinafter as the “Agreement Documents.” Nothing herein shall limit the CITY’S right to obtain bids or proposals for services from other contractors for same or similar work.

2. **Total Construction Cost.** The CONTRACTOR shall perform the Services for a total price not to exceed **\$210,655.00**. 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. **Labor and Materials.** The CONTRACTOR shall furnish all labor, material and equipment necessary for satisfactory contract performance. When not specifically identified in the technical specifications, such materials and equipment shall be of a suitable type and grade for the purpose. All material, workmanship, and equipment shall be subject to the inspection and approval of the CITY's representative.

4. **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.

5. **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 not later than **THIRTY (30)** 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.

6. **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.

7. **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.

8. **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.

9. **Guaranty of Faithful Performance and Payment.** Performance and Payment Bonds, written by a surety firm satisfactory to the City of Leesburg which comply with Section 255.05(1), Florida Statutes, will be required of the successful Bidder to guarantee that he will deliver a complete project under his contract in strict accordance with the Contract Documents and that he will pay promptly all person supplying him with labor or materials for the work.

The Performance and Payment Bonds shall each be for an amount not less than the Total Contract Price as agreed to by both parties. The cost of this bond shall be included in the price bid in the Bid Response.

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

- a. The Surety must be rated as "A" or better as to strength by Best's Insurance Guide, published by Alfred M. Best Company, Inc. 75 Fulton Street, New York, New York.
- b. Bonding Limit – Any One Risk: The Bonding Limit of the Surety shall not exceed ten (10) percent of the policy holders surplus (capital and surplus) as listed by the aforementioned Best's Insurance Guide. The completed Bond shall be executed in four (4) counterparts and delivered to the City of Leesburg with the required Power-of-Authority and executed contract.

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

- c. 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.

- d. All required insurance shall be provided by insurers acceptable to the CITY with an A.M. Best rating of at least "A."
- e. 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.
- f. 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.
- g. 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.
- h. All liability insurance, except professional liability, shall be written on an occurrence basis.
- i. The CONTRACTOR waives its right of recovery against the CITY to the extent permitted by its insurance policies.
- j. 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.
- k. 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.
- l. 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

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

11. **Indemnification.** The CONTRACTOR agrees to make payment of all proper charges for labor required in the aforementioned work and CONTRACTOR shall indemnify CITY and hold it harmless from and against any loss or damage, claim or cause of action, and any attorneys' fees and court costs, arising out of: any unpaid bills for labor, services or materials

furnished to this project; any failure of performance of CONTRACTOR under this 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.

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

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

14. **Public Records Retention.** CONTRACTOR shall keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the services being provided by CONTRACTOR herein. CONTRACTOR shall provide the public with access to public records on the same terms and conditions that the CITY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes. CONTRACTOR shall ensure that public records that are exempt or confidential and exempt from

public records disclosure requirements are not disclosed except as authorized by law. CONTRACTOR shall meet all requirements for retaining public records and transfer, at no cost, to the CITY all public records in possession of the CONTRACTOR upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the CITY by CONTRACTOR in a format that is compatible with the information technology systems of the CITY.

15. **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.

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

17. **Acceptance of Goods or Services.** The goods delivered as a result of an award from this solicitation shall remain the property of the CONTRACTOR, and services rendered under the Agreement will not be deemed complete, until a physical inspection and actual usage of the product(s) and/or 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.

18. **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.

19. **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.

20. **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.

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

22. **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.

23. **Contact Person.** The primary contact person under this Agreement for the CONTRACTOR shall be **MICHAEL ROSSELET, PROJECT MANAGER**. The primary contact person under this Agreement for the CITY shall be **ROBERT HARPER, PROJECT MANAGER**.

24. **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.

25. **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.

26. **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.

27. **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.

28. **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.

29. **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.

30. **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: _____
Mayor

ATTEST:

City Clerk

Approved as to form:

City Attorney

CARDIFF CONSTRUCTION, LLC

By: _____

Printed: Michael R. Rosset

Its: Qualifier
(Title)

ATTACHMENT “A”

SCOPE OF SERVICES

- I. **Scope of Services.** The CONTRACTOR shall perform all work in accordance with the Contract Documents. Furnish all materials, equipment, tools, labor and supervision necessary to complete the Susan Street Restroom Construction Project as required by Invitation to Bid (ITB) 160401.

- II. **Incorporation of Sections & Documents.** The following sections of the Invitation to Bid 160401 document are incorporated by reference and made a part hereof:
 - a. Section 1 - Special Terms & Conditions,
 - b. Section 2 - Scope of Work,
 - c. Section 3 - General Terms & Conditions,
 - d. Section 4 - Supplemental Conditions – Construction,
 - e. Section 5 - City Forms as completed and submitted by CONTRACTOR, and
 - f. ATTACHMENT – Architectural Drawings titled “Susan Street Restroom” and product information consisting of 56 sheets and pages.
 - g. Addendum Number 1 made to the Invitation to Bid.

- III. **Bid Submittal.** The original July 26, 2016 bid submittal from the CONTRACTOR is incorporated by reference and made a part hereof.

[Rest of page intentionally left blank.]



AGENDA MEMORANDUM

Item No: 5.C.1.
Meeting Date: August 8, 2016
From: David Johnson, Fire Chief
Subject: Inter-local Agreements with the City of Tavares and the City of Fruitland Park for Fire and Rescue Services

Staff Recommendation:

Staff recommends authorizing the Mayor and City Clerk to execute the inter-local agreements with the City of Tavares and the City of Fruitland Park for the provision of automatic aid for fire and rescue services.

Analysis:

City of Leesburg Fire and its neighboring cities desire to maximize cooperation among the cities and promote a stronger fire and emergency service. The automatic aid agreements will allow the City of Leesburg, Tavares, and Fruitland Park the ability to improve service without adding additional cost to the existing service model.

Options:

1. To enact the inter-local agreement that will provide for the City of Leesburg, Tavares, and Fruitland Park to assist each other for the provision of fire and emergency services; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

The adoption of the inter-local agreement will not create any additional expenditures for the City of Leesburg. The adoption will reduce future cost as the City of Leesburg continues to expand it's border.

Submission Date and Time: 8/4/2016 1:37 PM

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 _____
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RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF LEESBURG AND THE CITY OF TAVARES, FLORIDA FOR THE PROVISION OF AUTOMATIC AID FOR FIRE AND RESCUE SERVICES; AND PROVIDING AN EFFECTIVE DATE.

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

THAT the Mayor and City Clerk are hereby authorized to execute an Interlocal Agreement with the City of Tavares, Florida, whose address is 201 E Main Street, Tavares, FL 32778, for the provision of Automatic Aid for Fire and Rescue 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 8th day of August 2016.

Mayor

ATTEST:

City Clerk

AUTOMATIC AID AGREEMENT FOR FIRE PROTECTION AND OTHER EMERGENCY SERVICES

THIS AGREEMENT is made and entered this 9th day of August, 2016, by and between the City of Leesburg and City of Tavares to provide for automatic assistance for fires and other types of emergency incidents as described under the terms of this agreement.

WITNESSETH:

WHEREAS, an informal agreement for automatic assistance in fire protection and response to other emergencies has existed between the City of Leesburg and the City of Tavares; and,

WHEREAS, it is the desire of the parties to this agreement to continue and improve the nature and coordination of emergency assistance to incidents that threaten loss of life or property within the geographic boundaries of their respective jurisdictions; and,

WHEREAS, it is further the determination of each of the parties hereto that the decision to enter into this Automatic Aid Agreement constitutes a fundamental governmental policy of the parties hereto which is automatic in nature, and includes the determination of the proper use of the resources available with respect to the providing of governmental services and the utilization of existing resources of each of the parties hereto, including the use of equipment and personnel; and,

WHEREAS, it is the desire of the parties to initiate an “Automatic Aid Agreement” for fire department and other emergency services as set forth below:

NOW, THEREFORE, IT IS AGREED:

1. The parties hereto acknowledge that this Agreement is being entered into pursuant to applicable Florida law.
2. The parties agree to dispatch their respective assigned fire department units on an automatic basis, if such units are available. Each jurisdiction agrees that the closest available, most appropriate unit(s) regardless of jurisdictional boundaries will respond.
3. It is agreed that the scope of this agreement includes automatic assistance in responding to fires, medical emergencies, hazardous conditions, rescue and extrication situations and other types of emergency incidents that are within the standard scope of services provided by fire departments in the usual and customary Automatic Aid Agreement.

*Leesburg Fire Department-Tavares Fire Department
Automatic Aid Agreement*

4. This agreement shall encourage the development of cooperative procedures and protocols including but not limited to, communications coordination, training, health and safety, and other activities that will enhance the ability of the fire departments to fulfill their missions.
5. It is expressly understood and agreed that the party first to respond to the scene may serve as initial incident commander exercising command and control functions within the other's jurisdiction until relieved by an official from the primary jurisdiction having authority. The initial responding party will then fall under the chain of command of the jurisdiction having authority.
6. Nothing in this agreement shall limit the ability of either of the parties to participate in more specific contracts for services, mutual assistance or automatic response; nor shall this prohibit any party from providing emergency assistance to another jurisdiction which is not a participant in this agreement.
7. The City of Leesburg and the City of Tavares shall retain ownership of any equipment or property it brings to the performance of this agreement, and each shall retain ultimate control of its own employees.
8. Participants in this Automatic Aid Agreement do further agree to the following standard service criteria as the primary response system elements of this Automatic Aid Agreement:
 - A. The Automatic Aid Agreement allows the closest, most appropriate emergency response unit to an emergency to be dispatched automatically-regardless of jurisdiction where the emergency occurs or the jurisdictional affiliation of the response unit.
 - B. All participants will use standard procedures. A standardized Incident Management System (IMS) provides for efficient management of the emergency and for the safety of firefighters. The Incident Management System for use by Automatic Aid participants shall be NIMS.
 - C. It is the desire of the Automatic Aid participants to explore other opportunities for joint training, including entry level training, mini academies, refresher training and systems training. By training together and using common procedures, participants have a higher level of confidence in each other.
 - D. Participants shall use standardized Interlocal Service Boundary Agreement apparatus response criteria. Lake County EMS Dispatch can tailor the response to specific types of incidents by jurisdiction or part of a jurisdiction. This includes the capability to automatically dispatch selected specialty units.

*Leesburg Fire Department-Tavares Fire Department
Automatic Aid Agreement*

- E. Participants agree that automatic aid is reciprocal. While automatic aid does not ensure that a municipality will receive the exact same amount of assistance as it gives, it does mean that all participants will provide some assistance outside its jurisdictional boundaries and that the level of service delivered with the Automatic Aid Agreement will be comparable.
9. No term or provision of this Agreement is intended to, or shall, create any rights in any person, firm, corporation or other entity not a party hereto, and no such person or entity shall have any cause of action hereunder.
 10. It is specifically agreed by both parties that for a particular incident, neither party shall be reimbursed by the other party for any costs incurred pursuant to this agreement. In the event of Declared Disasters, participants may apply for reimbursement from County, State, and Federal agencies.
 11. In the event a party shall sustain a loss or damage to its equipment or injury to any of its personnel while responding to an incident or training in that jurisdiction of the other party, unless a result of the negligent actions of the other party, such loss shall be the sole responsibility of the party responding to the incident, and the other party shall not have any liability for such damage or injury. Should the loss or damage be the result of negligence or the negligent actions of the other party, the party responding shall retain all rights available for compensation under the laws of the State of Florida.
 12. If one party wishes to terminate this agreement, 2 months (60 days) notice in writing of intention to terminate shall be given to the other party involved.
 13. No term or provision in this agreement is intended to create a partnership, joint venture or agency arrangement between the Cities.
 14. This Automatic Aid Agreement shall be reviewed and renewed by the parties, with appropriate signatures and authorization, every five years or as deemed necessary. Failure to review and/or renew this Automatic Aid Agreement within five years after signing shall result in its mutual termination.

*Leesburg Fire Department-Tavares Fire Department
Automatic Aid Agreement*

IN WITNESS WHEREOF, the parties to hereto have executed this Agreement in duplicate original, the day and year first above written.

ATTEST:

CITY OF LEESBURG, FL

City of Leesburg Clerk

City of Leesburg Mayor

Approved as to form and legality:

This ___ day of _____, 2016.

City of Leesburg Attorney

ATTEST:

CITY OF TAVARES, FL

City of Tavares Clerk

City of Tavares Mayor

Approved as to form and legality:

This ___ day of _____, 2016.

City of Tavares Attorney

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF LEESBURG AND THE CITY OF FRUITLAND PARK, FLORIDA FOR THE PROVISION OF AUTOMATIC AID FOR FIRE AND RESCUE SERVICES; AND PROVIDING AN EFFECTIVE DATE.

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

THAT the Mayor and City Clerk are hereby authorized to execute an Interlocal Agreement with the City of Fruitland Park, Florida, whose address is 506 W Berckman Street, Fruitland Park, FL 34731, for the provision of Automatic Aid for Fire and Rescue 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 8th day of August 2016.

Mayor

ATTEST:

City Clerk

AUTOMATIC AID AGREEMENT FOR FIRE PROTECTION AND OTHER EMERGENCY SERVICES

THIS AGREEMENT is made and entered this _____ day of _____, 2016, by and between the City of Leesburg and City of Fruitland Park to provide for automatic assistance for fires and other types of emergency incidents as described under the terms of this agreement.

WITNESSETH:

WHEREAS, an informal agreement for automatic assistance in fire protection and response to other emergencies has existed between the City of Leesburg and the City of Fruitland Park; and,

WHEREAS, it is the desire of the Automatic Aid Agreement participants to this agreement to continue and improve the nature and coordination of emergency assistance to incidents that threaten loss of life or property within the geographic boundaries of their respective jurisdictions; and,

WHEREAS, it is further the determination of each of the parties hereto that the decision to enter into this Automatic Aid Agreement constitutes a fundamental governmental policy of the parties hereto which is automatic in nature, and includes the determination of the proper use of the resources available with respect to the providing of governmental services and the utilization of existing resources of each of the parties hereto, including the use of equipment and personnel; and,

WHEREAS, it is the desire of the City of Leesburg and the City of Fruitland Park to initiate an "Automatic Aid Agreement" for fire department services: **NOW, THEREFORE, IT IS AGREED:**

1. The parties hereto acknowledge that this Agreement is being entered into pursuant to applicable Florida law.
2. That the Automatic Aid Agreement participants executing this agreement agree to dispatch their respective assigned fire department units on an automatic basis, if such units are available. Each jurisdiction agrees that the closest available, most appropriate unit(s) regardless of jurisdictional boundaries will respond.
3. It is agreed that the scope of this agreement includes automatic assistance in responding to fires, medical emergencies, hazardous conditions, rescue and extrication situations and other types of emergency incidents that are within the standard scope of services provided by fire departments in the Automatic Aid Agreement.
4. This agreement shall encourage the development of cooperative procedures and protocols including but not limited to, communications coordination, training,

*Leesburg Fire Department-Fruitland Park Fire Department
Automatic Aid Agreement*

health and safety, and other activities that will enhance the ability of the fire departments to fulfill their missions.

5. It is expressly understood and agreed that either party may serve as initial incident commander exercising command and control functions within the others jurisdiction until relieved by an official from the primary jurisdiction having authority. The responding party will then fall under the chain of command of the jurisdiction having authority.
6. Nothing in this agreement shall limit the ability of any or all of the parties from agreeing to participate in more specific contracts for services, mutual assistance or automatic response; nor shall this prohibit any party from providing emergency assistance to another jurisdiction which is not a participant in this agreement.
7. The City of Leesburg and the City of Fruitland Park shall retain ownership of any equipment or property it brings to the performance of this agreement and shall retain ultimate control of its employees.
8. Participants in this Automatic Aid Agreement do further agree to the following standard service criteria as the primary response system elements of this Automatic Aid Agreement:
 - A. The Automatic Aid Agreement allows the closest, most appropriate emergency response unit to an emergency to be dispatched automatically regardless of jurisdiction where the emergency occurs or the jurisdictional affiliation of the response unit.
 - B. All participants will use standard procedures. A standardized Incident management System (IMS) provides for efficient management of the emergency and for the safety of firefighters. The Incident Management System for use by Automatic Aid participants shall be NIMS.
 - C. It is the desire of the Automatic Aid participants to explore other opportunities for joint training, including entry level training, mini academies, refresher training and systems training. By training together and using common procedures, participants have a higher level of confidence in each other.
 - D. Participants shall use standardized Interlocal Service Boundary Agreement apparatus response criteria. Lake County EMS Dispatch can tailor the response to specific types of incidents by jurisdiction or part of a jurisdiction. This includes the capability to automatically dispatch selected specialty units.
 - E. Participants agree that automatic aid is reciprocal. While automatic aid does not ensure that a municipality will receive the exact same amount of assistance as it gives, it does mean that all participants will provide some

*Leesburg Fire Department-Fruitland Park Fire Department
Automatic Aid Agreement*

assistance outside its jurisdictional boundaries and that the level of service delivered with the Automatic Aid Agreement will be comparable.

9. No term or provision of this Agreement is intended to, or shall, create any rights in any person, firm, corporation or other entity not a party hereto, and no such person or entity shall have any cause of action hereunder.
10. It is specifically agreed by both parties for a particular incident, neither party shall be reimbursed by the other party for any costs incurred pursuant to this agreement. In the event of Declared Disasters, participants may apply for reimbursement from County, State, and Federal agencies.
11. In the event a party shall sustain a loss or damage to its equipment or injury to any of its personnel while responding to an incident or training in that jurisdiction of the other party, unless a result of the negligent actions of the other party, such loss shall be the sole responsibility of the party responding to the incident or participating in training no matter the location of the training, and the other party shall not have any liability for such damage or injury. Should the loss or damage be the result of negligence or the negligent actions of the other party, the party responding or participating in training shall retain all rights available for compensation under the laws of the State of Florida.
12. If one party wishes to terminate this agreement, six months (180 days) notice in writing of intention to terminate shall be given to the other party involved.
13. No term or provision in this agreement is intended to create a partnership, joint venture or agency arrangement between the Cities.
14. This Automatic Aid Agreement shall be reviewed and renewed by the parties, with appropriate signatures and authorization, every five years or as deemed necessary. Failure to review and/or renew this Automatic Aid Agreement within five years after signing shall result in its mutual termination.

*Leesburg Fire Department-Fruitland Park Fire Department
Automatic Aid Agreement*

IN WITNESS WHEREOF, the parties to hereto have executed this Agreement in duplicate original, the day and year first above written.

