



AGENDA
CITY COMMISSION MEETING
COMMISSION CHAMBERS, CITY HALL
MONDAY, AUGUST 22, 2016 5:30 PM

1. CALL TO ORDER

INVOCATION

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

2. RETIREMENT PLAQUES:

A. Jacqueline "Jakki" Perry

B. William "Bill" Rowe

3. MAYOR'S AWARD

4. PRESENTATIONS:

A. Certificates to the Miss Leesburg winners: Miss Leesburg - Savannah Zuk; Teen Miss Leesburg - Eva Henderson; Junior Miss Leesburg - Brooke Crenshaw; Little Miss Leesburg - Alexis DeLand; and Tiny Miss Leesburg - Callie Braun.

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:

B. PURCHASING ITEMS: None

C. RESOLUTIONS:

1. 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 Lake County Government for traffic signal maintenance; 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 Non-Disturbance Agreement with SunTrust Bank, as it relates to Mercy Flight Southwest, Inc. F/K/A Angel Flight Southeast, Inc., a Tenant at the Leesburg International Airport; and providing an effective date.
 3. Resolution of the City Commission of the City of Leesburg, Florida approving a special transfer from the Gas Utility to the Capital Projects Fund in the amount of \$2,075,000 for the Venetian Gardens Phase III Community Building project; and providing an effective date.
 4. Resolution of the City Commission of the City of Leesburg, Florida appointing Valerie Lyn Diaz to the Lake Sumter Metropolitan Planning Organization's Citizen Advisory Committee as the City of Leesburg's Representative to serve a Two-year term to expire December 31, 2018; and providing an effective date.
6. PUBLIC HEARINGS AND NON-ROUTINE ITEMS:
- A. Budget Workshops FY 16-17 Recap
 - B. Sea Plane Ramp Authorization Consideration
 1. Resolution to execute Task Order 4, with AVCON, Inc. under the continuing services agreement, for development of an off-site mitigation area on city owned property.
 - C. Final Consideration - Splash Pad Design Options
 - D. Leesburg Partnership Funding Proposal
 - E. First reading of an Ordinance amending Section 15-9 of the Code of Ordinances pertaining to restricted areas on certain waterways within the City of Leesburg.
 - F. First Reading of an Ordinance amending Section 22-166 of the Code of Ordinances pertaining to annual utility rate increases based on an Index.
 - G. Resolution to Extend a Credit of \$5.00 to any City Utility Customer who Signs Up for and Maintains Electronic Billing for at Least 12 Months.
7. INFORMATIONAL REPORTS: None
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.

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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.



AGENDA MEMORANDUM

Item No: 5.C.1.
Meeting Date: August 22, 2016
From: DC Maudlin, Director of Public Works
Subject: Inter-Local Agreement for traffic signal maintenance

Staff Recommendation:

Staff recommends approval of an Inter-Local Agreement between Lake County, Florida, and the City of Leesburg for traffic signal maintenance.

Analysis:

The City of Leesburg executed an Inter-Local agreement effective November 7, 2003 with Lake County for traffic signal maintenance which has remained in effect, with minor modifications, to the present.

Lake County has provided a new agreement for fiscal year 2017 (October 1, 2016 through September 30, 2017). The County will supply all materials and labor necessary to perform general maintenance, complete FDOT required reports, manage emergency call outs and additional work as requested. The fee for these services is \$145,380.50. This is a one-year agreement with no provisions for renewal or extension. The City will be reimbursed \$121,510.00 from FDOT for maintenance of signals and equipment on the state road system for this same period.

Procurement Analysis:

On February 22, 2016 The City Commission directed staff to solicit competitive bids for maintenance of traffic signals located throughout the City. Staff created a scope of services equal to the services provided by Lake County under the inter-local agreement.

On July 21, 2016 the Purchasing Division issued Invitation to Bid (ITB) 160451. The ITB was posted to the City's official on-line bid notification system, Public Purchase. Purchasing staff performed significant research identifying potential bidders for this ITB. Staff found 14 companies related to traffic signal maintenance or equipment. Of the 14 companies 10 were identified to provide only equipment or did not work within the City's geographic area. The four remaining companies were notified directly of the ITB.

On August 17, 2016 the Purchasing Division received three responses. Those responses have been tabulated and the results are summarized here: (a bid tabulation sheet is attached for your review)

- Traffic Engineering & Management LLC - \$164,520.00 Annually
- Traffic Control Devices, Inc. - \$315,360.00 Annually
- American Lighting and Signalization, Inc. - \$1,140,000.00 Annually

Staff deemed Traffic Engineering & Management the lowest responsive bidder bidding on all base bid items. Staff has not verified references or their capability to perform the required work.

It is clear all the competitive bid prices are well above the County's inter-local agreement fee. Staff recommends executing the inter-local agreement.

Options:

1. Reject all bids and approve execution of Inter-Local Agreement with Lake County; or
2. Such alternative action as the Commission may deem appropriate

Fiscal Impact:

The City will pay Lake County \$145,380.50 for the maintenance of traffic signals, beacons and flashers in the City of Leesburg. The City will be reimbursed \$121,510.00 from FDOT for maintenance of the signals and equipment on the state road systems.

Submission Date and Time: 8/18/2016 9:05 AM

Department: <u>Public Works</u> Prepared by: <u>DC Maudlin</u> Attachments: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Advertised: <input checked="" type="checkbox"/> Not Required <input type="checkbox"/> Dates: _____ Attorney Review : Yes <input type="checkbox"/> No <input type="checkbox"/> _____ Revised 6/10/04	Reviewed by: Dept. Head <u>dcm</u> Finance Dept. _____ Deputy C.M. _____ Submitted by: City Manager _____	Account No. <u>001-5112-541-46-12</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 LAKE COUNTY GOVERNMENT FOR TRAFFIC SIGNAL MAINTENANCE; 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, whose address is PO Box 7800, Tavares, FL 32778, for Inter-Local Agreement for Traffic Signal Maintenance.

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 22nd day of August 2016.

Mayor

ATTEST:

City Clerk

**INTERLOCAL AGREEMENT BETWEEN
LAKE COUNTY, FLORIDA AND THE
CITY OF LEESBURG FOR
TRAFFIC SIGNAL MAINTENANCE**

This Interlocal Agreement is made by and between Lake County, Florida, a political subdivision of the State of Florida, hereinafter the "County," and the City of Leesburg, Florida, a municipal corporation organized under the Laws of the State of Florida, hereinafter the "City," for traffic signal maintenance.

WHEREAS, Section 163.01, Florida Statutes, known as the Florida Interlocal Cooperation Act of 1969, allows a public agency to exercise jointly with other public agencies any power, privilege or authority which such agencies share in common; and

WHEREAS, Section 125.01(p), Florida Statutes, authorizes the County to enter into agreements with other governmental agencies for performance of one unit on behalf of the other any of either agency's functions; and

WHEREAS, on October 1, 2015, the parties did enter into an Interlocal Agreement for Traffic Signal Maintenance; and

WHEREAS, the parties now desire to replace the existing agreement.

NOW, THEREFORE, IN CONSIDERATION of the mutual terms, understandings, conditions, premises, covenants and payment hereinafter set forth, and intending to be legally bound, the parties hereby agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and incorporated herein by reference.

2. **Effective Date.** This agreement shall become effective on October 1, 2016.

3. **Term.** This agreement shall have a term of one (1) year from the effective date.

4. **County Obligations.**

A. The County will provide traffic signal maintenance, both planned and emergency for those signals identified in **Exhibit A**, attached hereto and incorporated herein by reference. Maintenance shall be in accordance with the most current repair manual, and in compliance with standards promulgated by the State Department of Transportation pursuant to Section 316.0745, Florida Statutes. Additional devices may be

added throughout the term of this Agreement by written memorandum executed by the County Manager or designee, and by the City Manager or designee.

B. The County will provide qualified employees to perform the maintenance needed, and will ensure that such qualified employees will be available at all times, day and night, and will maintain emergency response vehicles for use in performing emergency tasks.

C. In the event of major damage to the signal or its component parts which is beyond the County's ability to repair at the scene, the County shall have the option of restoring traffic control by switching the intersection to temporary flash mode until the equipment can be repaired or replaced.

D. In the event of damage of a catastrophic nature, or in the event of traffic signal, beacon, warning flasher or school flasher rebuild or repair, which is deemed to be beyond the County's maintenance capabilities, the County will employ the services of a contractor to effect the repairs. Selection of a contractor shall be at the County's sole discretion.

5. City's Obligations.

A. The City shall pay to the County the annual amount of **\$2,673.88** per signalized intersection and **\$550.71** per flashing beacon, warning flasher or school flasher intersection to cover the cost of maintenance, including parts and labor, to be billed annually. Such monies shall be remitted within thirty (30) days of receipt of an annual invoice from the County. The annual amount shall include monthly signal inspections, annual preventive maintenance routines, and planned and emergency maintenance. This amount shall **not** include repairs catastrophic in nature as set forth in section 4(D) above.

B. The City shall be responsible for all other operational costs associated with such traffic signals, beacons, warning flashers, school flashers, or flashing beacons, including but not limited to electricity.

C. In the event of damage of a catastrophic nature, or in the event of traffic signal, beacon, warning flasher or school flasher rebuild or repair, which is deemed to be beyond the County's maintenance capabilities, the City shall reimburse the County for all charges levied by the County's contractor retained in accordance with section 4(D) above. The County will bill the City for these repairs at its cost and the City shall reimburse the County immediately upon receipt of such invoice.

D. The City shall provide to the County information regarding the installation of any new signals, beacons, warning flashers, or school flashers during the annual period, including signals, beacons, warning flashers or school flashers contained within any area annexed by the City. Such information shall be given to the County before construction plans are approved, or the annexation is finalized, and the County shall retain the right of review and comment on the construction plans, or proposed

annexation. The County shall automatically add such new signals, beacons, warning flashers and school flashers to this Agreement and the City shall include the new traffic signals, beacons, warning flashers, and school flashers when calculating the amount payable to the County under this Agreement. The amount payable shall be prorated for each traffic signals, beacons, warning flashers, school flashers, or flashing beacons as of the date of the device comes on-line, or the date the device is annexed, prior to the annual renewal hereof.

E. Beginning July 1, 2016, the Florida Department of Transportation (FDOT) will be reimbursing all jurisdictions in the amount of \$4,500.00 for each traffic signal that is interconnected with telecommunications and are monitored at a central location. The City recognizes that the County, at the County's sole cost and expense, did interconnect the signals identified in **Exhibit B**, attached hereto and incorporated herein by reference, with available telecommunications and does monitor such signals at a central location. Therefore, the City shall remit to the County an additional **\$1,369.00**, per interconnected traffic signal per year upon receipt of an invoice from the County. This amount is the difference between the \$4,500 allocated by FDOT for interconnected signals, and the \$3,131.00 that FDOT will reimburse for signals that are not interconnected. This amount shall be adjusted if the FDOT allocations for future fiscal years is adjusted, but the formula for such calculation shall remain the same.

6. Termination. This agreement may be terminated by either party without cause with one hundred twenty (120) days notice to the non-terminating party.

7. Notices. Wherever provision is made in this Agreement for the giving, serving or delivering of any notice, statement, or other instrument, such notice shall be in writing and shall be deemed to have been duly given, served and delivered, if delivered by hand or mailed by United States registered or certified mail, addressed as follows:

COUNTY

Public Works Department
P.O. Box 7800
Tavares, Florida 32778

CITY

City Manager
501 W. Meadow Street
Leesburg, Florida 34748

Notice sent by facsimile transmission shall not be accepted.

8. Entire Agreement. It is mutually agreed that the entire agreement between the parties is contained herein, and that neither party has made any statement, promise or agreement, or taken upon itself any engagement whatsoever that it is not fully capable of honoring to its fullest.

9. Prior Agreements. This Agreement shall supersede any previous Interlocal Agreement for Traffic Signal Maintenance previously entered between the parties and the previous agreement entered into between the parties dated on or about

October 1, 2015 shall be terminated effective September 30, 2016.

10. Severability. If any provision, condition, promise, or part of this agreement is found or held to be invalid, it is the intent of the parties that the remaining provisions are unaffected and will be honored by the parties. To this end, the provisions of this agreement are declared severable.

IN WITNESS HERETO, the parties to this agreement, by their signatures, have caused this agreement and all its parts, to be fully executed on the day and year hereinafter written.

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, Florida and the City of Leesburg for Traffic Signal Maintenance.

CITY OF LEESBURG, FLORIDA

Jay Hurley, Mayor

ATTEST:

J. Anid Purivs, City Clerk

This _____ day of _____, 2016.

Approved as to form and legality:

Fred Morrison, City Attorney

EXHIBIT A: SIGNALS AND BEACONS

City of Leesburg Exhibit A with Interconnected Telecommunication Information

Cartograph ID	Type	Major Road	Dir	Side Street A	Standard Rate	Additional for Interconnect w/ telecom 2016-17	Interconnected w/ telecom
LE-B-169	Beacon	13TH ST		HIGH ST	\$550.71		No
LE-B-166	Beacon	HIGH ST		MOSS ST	\$550.71		No
LE-B-168	Beacon	LEE ST		HERNDON ST	\$550.71		No
LE-B-167	Beacon	MOSS ST		VINE ST	\$550.71		No
LE-B-161	Beacon	SR 44		LAKE PORT BLVD	\$550.71		No
LE-F-163	Flasher	US 441	NB		\$550.71		No
LE-F-164	Flasher	US 441	SB		\$550.71		No
LE-SF-181	School Flasher	13TH ST	NB		\$550.71		No
LE-SF-182	School Flasher	13TH ST	SB		\$550.71		No
LE-SF-187	School Flasher	BEECHER ST	NB		\$550.71		No
LE-SF-188	School Flasher	BEECHER ST	SB		\$550.71		No
LE-SF-199	School Flasher	CR 44A (GRIFFIN RD)	EB		\$550.71		No
LE-SF-200	School Flasher	CR 44A (GRIFFIN RD)	WB		\$550.71		No
LE-SF-177	School Flasher	GRIFFIN RD	EB		\$550.71		No
LE-SF-178	School Flasher	GRIFFIN RD	WB		\$550.71		No
LE-SF-179	School Flasher	LEE ST	NB		\$550.71		No
LE-SF-180	School Flasher	LEE ST	SB		\$550.71		No
LE-SF-191	School Flasher	MAIN ST	EB		\$550.71		No
LE-SF-192	School Flasher	MAIN ST	WB		\$550.71		No
LE-SF-194	School Flasher	MOSS ST	SB		\$550.71		No
LE-SF-406	School Flasher	SR 44		Oak Park Middle	\$550.71		No
LE-SF-407	School Flasher	SR 44		Oak Park Middle	\$550.71		No
LE-SF-408	School Flasher	SR 44		Oak Park Middle	\$550.71		No
LE-SF-409	School Flasher	SR 44		Oak Park Middle	\$550.71		No
LE-SF-395	School Flasher	SR 44 (SOUTH ST)	EB		\$550.71		No
LE-SF-396	School	SR 44 (SOUTH ST)	WB		\$550.71		No

	Flasher						
LE-SF-183	School Flasher	SUNSHINE AV	NB		\$550.71		No
LE-SF-184	School Flasher	SUNSHINE AV	SB		\$550.71		No
LE-SF-195	School Flasher	VINE ST	EB		\$550.71		No
LE-SF-196	School Flasher	VINE ST	WB		\$550.71		No
LE-S-155	Signal	MAIN ST		CANAL ST	\$2,673.88		No
LE-S-156	Signal	MAIN ST		3RD ST	\$2,673.88		No
LE-S-157	Signal	MAIN ST		6TH ST	\$2,673.88		No
LE-S-158	Signal	MAIN ST		9TH ST	\$2,673.88		No
LE-S-159	Signal	MAIN ST		12TH ST	\$2,673.88		No
LE-S-278	Signal	Main St		Lone Oak Dr	\$2,673.88		No
LE-S-160	Signal	MAIN ST, W		THOMAS AV	\$2,673.88		No
LE-S-149	Signal	SR 44		MAIN ST	\$2,673.88		No
LE-S-150	Signal	SR 44		LAKE ST	\$2,673.88		No
LE-S-151	Signal	SR 44		CANAL ST	\$2,673.88		No
LE-S-152	Signal	SR 44		9TH ST	\$2,673.88		No
LE-S-153	Signal	SR 44		12Th ST	\$2,673.88		No
LE-S-154	Signal	SR 44		CR 468	\$2,673.88		No
LE-S-203	Signal	SR 44		LONE OAK DR	\$2,673.88		No
LE-S-035	Signal	THOMAS AV		CR 44C (GRIFFIN RD # 4908)	\$2,673.88		No
LE-S-130	Signal	US 27		DR. MARTIN LUTHER KING JR / CR460.	\$2,673.88	\$1,369.00	Yes
LE-S-131	Signal	US 27		CR 466A / PICCIOLA RD	\$2,673.88	\$1,369.00	Yes
LE-S-132	Signal	US 27		North Lake Plaza	\$2,673.88	\$1,369.00	Yes
LE-S-133	Signal	US 27		GRIFFIN RD	\$2,673.88	\$1,369.00	Yes
LE-S-134	Signal	US 27		Palm Plaza	\$2,673.88		No
LE-S-136	Signal	US 27		CITIZENS BV	\$2,673.88		No
LE-S-137	Signal	US 27		CENTER ST	\$2,673.88		No
LE-S-138	Signal	US 27		MAIN ST	\$2,673.88		No
LE-S-139	Signal	US 27		YELLOW JACKET aka Meadows	\$2,673.88		No
LE-S-140	Signal	US 27		SUMTER ST	\$2,673.88	\$1,369.00	Yes
LE-S-141	Signal	US 27		SR 44 (DIXIE AV)	\$2,673.88	\$1,369.00	Yes
LE-S-142	Signal	US 27		GUNSTON ST	\$2,673.88		No
LE-S-068	Signal	US 441		COLLEGE DR	\$2,673.88	\$1,369.00	Yes

LE-S-069	Signal	US 441		CR 44	\$2,673.88	\$1,369.00	Yes
LE-S-070	Signal	US 441		CR 473	\$2,673.88	\$1,369.00	Yes
LE-S-073	Signal	US 441		LAKES BV	\$2,673.88	\$1,369.00	Yes
LE-S-074	Signal	US 441		LAKE SQUARE MALL	\$2,673.88	\$1,369.00	Yes
LE-S-076	Signal	US 441		RADIO RD	\$2,673.88	\$1,369.00	Yes
LE-S-143	Signal	US 441		CITIZENS BV	\$2,673.88	\$1,369.00	Yes
LE-S-144	Signal	US 441		PERKINS ST	\$2,673.88	\$1,369.00	Yes
LE-S-145	Signal	US 441		LEE ST	\$2,673.88		No
LE-S-146	Signal	US 441		3RD ST	\$2,673.88		No
LE-S-147	Signal	US 441		CANAL ST	\$2,673.88		No
LE-S-148	Signal	US 441		SR 44 (Dixie AV)	\$2,673.88	\$1,369.00	Yes
LE-S-364	Signal	US 441		US 27 Connector	\$2,673.88	\$1,369.00	Yes
				TOTAL Exhibit A	\$123,476.50		

EXHIBIT B: INTERCONNECTED TRAFFIC SIGNALS

City of Leesburg Exhibit B with Interconnected Telecommunication
Information FY 2016-17

Cartograph ID	Type	Major Road	Side Street A	Additional for Interconnect w/ telecom 2016-17	Interconnected w/ telecom
LE-S-130	Signal	US 27	DR. MARTIN LUTHER KING JR / CR460.	\$1,369.00	Yes
LE-S-131	Signal	US 27	CR 466A / PICCIOLA RD	\$1,369.00	Yes
LE-S-132	Signal	US 27	North Lake Plaza	\$1,369.00	Yes
LE-S-133	Signal	US 27	GRIFFIN RD	\$1,369.00	Yes
LE-S-068	Signal	US 441	COLLEGE DR	\$1,369.00	Yes
LE-S-069	Signal	US 441	CR 44	\$1,369.00	Yes
LE-S-070	Signal	US 441	CR 473	\$1,369.00	Yes
LE-S-073	Signal	US 441	LAKES BV	\$1,369.00	Yes
LE-S-074	Signal	US 441	LAKE SQUARE MALL	\$1,369.00	Yes
LE-S-076	Signal	US 441	RADIO RD	\$1,369.00	Yes
LE-S-143	Signal	US 441	CITIZENS BV	\$1,369.00	Yes
LE-S-144	Signal	US 441	PERKINS ST	\$1,369.00	Yes
LE-S-148	Signal	US 441	SR 44 (Dixie AV)	\$1,369.00	Yes
LE-S-141	Signal	US 27	SR 44 (Dixie AV)	\$1,369.00	Yes
LE-S-140	Signal	US 27	Sumter St	\$1,369.00	Yes
LE-S-364	Signal	US 441	US 27 Connector	\$1,369.00	Yes
			TOTAL EXHIBIT B	\$21,904.00	

TOTAL Group**Group**

Cartography ID	Type	Major Road	Side Street A	Inter-connected w/ Telecom	Quantity
LE-S-068	Signal	US 441	College Dr	YES	12
LE-S-069	Signal	US 441	CR 44	YES	12
LE-S-070	Signal	US 441	CR 473	YES	12
LE-S-073	Signal	US 441	Lake BV	YES	12
LE-S-074	Signal	US 441	Lake Square Mall	YES	12
LE-S-076	Signal	US 441	Radio Rd	YES	12
LE-S 143	Signal	US 441	Citizens BV	YES	12
LE-S 144	Signal	US 441	Perkins St	YES	12
LE-S 145	Signal	US 441	Lees St	YES	12
LE-S 146	Signal	US 441	3rd St	YES	12
LE-S 147	Signal	US 441	Canal St	YES	12
LE-S 148	Signal	US 441	SR 44 (Dixie Ave)	YES	12
LE-S-364	Signal	US 441	US 27 Connector	YES	12
LE-S-130	Signal	US 27	Dr Martn Luther King Jr/ CR 460	YES	12
LE-S-131	Signal	US 27	CR 466A/ Picciola Rd	YES	12
LE-S-132	Signal	US 27	N Lake Plaza	YES	12
LE-S-133	Signal	US 27	Griffin RD	YES	12

Group A - T**Group B**

LE-B-169	Beacon	13th St	High St	NO	12
LE-B-166	Beacon	High St	Moss St	NO	12
LE-B-168	Beacon	Lee St	Herndon St	NO	12
LE-B-167	Beacon	Moss St	Vine St	NO	12
LE-B-161	Beacon	SR 44	Lake Port Blvd	NO	12
LE-F-163	Flasher	US 441- NB		NO	12
LE-F-164	Flasher	US 441- SB		NO	12
LE-SF-181	School Flasher	13th St - NB		NO	12
LE-SF-182	School Flasher	13th St - SB		NO	12
LE-SF-187	School Flasher	Beecher St - NB		NO	12
LE-SF-188	School Flasher	Beecher St - SB		NO	12

LE-SF-199	School Flasher	CR 44A (Griffin Rd) - EB		NO	12
LE-SF-200	School Flasher	CR 44A (Griffin Rd) - WB		NO	12
LE-SF-177	School Flasher	Griffin Rd - EB		NO	12
LE-SF-178	School Flasher	Griffin Rd - WB		NO	12
LE-SF-179	School Flasher	Lee St - NB		NO	12
LE-SF-180	School Flasher	Lees St - SB		NO	12
LE-SF-191	School Flasher	Main St - EB		NO	12
LE-SF-193	School Flasher	Main St - WB		NO	12
LE-SF-194	School Flasher	Moss St - SB		NO	12
LE-SF-406	School Flasher	SR 44	Oak Park Middle	NO	12
LE-SF-407	School Flasher	SR 44	Oak Park Middle	NO	12
LE-SF-408	School Flasher	SR 44	Oak Park Middle	NO	12
LE-SF-409	School Flasher	SR 44	Oak Park Middle	NO	12
LE-SF-395	School Flasher	SR 44 (South St)		NO	12
LE-SF-396	School Flasher	SR 44 (South St) - WB		NO	12
LE-SF-183	School Flasher	Sunshine Ave - NB		NO	12
LE-SF-184	School Flasher	Sunshine Ave - NB		NO	12
LE-SF-195	School Flasher	Vine St - EB		NO	12
LE-SF-196	School Flasher	Vine St - WB		NO	12
LE-S-155	Signal	Main St	Canal St	NO	12
LE-S-156	Signal	Main St	3rd St	NO	12
LE-S-157	Signal	Main St	6th St	NO	12
LE-S-158	Signal	Main St	9th St	NO	12
LE-S-159	Signal	Main St	12th St	NO	12

LE-S-278	Signal	Main St	Lone Oak Dr	NO	12
LE-S-160	Signal	Main St, W	Thomas Ave	NO	12
LE-S-149	Signal	SR 44	Main St	NO	12
LE-S-150	Signal	SR 44	Lake St	NO	12
LE-S-151	Signal	SR 44	Canal St	NO	12
LE-S-152	Signal	SR 44	9th St	NO	12
LE-S-153	Signal	SR 44	12th St	NO	12
LE-S-154	Signal	SR 44	CR 468	NO	12
LE-S-203	Signal	SR 44	Lone Oak Dr	NO	12
LE-S-035	Signal	Thomas Ave	CR 44C Griffin Rd #4908	NO	12
LE-S-134	Signal	US 27	Palm Plaza	NO	12
LE-S-136	Signal	US 27	Citizens Blvd	NO	12
LE-S-137	Signal	US 27	Center St	NO	12
LE-S-138	Signal	US 27	Main St	NO	12
LE-S-139	Signal	US 27	Yellow Jacket	NO	12
LE-S-140	Signal	US 27	Sumter St	NO	12
LE-S-141	Signal	US 27	SR 44 (Dixie Ave)	NO	12
LE-S-142	Signal	US 27	Gunston St	NO	12

Group B - T

TOTAL Group

Month	\$500.00	\$6,000.00	\$85.00	\$1,020.00
Month	\$500.00	\$6,000.00	\$85.00	\$1,020.00
Month	\$500.00	\$6,000.00	\$85.00	\$1,020.00
Month	\$500.00	\$6,000.00	\$85.00	\$1,020.00
Month	\$500.00	\$6,000.00	\$85.00	\$1,020.00
Month	\$500.00	\$6,000.00	\$85.00	\$1,020.00
Month	\$500.00	\$6,000.00	\$85.00	\$1,020.00
Month	\$500.00	\$6,000.00	\$85.00	\$1,020.00
Month	\$500.00	\$6,000.00	\$85.00	\$1,020.00
Month	\$500.00	\$6,000.00	\$85.00	\$1,020.00
Month	\$500.00	\$6,000.00	\$85.00	\$1,020.00
Month	\$500.00	\$6,000.00	\$85.00	\$1,020.00
Month	\$500.00	\$6,000.00	\$85.00	\$1,020.00
Month	\$500.00	\$6,000.00	\$85.00	\$1,020.00
Month	\$500.00	\$6,000.00	\$85.00	\$1,020.00
Month	\$500.00	\$6,000.00	\$85.00	\$1,020.00
Month	\$500.00	\$6,000.00	\$85.00	\$1,020.00
Month	\$500.00	\$6,000.00	\$85.00	\$1,020.00
Month	\$500.00	\$6,000.00	\$85.00	\$1,020.00
Month	\$500.00	\$6,000.00	\$85.00	\$1,020.00
Month	\$500.00	\$6,000.00	\$85.00	\$1,020.00
Month	\$2,000.00	\$24,000.00	\$195.00	\$2,340.00
Month	\$2,000.00	\$24,000.00	\$195.00	\$2,340.00
Month	\$2,000.00	\$24,000.00	\$195.00	\$2,340.00
Month	\$2,000.00	\$24,000.00	\$195.00	\$2,340.00
Month	\$2,000.00	\$24,000.00	\$195.00	\$2,340.00

\$550.00	\$6,600.00
\$550.00	\$6,600.00
\$550.00	\$6,600.00
\$550.00	\$6,600.00
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\$550.00	\$6,600.00
\$550.00	\$6,600.00
\$550.00	\$6,600.00
\$550.00	\$6,600.00
\$550.00	\$6,600.00
\$550.00	\$6,600.00
\$550.00	\$6,600.00
	\$203,160.00
Annual	\$315,360.00



AGENDA MEMORANDUM

Item No: 5.C.2.
Meeting Date: August 22, 2016
From: Tracey Dean, Airport Manager
Subject: Non-Disturbance Agreement as it relates to Mercy Flight Southwest, Inc., F/K/A Angel Flight Southeast, Inc., a Leesburg International Airport tenant

Staff Recommendation:

Staff recommends execution of the Non-Disturbance Agreement.

Analysis:

SunTrust Bank requests that the City execute a Non-Disturbance Agreement as it relates to Mercy Flight Southwest, Inc., F/K/A Angel Flight Southeast, Inc. The tenant is obtaining a fifteen-year, \$275,000 loan from SunTrust Bank.

On October 27th, 2008, by Resolution 8321, a consent to assignment of ground lease among Highland Centre and Mercy Flight Southwest, Inc. was approved. The term of the lease shall expire at the end of March, 2032.

Options:

1. Execute the Non-Disturbance Agreement; or,
2. Such alternative action as the Commission may deem appropriate

Fiscal Impact:

None

Submission Date and Time: 8/18/2016 9:05 AM

Department: <u>Airport</u> Prepared by: <u>Tracey Dean</u> Attachments: Yes <input checked="" type="checkbox"/> No _____ Advertised: _____ Not Required _____ Dates: _____ Attorney Review: Yes <input checked="" type="checkbox"/> No _____ _____ Revised 6/10/04	Reviewed by: Dept. Head _____ Finance Dept. _____ Deputy C.M. <u>MWR</u> Submitted by: _____ City Manager _____	Account No. <u>_n/a</u> Project No. _____ WF No. _____ Budget _____ Available _____
---	--	---

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A NON-DISTURBANCE AGREEMENT WITH SUNTRUST BANK, AS IT RELATES TO MERCY FLIGHT SOUTHWEST, INC. F/K/A ANGEL FLIGHT SOUTHEAST, INC., A TENANT AT THE LEESBURG INTERNATIONAL AIRPORT; AND PROVIDING AN EFFECTIVE DATE.

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

THAT the Mayor and City Clerk are hereby authorized to execute a Non-Disturbance agreement with SunTrust Bank, whose address is 211 Perimeter Way, Atlanta, GA 30346.

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 22nd day of August 2016.

JAY HURLEY, Mayor

ATTEST:

J. ANDI PURVIS, City Clerk

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A REVISED AND CORRECTED CONSENT TO ASSIGNMENT OF GROUND LEASE AMONG HIGHLAND CENTRE AND MERCY FLIGHT SOUTHEAST, INC., AND THE CITY OF LEESBURG; AND PROVIDING AN EFFECTIVE DATE.