ATTEST:

CITY OF Fruitland Park, FL

City of Leesburg Clerk

City of Leesburg Mayor

This ___ day of _____, 2016

Approved as to form and legality:

City of Leesburg Attorney

ATTEST:

CITY OF FRUITLAND PARK, FL



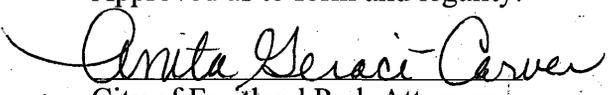
City of Fruitland Park Clerk



City of Fruitland Park Mayor

This 11th day of February, 2016

Approved as to form and legality:



City of Fruitland Park Attorney



AGENDA MEMORANDUM

Item No: 5.C.2.
Meeting Date: August 8, 2016
From: Lucy Gangone, Library Director
Subject: Interlocal Agreement between the City of Leesburg and the Lake County Board of County Commissioners relating to the provision of library services

Staff Recommendation:

Staff recommends approval of the resolution authorizing the execution of the Interlocal Agreement between the City of Leesburg and the Lake County Board of County Commissioners relating to the provision of library services.

Analysis:

The Leesburg Public Library is a member of the Lake County Library System through an Interlocal Agreement. The current Agreement expires September 30, 2016. The proposed Agreement is for the period October 1, 2016 through September 30, 2019. There are few changes between this Agreement and the current Agreement. The funding formula will remain the same.

Other changes were made to reflect current centralized cataloging practice; changes in provision of IT support through the Lake County Information Technology Department; clarification of response timeframes for IT support requests; and discontinued reciprocal library borrowing with Osceola County.

The Library Advisory Board voted on July 20, 2016 to recommend the Interlocal Agreement with the Lake County Board of County Commissioners for the provision of library services from October 1, 2016 through September 30, 2019 to the City Commission for its approval.

Options:

1. Approve the resolution authoring the Mayor and City Clerk to execute the Interlocal Agreement between the City of Leesburg and the Lake County Board of County Commissioners for the provision of library services, or
2. Such alternative action as the Commission may deem appropriate

Fiscal Impact:

Funding from the County to the City for library services is expected to increase from \$272,557 in 2015 – 2016 to \$282,565 in 2016 – 2017, a 3.68%, or \$10,008.

Submission Date and Time: 8/4/2016 1:37 PM

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. <u>001-0000-338-0700</u> Project No. _____ WF No. _____ Budget _____ Available _____
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RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF LEESBURG AND THE LAKE COUNTY BOARD OF COUNTY COMMISSIONERS RELATING TO PROVISION OF LIBRARY SERVICES; AND PROVIDING AN EFFECTIVE DATE.

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

THAT the Mayor and City Clerk are hereby authorized to execute an agreement with Lake County Board of County Commissioners, whose address is P.O. Box 7800, Tavares, FL 32778-7800, for provision of library services through September 30, 2019.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held the 8th day of August 2016.

Mayor

ATTEST:

City Clerk

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

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

WITNESSETH:

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

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

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

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

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

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

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

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

1. PURPOSE:

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

- A. Provide equal access to free public library service to all residents of the service areas of the participating governments.
- B. Coordinate library service throughout the service areas.
- C. Provide consistent plans, programs, policies, and procedures in the operation, maintenance, and development of library service throughout the service area.

2. DEFINITIONS:

- A. "Annual plan of service", according to *State Aid to Libraries Guidelines*, means a document adopted or approved by the library system's governing body and submitted as part of the application for State Aid to Libraries grants that includes the goals, objectives, and activities that will be supported for the application year.
- B. "Governing body" shall mean the Lake County Board of County Commissioners.
- C. "Board of County Commissioners" shall mean the Lake County Board of County Commissioners.
- D. "Library Advisory Board" shall mean the Lake County Library Advisory Board.
- E. "Lake County Library System" shall mean the entire program of free library services and resources provided for the residents of Lake County through the public library

cooperative established through this Agreement and Lake County Code, Chapter 12, Article III.

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

G. “Participating Library’s governing body” means the municipality that operates and supports a public library and participates in the Lake County Library System through interlocal agreement.

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

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

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

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

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

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

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

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

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

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

3. TERM:

This Agreement shall be in effect for a period beginning October 1, 2016, and ending on September 30, 2019, unless terminated earlier in accordance with the provisions of the Agreement.

4. TERMINATION:

Either party to this Agreement may terminate the Agreement by giving the other party sixty (60) days advance written notice.

5. ADDITION OF NEW MEMBERS:

A library may become a member of the Lake County Library System by meeting the

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

6. LAKE COUNTY LIBRARY SYSTEM GOVERNING BODY:

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

7. LIBRARY ADVISORY BOARD:

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

- (1) Study and make recommendations to the Board of County Commissioners regarding the coordination and development of the Lake County Library System. This shall include recommending county wide policies, long range plans and annual plans of service and shall be accomplished in cooperation with the participating library governing bodies, the participating library directors and the single administrative head.
- (2) Make recommendations regarding the COUNTY's budget for the countywide library system, the proportionate shares of all COUNTY funds to be allocated to the participating libraries, and the method of distribution of those funds.

B. The members of the Lake County Library Advisory Board shall be appointed by the Board of County Commissioners. Five (5) members, one (1) from each commission district shall be appointed. Such appointments shall be based on recommendations by the Lake County Library Advisory Board. However, the Lake County Board of Commissioners shall not be bound by such recommendations. In addition, each city with a participating library within the Lake County Library System shall have one (1) member on the Lake County Library Advisory Board. Each city council shall designate the member from its city and such member shall be appointed by the Board of County Commissioners. Each member shall be appointed for a term of four (4) years. The Board of County Commissioners may also appoint an alternate member

who shall serve in the case of the appointed member's absence. The terms and manner of appointment of such alternate members shall be the same as that of the members whom they represent as alternates. Either the appointed board member or the alternate member may attend library advisory board meetings and each has voting authority. However, if the board member and the alternate are both present at a library advisory board meeting, only the appointed board member shall have voting authority; not the alternate member.

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

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

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

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

A. MUNICIPALITY shall own:

- (1) Library materials, equipment, and other goods purchased by the COUNTY for and placed in the participating library using MUNICIPALITY, COUNTY or State Aid Operating grant funds, regardless of value, except for those described in Section 8. B.
- (2) Library materials, equipment and other goods purchased from federal Library Services and Construction Act (LSCA) and Library Services and Technology Act (LSTA) grant funds administered by the COUNTY, if purchased for the MUNICIPALITY, with a value less than \$1,000.00 at the time of purchase, except for those described in Section 8(B).
- (3) All items purchased using the MUNICIPALITY's local funds.
- (4) All items purchased by the MUNICIPALITY and reimbursed by Library Impact Fee funds, unless otherwise specified in a separate

agreement.

B. COUNTY shall own:

- (1) Items purchased by the COUNTY, using COUNTY, state, or federal funds, as a part of the COUNTY's networked library computer and telecommunications systems, regardless of item location or placement. Items shall include, but may not be limited to, hardware, software, and licenses. Any exceptions to this rule shall be documented in writing to the Clerk of Courts Property Records and the participating library.
- (2) Equipment purchased from federal LSCA and LSTA grant funds administered by the COUNTY with a value in excess of \$1,000.00 at the time of purchase.
- (3) All items purchased for the single administrative unit using the COUNTY's local funds, or State Aid Operating and federal grant funds.
- (4) All items purchased by the COUNTY using Library Impact Fee funds, unless otherwise specified in separate agreement.

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

9. LOCAL AUTHORITY:

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

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

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

C. Trust funds, individual gifts or donations made to a library shall remain the

property of the entity to which they were given.

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

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

10. SINGLE ADMINISTRATIVE HEAD:

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

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

- (1) Development of a single long range plan for all library outlets;
- (2) Development of a single annual plan of service;
- (3) Development of a Lake County Library System budget;
- (4) Implementation of the long range plan, an annual plan of service and the budget;

- (5) Preparing reports on behalf of the library system; and
- (6) Expending all State Aid to Libraries grants.

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

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

- (1) A long range plan adopted or approved by the library system's governing body outlining the library system's operation and development over a three-to-five year period;
- (2) A current annual plan of service adopted by the library system's governing body and submitted as part of the application for State Aid to Libraries grants that includes the goals, objectives, and activities that will be supported for the application year; and
- (3) A combined budget for the current year adopted by the library system's governing body.

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

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

be bound thereby.

D. There shall be a combined budget for library service to the residents of Lake County. The budget shall be developed along a fiscal year ending on September 30 of each year. Upon adoption by the MUNICIPALITY, the MUNICIPALITY shall present its line item budget for library services to the single administrative head for inclusion in the combined budget. The combined budget shall include and take into account funds allocated by participating governing bodies, aid received from state and federal sources, and all other revenues received to provide library services. The combined budget shall be adopted by the Board of County Commissioners. The combined budget shall not include funds to be expended for the purchase or construction of a library building or library quarters.

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

12. FISCAL RESPONSIBILITY:

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

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

13. APPROPRIATION OF COUNTY FUNDS FOR MUNICIPALITY:

A. The COUNTY shall allocate a base amount of fifteen thousand dollars (\$15,000) per year to the MUNICIPALITY to assist with funding of programs and services at its participating library. In addition, the COUNTY shall distribute to the MUNICIPALITY its share

of the total amount to be appropriated to all member libraries that year, less the total of the base amounts to all of the member libraries, based on the MUNICIPALITY's total circulation for the fiscal year prior to the previous fiscal year. Therefore, the total amount to be appropriated to the MUNICIPALITY for provision of countywide library services shall be the base amount, plus the proportionate share of the net total appropriation. This distribution shall be calculated as follows:

- a. Total amount appropriated to the MUNICIPALITY
- b. Base amount
- c. The MUNICIPALITY's percentage share of all member libraries' total circulation for fiscal year prior to previous fiscal year
- d. Total Appropriation to all member libraries for current fiscal year
- e. Number of member libraries

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

B. In consideration of these allocations the MUNICIPALITY:

- (1) Shall provide library services to all residents of the COUNTY;
- (2) Shall use COUNTY funds to enhance current library services provided by its participating library;
- (3) Shall make its best effort to maintain or exceed the current level of its local operating funds for the library budget;
- (4) Shall not use COUNTY funds annually allocated to the MUNICIPALITY for the purchase or construction of a library building.
- (5) Shall enter and maintain accurate patron records on the participating library's patron database.

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

D. The COUNTY shall make its best effort to maintain or exceed the current level of its total appropriation to all participating libraries; however, the COUNTY may propose an

increase or decrease based on current financial circumstances or changes in library services. The COUNTY shall not decrease the total appropriation to all participating libraries unless it gives four (4) months advance notice to the participating libraries and their governing bodies of its intent to reduce said funding levels.

14. CENTRALIZED SERVICES:

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

- A. Courier service to route materials and equipment among libraries;
- B. Intralibrary loan services;
- C. Centralized cataloging of library materials and maintenance of the bibliographic database;
- D. Purchasing from State Aid Operating grant funds and Library Services and Technology Act grant funds for the benefit of the Lake County Library System;
- E. Networked telecommunications and computer systems services as described in Section 15. Networked Systems;
- F. Coordination and/or funding of other centralized services where feasible such as, but not limited to, subscriptions to online reference databases;
- G. Coordination of youth and adult programming and literacy services.

15. NETWORKED SYSTEMS:

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

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

C. The COUNTY shall provide staff to perform networked systems administration which shall include: technology planning, training, preventative maintenance, systems monitoring, trouble-shooting, running of required backups, resolution of systems problems, monitoring of systems needs, running and creating statistical reports, insuring systems security,

procurement of equipment, development and maintenance of Lake County Library System web pages, development of participating library web pages upon request, maintenance of staff e-mail accounts, acting as a liaison with network vendors, installation of peripheral equipment and devices, and technology grants application and administration. Assigned COUNTY staff shall be available to perform the above during library operating hours in a reasonable amount of time and consistent with normal response timeframes experienced during the most recent interlocal agreement, and shall have the authority to prioritize requests for assistance.

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

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

maintenance and monthly telecommunications charges.

- (4) The MUNICIPALITY shall, at its own expense, provide supplies at its participating library that are pertinent to the operation of the networked systems such as printer paper, printer ink cartridges and drums, item barcodes, etc. Patron cards and patron registration forms shall be provided by the COUNTY to the MUNICIPALITY at no charge. The COUNTY may choose to provide other automation supply items to the MUNICIPALITY at no charge.

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

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

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

H. Should the MUNICIPALITY cancel this Agreement for any reason other than the

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

I. Should this Agreement terminate through expiration, the COUNTY, at the request of the MUNICIPALITY, shall make provision for the continuation of the COUNTY's library automation network as installed at the MUNICIPALITY's participating library at the operational level existing at the time of the expiration of the Agreement for a period not to exceed one (1) year. The party which has declined to execute a new Agreement shall be obligated to pay associated operating and maintenance costs for the one (1) year period. Should the MUNICIPALITY not request continuation of the COUNTY's networked systems, the party which has declined to execute a new Agreement shall be responsible for all costs associated with deinstallation of the COUNTY's networked systems from the MUNICIPALITY's library, including the costs of obtaining a copy of the MUNICIPALITY's library patron and bibliographic databases from the library automation vendor. Should negotiations be taking place subsequent to the expiration of the Agreement, the MUNICIPALITY shall be exempt from obligated costs during a negotiation period not to exceed one hundred twenty (120) days.

16. REPORTING:

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

17. SYSTEM WIDE POLICIES:

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

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

C. The COUNTY and MUNICIPALITY shall abide by system-wide policies.

18. RECIPROCAL BORROWING:

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

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

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

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

20. INDEMNIFICATION:

Subject to the provisions of Section 768.28, *Florida Statutes*, the MUNICIPALITY agrees to indemnify and hold the COUNTY harmless, and the COUNTY agrees to indemnify

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

This indemnification shall continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement.

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

21. INSURANCE:

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

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

22. MEDIATION:

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

23. MODIFICATION:

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

24. NOTICES:

A. All notices, demands, or other writings required to be given or made or sent in this Agreement, or which may be given or made or sent, by either party to the other, shall be

deemed to have been fully given or made or sent when in writing and addressed as follows:

COUNTY

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

MUNICIPALITY

City Manager
501 W. Meadow Street
P.O. Box 490630
Leesburg, FL 34748-0630

cc: Library Services Division Manager
P.O. Box 7800
Tavares, FL 32778-7800

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

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

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

25. ENTIRE AGREEMENT:

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

Attachment A Certification of Local Operating Expenditures

{Remainder of page intentionally left blank}

Interlocal Agreement between Lake County and City of Leesburg for Provision of Library Services

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

COUNTY

ATTEST:

LAKE COUNTY, through its
BOARD OF COUNTY COMMISSIONERS

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

Interlocal Agreement between Lake County and City of Leesburg for Provision of Library Services

ATTEST:

MUNICIPALITY

J. Andi Purvis, City Clerk

Jay Hurley, Mayor

This _____ day of _____, 2016.

Approved as to form and legality:

Fred Morrison
City Attorney

ATTACHMENT A
CERTIFICATION OF LOCAL OPERATING EXPENDITURES
FISCAL YEAR _____

The _____,
(name of library governing body)

governing body for the _____,
(name of Lake County Library System Member Library)

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

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

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

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

We further certify that the amount listed below:

(check one)

- ___ does include funds received from the Lake County Board of County Commissioners.
___ does not include funds received from the Lake County Board of County Commissioners.

(check one)

- ___ has been audited by an external auditor.
___ has been reviewed by an independent auditor.
___ has been compiled into financial statement format by an independent auditor.

Also, a copy of the report of the independent auditor:

(check one)

- ___ has been provided to the Lake County Board of County Commissioners.
___ is enclosed.

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

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

\$ _____

Signature

Chief Financial Officer

Date

Please type name and official title here:

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



**Recommended Appropriation of County Funds
For Member Libraries - FY 16/17**

<i>Formula Per Interlocal Agreement</i>							
Member Library	FY 15/16 Appropriation	Base Amount	Circulation	% of Circulation	Circulation Allocation	FY 16/17 Appropriation	Change from CY
Fruitland Park Library	\$64,631	\$15,000	70,303	6.14%	50,611	\$65,611	1.5%
Lady Lake Public Library	\$117,439	\$15,000	152,485	13.31%	109,713	\$124,713	6.2%
Leesburg Public Library	\$272,557	\$15,000	371,858	32.46%	267,565	\$282,565	3.7%
Helen Lehmann Mem. Library	\$25,264	\$15,000	12,708	1.11%	9,150	\$24,150	-4.4%
Tavares Public Library	\$92,850	\$15,000	106,122	9.26%	76,329	\$91,329	-1.6%
Umatilla Public Library	\$117,538	\$15,000	123,757	10.80%	89,023	\$104,023	-11.5%
W. T. Bland Public Library	\$210,926	\$15,000	264,884	23.12%	190,576	\$205,576	-2.5%
Marianne Beck Mem. Library	\$29,912	\$15,000	24,602	2.15%	17,722	\$32,722	9.4%
Minneola Schoolhouse Library	\$28,173	\$15,000	18,946	1.65%	13,601	\$28,601	1.5%
TOTALS	\$959,290	\$135,000	1,145,665	100.00%	\$824,290	\$959,290	0.0%



AGENDA MEMORANDUM

Item No: 5.C.3.
Meeting Date: August 8, 2016
From: J. Andi Purvis, City Clerk
Subject: Appointment to the Police Pension Trustee Board

Staff Recommendation:

Staff recommends the appointment of Rolando Reyes to the Police Pension Trustee Board for a two-year term to expire December 31, 2018.

Analysis:

The Police Pension Trustee Board consists of five regular members of which two members are City appointed positions. This current position has been vacant for some time.

Mr. Rolando Reyes has applied for the vacant Board position.

The position has been advertised in the Daily Commercial several times without any other responses.

Options:

1. Appoint Mr. Rolando Reyes to the Police Pension Board to fill the current vacancy, or
2. Such alternative action as the Commission may deem appropriate

Fiscal Impact:

None

Submission Date and Time: 8/4/2016 1:37 PM

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 _____
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RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA APPOINTING ROLANDO REYES TO THE POLICE PENSION PLAN TRUSTEE BOARD FOR A TWO-YEAR TERM TO EXPIRE DECEMBER 31, 2018; AND PROVIDING AN EFFECTIVE DATE.

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

THAT the City Commission of the City of Leesburg, Florida finds there is a vacancy for one City-appointed member on the Police Pension Board;

THAT the City Commission hereby appoints Rolando Reyes as a regular member of the Police Pension Board to fill the vacancy with said term to expire December 31, 2018;

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held the 8th day of August 2016.