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

THAT the Mayor and City Clerk are hereby authorized to execute a Revised and Corrected Consent to Assignment of Ground Lease Agreement among the City of Leesburg, Highlands Centre, whose address is 6 Cross Creek Way, Ormond Beach, Florida 32174 and Mercy Flight Southeast, Inc. f/k/a Angel Flight Southeast, Inc. whose address is 8864 Airport Boulevard, Leesburg, Florida 34788, for the purpose of consenting to the Revised and Corrected Consent to assignment of ground lease from Highlands Centre to Mercy Flight Southeast, Inc. at Leesburg International Airport.

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 27th day of October 2008.


Mayor

ATTEST:


City Clerk

10/27/08

②

Return to:
City Clerk
City of Leesburg
P.O. Box 490630
Leesburg, Florida 34749-0630
THIS INSTRUMENT PREPARED BY & RETURN TO:
Fred A. Morrison
McLin & Burnsed, P.A.
Post Office Box 491357
Leesburg, Florida 34749-1357

CFN 2008133294
Bk 03703 Pgs 0641 ~ 645 (5pgs)
DATE: 11/21/2008 09:46:12 AM
NEIL KELLY, CLERK OF COURT
LAKE COUNTY
RECORDING FEES 44.00

**REVISED AND CORRECTED
CONSENT TO ASSIGNMENT OF
GROUND LEASE**

RESERVED FOR RECORDING

THIS INSTRUMENT executed the 27 day of October, 2008, among **THE CITY OF LEESBURG, FLORIDA** (hereafter the "City"), whose address is P.O. Box 490630, Leesburg, Florida 34749 - 0630; **HIGHLANDS CENTRE, a Florida partnership** (hereafter referred to as "Assignor"), whose address is 6 Cross Creek Way, Ormond Beach, FL 32174; and **MERCY FLIGHT SOUTHEAST, INC. f/k/a ANGEL FLIGHT SOUTHEAST, INC.** (hereafter referred to as "Assignee"), whose address is 8864 Airport Boulevard, Leesburg, Florida 34788,

WITNESSETH:

That on June 11, 2001, the City and Assignor entered into a lease with a term of twenty (20) years, for property legally described in the exhibit attached to the Lease. Assignor now desires to assign the Lease to Assignee, which requires the consent of the City. On February 12, 2007, the City Commission of the City of Leesburg, Florida, passed its Resolution No. 7865, authorizing the execution of a document consenting to the assignment of the Lease from Assignor to Assignee, extending the Lease term at the request of Assignee, and amending the provisions of the Lease pertaining to the amount of rent in consideration of the extension of the term of the Lease. The description of the Lease as set forth in that Resolution and the accompanying document was in error, and the parties have entered into this agreement to correct those errors.

NOW THEREFORE, for and in consideration of the sum of \$10.00 and other good and valuable considerations, to it in hand paid, the receipt and sufficiency of which are hereby acknowledged, as well as in consideration for the extension of the term of the Lease, the changes in the rental amount, and the other mutual covenants and promises contained herein, the City does hereby consent to the assignment of the Lease from Assignor to Assignee, subject to the following conditions:

1. Use by Assignee of the hangar located on the leased property shall be limited to those uses permitted by the Lease as originally executed. Assignee understands and acknowledges that the purpose of this the Lease and this Consent is to provide for such uses as being allowed under the Lease and that if there are occupational licenses, zoning or land use approvals, professional licenses or permits, or other approvals needed under any ordinances of the City or other applicable laws to conduct such activities at this location, Assignee must still obtain all such required licenses and approvals. Nothing in the Lease or this Consent shall be considered a waiver of any right or power of the City under its ordinances, its comprehensive plan, or other provisions applicable to the use and development of land or the operation of a commercial business at the leased premises, nor as authorization for Assignee to undertake any use for which it is not properly licensed or for which all required governmental approvals have not been obtained.

2. If any aircraft maintenance, storage of fuel, petroleum products, solvents, or other substances creating a fire hazard, or other activity which creates or increases the hazard of fire at the hangar, is to be performed inside the hangar, before any such activity is undertaken the hangar must be inspected by the City's Fire Marshall and the hangar will have to be modified, at Assignee's expense, to meet the fire and safety code requirements specified by the Fire Marshall.. City acknowledges Assignor has heretofore entered into a sublease with Flying Colors of Leesburg, Inc., and that Assignee is acquiring the Lease subject to the aforementioned sublease with Flying Colors of Leesburg.

3. The City hereby ratifies the approval of the form of Lease Assignment as attached to the document approved by its Resolution No. 7865.

4. This Consent shall relieve Assignor of any and all liability under the Lease, from and after the effective date of the Assignment of Lease from Assignor to Assignee or the entry into possession of the leased premises by Assignee, whichever occurs last. This provision shall relate back to the effective date of Resolution No. 7865.

5. Assignee understands and agrees that the City undertakes no responsibility for the physical condition of the hangar or the premises, over and above such obligations as it already held under the Lease. Further, by executing this Consent the City does not waive any rights it has under the Lease nor any remedies it possesses thereunder. The City does acknowledge that as of the date of this Consent there exist no material violations of the Lease on the part of Assignor.

6. The term of the Lease is hereby extended such that it shall expire at the end of March, 2032. The term of the lease and its expiration date shall be set forth on a Memorandum of Lease recorded in the Public Records of Lake County, Florida.

7. The City acknowledges Assignee does not currently occupy all of the Premises. A portion of the Premises is and will in the future be used by a subtenant. Therefore, Assignee shall have the continued right to sublease all or any part of the Premises not being used by Assignee as of the effective date of this Consent.

With respect to the portion of the Premises occupied and being used by Assignee as of the effective date of Resolution No. 7865, the following provisions shall apply:

If at any time prior to expiration of the term of the Lease as extended hereby, but after the original expiration date of the term of the Lease, Assignee either:

(a) vacates substantially all of the portion of the Premises occupied and used as of the aforesaid consent effective date, or

(b) assigns the lease in whole or in part (excluding collateral assignments associated with mortgage financing), or

(c) subleases substantially all of the portion of the Premises occupied and used as of the effective date of the Consent,

then the City may modify the rent payable under the lease to the fair market rental value of the Premises as of that date. The fair market rental value shall include a rental value for the underlying real property, and all permanent improvements then in existence on the real property, as determined by a qualified appraiser retained by the City. The City shall notify Assignee in writing of the new amount of rent due and Assignee shall begin paying the new rental amount on the first day of the first calendar month

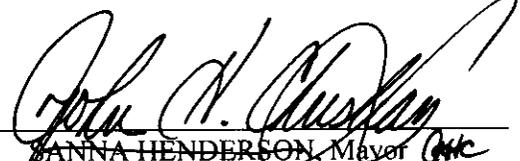
following receipt of such written notice. Thereafter the newly established rental amount shall be subject to continued adjustment every two years as provided in the Lease.

8. To the extent the subject matter of this Consent addresses or modifies the lease, this Consent shall be considered as an amendment to the lease. This Revised and Corrected Consent supersedes the erroneous Consent previously executed by the parties but its effectiveness shall relate back to the effective date of Resolution No. 7865.

9. Except as specifically modified by this Consent, the Lease shall remain in full force and effect as originally signed between the City and Assignor.

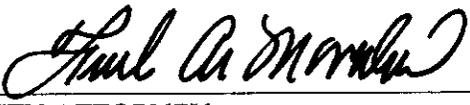
IN WITNESS WHEREOF, the parties have set their hands and seals to this document.

THE CITY OF LEESBURG, FLORIDA

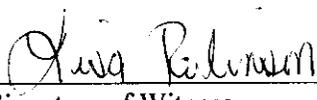
BY: 
JANNA HENDERSON, Mayor *JHC*
JOHN CHRISTIAN

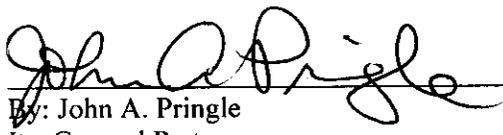
Attest: 
BETTY RICHARDSON, City Clerk

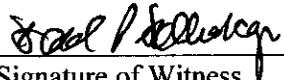
Approved as to form and content:


CITY ATTORNEY

HIGHLANDS CENTRE


Signature of Witness
LISA ROBINSON
Printed Name of Witness


By: John A. Pringle
Its: General Partner


Signature of Witness
David P. Doherty
Printed Name of Witness

MERCY FLIGHT SOUTHEAST, INC. f/k/a
ANGEL FLIGHT SOUTHEAST, INC.

~~XXXXXXXXXXXXXXXXXXXX~~
Signature of Witness

Gregory S. Chavis
Printed Name of Witness

[Signature]
Signature of Witness

Judith A. Chavis
Printed Name of Witness

STATE OF Florida
COUNTY OF Volusia

Mary Alice Alexander
By: ~~XXXXXXXXXX~~ Mary Alice Alexander
Its: President ~~CEO~~

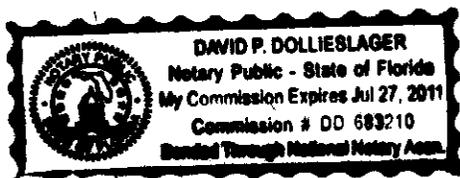
BEFORE ME, the undersigned Notary Public, personally appeared JOHN A. PRINGLE, as General Partner of HIGHLANDS CENTRE, who acknowledged before me on this 28th day of January, 2008, that he executed the foregoing instrument, and who was either {CHECK ONE} personally known to me, or who produced _____ as identification.

David P. Dollieslager
NOTARY PUBLIC

Commission Number _____

Type or print name of Notary _____

Commission Expiration Date _____



STATE OF FLORIDA
COUNTY OF LAKE

John CHRISTIAN

BEFORE ME, the undersigned Notary Public, personally appeared ~~SANNA HENDERSON~~, as Mayor, and BETTY RICHARDSON, as City Clerk, of the City of Leesburg, Florida, who acknowledged before me on this 27 day of October, 2008, that they executed the foregoing instrument on behalf of the City, and who were either {CHECK ONE} personally known to me, or who produced _____ as identification.

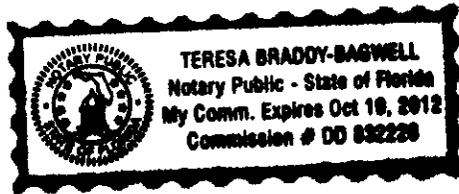
Teresa Brady-Bagwell
NOTARY PUBLIC

DD-832228

Commission Number

Teresa Brady-Bagwell
Type or print name of Notary

Commission Expiration Date



STATE OF FLORIDA
COUNTY OF LAKE

BEFORE ME, the undersigned Notary Public, personally appeared MARY ALICE ALEXANDER, as President of MERCY FLIGHT SOUTHEAST, INC., f/k/a ANGEL FLIGHT SOUTHEAST, INC., who acknowledged before me on this 16 day of September, 2008, that she executed the foregoing instrument, and who was either {CHECK ONE} personally known to me, or who produced _____ as identification.

Judith A Chavis
NOTARY PUBLIC

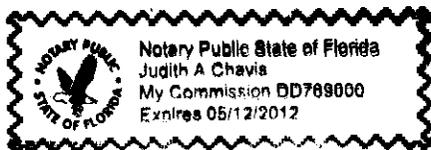
DD 769000

Commission Number

Judith A. Chavis
Type or print name of Notary

5/12/2012

Commission Expiration Date





LEESBURG

The City of Leesburg

4.C.8.

AGENDA MEMORANDUM

Meeting Date:	October 27, 2008
From:	Betty M. Richardson, City Clerk
Subject:	Resolution authorizing execution of a revised and corrected Consent to Assignment of ground lease among Highlands Centre, Mercy Flight Southeast, Inc., and the City of Leesburg

Staff Recommendation:

Staff recommends approval of the revised and corrected Consent to Assignment of ground lease among Highlands Centre, Mercy Flight Southeast, Inc., and the City of Leesburg.

Analysis:

In June 2001, the City entered into a lease with Highlands Centre for property at the Leesburg Airport. The site was used to construct a hangar and the primary tenant since that time has been Angel Flight Southeast. Angel Flight Southeast (now known as Mercy Flight Southeast, Inc.) purchased the hangar from Highlands Centre, and a Consent to Assignment of Lease was approved by the City at the February 12, 2007, meeting.

The Consent to Assignment of Lease provided for an additional five-year period in the lease term with a current monthly rent on this site of \$317.18 plus tax. This amount is adjusted every two years based on the Consumers Price Index. The initial lease period will end June 30, 2021.

After the Commission approved the consent and during finalization of the Consent to Assignment of Lease, staff found a misstatement in how the lease had been changed from one entity to another entity. The Consent to Assignment of ground lease approved February 12, 2007 shows the lease was first in the name of Pringle Development. The only Consent to Assignment of Lease on file at the time this lease was executed was one from Highland Centre to Angel Flight Southeast. This revised and corrected Consent to Assignment of ground lease reflects the correct transition. All other parts of the lease remain the same.

Options:

1. Approve the revised and correct Consent to Assignment of ground lease, or
2. Such alternative action as the Commission may deem appropriate

Fiscal Impact:

There is no fiscal impact with this approval.

Submission Date and Time: 10/22/2008 2:02 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. _____ JB Deputy C.M. _____ EFS Submitted by: City Manager _____	Account No. _____ Project No. _____ WF No. _____ Budget _____ Available _____
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McLin & Burnsed

Professional Association

Walter S. McLin, III (1935-2007)
R. Dewey Burnsed (1939-2007)
Matthew D. Black
Mark A. Brionez
Gary Fuchs
Frederick T. Goller, LL.M., E.P.
Brian D. Hudson
Stephen W. Johnson
Erick Langenbrunner
Stephanie J. McCulloch

ATTORNEYS AT LAW

G. Michael Mahoney
John D. Metcalf
Fred A. Morrison
Richard P. Newman
Thomas Grady Reed III
Steven M. Roy
Jeffrey P. Skates
Phillip S. Smith
Joseph S. Thomas

MEMO

TO: Betty Richardson

FROM: Fred A. Morrison 

DATE: September 30, 2008

RE: Highlands Centre - Angel Flight – Consent to Assignment of Ground Lease

Betty, enclosed you will find a copy of Bob Williams' letter to me, requesting that the attached Revised and Corrected Consent to Assignment of Ground Lease be placed on the next City Commission Agenda. Also enclosed is a Resolution authorizing you and Mayor Christian to execute the Assignment of Ground Lease. Please place this item on the next Agenda.

Thank you for your assistance.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A REVISED AND CORRECTED CONSENT TO ASSIGNMENT OF GROUND LEASE AMONG HIGHLANDS CENTRE AND MERCY FLIGHT SOUTHEAST, INC., AND THE CITY OF LEESBURG; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED by the City Commission of the City of Leesburg, Florida:

That the Mayor and the City Clerk are authorized and directed to execute a Revised and Corrected Consent to Assignment of Ground Lease among Highlands Centre, Mercy Flight Southeast, Inc., f/k/a Angel Flight Southeast, Inc., and The City of Leesburg, Florida, in the form attached as Exhibit "A" to this resolution.

THIS RESOLUTION 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 _____, 2008.