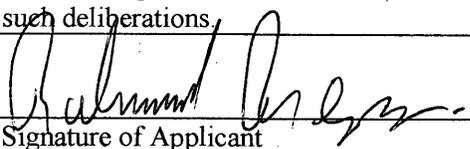
Mayor

ATTEST:

City Clerk



City of Leesburg Appointed Boards & Commission Application

Date:		Name:	Rolando Reyes		
Mailing Address:	500 Newell hill rd. 110 A Lesberg FL . 34784				
Home Address:	500 Newell hill rd. 110 A Lesberg FL . 34784				
Home Telephone Number	407-376-1063				
Business Name & Type					
Business Address:					
Business Telephone Number:					
Position					
Education, Training Or Experience Related To The Activities Of The Advisory Body To Which Appointment Is Sought:					
Presedent of chesterbrook for 5 years					
Professional Organizations/Membership:					
Have You Served On A City Board Or Committee In The Past?					
			Yes	<input type="checkbox"/>	No <input checked="" type="checkbox"/>
If Yes – Dates Served:					
Name of Board or Committee:					
Library Board		Historic Preservation Board			
Planning Commission		Greater Leesburg CRA			
Carver Heights & Vicinity CRA		General Employees Retirement Board of Trustees			
Fire Department Pension Board of Trustees		<input checked="" type="checkbox"/>	Police Department Pension Board of Trustees		
Other (Specify):					
I will attend meetings in accordance with the adopted policies of the City of Leesburg. If at any time my business or professional interests conflict with the interests of the Advisory Body, I will not participate in such deliberations.					
 Signature of Applicant			Return To:		City Clerk's Office City of Leesburg P.O. Box 490630 Leesburg, FL 34749-0630



AGENDA MEMORANDUM

Item No: 6A.
Meeting Date: August 8, 2016
From: Michael Rankin, Deputy City Manager;
 Adrian Parker, CPM, CFM, Development Review Coordinator
Subject: Chapter 10.5 Ordinance Amendment

Staff Recommendation:

Staff recommends approval of the Ordinance changes to remain compliant with National Floodplain Insurance Program requirements.

Analysis:

The City of Leesburg is in compliance with the National Floodplain Insurance Program (NFIP) with our current ordinance. Due to staff changes and the responsibilities of the Floodplain Manager being moved to the Community Development Department it is required that we reflect this in our current Code of Ordinances. Other minor grammatical changes and references have been added so that the code matches the Federal Regulations more precisely.

Options:

1. Accept the Ordinance Amendment; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

There is no fiscal impact.

Submission Date and Time: 8/4/2016 1:37 PM

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. MWR Submitted by: _____ City Manager _____	Account No. _____ Project No. _____ WF No. _____ Budget _____ Available _____
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ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, AMENDING CHAPTER 10.5 OF THE CODE OF ORDINANCES DEALING WITH FLOOD DAMAGE PREVENTION AND PROTECTION; UPDATING LANGUAGE TO CONFORM TO CURRENT STATE AND FEDERAL STANDARDS; ASSIGNING THE POSITION OF FLOOD PLAIN ADMINISTRATOR TO THE CITY'S DEPUTY CITY MANAGER / COMMUNITY DEVELOPMENT DIRECTOR; MODIFYING STANDARDS FOR DETERMINING LOWEST PERMITTED FLOOR ELEVATION OF STRUCTURES; REQUIRING RETENTION AREAS TO RETAIN 100 PERCENT OF A 100 YEAR FLOOD EVENT; REPEALING CONFLICTING ORDINANCES; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

SECTION I.

§10.5-4 of the Code of Ordinances is amended to read:

Sec. 10.5-4. - Coordination with the Florida Building Code.

This chapter is intended to be administered and enforced in conjunction with the Florida Building Code. Where cited, ASCE 24 refers to the latest edition of the standard that is referenced by the Florida Building Code.

§10.5-5 of the Code of Ordinances is amended to read:

Sec. 10.5-5. - Warning.

The degree of flood protection required by this chapter and the Florida Building Code, as amended by this community, is considered the minimum reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur. Flood heights may be increased by man-made or natural causes. This chapter does not imply that land outside of mapped special flood hazard areas, or that uses permitted within such flood hazard areas, will be free from flooding or flood damage. The flood hazard areas and base flood elevations contained in the flood insurance study and shown on flood insurance rate maps (FIRM) and the requirements of 44 CFR 59 and 60 may be revised by the Federal Emergency Management Agency requiring this community to revise these regulations to remain eligible for participation in the National Flood Insurance Program. No guaranty of vested use, existing use or future use is implied or expressed by compliance with this chapter.

§10.5-41 of the Code is amended to read:

Sec. 10.5-41. - Designation.

The Deputy City Manager / Community Development Director or his or her designee is designated as the floodplain administrator. The floodplain administrator may delegate performance of certain duties to other employees. The Building Official is designated as the authority for enforcement of buildings and structures subject to the Florida Building Code.

§10.5-82 of the Code is amended to read:

Sec. 10.5-82. - Information in flood hazard areas without base flood elevations (approximate zone A).

Where flood hazard areas are delineated on the FIRM, and base flood elevation data has not been provided, the floodplain administrator shall:

(1) Obtain, review, and provide to applicants base flood elevation and floodway data available from a federal or state agency or other source or require the applicant to obtain and use base flood elevation and floodway data available from a federal or state agency or other source; or

(2) Where base flood elevation and floodway data are not available from another source, where the available data are deemed by the floodplain administrator to not reasonably reflect flooding conditions, or where the available data are known to be scientifically or technically incorrect or otherwise inadequate, require the applicant to develop base flood elevation data prepared in accordance with currently accepted engineering practices

(3) Where the base flood elevation and floodway data are to be used to support a letter of map change from FEMA, advise the applicant that the analyses shall be prepared by a Florida licensed engineer in a format required by FEMA, and that it shall be the responsibility of the applicant to satisfy the submittal requirements and pay the processing fees.

§10.5-104 of the Code is amended to read:

Sec. 10.5-104. - Buildings, structures, and facilities exempt from the Florida Building Code, lowest floor inspection.

Upon placement of the lowest floor, including basement, and prior to further vertical construction, the owner of a building or structure exempt from the Florida Building Code, or the owner's authorized agent, shall submit to the floodplain administrator the certification of elevation of the lowest floor prepared and sealed by a Florida licensed professional surveyor.

§10.5-105 of the Code is amended to read:

Sec. 10.5-105. - Buildings, structures and facilities exempt from the Florida Building Code, final inspection.

As part of the final inspection, the owner or owner's authorized agent shall submit to the floodplain administrator a final certification of elevation of the lowest floor prepared and sealed by a Florida licensed professional surveyor; such certifications and documentations shall be prepared as specified in section 10.5-84.

§10.5-191 of the Code is amended to read:

Sec. 10.5-191. - Minimum requirements.

Subdivision proposals, including proposals for manufactured home parks and subdivisions, shall be reviewed to determine that:

- (1) Such proposals are consistent with the need to minimize flood damage and will be reasonably safe from flooding;
- (2) All public utilities and facilities such as sewer, gas, electric, communications, and water systems are located and constructed to minimize or eliminate flood damage; and
- (3) Adequate drainage is provided to reduce exposure to flood hazards; in zones AH and AO adequate drainage paths shall be provided to guide floodwaters around and away from proposed structures.
- (4) All designed retention areas have the capacity to retain 100% of the 100 year flood event.

§10.5-192 of the Code is amended to read:

Sec. 10.5-192. - Subdivision plats.

Where any portion of proposed subdivisions, including manufactured home parks and subdivisions, lies within a flood hazard area, the following shall be required:

- (1) Delineation of flood hazard areas, floodway boundaries and flood zones, and design flood elevations, as appropriate, shall be shown on subdivision construction site plans and final plats;
- (2) Where the subdivision has more than fifty (50) lots or is larger than five (5) acres and base flood elevations are not included on the FIRM, the base flood elevations determined in accordance with section 10.5-82; and
- (3) Compliance with the site improvement and utilities requirements of section 10.5-203.

§10.5-232 of the Code is amended to read:

Sec. 10.5-232. - Foundations.

All new manufactured homes and replacement manufactured homes installed in flood hazard areas shall be installed on permanent, reinforced foundations that are designed in accordance [with] the foundation requirements of the Florida Building Code, Residential Section R322 and this chapter.

§10.5-236 of the Code is amended to read:

Sec. 10.5-236. - Elevation requirement for existing manufactured home parks and subdivisions.

Manufactured homes that are not subject to section 10.5-235, including manufactured homes that are placed, replaced, or substantially improved on sites located in an existing manufactured home park or subdivision, unless on a site where substantial damage as result of flooding has occurred, shall be elevated such that the Bottom of the frame of the manufactured home is at or above the elevation required, as applicable to the flood hazard area, in the Florida Building Code, Residential Section R322(zone A).

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 _____ day of _____, 2016.

THE CITY OF LEESBURG, FLORIDA

BY: _____
JAY HURLEY, Mayor

Attest: _____
J. ANDI PURVIS, City Clerk

Chapter 10.5 - FLOOD DAMAGE PREVENTION AND PROTECTION

FOOTNOTE(S):

--- (1) ---

Editor's note— Ord. No. 12-59, § 2, adopted Sept. 10, 2012, repealed Ch. 10.5 and enacted a new chapter as set out herein. The former Ch. 10.5, §§ 10.5-1—10.5-7, pertained to similar subject matter and derived from Ord. No. 87-14, § 1, adopted March 23, 1987.

ARTICLE I. - ADMINISTRATION

DIVISION 1. - GENERALLY

Sec. 10.5-1. - Title.

These regulations shall be known as the Floodplain Management Ordinance of the City of Leesburg, hereinafter referred to as "this chapter."

(Ord. No. 12-59, § 2, 9-10-12; Ord. No. 12-77, § 2, 12-10-12)

Sec. 10.5-2. - Scope.

The provisions of this chapter shall apply to all development that is wholly within or partially within any flood hazard area, including but not limited to the subdivision of land; filling, grading, and other site improvements and utility installations; construction, alteration, remodeling, enlargement, improvement, replacement, repair, relocation or demolition of buildings, structures, and facilities that are exempt from the Florida Building Code; placement, installation, or replacement of manufactured homes and manufactured buildings; installation or replacement of tanks; placement of recreational vehicles; installation of swimming pools; and any other development.

(Ord. No. 12-59, § 2, 9-10-12; Ord. No. 12-77, § 2, 12-10-12)

Sec. 10.5-3. - Intent.

The purposes of this chapter and the flood load and flood resistant construction requirements of the Florida Building Code are to establish minimum requirements to safeguard the public health, safety, and general welfare and to minimize public and private losses due to flooding through regulation of development in flood hazard areas to:

- (1) Minimize unnecessary disruption of commerce, access and public service during times of flooding;
- (2) Require the use of appropriate construction practices in order to prevent or minimize future flood damage;
- (3) Manage filling, grading, dredging, mining, paving, excavation, drilling operations, storage of equipment or materials, and other development which may increase flood damage or erosion potential;
- (4) Manage the alteration of flood hazard areas, watercourses, and shorelines to minimize the impact of development on the natural and beneficial functions of the floodplain;
- (5) Minimize damage to public and private facilities and utilities;
- (6) Help maintain a stable tax base by providing for the sound use and development of flood hazard areas;

- (7) Minimize the need for future expenditure of public funds for flood control projects and response to and recovery from flood events; and
- (8) Meet the requirements of the National Flood Insurance Program for community participation as set forth in 44 CFR 59.22.

(Ord. No. 12-59, § 2, 9-10-12; Ord. No. 12-77, § 2, 12-10-12)

Sec. 10.5-4. - Coordination with the Florida Building Code.

This chapter is intended to be administered and enforced in conjunction with the Florida Building Code. Where cited, ASCE 24 refers to the latest edition of the standard that is referenced by the Florida Building Code.

(Ord. No. 12-59, § 2, 9-10-12; Ord. No. 12-77, § 2, 12-10-12)

Sec. 10.5-5. - Warning.

The degree of flood protection required by this chapter and the Florida Building Code, as amended by this community, is considered the minimum reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur. Flood heights may be increased by man-made or natural causes. This chapter does not imply that land outside of mapped special flood hazard areas, or that uses permitted within such flood hazard areas, will be free from flooding or flood damage. The flood hazard areas and base flood elevations contained in the flood insurance study and shown on flood insurance rate maps (FIRM) and the requirements of 44 CFR 59 and 60 may be revised by the Federal Emergency Management Agency requiring this community to revise these regulations to remain eligible for participation in the National Flood Insurance Program. No guaranty of vested use, existing use or future use is implied or expressed by compliance with this chapter.

(Ord. No. 12-59, § 2, 9-10-12; Ord. No. 12-77, § 2, 12-10-12)

Sec. 10.5-6. - Disclaimer of liability.

This chapter shall not create liability on the part of the city commission of the City of Leesburg or any officer or employee thereof for any flood damage that results from reliance on this chapter or any administrative decision lawfully made hereunder.

(Ord. No. 12-59, § 2, 9-10-12; Ord. No. 12-77, § 2, 12-10-12)

Secs. 10.5-7—10.5-20. - Reserved.

DIVISION 2. - APPLICABILITY

Sec. 10.5-21. - Generally.

Where there is a conflict between a general requirement and a specific requirement, the specific requirement shall be applicable.

(Ord. No. 12-59, § 2, 9-10-12; Ord. No. 12-77, § 2, 12-10-12)

Sec. 10.5-22. - Areas to which this chapter applies.

This chapter shall apply to all flood hazard areas within the City of Leesburg, as established in section 10.5-23.

(Ord. No. 12-59, § 2, 9-10-12; Ord. No. 12-77, § 2, 12-10-12)

Sec. 10.5-23. - Basis for establishing flood hazard areas.

The Flood Insurance Study for Lake County, Florida and Incorporated Areas dated December 18, 2012, and all subsequent amendments and revisions, and the accompanying flood insurance rate maps (FIRM), and all subsequent amendments and revisions to such maps, are adopted by reference as a part of this chapter and shall serve as the minimum basis for establishing flood hazard areas. Studies and maps that establish flood hazard areas are on file at the City of Leesburg.

(Ord. No. 12-59, § 2, 9-10-12; Ord. No. 12-77, § 2, 12-10-12)

Sec. 10.5-24. - Submission of additional data to establish flood hazard areas.

To establish flood hazard areas and base flood elevations, pursuant to division 5 of this article the floodplain administrator may require submission of additional data. Where field surveyed topography prepared by a Florida licensed professional surveyor or digital topography accepted by the community indicates that ground elevations:

- (1) Are below the closest applicable base flood elevation, even in areas not delineated as a special flood hazard area on a FIRM, the area shall be considered as flood hazard area and subject to the requirements of this chapter and, as applicable, the requirements of the Florida Building Code.
- (2) Are above the closest applicable base flood elevation, the area shall be regulated as special flood hazard area unless the applicant obtains a letter of map change that removes the area from the special flood hazard area.

(Ord. No. 12-59, § 2, 9-10-12; Ord. No. 12-77, § 2, 12-10-12)

Sec. 10.5-25. - Other laws.

The provisions of this chapter shall not be deemed to nullify any provisions of local, state or federal law.

(Ord. No. 12-59, § 2, 9-10-12; Ord. No. 12-77, § 2, 12-10-12)

Sec. 10.5-26. - Abrogation and greater restrictions.

This chapter supersedes any ordinance in effect for management of development in flood hazard areas. However, it is not intended to repeal or abrogate any existing ordinances including but not limited to land development regulations, zoning ordinances, stormwater management regulations, and the Florida Building Code. In the event of a conflict between this chapter and any other ordinance, the more restrictive shall govern. This chapter shall not impair any deed restriction, covenant or easement, but any land that is subject to such interests shall also be governed by this chapter.

(Ord. No. 12-59, § 2, 9-10-12; Ord. No. 12-77, § 2, 12-10-12)

Sec. 10.5-27. - Interpretation.

In the interpretation and application of this chapter, all provisions shall be:

- (1) Considered as minimum requirements;
- (2) Liberally construed in favor of the governing body; and
- (3) Deemed neither to limit nor repeal any other powers granted under state statutes.

(Ord. No. 12-59, § 2, 9-10-12; Ord. No. 12-77, § 2, 12-10-12)

Secs. 10.5-28—10.5-40. - Reserved.

DIVISION 3. - DUTIES AND POWERS OF THE FLOODPLAIN ADMINSTRATOR

Sec. 10.5-41. - Designation.

The Land Development Manager or their designee is designated as the floodplain administrator. The floodplain administrator may delegate performance of certain duties to other employees. The building official is designated as the authority for enforcement of buildings and structures subject to the Florida Building Code.

(Ord. No. 12-59, § 2, 9-10-12; Ord. No. 12-77, § 2, 12-10-12)

Sec. 10.5-42. - Generally.

The floodplain administrator is authorized and directed to administer and enforce the provisions of this chapter. The floodplain administrator shall have the authority to render interpretations of this chapter consistent with the intent and purpose of this chapter and may establish policies and procedures in order to clarify the application of its provisions. Such interpretations, policies, and procedures shall not have the effect of waiving requirements specifically provided in this chapter without the granting of a variance pursuant to division 7 of this article.

(Ord. No. 12-59, § 2, 9-10-12; Ord. No. 12-77, § 2, 12-10-12)

Sec. 10.5-43. - Applications and permits.

The floodplain administrator, in coordination with the building official and with other pertinent offices of the community, shall:

- (1) Review applications and plans to determine whether proposed new development will be located in flood hazard areas;
- (2) Review applications for modification of any existing development in flood hazard areas for compliance with the requirements of this chapter;
- (3) Interpret flood hazard area boundaries where such interpretation is necessary to determine the exact location of boundaries; a person contesting the determination shall have the opportunity to appeal the interpretation;
- (4) Provide available flood elevation and flood hazard information;
- (5) Determine whether additional flood hazard data shall be obtained from other sources or shall be developed by an applicant;
- (6) Review applications to determine whether proposed development will be reasonably safe from flooding;
- (7) Issue floodplain development permits or approvals for development other than buildings and structures that are subject to the Florida Building Code, including buildings, structures and facilities exempt from the Florida Building Code, when compliance with this chapter is demonstrated, or disapprove the same in the event of noncompliance; and
- (8) Coordinate with and provide comments to the building official to ensure that applications, plan reviews and inspections for buildings and structures in flood hazard areas comply with the applicable provisions of this chapter.

(Ord. No. 12-59, § 2, 9-10-12; Ord. No. 12-77, § 2, 12-10-12)

Sec. 10.5-44. - Determinations for existing buildings and structures.

For applications for building permits to improve buildings and structures, including alterations, movement, enlargement, replacement, repair, change of occupancy, additions, rehabilitations, renovations, substantial improvements, repairs of substantial damage, and any other improvement of or work on such buildings and structures, the building official, in coordination with the floodplain administrator, shall:

- (1) Estimate the market value, or require the applicant to obtain an appraisal of the market value prepared by a qualified independent appraiser, of the building or structure before the start of construction of the proposed work; in the case of repair, the market value of the building or structure shall be the market value before the damage occurred and before any repairs are made;
- (2) Compare the cost to perform the improvement, the cost to repair a damaged building to its pre-damaged condition, or the combined costs of improvements and repairs, if applicable, to the market value of the building or structure;
- (3) Determine and document whether the proposed work constitutes substantial improvement or repair of substantial damage; and
- (4) Notify the applicant if it is determined that the work constitutes substantial improvement or repair of substantial damage and that compliance with the flood resistant construction requirements of the Florida Building Code and this chapter is required.

(Ord. No. 12-59, § 2, 9-10-12; Ord. No. 12-77, § 2, 12-10-12)

Sec. 10.5-45. - Modifications of the strict application of the requirements of the Florida Building Code.

The floodplain administrator shall review requests submitted to the building official that seek approval to modify the strict application of the flood load and flood resistant construction requirements of the Florida Building Code to determine whether such requests require the granting of a variance pursuant to division 7 of this article.

(Ord. No. 12-59, § 2, 9-10-12; Ord. No. 12-77, § 2, 12-10-12)

Sec. 10.5-46. - Notices and orders.

The floodplain administrator shall coordinate with appropriate local agencies for the issuance of all necessary notices or orders to ensure compliance with this chapter.

(Ord. No. 12-59, § 2, 9-10-12; Ord. No. 12-77, § 2, 12-10-12)

Sec. 10.5-47. - Inspections.

The floodplain administrator shall make the required inspections as specified in division 6 of this article for development that is not subject to the Florida Building Code, including buildings, structures and facilities exempt from the Florida Building Code. The floodplain administrator shall inspect flood hazard areas to determine if development is undertaken without issuance of a permit.

(Ord. No. 12-59, § 2, 9-10-12; Ord. No. 12-77, § 2, 12-10-12)

Sec. 10.5-48. - Other duties of the floodplain administrator.

The floodplain administrator in coordination with the building official shall have other duties, including but not limited to:

- (1) The building official shall establish procedures for administering and documenting determinations of substantial improvement and substantial damage made pursuant to section 10.5-44
- (2) Require that applicants proposing alteration of a watercourse notify adjacent communities and the Florida Division of Emergency Management, State Floodplain Management Office, and submit copies of such notifications to the Federal Emergency Management Agency (FEMA);
- (3) Require applicants who submit hydrologic and hydraulic engineering analyses to support permit applications to submit to FEMA the data and information necessary to maintain the flood insurance rate maps if the analyses propose to change base flood elevations, flood hazard area boundaries, or floodway designations; such submissions shall be made within six (6) months of such data becoming available;

- (4) Review required design certifications and documentation of elevations specified by this chapter and the Florida Building Code to determine that such certifications and documentations are complete;
- (5) Notify the Federal Emergency Management Agency when the corporate boundaries of the City of Leesburg are modified.

(Ord. No. 12-59, § 2, 9-10-12; Ord. No. 12-77, § 2, 12-10-12)

Sec. 10.5-49. - Floodplain management records.

Regardless of any limitation on the period required for retention of public records, the floodplain administrator shall maintain and permanently keep and make available for public inspection all records that are necessary for the administration of this chapter and the flood resistant construction requirements of the Florida Building Code, including flood insurance rate maps; letters of change; records of issuance of permits and denial of permits; determinations of whether proposed work constitutes substantial improvement or repair of substantial damage; required design certifications and documentation of elevations specified by the Florida Building Code and this chapter; notifications to adjacent communities, FEMA, and the state related to alterations of watercourses; assurances that the flood carrying capacity of altered watercourses will be maintained; documentation related to appeals and variances, including justification for issuance or denial; and records of enforcement actions taken pursuant to this chapter and the flood resistant construction requirements of the Florida Building Code. These records shall be available for public inspection at the City of Leesburg.

(Ord. No. 12-59, § 2, 9-10-12; Ord. No. 12-77, § 2, 12-10-12)

Secs. 10.5-50—10.5-60. - Reserved.

DIVISION 4. - PERMITS

Sec. 10.5-61. - Permits required.

Any owner or owner's authorized agent (hereinafter "applicant") who intends to undertake any development activity within the scope of this chapter, including buildings, structures and facilities exempt from the Florida Building Code, which is wholly within or partially within any flood hazard area shall first make application to the floodplain administrator, and the building official if applicable, and shall obtain the required permit(s) and approval(s). No such permit or approval shall be issued until compliance with the requirements of this chapter and all other applicable codes and regulations has been satisfied.

(Ord. No. 12-59, § 2, 9-10-12; Ord. No. 12-77, § 2, 12-10-12)

Sec. 10.5-62. - Floodplain development permits or approvals.

Floodplain development permits or approvals shall be issued pursuant to this chapter for any development activities not subject to the requirements of the Florida Building Code, including buildings, structures and facilities exempt from the Florida Building Code. Depending on the nature and extent of proposed development that includes a building or structure, the floodplain administrator may determine that a floodplain development permit or approval is required in addition to a building permit.

(Ord. No. 12-59, § 2, 9-10-12; Ord. No. 12-77, § 2, 12-10-12)

Sec. 10.5-63. - Buildings, structures and facilities exempt from the Florida Building Code.

Pursuant to the requirements of federal regulation for participation in the National Flood Insurance Program (44 CFR 59 and 60), floodplain development permits or approvals shall be required for the

following buildings, structures and facilities that are exempt from the Florida Building Code, and any further exemptions provided by law, which are subject to the requirements of this chapter:

- (1) Railroads and ancillary facilities associated with the railroad.
- (2) Nonresidential farm buildings on farms, as provided in F.S. § 604.50.
- (3) Temporary buildings or sheds used exclusively for construction purposes.
- (4) Mobile or modular structures used as temporary offices.
- (5) Those structures or facilities of electric utilities, as defined in F.S. § 366.02, which are directly involved in the generation, transmission, or distribution of electricity.
- (6) Chickees constructed by the Miccosukee Tribe of Indians of Florida or the Seminole Tribe of Florida. As used in this paragraph, the term "chickee" means an open-sided wooden hut that has a thatched roof of palm or palmetto or other traditional materials, and that does not incorporate any electrical, plumbing, or other non-wood features.
- (7) Family mausoleums not exceeding two hundred fifty (250) square feet in area which are prefabricated and assembled on site or preassembled and delivered on site and have walls, roofs, and a floor constructed of granite, marble, or reinforced concrete.
- (8) Temporary housing provided by the department of corrections to any prisoner in the state correctional system.
- (9) Structures identified in F.S. § 553.73(10)(k) are not exempt from the Florida Building Code if such structures are located in flood hazard areas established on flood insurance rate maps.

(Ord. No. 12-59, § 2, 9-10-12; Ord. No. 12-77, § 2, 12-10-12)

Sec. 10.5-64. - Application for a permit or approval.

To obtain a floodplain development permit or approval the applicant shall first file an application in writing on a form furnished by the community. The information provided shall:

- (1) Identify and describe the development to be covered by the permit or approval.
- (2) Describe the land on which the proposed development is to be conducted by legal description, street address or similar description that will readily identify and definitively locate the site.
- (3) Indicate the use and occupancy for which the proposed development is intended.
- (4) Be accompanied by a site plan or construction documents as specified in division 5 of this article.
- (5) State the valuation of the proposed work.
- (6) Be signed by the applicant or the applicant's authorized agent.
- (7) Give such other data and information as required by the floodplain administrator.

(Ord. No. 12-59, § 2, 9-10-12; Ord. No. 12-77, § 2, 12-10-12)

Sec. 10.5-65. - Validity of permit or approval.

The issuance of a floodplain development permit or approval pursuant to this chapter shall not be construed to be a permit for, or approval of, any violation of this chapter, the Florida Building Codes, or any other ordinance of this community. The issuance of permits based on submitted applications, construction documents, and information shall not prevent the floodplain administrator from requiring the correction of errors and omissions.

(Ord. No. 12-59, § 2, 9-10-12; Ord. No. 12-77, § 2, 12-10-12)

Sec. 10.5-66. - Expiration.

A floodplain development permit or approval shall become invalid unless the work authorized by such permit is commenced within one hundred eighty (180) days after its issuance, or if the work authorized is suspended or abandoned for a period of one hundred eighty (180) days after the work commences. Extensions for periods of not more than one hundred eighty (180) days each shall be requested in writing and justifiable cause shall be demonstrated.

(Ord. No. 12-59, § 2, 9-10-12; Ord. No. 12-77, § 2, 12-10-12)

Sec. 10.5-67. - Suspension or revocation.

The floodplain administrator, is authorized to suspend or revoke a floodplain development permit or approval if the permit was issued in error, on the basis of incorrect, inaccurate or incomplete information, or in violation of this chapter or any other ordinance, regulation or requirement of this community.

(Ord. No. 12-59, § 2, 9-10-12; Ord. No. 12-77, § 2, 12-10-12)

Sec. 10.5-68. - Other permits required.

Floodplain development permits and building permits shall include a condition that all other applicable state or federal permits be obtained before commencement of the permitted development, including but not limited to the following:

- (1) The St. Johns Water Management District, F.S. § 373.036.
- (2) Florida Department of Health for onsite sewage treatment and disposal systems, F.S. § 381.0065 and Chapter 64E-6, F.A.C.
- (3) Florida Department of Environmental Protection for activities subject to the Joint Coastal Permit, F.S. § 161.055.
- (4) Florida Department of Environmental Protection for activities that affect wetlands and alter surface water flows, in conjunction with the U.S. Army Corps of Engineers, Section 404 of the Clean Water Act.

(Ord. No. 12-77, § 2, 12-10-12)

Secs. 10.5-69—10.5-80. - Reserved.

DIVISION 5. - SITE PLANS AND CONSTRUCTION DOCUMENTS

Sec. 10.5-81. - Information for development in flood hazard areas.

The site plan or construction documents for any development subject to the requirements of this chapter shall be drawn to scale and shall include, as applicable to the proposed development:

- (1) Delineation of flood hazard areas, floodway boundaries and flood zone(s), base flood elevation(s), and ground elevations if necessary for review of the proposed development.
- (2) Where flood hazard areas, base flood elevations, or floodway data are not included on the FIRM or in the flood insurance study, they shall be established in accordance with section 10.5-82
- (3) Where the parcel on which the proposed development will take place will have more than fifty (50) lots or is larger than five (5) acres and the base flood elevations are not included on the FIRM or in the flood insurance study, such elevations shall be established in accordance with section 10.5-82(1) or (2).
- (4) Location of the proposed activity and proposed structures, and locations of existing buildings and structures.

- (5) Location, extent, amount, and proposed final grades of any filling, grading, or excavation.
- (6) Where the placement of fill is proposed, the amount, type, and source of fill material; compaction specifications; a description of the intended purpose of the fill areas; and evidence that the proposed fill areas are the minimum necessary to achieve the intended purpose.
- (7) Existing and proposed alignment of any proposed alteration of a watercourse.

The floodplain administrator, in coordination with the building official, is authorized to waive the submission of site plans, construction documents, and other data not required to be prepared by a registered design professional if it is found that the nature of the proposed development is such that the review of such submissions is not necessary to ascertain compliance with this chapter.

(Ord. No. 12-59, § 2, 9-10-12; Ord. No. 12-77, § 2, 12-10-12)

Sec. 10.5-82. - Information in flood hazard areas without base flood elevations (approximate zone A).

Where flood hazard areas are delineated on the FIRM and base flood elevation data has not been provided, the floodplain administrator shall:

- (1) Obtain, review, and provide to applicants base flood elevation and floodway data available from a federal or state agency or other source or require the applicant to obtain and use base flood elevation and floodway data available from a federal or state agency or other source; or
- (2) Where base flood elevation and floodway data are not available from another source, where the available data are deemed by the floodplain administrator to not reasonably reflect flooding conditions, or where the available data are known to be scientifically or technically incorrect or otherwise inadequate, require the applicant to develop base flood elevation data prepared in accordance with currently accepted engineering practices
- (3) Where the base flood elevation and floodway data are to be used to support a letter of map change from FEMA, advise the applicant that the analyses shall be prepared by a Florida licensed engineer in a format required by FEMA, and that it shall be the responsibility of the applicant to satisfy the submittal requirements and pay the processing fees.

(Ord. No. 12-59, § 2, 9-10-12; Ord. No. 12-77, § 2, 12-10-12)

Sec. 10.5-83. - Additional analyses and certifications.

As applicable to the location and nature of the proposed development activity, and in addition to the requirements of this section, the applicant shall have the following analyses signed and sealed by a Florida licensed engineer for submission with the site plan and construction documents:

- (1) For development activities proposed to be located in a regulatory floodway, a floodway encroachment analysis that demonstrates that the encroachment of the proposed development will not cause any increase in base flood elevations; where the applicant proposes to undertake development activities that do increase base flood elevations, the applicant shall submit such analysis to FEMA as specified in section 10.5-84 and shall submit the conditional letter of map revision, if issued by FEMA, with the site plan and construction documents.
- (2) For development activities proposed to be located in a riverine flood hazard area for which base flood elevations are included in the flood insurance study or on the FIRM and floodways have not been designated, a floodway encroachment analysis which demonstrates that the cumulative effect of the proposed development, when combined with all other existing and anticipated flood hazard area encroachments, will not increase the base flood elevation more than one (1) foot at any point within the community. This requirement does not apply in isolated flood hazard areas not connected to a riverine flood hazard area or in flood hazard areas identified as zone AO or zone AH.
- (3) For alteration of a watercourse, an engineering analysis prepared in accordance with standard engineering practices which demonstrates that the flood-carrying capacity of the altered or

relocated portion of the watercourse will not be decreased, and certification that the altered watercourse shall be maintained in a manner which preserves the channel's flood-carrying capacity; the applicant shall submit the analysis to FEMA as specified in section 10.5-84

(Ord. No. 12-59, § 2, 9-10-12; Ord. No. 12-77, § 2, 12-10-12)

Sec. 10.5-84. - Submission of additional data.

When additional hydrologic, hydraulic or other engineering data, studies, and additional analyses are submitted to support an application, the applicant has the right to seek a letter of map change from FEMA to change the base flood elevations, change floodway boundaries, or change boundaries of flood hazard areas shown on FIRMs, and to submit such data to FEMA for such purposes. The analyses shall be prepared by a Florida licensed engineer in a format required by FEMA. Submittal requirements and processing fees shall be the responsibility of the applicant.

(Ord. No. 12-59, § 2, 9-10-12; Ord. No. 12-77, § 2, 12-10-12)

Secs. 10.5-85—10.5-100. - Reserved.

DIVISION 6. - INSPECTIONS

Sec. 10.5-101. - Generally.

Development for which a floodplain development permit or approval is required shall be subject to inspection.

(Ord. No. 12-59, § 2, 9-10-12; Ord. No. 12-77, § 2, 12-10-12)

Sec. 10.5-102. - Development other than buildings and structures.

The floodplain administrator shall inspect all development to determine compliance with the requirements of this chapter and the conditions of issued floodplain development permits or approvals.

(Ord. No. 12-59, § 2, 9-10-12; Ord. No. 12-77, § 2, 12-10-12)

Sec. 10.5-103. - Buildings, structures and facilities exempt from the Florida Building Code.

The floodplain administrator shall inspect buildings, structures and facilities exempt from the Florida Building Code to determine compliance with the requirements of this chapter and the conditions of issued floodplain development permits or approvals.

(Ord. No. 12-59, § 2, 9-10-12; Ord. No. 12-77, § 2, 12-10-12)

Sec. 10.5-104. - Buildings, structures, and facilities exempt from the Florida Building Code, lowest floor inspection.

Upon placement of the lowest floor, including basement, and prior to further vertical construction, the owner of a building or structure exempt from the Florida Building Code, or the owner's authorized agent, shall submit to the floodplain administrator the certification of elevation of the lowest floor prepared and sealed by a Florida licensed professional surveyor(Ord. No. 12-59, § 2, 9-10-12; Ord. No. 12-77, § 2, 12-10-12)

Sec. 10.5-105. - Buildings, structures and facilities exempt from the Florida Building Code, final inspection.

As part of the final inspection, the owner or owner's authorized agent shall submit to the floodplain administrator a final certification of elevation of the lowest floor prepared and sealed by a Florida licensed professional surveyor; such certifications and documentations shall be prepared as specified in section 10.5-84.

(Ord. No. 12-59, § 2, 9-10-12; Ord. No. 12-77, § 2, 12-10-12)

Sec. 10.5-106. - Manufactured homes.

The building official shall inspect manufactured homes that are installed or replaced in flood hazard areas to determine compliance with the requirements of this chapter and the conditions of the issued permit. Upon placement of a manufactured home, certification of the elevation of the lowest floor shall be submitted to the building official.

(Ord. No. 12-59, § 2, 9-10-12; Ord. No. 12-77, § 2, 12-10-12)

Secs. 10.5-107—10.5-120. - Reserved.

DIVISION 7. - VARIANCES AND APPEALS

Sec. 10.5-121. - Generally.

The city planning commission shall hear and decide on requests for appeals and requests for variances from the strict application of the requirements of this chapter. Pursuant to F.S. § 553.17(6), the city planning commission shall hear and decide on requests for appeals and requests for variances from the strict application of the flood resistant construction requirements of the Florida Building Code. This section does not apply to Section 3109 of the Florida Building Code.

(Ord. No. 12-59, § 2, 9-10-12; Ord. No. 12-77, § 2, 12-10-12)

Sec. 10.5-122. - Appeals.

The city planning commission shall hear and decide appeals when it is alleged there is an error in any requirement, decision, or determination made by the floodplain administrator in the administration and enforcement of this chapter. Any person aggrieved by the decision of city planning commission may appeal such decision to the circuit court, as provided by Florida Statutes.

(Ord. No. 12-59, § 2, 9-10-12; Ord. No. 12-77, § 2, 12-10-12)

Sec. 10.5-123. - Limitations on authority to grant variances.

The city planning commission shall base its decisions on variances on technical justifications submitted by applicants, the considerations for issuance in section 10.5-127, the conditions of issuance set forth in section 10.5-128, and the comments and recommendations of the floodplain administrator and the building official. The city planning commission has the right to attach such conditions as it deems necessary to further the purposes and objectives of this chapter.

(Ord. No. 12-59, § 2, 9-10-12; Ord. No. 12-77, § 2, 12-10-12)

Sec. 10.5-124. - Restrictions in floodways.

A variance shall not be issued for any proposed development in a floodway if any increase in base flood elevations would result, as evidenced by the applicable analyses and certifications required in section 10.5-83.

(Ord. No. 12-59, § 2, 9-10-12; Ord. No. 12-77, § 2, 12-10-12)

Sec. 10.5-125. - Historic buildings.