THE CITY OF LEESBURG

By: _____
Mayor

ATTEST:

Betty Richardson, City Clerk

LAW OFFICES
WILLIAMS, SMITH & SUMMERS, P.A.
380 WEST ALFRED STREET
TAVARES, FLORIDA 32778-3298

CHRISTOPHER J. SMITH
GARY L. SUMMERS
ROBERT Q. WILLIAMS
W. GRANT WATSON
LINDSAY C. TAYLOR HOLT

TELEPHONE:
(352) 343-6655
FAX (352) 343-4267

September 24, 2008

Fred A. Morrison, Esq.
McLin & Burnsed, P.A.
Post Office Box 491357
Leesburg, Florida 34749-1357

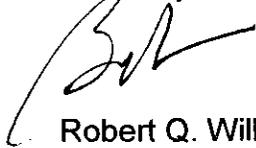
**Re: Highlands Centre – Angel Flight
Consent to Assignment of Ground Lease**

Dear Fred:

Enclosed please find the original Revised and Corrected Consent to Assignment of Ground Lease in the above-referenced matter which has now been executed by both the Assignor and the Assignee. This transaction closed in February of 2007 and I am still awaiting this recorded consent in order to issue my final title policies.

Would you please "walk" this onto the City's next consent agenda as a personal favor to me? Please give me a call if you should have any questions.

Sincerely,



Robert Q. Williams

RQW/clc

Enc:

LEASE DATED: _____

LEGAL DESCRIPTION:

A TRACT OF LAND LYING IN A PORTION OF BLOCK 39 OF SILVER LAKE ESTATES, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 10, PAGES 67 THROUGH 69 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER (NW 1/4), OF SECTION 22, TOWNSHIP 19 SOUTH, RANGE 25 EAST, FOR THE POINT OF COMMENCEMENT (P.O.C.); THENCE RUN SOUTH 89°10'02" EAST, ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER (NW 1/4), A DISTANCE OF 770.02 FEET TO THE NORTHERLY EXTENSION OF THE CENTERLINE OF ECHO DRIVE, HAVING A RIGHT-OF-WAY WIDTH OF 50.00 FEET; THENCE RUN SOUTH 21°52'01" WEST, ALONG SAID NORTHERLY EXTENSION AND ALONG THE CENTERLINE OF SAID ECHO DRIVE, A DISTANCE OF 1109.06 FEET TO THE INTERSECTION OF THE CENTERLINE OF AIRPORT BOULEVARD, HAVING A RIGHT-OF-WAY WIDTH OF 50.00 FEET; THENCE RUN NORTH 67°47'58" WEST, ALONG SAID CENTERLINE OF AIRPORT BOULEVARD, A DISTANCE OF 700.71 FEET; THENCE RUN SOUTH 22°08'20" WEST, A DISTANCE OF 25.00 FEET, TO THE SOUTH RIGHT-OF-WAY LINE OF SAID AIRPORT BOULEVARD AND THE POINT OF BEGINNING (P.O.B.) OF THIS DESCRIPTION; THENCE RUN SOUTH 67°47'58" EAST, ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 140.00 FEET; THENCE RUN SOUTH 22°08'20" WEST, PARALLEL WITH AND 18.50 FEET, PERPENDICULAR MEASURE, WEST OF THE CENTERLINE OF THE NEW TAXI WAY LOCATED SOUTH OF AIRPORT BOULEVARD AND APPROXIMATELY 542 FEET WEST OF AFORESAID ECHO DRIVE, A DISTANCE OF 204.75 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHWEST; THENCE RUN SOUTHWESTERLY, ALONG SAID CURVE, HAVING A DELTA ANGLE OF 13°00'21", A RADIUS LENGTH OF 106.15 FEET, AN ARC LENGTH OF 24.09 FEET, A TANGENT LENGTH OF 12.10 FEET, A CHORD LENGTH OF 24.04 FEET AND A CHORD BEARING OF SOUTH 28°38'30" WEST; THENCE RUN NORTH 50°09'59" WEST, NON-TANGENT TO SAID CURVE, A DISTANCE OF 144.09 FEET; THENCE RUN NORTH 22°08'20" EAST, A DISTANCE OF 184.99 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT OF LAND LIES IN SECTION 21, TOWNSHIP 19 SOUTH, RANGE 25 EAST, AT THE LEESBURG REGIONAL AIRPORT, CITY OF LEESBURG, LAKE COUNTY, FLORIDA AND CONTAINS 28,991.745 SQUARE FEET OR 0.666 ACRE.

DAVID H. KRAFT, P.S.M.
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA REGISTRATION NO. 4365

SECTION: 21-19-25



CITY OF LEESBURG
ENGINEERING DEPARTMENT
600 ORANGE STREET
LEESBURG, FLORIDA 34749-0630
PHONE (352) 728-9755
FAX (352) 728-9758

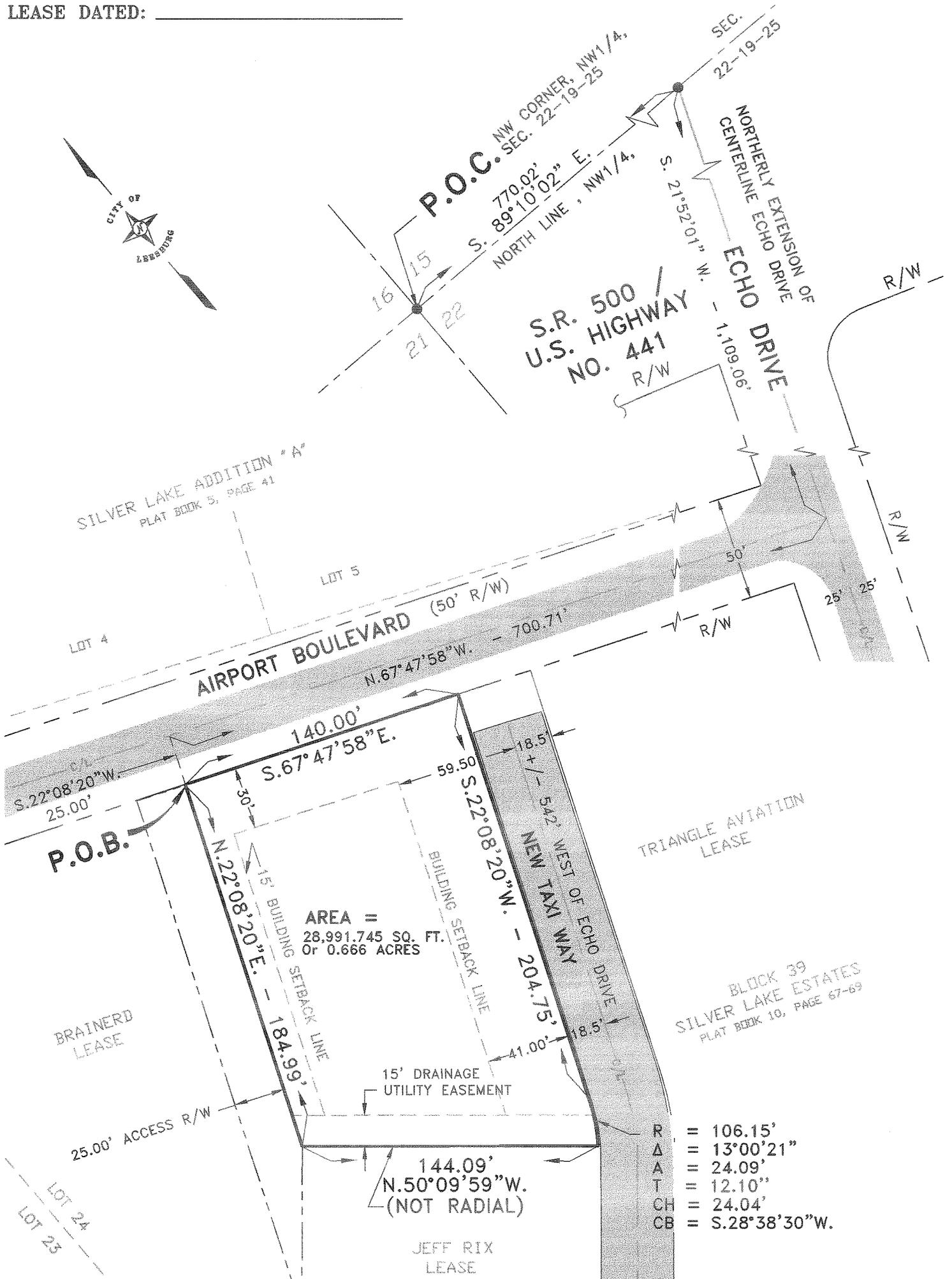
LEGAL DESCRIPTION
PRINGLE DEVELOPMENT
LEASE PROPERTY AT
LEESBURG REGIONAL
AIRPORT

DATE: 3/16/01
DRAWN: S.W.P.
CHECKED: D.H.K.
APPROVED: D.H.K.
SCALE: N/A
FILE NO.: AP01003

SHEET
NUMBER
1
OF
1

EXHIBIT "A", (3 SHEETS) ATTACHMENT TO LEASE BY: PRINGLE DEVELOPMENT

LEASE DATED: _____



DAVID H. KRAFT, P.S.M.
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA REGISTRATION NO. 4365

SECTION: 21-19-25

CITY OF LEESBURG
ENGINEERING DEPARTMENT
600 ORANGE STREET
LEESBURG, FLORIDA 34749-0630
PHONE (352) 728-9755
FAX (352) 728-9765

LEGAL DESCRIPTION
PRINGLE DEVELOPMENT
LEASE PROPERTY AT
LEESBURG REGIONAL
AIRPORT

DATE: 3/16/01
DRAWN: S.W.P.
CHECKED: D.H.K.
APPROVED: D.H.K.
SCALE: 1" = 60'
FILE NO.: AP01003

SHEET
NUMBER
2
OF
2



EXHIBIT "A", (3 SHEETS) ATTACHMENT TO LEASE BY: PRINGLE DEVELOPMENT

LEASE DATED: _____

SURVEYOR'S REPORT:

1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. BEARINGS, SHOWN HEREON, ARE RELATIVE TO ASSUMED DATUM, BASED ON THE CENTERLINE OF ECHO DRIVE, AS BEING S. 21°52'01" W..
3. THE LEGAL DESCRIPTION, SHOWN HEREON, WAS PREPARED UNDER THE DIRECTION OF THE SURVEYOR, ACCORDING TO THE INSTRUCTIONS PROVIDED BY SALLY SHERMAN, ASSISTANT CITY MANAGER OF THE CITY OF LEESBURG.
4. THIS IS NOT A SURVEY.

LEGEND

- C/L - CENTERLINE
- P.O.C. - POINT OF COMMENCEMENT
- R/W - RIGHT-OF-WAY
- P.O.B. - POINT OF BEGINNING
- S.R. - STATE ROAD
- U.S. - UNITED STATES
- SQ.FT. - SQUARE FEET

DAVID H. KRAFT, P.S.M.
 PROFESSIONAL SURVEYOR & MAPPER
 FLORIDA REGISTRATION NO. 4365

SECTION: 21-19-25



CITY OF LEESBURG
 ENGINEERING DEPARTMENT
 600 ORANGE STREET
 LEESBURG, FLORIDA 34749-0630
 PHONE (352) 728-9755
 FAX (352) 728-9763

LEGAL DESCRIPTION
PRINGLE DEVELOPMENT
LEASE PROPERTY AT
LEESBURG REGIONAL
AIRPORT

DATE: 3/16/01
 DRAWN: S.W.P.
 CHECKED: D.H.K.
 APPROVED: D.H.K.
 SCALE: N/A
 FILE NO.: AP01003

SHEET
 NUMBER
 3
 OF
 3

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

Non-Disturbance Agreement

(RESERVED FOR RECORDING)

THIS AGREEMENT dated the _____ day of _____, 2016, among **SUNTRUST BANK**, with offices at _____, its successors and assigns (including but not limited to the holder of the Note and Security Agreement hereinafter described) (hereafter referred to as "Lender"), **THE CITY OF LEESBURG, FLORIDA**, a Florida municipal corporation (hereafter referred to as "Landlord"), and **MERCY FLIGHT SOUTHWEST, INC., F/K/A ANGEL FLIGHT SOUTHEAST, INC.**, a Florida not for profit corporation whose principal place of business is located at 8864 Airport Blvd., Leesburg, Florida 34788 (hereafter referred to as "Tenant"),

WHEREAS, Landlord has entered into a certain lease dated June 11, 2001 (the "Lease") with Highland Centre, a Florida Partnership who thereafter assigned its interest in the Lease to Tenant on October 27, 2008. The Lease covers certain premises situated in Lake County, Florida, and more particularly described in the Lease and in attached Exhibit "A" (the "Demised Premises"); and

WHEREAS, Lender has agreed to make a loan to Tenant, to be evidenced by a note (the "note") executed by Tenant, and secured *inter alia* by a leasehold mortgage and other security agreements on the improvements located on the Demised Premises and on other real and personal property (the "Security Agreement") intended to be recorded in the appropriate location; and

WHEREAS, Tenant is executing a leasehold mortgage in favor of Lender of Tenant's interest in the Lease and wishes to take possession of the Demised Premises in the event it exercises its rights under such leasehold mortgage; and

WHEREAS, Tenant and Lender desire to be assured of continued occupancy of the Demised Premises under the terms of the Lease;

NOW THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) by each party in hand paid to the other, the receipt of which is hereby acknowledged, and in consideration of the mutual promises, covenants and agreements herein contained, the parties hereto, intending to be legally bound hereby, promise, covenant and agree as follows:

1. The Lease is in full force and effect and Tenant is not in violation of any material provision thereof. The Lease is assignable and the pledge of the Lease and the rights hereunder are not in violation of any term, condition or provision of the Lease. In the event consent of the Landlord is required before any assignment occurs, Landlord agrees that it (a) consents to the possession of the Demised Premises by Lender subject to the terms set forth in this Nondisturbance Agreement, and (b) will not unreasonably withhold its consent to the assignment of the Lease to a third party, subject however to those provisions of the Lease itself governing such assignments and further subject to the express condition that no default by Tenant or its successors shall exist at the time such consent to a third party assignment is requested.

2. In the event Lender takes possession of the Demised Premises as Lender-in-possession, Landlord agrees not to affect or disturb Lender's right to possession of the Demised Premises in the exercise of Lender's rights so long as Tenant is not then in default under any of the terms, covenants or conditions of the Lease.

3. (a) In the event Lender succeeds to the interest of Tenant under the Lease, Lender agrees to be bound under all of the terms, covenants and conditions of the Lease; accordingly, Landlord, Lender and Tenant shall have the same remedies against one another for the breach of any agreement contained in the Lease as Tenant and Landlord had before Lender succeeded to the interest of Tenant; provided, however, that Lender shall not be bound by any rent or additional rent which Tenant might have paid to Landlord for more than the current month, nor shall Lender be liable to Tenant for any damages arising out of events occurring prior to the date Lender succeeded to the interest of Tenant under the Lease.

(b) This attornment shall be effective and self-operative without the execution of any further instrument by any of the parties hereto, immediately upon Lender succeeding to the interest of Tenant under the Lease, and the respective rights and obligations of Tenant and Lender upon such attornment, to the extent of the then remaining balance of the term of the Lease and any extension or renewal permitted thereby, shall be and are the same as are now set forth therein.

4. In the event that anyone else acquires title to or the right to possession of the Demised Premises, in accordance with the terms and conditions of the Lease governing such an event, Landlord agrees not to seek to terminate the Lease by reason thereof, but shall remain bound unto the new lessee and the new lessee, provided the new lessee agrees in writing to be bound to Landlord under all of the terms, covenants and conditions of the Lease, as provided herein, and any liability of Lender to Tenant under the Lease or hereunder shall terminate.