A variance is authorized to be issued for the repair, improvement, or rehabilitation of a historic building that is determined eligible for the exception to the flood resistant construction requirements of the Florida Building Code, Existing Building, Chapter 11 Historic Buildings, upon a determination that the proposed repair, improvement, or rehabilitation will not preclude the building's continued designation as a historic building and the variance is the minimum necessary to preserve the historic character and design of the building. If the proposed work precludes the building's continued designation as a historic building, a variance shall not be granted and the building and any repair, improvement, and rehabilitation shall be subject to the requirements of the Florida Building Code unless such variance is approved by the historic preservation board and the city planning commission.

(Ord. No. 12-59, § 2, 9-10-12; Ord. No. 12-77, § 2, 12-10-12)

Sec. 10.5-126. - Functionally dependent uses.

A variance is authorized to be issued for the construction or substantial improvement necessary for the conduct of a functionally dependent use, as defined in this chapter, provided the variance meets the requirements of section 10.5-124, is the minimum necessary considering the flood hazard, and all due consideration has been given to use of methods and materials that minimize flood damage during occurrence of the base flood.

(Ord. No. 12-59, § 2, 9-10-12; Ord. No. 12-77, § 2, 12-10-12)

Sec. 10.5-127. - Considerations for issuance of variances.

In reviewing requests for variances, the planning commission shall consider all technical evaluations, all relevant factors, and all other applicable provisions of the Florida Building Code, this chapter, and the following:

- (1) The danger that materials and debris may be swept onto other lands resulting in further injury or damage;
- (2) The danger to life and property due to flooding or erosion damage;
- (3) The susceptibility of the proposed development, including contents, to flood damage and the effect of such damage on current and future owners;
- (4) The importance of the services provided by the proposed development to the community;
- (5) The availability of alternate locations for the proposed development that are subject to lower risk of flooding or erosion;
- (6) The compatibility of the proposed development with existing and anticipated development;
- (7) The relationship of the proposed development to the comprehensive plan and floodplain management program for the area;
- (8) The safety of access to the property in times of flooding for ordinary and emergency vehicles;
- (9) The expected heights, velocity, duration, rate of rise and debris and sediment transport of the floodwaters and the effects of wave action, if applicable, expected at the site; and
- (10) The costs of providing governmental services during and after flood conditions including maintenance and repair of public utilities and facilities such as sewer, gas, electrical and water systems, streets and bridges.

(Ord. No. 12-59, § 2, 9-10-12; Ord. No. 12-77, § 2, 12-10-12)

Sec. 10.5-128. - Conditions for issuance of variances.

Variances shall be issued only upon:

- (1) Submission by the applicant, of a showing of good and sufficient cause that the unique characteristics of the size, configuration, or topography of the site limit compliance with any provision of this chapter or the required elevation standards;
- (2) Determination by the city planning commission that:
 - a. Failure to grant the variance would result in exceptional hardship due to the physical characteristics of the land that render the lot undevelopable; increased costs to satisfy the requirements or inconvenience do not constitute hardship;
 - b. The granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, nor create nuisances, cause fraud on or victimization of the public or conflict with existing local laws and ordinances; and
 - c. The variance is the minimum necessary, considering the flood hazard, to afford relief;
- (3) Receipt of a signed statement by the applicant that the variance, if granted, shall be recorded in the office of the clerk of the court in such a manner that it appears in the chain of title of the affected parcel of land; and
- (4) If the request is for a variance to allow construction of the lowest floor of a new building, or substantial improvement of a building, below the required elevation a copy in the record of a written notice from the floodplain administrator to the applicant for the variance, specifying the difference between the base flood elevation and the proposed elevation of the lowest floor, stating that the cost of federal flood insurance will be commensurate with the increased risk resulting from the reduced floor elevation (up to amounts as high as twenty-five dollars (\$25.00) for one hundred dollars (\$100.00) of insurance coverage), and stating that construction below the base flood elevation increases risks to life and property.

(Ord. No. 12-59, § 2, 9-10-12; Ord. No. 12-77, § 2, 12-10-12)

Secs. 10.5-129—10.5-140. - Reserved.

DIVISION 8. - VIOLATIONS

Sec. 10.5-141. - Violations.

Any development that is not within the scope of the Florida Building Code but that is regulated by this chapter that is performed without an issued permit, that is in conflict with an issued permit or that does not fully comply with this chapter shall be deemed a violation of this chapter. A building or structure without the documentation of elevation of the lowest floor, other required design certifications, or other evidence of compliance required by this chapter or the Florida Building Code is presumed to be a violation until such time as that documentation is provided.

(Ord. No. 12-59, § 2, 9-10-12; Ord. No. 12-77, § 2, 12-10-12)

Sec. 10.5-142. - Authority.

For development that is not within the scope of the Florida Building Code but that is regulated by this chapter and that is determined to be a violation, the floodplain administrator is authorized to serve notices of violation or stop work orders to owners of the property involved, to the owner's agent, or to the person or persons performing the work.

(Ord. No. 12-59, § 2, 9-10-12; Ord. No. 12-77, § 2, 12-10-12)

Sec. 10.5-143. - Unlawful continuance.

Any person who shall continue any work after having been served with a notice of violation or a stop work order, except such work as that person is directed to perform to remove or remedy a violation or unsafe condition, shall be subject to penalties as prescribed by law.

(Ord. No. 12-59, § 2, 9-10-12; Ord. No. 12-77, § 2, 12-10-12)

Secs. 10.5-144—10.5-160. - Reserved.

ARTICLE II. - DEFINITIONS

Sec. 10.5-161. - Scope.

Unless otherwise expressly stated, the following words and terms shall, for the purposes of this chapter, have the meanings shown in this article.

(Ord. No. 12-59, § 2, 9-10-12; Ord. No. 12-77, § 2, 12-10-12)

Sec. 10.5-162. - Terms defined in the Florida Building Code.

Where terms are not defined in this chapter and are defined in the Florida Building Code, such terms shall have the meanings ascribed to them in that code.

(Ord. No. 12-59, § 2, 9-10-12; Ord. No. 12-77, § 2, 12-10-12)

Sec. 10.5-163. - Terms not defined.

Where terms are not defined in this chapter or the Florida Building Code, such terms shall have ordinarily accepted meanings such as the context implies.

(Ord. No. 12-59, § 2, 9-10-12; Ord. No. 12-77, § 2, 12-10-12)

Sec. 10.5-164. - Definitions.

Alteration of a watercourse. A dam, impoundment, channel relocation, change in channel alignment, channelization, or change in cross-sectional area of the channel or the channel capacity, or any other form of modification which may alter, impede, retard or change the direction and/or velocity of the riverine flow of water during conditions of the base flood.

Appeal. A request for a review of the floodplain administrator's interpretation of any provision of this chapter or a request for a variance.

ASCE 24. A standard titled Flood Resistant Design and Construction that is referenced by the Florida Building Code. ASCE 24 is developed and published by the American Society of Civil Engineers, Reston, VA.

Base flood. A flood having a one (1) percent chance of being equaled or exceeded in any given year. The base flood is commonly referred to as the "100-year flood" or the "one-percent-annual chance flood." (Also defined in FBC, B, Section 1612.2.)

Base flood elevation. The elevation of the base flood, including wave height, relative to the National Geodetic Vertical Datum (NGVD), North American Vertical Datum (NAVD) or other datum specified on the flood insurance rate map (FIRM). (Also defined in FBC, B, Section 1612.2.)

Basement. The portion of a building having its floor subgrade (below ground level) on all sides. (Also defined in FBC, B, Section 1612.2.)

Design flood. The flood associated with the greater of the following two areas (also defined in FBC, B, Section 1612.2):

- (1) Area with a floodplain subject to a one (1) percent or greater chance of flooding in any year; or
- (2) Area designated as a flood hazard area on the community's flood hazard map, or otherwise legally designated.

Design flood elevation. The elevation of the "design flood," including wave height, relative to the datum specified on the community's legally designated flood hazard map. In areas designated as zone AO, the design flood elevation shall be the elevation of the highest existing grade of the building's perimeter plus the depth number (in feet) specified on the flood hazard map. In areas designated as zone AO where the depth number is not specified on the map, the depth number shall be taken as being equal to two (2) feet. (Also defined in FBC, B, Section 1612.2.)

Development. Any man-made change to improved or unimproved real estate, including but not limited to, buildings or other structures, tanks, temporary structures, temporary or permanent storage of equipment or materials, mining, dredging, filling, grading, paving, excavations, drilling operations or any other land disturbing activities.

Encroachment. The placement of fill, excavation, buildings, permanent structures or other development into a flood hazard area which may impede or alter the flow capacity of riverine flood hazard areas.

Existing building and existing structure. Any buildings and structures for which the "start of construction" commenced on or before July 9, 1985. (Also defined in FBC, B, Section 1612.2.)

Existing manufactured home park or subdivision. A manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or before July 9, 1985.

Expansion to an existing manufactured home park or subdivision. The preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).

Federal Emergency Management Agency (FEMA). The federal agency that, in addition to carrying out other functions, administers the National Flood Insurance Program.

Flood or flooding. A general and temporary condition of partial or complete inundation of normally dry land from (also defined in FBC, B, Section 1612.2):

- (1) The overflow of inland or tidal waters.
- (2) The unusual and rapid accumulation or runoff of surface waters from any source.

Flood damage-resistant materials. Any construction material capable of withstanding direct and prolonged contact with floodwaters without sustaining any damage that requires more than cosmetic repair. (Also defined in FBC, B, Section 1612.2.)

Flood hazard area. The greater of the following two areas (also defined in FBC, B, Section 1612.2):

- (1) The area within a floodplain subject to a one (1) percent or greater chance of flooding in any year.
- (2) The area designated as a flood hazard area on the community's flood hazard map, or otherwise legally designated.

Flood insurance rate map (FIRM). The official map of the community on which the Federal Emergency Management Agency has delineated both special flood hazard areas and the risk premium zones applicable to the community. (Also defined in FBC, B, Section 1612.2.)

Flood insurance study (FIS). The official report provided by the Federal Emergency Management Agency that contains the flood insurance rate map, the flood boundary and floodway map (if applicable), the water surface elevations of the base flood, and supporting technical data. (Also defined in FBC, B, Section 1612.2.)

Floodplain administrator. The office or position designated and charged with the administration and enforcement of this chapter (may be referred to as the floodplain manager).

Floodplain development permit or approval. An official document or certificate issued by the community, or other evidence of approval or concurrence, which authorizes performance of specific development activities that are located in flood hazard areas and that are determined to be compliant with this chapter.

Floodway. The channel of a river or other riverine watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one (1) foot. (Also defined in FBC, B, Section 1612.2.)

Floodway encroachment analysis. An engineering analysis of the impact that a proposed encroachment into a floodway is expected to have on the floodway boundaries and base flood elevations; the evaluation shall be prepared by a qualified Florida licensed engineer using standard engineering methods and models.

Florida Building Code. The family of codes adopted by the Florida Building Commission, including: Florida Building Code, Building; Florida Building Code, Residential; Florida Building Code, Existing Building; Florida Building Code, Mechanical; Florida Building Code, Plumbing; Florida Building Code, Fuel Gas.

Functionally dependent use. A use which cannot perform its intended purpose unless it is located or carried out in close proximity to water, including only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities; the term does not include long-term storage or related manufacturing facilities.

Highest adjacent grade. The highest natural elevation of the ground surface prior to construction next to the proposed walls or foundation of a structure.

Historic structure. Any structure that is determined eligible for the exception to the flood hazard area requirements of the Florida Building Code, Existing Building, Chapter 11 Historic Buildings.

Letter of map change (LOMC). An official determination issued by FEMA that amends or revises an effective flood insurance rate map or flood insurance study. Letters of map change include:

Letter of map amendment (LOMA): An amendment based on technical data showing that a property was incorrectly included in a designated special flood hazard area. A LOMA amends the current effective flood insurance rate map and establishes that a specific property, portion of a property, or structure is not located in a special flood hazard area.

Letter of map revision (LOMR): A revision based on technical data that may show changes to flood zones, flood elevations, special flood hazard area boundaries and floodway delineations, and other planimetric features.

Letter of map revision based on fill (LOMR-F): A determination that a structure or parcel of land has been elevated by fill above the base flood elevation and is, therefore, no longer located within the special flood hazard area. In order to qualify for this determination, the fill must have been permitted and placed in accordance with the community's floodplain management regulations.

Conditional letter of map revision (CLOMR): A formal review and comment as to whether a proposed flood protection project or other project complies with the minimum NFIP requirements for such projects with respect to delineation of special flood hazard areas. A CLOMR does not revise the effective flood insurance rate map or flood insurance study; upon submission and approval of certified as-built documentation, a letter of map revision may be issued by FEMA to revise the effective FIRM.

Light-duty truck. As defined in 40 CFR 86.082-2, any motor vehicle rated at eight thousand five hundred (8,500) pounds gross vehicular weight rating or less which has a vehicular curb weight of six thousand (6,000) pounds or less and which has a basic vehicle frontal area of forty-five (45) square feet or less, which is:

- (1) Designed primarily for purposes of transportation of property or is a derivation of such a vehicle; or
- (2) Designed primarily for transportation of persons and has a capacity of more than twelve (12) persons; or
- (3) Available with special features enabling off-street or off-highway operation and use.

Lowest floor. The lowest floor of the lowest enclosed area of a building or structure, including basement, but excluding any unfinished or flood-resistant enclosure, usable solely for vehicle parking, building access or limited storage provided that such enclosure is not built so as to render the structure in violation of the Florida Building Code or ASCE 24. (Also defined in FBC, B, Section 1612.2.)

Manufactured home. A structure, transportable in one (1) or more sections, which is eight (8) feet or more in width and greater than four hundred (400) square feet, and which is built on a permanent, integral chassis and is designed for use with or without a permanent foundation when attached to the required utilities. The term "manufactured home" does not include a "recreational vehicle" or "park trailer." (Also defined in 15C-1.0101, F.A.C.)

Manufactured home park or subdivision. A parcel (or contiguous parcels) of land divided into two (2) or more manufactured home lots for rent or sale.

Market value. The price at which a property will change hands between a willing buyer and a willing seller, neither party being under compulsion to buy or sell and both having reasonable knowledge of relevant facts. As used in this chapter, the term refers to the market value of buildings and structures, excluding the land and other improvements on the parcel. Market value may be established by a qualified independent appraiser, actual cash value (replacement cost depreciated for age and quality of construction), or tax assessment value adjusted to approximate market value by a factor provided by the property appraiser.

New construction. For the purposes of administration of this chapter and the flood resistant construction requirements of the Florida Building Code, structures for which the "start of construction" commenced on or after July 9, 1985, and includes any subsequent improvements to such structures.

New manufactured home park or subdivision. A manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after July 9, 1985.

Park trailer. A transportable unit which has a body width not exceeding fourteen (14) feet and which is built on a single chassis and is designed to provide seasonal or temporary living quarters when connected to utilities necessary for operation of installed fixtures and appliances. (Defined in 15C-1.0101, F.A.C.)

Recreational vehicle. A vehicle, including a park trailer, which is (defined in F.S. § 320.01(b)):

- (1) Built on a single chassis;
- (2) Four hundred (400) square feet or less when measured at the largest horizontal projection;
- (3) Designed to be self-propelled or permanently towable by a light-duty truck; and
- (4) Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

Special flood hazard area. An area in the floodplain subject to a one (1) percent or greater chance of flooding in any given year. Special flood hazard areas are shown on FIRMs as zone A, AO, A1-A30, AE, A99, AH, V1-V30, VE or V. (Also defined in FBC, B Section 1612.2.)

Start of construction. The date of issuance for new construction and substantial improvements to existing structures, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement is within one hundred eighty (180) days of the date of the issuance. The actual start of construction means either the first placement of permanent construction of a building

(including a manufactured home) on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns.

Permanent construction does not include land preparation (such as clearing, grading, or filling), the installation of streets or walkways, excavation for a basement, footings, piers, or foundations, the erection of temporary forms or the installation of accessory buildings such as garages or sheds not occupied as dwelling units or not part of the main buildings. For a substantial improvement, the actual "start of construction" means the first alteration of any wall, ceiling, floor or other structural part of a building, whether or not that alteration affects the external dimensions of the building. (Also defined in FBC, B Section 1612.2.)

Substantial damage. Damage of any origin sustained by a building or structure whereby the cost of restoring the building or structure to its before-damaged condition would equal or exceeds fifty (50) percent of the market value of the building or structure before the damage occurred. (Also defined in FBC, B Section 1612.2.)

Substantial improvement. Any repair, reconstruction, rehabilitation, addition, or other improvement of a building or structure, the cost of which equals or exceeds fifty (50) percent of the market value of the building or structure before the improvement or repair is started. If the structure has incurred "substantial damage," any repairs are considered substantial improvement regardless of the actual repair work performed. The term does not, however, include either (also defined in FBC, B, Section 1612.2):

- (1) Any project for improvement of a building required to correct existing health, sanitary, or safety code violations identified by the building official and that are the minimum necessary to assure safe living conditions.
- (2) Any alteration of a historic structure provided the alteration will not preclude the structure's continued designation as a historic structure and the alteration is approved by variance issued pursuant to division 7 of this article.

Variance. A grant of relief from the requirements of this chapter, or the flood resistant construction requirements of the Florida Building Code, which permits construction in a manner that would not otherwise be permitted by this chapter or the Florida Building Code.

Watercourse. A river, creek, stream, channel or other topographic feature in, on, through, or over which water flows at least periodically.

(Ord. No. 12-59, § 2, 9-10-12; Ord. No. 12-77, § 2, 12-10-12)

Secs. 10.5-165—10.5-180. - Reserved.

ARTICLE III. - FLOOD RESISTANT DEVELOPMENT

DIVISION 1. - BUILDINGS AND STRUCTURES

Sec. 10.5-181. - Design and construction of buildings, structures and facilities exempt from the Florida Building Code.

Pursuant to section 10.5-63, buildings, structures, and facilities that are exempt from the Florida Building Code, including substantial improvement or repair of substantial damage of such buildings, structures and facilities, shall be designed and constructed in accordance with the flood load and flood resistant construction requirements of ASCE 24. Structures exempt from the Florida Building Code that are not walled and roofed buildings shall comply with the requirements of division 7 of this article.

(Ord. No. 12-59, § 2, 9-10-12; Ord. No. 12-77, § 2, 12-10-12)

Secs. 10.5-182—10.5-190. - Reserved.

DIVISION 2. - SUBDIVISIONS

Sec. 10.5-191. - Minimum requirements.