5. Landlord hereby covenants and agrees to and with Lender:

- (a) to deliver to Lender at the address shown above, or such other address as Lender may hereafter specify in writing, a duplicate of each notice of default delivered to Tenant at substantially the same time as such notice is given to Tenant;
- (b) not to seek to terminate the Lease by reason of any default of Tenant without prior written notice thereof to Lender, and the lapse of ten (10) days after the giving of such notice to Lender for a default which may be cured solely by payment of money (a "Monetary Default"), or thirty (30) days after the giving of such notice to Lender for a default which cannot be cured solely by payment of money (a "Nonmonetary Default"), provided however that with respect to any Nonmonetary Default which cannot reasonably be cured within thirty (30) days, if Lender commences to cure such default within thirty (30) days and thereafter diligently proceeds with such efforts, Lender shall be afforded such time as is reasonably necessary to complete the curing of such Nonmonetary Default;
- (c) not to modify the Lease orally or in any other manner except by an agreement in writing signed by Lender, for such time as the Security Agreement remains in effect as a lien on the Demised Premises or any improvements located thereon, or the Note it secures remains unpaid;
- (d) not to assign its interest in the Lease without prior, written notice to Tenant and Lender. Tenant shall remain obligated under the Lease notwithstanding any such assignment.

6. This Agreement shall inure to and bind the heirs, legatees, devisees, administrators, executors, successors and assigns of the parties hereto. Lender and Tenant acknowledge and agree that this Agreement cannot be executed or modified without the approval of the Leesburg City Commission, at a public meeting where a quorum is present and the item to be approved has been properly placed on the agenda and advertised for approval.

WITNESS the hand and seal of the undersigned the day and year first above written.

WITNESSES:

TENANT:
MERCY FLIGHT SOUTHWEST, INC.

Tracy Dean
Tracy Dean
Type or print name

[Signature]
by STEVE PUELO its CEO

William Shackelford
William Shackelford
Type or print name

SUNTRUST BANK

BY: Joshua Gonzales, F.V.P.
Joshua Gonzales, First Vice President
(Type or print name and title)

Attest: _____

(Type or print name and title)

THE CITY OF LEESBURG, FLORIDA

BY: _____
_____, Mayor

Attest: _____
_____, City Clerk

Approved as to form and content:

Fred A. Morrison, City Attorney

STATE OF FLORIDA
COUNTY OF LAKE

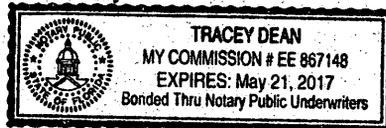
BEFORE ME, the undersigned Notary Public, personally appeared Steve Purello, who is the CEO of Mercy Flight Southwest, Inc., who acknowledged before me on this 10th day of August, 2016, that they executed the foregoing instrument for the purposes expressed therein, and who was either {check one} personally known to me, or produced _____ as identification.

Tracey Dean
NOTARY PUBLIC

EE 867148
Commission Number

Tracey Dean
Type or print name of Notary

5/21/2017
Commission expiration date



STATE OF FLORIDA
COUNTY OF LAKE

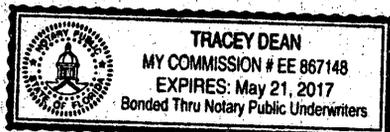
BEFORE ME, the undersigned Notary Public, personally appeared Joshua Gonzales, who is the First Vice President of SUNTRUST BANK, who acknowledged before me on this 10th day of August, 2016, that they executed the foregoing instrument on behalf of the corporation, for the purposes expressed therein, and who were either {check one} personally known to me, or produced FL Drivers License as identification.

Tracey Dean
NOTARY PUBLIC

EE 867148
Commission Number

Tracey Dean
Type or print name of Notary

5/21/2017
Commission expiration date



STATE OF FLORIDA
COUNTY OF LAKE

BEFORE ME, the undersigned Notary Public, personally appeared _____ and _____, who are the Mayor and City Clerk, respectively, of the City of Leesburg, Florida, and who acknowledged before me on this _____ day of _____, 2016, that they executed the foregoing instrument on behalf of the City for the purposes expressed therein, and who were either {check one} _____ personally known to me, or _____ produced _____ as identification.

NOTARY PUBLIC

Commission Number

Type or print name of Notary

Commission expiration date



AGENDA MEMORANDUM

Item No: 5.C.3.
Meeting Date: August 22, 2016
From: Brandy McDaniel, Budget Manager
Subject: Special transfer from the Gas Utility in the amount of \$2,075,000 for the Venetian Gardens Phase III, Community Building project to the Capital Projects fund

Staff Recommendation:

Staff recommends approval of a special transfer from the Gas Utility in the amount of \$2,075,000 for the Venetian Gardens Phase III, Community Building project to the Capital Projects fund.

Analysis:

At the August 8, 2016 regular City Commission meeting, the Venetian Gardens Phase II & III projects were approved to move forward. Part of the funding for Phase III renovating the Community Building was to transfer \$2,075,000 from the Gas Fund to the Capital Projects fund.

In order to make these transfers, the City must adhere to Ordinance 07-80, Section 2-230. That section allows surplus transfer provided that cash exceeds 115% of the minimum acceptable level of cash reserve. Utilization of Surplus Cash can be approved for any one of the following; (1) elimination of shortfalls in related funds; (2) reduction or avoidance of debt; (3) funding of a renewal and replacement program; (4) one time capital needs; and (5) for use in funding tax, fee or rate stabilization. In addition to the Surplus Cash test, Ordinance 07-82 provides for a five-year pro forma cash flow projection to determine the financial impact if any on the fund from which the transfer is drawn (attached). The following test reflects the amount of surplus cash available as of September 30, 2016:

Minimum Cash Reserve Requirement	\$1,057,526
Add 15% Reserve	<u>158,629</u>
Minimum Level of Acceptable Cash Reserve	\$1,216,155
Unaudited Estimated Cash Balance as of 9/30/16	5,436,222
Surplus Cash	\$4,220,067

The calculation as prescribed by ordinance reflects adequate surplus cash to allow for the special transfer.

Options:

1. Approve the special transfer in FY 2015-16 from the Gas Utility to the Capital Projects Fund in the amount of \$2,075,000 for Venetian Gardens Phase III, Community Building project; or
2. Such alternative action as the Commission may deem appropriate

Fiscal Impact:

The impact on Surplus Cash of the Gas Utility will be decreasing the Surplus Cash from \$4,220,067 to \$2,145,067 or \$3,361,222 (year end after all transfers) less the minimum level of acceptable cash reserve \$1,216,155 is \$2,145,067.

Submission Date and Time: 8/18/2016 9:05 AM

Department: _____ Prepared by: _____ Attachments: Yes___ No ___ Advertised: _____ Not Required _____ Dates: _____ Attorney Review : Yes___ No ___ Revised 6/10/04	Reviewed by: Dept. Head _____ Finance Dept. _____ Deputy C.M. _____ Submitted by: _____ City Manager _____	Account No. 042-2088-581-9131 _____ Project No. _____ WF No. _____ Budget _____ Available _____
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RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA APPROVING A SPECIAL TRANSFER FROM THE GAS UTILITY TO THE CAPITAL PROJECTS FUND IN THE AMOUNT OF \$2,075,000 FOR THE VENETIAN GARDENS PHASE III COMMUNITY BUILDING PROJECT; AND PROVIDING AN EFFECTIVE DATE.

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

THAT the City Commission hereby authorizes the Gas Utility Special Transfer in FY 15-16 of \$2,075,000 to the Capital Projects Fund for the Venetian Gardens Phase III, Community Building project.

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 22nd day of August 2016.

Mayor

ATTEST:

City Clerk

City of Leesburg Gas Fund
Five Year Cash Flow Pro Forma

	2016 Budget	2017 Projected	2018 Projected	2019 Projected	2020 Projected	Cummulative Total
Revenue						
Charges For Services	\$ 7,132,715	\$ 7,328,865	\$ 7,548,731	\$ 7,784,628	\$ 8,037,629	\$ 37,832,568
Other Operating Revenue	35,000	35,963	37,041	38,199	39,440	185,643
Total Operating Revenues	<u>7,167,715</u>	<u>7,364,827</u>	<u>7,585,772</u>	<u>7,822,827</u>	<u>8,077,069</u>	<u>38,018,211</u>
Expenses						
Gas Purchases	2,383,331	2,448,873	2,522,339	2,601,162	2,685,700	12,641,404
Administration	553,940	569,173	586,249	604,569	624,217	2,938,148
Distribution	941,529	967,421	996,444	1,027,583	1,060,979	4,993,955
Other Operating Expenses	1,610,886	1,576,689	1,603,594	1,626,574	1,645,467	8,063,210
Total Operating Expenses	<u>5,489,686</u>	<u>5,562,156</u>	<u>5,708,625</u>	<u>5,859,887</u>	<u>6,016,363</u>	<u>28,636,718</u>
Income Before Operating Transfers	<u>1,678,029</u>	<u>1,802,671</u>	<u>1,877,147</u>	<u>1,962,940</u>	<u>2,060,706</u>	<u>9,381,493</u>
Interfund Transfers						
Transfers to Other Funds						
General Fund	739,193	759,521	782,306	806,754	832,973	3,920,747
Surcharges to General Fund	131,975	135,604	139,672	144,037	148,718	700,007
Capital Projects	-	-	-	-	-	-
Debt Service	-	-	-	-	-	-
Total Transfers	<u>(871,168)</u>	<u>(895,125)</u>	<u>(921,979)</u>	<u>(950,791)</u>	<u>(981,691)</u>	<u>(4,620,754)</u>
Net Income After Transfers	<u>806,861</u>	<u>907,546</u>	<u>955,168</u>	<u>1,012,149</u>	<u>1,079,015</u>	<u>4,760,739</u>
Other Sources (Uses)						
Cust/Dev Contributions	224,748	575,500	596,775	616,000	634,900	2,647,923
Appropriated Retained Earnings	1,018,950	156,245	201,400	164,400	182,300	1,723,295
Capital Projects	(329,725)	(731,745)	(798,175)	(780,400)	(817,200)	(3,457,245)
Net Other Sources	<u>913,973</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>913,973</u>
Incr (Decr) to Unappropriated Fund Balance	<u>\$ 1,720,834</u>	<u>\$ 907,546</u>	<u>\$ 955,168</u>	<u>\$ 1,012,149</u>	<u>\$ 1,079,015</u>	<u>\$ 5,674,712</u>
Annual Depr added back to Net Inc/(Loss)	382,000	392,505	404,280	416,914	430,464	2,026,163
Cash Flow Effect of Special Transfer						
FYE Est Unrestricted Pooled Cash Bal Before Special Transfer(s)*	\$ 6,778,450	\$ 5,464,056	\$ 6,764,107	\$ 8,123,555	\$ 11,062,097	\$ 14,479,325
Special transfer to General Fund	(2,075,000)	-	-	-	-	(2,075,000)
Special transfer to Capital Projects Fund *	(363,778)	-	-	-	-	(363,778)
Special transfer to Debt Service Fund *	(978,450)	-	-	-	-	(978,450)
FYE Est Unrestricted Pooled Cash Balance After Special Transfer(s)	<u>\$ 3,361,222</u>	<u>\$ 5,464,056</u>	<u>\$ 6,764,107</u>	<u>\$ 8,123,555</u>	<u>\$ 11,062,097</u>	<u>\$ 11,062,097</u>

* FY 2016 special transfers previously included on prior pro forma.

Pro Forma Assumptions:

Years two -five cash balance equals prior year balance plus total Income(Loss) for the year excluding depreciation values.

Capital Projects and associated funding sources were taken from the 2014-2020 Capital Improvement Plan (CIP).

Debt Service costs were taken from City-generated debt service schedules (DSS)

* Estimated 9/30/2016 cash balance

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%



AGENDA MEMORANDUM

Item No: 5.C.4.
Meeting Date: August 22, 2016
From: J. Andi Purvis, City Clerk
Subject: Lake Sumter MPO-CAC Appointment for City of Leesburg Representative

Staff Recommendation:

Staff recommends the City Commission appoint Mrs. Valerie Lyn Diaz as the City of Leesburg's representative to the Lake Sumter Metropolitan Planning Organization – Citizen Advisory Committee.

Analysis:

The City of Leesburg's representative position on the Lake Sumter MPO – Citizen Advisory Committee has been vacant for several years. The position has been advertised in the Daily Commercial. Mrs. Diaz's application was the only one received in response to the advertisement.

Options:

1. Appoint Mrs. Valerie Lyn Diaz to the Lake Sumter MPO – CAC as presented, or
2. Such alternative action as the Commission may deem appropriate

Fiscal Impact:

None

Submission Date and Time: 8/18/2016 9:05 AM

Department: _____ Prepared by: _____ Attachments: Yes___ No___ Advertised: ___Not Required___ Dates: _____ Attorney Review : Yes___ No___ _____ Revised 6/10/04	Reviewed by: Dept. Head _____ Finance Dept. _____ Deputy C.M. _____ Submitted by: _____ City Manager _____	Account No. _____ Project No. _____ WF No. _____ Budget _____ Available _____
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RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA APPOINTING VALERIE LYN DIAZ TO THE LAKE SUMTER METROPOLITAN PLANNING ORGANIZATION'S CITIZEN ADVISORY COMMITTEE AS THE CITY OF LEESBURG'S REPRESENTATIVE TO SERVE 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 to the Lake Sumter Metropolitan Planning Organization's Citizen Advisory Committee;

THAT the City Commission hereby appoints Valerie Lyn Diaz as its representative to the Lake Sumter Metropolitan Planning Organization – Citizen Advisory Committee for a two-year 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 22nd day of August 2016.

Mayor

ATTEST:

City Clerk

Victoria Lyn Diaz
492 Stehle Road
Leesburg, Fl 34748

August 10, 2016

Ref: Lake Sumter Metropolitan Planning Organization Citizen Advisory Committee

Dear J. Andi Purvis:

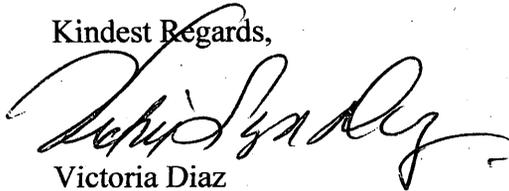
I herewith enclose my application for appointment to the aforementioned position. I am a licensed Community Association Manager, Licensed Real Estate Broker and a Notary. I also sat on a Board of Directors, as treasurer, of a Colorado Resort in Breckenridge Colorado for a period of 10 years.

A year ago I retired, after owning and growing a successful Real Estate Property Management company, World of Homes. At the time of retirement World of Homes had grown to a management company that oversaw a colossal number of properties that exceed 10,000 homes and condos.

Its been a bit over a year since I retired and as such I am ready to begin to give back to our community. With that being said I hope that you will consider my application.

Thank you in advance for your consideration.