Subdivision proposals, including proposals for manufactured home parks and subdivisions, shall be reviewed to determine that:

- (1) Such proposals are consistent with the need to minimize flood damage and will be reasonably safe from flooding;
- (2) All public utilities and facilities such as sewer, gas, electric, communications, and water systems are located and constructed to minimize or eliminate flood damage; and
- (3) Adequate drainage is provided to reduce exposure to flood hazards; in zones AH and AO adequate drainage paths shall be provided to guide floodwaters around and away from proposed structures.
- (4) All designed retention areas have the capacity to retain 100% of the 100 year flood event

(Ord. No. 12-59, § 2, 9-10-12; Ord. No. 12-77, § 2, 12-10-12)

Sec. 10.5-192. - Subdivision plats.

Where any portion of proposed subdivisions, including manufactured home parks and subdivisions, lies within a flood hazard area, the following shall be required:

- (1) Delineation of flood hazard areas, floodway boundaries and flood zones, and design flood elevations, as appropriate, shall be shown on subdivision construction site plans and final plats;
- (2) Where the subdivision has more than fifty (50) lots or is larger than five (5) acres and base flood elevations are not included on the FIRM, the base flood elevations determined in accordance with section 10.5-82; and
- (3) Compliance with the site improvement and utilities requirements of section 10.5-203

(Ord. No. 12-59, § 2, 9-10-12; Ord. No. 12-77, § 2, 12-10-12)

Secs. 10.5-193—10.5-200. - Reserved.

DIVISION 3. - SITE IMPROVEMENTS, UTILITIES AND LIMITATIONS

Sec. 10.5-201. - Minimum requirements.

All proposed new development shall be reviewed to determine that:

- (1) Such proposals are consistent with the need to minimize flood damage and will be reasonably safe from flooding;
- (2) All public utilities and facilities such as sewer, gas, electric, communications, and water systems are located and constructed to minimize or eliminate flood damage; and
- (3) Adequate drainage is provided to reduce exposure to flood hazards; in zones AH and AO adequate drainage paths shall be provided to guide floodwaters around and away from proposed structures.

(Ord. No. 12-59, § 2, 9-10-12; Ord. No. 12-77, § 2, 12-10-12)

Sec. 10.5-202. - Sanitary sewage facilities.

All new and replacement sanitary sewage facilities, private sewage treatment plants (including all pumping stations and collector systems), and on-site waste disposal systems shall be designed in accordance with the standards for onsite sewage treatment and disposal systems in Chapter 64E-6, F.A.C. and ASCE 24 Chapter 7 to minimize or eliminate infiltration of floodwaters into the facilities and discharge from the facilities into flood waters, and impairment of the facilities and systems.

(Ord. No. 12-59, § 2, 9-10-12; Ord. No. 12-77, § 2, 12-10-12)

Sec. 10.5-203. - Water supply facilities.

All new and replacement water supply facilities shall be designed in accordance with the water well construction standards in Chapter 62-532.500, F.A.C. and ASCE 24 Chapter 7 to minimize or eliminate infiltration of floodwaters into the systems.

(Ord. No. 12-59, § 2, 9-10-12; Ord. No. 12-77, § 2, 12-10-12)

Sec. 10.5-204. - Limitations on sites in regulatory floodways.

Development, site improvements, and land disturbing activity involving fill or regrading shall not be authorized in the regulatory floodway unless the floodway encroachment analysis required in section 10.5-83(1) demonstrates that the proposed development or land disturbing activity will not result in any increase in the base flood elevation.

(Ord. No. 12-59, § 2, 9-10-12; Ord. No. 12-77, § 2, 12-10-12)

Sec. 10.5-205. - Limitations on placement of fill.

Subject to the limitations of this chapter, fill shall be designed to be stable under conditions of flooding including rapid rise and rapid drawdown of floodwaters, prolonged inundation, and protection against flood-related erosion and scour. In addition to these requirements, if intended to support buildings and structures, fill shall comply with the requirements of the Florida Building Code.

(Ord. No. 12-59, § 2, 9-10-12; Ord. No. 12-77, § 2, 12-10-12)

Secs. 10.5-206—10.5-230. - Reserved.

DIVISION 4. - MANUFACTURED HOMES

Sec. 10.5-231. - Generally.

All manufactured homes installed in flood hazard areas shall be installed by an installer that is licensed pursuant to F.S. § 320.8249, and shall comply with the requirements of Chapter 15C-1, F.A.C. and the requirements of this chapter.

(Ord. No. 12-59, § 2, 9-10-12; Ord. No. 12-77, § 2, 12-10-12)

Sec. 10.5-232. - Foundations.

All new manufactured homes and replacement manufactured homes installed in flood hazard areas shall be installed on permanent, reinforced foundations that are designed in accordance [with] the foundation requirements of the Florida Building Code, Residential Section R322 and this chapter.

(Ord. No. 12-59, § 2, 9-10-12; Ord. No. 12-77, § 2, 12-10-12)

Sec. 10.5-233. - Anchoring.

All new manufactured homes and replacement manufactured homes shall be installed using methods and practices which minimize flood damage and shall be securely anchored to an adequately anchored foundation system to resist flotation, collapse or lateral movement. Methods of anchoring include, but are not limited to, use of over-the-top or frame ties to ground anchors. This anchoring requirement is in addition to applicable state and local anchoring requirements for wind resistance.

(Ord. No. 12-59, § 2, 9-10-12; Ord. No. 12-77, § 2, 12-10-12)

Sec. 10.5-234. - Elevation.

Manufactured homes that are placed, replaced, or substantially improved shall comply with section 10.5-235 or section 10.5-236, as applicable.

(Ord. No. 12-59, § 2, 9-10-12; Ord. No. 12-77, § 2, 12-10-12)

Sec. 10.5-235. - General elevation requirement.

Unless subject to the requirements of section 10.5-236, all manufactured homes that are placed, replaced, or substantially improved on sites located: (a) outside of a manufactured home park or subdivision; (b) in a new manufactured home park or subdivision; (c) in an expansion to an existing manufactured home park or subdivision; or (d) in an existing manufactured home park or subdivision upon which a manufactured home has incurred "substantial damage" as the result of a flood, shall be elevated such that the bottom of the frame is at or above the elevation required, as applicable to the flood hazard area, in the Florida Building Code, Residential Section R322 (zone A).

(Ord. No. 12-59, § 2, 9-10-12; Ord. No. 12-77, § 2, 12-10-12)

Sec. 10.5-236. - Elevation requirement for existing manufactured home parks and subdivisions.

Manufactured homes that are not subject to section 10.5-235, including manufactured homes that are placed, replaced, or substantially improved on sites located in an existing manufactured home park or subdivision, unless on a site where substantial damage as result of flooding has occurred, shall be elevated such that the Bottom of the frame of the manufactured home is at or above the elevation required, as applicable to the flood hazard area, in the Florida Building Code, Residential Section R322(zone A) (Ord. No. 12-59, § 2, 9-10-12; Ord. No. 12-77, § 2, 12-10-12)

Sec. 10.5-237. - Enclosures.

Fully enclosed areas below elevated manufactured homes shall comply with the requirements of the Florida Building Code, Residential Section R322 for such enclosed areas, as applicable to the flood hazard area.

(Ord. No. 12-59, § 2, 9-10-12; Ord. No. 12-77, § 2, 12-10-12)

Sec. 10.5-238. - Utility equipment.

Utility equipment that serves manufactured homes, including electric, heating, ventilation, plumbing, and air conditioning equipment and other service facilities, shall comply with the requirements of the Florida Building Code, Residential Section R322, as applicable to the flood hazard area.

(Ord. No. 12-59, § 2, 9-10-12; Ord. No. 12-77, § 2, 12-10-12)

Secs. 10.5-239—10.5-250. - Reserved.

DIVISION 5. - RECREATIONAL VEHICLES AND PARK TRAILERS

Sec. 10.5-251. - Temporary placement.

Recreational vehicles and park trailers placed temporarily in flood hazard areas shall:

- (1) Be on the site for fewer than one hundred eighty (180) consecutive days; or
- (2) Be fully licensed and ready for highway use, which means the recreational vehicle or park model is on wheels or jacking system, is attached to the site only by quick-disconnect type utilities and security devices, and has no permanent attachments such as additions, rooms, stairs, decks and porches.

(Ord. No. 12-59, § 2, 9-10-12; Ord. No. 12-77, § 2, 12-10-12)

Sec. 10.5-252. - Permanent placement.

Recreational vehicles and park trailers that do not meet the limitations in section 10.5-251 for temporary placement shall meet the requirements of division 4 of this article for manufactured homes.

(Ord. No. 12-59, § 2, 9-10-12; Ord. No. 12-77, § 2, 12-10-12)

Sec. 10.5-253. - Interpretation of division.

Nothing in this division 5 shall be interpreted to allow recreational vehicles or park models trailers in the City of Leesburg unless expressly authorized by another provision of the City Code.

(Ord. No. 12-59, § 2, 9-10-12; Ord. No. 12-77, § 2, 12-10-12)

Secs. 10.5-254—10.5-270. - Reserved.

DIVISION 6. - TANKS

Sec. 10.5-271. - Underground tanks.

Underground tanks in flood hazard areas shall be anchored to prevent flotation, collapse or lateral movement resulting from hydrodynamic and hydrostatic loads during conditions of the design flood, including the effects of buoyancy assuming the tank is empty.

(Ord. No. 12-59, § 2, 9-10-12; Ord. No. 12-77, § 2, 12-10-12)

Sec. 10.5-272. - Above-ground tanks, not elevated.

Above-ground tanks that do not meet the elevation requirements of section 10.5-273 shall be permitted provided the tanks are anchored or otherwise designed and constructed to prevent flotation, collapse or lateral movement resulting from hydrodynamic and hydrostatic loads during conditions of the design flood, including the effects of buoyancy assuming the tank is empty and the effects of flood-borne debris.

(Ord. No. 12-59, § 2, 9-10-12; Ord. No. 12-77, § 2, 12-10-12)

Sec. 10.5-273. - Above-ground tanks, elevated.

Above-ground tanks in flood hazard areas shall be attached to and elevated to or above the design flood elevation on a supporting structure that is designed to prevent flotation, collapse or lateral movement during conditions of the design flood. Tank-supporting structures shall meet the foundation requirements of the applicable flood hazard area.

(Ord. No. 12-59, § 2, 9-10-12; Ord. No. 12-77, § 2, 12-10-12)

Sec. 10.5-274. - Tank inlets and vents.

Tank inlets, fill openings, outlets and vents shall be:

- (1) At or above the design flood elevation or fitted with covers designed to prevent the inflow of floodwater or outflow of the contents of the tanks during conditions of the design flood; and
- (2) Anchored to prevent lateral movement resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy, during conditions of the design flood.

(Ord. No. 12-59, § 2, 9-10-12; Ord. No. 12-77, § 2, 12-10-12)

Secs. 10.5-275—10.5-280. - Reserved.

DIVISION 7. - OTHER DEVELOPMENT

Sec. 10.5-281. - General requirements for other development.

All development, including man-made changes to improved or unimproved real estate for which specific provisions are not specified in this chapter or the Florida Building Code, shall:

- (1) Be located and constructed to minimize flood damage;
- (2) Meet the limitations of section 10.5-204 if located in a regulated floodway;
- (3) Be anchored to prevent flotation, collapse or lateral movement resulting from hydrostatic loads, including the effects of buoyancy, during conditions of the design flood;
- (4) Be constructed of flood damage-resistant materials; and
- (5) Have mechanical, plumbing, and electrical systems above the design flood elevation, except that minimum electric service required to address life safety and electric code requirements is permitted below the design flood elevation provided it conforms to the provisions of the electrical part of building code for wet locations.

(Ord. No. 12-59, § 2, 9-10-12; Ord. No. 12-77, § 2, 12-10-12)

Sec. 10.5-282. - Fences in regulated floodways.

Fences in regulated floodways that have the potential to block the passage of floodwaters, such as stockade fences and wire mesh fences, shall meet the limitations of section 10.5-204.

(Ord. No. 12-59, § 2, 9-10-12; Ord. No. 12-77, § 2, 12-10-12)

Sec. 10.5-283. - Retaining walls, sidewalks and driveways in regulated floodways.

Retaining walls and sidewalks and driveways that involve the placement of fill in regulated floodways shall meet the limitations of section 10.5-204.

(Ord. No. 12-59, § 2, 9-10-12; Ord. No. 12-77, § 2, 12-10-12)

Sec. 10.5-284. - Roads and watercourse crossings in regulated floodways.

Roads and watercourse crossings, including roads, bridges, culverts, low-water crossings and similar means for vehicles or pedestrians to travel from one (1) side of a watercourse to the other side, that encroach into regulated floodways shall meet the limitations of section 10.5-204. Alteration of a watercourse that is part of a road or watercourse crossing shall meet the requirements of section 10.5-83(3).

(Ord. No. 12-59, § 2, 9-10-12; Ord. No. 12-77, § 2, 12-10-12)



AGENDA MEMORANDUM

Item No: 6B.
Meeting Date: August 8, 2016
From: Dan Miller, Planning & Zoning Manager
Jim Hardy, Building Division Manager
Subject: Generator Ordinance

Staff Recommendation

Staff recommends approval of the attached ordinance creating Section 7-170 of the City of Leesburg Code of Ordinances, which requires energized electrical power connection to residential units, and prohibits the use of generators for day to day electrical power.

Analysis

Code Enforcement Division of the Police Department has found repeated unsafe conditions of gasoline powered generator use for day-to-day power of appliances and homes. The use of generators presents two specific problems. First, an issue of life safety from carbon monoxide laded exhaust fumes, and second, a noise issue for surrounding properties. Members of Code Enforcement Division staff have requested an amendment to allow them to appropriately deal with these issues.

Options:

1. Approve the ordinance as presented.
2. Such alternative action as the Commission may deem appropriate

Fiscal Impact:

No fiscal impact is expected as a result of this proposal.

Submission Date and Time: 8/4/2016 1:37 PM

Department: <u>Comm Dev.</u>	Reviewed by: Dept. Head _____	Account No. _____
Prepared by: <u>DM</u>	Finance Dept. _____	Project No. _____
Attachments: Yes ___ No ___	Deputy C.M. _____	WF No. _____
Advertised: <u>Not Required</u>	<u>mwr</u>	Budget _____
Dates: _____	Submitted by: _____	Available _____
Attorney Review : Yes ___ No ___	City Manager _____	
Revised 6/10/04		

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CREATING §7-170 OF THE LEESBURG CODE, REQUIRING THAT ELECTRICAL POWER BE CONNECTED TO ANY RESIDENTIAL DWELLING UNIT, AND ENERGIZED, AS A PREREQUISITE TO OCCUPANCY OF A DWELLING UNIT; PROHIBITING THE USE OF GENERATORS TO PROVIDE ELECTRICITY TO A DWELLING UNIT EXCEPT IN TIMES WHEN ELECTRICAL POWER FROM A UTILITY PROVIDER IS UNAVAILABLE DUE TO AN OUTAGE; REPEALING CONFLICTING ORDINANCES; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

SECTION I.

§7-170 of the Code of Ordinances of the City of Leesburg, Florida, is hereby created to read as set forth below:

Sec. 7-170. Electric Power Required for Occupancy.

- (A) Before any residential dwelling unit may be occupied, it must be connected to a permanent source of electrical power, either from an established utility providing electrical power, or a duly permitted, properly installed, and fully functioning, on site solar energy system serving the dwelling unit, and the utility or solar system must be providing electrical power to the dwelling unit continuously during any period the dwelling unit is occupied, other than periods of power outage, except as provided in subsection (B) of this Ordinance. Dwelling units obtaining electrical power from an on-site solar energy system must be connected to an electrical utility service to serve as a backup in the event the solar energy system becomes inoperable for any reason. Under no circumstances shall a generator be used to provide electrical power to an occupied dwelling unit, except during periods when electrical power is temporarily unavailable from the electrical utility service provider due to storms, damage to utility infrastructure, or other types of power outages. As soon as power is restored, use of a generator shall cease.
- (B) Notwithstanding subsection (A), a permanently installed generator serving a single family dwelling unit may be operated for brief intervals, either for testing, or to comply with manufacturer's recommendations pertaining to periodic operations, but shall not be used as a primary source of electrical power for the dwelling unit unless one of the exceptions in subsection (A) apply. A generator may also be utilized to supply electrical power to dwelling units where (i) no electrical utility service is available, or (ii) the dwelling unit is being rehabilitated and is not occupied while the generator is in use.

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 _____ day of _____, 2016.

THE CITY OF LEESBURG, FLORIDA

BY: _____
JAY HURLEY, Mayor

Attest: _____
ANDI PURVIS, City Clerk



AGENDA MEMORANDUM

Item No: 6C.
Meeting Date: August 8, 2016
From: Al Minner, City Manager
Subject: Allocation for Venetian Gardens Improvement Project

Staff Recommendation:

Staff recommends the following:

Make a motion to create a Venetian Gardens Phase II and III Improvement Project which shall reside in the Capital Projects Fund. Such funds will be shifted as follows:

1. Phase II - \$2,490,000 from General Fund Reserve Account
2. Phase III - \$2,075,000 from General Fund Reserve Account and \$2,075,000 from Gas Fund Reserve Account
3. Further – Staff shall proceed with design and permitting on the various tasks and report to Commission accordingly for design approvals and spending authorization.

Analysis:

At Monday's meeting, the City Manager will present to the Commission a concept for moving forward with several improvements to Venetian Gardens. The concepts are to make aesthetic and other improvements to the park that will create a "sense of place" and develop an economic platform that will draw activity to Venetian Gardens and Leesburg. The concepts include a new boat ramp, beach area, floating docks, sidewalks, roadways, and landscaping improvements. In addition, a renovation concept for the community center will be presented.

Attached to this transmittal is a financial plan (embedded in the PowerPoint), concept designs and the community center evaluation report.

Submission Date and Time: 8/4/2016 1:37 PM

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 _____
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PRELIMINARY OPINION OF CONSTRUCTION COST

AT SCHEMATIC DESIGN PHASE

For The

**CITY OF LEESBURG COMMUNITY BUILDING
AT VENETIAN GARDENS**
Leesburg, Florida

July 11, 2016

Prepared by:

Jeff Powell, AIA, NCARB, Architect
Powell Studio Architecture, LLC

PROJECT HISTORY AND DESCRIPTION

The community building at the Venetian Gardens park was originally constructed in the 1950's and has served the needs of the community for nearly 60 years. During the 1980's, the building underwent a major renovation which added a commercial kitchen, and vastly renovated the interior of the building by adding additional restrooms, renovation of finishes, and modification of the west wing of the building. Currently, the building is approximately 14,500 square feet, single story, and includes a main meeting room, east and west meeting rooms, and a commercial kitchen. The west meeting room is separated via an open air / under roof breezeway which also allows access to the restroom facilities.

Throughout the years, the site has developed to allow the building to accompany the community pool and marina, has maintained its prominence within the Venetian Gardens Park, utilized heavily by community organizations such as the Rotary Club, Kiwanis, Women's Club, but also available to rent for private functions by the public.

The City of Leesburg engaged Powell Studio Architecture to analyze the existing building, and the costs associated to renovate the building's exterior and interior to refresh and update the interior and exterior appearance and utilization opportunities for the City and general public. With a budget nearing the lower end of \$1.5 - \$2.5 million, the design team was tasked to advise the City as to whether it would be more cost effective to renovate and enhance the existing structure, or completely demolish and replace the building with new construction. To accomplish this task, the structural integrity of the existing building was analyzed by DBSS Engineering and Powell Studio Architecture. DBSS provided a written report, which is included with this preliminary opinion of cost for reference.

DBSS and Powell Studio Architecture made two (2) site visits to the existing community building, and found that despite its age, the building appeared to be in generally good condition. No forensic or sampling of concrete or other materials were performed, and the inspection was primarily visual as accessed above the ceiling from a ladder. This information is included in the structural engineering report. Primarily the inspection led to the conclusion that the structural integrity of the building was sound, however the roof, ceiling, and HVAC systems showed the most wear and were in need to replacement in the near future.

Based on this assumption, the Architect prepared the attached preliminary schematic floor plan and schematic elevations. Following a meeting with City Staff to review, it was determined that renovation of the building appeared to be the most feasible course of direction, and that the existing layout was such that with minor adjustments, would serve the City well for its intended use. The Architect was then directed to prepare a preliminary opinion of construction cost for two (2) scenarios:

- A. Renovation of the existing building based upon the schematic floor plan and elevations prepared by the Architect and attached hereto.
- B. Complete demolition of the existing building with the construction of a new building, approximately the same size, single story.

This report provides two (2) methods of calculating preliminary costs, and are broken down into two (2) parts, based on scenarios A & B listed above. These costs are then compared against each other individually, and concluded at the end of this report.

PRELIMINARY COST OPINION

At the early phases of project development, probable costs can only be determined by **recent** experience with similar facilities, based on square foot construction costs. This type of cost analysis is not the most accurate, but should give a general idea of project costs based upon recently constructed facilities of similar scope and complexity. Each functional area within a project has differing costs due to different technical components of construction for each. In order to more accurately estimate the costs, the different functional areas have been separately defined below.

In each building project there are three factors to be considered, i.e., **COST, QUALITY** and **SIZE**. You, as the Owner, may fix only two of these factors. The third must vary to ensure the other two are met. As an example, if business planning limits cost, and need dictates size, then the quality of the project, both in design and construction, must vary. Similarly, if need dictates size and there is a certain level of quality desired by the Owners, then cost must vary.

In analyzing probable construction costs, considerations were made for your location, anticipated bidding climate at the time the project will be ready for construction, construction cost forecasts, and experience with similar projects and construction. Probable construction costs are analyzed with "normal" site preparation. Unusual site preparation, i.e., elaborate foundations to counter poor soil conditions, lack of sewer and water, have not been factored into any cost data. With these in mind, we feel the project may experience the following probable construction costs:

SCENARIO 'A' – EXISTING BUILDING RENOVATION

METHOD 1: BUILDING AREA ANALYSIS:

Leesburg Community Building:

Area under Roof	= 14,400 SF
North Veranda (<i>with new planters</i>)	= 1,280 SF
West Veranda	= 380 SF
South Veranda (<i>new</i>)	= 2,375 SF
Total New Building Area:	= 18,435 SF

BUILDING CONSTRUCTION COSTS

PRIMARY MEETING AREAS:

The costs associated with this area assume that the existing foundations and exterior walls remain where depicted on the proposed renovation floor plan. New or existing exterior walls with window configurations that will be modified are assumed in this cost opinion. This area of the building would receive a new roof system (mansard type trusses / bar joists). New floor finishes, wall finishes, and ceiling finishes, electrical, mechanical, and plumbing systems have also been estimated in figures below:

Large / Main Banquet Hall (assumed w/ 20' x 20' dance floor): 6,500 SF @ \$106.00/SF	\$ 689,900.00
East Conference / Meeting Hall: 1,900 SF @ \$115.00/SF	\$ 218,500.00
West Conference / Meeting Hall: 1,600 SF @ \$135.00/SF	\$ 216,000.00
North & South Vestibule / Lobby(s): 770 SF @ \$120.00/SF	\$ 92,400.00
Existing Kitchen Renovation (<i>not including equipment</i>): 788 SF @ \$95.00/SF	\$ 74,860.00
New South Veranda: 2,375 SF @ \$112/SF	\$ 266,000.00
Renovated North Veranda: 1,280 SF @ \$65/SF	\$ 83,200.00
New West Veranda: 380 SF @ \$108/SF	\$ 41,040.00

New Restroom Addition (<i>Southwest Corner</i>) 750 SF @ 325.00/SF	\$ 243,750.00
Subtotal Construction Costs (18,435 SF @ \$ 104.46/SF)	\$1,925,650.00
Contingency @ 10% of Construction Cost:	\$ 192,565.00
TOTAL PROBABLE CONSTRUCTION COST (18,435 SF @ \$ 114.90 / SF)	\$ 2,118,215.00

METHOD 2: DIVISIONAL SQUARE FOOT ANALYSIS:

Leesburg Community Building:

Area under Roof	= 14,400 SF
North Veranda (<i>with new planters</i>)	= 1,280 SF
West Veranda	= 380 SF
South Veranda (<i>new</i>)	= 2,375 SF

Total New Building Area: = 18,435 SF

BUILDING CONSTRUCTION COSTS

General Conditions / Requirements:	\$ 5.75 / sf	\$ 106,000.00
Professional Design / Engineering:	\$ 7.05 / sf	\$ 130,000.00
Site Work & Utilities:	\$ 2.25 / sf	\$ 42,000.00
Sidewalks & Paving:	\$ 2.65 / sf	\$ 48,850.00
Landscape / Irrigation:	\$ 0.20 / sf	\$ 3,687.00
Concrete:	\$ 2.46 / sf	\$ 45,395.00
Masonry:	\$ 2.19 / sf	\$ 40,372.00
Steel:	\$ 8.15 / sf	\$ 150,250.00
Rough Carpentry:	\$ 0.60 / sf	\$ 11,060.00
Finish Carpentry:	\$ 1.65 / sf	\$ 30,418.00
Cabinetry / Millwork:	\$ 3.75 / sf	\$ 69,130.00
Trusses / Framing:	\$ 6.15 / sf	\$ 113,375.00
Fireproofing / Waterproofing:	\$ 1.85 / sf	\$ 34,000.00
Building Insulation:	\$ 2.15 / sf	\$ 39,635.00
Roof / Flashing / Caulking:	\$ 4.75 / sf	\$ 87,560.00
Doors / Frames / Hardware:	\$ 4.90 / sf	\$ 90,330.00
Glass / Windows:	\$ 2.50 / sf	\$ 46,000.00
Plastering / Drywall:	\$ 5.25 / sf	\$ 96,800.00
Acoustical Ceilings:	\$ 3.70 / sf	\$ 68,200.00
Painting:	\$ 4.25 / sf	\$ 78,350.00
Flooring (Carpet / Tile):	\$ 6.95 / sf	\$ 128,125.00
Plumbing:	\$ 8.60 / sf	\$ 158,541.00
Electrical:	\$ 7.75 / sf	\$ 142,870.00
HVAC:	\$ 9.95 / sf	\$ 183,430.00

Fire Sprinkler System:	\$ 2.25 / sf	\$ 41,500.00
Sub-Total Probable Construction Cost (18,435 SF @ \$ 107.73 / SF)		\$ 1,985,878.00
Contingency @ 10% of Construction Cost:		\$ 200,000.00
TOTAL PROBABLE CONSTRUCTION COST (18,435 SF @ \$ 118.57 / SF)		\$2,185,878.00

GENERAL EXPECTED BID FLUCTUATION ANALYSIS

This analysis is intended to determine the spread of bid pricing you might expect to receive from General Contractors. Please keep in mind that low bid is not always best, and should be scrutinized very carefully to ensure that all items have been included in the price.

Average Estimated Bid Price from Method 1 & 2:	\$2,152,047.00
Estimated High Bid Range (+8%)	\$2,324,210.00
Estimated Low Bid Range (-8%)	\$1,979,885.00

QUALIFICATIONS

The above estimated probable construction costs are expected to include the following:

1. Normal site development costs, partial building demolition, and landscaping.
2. Cost of general conditions, including contractor's overhead and profit, and cost of permitting.
3. Professional Fees (estimated at 7%)
4. Complete electrical, HVAC and plumbing systems, including fire alarm and fire sprinkler system.
5. All interior finishes, wall coverings and floorcoverings.
6. All cabinet work and millwork.
7. Complete electrical system.
8. Exhaust HVAC and plumbing systems.

Costs NOT included are as follows:

1. Impact or zoning fees which may be imposed by local authorities.
2. Kitchen Equipment
3. Fixtures, Furnishings, & equipment (chairs, tables, etc.)
4. Unusual site preparation costs, including undercutting or elaborate foundations to counter poor soil conditions after demolition of existing building.

SCENARIO 'B' – NEW COMMUNITY BUILDING
(ESTIMATED AT 18,500 SF)

METHOD 1: BUILDING AREA ANALYSIS:

Leesburg Community Building New Construction: = 18,500 SF

It is imperative at this point to estimate the new building costs, that a comparable comparison is made between the assumptions of Scenario 'A' and Scenario 'B'. The costs associated with scenario 'B' assume that the new building will be approximately the same area as the existing community building. It is assumed that the new building will include three meeting rooms, a large main meeting room, and two (2) smaller meeting rooms. Additionally, office / administration areas, a commercial kitchen, multi-station restrooms, exterior verandas, and mid-high end finishes in the public areas are appropriate for the purposes of this cost opinion.

BUILDING CONSTRUCTION COSTS

Existing Building Demolition & Removal: 18,500 SF @ \$12.00/SF	\$ 222,000.00
Large / Main Banquet Hall (assumed w/ 20' x 20' dance floor): 6,500 SF @ \$145.00/SF	\$ 942,500.00
East Conference / Meeting Hall: 2,000 SF @ \$135.00/SF	\$ 270,000.00
West Conference / Meeting Hall: 1,600 SF @ \$135.00/SF	\$ 216,000.00
North & South Vestibule / Lobby(s): 1,000 SF @ \$120.00/SF	\$ 120,000.00
Commercial Kitchen (not including equipment): 800 SF @ \$210.00/SF	\$ 168,000.00
South Veranda: 2,500 SF @ \$115/SF	\$ 287,500.00
North Veranda: 1,500 SF @ \$115/SF	\$ 172,500.00
West Veranda: 400 SF @ \$115/SF	\$ 46,000.00

Ancillary (Storage / Janitorial): 1,400 SF @ \$120/SF	\$ 168,000.00
Multi-Station Restrooms 800 SF @ 375.00/SF	\$ 300,000.00
Subtotal Construction Costs (18,500 SF @ \$ 157.43 /SF)	\$2,912,500.00

SITE

Site Preparation - Grading, Utilities, Paving: 18,500 SF @ \$12.00/SF	\$ 222,000.00
Landscaping & Irrigation: 18,500 SF @ \$4.00/SF	\$ 74,000.00
Subtotal Probable Construction Cost - Site Work (18,500 SF @ \$16.00/SF)	\$ 296,000.00

TOTAL PROBABLE CONSTRUCTION COST \$ 3,208,500.00
(18,500 SF @ \$173,43/SF)

Contingency @ 5% of Construction Cost: \$ 160,000.00

TOTAL PROBABLE CONSTRUCTION COST \$ 3,368,500.00
(18,500 SF @ \$ 182.08 / SF)

GENERAL EXPECTED BID FLUCTUATION ANALYSIS

This analysis is intended to determine the spread of bid pricing you might expect to receive from General Contractors. Please keep in mind that low bid is not always best, and should be scrutinized very carefully to ensure that all items have been included in the price.

Estimated Bid Price from Method 1:	\$3,208,500.00
Estimated High Bid Range (+8%)	\$3,465,180.00
Estimated Low Bid Range (-8%)	\$2,951,820.00

QUALIFICATIONS

The above estimated probable construction costs are expected to include the following:

1. Normal site development costs, partial building demolition, and landscaping.
2. Cost of general conditions, including contractor's overhead and profit, and cost of permitting.
3. Complete electrical, HVAC and plumbing systems, including fire alarm and fire sprinkler system.

4. All interior finishes, wall coverings and floorcoverings.
5. All cabinet work and millwork.
6. Complete electrical system.
7. Exhaust HVAC and plumbing systems.

Costs NOT included are as follows:

5. Impact or zoning fees which may be imposed by local authorities.
6. Professional Fees
7. Kitchen Equipment
8. Fixtures, Furnishings, & equipment (chairs, tables, etc.)
9. Unusual site preparation costs, including undercutting or elaborate foundations to counter poor soil conditions after demolition of existing building.

Evaluations of the Owner's project budget and Opinion of Probable Construction Cost prepared by the Architect represent the Architect's best judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the Architect nor the Owner have control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, over competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from any Statement of Probable Construction Cost or other cost estimate or evaluation prepared by the Architect.

Jeff Powell, A.I.A., NCARB, Architect
Registered Architect - State of Florida
POWELL STUDIO ARCHITECTURE, LLC.

Structural Evaluation at the Leesburg Community Center for

Powell Studio Architecture

Performed by:

DBSS ***INC.***

Engineering and Design Services

3662 Avalon Park East Blvd. Suite 2072
Orlando, FL. 32828 (321)251-6006 www.dbssinc.com

DBSS INC.

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Powell Studio Architecture
Attention: Jeff Powell
1318 Bowman St.
Clermont, FL 34711

June 8, 2016

REFERENCE: Leesburg Community Center
109 E Dixie Ave.
Leesburg, FL 34748

Mr. Powell,

Per your request, DBSS Inc. has conducted a field investigation at the above referenced property. The purpose of the investigation was to evaluate the existing structure and to make recommendations of any salvageable items to be considered during a future major remodeling project. The structure appeared to have been built in the mid to late 1960's and was constructed primarily with structural steel and reinforced masonry. The foundation of the building is elevated due to the sloping grade from West to East and was constructed utilizing a stemwall type foundation. The structure consisted of a large Middle Room in the center, with an East and West Room flanking on either side. In all, the building was approximately 14,000 square feet.



(Front (North elevation) of structure)



(Rear of structure)

We began our inspection of the exterior of the structure. We did not observe any significant cracking on the exterior masonry walls of the structure. The exterior walls appeared in good condition and structurally sound. We inspected the foundation in locations which were readily observable and did not observe any significant cracking or damage. A walkway surrounding the Middle Room, and continuing through a breezeway, contained minor cracking in a few locations which appeared to be consistent with shrinkage and/or minor settlement. The remainder of the walkway appeared structurally sound and free from significant damage.

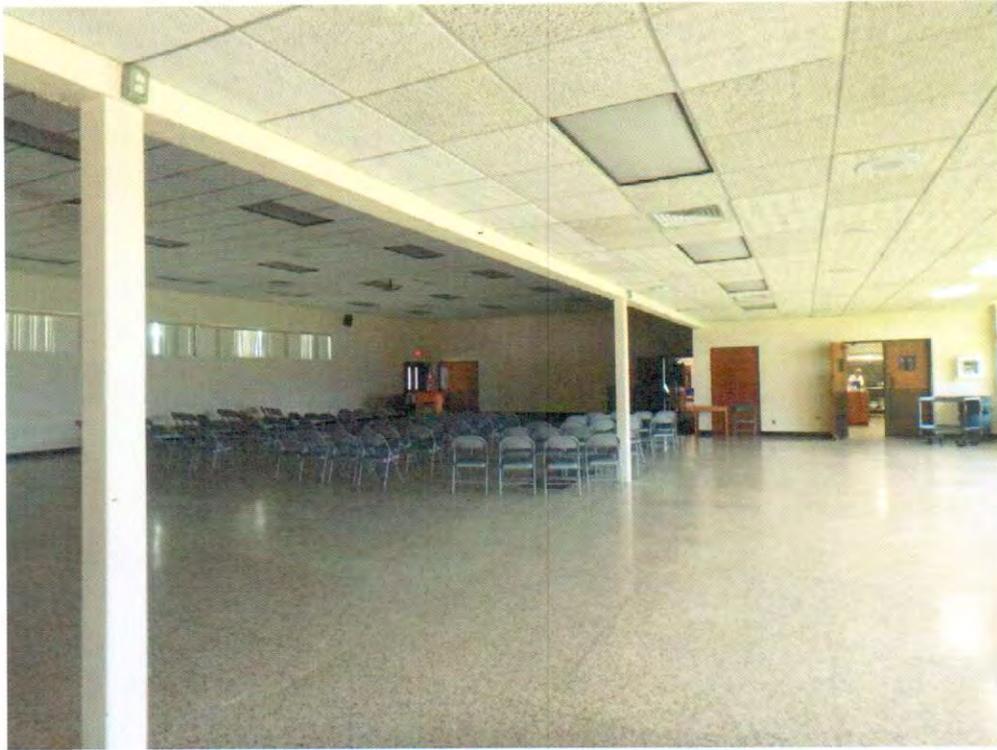
After inspecting the exterior of the structure, we continued to the interior of the Middle and East Room. The attic spaces of these areas were accessed utilizing a ladder. The tops of the masonry walls, tie beams and structural steel roof system were readily observable from the attic space. Above the Middle Room, large steel beams ran north to south, which in turn supported steel bar joists. This system was supported by a steel beam and column assembly at the South end of the room. The columns and slab below appeared in good condition. An underfloor return air duct existed adjacent to some of the column locations. The foundation adjacent to the duct and columns exhibited minor settlement cracks. An extension to the South side of the Middle Room was constructed using steel beams for the roof structure. The structural systems appeared in excellent condition and free from any remarkable damage. The roof covering of the structure appeared to be a gypcrete type roof deck which was popular around the 1960's. This type of roof deck is typically no longer used in commercial construction. Several issues exist with this type of deck such as brittleness, susceptibility to damage and difficulty of repair. During our inspection we observed several locations where moisture had entered and stained the roofing system. A destructive investigation would be required to verify if any significant damages exist.