Kindest Regards,



Victoria Diaz



City of Leesburg Appointed Boards & Commission Application

Date:	8-10-16	Name:	Victoria Lyn DIAZ		
Mailing Address:	492 Stehle Road Leesburg FL 34748				
Home Address:	SAME				
Home Telephone Number	407 232-4777				
Business Name & Type	N/A Retired				
Business Address:					
Business Telephone Number:					
Position	FORMER President and owner of WORLD OF Homes				
Education, Training Or Experience Related To The Activities Of The Advisory Body To Which Appointment Is Sought:	Lake Sumter Metropolitan planning organization citizen advisory committee				
Professional Organizations/Membership:	Licensed Community Association Manager, Licensed RE BROKER				
Have You Served On A City Board Or Committee In The Past?	Yes	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			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



Budget Workshops Recap

Fiscal Year 2016-17



Civic Funding for FY 16-17



Same as Last Year (funded out of the Gas Fund):

• Leesburg Partnership*	\$14,065
• Leesburg Art Festival	\$10,670
• Boys & Girls Club**	\$ 7,500
• Leesburg Area Chamber of Commerce	\$ 5,000
• Community Development Corporation	\$ 3,880
• Melon Patch Player Community Theater	\$ 3,000
• Leesburg High School Band***	<u>\$ 1,455</u>
Total	\$45,570

* Leesburg Partnership request proposal

** Boys & Girls Club pending confirmation of financial status

*** Leesburg High School Band will be required to March in parades and check will not be cut until March after parade obligations are met

Personnel Changes



- Clerical Assistant Position (3) changed paygrade from 111 to 112 total General Fund impact \$1,456
- Maintenance Worker I Position (24) changed paygrade from 111 to 112 total impact \$12,641 (General Fund impact \$8,687)
- Library Page Position (3) changed paygrade from 105 to 112 total General Fund impact \$5,918
- Library Assistant Position (12) changed paygrade from 109 to 112 total General Fund impact \$6,768
- Increased City Clerk Salary to \$65,000 total impact \$5,731 (General Fund impact \$1,432)
- Combined HR Director and Assistant HR Director for total savings of \$126,654 (General Fund decrease \$81,058)

Other Changes



- Capital Projects Fund- Removed 13th Street Parking lot \$150,000
-GLCRA \$45,000 & General Fund \$105,000
- Hwy 441/27 CRA added \$50,000 Landscape/Façade Grant
- General Fund added \$25,000 for Christmas Lights
- General Fund added \$25,000 for Splash Pad revenue
- Recreation is working on a plan for the Gym to stay open on weekends
- \$395,374 of reserves is available in the General Fund for VG Phase I improvements (i.e. Splash Pad/Pavillion)

Marina Rent Changes



- DRAFT budget included 5% non-commercial, 20% commercial increase for wet and dry slips, increased trailer storage by \$1= \$14,680
- Final draft proposing 15% non-commercial, 25% commercial increase for wet and dry slips, increase trailer storage by \$5=\$32,420
- Adjust slip rates at time of contract renewals

Non Commercial

Current Wet Slip \$5.50 per foot

Proposed Wet Slip \$6.33 per foot

Current Dry Slip \$6.05 per foot

Proposed Dry Slip \$6.96 per foot

Current Trailer Storage \$20.00

Proposed Trailer Storage \$25.00

Commercial

Current Wet Slip \$5.50 per foot

Proposed Wet Slip \$6.96 per foot

Current Dry Slip \$6.05 per foot

Proposed Dry Slip \$7.65 per foot

Comparison Marina Rent



<u>Marina</u>	<u>Wet/ ft</u>	<u>Dry/ ft</u>	<u>Trailer</u>
Fisherman's Cove (Tavares)	\$4.25	\$6.50	\$35
Tavares Land & Sea (Tavares)	\$4.50		
Banana Cove (Tavares)	\$5.00	\$4.50	
Venetian Gardens (Leesburg) Non- Commercial*	\$6.33	\$6.96	\$25
Mount Dora Marina (Mount Dora)	\$6.65	\$7.35	\$20
Venetian Gardens (Leesburg) Commercial*	\$6.96	\$7.65	\$25
*Proposed rates for FY 16-17			



Questions???





AGENDA MEMORANDUM

Item No: 6B.
Meeting Date: August 22, 2016
From: Al Minner, City Manager
Subject: Sea Plane Ramp Authorization

Staff Recommendation:

Staff recommends that the Commission make a motion to:

1. Approve the Seaplane Construction Capital Project
2. Set-Up a \$504,079 loan to the Airport from the Wastewater Utility Fund
3. Utilize CR 470 property for mitigation savings

Analysis:

The Airport Fund is now in a position to make a final commitment to the seaplane ramp project. Attached to this transmittal is a copy of the presentation that will be made to the Commission in order to support the staff recommendation to move forward with the capital project.

This capital project was created with the vision that the airport can be utilized as an economic development/job creation center by improving airport facilities. To that extent, Wipaire was enticed to located to Leesburg through the incentive of offering a seaplane ramp to encourage the creation of 50 jobs.

Submission Date and Time: 8/18/2016 9:05 AM

Department: _____ Prepared by: _____ Attachments: Yes___ No ___ Advertised: ___ Not Required ___ Dates: _____ Attorney Review : Yes___ No ___ _____ Revised 6/10/04	Reviewed by: Dept. Head _____ Finance Dept. _____ Deputy C.M. _____ Submitted by: _____ City Manager _____	Account No. _____ Project No. _____ WF No. _____ Budget _____ Available _____
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Leesburg International Airport
Seaplane Ramp Update
Monday, August 22, 2016

Recap of Commission Direction



On December 14, 2015, staff presented the 15% design plans and cost estimate for the Seaplane Ramp project. Unanimously, the Commission voted for staff to move forward with an option that entailed construction of the taxiway extension and seaplane ramp, assuming FDOT participation at 50% of eligible, on-property costs. The necessary loan to complete the project was in the amount of \$654,781

Purpose of Presentation



This presentation will update the Commission on project details at the 90% design stage milestone, and confirm Commission's continued vision to move forward under current circumstances.

This PowerPoint will focus on the 90% cost estimate, available funds, grant scenarios, and the anticipated loan necessary to achieve project completion.

90% Project Submittal



1. Seaplane Construction cost estimate and available funds
2. Floating Dock additive bid item
3. Mitigation alternatives
 - Ø Purchase mitigation bank credits
 - Ø Utilize City owned CR 470 property
4. Timeline for completion of project

Cost Estimate and Available Funds



Taxilane & Ramp base bld	2,049,100
Mobilization, etc.	227,000
Mitigation	<u>406,300</u>
TOTAL PROJECT ESTIMATE	2,682,400
FDOT Actual SJPA funds	459,374
County participation	125,000
FDOT Potential additional funding	393,947
Airport Cash as of Period 6 close	<u>1,200,000</u>
TOTAL PROJECT FUNDS AVAILABLE	2,178,321
Shortfall / Loan Amount	504,079

Floating Dock



The floating dock will be bid as a design-build additive.

If Commission opts to incorporate the dock, on-property costs would be eligible for FDOT funding.

FDOT will execute SJPA #3 after construction bids have been reviewed.

Mitigation Alternatives



An airport off-site wetland mitigation area, located on the City-owned CR 470 property, can be used in lieu of purchasing certain mitigation credits. The property is not suitable to develop and its possible use for this project reduces mitigation costs by nearly 33%. The savings are reflected in the previous cost estimate.

If Commission opts to use this property, it entails surveying, engineering, and field analysis; however, those costs are calculated within the overall savings.

Project Timeline



The additional site work related to the CR 470 mitigation option, will prolong the permitting process with Saint Johns River Water Management District.

Project completion date anticipated: March 2018.

Staff Recommendation



Make a motion:

1. Approve the Seaplane Construction Capital Project
2. Utilize CR 470 property for mitigation savings
3. Set-up a loan to Airport from the Wastewater utility

Coming soon; if motion carries:

1. AVCON task order #4 under continuing services agreement; CR 470 site work
2. Amendment to Wipaire, Inc. lease; extending deadline of commitments
3. FDOT SJPA #3; Grant amendment to add supplemental funds

*up to a total of 50% contribution of the on-property costs

The End, Thank you



Questions?

REFERENCE
On – Off Property Breakdown



	ON	OFF	TOTAL
Taxilane & Ramp Base Bid	1,205,960	843,140	2,049,100
Mobilization, etc.	133,596	93,404	227,000
Mitigation	367,085	39,215	406,300
TOTAL PROJECT ESTIMATE	1,706,641	975,759	2,682,400
FDOT Actual SJPA funds	459,374		
County participation	125,000		
FDOT Potential additional funding	393,947		
Airport Cash as of Period 6	1,200,000		
TOTAL PROJECT FUNDS AVAILABLE	2,178,321		2,178,321
Shortfall / Loan Amount			507,079



AGENDA MEMORANDUM

Item No: 6.B.1.
Meeting Date: August 22, 2016
From: Tracey Dean, Airport Manager
Subject: Task Order #4, AVCON, Inc. for establishment of an off-site wetland mitigation area for the Seaplane Ramp project

Staff Recommendation:

Staff recommends approval and execution of AVCON, Inc. Task Order #4.

Analysis:

A substantial cost of the seaplane ramp project, pertains to mitigation. Together, consultants and staff determined that a portion of the city owned CR 407 property, which is unsuitable for development, may be utilized as an off-site wetland mitigation area. By utilizing this land, the City's mitigation credit(s) purchase requirement is greatly reduced. This will result in approximately 33% cost savings.

AVCON's current scope of work for mitigation included preparation of documents necessary for the purchase of mitigation credits. The recommended option, to utilize the CR 470 property, requires this new scope of work.

Options:

1. Approve and execute AVCON, Inc. Task Order #4, or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

Airport cash is sufficient to complete Task Order #4 in the amount of \$107,221.00.

Submission Date and Time: 8/18/2016 9:05 AM

Department: <u>Airport</u> Prepared by: <u>Tracey Dean</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	Reviewed by: Dept. Head _____ Finance Dept. _____ Deputy C.M. _____ Submitted by: _____ City Manager _____	Account No. <u>048-8099-542-3130</u> Project No. <u>480003</u> WF No. <u>909011</u> Budget <u>107,221.00</u> 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 TASK ORDER 4, WITH AVCON, INC. UNDER THE CONTINUING SERVICES AGREEMENT, FOR DEVELOPMENT OF AN OFF-SITE MITIGATION AREA ON CITY OWNED PROPERTY, FOR THE PURPOSES OF OFFSETTING THE IMPACTS ASSOCIATED WITH THE CONSTRUCTION OF THE SEAPLANE RAMP AND TAXIWAY EXTENSION; 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 AVCON, Inc., whose address is 5555 E. Michigan St. Suite 200, Orlando, FL 32822.

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 22nd day of August 2016.

JAY HURLEY, Mayor

ATTEST:

J. ANDI PURVIS, City Clerk

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

THIS TASK ORDER is made as of the 22nd 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 **AVCON, INC.** whose address is 5555 E. Michigan Street, Suite 200, Orlando, FL32822 (hereinafter referred to as the "PROFESSIONAL" or "TEAM").

WITNESSTH:

WHEREAS, on July 14, 2014, the CITY and PROFESSIONAL entered into an Agreement for Professional Engineering Services for Airport Planning and Engineering Projects 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 **\$107,221.00**.

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 Avcon, Inc. proposal dated August 16, 2016 (Attachment "A") for the

**LEESBURG INTERNATIONAL AIRPORT
OFF-SITE WETLAND MITIGATION**

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 to the Task Order.

AVCON, INC.

THE CITY OF LEESBURG, FLORIDA

By: _____

By: _____

Mayor

Printed: _____

Its: _____

Attest: _____

(Title)

City Clerk

ATTACHMENT "A"
Task Order 4
Scope of Services

**PROFESSIONAL ENGINEERING SERVICES
FOR THE
OFF-SITE WETLAND MITIGATION ASSOCIATED WITH
THE SEAPLANE RAMP PROJECT
AT THE
LEESBURG INTERNATIONAL AIRPORT**

**ATTACHMENT A
SCOPE OF SERVICES
LEESBURG INTERNATIONAL AIRPORT
OFF-SITE WETLAND MITIGATION**

I. PROJECT DESCRIPTION

The seaplane ramp at LEE will impact approximately four acres of wetlands. In order to receive a permit from the St. Johns River Water Management District (SJRWMD), wetland mitigation must be provided to offset the impacts to this natural resource. This scope of services includes the establishment of an off-site wetland mitigation area (project area) to offset the proposed wetland impacts resulting from the construction of the new Seaplane Ramp project at LEE. The project area is owned by the City of Leesburg in Lake County, Florida and it is approximately 616 acres in size. Included herein is the scope of services prepared to conduct this work.

II. OVERVIEW OF PROFESSIONAL SERVICES

In general, professional services to be performed under this assignment include:

- Project Initiation/Coordination and Kick-Off/Pre-Design Meeting
- Project Engineering and Preliminary Investigations
- Coordination and Analysis of Available Survey Data
- Research Previous Permits (ARFF)
- Prepare Maps for Field Analysis
- Prepare Estimate of Mitigation Costs
- Co-ordination with the City of Leesburg, FAA, FDOT, FDEP, Army Corp of Engineers (ACOE), and the St. Johns River Water Management District.
- Field Evaluation and Analysis
- Wetland Mitigation Plan
- Agency Coordination Meetings
- Boundary & Specific Purpose Survey and Sketch & Description
- Prepare Final Permit Documents
- Prepare Agenda and Attend Final Coordination Meeting
- Prepare Final Cost Estimate
- Final Report Delivery and Presentation

III. PHASE 1 -PROJECT INITIATION

Project Initiation/Coordination and Kick-Off/Pre-Design Meeting

AVCON will meet with the Airport to determine the objectives of the project, review the mitigation site parameters and determine the goals of the project.

Project Engineering and Preliminary Investigations

AVCON will review the information provided by the city for the subject property. This includes research and review of the permit documents and calculations for the previously permitted projects on the mitigation site.

Coordination and Analysis of Available Survey Data

The city will provide AVCON with the survey drawings for the subject site. AVCON will review the topography and prepare a CAD base file to use in the mitigation plan.

Research Previous Permits (ARFF)

It is anticipated that the proposed mitigation site will be located adjacent to the site used for the recent ARFF project. Information available from that project will be used in discussions with the Airport to determine the project goals.

Prepare Maps for Field Analysis

AVCON will develop a map from the information available. This includes aerial photos, CAD files and Lake County property records.

Prepare Estimate of Mitigation Costs and Project Schedule

AVCON will prepare a detailed cost estimate of the anticipated mitigation costs. AVCON will also develop a project timeline for the completion of the project.

IV. PHASE 2 - FIELD WORK AND MITIGATION PLAN

Phase 2 will be completed by AVCON and their subconsultant, DRMP, (herein after referred to as TEAM). The project TEAM, shall perform the following services:

Task A: Field Evaluation and Analysis

Jurisdictional Wetland Delineation

A wetland delineation will be conducted by determining the approximate extent and configuration of any areas expected to fall within the regulatory jurisdictions of the SJRWMD and the U.S. Army Corps of Engineers (USACE). The wetlands will be delineated in accordance with the Federal and State guidelines (Corps 1987 Wetland Delineation Manual and FAC Rule 62-340, respectively). The wetland line will be flagged for the survey crew to locate for incorporation into the wetland mitigation design plans. During the wetland delineation, the wetlands will be evaluated using Uniform Mitigation Assessment Method (UMAM) to determine the functional value of the wetlands within the project area.

The TEAM will coordinate with SJRWMD to review the wetland boundary and assess wetlands within the project area. The TEAM will conduct one (1) field review with the SJRWMD to verify the wetland boundary within the project area.

General Wildlife Surveys

General wildlife surveys will be conducted to determine the potential utilization of the project area by state or federally protected species. Pedestrian transects will be conducted through

appropriate habitat within the project area and visually scanned for evidence of protected species as well as general wildlife. Evidence of protected species such as scat, tracks, burrows, dens, scratchings, etc. will be documented and located by a sub-meter accuracy Global Positioning System (GPS). Since the project area is a proposed mitigation site, no impacts to protected species are anticipated; therefore, no species-specific surveys or permitting will be required for the project area.

Assumptions

No species-specific surveys or permitting are anticipated and are not included as part of this scope of services.

Task B: Wetland Mitigation Plan

The TEAM will develop a Wetland Mitigation Plan (Plan) for the project area based on the information gathered during the field evaluation and analysis. The Plan will document the existing conditions, such as soils, hydrological conditions, habitat types, wildlife utilization and wetland assessments. The Plan will describe the types of mitigation proposed such as wetland preservation/enhancement and/or upland preservation/enhancement. The Plan will also describe the proposed planting, maintenance and monitoring, and the ecological significance of the project area. The TEAM will provide a draft copy of the Plan to the Client for review. The TEAM will address all comments received from the Client prior to submitting a final Plan to the SJRWMD for approval. The TEAM will respond to one (1) requests for additional information (RAIs) for the Plan. The TEAM will provide a draft copy of the RAI responses to the Client for review. The TEAM will address all comments from the Client, prior to the submitting the RAI responses to the SJRWMD.

Assumption(s)

- This scope does not include conducting the wetland monitoring, maintenance, planting or the purchase of plant material. The scope of these tasks will not be identified until the permit is finalized.
- The TEAM will address all comments from the Client within fifteen (15) days from the receipt of comments.
- The TEAM will address all RAI comments from the Client within seven (7) days from the receipt of comments from the Client.

Deliverable(s)

- The TEAM will provide a Draft Wetland Mitigation Plan to the Client electronically.
- The TEAM will provide a Final Wetland Mitigation Plan to the Client electronically.

TASK C: Agency Coordination and Meetings

The TEAM will coordinate with the SJRWMD to obtain approval of the Plan for the off-site wetland mitigation area so that the permit application for the seaplane ramp will be approved by the SJRWMD. The TEAM will attend to one (1) pre-application meeting with the SJRWMD to develop a mitigation plan that will meet the requirements of both regulatory

agencies.

The TEAM has coordinated with the SJRWMD regarding the project area for wetland mitigation. SJRWMD stated that the project area would require a Sovereign Submerged Lands (SSL) determination from the Florida Department of Environmental Protection (FDEP). The TEAM will develop a SSL determination package for project area and will provide a draft SSL determination package to the Client for review. The TEAM will address all comments from the Client and submit the final SSL determination package to FDEP.

In order for the site to be used for wetland mitigation, the project area must be placed under a Conservation Easement in accordance with FAC 62-330. The TEAM will assist with the development the conservation easement (CE) and coordinate with SJRWMD and the Client throughout the CE process.

Task D: Boundary & Specific Purpose Survey and Sketch & Description

The TEAM will provide a Boundary & Specific Purpose Survey of City of Leesburg owned properties in Section 8, Township 20 South, Range 24 East, in Lake County, Florida. The TEAM will survey the Boundary lines and monumentation defining the parcels as requested, and will locate wetlands as marked in the field by The TEAM Environmental Scientists. The resulting map of Specific Purpose Survey will depict the wetland lines and flags delineated in relation to the Boundary lines. No other physical improvements or features will be located and mapped on the Boundary & Specific Purpose Survey other than boundary monumentation and wetland lines.

Following preparation of the Boundary and Specific Purpose Survey, The TEAM will prepare a legal description and sketch of description, as directed by the City, describing the areas to be set aside as a Conservation Easement.

The Boundary & Specific Purpose Survey and Conservation Easement Sketch and Description will be prepared in accordance with the State of Florida Minimum Technical Standards, as set forth by the Board of Professional Surveyors and Mappers, Chapter 5J-17, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

Additional Services (Not Part of this contract)

If the Client desires to change or expand upon these services, an additional fee may be negotiated. This re-negotiation shall be accomplished prior to further work on the project. Re-negotiation may be required for any of the following reasons:

- Additional coordination, RAls, or meetings beyond those identified in previous tasks;
- Protected species permitting, if necessary;
- USACE coordination and meetings;
- Implementation of the Wetland Mitigation Plan, which includes wetland monitoring, maintenance, agency coordination, monitoring reports, planting and purchase of plant material.

V. PHASE 3 FINAL PACKAGE PREPARATION

Prepare Final Permit Documents

This task includes preparing the final permit document for the Mitigation site and delivering to the Airport for final authorization.

Prepare Agenda and Attend Final Coordination Meeting

AVCON will attend a final coordination meeting at the conclusion of the project. This meeting will outline the steps forward for the Seaplane Ramp Project.

Prepare Final Cost Estimate

AVCON shall develop a detailed cost estimate for any planting or site improvements that will be required as a condition of the mitigation site approval. The estimate will also include the costs for monitoring and maintenance of the site if required.

Final Report Delivery and Presentation

This task includes packaging each of the items listed above in one single deliverable. All reports surveys and permits will be packaged in one bound copy. AVCON shall present the project to the Airport upon receipt of the final permits.



**ATTACHMENT B
BREAKDOWN OF FEES**

AVCON, INC.
LEESBURG INTERNATIONAL AIRPORT
OFF-SITE WETLAND MITIGATION
August 16, 2016

AVCON Position: Rate (\$/Hour)	Principal \$ 215 \$/HR		Project Manager \$ 160 \$/HR		Senior Engineer \$ 150 \$/HR		Engineer \$ 99 \$/HR		CAD Technician \$ 70 \$/HR		Clerical \$ 67 \$/HR		Total		
	hr	Cost	hr	Cost	hr	Cost	hr	Cost	hr	Cost	hr	Cost	hr	Cost	Avg. Hourly Rate
PHASE 1 - PROJECT INITIATION															
Project Initiation/Coordination and Kick-Off/Pre-Design Meeting	8	\$ 1,720	8	\$ 1,200	0	\$ -	0	\$ -	0	\$ -	2	\$ 134	10	\$ 1,334	\$ 133
Project Engineering and Preliminary Investigations	8	\$ 1,720	8	\$ 1,200	0	\$ -	0	\$ -	0	\$ -	2	\$ 134	10	\$ 1,334	\$ 133
Coordination and Analysis of Available Survey Data	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	\$ 150
Research Previous Permits (ARFF)	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	\$ 133
Prepare Maps for Field Analysis	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	\$ 133
Prepare Estimate of Mitigation Costs and Project Schedule	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	\$ 150
SUBTOTAL PHASE 1 - PROJECT INITIATION	0	\$ -	48	\$ 7,200	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	\$ 138
PHASE 2 - FIELD WORK AND MITIGATION PLAN															
Coordination With the Airport and City of Leesburg	0	\$ -	12	\$ 1,800	0	\$ -	0	\$ -	0	\$ -	2	\$ 134	14	\$ 1,934	\$ 138
Project Scope Document	0	\$ -	12	\$ 1,800	0	\$ -	0	\$ -	0	\$ -	2	\$ 134	14	\$ 1,934	\$ 138
Benchmark Submittals	0	\$ -	16	\$ 2,400	0	\$ -	0	\$ -	0	\$ -	8	\$ 536	24	\$ 2,936	\$ 122
Project Update Meetings	0	\$ -	12	\$ 1,800	0	\$ -	0	\$ -	0	\$ -	2	\$ 134	14	\$ 1,934	\$ 138
Field Evaluation and Analysis	0	\$ -	16	\$ 2,400	0	\$ -	0	\$ -	0	\$ -	2	\$ 134	18	\$ 2,534	\$ 141
Wetland Mitigation Plan	0	\$ -	16	\$ 2,400	0	\$ -	0	\$ -	0	\$ -	2	\$ 134	18	\$ 2,534	\$ 141
Agency Coordination Meetings	0	\$ -	16	\$ 2,400	0	\$ -	0	\$ -	0	\$ -	2	\$ 134	18	\$ 2,534	\$ 141
Boundary & Specific Propose Survey and Sketch & Description	0	\$ -	16	\$ 2,400	0	\$ -	0	\$ -	0	\$ -	2	\$ 134	18	\$ 2,534	\$ 141
Quality Review and Validation	4	\$ 860	4	\$ 600	0	\$ -	0	\$ -	0	\$ -	2	\$ 134	10	\$ 1,594	\$ 159
SUBTOTAL PHASE 2 - FIELD WORK AND MITIGATION PLAN	4	\$ 860	120	\$ 18,000	0	\$ -	0	\$ -	0	\$ -	24	\$ 1,608	148	\$ 20,468	\$ 138
PHASE 3 - FINAL PACKAGE PREPARATION															
Prepare Final Permit Documents	0	\$ -	10	\$ 1,500	0	\$ -	0	\$ -	0	\$ -	4	\$ 268	14	\$ 1,768	\$ 126
Prepare Agenda and Attend Final Coordination Meeting	0	\$ -	10	\$ 1,500	0	\$ -	0	\$ -	0	\$ -	4	\$ 268	14	\$ 1,768	\$ 126
Prepare Final Cost Estimate	0	\$ -	10	\$ 1,500	0	\$ -	0	\$ -	0	\$ -	4	\$ 268	14	\$ 1,768	\$ 126
Final Report Delivery and Presentation	0	\$ -	10	\$ 1,500	0	\$ -	0	\$ -	0	\$ -	4	\$ 268	14	\$ 1,768	\$ 126
SUBTOTAL PHASE 3 - FINAL PACKAGE PREPARATION	0	\$ -	40	\$ 6,000	0	\$ -	0	\$ -	0	\$ -	16	\$ 1,072	56	\$ 7,072	\$ 126
Total AVCON LABOR	4	\$ 860	208	\$ 31,200	0	\$ -	0	\$ -	0	\$ -	48	\$ 3,216	260	\$ 35,276	\$ 136

AVCON SUMMARY	
PHASE 1 - PROJECT INITIATION	\$ 7,736
PHASE 2 - FIELD WORK AND MITIGATION PLAN	\$ 20,468
PHASE 3 - FINAL PACKAGE PREPARATION	\$ 7,072
AVCON EXPENSES (PRINTING AND SUPPLIES)	\$ 1,800
AVCON TOTAL	\$ 37,076.00

SUBCONSULTANTS (DRMP)	
FIELD EVALUATION AND ANALYSIS	\$ 18,240
WETLAND MITIGATION PLAN	\$ 16,500
AGENCY COORDINATION AND MEETINGS	\$ 4,620
BOUNDARY & SPECIFIC PROPOSE SURVEY AND SKETCH & DESCRIPTION	\$ 29,550
SUBCONSULTANT MATERIALS AND EXPENSES	\$ 1,235
SUBCONSULTANT TOTAL	\$ 70,145.00

TOTAL PROJECT COMPENSATION (Lump Sum)

\$107,221.00

ATTACHMENT C - MITIGATION SITE MAP



CR 470 Off-site Wetland Mitigation Site

Seaplane Ramp at Leesburg International Airport

Lake County, Florida





AGENDA MEMORANDUM

Item No: 6C.
Meeting Date: August 22, 2016
From: Al Minner, City Manager
Subject: Splash Pad Final Design Consideration

Staff Recommendation:

The Commission is receiving two recommendations on this project. The Splash Pad Committee has recommended option #2, with the City Manager recommending option #3. See attached presentation.

Analysis:

Upon adopting a splash pad alternative, construction can commence allowing opening to be Spring 2017. Additional funds for each overage are available via the rollover of Ski Beach restroom allocation in FY 16 (\$150,000) and new capital project monies in FY 17 (\$385,000).

Submission Date and Time: 8/18/2016 9:05 AM

Department: _____ Prepared by: _____ Attachments: Yes___ No ___ Advertised: _____ Not Required _____ Dates: _____ Attorney Review : Yes___ No ___ _____ Revised 6/10/04	Reviewed by: Dept. Head _____ Finance Dept. _____ Deputy C.M. _____ Submitted by: City Manager _____	Account No. _____ Project No. _____ WF No. _____ Budget _____ Available _____
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Venetian Gardens – Splash Pad Option

VG Phase I – Splash Pad

Budget Allocation Remaining \$305,000



Purpose:

1. To select a splash pad option
2. Provide approval to commence construction
3. To make a financial allocation for additional cost

Option #1

Budget Estimate - \$370,000

Budget Variance - \$65,000



VENETIAN GARDENS, LEESBURG, FL_OPTION 5_Day

Visual representations, illustrations, photographs, art renderings, and other graphic representations and references are intended to portray only artistic impressions of the design and cannot be regarded as representation of fact.

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Local regulations may require the use of safety surfacing in and around certain features. These regulations may vary from region to region and we recommend each park owner to satisfy this need independently.

Option #2

Budget Estimate - \$430,000

Budget Variance - \$125,000



VENETIAN GARDENS, LEESBURG, FL

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All graphics and visual representations are the artist's impressions of the design and cannot be regarded as representation of fact. Local regulations may require the use of impact attenuating surfaces for some installations—check local codes prior to final design and installation.

Option #3

Budget Estimate - \$575,000

Budget Variance - \$270,000



Recommendation



Splash Pad Committee – Option #2

City Manager – Option #3

Funds available from Ski Beach roll-over (\$150,000 and unallocated FY 17 Capital Funds (\$380,000)



AGENDA MEMORANDUM

Item No: 6D.
Meeting Date: August 22, 2016
From: Al Minner, City Manager
Subject: Leesburg Partnership Funding Proposal

Staff Recommendation:

Staff recommends that the City change funding parameters for the Leesburg Partnership by:

1. Not providing the Partnership a Civic Grant in the amount of \$14,065
2. Not Charging for Services for Bike Fest and Mardi Gras Support

Analysis:

The Executive Board of the Leesburg Partnership has requested that the City Commission change the funding composition of the organization in order to help their cash flow. For the past several years, the Partnership and the City have worked together to provide the community with quality programming which benefits the business community and quality of life aspects for the City.

In an effort to assist the organization, a modification in previous support can be made to help Partnership cash flow in the amount of \$24,645 with modest financial impact to the City. Should the above recommendation be made, Civic Funding expenses will be reduced for the gas fund. For the general fund, there will be an impact of reducing miscellaneous revenues by approximately \$38,000, however, this amount is relatively minor and can be absorbed with funds being realized in FY 17.

Submission Date and Time: 8/18/2016 9:06 AM

Department: _____ Prepared by: _____ Attachments: Yes___ No___ Advertised: ___Not Required___ Dates: _____ Attorney Review : Yes___ No___ _____ Revised 6/10/04	Reviewed by: Dept. Head _____ Finance Dept. _____ Deputy C.M. _____ Submitted by: City Manager _____	Account No. _____ Project No. _____ WF No. _____ Budget _____ Available _____
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AGENDA MEMORANDUM

Item No: 6E.
Meeting Date: August 22, 2016
From: Al Minner, City Manager
Subject: Ordinance amending section 15-9 of the Code of Ordinances pertaining to restricted areas on certain waterways within the City

Recommendation:

This recommendation is being brought before the Commission for discussion per the request of Mayor Jay Hurley.

Options:

1. Approve Ordinance as written, or
2. Such alternative action as the Commission may deem appropriate

Submission Date and Time: 8/18/2016 9:06 AM

Department: _____ Prepared by: _____ Attachments: Yes___ No___ Advertised: ___Not Required___ Dates: _____ Attorney Review : Yes___ No___ Revised 6/10/04	Reviewed by: Dept. Head _____ Finance Dept. _____ Deputy C.M. _____ Submitted by: City Manager _____	Account No. _____ Project No. _____ WF No. _____ Budget _____ Available _____
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ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, AMENDING §15 - 9 OF THE CODE OF ORDINANCES PERTAINING TO RESTRICTED AREAS ON CERTAIN WATERWAYS WITHIN THE CITY, TO ALTER THE DESCRIPTION OF THE RESTRICTED AREA WITHIN THE VENETIAN GARDENS COVE AND REDUCE THE SIZE OF THE NO WAKE ZONE IN THAT AREA; ADDING A SUBSECTION TO §15 - 9 TO DELEGATE TO THE LAKE COUNTY SHERIFF THE AUTHORITY, CONCURRENT WITH THE LEESBURG POLICE DEPARTMENT, TO ENFORCE §15 - 9; REPEALING CONFLICTING ORDINANCES; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Chapter 166, Florida Statutes, the City Commission of Leesburg, Florida has the home rule power to adopt ordinances necessary for the protection of the health, safety and welfare of its citizens; and

WHEREAS, pursuant to §327.46, Fla. Stat., the City Commission has the power to adopt ordinances necessary to establish certain enumerated boating restrictions on waterways within its boundaries; and

WHEREAS, the City Commission finds that vessel speeds and wake should be restricted within the boundaries permitted per Section 327.46, Florida Statutes, from a municipally owned public boat ramp and fuel dispenser open to the general boating public to protect the health, safety and welfare of the citizens of Leesburg, Florida; and

WHEREAS, the City Commission desires to protect the health, safety and welfare of the public and maintain a high quality of life for the citizens of Leesburg, Florida,

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

SECTION I.