(Steel roof joists above Middle Room)



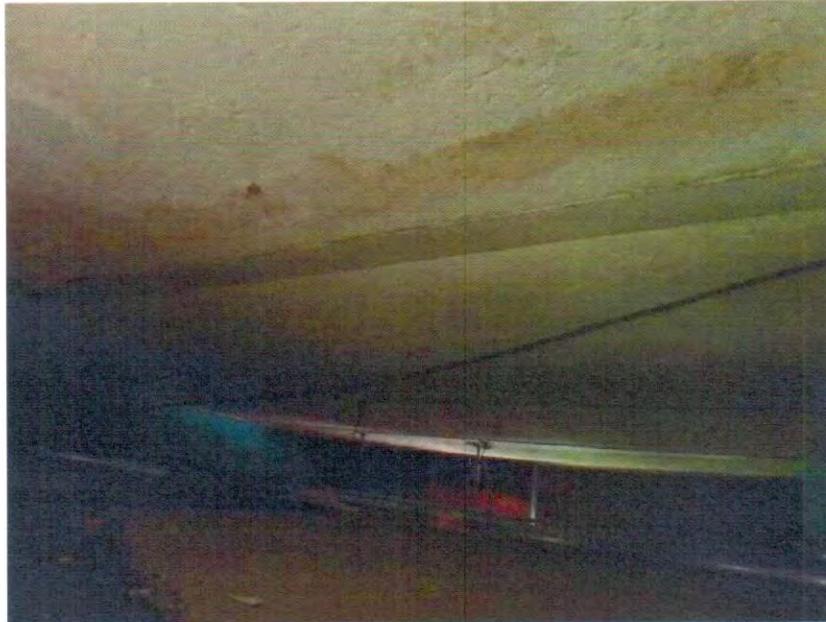
(Steel roof joists and supporting W beam over Middle Room)



(Steel columns and beams in Middle Room)

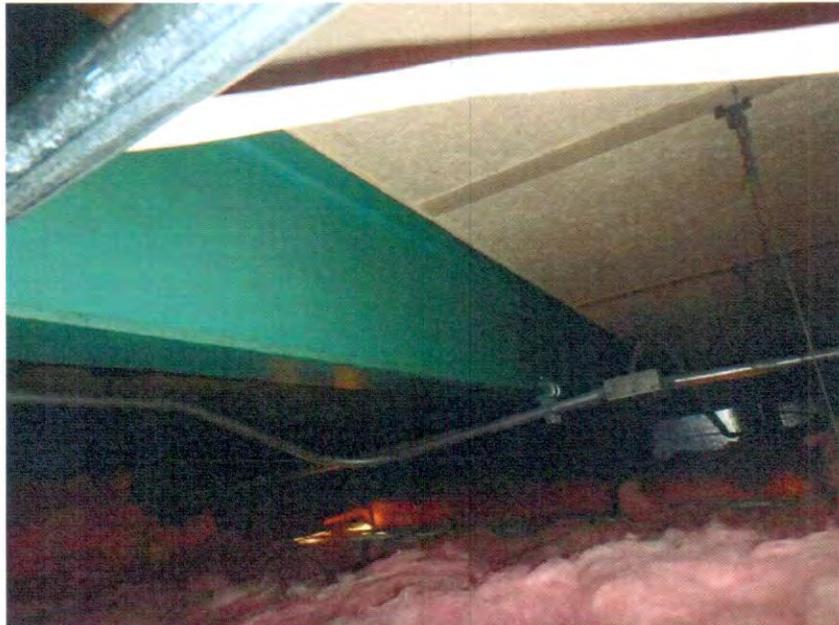


(Minor cracking at base of column adjacent to under floor return duct)



(Moisture staining to gypcrete roof deck above South expansion of Middle Room)

After inspecting the Middle and East Room, we continued our inspection to the West Room. The West Room was constructed in a similar fashion to the South extension of the Middle Room. The exterior masonry walls and steel roof beams of the West Room appeared in excellent condition and free from any remarkable damage. The roof covering of the West Room appeared to be gypcrete panels similar to that of the Middle and East Room.



(Steel roof beam above West Room)

Conclusion-

In conclusion, DBSS, Inc. makes the following structural recommendations regarding the remodeling and/or addition to the existing structure. Refer to the building sections at the end of this report for additional information:

1. The existing stem wall foundation may remain in service and is capable of supporting typical one story roof loads. If additional tributary area or floor loading is desired to be supported by the existing foundations, modifications will be required.
2. The existing steel beams and steel roof bar joists are in good condition and sufficient to support similar one story roof loads.
3. The existing interior and exterior steel columns and masonry walls are in good condition and may remain in service.
4. Replacement of the existing roof covering should be strongly considered if any modifications to the existing roof and/or roof system is desired.

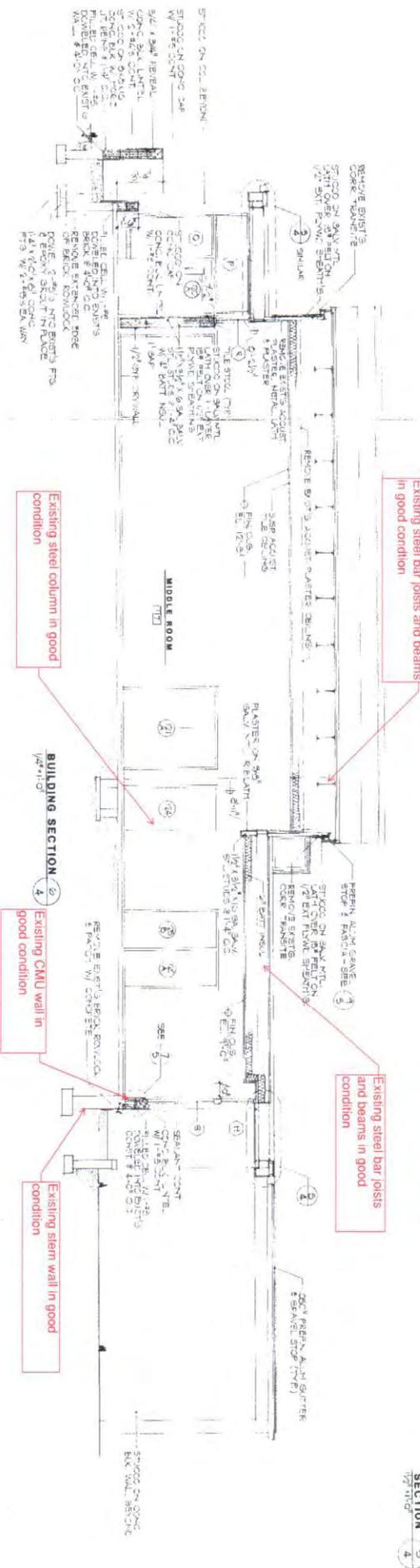
We have appreciated the opportunity of providing our engineering services to you on this project and attest that the information contained in this report is accurate to the extent of our knowledge. It is important to note, as with all construction projects, additional items or damages may be discovered during the processes of component removal and reconstruction which may impact our opinion. DBSS, Inc. reserves the right to amend this report should additional damages or concerns arise. Should you have any questions or if we can be of further assistance, please do not hesitate to contact us.

Sincerely,



Scott A. Santomauro, M.S., P.E.
Fla. Reg. 65513





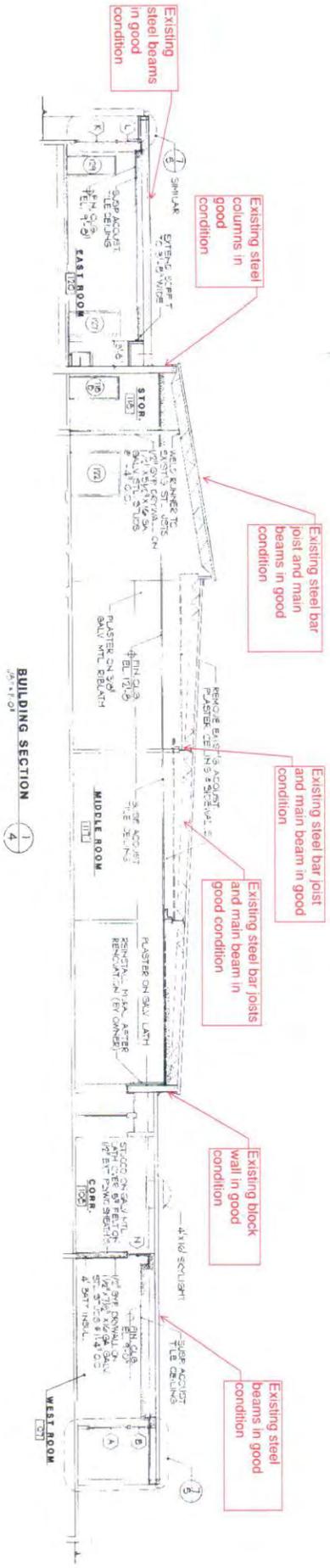
Existing steel bar joists and beams in good condition

Existing steel column in good condition

Existing CMU wall in good condition

Existing stem wall in good condition

SECTION 5
4



Existing steel beams in good condition

Existing steel columns in good condition

Existing steel bar joist and main beams in good condition

Existing steel bar joist and main beam in good condition

Existing steel bar joists and main beam in good condition

Existing block wall in good condition

Existing steel beams in good condition

BUILDING SECTION 1 4

WEST ROOM

MIDDLE ROOM

EAST ROOM



Venetian Gardens – Phase II & III

Phase II and III Ski Beach and Community Center



Purpose:

1. To propose a plan to continue redevelopment in Venetian Gardens
2. To identify funding sources
3. To make a financial allocation that will set aside funds to begin improvements

Phase II and III
Ski Beach and Community Center



Phase II – Ski Beach Improvements
\$2,490,000



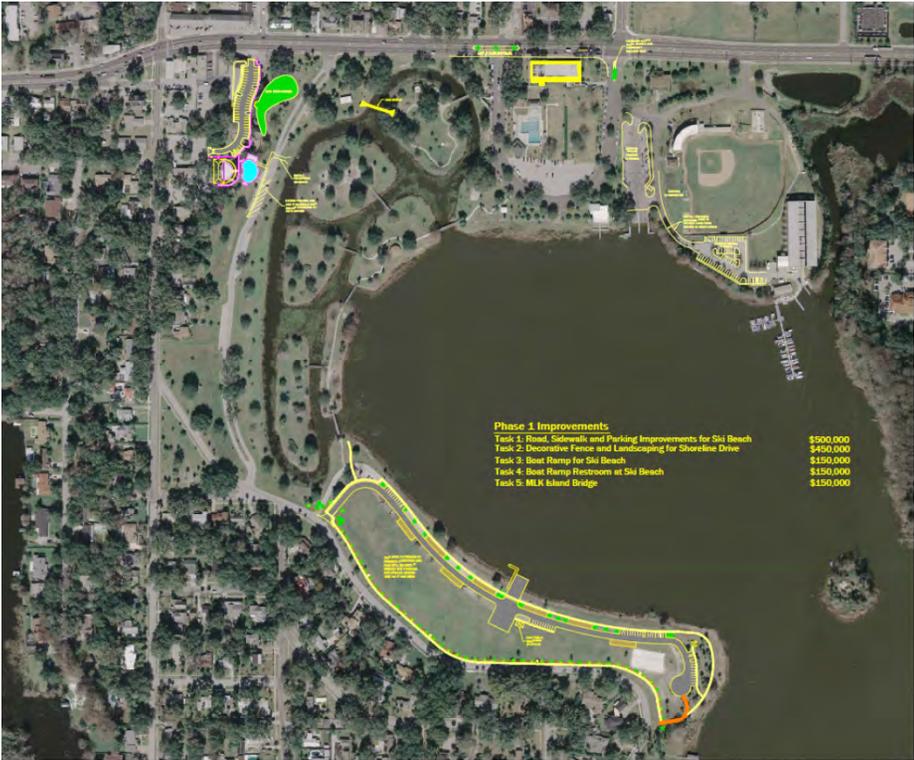


















Phase 1 Improvements

Task 1: Boat, Sidewalk, and Parking Improvements for Ski Beach	\$500,000
Task 2: Decorative Fence and Landscaping for Shoreline Drive	\$450,000
Task 3: Boat Ramp for Ski Beach	\$150,000
Task 4: Boat Ramp Restroom at Ski Beach	\$150,000
Task 5: MLK Island Bridge	\$150,000
Task 6: Decorative Lighting for Ski Beach	\$75,000
Task 7: Sod, Landscaping, and Irrigation for Ski Beach Point	\$50,000
Task 8: Create Beach Front at Ski Beach	\$50,000



Phase II and III
Ski Beach and Community Center



Phase III – Community Center
\$4,150,000

Phase II and III Ski Beach and Community Center



1. Remodel vs. New
 - Ø \$2.35M vs. \$3.46
2. Delay decision on the pool – Site for potential creation of “Botanical Gardens”
 - Ø Estimate \$75,000 maintenance expenses for both pools over next 4 years
3. Consideration of relocation of Health Center to another location for additional parking and aesthetic improvements to Venetian Gardens
4. Public/Private Partnership to Improve Marina and Restaurant

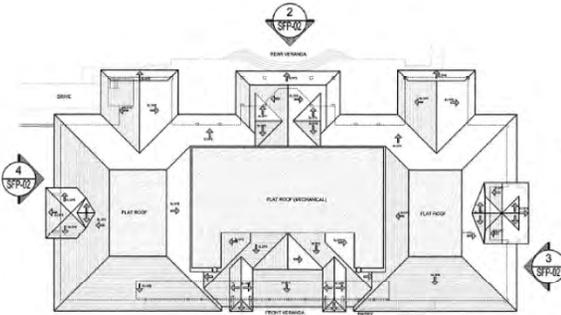




1 SCHEMATIC ELEVATION
SFP-02 1/16" = 1'-0" FRONT



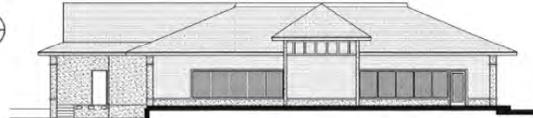
2 SCHEMATIC ELEVATION
SFP-02 1/16" = 1'-0" REAR



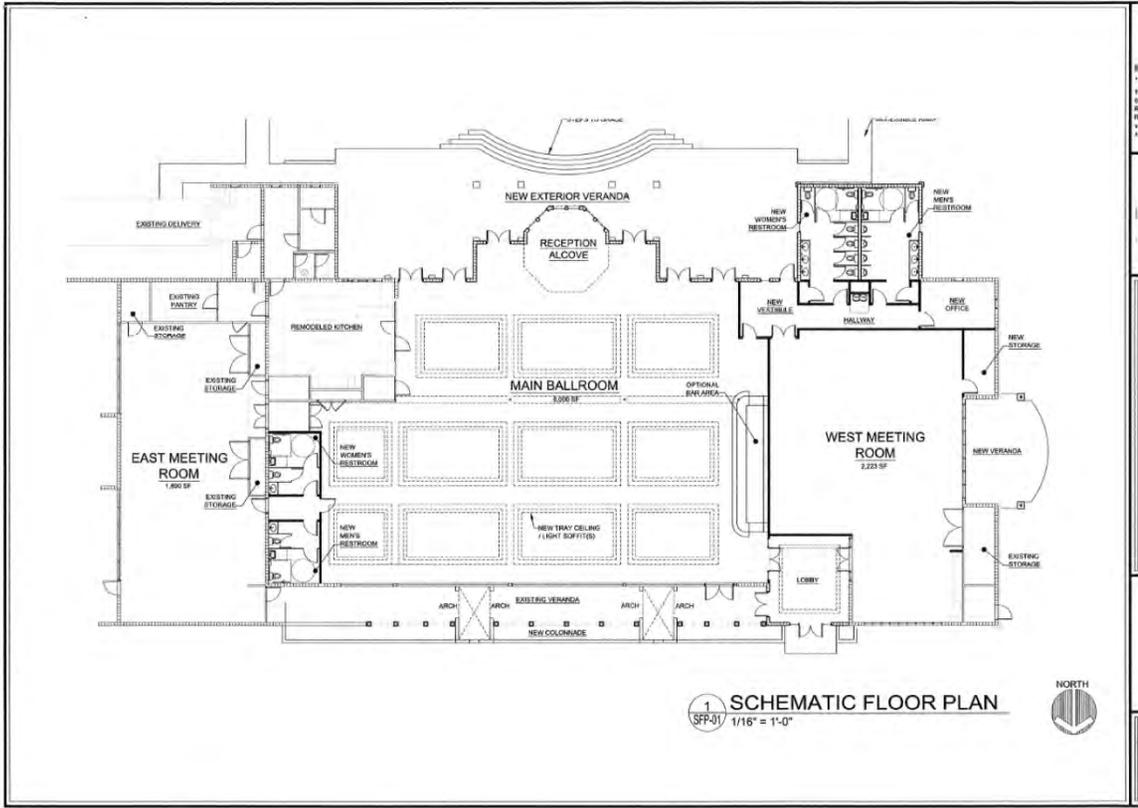
5 SCHEMATIC ROOF PLAN
SFP-02 1/32" = 1'-0" NORTH



3 SCHEMATIC ELEVATION
SFP-02 1/16" = 1'-0" RIGHT



4 SCHEMATIC ELEVATION
SFP-02 1/16" = 1'-0" LEFT





Phase II and III
Ski Beach and Community Center



Funding

Phase II and III Ski Beach and Community Center



PROJECT ESTIMATED COST

Phase II	\$	2,490,000
Phase III	\$	4,150,000
TOTAL ESTIMATE	\$	6,640,000

	GENERAL FUND	GAS FUND
Ending FY 16 Est. Reserve Balance	\$ 15,500,000	\$ 5,800,000
Phase II Funding	\$ 2,490,000	\$ -
Phase III Funding	\$ 2,075,000	\$ 2,075,000
Ending Balance	\$ 10,935,000	\$ 3,725,000
Reserve Requirement	\$ 4,622,784	\$ 1,057,526
Percent of Requirement	136.5%	252.2%

Phase II and III Ski Beach and Community Center



Future Financial Considers:

1. Fire Impact Fee has created available cash for “general” maintenance or smaller capital projects on an annual basis
2. Remaining 441/27 proceeds are available to pay existing debt until FY 19 w/ new TIF revenue having the potential to extend into FY 20 or 21
3. Gas Fund and Solid Waste Funds will have available cash to help defray future capital costs
4. Potential of additional cash through consideration of the sale of the Communications System.

Phase II and III
Ski Beach and Community Center



Staff Recommendation

Phase II and III Ski Beach and Community Center



Make a motion to create a Venetian Gardens Phase II and III Improvement Project which shall reside in the Capital Projects Fund. Such funds will be shifted as follows:

1. Phase II - \$2,490,000 from General Fund Reserve Account
2. Phase III - \$2,075,000 from General Fund Reserve Account and \$2,075,000 From Gas Fund Reserve Account
3. Further – Staff shall proceed with design and permitting on the various tasks and report to Commission accordingly for design approvals and spending authorization.