§15 - 9 of the Code of Ordinances of the City of Leesburg, Florida, is hereby amended as indicated below:

Sec. 15-9. - Restricted areas on certain waters within the city.

(a) Restricted areas designated. The following waterways within the corporate limits of the City of Leesburg are "restricted areas":

- (1) That area of Venetian Gardens Cove ~~from the entrance of same at Monkey Island on Big Lake Harris northward;~~ described below:

Beginning at a point on the easterly shoreline of Venetian Gardens Cove, said point having a coordinate of 28° 48.13686' North Latitude and -81° 52.22301' West Longitude, WGS 84 DATUM; thence run westerly to a point having a coordinate of 28° 48.12541' North Latitude and -81° 52.30711' West Longitude, WGS 84 DATUM; thence, run northwesterly to a point having a coordinate of 28° 48.28488' North Latitude and 81° 52.44563' West Longitude, WGS 84 DATUM, and also being on the northerly shoreline of Venetian Gardens Cove located on Big Lake Harris; thence, meandering along said shoreline northeasterly and southeasterly to the point of beginning.

- (2) That portion of the 9th Street Canal beginning at its entrance on Big Lake Harris at 28°47'34" North Latitude 81°52'50" West Longitude;
- (3) That portion of the Herlong Park Canal on Lake Griffin extending from the launch ramp northward to 28°48'54" North Latitude 81°52'07" West Longitude.

(b) Definitions.

- (1) **Restricted areas** are areas on waterways where the speed of vessels is limited to "slow down/minimum wake" or "idle speed/no wake."
- (2) **Wake** means visible track of turbulence and consequent lateral waves left by passage of a vessel through water.
- (3) **No wake** means that vessel speed which is the minimum required to maintain headway and does not produce a wake.
- (4) **Minimum wake** means that a vessel is operated at such a speed that the track of turbulence and lateral waves produced by the passage of the vessel through the water is of the lowest height possible above the surface of the water.
- (5) **Vessel wake** is the movement of waves created by the motion of the vessel. It is the track or path that the vessel leaves behind it.

(c) Civil penalty. Violation of the restrictions imposed by this section are non-criminal infractions. The civil penalty for any such infraction is thirty-five dollars (\$35.00). Any person cited for a violation shall be cited to appear ~~before county court~~ the Special Magistrate of the City of Leesburg in a Code Enforcement proceeding.

Authority is granted to the Leesburg Police Department, and the Sheriff of Lake County, to enforce this Ordinance and to issue citations for violations.

(d) Restrictions applicable to 9th Street Canal restricted waterway area. The following restrictions shall apply to the 9th Street Canal restricted waterway area:

Beginning at 28°48'08" North Latitude and 81°28'42" West Longitude the speed of vessels proceeding in any direction shall be restricted to "idle speed/no wake."

Beginning at 28°47'59" North Latitude and 81°53'01" West Longitude the speed of vessels proceeding in any direction shall be restricted to "idle speed/no wake."

Beginning at 28°47'59" North Latitude and 81°52'54" West Longitude the speed of vessels proceeding in any direction shall be restricted to "slow speed/minimum wake."

Beginning at 28°47'52" North Latitude and 81°52'59" West Longitude the speed of vessels proceeding in any direction shall be restricted to "slow speed/minimum wake."

Beginning at 28°47'34" North Latitude and 81°52'50" West Longitude the speed of vessels proceeding in a northerly direction shall be restricted to "slow speed/minimum wake."

(e) Restrictions applicable to Venetian Gardens Cove restricted waterway area. The following restrictions shall apply to the Venetian Gardens Cove restricted waterway area:

The ~~entire~~ area of the Venetian Gardens Cove described above, and all intersecting canals, ~~lying northward of a line, commencing at the point on the westerly shore which lies closest to the shore of Monkey Island, and continuing in a straight line from said point of commencement to the closest point thereto lying on Monkey Island and continuing in a straight line to the easterly shore and terminus of such line,~~ is hereby designated an "idle speed/no wake" zone at all hours.

(f) Restrictions applicable to Herlong Park Canal restricted waterway area. The following restrictions shall apply in the Herlong Park Canal restricted waterway area:

Beginning at 28°48'54" North Latitude and 81°52'07" West Longitude the speed of vessels proceeding in a southerly direction shall be restricted to "slow speed/minimum wake."

Beginning at 28°48'52" North Latitude and 81°52'07" West Longitude the speed of vessels proceeding in a northerly direction shall be restricted to "slow speed/minimum wake" and the speed of vessels proceeding in a southerly direction shall be restricted to "idle speed/no wake."

(g) Posting of signs. Signs reflecting these restrictions shall be posted at each location.

(h) Discretion to be used in lawful manner. Upon written application by a person or organization, demonstrating a good and sufficient reason, the Chief of Police or the Recreation and Parks Department director may grant exceptions to the restrictions imposed by this Ordinance, for specifically limited dates and times, during which an event is to be held which requires that vessels be permitted to exceed the restrictions of this Ordinance. As a condition of granting such an exception, the applicant may be required to have law enforcement officers present at the event, and if it is determined by the Chief of Police at any time that the event poses a danger to the public health, safety or welfare, the exception may be terminated whereupon the event must cease at once. The discretion granted to the Recreation and Parks Department director, and to the Chief of Police under this section, to grant exceptions, require the presence of police officers at a function, or terminate any ~~permit~~ exception issued under subsection (h) of this section, may be exercised for any purpose or in any manner which is lawful under the Constitution or laws of the United States or the state, but shall not be exercised in an arbitrary or capricious manner. Such discretion shall be exercised with regard to the protection of life, limb and property, and the preservation of the public safety, health and welfare, according to the judgment of the Recreation and Parks Department director and the Chief of Police based on the facts and circumstances of each case.

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



AGENDA MEMORANDUM

Item No: 6F.

Meeting Date: August 22, 2016

From: Al Minner, City Manager

Subject: An Ordinance amending Section 22-166 of the Code of Ordinances pertaining to annual utility rate increases based on an index

Staff Recommendation:

Approval of this Ordinance amending Section 22-166 of the Code of Ordinances pertaining to annual utility rate increases based on an index. The change will allow the City not to increase the Electric or Gas rates by the gross domestic product implicit price deflator index on October 1, 2016. The City will still apply the index to increase the Water and Wastewater rates on October 1, 2016. Going forward the City Manager would determine if the City should increase each utility rate by the index.

Analysis:

During the economic collapse the City implemented controls to assist the Utilities to grow each year without worrying about future rate studies to adjust the utility rates. Here is the Original language in the Ordinance:

Sec. 22-166. - Annual rate adjustments based on index.

All utility rates and charges established in or through procedures set forth in divisions 3, 4, 5, 6, 7, and 9 of this article V, except for the effects of automatic pass-through rate components such as the bulk power cost adjustment and purchased gas adjustment mechanisms, may at the discretion of the City Manager be adjusted annually on October 1 according to the percentage increase or decrease in the gross domestic product implicit price deflator index (the "Index"). This increase or decrease shall be measured by comparing the final revision of the Index for the second quarter of the current calendar year to the Index at the same time during the previous year. Rates so adjusted shall go into effect as of the next billing cycle following October 1 of the year in which the increase is imposed. This adjustment shall be implemented by written action of the City Manager issued no later than September 1 of any year in which an adjustment is to be made under this Section. The City Manager may apply such an adjustment to any one or more of the utility rates and is not required to increase all rates simultaneously. For any year a rate is not adjusted according to the Index, the amount by which the rate could have been increased may be applied cumulatively with future increases at a later date if the City Manager so determines.

The change in the Ordinance will allow City staff to determine what is best for the utility each year.

Options:

1. Approve the Amendment, or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

In the last three years the utilities had seen the following Index increases:

- 2016 2.1731%
- 2015 1.8600%
- 2014 1.4400%

Going forward it will be up to the City Manager to determine if the Index will be implemented by the City. The increase in revenues will be dependent on what direction the City Manager determines is best for the City. For fiscal 2017 Gas and Electric will not have the rate adjustment, which was automatic each year. If and when the index is applied to Gas and Electric again, the index would be cumulative encompassing all previous waived fiscal years.

Submission Date and Time: 8/18/2016 9:06 AM

Department: _____ Prepared by: _____ Attachments: Yes___ No ___ Advertised: ___Not Required ___ Dates: _____ Attorney Review : Yes___ No ___ _____ Revised 6/10/04	Reviewed by: Dept. Head _____ Finance Dept. _____ Deputy C.M. _____ Submitted by: City Manager _____	Account No. _____ Project No. _____ WF No. _____ Budget _____ Available _____
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ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, AMENDING §22-166 OF THE CODE OF ORDINANCES PERTAINING TO ANNUAL UTILITY RATE INCREASES BASED ON AN INDEX; CHANGING THE INCREASES BASED ON THE INDEX SO THEY ARE NOT IMPOSED AUTOMATICALLY ON AN ANNUAL BASIS BUT ARE INSTEAD IMPOSED AT THE DISCRETION OF THE CITY MANAGER; REPEALING CONFLICTING ORDINANCES; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

SECTION I.

§22-166 of the Code of Ordinances of the City of Leesburg, Florida, is hereby amended to read as set forth below:

Sec. 22-166. - Annual rate adjustments based on index.

All utility rates and charges established in or through procedures set forth in divisions 3, 4, 5, 6, 7 and 9 of this article V, except for the effects of automatic pass-through rate components such as the bulk power cost adjustment and purchased gas adjustment mechanisms, may at the discretion of the City Manager be adjusted annually on October 1 according to the percentage increase or decrease in the gross domestic product implicit price deflator index (the "Index"). This increase or decrease shall be measured by comparing the final revision of the Index for the second quarter of the current calendar year to the Index at the same time during the previous year. Rates so adjusted shall go into effect as of the next billing cycle following October 1 of the year in which the increase is imposed. This adjustment shall be implemented by written action of the City Manager issued no later than September 1 of any year in which an adjustment is to be made under this Section. The City Manager may apply such an adjustment to any one or more of the utility rates and is not required to increase all rates simultaneously. For any year a rate is not adjusted according to the Index, the amount by which the rate could have been increased may be applied cumulatively with future increases at a later date if the City Manager so determines.

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



AGENDA MEMORANDUM

Item No: 6G.

Meeting Date: August 22, 2016

From: William Spinelli, CPA Finance Director

Subject: Resolution authorizing the City Finance Director to extend a credit of \$5.00 to any City Utility Customer who signs up for Electronic Billing and maintains Electronic Billing for at least 12 months

Staff Recommendation:

Approve the resolution which authorizes the City's Finance Director to extend a credit of \$5.00 to any City Utility customer who signs up for Electric Billing and maintains Electronic Billing for at least 12 months.

Analysis:

In order to streamline the utility bill statement delivery and reduce operational costs, City staff is proposing a monetary incentive to entice customers to subscribe to e-billing for delivery of their utility bill. Here is a breakdown of the plan:

- Offer a one-time \$5 Utility statement credit per customer.
- Customer agrees, in writing and by signature, to receive electronic statements for a minimum 12 consecutive months. Failure to complete the 12-month commitment will result in a forfeiture of the \$5 credit. Hence, no risk to the City.
- Customers will be able to request a hard copy statement, in person, at no additional costs.
- Potential Annual Savings per Customer are \$5.123 (outline below). If a customer keeps their 12-month commitment, the City will still save \$0.123 in the first year and save \$5.123 per year per customer going forward.
- Currently, the City has 1,231 customers receiving electronic statements.
 - Increasing to 5,000 (14% of our customer base), would equate to a \$25,615 cost savings
 - Increasing to 10,000 (28% of our customer base), would equate to a \$51,230 cost savings

PINNACLE MONTHLY STATEMENT COST BREAKDOWN AUGUST 2016

Create image from file	\$0.0200
Process image to statement	0.0368
City of Leesburg Statement	0.0172
City of Leesburg Envelope	0.0178
Remittance Envelope	0.0141
Postage	0.3910
Subtotal	0.4969
Additional Insert	0.0100
TOTAL per Statement	\$0.5069

Annual Cost for Paper Statement/Customer	\$0.5069 x 12 months = \$ 6.083
Annual Cost for Emailed Statement/Customer	\$0.0800 x 12 months = \$ 0.960
Potential Annual Savings/Customer	\$5.123

Options:

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

Fiscal Impact:

There will be no additional costs for the City if anyone opts into the \$5 credit. There will be operational yearly savings if we are able to promote more people to opt into the e-bill program.

Submission Date and Time: 8/18/2016 9:06 AM

Department: _____ Prepared by: _____ Attachments: Yes___ No ___ Advertised: ___Not Required ___ Dates: _____ Attorney Review : Yes___ No ___ _____ Revised 6/10/04	Reviewed by: Dept. Head _____ Finance Dept. _____ Deputy C.M. _____ Submitted by: _____ City Manager _____	Account No. <u>001-1332-513-xxxx</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 CITY FINANCE DIRECTOR TO EXTEND A CREDIT OF \$5.00 TO ANY CITY UTILITY CUSTOMER WHO SIGNS UP FOR ELECTRONIC BILLING AND MAINTAINS ELECTRONIC BILLING FOR AT LEAST TWELVE CONSECUTIVE MONTHS; PROVIDING FOR FORFEITURE OF THE \$5.00 CREDIT BY ANY CUSTOMER WHO RECEIVES THE CREDIT BUT FAILS TO CONTINUE ELECTRONIC BILLING FOR TWELVE CONSECUTIVE MONTHS; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Leesburg bills its customers by United States mail for utility services provided, on a monthly basis, and incurs a cost by doing so, for paper, envelopes and postage, along with other expenses incidental to providing paper bills; and

WHEREAS, modern technology has made it possible to bill customers electronically, which will result in a savings to the City in the billing process; and

WHEREAS, the City wishes to provide a financial incentive for customers to sign up for, and continue to use, electronic billing,

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

SECTION I.

The City Commission authorizes the City Finance Director to extend a onetime credit of \$5.00 to any customer signing up for electronic utility billing, to be credited against the first bill after signup. This credit shall be available from the effective date of this Resolution, forward, until discontinued by subsequent resolution of the City Commission.

SECTION II.

To be eligible for this credit, a customer must sign a written agreement with the City to receive bills electronically for a minimum period of twelve consecutive months. If a customer discontinues electronic billing earlier than twelve months from the date of signup, the \$5.00 credit will be forfeited by adding the sum of \$5.00 to the next utility bill following discontinuation of electronic billing.

SECTION III.

If any portion of this Resolution 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 Resolution, the portion deemed invalid or unenforceable shall be severed here from and the remainder of the Resolution

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 Resolution shall become effective immediately 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